



# Cloquet Public Schools

## Regular Meeting

Monday, May 9, 2022 at 6:00 PM  
Garfield Board Room  
302 14th Street  
Cloquet, MN 55720  
302 - 14th Street, Cloquet, MN

5:30 pm Working Session

6:00 pm Regular Meeting

<b>I. Roll Call</b>	
<b>II. Pledge of Allegiance</b>	
<b>III. Consider Approval of Board Agenda</b>	
1. Monday, May 9, 2022 School Board Agenda	4
<b>IV. Consider Approval of School Board Minutes</b>	
1. Monday, April 25, 2022 School Board Meeting Minutes	7
<b>V. Open Forum and Reception of Delegations, Petitions, and Communications</b>	
1. Building and Department Reports	10
<b>VI. Claims</b>	
1. Claims, May 4, 2022	14
2. Hand Checks, April 21, 2022	16
3. Hand Checks, April 28, 2022	18
4. Hand Checks, May 2, 2022	20
5. Hand Checks, May 3, 2022	22
6. Treasurer's Report, February 2022	24
7. Investments Report, February 2022	25
8. Wire Transfers, April 15, 2022	28
9. Wire Transfers, April 30, 2022	29
<b>VII. Consent Items</b>	
1. <b>Resignation Letters</b>	
a. 1.0 FTE Title/ESEA Coordinator at Churchill Elementary School (Michelle Brenner)	
b. 1.0 FTE DCD S/P Special Education Teacher at Churchill Elementary School (Tina Swartwoudt)	30
c. 1.0 FTE EBD Teacher at Northern Lights Academy (Caleb Komarek)	
d. 1.0 FTE Instructional Coach at Cloquet High School (Sumair Sheikh)	
e. 6.5 hrs/day Floater Paraprofessional at Cloquet Middle School (Isaac Wolf)	
f. 6.5 hrs/day Setting III Special Education Paraprofessional (Noah Niemi)	
g. 3.5 hrs/day Food Service Worker at Cloquet Middle School (Melanie Lund)	
h. Head Girls' Hockey Coach (Courtney Olin)	
i. Program Assistant Aide at Kids Corner (Abigail Gaffaney)	31
j. Program Assistant at Kids Corner (Joshua Ziells)	32
2. <b>Terminations</b>	
a. 6.75 hrs/day Paraprofessional at Northern Lights Academy	
3. <b>Recommendations for Employment</b>	
a. 1.0 FTE CTE Coordinator at Cloquet High School for the Remainder of 2021/22 and for the 2022/23 School Year (Michelle Wick)	33

<b>4. Staffing Adjustments</b>	
a. FTE Staffing Adjustments for 2022-2023 (LaPorte and Pasek)	34
<b>5. Extra Service Contracts</b>	
a. Summer Target Services for Elementary Schools	35
b. Summer School at Cloquet Area Alternative Education Programs (CAAEP)	36
c. Summer School at Cloquet High School	37
d. Special Education Transition Coordinator for 2022-2023 (Jessica Knutsen)	38
e. Special Education Coordinator for 2022-2023 (Jody Zeleznikar)	39
f. Special Education/ADSIS Coordinator for 2022-2023 (Stephanie Gibson)	40
g. Summer Nursing Services for 2022-2023 (Sarah Ellena)	41
h. 2022-2023 Computer Programming (William Bauer)	42
i. Rescind Contract (Rich Brummer) and Reissue Contract for \$600 (Al Woodward)	43
<b>6. Permission to Post</b>	
a. 1.0 FTE DCD S/P Special Education Teacher at Churchill Elementary Starting the 2022-2023 School Year	44
b. 1.0 FTE Multi-Categorial Special Education Teacher at Washington Elementary School	45
c. 1.0 FTE Long Term Substitute School Counselor at Churchill Elementary Starting August 25, 2022 (8 weeks)	46
d. 1.0 FTE Instructional Coach at Cloquet High School for the 2022-2023 School Year	47
e. 0.5 FTE Science Teacher at Cloquet High School Starting the 2022-2023 School Year	48
f. Head Girls' Hockey Coach	49
g. Program Aides/Aide Assistants at Li'l Thunder and Li'l Lumberjacks	50
h. Licensed ECFE Parent Educator	51
<b>7. Grant Applications/Grant Awards/Donations</b>	
a. Washington Elementary Donations	52
<b>VIII. School Board Committee Report</b>	
1. Student Enrollment Report as of May 4, 2022	53
<b>IX. Agenda Addendums</b>	
<b>X. New Business</b>	
1. Consider Approving the Resolution Relating to the Termination and Non-Renewal of Teaching Contracts of Probationary Teachers	54
2. Consider Approving the Resolution Relating to the Termination and Non-Renewal of Long-Term Substitute Teaching Contracts of Probationary Teachers	76
3. Consider Approving The Request to Extend a Teacher Probationary Period Until the End of 2022-2023 School Year	
4. Consider Approving the Following Paraprofessional Positions Not Renewed for the 2022-2023 School Year	90
5. Consider Approving the MOU With the AFSCME Secretarial Unit Allowing Non Year-Round Members To Make Up To 35 Total Additional Days To Be Split Over the Summers of 2022 and 2023 As Part of Our Digitization Projects and Pay Period Shift	91
6. Consider Approving a Leave of Absence for AIE Attendance Liaison (Erik Blesener)	
7. Consider Approving the 2022-2025 MSHSL Agreement with Fond du Lac Ojibwe School	93
8. Consider Approving the 2022-2023 Memorandum of Understanding with Luther College Regarding Hosting Student Teachers	96
9. Consider Approving the 2022-2026 Transportation Contract with Cloquet Transit	100
10. Consider Approving Policy Revisions: 611, 613, 613.1 (renumbered from 514.1), 630 (Renumbered from 613), 540 (Renumbered from old 614), 615, 616, 204, 205, 208, 305, 427, 521, 101, 103, 203.5, 207, 210, 301, 302, 303, 304, 401, 402, 403, 408, 419, 514, 516, 520, 404, 414 form. Delete policy 403.1	114

\* Note: MSBA stated that since these minor policy revisions were due to a legal change or do not affect the substance of the policies, they can be approved in one meeting.

**XI. Superintendent's Report**

- 1. 2022-2023 Budget Discussion 212
  - a. 1.0 FTE NLSEC Special Education Coordinator
- 2. Live Streaming of School Board Meetings

**XII. For Your Information**

- 1. Washington Elementary May Newsletter 214
- 2. Northern Lights Academy (NLA) Programming Changes 216

**XIII. Upcoming Meetings/Events**

- 1. Tuesday, May 10, 2022 - AFSCME Secretary and Para Negotiations - 4 pm/5 pm - Boardroom
- 2. Wednesday, May 11, 2022 - Health, Safety and Crisis Committee Meeting - 3:45 p.m. - Boardroom
- 3. Wednesday, May 11, 2022 - JOM/LIEC Meeting - 5 pm - Virtual
- 4. Thursday, May 12, Technology Committee Meeting - 3:45 p.m. - Held Virtual
- 5. Monday, May 16, 2022 - DAC Meeting - 4 p.m. - Boardroom
- 6. Tuesday, May 17, 2022 - Community Education Advisory Meeting - 5:30 p.m. - Held Virtual
- 7. Monday, May 23, 2022 - Regular School Board Meeting  
5:30 p.m. Working Session  
6:00 p.m. Regular Meeting

**XIV. Adjournment**

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



---

# Cloquet Public Schools

## Regular Meeting

Monday, May 9, 2022 at 6:00 PM  
Garfield Board Room  
302 14th Street  
Cloquet, MN 55720  
302 - 14th Street, Cloquet, MN

5:30 pm Working Session

6:00 pm Regular Meeting

---

### I. Roll Call

### II. Pledge of Allegiance

### III. Consider Approval of Board Agenda

1. Monday, May 9, 2022 School Board Agenda

### IV. Consider Approval of School Board Minutes

1. Monday, April 25, 2022 School Board Meeting Minutes

### V. Open Forum and Reception of Delegations, Petitions, and Communications

1. Building and Department Reports

### VI. Claims

1. Claims, May 4, 2022
2. Hand Checks, April 21, 2022
3. Hand Checks, April 28, 2022
4. Hand Checks, May 2, 2022
5. Hand Checks, May 3, 2022
6. Treasurer's Report, February 2022
7. Investments Report, February 2022
8. Wire Transfers, April 15, 2022
9. Wire Transfers, April 30, 2022

### VII. Consent Items

#### 1. Resignation Letters

- a. 1.0 FTE Title/ESEA Coordinator at Churchill Elementary School (Michelle Brenner)
- b. 1.0 FTE DCD S/P Special Education Teacher at Churchill Elementary School (Tina Swartwoudt)
- c. 1.0 FTE EBD Teacher at Northern Lights Academy (Caleb Komarek)
- d. 1.0 FTE Instructional Coach at Cloquet High School (Sumair Sheikh)
- e. 6.5 hrs/day Floater Paraprofessional at Cloquet Middle School (Isaac Wolf)
- f. 6.5 hrs/day Setting III Special Education Paraprofessional (Noah Niemi)
- g. 3.5 hrs/day Food Service Worker at Cloquet Middle School (Melanie Lund)
- h. Head Girls' Hockey Coach (Courtney Olin)
- i. Program Assistant Aide at Kids Corner (Abigail Gaffaney)
- j. Program Assistant at Kids Corner (Joshua Ziells)

#### 2. Terminations

- a. 6.75 hrs/day Paraprofessional at Northern Lights Academy

#### 3. Recommendations for Employment

- a. 1.0 FTE CTE Coordinator at Cloquet High School for the Remainder of 2021/22 and for the 2022/23 School Year (Michelle Wick)

**4. Staffing Adjustments**

- a. FTE Staffing Adjustments for 2022-2023 (LaPorte and Pasek)

**5. Extra Service Contracts**

- a. Summer Target Services for Elementary Schools
- b. Summer School at Cloquet Area Alternative Education Programs (CAAEP)
- c. Summer School at Cloquet High School
- d. Special Education Transition Coordinator for 2022-2023 (Jessica Knutsen)
- e. Special Education Coordinator for 2022-2023 (Jody Zeleznikar)
- f. Special Education/ADSIS Coordinator for 2022-2023 (Stephanie Gibson)
- g. Summer Nursing Services for 2022-2023 (Sarah Ellena)
- h. 2022-2023 Computer Programming (William Bauer)
- i. Rescind Contract (Rich Brummer) and Reissue Contract for \$600 (Al Woodward)

**6. Permission to Post**

- a. 1.0 FTE DCD S/P Special Education Teacher at Churchill Elementary Starting the 2022-2023 School Year
- b. 1.0 FTE Multi-Categorial Special Education Teacher at Washington Elementary School
- c. 1.0 FTE Long Term Substitute School Counselor at Churchill Elementary Starting August 25, 2022 (8 weeks)
- d. 1.0 FTE Instructional Coach at Cloquet High School for the 2022-2023 School Year
- e. 0.5 FTE Science Teacher at Cloquet High School Starting the 2022-2023 School Year
- f. Head Girls' Hockey Coach
- g. Program Aides/Aide Assistants at Li'l Thunder and Li'l Lumberjacks
- h. Licensed ECFE Parent Educator

**7. Grant Applications/Grant Awards/Donations**

- a. Washington Elementary Donations

**VIII. School Board Committee Report**

- 1. Student Enrollment Report as of May 4, 2022

**IX. Agenda Addendums**

**X. New Business**

- 1. Consider Approving the Resolution Relating to the Termination and Non-Renewal of Teaching Contracts of Probationary Teachers
- 2. Consider Approving the Resolution Relating to the Termination and Non-Renewal of Long-Term Substitute Teaching Contracts of Probationary Teachers
- 3. Consider Approving The Request to Extend a Teacher Probationary Period Until the End of 2022-2023 School Year
- 4. Consider Approving the Following Paraprofessional Positions Not Renewed for the 2022-2023 School Year
- 5. Consider Approving the MOU With the AFSCME Secretarial Unit Allowing Non Year- Round Members To Make Up To 35 Total Additional Days To Be Split Over the Summers of 2022 and 2023 As Part of Our Digitization Projects and Pay Period Shift
- 6. Consider Approving a Leave of Absence for AIE Attendance Liaison (Erik Blesener)
- 7. Consider Approving the 2022-2025 MSHSL Agreement with Fond du Lac Ojibwe School
- 8. Consider Approving the 2022-2023 Memorandum of Understanding with Luther College Regarding Hosting Student Teachers
- 9. Consider Approving the 2022-2026 Transportation Contract with Cloquet Transit
- 10. Consider Approving Policy Revisions: 611, 613, 630 (Renumbered from 613), 540 (Renumbered from old 614), 615, 616, 204, 205, 208, 305, 427, 521, 101, 103, 203.5, 207, 210, 301, 302, 303, 304, 401, 402, 403, 408, 419, 514, 516, 520, 404, 414 form. Delete policy 403.1

\* Note: MSBA stated that since these minor policy revisions were due to a legal change or do not affect the substance of the policies, they can be approved in one meeting.

**XI. Superintendent's Report**

1. 2022-2023 Budget Discussion
  - a. 1.0 FTE NLSEC Special Education Coordinator
2. Live Streaming of School Board Meetings

**XII. For Your Information**

1. Washington Elementary May Newsletter
2. Northern Lights Academy (NLA) Programming Changes

**XIII. Upcoming Meetings/Events**

1. Tuesday, May 10, 2022 - AFSCME Secretary and Para Negotiations - 4 pm/5 pm - Boardroom
2. Wednesday, May 11, 2022 - Health, Safety and Crisis Committee Meeting - 3:45 p.m. - Boardroom
3. Wednesday, May 11, 2022 - JOM/LIEC Meeting - 5 pm - Virtual
4. Thursday, May 12, Technology Committee Meeting - 3:45 p.m. - Held Virtual
5. Monday, May 16, 2022 - DAC Meeting - 4 p.m. - Boardroom
6. Tuesday, May 17, 2022 - Community Education Advisory Meeting - 5:30 p.m. - Held Virtual
7. Monday, May 23, 2022 - Regular School Board Meeting  
5:30 p.m. Working Session  
6:00 p.m. Regular Meeting

**XIV. Adjournment**

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

April 25, 2022

Board Chair Ted Lammi called the working session to order at 5:30 p.m.

Topics discussed:

Dr. Cary informed the school board that the 2022-2023 budget would be presented at the next meeting, with some additions and reductions. He hoped the new transportation contract with Cloquet Transit would be brought at the next meeting as they were waiting on a final agreement. Dr. Cary updated them on the evacuation of CHS/CMS last week (similar to other districts in MN). He reviewed the rest of the agenda including the science fair presentations, lease agreement with Miner's for child care, MOU with teacher for personal day carry over, and science fair advisors pay being added to schedule C of the EM-C contract.

Erin Bates, Community Education Director, presented the lease agreement with Miner's for Li'l Lumberjacks and Kids Corner. She gave an overview of the process that went into coming up with the lease agreement and why the need to move both. She answered questions from the school board members.

There being nothing further to discuss, Board Chair Ted Lammi adjourned the meeting at 6:05 p.m.

April 25, 2022

The Regular Meetings of the School Board of Independent School District No. 94, in the City of Cloquet on April 25, 2022, was called to order by Board Chair T. Lammi at 6:06 p.m.

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

- Dave Battaglia
- Gary Huard
- Melissa Juntunen
- Ted Lammi
- Nate Sandman
- Ken Scarbrough

Present in Person:

- Dr. Michael Cary, Superintendent
- Mary Marciniak, Exec. Asst. to the Superintendent
- Candace Nelis, Business Manager
- Dylan Carlson, Director of Buildings and Grounds
- Regina Roemhildt, EM-C Teacher Union Rep.
- Bill Bauer, Technology Support Specialist
- Erin Bates, Community Education Director
- Darla Pappas, Li'l Lumberjacks/Thunder Coord.
- Caitlin McCollum, Kids Corner Coord.

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

**APPROVAL OF BOARD AGENDA**

- RESOLVED by G. Huard to approve the April 25, 2022, regular board agenda, as presented. M. Juntunen seconded the motion, and the resolution was approved by unanimous yea vote of all members present via a roll call vote.

**APPROVAL OF MEETING MINUTES**

- RESOLVED by N. Sandman to approve the April 11, 2021, school board meeting minutes, as presented. D. Battaglia seconded the motion, and the resolution was approved by unanimous yea vote of all members present via a roll call vote.

**OPEN FORUM AND RECEPTION OF DELEGATIONS, PETITIONS, AND COMMUNICATIONS**

- Public Comment was taken.
- Science Fair Advisor Dr. Cynthia Welsh along with Bill Bauer, introduced some of this year's science fair winners. Middle school students, McKenna Gandhi, Peyton Werner, Matthew Mangan, Parker Sickmann and Jordan Linder and Cloquet High School student Johanna Bernu presented their work to the school board and public. Congratulations on all their hard work and awards.
- Building and Department Reports were reviewed.

**CONSIDER APPROVAL OF CLAIMS, HAND CHECKS, AND WIRES**

1. RESOLVED by N. Sandman to approve Claims, April 20, 2022; Hand Checks, April 7 and 23, 2022; , as presented. T. Lammi seconded the motion, and the resolution was approved by unanimous yeas of all members present via a roll call vote.

**CONSENT ITEMS**

- RESOLVED by D. Battaglia to approve the Consent Items, as presented.

**1. Retirements:**

- Cynthia Welsh, Science Teacher, at Cloquet Middle School effective November 24, 2022
- Theresa Parenteau, Second Grade Teacher, at Washington Elementary effective November 15, 2022
- Mary Jacobson, 6.5 hrs/day Media Center/Noon Supervision Paraprofessional and JV/Varsity Knowledge Bowl Coach effective June 3, 2022

**2. Resignations:**

- David Bergen, School Counselor, Cloquet High School, effective March 30, 2022

**3. Recommendations of Employment:**

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY**</u>	<u>START DATE</u>
a. Benjamin Johnson	1.0 FTE LT Sub Social Studies at CMS	\$229.13/day	4/26/22
b. Jeanna Aldridge	1.0 FTE Spanish Teacher at CHS	MA/5	8/23/22
c. Jamie Jazdzewski	Homebound Instructor at CMS (6 hr/wk)	\$32.02/hr	4/11/22
d. Nicole Milewski	6.25 hrs/day CS Long Term Sub Para at Wash.	\$17.41/hr	4/26/22
e. Morgan Sailsbury	ESY Teacher at NLA (81 hrs)	\$34.69/hr	June-August
f. Nate Knutson	ESY Teacher at NLA (81 hrs)	\$24.69/hr	June-August
g. Barb Love	ESY Paraprofessional at NLA (67.50 hrs)	Current Rate	June-August
h. Antonia Burger	ESY Paraprofessional at NLA (67.50 hrs)	Current Rate	June-August
i. Melissa Fjeld	ESY Paraprofessional at NLA (67.50 hrs)	Current Rate	June-August
j. Stephani Johnston	ESY Paraprofessional at NLA (67.50 hrs)	Current Rate	June-August
k. Gillian Naftali	ESY Paraprofessional at NLA (67.50 hrs)	Current Rate	June-August
l. Rachel Willgohs	ESY Paraprofessional at NLA (67.50 hrs)	Current Rate	June-August
m. Dennis Morris	ESY Paraprofessional at NLA (67.50 hrs)	Current Rate	June-August
n. Edward Schulstrom	Beach Lifeguard Supervisor	\$18.55/hr	5/1/22

**4. Extra Services Contracts**

a. Kyle Wordelman	6 <sup>th</sup> Period Assignment	Prorated from January 11, 2022
b. Bret Gunderson	Summer Industrial Tech Maintenance (30 hrs)	\$26.93/hr
c. Richard Rhoades	Summer Industrial Tech Maintenance (20 hrs)	\$26.93/hr
d. Paul Riess	2022-23 Activities Director	\$11,243
e. Shannon Sams	Summer Counselor Hours (5 hrs at current rate)	\$2,180.70 (22/23 rate \$436.14/day)
f. Nicolas Lackas	Summer Counselor Hours (5 hrs at current rate)	\$1,753.30 (22/23 rate \$350.66/day)*

\* subject to change in lane rate

**5. Permission to Post**

- Homebound Teacher at Cloquet High School
- High School Summer School Positions
- 1.0 FTE EBD Special Education Teacher with NLA at Carlton High School starting the 2022-2023 school year
- 1.0 FTE EBD Special Education Teacher with NLA starting the 2022-2023 school year
- 1.0 FTE School Counselor at CHS starting the 2022-2023 school year (ESSER funded)
- 1.0 FTE CTE Coordinator at CHS starting the 2022-2023 school year (ESSER funded)
- 1.0 FTE Social Worker at CHS starting the 2022-2023 school year (SPDG funded)
- 1.0 FTE Instructional Coach at CHS starting the 2022-2023 school year (grant funded)
- 1.0 FTE Grades 7-12 Choir Teacher at CHS/CMS starting the 2022-2023 school year
- Head Boys Soccer Coach

M. Juntunen seconded the motion, and the resolution was approved by unanimous yeas vote of all members present via a roll call vote.

#### **SCHOOL BOARD COMMITTEE REPORTS**

- Student enrollment report from April 19, 2022, was reviewed.

#### **AGENDA ADDENDUMS**

- None were presented

#### **NEW BUSINESS**

- RESOLVED by K. Scarbrough to approve the 2022-2023 membership renewal purchase of service agreement with NLSEC, as presented. N. Sandman seconded the motion, and the resolution was approved by unanimous yeas vote of all members present on roll call.
- RESOLVED by T. Lammi to approve the updated EC-3 NLSEC 2021-2022 contract for Community Education (Li'l Lumberjacks and Li'l Thunder), as presented. K. Scarbrough seconded the motion, and the resolution was approved by unanimous yeas vote of all members present on roll call.
- RESOLVED by K. Scarbrough to approve the five (5) year lease agreement with Miner's Inc. for space #20 in the Pine Tree Plaza, 707 Hwy 33 South beginning September 1, 2022, for Li'l Lumberjacks and Kids Corner, as presented. G. Huard seconded the motion. A roll call vote was called: T. Lammi-yeas, N. Sandman-yeas, D. Battaglia-yeas, G. Huard-yeas, M. Juntunen-yeas, K. Scarbrough-yeas. The motion passed by a 6-0 vote.
- RESOLVED by N. Sandman to approve the MOU with Education Minnesota-Cloquet for personal leave carryover to 2022-2023, as presented. T. Lammi seconded the motion, and the resolution was approved by unanimous yeas vote of all members present on roll call.
- RESOLVED by M. Juntunen to approve the request for leave from Kim Marciniak, paraprofessional, for up to one (1) year under union contract rules, as presented. K. Scarbrough seconded the motion, and the resolution was approved by unanimous yeas vote of all members present on roll call.
- RESOLVED by K. Scarbrough to table the request to use the high school auditorium to host the MN Association of Community Theater event on March 29-April 1, 2023, until Dylan Carlson could look into any custodial union conflicts, as presented. T. Lammi seconded the motion, and the resolution was approved by unanimous yeas vote of all members present on roll call.

#### **SUPERINTENDENT'S REPORT**

- Dr. Cary reviewed all items during the working session.

#### **FOR YOUR INFORMATION**

- Carlton County Community Get Together Grant Application – Veteran's Park Picnic and School Supply Distribution
- Carlton County Community Get Together Grant Application – Literacy Nights
- Essentia Grant at Washington Elementary School
- CEF Spring Grant Requests

#### **UPCOMING MEETINGS/EVENTS**

- Tuesday, April 26, 2022 - AFSCME Negotiations - 4 p.m. - Boardroom
- Monday, May 9, 2022 Regular School Board Meeting 5:30 p.m. Working Session, 6:00 p.m. Regular Meeting
- Tuesday, May 10, 2022 - Wellness Policy Committee - 3:45 p.m. - District Boardroom
- Wednesday, May 11, 2022 - Health, Safety, and Crisis Committee Meeting - 3:45 p.m. - Boardroom
- Thursday, May 12, 2022 - Technology Committee Meeting - 3:45 p.m. - Held Virtual

#### **ADJOURNMENT**

There being nothing further to discuss, Board Chair Ted Lammi adjourned the meeting at 6:25 p.m.

ATTEST:

---

Clerk of the School Board

---

Chair of the School Board

## Department Reports

### Churchill Elementary:

The elementary schools are very busy this time in our school year. MCA testing is complete...it takes a village to organize and complete our testing. I am happy to report academic gains this year in both reading and math for both grades 3 and 4 compared to last school year. We're busy planning for field trips, author's tea, completing our master and block schedules for 2022, class list placement, end-of-year reward movie, and track and field day. Our all-school family picnic is also planned on track and field day. Families will be able to sign up to eat and also watch the events. Our PLC meetings have completed most of the GELN Literature Standards review. A plan to review those standards will take place in our first few PLC meetings next school year. Thank you to Mrs. Brenner for her organization of our Language Arts Curriculum Pilots in the elementary schools. Next school year, classroom teachers will be piloting two new curriculum options to consider for purchase.

Submitted by David Wangen, Churchill Elementary Principal

### Washington Elementary:

May is filled with energy and excitement at Washington! Below are some highlights:

- On Monday, May 2<sup>nd</sup>, our second graders went to the Science Museum in St. Paul! It was an excellent learning experience and we had dozens of amazing chaperones join us! Thank you to the second-grade team of teachers who made this field trip a reality!
- Upcoming field trips are planned for grades 1-4, as well as Mr. Cohen's students and our school patrols. Kindergarten will be enjoying the Zoomobile onsite too!
- Family Literacy Night was a success and included featured authors and a partnership with Fond du Lac Tribal Community College. It was a great event we are hopeful that we can further develop in the future. Thank you to Stephanie Pederson and Allison Jerde for their great planning and leadership!
- With enrollment and budget adjustments on the horizon we had a handful of Washington staff who will be transitioning into different positions in the fall. We are grateful for the amazing team of staff at Washington, and optimistic that the changes will go great and serve our students and families well!
- Staff at both elementary schools have been working diligently this year reviewing reading curriculums and planning for a pilot in the fall. Michelle Brenner has done an excellent job thoughtfully and effectively leading us, and staff are mobilized in all grades and ready to jump into the two pilot curriculums for 2022-23!
- MCA testing wrapped up for reading and math by May 4<sup>th</sup> (the final make-up test has been completed!) HUGE thanks to our third and fourth grade teachers, Title One teachers, Special Education teachers, library staff and technology staff for the building-wide effort to provide a great testing experience for students and staff alike! We hope students did well, but most importantly, we hope they did their best!
- A planning meeting is being scheduled for our Light Up the Night 1k/5k fun run event in the fall. We are hoping to get community members involved in the planning and event logistics so that it is not run exclusively by Washington staff. The more the merrier!
- Student Advisory Team members celebrated Earth Day by doing a belated grounds clean up at Washington on the 3<sup>rd</sup> of May (when it was finally sunny and warm-ish!)
- American Indian Education staff will be leading cultural lessons for all Washington students focused on teaching about Powwow later this month.
- Lastly, a HUGE thank you to our Partners in Education group for spoiling us with kindness, treats, and acknowledgement during Staff Appreciation Week!!

Submitted by Robbi Mondati, Washington Elementary Principal

### Cloquet Middle School:

CMS has wrapped up MCA testing this past week, with all our students completing the math and reading MCA and our 5<sup>th</sup> and 8<sup>th</sup>-grade students taking the science MCA. It is a very stressful time for students and staff, but overall, they did a great job keeping things as normal as possible.

CMS students have started their spring sports and activities, and our bands and choirs are having their final spring performances. The students are also getting excited about some of the opportunities that the warmer weather is bringing them. Things like outdoor gym activities and classes using the outdoor areas at CMS are starting to occur. Also, many of them have spring field trips that they will be able to participate in.

With the 2021-2022 school year beginning to wrap up, we are busy putting together the 2022-2023 schedule for the students and staff. Homerooms and class schedules are being created, and small fixes to the daily schedule are being made based on feedback.

Submitted by Tom Brenner, Cloquet Middle School Principal

### Cloquet High School:

- Spring is busy with interviews as we work towards getting fully staffed for 2022-2023
- Parent/Teacher conferences were held on 5/4
- We've got our end of the year awards student convocation set for May 11
- Our Senior Banquet is scheduled for the evening of May 11
- A reminder that graduation is set for May 27 at 6pm
- Spring sports have finally gotten outside
- The MCA testing period finished up last week as we concluded our 10<sup>th</sup> grade Science tests
- Our Econ team won the State Championship and will advance to the regional national semifinals
- Our Spring play, Puffs, was performed 4/29-5/1
- Our Credit Recovery Summer School is coming together – it will run for 3 weeks in June

Submitted by Steve Battaglia, Cloquet High School Principal

### Cloquet Area Alternative Education Programs:

- The students of CAAEP had a great time at their prom last Saturday. The students enjoyed a lovely dinner at Black Woods in Proctor and when the plates were cleared the students danced.
- The spring, mid-quarter parent, student, teacher conferences were held on Wednesday last week. The parents had the option for a phone call, video call or in-person meetings.
- The clock is winding down for seniors. The CAAEP graduation is Thursday, May 26th at 2 PM. We are looking forward to one of the larger groups CAAEP has graduated. The staff of CAAEP has gone above and beyond working with students these Covid years to get students caught up from credits lost.
- Spring symposium for CAAEP will be from May 27th ~ June 2nd. This is the time that staff create student group activities that often take the students to different locations and have opportunities that they otherwise wouldn't have. This is also a credit recovery opportunity for students to earn .25 credit in an elective area. Some activities will include: hiking, community clean up - Park Point hike/sea glass hunt, Paddling at the Thompson Reservoir, Rock climbing at Ely's Peak/hike loop, Spirit Mt Timber Twister, Zip Line, Mini Golf, North Shore Trip Gooseberry, Split rock, Canal Park day, Depot, Boardwalk, Portland malt shop, Leif Erickson park, Duluth Zoo & Park, CAAEP Olympics, Police/Fire Station Car Wash Volunteer, Breakfast, Reading Buddies @ Washington Elementary, Duckpin Bowling/Pizza & Yard Games and more.
- CAAEP is, once again, hosting MDE trainings on Restorative Practices during the month of June.
- **A special thank you to the Cloquet Educational Fund for our grant to help pay for the busses for our outings during symposium.** (All other expenses come out of the CAAEP School budget. **We also want to thank the CEF for our grant to help purchase a yearbook for each student graduating this year.**

Submitted by Connie Hyde, CAAEP Principal

## Community Education

### **Aquatics**

We will be holding two Lifeguard certification classes in May and June. So far, we have 12 that are interested in becoming certified and would like to work at the Beach and the CMS pool. Therefore, it appears we will NOT have a lifeguard shortage this year.

### **ECFE**

- Playground Fund Total is about \$5400! Fig Tree fundraiser will end soon...we have about 12 basket certificates left. The basket fundraiser will add another \$800 to our total.
- SR Fall 22 - All classes full...however we do have a couple spots available for students who qualify for the Pathway II scholarship. Due to our long waitlists and community shortage, we have added 2 more students to each 4-year-old class.
- ECFE Fall 22 Registration Continues
- Outdoor SR Adventure will be held August 8-12 at Pine Valley
- Summer Fun in the Park will be held Wednesdays in June
- Just began a "Welcome to the World" mailing to new babies in our district.

Submitted by Erin Bates, Community Education Director

### Business Department:

Candace Nelis, Business Manager, will be attending in person

### American Indian Education Department:

Greetings School Board Members,

CMS 8<sup>th</sup> Grade Health Unit invited CAAEP IHSL, Lindsey Markwardt, and CHS High School Student, Johanna Bernu , to share their powwow, dancing, regalia knowledge with classes. Julian Kitto joined in when available with his hand drum to add a beat to their step. Students engaged in questions, dialogue and ended each class with a potato dance. Everyone participated without hesitation. Miigwech Mrs. Johnson and Mrs. Topping for planning a hands on, engaging unit! Mrs. Patrick-Johnson will be heading a K-4 presentation on powwow at Washington May 18<sup>th</sup>.



The end of the school year is quickly approaching. The AIE Program focuses this time on our transitioning students who will be graduating, moving from 8<sup>th</sup> grade to 9<sup>th</sup> grade and our elementary 4<sup>th</sup> graders into middle school. Honoring the significance of their time spent in these sites and celebrating their journeys to new adventures. The AIE Senior Honor Banquet is scheduled for the evening

of May 18<sup>th</sup> at the Cloquet Armory. 34 total American Indian seniors will graduate from CAAEP and CHS. A digital invitation has been sent to senior guests, AIE Parent Committee Members, Cloquet School Board, Administration, Fond du Lac Tribal Council and the Ojibwe School Leadership.

Summer CAAEP Symposium planning is almost complete. A group of students will travel northeast to Grand Portage area where they will engage in local tribal history, visit with elders, share meals with area youth and enjoy the beauty of the region. Last year a similar Symposium took place and the experience for students and staff was legendary. We hope to have many great pictures and stories to tell when they return.

Miigwech for all your support!

Submitted by Teresa Angell, American Indian Education Director

## Building and Grounds

Summer LTFM projects continue to be reviewed and approved with contractors.

The previous Board Meeting a memo was brought forth to allow permission for a staff member to be responsible for locking up the facility after the custodian's and cleaner's shift. This permission will be denied, and a custodial/cleaners shift(s) will be adjusted to provide coverage while public occupies the building.

Summer maintenance and cleaning helper positions are open to apply for. Standard summer helper shifts are Monday – Friday, 7:00am – 1pm but work schedules can be catered to anyone. Work will consist of deep cleaning all areas of a building to include moving of furniture and the cleaning of furniture, sinks, fixtures, glass, walls, carpets, hard floor, etc.

