

ISD 110 School Board Regular Meeting

Monday, October 27, 2025 7:00 PM

Waconia City Hall, 201 S Vine Street, Waconia, MN 55387

1. **CALL TO ORDER, ADOPTION OF AGENDA, and NOTATION OF MEMBERS IN ATTENDANCE, and PLEDGE OF ALLEGIANCE** **Presenter:** Chair Amott
2. **ANNOUNCEMENTS, ACKNOWLEDGMENTS, AND CORRESPONDENCE** **Presenter:** Chair Amott
 - 2.A. Upcoming Meetings:
 - 2.B. Continuing Contract Achievements
3. **PUBLIC COMMENT**
4. **MINUTES OF PREVIOUS MEETING**

ISD 110 School Board Regular Meeting
Monday, September 22, 2025 7:00 PM Central

Waconia City Hall
201 S Vine Street
Waconia, MN 55387

1. CALL TO ORDER, ADOPTION OF AGENDA, and NOTATION OF MEMBERS IN ATTENDANCE, and PLEDGE OF ALLEGIANCE

Members present: Hagen, Amott, Bergstrom, Rosin, Arnita, Kelzer-Breeden

Members absent: Wilson

Call to order by Chair Amott at 7:00 PM

Motion by Rosin to adopt agenda

Hagen second

All in favor

Motion carried

2. ANNOUNCEMENTS, ACKNOWLEDGMENTS, AND CORRESPONDENCE

2.A. Essence Award Winners 2025

2.B. Accomplished Waconia Educators 2025

2.C. Upcoming Meetings:

3. PUBLIC COMMENT none

4. MINUTES OF PREVIOUS MEETING

Motion by Bergstrom to approve the minutes of August 25 regular and September 8 work session

Kelzer-Breeden second

All in favor

Motion carried

5. CONSENT AGENDA

Motion by Kelzer-Breeden to approve Consent Agenda

Rosin second

All in favor

Motion carried

5.A. Bills and Wire Transfers

5.B. Human Resource Items:

5.C. Memo of Agreement - READ Act

5.D. Memo of Agreement - Flex Learning Plan

5.E. Memo of Agreement - Insurance Advisory Committee

5.F. Receipts of Donation

5.G. Minnesota State University PSEO Agreement

5.H. Mandatory Use of Coordinated Early Intervening Services (CEIS) - Vendor and Contract Approval

5.I. Site Logiq Invoice (August)

6. REPORTS

6.A. Student Representative Report

6.B. Administrative Presentation: Construction Review

6.C. Finance Report

7. ACTION ITEMS

7.A. Certify Proposed Property Tax Levy/Designate Truth in Taxation Hearing Date
Motion by Kelzer-Breeden to Certify Proposed Property Tax Levy/Designate December 8, 2025 as Truth in Taxation Hearing Date

Arnita second

All in favor

Motion carried

7.B. Resolution Appointing Election Judges (ROLL CALL VOTE)

Motion by Bergstrom to approve Resolution Appointing Election Judges

Kelzer-Breeden second

Roll Call Vote taken

All in favor

Motion carried

8. DISCUSSION ITEMS

8.A. First Read Board Policy

8.A.1. 414 Mandated Reporting Child Neglect or Physical or Sexual Abuse

8.A.2. 416 Drug and Alcohol Testing

8.A.3. 418 Drug Free Workplace Drug Free School

8.A.4. 425 Staff Development and Mentoring

8.A.5. 602 Organization of School Calendar and School Day

8.A.6. 620 Credit for Learning

8.A.7. 621 Literacy and the Read Act

8.A.8. 624 Online Instruction

9. BOARD COMMITTEE REPORTS

9.A. Self-Governance & Superintendent Relations Committee

9.B. Finance & Facilities Committee

9.C. Policy & Advocacy Committee

9.D. Schools Advocating for Fair Funding (SAFF) Representative

9.E. Southwest Metro Intermediate District 288 Representative Amott reported teachers from the Philippines have been recruited to help with staffing shortage.

9.F. MSHSL Representative

9.G. Special Education Advisory Council

9.H. Community Education Advisory Council Representative

9.I. Teaching & Learning Advisory Council Representative

9.J. City of Waconia Liaison

10. **ADJOURNMENT**

Motion by Bergstrom to adjourn

Hagen second

All in favor

Motion carried.

Meeting adjourned at 7:36 PM

ISD 110 School Board Work Session
Monday, October 13, 2025 7:00 PM Central

Waconia Public Schools - District Office -
Conf Rm A
512 Industrial Blvd.
Waconia, MN 55387

Members present: Amott, Bergstrom, Kelzer-Breeden, Wilson, Rosin, Hagen, Arnita
Members absent: none

1. ACTION ITEMS

1.A. Nordic Ski Cooperative

Motion by Wilson to approve Nordic Ski Cooperative
Kelzer-Breeden second
All in favor
Motion carried

1.B. Emerging Status Commitment for Girls' Wrestling

Motion by Rosin to approve Emerging Status Commitment for Girls' Wrestling
Hagen second
All in favor
Motion carried

1.C. City of Waconia MOU

Motion by Kelzer-Breeden to approve City of Waconia MOU
Bergstrom second
All in favor
Motion carried

1.D. Resolution Accepting Donation of Real Property (ROLL CALL VOTE)

Motion by Kelzer-Breeden to approve Resolution Accepting Donation of Real Property
Wilson second
All in favor
Motion carried

2. Comprehensive Achievement and Civic Readiness Report (used to be called World's Best Workforce) Nesvig shared updates on historical outcomes and upcoming changes to tests

3. WHS ELA Curriculum Review

Nesvig shared process and outcome of high schools English Language Arts curriculum review.

4. Superintendent Updates

4.A. Referendum Communications

Superintendent Gersich shared what referendum communications the district has presented, posted, and sent so far, and also the ones that are schedule for the next couple of weeks.

Meeting adjourned at 8:07pm.

5. **CONSENT AGENDA**

Presenter: Chair
Amott

5.A. Bills and Wire Transfers

CHECK NUMBER	VENDOR	CHECK DATE	CHE TYP	POST AMOUNT	MONTH
616440	AMAZON CAPITAL SERVICES	09/03/2025	R	12,654.78	September
616441	ADAMS PEST CONTROL CO INC	09/05/2025	R	1,009.96	September
616442	ALPHA WIRELESS COMMUNICATIONS	09/05/2025	R	378.00	September
616443	APPLE INC	09/05/2025	R	899.00	September
616444	AVIBEN	09/05/2025	R	260.71	September
616445	BACH, MATTHEW	09/05/2025	R	56.00	September
616446	BEHRENS, CHARLES	09/05/2025	R	143.00	September
616447	BOB'S REPAIR OF MAYER INC.	09/05/2025	R	90.00	September
616448	BSN SPORTS LLC	09/05/2025	R	13,887.60	September
616449	CANON FINANCIAL SERVICES INC	09/05/2025	R	890.18	September
616450	CAPTIVATE MEDIA+CONSULTING	09/05/2025	R	4,150.00	September
616451	CCFA - CHASKA CHAN FOOTBALL AS	09/05/2025	R	496.50	September
616452	CENGAGE LEARNING INC/GALE	09/05/2025	R	16,758.00	September
616454	CONTRACT PAPER GROUP, INC	09/05/2025	R	25,225.20	September
616455	COUNTRYSIDE FLAGPOLE	09/05/2025	R	703.45	September
616456	DIVERSIFIED PLUMBING & HEATING	09/05/2025	R	175.10	September
616457	ENABLING DEVICES	09/05/2025	R	328.90	September
616458	EVERWAY LLC	09/05/2025	R	5,579.94	September
616459	EVERYDAY SPEECH LLC	09/05/2025	R	3,419.94	September
616460	FLINN SCIENTIFIC	09/05/2025	R	97.25	September
616461	GAME BIBS, INC.	09/05/2025	R	455.00	September
616462	GRAMS, RYAN	09/05/2025	R	100.00	September
616463	HAAS, CASEY	09/05/2025	R	100.00	September
616465	HILLYARD/HUTCHINSON	09/05/2025	R	4,127.61	September
616466	HUDOBA, STEVEN	09/05/2025	R	100.00	September
616467	HUSTLE & HEART SPORTS	09/05/2025	R	485.25	September
616468	IEA, INC	09/05/2025	R	7,256.98	September
616469	INDIANHEAD FS DISTRIBUTOR, INC	09/05/2025	R	9,311.91	September
616470	INDUSTRIAL FABRICATION SERVICE	09/05/2025	R	3,200.00	September
616471	INNOVATIVE OFFICE SOLUTIONS LL	09/05/2025	R	132.87	September
616472	JOSTENS	09/05/2025	R	17.50	September
616473	KIDCREATE STUDIO	09/05/2025	R	1,080.00	September
616474	LANO EQUIPMENT INC	09/05/2025	R	801.64	September
616475	LESSONPIX, INC	09/05/2025	R	368.63	September
616476	MACKIN LIBRARY SERVICE	09/05/2025	R	559.82	September
616477	METRO BASEBALL LEAGUE	09/05/2025	R	6,405.00	September
616478	METRONET	09/05/2025	R	1,873.30	September
616479	MN SAFETY COUNCIL	09/05/2025	R	23.00	September
616480	MOSYLE CORPORATION	09/05/2025	R	176.90	September
616481	MUSIC MART	09/05/2025	R	3,783.98	September
616482	NCS PEARSON, INC	09/05/2025	R	4,646.95	September
616483	PALO, JASON	09/05/2025	R	100.00	September
616484	PARTS CITY WACONIA	09/05/2025	R	129.99	September
616485	PICK A TIME	09/05/2025	R	50.00	September
616486	PROFESSIONAL TURF & RENOVATION	09/05/2025	R	9,881.79	September
616487	REALLY GOOD STUFF LLC	09/05/2025	R	45.56	September
616488	RONDESTVEDT, STEPHEN	09/05/2025	R	100.00	September
616489	SCHOOL SPECIALTY, LLC	09/05/2025	R	271.20	September
616490	SECURITY BANK & TRUST CO	09/05/2025	R	1,305.00	September
616491	SHRED-N-GO - 446138	09/05/2025	R	160.00	September
616493	TEXTBOOK WAREHOUSE	09/05/2025	R	1,610.35	September
616494	TRUE FRIENDS	09/05/2025	R	3,733.43	September
616495	UHL CO	09/05/2025	R	1,212.00	September
616496	VENDNOVATION LLC	09/05/2025	R	1,200.00	September
616497	VERNIER SOFTWARE & TECH INC	09/05/2025	R	1,748.50	September
616498	WASNESS, SANDY	09/05/2025	R	48.00	September

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616499	WENGER CORPORATION	09/05/2025	R	21,696.95	September
616500	A & D SOLUTIONS LLC	09/12/2025	R	535.00	September
616501	AFFINETY SOLUTIONS, INC	09/12/2025	R	230.00	September
616502	ALL STAR TROPHY & AWARDS INC	09/12/2025	R	62.00	September
616503	AMPION PBC	09/12/2025	R	20,423.62	September
616504	AVHS VOLLEYBALL BOOSTER CLUB	09/12/2025	R	325.00	September
616505	BLILIE, ALEC	09/12/2025	R	90.00	September
616506	BSN SPORTS LLC	09/12/2025	R	7,415.56	September
616507	BURNSVILLE HS	09/12/2025	R	220.00	September
616508	CAROLINA BIOLOGICAL SUPPLY CO	09/12/2025	R	270.09	September
616509	CARVER COUNTY FINANCE	09/12/2025	R	20.00	September
616510	CARVER COUNTY PARKS & RECREATI	09/12/2025	R	2,538.40	September
616511	CDW GOVERNMENT LLC	09/12/2025	R	477.74	September
616512	CHASKA HIGH SCHOOL ATHLETICS	09/12/2025	R	450.00	September
616513	CHOICE ELECTRIC	09/12/2025	R	2,220.00	September
616514	CITY OF WACONIA	09/12/2025	R	7,703.20	September
616515	CITY OF HUTCHINSON	09/12/2025	R	700.00	September
616516	COLONY PLAZA, INC	09/12/2025	R	184.88	September
616517	COMMITTEE FOR CHILDREN	09/12/2025	R	653.00	September
616518	COUNTRYSIDE FLAGPOLE	09/12/2025	R	835.00	September
616519	CULLIGAN BOTTLED WATER	09/12/2025	R	720.00	September
616520	DEMCO, INC	09/12/2025	R	210.11	September
616521	DIAMOND VOGEL PAINT	09/12/2025	R	1,259.04	September
616522	DISCOUNT SCHOOL SUPPLY	09/12/2025	R	408.18	September
616523	EAST RIDGE HIGH SCHOOL	09/12/2025	R	555.00	September
616524	ECM PUBLISHERS, INC	09/12/2025	R	350.00	September
616525	EDINA HIGH SCHOOL	09/12/2025	R	500.00	September
616526	GAME ONE	09/12/2025	R	8,389.36	September
616527	GOPHER SPORT	09/12/2025	R	599.26	September
616528	GREAT LAKES COCA-COLA DIST	09/12/2025	R	1,974.40	September
616529	GROVES ACADEMY	09/12/2025	R	1,950.00	September
616530	HAMLIN UNIVERSITY ATHLETICS	09/12/2025	R	500.00	September
616531	HEFFELE, KRISTEN	09/12/2025	R	25.00	September
616532	HELEN SOLAR LLC	09/12/2025	R	8,350.97	September
616533	HOLLAND, DAVID	09/12/2025	R	500.00	September
616534	INDIANHEAD FS DISTRIBUTOR, INC	09/12/2025	R	26,137.71	September
616535	INFINITE HEALTH COLLABORATIVE	09/12/2025	R	450.00	September
616536	IXL LEARNING INC	09/12/2025	R	2,812.50	September
616537	JAGUNICH, PEYTON	09/12/2025	R	25.00	September
616538	KEARNEY, ANDREW	09/12/2025	R	50.00	September
616540	LAKEVILLE NORTH HIGH SCHOOL	09/12/2025	R	225.00	September
616542	LEE, CADEN	09/12/2025	R	90.00	September
616543	LEE'S REFRIGERATION LLC	09/12/2025	R	346.25	September
616544	LITCHFIELD HS ATHLETICS	09/12/2025	R	200.00	September
616545	LOFFLER COMPANIES	09/12/2025	R	1,311.61	September
616546	MANKATO EAST HS	09/12/2025	R	250.00	September
616547	MARSHALL, JIM	09/12/2025	R	60.00	September
616548	MASE	09/12/2025	R	*1,288.00	September
616549	MAYER LUMBER CO, INC	09/12/2025	R	284.09	September
616550	METRO VOLLEYBALL OFFICIALS ASS	09/12/2025	R	270.00	September
616551	MID-COUNTY CO-OP	09/12/2025	R	370.38	September
616552	MINI BIFF LLC	09/12/2025	R	99.96	September
616553	MINNEAPOLIS SOUTH HS	09/12/2025	R	375.00	September
616554	MNHS VOLLEYBALL SHOWCASE	09/12/2025	R	325.00	September
616555	MSBA	09/12/2025	R	210.00	September
616556	MSHSL	09/12/2025	R	2,735.00	September

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616557	MUSIC MART	09/12/2025	R	598.67	September
616558	MYRA	09/12/2025	R	15.00	September
616559	NEW PRAGUE HIGH SCHOOL	09/12/2025	R	175.00	September
616560	ORONO HIGH SCHOOL	09/12/2025	R	300.00	September
616561	PARTS CITY WACONIA	09/12/2025	R	35.98	September
616562	PEARSON EDUCATION	09/12/2025	R	2,350.00	September
616563	PERFORMANCE FOODSERVICE	09/12/2025	R	3,139.14	September
616564	PERNSTEINER CREATIVE GROUP, IN	09/12/2025	R	6,593.16	September
616565	PICK A TIME	09/12/2025	R	232.00	September
616566	RENNEBERG HARDWOODS INC.	09/12/2025	R	5,342.14	September
616567	RIDGEWATER COLLEGE	09/12/2025	R	500.00	September
616568	SCHEFF, GREG	09/12/2025	R	150.00	September
616570	SENROR WOOLY	09/12/2025	R	445.50	September
616571	SOUTHWEST CHRISTIAN HS	09/12/2025	R	250.00	September
616572	SQUIRES,WALDSPURGER & MACE PA	09/12/2025	R	56.00	September
616573	STAR TRIBUNE	09/12/2025	R	197.50	September
616574	STEP SAVER, INC	09/12/2025	R	67.04	September
616575	SUNBURST DIGITAL	09/12/2025	R	690.00	September
616576	THEMES & VARIATIONS	09/12/2025	R	200.00	September
616577	TRI CITY UNITED HIGH SCHOOL	09/12/2025	R	250.00	September
616578	TRIO SUPPLY COMPANY	09/12/2025	R	3,147.52	September
616579	TRUE MECHANICAL LLC	09/12/2025	R	1,250.00	September
616580	WACONIA PATRIOT	09/12/2025	R	115.00	September
616581	WESTONKA HS ATHLETICS	09/12/2025	R	350.00	September
616582	WEX BANK	09/12/2025	R	267.81	September
616583	WILSON LANGUAGE TRAINING CORP	09/12/2025	R	770.00	September
616584	WM CORPORATE SERVICES INC	09/12/2025	R	2,694.75	September
616585	YAGER, MICHAEL	09/12/2025	R	150.00	September
616586	FRATTALLONES	09/12/2025	R	1,271.60	September
616587	BCI CONSTRUCTION INC	09/15/2025	R	150,183.99	September
616588	BITUMINOUS ROADWAYS, INC.	09/15/2025	R	266,889.02	September
616589	COOL AIR MECHANICAL, INC.	09/15/2025	R	819,185.00	September
616590	MINNESOTA ROADWAYS CO	09/15/2025	R	11,948.91	September
616591	ST CLOUD REFRIGERATION INC	09/15/2025	R	16,116.75	September
616592	SVL INC	09/15/2025	R	622,259.50	September
616593	ADAMS PEST CONTROL CO INC	09/19/2025	R	523.86	September
616594	ANDERSON, DON	09/19/2025	R	125.00	September
616595	APPLE INC	09/19/2025	R	4,435.00	September
616596	AQUA LOGIC INC	09/19/2025	R	798.75	September
616597	BACH, MATTHEW	09/19/2025	R	48.00	September
616598	BATTERIES R US	09/19/2025	R	239.98	September
616599	BLAKE, STEVE	09/19/2025	R	125.00	September
616600	BNR IRRIGATION SERVICES INC	09/19/2025	R	1,837.39	September
616602	BUFFALO HIGH SCHOOL	09/19/2025	R	225.00	September
616603	BYWATER BUSINESS SOLUTIONS LLC	09/19/2025	R	3,703.00	September
616604	CAROLINA BIOLOGICAL SUPPLY CO	09/19/2025	R	82.20	September
616605	CDW GOVERNMENT LLC	09/19/2025	R	5,255.68	September
616606	CENTRAL UNITED COOPERATIVE	09/19/2025	R	2,523.83	September
616607	CONTINENTAL PRESS INC	09/19/2025	R	160.44	September
616608	DEPT OF HUMAN SERVICES	09/19/2025	R	689.00	September
616609	ELECTION SYSTEMS & SOFTWARE LL	09/19/2025	R	2,245.76	September
616610	FLINN SCIENTIFIC	09/19/2025	R	670.10	September
616611	GAME ONE	09/19/2025	R	8,849.69	September
616613	GRAINGER	09/19/2025	R	171.34	September
616614	GRAMS, RYAN	09/19/2025	R	200.00	September
616615	GRAPHITE PUBLISHING	09/19/2025	R	105.00	September

CHECK NUMBER	VENDOR	CHECK DATE	CHE TYP	AMOUNT	POST MONTH
616616	GREAT MINDS PBC	09/19/2025	R	15,777.16	September
616617	GREATER MN COMMUNICATIONS	09/19/2025	R	400.00	September
616618	HAAS, CASEY	09/19/2025	R	200.00	September
616619	HDL-HARDWARE DISTRIBUTORS, LTD	09/19/2025	R	1,040.50	September
616620	HEGER'S DAIRY LLC	09/19/2025	R	4,495.86	September
616621	HETLETVEDT, NICHOLE	09/19/2025	R	10.70	September
616622	HILLYARD/HUTCHINSON	09/19/2025	R	2,682.95	September
616623	INDIANHEAD FS DISTRIBUTOR, INC	09/19/2025	R	15,265.68	September
616624	INNOVATIONAL WATER SOLUTIONS I	09/19/2025	R	573.00	September
616625	JAHNKE, JACK	09/19/2025	R	150.00	September
616626	LANO EQUIPMENT INC	09/19/2025	R	244.80	September
616627	LEARNING A-Z LLC	09/19/2025	R	881.67	September
616628	MACKENTHUN'S FINE FOODS	09/19/2025	R	520.78	September
616629	MERRITT, GEDRIC	09/19/2025	R	125.00	September
616630	MID-COUNTY CO-OP	09/19/2025	R	33.08	September
616631	MINER JR, BERNARD	09/19/2025	R	125.00	September
616632	MRI SOFTWARE LLC	09/19/2025	R	86.00	September
616633	NCS PEARSON, INC	09/19/2025	R	200.00	September
616634	NEAL SLATE CO	09/19/2025	R	1,442.00	September
616635	OFFICE OF MNIT SERVICES	09/19/2025	R	38.85	September
616636	PARTS CITY WACONIA	09/19/2025	R	75.99	September
616637	PASCO, JEFF	09/19/2025	R	125.00	September
616638	PERFORMANCE FOODSERVICE	09/19/2025	R	922.98	September
616639	PINE PRODUCTS	09/19/2025	R	2,210.00	September
616640	RECTECH OUTDOOR SOLUTIONS LLC	09/19/2025	R	374.29	September
616641	SCHOLASTIC, INC	09/19/2025	R	137.50	September
616642	SCHOLASTIC INC	09/19/2025	R	637.00	September
616643	SCHOOL SPECIALTY, LLC	09/19/2025	R	469.61	September
616644	SHOWCHOIRSTOCK.COM	09/19/2025	R	346.25	September
616645	SOCIAL CLUB SIMPLE	09/19/2025	R	60.00	September
616646	SOCIAL THINKING PUBLISHING	09/19/2025	R	163.77	September
616647	STRICKFADEN, KYLE	09/19/2025	R	200.00	September
616648	TEXTBOOK WAREHOUSE	09/19/2025	R	243.50	September
616649	THREE RIVERS PARK DISTRICT	09/19/2025	R	450.00	September
616650	TINTES, MATTHEW	09/19/2025	R	1,122.00	September
616651	USA SECURITY	09/19/2025	R	135.00	September
616653	WM CORPORATE SERVICES INC	09/19/2025	R	207.80	September
616654	YAGER, MICHAEL	09/19/2025	R	375.00	September
616655	AMAZON CAPITAL SERVICES	09/25/2025	R	14,551.73	September
616656	21ST CENTURY SPORTS LLC	09/26/2025	R	150.00	September
616657	AVIBEN	09/26/2025	R	566.86	September
616658	BELL, ANTHONY	09/26/2025	R	1,800.00	September
616659	BIFFS, INC	09/26/2025	R	1,000.64	September
616660	BSN SPORTS LLC	09/26/2025	R	151.23	September
616661	BUFFALO GIRLS FASTPITCH ASSN	09/26/2025	R	100.00	September
616662	CAROLINA BIOLOGICAL SUPPLY CO	09/26/2025	R	176.64	September
616663	CATALYST SOURCING SOLUTIONS	09/26/2025	R	590.02	September
616664	CDW GOVERNMENT LLC	09/26/2025	R	807.07	September
616665	CHARBONNEAU, MADELINE	09/26/2025	R	900.00	September
616666	CHISAGO LAKES SB BOOSTERS	09/26/2025	R	100.00	September
616667	CHOICE ELECTRIC	09/26/2025	R	7,823.89	September
616668	CITY OF WACONIA	09/26/2025	S	375.00	September
616669	CITY OF WACONIA	09/26/2025	S	500.00	September
616670	CITY THERAPY SERVICES LLC	09/26/2025	R	2,350.00	September
616671	COSTUME CONSORTIUM INC.	09/26/2025	R	300.00	September
616672	CROUCHER, CHRIS	09/26/2025	R	500.00	September

