

**GOODHUE COUNTY EDUCATION DISTRICT BOARD AGENDA**

***Thursday, September 22, 2022 at 7:00 PM***

**River Bluff Education Center, Red Wing**

**395 Guernsey Ln**

**Red Wing, MN 55066**

**AGENDA**

- I. **Call to Order/Adoption of Agenda:**
- II. **Consent Agenda:**
  - A. Approval of August 25, 2022 Minutes

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**GOODHUE COUNTY EDUCATION DISTRICT**  
**BOARD MINUTES**  
Thursday, August 25, 2022 at 7:00 PM  
**Anderson Center at Tower View**  
**163 Tower View Dr.**  
**Red Wing, MN 55066**

**MEMBERS PRESENT: D. Balow, J. Wendt, J. Stehr, B. Brintnall, H. Tauer, C. Johnson**

**MEMBERS ABSENT: K. Anderson**

- I. Call to Order/Adoption of Agenda:** D. Balow called the meeting to order. J. Wendt motioned to adopt the agenda. J. Stehr seconded, motion carried.
- II. Consent Agenda:** J. Stehr motioned to approve the consent agenda. B. Brintnall seconded, motion carried.
  - A. Approval of July 28, 2022 Minutes
  - B. Approval of Claims: Jerry Stehr (please come in 15 minutes early)
  - C. Staff Updates:
    1. **Resignations:** *Karly Zyskowski, Speech Language Pathologist - RW pending hiring of replacement.*
    2. **New Hire:** *Wendie Christianson, ECFE Teacher-GDH; Dena Schull, Setting IV Paraprofessional - RBEC; Kaylee Hakseth, Setting IV Paraprofessional - RBEC; Shelly Garcia, Setting IV Paraprofessional - RBEC; Elizabeth Kittelson, Social Worker - TBMS.*
    3. **Transfers:**
    4. **Re-assignment:**
- III. Public Input:** The policy of the education district board is to encourage discussion by persons of subjects related to the management of the district at board meetings. The board shall, as a matter of policy, protect the legal rights to privacy and due process of employees and students. Persons who wish to have a subject discussed at a public board meeting must notify the executive director's office in advance of the board meeting. The person should provide his or her name, address, the name of the group represented (if any), and the subject to be covered or the issue to be addressed. The board retains the discretion to limit discussion of any agenda item to a reasonable period of time as determined by the board.
- IV. Reports and Communication:**
  - A. **Business Manager Report:** We have received \$12,906,235 or 79.06% of the revised budget. We have expended \$14,862,401 or 89.81% of the revised expense budget. There are many audit entries yet to be made, plus invoices between GCED and its members that need to be processed. We will continue to look at 2021-22 financials for the next few months as we approach our audit, which is scheduled for Oct 4-5, 2022.
  - B. **Safety & Emergency Action Plan:** H. Tauer and C. Johnson provided information on the Safety and Emergency Action Plan.
- V. Old Business:**
- VI. New Business:**
  - A. **2022-2023 GCED Student Handbook:** C. Johnson mentioned that previous to this school year, all programs had their own handbook. With 5RiversOnline joining, it was decided to make one handbook that applied for all programs. There are live links to documents once it's published on the website. J. Wendt motioned to approve the 2022-2023 GCED Student Handbook. J. Stehr seconded motion carried.
  - B. **Recording of GCED Board Meetings:** At the request of J. Stehr, the Board tabled the topic of recording board meetings until the next meeting. J. Stehr motioned to table until the September meeting. H. Tauer seconded, motion carried.
  - C. **Memorandum of Understanding between Red Wing Youth Outreach and GCED:** D. Balow motioned to approve the Memorandum of Understanding between Red Wing Youth Outreach and GCED. B. Brintnall seconded, motion carried.
- VII. Other:**
- VIII. Comments: Board/Director:** C. Johnson mentioned we have a great professional development day today. Many general education and special education staff and paraprofessionals attended. Dr. Ross Greene was the keynote speaker. All special education staff were trained on Goalbook. Peter Martin,

Attorney at Kennedy & Graven, came and met with special education staff and discussed legal updates.  
D. Balow asked if the district's preschool teachers are on a teacher contract. RW's aren't, CF does, Gdh - Steher is going to check, KW does.

J.

**IX. Next Meeting Date: Thursday, September 22, 2022 at 7:00 PM at the River Bluff Education Center in Red Wing.**

**X. Adjournment:** J. Wendt motioned to adjourn. H. Tauer seconded, motion carried.



## Goodhue County Ed District Payment Reg by Bank and Check

Bank	Batch	Pmt No	Check No	Pay Type	Grp Code	Rcd	Vendor	Tax Class	Print	Recon	Void	Pay/Void Date	Amount
MERC		37160		Wire	1	2216	KWIK TRIP EXTENDED NETWORK		No	Yes	No	08/24/2022	359.13
MERC		37161		Direct Pymt	1	09129	RED WING IND SCHOOL DIST 256		Yes	Yes	No	08/24/2022	131,060.90
MERC		37162		Direct Pymt	1	1483	LAKE CITY PUBLIC SCHOOLS		Yes	Yes	No	08/24/2022	65,482.00
MERC		37163		Direct Pymt	1	2719	LUHMAN, CINDY		Yes	Yes	No	08/24/2022	164.93
MERC		37164		Direct Pymt	1	2865	INTELLICENTS		Yes	Yes	No	08/24/2022	1,250.00
MERC		37165		Direct Pymt	1	3205	HU, HAIYUN		Yes	Yes	No	08/24/2022	22.25
MERC		37166		Direct Pymt	1	3415	AMAZON CAPITAL SERVICES		Yes	Yes	No	08/24/2022	577.22
MERC		37167		Direct Pymt	1	3421	ALBIN ACQUISITION CORP		Yes	Yes	No	08/24/2022	10.50
MERC		37168		Direct Pymt	1	3490	RASKIN CANDACE	Ind/Sole Proprietor	Yes	Yes	No	08/24/2022	25,600.00
MERC		37169		Direct Pymt	1	3522	CUSTOM ALARM		Yes	Yes	No	08/24/2022	399.00
MERC		37170		Direct Pymt	1	3587	ENOME, INC	C Corporation	Yes	Yes	No	08/24/2022	30,345.00
MERC		37173		Wire	1	04060	PERA-PUBLIC EMPLOYEES RETIREMT		No	No	No	08/30/2022	6,286.37
MERC		37174		Wire	1	04062	MN TEACHERS RETIREMENT ASSOC		No	No	No	08/30/2022	56,515.52
MERC		37175		Wire	1	2284	E. B. C., LLC /ACS		No	No	No	08/30/2022	16,068.23
MERC		37176		Wire	1	2392	US Dept of Treasury		No	No	No	08/30/2022	92,211.75
MERC		37177		Wire	1	2396	MN Dept of Revenue		No	No	No	08/30/2022	16,648.43
MERC		37178		Wire	1	2501	Merchants Bank		No	Yes	No	08/30/2022	1,630.95
MERC		37209		Wire	1	03977	SOUTHEAST SERVICE COOPERATIVE		No	No	No	09/08/2022	72,456.04
MERC		37210		Wire	1	1280	DELTA DENTAL PLAN OF MN		No	No	No	09/08/2022	6,413.89
MERC		37211		Wire	1	2216	KWIK TRIP EXTENDED NETWORK		No	No	No	09/08/2022	394.79
MERC		37212		Direct Pymt	1	09129	RED WING IND SCHOOL DIST 256		Yes	No	No	09/08/2022	900.00
MERC		37213		Direct Pymt	1	2440	LIBERTY'S RESTAURANT		Yes	No	No	09/08/2022	300.66
MERC		37214		Direct Pymt	1	3222	SPERGER, SARAH		Yes	No	No	09/08/2022	2,302.38
MERC		37215		Direct Pymt	1	3249	BUCHAL, AMY		Yes	No	No	09/08/2022	390.00
MERC		37216		Direct Pymt	1	3415	AMAZON CAPITAL SERVICES		Yes	No	No	09/08/2022	519.94
MERC		37217		Direct Pymt	1	3565	AMPION PBC		Yes	No	No	09/08/2022	6,114.29
MERC		37218		Direct Pymt	1	3592	PELLETIER, CORI		Yes	No	No	09/08/2022	461.00
MERC		37219		Direct Pymt	1	3593	ROSCHEN, CARIANNE		Yes	No	No	09/08/2022	306.25
MERC		37224		Wire	1	04060	PERA-PUBLIC EMPLOYEES RETIREMT		No	No	No	09/15/2022	8,127.72
MERC		37225		Wire	1	04062	MN TEACHERS RETIREMENT ASSOC		No	No	No	09/15/2022	53,306.17
MERC		37226		Wire	1	2284	E. B. C., LLC /ACS		No	No	No	09/15/2022	17,148.44
MERC		37227		Wire	1	2392	US Dept of Treasury		No	No	No	09/15/2022	88,989.24
MERC		37228		Wire	1	2396	MN Dept of Revenue		No	No	No	09/15/2022	16,132.63
MERC		37229		Wire	1	2501	Merchants Bank		No	No	No	09/15/2022	1,710.95
MERC		37135	20357	Check	1	00510	ARNOLD'S SUPPLY & KLEENIT CO		Yes	Yes	No	08/24/2022	326.00
MERC		37159	20358	Check	1	3591	BLUE, JEFFREY	Ind/Sole Proprietor	Yes	Yes	No	08/24/2022	24,000.00
MERC		37153	20359	Check	1	3155	BREDEMUS HARDWARE COMPANY, INI		Yes	Yes	No	08/24/2022	325.00
MERC		37136	20360	Check	1	01903	CANNON FALLS ISD #252		Yes	Yes	No	08/24/2022	55,251.00
MERC		37150	20361	Check	1	2959	CONTINENTAL PRESS		Yes	Yes	No	08/24/2022	480.48

## Goodhue County Ed District Payment Reg by Bank and Check

Bank	Batch	Pmt No	Check No	Pay Type	Grp Code	Rcd	Vendor	Tax Class	Print	Recon	Void	Pay/Void Date	Amount
MERC		37144	20362	Check	1	2284	E. B. C., LLC /ACS		Yes	Yes	No	08/24/2022	123.35
MERC		37149	20363	Check	1	2871	EMC Insurance Companies		Yes	Yes	No	08/24/2022	10,316.65
MERC		37147	20364	Check	1	2664	GOODHUE COUNTY HEALTH & HUMAN		Yes	No	No	08/24/2022	70,000.00
MERC		37146	20365	Check	1	2358	HASSEMER, KELLY		Yes	No	No	08/24/2022	177.55
MERC		37140	20366	Check	1	09162	HILLYARD FLOOR CARE SUPPLY		Yes	Yes	No	08/24/2022	4,478.21
MERC		37142	20367	Check	1	2174	INNOVATIVE OFFICE SOLUTIONS		Yes	No	No	08/24/2022	190.36
MERC		37134	20368	Check	1	00367	KENYON-WANAMINGO PUBLIC SCHOC		Yes	No	No	08/24/2022	11,311.00
MERC		37156	20369	Check	1	3489	KRULL, MELISSA Ph.D.	Ind/Sole Proprietor	Yes	Yes	No	08/24/2022	19,200.00
MERC		37139	20370	Check	1	05403	MASE		Yes	No	No	08/24/2022	1,000.00
MERC		37137	20371	Check	1	02672	METRO SALES, INC.		Yes	No	No	08/24/2022	1,999.00
MERC		37132	20372	Check	1	00131	MIN DEPT OF LABOR & INDUSTRY		Yes	Yes	No	08/24/2022	40.00
MERC		37151	20373	Check	1	3003	RED WING IGNITE	Other	Yes	Yes	No	08/24/2022	7,000.00
MERC		37155	20374	Check	1	3207	SHERWIN-WILLIAMS CO.		Yes	No	No	08/24/2022	55.64
MERC		37154	20375	Check	1	3174	SHIFFLER		Yes	Yes	No	08/24/2022	83.28
MERC		37148	20376	Check	1	2758	SOCIAL THINKING		Yes	Yes	No	08/24/2022	315.30
MERC		37143	20377	Check	1	2234	SOUTHWESTWST CENTRL SERV.COC		Yes	Yes	No	08/24/2022	24,012.51
MERC		37145	20378	Check	1	2301	TEACHER CREATED MATERIALS		Yes	Yes	No	08/24/2022	1,759.98
MERC		37141	20379	Check	1	1855	TOM PARKER ELECTRIC	S Corporation	Yes	No	No	08/24/2022	818.08
MERC		37152	20380	Check	1	3011	U.S. BANK EQUIPMENT FINANCE		Yes	Yes	No	08/24/2022	290.00
MERC		37158	20381	Check	1	3590	WORKFORCE DEVELOPMENT, INC		Yes	Yes	No	08/24/2022	7,000.00
MERC		37157	20382	Check	1	3513	YOU SCIENCE, LLC	LLC - Partnership	Yes	No	No	08/24/2022	400.00
MERC		37133	20383	Check	1	00231	ZUMBRO EDUCATION DISTRICT		Yes	No	No	08/24/2022	575.00
MERC		37138	20384	Check	1	04565	ZUMBROTA-MAZEPPA PUBLIC SCHOOL		Yes	No	No	08/24/2022	57,765.00
MERC		37172	20385	Check	1	1984	E. B. C., LLC/Flex		Yes	No	No	08/30/2022	1,164.59
MERC		37171	20386	Check	1	09118	EDUCATION MN - GCED		Yes	No	No	08/30/2022	2,994.81
MERC		37208	20387	Check	1	3586	ADAM'S PEST CONTROL - MAIN	S Corporation	Yes	No	No	09/08/2022	51.00
MERC		37182	20388	Check	1	00510	ARNOLD'S SUPPLY & KLEENIT CO		Yes	No	No	09/08/2022	150.00
MERC		37190	20389	Check	1	09318	BROOKES PUBLISHING CO		Yes	No	No	09/08/2022	101.70
MERC		37184	20390	Check	1	01903	CANNON FALLS ISD #252		Yes	No	No	09/08/2022	300.00
MERC		37205	20391	Check	1	3505	CAPITAL ONE		Yes	No	No	09/08/2022	984.34
MERC		37202	20392	Check	1	3329	CHASE CARD SERVICES		Yes	No	No	09/08/2022	7,286.87
MERC		37180	20393	Check	1	00433	CITY OF RED WING		Yes	No	No	09/08/2022	1,748.76
MERC		37197	20394	Check	1	2531	FIRST STUDENT		Yes	No	No	09/08/2022	2,534.50
MERC		37185	20395	Check	1	01904	GOODHUE PUBLIC SCHOOL		Yes	No	No	09/08/2022	16,217.07
MERC		37188	20396	Check	1	05772	HAWTHORNE EDUCATIONAL SERVICE		Yes	No	No	09/08/2022	294.00
MERC		37194	20397	Check	1	2174	INNOVATIVE OFFICE SOLUTIONS		Yes	No	No	09/08/2022	106.85
MERC		37195	20398	Check	1	2251	KENNEDY & GRAVEN		Yes	No	No	09/08/2022	2,773.00
MERC		37179	20399	Check	1	00367	KENYON-WANAMINGO PUBLIC SCHOC		Yes	No	No	09/08/2022	300.00
MERC		37189	20400	Check	1	06646	MASA		Yes	No	No	09/08/2022	299.00

## Goodhue County Ed District Payment Reg by Bank and Check

Bank	Batch	Pmt No	Check No	Pay Type	Grp Code	Rcd	Vendor	Tax Class	Print	Recon	Void	Pay/Void Date	Amount
MERC		37187	20401	Check	1 05403		MASE		Yes	No	No	09/08/2022	2,930.00
MERC		37192	20402	Check	1 1278		MSC-SOUTHEAST TECHNICAL		Yes	No	Yes	09/08/2022	0.00
MERC		37201	20403	Check	1 3296		MUTUAL OF OMAHA		Yes	No	No	09/08/2022	3,162.52
MERC		37191	20404	Check	1 1227		PAR, INC.		Yes	No	No	09/08/2022	453.60
MERC		37206	20405	Check	1 3536		PATITZ, KAREN	Ind/Sole Proprietor	Yes	No	No	09/08/2022	55.86
MERC		37181	20406	Check	1 00443		RED WING ACE HARDWARE		Yes	No	No	09/08/2022	26.77
MERC		37207	20407	Check	1 3548		RED WING PLUMBING & HEATING LLC	LLC - S Corp	Yes	No	No	09/08/2022	195.00
MERC		37204	20408	Check	1 3409		RIVERSIDE INSIGHTS		Yes	No	No	09/08/2022	4,613.40
MERC		37200	20409	Check	1 3078		SHRED-N-GO	S Corporation	Yes	No	No	09/08/2022	65.08
MERC		37183	20410	Check	1 00702		SOUTHPAW ENTERPRISES		Yes	No	No	09/08/2022	110.58
MERC		37203	20411	Check	1 3398		TRANE U.S. INC		Yes	No	No	09/08/2022	8,708.00
MERC		37199	20412	Check	1 3011		U.S. BANK EQUIPMENT FINANCE		Yes	No	No	09/08/2022	689.00
MERC		37193	20413	Check	1 1789		UPS		Yes	No	No	09/08/2022	83.09
MERC		37196	20414	Check	1 2315		WINONA PUBLIC SCHOOLS		Yes	No	No	09/08/2022	2,499.00
MERC		37198	20415	Check	1 2645		WPS PUBLISHING		Yes	No	No	09/08/2022	2,578.10
MERC		37186	20416	Check	1 04565		ZUMBROTA-MAZEPPA PUBLIC SCHOOL		Yes	No	No	09/08/2022	23,062.06
MERC		37220	20417	Check	1 3594		MN STATE UNIVERSITY - MANKATO		Yes	No	No	09/08/2022	1,000.00
MERC		37222	20418	Check	1 1984		E. B. C., LLC/Flex		Yes	No	No	09/15/2022	1,164.59
MERC		37221	20419	Check	1 09118		EDUCATION MN - GCED		Yes	No	No	09/15/2022	3,230.89
MERC		37223	20420	Check	1 3235		Goodhue Co Ed Dist Paraprofessional Unic		Yes	No	No	09/15/2022	230.93

Bank Total: \$1,112,064.92

Report Total: \$1,112,064.92

C. Staff Updates:

1. **Resignations:** *Brittnee Banitt, EC Paraprofessional - ZM; Emily Klapperich, EC Paraprofessional - ZM*
2. **New Hire:**
3. **Transfers:**
4. **Re-assignment:**

III. **Public Input:** The policy of the education district board is to encourage discussion by persons of subjects related to the management of the district at board meetings. The board shall, as a matter of policy, protect the legal rights to privacy and due process of employees and students. Persons who wish to have a subject discussed at a public board meeting must notify the executive director's office in advance of the board meeting. The person should provide his or her name, address, the name of group represented (if any), and the subject to be covered or the issue to be addressed. The board retains the discretion to limit discussion of any agenda item to a reasonable period of time as determined by the board.

