09/15/25 Regular Board Meeting
Monday, September 15, 2025 6:00 PM Central

Carlton Middle/High School Library
207 Pioneer Drive
Wrenshall, MN 55797

Sue Karp: Present
Ryan Leonzal: Present
Ben Nilsen: Present
Laura Nilsen: Present
Sam Ojibway: Absent
Dan Solarz: Present
Present: 5, Absent: 1.
Sam Ojibway: Present
Present: 6.

I. Approve the assignment/hire of Schedule C 2025-2026 Advisors
II. Call Meeting To Order
- II.A. Pledge of Allegiance
- II.B. Roll Call Attendance

III. Approve Meeting Agenda
IV. Recognition of Public
- IV.A. Notice Regarding Public Comment
- IV.B. Public Comments

V. Presentations
VI. Congratulations & Commendations
VII. Reports
- VII.A. Community Education Director - Daisy Rose
- VII.B. South Terrace Principal - Kari Solarz
- VII.C. MS/HS Principal - Warren Peterson
- VII.D. Food Service Director - Val Dahl
- VII.E. Athletic Director - Brent Pokornowski
- VII.F. Superintendent - Mark Messman
- VII.G. Board Committee Reports
  - VII.G.1. Policy Committee
  - VII.G.2. Facilities Committee

VIII. Consent Agenda
- VIII.A. August Payroll, Wires & Finance Checks
- VIII.B. Approve Previous Month's Meeting Minutes
- VIII.C. Approve At-Will Employment - Due Process Specialist - M Lippitt
- VIII.D. Approve the assignment of David Luokkala as the MS/HS building substitute for the 2025-2026 school year.
- VIII.E. Approve the Hire of Rebecca Davidson as Special Education teacher BA Step 1. FTE 1.0 for the 2025-2026 school year.

VIII.F. Approve the hire of Student Data Specialist / MARSS Coordinator, Laura Nilsen. $26.74/hr (Teamsters II, MARSS, Step 5). for FY 25-26, maximum of 427 contract hours.

VIII.G. Approve the hire of Robie Forte as an at-will Kids Care Aid - as needed hourly, through 6/30/26.

VIII.H. Approve the hire of the Youth Group Leader Positions through the PCN Grant - 9/1/25 - 6/30/26. Bethany Thompson & Shawn Filipiak

VIII.I. Approve the hire of Kaylynn (KJ) Lambeth as a Food Service Cook, Step 1 for 2025-2026 at the Middle/High School.

VIII.J. Approve Deb Montgomery as Lead Server, Step 1 for 4 hours per day, student contact days.

VIII.K. Approve the hire of Isaac Gaulke as a Cooks Helper / Dishwasher, effective 9/2/25.

VIII.L. Approve a lane change for Morgan Ward moving from a BS to a BS+15, effective September 1st, 2025.

VIII.M. Accept resignation of Angela Loven, food service, effective 8/27/25.

VIII.N. Accept resignation of Gwen Spychalla, MS/HS Paraprofessional, effective 8/25/25.

VIII.O. Accept resignation of Jaslyn Wolfe, ST Indian Education Home School Liaison, effective 8/22/25.

IX. Old Business

IX.A. Consolidation Update

IX.B. Enrollment Report - Ran 9/10/25

X. New Business

X.A. RESOLUTION TO BEGIN THE PROCESS OF SCHOOL DISTRICT CONSOLIDATION

X.B. Certify the proposed 2025 payable 2026 Levy at the maximum levy authority.

X.C. Approve the consultation agreement with Gallagher Insurance Brokerage Firm

X.D. Approve School Board Handbook

X.E. Revise food service prices per MDE Guidelines - Breakfast $2.50, Lunch $5.05

X.F. Resolution to Accept Carlton County United Way School Supplies Donation.

XI. Policies — First and only Reading

XII. Personnel

XIII. Reminders & Future Meetings

XIV. Adjourn

Community Education Report-September 2025

1. **ECFE/School Readiness**
    - **a.** Preschool programming began this week (September 8-11). We are offering an all-day Transitions class on Monday, Wednesday and Thursday; there is a half-day Transitions class held on those same days but in the afternoon only. Our Bridges class is held Tuesday and Thursday mornings.
    - **b.** September marks Megan McLain's 11th year of teaching preschool in our district! Thank you, Megan.
    - **c.** ECFE programming will start on Tuesday, September 23. There are already 5 families signed up for our weekly class!

2. **Bulldog Kids Care**
    - **a.** Numbers continue to trend lower.
    - **b.** We continue to promote the program everywhere and specify that our childcare program is open to all children, even those not currently enrolled in our school.

3. **Events**
    - **a.** None to report about at this time.

4. **Community Education Classes**
    - **a.** Fall classes have begun and many options are available. Registration has been coming in pretty steady. People in the community are ready to get back into the swing of community education classes!

5. **Miscellaneous**
    - **a.** After School Enrichment- classes begin this month, starting off with Northern Outdoors Club offering Pre-Historic Skills on September 30th!
    - **b.** Planetarium- I am working with the Carlton County Extension Office to bring the traveling planetarium from UMD to our school for an evening in November.
    - **c.** Community Education contracts still need to be updated and approved for the current school year. The plan will be to have these for board approval at the October meeting.

6. **Community News**
    - **a.** Deadlines: October 20 and December 19
    - **b.** Please utilize this great communication resource to assist in sharing about school and community happenings. Also, a great tool when trying to spread accurate information about what is happening with the district.

Submitted September 10, 2025 by Daisy Rose

South Terrace Elementary **Board Report – September 2025**
Principal: Kari Solarz

Welcome Back & School Climate

We have had an exciting start to the year with strong routines and relationship-building activities.

Back-to-School Assembly: staff introductions, school song, staff games, and review of South Terrace Student Pledge (Respectful, Responsible, Safe, Kind).

Staff reinforcing expectations in all areas of the building. We planned a school-wide tour building focusing on our PBIS common language across all spaces students visit throughout their school day.

Student Engagement & Leadership

CST Morning Announcements resumed; students act as reporters and anchors.

Sample broadcast available: Wed Sept 3

Curriculum & Instruction/Professional Development

Continued **LETRS training** and **Professional Learning Communities (PLCs)** to support data-driven instruction.

Focus on high-quality literacy instruction and consistency across classrooms.

Upcoming Events

National Walk to School Day – Oct. 8

Fall Conferences – Oct. 9

Grandparents Day – Oct. 15

Ongoing safety drills have been scheduled.

South Terrace Elementary is off to a positive start, with strong community connections, student leadership opportunities, and a focus on literacy achievement.

MS/HS School Board Report
9/8/25

We've had a very smooth start to the school year. All staffing is in place. Aug training included the usual mandated training for all staff (BBP, Mandated Reporting, Seizures, Right to Know). We also added some training on Ai for our teachers to understand the impact and importance of this on their classes, and on learning in general. It's great to see kids back in school for the start of school!

Fall Sports are fully up and running, including: Volleyball, Cross Country, Football, Soccer. Carlton has a majority of their students involved in one activity or another~~ great to see the participation numbers of our students!

We will be doing an all school Evacuation, to include NLA as well, on Wednesday (9/10). We are coordinating with Bethesda Lutheran and Carlton County Law Enforcement.

7-9th graders will be doing a field trip to Hawk's Ridge on Sept. 18. Fastbridge Testing for all students will begin in October during a 3 week window, to include Math and Reading.

It's been a great, busy, and productive start to the 25-26 school year!

Warren

Carlton / Wrenshall Activities Director Report

Date: 9/11/2025
Prepared by: Brent Pokornowski, Activities Director

“To begin my report, I would ask that there is a moment of silence for our Wrenshall family that is struggling with the loss of their daughter. Our hearts are all aching”.- Brent

~ 60 seconds of silent reflection and prayer ~

Here are my updates:

1. General Program Updates

- Fall sports seasons are in full swing, beginning in early August.
- **Sports offered this fall:**
    - **Cross Country** – Varsity participation
    - **Volleyball** – Junior High, JV, and Varsity
    - **Football** – Varsity; still hoping for Junior High contests, but low numbers have prevented games so far.

MSHSL Forms:
New this year: parents, players, and administration should submit all **MSHSL eligibility forms** directly to the **head coach**, so there can be a coordinated collection process before being given to the Activities Director.

Sports Physicals:
Administration, please remind parents and athletes that **sports physicals must be turned in to the coach** so they can be collected in the same manner. Athletes without physicals will not be allowed to participate.

Fees:
Fees are to be submitted to the **coach**, then turned in to the Activities Director and passed on to the Wrenshall Business Office. Please encourage parents to follow this process so collections are coordinated. As of today, volleyball and football fees have been collected; we are still waiting for Cross Country fees.

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2. Participation & Eligibility

- Overall participation is steady across sports.
- Football numbers remain a concern at the junior high level.
- Academic eligibility is being monitored.

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3. Practice & Transportation Logistics

- Football practices are hosted at Wrenshall.
- Volleyball practices and games are hosted at Carlton.
- Cross Country practices primarily at Jay Cooke.
- Bus companies **4.0** and **Wrenshall** continue to provide reliable transportation, with coordinated processes in place between coaches and drivers.

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4. Facilities & Equipment

- Carlton facilities are supporting volleyball and home football contests.
- Officials noted that **numbers on the football field must be updated** — this is now a facilities priority.
- Facility scheduling is coordinated between Carlton and Wrenshall administrators.

Concession Stand Concern:

- The Carlton football field concession stand is missing a **nacho machine** and **pizza cooker**, both originally donated by the Tuttle family.
- The stand also appeared to have been used for a **Halloween event** (orange/black lights strung up, large amounts of paper towels/cups left on the floor).
- If anyone has information about the missing items or use of the concession stand, please notify the Activities Director.

HUDL Camera Issue:

- The district has collected over **$10,000 (Donations)** in three HUDL cameras (two gymnasiums and one football field).
- The football program also donated thousands (Activity fund) toward this project.
- The football field camera is currently **non-functional** due to internet connectivity.

- Last spring, a **site-to-site access point** was installed between the football field and elementary school. Fusion Tech Technologies has since reported that tree and shrub growth has caused interference with the signal.
- Additionally, cabling in the press box was installed poorly (drilled through a wall, left on the floor with sawdust). Fusion called the work “shabby” and said they would clean it up. It is unclear if this has been completed.
- Fusion has committed to troubleshooting the site-to-site issue and correcting the cabling so the HUDL camera can function by the next home football contest.

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5. Co-op Program Development

- Transitioning hosting from Carlton to Wrenshall has had its challenges, but processes are improving.
- Thank you to everyone for your **patience** during this transition.

Assistant Coach Selection Direction:

- Head coaches will have **first priority** in selecting their assistant coaches.
- A head coach who works well with their assistants creates the most cohesive, passionate, and energetic program, which is in the best interest of student-athletes.
- This ensures teamwork and consistency across all programs.
- If concerns arise regarding coaching staff decisions, parents and players should follow the established **chain of command**.

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6. Upcoming Events & Dates

- All official sports schedules are posted on **polarleague.org**, which reflects real-time updates.
- Reminder: any printed schedules must be manually updated if changes occur online.
- The second half of the fall season is underway; winter sports schedules are being finalized and will soon be shared.

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7. Financial & Administrative Notes

- Ticketing and concessions continue, but **home event staffing remains a challenge**.
- Athletics is currently relying heavily on outside volunteers.

- We ask for more **school staff involvement** at home games to support our student-athletes and provide positive visibility of teachers/staff at events.

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8. Looking Ahead / Issues for Board Consideration

- **Facilities Priority:** Update numbers on the football field.
- **Concession Stand:** Missing donated equipment (nacho machine, pizza cooker) and possible non-athletic use of the stand.
- **HUDL Camera:** Non-functioning football field camera despite significant investment; connectivity and installation issues need resolution.
- **Communication:** Reinforcing the parent–coach chain of command:
    1. Student → Coach
    2. Student/Coach → Parent
    3. Student/Parent/Coach → Activities Director
    4. Student/Parent/Coach/AD → Superintendent
- **Event Staffing:** Urgent need for school staff/teacher volunteers at home contests.
- **Winter Planning:** Begin securing home event workers for winter sports.

Closing Note:
We appreciate the continued support from both school boards and communities. Please come out to our contests and show your support, it makes a difference for our student-athletes, who truly appreciate even one familiar face cheering them on and offering encouragement.

Superintendent report for September 15, 2025

Consolidation items to consider:

a. Continue to visit various consolidation resolutions to address specific details
b. Joint administrative meeting/updates on building capacity, FTE's, etc...
c. Establish joint C/W committees to address contracts, rubrics, shared services

MS/HS facility options to explore

a. Remaining asbestos and cost of abatement – Andy Sertich, Sertich Environmental
b. Estimated value of existing property, parcels, and facilities – Ryan Pervenanze, CCEDC
c. Commercial real estate – Greg Follmer
d. Notice provided to NLA

Certified negotiations progress and updates

a. Committee members
b. Language TA's
c. Finance

Insurance HITA bid process by Gallagher - TBD

a. Request for proposals
b. Brokerage support and guidance
c. Employee education, services, and resources
d. Brokerage support for health, life, disability, PFML

Facility updates include:

a. Committee meeting on 09/08/25
b. MS/HS explore options and contacts
c. ST keys, fobs, and locks
d. New freezer, 5-year extended warranty @ $689.00 – recommended
e. Schedule the annual Mock OSHA review with Sertich Environmental Services

Upcoming:

a. Certified negotiations on Monday, Sept. 22 at 4:00 p.m.
b. Cabinet meeting on Tuesday, Sept. 23 at 9:10 a.m.
c. Joint C/W administrative meeting TBD

Carlton Independent School District 93

Check Register by Bank and Check

Check Number: 0-2147483647 Payment Date: 08/01/2025-08/31/2025 Period: 0-99999999

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		36458	64047	Check	1	3415	REMIT	CARLTON BUS SERVICE	Yes	No	No	08/04/2025	3,877.44
		36449	64048	Check	1	15507	REMIT	CARLTON COUNTY PUBLIC HEALTH	Yes	No	No	08/04/2025	25.00
		36453	64049	Check	1	2397		CENTURYLINK	Yes	No	No	08/04/2025	1,303.07
		36450	64050	Check	1	17200		CITY OF CARLTON	Yes	No	No	08/04/2025	490.22
		36457	64051	Check	1	3281		CLOQUET SANITARY SERVICE	Yes	No	No	08/04/2025	1,111.18
		36460	64052	Check	1	3824		CLORE CHARLES T.	Yes	No	No	08/04/2025	105.00
		36463	64053	Check	1	4153		Culligan of Cloquet	Yes	No	No	08/04/2025	141.97
		36461	64054	Check	1	3960		IMAGINE LEARNING LLC.	Yes	No	No	08/04/2025	24,462.50
		36459	64055	Check	1	36506		ISD #0100 - WRENSHALL	Yes	No	No	08/04/2025	22,271.52
		36465	64056	Check	1	4259		Junior's Backyard Grill	Yes	No	No	08/04/2025	1,500.00
		36447	64057	Check	1	1206		LAKE SUPERIOR ZOO EDU DEPT	Yes	No	No	08/04/2025	156.00
		36468	64058	Check	1	47575		MADISON NATIONAL LIFE	Yes	No	No	08/04/2025	514.56
		36464	64059	Check	1	4167		Meetings Northwest, Inc.	Yes	No	No	08/04/2025	2,290.00
		36469	64060	Check	1	47724		MENARDS INC	Yes	No	No	08/04/2025	408.89
		36454	64061	Check	1	2545		MINNESOTA ENERGY RESOURCES	Yes	No	No	08/04/2025	418.91
		36470	64062	Check	1	47970		MINNESOTA POWER INC	Yes	No	No	08/04/2025	3,785.11
		36452	64063	Check	1	2356		MSBA	Yes	No	No	08/04/2025	3,225.00
		36471	64064	Check	1	53716		NORTHEAST SERVICE COOPERATIV	Yes	No	No	08/04/2025	200.00
		36466	64066	Check	1	4261		SELL HARDWARE	Yes	No	No	08/04/2025	19.50
		36455	64067	Check	1	2591	1099	SQUIRES, WALDSPURGER & MACE.	Yes	No	No	08/04/2025	4,763.32
		36456	64070	Check	1	3010		TWIN PORTS PEST & LAWN MANAGI	Yes	No	No	08/04/2025	374.00
		36462	64071	Check	1	3979		WEX HEALTH, INC.	Yes	No	No	08/04/2025	138.75
		36479	64074	Check	1	36500		ISD #0094 - CLOQUET	Yes	No	No	08/11/2025	4,288.72
		36481	64075	Check	1	36502		ISD #0095 - CROMWELL	Yes	No	No	08/11/2025	1,027.75
		36480	64076	Check	1	36501		ISD #0097 - MOOSE LAKE	Yes	No	No	08/11/2025	5,556.18
		36483	64077	Check	1	36505		ISD #0099 - ESKO	Yes	No	No	08/11/2025	2,549.32
		36484	64078	Check	1	36506		ISD #0100 - WRENSHALL	Yes	No	No	08/11/2025	348.26
		36485	64079	Check	1	36514		ISD #0381 - LAKE SUPERIOR	Yes	No	No	08/11/2025	22,342.35
		36474	64080	Check	1	1155		ISD #0577 - WILLOW RIVER	Yes	No	No	08/11/2025	1,010.35
		36475	64081	Check	1	1272		ISD #0700 - HERMANTOWN	Yes	No	No	08/11/2025	4,460.38
		36486	64082	Check	1	36519		ISD #0704 - PROCTOR	Yes	No	No	08/11/2025	20,796.80
		36477	64083	Check	1	3486		ISD #6096 - NORTHERN LIGHTS ACA	Yes	No	No	08/11/2025	4,588.93
		36488	64084	Check	1	47970		MINNESOTA POWER INC	Yes	No	No	08/11/2025	1,298.25
		36478	64085	Check	1	3486	REMIT	NORTHERN LIGHTS ACADEMY	Yes	No	No	08/11/2025	2,099.86
		36487	64086	Check	1	3828		NORTHSTAR MEDIA, INC.	Yes	No	No	08/11/2025	339.10
		36489	64087	Check	1	82560		WKLK-FM, WKLK-AM & WMOZ-FM	Yes	No	No	08/11/2025	75.00
		36493	64088	Check	1	3391		CREATIVEDGE DESIGNS, LLC	Yes	No	No	08/20/2025	2,875.91
		36491	64089	Check	1	36503		ISD #0091 - BARNUM	Yes	No	No	08/20/2025	25,195.61

Carlton Independent School District 93

Check Register by Bank and Check

Check Number: 0-2147483647 Payment Date: 08/01/2025-08/31/2025 Period: 0-99999999

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		36494	64091	Check	1	2580		MONT DU LAC RECREATION	Yes	No	No	08/20/2025	4,001.16
		36495	64092	Check	1	1378		STACK BROTHERS	Yes	No	No	08/20/2025	1,781.16
		36496	64093	Check	1	1331		AMAZON CAPITAL SERVICES	Yes	No	No	08/21/2025	261.54
		36509	64094	Check	1	3347		BENCHMARK EDUCATION	Yes	No	No	08/21/2025	9,147.00
		36498	64095	Check	1	15507	REMIT	CARLTON COUNTY PUBLIC HEALTH	Yes	No	No	08/21/2025	25.00
		36503	64097	Check	1	28660		FOND DU LAC TRIBAL AND COMMUN	Yes	No	No	08/21/2025	400.00
		36500	64098	Check	1	2063		GREAT LAKES AQUARIUM	Yes	No	No	08/21/2025	120.00
		36514	64099	Check	1	4264		Holden Electric Co., Inc.	Yes	No	No	08/21/2025	20,367.50
		36505	64100	Check	1	3145	REMIT	INNOVATIVE OFFICE SUPPLIES	Yes	No	No	08/21/2025	39.77
		36515	64101	Check	1	45535	REMIT	L&M SUPPLY INC	Yes	No	No	08/21/2025	525.57
		36504	64102	Check	1	3084	REMIT	MARCO INC	Yes	No	No	08/21/2025	1,578.31
		36516	64103	Check	1	47663	REMIT	MCGRAW-HILL SCHOOL EDUCATION	Yes	No	No	08/21/2025	3,555.87
		36517	64104	Check	1	47950		MESPA	Yes	No	No	08/21/2025	1,202.00
		36502	64105	Check	1	2545		MINNESOTA ENERGY RESOURCES	Yes	No	No	08/21/2025	679.30
		36507	64106	Check	1	3211		MINNESOTA HISTORICAL SOCIETY	Yes	No	No	08/21/2025	355.00
		36508	64107	Check	1	3302	NEWRE	MRI SOFTWARE LLC	Yes	No	No	08/21/2025	20.00
		36513	64108	Check	1	4174		New Dominion School	Yes	No	No	08/21/2025	15,083.08
		36518	64109	Check	1	53774		NORTHLAND FIRE & SAFETY INC	Yes	No	No	08/21/2025	718.60
		36512	64110	Check	1	4002		PAPER STORM	Yes	No	No	08/21/2025	361.80
		36510	64111	Check	1	3534		PINE KNOT NEWS	Yes	No	No	08/21/2025	55.00
		36511	64112	Check	1	3749	REMIT	SAVVAS LEARNING COMPANY	Yes	No	No	08/21/2025	1,663.20
		36497	64113	Check	1	1378		STACK BROTHERS	Yes	No	No	08/21/2025	9,490.17
		36506	64114	Check	1	3202		TRG TRUCK REPAIR LLC	Yes	No	No	08/21/2025	68.53
		36519	64115	Check	1	76350		UPPER LAKES FOODS INC-127514	Yes	No	No	08/21/2025	95.00
		36501	64116	Check	1	2334	REMIT	WELLS FARGO-PAYMENT REMITTAN	Yes	No	No	08/21/2025	1,319.60
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								Bank Total: 1					$244,945.65
								Report Total:					$244,945.65

Carlton Independent School District 93
Detail Payment Register By Check
Fund Summary

Fund	Description	Total
01	General Fund	$198,578.37
02	Food Service Fund	$95.00
03	Transportation Fund	$3,945.97
04	Community Service Fund	$1,118.23
05	Capital Outlay Fund	$37,050.79
11	Student Activties	$4,157.29
Report Total		**$244,945.65**

INDEPENDENT SCHOOL DISTRICT 93 CARLTON
PAYROLL INFORMATION
August 2025

Fund	15th	Gross Pay by Fund	Benefit by Fund
FUND 01	GENERAL	$104,678.37	$34,704.24
FUND 02	FOOD SERVICE	$2,218.31	$829.36
FUND 03	TRANSPORTATION	$0.00	$0.00
FUND 04	COMMUNITY SERVICE	$6,097.19	$833.72
FUND 05	CAPITAL	$175.88	$54.89
FUND 45	OPEB	$0.00	$0.00
ALL	TOTAL	$113,169.75	$36,422.21

Wire Transfers	
$11,829.92	MN Teachers Retirement Assoc
$24,911.63	Internal Revenue Service
$4,220.21	MN Department of Revenue
$0.00	MN State Retirement System
$2,265.83	Employee Benefit Consultants
$5,297.21	Public Employees Retirement Assoc
$0.00	
$48,524.80	TOTAL WIRES

Fund	29th	Gross Pay by Fund	Benefit by Fund
FUND 01	GENERAL	$107,416.97	$30,750.28
FUND 02	FOOD SERVICE	$1,634.58	$594.60
FUND 03	TRANSPORTATION	$0.00	$0.00
FUND 04	COMMUNITY SERVICE	$6,918.34	$1,009.58
FUND 05	CAPITAL	$175.88	$54.89
FUND 45	OPEB	$0.00	$0.00
ALL	TOTAL	$116,145.77	$32,409.35

Wire Transfers	
$11,838.05	MN Teachers Retirement Assoc
$23,735.42	Internal Revenue Service
$3,984.90	MN Department of Revenue
$6,764.81	MN State Retirement System
$2,265.99	Employee Benefit Consultants
$4,951.58	Public Employees Retirement Assoc
$0.00	VEBA
$53,540.75	TOTAL WIRES

Fund	Total for the Month	Gross Pay by Fund	Benefit by Fund
FUND 01	GENERAL	$212,095.34	$65,454.52
FUND 02	FOOD SERVICE	$3,852.89	$1,423.96
FUND 03	TRANSPORTATION	$0.00	$0.00
FUND 04	COMMUNITY SERVICE	$13,015.53	$1,843.30
FUND 05	CAPITAL	$351.76	$109.78
FUND 45	OPEB	$0.00	$0.00
ALL	TOTAL	$229,315.52	$68,831.56

Total for the Month Wire Transfers	
$23,667.97	MN Teachers Retirement Assoc
$48,647.05	Internal Revenue Service
$8,205.11	MN Department of Revenue
$6,764.81	MN State Retirement System
$4,531.82	Employee Benefit Consultants
$10,248.79	Public Employees Retirement Assoc
$102,065.55	TOTAL WIRES

$298,147.08 Total Payroll (Salary & Benefits)

8/11/25 Working Session
Monday, August 11, 2025 6:00 PM Central

District Office Board Room
405 School Avenue
Carlton, MN 55718

Sue Karp:	Absent
Ryan Leonzal:	Absent
Ben Nilsen:	Present
Laura Nilsen:	Present
Sam Ojibway:	Present
Dan Solarz:	Present

Present: 4, Absent: 2.

1. Call Meeting to Order
   Accept meeting agenda. This motion, made by Dan Solarz and seconded by Sam Ojibway, Carried.
   Sue Karp: Absent, Ryan Leonzal: Absent, Ben Nilsen: Yea, Laura Nilsen: Yea, Sam Ojibway: Yea, Dan Solarz: Yea
   Yea: 4, Nay: 0, Absent: 2
   1.1. Roll Call
2. Approve Meeting Agenda
3. Financial Review
   Jenny to follow up on WKLK
4. Business
   4.1. Guaranteed Network Services
   Confirm if phones can do an "all Call" function
   How to coordinate information/emergency to places without phones
   Connect Wayne with Nathan (ICS) for budgeting / referendum requirements and options
   Version without CCTV - more accessible (live vs. recorded length)

   4.2. Consolidation / Joint meeting update
   7/29 - questions to answer, rating scales - online poll on 6 questions, responses to be used for planning (AI Generated response)
   need to create a POC for future, smaller group for decision making and small direction options
   Polling will be done with staff, grade 9-12, and community - get direct responses and information

   Remove "old" meeting invites / confusion on calendars -
   Do we want 6PM meetings? (add to meeting agenda for discussion)
   facilities is next Monday at 6:30

   4.3. Board Compensation

Still being doing attendance, will need to discuss committees and tracking there for $$
need to plan for getting smaller committee meetings on the calendar, so attendance can be tracked (what's claimed)
Process for getting agenda and minutes recorded.

4.4. Food Service Distributor (Ryan-TBD Placeholder)
Ryan Stevens - Performance Food Service (Duluth/Superior local) - getting quotes and potential food options/pricing
I-35 Corridor with Upper Lakes requires $50K.
Ryan L working with Val on pricing. More information to come.

4.5. Superintendent Update - resources attached
Appreciate direction/guidelines on how and where the board is in "lanes"
going forward make sure Board Chair is notified if unable to attend any meeting.

5. Adjourn
Motion to Adjourn. This motion, made by Dan Solarz and seconded by Sam Ojibway, Carried.
Sue Karp: Absent, Ryan Leonzal: Absent, Ben Nilsen: Yea, Laura Nilsen: Yea, Sam Ojibway: Yea, Dan Solarz: Yea
Yea: 4, Nay: 0, Absent: 2

_____ School Board Clerk

_____ Date

_____ School Board Chair

_____ Date

Carlton Independent School District 93
Detail Payment Register By Check
Fund Summary

Fund	Description	Total
01	General Fund	$54,440.77
02	Food Service Fund	$345.00
03	Transportation Fund	$2,423.40
04	Community Service Fund	$829.51
05	Capital Outlay Fund	$25,858.99
11	Student Activties	$200.00
Report Total		**$84,097.67**

INDEPENDENT SCHOOL DISTRICT 93 CARLTON
PAYROLL INFORMATION
July 2025

Fund	15th	Gross Pay by Fund	Benefit by Fund
FUND 01	GENERAL	$101,402.42	$33,473.00
FUND 02	FOOD SERVICE	$1,634.62	$764.11
FUND 03	TRANSPORTATION	$0.00	$0.00
FUND 04	COMMUNITY SERVICE	$8,526.42	$1,243.16
FUND 05	CAPITAL	$2,553.88	$974.68
FUND 45	OPEB	$100.00	$0.00
ALL	TOTAL	$114,217.34	$36,454.95

Wire Transfers	
$12,009.46	MN Teachers Retirement Assoc
$24,773.79	Internal Revenue Service
$4,083.33	MN Department of Revenue
$118.18	MN State Retirement System
$2,413.24	Employee Benefit Consultants
$5,342.48	Public Employees Retirement Assoc
$0.00	
$48,740.48	TOTAL WIRES

Fund	30th	Gross Pay by Fund	Benefit by Fund
FUND 01	GENERAL	$99,874.12	$35,369.06
FUND 02	FOOD SERVICE	$1,634.62	$764.11
FUND 03	TRANSPORTATION	$0.00	$0.00
FUND 04	COMMUNITY SERVICE	$5,658.85	$797.20
FUND 05	CAPITAL	$175.88	$54.90
FUND 45	OPEB	$100.00	$0.00
ALL	TOTAL	$107,443.47	$36,985.27

Wire Transfers	
$11,451.11	MN Teachers Retirement Assoc
$23,518.63	Internal Revenue Service
$3,954.91	MN Department of Revenue
$118.18	MN State Retirement System
$2,352.22	Employee Benefit Consultants
$4,940.96	Public Employees Retirement Assoc
$1,125.00	VEBA
$47,461.01	TOTAL WIRES

Fund	Total for the Month	Gross Pay by Fund	Benefit by Fund
FUND 01	GENERAL	$201,276.54	$68,842.06
FUND 02	FOOD SERVICE	$3,269.24	$1,528.22
FUND 03	TRANSPORTATION	$0.00	$0.00
FUND 04	COMMUNITY SERVICE	$14,185.27	$2,040.36
FUND 05	CAPITAL	$2,729.76	$1,029.58
FUND 45	OPEB	$200.00	$0.00
ALL	TOTAL	$221,660.81	$73,440.22

Total for the Month Wire Transfers	
$23,460.57	MN Teachers Retirement Assoc
$48,292.42	Internal Revenue Service
$8,038.24	MN Department of Revenue
$236.36	MN State Retirement System
$4,765.46	Employee Benefit Consultants
$10,283.44	Public Employees Retirement Assoc
$96,201.49	TOTAL WIRES

$295,101.03 Total Payroll (Salary & Benefits)

Carlton Independent School District 93
Multi Year - Exp Fd, Obj Series

Sequence: Fd, O/S

	Description	202312 Budget Revised23	202312 Year to Date	%	202412 Budget Revised24	202412 Year to Date	%	202512 Budget Revised25	202512 Year to Date	%
01	General Fund									
100	Salaries & Wages	3,088,787.00	2,905,122.91	94%	2,851,572.00	2,852,910.67	100%	2,779,165.00	2,733,106.75	98%
200	Employee Benefits	1,061,708.00	1,041,299.40	98%	1,024,934.00	994,088.14	97%	1,038,465.00	915,682.39	88%
300	Purchased Services	667,161.00	788,850.81	118%	624,207.00	907,234.73	145%	815,147.00	930,001.98	114%
400	Supplies & Materials	210,283.00	235,676.52	112%	319,184.00	298,102.91	93%	273,349.00	273,789.86	100%
500	Capital Expenditures	12,249.00	16,600.28	136%	50,515.00	54,723.74	108%	9,027.00	146,942.18	1628%
800	Other Expenditures	23,607.00	33,134.63	140%	30,107.00	22,788.37	76%	30,307.00	29,689.20	98%
900	Other Financing Uses	16,675.00	0.00	0%	0.00	0.00	0%	0.00	0.00	0%
01	General Fund	5,080,470.00	5,020,684.55	99%	4,900,519.00	5,129,848.56	105%	4,945,460.00	5,029,212.36	102%
02	Food Service Fund									
100	Salaries & Wages	76,408.00	67,147.67	88%	66,123.00	70,901.70	107%	81,901.00	69,065.97	84%
200	Employee Benefits	25,998.00	16,029.04	62%	22,291.00	20,716.87	93%	25,338.00	22,278.93	88%
300	Purchased Services	18,350.00	18,612.24	101%	20,053.00	17,454.80	87%	4,100.00	4,510.64	110%
400	Supplies & Materials	115,167.00	103,503.87	90%	115,167.00	136,184.64	118%	134,050.00	109,562.12	82%
500	Capital Expenditures	1,000.00	0.00	0%	7,088.00	7,088.20	100%	1,000.00	80.83	8%
800	Other Expenditures	250.00	0.00	0%	250.00	131.50	53%	250.00	375.00	150%
02	Food Service Fund	237,173.00	205,292.82	87%	230,972.00	252,477.71	109%	246,639.00	205,873.49	83%
03	Transportation Fund									
300	Purchased Services	332,670.00	442,735.33	133%	407,960.00	428,801.47	105%	439,460.00	469,884.33	107%
400	Supplies & Materials	50,600.00	76,548.76	151%	56,000.00	59,689.77	107%	61,000.00	53,810.33	88%
800	Other Expenditures	0.00	316.37	0%	0.00	106.25	0%	0.00	21.25	0%
03	Transportation Fund	383,270.00	519,600.46	136%	463,960.00	488,597.49	105%	500,460.00	523,715.91	105%
04	Community Service Fund									
100	Salaries & Wages	183,399.00	174,615.34	95%	211,215.00	221,282.07	105%	188,552.00	189,391.80	100%
200	Employee Benefits	31,204.00	26,249.34	84%	33,401.00	31,054.75	93%	27,438.00	27,687.73	101%
300	Purchased Services	17,788.00	13,024.15	73%	21,308.00	19,117.94	90%	29,418.00	27,890.99	95%
400	Supplies & Materials	24,174.00	18,270.13	76%	22,774.00	18,581.27	82%	16,905.00	11,113.14	66%
500	Capital Expenditures	1,600.00	1,229.25	77%	1,600.00	0.00	0%	100.00	0.00	0%
800	Other Expenditures	809.00	685.57	85%	854.00	490.27	57%	854.00	400.19	47%
04	Community Service Fund	258,974.00	234,073.78	90%	291,152.00	290,526.30	100%	263,267.00	256,483.85	97%
05	Capital Outlay Fund									

Carlton Independent School District 93
Multi Year - Exp Fd, Obj Series

Sequence: Fd, O/S

	Description	202312 Budget Revised23	202312 Year to Date	202312 %	202412 Budget Revised24	202412 Year to Date	202412 %	202512 Budget Revised25	202512 Year to Date	202512 %
05 Capital Outlay Fund										
100 Salaries & Wages		11,537.00	11,536.40	100%	11,805.00	11,804.97	100%	12,810.00	13,030.92	102%
200 Employee Benefits		2,682.00	2,454.34	92%	4,282.00	4,280.03	100%	4,480.00	4,237.40	95%
300 Purchased Services		71,850.00	98,795.04	138%	90,421.00	99,303.43	110%	90,549.00	109,079.30	120%
400 Supplies & Materials		31,550.00	3,885.85	12%	4,200.00	9,421.22	224%	12,900.00	6,195.66	48%
500 Capital Expenditures		35,529.00	56,241.81	158%	256,672.00	309,155.07	120%	47,375.00	55,258.21	117%
05 Capital Outlay Fund		153,148.00	172,913.44	113%	367,380.00	433,964.72	118%	168,114.00	187,801.49	112%
06 Construction										
500 Capital Expenditures		0.00	0.00	0%	0.00	72,635.25	0%	0.00	0.00	0%
06 Construction		0.00	0.00	0%	0.00	72,635.25	0%	0.00	0.00	0%
07 Debt Service Fund										
700 Debt Service		700,150.00	699,775.00	100%	657,650.00	657,275.00	100%	335,900.00	334,200.00	99%
07 Debt Service Fund		700,150.00	699,775.00	100%	657,650.00	657,275.00	100%	335,900.00	334,200.00	99%
11 Student Activties										
300 Purchased Services		0.00	14,451.29	0%	0.00	5,147.15	0%	0.00	13,182.07	0%
400 Supplies & Materials		50,000.00	9,456.08	19%	50,000.00	41,764.48	84%	50,000.00	38,343.51	77%
800 Other Expenditures		0.00	0.00	0%	0.00	3,035.00	0%	0.00	1,156.50	0%
11 Student Activties		50,000.00	23,907.37	48%	50,000.00	49,946.63	100%	50,000.00	52,682.08	105%
45 OPEB Irrevocable Trust										
200 Employee Benefits		52,180.00	8,334.41	16%	52,080.00	4,800.00	9%	13,100.00	4,200.00	32%
300 Purchased Services		0.00	249.96	0%	0.00	208.30	0%	250.00	249.96	100%
45 OPEB Irrevocable Trust		52,180.00	8,584.37	16%	52,080.00	5,008.30	10%	13,350.00	4,449.96	33%
	Report Totals:	6,915,365.00	6,884,831.79	100%	7,013,713.00	7,380,279.96	105%	6,523,190.00	6,594,419.14	101%

Carlton Independent School District 93

Check Register by Bank and Check

Check Number: 0-2147483647 Payment Date: 7/1/2025-7/31/2025 Period: 0-99999999

Batch	Bank	Pymt No	Check No	Pay Type	Grp	Code	Rcd	Vendor	Print	Recon	Void	Pmt/Void Date	Amount
	1	36368	63994	Check	1	4255		Erickson, Matthew	Yes	No	No	07/07/2025	100.00
		36370	63995	Check	1	47575		MADISON NATIONAL LIFE	Yes	No	No	07/07/2025	642.07
		36369	63996	Check	1	2700		SCHMIDT MICHAEL	Yes	No	No	07/07/2025	100.00
		36397	63997	Check	1	3336	REMIT	ACP CREATIVIT, LLC	Yes	No	No	07/15/2025	6,848.14
		36383	63998	Check	1	2251		ACT INC	Yes	No	No	07/15/2025	612.00
		36376	63999	Check	1	1331		AMAZON CAPITAL SERVICES	Yes	No	No	07/15/2025	4,202.89
		36375	64000	Check	1	11860		ARROWHEAD REGIONAL COMPUTIN	Yes	No	No	07/15/2025	23,097.22
		36382	64001	Check	1	2119	REMIT	AVIBEN BENEFIT PARTNERS, ELEVA	Yes	No	No	07/15/2025	272.78
		36379	64002	Check	1	17200		CITY OF CARLTON	Yes	No	No	07/15/2025	652.76
		36395	64003	Check	1	3281		CLOQUET SANITARY SERVICE	Yes	No	No	07/15/2025	1,088.54
		36409	64004	Check	1	4153		Culligan of Cloquet	Yes	No	No	07/15/2025	45.31
		36407	64005	Check	1	4136		D.A.D.S Bounce House Rentals	Yes	No	No	07/15/2025	387.60
		36381	64006	Check	1	20400		DALCO CORPORATION	Yes	No	No	07/15/2025	3,057.39
		36401	64007	Check	1	3844		DIAMOND M.C. ENTERTAINMENT	Yes	No	No	07/15/2025	400.00
		36385	64008	Check	1	23550		ESC SYSTEMS	Yes	No	No	07/15/2025	2,327.50
		36405	64009	Check	1	4069		Gina Knaus	Yes	No	No	07/15/2025	204.40
		36389	64010	Check	1	2870	REMIT	HILLYARD - THE CLEANING RESOUR	Yes	No	No	07/15/2025	5,915.89
		36378	64011	Check	1	1557		INFINITE CAMPUS INC	Yes	No	No	07/15/2025	3,431.20
		36392	64012	Check	1	3145	REMIT	INNOVATIVE OFFICE SUPPLIES	Yes	No	No	07/15/2025	200.95
		36399	64013	Check	1	3632		ISD #0011 - ANOKA-HENNEPIN	Yes	No	No	07/15/2025	250.00
		36404	64014	Check	1	3977		ISD #0015 - ST FRANCIS AREA SCHC	Yes	No	No	07/15/2025	200.00
		36393	64015	Check	1	3195		ISD #2580 - EAST CENTRAL HIGH SC	Yes	No	No	07/15/2025	160.00
		36394	64016	Check	1	3268		IXL LEARNING	Yes	No	No	07/15/2025	284.50
		36403	64017	Check	1	3972		JAYTECH WATER MANAGEMENT SO	Yes	No	No	07/15/2025	3,504.00
		36410	64018	Check	1	4237		Jeffrey A. Pesta	Yes	No	No	07/15/2025	810.00
		36387	64019	Check	1	2479		Laura Nilsen	Yes	No	No	07/15/2025	24.85
		36406	64020	Check	1	4084		Lind, Angela	Yes	No	No	07/15/2025	151.20
		36390	64021	Check	1	3084	REMIT	MARCO INC	Yes	No	No	07/15/2025	2,424.69
		36388	64022	Check	1	2545		MINNESOTA ENERGY RESOURCES	Yes	No	No	07/15/2025	365.15
		36413	64023	Check	1	47970		MINNESOTA POWER INC	Yes	No	No	07/15/2025	4,574.17
		36380	64024	Check	1	2017		MINNESOTA TELECOMMUNICATIONS	Yes	No	No	07/15/2025	667.00
		36391	64025	Check	1	3096		MN STATE HIGH SCHOOL MATHEMA	Yes	No	No	07/15/2025	700.00
		36396	64026	Check	1	3302	NEWRE	MRI SOFTWARE LLC	Yes	No	No	07/15/2025	80.00
		36386	64027	Check	1	2356		MSBA	Yes	No	No	07/15/2025	3,789.00
		36412	64028	Check	1	4257		Mystery Science	Yes	No	No	07/15/2025	999.00
		36411	64030	Check	1	4256		Northland Lawn & Sport LLC	Yes	No	No	07/15/2025	41.97
		36400	64031	Check	1	3781		PRESENCELEARNING INC	Yes	No	No	07/15/2025	70.00
		36402	64032	Check	1	3905		SCHOLASTIC INC	Yes	No	No	07/15/2025	1,233.29
		36377	64033	Check	1	1378		STACK BROTHERS	Yes	No	No	07/15/2025	689.00

Carlton Independent School District 93

Check Register by Bank and Check

Check Number: 0-2147483647 Payment Date: 7/1/2025-7/31/2025 Period: 0-99999999

Batch	Bank	Pymt No	Check No	Pay Type	Grp	Code	Rcd	Vendor	Print	Recon	Void	Pmt/Void Date	Amount
	1	36408	64034	Check	1	4144		ULINE	Yes	No	No	07/15/2025	988.52
64036		36414	64035	Check	1	76350		UPPER LAKES FOODS INC-127514	Yes	No	No	07/15/2025	95.00
		36415	64037	Check	1	82560		WKLK-FM, WKLK-AM & WMOZ-FM	Yes	No	No	07/15/2025	75.00
VOID		36416	64038	Check	1	3415	REMIT	CARLTON BUS SERVICE	Yes	No	No	07/15/2025	2,423.40
		36417	64039	Check	1	3486	REMIT	NORTHERN LIGHTS ACADEMY	Yes	No	No	07/15/2025	1,617.75
		36418	64040	Check	1	4258		Christopher Barousse	Yes	No	No	07/17/2025	105.00
		36419	64041	Check	1	2108		BODIN WAYNE	Yes	No	No	07/21/2025	36.56
		36420	64042	Check	1	3391		CREATIVEDGE DESIGNS, LLC	Yes	No	No	07/21/2025	2,562.50
		36421	64043	Check	1	2241		RYCHLAK DANIELLE	Yes	No	No	07/21/2025	137.47
		36423	64044	Check	1	2597		Kari Ries	Yes	No	No	07/25/2025	41.91
		36424	64045	Check	1	2334	REMIT	WELLS FARGO-PAYMENT REMITTAN	Yes	No	No	07/25/2025	1,410.10
								Bank Total: 1					$84,097.67
								Report Total:					$84,097.67

Guaranteed Network Services, Inc.
5435 Sugarloaf Pkwy, Lawrenceville, GA 30043
1111 Cloquet Avenue, Cloquet, MN 55720

June 25, 2025

Laura Nilsen, Carlton School Temporary Operations Director
Carlton School District
405 School Avenue - PO Box 310
Cloquet, MN 55720

Re: **Carlton School District Executive Summary for Public Address and CCTV Systems**

Dear Laura,

During our meeting we discussed not only your telephone service needs, but also, your interest in the a new Public Address System and CCTV Surveillance System.

Public Address System:

Discussion was held on the need and purpose of a public address system primarily in South Terrace Elementary School. We would recommend a system consisting of the following:

- Head-end with controller, amplifier, and telephone interface.
    - System would be accessed through a code (i.e. dial 8 and 2-digit code: 00-emergency all-call, 01-All call (without exterior speakers), 02-All call (with exterior speakers), 03-corridors only, 04-classrooms only, 05-exterior only).
- 70V interior speakers in classrooms, offices, corridors and interface to gym sound system
- 70V exterior speakers
- 22AWG speaker cabling
- Labor to install, set-up, programming, testing, and training.

Opinion of Probable Cost: $35,000-$45,000

CCTV Surveillance System: Discussion was held on the need for a CCTV Surveillance IP Camera System. CCTV Surveillance system would consist of the following:

- Network Video Recorder with Network Video Management software and programming.
    - Overall, we would recommend a system consisting of a Network-Video-Recorder (NVR) with 32 cameras (a mix of indoor and outdoor camera locations).
- Interior Dome cameras in corridor and common spaces
- Interior Dome cameras in school main office
- Exterior outdoor rated cameras for building main entrance
- Exterior outdoor rated cameras for building perimeter, parking lot areas, and outdoor gathering spaces (i.e. recess area)
- Category 6
- Labor to install, set-up, programming, testing, and training.

Guaranteed Network Services, Inc.
5435 Sugarloaf Pkwy, Lawrenceville, GA 30043
1111 Cloquet Avenue, Cloquet, MN 55720

Opinion of Probable Cost: $40,000-$50,000

About GNS:

GNS personnel have successfully implemented telecommunications systems and services across four continents and six countries. We currently serve clients throughout North America, with a presence in all 50 U.S. states, every Canadian province, and across multiple regions in Mexico.

Our headquarters is located in Lawrenceville, GA, with a regional office in Cloquet, MN. We've had the privilege of working with the Fond du Lac Band on several recent initiatives, including the Event Center Expansion, Bus Surveillance System Expansion, and the ongoing wireless internet backup solution.

GNS is a Native American-owned business, led by an enrolled elder of the Fond du Lac Band of Lake Superior Chippewa.

Thank you for considering the GNS team for your project. We look forward to the opportunity to support your continued success.

Sincerely,

Wayne E. Buse

Wayne Buse, RCDD
Guaranteed Network Services Inc.
Technology Consultant
Direct: (218) 609-3600
Cell: (612) 750-6543

Attachments:

School Board Compensation Plan

July 2025–December 2025

Meeting Pay: $40.00/per meeting

Board members have the right to claim compensation for board meetings after the first twelve (12) meetings. This only applies to meetings directed and supported by the school board. Examples: committees, special meetings, emergency, conferences (1 day=$40.00).

Board Chair: Base rate $500/per year.

The Board Chair will receive $250 every 6 months as base pay.

Board Member Mileage: .70/per mile

Board members have the right to claim mileage reimbursement for meetings or conferences that take place outside of Carlton/Wrenshall School Districts. Board members can no longer claim mileage reimbursement for board meetings or meetings within Carlton/Wrenshall district boundaries.

Board Member Accountability: Attendance Policy

Board members will be expected to sign in for each meeting attended on the district attendance sheet. The goal is to provide transparency and accountability and provide accurate compensation.

Board Member Trainings/Conferences:

Board members are highly encouraged to attend MSBA trainings and other related trainings that would benefit overall board governance and growth. Board members shall notify the chair of requested training/conferences prior to commitment or payment. Board chair will verify the cost of attendance is within the board development budget and will approve training through email confirmation to attendee and accounts payable personnel.

Board Member Benefits:

Board members receive free admission to all MSHSL athletic events during regular seasons.

Superintendent report for August 11, 2025

Consolidation and items to consider:

a. Timelines, options, tuition agreements vs. academic sharing
b. Impacts on contracted compensation, benefits, etc.…
c. Resolutions, bonded debt, operating referendums, board seats, etc.…

Student Data Specialist/MARSS part-time position

Certified negotiations progress and updates

Insurance HITA bid process

a. Insurance broker
b. RFPs, employee education, services

Exploring insurance broker(s) for:

a. Health, life, disability, PFML Act
b. Property, casualty, liability

NLA and food service updates

a. Meeting on 08.11.25
b. Review MDE Joint Agreement
c. Come up with a plan for NLA Friday meals

Facility updates include:

a. Freezer
b. Electrical panel, waiting on inspection, insurance review

Minnesota Department of Education

December 2011

SCHOOL DISTRICT REORGANIZATION ALTERNATIVES

Reorganization is not a panacea for a school or school district. However, it can be a means of maintaining and improving programs and services for students, more effectively utilizing staff and school facilities, and reducing operational costs and improving the financial condition of a school district.

School district reorganization alternatives such as academic pairing, consolidation, and cooperation and combination are detailed in other information packets. This packet will provide a checklist on **Indicators of Need For Studying Reorganization Alternatives**, guidance and procedures for **Developing, Reviewing, and Implementing Proposed Reorganization Agreements,** and addresses **Common Questions About School District Reorganization**.

If you have questions on any of these topics, please call (651) 582-8781.

Indicators of Need for Studying Reorganization Alternatives

Note: Use the following list of indicators to assess the need to study school district reorganization alternatives. The more indicators checked, the greater the need to further study reorganization alternatives. Certain indicators may be considered more important than others.

I. Economy, Population, Enrollment

____A. Economic and population growth less than state or regional averages

____B. Declining school enrollments and school age population profile

____C. Increase in transfer of resident students out of school district under choice programs

____D. Enrollments averaging less than 15-20 students per grade in elementary grades, 60-90 in middle level grades, and 90-120 in high school grades

____E. No projected upturn in economic growth, population, or student enrollments

II. Educational Programs and Staffing

____A. Limited secondary class offerings, especially classes delivering preparatory and high graduation standards, lifework development, and elective classes

____B. Limited access to and use of up-to-date technology by staff and students

____C. Increase in one section or low-enrollment (less than 12-15 students) secondary classes, or small or combined elementary classes

____D. Lack of specialized personnel (e.g. counselor, librarian, technology, music, or physical education specialists) and comprehensive programs and services for students

____E. Difficulty in providing preventative or remedial services for students taking graduation standards basic skills tests

____F. Program and staff reductions, relatively low salary schedules, high staff turnover

____G. Secondary teachers average three or more preparations and/or teach out of major certification area

____H. Lack of coordinated staff development or staff participation in programs

III. Student Achievement Results

____A. Relatively low or declining student performance on MCA basic skills tests

____B. Relatively low or declining student performance on standardized achievement tests

____C. Relatively low or declining numbers of students meeting preparatory and high standards contained in the graduation standards

____D. Relatively high or increasing drop out and student absence rates

____E. Relatively high or increasing numbers of violent, at-risk and emotionally unhealthy behaviors in school and as reported on the Minnesota Student Survey

____F. Unsatisfactory or declining student satisfaction with school programs, services, and adequacy of preparation for further education and/or employment

____G. Unsatisfactory or declining educational institution or employer satisfaction with adequacy of student preparation for further education and/or employment

IV. Cooperation Agreements, Partnerships, and Community Support

____A. Lack of cooperation agreements with neighboring school districts or service cooperatives to provide needed student programs and services in special education, technology, staff development, or the delivery of graduation standards

____B. Lack of partnership agreements with public or private organizations to provide needed health/education programs on-site such as early childhood family education, head start, or services for at-risk students, families, and youth employment

____C. Lack of partnerships with local businesses or community organizations to provide needed support for school programs and increase community use of school spaces

____D. Pattern of inability to develop needed cooperation agreement(s) with neighboring districts, human service agencies, and community organizations

____E. Minimal, stagnant, or declining parent attendance at school functions or involvement in advisory committees

____F. Unsatisfactory or declining student and/or parent, community, and/or employer satisfaction with school programs, services

V. School Facilities

____A. Small school site with bus/parent drop-off safety issues, inadequate space for outdoor activities and parking, and limited or no site expansion possibilities

____B. Old/outdated school facilities with many additions and levels that separate student programs and services that should be clustered together, use of inadequate spaces or temporary classrooms, and inefficient and inadequate heating, plumbing, and electrical systems

____C. Lack of classroom, lab, resource, storage, conference, office, and support spaces; no spaces to accommodate program additions or growth

____D. Classrooms, labs, core (e.g. media center, cafeteria), and support spaces do not meet current state guidelines; slow progress in upgrading spaces to meet guidelines

____E. Regular or special service classrooms/student spaces in basement, office or storage areas, on gymnasium stages, in locker rooms, or other inappropriate locations

____F. Poor indoor air quality, lighting, sound insulation, and learning and teaching environments that have negative effects on student achievement

____G. Facilities not up to state fire marshal, ADA, or building code requirements in many areas; slow progress in upgrading facilities to meet current codes

____H. Lack of adequate use of health and safety, district capital, and/or bond referendum funds to address building health and safety issues and educational deficiencies and to make needed and/or desirable improvements

____I. Relatively high maintenance costs and increasing deferred maintenance needs resulting from declining school district student enrollments and revenues, excess square footage, or failure to close or phase-out old, outdated, and cost-inefficient schools

____J. Cost of bringing existing facilities up to guidelines and code requirements approaching or exceeding 60% of the cost of replacing the facilities

____K. Failure to pass operating levies or bond issues that provide funds for school facilities maintenance and improvements

VI. School District Finances

____A. High per pupil operating expenditures

____B. Trend of declining fund balances, expenditures increasing faster than revenues

____C. Relatively high per pupil instructional and/or administrative costs

____D. Required and needed student programs and services under-staffed, under-funded, or not funded at all

____E. Issues resulting from adjusted net tax capacity and property tax rates

____F. More operational levy revenues necessary to prevent continuing staff and program reductions and/or fund balance declines

____G. Failure to pass operating levy referendums

Note: relatively high or low is in comparison to school districts of similar size and location and/or state averages

Developing, Reviewing, and Implementing Proposed Reorganization Agreements

Introduction

The success or lack of success many school districts have in developing, reviewing, and implementing proposed school district reorganization agreements to a great extent depends upon the processes used by the interested districts, and the positive or negative attitudes and activities of participants. School boards, staff, students, parents, and citizens need to cooperatively and positively develop a vision of what they want to achieve, identify needs and specify student program and service, school facilities, and school district finance improvement goals, and develop and implement plans and indicators to measure achievement of their vision and goals.

Persistent and patient leadership is needed from school board members and staff in working with and helping the larger school community understand the need for change and what will be gained from the proposed changes. A team leadership effort is essential, and leaders should make every effort to keep the dialogue positive and cohesive, focusing on what the potential cooperating districts have in common, and what student program and service, school facility, and school district finance improvements will be gained for students, staff, and the school community as a result of the proposed reorganization agreement. *If the dialogue within and between school district communities is negative, divisive, and dwells on actual or perceived conflicts or differences between cooperating districts, staff, and/or communities, keeping a school open or where the high school will be located, differences in maintenance of school facilities, tax rates, and/or who wins and loses, the chances of long-term success for the cooperation or reorganization agreement are significantly reduced. The success of any cooperation or reorganization agreement is not guaranteed—school district communities must positively work together focusing primarily on what will be gained for students!*

Proposed reorganization agreements include an agreement between the school boards to share programs and services on a part-time basis, an academic pairing agreement to share programs, students, and staff, or an agreement to reorganize school districts through a consolidation, cooperation and combination, or dissolution agreement. It is strongly recommended that advisory committees of parents/citizens, school staff, and board members study and review proposed reorganization agreements, work with the advisory committees of the neighboring districts, report to the school board or joint school board committee and communities, and help implement the agreement. Involving students to help resolve issues relating to reorganization proposals such as school name, colors, mascot, and song is strongly advised.

The following steps suggest procedures for school districts to use in proposing, developing, reviewing, and implementing school district reorganization agreements:

Steps:

I. School board discusses the need to look at or study school district reorganization alternatives. The basis of the discussion may be a report by an advisory committee, consultant, superintendent, a request from another school district, or through the use of a needs assessment instrument such as the **Indicators of Need For Studying Reorganization Alternatives.**

II. Request information and assistance, and if desired, a presentation from the Division of Program Finance staff, Department of Education, on school district reorganization alternatives. Pass school board resolution to authorize an overall advisory committee (if not already established) and contacts and discussions with other neighboring districts for the purpose of proposing, discussing, and developing reorganization agreements.

III. Continuously provide information to parents, citizens, staff, and students on the need for studying school district reorganization alternatives through the local media, public and staff meetings, and newsletters, and well in advance of specific proposals. State clearly the reasons for the proposed study, discussions, and actions (e.g. to improve student programs and services, school facilities, and financial stability), and confirm and reinforce the understandings of all interested parties. Regularly update the school community on the progress in working towards possible reorganization agreements.

IV. Superintendent and school board members should informally and formally contact neighboring school districts to determine possible common needs and interests in discussing and developing proposed reorganization agreements. Advisory committee members may assist in this process.

V. With representatives of interested neighboring districts, determine process of discussing and developing proposed reorganization agreements. This may be done at the superintendent or school board level and/or through advisory committee discussions.

VI. Submit proposed reorganization agreements to the advisory committees for review, comments, and recommendations back to the school board or joint board. Proposed reorganization agreements should be carefully reviewed by all concerned and committees as follows:

____A. list the program and service, staffing, school facility improvements, financial benefits, and other advantages that will likely result from implementing the agreement;

____B. list the program and service, staffing, school facility, student transportation, and/or financial issues and other disadvantages that will likely result from implementing the agreement;

____C. list the most important student, staff, and community benefits for the proposed agreement and important issues that need resolution;

____D. if appropriate, sort and rank the proposed agreements from most desirable to least desirable, with reasons identified; and

____E. state your findings about and reasons for or against a proposed reorganization agreement to the committee or school board, ranking proposed agreements if appropriate, and attempt to consensus on the findings, reasons, and rankings for recommending a proposed agreement. More than one agreement with neighboring school districts may be deemed desirable.

VII. Present recommendations to the school board and/or joint board. Board members should discuss findings, reasons, rankings, and issues to be resolved. Resolutions by school board to further pursue discussion and work out details of one or more proposed agreements, hold further public informational meetings, and report back to school board as appropriate.

VIII. Report to the school board the results of public meetings, identify any further issues regarding the proposed agreement(s), and recommend timelines for implementing the agreement(s). School board discussion and adoption of the proposed agreement(s) is subject to further consultation with MDE staff or neighboring district(s) if necessary. Pass school board resolutions to implement specific aspects of agreement as appropriate.

IX. Set up a transformational leadership team members (school board, staff, and community members) to help create, teach, and positively model the new or modified vision/goals for the enlarged school community, and clearly define the desirable features of the reorganization agreement. This team could be a new or existing advisory committee.

X. Set up a transition advisory committee to make recommendations to the staff and school board on ways to assist students, staff, and community members in adjusting to the changes necessary as a result of the reorganization agreement. Focus groups, staff development, community meetings, and individual counseling and assistance are some of the ways assistance could be provided.

XI. The implementation of the reorganization agreement should be monitored, working with other ongoing committees (e.g. curriculum, staff development) staff, and school board as appropriate.

Conclusions

Ideally, school districts should begin cooperating with other school districts in small ways (e.g. by sharing staff or special programs). Past successful cooperation efforts and results should then encourage more cooperation programs and if the need arises, a reorganization agreement. At a minimum, school districts should allow one or more years for staff and community preparation and discussion before attempting to implement a school district reorganization agreement.

It is strongly advised that school districts do not wait until they are experiencing severe student program and service, school facilities, and financial difficulties before they inform the school community of the need for a reorganization agreements. School districts experiencing such difficulties are not in a good negotiating position with possible cooperating school districts. Further, without adequate time to educate and prepare the staff and school district community for the transitions involved, implementation of a reorganization agreement will be more difficult, with a much greater likelihood of a contentious transition period and possibly the failure of the entire effort over the short or long term.

The more extensive and comprehensive the reorganization agreement, the greater the need for transformational leadership and for a longer transition period where assistance is provided to groups and individuals to help them make a successful transition. School staff and community members need assistance in identifying positively with the vision and goals of a reorganization agreement, and need support to help them let go of the old and adapt to and accept new organizational models and practices. The greater the staff and community members understand the need for a transition period and the mixed feelings they will likely experience, the smoother a transition experience is likely to be. As the extent of the change and individual staff and school community willingness or ability to deal with change varies, so will the time each needs to effectively process the change and accept it, from enthusiastically to willing to grudgingly to with much difficulty to not at all.

Any perceived big change may be uncomfortable, threatening, confusing, and create anxiety or pain for individuals and the community, and may result in personal and organizational disorientation for varying periods of time. It may be comparable to a grieving process. Hence, the need to set up a transition advisory committee to positively model the new organization structure and attend to transition issues of the staff, organization, and community.

COMMON QUESTIONS ABOUT SCHOOL DISTRICT REORGANIZATION

General

1. Is the Minnesota Department of Education (MDE) - commissioner-legislature-governor, trying to close schools and/or consolidate small school districts?

   The decision to close a school or reorganize a school district through a consolidation is most always a local school board and community decision. Statewide school district reorganization efforts are rare and take a long time to succeed. The last statewide school district reorganization in the late 1960's took three state commission studies before legislation was finally passed, and several other proposals since have not been successful. School boards most often make this decision after extensive local school community discussion. The need to continue to provide improved programs and services for students, aging school facilities in need of extensive repairs, upgrades, and replacement, declining student enrollments and revenues, and school district financial problems and operating debt typically drive the decision. Only when a school district fails to file or implement a plan to eliminate school district operating debt may (MDE) require a school district reorganization.

2. What is the ideal school or school district size? Is bigger always better, or small always beautiful?

   As part of its mission, MDE works to ensure the success of every learner. MDE staff work with small, medium, and large-sized schools and districts to improve the educational opportunities and achievement of students. Outstanding student programs and services are found in schools and districts of all sizes, as are program deficiencies. Small, medium, and large schools and school districts each have their strengths and limitations. Problems of student achievement, attendance, drugs, and violence are by no means confined to large schools and urban areas. It is more important how a classroom, program, school, or school district is managed, how parents and community members support school and school district efforts, and how well students meet achievement and program goals than the size a school or school district.

   High expectations for schools to continue to improve the preparation of students for further education and the world of work confronts schools and school districts of all sizes, and all have limited resources to accomplish those goals. The bottom line is how school communities will work to create, maintain, and improve the school environment for high quality learning and teaching.

3. Why isn't school funding increased so that we don't have to reorganize?

   MDE works with the governor and legislature to provide as many dollars for education as possible. School funding has increased, though not as much as many would like to see it increase. Some school districts may be seeing their total revenues decline because of continuing student enrollment declines. There are also strong demands to provide more adequate funding for public safety, health care, human services, corrections, the environment, higher education, and many other state and local programs and services. There always is a

shortage of revenues to fund education and other programs and services at the desired levels. Local communities may also and do provide additional funds for schools through local operating levy referendums.

Where funding is not adequate and improved programs and services are desired, combining the resources of several school districts through the development of a reorganization agreement (e.g. academic pairing, consolidation, or cooperation and combination) is an option that districts should explore. There is no ideal school or school district size or way to organize that is best for every school district. School district reorganization agreements are designed to maintain and improve student programs, services, and achievement, upgrade school facilities, and improve the financial condition of the districts involved, and MDE will continue to support and assist those efforts.

4. Do some school districts have a difficult time implementing academic pairing, consolidation, or cooperation and combination agreements? Can school districts and communities that have not worked well together in the past successfully cooperate, consolidate, or combine?

   Yes, and yes! No school district reorganization agreement is developed and implemented without issues and problems. Often school districts have older and outdated school facilities that are expensive to operate and maintain, depriving the district of the opportunity to use those same dollars to improve student programs and services and maintain and improve fewer school facilities. Schools may have to be closed, replaced, demolished, or converted for other uses in the short or long run. Students may have to experience longer bus rides to another school as a trade-off to access improved programs, services, and school facilities. Students typically adjust quickly to changes created by a reorganization agreement, but some staff and more community members may not adjust easily to the changes.

   Most, but not all, school district reorganization agreements have been successful from the point of view of improving programs, services, facilities, and finances. Neighboring school district communities, sometimes strong rivals, have cooperatively worked together to develop common purposes and goals and encourage a larger school district community identity. Adequate time and effort needs to be provided for school communities to understand the issues and the alternatives, and to deal with the transitions involved. It takes a dedicated team effort of school staff members, school board members, and parents/citizens to develop and satisfactorily implement any school district reorganization plan.

   State policymakers and hopefully all communities are interested in schools that provide quality programs and services for students at a reasonable cost. MDE views school district reorganization agreements as an opportunity to maintain and improve student programs and services, school facilities, and the financial condition of the school districts involved. Reorganization is not an end in itself, but it is an opportunity for neighboring school district communities to pool their resources and better accomplish their goals. If reorganization agreements are to be successful, school district communities must positively work together in the best interest of students despite past differences. *School district reorganization agreements are not successful when many school district community members persist in trying to maintain or return to the status quo organization that is no longer manageable or feasible, keep excess,*

aging, or outdated schools open, blame their new partner for school closings or future difficulties that the former school district could no longer successfully manage, and consistently not support any referendum for improved school district funding or school facilities improvements.

Academic Pairings

1. What are pairing and sharing agreements? Are these permanent? Do they need the approval of MDE or voters?

   Academic pairing agreements involve two or more school districts sharing whole grade levels of students and teaching staff. Written agreements must be drawn up which meet the requirements of Minn. Stat. § 123A.30 Agreements For Secondary Education (ASE) or Minn. Stat. § 123A.32 - Interdistrict Cooperation (ICA). These agreements are normally effective for two or more years, are not permanent, and are renewable by the involved districts' school boards.

   No. MDE does not approve the agreements, but copies must be provided to MDE for review. Any referendum must be authorized by statute. Minnesota statutes authorize school boards to enter into academic pairing agreements, but do not authorize any public vote on an ASE or ICA.

   Pairing and sharing in athletic/cocurricular activities may or may not be part of an academic pairing agreement. Pairing and sharing in athletic/cocurricular activities is under the jurisdiction of the Minnesota High School League, and school districts must meet their timelines and requirements.

2. What are the differences between an Agreement for Secondary Education and an Interdistrict Cooperation Agreement?

   An ASE may be used to share students and staff in grades 7-12 only, an ICA in grades K-12. The district that sends students to another district in an ASE must have less than 375 students in grades 7-12. Districts must draw up a plan for the employment of licensed staff in an ASE, and seniority does not apply. In an ICA, a joint seniority list of licensed staff applies unless otherwise negotiated by the unions and school boards. Licensed teaching staff who are placed on unrequested leave as a result of an ASE receive a year's severance pay if not employed in a comparable position by the end of the school year following their lay off. This severance pay requirement does not apply to an ICA.

3. Does an academic pairing agreement take precedence over an open enrollment request?

   No. Whenever the school attendance area of a district is altered for the next school year through any reorganization agreement (academic pairing, consolidation, cooperation and combination), parents have until July 1 to apply for open enrollment in another school district.

4. Is there a required student tuition rate or formula in an academic pairing agreement? Can a school district tuition out all its students to neighboring districts and still remain a school district?

   There is no required tuition formula. The tuition rate is negotiable between the districts. MDE program finance staff will assist districts in working out alternative revenue or expense-based tuition formulas. No. A school district must maintain at least three grades in local school district facilities to remain an independent school district.

5. Does seniority apply to the continuing employment of superintendents and principals?

   A superintendent may be chosen by cooperating districts on any basis with the agreement of the involved school boards. Principals have continuing contract rights as per local collective bargaining agreements.

6. Are academic pairing agreements involving two or more neighboring districts allowed?

   Districts are not limited to agreements with just one neighboring district. When school district size, geography, parent preference, conditions of school facilities, or other conditions necessitate, districts should strongly consider one or more agreements involving several neighboring districts. Under those circumstances, if a school board chooses to pair with only one neighboring district, considerable parent/citizen dissatisfaction may result, increasing open enrollment out of the school district, and weakening the financial strength of the new academic pairing agreement.

School District Reorganization through Consolidation, Cooperation and Combination, or Dissolution and Attachment

1. How do you organize a new school district? Could we take part of our existing district that has grown in population and create a new school district?

   A new school district may be created through a consolidation or through the cooperation and combination of two or more school districts. To create a new school district out of an existing one is not authorized under statute; however, two or more districts could agree to consolidate part of each district, thus creating a third new district. Otherwise, special legislation would be required.

2. Our school district student enrollments have declined, school facilities are in need of extensive upgrading, and we do not have enough funds to provide adequate student programs and services. Yet, the school board will not face up to reality and pair, consolidate, or combine with a neighboring district. Is there any way citizens can reorganize their school district without school board approval? Could the state mandate a reorganization?

Yes. First, try to convince fellow citizens, school staff, and school board members of the wisdom of your point of view. Work to elect new school board members that share your point of view. Citizens may propose a dissolution and attachment that does not require school board approval.

A dissolution may be started through a county board resolution, a referendum authorized by the school board, or a petition signed by a majority of eligible voters. Please keep in mind that a dissolution does not create a new school district with a new number. When a district dissolves and attaches itself to one or more neighboring districts, the result is one or more enlarged districts, and the dissolving district ceases to exist.

In a consolidation process, if a school board is unable to obtain a majority vote to accept or reject a consolidation plat/plan, citizens may petition for an election to accept or reject the plat/plan. In rare circumstances, the state (MDE) could mandate a consolidation or cooperation and combination if a district is in severe operational debt and does not file an acceptable plan or satisfactorily implement the plan to eliminate the debt.

3. How long does it take to reorganize a school district? Is a reorganization plan required, and are there deadlines for submitting the plan?

   A consolidation and/or dissolution and attachment process takes at least five or more months to complete. A cooperation and combination takes from one to three years to complete.

   Though a planning process is not required in statute, one or more years of planning and involvement of staff and citizens is recommended before beginning the process of consolidation or dissolution and attachment. As part of the consolidation plat/plan or dissolution order, resolutions from the school boards or county board must address issues such as existing bonded and/or operational debt, and operating levy referendums. Developing and implementing a cooperation and combination plan requires more detailed planning and involvement of staff and citizens than in a consolidation or dissolution.

4. Is a vote required in a consolidation, combination, or dissolution? How many times can we have a consolidation or combination vote? May a school district reorganization be reversed later on if we don't like how it is going? Can a citizen petition out of a district if he doesn't like the reorganization?

   A citizen vote is optional in a consolidation, where it may or may not be called for by all participating school boards or by citizen petitions in one or more school districts. With the exception of the situation described in #2 above, if a school board or citizen consolidation vote fails to support the consolidation proposal in any of the participating districts, the consolidation process is terminated and the districts would have to begin the consolidation process again to have another school board or citizen vote. School board and citizen votes are required in all districts involved in a proposed combination, and a participating district may have a second citizen vote if their first vote failed. If the second vote in any district fails, a third vote on a modified plan may be held in all the districts. A vote in a dissolution and attachment is

necessary only if the proposed division of land between two or more neighboring districts is altered by the county board.

No. The only way to alter current school district boundaries would be through another reorganization with other school districts.

Only citizens residing on the border of a district may file a petition under Minn. Stat. § 123A.45 Detachment and Annexation to detach border properties or any neighboring parcels that are also part of the petition and annex them to another school district. This petition requires the approval of the resident district school board from which the land is proposed to being detached. This approval is not often granted, and there is no appeal of that school board decision.

5. Must our district's residents help pay off another district's operational or bonded debt if we consolidate or combine with them? What about operating levies?

   Not unless by agreement of the school boards involved. Typically, most consolidation or combination plans call for pre-existing school districts to pay off their own existing debt. After the effective date of reorganization, any new operating or bonded debt becomes a responsibility of all of the residents of the reorganized school district. Operating levies are combined and likewise become the responsibility of all of the residents.