CHECK NUMBER	VENDOR	CHECK DATE	CHE TYP	POST AMOUNT	MONTH
616673	DIVERSIFIED PLUMBING & HEATING	09/26/2025	R	170.00	September
616674	ECM PUBLISHERS, INC	09/26/2025	R	290.25	September
616675	EDEN PRAIRIE FAST PITCH	09/26/2025	R	100.00	September
616676	EDER, NOLAN	09/26/2025	R	90.00	September
616677	EDINA FASTPITCH	09/26/2025	R	100.00	September
616678	EMERY'S LAWN CARE & ROLL-OFFS	09/26/2025	R	650.00	September
616679	GOLDSCHMIDT, WIL	09/26/2025	R	275.00	September
616680	GROGAN, MICHAEL	09/26/2025	R	75.00	September
616681	HAPPY FEET SOCCER TWIN CITIES	09/26/2025	R	2,144.00	September
616682	HIGH POINT NETWORKS, LLC	09/26/2025	R	287.50	September
616683	HILLYARD/HUTCHINSON	09/26/2025	R	405.62	September
616684	HOUGHTON MIFFLIN	09/26/2025	R	3,450.00	September
616685	HUDSON BOOSTERS	09/26/2025	R	100.00	September
616686	HUSTLE & HEART SPORTS	09/26/2025	R	385.00	September
616687	INDIANHEAD FS DISTRIBUTOR, INC	09/26/2025	R	14,813.47	September
616688	INNOVATIVE OFFICE SOLUTIONS LL	09/26/2025	R	384.10	September
616689	IXL LEARNING INC	09/26/2025	R	993.75	September
616690	JEFF DEHLER PUBLIC RELATIONS L	09/26/2025	R	8,000.00	September
616691	JOHNSON, CHASE	09/26/2025	R	140.00	September
616692	JT FLOOR COVERING INSTALL LLC	09/26/2025	R	5,802.00	September
616693	KEEGAN, KEVIN	09/26/2025	R	2,700.00	September
616694	KIRKPATRICK, GEHRIG	09/26/2025	R	50.00	September
616695	KOCH SCHOOL BUS SERVICE, INC	09/26/2025	R	88,996.97	September
616696	KROMER COMPANY	09/26/2025	R	408.53	September
616697	KUTZKE CONSTRUCTION INC	09/26/2025	R	42,957.97	September
616698	LAKESHORE LEARNING MATERIALS L	09/26/2025	R	145.12	September
616699	LEE, CADEN	09/26/2025	R	90.00	September
616700	LIGHTSPEED TECHNOLOGIES INC	09/26/2025	R	240.00	September
616701	LOFFLER COMPANIES	09/26/2025	R	439.21	September
616702	MARKGRAF, BRANDON	09/26/2025	R	75.00	September
616703	MAVO SYSTEMS, INC	09/26/2025	R	38,051.60	September
616705	MEI TOTAL ELEVATOR SOLUTIONS	09/26/2025	R	830.54	September
616706	MERRITT, GEDRIC	09/26/2025	R	150.00	September
616707	MINNESOTA ELITE ASSIGNING LLC	09/26/2025	R	1,044.00	September
616708	MINNETONKA HIGH SCHOOL ATHLETI	09/26/2025	R	150.00	September
616709	NIELSEN, JACKSON	09/26/2025	R	75.00	September
616711	PERFORMANCE FOODSERVICE	09/26/2025	R	809.39	September
616712	PERNSTEINER CREATIVE GROUP, IN	09/26/2025	R	400.00	September
616713	POZEGA, JUSTIN	09/26/2025	R	1,200.00	September
616714	PREP TIME PRINTING	09/26/2025	R	3,855.50	September
616715	QUADIENT LEASING USA INC	09/26/2025	R	650.22	September
616716	ROSEMOUNT AREA ATHLETICS ASSOC	09/26/2025	R	100.00	September
616718	SCHOLASTIC, INC	09/26/2025	R	399.60	September
616719	SCHOMMER, JAMES	09/26/2025	R	900.00	September
616720	SCHOOL SPECIALTY, LLC	09/26/2025	R	329.18	September
616721	SCORECARD LLC	09/26/2025	R	3,000.00	September
616722	SEACHANGE PRINT INNOVATIONS	09/26/2025	R	973.23	September
616723	SHAKOPEE GIRLS SOFTBALL ASSOC	09/26/2025	R	100.00	September
616724	SOUTHSIDE REFEREES LLC	09/26/2025	R	2,186.00	September
616725	STEP SAVER, INC	09/26/2025	R	93.20	September
616726	ST MICHAEL-ALBERTVILLE GFA	09/26/2025	R	100.00	September
616727	TRIO SUPPLY COMPANY	09/26/2025	R	670.67	September
616728	TRUE MECHANICAL LLC	09/26/2025	R	19,319.18	September
616729	VERICH, LUKE	09/26/2025	R	75.00	September
616730	WILLIAM V MACGILL & CO	09/26/2025	R	981.44	September
616731	WOYNO & ASSOCIATES LLC	09/26/2025	R	4,550.00	September

CHECK NUMBER	VENDOR	CHECK DATE	CHE TYP	AMOUNT	POST MONTH
616732	YAGER, MICHAEL	09/26/2025	R	150.00	September
616733	CHOICE ELECTRIC	09/26/2025	R	3,120.00	September
616734	CHOSEN VALLEY TESTING INC	09/26/2025	R	6,927.00	September
616735	IEA, INC	09/26/2025	R	2,533.67	September
616736	INSIGHT RESTORATION LLC	09/26/2025	R	2,360.87	September
616737	SITELOGIQ, INC	09/26/2025	R	126,112.50	September
616738	SUNBELT RENTALS INC	09/26/2025	R	3,660.76	September
616739	EYE MED-FIDELITY SECURITY LIFE	09/30/2025	R	2,049.12	September
616740	MN SCHOOL EMPLOYEES ASSOCIATIO	09/30/2025	R	324.94	September
616741	NCPERS GROUP LIFE INS	09/30/2025	R	96.00	September
616742	SCHOOL SERVICE EMPLOYEES	09/30/2025	R	890.42	September
202500145	INTERNAL REVENUE SERVICE	09/15/2025	W	296,959.17	September
202500146	LIFE INS CO OF NORTH AMERICA	09/15/2025	W	4,553.22	September
202500147	MN CHILD SUPPORT PYMT CENTER	09/15/2025	W	381.00	September
202500148	MN DEPT OF REVENUE	09/15/2025	W	48,080.60	September
202500149	MN TEACHERS RETIREMENT ASSN	09/15/2025	W	176,769.43	September
202500150	PERA	09/15/2025	W	48,063.79	September
202500151	AVIBEN	09/15/2025	W	61,351.10	September
202500152	ONEBRIDGE BENEFITS, INC.	09/15/2025	W	3,894.83	September
202500154	INTERNAL REVENUE SERVICE	09/16/2025	W	772.64	September
202500155	LIFE INS CO OF NORTH AMERICA	09/16/2025	W	6.75	September
202500156	MN DEPT OF REVENUE	09/16/2025	W	112.68	September
202500157	PERA	09/16/2025	W	577.07	September
202500158	AVIBEN	09/16/2025	W	232.90	September
202500159	ALDI	09/10/2025	W	303.79	September
202500160	FLEET FARM	09/10/2025	W	1,844.56	September
202500162	PRINTFUL	09/10/2025	W	1,197.88	September
202500163	VISTAPRINT USA	09/10/2025	W	766.99	September
202500164	PARTSTOWN	09/10/2025	W	777.02	September
202500166	DOMINO'S PIZZA	09/10/2025	W	772.96	September
202500167	PANTHEON	09/10/2025	W	6,600.00	September
202500168	BRUEGER'S	09/10/2025	W	133.21	September
202500169	MN STATE COLLEGES & UNIV.	09/10/2025	W	450.00	September
202500170	LEARNING TECHNIQUES, LTD.	09/10/2025	W	330.00	September
202500171	DOLLAR TREE	09/10/2025	W	107.00	September
202500172	CANVA	09/10/2025	W	423.00	September
202500173	MASPA STATE NEGOTIATORS	09/10/2025	W	1,000.00	September
202500174	JIMMY JOHNS	09/10/2025	W	217.66	September
202500175	TARGET BANK	09/10/2025	W	508.95	September
202500180	FULL COMPASS	09/10/2025	W	12,064.00	September
202500181	HOME DEPOT	09/10/2025	W	197.23	September
202500182	NICKELODEON UNIVERSE	09/10/2025	W	1,487.50	September
202500183	TWIN CITIES SOCCER LEAGUES	09/10/2025	W	3,876.75	September
202500184	NOWHERE ENTERTAINMENT, LLC	09/10/2025	W	1,680.00	September
202500185	SLICK CITY ACTION PARK	09/10/2025	W	2,079.20	September
202500186	MN VALLEY ELECTRIC CORP	09/10/2025	W	32,794.84	September
202500187	CARVER COUNTY FAIR	09/10/2025	W	1,336.68	September
202500188	BOULDER BIBS	09/10/2025	W	345.52	September
202500189	SPORT SESSION PLANNER	09/10/2025	W	75.00	September
202500190	THREE RIVERS PARK DISTRICT	09/10/2025	W	2,009.00	September
202500191	JERSEY MIKE'S SUBS	09/10/2025	W	202.81	September
202500193	MASBO	09/10/2025	W	25.00	September
202500195	SPORTBIZ LLC	09/10/2025	W	4,501.00	September
202500196	CARVER COUNTY PARKS & RECREATI	09/10/2025	W	88.00	September
202500197	MN TWINS	09/10/2025	W	1,240.00	September
202500200	ROCKET SCIENCE GROUP, LLC	09/10/2025	W	300.00	September

CHECK NUMBER	VENDOR	CHECK DATE	CHE TYP	AMOUNT	POST MONTH
202500202	CLIFTONLARSONALLEN	09/10/2025	W	10,500.00	September
202500204	WILSON LANGUAGE TRAINING CORP	09/10/2025	W	350.00	September
202500208	HAL LEONARD LLC	09/10/2025	W	356.30	September
202500209	MINNSPRA	09/10/2025	W	125.00	September
202500210	GODADDY.COM	09/10/2025	W	20.38	September
202500211	META	09/10/2025	W	97.46	September
202500213	SPORTS ENDEAVORS, LLC	09/10/2025	W	2,204.52	September
202500217	MSHSCA	09/10/2025	W	1,617.50	September
202500229	SPEEDYBUTTONS.COM	09/10/2025	W	116.76	September
202500230	MN DEPT OF HEALTH	09/10/2025	W	180.00	September
202500247	SQUARESPACE INC	09/10/2025	W	20.00	September
202500248	XCEL ENERGY	09/30/2025	W	45,815.57	September
202500250	INTERNAL REVENUE SERVICE	09/30/2025	W	310,307.89	September
202500251	LIFE INS CO OF NORTH AMERICA	09/30/2025	W	6,419.29	September
202500252	MN CHILD SUPPORT PYMT CENTER	09/30/2025	W	381.00	September
202500253	MN DEPT OF REVENUE	09/30/2025	W	49,526.24	September
202500254	MN TEACHERS RETIREMENT ASSN	09/30/2025	W	178,339.52	September
202500255	PERA	09/30/2025	W	52,943.64	September
202500256	AVIBEN	09/30/2025	W	63,265.59	September
202500257	ONEBRIDGE BENEFITS, INC.	09/30/2025	W	4,394.87	September
202500258	MEDICA INSURANCE CO	09/03/2025	W	702,690.54	September
202500337	SECURITY BANK & TRUST CO	09/30/2025	W	96.95	September
202500338	AUTHORIZE.NET	09/02/2025	W	20.00	September
202500339	EDUTRAK LLC	09/10/2025	W	10,732.81	September
202500340	ONEBRIDGE BENEFITS, INC.	09/15/2025	W	1,001.50	September
202500341	BRI PARENT, INC	09/30/2025	W	918.75	September
202500342	CARDCONNECT LLC	09/04/2025	W	12,201.84	September
202500343	PMA SECURITIES LLC	09/15/2025	W	265.46	September
202500344	XCEL ENERGY	09/24/2025	W	104.17	September
202500345	QUADIENT FINANCE USA, INC	09/25/2025	W	1,500.00	September
202500346	CENTERPOINT ENERGY	09/25/2025	W	12,379.28	September
202500347	AT&T MOBILITY	09/26/2025	W	151.72	September
202500348	T-MOBILE	09/30/2025	W	380.00	September
252600005	GOEDE, MATTHEW	09/25/2025	A	50.00	September
252600006	KILIAN, JESSICA	09/25/2025	A	151.40	September
252600007	SELTZ, ANDREW	09/25/2025	A	69.97	September
252600008	SPARBY, PAUL	09/25/2025	A	45.00	September
252600009	WURZER, BONNIE	09/25/2025	A	59.95	September

Totals for checks 4,916,824.85

FUND SUMMARY

<u>FUND</u>	<u>DESCRIPTION</u>	<u>BALANCE SHEET</u>	<u>REVENUE</u>	<u>EXPENSE</u>	<u>TOTAL</u>
01	General	1,822,915.15	0.00	634,659.78	2,457,574.93
02	Food Service	73,659.06	0.00	92,810.56	166,469.62
04	Community Service	119,746.73	0.00	140,970.14	260,716.87
06	Building Construction	0.00	0.00	2,031,297.97	2,031,297.97
08	Trust	0.00	0.00	500.00	500.00
45	OPEB Irrevocable Trust Fund	0.00	0.00	265.46	265.46
***	Fund Summary Totals ***	2,016,320.94	0.00	2,900,503.91	4,916,824.85

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

5.B. Human Resource Items

Presenter: Jeni
Super, Director of
Human Resources

**Waconia Public Schools
Independent School District No. 110
Waconia, Minnesota**

BOARD OF EDUCATION

Regular Meeting – October 27, 2025

AGENDA SECTION: APPROVAL OF AGENDA AND CONSENT AGENDA ITEMS

AGENDA ITEM: Human Resources Recommendations

ITEM ADDED BY: Jeni Super, Director of Human Resources

Employment

Conley, Keelan Replacement	Educational Assistant (SPED) 6.5 Hours/Day, 175 Days	WMS
Crandell, Kat Replacement	Educational Assistant 6.5 Hours/Day, 175 Days	WMS
Keeling, Daniel Replacement	Educational Assistant 5 Hours/Day, 175 Days	SV
Melsha, Crystal Replacement	Special Education Teacher 1.0 FTE; 184 Days Attach K	SV
Parisian, Shilo Replacement	Grade 5 Teacher Long Term Substitute Attach K	SV
Sok, Larissa Replacement	Preschool Teacher Long Term Substitute Attach K	Comm Ed

Employee Status Changes

Brueggemeier, Anna, from KidSpace Aide to KidSpace Lead at Comm Ed
Gilbert, John, Educational Assistant (SPED) from 7 hours/day to 7.25 hours/day at WMS

Kurtz, Courtney, Educational Assistant (RegEd and SPED), from 5.25 to 6.75 hours/day at BV
Nahmensen, Miki, Educational Assistant (SPED) from 7 hours/day to 7.25 hours/day at WMS
Wabbe, Jody, Educational Assistant (SPED) from 6.5 hours/day to 6.75 hours/day at WMS

Leaves of Absence

Deleo, Brenda, Admin II at Waconia High School
Olson, Erik, Teacher at Waconia High School

Extended Leave of Absence

Retirements/Resignations/Terminations

Dyck-Juncewski, Cynthia, Educational Assistant (SPED) at WMS
Mackenthun, Jamie, Educational Assistant (SPED) at T110
Ristow, Madelline, Educational Assistant (SPED) at ESC
Shirley, Celia, Educational Assistant at BV

It is recommended that the ISD 110 Board of Education approve the above human resource actions as proposed.

5.C. Client Services Agreement with ProCare Therapy



MEMORANDUM

TO: ISD 110 School Board

FROM: Pam Carman, Director of Finance & Operations
Paul Tordoff, Director of Special Education

DATE: October 27, 2025

SUBJECT: Speech Language Pathology Services - Transition from City Therapy Services, LLC to ProCare Therapy

Due to ongoing service quality concerns and the District's commitment to providing consistent, high-quality speech-language services, Waconia Public Schools has provided City Therapy Services, LLC with a 30-day notice of termination in accordance with the contract provisions approved by the Board on June 23, 2025. The termination notice was issued on October 10, 2025, with services to conclude on [November 7, 2025].

While the agreement with City Therapy Services was initially intended to ensure continuity of student support for the 2025–26 school year, the level of service delivery and responsiveness has not met the expectations outlined in the contract or the needs of our students.

To maintain compliance with students' Individualized Education Programs (IEPs) and avoid disruption in required services, Administration recommends entering into a Client Services Agreement with ProCare Therapy. Under this agreement, ProCare Therapy will provide a licensed speech-language pathologist (SLP) via telepractice through its VocoVision division at a rate of \$98 per hour—a \$3 per hour increase from the \$95 per hour rate previously charged by City Therapy Services, LLC. Services with ProCare Therapy are scheduled to begin on [November 10, 2025] and continue through June 30, 2026.

ProCare Therapy provides certified professionals who meet all state and federal licensure requirements, maintain professional liability insurance, and complete all required onboarding and background checks prior to service initiation. This partnership will allow the District to meet IEP service mandates and maintain compliance with federal and state special education regulations while continuing to actively recruit an in-person SLP.

We will continue to actively recruit and hire a qualified SLP. However, this agreement will allow us to meet the immediate needs of our students and families while maintaining essential support services throughout the school year. Without these services, the District would be at risk of noncompliance with federal and state special education requirements and may be obligated to provide compensatory services, which could include reimbursement for private speech-language services or direct payments to outside providers.

Administration recommends approval of the Client Services Agreement with ProCare Therapy for the provision of speech-language services for the remainder of the 2025–26 school year.



CLIENT SERVICES AGREEMENT Education Division

ProCare Therapy, a d/b/a of New Direction Solutions, LLC (the "Company") and

Waconia Public School District
whose principal location is 512 INDUSTRIAL BLVD, WACONIA, MN 55387 ("Client")

enter into this non-exclusive Client Services Agreement for the purpose of referring and placing Company's employees (the "Consultant" or "Consultants") with Client. This Agreement shall govern the overall terms of the relationship, while a separate Client Assignment Confirmation (Addendum A) for each placement will outline specifics as to bill rates, personnel, and assignment lengths.

SECTION 1 Scope of Services

The Company, a staffing agency in the business of providing supplemental staffing to the public and private education sector, will use commercially reasonable efforts to provide Consultants to Client on a temporary basis or, if specifically requested by Client, for permanent placements. The parties agree that Company cannot guarantee the result or performance of the Consultants placed on a temporary or permanent basis. Client attests that it currently holds and agrees it will maintain all requirements necessary to operate its business and to utilize the Consultants in the positions assigned. If a Consultant is unable to complete the specified assignment, Company may use its commercially reasonable efforts to find a replacement in a timely manner.

SECTION 2 Independent Contractor

The parties agree that the relationship of each to the other is that of an independent contractor. All Consultants will remain employees of the Company, which is solely responsible for providing and maintaining payroll services for any Consultant placed with Client, maintaining payroll records, and withholding and remitting all payroll taxes and social security payments, unless the parties otherwise agreed to in writing. Company does not ordinarily use subcontractors in providing services. Should the need to use a subcontractor arise, the Company will notify Client in advance of the assignment to receive approval.

SECTION 3 Term of Agreement

This Agreement begins on the date of the latest signature below ("Effective Date") and remains in effect for a period of one (1) year unless terminated earlier in accordance with the provisions of this Agreement. Following the initial term, this Agreement will automatically renew for successive one-year periods. If either party elects not to renew, all obligations under this Agreement will cease at the end of the current term, except for any provisions that expressly or by their nature survive termination.

SECTION 4 Telepractice Services

Company, at Client's request, may provide telepractice services through its teletherapy provider VocoVision. Should utilization of VocoVision occur, Client will receive **Addendum A – Teleservices Assignment Confirmation** which outlines specific terms and conditions regarding VocoVision's telepractice services.

SECTION 5 Insurance

Company will maintain at least the following minimum amounts of insurance:

General Liability - \$2,000,000 per occurrence and \$4,000,000 aggregate.

Workers Compensation - in accordance with state regulations.

Employer's Liability - \$1,000,000.

Excess Liability over General Liability and Employer's Liability - \$5,000,000 per occurrence and \$5,000,000 aggregate.

Professional Liability - \$1,000,000 per occurrence and \$3,000,000 aggregate.

Sexual Abuse and Molestation - \$1,000,000 per claim and \$3,000,000 aggregate

SECTION 6 Competency and Licensing

Company will make reasonable efforts to present only Consultants qualified for their discipline based on the applicable Department of Education licensing and certification requirements, professional standards, and Client requirements for the disciplines placed with Client. The Company will conduct pre-employment screenings to provide Consultants who meet the applicable standards and Client requirements. To assist in these efforts, Client will provide Company with all necessary standards and Client requirements for each discipline a Consultant may work in. Client acknowledges that it possesses the unique and necessary knowledge to assess the qualifications of any Consultant referred to work with Client, and Client agrees that it has the ultimate responsibility of approving a

Consultant's licensure, certifications, and qualifications as acceptable for Client in the assigned discipline. To this end, Company will make available to Client all necessary Consultant records that Company may disclose and may, at Client's discretion, facilitate an interview between Client and Consultant to assist in the assignment decision. If Client becomes aware of any notices, findings, or information, including but not limited to fingerprint search results, that may negatively impact the start or continuation of an assignment, Client will notify Company in writing within three (3) business days of Client's knowledge of such information and will provide Company with all relevant and necessary details regarding the situation. Failure to notify Company may result in the termination of this Agreement and any current or future assignments.

SECTION 7
Credentialing and Onboarding

Consultants assigned to Client must pass all required background checks, fingerprinting, and security screenings in accordance with federal, state, and local requirements as applicable to Client and the assigned discipline. Client will confirm that Consultants meet these requirements prior to the start of an assignment.

Client acknowledges that Consultants must complete Company's onboarding and credentialing processes prior to the start of an assignment, and Client agrees that Consultants may not provide any services prior to their completion of onboarding and credentialing. Company will provide Client with written notice of Consultant's completion of onboarding and credentialing and Consultant's authorization to begin work. If Client authorizes a Consultant to begin work before completion of the onboarding and credentialing process, Client accepts full responsibility for such authorization. Client agrees to indemnify, defend, and hold harmless Company from all liabilities, losses, damages, costs, and expenses arising due to Consultant's performance of services during such period and agrees that in no instance is Company liable to Client for its decision to authorize work without Company's written approval and confirmation of completion of onboarding and credentialing.

SECTION 8
On-Site Responsibility

Client will provide Consultants with orientation to all Client specific policies, procedures, and processes necessary to provide services, including but not limited to safety policies and procedures, and Client will provide all necessary support, facilities, training, direction, and means for Consultants to satisfactorily complete the assignment. Client acknowledges that Company does not provide special education, therapy, nursing, or related services and only provides candidate identification and placement services. As such, the provision of Consultant's services is not supervised by Company. Client will provide Consultant and Company written notice and contact information of the Client supervisor assigned to each Consultant. At all times, Consultants are subject to Client's guidance, supervision, and control for the work performed and services provided. Client is responsible for Consultant's adherence to the applicable standards of practice and Client requirements, and only Client is responsible for determining the appropriate services to be provided by Consultant. Client will not allow Consultant, at any time, to perform work or provide services that are outside the scope of the duties and responsibilities of their assigned position, and Client will not allow Consultant to perform work at any location other than the location(s) agreed upon with Company. Client will not allow, request, or require that Consultants use any automobile, regardless of ownership, or Consultant's personal devices in performance of any work for Client without the written consent of Company. Client acknowledges that any deviation from Client's policies and procedures, as orientated to Consultants, should be immediately reported in writing and directly to Company so it may offer correction and/or counseling to the Consultant.

SECTION 9
Administrative Responsibilities

Client is responsible for orienting Consultants to Client's policies and procedures regarding the submission of any paperwork required for reimbursement by funding entities such as Medicare, Medicaid, or health insurance. Such paperwork may include, but is not limited to, patient care plans, comprehensive patient histories, individual education plans, or Client specific program plans. Should Consultant fail to submit paperwork as required by Client's policies and procedures, Client will notify Company in writing within three (3) business days of Client's knowledge of the alleged failure. Failure to timely notify Company or notify Company before an assignment ends negates any Client claim to withhold payment due to untimely work and/or paperwork non-compliance.

Where required by federal, state, or local law, Client acknowledges it is responsible for providing and administering meal and rest periods to Consultants in accordance with such laws because Company does not maintain control over Client's workplace. If Client operates in such a jurisdiction, Client will provide a written policy outlining Client's requirements and procedures to Company and Consultants, and Client will provide appropriate training to Consultants so they may comply with such policy. Client agrees to indemnify Company for any payments or other expenses incurred by Company relating to Client's failure to properly administer any legally required meal or rest breaks. Client will immediately notify Company in writing if it is unable or unwilling to provide or administer legally required meal and rest breaks. In such an event, Company may immediately terminate any or all current and future assignments with Client. In the event of any inquiries regarding meal and rest break compliance, Client and Company will cooperate in good faith to resolve the matter in accordance with applicable laws and best practices. If corrective action is necessary, the parties will work together to determine an appropriate resolution.

SECTION 10
Workplace Conditions and Reporting of Work-Related Injuries

Client will maintain a safe working environment and provide all appropriate personal protective equipment as deemed necessary for the positions to which Consultants are assigned. Client warrants that its facilities and operations comply with all applicable federal, state, and local safety and health laws, regulations, and standards, including but not limited to all applicable workplace safety standards. Client agrees it is responsible for providing all necessary safety training and equipment to Consultants, and for each Consultant's compliance with applicable health and safety requirements, including those instituted by Client. Client ensures compliance with all applicable workplace safety obligations, including general training on the reporting of work-place injuries or incidents, and occupational exposure to bloodborne pathogens. Records of such occurrences will be maintained by Client and will be accessible to Company. In the event of a workplace injury, incident, or exposure, each affected Consultant will contact their immediate Client-appointed supervisor and report to the appropriate treating department as per Client protocol. Consultant will concurrently report any workplace injury, incident, or exposure to Company for the purpose of reporting such event to Company's workers' compensation carrier. If Client's reporting requirements change during the term of this Agreement, Client is responsible for providing written notification of such change to both Company and Consultants.

