



DETROIT LAKES PUBLIC SCHOOLS
AGENDA
REGULAR SCHOOL BOARD MEETING
Monday, February 26, 2024 - 5:30 PM
M State Room C101 , 900 Hwy 34 E, Detroit Lakes, MN 56501

The mission of the Detroit Lakes Public schools is to fill our sails with Laker PRIDE.

District Office ~ 702 Lake Avenue, Detroit Lakes, MN 56501 ~ 218.847.9271 ~ Website: www.dlschools.net
Superintendent: Mark Jenson Director of Finance & Operations: Jason Kuehn Education Director: Renee Kerzman

BOARD MEMBERS:

Julie Smith-Yliniemi, Clerk
25961 Brolin Beach Rd
Detroit Lakes, MN 56501
218.204.0420

Michael Walther
28030 County Hwy 34
Callaway, MN 56521
218.841.3709

Michelle Okeson, Treasurer
24842 County Rd 113
Detroit Lakes, MN 56501
218.841.6065

Mary Rotter, Vice Chair
23625 Pebble Beach LN
Detroit Lakes, MN 56501
651.335.0396

John Steffl, Chair
22370 Steffl Road
Callaway, MN 56521
218.850.5060

Sanford Nelson
28633 North Buffalo Lake Rd
Callaway, MN 56521
218.847.8360

Student Representative: Jadyn Wimmer- 25wimmejadv@detlakes.k12.mn.us Marian Martin 26martimari@detlakes.k12.mn.us

I. CALL TO ORDER

Presenter: Steffl, Board Chair

A. Laker Pride

II. ROLL CALL

Presenter: Steffl, Board Chair

III. PLEDGE OF ALLEGIANCE

Presenter: Steffl, Board Chair

IV. APPROVAL OF AGENDA

Presenter: Steffl, Board Chair

A. Agenda Approval

Approval of the Agenda for the February 26, 2024 Regular School Board Meeting as presented.

V. COMMENTS AND REQUESTS FROM VISITORS

Presenter: Steffl, Board Chair

A fifteen-minute time limit will be allowed for audience comment. Those requesting audiences will inform either the Board Chairman or the Superintendent prior to the meeting that you wish to address the Board.

VI. DONATIONS

A. \$300 from Damien Society to Lincoln for Classroom Materials.

VII. PROGRAM PRESENTATIONS

Presenter:

A. Middle School

Presenter: Jessica Johnson

VIII. CONSENT ITEMS

Presenter: Steffl, Board Chair

Action is requested on the following items of the consent agenda. Consent agenda items are typically adopted without discussion of the individual items because they are routine or ordinary in

action. Any consent agenda item may be removed for further discussion and deliberation by any member of the board.

- A. Approve the Minutes of the January 22, 2024 Regular School Board Meeting.
- B. Approve District Bills
- C. Approve District Hand Payable Bills
- D. Approve Personnel Agenda Items
- E. **Approve Second Reading of Policies:**
 - 1. 410- Family Medical Leave
 - 2. 416- Drug and Alcohol Testing
 - 3. 506- K-12 Discipline and Violence Prevention.
 - 4. 613- Graduation Requirements
 - 5. 901-Community Education
 - 6. 903-Visitors to the School District Buildings and Sites
 - 7. 904-Distribution of Materials on School District Property by Nonschool Persons
 - 8. 905-Advertising
 - 9. 906-Community Notification of Sex Offenders
 - 10. 907-Rewards
 - 11. 910-Naming Rights
- F. Approve the 2024-2026 Pupil Transportation Contract with Olander Bus Service
- G. Approve the 2024-2026 Pupil Transportation Contract with Schultz Garage and Bus Company

IX. DISCUSSION ITEMS

Discussion items receive individual attention because of the nature of the issues and need for introductory or other discussion in order to review the information prior to taking action. This is also the agenda location for items which simply need school board review, but no formal action on the items is required. Discussion items will typically return to the agenda at a future point for more specific action.

- A. CLC Update
Presenter: Rob Nielsen
- B. Roosevelt Building Goals
Presenter: Trish Mariotti
- C. Rossman Building Goals
Presenter: Emily Sternberg
- D. Middle School Building Goals
Presenter: Mike Suckert
- E. High School Building Goals
Presenter: Josh Omang
- F. ALC Building Goals
Presenter: Brandon Schlenner

X. ACTION ITEMS

Action items receive individual attention because of the nature of the issues, the need to discuss or review the information prior to taking action, or the specific kind of action required for the item.

- A. Motion to Approve the Spring 2024 Lane Change Requests.
Presenter: Steffl, Board Chair
- B. Motion to Approve the 2024-2025 Academic Calendar with 3 Flex Learning Days.
Presenter: Steffl, Board Chair
- C. Motion to Approve Open Enrollment - The School Board grants permission to administration at its discretion to determine when to close open enrollment to a grade level as enrollment necessitates. The administration recommends the following motion.
Presenter: Steffl, Board Chair
- D. Motion to Approve the 2023 Pay Equity Compliance Report.
Presenter: Steffl, Board Chair
- E. Motion to Approve the American Indian Parent Advisory Committee (AIPAC) Resolution of Concurrence.
Presenter: Steffl, Board Chair
- F. Motion to Approve the 2023-2024 DLESP Seniority List.

- G. Motion to Approve the Resolutions Relating to the Termination and Non-Renewal of the Teaching Contracts of Kirstin Bird, Austin Dodd, Joshua Erhardt, Charles Honke, Jennifer Savig, and Kayla Thorp upon the conclusion of the 2023-2024 School Year.
- H. Motion to Approve the Achievement and Integration budget for Fiscal Year 2025.
Presenter: Renee Kerzman, Director of Curriculum, Instruction, and Technology.

XI. ADMINISTRATIVE AND BOARD REPORTS

A. Superintendent Report

Presenter: Mark Jenson, Superintendent

- 1. Monthly Enrollment Report

B. Board Committee and Representative Reports

- 1. Student Report

Presenter: Buboltz/Rogstad, Student Board Representative

- 2. Finance Committee

Presenter: Rotter, Board Treasurer

- 3. District Wellness Committee

Presenter: Rotter, Board Treasurer

- 4. Chemical Health Committee

Presenter: Okeson, Board Director

XII. UPCOMING EVENTS AND ACTIVITIES






Presenter: Steffl, Board Chair

- A. Work Session- 03/11/24 5:30PM Laker Transitions
- B. Finance Committee Meeting- 03/21/24 12:00PM District Office
- C. Regular School Board Meeting- 03/25/24 5:30PM MState C101.

XIII. MEETING ADJOURNED

Presenter: Steffl, Board Chair

Laker PRIDE

	<p>Purpose our intention, what drives us</p>	<p>Deliver educational excellence.</p>
	<p>Relationships the ways we connect and behave toward each other</p>	<p>Care and communicate positively and respectfully within and across our schools and community.</p> <ul style="list-style-type: none"> • District ↔ parents and community members • District ↔ building • Building ↔ teacher • Building ↔ parents • Teacher ↔ parent • Teacher ↔ students
	<p>Innovation the creation, development and implementation of a new idea or concept to enhance educational opportunities</p>	<p>Embrace creativity and critical thinking.</p> <ul style="list-style-type: none"> • Renew and bring up to date all systems and practices • Utilize growth mindset to hone existing intentions/objectives and explore new ideas • Support diverse ways of thinking and doing • Embed equity continually in every facet of our work
	<p>Development a process that creates growth, progress, positive change or the addition of physical, economic, environmental, social and demographic components</p>	<p>Foster the academic, social, emotional, and cultural needs of all learners.</p> <ul style="list-style-type: none"> • Implement and sustain PBIS at all levels • Hone our support for social/emotional health • Further learning and implementation of equitable feedback, assessment, grading and reporting • Provide professional development that supports PRIDE
	<p>Equity the quality of being fair (not equal) and impartial</p>	<p>Ensure that our values, policies, and practices are equitable for our students, staff, and community.</p> <ul style="list-style-type: none"> • Clarify and support understanding of equity vs. equality for all • Actively promote equity (institutional, personal, and instructional) • Remove systemic barriers • Accommodate different learning styles • Give students a voice

I pledge allegiance to the flag
of the United States of America,
and to the Republic
for which it stands,
one Nation under God,
indivisible,
with Liberty and Justice
for all.



Comet at DLMS

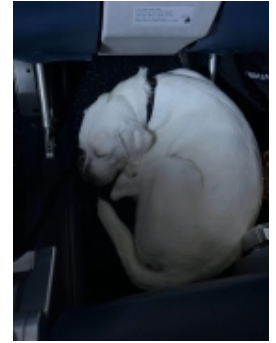
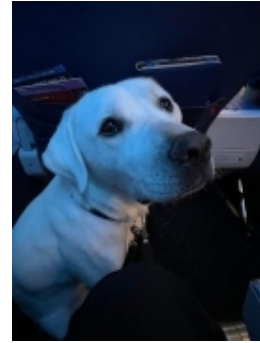
Jessica Johnson, Special Ed Teacher

Interquest C.A.R.E.S.
Comfort, Assist, Reassure, Encourage, Support



Interquest C.A.R.E.S

<https://www.interquestcares.com/>



Comfort dogs are highly trained in obedience and taught to be comfortable and interact in the school environment on a daily basis. Dogs encompass a variety of skill sets. CARES = comfort, assist, reassure, encourage, support.

Comfort dogs are individually selected and trained to meet each school's specific needs.



He's official :)



Classroom Support at DLMS



-Language Arts, Math, and Special Education classes every day

-Pet Comet when frustrated and then try again; no judgement

-Significant boosts in achievement and participation

-Lunch room on Fridays with Mrs. Cervantes



Spirit Days



Morning and Afternoon Check-Ins



We have several students who choose to start and their day greeting Comet. I firmly believe the smiles and snuggles help set the tone for a good day. Recently we also have a student who spends some time with Comet in the morning while waiting for medication to kick in.

The hard stuff...

- The boy whose dad died over the summer and comes for snuggles when he's feeling sad
- The girl who has panic attacks about once a month whose breathing settles within five minutes of Comet being by her
- The boy who was interviewed by the county and police before being moved to an emergency foster care placement



Life at Home



Some Favorites



Favorites - Continued



A hit with staff, too...



OFFICIAL PROCEEDINGS
SCHOOL BOARD OF INDEPENDENT SCHOOL DISTRICT NO. 22
BECKER AND OTTERTAIL COUNTIES, DETROIT LAKES, MINNESOTA 56501

Regular School Board Meeting
Monday, January 22, 2024, 5:30 PM
M State C101 ~ 900 Hwy 34 E, Detroit Lakes, MN, 56501

Present: John Steffl, Amy Erickson, Mary Rotter, Ethan Walz, Michelle Okeson

Absent: April Thomas

The meeting was called to order at 5:30 PM by Board Chair Steffl.

The Pledge of Allegiance was recited.

A motion was made by Okeson, seconded by Erickson, to approve the agenda. Motion carried unanimously.

Program presentation was given by Trisha Mariotti.

A motion was made by Walz, seconded by Rotter, to approve the following consent agenda items. Motion carried unanimously.

- A. Approve the Minutes of the December 18, 2023, and January 9, 2024 School Board Meetings.
- B. Approve K-12 Computer Checks #705125-705196, #705259-705332, and #705403-705476 for a total of \$526,356.08. Approve Hand Payable Checks #704934-704982, #705072-705124, #705196-705247, Voided Checks #704251, Wire Transfers #7432, #7447, #7467-7474, #7593-7597, #7611-7619, #7648-7658, #7663-7664, #7767-7769, #7789-7804, #7815-7827, #7921-7935, in the amount of \$1,865,027.36. Approve Net Payroll Transfers on 12/28/2023 and 01/12/2203 in the amount of \$1,402,783.31 for a total of \$3,794,166.75.(EXHIBIT)
- C. Approve the Personnel Agenda Items.
- D. Approve the Second Reading of Policies:
 - a. 801- Equal Access to Facilities of Secondary Schools.
 - b. 802- Disposition of Obsolete Equipment and Material.
 - c. 805- Waste Reduction and Recycling.
 - d. 806-Crisis Management Policy.
 - e. 807- Health and Safety.
 - f. 820- Memorial.
- E. Approve the contract between Detroit Lakes Public Schools and Lakeland Mental Health Center from January 1, 2024 through December 31, 2025.
- F. Approve the Earned Sick and Safe Time Memorandum of Understanding between Detroit Lakes Public Schools, EMDL, AFSCME, and DLESP from January 22, 2024 through June 30, 2025.
- G. Approve the Sick Leave Use for the Purpose of Adoption Memorandum of Understanding between Detroit Lakes Public Schools and EMDL from January 22, 2024 through June 30, 2025.
- H. Approve the Memorandum of Understanding Between Detroit Lakes Public Schools and Linda Mallow from January 22, 2024 through June 30, 2024.

Discussion was held on:

- A. First Reading of Policies:
 - a. 410- Family Medical Leave .
 - b. 416- Drug and Alcohol Testing
 - c. 506- K-12 Discipline and Violence Prevention.
 - d. 613- Graduation Requirements

- e. 901-Community Education
 - f. 903-Visitors to the School District Buildings and Sites
 - g. 904-Distribution of Materials on School District Property by Nonschool Persons
 - h. 905-Advertising
 - i. 906-Community Notification of Sex Offenders
 - j. 907-Rewards
 - k. 910-Naming Rights
- B. 2024-2025 Academic Calendar

A motion was made by Erickson , seconded by Walz to approve the 2023-2024 Teacher Seniority List (EXHIBIT) Motion carried unanimously.

A motion was made by Okeson, seconded by Erickson to approve the 2023-2025 EMDL) Master Agreement (EXHIBIT) Motion carried unanimously.

A motion was made by Walz, seconded by Rotter to approve the Recommendations for Reduction in Programs and Positions Motion carried unanimously.

Student representative Buboltz gave an update.

Superintendent Jenson reported on happenings in the School District

Board Treasurer Rotter gave an update on the Finance Committee and Transportation Committee.

Board Director Okeson gave an update on Joint Governance .

Board Chair Steffl announced upcoming meetings and events .

A motion by Erickson, to adjourn the meeting at 6:06 PM, seconded by Walz. Motion carried unanimously.

Respectfully submitted,

April Thomas, Clerk

PERSONNEL AGENDA

January 22, 2024

1) **Resignations:**

Tiffany Heim– Roosevelt Special Education Para, effective December 21, 2023.

Ashley Heinz– Girls JV Softball Coach, effective January 19, 2024.

Cassie Kippen– Rossman Paraprofessional, effective March 1, 2024.

Mary Ann Nelmark– Rossman Laker Kids Supervisor, effective January 18, 2024.

2) **Retirements:**

Terri Geer-Green– Rossman ADSIS Reading and Math Support Teacher, Effective May 24, 2024.

3) **Appointments:**

Olivia Gravelle– ABE Instructor, at the rate of \$33.47 per hour, working 12 hours per week, effective January 8, 2024.

Myllinda Johnson– Rossman Laker Kids Assistant, at the rate of \$16.50 per hour, working 12.5 hours per week, effective January 8, 2024.

Isabella Kahle– Rossman Special Education Paraprofessional, at the rate of \$16.50 per hour, working 37.5 hours per week, effective January 16, 2024.

Kari Kirby– Middle School Custodian, at the rate of \$18.33 per hour with \$1.00 differential pay, working 40 hours per week, effective January 2, 2024.

Julie Mendoza– Rossman Special Education Paraprofessional, at the rate of \$16.50 per hour, working 37.5 hours per week, effective January 3, 2024.

Sheryl Metcalf– Roosevelt Special Education Para, at the rate of \$17.20 per hour, working 37.5 hours per week, effective January 22, 2024.

Greta Moen-Oak– Middle School Special Education Teacher Substitute, at the rate of per substitute contract, effective January 29, 2024.

Gretchen Norby– High School Girls Head Hockey Coach, at the rate of \$3,993.60 per season, effective December 12, 2023.

Jeffrey Norby– Interim Assistant Girls Hockey Coach, at the rate of \$2,357.45 per season, effective December 13, 2023 through February 29, 2024.

Trysten Schwarzrock– Roosevelt IT Tech I, at the rate of \$20.50 per hour, working 40 hours per week, effective January 15, 2024.

Karen Trout– ABE Instructor, at the rate of \$33.47 per hour, working up to 15 hours per week, effective December 1, 2023.

Isabella Wilson– Rossman Laker Kids Assistant, at the rate of \$16.50 per hour, working 12.5 hours per week, effective January 8, 2024.

4) **Amended Assignment:**

Arlene Bakker– Roosevelt Special Education Para is amending her assignment from 5.75 hours per day to 4 hours per day, effective December 21, 2023.

Mark Gulseth– High School Varsity Baseball Coach, is amending his assignment from Assistant Varsity Coach to Head Varsity Baseball Coach. Effective January 1, 2024.

Linda Mallow– High School Social Studies Teacher is amending her assignment from Part time to Full time, effective January 22, 2024 through May 24, 2024.

Cassandra Willson– Lincoln Education ECSE Para is amending her assignment from 29.75 hours per week to 23 hours per week, effective January 10, 2024.

Isabella Wilson– Rossman Laker Kids Assistant is amending her assignment from Laker Kids Assistant to Laker Kids Supervisor, at the rate of \$22.00 per hour, effective January 19, 2024.

5) **Sixth Period Pay:**

Mary Haus– High School Spanish Teacher is requesting sixth period pay for the second semester.

Reed Hefta– High School Physical Education teacher is requesting sixth period pay for the second semester.

Charles Honke– High School Chemistry Teacher is requesting sixth period pay for the second semester.

Lisa Ito– High School Chemistry Teacher is requesting sixth period pay for the second semester.

Linda Mallow– High School Social Studies Teacher is requesting sixth period pay for the second semester.

6) **Leave of Absence:**

April Sunram– Rossman Third Grade Teacher is requesting a leave of absence from January 29, 2024 through April 29, 2024.

SMART Finance

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
0022		MW	8278	705590	Check	1	1005		ADVANCED BUSINESS METHODS	Yes	No	No	USD	02/12/2024	754.65
			8355	705591	Check	1	2796	REMIT	AED SUPERSTORE	Yes	No	No	USD	02/12/2024	2,604.00
			8279	705592	Check	1	1035		ALLIANCE PEST PROTECTION	Yes	No	No	USD	02/12/2024	215.00
			8364	705593	Check	1	3314		ANDYMARK, INC.	Yes	No	No	USD	02/12/2024	1,763.37
			8370	705594	Check	1	3357		ASKELSON, SCOTT	Yes	No	No	USD	02/12/2024	77.63
			8280	705595	Check	1	1072		ASL INTERPRETING SERVICES, INC	Yes	No	No	USD	02/12/2024	870.00
			8361	705596	Check	1	3217		AUTISM COMMUNITY STORE	Yes	No	No	USD	02/12/2024	26.66
			8360	705597	Check	1	3193	REMIT	BADLANDS DISTRIBUTION INC	Yes	No	No	USD	02/12/2024	383.36
			8281	705598	Check	1	1090		BECKER COUNTY PUBLIC HEALTH	Yes	No	No	USD	02/12/2024	2,620.00
			8351	705599	Check	1	2647		BELLEFEUILLE, DANEEN	Yes	No	No	USD	02/12/2024	105.00
			8283	705600	Check	1	1116		BLICK ART MATERIALS	Yes	No	No	USD	02/12/2024	438.78
			8284	705601	Check	1	1143		BRENCO CORP.	Yes	No	No	USD	02/12/2024	661.28
			8285	705602	Check	1	1151		BRUSHMARKS SIGN	Yes	No	No	USD	02/12/2024	331.24
			8286	705603	Check	1	1192		CENTRAL MARKET	Yes	No	No	USD	02/12/2024	308.18
			8359	705604	Check	1	3155	REMIT	CENTRAL MCGOWAN	Yes	No	No	USD	02/12/2024	1,255.69
			8287	705605	Check	1	1208	REMIT	COLE PAPERS	Yes	No	No	USD	02/12/2024	99.90
			8288	705606	Check	1	1228	REMIT	CRISIS PREVENTION INSTITUTE	Yes	No	No	USD	02/12/2024	200.00
			8289	705607	Check	1	1231		CULINEX	Yes	No	No	USD	02/12/2024	267.18
			8282	705608	Check	1	1107		CWIKLA ACE HARDWARE	Yes	No	No	USD	02/12/2024	146.62
			8290	705609	Check	1	1244		DACOTAH PAPER COMPANY	Yes	No	No	USD	02/12/2024	1,856.83
			8342	705610	Check	1	2322		DELL MARKETING L.P.	Yes	No	No	USD	02/12/2024	2,920.00
			8291	705611	Check	1	1299		DOW ACOUSTICS, INC.	Yes	No	No	USD	02/12/2024	120.00
			8292	705612	Check	1	1300		DRIVEWAY SERVICE	Yes	No	No	USD	02/12/2024	885.00
			8293	705613	Check	1	1305		EAST SIDE JERSEY DAIRY ESJD	Yes	No	No	USD	02/12/2024	5,311.52
			8352	705614	Check	1	2718	REMIT	ECKROTH MUSIC	Yes	No	No	USD	02/12/2024	329.75
			8341	705615	Check	1	2317		EDUCATORS BENEFIT CONSULTANT	Yes	No	No	USD	02/12/2024	240.69
			8294	705616	Check	1	1319		EHLERS	Yes	No	No	USD	02/12/2024	2,150.00
			8353	705617	Check	1	2724		ELLSWORTH PUBLISHING COMPANY	Yes	No	No	USD	02/12/2024	263.25
			8295	705618	Check	1	1336	P.T.	ESSENTIA HEALTH	Yes	No	No	USD	02/12/2024	1,382.50
			8296	705619	Check	1	1387		FORUM COMMUNICATIONS PRINTIN	Yes	No	No	USD	02/12/2024	3,598.81
			8354	705620	Check	1	2725		GENERATION GENIUS, INC.	Yes	No	No	USD	02/12/2024	995.00
			8297	705621	Check	1	1426		GRAINGER, INC.	Yes	No	No	USD	02/12/2024	339.40
			8298	705622	Check	1	1432		GREEN'S PLUMBING & MODERN HE/	Yes	No	No	USD	02/12/2024	6,563.99
			8366	705623	Check	1	3336		GRIFFEATH, ROBIN	Yes	No	No	USD	02/12/2024	250.00
			8349	705624	Check	1	2547		GRIMCO INC.	Yes	No	No	USD	02/12/2024	1,181.48
			8369	705625	Check	1	3356		HAUS, TERRY	Yes	No	No	USD	02/12/2024	750.00
			8299	705626	Check	1	1481		HERZOG ROOFING, INC.	Yes	No	No	USD	02/12/2024	2,883.50
			8300	705627	Check	1	1484		HIGHSCOPE	Yes	No	No	USD	02/12/2024	2,275.00
			8301	705628	Check	1	1487		HILLYARD / HUTCHINSON	Yes	No	No	USD	02/12/2024	13,350.76
			8302	705629	Check	1	1511		HOUGH INC.	Yes	No	No	USD	02/12/2024	6,210.54
			8344	705630	Check	1	2409	REMIT	HUT AMERICAN GROUP LLC	Yes	No	No	USD	02/12/2024	62.00

SMART Finance

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
0022		MW	8303	705631	Check	1	1569		J.W. PEPPER & SON, INC.	Yes	No	No	USD	02/12/2024	197.99
			8304	705632	Check	1	1601		JOHNSON CONTROLS	Yes	No	No	USD	02/12/2024	3,603.32
			8305	705633	Check	1	1602		JOHNSON'S LOCK & KEY	Yes	No	No	USD	02/12/2024	1,920.60
			8306	705634	Check	1	1667		LEARNING FORWARD	Yes	No	No	USD	02/12/2024	760.00
			8363	705635	Check	1	3288	REMIT	LEARNWELL	Yes	No	No	USD	02/12/2024	315.00
			8307	705636	Check	1	1690		MAAE	Yes	No	No	USD	02/12/2024	145.00
			8308	705637	Check	1	1695		MACKIN EDUCATION RESOURCES	Yes	No	No	USD	02/12/2024	1,360.11
			8365	705638	Check	1	3319		MAGIC SCHOOL, INC	Yes	No	No	USD	02/12/2024	2,000.00
			8340	705639	Check	1	2303		MARCO TECHNOLOGIES, LLC NW712	Yes	No	No	USD	02/12/2024	18,422.18
			8309	705640	Check	1	1707		MARK'S ELECTRIC INC.	Yes	No	No	USD	02/12/2024	4,776.39
			8310	705641	Check	1	1712		MASA	Yes	No	No	USD	02/12/2024	1,705.00
			8311	705642	Check	1	1715		MASSP	Yes	No	No	USD	02/12/2024	175.00
			8350	705643	Check	1	2598		MATT'S MOBILE DIESEL SERVICE	Yes	No	No	USD	02/12/2024	438.00
			8312	705644	Check	1	1736		MENARDS - DETROIT LAKES	Yes	No	No	USD	02/12/2024	1,264.24
			8313	705645	Check	1	1743		MID CENTRAL DOOR COMPANY	Yes	No	No	USD	02/12/2024	329.75
			8314	705646	Check	1	1750		MILESTONES & MEMORIES, LLC	Yes	No	No	USD	02/12/2024	114.45
			8315	705647	Check	1	1764		MINNKOTA RECYCLING	Yes	No	No	USD	02/12/2024	138.65
			8347	705648	Check	1	2521		MISSY WOKASCH COACHING LLC	Yes	No	No	USD	02/12/2024	108.00
			8343	705649	Check	1	2353		MN DEPT OF EMPLOYMENT & ECONO	Yes	No	No	USD	02/12/2024	9,177.30
			8316	705650	Check	1	1787		MN STATE COMMUNITY & TECHNICA	Yes	No	No	USD	02/12/2024	17,017.69
			8348	705651	Check	1	2541		MSUM BUSINESS SERVICES	Yes	No	No	USD	02/12/2024	1,338.36
			8367	705652	Check	1	3337		NASH, ANNE	Yes	No	No	USD	02/12/2024	250.00
			8321	705653	Check	1	1917	REMIT	NCS PEARSON INC	Yes	No	No	USD	02/12/2024	370.00
			8317	705654	Check	1	1850		NERESON AUTOMOTIVE INC.	Yes	No	No	USD	02/12/2024	122.09
			8318	705655	Check	1	1901		OTIS ELEVATOR COMPANY	Yes	No	No	USD	02/12/2024	1,015.00
			8319	705656	Check	1	1907		PAN-O-GOLD BAKING CO.	Yes	No	No	USD	02/12/2024	964.20
			8320	705657	Check	1	1908		PAPA MURPHY'S	Yes	No	No	USD	02/12/2024	466.00
			8368	705658	Check	1	3355		PELICAN RAPIDS PUBLIC LIBRARY	Yes	No	No	USD	02/12/2024	112.90
			8356	705659	Check	1	2895	REMIT	PETERSON, STUART	Yes	No	No	USD	02/12/2024	144.00
			8322	705660	Check	1	1936		PLANK ROAD PUBLISHING, INC.	Yes	No	No	USD	02/12/2024	235.85
			8323	705661	Check	1	1951		PRECISION PRINTING	Yes	No	No	USD	02/12/2024	402.50
			8324	705662	Check	1	1954		PREMIUM WATERS, INC.	Yes	No	No	USD	02/12/2024	89.39
			8325	705663	Check	1	1996		RENNEBERG HARDWOODS	Yes	No	No	USD	02/12/2024	1,198.68
			8326	705664	Check	1	1997		RETHWISCH, FRANCINE	Yes	No	No	USD	02/12/2024	40.00
			8327	705665	Check	1	2014		ROTARY CLUB OF DETROIT LAKES M	Yes	No	No	USD	02/12/2024	101.00
			8328	705666	Check	1	2020		RWP, INC.	Yes	No	No	USD	02/12/2024	5,500.00
			8346	705667	Check	1	2497		S & G DISTRIBUTIONS	Yes	No	No	USD	02/12/2024	75.00
			8362	705668	Check	1	3241		SCREENFLEX PORTABLE PARTITION	Yes	No	No	USD	02/12/2024	7,333.00
			8329	705669	Check	1	2074		SEPTIC VAC	Yes	No	No	USD	02/12/2024	150.00
			8330	705670	Check	1	2120		STAPLES	Yes	No	No	USD	02/12/2024	222.80
			8331	705671	Check	1	2126		STEIN'S INC.	Yes	No	No	USD	02/12/2024	207.04

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Batch	Co	Bank	Pymt No	Check No	Pay Type	Grp	Code	Rcd	Vendor	Print	Recon	Void	Currency	Pmt/Void Date	Amount
0022		MW	8332	705672	Check	1	2128		STELLHER HUMAN SERVICES, INC.	Yes	No	No	USD	02/12/2024	26,800.00
			8333	705673	Check	1	2139		SUMMIT FIRE PROTECTION	Yes	No	No	USD	02/12/2024	374.00
			8357	705674	Check	1	2942		SYSCO NORTH DAKOTA, INC	Yes	No	No	USD	02/12/2024	3,663.95
			8334	705675	Check	1	2177		THE RETROFIT COMPANIES, INC	Yes	No	No	USD	02/12/2024	4,043.08
			8335	705676	Check	1	2203		TROPHY HOUSE	Yes	No	No	USD	02/12/2024	45.00
			8336	705677	Check	1	2207		TWEETON REFRIGERATION, INC.	Yes	No	No	USD	02/12/2024	115.00
			8337	705678	Check	1	2226		UPPER LAKES FOODS, INC.	Yes	No	No	USD	02/12/2024	23,066.13
			8345	705679	Check	1	2485		VISTAR	Yes	No	No	USD	02/12/2024	1,226.90
			8338	705680	Check	1	2258		WEST MUSIC COMPANY	Yes	No	No	USD	02/12/2024	785.30
			8339	705681	Check	1	2260		WESTERN PSYCHOLOGICAL SERVIC	Yes	No	No	USD	02/12/2024	536.80
			8358	705682	Check	1	3143		WHITE EARTH PUBLIC TRANSIT	Yes	No	No	USD	02/12/2024	300.00
Bank Total: MW														\$212,311.20	
Report Total:														\$212,311.20	

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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
0022		MW	8472	705759	Check	1	1005		ADVANCED BUSINESS METHODS	Yes	No	No	USD	02/26/2024	2,305.82
			8550	705760	Check	1	3314		ANDYMARK, INC.	Yes	No	No	USD	02/26/2024	114.94
			8473	705761	Check	1	1072		ASL INTERPRETING SERVICES, INC	Yes	No	No	USD	02/26/2024	404.00
			8474	705762	Check	1	1091		BECKER COUNTY ENVIRONMENTAL	Yes	No	No	USD	02/26/2024	334.00
			8539	705763	Check	1	2506		BECKER COUNTY MUSEUM	Yes	No	No	USD	02/26/2024	2,400.00
			8475	705764	Check	1	1094		BECKER COUNTY TRANSIT	Yes	No	No	USD	02/26/2024	450.00
			8541	705765	Check	1	2647		BELLEFEUILLE, DANEEN	Yes	No	No	USD	02/26/2024	70.00
			8476	705766	Check	1	1116		BLICK ART MATERIALS	Yes	No	No	USD	02/26/2024	10.55
			8477	705767	Check	1	1121		BLUE 84 SPIRIT	Yes	No	No	USD	02/26/2024	338.25
			8478	705768	Check	1	1192		CENTRAL MARKET	Yes	No	No	USD	02/26/2024	171.27
			8545	705769	Check	1	3155	REMIT	CENTRAL MCGOWAN	Yes	No	No	USD	02/26/2024	163.00
			8535	705770	Check	1	2360		CHARACTER CHALLENGE COURSE	Yes	No	No	USD	02/26/2024	1,500.00
			8542	705771	Check	1	2770		CHILED A INSTITUTE, LLC	Yes	No	No	USD	02/26/2024	10,986.99
			8479	705772	Check	1	1201		CITI CARGO & STORAGE	Yes	No	No	USD	02/26/2024	150.00
			8480	705773	Check	1	1217		CONTINENTAL CLAY COMPANY	Yes	No	No	USD	02/26/2024	464.25
			8481	705774	Check	1	1231		CULINEX	Yes	No	No	USD	02/26/2024	271.88
			8482	705775	Check	1	1244		DACOTAH PAPER COMPANY	Yes	No	No	USD	02/26/2024	2,107.19
			8483	705776	Check	1	1250		DAN SCHLAUDERAFF SERVICES LLC	Yes	No	No	USD	02/26/2024	1,855.00
			8484	705777	Check	1	1253		DAVID B. KNOPF CONSTRUCTION	Yes	No	No	USD	02/26/2024	3,078.50
			8534	705778	Check	1	2322		DELL MARKETING L.P.	Yes	No	No	USD	02/26/2024	331.00
			8485	705779	Check	1	1261		DEMCO INC.	Yes	No	No	USD	02/26/2024	231.96
			8486	705780	Check	1	1305		EAST SIDE JERSEY DAIRY ESJD	Yes	No	No	USD	02/26/2024	7,289.39
			8533	705781	Check	1	2317		EDUCATORS BENEFIT CONSULTANT	Yes	No	No	USD	02/26/2024	409.05
			8551	705782	Check	1	3373		ELLESTAD, JESSICA	Yes	No	No	USD	02/26/2024	325.00
			8487	705783	Check	1	1336	P.T.	ESSENTIA HEALTH	Yes	No	No	USD	02/26/2024	2,747.50
			8488	705784	Check	1	1358		FELDT PLUMBING LLP	Yes	No	No	USD	02/26/2024	7,492.50
			8489	705785	Check	1	1375		FLINN SCIENTIFIC INC.	Yes	No	No	USD	02/26/2024	685.82
			8490	705786	Check	1	1400		G & R CONTROLS, INC.	Yes	No	No	USD	02/26/2024	3,471.32
			8491	705787	Check	1	1408		GENERAL PARTS LLC	Yes	No	No	USD	02/26/2024	293.70
			8492	705788	Check	1	1426		GRAINGER, INC.	Yes	No	No	USD	02/26/2024	676.20
			8493	705789	Check	1	1457		HAWKINS, INC.	Yes	No	No	USD	02/26/2024	1,516.01
			8494	705790	Check	1	1487		HILLYARD / HUTCHINSON	Yes	No	No	USD	02/26/2024	4,417.65
			8495	705791	Check	1	1511		HOUGH INC.	Yes	No	No	USD	02/26/2024	1,263.19
			8536	705792	Check	1	2409	REMIT	HUT AMERICAN GROUP LLC	Yes	No	No	USD	02/26/2024	93.21
			8496	705793	Check	1	1525		HYATT REGENCY, MINNEAPOLIS	Yes	No	No	USD	02/26/2024	3,795.80
			8497	705794	Check	1	1529		ICS CONSULTING, LLC -138006	Yes	No	No	USD	02/26/2024	6,800.00
			8498	705795	Check	1	1563		INTERQUEST DETECTION CANINES	Yes	No	No	USD	02/26/2024	1,020.00
			8499	705796	Check	1	1569		J.W. PEPPER & SON, INC.	Yes	No	No	USD	02/26/2024	32.00
			8500	705797	Check	1	1601		JOHNSON CONTROLS	Yes	No	No	USD	02/26/2024	556.46
			8501	705798	Check	1	1608		JOSTENS	Yes	No	No	USD	02/26/2024	2,010.73
			8502	705799	Check	1	1638	REMIT	L&M FLEET SUPPLY, INC.	Yes	No	No	USD	02/26/2024	582.84

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Batch	Co	Bank	Pymt No	Check No	Pay Type	Grp	Code	Rcd	Vendor	Print	Recon	Void	Currency	Pmt/Void Date	Amount
0022		MW	8503	705800	Check	1	1649		LAKES COUNTRY SERVICE CO-OP	Yes	No	No	USD	02/26/2024	28,131.59
			8504	705801	Check	1	1656		LAKES SPORT SHOP	Yes	No	No	USD	02/26/2024	125.00
			8549	705802	Check	1	3288	REMIT	LEARNWELL	Yes	No	No	USD	02/26/2024	630.00
			8505	705803	Check	1	1673		LEIGHTON BROADCASTING	Yes	No	No	USD	02/26/2024	219.00
			8506	705804	Check	1	1695		MACKIN EDUCATION RESOURCES	Yes	No	No	USD	02/26/2024	885.26
			8507	705805	Check	1	1707		MARK'S ELECTRIC INC.	Yes	No	No	USD	02/26/2024	428.49
			8543	705806	Check	1	2926		MASON, TRACY	Yes	No	No	USD	02/26/2024	300.00
			8540	705807	Check	1	2598		MATT'S MOBILE DIESEL SERVICE	Yes	No	No	USD	02/26/2024	362.10
			8509	705808	Check	1	1739	REMIT	METROPOLITAN MECHANICAL CONT	Yes	No	No	USD	02/26/2024	4,544.69
			8510	705809	Check	1	1750		MILESTONES & MEMORIES, LLC	Yes	No	No	USD	02/26/2024	673.15
			8511	705810	Check	1	1753		MILLER YARD CARE AND CONSTRU	Yes	No	No	USD	02/26/2024	3,890.00
			8512	705811	Check	1	1775		MN BPA	Yes	No	No	USD	02/26/2024	2,560.00
			8513	705812	Check	1	1787		MN STATE COMMUNITY & TECHNICA	Yes	No	No	USD	02/26/2024	379.54
			8537	705813	Check	1	2420	REMIT	MRI SOFTWARE LLC	Yes	No	No	USD	02/26/2024	40.00
			8546	705814	Check	1	3234		MYNA THERAPHY SERVICES, PLLC	Yes	No	No	USD	02/26/2024	8,325.00
			8514	705815	Check	1	1831	REMIT	NAPA CENTRAL	Yes	No	No	USD	02/26/2024	16.55
			8515	705816	Check	1	1861		NOC BAY TRADING COMPANY	Yes	No	No	USD	02/26/2024	344.30
			8516	705817	Check	1	1886		OFFICE WORLD.COM	Yes	No	No	USD	02/26/2024	183.78
			8517	705818	Check	1	1907		PAN-O-GOLD BAKING CO.	Yes	No	No	USD	02/26/2024	577.26
			8518	705819	Check	1	1908		PAPA MURPHY'S	Yes	No	No	USD	02/26/2024	1,188.50
			8519	705820	Check	1	1920		PEPSI	Yes	No	No	USD	02/26/2024	3,662.96
			8520	705821	Check	1	1943		POPPLERS MUSIC STORE	Yes	No	No	USD	02/26/2024	694.70
			8521	705822	Check	1	1951		PRECISION PRINTING	Yes	No	No	USD	02/26/2024	1,600.00
			8522	705823	Check	1	1954		PREMIUM WATERS, INC.	Yes	No	No	USD	02/26/2024	176.37
			8523	705824	Check	1	1986		REDWOOD TOXICOLOGY LABORATC	Yes	No	No	USD	02/26/2024	33.29
			8524	705825	Check	1	2016		RPM ATHLETICS LLC	Yes	No	No	USD	02/26/2024	6,735.00
			8547	705826	Check	1	3241		SCREENFLEX PORTABLE PARTITION	Yes	No	No	USD	02/26/2024	1,429.00
			8525	705827	Check	1	2018		SQUIRES, WALDSPURGER & MACE,	Yes	No	No	USD	02/26/2024	2,809.00
			8526	705828	Check	1	2120		STAPLES	Yes	No	No	USD	02/26/2024	239.77
			8527	705829	Check	1	2126		STEIN'S INC.	Yes	No	No	USD	02/26/2024	134.04
			8544	705830	Check	1	2942		SYSCO NORTH DAKOTA, INC	Yes	No	No	USD	02/26/2024	5,279.31
			8508	705831	Check	1	1716	REMIT	THE MASTER TEACHER, INC	Yes	No	No	USD	02/26/2024	5,710.00
			8528	705832	Check	1	2196		TRAINING ROOM, INC.	Yes	No	No	USD	02/26/2024	1,502.11
			8548	705833	Check	1	3260		TRIBAL SPIRIT INC	Yes	No	No	USD	02/26/2024	1,357.00
			8529	705834	Check	1	2207		TWEETON REFRIGERATION, INC.	Yes	No	No	USD	02/26/2024	4,979.80
			8530	705835	Check	1	2226		UPPER LAKES FOODS, INC.	Yes	No	No	USD	02/26/2024	18,308.60
			8538	705836	Check	1	2485		VISTAR	Yes	No	No	USD	02/26/2024	1,758.77
			8531	705837	Check	1	2252		WEBBER FAMILY MOTORS	Yes	No	No	USD	02/26/2024	403.03

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Batch	Co	Bank	Pymt No	Check No	Pay Type	Grp	Code	Rcd	Vendor	Print	Recon	Void	Currency	Pmt/Void Date	Amount
0022		MW	8532	705838	Check	1	2258		WEST MUSIC COMPANY	Yes	No	No	USD	02/26/2024	158.10
														Bank Total: MW	\$183,992.03
														Report Total:	\$183,992.03

HAND PAYABLES SUMMARY (JANUARY 2024)

Pmt No	Check No	Pay Type	Vendor	Date	Amount
7828		Wire	WEX HEALTH INC - HSA/FLEX	1/2/2024	\$ 15,201.81
7829		Wire	MINNESOTA STATE RETIREMENT SYS	1/2/2024	\$ 13,949.78
7830		Wire	AVIBEN	1/2/2024	\$ 38,104.42
7842		Wire	CONSTELLATION NEW ENERGY GAS D	1/2/2024	\$ 3,760.58
7843		Wire	EMC INSURANCE COMPANIES	1/2/2024	\$ 16,978.75
7844		Wire	PERFORMANCE FOODSERVICE	1/2/2024	\$ 550.35
7845		Wire	QUADIENT FINANCE USA, INC.	1/2/2024	\$ 1,000.00
7846		Wire	LAKES COUNTRY SERVICE CO-OP INSURANCE POOL	1/2/2024	\$ 295,390.62
7936		Wire	CITY OF DETROIT LAKES	1/5/2024	\$ 1,109.68
7937		Wire	PERFORMANCE FOODSERVICE	1/5/2024	\$ 3,072.16
7957		Wire	PUBLIC EMPLOYEES RETIREMENT ASSOC	1/10/2024	\$ 44,262.02
7958		Wire	MN TEACHERS RETIREMENT ASSOC.	1/10/2024	\$ 125,044.94
7993		Wire	BIX PRODUCE	1/11/2024	\$ 11,165.70
7994		Wire	CAPITAL ONE TRADE CREDIT	1/11/2024	\$ 88.41
7995		Wire	CASH-WA DISTRIBUTING CO.	1/11/2024	\$ 1,740.90
7996		Wire	MINNESOTA ENERGY RESOURCES	1/11/2024	\$ 838.33
7997		Wire	MINNESOTA ENERGY RESOURCES	1/11/2024	\$ 833.73
7998		Wire	MINNESOTA ENERGY RESOURCES	1/11/2024	\$ 77.76
7999		Wire	MINNESOTA ENERGY RESOURCES	1/11/2024	\$ 230.29
8000		Wire	MN DEPT OF REVENUE -SALES TAX	1/11/2024	\$ 1,203.00
8001		Wire	USPS.COM	1/11/2024	\$ 44.53
8002		Wire	INTERNAL REVENUE SERVICE	1/12/2024	\$ 195,418.82
8003		Wire	MN DEPT OF REVENUE -PAYROLL TAXES	1/12/2024	\$ 30,619.84
8021		Wire	BOND TRUST SERVICES CORPORATION	1/22/2024	\$ 3,619,090.63
8022		Wire	DETROIT LAKES DISPOSAL	1/22/2024	\$ 4,995.07
8097		Wire	MN DEPT OF REVENUE - LEVY	1/18/2024	\$ 551.74
8098		Wire	BIX PRODUCE	1/19/2024	\$ 4,716.78
8099		Wire	CASH-WA DISTRIBUTING CO.	1/19/2024	\$ 1,019.11
8100		Wire	CITY OF DETROIT LAKES	1/19/2024	\$ 14,789.22
8101		Wire	CITY OF DETROIT LAKES	1/19/2024	\$ 296.09
8102		Wire	CITY OF DETROIT LAKES	1/19/2024	\$ 235.48
8103		Wire	CITY OF DETROIT LAKES	1/19/2024	\$ 4,929.36
8104		Wire	LAKES COMMUNITY COOPERATIVE	1/19/2024	\$ 2,469.14
8105		Wire	MINNESOTA ENERGY RESOURCES	1/19/2024	\$ 214.37
8106		Wire	PERFORMANCE FOODSERVICE	1/19/2024	\$ 517.96
8107		Wire	PERFORMANCE FOODSERVICE	1/19/2024	\$ 818.44
8121		Wire	AMAZON	1/19/2024	\$ 10,364.44
8122		Wire	CITY OF DETROIT LAKES	1/22/2024	\$ 139.42
8123		Wire	CITY OF DETROIT LAKES	1/22/2024	\$ 15,591.03
8124		Wire	CITY OF DETROIT LAKES	1/22/2024	\$ 1,038.14
8125		Wire	CITY OF DETROIT LAKES	1/22/2024	\$ 985.34
8126		Wire	CITY OF DETROIT LAKES	1/22/2024	\$ 238.46
8127		Wire	CITY OF DETROIT LAKES	1/22/2024	\$ 425.89
8128		Wire	MINNESOTA ENERGY RESOURCES	1/22/2024	\$ 615.82
8129		Wire	MINNESOTA ENERGY RESOURCES	1/22/2024	\$ 396.47
8130		Wire	MINNESOTA ENERGY RESOURCES	1/22/2024	\$ 7,360.68
8131		Wire	MINNESOTA ENERGY RESOURCES	1/22/2024	\$ 2,854.58
8132		Wire	PERFORMANCE FOODSERVICE	1/22/2024	\$ 5,058.72
8133		Wire	PERFORMANCE FOODSERVICE	1/22/2024	\$ 1,635.50
8134		Wire	QUADIENT LEASING USA, INC.	1/22/2024	\$ 722.10
8135		Wire	VERIZON WIRELESS	1/22/2024	\$ 637.10
8136		Wire	VERIZON WIRELESS	1/22/2024	\$ 555.74
8137		Wire	METLIFE	1/22/2024	\$ 6,201.98
8153		Wire	WEX HEALTH INC - HSA/FLEX	1/22/2024	\$ 16,011.41
8154		Wire	MINNESOTA STATE RETIREMENT SYS	1/22/2024	\$ 13,989.78
8155		Wire	AVIBEN	1/22/2024	\$ 38,805.87
8156		Wire	PUBLIC EMPLOYEES RETIREMENT ASSOC	1/24/2024	\$ 27,231.42
8157		Wire	MN TEACHERS RETIREMENT ASSOC.	1/24/2024	\$ 124,891.97
8180		Wire	BIX PRODUCE	1/25/2024	\$ 7,821.73
8181		Wire	CASH-WA DISTRIBUTING CO.	1/25/2024	\$ 981.64
8182		Wire	USPS.COM	1/25/2024	\$ 953.93
8208		Wire	INTERNAL REVENUE SERVICE	1/30/2024	\$ 224,762.21
8209		Wire	MN DEPT OF REVENUE -PAYROLL TAXES	1/30/2024	\$ 36,473.73
8221		Wire	CASH-WA DISTRIBUTING CO.	1/31/2024	\$ 1,733.60
8222		Wire	CONSTELLATION NEW ENERGY GAS D	1/31/2024	\$ 3,842.96
8223		Wire	MINNESOTA ENERGY RESOURCES	1/31/2024	\$ 2,081.19
8224		Wire	PERFORMANCE FOODSERVICE	1/31/2024	\$ 1,593.47
8225		Wire	PERFORMANCE FOODSERVICE	1/31/2024	\$ 51.97
8226		Wire	QUADIENT FINANCE USA, INC.	1/31/2024	\$ 1,000.00

