Goodhue County Education District Board Agenda
Thursday, August 28, 2025 at 7:00 PM
River Bluff Education Center, Red Wing
395 Guernsey Ln
Red Wing, MN 55066

AGENDA

I. **Pledge of Allegiance:**
II. **Call to Order/Adoption of Agenda:**
III. **Consent Agenda:**
   A. Approval of Claims: JoLyn Williams
   B. Approval of Claims: 2

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		41147		Wire	1	04060		PERA-PUBLIC EMPLOYEES RETIREMT		No	Yes	No	07/18/2025	42.88
MERC		41148		Wire	1	04062		MN TEACHERS RETIREMENT ASSOC		No	Yes	No	07/18/2025	1,508.06
MERC		41149		Wire	1	2392		US DEPT. OF TREASURY		No	Yes	No	07/18/2025	3,306.40
MERC		41150		Wire	1	2396		MN Dept of Revenue		No	Yes	No	07/18/2025	602.24
MERC		41171		Direct Pymt	1	02672		METRO SALES, INC.		Yes	No	No	07/30/2025	816.00
MERC		41172		Direct Pymt	1	04565		ZUMBROTA-MAZEPPA PUBLIC SCHOOL		Yes	No	No	07/30/2025	3,457.57
MERC		41173		Direct Pymt	1	09129		RED WING IND SCHOOL DIST 256		Yes	No	No	07/30/2025	2,963.55
MERC		41174		Direct Pymt	1	1483		LAKE CITY PUBLIC SCHOOLS		Yes	No	No	07/30/2025	1,357.53
MERC		41175		Direct Pymt	1	1497		BODENHAMER, SUSAN		Yes	No	No	07/30/2025	232.68
MERC		41176		Direct Pymt	1	2316		ST. CHARLES PUBLIC SCHOOLS		Yes	No	No	07/30/2025	6,680.00
MERC		41177		Direct Pymt	1	2585		TEACHERS ON CALL		Yes	No	No	07/30/2025	580.50
MERC		41178		Direct Pymt	1	3002		MOLDE-BOEDING, JAYNE		Yes	No	No	07/30/2025	635.25
MERC		41179		Direct Pymt	1	3233		O'DONNELL, CASEY		Yes	No	No	07/30/2025	128.55
MERC		41180		Direct Pymt	1	3249		BUCHAL, AMY		Yes	No	No	07/30/2025	85.40
MERC		41181		Direct Pymt	1	3415		AMAZON CAPITAL SERVICES		Yes	No	No	07/30/2025	1,290.17
MERC		41182		Direct Pymt	1	3601		ESPIRICUETA VALDEZ, ILIANA		Yes	No	No	07/30/2025	1,549.10
MERC	2	41183		Direct Pymt	1	3628		AMPION PBC C/O DEPT. 8121		Yes	No	No	07/30/2025	4,330.94
MERC		41184		Direct Pymt	1	3643		AWOLOPE, KAYLA		Yes	No	No	07/30/2025	672.00
MERC		41185		Direct Pymt	1	3673		AMPION PBC C/O DEPT. 8125		Yes	No	No	07/30/2025	109.82
MERC		41186		Direct Pymt	1	2081		RENAISSANCE LEARNING		Yes	No	No	07/30/2025	41,690.12
MERC		41187		Wire	1	03977		SOUTHEAST SERVICE COOPERATIVE		No	No	No	07/30/2025	112,752.52
MERC		41188		Wire	1	1280		DELTA DENTAL PLAN OF MN		No	No	No	07/30/2025	7,453.21
MERC		41189		Wire	1	2216		KWIK TRIP EXTENDED NETWORK		No	Yes	No	07/30/2025	168.49
MERC		41190		Wire	1	3232		ENTERPRISE FM TRUST		No	Yes	No	07/30/2025	4,075.69
MERC		41191		Wire	1	3641		EMPLOYERS PREFERRED INS. CO		No	Yes	No	07/30/2025	9,541.20
MERC		41192		Direct Pymt	1	09118		EDUCATION MN - GCED		Yes	No	No	07/30/2025	3,264.64
MERC		41193		Direct Pymt	1	1984		E. B. C., LLC/Flex Contributions		Yes	No	No	07/30/2025	452.09
MERC		41194		Direct Pymt	1	3235		Goodhue Co Ed Dist Paraprofessional Unic		Yes	No	No	07/30/2025	146.16
MERC		41195		Wire	1	04060		PERA-PUBLIC EMPLOYEES RETIREMT		No	Yes	No	07/30/2025	3,442.57
MERC		41196		Wire	1	04062		MN TEACHERS RETIREMENT ASSOC		No	Yes	No	07/30/2025	69,229.55
MERC		41197		Wire	1	2284		E. B. C.., LLC /ACS		No	Yes	No	07/30/2025	19,712.29
MERC		41198		Wire	1	2392		US DEPT. OF TREASURY		No	Yes	No	07/30/2025	94,153.13
MERC		41199		Wire	1	2396		MN Dept of Revenue		No	Yes	No	07/30/2025	16,956.50
MERC		41200		Wire	1	2501		Merchants Bank		No	Yes	No	07/30/2025	5,459.32
MERC		41218		Direct Pymt	1	00707		MENARD'S RED WING		Yes	No	No	08/14/2025	154.93
MERC		41219		Direct Pymt	1	02672		METRO SALES, INC.		Yes	No	No	08/14/2025	737.96
MERC		41220		Direct Pymt	1	09270		CRISIS PREVENTION INST., INC.		Yes	No	No	08/14/2025	17,809.80
MERC		41221		Direct Pymt	1	2081		RENAISSANCE LEARNING		Yes	No	No	08/14/2025	5,234.00

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		41222		Direct Pymt	1	2386		HANSEN, CARRIE		Yes	No	No	08/14/2025	347.20
MERC		41223		Direct Pymt	1	2645		WPS PUBLISHING		Yes	No	No	08/14/2025	606.10
MERC		41224		Direct Pymt	1	2951		SHI		Yes	No	No	08/14/2025	6,965.00
MERC		41225		Direct Pymt	1	3415		AMAZON CAPITAL SERVICES		Yes	No	No	08/14/2025	6.84
MERC		41226		Direct Pymt	1	3522		CUSTOM ALARM		Yes	No	No	08/14/2025	799.80
MERC		41227		Direct Pymt	1	3616		PRICE, MORGAN		Yes	No	No	08/14/2025	124.60
MERC		41228		Direct Pymt	1	3623		E.B.C. LLC/FLEX MONTHLY		Yes	No	No	08/14/2025	125.00
MERC		41229		Direct Pymt	1	3644		BANKS, LISA		Yes	No	No	08/14/2025	53.24
MERC		41230		Wire	1	2216		KWIK TRIP EXTENDED NETWORK		No	No	No	08/14/2025	66.85
MERC		41231		Direct Pymt	1	2081		RENAISSANCE LEARNING		Yes	No	No	08/14/2025	798.40
MERC		41232		Direct Pymt	1	09118		EDUCATION MN - GCED		Yes	No	No	08/15/2025	3,264.64
MERC		41233		Direct Pymt	1	1984		E. B. C., LLC/Flex Contributions		Yes	No	No	08/15/2025	452.09
MERC		41234		Direct Pymt	1	3235		Goodhue Co Ed Dist Paraprofessional Unic		Yes	No	No	08/15/2025	146.16
MERC		41235		Wire	1	04060		PERA-PUBLIC EMPLOYEES RETIREMT		No	No	No	08/15/2025	4,244.71
MERC		41236		Wire	1	04062		MN TEACHERS RETIREMENT ASSOC		No	No	No	08/15/2025	75,259.40
MERC		41237		Wire	1	2284		E. B. C.., LLC /ACS		No	No	No	08/15/2025	19,703.65
MERC	3	41238		Wire	1	2392		US DEPT. OF TREASURY		No	No	No	08/15/2025	105,386.12
MERC		41239		Wire	1	2396		MN Dept of Revenue		No	No	No	08/15/2025	18,972.98
MERC		41240		Wire	1	2501		Merchants Bank		No	No	No	08/15/2025	5,459.32
MERC		41241		Wire	1	09346		MINNESOTA UC FUND		No	Yes	No	07/31/2025	(2,371.58)
MERC		41047	21954	Check	1	2571		ANCHOR PROMOTIONS		Yes	No	Yes	08/15/2025	(275.92)
MERC		41166	21990	Check	1	3347		ASL INTERPRETING SERVICES, INC		Yes	No	No	07/30/2025	151.00
MERC		41170	21991	Check	1	3782		CAMBRIDGE-ISANTI SCHOOLS		Yes	No	No	07/30/2025	577.50
MERC		41158	21992	Check	1	2362		CHATFIELD PUBLIC SCHOOLS		Yes	No	No	07/30/2025	2,235.68
MERC		41152	21993	Check	1	1132		CULLIGAN		Yes	No	No	07/30/2025	31.00
MERC		41160	21994	Check	1	2376		DOVER-EYOTA ISD #533		Yes	No	No	07/30/2025	4,148.00
MERC		41163	21995	Check	1	2871		EMC Insurance Companies		Yes	No	No	07/30/2025	14,527.35
MERC		41162	21996	Check	1	2778		ESTR PUBLICATIONS		Yes	No	No	07/30/2025	134.60
MERC		41161	21997	Check	1	2531		FIRST STUDENT		Yes	No	No	07/30/2025	171.95
MERC		41155	21998	Check	1	2289		FOLLETT SCHOOL SOLUTIONS, LLC		Yes	No	No	07/30/2025	1,299.00
MERC		41151	21999	Check	1	00367		KENYON-WANAMINGO PUBLIC SCHOC		Yes	No	No	07/30/2025	1,066.70
MERC		41156	22000	Check	1	2330		LaCRESCENT-HOKAH PUBLIC SCHOOL		Yes	No	No	07/30/2025	1,353.53
MERC		41157	22001	Check	1	2339		LANESBORO PUBLIC SCHOOLS		Yes	No	No	07/30/2025	1,457.66
MERC		41165	22002	Check	1	3296		MUTUAL OF OMAHA		Yes	No	No	07/30/2025	2,918.16
MERC		41164	22003	Check	1	3267		NORTH RISK PARTNERS - C.O. BROWN		Yes	No	No	07/30/2025	9,716.67
MERC		41154	22004	Check	1	1227		PAR, INC.		Yes	No	No	07/30/2025	198.00
MERC		41153	22005	Check	1	1150		PHONAK, LLC		Yes	No	No	07/30/2025	2,205.62
MERC		41167	22006	Check	1	3749		SORENSON, SARA		Yes	No	No	07/30/2025	15.40

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		41159	22007	Check	1	2364		SPRING GROVE PUBLIC SCHOOLS		Yes	No	No	07/30/2025	1,068.00
MERC		41169	22008	Check	1	3781		VISA		Yes	No	No	07/30/2025	779.33
MERC		41168	22009	Check	1	3771		WAYNE JOSEPH BENDICKSON		Yes	No	No	07/30/2025	2,500.00
MERC		41214	22010	Check	1	3586		ADAM'S PEST CONTROL - MAIN		Yes	No	No	08/14/2025	51.00
MERC		41211	22011	Check	1	3347		ASL INTERPRETING SERVICES, INC		Yes	No	No	08/14/2025	2,585.50
MERC		41204	22012	Check	1	09390		AUSTIN PUBLIC SCHOOLS		Yes	No	No	08/14/2025	50,485.59
MERC		41213	22013	Check	1	3505		CAPITAL ONE		Yes	No	No	08/14/2025	24.93
MERC		41206	22014	Check	1	2871		EMC Insurance Companies		Yes	No	No	08/14/2025	7,058.11
MERC		41203	22015	Check	1	05772		HAWTHORNE EDUCATIONAL SERVICE		Yes	No	No	08/14/2025	510.60
MERC		41207	22016	Check	1	2960		LANGUAGE LINE SERVICES		Yes	No	No	08/14/2025	36.63
MERC		41212	22017	Check	1	3467		MASSP		Yes	No	No	08/14/2025	195.00
MERC		41201	22018	Check	1	00131		MN DEPT OF LABOR & INDUSTRY		Yes	No	No	08/14/2025	100.00
MERC		41202	22019	Check	1	00443		RED WING ACE HARDWARE		Yes	No	No	08/14/2025	140.75
MERC		41216	22020	Check	1	3783		RELIABLE MEDICAL SUPPLY		Yes	No	No	08/14/2025	320.00
MERC		41215	22021	Check	1	3661		RMT TECH LLC		Yes	No	No	08/14/2025	3,500.00
MERC		41205	22022	Check	1	2188		SCHOLASTIC MAGAZINES		Yes	No	No	08/14/2025	250.14
MERC	4	41209	22023	Check	1	3078		SHRED-N-GO-446138		Yes	No	No	08/14/2025	89.30
MERC		41210	22024	Check	1	3227		SUMMIT FIRE PROTECTION		Yes	No	No	08/14/2025	463.85
MERC		41208	22025	Check	1	3011		U.S. BANK EQUIPMENT FINANCE		Yes	No	No	08/14/2025	212.00
MERC		41217	22026	Check	1	3784		YIPA		Yes	No	No	08/14/2025	899.00

Bank Total: $796,394.96

Report Total: $796,394.96

C. Staff Updates:

1. **Resignations:** Barb Calley, Building Support Specialist at River Bluff Education Center - effective August 4, 2025.
2. **New Hire:** Kelcie Fix, American Sign Language Interpreter @ Kenyon-Wanamingo; Diana Klein, School Psychologist @ Zumbrota-Mazeppa; Barbie Collins, Building Support Specialist at River Bluff Education Center.
3. **Transfers:** Nicole Bolduan, Director of Special Education to Assistant Director of Special Education.
4. **Re-assignment:**

IV. **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.**

V. **Reports and Communication:**

A. Business Manager Report 6

Goodhue County Ed District
Reconciliation Worksheet Report
07/31/2025

Audit No	Statement Date	Co	Bank Code	Bank Name/Description
1565	07/31/2025	6051	MERC	MERCHANTS BANK GENERAL

Worksheet has been Finalized

Statement Amount	229,452.92
Deposits in Transit	0.00
Outstanding Payments	
Checks	47,841.39
Wires	120,347.45
SHR - Payments	0.00
SHR - Third Party	0.00
Cash	0.00
ACH	70,442.07
Adjustment Amount	(17,067.74)
Amount Per Bank	(26,245.73)
GL Account Balance	(26,245.73)
Difference	0.00

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

Adjustments

Manual	07/31/2025	KT	Wire	22.50	RECORDED IN AUG
Manual	07/31/2025	SWEEP	Deposit	(17,869.57)	FROM SWEEP
Manual	07/31/2025	VISA	Wire	779.33	RECORDED IN AUG

Business Manager Report 8-28-25

Budget 2024-25 as of 6/30/25 – 2nd review

We have earned $17,175,701 or 86.80% of the revised budget. We have expended $19,561,373 or 97.67% of the revised expense budget. There are many receivables and payables yet to come through for fiscal 2025 including invoices from members and Goodhue County. We'll continue to review year end 2024-25 each board meeting until the audit. Audit fieldwork is scheduled for the week of Sept 29.

Fund Balance Trend

As requested at the July board meeting, attached are graphs that show what fund balance could have been GCED had maintained the revenue attributed to 5RO and what if GCED had kept an additional percentage of revenue attributed to 5RO. Note 50% would have been needed to end FY2025 near a 7% fund balance

Cash Flow

For your information. Cash flow trends toward negative starting in November through the winter. We will monitor this closely. Superintendents discussed possible solutions at their Aug meeting.

July Bank Rec

Attached for your information.