SECTION 11
Employment of Consultants

Should Client wish to engage in a contingency search agreement for specific disciplines to help fulfil required staffing levels, the parties will work together to develop a separate agreement outlining the scope of such requested search.

SECTION 12
Equal Opportunity and Workplace Harassment

Both parties agree to provide equal opportunity to all Consultants and agree that they will not discriminate against, harass, or retaliate against any Consultant based on race, religion, color, sex, national origin, age, disability, veteran status, or any other status or condition protected by applicable federal, state, or local laws. Client will promptly investigate all allegations of discrimination, harassment, and retaliation, and will immediately report to Company any such incident or suspected incident involving a Consultant and Client employees or agents or occurring at Client's worksites. Client will indemnify Company for all losses, liabilities, or damages associated with defending any charge, complaint, claim, cause of action or suit by any governmental or administrative agency and/or any Consultant or anyone acting on Consultant's behalf, arising in whole or in part due of Client or Client's employees or agents.

SECTION 13
Timekeeping and Invoicing

Client will ensure that Consultants accurately record the start and stop times for all hours worked in accordance with Client's policies and that Consultants utilize Client's designated method for submission of Company's timesheet. Timesheets and/or timesheet approvals are due weekly by 12:00 PM on the Monday following the end of Client's designated workweek.

Company will generate an invoice based on timesheets submitted. Each invoice will contain a unique invoice number, date(s) of services provided, Consultant name, job title, hourly bill rate, total hours billed, and total amount due. Company pays overtime in compliance with federal, state, and local laws. Client agrees to be billed at one and one-half (1.5) times the regular bill rate for all hours when Company is required to pay overtime. Client must notify Company in writing if pre-approval is required for overtime hours prior to any such hours being worked. Client attests that only Client employees with appropriate knowledge and authority will review and approve invoices and will notify Company of any errors within fifteen (15) days of the date of invoice, and Company agrees that all non-disputed amounts are due and payable according to the standard payment terms contained herein. Company and Client will work in good faith to resolve any errors, and Company will provide a corrected invoice mutually acceptable to both parties within ten (10) business days of a resolution. In the event Client fails to report errors within fifteen (15) days, disputes will not be accepted, and the invoice will be due and payable in full.

SECTION 14
Payment Terms, Default Charges, and Minimum Wage Increases

Company will submit invoices to Client on a weekly basis for all services provided during the previous week. **Client's payment is due within thirty (30) days of receipt of invoice.**

Invoices are considered past due if not paid by the agreed upon due date. Client agrees to pay all necessary collection costs, including reasonable attorney's fees and costs. Company reserves the right to approve or discontinue any extension of credit and the terms governing such credit.

If Company is required to increase Consultant's compensation due to minimum wage increases or experiences an increase in compensation costs as a direct result of any law, order, or other government action, Client agrees that Company may increase the bill rates at a proportional level. Company agrees it may only increase bill rates up to a level that places Company in the same position it was prior to such law, order, or action. Company will provide fifteen (15) days written notice to Client prior to any such change taking effect.

SECTION 15
Limitation of Liability

NEITHER PARTY WILL BE LIABLE TO THE OTHER WHATSOEVER FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING ANY DAMAGES ON ACCOUNT OF LOST PROFITS, LOST DATA, LOSS OF USE OF DATA, OR LOST OPPORTUNITY, WHETHER OR NOT PLACED ON NOTICE OF ANY SUCH ALLEGED DAMAGES AND REGARDLESS OF THE FORM OF ACTION IN WHICH SUCH DAMAGES MAY BE SOUGHT. THE FEES AND BILLINGS DUE UNDER THIS AGREEMENT ARE NOT CONSIDERED SPECIAL DAMAGES OR LOST PROFITS AND WILL NOT BE LIMITED BY THESE PROVISIONS.

SECTION 16
Incident and Error Tracking

Client will report to Company any performance issues, incidents, errors, or other similar events related to the work or services provided by Consultants. Company will document reported incidents and may track all such events for quality assurance purposes. All supporting documentation is required within seventy-two (72) hours of Client's knowledge of the occurrence.

SECTION 17
Termination of Assignment With Cause

Immediately upon Client's knowledge, Client will report to Company any behavior issue, deviation from the accepted standards of practice, policies, and procedures as orientated to Consultant, or incident that would be considered adverse to Client's operations. In such an event, Client may request, in writing, that Company facilitate the immediate removal of Consultant. Client agrees it will not immediately remove a Consultant or terminate an assignment unless Company has been notified in writing or, based on Client's good faith assessment, that immediate dismissal is necessary to protect Client's operations. Upon termination of assignment or removal of a Consultant, Client will provide documentation specifying the reasons and facts of the termination to Company within forty-eight (48) hours. If Client does not report such deviation(s) and terminates an assignment or does not provide the required documentation following a termination, Client will be assessed an amount equal to five (5) days of billings at the bill rates and minimum hours agreed upon in the applicable Client Assignment Confirmation. The parties agree that Consultants are an integral part of Company's operations and a resource that may have been developed over years, and Client acknowledges that Company may not be able to find another position for Consultant, ultimately leading to termination of Consultant's employment with Company. Accordingly, any delay or absence of written notice may result in lost revenue or other consequences not foreseen at this time. Therefore, the parties agree the liquidated damages in this Section are reasonable for the probable loss suffered by Company in the event of Client's breach of this provision.

Client is responsible for all costs and fees up to the point of termination. Client will provide Company a five (5) business days exclusivity period to refill the position in the event of termination with cause. Should Company identify a suitable Consultant, Client will agree to the original or extended terms of the terminated Consultant's assignment. In the event a replacement Consultant requires higher compensation, Client agrees that Company may proportionately increase the bill rate to put Company in the same position as it was before the termination.

SECTION 18
Termination of Agreement and Termination of Assignment Without Cause

Client may terminate an assignment or this Agreement upon thirty (30) days written notice. Client is responsible for all charges and fees prior to notice date and through the 30-day period of notice. If Client is unable to or does not provide thirty (30) days written notice, Client will be billed for thirty (30) days at the agreed upon regular bill rate and minimum hours for all terminated assignments. In the event of termination without cause, Client is responsible for any housing and travel costs actually incurred by Company because of such termination.

SECTION 19
Minimum Hours

Client will provide Consultants with the number of work hours per week specified in the applicable Client Assignment Confirmation. Cancellation of prescheduled workdays or reduction in work hours by Client will be billed reflecting the minimum work hours. Minimum work hours will be reduced to reflect scheduled closings for holidays and planning days.

SECTION 20
Force Majeure and Unscheduled Facility Closure Policy

Neither party is liable for failure or delay in performing its obligations, if such failure or delay is due to natural disasters, pandemics, acts of war, government regulations, or other events or causes beyond the parties' control. Further, the parties agree that Company is not liable for failure or delay in performing its obligations, if such failure or delay is due to termination of Consultant or Consultant's resignation. If services are interrupted, both parties will make reasonable efforts to resume operations.

Notwithstanding the foregoing, the parties agree that in the event of an unforeseen or unexpected interruption resulting from a complete or partial unscheduled closure of Client's facilities due to natural or manmade events, including but not limited to fires, storms, flooding, earthquake, labor unrest, riots, and/or acts of terrorism or war (each an "Unscheduled Closure"), Client will transition to virtual services all Consultants whose services can be performed in such a setting. Client agrees to be billed for virtual services at the regular contracted hourly bill rate for all hours worked by Consultant. Virtual service hours will be entered and processed according to the normal time submittal and approval process, unless otherwise requested in writing by Client and agreed upon by Company. Company and Client will work in good faith to determine which contracted disciplines qualify for virtual services, however Client may not decline virtual services of a Consultant if the same services are provided virtually by Client employee(s). For Consultants not eligible for virtual services, Client will be invoiced and will pay for each affected Consultant a rate of \$200 per day for each workday that the affected Consultant is unable to work due to an Unscheduled Closure.

SECTION 21
Multiple Locations

If Client requires Consultant to travel to and perform services at more than one location, Client will compensate Company for travel time between facilities at the regular hourly bill rate and for mileage not to exceed the then current IRS reimbursement rate.

SECTION 22
Issue Resolution

In the event Client encounters an issue that is not satisfactorily resolved by its Company representative, Client should escalate the issue to the appropriate Company manager by calling 800-849-5502. Please ask for your account representative's manager.

SECTION 23
Indemnification

To the fullest extent permitted by law, each party (the "Indemnifying Party") will indemnify, defend, and hold harmless the other party, and each of their respective officers, directors, agents, and employees (the "Indemnified Party") against all liabilities, losses, damages, costs and expenses ("Losses") to the extent caused by the actions or inactions of the Indemnifying Party. In no event will the Indemnifying Party's obligations extend to Losses resulting solely from the negligent act or omission, willful misconduct, breach of this Agreement, or unlawful act of an Indemnified Party.

The Indemnified Party will notify the Indemnifying Party promptly after receiving notice of a claim, lawsuit, demand, action, or threatened action ("Claim") covered by the indemnity obligations in this Agreement and will provide the Indemnifying Party with all necessary documentation for the Indemnifying Party to assess its obligations under the Agreement. The parties will keep each other reasonably informed regarding the status of any Claim, will work in good faith in the defense and settlement of Claims, will provide notice to and consult with each other prior to settling any Claim. Neither party will, without the other's written consent, settle or compromise any claim or consent to the entry of any judgment regarding any Claim which indemnification is being sought unless such settlement, compromise, or consent (i) includes an unconditional release of the other party from all liability arising out of such claim; (ii) does not include any admission or statement suggesting any wrongdoing or liability on behalf of the other party; (iii) does not contain any equitable order, judgment, or term that affects, restricts or interferes with the business of the other party; and (iv) does not place any monetary obligations or liabilities on the other party. Any omission or delay in complying with this paragraph by the Indemnified Party will relieve the Indemnifying Party of its obligations to the extent it is prejudiced by such omission or delay. This Section will survive any termination or expiration of this Agreement.

SECTION 24
Confidentiality

Each party acknowledges that, they (the "Receiving Party") will learn confidential information of the other party (the "Disclosing Party"). Confidential information (as defined here and below) is any information which is private to the Disclosing Party but is shared by to the Receiving Party as required to accomplish this Agreement and **includes bill rates, fees for permanent placements, and terms and conditions of this Agreement.** It is agreed that neither party will disclose any Confidential Information of the other party to any person or entity nor permit any person or entity to use Confidential Information, except as required to fulfill the party's obligations under this Agreement.

Confidential Information of Company also includes, but is not limited to, any and all information owned or controlled by Company and/or its employees, that relates to the clinical, technical, marketing, business or financial operations of Company and which is not generally disclosed to the public, including but not limited to employee and Consultant information and Company's technical data, policies, financial data, contract terms and provisions, billing rates, and permanent placement fees whether disclosed orally, in writing, or by inspection, and that should be reasonably understood to be confidential given the nature of the information.

If the Receiving Party attempts to use or dispose of any Confidential Information, or any duplication or modification thereof, in any manner contrary to the terms of this Agreement, the Disclosing Party has the right, in addition to other remedies which may be available to it, to obtain injunctive relief enjoining such acts or attempts as a court of competent jurisdiction may grant. The parties acknowledge and agree that monetary damages may not be a sufficient remedy for any breach or threatened breach of this Section and, therefore,

such injunctive relief is appropriate as a remedy and the breaching party waives any requirement for the securing or posting of any bond showing actual monetary damages in connection with such breach.

The parties understand and agree that nothing in this Section is meant to prevent any disclosure of Confidential Information required under federal, state, or local law, regulation, or a valid order issued by a court or governmental agency (each a "Legal Order"). Before making such disclosure, the Receiving Party will provide the Disclosing Party with (i) prompt written notice of such Legal Order so the Disclosing Party may seek, at its own costs and expense, a protective order or other remedy; and (ii) reasonable assistance, at the Disclosing Party's costs and expense, in opposing such disclosure. If, after providing notice, the Receiving Party remains subject to a Legal Order to disclose any Confidential Information, the Receiving Party will disclose only the portion of Confidential Information that such Legal Order specifically requires to be disclosed.

SECTION 25
Family Education Rights and Privacy Act, Data Protection, and Cybersecurity

Where applicable, Company will comply with all laws, rules, and regulations pursuant to the Family Educational Rights and Privacy Act, 20 USC 1232g ("FERPA") and acknowledges that certain information about Client's students may be contained in records maintained by Company and the Consultant and that this information can be confidential by reason of FERPA and related Client policies. Both parties agree to protect relevant records in accordance with FERPA and Client policy. If necessary, Consultants assigned to Client will execute a FERPA Statement of Understanding outlining appropriate guidelines. Notwithstanding the foregoing, Client will not, unless necessary in furtherance of this Agreement, disclose such information to Company or Consultant, and Client will not, under any circumstances, allow Consultant to remove such information from Client facilities. If such removal occurs, Client will immediately notify Company, and the parties will work in good faith to remedy the situation. Except where required by law, Company will not disclose to any third party, without prior consent of a parent/guardian and written consent of Client, any information regarding students that Company may learn or obtain during this Agreement.

The parties will implement and maintain reasonable security measures to protect data from unauthorized access, disclosure, or use and will comply with all applicable federal, state, and local laws regarding privacy and data protection. In the event of a data breach affecting the other party, the affected party must notify the other party within five (5) business days of its awareness of the breach. Upon termination of this Agreement or upon the other party's request, each party will return or securely destroy records and data in accordance with applicable laws. Client agrees Company is free from any liability arising from or relating to Client's failure to provide onsite supervision or to orient and train Consultant on Client's policies, procedures, or oversight related to data protection.

SECTION 26
State Retirement System Notice

This notice is intended to clarify the manner of payment in contemplation of a Consultant's mandatory or permissive participation in a state teacher retirement system, school employees' retirement system, and/or any similar or successor system applicable to the professionals provided by Company. Client agrees that if formal notice is required to be given to any Consultant that participation in any such retirement system/pension is either: 1) permitted by Consultant's election; or 2) is required by law, then Client is solely responsible for providing such notice to Consultant and fulfilling all associated administrative duties. The parties agree that the applicable employee share paid to the system by Client shall be deducted from the amount due to Consultant by Company. Client and Company expressly acknowledge and agree that if any Consultant is required to or elects to participate in a retirement system/pension, Client is solely responsible for: 1) creating an account for Consultant with the appropriate retirement system/pension; 2) all present and/or future obligations to make employee and employer cash payments/ contributions to the retirement system/pension as required by law and/or set by the retirement system/pension; and 3) otherwise administering all employer functions pertaining to the Consultant's interest in retirement system/pension. Client will immediately notify Company if any Consultant is required to or voluntarily elects to participate in any such system. In such event, Client will advise Company of the withholding obligation percentages (both employer and employee share) so that invoices to Client and payment to the Consultant may be adjusted accordingly. The parties agree that Client will withhold and pay to the retirement/pension both the employee and employer shares. The parties agree that the applicable employee and employer shares paid to the system by Client will be deducted from the amount owed to Company by Client.

SECTION 27
Conflicts of Interest

The parties acknowledge their respective obligation to report any conflict of interest and/or apparent conflict of interest that may interfere with the ability to perform under this Agreement. To that end, the parties hereby certify and represent that their officials, employees, and agents do not have any significant financial or other pecuniary interest in the other party's business or operations, and no inducements of monetary or other value were offered or given to any officer, employee, or agent of the other party. Each party agrees to promptly notify the other in the event it becomes aware of any conflict of interest or apparent conflict of interest.

SECTION 28
Client Funding

The parties acknowledge that Client's obligations under this Agreement may be subject to budgetary constraints and appropriations by government authorities. If funding for services under this Agreement is reduced or eliminated by governmental action, Client will



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immediately notify Company in writing. In such cases, the parties will negotiate in good faith to modify the Agreement to allow for continuation of services. However, if Company, in its sole discretion, determines that it is not feasible to continue providing services at reduced costs, Company may immediately terminate this Agreement and all current and future assignments, without liability to Client.

SECTION 29
Survival

The parties' obligations under this Agreement which by their nature continue beyond termination, cancellation, or expiration of this Agreement, will survive termination, cancellation or expiration of this Agreement.

SECTION 30
Notices

All notices required to be given in writing will be sent to the names/addresses listed below.

To Company

New Direction Solutions LLC dba ProCare Therapy
Attn: Contract Department
5550 Peachtree Parkway, #500
Peachtree Corners GA 30092
Email: ContractNotices@procaretherapy.com

To Client

Waconia Public School District
512 INDUSTRIAL BLVD, WACONIA, MN 55387

SECTION 31
Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State where the services are provided, without regard to its conflict of laws principles. Any legal action or proceeding arising out of or relating to this Agreement shall be brought exclusively in the state or federal courts located in the State in which services were performed.

SECTION 32
Electronic Signatures, Counterparts, and Authority

This Agreement and any related documents may be executed and delivered electronically, including by email or electronic signature software. Signatures transmitted electronically will be considered valid and binding as if they were original signatures.

This Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. A signed copy of this Agreement transmitted by electronic means (such as email or other software) will have the same legal effect as an original signed copy.

The persons signing this Agreement represent that they have the proper authority to bind their respective party. If Client is entering into this Agreement on behalf any additional affiliated facilities, Client represents that it has the proper authority to bind those facilities to the terms of this Agreement. As such, Client will be jointly and severally liable under this Agreement for the obligations of such additional affiliated facilities.

SECTION 33
Severability and Waiver

If any provision of this Agreement is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions will continue in full force and effect. When possible, the parties agree to negotiate in good faith to replace any invalid or unenforceable provision with a legally valid alternative.

Failure or delay by either party to enforce any provision of this Agreement will not be considered a waiver of that provision or any other provision, and a waiver of any right(s) under this Agreement must be in writing and signed by the waiving party. No waiver of any default will be deemed a waiver of any subsequent default.

SECTION 34
Entire Agreement

This Agreement and each duly executed Amendment or Exhibit represents the entire agreement between the parties and supersedes any prior understandings or agreements, whether written or oral, between the parties with respect to the subject matter herein. The



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parties acknowledge that they were given the opportunity to discuss this Agreement with legal counsel. Should any provision of this Agreement require judicial interpretation, the interpretation shall not apply any rule of construction to construe the provision(s) more strictly against one party. This Agreement will inure to the benefit of and will be binding upon the parties hereto and their respective heirs, personal representatives, successors, and assigns, subject to the limitations contained herein. This Agreement may not be modified, amended, suspended, or waived, except by the mutual written agreement of the parties.

This Agreement and attached Assignment Confirmation contain terms that may only be altered when agreed upon in writing by both parties. ***(Please return all pages of this Client Services Agreement)***

CLIENT ID – CLIENT NAME

157919 WACONIA PUBLIC SCHOOL DISTRICT

Signature Date

Print Name

Title

New Direction Solutions, LLC dba ProCare Therapy

Caroline Daniels

Caroline Daniels
Division Director
October 08, 2025 15:12 UTC
IP: 38.142.130.219



ADDENDUM A
Terms of Teleservices Assignment
No Equipment Provided

This Terms of Teleservices Assignment is subject to the terms and conditions of that certain Client Services Agreement between the parties outlined below.

Assignment Details

New Direction Solutions, LLC dba ProCare Therapy ("ProCare" or the "Company") will contract with VocoVision for the provisions of telepractice services to Client. Client will pay ProCare for the hours worked by Contracted Telepractitioner under the following terms:

Contracted Telepractitioner: Christa LeGasse
Client: Waconia Public School District
Assignment Start Date: 10/27/2025 Assignment End Date: 06/03/2026
Position: SLP
Hours per Week: 37.5
Bill Rate per Hour: \$98.00 Bill Rate is all-inclusive(a)
Technology Fee: Does Not Apply; No Equipment Provided
Miscellaneous: _____

- a) Sales tax will be added to professional fees if required by state law and client is not a tax-exempt entity.
b) Client agrees to approve Contracted Telepractitioner's weekly log of service. Logs will be submitted on a weekly basis by Contracted Telepractitioner for Client's review and approval. Should Contracted Telepractitioner fail to submit paperwork or weekly log to show proof of completed work, Client agrees to notify ProCare in writing within three (3) business days of alleged failure. Client's failure to notify ProCare in writing within the three (3) day period shall negate any Client invoicing dispute.
c) Client acknowledges Additional Terms and Conditions as applicable to teletherapy services and the provision thereof.
d) Client acknowledges that Contracted Telepractitioner will be providing and using their own equipment in performance of duties.

By: 157919 WACONIA PUBLIC SCHOOL DISTRICT

Print Name: _____

Title: _____

Date: _____

Teleservices Provisions

1. Client Responsibilities.

Client agrees to provide appropriate local support to facilitate remote Contracted Telepractitioner's ability to fulfill the responsibilities outlined in Duties and Responsibilities and Responsibilities below.

2. Scheduling.

Client agrees to the minimum hours of Services per week as stipulated in Addendum A: Terms of Teleservices Assignment and will schedule the appropriate number of student sessions and other related services each week to meet or exceed the minimum hours requirement. Client and Contracted Telepractitioner will agree upon a weekly schedule for Services which will be loaded into the VocoVision system. Any revisions to the schedule must be submitted to the VocoVision Operations Department no later than 12:00 PM EST Friday for Services the following week. VocoVision requires a 24-hour notice to cancel scheduled Services. One cancellation without notice is permitted per school year. Additional cancellations with less than 24 hours' notice will be billed at the regular rate. Note that VocoVision Contracted Telepractitioners are encouraged to complete non-therapy work (e.g., paperwork, planning, file reviews, etc.) during any such cancellation time.

3. Administrative Responsibilities.

Client shall be responsible for orienting Contracted Telepractitioners to Client's policies and procedures regarding the submission of any requisite paperwork which must be tendered for reimbursement by funding entities such as Medicare, Medicaid, or health insurance. Such paperwork may include, but is not limited to, individual education plans or Client-specific program plans. During the contracted assignment, should Contracted Telepractitioner fail to submit paperwork as required per Client's policies and procedures, Client must notify VocoVision in writing within three (3) business days of alleged failure. Failure to notify VocoVision within the three (3) day period shall negate any Client claim to withhold payment due to paperwork non-compliance by Contracted Telepractitioner. Within three (3) business days following the conclusion of a contracted assignment, Client shall conduct a final review to determine whether the completion of additional paperwork is needed from the Contracted Telepractitioner. Failure to notify VocoVision prior to the fourth (4th) day after conclusion of the assignment will negate any Client claim to withhold payment due to paperwork non-compliance by Contracted Telepractitioner.

Duties and Responsibilities

The duties and responsibilities of a Contracted Telepractitioner include, but are not limited to the following:

- a. Collaborates with the school district to identify students' communication characteristics, support resources, as well as any physical, sensory, cognitive, behavioral and motivational needs to determine the benefit a student may receive through telepractice.
- b. Collaborates with the school district to determine assessment resources - including their potential benefits and limitations - in the telepractice setting, and to develop a plan to assess students appropriately.
- c. Monitors effectiveness of services, and modifies evaluation and treatment plans as needed.
- d. Maintains appropriate documentation of delivered services in a format consistent with professional standards and client requirements.
- e. Complies with state and federal regulations to maintain student privacy and security.
- f. Facilitates behavior management strategies in students as appropriate.
- g. Provides information and counseling to families and school personnel as needed

5.D. Land Donation

DONATION AGREEMENT

THIS DONATION AGREEMENT (the “Agreement”) is made as of this __ day of _____, 2025 (the “Effective Date”) between Paradise Partners, LLC (“Donor”), a Minnesota limited liability company, and Independent School District No. 110, Waconia, a Minnesota public school district (“Donee”).

RECITALS

WHEREAS, Donor owns certain real property located at 9550 Airport Rd., Waconia, MN 55387, identified as Parcel ID No. 750191350, and legally described in the attached Exhibit A (the “Donation Parcel”);

WHEREAS, Donor has agreed to a donation of the Donation Parcel to Donee; and

WHEREAS, Donor and Donee desire to enter into this Agreement to set forth the terms and conditions of Donor’s donation of the Donation Parcel to Donee.

AGREEMENT

In consideration of this Agreement, Donor and Donee agree as follows:

1. **Donation of Property.** Donor agrees to donate to Donee, and Donee agrees to receive from Donor, the Donation Parcel. Donor shall convey fee title to the Donation Parcel together with all rights appurtenant to the Donation Parcel. If Donee fails, for any reason or no reason, to fulfill this Agreement, then this Agreement shall automatically terminate and be of no further force or effect.
2. **Donee Contingencies.** The obligations of Donee under this Agreement are contingent upon each of the following being satisfied by Donee on or before **December 31, 2025** (“Contingency Date”):
 - a. **Title.** Title to the Donation Parcel shall have been found acceptable, or been made acceptable, in accordance with the requirements and terms of Section 7 below.
 - b. **Inspection.** The Donee shall have determined that it is satisfied in its sole and absolute discretion and opinion with the results of and matters disclosed by any and all soil tests, well tests, engineering inspections, hazardous waste and environmental reviews and general inspections of the Donation Parcel. All such tests, inspections and reviews are to be obtained at Donee’s sole cost and expense.
 - c. **Document Review.** Donee shall have determined that it is satisfied with its review and analysis of any records relating to the Donation Parcel.
 - d. **Government Approvals.** This Agreement is contingent upon the determination that zoning and other governmental requirements are sufficient to allow Donee to

develop and conduct its intended use of the Property, including but not limited to obtaining approval from the City of Waconia to rezone the Property to Public District.