IV. **Reports and Communication:**

- A. Business Manager Report

**Goodhue County Ed District  
Reconciliation Worksheet Report  
08/31/2022**

<b>Audit No</b>	<b>Statement Date</b>	<b>Co</b>	<b>Bank Code</b>	<b>Bank Name/Description</b>
1482	08/31/2022	6051	MERC	MERCHANTS BANK GENERAL

**Worksheet has been Finalized**

<b>Statement Amount</b>	912,651.83
<b>Deposits in Transit</b>	0.00
<b><u>Outstanding Payments</u></b>	
<b>Checks</b>	283,120.46
<b>Wires</b>	188,009.47
<b>SHR - Payments</b>	0.00
<b>SHR - Third Party</b>	0.00
<b>Cash</b>	0.00
<b>ACH</b>	0.00

**Adjustment Amount**      (107,104.76)

**Amount Per Bank**      334,417.14

**GL Account Balance**      334,417.14

<b>Co</b>	<b>L</b>	<b>Fd</b>	<b>Org</b>	<b>Pro</b>	<b>Crs</b>	<b>Fin</b>	<b>O/S</b>	<b>Ty</b>
6051	B	01	101	000				F

**Difference**      0.00

**Adjustments**

Manual	08/31/2022	KT	Wire	265.08	KWIK TRIP DIRECT PMT
Manual	08/31/2022	PR	Direct Pymt	(1,467.75)	OS PAYROLL CHECK
Manual	08/31/2022	SWEEP	Direct Pymt	(105,902.09)	TRANSFER FROM SWEEP

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

Goodhue Co Education District | June 30, 2022

REVENUE CATEGORIES				June 30,	June 30,	June 30,				Current YTD vs. PYTD	June 30, 2021	June 30, 2020
	June 30, 2020	June 30, 2021	Revised Budget	Received YTD	Budget Remaining	% of Budget Received	% of Actuals Received	% of Actuals Received				
STATE	3,753,316	3,609,943	4,360,876	4,103,576	257,300	94.10%	100.00%	100.00%	493,633	3,609,943	3,753,316	
FEDERAL	1,842,614	2,036,519	2,314,653	1,398,292	916,361	60.41%	100.00%	100.00%	(638,228)	2,036,519	1,842,614	
PROPERTY TAXES	0	0	0	0	0	0.00%	0.00%	0.00%	0	0	0	
LOCAL SALES, INS RECOVERY & JUDGEMENTS	5,053	13,769	2,000	685	1,315	34.26%	100.00%	100.00%	(13,084)	13,769	5,053	
SALE OF BONDS & LOANS	0	13,482,888	0	0	0	0.00%	100.00%	0.00%	(13,482,888)	13,482,888	0	
INCOMING TRANSFERS FROM OTH FUNDS	0	0	0	0	0	0.00%	0.00%	0.00%	0	0	0	
LOCAL (FEES, INTEREST, ETC.)	7,502,882	7,804,973	9,647,101	8,110,948	1,536,153	84.08%	100.00%	100.00%	305,975	7,804,973	7,502,882	
<b>TOTALS</b>	<b>13,103,865</b>	<b>26,948,092</b>	<b>16,324,630</b>	<b>13,613,501</b>	<b>2,711,129</b>	<b>83.39%</b>	<b>100.00%</b>	<b>100.00%</b>	<b>(13,334,591)</b>	<b>26,948,092</b>	<b>13,103,865</b>	

EXPENDITURES (OBJECT SERIES)				June 30,	June 30,	June 30,				Current YTD vs. PYTD	June 30, 2021	June 30, 2020
	June 30, 2020	June 30, 2021	Revised Budget	Expended YTD	Budget Remaining	% of Budget Expended	% of Actuals Expended	% of Actuals Expended				
SALARIES & WAGES	6,337,951	6,937,882	8,181,314	8,344,468	(163,154)	101.99%	100.00%	100.00%	1,406,586	6,937,882	6,337,951	
EMPLOYEE BENEFITS	1,628,182	1,779,020	2,141,645	2,215,000	(73,355)	103.43%	100.00%	100.00%	435,980	1,779,020	1,628,182	
PURCHASED SERVICES	3,586,395	16,797,588	4,200,317	2,716,890	1,483,427	64.68%	100.00%	100.00%	(14,080,699)	16,797,588	3,586,395	
SUPPLIES	276,713	386,950	859,348	854,196	5,152	99.40%	100.00%	100.00%	467,247	386,950	276,713	
EQUIPMENT	1,105,035	1,028,313	1,138,878	1,136,053	2,825	99.75%	100.00%	100.00%	107,740	1,028,313	1,105,035	
DEBT SERVICE	0	0	0	0	0	0.00%	0.00%	0.00%	0	0	0	
OTHER EXPENDITURES	55,152	77,636	26,328	21,215	5,113	80.58%	100.00%	100.00%	(56,421)	77,636	55,152	
OTHER FINANCING USES	0	0	0	0	0	0.00%	0.00%	0.00%	0	0	0	
<b>TOTALS</b>	<b>12,989,428</b>	<b>27,007,389</b>	<b>16,547,830</b>	<b>15,287,823</b>	<b>1,260,007</b>	<b>92.39%</b>	<b>100.00%</b>	<b>100.00%</b>	<b>(11,719,566)</b>	<b>27,007,389</b>	<b>12,989,428</b>	

EXPENDITURES (PROGRAM SERIES)				June 30,	June 30,	June 30,				Current YTD vs. PYTD	June 30, 2021	June 30, 2020
	June 30, 2020	June 30, 2021	Revised Budget	Expended YTD	Budget Remaining	% of Budget Expended	% of Actuals Expended	% of Actuals Expended				
SITE ADMINISTRATION	59,029	97,953	279,823	287,209	(7,386)	102.64%	100.00%	100.00%	189,256	97,953	59,029	
DISTRICT ADMINISTRATION	99,448	79,846	78,995	69,508	9,487	87.99%	100.00%	100.00%	(10,339)	79,846	99,448	
SUPPORT SERVICES	202,150	227,526	247,714	255,489	(7,775)	103.14%	100.00%	100.00%	27,963	227,526	202,150	
REGULAR INSTRUCTION	1,493,398	1,438,628	2,632,199	1,808,707	823,492	68.71%	100.00%	100.00%	370,079	1,438,628	1,493,398	
EXTRA-CURRICULAR ACTIVITIES	0	0	0	0	0	0.00%	0.00%	0.00%	0	0	0	
VOCATIONAL INSTRUCTION	308,496	327,195	363,574	341,280	22,294	93.87%	100.00%	100.00%	14,085	327,195	308,496	
SPECIAL EDUCATION	7,611,603	7,977,265	8,977,044	8,704,926	272,118	96.97%	100.00%	100.00%	727,661	7,977,265	7,611,603	
COMMUNITY SERVICES	0	0	0	0	0	0.00%	0.00%	0.00%	0	0	0	
INSTRUCTIONAL SUPPORT	364,829	448,170	636,967	673,327	(36,360)	105.71%	100.00%	100.00%	225,157	448,170	364,829	
PUPIL SUPPORT SERVICES	1,367,080	1,586,429	1,805,947	1,800,017	5,930	99.67%	100.00%	100.00%	213,588	1,586,429	1,367,080	
FACILITIES	1,483,396	1,502,112	1,525,567	1,347,361	178,206	88.32%	100.00%	100.00%	(154,751)	1,502,112	1,483,396	
OTHER FINANCING USES	0	13,322,265	0	0	0	0.00%	100.00%	0.00%	(13,322,265)	13,322,265	0	
<b>TOTALS</b>	<b>12,989,428</b>	<b>27,007,389</b>	<b>16,547,830</b>	<b>15,287,823</b>	<b>1,260,007</b>	<b>92.39%</b>	<b>100.00%</b>	<b>100.00%</b>	<b>(11,719,566)</b>	<b>27,007,389</b>	<b>12,989,428</b>	

SUMMARY - ALL FUNDS				June 30,	June 30,	June 30,				Current YTD vs. PYTD	June 30, 2021	June 30, 2020
	June 30, 2020	June 30, 2021	Revised Budget	YTD	Budget Remaining	% of Budget Expended	% of Actuals Expended	% of Actuals Expended				
<b>SUMMARY</b>												
REVENUE	13,103,865	26,948,092	16,324,630	13,613,501	2,711,129	83.39%	100.00%	100.00%	(13,334,591)	26,948,092	13,103,865	
EXPENDITURES	12,989,428	27,007,389	16,547,830	15,287,823	1,260,007	92.39%	100.00%	100.00%	(11,719,566)	27,007,389	12,989,428	
SPENDING VARIANCE	114,437	(59,297)	(223,200)	(1,674,322)	N/A	N/A	N/A	N/A	(1,615,025)	(59,297)	114,437	

# GENERAL FUND - REVENUE SUMMARY

Goodhue Co Education District | June 30, 2022



DESCRIPTION	June 30,	June 30,	Revised Budget	Revenue YTD	Budget Remaining	June 30,	June 30,	June 30,	Current YTD vs. Prior YTD	June 30, 2021	June 30, 2020
	2020	2021				2022	2021	2020			
<b>LOCAL REVENUES</b>											
021 TUITION/REIMB MN DISTRICTS	6,819,678	7,181,677	8,871,502	7,463,845	1,407,657	84.13%	100.00%	100.00%	282,169	7,181,677	6,819,678
050 FEES FROM PATRONS	350	0	0	0	0	0.00%	0.00%	100.00%	0	0	350
071 MA REV/DEPT OF HUMAN SVCS	0	3,979	125,000	0	125,000	0.00%	100.00%	0.00%	(3,979)	3,979	0
092 INTEREST EARNINGS	10,542	848	3,500	1,330	2,170	38.01%	100.00%	100.00%	483	848	10,542
093 RENT	27,878	4,245	7,000	3,577	3,424	51.09%	100.00%	100.00%	(668)	4,245	27,878
096 GIFTS AND BEQUESTS	1,981	1	500	13,688	(13,188)	2737.63%	100.00%	100.00%	13,687	1	1,981
099 MISC REV FROM LOCAL SOURCES	642,452	614,224	639,599	628,508	11,091	98.27%	100.00%	100.00%	14,283	614,224	642,452
<b>Total LOCAL REVENUES</b>	<b>7,502,882</b>	<b>7,804,973</b>	<b>9,647,101</b>	<b>8,110,948</b>	<b>1,536,153</b>	<b>84.08%</b>	<b>100.00%</b>	<b>100.00%</b>	<b>305,975</b>	<b>7,804,973</b>	<b>7,502,882</b>
<b>STATE REVENUES</b>											
211 GENERAL EDUCATION AID	149,608	123,538	105,152	97,749	7,403	92.96%	100.00%	100.00%	(25,789)	123,538	149,608
300 STATE AID (REQUIRES FIN CODE)	204,001	163,487	170,554	158,467	12,087	92.91%	100.00%	100.00%	(5,020)	163,487	204,001
360 STATE AID FOR SPECIAL EDUCATION	3,356,875	3,272,583	4,084,670	3,846,965	237,705	94.18%	100.00%	100.00%	574,382	3,272,583	3,356,875
370 OTHER, MN DEPT OF EDUCATION	7,459	0	500	396	105	79.10%	0.00%	100.00%	396	0	7,459
397 TRA & PERA SPEC SITUATIONS PENSION	35,373	50,335	0	0	0	0.00%	100.00%	100.00%	(50,335)	50,335	35,373
<b>Total STATE REVENUES</b>	<b>3,753,316</b>	<b>3,609,943</b>	<b>4,360,876</b>	<b>4,103,576</b>	<b>257,300</b>	<b>94.10%</b>	<b>100.00%</b>	<b>100.00%</b>	<b>493,633</b>	<b>3,609,943</b>	<b>3,753,316</b>
<b>FEDERAL REVENUES RECEIVED FROM STATE</b>											
400 FEDERAL AID/MDE (REQUIRES FIN)	1,842,614	2,036,519	2,314,653	1,398,292	916,361	60.41%	100.00%	100.00%	(638,228)	2,036,519	1,842,614
<b>Total REVENUES RECEIVED FROM STATE</b>	<b>1,842,614</b>	<b>2,036,519</b>	<b>2,314,653</b>	<b>1,398,292</b>	<b>916,361</b>	<b>60.41%</b>	<b>100.00%</b>	<b>100.00%</b>	<b>(638,228)</b>	<b>2,036,519</b>	<b>1,842,614</b>
<b>FEDERAL REVENUES RECEIVED FROM FED SOURCES</b>											
500 DIRECT FEDERAL AID (REQUIRES FIN)	0	0	0	0	0	0.00%	0.00%	0.00%	0	0	11 0
<b>Total FEDERAL REVENUES RECEIVED FROM FED SOURCES</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0.00%</b>	<b>0.00%</b>	<b>0.00%</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>LOCAL SALES, INSURANCE RECOVERY, AND JUDGEMENTS</b>											
619 COST MATERIALS/REV PROD (CONTRA)	(433)	0	0	(77)	77	0.00%	0.00%	100.00%	(77)	0	(433)
620 SALES/REV PRODUCING ACTIVITIES	954	0	0	287	(287)	0.00%	0.00%	100.00%	287	0	954
622 SALES OF MATERIALS (NET OF TX)	522	5,399	1,700	0	1,700	0.00%	100.00%	100.00%	(5,399)	5,399	522
624 SALE OF EQUIPMENT	0	3,650	300	475	(175)	158.33%	100.00%	0.00%	(3,175)	3,650	0
625 INSURANCE RECOVERY	4,010	4,721	0	0	0	0.00%	100.00%	100.00%	(4,721)	4,721	4,010
628 JUDGMENT FOR DISTRICT	0	0	0	0	0	0.00%	0.00%	0.00%	0	0	0
<b>Total LOCAL SALES, INSURANCE RECOVERY, AND JUDGEMENTS</b>	<b>5,053</b>	<b>13,769</b>	<b>2,000</b>	<b>685</b>	<b>1,315</b>	<b>34.26%</b>	<b>100.00%</b>	<b>100.00%</b>	<b>(13,084)</b>	<b>13,769</b>	<b>5,053</b>
<b>SALE OF BONDS AND LOANS</b>											
635 CERTIFICATE OF PARTICIPATION	0	13,482,888	0	0	0	0.00%	100.00%	0.00%	(13,482,888)	13,482,888	0
<b>Total SALE OF BONDS AND LOANS</b>	<b>0</b>	<b>13,482,888</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0.00%</b>	<b>100.00%</b>	<b>0.00%</b>	<b>(13,482,888)</b>	<b>13,482,888</b>	<b>0</b>
<b>INCOMING TRANSFERS FROM OTHER FUNDS</b>											
649 PERMANENT TRANSFERS/OTHER FUND	0	0	0	0	0	0.00%	0.00%	0.00%	0	0	0
<b>Total INCOMING TRANSFERS FROM OTHER FUNDS</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0.00%</b>	<b>0.00%</b>	<b>0.00%</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>GENERAL FUND TOTAL</b>	<b>13,103,865</b>	<b>26,948,092</b>	<b>16,324,630</b>	<b>13,613,501</b>	<b>2,711,129</b>	<b>83.39%</b>	<b>100.00%</b>	<b>100.00%</b>	<b>(13,334,591)</b>	<b>26,948,092</b>	<b>13,103,865</b>

