



Goodhue County Education District Board Agenda
Thursday, October 30, 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 September 25, 2025 Minutes.

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Board Meeting
Thursday, September 25, 2025 7:00 PM
Central

Goodhue Public Schools
23454 325th St
510 3rd Ave
Goodhue, Minnesota 55027

Terese Bjornstad: Present
Adam Dicke: Present
Jason Lohmann: Present
Heath Oeltjen: Present
Marilyn Syverson: Present
JoLyn Williams: Absent
Present: 5, Absent: 1.
JoLyn Williams: Present
Present: 6.

I. Pledge of Allegiance:

II. Call to Order/Adoption of Agenda:

Motion made to accept the agenda. This motion, made by Marilyn Syverson and seconded by JoLyn Williams, Passed.

Terese Bjornstad: Yes, Adam Dicke: Yes, Jason Lohmann: Yes, Heath Oeltjen: Yes, Marilyn Syverson: Yes, JoLyn Williams: Yes
Yes: 6, No: 0

III. Consent Agenda:

III.A. Approval of August 28, 2025 Board Minutes

III.B. Approval of Claims:

III.C. Staff Updates:

III.C.1. Resignations:

III.C.2. **New Hire:** *Connie Telschow, Certified Orientation and Mobility Specialist .1 KW*

III.C.3. Transfers:

III.C.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:

Jackie Paradis presented the business manager report.

V.A. Minnesota School Board Recognition Month

Cherie Johnson presented the Minnesota School Board Recognition Month.

V.B. Business Manager Report

Jackie Paradis presented the business manager report.

V.C. 5RiversOnline (5RO) Documentation Changes

Cherie Johnson and Jackie Paradis presented information from MDE on new enrollment information for 5RiversOnline.

V.D. Fall Professional Development Recap

Jess Whitcomb presented information from the Fall Professional Development.

VI. Old Business:

VI.A. Administrative Assistant Agreement

Motion made to accept the administrative assistant agreement. This motion, made by Heath Oeltjen and seconded by Jason Lohmann, Passed.

Terese Bjornstad: Yes, Adam Dicke: Yes, Jason Lohmann: Yes, Heath Oeltjen: Yes, Marilyn Syverson: Yes, JoLyn Williams: Yes

Yes: 6, No: 0

VII. New Business:

VII.A. GCED agreement with PIIC

Motion to accept GCED agreement with PIIC. This motion, made by Terese Bjornstad and seconded by Marilyn Syverson, Passed.

Terese Bjornstad: Yes, Adam Dicke: Yes, Jason Lohmann: Yes, Heath Oeltjen: Yes, Marilyn Syverson: Yes, JoLyn Williams: Yes

Yes: 6, No: 0

Cherie Johnson shared information on the GCED agreement with PIIC.

VII.B. 5RiversOnline (5RO) Marketing and Rate Setting

Motion made to approve marketing for 5RO up to \$12,000. This motion, made by Heath Oeltjen and seconded by Adam Dicke, Passed.

Terese Bjornstad: Yes, Adam Dicke: Yes, Jason Lohmann: Yes, Heath Oeltjen: Yes, Marilyn Syverson: Yes, JoLyn Williams: Yes

Yes: 6, No: 0

Motion made to move forward with researching the rates and have a follow up. This motion, made by JoLyn Williams and seconded by Adam Dicke, Passed.

Terese Bjornstad: Yes, Adam Dicke: Yes, Jason Lohmann: Yes, Heath Oeltjen: Yes, Marilyn Syverson: Yes, JoLyn Williams: Yes

Yes: 6, No: 0

Cherie presented information on marketing and rates for 5RiversOnline.

VIII. Other:

Jason Lohmann shared information on the teachers' negotiations.

IX. Comments: Board/Director

Cherie Johnson will be attending the national CASE conference in November. Great start to the year with staff and students.

X. Next Meeting Date: October 30, 7:00 p.m. at the River Bluff Education Center in Red Wing.

Motion made to accept the next meeting date. This motion, made by Adam Dicke and seconded by JoLyn Williams, Passed.

Terese Bjornstad: Yes, Adam Dicke: Yes, Jason Lohmann: Yes, Heath Oeltjen: Yes, Marilyn Syverson: Yes, JoLyn Williams: Yes

Yes: 6, No: 0

XI. Adjournment

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		41354		Direct Pymt	1	00707	MENARD'S RED WING		Yes	Yes	No	09/26/2025	75.63
MERC		41355		Direct Pymt	1	02672	METRO SALES, INC.		Yes	Yes	No	09/26/2025	2,233.03
MERC		41356		Direct Pymt	1	04565	ZUMBROTA-MAZEPPA PUBLIC SCHOOL		Yes	Yes	No	09/26/2025	4,420.00
MERC		41357		Direct Pymt	1	09129	RED WING IND SCHOOL DIST 256		Yes	Yes	No	09/26/2025	113,286.94
MERC		41358		Direct Pymt	1	1483	LAKE CITY PUBLIC SCHOOLS		Yes	Yes	No	09/26/2025	44,642.51
MERC		41359		Direct Pymt	1	1497	BODENHAMER, SUSAN		Yes	Yes	No	09/26/2025	197.96
MERC		41360		Direct Pymt	1	1789	UPS		Yes	Yes	No	09/26/2025	93.70
MERC		41361		Direct Pymt	1	2284	E. B. C., LLC /ACS		Yes	Yes	No	09/26/2025	425.16
MERC		41362		Direct Pymt	1	2324	BLUUM OF MINNESOTA, LLC		Yes	Yes	No	09/26/2025	2,611.80
MERC		41363		Direct Pymt	1	2865	INTELLICENTS		Yes	Yes	No	09/26/2025	1,250.00
MERC		41364		Direct Pymt	1	2951	SHI		Yes	Yes	No	09/26/2025	12,480.00
MERC		41365		Direct Pymt	1	3360	BOLDUAN, NICOLE		Yes	Yes	No	09/26/2025	449.68
MERC		41366		Direct Pymt	1	3362	MCNALLIE, LAURIE		Yes	Yes	No	09/26/2025	42.27
MERC		41367		Direct Pymt	1	3415	AMAZON CAPITAL SERVICES		Yes	Yes	No	09/26/2025	1,197.99
MERC		41368		Direct Pymt	1	3563	IMAGINE LEARNING, LLC		Yes	Yes	No	09/26/2025	5,246.00
MERC		41369		Direct Pymt	1	3616	PRICE, MORGAN		Yes	Yes	No	09/26/2025	193.90
MERC		41370		Direct Pymt	1	3628	AMPION PBC C/O DEPT. 8121		Yes	Yes	No	09/26/2025	5,941.77
MERC		41371		Direct Pymt	1	3673	AMPION PBC C/O DEPT. 8125		Yes	Yes	No	09/26/2025	104.48
MERC		41372		Wire	1	03977	SOUTHEAST SERVICE COOPERATIVE		No	No	No	09/26/2025	115,514.96
MERC		41373		Wire	1	04060	PERA-PUBLIC EMPLOYEES RETIREMT		No	Yes	No	09/26/2025	81.80
MERC		41374		Wire	1	1280	DELTA DENTAL PLAN OF MN		No	No	No	09/26/2025	8,705.68
MERC		41375		Wire	1	2216	KWIK TRIP EXTENDED NETWORK		No	Yes	No	09/26/2025	873.15
MERC		41376		Wire	1	2392	US DEPT. OF TREASURY		No	Yes	No	09/26/2025	89.38
MERC		41377		Wire	1	3232	ENTERPRISE FM TRUST		No	Yes	No	09/26/2025	7,135.92
MERC		41378		Wire	1	3781	VISA		No	Yes	No	09/26/2025	3,849.68
MERC		41379		Wire	1	04060	PERA-PUBLIC EMPLOYEES RETIREMT		No	No	No	10/01/2025	9,947.07
MERC		41380		Wire	1	04062	MN TEACHERS RETIREMENT ASSOC		No	No	No	10/01/2025	70,052.39
MERC		41381		Wire	1	2284	E. B. C., LLC /ACS		No	No	No	10/01/2025	22,291.17
MERC		41382		Wire	1	2392	US DEPT. OF TREASURY		No	No	No	10/01/2025	105,513.78
MERC		41383		Wire	1	2396	MN Dept of Revenue		No	No	No	10/01/2025	19,301.82
MERC		41384		Wire	1	2501	Merchants Bank		No	No	No	10/01/2025	5,351.90
MERC		41385		Direct Pymt	1	09118	EDUCATION MN - GCED		Yes	No	No	10/01/2025	3,412.89
MERC		41386		Direct Pymt	1	1984	E. B. C., LLC/Flex Contributions		Yes	No	No	10/01/2025	452.09
MERC		41387		Direct Pymt	1	3235	Goodhue Co Ed Dist Paraprofessional Unic		Yes	No	No	10/01/2025	402.89
MERC		41408		Direct Pymt	1	00702	SOUTHPAW ENTERPRISES		Yes	No	No	10/09/2025	49.90
MERC		41409		Direct Pymt	1	00707	MENARD'S RED WING		Yes	No	No	10/09/2025	73.69
MERC		41410		Direct Pymt	1	1789	UPS		Yes	No	No	10/09/2025	45.43
MERC		41411		Direct Pymt	1	2200	PETERSEN, LYNNE		Yes	No	No	10/09/2025	404.60