If any of the above contingencies has not been timely satisfied, then this Agreement may be terminated, at Donee's option, by written notice from Donee to Donor delivered on or before the Contingency Date (the "Donee's Termination Notice"). If Donee's Termination Notice is not timely delivered, all such contingencies shall be deemed satisfied and waived by Donee, and Donee shall be obligated to proceed to Closing on the Closing Date. Upon timely delivery of Donee's Termination Notice, neither party shall have any further rights or obligations under this Agreement. The contingencies set forth in this Section 2 are for the sole and exclusive benefit of the Donee, and the Donee shall have the unilateral right to waive any such contingency by written notice to Donor.

3. **Closing.** The Closing on the Donation Parcel contemplated by this Agreement (the "Closing") shall occur on or before **December 31, 2025** (the "Closing Date"). The Closing shall take place at the offices of Title Mark, Waconia ("Title Company"), or at such other place as may be agreed to between the parties.
4. **Donor's Closing Documents.** On the Closing Date, Donor shall execute, where appropriate, and/or deliver to Donee the following (collectively, "Donor's Closing Documents"):
 - a. **Deed.** Donor shall execute a warranty deed conveying its right, title and interest in fee title to the Donation Parcel to Donee, free and clear of all encumbrances, except the Permitted Encumbrances hereafter defined ("Deed"). The Donation shall not have any reversionary interest to Donor.
 - b. **Donor's Affidavit.** Donor shall execute a Seller's affidavit in a customary form acceptable to Donor, as may be reasonably required by Title Company to issue the title policy.
 - c. **Other Documents.** All other documents reasonably necessary to give effect to the transfer of the Donation Parcel to Donee in accordance with the terms hereof.
 - d. **Closing Statement.** A closing statement.
5. **Donee's Closing Documents.** On the Closing Date, Donee will execute and/or deliver to Donor the following (collectively, "Donee's Closing Documents"):
 - a. **Closing Statement.** A closing statement.
 - b. **Title Documents.** Such affidavits or other documents as may be reasonably required by Title Company in order to record the Deed and issue the Title Policy (at Donee's expense) required by this Agreement.

6. **Closing Costs and Prorations.** Donor and Donee agree to the following allocation of closing costs and prorations:

- a. **Title Insurance and Closing Fee.** Donor shall pay all costs of the Title Commitment, including search and examination fees, and the Donee shall pay the costs of the Title Policy premium, if such Title Policy premium is desired by Donee. Donor and Donee will each pay one-half of any reasonable and customary closing fee or charge imposed by any closing agent designated by Title Company.
- b. **Deed Tax.** Donee shall pay all state deed tax regarding the Deed to be delivered by Donor under this Agreement.
- c. **Real Estate Taxes and Special Assessments.** General real estate taxes and assessments payable in the year prior to the year in which Closing occurs and all prior years will be paid by Donor, including any delinquent taxes and assessments. Real estate taxes for the year in which closing occurs shall be prorated between the parties as of the Closing Date.
- d. **Recording Costs.** Donor will pay the cost of recording all documents necessary to place record title in the condition required by this Agreement. Donee will pay the cost of recording the Deed and all other documents.
- e. **Attorneys' Fees.** Each of the parties will pay its own attorneys' fees.

7. **Title Examination.** Title Examination will be conducted as follows:

- a. **Donor's Title Evidence.** Donee shall, within ten (10) days after the Effective Date, order a commitment ("Title Commitment") for an Owner's Policy of Title Insurance insuring title to the Donation Parcel, setting forth requirements for deletion of standard exceptions, issued by the Title Company, and deliver copies thereof to Donor and Donee as soon as reasonably practicable after receipt from the Title Company. The Title Commitment will commit Title Company to insure title to the Donation Parcel subject only to standard exceptions and the Permitted Encumbrances.
- b. **Survey.** Donee may obtain, at Donee's cost and discretion, a survey prepared by a registered land surveyor, properly licensed to practice in the State of Minnesota, and reasonably acceptable to Donee (the "Survey").
- c. **Donee's Objections.** On or prior to the Contingency Date, Donee may make written objections ("Objections") to the form and/or contents of the Title Commitment, and to any Survey of the Donation Parcel as Donee may elect to obtain at Donee's sole cost. If any Objections relate to any matters platted or designated on a Survey obtained by Donee, such Objections shall include a copy of the Survey. Donee's failure to make Objections within such time period will constitute waiver of Objections. The matters shown on such Survey or Title Commitment and not

objected to by Donee in writing within such time shall be “Permitted Encumbrances” hereunder. Donor will have ten (10) days after receipt of the Objections to elect to cure or take no action with respect to the Objections. If the Objections are not cured within such ten (10) day period, Donee will have the option to do either of the following through the delivery of written notice to that effect to Donor within fifteen (15) days after Donor’s receipt of the Objections:

- i. Terminate this Agreement; or
- ii. Waive the Objections and proceed to close, in which event the waived Objections shall become Permitted Encumbrances and Donor shall have no further obligation or liability with respect to such waived Objections, which shall be set forth as exceptions in the Deed.

8. Operating Prior to Closing. During the period from the Effective Date to the Closing Date, and except for the Permitted Encumbrances, Donor shall execute no contracts, leases or other agreements regarding the Donation Parcel that are not terminable on or before the Closing Date, without the written consent of Donee, which consent may be withheld by Donee at its sole discretion.

9. Donee Access. During the period between the Effective Date and the Contingency Date, Donor shall allow Donee, and Donee’s agents, access to the Donation Parcel without charge and at all reasonable times for the purpose of Donee’s investigation and testing the same. Donor shall provide to Donee, within ten (10) days after the Effective Date, a copy of all existing environmental site assessments relating to the Donation Parcel in Donor’s possession or control (the “Existing Environmental Reports”), if any, without representation or warranty as to the accuracy thereof. Donee shall pay all costs and expenses of such investigation and testing and, to the extent permitted by law, to the extent permitted by law, shall indemnify, defend and hold Donor and the Donation Parcel harmless from all costs, liens and liabilities relating to the Donee’s activities. Donee shall further repair and restore any damage to the Donation Parcel caused by or occurring during Donee’s testing and return the Donation Parcel to substantially the same condition as existed prior to such entry.

10. Representations and Warranties by Donor. Donor represents and warrants to Donee as follows:

- a. **Donor’s Authority.** The individuals executing this Agreement represent to Donee that they have the legal authority to execute this Agreement.
- b. **Environmental Laws.** To the best of Donor’s actual knowledge, and except as may be set forth in, and without any investigation other than, the Existing Environmental Reports, if any, no toxic or hazardous substances or wastes, pollutants or contaminants (including, without limitation, asbestos, urea formaldehyde, the group of organic compounds known as polychlorinated biphenyls, petroleum products including gasoline, fuel oil, crude oil and various constituents of such products, and

any hazardous substance as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (“CERCLA”), 42 U.S.C. § 9601-9657, as amended) have been generated, treated, stored, released or disposed of, or otherwise placed, deposited in or located on the Donation Parcel in violation of any environmental laws. To the best of Donor’s actual knowledge, and except as may be set forth in, and without any investigation other than, the Existing Environmental Reports, if any, there are no substances or conditions in or on the Donation Parcel that may support a claim or cause of action under Resource Conservation and Recovery Act (“RCRA”), CERCLA or any other federal, state or local environmental statutes, regulations, ordinances or other environmental regulatory requirements, including without limitation, the Minnesota Environmental Response and Liability Act, Minn. Stat. Ch. 115B (“MERLA”) and the Minnesota Petroleum Tank Release Cleanup Act, Minn. Stat. Ch. 115C.

- c. **Rights of Others to Purchase/Possess the Property.** Donor has not entered into any other contracts for the sale or conveyance of the Donation Parcel, nor has Donor granted any rights of first refusal or options to purchase or convey the Donation Parcel. No person or entity other than Donor is entitled to possession of the Donation Parcel. Donor represents that there are no tenants or third parties in possession of the Donation Parcel.
- d. **Violations.** Donor has not received any written notice of any violations of legal requirements (such as, but not limited to, zoning, building, fire, health, environmental or waste disposal requirements) with respect to the Donation Parcel that have not been entirely corrected.
- e. **Proceedings.** Donor has not received any notices and is not aware of any action, litigation, investigation, condemnation or proceeding of any kind pending or threatened against Donor or any portion of the Donation Parcel, including any notice of actual or threatened special assessments or reduction or curtailment of utility services.
- f. **FIRPTA.** Donor is not a “foreign person”, “foreign partnership”, “foreign trust” or “foreign estate” as those terms are defined in Section 1445 of the Internal Revenue Code.
- g. **Wells.** To the best of Donor’s actual knowledge, there are no wells located on the Donation Property.
- h. **Storage Tanks, Individual Sewage Treatment Systems.** To the best of Donor’s actual knowledge, no above ground or underground tanks, and no individual sewage treatment systems are located on or about the Donation Property.

Donor will indemnify and defend Donee, its successors and assigns, against, and will hold Donee, its successors and assigns, harmless from, any expenses or damages, including reasonable attorneys’ fees, that Donee incurs because of the breach of any of

the above representations and warranties, whether such breach is discovered before or after the Closing.

11. **Representations and Warranties by Donee.** Donee has the full right, power, and authority to enter into this Agreement. The persons signing this Agreement on behalf of Donee have been duly authorized to sign this Agreement and to bind the Donee.
12. **Damage; Condemnation.** If, prior to the Closing Date, the Donation Parcel is damaged or destroyed by fire or other casualty, or eminent domain proceedings are commenced against all or any part of the Donation Parcel, Donor shall promptly give notice to Donee of such fact and at Donee's option (to be exercised within fifteen (15) days after Donor's notice), this Agreement may be terminated, in which event neither party will have further obligations under this Agreement.
13. **Assignment.** Neither party may assign any right or delegate any duty hereunder without the prior written consent of the other.
14. **Notices.** Any notice required or permitted to be given by any party upon the other is given in accordance with this Agreement if it is directed to Donor by delivering it personally to Donor, or if it is directed to Donee by delivering it personally to Donee; or if mailed by United States registered or certified mail, return receipt requested, postage prepared; or if sent cost paid with a nationally recognized, reputable overnight courier, properly addressed as follows:

If to Donor: Paradise Partners LLC
Dave Philp
19400 Hwy 7
Excelsior, MN 55331

If to Donee: Independent School District No. 110
Brian Gersich, Superintendent
512 Industrial Blvd
Waconia, MN 55387

With a copy to: Zachary Cronen
Squires, Waldspurger & Mace, P.A.
333 South Seventh Street, Suite 2800
Minneapolis, MN 55402

Notices shall be deemed effective on the earlier of the date of receipt or the date of deposit as aforesaid; provided, however, that if notice is given by mail, that the time for response to any notice by the other party shall commence to run two (2) business days after the same is deposited in the United States Mail; and provided, however, that if notice is given by overnight courier, that the time for response to any notice by the other party shall commence to run one (1) business day after the same is deposited with the overnight courier. Any party may change its address for the provision of notice by giving written

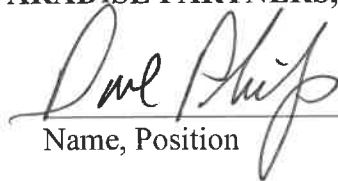
notice of such change to the other party, in any manner above specified, ten (10) days prior to the effective date of such change.

15. **Default.** If either party shall default in any of their respective obligations under this Agreement, the other party, by notice to such defaulting party specifying the nature of the default (“Default Notice”). If the defaulting party fails to cure such default in the manner required by this Agreement within thirty (30) days of its receipt of a Default Notice, then the non-defaulting party may, by written notice to the defaulting party, terminate this Agreement through the delivery of written notice to that effect to the defaulting party. Each of Donor and Donee agree that the right to terminate this Agreement shall be the sole remedy for a default of the other party, except for: (a) a default of Donor under Section 10, or (b) a default of Donee under Section 11, which in either case shall permit the non-defaulting party to pursue all rights and remedies available to the non-defaulting party under law or in equity.
16. **Relocation.** Donor acknowledges that Donor is voluntarily donating the Donation Parcel to Donee at Donor’s request, and therefore, Donor is not entitled to any compensation for relocation assistance and benefits, including benefits for loss of going concern. The provisions of this paragraph shall survive closing of the transaction contemplated by this Agreement. For purposes of this Agreement, “relocation assistance and benefits” shall have the meanings ascribed to them by the Uniform Relocation Assistance and Real Property Acquisition Policies Act, 42 U.S.C. Sections 4601-4655 (the federal URA) and the regulations implementing the federal URA, 49 C.F.R. Sections 24.1-24.603.
17. **Broker Commissions.** Donor and Donee warrant that there is no agreement in effect by them with any other broker, agent, or representative who shall be entitled to any commission in connection with this transaction. Each party agrees to indemnify, defend, and hold the other party harmless from the claims of any broker, real estate agent or similar party claiming through the indemnifying party.
18. **Miscellaneous.**
 - a. **Entire Agreement.** This Agreement embodies the entire agreement between the parties and cannot be varied, except by the written agreement of the parties. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties. All exhibits attached to, and recitals set forth above, are hereby incorporated into this Agreement by this reference.
 - b. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and together which shall constitute one and the same Agreement. Signatures on this Agreement transmitted electronically shall be deemed to be valid and binding to the same extent as original signatures.
 - c. **Headings.** The headings contained in this Agreement are for reference purposes only and do not in any way affect the meaning or interpretation hereof.

- d. **Dates.** Time is of the essence with respect to this Agreement.
- e. **Enforceability.** If any provision of this Agreement is adjudged to be invalid or unenforceable by a court of competent jurisdiction, this Agreement should be construed as if such invalid or unenforceable provision had not been inserted herein and should not affect the validity or enforceability of the remainder of this Agreement.
- f. **Controlling Law.** This Agreement has been made under the laws of the State of Minnesota, and such laws will control its interpretation.
- g. **Binding Effect.** This Agreement binds and benefits the parties and their successors and assigns.
- h. **Construction.** All of the parties to this Agreement have participated freely in the negotiations and preparation hereof. Accordingly, this Agreement should not be construed more strictly against any one of the parties.

EXECUTED as of the last of the dates indicated by the signatures below, which will be deemed to be the "Effective Date" hereof for all purposes.

DONOR: PARADISE PARTNERS, LLC

 PARADISE PARTNERS LLC
 Name, Position *owner*

 Name, Position

DONEE: INDEPENDENT SCHOOL DISTRICT NO. 110

 Kelly Amott, Board Chair

 Jesse Bergstrom, Board Clerk

Exhibit A

Legal Description

That part of the Northwest Quarter of the Northwest Quarter of Section 19, Township 116, Range 24, Carver County, Minnesota described as follows:

Beginning at a point on the south line of said Northwest Quarter of the Northwest Quarter of Section 19, said point being 652.67 feet East of the southwest corner of said Northwest Quarter of the Northwest Quarter as measured along the south line; thence westerly, along said south line, a distance of 652.67 feet to the southwest corner of said Northwest Quarter of the Northwest Quarter; thence North 00 degrees 05 minutes 03 seconds West, along the West line of said Northwest Quarter of the Northwest Quarter, to a point which is 506.00 feet south of the northwest corner of said Northwest Quarter of the Northwest Quarter; thence South 89 degrees 54 minutes 57 seconds East, to a point which bears North 14 degrees 57 minutes 59 seconds West from the point of beginning; thence South 14 degrees 57 minutes 59 seconds East, to the point of beginning.

5.E. Resolution Appointing Additional Election
Judges

Member _____ introduced the following resolution and moved its adoption, which motion was seconded by Member _____:

**RESOLUTION APPOINTING ADDITIONAL ELECTION JUDGES FOR THE
NOVEMBER 4, 2025 SCHOOL DISTRICT SPECIAL ELECTION**

BE IT RESOLVED by the School Board (the Board) of Independent School District No. 110 Waconia, Minnesota (the School District) as follows:

It is hereby found, determined and declared as follows:

1. Election judges for the School District’s November 4, 2025 special election (the Special Election) have been appointed pursuant to a resolution of this Board dated September 22, 2025.
2. Additional election judges will be required for the Special Election.
3. The following individuals, each of whom is qualified to serve as an election judge, are hereby appointed as additional election judges for the Special Election to act as such at the polling places listed below:

Polling Place Location	
Waconia Ice Arena Waconia, MN	Brenda Grams Nancy Ament
St. Bonifacius City Hall St. Bonifacius, MN	Brenda Grams Nancy Ament
New Germany City Hall New Germany, MN	Brenda Grams Nancy Ament

4. If it is determined that additional election judges will be required, the School District’s election administrator is hereby authorized to appoint such additional election judges pursuant to Minnesota Statutes, Section 204B.21, subdivision 2.

Upon vote being taken thereon, the following voted in favor thereof

and the following voted against the same:

whereupon the resolution was declared duly passed and adopted.

5.F. Receipts of Donation

6. **REPORTS**

6.A. Student Representative Report

Presenter: Sydney Sabol and Colette Newman

6.B. College and Career Readiness Report

Presenter: Erika Nesvig, Director of Education Services and Paul Sparby, Waconia High School Principal



College and Career Readiness

Oct 27, 2025

Presented by
Erika Nesvig and Paul Sparby

Other Student Survey Results

“Which of the following services or programming does Waconia High School need more of (check all that apply).”

High School

1. Career and College Readiness (467)
2. Coping Skills & Stress Management Support (234)
3. Substance Abuse Support (185)
4. Self-Esteem, Understanding & Acceptance of Self Support (182)
5. Social & Relationship Skills Support (159)
6. Bullying & Harassment Support (157)



College and Career

- **Advisory Lessons**
 - Students have advisory 20 times a year. College and Career opportunities covered depends on age level
 - Financial Aid Items and Scholarships
 - ACT Prep
 - Organizational and Study Skills
 - College Applications
 - Career Interests
- **Minnesota Career Information System (MCIS)**
 - Grades 9-12 (different levels of engagement)
 - Career, educational and labor market
 - Career Interest Inventory/Reality Check
 - Career → HS Courses → College Major → Colleges
 - Colleges and programs of study (majors)
 - ACT/SAT test prep



College and Career

- **Direct Admissions Program**
- **Career Fairs**
 - Career Fairs
 - Trades Fair – Ridgewater Career Fair
 - Career Fair – partner with Waconia Chamber of Commerce
- **Waconia Works Signing Day**
- **Youth Service Project**



Building College and Career Ready Graduates

- **Advanced Placement (AP) Courses**
- **College in the Schools**
- **Postsecondary Enrollment Options (PSEO)**
- **Southwest Metro Cooperative Courses at WHS**
- **Project Lead the Way**
- **New in 2025: Seal of Biliteracy**
- **Direct Admissions program**
- **LeadingAge Health Care Elective Credit**



Advanced Placement

Advanced Placement

- 2-D Art and Design
- Biology
- Calculus
- English Language and Composition
- English Literature and Composition
- Statistics
- US Government and Politics
- US History
- World History: Modern

	2021	2022	2023	2024	2025
Total AP Students	227	246	273	300	312
Number of Exams	379	381	399	440	454
AP Students with Passing Score (3 or higher)	177	196	199	264	283
% AP students with Passing Score (3 or higher)	78%	80%	73%	88%	91%



College in the Schools

College in the Schools

- Algebra
- Physics
- Spanish
- Writing
- Literature

	2022	2023	2024	2025
Total CIS Students	241	315	342	368
"C" or Above	236	302	326	351
% of Students with "C" or above	98%	96%	95%	95%



Career Exploration Opportunities

1. **Manufacturing Program:** Courses offered in Woods, Metal and Auto. Students have onsite visits to local manufacturers, dealerships, cabinetry, etc
2. **Science:** Visit to University of River Falls to learn about professions in science
3. **Health Industry:** Students can earn credit for working in health related organizations, like an assisted living facility. SW Metro courses on campus.
4. **Arts:** Connections to local photographers and artists.
5. **Work Experience Course:** Classroom seminar along with real work experience

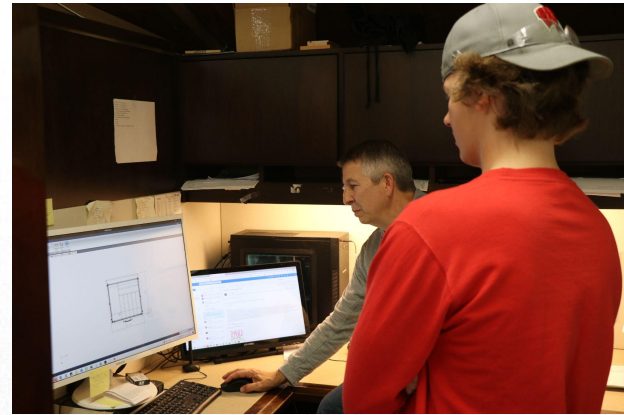
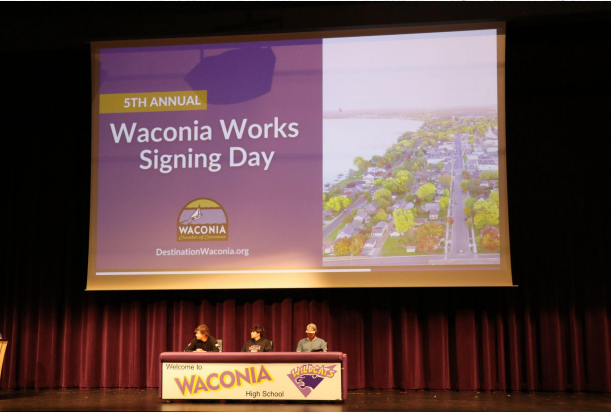


Career Exploration Clubs

- **Conservation Club:** Many career exploration opportunities connected to DNR, fish and wildlife, NGO (Non-government Organizations - Pheasants Forever, Red Cross)
- **DECA:** Careers in marketing, finance, hospitality and management
- **HOSA:** Health science careers and healthcare
- **Fashion:** Interior design, merchandising, advertising
- **Yearbook:** Photography
- **Robotics:** Engineering and Design careers
- **PawPrint:** High school paper - journalism
- **Speech:** Broadcasting and public speaking



Partnerships



Next Steps

- **School-wide Improvement Plan**
 - Focus on ACT Benchmarks in all content areas.
- **Continue to develop strong Career and Technical Education program**
 - November Career and Technical Education Conference
- **Survey to Students**
 - Question more focused on different parts of College and Career Readiness versus Social Emotional Health



6.C. Finance Report

Presenter: Pam
Carman, Director of
Finance & Operations

REVENUE & EXPENDITURE SUMMARY BY SOURCE, OBJECT SERIES & PROGRAM SERIES

WACONIA | September 30, 2025

REVENUE CATEGORIES	June 30, 2025*		FY26 Adopted Budget	Received YTD	Budget Remaining	September 30, 2025	September 30, 2024	September 30, 2023	September 30, 2024	September 30, 2023
	June 30, 2024	10-19-25				% of Budget Received	% of Actuals Received	% of Actuals Received		
STATE	43,525,335	43,706,014	43,738,854	6,563,759	37,175,095	15.01%	16.11%	14.30%	7,041,629	6,222,277
FEDERAL	1,255,094	894,894	838,048	162,957	675,091	19.44%	0.00%	6.31%	0	79,175
PROPERTY TAXES	10,257,811	10,260,902	9,967,872	459,014	9,508,858	4.60%	3.54%	3.23%	363,608	331,673
LOCAL SALES, INS RECOVERY & JUDGEMENTS	0	(1,705)	0	4,442	(4,442)	0.00%	-417.30%	0.00%	7,115	0
SALE OF BONDS & LOANS	0	0	0	0	0	0.00%	0.00%	0.00%	0	0
INCOMING TRANSFERS FROM OTH FUNDS	0	0	0	0	0	0.00%	0.00%	0.00%	0	0
LOCAL (FEES, INTEREST, ETC.)	1,702,471	2,040,410	1,604,813	182,687	1,422,126	11.38%	6.28%	4.02%	128,053	68,519
TOTALS	56,740,711	56,900,515	56,149,587	7,372,859	48,776,728	13.13%	13.25%	11.81%	7,540,405	6,701,644