Submitted by Dylan Carlson, Building and Grounds Director

## Technology

T.J. Smith, Technology Director, will be attending in person

**Cloquet Public Schools**  
**Detail Payment Register By Check**  
**Fund Summary**

<b>Fund Description</b>		<b>Total</b>
01	General	\$59,860.81
02	Food Services	\$56,881.22
03	Transportation	\$110,796.17
04	Community Services	\$5,988.62
12	Activities	\$10,639.67
<b>Report Total</b>		<b>\$244,166.49</b>

### Cloquet Public Schools Check Register by Bank and Check

Batch	Co	Bank	Pymt No	Check No	Pay Type	Grp	Code	Rcd	Vendor	Print	Recon	Void	Currency	Pmt/Void Date	Amount
0094		2	97050	106922	Check	1	9935		ROBB MARILYN	Yes	No	No	USD	05/10/2022	25.83
			97036	106923	Check	1	9410		SCHOLATIC BOOK CLUBS	Yes	No	No	USD	05/10/2022	28.59
			96990	106924	Check	1	48980		SCHOOL SPECIALTY LLC	Yes	No	No	USD	05/10/2022	58.62
			97048	106925	Check	1	9805		SCHUSTER LAURA	Yes	No	No	USD	05/10/2022	36.68
			97029	106926	Check	1	9175		SMITH, TREVOR J	Yes	No	No	USD	05/10/2022	60.00
			97014	106927	Check	1	7828		SPS COMPANIES INC	Yes	No	No	USD	05/10/2022	17.93
			96991	106928	Check	1	51968		STACK BROTHERS MECHANICAL CC	Yes	No	No	USD	05/10/2022	235.00
			97042	106929	Check	1	9592		STARK TIMOTHY	Yes	No	No	USD	05/10/2022	386.10
			96992	106930	Check	1	52404		STATE INDUSTRIAL PRODUCTS	Yes	No	No	USD	05/10/2022	1,704.30
			96993	106931	Check	1	53551		SUPER ONE	Yes	No	No	USD	05/10/2022	525.32
			96953	106932	Check	1	10652		SWANSON ADAM	Yes	No	No	USD	05/10/2022	3,600.00
			97006	106933	Check	1	6452		SWARTWOVDT, TINA	Yes	No	No	USD	05/10/2022	36.85
			97043	106934	Check	1	9671		TECHCHECK	Yes	No	No	USD	05/10/2022	3,689.17
			96954	106935	Check	1	10668		THE FIG TREE	Yes	No	No	USD	05/10/2022	2,700.00
			96962	106936	Check	1	10677		THOMPSON EMMA	Yes	No	No	USD	05/10/2022	45.29
			96961	106937	Check	1	10676		THOMPSON JEAN	Yes	No	No	USD	05/10/2022	300.00
			97033	106938	Check	1	9346		TREMBLAY, REBECCA	Yes	No	No	USD	05/10/2022	628.75
			96995	106939	Check	1	55438		TWIN PORTS PAPER SUPPLY	Yes	No	No	USD	05/10/2022	953.01
			96999	106940	Check	1	5702		ULINE	Yes	No	No	USD	05/10/2022	513.56
			96997	106941	Check	1	56350		UPPER LAKES FOODS	Yes	No	No	USD	05/10/2022	53,252.33
			97031	106942	Check	1	9277		VEGAR, NICOLE	Yes	No	No	USD	05/10/2022	109.54
			97032	106943	Check	1	9319		WALDORF, ELIZABETH	Yes	No	No	USD	05/10/2022	226.47
			97037	106944	Check	1	9429		WALSH, MICHELLE	Yes	No	No	USD	05/10/2022	1,214.28
			97000	106945	Check	1	57280		WANGEN, DAVID	Yes	No	No	USD	05/10/2022	128.70
			97027	106946	Check	1	9089		WILLIAMS, APRIL	Yes	No	No	USD	05/10/2022	655.20
			97038	106947	Check	1	9451		WITTE, LONNA	Yes	No	No	USD	05/10/2022	35.00
Bank Total: 2														\$244,166.49	
Report Total:														\$244,166.49	

**Cloquet Public Schools**  
**Detail Payment Register By Check**  
**Fund Summary**

<b>Fund</b>	<b>Description</b>	<b>Total</b>
01	General	\$61,897.36
02	Food Services	\$33.30
03	Transportation	\$691.86
04	Community Services	\$486.92
12	Activities	\$5,541.00
45	OPEB Irrevocable Trust	\$2,116.00
<b>Report Total</b>		<b>\$70,766.44</b>

### Cloquet Public Schools Check Register by Bank and Check

Batch Co	Bank	Pynt No	Check No	Pay Type	Grp	Code	Rcd	Vendor	Print	Recon	Void	Currency	Pmt/Void Date	Amount
0094	2	96924	106810	Check	1	4073		CONSOLIDATED COMMUNICATIONS	Yes	No	No	USD	04/21/2022	2,629.48
		96931	106811	Check	1	9578		CONSTELLATION NEWENERGY -GA	Yes	No	No	USD	04/21/2022	14,482.28
		96919	106812	Check	1	10662		HANNU DEBRA	Yes	No	No	USD	04/21/2022	55.00
		96921	106813	Check	1	26576		INTERMEDIATE DIST 287	Yes	No	No	USD	04/21/2022	900.00
		96923	106814	Check	1	38650		MADISON NATIONAL LIFE INSURANC	Yes	No	No	USD	04/21/2022	4,143.91
		96929	106815	Check	1	5967		MEDIACOM	Yes	No	No	USD	04/21/2022	545.21
		96928	106816	Check	1	5736		MEDICAREBLUE RX	Yes	No	No	USD	04/21/2022	2,116.00
		96927	106817	Check	1	5675		MINNESOTA ENERGY RESOURCES	Yes	No	No	USD	04/21/2022	833.60
		96922	106818	Check	1	36651		MINNESOTA POWER	Yes	No	No	USD	04/21/2022	37,090.89
		96918	106819	Check	1	10661		MINNESOTA TWINS	Yes	No	No	USD	04/21/2022	2,460.00
		96930	106820	Check	1	8484		PERRY, DAVID	Yes	No	No	USD	04/21/2022	113.49
		96926	106821	Check	1	5286		PITNEY BOWES PURCHASE POWER	Yes	No	No	USD	04/21/2022	183.34
		96916	106822	Check	1	10542		RNR YARDWORKS LLC	Yes	No	No	USD	04/21/2022	1,900.00
		96917	106823	Check	1	10612		ROCK RIDGE GOLF BOOSTERS ATTI	Yes	No	No	USD	04/21/2022	150.00
		96925	106824	Check	1	48799		SCHOLASTIC INC	Yes	No	No	USD	04/21/2022	290.38
		96914	106825	Check	1	10363		STG INC	Yes	No	No	USD	04/21/2022	465.00
		96920	106826	Check	1	10663		VALLEYFAIR YOUTH SALES	Yes	No	No	USD	04/21/2022	1,716.00
		96915	106827	Check	1	10453		WEX BANK	Yes	No	No	USD	04/21/2022	691.86
Bank Total: 2													\$70,766.44	
Report Total:													\$70,766.44	

**Cloquet Public Schools**  
**Detail Payment Register By Check**  
**Fund Summary**

<b>Fund Description</b>		<b>Total</b>
01	General	\$1,287.43
12	Activities	\$1,902.21
<b>Report Total</b>		<b>\$3,189.64</b>

## Cloquet Public Schools Check Register by Bank and Check

Batch	Co	Bank	Pymt No	Check No	Pay Type	Grp	Code	Rcd	Vendor	Print	Recon	Void	Currency	Pmt/Void Date	Amount
0094		2	96933	106829	Check	1	10664		BECKER HIGH SCHOOLATTN: ACTIV	Yes	No	No	USD	04/28/2022	225.00
			96934	106830	Check	1	10665		BOB ROGERS TRAVEL	Yes	No	No	USD	04/28/2022	1,455.60
			96936	106831	Check	1	9288		RASMUSSEN, BRENDA	Yes	No	No	USD	04/28/2022	26.91
			96935	106832	Check	1	2267		WALMART CAPITAL ONE	Yes	No	No	USD	04/28/2022	1,482.13
Bank Total: 2														\$3,189.64	
Report Total:														\$3,189.64	

**Cloquet Public Schools**  
**Detail Payment Register By Check**  
**Fund Summary**

<b>Fund Description</b>	<b>Total</b>
12    Activities	\$1,277.00
<b>Report Total</b>	<b>\$1,277.00</b>

## Cloquet Public Schools Check Register by Bank and Check

Batch	Co	Bank	Pymt No	Check No	Pay Type	Grp	Code	Rcd	Vendor	Print	Recon	Void	Currency	Pmt/Void Date	Amount
0094		2	96938	106833	Check	1	2590		DULUTH PLAYHOUSE	Yes	No	No	USD	05/02/2022	392.00
			96937	106834	Check	1	21951		GREAT LAKES AQUARIUM	Yes	No	No	USD	05/02/2022	620.00
			96939	106835	Check	1	6673		LAKE SUPERIOR ZOOLOGICAL SOC	Yes	No	No	USD	05/02/2022	265.00
Bank Total: 2														\$1,277.00	
Report Total:														\$1,277.00	

**Cloquet Public Schools**  
**Detail Payment Register By Check**  
**Fund Summary**

<b>Fund Description</b>	<b>Total</b>
01    General	\$585.00
<b>Report Total</b>	<b>\$585.00</b>

## Cloquet Public Schools Check Register by Bank and Check

Batch	Co	Bank	Pymt No	Check No	Pay Type	Grp	Code	Rcd	Vendor	Print	Recon	Void	Currency	Pmt/Void Date	Amount
0094		2	96942	106836	Check	1	10614		DULUTH EAST GOLF	Yes	No	No	USD	05/03/2022	150.00
			96941	106837	Check	1	10314		ENGER PARK GOLF COURSE	Yes	No	No	USD	05/03/2022	165.00
			96940	106838	Check	1	10282		POKEGAMA GOLF COURSE	Yes	No	No	USD	05/03/2022	120.00
			96943	106839	Check	1	10666		PRINCETON HIGH SCHOOL	Yes	No	No	USD	05/03/2022	150.00
Bank Total: 2															\$585.00
Report Total:															\$585.00

**TREASURER'S REPORT  
INDEPENDENT SCHOOL DISTRICT NO. 94  
FEBRUARY 2022**

FUND	Balance Beginning of Month		Receipts	Disbursements	Balance End of Month		Clerks Balance End of Month
	Cash	Investments			Cash	Investments	
GENERAL	(\$1,571,973.03)	\$9,990,941.65	\$7,034,770.64	\$6,751,530.40	(\$1,288,732.79)	\$10,077,010.35	\$8,788,277.56
FOOD SERVICE	\$528,770.41		\$155,788.77	\$121,104.98	\$563,454.20		\$563,454.20
TRANSPORTATION	(\$85,159.89)		\$0.00	\$195,905.81	(\$281,065.70)		(\$281,065.70)
COMMUNITY SERVICE	\$868,572.51		\$117,562.54	\$116,135.99	\$869,999.06		\$869,999.06
ACTIVITIES	\$603,555.22		\$79,409.82	\$56,216.12	\$626,748.92		\$626,748.92
<b>TOTAL OPERATING</b>	<b>\$343,765.22</b>	<b>\$9,990,941.65</b>	<b>\$7,387,531.77</b>	<b>\$7,240,893.30</b>	<b>\$490,403.69</b>	<b>\$10,077,010.35</b>	<b>\$10,481,345.34</b>
CAPITAL OUTLAY	\$194,926.99		\$0.00	\$90,568.93	\$104,358.06		\$104,358.06
DEBT REDEMPTION #94	\$2,748,084.35	\$0.00	\$5,134.43	\$1,148,450.00	\$1,604,768.78	\$0.00	\$1,604,768.78
OPEB DEBT SERVICES	(\$231,612.16)	\$0.00	\$0.00	\$0.00	(\$231,612.16)	\$0.00	(\$231,612.16)
<b>TOTAL FUNDS AVAILABLE</b>	<b>\$3,055,164.40</b>	<b>\$9,990,941.65</b>	<b>\$7,392,666.20</b>	<b>\$8,479,912.23</b>	<b>\$1,967,918.37</b>	<b>\$10,077,010.35</b>	<b>\$11,958,860.02</b>
BUILDING FUND	(\$1,820,677.29)	\$1,979,544.19	\$0.00	\$0.00	(\$1,820,677.29)	\$1,985,099.35	\$158,866.90
OPEB IRREVOCABLE TRUST	(\$944,133.59)	\$5,601,282.26	\$33,381.34	\$74,920.62	(\$985,672.87)	\$5,545,194.13	\$4,615,609.39

**RECONCILEMENT OF TREASURER'S BALANCE WITH BANK**

	Balance Per BANK STATEMENT	Outstanding Checks	Deposits Not Shown on Bank Statement	Other Reconciling Items	Balance Per Treasurer's
US BANK	\$1,085,108.39	\$1,923,540.18	\$0.00	\$0.00	(\$838,431.79)
ADD UNDEPOSITED CASH ON HAND			24		
TREASURER'S BALANCE PER BOOKS					(\$838,431.79)

**INVESTMENTS**  
**2021-2022 - FISCAL YEAR**

DATE: FEBRUARY 2022

<u>INVESTMENT</u>	<u>INTEREST RATE</u>	<u>BANK</u>	<u>MATURITY DATE</u>	<u>INTEREST TO BE EARNED</u>	<u>MONTHLY INTEREST</u>
\$ -	0.00%	MN LIQUID ASSET		-	-
\$ 5,112,676.51	0.00%	TD Ameritrade		-	\$ 21,727.82
\$ 4,299,525.10	1.59%	MSD MAX		DAILY	\$ 75.84
\$ 9,412,201.61	SUB TOTAL LIQUID ASSET FUNDS				
\$ 664,808.74	1.69%	MN TRUST	CD	3/19/2021	\$ 3,692.31
					\$ 5.04
\$ 10,077,010.35					- TOTAL INVESTMENT VALUE
					\$ 21,808.70
TOTAL MONTHLY INTEREST					\$ 21,808.70

YTD TOTAL INTEREST AS OF 2/28/22

\$ 31,416.47

=====

\$ 75,000.00 2021-22 BUDGET

2020-2021 - FISCAL YEAR

\$ 10,761,857.15 - TOTAL INVESTMENT VALUE 2/28/2021

\$ 60,174.71 - TOTAL INTEREST EARNED LAST YEAR THRU THIS MONTH

\$ 111,883.06 - TOTAL INTEREST EARNED FOR FISCAL YR 2020-2021



**INVESTMENTS: FUND 45 OPEB  
2021-2022 - FISCAL YEAR**

DATE: FEBRUARY 2022

<u>INVESTMENT</u>	<u>INTEREST RATE</u>	<u>BANK</u>	<u>MATURITY DATE</u>	<u>INTEREST TO BE EARNED</u>	<u>MONTHLY INTEREST</u>
\$ 22,517.93	0.10%	MN TRUST CD	2/26/2020	\$ -	
\$ 249,504.45	0.36%	MN TRUST CD	3/6/2020	\$ 8,245.83	
\$ 495,176.25	0.93%	MN TRUST CD	6/30/2020	\$ 1,058.13	
\$ 240,693.75	0.60%	MN TRUST CD	6/30/2020	\$ 2,030.07	
\$ 249,445.47	0.87%	MN TRUST CD	9/28/2020	\$ 26,217.16	
\$ 503,407.97	1.10%	MN TRUST CD	10/16/2020	\$ 13,351.61	
\$ 379,016.84	1.36%	MN TRUST CD	12/7/2020	\$ 15,762.88	
\$ 373,875.35	0.10%	MN TRUST CD	1/28/2021	\$ 27,785.51	
\$ 52,490.00	0.25%	MN TRUST SEC/DTC			0.28
\$ 2,979,066.12		ASSOCIATED BANK	Dividend / BankFee / Interest		\$ 2,295.03
\$ -		MID AMERICA			\$ -
<u>\$ 5,545,194.13</u>		<b>- TOTAL INVESTMENT VALUE</b>			

**TOTAL MONTHLY INTEREST** \$ 2,295.31

YTD TOTAL INTEREST AS OF 2/28/22 \$ 79,665.63  
 =====  
\$ 100,000.00 2021-22 BUDGET

2020-2021 - FISCAL YEAR

\$ 5,374,088.79 - TOTAL INVESTMENT VALUE 2/28/2021	\$ 154,631.97 - TOTAL INTEREST EARNED LAST YEAR THRU THIS MONTH
	\$ 174,293.64 - TOTAL INTEREST EARNED FOR FISCAL YR 2020-2021



- Accounts Dashboard
- Activity History
- Statements & Documents
- Organizational Settings
- CONTACT US
- Secure Contact
- FAQ

# Transfer Submitted

## CLOQUET PUBLIC SCHOOLS, ISD# 94

CN

Transfer Amount

[Print Confirmation](#)

# \$1,600,000.00

Confirmation # 3481487

Transaction Type Transfer Between Products

Transfer From 600041 - General Fund  
MSDLAF+ MAX Class

Transfer To MSDLAF+ Liquid Class

Date Scheduled Apr 14, 2022

[Make Another Transaction](#)

[Done](#)



- Accounts Dashboard
- Activity History
- Statements & Documents
- Organizational Settings
- CONTACT US
- Secure Contact
- FAQ

# Transfer Submitted

Transfer Amount

[Print Confirmation](#)

## \$1,500,000.00

Confirmation # 3488248

Transaction Type Transfer Between Products

Transfer From 600041 - General Fund  
MSDLAF+ MAX Class

Transfer To MSDLAF+ Liquid Class

Date Scheduled Apr 28, 2022

[Make Another Transaction](#)

[Done](#)

May 2, 2022

Dear Mr. Wangen,

I am respectfully requesting that you accept this letter of resignation from my DCD S/P position at Churchill Elementary School. My last day will be June 9, 2022.

I am very proud of our school and our students. I have loved teaching at Churchill for so many reasons. I have benefitted from teaching with colleagues who support each other and collaborate to meet the needs of students. Our school is respectful of students and families. I appreciate that our focus is always on helping students make the best progress they can regardless of their struggles or disability. Everyone truly does belong at Churchill.

I very much regret that my situation has changed and that I will have to relocate out of state. I will assist the new teacher with the transition in any way possible. Fortunately, we have such a strong team in our setting that the new teacher will have fantastic support.

Thank you again for the opportunity to teach at Churchill. It has been a position that I truly love and I will miss it.

Sincerely,



Tina Swartwoudt  
DCD S/P Teacher  
Churchill Elementary School

---

## MEMORANDUM

---

**TO:** Dr. Michael Cary, Superintendent

**FROM:** Erin Bates, Community Education Director  
Caitlin McCollum, Kids Corner Coordinator

**DATE:** April 26, 2022

**RE:** Resignation of Abigail Gaffaney from her position as Program Aid Assistant from Kids Corner effective April 29th, 2022.

<b>RATE OF PAY:</b>	<b>\$10.48</b>
<b>HOURS WORKED:</b>	<b>10 school year, up to 40 summer</b>
<b>START DATE:</b>	<b>09/13/2021</b>
<b>END DATE:</b>	<b>04/29/2022</b>

---

## MEMORANDUM

---

**TO:** Dr. Michael Cary, Superintendent

**FROM:** Erin Bates, Community Education Director  
Caitlin McCollum, Kids Corner Coordinator

**DATE:** April 27, 2022

**RE:** Resignation of Joshua Ziells from his position as Program Assistant from Kids Corner effective April 29, 2022.

**RATE OF PAY:** \$17.20

**HOURS WORKED:** 32-40

**START DATE:** 12/10/2013

**END DATE:** 4/29/2022



ISD 94 • Cloquet, MN 55720 • [www.isd94.org](http://www.isd94.org)

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

---

## MEMORANDUM

---

TO: Dr. Michael Cary, Superintendent

FROM: Steve Battaglia, Principal Cloquet High School

DATE: May 5, 2022

RE: **RECOMMENDATION FOR EMPLOYMENT**

I am recommending the employment of Michelle Wick as a 1.0 CTE Coordinator for the Cloquet High School for remainder of the 2021-2022 school year into the 2022-2023 school year.

RATE OF PAY: BA 3 (21/22) / BA 4 (22/23)

TOTAL COST: Per Contract

HOURS TO BE WORKED: Monday - Friday

STARTING DATE: May 10, 2022

LENGTH OF CONTRACT: 2021-2022 and 2022-2023 School Year

POSTED: Yes

REASON FOR HIRE: New Position

(Employment is contingent upon Cloquet School Board approval)



ISD 94 • Cloquet, MN 55720 • [www.isd94.org](http://www.isd94.org)

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

---

## MEMORANDUM

---

TO: Dr. Michael Cary, Superintendent

FROM: Steve Battaglia, Principal Cloquet High School

DATE: May 5, 2022

RE: **Staff Adjustment**

The following staffing adjustments will be made for the 2022-2023 school year due to increased students' numbers at the Cloquet High School:

- Katelyn LaPorte (Math) from a .8 to a 1.0 FTE
- Stephanie Pasek (Social) from a .6 to a 1.0 FTE

---

# MEMORANDUM

---

TO: Dr. Michael Cary, Superintendent

FROM: Tim Prosen, Assistant Principal Cloquet High School/Targeted Services Director

DATE: May 4, 2022

RE: **Recommendation for Employment – Target Services Summer School**

---

**I recommend that the following staff for the 2022 Targeted Services Summer School (6/13/2022 – 08/18/2022):**

Site/Grade	Teacher	Total Hours	Rate of Pay	Total Cost
Churchill KA	Tameira Boedigheimer	120	\$35.38	\$4,245.60
Churchill 1	Leah Carlson	120	\$35.38	\$4,245.60
Churchill 2	Allison Jerde	120	\$35.38	\$4,245.60
Churchill 3	Emily Hallgren	120	\$35.38	\$4,245.60
Churchill 4 (1 <sup>st</sup> session)	Kennedy Firkus-Houge	120	\$35.38	\$4,245.60
Churchill Site Coordinator	Emily Hallgren	Up to 30	\$35.38	
Churchill Para(1 <sup>st</sup> and 2 <sup>nd</sup> session)	Nick Smoczynski	120	Per contract	
Churchill Para(1st session)	Marcia Johnson	60	Per contract	
Churchill Para (2 <sup>nd</sup> session)	Rachel Godnai	60	Per contract	
Washington KA	Brittany Baier	120	\$35.38	\$4,245.60
Washington 1 (1 <sup>st</sup> session)	Sheila Kahlstorf	60	\$35.38	\$2,122.80
Washington 1 (2 <sup>nd</sup> session)	Mackenzie Stevenson	60	\$35.38	\$2,122.80
Washington 2	Laura Lammi	120	\$35.38	\$4,245.60
Washington 3	Jodi Lorenz	120	\$35.38	\$4,245.60
Washington 4	Brittney Kemi	120	\$35.38	\$4,245.60
Wash. Site Coordinator	Jill Brenner	Up to 30	\$35.38	
Washington Para	Kandi Chalberg	120	Per contract	
Washington Para	Patti Anderson	120	Per contract	
Counselor	Abigail Sewell	Up to 120	\$35.38	

BUDGETED CURRENT YEAR: Yes.

REASON FOR HIRE: Targeted Services Summer School

*Linking school and community to provide life<sup>35</sup>-long learning and success for all.*



Independent School District No. 94  
Cloquet, Minnesota 55720

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

---

## MEMORANDUM

---

TO: Dr. Michael Cary, Superintendent

FROM: Connie Hyde, Cloquet Area Alternative Education Programs Principal

DATE: May 4, 2022

RE: Summer School Extended Day High School Hours for CAAEP

Due to the number of students needing credit recovery, CAAEP will be running summer school from June 8th ~ August 13th, 2022. CAAEP is also partnering with Carlton County Human Services and the REACH program to provide opportunities for students to earn credit. CAAEP will have certified staff at each of the courses to ensure that the course work meets credit bearing criterion. The number of hours is a high estimate that will be used if all programs are filled. If the courses are not filled, the hours will be lower.

Rod Syck	up to 190 hours (4 weeks of Edgenuity, 1 week in July for a course through the county, 1 week in August for a hands-on Math project for credit recovery) at a rate of \$35.38/hr.
Cheyenne Deters	up to 190 hours (she is offering her work-based learning program for Cloquet students throughout the summer and will also be teaching summer school) at a rate of \$35.38/hr.
Sue Thomason	Up to 50 hours (She is the EDHS coordinator). Rate per contracted amount.
Angela Garbett	Up to 120 hours (She is teaching 3 ~ 3-week courses with the county and the REACH program for credit recovery) at a rate of \$35.38/hr.
Lauren Empson	Up to 50 hours (She is teaching a course with the county and the REACH program for credit recovery) at a rate of \$35.38/hr

Linking school and community to provide life-long learning and success for all.



ISD 94 • Cloquet, MN 55720 • www.isd94.org

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

## MEMORANDUM

TO: Dr. Michael Cary, Superintendent

FROM: Steve Battaglia, Principal Cloquet High School

DATE: April 26, 2022

RE: **Recommendation for Employment – Summer School**

We are recommending that the following staff be hired for 2022 Summer School at Cloquet Senior High School from June 14 – June 30, 2022.

SUBJECT	NAME	Total Hours	Total Prep Hours	Total Cost
ENGLISH	Lindsay Smith	72 hours	9	\$2,865.78
MATH	Kevin Brenner	72 hours	9	\$2,865.78
SCIENCE	Al Denman	72 hours	9	\$2,865.78
SOCIAL STUDIES	Bret Baker	40 hours	5	\$1,592.10
SOCIAL STUDIES	Steve Polkowski	32 hours	4	\$1,273.68

\*\* Rate of pay will be based on the final 2021-2023 Teacher Contract.



Independent School District No. 94  
Cloquet, Minnesota 55720

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

---

## MEMORANDUM

---

TO: Cloquet School Board Members

FROM: Dr. Michael Cary, Superintendent

DATE: May 3, 2022

RE: Recommendation for Extra Services Contract

I am recommending an extra-service contract for Jessica Knutsen, Special Education Transition Coordinator for the 2022-2023 school year. The time period of this contract will be September 7, 2022 – June 7, 2023. This assignment will be paid at the daily rate of \$436.14 for 10 days for a total of \$4,361.40. Salary is per Schedule C of the 2021-2023 Teacher’s Master Agreement.

(Employment is contingent upon Cloquet School Board approval)

MC: mjm

Linking school and community to provide life-long learning and success for all.



Independent School District No. 94  
Cloquet, Minnesota 55720

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

---

## MEMORANDUM

---

TO: Cloquet School Board Members

FROM: Dr. Michael Cary, Superintendent

DATE: May 2, 2022

RE: Recommendation for Extra Services Contract

I am recommending an extra-service contract for Jody Zeleznikar, Special Education Coordinator for the 2022-2023 school year. The time period of this contract will be September 7, 2022 – June 7, 2023. This assignment will be paid at the daily rate of \$436.14 for 10 days for a total of \$4,361.40. Salary is per Schedule C of the 2021-2023 Teacher’s Master Agreement.

(Employment is contingent upon Cloquet School Board approval)

MC: mjm

Linking school and community to provide life-long learning and success for all.



Independent School District No. 94  
Cloquet, Minnesota 55720

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

---

## MEMORANDUM

---

TO: Cloquet School Board Members

FROM: Dr. Michael Cary, Superintendent

DATE: May 2, 2022

RE: Recommendation for Extra Services Contract

I am recommending an extra-service contract for Stephanie Gibson, Special Education/ADSIS Coordinator for the 2022-2023 school year. The time period of this contract will be July 1, 2022 – June 30, 2023. This assignment will be paid at the daily rate of \$454.37 for 10 days for a total of \$4,543.70. Salary is per Schedule C of the 2021-2023 Teacher’s Master Agreement.

(Employment is contingent upon Cloquet School Board approval)

MC: mjm

Linking school and community to provide life-long learning and success for all.



Independent School District No. 94  
Cloquet, Minnesota 55720

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

---

## MEMORANDUM

---

TO: Cloquet School Board Members

FROM: Dr. Michael Cary, Superintendent

DATE: May 2, 2022

RE: Recommendation for Extra Services Contract

I am recommending an extra-service contract for Sarah Ellena, District Nurse, for nursing services summer work for the 2022-2023 school year. The time period of this contract will be July 1, 2022- June 30, 2023. This assignment will be paid at the daily rate of \$309.70 for 10 days for a total of \$3,097.00. Salary is per Schedule C of the 2021-2023 Teacher’s Master Agreement.

(Employment is contingent upon Cloquet School Board approval)

MC: mjm



Independent School District No. 94  
Cloquet, Minnesota 55720

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

---

## MEMORANDUM

---

TO: Cloquet School Board

FROM: Dr. Michael Cary, Superintendent

DATE: May 5, 2022

RE: Extra Service Contract – Computer Programming

Board Members,

An annual \$6,000 per year extra service contract for William Bauer for his provision of computer programming services to the district.

Linking school and community to provide life-long learning and success for all.

**From the Desk of:**

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

To: Mary Marciniak, Superintendent Cary, School Board  
From: Paul Riess, Activities Director  
Date: April 25th, 2022  
Re: Adjustment to Extra-Services Coaching Contracts

I am recommending the following adjustments be made to the spring 2021-2022 extra-services coaching contracts

**\*Rescind Rich Brummer extra service contract for \$500 for set design on spring 3 act play. Rich is no longer helping with spring play.**

**\*Reissue extra-service contract to Al Woodward for \$600 for set design on spring play. Al had initially agreed to be a volunteer.**

**These amounts are paid for by the spring 3 act play activities budget and are no cost to the school district.**

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

Thank you,

Paul Riess



Independent School District No. 94  
Cloquet, Minnesota 55720

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

---

## MEMORANDUM

---

TO: Dr. Michael Cary, Superintendent

FROM: David Wangen, Churchill Elementary Principal

DATE: May 4, 2022

RE: Permission to Post for 1.0 FTE DCD S/P Special Education Teacher

I am requesting permission to post for a 1.0 FTE DCD S/P Special Education Teacher at Churchill Elementary starting the 2022-2023 school year. This is due to a staff resignation.



Independent School District No. 94  
Cloquet, Minnesota 55720

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

---

## MEMORANDUM

---

TO: Dr. Michael Cary, Superintendent

FROM: Robbi Mondati, Principal – Washington Elementary School

DATE: May 4, 2022

RE: Permission to Post

I am requesting permission to post for a 1.0 FTE Multi-categorical Special Education teacher to serve our K-4 students at Washington Elementary. In April of 2022, we added a new position at Washington, however since that time we have restructured programming and are reposting the position now that we have a more permanent program plan in place that is different than what we hired for last March.



Independent School District No. 94  
Cloquet, Minnesota 55720

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

---

## MEMORANDUM

---

TO: Dr. Michael Cary, Superintendent

FROM: David Wangen, Churchill Elementary Principal

DATE: May 2, 2022

RE: Permission to Post for LT Substitute School Counselor

I am requesting permission to post for a 1.0 FTE Long Term Substitute School Counselor at Churchill Elementary School starting August 25, 2022, for approximately 8 weeks. This vacancy is due to a FMLA request.



ISD 94 • Cloquet, MN 55720 • [www.isd94.org](http://www.isd94.org)

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

---

## MEMORANDUM

---

TO: Dr. Michael Cary, Superintendent

FROM: Steve Battaglia, Principal Cloquet High School

DATE: May 4, 2022

RE: **Permission to Post**

---

We are requesting permission to post for a 1.0 FTE Instructional Coach at the Cloquet High School for the 2022-2023 school year due to a staff vacancy.

*Linking school and community to provide life-long learning and success for all.*



ISD 94 • Cloquet, MN 55720 • [www.isd94.org](http://www.isd94.org)

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

---

## MEMORANDUM

---

TO: Dr. Michael Cary, Superintendent

FROM: Steve Battaglia, Principal Cloquet High School

DATE: May 2, 2022

RE: **Permission to Post**

---

We are requesting permission to post for a .5 FTE Science Teacher at the Cloquet High School for the 2022-2023 school year due increased students coming over from the middle school.

*Linking school and community to provide life-long learning and success for all.*



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

---

## MEMORANDUM

---

TO: Dr. Cary, ISD 94 School Board

FROM: Paul Riess, Activities Director

DATE: April 25th , 2022

RE: **Permission to Post**

I am requesting permission to post for a **Head Girls Hockey Coach** due to the resignation of former coach.

PR

---

## MEMORANDUM

---

TO: Dr. Michael Cary, Superintendent  
FROM: Erin Bates, Community Education Director  
DATE: May 6, 2022  
RE: Permission to post

I am requesting permission to post internally and externally for the following positions:

- 1 - Program Aide/Aide Assistant at Li'l Thunder Learning Center
- 3 - Program Aides/Aide Assistants at Li'l Lumberjacks' Learning Center

These openings are due to the resignation of staff and increasing enrollment.



ISD 94 • Cloquet, MN 55720 • [www.isd94.org](http://www.isd94.org)

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

---

## MEMORANDUM

---

TO: Dr. Michael Cary, Superintendent

FROM: Erin Bates, Community Education Director

DATE: May 9, 2022

RE: **REQUEST TO POST**

---

We are requesting permission to post for the following position due current educator using an out of field waiver.

- Licensed ECFE Parent Educator
- Approximately 6-12 hours/week for 30 weeks/year
- Rate of Pay - \$29.30
- Starting Date August 2022
- Length of Contract - Ongoing
- Budgeted Current Year - Yes
- Qualifies for Benefits – Yes, per Teachers Union Contract for ECFE/SR staff



Independent School District No. 94  
Cloquet, Minnesota 55720

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

---

## MEMORANDUM

---

TO: Dr. Michael Cary, Superintendent

FROM: Robbi Mondati, Principal – Washington Elementary School

DATE: May 4, 2022

RE: Thank you for donations

Many thanks to the **Rotary Club of Cloquet** for their generous donations to Washington Elementary. They provided dictionaries for 3<sup>rd</sup> grade students, and are creating personalized books for each Kindergarten student.

Also, a huge thank you to our **Partners In Education** team for sponsoring grants for many different school needs over the school year:

Staff Appreciation for the year - \$3000.00  
Family Literacy Nights Grant - \$250.00  
Trimester 1 Rewards - \$250.00  
Just Kids Dental - \$450.00  
Skatetime School Programs - \$3,250.00  
Purple Pride Prizes - \$750.00  
S.A.T. student t-shirts - \$260.00  
Starfall - \$270.00  
BrainPop membership renewal - \$3,250.00  
Media Center Grant for "I Love to Read" Month - \$500.00  
Battle of the Books - \$425.00  
Scholastic Book Grant - \$2,500.00

For a total this year of **\$15,155.00**

## 2021-2022 Student Enrollment Report

5/28/2021	Dates	9/8	9/22	10/6	10/19	11/4	11/17	12/8	1/6	1/18	2/9	2/23	3/16	4/6	4/19	5/4			
	<b>CHURCHILL</b>																		
18	Handicap Kindergarten	16	17	18	18	18	19	19	18	18	18	18	18	18	18	18			
24	Early Five/Dev Kindergarten	12	11	12	12	13	13	13	13	13	13	13	14	14	14	15			
54	Kindergarten - All Day	69	72	70	70	69	69	69	70	70	70	70	69	70	70	70			
63	First Grade	55	54	54	54	54	54	53	54	54	53	53	53	52	52	53			
80	Second Grade	72	72	72	72	72	70	70	70	70	70	70	71	71	71	72			
76	Third Grade	68	68	68	68	68	68	68	69	69	68	69	70	69	69	69			
83	Fourth Grade	69	70	70	70	70	70	70	70	70	70	70	71	71	71	71			
398	<b>TOTAL CHURCHILL</b>	361	364	364	364	364	363	362	364	364	362	363	366	365	365	368	0	0	0
	<b>WASHINGTON</b>																		
17	Handicap Kindergarten	17	18	19	19	18	18	18	18	18	19	20	20	19	19	19			
51	Kindergarten - All Day	83	82	81	82	82	81	80	80	81	82	81	81	81	81	81			
116	First Grade	76	76	75	75	75	75	75	76	76	76	77	77	77	78	78			
103	Second Grade	106	106	105	106	105	105	106	106	107	107	107	106	107	107	106			
98	Third Grade	113	112	113	113	112	112	113	112	113	114	115	114	114	114	114			
99	Fourth Grade	110	107	105	106	105	105	105	105	105	106	106	105	105	105	106			
484	<b>TOTAL WASHINGTON</b>	505	501	498	501	497	496	497	497	500	504	506	503	503	504	504	0	0	0
882	<b>TOTAL ELEMENTARY</b>	866	865	862	865	861	859	859	861	864	866	869	869	868	869	872	0	0	0
	Open Enrollment-Elementary																		
	<b>MIDDLE SCHOOL</b>																		
193	Fifth Grade	192	189	189	191	193	190	190	189	189	189	191	191	191	191	191			
211	Sixth Grade	198	196	194	196	197	197	196	196	196	197	197	196	196	194	192			
217	Seventh Grade	218	214	213	214	213	211	209	210	211	209	210	207	207	205	205			
214	Eighth Grade	219	214	213	212	212	211	210	209	209	204	205	202	201	203	203			
835	<b>TOTAL MIDDLE SCHOOL</b>	827	813	809	813	815	809	805	804	805	799	803	796	795	793	791	0	0	0
	Open Enrollment-CMS																		
	<b>HIGH SCHOOL</b>																		
224	Ninth Grade	221	220	221	221	219	221	219	221	220	220	219	217	215	215	215			
184	Tenth Grade	223	223	220	220	221	221	220	220	220	216	214	212	211	207	207			
165	Eleventh Grade	185	186	184	184	184	184	185	183	181	182	179	179	176	176	175			
170	Twelfth Grade	172	173	172	172	172	173	172	171	171	166	164	162	162	159	159			
743	<b>TOTAL HIGH SCHOOL</b>	801	802	797	797	796	799	796	795	792	784	776	770	764	757	756	0	0	0
	Open Enrollment-CHS																		
2460	<b>TOTAL HK-12</b>	2494	2480	2468	2475	2472	2467	2460	2460	2461	2449	2448	2435	2427	2419	2419	0	0	0
	<b>TOTAL OPEN ENROLLMENT</b>	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	<b>CAAEP- FULL-TIME</b>																		
	High School (grades 9-12)	83	86	84	80	77	77	76	75	73	84	82	84	78	81	79			
	Junior High (grades 6-8)	6	6	8	8	9	9	11	11	11	11	11	10	10	10	10			
79	<b>TOTAL CAAEP-Full-Time</b>	89	92	92	88	86	86	87	86	84	95	93	94	88	91	89	0	0	0
	<b>** CAAEP - PART-TIME</b>																		
	EDHS																		
	Extended Programming																		
	Targeted Services																		
2539	<b>GRAND TOTAL</b>	2583	2572	2560	2563	2558	2553	2547	2546	2545	2544	2541	2529	2515	2510	2508	0	0	0

\*\* NOT included in totals.

INDEPENDENT SCHOOL DISTRICT NO. 94

---

Cloquet, Minnesota

May 9, 2022

MEMBER \_\_\_\_\_ introduced the following resolution and moved its adoption:

RESOLUTION RELATING TO THE TERMINATION AND  
NONRENEWAL OF THE TEACHING CONTRACT  
OF **ZOE BYSTROM**, A PROBATIONARY TEACHER

WHEREAS, **ZOE BYSTROM** is a probationary teacher in Independent School District No. 94.

BE IT RESOLVED, by the School Board of Independent School District No. 94, that pursuant to Minnesota Statutes 122A.40, Subdivision 5, that a 0.2 FTE reduction of the 1.0 FTE Title teaching contract of **ZOE BYSTROM**, a probationary teacher in Independent School District No. 94 is hereby terminated at the close of the current 2021-2022 school year.

BE IT FURTHER RESOLVED that written notice be sent to said teacher regarding termination and non-renewal of 0.2 FTE of her 1.0 FTE Title teaching contract as provided by law, and that said notice shall be in substantially the following form:

NOTICE OF TERMINATION  
AND NON-RENEWAL

Ms. Zoe Bystrom,

Dear Zoe Bystrom,

You are hereby notified that at a regular meeting of the School Board of Independent School District No. 94 held on Monday, May 9, 2022, a resolution was adopted by a majority roll call vote to terminate 0.2 FTE of your 1.0 FTE Title teaching contract effective at the end of the current school year and not to renew 0.2 FTE of your 1.0 FTE Title teaching contract for the 2022-2023 school year. Said action of the board is taken pursuant to M.S. 122A.40, Subd. 5.

You may officially request that the school board give its reasons for the non-renewal of your teaching contract. For your information, however, this action is being taken because your annual probationary contract is not being renewed.

Yours very truly,

SCHOOL BOARD OF  
INDEPENDENT SCHOOL DISTRICT NO. 94

---

Clerk of the School Board

The motion for the adoption of the foregoing resolution was duly seconded by \_\_\_\_\_ and upon vote being taken thereon, the following voted in favor thereof:

- T. Lammi***
- N. Sandman***
- D. Battaglia***
- G. Huard***
- M. Juntunen***
- K. Scarbrough***

and the following voted against the same:

- T. Lammi***
- N. Sandman***
- D. Battaglia***
- G. Huard***
- M. Juntunen***
- K. Scarbrough***

whereupon said resolution was declared duly passed and adopted.

INDEPENDENT SCHOOL DISTRICT NO. 94

---

Cloquet, Minnesota

May 9, 2022

MEMBER \_\_\_\_\_ introduced the following resolution and moved its adoption:

RESOLUTION RELATING TO THE TERMINATION AND  
NONRENEWAL OF THE TEACHING CONTRACT  
OF **CARLA GOLDSCHMIDT**, A PROBATIONARY TEACHER

WHEREAS, **CARLA GOLDSCHMIDT** is a probationary teacher in Independent School District No. 94.

BE IT RESOLVED, by the School Board of Independent School District No. 94, that pursuant to Minnesota Statutes 122A.40, Subdivision 5, that the 0.4 FTE music teaching contract of **Carla Goldschmidt**, a probationary teacher in Independent School District No. 94 is hereby terminated at the close of the current 2021-2022 school year.

BE IT FURTHER RESOLVED that written notice be sent to said teacher regarding termination and non-renewal of her 0.4 FTE music teaching contract as provided by law, and that said notice shall be in substantially the following form:

NOTICE OF TERMINATION  
AND NON-RENEWAL

Ms. Carla Goldschmidt

Dear Ms. Goldschmidt,

You are hereby notified that at a regular meeting of the School Board of Independent School District No. 94 held on Monday, May 9, 2022, a resolution was adopted by a majority roll call vote to terminate your 0.4 FTE Music Grade teaching contract effective at the end of the current school year and not to renew your 0.4 FTE Music Grade teaching contract for the 2022-2023 school year. Said action of the board is taken pursuant to M.S. 122A.40, Subd. 5.

You may officially request that the school board give its reasons for the non-renewal of your teaching contract. For your information, however, this action is being taken because your annual probationary contract is not being renewed.

Yours very truly,

SCHOOL BOARD OF  
INDEPENDENT SCHOOL DISTRICT NO. 94

---

Clerk of the School Board

The motion for the adoption of the foregoing resolution was duly seconded by \_\_\_\_\_ and upon vote being taken thereon, the following voted in favor thereof:

- T. Lammi***
- N. Sandman***
- D. Battaglia***
- G. Huard***
- M. Juntunen***
- K. Scarbrough***

and the following voted against the same:

- T. Lammi***
- N. Sandman***
- D. Battaglia***
- G. Huard***
- M. Juntunen***
- K. Scarbrough***

whereupon said resolution was declared duly passed and adopted.

Cloquet, Minnesota  
May 9, 2022

MEMBER \_\_\_\_\_ introduced the following resolution and moved its adoption:

RESOLUTION RELATING TO THE TERMINATION AND  
NONRENEWAL OF THE TEACHING CONTRACT  
OF **EMILY HALLGREN**, A PROBATIONARY TEACHER

WHEREAS, **EMILY HALLGREN** is a probationary teacher in Independent School District No. 94.

BE IT RESOLVED, by the School Board of Independent School District No. 94, that pursuant to Minnesota Statutes 122A.40, Subdivision 5, that the 1.0 FTE 5th Grade teaching contract of **EMILY HALLGREN**, a probationary teacher in Independent School District No. 94 is hereby terminated at the close of the current 2021-2022 school year.

BE IT FURTHER RESOLVED that written notice be sent to said teacher regarding termination and non-renewal of her 1.0 FTE 5<sup>th</sup> Grade teaching contract as provided by law, and that said notice shall be in substantially the following form:

NOTICE OF TERMINATION  
AND NON-RENEWAL

Ms. Emily Hallgren

Dear Ms. Hallgren,

You are hereby notified that at a regular meeting of the School Board of Independent School District No. 94 held on Monday, May 9, 2022, a resolution was adopted by a majority roll call vote to terminate your 1.0 FTE 5<sup>th</sup> Grade teaching contract effective at the end of the current school year and not to renew your 1.0 FTE 5<sup>th</sup> Grade teaching contract for the 2022-2023 school year. Said action of the board is taken pursuant to M.S. 122A.40, Subd. 5.

