



South St. Paul School Board Meeting

Tuesday, May 27, 2025 6:00 PM

CITY HALL, 125 THIRD AVENUE NORTH, South St Paul, Minnesota 55075

I. ROLL CALL and PLEDGE OF ALLEGIANCE

II. APPROVAL OF MEETING AGENDA/MINUTES

II.A. School Board Meeting Agenda, May 27, 2025

II.B. Work Session, Special Meeting and Stakeholder Comments to the Board Minutes for May 12, 2025

III. QUALITY-IN-ACTION and REPORTS

III.A. **Quality-in-Action: 25-Year Employee Recognition:** Heidi Mogollon, Erika Ryan, Brenda Miller and Joleen Macoich. (Admin)

III.B. **Quality-in-Action: 2024-25 Retiree Recognition:** Margaret Palumbo, Robert Peterfeso, Lavonne Francis, Catherine Rue and Kris Weinfurtner. (Admin)

III.C. **Student School Board Representative Report:** Amal and Jackson will provide an update on recent events, activities and other informational items. (A. Fickak and J. Schultz)

III.D. **Quality-in-Action:** Activities Director Brady Krueger along with the spring coaches and advisors, will highlight their respective seasons and students. (B. Krueger)

III.E. **Report:** Chair Kim Humann will highlight the Stakeholder Comments to the Board submissions. (K. Humann)

III.F. **Report:** School Board members will highlight items from the Board's Work Sessions. (Board)

III.G. **Report:** Superintendent Zambreno will provide highlights from around the District. (B. Zambreno)

IV. CONSENT ITEMS

IV.A. Financial Claims: Bills Payable

IV.B. Staffing: Appointments, Resignations, Transfers, Retirements, Abolishments, and Leaves

V. **POLICY REVIEW**

V.A. **Approval:** The following policies are on their final review:

V.A.1.#404 - Employment Background Checks

V.A.2.#406 - Public and Private Personnel Data

V.A.3.#408 - Subpoena of a School District Employee

V.A.4.#410 - Family and Medical Leave Act

V.A.5.#413 - Harassment and Violence

V.A.6.#506 - Student Discipline

V.A.7.#617 - Early Admission

V.A.8.#620 - Credit for Learning

V.A.9.#624 - Online Instruction

VI. **BUSINESS ITEMS**

VI.A. Approval, for the South St. Paul School Board to approve the MSHSL Membership Resolution. (B. Krueger)

VI.B. Approval, for the South St. Paul School Board to approve the 2025-30 Strategic Plan. (B. Zambreno)

VI.C. Approval, for the South St. Paul School Board to approve the Acceptance of Gifts Resolution. (R. Chhoth)

VI.D. Approval, for the South St. Paul School Board to approve the Resolution Approving Intermediate School District No. 917's Long-Term Facility Maintenance Program Budget and Authorizing the Inclusion of a Proportionate Share of those Projects in the District's Application for Long-Term Facility Maintenance Revenue. (R. Chhoth)

VI.E. Approval, for the South St. Paul School Board to approve the Resolution Relating to the Non-Renewal of Limited Contract/Long-Term Substitute Teachers (J. Milteer)

VI.F. Approval, for the South St. Paul School Board to approve the Continuing Teacher Contracts as presented for 2025-26. (J. Milteer)

VI.G. Approval, for the South St. Paul School Board to approve the Resolution Relating to the Non-Renewal of Probationary Non-Instructional Staff. (J. Milteer)

VI.H. Approval, for the South St. Paul School Board to approve the Resolution to Place Individuals within the Office and Professional Employee Group on Layoff Due to Position Elimination. (J. Milteer)

VI.I. Approval, for the South St. Paul School Board to approve the Resolution to Recall Kristin Rodenberg, Office and Professional Employee, from Layoff. (J. Milteer)

VI.J. Approval, for the South St. Paul School Board to approve the South Suburban Adult Basic Education Consortium. Agreement between South St. Paul Public Schools SSD #6, Inver Grove Heights ISD #199 and West St. Paul, Mendota Heights, Eagan ISD #197 for the time period of July 1, 2025 to June 30, 2026. (A. Winter)

VII. INFORMATIONAL ITEMS

VII.A. Board Members' Reports/Committee Updates/Where Have You Seen a Passion: Board members will report on recent educational activities/events in which they have participated as well as other informational items.

VIII. ADJOURNMENT



SOUTH ST. PAUL PUBLIC SCHOOLS

Special School District No. 6

Work Session - May 12, 2025

The School Board Work Session for South St. Paul Public Schools, Special School District 6, was held in the District Office Conference Room on Monday, May 12, 2025. Chair Kim Humann called the meeting to order at 5:00 PM with six Board members present: W. Felton, Claflin, Cumings, T. Felton, Weber, and Humann. Director Duffy was absent. Superintendent Dr. Brian Zambreno and several staff members were also present.

Human Resources

Human Resources Director Joel Milteer presented a resolution recommending the non-renewal of certain probationary teacher contracts. Each year, a number of probationary teachers were released due to factors such as student-driven scheduling changes, enrollment shifts, budget reductions, curriculum adjustments, licensure issues, mid-year placements, and performance concerns. The resolution outlined the termination of contracts for the listed probationary teachers, effective at the end of the 2024–2025 school year, with no renewal for the 2025–2026 school year.

Student Teacher Agreement:

Director Milteer reported that student teacher placement agreements have been coordinated between South St. Paul Public Schools and two institutions: Northwestern University and Inver Hills Community College. These agreements, set to begin in September 2025, require formal approval by both parties to finalize the placements. Each agreement aligns with South St. Paul Public Schools' Student Teaching Policy #437.

Department Update

During the Work Session on Monday, May 12, the District Cabinet team provided brief updates on key work occurring within each department. The purpose of these updates was to highlight current priorities, progress, and focus areas across the district. The information shared served to keep the Board informed and offered a snapshot of the ongoing work supporting South St. Paul's schools, staff, and students.

School Board

Lisa Brandecker presented the Education Identity and Access Management (EDIAM) Resolution designating Dr. Brian Zambreno as the District's Identified Official With Authority (IOwA) for management of the EDIAM system. The Minnesota Department of Education (MDE), the Professional Educator Licensing and Standards Board (PELSB), and the Office of Higher Education (OHE) required the annual designation of an Identified Official with Authority (IOwA) for each local educational agency utilizing the Education Identity Access Management (EDIAM) system. The IOwA was responsible for

authorizing, reviewing, and recertifying user access in accordance with the State of Minnesota Enterprise Identity and Access Management Standard, which mandated that all user access rights to Minnesota state systems be reviewed and recertified at least annually. The IOwA is tasked with authorizing access to secure state education systems based on users' assigned job duties and revoking access when it is no longer necessary for the performance of those duties. This resolution will go before the Board for approval this evening.

Public Relations and Community Engagement

The School Board discussed opportunities to collaborate with students, staff, families, and the broader South St. Paul community to advance the district's mission and vision. To support communication and planning, Lisa Brandecker, Manager of Administrative Services and Communications, developed a Calendar of Events to provide Board members with insight into key end-of-year activities. The document will be updated as new events and opportunities arise.

The South St. Paul School Board recessed at 5:47 PM to begin the Special Board Meeting and the Stakeholder Comments to the Board session. The work session resumed at 6:40 PM.

Board Committee Updates

Board members provided updates on the various committees in which they serve.

Adjourn

The South St. Paul School Board adjourned the May 12, 2025, work session at 7:03 PM.

Official Board Minutes are available in the
District Office at 104 - 5th Ave. S. - South St. Paul

Respectfully Submitted by:

Lisa Brandecker, Acting Secretary-Clerk
Board of Education



SOUTH ST. PAUL PUBLIC SCHOOLS

Special School District No. 6

May 12, 2025

The Special meeting of the School Board, Special School District No. 6, South St. Paul, was held in the District Office Conference Room on Monday, May 12, 2025. Chair Kim Humann called the meeting to order at 5:48 PM with six Board members present for roll call: W. Felton, Claflin, Cumings, T. Felton, Weber, and Humann. Director Duffy was absent. Superintendent Dr. Brian Zambreno and several staff were also present.

AGENDA AND MINUTES

By Director W. Felton

Seconded by Director Claflin

That the South St. Paul School Board approve the May 12, 2025, Special School Board meeting agenda.

That the South St. Paul School Board approves the Work Session and Regular Meeting Minutes for March 31, 2025; Work Session and Special Meeting Minutes for April 14, 2025; and Special Work Session Minutes for April 22, 2025.

Motion carried (6-0)

CONSENT ITEMS

By Director Weber

Seconded by Director Claflin

A. Staffing: Appointments, Resignations, Transfers, Retirements, Abolishments, and Leaves

Motion Carried (6-0)

POLICY

By Director Claflin

Seconded by Director Weber

Approval, of the following policies that have been under review for three consecutive meetings:

1. #605 - Alternative Educational Services
2. #611 - Home Schooling
3. #304 - Superintendent Contract, Duties and Evaluation
4. #402 - Disability Nondiscrimination Policy
5. #403 - Discipline, Suspension, and Dismissal of School District Employees
6. #405 - Veteran's Preference
7. #407 - Employee Right to Know – Exposure to Hazardous Substances
8. #409 - Staff Participation in Political Activities
9. #436 - Nepotism

10. #806 - Crisis Management
Motion carried (6-0)

Review: The following policies are on their second of three reviews:

1. #506 - Student Discipline
2. #617 - Early Admission
3. #620 - Credit for Learning
4. #624 - Online Instruction
5. #404 - Employment Background Checks
6. #406 - Public & Private Personnel Data
7. #408 - Subpoena of a School District Employee
8. #410 - Family & Medical Leave Act
9. #413 - Harassment and Violence

BUSINESS ITEMS

By Director Weber Seconded by Director W. Felton
Approval, for the South St. Paul School Board to approve the Education Identity and Access Management Board Resolution.
Motion carried 6 yeas - Claflin, Cumings, T. Felton, Weber, W. Felton, Humann
0 nays

By Director Claflin Seconded by Director Weber
Approval, for the South St. Paul School Board to approve the Resolution Relating to the Non-Renew Probationary Teachers for the 2025-26 school year.
Motion carried 6 yeas - T. Felton, Weber, W. Felton, Claflin, Cumings, Humann
0 nays

By Director W. Felton Seconded by Director Claflin
Approval, for the South St. Paul School Board to approve the 2025-26 Student Teaching Agreement between Northwestern University and South St. Paul Public Schools.
Motion carried (6-0)

By Director Cumings Seconded by Director Claflin
Approval, for the South St. Paul School Board to approve the 2025-26 Student Teacher Agreement between Inver Hills Community College and South St. Paul Public Schools.
Motion carried (6-0)

CLOSED SESSION

By Director W. Felton Seconded by Director Claflin
Approval for the School Board to move to a closed session per the Open Meeting Law (Minn. Stat. § 13D.03) for Teachers negotiations.

Motion carried (6-0)

Closed Session officially began at 6:00 PM.

Members present: Directors T. Felton, W. Felton, Humann, Laliberte, Weber, and Claflin as well as Superintendent Brian Zambreno, Human Resource Director Joel Milteer, and Finance Director Ra Chhoth.

ADJOURN

By Director Claflin

Seconded by Director Weber

That the School Board moves to open the closed session and adjourned the May 12, 2025, special meeting at 6:19 PM.

Motion carried (6-0)

Official Board Minutes are available in the
District Office at 104 - 5th Ave. S. - South St. Paul

Respectfully Submitted by:

Lisa Brandecker, Acting Secretary-Clerk
Board of Education



SOUTH ST. PAUL PUBLIC SCHOOLS

Special School District No. 6

Stakeholder Comments to the Board - May 12, 2025

The Stakeholder Comments to the Board for South St. Paul Public Schools, Special School District 6, was held in the District Office Conference Room on Monday, May 12, 2024. Chair Kim Humann called the meeting to order at 6:30 PM with six Board members present: W. Felton, Claflin, Cumings, T. Felton, Weber, and Humann. Director Duffy was absent. Superintendent Dr. Brian Zambreno and several staff members were also present.

Stakeholder Comments

During the Stakeholder Comments section of the Special Board Meeting, two individuals addressed the Board on the following topics:

1. Academic support and opportunities for students to be college-ready.
2. Roosevelt Tennis Courts are in poor shape and need to be resurfaced.

Adjourn

The South St. Paul School Board adjourned the May 12, 2025, Stakeholder Comments to the Board at 6:39 PM.

Official Board Minutes are available in the
District Office at 104 - 5th Ave. S. - South St. Paul

Respectfully Submitted by:

Lisa Brandecker, Acting Secretary-Clerk
Board of Education



SOUTH ST. PAUL PUBLIC SCHOOLS
School Board Agenda Item

Place on Agenda: Regular Meeting Reports

Action Requested: Approval

Attachment: None

Topic: Stakeholder Comments to the Board

Presenter(s): Board Chair

Stakeholder Comment to the Board Opportunities

The South St. Paul School Board provides the following opportunities for community members to address the board:

- **In-Person** on the first meeting date of each month according to the schedule listed on the [district's website](#). Stakeholder Comments to the Board sessions are held at the District Office (104 - 5th Avenue South) beginning at 6:30PM.
- **Electronic form Submissions** are accepted on all meeting dates listed on the [district's website](#). Click [here](#) to submit a Stakeholder Comment tot the Board.
 - Form submissions will be acknowledged by the Board Chair and/or Superintendent on-air during the regular business meeting. The Board Chair and/or Superintendent will also follow-up personally with the individuals submitting a Stakeholder Comment to the Board form.

Stakeholder Comments

At the Regular Business Meeting, the Board Chair will provide an overview of the following Stakeholder Comments to the Board submissions from May 12, 2025:

1. Academic support and opportunities for students to be college-ready.
2. Roosevelt Tennis Courts are in poor shape and need to be resurfaced.

Passionate Learners Positively Changing Our World



SOUTH ST. PAUL PUBLIC SCHOOLS
School Board Agenda Item

Place on Agenda: Reports

Action Requested: None

Attachment: None

Topic: Work Session Meeting Update
Presenter(s): Board
Background: School Board members will highlight items from the Work Session meeting.
Recommendation: N/A
Alternatives: N/A

Passionate Learners Positively Changing Our World



SOUTH ST. PAUL PUBLIC SCHOOLS

School Board Agenda Item

Place on Agenda: Reports

Action Requested: None

Attachment: None

Topic: Superintendent's Update
Presenter(s): Dr. Brian Zambreno, Superintendent
Background: Superintendent Zambreno will provide highlights from around the District.
Recommendation: N/A
Alternatives: N/A



Meeting Date: May 27, 2025

Place on Agenda: Consent Items

Action Requested: Approval

Attachment: Financials – Bills Payable

Topic: Financials – Bills Payable
Presenter(s): Chair
Background: It is the policy of the school district to maintain its records so that they will be available for inspection by members of the general public and to provide for the publication of its official proceedings in compliance with law.
Recommendation: Administration recommends the approval of the attached financial statement.
Alternatives: N/A

Passionate Learners Positively Changing Our World

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NUMBER	TYP	AMOUNT	DATE	VENDOR
208332	R	529.98	04/24/2025	A PARTS WAREHOUSE
208333	R	335.00	04/24/2025	A+ DRIVING SCHOOL
208334	R	38.34	04/24/2025	ACE HARDWARE & PAINT
208335	R	523.74	04/24/2025	ADVANCED SPORTSWEAR LLC
208336	R	2,166.85	04/24/2025	AMAZON CAPITAL SERVICES
208337	R	1,312.80	04/24/2025	AMERGIS HEALTHCARE STAFFING INC
208338	R	7,701.00	04/24/2025	AMPERSAND THERAPY LLC
208339	R	50.00	04/24/2025	BOOKLER, PATRICK
208340	R	3,562.65	04/24/2025	CANON FINANCIAL SERVICES
208341	R	729.70	04/24/2025	CAPITAL ONE TRADE CREDIT
208342	R	8,130.00	04/24/2025	CEL PUBLIC RELATIONS INC
208343	R	2,300.00	04/24/2025	CESO FINANCE LLC
208344	R	630.00	04/24/2025	CESO TRANSPORTATION LLC
208345	R	68.18	04/24/2025	CINTAS
208346	R	65.00	04/24/2025	CITICARGO & STORAGE
208347	R	3.96	04/24/2025	CLASSEN, GLORIA
208348	R	937.50	04/24/2025	COMPLETE MUSIC
208349	R	1,784.73	04/24/2025	CONVERGINT TECHNOLOGIES LLC
208350	R	81.52	04/24/2025	CULLIGAN-MILBERT COMPANY
208351	R	1,796.00	04/24/2025	DASH SPORTS LLC
208352	R	675.00	04/24/2025	DEWALD, RINA
208353	R	4,802.10	04/24/2025	EGAN
208354	R	2,218.75	04/24/2025	FIELD ENVIROMENTAL CONSULTING
208355	R	263.76	04/24/2025	FIRST SUPPLY LLC - TWIN CITIES
208356	R	1,676.00	04/24/2025	GERTEN GREENHOUSES & GARDEN CENTER
208357	R	300.00	04/24/2025	GOAL GETTERS ACADEMY
208358	R	834.41	04/24/2025	GRAINGER INC
208359	R	12,218.05	04/24/2025	GRAPHIC EDGE DBA GAME ONE
208360	R	1,275.00	04/24/2025	HAWKEYE BUILDING AUTOMATION
208361	R	90.00	04/24/2025	HEASTON, JAMESON
208362	R	1,629.27	04/24/2025	HORIZON COMMERCIAL POOL SUPPLY
208363	R	57.08	04/24/2025	HUESER, DARLENE
208364	R	1,846.60	04/24/2025	INDIANHEAD FOODSERVICE DISTRIBUTOR INC
208365	R	42.10	04/24/2025	JOSTENS
208366	R	99.83	04/24/2025	LEPPLA, MIN
208367	R	835.00	04/24/2025	LINDENMEYR MUNROE
208368	R	170.81	04/24/2025	MACKIN EDUCATIONAL RESOURCES
208369	R	250.00	04/24/2025	MAHTOMEDI HIGH SCHOOL
208370	R	100.00	04/24/2025	MCCABE, MOLLY
208371	R	129.99	04/24/2025	MCMASTER-CARR SUPPLY COMPANY
208372	R	2,520.00	04/24/2025	MERIDIAN CONSULTING/DAVID SLOMKOWSKI
208373	R	382.97	04/24/2025	MINNESOTA AIR
208374	R	427.50	04/24/2025	MN UMPIRE ASSOCIATION LTD
208375	R	3,205.00	04/24/2025	MUSIC THEATRE INTERNATIONAL
208376	R	1,370.00	04/24/2025	NASSEFF MECHANICAL CONTRACTORS
208377	R	11,274.48	04/24/2025	NORTHLINE TRANSPORTATION
208378	R	140.00	04/24/2025	NOVAK, JANICE
208379	R	17.09	04/24/2025	OXYGEN SERVICE CO INC
208380	R	4,532.72	04/24/2025	PROFESSIONAL WIRELESS COMMUNICATIONS
208381	R	3,826.27	04/24/2025	QUALITY LOCKSMITH SERVICE
208382	R	770.88	04/24/2025	RECYCLE TECHNOLOGIES
208383	R	50.00	04/24/2025	ROSSOW, THEODORE
208384	R	79,488.02	04/24/2025	SAFEWAY BUS COMPANY
208385	R	250.00	04/24/2025	SCHMEICHEL, RUSSELL
208386	R	4,593.89	04/24/2025	SCHMITTY & SONS TRANSPORTATION
208387	R	1,376.64	04/24/2025	SCHOLASTIC BOOK FAIRS

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NUMBER	TYP	AMOUNT	DATE	VENDOR
208388	R	5,132.21	04/24/2025	SCHOOL HEALTH CORPORATION
208389	R	849.11	04/24/2025	SCHOOL SPECIALTY LLC
208390	R	355.91	04/24/2025	SHRED RIGHT
208391	R	302.55	04/24/2025	SOUTH ST PAUL STEEL
208392	R	390.00	04/24/2025	SPEECHWIRE TOURNAMENT SERVICES
208393	R	3,218.57	04/24/2025	SPRIGGS PLUMBING & HEATING INC
208394	R	168.85	04/24/2025	STACK-JOHNSON, SUSAN
208395	R	782.00	04/24/2025	STAGE PARTNERS
208396	R	1,500.00	04/24/2025	SUNBELT RENTALS
208397	R	4,165.25	04/24/2025	SUNBELT STAFFING
208398	R	78,904.77	04/24/2025	TEACHERS ON CALL
208399	R	5,509.54	04/24/2025	TWIN CITY JANITOR SUPPLY INC
208400	R	4,190.25	04/24/2025	TWO RIVERS HS ACTIVITIES
208401	R	1,000.00	04/24/2025	WAYZATA RESULTS
208402	R	975.96	04/24/2025	ZEN EDUCATE
208403	R	461.50	04/30/2025	LOCAL #70
208404	R	1,051.00	04/30/2025	MINNESOTA CHILD SUPPORT PAYMENT CENTER
208405	R	96.00	04/30/2025	NCPERS GROUP LIFE INS
208406	R	240.25	04/30/2025	OFFICE AND PROF EMPLOYEES UNION
208407	R	12,887.91	04/30/2025	SOUTH ST PAUL TEACHER'S ASSOCIATION
208408	R	5.00	04/30/2025	SOUTH ST PAUL OPEN FOUNDATION
208409	R	60.00	04/30/2025	SOUTH ST PAUL EDUCATION FOUNDATION
208410	R	1,368.06	04/30/2025	SSP EASRP
208411	R	12.50	04/30/2025	WI SCTF
208412	R	8,710.00	05/07/2025	A+ DRIVING SCHOOL
208413	R	8,643.00	05/07/2025	ACT
208414	R	8,440.00	05/07/2025	ACTIVE INTERNET TECHNOLOGIES
208415	R	667.50	05/07/2025	ADWEAR SPECIALTIES INC
208416	R	10,860.20	05/07/2025	ALLSTREAM
208417	R	2,134.08	05/07/2025	AMAZON CAPITAL SERVICES
208418	R	1,273.20	05/07/2025	AMERGIS HEALTHCARE STAFFING INC
208419	R	29,633.25	05/07/2025	AMPERSAND THERAPY LLC
208420	R	10,296.93	05/07/2025	ARVIG
208421	R	750.00	05/07/2025	BACKUPIFY
208422	R	2,889.22	05/07/2025	BIMBO BAKERIES USA
208423	R	1,855.85	05/07/2025	CATALYST SOURCING SOLUTIONS
208424	R	9,465.00	05/07/2025	CEL PUBLIC RELATIONS INC
208425	R	5,850.00	05/07/2025	CESO FINANCE LLC
208426	R	99.75	05/07/2025	CHROMEBOOKPARTS.COM
208427	R	2,994.92	05/07/2025	CINTAS
208428	R	7,702.61	05/07/2025	CITY OF SOUTH ST PAUL - UTILITIES
208429	R	248.00	05/07/2025	CLIA LABORATORY PROGRAM
208430	R	350.00	05/07/2025	COMPLETE WEDDINGS + EVENTS
208431	R	211.50	05/07/2025	COMPUTER INTEGRATION TECHNOLOGIES
208432	R	361.60	05/07/2025	CONTINENTAL CLAY CO
208433	R	71.00	05/07/2025	CONTINUA INTERIORS OF MINNESOTA LLC
208434	R	7,182.51	05/07/2025	DAKOTA COUNTY PT&R
208435	R	3,622.00	05/07/2025	DASH SPORTS LLC
208436	R	340.00	05/07/2025	ECSI
208437	R	4,331.25	05/07/2025	EDFINMN LLC
208438	R	425.14	05/07/2025	EDUCATORS BENEFIT CONSULTANTS LLC
208439	R	3,550.00	05/07/2025	EHLERS & ASSOCIATES
208440	R	47.60	05/07/2025	FARNSWORTH, JEANNINE
208441	R	4,800.00	05/07/2025	GOAL GETTERS ACADEMY
208442	R	467.95	05/07/2025	GRAPHIC EDGE DBA GAME ONE
208443	R	363.90	05/07/2025	GROTH MUSIC CO