6. In our reorganized district we would like equal numbers of school board members elected from election districts matching pre-existing school district boundaries. Can we do this?

   It would not be impossible, but it would not likely meet statutory requirements. There may be single, multi-member, at large, or a combination of election districts in an election district plan. There must be six or seven school board members, the election districts must be roughly equal in eligible voters (one person, one vote), boundaries must be drawn according to township, city, or precinct boundary election lines, candidates must reside in the election district, and each citizen can only vote for school board member candidates from their resident election district.

   Both consolidation and cooperation and combination provide for a transition school board that permits a combined school board for 3-5 years after the effective date of the consolidation or combination. An orderly reduction plan for the school board must be submitted to the secretary of state's office for review and comment.

7. In a consolidation or combination, what happens to secretaries, cooks, bus drivers, teacher aids, whether in a union or not? Do these employees have any seniority rights?

   Yes, if seniority rights are covered by a contract in a pre-existing district. Otherwise, non-licensed staff positions are dealt with through an employment plan approved by the new consolidated or combined school district board. It is the intent of the statutes that non-licensed staff be treated fairly in a consolidation or combination.

8. Please clarify the funding for consolidation and cooperation and combination.

   Consolidation currently provides transition revenues of $300 per pupil unit (ppu), up to 1,500 pupil units during the fires two years of the consolidation.

   Though the cooperation and combination statute is still in effect, the funding formula for new cooperation and combination plans after 1994 was repealed. Legislative staff reported in 2001 that legislators of both parties in the House and Senate were very receptive to funding new school district cooperation and combination plans if they were brought before the legislature. Under the old funding formula, cooperation and combination provided participating districts with approved cooperation and combination plans up to $600 per pupil units served (not resident pupil units) over four years of (a) cooperation (one or two years) and (b) combination (one, two, three, or four years). Like consolidating districts, combining districts can also make early retirement, transition, and severance and operating debt levies, if so desired.

9. If a district is divided through a dissolution and attachment or consolidation with two or more districts, what happens to the buildings and staff? The assets and liabilities of the district?

   Licensed and non-licensed staffs are divided between the enlarged districts on the basis of a combined seniority list according to the ratio of resident students assigned to each enlarged district. The buildings become the property of the enlarged district within which they are newly located. Assets and liabilities are divided between the enlarged districts through an order issued by the commissioner.

10. In a reorganization, what teacher contract applies if one contract is not agreed upon prior to the effective date of the reorganization? Are the features of both contracts automatically effective?

    By mutual agreement of the school boards and teacher associations, either or both of the pre-existing contracts may apply until a successor agreement is negotiated. If the effective date of the reorganization is July 1 of an even-numbered year, each of the respective contracts that applied to teachers in the pre-existing districts still apply; in an odd-numbered year, the contract of the pre-existing district with the largest number of teachers employed applies.

    No. The terms and conditions of the new contract are negotiable between the exclusive bargaining agent and the school board of the reorganized district.

11. Has the commissioner ever not approved a reorganization plan under consolidation, cooperation and combination, or dissolution and attachment?

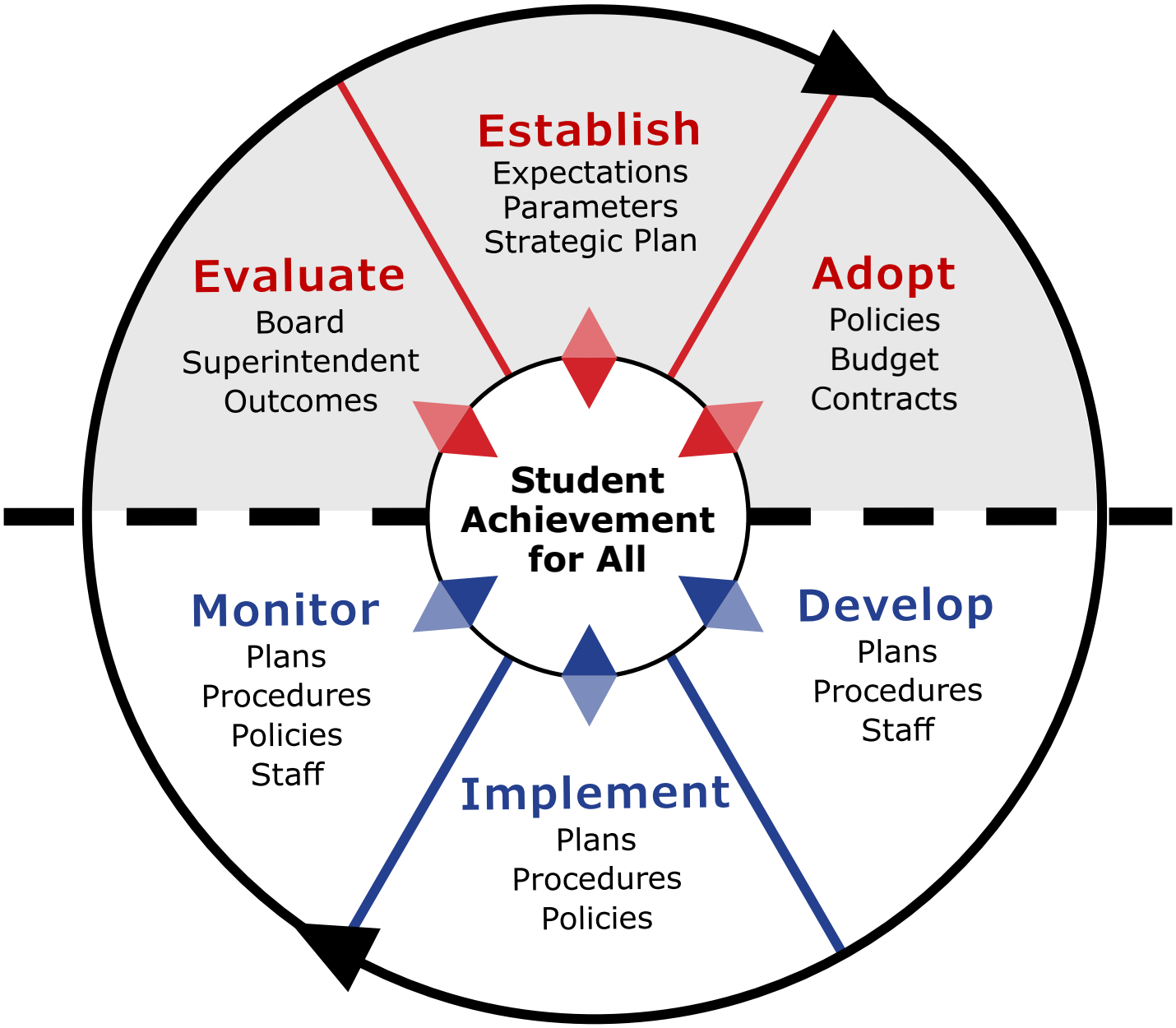
    The commissioner normally approves all consolidation, cooperation and combination, and dissolution and attachment plats/plans provided all legal requirements are met. A few cooperation and combination plans were not approved by the commissioner because they failed to meet all requirements, and/or the school site plan was inefficient, and/or the budget did not adequately improve programs and services, and/or the involvement of other school districts, staff, and parents/citizen were inadequate, and/or the proposed combination appeared to be educationally unsound and unsustainable.

MSBA

Board Governance Model

The School Board Governs

Setting expectations and parameters



The Superintendent Manages

Providing leadership and supervision

Carlton School Board
Monday, August 18, 2025 7:00 PM Central

Carlton Middle/High School Library
405 School Avenue
Carlton, MN 55718

Sue Karp:	Present
Ryan Leonzal:	Present
Ben Nilsen:	Present
Laura Nilsen:	Present
Sam Ojibway:	Present
Dan Solarz:	Present

Present: 6.

1. Call Meeting To Order
   - 1.1. Pledge of Allegiance
   - 1.2. Roll Call Attendance
2. Approve Meeting Agenda
   Recommend Approving Meeting Agenda. This motion, made by Sue Karp and seconded by Ben Nilsen, Carried.
   Sue Karp: Yea, Ryan Leonzal: Yea, Ben Nilsen: Yea, Laura Nilsen: Yea, Sam Ojibway: Yea, Dan Solarz: Yea
   Yea: 6, Nay: 0
3. Recognition of Public
   - 3.1. Notice Regarding Public Comment
   - 3.2. Public Comments
4. Presentations
   - 4.1. Guests: Gallagher -attached
   - 4.2. Positive Community Norms - Dawn Shoberg
5. Congratulations & Commendations
   - 5.1. Carlton Daze & National Night Out commendations
6. Reports
   - 6.1. Community Education Director - Daisy Rose
   - 6.2. South Terrace Principal - Kari Solarz
   - 6.3. MS/HS Principal - Warren Peterson
   - 6.4. Student Report
   - 6.5. American Indian Education Director - Gracie Evans
   - 6.6. Food Service Director - Val Dahl
   - 6.7. Athletic Director - Brent Pokornowski
   - 6.8. Positive Community Norms Director - Dawn Shoberg
   - 6.9. Superintendent - Mark Messman
   - 6.10. Board Committee Reports
     - 6.10.1. Policy Committee
     - 6.10.2. Facilities Committee
7. Consent Agenda
   Recommend Approval of items listed in Consent Agenda. This motion, made by Ben Nilsen and seconded by Sue Karp, Carried.

Sue Karp: Yea, Ryan Leonzal: Yea, Ben Nilsen: Yea, Laura Nilsen: Yea, Sam Ojibway: Yea, Dan Solarz: Yea
Yea: 6, Nay: 0

7.1. July Payroll & Wires
7.2. July Finance Checks
7.3. Approve the Minutes from July 22, 2025 Work Session
7.4. Approve Minutes from Regular Board Meeting July 22, 2025
7.5. Approve minutes from the July 29, 2025 Joint Working/Listening Session
7.6. Approve the Hire of Brigette Larson
7.7. Rescind Position - John Atella

8. Old Business
   8.1. Consolidation Update
   8.2. Enrollment Report
   8.3. Board Compensation Policy
   Recommend approval of the July-December 2025 Board Compensation Policy. This motion, made by Ryan Leonzal and seconded by Ben Nilsen, Carried.
   Sue Karp: Yea, Ryan Leonzal: Yea, Ben Nilsen: Yea, Laura Nilsen: Yea, Sam Ojibway: Yea, Dan Solarz: Yea
   Yea: 6, Nay: 0
9. New Business
   9.1. Approve Meal/Food Service Prices for 2025-2026
   Recommend Approving the meal prices. This motion, made by Sue Karp and seconded by Ryan Leonzal, Carried.
   Sue Karp: Yea, Ryan Leonzal: Yea, Ben Nilsen: Yea, Laura Nilsen: Yea, Sam Ojibway: Yea, Dan Solarz: Yea
   Yea: 6, Nay: 0
   9.2. Approve Staff/Employee Handbook
   Recommend Approval of the Staff Handbook. This motion, made by Dan Solarz and seconded by Ryan Leonzal, Carried.
   Sue Karp: Yea, Ryan Leonzal: Yea, Ben Nilsen: Yea, Laura Nilsen: Yea, Sam Ojibway: Yea, Dan Solarz: Yea
   Yea: 6, Nay: 0
   9.3. Approve Student Handbooks-ST & MS/HS
   Recommend approval of the South Terrace and MS/HS Student Handbooks. This motion, made by Dan Solarz and seconded by Ryan Leonzal, Carried.
   Sue Karp: Yea, Ryan Leonzal: Yea, Ben Nilsen: Yea, Laura Nilsen: Yea, Sam Ojibway: Yea, Dan Solarz: Yea
   Yea: 6, Nay: 0
   9.4. Approve Designated Signatories
   Recommend approval of the designated signatories. This motion, made by Ben Nilsen and seconded by Ryan Leonzal, Carried.
   Sue Karp: Yea, Ryan Leonzal: Yea, Ben Nilsen: Yea, Laura Nilsen: Yea, Sam Ojibway: Yea, Dan Solarz: Yea
   Yea: 6, Nay: 0
   9.5. Proposed Property Split

Recommend and approve proposed ISD 93 School Ave. property split from the City of Carlton. City of Carlton would request a cost estimation, with first right of refusal. This motion, made by Dan Solarz and seconded by Ryan Leonzal, Carried.
Sue Karp: Yea, Ryan Leonzal: Yea, Ben Nilsen: Yea, Laura Nilsen: Yea, Sam Ojibway: Yea, Dan Solarz: Yea
Yea: 6, Nay: 0

9.6. Review Meeting Times - Working Session & Regular Board Meeting
Approve alternate time set for future meetings to 6 PM, with two separate meetings for work sessions and regular board meetings. This motion, made by Sam Ojibway and seconded by Ben Nilsen, Carried.
Sue Karp: Yea, Ryan Leonzal: Yea, Ben Nilsen: Yea, Laura Nilsen: Yea, Sam Ojibway: Yea, Dan Solarz: Yea
Yea: 6, Nay: 0

9.7. Laptop Purchase for Staff
Approve technology purchase for a maximum total amount of $60,000.00, with the support of Dan Solarz to determine plan forward. This motion, made by Ryan Leonzal and seconded by Sue Karp, Carried.
Sue Karp: Yea, Ryan Leonzal: Yea, Ben Nilsen: Yea, Laura Nilsen: Yea, Sam Ojibway: Yea, Dan Solarz: Yea
Yea: 6, Nay: 0
Discussions on who needs what, what the urgency is. Some are on Chromebooks. Some laptops are so old they can't accept updates anymore. Handful that just don't work anymore. 14 inch vs. 16 inch screens, docking stations need, 5 year warranty on them. My have E-Rate program opportunities - teachers and staff = 46 units. 6 ea basic chromebooks. (Eliminates public data issues). Note the need for AI capabilities. still getting quotes and various option pricing. Up to $60K estimated cost at this time. $20-$30K managed services, we pay for licenses ourselves (most are at a cost savings) Dan has offered to assist and look at other options. We have a firewall contract we can't get out of. Note - all PC's need a surge protector for PC's.

9.8. Northspan - DEI Training Proposal
Motion to approve the contract from Northspan. This motion, made by Ben Nilsen and seconded by Sue Karp, Carried.
Sue Karp: Yea, Ryan Leonzal: Yea, Ben Nilsen: Yea, Laura Nilsen: Yea, Sam Ojibway: Yea, Dan Solarz: Yea
Yea: 6, Nay: 0

10. Policies

10.1. First (only) Reading - Mandatory Review Annually
Recommend and Approve adopting the listed policies. This motion, made by Dan Solarz and seconded by Ryan Leonzal, Carried.
Sue Karp: Yea, Ryan Leonzal: Yea, Ben Nilsen: Yea, Laura Nilsen: Yea, Sam Ojibway: Yea, Dan Solarz: Yea
Yea: 6, Nay: 0

11. Personnel
12. Reminders & Future Meetings

13. Adjourn
    Motion to Adjourn. This motion, made by Sue Karp and seconded by Ben Nilsen, Carried.
    Sue Karp: Yea, Ryan Leonzal: Yea, Ben Nilsen: Yea, Laura Nilsen: Yea, Sam Ojibway: Yea, Dan Solarz: Yea
    Yea: 6, Nay: 0

_____ School Board Clerk

_____ Date

_____ School Board Chair

_____ Date



Carlton Schools

Partnership Discussion
August 18, 2025

Gallagher

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A global snapshot

Founded in
1927



130+
Countries Served

Global Reach Local Presence
Shared values
Passion of excellence
Promises delivered



970+
Offices Globally

$11.3B
Total Adjusted Brokerage & Risk Management Revenues
Full Year 2024

56,000+
Employees Worldwide
As of December 31, 2024

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K-12 Education Expertise

3,000+

Benefits & HR Consulting
Clients in Public Sector and K-12 Education

6,800+

Public Sector and K-12 Education clients globally

100+

Minnesota Public Sector Clients

Top HR Priorities

71% Retaining Talent

49% Attracting Talent

40% Improving Employee Health & Wellbeing

Gallagher's 2024 Benefits Strategy & Benchmarking Survey

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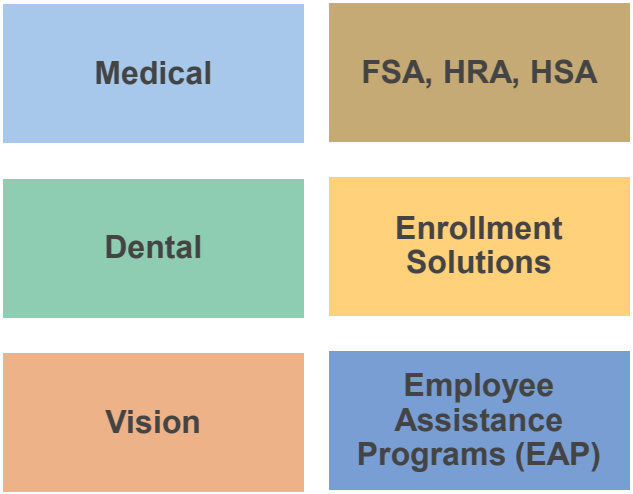


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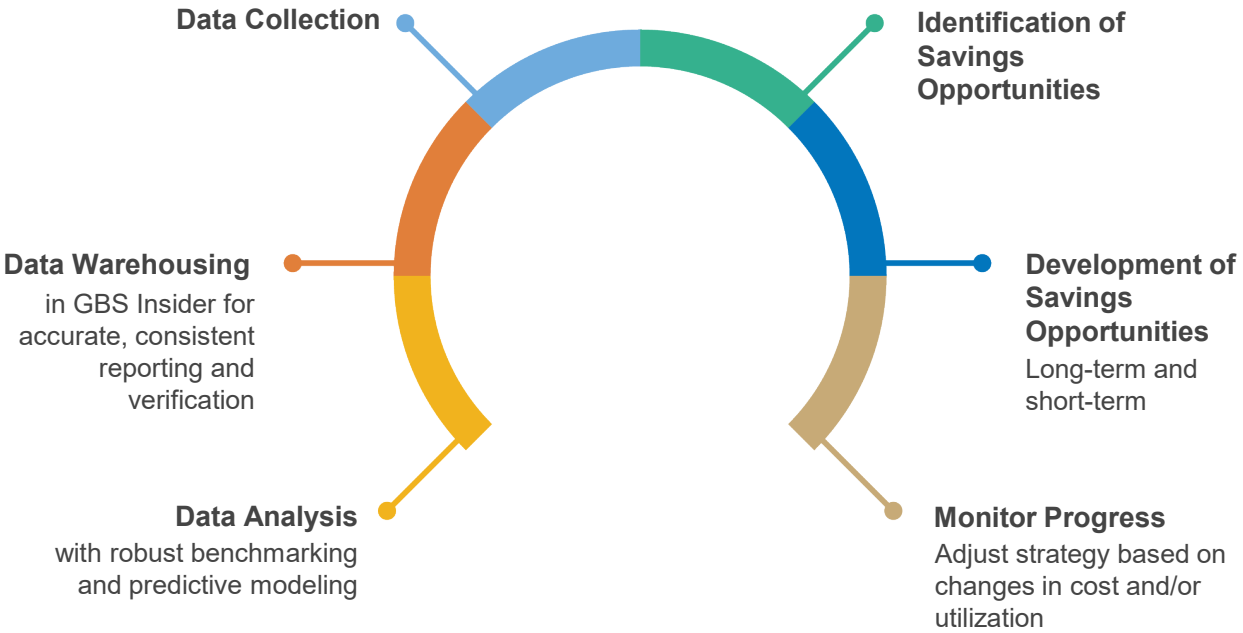


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Strategy is a data-driven process

Claims Cost Containment Strategy



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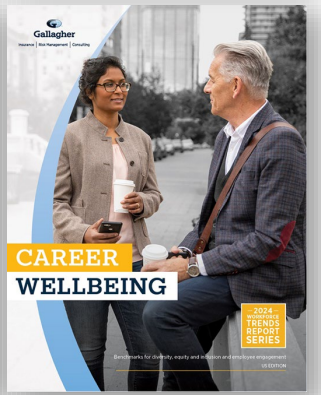
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- Workforce Trends Report Series
- Benefits Benchmarks Report
- Best-in-Class Benchmarking Analysis
- Salary Planning Survey Report
- Gallagher Better Works Insights







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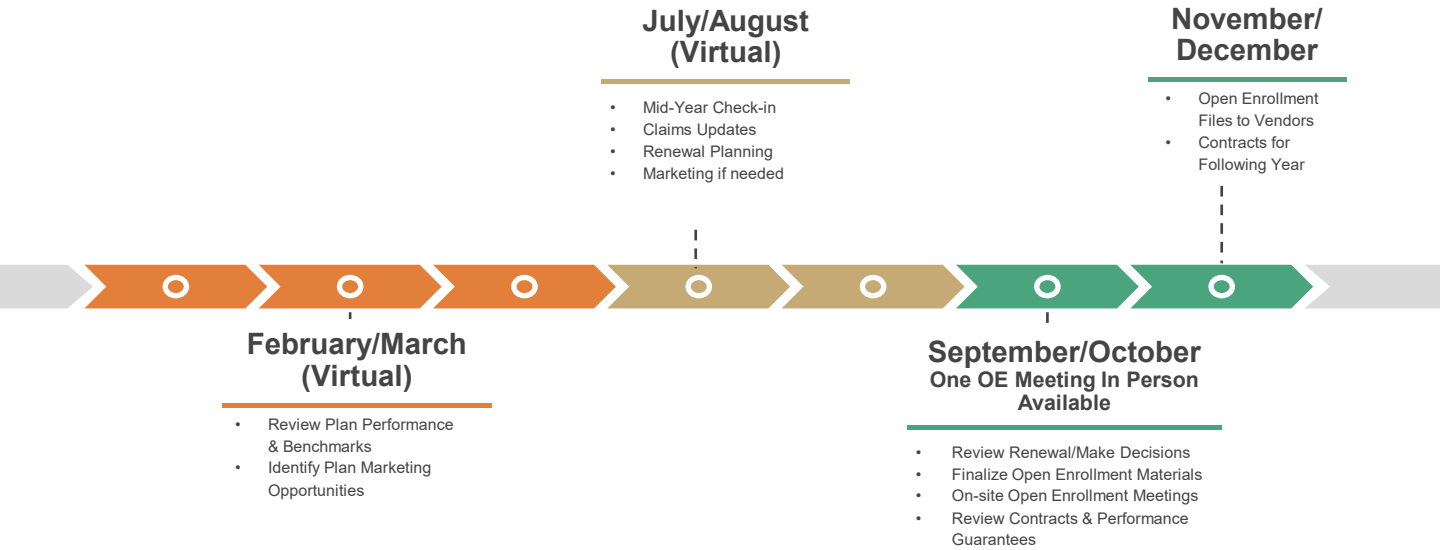
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Moving Forward Together

Sample Annual Calendar



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Remainder of 2025

Next Steps

Remainder of 2025:

- Market Health Insurance ASAP
- MN PFML – Support?
- Open Enrollment/Education

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Commitment to Transparency

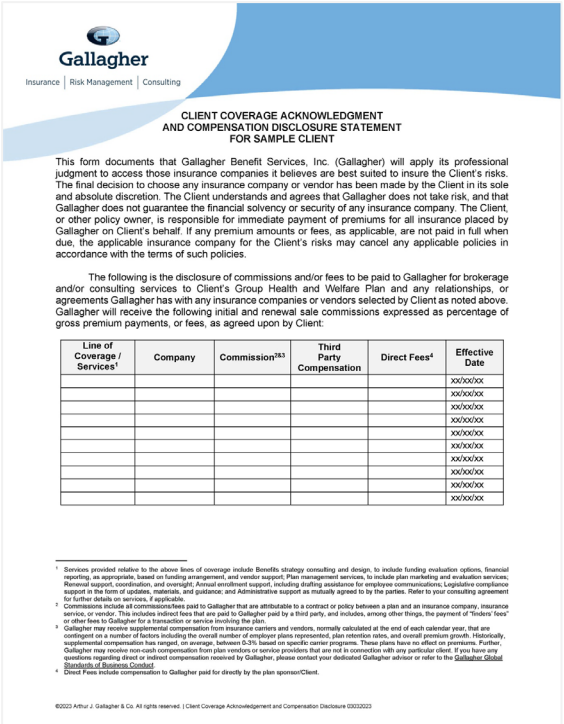
Our Proposed Compensation

Based on the data from our proprietary internal pricing tool, we are comfortable accepting the current compensation through existing commission structure.

We are confident we will provide a higher level of strategic expertise and service for your existing spend. If your organization prefers a different mode of compensation, we are happy to discuss further and accommodate.

Our Commitment to You:

- We will only accept client-authorized compensation
- We will provide a Compensation Disclosure Form annually, for both direct and indirect compensation
- All “carrier bids” will show our compensation



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CLIENT COVERAGE ACKNOWLEDGMENT AND COMPENSATION DISCLOSURE STATEMENT FOR SAMPLE CLIENT

This form documents that Gallagher Benefit Services, Inc. (Gallagher) will apply its professional judgment to access those insurance companies it believes are best suited to insure the Client’s risks. The final decision to choose any insurance company or vendor has been made by the Client in its sole and absolute discretion. The Client understands and agrees that Gallagher does not take risk, and that Gallagher does not guarantee the financial solvency or security of any insurance company. The Client, or other policy owner, is responsible for immediate payment of premiums for all insurance placed by Gallagher on Client’s behalf. If any premium amounts or fees, as applicable, are not paid in full when due, the applicable insurance company for the Client’s risks may cancel any applicable policies in accordance with the terms of such policies.

The following is the disclosure of commissions and/or fees to be paid to Gallagher for brokerage and/or consulting services to Client’s Group Health and Welfare Plan and any relationships, or agreements Gallagher has with any insurance companies or vendors selected by Client as noted above. Gallagher will receive the following initial and renewal sale commissions expressed as percentage of gross premium payments, or fees, as agreed upon by Client:

Line of Coverage / Services[1]	Company	Commission[2&3]	Third Party Compensation	Direct Fees[4]	Effective Date
					xx/xx/xx
					xx/xx/xx
					xx/xx/xx
					xx/xx/xx
					xx/xx/xx
					xx/xx/xx
					xx/xx/xx
					xx/xx/xx
					xx/xx/xx
					xx/xx/xx

[1] Services provided relative to the above lines of coverage include Benefits strategy consulting and design, to include funding evaluation options, financial reporting, as appropriate, based on funding arrangement, and vendor support; Plan management services, to include plan marketing and evaluation services; Renewal support, coordination, and oversight; Annual enrollment support, including drafting assistance for employee communications; Legislative compliance support in the form of updates, materials, and guidance; and Administrative support as mutually agreed to by the parties. Refer to your consulting agreement for further details on services, if applicable.

[2] Commissions include all commissions/fees paid to Gallagher that are attributable to a contract or policy between a plan and an insurance company, insurance service, or vendor. This includes indirect fees that are paid to Gallagher paid by a third party, and includes, among other things, the payment of “finders’ fees” or other fees to Gallagher for a transaction or service involving the plan.

[3] Gallagher may receive supplemental compensation from insurance carriers and vendors, normally calculated at the end of each calendar year, that are contingent on a number of factors including the overall number of employer plans represented, plan retention rates, and overall premium growth. Historically, supplemental compensation has ranged, on average, between 0-3% based on specific carrier programs. These plans have no effect on premiums. Further, Gallagher may receive non-cash compensation from plan vendors or service providers that are not in connection with any particular client. If you have any questions regarding direct or indirect compensation received by Gallagher, please contact your dedicated Gallagher advisor or refer to the Gallagher Global Standards of Business Conduct.

[4] Direct Fees include compensation to Gallagher paid for directly by the plan sponsor/Client.

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Proposed Compensation

Option 1: Consulting Agreement for Health Insurance $25,000

Option 2: Marketing Fee for 2025 ($10k), 2026 – 3% Commissions built in the Health Insurance Contract

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Gallagher CORE360™

Gallagher CORE360™ is our unique, comprehensive approach of evaluating our client's risk management program that leverages our analytical tools and diverse resources for customized, maximum impact on six cost drivers of their total cost of risk. We consult with you to understand all of your actual and potential costs, and the strategic options to reallocate these costs with smart, actionable insights. This will empower you to know, to control and to minimize your total cost of risk and improve your profitability.

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People Strategy

Gallagher's Benefits & HR Consulting team's holistic approach to benefits, financial and talent solutions enables your organization to navigate the future with confidence. We help simplify complexities across the broad scope of people strategy challenges to support the overall wellbeing of your organization.

Save the Date!

Benefits & HR Consulting Events

To view recordings of past Town Halls and Women's Leadership Events, please visit **Gallagher's HR & Benefits Resource Library**

Recorded 2025 HR Strategy Sessions

February 19	Crafting a Compelling Employee Communication Strategy
April 16	Reinvesting in Your People with Benefits, Financial, and Talent Strategies
June 18	Compliance Mid-Year Review
September 17	Harnessing the Power of Benchmarking Data for Organizational Success
November 5	Compliance Year-End Review

Recorded 2025 Women's Leadership Series

March 5	**Embracing Discomfort:** Navigating Growth Through Challenges
May 21	**Breaking the Cycle of Rust-Out:** Reignite Passion and Purpose at Work
July 23	**Pathways to Financial Confidence:** Strategies for Economic Empowerment

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3. **One Gallagher**
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4. **Proactive People Strategy**
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5. **Data Analytics**
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Thank you!

Jenny Van Deinse
Area Vice President
952.356.3852
jenny_vandeinse@ajg.com

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Community Education Report-August 2025

1. **ECFE/School Readiness**
    - **a.** Preschool registrations continue to be received, which is a great! We continue to monitor class numbers and will be making decisions on final class adjustments as needed.
    - **b.** Preschool programming will begin the week of September 8. Currently the class schedule is all-day Transitions class three days a week (Monday, Wednesday and Thursday) and Bridges class on Tuesdays and Thursdays (8:30am 11:30am).
    - **c.** ECFE programming will start later in September.

2. **Bulldog Kids Care**
    - **a.** Registration for the 2025-2026 school year is open. Currently, numbers are lower than previous years.
    - **b.** Summer programming will wrap up on August 22nd. Staff will have the last week of August for training, meetings and prepping the classroom for the new school year!

3. **Events**
    - **a.** Carlton Daze-July 25-27-It was a hot one! Community Education participated in the parade and hosted the Bubble DJ Dance Party in the park following the parade.
    - **b.** National Night Out-It was held on Tuesday, August 5, 2025. Attendance was high and people were everywhere! It was great! Pizza, watermelon and cookies were served for dinner. There was live music by Spencer Walton, a bounce house, face painting, emergency vehicles to explore, the Lake Superior Zoo Booth, family yard games and more! 400 slices of pizza were served and we ran out of food before the event was complete. It remains one of my favorite nights of the year and provides a strong community vibe!

4. **Community Education Classes**
    - **a.** Class planning is well underway. Many continued favorites are returning, such as Relaxation Yoga and Pickleball. There will be painting classes, Driver's Education and more offerings with The Green House. Also, listening to suggestions from community members, I am looking to possibly offer a dog obedience class and a sour dough class.

5. **Miscellaneous**
    - **a.** After School Enrichment- a few elementary student offerings will be out in the next edition of the Carlton Community News. A couple Northern Outdoors Club options and some craft classes as well.
    - **b.** South Terrace Open House-I plan to have a table in the lobby to promote upcoming Community Education classes and programming.

6. **Community News**
    - **a.** Deadlines: August 11, October 20 and December 19

Submitted August 11, 2025 by Daisy Rose

South Terrace Elementary – August 2025 Board Report
Submitted by: Kari Solarz, Principal

Enrollment
Projected enrollment for 2025–2026 is 158 students in grades K–6, with 8 classroom sections.

Handbook
The updated 2025–2026 South Terrace Family Handbook is ready for approval.

2025-26 South Terrace Family Handbook.docx

Wellness Policy Focus
This year, South Terrace will place a renewed emphasis on student health and wellness, in alignment with our district-wide wellness policy. Key areas include:

- Healthy Snacks & Beverages – Families are encouraged to send nutritious snacks such as fruits, vegetables, and whole grains. Cookies, candy, soda, and energy drinks are not permitted. Only plain water is allowed in water bottles.

- Daily Physical Activity – All students receive 30 minutes of physical education daily, plus 30 minutes of outdoor recess (weather permitting).

Our goal is to help students build lifelong healthy habits that support learning and well-being. A letter outlining these expectations will be included in all *Back-to-School* mailed packets to families.

Staffing
We are seeking one special education teacher for our classroom serving students with learning disabilities. All other positions are filled.

Facilities
Hallways have been waxed, walls freshly painted, and the building looks beautiful thanks to our custodial staff. We are student-ready for the year ahead.

Events
Open House: Wednesday, August 27, 4:00–6:00 PM
A Back to School Assembly will be held the first week to kick off another year of Bulldog Pride.

Superintendent report for August 18, 2025

Consolidation items to consider:

a. Timelines, options, tuition agreements vs. academic sharing
b. Impacts on contracts, seniority, compensation, benefits, etc.…
c. Resolutions, bonded debt, operating referendums, # board seats, etc.…

Student Data Specialist/MARSS part-time position

a. TBD

Certified negotiations progress and updates

a. Committee members
b. Language TA's
c. Finance

Insurance HITA bid process

a. Request for proposals
b. Brokerage support and guidance
c. Employee education, services, and resources
d. Explore brokerage support for health, life, disability PFML, property, casualty, liability

Facility updates include:

a. Committee meeting
b. Electrical panel, inspection complete/pass, insurance review and refund

Workshop Week:

a. August 25-28, breakfast on Monday at 8:00 a.m.
b. Variety of training opportunities, staff meetings, phones, IT, ICS staff survey, teams

Upcoming:

a. Aug. 19 - Frank, Michelle, Warren, and Mark will discuss staffing, bldg. capacity, options, recommendations for the board to consider in 2026-27
b. Martha Lippitt (SPED) mtg. on Thursday, 8/21
c. Certified negotiations on Thursday, 8/21 @ 10:00 a.m.
d. Certified negotiations on Thursday, 8/28 @ 10:00 a.m.

Carlton Independent School District 93
Detail Payment Register By Check
Fund Summary

Fund	Description	Total
01	General Fund	$54,440.77
02	Food Service Fund	$345.00
03	Transportation Fund	$2,423.40
04	Community Service Fund	$829.51
05	Capital Outlay Fund	$25,858.99
11	Student Activties	$200.00
Report Total		**$84,097.67**

INDEPENDENT SCHOOL DISTRICT 93 CARLTON
PAYROLL INFORMATION
July 2025

Fund	15th	Gross Pay by Fund	Benefit by Fund
FUND 01	GENERAL	$101,402.42	$33,473.00
FUND 02	FOOD SERVICE	$1,634.62	$764.11
FUND 03	TRANSPORTATION	$0.00	$0.00
FUND 04	COMMUNITY SERVICE	$8,526.42	$1,243.16
FUND 05	CAPITAL	$2,553.88	$974.68
FUND 45	OPEB	$100.00	$0.00
ALL	TOTAL	$114,217.34	$36,454.95

Wire Transfers	
$12,009.46	MN Teachers Retirement Assoc
$24,773.79	Internal Revenue Service
$4,083.33	MN Department of Revenue
$118.18	MN State Retirement System
$2,413.24	Employee Benefit Consultants
$5,342.48	Public Employees Retirement Assoc
$0.00	
$48,740.48	TOTAL WIRES

Fund	30th	Gross Pay by Fund	Benefit by Fund
FUND 01	GENERAL	$99,874.12	$35,369.06
FUND 02	FOOD SERVICE	$1,634.62	$764.11
FUND 03	TRANSPORTATION	$0.00	$0.00
FUND 04	COMMUNITY SERVICE	$5,658.85	$797.20
FUND 05	CAPITAL	$175.88	$54.90
FUND 45	OPEB	$100.00	$0.00
ALL	TOTAL	$107,443.47	$36,985.27

Wire Transfers	
$11,451.11	MN Teachers Retirement Assoc
$23,518.63	Internal Revenue Service
$3,954.91	MN Department of Revenue
$118.18	MN State Retirement System
$2,352.22	Employee Benefit Consultants
$4,940.96	Public Employees Retirement Assoc
$1,125.00	VEBA
$47,461.01	TOTAL WIRES

Fund	Total for the Month	Gross Pay by Fund	Benefit by Fund
FUND 01	GENERAL	$201,276.54	$68,842.06
FUND 02	FOOD SERVICE	$3,269.24	$1,528.22
FUND 03	TRANSPORTATION	$0.00	$0.00
FUND 04	COMMUNITY SERVICE	$14,185.27	$2,040.36
FUND 05	CAPITAL	$2,729.76	$1,029.58
FUND 45	OPEB	$200.00	$0.00
ALL	TOTAL	$221,660.81	$73,440.22

Total for the Month Wire Transfers	
$23,460.57	MN Teachers Retirement Assoc
$48,292.42	Internal Revenue Service
$8,038.24	MN Department of Revenue
$236.36	MN State Retirement System
$4,765.46	Employee Benefit Consultants
$10,283.44	Public Employees Retirement Assoc
$96,201.49	TOTAL WIRES

$295,101.03 Total Payroll (Salary & Benefits)

Carlton Independent School District 93
Multi Year - Exp Fd, Obj Series

Sequence: Fd, O/S

	Description	202312 Budget Revised23	202312 Year to Date	%	202412 Budget Revised24	202412 Year to Date	%	202512 Budget Revised25	202512 Year to Date	%
01	General Fund									
100	Salaries & Wages	3,088,787.00	2,905,122.91	94%	2,851,572.00	2,852,910.67	100%	2,779,165.00	2,733,106.75	98%
200	Employee Benefits	1,061,708.00	1,041,299.40	98%	1,024,934.00	994,088.14	97%	1,038,465.00	915,682.39	88%
300	Purchased Services	667,161.00	788,850.81	118%	624,207.00	907,234.73	145%	815,147.00	930,001.98	114%
400	Supplies & Materials	210,283.00	235,676.52	112%	319,184.00	298,102.91	93%	273,349.00	273,789.86	100%
500	Capital Expenditures	12,249.00	16,600.28	136%	50,515.00	54,723.74	108%	9,027.00	146,942.18	1628%
800	Other Expenditures	23,607.00	33,134.63	140%	30,107.00	22,788.37	76%	30,307.00	29,689.20	98%
900	Other Financing Uses	16,675.00	0.00	0%	0.00	0.00	0%	0.00	0.00	0%
01	General Fund	5,080,470.00	5,020,684.55	99%	4,900,519.00	5,129,848.56	105%	4,945,460.00	5,029,212.36	102%
02	Food Service Fund									
100	Salaries & Wages	76,408.00	67,147.67	88%	66,123.00	70,901.70	107%	81,901.00	69,065.97	84%
200	Employee Benefits	25,998.00	16,029.04	62%	22,291.00	20,716.87	93%	25,338.00	22,278.93	88%
300	Purchased Services	18,350.00	18,612.24	101%	20,053.00	17,454.80	87%	4,100.00	4,510.64	110%
400	Supplies & Materials	115,167.00	103,503.87	90%	115,167.00	136,184.64	118%	134,050.00	109,562.12	82%
500	Capital Expenditures	1,000.00	0.00	0%	7,088.00	7,088.20	100%	1,000.00	80.83	8%
800	Other Expenditures	250.00	0.00	0%	250.00	131.50	53%	250.00	375.00	150%
02	Food Service Fund	237,173.00	205,292.82	87%	230,972.00	252,477.71	109%	246,639.00	205,873.49	83%
03	Transportation Fund									
300	Purchased Services	332,670.00	442,735.33	133%	407,960.00	428,801.47	105%	439,460.00	469,884.33	107%
400	Supplies & Materials	50,600.00	76,548.76	151%	56,000.00	59,689.77	107%	61,000.00	53,810.33	88%
800	Other Expenditures	0.00	316.37	0%	0.00	106.25	0%	0.00	21.25	0%
03	Transportation Fund	383,270.00	519,600.46	136%	463,960.00	488,597.49	105%	500,460.00	523,715.91	105%
04	Community Service Fund									
100	Salaries & Wages	183,399.00	174,615.34	95%	211,215.00	221,282.07	105%	188,552.00	189,391.80	100%
200	Employee Benefits	31,204.00	26,249.34	84%	33,401.00	31,054.75	93%	27,438.00	27,687.73	101%
300	Purchased Services	17,788.00	13,024.15	73%	21,308.00	19,117.94	90%	29,418.00	27,890.99	95%
400	Supplies & Materials	24,174.00	18,270.13	76%	22,774.00	18,581.27	82%	16,905.00	11,113.14	66%
500	Capital Expenditures	1,600.00	1,229.25	77%	1,600.00	0.00	0%	100.00	0.00	0%
800	Other Expenditures	809.00	685.57	85%	854.00	490.27	57%	854.00	400.19	47%
04	Community Service Fund	258,974.00	234,073.78	90%	291,152.00	290,526.30	100%	263,267.00	256,483.85	97%
05	Capital Outlay Fund									

Carlton Independent School District 93
Multi Year - Exp Fd, Obj Series

Sequence: Fd, O/S

	Description	202312 Budget Revised23	202312 Year to Date	202312 %	202412 Budget Revised24	202412 Year to Date	202412 %	202512 Budget Revised25	202512 Year to Date	202512 %
05 Capital Outlay Fund										
100 Salaries & Wages		11,537.00	11,536.40	100%	11,805.00	11,804.97	100%	12,810.00	13,030.92	102%
200 Employee Benefits		2,682.00	2,454.34	92%	4,282.00	4,280.03	100%	4,480.00	4,237.40	95%
300 Purchased Services		71,850.00	98,795.04	138%	90,421.00	99,303.43	110%	90,549.00	109,079.30	120%
400 Supplies & Materials		31,550.00	3,885.85	12%	4,200.00	9,421.22	224%	12,900.00	6,195.66	48%
500 Capital Expenditures		35,529.00	56,241.81	158%	256,672.00	309,155.07	120%	47,375.00	55,258.21	117%
05 Capital Outlay Fund		153,148.00	172,913.44	113%	367,380.00	433,964.72	118%	168,114.00	187,801.49	112%
06 Construction										
500 Capital Expenditures		0.00	0.00	0%	0.00	72,635.25	0%	0.00	0.00	0%
06 Construction		0.00	0.00	0%	0.00	72,635.25	0%	0.00	0.00	0%
07 Debt Service Fund										
700 Debt Service		700,150.00	699,775.00	100%	657,650.00	657,275.00	100%	335,900.00	334,200.00	99%
07 Debt Service Fund		700,150.00	699,775.00	100%	657,650.00	657,275.00	100%	335,900.00	334,200.00	99%
11 Student Activties										
300 Purchased Services		0.00	14,451.29	0%	0.00	5,147.15	0%	0.00	13,182.07	0%
400 Supplies & Materials		50,000.00	9,456.08	19%	50,000.00	41,764.48	84%	50,000.00	38,343.51	77%
800 Other Expenditures		0.00	0.00	0%	0.00	3,035.00	0%	0.00	1,156.50	0%
11 Student Activties		50,000.00	23,907.37	48%	50,000.00	49,946.63	100%	50,000.00	52,682.08	105%
45 OPEB Irrevocable Trust										
200 Employee Benefits		52,180.00	8,334.41	16%	52,080.00	4,800.00	9%	13,100.00	4,200.00	32%
300 Purchased Services		0.00	249.96	0%	0.00	208.30	0%	250.00	249.96	100%
45 OPEB Irrevocable Trust		52,180.00	8,584.37	16%	52,080.00	5,008.30	10%	13,350.00	4,449.96	33%
	Report Totals:	6,915,365.00	6,884,831.79	100%	7,013,713.00	7,380,279.96	105%	6,523,190.00	6,594,419.14	101%

Carlton Independent School District 93

Check Register by Bank and Check

Check Number: 0-2147483647 Payment Date: 7/1/2025-7/31/2025 Period: 0-99999999

Batch	Bank	Pymt No	Check No	Pay Type	Grp	Code	Rcd	Vendor	Print	Recon	Void	Pmt/Void Date	Amount
	1	36368	63994	Check	1	4255		Erickson, Matthew	Yes	No	No	07/07/2025	100.00
		36370	63995	Check	1	47575		MADISON NATIONAL LIFE	Yes	No	No	07/07/2025	642.07
		36369	63996	Check	1	2700		SCHMIDT MICHAEL	Yes	No	No	07/07/2025	100.00
		36397	63997	Check	1	3336	REMIT	ACP CREATIVIT, LLC	Yes	No	No	07/15/2025	6,848.14
		36383	63998	Check	1	2251		ACT INC	Yes	No	No	07/15/2025	612.00
		36376	63999	Check	1	1331		AMAZON CAPITAL SERVICES	Yes	No	No	07/15/2025	4,202.89
		36375	64000	Check	1	11860		ARROWHEAD REGIONAL COMPUTIN	Yes	No	No	07/15/2025	23,097.22
		36382	64001	Check	1	2119	REMIT	AVIBEN BENEFIT PARTNERS, ELEVA	Yes	No	No	07/15/2025	272.78
		36379	64002	Check	1	17200		CITY OF CARLTON	Yes	No	No	07/15/2025	652.76
		36395	64003	Check	1	3281		CLOQUET SANITARY SERVICE	Yes	No	No	07/15/2025	1,088.54
		36409	64004	Check	1	4153		Culligan of Cloquet	Yes	No	No	07/15/2025	45.31
		36407	64005	Check	1	4136		D.A.D.S Bounce House Rentals	Yes	No	No	07/15/2025	387.60
		36381	64006	Check	1	20400		DALCO CORPORATION	Yes	No	No	07/15/2025	3,057.39
		36401	64007	Check	1	3844		DIAMOND M.C. ENTERTAINMENT	Yes	No	No	07/15/2025	400.00
		36385	64008	Check	1	23550		ESC SYSTEMS	Yes	No	No	07/15/2025	2,327.50
		36405	64009	Check	1	4069		Gina Knaus	Yes	No	No	07/15/2025	204.40
		36389	64010	Check	1	2870	REMIT	HILLYARD - THE CLEANING RESOUR	Yes	No	No	07/15/2025	5,915.89
		36378	64011	Check	1	1557		INFINITE CAMPUS INC	Yes	No	No	07/15/2025	3,431.20
		36392	64012	Check	1	3145	REMIT	INNOVATIVE OFFICE SUPPLIES	Yes	No	No	07/15/2025	200.95
		36399	64013	Check	1	3632		ISD #0011 - ANOKA-HENNEPIN	Yes	No	No	07/15/2025	250.00
		36404	64014	Check	1	3977		ISD #0015 - ST FRANCIS AREA SCHC	Yes	No	No	07/15/2025	200.00
		36393	64015	Check	1	3195		ISD #2580 - EAST CENTRAL HIGH SC	Yes	No	No	07/15/2025	160.00
		36394	64016	Check	1	3268		IXL LEARNING	Yes	No	No	07/15/2025	284.50
		36403	64017	Check	1	3972		JAYTECH WATER MANAGEMENT SO	Yes	No	No	07/15/2025	3,504.00
		36410	64018	Check	1	4237		Jeffrey A. Pesta	Yes	No	No	07/15/2025	810.00
		36387	64019	Check	1	2479		Laura Nilsen	Yes	No	No	07/15/2025	24.85
		36406	64020	Check	1	4084		Lind, Angela	Yes	No	No	07/15/2025	151.20
		36390	64021	Check	1	3084	REMIT	MARCO INC	Yes	No	No	07/15/2025	2,424.69
		36388	64022	Check	1	2545		MINNESOTA ENERGY RESOURCES	Yes	No	No	07/15/2025	365.15
		36413	64023	Check	1	47970		MINNESOTA POWER INC	Yes	No	No	07/15/2025	4,574.17
		36380	64024	Check	1	2017		MINNESOTA TELECOMMUNICATIONS	Yes	No	No	07/15/2025	667.00
		36391	64025	Check	1	3096		MN STATE HIGH SCHOOL MATHEMA	Yes	No	No	07/15/2025	700.00
		36396	64026	Check	1	3302	NEWRE	MRI SOFTWARE LLC	Yes	No	No	07/15/2025	80.00
		36386	64027	Check	1	2356		MSBA	Yes	No	No	07/15/2025	3,789.00
		36412	64028	Check	1	4257		Mystery Science	Yes	No	No	07/15/2025	999.00
		36411	64030	Check	1	4256		Northland Lawn & Sport LLC	Yes	No	No	07/15/2025	41.97
		36400	64031	Check	1	3781		PRESENCELEARNING INC	Yes	No	No	07/15/2025	70.00
		36402	64032	Check	1	3905		SCHOLASTIC INC	Yes	No	No	07/15/2025	1,233.29
		36377	64033	Check	1	1378		STACK BROTHERS	Yes	No	No	07/15/2025	689.00

Carlton Independent School District 93

Check Register by Bank and Check

Check Number: 0-2147483647 Payment Date: 7/1/2025-7/31/2025 Period: 0-99999999

Batch	Bank	Pymt No	Check No	Pay Type	Grp	Code	Rcd	Vendor	Print	Recon	Void	Pmt/Void Date	Amount
	1	36408	64034	Check	1	4144		ULINE	Yes	No	No	07/15/2025	988.52
64036		36414	64035	Check	1	76350		UPPER LAKES FOODS INC-127514	Yes	No	No	07/15/2025	95.00
		36415	64037	Check	1	82560		WKLK-FM, WKLK-AM & WMOZ-FM	Yes	No	No	07/15/2025	75.00
VOID		36416	64038	Check	1	3415	REMIT	CARLTON BUS SERVICE	Yes	No	No	07/15/2025	2,423.40
		36417	64039	Check	1	3486	REMIT	NORTHERN LIGHTS ACADEMY	Yes	No	No	07/15/2025	1,617.75
		36418	64040	Check	1	4258		Christopher Barousse	Yes	No	No	07/17/2025	105.00
		36419	64041	Check	1	2108		BODIN WAYNE	Yes	No	No	07/21/2025	36.56
		36420	64042	Check	1	3391		CREATIVEDGE DESIGNS, LLC	Yes	No	No	07/21/2025	2,562.50
		36421	64043	Check	1	2241		RYCHLAK DANIELLE	Yes	No	No	07/21/2025	137.47
		36423	64044	Check	1	2597		Kari Ries	Yes	No	No	07/25/2025	41.91
		36424	64045	Check	1	2334	REMIT	WELLS FARGO-PAYMENT REMITTAN	Yes	No	No	07/25/2025	1,410.10
								Bank Total: 1					$84,097.67
								Report Total:					$84,097.67

Carlton Independent School District 93
Work Session Minutes
Tuesday, July 22nd 2025
6:00 p.m.

The Board of Education Independent School District 93, Carlton, Minnesota, met for a Work Session on Tuesday, July 22nd, 2025, in the Carlton High School Library.

1. Leonzal called the meeting to order at 6:02 p.m.
    a. Roll call by Karp - Members present: Karp, L. Nilsen, Leonzal, B. Nilsen, Solarz, Ojibway, Superintendent Messman. Members Absent: None

2. MOTION by L. Nilsen to approve the agenda. SUPPORTED by Solarz. MOTION passes with an affirmative vote of 6-0.

3. Review of financial reports – general questions asked regarding expenditures. Long Term Facilities Maintenance Plan document reviewed.

4. New Business
    a. Superintendent & board priorities
        i. School District Finances
        ii. District Operations
        iii. Communications
        iv. District Partnerships
    b. Board Development & Management
        i. Encourage board members to attend MSBA leadership trainings
        ii. Review of surrounding area board compensations
        iii. Discussion regarding proposed policy, per meeting, mileage options
    c. Free & Reduced – documents reviewed for familiarity. Overall, form is difficult to understand and/or complete. Discussed providing prizes or contests for completing the document.
    d. Review of finalized AD document. Wrenshall ISD 100 mentioned a few small changes to wording.

5. MOTION by Solarz to Adjourn the meeting. SUPPORTED by B. Nilsen. MOTION passes with an affirmative vote of 6-0.

Meeting adjourned at 7:21 pm.

_____ _____ _____ _____

School Board Chair Date School Board Clerk Date

Carlton Independent School District 93
Regular Board Meeting Minutes
Tuesday, June 22, 2025
7:00 p.m.

The Board of Education Independent School District 93, Carlton, Minnesota, met for a Regular Board Meeting on Tuesday, July 22, 2025, in the Carlton Middle School/High School Library.

1. Leonzal called the meeting to order at 7:29 p.m.
   1.1. Roll call by Karp - Members present: Karp, L. Nilsen, Leonzal, Ojibway, B. Nilsen, Solarz, Messman. Members Absent: N/A

2. Adoption of Agenda – MOTION by Solarz, SUPPORTED by L. Nilsen. MOTION passes with affirmative vote of 6-0.

3. Recognition of Public

4. Presentations – None

5. Congratulations & Commendations
   5.1. Congratulations to Mark Messman as our new superintendent

6. Department Reports – as submitted, saved in the shared google drive/part of the board packet
   6.1. 6.8 - Superintendent Messman – Continue meeting with staff, appreciation for administration. Discussed challenges, and where we can see and obtain opportunities within the active community. Overview of current activities, facility (compressor) updates.

7. MOTION by L. Nilsen to approve the consent agenda. SUPPORTED by Ojibway. MOTION passes with affirmative vote of 6-0.

8. Old Business
   8.1. Joint Meeting on Tuesday 7/29 with ICS, Widseth and ISD 100 for consolidation planning. Both districts have signed the contract with ICS to begin the process.
   8.2. Enrollment update reports

9. New Business
   9.1. MOTION to approve the BoardBook purchase not to exceed $3500.00 by Solarz, SUPPORTED by B Nilsen. Discussion included M. Messman's experience with the application. Discussed savings in paper materials, time and efficiency. MOTION passes with affirmative vote of 6-0.
   9.2. MOTION by Solarz, SUPPORTED by Ojibway to approve the FDLTCC Concurrent Enrollment Contract FY 2025-2026. MOTION passes with affirmative vote of 6-0.
   9.3. MOTION by L. Nilsen SUPPORTED by Solarz. to Approve M. Messman to serve as Superintendent as per MN state statutes and laws. MOTION passes with affirmative vote of 6-0.
   9.4. MOTION by Solarz, SUPPORTED by B. Nilsen to appoint M. Messman as IOwA and CEO of Carlton Public Schools. MOTION passes with affirmative vote of 6-0.
   9.5. MOTION by B. Nilsen, SUPPORTED by L. Nilsen to approve the Client Services Agreement for School Psychologists. MOTION passes with affirmative vote of 6-0.
   9.6. MOTION to approve the long term facilities maintenance plan by Solarz, SUPPORTED by L. Nilsen. MOTION passes with affirmative vote of 6-0.
   9.7. Discussion regarding board compensation, recommended changes, further clarification is needed. MOTION to table this topic to the August board meeting by L. Nilsen, SUPPORT by B. Nilsen. MOTION passes with affirmative vote of 6-0.
   9.8. MOTION to approve the bids for milk and bread services by L. Nilsen, SUPPORTED by B. Nilsen. MOTION passes with affirmative vote of 6-0.

9.9. MOTION to approve the NLSEC Rider for School Psychologist for FY 25-26 by Solarz, SUPPORTED by L. Nilsen. MOTION passes with affirmative vote of 6-0.
9.10. MOTION to approve MOA for Just for Kids Dental by L. Nilsen, SUPPORTED by Ojibway. MOTION passes with affirmative vote of 6-0.
9.11. MOTION to approve Guaranteed Network Services (GNS) for services by Solarz, SUPPORTED by B. Nilsen. MOTION passes with affirmative vote of 6-0. Training to come for staff.
9.12. Hearing pursuant to Minnesota Statutes 122A.33, subd. 3. Open Session. Statement read by L. Nilsen.

MOTION to recess for 5 minutes by L. Nilsen, SUPPORTED by Solarz, MOTION passes with an affirmative vote of 6-0. (9:03pm)
MOTION to resume by Solarz, SUPPORTED by L. Nilsen, MOTION passes with an affirmative vote of 6-0. (9:08pm)

10. MSBA Mandatory Policy Readings
    10.1. First and only readings of the following policies. MOTION to approve by L. Nilsen, SUPPORT by B. Nilsen. MOTION passes with affirmative vote of 6-0.
        10.1.1. 402 - Disability Nondiscrimination Policy
        10.1.2. 416 - Drug, Alcohol, and Cannabis Testing
        10.1.3. 533 - Wellness
        10.1.4. 612.1 - Development of Parent & Family Engagement Policies for Title 1 Programs
        10.1.5. 620 - Credit for Learning
        10.1.6. 903 - Visitors to School District Buildings and Sites
    10.2. Second readings (Final) MOTION to approve by Solarz, SUPPORT by L. Nilsen. MOTION passes with affirmative vote of 6-0.
        10.2.1. 418 - Drug-Free Workplace/Drug Free School
        10.2.2. 501 - School Weapons Policy
        10.2.3. 502 - Search of Student Lockers, Desks, Personal Possessions, and Student's Person
        10.2.4. 515 - Protection and privacy of Pupil records
        10.2.5. 516 - Student Medication and Telehealth
        10.2.6. 524 - Internet, Technology and cell phone acceptable use and policy
        10.2.7. 534 - School meals policy
        10.2.8. 709 - Student Transportation Safety Policy
        10.2.9. 806 - Crisis Management policy

11. Personnel – None

12. Reminders –See future meetings list

13. Future Meetings –
    Joint Board Meeting with Wrenshall ISD 100, July 29, 2025 6-8 PM - South Terrace
    Facilities Committee Meeting, August 11, 2025, 6:30 pm– District Board Room
    School Board Work Session, Monday, August 11, 2025, 7:00 pm- District Board Room
    Regular School Board Meeting, Monday, August 18, 2025, 7:00 p.m. - MS/HS Library

14. MOTION by Karp to Adjourn the meeting, SUPPORTED by L. Nilsen. MOTION passes with affirmative vote of 6-0.

    The meeting adjourned at 9:16 p.m.

_____ _____ _____ _____
School Board Chair Date School Board Clerk Date

Carlton Independent School District 93
Joint Working/Listening Session Minutes
Tuesday, July 29th 2025
6:00 p.m.

The Board of Education Independent School District 93, Carlton, Minnesota, and the Board of Education Independent School District 100 met for a joint Work/Listening Session on Tuesday, July 29th, 2025, in the South Terrace Elementary cafetorium.

1.0 L. Nilsen called the meeting to order at 6:12 p.m.

1.1 ISD #93 Roll call by Karp – Present: L Nilsen, Leonzal, Karp, B Nilsen, Messman. Absent: Ojibway, Solarz
ISD #100 Present: Carlson, Riley, Ankrum, Johnson, Beck, Laveau (remote), Schill. Absent: none

2.0 ICS representative Nathan Norton and Widseth representative Katie Hildenbrand presented their joint board workshop agenda. 1. Process Overview, 2. Roadmap overview with potential timelines, 3. Project Oversight Committee, 4. Listening Session, and 5. Review of preliminary results.
Discussion included a series of 6 "ThoughtExchange" questions, submitting responses to specific consolidation-related topics, and then ranking those submissions. The group previewed preliminary results of that exercise.

6.0 MOTION by B Nilsen, SUPPORTED by Leonzal to Adjourn the meeting. MOTION passes with an affirmative vote of all in attendance.

Meeting adjourned at 7:34 pm.

_____	_____	_____	_____
School Board Chair	Date	School Board Clerk	Date

_____	_____	_____	_____
School Board Chair	Date	School Board Clerk	Date

JOINT SESSION

OF THE WRENSHALL AND CARLTON BOARDS OF EDUCATION

JULY 29 MEETING RECAP

Last night **the joint board** and **both superintendents** worked through a series of ThoughtExchange questions, submitting responses to specific **consolidation-related topics** and then ranking those submissions. The group and those in attendance previewed preliminary results of that exercise. It was a **collaborative and productive milestone**. Next, ICS will take other stakeholder groups through a similar process. Please stay tuned for those details. *Your involvement will be critical!*

School Board Compensation Plan

July 2025–December 2025

Meeting Pay: $40.00/per meeting

Board members have the right to claim compensation for board meetings.This only applies to meetings directed and supported by the school board. Additional meeting examples: committees, special meetings, emergency, conferences (1 meeting or 1 conference day=$40.00).

Board Chair: Base rate $500/per year.

The Board Chair will receive $250 every 6 months as base pay.

Board Member Mileage: Standard IRS Rate

Board members have the right to claim mileage reimbursement for meetings or conferences that take place outside of Carlton/Wrenshall School Districts. Board members can no longer claim mileage reimbursement for board meetings or meetings within Carlton/Wrenshall district boundaries.

Board Member Accountability: Attendance Policy

Board members will be expected to sign in for each meeting attended on the district attendance sheet or on the google drive sheet. The goal is to provide transparency and accountability and provide accurate compensation.

Board Member Trainings/Conferences:

Board members are highly encouraged to attend MSBA trainings and other related trainings that would benefit overall board governance and growth. Board members shall notify the chair of requested training/conferences prior to commitment or payment. Board chair will verify the cost of attendance is within the board development budget and will approve training through email confirmation to attendee and accounts payable personnel.

Board Member Benefits:

Board members receive free admission to all MSHSL athletic events during regular seasons.

Employee Handbook
2025-2026



updated 7/21/2025

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Carlton Public Schools
2025-2026 School Year Calendar

The Leader in Educational Transformation

School Board Approved: 5/19/2025

COLOR INFORMATION KEY
New Teacher Inservice - No School for Students
No School for Students - Flex Fridays
No School for Students-Staff Professional Development Day
Teacher Inservice / No School for Students
No School / No Staff
First Day of School / Kindergarten Transition
Kindergarten Round-Up
Graduation
Conferences

Quarter 1: 9/2 - 10/30	35 days	Teacher Days	183
Quarter 2: 11/3- 1/15	36 days	Student Days	146
Semester 1: 9/4 - 1/15	71 days		
Quarter 3: 1/19 - 3/19	36 days		
Quarter 4: 3/30 - 6/3	39 days		
Semester 2: 1/20 - 6/3	75 days		

****Please Note: No more early outs. Wednesdays will be full days.

July 2025

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

August 2025

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

September 2025

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

October 2025

S	M	T	W	T	F	S
			1	2	3	4
5	6	7		9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

November 2025

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

December 2025

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

January 2026

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

February 2026

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

March 2026

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12		14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

April 2026

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

May 2026

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21		23
24	25	26	27	28	29	30
31						

June 2026

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

- 8/21 - New Teacher Inservice Day - No School for Students
- 8/25-8/28 Teacher Inservice Days - No School for Students
- 9/1 - No School/No Staff
- **9/2 - First day of School for 1-12 Students**
- 9/2 - Kindergarten Transition Day - Scheduled appts.
- **9/3 - First day of School for K Students**
- 9/8 - Picture Day
- 9/12, 9/19, 9/26 - No School Flex Fridays
- 10/3, 10/10, 10,24, 10/31 - No School Flex Fridays
- 10/9 - Fall Conferences
- 10/13 - Picture Retake Day
- 10/1-10/18 - Conference Flex Dates
- 10/16 & 10/17 - ED Mn Break (No School K-12)
- 11/7, 11/14/, 11/21 - No School Flex Fridays
- 11/26- 11/28 - Thanksgiving Break (No School K-12)
- 12/5, 12/12, 12/19 - No School Flex Fridays
- 12/24-1/1 - Winter Break (No School K-12)
- 1/2, 1/9/, 1/16 - No School Flex Fridays
- 1/19 - Teacher Inservice - No school for students
- 1/26 - Teacher Inservice - No school for students
- 2/6, 2/13, 2/27 - No School Flex Fridays
- 2/12 - Winter Conferences
- 2/16 - Presidents Day (No School K-12)
- 2/10-2/27 - Conference Flex Dates
- 3/6, 3/13, 3/20 - No School Flex Fridays
- 3/13 Kindergarten Round-Up
- 3/23-3/27 - Spring Break (No School K-12)
- 4/3, 4/10, 4/17, 4/24 - No School Flex Fridays
- 5/1, 5/8, 5/15, 5/22 - No School Flex Fridays
- 5/22 NO SCHOOL - K-11
  Graduation 7:00 pm - Seniors Only and Staff Attend
- 5/25 - Memorial Day (No School K-12)
- **6/3 - Last Day of School (End of Quarter 4)**
- 6/4 - Teacher Inservice - No School for Students

GENERAL INFORMATION

INTRODUCTION

Welcome to Carlton School District! We are excited to have you as a part of our team. Our mission is to educate. empower and inspire. We work hard every day to make that mission come alive, and all employees in our school district play an important role in ensuring this goal is achieved.

The purpose of this handbook is to provide you with general information and guidelines about your employment. It is not intended to be comprehensive and it does not confer any contractual rights, either expressed or implied. It is your responsibility to read this handbook and understand its contents. Any questions should be addressed to the district office. All district policies can be accessed on our school web page.

Although every effort will be made to update the handbook on a timely basis, ISD 93's Board of Education reserves the right, and has the discretion, to change any policies, procedures, benefits, and terms of employment without notice, consultation, or publication, except as may be required by contractual agreements and law. The district reserves the right, and has the discretion, to modify or change any portion of this handbook at any time.

STATEMENT OF NON-DISCRIMINATION

It is the policy of ISD 93 to comply with federal and state law prohibiting discrimination and all requirements imposed by or pursuant to regulations issued thereto, to the end that no person in the school district shall on grounds of race, color, national origin, creed, religion, sex, marital status, age, status with regard to public assistance, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any education program, or in employment, or recruitment, consideration or selection, therefore, whether full time or part time under an education program or activity for which the school district is responsible.

TEAMWORK

Providing a quality education for students and a quality work experience for you involves teamwork between you and your colleagues. Teamwork is demonstrated by showing respect, cooperation and professionalism at all times. Serving as an effective member of your team is key to accomplishing the school district's mission and vision.

CODE OF ETHICS for ALL STAFF

When in the capacity of a district employee, you are required to represent the district positively in all cases. All Staff:

1. Strive for a positive attitude.
2. Strive for respectful communication.
3. Act with integrity and show courtesy to others.
4. Always honor the confidentiality of student, family and staff information.
5. Always remember that the success of every student is paramount to our purpose and responsibility.
6. Be honest, open and focus on problem solving.
7. Respect each other's differences (listen objectively).
8. Support the consensus arrived by the group or the decisions of administration and move forward together.
9. Strive to do our fair share of what needs to be done for school and student success.
10. Support regular evaluation and reflection of our performance.
11. Show up for work every day.
12. Be on time.
13. Strive to be the best educator you can be.

CODE OF ETHICS for TEACHERS - Adopted by the NEA 1975 Representative Assembly

PRINCIPAL l: COMMITMENT TO THE STUDENT
The educator strives to help each student realize his or her potential as a worthy and effective member of society. The educator therefore works to stimulate the spirit of inquiry, the acquisition of knowledge and understanding, and the thoughtful formulation of worthy goals.

In fulfillment of the obligation to the student, the educator-

- Shall not unreasonably restrain the student from independent action in the pursuit of learning.

- Shall not unreasonably deny the student's access to varying points of view.
- Shall not deliberately suppress or distort subject matter relevant to the student's progress.
- Shall make reasonable effort to protect the student from conditions harmful to learning or to health and safety.
- Shall not intentionally expose the student to embarrassment or disparagement.
- Shall not on the basis of race, color, creed, sex, national origin, marital status, political or religious beliefs, family, social or cultural background, or sexual orientation, and/or unfairly exclude any student from participation in any program.
- Deny benefits to any student, and/or grant any advantage to any student.
- Shall not use professional relationships with students for private advantage.
- Shall not disclose information about students obtained in the course of professional service unless disclosure serves a compelling professional purpose or is required by law.

PRINCIPLE II: COMMITMENT TO THE PROFESSION
The education profession is vested by the public with a trust and responsibility requiring the highest ideals of professional service.

In the belief that the quality of the services of the education profession directly influences the nation and its citizens, the educator shall exert every effort to raise professional standards, to promote a climate that encourages the exercise of professional judgment, to achieve conditions that attract persons worthy of the trust to careers in education, and to assist in preventing the practice of the profession by unqualified persons.

In fulfillment of the obligation to the profession, the educator
- Shall not in an application for a professional position deliberately make a false statement or fail to disclose a material fact related to competency and qualifications.
- Shall not misrepresent his/her professional qualifications.
- Shall not assist any entry into the profession of a person known to be unqualified in respect to character, education, or other relevant attribute.
- Shall not knowingly make a false statement concerning the qualifications of a candidate for a professional position.
- Shall not assist a noneducator in the unauthorized practice of teaching.
- Shall not disclose information about colleagues obtained in the course of professional service unless disclosure serves a compelling professional purpose or is required by law.
- Shall not knowingly make false or malicious statements about a colleague.
- Shall not accept any gratuity, gift, or favor that might impair or appear to influence professional decisions or action.

UNACCEPTABLE BEHAVIOR
Carlton Public Schools expects each employee to act in a mature and responsible way at all times. If you have any questions concerning any work or safety rule, or any of the unacceptable activities listed below, please see your supervisor. Note that the following list of unacceptable activities does not include all types of conduct that can result in disciplinary action, up to and including termination/discharge. Nothing in this list alters the at-will nature of employment for some employees of the district.

1. Violation of any Carlton policy or Procedural Directive.
2. Threatening, bullying, intimidating or coercing fellow employees on or off the premises at any time, for any purpose.
3. Negligence or any careless action which may endanger the health, safety or well-being of the individual or another person.
4. Being intoxicated or under the influence of a controlled substance, including alcohol, while at work; use, possession or sale of a controlled substance in any quantity while on district premises, except medications prescribed by a physician which do not impair work performance, except cannabis, which cannot be used or possessed even with a prescription.
5. Possession of dangerous or illegal firearms, weapons or explosives on district property or while on duty.
6. Engaging in criminal conduct or acts of violence at any time or making threats of violence toward anyone on district premises or when representing Carlton; fighting, or provoking a fight on district property, or negligent damage to property.

7. Insubordination or refusing to obey instructions properly issued by your supervisor pertaining to your work; refusal to help out on a special assignment or refusing to cooperate in investigations.
8. Engaging in an act of sabotage; negligently causing the destruction or damage of district property, or the property of fellow employees, customers, suppliers, or visitors..
9. Theft or unauthorized possession of district property or the property of fellow employees; unauthorized possession or removal of any district property, including documents, from the premises without prior permission from management; unauthorized use of district equipment or property for personal reasons; using district equipment for profit.
10. Dishonesty; falsification or misrepresentation of information that you're given or have received.
11. Dishonesty; falsification or misrepresentation on your application for employment or other work records; untruthfulness about sick or personal leave; falsifying reason for a leave of absence or other data requested by Carlton; unauthorized alteration of district records or other documents.
12. Misrepresentation of information to further your cause.
13. Spreading malicious gossip and/or rumors; engaging in behavior which creates discord and lack of harmony; interfering with another employee on the job; restricting work output or encouraging others to do the same.
14. Immoral conduct or indecency on district property.
15. Unsatisfactory or careless work, failure to meet work productivity or work quality standards.
16. Any act of harassment or retaliation based on disability, race, ethnicity, color, sex, sexual orientation, national origin or ancestry, religion, age, veteran status, HIV status and/or any other protected status as defined by law.
17. Leaving work before the end of a workday or not being ready to work at the start of a workday without approval of your supervisor; stopping work before time specified for such purposes.
18. Sleeping or loitering during working hours.
19. Excessive use of telephones or electronic devices for non-business related activities including but not limited to personal calls, text messaging, social networking, etc. .
20. Smoking on district property or in district vehicles.
21. Creating or contributing to unsanitary conditions.
22. Failure to report an absence or late arrival; unauthorized or excessive absences or lateness.
23. Obscene or abusive language toward any supervisor, employee, colleague, parent, or student; indifference or rudeness; any disorderly/antagonistic conduct on district premises.
24. Speeding or careless driving of district vehicles.
25. Failure to immediately report damage to, or an accident involving, district equipment.
26. Unauthorized soliciting during working hours and/or in working areas; selling merchandise or collecting funds of any kind for charities or others without authorization during business hours, or at a time or place that interferes with the work of another employee on district premises.
27. Failure to use required timesheets, alteration of your own timesheet or records or attendance documents, punching or altering another employee's timesheet or records, or causing someone to alter your timesheet or records.
28. Sharing or disseminating personal, sensitive, or confidential information about an employee, student, or parent. No employee will disclose confidential information unless legal requirements demand such information be revealed or disclosure is necessary to prevent serious and foreseeable harm.
29. Negligence or any careless action which allows others access to personal or confidential information about employees or students. Willfully providing someone access to personal or confidential information about employees or students.
30. Any other act or omission which impairs or restricts the ability of the district to provide a safe and healthy environment for employees and students.Violation of security or safety rules or failure to observe safety rules or Carlton safety practices; failure to wear required safety equipment; tampering with Carlton equipment or safety equipment.