**YTD % Received vs. PYTD % Received**

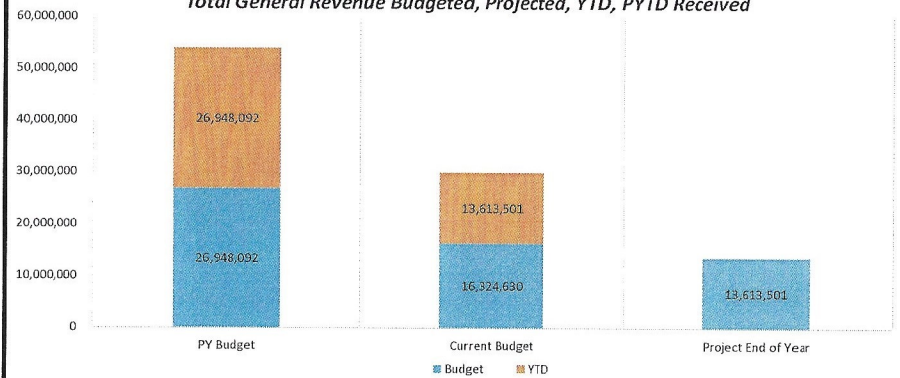


**Top 5 Revenues Received YTD by Source Code 3**

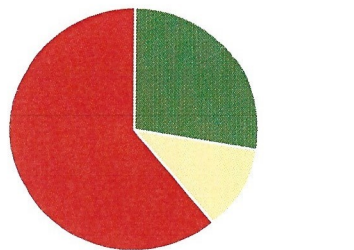
**Variance from PYTD Received**

	Current YTD	Variance vs. PYTD
1 GENERAL FUND TOTAL	\$13,613,501	-\$13,334,591
2 Total LOCAL REVENUES	\$8,110,948	\$305,975
3 TUITION/REIMB MN DISTRICT	\$7,463,845	\$282,169
4 Total STATE REVENUES	\$4,103,576	\$493,633
5 STATE AID FOR SPECIAL EDUC	\$3,846,965	\$574,382

**Total General Revenue Budgeted, Projected, YTD, PYTD Received**

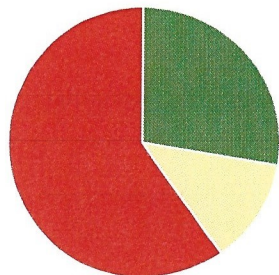


**Current Year Revenue Budget**



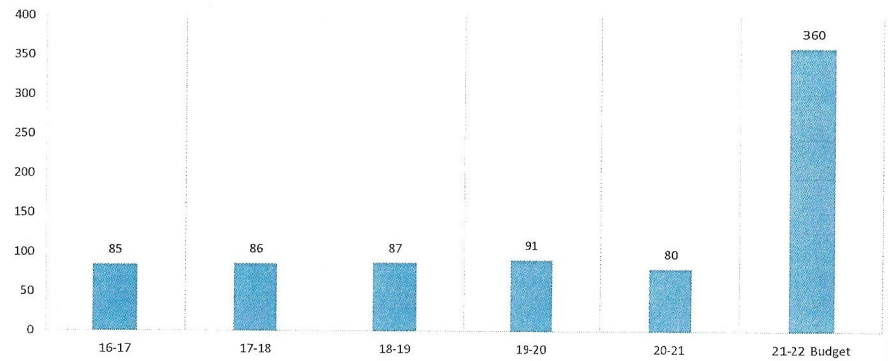
STATE FEDERAL PROPERTY TAXES LOCAL

**Prior Year Revenue Budget**

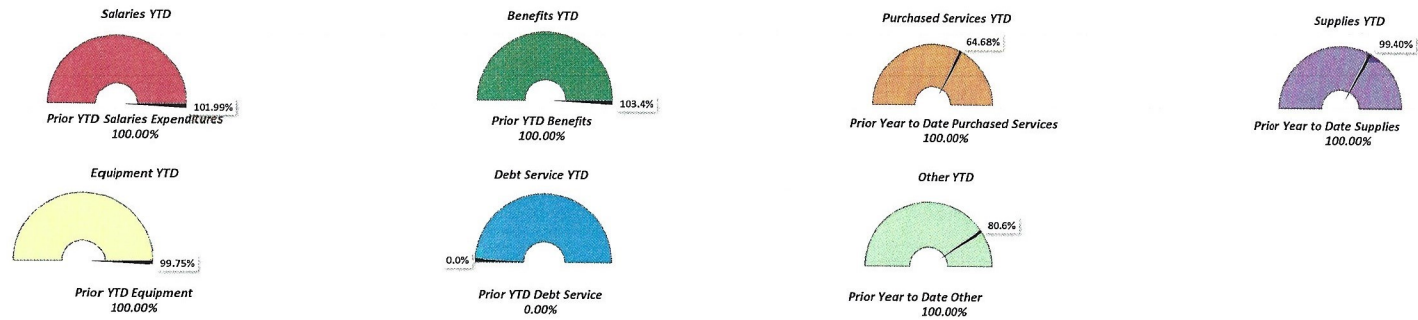


STATE FEDERAL PROPERTY TAXES LOCAL

**End of Year ADM History**



YTD % Expenditures vs. PYTD % Expenditures

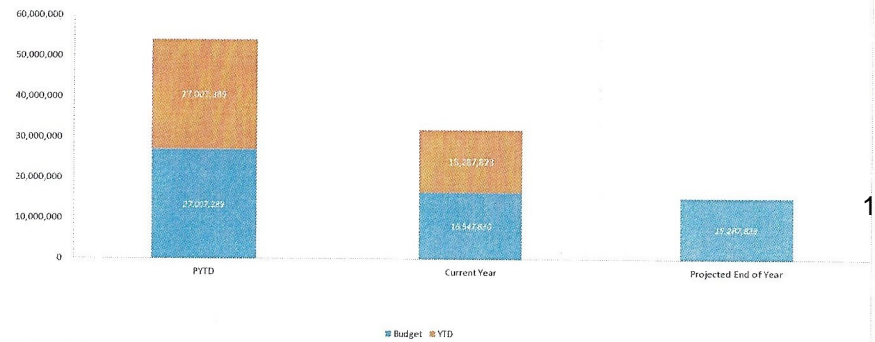


Top 10 Expenditures YTD by Object Code 3

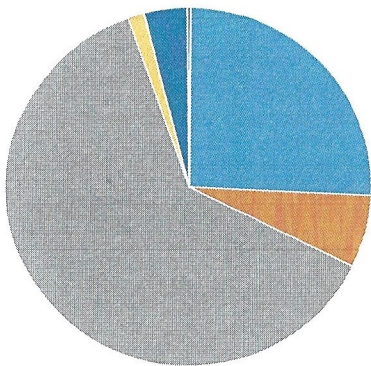
Variance from PYTD Received

	Current YTD	Variance vs. PYTD Received
1 TOTAL SALARIES AND WAGES	\$8,344,468	\$1,406,586
2 LICENSED CLASSROOM TEACHER	\$2,803,346	\$543,280
3 TOTAL PURCHASED SERVICES	\$2,716,890	-\$14,080,699
4 ADMINISTRATION/SUPERVISION	\$884,732	\$128,761
5 SCHOOL PSYCHOLOGIST	\$861,336	\$121,300
6 SPEECH/LANGUAGE PATHOLOGIST	\$856,116	\$185,366
7 TOTAL SUPPLIES	\$854,196	\$467,247
8 PYMT FOR ED TO OTHER AGENCY	\$733,357	-\$155,555
9 SOCIAL WORKER	\$685,079	\$105,650
10 PRIN ON BLDG/LAND LEASE	\$678,069	\$678,069

Total General Expenditures Budgeted, Projected, YTD and , PYTD Expended

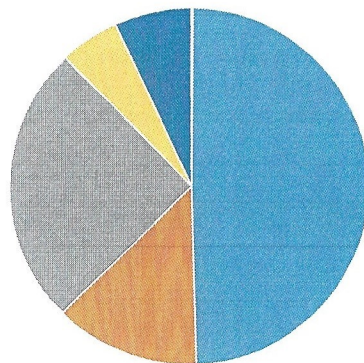


Prior Year Final



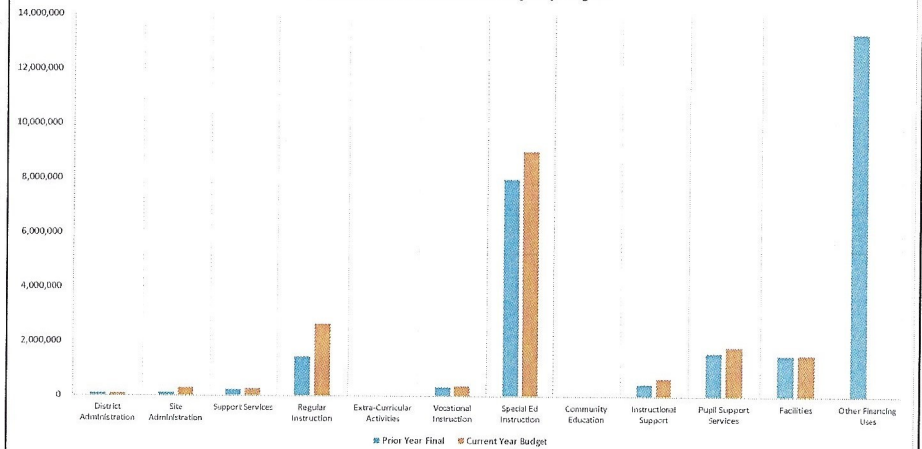
■ SALARIES ■ BENEFITS ■ PURCHASED SERVICES  
 ■ GENERAL SUPPLIES ■ CAPITAL EXPENSES ■ DEBT SERVICE  
 ■ DUES & OTHER

Current Year Budget



■ SALARIES ■ BENEFITS ■ PURCHASED SERVICES  
 ■ GENERAL SUPPLIES ■ CAPITAL EXPENSES ■ DEBT SERVICE  
 ■ DUES & OTHER

Prior Year Final and Current Budget by Program



# GENERAL FUND - EXPENDITURES BY OBJECT CODE

Goodhue Co Education District | June 30, 2022



DESCRIPTION	Budget Management Analytics			June 30, 2022			June 30, 2021			June 30, 2020		
	June 30, 2020	June 30, 2021	Revised Budget	Expenses YTD	Budget Remaining	% of Budget Expended	% of Actuals Expended	% of Actuals Expended	Current YTD vs. Prior YTD	June 30, 2021	June 30, 2020	
110 ADMINISTRATION/SUPERVISION	729,173	755,971	877,654	884,732	(7,078)	100.81%	100.00%	100.00%	128,761	755,971	729,173	
140 LICENSED CLASSROOM TEACHER	2,140,310	2,260,065	2,732,689	2,803,346	(70,657)	102.59%	100.00%	100.00%	543,280	2,260,065	2,140,310	
141 NON,LIC CLASSROOM PERSONNEL	0	200	0	0	0	0.00%	100.00%	0.00%	(200)	200	0	
143 LICENSED INSTRUCTIONAL SUPPORT	269,261	278,660	397,627	389,660	7,967	98.00%	100.00%	100.00%	111,000	278,660	269,261	
144 NON,LIC INSTRUCTIONAL SUPPORT	0	0	0	4,272	(4,272)	0.00%	0.00%	0.00%	4,272	0	0	
145 SUBSTITUTE TEACHER,LICENSED	0	0	0	0	0	0.00%	0.00%	0.00%	0	0	0	
146 SUBSTITUTE NON,LIC CLASSROOM	0	0	0	0	0	0.00%	0.00%	0.00%	0	0	0	
150 PHYSICAL THERAPIST	138,070	140,773	141,849	189,483	(47,634)	133.58%	100.00%	100.00%	48,710	140,773	138,070	
151 OCCUPATIONAL THERAPIST	233,813	287,012	282,381	361,824	(79,443)	128.13%	100.00%	100.00%	74,812	287,012	233,813	
152 SPEECH/LANGUAGE PATHOLOGIST	460,372	670,750	837,728	856,116	(18,388)	102.20%	100.00%	100.00%	185,366	670,750	460,372	
153 AUDIOLOGIST	64,500	65,850	67,125	67,444	(319)	100.48%	100.00%	100.00%	1,594	65,850	64,500	
154 SCHOOL NURSE	110,204	162,557	173,509	179,535	(6,026)	103.47%	100.00%	100.00%	16,979	162,557	110,204	
155 LICENSED NURSING SERVICES	27,433	27,571	25,472	26,378	(906)	103.56%	100.00%	100.00%	(1,193)	27,571	27,433	
156 SOCIAL WORKER	560,237	579,429	666,842	685,079	(18,237)	102.73%	100.00%	100.00%	105,650	579,429	560,237	
157 SCHOOL PSYCHOLOGIST	678,136	740,035	863,517	861,336	2,181	99.75%	100.00%	100.00%	121,300	740,035	678,136	
161 CERTIFIED PARA/PCA	368,768	411,293	418,244	378,977	39,267	90.61%	100.00%	100.00%	(32,316)	411,293	368,768	
162 CERTIFIED ONE ON ONE PARA	55,433	46,080	24,594	23,141	1,453	94.09%	100.00%	100.00%	(22,939)	46,080	55,433	
163 FOREIGN LANGUAGE INTERPRETER	142	0	150	35	115	23.55%	0.00%	100.00%	35	0	142	
164 INTERPRETER FOR THE DEAF	58,315	60,081	36,745	34,304	2,441	93.36%	100.00%	100.00%	(25,777)	60,081	58,315	
165 SCHOOL COUNSELOR	0	0	53,810	55,156	(1,346)	102.50%	0.00%	0.00%	55,156	0	0	
170 NON,INSTRUCTIONAL SUPPORT	178,355	174,504	235,241	253,207	(17,966)	107.64%	100.00%	100.00%	78,703	174,504	178,355	
174 REC SERVICES/DAPE SPECIALIST	39,252	40,183	29,999	30,161	(162)	100.54%	100.00%	100.00%	(10,022)	40,183	39,252	
185 OTHER LICENSED/CERTIFIED SALARY	182,692	187,357	234,726	197,681	37,045	84.22%	100.00%	100.00%	10,324	187,357	182,692	
186 OTHER NON LICENSED SALARY	43,484	49,512	81,412	62,602	18,810	76.90%	100.00%	100.00%	13,090	49,512	43,484	
<b>TOTAL SALARIES AND WAGES</b>	<b>6,337,951</b>	<b>6,937,882</b>	<b>8,181,314</b>	<b>8,344,468</b>	<b>(163,154)</b>	<b>101.99%</b>	<b>100.00%</b>	<b>100.00%</b>	<b>1,406,586</b>	<b>6,937,882</b>	<b>6,337,951</b>	
<b>EMPLOYEE BENEFITS</b>												
210 FICA/MEDICARE	464,356	504,793	614,456	613,028	1,428	99.77%	100.00%	100.00%	108,235	504,793	464,356	
214 PERA	81,941	82,177	83,864	90,218	(6,354)	107.58%	100.00%	100.00%	8,042	82,177	81,941	
218 TRA	394,478	457,804	572,608	585,441	(12,833)	102.24%	100.00%	100.00%	127,636	457,804	394,478	
220 HEALTH INSURANCE	464,042	491,503	608,902	643,527	(34,625)	105.69%	100.00%	100.00%	152,025	491,503	464,042	
230 LIFE INSURANCE	8,626	10,118	11,830	11,863	(33)	100.28%	100.00%	100.00%	1,746	10,118	8,626	
235 DENTAL INSURANCE	16,831	17,437	20,881	21,629	(748)	103.58%	100.00%	100.00%	4,192	17,437	16,831	
240 LONG TERM DISABILITY INSURANCE	9,509	9,437	11,522	10,794	728	93.69%	100.00%	100.00%	1,357	9,437	9,509	
250 TSA/DEFERRED COMP	88,920	107,559	132,494	126,937	5,557	95.81%	100.00%	100.00%	19,378	107,559	88,920	
251 TAX ADVANTAGE EMPLOYER HLTH AF	4,983	7,629	5,000	12,336	(7,336)	246.71%	100.00%	100.00%	4,707	7,629	4,983	
270 WORKERS COMPENSATION	93,312	90,565	80,088	92,194	(12,106)	115.12%	100.00%	100.00%	1,629	90,565	93,312	
280 UNEMPLOYMENT COMPENSATION	1,185	0	0	7,032	(7,032)	0.00%	0.00%	100.00%	7,032	0	1,185	
<b>TOTAL EMPLOYEE BENEFITS</b>	<b>1,628,182</b>	<b>1,779,020</b>	<b>2,141,645</b>	<b>2,215,000</b>	<b>(73,355)</b>	<b>103.43%</b>	<b>100.00%</b>	<b>100.00%</b>	<b>435,980</b>	<b>1,779,020</b>	<b>1,628,182</b>	
<b>PURCHASED SERVICES</b>												
303 FEDERAL SUB AWARD <=\$25000	418,739	501,513	637,934	535,504	102,430	83.94%	100.00%	100.00%	33,991	501,513	418,739	
304 FEDERAL SUB AWARD >\$25000	505,372	471,363	443,386	441,466	1,920	99.57%	100.00%	100.00%	(29,896)	471,363	505,372	
305 CONSULTING FEES/FEES FOR SERVIC	181,059	13,646,680	253,260	194,129	59,131	76.65%	100.00%	100.00%	(13,452,551)	13,646,680	181,059	
307 CONTRACT SUB FOR SPEC EDUCATIC	38,237	9,168	41,379	25,945	15,434	62.70%	100.00%	100.00%	16,777	9,168	38,237	
308 FEDERAL TUITION PAYMENT <=\$25000	0	0	0	0	0	0.00%	0.00%	0.00%	0	0	0	
309 FEDERAL TUITION PAYMENT >\$25000	0	0	0	0	0	0.00%	0.00%	0.00%	0	0	0	
315 REPAIRS & MAINT FOR TECHNOLOGY	0	0	0	0	0	0.00%	0.00%	0.00%	0	0	0	
316 SVC PURCH FROM MN JOINT POWER	6,002	6,231	6,231	6,231	0	100.00%	100.00%	100.00%	0	6,231	6,002	
320 COMMUNICATION SERVICES	18,669	23,558	15,300	17,896	(2,596)	116.97%	100.00%	100.00%	(5,661)	23,558	18,669	
329 POSTAGE & PARCEL SERVICES	3,858	4,175	4,220	3,633	587	86.09%	100.00%	100.00%	(542)	4,175	3,858	
330 UTILITY SERVICES	37,977	47,213	55,000	52,661	2,339	95.75%	100.00%	100.00%	5,448	47,213	37,977	
335 SHORT TERM LEASE	0	0	0	6,615	(6,615)	0.00%	0.00%	0.00%	6,615	0	0	
340 INSURANCE	38,991	45,515	55,619	53,261	2,358	95.76%	100.00%	100.00%	7,747	45,515	38,991	