GOODHUE CO ED DISTRICT
2025-26 CASH FLOW

AS OF 8-20-25

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JULY

DATE	ACCOUNTS PAYABLE	PAYROLL		MISC. RECEIPTS	STATE AID	FEDERAL GRANT	RUNNING BALANCE
7/1/2025	-	-		821.38		258,035.27	1,279,380.74
7/9/2025	(575,217.41)	-				-	704,163.33
7/15/2025	(256,956.56)	(359,420.75)		3,073.14	237,993.78	-	328,852.94
7/20/2025	-	-		93,255.44		-	422,108.38
7/31/2025	(457,800.39)	(270,689.30)		172,218.71	107,916.87	-	(26,245.73)
ENDING BALANCE	(1,289,974.36)	(630,110.05)	-	269,368.67	345,910.65	258,035.27	(26,245.73)

AUGUST

DATE	ACCOUNTS PAYABLE	PAYROLL		MISC. RECEIPTS	STATE AID	FEDERAL GRANT	RUNNING BALANCE
8/1/2025	-	-		444,412.03		-	418,166.30
8/4/2025	-	-		-		-	418,166.30
8/15/2025	(333,365.27)	(311,456.46)		95,907.87	410,084.14	54,615.91	333,952.49
8/17/2025		-		300,000.00		-	633,952.49
8/30/2025	(438,402.73)	(275,411.80)		622,015.45	393,280.69	-	935,434.09
	(771,768.00)	(586,868.26)	-	1,462,335.35	803,364.83	54,615.91	***935,434.09***

SEPTEMBER

DATE	ACCOUNTS PAYABLE	PAYROLL		MISC. RECEIPTS	STATE AID	FEDERAL GRANT	RUNNING BALANCE
9/1/2025	(662,410.16)	-		338,209.19		239,257.93	850,491.05
9/15/2025	(226,204.60)	(312,131.44)		15,623.03	107,916.88	17,931.01	453,625.93
9/17/2025	(1,002,069.54)	-		422,238.39		-	(126,205.22)
9/30/2025	(216,005.36)	(298,004.15)		550,402.63	340,239.15	427,848.88	678,275.93
ENDING BALANCE	(2,106,689.66)	(610,135.59)	-	1,326,473.24	448,156.03	685,037.82	***678,275.93***

OCTOBER

DATE	ACCOUNTS PAYABLE	PAYROLL		MISC. RECEIPTS	STATE AID	FEDERAL GRANT	RUNNING BALANCE
10/1/2025	(282,559.78)	-		-		-	395,716.15
10/9/2025	-	-		78,989.33		-	474,705.47
10/15/2025	(390,863.97)	(306,642.03)		-	86,333.50	-	(136,467.03)
10/20/2025	-	-		490,353.45		-	353,886.42
10/31/2025	(237,701.92)	(328,227.33)		3,357.90	193,733.83	16,008.41	1,057.30
ENDING BALANCE	(911,125.68)	(634,869.36)	-	572,700.67	280,067.33	16,008.41	***1,057.30***

NOVEMBER

DATE	ACCOUNTS PAYABLE	PAYROLL		MISC. RECEIPTS	STATE AID	FEDERAL GRANT	RUNNING BALANCE
11/1/2025	(197,828.27)	-		-		-	(196,770.96)
11/5/2025	-	-		-		6,379.90	(190,391.06)
11/15/2025	(293,663.44)	(310,676.64)		286,710.37	107,916.87	-	(400,103.90)
11/20/2025	-	-		371,619.13		-	(28,484.77)
11/30/2025	(668,466.42)	(305,804.49)		144,927.73	172,667.01	-	(685,160.94)
ENDING BALANCE	(1,159,958.12)	(616,481.13)	-	803,257.23	280,583.88	6,379.90	(685,160.94)

DECEMBER

DATE	ACCOUNTS PAYABLE	PAYROLL		MISC. RECEIPTS	STATE AID	FEDERAL GRANT	RUNNING BALANCE
12/1/2025	-	-		11,069.27	-	-	(674,091.67)
12/8/2025	-	-		-		337,219.94	(336,871.73)
12/15/2025	(328,570.34)	(301,994.70)		163,239.11	237,417.13	-	(566,780.53)
12/20/2025	(35,459.36)	-		434,907.56		-	(167,332.33)
12/31/2025	(211,348.98)	(302,236.91)		5,504.68	129,500.25	-	(545,913.30)
ENDING BALANCE	(575,378.69)	(604,231.61)	-	614,720.62	366,917.38	337,219.94	***(545,913.30)***

JANUARY

DATE	ACCOUNTS PAYABLE	PAYROLL		MISC. RECEIPTS	STATE AID	FEDERAL GRANT	RUNNING BALANCE
1/1/2026	(4,112.99)	-		190,194.49		-	(359,831.80)
1/8/2026	(232,796.57)	-		208,893.08		-	(383,735.28)
1/15/2026	(215,155.33)	(296,047.18)		41,932.75	293,805.09	336,922.90	(222,277.05)
1/20/2026	(835,546.65)	-		510,398.47		-	(547,425.23)
1/31/2026	(224,316.56)	(303,092.01)		298,887.53	235,044.07	95,155.40	(445,746.80)
ENDING BALANCE	(1,511,928.10)	(599,139.20)	-	1,250,306.33	528,849.16	432,078.30	***(445,746.80)***

FEBRUARY

DATE	ACCOUNTS PAYABLE	PAYROLL		MISC. RECEIPTS	STATE AID	FEDERAL GRANT	RUNNING BALANCE
2/1/2026	(237,143.47)	-		244,817.09		-	(438,073.18)
2/15/2026	(218,589.33)	(298,013.90)		211,942.41	235,044.07	62,460.67	(445,229.25)
2/20/2026	(135,386.17)	-		444,873.77		-	(135,741.65)
2/28/2026	(222,501.89)	(295,529.18)		8,313.19	293,805.09	-	(351,654.43)
ENDING BALANCE	(813,620.85)	(593,543.07)	-	909,946.46	528,849.16	62,460.67	***(351,654.43)***

MARCH

DATE	ACCOUNTS PAYABLE	PAYROLL		MISC. RECEIPTS	STATE AID	FEDERAL GRANT	RUNNING BALANCE
3/1/2026	(333,167.07)	-		66,960.16		-	(617,861.35)
3/15/2026	(217,449.34)	(295,052.05)		192,178.24	293,805.09	139,847.13	(504,532.28)
3/20/2026	(85,982.43)	-		3,634.19		-	(586,880.53)
3/31/2026	(220,239.16)	(297,781.82)		725,487.70	352,566.11	-	(26,847.69)
ENDING BALANCE	(856,838.00)	(592,833.87)	-	988,260.28	646,371.20	139,847.13	***(26,847.69)***

APRIL

DATE	ACCOUNTS PAYABLE	PAYROLL		MISC. RECEIPTS	STATE AID	FEDERAL GRANT	RUNNING BALANCE
4/9/2026	(490,967.45)	-		127,235.74		-	(390,579.40)
4/15/2026	(221,156.24)	(297,390.69)		217,909.40	235,044.07	-	(456,172.86)
4/20/2026	(188,126.86)	-		456,368.64		113,452.23	(74,478.85)
4/30/2026	(221,958.66)	(298,803.15)		1,163.95	417,792.03	-	(176,284.69)
ENDING BALANCE	(1,122,209.21)	(596,193.85)	-	802,677.74	652,836.10	113,452.23	***(176,284.69)***

MAY

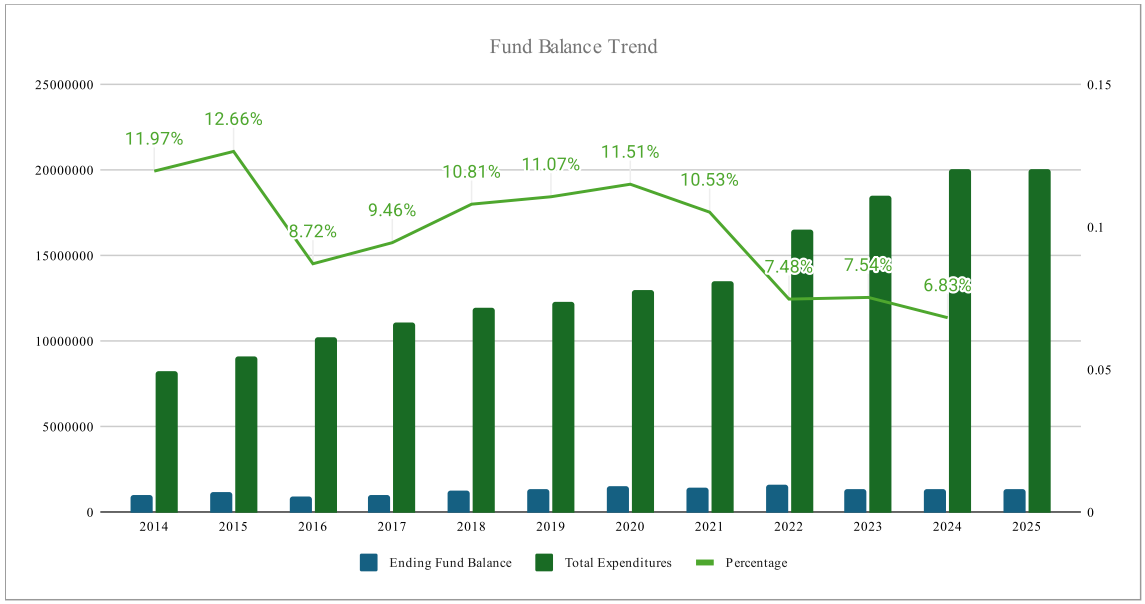
DATE	ACCOUNTS PAYABLE	PAYROLL		MISC. RECEIPTS	STATE AID	FEDERAL GRANT	RUNNING BALANCE
5/1/2026	(313,362.49)	-		98,799.75		2,751.49	(388,095.94)
5/15/2026	(346,114.60)	(297,866.04)		226,907.24	293,805.09	-	(511,364.25)
5/20/2026	-	-		505,500.07		-	(5,864.17)
5/31/2026	(380,023.68)	(299,918.19)		530,990.43	293,805.09	-	138,989.47
ENDING BALANCE	(1,039,500.77)	(597,784.23)	-	1,362,197.49	587,610.18	2,751.49	***138,989.47***

JUNE

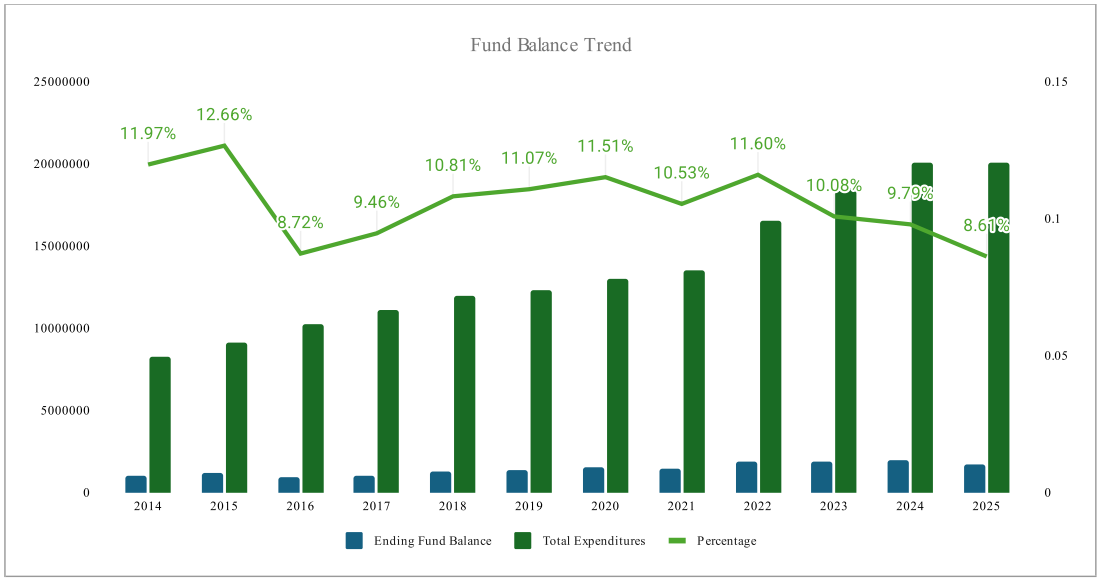
DATE	ACCOUNTS PAYABLE	PAYROLL		MISC. RECEIPTS	STATE AID	FEDERAL GRANT	RUNNING BALANCE
6/1/2026	-	-		538,011.90		-	677,001.37
6/15/2026	(478,941.71)	(374,098.82)		246,186.55		-	70,147.39
6/20/2026	-	-		333,974.97	293,805.09	-	697,927.45
6/30/2026	(355,283.09)	(289,992.84)		135,666.74		-	188,318.25
ENDING BALANCE	(834,224.80)	(664,091.67)	-	1,253,840.15	293,805.09	-	***188,318.25***
TOTALS	(12,993,216.25)	(7,326,281.88)	-	11,616,084.23	5,763,320.99	2,107,887.07	188,318.25

Year	Ending Fund Balance	Total Expenditures	Percentage
2014	$988,978	$8,264,974	11.97%
2015	$1,150,546	$9,090,913	12.66%
2016	$891,873	$10,224,021	8.72%
2017	$1,050,428	$11,107,707	9.46%
2018	$1,288,258	$11,918,447	10.81%
2019	$1,367,051	$12,349,007	11.07%
2020	$1,495,540	$12,989,428	11.51%
2021	$1,419,516	$13,477,389	10.53%
2022	$1,573,871	$16,500,147	7.48%
2023	$1,396,057	$18,517,853	7.54%
2024	$1,369,711	$20,059,380	6.83%
2025	$1,344,371	$20,027,392	6.71%

Year	5RO Add'l	50%
2022	$339,664	
2023	$469,694	
2024	$593,299	
2025	$419,361	



Year	Ending Fund Balance	Total Expenditures	Percentage
2014	$988,978	$8,264,974	11.97%
2015	$1,150,546	$9,090,913	12.66%
2016	$891,873	$10,224,021	8.72%
2017	$1,050,428	$11,107,707	9.46%
2018	$1,288,258	$11,918,447	10.81%
2019	$1,367,051	$12,349,007	11.07%
2020	$1,495,540	$12,989,428	11.51%
2021	$1,419,516	$13,477,389	10.53%
2022	$1,913,534	$16,500,147	11.60%
2023	$1,865,751	$18,517,853	10.08%
2024	$1,963,010	$20,059,380	9.79%
2025	$1,725,010	$20,027,392	8.61%



Year	5RO Kept by Districts
2022	$679,327
2023	$939,388
2024	$1,186,598
2025	$838,721

Year	Ending Fund Balance w/out 5RO Revenue
2022	$1,234,207
2023	$926,363
2024	$776,412
2025	$800,000

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

Goodhue County Ed District | June 30, 2025

REVENUE CATEGORIES	June 30, 2023	June 30, 2024	Adopted Budget	Revised Budget	Received YTD	Budget Remaining	% of Budget Received (June 30, 2025)	% of Actuals Received (June 30, 2024)	% of Actuals Received (June 30, 2023)	Current YTD vs. PYTD	June 30, 2024	June 30, 2023
STATE	5,526,275	6,262,303	6,340,963	6,464,909	5,105,706	1,359,203	78.98%	100.00%	100.00%	**(1,156,598)**	6,262,303	5,526,275
FEDERAL	2,587,427	2,370,023	2,178,935	1,998,039	1,067,977	930,062	53.45%	100.00%	100.00%	**(1,302,046)**	2,370,023	2,587,427
LOCAL SALES, INS RECOVERY & JUDGEMENTS	(38)	19,221	0	0	1,271	(1,271)	0.00%	100.00%	100.00%	**(17,951)**	19,221	(38)
LOCAL (FEES, INTEREST, ETC.)	9,891,895	11,284,638	11,104,042	11,325,682	11,000,749	324,933	97.13%	100.00%	100.00%	**(283,890)**	11,284,638	9,891,895
TOTALS	**18,005,558**	**19,936,185**	19,623,940	19,788,630	**17,175,701**	**2,612,929**	**86.80%**	**100.00%**	**100.00%**	**(2,760,484)**	**19,936,185**	**18,005,558**

EXPENDITURES (OBJECT SERIES)	June 30, 2023	June 30, 2024	Adopted Budget	Revised Budget	Expended YTD	Budget Remaining	% of Budget Expended (June 30, 2025)	% of Actuals Expended (June 30, 2024)	% of Actuals Expended (June 30, 2023)	Current YTD vs. PYTD	June 30, 2024	June 30, 2023
SALARIES & WAGES	9,460,185	10,093,545	11,007,974	10,903,297	10,990,252	(86,955)	100.80%	100.00%	100.00%	**896,708**	10,093,545	9,460,185
EMPLOYEE BENEFITS	2,512,992	2,843,575	2,993,894	3,122,602	3,146,365	(23,763)	100.76%	100.00%	100.00%	**302,790**	2,843,575	2,512,992
PURCHASED SERVICES	4,342,464	5,105,484	3,876,561	4,063,120	3,418,089	645,031	84.12%	100.00%	100.00%	**(1,687,395)**	5,105,484	4,342,464
SUPPLIES	742,772	819,001	691,907	740,781	799,840	(59,059)	107.97%	100.00%	100.00%	**(19,161)**	819,001	742,772
EQUIPMENT	1,122,686	1,073,045	1,150,815	1,171,041	1,175,995	(4,954)	100.42%	100.00%	100.00%	**102,951**	1,073,045	1,122,686
DEBT SERVICE	0	0	0	0	0	0	0.00%	0.00%	0.00%	**0**	0	0
OTHER EXPENDITURES	119,374	124,731	26,626	26,551	30,830	(4,279)	116.12%	100.00%	100.00%	**(93,901)**	124,731	119,374
OTHER FINANCING USES	0	0	0	0	0	0	0.00%	0.00%	0.00%	**0**	0	0
TOTALS	**18,300,473**	**20,059,380**	19,747,777	20,027,392	**19,561,373**	**466,019**	**97.67%**	**100.00%**	**100.00%**	**(498,007)**	**20,059,380**	**18,300,473**

EXPENDITURES (PROGRAM SERIES)	June 30, 2023	June 30, 2024	Adopted Budget	Revised Budget	Expended YTD	Budget Remaining	% of Budget Expended (June 30, 2025)	% of Actuals Expended (June 30, 2024)	% of Actuals Expended (June 30, 2023)	Current YTD vs. PYTD	June 30, 2024	June 30, 2023
SITE ADMINISTRATION	320,461	357,053	380,753	353,411	357,934	(4,523)	101.28%	100.00%	100.00%	**881**	357,053	320,461
DISTRICT ADMINISTRATION	68,996	92,977	77,591	88,708	88,643	65	99.93%	100.00%	100.00%	**(4,334)**	92,977	68,996
SUPPORT SERVICES	250,828	338,571	297,375	372,799	375,129	(2,330)	100.62%	100.00%	100.00%	**36,558**	338,571	250,828
REGULAR INSTRUCTION	3,033,317	3,275,290	2,906,194	2,860,140	2,692,423	167,717	94.14%	100.00%	100.00%	**(582,867)**	3,275,290	3,033,317
EXTRA-CURRICULAR ACTIVITES	0	0	0	0	0	0	0.00%	0.00%	0.00%	**0**	0	0
VOCATIONAL INSTRUCTION	299,927	454,237	454,250	496,391	527,379	(30,988)	106.24%	100.00%	100.00%	**73,142**	454,237	299,927
SPECIAL EDUCATION	10,162,969	10,794,455	10,988,391	10,962,020	10,759,946	202,074	98.16%	100.00%	100.00%	**(34,509)**	10,794,455	10,162,969
COMMUNITY SERVICES	0	0	0	0	0	0	0.00%	0.00%	0.00%	**0**	0	0
INSTRUCTIONAL SUPPORT	752,469	893,095	604,624	1,007,113	911,712	95,401	90.53%	100.00%	100.00%	**18,616**	893,095	752,469
PUPIL SUPPORT SERVICES	1,982,331	2,499,034	2,572,894	2,429,855	2,404,472	25,383	98.96%	100.00%	100.00%	**(94,562)**	2,499,034	1,982,331
FACILITIES	1,429,174	1,354,668	1,465,705	1,456,955	1,443,735	13,220	99.09%	100.00%	100.00%	**89,068**	1,354,668	1,429,174
OTHER FINANCING USES	0	0	0	0	0	0	0.00%	0.00%	0.00%	**0**	0	0
TOTALS	**18,300,473**	**20,059,380**	19,747,777	20,027,392	**19,561,373**	**466,020**	**97.67%**	**100.00%**	**100.00%**	**(498,007)**	**20,059,380**	**18,300,473**