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Bank	Batch	Pmt No	Check No	Pay Type	Grp Code	Rcd	Vendor	Tax Class	Print	Recon	Void	Pay/Void Date	Amount
MERC		41412		Direct Pymt	1	2284	E. B. C., LLC /ACS		Yes	No	No	10/09/2025	143.85
MERC		41413		Direct Pymt	1	2440	LIBERTY'S RESTAURANT		Yes	No	No	10/09/2025	394.33
MERC		41414		Direct Pymt	1	2865	INTELLIGENTS		Yes	No	No	10/09/2025	1,250.00
MERC		41415		Direct Pymt	1	3159	TESTEN, MARY		Yes	No	No	10/09/2025	136.75
MERC		41416		Direct Pymt	1	3233	O'DONNELL, CASEY		Yes	No	No	10/09/2025	141.22
MERC		41417		Direct Pymt	1	3249	BUCHAL, AMY		Yes	No	No	10/09/2025	371.00
MERC		41418		Direct Pymt	1	3328	LILJEVALL BRITTANY		Yes	No	No	10/09/2025	39.90
MERC		41419		Direct Pymt	1	3362	MCNALLIE, LAURIE		Yes	No	No	10/09/2025	125.82
MERC		41420		Direct Pymt	1	3415	AMAZON CAPITAL SERVICES		Yes	No	No	10/09/2025	152.63
MERC		41421		Direct Pymt	1	3417	LEMMON, KELSEY		Yes	No	No	10/09/2025	298.20
MERC		41422		Direct Pymt	1	3522	CUSTOM ALARM		Yes	No	No	10/09/2025	595.00
MERC		41423		Direct Pymt	1	3532	LUNDBERG BOGNER, MICHELLE		Yes	No	No	10/09/2025	230.00
MERC		41424		Direct Pymt	1	3548	RED WING PLUMBING & HEATING LLC		Yes	No	No	10/09/2025	1,205.00
MERC		41425		Direct Pymt	1	3670	GREEN, MADELYN		Yes	No	No	10/09/2025	95.20
MERC		41426		Direct Pymt	1	3736	EBERT. ABBY		Yes	No	No	10/09/2025	1,037.40
MERC		41427		Direct Pymt	1	3789	FIX, KELCIE		Yes	No	No	10/09/2025	18.20
MERC		41428		Direct Pymt	1	3790	KELLY SERVICES, INC		Yes	No	No	10/09/2025	116.10
MERC		41429		Direct Pymt	1	3792	NEMANICH, THOMAS		Yes	No	No	10/09/2025	175.00
MERC		41430		Wire	1	1984	E. B. C., LLC/Flex Contributions		No	No	No	10/09/2025	77.39
MERC		41431		Wire	1	2216	KWIK TRIP EXTENDED NETWORK		No	No	No	10/09/2025	689.78
MERC		41432		Wire	1	04060	PERA-PUBLIC EMPLOYEES RETIREMT		No	No	No	10/16/2025	9,705.31
MERC		41433		Wire	1	04062	MN TEACHERS RETIREMENT ASSOC		No	No	No	10/16/2025	72,136.26
MERC		41434		Wire	1	2284	E. B. C., LLC /ACS		No	No	No	10/16/2025	21,657.83
MERC		41435		Wire	1	2392	US DEPT. OF TREASURY		No	No	No	10/16/2025	109,548.09
MERC		41436		Wire	1	2396	MN Dept of Revenue		No	No	No	10/16/2025	20,194.68
MERC		41437		Wire	1	2501	Merchants Bank		No	No	No	10/16/2025	5,301.90
MERC		41438		Direct Pymt	1	09118	EDUCATION MN - GCED		Yes	No	No	10/16/2025	3,338.51
MERC		41439		Direct Pymt	1	1984	E. B. C., LLC/Flex Contributions		Yes	No	No	10/16/2025	529.48
MERC		41440		Direct Pymt	1	3235	Goodhue Co Ed Dist Paraprofessional Unic		Yes	No	No	10/16/2025	402.89
MERC		41459		Direct Pymt	1	00231	ZUMBRO EDUCATION DISTRICT		Yes	No	No	10/23/2025	650.00
MERC		41460		Direct Pymt	1	00702	SOUTHPAW ENTERPRISES		Yes	No	No	10/23/2025	297.54
MERC		41461		Direct Pymt	1	03350	REGION V COMPUTER SERVICES		Yes	No	No	10/23/2025	2,375.75
MERC		41462		Direct Pymt	1	04565	ZUMBROTA-MAZEPPA PUBLIC SCHOOL		Yes	No	No	10/23/2025	27,868.93
MERC		41463		Direct Pymt	1	1497	BODENHAMER, SUSAN		Yes	No	No	10/23/2025	195.58
MERC		41464		Direct Pymt	1	2324	BLUUM OF MINNESOTA, LLC		Yes	No	No	10/23/2025	16,217.00
MERC		41465		Direct Pymt	1	2410	SCHOOL MANAGEMENT SERVICES		Yes	No	No	10/23/2025	15,450.00
MERC		41466		Direct Pymt	1	2440	LIBERTY'S RESTAURANT		Yes	No	No	10/23/2025	203.21
MERC		41467		Direct Pymt	1	3362	MCNALLIE, LAURIE		Yes	No	No	10/23/2025	112.42