DESCRIPTION	June 30, 2020	June 30, 2021	Revised Budget	Expenses YTD	Budget Remaining	June 30, 2022	June 30, 2021	June 30, 2020	Current YTD vs. Prior YTD	June 30, 2021	June 30, 2020
						% of Budget Expended	% of Actuals Expended	% of Actuals Expended			
350 REPAIRS & MAINTENANCE	159,477	111,375	170,056	50,190	119,866	29.51%	100.00%	100.00%	(61,186)	111,375	159,477
360 TRANSPORT CONTR <=\$25,000	765	643	8,655	4,548	4,107	52.55%	100.00%	100.00%	3,905	643	765
365 INTERDEPART TRANSPORT (CHGBK)	0	0	0	0	0	0.00%	0.00%	0.00%	0	0	0
366 TRAVEL CONVENTIONS/CONFERENCE	157,056	124,979	196,475	180,527	15,948	91.88%	100.00%	100.00%	55,547	124,979	157,056
368 OUT OF STATE TRAVEL/FEDERAL REI	4,148	0	17,500	15,771	1,729	90.12%	0.00%	100.00%	15,771	0	4,148
369 Student Travel	0	0	0	410	(410)	0.00%	0.00%	0.00%	410	0	0
370 OPERATING LEASE/RENTAL	15,760	7,975	16,233	0	16,233	0.00%	100.00%	100.00%	(7,975)	7,975	15,760
379 MENTAL HLTH PROFESSIONAL <=\$250	0	9,418	0	0	0	0.00%	100.00%	0.00%	(9,418)	9,418	0
389 STAFF TUITION REIMBURSEMENT	0	0	0	0	0	0.00%	0.00%	0.00%	0	0	0
390 PYMT FOR ED PURPOSE TO MN DISTF	417	0	0	1,668	(1,668)	0.00%	0.00%	100.00%	1,668	0	417
391 PYMT TO MN SCHOOL (COST SHARE)	0	0	0	0	0	0.00%	0.00%	0.00%	0	0	0
393 SPEC ED TRANSITION/CHILD W/DISAB	0	0	0	0	0	0.00%	0.00%	0.00%	0	0	0
394 PYMT FOR ED TO OTHER AGENCY	915,023	888,913	991,480	733,357	258,123	73.97%	100.00%	100.00%	(155,555)	888,913	915,023
396 SPEC ED SALARY/OTHER DISTRICT	818,972	675,300	978,631	317,505	661,126	32.44%	100.00%	100.00%	(357,795)	675,300	818,972
397 SPEC ED BENEFITS/OTHER DISTRICT	265,873	223,571	308,958	75,573	233,385	24.46%	100.00%	100.00%	(147,999)	223,571	265,873
<b>TOTAL PURCHASED SERVICES</b>	<b>3,586,395</b>	<b>16,797,588</b>	<b>4,200,317</b>	<b>2,716,890</b>	<b>1,483,427</b>	<b>64.68%</b>	<b>100.00%</b>	<b>100.00%</b>	<b>(14,080,699)</b>	<b>16,797,588</b>	<b>3,586,395</b>
<b>SUPPLIES</b>											
401 SUPPLIES, NON INSTRUCTIONAL	34,380	90,507	111,240	93,224	18,016	83.80%	100.00%	100.00%	2,717	90,507	34,380
405 NON, INSTRUCTIONAL SOFTWARE LIC	74,814	94,076	97,708	112,709	(15,001)	115.35%	100.00%	100.00%	18,633	94,076	74,814
406 INSTRUCTIONAL SOFTWARE LICENSE	37,665	49,784	226,895	247,760	(20,865)	109.20%	100.00%	100.00%	197,976	49,784	37,665
430 SUPPLIES & MATERIALS NON INDIV IN	10,842	6,111	18,784	13,057	5,727	69.51%	100.00%	100.00%	6,945	6,111	10,842
433 SUPPLIES & MATERIALS INDIV INSTR	45,123	87,393	150,695	150,533	162	99.89%	100.00%	100.00%	63,140	87,393	45,123
440 FUELS	10,433	11,527	17,300	23,851	(6,551)	137.87%	100.00%	100.00%	12,325	11,527	10,433
455 NONINSTRUCTIONAL TECH SUPPLIES	355	9,601	35,543	36,534	(991)	102.79%	100.00%	100.00%	26,933	9,601	355
456 INSTRUCTIONAL TECH SUPPLIES	2,810	6,162	12,944	5,782	7,162	44.67%	100.00%	100.00%	(379)	6,162	2,810
460 TEXTBOOKS	2,060	960	87,345	573	86,772	0.66%	100.00%	100.00%	(387)	960	12,060
461 STANDARDIZED TESTS	39,680	396	4,700	55,702	(51,002)	1185.16%	100.00%	100.00%	55,307	396	39,680
465 NONINSTRUCTIONAL TECH DEVICES	0	6,166	1,244	6,642	(5,398)	533.91%	100.00%	0.00%	476	6,166	0
466 INSTRUCTIONAL TECH DEVICES	12,983	23,447	89,700	100,555	(10,855)	112.10%	100.00%	100.00%	77,108	23,447	12,983
490 FOOD	5,568	820	5,250	7,274	(2,024)	138.56%	100.00%	100.00%	6,454	820	5,568
<b>TOTAL SUPPLIES</b>	<b>276,713</b>	<b>386,950</b>	<b>859,348</b>	<b>854,196</b>	<b>5,152</b>	<b>99.40%</b>	<b>100.00%</b>	<b>100.00%</b>	<b>467,247</b>	<b>386,950</b>	<b>276,713</b>
<b>SUPPLIES &amp; EQUIPMENT</b>											
510 SITE OR GROUNDS ACQUISITION	0	0	0	0	0	0.00%	0.00%	0.00%	0	0	0
520 BUILDING ACQ OR CONSTRUCTION	760	0	27,829	18,066	9,763	64.92%	0.00%	100.00%	18,066	0	760
530 OTHER EQUIPMENT PURCHASE	50,446	12,922	63,315	73,957	(10,642)	116.81%	100.00%	100.00%	61,035	12,922	50,446
533 EQUIP SP ED DIRECT INSTRUCTION	0	2,014	2,000	0	2,000	0.00%	100.00%	0.00%	(2,014)	2,014	0
535 CAPITAL LEASES	0	13,530,000	0	0	0	0.00%	100.00%	0.00%	(13,530,000)	13,530,000	0
550 OTHER VEHICLES, PURCHASE	0	0	0	0	0	0.00%	0.00%	0.00%	0	0	0
555 CAPITAL NONINSTR TECH HARDWARE	15,623	1,249	0	0	0	0.00%	100.00%	100.00%	(1,249)	1,249	15,623
556 CAPITALIZED INSTR TECH HARDWARE	0	10,855	8,900	8,848	52	99.42%	100.00%	0.00%	(2,007)	10,855	0
560 PRIN ON LONG TERM TECH	0	0	34,500	33,398	1,102	96.81%	0.00%	0.00%	33,398	0	0
570 PRIN ON BLDG/LAND LEASE	0	0	678,069	678,069	(0)	100.00%	0.00%	0.00%	678,069	0	0
571 INT ON BLDG/LAND LEASE	0	0	319,765	319,765	(0)	100.00%	0.00%	0.00%	319,765	0	0
580 PRINCIPAL ON CAPITAL LEASE	429,640	666,334	0	0	0	0.00%	100.00%	100.00%	(666,334)	666,334	429,640
581 INTEREST ON CAPITAL LEASE	603,320	330,439	0	0	0	0.00%	100.00%	100.00%	(330,439)	330,439	603,320
589 LEASE TRANSACTIONS/INSTALL SALE	0	(13,530,000)	0	0	0	0.00%	100.00%	0.00%	13,530,000	(13,530,000)	0
590 OTHER CAPITAL EXPENDITURES	5,246	4,500	4,500	3,950	550	87.78%	100.00%	100.00%	(550)	4,500	5,246
<b>TOTAL SUPPLIES &amp; EQUIPMENT</b>	<b>1,105,035</b>	<b>1,028,313</b>	<b>1,138,878</b>	<b>1,136,053</b>	<b>2,825</b>	<b>99.75%</b>	<b>100.00%</b>	<b>100.00%</b>	<b>107,740</b>	<b>1,028,313</b>	<b>1,105,035</b>
<b>OTHER EXPENDITURES</b>											
810 JUDGMENTS AGAINST DISTRICT	0	0	0	0	0	0.00%	0.00%	0.00%	0	0	0
820 DUES, MEMBERSHIP, LICENSE, FEES	20,127	27,245	26,228	21,175	5,053	80.74%	100.00%	100.00%	(6,070)	27,245	20,127
891 TRA & PERA SPEC SITUATION PENSIC	35,373	50,335	0	0	0	0.00%	100.00%	100.00%	(50,335)	50,335	35,373
895 FED/NONPUBLIC INDIRECT (CHGBK)	(0)	0	0	0	0	0.00%	100.00%	100.00%	(0)	0	(0)
896 TAXES & SPECIAL ASSESSMENTS	(348)	56	100	40	60	40.19%	100.00%	100.00%	(16)	56	(348)
<b>TOTAL OTHER EXPENDITURES</b>	<b>55,152</b>	<b>77,636</b>	<b>26,328</b>	<b>21,215</b>	<b>5,113</b>	<b>80.58%</b>	<b>100.00%</b>	<b>100.00%</b>	<b>(56,421)</b>	<b>77,636</b>	<b>55,152</b>
<b>OTHER FINANCING USES</b>											

DESCRIPTION	June 30, 2020	June 30, 2021	Revised Budget	Expenses YTD	Budget Remaining	June 30, 2022	June 30, 2021	June 30, 2020	Current YTD vs. Prior YTD	June 30, 2021	June 30, 2020
						% of Budget Expended	% of Actuals Expended	% of Actuals Expended			
910 PERMANENT TRANSFER/OTHER FUNI	0	0	0	0	0	0.00%	0.00%	0.00%	0	0	0
TOTAL OTHER FINANCING USES	0	0	0	0	0	0.00%	0.00%	0.00%	0	0	0
<b>GENERAL FUND TOTAL</b>	<b>12,989,428</b>	<b>27,007,389</b>	<b>16,547,830</b>	<b>15,287,823</b>	<b>1,260,007</b>	<b>92.39%</b>	<b>100.00%</b>	<b>100.00%</b>	<b>(11,719,566)</b>	<b>27,007,389</b>	<b>12,989,428</b>

# GENERAL FUND - EXPENDITURES BY PROGRAM CODE

Goodhue Co Education District | June 30, 2022



DESCRIPTION	June 30, 2020	June 30, 2021	Revised Budget	Expenses YTD	Budget Remaining	June 30, 2022	June 30, 2021	June 30, 2020	Current YTD vs. Prior YTD	June 30, 2021	June 30, 2020
						% of Budget Expended	% of Actuals Expended	% of Actuals Expended			
<b>DISTRICT ADMINISTRATION</b>											
010 BOARD OF EDUCATION	16,440	14,326	26,771	16,794	9,977	62.73%	100.00%	100.00%	2,468	14,326	16,440
030 INSTRUCTIONAL ADMINISTRATION	83,008	65,520	52,224	52,714	(490)	100.94%	100.00%	100.00%	(12,806)	65,520	83,008
<b>TOTAL - DISTRICT ADMINISTRATION</b>	<b>99,448</b>	<b>79,846</b>	<b>78,995</b>	<b>69,508</b>	<b>9,487</b>	<b>87.99%</b>	<b>100.00%</b>	<b>100.00%</b>	<b>(10,339)</b>	<b>79,846</b>	<b>99,448</b>
<b>SITE ADMINISTRATION</b>											
050 SCHOOL ADMINISTRATION	59,029	97,953	279,823	287,209	(7,386)	102.64%	100.00%	100.00%	189,256	97,953	59,029
<b>TOTAL - SITE ADMINISTRATION</b>	<b>59,029</b>	<b>97,953</b>	<b>279,823</b>	<b>287,209</b>	<b>(7,386)</b>	<b>102.64%</b>	<b>100.00%</b>	<b>100.00%</b>	<b>189,256</b>	<b>97,953</b>	<b>59,029</b>
<b>SUPPORT SERVICES</b>											
105 GENERAL ADMINISTRATIVE SUPPORT	85,805	106,875	102,650	111,359	(8,709)	108.48%	100.00%	100.00%	4,484	106,875	85,805
110 BUSINESS SUPPORT SERVICES	116,345	120,651	145,064	144,130	934	99.36%	100.00%	100.00%	23,479	120,651	116,345
<b>TOTAL - SUPPORT SERVICES</b>	<b>202,150</b>	<b>227,526</b>	<b>247,714</b>	<b>255,489</b>	<b>(7,775)</b>	<b>103.14%</b>	<b>100.00%</b>	<b>100.00%</b>	<b>27,963</b>	<b>227,526</b>	<b>202,150</b>
<b>REGULAR INSTRUCTION</b>											
203 EDUCATION,ELEMENTARY GENERAL	85,478	99,611	449,580	290,990	158,590	64.72%	100.00%	100.00%	191,379	99,611	85,478
205 TITLE III, PART A LANGUAGE ACQUISITION	14,929	18,052	34,684	22,563	12,121	65.05%	100.00%	100.00%	4,511	18,052	14,929
211 EDUCATION,SECONDARY GENERAL	657,881	545,999	882,663	328,596	554,067	37.23%	100.00%	100.00%	(217,403)	545,999	657,881
212 VISUAL ART	0	0	75,842	77,730	(1,888)	102.49%	0.00%	0.00%	77,730	0	0
219 ENGLISH LEARNER	365,688	390,669	398,210	421,675	(23,465)	105.89%	100.00%	100.00%	31,006	390,669	365,688
220 ENGLISH, LANGUAGE ARTS	63,448	66,007	143,646	145,804	(2,158)	101.50%	100.00%	100.00%	79,797	66,007	63,448
230 FOREIGN/NATIVE LANGUAGE	0	0	34,270	3,952	30,318	11.53%	0.00%	0.00%	3,952	0	0
240 HEALTH, PHYSICAL ED & RECREATION	6,126	6,833	43,651	23,611	20,040	54.09%	100.00%	100.00%	16,779	6,833	6,126
250 FAMILY LIVING SCIENCE	79,279	80,565	92,231	94,527	(2,296)	102.49%	100.00%	100.00%	13,962	80,565	79,279
255 INDUSTRIAL EDUCATION	0	0	10,729	10,935	(206)	101.92%	0.00%	0.00%	10,935	0	0
256 MATHEMATICS	74,844	78,769	169,460	112,383	57,077	66.32%	100.00%	100.00%	33,613	78,769	74,844
258 MUSIC	0	0	41,000	17,136	23,864	41.80%	0.00%	0.00%	17,136	0	0
260 NATURAL SCIENCES	80,887	83,491	109,809	111,958	(2,149)	101.96%	100.00%	100.00%	28,468	83,491	80,887
270 SOCIAL SCIENCES/SOCIAL STUDIES	64,840	68,633	146,424	146,845	(421)	100.29%	100.00%	100.00%	78,213	68,633	64,840
<b>TOTAL - REGULAR INSTRUCTION</b>	<b>1,493,398</b>	<b>1,438,628</b>	<b>2,632,199</b>	<b>1,808,707</b>	<b>823,492</b>	<b>68.71%</b>	<b>100.00%</b>	<b>100.00%</b>	<b>370,079</b>	<b>1,438,628</b>	<b>1,493,398</b>
<b>VOCATIONAL INSTRUCTION</b>											
380 SPECIAL NEEDS	240,432	255,640	297,665	265,948	31,717	89.34%	100.00%	100.00%	10,307	255,640	240,432
399 CAREER & TECHNICAL GENERAL	68,063	71,555	65,909	75,332	(9,423)	114.30%	100.00%	100.00%	3,777	71,555	68,063
<b>TOTAL - VOCATIONAL INSTRUCTION</b>	<b>308,496</b>	<b>327,195</b>	<b>363,574</b>	<b>341,280</b>	<b>22,294</b>	<b>93.87%</b>	<b>100.00%</b>	<b>100.00%</b>	<b>14,084</b>	<b>327,195</b>	<b>308,496</b>
<b>SPECIAL ED INSTRUCTION</b>											
400 GENERAL SPECIAL EDUCATION	110,607	129,400	90,461	80,142	10,319	88.59%	100.00%	100.00%	(49,258)	129,400	110,607
401 SPEECH/LANGUAGE IMPAIRED	756,820	1,029,586	1,213,079	1,228,195	(15,116)	101.25%	100.00%	100.00%	198,609	1,029,586	756,820
402 MILD,MODERATE COGNITIVE DISAB	118,134	86,123	51,114	47,429	3,685	92.79%	100.00%	100.00%	(38,695)	86,123	118,134
403 SEVERE,PROFOUND COGNITIVE DISAB	20,524	14,407	11,622	8,250	3,372	70.98%	100.00%	100.00%	(6,158)	14,407	20,524
404 PHYSICALLY IMPAIRED	582,179	639,551	651,825	803,049	(151,224)	123.20%	100.00%	100.00%	163,498	639,551	582,179
405 DEAF, HARD OF HEARING	228,154	229,427	303,052	302,027	1,025	99.66%	100.00%	100.00%	72,600	229,427	228,154
406 VISUALLY IMPAIRED	81,877	90,681	94,057	93,355	702	99.25%	100.00%	100.00%	2,674	90,681	81,877
407 SPECIFIC LEARNING DISABILITY	272,073	164,476	235,383	203,144	32,239	86.30%	100.00%	100.00%	38,669	164,476	272,073
408 EMOTIONAL/BEHAVIORAL DISORDER	1,501,672	1,333,715	1,397,371	1,269,502	127,869	90.85%	100.00%	100.00%	(64,213)	1,333,715	1,501,672
410 OTHER HEALTH DISABILITIES	106,049	288,286	366,271	372,427	(6,156)	101.68%	100.00%	100.00%	84,141	288,286	106,049
411 AUTISTIC SPECTRUM DISORDERS	508,490	700,550	693,282	655,751	37,531	94.59%	100.00%	100.00%	(44,799)	700,550	508,490
412 DEVELOPMENTALLY DELAYED	870,576	895,693	835,771	748,659	87,112	89.58%	100.00%	100.00%	(147,033)	895,693	870,576
414 TRAUMATIC BRAIN INJURY	6,815	27,155	1,891	1,892	(1)	100.07%	100.00%	100.00%	(25,263)	27,155	6,815
416 SEVERELY MULTIPLY IMPAIRED	655	2,142	8,160	6,027	2,133	73.86%	100.00%	100.00%	3,886	2,142	655
420 SPECIAL ED,AGGREGATE 3+	2,196,406	2,102,156	2,714,639	2,588,289	126,350	95.35%	100.00%	100.00%	486,133	2,102,156	2,196,406
422 SPECIAL ED,STUDENTS W/O DISABILITES	250,571	243,917	309,066	296,789	12,277	96.03%	100.00%	100.00%	52,872	243,917	250,571
<b>TOTAL - SPECIAL ED INSTRUCTION</b>	<b>7,611,603</b>	<b>7,977,265</b>	<b>8,977,044</b>	<b>8,704,926</b>	<b>272,118</b>	<b>96.97%</b>	<b>100.00%</b>	<b>100.00%</b>	<b>727,661</b>	<b>7,977,265</b>	<b>7,611,603</b>
<b>INSTRUCTIONAL SUPPORT</b>											
610 CURRICULUM CONSULT & DEV	295,945	352,711	358,637	419,677	(61,040)	117.02%	100.00%	100.00%	66,967	352,711	295,945
630 INSTRUCTION,RELATED TECHNOLOGY	59,078	93,319	239,030	247,585	(8,555)	103.58%	100.00%	100.00%	154,266	93,319	59,078
640 STAFF DEVELOPMENT	9,806	2,140	39,300	6,064	33,236	15.43%	100.00%	100.00%	3,924	2,140	9,806
<b>TOTAL - INSTRUCTIONAL SUPPORT</b>	<b>364,829</b>	<b>448,170</b>	<b>636,967</b>	<b>673,327</b>	<b>(36,360)</b>	<b>105.71%</b>	<b>100.00%</b>	<b>100.00%</b>	<b>225,157</b>	<b>448,170</b>	<b>364,829</b>