8227		Wire	CORPORATE PAYMENT SYSTEMS	1/31/2024	\$	7,835.77
8228		Wire	PERFORMANCE FOODSERVICE	1/31/2024	\$	1,739.45
8229		Wire	MIDWEST BANK	1/31/2024	\$	10.00
8230		Wire	MIDWEST BANK	1/31/2024	\$	10.00
8231		Wire	MIDWEST BANK	1/31/2024	\$	20.00
8232		Wire	MIDWEST BANK	1/31/2024	\$	10.00
8233		Wire	MIDWEST BANK	1/31/2024	\$	8.00
8234		Wire	MIDWEST BANK	1/31/2024	\$	100.00
8235		Wire	MIDWEST BANK	1/31/2024	\$	10.00
8236		Wire	AUTHORIZE.NET GATEWAY BILLING	1/31/2024	\$	10.00
8237		Wire	VANTIV BILLING / WORLDPAY	1/31/2024	\$	87.90
8238		Wire	REVTRAK	1/31/2024	\$	29.95
8239		Wire	TRANSFIRST AFFINETY	1/31/2024	\$	393.39
8240		Wire	WEX HEALTH INC	1/31/2024	\$	23,818.33
8241		Wire	WEX HEALTH INC	1/31/2024	\$	442.75
7834	705248	Check	BARTUNEK, BRYCE	1/2/2024	\$	230.00
7835	705249	Check	CAMRUD, CONNOR	1/2/2024	\$	120.00
7840	705250	Check	GRAHAM, HUNTER	1/2/2024	\$	230.00
7832	705251	Check	JOHNSON, RICH	1/2/2024	\$	146.00
7838	705252	Check	KIPPEN, JACK	1/2/2024	\$	165.00
7836	705253	Check	LENZEN, NICK	1/2/2024	\$	60.00
7837	705254	Check	LENZEN, NICK	1/2/2024	\$	60.00
7833	705255	Check	MURPHY, BLAKE	1/2/2024	\$	165.00
7839	705256	Check	OKESON, MATTHEW	1/2/2024	\$	230.00
7831	705257	Check	SLACK, DEB	1/2/2024	\$	160.26
7841	705258	Check	SMITH, KYLE	1/2/2024	\$	180.00
7938	705333	Check	ANDERSON COACH OF FRAZEE, INC.	1/5/2024	\$	29,991.20
7946	705334	Check	BECKER COUNTY MUSEUM	1/5/2024	\$	30.00
7948	705335	Check	BIRKELAND, TIM	1/5/2024	\$	145.00
7939	705336	Check	CENTRAL MARKET	1/5/2024	\$	624.41
7947	705337	Check	ENGEL, ROD	1/5/2024	\$	145.00
7952	705338	Check	FM HOCKEY OFFICIALS	1/5/2024	\$	1,168.50
7940	705339	Check	FODE, STEVEN	1/5/2024	\$	60.00
7941	705340	Check	HUB 41	1/5/2024	\$	3,450.00
7953	705341	Check	JAKE'S PIZZA	1/5/2024	\$	430.00
7942	705342	Check	JIMMY JOHNS #1897	1/5/2024	\$	343.71
7956	705343	Check	MADISON NATIONAL LIFE INSURANCE	1/5/2024	\$	2,477.83
7949	705344	Check	MARTINSON, RICK	1/5/2024	\$	192.16
7950	705345	Check	MINNESOTA BAND DIRECTORS ASSOCIATION	1/5/2024	\$	150.00
7955	705346	Check	MT. ITASCA NORDIC SKI ASSOCIATION	1/5/2024	\$	136.00
7951	705347	Check	NDSCS PERFORMING ARTS	1/5/2024	\$	225.00
7943	705348	Check	OLANDER BUS SERVICE INC.	1/5/2024	\$	197,508.75
7944	705349	Check	SCHULTZ BUS COMPANY	1/5/2024	\$	105,660.70
7954	705350	Check	SCHUTT SPORTS, LLC	1/5/2024	\$	3,848.85
7945	705351	Check	UNIV. OF MINNESOTA-CROOKSTON	1/5/2024	\$	50.00
7983	705352	Check	MOONEY, LAURIE	1/11/2024	\$	200.00
7984	705353	Check	AXT, SAM	1/11/2024	\$	274.00
7971	705354	Check	BARBERG, HANNAH	1/11/2024	\$	30.00
7969	705355	Check	BARBERG, JOB	1/11/2024	\$	30.00
7990	705356	Check	BELLIG, SAM	1/11/2024	\$	150.00
7976	705357	Check	BOEHM, VANESSA	1/11/2024	\$	195.26
7966	705358	Check	BURNSIDE, BRADY	1/11/2024	\$	100.00
7967	705359	Check	DILLARD, MARY	1/11/2024	\$	210.98
7968	705360	Check	ECKHOFF, CAMI	1/11/2024	\$	71.22
7985	705361	Check	ERICKSON-DURKEE, KYLIE	1/11/2024	\$	258.00
7977	705362	Check	FM HOCKEY OFFICIALS	1/11/2024	\$	1,168.50
7959	705363	Check	FODE, STEVEN	1/11/2024	\$	60.00
7978	705364	Check	GILSDORF, MEGAN	1/11/2024	\$	37.50
7991	705365	Check	HENDRICKSON, ETHAN	1/11/2024	\$	30.00
7960	705366	Check	ISD #152	1/11/2024	\$	275.00
7961	705367	Check	JIMMY JOHNS #1897	1/11/2024	\$	359.10
7974	705368	Check	KLINNERT, JOHN	1/11/2024	\$	150.00
7986	705369	Check	KRUEL, ELLA	1/11/2024	\$	188.00
7970	705370	Check	LAFRINIERE, TORI	1/11/2024	\$	37.50
7987	705371	Check	LANZ, SYDNEY	1/11/2024	\$	238.00
7992	705372	Check	MATHIASON, HENRY	1/11/2024	\$	30.00
7975	705373	Check	MN FFA ASSOCIATION	1/11/2024	\$	20.00
7962	705374	Check	MN REGION 1 FFA	1/11/2024	\$	1,022.00
7963	705375	Check	MN REGION 1 FFA	1/11/2024	\$	20.00
7964	705376	Check	MN REGION 1 FFA	1/11/2024	\$	88.00
7982	705377	Check	MT. ITASCA NORDIC SKI ASSOCIATION	1/11/2024	\$	136.00
7989	705378	Check	ROSS, CHUCK	1/11/2024	\$	150.00
7988	705379	Check	RUDE, COURTNEY	1/11/2024	\$	118.00
7965	705380	Check	SMITH, QUENTIN	1/11/2024	\$	400.00

7980	705381	Check	WESTHOLTER, JASON	1/11/2024	\$ 60.00
7973	705382	Check	WHEELING, EMMERY	1/11/2024	\$ 60.00
7981	705383	Check	ZEHNACKER, NANCY	1/11/2024	\$ 30.00
7972	705384	Check	ZURN, CARLY	1/11/2024	\$ 141.99
7979	705385	Check	ZURN, CAROLINE	1/11/2024	\$ 60.00
8006	705386	Check	AFSCME COUNCIL 65	1/12/2024	\$ 284.56
8004	705387	Check	AMERICAN FAMILY LIFE ASSURANCE CO	1/12/2024	\$ 252.44
8008	705388	Check	D. L. ATHLETIC FOUNDATION	1/12/2024	\$ 155.00
8009	705389	Check	D.L. PUBLIC EDUC FOUNDATION	1/12/2024	\$ 30.00
8005	705390	Check	MINNESOTA CHILD SUPPORT	1/12/2024	\$ 774.90
8011	705391	Check	MN SCHOOL EMPLOYEES ASSOC.	1/12/2024	\$ 83.66
8012	705392	Check	ND CHILD SUPPORT DIVISION	1/12/2024	\$ 59.66
8010	705393	Check	SUPPORT PAYMENT CLEARINGHOUSE	1/12/2024	\$ 335.91
8007	705394	Check	UNITED WAY OF BECKER COUNTY	1/12/2024	\$ 188.00
8017	705395	Check	ARD, LORI	1/16/2024	\$ 145.00
8018	705396	Check	ASKEGAARD, MASON	1/16/2024	\$ 150.00
8013	705397	Check	CAULFIELD STUDIO	1/16/2024	\$ 225.00
8014	705398	Check	HAUKEBO, BETTY	1/16/2024	\$ 197.40
8019	705399	Check	HOISINGTON, KYLE	1/16/2024	\$ 266.50
8020	705400	Check	KOLLES, LINDA	1/16/2024	\$ 197.40
8015	705401	Check	NUDELL, ROB	1/16/2024	\$ 150.00
8016	705402	Check	RIEDEL, LOGAN	1/16/2024	\$ 150.00
8114	705477	Check	CAMRUD, CONNOR	1/19/2024	\$ 120.00
8115	705478	Check	CAMRUD, CONNOR	1/19/2024	\$ 60.00
8120	705479	Check	COLBECK, SCOTT	1/19/2024	\$ 150.00
8108	705480	Check	FODE, STEVEN	1/19/2024	\$ 120.00
8119	705481	Check	GIOVANNI'S PIZZA	1/19/2024	\$ 292.00
8109	705482	Check	ISD #31	1/19/2024	\$ 180.00
8110	705483	Check	JIMMY JOHNS #1897	1/19/2024	\$ 343.71
8111	705484	Check	JOHNSON, RICH	1/19/2024	\$ 86.00
8112	705485	Check	LEARY, CHRIS	1/19/2024	\$ 276.22
8116	705486	Check	LENZEN, NICK	1/19/2024	\$ 120.00
8113	705487	Check	NYGAARD, JEFF	1/19/2024	\$ 195.00
8118	705488	Check	ROSS, CHUCK	1/19/2024	\$ 150.00
8117	705489	Check	SCHOSSOW, JEREMIE	1/19/2024	\$ 150.00
8150	705490	Check	AMERICAN BUS SALES, LLC	1/22/2024	\$ 100,417.00
8138	705491	Check	ARVIG COMMUNICATION SYSTEMS	1/22/2024	\$ 690.86
8146	705492	Check	BECKER COUNTY MOTOR VEHICLE	1/22/2024	\$ 514.00
8145	705493	Check	BIRKELAND, TIM	1/22/2024	\$ 240.00
8148	705494	Check	CIHAK, ISAAC	1/22/2024	\$ 240.00
8139	705495	Check	FODE, STEVEN	1/22/2024	\$ 240.00
8151	705496	Check	KLAPOTZ, CARVER	1/22/2024	\$ 550.47
8140	705497	Check	LAKER LOCKER	1/22/2024	\$ 450.00
8144	705498	Check	LENZEN, NICK	1/22/2024	\$ 240.00
8152	705499	Check	MADISON NATIONAL LIFE INSURANCE	1/22/2024	\$ 2,224.23
8149	705500	Check	NDSCS PERFORMING ARTS	1/22/2024	\$ 540.00
8147	705501	Check	OKESON, MATTHEW	1/22/2024	\$ 240.00
8143	705502	Check	SALATHE, SAMANTHA	1/22/2024	\$ 145.76
8142	705503	Check	TUCKER, STEVE	1/22/2024	\$ 240.00
8141	705504	Check	WORLD STRIDES	1/22/2024	\$ 28,880.00
8178	705505	Check	ASKEGAARD, SAM	1/25/2024	\$ 150.00
8166	705506	Check	BARTUNEK, BRYCE	1/25/2024	\$ 171.20
8165	705507	Check	BENHAM, RICK	1/25/2024	\$ 171.20
8172	705508	Check	BIRKELAND, TIM	1/25/2024	\$ 145.00
8158	705509	Check	CAULFIELD STUDIO	1/25/2024	\$ 262.50
8175	705510	Check	ENDRESON, MATT	1/25/2024	\$ 150.00
8159	705511	Check	FODE, STEVEN	1/25/2024	\$ 60.00
8160	705512	Check	FODE, STEVEN	1/25/2024	\$ 60.00
8169	705513	Check	FUHS, STEVE	1/25/2024	\$ 60.00
8168	705514	Check	ISD #23	1/25/2024	\$ 225.00
8164	705515	Check	ISD #482	1/25/2024	\$ 80.00
8177	705516	Check	KOLLES, LINDA	1/25/2024	\$ 52.67
8161	705517	Check	LAKER LOCKER	1/25/2024	\$ 572.00
8167	705518	Check	LENZEN, NICK	1/25/2024	\$ 60.00
8176	705519	Check	MAPLELAG INC.	1/25/2024	\$ 80.00
8173	705520	Check	PALUBICKI, MEGHAN	1/25/2024	\$ 230.15
8174	705521	Check	PENNICK, KOBY	1/25/2024	\$ 150.00
8162	705522	Check	REGION 6 BPA	1/25/2024	\$ 410.00
8170	705523	Check	SAVARY, DYLAN	1/25/2024	\$ 145.00
8171	705524	Check	SAVARY, DYLAN	1/25/2024	\$ 145.00
8163	705525	Check	SOLUM, RACHEL	1/25/2024	\$ 207.10
8179	705526	Check	STERNITZKY, ZORA	1/25/2024	\$ 12.40
8205	705527	Check	BERG, WESLEY	1/30/2024	\$ 20.00
8189	705528	Check	CAMRUD, CONNOR	1/30/2024	\$ 120.00

8204	705529	Check	CANNON, LANDON	1/30/2024	\$ 60.00
8183	705530	Check	CONCORDIA COLLEGE	1/30/2024	\$ 786.50
8184	705531	Check	DETROIT LAKES FLORAL & GIFTS	1/30/2024	\$ 115.20
8203	705532	Check	ECKHOFF, BENNETT	1/30/2024	\$ 60.00
8196	705533	Check	EVERT, CHUCK	1/30/2024	\$ 150.00
8185	705534	Check	FODE, STEVEN	1/30/2024	\$ 120.00
8186	705535	Check	FODE, STEVEN	1/30/2024	\$ 120.00
8187	705536	Check	HOGIE, BRAEDEN	1/30/2024	\$ 187.50
8206	705537	Check	ISD # 146	1/30/2024	\$ 50.00
8195	705538	Check	ISD #726	1/30/2024	\$ 350.00
8202	705539	Check	JACOBSON, REED	1/30/2024	\$ 60.00
8198	705540	Check	LAKES AREA BOXING	1/30/2024	\$ 558.64
8190	705541	Check	LENZEN, NICK	1/30/2024	\$ 120.00
8191	705542	Check	LENZEN, NICK	1/30/2024	\$ 120.00
8192	705543	Check	LENZEN, NICK	1/30/2024	\$ 120.00
8201	705544	Check	MOSS, DAMARION	1/30/2024	\$ 60.00
8199	705545	Check	NORTHERN MN ROBOTICS CONFERENCE	1/30/2024	\$ 150.00
8188	705546	Check	PIRATE RADIO PRODUCTIONS	1/30/2024	\$ 500.00
8200	705547	Check	PONTINEN, STACY	1/30/2024	\$ 105.00
8194	705548	Check	RIEDEL, LOGAN	1/30/2024	\$ 150.00
8207	705549	Check	ROLL, GLEN	1/30/2024	\$ 150.00
8197	705550	Check	SNOBL, PRESTON	1/30/2024	\$ 210.00
8193	705551	Check	SNOBLE, SCOTT	1/30/2024	\$ 290.00
8212	705552	Check	AFSCME COUNCIL 65	1/30/2024	\$ 284.56
8210	705553	Check	AMERICAN FAMILY LIFE ASSURANCE CO	1/30/2024	\$ 252.44
8214	705554	Check	D. L. ATHLETIC FOUNDATION	1/30/2024	\$ 155.00
8218	705555	Check	D.L. EDUCATION MINNESOTA (PARA)	1/30/2024	\$ 1,158.50
8217	705556	Check	D.L. EDUCATION MINNESOTA (TEACHER)	1/30/2024	\$ 19,301.10
8215	705557	Check	D.L. PUBLIC EDUC FOUNDATION	1/30/2024	\$ 30.00
8211	705558	Check	MINNESOTA CHILD SUPPORT	1/30/2024	\$ 774.90
8219	705559	Check	MN SCHOOL EMPLOYEES ASSOC.	1/30/2024	\$ 145.76
8216	705560	Check	SUPPORT PAYMENT CLEARINGHOUSE	1/30/2024	\$ 335.91
8213	705561	Check	UNITED WAY OF BECKER COUNTY	1/30/2024	\$ 188.00
8220	705562	Check	ND CHILD SUPPORT DIVISION	1/31/2024	\$ 128.61

\$5,574,513.58

PERSONNEL AGENDA

February 26, 2024

- 1) **Resignations:**
 - Devin Arthur– High School Custodian, effective February 6, 2024.
 - Benjamin Aastuen— Middle School Math Teacher, effective end of 23-24 School Year.
 - Benjamin Aastuen– Middle School Girls Basketball Coach, effective January 31, 2024.
 - Benjamin Aastuen– Middle School Boys Basketball Coach, effective February 24, 2024.
 - Benjamin Aastuen– Middle School Track and Field Coach, effective January 31, 2024.
 - Benjamin Aastuen– Middle School Girls Soccer Coach, effective January 31, 2024.
 - Alissa Oneill– Rossman Paraprofessional, effective February 9, 2024.
 - Melissa Ostlie– Middle School Math Teacher, effective end of 23-24 School Year.
 - Kyle Pope– High School Custodian, effective January 9, 2024.
 - Angie Schute– Middle School Girls Softball Coach, effective February 13, 2024.
- 2) **Retirements:**
 - Shelly Gilson– Rossman 4th Grade Teacher, effective end of 23-24 School Year.
- 3) **Appointments:**
 - Paula Breidenback– Rossman Special Education Paraprofessional, at the rate of \$17.20 per hour, working 37.5 hours per week, effective February 5, 2024.
 - Laura Jensen– Middle School Track Coach, at the rate of \$2,256.89 per season, effective April 2, 2024.
 - Edgar Negron– Roosevelt Special Education Paraprofessional, at the rate of \$17.20 per hour, working 37.5 hours per week, effective February 7, 2024.
 - Clare Nemec– Rossman Long term Substitute, the rate of pay is per Sub Contract, effective February 5, 2024 through April 15, 2024.
 - Eugene Shipman– High School Custodian, at the rate of \$19.10 per hour plus \$1.00 differential pay, working 40 hours per week, effective February 26, 2024.
- 4) **Amended Assignment:**
 - Cassie Kippen– Rossman Paraprofessional is amending her resignation date from March 1, 2024 to February 2, 2024.
 - Greta Moen-Oak– Long Term Sub is amending her assignment start date from January 29, 2024 to January 18, 2024.
 - Rachel Moen– is amending her assignment from 9th Grade Girls Track to Assistant Varsity Boys Track, effective March 11, 2024.
 - Bradley Swiers– is amending his assignment from 9th Grade Baseball Coach to Assistant Varsity Baseball Coach, effective March 11, 2024.
 - Ryan Zunich– is amending his assignment from Assistant Varsity Boys Track Coach to Head Varsity Boys Track Coach, effective March 11, 2024.
- 5) **Termination:**
 - Tiffanie Trautman– Roosevelt Special Education Paraprofessional, effective January 30, 2024.
- 6) **Leave of Absence:**
 - Elizabeth McCann– High School Administrative Assistant is requesting a leave of absence from April 2, 2024 through July 2, 2024.
 - Ashley Schober– Food Service Production Assistant is requesting a leave of absence from January 10, 2024 through May 23, 2024.

Hailey Swiers– Roosevelt Teacher is requesting a leave of absence from May 7, 2024 through May 24, 2024.

Date Adopted: 10/13/97	File Number: Detroit Lakes Policy - 410
Date Revised: 11/10/08; 11/12/20; 11/15/21, <u>02/26/24</u>	

410 - FAMILY AND MEDICAL LEAVE POLICY

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

I. PURPOSE

The purpose of this policy is to provide for family and medical leave to school district employees in accordance with the Family and Medical Leave Act of 1993 (FMLA) and also with parenting leave under state law.

II. GENERAL STATEMENT OF POLICY

The following procedures and policies regarding family and medical leave are adopted by the school district, pursuant to the requirements of the FMLA and consistent with the requirements of the Minnesota parenting leave laws.

III. DEFINITIONS

A. "Covered active duty" means:

1. in the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country; and
2. in the case of a member of a reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a call or order to active duty under a provision of law referred to in 10 U.S.C. § 101(a)(13)(B).

B. "Covered servicemember" means:

1. a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or
2. a covered veteran who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness and who was a member of the Armed Forces, including a member of the National Guard or Reserves, and was discharged or released under conditions other than dishonorable, at any time during the period of five years preceding the first date the eligible employee takes FMLA leave to care for the covered veteran.

C. "Eligible employee" means an employee who has been employed by the school district for a total of at least 12 months and who has been employed for at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave. An employee returning from fulfilling his or her Uniformed Services Employment and Reemployment Rights Act (USERRA)-covered service obligation shall be credited with the hours of service that would have been performed but for the period of absence from work due to or necessitated by USERRA-covered service. In determining whether the employee met the hours of

service requirement, and to determine the hours that would have been worked during the period of absence from work due to or necessitated by USERRA-covered service, the employee's pre-service work schedule can generally be used for calculations. While the 12 months of employment need not be consecutive, employment periods prior to a break in service of seven years or more may not be counted unless the break is occasioned by the employee's fulfillment of his or her USERRA-covered service obligation or a written agreement, including a collective bargaining agreement, exists concerning the school district's intention to rehire the employee after the break in service.

- D. "Military caregiver leave" means leave taken to care for a covered servicemember with a serious injury or illness.

- E. "Next of kin of a covered servicemember" means the nearest blood relative other than the covered servicemember's spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the covered servicemember by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered servicemember has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of military caregiver leave under the FMLA. When no such designation is made and there are multiple family members with the same level of relationship to the covered servicemember, all such family members shall be considered the covered servicemember's next of kin, and the employee may take FMLA leave to provide care to the covered servicemember, either consecutively or simultaneously. When such designation has been made, the designated individual shall be deemed to be the covered servicemember's only next of kin.

- F. "Outpatient status" means, with respect to a covered servicemember who is a current member of the Armed Forces, the status of a member of the Armed Forces assigned to:
 - 1. a military medical treatment facility as an outpatient; or
 - 2. a unit established for the purpose of providing command and control of members of the Armed Forces receiving care as outpatients.

- G. "Qualifying exigency" means a situation where the eligible employee seeks leave for one or more of the following reasons:
 - 1. to address any issues that arise from a short-notice deployment (seven calendar days or less) of a covered military member;
 - 2. to attend military events and related activities of a covered military member;
 - 3. to address issues related to childcare and school activities of a covered military member's child;
 - 4. to address financial and legal arrangements for a covered military member;
 - 5. to attend counseling provided by someone other than a health care provider for oneself, a covered military member, or his/her child;
 - 6. to spend up to 15 calendar days with a covered military member who is on short-term, temporary rest and recuperation leave during a period of deployment;
 - 7. to attend post-deployment activities related to a covered military member;

8. to address parental care needs; and
 9. to address other events related to a covered military member that both the employee and school district agree is a qualifying exigency.
- H. "Serious health condition" means an illness, injury, impairment, or physical or mental condition that involves:
1. inpatient care in a hospital, hospice, or residential medical care facility; or
 2. continuing treatment by a health care provider.
- I. "Spouse" means a husband or wife. For purposes of this definition, husband or wife refers to the other person with whom an individual entered into marriage as defined or recognized under state law for purposes of marriage in the state in which the marriage was entered into or, in the case of a marriage entered into outside of any state, if the marriage is valid in the place where entered into and could have been entered into in at least one state. This definition includes an individual in a same-sex or common law marriage that either: (1) was entered into in a state that recognizes such marriages; or (2) if entered into outside of any state, is valid in the place where entered into and could have been entered into in at least one state.
- J. "Veteran" has the meaning given in 38 U.S.C. § 101.

IV. LEAVE ENTITLEMENT

A. Twelve-week Leave under Federal Law

1. Eligible employees are entitled to a total of 12 work weeks of unpaid family or medical leave during the applicable 12-month period as defined below, plus any additional leave as required by law. Leave may be taken for one or more of the following reasons in accordance with applicable law:
 - a. birth of the employee's child and to care for such child;
 - b. placement of an adopted child or foster child with the employee;
 - c. to care for the employee's spouse, son, daughter, or parent with a serious health condition;
 - d. the employee's serious health condition makes the employee unable to perform the functions of the employee's job; and/or
 - e. any qualifying exigency arising from the employee's spouse, son, daughter, or parent being on covered active duty, or notified of an impending call or order to covered active duty in the Armed Forces.
2. For the purposes of this policy, "year" is defined as a rolling 12-month period measured backward from the date an employee's leave is to commence.
3. An employee's entitlement to FMLA leave for the birth, adoption, or foster care of a child expires at the end of the 12-month period beginning on the date of the birth or placement.
4. A "serious health condition" typically requires either inpatient care or continuing treatment by or under the supervision of a health care provider, as

defined by applicable law. Family and medical leave generally is not intended to cover short-term conditions for which treatment and recovery are very brief.

5. A "serious injury or illness," in the case of a member of the Armed Forces including a member of the National Guard or Reserves, means:
 - a. Injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating; and
 - b. in the case of a covered veteran who was a member of the Armed Forces, including a member of the National Guard or Reserves, at any time, during the period of five years preceding the date on which the veteran undergoes the medical treatment, recuperation, or therapy, means a qualifying injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty in the Armed Forces and that manifested itself before or after the member became a veteran, and is:
 - (1) a continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the servicemember unable to perform the duties of the servicemember's office, grade, rank, or rating; or
 - (2) a physical or mental condition for which the covered veteran has received a U.S. Department of Veterans Affairs Service-Related Disability (VASRD) rating of 50 percent or greater and such VASRD rating is based, in whole or in part, on the condition precipitating the need for military caregiver leave; or
 - (3) a physical or mental condition that substantially impairs the covered veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service, or would do so absent treatment; or
 - (4) an injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veteran Affairs Program of Comprehensive Assistance for Family Caregivers.
6. Eligible spouses employed by the school district are limited to an aggregate of 12 weeks of leave during any 12-month period for the birth and care of a newborn child or adoption of a child, the placement of a child for foster care, or to care for a parent. This limitation for spouses employed by the school district does not apply to leave taken: by one spouse to care for the other spouse who is seriously ill; to care for a child with a serious health condition; because of the employee's own serious health condition; or pursuant to Paragraph IV.A.1.e. above.
7. Depending on the type of leave, intermittent or reduce schedule leave may be granted in the discretion of the school district or when medically necessary. However, part-time employees are only eligible for a pro-rata portion of leave to be used on an intermittent or reduced schedule basis, based on their average hours worked per week. Where an intermittent or reduced schedule

leave is foreseeable based on planned medical treatment, the school district may transfer the employee temporarily to an available alternative position for which the employee is qualified and which better accommodates recurring periods of leave than does the employee's regular position, and which has equivalent pay and benefits.

8. If an employee requests a leave for the serious health condition of the employee or the employee's spouse, child, or parent, the employee will be required to submit sufficient medical certification. In such a case, the employee must submit the medical certification within 15 days from the date of the request or as soon as practicable under the circumstances.
9. If the school district has reason to doubt the validity of a health care provider's certification, it may require a second opinion at the school district's expense. If the opinions of the first and second health care providers differ, the school district may require certification from a third health care provider at the school district's expense. An employee may also be required to present a certification from a health care provider indicating that the employee is able to return to work.
10. Requests for leave shall be made to the school district. When leave relates to an employee's spouse, son, daughter, parent, or covered servicemember being on covered active duty, or notified of an impending call or order to covered active duty pursuant to Paragraph IV.A.1.e. above, and such leave is foreseeable, the employee shall provide reasonable and practical notice to the school district of the need for leave. For all other leaves, employees must give 30 days' written notice of a leave of absence where practicable. The failure to provide the required notice may result in a delay of the requested leave. Employees are expected to make a reasonable effort to schedule leaves resulting from planned medical treatment so as not to disrupt unduly the operations of the school district, subject to and in coordination with the health care provider.
11. The school district may require that a request for leave under Paragraph IV.A.1.e. above be supported by a copy of the covered military member's active duty orders or other documentation issued by the military indicating active duty or a call to active duty status and the dates of active duty service. In addition, the school district may require the employee to provide sufficient certification supporting the qualifying exigency for which leave is requested.
12. During the period of a leave permitted under this policy, the school district will provide health insurance under its group health plan under the same conditions coverage would have been provided had the employee not taken the leave. The employee will be responsible for payment of the employee contribution to continue group health insurance coverage during the leave. An employee's failure to make necessary and timely contributions may result in termination of coverage. An employee who does not return to work after the leave may be required, in some situations, to reimburse the school district for the cost of the health plan premiums paid by it.
13. The school district may request or require the employee to substitute accrued paid leave for any part of the 12-week period. Employees may be allowed to substitute paid leave for unpaid leave by meeting the requirements set out in the administrative directives and guidelines established for the implementation of this policy, if any. Employees eligible for leave must comply with the family and medical leave directives and guidelines prior to starting leave. The superintendent shall be responsible to develop directives and guidelines as necessary to implement this policy. Such directives and guidelines shall be submitted to the school board for annual review.

The school district shall comply with written notice requirements as set forth in federal regulations.

14. Employees returning from a leave permitted under this policy are eligible for reinstatement in the same or an equivalent position as provided by law. However, the employee has no greater right to reinstatement or to other benefits and conditions of employment than if the employee had been continuously employed during the leave.

B. Twelve-week Leave under State Law

An employee who does not qualify for parenting leave under Paragraphs IV.A.1.a. or IV.A.1.b. above may qualify for a 12-week unpaid leave which is available to a biological or adoptive parent in conjunction with the birth or adoption of a child, or to a female employee for prenatal care or incapacity due to pregnancy, childbirth, or related health conditions. The length of the leave shall be determined by the employee but must not exceed 12 weeks unless agreed by the employer. ~~The employee may qualify if he or she has worked for the school district for at least 12 months and has worked an average number of hours per week equal to one-half of the full-time equivalent during the 12-month period immediately preceding the leave.~~ This leave is separate and exclusive of the family and medical leave described in the preceding paragraphs but may be reduced by any period of paid parental, disability, personal, or medical, or sick leave, or accrued vacation provided by the employer so that the total leave does not exceed 12 weeks, unless agreed by the employer, or leave taken for the same purpose under the FMLA. The leave taken under this section shall begin at a time requested by the employee. An employee who plans to take leave under this section must give the employer reasonable notice of the date the leave shall commence and the estimated duration of the leave. For leave taken by a biological or adoptive parent in conjunction with the birth or adoption of a child, the leave must begin within 12 months of the birth or adoption; except that, in the case where the child must remain in the hospital longer than the mother, the leave must begin within 12 months after the child leaves the hospital.

C. Twenty-six-week Servicemember Family Military Leave

1. An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered servicemember shall be entitled to a total of 26 work weeks of leave during a 12-month period to care for the servicemember. The leave described in this paragraph shall be available only during a single 12-month period. For purposes of this leave, the need to care for a servicemember includes both physical and psychological care.
2. During a single 12-month period, an employee shall be entitled to a combined total of 26 work weeks of leave under Paragraphs IV.A. and IV.C. above.
3. The 12-month period referred to in this section begins on the first day the eligible employee takes leave to care for a covered servicemember and ends 12 months after that date.
4. Eligible spouses employed by the school district are limited to an aggregate of 26 weeks of leave during any 12-month period if leave is taken for birth of the employee's child or to care for the child after birth; for placement of a child with the employee for adoption or foster care or to care for the child after placement; to care for the employee's parent with a serious health condition;; or to care for a covered servicemember with a serious injury or illness.
5. The school district may request or require the employee to substitute accrued paid leave for any part of the 26-week period. Employees may be allowed to substitute paid leave for unpaid leave by meeting the requirements set out in the administrative directives and guidelines established for the implementation

of this policy, if any. Employees eligible for leave must comply with the family and medical leave directives and guidelines prior to starting leave.

6. An employee will be required to submit sufficient medical certification issued by the health care provider of the covered servicemember and other information in support of requested leave and eligibility for such leave under this section within 15 days from the date of the request or as soon as practicable under the circumstances.
7. The provisions of Paragraphs IV.A.7., IV.A.10., IV.A.12., IV.A.13., and IV.A.14. above shall apply to leaves under this section.

V. SPECIAL RULES FOR INSTRUCTIONAL EMPLOYEES

- A. An instructional employee is one whose principal function is to teach and instruct students in a class, a small group, or an individual setting. This includes, but is not limited to, teachers, coaches, driver's education instructors, and special education assistants.
- B. Instructional employees who request foreseeable medically necessary intermittent or reduced work schedule leave greater than 20 percent of the work days in the leave period may be required to:
 1. take leave for the entire period or periods of the planned medical treatment; or
 2. move to an available alternative position for which the employee is qualified, and which provides equivalent pay and benefits, but not necessarily equivalent duties.
- C. Instructional employees who request continuous leave near the end of a semester may be required to extend the leave through the end of the semester. The number of weeks remaining before the end of a semester does not include scheduled school breaks, such as summer, winter, or spring break.
 1. If an instructional employee begins leave for any purpose more than five weeks before the end of a semester and it is likely the leave will last at least three weeks, the school district may require that the leave be continued until the end of the semester.
 2. If the employee begins leave for a purpose other than the employee's own serious health condition during the last five weeks of a semester, the school district may require that the leave be continued until the end of the semester if the leave will last more than two weeks or if the employee's return from leave would occur during the last two weeks of the semester.
 3. If the employee begins leave for a purpose other than the employee's own serious health condition, during the last three weeks of the semester and the leave will last more than five working days, school district may require the employee to continue taking leave until the end of the semester.
- D. The entire period of leave taken under the special rules will be counted as leave. The school district will continue to fulfill the school district's leave responsibilities and obligations, including the obligation to continue the employee's health insurance and other benefits, if an instructional employee's leave entitlement ends before the involuntary leave period expires.

VI. OTHER

- A. The provisions of this policy are intended to comply with applicable law, including the FMLA and applicable regulations. Any terms used from the FMLA will have the same meaning as defined by the FMLA and/or applicable regulations. To the extent that this

policy is ambiguous or contradicts applicable law, the language of the applicable law will prevail.

- B. The requirements stated in the collective bargaining agreement between employees in a certified collective bargaining unit and the school district regarding family and medical leaves (if any) shall be followed.

VII. **DISSEMINATION OF POLICY**

- A. This policy shall be conspicuously posted in each school district building in areas accessible to employees.
- B. This policy will be reviewed at least annually for compliance with state and federal law.

Legal References: Minn. Stat. §§ 181.940-181.944 (Parenting Leave)
10 U.S.C. § 101 *et seq.* (Armed Forces General Military Law)
29 U.S.C. § 2601 *et seq.* (Family and Medical Leave Act)
38 U.S.C. § 101 (Definitions)
29 C.F.R. pt. 825 (Family and Medical Leave Act)

Cross References: ~~MSBA Service Manual, Chapter 13, School Law Bulletin "M" (Statutory Provisions Which Grant Leaves to Licensed as well as Non-Licensed School District Employees Family Medical Leave Act Summary)~~

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416 DRUG, ~~AND~~ ALCOHOL, AND CANNABIS TESTING

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

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

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

D. The use, possession, sale, purchase, transfer, or dispensing of alcohol or cannabis is prohibited on school district property (which includes school district vehicles), while operating school district vehicles or equipment, and at any school-sponsored program or event. Use of alcohol or cannabis is also prohibited throughout the school or work day, including lunch or other breaks, whether or not the employee is on or off school district property. Employees under the influence of alcohol or cannabis are prohibited from entering or remaining on school district property.

E. Any employee who violates this section shall be subject to discipline that includes, but is not limited to, immediate suspension without pay and immediate discharge.

F. The school district may discipline, discharge, or take other adverse personnel action against an employee for cannabis flower, cannabis product, lower-potency hemp edible, or hemp-derived consumer product use, possession, impairment, sale, or transfer while an employee is working, on school district premises, or operating a school district vehicle, machinery, or equipment as follows:

1. if, as the result of consuming cannabis flower, a cannabis product, a lower-potency hemp edible, or a hemp-derived consumer product, the employee does not possess that clearness of intellect and control of self that the employee otherwise would have;

2. if cannabis testing verifies the presence of cannabis flower, a cannabis product, a lower-potency hemp edible, or a hemp-derived consumer product following a confirmatory test;

3. as provided in the school district's written work rules for cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products and cannabis testing, provided that the rules are in writing and in a written policy that contains the minimum information required by section 181.952; or

4. as otherwise authorized or required under state or federal law or regulations, or if a failure to do so would cause the school district to lose a monetary or licensing-related benefit under federal law or regulations.

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

A. General Statement of Policy

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

B. Definitions

1. "Actual Knowledge" means actual knowledge by the school district that a driver has used alcohol or controlled substances based on: (a) direct observation of the employee's use (not observation of behavior sufficient to warrant reasonable

suspicion testing); (b) information provided by a previous employer; (c) a traffic citation; or (d) an employee's admission, except when made in connection with a qualified employee self-admission program.

2. "Alcohol Screening Device" (ASD) means a breath or saliva device, other than an Evidential Breath Testing Device (EBT), that is approved by the National Highway Traffic Safety Administration and placed on its Conforming Products List for such devices.
3. "Breath Alcohol Technician" (BAT) means an individual who instructs and assists individuals in the alcohol testing process and who operates the (EBT).
4. "Commercial Motor Vehicle" (CMV) includes a vehicle that is designed to transport 16 or more passengers, including the driver.
5. "Designated Employer Representative" (DER) means an employee authorized by the school district to take immediate action to remove employees from safety-sensitive duties, or cause employees to be removed from these covered duties, and to make required decisions in the testing and evaluation process. The DER receives test results and other communications for the school district.
6. "Department of Transportation" (DOT) means United States Department of Transportation.
7. "Direct Observation" means observation of alcohol or controlled substance use and does not include observation of employee behavior or physical characteristics sufficient to warrant reasonable suspicion testing.
8. "Driver" is any person who operates a CMV, including full-time, regularly employed drivers, casual, intermittent or occasional drivers, leased drivers, and independent owner-operator contractors.
9. "Evidential Breath Testing Device" (EBT) means a device approved by the National Highway Traffic Safety Administration for the evidentiary testing of breath for alcohol concentration and placed on its Conforming Products List for such devices.
10. "Licensed Medical Practitioner" means a person who is licensed, certified, and/or registered, in accordance with applicable Federal, State, Local, or foreign laws and regulations, to prescribe controlled substances and other drugs.
11. "Medical Review Officer" (MRO) means a licensed physician responsible for receiving and reviewing laboratory results generated by the school district's drug testing program and for evaluating medical explanations for certain drug tests.
12. "Refusal to Submit" (to an alcohol or controlled substances test) means that a driver: (a) fails to appear for any test within a reasonable time, as determined by the school district, consistent with applicable DOT regulations, after being directed to do so; (b) fails to remain at the testing site until the testing process is complete; (c) fails to provide a urine specimen or an adequate amount of saliva or breath for any DOT drug or alcohol test; (d) fails to permit the observation or monitoring of the driver's provision of a specimen in the case of a directly observed or monitored collection in a drug test; (e) fails to provide a sufficient breath specimen or sufficient amount of urine when directed and a determination has been made that no adequate medical explanation for the failure exists; (f) fails or declines to take an additional test as directed by the school district or the collector; (g) fails to undergo a medical examination or evaluation, as directed by the MRO or the DER; (h) fails to cooperate with any part of the testing process (e.g., refuses to empty pockets when so directed by the collector, behaves in a confrontational way that disrupts the collection process, fails to wash hands after being directed to do so by the collector, fails to sign the certification on the forms); or (i) fails to follow the observer's

instructions, in an observed collection, to raise the driver's clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if the driver has any type of prosthetic or other device that could be used to interfere with the collection process; (k) admits to the collector or MRO that the driver adulterated or substituted the specimen; or (l) is reported by the MRO as having a verified adulterated or substituted test result. An applicant who fails to appear for a pre-employment test, who leaves the testing site before the pre-employment testing process commences, or who does not provide a urine specimen because he or she has left before it commences is not deemed to have refused to submit to testing.

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

C. Policy and Educational Materials

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

1. The school district shall provide a copy of this policy and procedures to each driver prior to the start of its alcohol and drug testing program and to each driver subsequently hired or transferred into a position requiring driving of a CMV.
2. The school district shall provide to each driver information required under Title 49 of the Code of Federal Regulations, including information concerning the effects of alcohol and controlled substances use on an individual's health, work, and personal life; signs and symptoms of an alcohol or controlled substance problem; and available methods of intervening when an alcohol or drug problem is suspected, including confrontation, referral to an employee assistance program, and/or referral to management.
3. The school district shall provide written notice to representatives of employee organizations that the information described above is available.
4. The school district shall require each driver to sign a statement certifying that the driver has received a copy of the policy and materials. This statement should

be in the form of Attachment A to this policy. The school district will maintain the original signed certificate and will provide a copy to the driver if the driver so requests.

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

D. Alcohol and Controlled Substances Testing Program Manager

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

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

E. Specific Prohibitions for Drivers

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

1. Alcohol Concentration. No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater. Drivers who test greater than 0.04 will be taken out of service and will be subject to evaluation by a professional and retesting at the driver's expense.
2. Alcohol Possession. No driver shall be on duty or operate a CMV while the driver possesses alcohol.
3. On-Duty Use. No driver shall use alcohol while performing safety-sensitive functions.
4. Pre-Duty Use. No driver shall perform safety-sensitive functions within four (4) hours after using alcohol.
5. Use Following an Accident. No driver required to take a post-accident test shall use alcohol for eight (8) hours following the accident, or until the driver undergoes a post-accident alcohol test, whichever occurs first.
6. Refusal to Submit to a Required Test. No driver shall refuse to submit to an alcohol or controlled substances test required by post-accident, random, reasonable suspicion, return-to-duty, or follow-up testing requirements. A verified adulterated or substituted drug test shall be considered a refusal to test.
7. Use of Controlled Substances. No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions when the driver uses any controlled substance, except when the use is pursuant to instructions (which have been presented to the school district) from a licensed medical practitioner who is familiar with the driver's medical history and has advised the driver that

the substance does not adversely affect the driver's ability to safely operate a CMV. Controlled substance includes medical cannabis, regardless of whether the driver is enrolled in the state registry program.

8. Positive, Adulterated, or Substituted Test for Controlled Substance. No driver shall report for duty, remain on duty, or perform a safety-sensitive function if the driver tests positive for controlled substances, including medical cannabis, or has adulterated or substituted a test specimen for controlled substances.
9. General Prohibition. Drivers are also subject to the general policies and procedures of the school district that prohibit possession, transfer, sale, exchange, reporting to work under the influence of drugs or alcohol, and consumption of drugs or alcohol while at work or while on school district premises or operating any school district vehicle, machinery, or equipment.