You may officially request that the school board give its reasons for the non-renewal of your teaching contract. For your information, however, this action is being taken because your annual probationary contract is not being renewed.

Yours very truly,

SCHOOL BOARD OF  
INDEPENDENT SCHOOL DISTRICT NO. 94

---

Clerk of the School Board

The motion for the adoption of the foregoing resolution was duly seconded by \_\_\_\_\_ and upon vote being taken thereon, the following voted in favor thereof:

- T. Lammi***
- N. Sandman***
- D. Battaglia***
- G. Huard***
- M. Juntunen***
- K. Scarbrough***

and the following voted against the same:

- T. Lammi***
- N. Sandman***
- D. Battaglia***
- G. Huard***
- M. Juntunen***
- K. Scarbrough***

whereupon said resolution was declared duly passed and adopted.

Cloquet, Minnesota  
May 9, 2022

MEMBER \_\_\_\_\_ introduced the following resolution and moved its adoption:

RESOLUTION RELATING TO THE TERMINATION AND  
NONRENEWAL OF THE TEACHING CONTRACT  
OF **NATHAN KNUTSON**, A PROBATIONARY TEACHER

WHEREAS, **Nathan Knutson** is a probationary teacher in Independent School District No. 94.

BE IT RESOLVED, by the School Board of Independent School District No. 94, that pursuant to Minnesota Statutes 122A.40, Subdivision 5, that the 1.0 FTE Special Education teaching contract of **Nathan Knutson**, a probationary teacher in Independent School District No. 94 is hereby terminated at the close of the current 2021-2022 school year.

BE IT FURTHER RESOLVED that written notice be sent to said teacher regarding termination and non-renewal of his 1.0 FTE Special Education teaching contract as provided by law, and that said notice shall be in substantially the following form:

NOTICE OF TERMINATION  
AND NON-RENEWAL

Mr. Nathan Knutson

Dear Mr. Nathan Knutson,

You are hereby notified that at a regular meeting of the School Board of Independent School District No. 94 held on Monday, May 9, 2022, a resolution was adopted by a majority roll call vote to terminate your 1.0 FTE Special Education teaching contract effective at the end of the current school year and not to renew your 1.0 FTE Special Education teaching contract for the 2022-2023 school year. Said action of the board is taken pursuant to M.S. 122A.40, Subd. 5.

You may officially request that the school board give its reasons for the non-renewal of your teaching contract. For your information, however, this action is being taken because your annual probationary contract is not being renewed.

Yours very truly,

SCHOOL BOARD OF  
INDEPENDENT SCHOOL DISTRICT NO. 94

---

Clerk of the School Board

The motion for the adoption of the foregoing resolution was duly seconded by \_\_\_\_\_ and upon vote being taken thereon, the following voted in favor thereof:

- T. Lammi***
- N. Sandman***
- D. Battaglia***
- G. Huard***
- M. Juntunen***
- K. Scarbrough***

and the following voted against the same:

- T. Lammi***
- N. Sandman***
- D. Battaglia***
- G. Huard***
- M. Juntunen***
- K. Scarbrough***

whereupon said resolution was declared duly passed and adopted.

Cloquet, Minnesota

May 9, 2022

MEMBER \_\_\_\_\_ introduced the following resolution and moved its adoption:

RESOLUTION RELATING TO THE TERMINATION AND  
NONRENEWAL OF THE TEACHING CONTRACT  
OF **SAMUEL LONGSETH**, A PROBATIONARY TEACHER

WHEREAS, **SAMUEL LONGSETH** is a probationary teacher in Independent School District No. 94.

BE IT RESOLVED, by the School Board of Independent School District No. 94, that pursuant to Minnesota Statutes 122A.40, Subdivision 5, that the 1.0 FTE Academic Intervention teaching contract of **Samuel Longseth**, a probationary teacher in Independent School District No. 94 is hereby terminated at the close of the current 2021-2022 school year.

BE IT FURTHER RESOLVED that written notice be sent to said teacher regarding termination and non-renewal of his 1.0 FTE Academic Intervention teaching contract as provided by law, and that said notice shall be in substantially the following form:

NOTICE OF TERMINATION  
AND NON-RENEWAL

Mr. Samuel Longseth

Dear Mr. Samuel Longseth,

You are hereby notified that at a regular meeting of the School Board of Independent School District No. 94 held on Monday, May 9, 2022, a resolution was adopted by a majority roll call vote to terminate your 1.0 FTE Academic Intervention teaching contract effective at the end of the current school year and not to renew your 1.0 FTE Academic Intervention teaching contract for the 2022-2023 school year. Said action of the board is taken pursuant to M.S. 122A.40, Subd. 5.

You may officially request that the school board give its reasons for the non-renewal of your teaching contract. For your information, however, this action is being taken because your annual probationary contract is not being renewed.

Yours very truly,

SCHOOL BOARD OF  
INDEPENDENT SCHOOL DISTRICT NO. 94

---

Clerk of the School Board

The motion for the adoption of the foregoing resolution was duly seconded by \_\_\_\_\_ and upon vote being taken thereon, the following voted in favor thereof:

- T. Lammi***
- N. Sandman***
- D. Battaglia***
- G. Huard***
- M. Juntunen***
- K. Scarbrough***

and the following voted against the same:

- T. Lammi***
- N. Sandman***
- D. Battaglia***
- G. Huard***
- M. Juntunen***
- K. Scarbrough***

whereupon said resolution was declared duly passed and adopted.

Cloquet, Minnesota  
May 9, 2022

MEMBER \_\_\_\_\_ introduced the following resolution and moved its adoption:

RESOLUTION RELATING TO THE TERMINATION AND  
NONRENEWAL OF THE TEACHING CONTRACT  
OF **CHRISTINA MCMAHON**, A PROBATIONARY TEACHER

WHEREAS, **CHRISTINA MCMAHON** is a probationary teacher in Independent School District No. 94.

BE IT RESOLVED, by the School Board of Independent School District No. 94, that pursuant to Minnesota Statutes 122A.40, Subdivision 5, that the 1.0 FTE Kindergarten teaching contract of **CHRISTINA MCMAHON**, a probationary teacher in Independent School District No. 94 is hereby terminated at the close of the current 2021-2022 school year.

BE IT FURTHER RESOLVED that written notice be sent to said teacher regarding termination and non-renewal of her 1.0 FTE Kindergarten teaching contract as provided by law, and that said notice shall be in substantially the following form:

NOTICE OF TERMINATION  
AND NON-RENEWAL

Ms. Christian McMahan

Dear Ms. McMahan,

You are hereby notified that at a regular meeting of the School Board of Independent School District No. 94 held on Monday, May 9, 2022, a resolution was adopted by a majority roll call vote to terminate your 1.0 FTE Kindergarten teaching contract effective at the end of the current school year and not to renew your 1.0 FTE Kindergarten teaching contract for the 2022-2023 school year. Said action of the board is taken pursuant to M.S. 122A.40, Subd. 5.

You may officially request that the school board give its reasons for the non-renewal of your teaching contract. For your information, however, this action is being taken because your annual probationary contract is not being renewed.

Yours very truly,

SCHOOL BOARD OF  
INDEPENDENT SCHOOL DISTRICT NO. 94

---

Clerk of the School Board

The motion for the adoption of the foregoing resolution was duly seconded by \_\_\_\_\_ and upon vote being taken thereon, the following voted in favor thereof:

- T. Lammi***
- N. Sandman***
- D. Battaglia***
- G. Huard***
- M. Juntunen***
- K. Scarbrough***

and the following voted against the same:

- T. Lammi***
- N. Sandman***
- D. Battaglia***
- G. Huard***
- M. Juntunen***
- K. Scarbrough***

whereupon said resolution was declared duly passed and adopted.

Cloquet, Minnesota  
May 9, 2022

MEMBER \_\_\_\_\_ introduced the following resolution and moved its adoption:

RESOLUTION RELATING TO THE TERMINATION AND  
NONRENEWAL OF THE TEACHING CONTRACT  
OF **RACHEL SCHMIDT**, A PROBATIONARY TEACHER

WHEREAS, **RACHEL SCHMIDT** is a probationary teacher in Independent School District No. 94.

BE IT RESOLVED, by the School Board of Independent School District No. 94, that pursuant to Minnesota Statutes 122A.40, Subdivision 5, that the 1.0 FTE Fourth (4<sup>th</sup>) Grade teaching contract of **RACHEL SCHMIDT**, a probationary teacher in Independent School District No. 94 is hereby terminated at the close of the current 2021-2022 school year.

BE IT FURTHER RESOLVED that written notice be sent to said teacher regarding termination and non-renewal of her 1.0 FTE Fourth (4<sup>th</sup>) Grade teaching contract as provided by law, and that said notice shall be in substantially the following form:

NOTICE OF TERMINATION  
AND NON-RENEWAL

Ms. Rachel Schmidt

Dear Rachel Schmidt,

You are hereby notified that at a regular meeting of the School Board of Independent School District No. 94 held on Monday, May 9, 2022, a resolution was adopted by a majority roll call vote to terminate your 1.0 FTE Fourth (4<sup>th</sup>) Grade teaching contract effective at the end of the current school year and not to renew your 1.0 FTE Fourth (4<sup>th</sup>) Grade teaching contract for the 2022-2023 school year. Said action of the board is taken pursuant to M.S. 122A.40, Subd. 5.

You may officially request that the school board give its reasons for the non-renewal of your teaching contract. For your information, however, this action is being taken because your annual probationary contract is not being renewed.

Yours very truly,

SCHOOL BOARD OF  
INDEPENDENT SCHOOL DISTRICT NO. 94

---

Clerk of the School Board

The motion for the adoption of the foregoing resolution was duly seconded by \_\_\_\_\_ and upon vote being taken thereon, the following voted in favor thereof:

- T. Lammi***
- N. Sandman***
- D. Battaglia***
- G. Huard***
- M. Juntunen***
- K. Scarbrough***

and the following voted against the same:

- T. Lammi***
- N. Sandman***
- D. Battaglia***
- G. Huard***
- M. Juntunen***
- K. Scarbrough***

whereupon said resolution was declared duly passed and adopted.

Cloquet, Minnesota

May 9, 2022

MEMBER \_\_\_\_\_ introduced the following resolution and moved its adoption:

RESOLUTION RELATING TO THE TERMINATION AND  
NONRENEWAL OF THE TEACHING CONTRACT  
OF **EMMA THOMPSON**, A PROBATIONARY TEACHER

WHEREAS, **EMMA THOMPSON** is a probationary teacher in Independent School District No. 94.

BE IT RESOLVED, by the School Board of Independent School District No. 94, that pursuant to Minnesota Statutes 122A.40, Subdivision 5, that the 1.0 FTE ADSIS teaching contract of **EMMA THOMPSON**, a probationary teacher in Independent School District No. 94 is hereby terminated at the close of the current 2021-2022 school year.

BE IT FURTHER RESOLVED that written notice be sent to said teacher regarding termination and non-renewal of her 1.0 FTE ADSIS teaching contract as provided by law, and that said notice shall be in substantially the following form:

NOTICE OF TERMINATION  
AND NON-RENEWAL

Ms. Emma Thompson

Dear Ms. Thompson,

You are hereby notified that at a regular meeting of the School Board of Independent School District No. 94 held on Monday, May 9, 2022, a resolution was adopted by a majority roll call vote to terminate your 1.0 FTE ADSIS teaching contract effective at the end of the current school year and not to renew your 1.0 FTE ADSIS teaching contract for the 2022-2023 school year. Said action of the board is taken pursuant to M.S. 122A.40, Subd. 5.

You may officially request that the school board give its reasons for the non-renewal of your teaching contract. For your information, however, this action is being taken because your annual probationary contract is not being renewed.

Yours very truly,

SCHOOL BOARD OF  
INDEPENDENT SCHOOL DISTRICT NO. 94

---

Clerk of the School Board

The motion for the adoption of the foregoing resolution was duly seconded by \_\_\_\_\_ and upon vote being taken thereon, the following voted in favor thereof:

- T. Lammi***
- N. Sandman***
- D. Battaglia***
- G. Huard***
- M. Juntunen***
- K. Scarbrough***

and the following voted against the same:

- T. Lammi***
- N. Sandman***
- D. Battaglia***
- G. Huard***
- M. Juntunen***
- K. Scarbrough***

whereupon said resolution was declared duly passed and adopted.

INDEPENDENT SCHOOL DISTRICT NO. 94

---

Cloquet, Minnesota

May 9, 2022

MEMBER \_\_\_\_\_ introduced the following resolution and moved its adoption:

RESOLUTION RELATING TO THE TERMINATION AND  
NONRENEWAL OF THE TEACHING CONTRACT  
OF **JARED ANDERSON**, A PROBATIONARY TEACHER

WHEREAS, **JARED ANDERSON** is a probationary teacher in Independent School District No. 94.

BE IT RESOLVED, by the School Board of Independent School District No. 94, that pursuant to Minnesota Statutes 122A.40, Subdivision 5, that 0.3 FTE of a 1.0 FTE teaching contract of **JARED ANDERSON**, a probationary teacher in Independent School District No. 94 is hereby terminated at the close of the current 2021-2022 school year.

BE IT FURTHER RESOLVED that written notice be sent to said teacher regarding termination and non-renewal of 0.3 FTE of his 1.0 FTE teaching contract as provided by law, and that said notice shall be in substantially the following form:

NOTICE OF TERMINATION  
AND NON-RENEWAL

Mr. Jared Anderson

Dear Mr. Jared Anderson,

You are hereby notified that at a regular meeting of the School Board of Independent School District No. 94 held on Monday, May 9, 2022, a resolution was adopted by a majority roll call vote to terminate 0.3 FTE of your 1.0 FTE teaching contract effective at the end of the current school year and not to renew 0.3 FTE of your 1.0 FTE teaching contract for the 2022-2023 school year. Said action of the board is taken pursuant to M.S. 122A.40, Subd. 5.

You may officially request that the school board give its reasons for the non-renewal of your teaching contract. For your information, however, this action is being taken because your annual probationary contract is not being renewed.

Yours very truly,

SCHOOL BOARD OF  
INDEPENDENT SCHOOL DISTRICT NO. 94

---

Clerk of the School Board

The motion for the adoption of the foregoing resolution was duly seconded by \_\_\_\_\_ and upon vote being taken thereon, the following voted in favor thereof:

- T. Lammi***
- N. Sandman***
- D. Battaglia***
- G. Huard***
- M. Juntunen***
- K. Scarbrough***

and the following voted against the same:

- T. Lammi***
- N. Sandman***
- D. Battaglia***
- G. Huard***
- M. Juntunen***
- K. Scarbrough***

whereupon said resolution was declared duly passed and adopted.

Cloquet, Minnesota

May 9, 2022

MEMBER \_\_\_\_\_ introduced the following resolution and moved its adoption:

RESOLUTION RELATING TO THE TERMINATION AND  
NONRENEWAL OF THE TEACHING CONTRACT  
OF **ABIGAIL RAHNE**, A PROBATIONARY TEACHER

WHEREAS, **ABIGAIL RAHNE** is a probationary teacher in Independent School District No. 94.

BE IT RESOLVED, by the School Board of Independent School District No. 94, that pursuant to Minnesota Statutes 122A.40, Subdivision 5, that the 1.0 FTE Special Education teaching contract of **ABIGAIL RAHNE**, a probationary teacher in Independent School District No. 94 is hereby terminated at the close of the current 2021-2022 school year.

BE IT FURTHER RESOLVED that written notice be sent to said teacher regarding termination and non-renewal of her 1.0 FTE Special Education teaching contract as provided by law, and that said notice shall be in substantially the following form:

NOTICE OF TERMINATION  
AND NON-RENEWAL

Ms. Abigail Rahne

Dear Ms. Abigail Rahne,

You are hereby notified that at a regular meeting of the School Board of Independent School District No. 94 held on Monday, May 9, 2022, a resolution was adopted by a majority roll call vote to terminate your 1.0 FTE Special Education teaching contract effective at the end of the current school year and not to renew your 1.0 FTE Special Education teaching contract for the 2022-2023 school year. Said action of the board is taken pursuant to M.S. 122A.40, Subd. 5.

You may officially request that the school board give its reasons for the non-renewal of your teaching contract. For your information, however, this action is being taken because your annual probationary contract is not being renewed.

Yours very truly,

SCHOOL BOARD OF  
INDEPENDENT SCHOOL DISTRICT NO. 94

---

Clerk of the School Board

The motion for the adoption of the foregoing resolution was duly seconded by \_\_\_\_\_ and upon vote being taken thereon, the following voted in favor thereof:

- T. Lammi***
- N. Sandman***
- D. Battaglia***
- G. Huard***
- M. Juntunen***
- K. Scarbrough***

and the following voted against the same:

- T. Lammi***
- N. Sandman***
- D. Battaglia***
- G. Huard***
- M. Juntunen***
- K. Scarbrough***

whereupon said resolution was declared duly passed and adopted.

Cloquet, Minnesota

May 9, 2022

MEMBER \_\_\_\_\_ introduced the following resolution and moved its adoption:

RESOLUTION RELATING TO THE TERMINATION AND  
NONRENEWAL OF THE TEACHING CONTRACT  
OF PROBATIONARY TEACHERS

WHEREAS, the following are probationary teachers in Independent School District No. 94.

BE IT RESOLVED, by the School Board of Independent School District No. 94, that pursuant to Minnesota Statutes 122A.40, Subdivision 5, that the teaching contracts of the following probationary teacher in Independent School District No. 94 is hereby terminated at the close of the current 2021-2022 school year.

**Jared Anderson**, 0.3 FTE Reduction of 1.0 FTE Teacher Contract at Cloquet Middle School

**Emily Hallgren**, 1.0 FTE 5<sup>th</sup> Grade Teacher at Cloquet Middle School

**Christina McMahon**, 1.0 FTE Kindergarten Teacher at Churchill Elementary School

**Carla Goldschmidt**, 0.4 FTE Music Teacher at Cloquet Middle School

**Nathan Knutson**, 1.0 FTE Special Education Teacher at Northern Lights Academy

**Emma Thompson**, 1.0 FTE ADSIS Teacher at Cloquet Middle School from January 25-June 9, 2022

**Abigail Rahne**, 1.0 FTE Special Education Teacher at Washington Elementary School

**Zoe Bystrom**, 0.2 FTE Reduction of 1.0 FTE Teacher Contract at Washington Elementary School

**Samuel Longseth**, 1.0 FTE Academic Intervention Teacher at Cloquet Middle School

**Rachel Schmidt**, 1.0 FTE Fourth (4th) Grade Teacher at Washington Elementary School

The motion for the adoption of the foregoing resolution was duly seconded by \_\_\_\_\_

and upon vote being taken thereon, the following voted in favor thereof:

- T. Lammi***
- N. Sandman***
- D. Battaglia***
- G. Huard***
- M. Juntunen***
- K. Scarbrough***

and the following voted against the same:

- T. Lammi***
- N. Sandman***
- D. Battaglia***
- G. Huard***
- M. Juntunen***
- K. Scarbrough***

whereupon said resolution was declared duly passed and adopted.

INDEPENDENT SCHOOL DISTRICT NO. 94

Cloquet, Minnesota

May 9, 2022

RESOLVED by \_\_\_\_\_

RESOLUTION RELATING TO THE TERMINATION AND  
NONRENEWAL OF THE LONG-TERM SUBSTITUTE TEACHING  
CONTRACT OF A PROBATIONARY TEACHER

BE IT RESOLVED by the School Board of Independent School District No. 94, that pursuant to Minnesota Statutes 122A.40, Subdivision 5, that the following teaching contract and/or substitute teaching position and probationary/substitute teacher **Beverly Godfrey**, 1.0 FTE Long Term Substitute English Teacher at Cloquet Middle School from September 20, 2021 – November 8, 2021, is being terminated at the end of the 2021-22 school year, effective June 9, 2022. This action is being taken because her position as a long-term substitute teacher for a teacher or teachers, has been completed.

Motion for the adoption of the foregoing resolution was duly seconded by member \_\_\_\_\_ and it was declared adopted on the following vote:

	YEA	NAY	
TED LAMMI, BOARD CHAIR			PASSED: May 9, 2022
NATE SANDMAN, BOARD CLERK			
DAVE BATTAGLIA, BOARD TREASURER			BOARD CHAIR:
GARY HUARD			
MELISSA JUNTUNEN			ATTEST (BOARD CLERK):
KEN SCARBROUGH			

INDEPENDENT SCHOOL DISTRICT NO. 94

Cloquet, Minnesota

May 9, 2022

RESOLVED by \_\_\_\_\_

RESOLUTION RELATING TO THE TERMINATION AND  
NONRENEWAL OF THE LONG-TERM SUBSTITUTE TEACHING  
CONTRACT OF A PROBATIONARY TEACHER

BE IT RESOLVED by the School Board of Independent School District No. 94, that pursuant to Minnesota Statutes 122A.40, Subdivision 5, that the following teaching contract and/or substitute teaching position and probationary/substitute teacher **Benjamin Johnson**, 1.0 FTE Long Term Substitute Social Studies Teacher at Cloquet Middle School from April 22 – June 9, 2022, is being terminated at the end of the 2021-22 school year, effective June 9, 2022. This action is being taken because his position as a long-term substitute teacher for a teacher or teachers, has been completed.

Motion for the adoption of the foregoing resolution was duly seconded by member \_\_\_\_\_ and it was declared adopted on the following vote:

	YEA	NAY	
TED LAMMI, BOARD CHAIR			PASSED: May 9, 2022
NATE SANDMAN, BOARD CLERK			
DAVE BATTAGLIA, BOARD TREASURER			BOARD CHAIR:
GARY HUARD			
MELISSA JUNTUNEN			ATTEST (BOARD CLERK):
KEN SCARBROUGH			

INDEPENDENT SCHOOL DISTRICT NO. 94

Cloquet, Minnesota

May 9, 2022

RESOLVED by \_\_\_\_\_

RESOLUTION RELATING TO THE TERMINATION AND  
NONRENEWAL OF THE LONG-TERM SUBSTITUTE TEACHING  
CONTRACT OF A PROBATIONARY TEACHER

BE IT RESOLVED by the School Board of Independent School District No. 94, that pursuant to Minnesota Statutes 122A.40, Subdivision 5, that the following teaching contract and/or substitute teaching position and probationary/substitute teacher **Cortnee Defoe**, 0.5 FTE Long Term Substitute Special Education Teacher at Washington Elementary from February 10 – March 25, 2022, is being terminated at the end of the 2021-22 school year, effective June 9, 2022. This action is being taken because her position as a long-term substitute teacher for a teacher or teachers, has been completed.

Motion for the adoption of the foregoing resolution was duly seconded by member \_\_\_\_\_ and it was declared adopted on the following vote:

	YEA	NAY	
TED LAMMI, BOARD CHAIR			PASSED: May 9, 2022
NATE SANDMAN, BOARD CLERK			
DAVE BATTAGLIA, BOARD TREASURER			BOARD CHAIR:
GARY HUARD			
MELISSA JUNTUNEN			ATTEST (BOARD CLERK):
KEN SCARBROUGH			

INDEPENDENT SCHOOL DISTRICT NO. 94

Cloquet, Minnesota

May 9, 2022

RESOLVED by \_\_\_\_\_

RESOLUTION RELATING TO THE TERMINATION AND  
NONRENEWAL OF THE LONG-TERM SUBSTITUTE TEACHING  
CONTRACT OF A PROBATIONARY TEACHER

BE IT RESOLVED by the School Board of Independent School District No. 94, that pursuant to Minnesota Statutes 122A.40, Subdivision 5, that the following teaching contract and/or substitute teaching position and probationary/substitute teacher **Erin Dando**, 0.45 FTE Long Term Substitute Art Teacher at Churchill Elementary from March 15 – June 9, 2022, is being terminated at the end of the 2021-22 school year, effective June 9, 2022. This action is being taken because her position as a long-term substitute teacher for a teacher or teachers, has been completed.

Motion for the adoption of the foregoing resolution was duly seconded by member \_\_\_\_\_ and it was declared adopted on the following vote:

	YEA	NAY	
TED LAMMI, BOARD CHAIR			PASSED: May 9, 2022
NATE SANDMAN, BOARD CLERK			
DAVE BATTAGLIA, BOARD TREASURER			BOARD CHAIR:
GARY HUARD			
MELISSA JUNTUNEN			ATTEST (BOARD CLERK):
KEN SCARBROUGH			

INDEPENDENT SCHOOL DISTRICT NO. 94

---

Cloquet, Minnesota

May 9, 2022

MEMBER \_\_\_\_\_ introduced the following resolution and moved its adoption:

RESOLUTION RELATING TO THE TERMINATION AND  
NONRENEWAL OF THE TEACHING CONTRACT  
OF **EMMA THOMPSON**, A PROBATIONARY TEACHER

WHEREAS, **EMMA THOMPSON** is a probationary teacher in Independent School District No. 94.

BE IT RESOLVED, by the School Board of Independent School District No. 94, that pursuant to Minnesota Statutes 122A.40, Subdivision 5, that the 1.0 FTE ADSIS teaching contract of **EMMA THOMPSON**, a probationary teacher in Independent School District No. 94 is hereby terminated at the close of the current 2021-2022 school year.

BE IT FURTHER RESOLVED that written notice be sent to said teacher regarding termination and non-renewal of her 1.0 FTE ADSIS teaching contract as provided by law, and that said notice shall be in substantially the following form:

NOTICE OF TERMINATION  
AND NON-RENEWAL

Ms. Emma Thompson

Dear Ms. Thompson,

You are hereby notified that at a regular meeting of the School Board of Independent School District No. 94 held on Monday, May 9, 2022, a resolution was adopted by a majority roll call vote to terminate your 1.0 FTE ADSIS teaching contract effective at the end of the current school year and not to renew your 1.0 FTE ADSIS teaching contract for the 2021-2022 school year. Said action of the board is taken pursuant to M.S. 122A.40, Subd. 5.

You may officially request that the school board give its reasons for the non-renewal of your teaching contract. For your information, however, this action is being taken because your annual probationary contract is not being renewed.

Yours very truly,

SCHOOL BOARD OF  
INDEPENDENT SCHOOL DISTRICT NO. 94

---

Clerk of the School Board

The motion for the adoption of the foregoing resolution was duly seconded by \_\_\_\_\_ and upon vote being taken thereon, the following voted in favor thereof:

- T. Lammi***
- N. Sandman***
- D. Battaglia***
- G. Huard***
- M. Juntunen***
- K. Scarbrough***

and the following voted against the same:

- T. Lammi***
- N. Sandman***
- D. Battaglia***
- G. Huard***
- M. Juntunen***
- K. Scarbrough***

whereupon said resolution was declared duly passed and adopted.

INDEPENDENT SCHOOL DISTRICT NO. 94

Cloquet, Minnesota

May 9, 2022

RESOLVED by \_\_\_\_\_

RESOLUTION RELATING TO THE TERMINATION AND  
NONRENEWAL OF THE LONG-TERM SUBSTITUTE TEACHING  
CONTRACT OF A PROBATIONARY TEACHER

BE IT RESOLVED by the School Board of Independent School District No. 94, that pursuant to Minnesota Statutes 122A.40, Subdivision 5, that the following teaching contract and/or substitute teaching position and probationary/substitute teacher **Heidi Mattinen**, 0.033 FTE Long Term Substitute Art Teacher at Washington Elementary School from March 15 – June 9, 2022, is being terminated at the end of the 2021-22 school year, effective June 9, 2022. This action is being taken because her position as a long-term substitute teacher for a teacher or teachers, has been completed.

Motion for the adoption of the foregoing resolution was duly seconded by member \_\_\_\_\_ and it was declared adopted on the following vote:

	YEA	NAY	
TED LAMMI, BOARD CHAIR			PASSED: May 9, 2022
NATE SANDMAN, BOARD CLERK			
DAVE BATTAGLIA, BOARD TREASURER			BOARD CHAIR:
GARY HUARD			
MELISSA JUNTUNEN			ATTEST (BOARD CLERK):
KEN SCARBROUGH			

INDEPENDENT SCHOOL DISTRICT NO. 94

Cloquet, Minnesota  
May 9, 2022

RESOLVED by \_\_\_\_\_

RESOLUTION RELATING TO THE TERMINATION AND  
NONRENEWAL OF THE LONG-TERM SUBSTITUTE TEACHING  
CONTRACT OF A PROBATIONARY TEACHER

BE IT RESOLVED by the School Board of Independent School District No. 94, that pursuant to Minnesota Statutes 122A.40, Subdivision 5, that the following teaching contract and/or substitute teaching position and probationary/substitute teacher **Jodi Lorenz**, 0.4 FTE Long Term Substitute English Teacher at CAAEP from August 30 – October 8, 2020; 1.0 FTE Long Term Substitute Special Education Teacher at Cloquet High School from October 11 – January 7, 2022 and 0.8 FTE Long Term Substitute Teacher at Cloquet High School from approximately May 2 – June 9, 2022, is being terminated at the end of the 2021-22 school year, effective June 9, 2022. This action is being taken because her position as a long-term substitute teacher for a teacher or teachers, has been completed.

Motion for the adoption of the foregoing resolution was duly seconded by member \_\_\_\_\_ and it was declared adopted on the following vote:

	YEA	NAY	
TED LAMMI, BOARD CHAIR			PASSED: May 9, 2022
NATE SANDMAN, BOARD CLERK			
DAVE BATTAGLIA, BOARD TREASURER			BOARD CHAIR:
GARY HUARD			
MELISSA JUNTUNEN			ATTEST (BOARD CLERK):
KEN SCARBROUGH			

INDEPENDENT SCHOOL DISTRICT NO. 94

Cloquet, Minnesota  
May 9, 2022

RESOLVED by \_\_\_\_\_

RESOLUTION RELATING TO THE TERMINATION AND  
NONRENEWAL OF THE LONG-TERM SUBSTITUTE TEACHING  
CONTRACT OF A PROBATIONARY TEACHER

BE IT RESOLVED by the School Board of Independent School District No. 94, that pursuant to Minnesota Statutes 122A.40, Subdivision 5, that the following teaching contract and/or substitute teaching position and probationary/substitute teacher **Janet Pufall**, 1.0 FTE Elementary Teacher – 2<sup>nd</sup> grade at Washington Elementary from August 30 – October 20, 2021; 2<sup>nd</sup> grade at Washington Elementary from January 4, 2022-February 16, 2022; 2<sup>nd</sup> grade at Churchill Elementary from April 18 – June 9, 2022, is being terminated at the end of the 2021-22 school year, effective June 9, 2022. This action is being taken because her position as a long-term substitute teacher for a teacher or teachers, has been completed.

Motion for the adoption of the foregoing resolution was duly seconded by member \_\_\_\_\_ and it was declared adopted on the following vote:

	YEA	NAY	
TED LAMMI, BOARD CHAIR			PASSED: May 9, 2022
NATE SANDMAN, BOARD CLERK			
DAVE BATTAGLIA, BOARD TREASURER			BOARD CHAIR:
GARY HUARD			
MELISSA JUNTUNEN			ATTEST (BOARD CLERK):
KEN SCARBROUGH			

INDEPENDENT SCHOOL DISTRICT NO. 94

Cloquet, Minnesota

May 9, 2022

RESOLVED by \_\_\_\_\_

RESOLUTION RELATING TO THE TERMINATION AND  
NONRENEWAL OF THE LONG-TERM SUBSTITUTE TEACHING  
CONTRACT OF A PROBATIONARY TEACHER

BE IT RESOLVED by the School Board of Independent School District No. 94, that pursuant to Minnesota Statutes 122A.40, Subdivision 5, that the following teaching contract and/or substitute teaching position and probationary/substitute teacher **Laura Lammi**, 1.0 FTE Long Term Substitute Special Education Teacher at Washington Elementary School from April 4, 2022 – May 25, 2022, is being terminated at the end of the 2021-22 school year, effective June 9, 2022. This action is being taken because her position as a long-term substitute teacher for a teacher or teachers, has been completed.

Motion for the adoption of the foregoing resolution was duly seconded by member \_\_\_\_\_ and it was declared adopted on the following vote:

	YEA	NAY	
TED LAMMI, BOARD CHAIR			PASSED: May 9, 2022
NATE SANDMAN, BOARD CLERK			
DAVE BATTAGLIA, BOARD TREASURER			BOARD CHAIR:
GARY HUARD			
MELISSA JUNTUNEN			ATTEST (BOARD CLERK):
KEN SCARBROUGH			

INDEPENDENT SCHOOL DISTRICT NO. 94

Cloquet, Minnesota

May 9, 2022

RESOLVED by \_\_\_\_\_

RESOLUTION RELATING TO THE TERMINATION AND  
NONRENEWAL OF THE LONG-TERM SUBSTITUTE TEACHING  
CONTRACT OF A PROBATIONARY TEACHER

BE IT RESOLVED by the School Board of Independent School District No. 94, that pursuant to Minnesota Statutes 122A.40, Subdivision 5, that the following teaching contract and/or substitute teaching position and probationary/substitute teacher **Michelle Wick**, 1.0 FTE Long Term Substitute Business Teacher at Cloquet High School from August 26, 2021 – March 25, 2022, is being terminated at the end of the 2021-22 school year, effective June 9, 2022. This action is being taken because her position as a long-term substitute teacher for a teacher or teachers, has been completed.

Motion for the adoption of the foregoing resolution was duly seconded by member \_\_\_\_\_ and it was declared adopted on the following vote:

	YEA	NAY	
TED LAMMI, BOARD CHAIR			PASSED: May 9, 2022
NATE SANDMAN, BOARD CLERK			
DAVE BATTAGLIA, BOARD TREASURER			BOARD CHAIR:
GARY HUARD			
MELISSA JUNTUNEN			ATTEST (BOARD CLERK):
KEN SCARBROUGH			

INDEPENDENT SCHOOL DISTRICT NO. 94

Cloquet, Minnesota

May 9, 2022

RESOLVED by \_\_\_\_\_

RESOLUTION RELATING TO THE TERMINATION AND  
NONRENEWAL OF THE LONG-TERM SUBSTITUTE TEACHING  
CONTRACT OF A PROBATIONARY TEACHER

BE IT RESOLVED by the School Board of Independent School District No. 94, that pursuant to Minnesota Statutes 122A.40, Subdivision 5, that the following teaching contract and/or substitute teaching position and probationary/substitute teacher **Nicholas Niemi**, 1.0 FTE LTS DCD/MM Special Education Teacher at CHS from September 8 - November 5, 2021, is being terminated at the end of the 2021-22 school year, effective June 9, 2022. This action is being taken because his position as a long-term substitute teacher for a teacher or teachers, has been completed.

Motion for the adoption of the foregoing resolution was duly seconded by member \_\_\_\_\_ and it was declared adopted on the following vote:

	YEA	NAY	
TED LAMMI, BOARD CHAIR			PASSED: May 9, 2022
NATE SANDMAN, BOARD CLERK			
DAVE BATTAGLIA, BOARD TREASURER			BOARD CHAIR:
GARY HUARD			
MELISSA JUNTUNEN			ATTEST (BOARD CLERK):
KEN SCARBROUGH			

RESOLVED by \_\_\_\_\_

RESOLUTION RELATING TO THE TERMINATION AND  
NONRENEWAL OF THE LONG-TERM SUBSTITUTE TEACHING  
CONTRACT OF A PROBATIONARY TEACHERS

BE IT RESOLVED by the School Board of Independent School District No. 94, that pursuant to Minnesota Statutes 122A.40, Subdivision 5, that the following teaching contracts and/or substitute teaching position and probationary/substitute teachers:

- **Erin Dando**, 0.45 FTE LTS Art Teacher at Churchill Elementary from March 15 – June 9, 2022
- **Cortnee Defoe**, 0.5 FTE LTS Special Education Teacher at Washington Elementary from February 10 – March 25, 2022
- **Beverly Godfrey**, 1.0 FTE LTS English Teacher at CMS from September 20, 2021 – November 8, 2021
- **Benjamin Johnson**, 1.0 FTE LTS Social Studies Teacher at CMS from April 22 – June 9, 2022
- **Laura Lammi**, 1.0 FTE Special Education Teacher at Washington Elementary from April 4, 2022-May 25, 2022
- **Jodi Lorenz**, 0.4 FTE LTS English Teacher at CAAEP from August 30, 2021 – October 8, 2021; 1.0 FTE LTS Special Education Teacher at CHS from October 4 – October 8, 2021 (.5 FTE) and October 11 – January 4, 2022; 0.8 FTE LTS Math Teacher at Cloquet High School from approximately May 2 – June 9, 2022
- **Heidi Mattinen**, 0.033 FTE LTS Art Teacher at Churchill Elementary from March 15, 2022 – June 9, 2022
- **Nick Niemi**, 1.0 FTE LTS DCD/MM Special Education Teacher at CHS from September 8-November 5, 2021
- **Janet Pufall**, 1.0 FTE LTS Elementary Teacher – 2<sup>nd</sup> grade at Washington Elementary from August 30 – October 20, 2021; 2<sup>nd</sup> grade at Washington Elementary from January 4, 2022-February 16, 2022; 2<sup>nd</sup> grade at Churchill Elementary from April 18 – June 9, 2022
- **Emma Thompson**, 1.0 FTE Science Teacher at Cloquet Middle School from September 2, 2021 – November 29, 2021
- **Michelle Wick**, 1.0 FTE LTS Business Teacher at CHS from August 26, 2021 – March 25, 2022

in Independent School District No. 94 are hereby terminated at the close of the current 2021-2022 school year on June 9, 2021. This action is being taken because their position as a long-term substitute teacher for a teacher or teachers, has been completed.

Motion for the adoption of the foregoing resolution was duly seconded by member \_\_\_\_\_ and it was declared adopted on the following vote:

	YEA	NAY	
TED LAMMI, BOARD CHAIR			PASSED: May 9, 2022
NATE SANDMAN, BOARD CLERK			
DAVE BATTAGLIA, BOARD TREASURER			BOARD CHAIR:
GARY HUARD			
MELISSA JUNTUNEN			ATTEST (BOARD CLERK):
KEN SCARBROUGH			

INDEPENDENT SCHOOL DISTRICT NO. 94

Cloquet, Minnesota

May 9, 2022

RESOLVED by \_\_\_\_\_

That the School Board of Independent School District No. 94 hereby approves the reduction of the following positions effective June 30, 2021, as follows:

- 6.5 hrs/day CS Paraprofessional at Washington Elementary School
- 6.5 hrs/day Paraprofessional at Churchill Elementary School (position TBD)
- 6.5 hrs/day Floater Paraprofessional at Cloquet Middle School
- 6.5 EBD/SLD Paraprofessional at Cloquet High School
- Two (2) Supervisory Paraprofessionals at Cloquet High School

Motion for the adoption of the foregoing resolution was duly seconded by member \_\_\_\_\_ and it was declared adopted on the following vote:

	YEA	NAY	
TED LAMMI, BOARD CHAIR			PASSED: May 9, 2022
NATE SANDMAN, BOARD CLERK			
DAVE BATTAGLIA			BOARD CHAIR:
GARY HUARD			
MELISSA JUNTUNEN			ATTEST (BOARD CLERK):
KEN SCARBROUGH			

## **Memorandum of Understanding**

This Memorandum of Understanding (MOU) is entered into by and between Cloquet Public Schools, ISD 94 (District) AND the American Federation of State, County and Municipal Employees (AFSCME) Secretarial Employees Unit (Union)

WHEREAS, the District desires to shift the payroll year for secretarial employees who work less than 12 months per year to a September 1<sup>st</sup> to August 30<sup>th</sup> cycle; and

WHEREAS the District and Union recognize accomplishing said shift would result in either a gap in paychecks or reduction in the amount of individual paychecks to accomplish said shift; and

WHEREAS the District also desires to digitize staff and student historical records, which align with the skills and duties of secretarial employees; and

WHEREAS the District and Union recognize the digitization of files falls outside of the scope of traditional secretarial work; and

WHEREAS the District and Union agree that the current collective bargaining agreement between the parties governs terms and conditions of employment; and

WHEREAS during the transition to the new payroll year both the District and Union wish to minimize negative impacts to secretarial employees.