EXPENDITURES (OBJECT SERIES)	June 30, 2025*		FY26 Adopted Budget	Expended YTD	Budget Remaining	September 30, 2025	September 30, 2024	September 30, 2023	September 30, 2024	September 30, 2023
	June 30, 2024	10-19-25				% of Budget Expended	% of Actuals Expended	% of Actuals Expended		
SALARIES & WAGES	27,539,445	28,524,124	30,827,060	3,561,435	27,265,625	11.55%	11.45%	11.97%	3,267,125	3,296,066
EMPLOYEE BENEFITS	10,431,339	11,378,624	11,777,614	1,522,704	10,254,910	12.93%	13.05%	12.59%	1,485,180	1,313,013
PURCHASED SERVICES	7,612,703	8,330,355	8,513,778	1,060,391	7,453,387	12.45%	14.48%	10.73%	1,206,386	816,992
SUPPLIES	1,724,992	1,865,015	1,980,575	640,990	1,339,585	32.36%	14.92%	16.06%	278,224	276,962
EQUIPMENT	904,658	1,293,468	1,462,300	612,848	849,452	41.91%	45.11%	41.31%	583,476	373,753
DEBT SERVICE	83,267	83,267	81,287	2,200	79,087	2.71%	100.00%	100.00%	83,267	83,267
OTHER EXPENDITURES	284,535	267,474	288,579	42,715	245,864	14.80%	14.56%	26.96%	38,931	76,717
OTHER FINANCING USES	179,732	0	63,000	0	63,000	0.00%	0.00%	0.00%	0	0
TOTALS	48,760,671	51,742,327	54,994,193	7,443,283	47,550,910	13.53%	13.42%	12.79%	6,942,589	6,236,770

EXPENDITURES (PROGRAM SERIES)	June 30, 2025*		FY26 Adopted Budget	Expended YTD	Budget Remaining	September 30, 2025	September 30, 2024	September 30, 2023	September 30, 2024	September 30, 2023
	June 30, 2024	10-19-25				% of Budget Expended	% of Actuals Expended	% of Actuals Expended		
SITE ADMINISTRATION	1,009,465	1,086,471	1,124,204	277,019	847,185	24.64%	24.41%	26.24%	265,240	264,912
DISTRICT ADMINISTRATION	479,268	478,707	507,637	117,949	389,688	23.23%	27.56%	26.91%	131,947	128,951
SUPPORT SERVICES	1,696,730	1,874,189	2,052,639	561,386	1,491,253	27.35%	26.25%	26.81%	491,913	454,959
REGULAR INSTRUCTION	19,683,539	21,337,334	21,695,083	2,356,632	19,338,451	10.86%	9.43%	10.01%	2,012,560	1,970,356
EXTRA-CURRICULAR ACTIVITIES	1,970,761	2,084,156	2,138,382	(208,238)	2,346,620	-9.74%	-10.82%	-12.05%	(225,543)	(237,486)
VOCATIONAL INSTRUCTION	536,073	634,703	574,343	37,589	536,754	6.54%	7.85%	7.78%	49,818	41,700
SPECIAL EDUCATION	10,567,638	10,991,956	12,473,658	1,252,932	11,220,726	10.04%	10.06%	10.75%	1,106,019	1,136,326
COMMUNITY SERVICES	8,848	14,322	8,848	0	8,848	0.00%	0.00%	0.00%	0	0
INSTRUCTIONAL SUPPORT	2,462,123	2,266,604	2,923,864	1,152,926	1,770,938	39.43%	36.23%	28.53%	821,119	702,562
PUPIL SUPPORT SERVICES	4,958,436	5,304,779	5,697,145	279,108	5,418,037	4.90%	5.81%	4.67%	308,452	231,726
FACILITIES	4,820,100	5,229,375	5,273,390	1,061,049	4,212,341	20.12%	24.51%	22.75%	1,281,841	1,096,388
OTHER FINANCING USES	567,689	439,732	525,000	557,753	(32,753)	106.24%	159.01%	78.63%	699,223	446,376
TOTALS	48,760,671	51,742,327	54,994,193	7,446,105	47,548,088	13.54%	13.42%	12.79%	6,942,589	6,236,770

REVENUE & EXPENDITURE SUMMARY BY SOURCE, OBJECT SERIES & PROGRAM SERIES

WACONIA | September 30, 2025

ACTIVITY - OTHER FUNDS				September 30, 2025			September 30, 2024			September 30, 2023	
	June 30, 2024	June 30, 2025* 10-19-25	FY26 Adopted Budget	Received YTD	Budget Remaining	% of Budget Received	% of Actuals Received	% of Actuals Received	September 30, 2024	September 30, 2023	
REVENUE											
FOOD SERVICE	3,388,847	3,319,655	3,449,636	0	3,449,636	0.00%	0.18%	0.16%	5,940	5,386	
COMMUNITY EDUCATION	4,221,222	4,246,729	4,171,711	352,296	3,819,415	8.44%	15.08%	30.91%	640,618	1,304,596	
CONSTRUCTION	6,158,103	9,596,627	75,000	22,625	52,375	30.17%	0.21%	0.00%	19,696	0	
DEBT SERVICE	9,557,211	21,753,496	9,737,900	472,077	9,265,823	4.85%	2.95%	8.25%	640,784	788,486	
TRUST	11,250	12,950	0	0	0	0.00%	0.00%	0.00%	0	0	
CUSTODIAL	0	0	0	0	0	0.00%	0.00%	0.00%	0	0	
INTERNAL SERVICE	550,381	418,183	485,000	33,428	451,572	6.89%	22.52%	19.07%	94,192	104,960	
OPEB REVOCABLE TRUST	0	0	0	0	0	0.00%	0.00%	0.00%	0	0	
OPEB IRREVOCABLE TRUST	152,627	439,769	135,000	7,711	127,289	5.71%	7.76%	-0.91%	34,112	(1,396)	
OPEB DEBT SERVICE	0	0	0	0	0	0.00%	0.00%	0.00%	0	0	
TOTALS	24,039,642	39,787,409	18,054,247	888,137	17,166,110	4.92%	3.61%	9.16%	1,435,342	2,202,032	

				July 31, 2025			July 31, 2024			July 31, 2023	
	June 30, 2024	June 30, 2025* 10-19-25	FY26 Adopted Budget	Expended YTD	Budget Remaining	% of Budget Expended	% of Actuals Expended	% of Actuals Expended	September 30, 2024	September 30, 2023	
EXPENDITURES											
FOOD SERVICE	3,472,583	3,138,794	3,828,301	43,911	3,784,390	1.15%	14.53%	11.74%	456,214	407,670	
COMMUNITY EDUCATION	3,902,578	4,136,746	3,889,861	223,969	3,665,892	5.76%	23.77%	21.86%	983,216	853,031	
CONSTRUCTION	2,061,110	5,142,806	9,384,517	(5,225)	9,389,742	-0.06%	7.53%	0.00%	387,237	0	
DEBT SERVICE	9,396,831	21,790,482	9,737,900	1,252,916	8,484,984	12.87%	7.43%	17.58%	1,618,926	1,652,391	
TRUST	4,500	10,250	0	0	0	0.00%	0.00%	0.00%	0	0	
CUSTODIAL	0	0	0	0	0	0.00%	0.00%	0.00%	0	0	
INTERNAL SERVICE	448,577	438,039	485,000	36,608	448,392	7.55%	27.88%	-4.37%	122,114	(19,613)	
OPEB REVOCABLE TRUST	0	0	0	0	0	0.00%	0.00%	0.00%	0	0	
OPEB IRREVOCABLE TRUST	346,417	361,101	135,000	0	135,000	0.00%	0.14%	0.13%	505	439	
OPEB DEBT SERVICE	0	0	0	0	0	0.00%	0.00%	0.00%	0	0	
TOTALS	19,632,596	35,018,218	27,460,579	1,552,178	25,908,401	5.65%	10.19%	14.74%	3,568,212	2,893,918	

SUMMARY - ALL FUNDS				July 31, 2025			July 31, 2024			July 31, 2023	
	June 30, 2024	June 30, 2025* 10-19-25	FY26 Adopted Budget	YTD	Budget Remaining	% of Budget Expended	% of Actuals Expended	% of Actuals Expended	September 30, 2024	September 30, 2023	
SUMMARY											
REVENUE	80,780,353	96,687,924	74,203,834	1,129,210	73,074,624	1.52%	9.28%	11.02%	8,975,747	8,903,677	
EXPENDITURES	68,393,267	86,760,546	82,454,772	2,628,428	79,826,344	3.19%	12.11%	13.35%	10,510,801	9,130,687	
SPENDING VARIANCE	12,387,086	9,927,379	(8,250,938)	(1,499,218)	N/A	N/A	N/A	N/A	(1,535,054)	(227,010)	

6.C.1. October 1 Enrollment Report



2025-26 Enrollment Update

October 27, 2025

Student Enrollment Terminology

- **October 1 Fall Seat Count:** The number of students physically enrolled and attending school as of October 1, used as a benchmark for state reporting.
- **End-of-Year Average Daily Membership (EOY ADM):** The total membership days for all students over the school year, divided by the number of instructional days. It reflects the average enrollment over time.
- **Adjusted Pupil Units (APUs):** Weighted ADM based on grade level, used for funding calculations. Elementary (Kindergarten-Grade 6) receive a 1.0 weighting and Secondary (Grades 7-12) receive a 1.2 weighting
- **School Year Mobility:** The movement of students in and out of a district during the school year, excluding summer transitions.
- **Summer Mobility:** Student movement (enrollment or withdrawal) that occurs between school years, typically during the summer months.



Student Enrollment Terminology

- **Migration:** The net gain or loss of students entering or leaving the district due to family relocations or other factors, often tied to open enrollment trends.
- **Resident Students:** Students who reside within the geographic boundaries of the district, regardless of whether they attend Waconia Public Schools..
- **Non-Resident Students/Open Enrollment IN:** Students from other districts enrolling in Waconia Public Schools.
- **Public/Charter Open Enrollment OUT:** Resident students enrolling in other public or charter schools.
- **Parochial/Non-Public & Homeschool Enrollment:** Students residing in the district but attending private, parochial, or homeschool programs.



2025-26 Preliminary Fall Seat Count Compared to Projection

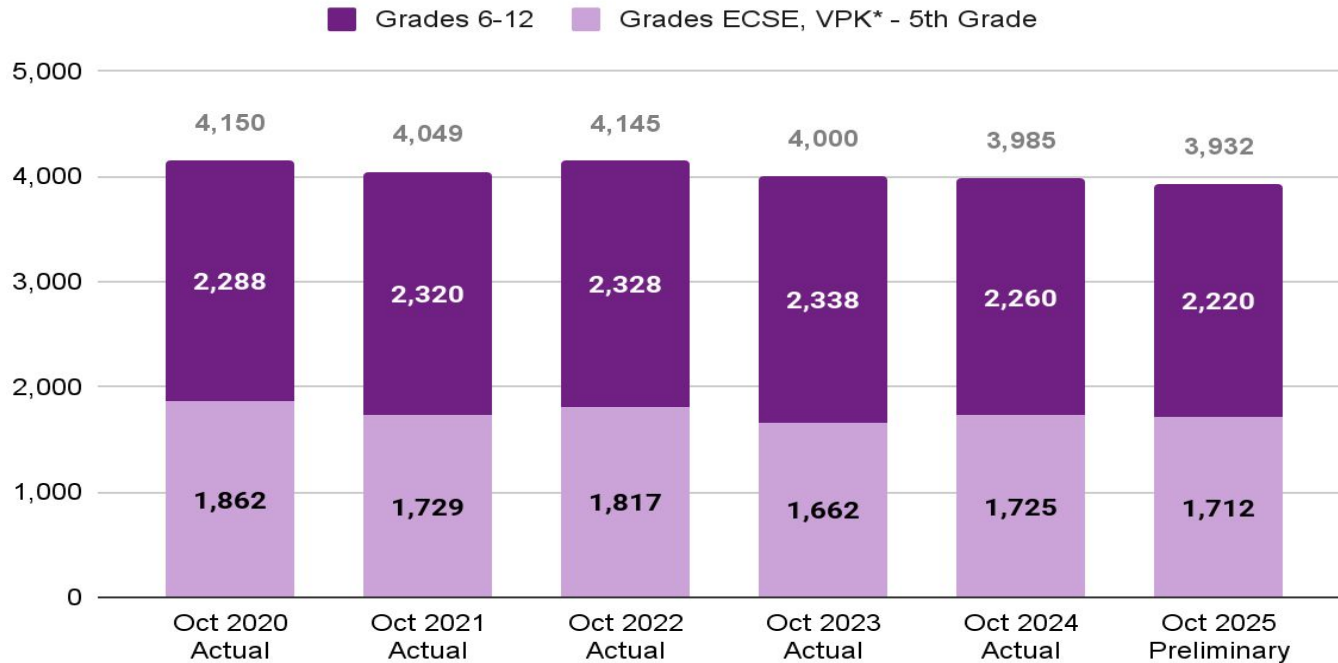
Grade	Enrollment Projection	Enrollment (10-1-25)	Difference Over/(Under)
ECSE	65	68	3
VPK	54	54	0
Kindergarten	210	234	24
Grade 1	246	250	4
Grade 2	271	269	-2
Grade 3	244	248	4
Grade 4	290	293	3
Grade 5	295	296	1
Grade 6	298	301	3
Grade 7	265	263	-2
Grade 8	316	313	-3
Grade 9	337	326	-11
Grade 10	355	354	-1
Grade 11	319	314	-5
Grade 12	349	349	0
Total	3,914	3,932	18

ECSE & VPK	119	122	3
Subtotal K-5	1,556	1,590	34
Subtotal 6-8	879	877	-2
Subtotal 9-12	1,360	1,343	-17
Total	3,914	3,932	18



October 1 Fall Seat Count

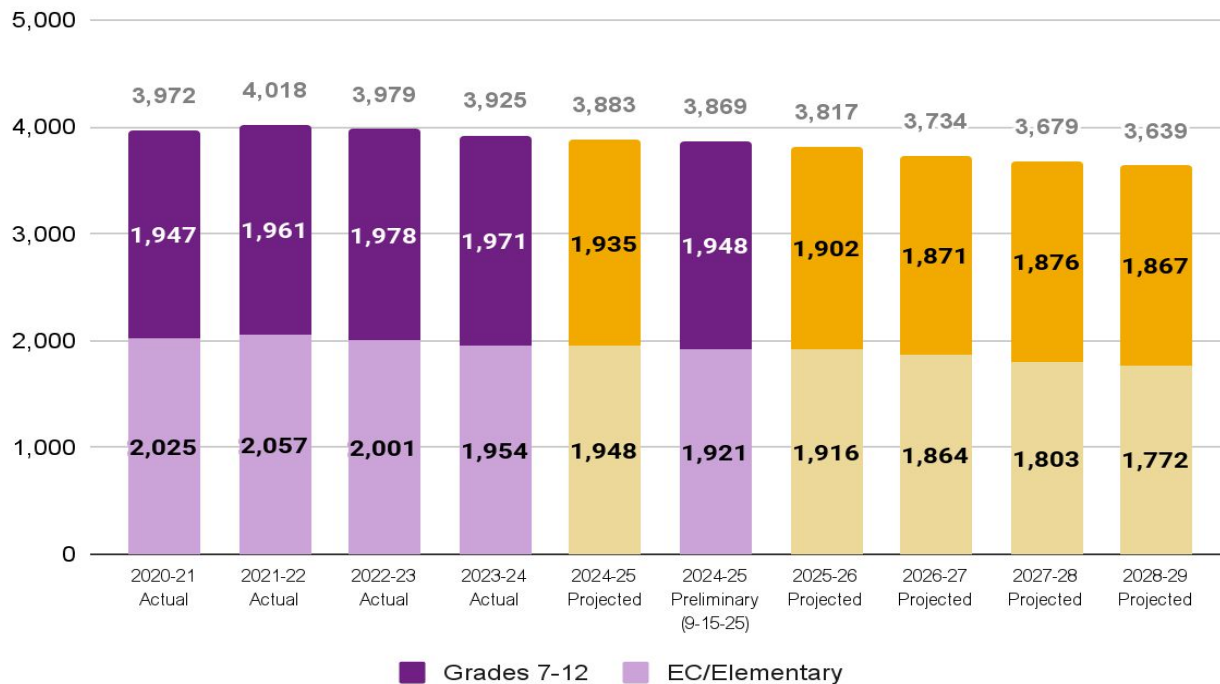
Actual Oct 2020 through Oct 2024 and Oct 2025 Preliminary



*2024-25 (October 2024) was the first year of VPK with 54 slots



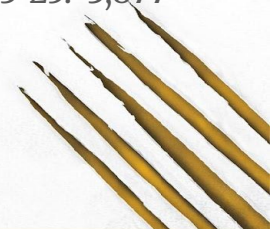
EOY ADM 2020-21 to 2023-24 Actual, 2024-25 Preliminary, and Projected 2025-26 through 2028-29



- Actual EC-Grade 6
- Actual Grades 7-12
- Projected EC-Grade 6
- Projected Grades 7-12

*Note: The 2025-26 EOY ADM through 2029-30 EOY ADM enrollment projections will be updated as part of the enrollment projection process, and included in the FY26 revised budget development, and the five-year financial forecast.

2024-25 10-13-25: 3,877



Budget Cycle Calendar

Qtr-Yr	Q3 - 2025			Q4 - 2025			Q1 - 2026			Q2 - 2026			Q3 - 2026			Q4 - 2026			
Month	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Audit		Audit 2024-25												Audit 2025-26					
Levy			Prem Levy*			Levy Cert**									Prem Levy*			Levy Cert**	
Enrollment				Enrollment														Enrollment	
Budget							2025-26 Revised Budget			2026-27 Adopted Budget								2026-27 Revised Budget	

*Preliminary Levy Certification: September of each year

** Final Levy Certification: December of each year along with Truth-in-Taxation Hearing



Enrollment Projection Process

- **Data Collection:** Gather historical enrollment data from district records and external sources (e.g., non-public, homeschool, and preschool enrollment trends).
- **Cohort Advancement:** Analyze year-to-year progression rates for each grade level to identify patterns.
- **Resident Capture Rates:** Evaluate the proportion of resident students attending district schools versus non-public or homeschool options.
- **Demographic and Birth Trends:** Incorporate birth rate data and community demographic changes to predict incoming Kindergarten enrollment.
- **Scenario Analysis:** Develop multiple scenarios (e.g., conservative, moderate, and optimistic projections) based on potential influences like local housing development and economic shifts.



Enrollment Projection Process

Open Enrollment Analysis

- **Outbound Trends:** Assess the number and percentage of district residents enrolling in other districts, charters, and non-public schools.
- **Inbound Trends:** Review data on students from other districts enrolling into Waconia Public Schools.
- **Net Impact:** Calculate the overall gain or loss of students due to open enrollment, highlighting trends over the past 5 years.
- **Annual Updates:** Adjusts projections annually based on updated data and observed enrollment changes.





Questions

7. **ACTION ITEMS**

7.A. Second Read Board Policy

7.A.1. 414 Mandated Reporting Child Neglect or
Physical or Sexual Abuse

Presenter: Jeni
Super, Director of
Human Resources

414 MANDATED REPORTING OF CHILD NEGLECT OR PHYSICAL OR SEXUAL ABUSE

[Note: This policy reflects the mandatory law regarding reporting of maltreatment of minors and is not discretionary in nature.]

I. PURPOSE

The purpose of this policy is to make clear the statutory requirements of school personnel to report suspected child neglect or physical or sexual abuse.

II. GENERAL STATEMENT OF POLICY

- A. The policy of the school district is to fully comply with Minnesota Statutes chapter 260E requiring school personnel to report suspected child neglect or physical or sexual abuse.
- B. A violation of this policy occurs when any school personnel fails to immediately report instances of child neglect or physical or sexual abuse when the school personnel knows or has reason to believe a child is being neglected or physically or sexually abused or has been neglected or physically or sexually abused within the preceding three years.

III. DEFINITIONS

- A. "Accidental" means a sudden, not reasonably foreseeable, and unexpected occurrence or event that:
 - 1. is not likely to occur and could not have been prevented by exercise of due care; and
 - 2. if occurring while a child is receiving services from a facility, happens when the facility and the employee or person providing services in the facility are in compliance with the laws and rules relevant to the occurrence of event.
- B. "Child" means one under age 18 and, for purposes of Minnesota Statutes chapter 260C (Juvenile Safety and Placement) and Minnesota Statutes chapter 260D (Child in Voluntary Foster Care for Treatment), includes an individual under age 21 who is in foster care pursuant to Minnesota Statutes chapter 260C.451 (Foster Care Benefits Past Age 18).
- C. "Immediately" means as soon as possible but in no event longer than 24 hours.
- D. "Mandated reporter" means any school personnel who knows or has reason to believe a child is being maltreated or has been maltreated within the preceding three years.
- E. "Mental injury" means an injury to the psychological capacity or emotional stability of a child as evidenced by an observable or substantial impairment in the child's ability to function within a normal range of performance and behavior with due regard to the child's culture.
- F. "Neglect" means the commission or omission of any of the acts specified below, other than by accidental means:
 - 1. failure by a person responsible for a child's care to supply a child with necessary food, clothing, shelter, health care, medical, or other care required for the child's physical or mental health when reasonably able to do so;

2. failure to protect a child from conditions or actions that seriously endanger the child's physical or mental health when reasonably able to do so, including a growth delay, which may be referred to as a failure to thrive, that has been diagnosed by a physician and is due to parental neglect;
3. failure to provide for necessary supervision or child care arrangements appropriate for a child after considering factors as the child's age, mental ability, physical condition, length of absence, or environment, when the child is unable to care for the child's own basic needs or safety, or the basic needs or safety of another child in his or her care;
4. failure to ensure that a child is educated in accordance with state law, which does not include a parent's refusal to provide his or her child with sympathomimetic medications;
5. prenatal exposure to a controlled substance as defined in state law used by the mother for a nonmedical purpose, as evidenced by withdrawal symptoms in the child at birth, results of a toxicology test performed on the mother at delivery or the child's birth, medical effects or developmental delays during the child's first year of life that medically indicate prenatal exposure to a controlled substance, or the presence of a fetal alcohol spectrum disorder;
6. medical neglect as defined by Minnesota Statutes section 260C.007, subdivision 6, Clause (5);
7. chronic and severe use of alcohol or a controlled substance by a person responsible for the care of the child that adversely affects the child's basic needs and safety; or
8. emotional harm from a pattern of behavior that contributes to impaired emotional functioning of the child, which may be demonstrated by a substantial and observable effect in the child's behavior, emotional response, or cognition that is not within the normal range for the child's age and stage of development, with due regard to the child's culture.

Neglect does not occur solely because the child's parent, guardian, or other person responsible for the child's care in good faith selects and depends upon spiritual means or prayer for treatment or care of disease or remedial care of the child in lieu of medical care.

- G. "Nonmaltreatment mistake" occurs when: (1) at the time of the incident, the individual was performing duties identified in the center's child care program plan required under Minnesota Rules Part 9503.0045; (2) the individual has not been determined responsible for a similar incident that resulted in a finding of maltreatment for at least seven years; (3) the individual has not been determined to have committed a similar nonmaltreatment mistake under this paragraph for at least four years; (4) any injury to a child resulting from the incident, if treated, is treated only with remedies that are available over the counter, whether ordered by a medical professional or not; and (5) except for the period when the incident occurred, the facility and the individual providing services were both in compliance with all licensing requirements relevant to the incident. This definition only applies to child care centers licensed under Minnesota Statutes chapter 9503.
- H. "Person responsible for the child's care" means (1) an individual functioning within the family unit and having responsibilities for the care of the child such as a parent,

guardian, or other person having similar care responsibilities, or (2) an individual functioning outside the family unit and having responsibilities for the care of the child such as a teacher, school administrator, other school employee or agent, or other lawful custodian of a child having either full-time or short-term care responsibilities including, but not limited to, day care, babysitting whether paid or unpaid, counseling, teaching, and coaching.

- I. "Physical abuse" means any physical injury, mental injury (under subdivision 13), or threatened injury (under subdivision 23), inflicted by a person responsible for the child's care on a child other than by accidental means; or any physical or mental injury that cannot reasonably be explained by the child's history of injuries, or any aversive or deprivation procedures, or regulated interventions, that have not been authorized by Minnesota Statutes section 125A.0942 or § 245.825.

Abuse does not include reasonable and moderate physical discipline of a child administered by a parent or legal guardian that does not result in an injury. Abuse does not include the use of reasonable force by a teacher, principal, or school employee as allowed by Minnesota Statutes section 121A.582.

Actions that are not reasonable and moderate include, but are not limited to, any of the following: (1) throwing, kicking, burning, biting, or cutting a child; (2) striking a child with a closed fist; (3) shaking a child under age three; (4) striking or other actions that result in any nonaccidental injury to a child under 18 months of age; (5) unreasonable interference with a child's breathing; (6) threatening a child with a weapon, as defined in Minnesota Statutes section 609.02, subdivision 6; (7) striking a child under age one on the face or head; (8) striking a child who is at least age one but under age four on the face or head, which results in an injury; (9) purposely giving a child poison, alcohol, or dangerous, harmful, or controlled substances that were not prescribed for the child by a practitioner, in order to control or punish the child, or other substances that substantially affect the child's behavior, motor coordination, or judgment, or that result in sickness or internal injury, or that subject the child to medical procedures that would be unnecessary if the child were not exposed to the substances; (10) unreasonable physical confinement or restraint not permitted under Minnesota Statutes section 609.379, including, but not limited to, tying, caging, or chaining; or (11) in a school facility or school zone, an act by a person responsible for the child's care that is a violation under Minnesota Statutes section 121A.58.