F. Other Alcohol-Related Conduct

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

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

G. Prescription Drugs/Cannabinoid Products

A driver shall inform the driver's supervisor if at any time the driver is using a controlled substance pursuant to a physician's prescription. The physician's instructions shall be presented to the school district upon request. Use of a prescription drug shall be allowed if the physician has advised the driver that the prescribed drug will not adversely affect the driver's ability to safely operate a CMV. Use of medical cannabis is prohibited notwithstanding the driver's enrollment in the patient registry. Use of nonintoxicating cannabinoids or edible cannabinoid products is not a legitimate medical explanation for a ~~confirmed~~ positive test result for ~~cannabis~~ marijuana. MROs will verify a drug test confirmed as positive, even if a driver claims to have only used nonintoxicating cannabinoids or edible cannabinoid product.

H. Testing Requirements

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

1. Pre-Employment Testing

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

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

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

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

[Note: Federal regulations require school districts to inquire about, obtain, and review alcohol and controlled substances information from prior employers pursuant to a driver's written authorization, prior to the time a driver performs safety-sensitive functions, if feasible. 49 Code of Federal Regulations section 382.413 and 49 Code of Federal Regulations section 40.25. If not feasible, school districts must not permit the employee to perform safety-sensitive functions for more than thirty (30) days from the date a safety-sensitive function was performed unless the school districts make good faith efforts to obtain the information and to make a record of those efforts to be retained in the driver's qualification file.]

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

3. Post-Accident Testing

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

- a. As soon as practicable following an accident involving a CMV, the school

district shall test the driver for alcohol and controlled substances, including medical cannabis, if the accident involved the loss of human life or if the driver receives a citation for a moving traffic violation arising from an accident which results in bodily injury or disabling damage to a motor vehicle.

- b. Drivers should be tested for alcohol use within two (2) hours and no later than eight (8) hours after the accident.
- c. Drivers should be tested for controlled substances, including medical cannabis, no later than thirty-two (32) hours after the accident.
- d. A driver subject to post-accident testing must remain available for testing, or shall be considered to have refused to submit to the test.
- e. If a post-accident alcohol test is not administered within two (2) hours following the accident, the school district shall prepare and maintain on file a record stating the reasons the test was not promptly administered and continue to attempt to administer the alcohol test within eight (8) hours.
- f. If a post-accident alcohol test is not administered within eight (8) hours following the accident or a post-accident controlled substances test is not administered within thirty-two (32) hours following the accident, the school district shall cease attempts to administer the test, and prepare and maintain on file a record stating the reasons for not administering the test.
- g. The school district shall report drug and alcohol program violations to the Clearinghouse as required under federal law.

4. Random Testing

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

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

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

- b. The school district shall test for alcohol at a minimum annual percentage rate of 10% of the average number of driver positions, and for controlled substances, including medical cannabis, at a minimum annual percentage of 50%.
- c. The school district shall adopt a scientifically valid method for selecting drivers for testing, such as random number table or a computer-based random number generator that is matched with identifying numbers of the drivers. Each driver shall have an equal chance of being tested each time selections are made. Each driver selected for testing shall be tested during the selection period.

- d. Random tests shall be unannounced. Dates for administering random tests shall be spread reasonably throughout the calendar year.
- e. Drivers shall proceed immediately to the collection site upon notification of selection; provided, however, that if the driver is performing a safety-sensitive function, other than driving, at the time of notification, the driver shall cease to perform the function and proceed to the collection site as soon as possible.

5. Reasonable Suspicion Testing

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

- a. The school district shall require a driver to submit to an alcohol test and/or controlled substances, including medical cannabis, test when a supervisor or school district official, who has been trained in accordance with the regulations, has reasonable suspicion to believe that the driver has used alcohol and/or controlled substances, including medical cannabis, on duty, within four (4) hours before coming on duty, Or just after the period of the work day. The test shall be done as soon as practicable following the observation of the behavior indicative of the use of controlled substances or alcohol.
- b. The reasonable suspicion determination must be based on specific, contemporaneous, articulable observations concerning the driver's appearance, behavior, speech, or body odors. The required observations for reasonable suspicion of a controlled substances violation may include indications of the chronic and withdrawal effects of controlled substances.
- c. Alcohol testing shall be administered within two (2) hours following a determination of reasonable suspicion. If it is not done within two (2) hours, the school district shall prepare and maintain a record explaining why it was not promptly administered and continue to attempt to administer the alcohol test within eight (8) hours. If an alcohol test is not administered within eight (8) hours following the determination of reasonable suspicion, the school district shall cease attempts to administer the test and state in the record the reasons for not administering the test.
- d. The supervisor or school district official who makes observations leading to a controlled substances reasonable suspicion test shall make and sign a written record of the observations within twenty-four (24) hours of the observed behavior or before the results of the drug test are released, whichever is earlier.

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

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

[Note: 49 Code of Federal Regulations section 382.311, 40.307, and

40.309 govern follow-up testing.]

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

[Note: Consequences for refusals to submit to required drug and alcohol tests are addressed generally in 49 Code of Federal Regulations section 40.191, 40.261, and 382.211. They are more specifically addressed in 49 Code of Federal Regulations section 382.501-382.507 and in 49 United States Code section 521(b).]

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

I. Testing Procedures

1. Drug Testing

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

- a. Drug testing is conducted by analyzing a donor's urine specimen. Split urine samples will be collected in accordance with federal regulations. The donor will provide a urine sample at a designated collection site. The collection site personnel will then pour the sample into two sample bottles, labeled "primary" and "split," seal the specimen bottles, complete the chain of custody form, and prepare the specimen bottles for shipment to the testing laboratory for analysis. The specimen preparation shall be conducted in sight of the donor.
- b. If the donor is unable to provide the appropriate quantity of urine, the collection site person shall instruct the individual to drink up to forty (40) ounces of fluid distributed reasonably through a period of up to

three (3) hours to attempt to provide a sample. If the individual is still unable to provide a complete sample, the test shall be discontinued and the school district notified. The DER shall refer the donor for a medical evaluation to determine if the donor's inability to provide a specimen is genuine or constitutes a refusal to test. For pre-employment testing, the school district may elect to not have a referral made, and revoke the employment offer.

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

2. Alcohol Testing

[Note: The DOT Alcohol Testing Form (ATF) must be used for every DOT alcohol test. 49 Code of Federal Regulations section 40.225]

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

J. Driver/Driver Applicant Rights

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

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

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

employee for reasons independent of the first confirmed positive test result.

K. Testing Laboratory

The testing laboratory for controlled substances will be [**Medtox, St. Cloud, Minnesota, 800-508-9675/320-251-9675**], which is a laboratory certified by the Department of Health and Human Services – SAMHSA to perform controlled substances testing pursuant to federal regulations.

L. Confidentiality of Test Results

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

M. Recordkeeping Requirements and Retention of Records

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

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

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

Basic records	5 years
“Basic records” includes records of: (a) alcohol test results with concentration of 0.02 or greater; (b) verified positive drug test results; (c) refusals to submit to required tests (including substituted or adulterated drug test results); (d) SAP reports; (e) all follow-up tests and schedules for follow-up tests; (f) calibration documentation; (g) administration of the testing programs; and (h) each annual calendar year summary.	
Information obtained from previous employers	3 years
Alcohol and controlled substance collection procedures	2 years
Negative and cancelled controlled substance tests	1 year
Alcohol tests with less than 0.02 concentration	1 year
Education and training records	indefinite

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

3. Personal Information

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

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

N. Training

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

O. Consequences of Prohibited Conduct and Enforcement

1. Removal. The school district shall remove a driver who has engaged in prohibited conduct from safety-sensitive functions. A driver shall not be permitted to return to safety-sensitive functions until and unless the return-to-duty requirements of federal DOT regulations have been completed.

2. Referral, Evaluation, and Treatment

- a. A driver or driver applicant who has engaged in prohibited conduct shall be provided a listing of SAPs readily available to the driver or applicant and acceptable to the school district.

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

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

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

- b. The school district will offer a driver an opportunity to return to a DOT safety-sensitive duty following an employee's first positive test result on a confirmatory***

test if no reasons independent of the first test result for discharge exist. Otherwise, the school district may choose, but is not required, to provide an SAP evaluation or any subsequent recommended education or treatment.]

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

3. Disciplinary Action

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

P. Other Testing

The school district may request or require that drivers submit to cannabis testing or drug and alcohol testing other than that required by federal law. For example, drivers may be requested or required to undergo cannabis testing or drug and alcohol testing on an annual basis as part of a routine physical examination. Such additional testing of drivers will be conducted only in accordance with the provisions of this policy and as provided in Minnesota Statutes sections 181.950-181.957. For purposes of such additional, non-mandatory testing, drivers fall within the definition of "other employees" covered by Section IV. of this policy.

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

Q. Report to Clearinghouse

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

R. Annual Clearinghouse Query

- 1. The school district must conduct a query of the Clearinghouse record at least once per year for information for all employees subject to controlled substance and

alcohol testing related to CMV operation to determine whether information exists in the Clearinghouse about those employees. In lieu of a full query, the school district may obtain the individual driver's consent to conduct a limited query to satisfy the annual query requirement. The limited query will tell the employer whether there is information about the driver in the Clearinghouse but will not release that information to the employer. If the limited query shows that information exists in the Clearinghouse about the driver, the school district must conduct a full query within twenty (24) hours or must not allow the driver to continue to perform any safety-sensitive function until the employee conducts a full query and the results confirm the driver's Clearinghouse record contains no prohibitions showing the driver has a verifies positive, adulterated, or substitute controlled substance test, no alcohol confirmation test with a concentration of 0.04 or higher, refuses to submit to a test, or was reported to have used alcohol on duty, before duty, following an accident or otherwise used a controlled substance in violation of the regulations except where the driver completed the SAP evaluation, referral and education/treatment process as required by the regulations. The school district shall comply with the query requirements set forth in 49 Cod of Federal Regulations section 382.701

2. The school district may not access an individual's Clearinghouse record unless the school district (1) obtains the individual's prior written or electronic consent for access to the record; and (2) submits proof of the individual's consent to the Clearinghouse. The school district must retain the consent for three (3) years from the date of the last query. The school district shall retain for three (3) years a record of each request for records from the Clearinghouse and the information received pursuant to the request.
3. The school district shall protect the individual's privacy and confidentiality of each Clearinghouse record it receives. The school district shall ensure that information contained in a Clearinghouse record is not divulged to a person or entity not directly involved in assessing and evaluating whether a prohibition applies with respect to the individual to operate a CMV for the school district.
4. The school district may use an individual's Clearinghouse record only to assess and evaluate whether a prohibition applies with respect to the individual to operate a CMV for the school district.

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

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

A. Definitions

1. "Cannabis testing" means the analysis of a body component sample according to the standards established under one of the programs listed in Minnesota Statutes, section 181.953, subdivision 1, for the purpose of measuring the presence or absence of cannabis flower, as defined in Minnesota Statutes, section 342.01, subdivision 16, cannabis products, as defined in

section 342.01, subdivision 20, lower-potency hemp edibles as defined in section 342.01, subdivision 50, hemp-derived consumer products as defined in section 342.01, subdivision 37, or cannabis metabolites in the sample tested. The definitions in this section apply to cannabis testing unless stated otherwise.

2. "Confirmatory test" and "confirmatory retest" mean a drug or alcohol test that uses a method of analysis allowed under one of the programs listed in Minnesota Statutes, section 181.953, subdivision 1.

3. "Drug" means a controlled substance as defined in Minnesota Statutes, section 152.01, subdivision 4, but does not include marijuana, tetrahydrocannabinols, cannabis flower as defined in section 342.01, subdivision 16, cannabis products as defined in section 342.01, subdivision 20, lower-potency hemp edibles as defined in section 342.01, subdivision 50, and hemp-derived consumer products as defined in section 342.01, subdivision 37.

4. "Drug and Alcohol Testing," "Drug or Alcohol Testing," and "Drug or Alcohol Test" mean analysis of a body component sample by a testing laboratory that meets one of the criteria listed in Minnesota Statutes, section 181.953, subdivision 1, for the purpose of measuring the presence or absence of drugs, alcohol, or their metabolites in the sample tested. "Drug and alcohol testing," "drug or alcohol testing," and "drug or alcohol test" do not include cannabis or cannabis testing, unless stated otherwise.

5. "Employee" means a person, independent contractor, or person working for an independent contractor who performs services for compensation, in whatever form, for an employer.

6. "Initial screening test" means a drug or alcohol test or cannabis test which uses a method of analysis under one of the programs listed in Minnesota Statutes, section 181.953, subdivision 1.

7. "Job Applicant" means a person, independent contractor, or person working for an independent contractor who applies to become an employee of the charter school in a position that does not require a commercial driver's license, and includes a person who has received a job offer made contingent on the person's passing drug or alcohol testing. Job applicants for positions requiring a commercial driver's license are governed by the provisions of the charter school's drug and alcohol testing policy relating to school bus drivers (Section III.).

8. "Other Employees" means any persons, independent contractors, or persons working for an independent contractor who perform services for the charter school for compensation, either full time or part time, in whatever form, except for persons whose positions require a commercial driver's license, and includes both professional and nonprofessional personnel. Persons whose positions require a commercial driver's license are primarily governed by the provisions of the charter school's drug and alcohol testing policy relating to school bus drivers (Section III.). To the extent that the drug and alcohol testing of persons whose positions require a commercial driver's license is not mandated by federal law and regulations, such testing shall be governed by Section IV. of this policy and the drivers shall fall within this definition of "other employees."

9. "Positive Test Result" means a finding of the presence of drugs, alcohol, or their metabolites in the sample tested in levels at or above the threshold detection levels contained in the standards of one of the programs listed in Minnesota Statutes, section 181.953, subdivision 1.

10. "Random Selection Basis" means a mechanism for selection of employees that:

a. results in an equal probability that any employee from a group of employees subject to the selection mechanism will be selected; and

b. does not give the charter school discretion to waive the selection of any employee selected under the mechanism.

11. "Reasonable Suspicion" means a basis for forming a belief based on specific facts and rational inferences drawn from those facts.

12. "Safety-Sensitive Position" means a job, including any supervisory or management position, in which an impairment caused by drug, alcohol, or cannabis usage would threaten the health or safety of any person.

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

1. General Limitations

a. The school district will not request or require an employee or job applicant whose position does not require a commercial driver's license to undergo drug, ~~or~~ alcohol, or cannabis testing, unless the testing is

done pursuant to this ~~drug and alcohol testing~~ policy; and is conducted by a testing laboratory that meets one of the ~~criteria listed~~criteria listed in Minnesota Statutes section 181.953, Subdivision 1.

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

2. Cannabis Testing Exceptions

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

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

3. Job Applicant Testing

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

a. The school district must not request or require a job applicant to undergo cannabis testing solely for the purpose of determining the presence or absence of cannabis as a condition of employment unless otherwise required by state or federal law.

b. Unless otherwise required by state or federal law, the school district must not refuse to hire a job applicant solely because the job

applicant submits to a cannabis test or a drug and alcohol test authorized by Minnesota law and the results of the test indicate the presence of cannabis.

c. The school district must not request or require an employee or job applicant to undergo cannabis testing on an arbitrary or capricious basis.

d. Cannabis testing authorized under paragraph (d) must comply with the safeguards for testing employees provided in Minnesota Statutes, sections 181.953 and 181.954.

43. Random Testing

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

54. Reasonable Suspicion Testing

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

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

65. Treatment Program Testing

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

76. Routine Physical Examination Testing

The school district may request or require any employee to undergo drug and alcohol testing as part of a routine physical examination provided the drug or alcohol test is requested or required no more than once annually and the

employee has been given at least two weeks' written notice that a drug or alcohol test may be requested or required as part of the physical examination.

CB. No Legal Duty to Test

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

DC. Definitions

1. ~~"Drug" means a controlled substance as defined in Minnesota Statutes, including medical cannabis, regardless of enrollment in the state registry program.~~
2. ~~"Drug and Alcohol Testing," "Drug or Alcohol Testing," and "Drug or Alcohol Test" mean analysis of a body component sample by a testing laboratory that meets one of the criteria listed in Minnesota Statutes section 181.953, Subdivision 1, for the purpose of measuring the presence or absence of drugs, alcohol, or their metabolites in the sample tested.~~
3. ~~"Other Employees" means any persons, independent contractors, or persons working for an independent contractor who perform services for the school district for compensation, either full time or part time, in whatever form, except for persons whose positions require a commercial driver's license, and includes both professional and nonprofessional personnel. Persons whose positions require a commercial driver's license are primarily governed by the provisions of the school district's drug and alcohol testing policy relating to school bus drivers (Section III.). To the extent that the drug and alcohol testing of persons whose positions require a commercial driver's license is not mandated by federal law and regulations, such testing shall be governed by Section IV. of this policy and the drivers shall fall within this definition of "other employees."~~
4. ~~"Job applicant" means a person, independent contractor, or person working for an independent contractor who applies to become an employee of the school district in a position that does not require a commercial driver's license, and includes a person who has received a job offer made contingent on the person's passing drug or alcohol testing. Job applicants for positions requiring a commercial driver's license are governed by the provisions of the school district's drug and alcohol testing policy relating to school bus drivers (Section III.).~~
5. ~~"Positive Test Result" means a finding of the presence of drugs, alcohol, or their metabolites in the sample tested in levels at or above the threshold detection levels contained in the standards of one of the programs listed in Minnesota Statutes section 181.953, Subdivision 1.~~
6. ~~"Random Selection Basis" means a mechanism for selection of employees that:
 - a. ~~results in an equal probability that any employee from a group of employees subject to the selection mechanism will be selected; and~~
 - b. ~~does not give the school district discretion to waive the selection of any employee selected under the mechanism.~~~~
7. ~~"Reasonable Suspicion" means a basis for forming a belief based on specific facts and rational inferences drawn from those facts.~~
8. ~~"Safety Sensitive Position" means a job, including any supervisory or management position, in which an impairment caused by drug or alcohol usage~~

~~would threaten the health or safety of any person.~~

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

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

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

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

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

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

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

E. Reliability and Fairness Safeguards

1. Pretest Notice

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

2. Notice of Test Results

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

3. Notice of and Right to Test Result Report

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

4. Notice of and Right to Explain Positive Test Result

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

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

5. Notice of and Right to Request Confirmatory Retests

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

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

Attachments E and F to this policy provide the Notices described in Paragraphs 2. through 6. of this Section E.

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

- 1. The school district may not discharge, discipline, discriminate against, request,

or require rehabilitation of an employee on the basis of a positive test result from an initial screening test that has not been verified by a confirmatory test.

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

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

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

H. Chain-of-Custody Procedures

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

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

I. Privacy, Confidentiality and Privilege Safeguards

1. Privacy Limitations

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

2. Confidentiality Limitations

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

3. Exceptions to Privacy and Confidentiality Disclosure Limitations

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

4. Privilege

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

J. Notice of Testing Policy to Affected Employees

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

V. **POSTING**

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

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. Ch. 43A (State Personnel Management)
Minn. Stat. § 151.75 (Sale of Certain Cannabinoid Products)
Minn. Stat. § 152.01 (Definitions)
Minn. Stat. § 152.22 (Definitions; Medical Cannabis;)
Minn. Stat. § 152.23 (Limitations; Medical Cannabis;)
Minn. Stat. § 152.32 (Protections for Registry Program Participation)
Minn. Stat. § 176.011, subd. 16 (Definitions; Personal Injury)
Minn. Stat. §§ 181.950-181.957 (Drug and Alcohol Testing in the Workplace)
Minn. Stat. § 221.031 (Motor Carrier Rules)
49 U.S.C. § 31306 (Omnibus Transportation Employee Testing Act of 1991)
49 U.S.C. § 31306a (National Clearinghouse for Controlled Substance and Alcohol Test Results of Commercial Motor Vehicle Operators)
49 U.S.C. § 521(b) (Civil and Criminal Penalties for Violations)
49 C.F.R. Parts 40 and 382 (Department of Transportation Rules Implementing Omnibus Transportation Employee Testing Act of 1991)
[49 C.F.R. Part 382 \(Controlled Substances and Alcohol Use and Testing\)](#)

Cross-References: MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 406 (Public and Private Personnel Data)
MSBA/MASA Model Policy 417 (Chemical Use and Abuse)
MSBA/MASA Model Policy 418 (Drug-Free Workplace/Drug-Free School)

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506 - K-12 DISCIPLINE AND VIOLENCE PREVENTION POLICY

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

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

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

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

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

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

III. DEFINITIONS

A. "Nonexclusionary disciplinary policies and practices" means policies and practices that are alternatives to dismissing a pupil from school, including but not limited to evidence-based positive behavior interventions and supports, social and emotional services, school-linked mental health services, counseling services, social work services, academic screening for Title 1 services or reading interventions, and alternative education services. Nonexclusionary disciplinary policies and practices include but are not limited to the policies and practices under sections 120B.12; 121A.575, clauses (1) and (2); 121A.031, subdivision 4, paragraph (a), clause (1); 121A.61, subdivision 3, paragraph (r); and 122A.627, clause (3).

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

IV. POLICY

A. The school board must establish uniform criteria for dismissal and adopt written policies and rules to effectuate the purposes of the Minnesota Pupil Fair Dismissal Act. The policies must include nonexclusionary disciplinary policies and practices consistent with Minnesota Statutes, section 121A.41, subdivision 12, and must emphasize preventing dismissals through early detection of problems. The policies must be designed to address students' inappropriate behavior from recurring.

B. The policies must recognize the continuing responsibility of the school for the education of the pupil during the dismissal period.

C. The school is responsible for ensuring that alternative educational services, if the pupil wishes to take advantage of them, must be adequate to allow the pupil to make progress toward meeting the graduation standards adopted under Minnesota Statutes, section [120B.02](#) and help prepare the pupil for readmission in accordance with section Minnesota Statutes, section 121A.46, subdivision 5.

D. For expulsion and exclusion dismissals and pupil withdrawal agreements as defined in Minnesota Statutes, section 121A.41, subdivision 13:

1. for a pupil who remains enrolled in the school district or is awaiting enrollment in a new district, the school district's continuing responsibility includes reviewing the pupil's schoolwork and grades on a quarterly basis to ensure the pupil is on track for readmission with the pupil's peers. The school district must communicate on a regular basis with the pupil's parent or guardian to ensure that the pupil is completing the work assigned through the alternative

educational services as defined in Minnesota Statutes, section 121A.41, subdivision 11. These services are required until the pupil enrolls in another school or returns to the same school;

2. a pupil receiving school-based or school-linked mental health services in the school district under Minnesota Statutes, section 245.4889 continues to be eligible for those services until the pupil is enrolled in a new district; and

3. the school district must provide to the pupil's parent or guardian information on accessing mental health services, including any free or sliding fee providers in the community. The information must also be posted on the school district website.

V. AREAS OF RESPONSIBILITY

- A. The School Board. The school board holds all school personnel responsible for the maintenance of order within the school district and supports all personnel acting within the framework of this discipline policy.
- B. Superintendent. The superintendent shall establish guidelines and directives to carry out this policy, hold all school personnel, students, and parents responsible for conforming to this policy, and support all school personnel performing their duties within the framework of this policy. The superintendent shall also establish guidelines and directives for using the services of appropriate agencies for assisting students and parents. Any guidelines or directives established to implement this policy shall be submitted to the school board for approval and shall be attached as an addendum to this policy.
- C. Principal. The school principal is given the responsibility and authority to formulate building rules and regulations necessary to enforce this policy, subject to final school board approval. The principal shall give direction and support to all school personnel performing their duties within the framework of this policy. The principal shall consult with parents of students conducting themselves in a manner contrary to the policy. The principal shall also involve other professional employees in the disposition of behavior referrals and shall make use of those agencies appropriate for assisting students and parents. A principal, in exercising his or her lawful authority, may use reasonable force when it is necessary under the circumstances to restrain a student to prevent imminent bodily harm or death to the student or another.
- D. Teachers. All teachers shall be responsible for providing a well-planned teaching/learning environment and shall have primary responsibility for student conduct, with appropriate assistance from the administration. All teachers shall enforce the Code of Student Conduct. In exercising the teacher's lawful authority, a teacher may use reasonable force when it is necessary under the circumstances to restrain a student to prevent imminent bodily harm or death to the student or another.
- E. Other School District Personnel. All school district personnel shall be responsible for contributing to the atmosphere of mutual respect within the school. Their responsibilities relating to student behavior shall be as authorized and directed by the superintendent. A school employee, school bus driver, or other agent of a school district, in exercising his or her lawful authority, may use reasonable force when it is necessary

under the circumstances to restrain a student to prevent bodily harm or death to the student or another.

- F. Parents or Legal Guardians. Parents and guardians shall be held responsible for the behavior of their children as determined by law and community practice. They are expected to cooperate with school authorities and to participate regarding the behavior of their children.
- G. Students. All students shall be held individually responsible for their behavior and for knowing and obeying the Code of Student Conduct and this policy.
- H. Community Members. Members of the community are expected to contribute to the establishment of an atmosphere in which rights and duties are effectively acknowledged and fulfilled.
- I. Reasonable Force Reports

1. The school district must report data on its use of any reasonable force used on a student with a disability to correct or restrain the student to prevent imminent bodily harm or death to the student or another that is consistent with the definition of physical holding under Minnesota Statutes, section 125A.0941, paragraph (c), as outlined in section 125A.0942, subdivision 3, paragraph (b).

2. Beginning with the 2024-2025 school year, the school district must report annually by July 15, in a form and manner determined by the MDE Commissioner, data from the prior school year about any reasonable force used on a general education student to correct or restrain the student to prevent imminent bodily harm or death to the student or another that is consistent with the definition of physical holding under Minnesota Statutes, section 125A.0941, paragraph (c).

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

VI. STUDENT RIGHTS

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

VII. STUDENT RESPONSIBILITIES

All students have the responsibility:

- A. For their behavior and for knowing and obeying all school rules, regulations, policies and

procedures;

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

VIII. CODE OF STUDENT CONDUCT

- A. The following are examples of unacceptable behavior subject to disciplinary action by the school district. These examples are not intended to be an exclusive list. Any student who engages in any of these activities shall be disciplined in accordance with this policy. This policy applies to all school buildings, school grounds, and school property or property immediately adjacent to school grounds; school-sponsored activities or trips; school bus stops; school buses, school vehicles, school contracted vehicles, or any other vehicles approved for school district purposes; the area of entrance or departure from school premises or events; and all school-related functions, school-sponsored activities, events, or trips. School district property also may mean a student's walking route to or from school for purposes of attending school or school-related functions, activities, or events. While prohibiting unacceptable behavior subject to disciplinary action at these locations and events, the school district does not represent that it will provide supervision or assume liability at these locations and events. This policy also applies to any student whose conduct at any time or in any place interferes with or obstructs the mission or operations of the school district or the safety or welfare of the student, other students, or employees.
 - 1. Violations against property including, but not limited to, damage to or destruction of school property or the property of others, failure to compensate for damage or destruction of such property, arson, breaking and entering, theft, robbery, possession of stolen property, extortion, trespassing, unauthorized usage, or vandalism;

2. The use of profanity or obscene language, or the possession of obscene materials;
3. Gambling, including, but not limited to, playing a game of chance for stakes;
4. Violation of the school district's Hazing Prohibition Policy;
5. Attendance problems including, but not limited to, truancy, absenteeism, tardiness, skipping classes, or leaving school grounds without permission;
6. Violation of the school district's Student Attendance Policy;
7. Opposition to authority using physical force or violence;
8. Using, possessing, or distributing tobacco, tobacco-related devices, electronic cigarettes, or tobacco paraphernalia in violation of the school district's Tobacco-Free Environment; Possession and Use of Tobacco, Tobacco-Related Devices, and Electronic Delivery Devices Policy;
9. Using, possessing, distributing, intending to distribute, making a request to another person for (solicitation), or being under the influence of alcohol or other intoxicating substances or look-alike substances;
10. Using, possessing, distributing, intending to distribute, making a request to another person for (solicitation), or being under the influence of narcotics, drugs, or other controlled substances (except as prescribed by a physician), or look-alike substances (these prohibitions include medical marijuana or medical cannabis, even when prescribed by a physician, and one student sharing prescription medication with another student);
11. Using, possessing, or distributing items or articles that are illegal or harmful to persons or property including, but not limited to, drug paraphernalia;
12. Using, possessing, or distributing weapons, or look-alike weapons or other dangerous objects;
13. Violation of the school district Weapons Policy;
14. Violation of the school district's Violence Prevention Policy;
15. Possession of ammunition including, but not limited to, bullets or other projectiles designed to be used in or as a weapon;
16. Possession, use, or distribution of explosives or any compound or mixture, the primary or common purpose or intended use of which is to function as an explosive;
17. Possession, use, or distribution of fireworks or any substance or combination of substances or article prepared for the purpose of producing a visible or an audible effect by combustion, explosion, deflagration or detonation;
18. Using an ignition device, including a butane or disposable lighter or matches, inside an educational building and under circumstances where there is a risk of fire, except where the device is used in a manner authorized by the school;
19. Violation of any local, state or federal law as appropriate;

20. Acts disruptive of the educational process, including, but not limited to, disobedience, disruptive or disrespectful behavior, defiance of authority, cheating, insolence, insubordination, failure to identify oneself, improper activation of fire alarms, or bomb threats;
21. Violation of the school district's Internet Acceptable Use and Safety Policy;
22. Use of a cell phone in violation of the school district's Internet Acceptable Use and Safety Policy;
23. Violation of school bus or transportation rules or the school district's Student Transportation Safety Policy;
24. Violation of parking or school traffic rules and regulations, including, but not limited to, driving on school property in such a manner as to endanger persons or property;
25. Violation of directives or guidelines relating to lockers or improperly gaining access to a school locker;
26. Violation of the school district's Search of Student Lockers, Desks, Personal Possessions, and Student's Person Policy;
27. Violation of the school district's Student Use and Parking of Motor Vehicles; Patrols, Inspections, and Searches Policy;
28. Possession or distribution of slanderous, libelous or pornographic materials;
29. Violation of the school districts' Bullying Prohibition Policy;
30. Student attire which creates a danger to health or safety or creates a disruption to the educational process, including clothing which bears a message which is lewd, vulgar, or obscene, apparel promoting products or activities that are illegal for use by minors, or clothing containing objectionable emblems, signs, words, objects, or pictures communicating a message that is racist, sexist, or otherwise derogatory to a protected minority group or which connotes gang membership;
31. Criminal activity;
32. Falsification of any records, documents, notes or signatures;
33. Tampering with, changing, or altering records or documents of the school district by any method including, but not limited to, computer access or other electronic means;
34. Scholastic dishonesty which includes, but is not limited to, cheating on a school assignment or test, plagiarism, or collusion, including the use of picture phones or other technology to accomplish this end;
35. Impertinent or disrespectful words, symbols, acronyms, or language whether oral or written, related to teachers or other school district personnel;
36. Violation of the school district's Harassment and Violence policy;
37. Actions, including fighting or any other assaultive behavior, which causes or could cause injury to the student or other persons or which otherwise endangers the health, safety, or welfare of teachers, students, other school district personnel, or other persons;

38. Committing an act which inflicts great bodily harm upon another person, even though accidental or a result of poor judgment;
39. Violations against persons, including, but not limited to, assault or threatened assault, fighting, harassment, interference or obstruction, attack with a weapon, or look-alike weapon, sexual assault, illegal or inappropriate sexual conduct, or indecent exposure;
40. Verbal assaults, or verbally abusive behavior, including, but not limited to, use of words, symbols, acronyms, or language, whether oral or written, that are discriminatory, abusive, obscene, threatening, intimidating, degrading to other people, or threatening to school property;
41. Physical or verbal threats including, but not limited to, the staging or reporting of dangerous or hazardous situations that do not exist;
42. Inappropriate, abusive, threatening, or demeaning actions based on race, color, creed, religion, sex, marital status, status with regard to public assistance, disability, national origin or sexual orientation;
43. Violation of the school district's Distribution of Non-school Sponsored Materials on School Premises by Students and Employees Policy;
44. Violation of the school district's one-to-one device rules and regulations;
45. Violation of school rules, regulations, policies, or procedures, including, but not limited to, those policies specifically enumerated in this policy;
46. Other acts, as determined by the school district, which are disruptive of the educational process or dangerous or detrimental to the student or other students, school district personnel or surrounding persons, or which violate the rights of others or which damage or endanger the property of the school, or which otherwise interferes with or obstruct the mission or operations of the school district or the safety or welfare of students or employees.

IX. RECESS AND OTHER BREAKS

- A. "Recess detention" means excluding or excessively delaying a student from participating in a scheduled recess period as a consequence for student behavior. Recess detention does not include, among other things, providing alternative recess at the student's choice.
- B. The school district is encouraged to ensure student access to structured breaks from the demands of school and to support teachers, principals, and other school staff in their efforts to use evidence-based approaches to reduce exclusionary forms of discipline.
- C. The school district must not use recess detention unless:
 1. a student causes or is likely to cause serious physical harm to other students or staff;
 2. the student's parent or guardian specifically consents to the use of

recess detention; or

3. for students receiving special education services, the student's individualized education program team has determined that withholding recess is appropriate based on the individualized needs of the student.

D. The school district must not withhold recess from a student based on incomplete schoolwork.

E. The school district must require school staff to make a reasonable attempt to notify a parent or guardian within 24 hours of using recess detention.

F. The school district must compile information on each recess detention at the end of each school year, including the student's age, grade, gender, race or ethnicity, and special education status. This information must be available to the public upon request. The school district is encouraged to use the data in professional development promoting the use of nonexclusionary discipline.

G. The school district must not withhold or excessively delay a student's participation in scheduled mealtimes. This section does not alter a district or school's existing responsibilities under Minnesota Statutes, section 124D.111 or other state or federal law.

X. DISCIPLINARY ACTION OPTIONS

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

- A. Student conference with teacher, principal, counselor or other school district personnel, and verbal warning;
- B. Confiscation by school district personnel and/or by law enforcement of any item, article, object or thing, prohibited by, or used in the violation of, any school district policy, rule, regulation, procedure, or state or federal law. If confiscated by the school district, the confiscated item, article, object, or thing will be released only to the parent/guardian following the completion of any investigation or disciplinary action instituted or taken related to the violation.
- C. Parent contact;
- D. Parent conference;
- E. Removal from class;
- F. In-school suspension;
- G. Suspension from extracurricular activities;
- H. Detention or restriction of privileges;

- I. Loss of school privileges;
- J. In-school monitoring or revised class schedule;
- K. Referral to in-school support services;
- L. Referral to community resources or outside agency services;
- M. Financial restitution;
- N. Referral to police, other law enforcement agencies, or other appropriate authorities;
- O. A request for a petition to be filed in district court for juvenile delinquency adjudication;
- P. Out-of-school suspension under the Pupil Fair Dismissal Act;
- Q. Preparation of an admission or readmission plan;
- S. Expulsion under the Pupil Fair Dismissal Act;
- T. Exclusion under the Pupil Fair Dismissal Act; and/or
- U. Other disciplinary action as deemed appropriate by the school district.

XI. REMOVAL OF STUDENTS FROM CLASS

- A. The teacher of record shall have the general control and government of the classroom. Teachers have the responsibility of attempting to modify disruptive student behavior by such means as conferring with the student, using positive reinforcement, assigning detention or other consequences, or contacting the student's parents. When such measures fail, or when the teacher determines it is otherwise appropriate based upon the student's conduct, the teacher shall have the authority to remove the student from class pursuant to the procedures established by this discipline policy. "Removal from class" and "removal" mean any actions taken by a teacher, principal, or other school district employee to prohibit a student from attending a class or activity period for a period of time not to exceed five (5) days, pursuant to this discipline policy.

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

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

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

A student must be removed from class immediately if the student engages in assault or violent behavior. "Assault" is an act done with intent to cause fear in another of immediate bodily harm or death; or the intentional infliction of, or attempt to inflict,

bodily harm upon another. The removal from class shall be for a period of time deemed appropriate by the principal, in consultation with the teacher.

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

[Note: The following Sections C. – J. must be developed and inserted by each school district based upon individual district practices, procedures, and preferences. School districts may consider developing and inserting procedures identified in Sections K-N]

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

1. When circumstances permit, students shall be removed from class upon agreement of the appropriate teacher and principal after an informal conference with the pupil;
2. The removal from class may be imposed without an informal conference where it appears that the student will create an immediate substantial danger to himself/herself or to persons or property. If a student is removed from class due to immediate and substantial danger to himself/herself and an escort is needed the teacher will notify the office immediately;
3. The length of time of the removal from class shall be at the discretion of the principal after consultation with the teacher, subject to the provisions of Minn. Stat. 127.41, Subd. 3(e) and the Pupil Fair Dismissal Act.
4. A written disciplinary report shall be submitted by the teacher or district employee within 24 hours of the removal of any student from his/her class.

D. Period of Time for which a Student may be Removed from a Class (may not exceed five (5) class periods for a violation of a rule of conduct)

1. The removal from class shall be for a period of time deemed appropriate by the principal, in consultation with the teacher.

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

The student must report directly to the office and at that time the building administrator or his/her designee will determine the appropriate consequences. The building administrator or his/her designee will have responsibility for and custody of the student once removed from the classroom and has reported to the office.

F. Procedures for Return of a Student to a Class from Which the Student Was Removed.

The building administrator will determine the appropriate classroom re-entry plan.

G. Procedures for Notification.

Parents are to be notified whenever a child is referred to the office for disciplinary reasons. Notification may be in written or verbal form. Administrators will determine who will notify the parents and if follow up conferences are necessary.

H. Students with Disabilities; Special Provisions.

1. Procedures for consideration of whether there is a need for further assessment;

2. Procedures for consideration of whether there is a need for a review of the adequacy of the current Individualized Education Program (IEP) of a disabled student with a disability who is removed from class or disciplined; and

3. Any procedures determined appropriate for referring students in need of special education services to those services.

~~All Special Education rules and regulations are to be followed in cases where students have IEP's.~~

I. Procedures for Detecting and Addressing Chemical Abuse Problems of Students While on School Premises. According to Policy 417 – Chemical Use/Abuse: Section IV:C

1. Every school shall have a chemical abuse pre-assessment team designated by the superintendent or designee. The team will be composed of classroom teachers, administrators, and other appropriate professional staff to the extent they exist in each school, such as school nurse, school counselor or psychologist, social worker, chemical abuse specialist, or others. (In many cases, this will be the buildings Student Assistance Team)
2. The team is responsible for addressing reports of chemical abuse problems and making recommendations for appropriate responses to the individual reported cases.
3. Within 45 days after receiving an individual reported case, the team shall make a determination whether to provide the student and, in the case of a minor, the student's parents with information about school and community services in connection with chemical abuse.

J. Procedures for Immediate and Appropriate Interventions Tied to Violations of the Code of Student Conduct.

The building administrator will determine the appropriate interventions tied to a violation of the Code of Student Conduct.

K. Any Procedures Determined Appropriate for Encouraging Early Involvement of Parents or Guardians in Attempts to Improve a Student's Behavior.

The building administrator will assist in determining appropriate procedures for encouraging early involvement of parents/guardians in attempts to improve student's behavior which may include, but is not limited to referral to the buildings Student Assistant Team.

L. Any Procedures Determined Appropriate for Encouraging Early Detection of Behavioral Problems.

The building administrator will assist in determining appropriate procedures for encouraging early detection of behavioral problems which may include, but is not limited to referral to the buildings Student Assistance Team.

L. Reasonable Force Standard

A teacher or school principal, in exercising the person's lawful authority, may use reasonable force when it is necessary under the circumstances to correct or restrain a student or prevent bodily harm or death to another. (Minn. Stat. 121A.582 Student Discipline; Reasonable Force)

A school employee, school bus driver, or other agent of a district, in exercising the person's lawful authority, may use reasonable force when it is necessary under the circumstances to restrain a student or prevent bodily harm or death to another. (Minn. Stat. 121A.582 Student Discipline; Reasonable Force)

M. Any Procedures Determined Appropriate for Referring a Student in Need of Special Education Services to Those Services; and

N. Any Procedures Determined Appropriate for Ensuring Victims of Bullying who Respond with Behavior not Allowed under the School's Behavior Policies have Access to a Remedial Response, Consistent with Minnesota Statutes, section 121A.031.

XII. DISMISSAL

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

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

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

The use of exclusionary practices for early learners as defined in Minnesota Statutes, section 121A.425 is prohibited. The use of exclusionary practices to address attendance and truancy issues is prohibited.

B. Violations leading to suspension, based upon severity, may also be grounds for actions leading to expulsion, and/or exclusion. A student may be dismissed on any of the following grounds:

1. Willful violation of any reasonable school board regulation, including those found in this policy;
2. Willful conduct that significantly disrupts the rights of others to an education, or the ability of school personnel to perform their duties, or school sponsored extracurricular activities; or
3. Willful conduct that endangers the student or other students, or surrounding persons, including school district employees, or property of the school.

C. Disciplinary Dismissals Prohibited

1. A pupil enrolled in the following is not subject to dismissals under the Pupil Fair Dismissal Act:

a. a preschool or prekindergarten program, including an early childhood family education, school readiness, school readiness plus, voluntary prekindergarten, Head Start, or other school-based preschool or prekindergarten program; or

b. kindergarten through Grade 3.

2. This section does not apply to a dismissal from school for less than one school day, except as provided under Minnesota Statutes, chapter 125A and federal law for a student receiving special education services.

3. Notwithstanding this section, expulsions and exclusions may be used only after resources outlined under Nonexclusionary discipline have been exhausted, and only in circumstances where there is an ongoing serious safety threat to the child or others.

D. Suspension Procedures

1. "Suspension" means an action by the school administration, under rules promulgated by the School Board, prohibiting a student from attending school for a period of no more than ten (10) school days; provided, however, if a suspension is longer than five (5) school days, the suspending administrator shall provide the superintendent with a reason for the longer term of suspension. This definition does not apply to dismissal for one (1) school day or less where a student with a disability does not receive regular or special education instruction during the dismissal period.

2. School administration must allow a suspended pupil the opportunity to complete all school work assigned during the period of the pupil's suspension and to receive full credit for satisfactorily completing the assignments. The school principal or other person having administrative control of the school building or program is encouraged to designate a district or school employee as a liaison to work with the pupil's teachers to allow the suspended pupil to (1) receive timely course materials and other information, and (2) complete daily and weekly assignments and receive teachers' feedback.

3. If a student's total days of removal from school exceed ten (10) cumulative days in a school year, the school district shall make reasonable attempts to convene

a meeting with the student and the student's parent or guardian before subsequently removing the student from school and, with the permission of the parent or guardian, arrange for a mental health screening for the student at the parent or guardian's expense. The purpose of this meeting is to attempt to determine the student's need for assessment or other services or whether the parent or guardian should have the student assessed or diagnosed to determine whether the student needs treatment for a mental health disorder.

4. The definition of suspension under Minnesota Statutes, section 121A.41, subdivision 10, does not apply to a student's dismissal from school for one school day or less, except as provided under federal law for a student with a disability. Each suspension action may include a readmission plan. The plan shall include, where appropriate, a provision for implementing alternative educational services upon readmission which must not be used to extend the current suspension. A readmission plan must not obligate a parent or guardian to provide psychotropic drugs to their student as a condition of readmission. School administration must not use the refusal of a parent or guardian to consent to the administration of psychotropic drugs to their student or to consent to a psychiatric evaluation, screening, or examination of the student as a ground, by itself, to prohibit the student from attending class or participating in a school-related activity, or as a basis of a charge of child abuse, child neglect, or medical or educational neglect. The school administration may not impose consecutive suspensions against the same student for the same course of conduct, or incident of misconduct, except where the student will create an immediate and substantial danger to self or to surrounding persons or property or where the school district is in the process of initiating an expulsion, in which case the school administration may extend the suspension to a total of fifteen (15) days.
5. A child with a disability may be suspended. When a child with a disability has been suspended for more than five (5) consecutive days or ten (10) cumulative school days in the same year, and that suspension does not involve a recommendation for expulsion or exclusion or other change in placement under federal law, relevant members of the child's IEP team, including at least one of the child's teachers, shall meet and determine the extent to which the child needs services in order to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals in the child's IEP. That meeting must occur as soon as possible, but no more than 10 (10) days after the sixth (6th) consecutive day of suspension or the tenth (10th) cumulative day of suspension has elapsed.
6. Alternative education services must be provided to a pupil who is suspended for more than five (5) consecutive school days. Alternative educational services may include, but are not limited to, special tutoring, modified curriculum, modified instruction, other modifications or adaptations, instruction through electronic media, special education services as indicated by appropriate assessments, homebound instruction, supervised homework, or enrollment in another district or in an alternative learning center under Minnesota Statute section 123A.05 selected to allow the student to progress toward meeting graduation standards under Minnesota Statute section 120B.02, although in a different setting.
7. The school administration shall not suspend a student from school without an informal administrative conference with the student. The informal administrative conference shall take place before the suspension, except where it appears that the student will create an immediate and substantial danger to self or to surrounding persons or property, in which case the conference shall take place as soon as practicable following the suspension. At the informal

administrative conference, a school administrator shall notify the student of the grounds for the suspension, provide an explanation of the evidence the authorities have, and the student may present the student's version of the facts. A separate administrative conference is required for each period of suspension.

8. After school administration notifies a student of the grounds for suspension, school administration may, instead of imposing the suspension, do one or more of the following:
 - a. strongly encourage a parent or guardian of the student to attend school with the student for one day;
 - b. assign the student to attend school on Saturday as supervised by the principal or the principal's designee; and
 - c. petition the juvenile court that the student is in need of services under Minnesota Statutes chapter 260C.