NOW THEREFORE, be it resolved; that for the period of June 2022 through August 2023 only, the District and Union agree to the following:

1. The district will provide secretarial employees who work less than 12 months per year the opportunity to work up to an additional total of 35 days, at their typical number of hours per day, spread over the summer of 2022 and 2023 to minimize decreases in pay per pay period.
2. Secretarial employees will work at the direction of the district on either the digitization of staff and student records or on other secretarial duties assigned by district administration and the building principal.
3. The increase in days/hours will not qualify secretarial employees for any additional benefits or privileges under the contract than those they would qualify for during their typical assignment.
4. The increase in days/hours will not qualify secretarial employees to the continuation of any additional hours or days above their previously approved assignment once this agreement has terminated.
5. The maximum number of days secretarial employees may work will be no greater than 35 days at their normal daily number of hours and shall not result in an increase in pay per pay period above the amount which would be earned during a typical payroll year.
6. Secretarial employees will have the right to select from a number of options regarding the distribution of their pay during a transition period to the new payroll year. These options will be developed by the district and shared with the leadership of the secretarial employees unit and will be the only options available to unit employees.

7. Secretarial employees will have the right to refuse the additional days of work with the understanding that they accept any impacts to their paychecks which will result with the selection of their transition option as provided by the district.

The parties further agree:

This agreement addresses the time period of June 2022 through August of 2023 only and sets no precedent, nor shall it be introduced by either party in any proceeding as evidence of a past practice.

For the District:

For the Union:

Dated:

Dated:

**AGREEMENT FOR AMERICAN INDIAN PARTICIPATION IN MSHSL ACTIVITIES AT  
CLOQUET ISD #94 AND FOND DU LAC OJIBWE SCHOOL**

**July 1, 2022 – June 30, 2025**

This Agreement is made between the School Boards of Independent School District No. 94, Cloquet, Minnesota and the Fond du Lac Ojibwe School, Cloquet, Minnesota. The parties agree as follows:

**I. Purpose**

In order to reduce the drop-out rate for American Indian students attending both the Cloquet School District and the Fond du Lac Ojibwe School and to encourage American Indian participation in MSHSL-sponsored activities, the parties enter into this Agreement. This Agreement will allow American Indian students attending either the Fond du Lac Ojibwe School or the Cloquet High School to participate in the activities of both schools according to and limited to the terms specified in this agreement. This Agreement is intended to open opportunities and provide encouragement for American Indians to participate in extra-curricular activities. Studies have shown that participation in extra-curricular activities is a strong motivator for students to stay in school.

This Agreement is due, in part, because the Fond du Lac Ojibwe School is located within the boundaries of the Cloquet School District and because of a unique agreement with the State of Minnesota, the Fond du Lac Ojibwe School, and the Cloquet School District which allows for sharing of programs and allocation of state revenues between the schools. This geography and state-approved agreement allows for the ever-changing attendance of American Indian students between the Fond du Lac Ojibwe School and the Cloquet School District.

Since this agreement applies only to American Indians, the number of students affected is quite small. The total number of American Indian students enrolled in the two high schools is less than 300 students in total.

**II. Definitions**

- a. MSHSL (Minnesota State High School League) Activity. MSHSL Activities are activities sponsored by the Minnesota State High School League (MSHSL).
- b. School Year. July 1, through June 30, will be considered a school year.
- c. Eligible Student. An eligible student must be an American Indian attending either the Fond du Lac Ojibwe School or the Cloquet School District and be eligible according to MSHSL rules and the eligibility standards of the school in which they attend.

**III. Implementation**

- a. MSHSL activities in either school (Fond du Lac Ojibwe School and Cloquet ISD #94) will be open to eligible students. Eligible students attending Cloquet Public Schools or the Fond du Lac Ojibwe School can participate in all activities offered at either school. This includes participation in all MSHSL activities.
- b. As soon as an eligible student decides to participate in an MSHSL activity at a particular school, that student cannot decide during that activity's season to participate in that same activity at the other school. For instance, once a basketball player goes out for practice at the FDL Ojibwe School, that basketball player may not decide to play basketball for Cloquet

High School during that school year. And, the same would be true for a student attending Cloquet High School who begins the season in a sport at Cloquet High School and who may not, during that season, choose to participate in that sport at Fond du Lac Ojibwe School.

- c. Once an American Indian student who attends the Cloquet High School or the Fond du Lac Ojibwe High School has played in a sport at either Fond du Lac Ojibwe School or Cloquet High School. That student may not, during the student's high school career, play in the same sport at the other school unless the student serves a one-year varsity ineligibility.
- d. An eligible student may participate in different MSHSL activities offered at the different schools during the same school year. For instance, eligible students could participate in Cloquet Football in the fall and Fond du Lac Basketball in the winter.
- e. A full and complete report must be submitted to the MSHSL League Office no later than May 15, of each school year, reporting the number of American Indian students enrolled at Cloquet High School who participated in athletic programs at Cloquet High School and who also participated at the Fond du Lac Ojibwe High School as well as the number of students enrolled in the Fond du Lac Ojibwe High School who participated at Fond du Lac Ojibwe High School and also participated in programs at Cloquet High School.
- f. There will be no allocation or billing of costs from one school to the other school for the cost of operating an eligible activity.
- g. Any student fees due to participation in an activity will be paid to the school in which the student is participating in a particular activity.
- h. Cloquet High School and Fond du Lac Ojibwe High School must each register for any MSHSL activity(ies) in which a student from their school participates.
- i. This Agreement is subject to approval by the MSHSL.
- j. Parties to this Agreement will be subject to the rules of the MSHSL pertaining to MSHSL-sponsored activities.

#### **IV. Term and Renewal**

- a. This agreement runs from **July 1, 2022**, through **June 30, 2025**, assuming the agreement is approved by the MSHSL.
- b. The MSHSL Office will request comments regarding participation by American Indian students in either Cloquet or Fond du Lac High Schools from schools in the athletic conference and competitive section(s) of those schools regarding such participation by American Indian students attending the Fond du Lac High School who participate in Cloquet High School activities or American Indian students attending Cloquet High School who participate in activities at the Fond du Lac Ojibwe High School. The MSHSL Office shall provide any response received from schools in the conference and competitive section(s) to the MSHSL Board of Directors as a part of the report identified in Item III, letter "d".

ATTEST

For Fond du Lac Ojibwe School

\_\_\_\_\_  
Board Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
Superintendent, Fond du Lac Ojibwe School

\_\_\_\_\_  
Date

\_\_\_\_\_  
Activities Director, Fond du Lac Ojibwe School

\_\_\_\_\_  
Date

For Cloquet School District, ISD #94

\_\_\_\_\_  
Board Chair, ISD #94

\_\_\_\_\_  
Date

\_\_\_\_\_  
Superintendent, ISD #94

\_\_\_\_\_  
Date

\_\_\_\_\_  
Activities Director, ISD #94

\_\_\_\_\_  
Date

# LUTHER COLLEGE

April 14, 2022

Dr. Michael Cary  
Cloquet PSD (MN ISD 94)  
302 14th St  
Cloquet, MN 55720

Dear Dr. Michael Cary:

On behalf of the entire Education Department, I would like to take this opportunity to express our sincere gratitude and thanks to you and your staff. Your support and professional guidance to the Luther College Teacher Education Program is indispensable and greatly appreciated.

Our Memorandum of Understanding for the 2022-2023 academic year is enclosed. Please have the appropriate individual at your school district sign the MOU. **Return a signed copy via email to me at [gunderre@luther.edu](mailto:gunderre@luther.edu)**. You may want to make a copy of the signed MOU for your records and referral.

If your school district requires any changes or additions to this MOU, please let me know as soon as possible. You can contact me by email at [gunderre@luther.edu](mailto:gunderre@luther.edu).

We look forward to working with you during the 2022-2023 school year.

Sincerely,  
Renee Gunderson



Administrative Assistant  
Luther College Education Department  
Koren 101  
Phone (563)387-1140 Fax (563)387-1107  
[gunderre@luther.edu](mailto:gunderre@luther.edu)



# LUTHER COLLEGE

## Memorandum of Understanding 2022 – 2023

### Cloquet PSD (MN ISD 94)

This memorandum of understanding is made and entered into between Luther College, Education Department, 700 College Drive, Decorah, Iowa 52101 and Cloquet PSD (MN ISD 94), 302 14th St, , Cloquet, MN 55720.

#### *PROVISIONS:*

1. Luther College and Cloquet PSD (MN ISD 94) agree to participate, if placements are available in the district, in a clinical field experience program, which includes, but is not limited to student teaching, student observations, and other field experiences.
2. Luther College will provide supervision, by one or more Luther faculty member(s) or a credentialed specialist in education, for students participating in clinical field experiences that are placed in Cloquet PSD (MN ISD 94).
3. Student teachers and other field experience enrollees of the Luther College Education Department are to comply with all the contracted school district's rules, regulations, and policies. Termination or change in assignment will be the option of Cloquet PSD (MN ISD 94), as well as the option of Luther College, should circumstances warrant such an action.
4. Cooperating teachers must have at least three years of teaching experience in the appropriate subject area. It may not be their first year in their current assignment/building.
5. Luther College's clinical field experience program requires all students to be screened for any history of criminal behavior. Students are required to follow the guidelines set by Cloquet PSD (MN ISD 94) for this process. If the school does not have a system in place by which the student can complete this requirement, Luther College will process an extensive National background check for the student. The student will be required to pay the processing fee and submit the completed report to Cloquet PSD (MN ISD 94). This background check will include:
  - National Sex Offender Registry
  - National Criminal Database
  - Criminal Search – County
  - ID Trace Pro
6. Cloquet PSD (MN ISD 94) and Luther College agree to provide equal educational opportunities and equal access to facilities for all qualified persons. To not discriminate in employment, educational programs, and activities on the basis of age, color, creed, disability, gender identity, genetic information, national origin, race, religion, sex, sexual orientation, veteran status, or any other basis protected by federal or state law.

This commitment includes the provision of a campus environment that is free from discrimination and harassment. The college will not tolerate any form of illegal discrimination or harassment and will not condone any actions or words that constitute such.

7. Luther College pays cooperating teachers a stipend for each student placed in a clinical field experience. Payment is to be made at the end of each semester after the Luther College Education Department receives the completed Student Teacher Evaluation from the cooperating teacher. Payment for a student teacher who has withdrawn prior to the middle of the term shall be one-half of the normal reimbursement with payment to be made at the end of the period.

- January Term beginning practicum (EDUC 185 & EDUC 215) - \$75
- January Term developing practicum (Methods) - \$100
- Student teaching
  - 4 weeks - \$100
  - 6-9 weeks - \$175

Luther College will send the stipend payment to the cooperating teacher's home address unless the box below is checked.

Please check here if Cloquet PSD (MN ISD 94) **requires** cooperating teacher's stipend payments to be sent directly to the District instead of the cooperating teacher.

**Printed Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_  
Representative, Cloquet PSD (MN ISD 94)

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
Representative, Cloquet PSD (MN ISD 94)

**Signature:** Barbara Bohack **Date:** 4/6/2022  
Department Chair, Luther College Education Department

Updated 4/6/2022

**Independent School District 94, Cloquet School District  
STUDENT TRANSPORTATION SERVICES**

**EXHIBIT A**

**A-1. COSTS FOR STUDENT TRANSPORTATION SERVICES**

*COST for each year of the term shall be based on a maximum days of school operation per the AGREEMENT*

**SCHOOL YEAR 2022-23 [Year Ending July 31, 2023]**

- 1. Regular “To and From” Routes (FIN 720).** The cost for all regular “to and from” routes, home-to-school transportation, for the days of school operation A.M. and P.M., using the following unit costs:

Bus Size	Cost Per Day	Cost Per ½ Day	Cost Per Hour#
>77 pass Bus	\$321.21	\$160.61	XXXX
71 & 77 pass Bus	\$321.21	\$160.61	XXXX
Bus Aide/Assistant	XXXX	XXXX	\$24.46

# billed in tenths of an hour after the first hour

- 2. Special Education and Special Needs Services – In-District (FIN 723).** The cost for all regular home-to-school special education and special needs routes, including peak time shuttles, using one of the following unit costs for the vehicle type:

Bus and Van Size	Lift?	Cost Per Day	Cost Per ½ Day	Cost Per Hour#	Cost per Mile
Class C or D Bus	Yes No	\$321.21	\$160.61	\$80.30	\$2.21
Class A/B Mini-bus	Yes No	\$306.09	\$153.05	\$76.52	\$1.65
Type III Vehicle	Yes No	\$248.21	\$124.11	\$62.05	\$1.55
Lift		\$17.00	\$11.50	XXXX	XXXX
Bus Aide/Assistant		XXXX	XXXX	\$24.46	XXXX

# billed in tenths of an hour after the first hour

- 3. Rates for Excess Mileage and Time:** \$ 7.60 per one-quarter (1/4) hour for time in excess of the regular [Item 1] and special education/needs [Item 2] route times or three (3) “live” hours per day, whichever is greater, computed on a daily basis rather than an individual bus basis.

- 4. Special Education and Special Needs Services – Out-of-District (FIN 723).** The cost for all out-of-district special education and special needs routes, including peak time shuttles, using one of the following unit costs for the vehicle type:

Bus and Van Size	Lift?	Cost Per Day	Cost Per ½ Day	Cost Per Hour#	Cost per Mile
Class A/B Mini-bus	Yes No	\$306.09	\$153.05	\$76.52	\$1.65
Type III Vehicle	Yes No	\$248.21	\$124.11	\$62.05	\$1.55
Lift		\$17.00	\$11.50	XXXX	XXXX
Bus Aide/Assistant		XXXX	XXXX	\$24.46	XXXX

# billed in tenths of an hour after the first hour

- 5. Homeless/Highly Mobile Services (FIN 728).** The cost for all route services under McKinney-Vento Act, including peak time shuttles, using one of the following unit costs for the vehicle type:

Bus and Van Size	Lift?	Cost Per Day	Cost Per ½ Day	Cost Per Hour#	Cost per Mile
Class A/B Mini-bus	Yes No	\$306.09	\$153.05	\$76.52	\$1.65
Type III Vehicle	Yes No	\$248.21	\$124.11	\$62.05	\$1.55
Lift		\$17.00	\$11.50	XXXX	XXXX
Bus Aide/Assistant		XXXX	XXXX	\$24.46	XXXX

# billed in tenths of an hour after the first hour

- 6. Midday Services.** Cost for midday routes and shuttle services, including special education or special needs, using one of the following unit costs for the vehicle type:

Bus and Van Size	Cost Per Hour#	Cost per Mile	Cost Per Day
Class C or D Bus	\$46.05	\$2.18	<del>\$92.12</del>
Class A/B Mini-bus	\$43.87	\$1.63	<del>\$87.73</del>

**Independent School District 94, Cloquet School District  
STUDENT TRANSPORTATION SERVICES**

Type III Vehicle	\$32.90	\$1.53	\$65.80
Bus Aide/ Assistant	\$24.46	XXXX	XXXX

# billed in tenths of an hour after the first hour

7. **Late Activity and Other School Day Services.** The cost for late activity and other school day services and shuttles, using the following unit costs for the vehicle type:

Bus and Van Size	Cost Per Hour#		Cost per Mile	Cost Per Day
Class C or D Bus	\$46.05		\$2.18	<del>\$92.12</del>
Class A/B Mini-bus	\$43.87		\$1.63	<del>\$87.73</del>
Type III Vehicle	\$32.90		\$1.53	<del>\$65.80</del>

# billed in tenths of an hour after the first hour

8. **Summer School Route Services.** Cost for summer school route services, using the following unit costs:

Bus and Van Size	Cost Per Hour#	Cost per Mile	Cost Per Day
Class C or D Bus	\$61.41	\$2.18	\$184.12
Class A/B Mini-bus	\$56.66	\$1.63	\$169.97
Type III Vehicle	\$34.73	\$1.53	\$104.18
Bus Aide/ Assistant	\$24.13	XXXX	XXXX

# billed in tenths of an hour after the first hour

9. **Community Education Services.** The Parties agree that the rates for these services are those for services in items 1-7 & 9 found in this Exhibit A.

10. **Extra-curricular and Athletic Trips; Activity and Field Trips FIN 733).** Costs and rates for extra-curricular and athletic trips and school activity and field trips, using one of the following unit costs:

a. <u>Trips within the school district boundaries</u>	<u>Cost per Mile</u>	<u>Cost per ¼ Wait Hour#</u>	<u>Minimum Cost Per Trip</u>
i. Class C or D Bus	\$2.18	\$12.80	\$76.76
ii. Class A/B Mini bus	\$1.63	\$11.90	\$71.28
iii. Type III van	\$1.53	\$9.15	\$54.83
b. <u>Trips outside the school district boundaries.</u>			
i. Class C or D Bus	\$2.18	\$12.80	\$76.76
ii. Class A/B Mini bus	\$1.63	\$11.90	\$71.28
iii. Type III van	\$1.53	\$9.15	\$54.83
iv. Coach bus	trip quote by LCS Coaches		
c. Trailer	XXXX	XXXX	\$35.00
d. <b>Overnight Trip;</b> charge outside the school district boundaries:			
Labor cost for overnight trips	\$ <u>28.50</u> per hour	\$ <u>315.83</u> per day max.	
Overnight driver expenses	actual; not to exceed \$ <u>164.49</u> per 24 hour day		

# billed in tenths of an hour after the first hour

10. **Performance Bond Cost** \$ N/A per \$1,000 of projected annual costs

11. **Video Camera**

- a. **Make and model of video equipment of available units** various  
 b. **Cost** \$ 1,900.00 per each additional camera unit/per bus

12. **District Student Transportation Safety Policies** Agree to comply with the policies yes

13. **District Crisis Management Policy** Agree to comply with the policy yes

**Independent School District 94, Cloquet School District  
STUDENT TRANSPORTATION SERVICES**

**A-2: COSTS FOR STUDENT TRANSPORTATION SERVICES**

*COST for each year of the term shall be based on a maximum days of school operation per the AGREEMENT*

**SCHOOL YEAR 2023-24 [Year Ending July 31, 2024]**

**The Contractor will complete the services in this schedule for a**

**percentage increase over the preceding year**                      #   % increase over 2022-23

# The District agrees to a rate increase for this year of the contract term equal to the rate increase, if any, the District receives in the per pupil formula allowance [Basic Student Formula Allowance] for this school year, excluding roll-ins and any restricted increases. This rate increase will be based on the “new state aid” the District will receive for services including student transportation. The “base rate” for the Basic Student Formula Allowance for 2022-23 is \$6,863 per adjusted pupil unit.

**A-3: COSTS FOR STUDENT TRANSPORTATION SERVICES**

*COST for each year of the term shall be based on a maximum days of school operation per the AGREEMENT*

The District, in its sole discretion, will reserve the option, consistent with applicable statutes, to extend the contract for a third or fourth year as provided in SECTION 2.a. of this AGREEMENT.

**SCHOOL YEAR 2024-25 [Year Ending July 31, 2025]**

**The Contractor will complete the services in this schedule for a**

**percentage increase over the preceding year**                      #   % increase over 2023-24

# The District agrees to a rate increase for this year of the contract term equal to the rate increase, if any, the District receives in the per pupil formula allowance [Basic Student Formula Allowance] for this school year, excluding roll-ins and any restricted increases. This rate increase will be based on the “new state aid” the District will receive for services including student transportation.

**SCHOOL YEAR 2025-26 [Year Ending July 31, 2026]**

**The Contractor will complete the services in this schedule for a**

**percentage increase over the preceding year**                      #   % increase over 2024-25

# The District agrees to a rate increase for this year of the contract term equal to the rate increase, if any, the District receives in the per pupil formula allowance [Basic Student Formula Allowance] for this school year, excluding roll-ins and any restricted increases. This rate increase will be based on the “new state aid” the District will receive for services including student transportation.

**Independent School District 94, Cloquet School District  
STUDENT TRANSPORTATION SERVICES**

**EXHIBIT B**

**SECTION 6.3 Transportation Equipment**

**CLOQUET TRANSIT EQUIPMENT LIST**

VEHICLE	PLATE	VIN #	MAKE	YEAR	CAP.	BODY #	
109s	SB82804	4UZAAXBW52CJ27884	FRTL	2002	77 P		
110	SB82805	1HVBBAAPX4H579438	INTL	2005	77 P	L061203	
111	BY86356	1BAKGCPH5DF292839	BLUE	2013	77 P		
112	BY85211	1BAKGCPH9BF277371	BLUE	2011	71 P	L416092	
113	BY85213	1BABGCPH6CF285980	BLUE	2012	77 P	F424681	
116	BY79547	1BAKGCBA5EF299611	BLUE	2014	72 P		Propane
117	BY83769	1BAKGCBH3EF296364	BLUE	2014	77 P	F435035	Propane
120 L	SB82812	1BAKCCPH48F250079	BLUE	2008	32+4		
122 L	SB81539	1BAKGCPh58F255103	BLUE	2008	41+5	L082818	
123 L	BY79549	1BAKCCPH3CF284958	BLUE	2012	32+4		
125	BY64283	1BABKCKH57F240198	BLUE	2007	78 P	F145939	
126	BY64282	1BABKCKH77F240199	BLUE	2007	78 P	F145940	
129	BY77287	1BABNCPHXAF271650	BLUE	2010	84 P	F410048	
130s	BY77288	1BABNCPH1AF271651	BLUE	2010	84 P	F410049	
131	BY85637	1BABNCPH2BF282191	BLUE	2011	83 P		
133	BY79538	1BABNCPH29F260508	BLUE	2009	83 P	F157140	
134	BY79537	1BABNCPH49F260509	BLUE	2009	83 P	F157141	
135	BY81602	1BAKGCBH9EF296479	BLUE	2014	77 P	FMN	Propane
136	BY81865	1BAKGCBH7EF296478	BLUE	2014	77 P	FMN435149	Propane
137	SB81567	1BAKGCBH0ER297892	BLUE	2014	77 P	FMN	Propane
138	BY83236	1BAKGCBH2DF289498	BLUE	2013	77 P	F428139	Propane
139	BY83700	1BAKGCBH1EF296363	BLUE	2014	77 P	FMN435034	Propane
140	640-TNB	1D8HN44H18B155847	DODGE	2008	7P	GR CARAVAN	
141	341-PNL	2D4RN5D18AR118350	DODGE	2010	7P	GR CARAVAN	
142	897-AKP	1D8HN44E89B513467	DODGE	2009	7P	GR CARAVAN	
143	455-ULA	2D4RN3DG1BR602953	DODGE	2011	7P	GR CARAVAN	
144	616-RPV	2C4RDGCG8DR749993	DODGE	2013	7P	GR CARAVAN	
145	572MUY	2C4RDGCG1CR358005	DODGE	2012	7P	GR CARAVAN	
146 L	BY64290	1GB6G5BG1F1126016	BLUE	2015	18+1	15-28359	
147	SB82811	1GBJG31K491167667	BLUE	2009	30 P		
148	BY79548	1GB3G3BG4C1183202	BLUE	2012	30 P		
149 L	BY79545	1FDXE45P86HB20003	FORD	2006	18+1		
150	YBP1041	1FTWX31Y39EA94256	FORD	2009	2P	SHOP/PLOW TRUCK	
0		1E9BE12159E353078	HAULMAX	2008		TRAILER	

**Independent School District 94, Cloquet School District  
STUDENT TRANSPORTATION SERVICES**

**EXHIBIT C**

**GENERAL SPECIFICATION FOR STUDENT TRANSPORTATION SERVICES**

**MEMORANDUM**

TO: Dr. Michael Cary  
Superintendent  
Cloquet Public Schools, ISD 94

FROM: Tom Watson, CMC  
Principal, The Watson Consulting Group

DATE: May 3, 2022

RE: **Student Transportation Services Agreement**

I prepared this memorandum to provide a report for the recommendation to approve the student transportation services contract for school years commencing with 2022-23.

We initiated the procurement after securing the School Board’s authorization December 13, 2021 and completing a two week legal notice on January 7 and 14. We provided the legal notice and the Request for Quotations (RFQ) and Specification for Student Transportation Services to two (2) firms. The District received written quotations/proposals from one (1) firm at the quotation opening on February 15<sup>th</sup>, including:

*Cloquet Transit Company, Inc., present service provider*

The other service provider company provided with the legal notice and the request for proposal (RFP) decided not to provide a written quotation/proposal at this time.

**Summary of Quotations Received and Analysis**

Cloquet Transit Company, Inc., (Cloquet Transit) submitted a written quotation/proposal for all student transportation services, including regular routes, services to students with special needs, services to students displaced from their principal residence, and field and extra-curricular trips.

We have carefully reviewed and compared the Written Quotation received in terms of the qualifications, experiences, and rates for services for school years 2022-23 and 2023-24. We provided representatives from Cloquet Transit a written communication inquiring about their written quotation/proposal, obtaining clarification on certain items, and completed negotiating terms and costs we deemed favorable to the District and the contractor. Items of District importance are outlined next and included in the contract recommended for approval, including:

1. realizes a 4.1 percent (%) cost increase in student transportation services in school year 2022-23, as outlined in the table below:

	Total Cont Exp	% Chg	Reg Routes	SPED	HHM	Trips
2022-23*			\$828,864			
2021-22*			\$796,222			
2020-21	\$1,467,431	(9.0)%	\$781,253	\$463,255	\$114,502	\$108,420
2020-21#	\$50,000		\$50,000	0	0	0
Total	\$1,517,431		\$831,253	\$463,255	\$114,502	\$108,420
2019-20	\$1,490,848	(9.0)%	\$760,881	\$472,771	\$134,178	\$123,019
2018-19	\$1,492,135	(9.0)%	\$729,964	\$498,386	\$95,415	\$168,370
2017-18	\$1,693,960	3.0%	\$680,247	\$647,352	\$39,045	\$327,316
2016-17	\$1,679,893	8.1%	\$733,907	\$566,997	\$137,573	\$241,417
2015-16	\$1,553,904	9.8%	\$616,110	\$471,807	\$155,327	\$325,530

# CRF Funds; 1.0 add'l route

\* estimate

- sustains a cost of service that was reduced with the present contract ending with contract year 2021-22 as shown in the following table:

	<u>Total Cont Expense</u>	<u>District Expense</u>	<u>TOTAL Expense</u>	<u>Incr/(Decr)</u>
2020-21	\$1,467,431	\$40,785	\$1,558,216	\$40,202
2019-20	\$1,490,848	\$27,088	\$1,517,936	\$ (17,153)
2018-19	\$1,492,135	\$42,954	\$1,535,089	\$(211,755)
2017-18	\$1,693,960	\$52,884	\$1,746,844	\$41,990
2016-17	\$1,679,893	\$24,961	\$1,704,854	\$117,088
2015-16	\$1,553,904	\$33,862	\$1,587,766	

- determines cost increases that created the better “net cost” for the District after considering the applicable state aids for certain services as outlined in the table below:
- includes a contract term provision for the District and contractor to meet during the Year 2 (contract year 2023-24) about the extension of the Agreement for Years 3 and 4;
- commits to rate increases for optional years 3 and 4, contract years 2024-25 and 2025-26 indexed to increase, if any, in the state aids for student transportation services; and
- obtains a cost control on future fuel price increases and fuel costs for student transportation with the contractor and District sharing equally (50/50) for school bus diesel and unleaded fuel exceeding the Index Price of \$3.40 per gallon net of the federal excise tax (FET), and an Index Price of \$1.90 per gallon net of FET.

We expect to have a signed contract completed for School Board consideration and approval at this next meeting.

**Recommended Motion and Findings for the Motion to Approve a Contract**

Based on the District’s Specification for Student Transportation Services and the review of the quotations received, the School Board should consider the following motion and findings in its decision to approve this student transportation services contract:

*Make a motion to (1) award the student transportation contract to Cloquet Transit Company Inc. for two contract years commencing with August 1, 2022 and ending July 31, 2024, with an option to extend for an additional two contract years 2024-25 and 2025-26, consistent with Minnesota Statutes 2021, Section 123B.52, Subds. 1 and 3:*

- Cloquet Transit is a responsible service provider consistent with the applicable state law;*
- Cloquet Transit provided the District with the only quotation in response to the District’s Specification; and*
- All bus services will continue to be provided consistent with District policies and past practices for distances for student eligibility, distance to bus stops, and bus ride length.*

We appreciate the opportunity to assist the District to achieve your goal of securing a student transportation services agreement, sustaining quality services, and containing annual expenditures for student transportation during a time of tight operating budgets.

I am planning to attend the School Board work session and meeting (if needed) Monday evening to assist with presenting this recommendation and addressing questions in obtaining Board decision for the contract. In the meantime, I am available to address any questions.

Enclosures: Student Transportation Agreement with Cloquet Transit Company, Inc.

## STUDENT TRANSPORTATION SERVICES AGREEMENT

THIS AGREEMENT is made and entered into as of the 25th day of April 2022, by and between **Cloquet School District, Independent School District 94**, with its Office at 302 14th Street, Cloquet, Minnesota 55720, hereinafter called "DISTRICT" and **Cloquet Transit Company, Inc.**, with its office at 1203 Avenue B, Cloquet, Minnesota 55720, hereinafter called "Contractor." The DISTRICT and Contractor are collectively referred to as the "Parties" and individually referred to as a "Party".

### WITNESSETH

WHEREAS, Cloquet School District desires student transportation services to transport certain of its students served by DISTRICT during the school year.

WHEREAS, Contractor agrees to operate a student transportation and school bus service within and about the geographical boundaries of the DISTRICT.

WHEREAS, pursuant to Minnesota Statute 2021, Section 123B.52, Subds 1 and 3, the DISTRICT solicited written quotations for student transportation services and, after receiving written quotations and completing negotiations, has selected Contractor to furnish student transportation services to certain DISTRICT students in accordance with the terms defined herein.

NOW THEREFORE, in consideration of the mutual covenants and conditions agreed to and contained herein, DISTRICT and Contractor agree as follows:

#### 1. SCOPE OF SERVICES REQUIRED

- a. Contractor shall, during the term of this AGREEMENT, provide student transportation services to certain students identified by DISTRICT and attending a DISTRICT public school, a non-public or charter school located within the geographical boundary of the DISTRICT, and provide such number of school buses and personnel as are required to fulfill DISTRICT's needs for student transportation services as described in the GENERAL SPECIFICATION FOR STUDENT TRANSPORTATION SERVICES (hereinafter referred to as the "SPECIFICATION").
- b. The SPECIFICATION is hereby incorporated into this AGREEMENT, as EXHIBIT C hereto, as if fully set out herein, which is based on the traditional school calendar with 167 days as in school year 2022-23. The terms and conditions of this SPECIFICATION will apply in all instances except as otherwise modified and/or provided herein.
- c. Nothing in this AGREEMENT shall limit DISTRICT's rights or responsibilities or prohibit DISTRICT from exercising such rights and responsibilities outlined in the SPECIFICATION or state law relative to student transportation services.
- d. The Contractor will receive first priority to provide all field, activity and athletic trips during the term of this AGREEMENT. If, however, the Contractor does not accept the trip or trips within a reasonable time after being notified by the DISTRICT of the opportunity to provide such service, the DISTRICT may, at its sole discretion, make arrangements with other service providers to complete the trip or trips.

#### 2. TERM

The term of this AGREEMENT shall commence August 1, 2022 and shall continue through July 31, 2024 consistent with this Term Section and the SPECIFICATION commencing with Contract Years 2022-23 and 2023-24. For purposes of this AGREEMENT, the term "Contract Year" shall mean each one-year period commencing August 1 during the term of this AGREEMENT.

- a. **Extension of Term.** This AGREEMENT may be extended at the mutual written agreement of the DISTRICT and Contractor for up to two additional Contract Years upon such terms as identified and described in the SPECIFICATION, this AGREEMENT and the PRICE AND RATE SCHEDULE, EXHIBIT A hereto. The DISTRICT and Contractor will notify the other Party by January 31, 2024 of their desire to extend the existing AGREEMENT. All terms and

conditions will remain the same except for applicable compensation adjustments described in this AGREEMENT and EXHIBIT A and contract modifications mutually agreed to by the Parties.

**3. COMPENSATION AND BILLING**

In consideration for services rendered hereunder, DISTRICT shall pay to Contractor all sums due and owing and calculated in accordance with the rates set forth in EXHIBIT A attached hereto and made a part hereof, which may be adjusted from time to time as provided herein. During the term of this AGREEMENT and prior to the end of the month, Contractor will submit to the DISTRICT a statement of its services rendered that includes the number of routes by type of service, route miles, number of days of services in the period, and the cost rate for each service. After a reasonable time for verification of the statement, DISTRICT shall pay the amount due to Contractor.

- a. Regular Route Services. The Parties agree that the DISTRICT will pay the Contractor the amount due for regular route services in SECTION 1 of EXHIBIT A of this AGREEMENT in ten (10) monthly payments starting not later than the first School Board meeting each month commencing in September with a final payment, considering any agreed adjustments thereto, in June of each Contract Year.
- b. Special Education Services. The Parties agree that the DISTRICT will pay the Contractor for these services in the following two payments, including:
  - i. the DISTRICT will pay the Contractor the initial amount due for special education route services totaling \$250,000 for SECTION 2 services of EXHIBIT A of this AGREEMENT in ten (10) monthly payments starting not later than the first School Board meeting each month commencing in September with a final payment, considering any agreed adjustments thereto, in June of each Contract Year; and
  - ii. the DISTRICT will pay the Contractor the amount due for special education services pursuant to SECTION 2 of EXHIBIT A of this AGREEMENT, minus the monthly payment of \$25,000 described in SECTION 3.b.1. above, not later than the second School Board meeting following the receipt of the Contractor billing for these services herein provided during the prior month of each Contract Year.
- c. Other Services. The Parties agree that the DISTRICT will pay the Contractor the amount due for all services, other than regular route and special education services, pursuant to EXHIBIT A of this AGREEMENT not later than the second School Board meeting following the receipt of the Contractor billing for services herein provided during the prior month of each Contract Year.
- d. The Contractor will cooperate with the DISTRICT to establish a billing format and matrix for regular and special needs route services and other services, as identified and shown in EXHIBIT A.
- e. If the number of scheduled days is increased or decreased, the Contractor shall be paid for the number of days transported.

**4. PROGRAM GROWTH**

Pursuant to SPECIFICATION SECTION 3.4, the DISTRICT will reserve the right to increase or decrease the number of buses or vans and modify the scope of services described in SECTION 3.2 of this SPECIFICATION over the term of the Contract, based on the terms described in this AGREEMENT. The cost of the added or reduced buses or vans will be at the unit cost approved in EXHIBIT A of this AGREEMENT. Should the program significantly change in scope, either party may request, following provisions in the AGREEMENT, that appropriate pricing adjustments be considered.

**5. PERFORMANCE SECURITY**

In consideration of the Contractor's experience and DISTRICT references, DISTRICT waives SECTION 6.2, Performance Security, of the SPECIFICATION at this time. The DISTRICT reserves the right, at its sole discretion, to cancel or modify this waiver should conditions occur during the initial term or extension of term of this AGREEMENT, and require Contractor to provide performance security, at the Contractor's cost, in the form of a bond or irrevocable letter of credit

equal to 100% of the estimated annual services then remaining to be performed under this AGREEMENT.

**6. FUEL PRICE ADJUSTMENT PROVISION**

The Parties hereby agree to a fuel price adjustment as provided in the SPECIFICATION SECTION 6.5., except for the following provisions as modified below:

- 6.5.1. For each Contract Year during the Contract Term and extension, the Index Price for diesel and gasoline will be \$3.40 per gallon excluding the federal fuel excise taxes.
- 6.5.2. For each Contract Year during the Contract Term and extension, the Index Price for propane will be \$1.90 per gallon excluding the federal fuel excise taxes.
- 6.5.3. The DISTRICT and the Service Provider(s) will share equally (50/50) in the cost of fuel purchased above this Index Price.

All other provisions of the SPECIFICATION SECTION 6.5 remain in effect.

**7. TRANSPORTATION EQUIPMENT**

SECTION 6.3: TRANSPORTATION EQUIPMENT of the SPECIFICATION is modified and agreed to by the Parties as follows:

**6.3.1. Buses and Vans**

For purposes of this AGREEMENT, the Contractor will provide the buses and vans as provided in Exhibit C and required to fulfill the SPECIFICATION. All vehicles must conform to all standards and specifications set forth by the State of Minnesota, Minnesota State Patrol, Minnesota Department of Education, and all Federal laws and regulations.

The following items in SECTION 6.3.1. are modified as outlined below:

- a. The Contractor agrees to provide and maintain an inventory of buses and vans as provided in EXHIBIT B and an inventory that is comparable throughout the term of this AGREEMENT.
- b. The majority of the buses used on daily regular routes must have at least a manufacturer's capacity of 77 passengers.
- ~~b. Vehicles assigned to daily routes shall be no older at the start of each contract year than:  
Conventional and mini-buses \_\_\_\_\_ twelve (12) model years or 150,000 miles  
Type III Vans \_\_\_\_\_ twelve (12) model years~~
- ~~c. At least fifty (50%) percent of the bus equipment, including replacement and stand by buses, operating in the District shall not be older than eight (8) years old at the start of each contract year nor average more than eight (8) years old.~~

**6.3.2. Replacement and Stand-By Buses**

Each Written Quotation shall provide for not less than two (2) conventional buses and one (1) mini-bus/Type III vehicle to fulfill the requirements of this SECTION for replacement and stand-by buses for co-curricular and field trips and as a part of the total fleet required to serve the AGREEMENT, including this SPECIFICATION. Stand-by buses required by this section shall not be older than the buses in Exhibit B ~~eighteen (18) model years or 200,000 miles~~ and twelve (12) model years for Type III vehicles at the start of each school year during the Contract Term.

**6.3.3. Buses and Vans Used for Daily Services for Special Needs Students**

The DISTRICT shall reserve, at its sole discretion, the right to require a bus or Type III vehicle size, as it shall determine to meet the requirements of students with special needs using each vehicle as approved in each student's Individualized Education Plan (IEP). All vehicles to be used to transport students in wheelchairs shall be equipped in compliance with State of Minnesota rules on minimum standards promulgated in Minnesota Rules 7470.1600.

### **6.3.5. Buses and Vans Used for Daily Services for Special Needs Students**

The Service Provider shall provide approved car seats, supports and/or protective devices for those students who will require such devices to insure their safe transportation, as provided in Minnesota Rules 7470.1600, subparts 6 and 7:

“Subp. 6. **Special equipment.** Specially adapted seats, support, or protective devices must be provided for all pupils who require the devices to ensure their safe transportation. These devices must be selected by the school district in consultation with the pupil's parents and on the basis of the specific needs of the individual pupil with a disability.

Subp. 7. **Wheelchair securement.** A school bus used to transport pupils in wheelchairs must be equipped with fastening devices that will hold the wheelchairs securely in a fixed position.