- J. "Report" means any communication received by the local welfare agency, police department, county sheriff, or agency responsible for child protection pursuant to this section that describes maltreatment of a child and contains sufficient content to identify the child and any person believed to be responsible for the maltreatment, if known.
- K. "School personnel" means professional employee or professional's delegate of the school district who provides health, educational, social, psychological, law enforcement, or child care services.
- L. "Sexual abuse" means the subjection of a child by a person responsible for the child's care, by a person who has a significant relationship to the child (as defined in Minnesota Statutes section 609.341, subdivision 15), or by a person in a current or recent position of authority (as defined in Minnesota Statutes section 609.341, subdivision 10) to any act which constitutes a violation of Minnesota statutes prohibiting criminal sexual conduct. Such acts include sexual penetration, sexual contact, solicitation of children to engage in sexual conduct, and communication of sexually explicit materials to children. Sexual abuse also includes any act involving a minor that constitutes a violation of Minnesota statutes prohibiting prostitution or use of a minor in a sexual

performance. Sexual abuse includes all reports of known or suspected child sex trafficking involving a child who is identified as a victim of sex trafficking. Sexual abuse includes threatened sexual abuse which includes the status of a parent or household member who has committed a violation that requires registration under Minnesota Statutes section 243.166, subdivision 1b(a) or (b) (Registration of Predatory Offenders).

- M. "Threatened injury" means a statement, overt act, condition, or status that represents a substantial risk of physical or sexual abuse or mental injury. Threatened injury includes, but is not limited to, exposing a child to a person responsible for the child's care who has (1) subjected the child to, or failed to protect a child from, an overt act or condition that constitutes egregious harm [under Minnesota Statutes, section 260E.03, subdivision 5, or a similar law of another jurisdiction](#); (2) been found to be palpably unfit [under Minnesota Statutes, section 260C.301, subdivision 1, paragraph \(b\), clause 3, or a similar law of another jurisdiction](#); (3) committed an act that resulted in an involuntary termination of parental rights [under Minnesota Statutes, section 260C.301, or a similar law of another jurisdiction](#); (4) , or committed an act that resulted in the involuntary transfer of permanent legal and physical custody of a child to a relative [or parent under Minnesota Statutes, section 260C.515, subdivision 4, or a similar law of another jurisdiction](#).

IV. REPORTING PROCEDURES

- A. A mandated reporter shall immediately report the information to the local welfare agency, agency responsible for assessing or investigating the report, police department, county sheriff, tribal social services agency, or tribal police department. The reporter will include his or her name and address in the report.
- B. An oral report shall be made immediately by telephone or otherwise., The oral report shall be followed by a written report within 72 hours (exclusive of weekends and holidays) to the appropriate police department, the county sheriff, local welfare agency, or agency responsible for assessing or investigating the report. Any report shall be of sufficient content to identify the child, any person believed to be responsible for the maltreatment of the child if the person is known, the nature and extent of the maltreatment, and the name and address of the reporter.
- C. Regardless of whether a report is made, as soon as practicable after a school receives information regarding an incident that may constitute maltreatment of a child in a school facility, the school shall inform the parent, legal guardian, or custodian of the child that an incident has occurred that may constitute maltreatment of the child, when the incident occurred, and the nature of the conduct that may constitute maltreatment.
- D. A mandated reporter who knows or has reason to know of the deprivation of custodial or parental rights or the kidnapping of a child shall report the information to the local police department or the county sheriff.
- E. With the exception of a health care professional or a social service professional who is providing the woman with prenatal care or other health care services, a mandated reporter shall immediately report to the local welfare agency if the person knows or has reason to believe that a woman is pregnant and has used a controlled substance for a nonmedical purpose during the pregnancy, including, but not limited to, tetrahydrocannabinol, or has consumed alcoholic beverages during the pregnancy in any way that is habitual or excessive.
- F. A person mandated by Minnesota law and this policy to report who fails to report may be subject to criminal penalties and/or discipline, up to and including termination of employment.

- G. An employer of a mandated reporter shall not retaliate against the person for reporting in good faith maltreatment against a child with respect to whom a report is made, because of the report.
- H. Any person who knowingly or recklessly makes a false report under the provisions of applicable Minnesota law or this policy shall be liable in a civil suit for any actual damages suffered by the person or persons so reported and for any punitive damages set by the court or jury, plus costs and reasonable attorney fees. Knowingly or recklessly making a false report also may result in discipline.

[Note: The Minnesota Department of Education (MDE) is responsible for assessing or investigating allegations of child maltreatment in schools. Although a report may be made to any of the agencies listed in Section IV. A., above, and there is no requirement to file more than one report, if the initial report is not made to MDE, it would be helpful to MDE if schools also report to MDE.]

V. INVESTIGATION

- A. The responsibility for assessing or investigating reports of suspected maltreatment rests with the appropriate state, county, or local agency or agencies. The agency responsible for assessing or investigating reports of maltreatment has the authority to interview the child, the person or persons responsible for the child's care, the alleged offender, and any other person with knowledge of the maltreatment for the purpose of gathering facts, assessing safety and risk to the child, and formulating a plan. The investigating agency may interview the child at school. The interview may take place outside the presence of the alleged offender or parent, legal guardian, or school official. The investigating agency, not the school, is responsible for either notifying or withholding notification of the interview to the parent, guardian, or person responsible for the child's care. School officials may not disclose to the parent, legal custodian, or guardian the contents of the notification or any other related information regarding the interview until notified in writing by the local welfare or law enforcement agency that the investigation or assessment has been concluded.
- B. When the investigating agency determines that an interview should take place on school property, written notification of intent to interview the child on school property must be received by school officials prior to the interview. The notification shall include the name of the child to be interviewed, the purpose of the interview, and a reference to the statutory authority to conduct an interview on school property.
- C. Except where the alleged offender is believed to be a school official or employee, the time and place, and manner of the interview on school premises shall be within the discretion of school officials, but the local welfare or law enforcement agency shall have the exclusive authority to determine who may attend the interview. The conditions as to time, place, and manner of the interview set by the school officials shall be reasonable, and the interview shall be conducted not more than 24 hours after the receipt of the notification unless another time is considered necessary by agreement between the school officials and the local welfare or law enforcement agency. Every effort must be made to reduce the disruption of the educational program of the child, other students, or school employees when an interview is conducted on school premises.
- D. Where the alleged offender is believed to be a school official or employee, the school district shall conduct its own investigation independent of MDE and, if involved, the local welfare or law enforcement agency.

- E. Upon request by MDE, the school district shall provide all requested data that are relevant to a report of maltreatment and are in the possession of a school facility, pursuant to an assessment or investigation of a maltreatment report of a student in school. The school district shall provide the requested data in accordance with the requirements of the Minnesota Government Data Practices Act, ~~Minn. Stat. Ch.~~ Minnesota Statutes chapter 13, and the Family Educational Rights and Privacy Act, 20 United States Code section 1232g.

VI. MAINTENANCE OF SCHOOL RECORDS CONCERNING ABUSE OR POTENTIAL ABUSE

- A. When a local welfare or local law enforcement agency determines that a potentially abused or abused child should be interviewed on school property, written notification of the agency's intent to interview on school property must be received by school officials prior to the interview. The notification shall include the name of the child to be interviewed, the purpose of the interview, and a reference to the statutory authority to conduct the interview. The notification shall be private data. School officials may not disclose to the parent, legal custodian, or guardian the contents of the notice or any other related information regarding the interview until notified in writing by the local welfare or law enforcement agency that the investigation has been concluded.
- B. All records regarding a report of maltreatment, including any notification of intent to interview which was received by the school as described above in Paragraph A., shall be destroyed by the school only when ordered by the agency conducting the investigation or by a court of competent jurisdiction.

VII. PHYSICAL OR SEXUAL ABUSE AS SEXUAL HARASSMENT OR VIOLENCE

Under certain circumstances, alleged physical or sexual abuse may also be sexual harassment or violence under Minnesota law. If so, the duties relating to the reporting and investigation of such harassment or violence may be applicable.

VIII. DISSEMINATION OF POLICY AND TRAINING

- A. This policy shall appear in school personnel handbooks.
- B. The school district will develop a method of discussing this policy with school personnel.
- C. This policy shall be reviewed at least annually for compliance with state law.

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 121A.58 (Corporal Punishment)
Minn. Stat. § 121A.582 (Student Discipline; Reasonable Force)
Minn. Stat. § 125A.0942 (Standards for Restrictive Procedures)
Minn. Stat. § 243.166, Subd. 1b(a)(b) (Registration of Predatory Offenders)
Minn. Stat. § 245.825 (Use of Aversive or Deprivation Procedures)
Minn. Stat. § 260C.007, Subd. 6, Clause (5) (Child in Need of Protection)
[Minn. Stat. § 260C.301 \(Termination of Parental Rights\)](#)
Minn. Stat. § 260C.451 (Foster Care Benefits Past Age 18)
Minn. Stat. Ch. 260D (Child in Voluntary Foster Care for Treatment)
Minn. Stat. Ch. 260E (Reporting of Maltreatment of Minors)
Minn. Stat. § 609.02, Subd. 6 (Definitions – Dangerous Weapon)
Minn. Stat. § 609.341, Subd. 10 (Definitions – Position of Authority)
Minn. Stat. § 609.341, Subd. 15 (Definitions – Significant Relationship)
Minn. Stat. § 609.379 (Reasonable Force)
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)

Cross References: MSBA/MASA Model Policy 415 (Mandated Reporting of Maltreatment of Vulnerable Adults)

Policy Adopted: May 11, 1998

Revised: August 9, 1999, July 18, 2005, June 2011, August 2014, May 2016, April 2017, Oct. 2017, December 2019, April 2021, June 2022, April 2023

Reviewed: May 2018

Independent School District No. 110

Waconia, MN

7.A.2. 416 Drug and Alcohol Testing

Presenter: Jeni
Super, Director of
Human Resources

416 DRUG, ALCOHOL, AND CANNABIS TESTING

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

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

prescribed for the employee, is prohibited on school district property (which includes school district vehicles), while operating school district vehicles or equipment, and at any school-sponsored program or event. Use of drugs that are not medically prescribed, including medical cannabis, whether or not it has been prescribed for the employee, is also prohibited throughout the school or work day, including lunch or other breaks, whether or not the employee is on or off school district property. Employees under the influence of drugs that are not medically prescribed are prohibited from entering or remaining on school district property.

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

III. FEDERALLY MANDATED DRUG AND ALCOHOL TESTING FOR SCHOOL

BUS DRIVERS

A. General Statement of Policy

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

B. Definitions

1. "Actual Knowledge" means actual knowledge by the school district that a driver has used alcohol or controlled substances based on: (a) direct observation of the employee's use (not observation of behavior sufficient to warrant reasonable suspicion testing); (b) information provided by a previous employer; (c) a traffic citation; or (d) an employee's admission, except when made in connection with a qualified employee self-admission program.
2. "Alcohol Screening Device" (ASD) means a breath or saliva device, other than an Evidential Breath Testing Device (EBT), that is approved by the National Highway Traffic Safety Administration and placed on its Conforming Products List for such devices.
3. "Breath Alcohol Technician" (BAT) means an individual who instructs and assists individuals in the alcohol testing process and who operates the EBT.
4. "Commercial Motor Vehicle" (CMV) includes a vehicle that is designed to transport 16 or more passengers, including the driver.
5. "Designated Employer Representative" (DER) means an employee authorized by the school district to take immediate action to remove employees from safety-sensitive duties, or cause employees to be removed from these covered duties, and to make required decisions in the testing and evaluation process. The DER receives test results and other communications for the school district.
6. "Department of Transportation" (DOT) means United States Department of Transportation.
7. "Direct Observation" means observation of alcohol or controlled substances use and does not include observation of employee behavior or physical characteristics sufficient to warrant reasonable suspicion testing.
8. "Driver" is any person who operates a CMV, including full-time, regularly employed drivers, casual, intermittent or occasional drivers, leased drivers, and independent owner-operator contractors.

9. “Evidential Breath Testing Device” (EBT) means a device approved by the National Highway Traffic Safety Administration for the evidentiary testing of breath for alcohol concentration and placed on its Conforming Products List for such devices.
10. “Licensed Medical Practitioner” means a person who is licensed, certified, and/or registered, in accordance with applicable Federal, State, local, or foreign laws and regulations, to prescribe controlled substances and other drugs.
11. “Medical Review Officer” (MRO) means a licensed physician responsible for receiving and reviewing laboratory results generated by the school district’s drug testing program and for evaluating medical explanations for certain drug tests.
12. “Refusal to Submit” (to an alcohol or controlled substances test) means that a driver: (a) fails to appear for any test within a reasonable time, as determined by the school district, consistent with applicable DOT regulations, after being directed to do so; (b) fails to remain at the testing site until the testing process is complete; (c) fails to provide a urine specimen or an adequate amount of saliva or breath for any DOT drug or alcohol test; (d) fails to permit the observation or monitoring of the driver’s provision of a specimen in the case of a directly observed or monitored collection in a drug test; (e) fails to provide a sufficient breath specimen or sufficient amount of urine when directed and a determination has been made that no adequate medical explanation for the failure exists; (f) fails or declines to take an additional test as directed by the school district or the collector; (g) fails to undergo a medical examination or evaluation, as directed by the MRO or the DER; (h) fails to cooperate with any part of the testing process (e.g., refuses to empty pockets when so directed by the collector, behaves in a confrontational way that disrupts the collection process, fails to wash hands after being directed to do so by the collector, fails to sign the certification on the forms); (i) fails to follow the observer’s instructions, in an observed collection, to raise the driver’s clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if the driver has any type of prosthetic or other device that could be used to interfere with the collection process; (j) possesses or wears a prosthetic or other device that could be used to interfere with the collection process; (k) admits to the collector or MRO that the driver adulterated or substituted the specimen; or (l) is reported by the MRO as having a verified adulterated or substituted test result. An applicant who fails to appear for a pre-employment test, who leaves the testing site before the pre-employment testing process commences, or who does not provide a urine specimen because the driver has left before it commences is not deemed to have refused to submit to testing.
13. “Safety-Sensitive Functions” are on-duty functions from the time the driver

begins work or is required to be in readiness to work until relieved from work and all responsibility for performing work, and include such functions as driving, loading and unloading vehicles, or supervising or assisting in the loading or unloading of vehicles, servicing, repairing, obtaining assistance to repair, or remaining in attendance during the repair of a disabled vehicle.

14. “Screening Test Technician” (STT) means anyone who instructs and assists individuals in the alcohol testing process and operates an ASD.
15. “Stand Down” means the practice of temporarily removing an employee from performing safety-sensitive functions based only upon a laboratory reports to the MRO of a confirmed positive, an adulterated, or a substituted test before the MRO completes the verification process.
16. “Substance Abuse Professional” (SAP) means a qualified person who evaluates employees who have violated a DOT drug and alcohol regulation and makes recommendations concerning education, treatment, follow-up testing, and aftercare.

C. Policy and Educational Materials

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

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

will maintain the original signed certificate and will provide a copy to the driver if the driver so requests.

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

D. Alcohol and Controlled Substances Testing Program Manager

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

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

E. Specific Prohibitions for Drivers

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

1. Alcohol Concentration. No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater. Drivers who test greater than 0.04 will be taken out of service and will be subject to evaluation by a professional and retesting at the driver's expense.
2. Alcohol Possession. No driver shall be on duty or operate a CMV while the driver possesses alcohol.
3. On-Duty Use. No driver shall use alcohol while performing safety-sensitive functions.
4. Pre-Duty Use. No driver shall perform safety-sensitive functions within four (4) hours after using alcohol.
5. Use Following an Accident. No driver required to take a post-accident test shall use alcohol for eight (8) hours following the accident, or until the

driver undergoes a post-accident alcohol test, whichever occurs first.

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

F. Other Alcohol-Related Conduct

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

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

G. Prescription Drugs/Cannabinoid Products

A driver shall inform the driver's supervisor if at any time the driver is using a controlled substance pursuant to a physician's prescription. The physician's instructions shall be presented to the school district upon request. Use of a

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

H. Testing Requirements

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

1. Pre-Employment Testing

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

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

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

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

within the preceding two (2) years.

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

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

2. Post-Accident Testing

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

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

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

3. Random Testing

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

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

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

- b. The school district shall test for alcohol at a minimum annual percentage rate of 10% of the average number of driver positions, and for controlled substances, including medical cannabis, at a minimum annual percentage of 50%.

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

4. Reasonable Suspicion Testing

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

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

- d. The supervisor or school district official who makes observations leading to a controlled substances reasonable suspicion test shall make and sign a written record of the observations within twenty-four (24) hours of the observed behavior or before the results of the drug test are released, whichever is earlier.

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

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

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

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

7. Refusal to Submit and Attendant Consequences

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

- a. A driver or driver applicant may refuse to submit to drug and alcohol testing.
- b. Refusal to submit to a required drug or alcohol test subjects the driver or driver applicant to the consequences specified in federal regulations as well as the civil and/or criminal penalty provisions of 49 United States Code section 521(b). In addition, a refusal to submit to testing establishes a presumption that the driver or driver applicant would test positive if a test were conducted and makes the driver or driver applicant subject to discipline or disqualification under this policy.

- c. A driver applicant who refuses to submit to testing shall be disqualified from further consideration for the conditionally offered position.
- d. An employee who refuses to submit to testing shall not be permitted to perform safety-sensitive functions and will be considered insubordinate and subject to disciplinary action, up to and including dismissal. If an employee is offered an opportunity to return to a DOT safety-sensitive duty, the employee will be evaluated by an SAP and must submit to a return-to-duty test prior to being considered for reassignment to safety-sensitive functions.
- e. Drivers or driver applicants who refuse to submit to required testing will be required to sign Attachment D to this policy.

I. Testing Procedures

1. Drug Testing

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

- a. Drug testing is conducted by analyzing a donor's urine specimen. Split urine samples will be collected in accordance with federal regulations. The donor will provide a urine sample at a designated collection site. The collection site personnel will then pour the sample into two sample bottles, labeled "primary" and "split," seal the specimen bottles, complete the chain of custody form, and prepare the specimen bottles for shipment to the testing laboratory for analysis. The specimen preparation shall be conducted in sight of the donor.
- b. If the donor is unable to provide the appropriate quantity of urine, the collection site person shall instruct the individual to drink up to forty (40) ounces of fluid distributed reasonably through a period of up to three (3) hours to attempt to provide a sample. If the individual is still unable to provide a complete sample, the test shall be discontinued and the school district notified. The DER shall refer the donor for a medical evaluation to determine if the donor's inability to provide a specimen is genuine or constitutes a refusal to test. For pre-employment testing, the school district may elect to not have a referral made, and revoke the employment offer.
- c. Drug test results are reported directly to the MRO by the testing laboratory. The MRO reports the results to the DER. If the results are negative, the school district is informed and no further action is

necessary. If the test result is confirmed positive, adulterated, substituted, or invalid, the MRO shall give the donor an opportunity to discuss the test result. The MRO will contact the donor directly, on a confidential basis, to determine whether the donor wishes to discuss the test result. The MRO shall notify each donor that the donor has seventy-two (72) hours from the time of notification in which to request a test of the split specimen at the donor's expense. No split specimen testing is done for an invalid result.

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

2. Alcohol Testing

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

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

J. Driver/Driver Applicant Rights

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

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

2. The school district will not discharge a driver who, for the first time,

receives a confirmed positive drug or alcohol test UNLESS:

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

K. Testing Laboratory

The testing laboratory for controlled substances will be a laboratory certified by the Department of Health and Human Services – SAMHSA to perform controlled substances testing pursuant to federal regulations.

L. Confidentiality of Test Results

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

M. Recordkeeping Requirements and Retention of Records

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

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

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

Basic records	5 years
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“Basic records” includes records of: (a) alcohol test results with concentration of 0.02 or greater; (b) verified positive drug test results; (c) refusals to submit to required tests (including substituted or adulterated drug test results); (d) SAP reports; (e) all follow-up tests and schedules for follow-up tests; (f) calibration documentation; (g) administration of the testing programs; and (h) each annual calendar year summary.

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

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

3. Personal Information

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

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

- h. Any employer's report of completion of follow-up testing.

N. Training

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

O. Consequences of Prohibited Conduct and Enforcement

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

- 2. Referral, Evaluation, and Treatment

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

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

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

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

- b. The school district will offer a driver an opportunity to return to a DOT safety-sensitive duty following an employee's first positive test result on a confirmatory test if no reasons independent of the first test result for discharge***

exist. Otherwise, the school district may choose, but is not required, to provide an SAP evaluation or any subsequent recommended education or treatment.]

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

3. Disciplinary Action

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

P. Other Testing

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

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

Q. Report to Clearinghouse

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

R. Annual Clearinghouse Query

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

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

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

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

A. Definitions

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

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

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

9. "Other Employees" means any persons, independent contractors, or persons working for an independent contractor who perform services for the charter school for compensation, either full time or part time, in whatever form, except for persons whose positions require a commercial driver's license, and includes both professional and nonprofessional personnel. Persons whose positions require a commercial driver's license are primarily governed by the provisions of the charter school's drug and alcohol testing policy relating to school bus drivers (Section III.). To the extent that the drug and alcohol testing of persons whose positions require a commercial driver's license is not mandated by federal law and regulations, such testing shall be governed by Section IV. of this policy and the drivers shall fall within this definition of "other employees."
10. "Positive Test Result" means a finding of the presence of drugs, alcohol, or their metabolites in the sample tested in levels at or above the threshold detection levels contained in the standards of one of the programs listed in Minnesota Statutes, section 181.953, subdivision 1.
11. "Random Selection Basis" means a mechanism for selection of employees that:
 - a. results in an equal probability that any employee from a group of employees subject to the selection mechanism will be selected; and
 - b. does not give the charter school discretion to waive the selection of any employee selected under the mechanism.

12. “Reasonable Suspicion” means a basis for forming a belief based on specific facts and rational inferences drawn from those facts.
13. “Safety-Sensitive Position” means a job, including any supervisory or management position, in which an impairment caused by drug, alcohol, or cannabis usage would threaten the health or safety of any person.

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

1. General Limitations

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

[NOTE: The 2024 Minnesota legislature amended this provision]

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

2. Cannabis Testing Exceptions

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

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

3. Job Applicant Testing

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

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

4. Oral fluid testing

- a. When drug and alcohol testing or cannabis testing is otherwise authorized under Minnesota Statutes, section 181.951, the school district may request an employee or job applicant to undergo oral fluid testing according to the procedures under Minnesota Statutes, section 181.953, subdivision 5a as an alternative to using the services of a testing laboratory under Minnesota Statutes, section 181.953, subdivision 1.
- b. The employee must be informed of the test result at the time of the oral fluid test. Within 48 hours of an oral fluid test that indicates a positive test result or that is inconclusive or invalid, the employee or job applicant may request drug or alcohol testing or cannabis testing at no cost to the employee or job applicant using the services of a testing laboratory under Minnesota Statutes, section 181.953, subdivision 1, and according to the existing laboratory testing standards in subdivisions 1 to 5. The rights, notice, and limitations_

in Minnesota Statutes, section 181.953, subdivision 6, paragraph (b), and subdivisions 7 to 8 and 10 to 11 apply to an employee or job applicant and a laboratory test conducted pursuant to this paragraph.

- c. If the laboratory test under paragraph (b) above indicates a positive result, any subsequent confirmatory retest, if requested by the employee or job applicant, must be conducted following the retest procedures provided in Minnesota Statutes, section 181.953, subdivision 6, paragraph (c), and subdivision 9 at the employee's or job applicant's own expense.
- d. Nothing in this subdivision is intended to modify the existing requirements for drug and alcohol testing or cannabis testing in the workplace under Minnesota Statutes, sections 181.950 to 181.957, unless stated otherwise.

[NOTE: The 2024 Minnesota legislature enacted this provision]

5. Random Testing

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

6. Reasonable Suspicion Testing

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

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

7. Treatment Program Testing

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

8. Routine Physical Examination Testing

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

C. No Legal Duty to Test

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

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

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

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

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

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

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

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

E. Reliability and Fairness Safeguards

1. Pretest Notice

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

2. Notice of Test Results

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

3. Notice of and Right to Test Result Report

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

4. Notice of and Right to Explain Positive Test Result

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

b. The school district may request that the employee or job applicant indicate any over-the-counter or prescription medication that the individual is currently taking or has recently taken and any other information relevant to the reliability of, or explanation for, a positive test result.

c. The employee may present verification of enrollment in the medical

cannabis patient registry or of enrollment in a Tribal medical cannabis program as part of the employee's explanation.

- d. Use of nonintoxicating cannabinoids or edible cannabinoid products is not a legitimate medical explanation for a confirmed positive test result for cannabis. MROs will verify a drug test confirmed as positive, even if an employee claims to have only used nonintoxicating cannabinoids or edible cannabinoid product.
- e. Within three (3) working days after notice of a positive test result on a confirmatory test, an employee or job applicant may submit information (in addition to any information already submitted) to the school district to explain that result.

5. Notice of and Right to Request Confirmatory Retests

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

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

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

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

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

medical cannabis registry program revealed to the school district, unless the employee was under an affirmative duty to provide the information before, upon, or after hire, or failing to do so would violate federal law or regulations or cause the school district to lose money or licensing-related benefit under federal law or regulations.