9. A written notice containing the grounds for suspension, a brief statement of the facts, a description of the testimony, a readmission plan, and a copy of the Minnesota Pupil Fair Dismissal Act, Minnesota Statute sections 121A.40-121A.56, shall be personally served upon the student at or before the time the suspension is to take effect, and upon the student's parent or guardian by mail within forty-eight (48) hours of the conference. (See attached sample Notice of Suspension.)

10. The school administration shall make reasonable efforts to notify the student's parent or guardian of the suspension by telephone as soon as possible following suspension.

11. In the event a student is suspended without an informal administrative conference on the grounds that the student will create an immediate and substantial danger to surrounding persons or property, the written notice shall be served upon the student and the student's parent or guardian within forty-eight (48) hours of the suspension. Service by mail shall be complete upon mailing.

12. Notwithstanding the foregoing provisions, the student may be suspended pending the school board's decision in an expulsion or exclusion proceeding, provided that alternative educational services are implemented to the extent that suspension exceeds five (5) consecutive school days.

E. Expulsion and Exclusion Procedures

1. "Expulsion" means a school board action to prohibit an enrolled student from further attendance for up to twelve (12) months from the date the student is expelled. The authority to expel rests with the school board.

2. "Exclusion" means an action taken by the school board to prevent enrollment or re-enrollment of a student for a period that shall not extend beyond the school

year. The authority to exclude rests with the school board.

3. All expulsion and exclusion proceedings will be held pursuant to and in accordance with the provisions of the Minnesota Pupil Fair Dismissal Act, Minnesota Statute sections 121A.40-121A.56.
4. No expulsion or exclusion shall be imposed without a hearing, unless the right to a hearing is waived in writing by the student and parent or guardian.
5. The student and parent or guardian shall be provided written notice of the school district's intent to initiate expulsion or exclusion proceedings. This notice shall be served upon the student and his or her parent or guardian personally or by mail, and shall contain a complete statement of the facts; a list of the witnesses and a description of their testimony; state the date, time and place of hearing; be accompanied by a copy of the Pupil Fair Dismissal Act, Minnesota Statute sections 121A.40-121A.56; describe the nonexclusionary disciplinary practices accorded the student in an attempt to avoid the expulsion proceedings; and inform the student and parent or guardian of their right to: (1) have a representative of the student's own choosing, including legal counsel at the hearing; (2) examine the student's records before the hearing; (3) present evidence; and (4) confront and cross-examine witnesses. The school district must advise the student's parent or guardian that free or low-cost legal assistance may be available and that a legal assistance resource list is available from the Minnesota Department of Education (MDE) and is posted on the website.
6. The hearing shall be scheduled within ten (10) days of the service of the written notice unless an extension, not to exceed five (5) days, is requested for good cause by the school district, student, parent or guardian.
7. All hearings shall be held at a time and place reasonably convenient to the student, parent or guardian and shall be closed, unless the student, parent or guardian requests an open hearing.
8. The school district shall record the hearing proceedings at district expense, and a party may obtain a transcript at its own expense.
9. The student shall have a right to a representative of the student's own choosing, including legal counsel, at the student's sole expense. The school district shall advise the student's parent or guardian that free or low-cost legal assistance may be available and that a legal assistance resource list is available from MDE. The school board may appoint an attorney to represent the school district in any proceeding.
10. If the student designates a representative other than the parent or guardian, the representative must have a written authorization from the student and the parent or guardian providing them with access to and/or copies of the student's records.
11. All expulsion or exclusion hearings shall take place before and be conducted by an independent hearing officer designated by the school district. The hearing shall be conducted in a fair and impartial manner. Testimony shall be given under oath and the hearing officer shall have the power to issue subpoenas and administer oaths.
12. At a reasonable time prior to the hearing, the student, parent or guardian, or authorized representative shall be given access to all school district records pertaining to the student, including any tests or reports upon which the

proposed dismissal action may be based.

13. The student, parent or guardian, or authorized representative, shall have the right to compel the presence of any school district employee or agent or any other person who may have evidence upon the which the proposed dismissal action may be based, and to confront and cross-examine any witnesses testifying for the school district.
14. The student, parent or guardian, or authorized representative, shall have the right to present evidence and testimony, including expert psychological or educational testimony.
15. The student cannot be compelled to testify in the dismissal proceedings.
16. The hearing officer shall prepare findings and a recommendation based solely upon substantial evidence presented at the hearing, which must be made to the school board and served upon the parties within two (2) days after the close of the hearing.
17. The school board shall base its decision upon the findings and recommendation of the hearing officer and shall render its decision at a meeting held within five (5) days after receiving the findings and recommendation. The school board may provide the parties with the opportunity to present exceptions and comments to the hearing officer's findings and recommendation provided that neither party presents any evidence not admitted at the hearing. The decision by the school board must be based on the record, must be in writing, and must state the controlling facts on which the decision is made in sufficient detail to apprise the parties and the Commissioner of Education (Commissioner) of the basis and reason for the decision.
18. A party to an expulsion or exclusion decision made by the school board may appeal the decision to the Commissioner within twenty-one (21) calendar days of school board action pursuant to Minnesota Statute section 121A.49. The decision of the school board shall be implemented during the appeal to the Commissioner.
19. The school district shall report any suspension, expulsion or exclusion action taken to the appropriate public service agency, when the student is under the supervision of such agency.
20. The school district must report, through the MDE electronic reporting system, each expulsion or exclusion within thirty (30) days of the effective date of the action to the Commissioner. This report must include a statement of alternative educational services given the student and the reason for, the effective date, and the duration of the exclusion or expulsion. The report must also include the student's age, grade, gender, race, and special education status. The dismissal report must include state student identification numbers of affected students.
21. Whenever a student fails to return to school within ten (10) school days of the termination of dismissal, a school administrator shall inform the student and his/her parent or guardian by mail of the student's right to attend and to be reinstated in the school district.

XIII. ADMISSION OR READMISSION PLAN

A school administrator must prepare and enforce an admission or readmission plan for any student who is excluded or expelled from school. The plan must include measures to improve the student's behavior, which may include completing a character education program consistent

with Minnesota Statute section 120B.232, Subdivision 1, social and emotional learning, counseling, social work services, mental health services, referrals for special education or 504 evaluation, and evidence-based academic interventions. The plan must include reasonable attempts to obtain- parental involvement in the admission or readmission process, and may indicate the consequences to the student of not improving the student's behavior. The readmission plan must not obligate parents to provide a sympathomimetic medication for their child as a condition of readmission.

XIV. NOTIFICATION OF POLICY VIOLATIONS

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

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

XV. STUDENT DISCIPLINE RECORDS

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

XVI. STUDENTS WITH DISABILITIES

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

Before initiating an expulsion or exclusion of a student with a disability, relevant members of the child's IEP team and the child's parent shall, consistent with federal law, conduct a manifestation determination and determine whether the child's behavior was (i) caused by or had a direct and substantial relationship to the child's disability and (ii) whether the child's conduct was a direct result of a failure to implement the child's IEP. If the student's educational program is appropriate and the behavior is not a manifestation of the student's disability, the school district will proceed with discipline – up to and including expulsion – as if the student did not have a disability, unless the student's educational program provides otherwise. If the team determines that the behavior subject to discipline is a manifestation of the student's disability, the team shall conduct a functional behavioral assessment and implement a behavioral intervention plan for such student provided that the school district had not conducted such assessment prior to the manifestation determination before the behavior that resulted in a change of placement. Where a behavioral intervention plan previously has been developed, the team will review the behavioral intervention plan and modify it as necessary to address the behavior

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

XIII. OPEN ENROLLED STUDENTS

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

XVIII. DISCIPLINE COMPLAINT PROCEDURE

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

The Discipline Complaint Procedure must, at a minimum:

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

XIX. DISTRIBUTION OF POLICY

The school district will notify students and parents of the existence and contents of this policy in such manner as it deems appropriate. Copies of this discipline policy shall be made available to all students and parents at the commencement of each school year and to all new students

and parents upon enrollment. This policy shall also be available upon request in each principal's office.

XX. REVIEW OF POLICY

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

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 120B.02 (Educational Expectations and Graduation Requirements for Minnesota Students)
Minn. Stat. § 120B.232 (Character Development Education)
Minn. Stat. § 121A.26 (School Preassessment Teams)
Minn. Stat. § 121A.29 (Reporting; Chemical Abuse)
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 121A.575 (Alternatives to Pupil Suspension)
Minn. Stat. §§ 121A.582 (Student Discipline; Reasonable Force)
Minn. Stat. § 121A.60 (Definitions)
Minn. Stat. § 121A.61 (Discipline and Removal of Students from class)
Minn. Stat. § 122A.42 (General Control of Schools)
Minn. Stat. § 123A.05 (State-Approved Alternative Program Organization)
Minn. Stat. § 124D.03 (Enrollment Options Program)
Minn. Stat. § 124D.08 (School Boards' Approval to Enroll in Nonresident District; Exceptions)
Minn. Stat. Ch.125A (Special Education and Special Programs)
Minn. Stat. § 152.22, Subd. 6 (Definitions)
Minn. Stat. § 152.23 (Limitations)
Minn. Stat. Ch. 260A (Truancy)
Minn. Stat. Ch. 260C (Juvenile Safety and Placement)
20 U.S.C. §§ 1400-1487 (Individuals with Disabilities Education Act)
29 U.S.C. § 794 *et seq.* (Rehabilitation Act of 1973, § 504)
34 C.F.R. § 300.530(e)(1) (Manifestation Determination)

Cross References: MSBA/MASA Model Policy 413 (Harassment and Violence)
MSBA/MASA Model Policy 419 (Tobacco-Free Environment; Possession and Use of Tobacco, Tobacco-Related Devices, and Electronic Delivery Devices)
MSBA/MASA Model Policy 501 (School Weapons)
MSBA/MASA Model Policy 502 (Search of Student Lockers, Desks, Personal Possessions, and Student's Person)
MSBA/MASA Model Policy 503 (Student Attendance)
MSBA/MASA Model Policy 505 (Distribution of Non-school Sponsored Materials on School Premises by Students and Employees)
MSBA/MASA Model Policy 514 (Bullying Prohibition Policy)
MSBA/MASA Model Policy 524 (Internet Acceptable Use and Safety Policy)
MSBA/MASA Model Policy 525 (Violence Prevention)
MSBA/MASA Model Policy 526 (Hazing Prohibition)
MSBA/MASA Model Policy 527 (Student Use and Parking of Motor Vehicles; Patrols, Inspections, and Searches)
MSBA/MASA Model Policy 610 (Field Trips)
MSBA/MASA Model Policy 709 (Student Transportation Safety Policy)
MSBA/MASA Model Policy 711 (Video Recording on School Buses)
MSBA/MASA Model Policy 712 (Video Surveillance Other Than on Buses)

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613 – GRADUATION REQUIREMENTS

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

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. DEFINITIONS

- A.
- 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 Plan,” or “IEP,” means a written statement developed for a student eligible by law for special education and services.
- E. “Required standard” means: (1) a statewide adopted expectation for student learning in the content areas of language arts, mathematics, science, social studies, physical education, and the arts, and (2) a locally adopted expectation for student learning in health.
- F. “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

The Director of Curriculum and Instruction or designee shall be named the school district test administrator. Said person shall be in charge of all test procedures and shall bring recommendations to the school board annually for approval.

V. GRADUATION REQUIREMENTS

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

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

VI. DETROIT LAKES PUBLIC SCHOOLS CREDIT REQUIREMENTS

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

- A. Eight (8) semester credits of language arts;
- B. Seven (7) semester credits of social studies encompassing at least United States history, geography, government and citizenship, world history, and economics;
- C. Six (6) semester credits of science to include courses that meet all required Minnesota Academic Standards for science, including at least:
 - 1. one credit of biology;
 - 2. one credit of chemistry or physics; and
 - 3. 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
- D. Six (6) semester credits of mathematics, including an algebra II credit or its equivalent, geometry, statistics and probability, or its equivalent, sufficient to satisfy all of the academic standards in mathematics. Students in the graduation class of 2015 and beyond must complete an algebra I credit by the end of 8th grade sufficient to satisfy all of the 8th grade standards in mathematics;
- E. One (1) semester credit of Health in grades 9-12 encompassing district-adopted standards.
- F. Three (3) semester credits of physical education encompassing district-adopted standards.
- G. Two (2) semester credits of Fine Arts that meet all required Minnesota Academic Standards for the Arts.
- H. One (1) semester credit that includes financial literacy.
- I. A minimum of fourteen (14) semester elective credits for students graduating in 202~~40~~. For students graduating after 202~~40~~, refer to the table below:

Graduation Requirements	Class of 2020 SR	Class of 2021 JR	Class of 2022 SO	Class of 202 53 SFR	Class of 202 64 & beyond 8 th -Grade
English	8	8	8	8	8
Health	4	4	4	1	1
Mathematics	6	6	6	6	6
Physical Education	3	3	3	3	3
Science	6	6	6	6	6
Social Studies	7	7	7	7	7
Fine Arts	2	2	2	2	2
Financial Literacy *Local Requirement	4	4	4	1	1
<u>Required Elective Credits</u> <u>Total required MDE+Local credits</u>	34	34	34	18 34	16 34
Pathway Electives (2 per year)	0	2	8	8	8
General Elective Credits	14	12	8	10	8 12
Total credits required to graduate	48	48	50	52	50 54
<u>Total possible credits</u>	58	60	62	64	64

J. Credit equivalencies

1. A one-half credit of economics taught in a school's agricultural, food, and natural resources education or business education program or 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 C., 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 C., 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 C., above.
3. A career and technical education credit may fulfill a mathematics or arts credit requirement under Paragraph A. Or Paragraph D., above.
4. A computer science credit may fulfill a mathematics credit requirement under Paragraph A., 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 C. or Paragraph E., above, if the credit meets the state academic standards in mathematics or science.
6. An ethnic studies course may fulfill a social studies, language arts, arts, math, or science credit if the course meets the applicable state academic standards. An ethnic studies course may fulfill an elective credit if the course meets applicable local standards or other requirements.

[Note: Starting in the 2026-27 school year, a high school must offer an ethnic studies course; in elementary and middle schools by the 2027-28 school year.]

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. 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 Academics Standards, Science K-12;
 4. Minnesota Academics Standards, Social Studies K-12; and
 5. Minnesota Academics Standards, Physical Education K-12.
- C. State standards in the Arts K-12 are available, or school districts may choose to develop their own standards.
- D. 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.
- E. Meeting the requirements of an Individualized Education Plan (IEP) or a Section 504 Plan.

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 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.
- C. The principal's decision shall be in writing and may be subject to review by the superintendent and school board.

Legal References:

Minn. Stat. § 120B.02 (Educational Expectations for Minnesota's Students)

Minn. Stat. § 120B.018 (Definitions)

Minn. Stat. § 120B.021 (Required Academic Standards)

Minn. Stat. § 120B.023 (Benchmarks)

Minn. Stat. § 120B.024 (Graduation Requirements; Course Credits)

Minn. Stat. § 120B.07 (Early Graduation)

Minn. Stat. § 120B.11 (School District Process)

Minn. Stat. § 120B.125 (Planning for Students' Successful Transition to Postsecondary Education and Employment; Involuntary Career Tracking Prohibited)

Minn. Stat. § 120B.30 (Statewide Testing and Reporting System)

Minn. Rules Parts 3501.0640-3501.0655 (Academic Standards for Language Arts)

Minn. Rules Parts 3501.0700-3501.0745 (Academic Standards for Mathematics)

Minn. Rules Parts 3501.0800-3501.0815 (Academic Standards for the Arts)
Minn. Rules Parts 3501.0900-3501.0955 (Academic Standards in Science)
Minn. Rules Parts 3501.1300-3501.1345 (Academic Standards for Social Studies)
Minn. Rules Parts 3501.1400-3501.1410 (Academic Standards for Physical Education)
20 U.S.C. § 6301, *et seq.* (Every Student Succeeds Act)

Cross References:

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)

Date Adopted: 05/11/98	File Number: Detroit Lakes Policy - 901
Date Revised: 02/09/2015, <u>02/26/24</u>	

901 - COMMUNITY EDUCATION

I. PURPOSE

The purpose of this policy is to convey to employees and to the general public the important role of community education within the school district.

II. GENERAL STATEMENT OF POLICY

The school board affirms a strong commitment to the community education program. The school board welcomes, and strongly encourages use of school buildings and activity areas by the community when not used for regularly scheduled elementary and secondary programs. The school administration should strive to accomplish the following objectives:

- A. Maximum use should be made of public school facilities within the school district service area.
- B. Educational needs and interest of area residents should be determined periodically.
- C. Community resources and expertise of residents should be utilized to develop a vibrant, ~~well rounded~~wellrounded community education program.
- D. Area residents should be encouraged to actively participate in program opportunities.

III. COMMUNITY EDUCATION ADVISORY COUNCIL

- A. The council shall assist in promoting the goals and objectives of the program.
- B. The membership of the community education advisory with consideration given to members who represent: various service organizations; churches; public and nonpublic schools; local government including elected officials; public and private nonprofit agencies serving youth and families; parents; youth; park, recreation or forestry services of municipal or local government units located in whole or in

part within the boundaries of the school district; and any other groups participating in the community education program in the school district.

- C. Bylaws of the community education advisory council shall provide the framework for the organization including criteria pertaining to membership, officers' duties, frequency and structure of meetings and such other matters as deemed necessary and appropriate.

Legal References: Minn. Stat. § 123B.51 (Schoolhouses and Sites; Uses for School and Nonschool Purposes; Closings~~Access for Non-Curricular Purposes~~)
Minn. Stat. § 124D.19, Subd. 1 (Community Education Programs; Advisory Council)
Minn. Stat. § 124D.20, Subd. 1 (Community Education Revenue)

Cross References: MSBA/MASA Model Policy 902 (Use of School District Facilities and Equipment)

Date Adopted: 8/11/03	File Number: Detroit Lakes Policy - 903
Date Revised: 10/09/2017, <u>02/26/24</u>	

903 - VISITORS TO SCHOOL DISTRICT BUILDINGS AND SITES

I. PURPOSE

The purpose of this policy is to inform the school community and the general public of the position of the school board on visitors to school buildings and other school property.

II. GENERAL STATEMENT OF POLICY

- A. The school board encourages interest on the part of parents and community members in school programs and student activities. The school board welcomes visits to school buildings and school property by parents and community members provided the visits are consistent with the health, education and safety of students and employees and are conducted within the procedures and requirements established by the school district.
- B. The school board reaffirms its position on the importance of maintaining a school environment that is safe for students and employees and free of activity that may be disruptive to the student learning process or employee working environment.

III. POST-SECONDARY ENROLLMENT OPTIONS STUDENTS

- A. A student enrolled in a post—secondary enrollment options course may remain at the school site during regular school hours in accordance with established procedures.
- B. A student enrolled in a post-secondary enrollment options course may be provided with reasonable access, during regular school hours, to a computer and other technology resources that the student needs to complete coursework for a post-secondary enrollment course in accordance with established procedures.

IV. RESPONSIBILITY

- A. The school district administration shall present recommended visitor and post-secondary enrollment options student procedures and requirements to the school board for review and approval. These procedures should reflect input from employees, students and advisory groups, and shall be communicated to the school

community and to the general public. Upon approval by the school board, such procedures and requirements shall be an addendum to this policy.

- B. The superintendent shall be responsible for providing coordination that may be needed throughout the process and providing for periodic school board review and approval of the procedures.

V. VISITOR LIMITATIONS

- A. An individual, post-secondary enrollment options student, or group may be denied permission to visit a school or school property or such permission may be revoked if the visitor(s) does not comply with the school district procedures and regulations or if the visit is not in the best interest of students, employees or the school district.
- B. Visitors, including post-secondary enrollment options students, are authorized to park vehicles on school property at times and in locations specified in the approved visitor procedures and requirements which are an addendum to this policy or as otherwise specifically authorized by school officials. When authorized vehicles of visitors are parked on school property, school officials may:
 - 1. move the vehicle or require the driver or other person in charge of the vehicle to move it off school district property; or
 - 2. if unattended, provide for the removal of the vehicle, at the expense of the owner or operator, to the nearest convenient garage or other place of safety off school property.
- C. An individual, post-secondary enrollment options student, or group who enters school property without complying with the procedures and requirements may be guilty of criminal trespass and thus subject to criminal penalty. Such persons may be detained by the school principal or a person designated by the school principal in a reasonable manner for a reasonable period of time pending the arrival of a police officer.

Legal References: Minn. Stat. § 123B.02 (General Powers of Independent School Districts)
Minn. Stat. § 124D.09 (Post-~~s~~Secondary Enrollment Options ~~Act~~Program)
Minn. Stat. § 128C.08 (Assaulting a Sports Official Prohibited)
Minn. Stat. § 609.605, Subd. 4 (Trespasses ~~on School Property~~)

| *Cross References:* None

Date Adopted: 05/11/98	File Number: Detroit Lakes Policy - 904
Date Revised: 8/11/03; 03/09/2009; 01/11/2010	

904 - DISTRIBUTION OF MATERIALS ON SCHOOL DISTRICT PROPERTY BY NONSCHOOL PERSONS

I. PURPOSE

The purpose of this policy is to provide for distribution of materials appropriate to the school setting by nonstaff and nonstudents on school district property in a reasonable time, place, and manner which does not disrupt the educational program nor interfere with the educational objectives of the school district.

II. GENERAL STATEMENT OF POLICY

- A. The school district intends to provide a method for nonschool persons and organizations to distribute materials appropriate to the school setting, within the limitations and provisions of this policy.
- B. To provide for orderly and nondisruptive distribution of materials, the school board adopts the following regulations and procedures.

III. DEFINITIONS

- A. "Distribution" means circulation or dissemination of material by means of handing out free copies, selling or offering copies for sale, accepting donations for copies, or posting or displaying materials, or placing materials in internal staff or student mailboxes.
- B. "Materials" includes all materials and objects intended by nonschool persons or nonschool organizations for distribution. Examples of nonschool-sponsored materials include but are not limited to leaflets, brochures, buttons, badges, flyers, petitions, posters, underground newspapers whether written by students, employees or others, and tangible objects.
- C. "Nonschool person" means any person who is not currently enrolled as a student in or employed by the school district.

D. "Obscene to minors" means:

1. The average person, applying contemporary community standards, would find that the material, taken as a whole, appeals to the prurient interest of minors of the age to whom distribution is requested;
2. The material depicts or describes, in a manner that is patently offensive to prevailing standards in the adult community concerning how such conduct should be presented to minors of the age to whom distribution is requested, sexual conduct such as intimate sexual acts (normal or perverted), masturbation, excretory functions, and lewd exhibition of the genitals; and
3. The material, taken as a whole, lacks serious literary, artistic, political, or scientific value for minors.

E. "Minor" means any person under the age of eighteen (18).

F. "Material and substantial disruption" of a normal school activity means:

1. Where the normal school activity is an educational program of the school district for which student attendance is compulsory, "material and substantial disruption" is defined as any disruption which interferes with or impedes the implementation of that program.
2. Where the normal school activity is voluntary in nature (including school athletic events, school plays and concerts, and lunch periods) "material and substantial disruption" is defined as student rioting, unlawful seizures of property, conduct inappropriate to the event, participation in a school boycott, demonstration, sit-in, stand-in, walk-out, or other related forms of activity.

In order for expression to be considered disruptive, there must exist specific facts upon which the likelihood of disruption can be forecast, including past experience in the school, current events influencing student activities and behavior, and instances of actual or threatened disruption relating to the written material in question.

G. "School activities" means any activity sponsored by the school, including but not limited to, classroom work, library activities, physical education classes, official assemblies and other similar gatherings, school athletic contests, band concerts, school plays, other theatrical productions, and in-school lunch periods.

- H. "Libelous" is a false and unprivileged statement about a specific individual that tends to harm the individual's reputation or to lower him or her in the esteem of the community.

IV. GUIDELINES

- A. Nonschool persons and organizations may, within the provisions of this policy, be granted permission to distribute, at reasonable times and places as set forth in this policy, and in a reasonable manner, materials and objects which are appropriate to the school setting.
- B. Requests for distribution of materials will be reviewed by the administration on a case-by-case basis. However, distribution of the following materials is always prohibited. Material *is* prohibited that:
1. is obscene to minors;
 2. is libelous;
 3. is pervasively indecent or vulgar or contains any indecent or vulgar language or representations, with a determination made as to the appropriateness of the material for the age level of students to which it is intended.
 4. advertises any product or service not permitted to minors by law;
 5. advocates violence or other illegal conduct;
 6. constitutes insulting or fighting words, the very expression of which injures or harasses other people (e.g., threats of violence, defamation of character or of a person's race, religious or ethnic origin);
 7. presents a clear and present likelihood that, either because of its content or the manner of distribution, it will cause a material and substantial disruption of the proper and orderly operation and discipline of the school or school activities, will cause the commission of unlawful acts or the violation of lawful school regulations.
- C. Permission for nonschool persons to distribute materials on school district property is a privilege and not a right. In making decisions regarding permission for such distribution, the administration will consider factors including, but not limited to the following:

1. whether the material is educational related;
2. the extent to which distribution is likely to cause disruption of or interference with the school district's educational objectives, discipline or school activities;
3. whether the materials can be distributed from the office or other isolated location so as to minimize disruption of traffic flow in hallways;
4. the quantity or size of materials to be distributed;
5. whether distribution would require assignment of school district staff, use of school district equipment or other resources;
6. whether distribution would require that nonschool persons be present on the school grounds;
7. whether the materials are a solicitation for goods or services not requested by the recipients.

V. TIME, PLACE, AND MANNER OF DISTRIBUTION

If permission is granted pursuant to this policy for the distribution of any materials, the time, place and manner of distribution will be solely within the discretion of the administration, consistent with the provisions of this policy.

VI. PROCEDURES

- A. Any nonschool person wishing to distribute materials must first submit for approval a copy of the materials to the administration at least five days in advance of desired distribution time, together with the following information:
 1. Name and phone number of the person submitting the request.
 2. Date(s) and time(s) of day of requested distribution.
 3. If material is intended for students, the grade(s) of students to whom the distribution is intended.
 4. The proposed method of distribution.

- B. The administration will review the request and render a decision. The administration will assign a location and method of distribution and will inform the persons submitting the request whether nonschool persons may be present to distribute the materials. In the event that permission to distribute the materials is denied or limited, the person submitting the request should be informed in writing of the reasons for the denial or limitation.
- C. Permission or denial of permission to distribute material does not imply approval or disapproval of its contents by either the school, the administration of the school, the school board, or the individual reviewing the material submitted.
- D. In the event that permission to distribute materials is denied, the nonschool person or organization may request reconsideration of the decision by the superintendent. The request for reconsideration must be in writing and must set forth the reasons why distribution is desirable and in the interest of the school community.

VII. VIOLATION OF POLICY

Any party violating this policy or distributing materials without permission will be directed to leave the school property immediately and, if necessary, the police will be called.

VIII. IMPLEMENTATION

The school district administration may develop any additional guidelines and procedures necessary to implement this policy for submission to the school board for approval. Upon approval by the school board, such guidelines and procedures shall be an addendum to this policy.

[Note: School districts are encouraged to consider additional guidelines which reflect varied local practices relating to this subject matter, including addressing the subject of consistency and uniformity for approving or disapproving practices under this policy.]

Legal References: U. S. Const., amend. I
Hazelwood School District v. Kuhlmeier, 484 U.S. 260, 108 S.Ct. 562, 98 L.Ed.2d 592 (1988)
Doe v. South Iron R-I School District, 498 F.3d 878 (8th Cir. 2007)
Bystrom v. Fridley High School, 822 F.2d 747 (8th Cir. 1987)
Cornelius v. NAACP Legal Defense and Educational Fund, Inc., 473 U.S. 788, 105 S.Ct. 3439, 87 L.Ed.2d 567 (1985)
Perry Education Ass'n v. Perry Local Educators' Ass'n, 460 U.S. 37, 103 S.Ct. 948, 74 L.Ed.2d 794 (1983)

Cross References: MSBA/MASA Model Policy 505 (Distribution of Nonschool-Sponsored Materials on School Premises by Students and Employees)
MSBA/MASA Model Policy 512 (School-Sponsored Student Publications)

Date Adopted: 05/11/98	File Number: Detroit Lakes Policy - 905
Date Revised: 05/10/04, <u>02/26/24</u>	

905 - ADVERTISING

I. PURPOSE

The purpose of this policy is to provide guidelines for the advertising or promoting of products or services to students and parents in the schools.

II. GENERAL STATEMENT OF POLICY

It is the school district's policy that the name, facilities, staff, students, or any part of the school district shall not be used for advertising or promoting the interests of a commercial or nonprofit agency or organization except as set forth below.

III. ADVERTISING GUIDELINES

- A. School publications, including publications such as programs and calendars, may accept and publish paid advertising provided they receive advance approval from the appropriate administrator. In no instance shall publications accept advertising or advertising images for alcohol, tobacco, drugs, drug paraphernalia, weapons, or obscene, pornographic or illegal materials. Advertisements may be rejected by the school district if determined to be inconsistent with the educational objective of the school district or inappropriate for inclusion in the publication. For example, advertisements may be rejected if determined to be false, misleading, or deceptive, or if they relate to an illegal activity or antisocial behavior. The faculty advisor is responsible for screening all such advertising for appropriateness, including compliance with the school district policy prohibiting sexual, racial, and religious harassment.
- B. The school board may approve advertising in school district facilities or on school district property. Any approval will state precisely where such advertising may be placed. The restrictions listed in Section A above will apply. Advertising will not be allowed outside the specific area approved by the school board. Specific advertising must be approved by the superintendent or designee. In no instance will an advertising device be erected or maintained ~~on school district property or~~ within 100 feet of a school that is visible to and primarily intended to advertise

and inform or to attract or which does attract the attention of operators and occupants of motor vehicles.

- C. Donations which include or carry advertisements must be approved by the school board.
- D. The school district or a school may acknowledge a donation it has received from an organization by displaying a "donated by," "sponsored in part by," or a similar byline with the organization's name and/or symbol on the item. Examples include activity programs or yearbooks.
- E. Nonprofit entities and organizations may be allowed to use the school district name, students, or facilities for purposes of advertising or promotion if the purpose is determined to be educationally related and prior approval is obtained from the school board. Advertising will be limited to the specific event or purpose approved by the school board.
- F. Contracts for computers or related equipment or services that require advertising to be disseminated to students will not be entered into or permitted unless done pursuant to and in accordance with state laws.
- G. The inclusion of advertisements in school district publications, in school district facilities, or on school district property does not constitute approval and/or endorsement of any product, service, organization, or activity. Approved advertisements will not imply or declare such approval or endorsement.

IV. ACCOUNTING

Advertising revenues must be accounted for and reported in compliance with UFARS. A periodic report shall be made to the school board by the superintendent regarding the scope and amount of such revenues.

Legal References: Minn. Stat. §123B.93, (Advertising on School Buses)
Minn. Stat. §125B.022, (Contracts for Computers or Related Equipment or Service)
Minn. Stat. §173.08, (Excluded Road Advertising Devices)

Cross References: MSBA/MASA Model Policy 421 (Gifts to Employees)
MSBA/MASA Model Policy 702 (Accounting)

Date Adopted: 05/11/98	File Number: Detroit Lakes Policy - 906
Date Revised: 09/11/00; 03/09/2009, <u>02/26/24</u>	

906 - COMMUNITY NOTIFICATION OF PREDATORY OFFENDERS

[Note: School board adoption of a policy regarding a predatory offender notification is discretionary. ~~The Sex Offender Community Notification Act, Minnesota Statutes section- § 244.052, imposes duties on law enforcement agencies but does not impose mandatory notification duties on school districts except as set forth in Paragraph IV.B.6., below.]~~

I. PURPOSE

The purpose of this policy is to assist school administrators and staff members in responding to a notification by a law enforcement agency that a convicted predatory offender is moving into the school district so that they may better protect individuals in the school's care while they are on or near the school district premises or under the control of the school district.

II. GENERAL STATEMENT OF POLICY

- A. It is the policy of this school district to provide information to staff regarding known predatory offenders that are moving into the school district so that they may monitor school premises for the safety of the school, its students and employees. Staff will be notified as appropriate and have access to Offender Fact Sheets.
- B. The superintendent, in cooperation with appropriate school transportation officials, will evaluate bus routes and bus stops. Bus drivers will have access to Offender Fact Sheets. If necessary, bus stops may be moved if they place children in close proximity to a predatory offender who has been convicted of crimes against children of similar ages.
- C. The superintendent in conjunction with the building principal or designee shall prepare or provide safety information for distribution to students regarding protecting themselves from abuse, abduction or exploitation. The school district will prepare a list of available resources. Staff will provide safety information to students on how to protect themselves against abuse, abduction or exploitation. School officials may ask their police liaison officer or local law enforcement officials for assistance in providing instruction to staff and/or students.

III. DEFINITIONS

- A. ~~The “Sex Offender Community Notification Act,” Minnesota Statutes section § 244.052, as amended, allows law enforcement agencies to disclose information about certain predatory offenders when they are released into the community. The information disclosed and to whom it is disclosed will depend upon their assessment of the level of risk posed by the predatory offender.~~
- B. “Risk Level Assessment” is the level of danger to the community as established by the Minnesota Department of Corrections following a review by a committee of experts. The level of risk assigned to a soon-to-be-released offender determines the scope of notification. ~~(Minn. Stat. § 244.052, subds. 2, 3)~~
- C. “Risk Levels.”
1. “Level I” — Risk Level I is assigned to a predatory offender whose risk assessment score indicates a low risk of reoffense.
 2. “Level II” — Risk Level II is assigned to a predatory offender whose risk assessment score indicates a moderate risk of reoffense.
 3. “Level III” — Risk Level III is assigned to a predatory offender whose risk assessment score indicates a high risk of reoffense.
- ~~(Minn. Stat. § 244.052, subd. 3(e))~~
- D. “Notification or Disclosure by Law Enforcement Agency”
1. Risk Level I — The local law enforcement agency may disclose certain information to other law enforcement agencies and to any victims of or witnesses to the offense committed by the offender. There will be no disclosure to school districts.
 2. Risk Level II — In addition to those notified in Level I, a law enforcement agency may notify agencies and groups the offender is likely to encounter that the offender is about to move into the community and provide to those agencies and groups an Offender Fact Sheet on the offender. School districts, private schools, day care centers and other institutions serving those likely to be victimized by the predatory offender are included in a Level II notification.
 3. Risk Level III — In most cases, the local law enforcement agencies will hold a community meeting and distribute an Offender Fact Sheet with

information concerning and a photograph of the soon-to-be-released Level III offender.

~~(Minn. Stat. § 244.052, subd. 4)~~

- E. “Offender Fact Sheet” is a data sheet compiled by the Department of Corrections or local law enforcement agency. The Offender Fact Sheet contains both public and private data including a photograph and physical description of the predatory offender, as well as the general location of the offender's residence.
 - 1. A local law enforcement agency will generally provide Offender Fact Sheets for Level II predatory offenders directly to the school district.
 - 2. Level III Offender Fact Sheets will be distributed at a community meeting conducted by the local law enforcement agency.
- F. “Law enforcement agency” means the law enforcement agency having primary jurisdiction over the location where the offender expects to reside upon release.
~~(Minn. Stat. § 244.052, Subd. 1 (3))~~
- G. “Criminal history conviction data” is public data on a convicted criminal which is compiled by the State Bureau of Criminal Apprehension (BCA). ~~(Minn. Stat. § 13.87)~~

IV. PROCEDURES

- A. Level II Notification.

In keeping with the statutorily designated purpose that Offender Fact Sheets are to be used by staff members to secure the school and protect individuals in the school district's care while they are on or near the school district's premises or under the control of the school district, the school district will take the following steps:

- 1. The superintendent shall notify the law enforcement agencies within the school district that all appropriate Level II and Level III notifications are to be provided at least to the superintendent of schools.
- 2. Upon notification of the release of a Level II predatory offender, the superintendent shall forward the Offender Fact Sheet to all building principals and central office administrators. This would include transportation, food service and buildings and grounds supervisors.
- 3. Principals of schools in close proximity to the Level II predatory offender's residence shall meet with staff and show the Offender Fact Sheet to persons

within the buildings who supervise students or who would be in a position to observe if the Level II offender was in or around the school. This includes, but is not limited to, administrators, teachers, coaches, paraprofessionals, custodians, clerical and office workers, food service workers, volunteers and transportation providers.

4. The school district shall request criminal history conviction data on the Level II predatory offender from its local law enforcement agency. On a case-by- case basis, the superintendent may determine whether to send a letter to parents with general information regarding release of the Level II offender and a copy of the criminal history conviction data that the school district obtained from its local law enforcement agency. The offender fact sheet contains data classified as private or not public under Minnesota law and may only be distributed to parents, students, or others outside the school district if it determines the release is for the purpose of securing the schools and protecting individuals under the school district's care while they are on or near school premises.
5. The building administrator shall cause the Offender Fact Sheet to be posted in each building in an area accessible to staff and employees but not the general public unless a determination has been made that public posting will help secure the school or protect students.
6. The school district shall not distribute or provide access to Level II Offender Fact Sheets to parents, students or others outside the school district unless a determination has been made that dissemination of the data will help secure the school or protect students.

[Note: The Minnesota Department of Administration issued an opinion confirming that the Predatory Offender Fact Sheet contains private data or not public data. However it is the department's opinion that a school district may release any information contained in the notification to anyone, including staff, students, parents, and guardians, if it determines that the release of data will help secure the school or protect students.]

B. Level III Notification.

1. The superintendent shall notify the law enforcement agencies within the school district that all Level III notifications of community meetings are to be provided to the superintendent of schools.
2. When a Level III offender is released into a community, generally the local law enforcement agency will notify the school district of the time and

location of the community meeting at which the Level III Offender Fact Sheet will be distributed to the community.

3. When the school district receives this information, the superintendent shall determine on a case-by-case basis whether the school district will notify parents and students of the time, date and location of the community meeting.
4. When notified of a Level III predatory offender community meeting the superintendent or another school district administrator designated by the superintendent shall attend the community notification meeting.
5. When the school district receives information that a Level III predatory offender is moving into the school district, in addition to following the procedures specified above, the school district shall follow the procedures outlined for a Level II notification.
6. If the predatory offender is participating in programs offered by the school district that require or allow the person to interact with children other than the person's children, the superintendent shall notify parents of children in the school district of the contents of the Offender Fact Sheet.

Legal References:

Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 244.052 (Predatory Offenders; Notice~~Community~~
Notification)

20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)
~~3442~~ U.S.C. ~~20901-§ 14071~~ et seq. (Jacob Wetterling Megan Nocile Kanka,
and Pam Lychner Sex Offender Registration and Notification Program
~~Crimes Against Children and Sexually Violent Offender Registration~~
~~Program~~)

Minnesota Department of Administration Advisory Opinion: 98-004

Cross References:

MSBA Model Policy 414 (Mandated Reporting of Child Neglect or Physical
or Sexual Abuse)
MSBA Model Policy 415 (Mandated Reporting of Maltreatment of
Vulnerable Adults)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
MSBA Model Policy 903 (Visitors to School District
Buildings and Sites)

Date Adopted: 02/08/10	File Number: Detroit Lakes Policy - 907
Date Revised: 01/01/2015 (No Change), <u>02/26/24</u>	

907 REWARDS

[Note: A school board must formally adopt a policy authorizing rewards for information leading to the conviction of the person committing or conspiring to commit the specified crimes before a reward may be offered.]

I. PURPOSE

The purpose of this policy is to authorize the school board to offer rewards to persons who provide accurate and reliable information leading to the conviction of a person who has committed or conspired to commit a crime against students or school employees, volunteers, or school board members as a result of their affiliation with the school district, or against school district property.

II. GENERAL STATEMENT OF POLICY

The school board believes that, in certain circumstances, the offering of a reward may lead to the receipt of information that would solve or prevent a crime against students, school employees, volunteers, school board members, or school district property. The school board also believes that the fact that the school board may offer a reward may have a deterrent effect on the commission of such crimes.

III. APPROVAL OF OFFERING OF REWARDS

The school board shall approve the offering of any rewards by the school district. The approval shall specify the amount of the reward and the crime to which it is applicable. The approval may relate to a specific incident or to a continuing category of crime, i.e., assault of a teacher, damage to school property, etc.

IV. ESTABLISHMENT OF PROCEDURES

The superintendent shall develop directives and procedures to address the timing and method of payment of any reward earned by an information provider. The information provided must have led to the conviction of the person who committed or conspired to commit the crime for which the reward was offered.

Legal References: Minn. Stat. § 123B.02, Subd. 22 (General Powers of Independent School Districts~~Reward~~)

Cross References:

Date Adopted: 6/29/2020	File Number: Detroit Lakes Policy – 910
Date Revised:	

910 – NAMING RIGHTS

I. PURPOSE

The purpose of this policy is to establish the criteria and procedures for granting Naming Rights in relation to District facilities. This policy does not cover scholarships or research grants. The Naming Rights Policy applies district-wide.

II. GENERAL STATEMENT OF POLICY

It is the policy of this school district to recognize persons who have either supported the district through distinguished effort or substantial financial contributions by naming facilities in their honor.

III. REQUIREMENT

A. Facilities included in the Naming Rights Policy include:

1. Buildings or parts of a building such as wings where the identification focuses on the external feature.
2. Parts of buildings, such as theatres, laboratories, gymnasiums, or classrooms.
3. Outdoor areas, which may be gardens, courtyards, stadiums, playing fields, roads or walkways.
4. Other facilities may be recommended for naming after consultation with the school board.

B. “Naming Rights in Consideration” is in consideration of financial contributions, sponsorships or other commercial transactions.

C. “Naming Rights in Recognition” is in recognition of any significant contributions to the district that it wishes to honor.

1. Recognition of outstanding services to the district while serving in an academic or administrative capacity.
2. Recognition of the achievement of distinguished alumni.
3. Recognition of a financial contribution or other contribution from a donor.

IV. GRANTING NAMING RIGHTS

- A. The granting of Naming Rights must be consistent with the District 22 Mission and Core Values.
- B. For the purposes of this policy, a significant financial contribution is set at a minimum of \$100,000.00.
- C. No representative of the district shall solicit donations from patrons without prior approval from the superintendent.
- D. All requests for Naming Rights must be submitted in writing to the board of education.
- E. The board of education will designate the superintendent or designee to form a committee to review and make recommendations for naming opportunities.
- F. The committee will review and research each submitted facility-naming nomination on its individual merits.
- G. The committee will make its recommendation to the superintendent.
- H. The superintendent will submit her/his recommendation to the board of education for review and action.
- I. The physical display of the Naming Rights shall be decided or negotiated on a case-by-case basis.

V. DURATION OF NAMING RIGHTS

- A. Naming Rights will normally remain in place for a period of no longer than ten [10] years.
- B. Exceptions to the duration may be granted with the approval of the board of education.

VI. EARLY TERMINATION OF NAMING RIGHTS

- A. The Naming Rights agreement may be terminated under the following conditions:
 - 1. Termination by the District – The district reserves the right, at its sole discretion, to terminate Naming Rights without refund of consideration, prior to the scheduled termination date, should it feel it is necessary to do so to avoid the district being brought into disrepute.

2. Termination by the Named Party – The Named Party without refund of consideration, at its sole discretion, may terminate its acceptance of the Naming Rights prior to the scheduled termination date, in the event that the district directly brings the Named Party into disrepute.

VII. TRANSFERABILITY OF NAMING RIGHTS

- A. Naming Rights may only be transferred to any other Named Party by mutual agreement between all named parties.
- B. “Naming Rights in Consideration” may be traded by mutual agreement between all parties. Traded is defined as “to exchange one naming right for another” as in the case where a company changes its name, the naming right might be “traded” to reflect the new name.

VIII. RENEWABILITY OF NAMING RIGHTS

- A. Naming Rights may be renewed by the mutual agreement between all the parties.

DATE: February 20, 2024

TO: Mark Jenson, Superintendent and Board of Education

FROM: Jason Kuehn, Director of Finance and Operations

SUBJECT: **2024-26 Pupil Transportation Contract with Olander Bus Service**

The Transportation Committee sought proposals for Pupil Transportation Services for the 2024-25 and 2025-26 school years. Attached is a contract with with Olander Bus Service to continue services with the district for 18 existing routes. The contract term would begin on July 1, 2024 and end on June 30, 2026. The contract reflects an overall increase of 15% over the two years of the contract.

District Administration and the Transportation Committee recommend approval of the contract.

SCHOOL BUS TRANSPORTATION CONTRACT

**Independent School District #22
and
Olander Bus Service, Inc.**

2024-2026

THIS AGREEMENT made and entered this 1st day of July, 2024 by and between Independent School District No. 22 of Becker County, Minnesota, hereinafter referred to as "School District", and Olander Bus Service, Inc. of Detroit Lakes, Minnesota, hereinafter referred to as "Contractor".

For the consideration herein expressed, Contractor agrees with the School District:

I. CONTRACT DURATION AND GENERAL CONDITIONS

- A. Contractor will transport public and non-public school pupils, as designated by the School Board, over school bus routes numbered **1-10, 12, 14-17, 19-20, and 98**, or as otherwise specified by the School Board, and to transport students to and from extra-curricular activities or events between schools/sites as specified or requested by the School District.
- B. Unless specifically noted on the attached Exhibit A, Contractor understands and agrees that it does not have an exclusive right to provide transportation services to the District. The District may elect to meet its transportation needs through any combination of contracted services and utilizing its own staff and vehicles.
- C. The term of the contract will be for a period of two school years, commencing on July 1, 2024 and ending on June 30, 2026.
- D. Contractor will provide the District with a current vehicle roster at intervals requested by the District that includes the bus number, year model, chassis make, body make, capacity, and bus mileage for all vehicles used to transport students.
- E. Should the schools of the District be closed for any reason whatsoever, the District will not be responsible for any payments to Contractor during the period of such closing.
- F. Contractor shall not assign or sublet this Agreement or any part of this Agreement without the prior written consent of the District.