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NUMBER	TYP	AMOUNT	DATE	VENDOR
208444	R	540.00	05/07/2025	GUTZMAN, DEBRA
208445	R	23.80	05/07/2025	HUESER, DARLENE
208446	R	201,717.67	05/07/2025	IND SCHOOL DISTRICT 197/COMMUNITY ED
208447	R	72,022.69	05/07/2025	IND SCHOOL DISTRICT 199/COMMUNITY ED
208448	R	200.00	05/07/2025	IND SCHOOL DISTRICT #883
208449	R	1,164.96	05/07/2025	INDIANHEAD FOODSERVICE DISTRIBUTOR INC
208450	R	2,799.70	05/07/2025	INTERMEDIATE DISTRICT #917
208451	R	160.54	05/07/2025	LAKESHORE LEARNING MATERIALS
208452	R	67.41	05/07/2025	LEPPLA, MIN
208453	R	415.80	05/07/2025	LILY OF THE LIGHT LLC
208454	R	1,670.00	05/07/2025	LINDENMEYR MUNROE
208455	R	206.10	05/07/2025	LINK INTERPRET
208456	R	3,300.00	05/07/2025	METROPOLITAN STATE UNIVERSITY
208457	R	170.00	05/07/2025	MN COUNCIL OF TEACHERS OF MATHEMATICS
208458	R	1,512.20	05/07/2025	NETWORK SERVICES COMPANY
208459	R	36,276.67	05/07/2025	NORTHLINE TRANSPORTATION
208460	R	6,239.85	05/07/2025	ORIGINAL WORKS YOURS INC
208461	R	3,437.50	05/07/2025	PAIGE PSYCHOLOGICAL CONSULTING LLC
208462	R	25.50	05/07/2025	PIEKARSKI, DIAN
208463	R	128.68	05/07/2025	PITNEY BOWES INC PURCHASE POWER
208464	R	36.00	05/07/2025	PIXEL PRESS TEHCNOLOGIES LLC
208465	R	435.41	05/07/2025	PLUNKETT'S PEST CONTROL
208466	R	400.20	05/07/2025	POVOLNY, KATHLEEN
208467	R	113.97	05/07/2025	REALLY GOOD STUFF
208468	R	352.75	05/07/2025	RENT N SAVE
208469	R	1,849.07	05/07/2025	SCHOLASTIC BOOK FAIRS
208470	R	560.12	05/07/2025	SCHOOL SPECIALTY LLC
208471	R	8,142.95	05/07/2025	SQUIRES WALDSPURGER & MACE PA
208472	R	225.00	05/07/2025	ST ANTHONY VILLAGE HIGH SCHOOL
208473	R	720.00	05/07/2025	ST CROIX PREPARATORY ACADEMY
208474	R	848.94	05/07/2025	ST PAUL PUBLISHING COMPANY
208475	R	84.15	05/07/2025	ST PAUL PIONEER PRESS
208476	R	10,685.17	05/07/2025	ST PAUL BEVERAGE SOLUTIONS
208477	R	183.21	05/07/2025	STACK-JOHNSON, SUSAN
208478	R	21,109.55	05/07/2025	STANDARD INSURANCE COMPANY
208479	R	8,842.00	05/07/2025	SUNBELT STAFFING
208480	R	1,316.28	05/07/2025	T-MOBILE
208481	R	425.00	05/07/2025	THE SCENE
208482	R	29,044.00	05/07/2025	TRAFERA HOLDINGS LLC
208483	R	8,007.36	05/07/2025	TRIO SUPPLY CO
208484	R	43,507.69	05/07/2025	UPPER LAKES FOODS
208485	R	1,477.46	05/07/2025	WILLIAM V MACGILL & COMPANY
208486	R	13,561.20	05/07/2025	WYEBOT INC
208487	R	16,320.62	05/07/2025	XCEL ENERGY
208488	R	389.31	05/07/2025	ZEN EDUCATE
208489	R	461.50	05/15/2025	LOCAL #70
208490	R	1,051.00	05/15/2025	MINNESOTA CHILD SUPPORT PAYMENT CENTER
208491	R	240.25	05/15/2025	OFFICE AND PROF EMPLOYEES UNION
208492	R	12,887.91	05/15/2025	SOUTH ST PAUL TEACHER'S ASSOCIATION
208493	R	5.00	05/15/2025	SOUTH ST PAUL OPEN FOUNDATION
208494	R	60.00	05/15/2025	SOUTH ST PAUL EDUCATION FOUNDATION
208495	R	1,308.19	05/15/2025	SSP EASRP
208496	R	12.50	05/15/2025	WI SCTF
208497	R	8,897.00	05/16/2025	360 COMMUNITIES
208498	R	59.00	05/16/2025	ABAMATH LLC
208499	R	13.95	05/16/2025	ACE HARDWARE & PAINT

CHECK CHE		CHECK		
NUMBER	TYP	AMOUNT	DATE	VENDOR
208500	R	49.50	05/16/2025	ALEXANDER, SAMANTHA
208501	R	454.49	05/16/2025	AMAZON CAPITAL SERVICES
208502	R	2,436.40	05/16/2025	AMERGIS HEALTHCARE STAFFING INC
208503	R	359.40	05/16/2025	AMERICAN FLAGPOLE & FLAG CO
208504	R	24,021.90	05/16/2025	AMPERSAND THERAPY LLC
208505	R	10,374.73	05/16/2025	ARVIG
208506	R	3,741.15	05/16/2025	BIX PRODUCE COMPANY
208507	R	3,885.00	05/16/2025	BRIDGEPOINT GLASS
208508	R	69.54	05/16/2025	CINTAS
208509	R	65.00	05/16/2025	CITICARGO & STORAGE
208510	R	2,772.62	05/16/2025	CITY OF SOUTH ST PAUL - UTILITIES
208511	R	311.20	05/16/2025	CONQUER NINJA GYMS
208512	R	230.08	05/16/2025	CONVERGINT TECHNOLOGIES LLC
208513	R	118.73	05/16/2025	CULLIGAN-MILBERT COMPANY
208514	R	1,175.00	05/16/2025	DEWALD, RINA
208515	R	188.12	05/16/2025	FIRST SUPPLY LLC - TWIN CITIES
208516	R	213.54	05/16/2025	GRAINGER INC
208517	R	101.32	05/16/2025	GRAYBAR
208518	R	14.36	05/16/2025	GROTH MUSIC CO
208519	R	960.00	05/16/2025	HAMMER SPORTS LLC
208520	R	11,250.00	05/16/2025	HAWKEYE BUILDING AUTOMATION
208521	R	118.09	05/16/2025	HOME DEPOT CREDIT SERVICES
208522	R	10,387.50	05/16/2025	HRM HELPS LLC
208523	R	129.62	05/16/2025	IMAGES BY DESIGN
208524	R	1,539.25	05/16/2025	INDIANHEAD FOODSERVICE DISTRIBUTOR INC
208525	R	30.30	05/16/2025	JASPER, MATT
208526	R	150.00	05/16/2025	JOHNSON, DIANNA
208527	R	248.00	05/16/2025	JOSTENS
208528	R	1,575.00	05/16/2025	KAPPENMAN, JENNIE
208529	R	2,250.00	05/16/2025	LAWRENCE, COLETTE
208530	R	537.67	05/16/2025	LIGHTNING DISPOSAL INC
208531	R	810.00	05/16/2025	LIND MARKETING
208532	R	2,766.50	05/16/2025	LINDENMEYR MUNROE
208533	R	205.40	05/16/2025	LINK INTERPRET
208534	R	190.19	05/16/2025	MACKIN EDUCATIONAL RESOURCES
208535	R	344.00	05/16/2025	MEDICINE LAKE TOURS
208536	R	644.72	05/16/2025	MIDWEST MACHINERY CO
208537	R	13.00	05/16/2025	MINNESOTA LOCKS
208538	R	386.43	05/16/2025	MINNESOTA POLLUTION CONTROL AGENCY
208539	R	210.00	05/16/2025	MN SCHOOL BOARDS ASSOCIATION
208540	R	3,529.53	05/16/2025	MUSKEGON HEIGHTS SOLAR LLC
208541	R	3,889.04	05/16/2025	NEO ELECTRIC SOLUTIONS
208542	R	5,591.02	05/16/2025	NITTI SANITATION
208543	R	271.77	05/16/2025	PEARSON
208544	R	631.80	05/16/2025	POMP'S TIRE SERVICE
208545	R	920.30	05/16/2025	POSTMASTER, SOUTH ST PAUL
208546	R	113,142.36	05/16/2025	SAFEWAY BUS COMPANY
208547	R	795.00	05/16/2025	SCHOOL BOARD SUPPORT SERVICES
208548	R	220.00	05/16/2025	SCHWEITZER, MEGHAN
208549	R	2,900.00	05/16/2025	SETHURAJU, RAJ
208550	R	231.11	05/16/2025	SHERWIN WILLIAMS CO
208551	R	1,980.00	05/16/2025	STOCKTON, STEPHANIE
208552	R	5,696.00	05/16/2025	SUNBELT STAFFING
208553	R	4,797.80	05/16/2025	TEAMWORKS INTERNATIONAL INC
208554	R	138,396.46	05/16/2025	TRANSPORTATION & DELIVERY INC
208555	R	1,651.28	05/16/2025	TWIN CITY JANITOR SUPPLY INC

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NUMBER	TYP	AMOUNT	DATE	VENDOR
208556	R	446.40	05/16/2025	TWIN CITY HARDWARE CO
208557	R	53,123.57	05/16/2025	UPPER LAKES FOODS
208558	R	4,355.00	05/16/2025	VCI ENVIRONMENTAL, INC.
208559	R	346.98	05/16/2025	VESTIS GROUP INC
208560	R	2.00	05/16/2025	WEEKS, JESSICA
208561	R	6,931.74	05/16/2025	XCEL ENERGY
208562	R	2,160.00	05/16/2025	ZEN EDUCATE
202400405	W	48,879.45	04/30/2025	MINNESOTA PAYROLL TAXES
202400406	W	291,962.48	04/30/2025	FEDERAL PAYROLL TAXES
202400407	W	945.00	04/30/2025	MN DEPT OF REVENUE
202400408	W	49,988.82	04/30/2025	PERA
202400409	W	58,368.10	04/30/2025	TSA/ACH DEDUCTION
202400410	W	150,821.23	04/30/2025	TEACHER RETIREMENT ASSOCIATION
202400411	W	0.00	04/30/2025	MINNESOTA PAYROLL TAXES
202400412	W	0.00	04/30/2025	FEDERAL PAYROLL TAXES
202400413	W	21.42	05/02/2025	MINNESOTA PAYROLL TAXES
202400414	W	185.60	05/02/2025	FEDERAL PAYROLL TAXES
202400415	W	153.01	05/02/2025	PERA
202400417	W	50,661.23	05/15/2025	MINNESOTA PAYROLL TAXES
202400418	W	301,119.45	05/15/2025	FEDERAL PAYROLL TAXES
202400419	W	1,273.71	05/15/2025	MN DEPT OF REVENUE
202400420	W	56,096.54	05/15/2025	PERA
202400421	W	56,343.91	05/15/2025	TSA/ACH DEDUCTION
202400422	W	151,262.36	05/15/2025	TEACHER RETIREMENT ASSOCIATION
202400423	W	24.00	05/16/2025	MINNESOTA PAYROLL TAXES
202400424	W	273.84	05/16/2025	FEDERAL PAYROLL TAXES
202400425	W	155.42	05/16/2025	PERA
202400426	W	27.76	05/16/2025	TSA/ACH DEDUCTION
242500451	A	90.00	04/30/2025	AHSENMACHER WINTER, AMY
242500452	A	90.00	04/30/2025	ANDERSON, CHAD
242500453	A	90.00	04/30/2025	BARTER, ANDREW
242500454	A	90.00	04/30/2025	BERCHTOLD, JAMIE
242500455	A	90.00	04/30/2025	BOURG, LEAH
242500456	A	90.00	04/30/2025	BRANDECKER, LISA
242500457	A	90.00	04/30/2025	BRETOI, TERRENCE
242500458	A	90.00	04/30/2025	BURCKHARDT, CANDACE
242500459	A	90.00	04/30/2025	CHILDS, DANETTE
242500460	A	90.00	04/30/2025	DANIELSON, JENNIFER
242500461	A	90.00	04/30/2025	FENTON, MARK
242500462	A	90.00	04/30/2025	GAMEZ, LESLY
242500463	A	90.00	04/30/2025	HANSEN, JODY
242500464	A	45.00	04/30/2025	JACOBS-BUSE, LINDA
242500465	A	90.00	04/30/2025	KRUEGER, BRADY
242500466	A	45.00	04/30/2025	LENTSCH, PETER
242500467	A	45.00	04/30/2025	LOUGH, LAWRENCE
242500468	A	90.00	04/30/2025	MILTEER, JOEL
242500469	A	90.00	04/30/2025	OCHOCKI, CHARLES
242500470	A	45.00	04/30/2025	OSTER, PATRICK
242500471	A	45.00	04/30/2025	PENMAN, MICHELLE
242500472	A	90.00	04/30/2025	PETERSON, LORI
242500473	A	90.00	04/30/2025	SCHWAB, ROBIN
242500474	A	90.00	04/30/2025	SEXAUER, JENNIFER
242500475	A	90.00	04/30/2025	TAYLOR MINER, MELANEE
242500476	A	45.00	04/30/2025	VANDERBILT, TONY
242500477	A	90.00	04/30/2025	WELLS, TRAVIS
242500478	A	90.00	04/30/2025	ZAMBRENO, BRIAN

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NUMBER	TYP	AMOUNT	DATE	VENDOR
242500479	A	90.00	04/30/2025	ZEHNDER, JEAN
242500480	A	190.97	05/08/2025	ANDERSON, CONRAD
242500481	A	39.47	05/08/2025	APPLEQUIST, BRENDA
242500482	A	144.99	05/08/2025	BAGWILL, JULIE
242500483	A	10.00	05/08/2025	BAUMAN, WILLIAM
242500484	A	96.85	05/08/2025	BRETOI, TERRENCE
242500485	A	57.96	05/08/2025	BRIAN, TIFFANY
242500486	A	59.99	05/08/2025	CLEMENT, THERESA
242500487	A	97.18	05/08/2025	COLINA, ANDALIZ
242500488	A	54.88	05/08/2025	DAHL, LAURA
242500489	A	50.00	05/08/2025	DAHLE, LISA
242500490	A	31.08	05/08/2025	EMERY, HEATHER
242500491	A	408.88	05/08/2025	FENTON, MARK
242500492	A	63.00	05/08/2025	GAMEZ, LESLY
242500493	A	320.00	05/08/2025	GAY, AMBER
242500494	A	139.00	05/08/2025	GIESELMAN, CATHERINE
242500495	A	104.23	05/08/2025	HANLEY, KATHLEEN
242500496	A	123.20	05/08/2025	HART, JENNA
242500497	A	365.22	05/08/2025	HOLSEN, ERIC
242500498	A	4.20	05/08/2025	JAIMES-CASTELLANOS, MARIA
242500499	A	156.25	05/08/2025	JOHNSON, BRENDA
242500500	A	47.88	05/08/2025	KNAUS, JACOB
242500501	A	17.00	05/08/2025	LOAHR, EILEEN
242500502	A	69.98	05/08/2025	MASON, SARA
242500503	A	444.35	05/08/2025	MCDONALD, CEIL
242500504	A	69.99	05/08/2025	ORTIZ, TERESA
242500505	A	41.61	05/08/2025	OWENS, CHRISTINA
242500506	A	75.99	05/08/2025	RAMIREZ, JENNA
242500507	A	221.90	05/08/2025	RIESELNMAN, NINA
242500508	A	127.66	05/08/2025	SAMMARTANO WEEKS, KRISTEN
242500509	A	61.11	05/08/2025	SARACENO, DANIELLE
242500510	A	27.00	05/08/2025	SEIDNER, DANIELLE
242500511	A	139.37	05/08/2025	SKELLY, CHRISTOPHER
242500512	A	48.99	05/08/2025	SPANNBAUER, DIANNE
242500513	A	57.40	05/08/2025	THERRES, HEIDI
242500514	A	65.49	05/08/2025	TUCCITTO, SANDRA
242500515	A	137.20	05/08/2025	WAHPEPAH, NIIZHOOGABAW
242500516	A	108.50	05/08/2025	WHITEAKER-SMITH, EAMON
242500517	A	107.59	05/08/2025	WOHLERS, DARII
242500518	A	68.61	05/08/2025	YODAS, SCOTT

2,627,159.30 Totals for checks

FUND SUMMARY

<u>FUND</u>	<u>DESCRIPTION</u>	<u>BALANCE SHEET</u>	<u>REVENUE</u>	<u>EXPENSE</u>	<u>TOTAL</u>
01	GENERAL	1,204,725.38	0.00	792,685.74	1,997,411.12
02	FOOD SERVICE	21,175.75	108.80	133,520.46	154,805.01
04	COMMUNITY EDUCATION	327,344.68	0.00	30,171.30	357,515.98
05	CAPITAL	1,650.36	0.00	84,374.23	86,024.59
07	DEBT RETIREMENT	0.00	0.00	3,550.00	3,550.00
50	ACTIVITY ACCOUNT	27,852.60	0.00	0.00	27,852.60
***	Fund Summary Totals ***	1,582,748.77	108.80	1,044,301.73	2,627,159.30

***** End of report *****

CHECKRUNS

FUND	DESCRIPTION	April 18, 2025 - May 22, 2025
1	GENERAL	\$ 1,997,411.12
2	FOOD SERVICE	154,805.01
4	COMMUNITY EDUCATION	357,515.98
5	CAPITAL	86,024.59
7	DEBT SERVICE	3,550.00
20	INTERNAL SERVICE	-
50	ACTIVITY ACCOUNTS	27,852.60
	TOTAL	\$ 2,627,159.30

PAYROLL		4/30/2025, 5/15/2025
Payroll Direct Deposit	900115809 - 900116183	\$ 1,770,928.93



SOUTH ST. PAUL PUBLIC SCHOOLS
School Board Agenda Item

Meeting Date: May 27, 2025

Place on Agenda: Consent Items

Action Requested: Approval

Attachment: Staffing

Topic: Staffing
Presenter(s): Chair
Background: The staffing report includes the Appointments, Resignations, Transfers, Retirements, Abolishments, and Leaves being recommended to the School Board for approval.
Recommendation: Administration recommends approval of the proposed staffing and supplemental staffing as presented.
Alternatives: Amend the motion to remove a certain appointment, resignation, transfer, retirement, abolishment, or leave. Provide administration with directions for the next steps.

Passionate Learners Positively Changing Our World

Certified

A. Appointments/Reassignments

1. Lauren Foley - Summer Learning Academy Teacher, Lincoln Center, \$31.50 an hour, effective June 23 - July 24, 2025
2. Jody Krone - Summer Learning Academy Teacher, Lincoln Center, \$31.50 an hour, effective June 23 - July 24, 2025
3. Mary Molumby - Summer Learning Academy Teacher, Lincoln Center, \$31.50 an hour, effective June 23 - July 24, 2025
4. Michelle Jensen - Summer Learning Academy Teacher, Lincoln Center, \$31.50 an hour, effective June 23 - July 24, 2025
5. Robbyn Wincentsen - Summer Learning Academy Teacher, Lincoln Center, \$31.50 an hour, effective June 23 - July 24, 2025
6. Thomas Munoz- Summer Learning Academy Teacher, Middle School, \$31.50 an hour, effective July 7 - July 24, 2025
7. Aimee Rumpza- Summer 6th Grade Intervention Teacher, Middle School, \$31.50 an hour, effective July 7 - July 24, 2025
8. Graham Judd- Summer 6th Grade Intervention Teacher, Middle School, \$31.50 an hour, effective July 7 - July 24, 2025
9. Kari Kielsa- Summer Learning Academy Teacher, Lincoln Center, \$31.50 an hour, effective June 23 - July 24, 2025
10. Robin Jingjit- Summer Learning Academy Teacher, Lincoln Center, \$31.50 an hour, effective June 23 - July 24, 2025
11. Robert Cin-Walker- Summer Learning Academy Teacher, Lincoln Center, \$31.50 an hour, effective June 23 - July 24, 2025
12. Sarah Wotipka- Summer Learning Academy Teacher, Lincoln Center, \$31.50 an hour, effective June 23 - July 24, 2025
13. Nathaniel Knapp-Vasquez- Summer Learning Academy Teacher, Lincoln Center, \$31.50 an hour, effective June 23 - July 24, 2025
14. Anna Watt- Summer Learning Academy Teacher, Lincoln Center, \$31.50 an hour, effective June 23 - July 24, 2025

15. Kristin Troup- Summer Learning Academy Teacher, Lincoln Center, \$31.50 an hour, effective June 23 - July 24, 2025
16. Mallory Oleshko- Summer Learning Academy Teacher, Lincoln Center, \$31.50 an hour, effective June 23 - July 24, 2025
17. Maciel Caridad Aquino- Summer Learning Academy Teacher, Lincoln Center, \$31.50 an hour, effective June 23 - July 24, 2025
18. Kathleen Hanley- Summer Learning Academy Teacher, Lincoln Center, \$31.50 an hour, effective June 23 - July 24, 2025
19. Kristine Kirchner- Summer Learning Academy Teacher, Lincoln Center, \$31.50 an hour, effective June 23 - July 24, 2025
20. Connor Murphy- Summer Learning Academy Teacher, Lincoln Center, \$31.50 an hour, effective June 23 - July 24, 2025
21. Shelly Moland- Summer Speech Language Pathologist, High School, \$31.50 an hour, effective July 7- 24, 2025
22. Allison Olson- Summer Special Education Teacher, Lincoln Center, \$31.50 an hour, effective July 7- 24, 2025
23. Linda Pederson- Packer Preview Teacher, Middle School, \$31.50 an hour, effective June 23 - July 24, 2025
24. Allison Olson - Early Childhood Special Education Teacher, Lincoln Center, 1.0 FTE, MA Step 2, effective August 25, 2025
25. Teranique Bowen-Jerez - Preschool Teacher, Kaposia, 1.0 FTE, BA Step 3, effective August 25, 2025
26. Jessica Costello- 1st Grade Teacher, Lincoln Center, 1.0 FTE, BA+60 Step 2, effective August 18, 2025
27. Aimee Rumpza- Change to Middle Level Alternative Program Teacher , Middle School, 1.0 FTE,MA Step 20, effective August 18, 2025
28. Janene Lenard- Summer Learning Academy Teacher, Middle School, \$31.50 an hour, effective July 7 - July 24, 2025

29. Sarah Rideway- Summer Learning Academy Teacher, Lincoln Center, \$31.50 an hour, effective June 23 - July 24, 2025

30. Catherine Gieselman- Summer ECFE Teacher, Family Education, \$31.50 an hour, effective June 28, 2025

31. Natalie Tourtelotte- Assistant Director of Educational Services, District Office, effective May 23, 2025

B. Resignations/Retirements/Leaves/Reductions/Other

1. Lesly Gamez - Resignation, Assistant Director of Educational Services, District Office, effective June 30, 2025

2. Kevin Eckmann - Resignation, Math Teacher, Middle School, effective June 30, 2025

ECA ACTIVITIES 2024-25

Michael Kretzshmar	BILT Stipend	\$1000.00
Nicolle Koehnen	BILT Stipend	\$1000.00
Theatre-Summer Technical Director	McTier, Brian	\$1206.00
Theatre-Summer Costume Designer	Ebert, Lori	\$1206.00
Theatre-Summer Junior Director	Holsen, Kris	\$1809.00
Theatre-Summer Vocal Director	Sehman, Molly	\$1809.00
Theatre-Summer Choreographer	Kendall, Mikayla	\$1206.00
Community Ed Show Choir	Kobilka, Jillian	\$1000.00