EMPLOYEE EXPECTATIONS

PLEDGE OF ALLEGIANCE

Minnesota Statutes 121A.11 mandated the Pledge of Allegiance be recited at least once a week in public schools. Anyone who does not wish to participate in reciting the pledge of allegiance for any personal reason may elect not to do so. Students and staff must respect another person's right to make that choice.

BUILDING KEYS AND SECURITY CARDS
Security cards and keys will be issued through the district office as appropriate and necessary for your assigned duties. You will be required to sign out your keys and security card. Should your employment with the district end, you are required to return all keys and security cards to the district office.

CLASSROOM AND OFFICE ORGANIZATION AND FIRE MARSHALL REQUIREMENTS

- All spaces need to be neat, orderly, and professional and have an ease of access.
- Clearance from the ceilings should be 18-24 inches.
- All places of employment, passageways, storerooms, and service rooms shall be kept clean and orderly and in sanitary conditions.
- Electrical panels should be locked.
- Artwork and teaching material shall be permitted to be attached directly to walls, but shall not exceed 20 percent of the wall area.
- Objects cannot be hung from ceilings.
- There should not be an excessive amount of plants. Plants can cause mold/dust which can cause allergies and sickness.
- Space heaters are not allowed.
- Microwaves, coffee pots, refrigerators, etc. are not permitted in classrooms. Three prong appliances are allowed in kitchens, designated break rooms and staff work rooms.
- Hazardous chemicals that are in secondary containers need proper labeling. The identity of hazardous chemicals, the appropriate hazard warning and the chemical manufacturer, along with other forms of warning, material safety data sheets, and employee information and training must be provided.

EMERGENCY CLOSINGS

Information concerning school closings and emergencies will be announced through the automated messenger system, on local radio and news channels. The table below outlines expectations for staff on Emergency Closing days.

Employee Group	**Paid Day*** Report for Duty/ Use Personal or Vacation Day/Excused by admin	**Unpaid Day**** No Report for duty or work from home expectation
Superintendent	X	
district office staff	X	
Principals	X	
Custodians	X	
K-12 Teachers, Nurse, Academic and Emotional Learning Counselor, ECSE Teacher,	Teachers may be notified to report to work late on school closing days. The school calendar may be modified to make up student or staff days as determined by the School Board. Supt and principals work on all emergency closing days. E-learning days may be implemented on poor weather days as determined by administration.	
School Office Staff	X	
Paraprofessionals	X	
AIE Staff	X	

Food Service Staff	X	
All Other Hourly Employees	X	
Community Education Staff	Determined by CmEd Director	Determined by CmEd Director

*Superintendent may waive the requirement to report to work if there is extreme weather or emergency conditions.

**If the calendar is modified and student days are added to the calendar, all staff are expected to work those days. In the case of delayed starts due to inclement weather, employee start times are adjusted accordingly but compensated for a typical day of work.

DRESS CODE

Employees are expected to project a professional image that sets positive dress and grooming examples for students. Employees must adhere to standards of dress and appearance that are compatible with an effective and professional learning environment and job duties. The building administrator may designate days when reasonable modifications to this policy may be made such as spirit days.
The following attire is prohibited:

- Apparel promoting products or activities that are illegal for use by minors.
- Objectionable emblems, signs, words, objects or pictures on clothing communicating a message that is racist, sexist or otherwise derogatory.

DOOR SECURITY

Doors to enter the school facilities are generally locked during the school day. Teachers with exterior doors in their classrooms must keep those doors locked and closed also. Staff are given access cards that enable them to enter through doors with card readers. If the access doors are locked, visitors and students must request entrance to the building by utilizing the video/speaker system at the designated doors. **It is extremely important that staff and students NOT open doors for visitors or students**. Office staff need to know who has entered the building. Staff should model and enforce this expectation with students.

EMERGENCY PLANS/PROCEDURES

All staff must be familiar with the Crisis Management Plan and actively adhere to all procedures in drills or in the case of an actual incident. If there are any questions about Emergency Plans/Procedures, talk to your supervisor.

EMAIL COMMUNICATION AND INTERNET USE

Email is our primary way of communication. Employees of the school district are assigned a school email address and access to the school network at the time of their hire. Employees are expected to check their school email at appropriate times during the work day to obtain communications from their supervisors or other district employees. If an email includes a specific question or concern, employees are expected to respond within 24 hours. Teachers and administration must respond to a parent/guardian question or concern within 24 hours. School emails and an employee's use of the internet via the school network or any district owned device are not private and may be accessed by supervisors if there is a concern of inappropriate email or internet use.

Chain of Command/Communication for Carlton School District #93

You will likely need to contact and communicate with district colleagues, teachers, administrators, and other staff members. While there's nothing wrong with talking to district level staff or board members, keep in mind that questions, concerns, or complaints should follow an established chain of communication. Additionally, please understand that individual board members do not have authority to direct the work of district staff members. Directing requests through your immediate supervisor, administrator, or the superintendent can assist with appropriate prioritization, identifying information that may be readily available, and determining when it may be appropriate to have the full board weigh in regarding certain requests and/or solutions.

The following steps outline how information and decisions should flow in a structured and efficient manner. Adhering to these steps will ensure accountability, clarity, and the proper escalation of concerns or directives.

Escalation Protocol

For concerns or issues, the chain of command should be followed step-by-step:

1. **Student/Athlete/Parent** → Teacher/Coach
2. **Teacher/Employee Issue** → Department Head, Immediate Supervisor, or Principal
3. **Unresolved Issue** → Principal & Union Leadership
4. **Final Level** → Superintendent & Union Leadership → Board of Education (if policy-level concern)

Communication Protocol

For questions, concerns, or issues, the chain of communication should be followed step-by-step:

1. Students and Families

- **Role**: Primary stakeholders; recipients of educational services.
- **Communication To/From**:
  - **To**: Teachers (first point of contact), Counselors, Principals
  - **From**: Teachers, Principals, District Communications

2. Classified Staff / Support Staff

(e.g., secretaries, custodians, paraprofessionals, cafeteria workers)

- **Role**: Ensure the school operates efficiently and safely, and provide student support services.
- **Communication To/From**:
  - **To**: Immediate Supervisors, Teachers, Principal
  - **From**: Principal, Directors, Coordinators, Superintendent

3. District Directors, Supervisors, and Coordinators

(e.g., Buildings & Facilities, Special Education, Community Ed., Transportation, Food Services)

- **Role**: Manage specialized services and programs.
- **Communication To/From**:
  - **To**: Supervisors, School Staff
  - **From**: Superintendent, Principals, Directors

4. Teachers and Certified Staff

- **Role**: Deliver quality instruction, student management, and maintain academic standards.
- **Communication To/From**:
  - **To**: Students, Parents, Department Heads (if applicable)
  - **From**: Principal, Directors, Coordinators, Superintendent

5. School Principals

- **Role**: Direct administrators of individual schools; responsible for site-level leadership, instructional oversight, discipline, academic performance, and implementation of district policies.
- **Communication To/From**:
  - **To**: Directors, Supervisors, Instructional Leadership Teams, Teachers, Support Staff
  - **From**: Superintendent

6. Superintendent

- **Role**: Chief executive officer of the district; implements board policies, manages district operations and staff.
- **Communication To/From**:
  - **To**: School Principals, Directors, Supervisors, Department & Committee Chairs
  - **From**: School Board, Public Relations, Legislative & State Statute, Legal Counsel

7. School Board (Board of Education)

- **Role**: Governing body responsible for setting policies, approving budgets, and overseeing the strategic direction of the district.
- **Communication To/From**:
  - **To**: Superintendent
  - **From**: Public (via board meetings), Superintendent, Legal Counsel

EMPLOYEE ATTENDANCE

Employees are expected to report to their assigned work location on time each scheduled work day. Regular attendance is an essential duty of all positions. If you are unable to come to work, you must notify your supervisor as soon as possible.

Teacher Hours

- South Terrace Teacher Hours: 7:50 a.m.- 3:35 p.m.

- MS/HS Teacher Hours: 8:00 a.m. - 3:45 p.m.

If you want to request an absence from your position, you need to fill out a leave request using the Employee Self Service (ESS) system. Each employee is responsible for knowing if s/he has the relevant leave (e.g., medical, personal, etc.) available when requesting a leave from work. This information is available on the ESS system. All leave requests should be entered into the system immediately, but within 24 hours if extended time is needed.

If there are any questions about leave availability, contact the district office. If an employee is absent from work and does not have the necessary leave available, disciplinary action may be taken. Leave Without Pay is generally not allowed. It should be considered a rare occurrence and must be pre-approved by the superintendent.

Requests for Leave Without Pay will not be considered (unless authorized by the superintendent). If an employee has exhausted all available leave and needs Leave Without Pay, the employee may be put on an improvement plan. Family Medical Leave Act may apply in some cases of a serious health condition.

EMPLOYEE GROUPS AND WORK AGREEMENTS

All school district job classifications have been assigned to particular employee groups. The district's teachers, educational support professionals, and custodians have collectively bargained employee contracts. All remaining employees have terms and conditions of employment that are approved by the School Board. All staff are expected to follow district policies, procedures, federal and state laws. The school district's Board approved policies are on the school website.

FOOD ACCOUNTS FOR EMPLOYEES

Employees are allowed to have a food service account through the food service program. Charges should not exceed a $5 deficit. Charges must be paid in full by the end of the school year or the school district may withhold the balance against compensation.

GRANTS

Employees are encouraged to pursue grant funding to support programming and activities not funded by the district. Grant applications must be pre-approved by the building principal or superintendent. Copies of all grants submitted must also be given to the Business Manager.

LICENSURE / CERTIFICATION

Each employee who works in a position that requires licensure or certification must maintain a current license or certificate with the district office. Employees are responsible for maintaining their license (s) and ensuring validity at all times.

PHONE USAGE

Staff should model appropriate cell phone use and only use phones for personal use during designated break times.

Personal long distance calls made over the school lines should be charged to your home number or made from your personal cell phone. For an official school call that requires a long distance number, you will be prompted to enter your password. Phone charges will be monitored and the amount will be charged against your department.

Classroom phones should not interrupt instruction. If you receive a call during class time, please let the call go to voicemail so classroom time is not interrupted. To access your voicemail, press *97 and you will be prompted to enter your password.

PHOTO IDENTIFICATION BADGE

All employees will be issued a photo identification badge. Employee identification badges are an important part of providing a secure environment for our students and employees. Badges should be worn at all times while on district property and should be worn in a visible spot on your body. Should your employment with the district end, you are required to return your photo identification badge to your supervisor.

PURCHASING / REIMBURSEMENT

Items that need to be purchased need to be pre-approved by your supervisor and ordered through the district office. Employee requests for reimbursement of purchases made by the employee are not guaranteed and must be pre-approved by your supervisor. The district is unable to reimburse for any taxes that were paid at the time of purchase.

PURCHASE REQUESTS USING DISTRICT FUNDS

Staff may request the use of school funds to purchase materials to support the education of students or to support the work the employee is required to perform. To make this request, the employee must complete a Purchase Request Sheet that is available by your supervisor. It is important to provide complete ordering information on the Form. A follow up email that you submitted a request should be submitted to the Principal (school office and classroom related purchases) or the superintendent (facility, grounds, kitchen and other administrative purchases). Funding approval will be dependent upon need and budget availability.

It is important to allow at least a one-week lead time for the purchasing approval and ordering process to be completed. Delivery time will vary depending on the vendor. This one week lead time also applies to written checks that may be needed for field trips, band contests, athletic events, etc.

Any requisitions for general classroom or curriculum materials must be given to the principal by **May 1st.** Current year budgets are intended to be used in the current school year. Exceptions to this (e.g., year end needs) must be discussed with the Principal prior to April 15th. If you have questions about the availability of funds consult with your principal or the Business Manager.

SCHOOL/WORK RELATED TRAVEL

Requests to attend out of district workshops or work related training or meetings must be approved by the principal or superintendent. Staff development request forms are available and all anticipated costs should be completed on the form. It is important to remember that the approval of a staff development request does not automatically assure registrations and hotel reservations are in place. These expenses should be put on a requisition form with the staff development approval form attached. The staff member must also complete a Leave Request form with the school office. The district office will place any pre-registration that is required and place hotel reservations if needed. Allow a minimum of two weeks for this process to be completed.

Requests for reimbursement for meals and mileage need to be submitted within 1 week of return. Receipts must be detailed, showing items purchased and not just credit card receipts. The forms for reimbursement are in the school offices and on the website. The district does not reimburse for taxes paid or tips.

SMUDGING

The smudging ceremony is a custom of Native American and other indigenous cultures. For centuries smudging has been used as a way to create a cleansing smoke bath that is used to purify the body, aura, energy, ceremonial/ritual space or any other space and personal articles. Smudging is performed to remove negative energy as well as for centering and healing. In the smudging ceremony, plants such as sage, cedar, sweet grass, juniper or lavender are placed in a shell or other fireproof bowl and lit and burned. The smoke is directed with a single feather or a fan made of several feathers. The smoke is then wafted around oneself and environment creating a bath of smoke.

The Carlton School district respects the importance of the smudging ceremony and coordinates with First Nations staff and students who wish to hold a smudging ceremony. This coordination will include a mutually agreed upon location for the smudging to occur, prior notification procedures of a smudging ceremony and a scheduling process for having smudging ceremonies.

Parents/ guardians of First Nations middle and high school students will be informed that they may notify the school if they do not wish for their child to participate in smudging. Non First Nations middle and high school students and all elementary aged students are expected to specifically provide written permission for their child to participate.

The Carlton School district also recognizes that the smoke from smudging may cause breathing difficulties and irritations for some individuals. All efforts will be made to minimize this impact as mutually agreed upon by administration and First Nations staff. Any student or staff member who may or who experiences such a reaction should immediately notify administration.

STAFF ATTENDANCE AT EXTRACURRICULAR ACTIVITIES

All staff are strongly encouraged to attend as many extra-curricular activities and events as possible to support our students and schools. Staff presence at these events is very important to students, parents/guardians and the community. If an event has an admission fee (not including tournaments), staff members can get in free IF you are wearing your school ID badge. You are representing the district at these events and excellent sportsmanship is expected. Please also be available if game supervisors or administration need assistance in responding to a major situation at the event- e.g., serious injury, significant student or adult conflicts, building evacuation if the fire alarm goes off, etc.

YEAR END RESPONSIBILITIES

Teachers and office staff are expected to complete all clean up and organization as part of the end of year procedures. This includes, but not limited to, putting all materials on shelves in boxes. There should not be any loose materials on desks. Teachers are expected to continue to work full days until all check out procedures are completed and approved by the principal.

PAYROLL

EMPLOYEE SELF SERVICE SYSTEM (ESS)

Employees can access their personal account information through the Employee Self Service (ESS) system. You can access your account through the website at:

www. carlton.k12.mn.us > About > Employee Information > Employee Self Service

If you don't know your login information, please contact the district office for full instructions and access information.

It is important that accurate, up-to-date information is kept on file for you in the district office. If you have an address, you can change it through our ESS system. Please inform the district office and your primary school office if you have a change in your personal phone number.

If you change your name, then you must provide a copy of your new social security card to the district office. Name changes will not be made in the district's payroll system until that process has been completed.

PAY DATES

Employees are paid on the fifteenth day and the last day of each month. If the fifteenth or the last day of the month occurs on a Saturday, Sunday or a holiday, the payday will be the preceding work day. Employees wishing to change their withholding allowances or marital status should provide a completed W-4 form to the district office. W-4 forms are available on the district's website and in the district office.

DIRECT DEPOSIT

Direct deposit is required for all employees. Your paycheck is directly deposited into an account of your choosing on payday. Account changes can be made by contacting the district office. Consult the district office if you have any questions about your pay deposit or other relevant information.

TEACHERS RETIREMENT ASSOCIATION (TRA) / PUBLIC EMPLOYEES RETIREMENT ASSOCIATION (PERA)

When you begin your employment with Carlton School district, you also begin contributing to your future retirement as a member of either the Teachers Retirement Association (TRA) or the Public Employees Retirement Association (PERA). Each pay period your contribution to TRA or PERA is deducted from your paycheck. The district, as your employer, also contributes to TRA or PERA on your behalf. Both employee and employer contributions are mandated by Minnesota law.

If you are interested in obtaining more information about your retirement account, then please use the following contact information:

Teacher Retirement Association
651.269.2409
800.657.3669
Fax:651.297.5999
www.minnesotatra.org

60 Empire Drive, Suite 400
Saint Paul, MN 55103

Public Employees Retirement Association
651.296.7460
800.652.9026
Fax: 651.297.2547

www.mnpera.org
60 Empire Drive, Suite 200
St. Paul, MN 55103-2088

EMPLOYEE BENEFITS

BENEFITS INTRODUCTION

Eligibility and the school district's contribution toward these benefit plans are determined based on your specific employee group. The Carlton School district provides an array of healthcare benefits to eligible employees including health, dental, life and long-term disability insurance, and medical and daycare flexible spending accounts. If you have any questions, please contact the district office.

FLEXIBLE SPENDING ACCOUNTS (MEDICAL AND DEPENDENT CARE)

The school district currently offers both medical and dependent care flexible spending accounts to eligible employees. Eligible employees can elect to participate in these plans by setting aside money from their paychecks on a pre-tax basis to pay for certain eligible health care and dependent care expenses.

403 (b) PLAN/TAX SHELTERED (TSA) PLAN

A 403 (b) plan allows an employee to make pre-tax contributions from his/her paycheck into an account. You do not pay income tax on allowable contributions until you begin making withdrawals from the plan, which usually occurs when you retire. Penalties for early withdrawal do occur if funds are withdrawn prior to the time allowed by the IRS.

Employees have the opportunity to enroll in the Carlton School district 403 (b) Plan if stated in their current work agreement. Matching contributions are available for some employees based on position and years of service. Match contribution details can be found in the applicable employee work agreement. Information about the school district's approved vendors and financial advisors is available in the district Office.

EMPLOYEE ASSISTANCE PROGRAM

The school district currently provides employees with access to an employee assistance program through National Insurance (EAP). This benefit is provided to all benefit-eligible employees and their immediate family members. EAP provides confidential counseling and referral services to help resolve personal problems that may be affecting your life at work or at home.

Skilled counselors are available 24 hours a day, 7 days a week including holidays, and can help with:

- Stress or burnout
- Financial concerns
- Relationship and family problems
- Alcohol or chemical dependency
- Work-related problems
- Parent-child difficulties
- Emotional problems

EAP: 866.451.5465

Online: www.niseap.com Password: NISenhanced

FAMILY AND MEDICAL LEAVE ACT OF 1993

The Family and Medical Leave Act of 1993 (FMLA) requires the district to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for certain family or medical reasons. Employees are eligible if they have worked for the district for at least 12 months and have worked a minimum of 1,250 hours during the 12 months prior to the requested leave. The district will require the employee to use their paid sick leave for any part of the 12-week period.

The employee will let the district office know, by written communication, as soon as possible, but a minimum of 30 days in advance when it's an unforeseeable reason. The employee will fill out an FMLA form and get doctor's approval.

The full text of Board Policy 410 is available on the school website.

CONTINUATION OF BENEFITS: COBRA RIGHTS

The Consolidated Omnibus Budget Reconciliation (COBRA) provides employees and their dependents with the right to continue group insurance benefits provided under the employer's group health plan for limited periods of time under certain circumstances such as voluntary or involuntary employment loss.

SCHOOL BOARD POLICY SUMMARIES

For the most up-to-date versions of School Board policies, please see the school district's website. School Board policies and procedures are subject to change at any time.

STATEMENT OF NON-DISCRIMINATION

It is the policy of ISD 93 to comply with federal and state law prohibiting discrimination and all requirements imposed by or pursuant to regulations issued thereto, to the end that no person in the school district shall on grounds of race, color, national origin, creed, religion, sex, marital status, age, status with regard to public assistance, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any education program, or in employment, or recruitment, consideration or selection, therefore, whether full time or part time under an education program or activity for which the school district is responsible.

The full text of Board Policies 402, 521, 522 are available on the school website.

SEXUAL, RACIAL, RELIGIOUS HARASSMENT AND VIOLENCE POLICY

Everyone at ISD 93 has a right to feel respected and safe. Consequently, we want you to know about our policy to prevent religious, racial or sexual harassment and violence of any kind.

A harasser may be a student or an adult. Harassment may include the following when related to race, color, national origin, creed, religion, sex, marital status, age, status with regard to public assistance, or disability:

1. Name calling, jokes or rumors
2. Pulling on clothing
3. Graffiti
4. Notes or cartoons
5. Unwelcome touching of a person or clothing
6. Offensive or graphic posters or book covers; or any words or actions that make you feel uncomfortable, embarrass you, hurt your feelings or make you feel bad.

If any words or actions make you feel uncomfortable or fearful, you need to tell a teacher, counselor, the principal or the human rights officer, or, Business Manager. You may also make a written report. It should be given to a teacher, counselor, the principal or the human rights officer. Your right to privacy will be respected as much as possible.

We take seriously all reports of religious, racial or sexual harassment or violence and will take all appropriate actions based on your report.

The school district will also take action if anyone tries to intimidate you or take action to harm you because you have reported.

This is a summary of the school district policy against religious, racial and sexual harassment and violence. Complete policies are available on the school website.

RELIGIOUS, RACIAL AND SEXUAL HARASSMENT, VIOLENCE AND DISCRIMINATION ARE AGAINST THE LAW.

Human Rights Office	504 Coordinator	Title IV Coordinator
Mark Messman	Kari Solarz	Mark Messman
Superintendent	Elementary School Principal	Superintendent
mmessman@carlton.k12.mn.us	ksolarz@carlton.k12.mn.us	mmessman@carlton.k12.mn.us
218-384-4225 x113	218-384-4225 x112	218-384-4225 x113
405 School Ave, Carlton, MN 55718		

The full text of Board Policies 413, 522 are available on the school website.

MANDATED REPORTING OF CHILD NEGLECT OR PHYSICAL OR SEXUAL ABUSE

The State of Minnesota requires that school district employees who know or have reason to believe that a child is being neglected or physically or sexually abused must immediately report the information to proper authorities. A person mandated by Minnesota law to report and fails to do so may be subject to criminal penalties and/or discipline, up to and including termination of employment. Submission of a good faith report under Minnesota law and this policy will not adversely affect the employee reporter's employment.
The full text of Board Policies 414, 415 are available on the school website.

DRUG AND ALCOHOL TESTING

All school district employees and job applicants whose position requires a commercial driver's license will be required to undergo drug and alcohol 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 in accordance with the provisions of this policy and as provided in Minn. Stat. §§181.950-181.957.

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 in accordance with the provisions of this policy and as provided in Minn. Stat. §§181.950-181.957.

The use, possession, sale, purchase, transfer, or dispensing of any drugs not medically prescribed or alcohol 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 which are not medically prescribed or alcohol is also prohibited through 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 (including medical cannabis) which are not medically prescribed or alcohol are prohibited from entering or remaining on school district property.

Any employee who violates this section shall be subject to discipline which includes, but is not limited to, immediate suspension without pay or immediate discharge.
The full text of Board Policy 416 is available on the school website.

DRUG AND ALCOHOL FREE WORKPLACE

Use of controlled substances, toxic substances, or alcohol before, during, or after school hours, at school or in any other school location, is prohibited as general policy. Paraphernalia associated with controlled substances is prohibited.

It shall be a violation of policy for any employee to use alcohol, toxic substances, or controlled substances in any school location. Any employee who violates this section shall be subject to discipline which includes, but is not limited to, immediate suspension without pay and immediate discharge.
The full text of Board Policy 418 is available on the school website.

TOBACCO-FREE ENVIRONMENT

The Carlton School district is committed to providing a healthy, safe, and productive environment for employees. It shall be a violation of policy for any employee or volunteer to smoke or use tobacco, tobacco-related devices, or electronic cigarettes in a public school. This prohibition extends to all facilities, whether owned, rented, leased and all vehicles that a school district owns, leases, rents or contracts for, or controls. This prohibition includes all school district property and all off-campus events sponsored by the school district. Employees who violate this policy shall be subject to discipline.
The full text of Board Policy 419 is available on the school website.

EMPLOYEE-STUDENT RELATIONSHIPS

At all times, whether on or off duty and on or off of school district locations, students will be treated by school district employees with respect, courtesy, and consideration and in a professional manner. Each school district employee is expected to exercise good judgment and professionalism in all interpersonal relationships with students. Such relationships must be and remain on a teacher-student basis or an employee-student basis. This expectation includes any communication that may occur via social media or other electronic communications.

Upon receipt of a report regarding a potentially inappropriate relationship or communication, the school district will take appropriate action. Such action may include, but not limited to, warning, suspension, exclusion, expulsion, transfer, remediation, termination or discharge. It also may be reported to appropriate state or federal

authorities, including the Board of Teaching or the appropriate licensing authority and appropriate agencies responsible for investigating reports of maltreatment of minors and/or vulnerable adults. School district action taken for violation of this policy will be consistent with the requirements of applicable collective bargaining agreements, Minnesota and federal law, and school district policies.

Employees are placed on notice that if an employee acts outside the performance of the duties of the position for which the employee is employed or is guilty of malfeasance, willful neglect of duty, or bad faith, the school district is not required to defend or indemnify the employee for damages in school-related litigation.
The full text of Board Policy 423 is available on the school website.

WEAPONS POLICY

No employee shall possess, use or distribute a weapon when in the school location except as provided for in Board policy. An employee who violates the terms of this policy is subject to disciplinary action, including nonrenewal, suspension, or discharge. When an employee violates the district's weapons policy, law enforcement may be notified.
The full text of Board Policy 501 is available on the school website.

BULLYING PROHIBITION

An act of bullying, by either an individual student or a group of students, is expressly prohibited on school premises, or school district property, at school functions or activities, or on school transportation. This policy also applies to students who directly engage in the act of bullying but also students who, by their indirect behavior, condone or support another student's act of bullying. This policy also applies to an act of cyberbullying regardless of whether such acts are committed on or off school district property and/or with or without the use of school district resources.

The school district will act to investigate all reported complaints of bullying. Consequences for employees who permit, condone, or tolerate bullying or engage in an act or reprisal or intentional false reporting or bullying may result in disciplinary action up to and including termination of employment.
The full text of Board Policy 514 is available on the school website.

STUDENT SEX NONDISCRIMINATION

Students are protected from discrimination on the basis of sex pursuant to Title IX of the Education Amendments of 1972 and the Minnesota Human Rights Ave. No student will be excluded from participation in, denied the benefit, or otherwise subjected to discrimination under any education program or activity operated by the school district on the basis of sex.
The full text of Board Policy 522 is available on the school website.

INTERNET ACCEPTABLE USE

The school district provides employees with access to the school district computer network, which includes internet access. The school district network is limited to use for educational purposes, which includes use of the system for classroom activities, educational research, and professional or career development activities. Users are expected to use internet access through the district system to further educational or personal goals consistent with the mission of the school district and school policies. Uses which might be acceptable on a user's private personal account on another system may not be acceptable on this limited-purpose network. A non-exhaustive list of unacceptable uses of the school district's computer system and internet resources is found in Board Policy 524.
Employees are expected to lock computer access when they are not at their workstation. No students should be allowed at staff desks or to use staff computers. All staff should be saving documents to the appropriate location on the server or Google Cloud and not to the hard drive of their workstation. All personnel are required to maintain the confidentiality of passwords. Personnel are responsible for the accounts assigned to them and for the actions taken with their accounts. All staff should logout or restart their computers at the end of the day. Equipment should be shut off when not being used.
The full text of Board Policy 524 is available on the school website.

HAZING PROHIBITION

No student, teacher, administrator, volunteer, contractor, or other employee of the school district shall plan, direct, encourage, aid or engage in hazing. No teacher, administrator, volunteer, contractor, or other employee of the school district shall permit, condone, or tolerate hazing. Apparent permission or consent by a person being

hazed does not lessen the prohibitions contained in the policy. This policy applies to behavior that occurs on or off school property and during or after school hours. A person who engages in an act that violates school policy or law in order to be initiated into or affiliated with a student organization shall be subject to discipline for this act. The school district will act to investigate all complaints of hazing and will discipline or take appropriate action against a student, teacher, administrator, volunteer, contractor, or other employee of the school district who is found to have violated the policy.
The full text of Board Policy 526 is available on the school website.

PUBLIC AND PRIVATE PERSONNEL DATA/PROTECTION AND PRIVACY OF PUPIL RECORDS

All student data maintained by a school district is private educational data under the law. Student data can only be provided to the student who is the subject of the data and his/her parents or guardians. Virtually all records maintained by a school district regarding a student are private if the name of the student is on the document or it provides a basis for identifying the student. This willful violation of student's privacy rights constitutes a misdemeanor offense and it is grounds for employee discipline. The district will comply with a request for information as they are received in accordance with state and federal law and school district policy.
It is imperative that all school personnel also understand that information about individual students, and observations of students during a school day is private data of the student and should not be shared or discussed with individuals outside of the school setting. Staff should not have confidential conversations in public places or over insecure communication channels, open offices, social media, or meeting places. Concerns or questions about individual students should be discussed with appropriate staff and/or an administrator.

The full text of Board Policies 406, 515 are available on the school website.

SCHOOL DISTRICT NOTICES

HIPAA NOTICE

This notice describes how medical information about you might be used and disclosed and how you can get access to this information. Please review it carefully.
The Health Insurance Portability & Accountability Act of 1996 (HIPPA) is a federal program that requires that all medical records and other individually identifiable health information used or disclosed by Carlton School district in any form, whether electronically, on paper, or orally, are kept properly confidential. This Act give you significant rights to understand and control how your health information is used. HIPPA provides penalties for covered entities that misuse personal health information.

As required by HIPAA, Carlton School district has prepared this explanation of how we are required to maintain the privacy of your health information and how we may use and disclose your health information.

We may use and disclose our medical records only for each of the following purposes:

- Treatment – Providing coordinating, or managing health care and related services by one or more health care providers. An example of this would include case management.
- Payment – Such activities as obtaining reimbursement for services, confirming coverage, billing or collection activities, and utilization review. An example of this would be adjudicating a claim and reimbursing a provider for an office visit.

Health care operations – This includes business aspects of running our health plan, such as conducting quality assessment and improvement activities, auditing functions, cost-management analysis, and customer service. An example of this would be an internal quality assessment review.
We may also create and distribute de-identified health information by removing all references to individually identifiable information.
Any other uses and disclosures will be made only with your written authorization. You may revoke such authorization in writing and we are required to honor and abide by that written request, except to the extent that we have already taken actions relying on your authorization.
You may have the following rights with respect to your protected health information, which you can exercise by presenting a written request to the Business Manager:

- The right to request restrictions on certain uses and disclosures of protected health information, including those related to disclosures to family members, other relatives, close personal friends, or any person identified by you. We are, however, not required to agree to requested restrictions. If we do agree to a restriction, we must abide by it unless you agree in writing to remove it.

- The right to reasonable request to receive confidential communications of protected health information from us by alternative means or at alternative locations.
- The right to inspect and copy your protected health information.
- The right to amend your protected health information.
- The right to receive and account for non-routine disclosures of protected health information.

Carlton School district has the obligation to provide and you have the right to obtain a paper copy of this notice from us every three (3) years.
Carlton School district is required by law to maintain the privacy of your protected health information and to provide you with a notice of our legal duties and privacy practices with respect to protected health information. We are required to abide by the terms of the Notice of HIPPA Privacy Rights currently in effect. We reserve the right to change the terms of the Notice of HIPPA Privacy Rights and make the new notice provisions effective for all protected health information we maintain. We will post and you may request a written copy of a revised Notice of HIPAA Privacy Rights from the staff lounge..
You have recourse if you feel that your privacy protections have been violated. You have the right to file a formal, written complaint with Carlton School district at the address below, or with the Department of Health & Human Services, Office of Civils Rights, about violations of the provisions of this notice or the policies and procedures of our office. We will not retaliate against you for filing a complaint.

For more information, contact:

Mark Messman,, Superintendent
Carlton School district
405 School Ave, PO Box 310
Carlton, MN 55718
218-384-4225 x115

For more information about HIPPA or to file a complaint, contact:

U.S. Department of Health & Human Services
Office of Civil Rights
200 Independence Avenue, S.W.
Washington, D.C. 20201
1-877-696-6775

WORKING ENVIRONMENT

JOB SAFETY

Safety is important to all of us. Help prevent injury to yourself and others by observing general safety rules, removing hazards from your work space, and immediately reporting unsafe conditions to your supervisors. The district is committed to developing and maintaining a safe working environment.
It is very important for all employees to follow safety guidelines to avoid injuries on the job. The following is a list of safety suggestions. This is not an exhaustive list, but it provides some ideas for ways to help keep you safe:

- Know the locations of exits, fire extinguishers, and alarms in your work area.
- Seek information or training from the appropriate person if you are required to operate any equipment or handle any type of chemical.
- Do not attempt to lift or carry an object that is too heavy for you to handle. Seek help from another employee.
- Know the nearest location of First Aid materials.
- Immediately report any safety hazards to your supervisor.
- Be aware of your surroundings.

WORKERS COMPENSATION / REPORTING ACCIDENTS

Worker's Compensation benefits, which are specified by law, are provided to protect employees in the event of a work-related injury or illness resulting in medical care and/or loss of time from work.
In order to avoid possible delays in processing worker's compensation claims, it is very important that all work-related injuries are reported immediately.
In the event of an injury, you should immediately contact your supervisor and the, Business Manager, in the district Office. To be most beneficial, the call should be made as soon as the injury occurs.
For more information about this process, please contact our Business Manager, in the district Office.

Carlton Independent School district 93
2025-26 Employee Handbook
Acknowledgment of Receipt

Receipt of Handbook
I acknowledge having received a copy of the Carlton School's Employee Handbook and I agree to become familiar with its contents. I understand that neither this handbook, nor any contractual obligations relating to continued employment, compensation or employment in a particular position, should in no way be construed as creating any sort of employment contract.
I also understand that all of the policies, rules and regulations in the handbook may be changed at any time at the sole discretion of the Carlton School Board and Administration with notice to employees.
Please contact the Business Manager or Building Administration if you do not understand any statement, policy or procedure in the handbook.

FOOD ACCOUNTS
As an employee of ISD 93, I understand that having access to, and utilizing the school lunch account and food service program of the school district is a privilege and not a right.
If I have an unpaid balance owed to the meal program at the end of any school year, or upon termination, resignation or retirement, I will bring the balance up to a zero or positive balance before check-out day. If I fail to pay the outstanding amount, I authorize a pay deduction from my paycheck for the amount due. A copy of my lunch account activity will be provided to me as evidence of the negative balance due.

_____
Employee Name Printed

_____ _____
Employee Signature Date

This form will become part of your personnel file.
Please remove this page from your handbook and return it signed and dated to the district Office by September 6th, 2025.

Family Handbook 2025-26

Home of the Young Bulldogs!

South Terrace Elementary School

Carlton Schools
Educating • Empowering
Inspiring All Learners

530 Stine Drive, PO Box 620
Carlton, MN 55718

Phone: 384-4225
Fax: 384-3543

www.carlton.k12.mn.us

Edited: 08/11/2025

STAFF DIRECTORY

Bastien	Alaina	Bulldog Kids Care / Building Sub	abastien@carlton.k12.mn.us
Bernier	Prestyn	Fifth Grade Teacher	pbernier@carlton.k12.mn.us
Cincoski	Tim	Sixth Grade Teacher	tcincoski@carlton.k12.mn.us
Dahl	Val	Food Service Director	vdahl@carlton.k12.mn.us
Evans	Brady	Custodian	bevans@carlton.k12.mn.us
Evans	Gracie	American Indian EducationDirector	gevans@carlton.k12.mn.us
Flipp	Barbara	ECSE Paraprofessional	bflipp@carlton.k12.mn.us
Forte	Robie	Paraprofessional	rforte@carlton.k12.mn.us
Godbout	Stacie	Nurse	sgodbout@carlton.k12.mn.us
Grimes	Danielle	North Home Therapist	dgrimes@carlton.k12mn.us
Grover	April	Paraprofessional	agrover@carlton.k12.mn.us
Gustafson	Dalyce	Physical Education	dgustafson@carlton.k12.mn.us
Kennedy	Ina	Elementary Secretary	ikennedy@carlton.k12.mn.us
Knaus	Gina	ECSE	gknaus@carlton.k12.mn.us
Lunke	Tyler	Paraprofessional	tlunke@carlton.k12.mn.us
		Special Education Teacher	
Martinson	Summer	Paraprofessional	smartinson@carlton.k12.mn.us
McDonald	Jamie	Occupational Therapist	jmcdonald@nlsec.org
McLain	Megan	School Readiness Coord.	mmclain@carlton.k12.mn.us
McLeod	Dustin	Building/Grounds Keeper	dmcleod@carlton.k12.mn.us
Messman	Mark	Superintendent	mmessman@carlton.k12.mn.us
Moench	Lori	North Homes CTSS	Lori.moench@northhomes.org
Morcomb	Lucas	Family School Support Worker	lmorcomb@carlton.k12.mn.us
Nelson	Hayley	4th/5th Grade Teacher	hnelson@carlton.k12.mn.us
Nielsen	Julia	Special Education Teacher	jnielsen@carlton.k12.mn.us

Edited: 08/13/2025

Priley	Jody	Paraprofessional	jpriley@carlton.k12.mn.us
Rice	Carrie	Kindergarten Teacher	crice@carlton.k12.mn.us
Ries	Kari	Third Grade Teacher	kries@carlton.k12.mn.us
Rose	Daisy	Community Education	drose@carlton.k12.mn.us
Schrader	Brenda	Speech	BSchrader@carlton.k12.mn.us
Solarz	Kari	Elementary Principal	ksolarz@carlton.k12.mn.us
Steede	Molly	Second Grade Teacher	msteede@carlton.k12.mn.us
Steller	Josephine	STEAM Teacher	jsteller@carlton.k12.mn.us
Swanson	Rachel	School Readiness Teacher	rswanson@carlton.k12.mn.us
Swanson	Teresa	Title One Teacher	tswanson@carlton.k12.mn.us
Ward	Melissa	Food Service	melward@carlton.k12.mn.us
Ward	Morgan	First Grade Teacher	mward@carlton.k12.mn.us
Waugh	Billie	Fourth Grade Teacher	bwaugh@carlton.k12.mn.us
Wolfe	Jaslyn	American Indian Liaison	jwolfe@carlton.k12.mn.us

DISTRICT PHONE NUMBERS

Superintendent Office	384-4225 x 113
High School Office	384-4225 x 110
High School Principal	384-4225 x 127
Bus Garage	218-380-0191
South Terrace Office	384-4225 x 210
Elementary Principal	384-4225 x 212
ST Fax	384-3543
Bulldogs Kid Care	384-4225 x 215
Community Education	384-4225 x 213

SCHOOL ACTIVITY CALENDAR 2025-26

All school and district events and activities can be found on the Carlton School District website. Please frequently visit http://www.carlton.k12.mn.us for the most updated list of our events.

SOUTH TERRACE OPERATIONS AND PROCEDURES

SCHOOL HOURS

South Terrace School day starts at 8:05 am. Classes end at 3:20 pm. **Students are not to arrive at school prior to 7:45 am.**

Students who arrive prior to 7:45 need to be enrolled in the Bulldogs Kid Care program as there is no supervision available until 7:45am. Students arriving prior to the start of school will remain outside until 8:05 am with the following exceptions:

1. Attending morning Bulldogs Kid Care; students may go on the playground at 7:45 am.
2. Students having breakfast at school may eat between 7:45 and 8:05 am.
3. Poor weather-students will come inside and wait in their designated areas when indicated to do so by school personnel (large gym or small gym).

DISMISSAL

Classes are dismissed at 3:20 pm.

School buses pick up students in the front of the building at dismissal time at Door 1 and 2. Parent pick up takes place at Door 10 (side door). Parents are not permitted to go to classrooms for pickup. Please do not park in front of the school where you will interfere with the school buses.

Please do not plan to have your child dismissed before 3:20 pm. Calling the office to locate or notify your child at the end of the day can be problematic and cause confusion for staff and your child. We understand that emergencies arise, but please make this an exception and not common practice. **Students not picked up by 3:30 will be taken to the Bulldogs Kid Care program. Parents will then be charged for the 1st hour of service time.**

To make the end of the day dismissal run efficiently, the office requests and expects that all student end-of-the-day changes be communicated by 1:00 pm. If you are making a change with Bulldogs Kid Care, you must also phone the worker on staff.

Students are not to remain after school unless there is a parent and/or teacher permission.

VISITORS/SECURITY ENTRANCE

The front doors to the building are locked by 8:05 am each morning and will be unlocked at 3:20 pm. Visitors during the school day (including parents) must use Door 1 (the front entrance) to enter the building. Visitors must push the intercom button and talk to staff. There is also a camera so that office staff can see the visitor. Visitors will be asked to identify themselves and explain why they wish to enter the building. If the staff feels your request is legitimate, then the office staff will electronically unlock the doors.

All visitors to our school must first report to the office to sign in and receive a visitor's pass. This is to assure that all visitors are identified and to eliminate any unnecessary classroom interruptions. The front office door is open from 7:30 am to 3:45 pm. All visitors, including parents, must sign in at the office.

STUDENT ABSENCES

If your child is ill, please keep him/her home from school so that he/she does not expose the other children at school. Please call the office at 384-4225 x 210 before 9:00 am. If your child is expected to be out for an extended period of time, you may wish to pick up assignments for your child. (Provide at least a day to prepare these assignments for you.) If your child contracts any communicable disease, keep him/her home and notify the school

nurse. When you call in your child's illness, please state if symptoms include sore throat, headache, stomach ache, vomiting, fever, coughing, etc. Phone calls to find out why a student is absent will be automatically generated through Infinite Campus Messenger. These calls will take place at approximately 9:30 am each day.

If you believe that your child may be using illness as an excuse to not attend school, please talk with your child's teacher. Please alert him/her about the situation so that you may work together to remedy the situation before it becomes a problem.

Illness at school: If your child should become sick at school we will allow him/her to rest on one of our cots. If no improvement is seen, or a child has a temperature of 100 or greater, we will notify you using the telephone numbers provided on your child's emergency card. **Please keep the emergency card up to date**.

If you are planning an **extended family trip** (2 or more days), contact the classroom teacher ***and office*** to notify in advance of your plans. You will need to receive school work in advance and return work completed upon arrival back to school. PLEASE TRY TO ARRANGE TRIPS OVER SCHOOL SCHEDULED HOLIDAYS.

If a child is absent from school for more than 15 consecutive days as the result of a serious accident or illness, he/she may be eligible for homebound instruction. Contact the principal for more information.

Absence Letters are sent to families of students who are absent 15 days, 20 days, 25 days, and 30+ days. These letters are required by law, and contain information on additional resources that may be available to help chronically absent students have more consistent attendance at school.

Tardy Students must report to the office before going to their classrooms.

TESTING OPT-OUT

Parents wishing to opt-out of state testing should contact the Principal to ensure proper protocol is followed.

BUS ROUTES

Bus routes and approximate pick up or drop off times can be obtained by calling the bus garage at 218-380-0191. Pick up times vary, especially as the weather changes. Be sure to have your child waiting at the designated location several minutes prior to the scheduled time. Our buses cannot wait for late students. It is helpful to have a name tag on early elementary students for the first several days of school to help the driver learn your child's name.

If you have a complaint with the activities on a bus route, contact the Director of Transportation, 4.0 Bus Services at 218-380-0191 or the Principal.

TEACHER & ADMINISTRATION CONTACTS

The best time to talk to your child's teacher is between 7:50-8:05 am and 3:20-3:35 pm or on Friday during the staff day. You may call at other times and leave a voicemail for the teacher, however, please know that teachers usually do not check their messages until school dismisses. Unless it is a known emergency, teachers are not expected to answer the phone when students are in the classroom. We also encourage you to email your child's teacher with any concerns or questions if that is a comfortable form of communication for you.

If you have any questions about school or issues concerning your child at school, call or email your child's teacher. Your child's teacher is the closest person to your child at school and is the first person to be contacted. If after you

talk to your child's teacher and you still have questions or concerns, please contact the Principal. If you still feel that your questions or issues are not resolved, please contact the Superintendent.

CLASSROOM VISITS

You are encouraged to visit your child's classroom. We consider your visits to be an indication of your interest in your child and his/her school. As a matter of courtesy, it is expected that arrangements for the visit will be made beforehand with your child's teacher. Please check in at the office to obtain a visitor's pass.

STUDENT GUESTS

Students occasionally ask to bring cousins and friends to school for the day. This can be disruptive to the students and to the class. Therefore, we generally do not allow special guests in school.

BIRTHDAYS

Birthdays are a special time. In school, please check in advance with the teacher if you wish to bring treats. Due to allergy and food safety requirements, *policy requires that birthday treats must be store bought, not homemade.*

PARTY INVITATIONS

If you are having a birthday party at home, please mail the invitations or phone parents, unless you are inviting the entire class. We have hurt feelings if invitations are passed out in school and some children are excluded. Arrangements for transportation should **not** include the use of school buses to transport multiple students to a home for a party (There may not be room on a bus to accommodate a large increase in riders.)

FOOD SERVICE PRICES (2025-26)

The Minnesota Free School Meals Program provides state reimbursement to schools that participate in the National School Lunch Program and School Breakfast Program so that students can have one breakfast and one lunch at no cost at school.

The approved cost for breakfast/lunch is as follows:

Regular price student lunch:	First Meal Free, additional for purchase
Regular price breakfast:	First Meal Free, additional for purchase
Milk:	First Carton Free, additional for purchase
Adult breakfast:	$2.40
Adult lunch:	$5.00

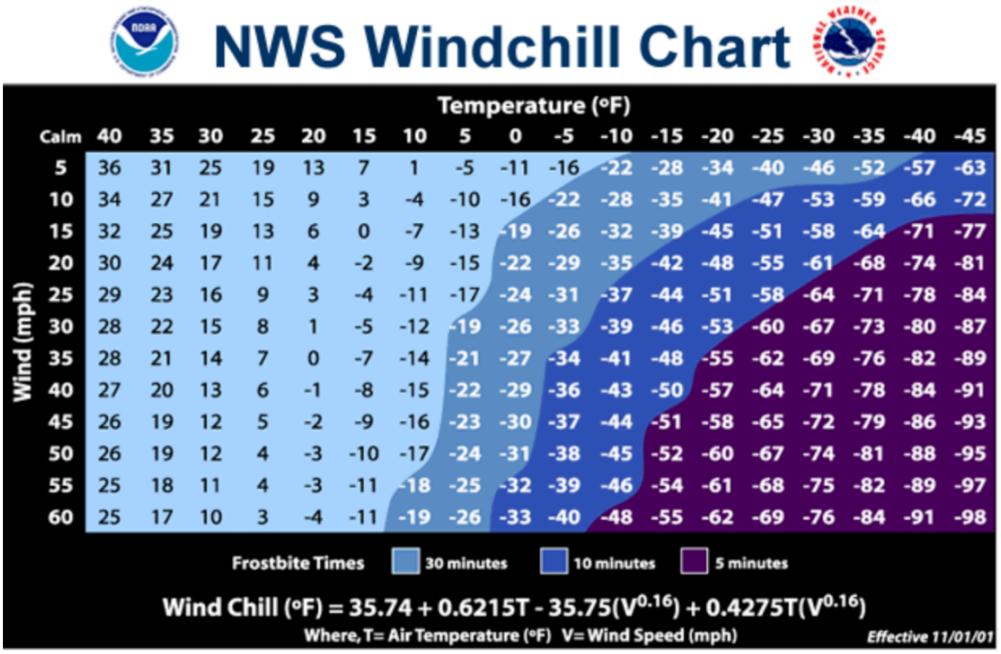
RECESS - WEATHER GUIDELINES

All grades have 30 minutes of outdoor recess before lunch when weather allows. Students should always have clothing appropriate for outside weather at school. Weather often changes during the school day. Students should be dressed appropriately for the weather. Staff will check the current temp and wind-chill prior to recess to determine if the students will be going outdoors. Most days we will be outside even in the winter.

- We will use The Weather Channel and the National Weather Service to make the decision.

- *We will hold indoor recess when the temperature is at 0 degrees or below and a windchill of -5 or below. We measure this by the wind speed compared to the temperature.*

Two examples (use the National Weather Service Chart below):
1. If it's 10 degrees outside with a wind speed of 10, it puts us at a -4. Because we're over 0 and under -5, we'd be outside for recess. (See chart below)
2. If it's 0 degrees outside and we have a wind speed of 5, that puts us at -11 and we'd be inside for recess. (See chart below)



DAILY SPECIALISTS' SCHEDULES

Click here to view the Daily Specialists' Schedules

STUDENT'S MESSAGES/CHANGE OF PLANS

Calling the school to change your child's after school plans should only be done in the event of emergencies. ***Plans should be made prior to the start of school.*** Please know that because of the number of phone calls and situations that office staff and teachers (and substitute staff) are responding to on a daily basis, it can happen that changes during the school day about after school plans can become very confusing for your child, staff and bus drivers.

CONFERENCE NIGHTS

South Terrace Elementary School will have two in person conference days and then additional flexible communication days.

Fall: IN PERSON CONFERENCE DATE: 10/9/25
Spring: IN PERSON CONFERENCE DATE: 2/12/26

During conferences, you will be updated on your child's progress and performance in class and on standardized tests. Conferences may be scheduled throughout the year by parent or teacher. Please call to schedule a conference any time you need to meet with the classroom teacher or other staff members. We will also call you if

we feel a meeting is necessary. Conferences need to be scheduled in advance. This will allow you and the staff to meet without interruptions and limits the interruptions that may occur for classes as well.

APPROPRIATE CLOTHING

We like our students to wear comfortable, neat and weather appropriate clothing. Our building is kept cool in early fall and late spring, so it is a good idea to send an extra sweatshirt or sweater. Please label all clothing items. At least a light jacket or sweatshirt is needed nearly year round on the playground or for outside gym classes. In the winter, we require that students wear hats, mittens, gloves, winter coats, snow pants/snow suits, and boots on the playground. Please make sure that your child is dressed appropriately for the weather.

FOOTWEAR

Tennis shoes are required for gym class. It is suggested that students' have a pair of shoes that can be left at school just for gym. This pair of shoes should have non-marking soles. **Flip-flops, sandals, open toe or heeled shoes pose a safety issue and are not approved for use in school.**
Skateboards, wheeled shoes, rollerblades, or other wheeled items are prohibited at school and on the school buses unless they are used AND approved by the school and staff for specific instructional purposes.

GUM

Gum will not be allowed at school, unless use is approved by the classroom teacher. Inappropriate use of gum can result in loss of privileges to chew gum at school.

LOST AND (BUT NOT) FOUND

Students often 'lose' clothing and other items at school. Proof exists in our mounds of sweaters, mittens, hats, and shoes that accumulate throughout the year. Please label all items that are brought to school. Lost and found items will be on display each conference day and/or school community events. In addition, you are welcome to check for a missing item at any time.

PLEDGE OF ALLEGIANCE

Minnesota Statutes 121A.11 mandates that the Pledge of Allegiance be recited once a week in public schools. "Anyone who does not wish to participate in reciting the pledge of allegiance for any reason may elect not to do so. Students must respect another person's right to make that choice."

MANDATED REPORTING - POLICY 414

All school personnel are legally required to immediately report any suspected child neglect, physical abuse, or sexual abuse. "Immediately" means as soon as possible, but no later than 24 hours after becoming aware of the concern. Reports must be made to the appropriate local welfare agency, law enforcement, or the Minnesota Department of Education.
School staff who fail to report suspected maltreatment may face criminal penalties and employment discipline.
The school district protects employees who report in good faith from retaliation.
Investigations of reported abuse or neglect are conducted by the proper authorities and may include interviews on school property. The school will notify parents about incidents that may involve maltreatment unless the investigation requires confidentiality.
All reports and related records are kept confidential and only shared as required by law. This policy is reviewed annually and training is provided to ensure all school staff understand their legal responsibilities.

MONEY/VALUABLES/TOYS

Students are discouraged from carrying money during school. If they need to have money, please put it in an envelope with their name on it. This should be given to the teacher for safekeeping during the day. Valuable items, such as jewelry, computer games, musical devices, phones, toys, etc. should not be brought to school. If you feel your child must have a cell phone, the phone must be turned off and kept in their locker for the entire day. Please refer to the cell phone policy later in this handbook. **The school is not responsible or liable for loss or damage to personal property of the student, this includes on the school bus.**

PARENT PORTAL

The Carlton School District continues to strive to improve communication and parent involvement by offering a Parent Portal Web site via the Campus software system. The Parent Portal will allow families to view the progress of their student(s) at any time, from any computer that has Internet access. Parents can view attendance and academic information and make online food service payments. Parents can also update their contact information for school closings and important school related messages.

Parent Portal can be accessed off of the main Carlton School District website or by following this URL: https://arcc.infinitecampus.org/campus/carlton.jsp. You can log in using your provided username and password. After three (3) unsuccessful attempts, your login will be disabled. Contact Ina Kennedy if you need help desk support: (218)384-4225 x 111 or ikennedy@carlton.k12.mn.us.

EMERGENCY SCHOOL CLOSINGS/EARLY DISMISSAL

The Infinite Campus Messenger system alerts families of weather related events. Phone calls, texts, and emails will be automatically generated through our student management system. It is up to the families to notify office staff of any changes to contact information.

Before School: During severe winter storms when the Superintendent deems it unsafe for our buses to run, school will be closed or will have a later starting time. Our official radio station for school closing is WKLK, 1230 AM in Cloquet and KDAL, 610 AM in Duluth. Please listen (DO NOT CALL THEM) any morning the weather looks severe. Or tune in to the multiple LOCAL TV Stations.

During School: In the event of any school issues—such as power outages, water problems, or severe weather warnings—we will announce closings on the stations listed above. **It is essential that you complete the school closing information on the back of your emergency card. This ensures your child knows where to go and that their teacher is aware of their destination in case of an early dismissal.**
Please note, elementary students will not be dropped off at a home if no one appears to be there. We kindly ask that you do **not** call the school to inquire about early dismissals, as this ties up phone lines and prevents us from reaching parents who may need urgent contact.
If we are unsure where to send your child, we will contact you before dismissing students.

DATA PRIVACY

If your child is referred to special education for an assessment, the district will enter your child's name and date of birth into the Minnesota Medicaid System to find out if your child is receiving Medical Assistance or Minnesota Care. If you do not want the district to enter your child's name and date of birth into the Minnesota Medicaid System, please inform Principal Solarz in writing that you do not want the district to check the Medicaid System.

HEALTH INFORMATION

WELLNESS POLICY

At South Terrace, we are deeply committed to supporting the health and wellness of every student. As part of our district-wide wellness policy, we strive to promote lifelong healthy habits that help children grow, learn, and thrive—both in and out of the classroom. You can access any of our policies on our school board page website: https://www.carlton.k12.mn.us/page/board-of-education

To support these efforts, we are asking for your partnership in a few important areas that we feel need to be addressed currently:

Healthy Snacks and Beverages

We encourage families to send nutritious snacks with students—think fruits, vegetables, whole grains, and items low in added sugars. Please do not send cookies or candy. Healthy snacks help fuel students' learning and keep their energy levels steady throughout the day.

Please note that we are asking all families to send only plain water in water bottles. Soda and energy drinks are not permitted at school. Water is the best choice to keep kids hydrated and focused.

Daily Physical Activity

We're proud to offer 30 minutes of physical education class every day for all students in grades K–6. In addition, students enjoy 30 minutes of outdoor recess each day, weather permitting. These daily opportunities for movement are a vital part of your child's health, helping them build strong bodies and better focus in the classroom.

We believe that fostering a healthy environment at school works best when it's supported at home. Thank you for helping us create a community where students can thrive physically, emotionally, and academically.

If you have any questions or need suggestions for healthy snacks or lunches, feel free to reach out to your child's teacher or the school office.

MEDICATIONS/PRESCRIPTIONS

Please follow Student Medication Policy 516 for medications.

FOOD ALLERGY INFORMATION

Food allergies have become a growing concern. Food allergies are very serious and can be life threatening. Strict avoidance of the food allergen is the only way to prevent a reaction. As parents, you may be asked to make certain accommodations if there is a student with a food allergy in your child's classroom. Please be understanding in regards to these accommodations. The school nurse or classroom teacher will notify you if there are any concerns in your child's room. Our goal is to create a safe and healthy learning environment for all of our students.

ACCIDENTS AT SCHOOL

If your child is seriously injured at school, you and the school nurse will be notified. If emergency treatment is needed and we cannot contact you, we will notify your family physician or take your child to the hospital. The school carries no insurance on students and is not responsible for accidental injuries.

SAFETY AND BEHAVIOR EXPECTATIONS

DISCIPLINE

Teachers are delegated the authority to maintain good order and discipline in each classroom and the school in general. Each teacher should take care of disciplinary problems as they arise, and the principal will be available when needed. Teachers are expected to notify families of their classroom behavior plans and will have one on file in the office.

STUDENT EXPECTATIONS

Be Kind
Be Safe
Be Respectful
Be Responsible

SCHOOL DISCIPLINE

At South Terrace, we believe that learning how to build positive relationships, respect others, and contribute to a safe, supportive community is just as important as academic growth. When conflicts or challenges arise, we use restorative practices to help students understand the impact of their actions, repair harm, and restore trust. We value and rely on parental partnership in reinforcing these skills at home.

While most situations are addressed directly in the classroom through teacher-led conversations, problem-solving, and skill-building activities, the office may become involved if a situation is more serious or if classroom interventions have not resolved the concern. When this happens, our focus will be on guiding the student to reflect, take responsibility, and make things right. Restorative responses may include, but are not limited to: guided reflection, restorative conversations, agreements to repair harm, in-school support, or—if necessary—more formal consequences in line with district policy.

If your child's behavior or choices result in office involvement, you will be notified by email and/or phone. Our hope is that this communication helps you continue the conversation at home and supports your child in learning and growing from the experience. See Policy 506 for more information.

PBIS- POSITIVE BEHAVIOR INTERVENTION STRATEGIES

South Terrace Elementary is a PBIS school and will play a major role in school discipline. As such we will have common language and expectations for all parts of the school both inside and on the playground. While PBIS focuses on dealing with problems in a positive light, it also focuses on data collection of where issues are taking place, how frequently, and who is involved. "Majors" are offenses committed by students that would be reported to the principal immediately. "Minors" will be dealt with by teaching staff and paraprofessionals. If similar "Minor" behaviors continue, at a rate set by the staff of South Terrace the infractions could lead to receiving a "Major" and being reported to the principal.

The main goal of PBIS is to create a uniform system for discipline, to remain consistent in dealing with behavior issues, and to teach students how to treat one another with respect and safety.

EXPECTATIONS FOR THE PLAYGROUND

1. Play in a fair and safe manner.
2. Respect one another.
3. Respect and obey all adults.

4. Stay in designated areas.
5. Fighting, (kicking, hitting, physical or verbal teasing/bullying, etc.) swearing, and throwing dangerous objects (snowballs, rocks, dirt, sand, gravel, ice, mud, sticks, etc.) are not permitted.
6. Line up promptly to go inside.

The following activities/items are not safe and should not be done/brought on the playground at anytime:

1. King on the hill
2. Camel Fights
3. Crawling/walking up the slide
4. Leaving the playground without permission
5. Tackle Football
6. Hockey pucks
7. Baseball bats
8. Hard baseballs
9. Skateboards/rollerblades/wheelies/etc.

(If the rules of touch football are not followed by multiple students, on a regular basis, and students are repeatedly getting hurt; the only football that will be allowed will be 4-Down Football)

*Playground activities can be changed or stopped at any time if they are deemed to be a safety concern.

PLAYGROUND EQUIPMENT GUIDELINES

1. No pushing students on the regular swings. Wait until the swing stops before getting off (no jumping off of swings).
2. While sliding: wait until the person in front of you has finished sliding and has cleared the area before you go down the slide. No pushing or taking “cuts” while waiting for your turn.
3. No standing or sitting on the very top of the playground equipment.
4. Do not jump off of the higher equipment.

Consequences for students not following these rules/guidelines:
May be talked to, sent to the school wall, or in immediate safety or dangerous situations may be sent directly to the office to talk to the Principal. Playground supervisors and classroom teachers will also communicate with students and parents as needed about playground issues.

BUS SAFETY -
PROTECT YOUR RIDING PRIVILEGE FOLLOW THESE SCHOOL BUS SAFETY RULES

RIDING THE SCHOOL BUS IS A PRIVILEGE NOT A RIGHT. IF THIS PRIVILEGE IS ABUSED, IT MAY BE LOST!

1. Be on time, keep the bus on schedule
2. Obey the driver’s instructions
3. Keep your head, arms and hands inside the bus and to yourself
4. Remain seated at all times when the bus is moving
5. Be courteous! No profane language
6. Work together to keep your bus clean and safe
7. No animals or hazardous objects allowed on the bus
8. Ice skates that need to be transported on the bus for PE or after school open skating, must be transported in a durable bag or backpack or the skates will not be allowed on the bus
9. Keep the noise level down
10. Please only carry items that will fit into a backpack onto the bus
11. If you must cross the street: Walk in front of the bus and wait for directions from the driver

Note: Bus drivers must report all students who disobey the rules to the Transportation Director and Principal.

Consequence Guidelines to Consider:
1ST Written Report-discuss with the student
2nd Written Report-discuss with the student, parent called, report sent home, deny riding the bus two days
3rd Written Report-discuss with student, parent called, report sent home, deny riding the bus one week, conference before reinstatement with parent, student, superintendent, bus driver, bus supervisor
4th Written Report-deny riding the bus one month, immediate conference with parent, superintendent, and bus driver
5th Written Report-deny riding bus indefinitely, parent/guardian must come before the school board, and the student will lose bus privileges for a minimum of two months.

Severe Clause: In case of severe disruption immediate suspension may be determined necessary. Incidents of this nature will be decided upon after consultation with the bus driver, bus supervisor, and principal or superintendent. Riding privileges will be suspended indefinitely. Administration will determine whether riding privileges will be reinstated/ suspended for the remainder of the school year.

CELL PHONE EXPECTATIONS

Student cell phone activation will not be allowed during the school day without prior permission of an adult for a very specific purpose. Cell phones must be kept in student lockers. No checking voice messages, text messages, playing games, etc. in the classroom. Cell phones will not be allowed to cause student distractions or classroom distraction of any sort. The district is not responsible for stolen or misplaced cell phones. It is strongly recommended that student cell phones be left at home.

Consequences for not following cell phone rules may include having an adult take the cell phone to the office and the parent or guardian will need to retrieve the cell phone.

TEACHER REQUESTS

Teacher requests need to be in by **May 1st** of every school year for the next year. The following are also used as guidelines for teacher requests. Requests should not be done every year, but when there is an actual need or reason, including if the teacher is a family relative, or neighbor. A perception of one teacher being better than another will not be processed as a reason for a teacher request.

1. All requests will be considered, but not guaranteed, reasoning is a part of the decision.
2. Requests shall be made with the principal in writing by May 1st.
3. Requests should come with a reason for the request.

IMPORTANT DISTRICT POLICIES

All school board policies are posted to the Carlton website as updated by the school board. The following policies are condensed for general informational purposes. Please see the full version of each policy under the district policies link at https://www.carlton.k12.mn.us/page/policies

STATEMENT OF NONDISCRIMINATION

It is the policy of the ISD 93 to comply with federal and state law prohibiting discrimination and all requirements imposed by or pursuant to regulations issued thereto, to the end that no person in the school district shall on grounds of race, color, creed, religion, national origin, sex, marital status, parental status, age, status with regard to public assistance, disability, sexual orientation, including gender identity and expression,or age be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any education

program, or in employment, or recruitment, consideration or selection, therefore, whether full time or part time under an education program or activity for which the school district is responsible.

The Carlton School District has designated the following individuals to coordinate compliance with Section 504 of the Rehabilitation Act of 1973, and Title IX of the Education Amendments of 1972.

Title IX Coordinator
Mark Messman 384-4225 x 113, mmessman@carlton.k12.mn.us
PK-12 504 Coordinator
Kari Solarz, 384-4225 x 212, ksolarz@carlton.k12.mn.us

413: HARASSMENT AND VIOLENCE

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

501: WEAPONS

Possession of a firearm or other weapon on one's person, or in an area subject to one's control, on any school property (including transportation), or off school grounds at any school related activity, will result in the immediate expulsion of the student. As per state statute, a school board must expel for a period of at least one year a pupil who is determined to have brought a firearm, or other weapon to school; except that the board may modify this expulsion requirement for a student on a case-by-case basis.
"Weapon" means any firearm (whether loaded or unloaded), any device or instrument which through its use is capable of threatening or causing injury or great bodily harm Examples shall include, but not limited to guns (including pellet guns and look-alikes), all knives, martial arts instruments, mace, explosive devices, ammunition, or any device or instrument designed as a weapon.
A student, who finds a weapon on the way to school or in the school building and takes the weapon immediately to a school office, shall not be considered in possession of a weapon.

503: STUDENT ATTENDANCE

Carlton School District has adopted the following student attendance policy for students in grades kindergarten through twelfth grade:

1. Students are expected to attend school on a regular basis in order to be successful in their academic schedules and also to become familiar with the requirements of future employment
2. The district is aware that there are many situations that may necessitate absences, such as medical emergencies, chronic illnesses, family crisis, and other unusual circumstances. Every effort will be made to work with families in these situations to ensure the child has educational support to achieve success. The "awareness provision" is designed to monitor and separate valid absences from school, or is neglectful in their duties to ensure an education for their children.
3. The following are considered as valid student excuses:
    Doctor's written excuse regarding illness
    Medical appointments
    Court appearance
    Funerals
    School functions

Suspensions
Student being sent home by school nurse
School sponsored extracurricular activities
Pre-approved absences with teacher/principal

4. In addition to the above valid excuses, a maximum of four (4) parental written excuses will be considered as valid.

CARLTON COUNTY TRUANCY PROCEDURES

1. Three unexcused or a combination of eight total unexcused/excused absences
    - Initial letter of notification sent to parents by school officials
2. Five unexcused or a combination of ten total unexcused/excused absences
    - Referral sent to the Truancy officer, the district Truancy Officer may take the following actions (in cooperation with school administration);
    - Meet with the student and /or parent/guardian to explain Minnesota State attendance laws and consequences
    - Sign an individual attendance contract with student and/or parent(s)
    - Contact and arrange assistance for family with any needed support services (i.e.: social worker, school nurse, school counselor)

3. Seven unexcused absences or more, referral to Carlton County District Attorney (Habitual truant under Minnesota Statute 260C.007 sub 19)
    - Truancy Petition filed with Carlton County Attorney
    - District Attorney will file as a child in need of protection with District Court
    - Depending on the age of the student, District Attorney, Truancy Officer, and Carlton County Human Services will make a determination whether or not it is a case of truancy or educational neglect

EXCESSIVE EXCUSED ABSENCES

Students and parents/guardians must understand that each school has the right to not give credit or promote to the next grade due to inadequate seat time. It must also be understood that each school reserves the right to request a physician's notes for a student who has had excessive excused absences.

504: WEARING OF OFFENSIVE CLOTHING/OBJECTS

The policy of the school district is to encourage students to be dressed appropriately for school activities and in keeping with community standards. This is a joint responsibility of the student and the student's parent(s) or guardian(s).

Students wearing t-shirts, or other clothing and/or objects which are deemed inappropriate or offensive by school administration (principal, administrative assistant, superintendent) will be sent home from school or until the inappropriate/offensive item has been removed or changed. These clothing items would include but are not limited to:

1. Short shorts, skimpy tank tops, tops that expose the midriff and other clothing that is not in keeping with community standards.
2. Clothing which bears a message which is lewd, vulgar or obscene.
3. Apparel promoting products or activities that are illegal for use by minors.
4. Objectionable emblems, signs, words, objects, or pictures on clothing communicating a message that is racist, sexist or otherwise derogatory to a protected minority group.
5. Any known gang related apparel/objects.

514: BULLYING PROHIBITION

An act of bullying, by either an individual student or a group of students, is expressly prohibited on school district property or at school-related functions. This policy applies not only to students who directly engage in an act of bullying but also to students who, by their indirect behavior, condone or support another student's act of bullying. This policy also applies to any student whose conduct at any time or in any place constitutes bullying that interferes with or obstructs the mission or operations of the school district or the safety or welfare of the student, other students, or employees. The misuse of technology including, but not limited to, teasing, intimidating, defaming, threatening, or terrorizing another student, teacher, administrator, volunteer, contractor, or other employee of the school district by sending or posting e-mail messages, instant messages, text messages, digital pictures or images, or website postings, including blogs, also may constitute an act of bullying regardless of whether such acts are committed on or off school district property and/or with or without the use of school district resources.

520: STUDENT SURVEYS

Occasionally the school district utilizes surveys to obtain student opinions and information about students. The purpose of this policy is to establish the parameters of information that may be sought in student surveys. Surveys will be administered anonymously and in an indiscernible fashion.

524: INTERNET ACCEPTABLE USE AND SAFETY

This section of the policy deals with the consequences with the misuse or inappropriate use of the internet or school computers.

USE OF SYSTEM IS A PRIVILEGE: The use of the school district system and access to use of the Internet is a privilege, not a right. Depending on the nature and degree of the violation and the number of previous violations, unacceptable use of the school district system or the Internet may result in one or more of the following consequences: suspension or cancellation of use or access privileges; payments for damages and repairs; discipline under other appropriate school district policies, including suspension, expulsion, exclusion, or termination of employment; or civil or criminal liability under other applicable laws.

525: VIOLENCE PREVENTION

This policy is to recognize that violence has increased and to identify measures that the school district will take in an attempt to maintain a learning and working environment that is free from violent and disruptive behavior. In general, the school district is to enforce its weapons policy and act promptly in investigating all acts, or formal or informal complaints of violence. This would include periodic review of discipline policies and implement approved violence prevention strategies.

526: HAZING

This policy is to maintain a safe learning environment for students and staff that are free from hazing. Hazing activities of any type are prohibited at all times. No student, teacher, administrator, volunteer, contractor, or other employee of the school district shall plan, direct, encourage, aid, permit, condone, or engage in or tolerate hazing. This policy applies to behavior that occurs on or off school property and during and after school hours.

529: STAFF NOTIFICATION OF VIOLENT BEHAVIOR BY STUDENTS

The purpose of this policy is to address the circumstances in which data should be provided to classroom teachers and other school staff members about students with a history of violent behavior. Notification of violent behavior will be communicated with assigned classroom teachers if such acts against others, including staff, have occurred in the same year or previous year of school.

SOUTH TERRACE SCHOOL SONG

We are the bulldogs, the mighty mighty bulldogs
We laugh and we smile everyday…
RUFF RUFF
We take pride in our school,
Because we know it's cool,
Shout it from the rooftops, HURRAY!
P...R…IDE
Go Bulldogs!

YOUNG BULLDOG PLEDGE

As a South Terrace Elementary School Student,
I promise to respect all people and property,
To be responsible and do my best at all times,
To recognize the rights of others,
the differences between right and wrong,
and the achievement of a job well done!