6. The school district may not discriminate against any employee in termination, discharge, or any term of condition of employment or otherwise penalize an employee based upon an employee registered patient's positive drug test for cannabis components or metabolites, unless the employee used, possessed, or was impaired by medical cannabis on school district property during the hours of employment.
7. An employee must be given access to information in the individual's personnel file relating to positive test result reports and other information acquired in the drug and alcohol testing process or cannabis testing process and conclusions drawn from and actions taken based on the reports or other acquired information.

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

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

H. Chain-of-Custody Procedures

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

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

I. Privacy, Confidentiality and Privilege Safeguards

1. Privacy Limitations

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

2. Confidentiality Limitations

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

3. Exceptions to Privacy and Confidentiality Disclosure Limitations

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

4. Privilege

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

J. Notice of Testing Policy to Affected Employees

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

V. **POSTING**

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

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

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

Policy adopted: June 8, 1998

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Independent School District No. 110
Waconia, MN 55387

7.A.3. 418 Drug Free Workplace Drug Free School

Presenter: Jeni
Super, Director of
Human Resources

418 DRUG-FREE WORKPLACE/DRUG-FREE SCHOOL

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

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. DEFINITIONS

- A. "Alcohol" includes any alcoholic beverage, malt beverage, fortified wine, or other intoxicating liquor.
- B. "Controlled substances" include narcotic drugs, hallucinogenic drugs, amphetamines, barbiturates, marijuana, anabolic steroids, or any other controlled substance as defined in Schedules I through V of the Controlled Substances Act, 21 United States Code, section 812, including analogues and look-alike drugs.
- C. "Edible cannabinoid product" means any product that is intended to be eaten or consumed as a beverage by humans, contains a cannabinoid in combination with food ingredients, and is not a drug.

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

IV. EXCEPTIONS

- A. A violation of this policy does not occur when a person brings onto a school location, for such person’s own use, a controlled substance, except medical cannabis, nonintoxicating cannabinoids, or edible cannabinoid products, which has a currently accepted medical use in treatment in the United States and the person has a physician’s prescription for the substance. The person shall comply with the relevant procedures of this policy.

- B. A violation of this policy does not occur when a person possesses an alcoholic beverage in a school location when the possession is within the exceptions of Minnesota Statutes, section 624.701, subdivision 1a (experiments in laboratories; pursuant to a temporary license to sell liquor issued under Minnesota laws or possession after the purchase from such a temporary license holder).
- C. A violation of this policy does not occur when a person uses or possesses a toxic substance unless they do so with the intent of inducing or intentionally aiding another in inducing intoxication, excitement, or stupefaction of the central nervous system, except under the direction and supervision of a medical doctor.
- D. The school district may not refuse to enroll or otherwise penalize a patient or person enrolled in the Minnesota Patient Registry Program or a Tribal medical cannabis program as a pupil solely because the patient or person is enrolled in the registry program or a Tribal medical cannabis program, unless failing to do so would violate federal law or regulations or cause the school to lose a monetary or licensing-related benefit under federal law or regulations.

An employer or a school must provide written notice to a patient at least 14 days before the employer or school takes an action against the patient that is prohibited under Minnesota Statutes, section 342.57, subdivision 3 or 5. The written notice must cite the specific federal law or regulation that the employer or school believes would be violated if the employer or school fails to take action. The notice must specify what monetary or licensing-related benefit under federal law or regulation that the employer or school would lose if the employer or school fails to take action.

A school or an employer must not retaliate against a patient for asserting the patient's rights or seeking remedies under Minnesota Statutes, section 342.57 or section 152.32.

[NOTE: The 202~~5~~⁴ Minnesota legislature amended this law. ~~to add this protection~~]

V. PROCEDURES

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

[Note: School districts are required by Minnesota Statutes, section 121A.22 to develop procedures for the administration of drugs and medicine. If the school district does not have a student medication policy such as MSBA/MASA Model Policy 516, this Paragraph A. can be modified to provide: "Students who have a prescription from a physician for medical treatment with a controlled substance, except medical cannabis, nonintoxicating cannabinoids, or edible cannabinoid products must provide a copy of the prescription and the

medication to the school nurse, principal, or other designated staff member. The school district's licensed school nurse, trained health clerk, principal, or teacher will administer the prescribed medication except medical cannabis, nonintoxicating cannabinoids, or edible cannabinoid products in accordance with school district procedures.”]

- B. Employees who have a prescription from a physician for medical treatment with a controlled substance, except medical cannabis, nonintoxicating cannabinoids, or edible cannabinoid products, are permitted to possess such controlled substance and associated necessary paraphernalia, such as an inhaler or syringe. The employee must inform their supervisor. The employee may be required to provide a copy of the prescription.
- C. Each employee shall be provided with written notice of this Drug-Free Workplace/Drug-Free School policy and shall be required to acknowledge that they have received the policy.

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

- D. Employees are subject to the school district's drug and alcohol testing policies and procedures.
- E. Members of the public are not permitted to possess controlled substances, nonintoxicating cannabinoids, or edible cannabinoid products in a school location except with the express permission of the superintendent.
- F. No person is permitted to possess or use medical cannabis, nonintoxicating cannabinoids, or edible cannabinoid products on a school bus or van; or on the grounds of any preschool or primary or secondary school; or on the grounds of any child care facility. This prohibition includes (1) vaporizing or combusting medical cannabis on any form of public transportation where the vapor or smoke could be inhaled by a minor child or in any public place, including indoor or outdoor areas used by or open to the general public or place of employment; and (2) operating, navigating, or being in actual physical control of any motor vehicle or working on transportation property, equipment or facilities while under the influence of medical cannabis, nonintoxicating cannabinoids, or edible cannabinoid products.
- G. Possession of alcohol on school grounds pursuant to the exceptions of Minnesota Statute, section 624.701, subdivision. 1a, shall be by permission of the school board only. The applicant shall apply for permission in writing and shall follow the school board procedures for placing an item on the agenda.

VI. SCHOOL PROGRAMS

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

VII. ENFORCEMENT

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

B. Employees

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

C. The Public

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

Legal References: Minn. Stat. § 120B.215 (Education on Cannabis Use and Substance Use)
Minn. Stat. § 121A.22 (Administration of Drugs and Medicine)
Minn. Stat. § 121A.40-§ 121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 151.72 (Sale of Certain Cannabinoid Products)
Minn. Stat. § 152.01, Subd. 15a (Definitions)
Minn. Stat. § 152.0264 (Cannabis Sale Crimes)
Minn. Stat. § 152.22 (Definitions; Medical Cannabis)
Minn. Stat. § 152.23 (Limitations; Medical Cannabis)
Minn. Stat. § 169A.31 (Alcohol-Related School Bus or Head Start Bus Driving)
Minn. Stat. § 340A.101 (Definitions; Alcoholic Beverage)

Minn. Stat. § 340A.403 (3.2 Percent Malt Liquor Licenses)
Minn. Stat. § 340A.404 (Intoxicating Liquor; On-Sale Licenses)
Minn. Stat. § 342.09 (Personal Adult Use of Cannabis)
Minn. Stat. § 342.56 (Limitations)
Minn. Stat. § 609.684 (Abuse of Toxic Substances)
Minn. Stat. § 624.701 (Alcohol in Certain Buildings or Grounds)
20 U.S.C. § 7101-7122 (Student Support and Academic Enrichment Grants)
21 U.S.C. § 812 (Schedules of Controlled Substances)

41 U.S.C. §§ 8101-8106 (Drug-Free Workplace Act)
21 C.F.R. §§ 1308.11-1308.15 (Controlled Substances)
34 C.F.R. Part 84 (Government-wide Requirements for Drug-Free Workplace)

Cross References: MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 416 (Drug and Alcohol Testing)
MSBA/MASA Model Policy 417 (Chemical Use and Abuse)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 516 (Student Medication)

Resources: To support the requirements for school districts and charter schools outlined in Minnesota Statute 2024, section 120B.215, subdivision 2, and in accordance with subdivision 1, MDE, in collaboration with MDH, the Minnesota Department of Human Services (DHS), and education experts, has created a List of Model Cannabis Education Programs for School District and Charter School Consideration.

Schools may choose to implement one of the listed programs or they may implement their own program(s) identified through a local curriculum adoption process by the 2026-27 school year. While it is not required for a school district or charter school to use one of the programs in the list, the list and rubric provided may be useful to school districts and charter schools in their own decision-making process.

Please visit MDE's Health Education webpage for more information.

Policy Adopted: April 8, 1991
Amended: December 9, 1996, June 8, 1998, February 11, 2002, May 12, 2008, February 2018
December 2019, September 2023, December 2024
Independent School Dist No. 110
Waconia, MN

7.A.4. 425 Staff Development and Mentoring

Presenter: Erika
Nesvig, Director of
Educational Services

425 STAFF DEVELOPMENT AND MENTORING

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

I. PURPOSE

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

II. ADVISORY STAFF DEVELOPMENT COMMITTEE AND SITE PROFESSIONAL DEVELOPMENT TEAMS

- A. The school board directs the superintendent or designee to establish an Advisory Staff Development Committee to develop a District Staff Development Plan, assist Site Professional Development Teams in developing a site plan consistent with the goals of the District Plan, and evaluate staff development efforts at the site level.
 - 1. The majority of the membership of the Advisory Staff Development Committee shall consist of teachers representing various grade levels, subject areas, and special education. The Committee also will include nonteaching staff, and administrators.
- B. The school board directs the superintendent or designee to approve the guidelines for member representation of the Site Professional Development Teams.
 - 1. Members of the Site Professional Development Teams will be established by building administration based on site and staff needs.
 - 2. The majority of the Site Professional Development Teams shall be teachers representing various grade levels, subject areas, and special education.

III. DUTIES OF THE ADVISORY STAFF DEVELOPMENT COMMITTEE

- A. The District Staff Development Plan must contain the following elements:
 - 1. Goals and desired outcomes that are aligned with the district's strategic plan;
[Note: The board-determined education outcomes for your district could be inserted here.]
 - 2. The means to achieve the goals and desired outcomes;
 - 3. The procedures for evaluating progress at each school site toward meeting educational outcomes consistent with relicensure requirements under Minnesota Statutes, section 122A.187;
 - 4. Ongoing staff development activities that contribute toward continuous improvement in achievement of the following goals:
 - a. Improve student achievement of state and local education standards in all areas of the curriculum, including areas of regular academic and applied and experiential learning, by using research-based best practices methods;
 - b. Effectively meet the needs of a diverse student population, including at-risk children, children with disabilities, English learners, and gifted children, within the regular classroom, applied and experiential learning settings, and other settings;

- c. Provide an inclusive curriculum for a racially, ethnically, linguistically, and culturally diverse student population that is consistent with state education diversity rule and the district's education diversity plan;
 - d. Improve staff collaboration and develop mentoring and peer coaching programs for teachers new to the school or district;
 - e. Effectively teach and model violence prevention policy and curriculum that address early intervention alternatives, issues of harassment, and teach nonviolent alternatives for conflict resolution;
 - f. Effectively deliver digital and blended learning and curriculum and engage students with technology; and
 - g. Provide teachers and other members of site-based management teams with appropriate management and financial management skills.
5. The Staff Development Plan also must:
- a. Support stable and productive professional communities achieved through ongoing and schoolwide progress and growth in teaching practice;
 - b. Emphasize coaching, professional learning communities, classroom action research, and other job-embedded models;
 - c. Maintain a strong subject matter focus premised on students' learning goals consistent with Minnesota Statutes, section 120B.125;
 - d. Ensure specialized preparation and learning about issues related to teaching English learners and students with special needs by focusing on long-term systemic efforts to improve educational services and opportunities and raise student achievement; and
 - e. Reinforce national and state standards of effective teaching practice.
6. Staff development activities must:
- a. Focus on the school classroom and research-based strategies that improve student learning;
 - b. Provide opportunities for teachers to practice and improve the teacher's instructional skills over time;
 - c. Provide opportunities for teachers to use student data as part of the teacher's daily work to increase student achievement;
 - d. Enhance teacher content knowledge and instructional skills, including to accommodate the delivery of digital and blended learning and curriculum and engage students with technology;
 - e. Align with state and local academic standards;
 - f. Provide opportunities to build professional relationships, foster collaboration among principals and staff who provide instruction, and provide opportunities for teacher-to-teacher mentoring;
 - g. Align with the plan, if any, of the district or site for an alternative teacher

professional pay system;

- h. Provide teachers of English learners, including English as a second language, and content teachers with differentiated instructional strategies critical for ensuring students long-term academic success, the means to effectively use assessment data on the academic literacy, oral academic language, and English language development of English learners, and skills to support native and English language development across the curriculum; and
 - i. Provide opportunities for staff to learn about current workforce trends, the connections between workforce trends and postsecondary education, and training options, including career and technical education options.
- 7. Staff development activities may include curriculum development and curriculum training programs and activities that provide teachers and other members of site-based teams training to enhance team performance.
 - 8. The school district may implement other staff development activities required by law and activities associated with professional teacher compensation models.

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

- B. The Advisory Staff Development Committee will assist Site Professional Development Teams in developing a site plan consistent with the goals and outcomes of the District Staff Development Plan.
- C. The Advisory Staff Development Committee will evaluate staff development efforts at the site level and will report to the school board annually^{1*} the extent to which staff at the site have met the outcomes of the Staff Development Plan.
- D. In addition to developing a Staff Development Plan, the Staff Development Advisory Committee also must develop teacher mentoring programs for teachers new to the profession or school district, including teaching residents, teachers of color, teachers who are American Indian, teachers in license shortage areas, teachers with special needs, or experienced teachers in need of peer coaching. Teacher mentoring programs must be included in or aligned with the school district's teacher evaluation and peer review processes under Minnesota Statutes sections 122A.40, subdivision 8 or 122A.41, subdivision 5.
- E. The Advisory Staff Development Committee shall assist the school district in preparing any reports required by the Minnesota Department of Education (MDE) relating to staff development or teacher mentoring including, but not limited to, the reports referenced in Section VII. below.

IV. DUTIES OF THE SITE PROFESSIONAL DEVELOPMENT TEAM

- A. Each Site Professional Development Team shall develop a site plan, consistent with the goals of the Staff Development Plan. The school board will review the site plans for

consistency with the Staff Development Plan annually.

- B. The Site Professional Development Team must demonstrate to the school board the extent to which staff at the site have met the outcomes of the Staff Development Plan. The actual reports to the school board can be made by the Advisory Staff Development Committee to avoid duplication of effort.
- C. If the school board determines that staff development outcomes are not being met, it may withhold a portion of the initial allocation of revenue referenced in Section V. below.

V. STAFF DEVELOPMENT FUNDING

- A. Unless the school district is in statutory operating debt or a majority of the school board and a majority of its licensed teachers annually vote to waive the requirement to reserve basic revenue for staff development, the school district will reserve an amount equal to at least two percent of its basic revenue for: (1) teacher development and evaluation under Minnesota Statutes section 122A.40, subdivision 8 or 122A.41, subdivision 5; (2) principal development and evaluation under section 123B.147, subdivision 3; (3) professional development under section 122A.60; (4) in-service education for programs under section 120B.22, subdivision 2; and (5) teacher mentorship under section 122A.70, subdivision 1. To the extent extra funds remain, staff development revenue may be used for development plans, including plans for challenging instructional activities and experiences under section 122A.60, and for curriculum development and programs, other in-service education, teacher's workshops, teacher conferences, the cost of substitute teachers for staff development purposes, preservice and in-service education for special education professionals and educational support professionals, and other related costs for staff development efforts. The school district also may use the revenue reserved for staff development for grants to the school district's teachers to pay for coursework and training leading to certification as either a college in the schools teacher or a concurrent enrollment teacher. To receive a grant, the teacher must be enrolled in a program that includes coursework and training focused on teaching a core subject.
- B. The school district may, in its discretion, expend an additional amount of unreserved revenue for staff development based on its needs.
- C. Release time provided for teachers to supervise students on field trips and school activities, or independent tasks not associated with enhancing the teacher's knowledge and instructional skills, such as preparing report cards, calculating grades, or organizing classroom materials, may not be counted as staff development time that is financed with staff development reserved revenue under Minnesota Statutes section 122A.61.
- D. The school district may use staff development revenue, special grant programs established by the legislature, or another funding source to pay a stipend to a mentor who may be a current or former teacher who has taught at least three (3) years and is not on an improvement plan. Other initiatives using such funds or funds available under Minnesota Statutes sections 124D.861, may include:
 - 1. additional stipends as incentives to mentors of color or who are American Indian;
 - 2. financial supports for professional learning community affinity groups across schools within and between districts for teachers from underrepresented racial and ethnic groups to come together throughout the school year;
 - 3. programs for induction aligned with the school district or school mentorship program during the first three (3) years of teaching, especially for teachers from underrepresented racial and ethnic groups; or

4. grants supporting licensed and nonlicensed educator participation in professional development, such as workshops and graduate courses, related to increasing student achievement for students of color and American Indian students in order to close opportunity and achievement gaps.

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

VI. PROCEDURE FOR USE OF STAFF DEVELOPMENT FUNDS

- A. On a yearly^{2*} basis, the Advisory Staff Development Committee, with the assistance of the Site Professional Development Teams, shall prepare a projected budget setting forth proposals for allocating staff development and mentoring funds reserved for each school site. Such budgets shall include, but not be limited to, projections as to the cost of building site training programs, costs of individual staff seminars, and cost of substitutes.
- B. Upon approval of the budget by the school board, the Advisory Committee shall be responsible for monitoring the use of such funds in accordance with the Staff Development Plan and budget. The requested use of staff development funds must meet or make progress toward the goals and objectives of the Staff Development Plan. All costs/expenditures will be reviewed by the school board and/or superintendent for consistency with the Staff Development Plan on an annual basis.
- C. Individual requests from staff for leave to attend staff development activities shall be submitted and reviewed according to school district policy, staff procedures, contractual agreement, and the effect on school district operations. Failure to timely submit such requests may be cause for denial of the request.

VII. EDUCATIONAL SUPPORT PROFESSIONALS, TITLE I AIDES, AND OTHER INSTRUCTIONAL SUPPORT STAFF

- A. The school district must provide a minimum of eight hours of paid orientation or professional development annually to all educational support professionals, Title I aides, and other instructional support staff. Six of the eight hours must be completed before the first instructional day of the school year or within 30 days of hire. The school district must consult the exclusive representative for employees receiving this training before creating or planning the training required under this section.
- B. The orientation or professional development must be relevant to the employee's occupation and may include collaboration time with classroom teachers and planning for the school year.
- C. For educational support professionals who provide direct support to students, at least 50 percent of the professional development or orientation must be dedicated to meeting the requirements of this section. Professional development for educational support professionals may also address the requirements of Minnesota Statutes, section 120B.363, subdivision 3.

D. A school administrator must provide an annual certification of compliance with this requirement to the MDE Commissioner.

~~E. For the 2024-2025 school year only, a school may reduce the hours of training required in paragraphs (b) to (e) to a minimum of six hours and must pay for educational support professional test materials and testing fees for any educational support professional employed by the school district during the 2023-2024 school year who has not successfully completed the educational support professional assessment or met the requirements of the educational support professional competency grid.~~

~~[NOTE: The 2024 Minnesota legislature added these provisions, Paragraph E is in effect for the 2024-2025 school year only]~~

VIII. REPORTING

A. The school district and site staff development committee shall prepare a report of the previous fiscal year's staff development activities and expenditures as part of the school district's comprehensive achievement and civic readiness report.

1. The report must include assessment and evaluation data indicating progress toward district and site staff development goals based on teaching and learning outcomes, including the percentage of teachers and other staff involved in instruction who participate in effective staff development activities.

2. The report will provide a breakdown of expenditures for:

a. Curriculum development and curriculum training programs;

b. Staff development training models, workshops, and conferences; and

c. The cost of releasing teachers or providing substitute teachers for staff development purposes.

The report also must indicate whether the expenditures were incurred at the district level or the school site level and whether the school site expenditures were made possible by the grants to school sites that demonstrate exemplary use of allocated staff development revenue. These expenditures must be reported using the uniform financial and accounting and reporting standards (UFARS).

3. The report will be signed by the superintendent and staff development chair.

B. To the extent the school district receives a grant for mentorship activities described in Section V.D., by June 30 of each year after receiving a grant, the site staff development committee must submit a report to the Professional Educator Licensing and Standards Board on program efforts that describes mentoring and induction activities and assesses the impact of these programs on teacher effectiveness and retention.

Legal References: Minn. Stat. § 120A.41 (Length of School Year; Days of Instruction)
Minn. Stat. § 120A.415 (Extended School Calendar)
Minn. Stat. § 120B.125 (Planning for Students' Successful Transition to Postsecondary Education and Employment; Personal Learning Plans)
Minn. Stat. § 120B.22, Subd. 2 (Violence Prevention Education)
Minn. Stat. § 121A.642 (Paraprofessional Training)
Minn. Stat. § 122A.187 (Expiration and Renewal)
Minn. Stat. § 122A.40, Subds. 7, 7a, and 8 (Employment; Contracts; Termination)
Minn. Stat. § 122A.41, Subds. 4, 4a, and 5 (Teacher Tenure Act; Cities of the

First Class; Definition)
Minn. Stat. § 122A.60 (Staff Development Program)
Minn. Stat. § 122A.60 (Teacher Mentorship and Retention of Effective Teachers)
Minn. Stat. § 122A.61 (Reserved Revenue for Staff Development)
Minn. Stat. § 123B.147, Subd. 3 (Principals)
Minn. Stat. § 124D.861 (Achievement and Integration for Minnesota)
Minn. Stat. § 124D.862 (Achievement and Integration Revenue)
Minn. Stat. § 126C.10, Subds. 2 and 2b (General Education Revenue)
Minn. Stat. § 126C.13, Subd. 5 (General Education Levy and Aid)

Cross References: None.

Policy Adopted: May 12, 2008

Revised: June 2011, August 2015, February 2020, March 2023, September 2023, January 2025

Independent School District No. 110

Waconia, MN

7.A.5. 602 Organization of School Calendar and
School Day

Presenter: Erika
Nesvig, Director of
Educational Services

602 ORGANIZATION OF SCHOOL CALENDAR AND SCHOOL DAY

I. PURPOSE

The purpose of this policy is to provide for a timely determination of the school calendar and school day.

II. GENERAL STATEMENT OF POLICY

The school calendar and schedule of the school day are important to parents, students, employees, and the general public for advance, effective planning of the school year.

III. CALENDAR RESPONSIBILITY

- A. The school calendar shall be adopted annually by the school board. It shall meet all provisions of Minnesota statutes pertaining to minimum number of school days and other provisions of law. The school calendar shall establish student days, workshop days for staff, provide for emergency closings and other information related to students, staff, and parents.

[Note: The annual school calendar must include at least 425 hours of instruction for a kindergarten student, 935 hours of instruction for a student in grades 1 through 6, and 1,020 hours of instruction for a student in grades 7 through 12, not including summer school. The school calendar for all-day kindergarten must include at least 850 hours of instruction for the school year. If a voluntary prekindergarten program is offered by the school district, a prekindergarten student must receive at least 350 hours of instruction for the school year. A school board's annual calendar must include at least 165 days of instruction for a student in grades 1 through 11 unless a four-day week schedule has been approved by the Commissioner of the Minnesota Department of Education under Minnesota Statutes, section 124D.126. A school board's annual school calendar may include plans for up to five days of instruction provided through online instruction due to inclement weather. The inclement weather plans must be developed according to Section V., below.]

[Note: To the extent the school board offers K-12 teachers the opportunity for more staff development training under Minnesota Statutes, section 122A.40, subdivisions 7 and 7a, or Minnesota Statutes, section 122A.41, subdivisions 4 and 4a, the school district shall adopt as its school calendar a total of 240 days of student instruction and staff development, of which the total number of staff development days equals the difference between the total number of days of student instruction and 240 days. The school board may schedule additional staff development days throughout the calendar year.]

- B. Except for learning programs during summer and flexible learning year programs, the school district will not commence an elementary or secondary school year before Labor Day, except as provided in Section III.B.1., III.B.2., or III.B.3.

Days devoted to teacher’s workshops may be held before Labor Day.

1. The school district may begin the school year on any day before Labor Day to accommodate a construction or remodeling project of \$400,000 or more affecting a school district school facility.
2. The school district may begin the school year on any day before Labor Day if the school district has agreement under Minn. Stat. § 123A.30, § 123A.32, or § 123A.35 with a school district that qualifies under Section III.B.1.
3. The school district may begin the school year on any day before Labor Day if the school district agrees to the same schedule with a school district in an adjoining state.

[NOTE: The 2025 Minnesota legislature enacted the following:

Notwithstanding Minnesota Statutes, section 120A.40, paragraph (a), or other law to the contrary, for the 2026-2027 and 2027-2028 school years only, a school board may vote to begin the school year on September 1 or later. Nothing in this section limits a district’s authority to begin the school year on any day before Labor Day under section 120A.40, paragraph (b).]

- C. Employee and advisory groups shall be provided an opportunity to participate in school calendar considerations through a meet and confer process.

[Note: The school board should still attempt to establish the calendar as early as possible so proper planning can take place by all members of the school community.]