ATHLETICS 2025-26

Boys Head Soccer Coach	Derrick James	\$5177.00
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ATHLETICS 2024-25

Flag Football – Girls	Reynolds, Blair	Volunteer
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SUMMER STRENGTH CAMP

Summer Strength Camp Coach	Spreigl, Manuel	\$23.00 (staff) per hour
Summer Strength Camp Coach	Kennealy, Tim	\$23.00 (staff) per hour
Summer Strength Camp Coach	Sundly, Scott	\$23.00 (staff) per hour
Summer Strength Camp Coach	Reynolds, Todd	\$23.00 (staff) per hour
Summer Strength Camp Coach	LaRose, Tyler	\$23.00 (staff) per hour
Summer Strength Camp Coach	Douglas, Isaac	\$23.00 (staff) per hour
Summer Strength Camp Coach	Coops, Mikayla	\$23.00 (staff) per hour

SUMMER SOCCER (GIRLS)

Summer Soccer Camp Coach	Hart, Tom	non-paid coach
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SUMMER BASKETBALL (GIRLS)

Summer Basketball Camp Coach	Douglas, Isaac	non-paid coach
Summer Basketball Camp Coach	Jenness, Harry	non-paid coach

Summer Basketball Camp Coach	Peterson, Lindsay	non-paid coach
Summer Basketball Camp Coach	Sweeney, Coleman	non-paid coach

SUMMER VOLLEYBALL CAMP

Summer Volleyball Camp Coach	LaRose, Tyler	non-paid coach
Summer Volleyball Camp Coach	Coops, Mikayla	non-paid coach
Summer Volleyball Camp Coach	Martinez, Carina	non-paid coach
Summer Volleyball Camp Coach	Vasquez, Aleah	non-paid coach
Summer Volleyball Camp Coach	Renteria, LeAnne	non-paid coach

SUMMER DANCE TEAM

Summer Dance Coach	Wilson, Roz	non-paid coach
Summer Dance Coach	Fitzgerald, Jana	non-paid coach

SUMMER WRESTLING

Summer Wrestling Coach	Nihart, Don	non-paid coach
Summer Wrestling Coach	Trevino, Jose	non-paid coach
Summer Wrestling Coach	Reynolds, Todd	non-paid coach
Summer Wrestling Coach	Brito, Jose	non-paid coach
Summer Wrestling Coach	Tonda, Teresa	non-paid coach
Summer Wrestling Coach	Abo, Abram	non-paid coach

SUMMER TENNIS CAMP

Summer Tennis Camp Coach	Spreigl, Rebecca	non-paid coach
Summer Tennis Camp Coach	Sonday, Dave	non-paid coach

SUMMER CROSS COUNTRY

Summer CC Camp Coach	Bakken, Chris	non-paid coach
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VII.A.2 Staff Appointments, Resignations, Retirements, Terminations and Leaves (Joel Milteer)

05/27/2025

Classified

A. Appointments/Reassignments

1. Jennifer Schloesser - Summer Health Assistant, High School, \$24.13 an hour, effective June 23 - July 24, 2025
2. Charles Muse III - PT Cleaner, Secondary, \$19.39 an hour, 4 hours per day, effective May 9, 2025
3. Shanoah Harren - Gymnastics Instructor, Central Square, \$17.00 an hour, effective May 9, 2025
4. Rico Losoya - Summer Kids Choice Assistant, Lincoln Center, **\$23.03 an hour**, effective June 13, 2025

5. Liza Cuchna - Summer Kids Choice Assistant, Lincoln Center, **\$23.03 an hour**, effective June 13 - August 22, 2025
6. Audriana Ware - Summer Kids Choice Assistant, Lincoln Center, **\$17 an hour**, effective June 2 - August 22, 2025
7. Abdelrahman Ahmed - Student Supervisor, Lincoln Center, \$17.62 an hour, effective May 21, 2025
8. Leah Miller - Student Supervisor, Lincoln Center, \$17.62 an hour, effective May 19, 2025
9. Sandra Levine - Summer Cook Manager, Secondary, \$24.65 an hour, effective June 23 - July 24, 2025
10. Kelly Schommer - Summer Nutrition Assistant, Lincoln Center, \$18.63 an hour, effective June 23 - July 24, 2025
11. Jessica Butcher - Summer Cook Manager, Secondary, \$24.65 an hour, effective June 23 - July 24, 2025
12. Sandra Tuccitto - Summer Nutrition Assistant, Secondary, \$18.63 an hour, effective June 17 - July 25, 2025
13. Christina Owens - Summer Nutrition Assistant, Secondary, \$18.63 an hour, effective June 23 - July 24, 2025
14. Nadeeka Jayasuriya - Summer SPED Paraprofessional, Lincoln Center, \$18 an hour, effective July 7 - 24, 2025
15. Teresa Menard - PT Cleaner, Secondary, \$19.39 an hour, 4 hours per day, effective May 21, 2025
16. Thomas Schulze - Change from PT Cleaner to Cleaner Substitute, \$19.39 an hour, effective June 13, 2025
17. Khalid Guled - Extended School Year SPED Para, Lincoln Center, \$24.62, effective July 7 - 24, 2025
18. Khalid Guled - Special Education Assistant, Middle School, \$24.62, effective May 22, 2025
19. Kayla Thomas - Kids Choice Assistant Substitute, District Wide, \$23.03 an hour, effective June 3, 2025

B. Resignations/Retirements/Leaves/Reductions/Other

1. Jessica Weeks - Resignation, Tech Media Assistant, Lincoln Center, effective May 9, 2025

2. Maggie McKnight- Resignation, Early Learning Asst Substitute, District Wide, effective April 25, 2025
3. Adam King- Resignation, Boys Basketball Freshman Coach, Secondary, effective April 22, 2025
4. Danielle Seidner- Resignation, Special Education Assistant, High School, effective April 29, 2025
5. Rickie Russell- Resignation, Student Supervisor, Lincoln Center, effective April 29, 2025
6. Sherry Campbell- Resignation, Student Supervisor, Lincoln Center, effective May 12, 2025
7. Jesse Rock- Resignation, Assistant Varsity Boys Tennis Coach, Secondary, effective May 14, 2025



SOUTH ST. PAUL PUBLIC SCHOOLS
School Board Agenda Item

Meeting Date: May 27, 2025

Place on Agenda: Regular Business Meeting Agenda

Action Requested: Approval

Attachment: 404, 406, 408, 410, 413, 506, 617, 620, 624

Topic: Policy Review – Final Reading and Approval
Presenter(s): Board Chair
Background: School district policy #208 requires policies under review to be placed on two consecutive meeting agendas for review and comment by board members, staff, and community members. At the third and subsequent meeting, the policies then go before the School Board for approval. The policies listed above were reviewed by the Board policy committee on May 6, 2025. These policies remained on the May 12, 2025, board agendas for review and comment. The policies are now in their third and final reading and up for approval at the Tuesday, May 27, 2025, Board meeting.
Recommendation: Approval
Alternatives: N/A

Passionate Learners Positively Changing Our World

Adopted: April 28, 1997

MSBA/MASA Model Policy 404

*Revised: 6/14/04; 4/25/11, 12/11/17, 8/13/18
5/26/20; 6/14/21; 6/27/22; 6/26/23;
5/28/24; 5/27/25*

Orig. 1995

Rev. 2022

404 EMPLOYMENT BACKGROUND CHECKS

I. PURPOSE

The purpose of this policy is to maintain a safe and healthful environment in the school district in order to promote the physical, social, and psychological well-being of its students. To that end, the school district will seek a criminal history background check for applicants who receive an offer of employment with the school district and on all individuals, except enrolled student volunteers, who are offered the opportunity to provide athletic coaching services or other extracurricular academic coaching services to the school district, regardless of whether any compensation is paid, or such other background checks as provided by this policy. The school district may also elect to do background checks of other volunteers, independent contractors, and student employees in the school district.

II. GENERAL STATEMENT OF POLICY

- A. The school district shall require that applicants for school district positions who receive an offer of employment, except enrolled student volunteers, who are offered the opportunity to provide athletic coaching services or other extracurricular academic coaching services to the school district, regardless of whether any compensation is paid, submit to a criminal history background check. The offer of employment or the opportunity to provide services shall be conditioned upon a determination by the school district that an individual's criminal history does not preclude the individual from employment with, or provision of services to, the school district.
- B. The school district specifically reserves any and all rights it may have to conduct background checks regarding current employees, applicants, or service providers without the consent of such individuals.
- C. Adherence to this policy by the school district shall in no way limit the school district's right to require additional information, or to use procedures currently in place or other procedures to gain additional background information concerning employees, applicants, volunteers, service providers, independent contractors, and student employees

III. PROCEDURES

- A. Normally an individual will not commence employment or provide services until the school district receives the results of the criminal history background check. The school district may



conditionally hire an applicant or allow an individual to provide services pending completion of the background check but shall notify the individual that the individual's employment or opportunity to provide services may be terminated based on the result of the background check. Background checks will be performed by a third party vendor that includes the Minnesota Bureau of Criminal Apprehension (BCA) report and meets and/or exceeds Minnesota Statutes section 13.87. The school district reserves the right to also have criminal history background checks conducted by other organizations or agencies.

- B. In order for an individual to be eligible for employment or to provide athletic coaching services or other extracurricular academic coaching services to the school district, except for an enrolled student volunteer, the individual must sign a criminal history consent form, which provides permission for the school district to conduct a criminal history background check, and provide a money order or check payable to either the BCA or to the school district, at the election of the school district, in an amount equal to the actual cost to the third party provider and the school district of conducting the criminal history background check. The cost of the criminal history background check is the responsibility of the individual, unless the school district decides to pay the costs for a volunteer, an independent contractor, or a student employee. If the individual fails to provide the school district with a signed Informed Consent Form and fee at the time the individual receives a job offer, or permission to provide services, the individual will be considered to have voluntarily withdrawn the application for employment or request to provide services.
- C. The school district, in its discretion, may elect not to request a criminal history background check on an individual who holds an initial entrance license issued by the Minnesota Professional Educator Licensing and Standards Board or the Minnesota Commissioner of Education within the 12 months preceding an offer of employment or permission to provide services.
- D. The school district may use the results of a criminal background check conducted at the request of another school hiring authority if:
 - 1. the results of the criminal background check are on file with the other school hiring authority or otherwise accessible;
 - 2. the other school hiring authority conducted a criminal background check within the previous 12 months;
 - 3. the individual executes a written consent form giving the school district access to the results of the check; and
 - 4. there is no reason to believe that the individual has committed an act subsequent to the check that would disqualify the individual for employment or provision of services.



- E. When required, individuals must provide fingerprints to assist in a criminal history background check. If the fingerprints provided by the individual are unusable, the individual will be required to submit another set of prints.
- F. For all non-state residents who are offered employment with or the opportunity to provide athletic coaching services or other extracurricular academic coaching services to the school district, the school district shall request a criminal history background check on such individuals from the superintendent of the BCA and from the government agency performing the same function in the resident state or, if no government entity performs the same function in the resident state, from the Federal Bureau of Investigation. The offer of employment or the opportunity to provide services shall be conditioned upon a determination by the school district that an individual's criminal history does not preclude the individual from employment with, or provision of services to, the school district. Such individuals must provide an executed criminal history consent form.
- G. Copies of this policy shall be available on the school district's employment office and will be distributed to applicants for employment and individuals who are offered the opportunity to provide athletic coaching services or other extracurricular academic coaching or services upon request. The need to submit to a criminal history background check may be included with the basic criteria for employment or provision of services in the position posting and position advertisements.
- H. The individual will be informed of the results of the criminal background check(s) to the extent required by law.
- I. If the criminal history background check precludes employment with, or provision of services to, the school district, the individual will be so advised.
- J. The school district may apply these procedures to volunteers, independent contractors, or student employees.
- K. At the beginning of each school year or when a student enrolls, the school district will notify parents and guardians about this policy and identify those positions that are subject to a background check and the extent of the school district's discretion in requiring a background check. The school district may include this notice in its student handbook, a school policy guide, or other similar communication.

Legal References: Minn. Stat. § 13.04, Subd. 4 (Rights of Subjects of Data)
Minn. Stat. § 13.87, Subd. 1 (Criminal Justice Data)
Minn. Stat. § 123B.03 (Background Check)
Minn. Stat. §§ 299C.60-299C.64 (Minnesota Child, Elder, and Individuals with Disabilities Protection Background Check Act)
Minn. Stat. § 364.09(b) (Exception for School Districts)

Cross References: None

(None of the below is on the MSBA document.)

Criminal Background Screening Standards

The South St. Paul School District seeks to maintain a safe and healthy educational environment that promotes the physical, social and psychological well-being of all students. All new employees and volunteers must receive a criminal background check prior to starting employment or a volunteer assignment with the School District. An individual will be disqualified and prohibited from serving as an employee or volunteer if that individual has been found guilty or entered a plea of non-contender (no contest), regardless of the adjudication for any of the following disqualifying offenses:

1. Sex Offenses

- a. All Sex offenses - regardless of the amount of time since the offense

Examples: Child molestation, rape, sexual assault, sexual battery, sodomy, prostitution, solicitation, indecent exposure, possession or distribution of child pornography etc.

2. Felonies

- a. All Violent Felony offenses - regardless of the amount of time since the offense

Examples: Murder, manslaughter, rape, aggravated assault, kidnapping, robbery, aggravated burglary, etc.

- b. Any other Felony offenses within the past ten (10) years.

Examples: Drug offenses, theft, embezzlement, fraud, child endangerment, etc.

3. Misdemeanors

- a. All Violent Misdemeanor offenses, including those involving probation or open cases, within the past five (5) years, or multiple offenses within the past seven (7) years.

Examples: Simple drug possession, drunk and disorderly conduct, public intoxication, possession of drug paraphernalia, etc.

- b. Any other Misdemeanor offense, including those involving probation or open cases, within the past five (5) years that would be considered a potential danger to children, or is directly related to the functions of that employee or volunteer.

Examples: Contributing to the delinquency of a minor, providing alcohol to a minor, theft (if person is handling monies), etc.

The district reserves the discretion to consider factors and information, including whether the nature of the offense implicates a behavior that is contradictory to an individual's job description, when making employment decisions.

Adopted: August 1995

MSBA/MASA Model Policy 406

Revised: 6/14/04, 6/14/05; 6/25/07; 5/12/14
3/13/17; 2/26/17; 3/12/18; 5/27/25

Orig. 1995

Rev. 2023

406 PUBLIC AND PRIVATE PERSONNEL DATA

I. PURPOSE

The purpose of this policy is to provide guidance to school district employees as to the data the school district collects and maintains regarding its employees, volunteers, independent contractors, and applicants (“personnel”).

II. GENERAL STATEMENT OF POLICY

- A. All data on individuals collected, created, received, maintained or disseminated by the school district, which is classified by statute or federal law as public, shall be accessible to the public pursuant to the procedures established by the school district.
- B. All other data on individuals is private or confidential.

III. DEFINITIONS

- A. “Public” means that the data is available to anyone who requests it.
- B. “Private” means the data is not public and is accessible only to the following: the subject of the data, as limited by any applicable state or federal law; individuals within the school district whose work assignments reasonably require access; entities and agencies as determined by the responsible authority who are authorized by law to gain access to that specific data; and entities or individuals given access by the express written direction of the data subject.
- C. “Confidential” means the data are not public and are not accessible to the subject.
- D. “Parking space leasing data” means the following government data on an application for, or lessee of, a parking space: residence address, home telephone number, beginning and ending work hours, place of employment, location of parking space, and work telephone number.
- E. “Personnel data” means government data on individuals maintained because they are or were employees, applicants for employment, volunteers or independent contractors for the school district. Personnel data include data submitted to the school district by an employee as part of an organized self-evaluation effort by the school district to request suggestions from all employees

on ways to cut costs, make the school district more efficient, or to improve school district operations.

- F. “Finalist” means an individual who is selected to be interviewed by the school board for a position.
- G. “Protected health information” means individually identifiable health information transmitted as defined in 45 Code of Federal Regulations, section 160.103, that is transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any 406-2 other form or medium by a health care provider, in connection with a transaction covered by 45 Code of Federal Regulations, Parts 160, 162 and 164. “Protected health information” excludes individually identifiable health information in education records covered by FERPA and employment records held by a school district in its role as employer; and records regarding a person who has been deceased for more than fifty (50) years.
- H. “Public officials” means business managers; human resource directors, athletic directors whose duties include at least 50% of their time spent in administration, personnel, supervision, and evaluation; chief financial officers, directors and individuals defined as superintendents and principals and in a charter school, individuals employed in comparable positions.

IV. PUBLIC PERSONNEL DATA

- A. The following information on current and former employees, volunteers and independent contractors of the school district, is public:
 - 1. name;
 - 2. employee identification number, which may not be the employee’s Social Security number;
 - 3. actual gross salary;
 - 4. salary range;
 - 5. terms and conditions of employment relationships;
 - 6. contract fees;
 - 7. actual gross pension;
 - 8. the value and nature of employer-paid fringe benefits;
 - 9. the basis for and the amount of any added remuneration, including expense reimbursement, in addition to salary;

10. job title;
11. bargaining unit;
12. job description;
13. education and training background;
14. previous work experience;
15. date of first and last employment;
16. the existence and status of any complaints or charges against the employee, regardless of whether the complaint or charge resulted in a disciplinary action;
17. the final disposition of any disciplinary action, as defined in Minn. Stat. § 13.43, Subd. 2(b), together with the specific reasons for the action and data documenting the basis of the action, excluding data that would identify confidential sources who are employees of the school district;
18. the complete terms of any agreement settling any dispute arising out of the employment relationship, including superintendent buyout agreements, except that the agreement must include specific reasons for the agreement if it involves the payment of more than \$10,000 of public money, and such agreement may not have the purpose or effect of limiting access to or disclosure of personnel data or limiting the discussion of information or opinions related to personnel data;
19. work location;
20. work telephone number;
21. badge number;
22. work-related continuing education
23. honors and awards received; and
24. payroll time sheets or other comparable data that are used only to account for employee's work time for payroll purposes, except to the extent that release of time sheet data would reveal the employee's reasons for the use of sick or other medical leave or other not public data.

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- B. The following information on applicants for employment or to an advisory board/ commission is public:
1. veteran status;
 2. relevant test scores;
 3. rank on eligible list;
 4. job history;
 5. education and training; and
 6. work availability.
- C. Names of applicants are private data except when certified as eligible for appointment to a vacancy or when applicants become finalists for public employment.
- D. Applicants for appointment to a public body.
1. Data about applicants for appointment to a public body collected by the school district as a result of the applicant's application for employment are private data on individuals except that the following are public:
 - a) Name;
 - b) city of residence, except when the appointment has a residency requirement that requires the entire address to be public;
 - c) education and training;
 - d) employment history;
 - e) volunteer work;
 - f) awards and honors;
 - g) prior government service;
 - h) any data required to be provided or that are voluntarily provided in an application for appointment to a multimember agency pursuant to Minnesota Statutes, section 15.0597; and
 - i) veteran status.

2. Once an individual is appointed to a public body, the following additional items of data are public:
 - a) residential address;
 - b) either a telephone number or electronic mail address where the appointee can be reached, or both at the request of the appointee;
 - c) first and last dates of service on the public body;
 - d) the existence and status of any complaints or charges against an appointee; and
 - e) upon completion of an investigation of a complaint or charge against an appointee, the final investigative report is public, unless access to the data would jeopardize an active investigation.
 3. Notwithstanding paragraph 2., any electronic mail address or telephone number provided by a public body for use by an appointee shall be public. An appointee may use an electronic mail address or telephone number provided by the public body as the designated electronic mail address or telephone number at which the appointee can be reached.
- E. Regardless of whether there has been a final disposition as defined in Minn. Stat. § 13.43, Subd. 2(b), upon completion of an investigation of a complaint or charge against a public official, as defined in Minn. Stat. § 13.43, Subd. 2(e), or if a public official resigns or is terminated from employment while the complaint or charge is pending, all data relating to the complaint or charge are public, unless access to the data would jeopardize an active investigation or reveal confidential sources. Data relating to a complaint or charge against a public official is public only if:
1. The complaint or charge results in disciplinary action or the employee resigns or is terminated from employment while the complaint or charge is pending; or
 2. Potential legal claims arising out of the conduct that is the subject of the complaint or charge are released as part of the settlement agreement. Data that is classified as private under another law is not made public by this provision.

V. PRIVATE PERSONNEL DATA

- A. All other personnel data are not listed in Section IV are private data will not be otherwise released unless authorized by law.

- B. Data pertaining to an employee's dependents are private data on individuals.
- C. Data created, collected or maintained by the school district to administer employee assistance programs are private.
- D. Parking space leasing data with regard to data on individuals are private.
- E. An individual's checking account number is private when submitted to a government entity.
- F. Personnel data must be disseminated to labor organizations to the extent necessary to conduct elections, investigate and process grievances, and implement the provisions of Minnesota Statutes chapters 179 and 179A. Personnel data shall be disseminated to labor organizations and the Bureau of Mediation Services ("BMS") to the extent the dissemination is ordered or authorized by the Commissioner of the BMS. Employee Social Security numbers are not necessary to implement the provisions of Chapter 179 and 179A.

The home addresses, nonemployer issued phone numbers and email addresses, dates of birth, and emails or other communications between exclusive representatives and their members, prospective members, and nonmembers are private data on individuals.

Dissemination of personnel data to a labor organization pursuant to Minnesota Statutes, section 13.43, subdivision 6, shall not subject the school district to liability under Minnesota Statutes, section 13.08.

Personnel data described under Minnesota Statutes, section 179A.07, subdivision 8, must be disseminated to an exclusive representative under the terms of that subdivision.

- G. The school district may display a photograph of a current or former employee to prospective witnesses as part of the school district's investigation of any complaint or charge against the employee.
- H. The school district may, if the responsible authority or designee reasonably determines that the release of personnel data is necessary to protect an employee from harm to self or to protect another person who may be harmed by the employee, release data that are relevant to the concerns for safety to:
 - 1. The person who may be harmed and to the attorney representing the person when the data are relevant to obtaining a restraining order;
 - 2. A pre-petition screening team conducting an investigation of the employee under Minn. Stat. § 253B.07, Subd. 1; or
 - 3. A court, law enforcement agency or prosecuting authority.



- I. Private personnel data or confidential investigative data on employees may be disseminated to a law enforcement agency for the purpose of reporting a crime or alleged crime committed by an employee, or for the purpose of assisting law enforcement in the investigation of a crime or alleged crime committed by an employee.
- J. A complainant has access to a statement provided by the complainant to the school district in connection with a complaint or charge against an employee.
- K. When allegations of sexual or other types of harassment are made against an employee, the employee does not have access to data that would identify the complainant or other witnesses if the responsible authority determines that the employee's access to that data would:
 - 1. threaten the personal safety of the complainant or a witness; or
 - 2. subject the complainant or witness to harassment.

If a disciplinary proceeding is initiated against the employee, data on the complainant or witness shall be available to the employee as may be necessary for the employee to prepare for the proceeding.