DESCRIPTION	June 30, 2020	June 30, 2021	Revised Budget	Expenses YTD	Budget Remaining	June 30, 2022	June 30, 2021	June 30, 2020	Current YTD vs. Prior YTD	June 30, 2021	June 30, 2020
						% of Budget Expended	% of Actuals Expended	% of Actuals Expended			
<b>PUPIL SUPPORT SERVICES</b>											
710 SECONDARY COUNSELING/GUIDANCE	0	0	70,889	70,599	290	99.59%	0.00%	0.00%	70,599	0	0
715 SCHOOL SECURITY	0	13,939	0	0	0	0.00%	100.00%	0.00%	(13,939)	13,939	0
720 HEALTH SERVICES	176,681	251,592	304,720	287,496	17,224	94.35%	100.00%	100.00%	35,904	251,592	176,681
730 PSYCHOLOGICAL AND HEALTH SERVICES	780,683	891,511	915,620	927,890	(12,270)	101.34%	100.00%	100.00%	36,378	891,511	780,683
740 SOCIAL WORK SERVICES	406,646	422,317	503,663	506,954	(3,291)	100.65%	100.00%	100.00%	84,636	422,317	406,646
760 PUPIL TRANSPORTATION	3,070	7,070	11,055	7,080	3,975	64.04%	100.00%	100.00%	10	7,070	3,070
790 OTHER PUPIL SUPPORT SERVICES	0	0	0	0	0	0.00%	0.00%	0.00%	0	0	0
<b>TOTAL - PUPIL SUPPORT SERVICES</b>	<b>1,367,080</b>	<b>1,586,429</b>	<b>1,805,947</b>	<b>1,800,017</b>	<b>5,930</b>	<b>99.67%</b>	<b>100.00%</b>	<b>100.00%</b>	<b>213,588</b>	<b>1,586,429</b>	<b>1,367,080</b>
<b>FACILITIES</b>											
810 OPERATIONS & MAINTENANCE	294,452	260,215	327,598	248,378	79,220	75.82%	100.00%	100.00%	(11,837)	260,215	294,452
850 CAPITAL FACILITIES	1,087,154	1,170,901	1,080,163	1,074,515	5,648	99.48%	100.00%	100.00%	(96,387)	1,170,901	1,087,154
865 LTFM NOT PRO 866,867,868	101,790	70,995	117,806	24,468	93,338	20.77%	100.00%	100.00%	(46,527)	70,995	101,790
870 BUILDING CONSTRUCTION	0	0	0	0	0	0.00%	0.00%	0.00%	0	0	0
<b>TOTAL - FACILITIES</b>	<b>1,483,396</b>	<b>1,502,112</b>	<b>1,525,567</b>	<b>1,347,361</b>	<b>178,206</b>	<b>88.32%</b>	<b>100.00%</b>	<b>100.00%</b>	<b>(154,751)</b>	<b>1,502,112</b>	<b>1,483,396</b>
<b>OTHER FINANCING USES</b>											
910 RETIRE LONG TERM OBLIGATIONS	0	13,322,265	0	0	0	0.00%	100.00%	0.00%	(13,322,265)	13,322,265	0
950 TRANSFERS	0	0	0	0	0	0.00%	0.00%	0.00%	0	0	0
<b>TOTAL - OTHER FINANCING USES</b>	<b>0</b>	<b>13,322,265</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0.00%</b>	<b>100.00%</b>	<b>0.00%</b>	<b>(13,322,265)</b>	<b>13,322,265</b>	<b>0</b>
<b>GENERAL FUND TOTAL</b>	<b>12,989,428</b>	<b>27,007,389</b>	<b>16,547,830</b>	<b>15,287,823</b>	<b>1,260,007</b>	<b>92.39%</b>	<b>100.00%</b>	<b>100.00%</b>	<b>(11,719,566)</b>	<b>27,007,389</b>	<b>12,989,428</b>



**GOODHUE CO ED DISTRICT  
2022-23 CASH FLOW**

**AS OF 9-15-22**

**JULY**

DATE	ACCOUNTS PAYABLE	PAYROLL	MISC. RECEIPTS	STATE AID	FEDERAL GRANT	RUNNING BALANCE
7/1/2022	-	-	4,420.75	-	-	328,507.53
7/1/2022	-	-	-	-	-	328,507.53
7/9/2022	-	-	192,045.25	-	-	520,552.78
7/15/2022	(527,984.68)	(258,490.28)	188,008.56	147,548.21	-	69,634.59
7/20/2022	-	-	428,203.01	-	-	497,837.60
7/31/2022	(394,212.36)	(226,502.63)	167.92	67,067.37	194,958.96	139,316.86
<b>ENDING BALANCE</b>	<b>(922,197.04)</b>	<b>(484,992.91)</b>	<b>-</b>	<b>812,845.49</b>	<b>214,615.58</b>	<b>194,958.96</b>

**AUGUST**

DATE	ACCOUNTS PAYABLE	PAYROLL	MISC. RECEIPTS	STATE AID	FEDERAL GRANT	RUNNING BALANCE
8/1/2022	-	-	10,250.00	-	-	149,566.86
8/4/2022	-	(4,377.68)	-	-	-	145,189.18
8/15/2022	(841,683.63)	(282,146.39)	575,795.00	254,855.99	262,725.72	114,735.87
8/17/2022	-	-	311,812.64	-	345,446.54	771,995.05
8/30/2022	(748,091.81)	(279,592.24)	272,130.92	317,975.22	-	334,417.14
<b>ENDING BALANCE</b>	<b>(1,589,775.44)</b>	<b>(566,116.31)</b>	<b>-</b>	<b>1,169,988.56</b>	<b>572,831.21</b>	<b>608,172.26</b>

**SEPTEMBER**

DATE	ACCOUNTS PAYABLE	PAYROLL	MISC. RECEIPTS	STATE AID	FEDERAL GRANT	RUNNING BALANCE
9/1/2022	(173,938.39)	-	91,147.10	-	-	251,625.85
9/15/2022	(190,041.56)	(266,559.30)	-	414,114.87	186,746.53	395,886.39
9/17/2022	(460,513.10)	-	321,713.31	-	-	257,086.61
9/30/2022	(154,053.20)	(214,105.22)	97.90	258,737.25	-	147,763.34
<b>ENDING BALANCE</b>	<b>(978,546.25)</b>	<b>(480,664.52)</b>	<b>-</b>	<b>412,958.31</b>	<b>672,852.12</b>	<b>186,746.53</b>

**OCTOBER**

DATE	ACCOUNTS PAYABLE	PAYROLL	MISC. RECEIPTS	STATE AID	FEDERAL GRANT	RUNNING BALANCE
10/1/2022	-	-	-	-	-	147,763.34
10/9/2022	(257,474.62)	-	206,041.33	-	-	96,330.05
10/15/2022	(152,534.37)	(214,171.00)	-	70,308.91	-	(200,066.41)
10/20/2022	(367,580.45)	-	140,274.10	-	-	(427,372.76)
10/31/2022	(152,715.84)	(213,277.87)	16.97	146,925.82	59,344.59	(587,079.09)
<b>ENDING BALANCE</b>	<b>(930,305.28)</b>	<b>(427,448.87)</b>	<b>-</b>	<b>346,332.40</b>	<b>217,234.73</b>	<b>59,344.59</b>

**NOVEMBER**

DATE	ACCOUNTS PAYABLE	PAYROLL	MISC. RECEIPTS	STATE AID	FEDERAL GRANT	RUNNING BALANCE
11/1/2022	-	-	1,247,482.00	-	-	660,402.91
11/5/2022	(208,182.95)	-	449,696.75	-	-	901,916.71
11/15/2022	(157,050.41)	(221,478.13)	178,129.72	87,886.13	-	789,404.03
11/20/2022	(153,132.14)	-	597,108.19	-	-	1,233,380.08
11/30/2022	(154,608.20)	(214,261.67)	27.36	140,617.82	-	1,005,155.39
<b>ENDING BALANCE</b>	<b>(672,973.70)</b>	<b>(435,739.79)</b>	<b>-</b>	<b>2,472,444.03</b>	<b>228,503.95</b>	<b>-</b>

**DECEMBER**

DATE	ACCOUNTS PAYABLE	PAYROLL	MISC. RECEIPTS	STATE AID	FEDERAL GRANT	RUNNING BALANCE
12/1/2022	(81,281.17)	-	-	-	474,074.05	1,397,948.28
12/8/2022	-	-	-	-	50,784.03	1,448,732.31
12/15/2022	(160,497.71)	(224,224.08)	451,581.95	193,349.50	-	1,708,941.96
12/20/2022	(131,193.05)	-	185,335.80	-	-	1,763,084.71
12/31/2022	(220,965.51)	(226,605.49)	41.72	105,463.36	-	1,421,018.80
<b>ENDING BALANCE</b>	<b>(593,937.44)</b>	<b>(450,829.56)</b>	<b>-</b>	<b>636,959.47</b>	<b>298,812.86</b>	<b>524,858.08</b>

**JANUARY**

DATE	ACCOUNTS PAYABLE	PAYROLL	MISC. RECEIPTS	STATE AID	FEDERAL GRANT	RUNNING BALANCE
1/1/2023	-	-	-	-	-	1,421,018.80
1/8/2023	-	-	173,263.77	-	-	1,594,282.57
1/15/2023	(1,082,015.17)	(222,005.09)	295,201.74	180,923.20	-	766,387.25
1/20/2023	(228,350.28)	-	-	-	-	538,036.97
1/31/2023	(3,524.71)	(223,011.20)	162,205.90	140,617.81	-	614,324.76
<b>ENDING BALANCE</b>	<b>(1,313,890.16)</b>	<b>(445,016.29)</b>	<b>-</b>	<b>630,671.41</b>	<b>321,541.01</b>	<b>614,324.76</b>

**FEBRUARY**

DATE	ACCOUNTS PAYABLE	PAYROLL	MISC. RECEIPTS	STATE AID	FEDERAL GRANT	RUNNING BALANCE
2/1/2023	(244,551.98)	-	-	-	265,748.17	635,520.95
2/15/2023	(162,629.65)	(226,455.41)	-	145,734.44	-	392,170.33
2/20/2023	-	-	290,006.39	-	-	682,176.73
2/28/2023	(248,025.50)	(224,907.45)	263,297.71	175,772.27	-	648,313.76
<b>ENDING BALANCE</b>	<b>(655,207.12)</b>	<b>(451,362.86)</b>	<b>-</b>	<b>553,304.10</b>	<b>321,506.71</b>	<b>648,313.76</b>

**MARCH**

DATE	ACCOUNTS PAYABLE	PAYROLL	MISC. RECEIPTS	STATE AID	FEDERAL GRANT	RUNNING BALANCE
3/1/2023	(163,511.47)	-	238,674.89	-	-	723,477.18
3/15/2023	(160,800.26)	(221,116.38)	220,505.24	175,772.28	-	737,838.07
3/20/2023	(70,404.74)	-	-	-	-	667,433.34
3/31/2023	(163,395.85)	(225,574.30)	130.70	210,926.72	-	489,520.60
<b>ENDING BALANCE</b>	<b>(558,112.31)</b>	<b>(446,690.69)</b>	<b>-</b>	<b>459,310.84</b>	<b>386,699.00</b>	<b>489,520.60</b>

**APRIL**

DATE	ACCOUNTS PAYABLE	PAYROLL	MISC. RECEIPTS	STATE AID	FEDERAL GRANT	RUNNING BALANCE
4/9/2023	(378,746.88)	-	329,434.49	-	-	440,208.21
4/15/2023	(162,743.84)	(224,013.70)	210,796.45	140,617.82	-	404,864.95
4/20/2023	-	-	1,051.29	-	-	405,916.24
4/30/2023	(381,043.52)	(223,493.34)	268,462.12	322,489.52	348,897.98	741,229.00
<b>ENDING BALANCE</b>	<b>(922,534.24)</b>	<b>(447,507.04)</b>	<b>-</b>	<b>809,744.35</b>	<b>463,107.34</b>	<b>741,229.00</b>

**MAY**

DATE	ACCOUNTS PAYABLE	PAYROLL	MISC. RECEIPTS	STATE AID	FEDERAL GRANT	RUNNING BALANCE
5/1/2023	(154,922.14)	-	-	-	2,372.23	588,679.09
5/15/2023	(297,456.72)	(439,314.66)	210,690.47	175,772.28	-	238,370.46
5/20/2023	(125,512.86)	-	222.75	-	-	113,080.35
5/31/2023	(172,475.73)	(239,625.55)	340,625.88	175,772.27	-	217,377.23
<b>ENDING BALANCE</b>	<b>(750,367.45)</b>	<b>(678,940.21)</b>	<b>-</b>	<b>551,539.11</b>	<b>351,544.55</b>	<b>217,377.23</b>

**JUNE**

DATE	ACCOUNTS PAYABLE	PAYROLL	MISC. RECEIPTS	STATE AID	FEDERAL GRANT	RUNNING BALANCE
6/1/2023	(140,613.84)	-	-	-	-	76,763.39
6/15/2023	(274,803.09)	(249,759.30)	56,036.48	-	-	(391,762.52)
6/20/2023	-	-	162,045.81	175,772.27	243,977.04	190,032.60
6/30/2023	(438,244.58)	(291,515.01)	265.87	-	-	(539,461.12)
<b>ENDING BALANCE</b>	<b>(853,661.51)</b>	<b>(541,274.31)</b>	<b>-</b>	<b>218,348.16</b>	<b>175,772.27</b>	<b>(539,461.12)</b>
<b>TOTALS</b>	<b>(10,741,507.94)</b>	<b>(5,856,583.35)</b>	<b>-</b>	<b>9,074,446.23</b>	<b>4,225,021.33</b>	<b>2,435,075.83</b>





Cherie Johnson <cjohnson@gced.k12.mn.us>

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## SFY 2021 Compliance Maintenance of Effort

1 message

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**Berger, Denise (MDE)** <Denise.Berger@state.mn.us>  
To: "cjohnson@gced.k12.mn.us" <cjohnson@gced.k12.mn.us>

Mon, Mar 28, 2022 at 12:09 PM



# Maintenance of Effort (MOE) for Special Education Programs

(Via e-mail delivery)

March 28, 2022

Cheryl Johnson, Director of Special Education  
Goodhue County Education District #6051-61

Dear Director Cheryl Johnson,

This letter serves as official notice that your Local Educational Agency (LEA) has maintained effort for State Fiscal Year (SFY) 2021.