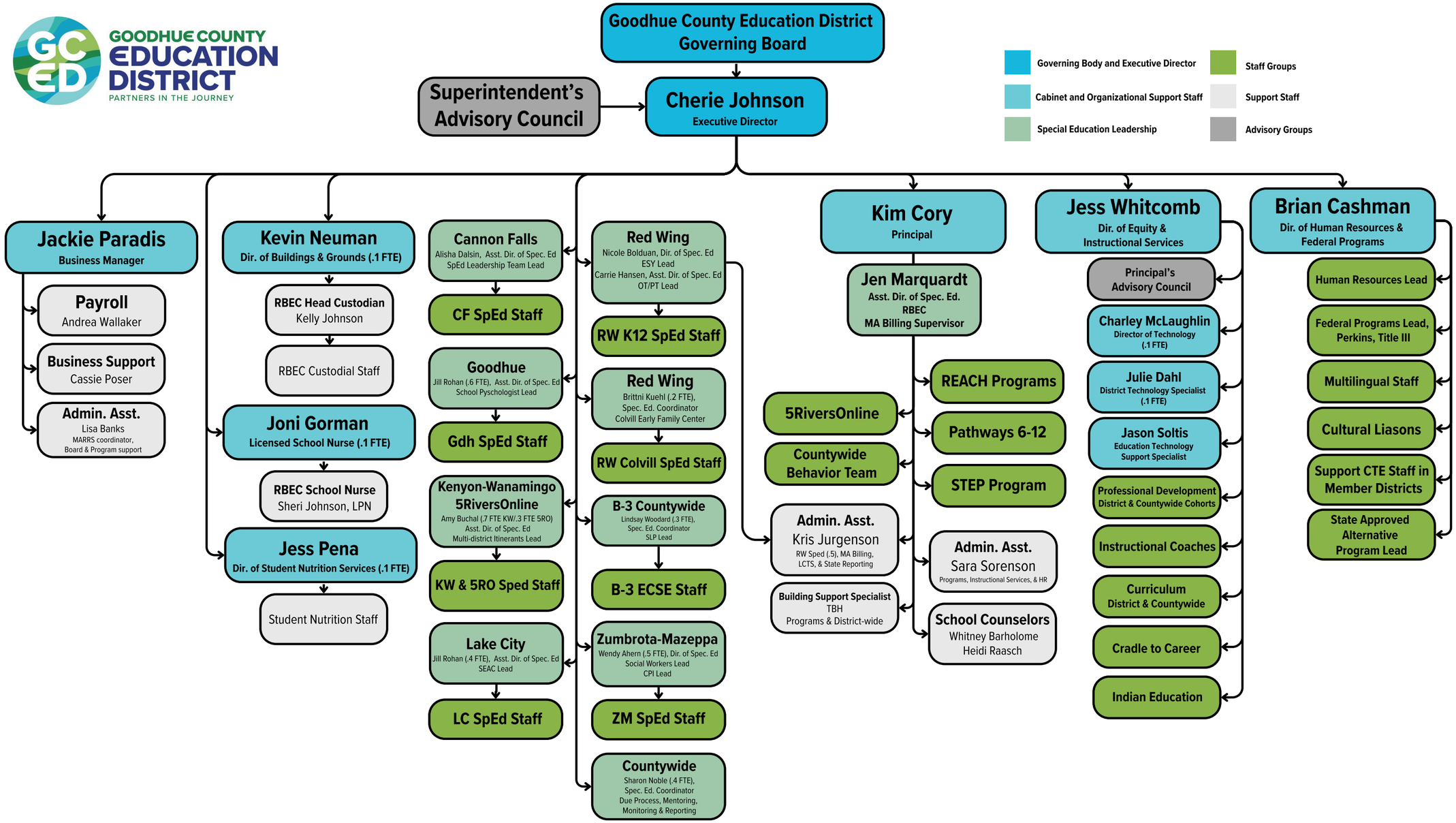
SUMMARY - ALL FUNDS

SUMMARY	June 30, 2023	June 30, 2024	Adopted Budget	Revised Budget	YTD	Budget Remaining	% of Budget Expended (June 30, 2025)	% of Actuals Expended (June 30, 2024)	% of Actuals Expended (June 30, 2023)	Current YTD vs. PYTD	June 30, 2024	June 30, 2023
REVENUE	18,005,558	19,936,185	19,623,940	19,788,630	17,175,701	2,612,929	86.80%	100.00%	100.00%	(2,760,484)	19,936,185	18,005,558
EXPENDITURES	18,300,473	20,059,380	19,747,777	20,027,392	19,561,373	466,019	97.67%	100.00%	100.00%	(498,007)	20,059,380	18,300,473
SPENDING VARIANCE	(294,915)	(123,195)	(123,837)	(238,762)	(2,385,671)	N/A	N/A	N/A	N/A	(2,262,476)	(123,195)	(294,915)

Budget Management Analytics | formerly SCast Plus

B. 2025-2026 GCED Organzational Chart 14

Organizational Chart 2025-2026



VI. **Old Business:**
VII. **New Business:**
A. Support Staff Agreement 16

GOODHUE COUNTY EDUCATION DISTRICT #6051
SUPPORT STAFF
CONDITIONS OF EMPLOYMENT

including:

CERTIFIED OCCUPATIONAL THERAPIST ASSISTANTS (COTAS),
SPEECH LANGUAGE PATHOLOGY ASSISTANTS (SLPAS), INTERPRETERS
and
LICENSED PRACTICAL NURSES (LPNS)

~~(Building Support Specialists, COTAs, SLPAs, Interpreters, and LPNs)~~

2025-2026 and 2026-2027 ~~2023-2025~~

I. Effective Dates, Termination and Duties

A. Effective Dates

The following Wage and Benefit package is effective 7/1/2023-6/30/2025.

B. Termination During the Term

Support staff are employees at will. During the period of this agreement, the Education District may terminate the employee's employment without any reason.

C. Duties

Employees shall perform the duties outlined in their job description.

D. Probationary Period

Employees shall serve a six (6) month continuous working probationary period. The Education District reserves the right to extend the probationary period to the end of the school year upon written notice to the probationary employee. Employees shall be formally evaluated at least once during the probationary period.

E. Evaluations

Employees shall be formally evaluated at once every three years following the probationary period.

II. Duty Year and Leaves

A. Basic Work Year

1. The employee's work schedule will be determined by the Executive Director or designee, taking the requirements of the position into consideration.
2. Hours worked in excess of 40 hours per week will be paid at time and a half times the employee's hourly rate and shall be approved by the Executive Director or designee in advance. In case of an emergency, the Executive Director shall be notified during the next working day after the overtime is worked provided no prior approval can be given.
3. All hours worked on Sunday shall be paid at double time rates. Recognized holidays, if worked, shall be paid at time and one-half rate.
4. The employee's work schedule may be modified in the event of school closures either at the member district or education district level.

B. Emergency Days and E-Learning Days

On emergency or e-learning days, employees will either report for duty or be assigned professional development as determined by the Executive Director or designee. In the event of early dismissal or late start for emergency days employees will, if deemed safe to do so, remain at work, or will work remotely or assigned professional development as determined by the Executive Director of designee.

C. Earned Safe and Sick Time (ESST) Leave

1. Earning: The annual allocation of Earned Sick and Safe Time (ESST) shall be based on MN Statute 181.9445, 181.9446, 181.9447, and 181.9448. The annual allotment of time for sick leave shall include the required allocation of ESST. The allocation of ESST is not in addition to the allotment of sick leave. Days are interpreted as the length of your regularly scheduled workday. For example, if the regularly scheduled workday is six hours per day, three days of leave is interpreted to mean three days that are six hours in length, which is 18 hours. Employees shall earn sick leave at the rate shown in the

table below. Annual sick leave shall accrue monthly as it is earned on a proportionate basis to the work year

10 Month Employee (220 Days)	11 Month Employee (240 Days)	12 Month Employee (260 Days)
10 Days	11 Days	12 Days

2. Accumulation: used sick leave days may accumulate to a maximum of 130 days of sick leave per paraprofessional. If an employee resigns or retires, accumulated sick leave is forfeited.
3. Use: Sick leave use is defined in MN Statute 181.9448.
4. Medical Certificate: The Education District may require an employee to furnish reasonable documentation that the earned sick and safe time ESST is covered by MN Statute 181.9448. In the event that reasonable documentation will be required, the employee will be so advised.
5. Approval: Sick leave pay shall be approved only upon following sick leave procedures in the Education District Staff Handbook.

A. Bereavement Leave

Bereavement leave shall be granted up to a total of five (5) days per incident for the death(s) of a spouse, child, stepchild, ward, or parent/guardian, grandchild, grandparent, sister, brother, aunt, uncle, niece, nephew, first cousin and the same in-laws. No deductions will be made for the first three (3) days; however, the next two (2) days shall be deducted from accrued sick leave days. The Executive Director, at his or her discretion, may grant that up to two (2) sick days may be used for the illness, disability or death of a close friend or other relative not specified in the subdivision above.

B. Personal Leave

Employees must work at least twenty (20) hours a week to qualify for personal leave benefits. Days are interpreted as the length of your regularly scheduled workday. For example, if you normally work six (6) hours per day, three (3) days of leave is interpreted to mean three days that are six (6) hours in length, which is eighteen (18) hours. To request one (1) day of leave, your request form would show that you plan to use six (6) hours of leave. Personal leave may be granted to employees working pursuant to a letter of appointment at the discretion of the Executive Director of no more than three (3) days per year, noncumulative, for business or critical personal situations that arise which cannot be attended to when school is not in session. Personal leave will be prorated for employees starting after July 1.

Requests for personal leave must be made in writing to the Executive Director at least three (3) days in advance. Not more than one person per program will be approved for personal leave on a particular day. Personal leave days shall not be granted for the first and last days of the school year. The Executive Director or designee may allow exceptions.

At any time, no more than one (1) employee within this agreement per building can be out on a personal leave with a limit of two (2) total for the Education District.

F. Jury Duty Leave

If the employee is absent because of jury service, the employee will receive regular salary from the Education District during this period of service, provided that the pay received for this jury

service, less any reimbursement for mileage and expenses, will be relinquished to the Education District.

G. Family Medical Leave

Pursuant to the Family Medical Leave Act, 29 U.S.C. 2601 et. seq., an eligible employee shall be granted, upon written request, up to twelve (12) weeks of unpaid leave per twelve (12) month period in connection with (1) the birth and first-year care of a child, (2) the adoption or foster placement of a child, (3) the serious health condition of a support personnel's spouse, child, or parent, and (4) the support personnel's own serious health condition.

Requests shall be made to the Executive Director at least thirty (30) days in advance when practicable. Support Personnel are expected to make reasonable effort to schedule leaves resulting from planned medical treatment so as not to disrupt unduly the operations of the Education District. Paid leave must be exhausted before unpaid leave may be used.

H. Leave of Absence

A leave of absence (without pay) may be granted up to one year, with Education District Board approval, to employees with at least three (3) years of service Employees must notify the District of their intent to return by April 1, of the school year preceding their return.

I. Holiday Pay

The Education District recognizes the following holidays: New Year's Day, President's Day or float holiday if school is in session, Good Friday, Memorial Day, Juneteenth, Independence Day, Labor Day, Thanksgiving Day, Thanksgiving Friday, Christmas Eve, and Christmas Day.

Employees must work at least twenty (20) hours a week to qualify for holiday pay. Employees working pursuant to a letter of appointment and regularly scheduled to work a minimum of seven (7) hours per day and 210 days per year over a twelve (12) month work year will be paid for all holidays that fall during a week in which they work. These employees will also receive one (1) paid holiday to be used at their discretion.

Employees working a minimum of twenty (20) hours per week and fifty (50) days per year over a nine (9) month school calendar will receive holiday pay for Thanksgiving Day, Thanksgiving Friday, Christmas Eve, Christmas Day, New Year's Day and Memorial Day. They must submit on their timecard the number of hours equal to a normal work day for the holiday.

~~H. Vacation Pay~~

~~¶~~

~~**Current Year Number**~~	~~**11 & 12 Month Employees**~~
~~Years 1~~	~~4 Days~~
~~Years 2-9~~	~~8 Days~~
~~Years 10-19~~	~~12 Days~~
~~20+ Years~~	~~16 Days~~

~~Employees working a minimum of 7.5 hours per day and 11 or 12 months per year are eligible for vacation pay. Employees working at least 7.5 hours per day 11 or 12 months per year will receive the number of vacation days described in the schedule above. The scheduling of vacations shall be approved by the Executive Director or designee.~~

~~Days are interpreted as the length of your regularly scheduled workday.~~

¶

~~In the event of a Support Personnel termination, the Support Personnel may then receive pay, therefore, in lieu of his/her actual use of the vacation time.~~

I. Insurance

A. Health and Dental Insurance

Group Insurance: Health and Dental Insurance shall be available for Support Personnel.

For the 2025-2026~~2023-2024~~ year, the Education District shall contribute to health Insurance up to $450/month to pay health-hospitalization insurance for employees working at least thirty (30) hours per week and 175 days per year. For the 2026-2027~~2024-2025~~ year, the Education District shall contribute to health up to $550/month for employees working at least thirty (30) hours per week and 175 days per year.

Any additional premium, including premiums for those employees not eligible for the above contribution shall be the responsibility of the employee.

B. Life Insurance

The Education District pursuant to their letter of appointment shall provide a group term life insurance plan for Support Personnel, providing $75,000 of coverage for the employee, payable to the employee's named beneficiary.

Income protection insurance shall be available for Support Personnel working a minimum of 200 days per year and thirty (30) hours per week pursuant to a letter of appointment.

The Education District shall contribute the full premium for said coverage for those employees working thirty (30) hours per week and at least 200 days.

C. Claims Against the Education District

The eligibility of the employee, or the employee's dependents or beneficiary for insurance benefits shall be governed by the terms of the insurance policies purchased by the Education District pursuant to this section. It is understood that the Education District's only obligation is to purchase the insurance policies described herein, and no claim shall be made against the Education District as a result of denial by an insurer of insurance benefits if the Education District has purchased the policies and paid the premiums described herein.

II. Workers Compensation

An employee who is absent from work as a result of an injury compensable under the Workers' Compensation Act who elects to receive sick leave or vacation pay pursuant to this policy shall submit his/her Workers' Compensation check endorsed to the school district prior to receiving payment from the Education District for this absence.

V. Incentive System

The Incentive System encourages staff to pursue job-related training and education, and provides incentive pay to be added to the individual's base rate of pay. To be eligible for incentive credit, the activity has to meet an approval process and be pursued on the employee's time and at the employee's expense. It is understood that the Education District also at times provides training and education on the Education District's time and at the Education District's expense. These activities would not be eligible for incentive credit. The Incentive System is described below:

A. Increments: Thirty (30) hours are required to receive a 10 cents increase to a maximum of 150 hours. Incentive training could earn an employee an additional 50 cents per hour in addition to base pay.
B. Start of Incentive System: Incentive training must have been obtained after July 1, 2022, in order to qualify for incentive pay.
C. Pre Approval: Incentive pay experience must be pre-approved by the Executive Director or designee. Once properly documented and submitted to the Executive Director the pay adjustment will be made. Credits must be submitted to the Executive Director prior to September 1st and/or February 1st. Credits submitted by September 1st and approved will result in a salary change for the entire school year. Those submitted by February 1st and approved will result in a one-half (1/2) year salary change. There are no time limits on putting the thirty (30) hours together.

VI. Salary

For the 2025-2026~~2023-2024~~ and the 2026-2027~~2024-2025~~ school year, salaries are paid according to the Education District Board approved Wage Grid (Appendix A).

Increment Step
An employee must work at least thirty (30) hours a week and 100 days during the previous school year to be eligible for the next step of the wage schedule the following year.

Longevity increases will be given as described below:

5-9 years of service	$.50/hour
10 –14 years of service	$.75/hour
15+ years of service	$1.00/hour

Longevity will be paid out in 18 or 24 pay periods.

APPENDIX A
SUPPORT STAFF WAGE SCHEDULE

2025-2026~~2023-2024~~

STEP	Building Support Specialist	LPN	Interpreter/COTA /SLPA
1	$17.19	$19.51	$27.32
2	$17.64	$19.95	$27.93
3	$18.09	$20.41	$28.54
4	$18.52	$20.86	$29.15
5	$18.97	$21.29	$29.76
6	$19.43	$21.75	$30.38
7	$19.87	$22.20	$30.99
8	$20.48	$22.81	$31.61
9	$21.09	$23.42	$32.21
10	$21.70	$24.03	$32.82

2026-2027~~2024-2025~~

STEP	Building Support Specialist	LPN	Interpreter/COTA /SLPA
1	$18.19	$20.51	$29.04
2	$18.64	$20.95	$29.65
3	$19.09	$21.41	$30.26
4	$19.52	$21.86	$30.88
5	$19.97	$22.29	$31.49
6	$20.43	$22.75	$32.10
7	$20.87	$23.20	$32.71
8	$21.48	$23.81	$33.32
9	$22.09	$24.42	$33.93
10	$22.70	$25.03	$34.54

Initial placement on the salary schedule will be determined by the Education District dependent on relevant experience in the field.

Mileage

Approved mileage will be reimbursed at the current Federal Rate.

APPENDIX B

TAX-DEFERRED, MATCHING-CONTRIBUTION PLAN:

1. The Education District shall contribute an amount equal to the employee contribution in a tax-deferred, matching-contribution plan, subject to the schedule below:

Years of Service in the Education District	Education District Match
~~0-3~~	~~$500¶~~
~~4-10~~	~~$750¶~~
~~11-20~~	~~$1000¶~~
~~21+~~	~~$1500~~
0-3	$1,000
4-10	$1,500
11+	$2,000

2. The Education District's matching contributions in this section will be fully vested upon the employee completing four (4) years of service. Any Education District matching contributions for employees who leave prior to vesting will revert back to the Education District.