II. INSURANCE AND ACCIDENT REPORTING

- A. Contractor agrees at its sole expense to procure and keep in force during the entire period of this Agreement automobile, general, and umbrella liability insurance coverage covering all operations, locations, vehicles, and employees used in the performance of this Agreement. The District shall be named as an additional insured under these policies. Such insurance must specifically include a provision

to defend, indemnify, and hold harmless the District. The minimum required limits of insurance are as follows:

1. \$1,000,000 single limit for bodily injury and property damage liability;
 2. \$20,000 medical and \$20,000 work loss no-fault insurance coverage;
 3. Minimum required coverage for uninsured motorist;
 4. \$2,000,000 umbrella liability; and
 5. Workers' Compensation at statutory limits.
- B. Contractor will provide the District with copies of its insurance certificates prior to commencement of service, and annually thereafter no later than July 1. Failure to maintain required insurance at all times will be considered a material default under this Agreement and will entitle the District to immediately terminate this Agreement without further liability. The insurance company utilized by Contractor must have a minimum A.M. Best Rating of A and be licensed to do business in the State of Minnesota. Insurance certificates provided by Contractor must clearly show the District named as an additional insured, and it must further provide that the policy shall not be canceled, nonrenewed, or materially changed so as to effect the insurance described until sixty (60) days' notice of such action has been delivered to the District.
- C. In the event of an accident, a verbal report shall be made immediately to the District. A written accident report disclosing all information relating to the accident and any other possible pertinent information requested by the District will be submitted to the District as soon as possible and by no later than two working days of the accident.

III. INDEMNIFICATION

- A. Contractor will defend, indemnify, and hold the District, its School Board, officers, employees, agents, insurers, and attorneys harmless from and against any and all claims, demands, claims, causes of action, or liabilities which may be made by any person, firm or corporation, or other entity arising in any way out of this Agreement or the transportation services provided by Contractor or its employees, agents, independent contractors, or subcontractors or because of any act or omission, negligence, or misconduct of Contractor or its employees, agents, independent contractors, or subcontractors. Contractor's obligations under this Paragraph will not extend to any claim or demand that solely arises from or is caused solely by the gross negligence or willful conduct of the District, its employees, or agents.
- B. To the extent permitted by law, the District will defend, indemnify, and hold Contractor, its officers, employees, agents, successors and assigns harmless from and against any and all claims, demands, claims, causes of action, or liabilities solely arising from or solely caused by the gross negligence or willful conduct of the District, its employees, or agents.

IV. BUS DRIVERS

- A. Contractor must employ a sufficient number of qualified drivers and support personnel to provide the District of continuous and reliable service at all times

during the term of this Agreement. Contractor will provide qualified drivers, trained and licensed in accordance with the laws of Minnesota and the rules and regulations of District. Contractor's bus drivers and other staff providing services pursuant to this Agreement will not be considered employees of the School District for any purpose. Contractor will be solely responsible for hiring, disciplining, and discharging its bus drivers and other staff.

B. Contractor agrees that each driver will:

1. Possess a valid license issued by this State authorizing such person to operate a school bus.
2. Be certified by a duly licensed medical practitioner as medically qualified and free of medical or physical conditions, which, absent reasonable accommodation, would limit safe operation of a school bus. The physical examination shall be conducted in accordance with applicable law prior to employment and periodically thereafter as required by law.
3. Successfully complete a course of training, including instruction in school bus safety, student discipline, human relations, behind-the-wheel school bus driving instruction, defensive driving, first aid, use of fire extinguisher, traffic laws, and applicable District policies and regulations.
4. Possess a satisfactory driving record and criminal history record, after review of such records prior to employment and periodically thereafter to the extent permitted or available by law. At a minimum, Contractor's procedures for criminal background checks must be consistent with the requirements for the District's own employees set forth in Minnesota Statutes section 123B.03.
5. Prior to employment and from time to time thereafter, to the extent permitted by law, undergo such tests as may reveal, within a reasonable degree of medical or scientific certainty, the presence or absence of drugs or controlled substances in the body. Negative findings for such tests shall be a condition of employment to the extent permitted by law.
6. Satisfy all applicable requirements of State and Federal regulators in rendering transportation services regulated by such agencies.
7. Meet any other criteria required by State or Federal law, or by District's policies, rules, or regulations.
8. Contractor will provide the District with sufficient documentation to verify that all drivers have satisfied the requirements above before they begin providing services pursuant to this Agreement and at other times requested by the District. The District will have access to any and all driver records upon request.

C. Contractor will hold each driver responsible for:

1. Supervising the loading and unloading of his or her bus at every pick-up and delivery point.
2. Keeping informed of all rules and regulations affecting the operation of school buses and standards of conduct.
3. Complying with all federal, state and local traffic laws while operating buses.
4. Carrying appropriate identification at all times while on duty.

5. Carrying a time piece while on duty so that the driver can maintain established schedule times.
- D. Contractor shall maintain an orientation and instruction program that drivers must complete before they are allowed to drive while students are on board, which must be sufficient to ensure a driver is able to safely operate the type of school bus the driver will be driving, and must include training on:
 1. Emergency procedures.
 2. Student and behavior management procedures approved by the District, including issues relating to students with disabilities.
 3. Relevant laws, rules of the road, and local school bus safety policies.
 4. Student loading and unloading procedures.
 - E. As part of its training program, Contractor will require all bus drivers to attend at least one county or regional school bus driver's instruction workshop per year, which may be used to satisfy some of the subject-matter requirements set forth above.
 - F. Contractor must take reasonable steps to prevent its employees from exposing any student to impropriety of word or conduct. Contractor will not permit its drivers to smoke on the bus nor to drink any intoxicating beverage or be under the influence of drugs or alcohol while operating any bus. Contractor shall have appropriate processes to monitor and prevent the use of prescription and non-prescription drugs that impair the safe operation of the bus, which must include a drug and alcohol testing program to be conducted in accordance with applicable state and federal law.
 - G. Contractor is responsible for hiring and discharging personnel employed by Contractor to perform its obligations under this Agreement; provided, however, that District shall have the right to require Contractor to remove from service under this Agreement any employee who, in District's sole discretion, is deemed unsuitable for the performance of transportation services for District; and provided further that District shall make such request in writing and state the reasons therefore.

V. ESTABLISHMENT OF ROUTES

- A. Contractor will assist the School District in the establishment of bus stops, routes, and route schedules in accordance with the parameters set forth in School Board Policy 709. Consistent with Minnesota Statutes section 123B.88, subdivision 1, the School District reserves the right to make final decisions on the establishment of bus stops, routes, and route schedules in its sole discretion and as needed in order to best meet its student transportation needs.
- B. Routes must be established in a manner that prevents students from being on a bus for an unreasonable amount of time. All routes and mileage must be approved in writing by the District's Transportation Supervisor or designee.
- C. The District strives to ensure that individual students do not ride the bus for more than one (1) hour when traveling to or from school unless unusual circumstances require a longer bus ride.

- D. The District reserves the right to make such changes in bus routes and schedules that are necessary to ensure the most cost-effective and efficient transportation services. The District will provide at least ten (10) days' written notice to Contractor in the event it exercises its right to change or alter bus routes or schedules. Contractor shall not be entitled to additional compensation in the event of a change to a bus route or schedule, and will not be compensated for any routes that are not actually run in the event the District decides to eliminate one or more routes.
- E. Upon the District's request, Contractor will provide all data in its possession regarding the District's bus routes, bus stops, bus schedules, and route mileage. The parties agree that such data is maintained for the benefit of serving the District and its students and may not be withheld by Contractor on the basis that it is proprietary or for any other reason.
- F. Contractor and the School District will work collaboratively to determine bus stop locations. All students will be picked up on public roads in a safe location provided the road is in suitable condition for bussing and there are adequate turn-around areas when needed. Bus stop locations will be determined in accordance with School Board Policy 707 and as directed by the District's Transportation Supervisor.
- G. Contractor is strictly prohibited from allowing transportation on school buses to passengers other than students attending the public schools, those attending non-public schools, or those authorized by Minnesota law and District policy. The District's Transportation Supervisor will approve who may ride buses and will determine eligibility requirements as provided by Minnesota law and District policy.
- H. The District may run a mock disaster drill each year. Contractor and the District will collaborate to conduct the drills in the most efficient manner. Contractor will assist the District in conducting one mock disaster drill each year at no additional cost to the District.
- I. By August 15 of each year, Contractor will provide the District with a preliminary list of the following information for each student receiving transportation from the District:
 - 1. Pick up and drop off time
 - 2. Bus stop location
 - 3. Bus number
 - 4. Regular, Hazardous, or Non-Public Transportation Classification
- J. This information must include any transfers. Contractor must provide the District with a final list containing the information above by September 30 each year. Contractor must submit its preliminary and final lists pursuant to this Paragraph in the manner and format specified by the District.

VI. VEHICLE REQUIREMENTS AND REPLACEMENT SCHEDULE

- A. All Type C and D vehicles operated by Contractor will be subject to the following replacement schedule:
 - 1. Gas conventional (Type C): 10 years or 150,000 miles
 - 2. Gas transit (Type D): 10 years or 150,000 miles

- 3. Diesel conventional (Type C): 12 years or 200,000 miles
- 4. Diesel transit (Type D): 12 years or 200,000 miles

- B. Type A school buses will be replaced on the same schedule as Type C buses. No buses older than 12 years will be used on a regular route and no buses older than 15 years will be used as a spare. Upon Contractor's request, the District may approve, in writing, exceptions to this general replacement schedule on an individual bus basis upon consideration of factors such as the mileage, age, and overall condition of the vehicle if the vehicle may continue to safely and reliably transport students. Exceptions will be approved in the District's sole discretion. All vehicles used by Contractor must pass an annual fall inspection by the District's Transportation Supervisor and are subject to all required inspections by the Minnesota State Highway Patrol. Used buses to be utilized by Contractor for the 2024-2025 school year must be inspected by the Highway Patrol on or before August 23, 2024.
- C. The District reserves the right to require Contractor to replace any bus during the term of this Agreement if the District reasonably determines that the bus is not in a condition to safely and reliably transport students. Upon request, Contractor will provide documentation of a vehicle's mileage, route and assignment history, inspection records, and maintenance history.
- D. All buses utilized by Contractor must be equipped as provided by law. In addition, all buses must be equipped with video surveillance equipment, which will include at least three interior cameras. Contractor will provide video footage from a bus to the District as soon as possible, which generally will be considered to be within twenty-four (24) hours unless circumstances legitimately require a longer response time.
- E. All buses must be identified and numbered as a school bus pursuant to applicable State and District requirements. If Contractor uses a bus for passenger transportation that does not involve student transportation services provided pursuant to this Agreement, Contractor must cover up numbering and school bus identification used for District transportation.
- F. Contractor must service all vehicles at regular intervals pursuant to manufacturer recommendations. Both the interior and exterior of all vehicles used to transport District students must be kept in a clean condition suitable for transporting students at all times. All vehicles used to transport District students must be swept daily.
- G. Contractor will provide heated facilities for storing vehicles at a temperature that is above freezing (32 degrees Fahrenheit). Heating equipment must be properly functioning in buses at all times. Contractor may not store any vehicle used to transport students in an environment that is not heated without the District's prior written approval.
- H. If Contractor is operating six (6) to eleven (11) buses to serve the District, Contractor must have at least one (1) spare bus of not less than a sixty (60) passenger capacity. If Contractor is operating eleven (11) to twenty (20) buses to serve the District, Contractor must have at least two (2) spare buses of not less than a sixty (60) passenger capacity. Contractor must have at least three (3) spare buses of not less than a sixty (60) passenger capacity when operating twenty (20) or more buses to serve the District.
- I. Contractor must develop and implement a system consistent with industry best practices for responding to road failures or bus breakdowns while providing transportation service, which must include sufficient personnel and equipment to promptly restore service as soon as possible in the event of a breakdown or road

failure.

- J. Contractor must operate a single dispatching center, at a site to be chosen by Contractor. The dispatching center must be available by telephone at all times during the actual operation of buses, and must have reasonable operating hours to provide satisfactory customer service to the District and the families of students who utilize District transportation. All buses assigned to a regular route must be radio equipped on a narrow band frequency.

VII. MANAGING STUDENT BEHAVIOR

- A. The ultimate responsibility and authority to discipline any student for behavior on the bus will rest with the District. Contractor's drivers will be responsible for managing student behavior only to the extent required to safely and properly operate Contractor's buses. Each driver will handle all student behavior matters strictly in accordance with District policy.
- B. In no case will a driver eject a student from the bus without the District's prior written approval. A driver must report all student behavior problems to the District's designee, in writing, following completion of a route using the District's established reporting procedure. Procedures for addressing student behavior on buses will be established by the District in its sole discretion.
- C. Vandalism or damage to Contractor's equipment or facilities shall be the sole responsibility of Contractor. The District shall give Contractor reasonable assistance in obtaining restitution for damaged equipment or facilities. Contractor may refuse to provide a student with transportation services until vandalism damage caused by a student is paid in full, with prior written permission from the District.

VIII. RECORDKEEPING AND REPORTING

- A. Contractor must provide those reports and records, which may be reasonably requested by District and necessary for proper payment, for evaluation of Contractor's performance or for state and District reporting hereunder. Reports and records may include, but are not limited, to bus inspection and maintenance records; accident reports; road failure reports; student behavior reports; monthly or yearly mileage, hour or route reports; bus ridership reports; driver qualification records; and fuel purchasing records. Contractor must supply all information necessary for the District to claim state aids for transportation from the Minnesota Department of Education and/or to be file reports required by the Minnesota Department of Education as it relates to the transportation of students.

IX. CONTRACT RATES AND PAYMENT

- A. Contractor will be compensated for its services as provided in the attached Exhibit A.
- B. Contractor will be solely responsible for purchasing the fuel necessary to provide services pursuant to this Agreement. When the price of fuel, including all taxes, exceeds the amounts stated below, Contractor will bill the District for fuel costs the difference between Contractor's actual fuel costs and the amounts stated below. Contractor's invoice must include a copy of the fuel invoice showing the cost it paid for fuel, the date of purchase, and the amount and type of fuel purchased. Only fuel used for the transportation of students may be billed to the District

pursuant to this escalator provision. This Paragraph will apply when the cost of fuel exceeds the following amounts:

	<u>2024-2025</u>	<u>2025-2026</u>
Gasoline:	\$4.10/gallon	\$4.10/gallon
Diesel:	\$4.10/gallon	\$4.10/gallon
Propane:	\$3.00/gallon	\$3.00/gallon

- C. All billing by Contractor must be submitted to the District within fifteen (15) days of the end of the month in which services were rendered or payment will not be made by the District. For instance, the last date Contractor may bill the District for transportation services in the month of October will be November 15.
- D. The District will pay Contractor on or about the 5th working day of each month if Contractor submits an invoice by the end of the business day of the 1st working day of the month. If an invoice is not received by the 1st working day of the month, the invoice will be included in the regular claims submitted to the School Board at the next available regular School Board meeting. The District will process payment the next business day following the regular Board meeting.

X. PENALTIES AND TERMINATION

- A. The District reserves the right to withhold payment if Contractor is not providing services to the satisfaction of the District.
- B. The District may terminate this Agreement at any time with one (1) months' written notice if any of the following events occur:
 - 1. Contractor fails to comply with any of the terms or conditions of the Agreement and fails to cure its non-compliance within thirty (30) days after the District provides written notification of Contractor's non-compliance; or
 - 2. The District, in its sole discretion, determines that Contractor is in any way unfit, unqualified, or unable to perform all of the transportation needs of the District under this Agreement.

XI. MISCELLANEOUS

- A. For regular special needs transportation routes, Contractor will provide at least one bus aide per bus. The aide will be an employee of Contractor, and must be trained as provided in Paragraph D.3. above and pass a criminal background check consistent with the minimum requirements the District must use when hiring its own employees. The provisions of Paragraph D.5. above will apply to bus aides.
- B. The District and Contractor will work together to develop a program of ensuring that students are aware of the rules and regulations of school bus ridership and for conducting evaluation drills. Student training sessions and evacuation drills will be held during the year at locations and times identified by the District.
- C. Contractors must comply at all times with applicable provisions of State and Federal laws and regulations relating to student transportation. Contractor must also comply with the School District's adopted transportation policies and regulations.
- D. The District strictly adheres to Minnesota Statutes section 181.59, which prohibits discrimination on account of race, creed, or color in the performance of any work required under a contract. Contractor must not unlawfully discriminate against any

employee or applicant for employment because of race, color, creed, religion, gender, national origin, sexual orientation, disability, age, marital status, public assistance, or any other legally protected class status. To the extent permitted by law, Contractor will take affirmative action to ensure that applicants are employed and that employees are treated equally during employment, without unlawful discrimination because of their race, color, creed, religion, gender, national origin, disability, age, marital status, sexual orientation, public assistance status, or other protected class status. Contractor shall also comply with any applicable federal or state laws regarding nondiscrimination.

- E. In the event of act(s) of God, fire, riot, war, picketing, civil commotion, strikes, labor disputes, lack of fuel, health pandemic, Federal, State, or local government order preventing the District from engaging in in-person instruction, or any other condition closing down the school except for closures based on inclement weather or impassibility of roads, the District may, at its sole discretion, excuse Contractor from performance of the transportation services it determines are no longer necessary and/or terminate the contract, or shall have the right to assume the operation of such buses, with District employees or other persons as the District may deem appropriate. In the event that the District determines that some or all of Contractor's transportation services are not necessary due to a condition outlined in this Paragraph, Contractor shall be compensated only for transportation services the District determines are necessary and are actually provided by the Contractor.
- F. In the event any party asserts that a provision of this Agreement is ambiguous, this Agreement must be construed to have been drafted equally by the parties.
- G. This Agreement is governed by the laws of the State of Minnesota. The parties agree that the Minnesota state and federal courts will have exclusive jurisdiction over any dispute arising out of this Agreement. If a court determines that any part of this Agreement is unlawful or unenforceable, the remaining portions of the Agreement will remain in full force and effect.
- H. This Agreement constitutes the entire agreement between the parties relating to the transportation services Contractor will provide the District. No party has relied upon any statements, promises, or representations that are not stated in this Agreement. No changes to this Agreement are valid unless they are in writing and signed by all parties. A copy of this Agreement has the same legal effect as the original.

EXHIBIT A - CONTRACT RATES

Contractor Area: the geographical sector of the School District, generally north/northeast of Detroit Lakes, as served presently by regular route #'s 1-9, 14-15, 17, and 98 (13 regular routes) and the special needs transportation routing served by route #'s 10, 12, 16, 19, and 20. In the event the district redefines the current designated transportation area served by the contractor, the district and contractor would meet and discuss the renegotiation of the rates for the routes that were changed due to redefining the transportation area.

Route #	2024-25 Rates Per Month	2025-26 Rates Per Month
1	\$10,862	\$11,405
2	\$8,492	\$8,916
3	\$7,491	\$7,866
4	\$8,948	\$9,395
5	\$7,507	\$7,880
6	\$7,122	\$7,458
7	\$9,636	\$10,118
8	\$6,683	\$7,017
9	\$8,690	\$9,124
10	\$18,675	\$19,612
12	\$18,675	\$19,612
14	\$9,432	\$9,904
15	\$11,379	\$11,948
16	\$18,675	\$19,612
17	\$9,449	\$9,921
19	\$12,450	\$13,075
20	\$12,450	\$13,075
98	\$4,251	\$4,463
Extra-Curricular Trip Rates	2024-25 School Year	2025-26 School Year
Extra-Curricular (outside city limits)	\$2.95/mile + \$37.00/hour or \$105.00/hour	\$3.00/mile + \$39.00/hour or \$115.00/hour
In District	\$105.00/hour	\$115.00/hour
Special Education	2024-25 School Year	2025-26 School Year
SPED Extra Trips	\$105.00/Hour	\$115.00/Hour
SPED Summer School	\$131.25/Student (Daily Rate)	\$138.00/Student (Daily Rate)

IN WITNESS WHEREOF we have hereunto set our hands and seals this

_____ day of _____, 2024.

Chairman

Clerk

Treasurer

Executed pursuant to resolution of School Board

Contractor

DATE: February 20, 2024

TO: Mark Jenson, Superintendent and Board of Education

FROM: Jason Kuehn, Director of Finance and Operations

SUBJECT: **2024-26 Pupil Transportation Contract with Schultz
Garage and Bus Company**

The Transportation Committee sought proposals for Pupil Transportation Services for the 2024-25 and 2025-26 school years. Attached is a contract with with Schultz Garage and Bus Company to continue services with the district for 13 existing routes. The contract term would begin on July 1, 2024 and end on June 30, 2026. The contract reflects an overall increase of 18% over the two years of the contract.

District Administration and the Transportation Committee recommend approval of the contract.

SCHOOL BUS TRANSPORTATION CONTRACT

**Independent School District #22
and
Schultz Garage & Bus Company, Inc.**

2024-2026

THIS AGREEMENT made and entered this 1st day of July, 2024 by and between Independent School District No. 22 of Becker County, Minnesota, hereinafter referred to as "School District", and Schultz Garage & Bus Company, Inc. of Detroit Lakes, Minnesota, hereinafter referred to as "Contractor".

For the consideration herein expressed, Contractor agrees with the School District:

I. CONTRACT DURATION AND GENERAL CONDITIONS

- A. Contractor will transport public and non-public school pupils, as designated by the School Board, over school bus routes numbered **21-32**, or as otherwise specified by the School Board, and to transport students to and from extra-curricular activities or events between schools/sites as specified or requested by the School District.
- B. Unless specifically noted on the attached Exhibit A, Contractor understands and agrees that it does not have an exclusive right to provide transportation services to the District. The District may elect to meet its transportation needs through any combination of contracted services and utilizing its own staff and vehicles.
- C. The term of the contract will be for a period of two school years, commencing on July 1, 2024 and ending on June 30, 2026.
- D. Contractor will provide the District with a current vehicle roster at intervals requested by the District that includes the bus number, year model, chassis make, body make, capacity, and bus mileage for all vehicles used to transport students.
- E. Should the schools of the District be closed for any reason whatsoever, the District will not be responsible for any payments to Contractor during the period of such closing.
- F. Contractor shall not assign or sublet this Agreement or any part of this Agreement without the prior written consent of the District.

II. INSURANCE AND ACCIDENT REPORTING

- A. Contractor agrees at its sole expense to procure and keep in force during the entire period of this Agreement automobile, general, and umbrella liability insurance coverage covering all operations, locations, vehicles, and employees used in the performance of this Agreement. The District shall be named as an additional insured under these policies. Such insurance must specifically include a provision

to defend, indemnify, and hold harmless the District. The minimum required limits of insurance are as follows:

1. \$1,000,000 single limit for bodily injury and property damage liability;
 2. \$20,000 medical and \$20,000 work loss no-fault insurance coverage;
 3. Minimum required coverage for uninsured motorist;
 4. \$2,000,000 umbrella liability; and
 5. Workers' Compensation at statutory limits.
- B. Contractor will provide the District with copies of its insurance certificates prior to commencement of service, and annually thereafter no later than July 1. Failure to maintain required insurance at all times will be considered a material default under this Agreement and will entitle the District to immediately terminate this Agreement without further liability. The insurance company utilized by Contractor must have a minimum A.M. Best Rating of A and be licensed to do business in the State of Minnesota. Insurance certificates provided by Contractor must clearly show the District named as an additional insured, and it must further provide that the policy shall not be canceled, nonrenewed, or materially changed so as to effect the insurance described until sixty (60) days' notice of such action has been delivered to the District.
- C. In the event of an accident, a verbal report shall be made immediately to the District. A written accident report disclosing all information relating to the accident and any other possible pertinent information requested by the District will be submitted to the District as soon as possible and by no later than two working days of the accident.

III. INDEMNIFICATION

- A. Contractor will defend, indemnify, and hold the District, its School Board, officers, employees, agents, insurers, and attorneys harmless from and against any and all claims, demands, claims, causes of action, or liabilities which may be made by any person, firm or corporation, or other entity arising in any way out of this Agreement or the transportation services provided by Contractor or its employees, agents, independent contractors, or subcontractors or because of any act or omission, negligence, or misconduct of Contractor or its employees, agents, independent contractors, or subcontractors. Contractor's obligations under this Paragraph will not extend to any claim or demand that solely arises from or is caused solely by the gross negligence or willful conduct of the District, its employees, or agents.
- B. To the extent permitted by law, the District will defend, indemnify, and hold Contractor, its officers, employees, agents, successors and assigns harmless from and against any and all claims, demands, claims, causes of action, or liabilities solely arising from or solely caused by the gross negligence or willful conduct of the District, its employees, or agents.

IV. BUS DRIVERS

- A. Contractor must employ a sufficient number of qualified drivers and support personnel to provide the District of continuous and reliable service at all times

during the term of this Agreement. Contractor will provide qualified drivers, trained and licensed in accordance with the laws of Minnesota and the rules and regulations of District. Contractor's bus drivers and other staff providing services pursuant to this Agreement will not be considered employees of the School District for any purpose. Contractor will be solely responsible for hiring, disciplining, and discharging its bus drivers and other staff.

B. Contractor agrees that each driver will:

1. Possess a valid license issued by this State authorizing such person to operate a school bus.
2. Be certified by a duly licensed medical practitioner as medically qualified and free of medical or physical conditions, which, absent reasonable accommodation, would limit safe operation of a school bus. The physical examination shall be conducted in accordance with applicable law prior to employment and periodically thereafter as required by law.
3. Successfully complete a course of training, including instruction in school bus safety, student discipline, human relations, behind-the-wheel school bus driving instruction, defensive driving, first aid, use of fire extinguisher, traffic laws, and applicable District policies and regulations.
4. Possess a satisfactory driving record and criminal history record, after review of such records prior to employment and periodically thereafter to the extent permitted or available by law. At a minimum, Contractor's procedures for criminal background checks must be consistent with the requirements for the District's own employees set forth in Minnesota Statutes section 123B.03.
5. Prior to employment and from time to time thereafter, to the extent permitted by law, undergo such tests as may reveal, within a reasonable degree of medical or scientific certainty, the presence or absence of drugs or controlled substances in the body. Negative findings for such tests shall be a condition of employment to the extent permitted by law.
6. Satisfy all applicable requirements of State and Federal regulators in rendering transportation services regulated by such agencies.
7. Meet any other criteria required by State or Federal law, or by District's policies, rules, or regulations.
8. Contractor will provide the District with sufficient documentation to verify that all drivers have satisfied the requirements above before they begin providing services pursuant to this Agreement and at other times requested by the District. The District will have access to any and all driver records upon request.

C. Contractor will hold each driver responsible for:

1. Supervising the loading and unloading of his or her bus at every pick-up and delivery point.
2. Keeping informed of all rules and regulations affecting the operation of school buses and standards of conduct.
3. Complying with all federal, state and local traffic laws while operating buses.
4. Carrying appropriate identification at all times while on duty.

5. Carrying a time piece while on duty so that the driver can maintain established schedule times.
- D. Contractor shall maintain an orientation and instruction program that drivers must complete before they are allowed to drive while students are on board, which must be sufficient to ensure a driver is able to safely operate the type of school bus the driver will be driving, and must include training on:
 1. Emergency procedures.
 2. Student and behavior management procedures approved by the District, including issues relating to students with disabilities.
 3. Relevant laws, rules of the road, and local school bus safety policies.
 4. Student loading and unloading procedures.
 - E. As part of its training program, Contractor will require all bus drivers to attend at least one county or regional school bus driver's instruction workshop per year, which may be used to satisfy some of the subject-matter requirements set forth above.
 - F. Contractor must take reasonable steps to prevent its employees from exposing any student to impropriety of word or conduct. Contractor will not permit its drivers to smoke on the bus nor to drink any intoxicating beverage or be under the influence of drugs or alcohol while operating any bus. Contractor shall have appropriate processes to monitor and prevent the use of prescription and non-prescription drugs that impair the safe operation of the bus, which must include a drug and alcohol testing program to be conducted in accordance with applicable state and federal law.
 - G. Contractor is responsible for hiring and discharging personnel employed by Contractor to perform its obligations under this Agreement; provided, however, that District shall have the right to require Contractor to remove from service under this Agreement any employee who, in District's sole discretion, is deemed unsuitable for the performance of transportation services for District; and provided further that District shall make such request in writing and state the reasons therefore.

V. ESTABLISHMENT OF ROUTES

- A. Contractor will assist the School District in the establishment of bus stops, routes, and route schedules in accordance with the parameters set forth in School Board Policy 709. Consistent with Minnesota Statutes section 123B.88, subdivision 1, the School District reserves the right to make final decisions on the establishment of bus stops, routes, and route schedules in its sole discretion and as needed in order to best meet its student transportation needs.
- B. Routes must be established in a manner that prevents students from being on a bus for an unreasonable amount of time. All routes and mileage must be approved in writing by the District's Transportation Supervisor or designee.
- C. The District strives to ensure that individual students do not ride the bus for more than one (1) hour when traveling to or from school unless unusual circumstances require a longer bus ride.

- D. The District reserves the right to make such changes in bus routes and schedules that are necessary to ensure the most cost-effective and efficient transportation services. The District will provide at least ten (10) days' written notice to Contractor in the event it exercises its right to change or alter bus routes or schedules. Contractor shall not be entitled to additional compensation in the event of a change to a bus route or schedule, and will not be compensated for any routes that are not actually run in the event the District decides to eliminate one or more routes.
- E. Upon the District's request, Contractor will provide all data in its possession regarding the District's bus routes, bus stops, bus schedules, and route mileage. The parties agree that such data is maintained for the benefit of serving the District and its students and may not be withheld by Contractor on the basis that it is proprietary or for any other reason.
- F. Contractor and the School District will work collaboratively to determine bus stop locations. All students will be picked up on public roads in a safe location provided the road is in suitable condition for bussing and there are adequate turn-around areas when needed. Bus stop locations will be determined in accordance with School Board Policy 707 and as directed by the District's Transportation Supervisor.
- G. Contractor is strictly prohibited from allowing transportation on school buses to passengers other than students attending the public schools, those attending non-public schools, or those authorized by Minnesota law and District policy. The District's Transportation Supervisor will approve who may ride buses and will determine eligibility requirements as provided by Minnesota law and District policy.
- H. The District may run a mock disaster drill each year. Contractor and the District will collaborate to conduct the drills in the most efficient manner. Contractor will assist the District in conducting one mock disaster drill each year at no additional cost to the District.
- I. By August 15 of each year, Contractor will provide the District with a preliminary list of the following information for each student receiving transportation from the District:
1. Pick up and drop off time
 2. Bus stop location
 3. Bus number
 4. Regular, Hazardous, or Non-Public Transportation Classification
- J. This information must include any transfers. Contractor must provide the District with a final list containing the information above by September 30 each year. Contractor must submit its preliminary and final lists pursuant to this Paragraph in the manner and format specified by the District.

VI. VEHICLE REQUIREMENTS AND REPLACEMENT SCHEDULE

- A. All Type C and D vehicles operated by Contractor will be subject to the following replacement schedule:
1. Gas conventional (Type C): 10 years or 150,000 miles
 2. Gas transit (Type D): 10 years or 150,000 miles

- | | |
|----------------------------------|---------------------------|
| 3. Diesel conventional (Type C): | 12 years or 200,000 miles |
| 4. Diesel transit (Type D): | 12 years or 200,000 miles |

- B. Type A school buses will be replaced on the same schedule as Type C buses. No buses older than 12 years will be used on a regular route and no buses older than 15 years will be used as a spare. Upon Contractor's request, the District may approve, in writing, exceptions to this general replacement schedule on an individual bus basis upon consideration of factors such as the mileage, age, and overall condition of the vehicle if the vehicle may continue to safely and reliably transport students. Exceptions will be approved in the District's sole discretion. All vehicles used by Contractor must pass an annual fall inspection by the District's Transportation Supervisor and are subject to all required inspections by the Minnesota State Highway Patrol. Used buses to be utilized by Contractor for the 2024-2025 school year must be inspected by the Highway Patrol on or before August 23, 2024.
- C. The District reserves the right to require Contractor to replace any bus during the term of this Agreement if the District reasonably determines that the bus is not in a condition to safely and reliably transport students. Upon request, Contractor will provide documentation of a vehicle's mileage, route and assignment history, inspection records, and maintenance history.
- D. All buses utilized by Contractor must be equipped as provided by law. In addition, all buses must be equipped with video surveillance equipment, which will include at least three interior cameras. Contractor will provide video footage from a bus to the District as soon as possible, which generally will be considered to be within twenty-four (24) hours unless circumstances legitimately require a longer response time.
- E. All buses must be identified and numbered as a school bus pursuant to applicable State and District requirements. If Contractor uses a bus for passenger transportation that does not involve student transportation services provided pursuant to this Agreement, Contractor must cover up numbering and school bus identification used for District transportation.
- F. Contractor must service all vehicles at regular intervals pursuant to manufacturer recommendations. Both the interior and exterior of all vehicles used to transport District students must be kept in a clean condition suitable for transporting students at all times. All vehicles used to transport District students must be swept daily.
- G. Contractor will provide heated facilities for storing vehicles at a temperature that is above freezing (32 degrees Fahrenheit). Heating equipment must be properly functioning in buses at all times. Contractor may not store any vehicle used to transport students in an environment that is not heated without the District's prior written approval.
- H. If Contractor is operating six (6) to eleven (11) buses to serve the District, Contractor must have at least one (1) spare bus of not less than a sixty (60) passenger capacity. If Contractor is operating eleven (11) to twenty (20) buses to serve the District, Contractor must have at least two (2) spare buses of not less than a sixty (60) passenger capacity. Contractor must have at least three (3) spare buses of not less than a sixty (60) passenger capacity when operating twenty (20) or more buses to serve the District.
- I. Contractor must develop and implement a system consistent with industry best practices for responding to road failures or bus breakdowns while providing transportation service, which must include sufficient personnel and equipment to promptly restore service as soon as possible in the event of a breakdown or road

failure.

- J. Contractor must operate a single dispatching center, at a site to be chosen by Contractor. The dispatching center must be available by telephone at all times during the actual operation of buses, and must have reasonable operating hours to provide satisfactory customer service to the District and the families of students who utilize District transportation. All buses assigned to a regular route must be radio equipped on a narrow band frequency.

VII. MANAGING STUDENT BEHAVIOR

- A. The ultimate responsibility and authority to discipline any student for behavior on the bus will rest with the District. Contractor's drivers will be responsible for managing student behavior only to the extent required to safely and properly operate Contractor's buses. Each driver will handle all student behavior matters strictly in accordance with District policy.
- B. In no case will a driver eject a student from the bus without the District's prior written approval. A driver must report all student behavior problems to the District's designee, in writing, following completion of a route using the District's established reporting procedure. Procedures for addressing student behavior on buses will be established by the District in its sole discretion.
- C. Vandalism or damage to Contractor's equipment or facilities shall be the sole responsibility of Contractor. The District shall give Contractor reasonable assistance in obtaining restitution for damaged equipment or facilities. Contractor may refuse to provide a student with transportation services until vandalism damage caused by a student is paid in full, with prior written permission from the District.

VIII. RECORDKEEPING AND REPORTING

- A. Contractor must provide those reports and records, which may be reasonably requested by District and necessary for proper payment, for evaluation of Contractor's performance or for state and District reporting hereunder. Reports and records may include, but are not limited, to bus inspection and maintenance records; accident reports; road failure reports; student behavior reports; monthly or yearly mileage, hour or route reports; bus ridership reports; driver qualification records; and fuel purchasing records. Contractor must supply all information necessary for the District to claim state aids for transportation from the Minnesota Department of Education and/or to be file reports required by the Minnesota Department of Education as it relates to the transportation of students.

IX. CONTRACT RATES AND PAYMENT

- A. Contractor will be compensated for its services as provided in the attached Exhibit A.
- B. Contractor will be solely responsible for purchasing the fuel necessary to provide services pursuant to this Agreement. When the price of fuel, including all taxes, exceeds the amounts stated below, Contractor will bill the District for fuel costs the difference between Contractor's actual fuel costs and the amounts stated below. Contractor's invoice must include a copy of the fuel invoice showing the cost it paid for fuel, the date of purchase, and the amount and type of fuel purchased. Only fuel used for the transportation of students may be billed to the District

pursuant to this escalator provision. This Paragraph will apply when the cost of fuel exceeds the following amounts:

	<u>2024-2025</u>	<u>2025-2026</u>
Gasoline:	\$4.10/gallon	\$4.10/gallon
Diesel:	\$4.10/gallon	\$4.10/gallon
Propane:	\$3.00/gallon	\$3.00/gallon

- C. All billing by Contractor must be submitted to the District within fifteen (15) days of the end of the month in which services were rendered or payment will not be made by the District. For instance, the last date Contractor may bill the District for transportation services in the month of October will be November 15.
- D. The District will pay Contractor on or about the 5th working day of each month if Contractor submits an invoice by the end of the business day of the 1st working day of the month. If an invoice is not received by the 1st working day of the month, the invoice will be included in the regular claims submitted to the School Board at the next available regular School Board meeting. The District will process payment the next business day following the regular Board meeting.

X. PENALTIES AND TERMINATION

- A. The District reserves the right to withhold payment if Contractor is not providing services to the satisfaction of the District.
- B. The District may terminate this Agreement at any time with one (1) months' written notice if any of the following events occur:
 - 1. Contractor fails to comply with any of the terms or conditions of the Agreement and fails to cure its non-compliance within thirty (30) days after the District provides written notification of Contractor's non-compliance; or
 - 2. The District, in its sole discretion, determines that Contractor is in any way unfit, unqualified, or unable to perform all of the transportation needs of the District under this Agreement.

XI. MISCELLANEOUS

- A. For regular special needs transportation routes, Contractor will provide at least one bus aide per bus. The aide will be an employee of Contractor, and must be trained as provided in Paragraph D.3. above and pass a criminal background check consistent with the minimum requirements the District must use when hiring its own employees. The provisions of Paragraph D.5. above will apply to bus aides.
- B. The District and Contractor will work together to develop a program of ensuring that students are aware of the rules and regulations of school bus ridership and for conducting evaluation drills. Student training sessions and evacuation drills will be held during the year at locations and times identified by the District.
- C. Contractors must comply at all times with applicable provisions of State and Federal laws and regulations relating to student transportation. Contractor must also comply with the School District's adopted transportation policies and regulations.
- D. The District strictly adheres to Minnesota Statutes section 181.59, which prohibits discrimination on account of race, creed, or color in the performance of any work required under a contract. Contractor must not unlawfully discriminate against any

employee or applicant for employment because of race, color, creed, religion, gender, national origin, sexual orientation, disability, age, marital status, public assistance, or any other legally protected class status. To the extent permitted by law, Contractor will take affirmative action to ensure that applicants are employed and that employees are treated equally during employment, without unlawful discrimination because of their race, color, creed, religion, gender, national origin, disability, age, marital status, sexual orientation, public assistance status, or other protected class status. Contractor shall also comply with any applicable federal or state laws regarding nondiscrimination.

- E. In the event of act(s) of God, fire, riot, war, picketing, civil commotion, strikes, labor disputes, lack of fuel, health pandemic, Federal, State, or local government order preventing the District from engaging in in-person instruction, or any other condition closing down the school except for closures based on inclement weather or impassibility of roads, the District may, at its sole discretion, excuse Contractor from performance of the transportation services it determines are no longer necessary and/or terminate the contract, or shall have the right to assume the operation of such buses, with District employees or other persons as the District may deem appropriate. In the event that the District determines that some or all of Contractor's transportation services are not necessary due to a condition outlined in this Paragraph, Contractor shall be compensated only for transportation services the District determines are necessary and are actually provided by the Contractor.
- F. In the event any party asserts that a provision of this Agreement is ambiguous, this Agreement must be construed to have been drafted equally by the parties.
- G. This Agreement is governed by the laws of the State of Minnesota. The parties agree that the Minnesota state and federal courts will have exclusive jurisdiction over any dispute arising out of this Agreement. If a court determines that any part of this Agreement is unlawful or unenforceable, the remaining portions of the Agreement will remain in full force and effect.
- H. This Agreement constitutes the entire agreement between the parties relating to the transportation services Contractor will provide the District. No party has relied upon any statements, promises, or representations that are not stated in this Agreement. No changes to this Agreement are valid unless they are in writing and signed by all parties. A copy of this Agreement has the same legal effect as the original.

EXHIBIT A - CONTRACT RATES

43. **Rates:**

Contractor Area: the geographical sector of the School District, generally north/northeast of Detroit Lakes, as served presently by regular routes #'s **21-32** bus routes (12 bus routes). In the event the district redefines the current designated transportation area served by the contractor, the district and contractor would meet and discuss the renegotiation of the rates for the routes that were changed due to redefining the transportation area.

Route #	2024-25 Rates Per Month	2025-26 Rates Per Month
21	\$9,868	\$10,164
22	\$9,634	\$9,923
23	\$9,401	\$9,683
24	\$9,634	\$9,923
25	\$9,634	\$9,923
26	\$9,634	\$9,923
27	\$9,634	\$9,923
28	\$10,568	\$10,885
29	\$11,035	\$11,366
30	\$10,335	\$10,645
31	\$9,868	\$10,164
32	\$10,102	\$10,405
Extra-Curricular Trip Rates	2024-25 School Year	2025-26 School Year
Extra-Curricular (inside and outside city limits)	\$3.10/mile + \$26.45/hour	\$3.20/mile + \$27.25/hour
All Extra Trips will include a \$86.25 bus charge for 2024-25 school year and \$89.00 bus charge for 2025-26 school year		

IN WITNESS WHEREOF we have hereunto set our hands and seals this

_____ day of _____, 2024.

Chairman

Clerk

Treasurer

Executed pursuant to resolution of School Board

Contractor

Central Lakes Conference			
School	MSHSL Enrollment		
*Alexandria Area High School	1168		
Brainerd High School	1582		
Detroit Lakes	737		
*Fergus Falls High School	594		
*Rocori High School	797		
Sartell High School	1238		
Sauk Rapids - Rice High School	1197		
*St. Cloud Apollo High School	895		
*St. Cloud Tech High School	1109		
*Willmar High School	917		
Current Conference/Activities Sports Offered			
DLHS Sports Offered	Volleyball, Cross Country, Soccer, Wrestling, Basketball, Nordic Ski, Alpine Ski, Swimming, Gymnastics, Hockey, Dance, Track, Baseball, Softball, Golf, Tennis, Speech, Music		18
CLC Sports Offered	Volleyball, Cross Country, Soccer, Wrestling, Basketball, Nordic Ski, Swimming, Gymnastics, Hockey, Dance, Track, Baseball, Softball, Golf, Tennis, Speech, Music		17
Performer of the week each sport, Sportsmanship Team Each sport			

2023-24

High Performing School Area: **High levels of collaboration and communication happen in our school.**

GOAL #1: During the 2023-24 school year, 80% of Roosevelt staff will increase collaboration and communicative efforts among one another through PLC* discussions, MTSS meetings and during professional development opportunities.**

Fall 2023 Feedback: 77.2% agree; 22.7% disagree

Collaboration and communicative effort/opportunities have increased with the successful implementation of the following scheduled meetings (dates and agenda examples below):

- **MTSS Grade Level Meetings**
- **MTSS Rvt Leadership Team Meetings**
- **MTSS District Meetings**
- **PLC discussions**
- **Interventionist check ins during grade-level PLC meetings**
- **Student Intervention Team (SIT) meetings**
- **Bi-weekly attendance meetings**
- **Attendance Meetings: Ed Neglect (layers of support)**
- **Grade-level MTSS meetings**
- **Building MTSS Leadership meetings**

See examples here:

STAR Windows 2023-24	
Sept 11--20	
Nov 6-15	
Jan 8-17	
Mar 4-13	
May 1-15	

Grade-level MTSS Mtg: Discussion/ STAR Result Grouping	
Sept 22	
Nov 17	
Jan 19	
Mar 15	
Yr end wrap-up: May 17	

Building MTSS Leadership Team mtg	
Sept 26	
Nov 21	
Jan 23	
Mar 19	
Yr end wrap-up: May 21	

T1/Sped Interventionist Ck in mtgs	
Oct 6	Apr 5
Oct 27	Apr 19
Dec 8	
Jan 19	
Feb 2	
Feb 23	

Kindergarten - MTSS Meeting Agenda

Resources

- [Watchlist](#)
- [Behavior Support List](#)
- [K MTSS Data 23-24](#)
- [K Fall Readiness Data](#)
- [Link to Renaissance Login](#)
- [PLC Notes: BARR Small Block Spreadsheet](#)
- [SIT Notes: BARR Big Block Spreadsheet](#)
- [FINAL Longitudinal Demographics and MCA Data](#)

Meeting Date/Time: 1.22.24 11:30 - 12:00 pm

Members in Attendance:

Agenda:

- Goal of meeting:** Ensure students who need additional support are receiving it and making progress
 - Attendance
 - What do you notice about the grade level's growth and proficiency in math? In reading? What can we do to further your students' growth and proficiency? (see handouts for grade level; pull report from Renaissance for your individual classes)
 - Maintenance of s/e support - Stellher, LC groups, Sam groups and ck-ins, Mackenzie groups and ck-ins
- Update:** Intervention times: what's happening during these times within your classrooms?; instructional reports for new groups - see the explanation of how to access in screenshot below
- Data Analysis and Problem-Solving:**
 - Screener and assessment data, behavior/discipline, survey data, observations, or other data to be reviewed
 - Regroup students for math / reading interventions
- Other items for discussion:**
 - Date for 1/2 day - when?
 - Bridges scope and sequence = where are you; how are you planning

2023-24

High Performing School Area: **Our building has high levels of community and parent engagement.**

GOAL #2: During the school year of 2023-24, Roosevelt staff will assist with planning and providing three new community and parent engagement opportunities to increase families and staff's perceptions of engagement from 70.7% to 80% by May 2024.