A MOE webinar was held on March 2, 2022. Please refer to the PowerPoint presentation posted on the [Special Education Funding training page](#).

## MOE Report

The report is posted to the [MDE Website \(https://education.mn.gov\)](https://education.mn.gov) under Data Center > Data Reports and Analytics > School Finance Reports: Minnesota Funding Reports (MFR) > Select your district > Select Category: Special Education Maintenance of Effort > Select year: SFY 20-21 > Select Report: Special Education Maintenance of Effort. District reports will include expenditures from cooperative. Cooperative reports will not include expenditures allocated to districts.

Questions related to this memorandum may be directed to the [Special Education Funding and Data Team](#).



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## Status of State Fiscal Year (SFY) 2023 Special Education Application

1 message

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Ricci, Carisa (MDE) <carisa.ricci@state.mn.us>  
To: "cjohnson@gced.k12.mn.us" <cjohnson@gced.k12.mn.us>

Tue, Aug 2, 2022 at 12:13 PM



### Memorandum

TO: Cheryl Johnson  
Special Education Director  
6051-61 Goodhue County Education District

FROM: Paul Ferrin, Supervisor  
Division of School Finance  
Special Education Funding and Data Team

DATE: August 2, 2022

**SUBJECT: Status of State Fiscal Year (SFY) 2023 Special Education Application**

Your annual Special Education Application for state and federal funds for SFY 2023 has been received by the Division of School Finance. Your Local Educational Agency (LEA) has completed the following requirements:

- Submitted a paper copy of the Statement of Assurances (SOA) and state and federal cover sheets to the Minnesota Department of Education (MDE), Division of School Finance.
- Retained the state and federal expenditure lines in the Special Education Data Reporting Application (SEDRA).
- Your LEA has met eligibility maintenance of effort or provided documentation as to why it was not met.
- Submitted the grant application for Part B Section 611 Finance Code (FIN) 419 into the State Educational Record View and Submission (SERVS) Financial system. Allocations will be loaded into SERVS financial in August. LEAs will be required to have their Identified Official with Authority (IOwA) accept the funds under "Manage Allocations/Competitive Awards," by checking the boxes they have read and agree to the Statement of Assurances and by applying their electronic signature.

**Your FY 2023 State Special Education Application has been approved.**

For more information regarding the application process, refer to the April 15, 2022 new year memo entitled "[State Fiscal Year \(SFY\) 2023 Special Education Application Materials and Eligibility for Program Approval](#)" posted on the [MDE special education funding webpage](#) at MDE > Districts, Schools and Educators > Business and Finance > School Finance > Special Education.

**Please note:** For cooperatives and education districts, a copy of this approval letter has been sent to the member districts.



**image001.jpg**  
15K

- C. House File 2 Data Collection - Recovery Services
- D. Minnesota Education District Association (MEDA)
- V. **Old Business:**
  - A. Recording of GCED Board Meetings
- VI. **New Business:**
  - A. Data Sharing Agreement with GCED and Prairie Island Indian Community

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## Educational Data Privacy Agreement

This Agreement is entered into by and between Goodhue County Ed. District ("the School District") and Prairie Island Indian Community ("the Tribe").

### PREAMBLE

The School District and the Tribe have a common goal of increasing student achievement and well-being. It is the intent of the Tribe to address a variety of student needs including, but not limited to, attendance, homework, test preparation, assessment results, social/emotional support, and after-school programming. The ultimate goal is to enhance student achievement and educational experience.

In order for the Tribe to effectively serve students it will sometimes be necessary for the School District and the Tribe to share private education data. Private educational data pertaining to students will not be released to the Tribe without the informed written consent of a Parent of legal guardian, or in the case of a student 18 or over, the informed written consent of the Student. As a Federally-recognized Indian Tribe and a sovereign government, the Tribe is not subject to Minnesota state law. The Tribe agrees to comply with its own laws, including the Data Privacy Ordinance, and any applicable Federal laws, including the Data Privacy Ordinance, and any applicable Federal laws with respect to the receipt, disclosure and maintenance of educational records/data, including the Federal Educational Rights and Privacy Act ("FERPA").

**THEREFORE**, the School District and the Tribe agree to the following terms with respect to the receipt, disclosure and maintenance of private educational data:

1. Definitions:

"Directory information" includes the student's name, address, telephone listing, electronic mail address, photograph, date of birth, dates of attendance, grade level, enrollment status (i.e., full-time or part-time), participation in officially recognized activities and sports, weight and height of members of athletic teams, degrees, honors, and awards received, the most recent educational agency/institution attended, and the name, address, and telephone number of the student's parent(s) in circumstances where the student or their parents have not expressly requested that the information be released only after prior informed written consent.

"Legitimate educational interest" means an interest directly related to classroom instruction, teaching, student achievement and progress, discipline of a student, student health and welfare, and the ability to respond to a request for education data. It includes a person's need to know in order to: (1) perform an administrative task required in the school or employee's contract or position description approved by the school board; (2) perform a supervisory or instructional task directly related to the student's education; or (3) perform a service or benefit for the student or the student's family such as health care, counseling, student job placement, or student financial aid.

2. Treatment and Use of Private Data

The Tribe agrees that it is bound by the terms of the Prairie Island Indian Community Data Privacy Ordinance with regard to any data created, collected, received, stored, used, maintained or disseminated by the Tribe. Information or data related to a student that is designated as "Directory

Information" pursuant to School Board policy and which would not generally be considered harmful or an invasion of privacy if disclosed is not covered by this agreement.

The Tribe may only provide private data received pursuant to this Agreement to employees or representatives of the Tribe who have a legitimate educational interest in the private educational data. Unless authorized or obligated by applicable law or court order, the Tribe agrees that it will not disclose private educational data provided by the School District pursuant to this Agreement to another third party without informed written consent of the School District.

### 3. Confidentiality and Appropriate Safeguards

The Tribe agrees to establish appropriate security safeguards for all private educational data received from the School District. The Tribe will maintain the confidentiality of any and all private educational data received for the School District. The confidentiality requirements under this paragraph shall survive the termination or expiration of this Agreement or the Tribe. To ensure the continued confidentiality and security of private educational data received, processed, stored, or transmitted under this Agreement, the Tribe shall establish a system of safeguards that will, at minimum, include the following:

- a. Procedures and systems that ensure that all private educational data are kept in secured facilities and access to such records is limited to personnel who are authorized to have access to said data under this Agreement.
- b. All designated representatives and employees of the Tribe involved in the handling, transmittal and/or processing of private educational data provided under Agreement will be informed of their obligation to comply with the requirement of applicable law related to educational data privacy and the requirements of this Agreement.
- c. Procedures and systems, such as good practices for assigning passwords, shall be developed and implemented to maintain the integrity of the systems used to secure computer data bases used to process, store, or transmit data provided under this Agreement. The parties agree that email is a secure way to transmit data under this Agreement.

The Tribe may appropriately dispose of/destroy copies of government data provided to them by the School District. When private data is being disposed of/destroyed, the data must be disposed of/destroyed in a way that prevents its contents from being determined. Originals or official copies of any government data provided by the School District, which will be clearly marked as such, can only be disposed on in a manner consistent with the School District's records retention policies.

If the Tribe knows or has reason to believe that a security breach has occurred and an unauthorized person has gained access to private educational data that requires notification by law, the Tribe must notify the School District of this concern. Furthermore, the Tribe must take appropriate action to ensure that circumstances related to the breach of security are rectified and that the risk of further disclosure is eliminated or minimized.

### 4. Indemnification

The School District and the Tribe agree to defend, indemnify, and hold each other, and its officers, employees, and agents harmless from and against any liability, loss, expense (including attorneys' fees), or claims of injury or damages arising out of the performance of the terms of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying member, and/or its officers, employees or agents.

5. Entire Agreement

This document states the entire agreement between the educational institutions with respect to its subject matter and supersedes any previous and contemporaneous or oral representations, statements, negotiations, or agreements.

6. Execution

Each of the persons signing this Agreement on behalf of a party or entity other than a natural person represents that he or she has authority to sign on behalf and to bind such party.

7. Assignment

None of the signatories to this Agreement may assign their rights, duties, or obligations under this Agreement, either in whole or in part, without the prior informed written consent of the other signatories to this Agreement.

8. Severability

If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, such provision shall be fully severable. This Agreement shall remain in full force and effect unaffected by such severance, provided that the severed provision(s) are not material to the overall purpose and operation of this Agreement.

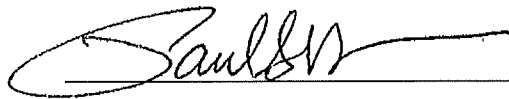
9. Term of this Agreement

This Agreement shall be in effect for the period commencing from the date of execution until August 31, 2023. Either the School District or the Tribe may terminate its participation in this Agreement by delivering written notice of its intent to terminate said participation to the chief executive officer of the other entity.

Signed By:

\_\_\_\_\_  
Clerk, Goodhue County Ed. District

\_\_\_\_\_  
Date

  
\_\_\_\_\_

Education Director, Prairie Island Indian  
Community

9/14/2022  
\_\_\_\_\_

Date

- B. Office Support Staff Recommendations
- C. 1st Reading of Policies 209, 410, 415, 416

## 209 CODE OF ETHICS

**NOTE: A code of ethics establishes standards of conduct that members of a school board create and agree to follow. The principles and values embodied in this code of ethics prioritize board members' obligations to students, the district, and the community. As a written set of expectations, a code of ethics guides board members' decision making and behavior. This model policy offers a starting point for school boards as they create a code that establishes parameters for board member conduct that best serve their district. Minnesota law and rules of parliamentary procedure establish sanctions that a board may choose to pursue.]**

### I. PURPOSE

The purpose of this policy is to assist the individual education board member in understanding his or her role as part of a education district board and in recognizing the contribution that each member must make to develop an effective and responsible education district board.

### II. GENERAL STATEMENT OF POLICY

Each education district board member shall follow the code of ethics stated in this policy.

#### A. AS A MEMBER OF THE EDUCATION DISTRICT BOARD, I WILL:

1. Attend education district board meetings.
2. Come to the meetings prepared for discussion of the agenda items.
3. Listen to the opinions and views of others (including, but not limited to, other education district board members, administration, staff, students, and community members).
4. Vote my conscience after informed discussion, unless I abstain because a conflict of interest exists.
5. Support the decision of the education district board, even if my position concerning the issue was different.
6. Recognize the integrity of my predecessors and associates and appreciate their work.
7. Be primarily motivated by a desire to provide the best possible education for the students of my education district.

8. Inform myself about the proper duties and functions of an education district board member.

B. IN PERFORMING THE PROPER FUNCTIONS OF ~~AN~~AN EDUCATION DISTRICT BOARD MEMBER, I WILL:

1. Focus on education policy as much as possible.
2. Remember my responsibility is to set policy – not to implement policy.
3. Consider myself a trustee of public education and do my best to protect, conserve, and advance its progress.
4. Recognize that my responsibility, exercised through the actions of the education district board as a whole, is to see that the education district programs are properly run – not to run them myself.
5. Work through the executive director – not over or around the executive director.
6. Delegate the implementation of education district board decisions to the executive director.

C. TO MAINTAIN RELATIONS WITH OTHER MEMBERS OF THE EDUCATION DISTRICT BOARD, I WILL:

1. Respect the rights of others to have and express opinions.
2. Recognize that authority rests with the education district board in legal session – not with the individual members of the education district board except as authorized by law.
3. Make no disparaging remarks, in or out of education district board meetings, about other members of the education district board or their opinions.
4. Keep an open mind about how I will vote on any proposition until the board has met and fully discussed the issue.
5. Make decisions by voting in education district board meetings after all sides of debatable questions have been presented.
6. Insist that committees be appointed to serve only in an advisory capacity to the education district board.

D. IN MEETING MY RESPONSIBILITIES TO MY COMMUNITY, I WILL:

1. Attempt to appraise and plan for both the present and future educational needs of the education district and community.

2. Attempt to obtain adequate financial support for the education district's programs.
3. Insist that business transactions of the education district be ethical and open.
4. Strive to uphold my responsibilities and accountability to the taxpayers in my education district.

E. IN WORKING WITH THE EXECUTIVE DIRECTOR OF EDUCATION DISTRICTS AND STAFF, I WILL:

1. Hold the executive director responsible for the administration of the education district.
2. Give the executive director authority commensurate with his or her responsibilities.
3. Assure that the education district will be administered by the best professional personnel available.
4. Consider the recommendation of the executive director in hiring all employees.
5. Participate in education district board action after considering the recommendation of the executive director and only after the executive director has furnished adequate information supporting the recommendation.
6. Insist the executive director keep the education district board adequately informed at all times.
7. Offer the executive director counsel and advice.
8. Recognize the status of the executive director as the chief executive officer and a non-voting, ex officio member of the education district board.
9. Refer all complaints to the proper administrative officer or insist that they be presented in writing to the whole education district board for proper referral according to the chain of command.
10. Present any personal criticisms of employees to the executive director.
11. Provide support for the executive director and employees of the education district so they may perform their proper functions on a professional level.

F. IN FULFILLING MY LEGAL OBLIGATIONS AS AN EDUCATION DISTRICT BOARD MEMBER, I WILL:

1. Comply with all federal, state, and local laws relating to my work as an education district board member.
2. Comply with all education district policies as adopted by the education district board.
3. Abide by all rules and regulations as promulgated by the Minnesota Department of Education and other state and federal agencies with jurisdiction over education districts.
4. Recognize that education district business may be legally transacted only in an open meeting of the education district board.
5. Avoid conflicts of interest and refrain from using my education district board position for personal gain.
6. Take no private action that will compromise the education district board or administration.
7. Guard the confidentiality of information that is protected under applicable law.

***Legal References:*** Minn. Stat. § 123B.02, Subd. 1 (School District Powers)  
Minn. Stat. § 123B.09 (School Board Powers)  
Minn. Stat. § 123B.143, Subd. 1 (Superintendent)

***Cross References:*** MSBA Service Manual, Chapter 1, School Board Member Code of Ethics

## **410 FAMILY AND MEDICAL LEAVE POLICY**

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

### **I. PURPOSE**

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

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

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

### **III. DEFINITIONS**

A. “Covered active duty” means:

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

B. “Covered servicemember” means:

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

takes FMLA leave to care for the covered veteran.

- C. “Eligible employee” means an employee who has been employed by the education district for a total of at least 12 months and who has been employed for at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave. An employee returning from fulfilling his or her Uniformed Services Employment and Reemployment Rights Act (USERRA)-covered service obligation shall be credited with the hours of service that would have been performed but for the period of absence from work due to or necessitated by USERRA-covered service. In determining whether the employee met the hours of service requirement, and to determine the hours that would have been worked during the period of absence from work due to or necessitated by USERRA-covered service, the employee’s pre-service work schedule can generally be used for calculations. While the 12 months of employment need not be consecutive, employment periods prior to a break in service of seven years or more may not be counted unless: (1) the break is occasioned by the employee’s fulfillment of his or her USERRA-covered service obligation; or (2) a written agreement, including a collective bargaining agreement, exists concerning the education district’s intention to rehire the employee after the break in service.
- D. “Military caregiver leave” means leave taken to care for a covered servicemember with a serious injury or illness.
- E. “Next of kin of a covered servicemember” means the nearest blood relative other than the covered servicemember’s spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the covered servicemember by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered servicemember has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of military caregiver leave under the FMLA. When no such designation is made and there are multiple family members with the same level of relationship to the covered servicemember, all such family members shall be considered the covered servicemember’s next of kin, and the employee may take FMLA leave to provide care to the covered servicemember, either consecutively or simultaneously. When such designation has been made, the designated individual shall be deemed to be the covered servicemember’s only next of kin.
- F. “Outpatient status” means, with respect to a covered servicemember who is a current member of the Armed Forces, the status of a member of the Armed Forces assigned to:
1. a military medical treatment facility as an outpatient; or
  2. a unit established for the purpose of providing command and control of members of the Armed Forces receiving care as outpatients.

- G. “Qualifying exigency” means a situation where the eligible employee seeks leave for one or more of the following reasons:
1. to address any issues that arise from a short-notice deployment (seven calendar days or less) of a covered military member;
  2. to attend military events and related activities of a covered military member;
  3. to address issues related to childcare and school activities of a covered military member’s child;
  4. to address financial and legal arrangements for a covered military member;
  5. to attend counseling provided by someone other than a health care provider for oneself, a covered military member, or his/her child;
  6. to spend up to 15 calendar days with a covered military member who is on short-term, temporary rest and recuperation leave during a period of deployment;
  7. to attend post-deployment activities related to a covered military member;
  8. to address ~~parental~~-care needs of a covered military member’s parent who is incapable of self-care; and
  9. to address other events related to a covered military member that both the employee and education district agree is a qualifying exigency.
- H. “Serious health condition” means an illness, injury, impairment, or physical or mental condition that involves:
1. inpatient care in a hospital, hospice, or residential medical care facility; or
  2. continuing treatment by a health care provider.
- I. “Spouse” means a husband or wife. For purposes of this definition, husband or wife refers to the other person with whom an individual entered into marriage as defined or recognized under state law for purposes of marriage in the state in which the marriage was entered into or, in the case of a marriage entered into outside of any state, if the marriage is valid in the place where entered into and could have been entered into in at least one state. This definition includes an individual in a same-sex or common law marriage that either: (1) was entered into in a state that recognizes such marriages; or (2) if entered into outside of any state, is valid in the place where entered into and could have been entered into in at least one state.
- J. “Veteran” has the meaning given in 38 U.S.C. §United States Code section 101.