- L. The school district must report to the Minnesota Professional Educator Licensing and Standards Board ("PELSB") or the Board of School Administrators ("BOSA"), whichever has jurisdiction over the teacher's or administrator's license, as required by Minn. Stat. § 122A.20, Subd. 2, and shall, upon written request from the licensing board having jurisdiction over the license, provide the licensing board with information about the teacher or administrator from the school district's files, any termination or disciplinary proceeding, and settlement or compromise, or any investigative file in accordance with Minn. Stat. § 122A.20, Subd. 2.
- M. Private personnel data shall be disclosed to the Department of Employment and Department of Economic Security for the purpose of administration of the unemployment insurance program under Minn. Stat. Ch. 268.
- N. When a report of alleged maltreatment of a student in an elementary, middle school, high school or charter school is made to the Commissioner of the Minnesota Department of Education ("MDE") under Minnesota Statutes, chapter 260E, data that are relevant and collected by the school facility about the person alleged to have committed maltreatment must be provided to the Commissioner on request for purposes of an assessment or investigation of the maltreatment report. Additionally, personnel data may be released for purposes of providing information to a parent, legal guardian, or custodian of a child in accordance with MDE Screening Guidelines.
- O. The school district shall release to a requesting school district or charter school private personnel data on a current or former employee related to acts of violence toward or sexual contact with a student, if



1. an investigation conducted by or on behalf of the school district or law enforcement affirmed the allegations in writing prior to release and the investigation resulted in the resignation of the subject of the data; or
2. the employee resigned while a complaint or charge involving the allegations was pending, the allegations involved acts of sexual contact with a student, and the employer informed the employee in writing, before the employee resigned, that if the employee resigns while the complaint or charge is still pending, the employer must release private personnel data about the employee's alleged sexual contact with a student to a school district or charter school requesting the data after the employee applies for employment with that school district or charter school and the data remain classified as provided in Minnesota Statutes, chapter 13.

Data that are released under this paragraph must not include data on the student.

- P. Data submitted by an employee to the school district as part of an organized self evaluation effort by the school district to request suggestions from all employees on ways to cut costs, make the school district more efficient, or to improve school district operations is private data. An employee who is identified in a suggestion, however, shall have access to all data in the suggestion except the identity of the employee making the suggestion.
- Q. Protected health information, as defined in 45 Code of Federal Regulations, Parts 160 and 164, health information on employees is private and will not be disclosed except as permitted or required by law.
- R. Personal home contact information for employees may be used by the school district to ensure that an employee can be reached in the event of an emergency or other disruption affecting continuity of school district operations and may be shared with another government entity in the event of an emergency or other disruption to ensure continuity of operation for the school district or government entity.
- S. The personal telephone number, home address, and electronic mail address of a current or former employee of a contractor or subcontractor maintained as a result of a contractual relationship between the school district and a contractor or subcontractor entered on or after August 1, 2012, are private data. These data must be shared with another government entity to perform a function authorized by law. The data also must be disclosed to a government entity or any person for prevailing wage purposes.
- T. When a continuing contract teacher is discharged immediately because the teacher's license has been revoked due to a conviction for child abuse or sexual offenses involving a child as set forth in Minnesota Statutes, section 122A.40, subdivision 13(b), or when the Commissioner of the MDE makes a final determination of child maltreatment involving a teacher under Minnesota Statutes, section 260E.21, subdivision 4, or 260E.35, the school principal or other person having administrative



control of the school must include in the teacher's employment record the information contained in the record of the disciplinary action or the final maltreatment determination, consistent with the definition of public data under Minnesota Statutes, section 13.41, subdivision. 5, and must provide PELSB and the licensing division at MDE with the necessary and relevant information to enable PELSB and MDE's licensing division to fulfill their statutory and administrative duties related to issuing, renewing, suspending, or revoking a teacher's license. In addition to the background check required under Minnesota Statutes, section 123B.03, a school board or other school hiring authority must contact PELSB and MDE to determine whether the teacher's license has been suspended or revoked, consistent with the discharge and final maltreatment determinations. Unless restricted by federal or state data practices law or by the terms of a collective bargaining agreement, the responsible authority for a school district must disseminate to another school district private personnel data on a current or former teacher (employee or contractor) of the district, including the results of background investigations, if the requesting school district seeks the information because the subject of the data has applied for employment with the requesting school district.

VI. MULTIPLE CLASSIFICATIONS

If data on individuals are classified as both private and confidential by Minn. Stat. Ch. 13, or any other state or federal law, the data are private.

VII. CHANGE IN CLASSIFICATIONS

The school district shall change the classification of data in its possession if it is required to do so to comply with other judicial or administrative rules pertaining to the conduct of legal actions or with a specific statute applicable to the data in the possession of the disseminating or receiving agency.

VIII. RESPONSIBLE AUTHORITY

The school district has designated the Superintendent as the authority responsible for personnel data. If you have any questions, contact the Superintendent.

IX. EMPLOYEE AUTHORIZATION/RELEASE FORM

- A. An employee authorization form is included as an addendum to this policy.

Legal References:

Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 13.02 (Definitions)
Minn. Stat. § 13.03 (Access to Government Data)
Minn. Stat. § 13.05 (Duties of Responsible Authority)
Minn. Stat. § 13.37 (General Nonpublic Data)
Minn. Stat. § 13.39 (Civil Investigation Data)
Minn. Stat. § 13.41 (Licensing Data)
Minn. Stat. § 13.43 (Personnel Data)
Minn. Stat. § 13.601. Subd. 3 (Elected and Appointed Officials)
Minn. Stat. § 15.0597 (Appointment to Multimember Agencies)

Minn. Stat. § 122A.20, Subd. 2 (Mandatory Reporting)
Minn. Stat. § 122A.40, Subds. 13 and 16 (Employment; Contracts; Termination)
Minn. Stat. § 123B.03 (Background Check)
Minn. Stat. § 123B.143, subd. 2 (Disclose Past Buyouts)
Minn. Stat. Ch. 179 (Minnesota Labor Relations Act)
Minn. Stat. Ch. 179A (Minnesota Public Labor Relations Act)
Minn. Stat. § 253B.07 (Judicial Commitment: Preliminary Procedures)
Minn. Stat. Ch. 260E (Reporting of Maltreatment of Minors)
Minn. Stat. Ch. 268 (Unemployment Insurance)
Minn. R. Pt. 1205 (Data Practices)
P.L. 104-191 (HIPAA)
45 C.F.R. Parts 160 and 164 (HIPAA Regulations)

Cross References: MSBA/MASA Model Policy 206 (Public Participation in School Board Meetings/
Complaints about Persons at School Board Meetings and Data Privacy Considerations)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
MSBA/MASA Model Policy 722 (Public Data Requests)
MSBA Law Bulletin “I” (School Records – Privacy – Access to Data)



Consent to Release Data – Request from an Individual

An individual asks the government entity to release his/her private data to an outside entity or person. Because the entity does not have statutory authority to release the data, it must get the individual's written informed consent.

Explanation of Your Rights

If you have a question about anything on this form, or would like more explanation, please talk to

_____ before you sign it.
[entity contact person name and contact information]

I, _____, give my permission for _____
[name of individual data subject] [name of government entity]

to release data about me to _____ as described on this form.
[name of other entity or person]

1. The specific data I want _____ to release _____.
[name of government entity] [explanation of data]

2. I understand that I have asked _____ to release the data.
[name of government entity]

3. I understand that although the data are classified as private at _____, the
[name of government entity]
classification/treatment of the data at _____ depends on laws or
[name of other entity or person]
policies that apply to _____.
[name of other entity or person]

This authorization to release expires _____.
[date/time of expiration]

Individual data subject's signature _____ Date _____

Parent/guardian's signature [if needed] _____ Date _____

Adopted: June 14, 2004

MSBA/MASA Model Policy 408

Orig.2022

Revised: 10/27/08, 1/22/18, 5/27/25

408 SUBPOENA OF A SCHOOL DISTRICT EMPLOYEE

I. PURPOSE

- A. The purpose of this policy is to protect the privacy rights of school district employees and students under both state and federal law when requested to testify or provide educational records for a judicial or administrative proceeding.

II. GENERAL STATEMENT OF POLICY

- A. This policy is to provide guidance and direction for school district employees who may be subpoenaed to testify and/or provide educational records for a judicial or administrative proceeding.

III. DATA CLASSIFICATION

A. Educational Data

1. State Law

The Minnesota Government Data Practices Act (MGDPA), Minnesota Statutes chapter 13, classifies all educational data, except for directory information as designated by the school district, as private data on individuals. The state statute provides that private data on individuals may not be released, except pursuant to a valid court order or informed consent by the subject of the data or a parent if the subject of the data is a minor.

2. Federal Law

The Family Educational Rights and Privacy Act (FERPA), 20 United States Code section 1232g, provides that educational data may not be released, except pursuant to informed consent by the individual subject of the data or any lawfully issued subpoena. Regulations promulgated under the federal law require that the school district must first make a reasonable effort to notify the parent of the student, or the student if the student is 18 years of age or older, of the subpoena in advance of releasing the information pursuant to the subpoena.

B. Personnel Data

The MGDPA, also classifies all personnel data, except for certain data specifically classified as public, as private data on individuals. The state statute provides that private data on individuals may not be released, except pursuant to a valid court order or informed consent by the subject of the data.

IV. APPLICATION AND PROCEDURES

- A. Any employee who receives a subpoena for any purpose related to employment is to inform the building administrator or designated supervisor when the employee receives the subpoena. The building administrator or designated supervisor shall immediately inform the superintendent that the employee has received a subpoena.
- B. No employee may release educational data, personnel data, or any other data of any kind without consultation in advance with the school district official who is designated as the authority responsible for the collection, use and dissemination of data.
- C. Payment for attendance at judicial or administrative proceedings and the retention of witness and mileage fees is to be determined in accordance with the applicable school board policies and collective bargaining agreements.
- D. The administration shall not release any information except in strict compliance with state and federal law and this policy. Recognizing that an unauthorized release may expose the school district or its employees to civil or criminal penalties or loss of employment, the administration shall confer with school district legal counsel prior to release of such data.

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Rules 1205.0100, Subp. 5 (How These Rules Apply)
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)

Cross References: MSBA/MASA Model Policy 211 (Criminal or Civil Action Against School District, School Board Member, Employee, or Student)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
MSBA Law Bulletin “I” (School Records – Privacy– Access to Data)

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MSBA/MASA Model Policy 410

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410 FAMILY AND MEDICAL LEAVE POLICY

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 to 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: (1) the break is occasioned by the employee’s fulfillment of his or her USERRA-covered service obligation; or (2) a written agreement, including a collective bargaining agreement, exists concerning the school district’s intention to rehire the employee after the break in service.
- D. “Military caregiver leave” means leave taken to care for a covered service member with a serious injury or illness.
- E. “Next of kin of a covered service member” means the nearest blood relative other than the covered service member’s spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the covered service member by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered service member 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 service member, all such family members shall be considered the covered service member’s next of kin, and the employee may take FMLA leave to provide care to the covered service member, either consecutively or simultaneously. When such designation has been made, the designated individual shall be deemed to be the covered service member’s only next of kin.
- F. “Outpatient status” means, with respect to a covered service member 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 a 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; and
 8. to address care needs of a covered military member's parent who is incapable of self-care; and
 9. to address other events related to a covered military member that both the employee and school district agree is a qualifying exigency.
- H. "Serious health condition" means an illness, injury, impairment, or physical or mental condition that involves:
1. inpatient care in a hospital, hospice, or residential medical care facility; or
 2. continuing treatment by a health care provider
- I. "Spouse" means a husband or wife. For purposes of this definition, husband or wife refers to the other person with whom an individual entered into marriage as defined or recognized under state law for purposes of marriage in the state in which the marriage was entered into or, in the case of a marriage entered into outside of any state, if the marriage is valid in the place where entered into and could have been entered into in at least one state. This definition includes an individual in a same-sex or common law marriage that either: (1) was entered into in a state that recognizes such marriages; or (2) if entered into outside of any state, is valid in the place where entered into and could have been entered into in at least one state.
- J. "Veteran" has the meaning given in 38 United States Code section 101.

IV. LEAVE ENTITLEMENT

A. Twelve-week Leave under Federal Law

1. Eligible employees are entitled to a total of 12 work weeks of unpaid family or medical leave during the applicable 12-month period as defined below, plus any additional leave



as required by law. Leave may be taken for one or more of the following reasons in accordance with applicable law:

- a) birth of the employee's child and to care for such child;
 - b) placement of an adopted or foster child with the employee;
 - c) To care for the employee's spouse, son, daughter, or parent with a serious health condition;
 - d) The employee's serious health condition makes the employee unable to perform the functions of the employee's job; and/or
 - e) any qualifying exigency arising from the employee's spouse, son, daughter, or parent being on covered active duty, or notified of an impending call or order to covered active duty in the Armed Forces.
2. For the purposes of this policy, the leave period is defined as a rolling 12 week period measured forward 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 a 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 service member unable to perform the duties of the service member's office, grade, rank, or rating; or
 - (2) a physical or mental condition for which the covered veteran has received a U.S. Department of Veterans Affairs Service-Related Disability (VASRD) rating of 50 percent or greater and such VASRD rating is based, in whole or in part, on the condition precipitating the need for military caregiver leave; or
 - (3) a physical or mental condition that substantially impairs the covered veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service, or would do so absent treatment; or
 - (4) an injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.
6. Eligible spouses employed by the school district are limited to an aggregate of 12 weeks of leave during any 12-month period for the birth and care of a newborn child or adoption of a child, the placement of a child for foster care, or to care for a parent. This limitation for spouses employed by the school district does not apply to leave taken: by one spouse to care for the other spouse who is seriously ill; to care for a child with a serious health condition; or because of the employee's own serious health condition; or pursuant to Paragraph IV.A.1.e. Above.
7. Depending on the type of leave, intermittent or reduced schedule leave may be granted in the discretion of the school district or when medically necessary. However, part-time employees are only eligible for a pro-rata portion of leave to be used on an intermittent or reduced schedule basis, based on their average hours worked per week. Where an intermittent or reduced schedule leave is foreseeable based on planned medical treatment, the school district may transfer the employee temporarily to an available alternative position for which the employee is qualified and which better accommodates recurring periods of leave than does the employee's regular position, and which has equivalent pay and benefits.
8. If an employee requests a leave for the serious health condition of the employee or the employee's spouse, child or parent, the employee will be required to submit sufficient medical certification. In such a case, the employee must submit the medical certification within 15 days from the date of the request or as soon as practicable under the circumstances.
9. If the school district has reason to doubt the validity of a health care provider's certification, it may require a second opinion at the school district's expense. If the



opinions of the first and second health care providers differ, the school district may require certification from a third health care provider at the school district's expense. An employee may also be required to present a certification from a health care provider indicating that the employee is able to return to work.

10. The school district may also request recertification of an employee's reasons for leave in the event an employee requests an extension to the leave, or where there is a change in the condition which initially precipitated the employee's need for a leave of absence.
11. Requests for leave shall be made to the school district. When leave relates to an employee's spouse, son, daughter, parent, or covered service member 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.
12. 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.
13. 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.
14. The school district requires 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 review in conjunction with the policy review.



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

15. Employees on approved leave for any reason are prohibited from engaging in other employment, including self-employment or work for another employer, during the period of leave. This includes paid or unpaid work, whether remote or in-person, unless such work is expressly approved in writing by the District in advance. Engaging in unauthorized work while on leave may be considered a misuse of leave and grounds for disciplinary action, up to and including termination of employment. This policy shall be enforced uniformly for all employees and in compliance with any applicable collective bargaining agreements, state or federal law.

16. 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

1. 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. 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 requires 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 twenty 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 grading period may be required to extend the leave through the end of a grading period. The number of weeks remaining



before the end of a grading period 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 grading period 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 a grading period.
2. If the instructional employee begins leave for a purpose other than the employee's own serious health condition during the last five weeks of a grading period, the school district may require that the leave be continued until the end of a grading period 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 a grading period.
3. If the instructional employee begins leave for a purpose other than the employee's own serious health condition during the last three weeks of a grading period and the leave will last more than five working days, the school district may require the employee to continue taking leave until the end of a grading period.
4. If the school district requires an instructional employee to extend leave through the end of a semester as set forth in this paragraph, only the period of leave until the employee is ready and able to return to work shall be charged against the employee's FMLA leave entitlement. Any additional leave required by the school district to the end of the school term is not counted as FMLA leave but as an unpaid or paid leave, to the extent the instructional employee has accrued paid leave available and the school district shall maintain the employee's group health insurance and restore the employee to the same or equivalent job, including other benefits, at the conclusion of the leave.

VI. OTHER

- A. The provisions of this policy are intended to comply with applicable law, including the FMLA and applicable regulations. Any terms used from the FMLA will have the same meaning as defined by the FMLA and/or applicable regulations. To the extent that this policy is ambiguous or contradicts applicable law, the language of the applicable law will prevail.
- B. The requirements stated in the collective bargaining agreement between employees in a certified collective bargaining unit and the school district regarding family and medical leaves (if any) shall be followed.

VII. DISSEMINATION OF POLICY

- A. A poster prepared by the U.S. Department of Labor summarizing the major provisions of the Family and Medical Leave Act and informing employees how to file a complaint shall be conspicuously posted in each school district building in areas accessible to employees and applicants for employment.
- B. This policy will be reviewed at least annually for compliance with state and federal law.

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

Cross References: None

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Rev. 2025

413 HARASSMENT AND VIOLENCE

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. DEFINITIONS

- A. Assault is:
 - 1. an act done with intent to cause fear in another of immediate bodily harm or death;

2. the intentional infliction of or attempt to inflict bodily harm upon another; or
 3. the threat to do bodily harm to another with present ability to carry out the threat.
- B. “Harassment” prohibited by this policy consists of physical or verbal conduct, including, but not limited to, electronic communications, relating to an individual’s or group of individuals’ race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, including gender identity or expression, or disability, when the conduct:
1. has the purpose or effect of creating an intimidating, hostile, or offensive working or academic environment;
 2. has the purpose or effect of substantially or unreasonably interfering with an individual’s work or academic performance; or
 3. otherwise adversely affects an individual’s employment or academic opportunities.
- C. “Immediately” means as soon as possible but in no event longer than 24 hours.
- D. Protected Classifications; Definitions
1. “Disability” means, with respect to an individual who:
 - a. has a physical, sensory, or mental impairment that materially limits one or more major life activities of such individual;
 - b. has a record of such an impairment;
 - c. is regarded as having such an impairment; or
 - d. has an impairment that is episodic or in remission and would materially limit a major life activity when active.
 2. “Familial status” means the condition of one or more minors having legal status or custody with:
 - a. The minor’s parent or parents or the minor’s legal guardian; or guardians; or
 - b. the designee of the parent or parents or guardian or guardians with the written permission of the parent or parents or guardian. or guardians. Familial status also means residing with and caring for one or more individuals who lack the ability to meet essential requirements for physical health, safety, or self-care because the individual or individuals



are unable to receive and evaluate information or make or communicate decisions. The protections afforded against harassment or discrimination on the basis of family status apply to any person who is pregnant or is in the process of securing legal custody of an individual who has not attained the age of majority.

3. "Marital status" means whether a person is single, married, remarried, divorced, separated, or a surviving spouse and, in employment cases, includes protection against harassment or discrimination on the basis of the identity, situation, actions, or beliefs of a spouse or former spouse.
 4. "National origin" means the place of birth of an individual or of any of the individual's lineal ancestors.
 5. "Sex" includes, but is not limited to, pregnancy, childbirth, and disabilities related to pregnancy or childbirth.
 6. "Sexual orientation" means to whom someone is, or is perceived of as being, emotionally, physically, or sexually attracted to based on sex or gender identity. A person may be attracted to men, women, both, neither, or to people who are genderqueer, androgynous, or have other gender identities.
 7. "Status with regard to public assistance" means the condition of being a recipient of federal, state, or local assistance, including medical assistance, or of being a tenant receiving federal, state, or local subsidies, including rental assistance or rent supplements.
- E. "Remedial response" means a measure to stop and correct acts of harassment or violence, prevent acts of harassment or violence from recurring, and protect, support, and intervene on behalf of a student who is the target or victim of acts of harassment or violence.
- F. Sexual Harassment; Definition
1. Sexual harassment includes unwelcomed sexual advances, requests for sexual favors, sexually motivated physical conduct or other verbal or physical conduct or communication of a sexual nature when:
 - a) submission to that conduct or communication is made a term or condition, either explicitly or implicitly, of obtaining employment or an education; or
 - b) submission or rejection of that conduct or communication by an individual is used as a factor in decisions affecting that individual's employment or education; or

- c) that conduct or communication has the purpose or effect of substantially interfering with an individual's employment or education, or creating an intimidating, hostile, or offensive employment or educational environment.
2. Sexual harassment may include, but is not limited to:
- a) unwelcome verbal harassment or abuse;
 - b) unwelcome pressure for sexual activity;
 - c) unwelcome, sexually motivated, or inappropriate patting, pinching, or physical contact, other than necessary restraint of student(s) by teachers, administrators, or other school district personnel to avoid physical harm to persons or property;
 - d) unwelcome sexual behavior or words, including demands for sexual favors, accompanied by implied or overt threats concerning an individual's employment or educational status;
 - e) unwelcome sexual behavior or words, including demands for sexual favors, accompanied by implied or overt promises of preferential treatment with regard to an individual's employment or educational status; or
 - f) unwelcome behavior or words directed at an individual because of sexual orientation, including gender identity or expression

G. Sexual Violence; Definition

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

H. Violence; Definition

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

IV. REPORTING PROCEDURES

- A. Any person who believes he or she has been the target or victim of harassment or violence on the basis of a person's Protected Class by a student, teacher, administrator or other school district personnel, or any person with knowledge or belief of conduct that may constitute harassment or violence prohibited by this policy toward a student, teacher, administrator or other school district personnel or group of students, teachers, administrators, or other school district personnel should report the alleged acts immediately to an appropriate school district official designated by this policy. A person may report conduct that may constitute harassment or violence anonymously. However, the school district may not rely solely on an anonymous report to determine discipline or other remedial responses.
- B. The school district encourages the reporting party or complainant to use the report form available from the principal or building supervisor of each building or available from the school district office, but oral reports shall be considered complaints as well.
- C. Nothing in this policy shall prevent any person from reporting harassment or violence directly to a school district human rights officer or to the superintendent. If the complaint involves the building report taker, the complaint shall be made or filed directly with the superintendent or the school district human rights officer by the reporting party or complainant.
- D. In Each School Building. The building principal, the principal's designee, or building supervisor (hereinafter the "building report taker") is the person responsible for receiving oral or written reports of harassment or violence prohibited by this policy, at the building level. Any adult school district personnel, who receive a report of harassment or violence prohibited by this policy, shall inform the building report taker immediately. If the complaint involves the building report taker, the complaint shall be made or filed directly with the superintendent or school district's human rights officer by the reporting party or complainant. The building report taker shall ensure that this policy and its procedures, practices, consequences, and sanctions are fairly and fully implemented and shall serve as a primary contact on policy and procedural matters.
- E. A teacher, school administrator, volunteer, contractor, or other school employee shall be particularly alert to possible situations, circumstances, or events that might include acts of harassment or violence. Any such person who witnesses, observes, receives a report of, or has other knowledge or belief of conduct that may constitute harassment or violence shall make reasonable efforts to address and resolve the harassment or violence and shall inform the building report taker immediately. School district personnel who fail to inform the building report taker of conduct that may constitute harassment or violence or who fails to make reasonable efforts to



address and resolve the harassment or violence in a timely manner may be subject to disciplinary action.