3. Such plan shall be approved and subject to applicable provisions of Minnesota Statutes and IRS Code Section 403(b) or IRS Code Section 457 and any amendments thereto.

4. The Education District's contributions are not payable unless the employee authorizes a matching salary reduction.

5. Part-time employees shall be eligible for prorated contributions provided the employees authorize salary reductions of an equivalent amount paid to the plan for the same period.

6. The Education District's contributions and matching employee contributions will be made to a company of the employee's choice from vendors on approved list. The employee is responsible to make all arrangements required by the vendor to ensure that proper payment is made by the Education District.

7. Participation in the plan shall be voluntary.

8. Employees who are eligible to participate shall inform the Education District Office in writing of any change in annuity participation between July 1 and

October 15. No other additions and/or deletions outside of this open enrollment period will be allowed during the course of the calendar year unless a defined need can be demonstrated and approved by the Director.

B. Draft Administrative Assistant Agreement 26

GOODHUE COUNTY EDUCATION DISTRICT

PARTNERS IN THE JOURNEY

ADMINISTRATIVE ASSISTANT

CONDITIONS OF EMPLOYMENT

2025-2026 AND 2026-2027

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I. Effective Dates, Termination, and Duties

A. Effective Dates

The following conditions of employment are ~~Wage and Benefit package is~~ effective 7/1/2025 - 6/30/2027.

B. Termination During the Term

The Education District may terminate the employee's employment during the contract term for cause, but shall notify the employee in writing of the proposed grounds for termination and the employee will have the opportunity to respond.

C. Duties

The employee shall perform the duties outlined in their job description.

D. Probationary Period

Employees shall serve a one (1) year ~~six (6) month~~ continuous working probationary period, but the Education District reserves the right to extend the probationary period to the end of the school year upon written notice to the probationary employee. Employees shall be formally evaluated at least one (1) time during the probationary period.

E. Evaluations

Employees shall be formally evaluated at least once every three (3) years following the probationary period.

II. Duty Year and Leaves

A. Basic Work Year

1. The employee's work schedule will be determined by the Executive Director or designee, taking the requirements of the position into consideration. With agreement from the Executive Director or designee, daily hours may be flexed. This position has an Fair Labor Standards Act (FLSA) Status of Exempt.

2. Employment will be for 260 or 240 days per year as agreed upon at the time of hire or previously agreed upon by the Executive Director. The work year calendar will be set before July 1 of each year.

B. Emergency Days

Employees will be allowed to make up time lost due to snow emergency days, with the prior approval of their respective supervisor.

C. Earned Safe and Sick Leave

Earned sick and safe time means leave that is paid at the same hourly rate as an employee earns from employment.

Employees working two hundred sixty (260) days per year~~The Administrative Assistant~~ will earn twelve~~thirteen~~ (12)~~(13)~~ sick leave days per year. Employees working two hundred forty (240) days per year will earn eleven (11) sick leave days per year. Sick leave will be prorated for employees starting after July 1.

Earned Safe and Sick leave use is defined in MN Statute 181.9446. An employee may use personal sick leave benefits provided by the employer for absences due to an illness of or injury to the employee's family member, as defined in MN Statute 181.9445, subd. 7, for reasonable periods of time as the employee's attendance may be necessary, on the same terms upon which the employee is able to use sick leave benefits for the employee's own illness or injury.

~~Sick leave use is defined in MN Statute 181.9413. An employee may use personal sick leave benefits provided by the employer for absences due to an illness of or injury to the employee's child, as defined in section 181.940, subdivision 4, adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent, for reasonable periods of time as the employee's attendance may be necessary, on the same terms upon which the employee is able to use sick leave benefits for the employee's own illness or injury. ¶~~

~~¶~~

~~An employee may use sick leave as allowed under this section for safety leave, whether or not the employee's employer allows use of sick leave for that purpose for such reasonable periods of time as may be necessary. Safety leave may be used for assistance to the employee or assistance to the relatives described in paragraph (a). For the purpose of this section, "safety leave" is leave for the purpose of providing or receiving assistance because of sexual assault, domestic abuse, or harassment or stalking. For the purpose of this paragraph:¶~~

~~1. "domestic abuse" has the meaning given in section 518B.01;¶~~
~~2. "sexual assault" means an act that constitutes a violation under sections 609.342 to 609.3453 or 609.352; and¶~~
~~3. "harass" and "stalking" have the meanings given in section 609.749.¶~~

~~An employer may limit the use of safety leave or personal sick leave benefits provided by the employer for absences due to an illness of or injury to the employee's adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent to no less than 160 hours in any 12-month period. This does not apply to absences due to the illness or injury of a child, as defined in section 181.940, subdivision 4.¶~~

~~For purposes of this section, "personal sick leave benefits" means time accrued and available to an employee to be used as a result of absence from work due to personal illness or injury, but does not include short-term or long-term disability or other salary continuation benefits.¶~~

~~For the purpose of this section, "child" includes a stepchild and a biological, adopted, and foster child.¶~~

~~For the purpose of this section, "grandchild" includes a step-grandchild, and a biological, adopted, and foster grandchild.¶~~

~~This section does not prevent an employer from providing greater sick leave benefits than are provided for under this section.¶~~

~~An employer shall not discharge, discipline, penalize, interfere with, threaten, restrain, coerce, or otherwise retaliate or discriminate against an employee for requesting or obtaining a leave of absence under this section.¶~~

~~This section does not prevent the Education District from providing greater sick leave benefits than are provided for under this section. Sick leave with pay shall be allowed whenever an employee's absence is found to have been due to his/her illness and/or disability which prevented attendance at school and performances of duties on that day or days.¶~~

~~¶~~

~~Medical Certificate**:** The Education District may require an employee to furnish a medical certificate from a qualified physician or clinical psychologist authorized to practice, and perform within the scope of their practice, under state law as evidence of illness, indicating such absence was due to illness, in order to qualify for sick leave pay. However, the final determination as to the eligibility of an employee for sick leave is reserved to the Education District. In the event that a medical certificate will be required, the employee will be so advised.¶~~

~~¶~~

~~Sick leave deductions allowed shall be deducted from the accrued sick leave days earned by the employee.¶~~

~~¶~~

~~Sick leave pay shall be approved only through the use of the Education District online system. Unused sick leave will accumulate to 165 days for an employee working 7.5 hours per day 260 days per year.~~

Sick leave deductions allowed shall be deducted from the accrued sick leave days earned by the employee.

Sick leave pay shall be approved only through the use of the Education District online system. Unused sick leave will accumulate to one hundred sixty-five (165) days for an employee working seven and one-half (7.5) hours per day two hundred sixty (260) days per year and to one hundred fifty-two (152) days for an employee working seven and one-half (7.5) hours per day and two hundred forty (240) days per year.

D. Bereavement Leave

Bereavement leave shall be granted up to a total of five days per incident for the death(s) of a spouse, child, stepchild, ward, or parent/guardian, grandchild, grandparent, sister, brother, aunt, uncle, niece, nephew, first cousin and the same in-laws. No deductions will be made for the first three (3) days; however, the next two (2) days shall be deducted from accrued sick leave days. ~~The Executive Director, at his or her discretion, may grant that up to two (2) sick days may be used for the illness, disability or death of a close friend or other relative not specified in the subdivision above.~~

E. Personal Leave

Personal leave may be granted to employees working pursuant to a letter of appointment at the discretion of the Executive Director of no more than three (3) days per year, noncumulative, for business or critical personal situations that arise which cannot be attended to when school is not in session. Personal leave will be prorated for employees starting after July 1.

Requests for personal leave must be made in writing to the Executive Director or designee at least three (3) days in advance. Personal leave days shall not be granted for the first and last days of the student school year. The Executive Director or designee may allow exceptions.

F. Jury Duty Leave

If the employee is absent because of jury service, the employee will receive regular salary from the Education District during this period of service, provided that the pay received for this jury service, less any reimbursement for mileage and expenses, will be relinquished to the Education District.

G. Family Medical Leave

Pursuant to the Family Medical Leave Act, 29 U.S.C. 2601 et. seq., an eligible employee shall be granted, upon written request, up to twelve (12) weeks of unpaid leave per twelve (12)month period in connection with (1) the birth and first-year care of a child, (2) the adoption or foster placement of a child, (3) the serious health condition of a support personnel's spouse, child, or parent, and (4) the support personnel's own serious health condition.

Requests shall be made to the Executive Director or designee at least thirty (30) days in advance when practicable. Employees are expected to make reasonable effort to schedule leaves resulting from planned medical treatment so as not to disrupt unduly the operations of the Education District.

H. General Leaves of Absence

A leave of absence without pay may be granted, for up to one year, with Board approval, to employees with at least three (3) years of service for additional educational experiences, service in public office or other reasons deemed appropriate by the Education District for up to one year without losing seniority. Employees must notify the Education District of their intent to return by March 1 of the school year preceding their return. If the notification is not made, the employee will not be guaranteed a position in the coming year.

I. Holiday Pay

The Education District recognizes the following holidays: New Year's Eve Day, New Year's Day, President's Day or float holiday if school is in session, Friday before Easter, Memorial Day, Juneteenth, Independence Day, Labor Day, Thanksgiving Day, Thanksgiving Friday,

Christmas Eve, and Christmas Day. Employees will also receive one (1) paid holiday to be used at their discretion. The employee must have an approved work day calendar that includes the day before and after the holiday in order to receive the holiday pay.

J. Vacation Pay

¶

~~Employment Year~~¶	~~260 Day Employees~~¶
~~Years 1~~¶	~~5 Days~~¶
~~Years 2-9~~¶	~~10 Days~~¶
~~Years 10-19~~¶	~~15 Days~~¶
~~20+ Years~~¶	~~20 Days~~¶

Employment Year	260 Day Employees	240 Day Employees
Year 1	4 Days	2 Days
Years 2 - 4	6 Days	4 Days
Years 5 - 7	8 Days	6 Days
Years 8 - 10	10 Days	8 Days
Years 11 - 13	12 Days	10 Days
Years 14 - 16	16 Days	14 Days
Years 17 - 19	18 Days	16 Days
20+ Years	20 Days	18 Days

Employees who work a minimum of seven and one-half (7.5) hours per day two hundred sixty (260) days per year are eligible to receive the full amount of vacation days. Employees who work~~working less than~~ a minimum of seven and one-half (7.5) hours per day two hundred forty (240)~~two hundred sixty (260)~~ days per year are eligible to receive ~~a prorated amount of the~~ vacation days as noted in the above table. ~~Proration will be calculated on the employees days and hours worked.~~ Vacation leave will be prorated for employees starting after July 1. The scheduling of vacations shall be approved by the Executive Director or designee.

III. Insurance

A. Health and Dental~~/Hospitalization~~ Insurance

Group Health~~/Hospitalization~~ and Dental Insurance: The Education District shall contribute up to the sums indicated per month for twelve (12) months towards the cost of the group insurance plans listed below for all employees who qualify, and are enrolled in, the group insurance plans. To qualify for the health insurance benefit, the employee must work at least seven and one-half (7.5) hours per day two hundred sixty (260) days per year.

The Education District shall contribute up to the amounts equal to the certified teaching staff contribution towards the premium for the employee and the employee's

dependents for health insurance and dental insurance coverage under the Education District's group health and dental plans.

B. Life Insurance

The Education District shall provide a group term life insurance plan for the Administrative Assistant working at least seven and one-half (7.5) hours per day and two hundred forty ~~two-hundred-sixty (260)~~ days per year, providing $75,000 of coverage for the employee, payable to the employee's named beneficiary. The Education District shall contribute the full premium for said coverage for employees working at least seven and one-half (7.5) hours or more per day and two hundred forty (240) ~~two-hundred-sixty (260)~~ days per year.

C. Income Protection Insurance

Income protection insurance shall be available for the Administrative Assistant. The Education District shall contribute the full premium for said coverage for those employees working at least seven and one-half (7.5) or more hours per day and two hundred forty (240)~~two-hundred-sixty (260)~~ days per year.

D. Claims Against the Education District

The eligibility of the employee, or the employee's dependents or beneficiary for insurance benefits shall be governed by the terms of the insurance policies purchased by the Education District pursuant to this section. It is understood that the Education District's only obligation is to purchase the insurance policies described herein, and no claim shall be made against the Education District as a result of denial by an insurer of insurance benefits if the Education District has purchased the policies and paid the premiums described herein.

IV. Worker's Compensation

An employee who is absent from work as a result of an injury compensable under the Workers' Compensation Act who elects to receive sick leave or vacation pay pursuant to this policy shall submit his/her workers' compensation check endorsed to the Education District prior to receiving payment from the Education District for this absence.

V. Salary

The annual salary for this position shall be:

~~2023-2024~~	~~$54,534~~¶	
~~2024-2025~~	~~$56,170~~	
	260 Day Employee	**240 Day Employee**
2025-2026	$57,757	$53,314
2026-2027	$59,014	$54,474

VI. Longevity

Longevity increases will be given as described below:

5-9 years of service	$.50/hour
10-14 years of service	$.75/hour
15+ years of service	$1.00/hour

Longevity will be paid out in twenty-four (24) pay periods.

SCHEDULE A

TAX-DEFERRED, MATCHING-CONTRIBUTION PLAN:

1. The Education District shall contribute an amount equal to the employee contribution in a tax-deferred, matching-contribution plan, subject to the schedule below:

Years of Service in the Education District	**Education District Match**
0-3	$1,000~~$750~~
4-10	$1,500~~$1200~~
11-20	$2,000~~$1500~~
21+	$3,000~~$2500~~

2. Such plan shall be approved and subject to applicable provisions of Minnesota Statutes and IRS Code Section 403 (b) or IRS Code Section 457 and any amendments thereto.

3. All employees hired after July 1, 2025 will be automatically enrolled in a voluntary 403(b) plan. Forty-one and 66 dollars ($41.66) dollars will be deducted from each paycheck and contributed into a Target Date Fund (TDF) as the default investment managed by EFS Advisors. EFS Advisors will be the responsible Fiduciary of the default investments. An employee can opt out of the plan within ninety (90) days and withdrawals will be returned to the school and added back into the employee's paycheck. Employees may transfer the account to any of the qualified investment companies listed in the Employer 403(b) Plan Document Adoption Agreement. ~~The Education District's contributions are not payable unless the employee authorizes a matching salary reduction~~.

4. Part-time employees shall be eligible for prorated contributions provided the employees authorize salary reductions of an equivalent amount paid to the plan for the same period.

5. The Education District's contributions and matching employee contributions will be made to a company of the employee's choice from vendors on approved list. The employee is responsible to make all arrangements required by the vendor to ensure that proper payment is made by the Education District.

~~6. Participation in the plan shall be voluntary.¶~~

6.~~7.~~ Employees who are eligible to participate shall inform the Education District Office in writing of any change in annuity participation between July 1 and October 15. No other additions and/or deletions outside of this open enrollment period will be allowed during the course of the calendar year unless a defined need can be demonstrated and approved by the Director.

C. Technology Educational Consultant Agreement 2025-2027 37

GOODHUE COUNTY EDUCATION DISTRICT #6051
TECHNOLOGY EDUCATIONAL CONSULTANT AGREEMENT ~~NON-CLASSIFIED AGREEMENT~~

2025-2026 and 2026-2027~~2024-2025~~

I. Effective Dates, Termination, and Duties

A. Effective Dates

The following Wage and Benefit package is effective 7/1/2025-6/30/2027~~7/1/2024 – 6/30/2025~~. Termination During the Term

B. The Education District may terminate the employee's employment during the contract term for cause, but shall notify the employee in writing of the proposed grounds for termination and the employee will have the opportunity to respond.

C. Duties

The employee shall perform the duties outlined in their job description.

D. Probationary Period

Employees shall serve a six (6) month continuous working probationary period, but the Education District reserves the right to extend the probationary period to the end of the school year upon written notice to the probationary employee. Employees shall be formally evaluated at least once during the probationary period.

E. Evaluations

Employees shall be formally evaluated at least once every three years following the probationary period.

II. Duty Year and Leaves

A. Basic Work Year

1. The employee's work schedule will be determined by the Executive Director or designee, taking the requirements of the position into consideration. With agreement from the Executive Director or designee, daily hours may be flexed. This position has an FLSA Status of Exempt.

2. Employment will be for 215 days per year.

B. Emergency Days

Employees will be allowed to make up time lost due to snow emergency days, with the prior approval of their respective supervisor.

C. Earned Safe and Sick LeaveBereavement Leave

Earned sick and safe time means leave that is paid at the same hourly rate as an employee earns from employment.

The non-classified employee will earn twelve (12) sick leave days per year. Sick leave will be prorated for employees starting after July 1.

Sick leave use is defined in MN Statute 181.9413. An employee may use personal sick leave benefits provided by the employer for absences due to an illness of or injury to the employee's child, as defined in section 181.940, subdivision 4, adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent, for reasonable periods of time as the employee's attendance may be necessary, on the same terms upon which the employee is able to use sick leave benefits for the

employee's own illness or injury.

An employee may use sick leave as allowed under this section for safety leave, whether or not the employee's employer allows use of sick leave for that purpose for such reasonable periods of time as may be necessary. Safety leave may be used for assistance to the employee or assistance to the relatives described in paragraph (a). For the purpose of this section, "safety leave" is leave for the purpose of providing or receiving assistance because of sexual assault, domestic abuse, or harassment or stalking. For the purpose of this paragraph:

1. "domestic abuse" has the meaning given in section 518B.01;

2. "sexual assault" means an act that constitutes a violation under sections 609.342 to 609.3453 or 609.352; and 3. "harass" and "stalking" have the meanings given in section 609.749.

An employer may limit the use of safety leave or personal sick leave benefits provided by the employer for absences due to an illness of or injury to the employee's adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent to no less than 160 hours in any 12-month period. This does not apply to absences due to the illness or injury of a child, as defined in section 181.940, subdivision 4.

For purposes of this section, "personal sick leave benefits" means time accrued and available to an employee to be used as a result of absence from work due to personal illness or injury, but does not include short-term or long-term disability or other salary continuation benefits.