## IV. LEAVE ENTITLEMENT

### A. Twelve-week Leave under Federal Law

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

**[Note: An employer is permitted to choose any one of the following methods for determining the 12-month period in which the 12 weeks of FMLA leave entitlement occurs: (a) the calendar year; (b) any fixed 12-month leave year, such as a fiscal year, a year required by State law, or a year starting on an employee's anniversary date;(c) the 12-month period measured forward from the date any employee's first FMLA leave; or (d) a "rolling" 12-month period measured backward from the date an employee uses any FMLA leave. It is recommended, however, that districts use the 12-month rolling measurement as it prevents employees from stacking 12-week leave entitlement that could occur if, for example, a calendar or fiscal year is utilized. Where a calendar, fiscal or similar period is used, an employee could use 12 weeks at the end of the period and then again at the beginning of the period, providing an entitlement to a leave of 24 consecutive weeks. If a district changes its definition of a "year" in this policy, it must give employees notice of at least 60 days before implementing this change.]**

3. An employee's entitlement to FMLA leave for the birth, adoption, or foster care of a child expires at the end of the 12-month period beginning on the date of the birth or placement.
4. A "serious health condition" typically requires either inpatient care or

continuing treatment by or under the supervision of a health care provider, as defined by applicable law. Family and medical leave generally is not intended to cover short-term conditions for which treatment and recovery are very brief.

5. A “serious injury or illness,” in the case of a member of the Armed Forces, including a member of the National Guard or Reserves, means:
  - a. injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces or that existed before the beginning of the member’s active duty and was aggravated by service in the line of duty on active duty in the Armed Forces and that may render the member medically unfit to perform the duties of the member’s office, grade, rank, or rating; and
  - b. in the case of a covered veteran who was a member of the Armed Forces, including a member of the National Guard or Reserves, at any time, during the period of five years preceding the date on which the veteran undergoes the medical treatment, recuperation, or therapy, means a qualifying injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces or that existed before the beginning of the member’s active duty and was aggravated by service in the line of duty in the Armed Forces and that manifested itself before or after the member became a veteran, and is:
    - (1) a continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the servicemember unable to perform the duties of the servicemember’s office, grade, rank, or rating; or
    - (2) a physical or mental condition for which the covered veteran has received a U.S. Department of Veterans Affairs Service-Related Disability (VASRD) rating of 50 percent or greater and such VASRD rating is based, in whole or in part, on the condition precipitating the need for military caregiver leave; or
    - (3) a physical or mental condition that substantially impairs the covered veteran’s ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service, or would do so absent treatment; or
    - (4) an injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the

Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

6. Eligible spouses employed by the education district are limited to an aggregate of 12 weeks of leave during any 12-month period for the birth and care of a newborn child or adoption of a child, the placement of a child for foster care, or to care for a parent. This limitation for spouses employed by the education district does not apply to leave taken: by one spouse to care for the other spouse who is seriously ill; to care for a child with a serious health condition; because of the employee's own serious health condition; or pursuant to Paragraph IV.A.1.e. above.
7. Depending on the type of leave, intermittent or reduced schedule leave may be granted in the discretion of the education district or when medically necessary. However, part-time employees are only eligible for a pro-rata portion of leave to be used on an intermittent or reduced schedule basis, based on their average hours worked per week. Where an intermittent or reduced schedule leave is foreseeable based on planned medical treatment, the education district may transfer the employee temporarily to an available alternative position for which the employee is qualified and which better accommodates recurring periods of leave than does the employee's regular position, and which has equivalent pay and benefits.
8. If an employee requests a leave for the serious health condition of the employee or the employee's spouse, child, or parent, the employee will be required to submit sufficient medical certification. In such a case, the employee must submit the medical certification within 15 days from the date of the request or as soon as practicable under the circumstances.
9. If the education district has reason to doubt the validity of a health care provider's certification, it may require a second opinion at the education district's expense. If the opinions of the first and second health care providers differ, the education district may require certification from a third health care provider at the education district's expense. An employee may also be required to present a certification from a health care provider indicating that the employee is able to return to work.
10. Requests for leave shall be made to the education district. When leave relates to an employee's spouse, son, daughter, parent, or covered servicemember being on covered active duty, or notified of an impending call or order to covered active duty pursuant to Paragraph IV.A.1.e. above, and such leave is foreseeable, the employee shall provide reasonable and practical notice to the education district of the need for leave. For all other leaves, employees must give 30 days' written notice of a leave of absence where practicable. The failure to provide the required notice may result in a delay of the requested leave. Employees are expected to make a reasonable effort to schedule leaves resulting from planned medical treatment so as not

to disrupt unduly the operations of the education district, subject to and in coordination with the health care provider.

11. The education district may require that a request for leave under Paragraph IV.A.1.e. above be supported by a copy of the covered military member's active duty orders or other documentation issued by the military indicating active duty or a call to active duty status and the dates of active duty service. In addition, the education district may require the employee to provide sufficient certification supporting the qualifying exigency for which leave is requested.
12. During the period of a leave permitted under this policy, the education district will provide health insurance under its group health plan under the same conditions coverage would have been provided had the employee not taken the leave. The employee will be responsible for payment of the employee contribution to continue group health insurance coverage during the leave. An employee's failure to make necessary and timely contributions may result in termination of coverage. An employee who does not return to work after the leave may be required, in some situations, to reimburse the education district for the cost of the health plan premiums paid by it.
13. The education district may request or require the employee to substitute accrued paid leave for any part of the 12-week period. Employees may be allowed to substitute paid leave for unpaid leave by meeting the requirements set out in the administrative directives and guidelines established for the implementation of this policy, if any. Employees eligible for leave must comply with the family and medical leave directives and guidelines prior to starting leave. The executive director shall be responsible to develop directives and guidelines as necessary to implement this policy. Such directives and guidelines shall be submitted to the education district board for annual review.

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

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

B. Twelve-week Leave under State Law

An employee who does not qualify for parenting leave under Paragraphs IV.A.1.a. or IV.A.1.b. above may qualify for a 12-week unpaid leave which is available to a biological or adoptive parent in conjunction with the birth or adoption of a child, or

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

C. Twenty-six-week Servicemember Family Military Leave

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

allowed to substitute paid leave for unpaid leave by meeting the requirements set out in the administrative directives and guidelines established for the implementation of this policy, if any. Employees eligible for leave must comply with the family and medical leave directives and guidelines prior to starting leave.

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

## V. SPECIAL RULES FOR INSTRUCTIONAL EMPLOYEES

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

employee's return from leave would occur during the last two weeks of the semester.

3. If the instructional employee begins leave for a purpose other than the employee's own serious health condition during the last three weeks of the semester and the leave will last more than five working days, education district may require the employee to continue taking leave until the end of the semester.

4. If the education district requires an instructional employee to extend leave through the end of a semester as set forth in this paragraph, only the period of leave until the employee is ready and able to return to work shall be charged against the employee's FMLA leave entitlement. Any additional leave required by the education district to the end of the school term is not counted as FMLA leave but as an unpaid or paid leave, to the extent the instructional employee has accrued paid leave available and the education district shall maintain the employee's group health insurance and restore the employee to the same or equivalent job, including other benefits, at the conclusion of the leave.

- D. The entire period of leave taken under the special rules will be counted as leave. The education district will continue to fulfill the education district's leave responsibilities and obligations, including the obligation to continue the employee's health insurance and other benefits, if an instructional employee's leave entitlement ends before the involuntary leave period expires.

## VI. OTHER

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

## VII. DISSEMINATION OF POLICY

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

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

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

## 415 MANDATED REPORTING OF MALTREATMENT OF VULNERABLE ADULTS

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

### I. PURPOSE

The purpose of this policy is to make clear the statutory requirements of education district personnel to report suspected maltreatment of vulnerable adults.

### II. GENERAL STATEMENT OF POLICY

A. The policy of the education district is to ~~fully~~ comply fully with ~~Minn. Stat. §Minnesota Statutes section~~ 626.557 requiring education district personnel to report suspected maltreatment of vulnerable adults.

B. A violation of this policy occurs when any district personnel fails to report suspected maltreatment of vulnerable adults when the district personnel has reason to believe that a vulnerable adult is being or has been maltreated, or has knowledge that a vulnerable adult has sustained a physical injury which is not reasonably explained.

### III. DEFINITIONS

A. “Abuse” means:

1. An act against a vulnerable adult that constitutes a violation of, an attempt to violate, or aiding and abetting a violation of: (1) assault in the first through fifth degrees as defined in Minnesota Statutes sections 609.221 to 609.224; (2) the use of drugs to injure or facilitate crime as defined in Minnesota Statutes section 609.235; (3) the solicitation, inducement, and promotion of prostitution as defined in Minnesota Statutes section 609.322; and (4) criminal sexual conduct in the first through fifth degrees as defined in Minnesota Statutes sections 609.342 to 609.3451. A violation includes any action that meets the elements of the crime, regardless of whether there is a criminal proceeding or conviction.

2. Conduct which is not an accident or therapeutic conduct as defined in Minnesota Statutes section 626.5572 which produces or could reasonably be expected to produce physical pain or injury or emotional distress including, but not limited to, the following: (1) hitting, slapping, kicking, pinching, biting, or corporal punishment of a vulnerable adult; (2) use of repeated or malicious oral, written, or gestured language toward a vulnerable adult or the treatment of a vulnerable adult which would be considered by a reasonable person to be disparaging, derogatory, humiliating, harassing, or threatening; (3) use of any aversive or deprivation procedure, unreasonable confinement, or involuntary seclusion, including the forced separation of the vulnerable adult from other persons against the will of the vulnerable adult or the legal representative of the

vulnerable adult; and (4) use of any aversive or deprivation procedures for persons with developmental disabilities or related conditions not authorized under Minnesota Statutes section 245.825.

3. Any sexual contact or penetration as defined in Minn. Stat. § 609.341 between a facility staff person or a person providing services in the facility and a resident, patient, or client of that facility.

4. The act of forcing, compelling, coercing, or enticing a vulnerable adult against the vulnerable adult's will to perform services for the advantage of another.

Abuse does not include actions specifically excluded by Minnesota Statutes section 626.5572, Subd. 2.\

B. "Caregiver" means an individual or facility who has responsibility for the care of a vulnerable adult as a result of a family relationship, or who has assumed responsibility for all or a portion of the care of a vulnerable adult voluntarily, by contract, or by agreement.

C. "Common entry point" means the entity responsible for receiving reports of alleged or suspected maltreatment of a vulnerable adult and designated by the Commissioner of the Minnesota Department of Human Services as the MN Adult Abuse Reporting Center (MAARC).

D. "Financial Exploitation" means a breach of a fiduciary duty by an actor's unauthorized expenditure of funds entrusted to the actor for the benefit of the vulnerable adult or by an actor's failure to provide food, clothing, shelter, health care, therapeutic conduct or supervision, the failure of which results or is likely to result in detriment to the vulnerable adult. Financial exploitation also includes: the willful use, withholding or disposal of funds or property of a vulnerable adult; the obtaining of services for wrongful profit or advantage which results in detriment to the vulnerable adult; the acquisition of a vulnerable adult's funds or property through undue influence, harassment, duress, deception or fraud; and the use of force, coercion, or enticement to cause a vulnerable adult to perform services against the vulnerable adult's will for the profit or advantage of another.

E. "Immediately" means as soon as possible, but no longer than 24 hours from the time initial knowledge that the incident occurred has been received.

F. "Mandated Reporters" means a professional or professional's delegate while engaged in education. ~~any school personnel who has reason to believe that a vulnerable adult is being or has been maltreated.~~

G. "Maltreatment" means the neglect, abuse, or financial exploitation of a vulnerable adult.

H. "Neglect" means the failure or omission by a caregiver to supply a vulnerable adult with care or services, including but not limited to, food, clothing, shelter, health care, or supervision which is: (1) reasonable and necessary to obtain or maintain the vulnerable adult's physical or mental health or safety, considering the physical and mental capacity or dysfunction of the vulnerable adult; and (2) which is not the result of an accident or therapeutic conduct.

I. Neglect also means includes the absence or likelihood of absence of care or services, including but not limited to, food, clothing, shelter, health care, or supervision necessary to maintain the physical and mental health of the vulnerable adult which a

reasonable person would deem essential to obtain or maintain the vulnerable adult's health, safety, or comfort considering the physical or mental capacity or dysfunction of the vulnerable adult. Neglect does not include actions specifically excluded by Minn. Stat. §Minnesota Statutes section 626.5572, Subd. 17.

J. "Education district personnel" means professional employees or their delegates of the education district engaged in providing health, educational, social, psychological, law enforcement, or other caretaking services of vulnerable adults.

K. "Vulnerable adult" means any person 18 years of age or older who: (1) is a resident or inpatient of a facility; (2) receives services required to be licensed under Minn. Stat. Ch. Minnesota Statutes chapter 245A, except as excluded under Minn. Stat. Minnesota Statutes section 626.5572, Subd. 21(a)(2); (3) receives services from a licensed home care provider or person or organization that offers, provides, or arranges for personal care assistance services under the medical assistance program; or (4) regardless of residence or whether any type of service received, possesses a physical or mental infirmity or other physical, mental, or emotional dysfunction that impairs the person's ability to adequately provide adequately for the person's individual's own care without assistance or supervision and, because of the dysfunction or infirmity and need for care or services, has an impaired ability to protect the individual's self from maltreatment.

#### IV. REPORTING PROCEDURES

A. A mandated reporter as defined herein shall immediately report the suspected maltreatment to the common entry point responsible for receiving reports.

B. Whenever a mandated reporter, as defined herein, knows or has reason to believe that an individual made an error in the provision of therapeutic conduct to a vulnerable adult which results in injury or harm, which reasonably requires the care of a physician, such information shall be reported immediately to the designated county agency. The mandated reporter also may report a belief that the error did not constitute neglect and why the error does not constitute neglect.

C. The reporter shall, to the extent possible identify the vulnerable adult, the caregiver, the nature and extent of the suspected maltreatment, any evidence of previous maltreatment, the name and address of the reporter, the time, date, and location of the incident, and any other information that the reporter believes might be helpful in investigating the suspected abuse or neglect. A mandated reporter may disclose not public data, as defined under Minn. Stat. §Minnesota Statutes section 13.02, to the extent necessary to comply with the above reporting requirements.

D. A person mandated to report suspected maltreatment of a vulnerable adult who negligently or intentionally fails to report is liable for damages caused by the failure. A negligent or intentional failure to report may result in discipline. A mandatory reporter who intentionally fails to make a report, who knowingly provides false or misleading information in reporting, or who intentionally fails to provide all the material circumstances surrounding the reported incident may be guilty of a misdemeanor.

E. Retaliation against a person who makes a good faith report under Minnesota law

and this policy, or against vulnerable adult who is named in a report is prohibited.

- F. Any person who intentionally 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. The intentional making of a false report may result in discipline.

## V. INVESTIGATION

The responsibility for investigating reports of suspected maltreatment of a vulnerable adult rests with the entity designated by the county for receiving reports.

## VI. DISSEMINATION OF POLICY AND TRAINING

- A. This policy ~~shall~~should appear in education district personnel handbooks ~~where~~as appropriate.
- B. The education district will develop a method of discussing this policy with employees ~~where~~as appropriate.
- C. This policy ~~shall~~should be reviewed at least annually for compliance with state law.

**Legal References:** Minn. Stat. § 13.02 (~~Collection, Security, and Dissemination of Records; Government Data Practices; Definitions~~)  
Minn. Stat. C. 245A (Human Services Licensing)  
Minn. Stat. § 245.825 (Aversive and Deprivation Procedures; Licensed Facilities and Services)  
Minn. Stat. §§ 609.221-609.224 (Assault)  
Minn. Stat. § 609.~~234 (Crimes Against the Person)~~232 (Crimes Against Vulnerable Adults; Definitions)  
Minn. Stat. § 609.235 (Use of Drugs to Injure or Facilitate Crime)  
Minn. Stat. § 609.322 (Solicitation, Inducement, and Promotion of Prostitution; Sex Trafficking)  
Minn. Stat. § 609.341 (Definitions)  
Minn. Stat. §§ 609.342-609.3451 (Criminal Sexual Conduct)  
Minn. Stat. § 626.557 (Reporting of Maltreatment of Vulnerable Adults)  
Minn. Stat. § 626.5572 (Definitions)  
*In re Kleven*, 736 N.W.2d 707 (Minn. App. 2007)

**Cross References:** MSBA/MASA Model Policy 103 (Complaints – Students, Employees, Parents, Other Persons)  
MSBA/MASA Model Policy 211 (Criminal or Civil Action Against School District, School Board Member, Employee, or Student)  
MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)  
MSBA/MASA Model Policy 406 (Public and Private Personnel Data)

MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)

[MSBA/MASA Model Policy 515 \(Protection and Privacy of Pupil Records\)](#)

## 416 DRUG AND ALCOHOL TESTING

*[Note: Drug and ~~Alcohol~~ alcohol Testing-testing of school bus drivers and applicants is mandatory under federal law. The mandatory testing is described under Part III. of the policy. Testing of other employees or testing of school bus drivers beyond that mandated by federal law is optional ~~but~~ 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. To preserve the right to request or require education district employees who are not bus drivers and applicants to undergo drug and/or alcohol testing or to require bus drivers to submit to testing that is not federally mandated, an education district should adopt Part IV. as part of its drug and alcohol testing policy.]*

### I. PURPOSE

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

### II. GENERAL STATEMENT OF POLICY

- A. All education district employees and job applicants whose positions require a commercial driver's license will be required to undergo drug and alcohol testing in accordance with federal law and the applicable provisions of this policy. The education district also may request or require that drivers submit to drug and alcohol testing in accordance with the provisions of this policy and as provided in ~~Minn. Stat. §§~~ Minnesota Statutes, sections 181.950-181.957.
- B. The education district may request or require that any education district employee or job applicant, other than an employee or applicant whose position requires a commercial driver's license, submit to drug and alcohol testing in accordance with the provisions of this policy and as provided in ~~Minn. Stat. §§~~ 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, ~~regardless of~~ whether or not it has been prescribed for the employee, is prohibited on education district property (which includes education district vehicles), while operating education district vehicles or equipment, and at any education district-sponsored program or event. Use of drugs ~~which that~~ are not medically prescribed, including medical cannabis, ~~regardless of~~ 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 education district property. Employees under the influence of drugs ~~which that~~ are not medically prescribed are prohibited from entering or remaining on education district property.
- D. The use, possession, sale, purchase, transfer, or dispensing of alcohol is prohibited on education district property (which includes education district vehicles), while operating education district vehicles or equipment, and at any education district-sponsored program or event. Use of alcohol is also prohibited throughout the school or work day, including lunch or other breaks, whether or not the employee is on or off education district property. Employees under the influence of alcohol are prohibited from entering or remaining on education district property.
- E. Any employee who violates this section shall be subject to discipline ~~which that~~ includes, but is not limited to, immediate suspension without pay and immediate discharge.