IN CLOSING

We are excited for a safe, supportive, and successful school year together! Thank you for partnering with us in your child's learning journey. **Please be sure to sign and return the acknowledgement form on the next page to the school office within the first week of classes.**

Acknowledgement Form

We believe that a strong school community is built on communication and shared expectations. Please review this handbook together as a family. Then, sign and return this page to confirm you've read and understand the information.

Parent/Guardian Name (print): _____

Signature: _____ Date: _____

Student Name (print): _____

Signature: _____ Date: _____

STUDENT HANDBOOK

2025-2026

Carlton Middle/High School

ISD # 0093
405 School Avenue, PO Box 310
Carlton, MN 55718
Phone: (218) 384-4225
www.carlton.k12.mn.us

STATEMENT OF NON-DISCRIMINATION

It is the policy of ISD #93 to comply with federal and state law prohibiting discrimination and all requirements imposed by or pursuant to regulations issued thereto, to the end that no person in the school district shall on grounds of race, color, national origin, creed, religion, sex, marital status, age, status with regard to public assistance, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any education program, or in employment, or recruitment, consideration or selection, therefore, whether full
time or part time under an education program or activity for which the school district is responsible. The following persons have been designated to handle inquiries regarding the non-discrimination policies:

Human Rights Officer Mark Messman Superintendent mmessman@carlton.k12.mn.us (218) 384-4225	**504 Coordinator** Mark Messman Superintendent mmessman@carlton.k12.mn.us (218) 384-4225	**Title IV Coordinator** Mark Messman Superintendent mmessman@carlton.k12.mn.us (218) 384-4225

DISTRICT PHONE NUMBERS:

Superintendent Office:	384-4225 *113
High School Office:	384-4225 *130
South Terrace:	384-4225 *210
Bus Garage:	218-380-0191
Custodians:	384-4225 *117
Community Education:	384-4225 *213

General Information

WELCOME TO CARLTON HIGH SCHOOL

Dear Students and Parents:

Welcome to the Carlton High School 2025-26 school year! The guidelines set forth by the student handbook promote the common understanding essential for a positive and productive school experience. The Carlton education team looks forward to assisting students in fulfilling their educational goals. Students can benefit from everything Carlton High School has to offer by actively engaging in courses, clubs, programs and extracurricular and co-curricular opportunities. The administration, faculty and staff welcome the opportunity to support student success throughout their academic career. Please feel encouraged to contact the school with any questions (218) 384-4225. Parents, students and the community can also check our Website: www.carlton.k12.mn.us. The administration strongly recommends school families review together and keep it as a reference during the school year. Thank you for your partnership as we continue to strengthen the Carlton School Community.

ISD #93 CARLTON MISSION STATEMENT AND VISION

Our mission is to educate, empower and inspire all learners.

We will be recognized for:

1. Real World Authentic Opportunities
2. Voice and Choice
3. Community Partnerships
4. Welcoming, Inclusive, Safe, and Secure Environment
5. Student and Staff Growth
6. Strong Fiscal Management

Priorities:

1. Employee support and professional development
2. Mental Health support, climate, culture, and accountability
3. Make improvements to facilities while developing larger facility goals
4. Communication, marketing, and public relations
5. Academic Excellence
6. Applied Learning Academy Opportunities
7. Implementing a Successful 4 Day School Week

CLASS / PASSING SCHEDULE

DAILY SCHEDULE

8:00	1st Bell
8:05-9:01	1st Hour Class
9:05-10:01	2nd Hour Class
10:05-11:01	3rd Hour Class
11:02-11:32	Jr High Lunch
11:34-12:30	Jr. High 4th Hour Class
11:03-11:59	Sr. High 4th Hour Class
12:00-12:30	Sr. High Lunch
12:34-1:30	5th Hour Class
1:34-2:30	6th Hour Class
2:34-3:30	7th Hour Class

AFTER SCHOOL HOURS

Students are not to be at school after hours unless they are here for a specific purpose under the direct supervision of an advisor. This also applies to before 7:45 AM.

ANNOUNCEMENTS

Announcements must be submitted to the office prior to 8:30 AM to go on the daily announcements. Daily announcements will be displayed on school LCD screens and shared electronically via Schoology.

BUSSING

Any changes in daily bus riding must contact the high school office by 1:30

DANCES

Senior high dances (grades 9-12) Junior high dances (grades 7-8)

- Any visitors must be signed up (in advance) in the high school office.
- Doors close at 10:00 PM! (NO ONE will be admitted after 10:00 PM)
- Once you have paid, you are to stay in the dance. Students will not be allowed to reenter the dance after leaving.
- If a chaperone has any trouble with students drinking, using drugs, etc., or other illegal behavior, the sheriff's department and parents will be immediately contacted.
- Dances will run from 8:30-11:30 PM, unless otherwise scheduled.

Any Carlton student wanting to bring a guest to any school dance will need to get a permission slip from the advisor of the event. The guest needs to be in good standing at the high school they attend and signed by that school administration/counselor. No guest will be allowed to attend a Carlton dance that has graduated from high school. This policy may be changed at the discretion of the principal.

*Students with unserved detention time may not be admitted to school dances, at the discretion of the Principal.

DATA PRIVACY

If your child is referred to special education for an assessment, the district will enter your child's name and date of birth into the Minnesota Medicaid System to find out if your child is receiving medical assistance or Minnesota Care. If you do not want the district to enter your child's name and date of birth into the Minnesota Medicaid System, please contact Carlton High School at 384-4225 and communicate your request to the high school principal.

EMERGENCY SCHOOL CLOSING/EARLY DISMISSAL

Before School: During severe winter storms when the superintendent deems it unsafe for our buses to run, school will be closed or will have a later starting time. Our official radio station for school closing is WKLK, 1230 AM in Cloquet. Please listen (DO NOT CALL THEM) any morning the weather looks severe. If we are having any problems at school (power outage, water problems, etc.) we will announce closing or delays on the above-mentioned radio station. Infinite Campus Messenger will also call, text and/or send you an email.

During School: When serious storms develop during the school day and the superintendent feels it would be better to send students home early, we will send out an Infinite Campus Message Alert. We will also have the radio stations announce the closing. The same will occur if we need to close due to other problems such as power or electrical failures. IT IS CRUCIAL THAT YOUR CHILD KNOW WHERE TO GO IF THIS SITUATION ARISES so that we are not sending the child to a locked or empty house. If the weather looks threatening and no one is home, discuss with your child ahead of time a safe alternative plan if no one will be home. Please do not call the school to see if we are letting out early. This ties up phone lines and we are unable to call parents of children who may have concerns.

FEES

(*May be updated or adjusted - Please refer to Activities Director or Business Office for Official Costs/Fees)

Athletic:

- Grades 6-8 - *$70.00 per sport with a cap of $175.00 per child, per year.
- Grades 9-12 - *$100.00 per sport with a cap of $250 per child, per year.
- Students with free/reduced lunches pay ½ price for sports fees. All sport fees need to be paid in full by the first game of each season. Anyone with an outstanding sport fee will not play until the fee is paid. Anyone who can't make a timely payment should contact the AD or principal.

Band:

- Wrenshall rules and fees will apply here

Chromebooks:

- $45 Optional Insurance to cover accidental breakage and Chromebook Charger

Co-Curricular:

- Activities/Clubs included, but not limited to: Play, Robotics, Math Team, Knowledge Bowl
- Grades 6-8- $20
- Grades 9-12- $30

Families are encouraged to pay fees through the Parent Portal or by check to the high school office. All cash payments require a receipt from the high school office.

ONLINE PAYMENTS

Parents can make online payments for athletic fees, course fees. Families are encouraged to pay fees through the parent portal or by check to the high school office. All cash payments require a receipt from the high school office.

FIRE DRILLS

Fire drills will take place periodically. Leave the room quickly, quietly, and in good order. Leave the building by the route indicated on the instruction sheet for the particular room from which you are evacuating.

GUIDANCE PROGRAM

The school counseling program is set up for the purpose of giving the student help in planning his/her high school program, to give aid and encouragement in choosing and planning a vocation, and to assist the student in countless other matters. Whenever you want to talk with someone about anything that troubles or bothers you, the counselor is available to help you try to find an answer to your questions. Your contact with the counselor will be private and matters brought to his/her attention will be treated with strict confidence.

ILLNESS AT SCHOOL

Should a student become ill while at school and be unable to attend classes, the student is to report to the high school office for referral to the nurse. Under no circumstances should a student leave for home without checking out through the office. **If this procedure is not followed it will be considered an unexcused absence.**

LOCKERS

Each student is assigned a locker. Students are to use only the locker assigned. The student who is assigned to a locker is responsible for keeping his/her locker orderly and neat. **The school is not responsible for any valuables which are placed in the lockers and are lost. Locks are recommended.** Locker posters are to be of good taste. The school may hold locker inspections for safety reasons. Students may ONLY use school locks. The cost is $5 – reimbursed at the end of the year. *Students who fail to clean their lockers or have damaged the lockers may be assessed a fee.

LOCKER POLICY

It is the policy of the State of Minnesota, and therefore, the Carlton Public Schools, that school lockers are the property of the school district. At no time does the school district relinquish its exclusive control of the locker provided for the convenience of students. Inspection of the interior of lockers may be conducted by school authorities for any reason, at any time, without notice, without student consent, and without a search warrant. The personal possessions of students within a school locker may be searched only when school authorities have a reasonable suspicion that the search will uncover evidence of a violation of law or school rules. As soon as practicable after the search of a student's personal possessions, the school authorities must provide notice of the search to the students whose lockers were searched unless disclosure would impede an ongoing investigation by police or school officials.

Policy 502: Search of Student's Lockers

This is a shortened version of the unabridged policy which may be found on the school's website under School District Policy 500 Series.

LOST AND FOUND

Lost and found is located in the high school office. Report any loss of articles and valuables to the high school office. The lost and found will be emptied quarterly.

MEDICATIONS/PRESCRIPTIONS

If your child needs to take a non-prescription medication, you MUST:

- Send the medication in the original bottle.
- Send a note with the parent's signature requesting the school to give the medication. If the student needs Tylenol or Ibuprofen, the student can keep it in their lockers in the original bottle.

If your child needs to take prescription medications, you MUST:

- Send a written order from our doctor.
- Send a note with the parent's signature requesting the school to give the medication in a pharmacy container.

MOTOR VEHICLE PARKING

Any student who must drive a motorized vehicle to school is to park his/her vehicle when he/she arrives at school and leave it parked until school is dismissed for the day, unless specifically approved by the student's parents/guardians. **Students are not permitted to drive cars during the noon hour nor ride with friends without administrative approval. Students are not permitted to bring other students with them over the noon hour without permission of school administration.** Students are not encouraged to drive to school, but those who must, are encouraged to park on black top on the north side of the school in designated areas.

PARENT PORTAL

Parent portal allows families to view the academic progress of their student at any time, from any computer or mobile phone with internet access. To access the parent portal, please refer to the school website: www.carlton.k12.mn.us

PLEDGE OF ALLEGIANCE

Minnesota Statutes 121A.11 mandates that the Pledge of Allegiance be recited once a week in public schools. Anyone who does not wish to participate in reciting the Pledge of Allegiance for any personal reason may elect not to do so. Students must respect another person's right to make that choice.

TELEPHONE

The telephone in the high school office must be kept available for school matters. Permission to use school phones will be granted only as a matter of necessity or urgency to call parents on school related matters. Students will be called from class for a phone call only upon parent request and when necessary. Cell phone calls home will be permitted with administration or office approval.

VISITORS DURING THE SCHOOL DAY

For the safety of our students, all persons who are non-registered students of Carlton Public Schools are required to check in at the office upon arrival in the building. All doors to the school will be locked throughout the day. Access to the school building during the school day will be through **DOOR 1**.

To maintain an environment conducive to learning, students are not allowed to bring a visitor to school during the academic day. Exceptions may be made by the high school office for prospective students.

ACADEMICS

Any Updates or Revisions throughout the school year will be approved by the Counselor and HS Principal.

GENERAL REQUIREMENTS

- Credits earned in grades 9-10-11-12 are used for determining graduation.
- A minimum of 23 credits are required for graduation.

MINIMUM REQUIREMENTS – CREDITS

ENGLISH: 4 credits – 1 credit each year

English 9, 10, 11, 12 or College Comp/Advanced Composition

SOCIAL STUDIES: 4 credits – 1 credit each year

Civics; Modern American History; World History/Geography or College Western Civilization; Govt/Econ… and Social 12 or General Psychology.

MATHEMATICS: 3.5 credits are required in grades 9-12
Algebra II, Geometry, Probability and Statistics and another full math credit is the minimum requirement. In addition to the high school credits, students must also complete an Algebra I credit by the end of eighth grade.
SCIENCE: 3 credits are required in grades 9-12
Physical Science, Biology, and either Physics or Chemistry.
PHYSICAL EDUCATION – HEALTH
.5 credit Health in grades 9-12
1 credit Physical Education grades 9-12
ART and THE ARTS 1 credit in grades 9-12
Band, Visual Arts, Music, Media Arts
ELECTIVES: 6 credits in grades 9-12
Total Credits: 23

GRADUATION CEREMONY:

- Students attending the ALC, must have earned a minimum of 12 credits from CHS
- 22 ½ credits must be completed before you are allowed to participate in graduation.

Middle School – Required Classes and Credits

Department	Grade 7	Grade 8
English	1	1
Social Studies	1	1
Mathematics	1	1
Science	1	1
Physical Education	.5	.5
Health	.5	NA
Total:	**(7)**	**(7)**

HIGH SCHOOL GRADING SCALE

A+	100
A	94
A -	90
B+	87
B	84
B-	80
C+	77
C	74
C-	70
D+	67
D	64
D-	60

***Please note that college level courses are also given the same value as above.**

HONOR ROLL

Honor roll will be calculated and published each quarter. An "A" Honor Roll student must have a term GPA of 3.75 or higher. A "B" Honor Roll student must have a term GPA of 3.0 or higher. To be recognized a student must receive an overall GPA of 3.0. These will be posted at the time transcripts are provided from our local college partners.
The following is the value of each letter grade:

A+ = 4.33	C+ = 2.333	F = .00
A = 4.00	C = 2.00	P = .00
A-= 3.67	C-= 1.67	
B+ = 3.33	D+ = 1.33	
B = 3.00	D = 1.00	
B-= 2.67	D-= .67	

Transfer student credits will be evaluated by a counselor upon enrollment.
Regardless of total credits, Carlton High School does not graduate students prior to May graduation date unless specified by special education services.

Transfer and homeschool students' credits will be evaluated upon enrollment; a transfer student who has spent more time in the other school than at Carlton High School will have the credits evaluated according to the graduation requirements of Carlton High School and the previous schools attended. Homeschool students must be a full-time student at Carlton High School for three years to be considered for Valedictorian, Salutatorian, Honors of Distinction, or in the class rank.

Exchange students who are participating in an approved program such as AFS, Youth for Understanding, etc. will receive a Certificate of Attendance upon successful completion of their senior year. No diploma will be awarded.

An Individual Educational Program (I.E.P.) Limited English Proficiency (L.E.P.) plan, or Federal 504 Modification may modify requirements when individual student situations necessitate such modifications.

Grading with Pass/No Pass

Student Aide: A Junior or Senior student has the option to become a student aide, with teacher and guidance office approval. A student aide will be graded Pass or No Pass based on their participation as a student aide. A Pass will receive no point value toward a student's GPA calculation, but will receive high school credit. A grade of NO Pass will not receive high school credit. A student aide may choose a no credit option.

STUDENTS RECEIVING INCOMPLETES

Any student with an incomplete at the end of the quarter will have until the mid-quarter of the following grading period to resolve the incomplete with the instructor. At mid quarter an unresolved incomplete grade will be calculated using the existing grades in the teacher's campus gradebook. Students receiving incompletes will receive an academic plan from the teacher on what needs to be completed.

Credit Recovery: Credit recovery courses are graded on the following scale.

A+	100
A	94
A-	90
B+	87
B	84
B-	80
C+	77
C	74
C-	70
D+	67
D	64
D-	60
P	50
F	0

***A Pass/Fall can be given as a grade for credit recovery when agreed on by the Instructor and Student, or principal if needed.**

TESTING & ASSESSMENTS

While the Minnesota Department of Education strives to ensure this testing schedule remains unaltered, it is subject to change based on assessment decisions made by the state or federal Legislature.

- Minnesota Comprehensive Assessments (MCAs)
- Minnesota Test of Academic Skills (MTAS)
- ACCESS for ELLs
- Alternate ACCESS for ELLs
- MCA Reading grades 3–8 and 10
- Mathematics grades 3–8 and 11 & 10th grade Science
- MCA Science grades 5 & 8

Minnesota Statutes, section 120B.31, subdivision 4a, requires the Minnesota Department of Education (MDE) to publish a form for parents/guardians to complete if they refuse to have their student participate in state-required standardized assessments.

OUTSIDE SCHOOL EXPERIENCES/COURSES CREDIT

This policy provides guidelines regarding school credit for student experiences or courses taken outside the regular school day and /or school year.

- No more than one (1) high school credit may be earned by a student during an academic year (i.e., no more than four (4) high school credits in four years).
- Prior to the beginning of the experience or course, the student is to request approval from the department in which the credit is being considered by completing the appropriate form. Final prior approval from the building principal is required.
- The written request will be approved or disapproved by the department head/representative after a decision within the department. After a department decision, the request must be forwarded to the building principal for final decision.
- A completed copy of the form will be given to the student's advisor and the Counseling Office by the department head/representative.
- Credit is to be evaluated in relation to what a student would do in a regular CHS course.
- No credit will be granted unless the proper procedure has been followed.
- Courses/credits from the Cloquet Area Alternative Education Programs (CAAEP) will be exempted from this policy.
- Confirmation of successful completion of the experience/course must be given to the counseling office.
- Nothing in the handbook will supersede Minnesota State Law regarding courses/credits.

ATTENDANCE

Regular attendance is an important requirement for all students. When it is necessary for the student to be absent, parents are to notify the school by calling 384-4225 before 9:00 AM. Following any absence, a student must present an excuse from a parent stating the reason for the absence and the date(s) of the absence.

TYPES OF ABSENCES:

1. **Excused** – Any absence falling into the categories of personal illness or family emergency. Examples include medical appointments, dentist appointments, counseling appointments, court appearances, driver license exam, death in the family and prearranged family vacations. All incomplete assignments may be made up if proper procedures have been followed. **All appointments need to have an excuse from the appointment office or it will be an unexcused absence.**
2. **Advanced Make-Up** – May be obtained from the office with a parent request before the date of absence. All work can be made up. Examples would include medical appointments, family trips, driver's exam, court appearance, etc.
3. **Unexcused** – Any absence not directly covered by the preceding excused absences will be considered an unexcused absence. Examples of unexcused absences include errands and appointments with no further explanation, truancy, leaving school without proper clearance, forgery on excused, babysitting, luncheons, work, missed bus, car trouble, shopping, hair appointments, tanning appointments, oversleeping, behind the wheel driving, etc. In the case of a student being needed at home, parental contact by phone is necessary to explain the extenuating circumstances. A decision will then be made as to whether an absence is excused or unexcused. Make up work will be provided with the option for full credit upon administrative approval. **Attendance issues can be determined at the discretion of the principal.**
4. **Excessive Excused Absences** – Students and parents/guardians must understand that each school has the right to not give credit or promote to the next grade due to inadequate seat time. It must also be understood that each school reserves the right to request physicians notes for a student who has had excessive excused absences (if a note has been requested and not provided, the school can determine that day to be absent unexcused).

In the circumstance that your son/daughter has accumulated 20 days of excused or unexcused absences, increased absence documentation is required. After the 15th day, you are required to provide a signed note from a Medical Professional or our School's Nurse indicating your child had a medical reason for his or her absences." The truancy officer will send home a letter notifying the parent/guardian that their son/daughter is truant according to Minnesota Statute 250A.02, subdivision 3 and request a meeting to address the issue further. Other school officials may be requested to attend this meeting. School services or other outside services will be offered to assist with the problem when appropriate. A parent/student contract may be ordered.

The truancy office will become officially involved in a student's truant behavior when the number of unexcused absences approaches eight (8). However, the principal meets with the officer on a weekly basis to discuss students in trouble with truancy issues. The officer may begin working with the student and family on a preventative program.

5. **Tardiness –** The fourth accumulated unexcused tardy in a grading quarter and each additional unexcused tardy

thereafter. Students will be notified by the principal or his designee of any detentions issued for tardiest. Parents will receive a copy of the infraction in the mail.
It is the responsibility of each student and parent/guardian to read attendance policies within their school's handbook. Refer to school administration for questions or clarification.
All policies and procedures listed pertain to K-12 students enrolled in Carlton County Schools.

CARLTON COUNTY TRUANCY PROCEDURES

Three unexcused or a combination of eight total unexcused/excused absences.

1. Initial letter of notification sent to parents by school officials.
2. Five unexcused or a combination of ten total unexcused/excused absences
3. Referral sent to the truancy officer, the district truancy office may take the following actions (in cooperation with school administration):
    - Meet with the student and/or parent/guardian to explain Minnesota state attendance laws and consequences.
    - Sign and individual attendance contract with student and/or parent.
    - Contact and arrange assistance for family with any needed support services (i.e. school nurse, school counselor)

Ten unexcused absences or more, referral to Carlton County District Attorney (habitual truant under Minnesota Statute 260C.007 sub 19). Truancy petition filed with Carlton County Attorney

- The District Attorney will file as a child in need of protection with District Court
- Depending on the age of the student, the District Attorney, Truancy Officer and Carlton County Human Services will decide whether or not if it is a case of truancy or educational neglect.

STUDENTS RIGHTS & RESPONSIBILITIES

STUDENT RIGHTS

All students have the right to an education and the right to learn.

STUDENT RESPONSIBILITIES

All students have the responsibility:

- For their behavior and for knowing and obeying all school rules, regulations, policies, and procedures;
- To attend school daily, except when excused, and to be on time to all classes and other school functions;
- To pursue and attempt to complete the courses of study prescribed by the state and local school authorities;
- To make necessary arrangements for making up work when absent from school;
- To assist the school staff in maintaining a safe school for all students;
- To be aware of all school rules, regulations, policies, and procedures, including those in this policy, and to conduct themselves in accord with them;
- To assume that until a rule or policy is waived, altered, or repealed, it is in full force and effect;
- To be aware of and comply with federal, state, and local laws;
- To respect and maintain the school's property and the property of others;
- To dress and groom in a manner which meets standards of safety and health and common standards of decency and which is consistent with applicable school district policy;
- To avoid inaccuracies in student newspapers or publications and refrain from indecent or obscene language;
- To conduct themselves in an appropriate physical or verbal manner; and
- To recognize and respect the rights of others.

BEHAVIOR EXPECTATIONS OF CARLTON STUDENTS 7-12

Be Prompt and Prepared

- Be on time
- Come with appropriate materials
- Come with assignments completed

Respect Authority

- Listen to authority
- Follow directions promptly

- Accept responsibility for your behavior

Respect the Rights of Others

- Use appropriate voices
- Listen to the speaker
- Respect the opinion and point of view of others
- Respect individual differences and sensitivities

Respect Property

- Respect personal property of others
- Respect school property

Display a Concern for Learning

- Remain on task
- Respect the rights of others to learn

Display Appropriate Social Skills

- Accept disagreement, consequences, criticism and compliment gracefully 2. Display courtesy and tact.

OTHER

- It is the discretion of each instructor if hats may be worn in the classroom 2. Chains and other potentially dangerous accessories are prohibited
- Nuisance devices (laser-pointers, electronic toys, air pods/headphones) are prohibited
- **Cell Phones - A significant change in Carlton Cell Phone policy will be in place for 2025-26 school year to align with MN State guidelines and positively impact the academic environment of our school culture. Many MN Schools made this change during the 24-25 school year and most, if not all, schools are adopting this policy for the upcoming 25-26 school year.**
- Background, details, and rationale for this change is available for parents, students or staff in a packet called *The Cell Phone Tool Kit (2024)* provided by MASSP and MESPA, available in the HS office. The 'Why"... to Improve Academic Performance, Enhance Mental Health, create a Better Classroom Environment, and to Support Effective Teaching.
- Cell Phones will only be allowed before and after school, during lunch, and between classes. It is strongly recommended that students store all devices in their lockers or off-campus during the day. Locks are available and recommended for student use from the 1st day of school.
- If any device, including cell phones, is seen or heard in a classroom, it may be confiscated by any staff member.
  - *1st offense*: device will be taken to the office and may be picked up at lunchtime.
  - *2nd offense:* device is taken to the office and it may be picked up by the student at the end of the day; a parent call will be made.
  - *3rd or following offenses* will result in a meeting with the parents and a plan will be developed with the administration.
- It is the discretion of each instructor if coats and bulky jackets are not permitted in classrooms during the school day
- Backpacks will not be permitted to be in classrooms without administrative approval. If you have a legitimate reason to have any of these in school, please see the Principal.

CLASS OFFICERS

Each class will select members for President, Vice-President, Secretary and Treasurer. The high school office shall designate an advisor.

CLOSED CAMPUS REGULATIONS

Campus is completely closed for all 7th and 8th graders. All middle school students must stay on school property at all times during the school day, which begins at the time they arrive at school in the morning and ends when they leave for home after the 3:30 dismissal. Students who must leave campus must bring a note from home requesting permission for them to leave campus. The note should specify a legitimate reason, a specific date, and be signed by the student's parent/guardian.

Campus will continue to be closed for all students in grades 7-12. Once a student arrives at school, they are to remain on school campus. However, grades 9-12 are allowed to leave during their noon lunch break. **DRIVING OR RIDING IS PROHIBITED DURING LUNCH BREAK WITHOUT ADMINISTRATIVE APPROVAL, AND IS AT THE SOLE RISK OF THE STUDENTS, AND IS NOT ADVISED BY THE SCHOOL**. Students must have an open campus form signed by a parent/guardian prior to leaving. Students entering or exiting during open lunch must use Door 1 (door by the high school office).

9th-12th Grade students who are tardy for classes following designated lunch periods or fail to follow the Open Campus Policy will have the following consequences for tardy infractions and Open Campus Violations:

- **1st Offense**- 1 Day Lunch Detention
- **2nd Offense**- 1 Week Lunch Detention
- **3rd Offense**- Loss of Open Campus Privileges Indefinitely or until agreed upon by school and home.

The campus boundaries are the edge of the sidewalk on the south, the blacktop driveway on the east, the fence between the school and county property on the west. Students will not be allowed to loiter in the area north of the building or be in the school parking lot during the school day.
Students are encouraged to use cafeteria facilities. (Closed Campus Violation – ISS)

DRESS CODE

Students are to be dressed in good taste and in a socially approved manner in accordance with the guidelines established to promote health, safety and student learning in school.

- Health – Cleanliness of body and dress.
- Safety – Grooming and dress that exposes students to accidents must be avoided – this includes chains.
- Student Learning – Grooming and dress styles that create a disruption of the learning process within the classroom must be avoided. This includes:
  - Clothing that is not in keeping the community standards, including hats.
  - Clothing which bears a message determined as lewd, vulgar or obscene.
  - Apparel promoting products or activities that are illegal for use by minors
  - Objectionable emblems, signs, words, objects or pictures on clothing communicating a message that is racist, sexist or otherwise derogatory to a protected minority group.
  - Any known gang related apparel/objects
  - Objectionable clothing, includes but is not limited to, low-cut shirts, exposed midriffs, low-riding slacks, see-through blouses, extremely short skirts or shorts, sagging pants that expose the top of boxers, and spaghetti strap tops.
  - Faculty members directing extra-curricular activities have the authority to decide how students should be dressed when representing the school.

Students whose dress and grooming do not conform to these standards will be referred to the principal. The student will be warned and advised as to adjustments that must be made. If the student fails to remedy the problem, the student will be removed from the class or activity involved until the student corrects the situation. Students may be sent home to change.

HONOR CODE

Carlton High School is committed to providing a positive learning environment in which all students can do their best to succeed. In order to achieve this environment, academic honesty is essential. Simply stated cheating in any form jeopardizes the quality of any educational program and minimizes the genuine achievement of others.
CHS policy on cheating and academic dishonesty can include but not limited to:
CHEATING: Possessing a "cheat sheet" (including use of a cell phone or electronic device) or other notes for use on a quiz or test. Copying work from another student in or out of the classroom (see plagiarism) getting answers or information about a quiz or test that another student has already taken.
PLAGIARISM: Intentionally taking/copying someone else's words or ideas and presenting them as your own. Doing another student's work for him/her.
FABRICATION: Making up information or pretending to do something that you did not. (i.e. inventing information for a lab experiment or submitting a book report on a book you did not read).
AI (ARTIFICIAL INTELLIGENCE): Is a game changing technology that will have a tectonic shift in how we teach, learn, and use resources in the future. That future is now. Staff will be trained and share with their students how this technology can be used, or not used in their classrooms.

GUIDELINES FOR STUDY HALL

Students need to understand that study hall is, first and foremost, a "work" hour. Students need to be "taking care of business" in the classroom. Students need to bring assignments to work on or reading materials to their study hall.

LASER LIGHTS, CELL PHONES, AIRPODS, SKATEBOARDS/RIP-STICKS

Laser lights of any type are prohibited in school buildings, on school grounds, or at school sponsored activities both on and

off campus. Unless school issued, mobile devices are not to be used during class time this includes calls or video taking, and watching of inappropriate videos and sites. Use of cell phones or ear buds are at the sole discretion of the classroom teacher. Any use of them will result in them being taken to the office and may be picked up by parents.
No riding of skateboards or rip-sticks on school grounds. When a device has been confiscated from a student, the device will be held in the school office and the student or student's parent/guardian will be asked to pick up the confiscated device, depending on the incident.

STUDENT BEHAVIOR & CONSEQUENCES - STATEMENT OF POLICY

It is the position of Carlton Public Schools that a fair and equitable district-wide school discipline policy will contribute to the quality of a student's educational experience. Without discipline in the schools, learning cannot occur. We believe that teachers have a right to teach and students have a right to learn. Therefore, this district-wide school discipline policy has been adopted.
It is the responsibility of the school board, administrators, and teachers to safeguard the health and safety of each student. The school board and district administrators will support district personnel who, in dealing with students on disciplinary matters, act in accordance with state statute, state board of education regulations and this policy.
The following school board policies apply district wide.

RULES OF CONDUCT

Disciplinary action will be taken against students for any behavior which is disruptive of good order or violates the rights of others. The following acts are unacceptable behavior subject to disciplinary action in the school district.

Truancy and unauthorized absences

As required by current statutes, regulations of the State Department of Education and the school board of this district, students shall be in attendance each day school is in session. The authority to decide whether an absence is excused or unexcused rests with the high school office. Following any absence, a student must present an excuse from a parent stating the reason for the absence and the date(s) of the absence. Students returning to school following an absence will be expected to complete all missed assignments within a reasonable period of time.
Truancy, for the purpose of this policy, is the absence of one's self from school or class without the approval of the school and parent.
If a student develops a pattern of tardiness to school or class, disciplinary action will be taken.

Damage to School or Personal Property

Vandalism: Damage to or destruction of school property or property of others by students is vandalism.
Theft: Theft is the act of intentionally and without claim of right taking, using, transferring, concealing, or retaining possession of movable property of another without his/her consent and with intent or deprive the owner permanently of the property, or the finding of lost property and not making a reasonable effort to find the owner.
Physical Assault: Physical assault is an act which intentionally inflicts or attempts to inflict bodily harm upon another.
Harassment: Any intentionally abusive, threatening, profane or obscene written message or image (including those that are electronically transmitted) or verbal or physical act, including but not limited to one shown to be motivated by race, color, religion, creed, ancestry, national origin, sex, gender, sexual orientation, including gender expression or identity, marital status, age, mental or physical disability or other distinguishing characteristics.

Threats and Disruptions

- **Dangerous Threats:** Threats to normal school operations or school activities, including but not limited to the reporting of dangerous or hazardous situations that do not exist will be subject to disciplinary action.
- **School Disruptions:** Any student who disrupts or interrupts the peace and good order of the school or school-sponsored activities will be subject to disciplinary action.

Dangerous, Harmful, and Nuisance Substances & Articles

- **Alcohol:** Students are prohibited from using, possessing, or being under the influence of beverages containing alcohol at school, on school grounds, or at school-sponsored activities.
- **Drugs:** Students are prohibited from using, possessing, distributing, or being under the influence of illegal drugs or narcotics at school, school-sponsored activities, or on school grounds.
- **Use of Tobacco:** Tobacco use is prohibited at school, school-sponsored activities, and on school grounds. This statement does not apply to tobacco used by adults for ceremonial or educational purposes.
- **Harmful or Nuisance Articles:** The possession or use of articles that are nuisances, illegal, or that may cause harm to persons or property is prohibited at school and school sponsored activities.
- **Failure to Identify Oneself**: Failure to provide proper identification upon request of a staff member is unacceptable

behavior.

- **The Violation of State or Local Law:** The violation of any state or local law or the violation of any federal law is unacceptable behavior.

The following Constitutes Unacceptable Behavior:

- Willful conduct which materially and substantially disrupts the right of others to an education.
- Willful conduct which endangers school district employees, the pupil or other pupils, or the property of the school; or
- Willful violation of any rule of conduct specified in this discipline policy. 4. Excessive display of affection on school property.

DISCIPLINARY ACTION

Third Parties such as the Carlton County Restorative Justice Program may be permitted to aid in regards to restorative practices for situations including but not limited to: suspension and detention deterrent, behavior issues, community building, and conflict resolution.

Disciplinary Actions

Disciplinary action may include but is not limited to:

- Meeting with the teacher, or counselor
- After school detention
- Loss of school privileges
- Parental conference with school staff
- Modified school programs or additional educational programming
- Removal from class: Suspension, Exclusion, and Expulsion

Removal from Class

Removal from class is the short-term dismissal of a student from school during which the school retains custody of the student. Students removed from class shall be the responsibility of the principal and his/her lawful designee.
After an informal administrative conference with the pupil, the decision as to removal shall ultimately be up to the administrator. The removal from class may be imposed without an informal administrative conference where it appears that the student will create an immediate and substantial danger to himself/herself or to persons or property around him/her. The length of time of the removal from class shall be at the discretion of the principal after consultation with the teacher. Students shall be returned to class upon completion of the terms of the removal established at the informal administrative conference including but not limited to the completion of any make-up work.
Suspension is the short-term exclusion of the student from school during which the school is relieved of custody of the child. Suspension, exclusion and expulsion shall be utilized in accord with The Pupil Fair Dismissal Act as amended.
*Parents will be notified by the teacher who removed the student from the class

Copies of Policy

Copies of this policy, together with The Pupil Fair Dismissal Act, are available on the website. Nothing in this policy is intended to conflict with The Pupil Fair Dismissal Act.

Parent Notification

Parents shall be notified in writing of violation of the rules on conduct and resulting disciplinary actions by first class mail as provided otherwise by The Pupil Fair Dismissal Act.
In cases of suspected or diagnosed special education needs, the Northern Lights Special Education Cooperative guidelines will apply.

DISCIPLINE CONSEQUENCES

- Lunch Detention
- In School Suspension ISS
- Out of School Suspension OSS

In order to establish consistency in discipline, the following shall apply:
MINOR OFFENSES – 1st– may result in a warning or ASD

- HALLS – Swearing (accidental), jostling, hats, arguing, smart mouthing, not following directions, over-affection, unsupervised (before/after school).
- LUNCHROOM – Throwing food, roughhousing, insubordination.
- EVENTS - (Athletics, Dances, etc.) unsportsmanlike/disrespectful behavior, not following school rules.
- EXCESSIVE TARDINESS – ASD; The fourth tardy per quarter and increments of 3 thereafter. Conference with student,

parent and administration if tardy count reaches 10 in a quarter.

- LEAVING SCHOOL GROUNDS WITHOUT AUTHORIZATION – ISS Closed campus regulations. Campus is completely closed for all 6, 7, & 8th graders. They must remain on school property at all times during the school day, beginning when they arrive in the morning and ending at dismissal. Students who must leave campus MUST bring a note from home requesting permission to leave. The note should specify a legitimate reason, a specific date, and be signed by the student's parent/guardian. PLEASE do not send students on needless errands. Campus is closed for all students 9-12 before school with the exception of the lunch break.
- CLASS CUT (1 CLASS PERIOD) – ASD
- TRUANT (MORE THAN 1 CLASS, UP TO A FULL DAY) – ISS
- FORGED OR FALSE NOTES – ASD
- USE OR POSSESSION OF ANY TOBACCO PRODUCTS, E-CIGS, VAPING, OR LIKE PRODUCTS - ISS – Plus referral to law enforcement
- WILLFUL DISOBEDIENCE, DISRESPECT, SWEARING, CLASS DISRUPTION, GAMBLING, PETTY THEFT, FAILURE TO IDENTIFY SELF – ASD
- USE OR POSSESSION OF ALCOHOL OR NARCOTICS – OSS (1-3 days) – Plus referral to law enforcement
- VIOLENCE (FIGHTING), VANDALISM, STEALING, HAZING, USE OF INCENDIARY DEVICES, POSSESSION OF WEAPONS - *1-3 days ISS or OSS (possible expulsion) – Restitution required when stealing and vandalism occur
- HARASSING SCHOOL PERSONNEL OR SUBSTITUTE – ISS or id determined by administration.
- ILLEGAL USE OR POSSESSION OF FIREARMS - *Expulsion and referral to law enforcement
- EXCESSIVE DISPLAYS OF AFFECTION – ASD or ISS to be determined by the principal.

*Extra-Curricular Penalty

Excessive violations of any school rules may lead to an expulsion hearing by the Board of Education.

Explanations of:

Lunch Detention

LD takes place when arranged. Students are to serve their detention within one week of being assigned detention. LD will not be postponed as a result of conflicts with after school activities.

RULES:

1. Must be in the office by lunch time. Lunch will be brought to you.
2. Must have homework, etc. to keep busy, can read a book
3. Students are expected to remain quiet and in the room for the duration of LD
4. Cell phones are not permitted in detention w/o permission.

If any of the above rules are broken, you will be required to make-up another detention. It is the student-parent responsibility to arrange transportation home.

In School Suspension (ISS)

ISS will be assigned as per discipline code or as determined appropriate by the high school principal. Assignment is usually for one to three days and parents are notified by letter.

ISS Rules: (Remember: Your actions landed you in ISS. Serve the penalty and move on)

1. Students need to work quietly
2. No sleeping or laying head down on desk
3. No Cellphone or other electronic devices w/o permission from administration
4. While in ISS, students will not be allowed to attend their regular classes. Students on IEPs will be allowed to attend their special education classes.
5. One washroom break AM and one PM
6. Supervised lunch in the cafeteria
7. Students who misbehave in ISS or can't follow the rules will be sent home for the day and complete their work in ISS upon return
8. Students need to stay in assigned seats

Out of School Suspension (OSS)

Parents will be notified, by mail, if a student is assigned a suspension. Phone calls will be made when a student is suspended during the school day.

POLICY:

The administration has the responsibility to suspend students when it is judged that their conduct does in fact undermine

good order, threatens the welfare of the school, disrupts the educational process, or deprives other students of an effective opportunity to pursue their own education. All suspensions are of short duration and readmission may require a meeting between the parents and the administration.
NOTE:
Students who get suspended are responsible to get all of their assignments for the day they are out of school. All work is DUE on the day the student returns to school unless arrangements are made with HS staff. Any tests missed will be made-up on the day the student returns to school unless arrangements are made with HS staff. Failure to get assignments and/or have assignments completed (upon return to school) may result in the student receiving zeros for the work.
POLICY 506: Student Discipline
This is a shortened version of the unabridged policy which may be found on the school's website under School District Policy 500 Series.

POLICIES, PROCEDURES AND PROGRAMS

BULLYING

The school district is committed to providing a safe and respectful learning environment for all students. Acts of bullying, in any form, by either an individual student or a group of students, is prohibited on school property or at school related functions.
POLICY: 514 Bullying Prohibition Policy.
This is a shortened version of the unabridged policy which may be found on the school's website under School District Policies.

BUS INCIDENT REPORT PROCEDURE

1. The bus driver fills out the bus incident report and turns it into the appropriate school office at the end of the route, or the following morning.
2. The principal or superintendent follows policy outlined below.
3. Once the "disciplinary action taken by school" portion if filled out, the original is sent to parents/guardians, one copy is returned to the bus driver, and one copy is filed in the office for the remainder of the year.

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Part of the discipline policy regarding bus riding involves the number of reported offenses by the bus driver.
Procedures below pertain to ALL K-12 students:
First written report -discuss with student, report sent home
Second written report -discuss with student , parent is called, report sent home, bus riding privileges may be revoked for up to two (2) days
Third written report -discuss with student, parent is called, report sent home, bus riding privileges may be revoked for up to one (1) week, -conference before reinstatement with parent, student, superintendent, bus driver, bus supervisor
Fourth written report -bus riding privileges may be revoked for up to one (1) month, immediate conference with parent, superintendent, bus driver
Fifth written report -bus riding privileges revoked for remainder of year -parent/guardian must come before the school board, student may lose bus privileges for a minimum of two (2) months
** Severe Clause: In case of a severe disruption immediate suspension may be determined necessary. Incidents of this nature will be decided upon after consultation with the bus driver, bus supervisor, and principal or superintendent. Bus riding privileges will be suspended. A conference, involving the bus driver, bus supervisor, principal and/or superintendent, will determine whether bus riding privileges will be reinstated/suspended for the remainder of the school year.

HARASSMENT AND VIOLENCE

The policy of the school district is to maintain a learning and working environment that is free from harassment and violence on the basis of race, color, creed, religion, national origin, sex, age, and marital status, status with regard to public assistance, sexual orientation, or disability. POLICY 413: Harassment and Violence
This is a shortened version of the unabridged policy which may be found on the school's website under School District Policy 400 Series.

HAZING

This policy is to maintain a safe learning environment for students and staff that are free from hazing. Hazing activities of any type are prohibited at all times. No student, teacher, administrator, volunteer, contractor, or other employee of the school district shall plan, direct, encourage, aid, permit, condone, or engage in or tolerate hazing. This policy applies to behavior that occurs on or off school property and during and after school hours.

POLICY 526: Hazing Prohibition

This is a shortened version of the unabridged policy which may be found on the school's website under School District Policy 500 Series.

SEXUAL, RACIAL, RELIGIOUS HARASSMENT AND VIOLENCE POLICY

Everyone at Carlton Public Schools has a right to feel respected and safe. Consequently, we want you to know about our policy to prevent religious, racial or sexual harassment and violence of any kind.

Approved by School Board July 2022

A harasser may be a student or an adult. Harassment may include the following when related to race, color, national origin, creed, religion, sex, marital status, age, status with regard to public assistance, or disability:

1. Name calling, jokes or rumors
2. Pulling on clothing
3. Graffiti
4. Notes or cartoons
5. Unwelcome touching of a person or clothing
6. Offensive or graphic posters or book covers
7. Cyber Bullying

If any words or actions make you feel uncomfortable or fearful, you need to tell a teacher, counselor, the principal or the human rights officer, Mark Messman, Superintendent.

You may also make a written report. It should be given to a teacher, counselor, the principal or the human rights officer. Your right to privacy will be respected as much as possible. We take seriously all reports of religious, racial or sexual harassment or violence and will take all appropriate actions based on your report.

The school district will also act if anyone tries to intimidate you or act to harm you because you have reported. This is a summary of the school district policy against religious, racial and sexual harassment and violence. Complete policies are available on the school website.

RELIGIOUS, RACIAL AND SEXUAL HARASSMENT, VIOLENCE AND DISCRIMINATION ARE AGAINST THE LAW.

Contact:

Human Rights Officer	**504 Coordinator**	**Title IV Coordinator**
Mark Messman	Mark Messman	Mark Messman
Superintendent	Superintendent	Superintendent

mmessman@carlton.k12.mn.us

WEAPONS POLICY

Possession of a firearm or other weapon on one's person, or in an area subject to one's control, on any school property (including transportation), or off school grounds at any school related activity may result in the immediate expulsion of the student. As per state statute, a school board may expel for a period of at least one year a pupil who is determined to have brought a firearm, or other weapon, to school; except that the board may modify this expulsion requirement for a pupil on a case by case basis.

Steps taken will be as follows:

Approved by School Board July 2022

- Confiscation of weapon with reasonable effort.
- Immediate notification of sheriff/police department, CALL 911.
- Immediate notification of superintendent of schools.
- Immediate notification of parent/guardian to pick up student.
- Review of federal law 504.

"Weapon" means any firearm (whether loaded or unloaded), any device or instrument which through its use is capable of

threatening or causing injury or great bodily harm. Examples shall include, but not limited to, guns (including pellet guns and look-alikes), knives, martial arts instruments, mace, explosive devices, ammunition, or any device or instrument designed as a weapon. A student, who finds a weapon on the way to school or in the school building and takes the weapon immediately to a school office, shall not be considered in possession of a weapon.

POLICY 501: SCHOOL WEAPONS POLICY

This is a shortened version of the unabridged policy which may be found on the school's website under School District Policy.

COMPUTER/INTERNET USE

See Internet Computer Use Regulations

EXTRACURRICULARS

Please See Extracurricular Handbook for Penalties and Recommendations Related to Activities and Participation

PHYSICAL EXAMINATION AND PARENT'S PERMISSION – Any student who intends to participate in high school interscholastic athletics must have on file in the school a record of a physical examination performed by a physician within the previous three years. A health questionnaire shall be completed annually and could indicate the need for a physical examination prior to participation. The signature of the parent or guardian approving participation is required.

ENROLLMENT, ATTENDANCE, AND REQUIRED SUBJECT LOAD – a student must be registered; attending classes regularly, and be enrolled in the required number of credits. In order to practice or play in a game, student must be in attendance for ½ of school day. (Exceptions to be cleared by high school principal.)

NOTE: This is only a partial listing of the ISD #93 extracurricular eligibility policy. For details regarding amateurism, all-star teams, camps and clinics, transfers, etc. contact the athletic director.

DIGITAL INITIATIVE PROGRAM

The goal of the digital initiative program at Carlton Public Schools is to facilitate a student-centered initiative to aid in student creativity, engagement and enhanced student learning for all

students. The ability to use, manipulate and work with technology has become increasingly important for 21st century learners. Increased access to technology tools allows students of all backgrounds equal access to information, digital tools and enhanced communication. One of these technology tools is a Chromebook. Access to these laptops will empower students to reach their full potential and prepare them for the future.

Learning occurs through continuous, ever changing interaction among students, educators and the community at large. Teaching and learning with technology promotes technology integration to enhance and extend educational opportunities.

Procedures and information can be found in its entirety on our district policy page. The policy applies to all internet enabled devices used at Carlton Public Schools, including other touch-screen and computer devices considered by the administration.

INTERNET/COMPUTER USE REGULATIONS

Rights and responsibilities

Internet access is a privilege offered each academic year to the staff and students of Carlton Public Schools. On a global network, it is impossible to effectively control the content of data. The district will employ appropriate means available to attempt to limit access to inappropriate or offensive material. The school board believes that the benefits to students from access to internet information resources and opportunities for collaboration exceed the disadvantages. Parents and guardians of minors are responsible for setting and conveying the standards that their children should follow when using media and information sources. Parents or guardians must sign the acceptable use of technology agreement for their child/children to access the internet.

Individual users of the district computer networks are responsible for their behavior and communications over those networks. General school rules for behavior and communications shall apply to all students. The network is provided for students to conduct research. Access to network services will be provided to students who agree to act in a considerate and responsible manner.

Ethical Use Expectations

- Use of Carlton Public School's internet access is limited to educational purposes such as research, professional development, instruction and collaborative educational projects.
- Users will protect individual accounts by keeping passwords secure, not using another person's account and reporting any security problems to a teacher, principal, supervisor or other appropriate authority.

- Carlton Public Schools is not responsible for unauthorized financial obligations resulting from staff or student users of the district or internet access accounts.
- Carlton Public School's internet access or accounts for unauthorized commercial use and/or financial gain of the user is prohibited.

Users storing information on district hard drives or servers do so at their own risk.
Users will respect the legal protection provided by copyright, trademark, licensors and other laws to programs, data and documents.
Approved by School Board July 2022
All users will use Carlton Public School's services and facilities in a manner that does not interfere with or disrupt other network users, services or equipment. Such prohibited interference or disruption includes, but is not limited to:

- Propagation of computer viruses or worms.
- Use of the network to make unauthorized entry into other computational, information or communication devices or resources. This includes unauthorized security probing activities or other attempts of evaluating the security integrity of a network or host system.

Vandalism and harassment will not be tolerated. This is defined as any intentional attempt to harm, modify, or destroy data of another user or other networks that are connected to the Carlton Public School's network. This includes, but is not limited to, the uploading or creating of computer viruses, cyber bullying. Harassment is defined as the persistent annoyance of another user, or the interference in any way of another user's work.
Carlton Public School's computer system may not be used for illegal or criminal purposes.
Obstructing other users' work by consuming excessively large amounts of system resources (disk space, CPU time) or by deliberately crashing the machine(s) will not be tolerated and is subject to discipline.
Users will not:

- Attempt to gain unauthorized access to the district's system or any other system through the computer system
- Attempt to log in through another person's account, or use computer accounts, access codes
- Network identification other than those assigned to the user

If a user inadvertently accesses unacceptable materials or an unacceptable internet site; the user shall immediately disclose the inadvertent access to an appropriate district official. This disclosure may serve as a defense against an allegation that the user has intentionally violated this regulation.

Limited expectation of Privacy

By authorizing use of the Carlton Public School's system, the district does not relinquish control over materials on the system or contained in files on the system. Users should expect only limited privacy in the contents of personal files on the district system. Routine maintenance and monitoring of the district's computer system may lead to a discovery that a user has violated a policy or the law.
The telecommunication network is owned and operated by Carlton Public Schools for the expressed use of staff and students in education related activities. The district retains the right to monitor activity of users consistent with the law.
Data maintained on Carlton Public School's system may be subject to review, disclosure or discovery under Minnesota Statutes, Chapter 13 (Minnesota Government Data Practices Act).
Parents have the right to request to review the contents of their child's files.

Web Publishing

Students should not be easily identifiable from materials they might publish on the internet. Only the student's first name will be used in published student work.
Pictures that are a part of student publishing should not include identifying information and under no circumstances will the student's home address or telephone number be included.
If student-identifying information is required, a parent-signed release form will be kept on file for two years.
All students' web pages will be posted under the district home page for that student's school.
The sponsoring staff member will review all student web pages prior to authorizing publication, to assure compliance with this regulation.

Internet Use Agreement

The purpose of the internet, and educational value to be gained from proper internet use, is the joint responsibility of students, parents and employees of Carlton Public Schools. The Internet Use Agreement form must be read and signed by district employees and returned to the high school office. The district will require your child/children to have your permission to use the internet. The form must then be filed at the high school office.

Limitation of School District Liability

Use of Carlton Public School's computer system is at the user's own risk. The system is provided on an "as is, as available" basis. The district will not be responsible for any damage users may suffer, including, but not limited to, loss, damage or unavailability of data stored on the district's tapes, hard drives or servers. The district is not responsible for the accuracy or quality of any device or information obtained through or stored on the district's computer system. The district will not be responsible for financial obligations arising through the unauthorized use of the district's system or internet. The district does not promise that any particular level or method of access will be given or continued and retains the authority to qualify, limit or terminate any or all internet and computer use. The district network is a private network used as an educational tool by Carlton Public School employees and students. The network is monitored electronically.

Violations of Policy

Any student violation of the above may constitute a 30-school day suspension from internet access. A second student violation may remove the student from any type of computer use for the remainder of the school year. Adult violations will be referred to the administration for disciplinary action. Any student violation that involves misuse of a computer (non-internet violation) may involve a day of in-school suspension. A second violation may remove the student from any type of computer use for 30 school days. A third violation may remove the student from any type of computer use for the remainder of the school year.

POLICY 524: ACCEPTABLE USE OF TECHNOLOGY RESOURCES & THE INTERNET This is a shortened version of the unabridged policy which may be found on the school's website under School District Policy 500 Series.

PSEO TEXTBOOKS

All post-secondary enrollment option students are to return all textbooks from classes taken at Lake Superior College or Fond du Lac Tribal and Community College to the guidance office as soon as class is completed. The books are the property of Carlton High School. You are responsible for these textbooks.

SCHOOL ACTIVITIES

All classes, clubs or organizations are to submit their requests for class parties, dances, or other class sponsored events to the principal, and an advisor during the first month of school or as soon as possible. Requests should include date, time, and details or even, facilities or transportation needed and faculty consent to chaperone events.

All school organizations must have advisors and they, or substitute faculty chaperones, will be present at organization events. It will be the responsibility of the advisors to get substitute chaperones if they are unable to attend the function of their group.

It will be the responsibility of the organization's president to acquire two additional faculty chaperones when there is only a single advisor assigned to the organization.

TOBACCO, ALCOHOL OR DRUGS

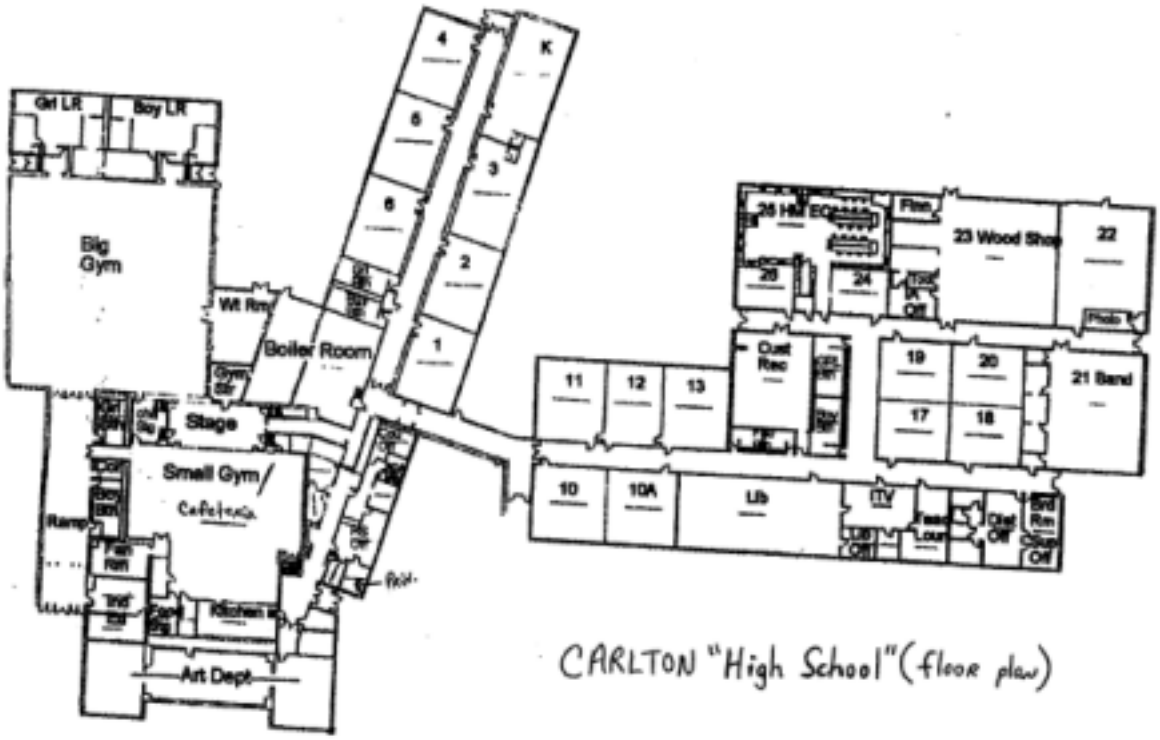
The school prohibits students from using or having in possession on school grounds tobacco, alcohol or drugs. Any Carlton student who violates the above regulations will be subject to the school's discipline policy and referral to the proper authorities. Carlton High School is a tobacco free high school. Everyone is prohibited from smoking on Carlton Public School's properties. **This includes vaping**.

CLUBS AND ACTIVITIES

Math Team
Basketball – boys & girls
Cross Country Running – boys & girls
Knowledge Bowl
Football
Student Council
Volleyball
School Play
Swimming
Tennis – girls
National Honor Society
ROBOTICS
Hockey – boys & girls
Soccer – boys & girls
Alpine & Nordic Ski
Softball – girls
PEER Helpers
Baseball – boys
Golf
Band
Yearbook
Track – boys & girls

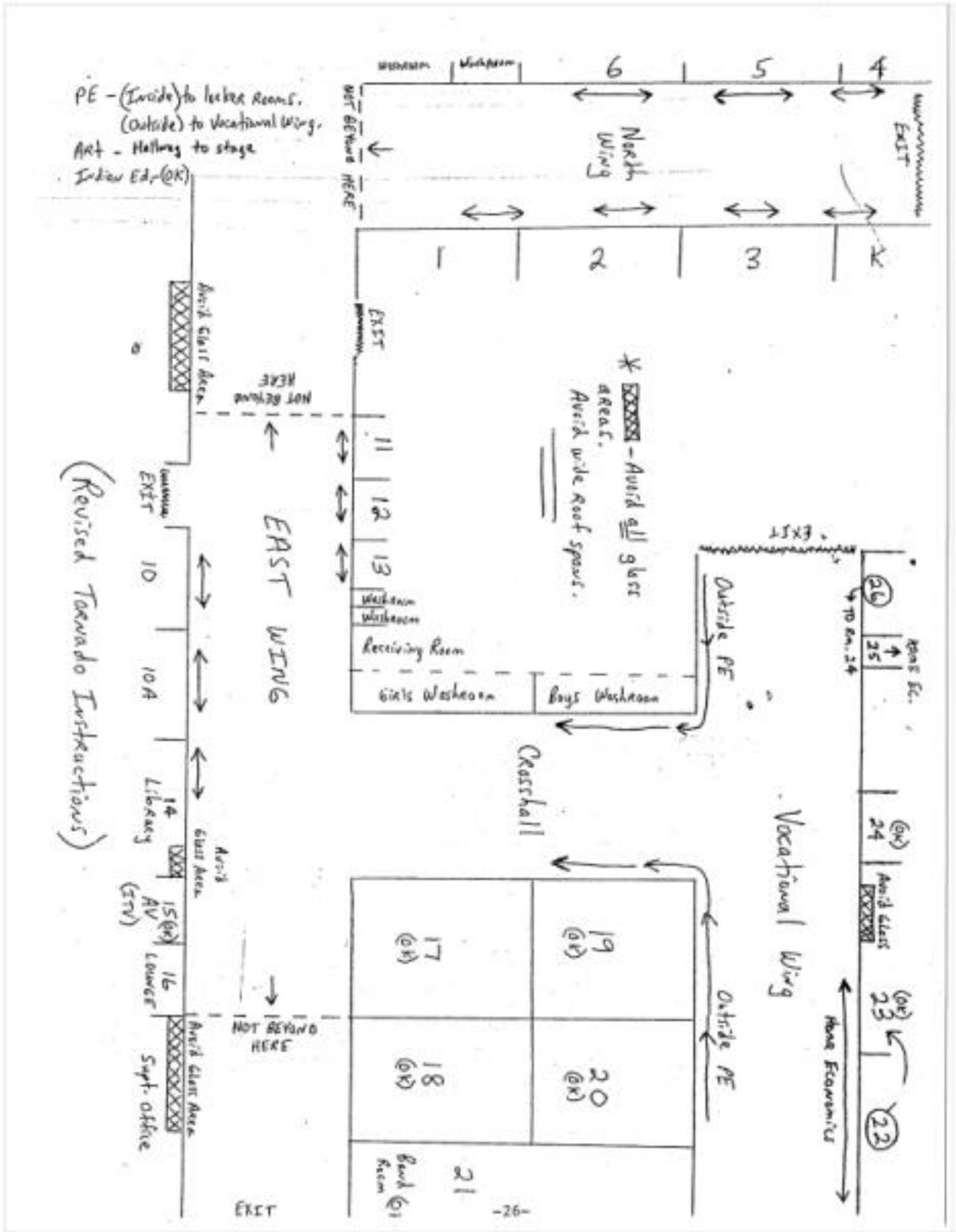
SCHOOL SONG

Oh, here we are, the gang and all,
To cheer our team to victory.
Come on and yell with all you might,
to show your high school loyalty, Rah, Rah.
For Carlton High we sing this song,
To help our team keep fighting strong,
Come on let's go and let them know,
That we're from Carlton High!
Blue and White – Fight! Fight!
Fight with all your fame!
Blue and White – Fight! Fight!
Come on let's win this game!
Yeah team, yea team! Fight! Fight! Fight!



CARLTON "High School" (floor plan)

TORNADO INFORMATION: In the event of a tornado, these are the designated areas for students.



The Pupil Fair Dismissal Act

Pupil Suspension, Exclusion and Expulsion Revised 2024

Updating to Current Revision found on MASSP

121A.40 Citation

Minnesota Statutes Sections 121A.40 to 121A.56 may be cited as "The Pupil Fair Dismissal Act." ***121A.41 Definitions***

Subdivision 1. **Applicability.** As used in sections 121A.40 to 121A.56, the terms defined in this section shall have the meanings assigned them.

Sub. 2. **Dismissal**. "Dismissal" means the denial of the current educational program to any pupil, including exclusion, expulsion, and suspension. It does not include removal from class.

Sub. 3. **District**. "District" means any school district.

Sub. 4. **Exclusion**. "Exclusion" means an action taken by the school board to prevent enrollment or reenrollment of a pupil for a period that shall not extend beyond the school year.

Sub. 5. **Expulsion**. "Expulsion" means a school board action to prohibit an enrolled pupil from further attendance for up to 12 months from the date the pupil is expelled.

Sub. 6. **Parent**. "Parent" means (a) one of the pupil's parents, (b) in the case of divorce or legal separation, the parent or parents with physical custody of the pupil, including a noncustodial parent with legal custody who has provided the district with a current address and telephone number, or (c) a legally appointed guardian. In the case of a pupil with a disability under the age of 18, parent may include a district-appointed surrogate parent.

Sub. 7. **Pupil**. "Pupil" means any student:

(1) without a disability under 21 years of age; or

(2) with a disability under 21 years old who has not received a regular high school diploma or for a child with a disability who becomes 21 years old during the school year but has not received a regular high school diploma, until the end of that school year; and

(3) who remains eligible to attend a public elementary or secondary school.

(b) A "student with a disability" or a "pupil with a disability" has the same meaning as a "child with a disability" under section 125A.02.

Sub. 8. **School**. "School" means any school defined in section 120A.05, subdivisions 9, 11, 13, and 17. Sub. 9. **School board**. "School board" means the governing body of any school district.

Sub. 10. **Suspension**. "Suspension" means an action by the school administration, under rules promulgated by the school board, prohibiting a pupil from attending school for a period of no more than ten school days. If a suspension is longer than five days, the suspending administrator must provide the superintendent with a reason for the longer suspension. This definition does not apply to dismissal from school for one school day or less, except as provided in federal law for a student with a disability. Each suspension action may include a readmission plan. The readmission plan shall include, where appropriate, a provision for implementing alternative educational services upon readmission and may not be used to extend the current suspension. Consistent with section 125A.091, subdivision 5, the

Approved by School Board July 2022

readmission plan must not obligate a parent to provide a sympathomimetic medication for the parent's child as a condition of readmission. The school administration may not impose consecutive suspensions against the same pupil for the same course of conduct, or incident of misconduct, except where the pupil will create an immediate and substantial danger to self or to surrounding persons or property, or where the district is in the process of initiating an expulsion, in which case the school administration may extend the suspension to a total of 15 school days.

Sub. 11. **Alternative educational services**. "Alternative educational services" may include, but are not limited to, special tutoring, modified curriculum, modified instruction, other modifications or adaptations, instruction through electronic media, special education services as indicated by appropriate assessment, homebound instruction, supervised homework, or enrollment in another district or in an alternative learning center under section 123A.05 selected to allow the pupil to progress toward meeting graduation standards under section 120B.02 although in a different setting.

121A.42 Policy

No public school shall deny due process or equal protection of the law to any public-school pupil involved in a dismissal proceeding which may result in suspension, exclusion, or expulsion.

121A.43 Exclusion and expulsion of pupils with a disability

(a) Consistent with federal law governing days of removal and section 121A.46, school personnel may suspend a child with a disability. When a child with a disability has been suspended for more than five consecutive school days or 10 cumulative school days in the same school year, and that suspension does not involve a recommendation for expulsion or exclusion or other change of placement under federal law, relevant members of the child's individualized education program team, including at least one of the child's teachers, shall meet and determine the extent to which the child needs services in order to continue to

participate in the general education curriculum, although in another setting, and to progress toward meeting the goals in the child's individualized education program. That meeting must occur as soon as possible, but no more than 10 days after the sixth consecutive day of suspension or the tenth cumulative day of suspension has elapsed.
(b) A dismissal for one school day or less is a day or a partial day of suspension if the child with the disability does not receive regular or special education instruction during that dismissal period. The notice requirements under section 121A.46 do not apply to a dismissal of one day or less. (c) A child with a disability shall be provided alternative educational services to the extent a suspension exceeds five consecutive school days.
(d) Before initiating an expulsion or exclusion under sections 121A.40 to 121A.56, the district, relevant members of the child's individualized education program team, and the child's parent shall, consistent with federal law, determine whether the child's behavior was caused by or had a direct and substantial
relationship to the child's disability and whether the child's conduct was a direct result of a failure to implement the child's individualized education program. When a child with a disability who has an individualized education, program is excluded or expelled under sections 121A.40 to 121A.56 for misbehavior that is not a manifestation of the child's disability, the district shall continue to provide special education and related services during the expulsion or exclusion.

121A.44 Expulsion for possession of firearm

(a) Notwithstanding the time limitation in section 121A.41, subdivision 5, a school board must expel for a period of at least one year a pupil who is determined to have brought a firearm to school except the board may modify this expulsion requirement for a pupil on a case-by-case basis. For the purposes of this section, firearm is as defined in United States Code, title 18, section 921.
(b) Notwithstanding chapter 13, a student's expulsion or withdrawal or transfer from a school after an expulsion action is initiated against the student for a weapons violation under paragraph (a) may be disclosed by the school district initiating the expulsion proceeding. Unless the information is otherwise public, the disclosure may be made only to another school district in connection with the possible admission of the student to the other district.
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121A.45 Grounds for dismissal

Subdivision 1. **Provision of alternative programs.** No school shall dismiss any pupil without attempting to provide alternative educational services before dismissal proceedings, except where it appears that the pupil will create an immediate and substantial danger to self or to surrounding persons or property.
Sub. 2. **Grounds for Dismissal.** A pupil may be dismissed on any of the following grounds: (a) willful violation of any reasonable school board regulation. Such regulation must be clear and definite to provide notice to pupils that they must conform their conduct to its requirements; (b) willful conduct that significantly disrupts the rights of others to an education, or the ability of school personnel to perform their duties, or school sponsored extracurricular activities; or (c) willful conduct that endangers the pupil or other pupils, or surrounding persons, including school district employees, or property of the school.
Sub. 3. **Parent Notification and Meeting.** If a pupil's total days of removal from school exceeds 10 cumulative days in a school year, the school district shall make reasonable attempts to convene a meeting with the pupil and the pupil's parent or guardian prior to subsequently removing the pupil from school, and with the permission of the parent or guardian, arrange for a mental health screening for the pupil. The district is not required to pay for the mental health screening. The purpose of this meeting is to attempt to determine the pupil's need for assessment or other services or whether the parent or guardian should have the pupil assessed or diagnosed to determine whether the pupil needs treatment for a mental health disorder.

121A.46 Suspension procedures

Subdivision 1. **Informal administrative conference before suspension.** The school administration shall not suspend a pupil from school without an informal administrative conference with the pupil. The informal administrative conference shall take place before the suspension, except where it appears that the pupil will create an immediate and substantial danger to self or to surrounding persons or property, in which case the conference shall take place as soon as practicable following the suspension.
Sub. 2. **Administrator notifies pupil of grounds for suspension.** At the informal administrative conference, a school administrator shall notify the pupil of the grounds for the suspension, provide an explanation of the evidence the authorities have, and the pupil may present the pupil's version of the facts.
Sub. 3. **Written notice of grounds for suspension.** A written notice containing the grounds for suspension, a brief statement of the facts, a description of the testimony, a readmission plan, and a copy of sections 121A.40 to 121A.56, shall be personally served upon the pupil at or before the time the suspension is to take effect, and upon the pupil's parent or guardian by mail within 48 hours of the conference. The district shall make reasonable efforts to notify the parents of the suspension by telephone as soon as possible following suspension. In the event a pupil is suspended without an informal administrative conference on the grounds that the pupil will create an immediate and substantial danger to surrounding persons or property, the written notice shall be served upon the pupil and the pupil's parent or guardian within 48 hours of the suspension. Service by mail is complete upon mailing.
Sub. 4. **Suspension pending expulsion or exclusion.** Notwithstanding the provisions of subdivisions 1 and 3, the pupil may be

suspended pending the school board's decision in the expulsion or exclusion hearing; provided that alternative educational services are implemented to the extent that suspension exceeds five days.

121A.47 Exclusion and expulsion procedures

Subdivision 1. **Requiring a hearing; pupil may waive hearing.** No exclusion or expulsion shall be imposed without a hearing, unless the right to a hearing is waived in writing by the pupil and parent or guardian. The action shall be initiated by the school board or its agent.

Approved by School Board July 2022

Sub. 2. **Written notice.** Written notice of intent to act shall:

(a) be served upon the pupil and the pupil's parent or guardian personally or by mail; (b) contain a complete statement of the facts, a list of the witnesses and a description of their testimony; (c) state the date, time, and place of the hearing;

(d) be accompanied by a copy of sections 121A.40 to 121A.56;

(e) describe alternative educational services accorded the pupil in an attempt to avoid the expulsion proceedings; and

(f) inform the pupil and parent or guardian of the right to:

(1) have a representative of the pupil's own choosing, including legal counsel, at the hearing. The district shall advise the pupil's parent or guardian that free or low-cost legal assistance may be available and that a legal assistance resource list is available from the department of education; 1 The list may be found electronically at http://education.state.mn.us.

(2) examine the pupil's records before the hearing;

(3) present evidence; and

(4) confront and cross-examine witnesses.

Sub. 3. **Hearing schedule.** The hearing shall be scheduled within ten days of the service of the written notice unless an extension, not to exceed five days, is requested for good cause by the school board, pupil, parent or guardian.

Subd. 4. **Convenient time and place of hearing.** The hearing shall be at a time and place reasonably convenient to pupil, parent or guardian.

Subd. 5. **Closed or open hearing.** The hearing shall be closed unless the pupil, parent or guardian requests an open hearing.

Subd. 6. **Impartial hearer.** The hearing shall take place before:

(1) an independent hearing officer;

(2) a member of the school board;

(3) a committee of the school board; or

(4) the full school board;

as determined by the school board. The hearing shall be conducted in a fair and impartial manner.

Subd. 7. **Creating hearing record.** The school board shall record the hearing proceedings at district expense, and a party may obtain a transcript at its own expense. Testimony shall be given under oath. The hearing officer or a member of the school board shall have the power to issue subpoenas and administer oaths.

Subd. 8. **Access to pupil's records.** At a reasonable time prior to the hearing, the pupil, parent or guardian, or representative, shall be given access to all public-school system records pertaining to the pupil, including any tests or reports upon which the proposed action may be based.

Subd. 9. **Pupil's right to compel testimony.** The pupil, parent or guardian, or representative, shall have the right to compel the attendance of any official employee or agent of the public-school system or any public employee or any other person who may have evidence upon which the proposed action may be based, and to confront and to cross-examine any witness testifying for the public-school system.

Subd. 10. **Pupil's right to present evidence and testimony.** The pupil, parent or guardian, or representative, shall have the right to present evidence and testimony, including expert psychological or educational testimony.

Subd. 11. **Pupil not compelled to testify.** The pupil cannot be compelled to testify in the dismissal proceedings.

Subd. 12. **Hearer's recommendation limited to evidence at hearing; service within two days.** The recommendation of the hearing officer or school board member or committee shall be based solely upon

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substantial evidence presented at the hearing and must be made to the school board and served upon the parties within two days of the end of the hearing.