STAT AUTH: MS s 169.449”

### **6.11: On Board Cameras.**

SECTION 6.11. is modified to include the following provision:

Addition: DISTRICT and Contractor will share equally (50%/50%) in the purchase of any cameras installed in Contractor buses or vans, which the Contractor will be responsible to install.

All other provisions of ARTICLE 6: OPERATING REQUIREMENTS – SERVICES AND EQUIPMENT of the SPECIFICATION remain in effect except those items modified in this SECTION.

## **8. SERVICE PROVIDER ANNUAL SERVICE PLAN**

Contractor agrees to provide the DISTRICT with the Service Provider Annual Service Plan, required by SECTION 6.1 of the SPECIFICATION, on or before the tenth (10th) day of August each Contract Year, which requires the approval of the DISTRICT.

## **9. LIQUIDATED DAMAGES FOR NON-COMPLIANCE**

In the event of non-compliance with the terms of this AGREEMENT, including the SPECIFICATION and related DISTRICT policies and procedures, the following liquidated damages shall apply:

- a. One-half (1/2) the normal daily rate per route or unit of service will be imposed on the Contractor for any of the following:
  - i. Running a route without the required equipment as required by this AGREEMENT.
  - ii. Running a route more than ten (10) minutes different from the route and criteria included in the SPECIFICATION, unless due to vehicle breakdown, bad weather, or an Act of God.
  - iii. Transporting persons other than those assigned, without the prior approval of the DISTRICT.
  - iv. Failure to have a driver fully prepared to complete the assigned bus services prior to the school year or commencing a trip.
- b. The normal daily rate per route or unit of service will be imposed on the Contractor for any of the following:
  - i. Failure to correct within three (3) calendar days a problem or complete an agreed change in a route, service or schedule.
  - ii. Running a route without an aide, if an aide is required by the DISTRICT.
  - iii. Conduct of a Contractor's employee, including disrespectful behavior toward parents and DISTRICT administrators and staff that is not fully satisfactory to the DISTRICT after being put on notice on three (3) prior occasions during each school year.
  - iv. Failure of the Contractor to satisfy the Performance Standards in the SPECIFICATION after being put on notice on three (3) prior occasions during each school year.
- c. Twice the normal daily rate per route or unit of service will be imposed on the Contractor for any of the following :
  - i. Allowing a driver to drive a route without the appropriate driver's license.
  - ii. Allowing a driver to provide any bus services after the driver has been suspended for non-compliance of federal, state or DISTRICT rules, regulations, laws or procedures.
  - iii. Failure to provide a bus for a route or bus service due to lack of drivers or equipment.

iv. Running a route with a vehicle that does not have a current inspection sticker.

The normal daily rate for purposes of this section shall be the rate per bus or per day identified in the EXHIBIT A of this AGREEMENT during the term of this AGREEMENT.

DISTRICT must inform the Contractor within seven (7) days of a listed violation and its intent to assess liquidated damages for such violation. Failure to notify the Contractor shall relieve the Contractor of its obligation to pay liquidated damages for the alleged violation.

The provisions of this SECTION shall not replace the provision for performance security as outlined in SECTION 6.2. of the SPECIFICATION.

## **10. OTHER PROVISIONS**

Contractor agrees to comply with the following:

### **a. Governing Law**

This AGREEMENT shall be deemed to be made in and shall be construed in accordance with the laws of the State of Minnesota. All references in this AGREEMENT to the "State" shall mean the State of Minnesota.

### **b. Data Privacy**

Contractor agrees and understands that certain student information and data will be provided to the Contractor as required to provide the services required in this AGREEMENT. Parties further agree that the Contractor and its employees will fully comply with the provisions of Minnesota Statute Chapter 13, also known as "Minnesota Government Data Practices Act", and in particular the following section as it applies to contracts for services with units of government:

Subd. 6. Contracts. Except as provided in section 13.46, subdivision 5, in any contract between a governmental unit subject to this chapter and any person, when the contract requires that data on individuals be made available to the contracting parties by the governmental unit, that data shall be administered consistent with this chapter. A contracting party shall maintain the data on individuals which it received according to the statutory provisions applicable to the data.

### **c. Student Records/Confidentiality**

Pursuant to the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g ("FERPA") and its regulations 34 CFR §99.31, et. Seq., the DISTRICT is permitted to disclose, without the prior consent of a student's parent (or an eligible student over 18 years of age), personally identifiable information from education records to 1) a party to whom the DISTRICT has outsourced institutional services or functions it would normally be required to perform with DISTRICT employees and 2) a party whose employees, acting in the course of their employment and performance of services pursuant to a contracted AGREEMENT with the DISTRICT are deemed to have a legitimate educational interest or need to access student educational records.

The DISTRICT has outsourced its school transportation obligations to Contractor and has determined that Contractor is an entity with a legitimate educational interest or need to access certain educational records related to student transportation needs. Accordingly, the DISTRICT shall determine, consistent with state and federal law, what educational data to share with Contractor to enable Contractor to fulfill its obligations under this Agreement. Such educational data will be used by Contractor for routing purposes only and for no other reason. DISTRICT information acquired as a result of these services is confidential and shall not be disclosed unless required by law. The only person at Contractor to have direct access to this confidential information will be identified and communicated by the DISTRICT.

In the event that any disclosure of any documentation/information acquired by Contractor under this AGREEMENT is required by law, Contractor will notify the DISTRICT of such obligation prior to such disclosure. Notwithstanding the above, Contractor shall be in full compliance with all non-disclosure and other requirements of FERPA and its regulations as well as laws of the State of Minnesota regarding educational records. Further, any documentation or information obtained pursuant to this AGREEMENT will only be used for the limited purpose in which it was

disclosed and will be destroyed or returned to the DISTRICT, at the sole discretion of the DISTRICT, upon termination of this AGREEMENT.

**d. Force Majeure**

In the event Contractor is unable to provide the transportation services herein specified because of any act of God, civil disturbance, fire, flood, war, governmental action, labor dispute, including picketing, strike, or lockout, or any condition or cause beyond Contractor's control, DISTRICT may excuse Contractor from performance under this AGREEMENT. For the reasons identified, the DISTRICT shall also have the right to terminate this AGREEMENT or assume responsibility for providing the services required under this AGREEMENT. The DISTRICT shall also have the right to operate the buses provided by the Contractor under this AGREEMENT and employ such employees as the DISTRICT deems appropriate and necessary to provide the regular services and operations contemplated by this AGREEMENT.

Under the latter circumstance above, DISTRICT shall pay the Contractor for the use of such buses used by the DISTRICT consistent with the rates and provisions in this AGREEMENT that applied to the Contractor and the DISTRICT minus all expenses and costs incurred by the DISTRICT as reasonably necessary to secure the services of drivers and other hourly employees to provide the services. The DISTRICT deduction of reasonable expenses and costs shall not exceed the difference between the total compensation paid the Contractor for such buses less the Contractor's fixed costs of operation for this AGREEMENT. If the DISTRICT agrees to use and operate the Contractor's buses, the DISTRICT will provide the Contractor with a lease agreement, along with insurance and compliance matters, consistent with that required of the Contractor under this AGREEMENT.

**e. Indemnity**

The Contractor agrees to indemnify and save the DISTRICT harmless from any claims involving personal injury or property damage arising out of, or in the course of, providing transportation of assigned students. Notwithstanding the foregoing, Contractor will not indemnify and save the DISTRICT harmless from any claims arising out of or in connection with the negligent acts or willful misconduct of the DISTRICT.

**f. Assignment**

The services contemplated under this AGREEMENT are deemed to be in the nature of personal services. The Contractor, without the prior written consent of the DISTRICT, shall not assign this AGREEMENT. The Parties agree that assignment by Contractor of any sums due and owing Contractor under this AGREEMENT shall not constitute an assignment of the AGREEMENT.

**g. Subcontract**

The Contractor shall not subcontract any of the services required to be performed in this AGREEMENT, unless the Contractor has received the full prior written consent of DISTRICT.

- i. LCS Coaches Inc. The Parties agree that the Contractor may provide coach bus services through a related, separate company LCS Coaches, Inc. at the request of the DISTRICT or its administrators. These services will be provided consistent with the terms and conditions of this AGREEMENT.

**h. Termination for Cause**

If either party shall violate any of the covenants or duties imposed upon it by this AGREEMENT, such violation shall entitle the other party to terminate this AGREEMENT. The party desiring to terminate for such cause shall give the offending party thirty (30) days written notice to remedy the violation. If at the end of such time the party notified has not removed the cause of complaint or remedied the purported violation, then this AGREEMENT shall be deemed terminated.

**i. Severability**

In the event any provision specified herein is held or determined by a court of competent jurisdiction to be illegal, void or in contravention of any applicable law, the remainder of this AGREEMENT shall remain in full force and effect.

**j. Survival**

The mutual obligations described in this AGREEMENT shall survive the termination or expiration of this AGREEMENT.

**k. Modification**

DISTRICT and Contractor may modify the terms of this AGREEMENT in whole or in part as circumstances may justify by mutual written agreement executed by the duly authorized representatives of the Parties. All other terms and conditions will remain as described in this AGREEMENT.

**l. Notices To Parties**

All notices to be given by the Parties to this AGREEMENT shall be in writing and served by depositing same in the United States Postal Service, postage prepaid, registered or certified mail.

Notices to DISTRICT shall be addressed to: Michael Cary, Ed.D  
Superintendent of Schools  
Cloquet School District, ISD 94  
302 14th Street  
Cloquet, Minnesota 55720

Notices to Contractor shall be addressed to: Jeffrey Lane  
President  
Cloquet Transit Company, Inc.  
1203 Avenue B  
Cloquet, Minnesota 55720

Either DISTRICT or Contractor may change its address of record for receipt of official notice by giving the other written notice of such change and any necessary mailing instructions.

**m. Entire Agreement**

This AGREEMENT sets forth the entire agreement between DISTRICT and Contractor concerning the subject matter hereof. There are no representations, either oral or written, between DISTRICT and Contractor other than those contained in this AGREEMENT.

IN WITNESS WHEREOF, the Parties hereto have executed this AGREEMENT this 25<sup>th</sup> of April 2022.

**Cloquet School District, ISD 94**

**Cloquet Transit Company, Inc.**

By: \_\_\_\_\_  
Chair, Board of Education

By: \_\_\_\_\_  
Jeffrey Lane  
President

By: \_\_\_\_\_  
Clerk, Board of Education

*Adopted:*     12/16/96

*Revised:*

## **611 HOME SCHOOLING**

### **I. PURPOSE**

The purpose of this policy is to recognize and provide guidelines in accordance with state law for parents who wish to have their children receive education in a home school that is an alternative to an accredited public or private school.

### **II. GENERAL STATEMENT OF POLICY**

The Compulsory Attendance Law (Minnesota Statutes section 120A.22) provides that the parent or guardian of a child is primarily responsible for assuring that the child acquires knowledge and skills that are essential for effective citizenship.

### **III. CONDITIONS FOR HOME SCHOOLING**

The person in charge of a home school and the school district must provide instruction and meet the requirements specified in Minn. Stat. § 120A.22.

### **IV. IMMUNIZATION**

The parent or guardian of a home-schooled child shall submit statements as required by Minnesota Statutes section 121A.15, Subds. 1, 2, 3, 4, and 12, on the appropriate Minnesota Department of Education form, to the superintendent of the school district in which the child resides by October 1 of the first year of home schooling in Minnesota and the grade 7 year.

### **V. TEXTBOOKS, INSTRUCTIONAL MATERIAL, STANDARD TESTS**

Upon formal request, as required by law, the school district will provide textbooks (including a teacher's edition, guide, or other materials that accompany a textbook when the edition, guide, or materials are packaged physically or electronically with textbooks for student use), individualized instructional or cooperative learning materials (including teacher materials that accompany pupil materials), software or other educational technology, and standardized tests and loan or provide them for use by a home-schooled child as provided under state law. The school district is not required to expend any amount for this purpose that exceeds the amount it receives pursuant to state law for this purpose. If curriculum has both physical and electronic components, the school district will, at the request of the student or the student's parent or guardian, make the electronic component accessible to a resident student provided that the school district does not incur more than an incidental cost as a result of providing access electronically.

### **VI. PUPIL SUPPORT SERVICES**

Upon formal request, as required by law, the school district will provide pupil support services in the form of health services and counseling and guidance services to a home-schooled child as

provided under state law. The school district is not required to expend an amount for any of these purposes that exceeds the amount it receives pursuant to state law.

**VII. EXTRACURRICULAR ACTIVITIES**

Resident pupils who receive instruction in a home school (in which five or fewer students receive instruction) may fully participate in extracurricular activities of the school district on the same basis as other public school students.

**VIII. SHARED TIME PROGRAMS**

Enrollment in class offerings of the school district.

- A. A home-schooled child who is a resident of the school district may enroll in classes in the school district as a shared time pupil on the same basis as other nonpublic school students. The provisions of this policy shall not be determinative of whether the school district allows the enrollment of any pupils on a shared-time basis.
- B. The school district may limit enrollment of shared-time pupils in such classes based on the capacity of a program, class, grade level, or school building. The school board and administration retain sole discretion and control over scheduling of all classes and assignment of shared time pupils to classes.

**IX. OPTIONAL COOPERATIVE ARRANGEMENTS**

A. Activities

- 1. Minnesota State High School League-sponsored activities (in which six or more students receive instruction in the home school or the home school students are not residents of the school district).

A home school that is a member of the Minnesota State High School League may request that the school district enter into a cooperative sponsorship arrangement as provided in Minnesota State High School League bylaws. The approval of such an arrangement shall be at the discretion of the school board.

- a. The home school must become a member of the Minnesota State High School League in accordance with the rules of the Minnesota State High School League.
- b. The home school is solely responsible for any costs or fees associated with its application for and/or subsequent membership in the Minnesota State High School League.
- c. The home school is responsible for any and all costs associated with its participation in a cooperative sponsorship arrangement as well as any school district activity fees associated with the Minnesota State High School League activity.

2. Non-Minnesota State High School League activities in which six or more students receive instruction in the home school.

A home-schooled child may participate in non-Minnesota State High School League activities offered by the school district upon application and approval from the school board to participate in the activity and the payment of any activity fees associated with the activity. However, home school students may not be charged higher activity fees than other public school students. An approval shall be granted at the discretion of the school board.

**B. Transportation Services**

1. The school district may provide nonpublic nonregular transportation services to a home-schooled child.
2. The school board of the school district retains sole discretion and control and management of scheduling routes, establishment of the location of bus stops, manner and method of transportation, control and discipline of school children, and any other matter relating to the provision of transportation services.

***Legal References:*** Minn. Stat. § 120A.22 (Compulsory Instruction)  
Minn. Stat. § 120A.24 (Reporting)  
Minn. Stat. § 120A.26 (Enforcement and Prosecution)  
Minn. Stat. § 121A.15 (Health Standards; Immunizations; School Children)  
Minn. Stat. § 123B.36 (Authorized Fees)  
Minn. Stat. § 123B.41 (Definitions)  
Minn. Stat. § 123B.42 (Textbooks; Individual Instruction or Cooperative Learning Material; Standard Tests)  
Minn. Stat. § 123B.44 (Provision of Pupil Support Services)  
Minn. Stat. § 123B.49 (Extracurricular Activities; Insurance)  
Minn. Stat. § 123B.86 (Equal Treatment - Transportation)  
Minn. Stat. § 123B.92 (Transportation Aid Entitlement)  
Minn. Stat. § 124D.03 (Enrollment Options Program)  
Minn. Rules Ch. 3540 (Nonpublic Schools)

***Cross References:*** MSBA/MASA Model Policy 509 (Enrollment of Nonresident Students)  
MSBA/MASA Model Policy 510 (School Activities)

Adopted: 1/9/96

Revised:

## **613 GRADUATION REQUIREMENTS**

### **I. PURPOSE**

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

### **II. GENERAL STATEMENT OF POLICY**

The policy of the school district is that all students entering grade 8 in the 2012-2013 school year and later must demonstrate, as determined by the school district, their satisfactory completion of the credit requirements and their understanding of academic standards. The school district must adopt graduation requirements that meet or exceed state graduation requirements established in law or rule.

### **III. DEFINITIONS**

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

### **IV. DISTRICT ASSESSMENT COORDINATOR**

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

**V. GRADUATION ASSESSMENT REQUIREMENTS**

For students enrolled in grade 8 in the 2012-2013 school year and later, students' state graduation requirements, based on a longitudinal, systematic approach to student education and career planning, assessment, instructional support, and evaluation, include the following:

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

**VI. GRADUATION CREDIT REQUIREMENTS**

Note: See Addendum A for Cloquet Public Schools' requirements

Students beginning 8<sup>th</sup> grade in the 2012-2013 school year and later must successfully complete, as determined by the school district, the following high school level credits for graduation:

- A. Four credits of language arts sufficient to satisfy all academic standards in English language arts;
- B. Three credits of mathematics, including an algebra II credit or its equivalent, sufficient to satisfy all of the academic standards in mathematics;
- C. An algebra I credit by the end of 8<sup>th</sup> grade sufficient to satisfy all of the 8<sup>th</sup> grade standards in mathematics;
- D. Three credits of science, including at least: (a) one credit of biology; (b) one credit of chemistry or physics; and (c) one elective credit of science. The combination of credits must be sufficient to satisfy (i) all of the academic standards in either chemistry or physics and (ii) all other academic standards in science;
- E. Three and one-half credits of social studies, encompassing at least United States history, geography, government and citizenship, world history, and economics sufficient to satisfy all of the academic standards in social studies;
- F. One credit in the arts sufficient to satisfy all of the state or local academic standards in the arts; and
- G. A minimum of seven elective credits.
- H. Credit equivalencies
  - 1. A one-half credit of economics taught in a school's agriculture education or business department may fulfill a one-half credit in social studies under Paragraph E., above, if the credit is sufficient to satisfy all of the academic standards in economics.
  - 2. An agriculture science or career and technical education credit may fulfill the elective science credit required under Paragraph D., above, if the credit meets the state physical science, life science, earth and space science, chemistry, or physics academic standards or a combination of these academic standards as approved by the school district. An agriculture or career and technical education credit may fulfill the credit in chemistry or physics required under Paragraph D., above, if the credit meets the state chemistry or physics academic standards as approved by the school district. A student must satisfy either all of the chemistry or physics academic standards prior to graduation. An agriculture science or career and technical education credit may not fulfill the required biology credit under Paragraph D., above.

3. A career and technical education credit may fulfill a mathematics or arts credit requirement under Paragraph B. or Paragraph F., above.
4. A computer science credit may fulfill a mathematics credit requirement under Paragraph B., above, if the credit meets state academic standards in mathematics.
5. A Project Lead the Way credit may fulfill a mathematics or science credit requirement under Paragraph B. or Paragraph D., above, if the credit meets the state academic standards in mathematics or science.

## VII. GRADUATION STANDARDS REQUIREMENTS

- A. All students must demonstrate their understanding of the following academic standards:
  1. School District Standards, Health (K-12);
  2. School District Standards, Career and Technical Education (K-12); and
  3. School District Standards, World Languages (K-12).
- B. Academic standards in health, world languages, and career and technical education will be reviewed on an annual basis.\* A school district must use the current world languages standards developed by the American Council on the Teaching of Foreign Languages.
 

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

**VIII. EARLY GRADUATION**

Students may be considered for early graduation, as provided for within Minnesota Statutes section 120B.07, upon meeting the following conditions:

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

**Legal References:** Minn. Stat. § 120B.018 (Definitions)  
 Minn. Stat. § 120B.02 (Educational Expectations and Graduation Requirements for Minnesota's Students)  
 Minn. Stat. § 120B.021 (Required Academic Standards)  
 Minn. Stat. § 120B.023 (Benchmarks)  
 Minn. Stat. § 120B.024 (Credits)  
 Minn. Stat. § 120B.07 (Early Graduation)  
 Minn. Stat. § 120B.11 (School District Process for Reviewing Curriculum, Instruction, and Student Achievement; Striving for the World's Best Workforce)  
 Minn. Stat. § 120B.125 (Planning for Students' Successful Transition to Postsecondary Education and Employment; Personal Learning Plans)  
 Minn. Stat. § 120B.30 (Statewide Testing and Reporting System)  
 Minn. Rules Parts 3501.0640-3501.0655 (Academic Standards for Language Arts)  
 Minn. Rules Parts 3501.0700-3501.0745 (Academic Standards for Mathematics)  
 Minn. Rules Part 3501.0820 (Academic Standards for the Arts)  
 Minn. Rules Parts 3501.0900-3501.0955 (Academic Standards in Science)  
 Minn. Rules Parts 3501.1300-3501.1345 (Academic Standards for Social Studies)  
 Minn. Rules Parts 3501.1400-3501.1410 (Academic Standards for Physical Education)  
 20 U.S.C. § 6301, *et seq.* (Every Student Succeeds Act)

**Cross References:** MSBA/MASA Model Policy 104 (School District Mission Statement)  
 MSBA/MASA Model Policy 601 (School District Curriculum and Instruction Goals)  
 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)

**Addendum A:**

**GRADUATION REQUIREMENTS**

High school coursework must include at least the minimum state course credit requirements. A course credit is equivalent to one quarter of study, as determined by the ISD 94. Students must complete a minimum of 23 quarter credits in the following areas:

Subject	Credits	Notes
Arts	1.0	Students can fulfill the Arts credit through a variety of classes. This credit can be fulfilled in any grade, so look ahead and choose the course(s) that best match your interests.
English	4.0	
Math	3.5	Students must complete Higher Algebra, an equivalent, or higher level, as part of the three-credit requirement. Students must also take one semester of Probability/Statistics.
Science	3.0	One credit must be in Exploring Earth Systems, and one credit must be earned in Biology, and one credit must be earned in Chemistry.
Health	.25	Health Education is a required class during the students' ninth grade year. Students do not register for Health; all students are automatically enrolled.
Computer Applications	.25	Computer Applications is a required class during the students' ninth grade year. Students do not register for Computer Applications; all students are automatically enrolled.
Physical Education	1.0	This credit can be fulfilled in any grade, so look ahead and choose the course(s) that best match your interests.
Social Studies	4.0	
Electives	7	Local School Board determines configuration of Elective credit requirements
<b>Total Credits Required</b>	<b>23</b>	

## FOUR YEAR GRADUATION PLAN

Grade 9	Grade 10
<ul style="list-style-type: none"> <li>• Mathematics (Full Year)</li> <li>• English 9 (Full Year)</li> <li>• World History (Full Year)</li> <li>• Exploring Earth Systems (Full Year)</li> <li>• Health (1 Quarter)</li> <li>• Computer Applications (1 Quarter)</li> <li>• Elective(s)</li> </ul>	<ul style="list-style-type: none"> <li>• Mathematics (Full Year)</li> <li>• English 10 (Full Year)</li> <li>• United States History (Full Year)</li> <li>• Biology (Full Year)</li> <li>• Probability and Statistics (1 Semester)</li> <li>• Elective(s)</li> </ul>
Grade 11	Grade 12
<ul style="list-style-type: none"> <li>• Mathematics (Full Year)</li> <li>• English 11A (American Literature) (Full Year)</li> <li>• English 11B (Writing/Speech) (Full Year)</li> <li>• World Challenges (Full Year)</li> <li>• Chemistry (Full Year)</li> <li>• Elective(s)</li> </ul>	<ul style="list-style-type: none"> <li>• American Government (1 Semester)</li> <li>• Economics (1 Semester)</li> <li>• English (Full Year)</li> <li>• Elective(s)</li> </ul>

*\*Four years of math and/or science may be required for entrance into certain colleges or universities. Please contact the admissions office of the college of choice for admission requirements.*

Or a simplified version –

### **C. ACADEMIC REQUIREMENTS**

1 year (2 semesters)	=	1.0	credit
½ year (1 semester)	=	.5	credit
¼ year (½ semester)	=	.25	credit

GRADE 9	
Mathematics	= 1.0 credit
English	= 1.0 credit
World History	= 1.0 credit
Exploring Earth Systems	= 1.0 credit
Computer Applications	= .25 credit
Health	= .25 credit

GRADE 10	
Mathematics	= 1.0 credit
Probability and Statistics	= .50 credit
English	= 1.0 credit
United States History	= 1.0 credit
Biology	= 1.0 credit

GRADE 11	
Mathematics	= 1.0 credit
English 11A (American Literature)	= .50 credit
English 11B (Writing/Speech)	= .50 credit
World Challenges	= 1.0 credit
Chemistry	= 1.0 credit

GRADE 12	
American Government	= .50 credit
Economics	= .50 credit
English	= 1.0 credit

#### **ADDITIONAL REQUIREMENTS GRADES 9 – 12**

- 1 additional year of Arts = 1.0 credit (2 semesters)
- 1 additional year of Physical Education = 1.0 credit (2 semesters)

**TOTAL CREDITS = 23.0**

**REQUIRED = 17.0**

**ELECTIVE = 6.0**

*Adopted:*      3/30/20

*Revised:*     5/9/22, 3/30/20

## **615 TESTING ACCOMMODATIONS, MODIFICATIONS, AND EXEMPTIONS FOR IEPS, SECTION 504 PLANS, AND LEP STUDENTS**

### **I. PURPOSE**

The purpose of the policy is to provide adequate opportunity for students identified as having individualized education program (IEP), Rehabilitation Act of 1973, § 504 accommodation plan (504 plan), or English Learner (EL) needs to participate in statewide assessment systems designed to hold schools accountable for the academic performance of all students.

### **II. GENERAL STATEMENT OF POLICY**

#### **A. Minnesota Test of Academic Skills (MTAS)**

1. The school district will utilize the existing annual review of IEPs or 504 plans to review, on a case-by-case basis, and determine how a student with a disability will participate in statewide testing.
2. Participation decisions will be made separately for mathematics, reading, and science. The assessment options are the Minnesota Comprehensive Assessment (MCA) and the MTAS.
3. Eligibility Requirements
  - a. The following requirements must be met for a student with a significant cognitive disability to be eligible for the MTAS:
    - (1) The IEP team must consider the student's ability to access the MCA, with or without accommodations;
    - (2) The IEP must review the student's instructional program to ensure that the student is receiving instruction linked to the general education curriculum to the extent appropriate. If instruction is not linked to the general education curriculum, the IEP team must review the student's goals and determine how access to the general curriculum will be provided;
    - (3) The IEP team determined the student's cognitive functioning to be significantly below age expectations. The team also determined that the student's disability has a significant impact on his or her ability to function in multiple environments, including home, school, and community;

- (4) The IEP team determined that the student needs explicit and intensive instruction and/or extensive supports in multiple settings to acquire, maintain, and generalize academic and life skills in order to actively participate in school, work, home, and community environments;
  - (5) The IEP team must document, in the IEP, reasons the MCA is or is not an appropriate measure of the student's academic progress and how the student would participate in statewide testing.
- b. MTAS participation decisions must not be made on the following factors:
- (1) Student's disability category;
  - (2) Placement;
  - (3) Participation in a separate, specialized curriculum;
  - (4) An expectation that the student will receive a low score on the MCA;
  - (5) Language, social, cultural, or economic differences;
  - (6) Concern for accountability calculations.

B. Alternate ACCESS for ELs

- 1. The school district will utilize the existing annual review of IEPs or 504 plans to review, on a case-by-case basis, and determine how an identified EL student with a disability will participate in statewide testing.
- 2. Eligibility Requirements
  - a. The student must be identified as EL in MARSS in order to take an English language proficiency assessment.
  - b. The student must have a significant cognitive disability. If the student has been identified as eligible to take the MTAS in mathematics, reading, or science, the student meets this criterion.
  - c. For students in grades that the MTAS is not administered:
    - (1) the student must have cognitive functioning significantly below age level;
    - (2) the student's disability must have a significant impact on his or her ability to function in multiple environments, including home, school, and community; and

- (3) the student needs explicit and intensive instruction and/or extensive supports in multiple settings to acquire, maintain, and generalize academic and life skills in order to actively participate in school, work, home, and community environments.
  - d. The IEP team must consider the student’s ability to access the ACCESS, with or without accommodations.
  - e. The IEP team must document, in the IEP, reasons the MCA is or is not an appropriate English language proficiency assessment for the student.
3. Alternate ACCESS participation decisions must not be made on the following factors:
- a. Student’s disability category;
  - b. Participation in a separate, specialized curriculum;
  - c. Current level of English language proficiency;
  - d. The expectation that the student will receive a low score on the ACCESS for ELs;
  - e. Language, social, cultural, or economic differences;
  - f. Concern for accountability calculations.

C. EL Students New to the United States

EL students new to the United States will take all assessments, including all academic assessments (math, reading, and science), as well as the English Language Proficiency Assessment (ACCESS).

### III. DEFINITION OF TERMS

See the current “Procedures Manual for the Minnesota Assessments” which is produced by the Minnesota Department of Education and available through [minnesota.pearsonaccessnext.com](http://minnesota.pearsonaccessnext.com).

### IV. GRANTING AND DOCUMENTING ACCOMMODATIONS, MODIFICATIONS, OR EXEMPTIONS FOR TESTING

See Chapter 5 of the current “Procedures Manual for the Minnesota Assessments” and 2020-21 Guidelines for Administration of Accommodations and Linguistic Supports [http://minnesota.pearsonaccessnext.com/resources/resources-training/manuals/Guidelines%20for%20Accomm\\_2020-21.pdf](http://minnesota.pearsonaccessnext.com/resources/resources-training/manuals/Guidelines%20for%20Accomm_2020-21.pdf)

**V. RECORDS**

All test accommodations, modifications, or exemptions shall be reported to the school district test administrator. The school district test administrator shall be responsible for keeping a list of all such test accommodations, modifications, and exemptions for school district audit purposes. Testing results will be documented and reported.

**Legal References:** Minn. Stat. § 120B.11 (School District Process for Reviewing Curriculum, Instruction, and Student Achievement; Striving for the World’s Best Workforce)  
 Minn. Stat. § 120B.30 (Statewide Testing and Reporting System)  
 Minn. Stat. § 125A.08 (Individualized Education Programs)  
 Minn. Rules Parts 3501.0640-3501.0655 (Academic Standards for Language Arts)  
 Minn. Rules Parts 3501.0700-3501.0745 (Academic Standards for Mathematics)  
 Minn. Rules Parts 3501.0820 (Academic Standards for the Arts)  
 Minn. Rules Parts 3501.0900-3501.0955 (Academic Standards in Science)  
 Minn. Rules Parts 3501.1300-3501.1345 (Academic Standards for Social Studies)  
 Minn. Rules Parts 3501.1400-3501.1410 (Academic Standards for Physical Education)  
 Eligibility Requirements for the Minnesota Test of Academic Skills (MTAS),  
<https://education.mn.gov/mdeprod/groups/educ/documents/hiddencontent/mdaw/mda2/~edisp/006087.pdf>  
 Alternate ACCESS for ELLs Participation Guidelines,  
<https://education.mn.gov/mdeprod/groups/educ/documents/hiddencontent/mdaw/mdq5/~edisp/049763.pdf>

**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 616 (School District System Accountability)

*Adopted:* 10/14/19, 4/13/98

*Revised:* 10/14/19

## **616 SCHOOL DISTRICT SYSTEM ACCOUNTABILITY**

### **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 the 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 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. “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.
- B. “Graduation Standards” means the credit requirements and locally adopted content standards or Minnesota K-12 Academic Standards that school districts must offer and certify that students complete to be eligible for a high school diploma.
- C. “World’s best workforce” means striving to: meet school readiness goals; have all third grade students achieve grade-level literacy; close the academic achievement gap among all racial and ethnic groups of students and between students living in poverty and students not living in poverty; have all students attain career and college readiness before graduating from high school; and have all students graduate from high school.

### **IV. ESTABLISHMENT OF GOALS; IMPLEMENTATION; EVALUATION AND REPORTING**

#### **A. School District Goals**

- 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 District Advisory Committee (DAC).

2. The improvement goals should address recommendations identified through the Advisory Committee process. The school district's goal setting process will include consideration of individual site goals. School district goals may be developed through an education effectiveness program, an evaluation of student progress committee, 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.
- C. Implementation of Graduation Requirements
1. The school district ~~board~~ shall establish a District Advisory Committee (DAC) which shall 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 this 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.
  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 achievement growth that show an individual student's prior achievement. Indicators of achievement and prior achievement must be based on highly reliable statewide or districtwide assessments.
- D. District Advisory Committee (DAC)
1. By December 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 Graduation Standards;
    - b.

- 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 Advisory Committee shall meet the following criteria:
- a. The Advisory Committee shall ensure active community participation in all planning for instruction and curriculum affecting Graduation Standards.
  - b. The 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 Advisory Committee in the instruction and curriculum review process. This plan shall annually be approved by the school board.
4. The Advisory Committee shall, when possible, be comprised of two-thirds community representatives and shall reflect the diversity of the community.
5. Translation services should be provided to the extent appropriate and practicable.
6. The 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. **Reporting.** Consistent with Minnesota Statutes section 120B.36, Subd. 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 the world's best workforce. 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.

**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; Striving for the World's Best Workforce)  
 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. Rules Parts 3501.0640-3501.0655 (Academic Standards for Language Arts)  
 Minn. Rules Parts 3501.0700-3501.0745 (Academic Standards for Mathematics)  
 Minn. Rules Parts 3501.0820 (Academic Standards for the Arts)  
 Minn. Rules Parts 3501.0900-3501.0955 (Academic Standards in Science)  
 Minn. Rules Parts 3501.1300-3501.1345 (Academic Standards for Social Studies)  
 Minn. Rules Parts 3501.1400-3501.1410 (Academic Standards for Physical Education)  
 20 U.S.C. § 6301, *et seq.* (Every Student Succeeds Act)

**Cross References:** 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:*     11/10/08, 2/24/03

*Revised:*    11/10/08, 2/24/03

## **204 SCHOOL BOARD MEETING MINUTES**

### **I. PURPOSE**

The purpose of this policy is to establish procedures relating to the maintenance of records of the school board and the publication of its official proceedings.

### **II. GENERAL STATEMENT OF POLICY**

It is the policy of the school district to maintain its records so that they will be available for inspection by members of the general public and to provide for the publication of its official proceedings in compliance with law.

### **III. MAINTENANCE OF MINUTES AND RECORDS**

A. The clerk shall keep and maintain permanent records of the school board, including records of the minutes of school board meetings and other required records of the school board. All votes taken at meetings required to be open to the public pursuant to the Minnesota Open Meeting Law must be recorded in a journal or minutes kept for that purpose. Public records maintained by the school district must be available for inspection by members of the public during the regular business hours of the school district. Minutes of meetings shall be available for inspection at the administrative offices of the school district after they have been prepared. Minutes of a school board meeting shall be approved or modified by the school board at a subsequent meeting, which action shall be reflected in the official proceedings of that subsequent meeting.

#### **B. Recordings of Closed Meetings**

1. All closed meetings, except those closed as permitted by the attorney-client privilege, must be electronically recorded at the school district's expense. Recordings of closed meetings shall be made separately from the recordings of an open meeting to the extent such meetings are recorded. If a meeting is closed to discuss more than one (1) matter, each matter shall be separately recorded.
2. Recordings of closed meetings shall be preserved by the school district for the following time periods:
  - a. Meetings closed to discuss labor negotiations strategy shall be preserved for two (2) years after the contract is signed.
  - b. Meetings closed to discuss security matters shall be preserved for at least four (4) years.

- c. Meetings closed to discuss the purchase or sale of property shall be preserved for at least eight (8) years after the date of the meeting.
  - d. All other closed meetings shall be preserved by the school district for at least three (3) years after the date of the meeting.
  - e. Following the expiration of the above time periods, recordings of closed meetings shall be maintained as set forth in the school district's Records Retention Schedule.
3. Recordings of closed meetings shall be classified by the school district as protected non-public data that is not accessible by the public or any subject of the data, with the following exceptions:
- a. Recordings of labor negotiations strategy meetings shall be classified as public data and made available to the public after all labor contracts are signed by the school district for the current budget period.
  - b. Recordings of meetings related to the purchase or sale of property shall be classified as public data and made available to the public after all real or personal property discussed at the meeting has been purchased or sold or the school district has abandoned the purchase or sale.
  - c. Recordings of any other closed meetings shall be classified and/or released as required by court order.
4. Recordings of closed meetings shall be maintained separately from recordings of open meetings, to the extent recordings of open meetings are maintained by the school district, with the exception of recordings that have been classified as public data as set forth in Section III.B.3. above. Recordings of closed meetings classified as non-public data also shall be maintained in a secure location, separate from recordings classified as public data.
5. Recordings of closed meetings shall be maintained in a manner to easily identify the data classification of the recording. The recordings shall be identified with at least the following information:
- a. The date of the closed meeting;
  - b. The basis upon which the meeting was closed (i.e.: labor negotiations strategy, purchase or sale of real property, educational data, etc.); and
  - c. The classification of the data.
6. Recordings of closed meetings related to labor negotiations strategy and the purchase or sale of property shall be maintained and monitored in a manner that reclassifies the recording as public upon the occurrence of an event reclassifying that data as set forth in Section III.B.3. above.

**IV. PUBLICATION OF OFFICIAL PROCEEDINGS**

- A. The school board shall cause its official proceedings to be published once in the official newspaper of the school district within thirty (30) days of the meeting at which the proceedings occurred; however, if the school board conducts regular meetings not more than once every thirty (30) days, the school board need not publish the minutes until ten (10) days after they have been approved by the school board.
- B. The proceedings to be published shall be sufficiently full to fairly set forth the proceedings. They must include the substance of all official actions taken by the school board at any regular or special meeting, and at minimum must include the subject matter of a motion, the persons making and seconding the motion, a listing of how each member present voted on the motion, the character of resolutions offered including a brief description of their subject matter and whether adopted or defeated. The minutes and permanent records of the school board may include more detail than is required to be published with the official proceedings. If the proceedings have not yet been approved by the school board, the proceedings to be published may reflect that fact.
- C. The proceedings to be published may be a summary of the essential elements of the proceedings, and/or of resolutions and other official actions of the school board. Such a summary shall be written in a clear and coherent manner and shall, to the extent possible, avoid the use of technical or legal terms not generally familiar to the public. When a summary is published, the publication shall clearly indicate that the published material is only a summary and that the full text is available for public inspection at the administrative offices of the school district and that a copy of the proceedings, other than attachments to the minutes, is available without cost at the offices of the school district or by means of standard or electronic mail.

**Legal References:** Minn. Stat. § 13D.01, Subds. 4-6 (Open Meeting Law)  
Minn. Stat. § 123B.09, Subd. 10 (Publishing Proceedings)  
Minn. Stat. § 123B.14, Subd. 7 (Record of Meetings)  
Minn. Stat. § 331A.01 (Definition)  
Minn. Stat. § 331A.05, Subd. 8 (Notice Regarding Published Summaries)  
Minn. Stat. § 331A.08, Subd. 3 (Publication of Proceedings)  
Op. Atty. Gen. 161-a-20, December 17, 1970  
*Ketterer v. Independent School District No. 1*, 248 Minn. 212, 79 N.W.2d 428 (1956)

**Cross References:** MSBA/MASA Model Policy 205 (Open Meetings and Closed Meetings)  
MSBA Service Manual, Chapter 1, School District Governance, Powers and Duties

*Adopted:* 10/22/12, 10/27/08, 3/24/03

*Revised:* 10/22/12, 10/27/08, 3/24/03, 3/10/97, 1/13/97

## **205 OPEN MEETINGS AND CLOSED MEETINGS**

### **I. PURPOSE**

- A. The school board embraces accountability and transparency in the conduct of its business, in the belief that openness produces better programs, more efficient-administration of programs, and an organization more responsive to public interest and less susceptible to private interest. The school board shall conduct its business under a presumption of openness. At the same time, the school board recognizes and respects the privacy rights of individuals as provided by law. The school board also recognizes that there are certain exceptions to the Minnesota Open Meeting Law as recognized in statute where it has been determined that, in limited circumstances, the public interest is best served by closing a meeting of the school board.
- B. The purpose of this policy is to provide guidelines to assure the rights of the public to be present at school board meetings, while also protecting an individual's rights to privacy under law, and to close meetings when the public interest so requires as recognized by law.