For the purpose of this section, "child" includes a stepchild and a biological, adopted, and foster child. For the purpose of this section, "grandchild" includes a step-grandchild, and a biological, adopted, and foster grandchild.

This section does not prevent an employer from providing greater sick leave benefits than are provided for under this section.

An employer shall not discharge, discipline, penalize, interfere with, threaten, restrain, coerce, or otherwise retaliate or discriminate against an employee for requesting or obtaining a leave of absence under this section.

This section does not prevent the Education District from providing greater sick leave benefits than are provided for under this section. Sick leave with pay shall be allowed whenever an employee's absence is found to have been due to his/her illness and/or disability which prevented attendance at school and performances of duties on that day or days.

Medical Certificate**:** The Education District may require an employee to furnish a medical certificate from a qualified physician or clinical psychologist authorized to practice, and perform within the scope of their practice, under state law as evidence of illness, indicating such absence was due to illness, in order to qualify for sick leave pay. However, the final determination as to the eligibility of an employee for sick leave is reserved to the Education District. In the event that a medical certificate will be required, the employee will be so advised.

Sick leave deductions allowed shall be deducted from the accrued sick leave days earned by the employee.

Sick leave pay shall be approved only through the use of the Education District online system. Unused sick leave will accumulate to 130 days for an employee working 7.5 hours per day 215 days per year.

D. Bereavement Leave

Bereavement leave shall be granted up to a total of five days per incident for the death(s) of a spouse, child, stepchild, ward, or parent/guardian, grandchild, grandparent, sister, brother, aunt, uncle, niece, nephew, first cousin and the same in-laws. No deductions will be made for the first three (3) days; however, the next two (2) days shall be deducted from accrued sick leave days. The Executive Director, at his or her discretion, may grant that up to two (2) sick days may be used for the illness, disability or death of a close friend or other relative not specified in the subdivision above.

E. Personal Leave

Personal leave may be granted to employees working pursuant to a letter of appointment at the discretion of the Executive Director of no more than three (3) days per year, noncumulative, for business or critical personal situations that arise which cannot be attended to when school is not in session. Personal leave will be prorated for employees starting after July 1.

Requests for personal leave must be made in writing to the Executive Director at least three (3) days in advance. Personal leave days shall not be granted for the first and last days of the school year. The Executive Director or designee may allow exceptions.

F. Jury Duty Leave

If the employee is absent because of jury service, the employee will receive regular salary from the Education District during this period of service, provided that the pay received for this jury service, less any reimbursement for mileage and expenses, will be relinquished to the Executive District.

G. Family Medical Leave

Pursuant to the Family Medical Leave Act, 29 U.S.C. 2601 et. seq., an eligible employee shall be granted, upon written request, up to 12 weeks of unpaid leave per 12-month period in connection with (1) the birth and first-year care of a child, (2) the adoption or foster placement of a child, (3) the serious health condition of a support personnel's spouse, child, or parent, and (4) the support personnel's own serious health condition.

Requests shall be made to the Executive Director at least 30 days in advance when practicable. Employees are expected to make reasonable effort to schedule leaves resulting from planned medical treatment so as not to disrupt unduly the operations of the Education District.

H. Leave of Absence

A leave of absence without pay may be granted, for up to one year, with Board approval, to employees with at least three (3) years of service for additional educational experiences, service in public office or other reasons deemed appropriate by the Education District. for up to one year without losing seniority. Employees must notify the Education District of their intent to return by March 1, of the school year preceding their return. If the notification is not made, the employee will not be guaranteed a position in the coming year.

I. Holiday Pay

The Education District recognizes the following holidays: New Year's Eve Day, New Year's Day, President's Day or float holiday if school is in session, Good Friday, Memorial Day, Juneteenth, Independence Day, Labor Day, Thanksgiving Day, Thanksgiving Friday, Christmas Eve, and Christmas Day.

III. Insurance

A. Health/Hospitalization InsuranceGroup Health/Hospitalization Insurance:

The Education District shall contribute up to the sums indicated per month for 12 months towards the cost of the group insurance plans listed below for all employees who qualify, and are enrolled in, the group insurance plans. To qualify for the health insurance benefit, the employee must work at least 7.5 hours per day 215 days per year.

The Education District shall contribute up to the amounts equal to the certified teaching staff contribution towards the premium for the employee and the employee's dependents for health insurance and dental insurance coverage under the Education District's group health and dental plans.

B. Life Insurance

The Education District shall provide a group term life insurance plan for the Administrative Assistant working at least 7.5 hours per day and 215 days per year, providing $75,000 of coverage for the employee, payable to the employee's named beneficiary.

The Education District shall contribute the full premium for said coverage for employees working at least 7.5 hours or more per day and 215 days per year.

C. Income Protection Insurance

Income protection insurance shall be available for the employee.

The Education District shall contribute the full premium for said coverage for those employees working at least 7.5 or more hours per day and 215 days per year.

D. Claims Against the Education District

The eligibility of the employee, or the employee's dependents or beneficiary for insurance benefits shall be governed by the terms of the insurance policies purchased by the Education District pursuant to this section. It is understood that the Education District's only obligation is to purchase the insurance policies described herein, and no claim shall be made against the Education District as a result of denial by an insurer of insurance benefits if the Education District has purchased the policies and paid the premiums described herein.

Following the negotiation of the 2025-2026 and 2026-2027 Agreement between Goodhue County Education District, District No. 6051-61 and Education Minnesota - Goodhue County Education District, Local No. 4583 Section III Parts A and B will be updated to match the negotiated terms of that agreement

IV. Workers Compensation

An employee who is absent from work as a result of an injury compensable under the Workers' Compensation Act who elects to receive sick leave or vacation pay pursuant to this policy shall submit his/her Workers' Compensation check endorsed to the Education District prior to receiving payment from the Education District for this absence.

V. Salary

The annual salary for this position shall be based on the Agreement between Goodhue County Education District, District No. 6051-61 and Education Minnesota - Goodhue County Education District, Local No. 4583 Salary Grids.

For employee J. Soltis this is set at the following: 2025-2026 MA Step 8 and 2026-2027 MA Step 9. ~~$60,000.~~

SCHEDULE A

TAX-DEFERRED, MATCHING-CONTRIBUTION PLAN:

1. The Education District shall contribute an amount equal to the employee contribution in a tax-deferred, matching-contribution plan, subject to the schedule below:

   Years of Service in the Education District Education District Match

1-4	$ 800
5-11	$ 1,300
12-21	$ 1,700
22+	$3,000

   The Education District's matching contributions in this section will be fully vested upon the employee completing four (4) years of service. Any Education District matching contributions for teachers who leave prior to vesting will revert back to the Education District.

2. Such plan shall be approved and subject to applicable provisions of Minnesota Statutes and IRS Code Section 403(b) or IRS Code Section 457 and any amendments thereto.

3. All employees will be automatically enrolled in a 403(b) plan. $33.34 will be deducted from each paycheck and contributed into a Target Date Fund (TDF) as the default investment managed by EFS Advisors. EFS Advisors will be the responsible Fiduciary of the default investments. An employee can opt out of the plan within 90 days of their first work day and withdrawals will be returned to the Education District and added back into the employee's paycheck. Employees may transfer the account to any of the qualified investment companies listed in the Employer 403(b) Plan Document Adoption Agreement.

4. Part-time employees shall be eligible for prorated contributions.

5. The Education District's contributions and matching employee contributions will be made to a company of the employee's choice from vendors on approved list. The employee is responsible to make all arrangements required by the vendor to ensure that proper payment is made by the Education District.

6. Participation in the plan is automatic. An employee has the option to increase their contribution above the education district match.

7. Employees who are eligible to participate shall inform the Education District Office in writing of any change in annuity participation between July 1 and October 15. No other additions and/or deletions outside of this open enrollment period will be allowed during the course of the calendar year unless a defined need can be demonstrated and approved by the Executive Director.

   Following the negotiation of the 2025-2026 and 2026-2027 Agreement between Goodhue County Education District, District No. 6051-61 and Education Minnesota - Goodhue County Education District, Local No. 4583 this section will be updated to match the negotiated terms of that agreement.

D. 1st Reading of Annually Reviewed Policies: Policy 506 Student Discipline, Policy 722 Public Data Request and Data Subject Requests and 806 Crisis Management. 43

506 STUDENT DISCIPLINE

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

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

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

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

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

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

III. DEFINITIONS

A. "Non Exclusionary disciplinary policies and practices" means policies and practices that are alternatives to dismissing a pupil from school, including but not limited to evidence-based positive behavior interventions and supports, social and emotional services, school-linked mental health services, counseling services, social work services, academic screening for Title 1 services or reading interventions, and

alternative education services. Non Exclusionary disciplinary policies and practices include but are not limited to the policies and practices under Minnesota Statutes sections 120B.12; 121A.575, clauses (1) and (2); 121A.031, subdivision 4, paragraph (a), clause (1); 121A.61, subdivision 3, paragraph (r); and 122A.627, clause (3).

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

IV. POLICY

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

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

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

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

1. for a pupil who remains enrolled in the education district or is awaiting enrollment in a new district, the education district's continuing responsibility includes reviewing the pupil's schoolwork and grades on a quarterly basis to ensure the pupil is on track for readmission with the pupil's peers. The education district must communicate on a regular basis with the pupil's parent or guardian to ensure that the pupil is completing the work assigned through the alternative educational services as defined in Minnesota Statutes, section 121A.41, subdivision 11. These services are required until the pupil enrolls in another school or returns to the same school;

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

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

V. AREAS OF RESPONSIBILITY

A. The Education district Board. The education district board holds all education district personnel responsible for the maintenance of order within the education district and supports all personnel acting within the framework of this discipline policy.

B. Executive director. The executive director shall establish guidelines and directives to carry out this policy, hold all education district personnel, students, and parents responsible for conforming to this policy, and support all education district personnel

performing their duties within the framework of this policy. The executive director shall also establish guidelines and directives for using the services of appropriate agencies for assisting students and parents. Any guidelines or directives established to implement this policy shall be submitted to the education district board for approval and shall be attached as an addendum to this policy.

C. Principal. The education district principal is given the responsibility and authority to formulate building rules and regulations necessary to enforce this policy, subject to final education district board approval. The principal shall give direction and support to all education district personnel performing their duties within the framework of this policy. The principal shall consult with parents of students conducting themselves in a manner contrary to the policy. The principal shall also involve other professional employees in the disposition of Behavior referrals and shall make use of those agencies appropriate for assisting students and parents. A principal, in exercising his or her lawful authority, may use reasonable force when it is necessary under the circumstances to restrain a student to prevent imminent bodily harm or death to the student or another.

D. Teachers. All teachers shall be responsible for providing a well-planned teaching/learning environment and shall have primary responsibility for student conduct, with appropriate assistance from the administration. All teachers shall enforce the Code of Student Conduct. In exercising the teacher's lawful authority, a teacher may use reasonable force when it is necessary under the circumstances to restrain a student to prevent imminent bodily harm or death to the student or another.

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

For the purpose for Minnesota Statutes, section 121A.582 (Student Discipline; Reasonable Force), a school resource officer, as defined in Minnesota Statutes, sections 626.8482, subdivision 1, paragraph 2 is not an education district employee or agent of the education district

F. Parents or Legal Guardians. Parents and guardians shall be held responsible for the behavior of their children as determined by law and community practice. They are expected to cooperate with education district authorities and to participate regarding the behavior of their children.

G. Students. All students shall be held individually responsible for their behavior and for knowing and obeying the Code of Student Conduct and this policy.

H. Community Members. Members of the community are expected to contribute to the establishment of an atmosphere in which rights and duties are effectively acknowledged and fulfilled.

I. Reasonable Force Reports

1. The education district must report data on its use of any reasonable force used on a student with a disability to correct or restrain the student to prevent

imminent bodily harm or death to the student or another that is consistent with the definition of physical holding under Minnesota Statutes, section 125A.0941, paragraph (c), as outlined in section 125A.0942, subdivision 3, paragraph (b).

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

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

VI. STUDENT RIGHTS

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

VII. STUDENT RESPONSIBILITIES

All students have the responsibility:

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

B. To attend school daily, except when excused, and to be on time to all classes and other school functions;

C. To pursue and attempt to complete the courses of study prescribed by the state and local school authorities;

D. To make necessary arrangements for making up work when absent from school;

E. To assist the school staff in maintaining a safe school for all students;

F. To be aware of all school rules, regulations, policies, and procedures, including those in this policy, and to conduct themselves in accord with them;

G. To assume that until a rule or policy is waived, altered, or repealed, it is in full force and effect;

H. To be aware of and comply with federal, state, and local laws;

I. To volunteer information in disciplinary cases should they have any knowledge relating to such cases and to cooperate with school staff as appropriate;

J. To respect and maintain the education district's property and the property of others;

K. To dress and groom in a manner which meets standards of safety and health and common standards of decency and which is consistent with applicable education district policy;

L. To avoid inaccuracies in student newspapers or publications and refrain from indecent

or obscene language;

M. To conduct themselves in an appropriate physical or verbal manner; and

N. To recognize and respect the rights of others.

VIII. CODE OF STUDENT CONDUCT

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

1. Violations against property including, but not limited to, damage to or destruction of education district property or the property of others, failure to compensate for damage or destruction of such property, arson, breaking and entering, theft, robbery, possession of stolen property, extortion, trespassing, unauthorized usage, or vandalism;

2. The use of profanity or obscene language, or the possession of obscene materials;

3. Gambling, including, but not limited to, playing a game of chance for stakes;

4. Violation of the education district's Hazing Prohibition Policy;

5. Attendance problems including, but not limited to, truancy, absenteeism, tardiness, skipping classes, or leaving school grounds without permission;

6. Violation of the education district's Student Attendance Policy;

7. Opposition to authority using physical force or violence;

8. Using, possessing, or distributing tobacco, tobacco-related devices, electronic cigarettes, or tobacco paraphernalia in violation of the education district's Tobacco-Free Environment; Possession and Use of Tobacco, Tobacco-Related Devices, and Electronic Delivery Devices Policy;

9. Using, possessing, distributing, intending to distribute, making a request to another person for (solicitation), or being under the influence of alcohol or other intoxicating substances or look-alike substances;

10. Using, possessing, distributing, intending to distribute, making a request to another person for (solicitation), or being under the influence of narcotics, drugs, or other controlled substances (except as prescribed by a physician), or look-alike substances (these prohibitions include medical marijuana or medical cannabis, even when prescribed by a physician, and one student sharing

prescription medication with another student);

11. Using, possessing, or distributing items or articles that are illegal or harmful to persons or property including, but not limited to, drug paraphernalia;

12. Using, possessing, or distributing weapons, or look-alike weapons or other dangerous objects;

13. Violation of the education district's Weapons Policy;

14. Violation of the education district's Violence Prevention Policy;

15. Possession of ammunition including, but not limited to, bullets or other projectiles designed to be used in or as a weapon;

16. Possession, use, or distribution of explosives or any compound or mixture, the primary or common purpose or intended use of which is to function as an explosive;

17. Possession, use, or distribution of fireworks or any substance or combination of substances or article prepared for the purpose of producing a visible or an audible effect by combustion, explosion, deflagration or detonation;

18. Using an ignition device, including a butane or disposable lighter or matches, inside an educational building and under circumstances where there is a risk of fire, except where the device is used in a manner authorized by the school;

19. Violation of any local, state, or federal law as appropriate;

20. Acts disruptive of the educational process, including, but not limited to, disobedience, disruptive or disrespectful behavior, defiance of authority, cheating, insolence, insubordination, failure to identify oneself, improper activation of fire alarms, or bomb threats;

21. Violation of the education district's Internet Acceptable Use and Safety Policy;

22. Use of a cell phone in violation of the education district's Internet Acceptable Use and Safety Policy;

23. Violation of school bus or transportation rules or the education district's Student Transportation Safety Policy;

24. Violation of parking or school traffic rules and regulations, including, but not limited to, driving on education district property in such a manner as to endanger persons or property;

25. Violation of directives or guidelines relating to lockers or improperly gaining access to a school locker;

26. Violation of the education district's Search of Student Lockers, Desks, Personal Possessions, and Student's Person Policy;

27. Violation of the education district's Student Use and Parking of Motor Vehicles; Patrols, Inspections, and Searches Policy;

28. Possession or distribution of slanderous, libelous, or pornographic materials;

29. Violation of the education district's Bullying Prohibition Policy;

30. Student attire or personal grooming which creates a danger to health or safety

or creates a disruption to the educational process, including clothing which bears a message which is lewd, vulgar, or obscene, apparel promoting products or activities that are illegal for use by minors, or clothing containing objectionable emblems, signs, words, objects, or pictures communicating a message that is racist, sexist, or otherwise derogatory to a protected minority group or which connotes gang membership;

31. Criminal activity;

32. Falsification of any records, documents, notes, or signatures;

33. Tampering with, changing, or altering records or documents of the education district by any method including, but not limited to, computer access or other electronic means;

34. Scholastic dishonesty which includes, but is not limited to, cheating on a school assignment or test, plagiarism, or collusion, including the use of picture phones or other technology to accomplish this end;

35. Impertinent or disrespectful words, symbols, acronyms, or language, whether oral or written, related to teachers or other education district personnel;

36. Violation of the education district's Harassment and Violence Policy;

37. Actions, including fighting or any other assaultive behavior, which causes or could cause injury to the student or other persons or which otherwise endangers the health, safety, or welfare of teachers, students, other education district personnel, or other persons;

38. Committing an act which inflicts great bodily harm upon another person, even though accidental or a result of poor judgment;

39. Violations against persons, including, but not limited to, assault or threatened assault, fighting, harassment, interference or obstruction, attack with a weapon, or look-alike weapon, sexual assault, illegal or inappropriate sexual conduct, or indecent exposure;

40. Verbal assaults or verbally abusive behavior including, but not limited to, use of words, symbols, acronyms, or language, whether oral or written, that are discriminatory, abusive, obscene, threatening, intimidating, degrading to other people, or threatening to education district property;

41. Physical or verbal threats including, but not limited to, the staging or reporting of dangerous or hazardous situations that do not exist;

42. Inappropriate, abusive, threatening, or demeaning actions based on race, color, creed, religion, sex, marital status, status with regard to public assistance, disability, national origin, or sexual orientation;

43. Violation of the education district's Distribution of Nonschool-Sponsored Materials on School Premises by Students and Employees Policy;

44. Violation of the education district's one-to-one device rules and regulations;

45. Violation of school rules, regulations, policies, or procedures, including, but not limited to, those policies specifically enumerated in this policy;

46. Other acts, as determined by the education district, which are disruptive of the educational process or dangerous or detrimental to the student or other students, education district personnel or surrounding persons, or which

violate the rights of others or which damage or endanger the property of the school, or which otherwise interferes with or obstruct the mission or operations of the education district or the safety or welfare of students or employees.