Subd. 13. **Basis of school board decision; opportunity for comment.** The school board shall base its decision upon the recommendation of the hearing officer or school board member or committee and shall render its decision at a meeting held within five days after receiving the recommendation. The school board may provide the parties with the opportunity to present exceptions and comments to the hearing officer's recommendations provided that neither party presents any evidence not admitted at the hearing. The decision by the school board must be based on the record, must be in writing, and must state the controlling facts on which the decision is made in sufficient detail to apprise the parties and the commissioner of education of the basis and reason for the decision.

Subd. 14. **Admission or readmission plan.**
(a) A school administrator shall prepare and enforce an admission or readmission plan for any pupil who is excluded or expelled from school. The plan may include measures to improve the pupil's behavior, including completing a character education program, consistent with section 120B.225, Sub. 1, and require parental involvement in the admission or readmission process, and may indicate the consequences to the pupil of not improving the pupil's behavior.
(b) The definition of suspension under Minnesota Statute Section 121A.41, subdivision 10, does not apply to a student's dismissal from school for one school day or less, except as provided under federal law for a student with a disability. Each suspension action may include a readmission plan. A readmission plan must provide, where appropriate, alternative educational services, which must not be used to extend the student's current suspension period. Consistent with Minnesota Statute Section 125A.091, subdivision 5, a readmission plan must not obligate a parent or guardian to provide psychotropic drugs to their student as a condition of the administration of a psychotropic drug or to consent to a psychiatric evaluation, screening, or examination of the student as a ground, by itself, to prohibit the student from attending class or participating in a school-related activity, or as a basis of a charge of child abuse, child neglect or medical or education neglect. **Effective Date.** This section is effective the day following final enactment.

121A.48 Good faith exception

A violation of the technical provisions of the Pupil Fair Dismissal Act, made in good faith, is not a defense to a disciplinary procedure under the act unless the pupil can demonstrate actual prejudice as a result of the violation.

121A.49 Appeal

A party to an exclusion or expulsion decision made under sections 121A.40 to 121A.56 may appeal the decision to the commissioner of education within 21 calendar days of school board action. Upon being served with a notice of appeal, the district shall provide the commissioner and the parent or guardian with a complete copy of the hearing record within five days of its receipt of the notice of appeal. All written submissions by the appellant must be submitted and served on the respondent within ten days of its actual receipt of the transcript. All written submissions by the respondent must be submitted and served on the appellant within ten days of its actual receipt of the written submissions of the appellant. The decision of the school board must be implemented during the appeal to the commissioner. In an appeal under this section, the commissioner may affirm the decision of the agency, may remand the decision for additional findings, or may reverse or modify the decision if the substantial rights of the petitioners have been prejudiced because the administrative findings, inferences, conclusions, or decisions are:
(1) in violation of constitutional provisions;
(2) in excess of the statutory authority or jurisdiction of the school district;
(3) made upon unlawful procedure, except as provided in section 121A.48;
(4) affected by other error of law;
(5) unsupported by substantial evidence in view of the entire record submitted; or (6) arbitrary or capricious.
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The commissioner or the commissioner's representative shall make a final decision based upon the record. The commissioner shall issue a decision within 30 calendar days of receiving the entire record and the parties' written submission on appeal. The commissioner's decision shall be final and binding upon the parties after the time for appeal expires under section 121A.50.

121A.50 Judicial review

The decision of the commissioner of education made under sections 121A.40 to 121A.56 is subject to judicial review under sections 14.63 to 14.69. The decision of the commissioner is stayed pending an appeal under this section.

121A.51 Reports to service agency

The school board shall report any action taken pursuant to sections 121A.40 to 121A.56 to the appropriate public service agency, when the pupil is under the supervision of such agency.

121A.52 Nonapplication of compulsory attendance law

The provisions of section 120A.22, subdivision 5, shall not apply to any pupil during a dismissal pursuant to sections 121A.40 to 121A.56.

121A.53 Report to the commissioner of education

Subdivision 1. **Exclusions and expulsions.** The school board must report through the department electronic reporting system each exclusion or expulsion within 30 days of the effective date of the action to the commissioner of education. This report must include a statement of alternative educational services given the pupil and the reason for, the effective date, and the duration of the exclusion or expulsion. The report must also include the student's age, grade, gender, race and special education status.
Subd. 2. **Report.** The school board must include state student identification numbers of affected pupils on all dismissal reports required by the department. The department must report annually to the commissioner summary data on the number of dismissals by age, grade, gender, race, and special education status of the affected pupils. All dismissal reports must be submitted through the department electronic reporting system.

121A.54 Notice of right to be reinstated

Whenever a pupil fails to return to school within ten school days of the termination of dismissal, a school administrator shall inform the pupil and the pupil's parents by mail of the pupil's right to attend and to be reinstated in the public school.

121A.55 Policies to be established

(a) The commissioner of education shall promulgate guidelines to assist each school board. Each school board shall establish uniform criteria for dismissal and adopt written policies and rules to effectuate the purposes of sections 121A.40 to 121A.56. The policies shall emphasize preventing dismissals through early detection of problems and shall be designed to address students' inappropriate behavior from recurring. The policies shall recognize the continuing responsibility of the school for the education of the pupil during the dismissal period. The alternative educational services, if the pupil wishes to take advantage of them, must be adequate to allow the pupil to make progress towards meeting the graduation standards adopted under section 120B.02 and help prepare the pupil for readmission. (b) An area learning center under section 123A.05 may not prohibit an expelled or excluded pupil from enrolling solely because a district expelled or excluded the pupil. The board of the area learning center may use the provisions of the Pupil Fair Dismissal Act to exclude a pupil or to require an admission plan.

Approved by School Board July 2022

(c) Each school district shall develop a policy and report it to the commissioner on the appropriate use of peace officers and crisis teams to remove students who have individualized education plans from school grounds.

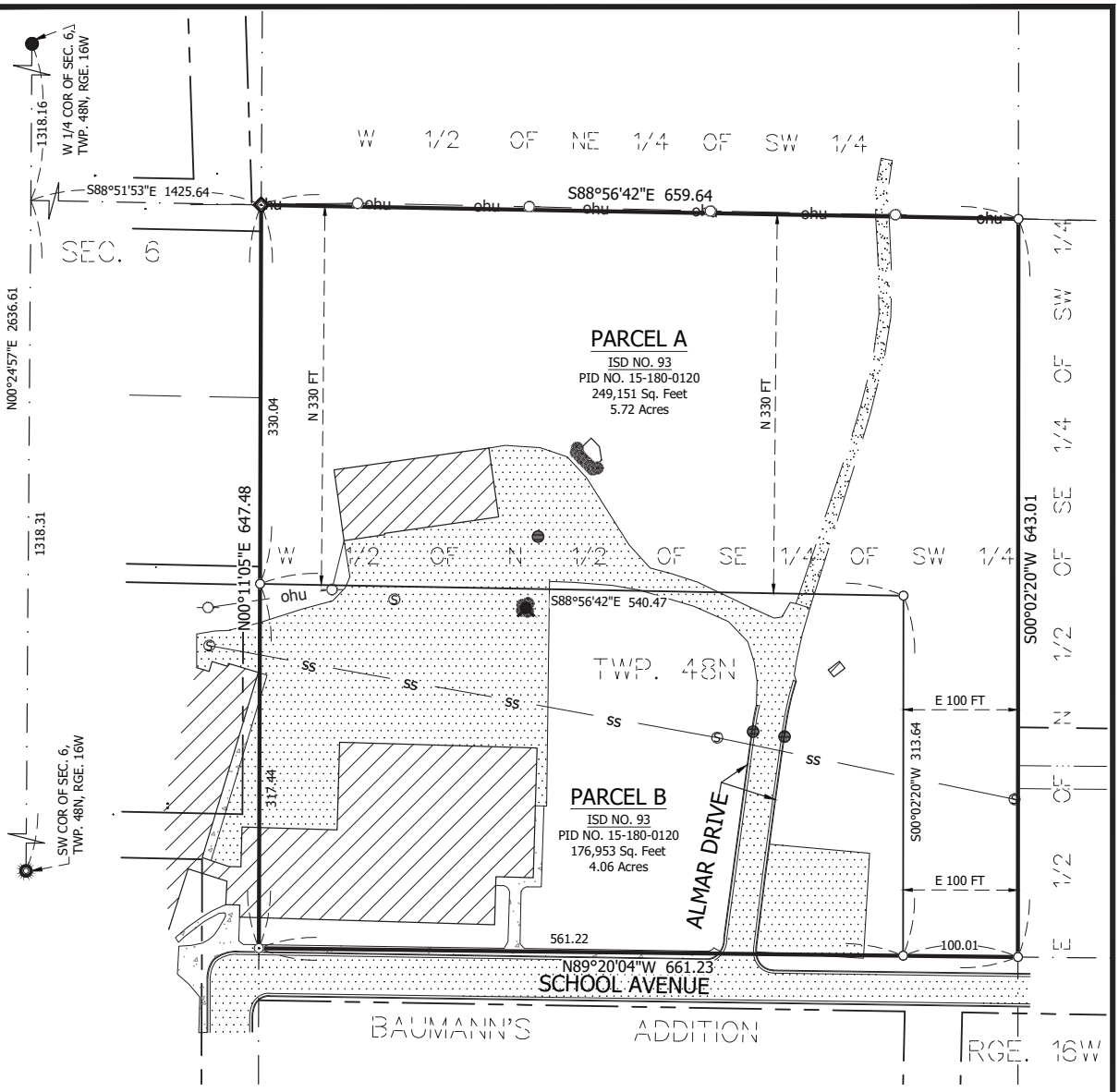
121A.56 Application

Subdivision 1. **Prohibition against discrimination remains in effect.** Sections 121A.40 to 121A.56 shall not be deemed to amend or otherwise affect or change section 363.03, subdivision 5, clause (2).

Subd. 2. **Portions of school program for credit.** Sections 121A.40 to 121A.56 shall apply only to those portions of the school program for which credit is granted.

Published by:
Minnesota Association of Secondary School Principals
1667 Snelling Avenue North, Suite C-100, St. Paul, MN 55108-2131 , 651-999-7333, **August 2024**

Nothing included, or excluded, in this Handbook shall supersede or override MN State Law



LEGEND

- CONCRETE SURFACE
- BITUMINOUS SURFACE
- GRAVEL SURFACE
- EXISTING BUILDINGS
- SANITARY MANHOLE
- CATCH BASIN
- FOUND REBAR
- CONCRETE CURB & GUTTER
- ohu — OVERHEAD UTILITIES
- ss — SANITARY SEWER
- SECTION SUBDIVISION LINE
- PLAT DIVISION LINE
- RIGHT OF WAY LINE
- EXISTING EASEMENT LINE
- BOUNDARY LINE AS SURVEYED
- ADJACENT PARCEL LINE
- HYDRANT
- POST/BOLLARD
- FOUND CAPPED REBAR
- SET MAG NAIL
- SET CAPPED REBAR RLS. NO. 49505
- UTILITY POLE
- FOUND IRON PIPE

SURVEYOR'S NOTES

1. THIS SURVEY HAS BEEN PREPARED WITHOUT BENEFIT OF A TITLE COMMITMENT OR TITLE OPINION. A TITLE SEARCH FOR RECORDED OR UNRECORDED EASEMENTS WHICH MAY BENEFIT OR ENCUMBER THIS PROPERTY HAS NOT BEEN COMPLETED BY ALTA LAND SURVEY COMPANY. THE SURVEYOR ASSUMES NO RESPONSIBILITY FOR SHOWING THE LOCATION OF RECORDED OR UNRECORDED EASEMENTS OR OTHER ENCUMBRANCES NOT PROVIDED TO THE SURVEYOR AS OF THE DATE OF THE SURVEY.
2. BEARINGS ARE BASED ON THE CARLTON COUNTY COORDINATE SYSTEM. (NAD 83 2011)
3. THIS IS NOT A BOUNDARY SURVEY.

PARENT LEGAL DESCRIPTION PER TAX STATEMENT

The West Half of the North Half of the Southeast Quarter of the Southwest Quarter of Section 6, Township 48 North, Range 16 West of the Fourth Principal Meridian,Carlton County, Minnesota.

LEGAL DESCRIPTION FOR PARCEL A

The North 330 feet and the East 100 feet lying South of the North 330 feet of the West Half of the North Half of the Southeast Quarter of the Southwest Quarter of Section 6, Township 48 North, Range 16 West of the Fourth Principal Meridian,Carlton County, Minnesota.
Said parcel contains 249,151 Sq. Feet or 5.72 Acres.

LEGAL DESCRIPTION FOR PARCEL B

The West Half of the North Half of the Southeast Quarter of the Southwest Quarter of Section 6, Township 48 North, Range 16 West of the Fourth Principal Meridian,Carlton County, Minnesota. EXCEPT: the North 330 feet and the East 100 feet lying South of the North 330 feet thereof.
Said parcel contains 176,953 Sq. Feet or 4.06 Acres.

0 100
SCALE IN FEET

I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

David R. Evanson
DATE:07-29-2025 MN License #49505

CERTIFICATE OF SURVEY

CLIENT:CITY OF CARLTON | REVISIONS:
ADDRESS:SCHOOL AVE
DATE:07-29-2025 JOB NO:25-200 SHEET 1 OF 1

ALTA LAND SURVEY COMPANY
PHONE: 218-727-5211
LICENSED IN MN & WI
WWW. ALTALANDSURVEYDULUTH.COM

NORTHSPAN

Northspan Group, Inc.
202 West Superior Street, Suite 600
Duluth, MN 55802
Phone: 218.481.7737

Copies to: ☐ Accounts Payable (original)
☐ Client
☐ Other

Contract: ☒ Original
☐ Supplemental/Amendment

Contract #: CD2025-06

CONTRACT FOR SERVICES

Between
Carlton School District (hereafter Client) and
The Northspan Group, Incorporated (hereafter Northspan)

405 School Avenue - PO Box 310	**Carlton, MN 55718-0310**	**(218) 384-4225**
Street Address	City, State, Zip	Telephone Number
Contact Person(s) **Client:**	**Laura Nilsen, School Board Chair**	**lnilsen@carlton.k12.mn.us**
Northspan:	**Elissa Hansen, President & CEO**	**ehansen@northspan.org**

I. Description of Services/Products to be provided (attach detailed scope of service if necessary):

- **See proposal attached**

II. Terms of Contract

Due to fluctuating costs, the proposed investment total is valid for 60 days from the contract date. If not signed within this period, a new total will be provided to reflect current costs. To secure the proposed total, please sign the contract promptly.

This Agreement will become effective on August 4, 2025 when executed in full by authorized representatives of the Contractor and Northspan and will remain in effect until June 30, 2028.

III. Compensation and Terms of Payment:

A. Cost of Services: $20,590

B. Terms of Payment:

The Contractor hereby agrees to pay Northspan up to the above-stated cost upon submission of invoices for services performed. Invoices will be submitted according to the following schedule:

- Monthly invoicing for work performed and direct project expenses.

IV. Other Provisions (attach additional page if necessary):

- N/A

In witness whereof, the parties have hereunto set their hands and each warrants that he/she is empowered and authorized to execute this AGREEMENT and accept Terms and Conditions A through H on the reverse side of AGREEMENT.



Authorized Client Representative	Date	Elissa Hansen, Northspan President & CEO	08/01/2025 Date

TERMS AND CONDITIONS

A. QUALIFICATIONS.

Northspan represents that it is qualified and willing to perform the services set forth herein.

B. AMENDMENTS.

Any alterations, variations, modifications, or waivers of terms of this Agreement shall be binding upon the Contractor and Northspan only upon being reduced to writing signed by a duly authorized representative of the Contractor and of Northspan.

C. ASSIGNMENT.

Northspan represents that it will utilize only its personnel in the performance of the services set forth herein, and further agrees that it will neither assign, transfer, or subcontract any rights or obligations under this Agreement without prior written consent of the Contractor.

D. DATA AND COPYRIGHT.

1. The Contractor agrees that it will make available all pertinent information, data, and records under its control for Northspan to use in the performance of this Agreement, or to assist Northspan wherever possible to obtain such records, data and information.

2. All reports, data, information, and documentation, and material given to or prepared by Northspan pursuant to this Agreement will be confidential and will not be released by Northspan during the Contract period without prior authorization from the Contractor.

3. No reports, maps, data, commentaries, or other documentation produced in whole or in part under this Agreement will be the subject of an application for copyright by or on behalf of Northspan or Northspan agents or employees.

E. COMPLIANCES.

Northspan agrees to abide by and assures that no person in the United States shall on the grounds of sex, age, race, or religion be excluded from participating in, be denied the benefits of, or be otherwise subject to discrimination in connection with the operations of this Contract.

F. FINANCIAL RECORDS.

Northspan agrees that it will establish and keep for a period of three (3) years following the receipt of payment from the final invoice for services performed hereunder such financial records as will fully disclose the amount and disposition of the funds received pursuant to this Contract.

G. TERMINATION.

1. If either party shall fail to fulfill its obligations hereunder, or shall violate any terms of this Contract, the other party shall have the right to terminate this Contract by giving written notice to the defaulting party at least fourteen (14) days prior to termination. Such written notice shall specify the nature of the default.

2. In the event of the termination of this Contract prior to normal completion, all finished or unfinished documents, data, studies, surveys, drawings, maps, photographs, and reports prepared by Northspan in carrying out the work tasks hereunder shall become the property of the Contractor. Northspan shall be entitled to receive from Contractor the reasonable value of such materials. In addition, Contractor shall pay Northspan for the services actually and satisfactorily performed by Northspan hereunder up to the time of termination, less any payments previously made to Northspan under this Contract.

H. INFORMATION.

Contractor agrees that all information provided to Northspan will be true and correct to the best of Contractor's knowledge. Northspan is not liable for its use or dissemination of false or erroneous information, data or other materials provided by the Contractor.

NORTHSPAN

COMMUNITY BUSINESS ORGANIZATIONAL DEVELOPMENT

CARLTON SCHOOL DISTRICT

Coordination of DEI Professional Development Training Proposal

July 22, 2025

PREPARED FOR:

Contact Person: Gracie Evans & Laura Nilsen

Email: gevans@carlton.k12.mn.us

operations.director@carlton.k12.mn.us

PREPARED BY:

Elissa Hansen, President & CEO

202 W. Superior Street, Suite 600 | Duluth, MN 55802

O: 218.481.7737

ehansen@northspan.org

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Contact Person: Gracie Evans & Laura Nilsen
Email: gevans@carlton.k12.mn.us, operations.director@carlton.k12.mn.us

July 21, 2025

Re: Carlton School District DEI Training Proposal

Dear Gracie and Laura,

Northspan is pleased to submit this proposal in response to your request for professional development training for Carlton School District staff focused on diversity, equity, and inclusion (DEI). We are excited about the opportunity to support your efforts by providing a data-informed approach to guide and enhance this important initiative.

Our team brings extensive experience in survey design and analysis, program development, and DEI resource navigation. We've successfully led similar efforts through our Inclusion Learning Cohorts across four counties in Northeast Minnesota including Carlton, Itasca, Koochiching, and Cook. For this engagement, Consultants Amber Lewis and Stefanie Sjelin will co-lead the project, with support from myself and additional team members as needed to ensure a thorough and timely delivery.

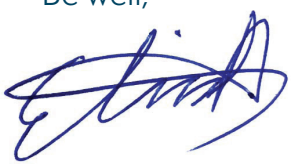
We propose a structured process that includes:

- A comprehensive staff survey and analysis
- A detailed report with actionable recommendations for educators and programming
- Optional ongoing coordination and feedback gathering through Spring 2028

The project is scheduled to begin on August 1, 2025, with the final survey report delivered by September 15, 2025.

We would welcome the opportunity to further discuss and refine our approach to best align with your goals. Thank you for considering our proposal, and we look forward to the possibility of working together.

Be well,



Elissa Hansen
President & CEO

OVERVIEW

Northspan is a private, nonprofit consulting firm based in Duluth, Minnesota. Since 1985, we've been dedicated to driving economic and community development across the Upper Midwest. Our mission is simple yet powerful: we're expert navigators, transforming ideas into accomplishments.

We work closely with businesses, communities, and organizations to help them grow, adapt, and thrive. Whether it's strategic planning, community engagement, business development, workforce solutions, or regional programming like our DAWN initiative, we bring a thoughtful, inclusive, and strategic approach to every project.

Our values of inclusivity, trustworthiness, stewardship, adaptability, and diligence guide everything we do. We're proud to be a trusted partner in building stronger, more resilient communities.

BRIEF HISTORY

Northspan was founded in 1985, during a time of deep economic uncertainty in northeast Minnesota, marked by high unemployment and a shrinking tax base. In response, our founders established Northspan as a private, nonprofit, fee-for-service consulting group to deliver professional economic development services across the Upper Midwest. The name "Northspan" was chosen to reflect our broad regional mission and our commitment to nimble, mission-driven work.

From the beginning, we built a team of professionals with diverse expertise, unconstrained by geography or discipline. Over the past four decades, we've quietly served as a behind-the-scenes force for economic development, helping shape regional partnerships, support local initiatives, and bring fresh perspectives to complex challenges. Today, we continue to evolve, staying true to our roots while embracing new opportunities to serve communities with integrity, innovation, and collaboration.

OUR VISION Engage & Elevate

OUR MISSION We are expert navigators, turning ideas into accomplishments through consult-

OUR CORE VALUES

We foster respect through intentional engagement of stakeholders and seek common solutions to challenges.

ADAPTABLE: We have a broad range of expertise which enables us to seize new opportunities and tailor our offerings.

DILIGENT: We deliver excellent service and clear results.

TRUSTWORTHY: We earn loyalty by operating ethically, reliably, confidentially, and with integrity.

INCLUSIVE: We facilitate intentional engagement and seek common solutions to challenges.

STEWARDS: We carefully manage the resources entrusted to us and focus on long-term well-being.

NORTHSPAN BY THE NUMBERS

75+ YEARS COMBINED EXPERIENCE

75+ CLIENTS SERVED IN 2024

10 TALENTED TEAM MEMBERS

OUR EXPERTISE

Northspan proudly delivers premier economic development consulting services, fostering connections, building capacity, and facilitating access to capital for clients throughout the Upper Midwest. Our expertise lies in forging strong relationships, streamlining processes, facilitating impactful conversations, and sparking innovative insights and actions. We are dedicated to driving meaningful change and empowering communities to thrive.

FORM CONNECTIONS

We strengthen communities, attract and retain businesses, and enhance quality of life by:

- Coordinating and facilitating critical conversations
- Engaging communities through groups, interviews, and surveys
- Providing strategic support and filling capacity gaps
- Creating strategies for diversification, change, and sustainable growth
- Analyzing opportunities and challenges
- Developing policy recommendations and processes for change

BUILD CAPACITY

We enhance the effectiveness of boards, councils, committees, and collaborations by:

- Coordinating strategic planning processes
- Providing technical assistance for growth and development
- Building inclusive leadership skills through training
- Offering meeting management and planning services
- Facilitating economic adjustment and crisis response initiatives
- Conducting economic impact analyses

ACCESS CAPITAL

We collaborate with public and private partners to help you secure resources for transition, expansion, and economic growth. We offer:

- Hands-on support for entrepreneurs navigating funding options
- Design, administration, and underwriting of community loan funds
- Structuring and facilitating project financing
- Expertise in packaging loan and grant applications
- Accredited business valuation and succession planning
- Project feasibility studies

OUR DEVELOPMENT PHILOSOPHY: ENGAGING AND ELEVATING SINCE 1985

With over 40 years in community and economic development, we are known for creating tailored strategies for each engagement. We build long-term partnerships with communities and organizations, often working behind the scenes to enhance the capacity of those providing essential services. Trust is fundamental to our work, and we uphold high standards of professionalism.

Our extensive network includes state and local governments, private companies, philanthropic organizations, nonprofits, and community leaders. Successful community engagement requires buy-in from a diverse network, and we strive for this in every project. Our ten-person team provides research and administrative support, streamlining processes and offering cost-effective services. Our professionalism, responsiveness, and fresh energy ensure quick progress and client satisfaction.



FLEXIBLE AND INCLUSIVE ENGAGEMENT STRATEGIES

Northspan's approach emphasizes inclusive participation and respect, adapting our processes to these principles. Facilitators listen to all perspectives and encourage participation from everyone. Our flexible facilitation adapts to client needs, attendees, and new developments. We incorporate non-traditional methods, including arts and active engagement, to reach communities in new ways and inspire a renewed vision for their future. These processes enhance public life, create strong communities, and foster economic growth.

Northspan's facilitation is based on the Institute of Cultural Affairs-USA Technology of Participation (ToP) methods, transforming how groups think, talk, and work together. We immerse ourselves in communities to understand their challenges and opportunities, identify potential changes, and pilot ideas. We collaborate with communities to bring these ideas to life, understanding their dynamics through observation and data analysis.

We build partnerships and collaborations to foster trust, changing perspectives and inviting long-range thinking. We test new ideas, gather input, and engage all community members. By listening, observing, and engaging, we make the best recommendations to elevate growth, recovery, and change.



ELEVATING DIVERSE VOICES AND PERSPECTIVES

Northspan embraces a holistic vision of community and economic development, understanding how partners can collaborate to best serve their communities. We navigate the broader development ecosystem, helping organizations find their unique niches and avoid service duplication.

We diligently research and understand the internal politics and histories of the communities and organizations we serve, breaking down historical divides and building new connections. Our experience in both public and private sectors equip us to handle tough conversations around organizational and community change.

We prioritize not only recognizing attendees at community meetings but also actively encouraging participation from underrepresented groups. We conduct direct outreach, meeting community members where they are to build bridges based on common interests and goals. Our expansive view of diversity spans age, race, faith, gender, and sexual orientation.

Well-connected with state and local governments, private companies, philanthropic organizations, nonprofits, and community leaders, we ensure successful community engagement through broad buy-in from diverse networks. We strive for comprehensive connection in every engagement process.



OUR CORE METHODS

Focused Conversations facilitate meaningful communication by:

- Providing a structure for clear dialogue and reflection
- Delving deeply into topics
- Encouraging diverse perspectives
- Creating shared awareness

Consensus Workshops lead to group decisions that respect diverse perspectives, create joint resolve, and inspire action by:

- Engaging all group members
- Organizing ideas and decisions
- Revealing consensus in large groups
- Building effective team partnerships
- Creating shared agreement

Action Planning (when appropriate) is a short-term planning approach for events or projects with group agreement by:

- Visualizing the completed task
- Analyzing the current situation
- Focusing the group's commitment
- Establishing clear accountability
- Developing a coordinated action timeline
- Creating commitment to action

PROPOSED METHODOLOGY AND TIMELINE

Northspan is a resource of knowledge for DEI resources and educators and provides expert data collection and analysis, program coordination, and facilitation in supporting cultural fluency and advancing inclusion and belonging in Northeast Minnesota. Our team is well-versed in the challenges faced in designing programming to fit a wide range of individual needs and learning styles. We recognize the importance of deeply understanding staff readiness and experience with various DEI related training and topics to best meet current professional development needs for the Carlton School District.

Our experience working with diverse communities as well as a wide variety of DEI related consultants, nonprofits, and businesses across the region has equipped us to approach this work with cultural competence, a grounding in research based best practices, and a commitment to inclusive stakeholder engagement, ensuring that our recommendations are both actionable and aligned with the values and goals of Carlton School District.

GOAL

The goal of this proposal is to design and implement a multi-year DEI training and engagement initiative for Carlton School District staff. This initiative will begin with a comprehensive staff survey and analysis to assess current knowledge levels and perceptions, followed by tailored training and educator coordination, with feedback and analysis throughout. The project will support the district's goals of increasing cultural awareness, reducing disparities, and fostering an inclusive learning environment.

RECOMMENDED APPROACH

To meet the objectives outlined by Carlton School District, we propose a phased, multi-year approach that includes a DEI readiness survey, stakeholder-informed training design, and ongoing educator coordination. The project will begin on August 1, 2025, with a final survey report delivered by September 15, 2025. Training and engagement activities will continue through Spring 2028.

FULLY COORDINATED APPROACH
YEAR 1

1. Engagement Kickoff Meeting Objectives

Northspan will collaborate with district leadership to finalize the engagement design and identify key participants. We will:

- Confirm and clarify project goals and deliverables
- Establish a schedule for regular coordination check-ins

2. Survey Design and Analysis

Timeline: August - September 2025

We will conduct a baseline assessment of staff DEI knowledge and needs by:

Designing and distributing a staff-wide survey:

This survey will assess current understanding, attitudes, and experiences related to diversity, equity, and inclusion among Carlton School District staff.

Analyzing results to identify trends, gaps, and training needs:

We will use both quantitative and qualitative methods to uncover patterns in responses, highlighting areas of strength and opportunities for growth.

Virtually delivering a final report with actionable insights:

The report will include a summary of findings, suggested training pathways, and strategic recommendations.

3. Training Design & Recommendations

Timeline: September 2025 - May 2026

Based on survey results, we will:

Develop educator recommendations

Based on our deep knowledge of DEI trainers across the region, the proposed training content will be customized to meet staff where they are, ensuring relevance and engagement across varying levels of cultural fluency. We suggest training opportunities on select Fridays (non-instructional days) to avoid in-service conflicts.

Suggest a variety of engagement options (e.g., workshops, community events, readings, online courses, reflective activities, DEI "bingo cards" with reflection components)

A flexible menu of learning opportunities will encourage voluntary participation and allow staff to engage in ways that resonate with their learning styles. These tools will gamify participation with built-in reflection to deepen understanding and accountability.

Coordinate with DEI educators

We will prioritize working with facilitators who bring both professional expertise and cultural authenticity, ensuring respectful and impactful learning experiences.

FULLY COORDINATED APPROACH
YEAR 2 & 3

Ongoing Coordination & Evaluation

Timeline: June 2026 - May 2027 and June 2027 - May 2028

To ensure long-term impact, we will:

Support educator coordination and feedback gathering

- Designing and distributing a staff-wide survey to gather feedback
- Analyzing results to identify trends, gaps, and training needs
- Delivering an update report with actionable insights

Adjust training recommendations annually based on feedback and evolving needs

- Each year's educator recommendations will be refined to reflect staff input, emerging best practices, and shifting district priorities.
- Coordinate with DEI educators

SURVEY ONLY APPROACH

This approach begins with an Engagement Kickoff Meeting to confirm and clarify project goals and deliverables. It is followed by the design and distribution of a staff-wide survey to gather input across the organization. The collected data is then analyzed to identify key trends, gaps, and training needs. A final report is delivered virtually, offering actionable insights. Ongoing support includes gathering feedback to ensure continuous improvement and alignment with project objectives in years 2 and 3.

RELEVANT EXPERIENCE

Northspan brings extensive experience in analyzing and coordinating programming such as the Northeast Minnesota Inclusion Learning Cohorts and the Rural Minnesota Community Safety Project. Our team has led numerous evaluations that assess stakeholder and community needs, helping identify strengths, address challenges, and uncover opportunities for growth. We have worked with a variety of groups and organizations across the Upper Midwest, tailoring our approach to reflect each organization's unique mission, community context, and stakeholder needs. Our proven methodology combines data analysis, stakeholder engagement, and strategic insight to deliver clear, actionable recommendations that drive meaningful impact.

WILDERNESS HEALTH LISTENING SESSIONS & ACTION PLANNING | 2024

Challenge: Wilderness Health—a collaborative of independent healthcare providers in northeast Minnesota and northwest Wisconsin—sought facilitation support for five community listening sessions focused on improving mental and behavioral health care. Sessions were held in Silver Bay, Ely, Virginia, Hibbing, and Cohasset, with the goal of engaging community members in identifying barriers and solutions to care.

Role: Wilderness Health partnered with Northspan Group, Inc., a regional consulting organization, and Nelle Rhicard of ReFrame Ideas, a graphic recorder. Northspan facilitated the sessions and synthesized findings, while Rhicard visually captured key themes and personal stories. Using the ORID (Observe, Reflect, Interpret, Decide) method, participants shared experiences and proposed solutions, which were grouped into common themes to inform regional strategies.

Results: The sessions resulted in eight community-driven strategies for improving mental and behavioral health care:

1. Improve Fair & Equitable Access
2. Develop Community-Based Support Networks
3. Recruit & Retain Workforce
4. Advance Integrated Health System Changes
5. Increase Acceptance & Reduce Stigma
6. Empower Care Support Through Education
7. Enhance Early Detection
8. Implement Trauma-Informed Intake Processes

Northspan then facilitated an action planning workshop with Wilderness Health staff to prioritize and implement these strategies.

https://wildernesshealthmn.org/initiatives/mental-and-behavioral-health-care-navigation/

https://wildernesshealthmn.org/wp-content/uploads/2025/04/Community-Listening-Session-Report-Final-3.7.25.pdf

Reference: Zomi Bloom, Wilderness Health Program Manager, zomi.bloom@wildernesshealthmn.org

CLOQUET AREA RURAL COMMUNITY SAFETY PROJECT
SAFE TOGETHER | 2023–2025

Challenge: In recent years, rural communities across the United States have experienced rising tensions and threats of violence related to culture, political affiliation, religion, and sexual orientation. These challenges, compounded by limited access to resources and historical trauma, have created a pressing need for proactive, community-centered approaches to safety. In the Cloquet area, including within neighboring tribal lands of the Fond du Lac Band of Lake Superior Chippewa, these challenges have intersected with broader community concerns such as school-based incidents, mental health, and addiction crises. Underlying many of these issues are deeper fractures in trust, belonging, and safety. Recognizing this, international humanitarian organization Nonviolent Peaceforce (NP), Northspan and additional partners asked a critical question: What does safety mean here, and how can we build it together?

Role: NP with support from the Bush Foundation contracted Northspan to launch the Rural Minnesota Community Safety Project in Cloquet. This initiative was built on the foundation of a previous Inclusion Learning Cohort and began with a community-wide safety survey to identify local tensions and concerns. Northspan led community outreach, surveying, project coordination, and local engagement efforts. Evaluation partners, Voices for Rural Resilience (VfRR) & The Department of Public Transformation (DoPT), supported community sensing through a series of story circles and reporting.

The project featured a full-day Safe Together Workshop at the Cloquet Forestry Center led by educators from Nonviolent Peaceforce. It included:
- A cultural welcome and closing by Ojibwe Elder Ricky DeFoe (Fond du Lac Band of Lake Superior Chippewa).
- Interactive sessions on de-escalation, upstander intervention, and the situational awareness.
- Scenario-based learning and reflection
- Inclusive meals and ASL interpretation to ensure accessibility

Participants were engaged throughout the project and helped guide the work. This included reflection sessions and Accelerated Action Planning (a facilitated planning method to invite cooperation in determining steps for successful project completion) facilitated by Northspan. The final engagement opportunity included a virtual Threat Assessment and Early Warning/Early Response (EWER) training, with NP educators guiding participants in learning how to identify and respond to potential threats using community-based tools.

The project culminated in the creation of a gamified final report by VfRR & DoPT —Safe Together: A Quest for Rural Community Safety—which serves as both a reflection and a guidebook for other communities.

Results: The Rural MN Community Safety Project in Cloquet has become a model for rural safety rooted in the power of relationships among community members. Key outcomes include:
- 100 survey responses identifying top safety concerns and community needs
- A full-day workshop including community members from diverse backgrounds and lived experiences
- Hands-on training in nonviolent conflict intervention, including the Window of Tolerance, OODA Loop, and the CLARA model.
- A creative, community-centered guidebook that reimagines safety as a shared journey

Community participants now have:
- Tools to center themselves and de-escalate tense situations
- A deeper understanding of how to be upstanders rather than bystanders
- A distinction between immediate de-escalation and long-term conflict resolution
- A tool to identify threats and create a plan for effective response

Northspan and Nonviolent Peaceforce's approach, rooted in humility and consideration for the full participation of participants with various aspects of diversity, has proven especially effective in rural contexts. It has shown that safety is not enforced; it is cultivated through relationships, care, and shared responsibility.

References: Anna Zaros, Nonviolent Peaceforce, Director of Advancement, azaros@nonviolentpeaceforce.org, 612-871-0005, Mary Beck, Community Memorial Hospital, Safety Coordinator, mbeck@cmhmn.org, 218-878-7672, and Debra Topping, Fond du Lac Band of Lake Superior Chippewa Community Member, Dontforget013085@gmail.com, 218-721-2748

CLOQUET AREA INCLUSION LEARNING COHORT
BUILDING A WELCOMING COMMUNITY | 2022–2023

Challenge: The Cloquet area, like many rural communities in Northeast Minnesota, faces challenges related to inclusion, belonging, and equitable access. Community members expressed a desire to better understand the experiences of historically marginalized populations and to build stronger, more inclusive relationships across differences. With limited local capacity and resources, the need for a structured, community-centered approach to inclusion became clear.

Role: Northspan, through its Welcoming Community programming, launched the Cloquet Area Inclusion Learning Cohort (ILC) in 2022. The initiative began with an Inclusion Readiness Assessment to establish a baseline understanding of community dynamics. Over the course of seven months, Northspan facilitated monthly workshops at the Cloquet Public Library, each designed around themes identified in the assessment and refined through community input.

Workshops featured local, regional, and national educators and focused on experiential learning, intercultural fluency, constructive dialogue, and community visioning. Topics included understanding implicit bias, sharing local histories, youth perspectives, and inclusive leadership. The workshops emphasized relationship-building, reflection, and action planning.

Results: The Cloquet ILC fostered deep community engagement and learning. Participants explored their own identities and community roles, built new relationships across generations and sectors, and developed a shared vision for a more inclusive Cloquet. Highlights included:

- Experiential learning activities such as the ABC's Constructive Dialogue, cultural storytelling, and youth-led panels.
- Cultural ceremonies like traditional smudging and Ojibwe teachings, grounding the cohort in local Indigenous perspectives and including local educators from the Fond du Lac Band of Lake Superior Chippewa.
- Collaborative action planning, resulting in two community-driven project proposals. Progress was made in forming the Inclusive Garden Group with a goal to create a community-wide gardening and agricultural project to connect across local cultures.
- Increased leadership capacity, with new voices—especially youth and nontraditional leaders—emerging as advocates for inclusion.

One participant reflected, "It was so encouraging to hear how each of us wanted what is best for our community—to live in harmony with one another—working, playing, learning together. Helping each other, making sure our neighbor is OK—no matter what differences we may have with that person."

The Cloquet ILC is part of a broader regional effort to host Inclusion Learning Cohorts in every county of Northeast Minnesota. With these efforts Northspan continues to build momentum toward a more welcoming region.

References: Victoria M.L. McMillen, Anishinaabekwe, Culture Bearer & Community Advocate, Mvmcmillen@gmail.com, 218-491-0893
Michelle Kilroy, Local Educator, Kilroymom@hotmail.com, 218-591-3588
Doreene Etongue Mayer, Cloquet Community Member, dodolangason@gmail.com

COOK COUNTY AREA INCLUSION LEARNING COHORT BUILDING A WELCOMING COMMUNITY | 2022–2023

Challenge: Cook County, located in the far northeastern corner of Minnesota, is a rural region with a rich cultural heritage and a growing awareness of the need for greater inclusion and belonging. Community members expressed a desire to better understand the diverse histories and lived experiences of their neighbors, particularly Indigenous communities, and to build stronger relationships across difference. With limited local capacity, the community needed a structured, locally grounded approach to support greater intercultural understanding and connection across differences.

Role: Northspan, through its Welcoming Community programming, launched the Cook County Area Inclusion Learning Cohort (ILC) in October 2022. The cohort met monthly at the Cook County Higher Education building in Grand Marais with one session hosted on the neighboring land of the Grand Portage Band of Lake Superior Chippewa. The participants engaged in a seven-month series of experiential workshops, which led to the completed Community Inclusion Project, 6 months later. Each session was designed around themes identified in the Inclusion Readiness Assessment and refined through community input.

Workshops featured local, regional, and national educators and focused on topics such as constructive dialogue, implicit bias, Indigenous history, and allyship. A highlight of the series was the Blanket Exercise; a powerful participatory experience providing a deeper understanding of the history and impacts of colonization. This experience was so impactful that the cohort organized a public event in January 2024 to share it with the broader community for their Community Inclusion Project.

The Blanket Exercise Experience, Community Discussion, & Shared Meal Coming to Grand Marais | North Shore Journal | Two Harbors, Silver Bay & Lake Superior

Results: The Cook County ILC created a space for honest dialogue, cultural learning, and community visioning. Participants explored their own identities and histories, built new relationships, and developed a shared understanding of what it means to be a welcoming community. Key outcomes included:

- Experiential learning through activities like the Blanket Exercise, storytelling, and ABCs of Constructive Dialogue practice.
- Deep engagement with Indigenous perspectives, including local authors and educators from Grand Portage.
- Collaborative action planning resulted in a community-driven project proposal which came to fruition with funding provided as part of the ILC.
- Public outreach, including a community-wide Blanket Exercise event that extended the cohort's impact beyond its members.

The Cook County ILC is part of Northspan's broader goal to host Inclusion Learning Cohorts in every county of Northeast Minnesota. With these efforts, Northspan continues to build momentum toward a more welcoming region.

References: Mary Harrelson, Grand Portage Minnesota band member, pax2@starpoint.net, 507-829-9372
Dr. Nina McCune, Dean, Belonging and Student Engagement at Walden University, dr.nina.mccune@gmail.com
Levi Libra, Grand Portage Band of Lake Superior Chippewa Community Member, levi.libra@gmail.com, 651-245-9686



AMBER LEWIS: LEAD CONSULTANT

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https://www.linkedin.com/in/amberlewis/

Amber Lewis coordinates the Welcoming Community program focused on finding ways to bring community solutions to challenges while bringing people together across differences. Her work involves fostering a more welcoming community in northeast MN and supporting talent retention and community engagement in the region through facilitating community conversations, learning opportunities, and community projects centered on belonging and inclusivity. She joined Northspan in 2021 on a two-year fellowship with Lead for America and has a master's degree in conflict analysis and resolution from George Mason University.

RELEVANT CREDENTIALS, EXPERIENCE, AND EXPERTISE:

- In August of 2021-August of 2023, Amber completed her two-year fellowship service in which she was tasked with identifying and implementing initiatives and partnerships to launch Welcoming Community programming serving seven counties and six tribal nations in northeast Minnesota. Amber focused on identifying key community challenges and conflicts through relationship building, intentional conversations, and outreach to underrepresented community members in northeast Minnesota. She was Instrumental in forming a 30+ member northeast Minnesota Welcoming Community Advisory Committee with over 50% representation from members of underrepresented community groups

- Over a year-long period, Amber coordinated two Inclusion Learning Cohorts in rural communities of northeast Minnesota. The cohorts were focused on bringing community members together across difference to build relationships, learn inclusive community practices, and address a challenge in the community

- Other key initiatives organized as part of the Welcoming Community programming included the establishment and hosting of regular meetings of the Duluth Lyceum in partnership with the national Lyceum Movement and assisting in the coordination of 80 free Intercultural Development Inventory assessments to rural community leaders.

- Amber assisted the development and execution of the 1st Annual Virtual Northeast Minnesota Equity Summit, with over 200 participants, and was the lead coordinator for the 2nd Annual Equity Summit, Belonging in Northeast Minnesota(in-person), with 120 participants and 24 presenters.

- Before joining Northspan, Amber completed her master's degree in Conflict Analysis and Resolution from the Jimmy Carter School for Peace and Conflict Resolution. As a student and post-graduation, she was a participant in planning and facilitating a series of dialogues concerning controversial nomenclature and monuments for the City of Fairfax, VA. She effectively collaborated with city staff, professors, and other volunteers resulting in successful dialogue sessions and improved understanding of best practices for future Fairfax dialogue sessions.

- In 2015, Amber served as Augsburg's Environmental Stewardship Fellow. She was a key partner with Augsburg's Environmental Stewardship Committee and served a supervisory role as an advisor to four undergraduate students involved in the Environmental Student Leaders Action Network (ESLAN) in creating and implementing projects and events related to campus and community sustainability.

- Amber was a founding member of the Utah Valley University Interfaith Student Council. She effectively participated in the drafting, planning, and hosting of various workshops and lectures aimed at resolving religious based conflicts and successfully participated in and assisted in the facilitation of dialogues between those of different faiths using conflict resolution principles.

- Amber is currently serving the second year of a two-year term as a member of the FUSE Leadership Council
- Amber participated in the 2023 cohort for the Minnesota Young American Leaders Program
- Amber is currently completing training to serve as a volunteer moderator for the non-profit Braver Angels



STEFANIE SJELIN: SUPPORT CONSULTANT

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https://www.linkedin.com/in/stefaniesjelin/

Stefanie joined the Northspan team in 2023 as an Associate Consultant and was promoted to Consultant in early 2025. Her role focuses on several areas, including strategic planning facilitation, community and stakeholder engagement, survey design, data analysis, and research. Along with an adaptable skillset and strategic mindset, Stefanie brings a sense of emotional intelligence and situational awareness to her work. She is dedicated to meeting individuals, groups, and organizations where they're at, bringing diverse perspectives together, and delivering quality results that maximize client's potential..

RELEVANT CREDENTIALS, EXPERIENCE, AND EXPERTISE:

- Extensive training in Technology of Participation facilitation methods through the Institute of Cultural Affairs in alignment with Northspan's preferred strategic planning method, with competencies and experience in facilitating focused conversations, consensus workshops, action planning, and implementation.
- Recent strategic planning clients include the Fond du Lac Band of Lake Superior Chippewa, Life House, Lake Superior Community Health Center, and the Minnesota Chippewa Tribe. Additional recent facilitation experience includes stakeholder engagement components of a financial feasibility study for the City of Becker and ongoing meeting facilitation for community groups, including the Mineland Vision Partnership and Minnesota Power's East Range and Itasca County Community Advisory Panels.
- Supports regional welcoming, belonging, and inclusion efforts through Northspan's DAWN (Driving Access to Wealth and Networks) programming, including drafting newsletters and email marketing campaigns, assisting with the coordination of Inclusion Learning Cohorts in rural communities, and collaborating with the international non-governmental organization Nonviolent Peaceforce to help launch the Rural Minnesota Community Safety Project in two pilot communities in northeastern Minnesota.
- Experienced in working with a broad range of groups and stakeholders, including nonprofit organizations, community foundations, local government entities, economic development authorities, community groups, Native Nations, youth, and socially and economically disadvantaged individuals.
- Displays effective written and verbal communication skills, as well as strong attention to detail in formatting, preparing, coordinating, proofreading, and copyediting reports and other professional documents while maintaining strict confidentiality standards.
- Obtained certification as a Social-Behavioral-Educational Researcher through the Collaborative Institutional Training Initiative, with a demonstrated ability to collect, interpret, and present qualitative and quantitative data.
- Graduated summa cum laude from The College of St. Scholastica in May 2023 with a Bachelor of Arts in Organizational Leadership and minors in psychology and human resources management. Focused coursework in areas including organizational development, industrial-organizational psychology, business ethics, communications, research methods, data analysis, and evidence-based decision-making.
- Recognized as a 2023 Student Employee of the Year finalist for outstanding performance and dedication to promoting equity and inclusion in a prior role with The College of St. Scholastica's Career Services department.



ELISSA HANSEN: SUPPORT

PRESIDENT & CEO

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Elissa Hansen leads Northspan with over 20 years of experience in business, community, organizational, and economic development across Minnesota and Wisconsin. She dedicates her time to creatively advancing others' capabilities. In her role at Northspan, Elissa engages with and elevates every client by facilitating tough conversations and driving organizations forward with action-oriented strategic methods. She fosters meaningful communication that respects diverse perspectives, creates joint resolve, and inspires individual and group action. Elissa grew up in central Minnesota and earned her undergraduate and master's degrees from Northern Arizona University. She has completed certification coursework with the Institute of Cultural Affairs - USA in the Technology of Participation. Elissa is a certified Economic Development Finance Professional with the National Development Council and a graduate of both the Leadership Duluth and Blandin Community Leadership programs. She has also been honored as one of the Duluth News Tribune's "20 under 40," celebrating professionals making a positive impact and working for change in the region.

RELEVANT CREDENTIALS, EXPERIENCE, AND EXPERTISE:

- Strategic Planning Facilitation: Elissa has facilitated strategic planning for various groups, including the Minnesota Chippewa Tribe, East Range Joint Powers Board, Great Lakes Aquarium, Arrowhead Economic Opportunity Agency (AEOA), City of Port Washington, WI, Arrowhead Library System, Wadena Development Authority, Chester Bowl Improvement Club, Hermantown EDA, Kanabec County EDA, Chisago County HRA-EDA, Generations Health Care Initiatives, and Mineland Vision Partnership.

- Community Engagement: Elissa has been directly involved in community engagement processes in numerous rural communities across northeast Minnesota and northwest Wisconsin. These communities often have passionate advocates but need assistance recognizing their assets, gathering ideas into a coherent plan, and following through to create genuine change. Elissa excels at creating space for communities to envision their future and connect to resources that will help them achieve their goals.

- Planning, Community Engagement, & Facilitation Services: Elissa has provided these services for various public, private, and nonprofit groups, including the City of Duluth Mayor's Housing Task Force, Minnesota Power's Low Income Solar Program, ItasCAP & East Range CAP (Community Advisory Panels), Arrowhead Regional Development Commission's Comprehensive Economic Development Strategy, Advancing a Healthy Wisconsin, and the Mille Lacs Corporate Venture's Tribal Economy Business Incubator initiative.

- Welcoming Community Program: Elissa led the development and launch of this program to increase the sense of belonging among underrepresented community members and build trust between people from different backgrounds in northeast Minnesota. The program brings together individuals from diverse backgrounds to explore intercultural differences and adapt to challenges. It aims to create long-term opportunities and eliminate systemic barriers for people facing significant disparities.

- Certified Facilitator: Elissa is certified by the Exit Planning Institute and has completed the Mastering the Technology of Participation (MToP) program, an intensive training in facilitation leadership from The Institute of Cultural Affairs in the USA.

- Economic Development Finance Professional (EDFP): Elissa has coursework in business credit analysis, real estate finance, and deal-structuring, with recertification in loan packaging, negotiating, problem-solving, and developing and financing affordable housing.

- Public Life Training: Elissa has training through the Knight Foundation's Intensive Study Tour & Training in Copenhagen, Denmark, and a master class with Gehl Architects on public life studies and engagement strategies focused on people-first design, master planning, and urban development frameworks.

- Duluth City Council: Elissa served as a City Councilor, Council President, and Council Finance Committee Chair from 2016 to 2018. During this time, she enhanced her knowledge of inclusion, equity, and diversity, creating a welcoming environment for all residents and setting a precedent for civil behavior. She worked with the community and councilors to update the City's Tools of Civility.

- Previous Experience: Elissa has experience in business management and development, marketing, economic development, and strategy development at Lake Superior Consulting, Buzz Frenzy, Steam Creative Consulting, Area Partnership for Economic Expansion (APEX), and the Brainerd Lakes Economic Development Corporation (BLAEDC).

INVESTMENT

Northspan bills for services on a cost reimbursement basis based upon the hourly rates of professional staff involved and any direct charges and travel associated with the work performed.

We propose a couple options included in the scope outlined below.

FULLY COORDINATED APPROACH

Year 1

Engagement Kickoff Meeting Objectives

$150.00	Confirm and clarify project goals and deliverables
$150.00	Establish a schedule for regular coordination check-ins

Survey Design and Analysis

$590.00	Designing and distributing a staff-wide survey
$1,180.00	Analyzing results to identify trends, gaps, and training needs
$885.00	Virtually delivering a final report with actionable insights

Training Design & Recommendations

$595.00	Develop educator recommendations
$455.00	Suggest a variety of engagement options
$930.00	Coordinate with DEI educators
$4,935.00	**Subtotal**
$255.00	Design & Printing
$2,000.00	Direct costs for educators in year 1
$2,255.00	**Subtotal**
$7,190.00	**Total**

Year 2 & 3

Ongoing Coordination & Evaluation

Support educator coordination and feedback gathering

$590.00	Designing and distributing a staff-wide survey to gather feedback
$745.00	Analyzing results to identify trends, gaps, and training needs
$740.00	Virtually delivering a final report with actionable insights

Adjust training recommendations annually based on feedback and evolving needs

$600.00	Each year's educator recommendations will be refined to reflect staff input, emerging best practices, and shifting district priorities.
$930.00	Coordinate with DEI educators
$3,605.00	**Subtotal**
$95.00	Design & Printing
$3,000.00	Direct costs for educators in year 2 & 3
$3,095.00	**Subtotal**
$6,700.00	**Total**

SURVEY ONLY APPROACH

Year 1

Engagement Kickoff Meeting Objectives

$150.00	Confirm and clarify project goals and deliverables

Survey Design and Analysis

$590.00	Designing and distributing a staff-wide survey
$1,180.00	Analyzing results to identify trends, gaps, and training needs
$885.00	Virtually delivering a final report with actionable insights
$2,805.00	**Subtotal**
$255.00	Design & Printing
$255.00	**Subtotal**
$3,060.00	**Total**

Year 2 & 3

Ongoing Evaluation

$590.00	Designing and distributing a staff-wide survey to gather feedback
$745.00	Analyzing results to identify trends, gaps, and training needs
$740.00	Virtually delivering a final report with actionable insights
$2,075.00	**Subtotal**
$95.00	Design & Printing
$95.00	**Subtotal**
$2,170.00	**Total**

NORTHSPAN

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Adopted:_____ MSBA/MASA Model Policy 532
Orig. 2003
Revised:_____ Rev. 2024

532 USE OF PEACE OFFICERS AND CRISIS TEAMS TO REMOVE STUDENTS WITH IEPs FROM SCHOOL GROUNDS

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

I. PURPOSE

The purpose of this policy is to describe the appropriate use of peace officers and crisis teams to remove, if necessary, a student with an individualized education program (IEP) from school grounds.

II. GENERAL STATEMENT OF POLICY

The school district is committed to promoting learning environments that are safe for all members of the school community. It further believes that students are the first priority and that they should be reasonably protected from physical or emotional harm at all school locations and during all school activities.

In general, all students, including those with IEPs, are subject to the terms of the school district's discipline policy. Building level administrators have the leadership responsibility to maintain a safe, secure, and orderly educational environment within which learning can occur. Corrective action to discipline a student and/or modify a student's behavior will be taken by staff when a student's behavior violates the school district's discipline policy.

If a student with an IEP engages in conduct which, in the judgment of school personnel, endangers or may endanger the health, safety, or property of the student, other students, staff members, or school property, that student may be removed from school grounds in accordance with this policy.

III. DEFINITIONS

For purposes of this policy, the following terms have the meaning given them in this section:

A. "Crisis team" means a group of persons, which may include teachers and non-teaching school personnel, selected by the building administrator in each school building who have received crisis intervention training and are responsible for becoming actively involved with resolving crises. The building administrator or designee shall serve as the leader of the crisis team.

B. "Emergency" means a situation where immediate intervention is needed to protect a child or other individual from physical injury.

C. "Peace officer" means an employee or an elected or appointed official of a political subdivision or law enforcement agency who is licensed by the Board of Peace Officer Standards and Training, charged with the prevention and detection of crime and the enforcement of general criminal laws of the state and who has the full power of arrest. The term "peace officer" includes a person who serves as a sheriff, a deputy sheriff, a police officer, or a state patrol trooper.

D. "Physical holding" means physical intervention intended to hold a child immobile or limit a child's movement, where body contact is the only source of physical restraint, and where immobilization is used to effectively gain control of a

child in order to protect a child or other individual from physical injury.

[NOTE: This definition is added to provide clarity for discussion of physical holds later in this policy and in light of recent Minnesota legislative action.]

E. The phrase "remove the student from school grounds" is the act of securing the person of a student with an IEP and escorting that student from the school building or school activity at which the student with an IEP is located.

F. "School Resource Officer" means a peace officer who is assigned to work in an elementary school, middle school, or secondary school during the regular instructional school day as one of the officer's regular responsibilities through the terms of a contract entered between the peace officer's employer and the designated school district or charter school.

[NOTE: The 2024 Minnesota legislature enacted this definition of "school resource officer." MSBA deleted the definition of "police liaison officer" as part of this change. School districts should use the term that reflects their local circumstances.]

G. "Student with an IEP" or "the student" means a student who is eligible to receive special education and related services pursuant to the terms of an IEP or an individual interagency intervention plan (IIIP).

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

IV. REMOVAL OF STUDENTS WITH IEPs FROM SCHOOL GROUNDS

A. Removal By Crisis Team

If the behavior of a student with an IEP escalates to the point where the student's behavior endangers or may endanger the health, safety, or property of the student, other students, staff members, or school property, the school building's crisis team may be summoned. The crisis team may attempt to de-escalate the student's behavior by means including, but not limited to, those described in the student's IEP and/or behavior intervention plan. When such measures fail, or when the crisis team determines that the student's behavior continues to endanger or may endanger the health, safety, or property of the student, other students, staff members, or school property, the crisis team may remove the student from school grounds.

If the student's behavior cannot be safely managed, school personnel may immediately request assistance from the school resource officer or a peace officer.

B. Removal By School Resource Officer or Peace Officer

If a student with an IEP engages in conduct which endangers or may endanger the health, safety, or property of the student, other students, staff members, or school property, the school building's crisis team, building administrator, or the building administrator's designee, may request that the school resource officer or a peace officer remove the student from school grounds.

If a student with an IEP is restrained or removed from a classroom, school building, or school grounds by a peace officer at the request of a school administrator or school staff person during the school day twice in a 30-day period, the student's IEP team must meet to determine if the student's IEP is adequate or if additional evaluation is needed.

Whether or not a student with an IEP engages in conduct which endangers or may endanger the health, safety, or property of the student, other students, staff members, or school property, school district personnel may report a crime committed by a student with an IEP to appropriate authorities. If the school district reports a crime committed by a student with an IEP, school personnel shall transmit copies of the special education and disciplinary records of the student for consideration by appropriate authorities to whom it reports the crime, to the extent that the transmission is permitted by the Family Education Rights and Privacy Act (FERPA), the Minnesota Government Data Practices Act, and school district's policy, Protection and Privacy of Pupil Records.

[NOTE: If the school district uses a different reference name for its student records policy, insert that name in place of the reference to Protection and Privacy of Pupil Records, which is the title of MSBA/MASA Model Policy 515.]

The fact that a student with an IEP is covered by special education law does not prevent state law enforcement and judicial authorities from exercising their responsibilities with regard to the application of federal and state law to crimes committed by a student with an IEP.

C. Reasonable Force Permitted

1. In removing a student with an IEP from school grounds, a building administrator, other crisis team members, or the school resource officer or other agents of the school district, whether or not members of a crisis team, may use reasonable force when it is necessary under the circumstances to correct or restrain a student or prevent bodily harm or death to another

2. In removing a student with an IEP from school grounds, school resource officers and school district personnel are further prohibited from engaging in the following conduct:

   a. Corporal punishment prohibited by Minnesota Statutes, section 121A.58;

   b.. Requiring a child to assume and maintain a specified physical position, activity, or posture that induces physical pain;

   c. Totally or partially restricting a child's senses as punishment;

   d. Denying or restricting a child's access to equipment and devices such as walkers, wheelchairs, hearing aids, and communication boards that facilitate the child's functioning except when temporarily removing the equipment or device is needed to prevent injury to the child or others or serious damage to the equipment or device, in which case the equipment or device shall be returned to the child as soon as possible;

   e. Interacting with a child in a manner that constitutes sexual abuse, neglect, or physical abuse under Minnesota Statutes, Chapter 260E;

   f. Physical holding (as defined above and in Minnesota Statutes, section 125A.0941) that restricts or impairs a child's ability to breathe, restricts or impairs a child's ability to communicate distress, places pressure or weight on a child's head, throat, neck, chest, lungs, sternum, diaphragm, back, or abdomen, or results in straddling a child's torso;

g. Withholding regularly scheduled meals or water; and/or

h. Denying a child access to toilet facilities.

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

D. Parental Notification

The building administrator or designee shall make reasonable efforts to notify the student's parent or guardian of the student's removal from school grounds as soon as possible following the removal.

E. Continued Removals; Review of IEP

Continued and repeated use of the removal process described herein must be reviewed in the development of the individual student's IEP or IIIP.

F. Effect of Policy in an Emergency; Use of Restrictive Procedures

A student with an IEP may be removed in accordance with this policy regardless of whether the student's conduct would create an emergency.

If the school district seeks to remove a student with an IEP from school grounds under this policy due to behaviors that constitute an emergency and the student's IEP, IIIP, or behavior intervention plan authorizes the use of one or more restrictive procedures, the crisis team may employ those restrictive procedures, in addition to any reasonable force that may be necessary, to facilitate the student's removal from school grounds, as long as the crisis team members who are implementing the restrictive procedures have received the training required by Minnesota Statutes, section 125A.0942, subdivision 5, and otherwise comply with the requirements of section 125A.0942.

G. Reporting to the Minnesota Department of Education (MDE)

Annually, stakeholders may recommend, as necessary, to the Commissioner of MDE (Commissioner) specific and measurable implementation and outcome goals for reducing the use of restrictive procedures. The Commissioner must submit to the Legislature a report on districts' progress in reducing the use of restrictive procedures that recommends how to further reduce these procedures and eliminate the use of seclusion. By January 15, April 15, July 15, and October 15 of each year, districts must report, in a form and manner determined by the Commissioner, about individual students who have been secluded. By July 15 each year, districts must report summary data. The summary data must include information on the use of restrictive procedures for the prior school year, July 1 through June 30, including the use of reasonable force by school personnel that is consistent with the definition of physical holding or seclusion of a child with a disability.

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. §§ 121A.40-121A.56 (Minnesota Pupil Fair Dismissal Act)
Minn. Stat. § 121A.582 (Student Discipline; Reasonable Force)
Minn. Stat. § 121A.61 (Discipline and Removal of Students from Class)
Minn. Stat. § 121A.67 (Removal by Police Officer)
Minn. Stat. §§ 125A.094-125A.0942 (Restrictive Procedures for Children with

Disabilities)
Minn. Stat. § 609.06 (Authorized Use of Force)
Minn. Stat. § 609.379 (Permitted Actions)
Minn. Stat. § 626.8482 (School Resource Officers; Duties; Training; Model Policy)
20 U.S.C. § 1232g *et seq.* (Family Educational Rights and Privacy (FERPA))
20 U.S.C. § 1415(k)(6) (Individuals with Disabilities Education Act)
34 C.F.R. § 300.535 (Referral to and Action by Law Enforcement and Judicial Authorities)

Cross References: MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 507 (Corporal Punishment and Prone Restraint)
MSBA/MASA Model Policy 507.5 (School Resource Officers)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
MSBA/MASA Model Policy 525 (Violence Prevention)
MSBA/MASA Model Policy 806 (Crisis Management Policy)

Adopted: _____ *MSBA/MASA Model Policy 531*
Orig. 2003
Revised: _____ *Rev. 2003*

531 THE PLEDGE OF ALLEGIANCE

[Note: Recitation of the Pledge of Allegiance by students and instruction of students as provided in this policy are required by statute. Also, the statement in Part III., below, must be included in the student handbook or a policy guide. A local school board or a charter school board of directors may waive these statutory requirements by a majority vote taken annually. If the local school board or charter school board of directors waives the requirement to recite the Pledge of Allegiance, it may adopt a district or school policy regarding the reciting of the Pledge of Allegiance.]

I. PURPOSE

The school board recognizes the need to display an appropriate United States flag and to provide instruction to students in the proper etiquette, display, and respect of the flag. The purpose of this policy is to provide for recitation of the Pledge of Allegiance and instruction in school to help further that end.

II. GENERAL STATEMENT OF POLICY

Students in this school district shall recite the Pledge of Allegiance to the flag of the United States of America one or more times each week. The recitation shall be conducted:

A. By each individual classroom teacher or the teacher's surrogate; or

B. Over a school intercom system by a person designated by the school principal or other person having administrative control over the school.

III. EXCEPTIONS

Anyone who does not wish to participate in reciting the Pledge of Allegiance for any personal reasons may elect not to do so. Students and school personnel must respect another person's right to make that choice.

IV. INSTRUCTION

Students will be instructed in the proper etiquette toward, correct display of, and respect for the flag, and in patriotic exercises.

Legal References: Minn. Stat. § 121A.11, Subd. 3 and Subd. 4 (United States Flag)

Cross References: None

Adopted: _____ *MSBA/MASA Model Policy 526*

Orig. 1997

Revised: _____ *Rev. 2014*

526 HAZING PROHIBITION

[Note: School districts are required by statute to have a policy addressing these issues. The Minnesota Department of Education (MDE) will maintain and make available a model policy on student and staff hazing in accordance with Minnesota Statutes section 121A.69. The MDE model policy differs from the MSBA/MASA model policy as it incorporates state and federal requirements related to harassment and discrimination which extends beyond the mandate of Minnesota Statutes section121A.69. Topics of harassment and discrimination are addressed in other MSBA/MASA policies. While school districts are required to adopt a policy governing student and staff hazing, school districts are not required to adopt any particular policy. MSBA recommends this policy.]

I. PURPOSE

The purpose of this policy is to maintain a safe learning environment for students and staff that is free from hazing. Hazing activities of any type are inconsistent with the educational goals of the school district and are prohibited at all times.

II. GENERAL STATEMENT OF POLICY

A. No student, teacher, administrator, volunteer, contractor, or other employee of the school district shall plan, direct, encourage, aid, or engage in hazing.

B. No teacher, administrator, volunteer, contractor, or other employee of the school district shall permit, condone, or tolerate hazing.

C. Apparent permission or consent by a person being hazed does not lessen the prohibitions contained in this policy.

D. Retaliation against a victim, good faith reporter, or a witness of hazing is prohibited.

E. False accusations or reports of hazing against a student, teacher, administrator, volunteer, contractor, or other employee are prohibited.

F. A person who engages in an act of hazing, reprisal, retaliation, or false reporting of hazing or permits, condones, or tolerates hazing 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, tolerate, or are a party to prohibited acts of hazing 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 hazing or engage in an act of reprisal or intentional false reporting of hazing may result in disciplinary action up to and including termination or discharge.

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

G. This policy applies to hazing that occurs during and after school hours, on or off school premises or property, at school functions or activities, or on school transportation.

H. A person who engages in an act that violates school policy or law in order to be initiated into or affiliated with a student organization shall be subject to discipline for that act.

I. The school district will act to investigate all complaints of hazing and will discipline or take appropriate action against any student, teacher, administrator, volunteer, contractor, or other employee of the school district who is found to have violated this policy.

III. DEFINITIONS

A. "Hazing" means committing an act against a student, or coercing a student into committing an act, that creates a substantial risk of harm to a person, in order for the student to be initiated into or affiliated with a student organization, or for any other school-related purpose. The term hazing includes, but is not limited to:

1. Any type of physical brutality such as whipping, beating, striking, branding, electronic shocking, or placing a harmful substance on the body.

2. Any type of physical activity such as sleep deprivation, exposure to weather, confinement in a restricted area, calisthenics, or other activity that subjects the student to an unreasonable risk of harm or that adversely affects the mental or physical health or safety of the student.

3. Any activity involving the consumption of any alcoholic beverage, drug, tobacco product, or any other food, liquid, or substance that subjects the student to an unreasonable risk of harm or that adversely affects the mental or physical health or safety of the student.

4. Any activity that intimidates or threatens the student with ostracism, that subjects a student to extreme mental stress, embarrassment, shame, or humiliation, that adversely affects the mental health or dignity of the student or discourages the student from remaining in school.

5. Any activity that causes or requires the student to perform a task that involves violation of state or federal law or of school district policies or regulations.

B. "Immediately" means as soon as possible but in no event longer than 24 hours.

C. "On school premises or school district property, or at school functions or activities, or on school transportation" means all school district buildings, school grounds, and school property or property immediately adjacent to school grounds, school bus stops, school buses, school vehicles, school contracted vehicles, or any other vehicles approved for school district purposes, the area of entrance or departure from school grounds, premises, or events, and all school-related functions, school-sponsored activities, events, or trips. School district property also may mean a student's walking route to or from school for purposes of attending school or school-related functions, activities, or events. While prohibiting hazing at these locations and events, the school district does not represent that it will provide supervision or assume liability at these locations and events.

D. "Remedial response" means a measure to stop and correct hazing, prevent hazing from recurring, and protect, support, and intervene on behalf of a student who

is the target or victim of hazing.

E. "Student" means a student enrolled in a public school or a charter school.

F. "Student organization" means a group, club, or organization having students as its primary members or participants. It includes grade levels, classes, teams, activities, or particular school events. A student organization does not have to be an official school organization to come within the terms of this definition.

IV. REPORTING PROCEDURES

A. Any person who believes he or she has been the target or victim of hazing or any person with knowledge or belief of conduct which may constitute hazing shall report the alleged acts immediately to an appropriate school district official designated by this policy. A person may report hazing 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 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.

The building principal, the principal's designee, or the building supervisor (hereinafter the "building report taker") is the person responsible for receiving reports of hazing at the building level. Any adult school district personnel who receives a report of hazing prohibited by this policy shall inform the building report taker immediately. Any person may report hazing 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.

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.

C. A teacher, administrator, volunteer, contractor, and other school employees shall be particularly alert to possible situations, circumstances, or events which might include hazing. Any such person who witnesses, observes, receives a report of, or has other knowledge or belief of conduct which may constitute hazing shall make reasonable efforts to address and resolve the hazing and shall inform the building report taker immediately. School district personnel who fail to inform the building report taker of conduct that may constitute hazing or who fail to make reasonable efforts to address and resolve the hazing in a timely manner may be subject to disciplinary action.

D. Submission of a good faith complaint or report of hazing will not affect the complainant or reporter's future employment, grades, work assignments, or educational or work environment.

E. Reports of hazing are classified as private educational and/or personnel data and/or confidential investigative data and will not be disclosed except as permitted by law. The building report taker, in conjunction with the responsible authority, shall be responsible for keeping and regulating access to any report of hazing and the record of any resulting investigation.

F. 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.

V. SCHOOL DISTRICT ACTION

A. Within three (3) days of the receipt of a complaint or report of hazing, the school district shall undertake or authorize an investigation by school district officials or a third party designated by the school district.

B. The building report taker or other appropriate school district officials may take immediate steps, at their discretion, to protect the target or victim of the hazing, the complainant, the reporter, and students or others pending completion of an investigation of alleged hazing prohibited by this policy.

C. The alleged perpetrator of the hazing shall be allowed the opportunity to present a defense during the investigation or prior to the imposition of discipline or other remedial responses.

D. Upon completion of an investigation that determines hazing 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 the requirements of applicable collective bargaining agreements; applicable statutory authority, including the Minnesota Pupil Fair Dismissal Act; and applicable school district policies and regulations.

E. 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 parent(s) or guardian(s) of students who are targets or victims of hazing and the parent(s) or guardian(s) of alleged perpetrators of hazing who have been involved in a reported and confirmed hazing incident of the remedial or disciplinary action taken, to the extent permitted by law.

F. In order to prevent or to respond to hazing 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) team 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 hazing.

VI. RETALIATION OR REPRISAL

The school district will discipline or take appropriate action against any student, teacher, administrator, volunteer, contractor, or other employee of the school district who commits an act of reprisal or who retaliates against any person who asserts, alleges, or makes a good faith report of alleged hazing, who provides information about hazing, who testifies, assists, or participates in an investigation of alleged hazing, or who testifies, assists, or participates in a proceeding or hearing relating to such hazing. 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 prohibited conduct. Remedial responses to the prohibited conduct shall be tailored to the particular incident and nature of the conduct.

VII. DISSEMINATION OF POLICY

[Note: Proper reference should be made to the appropriate handbooks in each school district.]

A. This policy shall appear in each school's student handbook and in each school's

building and staff handbooks.

B. The school district will develop a method of discussing this policy with students and employees.

Legal References: Minn. Stat. § 121A.031 (School Student Bullying Policy)
Minn. Stat. § 121A.0311 (Notice of the Rights and Responsibilities of Students and Parents Under the Safe and Supportive Minnesota Schools Act)
Minn. Stat. § 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 121A.69 (Hazing Policy)

Cross References: MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 413 (Harassment and Violence)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 514 (Bullying Prohibition Policy)
MSBA/MASA Model Policy 525 (Violence Prevention [Applicable to Students and Staff])

524.5 PERSONAL ELECTRONIC COMMUNICATION DEVICES

I. PURPOSE

The objective of this policy is to support the school district's focus on learning in alignment with the district's mission to ignite students' passion for learning, cultivate a strong foundation of knowledge, and foster a sense of community within our schools. Possession and use of personal electronic communication devices must be regulated to ensure that such devices do not disrupt or interfere with the education process or school operations, impair the safety, welfare, and privacy of students and staff, or are used as part of an act of academic dishonesty.