### **II. GENERAL STATEMENT OF POLICY**

- A. Except as otherwise expressly provided by statute, all meetings of the school board, including executive sessions, shall be open to the public.
- B. Meetings shall be closed only when expressly authorized by law.

### **III. DEFINITION**

“Meeting” means a gathering of at least a quorum of school board members—or quorum of a committee or subcommittee of school board members, at which members discuss, decide, or receive information as a group on issues relating to the official business of the school board. The term does not include a chance or social gathering or the use of social media by members of a public body so long as the social media use is limited to exchanges with all members of the general public. For purposes of the Open Meeting Law, social media does not include e-mail.

### **IV. PROCEDURES**

- A. Meetings
  - 1. Regular Meetings

A schedule of the regular meetings of the school board shall be kept on file at the school district office. If the school board decides to hold a regular meeting at a time or place different from the time or place stated in its regular meeting schedule, it shall give the same notice of the meeting as for a special meeting.

2. Special Meetings

- a. For a special meeting, the school board shall post written notice of the date, time, place, and purpose of the meeting on the principal bulletin board of the school district or on the door of the school board's usual meeting room if there is no principal bulletin board. The school board's actions at the special meeting are limited to those topics included in the notice.
- b. The notice shall also be mailed or otherwise delivered to each person who has filed a written request for notice of special meetings. This notice shall be posted and mailed or delivered at least three days before the date of the meeting.
- c. As an alternative to mailing or otherwise delivering notice to persons who have filed a written request, the school board may publish the notice once, at least three days before the meeting, in the official newspaper of the school district or, if none, in a qualified newspaper of general circulation within the area of the school district.
- d. A person filing a request for notice of special meetings may limit the request to particular subjects, in which case the school board is required to send notice to that person only concerning those particular subjects.
- e. The school board will establish an expiration date on requests for notice of special meetings and require refiling once each year. Not more than sixty (60) days before the expiration date of request for notice, the school board shall send notice of the refiling requirement to each person who filed during the preceding year.

3. Emergency Meetings

- a. An emergency meeting is a special meeting called because of circumstances that, in the school board's judgment, require immediate consideration.
- b. If matters not directly related to the emergency are discussed or acted upon, the minutes of the meeting shall include a specific description of those matters.
- c. The school board shall make good faith efforts to provide notice of the emergency meeting to each news medium that has filed a written request for notice if the request includes the news medium's telephone number.
- d. Notice of the emergency meeting shall be given by telephone or any other method used to notify the members of the school board.
- e. Notice shall be provided to each news medium which has filed a written request for notice as soon as reasonably practicable after notice has been given to the school board members.

- f. Notice shall include the subject of the meeting.
- g. Posted or published notice of an emergency meeting shall not be required.
- h. The notice requirements for an emergency meeting as set forth in this policy shall supersede any other statutory notice requirement for a special meeting that is an emergency meeting.

4. Recessed or Continued Meetings

If a meeting is a recessed or continued session of a previous meeting, and the time and place of the meeting was established during the previous meeting and recorded in the minutes of that meeting, then no further published or mailed notice is necessary.

5. Closed Meetings

The notice requirements of the Minnesota Open Meeting Law apply to closed meetings.

6. Actual Notice

If a person receives actual notice of a meeting of the school board at least twenty-four (24) hours before the meeting, all notice requirements are satisfied with respect to that person, regardless of the method of receipt of notice.

7. Meetings during Pandemic or Chapter 12 Emergency

In the event of a health pandemic or an emergency declared under Minn. Stat. Ch. 12, a meeting may be conducted by telephone or interactive technology in compliance with Minn. Stat. § 13D.021.

8. Meetings by Interactive Technology

A meeting may be conducted by interactive technology, Zoom, Skype, or other similar electronic means in compliance with Minn. Stat. § 13D.02.

B. Votes

The votes of school board members shall be recorded in a journal or minutes kept for that purpose. The journal or any minutes used to record votes of a meeting must be open to the public during all normal business hours at the school district’s administrative offices.

C. Written Materials

- 1. In any open meeting, a copy of any printed materials, including electronic communications, relating to the agenda items of the meeting prepared or distributed by or at the direction of the school board or its employees and distributed to or

available to all school board members shall be available in the meeting room for inspection by the public while the school board considers their subject matter.

2. This provision does not apply to materials not classified by law as public, or to materials relating to the agenda items of a closed meeting.

D. Open Meetings and Data

1. Meetings may not be closed to discuss data that are not public data, except as provided under Minnesota law.
2. Data that are not public data may be discussed at an open meeting if the disclosure relates to a matter within the scope of the school board's authority and is reasonably necessary to conduct the business or agenda item before the school board.
3. Data discussed at an open meeting retain the data's original classification; however, a record of the meeting, regardless of form, shall be public.

E. Closed Meetings

1. Labor Negotiations Strategy

- a. The school board may, by a majority vote in a public meeting, decide to hold a closed meeting to consider strategy for labor negotiations, including negotiation strategies or developments or discussion and review of labor negotiation proposals, conducted pursuant to Minnesota's Public Employment Labor Relations Act (PELRA)
- b. The time and place of the closed meeting shall be announced at the public meeting. A written roll of school board members and all other persons present at the closed meeting shall be made available to the public after the closed meeting. The proceedings of a closed meeting to discuss negotiation strategies shall be tape recorded, and the tape recording shall be preserved for two years after the contract discussed at the meeting is signed. The recording shall be made available to the public after all labor contracts are signed by the school board for the current budget period.

2. Sessions Closed by Bureau of Mediation Services

All negotiations, mediation meetings, and hearings between the school board and its employees or their respective representatives are public meetings. Mediation meetings may be closed only by the Commissioner of the Bureau of Mediation Services (BMS). The use of recording devices, stenographic records, or other recording methods is prohibited in mediation meetings closed by the BMS.

3. Preliminary Consideration of Allegations or Charges

The school board shall close one or more meetings for preliminary consideration of allegations or charges against an individual subject to its authority. If the school board members conclude that discipline of any nature may be warranted as a result of those specific charges or allegations, further meetings or hearings relating to those specific charges or allegations held after that conclusion is reached must be open. A meeting must also be open at the request of the individual who is the subject of the meeting. A closed meeting for this purpose must be electronically recorded at the expense of the school district, and the recording must be preserved for at least three years after the date of the meeting. The recording is not available to the public.

4. Performance Evaluations

The school board may close a meeting to evaluate the performance of an individual who is subject to its authority. The school board shall identify the individual to be evaluated prior to closing a meeting. At its next open meeting, the school board shall summarize its conclusions regarding the evaluation. A meeting must be open at the request of the individual who is the subject of the meeting. A closed meeting for this purpose must be electronically recorded at the expense of the school district, and the recording must be preserved for at least three years after the date of the meeting. The recording is not available to the public.

5. Attorney-Client Privilege Meeting

A meeting may be closed if permitted by the attorney-client privilege. Attorney-client privilege applies when litigation is imminent or threatened, or when the school board needs advice above the level of general legal advice, for example, regarding specific acts and their legal consequences. A meeting may be closed to seek legal advice concerning litigation strategy, but the mere threat that litigation might be a consequence of deciding a matter one way or another does not, by itself, justify closing the meeting. The motion to close the meeting must specifically describe the matter to be discussed at the closed meeting, subject to relevant privacy and confidentiality considerations under state and federal law. The law does not require that such a meeting be recorded.

6. Dismissal Hearing

- a. A hearing on dismissal of a licensed teacher shall be public or private at the teacher's discretion. A hearing regarding placement of teachers on unrequested leave of absence shall be public.
- b. A hearing on dismissal of a student pursuant to the Pupil Fair Dismissal Act shall be closed unless the pupil, parent, or guardian requests an open hearing.

- c. To the extent a teacher or student dismissal hearing is held before the school board and is closed, the closed meeting must be electronically recorded at the expense of the school district, and the recording must be preserved for at least three years after the date of the meeting. The recording is not available to the public.

7. Coaches; Opportunity to Respond

- a. If the school board has declined to renew the coaching contract of a licensed or nonlicensed head varsity coach, it must notify the coach within fourteen (14) days of that decision.
- b. If the coach requests the reasons for the nonrenewal, the school board must give the coach its reasons in writing within ten (10) days of receiving the request. The existence of parent complaints must not be the sole reason for the school board not to renew a coaching contract.
- c. On the request of the coach, the school board must provide the coach with a reasonable opportunity to respond to the reasons at a school board meeting.
- d. The meeting may be open or closed at the election of the coach unless the meeting is closed as required by Minn. Stat. § 13D.05, Subd. 2, to discuss educational or certain other nonpublic data.
- e. A meeting closed for this purpose must be electronically recorded at the expense of the school district, and the recording must be preserved for at least three years after the date of the meeting. The recording is not available to the public.

8. Meetings to Discuss Certain Not Public Data

- a. Any portion of a meeting must be closed if the following types of data are discussed:
  - (1) data that would identify alleged victims or reporters of criminal sexual conduct, domestic abuse, or maltreatment of minors or vulnerable adults;
  - (2) active investigative data collected or created by a law enforcement agency;
  - (3) educational data, health data, medical data, welfare data, or mental health data that are not public data; or
  - (4) an individual's personal medical records.

- b. A closed meeting must be electronically recorded at the expense of the school district, and the recording must be preserved for at least three years after the date of the meeting. The recording is not available to the public.

9. Purchase and Sale of Property

- a. The school board may close a meeting:
  - (1) to determine the asking price for real or personal property to be sold by the school district;
  - (2) to review confidential or nonpublic appraisal data; and
  - (3) to develop or consider offers or counteroffers for the purchase or sale of real or personal property.
- b. Before closing the meeting, the school board must identify on the record the particular real or personal property that is the subject of the closed meeting.
- c. The closed meeting must be tape recorded at the expense of the school district. The tape must be preserved for eight years after the date of the meeting and be made available to the public after all real or personal property discussed at the meeting has been purchased or sold or the school board has abandoned the purchase or sale. The real or personal property that is the subject of the closed meeting must be specifically identified on the tape. A list of school board members and all other persons present at the closed meeting must be made available to the public after the closed meeting.
- d. An agreement reached that is based on an offer considered at a closed meeting is contingent on its approval by the school board at an open meeting. The actual purchase or sale must be approved at an open meeting and the purchase price or sale price is public data.

10. Security Matters

- a. The school board may close a meeting to receive security briefings and reports, to discuss issues related to security systems, to discuss emergency response procedures, and to discuss security deficiencies in or recommendations regarding public services, infrastructure, and facilities, if disclosure of the information discussed would pose a danger to public safety or compromise security procedures or responses.
- b. Financial issues related to security matters must be discussed and all related financial decisions must be made at an open meeting.

- c. Before closing a meeting, the school board must refer to the facilities, systems, procedures, services, or infrastructures to be considered during the closed meeting.
- d. The closed meeting must be tape recorded at the expense of the school district and the recording must be preserved for at least four years.

11. Other Meetings

Other meetings shall be closed as provided by law, except as provided above. A closed meeting must be electronically recorded at the expense of the school district, and the recording must be preserved for at least three years after the date of the meeting. The recording is not available to the public.

F. Procedures for Closing a Meeting

The school board shall provide notice of a closed meeting just as for an open meeting. A school board meeting may be closed only after a majority vote at a public meeting. Before closing a meeting, the school board shall state on the record the specific authority permitting the meeting to be closed and shall describe the subject to be discussed.

**Legal References:** Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)  
Minn. Stat. Ch. 13D (Open Meeting Law)  
Minn. Stat. § 121A.47, Subd. 5 (Exclusion and Expulsion Procedures))  
Minn. Stat. § 122A.33, Subd. 3 (Coaches; Opportunity to Respond)  
Minn. Stat. § 122A.40, Subd. 14 (Teacher Discharge Hearing)  
Minn. Stat. § 179A.14, Subd. 3 (Labor Negotiations)  
Minn. Rules Part 5510.2810 (Bureau of Mediation Services)  
*Brown v. Cannon Falls Township*, 723 N.W.2d 31 (Minn. App. 2006)  
*Brainerd Daily Dispatch v. Dehen*, 693 N.W.2d 435 (Minn. App. 2005)  
*The Free Press v. County of Blue Earth*, 677 N.W.2d 471 (Minn. App. 2004)  
*Prior Lake American v. Mader*, 642 N.W.2d 729 (Minn. 2002)  
*Star Tribune v. Board of Education, Special School District No. 1*, 507 N.W.2d 869 (Minn. App. 1993)  
*Minnesota Daily v. University of Minnesota*, 432 N.W.2d 189 (Minn. App. 1988)  
*Moberg v. Independent School District No. 281*, 336 N.W.2d 510 (Minn. 1983)  
*Sovereign v. Dunn*, 498 N.W.2d 62 (Minn. App. 1993), *rev. denied.* (Minn. 1993)  
Dept. of Admin. Advisory Op. No. 21-003 (April 19, 2021)  
Dept. of Admin. Advisory Op. No. 21-002 (January 13, 2021)  
Dept. of Admin. Advisory Op. No. 19-012 (October 24, 2019)  
Dept. of Admin. Advisory Op. No. 19-008 (May 22, 2019)  
Dept. of Admin. Advisory Op. No. 19-006 (April 9, 2019)  
Dept. of Admin. Advisory Op. No. 18-019 (December 28, 2018)  
Dept. of Admin. Advisory Op. No. 17-005 (June 22, 2017)  
Dept. of Admin. Advisory Op. No. 13-009 (March 19, 2013)  
Dept. of Admin. Advisory Op. No. 12-004 (March 8, 2012)  
Dept. of Admin. Advisory Op. No. 11-004 (April 18, 2011)

Dept. of Admin. Advisory Op. No. 10-020 (September 23, 2010)  
Dept. of Admin. Advisory Op. No. 09-020 (September 8, 2009)  
Dept. of Admin. Advisory Op. No. 08-015 (July 9, 2008)  
Dept. of Admin. Advisory Op. No. 06-027 (September 28, 2006)  
Dept. of Admin. Advisory Op. No. 04-004 (February 3, 2004)

***Cross References:*** MSBA/MASA Model Policy 204 (School Board Meeting Minutes)  
MSBA/MASA Model Policy 206 (Public Participation in School Board Meetings/Complaints about Persons at School Board Meetings and Data Privacy Considerations)  
MSBA/MASA Model Policy 207 (Public Hearings)  
MSBA/MASA Model Policy 406 (Public and Private Personnel Data)  
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)  
MSBA Law Bulletin “C” (Minnesota’s Open Meeting Law)

*Adopted:*      5/27/03

*Revised:*      4/28/03

## **208 DEVELOPMENT, ADOPTION, AND IMPLEMENTATION OF POLICIES**

### **I. PURPOSE**

The purpose of this policy is to emphasize the importance of the policy-making role of the school board and provide the means for it to be an ongoing effort.

### **II. GENERAL STATEMENT OF POLICY**

Formal guidelines are necessary to ensure the school community that the school system responds to its mission and operates in an effective, efficient and consistent manner. A set of written policies shall be maintained and modified as needed. Policies should define the desire and intent of the school board and should be in a form that is sufficiently explicit to guide administrative action.

### **III. DEVELOPMENT OF POLICY**

- A. The school board has jurisdiction to legislate policy with the force and effect of law for the school district. School district policy provides the school board's general direction for the school district while delegating policy implementation to the administration.
- B. The school district's policies provide guidelines and goals to the school community. The policies are the basis for guidelines and directives created by the administration. The school board shall determine the effectiveness of policies by evaluating periodic reports from the administration.
- C. Policies may be proposed by a school board member, employee, student or member of the school district. Proposed policies or ideas shall be submitted to the superintendent for review prior to possible placement on the school board agenda.

### **IV. ADOPTION AND REVIEW OF POLICY**

- A. The school board shall give notice of proposed policy changes or adoption of new policies by placing the item on the agenda of two school board meetings. The proposals shall be distributed and public comment will be allowed at both meetings.
- B. The final action taken to adopt the proposed policy shall be approved by a simple majority vote of the school board at a meeting after the two meetings at which public input was received. The policy will be effective on the latter of the date of passage or the date stated in the motion.
- C. In an emergency, a new or modified policy may be adopted by a majority vote of a quorum of the school board in a single meeting. A statement regarding the emergency and the need for immediate adoption of the policy shall be included in the minutes. The policy adopted

in an emergency shall expire within one year following the emergency action unless the policy adoption procedure stated above is followed and the policy is reaffirmed. The school board shall have discretion to determine what constitutes an emergency.

- D. If a policy is modified because of a legal change over which the school board has no control, the modified policy may be approved at one meeting at the discretion of the school board.

V. IMPLEMENTATION OF AND ACCESS TO POLICY

- A. It shall be the responsibility of the superintendent to implement school board policies, and to develop administrative guidelines and directives to provide greater specificity and consistency in the process of implementation. These guidelines and directives, including employee and student handbooks, shall be subject to annual review and approval by the school board.
- B. Each school board member shall have access to school district policies. A copy of the school district policies shall be placed in the office of each school attendance center and in the central school office and shall be available for reference purposes to other interested persons.
- C. It shall be the responsibility of the superintendent, employees designated by the superintendent, and individual school board members to keep the policy current.
- D. The school board shall review policies on a timely basis. The superintendent shall be responsible for developing a system of periodic review. In addition, the school board shall review the following policies annually: 410 Family and Medical Leave Policy; 413 Harassment and Violence; 414 Mandated Reporting of Child Neglect or Physical or Sexual Abuse; 415 Mandated Reporting of Maltreatment of Vulnerable Adults; 506 Student Discipline; 514 Bullying Prohibition Policy; 522 Student Sex Nondiscrimination; 524 Internet Acceptable Use and Safety Policy; 616 School District System Accountability; and 806 Crisis Management Policy.
- E. When there is no school board policy in existence to provide guidance on a matter, the superintendent is authorized to act appropriately under the circumstances keeping in mind the mission, educational philosophy and financial condition of the school district. Under such circumstances, the superintendent shall advise the school board of the need for a policy and present a recommended policy to the school board for approval.

*Legal References:* Minn. Stat. § 123B.02, Subd. 1 (School Boards Powers)  
Minn. Stat. § 123B.09, Subd. 1 (School District Powers)

*Adopted:*     10/24/95

*Revised:*

## **305    POLICY IMPLEMENTATION**

### **I.     PURPOSE**

The purpose of this policy is to clarify the responsibility of the school administration for implementation of school district policy.

### **II.    GENERAL STATEMENT OF POLICY**

- A.     It shall be the responsibility of the superintendent to implement school board policy and to recommend additions or modifications thereto. The administration is authorized to develop procedures, guidelines, and directives to effectuate the implementation of school board policies. These procedures, guidelines, and directives shall not be inconsistent with said policies. At least annually, these written procedures, guidelines, and directives shall be presented to the school board for review.
- B.     Employee and student handbooks shall be subject to annual review and approval by the school board.
- C.     School principals and other administrators who have handbook responsibilities shall present recommended changes necessary to reflect new or modified policies. Changes of substance within handbooks shall be reviewed by the superintendent to assure compliance with school board policy and shall be approved by the school board.

***Legal References:***    Minn. Stat. § 123B.143 (Superintendent)

***Cross References:***    MSBA/MASA Model Policy 208 (Development, Adoption, and Implementation of Policies)

Adopted: 11/13/18

Revised: 11/13/18

## **427 WORKLOAD LIMITS FOR CERTAIN SPECIAL EDUCATION TEACHERS**

### **I. PURPOSE**

The purpose of this policy is to establish general parameters for determining the workload limits of special education staff who provide services to children with disabilities receiving direct special education services 60 percent or less of the instructional day.

### **II. DEFINITIONS**

#### **A. Special Education Staff; Special Education Teacher**

“Special education staff” and “special education teacher” both mean a teacher employed by the school district who is licensed under the rules of the Minnesota Professional Educator Licensing and Standards Board to instruct children with specific disabling conditions.

#### **B. Direct Services**

“Direct services” means special education services provided by a special education teacher or a related service professional when the services are related to instruction, including cooperative teaching.

#### **C. Indirect Services**

“Indirect services” means special education services provided by a special education teacher or a related service professional which include ongoing progress reviews; cooperative planning; consultation; demonstration teaching; modification and adaptation of the environment, curriculum, materials, or equipment; and direct contact with the pupil to monitor and observe.

#### **D. Workload**

“Workload” means a special education teacher’s total number of minutes required for all due process responsibilities, including direct and indirect services, evaluation and reevaluation time, management of individualized education programs (IEPs), travel time, parental contact, and other services required in the IEPs.

### **III. GENERAL STATEMENT OF POLICY**

- A. Workload limits for special education teachers shall be determined by the appropriate special education administrator, in consultation with the building principal and the superintendent.

- B. In determining workload limits for special education staff, the school district shall take into consideration the following factors: student contact minutes, evaluation and reevaluation time, indirect services, management of IEPs, travel time, and other services required in the IEPs of eligible students.

#### **IV. COLLECTIVE BARGAINING AGREEMENT UNAFFECTED**

This policy shall not be construed as a reopening of negotiations between the school district and the special education teachers' exclusive representative, nor shall it be construed to alter or limit in any way the managerial rights or other authority of the school district set forth in the Public Employment Labor Relations Act or in the collective bargaining agreement between the school district and the special education teachers' exclusive representative.

**Legal References:** Minn. Stat. § 179A.07, Subd. 1 (Inherent Managerial Policy)  
Minn. Rule 3525.0210, Subps. 14, 27, 44, and 49 (Definitions of "Direct Services," "Indirect Services," "Teacher," and "Workload")  
Minn. Rule 3525.2340, Subp. 4.B. (Case Loads for School-Age Educational Service Alternatives)

**Cross References:** MSBA/MASA Model Policy 508 (Extended School Year for Certain Students with Individualized Education Programs)  
MSBA/MASA Model Policy 608 (Instructional Services – Special Education)

*Adopted:* 4/8/19, 11/26/17, 1/9/96

*Revised:* 4/8/19, 11/26/17, 1/9/96

**#521 STUDENT DISABILITY NONDISCRIMINATION**

**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; or
  - 3. is regarded as having such an impairment.
- 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 the School Superintendent, 302 14<sup>th</sup> Street, Cloquet, MN 55720, 218-879-6721. 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:** 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: 9/12/95

Revised:

## **#101 LEGAL STATUS OF THE SCHOOL DISTRICT**

### **I. PURPOSE**

A primary principle of this nation is that the public welfare demands an educated and informed citizenry. The power to provide for public education is a state function vested in the state legislature and delegated to local school districts. The purpose of this policy is to clarify the legal status of the school district.

### **II. GENERAL STATEMENT OF POLICY**

- A. The school district is a public corporation subject to the control of the legislature, limited only by constitutional restrictions. The school district has been created for educational purposes.
- B. The legislature has authority to prescribe the school district's powers and privileges, its boundaries and territorial jurisdictions.
- C. The school district has only the powers conferred on it by the legislature; however, the school board's authority to govern, manage, and control the school district, to carry out its duties and responsibilities, and to conduct the business of the school district includes implied powers in addition to any specific powers granted by the legislature.

### **III. RELATIONSHIP TO OTHER ENTITIES**

- A. The school district is a separate legal entity.
- B. The school district is coordinate with and not subordinate to the county(ies) in which it is situated.
- C. The school district is not subservient to municipalities within its territory.

### **IV. POWERS AND AUTHORITY OF THE SCHOOL DISTRICT**

#### **A. Funds**

- 1. The school district, through its school board, has authority to raise funds for the operation and maintenance of its schools and authority to manage and expend such funds, subject to applicable law.
- 2. The school district has wide discretion over the expenditure of funds under its control for public purposes, subject to the limitations provided by law.

3. School district officials occupy a fiduciary position in the management and expenditure of funds entrusted to them.

B. Raising Funds

1. The school district shall, within the limitations specified by law, provide by levy of tax necessary funds for the conduct of schools, payment of indebtedness, and all proper expenses.
2. The school district may issue bonds in accordance with the provisions of Minn. Stat. Ch. 475, or other applicable law.
3. The school district has authority to accept gifts and donations for school purposes, subject to applicable law.

C. Property

1. The school district may acquire property for school purposes. It may sell, exchange, or otherwise dispose of property which is no longer needed for school purposes, subject to applicable law.
2. The school district shall manage its property in a manner consistent with the educational functions of the district.
3. The school district may permit the use of its facilities for community purposes which are not inconsistent with, nor disruptive of, its educational mission.
4. School district officials hold school property as trustees for the use and benefit of students, taxpayers, and the community.

D. Contracts

1. The school district is empowered to enter into contracts in the manner provided by law.
2. The school district has authority to enter into installment purchases and leases with an option to purchase, pursuant to Minn. Stat. § 465.71 or other applicable law.
3. The school district has authority to make contracts with other governmental agencies and units for the purchase, lease or other acquisition of equipment, supplies, materials, or other property, including real property.
4. The school district has authority to enter into employment contracts. As a public employer, the school district, through its designated representatives, shall meet and negotiate with public employees in an appropriate bargaining unit and enter into written collective bargaining agreements with such employees, subject to applicable law.

E. Textbooks, Educational Materials, and Studies

1. The school district, through its school board and administrators, has the authority to determine what textbooks, educational materials, and studies should be pursued.
2. The school district shall establish and apply the school curriculum.

F. Actions and Suits

The school district has authority to sue and to be sued.

**Legal References:** Minn. Const. art. 13, § 1  
Minn. Stat. Ch. 123B (School Districts, Powers and Duties)  
Minn. Stat. Ch. 179A (Public Employment Labor Relations)  
Minn. Stat. § 465.035 (Conveyance or Lease of Land)  
Minn. Stat. §§ 465.71; 471.345; 471.6161; 471.6175; 471.64 (Rights, Powers, Duties of Political Subdivisions)  
*Minnesota Association of Public Schools v. Hanson*, 287 Minn. 415, 178 N.W.2d 846 (1970)  
*Independent School District No. 581 v. Mattheis*, 275 Minn. 383, 147 N.W.2d 374 (1966)  
*Village of Blaine v. Independent School District No. 12*, 272 Minn. 343, 138 N.W.2d 32 (1965)  
*Huffman v. School Board*, 230 Minn. 289, 41 N.W.2d 455 (1950)  
*State v. Lakeside Land Co.*, 71 Minn. 283, 73 N.W.970 (1898)

**Cross References:** MSBA/MASA Model Policy 201 (Legal Status of School Board)  
MSBA/MASA Model Policy 603 (Curriculum Development)  
MSBA/MASA Model Policy 604 (Instructional Curriculum)  
MSBA/MASA Model Policy 606 (Textbooks and Instructional Materials)  
MSBA/MASA Model Policy 704 (Development and Maintenance of an Inventory of Fixed Assets and a Fixed Asset Accounting System)  
MSBA/MASA Model Policy 705 (Investments)  
MSBA/MASA Model Policy 706 (Acceptance of Gifts)  
MSBA/MASA Model Policy 801 (Equal Access to School Facilities)  
MSBA School Law Bulletin “F” (Contract and Bidding Procedures)



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 514 (Bullying Prohibition)

MSBA School Law Bulletin "T" (School Records – Privacy – Access to Data)

*Adopted:* 11/10/08, 3/24/03

*Revised:* 11/10/08, 3/24/03

## **203.5 SCHOOL BOARD MEETING AGENDA**

### **I. PURPOSE**

The purpose of this policy is to provide procedures for the preparation of the school board meeting agenda to ensure that the school board can accomplish its business as efficiently and expeditiously as possible.

### **II. GENERAL STATEMENT OF POLICY**

The policy of the school board is that school board meetings shall be conducted in a manner to allow the school board to accomplish its business while allowing reasoned debate and discussion of each matter to be acted upon.

### **III. PROCEDURES**

- A. While all school board members may provide input, it shall be the responsibility of the school board chair and superintendent to develop, prepare, and arrange the order of items for the tentative school board meeting agenda for each school board meeting.
- B. Persons wishing to place an item on the agenda must make a request to the school board chair or superintendent in a timely manner. The person making the request is encouraged to state the person's name, address, purpose of the item, action desired, and pertinent background information. The chair and superintendent shall determine whether to place the matter on the tentative agenda.
- C. The tentative agenda and supporting documents shall be sent to the school board members four (4) days prior to the scheduled school board meeting.
- D. Items may only be added to the agenda by a motion adopted at the meeting. If an added item is acted upon, the minutes of the school board meeting shall include a description of the matter.
- E. At least one copy of any printed materials, including electronic communications, relating to the agenda items of the meeting prepared or distributed by or at the direction of the school board or its employees and: (i) distributed at the meeting to all members of the governing body; (ii) distributed before the meeting to all members; or (iii) available in the meeting room to all members shall be available in the meeting room for inspection by the public while the school board considers their subject matter. This does not apply to materials classified by law as other than public or to materials relating to the agenda items of a closed meeting.

**Legal References:** Minn. Stat. § 13D.01, Subd. 6 (Open Meeting Law)  
Minn. Stat. § 123B.09, Subd. 7 (School Board Powers)  
Dept. of Admin. Advisory Op. No. 10-013 (April 29, 2010)  
Dept. of Admin. Advisory Op. No. 08-015 (July 9, 2008)  
Dept. of Admin. Advisory Op. No. 13-015 (December 23, 2013)

**Cross References:** MSBA/MASA Model Policy 203 (Operation of the School Board – Governing Rules)  
MSBA/MASA Model Policy 203.2 (Order of the Regular School Board Meeting)  
MSBA/MASA Model Policy 203.6 (Consent Agendas)  
MSBA/MASA Model Policy 204 (School Board Meeting Minutes)  
MSBA/MASA Model Policy 207 (Public Hearings)

Adopted: 5/27/03

Revised: 4/28/03

## 207 PUBLIC HEARINGS

### I. PURPOSE

The school board recognizes the importance of obtaining public input on matters properly before the school board during a public hearing. The purpose of this policy is to establish procedures to efficiently receive public input.

### II. GENERAL STATEMENT OF POLICY

For the school board to efficiently receive public input on matters properly before the school board, the school board establishes the procedures set forth in this policy are established.

### III. PROCEDURES

#### A. Public Hearings

Public hearings are required by law concerning certain issues, including but not limited to, school closings (Minn. Stat. § 123B.51), education district establishment (Minn. Stat. § 123A.15), and agreements for secondary education (Minn. Stat. § 123A.30). Additionally, other public hearings may be held by the school board on school district matters at the school board's discretion

#### B. Notice of Public Hearings

Public notice of a public hearing required by law shall be given as provided by the enabling legislation. Public notice of other hearings shall be given in the manner required for a regular meeting if held in conjunction with a regular meeting, in the manner required for a special meeting if held in conjunction with a special meeting, or as otherwise determined by the school board.

#### C. Public Participation

The school board retains the right to require that those in attendance at a public hearing indicate their desire to address the school board and complete and file with the clerk of the school board an appropriate request card prior to commencement of the hearing if the school board utilizes this procedure. In that case, any request to address the school board after the commencement of the hearing will be granted only at the school board's discretion.

1. Format of Request: If required by the school board, a written request of an individual or a group to address the school board shall contain the name and address of the person or group seeking to address the school board. It shall also

contain the name of the group represented, if any, and a brief statement of the subject to be covered or the issue to be addressed.

2. Time Limitation: The school board retains the discretion to limit the time for each presentation as needs dictate.
3. Groups: The school board retains the discretion to require that any group of persons who desire to address the school board designate one representative or spokesperson. If the school board requires designation of a representative or spokesperson, no other person in the group will be recognized to address the school board, except as the school board otherwise determines.
4. Privilege to Speak: A school board member should direct remarks or questions through the chair. Only those speakers recognized by the chair will be allowed to speak. Comments by others are out of order. Individuals who interfere with or interrupt speakers, the school board, or the proceedings may be directed to leave.
5. Personal Attacks: Personal attacks by anyone addressing the school board are unacceptable. Persistence in such remarks by an individual shall terminate that person's privilege to address the school board.
6. Limitations on Participation: Depending upon the number of persons in attendance seeking to be heard, the school board reserves the right to impose such other limitations and restrictions as necessary to provide an orderly, efficient, and fair opportunity to be heard.

***Legal References:*** Minn. Stat. § 123A.15 (Establishing Education Districts)  
Minn. Stat. § 123A.30 (Agreements for Secondary Education)  
Minn. Stat. § 123B.51 (School Closings)

***Cross References:*** MSBA/MASA Model Policy 206 (Public Participation in School Board Meetings/Complaints about Persons at School Board Meetings and Data Privacy Considerations)

*Adopted: 11/13/18, 11/10/08, 5/27/03*

*Revised: 11/13/18, 11/10/08, 4/28/03*

## **210 CONFLICT OF INTEREST – SCHOOL BOARD MEMBERS**

### **I. PURPOSE**

The purpose of this policy is to observe state statutes regarding conflicts of interest and to engage in school district business activities in a fashion designed to avoid any conflict of interest or the appearance of impropriety.

### **II. GENERAL STATEMENT OF POLICY**

It is the policy of the school board to contract for goods and services in conformance with statutory conflict of interest laws and in a manner that will avoid any conflict of interest or the appearance thereof. Accordingly, the school board will contract under the statutory exception provisions only when it is clearly in the best interest of the school district because of limitations that may exist on goods or services otherwise available to the school district.

### **III. GENERAL PROHIBITIONS AND RECOGNIZED STATUTORY EXCEPTIONS**

- A. A school board member who is authorized to take part in any manner in making any sale, lease, or contract in his or her official capacity shall not voluntarily have a personal financial interest in that sale, lease, or contract or personally benefit financially therefrom.
- B. In the following circumstances, however, the school board may as an exception, by unanimous vote, contract for goods or services with a school board member of the school district:
  - 1. In the designation of a bank or savings association, in which a school board member is interested, as an authorized depository for school district funds and as a source of borrowing, provided such deposited funds are protected in accordance with Minn. Stat. Ch. 118A. Any school board member having said interest shall disclose that interest and the interest shall be entered upon the school board minutes. Disclosure shall be made when such bank or savings association is first designated as a depository or source of borrowing, or when such school board member is elected, whichever is later. Disclosure serves as notice of the interest and need only be made once;
  - 2. The designation of an official newspaper, or publication of official matters therein, in which the school board member is interested when it is the only newspaper complying with statutory requirements relating to the designation or publication;
  - 3. A contract with a cooperative association of which the school board member is a shareholder or stockholder but not an officer or manager;

4. A contract for which competitive bids are not required by law. A contract made under this exception will be void unless the following procedures are observed:
  - a. The school board shall authorize the contract in advance of its performance by adopting a resolution setting out the essential facts and determining that the contract price is as low as or lower than the price at which the goods or services could be obtained elsewhere.
  - b. In the case of an emergency when the contract cannot be authorized in advance, payment of the claims must be authorized by a like resolution wherein the facts of the emergency are also stated.
  - c. Before a claim is paid, the interested school board member shall file with the clerk of the school board an affidavit stating:
    - (1) The name of the school board member and the office held;
    - (2) An itemization of the goods or services furnished;
    - (3) The contract price;
    - (4) The reasonable value;
    - (5) The interest of the school board member in the contract; and
    - (6) That to the best of the school board member's knowledge and belief, the contract price is as low as, or lower than, the price at which the goods or services could be obtained from other sources.
  
5. A school board member may contract with the school district to provide construction materials or services, or both, when the sealed bid process is used. When the contract comes before the school board for consideration, the interested school board member may not vote on the contract.
  
6. A school board member may rent space in a public facility at a rate commensurate with that paid by other members of the public.
  
- C. In the following circumstances, the school board may as an exception, by majority vote at a meeting at which all school board members are present, contract for services with a school board member of the school district: A school board member may be newly employed or may continue to be employed by the school district as an employee only if there is a reasonable expectation on July 1, or at the time the contract is entered into or extended, that the amount to be earned by that school board member under that contract or employment relationship, will not exceed \$8,000 in that fiscal year. If the school board member does not receive majority approval to be initially employed or to continue in employment at a meeting at which all school board members are present, that employment is immediately terminated and that school board member has no further rights to employment while serving as a school board member in the school district.

- D. The school board may contract with a class of school district employees, such as teachers or custodians, when the spouse of a school board member is a member of the class of employees contracting with the school board and the employee spouse receives no special monetary or other benefit that is substantially different from the benefits that other members of the class receive under the employment contract. For the school board to invoke this exception, it must have a majority of disinterested school board members vote to approve the contract, direct the school board member spouse to abstain from voting to approve the contract, and publicly set out the essential facts of the contract at the meeting in which the contract is approved.

**IV. LIMITATIONS ON RELATED EMPLOYEES**

- A. The school board must hire or dismiss teachers only at duly called meetings. When a husband and wife, brother and sister, or two brothers or sisters, constitute a quorum, no contract employing a teacher may be made or authorized except upon the unanimous vote of the full school board.
- B. The school board may not employ any teacher related by blood or marriage to a school board member, within the fourth degree as computed by the civil law, except by a unanimous vote of the full school board.

**V. CONFLICTS PRIOR TO TAKING OFFICE**

A school board member with personal financial interest in a sale, lease, or contract with the school district which was entered before the school board member took office and presents an actual or potential conflict of interest, shall immediately notify the school board of such interest. It shall thereafter be the responsibility of the school board member to refrain from participating in any action relating to the sale, lease, or contract. At the time of renewal of any such sale, lease, or contract, the school board may enter into or renew such sale, lease, or contract only if it falls within one of the enumerated exceptions for contracts relating to goods or services provided above and if the procedures provided in this policy are followed.

**VI. DETERMINATION AS TO WHETHER A CONFLICT OF INTEREST EXISTS**

The determination as to whether a conflict of interest exists is to be made by the school board. Any school board member who has an actual or potential conflict shall notify the school board of such conflict immediately. The school board member shall thereafter cooperate with the school board as necessary for the school board to make its determination.

- Legal References:**
- Minn. Stat. § 122A.40, Subd. 3 (Teacher Hiring, Dismissal)
  - Minn. Stat. § 123B.195 (Board Member’s Right to Employment)
  - Minn. Stat. § 471.87 (Public Officers, Interest in Contract; Penalty)
  - Minn. Stat. § 471.88, Subds. 2, 3, 4, 5, 12, 13, and 21 (Exceptions)
  - Minn. Stat. § 471.89 (Contract, When Void)
  - Op. Atty. Gen. 437-A-4, March 15, 1935
  - Op. Atty. Gen. 90-C-5, July 30, 1940
  - Op. Atty. Gen. 90-A, August 14, 1957

***Cross References:*** MSBA/MASA Model Policy 101 (Legal Status of the School Board)  
MSBA/MASA Model Policy 209 (Code of Ethics)

*Adopted:*     10/24/95

*Revised:*

## **301 SCHOOL DISTRICT ADMINISTRATION**

### **I. PURPOSE**

The purpose of this policy is to clarify the role of the school district administration and its relationship with the school board.