IX. RECESS AND OTHER BREAKS

A. "Recess detention" means excluding or excessively delaying a student from participating in a scheduled recess period as a consequence for student behavior. Recess detention does not include, among other things, providing alternative recess at the student's choice.

B. The education district is encouraged to ensure student access to structured breaks from the demands of school and to support teachers, principals, and other education district staff in their efforts to use evidence-based approaches to reduce exclusionary forms of discipline.

C. The education district must not use recess detention unless:

1. a student causes or is likely to cause serious physical harm to other students or staff;

2. the student's parent or guardian specifically consents to the use of recess detention; or

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

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

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

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

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

X. DISCIPLINARY ACTION OPTIONS

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

A. Student conference with teacher, principal, counselor, or other education district personnel, and verbal warning;

B. Confiscation by education district personnel and/or by law enforcement of any item, article, object, or thing, prohibited by, or used in the violation of, any education district policy, rule, regulation, procedure, or state or federal law. If confiscated by the education district, the confiscated item, article, object, or thing will be released only to the parent/guardian following the completion of any investigation or disciplinary action instituted or taken related to the violation.

C. Parent contact;

D. Parent conference;

E. Removal from class;

F. In-school suspension;

G. Suspension from extracurricular activities;

H. Detention or restriction of privileges;

I. Loss of school privileges;

J. In-school monitoring or revised class schedule;

K. Referral to in-school support services;

L. Referral to community resources or outside agency services;

M. Financial restitution;

N. Referral to police, other law enforcement agencies, or other appropriate authorities;

O. A request for a petition to be filed in district court for juvenile delinquency adjudication;

P. Out-of-school suspension under the Pupil Fair Dismissal Act;

Q. Preparation of an admission or readmission plan;

R. Saturday school;

S. Expulsion under the Pupil Fair Dismissal Act;

T. Exclusion under the Pupil Fair Dismissal Act; and/or

U. Other disciplinary action as deemed appropriate by the education district.

XI. REMOVAL OF STUDENTS FROM CLASS

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

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

1. Willful conduct that significantly disrupts the rights of others to an education, including conduct that interferes with a teacher's ability to teach or communicate effectively with students in a class or with the ability of other students to learn;

2. Willful conduct that endangers surrounding persons, including education district employees, the student or other students, or the property of the education district ;

3. Willful violation of any education district rules, regulations, policies or procedures, including the Code of Student Conduct in this policy; or

4. Other conduct, which in the discretion of the teacher or administration, requires removal of the student from class.

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

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

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

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

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

1. Specify procedures to remove a student from a class to be followed by a teacher, education district administrator, or other education district employee;

2. Specify required approvals necessary;

3. Specify paperwork and reporting procedures.

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

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

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

1. Designation of where student is to go when removed;

2. Designation of how student is to get to designated destination;

3. Whether student must be accompanied;

4. *Statement of what student is to do when and while removed;*

5. *Designation of who has control over and responsibility for student after removal from class.*

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

1. *Specification of procedures;*

2. *Actions or approvals required such as notes, conferences, readmission plans.*

G. Procedures for Notifying a Student and the Student's Parents or Guardian of Violation of the Rules of Conduct and of Resulting Disciplinary Actions;

1. *Specification of Procedures;*

2. *Actions or approvals required, such as notes, conferences, readmission plans.*

H. Disabled Students; Special Provisions.

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

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

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

I. Procedures for Detecting and Addressing Chemical Abuse Problems of Students While on Education district Premises.

1. *Establishment of a chemical abuse pre assessment team pursuant to Minnesota Statutes, section 121A.26;*

2. *Establishment of teacher reporting procedures to the chemical abuse pre assessment team pursuant to Minnesota StatutesN section 121A.29.*

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

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

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

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

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

O. Unscheduled Student Removal From Class

A public school is encouraged to adopt a school policy on parental notification for unscheduled student removal from class. The public school must consult

with child abuse prevention experts to incorporate best practices into the school policy. A public school with a policy on parental notification must include the policy in the employee handbook and disseminate information to school staff regarding child abuse prevention in a school setting.

[NOTE: The 2024 Minnesota legislature enacted this provision, which does not require a school board to adopt policy language. School districts may determine whether to adopt policy language.]

XII. DISMISSAL

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

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

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

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

1. Willful violation of any reasonable education district board regulation, including those found in this policy;

2. Willful conduct that significantly disrupts the rights of others to an education, or the ability of education district personnel to perform their duties, or education district sponsored extracurricular activities; or

3. Willful conduct that endangers the student or other students, or surrounding persons, including education district employees, or property of the education district.

C. Disciplinary Dismissals Prohibited

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

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

   b. kindergarten through Grade 3.

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

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

D. Suspension Procedures

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

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

3. If a student's total days of removal from school exceed ten (10) cumulative days in a school year, the education district shall make reasonable attempts to convene a meeting with the student and the student's parent or guardian before subsequently removing the student from school and, with the permission of the parent or guardian, arrange for a mental health screening for the student at the parent or guardian's expense. The purpose of this meeting is to attempt to determine the student's need for assessment or other services or whether the parent or guardian should have the student assessed or diagnosed to determine whether the student needs treatment for a mental health disorder.

4. The definition of suspension under Minnesota Statutes, section 121A.41, subdivision 10, does not apply to a student's dismissal from school for one school day or less, except as provided under federal law for a student with a disability. Each suspension action may include a readmission plan. The plan shall include, where appropriate, a provision for implementing alternative educational services upon readmission which must not be used to extend the current suspension. A readmission plan must not obligate a parent or guardian to provide psychotropic drugs to their student as a condition of readmission. Education district administration must not use the refusal of a parent or guardian to consent to the administration of psychotropic drugs to their student or to consent to a psychiatric evaluation, screening, or examination of the student as a ground, by itself, to prohibit the student from attending class or participating in a education district-related activity, or as a basis of a charge of child abuse, child neglect, or medical or educational neglect. The education district administration may not impose consecutive suspensions against the same student for the same course of conduct, or incident of misconduct, except where the student will create an immediate and substantial danger to self or to surrounding persons or property or where the education district is in the process of initiating an expulsion, in which case the education district administration may extend the suspension to a total of fifteen (15) days.

5. A child with a disability may be suspended. When a child with a disability has been suspended for more than five (5) consecutive days or ten (10) cumulative school days in the same year, and that suspension does not involve a recommendation for expulsion or exclusion or other change in placement under federal law, relevant members of the child's IEP team, including at least one of the child's teachers, shall meet and determine the extent to which the

child needs services in order to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals in the child's IEP. That meeting must occur as soon as possible, but no more than ten (10) days after the sixth (6^{th}) consecutive day of suspension or the tenth (10^{th}) cumulative day of suspension has elapsed.

6. Alternative education services must be provided to a pupil who is suspended for more than five (5) consecutive school days. Alternative educational services may include, but are not limited to, special tutoring, modified curriculum, modified instruction, other modifications or adaptations, instruction through electronic media, special education services as indicated by appropriate assessments, homebound instruction, supervised homework, or enrollment in another district or in an alternative learning center under Minnesota Statutes, section 123A.05 selected to allow the student to progress toward meeting graduation standards under Minnesota Statutes, section 120B.02, although in a different setting.

7. The education district administration shall not suspend a student from school without an informal administrative conference with the student. The informal administrative conference shall take place before the suspension, except where it appears that the student will create an immediate and substantial danger to self or to surrounding persons or property, in which case the conference shall take place as soon as practicable following the suspension. At the informal administrative conference, a education district administrator shall notify the student of the grounds for the suspension, provide an explanation of the evidence the authorities have, and the student may present the student's version of the facts. A separate administrative conference is required for each period of suspension.

8. After education district administration notifies a student of the grounds for suspension, education district administration may, instead of imposing the suspension, do one or more of the following:

   a. strongly encourage a parent or guardian of the student to attend school with the student for one day;

   b. assign the student to attend school on Saturday as supervised by the principal or the principal's designee; and

   c. petition the juvenile court that the student is in need of services under Minnesota Statutes chapter 260C.

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

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

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

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

E. Expulsion and Exclusion Procedures

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

2. "Exclusion" means an action taken by the education district board to prevent enrollment or re-enrollment of a student for a period that shall not extend beyond the school year. The authority to exclude rests with the education district board.

3. All expulsion and exclusion proceedings will be held pursuant to and in accordance with the provisions of the Minnesota Pupil Fair Dismissal Act, Minnesota Statutes, sections 121A.40-121A.56.

4. No expulsion or exclusion shall be imposed without a hearing, unless the right to a hearing is waived in writing by the student and parent or guardian.

5. The student and parent or guardian shall be provided written notice of the education district's intent to initiate expulsion or exclusion proceedings. This notice shall be served upon the student and his or her parent or guardian personally or by mail, and shall contain a complete statement of the facts; a list of the witnesses and a description of their testimony; state the date, time and place of hearing; be accompanied by a copy of the Pupil Fair Dismissal Act, Minnesota Statutes, sections 121A.40-121A.56; describe the non exclusionary disciplinary practices accorded the student in an attempt to avoid the expulsion proceedings; and inform the student and parent or guardian of their right to: (1) have a representative of the student's own choosing, including legal counsel at the hearing; (2) examine the student's records before the hearing; (3) present evidence; and (4) confront and cross-examine witnesses. The education district must advise the student's parent or guardian that free or low-cost legal assistance may be available and that a legal assistance resource list is available from the Minnesota Department of Education (MDE) and is posted on its website.

6. The hearing shall be scheduled within ten (10) days of the service of the written notice unless an extension, not to exceed five (5) days, is requested for good cause by the education district, student, parent, or guardian.

7. All hearings shall be held at a time and place reasonably convenient to the student, parent, or guardian and shall be closed, unless the student, parent, or guardian requests an open hearing.

8. The education district shall record the hearing proceedings at district expense, and a party may obtain a transcript at its own expense.

9. The student shall have a right to a representative of the student's own choosing, including legal counsel, at the student's sole expense. The education district shall advise the student's parent or guardian that free or low-cost legal assistance may be available and that a legal assistance resource list is available from MDE. The education district board may appoint an attorney to represent the education district in any proceeding.

10. If the student designates a representative other than the parent or guardian,

the representative must have a written authorization from the student and the parent or guardian providing them with access to and/or copies of the student's records.

11. All expulsion or exclusion hearings shall take place before and be conducted by an independent hearing officer designated by the education district. The hearing shall be conducted in a fair and impartial manner. Testimony shall be given under oath and the hearing officer shall have the power to issue subpoenas and administer oaths.

12. At a reasonable time prior to the hearing, the student, parent or guardian, or authorized representative shall be given access to all education district records pertaining to the student, including any tests or reports upon which the proposed dismissal action may be based.

13. The student, parent or guardian, or authorized representative, shall have the right to compel the presence of any education district employee or agent or any other person who may have evidence upon which the proposed dismissal action may be based, and to confront and cross-examine any witnesses testifying for the education district.

14. The student, parent or guardian, or authorized representative, shall have the right to present evidence and testimony, including expert psychological or educational testimony.

15. The student cannot be compelled to testify in the dismissal proceedings.

16. The hearing officer shall prepare findings and a recommendation based solely upon substantial evidence presented at the hearing, which must be made to the education district board and served upon the parties within two (2) days after the close of the hearing.

17. The education district board shall base its decision upon the findings and recommendation of the hearing officer and shall render its decision at a meeting held within five (5) days after receiving the findings and recommendation. The education district board may provide the parties with the opportunity to present exceptions and comments to the hearing officer's findings and recommendation provided that neither party presents any evidence not admitted at the hearing. The decision by the education district board must be based on the record, must be in writing, and must state the controlling facts on which the decision is made in sufficient detail to apprise the parties and the Commissioner of the Minnesota Department of Education (Commissioner) of the basis and reason for the decision.

18. A party to an expulsion or exclusion decision made by the education district board may appeal the decision to the Commissioner within twenty-one (21) calendar days of education district board action pursuant to Minnesota Statutes section 121A.49. The decision of the education district board shall be implemented during the appeal to the Commissioner.

19. The education district shall report any suspension, expulsion or exclusion action taken to the appropriate public service agency, when the student is under the supervision of such agency.

20. The education district must report, through the MDE electronic reporting system, each expulsion or exclusion within thirty (30) days of the effective date of the action to the Commissioner. This report must include a statement of alternative educational services given the student and the reason for, the effective date, and the duration of the exclusion or expulsion. The report must also include the student's age, grade, gender, race, and special education

status. The dismissal report must include state student identification numbers of affected students.

21. Whenever a student fails to return to school within ten (10) school days of the termination of dismissal, an education district administrator shall inform the student and his/her parent or guardian by mail of the student's right to attend and to be reinstated in the education district.

XIII. ADMISSION OR READMISSION PLAN

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

XIV. NOTIFICATION OF POLICY VIOLATIONS

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

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

XV. STUDENT DISCIPLINE RECORDS

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

XVI. STUDENTS WITH DISABILITIES

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

Before initiating an expulsion or exclusion of a student with a disability, relevant members of the child's IEP team and the child's parent shall, consistent with federal law, conduct a manifestation determination and determine whether the child's behavior was (i) caused by or had a direct and substantial relationship to the child's disability and (ii) whether the child's conduct was a direct result of a failure to implement the child's IEP. If the student's educational program is appropriate and the behavior is not a manifestation of the student's disability, the education district will proceed with discipline – up to and including expulsion – as if the student did not have a disability, unless the student's educational program provides otherwise. If the team determines that the behavior subject to discipline is a manifestation of

the student's disability, the team shall conduct a functional behavioral assessment and implement a behavioral intervention plan for such student provided that the education district had not conducted such assessment prior to the manifestation determination before the behavior that resulted in a change of placement. Where a behavioral intervention plan previously has been developed, the team will review the behavioral intervention plan and modify it as necessary to address the behavior.

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

XVII. OPEN ENROLLED STUDENTS

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

XVIII. DISCIPLINE COMPLAINT PROCEDURE

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

The Discipline Complaint Procedure must, at a minimum:

1. provide procedures for communicating this policy including the ability for a parent to appeal a decision under Minnesota Statutes, section 121A.49 that contains explicit instructions for filing the complaint;

2. provide an opportunity for involved parties to submit additional information related to the complaint;

3. provide a procedure to begin to investigate complaints within three school days of receipt, and identify personnel who will manage the investigation and any resulting record and are responsible for keeping and regulating access to any record;

4. provide procedures for issuing a written determination to the complainant that addresses each allegation and contains findings and conclusions;

5. if the investigation finds the requirements of Minnesota Statutes, sections 121A.40 to 121A.61, including any local policies that were not implemented appropriately, contain procedures that require a corrective action plan to correct a student's record and provide relevant staff with training, coaching, or other accountability practices to ensure appropriate compliance with policies in the future; and

6. prohibit reprisals or retaliation against any person who asserts, alleges, or reports a complaint, and provide procedures for applying appropriate consequences for a person who engages in reprisal or retaliation.

XIX. DISTRIBUTION OF POLICY

The education district will notify students and parents of the existence and contents of this policy in such manner as it deems appropriate. Copies of this discipline policy shall be made

available to all students and parents at the commencement of each school year and to all new students and parents upon enrollment. This policy shall also be available upon request in each principal's office.

XX. REVIEW OF POLICY

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

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

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

722 PUBLIC DATA AND DATA SUBJECT REQUESTS

[Note: School districts are required by statute to establish procedures consistent with the Minnesota Government Data Practices Act for public data requests and data subject requests.]

I. PURPOSE

The education district recognizes its responsibility relative to the collection, maintenance, and dissemination of public data as provided in state statutes.

II. GENERAL STATEMENT OF POLICY

The education district will comply with the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes chapter 13 (MGDPA), and Minnesota Rules parts 1205.0100-1205.2000 in responding to requests for public data.

III. DEFINITIONS

A. Confidential Data on Individuals

Data made not public by statute or federal law applicable to the data and are inaccessible to the individual subject of those data.

B. Data on Individuals

All government data in which any individual is or can be identified as the subject of that data, unless the appearance of the name or other identifying data can be clearly demonstrated to be only incidental to the data and the data are not accessed by the name or other identifying data of any individual.

C. Data Practices Compliance Officer

The data practices compliance official is the designated employee of the education district to whom persons may direct questions or concerns regarding problems in obtaining access to data or other data practices problems. The responsible authority may be the data practices compliance official.

D. Government Data

All data collected, created, received, maintained or disseminated by any government entity regardless of its physical form, storage media or conditions of use.

E. Individual

"Individual" means a natural person. In the case of a minor or an incapacitated person as defined in Minnesota Statutes section 524.5-102, subdivision 6, "individual" includes a parent or guardian or an individual acting as a parent or guardian in the absence of a parent or guardian, except that the responsible authority shall withhold data from parents or guardians, or individuals acting as parents or guardians in the absence of parents or guardians, upon request by the minor if the responsible authority determines that withholding the data would be in the best interest of the minor.

F. Inspection

"Inspection" means the visual inspection of paper and similar types of government data. Inspection does not include printing copies by the education district, unless printing a copy is the only method to provide for inspection of the data. For data stored in electronic form and made available in electronic form on a remote access basis to the public by the education district, inspection includes remote access to the data by the public and the ability to print copies of or download the data on the public's own computer equipment.

G. Not Public Data

Any government data classified by statute, federal law, or temporary classification as confidential, private, nonpublic, or protected nonpublic.