Goodhue County Ed District
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Bank	Batch	Pmt No	Check No	Pay Type	Grp Code	Rcd	Vendor	Tax Class	Print	Recon	Void	Pay/Void Date	Amount
MERC		41468		Direct Pymt	1	3440	KING, BRANDON		Yes	No	No	10/23/2025	121.04
MERC		41469		Direct Pymt	1	3540	CORY, KIM		Yes	No	No	10/23/2025	281.66
MERC		41470		Direct Pymt	1	3563	IMAGINE LEARNING, LLC		Yes	No	No	10/23/2025	68,972.00
MERC		41471		Direct Pymt	1	3592	PELLETIER, CORI		Yes	No	No	10/23/2025	14.00
MERC		41472		Direct Pymt	1	3616	PRICE, MORGAN		Yes	No	No	10/23/2025	362.60
MERC		41473		Direct Pymt	1	3623	E.B.C. LLC/FLEX MONTHLY		Yes	No	No	10/23/2025	125.00
MERC		41474		Direct Pymt	1	3628	AMPION PBC C/O DEPT. 8121		Yes	No	No	10/23/2025	5,030.70
MERC		41475		Direct Pymt	1	3673	AMPION PBC C/O DEPT. 8125		Yes	No	No	10/23/2025	80.61
MERC		41476		Direct Pymt	1	3790	KELLY SERVICES, INC		Yes	No	No	10/23/2025	601.29
MERC		41477		Wire	1	09346	MINNESOTA UC FUND		No	No	No	10/23/2025	42,109.51
MERC		41478		Wire	1	2216	KWIK TRIP EXTENDED NETWORK		No	No	No	10/23/2025	889.14
MERC		41479		Wire	1	3232	ENTERPRISE FM TRUST		No	No	No	10/23/2025	4,503.54
MERC		41480		Direct Pymt	1	02672	METRO SALES, INC.		Yes	No	No	10/23/2025	2,701.83
MERC		41279	22064	Check	1	02880	XCEL ENERGY		Yes	No	Yes	10/15/2025	(698.80)
MERC		41347	22066	Check	1	3347	ASL INTERPRETING SERVICES, INC		Yes	No	No	09/25/2025	1,230.38
MERC		41335	22067	Check	1	01903	CANNON FALLS ISD #252		Yes	No	No	09/25/2025	3,700.00
MERC	0	41348	22068	Check	1	3542	CITY OF RED WING		Yes	No	No	09/25/2025	1,968.24
MERC		41344	22069	Check	1	3008	COCHLEAR AMERICAS		Yes	Yes	No	09/25/2025	131.00
MERC		41352	22070	Check	1	3787	COLLINS, BARBIE		Yes	No	No	09/25/2025	61.60
MERC		41343	22071	Check	1	2894	DEPARTMENT OF HUMAN SERVICES -		Yes	No	No	09/25/2025	151.00
MERC		41342	22072	Check	1	2871	EMC Insurance Companies		Yes	Yes	No	09/25/2025	63,347.68
MERC		41350	22073	Check	1	3641	EMPLOYERS PREFERRED INS. CO		Yes	No	No	09/25/2025	3,950.60
MERC		41341	22074	Check	1	2664	GOODHUE COUNTY HEALTH & HUMAN		Yes	No	No	09/25/2025	403,777.00
MERC		41336	22075	Check	1	01904	GOODHUE PUBLIC SCHOOL		Yes	No	No	09/25/2025	88,456.38
MERC		41338	22076	Check	1	09162	HILLYARD FLOOR CARE SUPPLY		Yes	No	No	09/25/2025	925.80
MERC		41353	22077	Check	1	3788	KELLY PRINTING & SIGNS		Yes	No	No	09/25/2025	300.00
MERC		41334	22078	Check	1	00367	KENYON-WANAMINGO PUBLIC SCHOC		Yes	No	No	09/25/2025	1,850.00
MERC		41337	22079	Check	1	06510	PRO-ED, INC		Yes	No	No	09/25/2025	504.90
MERC		41333	22080	Check	1	00245	READ NATURALLY		Yes	No	No	09/25/2025	2,882.00
MERC		41346	22081	Check	1	3078	SHRED-N-GO-446138		Yes	Yes	No	09/25/2025	89.30
MERC		41340	22082	Check	1	2234	SOUTHWEST/WST CENTRAL SERV.COC		Yes	No	No	09/25/2025	57,091.75
MERC		41339	22083	Check	1	1015	THREE RIVERS COMMUNITY ACTION		Yes	Yes	No	09/25/2025	540.00
MERC		41345	22084	Check	1	3049	TWIN CITY HARDWARE		Yes	No	No	09/25/2025	840.00
MERC		41351	22085	Check	1	3771	WAYNE JOSEPH BENDICKSON		Yes	No	No	09/25/2025	7,500.00
MERC		41349	22086	Check	1	3590	WORKFORCE DEVELOPMENT, INC		Yes	No	No	09/25/2025	18,519.80
MERC		41388	22087	Check	1	3653	ACOSTA, KAILEE		Yes	No	No	10/02/2025	125.00
MERC		41402	22088	Check	1	3586	ADAM'S PEST CONTROL - MAIN		Yes	No	No	10/09/2025	51.00
MERC		41403	22089	Check	1	3785	Ameripress		Yes	No	No	10/09/2025	783.92