II. GENERAL STATEMENT OF POLICY

To minimize the impact of personal electronic communication devices on student behavior, mental health, and academic attainment and to support school environments in which students can engage fully with their classmates, their teachers, and instruction, the school board has determined the use of personal electronic communication devices by students during school hours should be limited.

III. DEFINITIONS

A. "Bell-to-Bell" means from when the first bell rings at the start of the school day to begin instructional time until the dismissal bell rings at the end of the academic school day. "Bell-to bell" includes lunch and time in between class periods.

B. "Cell Phone" means a personal device capable of making calls, transmitting pictures or video, or sending or receiving messages through electronic means. The definition of cell phone includes a non-smart phone that is limited to making phone calls or text messages and a smart phone that encompasses the above features.

C. "Cyberbullying" means bullying using technology or other electronic communication, including but not limited to a transfer of a sign, signal, writing, image, sound, or data, including a post on a social network Internet website or forum, transmitted through a computer, cell phone, or other electronic device.

D. "Instructional Time" means any structured or unstructured learning experiences that occur from when the first bell rings at the start of the school day until the dismissal bell rings at the end of the academic school day.

E. "Personal Electronic Communication Device" means any personal device capable of connecting to a cell phone, the internet, a cellular or Wi-Fi network, or directly connects to another similar device. Personal electronic communication devices may include cell phones, wearable devices such as smart watches, personal headphones, earbuds or pods, laptops, tablets, virtual reality devices, and other personal electronic communication devices with the abovementioned characteristics.

F. "Stored" means a cell phone or personal electronic communication device not being carried on the student's person, including not in the student's pocket. Storage options may include, but are not limited to, in the student's backpack, in the student's locker, in a locked pouch, or in a designated place in the classroom, as determined by school administration.

IV. PERSONAL ELECTRONIC COMMUNICATION DEVICE USE AND STORAGE

A. Personal Electronic Communication Device Use

1. Students are prohibited from using personal electronic communication devices _____

2. Elementary Schools (K-5)

a. Students are prohibited from using personal electronic communication devices on school premises from bell-to-bell, which includes but is not limited to instructional time, lunch periods, recess, school-sponsored programs, events or activities, or any other time during the designated school day.

b. All personal electronic communication devices shall be kept in designated areas and turned off.

3. Middle Schools/Junior High Schools

4. High Schools (9-12)

a. Students are prohibited from using personal electronic communication devices during instructional time, which includes the entire period of a scheduled class and other times when students are directed to report to and participate in any instructional activity.

b. Students may wear smart or electronic watches but may not use any communication applications or features that are prohibited from use on other personal electronic communication devices and all notifications must be turned off.

c. All personal electronic communication devices shall be kept in designated areas and turned off during instructional time. Personal electronic communication devices may be used during passing times and lunch periods; however, such use is discouraged.

B. Off-Campus School-Sponsored Activities

School administration may establish guidelines for personal electronic communication device possession and use during off-campus school-sponsored activities, such as extracurricular activities, outdoor and service trips, and school field trips. These guidelines will be provided at pre-activity meetings, activity-specific permission slips, and by other means as appropriate in the circumstances.

V. LIMITATIONS ON USE OF AND STORAGE OF PERSONAL ELECTRONIC COMMUNICATION DEVICES

A. Limitations on Use of Personal Electronic Communication Devices

1. Personal electronic communication devices may not be used in any manner that causes or results in disruption of the educational environment or school-sponsored extracurricular activities or events or impairs or interferes with school district operations.

2. Devices, including but not limited to personal electronic communication devices, with audio, video, or photo-taking capabilities shall not be used at any

time in locker rooms, bathrooms, or other locations where the presence of such devices poses an unreasonable risk to the safety, welfare, or privacy of others. Confiscation and search of such devices will occur if found in these areas.

3. Students may not use a device to record, transmit, or post audio, videos, or photos of a person or persons on school grounds or on a school bus without the express permission of school staff in addition to the express consent of the individual or individuals that are the subjects of the recording.

4. Personal electronic communication devices may not be used to engage in bullying, cyberbullying, harassment, discrimination, or other activity prohibited under federal or state law or under school district policy.

5. Personal electronic communication devices shall not be used during a lockdown drill, a fire drill, or a similar safety drill.

B. Storage of Personal Electronic Communication Devices

Students shall keep their personal electronic communication devices in a secure place, such as the student's locker, a closed backpack, a storage device provided by the school, or an area designated by the classroom teacher at all times when personal electronic communication device use is prohibited.

V. EXCEPTIONS

A. Nothing in this policy prohibits a student from using a personal electronic communication device for a purpose documented in the student's individualized education program, a plan developed under section 504 of the Rehabilitation Act of 1973, or a health care plan in force regarding the student.

B. A student may use a personal electronic communication device to monitor or address a health concern or medical condition upon permission granted by school administration.

C. Students may use a personal electronic communication device when the use is necessary to respond to or report an emergency. For purposes of this policy, "emergency" means an actual or imminent threat to the health or safety of students and/or school personnel, which may result in death, bodily injury, or substantial property damage.

D. A student may use a personal electronic communication device during a time at which use would otherwise be prohibited when the student has been granted permission from a staff member to use the device. If the school district implements a curriculum that uses technology, students may be allowed to use their own personal electronic communication devices to access the curriculum. Students who are allowed to use their own devices to access the curriculum will be granted access to any application or electronic materials when they are available to students who do not use their own devices, or provided free of charge to students who do not use their own devices for curriculum.

E. A personal electronic communication device may be stored in student vehicles parked on school district property provided that the device is not removed from the vehicle while on school district property.

F. Students who need to make a call may request permission to use a telephone in the building office.

VI. DISCIPLINE

If a student violates this policy, a teacher or administrator shall take the following progressively serious disciplinary measures:

A. Give the student a verbal warning and require the student to store the student's personal electronic communication device in accordance with this policy.

B. Securely store the student's personal electronic communication device in a teacher- or administrator-controlled locker, bin, or drawer for the duration of the class or period.

C. Place the student's personal electronic communication device in the school's central office for the remainder of the school day.

D. Place the student's personal device in the school's central office to be picked up by the student's parent or guardian.

E. Schedule a conference with the student's parent or guardian to discuss the student's personal device use.

F. Apply discipline as provided under school district policies and as appropriate.

G. Other (insert as needed).

VII. SCHOOL DISTRICT RESPONSIBILITY

A. The school district is not responsible for, nor is it required to investigate, any lost, stolen, or damaged personal electronic communication devices brought onto school grounds or the bus or school-sponsored activities or events.

B. The school board directs the superintendent and school district administration to establish additional rules and procedures regarding student possession and use of personal electronic communication devices in schools as the superintendent and school district administration find appropriate. These rules shall be consistent with this policy and other applicable school district policies. These rules and procedures should seek to minimize the impact of personal electronic communication devices on student behavior, mental health, and academic attainment. These rules and procedures may be designed for specific school buildings, grade levels, or pursuant to similar criteria.

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act
Minn. Stat. § 13.32 (Educational Data)
Minn. Stat. § 121A.031 (School Student Bullying Policy)
Minn. Stat. § 121A.73 (School Cell Phone Policy)
Minn. Stat. § 124D.166 (Limit on Screen Time for Children in Preschool and Kindergarten)
Minn. Stat. § 125B.15 (Internet Access for Students)
Minn. Stat. § 125B.26 (Telecommunications/Internet Access Equity Act)
29 U.S.C. § 794 (Nondiscrimination under Federal Grants and Programs)

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 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 524 (Internet, Technology, and Cell Phone

Acceptable Use and Safety Policy)
Away for the Day (www.awayfortheday.org)
MASSP/MESPA, *The Cell Phone Toolkit* (July 2024)

Adopted: _____ *MSBA/MASA Model Policy 522*

Orig. 1995

Revised: _____ *Rev. 2022*

522 TITLE IX SEX NONDISCRIMINATION POLICY, GRIEVANCE PROCEDURE AND PROCESS

I. GENERAL STATEMENT OF POLICY

A. The school district does not discriminate on the basis of sex in its education programs or activities, and it is required by Title IX of the Education Amendments Act of 1972, and its implementing regulations, not to discriminate in such a manner. The requirement not to discriminate in its education program or activity extends to admission and employment. The school district is committed to maintaining an education and work environment that is free from discrimination based on sex, including sexual harassment.

B. The school district prohibits sexual harassment that occurs within its education programs and activities. When the school district has actual knowledge of sexual harassment in its education program or activity against a person in the United States, it shall promptly respond in a manner that is not deliberately indifferent.

C. This policy applies to sexual harassment that occurs within the school district's education programs and activities and that is committed by a school district employee, student, or other members of the school community. This policy does not apply to sexual harassment that occurs off school grounds, in a private setting, and outside the scope of the school district's education programs and activities. This policy does not apply to sexual harassment that occurs outside the geographic boundaries of the United States, even if the sexual harassment occurs in the school district's education programs or activities.

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

[INSERT: NAME(S) TITLE(S) PHONE NUMBER(S) OFFICE ADDRESS(ES) EMAIL ADDRESS(ES)]

Questions relating solely to Title IX and its regulations may be referred to the Title IX Coordinator(s), the Assistant Secretary for Civil Rights of the United States Department of Education, or both.

E. The effective date of this policy is August 14, 2020, and applies to alleged violations of this policy occurring on or after August 14, 2020.

II. DEFINITIONS

A. "Actual knowledge" means notice of sexual harassment or allegations of sexual harassment to the school district's Title IX Coordinator or to any employee of the school district. Imputation of knowledge based solely on vicarious liability or constructive notice is insufficient to constitute actual knowledge. This standard is not met when the only official of the school district with actual knowledge is the respondent.

B. "Complainant" means a person who is alleged to be the victim of conduct that could constitute sexual harassment under Title IX. A Title IX Coordinator who signs a

formal complaint is not a complainant unless the Title IX Coordinator is alleged to be the victim of the conduct described in the formal complaint.

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

D. "Deliberately indifferent" means clearly unreasonable in light of the known circumstances. The school district is deliberately indifferent only if its response to sexual harassment is clearly unreasonable in light of the known circumstances.

E. "Education program or activity" means locations, events, or circumstances for which the school district exercises substantial control over both the respondent and the context in which the sexual harassment occurs and includes school district education programs or activities that occur on or off of school district property.

F. "Formal complaint" means a document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment against a respondent and requesting that the school district investigate the allegation of sexual harassment.

1. A formal complaint filed by a complainant must be a physical document or an electronic submission. The formal complaint must contain the complainant's physical or digital signature, or otherwise indicate that the complainant is the person filing the formal complaint, and must be submitted to the Title IX Coordinator in person, by mail, or by email.

2. A formal complaint shall state that, at the time of filing the formal complaint, the complainant was participating in, or attempting to participate in, an education program or activity of the school district with which the formal complaint is filed.

G. "Informal resolution" means options for resolving a formal complaint that do not involve a full investigation and adjudication. Informal resolution may encompass a broad range of conflict resolution strategies, including mediation or restorative justice.

H. "Relevant questions" and "relevant evidence" are questions, documents, statements, or information that are related to the allegations raised in a formal complaint. Relevant evidence includes evidence that is both inculpatory and exculpatory. Questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence about the complainant's prior sexual behavior are offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent.

I. "Remedies" means actions designed to restore or preserve the complainant's equal access to education after a respondent is found responsible. Remedies may include the same individualized services that constitute supportive measures, but need not be non-punitive or non-disciplinary, nor must they avoid burdening the respondent.

J. "Respondent" means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment under Title IX.

K. "Sexual harassment" means any of three types of misconduct on the basis of sex that occurs in a school district education program or activity and is committed against a person in the United States:

1. *Quid pro quo* harassment by a school district employee (conditioning the provision of an aid, benefit, or service of the school district on an individual's participation in unwelcome sexual conduct);

2. Unwelcome conduct that a reasonable person would find so severe, pervasive, and objectively offensive that it denies a person equal educational access; or

3. Any instance of sexual assault (as defined in the Clery Act, 20 United States Code, section 1092(f)(6)A(v)), dating violence, domestic violence, or stalking (as defined in the Violence Against Women Act, 34 United States Code, section 12291).

L. "Supportive measures" means individualized services provided to the complainant or respondent without fee or charge that are reasonably available, non-punitive, non-disciplinary, not unreasonably burdensome to the other party, and designed to ensure equal educational access, protect safety, and deter sexual harassment. Supportive measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, alternative educational services as defined under Minnesota Statutes, section 121A.41, as amended, mutual restrictions on contact between the parties, changes in work locations, leaves of absence, increased security and monitoring of certain areas of the school district buildings or property, and other similar measures.

M. "Title IX Personnel" means any person who addresses, works on, or assists with the school district's response to a report of sexual harassment or formal complaint, and includes persons who facilitate informal resolutions. The following are considered Title IX Personnel:

1. "Title IX Coordinator" means an employee of the school district that coordinates the school district's efforts to comply with and carry out its responsibilities under Title IX. The Title IX Coordinator is responsible for acting as the primary contact for the parties and ensuring that the parties are provided with all notices, evidence, reports, and written determinations to which they are entitled under this policy and grievance process. The Title IX Coordinator is also responsible for effective implementation of any supportive measures or remedies. The Title IX Coordinator must be free from conflicts of interest and bias when administrating the grievance process.

2. "Investigator" means a person who investigates a formal complaint. The investigator of a formal complaint may not be the same person as the Decision-maker or the Appellate Decision-maker. The Investigator may be a school district employee, school district official, or a third party designated by the school district.

3. "Decision-maker" means a person who makes a determination regarding responsibility after the investigation has concluded. The Decision-maker cannot be the same person as the Title IX Coordinator, the Investigator, or the Appellate Decision-maker.

4. "Appellate Decision-maker" means a person who considers and decides appeals of determinations regarding responsibility and dismissals of formal complaints. The Appellate Decision-maker cannot be the same person as the Title IX Coordinator, Investigator, or Decision-maker. The Appellate Decision-maker may be a school district employee, or a third party designated by the school district.

5. The superintendent of the school district may delegate functions assigned to a specific school district employee under this policy, including but not limited to the functions assigned to the Title IX Coordinator, Investigator, Decision-maker, Appellate Decision-maker, and facilitator of informal resolution processes, to any suitably qualified individual and such delegation may be rescinded by the superintendent at any time. The school district may also, in its discretion, appoint suitably qualified persons who are not school district employees to fulfill any function under this policy, including, but not limited to, Investigator, Decision-maker, Appellate Decision-maker, and facilitator of informal resolution processes.

III. BASIC REQUIREMENTS FOR GRIEVANCE PROCESS

A. Equitable Treatment

1. The school district shall treat complainants and respondents equitably. However, equality or parity with respect to supportive measures provided to complainants and respondents is not required.

2. The school district will not impose any disciplinary sanctions or take any other actions against a respondent that do not constitute supportive measures until it has completed this grievance process and the respondent has been found responsible.

3. The school district will provide appropriate remedies to the complainant any time a respondent is found responsible.

B. Objective and Unbiased Evaluation of Complaints

1. Title IX Personnel, including the Title IX Coordinator, Investigator, Decision-maker, and Appellate Decision-maker, shall be free from conflicts of interest or bias for or against complainants or respondents generally or a specific complainant or respondent.

2. Throughout the grievance process, Title IX Personnel will objectively evaluate all relevant evidence, inculpatory and exculpatory, and shall avoid credibility determinations based solely on a person's status as a complainant, respondent, or witness.

C. Title IX Personnel will presume that the respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process.

D. Confidentiality

The school district will keep confidential the identity of any individual who has made a report or complaint of sex discrimination, including any individual who has made a report or filed a formal complaint of sexual harassment, any complainant, any individual who has been reported to be the perpetrator of sex discrimination, any respondent, and any witness, except as may be permitted by the Family Educational Rights and Privacy Act (FERPA), 20 United States Code, section 1232g, FERPA regulations, 34 Code of Federal Regulations, part 99, Minnesota law under Minnesota Statutes section 13.32, or as required by law, or to carry out the purposes of 34 Code of Federal Regulations, part 106, including the conduct of any investigation, hearing, or judicial proceeding arising thereunder (i.e., the school district's obligation to maintain confidentiality shall not impair or otherwise affect the complainants and

respondents receipt of the information to which they are entitled with respect to the investigative record and determination of responsibility).

E. Right to an Advisor; Right to a Support Person

Complainants and respondents have the right, at their own expense, to be assisted by an advisor of their choice during all stages of any grievance proceeding, including all meetings and investigative interviews. The advisor may be, but is not required to be, an attorney. In general, an advisor is not permitted to speak for or on behalf of a complainant or respondent, appear in lieu of complainant or respondent, participate as a witness, or participate directly in any other manner during any phase of the grievance process.

A complainant or respondent with a disability may be assisted by a support person throughout the grievance process, including all meetings and investigative interviews, if such accommodation is necessary. A support person may be a friend, family member, or any individual who is not otherwise a potential witness. The support person is not permitted to speak for or on behalf of a complainant or respondent, appear in lieu of complainant or respondent, participate as a witness, or participate directly in any other manner during any phase of the grievance process.

F. Notice

The school district will send written notice of any investigative interviews or meetings to any party whose participation is invited or expected. The written notice will include the date, time, location, participants, and purpose of the meeting or interview, and will be provided to allow sufficient time for the party to prepare to participate.

G. Consolidation

The school district may, in its discretion, consolidate formal complaints as to allegations of sexual harassment against more than one respondent, or by more than one complainant against one or more respondents, or by one party against the other party, where the allegations of sexual harassment arise out of the same facts or circumstances.

H. Evidence

1. During the grievance process, the school district will not require, allow, rely upon, or otherwise use questions or evidence that constitute or seek disclosure of information protected under a legally recognized privilege, unless the person holding such privilege has waived the privilege.

2. The school district shall not access, consider, disclose, or otherwise use a party's medical, psychological, and similar treatment records unless the school district obtains the party's voluntary, written consent.

I. Burden of Proof

1. The burden of gathering evidence and the burden of proof shall remain upon the school district and not upon the parties.

2. The grievance process shall use a preponderance of the evidence standard (i.e. whether it is more likely than not that the respondent engaged in sexual harassment) for all formal complaints of sexual harassment, including when school district employees are respondents.

J. Timelines

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

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

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

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

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

K. Potential Remedies and Disciplinary Sanctions

1. The following is the range of possible remedies that the school district may provide a complainant and disciplinary sanctions that the school district might impose upon a respondent, following determination of responsibility: counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, mutual or unilateral restrictions on contact between the parties, changes in work locations, leaves of absence, monitoring of certain areas of the school district buildings or property, warning, suspension, exclusion, expulsion, transfer, remediation, termination, or discharge.

2. If the Decision-maker determines a student-respondent is responsible for violating this policy, the Decision-maker will recommend appropriate remedies, including disciplinary sanctions/consequences. The Title IX Coordinator will notify the superintendent of the recommended remedies, such that an authorized administrator can consider the recommendation(s) and implement appropriate remedies in compliance with MSBA Model Policy 506 – Student Discipline. The discipline of a student-respondent must comply with the applicable provisions of Minnesota Pupil Fair Dismissal Act, the Individuals with Disabilities Education Improvement Act (IDEA) and/or Section 504 of the Rehabilitation Act of 1972, and their respective implementing regulations.

IV. REPORTING PROHIBITED CONDUCT

A. Any student who believes they have been the victim of unlawful sex discrimination or sexual harassment, or any person (including the parent of a student)

with actual knowledge of conduct which may constitute unlawful sex discrimination or sexual harassment toward a student should report the alleged acts as soon as possible to the Title IX Coordinator.

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

C. A report of unlawful sex discrimination or sexual harassment may be made at any time, including during non-business hours, and may be made in person, by mail, by telephone, or by e-mail using the Title IX Coordinator's contact information. A report may also be made by any other means that results in the Title IX Coordinator receiving the person's verbal or written report.

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

V. INITIAL RESPONSE AND ASSESSMENT BY THE TITLE IX COORDINATOR

A. When the Title IX Coordinator receives a report, the Title IX Coordinator shall promptly contact the complainant confidentially to discuss the availability of supportive measures, consider the complainant's wishes with respect to supportive measures, inform the complainant of the availability of supportive measures with or without the filing of a formal complaint, and explain to the complainant the process for filling a formal complaint.

B. The school district will offer supportive measures to the complainant whether or not the complainant decides to make a formal complaint. The school district must maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the school district's ability to provide the supportive measures. The Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures.

C. If the complainant does not wish to file a formal complaint, the allegations will not be investigated by the school district unless the Title IX Coordinator determines that signing a formal complaint to initiate an investigation over the complainant's wishes is not clearly unreasonable in light of the known circumstances.

D. Upon receipt of a formal complaint, the school district must provide written notice of the formal complaint to the known parties with sufficient time to prepare a response before any initial interview. This written notice must contain:

1. The allegations of sexual harassment, including sufficient details known at the time, the identities of the parties involved in the incident (if known), the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident, if known;

2. A statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility will be made at the conclusion of the grievance process;

3. A statement explaining that the parties may have an advisor of their choice, who may be, but is not required to be, an attorney;

4. A statement that the parties may inspect and review evidence gathered pursuant to this policy;

5. A statement informing the parties of any code of conduct provision that prohibits knowingly making false statements or knowingly submitting false information; and

6. A copy of this policy.

VI. STATUS OF RESPONDENT DURING PENDENCY OF FORMAL COMPLAINT

A. Emergency Removal of a Student

1. The school district may remove a student-respondent from an education program or activity of the school district on an emergency basis before a determination regarding responsibility is made if:

a. The school district undertakes an individualized safety and risk analysis;

b. The school district determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of sexual harassment justifies removal of the student-respondent; and

c. The school district determines the student-respondent poses such a threat, it will so notify the student-respondent and the student-respondent will have an opportunity to challenge the decision immediately following the removal. In determining whether to impose emergency removal measures, the Title IX Coordinator shall consult related school district policies, including MSBA Model Policy 506 – Student Discipline. The school district must take into consideration applicable requirements of the Individuals with Disabilities Education Act and Section 504 of the Rehabilitation Act of 1973, prior to removing a special education student or Section 504 student on an emergency basis.

B. Employee Administrative Leave

The school district may place a non-student employee on administrative leave during the pendency of the grievance process of a formal complaint. Such leave will typically be paid leave unless circumstances justify unpaid leave in compliance with legal requirements. The school district must take into consideration applicable requirements of Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act prior to removing an individual with a qualifying disability.

VII. INFORMAL RESOLUTION OF A FORMAL COMPLAINT

A. At any time prior to reaching a determination of responsibility, informal resolution may be offered and facilitated by the school district at the school district's discretion, but only after a formal complaint has been received by the school district.

B. The school district may not require as a condition of enrollment or continued enrollment, or of employment or continued employment, or enjoyment of any other right, waiver of the right to a formal investigation and adjudication of formal complaints of sexual harassment.

C. The informal resolution process may not be used to resolve allegations that a school district employee sexually harassed a student.

D. The school district will not facilitate an informal resolution process without both parties' agreement, and will obtain their voluntary, written consent. The school district will provide to the parties a written notice disclosing the allegations, the requirements of the informal resolution process including the circumstances under which it precludes the parties from resuming a formal complaint arising from the same allegations, the parties' right to withdraw from the informal resolution process, and any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared.

E. At any time prior to agreeing to a resolution, any party has the right to withdraw from the informal resolution process and resume the grievance process with respect to the formal complaint.

VIII. DISMISSAL OF A FORMAL COMPLAINT

A. Under federal law, the school district must dismiss a Title IX complaint, or a portion thereof, if the conduct alleged in a formal complaint or a portion thereof:

1. Would not meet the definition of sexual harassment, even if proven;

2. Did not occur in the school district's education program or activity; or

3. Did not occur against a person in the United States.

B. The school district may, in its discretion, dismiss a formal complaint or allegations therein if:

1. The complainant informs the Title IX Coordinator in writing that the complainant desires to withdraw the formal complaint or allegations therein;

2. The respondent is no longer enrolled or employed by the school district; or

3. Specific circumstances prevent the school district from gathering sufficient evidence to reach a determination.

C. The school district shall provide written notice to both parties of a dismissal. The notice must include the reasons for the dismissal.

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

IX. INVESTIGATION OF A FORMAL COMPLAINT

A. If a formal complaint is received by the School District, the school district will assign or designate an Investigator to investigate the allegations set forth in the formal complaint.

B. If during the course of the investigation the school district decides to investigate any allegations about the complainant or respondent that were not included in the written notice of a formal complaint provided to the parties, the school district must provide notice of the additional allegations to the known parties.

C. When a party's participation is invited or expected in an investigative interview, the Investigator will coordinate with the Title IX Coordinator to provide written notice to the party of the date, time, location, participants, and purposes of the investigative interview with sufficient time for the party to prepare.

D. During the investigation, the Investigator must provide the parties with an equal opportunity to present witnesses for interviews, including fact witnesses and expert witnesses, and other inculpatory and exculpatory evidence.

E. Prior to the completion of the investigative report, the Investigator, through the Title IX Coordinator, will provide the parties and their advisors (if any) with an equal opportunity to inspect and review any evidence directly related to the allegations. The evidence shall be provided in electronic format or hard copy and shall include all relevant evidence, evidence upon which the school district does not intend to rely in reaching a determination regarding responsibility, and any inculpatory or exculpatory evidence whether obtained from a party or another source. The parties will have ten (10) days to submit a written response, which the Investigator will consider prior to completion of the investigative report.

F. The Investigator will prepare a written investigative report that fairly summarizes the relevant evidence. The investigative report may include credibility determinations that are not based on a person's status as a complainant, respondent or witness. The school district will send the parties and their advisors (if any) a copy of the report in electronic format or hard copy, for their review and written response at least ten (10) days prior to a determination of responsibility.

X. DETERMINATION REGARDING RESPONSIBILITY

A. After the school district has sent the investigative report to both parties and before the school district has reached a determination regarding responsibility, the Decision-maker must afford each party the opportunity to submit written, relevant questions that a party wants asked of any party or witness.

B. The Decision-maker must provide the relevant questions submitted by the parties to the other parties or witnesses to whom the questions are offered, and then provide each party with the answers, and allow for additional, limited follow-up questions from each party.

C. The Decision-maker must explain to the party proposing the questions any decision to exclude a question as not relevant.

D. When the exchange of questions and answers has concluded, the Decision-maker must issue a written determination regarding responsibility that applies the preponderance of the evidence standard to the facts and circumstances of the formal complaint. The written determination of responsibility must include the following:

1. Identification of the allegations potentially constituting sexual harassment;

2. A description of the procedural steps taken from the receipt of the formal complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, and methods used to gather other evidence;

3. Findings of fact supporting the determination;

4. Conclusions regarding the application of the school district's code of conduct to the facts;

5. A statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility, any disciplinary sanctions the school district imposes on the respondent, and whether remedies designed to restore or preserve equal access to the recipient's education program or activity will be provided by the school district to the complainant; and

6. The school district's procedures and permissible bases for the complainant and respondent to appeal and the date by which an appeal must be made.

E. In determining appropriate disciplinary sanctions, the Decision-maker 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 incident occurred.

F. The written determination of responsibility must be provided to the parties simultaneously.

G. The Title IX Coordinator is responsible for the effective implementation of any remedies.

H. The determination regarding responsibility becomes final either on the date that the school district provides the parties with the written determination of the result of the appeal, if an appeal is filed, or if an appeal is not filed, the date on which an appeal would no longer be considered timely.

XI. APPEALS

A. The school district shall offer the parties an opportunity to appeal a determination regarding responsibility or the school district's dismissal of a formal complaint or any allegations therein, on the following bases:

1. A procedural irregularity that affected the outcome of the matter (e.g., a material deviation from established procedures);

2. New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; and

3. The Title IX Coordinator, Investigator, or Decision-maker had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter.

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

C. After reviewing the parties' written statements, the Appellate Decision-maker must issue a written decision describing the result of the appeal and the rationale for the result.

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

E. The decision of the Appellate Decision-maker is final. No further review beyond the appeal is permitted.

XII. RETALIATION PROHIBITED

A. Neither the school district nor any other person may intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by Title IX, its implementing regulations, or this policy, or because the individual made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under this policy. Intimidation, threats, coercion, or discrimination, including charges against an individual for code of conduct violations that do not involve sex discrimination or sexual harassment, but arise out of the same facts or circumstances as a report or complaint of sex discrimination, or a report or formal complaint of sexual harassment, for the purpose of interfering with any right or privilege secured by Title IX, its implementing regulations, or this policy, constitutes retaliation. Retaliation against a person for making a report of sexual harassment, filing a formal complaint, or participating in an investigation, constitutes a violation of this policy that can result in the imposition of disciplinary sanctions/consequences and/or other appropriate remedies.

B. Any person may submit a report or formal complaint alleging retaliation in the manner described in this policy and it will be addressed in the same manner as other complaints of sexual harassment or sex discrimination.

C. Charging an individual with violation of school district policies for making a materially false statement in bad faith in the course of a grievance proceeding under this policy shall not constitute retaliation, provided, however, that a determination regarding responsibility, alone, is not sufficient to conclude that any party made a materially false statement in bad faith.

XIII. TRAINING

A. The school district shall ensure that Title IX Personnel receive appropriate training. The training shall include instruction on:

1. The Title IX definition of sexual harassment;

2. The scope of the school district's education program or activity;

3. How to conduct an investigation and grievance process, appeals, and informal resolution processes, as applicable;

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

5. For Decision-makers, training on issues of relevance of questions and evidence, including when questions and evidence about the complainant's prior sexual behavior are not relevant; and

6. For Investigators, training on issues of relevance, including the creation of an investigative report that fairly summarizes relevant evidence.

B. The training materials will not rely on sex stereotypes and must promote impartial investigations and adjudications of formal complaints.

C. Materials used to train Title IX Personnel must be posted on the school district's website. If the school district does not have a website, it must make the training materials available for public inspection upon request.

XIV. DISSEMINATION OF POLICY

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

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

C. The school district must provide applicants for admission and employment, students, parents or legal guardians of secondary school students, employees, and all unions holding collective bargaining agreements with the school district, with the following:

1. The name or title, office address, electronic mail address, and telephone number of the Title IX Coordinator;

2. Notice that the school district does not discriminate on the basis of sex in the education program or activity that it operates, and that it is required by Title IX not to discriminate in such a manner;

3. A statement that the requirement not to discriminate in the education program or activity extends to admission and employment, and that inquiries about the application of Title IX may be referred to the Title IX Coordinator, to the Assistant Secretary for Civil Rights of the United States Department of Education, or both; and

4. Notice of the school district's grievance procedures and grievance process contained in this policy, including how to report or file a complaint of sex discrimination, how to report or file a formal complaint of sexual harassment, and how the school district will respond.

XV. RECORDKEEPING

A. The school district must create, and maintain for a period of seven calendar years, records of any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment. In each instance, the school district must document:

1. The basis for the school district's conclusion that its response to the report or formal complaint was not deliberately indifferent;

2. The measures the school district has taken that are designed to restore or preserve equal access to the school district's education program or activity; and

3. If the school district does not provide a complainant with supportive measures, then it must document the reasons why such a response was not clearly unreasonable in light of the known circumstances. Such a record must be maintained for a period of seven years.

4. The documentation of certain bases or measures does not limit the

recipient in the future from providing additional explanations or detailing additional measures taken.

B. The school district must also maintain for a period of seven calendar years records of:

1. Each sexual harassment investigation including any determination regarding responsibility, any disciplinary sanctions imposed on the respondent, and any remedies provided to the complainant designed to restore or preserve equal access to the recipient's education program or activity;

2. Any appeal and the result therefrom;

3. Any informal resolution and the result therefrom; and

4. All materials used to train Title IX Personnel.

Legal References: Minn. Stat. § 121A.04 (Athletic Programs; Sex Discrimination)
Minn. Stat. §§ 121A.40 – 121A.575 (Minnesota Pupil Fair Dismissal Act)
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
20 U.S.C. §§ 1681-1688 (Title IX of the Education Amendments)
34 C.F.R. Part 106 (Implementing Regulations of Title IX)
20 U.S.C § 1400, *et seq.* (Individuals with Disabilities Education Act)
29 U.S.C. § 794 (Section 504 of the Rehabilitation Act)
42 U.S.C. § 12101, *et seq.* (Americans with Disabilities Act)
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act of 1974)
20 U.S.C. § 1092 *et seq.* (Jeanne Clery Disclosure of Campus Security and Campus Crime Statistics Act ("Clery Act")

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

Adopted: _____ *MSBA/MASA Model Policy 521*

Orig. 1995

Revised: _____ *Rev. 2024*

521 STUDENT DISABILITY NONDISCRIMINATION

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

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

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

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

1. has a physical or mental impairment that substantially limits one or more of such person's major life activities; or

2. has a record of such an impairment;

3. is regarded as having such an impairment; or

4. has an impairment that is episodic or in remission and would materially limit a major life activity when active.

[NOTE: The 2024 Minnesota legislature revised the definition of 'disability' in Minnesota Statutes, section 363A.03, subdivision 12]

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

III. COORDINATOR

Persons who have questions or comments should contact _____ (title, name, office address, and telephone number). This person is the school district's Americans with Disabilities Act/Section 504 coordinator. Persons who wish to make a complaint regarding a disability discrimination matter may use the accompanying Student Disability Discrimination Grievance Report Form. The form should be given to the ADA/Section 504 coordinator.

Legal References: Minn. Stat. § 363A.03, Subd. 12 (Definitions)
42 U.S.C. Ch. 126 (Equal Opportunity for Individuals with Disabilities)
29 U.S.C. § 794 *et seq.* (Rehabilitation Act of 1973, § 504)
34 C.F.R. Part 104 (Section 504 Implementing Regulations)

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

Adopted: _____ *MSBA/MASA Model Policy 520*

Orig. 1995

Revised: _____ *Rev. 2022*

520 STUDENT SURVEYS

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

I. PURPOSE

Occasionally, the school district utilizes surveys to obtain student opinions and information about students. The purpose of this policy is to establish the parameters of information that may be sought in student surveys.

II. GENERAL STATEMENT OF POLICY

Student surveys may be conducted as determined necessary by the school district. Surveys, analyses, and evaluations conducted as part of any program funded through the U.S. Department of Education must comply with 20 United States Code section 1232h.

III. STUDENT SURVEYS IN GENERAL

A. Student surveys will be conducted anonymously and in an indiscernible fashion. No mechanism will be used for identifying the participating student in any way. No attempt will be made in any way to identify a student survey participant. No requirement that the student return the survey shall exist, and no record of the student's returning a survey will be maintained.

B. The superintendent may choose not to approve any survey that seeks probing personal and/or sensitive information that could result in identifying the survey participant, or is discriminatory in nature based on age, race, color, sex, disability, religion, or national origin.

C. Surveys containing questions pertaining to the student's or the student's parent(s) or guardian(s) personal beliefs or practices in sex, family life, morality, and religion will not be administered to any student unless the parent or guardian of the student is notified in writing that such survey is to be administered and the parent or guardian of the student gives written permission for the student to participate or has the opportunity to opt out of the survey depending upon how the survey is funded. Any and all documents containing the written permission of a parent for a student to participate in a survey will be maintained by the school district in a file separate from the survey responses.

D. Although the survey is conducted anonymously, potential exists for personally identifiable information to be provided in response thereto. To the extent that personally identifiable information of a student is contained in his or her responses to a survey, the school district will take appropriate steps to ensure the data is protected in accordance with Minnesota Statutes chapter 13 (Minnesota Government Data Practices Act), 20 United States Code section 1232g (Family Educational Rights and Privacy Act) and 34 Code of Federal Regulations Part 99.

E. The school district must not impose an academic or other penalty on a student who opts out of participating in a student survey.

IV. STUDENT SURVEYS CONDUCTED AS PART OF DEPARTMENT OF EDUCATION

PROGRAM

A. All instructional materials, including teacher's manuals, films, tapes, or other supplementary material which will be used in connection with any survey, analysis, or evaluation as part of any program funded in whole or in part by the U.S. Department of Education, shall be available for inspection by the parents or guardians of the students.

B. No student shall be required, as part of any program funded in whole or in part by the U.S. Department of Education, without the prior consent of the student (if the student is an adult or emancipated minor), or, in the case of an unemancipated minor, without the prior written consent of the parent, to submit to a survey that reveals information concerning:

1. political affiliations or beliefs of the student or the student's parent;

2. mental and psychological problems of the student or the student's family;

3. sex behavior or attitudes;

4. illegal, antisocial, self-incriminating, or demeaning behavior;

5. critical appraisals of other individuals with whom respondents have close family relationships;

6. legally recognized privileged or analogous relationships, such as those of lawyers, physicians, and ministers;

7. religious practices, affiliations, or beliefs of the student or the student's parent; or

8. income (other than that required by law to determine eligibility for participation in a program or for receiving financial assistance under such program).

C. A school district that receives funds under any program funded by the U.S. Department of Education shall develop local policies consistent with Sections IV.A. and IV.B., above, concerning student privacy, parental access to information, and administration of certain physical examinations to minors.

1. The following policies are to be adopted in consultation with parents:

a. The right of a parent to inspect, on request, a survey, including an evaluation, created by a third party before the survey is administered or distributed by a school to a student, including procedures for granting a parent's request for reasonable access to such survey within a reasonable period of time after the request is received.

"Parent" means a legal guardian or other person acting *in loco parentis* (in place of a parent), such as a grandparent or stepparent with whom the child lives, or a person who is legally responsible for the welfare of the child.

b. Arrangements to protect student privacy in the event of the administration or distribution of a survey, including an evaluation, to a

student which contains one or more of the items listed in Section IV.B., above, including the right of a parent of a student to inspect, on request, any such survey.

c. The right of a parent of a student to inspect, on request, any instructional material used as part of the educational curriculum for the student and procedures for granting a request by a parent for such access within a reasonable period of time after the request is received.

"Instructional material" means instructional content that is provided to a student, regardless of format, including printed or representational materials, audio-visual materials, and materials in electronic or digital formats (i.e., materials accessible through the Internet). The term does not include academic tests or academic assessments.

d. The administration of physical examinations or screenings that the school district may administer to a student. This provision does not apply to a survey administered to a student in accordance with the Individuals with Disabilities Education Act (20 United States Code section 1400, *et seq.*).

e. The collection, disclosure, or use of personal information collected from students for the purpose of marketing or for selling that information (or otherwise providing the information to others for that purpose), including arrangements to protect student privacy that are provided by the school district in the event of such collection, disclosure, or use.

(1) "Personal information" means individually identifiable information including a student or parent's first and last name; a home or other physical address (including street name and the name of the city or town); a telephone number; or a Social Security identification number.

(2) This provision does not apply to the collection, disclosure, or use of personal information collected from students for the exclusive purpose of developing, evaluating, or providing educational products or services for, or to, students or educational institutions, such as:

(a) college or other post-secondary education recruitment or military;

(b) book clubs, magazines, and programs providing access to low cost literary products;

(c) curriculum and instructional materials used by elementary and secondary schools;

(d) tests and assessments used by elementary schools and secondary schools to provide cognitive, evaluative, diagnostic, clinical, aptitude, or achievement information about students, or to generate other statistically useful data for the purpose of securing such tests and assessments and the subsequent analysis and public release of the aggregate data from such tests and assessments;

(e) the sale by students of products or services to raise funds for school-related or education-related activities; and

(f) student recognition programs.

(3) The right of a parent to inspect, on request, any instrument used in the collection of information, as described in Section IV.C.1., Subparagraph e., above, before the instrument is administered or distributed to a student and procedures for granting a request by a parent for reasonable access to such an instrument within a reasonable period of time after the request is received.

2. The policies adopted under Section IV.C., Subparagraph 1., above, shall provide for reasonable notice of the adoption or continued use of such policies directly to parents of students enrolled in or served by the school district.

a. The notice will be provided at least annually, at the beginning of the school year, and within a reasonable period of time after any substantive change in a policy.

b. The notice will provide parents with an opportunity to opt out of participation in the following activities:

(1) Activities involving the collection, disclosure, or use of personal information collected from students for the purpose of marketing or for selling that information, or otherwise providing that information to others for that purpose.

(2) The administration of any third-party survey (non-Department of Education funded) containing one or more of the items contained in Section IV.B., above.

(3) Any nonemergency, invasive physical examination or screening that is required as a condition of attendance, administered by the school and scheduled by the school in advance, and not necessary to protect the immediate health and safety of the student or other students.

"Invasive physical examination" means any medical examination that involves the exposure of private body parts, or act during such examination that includes incision, insertion, or injection into the body, but does not include a hearing, vision, or scoliosis screening.

c. The notice will advise students of the specific or approximate dates during the school year when the activities in Section IV.C.2., Subparagraph b., above, are scheduled, or expected to be scheduled.

d. The notice provisions shall not be construed to preempt applicable provisions of state law that require parental notification and do not apply to any physical examination or screening that is permitted or required by applicable state law, including physical examinations or screenings that are permitted without parental

notification.

V. NOTICE

A. The school district must give parents and students notice of this policy at the beginning of each school year and after making substantive changes to this policy.

B. The school district must inform parents at the beginning of the school year if the district or school has identified specific or approximate dates for administering surveys and give parents reasonable notice of planned surveys scheduled after the start of the school year. The school district must give parents direct, timely notice when their students are scheduled to participate in a student survey by United States mail, e-mail, or another direct form of communication.

C. The school district must give parents the opportunity to review the survey and to opt their students out of participating in the survey.

Legal References:
Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 121A.065 (District Surveys to Collect Student Information; Parent Notice and Opportunity for Opting Out)
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)
20 U.S.C. § 1232h (Protection of Pupil Rights)
34 C.F.R. § 99 (Family Educational Rights and Privacy Act Regulations)
Gonzaga University v. Doe, 536 U.S. 273 (2002)
C.N. v. Ridgewood Bd. of Educ., 430 F.3d. 159 (3rd Cir. 2005)
Fields v. Palmdale School Dist., 427 F.3d. 1197 (9th Cir. 2005)

Cross References:
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)
MSBA/MASA Model Policy 522 (Title IX Sex Nondiscrimination, Grievance Procedure and Process)

Adopted: _____ *MSBA/MASA Model Policy 506*

Orig. 1995

Revised: _____ *Rev. 2024 (June)*

506 STUDENT DISCIPLINE

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

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

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

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

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

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

III. DEFINITIONS

A. "Nonexclusionary disciplinary policies and practices" means policies and practices that are alternatives to dismissing a pupil from school, including but not limited to evidence-based positive behavior interventions and supports, social and emotional services, school-linked mental health services, counseling services, social work services, academic screening for Title 1 services or reading interventions, and alternative education services. Nonexclusionary disciplinary policies and practices

include but are not limited to the policies and practices under Minnesota Statutes, sections 120B.12; 121A.575, clauses (1) and (2); 121A.031, subdivision 4, paragraph (a), clause (1); 121A.61, subdivision 3, paragraph (r); and 122A.627, clause (3).

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

IV. POLICY

A. The school board must establish uniform criteria for dismissal and adopt written policies and rules to effectuate the purposes of the Minnesota Pupil Fair Dismissal Act. The policies must include nonexclusionary disciplinary policies and practices consistent with Minnesota Statutes, section 121A.41, subdivision 12, and must emphasize preventing dismissals through early detection of problems. The policies must be designed to address students' inappropriate behavior from recurring.

B. The policies must recognize the continuing responsibility of the school for the education of the pupil during the dismissal period.

C. The school is responsible for ensuring that alternative educational services, if the pupil wishes to take advantage of them, must be adequate to allow the pupil to make progress toward meeting the graduation standards adopted under Minnesota Statutes, section 120B.02 and help prepare the pupil for readmission in accordance with section Minnesota Statutes, section 121A.46, subdivision 5.

D. For expulsion and exclusion dismissals and pupil withdrawal agreements as defined in Minnesota Statutes, section 121A.41, subdivision 13:

1. for a pupil who remains enrolled in the school district or is awaiting enrollment in a new district, the school district's continuing responsibility includes reviewing the pupil's schoolwork and grades on a quarterly basis to ensure the pupil is on track for readmission with the pupil's peers. The school district must communicate on a regular basis with the pupil's parent or guardian to ensure that the pupil is completing the work assigned through the alternative educational services as defined in Minnesota Statutes, section 121A.41, subdivision 11. These services are required until the pupil enrolls in another school or returns to the same school;

2. a pupil receiving school-based or school-linked mental health services in the school district under Minnesota Statutes, section 245.4889 continues to be eligible for those services until the pupil is enrolled in a new district; and

3. the school district must provide to the pupil's parent or guardian information on accessing mental health services, including any free or sliding fee providers in the community. The information must also be posted on the school district website.

V. AREAS OF RESPONSIBILITY

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

B. Superintendent. The superintendent shall establish guidelines and directives to carry out this policy, hold all school personnel, students, and parents responsible for conforming to this policy, and support all school personnel performing their duties

within the framework of this policy. The superintendent shall also establish guidelines and directives for using the services of appropriate agencies for assisting students and parents. Any guidelines or directives established to implement this policy shall be submitted to the school board for approval and shall be attached as an addendum to this policy.

C. Principal. The school principal is given the responsibility and authority to formulate building rules and regulations necessary to enforce this policy, subject to final school board approval. The principal shall give direction and support to all school personnel performing their duties within the framework of this policy. The principal shall consult with parents of students conducting themselves in a manner contrary to the policy. The principal shall also involve other professional employees in the disposition of Behavior referrals and shall make use of those agencies appropriate for assisting students and parents. A principal, in exercising the person's lawful authority, may use reasonable force when it is necessary under the circumstances to correct or restrain a student to prevent bodily harm or death to the student or another. A principal shall not use prone restraint and shall not inflict any form of physical holding that restricts or impairs a student's ability to breathe; restricts or impairs a student's ability to communicate distress; places pressure or weight on a student's head, throat, neck, chest, lungs, sternum, diaphragm, back, or abdomen; or results in straddling a student's torso.

D. Teachers. All teachers shall be responsible for providing a well-planned teaching/learning environment and shall have primary responsibility for student conduct, with appropriate assistance from the administration. All teachers shall enforce the Code of Student Conduct. A teacher, in exercising the person's lawful authority, may use reasonable force when it is necessary under the circumstances to correct or restrain a student to prevent bodily harm or death to the student or another. A teacher shall not use prone restraint and shall not inflict any form of physical holding that restricts or impairs a student's ability to breathe; restricts or impairs a student's ability to communicate distress; places pressure or weight on a student's head, throat, neck, chest, lungs, sternum, diaphragm, back, or abdomen; or results in straddling a student's torso.

E. Other School District Personnel. All school district personnel shall be responsible for contributing to the atmosphere of mutual respect within the school. Their responsibilities relating to student behavior shall be as authorized and directed by the superintendent. A school employee, school bus driver, or other agent of a school district, in exercising the person's lawful authority, may use reasonable force when it is necessary under the circumstances to restrain a student to prevent bodily harm or death to the student or another. A school employee, which does not include a school resource officer, shall not use prone restraint and shall not inflict any form of physical holding that restricts or impairs a student's ability to breathe; restricts or impairs a student's ability to communicate distress; places pressure or weight on a student's head, throat, neck, chest, lungs, sternum, diaphragm, back, or abdomen; or results in straddling a student's torso.

For the purpose of Minnesota Statutes, section 121A.582 (Student Discipline; Reasonable Force), a school resource officer, as defined in Minnesota Statutes, section 626.8482, subdivision 1, paragraph (c) is not a school employee or agent of the district.

F. Parents or Legal Guardians. Parents and guardians shall be held responsible for the behavior of their children as determined by law and community practice. They are expected to cooperate with school authorities and to participate regarding the behavior of their children.

G. Students. All students shall be held individually responsible for their behavior and for knowing and obeying the Code of Student Conduct and this policy.

H. Community Members. Members of the community are expected to contribute to the establishment of an atmosphere in which rights and duties are effectively acknowledged and fulfilled.

I. Reasonable Force Reports

1. The school district must report data on its use of any reasonable force used on a student with a disability to correct or restrain the student to prevent bodily harm or death to the student or another that is consistent with the definition of physical holding under Minnesota Statutes, section 125A.0941, paragraph (c), as outlined in section 125A.0942, subdivision 3, paragraph (b).

2. Beginning with the 2024-2025 school year, the school district must report annually by July 15, in a form and manner determined by the MDE Commissioner, data from the prior school year about any reasonable force used on a general education student to correct or restrain the student to prevent bodily harm or death to the student or another that is consistent with the definition of physical holding under Minnesota Statutes, section 125A.0941, paragraph (c).

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

VI. STUDENT RIGHTS

All students have the right to an education and the right to learn.

VII. STUDENT RESPONSIBILITIES

All students have the responsibility:

A. For their behavior and for knowing and obeying all school rules, regulations, policies, and procedures;

B. To attend school daily, except when excused, and to be on time to all classes and other school functions;

C. To pursue and attempt to complete the courses of study prescribed by the state and local school authorities;

D. To make necessary arrangements for making up work when absent from school;

E. To assist the school staff in maintaining a safe school for all students;

F. To be aware of all school rules, regulations, policies, and procedures, including those in this policy, and to conduct themselves in accord with them;

G. To assume that until a rule or policy is waived, altered, or repealed, it is in full force and effect;

H. To be aware of and comply with federal, state, and local laws;

I. To volunteer information in disciplinary cases should they have any knowledge relating to such cases and to cooperate with school staff as appropriate;

J. To respect and maintain the school's property and the property of others;

K. To dress and groom in a manner which meets standards of safety and health and common standards of decency and which is consistent with applicable school district policy;

L. To avoid inaccuracies in student newspapers or publications and refrain from indecent or obscene language;

M. To conduct themselves in an appropriate physical or verbal manner; and

N. To recognize and respect the rights of others.

VIII. CODE OF STUDENT CONDUCT

A. The following are examples of unacceptable behavior subject to disciplinary action by the school district. These examples are not intended to be an exclusive list. Any student who engages in any of these activities shall be disciplined in accordance with this policy. This policy applies to all school buildings, school grounds, and school property or property immediately adjacent to school grounds; school-sponsored activities or trips; school bus stops; school buses, school vehicles, school contracted vehicles, or any other vehicles approved for school district purposes; the area of entrance or departure from school premises or events; and all school-related functions, school-sponsored activities, events, or trips. School district property also may mean a student's walking route to or from school for purposes of attending school or school-related functions, activities, or events. While prohibiting unacceptable behavior subject to disciplinary action at these locations and events, the school district does not represent that it will provide supervision or assume liability at these locations and events. This policy also applies to any student whose conduct at any time or in any place interferes with or obstructs the mission or operations of the school district or the safety or welfare of the student, other students, or employees.

1. Violations against property including, but not limited to, damage to or destruction of school property or the property of others, failure to compensate for damage or destruction of such property, arson, breaking and entering, theft, robbery, possession of stolen property, extortion, trespassing, unauthorized usage, or vandalism;

2. The use of profanity or obscene language, or the possession of obscene materials;

3. Gambling, including, but not limited to, playing a game of chance for stakes;

4. Violation of the school district's Hazing Prohibition Policy;

5. Attendance problems including, but not limited to, truancy, absenteeism, tardiness, skipping classes, or leaving school grounds without permission;

6. Violation of the school district's Student Attendance Policy;

7. Opposition to authority using physical force or violence;

8. Using, possessing, or distributing tobacco, tobacco-related devices, electronic cigarettes, or tobacco paraphernalia in violation of the school district's Tobacco-Free Environment; Possession and Use of Tobacco, Tobacco-Related Devices, and Electronic Delivery Devices Policy;

9. Using, possessing, distributing, intending to distribute, making a request to another person for (solicitation), or being under the influence of alcohol or other intoxicating substances or look-alike substances;

10. Using, possessing, distributing, intending to distribute, making a request to another person for (solicitation), or being under the influence of narcotics, drugs, or other controlled substances (except as prescribed by a physician), or look-alike substances (these prohibitions include medical marijuana or medical cannabis, even when prescribed by a physician, and one student sharing prescription medication with another student);

11. Using, possessing, or distributing items or articles that are illegal or harmful to persons or property including, but not limited to, drug paraphernalia;

12. Using, possessing, or distributing weapons, or look-alike weapons or other dangerous objects;

13. Violation of the school district's Weapons Policy;

14. Violation of the school district's Violence Prevention Policy;

15. Possession of ammunition including, but not limited to, bullets or other projectiles designed to be used in or as a weapon;

16. Possession, use, or distribution of explosives or any compound or mixture, the primary or common purpose or intended use of which is to function as an explosive;

17. Possession, use, or distribution of fireworks or any substance or combination of substances or article prepared for the purpose of producing a visible or an audible effect by combustion, explosion, deflagration or detonation;

18. Using an ignition device, including a butane or disposable lighter or matches, inside an educational building and under circumstances where there is a risk of fire, except where the device is used in a manner authorized by the school;

19. Violation of any local, state, or federal law as appropriate;

20. Acts disruptive of the educational process, including, but not limited to, disobedience, disruptive or disrespectful behavior, defiance of authority, cheating, insolence, insubordination, failure to identify oneself, improper activation of fire alarms, or bomb threats;

21. Violation of the school district's Internet Acceptable Use and Safety Policy;

22. Use of a cell phone in violation of the school district's Internet Acceptable Use and Safety Policy;

23. Violation of school bus or transportation rules or the school district's

Student Transportation Safety Policy;

24. Violation of parking or school traffic rules and regulations, including, but not limited to, driving on school property in such a manner as to endanger persons or property;

25. Violation of directives or guidelines relating to lockers or improperly gaining access to a school locker;

26. Violation of the school district's Search of Student Lockers, Desks, Personal Possessions, and Student's Person Policy;

27. Violation of the school district's Student Use and Parking of Motor Vehicles; Patrols, Inspections, and Searches Policy;

28. Possession or distribution of slanderous, libelous, or pornographic materials;

29. Violation of the school district's Bullying Prohibition Policy;

30. Student attire or personal grooming which creates a danger to health or safety or creates a disruption to the educational process, including clothing which bears a message which is lewd, vulgar, or obscene, apparel promoting products or activities that are illegal for use by minors, or clothing containing objectionable emblems, signs, words, objects, or pictures communicating a message that is racist, sexist, or otherwise derogatory to a protected minority group or which connotes gang membership;

31. Criminal activity;

32. Falsification of any records, documents, notes, or signatures;

33. Tampering with, changing, or altering records or documents of the school district by any method including, but not limited to, computer access or other electronic means;

34. Scholastic dishonesty which includes, but is not limited to, cheating on a school assignment or test, plagiarism, or collusion, including the use of picture phones or other technology to accomplish this end;

35. Impertinent or disrespectful words, symbols, acronyms, or language, whether oral or written, related to teachers or other school district personnel;

36. Violation of the school district's Harassment and Violence Policy;

37. Actions, including fighting or any other assaultive behavior, which causes or could cause injury to the student or other persons or which otherwise endangers the health, safety, or welfare of teachers, students, other school district personnel, or other persons;

38. Committing an act which inflicts great bodily harm upon another person, even though accidental or a result of poor judgment;

39. Violations against persons, including, but not limited to, assault or threatened assault, fighting, harassment, interference or obstruction, attack with a weapon, or look-alike weapon, sexual assault, illegal or inappropriate sexual conduct, or indecent exposure;

40. Verbal assaults or verbally abusive behavior including, but not limited to, use of words, symbols, acronyms, or language, whether oral or written, that are discriminatory, abusive, obscene, threatening, intimidating, degrading to other people, or threatening to school property;

41. Physical or verbal threats including, but not limited to, the staging or reporting of dangerous or hazardous situations that do not exist;

42. Inappropriate, abusive, threatening, or demeaning actions based on race, color, creed, religion, sex, marital status, status with regard to public assistance, disability, national origin, or sexual orientation;

43. Violation of the school district's Distribution of Nonschool-Sponsored Materials on School Premises by Students and Employees Policy;

44. Violation of the school district's one-to-one device rules and regulations;

45. Violation of school rules, regulations, policies, or procedures, including, but not limited to, those policies specifically enumerated in this policy;

46. Other acts, as determined by the school district, which are disruptive of the educational process or dangerous or detrimental to the student or other students, school district personnel or surrounding persons, or which violate the rights of others or which damage or endanger the property of the school, or which otherwise interferes with or obstruct the mission or operations of the school district or the safety or welfare of students or employees.

IX. RECESS AND OTHER BREAKS

A. "Recess detention" means excluding or excessively delaying a student from participating in a scheduled recess period as a consequence for student behavior. Recess detention does not include, among other things, providing alternative recess at the student's choice.

B. The school district is encouraged to ensure student access to structured breaks from the demands of school and to support teachers, principals, and other school staff in their efforts to use evidence-based approaches to reduce exclusionary forms of discipline.

C. The school district must not use recess detention unless:

1. a student causes or is likely to cause serious physical harm to other students or staff;

2. the student's parent or guardian specifically consents to the use of recess detention; or

3. for students receiving special education services, the student's individualized education program team has determined that withholding recess is appropriate based on the individualized needs of the student.

D. The school district must not withhold recess from a student based on incomplete schoolwork.

E. The school district must require school staff to make a reasonable attempt to notify a parent or guardian within 24 hours of using recess detention.

F. The school district must compile information on each recess detention at the end of each school year, including the student's age, grade, gender, race or ethnicity, and special education status. This information must be available to the public upon request. The school district is encouraged to use the data in professional development promoting the use of nonexclusionary discipline.

G. The school district must not withhold or excessively delay a student's participation in scheduled mealtimes. This section does not alter a district or school's existing responsibilities under Minnesota Statutes, section 124D.111 or other state or federal law.

X. DISCIPLINARY ACTION OPTIONS

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

A. Student conference with teacher, principal, counselor, or other school district personnel, and verbal warning;

B. Confiscation by school district personnel and/or by law enforcement of any item, article, object, or thing, prohibited by, or used in the violation of, any school district policy, rule, regulation, procedure, or state or federal law. If confiscated by the school district, the confiscated item, article, object, or thing will be released only to the parent/guardian following the completion of any investigation or disciplinary action instituted or taken related to the violation.

C. Parent contact;

D. Parent conference;

E. Removal from class;

F. In-school suspension;

G. Suspension from extracurricular activities;

H. Detention or restriction of privileges;

I. Loss of school privileges;

J. In-school monitoring or revised class schedule;

K. Referral to in-school support services;

L. Referral to community resources or outside agency services;

M. Financial restitution;

N. Referral to police, other law enforcement agencies, or other appropriate authorities;

O. A request for a petition to be filed in district court for juvenile delinquency adjudication;

P. Out-of-school suspension under the Pupil Fair Dismissal Act;

Q. Preparation of an admission or readmission plan;

R. Saturday school;

S. Expulsion under the Pupil Fair Dismissal Act;

T. Exclusion under the Pupil Fair Dismissal Act; and/or

U. Other disciplinary action as deemed appropriate by the school district.

XI. REMOVAL OF STUDENTS FROM CLASS

A. The teacher of record shall have the general control and government of the classroom. Teachers have the responsibility of attempting to modify disruptive student behavior by such means as conferring with the student, using positive reinforcement, assigning detention or other consequences, or contacting the student's parents. When such measures fail, or when the teacher determines it is otherwise appropriate based upon the student's conduct, the teacher shall have the authority to remove the student from class pursuant to the procedures established by this discipline policy. "Removal from class" and "removal" mean any actions taken by a teacher, principal, or other school district employee to prohibit a student from attending a class or activity period for a period of time not to exceed five (5) days, pursuant to this discipline policy.

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

1. Willful conduct that significantly disrupts the rights of others to an education, including conduct that interferes with a teacher's ability to teach or communicate effectively with students in a class or with the ability of other students to learn;

2. Willful conduct that endangers surrounding persons, including school district employees, the student or other students, or the property of the school;

3. Willful violation of any school rules, regulations, policies or procedures, including the Code of Student Conduct in this policy; or

4. Other conduct, which in the discretion of the teacher or administration, requires removal of the student from class.

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

A student must be removed from class immediately if the student engages in assault or violent behavior. "Assault" is an act done with intent to cause fear in another of immediate bodily harm or death; or the intentional infliction of, or attempt to inflict, bodily harm upon another.

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

from class.

[NOTE: The following Sections C. - J. must be developed and inserted by each school district based upon individual district practices, procedures, and preferences. School districts may consider developing and inserting procedures identified in Sections K-N.]

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

1. Specify procedures to remove a student from a class to be followed by a teacher, school administrator, or other school district employee;

2. Specify required approvals necessary;

3. Specify paperwork and reporting procedures.

D. Period of Time for which a Student may be Removed from a Class (may not exceed five (5) class periods for a violation of a rule of conduct)

1. The removal from class shall be for a period of time deemed appropriate by the principal, in consultation with the teacher.

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

1. Designation of where student is to go when removed;

2. Designation of how student is to get to designated destination;

3. Whether student must be accompanied;

4. Statement of what student is to do when and while removed;

5. Designation of who has control over and responsibility for student after removal from class.

F. Procedures for Return of a Student to a Specific Class from Which the Student was Removed.

1. Specification of procedures;

2. Actions or approvals required such as notes, conferences, readmission plans.

G. Procedures for Notifying a Student and the Student's Parents or Guardian of Violation of the Rules of Conduct and of Resulting Disciplinary Actions;

1. Specification of Procedures;

2. Actions or approvals required, such as notes, conferences, readmission plans.

H. Students with a Disability; Special Provisions.

1. Procedures for consideration of whether there is a need for further assessment;

2. Procedures for consideration of whether there is a need for a review of the adequacy of the current Individualized Education Program (IEP) of a

student with a disability who is removed from class or disciplined; and

3. Any procedures determined appropriate for referring students in need of special education services to those services.

I. Procedures for Detecting and Addressing Chemical Abuse Problems of Students While on School Premises.

1. Establishment of a chemical abuse preassessment team pursuant to Minnesota Statutes, section 121A.26;

2. Establishment of teacher reporting procedures to the chemical abuse preassessment team pursuant to Minnesota Statutes, section 121A.29.

J. Procedures for Immediate and Appropriate Interventions Tied to Violations of the Code of Student Conduct.

K. Any Procedures Determined Appropriate for Encouraging Early Involvement of Parents or Guardians in Attempts to Improve a Student's Behavior.

L. Any Procedures Determined Appropriate for Encouraging Early Detection of Behavioral Problems.

M. Any Procedures Determined Appropriate for Referring a Student in Need of Special Education Services to Those Services;

N. Any Procedures Determined Appropriate for Ensuring Victims of Bullying who Respond with Behavior not Allowed under the School's Behavior Policies have Access to a Remedial Response, Consistent with Minnesota Statutes, section 121A.031;

O. Unscheduled Student Removal From Class

A public school is encouraged to adopt a school policy on parental notification for unscheduled student removal from class. The public school must consult with child abuse prevention experts to incorporate best practices into the school policy. A public school with a policy on parental notification must include the policy in the employee handbook and disseminate information to school staff regarding child abuse prevention in a school setting.

[NOTE: The 2024 Minnesota legislature enacted this provision, which does not require a school board to adopt policy language. School districts may determine whether to adopt policy language.]

XII. DISMISSAL

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

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

The school district shall not dismiss any student without attempting to use nonexclusionary disciplinary policies and procedures before dismissal proceedings or pupil withdrawal agreements, except where it appears that the student will create an

immediate and substantial danger to self or to surrounding persons or property.

The use of exclusionary practices for early learners as defined in Minnesota Statutes, section 121A.425, is prohibited. The use of exclusionary practices to address attendance and truancy issues is prohibited.

B. Violations leading to suspension, based upon severity, may also be grounds for actions leading to expulsion, and/or exclusion. A student may be dismissed on any of the following grounds:

1. Willful violation of any reasonable school board regulation, including those found in this policy;

2. Willful conduct that significantly disrupts the rights of others to an education, or the ability of school personnel to perform their duties, or school sponsored extracurricular activities; or

3. Willful conduct that endangers the student or other students, or surrounding persons, including school district employees, or property of the school.

C. Disciplinary Dismissals Prohibited

1. A pupil enrolled in the following is not subject to dismissals under the Pupil Fair Dismissal Act:

a. a preschool or prekindergarten program, including an early childhood family education, school readiness, voluntary prekindergarten, Head Start, or other school-based preschool or prekindergarten program; or

b. kindergarten through Grade 3.

2. This section does not apply to a dismissal from school for less than one school day, except as provided under Minnesota Statutes, chapter 125A and federal law for a student receiving special education services.

3. Notwithstanding this section, expulsions and exclusions may be used only after resources outlined under Nonexclusionary discipline have been exhausted, and only in circumstances where there is an ongoing serious safety threat to the child or others.

D. <u>Suspension Procedures</u>

1. "Suspension" means an action by the school administration, under rules promulgated by the school board, prohibiting a student from attending school for a period of no more than ten (10) school days; provided, however, if a suspension is longer than five (5) school days, the suspending administrator shall provide the superintendent with a reason for the longer term of suspension. This definition does not apply to dismissal for one (1) school day or less where a student with a disability does not receive regular or special education instruction during that dismissal period.

2. School administration must allow a suspended pupil the opportunity to complete all school work assigned during the period of the pupil's suspension and to receive full credit for satisfactorily completing the assignments. The school principal or other person having administrative control of the school building or program is encouraged to designate a district or school employee

as a liaison to work with the pupil's teachers to allow the suspended pupil to (1) receive timely course materials and other information, and (2) complete daily and weekly assignments and receive teachers' feedback.

3. If a student's total days of removal from school exceed ten (10) cumulative days in a school year, the school district shall make reasonable attempts to convene a meeting with the student and the student's parent or guardian before subsequently removing the student from school and, with the permission of the parent or guardian, arrange for a mental health screening for the student at the parent or guardian's expense. The purpose of this meeting is to attempt to determine the student's need for assessment or other services or whether the parent or guardian should have the student assessed or diagnosed to determine whether the student needs treatment for a mental health disorder.

4. The definition of suspension under Minnesota Statutes, section 121A.41, subdivision 10, does not apply to a student's dismissal from school for less than one day, except as provided under federal law for a student with a disability. Each suspension action may include a readmission plan. The plan shall include, where appropriate, a provision for implementing alternative educational services upon readmission which must not be used to extend the current suspension. A readmission plan must not obligate a parent or guardian to provide psychotropic drugs to their student as a condition of readmission. School administration must not use the refusal of a parent or guardian to consent to the administration of psychotropic drugs to their student or to consent to a psychiatric evaluation, screening, or examination of the student as a ground, by itself, to prohibit the student from attending class or participating in a school-related activity, or as a basis of a charge of child abuse, child neglect, or medical or educational neglect. The school administration may not impose consecutive suspensions against the same student for the same course of conduct, or incident of misconduct, except where the student will create an immediate and substantial danger to self or to surrounding persons or property or where the school district is in the process of initiating an expulsion, in which case the school administration may extend the suspension to a total of fifteen (15) days.

5. A child with a disability may be suspended. When a child with a disability has been suspended for more than five (5) consecutive days or ten (10) cumulative school days in the same year, and that suspension does not involve a recommendation for expulsion or exclusion or other change in placement under federal law, relevant members of the child's IEP team, including at least one of the child's teachers, shall meet and determine the extent to which the child needs services in order to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals in the child's IEP. That meeting must occur as soon as possible, but no more than ten (10) days after the sixth (6^{th}) consecutive day of suspension or the tenth (10^{th}) cumulative day of suspension has elapsed.

6. Alternative education services must be provided to a pupil who is suspended for more than five (5) consecutive school days. Alternative educational services may include, but are not limited to, special tutoring, modified curriculum, modified instruction, other modifications or adaptations, instruction through electronic media, special education services as indicated by appropriate assessments, homebound instruction, supervised homework, or enrollment in another district or in an alternative learning center under Minnesota Statutes, section 123A.05 selected to allow the student to progress toward meeting graduation standards under Minnesota Statutes, section

120B.02, although in a different setting.

7. The school administration shall not suspend a student from school without an informal administrative conference with the student. The informal administrative conference shall take place before the suspension, except where it appears that the student will create an immediate and substantial danger to self or to surrounding persons or property, in which case the conference shall take place as soon as practicable following the suspension. At the informal administrative conference, a school administrator shall notify the student of the grounds for the suspension, provide an explanation of the evidence the authorities have, and the student may present the student's version of the facts. A separate administrative conference is required for each period of suspension.

8. After school administration notifies a student of the grounds for suspension, school administration may, instead of imposing the suspension, do one or more of the following:

   a. strongly encourage a parent or guardian of the student to attend school with the student for one day;

   b. assign the student to attend school on Saturday as supervised by the principal or the principal's designee; and

   c. petition the juvenile court that the student is in need of services under Minnesota Statutes, chapter 260C.

9. A written notice containing the grounds for suspension, a brief statement of the facts, a description of the testimony, a readmission plan, and a copy of the Minnesota Pupil Fair Dismissal Act, Minnesota Statutes, sections 121A.40-121A.56, shall be personally served upon the student at or before the time the suspension is to take effect, and upon the student's parent or guardian by mail within forty-eight (48) hours of the conference. (See attached sample Notice of Suspension.)

10. The school administration shall make reasonable efforts to notify the student's parent or guardian of the suspension by telephone as soon as possible following suspension.

11. In the event a student is suspended without an informal administrative conference on the grounds that the student will create an immediate and substantial danger to surrounding persons or property, the written notice shall be served upon the student and the student's parent or guardian within forty-eight (48) hours of the suspension. Service by mail shall be complete upon mailing.

12. Notwithstanding the foregoing provisions, the student may be suspended pending the school board's decision in an expulsion or exclusion proceeding, provided that alternative educational services are implemented to the extent that suspension exceeds five (5) consecutive school days.

E. Expulsion and Exclusion Procedures

1. "Expulsion" means a school board action to prohibit an enrolled student from further attendance for up to twelve (12) months from the date the student is expelled. The authority to expel rests with the school board.

2. "Exclusion" means an action taken by the school board to prevent

enrollment or re-enrollment of a student for a period that shall not extend beyond the school year. The authority to exclude rests with the school board.

3. All expulsion and exclusion proceedings will be held pursuant to and in accordance with the provisions of the Minnesota Pupil Fair Dismissal Act, Minnesota Statutes, sections 121A.40-121A.56.

4. No expulsion or exclusion shall be imposed without a hearing, unless the right to a hearing is waived in writing by the student and parent or guardian.

5. The student and parent or guardian shall be provided written notice of the school district's intent to initiate expulsion or exclusion proceedings. This notice shall be served upon the student and his or her parent or guardian personally or by mail, and shall contain a complete statement of the facts; a list of the witnesses and a description of their testimony; state the date, time and place of hearing; be accompanied by a copy of the Pupil Fair Dismissal Act, Minnesota Statutes, sections 121A.40-121A.56; describe the nonexclusionary disciplinary practices accorded the student in an attempt to avoid the expulsion proceedings; and inform the student and parent or guardian of their right to: (1) have a representative of the student's own choosing, including legal counsel at the hearing; (2) examine the student's records before the hearing; (3) present evidence; and (4) confront and cross-examine witnesses. The school district must advise the student's parent or guardian that free or low-cost legal assistance may be available and that a legal assistance resource list is available from the Minnesota Department of Education (MDE) and is posted on its website.

6. The hearing shall be scheduled within ten (10) days of the service of the written notice unless an extension, not to exceed five (5) days, is requested for good cause by the school district, student, parent, or guardian.

7. All hearings shall be held at a time and place reasonably convenient to the student, parent, or guardian and shall be closed, unless the student, parent, or guardian requests an open hearing.

8. The school district shall record the hearing proceedings at district expense, and a party may obtain a transcript at its own expense.