IV. SCHOOL DAY RESPONSIBILITY

- A. The superintendent shall be responsible for developing a schedule for the student day, subject to review by the school board. All requirements and provisions of Minnesota Statutes and Minnesota Department of Education Rules shall be met.
- B. In developing the student day schedule, the superintendent shall consider such factors as school bus schedules, cooperative programs, differences in time requirements at various grade levels, effective utilization of facilities, cost effectiveness, and other concerns deserving of attention.
- C. Proposed changes in the school day shall be subject to review and approval by the school board.

V. E-LEARNING DAYS

- A. An “e-learning day” is a school day where a school offers full access to online instruction provided by students’ individual teachers due to inclement weather.

- B. A school district may designate up to five e-learning days in one school year.
- C. An e-learning day is counted as a day of instruction and included in the hours of instruction pursuant to Section III.A., above

- D. A school board may adopt an e-learning day plan after consulting with the exclusive representative of the teachers. The e-learning day plan developed by the school district will include accommodations for students without Internet access at home and for digital device access for families without the technology or with an insufficient amount of technology for the number of children in the household. The plan must also provide accessible options for students with disabilities.
- E. The school district must notify parents and students of its e-learning day plan at the beginning of each school year.
- F. When an e-learning day is declared by the school district, notice must be provided to parents and students at least two hours prior to the normal school start time that students will need to follow the e-learning day plan for that day.
- G. On an e-learning day, each student's teacher must be accessible both online and by telephone during normal school hours to assist students and parents.
- H. When the school district declares an e-learning day, it must continue to pay the full wages for scheduled work hours and benefits of all school employees for the duration of the e-learning period. During the e-learning period, school employees must be allowed to work from home to the extent practicable, be assigned to work in an alternative location, or be retained on an on-call basis for any potential need.

Legal References: Minn. Stat. § 10.55 (Juneteenth)
Minn. Stat. § 120A.40 (School Calendar)
Minn. Stat. § 120A.41 (Length of School Year; Days of Instruction)
Minn. Stat. § 120A.414 (E-Learning Days)
Minn. Stat. § 120A.415 (Extended School Calendar)
Minn. Stat. § 120A.42 (Holidays)
Minn. Stat. § 122A.40, Subds. 7 and 7a (Employment; Contracts; Termination)
Minn. Stat. § 122A.41, Subds. 4 and 4a (Teacher Tenure Act; Cities of the First Class; Definitions)
Minn. Stat. § 123A.30 (Agreements for Secondary Education)
Minn. Stat. § 123A.32 (Interdistrict Cooperation)
Minn. Stat. § 123A.35 (Cooperation and Combination)
Minn. Stat. § 124D.126 (Powers and Duties of Commissioner; Flexible Learning Year Programs)
Minn. Stat. § 124D.151 (Voluntary Prekindergarten Program)
Minn. Stat. § 124E.25 (Payment of Aids to Charter Schools)
Minn. Stat. § 127A.41, Subd. 7 (Distribution of School Aids; Appropriation)
Minn. Stat. § 645.44 (Words and Phrases Defined)

Cross References: MSBA/MASA Model Policy 425 (Staff Development)

Policy Adopted: January 2004

Revised: July 2012, July 2020, September 2023, October 2024

Independent School District No. 110
Waconia, MN

7.A.6. 620 Credit for Learning

Presenter: Erika
Nesvig, Director of
Educational Services

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 Statute 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. An eligible institution must not require a faith statement from a secondary student seeking to enroll in a postsecondary course under this section during the application process or base any part of the admission decision on a student’s race, creed, ethnicity, disability, gender, or sexual orientation or religious beliefs or affiliations.
- 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. Commensurate credits and grades awarded from another Minnesota public secondary school may be used to compute honor roll and/or class rank.

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.
 - 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.
 - €3. 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 nonfinal 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 Sections statute 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 post-secondary 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 the 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.

[NOTE: Because the 2024 Minnesota legislature amended the last two sentences,

MSBA decided to add this language to this model policy.]

- 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.

[NOTE: The 2024 Minnesota legislature enacted this provision]

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 (87), at the discretion of the enrolling 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.

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 (Post-Secondary Enrollment Options Act)
Minn. Stat. § 124D.094 (Online Instruction)
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 Instruction)

Policy adopted: Dec 2020, revised July 2023, revised October 2023, revised December 2023, revised July 2024
Independent School District No. 110
Waconia, MN

7.A.7. 621 Literacy and the Read Act

Presenter: Erika
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621 LITERACY AND THE READ ACT

[Note: By the 2026-2027 school year, the school district must provide evidence-based reading instruction through a focus on student mastery of the foundational reading skills of phonemic awareness, phonics, and fluency, as well as the development of oral language, vocabulary, and reading comprehension skills. Students must receive evidence-based instruction that is proven to effectively teach children to read, consistent with Minnesota Statutes, sections 120B.118 to 120B.124.]

[NOTE: The 2024 Minnesota legislature renumbered the Read Act statutes to 120B.118 and 120B.119.]

I. PURPOSE

This policy aligns with Minnesota law established in the Read Act and on other topics related to reading.

II. GENERAL STATEMENT OF POLICY

The school district recognizes the centrality of reading in a student's educational experience.

III. DEFINITIONS

- A. "Evidence-based" means the instruction or item described is based on reliable, trustworthy, and valid evidence and has demonstrated a record of success in increasing students' reading competency in the areas of phonological and phonemic awareness, phonics, vocabulary development, reading fluency, and reading comprehension. Evidence-based literacy instruction is explicit, systematic, and includes phonological and phonemic awareness, phonics and decoding, spelling, fluency, vocabulary, oral language, and comprehension that can be differentiated to meet the needs of individual students. Evidence-based instruction does not include the three-cueing system, as defined in subdivision 16.
- B. "Fluency" means the ability of students to read text accurately, automatically, and with proper expression.
- C. "Foundational reading skills" includes phonological and phonemic awareness, phonics and decoding, and fluency. Foundational reading skills appropriate to each grade level must be mastered in kindergarten, grade 1, grade 2, and grade 3. Struggling readers in grades 4 and above who do not demonstrate mastery of grade-level foundational reading skills must continue to receive explicit, systematic instruction to reach mastery.
- D. "Literacy specialist" means a person licensed by the Professional Educator Licensing and Standards Board as a teacher of reading, a special education teacher, or a kindergarten through grade 6 teacher, who has completed professional development approved by the Minnesota Department of Education (MDE) in structured literacy. A literacy specialist employed by the department under Minnesota Statutes, section 120B.123, subdivision 7, or by a district as a literacy lead, is not required to complete the approved training before August 30, 2025.
- E. "Literacy lead" means a literacy specialist with expertise in working with educators as adult

learners. A district literacy lead must support the district's implementation of the Read Act; provide support to school-based coaches; support the implementation of structured literacy, interventions, curriculum delivery, and teacher training; assist with the development of personal learning plans; and train paraprofessionals and other support staff to support classroom literacy instruction. A literacy lead may be employed by one district, jointly by two or more districts, or may provide services to districts through a partnership with the regional service cooperatives or another district.

- F. "Multi-tiered system of support" or "MTSS" means a systemic, continuous improvement framework for ensuring positive social, emotional, behavioral, developmental, and academic outcomes for every student. The MTSS framework provides access to layered tiers of culturally and linguistically responsive, evidence-based practices and relies on the understanding and belief that every student can learn and thrive. Through a MTSS at the core (Tier 1), supplemental (Tier 2), and intensive (Tier 3) levels, educators provide high quality, evidence-based instruction and intervention that is matched to a student's needs; progress is monitored to inform instruction and set goals and data is used for educational decision making.
- G. "Oral language," also called "spoken expressive language," or "receptive language," includes speaking and listening, and consists of five components: phonology, morphology, syntax, semantics, and pragmatics.
- H. "Phonemic awareness" means the ability to notice, think about, and manipulate individual sounds in spoken syllables and words.
- I. "Phonics instruction" means the explicit, systematic, and direct instruction of the relationships between letters and the sounds they represent and the application of this knowledge in reading and spelling.
- J. "Progress monitoring" means using data collected to inform whether interventions are working. Progress monitoring involves ongoing monitoring of progress that quantifies rates of improvement and informs instructional practice and the development of individualized programs using state-approved screening that is reliable and valid for the intended purpose.
- K. "Reading comprehension" means a function of word recognition skills and language comprehension skills. It is an active process that requires intentional thinking during which meaning is constructed through interactions between the text and reader. Comprehension skills are taught explicitly by demonstrating, explaining, modeling, and implementing specific cognitive strategies to help beginning readers derive meaning through intentional, problem-solving thinking processes.
- L. "Structured literacy" means an approach to reading instruction in which teachers carefully structure important literacy skills, concepts, and the sequence of instruction to facilitate children's literacy learning and progress. Structured literacy is characterized by the provision of systematic, explicit, sequential, and diagnostic instruction in phonemic awareness, phonics, fluency, vocabulary and oral language development, and reading comprehension. This approach is consistent with the principles identified in the science of reading and is designed to ensure all students develop strong foundational literacy skills.
- M. "Three-cueing system," also known as "meaning structure visual (MSV)," means a method

that teaches students to use meaning, structure and syntax, and visual cues when attempting to read an unknown word.

- N. "Vocabulary development" means the process of acquiring new words. A robust vocabulary improves all areas of communication, including listening, speaking, reading, and writing. Vocabulary growth is directly related to school achievement and is a strong predictor for reading success.

IV. READING SCREENER; PARENT NOTIFICATION AND INVOLVEMENT

- A. The school district must administer an approved ~~evidence-based~~ reading screener to students in kindergarten through grade 3 within the first six weeks of the school year, by February 15 each year, and again within the last six weeks of the school year. The screener must be one of the screening tools approved by the MDE.
- B. The school district must identify any screener it uses in the district's annual literacy plan, and submit screening data with the annual literacy plan by June 15.
- C. Schools, ~~at least biannually~~ after administering each screener, must follow the language access plan under Minnesota Statutes, section 123B.32 and give the parent of each student who is not reading at or above grade level ~~timely~~ information from the screener about:
 1. the student's reading proficiency as measured by a screener approved by MDE;
 2. reading-related services currently being provided to the student and the student's progress; and
 3. strategies for parents to use at home in helping their student succeed in becoming grade-level proficient in reading in English and in their native language.
- D. For students enrolled in dual language immersion programs, the school district must measure the student's reading proficiency in English or in the program's partner language, if available, according to Article V below. Following its language access plan under Minnesota Statutes, section 123B.32, the school district must notify families with timely information about students' reading proficiency, including how the student's reading proficiency is assessed, any reading-related services or supports provided to the student and the student's progress, and strategies for families to use at home in helping students succeed in becoming grade-level proficient in reading in English or the partner language. The dual language immersion program may provide information about national research on reading proficiency for students in dual language immersion programs in the parent notification.
- E. The school district may not use this section to deny a student's right to a special education evaluation.

V. IDENTIFICATION AND REPORT

- A. Students enrolled in kindergarten, grade 1, grade 2, and grade 3, including multilingual learners and students receiving special education services, and students enrolled in dual language immersion programs, must be universally screened for mastery of foundational reading skills, including phonemic awareness, phonics, decoding, fluency, oral language,

and for characteristics of dyslexia as measured by a screening tool approved by MDE. The screening for characteristics of dyslexia may be integrated with universal screening for mastery of foundational skills and ~~oral expressive or receptive~~ language ~~mastery~~. The screening tool used must be a valid and reliable universal screener that is highly correlated with foundational reading skills. For students reading at grade level, beginning in the winter of grade 2, the oral reading fluency screener may be used to assess reading difficulties, including characteristics of dyslexia, without requiring a separate screening of each subcomponent of foundational reading skills.

- B. The school district must submit data on student performance in kindergarten, grade 1, grade 2, and grade 3 on foundational reading skills, including phonemic awareness, phonics, decoding, fluency, and oral language to MDE in the annual local literacy plan submission due on June 15.
- C. For students enrolled in dual language immersion programs:
1. if students are screened in the partner language, they must be screened at the same interval as the screenings in English under paragraph A above;
 2. if the program provides instruction in foundational reading skills in English, the students receiving that instruction must be screened in English;
 3. if the program provides instruction in foundational reading skills in the partner language, the students receiving that instruction must be screened in the partner language;
 4. if no screener is available in the partner language, the school district must identify how students' reading proficiency is assessed and how the school district determines and provides targeted reading instruction in the partner language and supports to students identified as needing additional support in developing mastery of foundational reading skills; and
 5. the partner language screening tool must be approved by the school district for kindergarten through grade 3 students.
- D. Students in grades 4 and above, including multilingual learners and students receiving special education services, ~~who do not demonstrate mastery of foundational reading skills, including phonemic awareness, phonics, decoding, fluency, and oral language, are not reading at grade level~~ must be screened for reading difficulties, including characteristics of dyslexia, using a screening tool approved by MDE ~~for characteristics of dyslexia~~ and must continue to receive evidence-based instruction, interventions, and progress monitoring until the students achieve grade-level proficiency. A parent, in consultation with a teacher, may opt a student out of the literacy screener if the parent and teacher decide that continuing to screen would not be beneficial to the student. In such limited cases, the student must continue to receive progress monitoring and literacy interventions.
- DE. Reading screeners in English, and in the predominant languages of school district students where practicable, must identify and evaluate students' areas of academic need related to literacy. The school district also must monitor the progress and provide reading instruction appropriate to the specific needs of multilingual learners. The school district must use an approved, developmentally appropriate, and culturally responsive screener and annually

report summary screener results to the MDE Commissioner (“Commissioner”) by June 15 in the form and manner determined by the Commissioner.

EF. The school district must include in its local literacy plan a summary of the district's efforts to screen, identify, and provide interventions to students who demonstrate characteristics of dyslexia as measured by a screening tool approved by MDE. With respect to students screened or identified under paragraph (a), the report must include:

1. a summary of the school district's efforts to screen for characteristics of reading difficulties, including dyslexia;
2. the number of students universally screened for that reporting year;
3. the number of students demonstrating characteristics of dyslexia for that year; and
4. an explanation of how students identified under this subdivision are provided with alternate instruction and interventions under Minnesota Statutes, section 125A.56, subdivision 1.

VI. INTERVENTION

- A. For each student identified under the screening identification process, the school district shall provide aligned and targeted reading intervention to accelerate student growth and reach the goal of reading at or above grade level by the end of the current grade and school year.
- B. The school district must implement progress monitoring, as defined in Minnesota Statutes, section 120B.119, for a student not reading at grade level.
- C. The school district must use evidence-based curriculum and intervention materials at each grade level that are designed to ensure student mastery of phonemic awareness, phonics, vocabulary development, reading fluency, and reading comprehension. Starting July 1, 2023, if the school district purchases new literacy curriculum, or literacy intervention or supplementary materials, the curriculum or materials must be evidence-based as defined in Minnesota Statutes, section 120B.119.

[NOTE: Starting in the 2026-2027 school year, a school district must use only evidence-based literary interventions. The 2025 Minnesota legislature amended Minnesota Statutes, section 120B.12, subdivision 3, to delay the 2025-26 requirement for one school year.]

- D. If a student does not read at or above grade level by the end of the current school year, the school district must continue to provide aligned and targeted reading intervention as defined by the MTSS framework until the student reads at grade level. School district intervention methods shall encourage family engagement and, where possible, collaboration with appropriate school and community programs that specialize in evidence-based instructional practices and measure mastery of foundational reading skills, including phonemic awareness, phonics, decoding, fluency, and oral language.
- E. By the 2025-2026 school year, intervention programs must be taught by an intervention teacher or special education teacher who has successfully completed training in evidence-

based reading instruction approved by MDE. Intervention may include but is not limited to requiring student attendance in summer school, intensified reading instruction that may require that the student be removed from the regular classroom for part of the school day, extended-day programs, or programs that strengthen students' cultural connections.

- F. The school district must determine the format of the personal learning plan in collaboration with the student's educators and other appropriate professionals. The school must develop the learning plan in consultation with the student's parent or guardian. The personal learning plan must include targeted instruction that is evidence-based and ongoing progress monitoring, and address knowledge gaps and skill deficiencies through strategies such as specific exercises and practices during and outside of the regular school day, group interventions, periodic assessments or screeners, and reasonable timelines. The personal learning plan may include grade retention, if it is in the student's best interest; a student may not be retained solely due to delays in literacy or not demonstrating grade-level proficiency. A school must maintain and regularly update and modify the personal learning plan until the student reads at grade level. This paragraph does not apply to a student under an individualized education program.

VII. LOCAL LITERACY PLAN

- A. The school district must adopt a local literacy plan to have every child reading at or above grade level every year beginning in kindergarten and to support multilingual learners and students receiving special education services in achieving their individualized reading goals. The school district must update and submit the plan to the Commissioner by June 15 each year. The plan must be consistent with the Read Act, and include the following:
1. a process to assess students' foundational reading skills, oral language, and level of reading proficiency and the screeners used, by school site and grade level, under Minnesota Statutes, section 120B.123;
 2. a process to notify and involve parents;
 3. a description of how schools in the school district will determine the targeted reading instruction that is evidence-based and includes an intervention strategy for a student and the process for intensifying or modifying the reading strategy in order to obtain measurable reading progress;
 4. evidence-based intervention methods for students who are not reading at or above grade level and progress monitoring to provide information on the effectiveness of the intervention;
 5. identification of staff development needs, including a plan to meet those needs;
 6. the curricula used by school site and grade level and, if applicable, the district plan and timeline for adopting evidence-based curricula and materials starting in the 2025-2026 school year;
 7. a statement of whether the school district has adopted an MTSS framework;

8. student data using the measures of foundational literacy skills and mastery identified by MDE for the following students:
 - a. students in kindergarten through grade 3;
 - b. students who demonstrate characteristics of dyslexia; and
 - c. students in grades 4 to 12 who are identified as not reading at grade level;~~;~~~~and~~

9. the number of teachers and other staff that have completed training approved by the department.

~~10. the number of teachers and other staff proposed for training in structured literacy;~~

~~11. how the district used funding provided under the Read Act to implement the requirements of the ReadAct;~~

~~12. beginning as soon as practicable after the end of fiscal year 2026, how the district used literacy aid funding received under Minnesota Statutes, section 124D.98;~~

~~13. beginning on December 31, 2025, for a district with a dual language immersion program:~~

~~a. the program’s partner language;~~

~~b. grade levels included in the program;~~

~~c. the language used to screen students’ foundational reading skills;~~

~~d. the percentage of grade 3 students taking the Minnesota Comprehensive Assessments; and~~

~~e. the number of students in the program in grades 4 to 12 who are identified as not reading at grade level.~~

B. ~~Annually by June 15, the~~ school district must post its literacy plan on the official school district website and submit it to the Commissioner using the template developed by the Commissioner ~~beginning June 15, 2024.~~

~~C. The school district must use a streamlined template developed by the Commissioner for local literacy plans that meets the requirements of Minnesota Statutes, section 120B.12, subdivision 4a, and requires all reading instruction and teacher training in reading instruction to be evidence-based.~~

VIII. STAFF TRAINING

A. ~~Beginning July 1, 2024, a school district must provide access to the training required under Minnesota Statutes, section 120B.123, subdivision 5. The district must provide training from a menu of approved evidence-based training programs to the following teachers and~~

staff by July 1, 2026: ~~to:~~

1. reading intervention teachers working with students in kindergarten through grade 12;
2. all classroom teachers of students in kindergarten through grade 3 and children in prekindergarten programs;
3. kindergarten through grade 12 special education teachers responsible for foundational reading instruction;
4. curriculum directors;
5. instructional support staff, contractors, and volunteers who assist in providing reading interventions under the oversight and monitoring of a trained licensed teacher; who provide reading instruction; and
6. employees who select literacy instructional materials for a district; and
7. teachers holding English as a second language teaching licenses.

B. The school district must provide training from a menu of approved evidence-based training programs to the following teachers by July 1, 2027:

1. teachers who provide foundational reading instruction to students in grades 4 to 12;
2. teachers who provide instruction to students in a state-approved alternative program; and
3. teachers who provide instruction to students in dual language immersion programs.

~~all reading intervention teachers, literacy specialists, and other teachers and staff identified in Minnesota Statutes, section 120B.12, subdivision 1, paragraph (b), by July 1, 2025; and by July 1, 2027, to other teachers in the school district, prioritizing teachers who work with students with disabilities, English learners, and students who qualify for the graduation incentives program under Minnesota Statutes, section 124D.68.~~ The Commissioner may grant a school district an extension to these deadlines.

C. By August 30, 2025, the school district must employ or contract with a literacy lead, or be actively supporting a designated literacy specialist through the process of becoming a literacy lead. The school board may satisfy the requirements of this subdivision by contracting with another school board or cooperative unit under Minnesota Statutes, section 123A.24 for the services of a literacy lead by August 30, 2025. The school district literacy lead must collaborate with school district administrators and staff to support the school district's implementation of requirements under the Read Act.

D. Training provided by the following may satisfy the professional development requirements under this Article:

1. a certified trained facilitator; or

2. a training program that MDE has determined meets the professional development requirements under the Read Act.

IX. STAFF DEVELOPMENT

- A. The school district must provide training programs on evidence-based reading instruction to teachers and instructional staff in accordance with subdivision 1, paragraph (b). The training must include teaching in the areas of phonemic awareness, phonics, vocabulary development, reading fluency, reading comprehension, and culturally and linguistically responsive pedagogy.
- B. The school district shall use the data under Article V. above to identify the staff development needs so that:
 1. elementary teachers are able to implement explicit, systematic, evidence-based instruction in the five reading areas of phonemic awareness, phonics, fluency, vocabulary, and comprehension with emphasis on mastery of foundational reading skills as defined in Minnesota Statutes, section 120B.1118 and other literacy-related areas including writing until the student achieves grade-level reading and writing proficiency;
 2. elementary teachers have sufficient training to provide students with evidence-based reading and oral language instruction that meets students' developmental, linguistic, and literacy needs using the intervention methods or programs selected by the school district for the identified students;
 3. licensed teachers employed by the school district have regular opportunities to improve reading and writing instruction;
 4. licensed teachers recognize students' diverse needs in cross-cultural settings and are able to serve the oral language and linguistic needs of students who are multilingual learners by maximizing strengths in their native languages in order to cultivate students' English language development, including ~~oral~~ academic language development, and build academic literacy; and
 5. licensed teachers are well trained in culturally responsive pedagogy that enables students to master content, develop skills to access content, and build relationships.
- C. The school district must provide staff in early childhood programs sufficient training to provide children in early childhood programs with explicit, systematic instruction in phonological and phonemic awareness; oral language, including listening comprehension; vocabulary; and letter-sound correspondence.

X. LITERACY ~~INCENTIVE~~ AID USES

The school district must use its literacy ~~incentive~~-aid to ~~support implementation of evidence-based reading instruction meet the requirements and goals adopted in the school district's local literacy plan.~~ The following are eligible uses of literacy incentive aid:

- ~~1. training for kindergarten through grade 3 teachers, early childhood educators, special education teachers, reading intervention teachers working with students in kindergarten through grade 12, curriculum directors, and instructional support staff that provide reading instruction, on using evidence-based screening and progress monitoring tools;~~
- ~~2. evidence-based training using a training program approved by MDE;~~
- ~~3. employing or contracting with a literacy lead, as defined in Minnesota Statutes, section 120B.119;~~
- ~~4. materials, training, and ongoing coaching to ensure reading interventions under Minnesota Statutes, section 125A.56, subdivision 1, are evidence-based; and costs of substitute teachers to allow teachers to complete required training during the teachers' contract day.~~

[NOTE: The 2025 Minnesota legislature amended Minnesota Statutes, section 124D.98 to enact these changes.]

Legal References: Minn. Stat. § 120B.119 (Read Act Definitions)
Minn. Stat. § 120B.12 (Read Act Goal and Interventions)
Minn. Stat. § 120B.123 (Read Act Implementation)
Minn. Stat. § 123A.24 (Withdrawing from a Cooperative Unit; Appealing Denial of Membership)
Minn. Stat. § 124D.68 (Graduation Incentives Program)
Minn. Stat. § 124D.98 (Literacy Incentive Aid)
Minn. Stat. § 125A.56 (Alternate Instruction Required before Assessment Referral)

Cross References: None

Policy Adopted: October 2023/ revised June 2025
Independent School District 110
Waconia, MN

7.A.8. 624 Online Instruction

Presenter: Erika
Nesvig, Director of
Educational Services

624 ONLINE INSTRUCTION

[Note: In 2023, the Minnesota Legislature repealed the Online Learning Option Act (Minnesota Statutes, section 124D.095) and replaced it with the Online Instruction Act (Minnesota Statutes, section 124D.094). This policy fully replaces the old Model Policy 624].

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.05 subdivision 8, or chapter 124E.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, [a state-operated school](#), 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 section 504 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.

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

- 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)

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Independent School District 110
Waconia, MN 55387

8. **DISCUSSION ITEMS**

9. **BOARD COMMITTEE REPORTS**

9.A. Self-Governance & Superintendent Relations
Committee

9.B. Finance & Facilities Committee

9.C. Policy & Advocacy Committee

9.D. Schools Advocating for Fair Funding (SAFF)
Representative

9.E. Southwest Metro Intermediate District 288
Representative

9.F. MSHSL Representative

9.G. Special Education Advisory Council

9.H. Community Education Advisory Council
Representative

9.I. Teaching & Learning Advisory Council
Representative

9.J. City of Waconia Liaison

10. **ADJOURNMENT**