Family and Staff Feedback: 70.7 agree; 29.3% disagree

This goal is also still in progress but the current list of completed engagement opportunities are:

- **Back-to-School Open House**
- **Fall Conferences**
- **Kindergarten Gingerbread Houses**
- **Winter Open House**
- **5th Grade Wax Museum**
- **Divisions I, II and III Spelling Bees**
- **Kindergarten Roundup (2)**
- **Music Performances (3)**
- **Seesaw**
- **Roosevelt Revelations**
- **Classroom volunteers**
- **Field trips**
- **Informational Evenings - topics identified by families: Dec 12 - Dealing with Stress and Anxiety in Elementary Students**
- **Cultural activities/opportunities guided/provided by Title 6 staff at least monthly**
- **SAIL**** - art/cultural activities**
- **Morning Meeting- Grandfather teachings**
- **Grade Level Newsletters**
- **Monday folders**

Rossman Elementary Goals 2023-24

Mid-Year Report

2023-24 Goal #1: <i>To increase parent/guardian engagement and understanding of the PBIS purpose, model, language, and expectations.</i> HPS Competency Area 1: There is a clear and shared focus in our building; Area 9: Our building has high levels of community and parent engagement			
Guiding Principles	Implementation Actions and or Activities <i>List as Many as are needed to complete goal</i>	Timeline	People Engaged
R1	<ul style="list-style-type: none"> • Communicate and share PBIS purpose, model, language, and expectations all all to improve parent/guardian connection and understanding <ul style="list-style-type: none"> ○ Send information home in Wednesday folders ○ Share information and family engagement activities in the “Rossman Report” 	Sept-May	Site Leadership and PBIS Team
			Mid-Year Report In Progress - Weekly newsletters include information, celebrations & recognition
I2	<ul style="list-style-type: none"> • Create and distribute surveys to gauge parent/guardian engagement and understanding and measure impact of action plan 	January	PBIS Team and Rossman Staff
			Mid-Year Report In Progress - Surveys will be distributed at Spring Family Conferences
D3	<ul style="list-style-type: none"> • Site Team and PBIS Team collaborate to develop systematic approach to communication and connection with families <ul style="list-style-type: none"> ○ Resource: https://www.pbis.org/tools/all-tools#family 	September-May	Site Leadership and PBIS Teams
			Mid-Year Report In Progress - Will evaluate our approach as part of survey data analysis

Rossman Elementary Goals 2023-24

E4	<ul style="list-style-type: none"> Gather feedback through surveys and conversations to refine family connection strategies and further develop PBIS practices 	Mid-Year: January 2023 End-of-Year: May 2023	Rossman staff, students, and parents
			Mid-Year Report In Progress - Family surveys will be distributed during conferences

2023-24 Goal #2: <i>To improve the attendance of all students at Rossman.</i> HPS Area 8: Our school has a supportive learning environment; Area 9: Our building has high levels of community and parent engagement			
Guiding Principles	Implementation Actions and or Activities <i>List as Many as are needed to complete goal</i>	Timeline	People Engaged
R1	<ul style="list-style-type: none"> Communicate and share information about school attendance to further parent/guardian connection and understanding <ul style="list-style-type: none"> Send information home in Wednesday folders Share information and family engagement activities in the “Rossman Report” 	Sept-May	K-5 Teachers
			Mid-Year Report In Progress - “Attendance Matters” communication in RSM Report
I2	<ul style="list-style-type: none"> Create and distribute information through various media to engage families in understanding the research, data, and impact of school attendance <ul style="list-style-type: none"> Resources: https://www.attendanceworks.org/ 	September -May	K-5 Teachers
D3	<ul style="list-style-type: none"> Distribute research and information to further equip teachers to positively promote school attendance with students and family <ul style="list-style-type: none"> Resource: https://www.attendanceworks.org/take-action/educators/teachers/ 	September-May	K-5 Teachers SST Team School Counselor

Rossman Elementary Goals 2023-24

	<ul style="list-style-type: none"> • https://www.attendanceworks.org/research/elementary-school/ • Engage students in improving overall attendance <ul style="list-style-type: none"> ○ Teach about importance of coming to school and celebrate good attendance ○ Develop attendance success plans with student input 		
E4	<ul style="list-style-type: none"> • Implement systematic, equitable methods of communication and sharing of information regarding the importance of school attendance to families 	September 2022-May 2023	K-5 Teachers
			<u>Mid-Year Report</u> In Progress - November 85% (505) of families signed/returned attendance info

Detroit Lakes Middle School

November 14, 2023

SUMMARY:

Detroit Lakes Middle School is currently in a pre-implementation planning stage and is working diligently to plan a strategic rollout of the eight structural components of the BARR System.

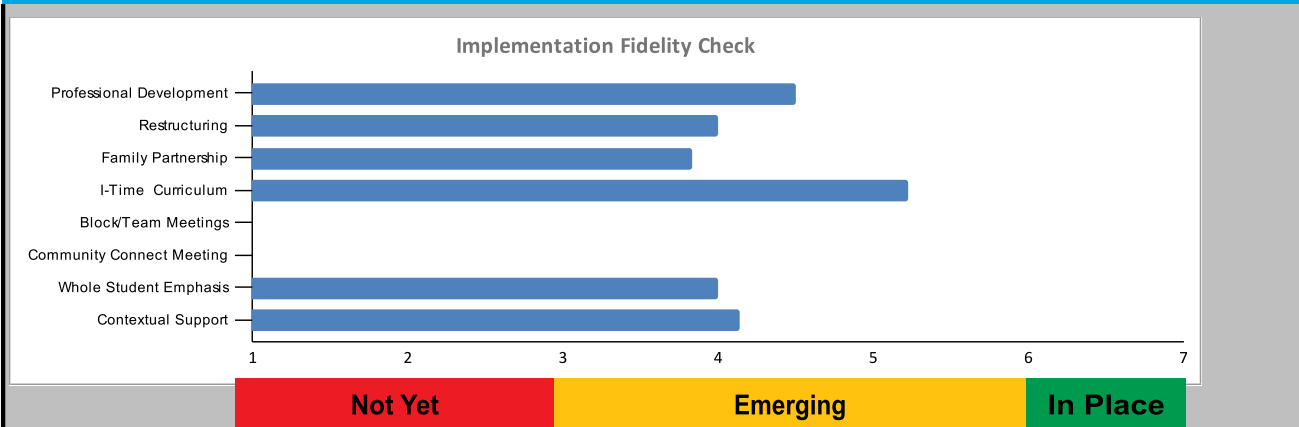
The school hosted the first day of BARR Implementation training on November 8th and the 2nd day is scheduled for January 2nd. It is being attended by teachers, as well as, the support and administrative staff from the entire school as BARR is being implemented in all six teams from Grades 6-8. The staff have already started building a strong foundation for BARR Implementation and will be providing helpful feedback and insight in the coming months that will inform the speed of the rollout over the next three years.

During this initial coaching visit, there were meetings with Teams Quest and Spirit to discuss any questions that came up during training. These discussions led to minor adjustments to the BARR Block Spreadsheets to best align with current practices and grading metrics.





Even though there has only been one day of training, one of the teachers was excited to facilitate the "Rainbow in the Clouds" I-Time during their Science classes for the Team Quest students. The teacher did a phenomenal job of establishing House Rules, sharing the purpose of the lesson, and building relationships with each of the students in the classroom. The rainbows from each class period were visible around the room and the students are very excited to see the collective rainbow that the teacher is planning to build from all of the post-it notes that will include every single student in their cohort. It was truly inspiring to see the excitement of both the teacher and students during the 1st ever I-Time at the school!

Overall, Detroit Lakes Middle School is ready to take the next step in its implementation of the BARR system to better support the school community.

The following is a graphic snapshot of implementation progress and some suggestions for key areas of focus in the 8 BARR strategies, with the **bolded** suggestions being the priority.



KEY AREAS OF FOCUS		WHO IS RESPONSIBLE	WHO IS INVOLVED
	Professional Development		
<input type="checkbox"/>	Ensure all BARR staff attend the 2nd day of BARR Implementation training on January 2nd.		
<input type="checkbox"/>	Access your BARR Coach for implementation assistance via email and phone as often as needed.		
<input type="checkbox"/>	Attend BARR Professional Learning Community Webinars/Calls offered monthly. If coordinator is unable to join, consider having the AP or a lead teacher attend in their place.		
	Restructuring		
<input type="checkbox"/>	Continue to discuss a plan that establishes and clearly identifies the purpose and differences between weekly Small Block, Big Block, and Community Connect meetings.		
<input type="checkbox"/>	Consider creating a plan to utilize the student and student group questionnaires throughout the year.		
<input type="checkbox"/>	Collaborate with key leaders in the building to integrate BARR strategies into the structure of your school day.		
	Family Partnership		

<input type="checkbox"/>	Consider ways to share information with families about BARR and the work being done in the school to support students.		
<input type="checkbox"/>	Provide an opportunity for parents/caregivers to share information about their students. Strength-based details, insights, and/or concerns, could be shared.		
<input type="checkbox"/>	Continue to expand the ways in which Block Team teachers feasibly have more frequent positive communication with home. This could be accomplished by, for example, utilizing periodic team meetings to write positive postcards, or by challenging teachers each week to identify three students whose families receive a positive call home on Friday that week.		
	I-Time Curriculum		
<input type="checkbox"/>	Utilize the I-Time "Main Lists" available for each volume on the member portal to create a schedule of potential I-Times for the current school year. This is a really helpful tool for organizing, tracking activity completion, providing an overview of the activity, and preparation / supplies that will be needed.		
<input type="checkbox"/>	Encourage teachers to consider partnering and occasionally working on I-Times together.		
<input type="checkbox"/>	Create a system of communication across BARR staff as to when I-Times are occurring and any changes to the schedule as they arise.		
	Block/Team Meetings		
<input type="checkbox"/>	Continue to work with your coach to plan for the implementation of Small Block and Big Block to ensure that both occur.		
<input type="checkbox"/>	Consider having teachers develop a "focus five" list of students to have entered into the BARR spreadsheet prior to meeting and build out/align on interventions while together.		
	Community Connect Meetings		
<input type="checkbox"/>	Continue to work with your coach to plan for the implementation of Community Connect.		
<input type="checkbox"/>	Ensure that updates for Community Connect students are routinely shared with the Big Block team teachers.		
	Whole Student Emphasis		
<input type="checkbox"/>	Promote relationship building and trust by encouraging staff-to-staff, staff-to-student, and student-to-student connections.		
<input type="checkbox"/>	Always ground conversations about students in the positive so as to leverage those positive pieces for change and to continue to grow the picture of the student socially, emotionally, and academically.		
<input type="checkbox"/>	Encourage teachers to create opportunities to talk with individual students regarding school performance and activities away from school.		
	Contextual Support		
<input type="checkbox"/>	Confirm the process for the systematic collection of Shared Data with your BARR Coach.		
<input type="checkbox"/>	Invite the department heads and/or school/district leadership to attend upcoming trainings and/or the BARR Conference.		
<input type="checkbox"/>	Send BARR Information to PTO and/or School Board.		

Detroit Lakes Middle School

January 3, 2024

SUMMARY:

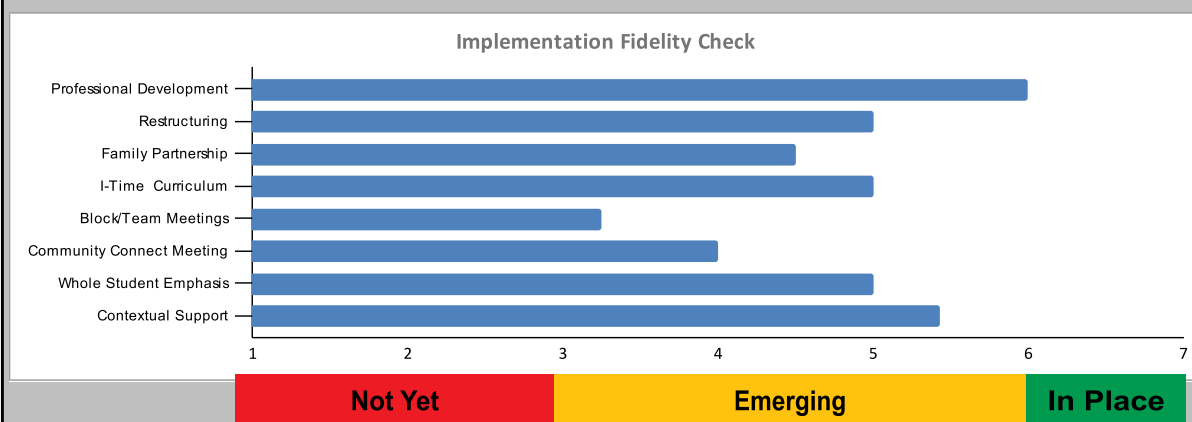
Detroit Lakes Middle School has done a masterful job breaking through its 1st year of BARR Implementation. The 6th, 7th, and 8th-grade teachers, support staff, and administrators finished training on January 2nd and immediately started brainstorming how best to start the new year with a strength-based approach. There are a total of six teams in clean cohorts for grades 6, 7, and 8, and all teams are working diligently to transition to the new BARR spreadsheets to track their students' strengths, goals, and interventions. As the staff grows accustomed to the new tracking documents, they will be continuing to conduct their previously established team meeting in a Small Block format. Biweekly Big Block meetings will occur when the principal and counselors join the team meeting to discuss Level 2 students.

Community Connect is not currently scheduled, though the attendance meeting was observed during the visit and could benefit from the use of the Community Connect spreadsheet to tie attendance concerns with the behavioral and SEL concerns discussed during other meetings throughout the month. Using a common tracking spreadsheet will ensure consistency across the meetings that will have various stakeholders depending on the student and/or concern to be discussed.

The I-Times Main Schedule has been created and rotation among departments has begun. The observed teachers have already done a spectacular job jumping in and facilitating the "Conversation Dice" I-Time with ease and high fidelity.







Detroit Lakes Middle School staff are notably committed to building relationships with each other and with the students, as evidenced during both the Implementation Training and subsequent coaching visit.

The following is a graphic snapshot of implementation progress and some suggestions for key areas of focus in the 8 BARR strategies, with the **bolded** suggestions being the priority.



KEY AREAS OF FOCUS		WHO IS RESPONSIBLE	WHO IS INVOLVED
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	Professional Development		
<input type="checkbox"/>	Access your BARR Coach for implementation assistance via email and phone as often as needed.		
<input type="checkbox"/>	Continue to meet monthly with full BARR team to review and discuss how components are implementing, review/reflect on fidelity forms, do a portion of an I-Time and/or share coaching report feedback.		
<input type="checkbox"/>	Network with other BARR Schools during the upcoming BARR Professional Learning Community (PLC) Webinars: [Coordinators] "Building School Culture through BARR": January 25 at 11:00AM CST [Administrators] "Leading School Culture through BARR": January 19 at 11:00AM CST		
	Restructuring		
<input type="checkbox"/>	Continue to refine the plan that establishes and clearly identifies the purpose and differences between weekly Small Block, Big Block, and Community Connect meetings.		
<input type="checkbox"/>	Continue to review results from the student questionnaire and use results to drive interventions, inform action plans, and plan and implement trainings guided by student needs.		
<input type="checkbox"/>	Establish a protocol to keep meetings moving forward if the coordinator has a conflict arise one day that doesn't allow them to attend.		

 Family Partnership			
<input type="checkbox"/>	Continue to give parents/caregivers to opportunity to ask questions about the BARR program and/or provide feedback for the teams.		
<input type="checkbox"/>	Work with the Block Team teachers to refine the process for frequent positive communication with home.		
<input type="checkbox"/>	Continue to ensure clear goal and process before holding parent/caregiver meetings (i.e., who will take the lead, what the goal is for the meeting, the process).		
 I-Time Curriculum			
<input type="checkbox"/>	Continue to deliver the I-Time curriculum weekly for at least 30 minutes on a rotating basis by teacher subject area.		
<input type="checkbox"/>	Have teachers review the I-Time fidelity form individually to reflect on their implementation of lessons.		
<input type="checkbox"/>	Encourage teachers to differentiate the I-Time activity to meet the diverse cultural, academic, and social-emotional needs of the participants. Differentiation should be evident to the participants.		
 Block/Team Meetings			
<input type="checkbox"/>	Use BARR spreadsheet during student reviews to help facilitate process and connect dots between root cause, goal-setting, and intervention planning.		
<input type="checkbox"/>	Reinforce that reviews begin by discussing student strengths, connections to school, or what is going well for student. Then work to uncover or establish these if not present.		
<input type="checkbox"/>	Since student reviews tend to focus on behavior issues, continue to expand considerations to additional factors as named in the BARR Factors, Goals, and Interventions document.		
 Community Connect Meetings			
<input type="checkbox"/>	Continue to work with your coach to plan for the implementation of Community Connect.		
<input type="checkbox"/>	Classify students as Active, Monitor, and As Necessary to ensure students are receiving the level of support necessary to meet their needs.		
<input type="checkbox"/>	Ensure that updates for Community Connect students are routinely shared with the Big Block team teachers.		
 Whole Student Emphasis			
<input type="checkbox"/>	Communicate that each student can succeed regardless of circumstances.		
<input type="checkbox"/>	Reinforce that teams begin with student strength and that goal is referred to for each student, even if just a quick check in.		
<input type="checkbox"/>	Create a celebration for the work that was done in the first half of the year to energize students and staff to finish strong in the second half of the year (e.g., hot chocolate for no F's/perfect attendance/no discipline, lollipops for those who improved their grades. etc.)		
 Contextual Support			
<input type="checkbox"/>	Continue to provide Shared Data with your BARR Coach.		
<input type="checkbox"/>	Invite the department heads and/or school/district leadership to attend upcoming trainings and/or the BARR Conference.		
<input type="checkbox"/>	Hold quarterly meetings with district and building administrators to assess how BARR is working.		

Detroit Lakes Middle School

February 14, 2024

SUMMARY:

Detroit Lakes Middle School continues to move forward to increased fidelity in its 1st year of BARR implementation. The teachers, support staff, and administrators are working diligently to refine the BARR program and what works best at their school.

The teams are shifting to the Block Meeting format and increasing the use of the spreadsheet to track strengths, connections to school, data, levels, and areas of concern. Ongoing discussions around leveling will help to establish a consistent process in regard to documentation and in which meeting should a student be reviewed for the greatest efficacy.

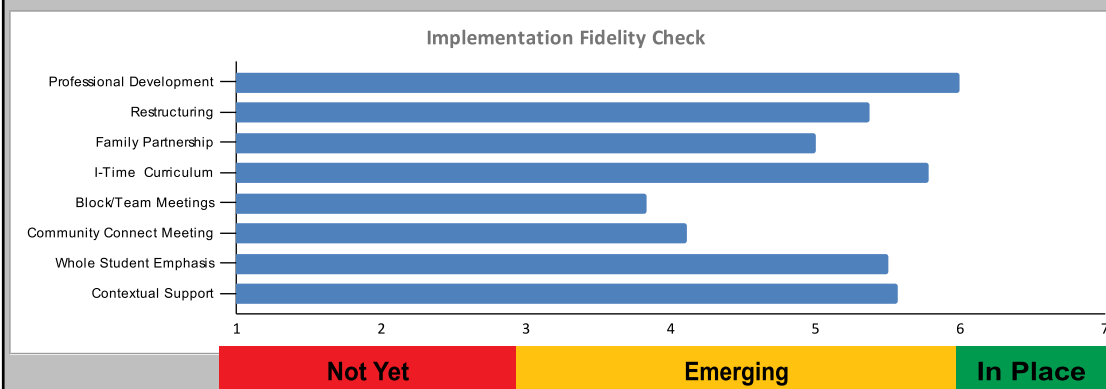
Community Connect this year will be a mix of the administrative and support staff meetings that currently have a specific focus on attendance or discipline. The team is using multiple data sources and is tracking the information in various locations. It would be beneficial to these meetings to begin documenting meeting notes on the Community Connect spreadsheet to encourage the team to start student reviews with strengths and discuss a SMART goal before they meet with the family. This will help define what success looks like and give an intentional direction for family partnership.

The I-Times rotation schedule is in place and I-Times are helping build relationships between the core teachers and students. Staff are encouraged to bring feedback and instrumental data to Block and Community Connect Meetings, especially when the "why" behind student behavior is unknown. Setting House Rules at the beginning of the lessons will also decrease social anxiety and create a safe space for the students to share.







Looking towards the closing of this year and the start of the next school year, it would be beneficial to schedule monthly BARR-staff meetings where data and resources can be shared with the large group, as well as building relationships across the school to foster a positive community.

Overall, Detroit Lakes Middle School continues to astonish with the speed at which they were able to begin BARR implementation and connect with so many of the structural components.

The following is a graphic snapshot of implementation progress and some suggestions for key areas of focus in the 8 BARR strategies, with the **bolded** suggestions being the priority.



KEY AREAS OF FOCUS		WHO IS RESPONSIBLE	WHO IS INVOLVED
	Professional Development		
<input type="checkbox"/>	Encourage principal to join quarterly Principal PLC's or to network with other BARR principals.		
<input type="checkbox"/>	Encourage each team member to share strategies that are gaining traction with students and then adopt successful strategies from those settings in other classes.		
<input type="checkbox"/>	Provide periodic inservice to support BARR staff's intervention work as part of BARR. Consider using data from the Student Questionnaire to help guide topics based on student needs.		
	Restructuring		
<input type="checkbox"/>	Continue to refine the plan that establishes and clearly identifies the purpose and differences between weekly Small Block, Big Block, and Community Connect meetings.		
<input type="checkbox"/>	Continue to review results from the student questionnaire and use results to drive interventions, inform action plans, and plan and implement trainings guided by student needs.		
<input type="checkbox"/>	Ensure the schedule for next year preserves the clean cohorting of teachers and students, and as much common meeting time for Small and Big Block meetings as possible.		

 Family Partnership		
<input type="checkbox"/>	Consider establishing and holding a Family Advisory Group meeting for BARR parents/caregivers to share feedback and encourage open dialog focused on continuous improvement.	
<input type="checkbox"/>	Hold parent orientation before or at the beginning of the school year to introduce the BARR model.	
<input type="checkbox"/>	Consider creating purposeful student celebration events and inviting families of those students who will be recognized.	
 I-Time Curriculum		
<input type="checkbox"/>	Ensure there is an introduction to the activity that reviews "house rules" on protocol and expectations for student share-outs as the topics, being discussed can be very personal. Doing so creates a safe space and a common understanding of what to expect, as well as consistency across classes.	
<input type="checkbox"/>	Place student I-Time work (as appropriate) in classrooms to refer to, reflect on, and build community.	
<input type="checkbox"/>	Remember that I-Time activities can have a different tenor than a normal lesson. It could be louder than normal, and right answers are not necessarily the goal. The process is the key.	
 Block/Team Meetings		
<input type="checkbox"/>	Continue to calibrate data entry among team members with open discussions about leveling (i.e., "How do we know when to make a student a level two?"). This will help to ensure intervention resources are aligned with level of concern.	
<input type="checkbox"/>	Create a plan to complete and then share the End of Year Transition spreadsheet with the next grade level.	
<input type="checkbox"/>	Consider assigning roles to block team members to ensure efficient and effective use of block team meeting time. Roles to assign can include: a timekeeper, a recorder (documenting updates to student goals, interventions, and progress), a task tracker (documenting who will do what by when after the meeting ends), someone in charge of prompting attendees to remain strength-based and solution-focused, and someone in charge of accessing Student Information Systems (SIS) to obtain grades, academic history, test scores, discipline records, and/or attendance data.	
 Community Connect Meetings		
<input type="checkbox"/>	Inform block teachers of work being done with the students on Community Connect While respecting confidentiality. Populate a tab of CC students on the BARR Spreadsheet.	
<input type="checkbox"/>	Use the BARR Community Connect spreadsheet to ensure that discussions and plans are being documented in each meeting.	
<input type="checkbox"/>	Ask directly about what the goal is for the student with each review and name the goal specifically. How will you know your interventions are working? What is the measure of success? (e.g., Stabilize student behavior associated with..., attend school at least 4 days a week for a month, student will learn to advocate for him/herself by asking for help or direction clarity at least once a day from a teacher, specific improvements in grades or missing work, etc.).	
 Whole Student Emphasis		
<input type="checkbox"/>	Encourage teachers and staff to take time to ask parents/caregivers for their perspectives about how their student is doing.	
<input type="checkbox"/>	Always ground conversations about students in the positive so as to leverage those positive pieces for change and to continue to grow the picture of the student socially, emotionally, and academically.	
<input type="checkbox"/>	Examine the areas where students find/connect with hope, ask "What gives you hope in life?"	
 Contextual Support		
<input type="checkbox"/>	Continue to provide Shared Data with your BARR Coach.	
<input type="checkbox"/>	Consider more ways to share information with district leadership, and/or school board on the impacts of BARR and progress of the team so they are knowledgeable of the work being done in the district to support students, teachers, and families.	
<input type="checkbox"/>	Consider using the documents and templates to share information about BARR with your parent-teacher organization(s), district staff, and/or school board. Several helpful documents can be found at BARRCenter.org using your Member Portal.	



Session 8: Person of the Year

TIME NEEDED

- 30 minutes


ASSET CATEGORIES

- Positive Values
- Social Competencies
- Positive Identity

RISK/PROTECTIVE FACTORS

- Leadership and decision-making opportunities
- Developing positive future plans

MATERIALS NEEDED

- Person of the Year handout 
- Pens or pencils, one per participant

PREPARATION NEEDED

- Print and copy the Person of the Year handout, one per participant.

Purpose

To demonstrate the need for goals and dreams

Instructions

1. Distribute the Person of the Year handout and a pen or pencil to each participant.
2. Have each person complete the handout individually.
3. Ask participants to find partners and share their answers.
4. Reconvene as a large group and ask each pair to share as many responses as time allows.
5. Discuss the following questions with the group:
 - What goals do you think the Person of the Year set to achieve success?
 - What has made this person successful? (Differing opinions will be voiced; acknowledge each person's opinion and stress there are no wrong answers.)
 - Are there differing opinions on what success is?
 - What kind of leadership has this person shown?
 - What kinds of decisions do you think this person has made to be recognized and appear on the magazine cover?

Optional Follow-Up

At various intervals during the school year, discuss individuals who appear on magazine covers.

Session 8: Person of the Year

Grades 6–8 Adaptations

- Give a sample answer for every question on the Person of the Year handout, so participants better understand how to answer the questions.
- Simplify the questions in step 5:
 - What goals do you think the Person of the Year had?
 - What do you think the person did to reach these goals? What steps did this person likely take?
 - Is this person successful? Why?

NOTES

2023-24 Goals



GOAL #1

Goal Area - (9 Areas of H.E.S.)
Prioritized by DLMS Site Council

Chosen indicator bullet(s) that will be addressed:

There is a clear and shared focus evident at Detroit Lakes Middle School.

- Amongst Students
 - Top 20 Expectations
 - Academic Expectations
- Amongst Teachers
 - Collective Efficacy
 - Accountability
 - Active PLC Participation
 - Building Level Expectations/House Rules
 - Staff Meetings
 - Common Grading Verbiage
- Building → Community
 - Continued Communications
- Principal → Teacher
 - Individual Staff Conversations
- Building Wide
 - PBIS Team (Counselors/KBiggar)
 - Monthly Student Recognition/Rewards

GOAL #2

Detroit Lakes Middle School has effective school leadership.

- Regular Staff Meeting
- Regular Site Council Meeting
 - Building Representation
- School Wide Communication
 - Timely Updates on Students
 - Behavior/Incident Follow-up
- Atmosphere of Psychological Safety
- PLC Leaders
 - Attend Trainings
 - Host regular PLC meetings
 - Data driven decision making
 - Principal Involvement



Goal Area - (9 Areas of H.E.S.) Prioritized by DLMS Site Council	Chosen indicator bullet(s) that will be addressed:
Detroit Lakes Middle School has a supportive learning environment.	<ul style="list-style-type: none">• Support diverse ways of thinking and doing<ul style="list-style-type: none">○ Culture of building, how our teams function, supportive of students
There is professional learning of staff at Detroit Lakes Middle School.	<ul style="list-style-type: none">• Provide professional development that supports PRIDE<ul style="list-style-type: none">○ Customized by building, building will identify needs.
Detroit Lakes Middle School curriculum and instruction is aligned MN Standards.	<ul style="list-style-type: none">• Renew and bring up to date all systems and practices<ul style="list-style-type: none">○ Following district documents that were created and adhering to that. Learning Targets & outcomes are posted and set to meet.

24-25

2023-24 Goal: There is a clear and shared focus evident at Detroit Lakes Middle School

- Amongst Students
 - Top 20 Expectations
 - Academic Expectations
- Amongst Teachers
 - Collective Efficacy
 - Accountability
 - Active PLC Participation
 - Building Level Expectations/House Rules
 - Staff Meetings
 - Common Grading Verbiage
- Building → Community
 - Continued Communications
- Principal → Teacher
 - Individual Staff Conversations
- Building Wide
 - PBIS Team (Counselors/Biggar)
 - Monthly Student Recognition/Rewards
 - Atmosphere of Psychological Safety

Guiding Principles	Implementation Actions and or Activities <i>List as Many as are needed to complete goal</i>	Timeline	People Engaged
Relationships	<ul style="list-style-type: none"> • Principal meets with teachers when concerns arise • Scheduled availability vs drop in 1-1 time 3:40 - ??? Availability • Regular meetings with staff, teams, PLC's • BARR small block/big block/community connect - See BARR Reports • Staff Meetings - Floating/Inservice/Wednesday after Site Council Meetings - Staff Trainings - BARR • Floating for smaller discussion items/Full staff site council follow up • PLC large group every other month • Regular conversations amongst staff and leaders • Floating staff meetings/Site Council/Small Block/Big Block • Student meetings/Full Staff after Site Council • Team/Grade Level Incentives, reward days • Laker Pride program team recognitions evident <p>Resources:</p>	Sept 2023 - May 2024	Teacher Principal Students Community
Innovation	<ul style="list-style-type: none"> • Monthly Student Recognition • Weekly Laker Pride recipients/monthly team awards • PBIS Team (Counselors/KBiggar) = BARR w/Coordinator • BARR Programming - ITime Lessons, BARR data sheets, 	Sept 2023 - May 2024	Teacher Principal Students Community

2023-24 Goal: Detroit Lakes Middle School has effective school leadership.

- Regular Staff Meeting
- Regular Site Council Meeting
 - Building Representation
- School Wide Communication
 - Timely Updates on Students
 - Behavior/Incident Follow-up
- Atmosphere of Psychological Safety
- PLC Leaders
 - Attend Trainings
 - Host regular PLC meetings
 - Data driven decision making
 - Principal Involvement

Guiding Principles	Implementation Actions and or Activities <i>List as Many as are needed to complete goal</i>	Timeline	People Engaged
Relationships	<ul style="list-style-type: none"> ● Regular Staff Meetings (Monthly?) ● Adding monthly full staff meeting after Site Council Meeting to discuss topics/clarify minutes/etc. Staff/Site Council identified improvement ● Improved Communication ● Twice monthly meetings/floating small group/full staff Availability structure - Best times for 1-1 vs "catch when out" Staff identified area of improvement ● Psychological Safety/Culture Improvement ● BARR Programming - Same Teachers. Same Students. Better Results BARR day 1 & Day 2 Trainings - See Coaching Reports I-Time Lessons/Small Block/Big Block/Community Connect/Data Tracking <p>Resources:</p>	Sept 2023 - May 2024	Teacher Principal Students
Innovation	<ul style="list-style-type: none"> ● Site Council Structure/Decision Making ● Improvements in structure - Committees for special projects or recommendations from groups through site council process Grading - Math department recommendation/vetting/adoption Policy Review - Cell phone policy review/revision ● Behavior/Communication Follow-up emails ● Has utilization of electronics been effective - review Utilize referral triplicates? Review/enter/Parents/teacher copy 	Sept 2023 - May 2024	Teacher Principal Students

College Ready-Career Ready-Life Ready



2023 - 2024 Goal #1: DLHS has a supportive learning environment for all learners.

Student Leadership Team AND Innovation Playlist



“Every Student-Every Staff-Every Day” mantra!



We started a new student leadership team at DLHS this year. The purpose of this team is to gain a student perspective and voice on the experience here at DLHS! So far this team has met 3 times and is currently working on an item called “Shadow A Student” from the Innovation Playlist.

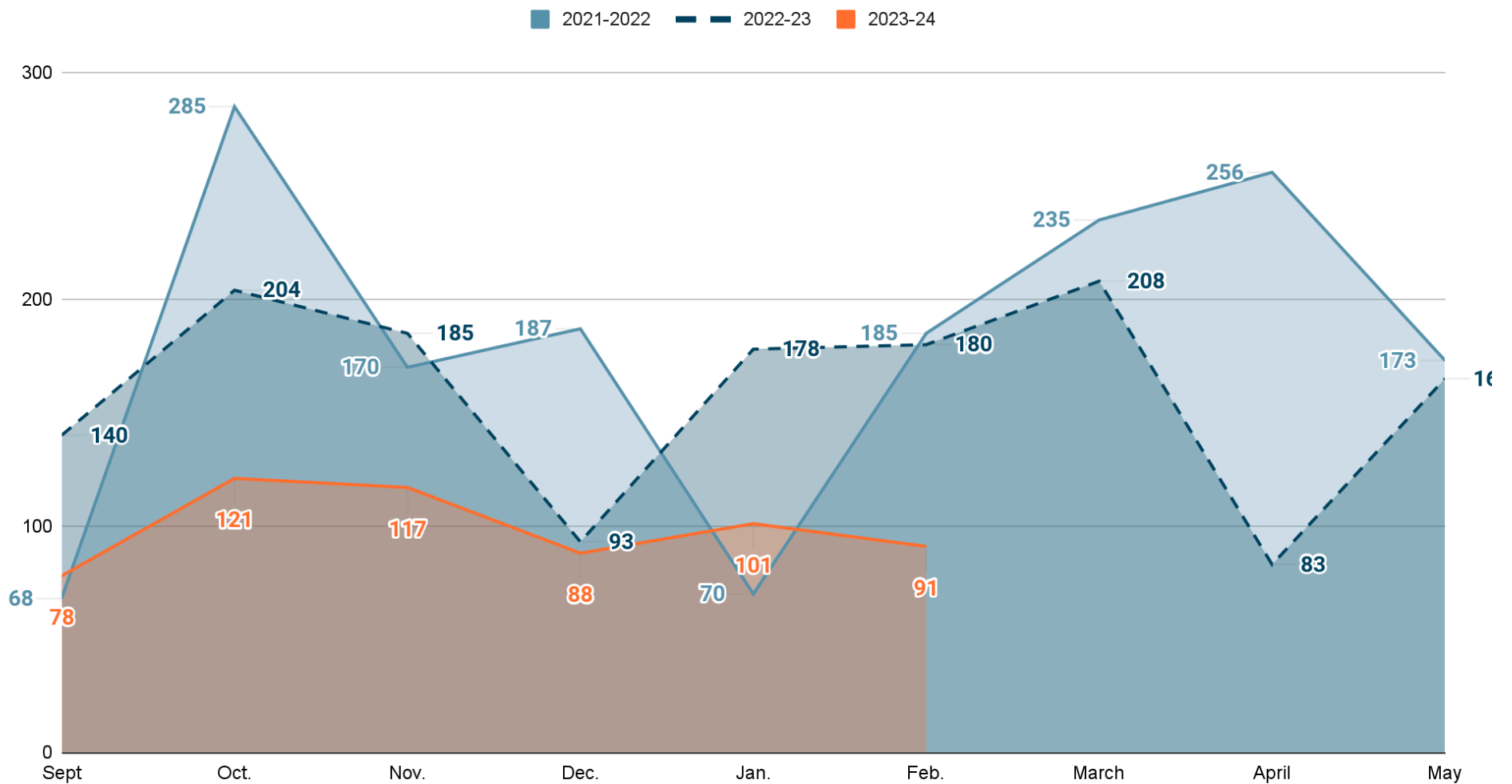
This year we began work on an Early Warning System so that we are better equipped to recognize the signals that a student is headed off track. More importantly, we know how to respond when we notice these signals.

We continue to see profound results from our implementation of BARR. Our staff is doing an amazing job of finding ways for all students to succeed!

College Ready-Career Ready-Life Ready



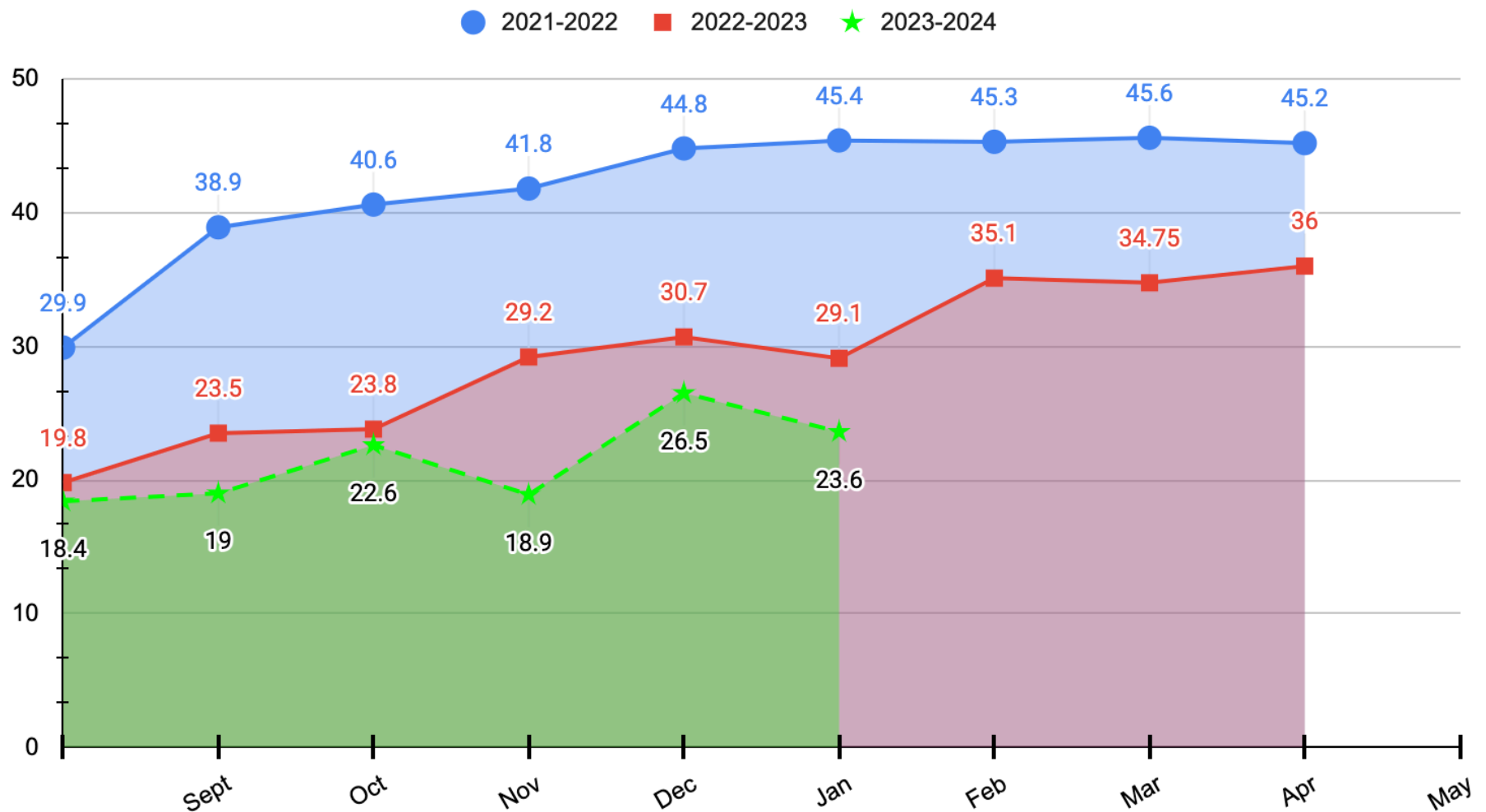
Office Discipline Referrals by Month-2021-Present



College Ready-Career Ready-Life Ready



Percent of Students Chronically Absent by Month 2021-Present

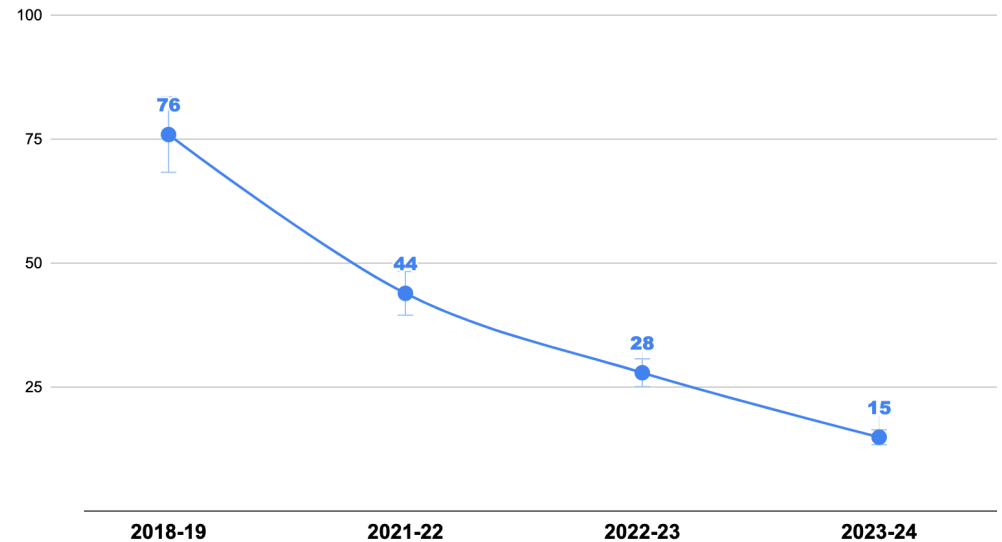


College Ready-Career Ready-Life Ready

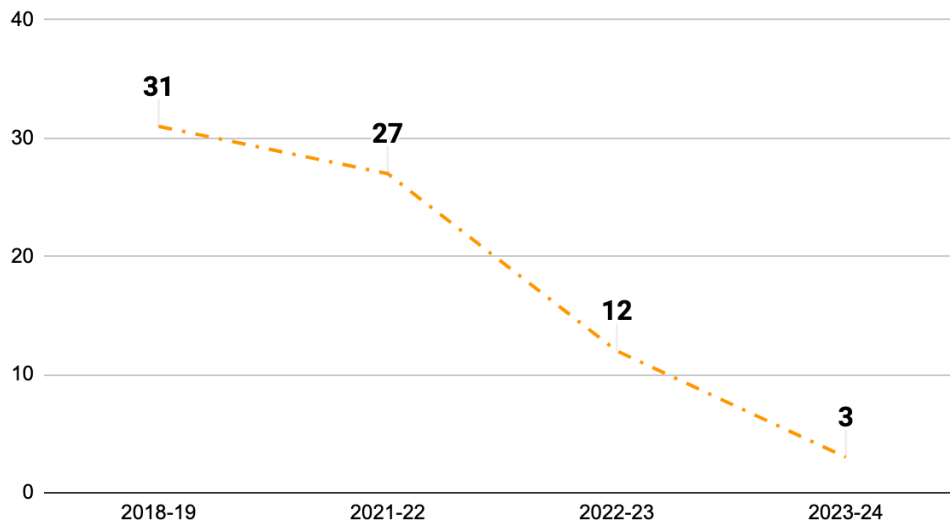


***Total Course Failures for 9th Grade
As Of The End Of Sem. 1.**

DLHS Total Number of 9th Grade Failures



DLHS 9th Graders "At-Risk" 3+ Course Failures



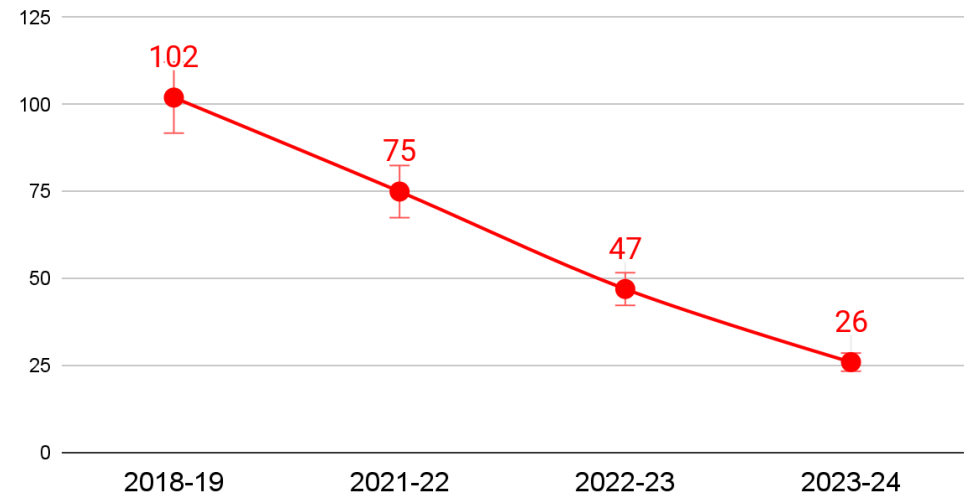
***Total Number Of 9th Graders Who Failed 3+ Classes**

College Ready-Career Ready-Life Ready

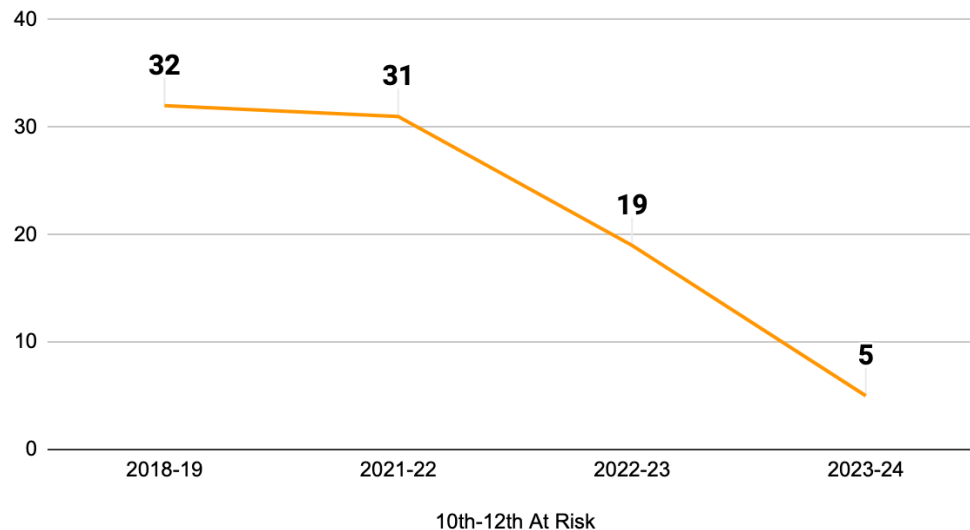


***Total Course Failures for 10-12th Grades
As Of The End Of Sem. 1.**

DLHS 10th-12th Grade Course Failure Total



10-12th Grades Students "At-Risk" 3+ Course Failures



***Total Number Of 10-12th Graders Who Failed 3+ Classes**

College Ready-Career Ready-Life Ready



2023 - 2024 Goal #2: DLHS has high levels of community and parent engagement!