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Bank	Batch	Pmt No	Check No	Pay Type	Grp Code	Rcd	Vendor	Tax Class	Print	Recon	Void	Pay/Void Date	Amount
MERC		41400	22090	Check	1	3347	ASL INTERPRETING SERVICES, INC		Yes	No	No	10/09/2025	1,283.63
MERC		41401	22091	Check	1	3505	CAPITAL ONE		Yes	No	No	10/09/2025	764.94
MERC		41404	22092	Check	1	3791	CHAHANI, KRISTI		Yes	No	No	10/09/2025	118.00
MERC		41399	22093	Check	1	3329	CHASE CARD SERVICES		Yes	No	No	10/09/2025	99.76
MERC		41389	22094	Check	1	00433	CITY OF RED WING		Yes	No	No	10/09/2025	2,058.45
MERC		41406	22095	Check	1	3794	COUNCIL OF ADMINISTRATORS OF SPI		Yes	No	No	10/09/2025	3,200.00
MERC		41391	22096	Check	1	09162	HILLYARD FLOOR CARE SUPPLY		Yes	No	No	10/09/2025	3,209.75
MERC		41397	22097	Check	1	3088	HILLYARD/HUTCHINSON		Yes	No	No	10/09/2025	38.69
MERC		41395	22098	Check	1	2960	LANGUAGE LINE SERVICES		Yes	No	No	10/09/2025	143.56
MERC		41405	22099	Check	1	3793	MASE		Yes	No	No	10/09/2025	1,288.00
MERC		41398	22100	Check	1	3296	MUTUAL OF OMAHA		Yes	No	No	10/09/2025	3,029.92
MERC		41393	22101	Check	1	1300	OAKTREE PRODUCTS, INC.		Yes	No	No	10/09/2025	179.09
MERC		41392	22102	Check	1	1227	PAR, INC.		Yes	No	No	10/09/2025	525.00
MERC		41390	22103	Check	1	00670	RATWIK ROSZAK & MALONEY PA		Yes	No	No	10/09/2025	1,508.84
MERC		41394	22104	Check	1	2212	SMITH-SCHAFFER & ASSOC., LTD		Yes	No	No	10/09/2025	4,000.00
MERC		41396	22105	Check	1	3011	U.S. BANK EQUIPMENT FINANCE		Yes	No	No	10/09/2025	212.00
MERC		41407	22106	Check	1	3795	WEINRICH, ELSIE		Yes	No	No	10/09/2025	252.00
MERC		41449	22107	Check	1	3586	ADAM'S PEST CONTROL - MAIN		Yes	No	No	10/23/2025	51.00
MERC		41444	22108	Check	1	3347	ASL INTERPRETING SERVICES, INC		Yes	No	No	10/23/2025	3,047.25
MERC		41456	22109	Check	1	3798	COUNCIL FOR EXCEPTIONAL CHILDRE		Yes	No	No	10/23/2025	435.00
MERC		41448	22110	Check	1	3497	DIGGINS, LIZ		Yes	No	No	10/23/2025	121.37
MERC		41450	22111	Check	1	3641	EMPLOYERS PREFERRED INS. CO		Yes	No	No	10/23/2025	3,950.60
MERC		41442	22112	Check	1	3126	FERNBROOK FAMILY CENTER		Yes	No	No	10/23/2025	21,597.38
MERC		41451	22113	Check	1	3718	GARCIA, MONICA		Yes	No	No	10/23/2025	314.37
MERC		41453	22114	Check	1	3752	GREAT RIVER CONSULTING		Yes	No	No	10/23/2025	595.00
MERC		41452	22115	Check	1	3743	HIAWATHA HOMECARE		Yes	No	No	10/23/2025	13,016.25
MERC		41441	22116	Check	1	3088	HILLYARD/HUTCHINSON		Yes	No	No	10/23/2025	863.75
MERC		41457	22117	Check	1	3799	LODERMEIER, KAMIE		Yes	No	No	10/23/2025	615.95
MERC		41455	22118	Check	1	3793	MASE		Yes	No	No	10/23/2025	1,288.00
MERC		41447	22119	Check	1	3495	O'ROURKE MEDIA GROUP		Yes	No	No	10/23/2025	1,026.44
MERC		41445	22120	Check	1	3434	SCHOLASTIC		Yes	No	No	10/23/2025	109.89
MERC		41443	22121	Check	1	3227	SUMMIT FIRE PROTECTION		Yes	No	No	10/23/2025	331.00
MERC		41458	22122	Check	1	3800	THE MINNESOTA CHEMICAL CO.		Yes	No	No	10/23/2025	11,560.00
MERC		41446	22123	Check	1	3476	TOBII DYNAVOX, LLC		Yes	No	No	10/23/2025	1,053.12
MERC		41454	22124	Check	1	3781	VISA		Yes	No	No	10/23/2025	9,584.43

Goodhue County Ed District Payment Reg by Bank and Check

Bank	Batch	Pmt No	Check No	Check No	Pay Type	Grp Code	Rcd	Vendor	Tax Class	Print	Recon	Void	Pay/Void	Amount
MERC		41481	22125	22125	Check	1	3347	ASL INTERPRETING SERVICES, INC		Yes	No	No	10/23/2025	1,212.50
													Bank Total:	\$1,758,477.56
													Report Total:	\$1,758,477.56

C. Staff Updates:

1. **Resignations:**

2. **New Hire:**

- a. Ruth Ann Marsh, Orientation & Mobility Specialist - Independent Contractor serving Lake City and Zumbrota Mazeppa part-time.
- Holly Hoehne, School Nurse- Contracted via Soliant serving Colvill Family Center part-time.

3. **Transfers:**

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

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as of 10/24/25

District	REACH / Setting IV	STEP	Pathways 6-7	Pathways 8-12	5RO Elementary	5RO Secondary	5RO Part Time	Total
Cannon Falls	5	4		4	1	15	55	84
Goodhue	1	1		1	1	5	12	21
Kenyon-Wanamingo	9	4		0	0	17	7	37
Lake City	5	3		7	2	21	29	67
Red Wing	42	2	14	30	13	78	14	193
Zumbrota-Mazeppa	1	3		1	1	18	14	38
Non Members	3				6	63	11	83
Total Program	66	17	14	43	24	217	142	523

Total Special Ed	63	17	0	13	5	37	2	137
Percent Special Ed	95.45%	100.00%	0.00%	30.23%	20.83%	17.05%	1.41%	26.20%

Color Code Key

	MDE Tuition Billing System	12
	Billed to Districts at or below APU amount	
	Billed to Districts throughout year for cash flow and trued up at year end (Open Enrollment)	



REVENUE								June 30, 2025	June 30, 2024	June 30, 2023		
REVENUE CATEGORIES	June 30, 2023	June 30, 2024	Adopted Budget	Revised Budget	Next Year Budget	Received YTD	Budget Remaining	% of Budget Received	% of Actuals Received	% of Actuals Received	June 30, 2024	June 30, 2023
STATE	5,526,275	6,262,303	6,340,963	6,464,909	6,529,002	6,401,575	63,334	99.0%	100.0%	100.0%	6,262,303	5,526,275
FEDERAL	2,587,427	2,370,023	2,178,935	1,998,039	2,051,616	2,037,610	(39,571)	102.0%	100.0%	100.0%	2,370,023	2,587,427
LOCAL (FEES, INTEREST, ETC.)	9,891,856	11,303,859	11,104,042	11,325,682	11,753,680	11,439,690	(114,008)	101.0%	100.0%	100.0%	11,303,859	9,891,856
TOTALS	18,005,558	19,936,185	19,623,940	19,788,630	20,334,298	19,878,875	(90,245)	100.5%	100.0%	100.0%	19,936,185	18,005,558