9. The student shall have a right to a representative of the student's own choosing, including legal counsel, at the student's sole expense. The school district shall advise the student's parent or guardian that free or low-cost legal assistance may be available and that a legal assistance resource list is available from MDE. The school board may appoint an attorney to represent the school district in any proceeding.

10. If the student designates a representative other than the parent or guardian, the representative must have a written authorization from the student and the parent or guardian providing them with access to and/or copies of the student's records.

11. All expulsion or exclusion hearings shall take place before and be conducted by an independent hearing officer designated by the school district. The hearing shall be conducted in a fair and impartial manner. Testimony shall be given under oath and the hearing officer shall have the power to issue subpoenas and administer oaths.

12. At a reasonable time prior to the hearing, the student, parent or

guardian, or authorized representative shall be given access to all school district records pertaining to the student, including any tests or reports upon which the proposed dismissal action may be based.

13. The student, parent or guardian, or authorized representative, shall have the right to compel the presence of any school district employee or agent or any other person who may have evidence upon which the proposed dismissal action may be based, and to confront and cross-examine any witnesses testifying for the school district.

14. The student, parent or guardian, or authorized representative, shall have the right to present evidence and testimony, including expert psychological or educational testimony.

15. The student cannot be compelled to testify in the dismissal proceedings.

16. The hearing officer shall prepare findings and a recommendation based solely upon substantial evidence presented at the hearing, which must be made to the school board and served upon the parties within two (2) days after the close of the hearing.

17. The school board shall base its decision upon the findings and recommendation of the hearing officer and shall render its decision at a meeting held within five (5) days after receiving the findings and recommendation. The school board may provide the parties with the opportunity to present exceptions and comments to the hearing officer's findings and recommendation provided that neither party presents any evidence not admitted at the hearing. The decision by the school board must be based on the record, must be in writing, and must state the controlling facts on which the decision is made in sufficient detail to apprise the parties and the Commissioner of the Minnesota Department of Education (Commissioner) of the basis and reason for the decision.

18. A party to an expulsion or exclusion decision made by the school board may appeal the decision to the Commissioner within twenty-one (21) calendar days of school board action pursuant to Minnesota Statutes, section 121A.49. The decision of the school board shall be implemented during the appeal to the Commissioner.

19. The school district shall report any suspension, expulsion or exclusion action taken to the appropriate public service agency, when the student is under the supervision of such agency.

20. The school district must report, through the MDE electronic reporting system, each expulsion or exclusion within thirty (30) days of the effective date of the action to the Commissioner. This report must include a statement of alternative educational services given the student and the reason for, the effective date, and the duration of the exclusion or expulsion. The report must also include the student's age, grade, gender, race, and special education status. The dismissal report must include state student identification numbers of affected students.

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

XIII. ADMISSION OR READMISSION PLAN

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

XIV. NOTIFICATION OF POLICY VIOLATIONS

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

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

XV. STUDENT DISCIPLINE RECORDS

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

XVI. STUDENTS WITH DISABILITIES

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

Before initiating an expulsion or exclusion of a student with a disability, relevant members of the child's IEP team and the child's parent shall, consistent with federal law, conduct a manifestation determination and determine whether the child's behavior was (i) caused by or had a direct and substantial relationship to the child's disability and (ii) whether the child's conduct was a direct result of a failure to implement the child's IEP. If the student's educational program is appropriate and the behavior is not a manifestation of the student's disability, the school district will proceed with discipline – up to and including expulsion – as if the student did not have a disability, unless the student's educational program provides otherwise. If the team determines that the behavior subject to discipline is a manifestation of the student's disability, the team shall conduct a functional behavioral assessment and implement a behavioral intervention plan for such student provided that the school district had not conducted such assessment prior to the manifestation determination before the behavior that resulted in a change of placement. Where a behavioral intervention plan previously has been developed, the team will review the behavioral intervention plan and modify it as necessary to address the behavior.

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

XVII. OPEN ENROLLED STUDENTS

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

XVIII. DISCIPLINE COMPLAINT PROCEDURE

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

The Discipline Complaint Procedure must, at a minimum:

1. provide procedures for communicating this policy including the ability for a parent to appeal a decision under Minnesota Statutes, section 121A.49 that contains explicit instructions for filing the complaint;

2. provide an opportunity for involved parties to submit additional information related to the complaint;

3. provide a procedure to begin to investigate complaints within three school days of receipt, and identify personnel who will manage the investigation and any resulting record and are responsible for keeping and regulating access to any record;

4. provide procedures for issuing a written determination to the complainant that addresses each allegation and contains findings and conclusions;

5. if the investigation finds the requirements of Minnesota Statutes, sections 121A.40 to 121A.61, including any local policies that were not implemented appropriately, contain procedures that require a corrective action plan to correct a student's record and provide relevant staff with training, coaching, or other accountability practices to ensure appropriate compliance with policies in the future; and

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

XIX. DISTRIBUTION OF POLICY

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

XX. REVIEW OF POLICY

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

Legal References:

Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 120B.02 (Educational Expectations and Graduation Requirements for Minnesota Students)
Minn. Stat. § 120B.232 (Character Development Education)
Minn. Stat. § 121A.26 (School Preassessment Teams)
Minn. Stat. § 121A.29 (Reporting; Chemical Abuse)
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 121A.575 (Alternatives to Pupil Suspension)
Minn. Stat. § 121A.58 (Corporal Punishment; Prone Restraint; And Certain Physical Holds)
Minn. Stat. § 121A.582 (Student Discipline; Reasonable Force)
Minn. Stat. §§ 121A.60 (Definitions)
Minn. Stat. § 121A.61 (Discipline and Removal of Students from Class)
Minn. Stat. § 121A.611 (Recess and Other Breaks)
Minn. Stat. § 122A.42 (General Control of Schools)
Minn. Stat. § 123A.05 (State-Approved Alternative Program Organization)
Minn. Stat. § 124D.03 (Enrollment Options Program)
Minn. Stat. § 124D.08 (School Boards' Approval to Enroll in Nonresident District; Exceptions)
Minn. Stat. Ch. 125A (Special Education and Special Programs)
Minn. Stat. § 152.22, Subd. 6 (Definitions)
Minn. Stat. § 152.23 (Limitations)
Minn. Stat. Ch. 260A (Truancy)
Minn. Stat. Ch. 260C (Juvenile Safety and Placement)
20 U.S.C. §§ 1400-1487 (Individuals with Disabilities Education Act)
29 U.S.C. § 794 *et seq*. (Rehabilitation Act of 1973, § 504)
34 C.F.R. § 300.530(e)(1) (Manifestation Determination)

Cross References:

MSBA/MASA Model Policy 413 (Harassment and Violence)
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 501 (School Weapons)
MSBA/MASA Model Policy 502 (Search of Student Lockers, Desks, Personal Possessions, and Student's Person)
MSBA/MASA Model Policy 503 (Student Attendance)
MSBA/MASA Model Policy 505 (Distribution of Nonschool-Sponsored Materials on School Premises by Students and Employees)
MSBA/MASA Model Policy 507.5 (School Resource Officers)
MSBA/MASA Model Policy 514 (Bullying Prohibition Policy)
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 527 (Student Use and Parking of Motor Vehicles; Patrols, Inspections, and Searches)
MSBA/MASA Model Policy 610 (Field Trips)
MSBA/MASA Model Policy 709 (Student Transportation Safety Policy)
MSBA/MASA Model Policy 711 (Video Recording on School Buses)
MSBA/MASA Model Policy 712 (Video Surveillance Other Than on Buses)

Adopted: _____ *MSBA/MASA Model Policy 410*

Orig. 1995

Revised: _____ *Rev. 2022*

410 FAMILY AND MEDICAL LEAVE POLICY

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

I. PURPOSE

The purpose of this policy is to provide for family and medical leave to school district employees in accordance with the Family and Medical Leave Act of 1993 (FMLA) and also with parenting leave under state law.

II. GENERAL STATEMENT OF POLICY

The following procedures and policies regarding family and medical leave are adopted by the school district, pursuant to the requirements of the FMLA and consistent with the requirements of the Minnesota parenting leave laws.

III. DEFINITIONS

A. "Covered active duty" means:

1. in the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country; and

2. in the case of a member of a reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a call or order to active duty under a provision of law referred to in 10 United States Code section 101(a)(13)(B).

B. "Covered servicemember" means:

1. a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or

2. a covered veteran who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness and who was a member of the Armed Forces, including a member of the National Guard or Reserves, and was discharged or released under conditions other than dishonorable, at any time during the period of five years preceding the first date the eligible employee takes FMLA leave to care for the covered veteran.

C. "Eligible employee" means an employee who has been employed by the school district for a total of at least 12 months and who has been employed for at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave. An employee returning from fulfilling his or her Uniformed Services Employment and Reemployment Rights Act (USERRA)-covered service obligation shall be credited with the hours of service that would have been performed but for the period of absence from work due to or necessitated by USERRA-

covered service. In determining whether the employee met the hours of service requirement, and to determine the hours that would have been worked during the period of absence from work due to or necessitated by USERRA-covered service, the employee's pre-service work schedule can generally be used for calculations. While the 12 months of employment need not be consecutive, employment periods prior to a break in service of seven years or more may not be counted unless: (1) the break is occasioned by the employee's fulfillment of his or her USERRA-covered service obligation; or (2) a written agreement, including a collective bargaining agreement, exists concerning the school district's intention to rehire the employee after the break in service.

D. "Military caregiver leave" means leave taken to care for a covered servicemember with a serious injury or illness.

E. "Next of kin of a covered servicemember" means the nearest blood relative other than the covered servicemember's spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the covered servicemember by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered servicemember has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of military caregiver leave under the FMLA. When no such designation is made and there are multiple family members with the same level of relationship to the covered servicemember, all such family members shall be considered the covered servicemember's next of kin, and the employee may take FMLA leave to provide care to the covered servicemember, either consecutively or simultaneously. When such designation has been made, the designated individual shall be deemed to be the covered servicemember's only next of kin.

F. "Outpatient status" means, with respect to a covered servicemember who is a current member of the Armed Forces, the status of a member of the Armed Forces assigned to:

1. a military medical treatment facility as an outpatient; or

2. a unit established for the purpose of providing command and control of members of the Armed Forces receiving care as outpatients.

G. "Qualifying exigency" means a situation where the eligible employee seeks leave for one or more of the following reasons:

1. to address any issues that arise from a short-notice deployment (seven calendar days or less) of a covered military member;

2. to attend military events and related activities of a covered military member;

3. to address issues related to childcare and school activities of a covered military member's child;

4. to address financial and legal arrangements for a covered military member;

5. to attend counseling provided by someone other than a health care provider for oneself, a covered military member, or his/her child;

6. to spend up to 15 calendar days with a covered military member who is on short-term, temporary rest and recuperation leave during a period of deployment;

7. to attend post-deployment activities related to a covered military member;

8. to address care needs of a covered military member's parent who is incapable of self-care; and

9. to address other events related to a covered military member that both the employee and school district agree is a qualifying exigency.

H. "Serious health condition" means an illness, injury, impairment, or physical or mental condition that involves:

1. inpatient care in a hospital, hospice, or residential medical care facility; or

2. continuing treatment by a health care provider.

I. "Spouse" means a husband or wife. For purposes of this definition, husband or wife refers to the other person with whom an individual entered into marriage as defined or recognized under state law for purposes of marriage in the state in which the marriage was entered into or, in the case of a marriage entered into outside of any state, if the marriage is valid in the place where entered into and could have been entered into in at least one state. This definition includes an individual in a same-sex or common law marriage that either: (1) was entered into in a state that recognizes such marriages; or (2) if entered into outside of any state, is valid in the place where entered into and could have been entered into in at least one state.

J. "Veteran" has the meaning given in 38 United States Code section 101.

IV. LEAVE ENTITLEMENT

A. Twelve-week Leave under Federal Law

1. Eligible employees are entitled to a total of 12 work weeks of unpaid family or medical leave during the applicable 12-month period as defined below, plus any additional leave as required by law. Leave may be taken for one or more of the following reasons in accordance with applicable law:

a. birth of the employee's child and to care for such child;

b. placement of an adopted or foster child with the employee;

c. to care for the employee's spouse, son, daughter, or parent with a serious health condition;

d. the employee's serious health condition makes the employee unable to perform the functions of the employee's job; and/or

e. any qualifying exigency arising from the employee's spouse, son, daughter, or parent being on covered active duty, or notified of an impending call or order to covered active duty in the Armed Forces.

2. For the purposes of this policy, "year" is defined as a rolling 12-month period measured backward from the date an employee's leave is to commence.

[Note: An employer is permitted to choose any one of the following

methods for determining the 12–month period in which the 12 weeks of FMLA leave entitlement occurs: (a) the calendar year; (b) any fixed 12–month leave year, such as a fiscal year, a year required by State law, or a year starting on an employee's anniversary date;(c) the 12–month period measured forward from the date any employee's first FMLA leave; or (d) a "rolling" 12–month period measured backward from the date an employee uses any FMLA leave. It is recommended, however, that school districts use the 12-month rolling measurement as it prevents employees from stacking 12-week leave entitlement that could occur if, for example, a calendar or fiscal year is utilized. Where a calendar, fiscal or similar period is used, an employee could use 12 weeks at the end of the period and then again at the beginning of the period, providing an entitlement to a leave of 24 consecutive weeks. If a school district changes its definition of a "year" in this policy, it must give employees notice of at least 60 days before implementing this change.]

3. An employee's entitlement to FMLA leave for the birth, adoption, or foster care of a child expires at the end of the 12-month period beginning on the date of the birth or placement.

4. A "serious health condition" typically requires either inpatient care or continuing treatment by or under the supervision of a health care provider, as defined by applicable law. Family and medical leave generally is not intended to cover short-term conditions for which treatment and recovery are very brief.

5. A "serious injury or illness," in the case of a member of the Armed Forces, including a member of the National Guard or Reserves, means:

   a. injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating; and

   b. in the case of a covered veteran who was a member of the Armed Forces, including a member of the National Guard or Reserves, at any time, during the period of five years preceding the date on which the veteran undergoes the medical treatment, recuperation, or therapy, means a qualifying injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty in the Armed Forces and that manifested itself before or after the member became a veteran, and is:

      (1) a continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the servicemember unable to perform the duties of the servicemember's office, grade, rank, or rating; or

      (2) a physical or mental condition for which the covered veteran has received a U.S. Department of Veterans Affairs Service-Related Disability (VASRD) rating of 50 percent or greater and such VASRD rating is based, in whole or in part, on the condition precipitating the need for military caregiver leave; or

(3) a physical or mental condition that substantially impairs the covered veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service, or would do so absent treatment; or

(4) an injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

6. Eligible spouses employed by the school district are limited to an aggregate of 12 weeks of leave during any 12-month period for the birth and care of a newborn child or adoption of a child, the placement of a child for foster care, or to care for a parent. This limitation for spouses employed by the school district does not apply to leave taken: by one spouse to care for the other spouse who is seriously ill; to care for a child with a serious health condition; because of the employee's own serious health condition; or pursuant to Paragraph IV.A.1.e. above.

7. Depending on the type of leave, intermittent or reduced schedule leave may be granted in the discretion of the school district or when medically necessary. However, part-time employees are only eligible for a pro-rata portion of leave to be used on an intermittent or reduced schedule basis, based on their average hours worked per week. Where an intermittent or reduced schedule leave is foreseeable based on planned medical treatment, the school district may transfer the employee temporarily to an available alternative position for which the employee is qualified and which better accommodates recurring periods of leave than does the employee's regular position, and which has equivalent pay and benefits.

8. If an employee requests a leave for the serious health condition of the employee or the employee's spouse, child, or parent, the employee will be required to submit sufficient medical certification. In such a case, the employee must submit the medical certification within 15 days from the date of the request or as soon as practicable under the circumstances.

9. If the school district has reason to doubt the validity of a health care provider's certification, it may require a second opinion at the school district's expense. If the opinions of the first and second health care providers differ, the school district may require certification from a third health care provider at the school district's expense. An employee may also be required to present a certification from a health care provider indicating that the employee is able to return to work.

10. Requests for leave shall be made to the school district. When leave relates to an employee's spouse, son, daughter, parent, or covered servicemember being on covered active duty, or notified of an impending call or order to covered active duty pursuant to Paragraph IV.A.1.e. above, and such leave is foreseeable, the employee shall provide reasonable and practical notice to the school district of the need for leave. For all other leaves, employees must give 30 days' written notice of a leave of absence where practicable. The failure to provide the required notice may result in a delay of the requested leave. Employees are expected to make a reasonable effort to schedule leaves resulting from planned medical treatment so as not to disrupt unduly the operations of the school district, subject to and in coordination with the health care provider.

11. The school district may require that a request for leave under Paragraph IV.A.1.e. above be supported by a copy of the covered military member's active duty orders or other documentation issued by the military indicating active duty or a call to active duty status and the dates of active duty service. In addition, the school district may require the employee to provide sufficient certification supporting the qualifying exigency for which leave is requested.

12. During the period of a leave permitted under this policy, the school district will provide health insurance under its group health plan under the same conditions coverage would have been provided had the employee not taken the leave. The employee will be responsible for payment of the employee contribution to continue group health insurance coverage during the leave. An employee's failure to make necessary and timely contributions may result in termination of coverage. An employee who does not return to work after the leave may be required, in some situations, to reimburse the school district for the cost of the health plan premiums paid by it.

13. The school district may request or require the employee to substitute accrued paid leave for any part of the 12-week period. Employees may be allowed to substitute paid leave for unpaid leave by meeting the requirements set out in the administrative directives and guidelines established for the implementation of this policy, if any. Employees eligible for leave must comply with the family and medical leave directives and guidelines prior to starting leave. The superintendent shall be responsible to develop directives and guidelines as necessary to implement this policy. Such directives and guidelines shall be submitted to the school board for annual review.

    The school district shall comply with written notice requirements as set forth in federal regulations.

14. Employees returning from a leave permitted under this policy are eligible for reinstatement in the same or an equivalent position as provided by law. However, the employee has no greater right to reinstatement or to other benefits and conditions of employment than if the employee had been continuously employed during the leave.

B. Twelve-week Leave under State Law

An employee who does not qualify for parenting leave under Paragraphs IV.A.1.a. or IV.A.1.b. above may qualify for a 12-week unpaid leave which is available to a biological or adoptive parent in conjunction with the birth or adoption of a child, or to a female employee for prenatal care or incapacity due to pregnancy, childbirth, or related health conditions. The length of the leave shall be determined by the employee but must not exceed 12 weeks unless agreed to by the school district. This leave is separate and exclusive of the family and medical leave described in the preceding paragraphs but may be reduced by any period of paid parental, disability, personal, or medical, or sick leave, or accrued vacation provided by the school district so that the total leave does not exceed 12 weeks, unless agreed to by the school district, or leave taken for the same purpose under the FMLA. The leave taken under this section shall begin at a time requested by the employee. An employee who plans to take leave under this section must give the school district reasonable notice of the date the leave shall commence and the estimated duration of the leave. For leave taken by a biological or adoptive parent in conjunction with the birth or adoption of a child, the leave must begin within 12 months of the birth or adoption; except that, in the case where the child must remain in the hospital longer than the mother, the leave must begin within 12 months after the child leaves the hospital.

C. Twenty-six-week Servicemember Family Military Leave

1. An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered servicemember shall be entitled to a total of 26 work weeks of leave during a 12-month period to care for the servicemember. The leave described in this paragraph shall be available only during a single 12-month period. For purposes of this leave, the need to care for a servicemember includes both physical and psychological care.

2. During a single 12-month period, an employee shall be entitled to a combined total of 26 work weeks of leave under Paragraphs IV.A. and IV.C. above.

3. The 12-month period referred to in this section begins on the first day the eligible employee takes leave to care for a covered servicemember and ends 12 months after that date.

4. Eligible spouses employed by the school district are limited to an aggregate of 26 weeks of leave during any 12-month period if leave is taken for birth of the employee's child or to care for the child after birth; for placement of a child with the employee for adoption or foster care or to care for the child after placement; to care for the employee's parent with a serious health condition; or to care for a covered servicemember with a serious injury or illness.

5. The school district may request or require the employee to substitute accrued paid leave for any part of the 26-week period. Employees may be allowed to substitute paid leave for unpaid leave by meeting the requirements set out in the administrative directives and guidelines established for the implementation of this policy, if any. Employees eligible for leave must comply with the family and medical leave directives and guidelines prior to starting leave.

6. An employee will be required to submit sufficient medical certification issued by the health care provider of the covered servicemember and other information in support of requested leave and eligibility for such leave under this section within 15 days from the date of the request or as soon as practicable under the circumstances.

7. The provisions of Paragraphs IV.A.7., IV.A.10., IV.A.12., IV.A.13., and IV.A.14. above shall apply to leaves under this section.

V. SPECIAL RULES FOR INSTRUCTIONAL EMPLOYEES

A. An instructional employee is one whose principal function is to teach and instruct students in a class, a small group, or an individual setting. This includes, but is not limited to, teachers, coaches, driver's education instructors, and special education assistants.

B. Instructional employees who request foreseeable medically necessary intermittent or reduced work schedule leave greater than 20 percent of the workdays in the leave period may be required to:

1. take leave for the entire period or periods of the planned medical treatment; or

2. move to an available alternative position for which the employee is qualified, and which provides equivalent pay and benefits, but not necessarily equivalent duties.

C. Instructional employees who request continuous leave near the end of a semester may be required to extend the leave through the end of the semester. The number of weeks remaining before the end of a semester does not include scheduled school breaks, such as summer, winter, or spring break.

1. If an instructional employee begins leave for any purpose more than five weeks before the end of a semester and it is likely the leave will last at least three weeks, the school district may require that the leave be continued until the end of the semester.

2. If the instructional employee begins leave for a purpose other than the employee's own serious health condition during the last five weeks of a semester, the school district may require that the leave be continued until the end of the semester if the leave will last more than two weeks or if the employee's return from leave would occur during the last two weeks of the semester.

3. If the instructional employee begins leave for a purpose other than the employee's own serious health condition during the last three weeks of the semester and the leave will last more than five working days, the school district may require the employee to continue taking leave until the end of the semester.

4. If the school district requires an instructional employee to extend leave through the end of a semester as set forth in this paragraph, only the period of leave until the employee is ready and able to return to work shall be charged against the employee's FMLA leave entitlement. Any additional leave required by the school district to the end of the school term is not counted as FMLA leave but as an unpaid or paid leave, to the extent the instructional employee has accrued paid leave available and the school district shall maintain the employee's group health insurance and restore the employee to the same or equivalent job, including other benefits, at the conclusion of the leave.

VI. OTHER

A. The provisions of this policy are intended to comply with applicable law, including the FMLA and applicable regulations. Any terms used from the FMLA will have the same meaning as defined by the FMLA and/or applicable regulations. To the extent that this policy is ambiguous or contradicts applicable law, the language of the applicable law will prevail.

B. The requirements stated in the collective bargaining agreement between employees in a certified collective bargaining unit and the school district regarding family and medical leaves (if any) shall be followed.

VII. DISSEMINATION OF POLICY

A. A poster prepared by the U.S. Department of Labor summarizing the major provisions of the Family and Medical Leave Act and informing employees how to file a complaint shall be conspicuously posted in each school district building in areas accessible to employees and applicants for employment.

B. This policy will be reviewed at least annually for compliance with state and

federal law.

Legal References: Minn. Stat. §§ 181.940-181.944 (Parenting Leave and Accommodations)
10 U.S.C. § 101 *et seq.* (Armed Forces General Military Law)
29 U.S.C. § 2601 *et seq.* (Family and Medical Leave Act)
38 U.S.C. § 101 (Definitions)
29 C.F.R. Part 825 (Family and Medical Leave Act)

Cross References:

Adopted: _____ *MSBA/MASA Model Policy 419*

Orig. 1995

Revised: _____ *Rev. 2024*

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 214*

Orig. 2005

Revised: _____ *Rev. 2009*

214 OUT-OF-STATE TRAVEL BY SCHOOL BOARD MEMBERS

[Note: School districts are required by statute to adopt a policy addressing this issue.]

I. PURPOSE

The purpose of this policy is to control out-of-state travel by school board members as required by law.

II. GENERAL STATEMENT OF POLICY

School board members have an obligation to become informed on the proper duties and functions of a school board member, to become familiar with issues that may affect the school district, to acquire a basic understanding of school finance and budgeting, and to acquire sufficient knowledge to comply with federal, state, and local laws, rules, regulations, and school district policies that relate to their functions as school board members. Occasionally, it may be appropriate for school board members to travel out of state to fulfill their obligations.

III. APPROPRIATE TRAVEL

Travel outside the state is appropriate when the school board finds it proper for school board members to acquire knowledge and information necessary to allow them to carry out their responsibilities as school board members. Travel to other out-of-state meetings for which the member intends to seek reimbursement from the school district should be preapproved by the school board.

IV. REIMBURSABLE EXPENSES

Expenses to be reimbursed may include transportation, meals, lodging, registration fees, required materials, parking fees, tips, and other reasonable and necessary school district-related expenses.

V. REIMBURSEMENT

A. Requests for reimbursement must be itemized on the official school district form and are to be submitted to the designated administrator. Receipts for lodging, commercial transportation, registration, and other reasonable and necessary expenses must be attached to the reimbursement form.

B. Automobile travel shall be reimbursed at the mileage rate set by the school board. Commercial transportation shall reflect economy fares and shall be reimbursed only for the actual cost of the trip.

C. Amounts to be reimbursed shall be within the school board's approved budget allocations, including attendance at workshops and conventions.

VI. ESTABLISHMENT OF DIRECTIVES AND GUIDELINES

The superintendent shall develop a schedule of reimbursement rates for school district business expenses, including those expenses requiring advance approval and specific rates of reimbursement. The superintendent shall also develop directives and guidelines to address methods and times for submission of requests for reimbursement.

Legal References: Minn. Stat. § 123B.09, Subd. 2 (Boards of Independent School

Districts)

Minn. Stat. § 471.661 (Out-of-State Travel)
Minn. Stat. § 471.665 (Mileage Allowances)
Minn. Op. Atty. Gen. 1035 (Aug. 23, 1999) (Retreat Expenses)
Minn. Op. Atty. Gen. 161b-12 (Aug. 4, 1997) (Transportation Expenses)

Cross References: MSBA/MASA Model Policy 212 (School Board Member Development)
MSBA/MASA Model Policy 412 (Expense Reimbursement)

Adopted: _____ *MSBA/MASA Model Policy 102*

Orig. 1995

Revised: _____ *Rev. 2024*

102 EQUAL EDUCATIONAL OPPORTUNITY

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

I. PURPOSE

The purpose of this policy is to ensure that equal educational opportunity is provided for all students of the school district.

II. GENERAL STATEMENT OF POLICY

A. The policy of the school district is to provide equal educational opportunity for all students. The school district does not discriminate on the basis of one or more of the following: race, color, creed, religion, national origin, sex, marital status, parental status, status with regard to public assistance, disability, sexual orientation, including gender identity and expression, or age. The school district also makes reasonable accommodation for students with disabilities.

B. The school district prohibits harassment and discrimination of any individual based on any of the protected classifications listed above. For information about the types of conduct that constitute violation of the school district's policy on harassment and violence and the school district's procedures for addressing such complaints, refer to the school district's policy on harassment and violence (Policy 413).

C. The school district prohibits discrimination of students with a disability, within the intent of Section 504 of the Rehabilitation Act of 1973 ("Section 504"), who need services, accommodations, or programs in order to receive a free appropriate public education. For information as to protections that may apply pursuant to Section 504 and the school district's corresponding procedures for addressing disability discrimination complaints, refer to the school district's policy on student disability nondiscrimination (Policy 521).

D. The school district prohibits sexual harassment discrimination of any individual on the basis of sex in its education programs or activities. For information as to the protections that apply pursuant to Title IX and school district's corresponding procedures and processes for addressing sexual harassment and discrimination, refer to the school district's policy on Title IX sex nondiscrimination (Policy 522).

E. The school district shall provide equal opportunity for members of each sex and to members of all races and ethnicities to participate in its athletic program. In determining whether equal opportunity to participate in athletic programs is available for the purposes of this law, at least the following factors shall be considered to the extent that they are applicable to a given situation: whether the opportunity for males and females to participate in the athletic program reflects the demonstrated interest in athletics of the males and females in the student body of the educational institution; whether the opportunity for members of all races and ethnicities to participate in the athletic program reflects the demonstrated interest in athletics of members of all races and ethnicities in the student body of the educational institution; whether the variety and selection of sports and levels of competition effectively accommodate the demonstrated interests of members of each sex; whether the variety and selection of sports and levels of competition effectively accommodate the demonstrated interests of members of all races and ethnicities; the provision of equipment and supplies;

scheduling of games and practice times; assignment of coaches; provision of locker rooms; practice and competitive facilities; and the provision of necessary funds for teams of one sex.

F. This policy applies to all areas of education including academics, coursework, co-curricular and extracurricular activities, or other rights or privileges of enrollment.

G. Every school district employee shall be responsible for complying with this policy.

H. Any student, parent, or guardian having a question regarding this policy should discuss it with the appropriate school district official as provided by policy. In the absence of a specific designee, an inquiry or a complaint should be referred to the superintendent.

Legal References: Minn. Stat. § 121A.03, Subd. 2 (Sexual, Religious, and Racial Harassment and Violence Policy)
Minn. Stat. § 121A.04 (Athletic Programs; Sex Discrimination)
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
20 U.S.C. § 1681 *et seq.* (Title IX of the Education Amendments of 1972)
42 U.S.C. § 2000d *et seq*. (Title VI of the Civil Rights Act of 1964)
42 U.S.C. § 12101 *et seq.* (Americans with Disabilities Act)

Cross References: MSBA/MASA Model Policy 413 (Harassment and Violence)
MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)
MSBA/MASA Model Policy 522 (Title IX Sex Nondiscrimination Policy, Grievance Procedure and Process)

CARLTON ISD 93
AT-WILL EMPLOYEE LETTER OF ASSIGNMENT
CONTRACT FOR SPECIAL EDUCATION DUE PROCESS SPECIALIST
2025-2026 School Year

This agreement, entered into this 25th day of August 2025 by and between **Carlton Public Schools**, (herein referred to as the District) and Martha Lippitt (hereinafter referred to as Contractor) witnesses that:

Whereas, the Districts have determined that it is necessary to retain the services of a qualified Special Education Due Process Coordinator to attain the following objectives:

To meet the needs of students with disabilities, as defined under the Individuals with Disabilities Education Act. The services provided are necessary for the student(s) to make progress on IEP, IFSP, or IIIP goals and/or access the general education curriculum.

WHEREAS, the Contractor is duly qualified to perform these services and whereas personnel will hold appropriate licensure by MN Professional Educator Licensing and Standards Board for the necessary service for which they provide. If neither issue a license for the necessary service, the professionals will be members of good standing in their professional organization. Furthermore, a copy of the licensure or appropriate board certification for each person who will be providing services will be submitted to the District prior to the initiation date of the contract and on an annual basis thereafter.

NOW, THEREFORE, the parties agree as follows:

The Contractor shall provide licensed special education oversight upon mutual agreement between parties, to meet the objectives stated above and the responsibilities below. The Special Education Due Process Specialist will;

- **Maintain accurate and up-to-date files (computer and hard copy) for all special education students and review incoming records for completeness, and prepare inactive files for archival.**
- **Consult with special education teachers on paperwork, as needed.**
- **Support special education teachers with due process**
- **Contact parents to schedule meetings as needed**
- **Notices for team meetings for purposes of evaluation/re-evaluation planning meetings, evaluation/re-evaluation results meetings, intake IEP meetings and annual IEP meetings**
- **Maintain Google Calendar for meetings and attendees**
- **Track communication with parents, case managers, providers, and co-op**
- **Send IEP's and other appropriate due process information (progress reports etc.)**
- **Document and track IEP/ Eval dates**
- **Monitor each cumulative record for legally required contents**
- **Track receipt of parental consent for programming, services and evaluation in each student file regularly**
- **Assist with maintaining current special education student database**
- **Compile and send various physical and electronic materials such as letters, reports, record requests, etc.**
- **Monitor students being virtually evaluated**
- **Other duties as assigned**

Starting August 25th, 2025, the Contractor will provide approximately 10 hours per week, at an hourly rate of $60.00, until the services are no longer needed by Carlton School District.

Considering the limited licensed SPED labor force, fluctuations in student numbers, and required IEP services, the Carlton Board of Education provides the Superintendent with discretion to modify the weekly hours if/when there is a documented need.

The Director of Special Education (Northern Lights Special Education Cooperative) shall be responsible for the oversight of the contracted services contained within this agreement.

This agreement shall be in force for the 2025-26 school year, or until the services are no longer needed by Carlton School District.

Either party shall provide written notice regarding reduction/discontinuation of services hours with a 30-day written notice.

Carlton's Special Education Due Process Coordinator

Employee's Signature: _____ DATE: 8/25/25

Carlton Independent School District 93

Board Chair's Signature: _____ DATE: 8/25/25

Carlton Independent School District 93

Superintendent's Signature: _____ DATE: 8/25/25

INDEPENDENT SCHOOL DISTRICT 93
Carlton, Minnesota 55718

08/20/2025

Recommendation to Hire: Rebecca Davidson

2025-2026 School Year
1.0 FTE
Step/Lane: BA Step 1 **Annual Salary:** $40,731

I am recommending the hiring, per school board approval, of Rebecca Davidson for the position of

Special Education Teacher at South Terrace Elementary for the 2025-2026

school year.

Additional notes: Serving students primarily identified with Specific Learning Disabilities as well as other categorical areas.

Signature

I, _____, accept this offer of employment at Carlton Schools for the

_____ school year.

X_____ Date_____

CC Superintendent Messman

District Office
PO Box 310
405 School Avenue
Carlton, MN 55718
(218) 384-4225 - (218) 384-3543 Fax

South Terrace Elementary School
PO Box 620
530 Stine Drive
Carlton, MN 55718
(218) 384-4225 - (218) 384-4039 Fax

Carlton High School
PO Box 310
405 School Avenue
Carlton, MN 55718
(218) 384-4225 - (218) 384-3607 Fax

CARLTON ISD #93
AT-WILL EMPLOYEE LETTER OF ASSIGNMENT
STUDENT DATA SPECIALIST / MARSS COORDINATOR

Employee At-Will: The person referenced herein as the Student Data Specialist / MARSS Coordinator is an employee-at-will and serves at the discretion of the Carlton Independent School District #93 Board.

Employee: Laura Nilsen

Position: Student Data Specialist / MARSS Coordinator, position description attached.

Term: The contract time period is for the 2025-2026 school year.

Salary: The hourly pay will be $26.74, for an estimated 8-10 hours per week. (Teamsters II, MARSS, Step 5.) This amount is subject to deductions for taxes and other withholdings as required by law or the policies of the Carlton Public School District. This is a non-supervisory, non-exempt position. The employee must document hours of work and/or submit a timecard for payment.

Benefits: This position is not eligible for any District paid benefits or any time off.

Beginning Date of Employment: August 26, 2025
Ending Date of this Contract: June 30, 2026
**The dates listed above identify the projected beginning and end dates of employment under this contract. The contract is subject to annual review and renewal.*

Basic Work Week and Basic Work Year: 8-10 hours per week with a maximum of 427 total contract hours.

Your employment with the district is at-will, and either party can terminate the working relationship at any time with or without just cause.

You acknowledge that this at-will letter of assignment represents the entire agreement between you and the District and that no verbal or written agreements, promises or representations that are not specifically stated in this letter of assignment are or will be binding upon the District. This at-will letter of assignment shall only be effective after it has been authorized by the Board in appropriate action, recorded in its minutes, and executed by the parties. If you are in agreement with the above outline, please sign below.

Student Data Specialist/MARSS Coordinator (known in contract as employee)

Laura Nilsen: _____ Date: 8/26/25

Carlton Independent School District #93 Superintendent

Mark Messman: _____ Date: 9/2/25

Carlton Independent School District #93 Board Vice Chair

Ryan Leonzal: _____ Date: 9/2/25

POSITION DESCRIPTION STUDENT DATA SPECIALIST / MARSS COORDINATOR

Job Title: Student Data/MARSS Specialist
Department: District wide
Reports to: Administration
Work Location: Varies
Work Schedule - One day per week
Start Date: Mid-August each year
End Date: Mid-June each year
Salary Schedule: See Carlton Schools Salary Schedule / Secretaries

ESSENTIAL DUTIES AND RESPONSIBILITIES: Other duties may be assigned.

- **MN Automated Reporting Student System (MARSS) (reporting 12x per year)**
  - Responsible for district enrollment record management.
  - Manage open enrollment documents and recording.
  - Review and update special education enrollments.
  - Review and approve special education and care and treatment agreements.
  - Collaborate with building secretaries to maintain and review student data records.
  - Manage MARSS/EdFi submissions.
- **Staff Automated Reporting (STAR) (reporting 1x per year)**
  - Collaborate with HS school principal, counselor and staff to prepare accurate course data records.
  - Assist business manager in the review and submission of STAR reporting.
- **MN Common Course Catalog (MCCC) (reporting 1x per year)**
  - Collaborate with high school principal, counselor, business manager, and staff to prepare accurate course data records.
  - Manage Infinite Campus backend data relating to courses, grading rubrics, standards and other areas pertinent to accurate reporting.
  - Complete required data reporting and record keeping for course submissions.
- **Civil Rights Data Collection (CRDC) (reporting 1x per 5 years)**
  - Collaborate with school secretaries, principals, and other staff members to complete required CRDC reporting.
  - Build data spreadsheets and cross verify to accurately record data.
- **Impact Aid (reporting 1x per year)**
  - Collaborate with HS school principal, counselor, AIE Coordinator, and staff to determine records pertaining to federal/state reporting.
- **Homeschool Reporting (reporting 1x per year)**
  - Documentation and recording homeschool students.
- **Carl Perkins (CTE) (reporting 1x per year)**
  - Collaborate and work with Carl Perkins regional CTE coordinator.
  - Work with district staff members to properly gather data and report records for district funding.

PHYSICAL DEMANDS: The physical demands described here are a general representation to successfully perform the essential functions of this job: While performing the duties of this job, the employee is regularly required to stand, walk throughout the school building or on school grounds, speak and hear.

WORK ENVIRONMENT: The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. The employee continuously interacts with teaching staff, and administrators frequently, meeting multiple demands from various persons.

CARLTON ISD 93
AT-WILL EMPLOYEE LETTER OF ASSIGNMENT
School Year 2025-2026

Employee At-Will. The person referenced herein as the Kids Care Aide is an employee at-will and serves at the discretion of the Carlton Independent School District 93 Board.

The purpose of this document is meant to set forth the wages and benefits for the position held.

Employee: Robie Forte

Position: Kids Care Aide

Job Description: See attached

Salary: The base salary will be $15.00 per hour, for an estimated 25 hours weekly(and then as needed throughout the school year) and is subject to deductions for taxes and other withholdings as required by law or the policies of the Carlton Independent School District. This is a non-supervisory, non-exempt position. Employee must document hours of work and submit a timecard for payment.

Benefits: This position is not eligible for any District paid benefits or any paid time off.

Beginning Date of Employment*: August 11, 2025

Ending Date of this contract*: June 30, 2026

*The dates listed above identify the projected beginning and ending dates of employment under this contract. The contract is subject to annual review and renewal.

Basic Work Week and Basic Work Year: Estimated 25 hours a week for August 11-22, with set hours changing to "as needed" throughout the school year.

Your employment with the District is at-will, and either party can terminate the working relationship at any time with or without just cause.

You acknowledge that this at-will letter of assignment represents the entire agreement between you and the District and that no verbal or written agreements, promises, or representations that are not specifically stated in this letter of assignment are or will be binding upon the District. This at-will letter of assignment shall only be effective after it has been authorized by the Board in appropriate action, recorded in its minutes, and executed by the parties. If you are in agreement with the above outline, please sign below.

Employee's Signature: _____ Date: _____

Board Chair's Signature: _____ Date: _____

Superintendent's Signature: _____ Date: _____

Youth Service Group Leader Position through the Carlton PCN Grant:

September 1, 2025 to June 30, 2026

Funded through MN-DHS BHD through the Positive Community Norms Grant in collaboration with Carlton County Drug Prevention Coalition, Carlton Steering Committee and the Carlton School District.

Position Requires:

*Meeting with students at least one to two times a month during the school year (working around student's school schedule if meetings are during school hours, students can meet during their lunch hours, they can meet before or after school. Students may also meet on the non-school day during the week and one time a month during the summer.

*Youth Service Group is open to all students who will be ***engaged and participate*** in positive norms activities. It is important to hear students voicing their ideas and concerns to meet the needs in their school and community with positive norms messaging and activities.

*Collaborate with youth service group to understand the positive norms messaging along with name and logo for their school/community.

*If able to attend the Carlton County Drug Prevention Coalition meetings. Participate in the PCN Steering Committee for the community of Carlton.

****Attend the annual Youth Leadership Academy (YLA)*** in during the PCN grant cycles through 2026.

*Review and incorporate the Seven Core Principles: Science of the Positive toolkit in youth service meetings and other events when needed.

*Encourage youth to participate in promoting positive norms through the Photo Voice Project, along with promoting environmental change projects annually based on hopes and concerns identified in the Photo Voice Project.

*Work with youth in Middle/High School to help determine healthy youth activities along with local youth leadership retreats, and school speakers meeting the criteria of the goals through the PCN grant.

*Attend trainings on Positive Community Norms, Substance Misuse Prevention Theory and Science, MN Prevention Program Sharing Conference as able and agreed upon with Positive Community Norms Grant Coordinator and Positive Community Norms Grant Supervisor.

*This position, you will work ***closely with PCN Coordinator, Northeast Regional Prevention Coordinator and DHS BHD Supervisor along with the Carlton County Drug Prevention Coalition; The PCN staff in this position has the right to end this employment with group leader(s) after 30 days if position duties are not being fulfilled according to the MN-DHS grant.***

Payment: September 2025 through June 30, 2026. The PCN grant is currently in the fifth and final year which started July 1, 2025 to June 30, 2026. Group Leader will begin this position on September 1, 2025 to June 30, 2026, Youth Group Leader will be paid $300.00 per month. Leader will be paid monthly from the PCN Grant funds, a total of $3000.00.

Employee Name: Bethaney Thompson School District: Carlton

Address: 509 Carlton Ave Apt 122 Cloquet, MN 55720

Phone Number: (218) 349-2891 Email Address: bthompson@carlton.k12.mn.us

Start Date: September 1, 2025 Contract End Date: June 30, 2026

I accept this position as the Youth Service Group Leader for the Carlton School District:

Carlton's PCN Grant: Name: Bethany Thompson **Date:** 8/26/25

Note: If Youth Leader participates in extra activities/events outside her salary, with the permission of the PCN grant coordinator, salary may be taken out of the reserve balance of $1000.00 between the Youth Group Leader/Social Media line items.

Carlton PCN Grant Coordinator: Dawn Sholing **Date:** 8/26/25

Youth Service Group Leader Position through the Carlton PCN Grant:

September 1, 2025 to June 30, 2026

Funded through MN-DHS BHD through the Positive Community Norms Grant. In collaboration with Carlton County Drug Prevention Coalition, Carlton Steering Committee and the Carlton School District.

Position Requires:

*Meeting with students at least one to two times a month during the school year (working around student's school schedule if meetings are during school hours, students can meet during their lunch hours or before school), students may also meet on the non-school day during the week and one time a month during the summer.

*Youth Service Group is open to all students who will be ***engaged and participate*** in positive norms activities. It is important to hear students voicing their ideas and concerns to meet the needs in their school and community with positive norms messaging and activities.

*Collaborate with youth service group to understand the positive norms messaging along with name and logo for their school/community.

*If able to attend the Carlton County Drug Prevention Coalition meetings. Participate in the PCN Steering Committee for the community of Carlton.

****Attend the annual Youth Leadership Academy (YLA)*** **in November during the PCN grant cycles through 2026.**

*Review and incorporate the Seven Core Principles: Science of the Positive toolkit in youth service meetings and other events when needed.

*Encourage youth to participate in promoting positive norms through the Photo Voice Project, along with promoting environmental change projects annually based on hopes and concerns identified in the Photo Voice Project.

*Work with youth in Middle/High School to help determine healthy youth activities along with local youth leadership retreats, and school speakers meeting the criteria of the goals through the PCN grant.

*Attend trainings on Positive Community Norms, Substance Misuse Prevention Theory and Science, MN Prevention Program Sharing Conference as able and agreed upon with Positive Community Norms Grant Coordinator and Positive Community Norms Grant Supervisor.

*This position, you will work ***closely with PCN Coordinator, Northeast Regional Coordinator and Supervisor along with the Carlton County Drug Prevention Coalition; The PCN staff in this position have the right to end this employment with group leader(s) after 30 days if position duties are not being fulfilled according to the MN-DHS grant.***

June ?

Payment: September 1, 2025 through May 31, 2026. The PCN grant is currently in the fifth and final year which started July 1, 2025 to June 30, 2026. Group Leader will begin this position on September 1, 2025 to June 30, 2026. Youth Group Leader will be paid $300.00 per month, paid monthly from the PCN Grant Funds, a total of $3000.00.

Employee Name: Shawn Filipiak School District: Carlton

Address: 1599 Schmitz Rd, Carlton, MN 55718

Phone Number: 218-340-7895 Email Address: sfilipiak@carlton.k12.mn.us

Start Date: September 1, 2025 Contract End Date: June 30, 2026

I accept this position as the Youth Service Group Leader for the Carlton School District:

Carlton's PCN Grant: Name: _____ **Date:** 8/26/25

Note: If Youth Leader participates in extra activities/events outside his salary, with the permission of the PCN grant coordinator, salary may be taken out of the reserve balance of $1000.00 between the Youth Group Leader/Social Media line items. This may also include paying for a substitute teacher for Shawn to participate in PCN trainings.

Carlton PCN Grant Coordinator: _____ **Date:** 8/26/25

Student Enrollment Summary Report

Effective Date: 09/10/2025 Enrollment Types: P, S, N
Total Race/Ethnicities: 4 of 7 Total Schools: 2
Race/Ethnicity Source: Federal Male/Female/Total: 132/128/260

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

Carlton 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	Undefined	Total
07	-	-	-	-	-	3/3/6	2/1/3	-	5/4/9
08	0/1/1	1/0/1	-	-	-	7/9/16	0/1/1	-	8/11/19
09	-	1/1/2	-	-	-	2/3/5	0/1/1	-	3/5/8
10	0/1/1	1/1/2	-	-	-	8/11/19	2/1/3	-	11/14/25
11	1/0/1	3/1/4	-	-	-	8/7/15	2/0/2	-	14/8/22
12	-	0/2/2	-	-	-	11/7/18	0/1/1	-	11/10/21
All Grades	1/2/3	6/5/11	-	-	-	39/40/79	6/5/11	-	52/52/104

South Terrace 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	Undefined	Total
01	-	3/2/5	-	-	-	13/6/19	1/0/1	-	17/8/25
02	-	-	-	-	-	9/8/17	-	-	9/8/17
03	-	0/1/1	-	-	-	5/1/6	2/3/5	-	7/5/12
04	-	1/0/1	-	-	-	11/15/26	0/1/1	-	12/16/28
05	-	1/3/4	-	-	-	13/10/23	2/4/6	-	16/17/33
06	-	0/2/2	-	-	-	11/8/19	0/1/1	-	11/11/22
EC	-	-	-	-	-	2/1/3	-	-	2/1/3
KA	-	1/1/2	-	-	-	4/7/11	0/1/1	1/1/2	6/10/16
All Grades	-	6/9/15	-	-	-	68/56/124	5/10/15	1/1/2	80/76/156

Student Population Excluding White not of Hispanic Origin

School	Total	Percentage
Carlton High School	25	24.04%
South Terrace Elementary	32	20.51%
Total	57	21.92%

RESOLUTION

A RESOLUTION OF THE CARLTON SCHOOL BOARD AND THE WRENSHALL SCHOOL BOARD TO BEGIN THE PROCESS OF SCHOOL DISTRICT CONSOLIDATION

WHEREAS, the Carlton School District and the Wrenshall School District share a commitment to providing high-quality educational opportunities for all students; and

WHEREAS, both school boards recognize the potential for enhanced academic programs, increased extracurricular activities, and improved operational efficiencies through a consolidated school district; and

WHEREAS, a study conducted by the Minnesota Department of Education indicates that consolidating the two districts could result in long-term financial stability and a more comprehensive use of resources; and

WHEREAS, the school boards believe that a collaborative approach to education will better serve the students, families, and communities of Carlton and Wrenshall;

THEREFORE, BE IT RESOLVED BY THE SCHOOL BOARDS OF THE CARLTON AND WRENSHALL SCHOOL DISTRICTS AS FOLLOWS:

- That the Carlton School Board and the Wrenshall School Board are willing to and hereby formally agree to begin the process of school district consolidation.
- That both school boards will commit to an open and transparent process, including engaging with students, staff, families, and community members throughout the consolidation process.

ADOPTED BY THE CARLTON SCHOOL BOARD on this ___ day of _____, 2025.

Chair, Carlton School Board

ADOPTED BY THE WRENSHALL SCHOOL BOARD on this ___ day of _____, 2025.

Chair, Wrenshall School Board

CONSULTING AGREEMENT

This Consulting Agreement (this "**Agreement**") is made by and between Gallagher Benefit Services, Inc., ("**Gallagher**") and Carlton School District ("**Client**").

Client wishes to enter into a consulting relationship with Gallagher on the terms and conditions set forth in this Agreement, and Gallagher is willing to accept such a consulting relationship. In consideration of and in reliance upon the terms and conditions contained in this Agreement, Client and Gallagher agree as follows:

1. Engagement of Services

Client hereby engages Gallagher as a professional consultant to provide the consulting and/or brokerage services as more fully described in Exhibit A attached to this Agreement and incorporated herein. During the time that Gallagher is performing services for Client under this Agreement, and for all purposes outlined in this document, Gallagher's status will be that of an independent contractor for Client.

2. Term and Termination

The Effective Date of this Agreement is January 1st, 2026. The term of Gallagher's engagement under this Agreement (the "**Consulting Period**") will begin as of the Effective Date and will remain in effect for one (1) year from the Effective Date. The Consulting Period will be automatically extended for an additional year on each anniversary of the Effective Date. Either party may terminate this Agreement by giving the other party at least ninety (90) days written notice of its intent to terminate. In the event such termination is effective during the Consulting Period (including any renewed Consulting Period), Client shall be responsible for compensating Gallagher for any services performed prior to the date of termination and Gallagher shall be responsible to Client to continue to provide services until the date of termination of this Agreement.

3. Compensation

As compensation for its services under this Agreement, Gallagher will receive carrier commissions and/or direct fees paid by the Client, as set forth in the Compensation Disclosure Statement attached hereto as Exhibit B. Additional information regarding Gallagher compensation can also be found in Exhibit B. Gallagher shall disclose the amount of commissions payable, if any, to it by each insurance company at the time it presents rates to Client. The parties hereby agree that any Direct Client Fees for Consulting Services specified under Exhibit B shall be increased by an amount not to exceed three percent (3%) annually after the initial Consulting Period under this Agreement, unless otherwise agreed to by Gallagher. Client is responsible for payment of Gallagher's fees (if applicable) within thirty (30) days of invoice receipt. Any amounts not paid when due will accrue interest at the rate of one percent (1%) per month or the highest rate permitted by applicable law, whichever is less. If any amount is not paid in full when due without a good faith basis to withhold, that nonpayment will constitute a material breach of this Agreement.

4. Performance and Scope

(a) Representations and Warranties. Each party represents, warrants and covenants to the other that: (i) it has full power and authority to make, execute, deliver and perform its obligations under this Agreement; (ii) the performance of its obligations pursuant to this Agreement shall be in accordance with all applicable laws; (iii) this Agreement has been duly executed and delivered by an authorized representative of such party and constitutes the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms; and (iv) there are no other agreements presently in force which would encumber or prevent either party's compliance with any terms of this Agreement.

(b) Standard of Care. Gallagher will perform its duties, responsibilities and obligations with the care, skill, prudence and diligence that a prudent employee benefits consultant or insurance broker

acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims under the circumstances then prevailing. As appropriate, Gallagher may coordinate fiduciary review services and other related duties with the plan's claims administrator and/or insurance carrier(s). However, Gallagher does not accept any fiduciary duties or obligations with respect to a plan as these remain the duties and obligations of the plan's claims administrator or insurance carriers.

(c) Reliance. In the performance of its duties, Gallagher may rely upon, and will have no obligation to independently verify the accuracy, completeness, or authenticity of, any written instructions or information provided to Gallagher by Client or its designated representatives and reasonably believed by Gallagher to be genuine and authorized by Client.

(d) No Practice of Law. Gallagher will not be obligated to perform, and Client will not request performance of, any services which may constitute the unauthorized practice of law. Client will be solely responsible for obtaining any legal advice, review or opinion as may be necessary to ensure that its own conduct and operations, including the engagement of Gallagher under the scope and terms herein, conform in all respects with applicable State and Federal laws and regulations (including ERISA, the Internal Revenue Code, State and Federal securities laws and implementing regulations) and, to the extent that Client has foreign operations, any applicable foreign laws and regulations.

(e) Subcontractors. Gallagher may cause another person or entity, as a subcontractor to Gallagher, to provide some of the services required to be performed by Gallagher hereunder; provided that Gallagher shall remain responsible for all acts and omissions of any such subcontractors (each of which shall be bound by Gallagher's obligations under this Agreement). Gallagher shall seek prior written approval from Client for any subcontractors providing substantive consulting, professional or managerial services. Prior written approval shall not be required for clerical, office, secretarial, IT back-up, administrative or similar support services.

(f) Conflict of Interest. Gallagher's engagement under this Agreement will not prevent it from taking similar engagements with other clients who may be competitors of Client. Gallagher will, nevertheless, exercise care and diligence to prevent any actions or conditions which could result in a conflict with Client's best interest.

(g) Acknowledgements. In connection with Gallagher's services under this Agreement, Client agrees that:

(i) Although Gallagher will apply its professional judgment to access those insurance companies it believes are best suited to insure Client's risks, there can be no assurance that the insurance companies Gallagher has accessed are the only or are the best suited to insure Client's risks. Therefore, Client, in its sole and absolute discretion, remains responsible for its choice of insurance company, and all risks associated with Client's choice, including but not limited to the company's financial solvency or security. Gallagher does not guarantee, nor does it assume any responsibility for Client's decisions or its final choice of insurance company, as all such decisions and risks are outside of Gallagher's control.

(ii) Any compensation of the types described above and disclosed to it does not constitute a conflict of interest and Client expressly waives any claims alleging any such conflict of interest.

(iii) The compensation payable to Gallagher is solely for the services set forth under this Agreement, as detailed in Exhibit A. To the extent any additional administrative, claims representative or other services are required, the parties may enter into a separate agreement covering such additional services.

5. Confidentiality

(a) Confidential Information.

(i) As used in this Agreement, "**Confidential Information**" means any nonpublic, proprietary or personal data and information furnished by either party or its agents or

representatives to the other party or its agents and representatives, whenever furnished and regardless of the manner or media in which such information is furnished, which the receiving party knows or reasonably should know to be confidential. Each party shall treat Confidential Information as confidential and only use it in the performance of its obligations under this Agreement. As part of the services Gallagher offers for the benefit of its clients, Client understands that Gallagher may de-identify and aggregate client confidential information such that no information may reasonably be linked to any client or any specific individual, and may use such information for conducting data analytics, benchmarking, service enhancements, or similar business purposes.

(ii) The parties acknowledge that Confidential Information includes personal data provided to Gallagher by Client for the benefit of Client and/or its employees to facilitate the performance of services set forth in Exhibit A. Both Parties also agree that the Confidential Information may include information that alone, or in combination with other information, uniquely identifies an individual. Client agrees that Gallagher is permitted to disclose and transfer Client's Confidential Information to Gallagher's affiliates, agents or vendors that have a need to know the Confidential Information in connection with the services provided under this Agreement (including insurance carriers, as necessary, for quoting and/or placing insurance coverages). Gallagher has established security controls to protect Client Confidential Information from unauthorized use or disclosure. For additional information, please review Gallagher's Privacy Policy located at https://www.ajg.com/privacy-policy/.

(iii) Both Gallagher and Client agree to comply with all state and federal laws, rules, and orders that relate to privacy and data protection which are, or which in the future may be, applicable to Confidential Information, the services or the performance of obligations under this Agreement. Upon request, Gallagher will cooperate with Client pursuant to applicable law(s) to comply with requests from individuals regarding their personal information.

(b) HIPAA Privacy. Gallagher and Client will each comply with any prohibitions, restrictions, limitations, conditions, or other requirements to the extent they apply to them directly or indirectly pursuant to the Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**") and its implementing regulation concerning privacy of individually identifiable health information as set forth in 45 CFR Parts 160-164, as amended from time to time. When required, Client, as a representative of the health plans, and Gallagher will enter into a separate Business Associate Agreement.

(c) Use of Names; Public Announcements. Neither party will use, in any commercial manner, the names, logos, trademarks or other intellectual property of the other party without the other party's prior written consent. Except as may be required by law, neither party will issue any press releases or make any public announcements of any kind regarding the relationship between the parties without the other party's prior consent.

6. Indemnification Rights and Limitation of Liability

(a) Indemnification. Each party agrees to defend, indemnify and hold the other party and its affiliates and their respective directors, officers, employees and agents harmless from any and all losses, liabilities, exposures, damages and all related costs and expenses, including reasonable legal fees, to the extent arising from or relating to any third party claims, demands, suits, allegations, or causes or threats of action based on the indemnifying party's: (i) grossly negligent acts or omissions, or (ii) intentional and willful misconduct; provided, however, that the indemnifying party's indemnification obligations hereunder shall be reduced to the extent that such losses and damages arise from the acts or omissions of the other party or its employees or agents.

(b) LIMITATION OF LIABILITY. NOTWITHSTANDING ANY OTHER TERM OR PROVISION OF THIS AGREEMENT, EACH PARTY SHALL ONLY BE LIABLE FOR ACTUAL, DIRECT DAMAGES INCURRED BY THE OTHER PARTY, AND SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, EXEMPLARY, RELIANCE, CONSEQUENTIAL, OR PUNITIVE DAMAGES, EVEN IF A PARTY KNEW OR SHOULD HAVE KNOWN OF THEIR EXISTENCE, (WHETHER INCURRED IN A DISPUTE OR AN ACTION AGAINST THE OTHER, OR AS ALLEGED DAMAGES THAT ANY PARTY INCURRED IN ANY INSURANCE COVERAGE DISPUTE, OR OTHERWISE). FURTHERMORE,

UNLESS OTHERWISE NOTED IN EXHIBIT A, THE AGGREGATE LIABILITY UNDER THIS AGREEMENT, IF ANY, OF EITHER PARTY TO THE OTHER FOR CLAIMED LOSSES OR DAMAGES SHALL NOT EXCEED $1,000,000. THIS PROVISION APPLIES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW. NO CLAIM OR CAUSE OF ACTION, REGARDLESS OF FORM (TORT, CONTRACT, STATUTORY, OR OTHERWISE), ARISING OUT OF, RELATING TO OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR ANY SERVICES PROVIDED HEREUNDER MAY BE BROUGHT BY EITHER PARTY ANY LATER THAN TWO (2) YEARS AFTER THE ACCRUAL OF SUCH CLAIM OR CAUSE OF ACTION.

7. Notices

Any notices, requests or other communications pursuant to this Agreement will be addressed to the party at its address listed below. Such notices will be deemed to have been duly given, (i) if delivered in person or by courier, upon delivery; (ii) if sent by an overnight service with tracking capabilities, upon receipt; (iii) if sent by registered or certified mail, postage prepaid, within five (5) days of deposit in the mail; or (iv) if sent by fax or electronic mail, at such time as the party which sent the notice receives confirmation of receipt by the applicable method of transmittal.

If to the Client: Carlton School District
Attention: Mark Messman
405 School Avenue
Carlton, MN 55718

If to Gallagher: Gallagher Benefit Services, Inc.
Attention: Brian Lomas
2850 W Golf Road
Rolling Meadows, IL 60008

Either party may, by written notice to the other, change the address to which notices to such party are to be delivered or mailed.

8. Miscellaneous

(a) Severability. The various provisions and subprovisions of this Agreement are severable and if any provision or subprovision or part thereof is held to be unenforceable by any court of competent jurisdiction, then such enforceability will not affect the validity or enforceability of the remaining provisions or subprovisions or parts thereof in this Agreement.

(b) Entire Agreement; Amendment. This Agreement, including all exhibits hereto, constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, whether oral or written, between the parties regarding the subject matter hereof. Except for changes in carriers and/or lines of coverage noted in Exhibit B, which may occur upon unilateral approval of Client, this Agreement may be modified or amended only by a written instrument executed by both parties.

(c) Waiver. No covenant, term or condition or the breach thereof will be deemed waived, except by written consent of the party against whom the waiver is claimed. Any waiver by either party hereto of any provision of this Agreement shall not be construed as a waiver of any other provision of this Agreement, nor shall such waiver be construed as a waiver of such provision with respect to any other event or circumstance, whether past, present or future.

(d) Governing Law; Rule of Construction. This Agreement will be construed, interpreted and enforced in accordance with the laws of the State of Illinois without giving effect to the choice of law principles thereof or any canon, custom or rule of law requiring construction against the drafter.

(e) Successors. This Agreement shall be binding upon and shall inure to the benefit of all assigns, transferees and successors in the interest of the parties hereto.

(f) Warranties. Except as expressly set forth in this Agreement, Gallagher makes no other warranties of any kind with respect to the Services, including, without limitation, warranties that may be implied from a course of performance, dealing or trade usage.

(g) Force Majeure. Neither party shall be liable to the other for any delay or failure to perform any of its obligations under this Agreement (other than payment obligations) as a result of flood, earthquake, storm, other act of God, fire, derailment, accident, labor dispute, explosion, war, act of terrorism, sabotage, insurrection, riot, embargo, court injunction or order, act of government or governmental agency or other similar cause beyond its reasonable control.

(h) Assignment. This Agreement shall apply to and bind the successors and assigns of the parties hereto, including, in the event of a party's insolvency, debtors-in-possession and any appointed trustee or administrator. This Agreement shall not be assignable by either party, except with the prior written consent of the other party; provided, however, that either party may assign this Agreement to an affiliate or in the event of a merger or sale, provided the assignee is willing and able to assume such party's obligations hereunder.

(i) Counterparts. This Agreement may be executed in multiple counterparts (including by scanned image or electronic signature), each of which shall be considered one and the same agreement, and shall become effective when signed by each of the parties hereto and delivered to the other party.

(j) Survival of Provisions. Sections 3, 5, 6, and 8 will survive the termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the date first written above.

Carlton School District

By: _____

Name: Mark Messman

Title: Superintendent

Date: _____

GALLAGHER BENEFIT SERVICES, INC.

By: _____

Name: Brian Lomas

Title: President | Great Lakes Region

Date: _____

EXHIBIT A
SCOPE OF SERVICES

Subject to any changes and additions as may be mutually agreed by the parties in writing, availability and delivery of data from the insurance carrier and other third party vendors, Gallagher will provide the following Services to Client on an "as needed" basis:

RENEWAL ANALYSIS:
- Review and evaluate carrier projections
- Coordinate carrier negotiations
- Create employee contribution modeling reports
- Assist with budget projections
- Provide renewal alternatives with cost impact of benefit plan changes

PERIODIC PLAN FINANCIAL REPORTS: (**FREQUENCY TO BE MUTUALLY AGREED UPON**)
- Summary of plan costs
- Employee contributions
- Large claims tracking
- Comparison to prior claim period
- Plan trends

ANNUAL FINANCIAL REPORTS (END OF YEAR ACCOUNTING):
- Comparison of current costs to renewal costs
- Dollars saved by contract negotiation
- Percent of benefit dollars paid by employee
- Plan funding/budget comparison

CARRIER MARKETING AND NEGOTIATIONS, AS DIRECTED BY CLIENT:
- Work with Client to develop a strategy to identify goals, analyze program costs and review both current and alternative funding arrangements
- Manage the renewal process with the current carrier to control costs
- Implement carrier renewal strategies with Client
- Develop timeline covering every aspect from RFP preparation to the delivery of employee communications
- Manage RFP development that tailors the RFP to the desires, needs and financial directions provided by Client
- Explore alternative funding solutions
- Evaluate vendor responses to track variations in coverage and costs as they are identified

LEGISLATIVE AND REGULATORY COMPLIANCE SUPPORT:
- Provide legislative updates, including Compliance Alerts, Webinars, Technical Bulletins and Directions newsletter
- Evaluate plan design to assist with compliance with state and federal regulations
- Provide general information and guidance to assist with compliance with ERISA, ACA, COBRA, HIPAA and other Federal legislation that directly affects the administration of plan benefits
- Provide template or sample compliance notices and enrollment forms as reasonably requested by Client

DAY TO DAY ADMINISTRATIVE ASSISTANCE:
- Provide assistance to Client's HR/benefits contacts to help with resolving carrier service issues
- Coordinate and participate in annual service meetings with Client and select carriers

COMMUNICATION MATERIALS:

- Assist with the drafting and distribution of Open Enrollment-New Member Orientation summary information and any other communications pertaining to the health and welfare program
- Provide annual open enrollment guidance and employee meeting materials

BENEFIT ADMINISTRATION ASSESSMENT:

- Periodic evaluation of internal plan enrollment and benefit termination processes
- Review, coordinate and implement Client agreed upon plan “best practices” to help limit plan liability and increase participant satisfaction
- Help identify opportunities for streamlining and improving administration procedures

MARKET BENCHMARKING STUDIES:

- Local Area Surveys
- Industry Surveys

BENEFIT PLAN DESIGN (OR REDESIGN):

- Help Client identify business and HR objectives that impact benefits
- Review with Client possible benefit strategies to meet their objectives
- Help Client evaluate/review current scope of benefits package – e.g., types & levels of coverage
- Work with Client to develop funding and contribution strategies
- Assist with budget projections for design alternatives

EXHIBIT B
COMPENSATION DISCLOSURE STATEMENT

Line of Coverage / Service	Company	Commission[1]	Third Party Compensation	Direct Client Fees[2]	Effective Date
Medical	PEIP or Alt. Carrier	$30 PEPM	n/a	n/a	Jan. 1st 2026

It should also be noted that:

- Gallagher is not an affiliate of the insurer or vendor whose contract is recommended. This means the insurer or vendor whose contract is recommended does not directly or indirectly have the power to exercise a controlling influence over the management or policies of Gallagher.
- Gallagher's ability to recommend other insurance contracts or vendors is not limited by an agreement with any insurance carrier or vendor and Gallagher is affecting the transaction for applicable plan(s) in the ordinary course of Gallagher business. Thus, pertinent transaction(s) are at least as favorable to the applicable plan(s) as an arm's length transaction with an unrelated party.
- Gallagher is not a trustee of the plan(s) and is neither the Plan Administrator of the plan(s), a Named Fiduciary of the plan(s), nor an employer which has employees in the plan(s).
- Gallagher may receive supplemental compensation from insurance carriers and vendors, normally calculated at the end of each calendar year, that are contingent on a number of factors including the overall number of employer plans represented, plan retention rates, and overall premium growth. Historically, supplemental compensation has ranged, on average, between 0-3% based on specific carrier programs. These plans have no effect on premiums. Further, Gallagher may receive non-cash compensation from plan vendors or service providers that are not in connection with any particular client. If you have any questions regarding direct or indirect compensation received by Gallagher, contact your dedicated Gallagher advisor or refer to the Gallagher Global Standards of Business Conduct.

For Employers and Plan Sponsors Subject to ERISA: This Disclosure Statement is being given to the Client (1) to make sure Client knows about Gallagher's and Gallagher affiliates' income before purchasing the insurance product and/or vendor services and (2) for plans subject to ERISA, to comply with the disclosure, acknowledgment and approval requirement of Prohibited Transaction Class Exemption No. 84-24[3], which protects both Client and Gallagher[4], and the disclosure requirements under ERISA §408(b)(2), as amended by Div. BB, Title II, §202 of the Consolidated Appropriations Act, 2021. Disclosure must be made to responsible plan fiduciary for the ERISA Plan(s), and Client acknowledges and confirms that this is a reasonable transaction in the best interest of participants in its ERISA Plan(s).

For more information on Gallagher's compensation arrangements, please visit www.ajg.com/us/about-us/disclosures. In the event a client wishes to register a formal complaint regarding compensation Gallagher receives, please send an email to Compensation_Complaints@ajg.com.

[1] Commissions include all commissions/fees paid to Gallagher that are attributable to a contract or policy between a plan and an insurance company, or insurance service. This includes indirect fees that are paid to Gallagher paid by a third party, and includes, among other things, the payment of "finders' fees" or other fees to Gallagher for a transaction or service involving the plan.
[2] Direct Fees include compensation to Gallagher paid for directly by the plan sponsor/Client.
[3] Which allows an exemption from a prohibited transaction under Section 408(a) of the Employee Retirement Income Security Act of 1974 (ERISA).
[4] In making these disclosures, no position is taken, nor is one to be inferred, regarding the use of assets of a plan subject to ERISA to purchase such insurance.

Carlton ISD #93

School Board Handbook

Last Updated: 7.7.25

Revised: 7.7.25

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Introduction

Navigating This Handbook

The purpose of this handbook is to outline the board's operating procedures and norms. It also includes important information on policies, meetings, committees, partnerships, and communication. Its ongoing guidance is meant to enable each board member to fulfill essential governance duties and to exercise their responsibilities as a board member, while also providing expectations and standards of behavior for the conduct of the board.

Handbook Maintenance and Review Procedure

- Annually, the handbook will undergo a review by the board. As part of this review, the board will:
    - Review mutual expectations of board norms;
    - Seek input and feedback regarding best practices, as needed;
    - Check the MSBA website for suggested handbook updates;
    - Adopt the updated handbook by a majority vote of the board.
- Board members may propose additions/revisions to the handbook by sending an email to the chair and superintendent requesting to add "handbook discussion" as a topic for an upcoming working session.
- The handbook may be updated to reflect adopted policy changes without further board action;
- Hyperlinks within the handbook may be updated without further board action;
- The date this handbook was last reviewed, updated, and/or revised, is included on the cover page of this handbook.

District Information

The effectiveness of your decisions as a board member hinges on your knowledge of the district's schools, staff, students, and the communities they inhabit. Recognizing the specific needs and aspirations of Carlton ISD #93 will empower you to advocate for policies and initiatives that truly enhance our educational outcomes. By engaging with this information, you will not only enhance your ability to make informed decisions but also build trust and credibility with fellow board members, the community, staff, and students alike. Let this knowledge serve as the foundation of your tenure, guiding your decisions and initiatives to foster an environment where every student can succeed.

Leadership Directory

Board Members

Name	Board Position	Phone Number	Email Address
Laura Nilsen	Board Chair		lnilsen@carlton.k12.mn.us
Ryan Leonzal	Vice Chair		rleonzal@carlton.k12.mn.us
Sam Ojibway	Treasurer		sojibway@carlton.k12.mn.us
Susan Karp	Clerk		skarp@carlton.k12.mn.us
Benjamin Nilsen	Director		bnilsen@carlton.k12.mn.us
Daniel Solarz	Director		dsolarz@carlton.k12.mn.us

Note - *Possible board positions include Chair, Vice-Chair, Clerk, and Treasurer.*

Superintendent's Office

Name	Position	Phone Number	Email Address
Mark Messman	Superintendent	218-384-4225 ext 113	mmessman@carlton.k12.mn.us
Jenny Blatchford	Executive Assistant	218-384-4225 ext 114	jblatchford@carlton.k12.mn.us
Angela Lind	Business Manager	218-384-4225 ext 162	alind@carlton.k12.mn.us

Note - *Possible positions include Superintendent, Assistant Superintendent, and Administrative Assistant.*

Leadership Cabinet

Name	Position	Phone Number	Email Address
Warren Peterson	Interim HS Principal	218-384-4225 ext 127	wpeterson@carlton.k12.mn.us
Kari Solarz	Elementary Principal	218-384-4225 ext 212	ksolarz@carlton.k12.mn.us
Brent Pokornowski	Athletic Director	218-481-2628	bpokornowski@carlton.k12.mn.us
Amanda Radtke	Academic Social/Emotional Learning Advisor	218-384-4225 ext 163	aradtke@carlton.k12.mn.us

Note - *Possible positions include Principal, Special Education Director, Buildings and Grounds Director, Human Resource Specialist, Activities Director, Dean of Students, Business Manager, Curriculum Director, and Communications Director.*

District Facilities

Building	Address	Phone Number
Middle/High School	405 School Ave, Carlton, MN 55718	218-384-4225
South Terrace Elementary	530 Stine Drive, Carlton, MN 55718	218-384-4225

Schedule a Facility Visit or Tour

You have the same right as a parent or community member to visit the schools in your district as long as you adhere to the procedures the district has for visitors. You may also visit the schools in an official capacity with the board's authority or to fulfill a specific duty required of you as a board member. In any event, be sure to communicate with the superintendent and building administrator to schedule your visit.