- F. Upon receipt of a report, the building report taker must notify the school district human rights officer immediately, without screening or investigating the report. The building report taker may request, but may not insist upon a written complaint. A written statement of the facts alleged will be forwarded as soon as practicable by the building report taker to the human rights officer. If the report was given verbally, the building report taker shall personally reduce it to written form within 24 hours and forward it to the human rights officer. Failure to forward any harassment or violence report or complaint as provided herein will result in disciplinary action against the building report taker.
- G. In the District. The school board hereby designates the Director of Human Resources as the school district human rights officer(s) to receive reports or complaints of harassment or violence prohibited by this policy. If the complaint involves a human rights officer, the complaint shall be filed directly with the superintendent.
- H. The school district shall conspicuously post the name of the human rights officer(s), including mailing addresses and telephone numbers.
- I. Submission of a good faith complaint or report of harassment or violence prohibited by this policy will not affect the complainant or reporter's future employment, grades, work assignments, or educational or work environment.
- J. Use of formal reporting forms is not mandatory.
- K. Reports of harassment or violence prohibited by this policy are classified as private educational and/or personnel data and/or confidential investigative data and will not be disclosed except as permitted by law.
- L. The school district will respect the privacy of the complainant(s), the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the school district's legal obligations to investigate, to take appropriate action, and to comply with any discovery or disclosure obligations.
- M. Retaliation against a victim, good faith reporter, or a witness of violence or harassment is prohibited.
- N. False accusations or reports of violence or harassment against another person are prohibited.
- O. A person who engages in an act of violence or harassment, reprisal, retaliation, or false reporting of violence or harassment, or permits, condones, or tolerates violence or harassment shall be subject to discipline or other remedial responses for that act in accordance with the school district's policies and procedures.

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

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

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

V. INVESTIGATION

- A. By authority of the school district, the human rights officer, within three (3) days of the receipt of a report or complaint alleging harassment or violence prohibited by this policy, shall undertake or authorize an investigation. The investigation may be conducted by school district officials or by a third party designated by the school district.
- B. The investigation may consist of personal interviews with the complainant, the individual(s) against whom the complaint is filed, and others who may have knowledge of the alleged incident(s) or circumstances giving rise to the complaint. The investigation may also consist of any other methods and documents deemed pertinent by the investigator.
- C. In determining whether alleged conduct constitutes a violation of this policy, the school district should consider the surrounding circumstances, the nature of the behavior, past incidents or past or continuing patterns of behavior, the relationships between the parties involved and the context in which the alleged incidents occurred. Whether a particular action or incident constitutes a violation of this policy requires a determination based on all the facts and surrounding circumstances.
- D. In addition, the school district may take immediate steps, at its discretion, to protect the target or victim, the complainant, and students, teachers, administrators or other school district personnel pending completion of an investigation of alleged harassment or violence prohibited by this policy.
- E. The alleged perpetrator of the act(s) of harassment or violence shall be allowed the opportunity to present a defense during the investigation or prior to the imposition of discipline or other remedial responses.
- F. The investigation will be completed as soon as practicable. The school district human rights officer shall make a written report to the superintendent upon completion of the investigation. If the complaint involves the superintendent, the report may be filed directly with the school board. The report shall include a determination of whether the allegations have been substantiated as factual and whether they appear to be violations of this policy.



VI. SCHOOL DISTRICT ACTION

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

VII. RETALIATION OR REPRISAL

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

VIII. RIGHT TO ALTERNATIVE COMPLAINT PROCEDURES

These procedures do not deny the right of any individual to pursue other avenues of recourse which may include filing charges with the Minnesota Department of Human Rights or another state or federal agency, initiating civil action or seeking redress under state criminal statutes and/or federal law.

IX. HARASSMENT OR VIOLENCE AS ABUSE

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

X. DISSEMINATION OF POLICY AND TRAINING

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

Legal References: Minn. Stat. § 120B.232 (Character Development Education)
Minn. Stat. § 120B.234 (Child Sexual Abuse Prevention Education)
Minn. Stat. § 121A.03, Subd. 2 (Sexual, Religious and Racial Harassment and Violence Policy)
Minn. Stat. § 121A.031 (School Student Bullying Policy)
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
Minn. Stat. § 609.341 (Definitions)
Minn. Stat.Ch. 260E (Reporting of Maltreatment of Minors)
20 U.S.C. § 1681-1688 (Title IX of the Education Amendments of 1972)
29 U.S.C. § 621 *et seq.* (Age Discrimination in Employment Act)
29 U.S.C. § 794 (Section 504 of the Rehabilitation Act of 1973)
42 U.S.C. § 1983 (Civil Action for Deprivation of Rights)
42 U.S.C. § 2000d *et seq.* (Title VI of the Civil Rights Act of 1964)
42 U.S.C. § 2000e *et seq.* (Title VII of the Civil Rights Act)
42 U.S.C. § 1201 *et seq.* (Americans with Disabilities Act)

Cross References: MSBA/MASA Model Policy 102 (Equal Educational Opportunity)

MSBA/MASA Model Policy 401 (Equal Employment Opportunity)
MSBA/MASA Model Policy 402 (Disability Nondiscrimination Policy)
MSBA/MASA Model Policy 402 (Disability Nondiscrimination Policy)
MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 406 (Public and Private Personnel Data)
MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)
MSBA/MASA Model Policy 415 (Mandated Reporting of Maltreatment of Vulnerable Adults)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 514 (Bullying Prohibition Policy)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)
MSBA/MASA Model Policy 522 (Title IX Sex Nondiscrimination, Grievance Procedures and Process)
MSBA/MASA Model Policy 524 (Internet Acceptable Use and Safety Policy)
MSBA/MASA Model Policy 525 (Violence Prevention)
MSBA/MASA Model Policy 526 (Hazing Prohibition)
MSBA/MASA Model Policy 528 (Student Parental, Family, and Marital Status Nondiscrimination)

Adopted: October 5, 1993

MSBA/MASA Model Policy 506

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506 STUDENT DISCIPLINE

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

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

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

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

In view of the foregoing and in accordance with Minnesota Statutes section 121A.55, the school board, with the participation of school district administrators, teachers, employees, students, parents, community

members, and such other individuals and organizations as appropriate, has developed this policy which governs student conduct and applies to all students of the school district.

III. DEFINITIONS

- A. "Nonexclusionary disciplinary policies and practices" means policies and practices that are alternatives to dismissing a pupil from school, including but not limited to evidence-based positive behavior interventions and supports, social and emotional services, school-linked mental health services, counseling services, social work services, academic screening for Title 1 services or reading interventions, and alternative education services. Nonexclusionary disciplinary policies and practices include but are not limited to the policies and practices under Minnesota Statutes, sections 120B.12; 121A.575, clauses (1) and (2); 121A.031, subdivision 4, paragraph (a), clause (1); 121A.61, subdivision 3, paragraph (r); and 122A.627, clause (3).
- B. "Pupil withdrawal agreement" means a verbal or written agreement between a school administrator or district administrator and a pupil's parent to withdraw a student from the school district to avoid expulsion or exclusion dismissal proceedings. The duration of the withdrawal agreement cannot be for more than a 12-month period.

IV. POLICY

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



2. a pupil receiving school-based or school-linked mental health services in the school district under Minnesota Statutes, section 245.4889 continues to be eligible for those services until the pupil is enrolled in a new district; and
3. the school district must provide to the pupil's parent or guardian information on accessing mental health services, including any free or sliding fee providers in the community. The information must also be posted on the school district website.

V. AREAS OF RESPONSIBILITY

- A. The School Board. The school board holds all school personnel responsible for the maintenance of order within the school district and supports all personnel acting within the framework of this discipline policy.
- B. Superintendent. The superintendent shall establish guidelines and directives to carry out this policy, hold all school personnel, students, and parents responsible for conforming to this policy, and support all school personnel performing their duties within the framework of this policy. The superintendent shall also establish guidelines and directives for using the services of appropriate agencies for assisting students and parents. Any guidelines or directives established to implement this policy shall be submitted to the school board for approval and shall be attached as an addendum to this policy.
- C. Principal. The school principal is given the responsibility and authority to formulate building rules and regulations necessary to enforce this policy, subject to final school board approval. The principal shall give direction and support to all school personnel performing their duties within the framework of this policy. The principal shall consult with parents of students conducting themselves in a manner contrary to the policy. The principal shall also involve other professional employees in the disposition of behavior referrals and shall make use of those agencies appropriate for assisting students and parents. A principal, in exercising the person's lawful authority, may use reasonable force when it is necessary under the circumstances to correct or restrain a student to prevent bodily harm or death to the student or another. A principal shall not use prone restraint and shall not inflict any form of physical holding that restricts or impairs a student's ability to breathe; restricts or impairs a student's ability to communicate distress; places pressure or weight on a student's head, throat, neck, chest, lungs, sternum, diaphragm, back, or abdomen; or results in straddling a student's torso.
- D. Teachers. All teachers shall be responsible for providing a well-planned teaching/learning environment and shall have primary responsibility for student conduct, with appropriate assistance from the administration. All teachers shall enforce the Code of Student Conduct. A teacher, in exercising the person's lawful authority, may use reasonable force when it is necessary under the circumstances to correct or restrain a student to prevent bodily harm or death to the student or another. A teacher shall not use prone restraint and shall not inflict any form of physical holding that restricts or impairs a student's ability to breathe; restricts or impairs a student's ability to communicate distress; places pressure or weight on a student's head, throat,

neck, chest, lungs, sternum, diaphragm, back, or abdomen; or results in straddling a student's torso.

- E. Other School District Personnel. All school district personnel shall be responsible for contributing to the atmosphere of mutual respect within the school. Their responsibilities relating to student behavior shall be as authorized and directed by the superintendent. A school employee, school bus driver, or other agent of a school district, in exercising the person's lawful authority, may use reasonable force when it is necessary under the circumstances to restrain a student to prevent bodily harm or death to the student or another. A school employee, which does not include a school resource officer, shall not use prone restraint and shall not inflict any form of physical holding that restricts or impairs a student's ability to breathe; restricts or impairs a student's ability to communicate distress; places pressure or weight on a student's head, throat, neck, chest, lungs, sternum, diaphragm, back, or abdomen; or results in straddling a student's torso.

For the purpose of Minnesota Statutes, section 121A.582 (Student Discipline; Reasonable Force), a school resource officer, as defined in Minnesota Statutes, section 626.8482, subdivision 1, paragraph (c) is not a school employee or agent of the district.

- F. Parents or Legal Guardians. Parents and guardians shall be held responsible for the behavior of their children as determined by law and community practice. They are expected to cooperate with school authorities and to participate regarding the behavior of their children.
- G. Students. All students shall be held individually responsible for their behavior and for knowing and obeying the Code of Student Conduct and this policy.
- H. Community Members. Members of the community are expected to contribute to the establishment of an atmosphere in which rights and duties are effectively acknowledged and fulfilled.
- I. Reasonable Force Reports
1. The school district must report data on its use of any reasonable force used on a student with a disability to correct or restrain the student to prevent bodily harm or death to the student or another that is consistent with the definition of physical holding under Minnesota Statutes, section 125A.0941, paragraph (c), as outlined in section 125A.0942, subdivision 3, paragraph (b).
 2. Beginning with the 2024-2025 school year, the school district must report annually by July 15, in a form and manner determined by the MDE Commissioner, data from the prior school year about any reasonable force used on a general education student to correct or restrain the student to prevent bodily harm or death to the student or another

that is consistent with the definition of physical holding under Minnesota Statutes, section 125A.0941, paragraph (c).

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

VI. STUDENT RIGHTS

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

VII. STUDENT RESPONSIBILITIES

All students have the responsibility:

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

- L. To avoid inaccuracies in student newspapers or publications and refrain from indecent or obscene language;
- M. To conduct themselves in an appropriate physical or verbal manner; and
- N. To recognize and respect the rights of others.

VIII. CODE OF STUDENT CONDUCT

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

1. Violations against property including, but not limited to, damage to or destruction of school property or the property of others, failure to compensate for damage or destruction of such property, arson, breaking and entering, theft, robbery, possession of stolen property, extortion, trespassing, unauthorized usage, or vandalism.
2. The use of profanity or obscene language, or the possession of obscene materials;
3. Gambling, including, but not limited to, playing a game of chance for stakes;
4. Violation of the school district's Hazing Prohibition Policy;
5. Attendance problems including, but not limited to, truancy, absenteeism, tardiness, skipping classes, or leaving school grounds without permission;
6. Violation of the school district's Student Attendance Policy;
7. Opposition to authority using physical force or violence;
8. Using, possessing, or distributing tobacco, tobacco-related devices, electronic cigarettes, or tobacco paraphernalia in violation of the school district's Tobacco-Free Environment;



Possession and Use of Tobacco, Tobacco-Related Devices, and Electronic Delivery Devices Policy;

9. Using, possessing, distributing, intending to distribute, making a request to another person for (solicitation), or being under the influence of alcohol or other intoxicating substances or look-alike substances;
10. Using, possessing, distributing, intending to distribute, making a request to another person for (solicitation), or being under the influence of narcotics, drugs, or other controlled substances (except as prescribed by a physician), or look-alike substances (these prohibitions include medical marijuana or medical cannabis, even when prescribed by a physician, and one student sharing prescription medication with another student);
11. Using, possessing, or distributing items or articles that are illegal or harmful to persons or property including, but not limited to, drug paraphernalia;
12. Using, possessing, or distributing weapons, or look-alike weapons or other dangerous objects;
13. Violation of the school district's Weapons Policy;
14. Violation of the school district's Violence Prevention Policy;
15. Possession of ammunition including, but not limited to, bullets or other projectiles designed to be used in or as a weapon;
16. Possession, use, or distribution of explosives or any compound or mixture, the primary or common purpose or intended use of which is to function as an explosive;
17. Possession, use, or distribution of fireworks or any substance or combination of substances or article prepared for the purpose of producing a visible or an audible effect by combustion, explosion, deflagration or detonation;
18. Using an ignition device, including a butane or disposable lighter or matches, inside an educational building and under circumstances where there is a risk of fire, except where the device is used in a manner authorized by the school;
19. Violation of any local, state, or federal law as appropriate;
20. Acts disruptive of the educational process, including, but not limited to, disobedience, disruptive or disrespectful behavior, defiance of authority, cheating, insolence, insubordination, failure to identify oneself, improper activation of fire alarms, or bomb threats;
21. Violation of the school district's Internet Acceptable Use and Safety Policy;



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

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

IX. RECESS AND OTHER BREAKS

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



1. a student causes or is likely to cause serious physical harm to other students or staff;
 2. the student's parent or guardian specifically consents to the use of recess detention; or
 3. for students receiving special education services, the student's individualized education program team has determined that withholding recess is appropriate based on the individualized needs of the student.
- D. The school district must not withhold recess from a student based on incomplete schoolwork.
- E. The school district must require school staff to make a reasonable attempt to notify a parent or guardian within 24 hours of using recess detention.
- F. The school district must compile information on each recess detention at the end of each school year, including the student's age, grade, gender, race or ethnicity, and special education status. This information must be available to the public upon request. The school district is encouraged to use the data in professional development promoting the use of nonexclusionary discipline.
- G. The school district must not withhold or excessively delay a student's participation in scheduled mealtimes. This section does not alter a district or school's existing responsibilities under Minnesota Statutes, section 124D.111 or other state or federal law.

X. DISCIPLINARY ACTION OPTIONS

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

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

- F. In-school suspension;
- G. Suspension from extracurricular activities;
- H. Detention or restriction of privileges;
- I. Loss of school privileges;
- J. In-school monitoring or revised class schedule;
- K. Referral to in-school support services;
- L. Referral to community resources or outside agency services;
- M. Financial restitution;
- N. Referral to police, other law enforcement agencies, or other appropriate authorities;
- O. A request for a petition to be filed in district court for juvenile delinquency adjudication;
- P. Out-of-school suspension under the Pupil Fair Dismissal Act;
- Q. Preparation of an admission or readmission plan;
- R. Saturday School and/or before or after school detention;
- S. Expulsion under the Pupil Fair Dismissal Act;
- T. Exclusion under the Pupil Fair Dismissal Act; and/or
- U. Restorative justice
- V. 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, a teacher will consult with the building principal or principal designee about the potential removal of the student from class pursuant to the procedures established by this discipline policy. "Removal from class" and "removal" mean any actions taken by a teacher, principal, or other school district employee to prohibit a student from attending a class or activity period for a period of time not to exceed five (5) days, pursuant to this discipline policy.

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

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

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

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

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

C. Procedures for Removal from Class:

1. A student will be removed from class only upon agreement of the appropriate teacher and Principal or Principal's designee after an informal administrative conference with the pupil. The decision to remove a student will ultimately be the responsibility of the Principal or Principal's designee.
2. The length of time of the removal will be at the discretion of the Principal or the Principal's designee after consultation with the teacher, but will not exceed five (5) class or activity periods per incident.
3. Removal from class may be imposed without an informal administrative conference when a student is causing and/or appears to be causing a serious disruption or appears to be creating an immediate and substantial danger to himself/herself or to person(s) or property.
4. In removing a student from class, a District employee may use reasonable force, if necessary, in compliance with Minnesota Statutes section 121A.582 and other laws.

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- D. The removal from class shall be for a period of time deemed appropriate by the principal, in consultation with the teacher and may not exceed five class periods for a violation of a rule of conduct.
 - E. Students who are removed from class will be supervised by a District staff member. The assigned District staff member will determine where the student will go when removed, how they will get to their designated destination, and what the student will do when and while removed.
 - F. Return to Class after Removal:
 - 1. Students will return to class upon completion of the terms of the removal established at the informal administrative conference referenced in section II.B.3.
 - G. Procedures for Notifying a Student and the Student's Parents or Guardian of Violation of the Rules of Conduct and of Resulting Disciplinary Actions;
 - 1. The principal or principal's designee will determine the need for and method of notification to parent or guardian.
 - 2. After the student has been removed from class more than ten (10) times in one school year, the principal or designee will notify the student's parent and guardian and request that the parent or guardian meet with the site administrators to discuss the problem that is causing the student to be removed from class.
 - H. Students on an Individual Education Plan (IEP) The principal or designee will determine whether the student's removal from class requires a meeting to review the adequacy of the student's current Individual Education Plan (IEP) or whether there is a need for further assessment. If it is determined such a meeting is necessary, the student's case manager will schedule and provide appropriate notices of such meeting.
 - 1. Any procedures determined appropriate for referring students in need of special education services to those services.
 - I. Procedures for Detecting and Addressing Chemical Abuse Problems of Students While on School Premises.
 - 1. Every school has a chemical abuse preassessment team pursuant to Minnesota Statutes, section 121A.26. The team is responsible for addressing reports of chemical abuse problems and making recommendations for appropriate responses to the individual reported cases.
 - 2. Within forty-five (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.



3. Any public school teacher, who knows or has reason to believe that a student is using, possessing, or transferring alcohol or a controlled substance while on the school premises or involved in school-related activities, shall immediately notify the school's chemical abuse preassessment team of this information pursuant to Minnesota Statutes, section 121A.29.

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 non exclusionary disciplinary policies and procedures before dismissal proceedings, or pupil withdrawal agreements, except where it appears that the student will create an immediate and substantial danger to self or to surrounding persons or property.

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

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

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

- C. Disciplinary Dismissals Prohibited

1. A pupil enrolled in the following is not subject to dismissals under the Pupil Fair Dismissal Act:
 - a) A preschool or prekindergarten program, including an early childhood family education, school readiness, voluntary prekindergarten, Head Start, or other school-based preschool or prekindergarten program; or



- b) kindergarten through Grade 3.
- 2. This section does not apply to a dismissal from school for less than one school day, except as provided under Minnesota Statutes, chapter 125A and federal law for a student receiving special education services.
- 3. Notwithstanding this section, expulsions and exclusions may be used only after resources outlined under nonexclusionary discipline have been exhausted, and only in circumstances where there is an ongoing serious safety threat to the child or others.

D. Suspension Procedures

- 1. "Suspension" means an action by the school administration, under rules promulgated by the school board, prohibiting a student from attending school for a period of no more than ten (10) school days; provided, however, if a suspension is longer than five (5) school days, the suspending administrator shall provide the superintendent with a reason for the longer term of suspension. This definition does not apply to dismissal for one (1) school day or less where a student with a disability does not receive regular or special education instruction during that dismissal period.
- 2. 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 pupil'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 ten (10) days after the sixth (6th) consecutive day of suspension or the tenth (10th) cumulative day of suspension has elapsed. A copy of the procedural safeguards will be given to the parent/guardian when the decision is made to make a removal that constitutes a change of placement of a child with a disability because of a violation of a code of student conduct.
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 123A.05 selected to allow the pupil to progress toward meeting graduation standards under Minn. Stat. § 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 or before or after school 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 Minn. Stat., Ch. 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, Minn. Stat. §§ 121A.40121A.56, shall be personally served upon the student at or before the time the suspension is to take effect, and upon the student's parent or guardian by mail within forty-eight (48) hours of the conference. (See attached sample Notice of Suspension.)
10. The school administration shall make reasonable efforts to notify the student's parent or guardian of the suspension by telephone as soon as possible following suspension.
11. In the event a student is suspended without an informal administrative conference on the grounds that the student will create an immediate and substantial danger to surrounding persons or property, the written notice shall be served upon the student and the student's parent or guardian within forty-eight (48) hours of the suspension. Service by mail shall be complete upon mailing.
12. Notwithstanding the foregoing provisions, the student may be suspended pending the school board's decision in an expulsion or exclusion proceeding, provided that alternative educational services are implemented to the extent that suspension exceeds five (5) consecutive school days.

E. Expulsion and Exclusion Procedures:

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



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



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



19. The school district shall report any suspension, expulsion or exclusion action taken to the appropriate public service agency, when the student is under the supervision of such agency.
20. The school district must report, through the MDE electronic reporting system, each expulsion or exclusion within thirty (30) days of the effective date of the action to the Commissioner. This report must include a statement of alternative educational services given the student and the reason for, the effective date, and the duration of the exclusion or expulsion. The report must also include the student's age, grade, gender, race, and special education status. The dismissal report must include state student identification numbers of affected students.
21. Whenever a student fails to return to school within ten (10) school days of the termination of dismissal, a school administrator shall inform the student and his/her parent or guardian by mail of the student's right to attend and to be reinstated in the school district.