### **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 education 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 ~~which~~ that is designed to transport 16 or more passengers, including the driver.
5. “Designated Employer Representative” (DER) means ~~a designated education district representative authorized~~ 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, ~~and to~~. The DER receives test results and other communications for the education 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.
- ~~7.8.~~ “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.
- ~~8.9~~ “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.
- ~~9.11.~~ “Medical Review Officer” (MRO) means a licensed physician responsible for receiving and reviewing laboratory results generated by the education district’s drug testing program and for evaluating medical explanations for certain drug tests.
- ~~10.12.~~ “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 education 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 ~~52~~ 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 education 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 he or she has left before it commences is not deemed to have refused to submit to testing.

~~11~~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.

~~12~~14. "Screening Test Technician" (STT) means anyone who instructs and assists individuals in the alcohol testing process and operates an ASD.

~~13~~15. "Stand Down" means ~~to the practice of~~ temporarily ~~remove-removing~~ an employee from performing safety-sensitive functions based only upon after a laboratory reports to the MRO of a confirmed positive test for a drug or drug metabolite, an adulterated test, or a substituted test ~~result but~~ before the MRO completes the verification process.

~~14~~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: ~~The f~~Federal regulations require that education districts provide materials to bus drivers explaining the education district's policies and procedures and the*

*federal requirements with respect to the mandatory drug and alcohol testing of bus drivers. 49 C.F.R. §Code of Federal Regulations section 382.601. ~~All~~Most of the required information is contained within this model policy. Additional materials to be provided to employees are described in Paragraph 2. of ~~this~~ Section C.]*

1. The education 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 education 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 drug problem (the driver's or the co-worker's); and available methods of intervening when an alcohol or ~~drug-controlled substance~~ problem is suspected, including confrontation, referral to an employee assistance program, and/or referral to management.
3. The education district shall provide written notice to representatives of employee organizations that the information described above is available.
4. The education district shall require each driver to sign a statement certifying that ~~he or she~~the driver has received a copy of the policy and materials. This statement should be in the form of Attachment A to this policy. The education 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 an education district to obtain a signed statement from each driver certifying that he or she has received a copy of these materials. 49 C.F.R. §Code of Federal Regulations 382.601(d). The original signed certificate must be maintained by the education district and a copy may be provided to the driver.]*

D. Alcohol and Controlled Substances Testing Program Manager

*[Note: Education 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 C.F.R. §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 education 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 C.F.R. §§Code of Federal Regulations 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 ~~he or she~~ 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 education district) from a licensed ~~physician~~ 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 education district ~~which-that~~ prohibit ~~the~~ 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 education district premises or operating any education 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 C.F.R. §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 education 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 policy-policies~~ of the education district.

G. Prescription Drugs/Cannabinoid Products

A driver shall inform ~~his or her~~ 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 education 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

1. Pre-Employment Testing

*[Note: 49 C.F.R. §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 education district.

*[Note: A education district is permitted, but not required, to conduct pre-*

*employment testing for the use of alcohol. If an education 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. ~~In order to~~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 education 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 f~~Federal regulations require education 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 C.F.R. §Code of Federal Regulations section 382.413 and 49 C.F.R. §Code of Federal Regulations section 40.25. If not feasible, education 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 education districts make good faith efforts to obtain the information and to make a record of those efforts to be retained in the driver's qualification file.]*

- d. The applicant also must be asked whether he or she has tested positive, or refused to test, on any pre-employment drug or alcohol test administered by an employer to which the employee, during the last two (2) years, applied for, but did not obtain, safety-sensitive transportation work covered by DOT testing rules.
- e. Before employing a driver subject to controlled substances and alcohol testing, the school district must conduct a full pre-employment query of the federal Commercial Driver's License (CDL) Drug and Alcohol Clearinghouse ("Clearinghouse") to obtain information about whether the driver (1) has a verified positive, adulterated, or substituted controlled 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 an accident in violation of federal law or used a controlled

substance in violation of federal law. The applicant must give specific written or electronic consent for the education district to conduct the Clearinghouse full query. The education district shall retain the consent for three (3) years from the date of the query.

### 2.3. Post-Accident Testing

*[Note: ~~49 C.F.R. §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 education 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 education 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 education 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.

### 3.4. Random Testing

*[Note: ~~49 C.F.R. §Code of Federal Regulations section~~ 382.305 governs random testing of drivers.]*

- a. The education 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) ~~lowered-set~~ the random alcohol selection and testing rate ~~from at 10%~~ 25% of the average number of driver positions ~~to 10% in 1998~~ and evaluates this minimum percentage each year. Education 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 education 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 education 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.

#### 4.5. Reasonable Suspicion Testing

*[Note: ~~49 C.F.R. §~~ Code of Federal Regulations section 382.307 governs reasonable suspicion testing of drivers.]*

- a. The education district shall require a driver to submit to an alcohol test and/or controlled substances, including medical cannabis, test when a supervisor or education 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 education 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 education district shall cease attempts to administer the test and state in the record the reasons for not administering the test.
- d. The supervisor or education 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 C.F.R. §§~~Code of Federal Regulations sections 382.309, 40.23(d), and 40.305 govern return-to-duty testing.]*

- 5-6. 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 education 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 C.F.R. §§ 382.311, 40.307, and 40.309 govern follow-up testing.]*

~~6.7.~~ 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.

~~7.8.~~ Refusal to Submit and Attendant Consequences

*[Note: Consequences for refusals to submit to required drug and alcohol tests are addressed generally in 49 ~~C.F.R.~~ §§Code of Federal Regulations sections 40.191, 40.261, and 382.211. They are more specifically addressed in 49 ~~C.F.R.~~ §§Code of Federal Regulations sections 382.501-382.507 and in 49 U.S.C. § 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 ~~U.S.C.~~ §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 C to this policy.

## I. Testing Procedures

### 1. Drug Testing

*[Note: The Federal Drug Testing Custody and Control Form (CCF) must be used to document every urine collection required by the DOT drug testing program. 49 ~~C.F.R.~~ §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 education 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 education 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 education district is informed and no further action is necessary. If the test result is confirmed positive, adulterated, substituted, or invalid, the MRO shall give the donor an opportunity to discuss the test result. The MRO will contact the donor directly, on a confidential basis, to determine whether the donor wishes to discuss the test result. The MRO shall notify each donor that the donor has seventy-two (72) hours from the time of notification in which to request a test of the split specimen at the donor's expense. No split specimen testing is done for an invalid result.
- d. If the donor requests an analysis of the split specimen within seventy-two (72) hours of having been informed of a confirmed positive test, the MRO shall direct, in writing, the laboratory to provide the split specimen to another Department of Health and Human Services – SAMHSA certified laboratory for analysis. If the donor has not contacted the MRO within seventy-two (72) hours, the donor may present the MRO information documenting that serious illness, injury, inability to contact the MRO, lack of actual notice of the confirmed positive test, or other circumstances unavoidably prevented the donor from timely making contact. If the MRO concludes that a legitimate explanation for the donor's failure to contact him/her within 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 C.F.R. § sectionCode of Federal Regulations 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 education 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 ~~Minn. Stat.~~ §Minnesota Statute section 221.031, Subd. 10. Nevertheless, education districts may decide to comply with the state law requirements for various reasons (such as to treat all education district employees equally since employees subject to testing only under state law are accorded these additional rights). Consultation with the education district's legal counsel is recommended.]*

- 2. The education district will not discharge a driver who, for the first time, receives a confirmed positive drug or alcohol test UNLESS:
  - a. The education 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 education 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 [*name, address, telephone number*], which is a laboratory certified by the Department of Health and Human

Services – SAMHSA to perform controlled substances testing pursuant to federal regulations.

L. Confidentiality of Test Results

All alcohol and controlled substances test results and required records of the drug and alcohol testing program are considered confidential information under federal law and private data on individuals as that phrase is defined in ~~Minn. Stat. Ch. Minnesota Statute Chapters~~ 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 education 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 education districts are detailed in the federal regulations 49 C.F.R. §§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
<del>Collection records</del> Alcohol and controlled substance collection procedures	2 years
Negative and cancelled <del>drug-controlled substance</del> 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 education 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 education 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 education district.

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

- b. If the education 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 education district is not required to provide an SAP evaluation or any subsequent recommended education or treatment.

*[Note: Education 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 education district, after consultation with legal counsel, chooses to comply voluntarily with these requirements, Subparagraph b., above, can be modified as follows:*

*b. The education 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 education 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 education

district to discipline or discharge a driver for conduct which not only constitutes prohibited conduct under this policy but also violates the education district's other rules or policies.

P. Other Testing

The education 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 Minn. Stat. §§Minnesota Statute 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, education districts clearly are exempt from the state drug and alcohol testing requirements in Minn. Stat. §§Minnesota Statute sections 181.950-181.957. See Minn. Stat. §Minnesota Statute section 221.031, Subd.subdivision 10. When testing beyond the federally mandated requirements, however, education districts still must comply with state law.]*

Q. Report to Clearinghouse

The education district shall promptly submit to the Clearinghouse any record generated of an individual who refuses to take an alcohol or controlled substance test required under Title 49, Code of Federal Regulations, tests positive for alcohol or a controlled substance in violation of federal regulations, or violates subpart B 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 education 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 education 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 regulations. The education district shall comply with the query requirements set forth in 49 Code of Federal

Regulations 382.701.

2. The education district may not access an individual's Clearinghouse record unless the education 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 education district must retain the consent for three (3) years from the date of the last query. The education district shall retain for three (3) years a record of each request for records from the Clearinghouse and the information received pursuant to the request.
3. The education district shall protect the individual's privacy and confidentiality of each Clearinghouse record it receives. The education 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 education district.
4. The education 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 education district.

#### **IV. DRUG AND ALCOHOL TESTING FOR OTHER EMPLOYEES**

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

A. Circumstances Under Which Drug or Alcohol Testing May Be Requested or Required:

1. General Limitations

- a. The education district will not request or require an employee or job applicant whose position does not require a commercial driver's license to undergo drug or alcohol testing, unless the testing is done pursuant to this drug and alcohol testing policy; and is conducted by a testing laboratory ~~which participates in one of the programs that meets one of the criteria~~ listed in Minn. Stat. §Minnesota Statute section 181.953, Subd-subdivision 1.
- b. The education 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 on an arbitrary and capricious basis. 69

2. Job Applicant Testing

The education 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 ~~which~~ that is contingent on the applicant's passing drug and alcohol testing, the education 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 education district shall notify the job applicant of the reason for its action.

3. Random Testing

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

4. Reasonable Suspicion Testing

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

- a. is under the influence of drugs or alcohol;
- b. has violated the education district's written work rules prohibiting the use, possession, sale, or transfer of drugs or alcohol while the employee is working or while the employee is on the education district's premises or operating the education district's vehicles, machinery, or equipment;
- c. has sustained a personal injury, as that term is defined in Minn. Stat. §Minnesota Statute section 176.011, Subd.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.

5. Treatment Program Testing

The education district may request or require any employee to undergo drug and alcohol testing if the employee has been referred by the education 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 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.

6. Routine Physical Examination Testing

The education 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.

B. No Legal Duty to Test

The education 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.

C. Definitions

1. "Drug" means a controlled substance as defined in Minnesota Statutes, including medical cannabis, regardless of enrollment in the state registry program.
2. "~~Drug and alcohol~~ Alcohol testing ~~Testing,~~" "~~drug~~ Drug or ~~alcohol~~ Alcohol testing ~~Testing,~~" and "~~drug~~ Drug or ~~alcohol~~ Alcohol test ~~Test~~" mean analysis of a body component sample ~~according to the standards established under one of the programs by a testing laboratory that meets one of the criterias~~ listed in Minn. Stat. § Minnesota Statutes section 181.953, Subd. subdivision 1, for the purpose of measuring the presence or absence of drugs, alcohol, or their metabolites in the sample tested.
3. "Other Employees" means any persons, independent contractors, or persons working for an independent contractor who perform services for the education district for compensation, either full time or part time, in whatever form, except for persons whose positions require a commercial driver's license, and includes both professional and nonprofessional personnel. Persons whose positions require a commercial driver's license are primarily governed by the provisions of the education district's drug and alcohol testing policy relating to school bus drivers (Section III.). To the extent that the drug and alcohol testing of persons whose positions require a commercial driver's license is not mandated by federal law and regulations, such testing shall be governed by Section IV. of this policy and the drivers shall fall within this definition of "other employees."
4. "Job ~~applicant~~ Applicant" means a person, independent contractor, or person

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

5. "Positive ~~test~~ Test result ~~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 Minn. Stat. §Minnesota Statutes section 181.953, Subd.subdivision 1.
6. "Random ~~selection~~ Selection basis ~~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 education district discretion to waive the selection of any employee selected under the mechanism.
7. "Reasonable ~~suspicion~~ Suspicion" means a basis for forming a belief based on specific facts and rational inferences drawn from those facts.
8. "Safety-~~sensitive~~ Sensitive position ~~Position~~" means a job, including any supervisory or management position, in which an impairment caused by drug or alcohol usage would threaten the health or safety of any person.

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 ~~this Section~~ 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, the education 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 education district's drug and alcohol testing policy.

2. Notice of Test Results

Within three (3) working days after receipt of a test result report from the testing laboratory, the education district shall inform in writing an employee or job applicant who has undergone drug or alcohol 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 education 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 education district a copy of the test result report on any drug or alcohol test.

4. Notice of and Right to Explain Positive Test Result

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

b. The education 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 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 marijuana. MROs will verify a drug test confirmed as positive, even if an employee claims to have only used nonintoxicating cannabinoids or edible cannabinoid product.

~~d.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 education 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 education district shall provide ~~him or her~~ the individual with notice of the test results and, at the same time, written notice of the right to request a confirmatory retest of the original sample at his or her expense.

b. An employee or job applicant may request a confirmatory retest of the original sample at his or her own expense after notice of a positive test result on a confirmatory test. Within five (5) working days after notice of the confirmatory test result, the employee or job applicant shall notify the education district in writing of his or her intention to obtain a confirmatory retest. Within three (3) working days after receipt of the notice, the education 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 ~~Minn. Stat. §Minnesota Statutes section~~ 181.953, ~~Subd. 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 or alcohol threshold detection levels as used in the original confirmatory test. If the confirmatory retest does not confirm the original positive test result, no adverse personnel action based on the original confirmatory test may be taken against the employee or job applicant.

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

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

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

1. The education 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 education 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 requested by the education district, unless the following conditions have been met:
  - a. The education 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 education 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 education 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 education 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 education 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 education 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 education district to lose money or licensing-related benefit under federal law or regulations.

6. The education 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 education district property during the hours of employment.
7. An employee must be given access to information in ~~his or her~~ the individual's personnel file relating to positive test result reports and other information acquired in the drug and alcohol testing process and conclusions drawn from and actions taken based on the reports or other acquired information.

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

If a job applicant has received a job offer made contingent on the applicant's passing drug and alcohol testing, the education 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 education district may withdraw the job offer.

H. Chain-of-Custody Procedures

The education 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 education 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 Minn. Stat. Ch. Minnesota Statutes Chapter 13, and may not be disclosed by the education 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 Minn. Stat. Ch. 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 education 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 education district shall provide written notice of this drug and alcohol testing policy to all affected employees upon adoption of the policy, to a previously non-affected employee upon transfer to an affected position under the policy, and to a job applicant upon hire and before any testing of the applicant if the job offer is made contingent on the applicant's passing drug and alcohol testing. Affected employees and applicants will acknowledge receipt of this written notice in the form of Attachment G to this policy.

## V. POSTING

The education 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; ~~Definitions~~)  
Minn. Stat. § 152.23 (~~Limitations~~; Medical Cannabis; ~~Limitations~~)  
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)
- Cross-References:** MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of Education 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)

- VII. **Other:**
- VIII. **Comments: Board/Director**
- IX. **Next Meeting Date: November 3rd, 2022 at 7:00 PM at the River Bluff Education Center in Red Wing.**
- X. **Adjournment**