EXPENDITURES								June 30, 2025	June 30, 2024	June 30, 2023		
OBJECT SERIES	June 30, 2023	June 30, 2024	Adopted Budget	Revised Budget	Next Year Budget	Expended YTD	Budget Remaining	% of Budget Expended	% of Actuals Expended	% of Actuals Expended	June 30, 2024	June 30, 2023
SALARIES & WAGES	9,460,185	10,093,545	11,007,974	10,903,297	11,525,375	10,990,252	(86,955)	100.8%	100.0%	100.0%	10,093,545	9,460,185
EMPLOYEE BENEFITS	2,512,992	2,843,575	2,993,894	3,122,602	3,361,997	3,173,243	(50,641)	101.6%	100.0%	100.0%	2,843,575	2,512,992
PURCHASED SERVICES	4,342,464	5,105,484	3,876,561	4,063,120	3,708,838	3,999,273	63,847	98.4%	100.0%	100.0%	5,105,484	4,342,464
SUPPLIES	649,208	819,001	691,907	740,781	716,194	794,966	(54,185)	107.3%	100.0%	100.0%	819,001	649,208
EQUIPMENT	1,216,250	1,073,045	1,150,815	1,171,041	1,084,272	1,175,995	(4,954)	100.4%	100.0%	100.0%	1,073,045	1,216,250
OTHER EXPENDITURES	119,374	124,731	26,626	26,551	28,362	30,830	(4,279)	116.1%	100.0%	100.0%	124,731	119,374
TOTALS	18,300,473	20,059,380	19,747,777	20,027,392	20,425,038	20,164,559	(137,168)	100.7%	100.0%	100.0%	20,059,380	18,300,473

PROGRAM SERIES								June 30, 2025	June 30, 2024	June 30, 2023		
PROGRAM SERIES	June 30, 2023	June 30, 2024	Adopted Budget	Revised Budget	Next Year Budget	Expended YTD	Budget Remaining	% of Budget Expended	% of Actuals Expended	% of Actuals Expended	June 30, 2024	June 30, 2023
SITE ADMINISTRATION	320,461	357,053	380,753	353,411	381,650	358,374	(4,963)	101.4%	100.0%	100.0%	357,053	320,461
DISTRICT ADMINISTRATION	68,996	92,977	77,591	88,708	94,744	88,643	65	99.9%	100.0%	100.0%	92,977	68,996
SUPPORT SERVICES	250,828	338,571	297,375	372,799	320,477	349,805	22,994	93.8%	100.0%	100.0%	338,571	250,828
REGULAR INSTRUCTION	3,033,317	3,275,290	2,906,194	2,860,140	3,064,529	2,841,820	18,320	99.4%	100.0%	100.0%	3,275,290	3,033,317
EXTRA-CURRICULAR ACTIVITES	-	-	-	-	-	-	-	0.0%	0.0%	0.0%	-	-
SPECIAL EDUCATION	10,162,969	10,794,455	10,988,391	10,962,020	11,507,645	11,172,266	(210,247)	101.9%	100.0%	100.0%	10,794,455	10,162,969
INSTRUCTIONAL SUPPORT	752,469	893,095	604,624	1,007,113	816,563	990,629	16,484	98.4%	100.0%	100.0%	893,095	752,469
PUPIL SUPPORT SERVICES	1,982,331	2,499,034	2,572,894	2,429,855	2,341,307	2,357,264	72,591	97.0%	100.0%	100.0%	2,499,034	1,982,331
FACILITIES	1,429,174	1,354,668	1,465,705	1,456,955	1,386,060	1,443,735	13,220	99.1%	100.0%	100.0%	1,354,668	1,429,174
OTHER FINANCING USES	-	-	-	-	-	-	-	0.0%	0.0%	0.0%	-	-
TOTALS	18,300,473	20,059,380	19,747,777	20,027,392	20,425,038	20,164,559	(137,168)	100.7%	100.0%	100.0%	20,059,380	18,300,473

SUMMARY - ALL FUNDS								June 30, 2025	June 30, 2024	June 30, 2023		
SUMMARY	June 30, 2023	June 30, 2024	Adopted Budget	Revised Budget	Next Year Budget	Expended YTD	Budget Remaining	% of Budget	% of Actuals	% of Actuals	June 30, 2024	June 30, 2023
REVENUE	18,005,558	19,936,185	19,623,940	19,788,630	20,334,298	19,878,875	(90,245)	100.5%	100.0%	100.0%	19,936,185	18,005,558
EXPENDITURES	18,300,473	20,059,380	19,747,777	20,027,392	20,425,038	20,164,559	(137,168)	100.7%	100.0%	100.0%	20,059,380	18,300,473
SPENDING VARIANCE	(294,915)	(123,195)	(123,837)	(238,762)	(90,740)	(285,685)	N/A	N/A	N/A	N/A	(123,195)	(294,915)



REVENUE						September 30, 2025	September 30, 2024	September 30, 2023		
REVENUE CATEGORIES	June 30, 2024	June 30, 2025	Adopted Budget	Received YTD	Budget Remaining	% of Budget Received	% of Actuals Received	% of Actuals Received	September 30, 2024	September 30, 2023
STATE	6,262,303	6,401,575	6,529,002	1,108,985	5,420,017	17.0%	17.0%	14.4%	1,090,446	902,928
FEDERAL	2,370,023	2,037,610	2,051,616	-	2,051,616	0.0%	0.0%	0.0%	-	-
LOCAL (FEES, INTEREST, ETC.)	11,303,859	11,439,690	11,753,680	2,332,519	9,421,161	19.8%	21.5%	19.4%	2,462,212	2,191,827
TOTALS	19,936,185	19,878,875	20,334,298	3,441,504	16,892,794	16.9%	17.9%	15.5%	3,552,658	3,094,755

EXPENDITURES						September 30, 2025	September 30, 2024	September 30, 2023		
OBJECT SERIES	June 30, 2024	June 30, 2025	Adopted Budget	Expended YTD	Budget Remaining	% of Budget Expended	% of Actuals Expended	% of Actuals Expended	September 30, 2024	September 30, 2023
SALARIES & WAGES	10,093,545	10,990,252	11,525,375	1,316,954	10,208,421	11.4%	12.6%	12.6%	1,383,841	1,268,869
EMPLOYEE BENEFITS	2,843,575	3,173,243	3,361,997	394,125	2,967,872	11.7%	12.0%	11.9%	380,633	337,584
PURCHASED SERVICES	5,105,484	3,999,273	3,708,838	271,309	3,437,529	7.3%	11.6%	8.6%	464,038	438,975
SUPPLIES	819,001	794,966	716,194	274,828	441,366	38.4%	45.7%	41.6%	363,643	340,974
EQUIPMENT	1,073,045	1,175,995	1,084,272	208,637	875,635	19.2%	25.8%	22.1%	303,834	237,012
OTHER EXPENDITURES	124,731	30,830	28,362	9,259	19,103	32.6%	62.3%	14.9%	19,217	18,576
TOTALS	20,059,380	20,164,559	20,425,038	2,475,112	17,949,926	12.1%	14.5%	13.2%	2,915,207	2,641,989