XIII. ADMISSION OR READMISSION PLAN

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

XIV. NOTIFICATION OF POLICY VIOLATIONS

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

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



XV. STUDENT DISCIPLINE RECORDS

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

XVI. STUDENTS WITH DISABILITIES

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

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

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

XVII. OPEN ENROLLED STUDENTS

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

XVIII. DISCIPLINE COMPLAINT PROCEDURE



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

The Discipline Complaint Procedure must, at a minimum:

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

XIX. DISTRIBUTION OF POLICY

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

XX. REVIEW OF POLICY

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

Legal References:

Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 120B.02 (Educational Expectations and Graduation Requirements for Minnesota Students)
Minn. Stat. § 120B.232 (Character Development Education)
Minn. Stat. § 121A.26 (School Pre Assessment Teams)
Minn. Stat. § 121A.29 (Reporting; Chemical Abuse)
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 121A.575 (Alternatives to Pupil Suspension)
Minn. Stat. § 121A.58 (Corporal Punishment; Prone Restraint; And Certain Physical Holds)
Minn. Stat. § 121A.582 (Student Discipline; Reasonable Force)
Minn. Stat. § 121A.60 (Definitions)
Minn. Stat. -121A.61 (Discipline and Removal of Students from Class)
Minn. Stat. § 121A.611 (Recess and Other Breaks)
Minn. Stat. §§ 122A.42 (General Control of Schools)
Minn. Stat. § 123A.05 (State-Approved Alternative Program Organization)
Minn. Stat. § 124D.03 (Enrollment Options Program)
Minn. Stat. § 124D.08 (School Boards' Approval to Enroll in Nonresident District; Exceptions)
Minn. Stat. Ch.125A (Special Education and Special Programs)
Minn. Stat. § 152.22 Subd. 6 (Definitions)
Minn. Stat. § 152.23 (Limitations)
Minn. Stat. Ch. 260A (Truancy)
Minn. Stat. Ch. 260C (Juvenile Safety and Placement)
20 U.S.C. §§ 1400-1487 (Individuals with Disabilities Education Act)
29 U.S.C. § 794 *et seq.* (Rehabilitation Act of 1973, § 504)
34 C.F.R. § 300.530(e)(1) (Manifestation Determination)

Cross References:

MSBA/MASA Model Policy 413 (Harassment and Violence)
MSBA/MASA Model Policy 419 (Tobacco-Free Environment; Possession and Use of Tobacco, Tobacco-Related Devices, and Electronic Delivery Devices; Vaping Awareness and Prevention Instruction)
MSBA/MASA Model Policy 501 (School Weapons)
MSBA/MASA Model Policy 502 (Search of Student Lockers, Desks, Personal Possessions, and Student's Person)
MSBA/MASA Model Policy 503 (Student Attendance)
MSBA/MASA Model Policy 505 (Distribution of Non-School-Sponsored Materials on School Premises by Students and Employees)
MSBA/MASA Model Policy 507.5 (School Resource Officers)
MSBA/MASA Model Policy 514 (Bullying Prohibition Policy)
MSBA/MASA Model Policy 524 (Internet Acceptable Use and Safety Policy)
MSBA/MASA Model Policy 525 (Violence Prevention)

MSBA/MASA Model Policy 526 (Hazing Prohibition)

MSBA/MASA Model Policy 527 (Student Use and Parking of Motor Vehicles; Patrols, Inspections, and Searches)

MSBA/MASA Model Policy 610 (Field Trips)

MSBA/MASA Model Policy 709 (Student Transportation Safety Policy)

MSBA/MASA Model Policy 711 (Video Recording on School Buses)

MSBA/MASA Model Policy 712 (Video Surveillance Other Than on Buses)

Adopted: 5/27/2025

MSBA/MASA Model Policy 617

Orig. 1998

Rev. 2023

617 EARLY ADMISSION

I. PURPOSE

The purpose of this policy is to provide information and guidance to families and professional staff for a student who has not met the age requirements established in statute.

II. GENERAL STATEMENT OF POLICY

Pursuant to Minnesota Statute 2012, Section 124D.02, subdivision 1, South St. Paul Public School provides early admission for a student.

- A. The policy is to fully comply with Minnesota Statute 124.D.02 requiring the school district to have a board-approved policy for early admission to kindergarten for students.
- B. Enrollment eligibility for Kindergarten and Early Admission Kindergarten:
 - 1. Kindergarten enrollment eligibility: children must be a minimum of five (5) years of age by September 1 of the current school year.
 - 2. Early Admission Kindergarten enrollment eligibility: children currently four (4) in the current school year, turning five (5) between September 2 through October 31, the parent/guardian may request consideration for fall enrollment into kindergarten through the early admission process.
- C. A child's parent/ guardian must submit an early admission application, found on the district website, to the district. A child's early childhood screening must be completed before an Early Admission to Kindergarten can be submitted.
- D. The district will approve procedures that establish a comprehensive evaluation for early admission to kindergarten. These procedures will include how the district will:
 - 1. Determine the child's academic, social, and emotional readiness for kindergarten.
 - 2. Determine the child's ability to meet kindergarten grade expectations.
- E. Testing and observation of the child will be used to determine placement. The comprehensive evaluation will use valid and reliable instruction aligned with Minnesota's kindergarten expectations.

- F. Costs associated with individual student testing will be the responsibility of the student's parent/guardian. Fee waivers are available for families that qualify for educational benefits.
- G. Final decision for determining early admission will be made by the district screening team after the evaluation is concluded.
- H. Enrollment eligibility for first grade:
 - 1. Grade one enrollment eligibility: children, in general, must be six (6) years of age by September 1 of the current school year.
 - 2. Early Admission to grade one enrollment eligibility: children currently five (5) in the current school year, turning six (6) between September 2 through October 31, where a student has not successfully completed a kindergarten program must go through a grade acceleration process for early admission to grade one.

III. Probationary Period

All early admission placements are subject to available space in the classrooms and will be considered probationary for a period outlined in the guidelines.

IV. Compulsory School Attendance

All students shall be governed by Minnesota Statute 120A.22, Compulsory Instruction which states that children between the ages of 7 and 17 years of age must receive instruction unless the child has graduated. In addition, every child under the age of seven who is enrolled in a kindergarten program shall receive instruction.

V. Appeals Process

The decision of the district screening team is final and cannot be appealed.

Legal References: Minn. Stat. § 124D.02 (Kindergarten Enrollment)
Minn. Stat. § 120B.15 (Gifted and Talented)
Minn. Stat. § 120A.20 (Admission to Public School)
Minn. Stat. § 120A.22 (Compulsory Instruction)

Cross References: resident and nonresident student enrollment?

Adopted: April 11, 2005

MSBA/MASA Model Policy 620

Revised: 6/26/06; 9/22/08; 4/24/17; 9/11/17; 5/27/25

Orig. 1998

Rev. 2024

620 CREDIT FOR LEARNING

I. PURPOSE

This policy recognizes student achievement that occurs in postsecondary enrollment option and other advanced enrichment programs. This policy also recognizes student achievement that occurs in other schools, in alternative learning sites, and in out-of-school experiences such as community organizations, work-based learning, and other educational activities and opportunities. This policy addresses transfer of student credit from out-of-state, private, or home schools and online learning programs and to address how the school district will recognize student achievement obtained outside of the school district.

II. GENERAL STATEMENT OF POLICY

The policy of the school district is to provide a process for awarding students credit toward graduation requirements for credits and grades students complete in other schools, postsecondary or higher education institutions, other learning environments, and online courses and programs.

III. DEFINITIONS

- A. "Accredited school" means a school that is accredited by an accrediting agency, recognized according to Minnesota Statutes, section 123B.445, or recognized by the Commissioner of the Minnesota Department of Education (Commissioner).
- B. "Concurrent enrollment" means nonsectarian courses in which an eligible pupil under Minnesota Statutes, section 124D.095, subdivision 5 or 5b, enrolls to earn both secondary and postsecondary credits, are taught by a secondary teacher or a postsecondary faculty member, and are offered at a high school for which the district is eligible to receive concurrent enrollment program aid under Minnesota Statutes, section 124D.091.
- C. "Course" means a course or program.
- D. "Eligible institution" means a Minnesota public postsecondary institution, a private, nonprofit two-year trade and technical school granting associate degrees, an opportunities industrialization center accredited by an accreditor recognized by the United States Department of Education, or a private, residential, two-year or four-year, liberal arts, degree-granting college or university located in Minnesota.
- E. "Nonpublic school" is a private school or home school in which a child is provided instruction in compliance with the Minnesota compulsory attendance laws.

- F. “Weighted grade” is a letter or numerical grade that is assigned a numerical advantage when calculating the grade point average.

IV. TRANSFER OF CREDIT FROM OTHER SCHOOLS

A. Transfer of Academic Requirements from Other Minnesota Public Secondary Schools

1. The school district will accept and transfer secondary credits and grades awarded to a student from another Minnesota public secondary school upon presentation of a certified transcript from the transferring public secondary school evidencing the course taken and the grade and credit awarded.
2. Credits and grades awarded from another Minnesota public secondary school may be used to compute honor roll and/or class rank if a student has earned at least [insert number] credits from the school district.

B. Transfer of Academic Requirements from Other Schools

1. The school district will accept secondary credits and grades awarded to a student for courses successfully completed at a public school outside of Minnesota or an accredited nonpublic school upon presentation of a certified transcript from the transferring public school in another state or nonpublic school evidencing the course taken and the grade and credit awarded.
 - a. When a determination is made that the content of the course aligns directly with school district graduation requirements, the student will be awarded commensurate credits and grades.
 - b. Commensurate credits and grades awarded from an accredited nonpublic school or public school in another state may be used to compute honor roll and/or class rank if a student has earned at least 18 credits from the school district.
 - c. In the event the content of a course taken at an accredited nonpublic school or public school in another state does not fully align with the content of the school district’s high school graduation requirements but is comparable to elective credits offered by the school district for graduation, the student may be provided elective credit applied toward graduation requirements. Credit that does not fully align with the school district’s high school graduation requirements will not be used to compute honor roll and/or class rank.
 - d. If no comparable course is offered by the school district for which high school graduation credit would be provided, no credit will be provided to the student.



2. Students transferring from a non-accredited, nonpublic school shall receive credit from the school district upon presentation of a transcript or other documentation evidencing the course taken and grade and credit awarded.
 - a. Students will be required to provide copies of course descriptions, syllabi, or work samples for determination of appropriate credit. In addition, students also may be asked to provide interviews/conferences with the student and/or student's parent and/or former administrator or teacher; review of a record of the student's entire curriculum at the nonpublic school; and review of the student's complete record of academic achievement.
 - b. Where the school district determines that a course completed by a student at a non-accredited, nonpublic school is commensurate with school district graduation requirements, credit shall be awarded, but the grade shall be "P" (pass).
 - c. In the event the content of a course taken at an non-accredited, nonpublic school does not fully align with the content of the school district's high school graduation requirements but is comparable to elective credits offered by the school district for graduation, the student may be provided elective credit applied toward graduation Requirements.
 - d. If no comparable course is offered by the school district for which local high school graduation credit would be provided, no credit will be provided to the student.
 - e. Credit and grades earned from a non-accredited nonpublic school shall not be used to compute honor roll and/or class rank.
- C. A student must provide the school with a copy of the student's grades in each course taken for secondary credit under this policy, including interim or non final grades earned during the academic term.

V. POSTSECONDARY ENROLLMENT CREDIT

- A. A student who satisfactorily completes a postsecondary enrollment options course or program under Minnesota Statutes, section 124D.09 that has been approved as meeting the necessary requirements is not required to complete other requirements of the academic standards corresponding to that specific rigorous course of study.
- B. Secondary credits granted to a student through a postsecondary enrollment options course or program must be counted toward the graduation requirements and subject area requirements of the district.
 1. Course credit will be considered by the school district only upon presentation of a certified transcript from an eligible institution evidencing the course taken and the grade and credit awarded.

2. Seven quarter or four semester postsecondary credits shall equal at least one full year of high school credit. Fewer postsecondary credits may be prorated.
 3. When a determination is made that the content of the postsecondary course aligns directly with a required course for high school graduation, the commensurate credit and grade will be recorded on the student's transcript as a course credit applied toward graduation requirements.
 4. In the event the content of the postsecondary course does not fully align with the content of a high school course required for graduation but is comparable to elective credits offered by the school district for graduation, the school district may provide elective credit and the grade will be recorded on the student's transcript as an elective course credit applied toward graduation requirements.
 5. If no comparable course is offered by the school district for which high school graduation credit would be provided, the school district will notify the Commissioner, who shall determine the number of credits that shall be granted to a student.
 6. When secondary credit is granted for postsecondary credits taken by a student, the school district will record those credits on the student's transcript as credits earned at a postsecondary institution.
- C. A list of the courses or programs meeting the necessary requirements may be obtained from the school district.
- D. By the earlier of (1) three weeks prior to the date by which a student must register for district courses for the following school year, or (2) March 1 of each year, the school district must provide up-to-date information on the district's website and in materials that are distributed to parents and students about the program, including information about enrollment requirements and the ability to earn postsecondary credit to all pupils in grades 8, 9, 10, and 11. To assist the school district in planning, a pupil must inform the district by October 30 or May 30 of each year of the pupil's intent to enroll in postsecondary courses during the following academic term. A pupil is bound by notifying or not notifying the district by October 30 or May 30.
- E. Postsecondary institutions must notify a pupil's school as soon as practicable if the pupil withdraws from the enrolled course. The institution must also notify the pupil's school as soon as practicable if the pupil has been absent from a course for ten consecutive days on which classes are held, based on the postsecondary institution's academic calendar, and the pupil is not receiving instruction in their home or hospital or other facility.

VI. CREDIT FOR EMPLOYMENT WITH HEALTH CARE PROVIDERS



Consistent with the career and technical pathways program, a student in grade 11 or 12 who is employed by an institutional long-term care or licensed assisted living facility, a home and community-based services and supports provider, a hospital or health system clinic, or a child care center may earn up to two elective credits each year toward graduation under Minnesota Statutes, section 120B.024, subdivision 1, paragraph (a), clause (7), at the discretion of the enrolling school district. A student may earn one elective credit for every 350 hours worked, including hours worked during the summer. A student who is employed by an eligible employer must submit an application, in the form or manner required by the school district, for elective credit to the school district in order to receive elective credit. The school district must verify the hours worked with the employer before awarding elective credit.

VII. ADVANCED ACADEMIC CREDIT

- A. The school district will grant academic credit to a student attending an accelerated or advanced academic course offered by a higher education institution or a nonprofit public agency, other than the school district.
- B. Course credit will be considered only upon official documentation from the higher education institution or nonprofit public agency that the student successfully completed the course attended and passed an examination approved by the school district.
- C. When a determination is made that the content of the advanced academic course aligns directly with a required course for high school graduation, the commensurate credit and grade will be recorded on the student's transcript as a course credit applied toward graduation requirements.
- D. In the event the content of the advanced academic course does not fully align with the content of a high school course required for graduation but is comparable to elective credits offered by the school district for graduation, the school district may provide elective credit and the grade will be recorded on the student's transcript as an elective course credit applied toward graduation requirements.
- E. If no comparable course is offered by the school district for which high school graduation credit would be provided, the school district will notify the Commissioner and request a determination of the number of credits that shall be granted to a student.

VIII. WEIGHTED GRADES

- A. The school district offers weighted grades for courses that are identified as more rigorous or academically challenging as follows:
 - 1. A grade awarded in an International Baccalaureate course will be multiplied by a factor of 1.1
- B. The school district will update its website prior to the beginning of each school year with a listing of the courses for which a student may earn a weighted grade.

IX. PROCESS FOR AWARDING CREDIT

- A. The building principal will be responsible for carrying out the process to award credits and grades pursuant to this policy. The building principal will notify students in writing of the decision as to how credits and grades will be awarded.
- B. A student or the student's parent or guardian may seek reconsideration of the decision by the building principal as to credits and/or grades awarded upon request of a student or the student's parent or guardian if the request is made in writing to the superintendent within five school days of the date of the building principal's decision. The request should set forth the credit and/or grade requested and the reason(s) why credit(s)/grade(s) should be provided as requested. Any pertinent documentation in support of the request should be submitted.
- C. The decision of the superintendent as to the award of credits or grades shall be a final decision by the school district and shall not be appealable by the student or student's parent or guardian except as set forth in Section IX.D. below.
- D. If a student disputes the number of credits granted by the school district for a particular postsecondary enrollment course, or advanced academic credit course, the student may appeal the school district's decision to the Commissioner. The decision of the Commissioner shall be final.
- E. At any time during the process, the building principal or superintendent may ask for course descriptions, syllabi, or work samples from a course where content of the course is in question for purposes of determining alignment with graduation requirements or the number of credits to be granted. Students will not be provided credit until requested documentation is available for review, if requested.

Legal References:	Minn. Stat. § 120B.02 (Educational Expectations and Graduation Requirements for Minnesota's Students)
	Minn. Stat. § 120B.021 (Required Academic Standards)
	Minn. Stat. § 120B.11 (School District Process for Reviewing Curriculum, Instruction, and Student Achievement Goals; Striving for Comprehensive Achievement and Civic Readiness)
	Minn. Stat. § 120B.14 (Advanced Academic Credit)
	Minn. Stat. § 123B.02 (General Powers of Independent School Districts)
	Minn. Stat. § 123B.445 (Nonpublic Education Council)
	Minn. Stat. § 124D.03, Subd. 9 (Enrollment Options Program)
	Minn. Stat. § 124D.09 (Postsecondary Enrollment Options Act)
	Minn. Stat. § 124D.094 (Online Instruction Act)
	Minn. Rules Parts 3501.0660 (Academic Standards for Language Arts)
	Minn. Rules Parts 3501.0700-3501.0745 (Academic Standards for Mathematics)
	Minn. Rules Parts 3501.0820 (Academic Standards for the Arts)
	Minn. Rules Parts 3501.0900-3501.0960 (Academic Standards in Science)
	Minn. Rules Parts 3501.1200-3501.1210 (Academic Standards for English)

Language Development)

Minn. Rules Parts 3501.1300-3501.1345 (Academic Standards for Social Studies)

Minn. Rules Parts 3501.1400-3501.1410 (Academic Standards for Physical Education)

Cross References:

MSBA/MASA Model Policy 104 (School District Mission Statement)

MSBA/MASA Model Policy 601 (School District Curriculum and Instruction Goals)

MSBA/MASA Model Policy 613 (Graduation Requirements)

MSBA/MASA Model Policy 614 (School District Testing Plan and Procedure)

MSBA/MASA Model Policy 615 (Testing Accommodations, Modifications, and Exemptions for IEPs, Section 504 Plans, and LEP Students)

MSBA/MASA Model Policy 616 (School District System Accountability)

MSBA/MASA Model Policy 618 (Assessment of Student Achievement)

MSBA/MASA Model Policy 624 (Online Learning Options)

Adopted: _____

MSBA/MASA Model Policy 624

Orig. 2024

Revised: 5/27/25

Rev. _____

624 ONLINE INSTRUCTION

I. PURPOSE

The purpose of this policy is to recognize and govern online instruction options of students enrolled in the school district for purposes of compulsory attendance and address enrollment of students with an online instruction site for supplemental or full-time online learning.

II. GENERAL STATEMENT OF POLICY

- A. The school district shall not prohibit an enrolled student from applying to enroll in online instruction.
- B. The school district shall grant academic credit for completing the requirements of an online instruction course or program.

III. DEFINITIONS

- A. "Blended instruction" means a form of digital instruction that occurs when a student learns part time in a supervised physical setting and part time through online instruction under paragraph (E).
- B. "Digital instruction" means instruction facilitated by technology that offers students an element of control over the time, place, path, or pace of learning and includes blended and online instruction.
- C. "Enrolling district" means the school district in which a student is enrolled under Minnesota Statutes, section 120A.22, subdivision 4.
- D. "Online course syllabus" means a written document that identifies the state academic standards taught and assessed in a supplemental online course under paragraph (I); course content outline; required course assessments; instructional methods; communication procedures with students, guardians, and the enrolling district under paragraph (C); and supports available to the student.
- E. "Online instruction" means a form of digital instruction that occurs when a student learns primarily through digital technology away from a supervised physical setting.
- F. "Online instructional site" means a site that offers courses using online instruction under paragraph (E) and may enroll students receiving online instruction under paragraph (E).
- G. "Online teacher" means an employee of the enrolling district under paragraph (C) or the supplemental online course provider under paragraph (J) who holds the appropriate licensure

under Minnesota Rules, chapter 8710, and is trained to provide online instruction under paragraph (E).

- H. "Student" means a Minnesota resident enrolled in a school defined under Minnesota Statutes, section 120A.22, subdivision 4, in kindergarten through grade 12 up to the age of 21.
- I. "Supplemental online course" means an online learning course taken in place of a course provided by the student's enrolling district under paragraph (C).
- J. "Supplemental online course provider" means a school district, an intermediate school district, an organization of two or more school districts operating under a joint powers agreement, or a charter school located in Minnesota that is authorized by the Minnesota Department of Education (MDE) to provide supplemental online courses under paragraph (I).

IV. DIGITAL INSTRUCTION

- A. An enrolling district may provide digital instruction, including blended instruction and online instruction, to the district's own enrolled students. Enrolling districts may establish agreements to provide digital instruction, including blended instruction and online instruction, to students enrolled in the cooperating schools.
- B. When online instruction is provided, an online teacher shall perform all duties of teacher of record under Minnesota Rules, part 8710.0310. Unless the Commissioner of MDE grants a waiver, a teacher providing online instruction shall not instruct more than 40 students in any one online learning course or section.
- C. Students receiving online instruction full time shall be reported as enrolled in an online instructional site.
- D. Curriculum used for digital instruction shall be aligned with Minnesota's current academic standards and benchmarks.
- E. Digital instruction shall be accessible to students under sections 504 and 508 of the federal Rehabilitation Act and Title II of the federal Americans with Disabilities Act.
- F. An enrolling district providing digital instruction and a supplemental online course provider shall assist an enrolled student whose family qualifies for the education tax credit under Minnesota Statutes, section 290.0674 to acquire computer hardware and educational software so they may participate in digital instruction. Funds provided to a family to support digital instruction or supplemental online courses may only be used for qualifying expenses as determined by the provider. Nonconsumable materials purchased with public education funds remain the property of the provider. Records for any funds provided must be available for review by the public or MDE.
- G. An enrolling district providing digital instruction shall establish and document procedures for determining attendance for membership and keep accurate records of daily attendance under Minnesota Statutes, section 120A.21.



V. SUPPLEMENTAL ONLINE COURSES

- A. Notwithstanding Minnesota Statutes, sections 124D.03 and 124D.08 and Minnesota Statutes, chapter 124E, procedures for applying to take supplemental online courses other than those offered by the student's enrolling district are as provided in this subdivision.
- B. Any kindergarten through grade 12 student may apply to take a supplemental online course. The student, or the student's parent or guardian for a student under age 17, must submit an application for the proposed supplemental online course or courses. A student may:
 - 1. apply to take an online course from a supplemental online course provider that meets or exceeds the academic standards of the course in the enrolling district they are replacing;
 - 2. apply to take supplemental online courses for up to 50 percent of the student's scheduled course load;
 - 3. apply to take supplemental online courses no later than 15 school days after the student's enrolling district's term has begun. An enrolling district may waive the 50 percent course enrollment limit or the 15-day time limit; and
 - 4. enroll in additional courses with the online learning provider under a separate agreement that includes terms for paying any tuition or course fees.
- C. A student taking a supplemental online course must have the same access to the computer hardware and education software available in a school as all other students in the enrolling district.
- D. A supplemental online course provider must have a current, approved application to be listed by MDE as an approved provider. The supplemental online course provider must:
 - 1. use an application form specified by MDE;
 - 2. notify the student, the student's guardian if they are age 17 or younger, and enrolling district of the accepted application to take a supplemental online course within ten days of receiving a completed application;
 - 3. notify the enrolling district of the course title, credits to be awarded, and the start date of the online course. A supplemental online course provider must make the online course syllabus available to the enrolling district;
 - 4. request applicable academic support information for the student, including a copy of the IEP, EL support plan, or 504 plan; and
 - 5. track student attendance and monitor academic progress and communicate with the student, the student's guardian if they are age 17 or younger, and the enrolling district's designated online learning liaison.



- E. A supplemental online course provider may limit enrollment if the provider's school board or board of directors adopts by resolution specific standards for accepting and rejecting students' applications. The provisions may not discriminate against any protected class or students with disabilities.
- F. A supplemental online course provider may request that MDE review an enrolling district's written decision to not accept a student's supplemental online course application. The student may participate in the supplemental online course while the application is under review. Decisions shall be final and binding for both the enrolling district and the supplemental online course provider.
- G. A supplemental online course provider must participate in continuous improvement cycles with MDE.