Communication Tools



Communication Emails-231

Attendance Communications-234

AIT Communications-4,517



Laker Prides-1,521

Skyward Communication Tools



Community Engagement Events



We have continued to develop and expand our communication tools to increase positive and consistent communication at DLHS. We currently use these tools when a student is talked about at a BARR meeting, when there is an attendance concern, for Academic Intervention Time, and when we see students doing great things in our building!

This year we invested time into using the Skyward communication tools, particularly for attendance. Parents can request student absences using the Skyward App and we also use the unverified absence notification system which sends parents emails 2x per day (10:30 am) and (3:30 pm) if their student is absent and "unverified" in class periods during the day. These tools have contributed greatly to our improvement in attendance rate this year and streamlined our process for absence requests.

DLHS hosts a wide array of community engagement events. our goal is to continue to find ways to expand and improve on these.

- Veterans Day
- Registration Night
- Senior Capstone Nights (2)
- DLHS Pow Wow
- Day of Caring
- Eagle Feather Ceremony

College Ready-Career Ready-Life Ready



Accomplishments

- ★ We continue to see profound results from our implementation of the BARR model at DLHS as shown by our Academic, Attendance, and Behavior data.
- ★ We have a continued focus on innovation and making DLHS the best high school experience possible. The creation of our student leadership team has helped us to get a student perspective about our high school and has led us to do the “shadow a student” challenge from the Innovation Playlist.
- ★ We are improving our ability to respond appropriately and early when a student is “off track” in their learning by focusing on research from Dr. Bob Balfanz from Johns Hopkins University, director of the “Everyone Graduates Center and the Grad Partnership.
- ★ We have a continued focus on improving communication. This has evolved and expanded from the communication tools we have created and made available to our staff and also by leveraging the resources available in the new Skyward.

Growth Areas

- ★ **Attendance**-we have a continued focus on improving our attendance rate. We are currently working on adding pieces to the process that we worked on last year with Becker County to identify attendance concerns earlier and respond more appropriately.
- ★ **A continued focus on communicating with excellence.** This includes phone calls home (both positive and negative) about students' academics, behavior, and attendance.
- ★ **Early Warning System.** We are working on the creation of an Early Warning System that will help identify students who are in danger of failing and provide a roadmap of interventions that could be implemented with these students. This work is modeled after research by Dr. Bob Balfanz from Johns Hopkins University, director of the “Everyone Graduates Center.”
- ★ **Continue to find ways to positively engage parents and the community.** We are constantly refining our engagement nights based on feedback from stakeholders. One example of this is registration night which has evolved 3 times over the last 3 years based on parent feedback.

Area Learning Center Building Goals

2023-24 Goal #1: High Levels of Collaboration and Communication Our focus for this year is to create a strong unified team where we can identify problems and work together to form solutions. This includes our staff as well as students, families and people of the community.			
Guiding Principles	Implementation Actions and or Activities <i>List as Many as are needed to complete goal</i>	Timeline	People Engaged
R1	<ul style="list-style-type: none"> Weekly Staff Meetings (PLC) Midterm/Quarter Reports Family Nights 	23-24 School Year	ALC Staff AIE Staff Families Community Members
I2	<ul style="list-style-type: none"> Newsletter - Updated Monthly Classroom Observations and follow ups 	23-24 School Year	ALC Staff
D3	<ul style="list-style-type: none"> Friday Mornings working with students on transitions and career skills Friday Afternoons volunteering/working 	23-24 School Year	ALC Staff Community Members
E4	<ul style="list-style-type: none"> Classroom Observations and follow ups 	23-24 School Year	ALC Staff

- We meet weekly as a staff; PLC's, MEIRS Reporting, Mental Health, Chemical Health,
- Midterm - reports/ bi-weekly meetings with students
- Family Nights - Oct. 26, Dec. 14, Feb. 1, Apr. ??
- Updated CLP's with attendance, goals, classes, credits earned and needed
- Weekly Newsletter
- Brought in LionHeart Experience

2023-24 Goal #2: High Levels of Family and Community Involvement

Our focus for this year is to bring in family and community members to help educate our students on diverse cultures as well as what is available to them in the community.

Guiding Principles	Implementation Actions and or Activities <i>List as Many as are needed to complete goal</i>	Timeline	People Engaged
R1	<ul style="list-style-type: none"> Bring Families and community members into our school Open House Family Nights Friday Work/Volunteer Opportunities 	23-24 School Year	ALC Staff AIE Staff Families Community Members
I2	<ul style="list-style-type: none"> How we can connect to all of our families better Monthly Newsletter Emails - Phone Calls 	23-24 School Year	ALC Staff Community Members
D3	<ul style="list-style-type: none"> Implement cultural teachings to make students feel more welcome Friday Work/Volunteer Opportunities Family Nights 	23-24 School Year	ALC Staff Building Level Team AIE Staff Families Community Members
E4	<ul style="list-style-type: none"> Staffings with Families Email/Phone Calls to parents/guardians 	23-24 School Year	ALC Staff Families

- Open House orientation - beginning of school year - expectations and bringing family in
- Volunteering (Food Pantry, Library, Laker Prep, Becker Co. Museum, Thrift Store, Lakes Crisis Center)
- Staffings with families every quarter - needed or not
- Family Night - Community involvement (LADC, AIE, MnSNAP Edu, Mahube-Otwa Family Health, Lakes Counseling, Circle Back/Thunder Being, Lakes Crisis Center, Library, Stellher, Essentia Health) Youth Build, Art Room, Door Prizes, Food
- Parent Support Group Meetings
- Concessions
- United Way - Group Activities
- Mad City Money
- LionHeart Experience
- Character Challenge

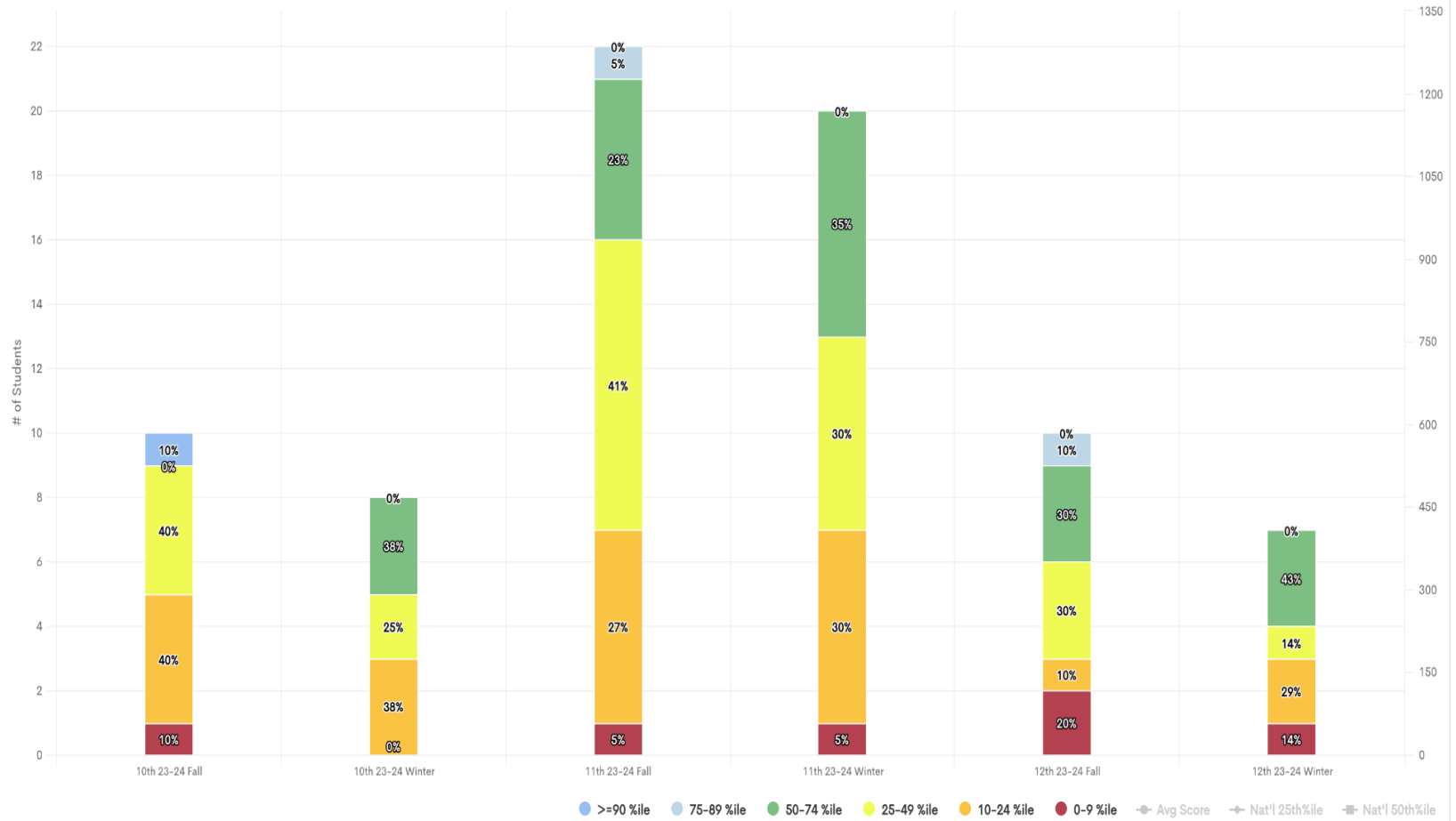
ALC Star Math By Grade

STAR - STAR Math By Grade

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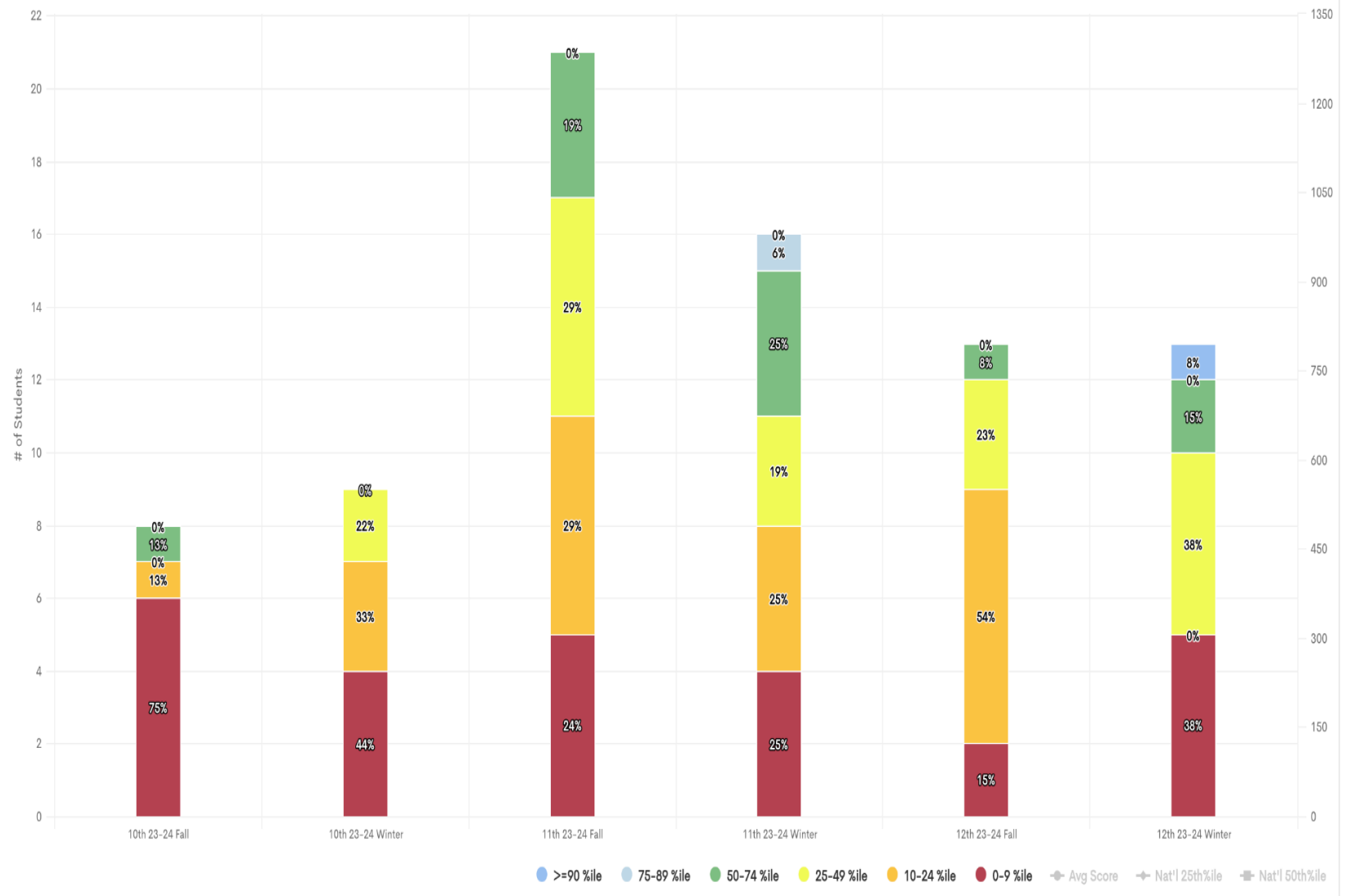
ALC Star Reading By Grade

STAR - STAR Reading By Grade

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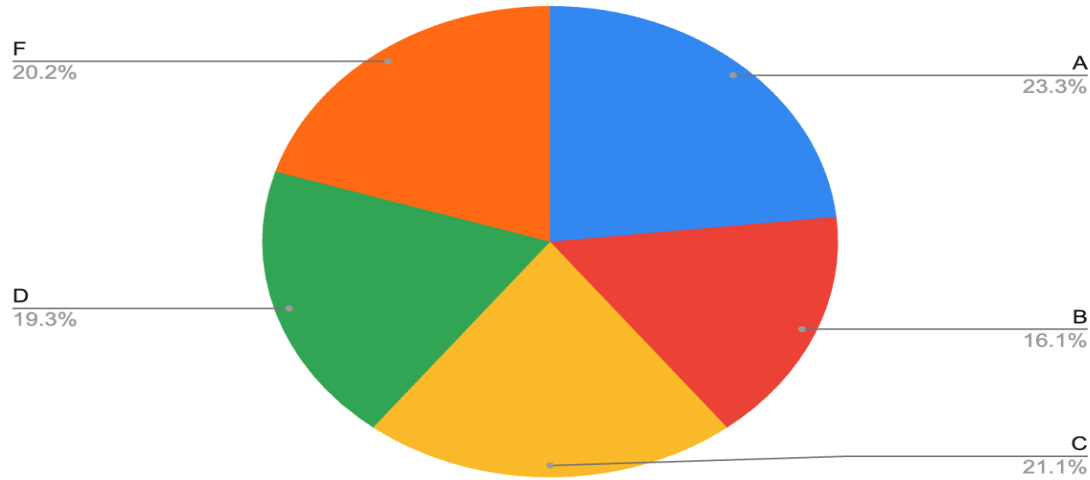
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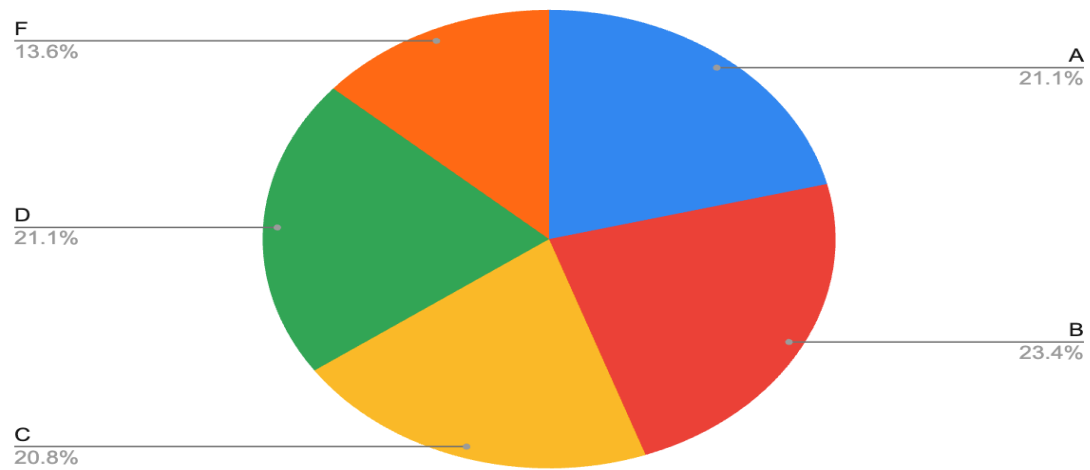


ALC Q1 & Q2 Overall Grades

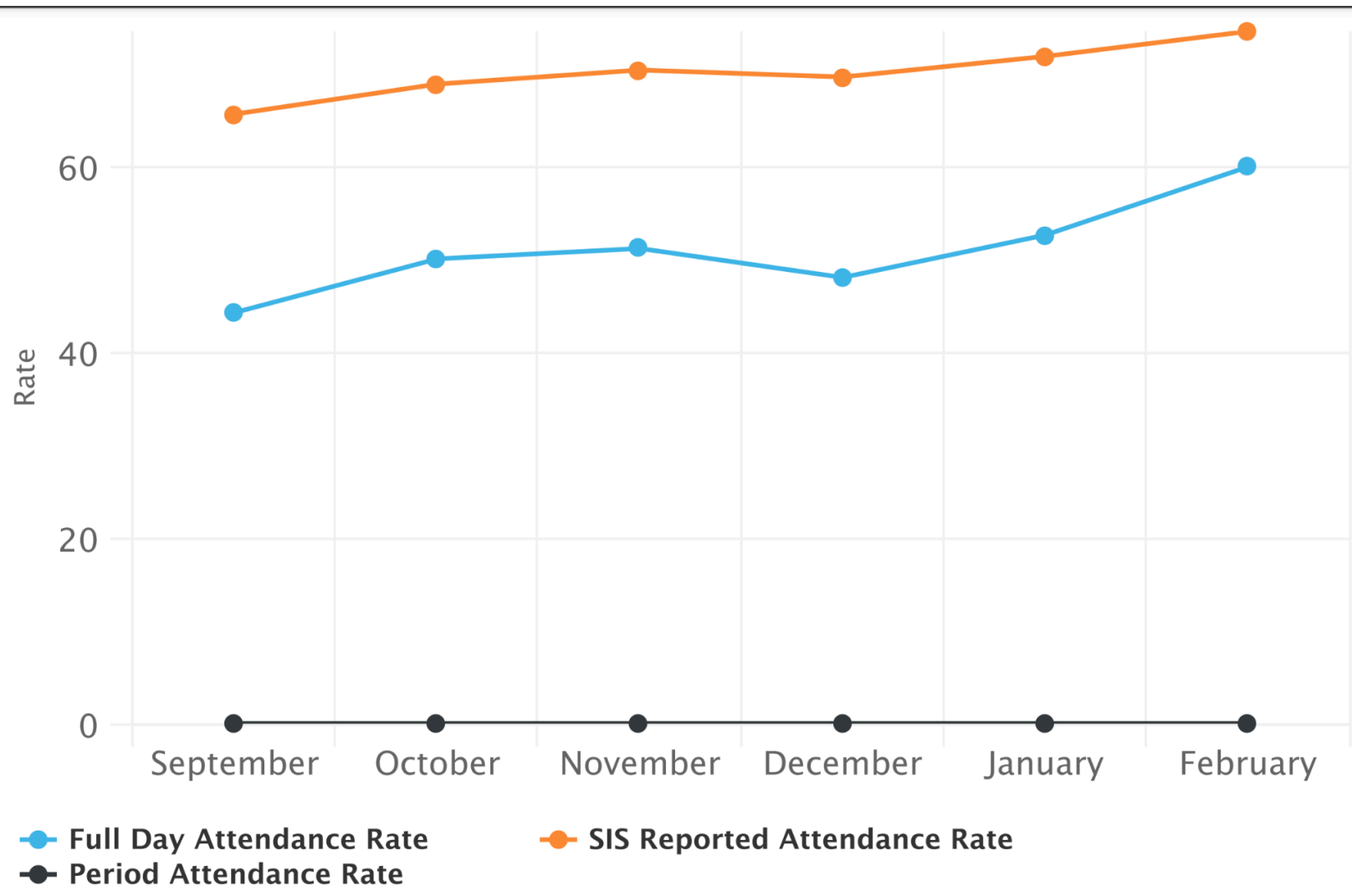
Quarter One Overall Grades



Overall Quarter Two Grades



ALC Attendance Rates





2024 SPRING LANE CHANGE REPORT

First Name	Last Name	Building	Current Lane	Current Salary	Current Daily Rate	New Lane Placement	New Salary	New Daily Rate	Daily Rate X 78	Increase for 78 Days
Katie	Biggar	DLMS	MA+20 Step 9	\$65,394.00	\$369.46	MA+30, Step 9	\$67,203.00	\$379.68	\$29,615.04	\$797.16
Rachel	Carlson	Rossman	BA+10, Step 2	\$46,741.00	\$262.59	BA+20, Step 2	\$47,969.00	\$269.49	\$21,020.22	\$538.20
Sam	Gruis (Link)	High School	MA+20, Step 7	\$61,760.00	\$348.93	MA+30, Step 7	\$63,576.00	\$359.19	\$28,016.82	\$800.28
Cali	Harrier	High School	MA, Step 14	\$76,708.00	\$433.38	MA+10, Step 14	\$78,677.00	\$444.50	\$34,671.00	\$867.36
Reed	Hefta	High School	MA+10, Step 11	\$67,203.00	\$379.68	MA+20, Step 11	\$68,940.00	\$389.49	\$30,380.22	\$765.18
Laura	Hunt	DLMS	BA+20, Step 5	\$50,996.00	\$288.11	MA, Step 5	\$54,501.00	\$307.92	\$24,017.76	\$1,545.18
Jacob	Johnson	DLMS	MA+ 10 Step 7	\$59,949.00	\$338.69	MA+20, Step 7	\$61,760.00	\$348.93	\$27,216.54	\$798.72
Allison	Hefta	District Wide	MA, Step 3	\$52,113.00	\$294.42	MA+10, Step 3	\$53,798.00	\$303.94	\$23,707.32	\$742.56
Anna	Moser	High School	BA+30, Step 8	\$56,621.00	\$319.89	BA+40, Step 8	\$59,949.00	\$338.69	\$26,417.82	\$1,466.40
Sam	Murphy	Roosevelt	MA, Step 7	\$58,131.00	\$328.42	MA+10, Step 7	\$59,949.00	\$338.69	\$26,417.82	\$801.06
Carla	Otten	Roosevelt	BA+10, Step 14	\$65,949.00	\$366.94	BA+30, Step 14	\$69,681.00	\$393.68	\$30,707.04	\$2,085.72
Sara	Schnathorst	DLMS	MA+20, Step 14	\$81,248.00	\$459.03	MA+30, Step 14	\$83,844.00	\$473.69	\$36,947.82	\$1,143.48
Sadie	Skrove	Roosevelt	BA+30 Step 4	\$51,378.00	\$290.27	MA+30 Step 4	\$58,110.00	\$328.31	\$25,608.18	\$2,967.12
Aaron	Swenson	High School	MA+20, Step 12	\$72,195.00	\$407.88	MA+30, Step 12	\$74,328.00	\$419.93	\$32,754.54	\$939.90
Heather	Torgerson	Transitions	BA+40, Step 5	\$54,501.00	\$307.95	MA+10, Step 5	\$56,319.00	\$318.19	\$24,818.82	\$798.72
Sarah	Williams	High School	MA+10, Step 11	\$67,203.00	–	MA+20, Step 11	\$68,940.00	–	\$30,380.22	\$1,737.00
Totals:				\$988,090.00			\$1,025,861.00			\$18,794.04

- ◇ New Teacher Inservice
- Teacher Inservice/Work Days
- △ Early Dismissal Days
- Holidays
- ⊕ P/T Conf.
- ⎓ End of semester/Trimester
- ⎓ Beginning/Ending Days

DETROIT LAKES

LAKERS



- 167** Student Contact Days
- 10** Teacher Inservice/Conference/Work Days
- 177** Teacher Contract Days

2024-2025

3 Flex Learning Days

July 2024

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

August 2024

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

19-20-New Teacher Inservice
26-29-Teacher Inservice
28- High School Open House

September 2024

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

2- Labor Day- No School
3-First Day of School PK-12

October 2024

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

14- HS P/T Conf
14&15--Rossman P/T Conf
16--Early Dismissal
17-18- Fall Break- No School
24& 28-MS P/T Conf.

November 2024

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

1- Inservice-No School
7&14--Roosevelt P/T Conf
25-MS P/T Conf
27-Early Dismissal/ end of tri
28-29- Holiday- No School

December 2024

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

23--Winter Break Begins

January 2025

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

1-3- Winter Break- No School
17-end of Semester
20- Teacher Inservice

February 2025

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

10- HS P/T Conf
12- Early Dismissal
13- Inservice No School
14-17- Holiday No School

March 2025

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

6-Elementary P/T Conf
7-end of Trimester
11-Elementary P/T Conf
13- Early Dismissal
14-Spring Break No School
20&24-MS P/T Conf.
24- HS P/T Conf

April 2025

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

18- Holiday No School

May 2025

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

22- Last day of School
23- Graduation
23-Inservice- No School
26- Holiday No School
27-29- Potential Makeup Days

June 2025

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



School Board Meeting Agenda Memorandum

Kylie Johnson, HR Director
Detroit Lakes Public Schools
kyliejohnson@detlakes.k12.mn.us

DATE: January 24, 2024
TO: Mark Jenson, Superintendent and Board of Education
FROM: Kylie Johnson, HR Director
SUBJECT: 2023 Pay Equity Compliance Report

MN Statute 471.991 requires all local public jurisdictions to submit a Pay Equity Report to the State of Minnesota every three years. The data submitted in this report compares and tests compensation between male and female classes of employees to ensure there are no gender-based compensation inequities. The report reflects pay data as of December 31, 2023.

Included with this memo are the following documents: Pay Equity Implementation Report, Compliance Report and Predicted Pay graph. Based on analysis of the data, Human Resources concludes that Detroit Lakes Public Schools' wage/salary program is compliant to the Local Government Pay Equity Act. It is expected the district will receive official notice of compliance from the Office of MN Management and Budget (MMB) in the coming months upon completion of their review. MMB reserves final determination of compliance.

Questions pertaining to the report and/or data specifics can be directed to Kylie Johnson.

Administration recommends approval of the Pay Equity report.

Pay Equity Implementation Report

Part A: Jurisdiction Identification

Jurisdiction: ISD No. 22 - Detroit Lakes
702 Lake Avenue

Jurisdiction Type: School

Detroit Lakes, MN 56501

Contact: Kylie Johnson

Phone: (218) 847-9271

E-Mail: kyliejohnson@detlakes.k12.mn.us

Contact: Nancy Olson

Phone: (218) 847-9271

E-Mail: nolson@detlakes.k12.mn.us

Part B: Official Verification

1. The job evaluation system used measured skill, effort responsibility and working conditions and the same system was used for all classes of employees.

The system was used: Consultant

Description:

Decision Band

2. Health Insurance benefits for male and female classes of comparable value have been evaluated and:
There is a difference and the maximum salaries reported include the monthly amount paid by the employer for health insurance.

3. An official notice has been posted at:

All district owned buildings

(prominent location)

informing employees that the Pay Equity Implementation Report has been filed and is available to employees upon request. A copy of the notice has been sent to each exclusive representative, if any, and also to the public library.

The report was approved by:

Board of Education

(governing body)

John Steffl

(chief elected official)

Board Chair

(title)

Part C: Total Payroll

\$25845235.00

is the annual payroll for the calendar year just ended December 31.

- [X] Checking this box indicates the following:

- signature of chief elected official
- approval by governing body
- all information is complete and accurate, and
- all employees over which the jurisdiction has final budgetary authority are included

Date Submitted:1/24/2024

Compliance Report

Jurisdiction: ISD No. 22 - Detroit Lakes
702 Lake Avenue

Report Year: 2024
Case: 1 - 2023 Data (Submitted)

Detroit Lakes, MN 56501

Contact: Kylie Johnson

Phone: (218) 847-9271

E-Mail: kyliejohnson@detlakes.k12.mn.us

The statistical analysis, salary range and exceptional service pay test results are shown below. Part I is general information from your pay equity report data. Parts II, III and IV give you the test results.

For more detail on each test, refer to the Guide to Pay Equity Compliance and Computer Reports.

I. GENERAL JOB CLASS INFORMATION

	Male Classes	Female Classes	Balanced Classes	All Job Classes
# Job Classes	19	49	4	72
# Employees	23	490	45	558
Avg. Max Monthly Pay per employee	8653.99	8131.34		7912.17

II. STATISTICAL ANALYSIS TEST

A. Underpayment Ratio = 135.0877 *

	Male Classes	Female Classes
a. # At or above Predicted Pay	8	28
b. # Below Predicted Pay	11	21
c. TOTAL	19	49
d. % Below Predicted Pay (b divided by c = d)	57.89	42.86

*(Result is % of male classes below predicted pay divided by % of female classes below predicted pay.)

B. T-test Results

Degrees of Freedom (DF) = 511	Value of T = -2.429
-------------------------------	---------------------

a. Avg. diff. in pay from predicted pay for male jobs = -95

b. Avg. diff. in pay from predicted pay for female jobs = 805

III. SALARY RANGE TEST = 87.10 (Result is A divided by B)

A. Avg. # of years to max salary for male jobs = 6.00

B. Avg. # of years to max salary for female jobs = 6.89

IV. EXCEPTIONAL SERVICE PAY TEST = 0.00 (Result is B divided by A)

A. % of male classes receiving ESP = 0.00 *

B. % of female classes receiving ESP = 4.08

*(If 20% or less, test result will be 0.00)

Compliance Determination Questionnaire

Answer the questions below to interpret results of a jurisdiction's compliance report.

Please note that MMB will make all final compliance determinations, this should be used for informational review purposes only.

1. Is the underpayment ratio at or above 80%?
 - A. Yes- Compliance (Go to question 4)
 - B. No- Are there 6 or more male classes and at least one class with a salary range?
 - I. YES- Move on to [T-test](#) and then go to question 2.
 - II. NO- Use alternative analysis test; go to question 3.

2. Is the value of T and degrees of freedom within range according to the t-test table?
 - A. Yes- Compliance (Go to question 4)
 - B. No- Out of compliance (Go to question 4, please note that even if the other tests listed in questions 4 and 5 have passing scores the jurisdiction may still be out of compliance)

3. Alternative Analysis Test - If the answer is yes to any of the statements below, the jurisdiction may be out of compliance, even if the other tests listed in questions 4 and 5 have passing scores.
 - *Is there a female job class with more points and less pay than a male class and the difference cannot be explained by years of service?*

 - *Is there a female job class with the same points as a male class and less pay and the difference cannot be explained by years of service?*

 - *Is there a female job class between 2 male classes and the female job class receives less pay than either male class and the difference cannot be explained by years of service?*

 - *Is there a female class rated lower than all male classes and pay is not reasonably proportionate to points as other classes and the difference cannot be explained by years of service?*
 - I. Did you answer yes to any of the questions above?
 - A. NO- Compliance, go to question 4
 - B. Yes- Jurisdiction may be out of compliance (Go to question 4, please note that even if the other tests listed in questions 4 and 5 have passing scores the jurisdiction may still be out of compliance)

4. Is the salary range test 0%, or at or above 80%?

A. Yes- Compliance (Go to question 5)

B. No- Out of compliance (Go to question 5, Jurisdiction may be out of compliance with pay equity law, even if there is a passing score on a test from a previous question)

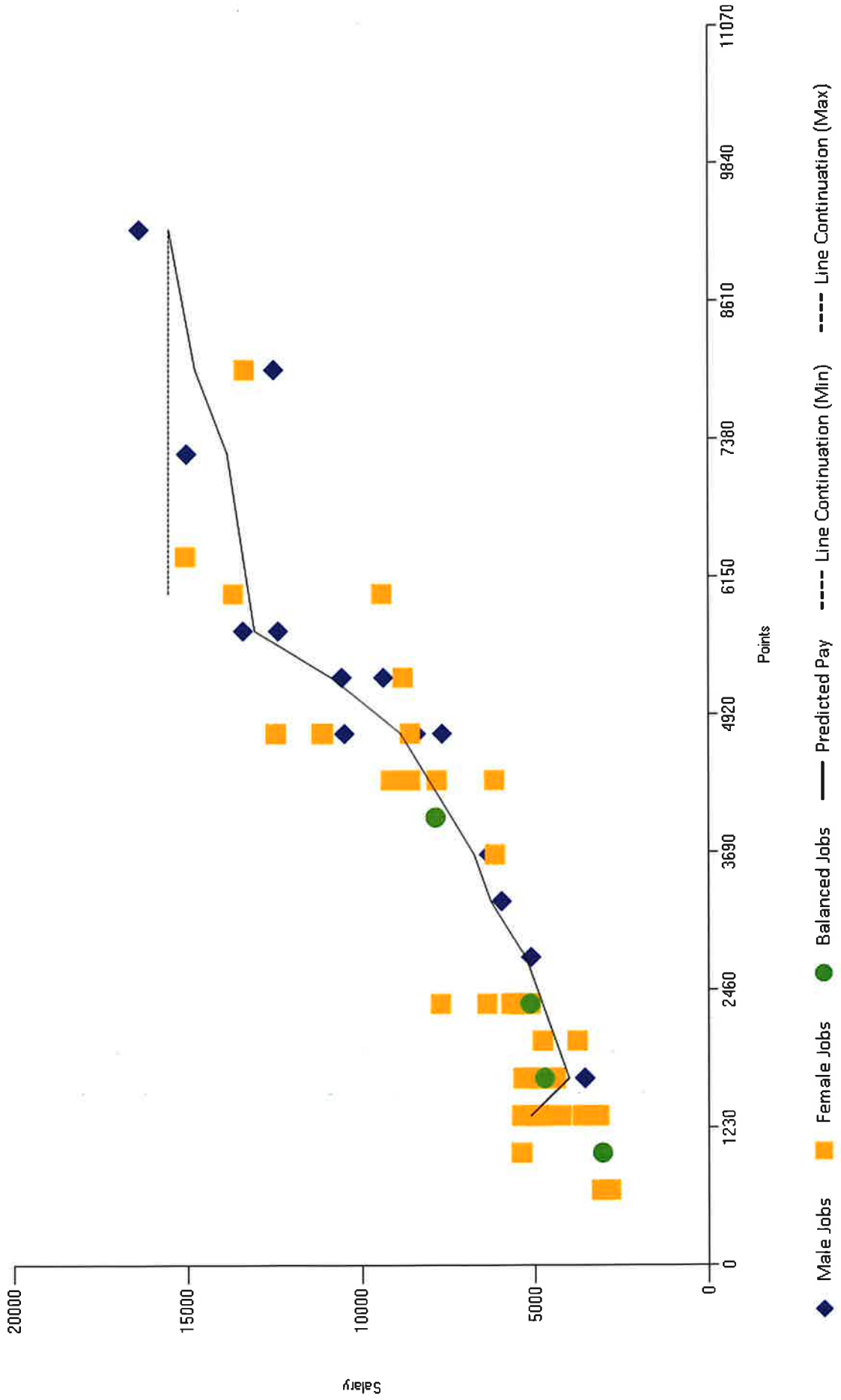
5. Is the exceptional service pay test 0%, or at or above 80%?

A. Yes- Compliance (End)

B. No- Out of compliance (Jurisdiction might be out of compliance with pay equity law, even if there is a passing score on a test from a previous question)

Predicted Pay Report for: ISD No. 22 - Detroit Lakes

Case: 2023 Data





Affirmation of Consultation with Tribal Representatives

PL.114-95 § 8538 states that: (b) DOCUMENTATION. — Each affected local educational agency shall maintain in the agency’s records and provide to the state educational agency a written affirmation signed by the appropriate officials of the participating tribes or tribal organizations approved by the tribes that the consultation required by this section has occurred.

School Year Associated with this Affirmation of Consultation: 2024

LEA

Name of LEA Detroit Lakes Public Schools
School District Number 0022
Superintendent Mark Jenson
Email markjenson@detlakes.k12.mn.us
Phone 218-847-9271
Date of Consultation 2/12/24

LEA ESSA Coordinator Renee Kerzman
Email rkerzman@detlakes.k12.mn.us
Phone 218-847-9271

Tribal Representatives

Tribe/Organization White Earth
Contact Dana Goodwin
Tribal Representative Dana Goodwin
Title Director of Education
Email dana.goodwin@whiteearth-nsn.gov
Phone 218-983-3285 x 5312

Tribal Representative Trista Ayers
Title Asst Director of Education
Email trista.ayers@whiteearth-nsn.gov
Phone 218-983-3285 x 5304

Tribal Representative Curtis Rogers
Title Deputy Director, White Earth RBE
Email curtis.rogers@whiteearth-nsn.gov
Phone 218 983 3285

Affirmations

We agree that timely and meaningful consultation occurred before the LEA submitted plans or applications for the following Title programs under ESSA.

We agree that we have participated in timely and meaningful discussion on each Title under ESSA and have chosen to participate in the programs checked below.

Title I, Part A: Improving Basic Programs Operated by State and Local Educational Agencies

Title I, Part C: Education of Migratory Children

Title I, Part D: Prevention and Intervention Programs for Children and Youth who are Neglected, Delinquent, or At-Risk

Title II, Part A: Supporting Effective Instruction

Title III, Part A: English Language Acquisition, Language Enhancement, and Academic Achievement Act

Title IV, Part A: Student Support and Academic Enrichment Grants

Title IV, Part B: 21st Century Community Learning Centers

Title V, Part B, Subpart 2: Rural and Low-income School Program

Title VI, Part A, Subpart 1: Indian Education Formula Grants to Local Educational Agencies

Title II, Part A: Supporting Effective Instruction

We Agree that timely and meaningful consultation shall continue throughout the implementation and assessment of services provided under section 8535 on the following dates: _____

We agree that timely and meaningful consultation occurred regarding the use of American Rescue Plan (ARP), and Elementary and Secondary School Emergency Relief (ESSER) Funds.

Signature of Superintendent or Designee _____

Date 2/15/24

Signature of Tribal Representative _____

Date 2/15/24

Required Topics during Consultation

Please initial to affirm that all of the required topics were discussed during the consultation process:

RK How students' needs will be identified (culturally, linguistically and academically)

RK What services will be offered

RK Size and scope of equitable services

Equitable services to teachers and parents

RK How and when decisions about the delivery of services will be made

RK Proportion of funds allocated for services

RK Title programs under ESSA

RK How, where, when, and by whom services will be provided

RK How services will be assessed and improved based on assessment results

RK Parent and tribal engagement

RK ARP, ESSER Funds to support American Indian Students

Attach this completed document to your district's Title I, Part A SERVS application.

If you have questions please email mde.esea@state.mn.us.

Annual Compliance/Vote of Concurrence or Nonconcurrence

District, Charter, or Tribal School Name: DETROIT LAKES PUBLIC SCHOOLS #22

The American Indian Parent Advisory Committee Vote

The AIPAC Issued a Vote of Concurrence

Date of Concurrent Vote: 2/21/24

Date the AIPAC presented to the school board: _____

The AIPAC Issued a Vote of Nonconcurrence

A vote of nonconcurrence requires the AIPAC to provide specific written recommendations for improvement to the school board. The school board is required to respond in writing to each recommendation within 60 days of the recommendations being put forth. The school board must provide this written response to both the AIPAC and to the Office of Indian Education.

Date of Nonconcurrent vote: _____

Date the AIPAC presented to the school board: _____

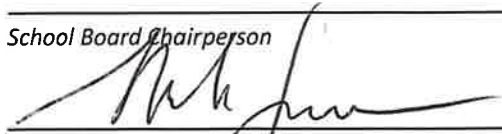
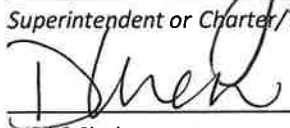
Date the written response from the school board is due: _____

The District/School Does Not Have an AIPAC

The district has not yet formed an AIPAC, but recognizes the need to do so in order to remain compliant with Minnesota Statutes, section 124D.78. By signing below, the district/school leadership commits to working with the Office of American Indian Education on committee formation.

Required signatures

**Digital signatures are accepted*

School Board Chairperson	Date
	<u>2/22/24</u>
Superintendent or Charter/Tribal School Director	Date
	<u>2/21/24</u>
AIPAC Chairperson	Date

The American Indian Parent Advisory Committee Resolution

WHEREAS, the school board or district has an AIPAC composed of parents/guardians of American Indian children who are eligible for Indian education programs, American Indian language and culture teachers and paraprofessionals, American Indian teachers, American Indian counselors, American Indian adults enrolled in educational programming, and American Indian representatives from community;

WHEREAS, the school board or district affords the AIPAC the necessary information and the opportunity to effectively express their views concerning all aspects of American Indian education and the educational needs of the American Indian children enrolled in the school(s) and program(s); and,

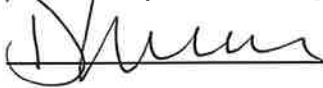
WHEREAS, the AIPAC is directly involved with and advises the school board and district staff on Indian Education program planning; and,

WHEREAS, the AIPAC develops and submits recommendations to the school board and district staff pertaining to the needs of American Indian students.

THEREFORE BE IT RESOLVED, that the AIPAC concurs that the school board and district are compliant with Minnesota Statutes, section 124D.78, and that the school board and district are meeting the needs of American Indian students.

X We, the American Indian Parent Advisory Committee, issue a **Vote of Concurrence**. We attest that the school board and/or district are compliant with Minnesota Statutes and that the school board and/or district are meeting the needs of American Indian students; **or**,

_____ We, the American Indian Parent Advisory Committee, issue a **Vote of Nonconcurrence**. We attest that the school board and/or district are not compliant with Minnesota Statutes and that the school board and/or district are not meeting the needs of American Indian students. We have provided written recommendations for improvements to the school board, and we acknowledge that the school board has 60 days from the receipt of these recommendations in which to respond, in writing, to each recommendation.