H. Nonpublic Data

Data not on individuals made by statute or federal law applicable to the data: (a) not accessible to the public; and (b) accessible to the subject, if any, of the data.

I. Private Data on Individuals

Data made by statute or federal law applicable to the data: (a) not public; and (b) accessible to the individual subject of those data.

J. Protected Nonpublic Data

Data not on individuals made by statute or federal law applicable to the data (a) not public and (b) not accessible to the subject of the data.

K. Public Data

All government data collected, created, received, maintained, or disseminated by the education district, unless classified by statute, temporary classification pursuant to statute, or federal law, as nonpublic or protected nonpublic; or, with respect to data on individuals, as private or confidential.

L. Public Data Not on Individuals

Data accessible to the public pursuant to Minnesota Statutes section 13.03.

M. Public Data on Individuals

Data accessible to the public in accordance with the provisions of section 13.03.

N. Responsible Authority

The individual designated by the education district board as the individual responsible for the collection, use, and dissemination of any set of data on individuals, government data, or summary data, unless otherwise provided by state law. Until an individual is designated by the education district board, the responsible authority is the superintendent.

O. Summary Data

Statistical records and reports derived from data on individuals but in which individuals are not identified and from which neither their identities nor any other characteristic that could uniquely identify an individual is ascertainable. Unless classified pursuant to

Minnesota Statutes section 13.06, another statute, or federal law, summary data is public.

IV. REQUESTS FOR PUBLIC DATA

A. All requests for public data must be made in writing directed to the responsible authority.

1. A request for public data must include the following information:

a. Date the request is made;

b. A clear description of the data requested;

c. Identification of the form in which the data is to be provided (e.g., inspection, copying, both inspection and copying, etc.); and

d. Method to contact the requestor (such as phone number, address, or email address).

2. Unless specifically authorized by statute, the education district may not require persons to identify themselves, state a reason for, or justify a request to gain access to public government data. A person may be asked to provide certain identifying or clarifying information for the sole purpose of facilitating access to the data. ~~A requestor is not required to explain the reason for the data request.~~

3. The identity of the requestor is public, if provided, but cannot be required by the government entity.

4. The responsible authority may seek clarification from the requestor if the request is not clear before providing a response to the data request.

B. The responsible authority will respond to a data request at reasonable times and places as follows:

1. The responsible authority will notify the requestor in writing as follows:

a. The requested data does not exist; or

b. The requested data does exist but either all or a portion of the data is not accessible to the requestor; or

(1) If the responsible authority determines that the requested data is classified so that access to the requestor is denied, the responsible authority will inform the requestor of the determination in writing, as soon thereafter as possible, and shall cite the specific statutory section, temporary classification, or specific provision of federal law on which the determination is based.

(2) Upon the request of a requestor who is denied access to data, the responsible authority shall certify in writing that the request has been denied and cite the specific statutory section, temporary classification, or specific provision of federal law upon which the denial was based.

c. The requested data does exist and provide arrangements for inspection of the data, identify when the data will be available for pick-up, or indicate that the data will be sent by mail. If the requestor does not appear at the time and place established for inspection of the data or the data is not picked up within ten (10) business days after the requestor is notified, the education district will conclude that the data is no longer wanted and will consider the request closed.

2. The education district's response time may be affected by the size and complexity of the particular request, including necessary redactions of the data, and also by the number of requests made within a particular period of time.

3. The education district will provide an explanation of technical terminology, abbreviations, or acronyms contained in the responsive data on request.

4. The education district is not required by the MGDPA to create or collect new data in response to a data request, or to provide responsive data in a specific form or arrangement if the education district does not keep the data in that form or arrangement.

5. The education district is not required to respond to questions that are not about a particular data request or requests for data in general.

V. REQUEST FOR SUMMARY DATA

A. A request for the preparation of summary data shall be made in writing directed to the responsible authority.

1. A request for the preparation of summary data must include the following information:

a. Date the request is made;

b. A clear description of the data requested;

c. Identify the form in which the data is to be provided (e.g., inspection, copying, both inspection and copying, etc.); and

d. Method to contact requestor (phone number, address, or email address).

B. The responsible authority will respond within ten (10) business days of the receipt of a request to prepare summary data and inform the requestor of the following:

1. The estimated costs of preparing the summary data, if any; and

2. The summary data requested; or

3. A written statement describing a time schedule for preparing the requested summary data, including reasons for any time delays; or

4. A written statement describing the reasons why the responsible authority has determined that the requestor's access would compromise the private or confidential data.

C. The education district may require the requestor to pre-pay all or a portion of the cost of creating the summary data before the education district begins to prepare the summary data.

VI. DATA BY AN INDIVIDUAL DATA SUBJECT

A. Collection and storage of all data on individuals and the use and dissemination of private and confidential data on individuals shall be limited to that necessary for the administration and management of programs specifically authorized by the legislature or local governing body or mandated by the federal government.

B. Private or confidential data on an individual shall not be collected, stored, used, or disseminated by the education district for any purposes other than those stated to the individual at the time of collection in accordance with Minnesota Statutes section 13.04, except as provided in Minnesota Statutes section 13.05, subdivision 4.

C. Upon request to the responsible authority or designee, an individual shall be informed whether the individual is the subject of stored data on individuals, and whether it is classified as public, private or confidential. Upon further request, an individual who is the subject of stored private or public data on individuals shall be shown the data without any charge and, if desired, shall be informed of the content and meaning of that data.

D. After an individual has been shown the private data and informed of its meaning, the data need not be disclosed to that individual for six months thereafter unless a dispute or action pursuant to this section is pending or additional data on the individual has been collected or created.

E. The responsible authority or designee shall provide copies of the private or public data upon request by the individual subject of the data. The responsible authority or designee may require the requesting person to pay the actual costs of making and certifying the copies.

F. The responsible authority or designee shall comply immediately, if possible, with any request made pursuant to this subdivision, or within ten days of the date of the request, excluding Saturdays, Sundays and legal holidays, if immediate compliance is not possible.

G. An individual subject of the data may contest the accuracy or completeness of public or private data. To exercise this right, an individual shall notify in writing the responsible authority describing the nature of the disagreement. The responsible authority shall within 30 days either: (1) correct the data found to be inaccurate or incomplete and attempt to notify past recipients of inaccurate or incomplete data, including recipients named by the individual; or (2) notify the individual that the authority believes the data to be correct. Data in dispute shall be disclosed only if the individual's statement of disagreement is included with the disclosed data.

H. The determination of the responsible authority may be appealed pursuant to the provisions of the Administrative Procedure Act relating to contested cases. Upon receipt of an appeal by an individual, the commissioner shall, before issuing the order and notice of a contested case hearing required by Minnesota Statutes chapter 14, try to resolve the dispute through education, conference, conciliation, or persuasion. If the parties consent, the commissioner may refer the matter to mediation. Following these efforts, the commissioner shall dismiss the appeal or issue the order and notice of hearing.

I. Data on individuals that have been successfully challenged by an individual must be completed, corrected, or destroyed by a government entity without regard to the requirements of Minnesota Statutes section 138.17.

J. After completing, correcting, or destroying successfully challenged data, the education district may retain a copy of the commissioner of administration's order issued under Minnesota Statutes chapter 14 or, if no order were issued, a summary of the dispute between the parties that does not contain any particulars of the successfully challenged data.

VII. REQUESTS FOR DATA BY AN INDIVIDUAL SUBJECT OF THE DATA

A. All requests for individual subject data must be made in writing directed to the responsible authority.

B. A request for individual subject data must include the following information:

1. Statement that one is making a request as a data subject for data about the individual or about a student for whom the individual is the parent or guardian;

2. Date the request is made;

3. A clear description of the data requested;

4. Proof that the individual is the data subject or the data subject's parent or guardian;

5. Identification of the form in which the data is to be provided (e.g., inspection, copying, both inspection and copying, etc.); and

6. Method to contact the requestor (such as phone number, address, or email address).

C. The identity of the requestor of private data is private.

D. The responsible authority may seek clarification from the requestor if the request is not clear before providing a response to the data request.

E. Policy 515 (Protection and Privacy of Pupil Records) addresses requests of students or their parents for educational records and data.

VIII. COSTS

A. Public Data

1. The education district will charge for copies provided as follows:

a. 100 or fewer pages of black and white, letter or legal sized paper copies will be charged at 25 cents for a one-sided copy or 50 cents for a two-sided copy.

b. More than 100 pages or copies on other materials are charged based upon the actual cost of searching for and retrieving the data and making the copies or electronically sending the data, unless the cost is specifically set by statute or rule.

(1) The actual cost of making copies includes employee time, the cost of the materials onto which the data is copied (paper, CD, DVD, etc.), and mailing costs (if any).

(2) Also, if the education district does not have the capacity to make the copies, e.g., photographs, the actual cost paid by the education district to an outside vendor will be charged.

2. All charges must be paid for [in cash or by check] in advance of receiving the copies.

[Note: the district should identify the payment methods that it will accept.]

B. Summary Data

1. Any costs incurred in the preparation of summary data shall be paid by the requestor prior to preparing or supplying the summary data.

2. The education district may assess costs associated with the preparation of summary data as follows:

a. The cost of materials, including paper, the cost of the labor required to prepare the copies, any schedule of standard copying charges established by the education district, any special costs necessary to produce such copies from a machine-based record-keeping system, including computers and microfilm systems;

b. The education district may consider the reasonable value of the summary data prepared and, where appropriate, reduce the costs assessed to the requestor.

C. Data Belonging to an Individual Subject

1. The responsible authority or designee may require the requesting person to pay the actual costs of making and certifying the copies.

The responsible authority shall not charge the data subject any fee in those instances where the data subject only desires to view private data.

The responsible authority or designee may require the requesting person to pay the actual costs of making and certifying the copies. Based on the factors set forth in Minnesota Rule 1205.0300, subpart 4, the education district determines that a reasonable fee would be the charges set forth in section VIII.A of this policy that apply to requests for data by the public.

2. The education district may not charge a fee to search for or to retrieve educational records of a child with a disability by the child's parent or guardian or by the child upon the child reaching the age of majority.

IX~~VII~~. Annual Review and Posting

A. The responsible authority shall prepare a written data access policy and a written policy for the rights of data subjects (including specific procedures the education district uses for access by the data subject to public or private data on individuals). The responsible authority shall update the policies no later than August 1 of each year, and at any other time as necessary to reflect changes in personnel, procedures, or other circumstances that impact the public's ability to access data.

B. Copies of the policies shall be easily available to the public by distributing free copies to the public or by posting the policies in a conspicuous place within the education district that is easily accessible to the public or by posting them on the education district's website.

Data Practices Contacts

Responsible Authority:
[Name]
[Location]
[Phone number; email address]¶

Data Practices Compliance Official:
[Name]
[Location]
[Phone number; email address]

Data Practices Designee(s):
[Name]
[Location]
[Phone number; email address]

Legal References:
Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 13.01 (Government Data)
Minn. Stat. § 13.02 (Definitions)
Minn. Stat. § 13.025 (Government Entity Obligation)
Minn. Stat. § 13.03 (Access to Government Data)
Minn. Stat. § 13.04 (Rights of Subjects to Data)
Minn. Stat. § 13.05 (Duties of Responsible Authority)
Minn. Stat. § 13.32 (Educational Data)
Minn. Rules Part 1205.0300 (Access to Public Data)
Minn. Rules Part 1205.0400 (Access to Private Data)

Cross References:
MSBA/MASA Model Policy 406 (Public and Private Personnel Data)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)

806 CRISIS MANAGEMENT POLICY

[Note: The Commissioner of the Minnesota Department of Education (Commissioner) is required to maintain and make available to education district boards and charter schools a Model Crisis Management Policy. See Minnesota Statutes section 121A.035. Education district boards and charter schools must adopt a Crisis Management Policy to address potential crisis situations in their education districts or charter schools. Id. This Model Crisis Management Policy was originally the result of a collaborative effort among the Minnesota Department of Education, Division of Compliance and Assistance; the Minnesota Department of Public Safety, Division of Homeland Security and Emergency Management; and the Minnesota School Boards Association.]

I. PURPOSE

The purpose of this Model Crisis Management Policy is to act as a guide for education district and building administrators, education district employees, students, education district board members, and community members to address a wide range of potential crisis situations in the education district. The step-by-step procedures suggested by this Policy will provide guidance to each school building in drafting crisis management plans to coordinate protective actions prior to, during, and after any type of emergency or potential crisis situation. Each education district should develop tailored building-specific crisis management plans for each school building in the education district, and sections or procedures may be added or deleted in those crisis management plans based on building needs.

The education district will, to the extent possible, engage in ongoing emergency planning within the education district and with emergency responders and other relevant community organizations. The education district will ensure that relevant emergency responders in the community have access to their building-specific crisis management plans and will provide training to education district staff to enable them to act appropriately in the event of a crisis.

II. GENERAL INFORMATION

A. The Policy and Plans

The education district's Crisis Management Policy has been created in consultation with local community response agencies and other appropriate individuals and groups that would likely be involved in the event of a school emergency. It is designed so that each building administrator can tailor a building-specific crisis management plan to meet that building's specific situation and needs.

The education district's administration and/or the administration of each building shall present tailored building-specific crisis management plans to the education district board for review and approval. The building-specific crisis management plans will include general crisis procedures and crisis-specific procedures. Upon approval by the education district board, such crisis management plans shall be an addendum to this Crisis Management Policy. This Policy and the plans will be maintained and updated on an annual basis.

B. Elements of the District Crisis Management Policy

1. General Crisis Procedures. The Crisis Management Policy includes general

crisis procedures for securing buildings, classroom evacuation, building evacuation, campus evacuation, and sheltering. The Policy designates the individual(s) who will determine when these actions will be taken. These district-wide procedures may be modified by building administrators when creating their building-specific crisis management plans. A communication system will be in place to enable the designated individual to be contacted at all times in the event of a potential crisis, setting forth the method to contact the designated individual, the provision of at least two designees when the contact person is unavailable, and the method to convey contact information to the appropriate staff persons. The alternative designees may include members of the emergency first responder response team. A secondary method of communication should be included in the plan for use when the primary method of communication is inoperable. Each building in the education district will have access to a copy of the Comprehensive School Safety Guide (2011 Edition) to assist in the development of building-specific crisis management plans.

All general crisis procedures will address specific procedures for the safe evacuation of children and employees with special needs such as physical, sensory, motor, developmental, and mental health challenges.

[Note: More specific information on planning for children with special needs can be found in the Comprehensive School Safety Guide (2011 Edition) and United States Department of Education's document entitled, "Practical Information on Crisis Planning, a Guide for Schools and Communities." A website link is provided in the resource section of this Policy.]

a. Lock-Down Procedures. Lock-down procedures will be used in situations where harm may result to persons inside the school building, such as a shooting, hostage incident, intruder, trespass, disturbance, or when determined to be necessary by the building administrator or his or her designee. The building administrator or designee will announce the lock-down over the public address system or other designated system. Code words will not be used. Provisions for emergency evacuation will be maintained even in the event of a lock-down. Each building administrator will submit lock-down procedures for their building as part of the building-specific crisis management plan.

[Note: Minnesota law requires a minimum of five school lock-down drills each school year. See Minnesota Statutes, section 121A.035.]

b. Evacuation Procedures. Evacuations of classrooms and buildings–shall be implemented at the discretion of the building administrator or his or her designee. Each building's crisis management plan will include procedures for transporting students and staff a safe distance from harm to a designated safe area until released by the building administrator or designee. Safe areas may change based upon the specific emergency situation. The evacuation procedures should include specific procedures for children with special needs, including children with limited mobility (wheelchairs, braces, crutches, etc.), visual impairments, hearing impairments, and other sensory, developmental, or mental health needs. The evacuation procedures should also address transporting necessary medications for students that take medications during the school day.

[Note: Minnesota law requires a minimum of five school fire drills, consistent with* Minnesota Statutes, section *299F.30, and

one school tornado drill each school year. See Minnesota Statutes section 121A.035.]

c. Sheltering Procedures. Sheltering provides refuge for students, staff, and visitors within the school building during an emergency. Shelters are safe areas that maximize the safety of inhabitants. Safe areas may change based upon the specific emergency. The building administrator or his or her designee will announce the need for sheltering over the public address system or other designated system. Each building administrator will submit sheltering procedures for his or her building as part of the building-specific crisis management plan.

[Note: The Comprehensive School Safety Guide (2011 Edition) has sample lock-down procedures, evacuation procedures, and sheltering procedures.]

2. Crisis-Specific Procedures. The Crisis Management Policy includes crisis-specific procedures for crisis situations that may occur during the school day or at school-sponsored events and functions. These district-wide procedures are designed to enable building administrators to tailor response procedures when creating building-specific crisis management plans.

[Note: The Comprehensive School Safety Guide (2011 Edition) includes crisis-specific procedures.]

[NOTE: The 2024 Minnesota legislature enacted permissive language stating that a school board "may adopt the model cardiac emergency response plan provided by" the Commissioner (as of June 4, 2024, a response plan is not yet available]

3. School Emergency Response Teams

a. Composition. The building administrator in each school building will select a school emergency response team that will be trained to respond to emergency situations. All school emergency response team members will receive on-going training to carry out the building's crisis management plans and will have knowledge of procedures, evacuation routes, and safe areas. For purposes of student safety and accountability, to the extent possible, school emergency response team members will not have direct responsibility for the supervision of students. Team members must be willing to be actively involved in the resolution of crises and be available to assist in any crisis situation as deemed necessary by the building administrator. Each building will maintain a current list of school emergency response team members which will be updated annually. The building administrator, and his or her alternative designees, will know the location of that list in the event of a school emergency. A copy of the list will be kept on file in the education district office, or in a secondary location in single building education districts.

[Note: The Comprehensive School Safety Guide (2011 Edition) has a sample School Emergency Response Team list.]

b. Leaders. The building administrator or his or her designee will serve as the leader of the school emergency response team and will be the primary contact for emergency response officials. In the event the primary designee is unavailable, the designee list should include more than one alternative designee and may include members of the

emergency response team. When emergency response officials are present, they may elect to take command and control of the crisis. It is critical in this situation that school officials assume a resource role and be available as necessary to emergency response officials.