VI. ENROLLING DISTRICT

- A. An enrolling district may not restrict or prevent a student from applying to take supplemental online courses.
- B. An enrolling district may request an online course syllabus to review whether the academic standards in the online course meet or exceed the academic standards in the course it would replace at the enrolling district.
- C. Within 15 days after receiving notice of a student applying to take a supplemental online course, the enrolling district must notify the supplemental online course provider whether the student, the student's guardian, and the enrolling district agree that academic standards in the online course meet or exceed the academic standards in the course it would replace at the enrolling district. If the enrolling district does not agree that the academic standards in the online course meet or exceed the academic standards in the course it would replace at the enrolling district, then:
 - 1. the enrolling district must provide a written explanation of the district's decision to the student, the student's guardian, and the supplemental online course provider; and
 - 2. the online provider must provide a response to the enrolling district explaining how the course or program meets the graduation requirements of the enrolling district.
- D. An enrolling district may reduce the course schedule of a student taking supplemental online courses in proportion to the number of supplemental online learning courses the student takes.
- E. An enrolling district must appoint an online learning liaison who:
 - 1. provides information to students and families about supplemental online courses;
 - 2. provides academic support information including IEPs, EL support plans, and 504 plans to supplemental online providers; and

3. monitors attendance and academic progress, and communicates with supplemental online learning providers, students, families, and enrolling district staff.
- F. An enrolling district must continue to provide support services to students taking supplemental online courses as they would for any other enrolled student including support for English learners, case management of an individualized education program, and meal and nutrition services for eligible students.
- G. An online learning student must receive academic credit for completing the requirements of a supplemental online learning course. If a student completes an online learning course that meets or exceeds a graduation standard or the grade progression requirement at the enrolling district, that standard or requirement is met.
- H. Secondary credits granted to a supplemental online learning student count toward the graduation and credit requirements of the enrolling district. The enrolling district must apply the same graduation requirements to all students, including students taking supplemental online courses.
- I. An enrolling district must provide access to extracurricular activities for students taking supplemental online courses on the same basis as any other enrolled student.

VII. REPORTING

Courses that include blended instruction and online instruction must be reported in the manner determined by the Commissioner of MDE.

Legal References:

- Minn. Stat. § 120A.21 (Enrollment of a Student in Foster Care)
- Minn. Stat. § 120A.22 (Compulsory Instruction)
- Minn. Stat. § 120A.24 (Reporting)
- Minn. Stat. § 124D.03 (Enrollment Options Act)
- Minn. Stat. § 124D.08 (School Board's Approval to Enroll in Nonresident District; Exceptions)
- Minn. Stat. § 124D.094 (Online Instruction Act)
- Minn. Rules Ch. 8710 (Teacher and Other School Professional Licensing)

Cross References:

- MSBA/MASA Model Policy 613 (Graduation Requirements)
- MSBA/MASA Model Policy 620 (Credit for Learning)



SOUTH ST. PAUL PUBLIC SCHOOLS
School Board Agenda Item

Meeting Date: May 27, 2025
Place on Agenda: Board Meeting
Action Requested: Approval
Attachment: MSHSL Resolution

Topic: Minnesota State High School League Resolution
Presenter(s): Brady Krueger, Activities Director
<p>The Resolution for Membership is an annual resolution adopted by each Minnesota State High School League member school to renew their membership with the MSHSL. Each school's governing board agrees to adopt the Constitution, Bylaws, Policies and Regulations of the League and all amendments as are published in the latest edition of the League's Official Handbook, or as appears on the League's website, as the minimum standards governing participation in said League-sponsored activities and athletics. This should be done at the June or July school board meeting prior to the start of the upcoming school year.</p> <p>This annual resolution will go before the School Board for approval at their Tuesday, May 27, 2025 meeting.</p>
<p>Recommendation:</p> <p>Administration recommends the approval of the Resolution for Membership in the Minnesota State High School League.</p>
<p>Alternatives:</p> <p>Do not approve and direct administration with next steps.</p>

Passionate Learners Positively Changing Our World



**2025-2026 RESOLUTION FOR MEMBERSHIP
IN THE MINNESOTA STATE HIGH SCHOOL LEAGUE
Membership Renewal Form**

This form must be completed once for each school in the district.

Must be completed and submitted to MSHSL NOT LATER THAN JULY 31, 2025. Retain one copy for the school files.

RESOLVED, that the Governing Board or Entity of South St. Paul High School (Name of School) located in the State of Minnesota delegates the control, supervision and regulation of interscholastic activities and athletics (referred to in MN Statutes, Section 128C.01) to the Minnesota State High School League, and so hereby certifies to the State Commissioner of Education as provided for by Minnesota Statutes.

FURTHER RESOLVED, that the school listed is authorized by this, the Governing Board of said school district or school to renew its membership in the Minnesota State High School League; and to participate in the approved interscholastic activities and athletics sponsored by said League and its various subdivisions.

FURTHER RESOLVED, that this Governing Board or Entity hereby adopts the Constitution, Bylaws, Policies, Rules and Regulations of said League and all amendments thereto as the same as are published in the latest edition of the League's *Official Handbook*, on file at the office of the school district or school, or as appears on the League's website, as the minimum standards governing participation in said League-sponsored activities and athletics. Further, the administration and responsibility for determining student eligibility and for the supervision of such activities and athletics are assigned to the official representatives identified by this Governing Board or Entity.

Signing this Resolution for Membership affirms that this Governing Board has reviewed all required membership materials provided by the League which defines the purpose and value of education-based activity and athletic and programs and defines each member school's responsibilities.

Member schools must develop and publicize administrative procedures to address eligibility suspensions related to Student Code of Responsibilities (Bylaw 206.2) violations for students participating in activity and athletic programs by member schools.

The above Resolution was adopted by the Governing Board or Entity of this school or district and is recorded in the official minutes of said Board and hereby is certified to the State Commissioner of Education as provided for by law.

The following is taken from the MSHSL Constitution:

208.00 LOCAL CONTROL

208.01 Designated School Representatives

At the beginning of the League's fiscal year, the governing board of each member school shall designate two (2) representatives who are authorized to vote for the member school at all district, region and section meetings and on mail ballots where member schools are called upon to vote.

One of the designated representatives shall be a member of the school's governing board and the other shall be an administrator or full-time faculty member of the member school.

In school districts with multiple schools, the designated representative from the school district's governing body may represent more than one school and is entitled to one vote for each school they represent.

208.02 Designated Activity Representatives

At the beginning of the League's fiscal year, the governing board of each member school shall select individuals to represent its school in the following areas: (a) boys sports; (b) girls sports; (c) speech; and (d) music.

208.03 Local Advisory Committee

Each school is urged to form an advisory committee for League activities. Committee membership is not limited to but shall include a school board member, a student, a parent, and a faculty member, to advise the designated school representatives on all matters relating to the school's membership in the MSHSL.

South St. Paul High School

Name of School (Please Print)

208.01 VOTE ON BEHALF OF THE HIGH SCHOOL

Kim Humann

(Designated School Board Member – please print)

Brady Krueger

(Designated School Representative – please print)

khumann@sspps.org

Email Address

bkrueger@sspps.org

Email Address

208.02 ACTIVITY REPRESENTATIVES

(Boys Sports – please print)

(Girls Sports – please print)

(Speech – please print)

(Music – please print)

208.03 LOCAL ADVISORY COMMITTEE MEMBERS

(Board Member—please print)

(Student—please print)

(Parent—please print)

(Faculty Member—please print)

(Mailing Representative—please print)

The Mailing Representative is the person to whom mailings go. This is usually the Activity Director.

Print Name: _____

(Clerk/Secretary - Local Governing Board)

Print Name: _____

(Superintendent or Head of School)

Signed: _____

Signature required

(Clerk/Secretary - Local Governing Board)

electronically through DocuSign

Date: _____

Signed: _____

Signature required

(Superintendent or Head of School)

electronically through DocuSign

Date: _____



SOUTH ST. PAUL PUBLIC SCHOOLS
School Board Agenda Item

Meeting Date: May 27, 2025

Place on Agenda: Business Meeting

Action Requested: Approval

Attachment: 2025-30 Strategic Plan Executive Summary

Topic: 2025-30 Strategic Plan
Presenter(s): Dr. Brian Zambreno, Superintendent of Schools
Background: Enclosed is the Executive Summary of the South St. Paul Public Schools 2025–2030 Strategic Plan. This document summarizes the collaborative process undertaken to define the district’s priorities and direction for the next five years. Rooted in the mission to Engage, Educate, and Empower, and shaped by input from students, staff, families, and community members, the plan outlines three strategic pillars—Packer Performance, Packer Pride, and Packer Promise—each with clear goals to guide our collective work. The Strategic Planning Steering Committee will present the final plan to the School Board at the May 27, 2025 meeting for formal consideration.
Recommendation: The Strategic Planning Steering Committee and District Administration Recommends the approval of the 2025-30 Strategic Plan.
Alternatives: Do not approve and direct administration with next steps.



South St. Paul Public Schools Strategic Plan

Executive Summary

South St. Paul Public Schools launched a comprehensive strategic planning process in September of 2024 to define the district's priorities and guide our work from 2025 to 2030. This effort is grounded in our commitment to academic excellence, whole-child development, and strong community partnerships.

Building on the momentum of recent district initiatives, including the Core Values developed in partnership with the City of South St. Paul, Packer Pathways, and intentional efforts to improve academic outcomes, this plan is designed to shape the next chapter of our shared vision: *to be a destination district—a community where everyone wants to live, work, play, and go to school.*

In partnership with Studer Education, a national leader in strategic planning for school systems, the district engaged stakeholders across our learning community to ensure the plan reflects the voices and values of those we serve. The process includes input from students, staff, families, and community members through focus groups, surveys, and a Strategic Planning Steering Committee.

PROCESS OVERVIEW

- **Fall 2024:** Launched community engagement efforts, including focus groups and surveys.
 - **Winter 2024–2025:** Strategic Planning Steering Committee meets to analyze data, identify key themes, and draft strategic priorities.
 - **Spring 2025:** Final plan developed, refined, and presented for School Board approval.
 - **Summer 2025:** Implementation planning begins, including aligned goals and performance measures.
-

STAKEHOLDER ENGAGEMENT HIGHLIGHTS

- 18 Strategic Planning Steering Committee members
 - 300+ community and staff survey responses
 - 10 focus groups with students, staff, families, and community members
-

STRATEGIC PLANNING STEERING COMMITTEE

The Steering Committee represents a cross-section of voices from across South St. Paul, including staff, students, families, and community members. Their role is to provide insight, identify district strengths and opportunities, and help shape the core priorities of the plan.

Committee Member	Representative Site	Representative Role
Leah Bourg	Secondary	Staff
*Lisa Brandecker	District	Staff
Terry Bretoi	Kaposia	Admin
Jane Cornell	Secondary/Lincoln Center	Staff/Parent
Linda Diaz	Secondary	Parent
Zach Fredricks	Lincoln Center	Staff/Parent
Paige Hillstrom	Kaposia	Staff
Kim Humann	Kaposia/Secondary/District	Board Member
Soviett Loyd	Kaposia	Staff
Katie Peterson	Lincoln Center	Parent
*Tina Posnanski	Studer Education	Consultant/Facilitator
Janelle Rose	Lincoln Center	Parent
Tom Seaberg	Secondary/Community	Parent/City Council
Jody Sielski	CLC	Parent or Staff
Kristen Spanjers	Lincoln Center	Staff/Parent
Teresa Tonda	Secondary	Staff
Angie Weitzell	Kaposia	Parent
*Brian Zambreno	District	Staff

**denotes ex-officio representatives*

We are grateful to everyone who contributed their voices to this process as we chart a shared course for the future of South St. Paul Public Schools.

COMMITTEE MEETING SYNOPSES

September 25, 2024 – Kickoff Meeting

The Strategic Planning Steering Committee convened for the first time to launch the 2025–2030 strategic planning process. Members were welcomed and briefed on their roles, the process timeline, and overarching goals. The committee began initial discussions focused on data analysis and refining the district's mission and vision. This session set the stage for collaborative work grounded in community input and shared values.

November 6, 2024 – Identifying Themes

Committee members met virtually to review and analyze raw feedback from stakeholder focus groups conducted in September. Participants were asked to identify 3–5 key themes from the data, with an eye toward possible goal formation. This session marked a critical step in identifying the community's priorities, which would help shape the plan's core pillars.

January 8, 2025 – Pillars and Goals Development

The committee reconvened in person to build upon the focus group insights. Key themes were refined into three draft strategic pillars—**Packer Performance, Packer Pride, and Packer Promise**—each supported by preliminary goals. The committee emphasized inclusive language, student achievement, staff support, and stronger community engagement. The meeting reflected collaborative momentum toward defining district priorities.

February 19, 2025 – Pillar Language Refinement

This session focused on refining the wording of the strategic pillars and goals for clarity and alignment. Members reviewed revisions made by the Communications Team to ensure language integrity while enhancing coherence. Feedback from this meeting will inform the final edits to the draft plan. Attendance was strong, reflecting the committee's commitment to consensus and shared ownership of the plan.

April 14, 2025 – Strategic Plan Draft Presentation

The Strategic Planning Steering Committee presented a draft of the 2025–2030 Strategic Plan to the School Board during a work session. The plan is the result of several months of collaboration, engagement, and feedback from students, staff, families, and community members.

STRATEGIC PLAN RECOMMENDATION

OUR MISSION: Engage, Educate, Empower!

OUR VISION: Nurturing an inclusive Packer community of lifelong learners.

KEY PILLARS

Packer Performance: Fostering Growth and Achievement

- **Focus on Growth:** Cultivate an environment that encourages continuous improvement, academic success, and high performance.
- **Support Staff Excellence:** Empower and support staff as they learn and collaborate to drive student achievement.
- **Expand Opportunities:** Offer diverse academic and extracurricular experiences that inspire curiosity, critical thinking, and personal growth.

Packer Pride: Celebrating Core Values and Community

- **Align Actions with Core Values:** Ensure every decision and action reflects our commitment to Pride, Respect, Resilience, Integrity, Collaboration, and Equity.
- **Promote District Strengths:** Showcase what makes our district unique and welcoming, attracting students, families, and staff.
- **Celebrate and Promote Engagement:** Recognize and appreciate the dedication of students, families, staff, and community members in fostering a thriving and supportive educational environment.

Packer Promise: Cultivating Inclusive Opportunities for All

- **Cultivate a Welcoming Environment:** Build a safe, inclusive, and supportive learning community where everyone feels valued and heard.
- **Communicate Transparently:** Foster trust by delivering clear, consistent, and transparent communication that encourages engagement and strengthens relationships.
- **Expand Pathways to Success:** Provide diverse opportunities for students to explore their academic and personal goals, unlocking their full potential for success in school, careers, and life.
- **Foster Belonging:** Strengthen connections through shared experiences that create a sense of pride and belonging within our schools and community.

NEXT STEPS

Following approval of the strategic plan, the district will move into the implementation phase with two key initiatives:

- **Building-Level Vision Cards:** School and district leaders will collaboratively develop vision cards over the coming months. These cards will outline detailed action steps aligned to the strategic priorities, along with a clear rubric to measure progress over time. Vision cards will support transparency, alignment, and continuous improvement at every level of the organization. Vision Cards will serve as a bridge between strategy and action, helping bring our plan to life through clarity, alignment, and accountability at every level.
- **District Branding Refresh:** To align with the updated vision and direction of the district, we are also launching a branding refresh. This work will help ensure our visual identity, messaging, and communications are streamlined and reflect who we are and who we aspire to be as a destination district.

RECOMMENDED BOARD ACTION

The Strategic Planning Steering Committee will present the 2025-2030 Strategic Plan for approval to the School Board at their meeting on Tuesday, May 27, 2025.



Strategic Plan - 2025-2030

Mission: *Engage, Educate, Empower!*

Vision: *Nurturing an inclusive Packer community of lifelong learners.*

Packer Performance- Fostering Growth and Achievement

- **Focus on Growth:** Cultivate an environment that encourages continuous improvement, academic success, and high performance.
- **Support Staff Excellence:** Empower and support staff as they learn and collaborate to drive student achievement
- **Expand Opportunities:** Offer diverse academic and extracurricular experiences that inspire curiosity, critical thinking, and personal growth.

Packer Pride - Celebrating Core Values and Community

- **Align Actions with Core Values:** Ensure every decision and action reflects our commitment to our community values of Pride, Respect, Resilience, Integrity, Collaboration, and Equity.
- **Promote District Strengths:** Showcase what makes our district unique and welcoming, attracting students, families, and staff.
- **Celebrate and promote hard work and engagement:** Recognize and appreciate the dedication of students, families, staff, and community members in fostering a thriving and supportive educational environment.

Packer Promise - Cultivating Inclusive Opportunities for All

- **Cultivate a Welcoming Environment:** Build a safe, inclusive, and supportive learning community where everyone feels valued and heard.
- **Communicate Transparently:** Foster trust by delivering clear, consistent, and transparent communication that encourages engagement and strengthens relationships.
- **Expand Pathways to Success:** Provide diverse opportunities for students to explore their academic and personal goals, unlocking their full potential for success in school, careers, and life.
- **Foster Belonging:** Strengthen connections through shared experiences that create a sense of pride and belonging within our schools and community (moved down from Packer Pride).



SOUTH ST. PAUL PUBLIC SCHOOLS
School Board Agenda Item

Meeting Date: May 27, 2025

Place on Agenda: Regular Agenda/Business Items

Action Requested: Approval

Attachment: Acceptance of Gifts Resolution

Topic: Acceptance of Gifts
Presenter(s): Ra Chhoth, Finance Director
Background: Per school board policy, the School Board may receive and accept, for the benefit of the school district, bequests, donations of money, or gifts for any purpose. All gifts received by the District must comply with applicable fire codes, health guidelines, and safety regulations (i.e. furniture, technology, and appliances).
Recommendation: Administration recommend the approval of the Acceptance of Gifts Resolution.
Alternatives: Do not approve the Acceptance of Gifts Report and direct administration with the next steps.

Passionate Learners Positively Changing Our World

Board Meeting Date: May 27, 2025

Acceptance of Gifts Resolution

Monetary

Donation Amount	Designated To	Donation From	Purpose
\$12,000.00	SSPPS	Anonymous	Girl's HS Flag Football

Value in Kind

Donation Item	Designated To	Donation From	Purpose
17 Chairs	SSP Secondary	EcoWater Systems	Replacement



SOUTH ST. PAUL PUBLIC SCHOOLS
School Board Agenda Item

Meeting Date: Tuesday, May 27, 2025

Place on Agenda: Business Item

Action Requested: Approval

Attachment: Proposed Resolution for #917 LTFM Revenue Program
Appendix A – LTFM Plan FY27

Topic: #917 Long Term Facilities Maintenance Revenue
Presenter(s): Ra Chhoth, Finance Director
Background: <p>Attached is a resolution approving South St Paul’s portion of Intermediate School District No. 917’s Long Term Facilities Maintenance (LTFM) Revenue.</p> <p>#917 does not have authority to levy and therefore cannot levy for Long Term Facilities Maintenance Revenue dollars. The member districts are allowed to levy on behalf of #917 and the funds are then paid to #917 for the work.</p> <p>Their proposed 2026-27 budget is \$421,100 (the 2025-26 budget was \$255,500), and South St Paul’s share of that budget is \$17,594.06 (the previous levy for SSP was \$11,318.65). The allocation for each #917 member district is based on the number of students and net tax capacity in that district.</p> <p>In addition, #917 will submit their 10-Year LTFM plan to the Minnesota Department of Education (MDE).</p>
Recommendation: Approval
Alternatives: Do not approve. #917 will not receive SSP share of LTFM revenue.

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EXTRACT OF MINUTES OF MEETING
OF SCHOOL BOARD OF
SPECIAL SCHOOL DISTRICT #6
(South St. Paul)
STATE OF MINNESOTA

Pursuant to due call and notice thereof, a School Board meeting of Special School District No. 6, State of Minnesota, was held on May 27, 2025 at 6:00 pm., for the purpose, in part, of approving the Intermediate School District No. 917's Long-Term Facility Maintenance budget and authorizing the inclusion of a proportionate share of Intermediate School District's long-term facility maintenance projects in the district's application for long-term facility maintenance.

Director _____ introduced the following resolution and moved its adoption:

**RESOLUTION APPROVING INTERMEDIATE SCHOOL DISTRICT
NO. 917'S LONG-TERM FACILITY MAINTENANCE PROGRAM
BUDGET AND AUTHORIZING THE INCLUSION OF A
PROPORTIONATE SHARE OF THOSE PROJECTS IN THE DISTRICT'S
APPLICATION FOR LONG-TERM FACILITY MAINTENANCE
REVENUE**

BE IT RESOLVED by the School Board of Special School District No. 6, State of Minnesota, as follows:

1. The School Board of Intermediate School District 917 has approved a long-term facility maintenance program budget for its facilities for the 2026-27 school year in the amount of \$421,100.00 of which our District #6 proportionate share is \$17,594.04. The various components of this program budget are attached as Exhibit A here to and are incorporated herein by reference. Said budget is hereby approved. (Exhibit A.)
2. Minnesota Statutes, Section 123B.57, Subdivision 1, as amended, provides that if an intermediate school district's long-term facility maintenance budget is approved by the school boards of each of the intermediate school district's member school districts, each member district may include its proportionate share of the costs of the intermediate school district program in its long-term facility maintenance revenue application.
3. The proportionate share of the costs of the intermediate school district's long-term facility maintenance program for each member school district to be included in its application shall be determined by multiplying the total cost of the intermediate school district long-term facility maintenance program times a formula that weights two components equally between the member districts; total net tax capacity and Adjusted pupil units. The

long-term facility maintenance costs shall be funded through annual levy instead of issuing bonds. The inclusion of this proportionate share in the district's long-term facility maintenance revenue application for fiscal year 2027 is hereby approved, subject to approval by the Commissioner of Education.

4. Upon receipt of the proportionate share of long-term facility maintenance revenue attributable to the intermediate school district program, the district shall promptly pay to the intermediate school district the applicable aid or levy proceeds.

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

And the following voted against the same:

Whereupon said resolution was declared duly passed and adopted.

STATE OF MINNESOTA

COUNTY OF DAKOTA

I, the undersigned, being the duly qualified and acting Clerk of Special School District No. 6, State of Minnesota, hereby certify that I have carefully compared the attached and foregoing extract of minutes of a meeting of Special School District No. 6, held on the date therein indicated, with the original of said minutes on file in my office, and the same is a full, true and complete transcript insofar as the same relates to the approval of Intermediate School District No. 917's long-term facility maintenance program budget and authorizing the inclusion of a proportionate share of the Intermediate School District's long-term facility maintenance projects in the district's application for long-term facility maintenance revenue.

WITNESS MY HAND officially as such Clerk this 27th day of May, 2025.