AIPAC Chairperson Printed Name and Signature

2/21/24

Date

District, Charter, or Tribal Contract School Employee Sign-in Sheet

Employee Name, Email, and Phone	Employee Title
Joe Carrier, jcarrier@detlakes.k12.mn.us, 2188479228	Coordinator
Renee Kerzman, rkerzman@detlakes.k12.mn.us, 2188479271	Director of Curriculum and Technology
Melanie Holmquist, mholmquist@detlakes.k12.mn.us, 2188474494	College and Career Facilitator
Michelle Tappe mtappe@detlakes.k12.mn.us, 2188471106 Ruth Lage riage@detlakes.k12.mn.us, 2188471106 Mackenzie Hoffman, mhoffman@detlakes.k12.mn.us, “	Para Para AI Student Specialist
Cody Bahls, cbahls@detlakes.k12.mn.us, 2188479268	Para
Melyssa Belland, mbelland@detlakes.k12.mn.us, 2188479228 Jasmin Clark, jclark@detlakes.k12.mn.us, 2188479228 Anthony Buckanaga, 2188479228	Quiz Bowl Coach Drum Dance Coach Drum Dance Coach

American Indian Parent Advisory Committee Member Roster

Committee Member Name, Email, and Phone	American Indian	Committee Member Role	Primary Area of Representation
Danielle Leach	No	Chair	Parent/Guardian of an American Indian Student
Jena Burt	Yes	Vice Chair	Parent/Guardian of an American Indian Student
Rochelle Christianson	Yes	General Member	Parent/Guardian of an American Indian Student
Melyssa Belland	Yes	General Member	Parent/Guardian of an American Indian Student
Rhonda Fode	No	General Member	American Indian School Employee
	Select one...	Select one...	Select one...
	Select one...	Select one...	Select one...
	Select one...	Select one...	Select one...

American Indian Education Aid Program Plan Review

This document serves as the foundation for how your district is fulfilling the measurable goals of the program plan, reviewed and approved by the Office of American Indian Education at the Minnesota Department of Education. This document is necessary to submit with your compliance documentation and eligibility for American Indian Education Aid next year.

[Minnesota Statutes 2022, section 124D.81, subdivision 3](#). **Additional requirements.**

Each district receiving aid under this section must each year conduct a count of American Indian children in the schools of the district; test for achievement; identify the extent of other educational needs of the children to be enrolled in the American Indian education program; and classify the American Indian children by grade, level of educational attainment, age and achievement. Participating schools must maintain records concerning the needs and achievements of American Indian children served.

Directions

This document should be shared with the American Indian Parent Advisory Committee (AIPAC) and district staff that work primarily with American Indian students. Both the AIPAC and district staff will meaningfully and authentically collaborate to complete this document which will be uploaded with your compliance documentation due to the Office of American Indian Education on March 1, 2024. Ultimately, this document is a portion of the Compliance documentation submitted to the Office of American Indian Education as required by [Minnesota Statutes 2022, 124D.78, subdivision 2](#).

Using the approved American Indian Education Aid application that was submitted Fall 2023, communicate how the district has progressed towards all the goals outlined within each narrative that was provided for areas 1-6. Data should be shared with the AIPAC in order for the AIPAC to concur with the district plan. Additionally, the [Self-Assessment Rubric](#) for districts is another useful tool for AIPACs to understand programming and to vote on concurrence.

Measurable Goals

These program details must align to [Minnesota Statutes 124D.81, subdivision 2](#).

Focus Area 1: Support postsecondary preparation for pupils

Focus Area 2: Support the academic achievement of American Indian students

Focus Area 3: Make curriculum relevant to the needs, interests, and cultural heritage of American Indian pupils

Focus Area 4: Provide positive reinforcement of the self-image of American Indian pupils


Focus Area 5: Develop intercultural awareness among pupils, parents, and staff


Focus area 6: Supplement (not supplant) state and federal educational and co-curricular programs

Focus Area	Measurable Goal	Progress towards Goal	Is Progress sufficient for concurrence?
Support postsecondary preparation for pupils	X	X	X
Support the academic achievement of American Indian students	X	X	X

Focus Area	Measurable Goal	Progress towards Goal	Is Progress sufficient for concurrence?
Make curriculum relevant to the needs, interests, and cultural heritage of American Indian pupils	X	X	X
Provide positive reinforcement of the self-image of American Indian pupils	X	X	X
Develop intercultural awareness among pupils, parents, and staff	X	X	X
Supplement (not supplant) state and federal educational and co-curricular programs	X	X	X

Approval

 _____ 2/21/24

AIPAC Chairperson
 _____ Date 2/21/24
 Director of Indian Education _____ Date

Contact us

For more information, please visit our website at <https://education.mn.gov/MDE/dse/indian/parent/>

Please submit this documentation to: MDE.AIEA@state.mn.us

	FIRST NAME	LAST NAME	SENIORITY DATE
1	Susan	Biewer	11/17/1997
2	Carol	Maristuen	9/2/1998
3	Ruth	Lage	9/2/1998
4	Kari	Lane	10/1/1998
5	Julie	Hokanson	9/7/2004
6	Wendy	Jacobson	12/1/2005
7	Susan	Woytassek	9/5/2006
8	Annette	Sailer	9/4/2007
9	Angela	Johnson	9/4/2007
10	Barb	Groth	2/12/2008
11	Joyce	Schweigart	8/22/2008
12	Stacey	Brahmer	8/26/2008
13	Barbara	Olson	9/15/2008
14	Lacey	Gilson	9/22/2008
15	Anna	Berger	9/22/2008
16	Traci	Totland	9/29/2008
17	Carol	Kempenich	8/29/2011
18	Stacy	Conn	9/13/2011
19	Arlene	Bakker	9/16/2011
20	Maja	Rolland	1/2/2013
21	Mary	Edwards	8/28/2013
22	Laura	Blomseth	9/3/2013
23	Sara	Boeckel	9/9/2013
24	Steven	Jenson	10/23/2013
25	Britt	Moore	11/18/2013
26	Mary	Haynes	1/17/2014
27	Tracy	Dallmann	8/27/2014
28	Ashley	McDougall	9/2/2014
29	Elizabeth "Betty"	Disse	9/11/2014
30	Cindy	Macheel	12/8/2014
31	Elysia	McDonald	2/2/2015
32	Amalea	Price	12/1/2015

33	Frances	Parker	2/16/2016
34	Brianna	Ehnert	8/29/2016
35	Miranda	Mahlum	8/29/2016
36	Valerie	Soberg	8/29/2016
37	Natasha	Haverkamp	8/29/2016
38	Brenda	Bergum	9/6/2016
39	Sheyenne	Hirsch	9/14/2016
40	Dori	Fugere	10/4/2016
41	Tracy	Gunderson	11/21/2016
42	Rachel	Kohler	12/13/2016
43	Alycia	Holm	8/16/2017
44	Rose	Hawkins	8/16/2017
45	Cody	Bahls	8/28/2017
46	Kelly	Bristlin	9/14/2017
47	Haley	Anderson	10/9/2017
48	Victoria	Skinner	3/6/2018
49	Laura	Kramer	8/26/2018
50	Jessica	Foster	8/30/2018
51	Jennifer	Reynolds	8/30/2018
52	Mary	Sundby	9/28/2018
53	Ashley	Francis	2/11/2019
54	Deb	Baker	8/20/2019
55	Karla	Brogren	8/20/2019
56	Shiloh	Barrows	9/17/2019
57	Jessie	Olsen	9/24/2019
58	Tonia	Nelson	10/10/2019
59	Mason	Sampson	10/14/2019
60	Melvina	Grose	12/16/2019
61	Nicole	Tredwell	1/13/2020
62	Kristi	Husby	9/25/2020
63	Jacquelyn	Erickson	9/25/2020
64	Salone	Scallon	10/5/2020
65	Abigail	Maneval	10/30/2020
66	Michelle	Tappe	2/5/2021

99	Julie	Smith	8/28/2023
100	Susan	Jones	8/28/2023
101	Juli	Clarey	8/28/2023
102	Becky	Mallow	8/28/2023
103	Amber	Mangel	8/29/2023
104	Mikel	Renteria	8/30/2023
105	Amanda	Ferencik	9/5/2023
106	Skyler	Hansen	9/14/2023
107	Janelle	Dow	9/18/2023
108	Janice (Jan)	Axton	9/27/2023
109	Stacy	Opatz	10/2/2023
110	Amanda	Germundson	10/9/2023
111	Josi	Oppegard	10/16/2023
112	Lisa	Provo	10/16/2023
113	Rose	Anderson	10/23/2023
114	Haily	Felker	11/1/2023
115	Cassandra (Cassie)	Feldt	12/7/2023
116	Ashley	Disse	12/11/2023
117	Ruby	Finch	12/20/2023
118	Julie	Mendoza	1/3/2024
119	Isabelle (Belle)	Kahle	1/16/2024
120	Sheryl	Metcalf	1/22/2024
121	Paula	Breidenbach	2/5/2024
122	Edgar	Negron	2/7/2024

Member **John Steffl** introduced the following resolution and moved its adoption:

RESOLUTION RELATING TO THE TERMINATION AND NONRENEWAL OF THE
TEACHING CONTRACT OF **AUSTIN DODD**, A **TIER 1** TEACHER.

WHEREAS, Austin Dodd is a Tier 1 teacher employed by Independent School District No. 22, Detroit Lakes.

BE IT RESOLVED, by the School Board of Independent School District No. 22, that the teaching contract of Austin Dodd is hereby terminated at the close of the current 2023-24 school year.

BE IT FURTHER RESOLVED that written notice be sent to said teacher regarding the termination and nonrenewal of his/her contract, and that said notice shall be in substantially the following form:

NOTICE OF TERMINATION AND NON-RENEWAL

AUSTIN DODD
1027 SUMMIT AVE
DETROIT LAKES, MN 56501

Dear Austin:

You are hereby notified that at a regular meeting of the School Board of Independent School District No. 22 held on February 26, 2024, a resolution was adopted by the School Board to terminate your contract effective at the end of the current school year and not to renew your contract for the 2024-25 school year.

Thank you for your service and we wish you the best in the future.

Yours very truly,
SCHOOL BOARD OF INDEPENDENT SCHOOL DISTRICT NO. 22

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: _____.

And the following voted against:

Whereupon said resolution was declared duly passed and adopted.

Member **John Steffl** introduced the following resolution and moved its adoption:

RESOLUTION RELATING TO THE TERMINATION AND NONRENEWAL OF THE
TEACHING CONTRACT OF **CHARLES HONKE**, A **TIER 1** TEACHER.

WHEREAS, Charles Honke is a Tier 1 teacher employed by Independent School District No. 22, Detroit Lakes.

BE IT RESOLVED, by the School Board of Independent School District No. 22, that the teaching contract of Charles Honke is hereby terminated at the close of the current 2023-24 school year.

BE IT FURTHER RESOLVED that written notice be sent to said teacher regarding the termination and nonrenewal of his/her contract, and that said notice shall be in substantially the following form:

NOTICE OF TERMINATION AND NON-RENEWAL

CHARLES HONKE
1686 EAST SHORE DR
DETROIT LAKES, MN 56501

Dear Charles:

You are hereby notified that at a regular meeting of the School Board of Independent School District No. 22 held on February 26, 2024, a resolution was adopted by the School Board to terminate your contract effective at the end of the current school year and not to renew your contract for the 2024-25 school year.

Thank you for your service and we wish you the best in the future.

Yours very truly,
SCHOOL BOARD OF INDEPENDENT SCHOOL DISTRICT NO. 22

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: _____.

And the following voted against:

Whereupon said resolution was declared duly passed and adopted.

Member **John Steffl** introduced the following resolution and moved its adoption:

RESOLUTION RELATING TO THE TERMINATION AND NONRENEWAL OF THE
TEACHING CONTRACT OF **KAYLA THORP**, A **TIER 1** TEACHER.

WHEREAS, Kayla Thorp is a Tier 1 teacher employed by Independent School District No. 22, Detroit Lakes.

BE IT RESOLVED, by the School Board of Independent School District No. 22, that the teaching contract of Kayla Thorp is hereby terminated at the close of the current 2023-24 school year.

BE IT FURTHER RESOLVED that written notice be sent to said teacher regarding the termination and nonrenewal of his/her contract, and that said notice shall be in substantially the following form:

NOTICE OF TERMINATION AND NON-RENEWAL

KAYLA THORP
501 2nd STREET SW
DETROIT LAKES, MN 56501

Dear Kayla:

You are hereby notified that at a regular meeting of the School Board of Independent School District No. 22 held on February 26, 2024, a resolution was adopted by the School Board to terminate your contract effective at the end of the current school year and not to renew your contract for the 2024-25 school year.

Thank you for your service and we wish you the best in the future.

Yours very truly,
SCHOOL BOARD OF INDEPENDENT SCHOOL DISTRICT NO. 22

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: _____.

And the following voted against:

Whereupon said resolution was declared duly passed and adopted.

Member **John Steffl** introduced the following resolution and moved its adoption:

RESOLUTION RELATING TO THE TERMINATION AND NONRENEWAL OF THE
TEACHING CONTRACT OF **JENNIFER SAVIG**, A **TIER 2** TEACHER.

WHEREAS, Jennifer Savig is a Tier 2 teacher employed by Independent School District No. 22, Detroit Lakes.

BE IT RESOLVED, by the School Board of Independent School District No. 22, that the teaching contract of Jennifer Savig is hereby terminated at the close of the current 2023-24 school year.

BE IT FURTHER RESOLVED that written notice be sent to said teacher regarding the termination and nonrenewal of his/her contract, and that said notice shall be in substantially the following form:

NOTICE OF TERMINATION AND NON-RENEWAL

JENNIFER SAVIG
131 PHEASANT ST
AUDUBON, MN 56511

Dear Jennifer:

You are hereby notified that at a regular meeting of the School Board of Independent School District No. 22 held on February 26, 2024, a resolution was adopted by the School Board to terminate your contract effective at the end of the current school year and not to renew your contract for the 2024-25 school year.

Thank you for your service and we wish you the best in the future.

Yours very truly,
SCHOOL BOARD OF INDEPENDENT SCHOOL DISTRICT NO. 22

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: _____.

And the following voted against:

Whereupon said resolution was declared duly passed and adopted.

Member **John Steffl** introduced the following resolution and moved its adoption:

RESOLUTION RELATING TO THE TERMINATION
AND NONRENEWAL OF THE TEACHING CONTRACT
OF **JOSHUA ERHARDT**, A PROBATIONARY TEACHER WITH
OUT OF FIELD PERMISSION.

WHEREAS, Joshua Erhardt is a probationary teacher employed by Independent School District No. 22, Detroit Lakes.

BE IT RESOLVED, by the School Board of Independent School District No. 22, that pursuant to Minnesota Statutes 122A.40, Subdivision 5, that the teaching contract of Joshua Erhardt is hereby terminated at the close of the current 2023-24 school year.

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

NOTICE OF TERMINATION AND NON-RENEWAL

JOSHUA ERHARDT
525 CENTRAL ST E
DETROIT LAKES, MN 56501

Dear Joshua:

You are hereby notified that at a regular meeting of the School Board of Independent School District No. 22 held on February 26, 2024, a resolution was adopted by a majority roll call vote to terminate your contract effective at the end of the current school year and not to renew your contract for the 2024-25 school year. Said action of the Board is taken pursuant to M.S. 122A.40, Subd. 5.

Thank you for your service and we wish you the best in the future.

Yours very truly,
SCHOOL BOARD OF INDEPENDENT SCHOOL DISTRICT NO. 22

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: _____.

And the following voted against:
Whereupon said resolution was declared duly passed and adopted.

Member **John Steffl** introduced the following resolution and moved its adoption:

RESOLUTION RELATING TO THE TERMINATION
AND NONRENEWAL OF THE TEACHING CONTRACT
OF **KIRSTIN BIRD**, A PROBATIONARY TEACHER WITH
OUT OF FIELD PERMISSION.

WHEREAS, Kirstin Bird is a probationary teacher employed by Independent School District No. 22, Detroit Lakes.

BE IT RESOLVED, by the School Board of Independent School District No. 22, that pursuant to Minnesota Statutes 122A.40, Subdivision 5, that the teaching contract of Kirstin Bird is hereby terminated at the close of the current 2023-24 school year.

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

NOTICE OF TERMINATION AND NON-RENEWAL

KIRSTIN BIRD
2330 ST CLAIR CIRCLE
DETROIT LAKES, MN 56501

Dear Kirstin:

You are hereby notified that at a regular meeting of the School Board of Independent School District No. 22 held on February 26, 2024, a resolution was adopted by a majority roll call vote to terminate your contract effective at the end of the current school year and not to renew your contract for the 2024-25 school year. Said action of the Board is taken pursuant to M.S. 122A.40, Subd. 5.

Thank you for your service and we wish you the best in the future.

Yours very truly,
SCHOOL BOARD OF INDEPENDENT SCHOOL DISTRICT NO. 22

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: _____.

And the following voted against:
Whereupon said resolution was declared duly passed and adopted.

Achievement and Integration FY 2025 Budget Workbook

Use these instructions to create your district's annual Achievement and Integration (A&I) A&I budget. Please refer to the *Achievement Integration Budget Guide* on the A&I webpage for more information on A&I revenue and for the list of budget review criteria.

Do not delete pages from this workbook. That will disable the formulas on the *Expenditure Summary* page which calculates the percentage of expenditures (direct student service, prof development, admin) and also sums total expenditures by FIN code. You need to track of both as you create your budget.

- Program and fiscal staff should work together to create this budget, drawing on your respective knowledge of the strategies in your district's A&I plan, costs that aren't detailed in the plan but are necessary to implement those strategies, and school finance practices.
- **Proposed expenditures can be approved only for strategies included in a district's current MDE-approved A&I plan.**
- Expenditures to fund strategies included in a racially identifiable school (RIS) plan must be listed in the RIS tabs of this excel workbook.
- **Use the separate tabs for direct student services, PD, and Admin costs as explained in the A&I Budget Guide. The requirement for districts to use a certain percentage of revenue for each expenditure type is in A&I legislation and explained in the tabs of this budget workbook.**
- **Add lines to a worksheet by inserting rows before a revenue total line.** The revenue total lines are linked to a formula in the Expenditure Summary page. If you insert rows after them, your Expenditure Summary totals will be inaccurate.
- Add a **budget narrative** for each line item to document how proposed expenditures will fund activities in your district's MDE-approved A&I plan. **Do not copy your plan description into the budget.** Instead, describe what each expenditure will purchase. Then identify by name and number the activity in your plan that an expenditure will help fund. This info will provide expenditure detail not included in your A&I plan.
- List proposed FIN 313 (initial revenue) and FIN 318 (incentive revenue) expenditures on the separate tabs marked in the budget workbook. These are two different types of A&I aid and must be tracked separately.
- Find your district's aid entitlement estimate for A&I revenue in the Minnesota Funding Reports (MFR) section of MDE's Data Analytics webpage. Steps for finding that report are listed on the MDE A&I webpage.
- **Admin costs include salary and benefits for support staff and administrators that do not provide direct instruction to students in A&I activities. Admin costs also include things such as postage, rent, dues, memberships, printing charges.**
- Payments to other districts or to vendors should be listed as line items in the corresponding Direct Student Services, PD, or Admin tabs. **Use OBJ code 390 for payments to other districts.**
- **The budget narratives for proposed salary expenditures should include the following: percentage FTE and the name and number of the strategy in your district's A&I plan that the FTE is supposed to help implement.**
- Fringe benefits for positions that are part of the same plan strategy may be bundled by OBJ code. For example, if three staff are providing instruction for an A&I summer program, benefits for their hours working on that program may be listed in the same line item.
- Resubmit this workbook listing proposed and *actual* FY 2025 expenditures by December 1, 2025.
- Expenditure changes that increase total FIN code amounts and changes to the types of expenditures approved in the initial budget must be sent to MDE for review and approval by April 1, 2025.
- **Budgets are due to MDE by March 15, 2024. Board approval is optional. This means your board does not need to approve this budget before you submit it on March 15.**

How to Submit Your Budget

- 1) Submit your district's proposed FY25 budget by March 15, 2024 to mde.integration@state.mn.us.
- 2) Submit your district's budget as an excel file. No PDF's please.
- 3) Please save your budget using the file name *FY25 [District Name] A&I budget*.

Questions about submitting your budget? Contact one of MDE's A&I staff or email mde.integration@state.mn.us.

Use this workbook to list proposed expenditures of FY 2025 Achievement Integration (A&I) revenue. district's MDE-approved A&I plan. Each worksheet has a column where you will explain how each lin **instructions in the prior tab of this workbook.** For details on budget requirements, see the A&I Bud

District Name: Detroit Lakes Public Schools

District ISD Number: 22

Superintendent: Mark Jenson

Partnering Districts: Pelican Rapids, MN

Fiscal and program staff should work together to complete this budget. Please list those staff memb detail is needed for the budget to be approved.

Program Staff: Renee Kerzman

Phone: 2188479271

E-mail: rkerzman@detlakes.k12.mn.us

Fiscal Staff:

Phone:

Email:

If you have been notified by MDE that your district has one or more *Racially Identifiable Schools*, ple

Find the amount of Achievement and Integration (A&I) revenue your district may be eligible to receive in FY 20:

Total Initial Revenue (FIN 313)

Total Incentive Revenue (FIN 318)

TOTAL A&I REVENUE

CERTIFICATION STATEMENT

We certify that the budget information submitted for our school district to the Minnesota Department of Education (MDE) is an ac Achievement & Integration budget as approved by the school board.

Board Approval Date _____

School Board Chair _____

Superintendent _____

This certification statement is not required in legislation or by the Minnesota Department of Education.

FOR MDE USE ONLY

Approved Initial Revenue: _____

Approved Incentive Reve

MDE Approval: _____

Date: _____

Proration Revenue Worksheet

. All expenditures must support strategies in your
ne item is intended to fund a strategy. **Please use the**
lget Guide on the A&I webpage.

ers below. Both will be contacted if changes or more

Jason Kuehn

2188479271

jkuehn@detlakes.k12.mn.us

ase list those schools here:

25 and enter it below. See lines 12 and 13 in your

\$	288,537.11
\$	-
\$	288,537.11

accurate and complete representation of the fiscal year 2025

Date _____

Date _____

Revenue: _____

District Number: 22

Proposed Budget		
		Proposed Budget Ratios
Direct Services to Students must equal at least 80% of total revenue	\$255,022.11	88.38%
Professional Development may equal no more than 20% of total revenue	\$28,855.00	10.00%
Administrative/Indirect may equal no more than 10% of total revenue	\$4,660.00	1.62%
Total Proposed Revenue:	\$288,537.11	
Total Amount Proposed FIN 313	\$288,537.11	
Total Amount Proposed FIN 318	\$0.00	

Amending Line Items To amend line items in this budget after it's been approved by MDE, strike the the line you want to change (make sure the new row is above the total revenue line). Add a new dol with the color highlight function. Explain the change in the comments box at the bottom of the tab.

UFARS Corrections You do not need to submit an amended budget to MDE in order correct UFARS c Expenditure report. Add a note to explain the correction. See the A&I Gudget Guide for more detail:

Comments:Improvement funding is for embedded



Integration Budget Summary

District Name: Detroit Lakes Public Schools

	Actual Expenditures	
		Actual Budget Ratios
DSS At least 80% of total expenditures	\$0.00	#DIV/0!
Professional Development No more than 20% of total expenditures	\$0.00	#DIV/0!
Admin/Indirect No more than 10% of total expenditures	\$0.00	#DIV/0!
Total Revenue Expended:	\$0.00	
Improvement Planning Expenditures	6%	#DIV/0!
Districts must use up to 20% of integration revenue to implement an improvement plan (Minn. Stat. 124D.862 subd. 8 (c) 2).		

Use the approved dollar amount and related budget narrative. Insert a row below the dollar amount and narrative to the row you just added. Then highlight both lines.

Use the codes. Instead, make UFARS corrections when you submit your Actuals on when to amend your MDE-approved budget.



Improvement Funding Directions	Only districts that did not meet the goal: your annual integration revenue to fund
---------------------------------------	--

Step 1) Complete the DSS, PD and Admin tabs for FIN 313 and 318. Step 2) Copy and paste li

- Copy line items totaling up to 20% of your total proposed revenue. That percentage will be ca
- The line items you copy may be either FIN 313 or FIN 318 depending upon how you're fundir

What is an improvement strategy? Strategies that were 1) not in your prior plan, or 2) strateg improvement process like the one described in the A&I Improvement Planning Guide. The stra changed in some way that increases the liklihood of meeting the goals in your district's curren

Line Item Description	UFARS Code Required				Budgeted Amt
	ORG	PROG	FIN	OBJ	
Add the UFARS Code title from the UFARS manual to provide a short hand description of proposed expenditures.					List the total amount budgeted for this line item.

Direct Student Services

--

Professional Development

Inst Coach .15FTE	42	790	313	143	\$	12,600.00
Fica	42	790	313	210	\$	1,000.00
TRA	42	790	313	218	\$	1,100.00
Health	42	790	313	220	\$	2,300.00
403B	42	790	313	250	\$	225.00
Life	42	790	313	230	\$	50.00
HCSP	42	790	313	251	\$	105.00

Administrative Costs

--

	Total Improvement Funding:	\$17,380.00
--	-----------------------------------	--------------------

Comments:

--



s in their last plan after three years should complete this tab. If you didn't meet your goals, you should describe the improvement strategies.

line items that will fund improvement strategies into one of the sections below.

amounts calculated for you on the Expenditures Summary tab.

and funding your improvement strategies.

strategies that you've adjusted and kept in your current A&I plan, and 3) strategies developed using other funding sources. Strategies should be different from the ones in your prior plan because they are either new to your current plan.

Actual Amount	Budget Narrative - Which strategy in your A&I plan does each line item fund?	
Resubmit this workbook with actual FY25 expenditures by 12/1/25.	Describe what will be purchased, i.e. food, transportation, salary costs, etc. Your brief description should make it clear how the expenditure will help implement a strategy. Do not copy the strategy description from your plan.	Goal #
		1, 2, 3, 4
\$0.00		

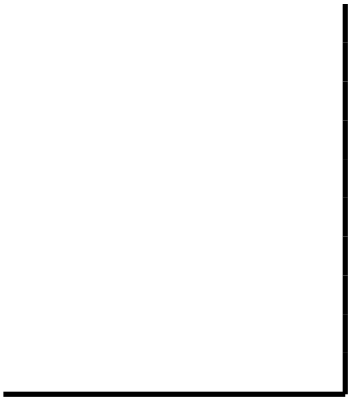
you must use up to 20% of

an equity-centered
ur A&I work or have been

e item support and how?

Strategy # and Name

STRATEGY #1 Reduce achievem
STRATEGY #2 Highly Qualified P
STRATEGY # 3 Student Suc
STRATEGY #4 Intro to Educ



District Number:
District Name:
80% Direct Services to Students

List proposed **FIN 313** expenditures for Direct Student Services below. **At least 80% of a district's MDE-approved A&I plan that provide direct services to students.** Read the A&I Budget Guide on

UFARS Title	UFARS Code Required				Budgeted Amount
	ORG	PROG	FIN	OBJ	
Add the UFARS Code title from the UFARS manual to provide a short hand description of proposed expenditures.					List the total amount budgeted for this line item.
3 FTE Interventionists	042	790	313	140	\$171,040.00
FICA	042	7970	313	210	\$13,120.00
TRA	042	790	313	218	\$15,030.00
HEALTH	042	790	313	220	\$45,900.00
403 B	042	790	313	250	\$2,100.00
HCSP	042	790	313	251	\$1,020.00
Life insurance	042	790	313	230	\$200.00
Supplies	042	790	313	430	\$3,612.11
Transportation	042	790	313	360	\$1,500.00
Transportation	042	790	313	365	\$1,500.00
FIN 313 TOTAL					\$255,022.11

Insert lines **above** the **FIN 313 TOTAL** line to include those dollar amounts in proposed and approved

Improvement Funding Copy line items for improvement strategies and paste them into the Direc

Comments: We have portions of 3 FTE included and this is for all of those. The goals and strateg



Integration Budget

Expenditure Costs

--

proposed expenditures must be used for strategies in a district's plan. See the MDE website for details.

Actual Amt	Budget Narrative - Which strategy in your A&I plan?	
Resubmit this budget with actual FY25 expenditures by 12/1/25.	Use this column to describe what will be purchased to implement your A&I strategies, i.e. food, transportation, salary costs, etc. Your brief description should make it clear how the expenditure will help implement the strategy. <i>Do not copy the strategy description from your plan.</i>	Goal #
	FTE Salary	1,2
	FTE Salary	3,4
	FTE Salary	
	FTE Salary	
	FTE Salary	
	FTE Salary	
	Supplemental, divers, materials to support the interventions provided to students. Incentive materials and activities for the Student Success Coordinator to use in classroom.	1,2,3,4
	Integration travel to integration activities.	
	Integration travel to integration activities.	
\$0.00		

ed revenue totals.

at Student Services section of the Improvement Planning tab.

gies are for the intervention and student success coordinator.

What plan does each line item support and how?

Strategy # and Name

STRATEGY #1 Reduce achievement disparities between

STRATEGY #2 Highly Qualified Positive Achievement Interventionists

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STRATEGY #2 Highly Qualified Positive Achievement Interventionists

STRATEGY # 3 Student Success Coordinator

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STRATEGY #1 Reduce achievement disparities between student groups through the types of strategies.

STRATEGY #2 Highly Qualified Positive Achievement Interventionists

Integration Activity#1

Integration Activity#1

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District Number:

District Name:

80% Direct Services to Students

List proposed **FIN 318** expenditures for Direct Student Services below. At least 80% of a district's direct services to students. Incentive revenue may be used to fund strategies that decrease racial Budget Guide on the MDE website for details.

UFARS Title	UFARS Code Required				Budgeted Amount
	ORG	PROG	FIN	OBJ	
Add the UFARS Code title from the UFARS manual to provide a short hand description of proposed expenditures.					List the total amount budgeted for this line item.
			318		
			318		
			318		
			318		
			318		
			318		
FIN 318 TOTAL					\$0.00

Insert lines **above** the **FIN 318 TOTAL** line to include those dollar amounts in proposed and approved

Improvement Funding Copy line items for improvement strategies and paste them into the Dire

Comments:

and Integration Budget

Reduce Enrollment Disparities

proposed expenditures must be used for strategies included in the district's wide-approved A and economic enrollment disparities in classes, schools, some programs, or between dist

Actual Amount	Budget Narrative - which strategy in your A&I plan does each row?	
Resubmit form with actual FY25 expenditures by 12/1/25.	Use this column to describe what will be purchased to implement your A&I strategies, i.e. food, transportation, salary costs, etc. Your brief description should make it clear how the expenditure will help implement the strategy. <i>Do not copy the strategy description from your plan.</i>	Goal #
\$0.00		

red revenue totals.

ect Student Services section of the Improvement Planning tab.

District Number:

District Name:

20% Professional Development

List all proposed FIN 313 expenditures for professional development below. **NO MORE THAN 20%** of the total budget must directly support strategies in a district's MDE approved A&L plan. Read the A&L Budget...

UFARS Title	UFARS Code Required				Budgeted Amount
	ORG	PROG	FIN	OBJ	
Add the UFARS Code title from the UFARS manual to provide a short hand description of proposed expenditures.					List the total amount budgeted for this line item.
Inst Coach	42	790	313	143	\$ 21,000.00
Fica	42	790	313	210	\$ 1,650.00
TRA	42	790	313	218	\$ 1,850.00
Health	42	790	313	220	\$ 3,825.00
403B	42	790	313	250	\$ 375.00
Life	42	790	313	230	\$ 50.00
HCSP	42	790	313	251	\$ 105.00
			313		
FIN 313 TOTAL					\$28,855.00

Add lines **above** the FIN 313 TOTAL line to include those dollar amounts in proposed and approved

Improvement Funding Copy line items for improvement strategies and paste them into the P

Comments: Improvement funding

ued through this budget

Strategy # and Name

STRATEGY #1 Reduce achiever

STRATEGY #2 Highly Qualified

STRATEGY # 3 Student Su

STRATEGY #4 Intro to Edu



**FY 2025 Achievement and
Professional Development Costs to Rec**

District Number:

District Name:

20% Professional Development

List proposed **FIN 318** expenditures for professional development below. No more than 20%

UFARS Title	UFARS Code Required				Budgeted Amt
	ORG	PROG	FIN	OBJ	
Add the UFARS Code title from the UFARS manual to provide a short hand description of proposed expenditures.			318		List the total amount budgeted for this line item.
			318		
			318		
			318		
			318		
FIN 318 TOTAL					\$0.00

Add lines **above** the **FIN 318 TOTAL** line to include those dollar amounts in proposed and approved

Improvement Funding Copy line items for improvement strategies and paste them into the

Comments:

I Integration Budget

Reduce Enrollment Disparities

0% of this budget's total revenue may be proposed or used for these costs. **Incentive revenue**

Actual Amt	Budget Narrative - which strategy in your A&I plan does each row describe and how?	
Resubmit form with actual FY25 expenditures by 12/1/25.	Use this column to describe what will be purchased to implement A&I strategies, i.e. food, transportation, salary costs, etc. Your brief description should make it clear how the expenditure will implement the strategy. <i>Do not copy the strategy description from your plan.</i>	Goal #
\$0.00		

Approved revenue totals.

the Professional Development section of the Improvement Planning tab.

Revenue may be used to fund
in-line item support and

Strategy # and Name

District Number:

District Name:

10% Admin/Indirect Costs

List proposed Administrative/Indirect **FIN 313** expenditures below. **No more than 10% of this**

UFARS Title	UFARS Code Required				Budgeted Amount
	ORG	PROG	FIN	OBJ	
Add the UFARS Code title from the UFARS manual to provide a short hand description of proposed expenditures.					List the total amount budgeted for this line item.
	002	790	313	390	\$4,660.00
Description: District A&I - P			313		
			313		
			313		
			313		
			313		
FIN 313 Total					\$4,660.00

Add lines **above** the **FIN 313 TOTAL** line to include those dollar amounts in proposed and approved

Improvement Funding Copy line items for improvement strategies and paste them into the A

Comments:

Comments: **ORG: 002**

PRO: 790

FIN: 313

OBJ: 390

Integration Budget

Costs

s budget's total revenue may be proposed or used for administrative or indirect costs. Read the A&I Budget			
Actual Amount	Budget Narrative - which strategy in your A&I plan does each line item support and how?		
Resubmit form with actual FY25 expenditures by 12/1/25.	Use this column to describe what will be purchased to implement A&I strategies, i.e. food, transportation, salary costs, etc. Your brief description should make it clear how the expenditure will implement the strategy. <i>Do not copy the strategy description from your plan.</i>	Goal #	Strategy # and Name
	A facilitator of the collaborative group from Pelican Rapids is paid for by each participating district. Pelican Rapids bills us for a pro rated portion	Eliminating Duplicate Programs	In our Integration Goals
			Pelican Rapids hires a fa
\$0.00			

proved revenue totals.

Admin/Indirect section of the Improvement Planning tab.

District Number:

District Name:

10% Admin/Indirect Costs

List proposed **FIN 318** Administrative/Indirect expenditures below. **No more than 10% of this Incentive revenue may be used to fund strategies that decrease racial and economic enroll**

UFARS Title	UFARS Code Required				Budgeted Amount
	ORG	PROG	FIN	OBJ	
Add the UFARS Code title from the UFARS manual to provide a short hand description of proposed expenditures.					List the total amount budgeted for this line item.
Pelican Rapids Collaboratioin administration annual funding			318		
			318		
			318		
			318		
			318		
			318		
FIN 318 Total					\$0.00

Add lines **above** the **FIN 318 TOTAL** line to include those dollar amounts in proposed and appr

Improvement Funding Copy line items for improvement strategies and paste them into the

Comments:

Integration Budget

Reduce Enrollment Disparities

--

budget's total revenue may be proposed or used for administrative or indirect costs. enrollment disparities in classes, schools, some programs, or between districts. Read the A&I Budget Narrative - which strategy in your A&I plan does it

Actual Amount	Budget Narrative - which strategy in your A&I plan does it	Goal#
Resubmit form with actual FY25 expenditures by 12/1/25.	Use this column to describe what will be purchased to implement A&I strategies, i.e. food, transportation, salary costs, etc. Your brief description should make it clear how the expenditure will implement the strategy. <i>Do not copy the strategy description from your plan.</i>	
\$0.00		

proved revenue totals.

Admin/Indirect section of the Improvement Planning tab.

l Budget Guide on the MDE
achieve item support and

Strategy # and Name

District Number:

District Name:

80% Direct Services to Students

List proposed **FIN 313** expenditures for direct student services for your district's Racially Identifiable Schools (RIS) plan that provide direct services to students. Read the A&I Budget Guide.

UFARS Title	UFARS Code Required				Budgeted Amount
	ORG	PROG	FIN	OBJ	
Add the UFARS Code title from the UFARS manual to provide a short hand description of proposed expenditures.			313		List the total amount budgeted for this line item.
			313		
			313		
			313		
			313		
			313		
			313		
			313		
			313		
FIN 313 TOTAL					\$0.00

Add lines **above** the FIN 313 TOTAL line to include those dollar amounts in proposed and approved.

Improvement Funding Copy line items for improvement strategies and paste them into the Dir

Comments:

Integration Budget

Direct Student Services Costs

table school(s) below. At least 80% of a district's proposed expenditures must be used in the MDE website for details.

Actual Amount	Budget Narrative - which strategy in your A&I plan does it address and how?	
Resubmit form with actual FY25 expenditures by 12/1/25.	Use this column to describe what will be purchased to implement A&I strategies, i.e. food, transportation, salary costs, etc. Your brief description should make it clear how the expenditure will implement the strategy. <i>Do not copy the strategy description from your plan.</i>	Goal #
\$0.00		

ed revenue totals.

ect Student Services section of the Improvement Planning tab.



DEPARTMENT OF EDUCATION

FY 2025 Achievement and

Racially Identifiable Schools: Direct Student

District Number:

District Name:

80% Direct Services to Students

List proposed FIN 318 expenditures for direct student services for your racially identifiable schools. Incentive revenue may be used to fund strategies that decrease racial achievement gaps.

UFARS Title	UFARS Code Required				Budgeted Amount
	ORG	PROG	FIN	OBJ	
Add the UFARS Code title from the UFARS manual to provide a short hand description of proposed expenditures.			318		List the total amount budgeted for this line item.
			318		
			318		
			318		
			318		
FIN 318 TOTAL					\$0.00

Add lines **above** the FIN 318 TOTAL line to include those dollar amounts in proposed and approved.

Improvement Funding Copy line items for improvement strategies and paste them into the Direct Student Services section.

Comments:

Integration Budget

it Service Costs to Reduce Enrollment Disparities

001(s) below. At least 80% of a district's proposed expenditures must be used for strategies to address economic enrollment disparities in classrooms, schools, some programs, or between districts. Budget narrative - which strategy in your A&I plan does it address?

Actual Amount	Budget Narrative - which strategy in your A&I plan does it address?	Goal #
Resubmit form with actual FY25 expenditures by 12/1/25.	Use this column to describe what will be purchased to implement A&I strategies, i.e. food, transportation, salary costs, etc. Your brief description should make it clear how the expenditure will implement the strategy. <i>Do not copy the strategy description from your plan.</i>	
\$0.00		

ed revenue totals.

ect Student Services section of the Improvement Planning tab.

egies that provide direct
define item support and

Strategy # and Name

District Number:

District Name:

20% Professional Development

On this worksheet list proposed FIN 313 expenditures for professional development for you
for PD costs that are part of a district's MDE-approved A&I plan. Read the A&I Budget Gui

UFARS Title	UFARS Code Required				Budgeted Amount
	ORG	PROG	FIN	OBJ	
Add the UFARS Code title from the UFARS manual to provide a short hand description of proposed expenditures.			313		List the total amount budgeted for this line item.
			313		
			313		
			313		
			313		
			313		
			313		
			313		
FIN 313 TOTAL					\$0.00

Add lines **above** the FIN 313 TOTAL line to include those dollar amounts in proposed and app

Improvement Funding Copy line items for improvement strategies and paste them into the

Comments:

Integration Budget
Personal Development Costs

--

If district's Racially Identifiable School(s), no more than 20% of a district's proposed expenditures may be used for the RISE program. See the RISE website for details.

Actual Amount	Budget Narrative - which strategy in your A&I plan does each line item support and how?		
Resubmit form with actual FY25 expenditures by 12/1/25.	Use this column to describe what will be purchased to implement A&I strategies, i.e. food, transportation, salary costs, etc. Your brief description should make it clear how the expenditure will implement the strategy. <i>Do not copy the strategy description from your plan.</i>	Goal #	Strategy # and Name
\$0.00			

proved revenue totals.

the Direct Student Services section of the Improvement Planning tab.

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District Number:
District Name:
20% Professional Development

 List proposed **FIN 318** expenditures for professional development for your district's Racially

UFARS Title	UFARS Code Required				Budgeted Amount
	ORG	PROG	FIN	OBJ	
Add the UFARS Code title from the UFARS manual to provide a short hand description of proposed expenditures.					List the total amount budgeted for this line item.
			318		
			318		
			318		
			318		
			318		
FIN 318 TOTAL					\$0.00

 Add lines **above** the **FIN 318 TOTAL** line to include those dollar amounts in proposed and ap

Improvement Funding Copy line items for improvement strategies and paste them into th

Comments:

Integration Budget

Annual Development Costs to Reduce Enrollment Disparities

Identifiable School(s) below. No more than 20% of a district's total proposed expenditures

Actual Amount	Budget Narrative - Which strategy in your A&I plan does it address and how?	
Resubmit form with actual FY25 expenditures by 12/1/25.	Use this column to describe what will be purchased to implement A&I strategies, i.e. food, transportation, salary costs, etc. Your brief description should make it clear how the expenditure will implement the strategy. <i>Do not copy the strategy description from your plan.</i>	Goal #
\$0.00		

Approved revenue totals.

See Direct Student Services section of the Improvement Planning tab.

ures may be used for PD
~~achieve item support and~~

Strategy # and Name

District Number:

District Name:

10% Admin/Indirect Costs

List proposed Administrative/Indirect **FIN 313** expenditures for your district's Racially Identif

UFARS Title	UFARS Code Required				Budgeted Amount
	ORG	PROG	FIN	OBJ	
Add the UFARS Code title from the UFARS manual to provide a short hand description of proposed expenditures.			313		List the total amount budgeted for this line item.
			313		
			313		
			313		
			313		
FIN 313 Total					\$0.00

Add lines **above** the FIN 313 TOTAL line to include those dollar amounts in proposed and app

Improvement Funding Copy line items for improvement strategies and paste them into the

Comments:

District Number:

District Name:

10% Admin/Indirect Costs

List proposed **FIN 318** Administrative/Indirect expenditures for your district's Racially Identifi

UFARS Title	UFARS Code Required				Budgeted Amount
	ORG	PROG	FIN	OBJ	
Add the UFARS Code title from the UFARS manual to provide a short hand description of proposed expenditures.			318		List the total amount budgeted for this line item.
			318		
			318		
			318		
			318		
			318		
			318		
FIN 318 Total					\$0.00

Add lines **above** the **FIN 318 TOTAL** line to include those dollar amounts in proposed and app

Improvement Funding Copy line items for improvement strategies and paste them into the

Comments:

Integration Budget

Administrative/Indirect Costs to Reduce Enrollment Disparities

Table School(s) below. No more than 10% of of your total revenue may be budgeted or used for administrative

Actual Amount	Budget Narrative - Which strategy in your A&I plan does each line item	
Resubmit form with actual FY25 expenditures by 12/1/25.	Use this column to describe what will be purchased to implement A&I strategies, i.e. food, transportation, salary costs, etc. Your brief description should make it clear how the expenditure will implement the strategy. <i>Do not copy the strategy description from your plan</i>	Goal #
\$0.00		

Approved revenue totals.

Direct Student Services section of the Improvement Planning tab.

ative or indirect costs.
n support and how?
Strategy # and Name

INDEPENDENT SCHOOL DISTRICT #22
FINANCE COMMITTEE MEETING AGENDA
Finance Committee Meeting - February 22, 2024

Members Present:

Mary Rotter Ethan Walz Mickey Okeson Mark Jenson Jason Kuehn
Josh Omang Trisha Mariotti

A Finance Committee Meeting was held on Thursday, February 22, 2024 at the District Office. The agenda was as follows:

1. Fund Balances Review

Director of Finance Kuehn reviewed the fund balances through the month of January and receipts for the month of January. District expenditures and revenues through January were reviewed in comparison to the budget.

2. Review of Disbursements

Two sets of disbursement were reviewed by the Finance Committee. The committee recommends approval of the hand payables for January. The committee also recommends approval of the check summaries for February 12th and February 26th

3. Agent of Record - Insurance Services RFP Update

The committee reviewed the RFP timeline and finalized interview dates with entities that have submitted proposals. Final submissions are due on by February 23rd and the committee will complete the selection process by the March board meeting.

4. FY24 Revised Budget Discussion

Kuehn reviewed preliminary revisions for the FY24 budget, including updates to all projected expenditures and revenues for Funds 01, 02, and 04. Finalized revisions will be presented to the Finance Committee and School Board in March.

Next Meeting: Wednesday, March 20th, 2024 at 12:00 PM (District Office)



Wellness Committee Agenda
Wednesday, February 21, 3:45-4:30 pm
Middle School Collaborative Meeting Space

- 1) Policy 533- Wellness/Nutrition Policy Revisions**

- 2) High School Target Group- Andrea**

- 2) Triennial Assessment**

- 3) Dental Update**

Members Present:

**Cami Eckhoff, Maria Amundson, Mary Rotter, Jason Kuehn, Andrea
Danda, Anne Skjold, Trisha Mariotti, Kylie Johnson, Karen Nitzkowski**