You should use school visits to build good working relations with building principals and staff, to celebrate the positive accomplishments of the schools, and to show your pride as a member of the board. Look for opportunities to visit when a school is hosting a special event or recognition program for students and staff.

If you'd like to visit a school, check into the main office and let the superintendent know that you are here.

Strategic Framework



Board Membership

When considering your governance role, embracing the procedural steps that underpin the integrity of the democratic process is paramount. From post-election procedures to the establishment of board offices, each action reflects your commitment to transparency and accountability. By being diligent in these duties, you acknowledge the trust placed in you by constituents. Prioritizing effective governance ensures you serve the community and prioritize the needs of students.

Post-Election Procedures

Canvass and Declaration of Results

Between the third and tenth days after a district election, the board must canvass the returns and declare the results of the election. Minn. Stat. 205A.10, Subd. 3.

Certification of Results

The district clerk shall certify the results of the district election to the county auditor. Minn. Stat. 205A.10, Subd. 3.

Issuance of Certificate of Election

After canvassing the election and the time for contesting an election has passed (seven days after the canvassing board has declared the result of the election), the board shall issue a certificate of election to the candidate for each office who received the largest number of votes cast for the office. If there is a contest, the certificate of election to that office must not be issued until the outcome of the contest has been determined by the proper count. Minn. Stat. 205A.10, Subd. 3; Minn. Stat. 204C.40, Subd. 2.

Campaign Financial Report Certification of Filing

The Certification of Filing is due no later than seven days after the general election. Minn. Stat. 211A.05.

Taking Office

Board members take office the first Monday in January. Minn. Stat. 123B.14, Subd. 1.

Official Oath of Office

The official oath of office is administered once elections have been canvassed, the candidates have turned in their certificate of campaign filing report, and the seven-day contest period has ended. When the contest period ends, the school election officer should give each winning candidate the certificate of election. Each winning candidate then has thirty days to sign the official oath and acceptance of office form in front of a notary. By signing this document, the individual officially becomes a board member on the first Monday in January. Minn. Stat. 358.05.

Ceremonial Oath of Office

The ceremonial oath of office is usually administered at the organizational meeting on the first Monday in January (or as soon thereafter as practicable). While the official oath of office is required, the ceremonial oath of office is optional.

Organizational Meeting

On the first Monday in January (or as soon as practicable thereafter) each year, newly elected board members' terms of office begin, and boards must meet to organize for the year. Minn. Stat. 123B.14, Subd. 1. During this meeting, ceremonial oaths of office may be administered, officers are elected, committee assignments are established, and meeting schedules are adopted. This process lays the groundwork for the board's operations, emphasizing collaboration and effective governance to serve the district and its stakeholders.

For more regarding organizational meetings see, MSBA's First Monday in January Handbook.

District New Board Member Intake Paperwork

- Copy of the board handbook
- School Year Calendar
- Access to district electronic resources
- Complete onboarding paperwork
- Collect contact information including home address and cell phone number and a photo
- Complete payroll paperwork
- Complete a background check
- Set up a district email
- Schedule a one-on-one meeting with the superintendent
- Schedule a one-on-one meeting with your board mentor
- Provide MSBA login information
- Provide MSBA's contact information (Phone: 507-934-2450; Online Inquiry Form)

Board Organization

Eligibility Requirements

To run for a board seat, you must be (1) at least 21 years old, (2) an eligible voter, (3) a district resident for at least 30 days prior to election/appointment, and (4) not convicted of a felony. Minn. Stat. 123B.09; Minn. Stat. 204B.06, Subd. 1.

Term of Office

Board members are elected to four-year terms and take office on the first Monday in January. The term of a member who has been appointed to fill a vacancy will be for the remainder of the predecessor's term until the date of the district's next general election. There is no limit on the number of consecutive terms a board member can serve. Minn. Stat. 123B.09.

Filling Vacancies

A vacancy on the board can occur for a number of reasons including when a member dies, resigns, or ceases to be a resident of the district. All vacancies will be filled according to Minn. Stat. 123B.09.

For more information, regarding filling vacancies see: Steps to Fill a School Board Vacancy with Sample Application and Interview Questions.

Board Composition

School boards in Minnesota are made up of either six or seven members. Some exceptions have been created by special legislation, often for consolidated districts. The superintendent is an ex-officio (non-voting) member of the board. Minn. Stat. 123B.09.

Board Offices

Officers of the board include chair, vice-chair (optional), clerk, and treasurer. These positions are determined annually at the organizational meeting. All board members, regardless of office, maintain equal rights and equal voices. See the Election of Board Officers section on page 27 for information regarding nominating and voting procedures.

Role of the Chair

- The chair, when present, shall preside at all meetings of the board, countersign all orders upon the treasurer for claims allowed by the board, represent the district in all actions, and perform all duties a chair usually performs.
- In case of absence, inability, or refusal of the clerk to draw orders for the payment of money authorized by a vote of the majority of the board to be paid, the chair may draw the orders, or the office of the clerk may be declared vacant by the chair and treasurer and filled by appointment.

Role of the Vice-Chair (optional)

- The vice-chair shall perform the duties of the chair in the event of the chair's temporary absence.

Role of the Clerk

- The clerk shall keep a record of all meetings in the books provided.
- Within three days after an election, the clerk shall notify all persons elected of their election.
- On or before September 15 of each year, the clerk shall:
    - file with the board a report of the revenues, expenditures, and balances in each fund for the preceding fiscal year.
    - make and transmit to the Commissioner of the Minnesota Department of Education (Commissioner) certified reports, showing:
        - revenues and expenditures in detail, and such other financial information required by law, rule, or as may be called for by the Commissioner;
        - length of school term and enrollment and attendance by grades; and
        - other items of information as called for by the Commissioner.
- The clerk shall enter into the clerk's record book copies of all reports, the teachers' term reports, the proceedings of any meeting, and keep an itemized account of all expenses of the district.
- The clerk shall furnish to the county auditor, on or before September 30 of each year, an attested copy of the clerk's record, showing the amount of proposed property tax levy voted by the district or the board for school purposes.
- The clerk shall draw and sign all orders upon the treasurer for the payment of money for bills allowed by the board for salaries of officers and for teachers' wages and all claims, to be countersigned by the chair.
- The clerk shall perform such duties as required by the Minnesota Election Law or other applicable laws relating to the conduct of elections.
- The clerk shall perform the duties of the chair in the event of the chair's and the vice-chair's temporary absences.
- By resolution, the board may combine the duties of clerk and treasure in a single person in the Office of Business Affairs. Typically, that single person almost always delegates at least some duties to others.

Role of the Treasurer

- The treasurer shall deposit the funds of the district in the official depository.
- The treasurer shall make all reports which may be called for by the board and perform all duties a treasurer usually performs.
- In the event there are insufficient funds on hand to pay valid orders presented to the treasurer, the treasurer shall receive, endorse, and process the orders in accordance with Minn. Stat. 123B.12.

- By resolution, the board may combine the duties of clerk and treasure in a single person in the Office of Business Affairs. Typically, that single person almost always delegates at least some duties to others.

Associated Policy – Refer to MSBA Policies 202.

Board Compensation

The clerk, treasurer, and superintendent of any district shall receive such compensation as may be fixed by the board. Unless otherwise provided by law, the other members of the board shall also receive such compensation as may be fixed by the board. All members of the board may receive reimbursement for transportation at the rate provided for in Minn. Stat. 471.665. No board member or district employee shall receive any compensation or benefits based on incentives or other money provided to the district by or from a source of group insurance coverage referenced in Minn. Stat. 471.6161, Subd. 1, except for a refund provided under Minn. Stat. 123B.75, Subd. 10, or a wellness plan that is mutually agreed upon by the district and the exclusive representatives of employees.

School Board Chair compensation - $1500.00 annually

School Board Member compensation - $1000.00 annually

School Board Meeting compensation - $40.00 each meeting

School Board Expenses related to training/mileage/meals shall be turned in 2 weeks post event.

Completed twice per year. End of June & December. Watch for emails from the business manager.

Expense Reimbursement

Board Compensation:

Process

- In the beginning of June and December the district office will provide an email form to complete and verify through a google sheet.
- Members must complete the compensation report 10 days prior to the end of the month.
- District office will verify attendance with the attendance sheet.
- Compensation will be completed through district payroll on the 30th of June and December and paid through direct deposit.
- Mileage will be reimbursed through check.

Trainings/Conferences:

Insights:

- **Pre-authorization is required** from the district office prior to any board related/reimbursed training or conferences.
- MSBA trainings/conferences must be booked through the district administrative assistant.
- Board members are expected to take the most efficient and economical form of travel to conferences/trainings.
- Members are encouraged to ride share and use district owned vehicles when available.
- Board members are compensated only for meals during travel time and during conferences when meals are not provided by the host.
- Overnight accommodations should be booked by the district administrative assistant, members input is welcome to provide accommodations that best meet their needs.

Process:

- All receipts for meal reimbursements must be submitted with appropriate form at earliest convenience to the district administrative assistant. (forms are in the district office).
    - Meal reimbursement follows district policy.
- Mileage is reimbursed in accordance with the current IRS rate. Mileage form must be completed along with a google map for verification.
    - Mileage is only reimbursed for approved board trainings/conferences.
- Meal reimbursements, mileage and other related expenses will be reimbursed when other district account payables are completed.

Associated Policy – Refer to MSBA Policies 212,214,412

Learning the Job

Learning from Board Colleagues

One of the most valuable resources at your disposal, outside of this handbook, is the wealth of experience and knowledge possessed by your fellow board members and district staff. Engaging with them can significantly enhance your understanding of board operations, policies, and educational best practices. Your colleagues on the board bring diverse backgrounds and perspectives that can provide invaluable insights. Here are a few ways to leverage their experience:

Workshops and Retreats – Participate actively in board workshops and retreats. These sessions are designed not only to address key issues but also to foster team building and collective learning.

Committee Participation – Join board committees that align with your interests and expertise. Working closely with other members on specific topics will deepen your understanding and contribute to your professional growth.

Informal Meetings – Work with the superintendent to schedule informal meetings with key staff members to discuss specific areas of interest. These one-on-one interactions can offer a more personalized learning experience and help you build strong working relationships.

Mentorship

The district recognizes the importance of supporting new board members as they transition into their roles. To facilitate this, the district has implemented a mentorship program designed to provide guidance, support, and valuable insights. Each new board member will be paired with an experienced mentor who will help them navigate their responsibilities and become effective contributors to the board. This mentor will be a seasoned board member with a deep understanding of the district's operations, policies, and culture. The assignment will be made by the board chair in consultation with the superintendent to ensure a good match based on experience and areas of expertise.

To support you in this transition, you and your mentor will use the MSBA New Board Member Orientation Year At-a-Glance to guide you through your first year. This program aims to provide you with the knowledge, tools, and support necessary to become an effective and confident board member. Mentor and mentee should schedule a time before each school board meeting to check-in regarding the upcoming agenda, policies, and procedures.

Our orientation program is structured to ensure you receive a balanced combination of printed materials, hands-on training, and personal mentorship. Throughout the year, you will engage in various learning sessions, attend MSBA training events, and participate in board meetings and district activities. These experiences are designed to deepen your understanding of board operations, district policies, and educational goals. By the end of your first year, you will have a solid foundation to effectively contribute to the board's mission of providing quality education for all students. Mentors are encouraged to attend the workshops and trainings with the mentees to make the information more relevant and specific to the district.

Ongoing Professional Development

Continuous learning is crucial for effective governance. Board members are encouraged to participate in school board and related workshops and activities sponsored by local, state, and national school boards associations, as well as in the activities of other educational groups. Each board member shall receive training in school finance and management developed in consultation with the Minnesota School Boards Association. Minn. Stat 123B.09, Subd. 2. Below is a full list of MSBA's Learning to Lead Phase Workshops.

- Learning to Lead – School Board Basics: Phase I Workshop
- Leadership Foundations – School Finance and Management: Phase II Workshop
- Building a High-Performance School Board Team: Phase III Workshop
- Representing Your Community Through Policy and Engagement: Phase IV Workshop

Other MSBA Professional Development Opportunities – To learn more about these opportunities, see the Workshops and Events section of the MSBA website.

In District Workshops
Mutual Expectations Workshop
School Board Self-Evaluation Workshop
Superintendent Search Workshop
Superintendent Evaluation Workshop
Regional Workshops
Officers' Workshop
Negotiations Seminars

Events
Leadership Conference
Summer Seminar
Delegate Assembly
Day at the Capitol
Advocacy Tour
Coffee and Conversation Series
Board Chair Chat
Monthly Webinars

Associated Policy – Refer to MSBA Policy 212.

MSBA Series of Publications – New board members automatically receive the following publications to stay current on education related news.

- **eClippings** – Receive daily links to K-12 news from around the state.
- **Leader Newsletter** – Monthly updates regarding MSBA news and events, topical news items, administrative topics, and much more.
- **Journal Magazine** – Bimonthly magazine includes school features, exploration of leadership issues, in-depth stories on education trends, and a directory of vendors.

Individual Board Membership

Duties as an Individual Board Member

The position of board member carries with it a profound responsibility to uphold the highest ethical standards. A commitment to integrity, transparency, and accountability will not only enhance the effectiveness of educational policies but also strengthen the community's confidence in the board's decision-making. Remember that your actions and decisions will help shape the future of our students, schools, and community. Let the Code of Ethics in District Policy 209 guide you in navigating the complexities of governance with unwavering moral clarity and purposeful dedication.

Associated Policy – Refer to MSBA Policy 209

Board Time Commitment

The time required to complete your board responsibilities will most vary by time of year. It will depend on how many meetings are scheduled, which committees you serve on, what issues are going on in the district at the time, and how much time you need to prepare for upcoming meetings. For example, if the district is going through a building project, hiring a superintendent, or developing the district budget, the time needed for board meetings may be more extensive. On average, however, you can anticipate spending about nine to twelve hours a month on board service.

Conflict of Interest

As a board member, you are expected to uphold the highest standards of integrity by actively avoiding any conflicts of interest in your official capacity. This means refraining from any personal financial involvement in district transactions such as sales, leases, or contracts you oversee or participate in. If a potential conflict arises, you must fully disclose your interests and abstain from decision-making processes related to those interests. You will operate under stringent guidelines to ensure that any exceptions to this rule are handled transparently, with unanimous consent and clear documentation. This approach maintains the community's trust and ensures all decisions are made solely in the best interest of the district and its stakeholders.

Associated Policy – Refer to MSBA Policy 210

Working as a Board Team

At the heart of educational excellence lies the steadfast commitment of the board, entrusted with duties that shape the very fabric of our district's future. Defined by statute, yet driven by a passion for progress, the board's responsibilities encompass a profound dedication to nurturing thriving learning environments and supporting the endeavors of our administration. Crucial to fulfilling these responsibilities is the collaborative spirit of board teamwork, where collective wisdom and shared vision pave the path toward transformative change. By fostering an environment of mutual respect and collaboration, the board can harness its collective strength to address challenges, capitalize on opportunities, and ultimately, advance the educational journey of every student in our district.

Duties of the Board

- The board has powers and duties specified by statute. The board's authority includes implied powers in addition to specific powers granted by the legislature.
- The board exercises administrative functions. It also has certain powers of a legislative character and other powers of a quasi-judicial character.
- The board shall supervise and manage the schools of the district; adopt rules for their organization, government, and instruction; prescribe textbooks and courses of study; and make and authorize contracts.

- The board shall have the general charge of the business of the district, its facilities and property, and of the interest of the schools.
- The board, among other duties, shall perform the following in accordance with applicable law:
    - provide by levy of tax, necessary funds for the conduct of schools, the payment of indebtedness, and all proper expenses of the district;
    - conduct the business of the schools and pay indebtedness and proper expenses;
    - employ and contract with necessary qualified teachers and discharge the same for cause;
    - provide services to promote the health of its pupils;
    - provide school buildings and erect needed buildings;
    - purchase, sell, and exchange district property and equipment as deemed necessary by the board for school purposes;
    - provide for payment of claims against the district, and prosecute and defend actions by or against the district, in all proper cases;
    - employ and discharge necessary employees and contract for other services;
    - provide for transportation of pupils to and from school, as governed by statute; and
    - procure insurance against liability of the district, its officers, and employees.
- The board, at its discretion, may perform the following:
    - provide library facilities, public evening schools, adult and continuing education programs, summer school programs, and intersession classes of flexible school year programs;
    - furnish school lunches for pupils and teachers on such terms as the board determines;
    - enter into agreements with one or more other independent districts to provide for agreed upon educational services;
    - lease rooms or buildings for school purposes;
    - authorize the use of school facilities for community purposes that will not interfere with their use for school purposes;
    - authorize co curricular and extracurricular activities;
    - receive, for the benefit of the district, bequests, donations, or gifts for any proper purpose; and
    - perform other acts as the board shall deem to be reasonably necessary or required for the governance of the schools.

Associated Policy – Refer to MSBA Policy 201

Board Governance Model

The MSBA Board Governance Model delineates the distinct roles and responsibilities of the board and the superintendent, ensuring both governance and management functions are clearly articulated and understood. It outlines the board's role in setting expectations and parameters through policy adoption, budgeting, contracting, and focusing on student achievement for all. It also highlights the superintendent's responsibilities in providing leadership and supervision, thus ensuring policies and strategies set by the board are effectively implemented.

Standards for Board Leadership

The board is responsible to the community to govern efficiently and lead effectively to provide students an equitable education that results in high achievement. To assist in this journey, see the Standards for School Board Leadership developed by the MSBA. This document outlines best practices for board members and provides the standards we should strive to meet as part of a high-performing board team.

Attributes of High-Performing Board Teams

1. Everyone clearly understands the mission, goals, and role of the board; everyone knows who is, and who should be, doing what.
2. Board members are skilled in group leadership and/or membership functions.
3. Board members have a high degree of trust in one another.
4. Interaction occurs in a supportive atmosphere. Suggestions, comments, ideas, information, and criticism are all offered in a manner that is helpful. Respect is shown for varying team viewpoints.
5. Expectations for the group and its members are high. Goals are stretched.
6. The board is not dominated by an individual or sub-group; everyone participates and has the opportunity to influence the discussion.
7. The board has established procedures for operation including decision-making, conflict resolution, and meeting management.
8. The board is future focused. Decisions are made with long-term consequences and benefits in mind.
9. The board evaluates its performance periodically.

School Board Self-Evaluation

School Board self-evaluations can be an invaluable tool for assessing and enhancing the effectiveness of our governing body. This process allows us to reflect on our collective performance, identifying strengths, challenges, and opportunities for improvement. Engaging in a self-evaluation enables us to gain insights into individual contributions and understand the dynamics and overall functioning of the board. It also fosters open communication, promotes accountability, and strengthens teamwork among board members. By participating in the process, we can gain insights that will empower us to make informed decisions, enhance our effectiveness in serving the community, and contribute to the continuous improvement of the board’s performance and impact.

- Carlton School District follows MSBA School Board Self Evaluation processes.

Role of the Superintendent

The board employs a superintendent to lead and manage the district. The superintendent is an ex-officio, non-voting member of the board and the chief executive officer of the school system. The superintendent's duties and responsibilities are derived largely from three sources: statute, the employment contract, and the job description. Superintendents are responsible for the management of the schools, the administration of all board policies, and are directly accountable to the board. The superintendent must annually evaluate each principal assigned responsibility for supervising a school building in the district. Also, the superintendent may delegate responsibilities to other district personnel but shall continue to be accountable for actions taken under such delegation. Minn. Stat. 123B.143.

Hiring a Superintendent

One of the most critical responsibilities of the board is the hiring of a superintendent. The selection of the superintendent is a decision that shapes the future of the district, influencing the quality of education, the effectiveness of school management, and the overall success of students. The importance of this decision cannot be overstated. The superintendent's vision and leadership directly impact educational outcomes and the district's ability to achieve its strategic goals. Therefore, it is imperative that the board conducts a thorough and meticulous search process, considering candidates' experience, leadership style, and alignment with the district's values and objectives. This decision requires careful deliberation and a commitment to finding a leader who will foster a positive educational environment, promote innovation, and address the diverse needs of the school community. In essence, the hiring of a superintendent is not just a routine administrative task but a defining moment that sets the course for the district's future.

Duties of the Superintendent

Refer to the superintendent contract.

Tenets of an Effective Board-Superintendent Relationship

Understanding and fostering a productive relationship between the board and the superintendent is critical for the success of our educational institution. The 17 Tenets of an Effective Board-Superintendent Relationship provides a comprehensive guide outlining key principles and best practices for maintaining a collaborative and effective partnership. This document highlights essential responsibilities and expectations for both the board members and the superintendent, promoting a clear understanding of each party's role in governance and administration. By adhering to these tenets, our board can ensure decisions are made efficiently, communication remains open and transparent, and the strategic goals of our district are met.

Evaluating the Superintendent

Evaluation of a superintendent's performance is one of the board's most important responsibilities. The evaluation of the superintendent is an inherent managerial right of the board. Each board member should review the superintendent's employment contract to determine the evaluation-related provisions, if any, that may be included. Done correctly, an evaluation is a useful governance tool that helps drive school improvement. In fact, a high-quality evaluation process enhances positive school-superintendent relationships, improves communication, clarifies leadership roles, creates common understandings, and provides a mechanism for accountability and communication.

- Superintendent Evaluation shall take place in December of each year.
    - In August there may be a mid term elevation to help support the superintendent meeting yearly goals.
    - Goals and objectives are determined by the board in alignment with the strategic plan.
    - All board members are encouraged to take part in the superintendent evaluation process.
        - MSBA offers a superintendent evaluation training webinar that is beneficial.
    - Carlton District follows the model policy/process recommended by MSBA.

Board Communication Guide

Communication Between Board Members

Adhering to guidelines for effective and lawful communication with your fellow board members is crucial. While open and collaborative communication is vital for the board's success, remember that discussions outside of official board meetings must be handled carefully to avoid violating the Minnesota Open Meeting Law (OML). This law requires any gathering of a quorum of board members, where official business is discussed, must be conducted in public and notice must be provided to ensure transparency. (See exceptions in the Closed Meeting Chart on pages 25.) **Therefore, while informal discussions can be valuable for building relationships and exchanging ideas, avoid veering into areas of official board business unless they are part of a scheduled public meeting.**

Building Collaborative Relationships – School governance is founded on the belief that a group of very different people representing various constituencies in their district can make better decisions than any one person alone. That diversity is the board's strength. It's best to be open-minded about the opinions of your fellow board members. Your goal should not be to change them to your point of view, but rather to determine the best solution to an issue by working together to try and accommodate all views. You want the students to be the "winners" — not one board member or another.

Addressing Team Dysfunction – Open communication is critical to the proper functioning of the board. If you feel the board is not functioning well, it may be appropriate to suggest a workshop where the board reviews its ground rules, board policies on board operations, and board/administrative relations that establish how the leadership team will function. If these ground rules and policies are not

effective, then consider modifications to them. The board may want to hire a facilitator to assist with discussions to improve the board's working relations. MSBA can help with a custom board in-service tailored to the board's specific situation.

Guidelines for interacting outside a board meeting

- **Do Not Discuss Board Business.** Focus on topics such as general education trends, personal updates, or board training and development without steering into specifics of pending decisions or board business.
- **Be Cautious with Written Communication.** Exercise caution with emails, texts, and social media interactions among board members. Avoid group messages or email chains discussing board business that could be construed as a meeting.
- **Be Transparent with Your Intentions.** Always make the purpose of any gathering clear, ensuring it is social or educational in nature and not meant for making decisions or deliberations that should be reserved for official meetings.
- **Consider Public Perception.** When planning to meet outside of formal board meetings, consider how such gatherings might be perceived by the public. It's crucial to remember any appearance of conducting board business or decision-making outside of the designated public meetings could undermine community trust and confidence.

Associated Policy – Refer to MSBA Policy 205.

Communication with the Superintendent

You need to establish a productive working relationship with the superintendent. To do this, you need to communicate with that individual. If you have questions, it is better to call the superintendent and discuss them before the board meeting rather than surprise the superintendent at a public meeting. If the questions are concerns or relate to negative feelings from the community, superintendents appreciate knowing about them in advance of the board meeting so they can come prepared to address them. It is appropriate to call the superintendent, set up a meeting to discuss questions, or send an email for simple questions or requests. When contacting the superintendent, it is important for you to keep the scope of such contacts within reason, to permit adequate time to receive a response, and to generally remain cognizant of the superintendent's other responsibilities and demands on their time.

Disagreements with the Superintendent – Always treat your fellow board members, the superintendent, and other administrators with respect. However, don't be afraid to disagree on an issue. In fact, a discussion about an issue that reflects two or more views usually results in a better decision than if everyone agrees with the first solution offered. Be certain to debate the issue, not the person, and maintain decorum in debate.

Situation	District Protocol
I have general questions about the district.	*Contact the superintendent.*
What if I disagree with a report or presentation to the board from the superintendent or other staff member?	*Contact the superintendent. Then share your views at a board meeting.*

Communication with District Administrators and Staff

You will likely come in contact with district employees, including administrators, teachers, and other staff members. While there's nothing wrong with talking to district staff, keep in mind that complaints should follow the chain of communication. Additionally, understand individual board members do not have authority to direct the work of district staff members. Directing requests through the superintendent can assist with appropriate prioritization, identifying information that may be readily available, and determining when it may be appropriate to have the full board weigh in regarding certain requests and project ideas.

Discussing Your Child with Staff – This can be a tricky area. No matter what you say about "speaking as a parent, not a board member," it may be difficult for some teachers to separate your role on the board from your role as a parent. Some board members have indicated their significant others frequently take the lead in speaking to their children's teachers. Make sure you're not using your position as a board member to secure special treatment for your child. If there are issues you wish to discuss with a teacher, you should follow the normal procedures for contacting your child's teacher to discuss them. Keep in mind that you do not relinquish your parental rights now that you're a board member.

Communication with Constituents Including Staff, Students, Parents, and Community

Identify the person contacting you and ensure you have their contact information. Seek to understand the situation or interest but, generally, do not agree or commit to resolve it personally as that is not the role of individual board members. Here are some general expectations:

- Do not agree to confidentiality or commit to limit your options of notification.
- Do not get involved in staff employment or contractual issues.
- Do not attempt to work with a parent who is working on behalf of an organized group rather than on behalf of their own student.
- When applicable, redirect the person to the appropriate staff person or administrator to address the concern.
- Be alert to patterns of like concerns and notify the superintendent's office of the possibility.
- If the concern raises governance or public relations questions, contact the board chair in addition to the superintendent.

- Avoid forming and communicating opinions about a board decision before the board has discussed it in a board meeting.

Situation	District Protocol
If I get a phone call, email, or stopped in public from a constituent with concerns regarding the district.	*Acknowledge and listen but ask them to reach out to the district superintendent.*
If I get a phone call, email, or stopped in public from a constituent regarding the board's decisions.	*Acknowledge and listen but remain supportive to the final decision of the board.*
If I get an email that is addressed to the entire board with concerns from a constituent.	*Do not respond. The superintendent and board chair will decide how to respond.*
There is a situation that requires the district's legal counsel to be contacted.	*Contact the Superintendent. The superintendent or chair will reach out to legal counsel.*

Engaging with the Community

Be proactive. The board can engage key stakeholders by inviting and appointing them to participate in standing and ad hoc committees, advisory panels, focus groups, forums, and surveys to describe a vision for the district, set its goals, plan strategically, align resources with goals, and other actions offering them an opportunity to learn about public education and to influence governance decisions. Encourage all members of the community to visit their schools. Invite them to extracurricular activities, schedule a grandparents' day, and offer tours. In public education, familiarity often breeds support.

Use a variety of means to engage community members, inform them about the district, and learn about their interests, priorities, and concerns. Print and electronic media, social media (be mindful of emerging trends for younger parents), the district's website, and face-to-face conversations all play important roles in a year-round district campaign to inform and to be informed.

While accentuating the positive — student successes and district progress — don't neglect the negative. Be the first to let the community know about clouds looming on the horizon, and what the board is doing to dispel them. The board should be ambassadors for the district by scheduling dialogues with a cross section of the community — preferably in their neighborhoods as well as in online forums. And be prepared to address negative comments and feedback in a positive, proactive manner.

In addition, consider the varying expectations of the district's constituents. The parents of seniors may have far different expectations than the parents of kindergartners, and elderly community members with no students in the district may want completely different types of communication.

Associated Policy – Refer to MSBA Policy 612.1

Communication with the Media

It's important to handle media interactions with care to maintain the veracity and unified voice of the board. Maintaining a unified voice is crucial as it ensures all board communications are consistent, clear, and reflect the collective decisions and strategic direction of the board. This unified approach helps to build trust and credibility with the community, stakeholders, and the media.

Situation	District Protocol
If I am approached by the media regarding a concern or board decision.	*Superintendent and board chair only respond to the media.*

Communication on Social Media

Social media plays a significant role in board members' responsibilities. To use social media effectively while avoiding potential pitfalls, remember your posts should reflect well on your role and set a good example for students and the community. Be careful not to share personal, confidential, or legally protected information about students, employees, or board members. Opt for face-to-face or telephone conversations for private matters instead of using social media. Control your emotions and avoid posting in anger or frustration, as negative statements can have lasting consequences and may lead to legal issues. Always use polite language and refrain from abusive, profane, or offensive comments. Additionally, avoid posting on behalf of the district or sharing commercial messages linked to the district. Use social media primarily for listening, making announcements, and gathering feedback rather than conducting board business. Finally, ensure you comply with all relevant laws and district policies, including those related to acceptable use, harassment, discrimination, and privacy. Your online actions should always reflect the values and responsibilities of your position within the district.

Situation	District Protocol
I know about an upcoming district event that should be featured on social media.	*Contact the administrative assistant and ask them to share it.*
I saw a post containing false or misleading information regarding the board or district.	*Contact the superintendent*

Using a District Email

You should use a district email account for your board communications. While this creates another account to monitor, the extra effort is well worth it. As an elected official, your communications related to your office are presumed to be public data unless a provision of law makes part or all of the email private. Your emails may contain private personnel data (Minn. Stat. 13.43), private educational data (Minn. Stat. 13.32), correspondence with a private individual (Minn. Stat. 13.601), or protected medical information.

Members of the public may request access to public government data for any reason. Government entities must respond to these requests, and any work required to separate private data from public data, known as redaction, cannot be charged to the requester. The government entity must keep public data readily accessible, and redacting private data is its responsibility. Often, decisions about redaction need to be made by legal counsel, which adds to the expense.

If you use a personal or work email account, access to the public data may require you to turn over the personal or work device on which the emails are stored. If you use a district email address, the district's computer system can be searched to respond to public data requests. As a result, you do not have to worry about your personal or work devices being unavailable or about your personal or work information being shared with others.

Using a separate email account also separates your board work from personal or business correspondence. This reduces the number of emails that need to be searched in preparation for responding to a public data request, saving the district time and money.

Another reason this separation is helpful is in how you think about your emails related to board work. Remembering the presumed public status of what you write in emails to other board members, the superintendent, and other district personnel about board work can save you from explanations and embarrassment. Public data may end up on the local news or social media, so it is wise to keep this in mind as you compose emails related to board work.

A final consideration is the potential to violate the OML. If a two-way communication about board business occurs among a quorum of the board (or a quorum of a board committee), it results in an OML violation, and the emails create a record of the violation.

Communicating with Board Members Via Email – To ensure OML compliance, you are strongly discouraged from using email to communicate with other board members about issues within the board's realm of authority, except for procedural elements like establishing meeting dates and locations. Generally, you should use email only for one-way communications to and from the board chair or superintendent to distribute information.

Situation	District Protocol
I have questions regarding an email I received from the board chair or superintendent.	*Talk to the superintendent.*
Another board member emailed me regarding board business.	*Don't respond. Talk to the superintendent.*
I have important information that everyone on the board needs to know before the next board meeting.	*Talk to the superintendent. She and the board chair will determine when the best time to share the information.*

Board Meetings and Governance

Board meetings are pivotal gatherings that dictate the course of educational policies and decisions within a district. Governed by a structured framework, these meetings encompass various types, from regular sessions to emergency convenings, each serving distinct purposes and following legal mandates outlined in Minnesota statutes. Moreover, the operational norms, roles of board officers, and adherence to parliamentary procedures shape the conduct of these meetings, ensuring efficiency, transparency, and accountability. In this comprehensive overview, we delve into the intricacies of board meetings, covering everything from meeting types and legal obligations to procedural guidelines and public participation protocols.

Meetings of the Board

Types of Meetings

Regular Board Meeting – Regular meetings of the board are held according to an established schedule. The schedule must be kept on file at the district office. No additional notice required unless the date, time, or place of the regular meeting is changed. Minn. Stat. 13D.04, Subd. 1.

Special Meeting – The board may hold a special meeting to conduct business as needed. A special meeting can provide extra time for presentations, such as review of building-level outcomes, or to deal with an issue that arises but is not likely to be ongoing. A special meeting requires three days' notice (posted on the district's main bulletin board and either published in the official newspaper or mailed/delivered to those persons requesting notice) of the date, time, place, and purpose of the meeting. Board discussion and action must fall within the posted purpose(s) of the meeting. Minn. Stat. 13D.04, Subd. 2.

Emergency Meeting – The board may hold an emergency meeting called to deal with a situation that requires immediate board consideration and possible action, such as a response to a school fire, a school safety issue, etc. The board determines when an emergency meeting is needed. Good faith effort must be made to notify the news media that have requested notice in the same manner as notice is given to board members. If the situation allows for a three-day notice, hold a special meeting. Minn. Stat. 13D.04, Subd. 3.

Work Session: A work session is a meeting of the board with selected staff or presenters to study and discuss in depth matters which potentially will come before the board. This meeting may be a regular or a special meeting.

Retreat/Workshop: This is a leadership team meeting for board members and the superintendent, can be led by a professional facilitator and dealing with evaluation and/or development issues. This is usually a special meeting.

Committee: Board committee meetings are covered by the OML. Other committee meetings that include board members may also be covered by the Open Meeting Law. Minn. Stat. 13D.01, Subd. 1.

Organizational Meeting – The first meeting in January will be devoted to business required for the proper organization of the board. The agenda may include:

- Seating new members including administering the ceremonial oath of office
- Electing officers for chair, vice-chair (optional), clerk, and treasurer
- Setting the dates, time, and location(s) for regular board meetings
- Setting board member compensation
- Establishing standing committees and committee members
- Passing a Resolution for Combined Polling Places
- Determining time, place, and manner for public comments
- Designating district depositories
- Selecting the official newspaper and the district's legal counsel
- Other

Open Meeting Law (OML)

The Open Meeting Law (Minn. Stat. Ch. 13D.) is intended to preserve the rights of the public to observe actions and decisions of its representatives. To satisfy this, all meetings of the board will be open to the public for attendance, and a schedule of the board's regular meetings and working sessions will include times and locations and shall be kept on file at the district office. (See the Closed Meeting Law Chart link below for exceptions). Additionally, the board will ensure a schedule of meetings is posted on the district's website. The OML applies to all meetings of the public body and, in general, meetings of its committees and subcommittees. For the law to apply, a quorum (a majority of the members of the board) must be present. Although the responsibility to ensure meetings are properly noticed lies with the board, this operational activity is typically carried out by the staff member who functions as the clerk to the board.

Closed Meetings

Minnesota's OML requires all board meetings to be open to the public with few exceptions. A public body must begin in an open meeting and state on the record the specific grounds permitting the meeting to be closed and describe the subject to be discussed. A majority vote is needed to close the meeting, with the time and place announced at the public meeting before going into closed session. Please review Minn. Stat. 13D.05 before proceeding to close a meeting. For specific questions, consult with legal counsel.

For more information regarding closed meetings, see MSBA's Closed Meeting Law Chart.

Meetings Conducted by Interactive Technology

In the ever-evolving landscape of governance, technology has become an indispensable tool for facilitating communication and collaboration. Section 13D.02 of the Minnesota Statutes acknowledges

this reality by outlining the conditions under which meetings governed by section 13D.01 can be conducted using interactive technology.

For more information regarding remote meetings, see Minn. Stat. 13D.02 Meetings Conducted by Interactive Technology.

Meeting Operations

Attendance of Meetings

All board members are expected to attend all meetings. However, it is recognized that scheduling conflicts will occur.

- Members shall contact the board chair by phone, text, or email as soon as possible if unable to attend any board meeting.

Location of Meetings

- Board meetings are held at Carlton Middle/High School (405 School Ave, Carlton MN 55718.)
    - Working Sessions are typically held at 7pm on the 2nd Monday of each month in the district office board room.
    - Regular Meetings are typically held at 7pm on the 3rd Monday of each month in the Library.

Presentations

- Presentations of various topics are common at board meetings.
    - Presenters usually are requested to attend meetings after a committee or superintendent recommendation.
    - Board members are encouraged to ask questions of the presenters after the presentation.

Voting

Each elected member of the board will have one vote. A roll call vote will be taken when required by law or when requested by any board member.

Quorum of the Board

In order for a board meeting to be official and before any action can be taken by the board, at least a quorum of board members must be present. In the absence of a quorum, the only official action that the board may take is to adjourn the meeting. The gathering of a quorum constitutes a meeting if “members discuss, decide, or receive information as a group on issues relating to the official business of the district.”

Parliamentary Procedure During Meetings

Associated Policies – Refer to MSBA Policy 203

Presiding Officer

The chair will preside over all board meetings. If the chair is unable to preside, the vice-chair (if one has been appointed), will perform the duties of the chair. Should both the chair and vice-chair be unable to preside, the clerk will perform the duties of the chair. In the unlikely event that the chair, vice-chair, and clerk are unable to preside, the treasurer will perform the duties of the chair.

Superintendent's Role in Board Meetings

The superintendent is a key person at all board meetings. The superintendent and chair commonly plan the meeting agenda together. The superintendent makes certain the meeting room is set up as required and all tools needed are available, such as audio or visual recording equipment, internet access, microphones, etc. Each item on the agenda is introduced by the chair; however, for discussion or action items, the superintendent or a designee is often asked to explain the issue. The superintendent's recommendation should be solicited before a vote is taken.

Board Committees

Committees may be established to address recurring needs of the board. Committees are in place to make the board's work more efficient and effective. They serve in advisory capacities and bring recommendations to the full board for decision making. Board committees should meet as often as necessary to accomplish their work and should meet only when there is substantive work to be done.

Click to review the Board Committees.

Associated Policy – Refer to MSBA Policy 213

Election of Board Officers

Minnesota law is silent on the method of electing officers, except that the election must be by open vote and not by any form of secret ballot. Minn. Stat. 13D.01, Subd. 4. Subsequently, the board may establish its own procedures, including procedures for nominating officers and voting procedures. The board will establish procedures in advance of the meeting so that everyone will know what to expect from the outset. The board must follow the procedures, but the procedures can be changed if the majority of the board members agree.

For more information regarding officer elections, see MSBA's First Monday in January Handbook.

- Procedures for nominating officers including –
    - Any board member is allowed to nominate themselves or another member. No second is required.
    - Once officer type nominations are called for 3x, officers are then voted upon by all members.

- The majority officer wins the position.
- Tied nominations required a re-vote and or discussion.
- If no one is nominated or nominated themselves, the board shall have a discussion around the issue. Past board officers can resume positions until a future meeting to re-vote.

Guide to Board Meeting Roles and Responsibilities

Effective management and clear understanding of roles are essential for the smooth operation of board meetings. The Guide to Board Meeting Roles and Responsibilities provides a detailed outline of the duties and expectations for board members, the chair, the superintendent, and administrative staff before, during, and after meetings. This comprehensive guide helps ensure all participants are well-prepared, meetings are conducted efficiently, and follow-up actions are clearly defined. It covers everything from agenda preparation and legal advice to maintaining a positive meeting atmosphere and accurate record-keeping.

Data Privacy

It's essential to understand how data privacy relates to board meetings. When discussing district matters in board meetings, we encourage open dialogue. However, we need reasonable restrictions to ensure orderly proceedings and protect individuals' privacy and due process rights. These rights extend to both employees and students of the district. For employees, this includes the privacy of their personnel data. Similarly, students have privacy rights concerning their educational data. To uphold these privacy rights, we have procedures in place for handling agenda items and complaints.

Associated Policy – Refer to MSBA Policy 515 and 406.

Public Comments to the Board

The board recognizes the value of participation by the public in deliberations and decisions on district matters. However, the board retains the right to determine whether and how public comment may occur.

1.1 Notice regarding Public Comment

- Please state your name and resident district.
- Comments must be limited to the item listed on the Regular Meeting Agenda.
- Public comments will occur in accordance with established Carlton School Board Policies and Protocols.
- Please limit comments to three (3) minutes.
- All members of the public who wish to speak will be recognized first before second turn at speaking will be recognized by the Chair

Associated Policy – Refer to MSBA Policy 206

Agendas and Minutes

Agenda Procedures

The board will conduct business during meetings through an adopted agenda that advances board work and district goals. The agenda serves as a roadmap for the meeting, outlining topics such as reports, presentations, discussions, and decisions. It is expected all board members will read the agenda and any supporting documents prior to the meeting. Each board member has the right to request additions, amendments, or revisions to the agenda prior to its adoption, and the board will determine if those changes are to be made.

- The Superintendent and Board Chair are responsible for forming monthly working sessions and board agendas.
    - Members are welcome to submit ideas, suggestions or topics to include. We will do our best to get them to the agenda as soon as reasonably possible.
    - Members may call for a vote prior to the agenda's approval at a board meeting to add, revise, or remove a topic. Reminder: transparency to our stakeholders is of utmost importance, revising the agenda at the last minute may lead to lack of transparency.
    - Agendas and materials will be made available at the latest the Thursday before the board meeting. Board members have access to all the files during the building of the agenda and packet in the school board google file. Even though this is not finalized, you will find all the documents to be discussed here as we receive them and add to the agenda.
    - Members are encouraged to reach out to the board chair prior to the meeting via phone or email with any questions or concerns.
    - Any clerical errors should be reported to the administrative assistant or board chair immediately.
    - Any necessary last minute changes to the agenda after distribution will be communicated to the board from the chair or superintendent.

Associated Policy – Refer to MSBA Policy 203.5

Consent Agenda

The superintendent, in consultation with the board chair, may place items on the consent agenda. A consent agenda is a part of the agenda that includes items typically approved together in one motion. These items may include meeting minutes, routine reports, personnel appointments, and other administrative matters. By grouping these items together, the board can streamline the meeting process and focus on more substantive discussions. If any board member wishes to discuss or vote separately on an item listed in the consent agenda, they can request to have it removed for individual consideration.

Associated Policy – Refer to MSBA Policy 203.6

Meeting Minutes

Minutes will be carefully recorded to include all actions of the board and all votes taken at a board meeting by the board's clerk or designee. Minutes do not include discussion or editorial comments.

- Board meeting minutes will be adopted at the next regular board meeting and included in the board packet.
- Adopted minutes will be available on the district website.
- Meeting minute archives will be stored in the district office as the official record of business.

Associated Policy – Refer to MSBA Policy 204

Resolution

_____ offered the following resolution and moved its adoption:

The School Board of Independent School District 93 accepts the following donations and thanks them for their support of the School District:

- *Carlton County United Way - large box of school supplies to be distributed as needed to students, estimated value approximately $100.00*

The resolution was supported by _____ and duly declared:

Adopted/Not Adopted

on the following vote:

	YEA	NAY	ABSENT
Laura Nilsen	___	___	___
Sam Ojibway	___	___	___
Ben Nilsen	___	___	___
Sue Karp	___	___	___
Dan Solarz	___	___	___
Ryan Leonzal	___	___	___

_____
School Board Clerk

Adopted: _____ *MSBA/MASA Model Policy 601*

Orig. 1995

Revised: _____ *Rev. 2024*

601 SCHOOL DISTRICT CURRICULUM AND INSTRUCTION GOALS

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

I. PURPOSE

The purpose of this policy is to establish broad curriculum parameters for the school district that encompass the Minnesota Academic Standards and federal law and are aligned with comprehensive achievement and civic readiness.

II. GENERAL STATEMENT OF POLICY

The policy of the school district is to strive for comprehensive achievement and civic readiness in which all learning in the school district should be directed and for which all school district learners should be held accountable.

III. DEFINITIONS

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

B. "Antiracist" means actively working to identify and eliminate racism in all forms in order to change policies, behaviors, and beliefs that perpetuate racist ideas and actions.

C. "Benchmark" means specific knowledge or skill that a student must master to complete part of an academic standard by the end of the grade level or grade band.

D. "Comprehensive Achievement and Civic Readiness" means striving to: meet school readiness goals; close the academic achievement gap among all racial and ethnic groups of students and between students living in poverty and students not living in poverty; have all students attain career and college readiness before graduating from high school; have all students graduate from high school; and prepare students to be lifelong learners.

E. "Culturally sustaining" means integrating content and practices that infuse the culture and language of Black, Indigenous, and People of Color communities who have been and continue to be harmed and erased through the education system.

F. "Curriculum" means district or school adopted programs and written plans for providing students with learning experiences that lead to expected knowledge, skills, and career and college readiness.

G. "Ethnic studies" as defined in Minnesota Statutes, section 120B.25, has the same meaning for purposes of this section. Ethnic studies curriculum may be integrated in existing curricular opportunities or provided through additional curricular offerings.

H. "Experiential learning" means learning for students that includes career exploration through a specific class or course or through work-based experiences such as job shadowing, mentoring, entrepreneurship, service learning, volunteering, internships, other cooperative work experience, youth apprenticeship, or employment.

I. "Institutional racism" means structures, policies, and practices within and across
institutions that produce outcomes that disadvantage those who are Black, Indigenous, and People of Color.

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

K. "Performance measures" are measures to determine school district and school site progress in striving for comprehensive achievement and civic readiness and must include at least the following:

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

2. student performance on the Minnesota Comprehensive Assessments;

3. high school graduation rates; and

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

[Note: Definitions B, E, G, and I are added to Minnesota Statutes 120B.11—the Comprehensive Achievement and Civic Readiness law—effective August 1, 2023. The definitions apply to revisions to the Comprehensive Achievement and Civic Readiness law regarding strategic plans; these revisions are effective "for all strategic plans reviewed and updated after June 30, 2024."]

IV. LONG-TERM STRATEGIC PLAN

A. The school board, at a public meeting, must adopt a comprehensive, long-term strategic plan to support and improve teaching and learning that is aligned with striving for comprehensive achievement and civic readiness and includes the following:

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

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

2. a process to assess and evaluate each student's progress toward meeting state and local academic standards, assess and identify students for participation in gifted and talented programs and services and accelerate their instruction, adopt early-admission procedures consistent with Minnesota Statutes, section 120B.15 and identifying the strengths and weaknesses of instruction in pursuit of student and school success and curriculum affecting students' progress and growth toward career and college readiness and leading to the world's best workforce;

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

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

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

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

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

5. a process to examine the equitable distribution of teachers and strategies to ensure children in low-income families, children in families of People of Color, and children in American Indian families are not taught at higher rates than other children by inexperienced, ineffective, or out-of-field teachers;

6. education effectiveness practices that

   a. integrate high-quality instruction, technology, and curriculum that is rigorous, accurate, antiracist, and culturally sustaining;

   b. ensure learning and work environments validate, affirm, embrace, and integrate cultural and community strengths for all students, families, and employees;

   c. provide a collaborative professional culture that seeks to retain qualified, racially and ethnically diverse staff effective at working with diverse students while developing and supporting teacher quality, performance, and effectiveness; and

7. an annual budget for continuing to implement the school district plan; and

8. identifying a list of suggested and required materials, resources, sample curricula, and pedagogical skills for use in kindergarten through grade 12 that accurately reflect the diversity of the state of Minnesota.

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

C. Every child is reading at or above grade level every year, beginning in kindergarten, and multilingual learners and students receiving special education services are receiving support in achieving their individualized reading goals pursuant to Policy 621 (Literacy and the Read Act)

Legal References: Minn. Stat. § 120B.018 (Definitions)
Minn. Stat. § 120B.02 (Educational Expectations and Graduation Requirements for Minnesota Students)
Minn. Stat. § 120B.11 (School District Process for Reviewing Curriculum, Instruction, and Student Achievement Goals; Striving for Comprehensive Achievement and Civic Readiness)
Minn. Stat. § 120B.12 (Read Act Goal and Interventions)
Minn. Stat. § 120B.30, Subd. 1 (Statewide Testing and Reporting System)
Minn. Stat. § 120B.35, Subd. 3 (Student Academic Achievement and Growth)
Minn. Stat. § 122A.40, Subd. 8 (Employment; Contracts; Termination)
Minn. Stat. § 122A.41, Subd. 5 (Teacher Tenure Act; Cities of the First Class; Definitions)
Minn. Stat. § 123B.147, Subd. 3 (Principals)
Minn. Stat. § 125A.56, Subd. 1 (Alternate Instruction Required before Assessment Referral)
20 U.S.C. § 5801, *et seq.* (National Education Goals)
20 U.S.C. § 6301, *et seq.* (Every Student Succeeds Act)

Cross References: MSBA/MASA Model Policy 104 (School District Mission Statement)
MSBA/MASA Model Policy 613 (Graduation Requirements)
MSBA/MASA Model Policy 614 (School District Testing Plan and Procedure)
MSBA/MASA Model Policy 615 (Testing Accommodations, Modifications, and Exemptions for IEPs, Section 504 Plans, and LEP Students)
MSBA/MASA Model Policy 616 (School District System Accountability)
MSBA/MASA Model Policy 618 (Assessment of Student Achievement)

Adopted: _____ *MSBA/MASA Model Policy 603*

Orig. 1995

Revised: _____ *Rev. 2024*

603 CURRICULUM DEVELOPMENT

[NOTE: Minnesota Statutes, section 120B.11 requires school districts to adopt a comprehensive long-term strategic plan that addresses the review of curriculum, instruction, student achievement, and assessment. MSBA/MASA Model Policies 601, 603, and 616 address these statutory requirements. In addition, MSBA/MASA Model Policies 613-615 and 618-620 provide procedures to further implement the requirements of Minnesota Statutes, section 120B.11.]

I. PURPOSE

The purpose of this policy is to provide direction for continuous review and improvement of the school curriculum.

II. GENERAL STATEMENT OF POLICY

Curriculum development shall be directed toward the fulfillment of the goals and objectives of the education program of the school district.

III. RESPONSIBILITY

The superintendent shall be responsible for curriculum development and for determining the most effective way of conducting research on the school district's curriculum needs and establishing a long-range curriculum development program. Timelines shall be determined by the superintendent that will provide for periodic reviews of each curriculum area.

IV. DISTRICT ADVISORY COMMITTEE

A. The school board must establish an advisory committee to ensure active community participation in all phases of planning and improving the instruction and curriculum affecting state and district academic standards.

B. The District Advisory Committee, to the extent possible, must reflect the diversity of the district and its school sites, include teachers, parents, support staff, students, and other community residents, and provide translation to the extent appropriate and practicable. Whenever possible, parents and other community residents must comprise at least two-thirds of committee members.

C. The District Advisory Committee must pursue community support to accelerate the academic and native literacy and achievement of English learners with varied needs, from young children to adults, consistent with Minnesota Statutes, section 124D.59, subdivisions 2 and 2a.

D. The school district may establish site teams as subcommittees of the District Advisory Committee.

E. The District Advisory Committee must recommend to the school board

1. rigorous academic standards, student achievement goals and measures consistent with Minnesota Statutes, sections 120B.11, subdivision 1a; 120B.022, subdivisions 1a and 1b; and 120B.35;

2. district assessments;

3. means to improve students' equitable access to effective and more diverse teachers;

4. strategies to ensure the curriculum is rigorous, accurate, antiracist, culturally sustaining, and reflects the diversity of the student population;

5. strategies to ensure that curriculum and learning and work environments validate, affirm, embrace, and integrate the cultural and community strengths of all racial and ethnic groups; and

6. program evaluations.

F. School sites may expand upon district evaluations of instruction, curriculum, assessments, or programs.

V. SCHOOL SITE TEAM

Each school must establish a site team to develop and implement strategies and education effectiveness practices to improve instruction, curriculum, cultural competencies, including cultural awareness and cross-cultural communication, and student achievement at the school site. The site team must include an equal number of teachers and administrators and at least one parent. The site team advises the board and the advisory committee about developing the annual budget and creates an instruction and curriculum improvement plan to align curriculum, assessment of student progress, and growth in meeting state and district academic standards and instruction.

VI. CURRICULUM DEVELOPMENT PROCESS

[Note: In light of changes in Minnesota law regarding curriculum, MSBA encourages school districts to consider deleting Article VI, Section A or revising it to reflect local curriculum development processes. Literacy planning is now addressed in new model policy 621: Literacy and the READ Act.]

A. Students who do not meet or exceed Minnesota academic standards, as measured by the Minnesota Comprehensive Assessments that are administered during high school, shall be informed that admission to a public school is free and available to any resident under 21 years of age or who meets the requirements of Minnesota Statutes, section 120A.20, subdivision 1(c). A student's plan under this section shall continue while the student is enrolled.

B. The superintendent shall be responsible for keeping the school board informed of all state-mandated curriculum changes, as well as recommended discretionary changes, and for periodically presenting recommended modifications for school board review and approval.

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

Legal References: Minn. Stat. § 120A.20 (Admission to Public School)
Minn. Stat. § 120B.10 (Findings; Improving Instruction and Curriculum)
Minn. Stat. § 120B.11 (School District Process for Reviewing Curriculum, Instruction, and Student Achievement Goals; Striving for Comprehensive Achievement and Civic Readiness)
Minn. Stat. § 120B.12 (Read Act Goal and Interventions)
Minn. Stat. § 120B.125(f) (Planning for Students' Successful Transition to

Postsecondary Education and Employment; Personal Learning Plans)
Minn. Stat. § 124D.59 (Definitions)
Minn. Rules Part 3500.0550 (Inclusive Educational Program)
Minn. Rules Part 3501.0660 (Academic Standards for Kindergarten through Grade 12)
Minn. Rules Parts 3501.0700-3501.0745 (Academic Standards for Mathematics)
Minn. Rules Part 3501.0820 (Academic Standards for the Arts)
Minn. Rules Parts 3501.0900-3501.0960 (Academic Standards in Science)
Minn. Rules Parts 3501.1200-3501.1210 (Academic Standards for English Language Development)
Minn. Rules Parts 3501.1300-3501.1345 (Academic Standards for Social Studies)
Minn. Rules Parts 3501.1400-3501.1410 (Academic Standards for Physical Education)
20 U.S.C. § 6301, *et seq.* (Every Student Succeeds Act)

Cross References: MSBA/MASA Model Policy 604 (Instructional Curriculum)
MSBA/MASA Model Policy 605 (Alternative Programs)
MSBA/MASA Model Policy 613 (Graduation Requirements)
MSBA/MASA Model Policy 614 (School District Testing Plan and Procedure)
MSBA/MASA Model Policy 615 (Testing Accommodations, Modifications, and Exemptions for IEPs, Section 504 Plans, and LEP Students)
MSBA/MASA Model Policy 616 (School District System Accountability)
MSBA/MASA Model Policy 618 (Assessment of Student Achievement)
MSBA/MASA Model Policy 619 (Staff Development for Standards)
MSBA/MASA Model Policy 620 (Credit for Learning)
MSBA/MASA Model Policy 623 (Mandatory Summer School Instruction)

Adopted: _____ *MSBA/MASA Model Policy 606*

Orig. 1995

Revised: _____ *Rev. 2024*

606 TEXTBOOKS AND INSTRUCTIONAL MATERIALS

I. PURPOSE

The purpose of this policy is to provide direction for selection of textbooks and instructional materials.

II. GENERAL STATEMENT OF POLICY

The school board recognizes that selection of textbooks and instructional materials is a vital component of the school district's curriculum. The school board also recognizes that it has the authority to make final decisions on selection of all textbooks and instructional materials.

III. RESPONSIBILITY OF SELECTION

A. While the school board retains its authority to make final decisions on the selection of textbooks and instructional materials, the school board recognizes the expertise of the professional staff and the vital need of such staff to be primarily involved in the recommendation of textbooks and instructional materials. Accordingly, the school board delegates to the superintendent the responsibility to direct the professional staff in formulating recommendations to the school board on textbooks and other instructional materials.

B. In reviewing textbooks and instructional materials during the selection process, the professional staff shall select materials that:

1. support the goals and objectives of the education programs;

2. consider the needs, age, and maturity of students;

3. foster respect and appreciation for cultural diversity and varied opinion;

4. fit within the constraints of the school district budget;

5. are in the English language. Another language may be used, pursuant to Minnesota Statutes, sections 124D.59 to 124D.61;

6. permit grade-level instruction for students to read and study America's founding documents, including documents that contributed to the foundation or maintenance of America's representative form of limited government, the Bill of Rights, our free-market economic system, and patriotism; and

7. do not censor or restrain instruction in American or Minnesota state history or heritage based on religious references in original source documents, writings, speeches, proclamations, or records.

C. The superintendent shall be responsible for developing procedures and guidelines to establish an orderly process for the review and recommendation of textbooks and other instructional materials by the professional staff. Such procedures and guidelines shall provide opportunity for input and consideration of the views of students, parents, and other interested members of the school district community.

This procedure shall be coordinated with the school district's curriculum development effort and may utilize advisory committees.

IV. SELECTION OF TEXTBOOKS AND OTHER INSTRUCTIONAL MATERIALS

A. The superintendent shall be responsible for keeping the school board informed of progress on the part of staff and others involved in the textbook and other instructional materials review and selection process.

B. The superintendent shall present a recommendation to the school board on the selection of textbooks and other instructional materials after completion of the review process as outlined in this policy.

V. RECONSIDERATION OF TEXTBOOKS OR OTHER INSTRUCTIONAL MATERIALS

A. The school board recognizes differences of opinion on the part of some members of the school district community relating to certain areas of the instruction program. Interested persons may request an opportunity to review materials and submit a request for reconsideration of the use of certain textbooks or instructional materials.

B. The superintendent shall be responsible for the development of guidelines and procedures to identify the steps to be followed to seek reconsideration of textbooks or other instructional materials.

C. The superintendent shall present a procedure to the school board for review and approval regarding reconsideration of textbooks or other instructional materials. When approved by the school board, such procedure shall be an addendum to this policy.

Legal References: Minn. Stat. § 120A.22, Subd. 9 (Compulsory Instruction)
Minn. Stat. § 120B.235 (American Heritage Education)
Minn. Stat. § 123B.02, Subd. 2 (General Powers of Independent School Districts)
Minn. Stat. § 123B.09, Subd. 8 (School Board Responsibilities)
Minn. Stat. § 124D.59-124D.61 (Education for English Learners Act)
Minn. Stat. § 127A.10 (State Officials and School Board Members to be Disinterested; Penalty)
Hazelwood Sch. Dist. v. Kuhlmeier, 484 U.S. 260 (1988)
Pratt v. Independent Sch. Dist. No. 831, 670 F.2d 771 (8th Cir. 1982)

Cross References: MSBA/MASA Model Policy 603 (Curriculum Development)
MSBA/MASA Model Policy 604 (Instructional Curriculum)

Adopted: _____ *MSBA/MASA Model Policy 616*

Orig. 1997

Revised: _____ *Rev. 2024*

616 SCHOOL DISTRICT SYSTEM ACCOUNTABILITY

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

I. PURPOSE

The purpose of this policy is to focus public education strategies on a process that promotes higher academic achievement for all students and ensures broad-based community participation in decisions regarding implementation of the Minnesota K-12 Academic Standards and federal law.

II. GENERAL STATEMENT OF POLICY

Implementation of the Minnesota K-12 Academic Standards and federal law requires accountability for the school district. The school district established a system to transition to the graduation requirements of the Minnesota K-12 Academic Standards. The school district also established a system to review and improve instruction, curriculum, and assessment which will include substantial input by students, parents or guardians, and local community members. The school district will be accountable to the public and the state through annual reporting.

III. DEFINITIONS

A. "Comprehensive achievement and civic readiness" means striving to: meet school readiness goals; close the academic achievement gap among all racial and ethnic groups of students and between students living in poverty and students not living in poverty; have all students attain career and college readiness before graduating from high school; and have all students graduate from high school; and prepare students to be lifelong learners.

[NOTE: The 2024 Minnesota legislature revised Minnesota Statutes, section 120B.11, including replacement of the term "world's best workforce" with "comprehensive achievement and civic readiness."]

B. "Credit" means a student's successful completion of an academic year of study or a student's mastery of the applicable subject matter, as determined by the school district.

IV. ESTABLISHMENT OF GOALS; IMPLEMENTATION; EVALUATION AND REPORTING

A. <u>School District Goals</u>

1. The school board has established school district-wide goals that provide broad direction for the school district. Incorporated in these goals are the graduation and education standards contained in the Minnesota K-12 Academic Standards and federal law. The broad goals shall be reviewed

annually and approved by the school board. The school board shall adopt annual goals based on the recommendations of the school district's Advisory Committee.

2. The District Advisory Committee created under Policy 603 (Curriculum Development) is established by the school board to ensure active community participation in all phases of planning and improving the instruction and curriculum affecting state and district academic standards.

3. The school district-wide improvement goals should address recommendations identified through the District Advisory Committee process. The school district's goal setting process will include consideration of individual site goals. School district goals may also be developed through an education effectiveness program or through some other locally determined process.

B. System for Reviewing All Instruction and Curriculum. Incorporated in the process will be analysis of the school district's progress toward implementation of the Minnesota Academic Standards. Instruction and curriculum shall be reviewed and evaluated by taking into account strategies and best practices, student outcomes, principal evaluations under Minnesota Statutes, section 123B.147, and teacher evaluations under Minnesota Statutes, section 122A.40 or 122A.41.

[Insert Local Cycle in this space]

C. Implementation of Graduation Requirements

1. The District Advisory Committee shall also advise the school board on implementation of the state and local graduation requirements, including K-12 curriculum, assessment, student learning opportunities, and other related issues. Recommendations of the District Advisory Committee shall be published annually to the community. The school board shall receive public input and comment and shall adopt or update this policy at least annually.

2. The school board shall annually review and determine if student achievement levels at each school site meet federal expectations. If the school board determines that student achievement levels at a school site do not meet federal expectations and the site has not made adequate yearly progress for two consecutive school years, the District Advisory Committee shall work with the school site to adopt a plan to raise student achievement levels to meet federal expectations. The District Advisory Committee may seek assistance from the Commissioner of the Minnesota Department of Education (MDE) (Commissioner) in developing a plan which must include parental involvement components.

3. The educational assessment system component utilized by the school board to measure individual students' educational progress must be based, to the extent annual tests are administered, on indicators of current achievement that show growth relative to an individual student's prior achievement. Indicators of achievement and prior achievement must be based on highly reliable statewide or districtwide assessments. The school board will utilize models developed by the Commissioner for measuring individual student progress. The school board must coordinate with MDE in evaluating school sites and continuous improvement plans, consistent with best practices.

D. Comprehensive Continuous Improvement of Student Achievement

1. By [*date*] of each year, the District Advisory Committee will

meet to advise and assist the school district in the implementation of the school district system accountability and comprehensive continuous improvement process.

2. The District Advisory Committee, working in cooperation with other committees of the school district [*such as the Technology, Educational Effectiveness, Grade Level, Site Instruction, Curriculum and Assessment Committees, etc.*], will provide active community participation in:

   a. Reviewing the school district instructional and curriculum plan, with emphasis on implementing the Minnesota K-12 Academic Standards;

   b. Identifying annual instruction and curriculum improvement goals for recommendation to the school board;

   c. Making recommendations regarding the evaluation process that will be used to measure school district progress toward its goals; and,

   d. Advising the school board about development of the annual budget.

3. The District Advisory Committee shall meet the following criteria:

   a. The District Advisory Committee shall ensure active community participation in all planning for instruction and curriculum affecting Graduation Standards.

   b. The District Advisory Committee shall make recommendations to the school board on school district-wide standards, assessments, and program evaluation.

   c. Building teams may be established as subcommittees to develop and implement an education effectiveness plan and to carry out methods to improve instruction, curriculum, and assessments as well as methods to use technology in meeting the school district improvement plan.

   d. A local plan to evaluate student progress, using a local process, shall be used for developing a plan for assessment of student progress toward the Graduation Standards, as well as program evaluation data for use by the District Advisory Committee in the instruction and curriculum review process. This plan shall annually be approved by the school board.

4. Translation services should be provided to the extent appropriate and practicable.

5. The District Advisory Committee shall meet the following timeline each year:

   Month: Organizational meeting of the Committee to review the authorizing legislation and the roles and responsibilities of the Committee as determined by the school board.

Month(s): Agree on the process to be used. Become familiar with the instruction and curriculum of the cycle content area.

Month(s): Review evaluation results and prepare recommendations.

Month: Present recommendations to the school board for its input and approval.

E. Evaluation of Student Progress Committee

A committee of professional staff shall develop a plan for assessment of student progress, the Graduation Standards, as well as program evaluation data for use by the District Advisory Committee to review instruction and curriculum, cultural competencies, including cultural awareness and cross-cultural communication, and student achievement at the school site. This plan shall annually be approved by the school board.

[NOTE: The school board may choose to delete this paragraph regarding an Evaluation of Student Progress Committee upon consultation with school administration.]

F. Reporting

1. Consistent with Minnesota Statutes, section 120B.36, subdivision. 1, the school board shall publish a report in the local newspaper with the largest circulation in the district, by mail, or by electronic means on the school district website. The school board shall hold an annual public meeting to review and revise, where appropriate, student achievement goals, local assessment outcomes, plans, strategies, and practices for improving curriculum and instruction and cultural competency and efforts to equitably distribute diverse, effective, experienced, and in-field teachers, and to review school district success in realizing the previously adopted student achievement goals and related benchmarks and the improvement plans leading to comprehensive achievement and civic readiness. The school board must transmit an electronic summary of its report to the Commissioner in the form and manner the Commissioner determines. The school district shall periodically survey affected constituencies in their native languages, where appropriate and practicable, about their connection to and level of satisfaction with school. The school district shall include the results of this evaluation in its published reports and in its summary report to the Commissioner.

2. The school performance report for a school site and a school district must include performance reporting information and calculate proficiency rates as required by the most recently reauthorized Elementary and Secondary Education Act.

3. The school district must annually report the district's class size ratios by each grade to the Commissioner in the form and manner specified by the Commissioner.

4. The school district must report whether programs funded with compensatory revenue are consistent with best practices demonstrated to improve student achievement.

Legal References: Minn. Stat. § 120B.018 (Definitions)
Minn. Stat. § 120B.02 (Educational Expectations and Graduation Requirements

for Minnesota's Students)
Minn. Stat. § 120B.11 (School District Process for Reviewing Curriculum, Instruction, and Student Achievement Goals; Striving for Comprehensive Achievement and Civic Readiness)
Minn. Stat. § 120B.35 (Student Academic Achievement and Growth)
Minn. Stat. § 120B.36 (School Accountability)
Minn. Stat. § 122A.40 (Employment; Contracts; Termination)
Minn. Stat. § 122A.41 (Teacher Tenure Act; Cities of the First Class; Definitions)
Minn. Stat. § 123B.04 (Site Decision Making; Individualized Learning Agreement; Other Agreements)
Minn. Stat. § 123B.147 (Principals)
Minn. Stat. § 126C.12 (Learning and Development Revenue Amount and Use)
Minn. Rules Parts 3501.0660 (Academic Standards for Language Arts)
Minn. Rules Parts 3501.0700-3501.0745 (Academic Standards for Mathematics)
Minn. Rules Parts 3501.0820 (Academic Standards for the Arts)
Minn. Rules Parts 3501.0900-3501.0960 (Academic Standards in Science)
Minn. Rules Parts 3501.1300-3501.1345 (Academic Standards for Social Studies)
Minn. Rules Parts 3501.1400-3501.1410 (Academic Standards for Physical Education)
20 U.S.C. § 6301, *et seq.* (Every Student Succeeds Act)

Cross References:
MSBA/MASA Model Policy 104 (School District Mission Statement)
MSBA/MASA Model Policy 601 (School District Curriculum and Instruction Goals)
MSBA/MASA Model Policy 613 (Graduation Requirements)
MSBA/MASA Model Policy 614 (School District Testing Plan and Procedure)
MSBA/MASA Model Policy 615 (Testing Accommodations, Modifications, and Exemptions for IEPs, Section 504 Plans, and LEP Students)
MSBA/MASA Model Policy 617 (School District Ensurance of Preparatory and High School Standards)
MSBA/MASA Model Policy 618 (Assessment of Student Achievement)
MSBA/MASA Model Policy 619 (Staff Development for Standards)
MSBA/MASA Model Policy 620 (Credit for Learning)

Adopted: _____ MSBA/MASA Model Policy 722
Orig. 2017
Revised: _____ Rev. 2022

722 PUBLIC DATA AND DATA SUBJECT REQUESTS

[Note: School districts are required by statute to establish procedures consistent with the Minnesota Government Data Practices Act for public data requests and data subject requests.]

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. DEFINITIONS

A. Confidential Data on Individuals

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

B. Data on Individuals

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

C. Data Practices Compliance Officer

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

D. Government Data

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

E. Individual

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

F. Inspection

"Inspection" means the visual inspection of paper and similar types of government data. Inspection does not include printing copies by the school district, unless printing a copy is the only method to provide for inspection of the data. For data stored in electronic form and made available in electronic form on a remote access basis to the public by the school district, inspection includes remote access to the data by the public and the ability to print copies of or download the data on the public's own computer equipment.

G. Not Public Data

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

H. Nonpublic Data

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

I. Private Data on Individuals

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

J. Protected Nonpublic Data

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

K. Public Data

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

L. Public Data Not on Individuals

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

M. Public Data on Individuals

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

N. Responsible Authority

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

O. Summary Data

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

IV. REQUESTS FOR PUBLIC DATA

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

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

a. Date the request is made;

b. A clear description of the data requested;

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

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

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

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

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

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

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

a. The requested data does not exist; or

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

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

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

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

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

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

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

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

V. REQUEST FOR SUMMARY DATA

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

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

a. Date the request is made;

b. A clear description of the data requested;

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

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

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

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

2. The summary data requested; or

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

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

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

VI. DATA BY AN INDIVIDUAL DATA SUBJECT

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Statement that one is making a request as a data subject for data about the individual or about a student for whom the individual is the parent or guardian;

2. Date the request is made;

3. A clear description of the data requested;

4. Proof that the individual is the data subject or the data subject's parent or guardian;

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

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

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

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

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

VIII. COSTS

A. Public Data

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

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

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

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

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

school district to an outside vendor will be charged.

2. All charges must be paid for [in cash or by check] in advance of receiving the copies.

[Note: the district should identify the payment methods that it will accept.]

B. Summary Data

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

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

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

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

C. Data Belonging to an Individual Subject

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

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

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

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

IX. Annual Review and Posting

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

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

Data Practices Contacts

Responsible Authority:
[Name]
[Location]
[Phone number; email address]

Data Practices Compliance Official:
[Name]
[Location]
[Phone number; email address]

Data Practices Designee(s):
[Name]
[Location]
[Phone number; email address]

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

Cross References: MSBA/MASA Model Policy 406 (Public and Private Personnel Data)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)