### **II. GENERAL STATEMENT OF POLICY**

- A. Effective administration and sound management practices are essential to realizing educational excellence. It is the responsibility of the school district administration to develop a school environment that recognizes the dignity of each student and employee, and the right of each student to access educational programs and services equitably.
- B. The school board expects all activities related to school district operations to be administered in a well-planned manner, conducted in an orderly fashion, and to be consistent with the policies of the school board.
- C. The school board shall seek specific recommendations, background information and professional advice from the school district administration, and will hold the administration accountable for sound management of the schools.
- D. Although the school board holds the superintendent ultimately responsible for administration of the school district and annual evaluation of each principal, the school board also recognizes the direct responsibility of principals for educational results and effective administration, supervisory, and instructional leadership at the school building level.
- E. The school board and school administration shall work together to share information and decisions that best serve the needs of school district students within financial and facility constraints that may exist.

***Legal References:***   Minn. Stat. § 123B.143 (Superintendent)  
                              Minn. Stat. § 123B.147 (Principals)

***Cross References:***   None

*Adopted:*     10/24/95

*Revised:*

**302 SUPERINTENDENT**

**I. PURPOSE**

The purpose of this policy is to recognize the importance of the role of the superintendent and the overall responsibility of that position within the school district.

**II. GENERAL STATEMENT OF POLICY**

The school board shall employ a superintendent who shall serve as an ex officio, nonvoting member of the school board and as chief executive officer of the school system.

**III. GENERAL RESPONSIBILITIES**

- A. The superintendent is responsible for the management of the schools, the administration of all school district policies, and is directly accountable to the school board.
- B. The superintendent shall annually evaluate each principal assigned responsibility for supervising a school building in the district.
- C. The superintendent may delegate responsibilities to other school district personnel, but shall continue to be accountable for actions taken under such delegation.
- D. Where responsibilities are not specifically prescribed, nor school board policy applicable, the superintendent shall use personal and professional judgment, subject to review by the school board.

***Legal References:***     Minn. Stat. § 123B.143 (Superintendent)

***Cross References:***     MSBA/MASA Model Policy 202 (School Board Officers)  
                                   MSBA/MASA Model Policy 208 (Development, Adoption, and Implementation of Policies)  
                                   MSBA/MASA Model Policy 214 (Out-of-State Travel by School Board Members)  
                                   MSBA/MASA Model Policy 301 (School District Administration)  
                                   MSBA/MASA Model Policy 303 (Superintendent Selection)  
                                   MSBA/MASA Model Policy 304 (Superintendent Contract, Duties, and Evaluation)  
                                   MSBA/MASA Model Policy 305 (Policy Implementation)  
                                   MSBA/MASA Model Policy 306 (Administrator Code of Ethics)  
                                   MSBA/MASA Model Policy 412 (Expense Reimbursement)

MSBA/MASA Model Policy 510 (School Activities)  
MSBA/MASA Model Policy 511 (Student Fundraising)  
MSBA/MASA Model Policy 513 (Student Promotion, Retention, and Program Design)  
MSBA/MASA Model Policy 602 (Organization of School Calendar and School Day)  
MSBA/MASA Model Policy 605 (Alternative Programs)  
MSBA/MASA Model Policy 701 (Establishment and Adoption of School District Budget)  
MSBA/MASA Model Policy 704 (Development and Maintenance of an Inventory of Fixed Assets and a Fixed Asset Accounting System)  
MSBA/MASA Model Policy 802 (Disposition of Obsolete Equipment and Material)  
MSBA/MASA Model Policy 903 (Visitors to School District Buildings and Sites)  
MSBA/MASA Model Policy 905 (Advertising)  
MSBA/MASA Model Policy 906 (Community Notification of Predatory Offenders)  
MSBA/MASA Model Policy 907 (Rewards)

*Adopted:*      10/24/95

*Revised:*

### **303 SUPERINTENDENT SELECTION**

#### **I. PURPOSE**

The purpose of this policy is to convey to the school community that the authority to select and employ a superintendent is vested in the school board.

#### **II. GENERAL STATEMENT OF POLICY**

The school board shall employ a superintendent to serve as the chief executive officer of the school district and to conduct the daily operations of the school district.

#### **III. QUALIFICATIONS**

- A. The school board shall consider applicants who meet or exceed the licensing standards set by the Minnesota Board of School Administrators and qualifications established in the job description for the superintendent position. State and federal equal employment and nondiscrimination requirements shall be observed throughout the recruitment and selection process.
- B. The school board will consider professional preparation, experience, skill, and demonstrated competence of qualified applicants in making a final decision.

#### **IV. SELECTION**

- A. A process for recruitment, screening, and interviewing of candidates shall be developed by the school board.
- B. The school board may contract for assistance in the search for a superintendent.
- C. The school board shall provide the contract for the superintendent and specifically identify all conditions of employment mutually agreed upon with the superintendent. In so doing, the school board shall observe all requirements of state and federal law and school board policy.

*Legal References:*   Minn. Stat. § 123B.143 (Superintendent)  
                              Minn. Rules, Chapter 3512

*Cross References:*   None

*Adopted:*     10/24/95

*Revised:*

## **304 SUPERINTENDENT CONTRACT, DUTIES, AND EVALUATION**

### **I. PURPOSE**

The purpose of this policy is to provide for the use of an employment contract with the superintendent, a position description, and the use of an approved instrument to evaluate performance.

### **II. GENERAL STATEMENT OF POLICY**

- A. The superintendent's contract shall be used to formalize the employment relationship and to specifically identify and clarify all conditions of employment with the superintendent.
- B. The specific duties for which the superintendent is accountable shall be set forth in a position description for the superintendent and shall be measured by a performance appraisal instrument approved by the school board in consultation with the superintendent. The school board shall use this instrument to periodically evaluate the performance of the superintendent.
- C. The school board may use the model contract approved by the boards of the Minnesota School Boards Association and the Minnesota Association of School Administrators as a model instrument.

*Legal References:*   Minn. Stat. § 123B.143 (Superintendent)

*Cross References:*   None

*Adopted:*     9/24/18, 12/5/95

*Revised:*    9/24/18, 12/5/95

## **401    EQUAL EMPLOYMENT OPPORTUNITY**

### **I.     PURPOSE**

The purpose of this policy is to provide equal employment opportunity for all applicants for school district employment and for all school district employees.

### **II.    GENERAL STATEMENT OF POLICY**

- A.    The policy of the school district is to provide equal employment opportunity for all applicants and employees. The school district does not unlawfully discriminate on the basis of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation, including gender identity or expression, age, family care leave status, or veteran status. The school district also makes reasonable accommodations for disabled employees.
- B.    The school district prohibits the harassment of any individual for any of the categories listed above. For information about the types of conduct that constitute impermissible harassment and the school district's internal procedures for addressing complaints of harassment, please refer to the school district's policy on harassment and violence.
- C.    This policy applies to all areas of employment, including hiring, discharge, promotion, compensation, facilities, or privileges of employment.
- D.    Every school district employee shall be responsible for following this policy.
- E.    Any person having a question regarding this policy should discuss it with the superintendent of schools.

**Legal References:**    Minn. Stat. Ch. 363A (Minnesota Human Rights Act)  
                               29 U.S.C. § 621 *et seq.* (Age Discrimination in Employment Act)  
                               29 U.S.C. § 2615 (Family and Medical Leave Act)  
                               38 U.S.C. § 4211 *et seq.* (Employment and Training of Veterans)  
                               38 U.S.C. § 4301 *et seq.* (Employment and Reemployment Rights of Members of  
                               the Uniformed Services)  
                               42 U.S.C. § 2000e *et seq.* (Equal Employment Opportunities; Title VII of the Civil  
                               Rights Act)  
                               42 U.S.C. § 12101 *et seq.* (Equal Opportunity for Individuals with Disabilities)

**Cross References:**    MSBA/MASA Model Policy 402 (Disability Nondiscrimination)  
                               MSBA/MASA Model Policy 405 (Veteran's Preference)  
                               MSBA/MASA Model Policy 413 (Harassment and Violence)

*Adopted:* 12/5/95

*Revised:* 12/5/95

## **402 DISABILITY NONDISCRIMINATION POLICY**

### **I. PURPOSE**

The purpose of this policy is to provide a fair employment setting for all persons and to comply with state and federal law.

### **II. GENERAL STATEMENT OF POLICY**

- A. The school district shall not discriminate against qualified individuals with disabilities because of the disabilities of such individuals in regard to job application procedures, hiring, advancement, discharge, compensation, job training, and other terms, conditions, and privileges of employment.
- B. The school district shall not engage in contractual or other arrangements that have the effect of subjecting its qualified applicants or employees with disabilities to discrimination on the basis of disability. The school district shall not exclude or otherwise deny equal jobs or job benefits to a qualified individual because of the known disability of an individual with whom the qualified individual is known to have a relationship or association.
- C. The school district shall make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee unless the accommodation would impose undue hardship on the operation of the business of the school district.
- D. Any job applicant or employee wishing to discuss the need for a reasonable accommodation, or other matters related to a disability or the enforcement and application of this policy, should contact the superintendent of schools, 302 14<sup>th</sup> Street, Cloquet, MN 55720, 218-879-6721. This individual is the school district's appointed ADA/Section 504 coordinator.

**Legal References:** Minn. Stat. Ch. 363A (Minnesota Human Rights Act)  
 29 U.S.C. § 794 *et seq.* (Section 504 of the Rehabilitation Act of 1973)  
 42 U.S.C. § 12101 (Americans with Disabilities Act)  
 29 C.F.R. Part 32  
 34 C.F.R. Part 104

**Cross References:** MSBA/MASA Model Policy 413 (Harassment and Violence)  
 MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)

*Adopted:*     12/5/95

*Revised:*    12/5/95

## **403    DISCIPLINE, SUSPENSION, AND DISMISSAL OF SCHOOL DISTRICT EMPLOYEES**

### **I.     PURPOSE**

The purpose of this policy is to achieve effective operation of the school district's programs through the cooperation of all employees under a system of policies and rules applied fairly and uniformly.

### **II.    GENERAL STATEMENT OF POLICY**

The disciplinary process described herein is designed to utilize progressive steps, where appropriate, to produce positive corrective action. While the school district intends that in most cases progressive discipline will be administered, the specific form of discipline chosen in a particular case and/or the decision to impose discipline in a manner otherwise, is solely within the discretion of the school district.

### **III.   DISCIPLINE**

#### **A.     Violation of School Laws and Rules**

The form of discipline imposed for violations of school laws and rules may vary from an oral reprimand to termination of employment or discharge depending upon factors such as the nature of the violation, whether the violation was intentional, knowing and/or willful and whether the employee has been the subject of prior disciplinary action of the same or a different nature. School laws and rules to which this provision applies include:

1.     policies of the school district;
2.     directives and/or job requirements imposed by administration and/or the employee's supervisor; and
3.     federal, state, and local laws, rules and regulations, including, but not limited to, the rules and regulations adopted by federal and state agencies.

#### **B.     Substandard Performance**

An employee's substandard performance may result in the imposition of discipline ranging from an oral reprimand to termination of employment or discharge. In most instances, discipline imposed for the reason of substandard performance will follow a progressive format and will be accompanied by guidance, help and encouragement to improve from the employee's supervisor and reasonable time for correction of the employee's deficiency.

C. Misconduct

Misconduct of an employee will result in the imposition of discipline consistent with the seriousness of the misconduct. Conduct which falls into this category includes, but is not limited to:

1. unprofessional conduct;
2. failure to observe rules, regulations, policies and standards of the school district and/or directives and orders of supervisors and any other act of an insubordinate nature;
3. continuing neglect of duties in spite of oral warnings, written warnings and/or other forms of discipline;
4. personal and/or immoral misconduct;
5. use of illegal drugs, alcohol or any other chemical substance on the job or any use off the job which impacts on the employee's performance;
6. deliberate and serious violation of the rights and freedoms of other employees, students, parents or other persons in the school community;
7. activities of a criminal nature relating to the fitness or effectiveness of the employee to perform the duties of the position;
8. failure to follow the canons of professional and personal ethics;
9. falsification of credentials and experience;
10. unauthorized destruction of school district property;
11. other good and sufficient grounds relating to any other act constituting inappropriate conduct;
12. neglect of duty;
13. violation of the rights of others as provided by federal and state laws related to human rights.

**IV. FORMS OF DISCIPLINE**

A. The forms of discipline that may be imposed by the school district include, but are not limited to:

1. oral warning;
2. written warning or reprimand;

3. probation;
4. disciplinary suspension, demotion or leave of absence with pay;
5. disciplinary suspension, demotion or leave of absence without pay; and
6. dismissal/termination or discharge from employment.

B. Other forms of discipline, including any combination of the forms described in Paragraph A., above, may be imposed if, in the judgment of the administration, another form of discipline will better accomplish the school district's objective of stopping or correcting the offending conduct and improving the employee's performance.

## V. PROCEDURES FOR ADMINISTERING POLICY

A. When any form of discipline is imposed, the employee's supervisor will:

1. Advise the employee of any inadequacy, deficiency or conduct which is the cause of the discipline, either orally or in writing. If given orally, the supervisor will document the fact that an oral warning was given to the employee specifying the date, time, and nature of the oral warning.
2. Provide directives to the employee to correct the conduct or performance.
3. Forward copies of all writings to the administrator in charge of personnel for filing in the employee's personnel file.
4. Allow a reasonable period of time, when appropriate, for the employee to correct or remediate the performance or conduct.
5. Specify the expected level of performance or modification of conduct to be required from the employee.

B. The school district retains the right to immediately discipline, terminate, or discharge an employee as appropriate, subject to relevant governing law and collective bargaining agreements when applicable.

**Legal References:** Minn. Stat. § 122A.40 (Teachers – Employment; Contracts; Termination)  
Minn. Stat. § 122A.41 (Teacher Tenure Act; Cities of the First Class)  
Minn. Stat. § 122A.44 (Contracting with Teachers)  
Minn. Stat. § 122A.58 (Coaches)  
Minn. Stat. § 123B.02, Subd. 14 (Employees; Contracts for Services)  
Minn. Stat. § 123B.143 (Superintendent)  
Minn. Stat. § 123B.147 (Principals)  
Minn. Stat. § 197.46 *et seq.* (Veterans Preference Act)

**Cross References:** None

Adopted: 12/5/95

Revised: 4/23/96

## 408 SUBPOENA OF A SCHOOL DISTRICT EMPLOYEE

### I. PURPOSE

The purpose of this policy is to allow for the release from work of a school district employee in the case of jury summons or subpoena as a witness and to protect the privacy rights of school district employees and students under both state and federal law when requested to testify or provide educational records for a judicial or administrative proceeding.

### II. GENERAL STATEMENT OF POLICY

This policy is to provide guidance and direction for school district employees who may be summoned for jury duty, subpoenaed as a witness to testify and/or provide educational records for a judicial or administrative proceeding.

### III. DATA CLASSIFICATION

#### A. Educational Data

##### 1. State Law

The Minnesota Government Data Practices Act (MGDPA), Minnesota Statutes chapter 13, classifies all educational data, except for directory information as designated by the school district, as private data on individuals. The state statute provides that **private data on individuals may not be released, except pursuant to a valid court order or informed consent by the subject of the data or a parent if the subject of the data is a minor.**

##### 2. Federal Law

The Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, provides that educational data may not be released, except pursuant to informed consent by the individual subject of the data or any lawfully issued subpoena. Regulations promulgated under the federal law require that the school district must first make a reasonable effort to notify the parent of the student, or the student if the student is 18 years of age or older, of the subpoena in advance of releasing the information pursuant to the subpoena.

#### B. Personnel Data

The MGDPA, Minn. Stat. Ch. 13, also classifies all personnel data, except for certain data specifically classified as public, as private data on individuals. The state statute provides that **private data on individuals may not be released, except pursuant to a valid court order or informed consent by the subject of the data.**

data.

**IV. JURY SUMMONS OR SUBPOENA AS A WITNESS**

- A. It is the position of the Cloquet School Board and the school district that no employee shall be entitled to collect pay for jury service or as a witness in addition to the pay received from the school district.
- B. Salaried employees who receive pay for jury duty service or as a witness shall report the amount of that pay to the school district business manager and the amount will be deducted from the employee's regular salary.
- C. Hourly employees serving on jury duty or as a witness shall report the amount of that pay to the school district business manager and will be paid the difference in their customary hourly rate, less the fees paid for jury duty or as a witness service for that period of time they are required to be absent from their regular hours of employment.
- D. The school district will not incorporate the jury duty or as witness transportation reimbursement fees in the deduction from the employee's regular pay.
- E. All school district employees are expected to resume their normal working duties within a reasonable period of time (approximately 30 minutes) after being released from jury duty or as a witness on any given day.

**V. APPLICATION AND PROCEDURES**

- A. Any employee who receives a subpoena for any purpose related to employment is to inform the building administrator or designated supervisor when the employee receives the subpoena. The building administrator or designated supervisor shall immediately inform the superintendent that the employee has received a subpoena.
- B. No employee may release educational data, personnel data, or any other data of any kind without consultation in advance with the school district official who is designated as the authority responsible for the collection, use and dissemination of data.
- C. Payment for attendance at judicial or administrative proceedings and the retention of witness and mileage fees is to be determined in accordance with the applicable school board policies and collective bargaining agreements.
- D. The administration shall not release any information except in strict compliance with state and federal law and this policy. Recognizing that an unauthorized release may expose the school district or its employees to civil or criminal penalties or loss of employment, the administration shall confer with school district legal counsel prior to release of such data.

**Legal References:** Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)  
Minn. Rules 1205.0100, Subp. 5 (Minnesota Rules Regarding Data Practices)  
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)

**Cross References:** MSBA/MASA Model Policy 211 (Criminal or Civil Action Against School District, School Board Member, Employee, or Student)  
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)  
MSBA Law Bulletin “I” (School Records – Privacy – Access to Data)

Adopted: 3/9/20, 10/22/18, 12/5/95

Revised: 10/26/2020, 3/9/20, 10/22/18, 10/28/86

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

**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.
- 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 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 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 Indian is a person who is a member of an Indian tribe as defined under Minnesota law.
- C. 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.

## **V. VAPING PREVENTION**

- 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.

## **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.

**VI. 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. §§ 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:* 6/23/14, 2/14/11, 3/12/07

*Revised:* 6/23/14, 2/14/11, 3/12/07

## **514 BULLYING PROHIBITION POLICY**

### **I. PURPOSE**

A safe and civil environment is needed for students to learn and attain high academic standards and to promote healthy human relationships. Bullying, like other violent or disruptive behavior, is conduct that interferes with a student's ability to learn and/or a teacher's ability to educate students in a safe environment. The school district cannot monitor the activities of students at all times and eliminate all incidents of bullying between students, particularly when students are not under the direct supervision of school personnel. However, to the extent such conduct affects the educational environment of the school district and the rights and welfare of its students and is within the control of the school district in its normal operations, the school district intends to prevent bullying and to take action to investigate, respond to, and to remediate and discipline for those acts of bullying which have not been successfully prevented. The purpose of this policy is to assist the school district in its goal of preventing and responding to acts of bullying, intimidation, violence, reprisal, retaliation, and other similar disruptive and detrimental behavior.

### **II. GENERAL STATEMENT OF POLICY**

- A. An act of bullying, by either an individual student or a group of students, is expressly prohibited on school premises, on school district property, at school functions or activities, or on school transportation. 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 or other prohibited conduct that interferes with or obstructs the mission or operations of the school district or the safety or welfare of the student or other students, or materially and substantially interferes with a student's educational opportunities or performance or ability to participate in school functions or activities or receive school benefits, services, or privileges. This policy also applies to an act of cyberbullying regardless of whether such act is committed on or off school district property and/or with or without the use of school district resources.
- B. No teacher, administrator, volunteer, contractor, or other employee of the school district shall permit, condone, or tolerate bullying.
- C. Apparent permission or consent by a student being bullied does not lessen or negate the prohibitions contained in this policy.
- D. Retaliation against a victim, good faith reporter, or a witness of bullying is prohibited.
- E. False accusations or reports of bullying against another student are prohibited.

F. A person who engages in an act of bullying, reprisal, retaliation, or false reporting of bullying or permits, condones, or tolerates bullying shall be subject to discipline or other remedial responses for that act in accordance with the school district’s policies and procedures, including the school district’s discipline policy (See Policy 506). The school district may take into account the following factors:

1. The developmental ages and maturity levels of the parties involved;
2. The levels of harm, surrounding circumstances, and nature of the behavior;
3. Past incidences or past or continuing patterns of behavior;
4. The relationship between the parties involved; and
5. The context in which the alleged incidents occurred.

Consequences for students who commit prohibited acts of bullying may range from remedial responses or positive behavioral interventions up to and including suspension and/or expulsion. The school district shall employ research-based developmentally appropriate best practices that include preventative and remedial measures and effective discipline for deterring violations of this policy, apply throughout the school district, and foster student, parent, and community participation.

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

Consequences for other individuals engaging in prohibited acts of bullying may include, but not be limited to, exclusion from school district property and events.

G. The school district will act to investigate all complaints of bullying reported to the school district 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

For purposes of this policy, the definitions included in this section apply.

A. “Bullying” means intimidating, threatening, abusive, or harming conduct that is objectively offensive and:

1. An actual or perceived imbalance of power exists between the student engaging in the prohibited conduct and the target of the prohibited conduct, and the conduct is repeated or forms a pattern; or

2. Materially and substantially interferes with a student's educational opportunities or performance or ability to participate in school functions or activities or receive school benefits, services, or privileges.

The term, "bullying," specifically includes cyberbullying as defined in this policy.

- B. "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. The term applies to prohibited conduct which occurs on school premises, on school district property, at school functions or activities, on school transportation, or on school computers, networks, forums, and mailing lists, or off school premises to the extent that it substantially and materially disrupts student learning or the school environment.
- C. "Immediately" means as soon as possible but in no event longer than 24 hours.
- D. "Intimidating, threatening, abusive, or harming conduct" means, but is not limited to, conduct that does the following:
  1. Causes physical harm to a student or a student's property or causes a student to be in reasonable fear of harm to person or property;
  2. Under Minnesota common law, violates a student's reasonable expectation of privacy, defames a student, or constitutes intentional infliction of emotional distress against a student; or
  3. Is directed at any student or students, including those based on a person's actual or perceived race, ethnicity, color, creed, religion, national origin, immigration status, sex, marital status, familial status, socioeconomic status, physical appearance, sexual orientation including gender identity and expression, academic status related to student performance, disability, or status with regard to public assistance, age, or any additional characteristic defined in the Minnesota Human Rights Act (MHRA). However, prohibited conduct need not be based on any particular characteristic defined in this paragraph or the MHRA.
- E. "On school premises, on school district property, 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 bullying at these locations and events, the school district does not represent that it will provide supervision or assume liability at these locations and events.

- F. “Prohibited conduct” means bullying or cyberbullying as defined in this policy or retaliation or reprisal for asserting, alleging, reporting, or providing information about such conduct or knowingly making a false report about bullying.
- G. “Remedial response” means a measure to stop and correct prohibited conduct, prevent prohibited conduct from recurring, and protect, support, and intervene on behalf of a student who is the target or victim of prohibited conduct.
- H. “Student” means a student enrolled in a public school or a charter school.

#### IV. REPORTING PROCEDURE

- A. Any person who believes he or she has been the target or victim of bullying or any person with knowledge or belief of conduct that may constitute bullying or prohibited conduct under this policy shall report the alleged acts immediately to an appropriate school district official designated by this policy. A person may report bullying anonymously. However, the school district may not rely solely on an anonymous report to determine discipline or other remedial responses.
- B. The school district encourages the reporting party or complainant to use the report form available from the principal or building supervisor of each building or available in the school district office, but oral reports shall be considered complaints as well.
- C. The building principal, the principal’s designee, or the building supervisor (hereinafter the “building report taker”) is the person responsible for receiving reports of bullying or other prohibited conduct at the building level. Any person may report bullying or other prohibited conduct directly to a school district human rights officer or 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 the primary contact on policy and procedural matters. The building report taker or a third party designated by the school district shall be responsible for the investigation. The building report taker shall provide information about available community resources to the target or victim of the bullying or other prohibited conduct, the perpetrator, and other affected individuals as appropriate.

- D. A teacher, school administrator, volunteer, contractor, or other school employee shall be particularly alert to possible situations, circumstances, or events that might include bullying. Any such person who witnesses, observes, receives a report of, or has other knowledge or belief of conduct that may constitute bullying or other prohibited conduct shall make reasonable efforts to address and resolve the bullying or prohibited conduct and shall inform the building report taker immediately. School district personnel who fail to inform the building report taker of conduct that may constitute bullying or other prohibited conduct or who fail to

make reasonable efforts to address and resolve the bullying or prohibited conduct in a timely manner may be subject to disciplinary action.

- E. Reports of bullying or other prohibited conduct 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 bullying and the record of any resulting investigation.
- F. Submission of a good faith complaint or report of bullying or other prohibited conduct will not affect the complainant's or reporter's future employment, grades, work assignments, or educational or work environment.
- G. 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 obligation to investigate, take appropriate action, and comply with any legal disclosure obligations.

## **V. SCHOOL DISTRICT ACTION**

- A. Within three days of the receipt of a complaint or report of bullying or other prohibited conduct, the school district shall undertake or authorize an investigation by the building report taker 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 bullying or other prohibited conduct, the complainant, the reporter, and students or others, pending completion of an investigation of the bullying or other prohibited conduct, consistent with applicable law.
- C. The alleged perpetrator of the bullying or other prohibited conduct 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 that bullying or other prohibited conduct 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 conduct. Remedial responses to the bullying or other prohibited conduct shall be tailored to the particular incident and nature of the conduct and shall take into account the factors specified in Section II.F. of this policy. 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; the student discipline policy (See School District Policy 506) and other applicable school district policies; and applicable 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 of bullying or other prohibited conduct and the parent(s) or guardian(s) of alleged perpetrators of bullying or other prohibited conduct who have been involved in a reported and confirmed bullying incident of the remedial or disciplinary action taken, to the extent permitted by law.
- F. In order to prevent or respond to bullying or other prohibited conduct committed by or directed against a child with a disability, the school district shall, when 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 bullying or other prohibited conduct.

## **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 bullying or prohibited conduct, who provides information about bullying or prohibited conduct, who testifies, assists, or participates in an investigation of alleged bullying or prohibited conduct, or who testifies, assists, or participates in a proceeding or hearing relating to such bullying or prohibited conduct. 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 and shall take into account the factors specified in Section II.F. of this policy.

## **VII. TRAINING AND EDUCATION**

- A. The school district shall discuss this policy with school personnel and volunteers and provide appropriate training to school district personnel regarding this policy. The school district shall establish a training cycle for school personnel to occur during a period not to exceed every three school years. Newly employed school personnel must receive the training within the first year of their employment with the school district. The school district or a school administrator may accelerate the training cycle or provide additional training based on a particular need or circumstance. A summary of this policy shall be included in employee handbooks, training materials, and publications on school rules, procedures, and standards of conduct, which materials shall also be used to publicize this policy.
- B. The school district shall require ongoing professional development, consistent with Minnesota Statutes section 122A.60, to build the skills of all school personnel who regularly interact with students to identify, prevent, and appropriately address bullying and

other prohibited conduct. Such professional development includes, but is not limited to, the following:

1. Developmentally appropriate strategies both to prevent and to immediately and effectively intervene to stop prohibited conduct;
  2. The complex dynamics affecting a perpetrator, target, and witnesses to prohibited conduct;
  3. Research on prohibited conduct, including specific categories of students at risk for perpetrating or being the target or victim of bullying or other prohibited conduct in school;
  4. The incidence and nature of cyberbullying; and
  5. Internet safety and cyberbullying.
- C. The school district annually will provide education and information to students regarding bullying, including information regarding this school district policy prohibiting bullying, the harmful effects of bullying, and other applicable initiatives to prevent bullying and other prohibited conduct.
- D. The administration of the school district is directed to implement programs and other initiatives to prevent bullying, to respond to bullying in a manner that does not stigmatize the target or victim, and to make resources or referrals to resources available to targets or victims of bullying.
- E. The administration is encouraged to provide developmentally appropriate instruction and is directed to review programmatic instruction to determine if adjustments are necessary to help students identify and prevent or reduce bullying and other prohibited conduct, to value diversity in school and society, to develop and improve students' knowledge and skills for solving problems, managing conflict, engaging in civil discourse, and recognizing, responding to, and reporting bullying or other prohibited conduct, and to make effective prevention and intervention programs available to students.

The administration must establish strategies for creating a positive school climate and use evidence-based social-emotional learning to prevent and reduce discrimination and other improper conduct.

The administration is encouraged, to the extent practicable, to take such actions as it may deem appropriate to accomplish the following:

1. Engage all students in creating a safe and supportive school environment;
2. Partner with parents and other community members to develop and implement prevention and intervention programs;

3. Engage all students and adults in integrating education, intervention, and other remedial responses into the school environment;
  4. Train student bystanders to intervene in and report incidents of bullying and other prohibited conduct to the schools' primary contact person;
  5. Teach students to advocate for themselves and others;
  6. Prevent inappropriate referrals to special education of students who may engage in bullying or other prohibited conduct; and
  7. Foster student collaborations that, in turn, foster a safe and supportive school climate.
- F. The school district may implement violence prevention and character development education programs to prevent or reduce policy violations. Such programs may offer instruction on character education including, but not limited to, character qualities such as attentiveness, truthfulness, respect for authority, diligence, gratefulness, self-discipline, patience, forgiveness, respect for others, peacemaking, and resourcefulness.
- G. The school district shall inform affected students and their parents of rights they may have under state and federal data practices laws to obtain access to data related to an incident and their right to contest the accuracy or completeness of the data. The school district may accomplish this requirement by inclusion of all or applicable parts of its protection and privacy of pupil records policy (See School District Policy 515) in the student handbook.

## VIII. NOTICE

- A. The school district will give annual notice of this policy to students, parents or guardians, and staff, and a summary of this policy shall appear in the student handbook.
- B. This policy or a summary thereof must be conspicuously posted in the administrative offices of the school district and the office of each school.
- C. This policy must be given to each school employee and independent contractor who regularly interacts with students at the time of initial employment with the school district.
- D. Notice of the rights and responsibilities of students and their parents under this policy must be included in the student discipline policy (See Policy 506) distributed to parents at the beginning of each school year.
- E. This policy shall be available to all parents and other school community members in an electronic format in the language appearing on the school district's or a school's website.
- F. The school district shall provide an electronic copy of its most recently amended policy to the Commissioner of Education.

**IX. POLICY REVIEW**

To the extent practicable, the school board shall, on a cycle consistent with other school district policies, review and revise this policy. The policy shall be made consistent with Minn. Stat. § 121A.031 and other applicable law. Revisions shall be made in consultation with students, parents, and community organizations.

**Legal References:** Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)  
 Minn. Stat. § 120A.05, Subds. 9, 11, 13, and 17 (Definition of Public School)  
 Minn. Stat. § 120B.232 (Character Development Education)  
 Minn. Stat. § 121A.03 (Sexual, Religious and Racial Harassment and Violence)  
 Minn. Stat. § 121A.031 (School Student Bullying Policy)  
 Minn. Stat. § 121A.0311 (Notice of 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)  
 Minn. Stat. Ch. 124E (Charter School)  
 Minn. Stat. Ch. 363A (Minnesota Human Rights Act)  
 20 U.S.C. § 1232g *et seq.* (Family Educational Rights and Privacy Act)  
 34 C.F.R. §§ 99.1 - 99.67 (Family Educational Rights and Privacy)

**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 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)  
 MSBA/MASA Model Policy 415 (Mandated Reporting of Maltreatment of Vulnerable Adults)  
 MSBA/MASA Model Policy 423 (Employee-Student Relationships)  
 MSBA/MASA Model Policy 501 (School Weapons Policy)  
 MSBA/MASA Model Policy 506 (Student Discipline)  
 MSBA/MASA Model Policy 507 (Corporal Punishment)  
 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 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 529 (Staff Notification of Violent Behavior by Students)  
 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:* 3/9/20, 2/24/20, 6/10/19, 4/22/19

*Revised:* 10/26/2020, 3/9/20, 2/24/20, 6/10/19, 4/22/19

## **516 STUDENT MEDICATION**

### **I. PURPOSE**

The purpose of this policy is to set forth the provisions that must be followed when administering nonemergency prescription medication to students at school.

### **II. GENERAL STATEMENT OF POLICY**

The school district acknowledges that some students may require prescription and nonprescription medication during the school day. In such cases, medication may be administered by the licensed school nurse, trained health services employee or other employee to whom the licensed school nurse designates this responsibility.

### **III. REQUIREMENTS**

- A. The administration of prescription and nonprescription medication or drugs at school requires a completed signed request from the student's parent and written order of a licensed practitioner or physician. An oral request must be reduced to writing within two school days, provided that the school district may rely on an oral request until a written request is received.
- B. A Cloquet Public Schools Medication Administration Authorization form must be completed annually (once per school year) and/or when a change in the prescription or requirements for administration occurs. Prescription medication as used in this policy does not include any form of medical cannabis as defined in Minn. Stat. § 152.22, Subd. 6.
- C. Prescription medication must come to school in the original container labeled for the student by a pharmacist in accordance with law and must be administered in a manner consistent with the instructions on the label.
- D. The school nurse may request to receive further information about the prescription, if needed, prior to administration of the substance.
- E. Prescription medications are not to be carried by the student but will be left with the appropriate school district personnel. Exceptions to this requirement are prescription asthma medications self-administered with an inhaler (See Part J.5. below), and medications administered as noted in a written agreement between the school district and the parent or as specified in an IEP (individualized education program), Section 504 plan, or IHP (individual health plan).

- F. The school must be notified immediately by the parent or student 18 years old or older in writing of any change in the student's prescription medication administration. A new medical authorization or container label with new pharmacy instructions shall be required immediately as well.
- G. For drugs or medicine used by children with a disability, administration may be as provided in the IEP, Section 504 plan or IHP.
- H. The school nurse, or other designated person, shall be responsible for the filing of the Administering Prescription Medications form in the health records section of the student file. The school nurse, or other designated person, shall be responsible for providing a copy of such form to the principal and to other personnel designated to administer the medication.
- I. Procedures for administration of drugs and medicine at school and school activities shall be developed in consultation with a school nurse, a licensed school nurse, or a public or private health organization or other appropriate party (if appropriately contracted by the school district under Minnesota Statutes section 121A.21). The school district administration shall submit these procedures and any additional guidelines and procedures necessary to implement this policy to the school board for approval. Upon approval by the school board, such guidelines and procedures shall be an addendum to this policy.
- J. If the administration of a drug or medication described in this section requires the school district to store the drug or medication, the parent or legal guardian must inform the school if the drug or medication is a controlled substance. For a drug or medication that is not a controlled substance, the request must include a provision designating the school district as an authorized entity to transport the drug or medication for the purpose of destruction if any unused drug or medication remains in the possession of school personnel. For a drug or medication that is a controlled substance, the request must specify that the parent or legal guardian is required to retrieve the drug or controlled substance when requests by the school.
- K. Specific Exceptions:
1. Special health treatments and health functions such as catheterization, tracheostomy suctioning, and gastrostomy feedings do not constitute administration of drugs and medicine.
  2. Emergency health procedures, including emergency administration of drugs and medicine are not subject to this policy.
  3. Drugs or medicine provided or administered by a public health agency to prevent or control an illness or a disease outbreak are not governed by this policy.
  4. Drugs or medicines used at school in connection with services for which a minor may give effective consent are not governed by this policy.

5. Drugs or medicines that are prescription asthma or reactive airway disease medications can be self-administered by a student with an asthma inhaler if:
  - a. the school district has received a written authorization from the pupil's parent permitting the student to self-administer the medication.
  - b. the inhaler is properly labeled for that student; and
  - c. the parent has not requested school personnel to administer the medication to the student.

The parent must submit written authorization for the student to self-administer the medication each school year. In a school that does not have a school nurse or school nursing services, the student's parent or guardian must submit written verification

from the prescribing professional which documents that an assessment of the student's knowledge and skills to safely possess and use an asthma inhaler in a school setting has been completed.

If the school district employs a school nurse or provides school nursing services under another arrangement, the school nurse or other appropriate party must assess the student's knowledge and skills to safely possess and use an asthma inhaler in a school setting and enter into the student's school health record a plan to implement safe possession and use of asthma inhalers;

6. Medications:
  - a. that are used off school grounds.
  - b. that are used in connection with athletics or extracurricular activities; or
  - c. that are used in connection with activities that occur before or after the regular school day are not governed by this policy.
7. Nonprescription Medication. A secondary student may possess and use nonprescription pain relief in a manner consistent with the labeling, if the school district has received written authorization from the student's parent or guardian permitting the student to self-administer the medication. The parent or guardian must submit written authorization for the student to self-administer the medication each school year. The school district may revoke a student's privilege to possess and use nonprescription pain relievers if the school district determines that the student is abusing the privilege. This provision does not apply to the possession or use of any drug or product containing ephedrine or pseudoephedrine as its sole active ingredient or as one of its active ingredients. Except as stated in this paragraph, only prescription medications are governed by this policy.
8. At the start of each school year or at the time a student enrolls in school, whichever

is first, a student’s parent, school staff, including those responsible for student

health care, and the prescribing medical professional must develop and implement an individualized written health plan for a student who is prescribed epinephrine auto-injectors that enables the student to:

- a. Possess epinephrine auto-injectors; or
- b. If the parent and prescribing medical professional determine the student is unable to possess the epinephrine, have immediate access to epinephrine auto-injectors in close proximity to the student at all times during the instructional day.

The plan must designate the school staff responsible for implementing the student’s health plan, including recognizing anaphylaxis and administering epinephrine auto-injectors when required, consistent with state law. This health plan may be included in a student’s § 504 plan.

- 9. A student may possess and apply a topical sunscreen product during the school day while on school property or at a school-sponsored event without a prescription, physician’s note, or other documentation from a licensed health care professional. School personnel are not required to provide sunscreen or assist students in applying sunscreen.

L. “Parent” for students 18 years old or older is the student.

M. Districts and schools may obtain and possess epinephrine auto-injectors to be maintained and administered by school personnel to a student or other individual if, in good faith, it is determined that person is experiencing anaphylaxis regardless of whether the student or other individual has a prescription for an epinephrine auto-injector. The administration of an epinephrine auto-injector in accordance with this section is not the practice of medicine.

A district or school may enter into arrangements with manufacturers of epinephrine auto-injectors to obtain epinephrine auto-injectors at fair-market, free, or reduced prices. A third party, other than a manufacturer or supplier, may pay for a school’s supply of epinephrine auto-injectors.

N. Procedures regarding unclaimed drugs or medications.

- 1. The school district has adopted the following procedure for the collection and transport of any unclaimed or abandoned prescription drugs or medications remaining in the possession of school personnel in accordance with this policy. Before the transportation of any prescription drug or medication under this policy, the school district shall make a reasonable attempt to return the unused prescription drug or medication to the student’s parent or legal guardian. Transportation of unclaimed or unused prescription drugs or medications will occur at least annually but may occur more frequently at the discretion of the

school district.

2. If the unclaimed or abandoned prescription drug is not a controlled substance as defined under Minnesota Statutes section 152.01, subdivision 4, or is an over-the-counter medication, the school district will either designate an individual who shall be responsible for transporting the drug or medication to a designated drop-off box or collection site or request that a law enforcement agency transport the drug or medication to a drop-off box or collection site on behalf of the school district.
3. If the unclaimed or abandoned prescription drug is a controlled substance as defined in Minnesota Statutes section 152.01, subdivision 4, the school district or school personnel is prohibited from transporting the prescription drug to a drop-off location or collection site for prescription drugs identified under this paragraph. The school district must request that a law enforcement agency transport the prescription drugs or medication to a collection bin that complies with Drug Enforcement Agency regulations, or if the site is not available, under the agency's procedure for transporting drugs.