PROGRAM SERIES						September 30, 2025	September 30, 2024	September 30, 2023		
PROGRAM SERIES	June 30, 2024	June 30, 2025	Adopted Budget	Expended YTD	Budget Remaining	% of Budget Expended	% of Actuals Expended	% of Actuals Expended	September 30, 2024	September 30, 2023
SITE ADMINISTRATION	357,053	358,374	381,650	94,530	287,120	24.8%	26.4%	21.1%	94,760	75,176
DISTRICT ADMINISTRATION	92,977	88,643	94,744	26,306	68,438	27.8%	24.6%	22.1%	21,816	20,532
SUPPORT SERVICES	338,571	349,805	320,477	124,220	196,257	38.8%	51.1%	48.7%	178,714	164,922
REGULAR INSTRUCTION	3,275,290	2,841,820	3,064,529	194,780	2,869,749	6.4%	8.5%	4.9%	242,314	160,612
EXTRA-CURRICULAR ACTIVITIES	-	-	-	-	-	0.0%	0.0%	0.0%	-	-
SPECIAL EDUCATION	10,794,455	11,172,266	11,507,645	1,438,582	10,069,063	12.5%	14.4%	14.3%	1,605,247	1,547,621
INSTRUCTIONAL SUPPORT	893,095	990,629	816,563	213,466	603,097	26.1%	23.1%	24.2%	229,165	215,926
PUPIL SUPPORT SERVICES	2,499,034	2,357,264	2,341,307	164,065	2,177,242	7.0%	9.6%	8.1%	225,636	202,505
FACILITIES	1,354,668	1,443,735	1,386,060	179,982	1,206,078	13.0%	16.9%	16.2%	243,870	219,556
OTHER FINANCING USES	-	-	-	-	-	0.0%	0.0%	0.0%	-	-
TOTALS	20,059,380	20,164,559	20,425,038	2,475,112	17,949,926	12.1%	14.5%	13.2%	2,915,207	2,641,989

SUMMARY - ALL FUNDS						September 30, 2025	September 30, 2024	September 30, 2023		
SUMMARY	June 30, 2024	June 30, 2025	Adopted Budget	Expended YTD	Budget Remaining	% of Budget	% of Actuals	% of Actuals	September 30, 2024	September 30, 2023
REVENUE	19,936,185	19,878,875	20,334,298	3,441,504	16,892,794	16.9%	17.9%	15.5%	3,552,658	3,094,755
EXPENDITURES	20,059,380	20,164,559	20,425,038	2,475,112	17,949,926	12.1%	14.5%	13.2%	2,915,207	2,641,989
SPENDING VARIANCE	(123,195)	(285,685)	(90,740)	966,392	N/A	N/A	N/A	N/A	637,450	452,766

Goodhue County Ed District Reconciliation Worksheet Report 09/30/2025

Audit No	Statement Date	Co	Bank Code	Bank Name/Description
1569	09/30/2025	6051	MERC	MERCHANTS BANK GENERAL

Worksheet has been Finalized

Statement Amount 1,580,519.32

Deposits in Transit 0.00

Outstanding Payments

Checks 618,693.67

Wires 124,220.64

SHR - Payments 0.00

SHR - Third Party 0.00

Cash 0.00

ACH 0.00

Adjustment Amount 9,727.16

Amount Per Bank 847,332.17

GL Account Balance 847,332.17

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

Difference 0.00

Adjustments

Manual	09/30/2025	HSA	Wire	5,351.90	RECORDED IN OCT
Manual	09/30/2025	IRS	Wire	105,513.78	RECORDED IN OCT
Manual	09/30/2025	KT	Wire	432.17	KT RECORDED IN OCT
Manual	09/30/2025	PERA	Wire	9,947.07	RECORDED IN OCT
Manual	09/30/2025	SWEEP	Direct Pymt	(181,570.15)	FROM SWEEP
Manual	09/30/2025	TRA	Wire	70,052.39	RECORDED IN OCT

Business Manager Report 10-30-25

Preliminary Audit Results 2024-25

Attached is a preliminary look at 2024-25 ending fund balances and budget results. The audit is not complete yet, so changes could still be made.

2025-26 Budget as of 9/30/25

We have received \$3,441,504 or 16.9% of the adopted budget, compared to 17.9% at Sept 30, 2024 and 15.5% at Sept 30, 2023. We have expended \$2,475,112 or 12.1% of the adopted expense budget, compared to 14.5% at Sept 30, 2024 and 13.2% at Sept 30, 2023.

Cash Flow

For your information. Cash flow is looking good through the end of the fiscal year with the implementation of prebilling a month in advance. There are lower spots through the winter as usual.

Sept Bank Rec

For your information

Enrollment

We have increased 16 students since September. Below is the change by program.

Program	Sept 25	Oct 25	Change
REACH	59	66	+7
STEP	18	17	-1
Pathways 6-7	14	14	0
Pathways 8-12	43	43	0
5RO Elementary	23	24	+1
5RO Secondary FT	216	217	+1
5RO Secondary PT	134	142	+8
Total	507	523	+16



**GOODHUE CO ED DISTRICT
2025-26 CASH FLOW**

AS OF 10-23-25

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	-	-	30,439.51	-	-	364,392.00
8/30/2025	(229,594.62)	(275,887.01)	1,140,135.62	816,335.57	-	1,815,381.56
ENDING BALANCE	(562,959.89)	(587,343.47)	1,710,895.03	1,226,419.71	54,615.91	1,815,381.56

SEPTEMBER

DATE	ACCOUNTS PAYABLE	PAYROLL	MISC. RECEIPTS	STATE AID	FEDERAL GRANT	RUNNING BALANCE
9/1/2025	(216,361.14)	(2,676.80)	13,445.00	-	-	1,609,788.62
9/15/2025	(869,025.94)	(286,143.37)	475,439.74	134,751.83	46,200.80	1,111,011.68
9/17/2025	-	(501.62)	397,194.43	-	-	1,507,704.49
9/30/2025	(989,689.87)	(305,306.63)	66,317.55	420,030.84	148,275.79	847,332.17
ENDING BALANCE	(2,075,076.95)	(594,628.42)	952,396.72	554,782.67	194,476.59	847,332.17

OCTOBER

DATE	ACCOUNTS PAYABLE	PAYROLL	MISC. RECEIPTS	STATE AID	FEDERAL GRANT	RUNNING BALANCE
10/1/2025	(236,851.00)	-	-	-	-	610,481.17
10/9/2025	(30,612.94)	-	235,288.66	-	-	815,156.89
10/15/2025	(242,116.15)	(314,504.15)	10,542.67	103,718.83	-	372,798.09
10/20/2025	(259,936.65)	-	500,335.59	-	-	613,197.03
10/31/2025	(237,701.92)	(328,227.33)	3,357.90	202,342.95	16,008.41	268,977.04
ENDING BALANCE	(1,007,218.66)	(642,731.48)	749,524.82	306,061.78	16,008.41	268,977.04

NOVEMBER

DATE	ACCOUNTS PAYABLE	PAYROLL	MISC. RECEIPTS	STATE AID	FEDERAL GRANT	RUNNING BALANCE
11/1/2025	(197,828.27)	-	601,600.29	-	-	672,749.06
11/5/2025	-	-	-	-	6,379.90	679,128.96
11/15/2025	(293,663.44)	(310,676.64)	286,710.37	110,898.54	-	472,397.79
11/20/2025	-	-	371,619.13	-	-	844,016.92
11/30/2025	(668,466.42)	(305,804.49)	144,927.73	177,437.66	-	192,111.40
ENDING BALANCE	(1,159,958.12)	(616,481.13)	1,404,857.52	288,336.20	6,379.90	192,111.40