III. PREPARATION BEFORE AN EMERGENCY

A. Communication

1. District Employees. Teachers generally have the most direct contact with students on a day-to-day basis. As a result, they must be aware of their role in responding to crisis situations. This also applies to non-teaching education district personnel who have direct contact with students. All staff shall be aware of the education district's Crisis Management Policy and their own building's crisis management plan. Each school's building-specific crisis management plan shall include the method and dates of dissemination of the plan to its staff. Employees will receive a copy of the relevant building-specific crisis management plans and shall receive periodic training on plan implementation.

2. Students and Parents. Students and parents shall be made aware of the education district's Crisis Management Policy and relevant tailored crisis management plans for each school building. Each education district's building-specific crisis management plan shall set forth how students and parents are made aware of the district and school-specific plans. Students shall receive specific instruction on plan implementation and shall participate in a required number of drills and practice sessions throughout the school year.

B. Planning and Preparing for Fire

1. Designate a safe area at least 50 feet away from the building to enable students and staff to evacuate. The safe area should not interfere with emergency responders or responding vehicles and should not be in an area where evacuated persons are exposed to any products of combustion. (Depending on the wind direction, where the building on fire is located, the direction from which the fire is arriving, and the location of fire equipment, the distance may need to be extended.)

[Note: Evacuation areas at least 50 feet from school buildings are recommended but not mandated by statute or rule. Evacuation areas should be selected based on safety and the individual school site's proximity to streets, traffic patterns, and other hazards.]

2. Each building's facility diagram and site plan shall be available in appropriate areas of the building and shall identify the most direct evacuation routes to the designated safe areas both inside and outside of the building. The facility diagram and site plan must identify the location of the fire alarm control panel, fire alarms, fire extinguishers, hoses, water spigots, and utility shut offs.

3. Teachers and staff will receive training on the location of the primary emergency evacuation routes and alternate routes from various points in the building. During fire drills, students and staff will practice evacuations using primary evacuation routes and alternate routes.

4. Certain employees, such as those who work in hazardous areas in the building, will receive training on the locations and proper use of fire extinguishers and protective clothing and equipment.

5. Fire drills will be conducted periodically without warning at various times of the

day and under different circumstances, e.g., lunchtime, recess, and during assemblies. State law requires a minimum of five fire drills each school year, consistent with Minnesota Statutes section 299F.30. See Minnesota Statutes, section 121A.035.

[Note: The State Fire Marshal advises education districts to defer fire drills during the winter months.]

6. A record of fire drills conducted at the building will be maintained in the building administrator's office.

[Note: The Comprehensive School Safety Guide (2011 Edition), under the Preparedness/Planning section, has a sample fire drills schedule and log.]

7. The education district will have pre-arranged sites for emergency sheltering and transportation as needed.

8. The education district will determine which staff will remain in the building to perform essential functions if safe to do so (e.g., switchboard, building engineer, etc.). The education district also will designate an administrator or his or her designee to meet local fire or law enforcement agents upon their arrival.

[Note: The Comprehensive School Safety Guide (2011 Edition), under the Response section, has a sample fire procedure form, evacuation/relocation and student reunification/release procedures, and planning for student reunification.]

C. Facility Diagrams and Site Plans

All school buildings will have a facility diagram and site plan that includes the location of primary and secondary evacuation routes, exits, designated safe areas inside and outside of the building, and the location of fire alarm control panel, fire alarms, fire extinguishers, hoses, water spigots, and utility shut offs. All facility diagrams and site plans will be updated regularly and whenever a major change is made to a building. Facility diagrams and site plans will be maintained by the building administrator and will be easily accessible and on file in the education district office. Facility diagrams and site plans will be provided to first responders, such as fire and law enforcement personnel.

[Note: For single building education districts, such as charter schools, a secondary location for the diagrams and site plans will be included in the district's Crisis Management Policy and may include filing documents with a charter school sponsor, or compiling facility diagrams and site plans and distributing copies to first responders or sharing the documents with first responders during the crisis planning process.]

[Note: To the extent data contained in facility diagrams and site plans constitute security information pursuant to Minnesota Statutes section 13.37, education districts are advised to consult with appropriate officials and/or legal counsel prior to dissemination of the facility diagrams or site plans to anyone other than first responders.]

D. Emergency Telephone Numbers

Each building will maintain a current list of emergency telephone numbers and the names and addresses of local, county, and state personnel who may be involved in a crisis situation. The list will include telephone numbers for local police, fire, ambulance, hospital, the Poison Control Center, county and state emergency

management agencies, local public works departments, local utility companies, the public health nurse, mental health/suicide hotlines, and the county welfare agency. A copy of this list will be kept on file in the education district office, or at a secondary location for single building education districts and will be updated annually.

Education district employees will receive training on how to make emergency contacts, including 911 calls, when the education district's main telephone number and location is electronically conveyed to emergency personnel instead of the specific building in need of emergency services.

Education district plans will set forth a process to internally communicate an emergency, using telephones in classrooms, intercom systems, or two-way radios, as well as the procedure to enable the staff to rapidly convey emergency information to a building designee. Each plan will identify a primary and secondary method of communication for both internal and secondary use. It is recommended that the plan include several methods of communication because computers, intercoms, telephones, and cell phones may not be operational or may be dangerous to use during an emergency.

[Note: The Comprehensive School Safety Guide (2011 Edition), under the Preparedness/Planning section, has a sample Emergency Phone Numbers list.]

E. Warning and Notification Systems

The education district shall maintain a warning system designed to inform students, staff, and visitors of a crisis or emergency. This system shall be maintained on a regular basis under the maintenance plan for all school buildings. The education district should consider an alternate notification system to address the needs of staff and students with special needs, such as vision or hearing.

The building administrator shall be responsible for informing students and employees of the warning system and the means by which the system is used to identify a specific crisis or emergency situation. Each school's building-specific crisis management plan will include the method and frequency of dissemination of the warning system information to students and employees.

F. Early School Closure Procedures

The executive director will make decisions about closing school or buildings as early in the day as possible. The early school closure procedures will set forth the criteria for early school closure (e.g., weather-related, utility failure, or a crisis situation), will specify how closure decisions will be communicated to staff, students, families, and the school community (designated broadcast media, local authorities, e-mail, or district or school building web sites), and will discuss the factors to be considered in closing and reopening a school or building.

Early school closure procedures also will include a reminder to parents and guardians to listen to designated local radio and TV stations for school closing announcements, where possible.

[Note: The Comprehensive School Safety Guide (2011 Edition), under the Response section, provides universal procedures for severe weather shelter.]

G. Media Procedures

The executive director has the authority and discretion to notify parents or guardians and the school community in the event of a crisis or early school closure. The executive director will designate a spokesperson who will notify the media in the event

of a crisis or early school closure. The spokesperson shall receive training to ensure that the district is in strict compliance with federal and state law relative to the release of private data when conveying information to the media.

[Note: The Comprehensive School Safety Guide (2011 Edition), under the Response section, has a sample Media Procedures form.]

H. Behavioral Health Crisis Intervention Procedures

Short-term behavioral health crisis intervention procedures will set forth the procedure for initiating behavioral health crisis intervention plans. The procedures will utilize available resources including the school psychologist, counselor, community behavioral health crisis intervention, or others in the community. Counseling procedures will be used whenever the executive director or the building administrator determines it to be necessary, such as after an assault, a hostage situation, shooting, or suicide. The behavioral health crisis intervention procedures shall include the following steps:

1. Administrators will meet with relevant persons, including school psychologists and counselors, to determine the level of intervention needed for students and staff.

2. Designate specific rooms as private counseling areas.

3. Escort siblings and close friends of any victims as well as others in need of emotional support to the counseling areas.

4. Prohibit media from interviewing or questioning students or staff.

5. Provide follow-up services to students and staff who receive counseling.

6. Resume normal school routines as soon as possible.

I. Long-Term Recovery Intervention Procedures

Long-term recovery intervention procedures may involve both short-term and long-term recovery planning:

1. Physical/structural recovery.

2. Fiscal recovery.

3. Academic recovery.

4. Social/emotional recovery.

[Note: The Comprehensive School Safety Guide (2011 Edition), under the Recovery section, addresses the recovery components in more detail.]

IV. ACTIVE SHOOTER DRILL

A. Definitions

1. "Active shooter drill" means an emergency preparedness drill designed to teach students, teachers, school personnel, and staff how to respond in the event of an armed intruder on campus or an armed assailant in the immediate vicinity of the school. An active shooter drill is not an active shooter simulation, nor may an active shooter drill include any sensorial components, activities, or elements which mimic a real life shooting.

2. "Active shooter simulation" means an emergency exercise including full-scale

or functional exercises, designed to teach adult school personnel and staff how to respond in the event of an armed intruder on campus or an armed assailant in the immediate vicinity of the school which also incorporates sensorial components, activities, or elements mimicking a real life shooting. Activities or elements mimicking a real life shooting include, but are not limited to, simulation of tactical response by law enforcement. An active shooter simulation is not an active shooter drill.

3. "Evidence-based" means a program or practice that demonstrates any of the following:

   a. a statistically significant effect on relevant outcomes based on any of the following:

      i. strong evidence from one or more well designed and well implemented experimental studies;

      ii. moderate evidence from one or more well designed and well implemented quasi-experimental studies; or

      iii. promising evidence from one or more well designed and well implemented correlational studies with statistical controls for selection bias; or

   b. a rationale based on high-quality research findings or positive evaluations that the program or practice is likely to improve relevant outcomes, including the ongoing efforts to examine the effects of the program or practice.

4. "Full-scale exercise" means an operations-based exercise that is typically the most complex and resource-intensive of the exercise types and often involves multiple agencies, jurisdictions, organizations, and real-time movement of resources.

5. "Functional exercises" means an operations-based exercise designed to assess and evaluate capabilities and functions while in a realistic, real-time environment, however, movement of resources is usually simulated.

B. Criteria

An active shooter drill conducted according to Minnesota Statutes, section 121A.037 with students in early childhood through grade 12 must be:

1. accessible;

2 developmentally appropriate and age appropriate, including using appropriate safety language and vocabulary;

3. culturally aware;

4. trauma-informed; and

5. inclusive of accommodations for students with mobility restrictions, sensory needs, developmental or physical disabilities, mental health needs, and auditory or visual limitations.

C. Student Mental Health and Wellness

Active shooter drill protocols must include a reasonable amount of time immediately following the drill for teachers to debrief with their students. The opportunity to debrief

must be provided to students before regular classroom activity may resume. During the debrief period, students must be allowed to access any mental health services available on campus, including counselors, school psychologists, social workers, or cultural liaisons. An active shooter drill must not be combined or conducted consecutively with any other type of emergency preparedness drill. An active shooter drill must be accompanied by an announcement prior to commencing. The announcement must use concise and age-appropriate language and, at a minimum, inform students there is no immediate danger to life and safety.

D. Notice

1. The education district must provide notice of a pending active shooter drill to every student's parent or legal guardian before an active shooter drill is conducted. Whenever practicable, notice must be provided at least 24 hours in advance of a pending active shooter drill and inform the parent or legal guardian of the right to opt their student out of participating.

2. If a student is opted out of participating in an active shooter drill, no negative consequence must impact the student's general school attendance record nor may nonparticipation alone make a student ineligible to participate in or attend school activities.

3. The Commissioner must ensure the availability of alternative safety education for students who are opted out of participating or otherwise exempted from an active shooter drill. Alternative safety education must provide essential safety instruction through less sensorial safety training methods and must be appropriate for students with mobility restrictions, sensory needs, developmental or physical disabilities, mental health needs, and auditory or visual limitations.

E. Participation in Active Shooter Drills

Any student in early childhood through grade 12 must not be required to participate in an active shooter drill that does not meet the Criteria set forth above.

F. Active Shooter Simulations

A student must not be required to participate in an active shooter simulation. An active shooter simulation must not take place during regular school hours if a majority of students are present, or expected to be present, at the school. A parent or legal guardian of a student in grades 9 through 12 must have the opportunity to opt their student into participating in an active shooter simulation.

G. Violence Prevention

1. An education district or charter school conducting an active shooter drill must provide students in middle school and high school at least one hour, or one standard class period, of violence prevention training annually.

2. The violence prevention training must be evidence-based and may be delivered in-person, virtually, or digitally. Training must, at a minimum, teach students the following:

a. how to identify observable warning signs and signals of an individual who may be at risk of harming oneself or others;

b. the importance of taking threats seriously and seeking help; and

c. the steps to report dangerous, violent, threatening, harmful, or potentially harmful activity, including providing information about the

Department of Public Safety's statewide anonymous threat reporting system and any local threat reporting systems.

[NOTE: The Minnesota legislature enacted the addition to 2.c in 2025 (Session Law Chapter 35).]

3. A school district or charter school must ensure that students have the opportunity to contribute to their school's safety and violence prevention planning, aligned with the recommendations for multihazard planning for schools, including but not limited to:

   a. student opportunities for leadership related to prevention and safety;

   b. encouragement and support to students in establishing clubs and programs focused on safety; and

   c. providing students with the opportunity to seek help from adults and to learn about prevention connected to topics including bullying, sexual harassment, sexual assault, and suicide.

H. Board Meeting

At a regularly scheduled education district board meeting, a school board of a district that has conducted an active shooter drill must consider the following:

1. the effect of active shooter drills on the safety of students and staff; and

2. the effect of active shooter drills on the mental health and wellness of students and staff.

V. SAMPLE PROCEDURES INCLUDED IN THIS POLICY

Sample procedures for the various hazards/emergencies listed below are attached to this Policy for use when drafting specific crisis management plans. Additional sample procedures may be found in the Response section of the *Comprehensive School Safety Guide* (2011 Edition). After approval by the education district board, an adopted procedure will become an addendum to the Crisis Management Policy.

A. Fire

B. Hazardous Materials

C. Severe Weather: Tornado/Severe Thunderstorm/Flooding

D. Medical Emergency

E. Fight/Disturbance

F. Assault

G. Intruder

H. Weapons

I. Shooting

J. Hostage

K. Bomb Threat

L. Chemical or Biological Threat

M. Checklist for Telephone Threats

N. Demonstration

O. Suicide

P. Lock-down Procedures

Q. Shelter-In-Place Procedures

R. Evacuation/Relocation

S. Media Procedures

T. Post-Crisis Procedures

U. School Emergency Response Team

V. Emergency Phone Numbers

W. Highly Contagious Serious Illness or Pandemic Flu

VI. MISCELLANEOUS PROCEDURES

A. Chemical Accidents

Procedures for reporting chemical accidents shall be posted at key locations such as chemistry labs, art rooms, swimming pool areas, and janitorial closets.

[Note: School buildings must maintain Material Safety Data Sheets (M.S.D.S.) for all chemicals on campus. State law, federal law, and OSHA require that pertinent staff have access to M.S.D.S. in the event of a chemical accident.]

B. Visitors

The education district shall implement procedures mandating visitor sign in and visitors in school buildings. See MSBA/MASA Model Policy 903 (Visitors to Education District Buildings and Sites).

The education district shall implement procedures to minimize outside entry into school buildings except at designated check-in points and assure that all doors are locked prior to and after regular building hours.

C. Student Victims of Criminal Offenses at or on School Property

The education district shall establish procedures allowing student victims of criminal offenses on school property the opportunity to transfer to another school within the education district.

[Note: The Every Student Succeeds Act, 20 **United States Code section** ***6301, et seq.; Title IX, 20*** **United States Code section** ***1681, et seq.; and the Unsafe School Choice Option, 20*** **United States Code section** ***7912, require education***

districts to establish such transfer procedures.]

D. Radiological Emergencies at Nuclear Generating Plants [OPTIONAL]

School districts within a 10-mile radius of the Monticello or Prairie Island nuclear power plants will implement crisis plans in the event of an accident or incident at the power plant.

Questions relative to the creation or implementation of such plans will be directed to the Minnesota Department of Public Safety.

Legal References:
Minn. Stat. Ch. 12 (Emergency Management)
Minn. Stat. Ch. 12A (Natural Disaster; State Assistance)
Minn. Stat. § 121A.035 (Crisis Management Policy)
Minn. Stat. § 121A.038 (Students Safe at School)
Minn. Stat. § 121A.06 (Reports of Dangerous Weapon Incidents in School Zones)
Minn. Stat. § 299F.30 (Fire Drill in School; Doors and Exits)
Minn. Stat. § 326B.02, Subd. 6 (Powers)
Minn. Stat. § 326B.106 (General Powers of Commissioner of Labor and Industry)
Minn. Stat. § 609.605, Subd. 4 (Trespasses)
Minn. Rules Ch. 7511 (Fire Code)
20 U.S.C. § 1681, *et seq.* (Title IX)
20 U.S.C. § 6301, *et seq.* (Every Student Succeeds Act)
20 U.S.C. § 7912 (Unsafe School Choice Option)
42 U.S.C. § 5121 *et seq.* (Disaster Relief and Emergency Assistance)

Cross References:
MSBA/MASA Model Policy 407 (Employee Right to Know – Exposure to Hazardous Substances)
MSBA/MASA Model Policy 413 (Harassment and Violence)
MSBA/MASA Model Policy 501 (School Weapons Policy)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 532 (Use of Peace Officers and Crisis Teams to Remove Students with IEPs from School Grounds)
MSBA/MASA Model Policy 903 (Visitors to School District Buildings and Sites
Comprehensive School Safety Guide
Minnesota School Safety Center - Resources (mn.gov)

Resources:
I Love U Guys Foundation, *Standard Response Protocol*

https://iloveuguys.org/The-Standard-Response-Protocol.html (012325)

Safe and Sound Schools

https://safeandsoundschools.org/ (012325)

E. Acceptance of Donations/Grants Resolution: Grant from the Jones Family Foundation in the amount of $16,250 to fund Learn & Earn for the 2025-2026 school year.

VIII. **Other:**
IX. **Comments: Board/Director**
X. **Next Meeting Date: September 25 at Goodhue Public Schools. 510 3rd Ave, Goodhue, MN 55027. Boardroom**
XI. **Adjournment**