**Legal References:** Minn. Stat. § 13.32 (Student Health Data)  
 Minn. Stat. § 121A.21 (Hiring of Health Personnel)  
 Minn. Stat. § 121A.22 (Administration of Drugs and Medicine)  
 Minn. Stat. § 121A.2205 (Possession and Use of Epinephrine Auto-Injectors; Model Policy)  
 Minn. Stat. § 121A.2207 (Life-Threatening Allergies in Schools; Stock Supply of Epinephrine Auto-Injectors)  
 Minn. Stat. § 121A.221 (Possession and Use of Asthma Inhalers by Asthmatic Students)  
 Minn. Stat. § 121A.222 (Possession and Use of Nonprescription Pain Relievers by Secondary Students)  
 Minn. Stat. § 121A.223 (Possession and Use of Sunscreen)  
 Minn. Stat. § 151.212 (Label of Prescription Drug Containers)  
 Minn. Stat. § 152.01 (Definitions)  
 Minn. Stat. § 152.22 (Medical Cannabis; Definitions)  
 Minn. Stat. § 152.23 (Medical Cannabis; Limitations)  
 20 U.S.C. § 1400 *et seq.* (Individuals with Disabilities Education Improvement Act of 2004)  
 29 U.S.C. § 794 *et seq.* (Rehabilitation Act of 1973, § 504)

**Cross References:** MSBA/MASA Model Policy 418 (Drug-Free Workplace/Drug-Free School)

Adopted: 4/10/10, 10/27/08, 12/5/95

Revised: 10/22/12, 4/12/10, 10/27/08

## **404 EMPLOYMENT BACKGROUND CHECKS**

### **I. PURPOSE**

The purpose of this policy is to maintain a safe and healthful environment in the school district in order to promote the physical, social, and psychological well-being of its students. To that end, the school district will seek a criminal history background check for applicants who receive an offer of employment with the school district and on all individuals, except enrolled student volunteers, who are offered the opportunity to provide athletic coaching services or other extra-curricular academic coaching services to the School District, regardless of whether any compensation is paid or such other background checks as provided by this policy. The school district may also elect to do background checks on volunteers, independent contractors, **community education personnel**, and student employees in the school district.

### **II. GENERAL STATEMENT OF POLICY**

- A. The school district shall require that applicants for school district positions who receive an offer of employment and all individuals, except enrolled student volunteers, who are offered the opportunity to provide athletic coaching services or other extra-curricular academic coaching services to the school district, regardless of whether any compensation is paid, submit to a criminal history background check at their expense. The offer of employment shall be conditioned upon a determination by the school district that an individual's criminal history does not preclude the individual from employment with the school district.
- B. The school district specifically reserves any and all rights it may have to conduct background checks regarding current employees or applicants, or service providers without the consent of such individuals.
- C. Adherence to this policy by the school district shall in no way limit the school district's right to require additional information, or to use procedures currently in place or other procedures to gain additional background information concerning employees, applicants and volunteers, service providers, independent contractors and student employees.

### **III. PROCEDURES**

- A. Normally an individual will not commence employment or provide services until the school district receives the results of the criminal history background check. The school district may conditionally hire an applicant or allow an individual to provide services pending completion of the background check, but shall notify the individual that the individual's employment or opportunity to provide services may be terminated based on the result of the background check. Background checks will be performed by the Minnesota Bureau of Criminal Apprehension (hereinafter "the BCA") **or a service**

**which is approved by the BCA.** The school district reserves the right to also have criminal history background checks conducted by other organizations or agencies.

- B. In order for an individual to be eligible for employment or to provide athletic coaching services or other extra-curricular academic coaching services to the school district, except for an enrolled student volunteer, the individual must sign a criminal history consent form, which provides permission for the school district to conduct a criminal history background check, and provide a money order or check payable to either the BCA or to the school district, at the election of the school district, in an amount equal to the actual cost to the BCA and/or the school district of conducting the criminal history background check. If the individual fails to provide the school district with a signed Informed Consent Form and fee at the time the individual receives a job offer, or permission to provide services, the individual will be considered to have voluntarily withdrawn the application for employment or request to provide services.
- C. The school district, in its discretion, may elect not to request a criminal history background check on an individual who holds an initial entrance license issued by the state board of teaching or the commissioner of education within the 12 months preceding an offer of employment or permission to provide services.
- D. The school district may use the results of a criminal background check conducted at the request of another school hiring authority if:
1. The results of the criminal background check are on file with the other school hiring authority or otherwise accessible;
  2. The other school hiring authority conducted a criminal background check within the previous 12 months;
  3. The applicant executes a written consent form giving the school district access to the results of the check; and
  4. There is no reason to believe that the applicant has committed an act subsequent to the check that would disqualify the individual for employment or provision of services.
- E. For all non-state residents who are offered employment with or the opportunity to provide athletic coaching services or other extra-curricular academic coaching services to the school district, the school district shall request a criminal history background check on such applicants from the superintendent of the BCA and from the government agency performing the same function in the resident state, or if no government entity performs the same function in the resident state, from the Federal Bureau of Investigation. **The district may have another service approved by the BCA to do the background check.** The offer of employment or the opportunity to provide services shall be conditioned upon a determination by the school district that an individual's criminal history does not preclude the individual from employment with, or provision of services to, the school district. Such applicants must provide an executed criminal history consent form. The District may require a money order, check, or other negotiable instrument payable to the school district

in an amount equal to the actual cost to the government agencies and the school district of conducting the criminal history background check.

- F. When required, applicants must provide fingerprints to assist in a criminal history background check. If the fingerprints provided by the individual are unusable, the applicant will be required to submit another set of prints. G. Copies of this policy shall be available in the school district's employment office and will be distributed to applicants for employment and individuals who are offered the opportunity to provide athletic coaching services or other extra-curricular academic coaching services upon request. The need to submit to a criminal history background check may be included with the basic criteria for employment or provision of services in the position posting and position advertisements.
- H. The individual will be informed of the results of the criminal background check(s) to the extent required by law.
- I. If the criminal history background check precludes employment with, or provision of services to, the school district, the individual will be so advised.
- J. The school district may apply these procedures to volunteers, independent contractors or student employees as though they were applicants for employment.
- K. At the beginning of each school year or when a student enrolls, the school district will notify parents and guardians about this policy and identify those positions subject to a background check and the extent of the school district's discretion in requiring a background check. The school district may include this notice in its student handbook, a school policy guide, or other similar communication. A form notice for this purpose is included with this policy.

#### IV. CRIMINAL HISTORY CONSENT

Consent for a criminal history background check will be included with online application or hard copy is available at the central office.

**Legal References:** Minn. Stat. § 13.04, Subd. 4 (Inaccurate or Incomplete Data)  
 Minn. Stat. § 13.87, Subd. 1 (Criminal History Data)  
 Minn. Stat. § 123B.03 (Background Check)  
 Minn. Stat. §§ 299C.60-299C.64 (Minnesota Child Protection Background Check Act)  
 Minn. Stat. § 364.09(b) (Exception for School Districts)



# Confidential Student Maltreatment Reporting Form

Date submitted: \_\_\_\_\_ SMP File # \_\_\_\_\_ (MDE staff use only)

## REPORTER (Reporter is confidential under Minnesota Statutes, section 260E.)

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Email: \_\_\_\_\_ Mandated Reporter:  Yes  No

## SCHOOL INFORMATION (Current Enrollment Location of Alleged Victim)

ISD#: \_\_\_\_\_ School District: \_\_\_\_\_ School/ Program Name: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Principal/Director: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Transportation Company Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_

## ALLEGED VICTIM

Name: \_\_\_\_\_ Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Male  Female  DOB: \_\_\_\_\_ Grade: \_\_\_\_\_ Race/Ethnicity: \_\_\_\_\_

Receives Special Education Services:  Yes  No Primary Disability Category: \_\_\_\_\_

Alleged Victim is over the age of 18:  Yes  No (If over 18, please provide the following contact information)

Alleged Victim Phone: \_\_\_\_\_ Alleged Victim Email: \_\_\_\_\_

Alleged Victim has a legal guardian:  Yes  No

Parent/Guardian 1: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Parent/Guardian 2: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Minnesota Department of Education  
Student Maltreatment Program  
1500 Highway 36 West, Roseville, MN 55113-4266  
Reporting Line: 651-582-8546  
Fax: 651-797-1601  
Email: [mde.student-maltreatment@state.mn.us](mailto:mde.student-maltreatment@state.mn.us)

**ALLEGED OFFENDER**

Name: \_\_\_\_\_ Position: \_\_\_\_\_ DOB: \_\_\_\_\_ Male  Female

Home Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Email: \_\_\_\_\_

Race/Ethnicity: \_\_\_\_\_ Phone: \_\_\_\_\_ Alternate Phone: \_\_\_\_\_

Licensed:  Yes  No

If licensed, name of licensing board(s): \_\_\_\_\_ License/Folder # \_\_\_\_\_

**INCIDENT**

Date: \_\_\_\_\_ Time: \_\_\_\_\_ Setting (i.e. Bus, Classroom): \_\_\_\_\_

Location and Address (if different than enrolled school): \_\_\_\_\_

Witness \_\_\_\_\_ Phone: \_\_\_\_\_

Witness \_\_\_\_\_ Phone: \_\_\_\_\_

Police Notified:  Yes  No Police Department: \_\_\_\_\_

Police Contact: \_\_\_\_\_ Phone: \_\_\_\_\_ Case #: \_\_\_\_\_

**Alleged Maltreatment:** Physical Abuse  Sexual Abuse  Neglect  Unknown

Injury:  Yes  No

**Description of Incident and Injury:** (please attach additional documentation, if needed)

Adopted: \_\_\_\_\_

Revised: \_\_\_\_\_

**403.1 DISCIPLINARY RULES AND CODE OF CONDUCT FOR ISD #94 EMPLOYEES AND/OR CONTRACTORS**

**INTRODUCTION**

The Disciplinary Rules and code of conduct provides guidance on the standards of behavior that the Cloquet School District expects of its employees and contractors. Breach of the rules may result in disciplinary sanction, consideration of employment termination, or consideration of revoking or not continuing a contractual relationship, so it is important that all employees and contractors carefully read these rules. The District realizes that the vast majority of employees and contractors usually follow this code anyway, so this policy will just make sure that the District is clear about its expectations. The following code of conduct is for all employees and contractors of the Cloquet School District.

**CODE OF CONDUCT FOR EMPLOYEES**

If there are any points that you do not understand then you should ask your supervisor or District administration.

**EQUAL OPPORTUNITIES**

- The School District has an equal opportunity and diversity policy and is committed to eliminating discrimination and will at all times seek not to discriminate directly or indirectly through applying conditions or requirements which cannot be shown to be justified.
- Unlawful discrimination will make employees liable to disciplinary action.

**HEALTH AND SAFETY**

- At all times you must conduct yourself in such a way that you do not create a potential risk or injury or danger to yourself or anyone else.
- You must comply with the procedure for reporting an accident. If you are uncertain about what to do you should seek advice from your manager.
- Where there are specific safety rules that have been clearly indicated to you, you must comply with them at all times.
- You must maintain general hygiene standards. However, if you work with food you also must follow specific hygiene rules which will be clearly indicated to you.
- Where safety clothing or equipment is necessary to carry out a particular job you must use this at all times doing the job.

**SMOKING**

- The School District buildings are smoke free and you must not smoke within any School District building.

**GENERAL CONDUCT**

- You will be expected to comply with reasonable management instructions and to observe any operational regulations of the School District.
- All employees will be expected to treat staff, colleagues, students and visitors with respect and not to misuse your authority. Disciplinary issues should be handled discretely whenever reasonably able to do so.
- Especially in the presence or hearing range of students or at a public meeting, you must not use language that would be considered to be swearing or derogatory name calling.
- You must not use abusive language with supervisors, staff members, colleagues, students, or visitors – name calling, swearing, being demeaning, and the like in any setting.
- You must not fight with or physically or verbally assault colleagues, supervisors, students or members of the public. If you or another person are physically assaulted you are permitted only to take appropriate and reasonable defensive action.
- You should not present yourself to work under the influence of alcohol or drugs. Where you are taking prescribed drugs which may affect your performance you must discuss this with your supervisor to assess the need to make temporary adaptations and adjustments to your work.
- You must complete work timesheets, claim forms, federal time sheets, and the like honestly and on time.

**OFFICIAL CONDUCT**

- You must not use your position at the School District for financial gain for yourself or another person.
- You must at all times comply with the School District's financial regulations.
- You must be aware that to accept a gift or gratuity from anyone who deals with or is seeking to deal with the School District can place you in a compromising position. You can accept a small gift of token value (i.e., calendar, pen, book) where to refuse would impair relationships, but you should politely refuse if the gift is substantial. Explain that you are not permitted to accept such a gift. If you are in any doubt you should discuss the matter with your supervisor.
- Hospitality can be accepted where it is reasonably incidental to the occasion and not extravagant. Examples of what might be acceptable include an offer of a drink after a visit, an invitation to attend a function as a representative of the School District. Examples of what would be considered unacceptable are accepting holidays, hotel accommodations, and theater tickets. If you are being offered hospitality or gifts you should ask yourself "could it be by accepting this I was open to the suggestion that I was being improperly influenced?" If you are in any doubt you should discuss this with your supervisor.
- You must not solicit gifts, gratuities or bribes.
- You must not accept bribes. If anyone attempts to bribe you, you must immediately report this to your manager.

**PROFESSIONAL CONDUCT**

- You are required to comply with any statutory or contractual obligations with regard to your work.
- You must not willfully neglect your work.
- You will be expected to comply with any provisions that may be required as a result of being a member of a professional body.
- Your conduct outside work must not conflict with your official conduct at work.
- You should dress appropriately for the position for which you are employed.

**PRIVATE WORK**

- Private work must not, in the view of the School District, conflict with or react detrimentally with the interests of the School District or impact upon the image of the School District.
- You must follow School District regulations or Collective Bargaining Agreements (CBAs) regarding the reporting of private work.

**ABSENCE AND TIME KEEPING**

- You should attend work as required and should report any unplanned absences to your supervisor.
- You must comply with annual leave as specified in district policies or applicable CBAs.

**MISUSE OF SCHOOL DISTRICT RESOURCES**

- You must not steal or misappropriate School District money, materials or equipment.
- You must not maliciously damage School District property or cause waste or loss of or damage to School District property by neglect.
- You must not use any School District facility for private purposes unless authorized.
- You can make personal telephone calls or use e-mail/internet provided this does not conflict with the satisfactory performance of your duties. All e-mail/internet use must be within the terms of the School District's policy.

**GROSS MISCONDUCT**

- Certain acts of misconduct are so serious that the appropriate penalty is summary dismissal – this is dismissal without notice or pay in lieu of notice. These acts are termed gross misconduct and are likely to include the following:
  - Theft, fraud and deliberate falsification of records.
  - Physical violence.
  - Bullying or harassment, including use of abusive or threatening language.
  - Unlawful discrimination.
  - Serious breach of the School District's equal opportunity and diversity policy.
  - Deliberate damage to property.

- o Bringing the School District into serious disrepute.
- o Incapacity while at work brought on by alcohol or illegal drugs.
- o Serious negligence which causes or might cause unacceptable loss, damage or injury.
- o Serious infringement of health and safety rules.
- o Breach of confidentiality (subject to the Public Interest Disclosure Act 1998).
- o These are examples and are neither exclusive nor exhaustive.

DELETED

*Adopted:* 3/9/20, 2/24/20, 6/10/19, 4/22/19

*Revised:* 10/26/2020, 3/9/20, 2/24/20, 6/10/19, 4/22/19

## **516 STUDENT MEDICATION**

### **I. PURPOSE**

The purpose of this policy is to set forth the provisions that must be followed when administering nonemergency prescription medication to students at school.

### **II. GENERAL STATEMENT OF POLICY**

The school district acknowledges that some students may require prescription and nonprescription medication during the school day. In such cases, medication may be administered by the licensed school nurse, trained health services employee or other employee to whom the licensed school nurse designates this responsibility.

### **III. REQUIREMENTS**

- A. The administration of prescription and nonprescription medication or drugs at school requires a completed signed request from the student's parent and written order of a licensed practitioner or physician. An oral request must be reduced to writing within two school days, provided that the school district may rely on an oral request until a written request is received.
- B. A Cloquet Public Schools Medication Administration Authorization form must be completed annually (once per school year) and/or when a change in the prescription or requirements for administration occurs. Prescription medication as used in this policy does not include any form of medical cannabis as defined in Minn. Stat. § 152.22, Subd. 6.
- C. Prescription medication must come to school in the original container labeled for the student by a pharmacist in accordance with law and must be administered in a manner consistent with the instructions on the label.
- D. The school nurse may request to receive further information about the prescription, if needed, prior to administration of the substance.
- E. Prescription medications are not to be carried by the student but will be left with the appropriate school district personnel. Exceptions to this requirement are prescription asthma medications self-administered with an inhaler (See Part J.5. below), and medications administered as noted in a written agreement between the school district and the parent or as specified in an IEP (individualized education program), Section 504 plan, or IHP (individual health plan).

- F. The school must be notified immediately by the parent or student 18 years old or older in writing of any change in the student's prescription medication administration. A new medical authorization or container label with new pharmacy instructions shall be required immediately as well.
- G. For drugs or medicine used by children with a disability, administration may be as provided in the IEP, Section 504 plan or IHP.
- H. The school nurse, or other designated person, shall be responsible for the filing of the Administering Prescription Medications form in the health records section of the student file. The school nurse, or other designated person, shall be responsible for providing a copy of such form to the principal and to other personnel designated to administer the medication.
- I. Procedures for administration of drugs and medicine at school and school activities shall be developed in consultation with a school nurse, a licensed school nurse, or a public or private health organization or other appropriate party (if appropriately contracted by the school district under Minnesota Statutes section 121A.21). The school district administration shall submit these procedures and any additional guidelines and procedures necessary to implement this policy to the school board for approval. Upon approval by the school board, such guidelines and procedures shall be an addendum to this policy.
- J. If the administration of a drug or medication described in this section requires the school district to store the drug or medication, the parent or legal guardian must inform the school if the drug or medication is a controlled substance. For a drug or medication that is not a controlled substance, the request must include a provision designating the school district as an authorized entity to transport the drug or medication for the purpose of destruction if any unused drug or medication remains in the possession of school personnel. For a drug or medication that is a controlled substance, the request must specify that the parent or legal guardian is required to retrieve the drug or controlled substance when requested by the school.
- K. Specific Exceptions:
1. Special health treatments and health functions such as catheterization, tracheostomy suctioning, and gastrostomy feedings do not constitute administration of drugs and medicine.
  2. Emergency health procedures, including emergency administration of drugs and medicine are not subject to this policy.
  3. Drugs or medicine provided or administered by a public health agency to prevent or control an illness or a disease outbreak are not governed by this policy.
  4. Drugs or medicines used at school in connection with services for which a minor may give effective consent are not governed by this policy.

5. Drugs or medicines that are prescription asthma or reactive airway disease medications can be self-administered by a student with an asthma inhaler if:
  - a. the school district has received a written authorization from the pupil's parent permitting the student to self-administer the medication.
  - b. the inhaler is properly labeled for that student; and
  - c. the parent has not requested school personnel to administer the medication to the student.

The parent must submit written authorization for the student to self-administer the medication each school year. In a school that does not have a school nurse or school nursing services, the student's parent or guardian must submit written verification

from the prescribing professional which documents that an assessment of the student's knowledge and skills to safely possess and use an asthma inhaler in a school setting has been completed.

If the school district employs a school nurse or provides school nursing services under another arrangement, the school nurse or other appropriate party must assess the student's knowledge and skills to safely possess and use an asthma inhaler in a school setting and enter into the student's school health record a plan to implement safe possession and use of asthma inhalers;

6. Medications:
  - a. that are used off school grounds.
  - b. that are used in connection with athletics or extracurricular activities; or
  - c. that are used in connection with activities that occur before or after the regular school day are not governed by this policy.
7. Nonprescription Medication. A secondary student may possess and use nonprescription pain relief in a manner consistent with the labeling, if the school district has received written authorization from the student's parent or guardian permitting the student to self-administer the medication. The parent or guardian must submit written authorization for the student to self-administer the medication each school year. The school district may revoke a student's privilege to possess and use nonprescription pain relievers if the school district determines that the student is abusing the privilege. This provision does not apply to the possession or use of any drug or product containing ephedrine or pseudoephedrine as its sole active ingredient or as one of its active ingredients. Except as stated in this paragraph, only prescription medications are governed by this policy.
8. At the start of each school year or at the time a student enrolls in school, whichever

is first, a student's parent, school staff, including those responsible for student

health care, and the prescribing medical professional must develop and implement an individualized written health plan for a student who is prescribed epinephrine auto-injectors that enables the student to:

- a. Possess epinephrine auto-injectors; or
- b. If the parent and prescribing medical professional determine the student is unable to possess the epinephrine, have immediate access to epinephrine auto-injectors in close proximity to the student at all times during the instructional day.

The plan must designate the school staff responsible for implementing the student's health plan, including recognizing anaphylaxis and administering epinephrine auto-injectors when required, consistent with state law. This health plan may be included in a student's § 504 plan.

9. A student may possess and apply a topical sunscreen product during the school day while on school property or at a school-sponsored event without a prescription, physician's note, or other documentation from a licensed health care professional. School personnel are not required to provide sunscreen or assist students in applying sunscreen.

L. "Parent" for students 18 years old or older is the student.

M. Districts and schools may obtain and possess epinephrine auto-injectors to be maintained and administered by school personnel to a student or other individual if, in good faith, it is determined that person is experiencing anaphylaxis regardless of whether the student or other individual has a prescription for an epinephrine auto-injector. The administration of an epinephrine auto-injector in accordance with this section is not the practice of medicine.

A district or school may enter into arrangements with manufacturers of epinephrine auto-injectors to obtain epinephrine auto-injectors at fair-market, free, or reduced prices. A third party, other than a manufacturer or supplier, may pay for a school's supply of epinephrine auto-injectors.

N. Procedures regarding unclaimed drugs or medications.

1. The school district has adopted the following procedure for the collection and transport of any unclaimed or abandoned prescription drugs or medications remaining in the possession of school personnel in accordance with this policy. Before the transportation of any prescription drug or medication under this policy, the school district shall make a reasonable attempt to return the unused prescription drug or medication to the student's parent or legal guardian. Transportation of unclaimed or unused prescription drugs or medications will occur at least annually but may occur more frequently at the discretion of the

school district.

2. If the unclaimed or abandoned prescription drug is not a controlled substance as defined under Minnesota Statutes section 152.01, subdivision 4, or is an over-the-counter medication, the school district will either designate an individual who shall be responsible for transporting the drug or medication to a designated drop-off box or collection site or request that a law enforcement agency transport the drug or medication to a drop-off box or collection site on behalf of the school district.
  
3. If the unclaimed or abandoned prescription drug is a controlled substance as defined in Minnesota Statutes section 152.01, subdivision 4, the school district or school personnel is prohibited from transporting the prescription drug to a drop-off location or collection site for prescription drugs identified under this paragraph. The school district must request that a law enforcement agency transport the prescription drugs or medication to a collection bin that complies with Drug Enforcement Agency regulations, or if the site is not available, under the agency's procedure for transporting drugs.

**Legal References:** Minn. Stat. § 13.32 (Student Health Data)  
 Minn. Stat. § 121A.21 (Hiring of Health Personnel)  
 Minn. Stat. § 121A.22 (Administration of Drugs and Medicine)  
 Minn. Stat. § 121A.2205 (Possession and Use of Epinephrine Auto-Injectors; Model Policy)  
 Minn. Stat. § 121A.2207 (Life-Threatening Allergies in Schools; Stock Supply of Epinephrine Auto-Injectors)  
 Minn. Stat. § 121A.221 (Possession and Use of Asthma Inhalers by Asthmatic Students)  
 Minn. Stat. § 121A.222 (Possession and Use of Nonprescription Pain Relievers by Secondary Students)  
 Minn. Stat. § 121A.223 (Possession and Use of Sunscreen)  
 Minn. Stat. § 151.212 (Label of Prescription Drug Containers)  
 Minn. Stat. § 152.01 (Definitions)  
 Minn. Stat. § 152.22 (Medical Cannabis; Definitions)  
 Minn. Stat. § 152.23 (Medical Cannabis; Limitations)  
 20 U.S.C. § 1400 *et seq.* (Individuals with Disabilities Education Improvement Act of 2004)  
 29 U.S.C. § 794 *et seq.* (Rehabilitation Act of 1973, § 504)

**Cross References:** MSBA/MASA Model Policy 418 (Drug-Free Workplace/Drug-Free School)

*Adopted:*        12/16/96

*Revised:*

**630 PARENTAL INVOLVEMENT IN EDUCATION, TITLE I LEA PROGRAMS  
(Renumbered from 613)**

**I. PURPOSE AND SCOPE**

The purpose of this policy is to encourage and facilitate parental participation in Title I LEA educational programs and experiences of students. The policy shall provide the framework for organized, systematic, ongoing, informed and timely parent involvement in relation to decisions about the Title I services within the school district. The involvement of parents by the school district shall be directed toward both public and private school children whose parents are school district residents or whose children attend school within the boundaries of the school district.

**II. GENERAL STATEMENT OF POLICY**

The school board affirmatively invites parental participation in all aspects of Title I LEA educational programming for the students of the community. The school board welcomes parental involvement at all levels of the educational process. In keeping with this policy:

- A. The administration shall develop a plan to facilitate and encourage the involvement of parents in educational processes.
- B. The administration shall review its plan for encouraging parental involvement in educational processes on an annual basis.
- C. The administration shall develop procedures for the involvement of parents of participating public and private school children with regard to Title I LEA programs, including but not limited to, parent input into planning, design and implementation of the program. Such procedures must provide for:
  - 1. Meaningful consultation of parents of participating children; and
  - 2. Consultation which is organized, systematic, ongoing, informed and timely in relations to decisions about the program.
- D. The procedures developed by the administration for the involvement of parents in Title I LEA programs shall have the following goals:
  - 1. To inform parents of the reasons for their child’s participation and specific instructional objectives of the program;
  - 2. To support the efforts of parents, including the training of parents as

practicable, to work with their children in the home to obtain instructional objectives and to understand the program requirements;

3. To train parents, teachers and principals to build a partnership between home and school;
4. To train teachers, principals and other staff members involved in the program to work effectively with the parents of participating children;
5. To consult with parents on an ongoing basis concerning the manner in which the school and parents can work better together to achieve the program's objectives;
6. To provide a comprehensive range of opportunities for parents to become informed about the program, its operation, evaluations and achievements; and
7. To provide opportunities for the full participation of parents who lack literacy skills or whose native language is not English.

E. Specifically, administration shall develop procedures for Title I LEA programs which include the following:

1. Written guidelines after consultation with parents to ensure parental involvement in the program and provide for timely responses to parent recommendations. The guidelines shall be available to parents of participating children;
2. An annual meeting to which all parents of participating children must be invited at which the programs and activities provided in the program shall be explained;
3. Provision for parents of participating children to receive reports on their children's progress by allowing opportunities for conferences, by making educational personnel readily accessible to parents, and by permitting parents of participating children to observe Title I LEA program activities;
4. Opportunities for regular parent meetings to formulate input into the program if the parents so desire;
5. Provision to parents of participating children of timely information about the program;

6. Steps to make parents aware of the requirements to involve them in other relevant program provisions;
  7. Reasonable support for parental involvement activities such as parents may request;
  8. Coordination, to the extent possible, of parental involvement activities funded under the Federal Adult Education Act; and
  9. To the extent practicable, provision of information, programs and activities for parents subject to this section in a language and form that the parents understand.
- F. The administration shall develop a system by which the school district shall annually assess, through consultation with the parents, the effectiveness of the parental involvement program and determine what action needs to be taken, if any, to increase parental participation.

***Legal References:*** 34 C.F.R. § 200.34  
20 U.S.C. 2726, 2731(a)(4)

*Adopted:* 10/10/95

*Revised:*

**613.1 BASIS FOR GRANTING SECONDARY SCHOOL CREDIT TO HOME SCHOOL STUDENTS (RENUMBERED FROM 514.1)**

**PURPOSE**

The purpose of this policy is to provide criteria for granting Cloquet Senior High School course credit for home school courses.

**GENERAL STATEMENT OF POLICY**

In order for home school students to receive course credit toward Cloquet Senior High School graduation requirements, the following criteria must be met:

- A. The home school course must be comparable in content to that offered at Cloquet Senior High School.
- B. The student must be able to demonstrate in at least one of the following ways that the learner outcomes of the course are met:
  - 1. Successful completion of the mid-quarter and final course exams
  - 2. Demonstrating evidence through performance of a skill acquired (e.g., art, music, keyboard, etc.)
  - 3. Presenting a portfolio of work completed

Cloquet Senior High School administration will determine when and if the above criteria have been met.

Attached are Cloquet Senior High School course requirements for graduation for grades 9-12.

## General Fund Budget Changes: 2022-23

Budget Additions	Amount
<p><b>2.0 FTE of teaching staff positions will be added:</b> We are seeing our large cohorts of students continue to shift from the middle school to the high school. This requires a need for some additional staffing due to additional sections of students. We also have a situation where we have one very small cohort of students in the elementary level. This leads to the need to add teachers to a grade level when they move up and reduce staff for the grade level the cohort occupies.</p> <ul style="list-style-type: none"> <li>• <b>1<sup>st</sup> Grade Teacher:</b> Our small cohort which began during the first full school year of the pandemic is moving out of 1<sup>st</sup> grade with a larger cohort of kindergartners moving up to 1<sup>st</sup>.</li> <li>• <b>CHS Staffing:</b> Due to increase student enrollment and additional sections, CHS will be adding the following FTE: <ul style="list-style-type: none"> <li>○ 0.5 FTE Science – this is a shift from two 6<sup>th</sup> assignments (the section equivalent of 0.4 FTE) to 0.5. In practice, it’s only the addition of one semester section, but financially it’s closer to a 0.2 or 0.3 FTE add.</li> <li>○ 0.2 Physical Education</li> <li>○ 0.4 Social Studies</li> <li>○ 0.2 Math</li> </ul> </li> </ul>	\$160,000
<p><b>Full Time Dean of Student @ Washington Elementary:</b> Washington Elementary Leadership shifted staffing to reduce the Dean position and a paraprofessional position to add a school social worker to support students in the remedy room (similar to the model at Churchill). The hope was that a part-time dean of students would be sufficient to support the building. After a year of experience, we believe it is in the best interest of the function of the building to move the Dean back to a full-time status.</p>	\$30,000
<p><b>Full Time Special Education Coordinator:</b> Our district shares our special education director with 12 other districts and shares our special education coordinator with 3 other districts. Our size and special education case load more than justify having a full-time coordinator. The additional FTE can be covered under federal special education dollars and we do not anticipate any impact to the general for at least the next few years.</p>	\$0
Budget Reduction	Amount
<p><b>4.4 FTE of teaching staff positions will be reduced:</b> Positions that did not impact current employees were reviewed first for potential reduction. Areas where insufficient enrollment exists were reviewed second.</p> <ul style="list-style-type: none"> <li>• <b>Two 2<sup>nd</sup> grade teachers:</b> Our small cohort of students moves to second grade for 2022-23. This leads to the reduction of two teachers in this grade level. One will shift to 1<sup>st</sup> grade to fill that add, the other is an early year retirement which won’t be filled.</li> <li>• <b>3<sup>rd</sup> grade teacher:</b> We added a 3<sup>rd</sup> grade teacher for 2021-22 to bring down the sections sizes and provide additional support post pandemic. We will be reducing this position to go back to the previous number of sections.</li> </ul>	\$352,000

<ul style="list-style-type: none"> <li>• <b>5<sup>th</sup> grade teacher:</b> Our 5<sup>th</sup> grade numbers bordered between 7 and 8 sections for the current year. We can reduce a section in this grade level for 2022-23 and maintain comfortable class sections sizes.</li> <li>• <b>Middle School Music:</b> We lost a 0.8 FTE middle school music teacher right before the beginning of the 2021-22 school year. We had to fill this with a combination of expanded FTE for one of our elementary music teachers and through a substitute serving 0.4 FTE through the year. We are planning to continue the expanded FTE for our elementary music staff member and cover the additional 0.4 FTE with existing staff through changes in sectioning/programming.</li> </ul>	
<p><b>Paraprofessional Reductions:</b> A total of four paraprofessionals are being reduced, one each at Churchill, Washington, Cloquet Middle School and Cloquet High School.</p>	<p>\$100,000</p>
<p><b>Net Budget Change</b></p>	<p>-\$262,000</p>

\*Budget Note – We built an 8% insurance increase into our original budget projection due to Blue Cross Blue Shield providing an 8% rate cap in their bid this past year. We received our rate quote for the coming year, which came in at 7%. This will save a nominal amount compared to our original budget projections. We are still working with our insurance consultant to see if we can negotiate a better rate.

# Washington News

MAY 2022



VFW Patrol Ceremony



## Thank You P.I.E.!

This year our Partners in Education team funded the following grant requests that benefitted our Washington students. We are GRATEFUL!

- Books purchased for the Media Center
- Starfall Online Subscription
- Trimester Awards
- BrainPop
- Staff Appreciation goodies and meals
- Skatertime School Programs
- Purple Pride Prizes
- SAT shirts
- Media Center Grant for "I Love to Read Month"
- Battle of the Books



Some cute bunny ears, courtesy of Mrs. Brenner's class!



As this school year winds down, we want to make you aware of resources that are available to you over the summer. We are not endorsing or expecting participation, but realize that some of these may be beneficial if you choose to participate. As flyers are provided to us, we will distribute to families.

## Upcoming Happenings:

- May 4—Walk or Wheel to School Day
- May 5—Mr. Cohen's Groups field trip
- May 6—Battle of the Books (4th grade @ CHS)
- May 10—4th Grade Field Trip
- May 12—MPR Class Notes Concert @ Washington (Gaelynn Lea)
- May 13—3rd Grade Field Trip
- May 16—2nd Grade Field Trip
- May 16—Kindergarten Zoomobile @ Washington
- May 17—4th Grade Tours to Cloquet Middle School
- May 18—AIE Cultural Lessons for 4th Grade
- May 23—May Birthday Lunch
- May 24—1st Grade Field Trip
- May 26—Patrols Field Trip
- May 26—ALL Library books are due
- May 28—Field Day (Rain Day back-up will be May 31)
- May 30—Memorial Day: No School
- June 1—PBIS Rally
- June 2—4th Grade Awards
- June 3—Last day of School!! (dismissal at 1:00 PM)

## PBIS Update: Thank you for a GREAT 2021–2022!

Parents and guardians of Washington students, welcome to the month of May! As we head into the final days of our school year, the PBIS team has planned a couple different events for our students. Field Day is being planned for our end of the year celebration, and an end of the year rally is also in the works as we say a final farewell to our 4<sup>th</sup> grade students and celebrate a great year. Finally, students and staff are excitedly waiting to find out what this year's Principal's Challenge will be.

Our final Character Education focus for the year is Citizenship. Focusing on **CITIZENSHIP** is a great culmination of all of our traits, which include: cooperation, fairness, caring, respect, responsibility and trustworthiness. Please talk with your child about demonstrating strong citizenship, and doing the right thing all of the time and not just when someone is looking! Being members of this school community give us responsibilities as well as benefits. How we interact and treat each other is so important! Thank you for all you have done as a school community this year and have a great end of the school-year! Our Anishinaabe teaching will focus on reviewing all we have learned this year as well: Positivity, Respect, Humility, Truth, Honesty, Love, Wisdoms, and Courage.



In honor of Earth Day, our S.A.T. students volunteered to help tidy up the school grounds and neighborhood.



What could be better than celebrating a sunny spring day with an Umbrella Parade for “U” Day with Mrs. Kallis’ class??

## COUNSELOR’S CORNER

Welcome to the last month of the school year! What an amazing year it has been. As a school community we have grown in so many ways, and made so many adjustments. Our students and families have become so resilient to change, and we could not be more proud of all of you. As we finish up the year in the classrooms, we are wrapping up talking about what we have learned this year. This year has been a year of feelings, and so many of them I am sure. Remember to talk about these feelings with your child. Let them know it is okay to feel what they feel. Model the behaviors we want them to work towards.

As we enter this final month remember the positives. Having a positive thought process and using positive self-talk can be very beneficial to our overall health and mental health. Studies have shown that seeing the positive side can help lower our stress levels, increase our life span, and give us better coping skills during hard times. *The positive thinker sees the invisible, feels the intangible and achieves the impossible.*

-Winston Churchill  
**Let's finish strong!**

Mrs. Sewell  
School Counselor  
[asewell@isd94.org](mailto:asewell@isd94.org)



Recorder time in Mrs. Buytaert's Music Class



## Parting Reminders:

- Just a reminder that it is important for your child to be in class the full school day. Please reserve early pickup for appointments or emergencies only, and we appreciate your planning ahead and notifying the office in advance. **Our first goal is to keep all our students safe, and last-minute changes make it challenging.**
- **Reclaim your Lost & Found!** Please make a point of stopping by this month to check our lost and found, which will be on display inside Door 1 from May 16–27. All remaining items will be donated at the end of the year.
- May 2–6, is National Teacher Appreciation Week and Washington's Staff Appreciation Week. Many thanks to our WONDERFUL staff at Washington who do an exceptional job helping children grow in their academics and as individuals!



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

Dena Hagen, Director of Special Education  
[dhagen@nlsec.org](mailto:dhagen@nlsec.org)  
 Barb Mackey, Asst. Special Education Director  
[bmackey@nlacoop.org](mailto:bmackey@nlacoop.org)

**Northern Lights Academy Programming and Staffing Update**  
 May 9, 2022

**Changes to NLA programming and staffing for the 2022-2023 school year**

- The NLA Board discontinued Day Treatment for next year due to the inability of the mental health partner to staff the psychotherapist position fully. We will revisit it at the end of next school year.
- Since Day Treatment is going to be discontinued, the Board decided to open a 9-12 Setting 4 classroom instead. This will be staffed with an existing teacher and one para. There is an open para position and there will be an additional para position for that classroom. The max number of students will be 12 as long as we have 3 paras for the classroom.
- The NLA will use the space at Carlton currently used for mental health services for the existing 6-8 grade setting 4 classroom. Paras who currently staff that room have been notified of the change in location for their positions and are excited for the move.
- The move of the 6-8 classroom from Garfield opens up a classroom space. The NLA Board approved adding one more ASD classroom because there are enough students waiting for ASD support. This will be an addition of one teacher and 2 paras for NLA.
- The NLA Board also approved a .5 FTE Phy Ed teacher so each of the classrooms are able to have physical education from a Phy Ed teacher. NLA is going to work with Cloquet and Carlton for phy ed.

**Staffing plan for NLA for the 2022-2023 school year**

Location	Classroom	Teacher	# of Paras
Garfield	ASD	Calverley	2, plus 1 - 1:1 para
Garfield	ASD	open - posted	2
Garfield	Grades 3-5 EBD	open - posted	2
Our Savior's space	Grades K-2 - EBD	Sailsbury	2, plus 1 - 1:1 para
Carlton	Grades 6-8 EBD	open - posted	2
Carlton	Grades 9-12 EBD	Brown	3