DECEMBER

DATE	ACCOUNTS PAYABLE	PAYROLL	MISC. RECEIPTS	STATE AID	FEDERAL GRANT	RUNNING BALANCE
12/1/2025	-	-	11,069.27	-	-	203,180.67
12/8/2025	-	-	-	-	337,219.94	540,400.61
12/15/2025	(328,570.34)	(301,994.70)	163,239.11	243,976.78	-	317,051.46
12/20/2025	(35,459.36)	-	434,907.56	-	-	716,499.66
12/31/2025	(211,348.98)	(302,236.91)	5,504.68	133,078.25	-	341,496.69
ENDING BALANCE	(575,378.69)	(604,231.61)	614,720.62	377,055.03	337,219.94	341,496.69

JANUARY

DATE	ACCOUNTS PAYABLE	PAYROLL	MISC. RECEIPTS	STATE AID	FEDERAL GRANT	RUNNING BALANCE
1/1/2026	(4,112.99)	-	190,194.49		-	527,578.19
1/8/2026	(232,796.57)	-	208,893.08		-	503,674.71
1/15/2026	(215,155.33)	(296,047.18)	41,932.75	225,556.07	336,922.90	596,883.92
1/20/2026	(835,546.65)	-	510,398.47		-	271,735.74
1/31/2026	(224,316.56)	(303,092.01)	298,887.53	177,437.66	95,155.40	315,807.76
ENDING BALANCE	(1,511,928.10)	(599,139.20)	-	1,250,306.33	402,993.73	432,078.30

FEBRUARY

DATE	ACCOUNTS PAYABLE	PAYROLL	MISC. RECEIPTS	STATE AID	FEDERAL GRANT	RUNNING BALANCE
2/1/2026	(237,143.47)	-	244,817.09		-	323,481.38
2/15/2026	(218,589.33)	(298,013.90)	211,942.41	191,509.51	62,460.67	272,790.75
2/20/2026	(135,386.17)	-	444,873.77		-	582,278.35
2/28/2026	(222,501.89)	(295,529.18)	8,313.19	221,797.07	-	294,357.54
ENDING BALANCE	(813,620.85)	(593,543.07)	-	909,946.46	413,306.58	62,460.67

MARCH

DATE	ACCOUNTS PAYABLE	PAYROLL	MISC. RECEIPTS	STATE AID	FEDERAL GRANT	RUNNING BALANCE
3/1/2026	(333,167.07)	-	66,960.16		-	28,150.63
3/15/2026	(217,449.34)	(295,052.05)	192,178.24	293,805.09	139,847.13	141,479.70
3/20/2026	(85,982.43)	-	3,634.19		-	59,131.45
3/31/2026	(220,239.16)	(297,781.82)	725,487.70	352,566.11	-	619,164.29
ENDING BALANCE	(856,838.00)	(592,833.87)	-	988,260.28	646,371.20	139,847.13

APRIL

DATE	ACCOUNTS PAYABLE	PAYROLL	MISC. RECEIPTS	STATE AID	FEDERAL GRANT	RUNNING BALANCE
4/9/2026	(490,967.45)	-	127,235.74		-	255,432.57
4/15/2026	(221,156.24)	(297,390.69)	217,909.40	235,044.07	-	189,839.12
4/20/2026	(188,126.86)	-	456,368.64		113,452.23	571,533.13
4/30/2026	(221,958.66)	(298,803.15)	1,163.95	417,792.03	-	469,727.29
ENDING BALANCE	(1,122,209.21)	(596,193.85)	-	802,677.74	652,836.10	113,452.23

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	257,916.04
5/15/2026	(346,114.60)	(297,866.04)	226,907.24	293,805.09	-	134,647.73
5/20/2026	-	-	505,500.07		-	640,147.80
5/31/2026	(380,023.68)	(299,918.19)	530,990.43	293,805.09	-	785,001.45
ENDING BALANCE	(1,039,500.77)	(597,784.23)	-	1,362,197.49	587,610.18	2,751.49

JUNE

DATE	ACCOUNTS PAYABLE	PAYROLL	MISC. RECEIPTS	STATE AID	FEDERAL GRANT	RUNNING BALANCE
6/1/2026	-	-			-	785,001.45
6/15/2026	(478,941.71)	(374,098.82)	246,186.55		-	178,147.47
6/20/2026	-	-	333,974.97	293,805.09	-	805,927.52
6/30/2026	(355,283.09)	(289,992.84)	135,666.74		-	296,318.32
ENDING BALANCE	(834,224.80)	(664,091.67)	-	715,828.25	293,805.09	-

TOTALS	(12,848,888.41)	(7,319,112.04)	-	11,730,979.93	6,095,488.92	1,617,325.84	296,318.32
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Goodhue Co Ed District
Current Year Actuals
For the Fiscal Year Ending June 30, 2025



General Fund - 01	July 1, 2024	Revenues	Expenditures	Transfers	June 30, 2025 Proj. Balance	Net Increase or Decrease
Unassigned - 422	660,306 3.29%	18,371,619	18,739,729	41,892	334,089 1.66%	(326,218)
Restricted						
ALC - 434	-	506,287	506,287	-	-	-
QCOMP - 437	-	357,000	357,000	-	-	-
English Learner - 439	-	-	1,232	-	(1,232)	(1,232)
Basic Skills - 441	-	375,633	375,633	-	-	-
Read Act Literacy Aid - 456	-	14,898	14,898	-	-	-
Teacher Comp Trng Read Act - 457	-	13,450	-	-	13,450	13,450
Long Term Facility Maint - 467	111,031	100,118	83,728	-	127,421	16,390
Medical Assistance - 472	-	139,870	86,053	-	53,817	53,817
Subtotal Restricted	<u>111,031</u>	<u>1,507,256</u>	<u>1,424,831</u>	<u>-</u>	<u>193,456</u>	<u>82,425</u>
Nonspendable						
Prepays	116,106	-	-	(41,892)	74,214	(41,892)
Subtotal Nonspendable - 460	<u>116,106</u>	<u>-</u>	<u>-</u>	<u>(41,892)</u>	<u>74,214</u>	<u>(41,892)</u>
Assigned Funds						
Assigned - Equity Committee	-	-	-	-	-	-
Subtotal Assigned - 462	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total General Fund	<u>887,443</u>	<u>19,878,875</u>	<u>20,164,559</u>	<u>-</u>	<u>601,758</u>	<u>(285,685)</u>
Total All Funds:	<u>887,443</u>	<u>19,878,875</u>	<u>20,164,559</u>	<u>-</u>	<u>601,758</u>	<u>(285,685)</u>





Proposal for 5RiversOnline Advertising Strategy & Implementation

Sent: Oct 14, 2025 Accepted: Oct 29, 2025

FROM

Buoy Marketing

gretchen@ohbuoy.co

1450 Adams Street

Denver, Colorado, 80206

United States

TO

**Goodhue County Education District
(GCED)**

jwhitcomb@gced.k12.mn.us

About Buoy

Buoy is an integrated marketing firm supporting mission-driven organizations. Founded in 2019, we provide communications strategy, counsel, and multi-channel implementation to more than four dozen nonprofit organizations, local governments, and small business clients across the country. Buoy brings together a consortium of highly qualified consultants from diverse backgrounds and lived experiences to best suit the unique needs of each client project.