Clerk
Special School District #6

Project #	Object Code	Description	FY27 Expenditures	FY26 Revised Expenditures	FY26 Original Expenditures
Environmental Health & Safety - Finance Code 352					
Numerous expenditures covered in this area please see attachment # 3 page 12-14 for details on allowable expenditures					
305		Fees For Services (Hepatitis A & B, Metro ECSU, Safe Schools training	\$7,500	\$7,500	\$7,500
366		CPR training and mileage reimbursements	\$0	\$0	\$0
401		Supplies (personal protective equipment, disposable gloves, clothes, pads, masks, pest control, chemical storage). 80% Special Ed, 20 % Secondary	\$11,533	\$11,533	\$11,533
170		IAQ Coordinator Stipend	\$4,400	\$4,400	\$4,400
200		IAQ Coordinator Benefits	\$667	\$667	\$667
820		Mgmt asst. prog. and Metro ECSU H&S Memb	\$4,000	\$4,000	\$4,000
		Total Health & Safety	\$28,100	\$28,100	\$28,100
Physical Hazard Control - Finance Code 347					
401		PPE for shop areas (harness, boots, safety glasses etc) and safety equipment for special education programs (Ukeru blocking pads \$15k)	\$17,500	\$2,400	\$2,400
Roofing Systems - Finance Code 383					
520		Build reserve for 2028-2030 roof replacement	\$250,000	\$0	\$0
Site Projects - Finance Code 384					
520		Parking Lot B asphalt/bituminous-crack fill and fog seal	\$15,000		
		Replace outdoor picnic tables		\$13,500	
		Total Site Projects	\$15,000	\$13,500	\$0
Building Hardware & Equip - Finance Code 369					
		Replace video monitoring camera system		\$40,000	
		Replace PA System	\$70,000		
		Total Building Hardware & Equip	\$70,000	\$40,000	\$0
Electrical - Finance Code 370					
520		Electrical - T8 fluorescent light replacement	\$0	\$141,200	\$0
Interior Surfaces - Finance Code 379					
520		Interior floor replacement	\$34,000	\$14,000	\$40,000
		Interior maintenance	\$6,500	\$6,100	
		Total Interior Surfaces	\$40,500	\$20,100	\$40,000
Mechanical Systems - Finance Code 380					
520		HVAC Unit replacements- RTU #5,17,18,20	\$0	\$10,125	\$185,000
		Total LTFM	\$421,100	\$255,425	\$255,500

Intermediate School District No. 917
LTFM Levy by Member District, 2024 Payable 2025

Appendix B

Provided by Bakertilly 1/21/25

Participating Districts (9):

		<u>Pay 2024 Taxable Net Tax Capacity</u>					<u>District %</u>
<u>ISD #</u>	<u>Name</u>	<u>Dakota (19)</u>	<u>Scott (70)</u>	<u>Goodhue (25)</u>	<u>Washington (82)</u>	<u>Hennepin (27)</u>	
6	South St. Paul					26,383,264	3.35%
191	Burnsville					129,316,289	16.43%
192	Farmington					60,018,342	7.63%
194	Lakeville					141,836,049	18.02%
195	Randolph					7,957,095	1.01%
197	West St. Paul					110,013,706	13.98%
199	Inver Grove Heights					50,842,636	6.46%
200	Hastings					59,883,017	7.61%
271	Bloomington					200,811,804	25.51%
		0	0	0	0	0	
						787,062,202	100.00%

Note: The Taxable Net Tax Capacity (TNTC) consists of net tax capacity, less captured tax increment and fiscal disparities contribution.

FY27 Levy: \$421,100.00

<u>ISD #</u>	<u>Name</u>	<u>APU Est 2025-26 reported as of 2/10/25 by MDE</u>	<u>APU District %</u>	<u>Combined TNTC</u>	<u>NTC District %</u>	<u>50/50 Blended %</u>	<u>District's Portion LTFM Levy</u>
6	South St. Paul	2,842.16	5.00%	26,383,264	3.35%	4.18%	17,594.06
191	Burnsville	7,956.60	14.01%	129,316,289	16.43%	15.22%	64,089.80
192	Farmington	7,022.40	12.36%	60,018,342	7.63%	9.99%	42,088.47
194	Lakeville	13,218.20	23.27%	141,836,049	18.02%	20.65%	86,944.29
195	Randolph	924.40	1.63%	7,957,095	1.01%	1.32%	5,555.48
197	West St. Paul	5,736.02	10.10%	110,013,706	13.98%	12.04%	50,694.18
199	Inver Grove Heig	3,669.62	6.46%	50,842,636	6.46%	6.46%	27,204.75
200	Hastings	4,347.90	7.66%	59,883,017	7.61%	7.63%	32,137.63
271	Bloomington	11,079.12	19.51%	200,811,804	25.51%	22.51%	94,791.33
				-			
		56,796.42	100.0%	787,062,202	100.0%	100.0%	421,100.00



SOUTH ST. PAUL PUBLIC SCHOOLS

School Board Agenda Item

Meeting Date: Tuesday, May 27, 2025

Place on Agenda: COW & Regular Agenda

Action Requested: Approval

Attachment: **Non-Renewal of Long-Term/Limited Contract Substitute Teachers**

Topic: Non-Renewal of Long-Term/Limited Contract Substitute Teachers
Presenter(s): Joel Milteer, Human Resource Director
Background: <p>In compliance with Minnesota statutes, we are required to terminate the teaching contracts of the District's long-term/limited contract substitute teachers at the end of each school year.</p> <p>A long-term substitute by definition is one who worked all or part of the school year replacing a specific teacher who has return rights to his or her position. The contracts of the long-term substitutes must be terminated at the end of the school year. Failure to terminate these contracts could result in the district allocating two teachers in each affected position as the regular teachers exercise their right to return from leave.</p> <p>Attached is a resolution to non-renew the teaching contracts of the District's long-term/limited contract substitute teachers.</p>
Recommendation: <p>Administration recommends approval of the resolution.</p>
Alternatives: <p>Do not approve the resolution and direct administration with next steps.</p>

Passionate Learners Positively Changing Our World

**Special School District No. 6
(South St. Paul Public Schools)
State of Minnesota**

Inspector _____ moved the adoption of the following resolution:

**RESOLUTION RELATING TO THE NON-RENEWAL
OF LIMITED CONTRACT / LONG-TERM SUBSTITUTE TEACHERS**

WHEREAS, the following teachers are limited contract/long-term substitute teachers in Special School District No. 6.

BE IT RESOLVED by the School Board of Special School District No. 6, pursuant to Minnesota Statutes 122A.40, Subdivision 5, that the teaching contracts of these limited contract/long-term substitute teachers in Special School District No. 6, are hereby terminated effective at the end of the 2024 – 2025 school year.

Dawn Kelly	Long-Term Substitute	High School
Stephanie Simones	Long-Term Substitute	High School

BE IT FURTHER RESOLVED that written notice be sent to said teachers regarding non-renewal of their contracts in accordance with Minnesota law.

The motion for the adoption of the foregoing resolution was duly seconded by Inspector _____.

On a roll call vote, the following voted in favor:

Inspectors:

And the following voted against:

Whereupon said resolution was declared duly passed and adopted.



SOUTH ST. PAUL PUBLIC SCHOOLS

School Board Agenda Item

Meeting Date: Tuesday, May 27, 2024

Place on Agenda: COW & Regular Agenda

Action Requested: Approval

Attachment: Continuation of Teacher Contracts for 2025-2026

Topic: Continuation of Teacher Contracts for 2025-2026
Presenter(s): Joel Milteer, Human Resource Director
Background: As part of the annual staffing process, administration identifies probationary teachers to retain and those who will be granted tenure for the upcoming school year. As a result, the attached document reflects probationary teachers who are recommended to be retained and probationary teachers who would be granted tenure for the 2025-2026 school year.
Recommendation: Administration recommends approval of retaining the listed probationary staff and providing tenure to the listed staff.
Alternatives: Do not approve the recommendation and direct administration with next steps.

Passionate Learners Positively Changing Our World

Approval, Continue Teachers' Contracts for 2025-26

The teachers listed below meet the necessary criteria to qualify for continuance of employment in this District following the close of the 2024-2025 school year, at scheduled salary. The assignments listed are for identification purposes and may be changed for the coming school year.

<u>Granting Tenure (Third year or First Year, if Tenured in Another District)</u>		<u>FTE</u>
Lael Booth	College Career Internship TOSA	1.0
Melissa Booth	Sped Teacher	1.0
Nicholas Foster-Walters	MS Art Teacher	0.7
Noelle Frost	EL Teacher	1.0
Patricia Gould	School Psychologist - MTSS Specialist	1.0
Emma Hanlin	ELL Teacher	1.0
Reed Hartman	Band	1.0
Katherine Hollen	HS Math Teacher	1.0
Joe Hunter	Media Specialist	0.6
Jake Knaus	Talent Development TOSA	1.0
Jillian Kobilka	Vocal Music	1.0
Lindsay Lowther	Equity & Instruction Coach TOSA	1.0
Soviatt Loyd	Kindergarten	1.0
Brenda Miller	SPED Teacher - Resource	1.0
Laura Miller	SPED - DCD Teacher	1.0
Zara Pylvainen	MS English Language Arts	1.0
Caroline Ryan	School Social Worker	1.0
Elizabeth Sierminski	Elementary Science Specialist	1.0
Kindra Slagle	ELL Teacher	1.0
Rachel Smith (Halldorson-Smith)	ABE Teacher	0.4
Maciel Caridad Aquino	Elementary Teacher	1.0
Victoria Carrier	Elementary Teacher	1.0
Joshua Craig	Special Education Teacher	1.0
Graham Judd	Art Teacher	0.8
Jelena Maric	Counselor	1.0
Samuel Mast	Music Teacher	1.0
Amy McEvoy	Social Worker	1.0
Sarajane Monjeau	Science Teacher	1.0
Maria Schmit	Special Education Teacher	1.0
Mara Seurer	SpEd Teacher	1.0
Lindsey Wilkening (Franzone)	Elementary Teacher	1.0
Brooke Wood	Counselor	1.0

<u>Probationary</u>		<u>FTE</u>
Hannah Anderson	Special Education Teacher	1.0
Constance Barone	Preschool Teacher	1.0
Teranique Bowen-Jerez	Pre-School	1.0
Kori Charbonneau	School Counselor	1.0
Jessica Costello	Elementary Teacher	1.0
Hannah Danielson	SPED - DCD Teacher	1.0
Morgan Douglas	Occupational Therapist	1.0
Grace Gaertner	Elementary Teacher	1.0
Catherine Gieselman	ECFE Teacher	1.0
Daniel Hodge	MTSS Specialist/School Psychologist	1.0
Nicole Houseman	PreK	1.0
Robin Jingit	Elementary Teacher	1.0
Anna Karsten	Special Education Teacher	1.0
Nathaniel Knapp-Vasquez	Elementary Teacher	1.0
Katie Lilja	Pre-School	1.0
Steven Miner	HS Lang Arts	1.0
Thomas Munoz	Math Teacher	1.0
Erika Nordstrom	Elementary Teacher	1.0
Mallory Oleshko	Elementary Teacher	1.0
Allison Olson	ECSE Teacher	1.0
Jessica Rice	ABE Teacher	0.15
Olivia Smith	Special Education Teacher	1.0
Avery Snyder	Kindergarten	1.0
Matthew Teigland	Language Arts Teacher/Credit Recovery	1.0
Heidi Therres	Early Childhood Spec. Ed. Teacher	1.0
Shaylin Theisen	Occupational Therapist	1.0
Ahn (Andy) Tran	MS Math Teacher	1.0
Kristy Wagner	ECSE Teacher	1.0
Anna Watt	Elementary Teacher	1.0
Elina Wennerlund	MS Art Teacher	0.9
Eamon Whiteaker-Smith	ECFE Teacher/Parent Educator	0.86
Aaron Zimmerman	Science Teacher	1.0



SOUTH ST. PAUL PUBLIC SCHOOLS

School Board Agenda Item

Meeting Date: Tuesday, May 27, 2025

Place on Agenda: COW & Regular Meeting

Action Requested: Approval

Attachment: **Non-Renewal of Probationary Non-Instructional Staff**

Topic: Non-Renewal of Probationary Non-Instructional Staff
Presenter(s): Joel Milteer, Human Resource Director
Background: Each year, we must consider the release of a number of probationary non-instructional staff for various reasons, including student driven scheduling, changes in enrollment, budget reductions, curriculum changes, and performance issues. Attached is a resolution to terminate the employment of a number of probationary non-instructional staff. This resolution terminates employment for those listed, at the end of the current 2024-2025 school year, with non-renewal for the 2025-2026 school year.
Recommendation: Administration recommends approval of the resolution.
Alternatives: Do not approve the resolution and direct administration with next steps.

Passionate Learners Positively Changing Our World

**Special School District No. 6
(South St. Paul Public Schools)
State of Minnesota**

Board Member _____ moved the adoption of the following resolution:

**RESOLUTION RELATING TO THE NON-RENEWAL
OF PROBATIONARY NON-INSTRUCTIONAL STAFF**

WHEREAS, the following educational support professionals are probationary non-instructional staff in Special School District No. 6.

BE IT RESOLVED by the School Board of Special School District No. 6, that the employment of these probationary non-instructional educational support professional staff in Special School District No. 6, is hereby terminated effective at the end of the 2024-2025 school year.

Christine Hernandez	1.0	Special Education Assistant	Middle School
Calli Mikkleson	1.0	Special Education Assistant	Lincoln Center
Faith Tuttle	1.0	Student Support Assistant	Secondary

BE IT FURTHER RESOLVED that written notice be sent to said probationary non-instructional staff regarding non-renewal of their employment.

The motion for the adoption of the foregoing resolution was duly seconded by Board Member _____.

On a roll call vote, the following voted in favor:

Board Members:

And the following voted against:

Whereupon said resolution was declared duly passed and adopted.



SOUTH ST. PAUL PUBLIC SCHOOLS
School Board Agenda Item

Meeting Date: Tuesday, May 27, 2025

Place on Agenda: COW & Regular Agenda

Action Requested: Approval

Attachment: **Proposal to Place Individual Office and Professional Employee on Layoff**

Topic: Proposal to Place Individual Office and Professional Employee on Layoff
Presenter(s): Joel Milteer, Human Resource Director
Background: On February 24, 2025, the School Board approved a Resolution Discontinuing and Reducing Positions. One Office and Professional Employee position at the secondary building is being proposed for elimination in an effort to provide broader services to all students in the district through a restructure of the position and the services provided. Attached is a resolution to place an Office and Professional Employee on layoff due to the elimination of the current position.
Recommendation: Administration recommends approval of the resolution.
Alternatives: Do not approve the resolution and direct administration with next steps.

Passionate Learners Positively Changing Our World

**Special School District No. 6
(South St. Paul Public Schools)
State of Minnesota**

Member _____ introduced the following resolution and moved its adoption:

**RESOLUTION TO PLACE INDIVIDUALS WITHIN THE OFFICE AND
PROFESSIONAL EMPLOYEE GROUP ON LAYOFF DUE TO POSITION
ELIMINATION**

BE IT RESOLVED by the School Board of Special School District No. 6, South St. Paul, as follows:

1. That the following individual, who is an Office and Professional Employee of said school district, will be placed on layoff without pay or fringe benefits, effective at the end of the 2024-25 school year on June 30, 2025, pursuant to the collective bargaining agreement between the District and South St. Paul Office and Professional Employees International Union, Local 12, barring a recall under Article XIII, Section 5. Recall of the said agreement:

Kristin Rodenberg

2. That written notice be sent to said Office and Professional Employee regarding the proposed placement on layoff without pay or fringe benefits as provided by contract and said notice shall be in substantially the following form:

NOTICE OF PROPOSED LAYOFF

Dear _____:

You are hereby notified that at the meeting of the School Board of Special School District No. 6 held on May 27, 2025, consideration was given to your placement on layoff without pay or fringe benefits as an administrative assistant of Special School District No. 6, and a resolution was adopted by a majority vote of the Board, proposing your placement on layoff effective at the end of the 2024-2025 school year on June 30, 2025, pursuant to the collective bargaining agreement between the District and South St. Paul Office and Professional Employees International Union, Local 12, upon the grounds described in said contract and which are specifically as follows:

Reduction of Work Force

Article XIII, Section 6. Reduction of Work Force : A reduction of the workforce shall be defined as the elimination of a job position or positions, or the reduction of the yearly hours of a job position or positions. Upon receipt of notice of layoff or reduction in hours, employees, shall be offered options listed below. When one or more employees are issued a layoff notice or reduction in hours, they shall be offered the following listed options, and they shall be mandatory by item (a) through (f) except when using (f) or (g), by seniority order. No upward bumping allowed.

- (a) Replace the least senior employee in the same classification and employment status and hours per year, provided the employee is qualified for the position.
- (b) Replace the least senior employee in the same classification having less hours per year, provided the employee is qualified for the position.
- (c) If no such employee exists pursuant to (a) or (b), replace the least senior employee in successive lower classification with the same hours per year, provided the employee has greater seniority and is qualified for the position.
- (d) Replace the least senior employee in successive lower classifications having less hours per year provided the employee has greater seniority and is qualified for the position.
- (e) Where the reduction in force is a reduction of employment status or hours per year in the employee's position, retain the original job in its new status or hours per year schedule.
- (f) Bid for a posted vacancy or new job position in accordance with Article XIV.
- (g) Accept a layoff.

Pursuant to the collective bargaining agreement between the District and South St. Paul Office and Professional Employees International Union, Local 12, employees may be recalled from layoff under the following contract language:

Section 5. Recall: Employees will be recalled in seniority order within classification. An employee recalled to their former classification shall receive the current rate of pay for such classification.

Section 7. Notice of Recall: Notice of recall shall be made by e-mail to the last known address of the employee being recalled. The employee shall forfeit rights to recall if the employee fails to return to an offered position within seven (7) calendar days after notice of recall, and in such event the employee's name shall be removed from the seniority and recall list. It is the responsibility of the employee on layoff to keep the School District advised of their current e-mail address.

Yours very truly,

SCHOOL BOARD OF
SPECIAL SCHOOL DISTRICT NO. 6

Clerk of the School Board

3. That said proposed placement on layoff is not the result of the implementation of an education district agreement.
4. That each and all of the foregoing grounds of said notice are within the grounds for placement on layoff for Office and Professional Employees as set forth in their collective bargaining agreement, and are hereby adopted as fully as though separately set forth and resolved herein.

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

and the following voted against the same:

Whereupon said resolution was declared duly passed and adopted.



SOUTH ST. PAUL PUBLIC SCHOOLS
School Board Agenda Item

Meeting Date: Tuesday, May 27, 2025

Place on Agenda: COW & Regular Agenda

Action Requested: Approval

Attachment: **Recommendation to Recall Individual Office and Professional Employee on Layoff**

Topic: Recommendation to Recall Individual Office and Professional Employee on Layoff
Presenter(s): Joel Milteer, Human Resource Director
Background: On May 27, 2025, the School Board approved a Resolution to place one Office and Professional Employee on layoff due to the elimination and restructure of a position. Attached is a resolution to recall the Office and Professional Employee on layoff to an equivalent position within the Office and Professional Employee group for the 2025-26 school year.
Recommendation: Administration recommends approval of the resolution.
Alternatives: Do not approve the resolution and direct administration with next steps.

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Member _____ introduced the following resolution and moved its adoption:

RESOLUTION TO RECALL KRISTIN RODENBERG, OFFICE AND
PROFESSIONAL EMPLOYEE FROM LAYOFF

WHEREAS, on May 27, 2025, the School Board of Special School District No. 6 adopted a resolution to eliminate the Student Services Administrative Assistant position and place **Kristin Rodenberg** on layoff, pursuant to the collective bargaining agreement between Special School District No. 6 (the District), and the Office and Professional Employees International Union, Local No. 12 (the Union); and

WHEREAS, said written notice of the placement on layoff contains a statement setting forth the reasons for the layoff, and the employee's rights to recall; and

BE IT HEREBY RESOLVED, by the School Board of Special School District No. 6 that **Kristin Rodenberg** be and hereby is recalled from layoff to the **District Assessment and Data Support Clerk** position for Special School District No. 6 for the 2025-26 school year.

BE IT FURTHER RESOLVED that said placement meets all the requirements of Article XIII, Sections 5 and 7 of the collective bargaining agreement between the District and the Union.

BE IT FURTHER RESOLVED, that a notice of recall to this position with a copy of this resolution be forwarded to said employee personally and that an affidavit of same be placed in the employee's file, together with a copy of the notice and resolution.

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

and the following voted against the same:

Whereupon said resolution was declared duly passed and adopted.



SOUTH ST. PAUL PUBLIC SCHOOLS
School Board Agenda Item

Meeting Date: May 27, 2025

Place on Agenda: Formal Board Agenda

Action Requested: Acceptance

Attachment: South Suburban ABE Consortium Agreement

Topic: South Suburban ABE Consortium Agreement
Presenter(s): Amy Winter
Background: The purpose of this agreement is to provide cooperative efforts for adult basic education services, which include adult basic education, GED preparation, English as a second Language and other applicable services. This agreement shall commence on July, 1, 2025 and terminate on June 30, 2026.
Recommendation: Administration recommends the Board formally accept the South Suburban ABE Consortium Agreement
Alternatives: N/A

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South Suburban Adult Basic Education (SSABE) Consortium Agreement

1) Purpose:

The purpose of South Suburban ABE consortium is to provide Adult Basic Education opportunities to its adult residents 17 year of age and older who are not currently enrolled in public school regular classes through the collaborative use of federal, state, and local resources.

This agreement establishes the formal operational procedures used to facilitate the business of the consortium. This business includes management of the Consortium funding, expenditures, and reporting. It also includes the development of procedures necessary to promote efficient operation of the Consortium with regard to basic fiscal, program, and procedural responsibilities.

2) Membership:

This document constitutes an agreement between the member districts of the South Suburban Adult Basic Education Consortium. The membership includes the following districts: South St. Paul Public Schools #6, Inver Grove Heights ISD #199 and West St. Paul, Mendota Heights, Eagan ISD #197

3) Period of Agreement:

The length of this agreement is from July 1, 2025 to June 30, 2026 (once a year/annually)

4) Member Districts Responsibilities:

The participating consortium members include but are not limited to:

- Provide the services of their Community Education Director as a representative of ABE Team.
- Provide as needed: Space (classroom, computer access, copier/printer access, technology support, materials storage, etc.), equipment, evening building supervision, Community Education Catalog Advertising, child care, transportation.
- Promote SSABE programming
 - When inquiries occur, staff will provide a referral to SSABE Program Facilitator via phone call or email.
 - Promotion of SSSABE program options will be provided on each member district's and the TriDistrict website
 - Promotion of SSABE program options will be posted in the members district facilities
- Attend meeting (2X per year)(virtually or in-person)
- Provide signature below as evidence that the member representative has read, understands and agrees to this Agreement and the annual Minnesota ABE Assurances annually.
- Member districts may choose to leave the Consortium once the Consortium Agreement expires. Any district wishing to do so must give official notification of the change by February 1, with separation to occur July 1. The notification of the change needs to be sent to the MN Department of Education-ABE Director and the SSPPS Superintendent (SSPPS is the Fiscal Agent of SSABE)

5) Responsibilities of the fiscal agent (South St. Paul Public Schools#6)

South St. Paul, serving as fiscal agent, will:

Data/Finance

- Develop operational guidelines and procedures
- Develop the annual ABE grant application as well as any other applications involved with meeting federal and State requirements, and attend any meetings/training required by MDE ABE.
- Submit required reports to the State of Minnesota, including those showing performance and fiscal management.
- Data Collection per state and federal requirements.
- Development and submission of the State 5 Year Narrative and any federal applications, including review and update of policies and procedures.
- Receive and manage State and Federal Aid for adult basic education for the consortium.
- Develop and monitor budget for the consortium which is presented annually
- Include ABE budget as part of its yearly school district audit.
- Management of donated funds through the SSPPS Educational Foundation.

Staffing/Volunteers

- Hire staff or in cases of certain collaborative programming, recommend staff
- Provide space for Consortium Administration
- Professional development for teachers and other program staff
- Volunteer recruitment, training and coordination
- Development of marketing materials and tracking of market impact.

Public Relations/Collaboration

- Promote program activities utilizing a variety of outreach strategies
- Collaborate with Dakota County to facilitate workforce development and education
- Provide monthly reports to the 197 & 199 Community Education Directors to keep them informed of all information and issues relevant to efficient and effective functioning of the consortium.
- Student surveys conducted and results shared.
- Coordinate annual signature of the Consortium Agreement by members.

The undersigned understand and agree to items contained herein:

School board Chair, Special District 6

Date: _____

School board Clerk, Special District 6

Date: _____

School board Chair, ISD 199

Date: _____

School board Clerk, ISD 199

Date: _____

School board Chair, ISD 197

Date: _____

School board Clerk, ISD 197

Date: _____