We are a proud woman-owned and majority-BIPOC-led business and are guided by a set of inclusive values. Our team's background working as in-house communicators for grassroots organizations lends itself to providing cost-effective and actionable recommendations for clients.

Buoy's team brings decades of marketing experience to the table. We specialize in storytelling, brand-building, graphic and web design, and community inclusion efforts for both emerging organizations and those entering their next phase of growth. Our work has supported our clients in raising more than \$50 million in the past year through brand refreshes, pitches, foundational giving, and peer-to-peer fundraising campaigns. We have a particular focus in the education space, partnering with more than three dozen schools, higher education institutions, community-based nonprofits, and national education organizations in the past five years.

Proposed Deliverables

Goodhue County Education District (GCED) seeks support to grow the 5RiversOnline community.

The goals of this work include:

1. Reach new potential students and their families outside of Goodhue County.
2. Attract and grow enrollment numbers of K-6 and 7-12 students from throughout the state.

To achieve these goals, Buoy will:

- Develop an advertising strategy and determine measures of success.
- Position 5RiversOnline as the right solution for homeschooling families, students needing to supplement their course load, and families seeking a "rural" or hands-on experience in virtual education.
- Utilize multiple marketing channels to advertise the online public school, testing messaging and reach and adjusting along the way.

The Plan

We want to remain flexible, based on a kickoff conversation and agreed-upon goals and audiences, to determine the best advertising and outreach mix. Our initial thoughts on a mix of tactics include:

- Creating messaging and ad copy that highlights the school's unique attributes and ease of application/enrollment
- Focusing on social media marketing, particularly through Meta (for Facebook and Instagram); targeting rural areas of the state with fewer educational options and suburban areas where rates of homeschooling are growing most rapidly
- Running Google search and Google display ads tied to popular search phrases for targeted audiences
- Ensuring listing in all relevant homeschooling and online directories
- Running advertising in Homeschool Minnesota (or other relevant publications), including their magazine, e-newsletter, and email blast
- Designing a digital toolkit to send to homeschool co-ops and counselors within public schools
- Exploring earned media to pitch stories highlighting the rise in homeschooling and positioning 5RiversOnline as a solution
- Running paid ads to sign up for a free webinar that explores online schooling and helps to grow an email list for promotional emails (Note: This involves effort and time from 5RiversOnline to hold a webinar but would be available live and on-demand for the future.)
- Creating 15-second, text-based YouTube targeted video ads
- Tabling or advertising at relevant events (Note: This involves effort and time from 5RiversOnline to execute.)
- Running A/B testing with numerous above options to see what messages are most effective

Timeline

The proposed timeline for this initial phase of work is four months, beginning in October 2025:

- Research, Strategy, & Campaign Development: 4 weeks (October - November)**
 - Wave One Advertising: 4 weeks (November - December)**
 - Review Analytics & Refine Campaign: 2 weeks (December)**
 - Wave Two Advertising: 4 weeks (January)**
-

Investment Summary

✓ ACCEPTED

Advertising

\$10,000.00

The scope of advertising budgets can expand or compress dramatically, depending on available funds. This proposal assumes a total budget of \$10,000, of which 30% would be Buoy's labor and 70% would be the advertising spend.

ITEMS	QTY	PRICE	TOTAL
Labor costs	1	\$3,000.00	\$3,000.00
Research and planning, strategy, content creation and design, edits and revisions, vendor outreach, ad spend management, analytics, and project management			
Social media ad spend	1	\$2,000.00	\$2,000.00
Digital ad spend	1	\$2,000.00	\$2,000.00
Publication advertising	1	\$1,000.00	\$1,000.00
Video creation	1	\$1,000.00	\$1,000.00
Webinar or event support	1	\$1,000.00	\$1,000.00
Total			\$10,000.00

Additional Notes

This proposal remains valid for 30 days. Expenses such as materials printing, tool/plugin subscriptions, and website hosting/plugin fees are not included in this proposal and will be billed separately. All expenses must be approved by the client before purchase.

- VI. **Old Business:**
- VII. **New Business:**
 - A. Ratification of Agreement between the Goodhue County Education District (GCED) and Education Minnesota - Goodhue County Education District Local No. 4583. 27



AGREEMENT

between

GOODHUE COUNTY EDUCATION DISTRICT

DISTRICT NO. 6051-61

AND

EDUCATION MINNESOTA - GOODHUE COUNTY

EDUCATION DISTRICT

LOCAL NO. 4583

FOR

2025-2026 and 2026-2027

ARTICLE I

PURPOSE

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ARTICLE II

RECOGNITION OF EXCLUSIVE REPRESENTATIVE

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SECTION 2. APPROPRIATE UNIT:

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SECTION 3. EDUCATION DISTRICT:

SECTION 4. DIRECTOR:

SECTION 5. OTHER TERMS:

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Subd. 2. 2026-2027 Rates of Pay:

Subd. 3. Pay Schedule:

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SECTION 2. SALARY SCHEDULES:

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SECTION 3. LANE PLACEMENT ON SALARY SCHEDULE:

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Subd. 3. Prior Approval:

Subd. 4. Effective Dates:

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SECTION 7. PAY DEDUCTIONS:

SECTION 8. SUBSTITUTE TEACHERS:

SECTION 9. PAYMENT FOR SUMMER WORK:

SECTION 10. ADDITIONAL COMPENSATION FOR SCHOOL PSYCHOLOGISTS, SPEECH LANGUAGE PATHOLOGISTS, OCCUPATIONAL THERAPISTS, PHYSICAL THERAPISTS, TEACHERS OF THE BLIND AND VISUALLY IMPAIRED AND/OR ORIENTATION AND MOBILITY AND TEACHERS OF THE DEAF OR HARD OF HEARING:

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Subd. 2. Substitute Compensation System:

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SECTION 2. INDIVIDUAL TEACHER CONTRACT:

SECTION 3. TEACHERS AS TRAINERS:

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SCHEDULE B

SCHEDULE C

SCHEDULE D

APPENDIX ONE

ARTICLE I

PURPOSE

SECTION 1. PARTIES:

This Agreement is entered into between Goodhue County Education District, Red Wing, Minnesota, hereinafter referred to as the Education District, and the Education Minnesota - Goodhue County Education District, Local No. 4583, hereinafter referred to as exclusive representative, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as the PELRA, to provide the terms and conditions of employment for teachers.

ARTICLE II

RECOGNITION OF EXCLUSIVE REPRESENTATIVE

SECTION 1. RECOGNITION:

In accordance with the PELRA, the Education District recognizes Education Minnesota - Goodhue County Education District, Local No. 4583, as the exclusive representative of teachers employed by the Education District, which exclusive representative shall have those rights and duties as prescribed by the PELRA and as described in this Agreement.

SECTION 2. APPROPRIATE UNIT:

The exclusive representative shall represent all the teachers of the Education District as defined in this Agreement and in the PELRA.

ARTICLE III

DEFINITIONS

SECTION 1. TERMS AND CONDITIONS OF EMPLOYMENT:

The term, "terms and conditions of employment," means the hours of employment, the compensation therefore including fringe benefits, except retirement contributions or benefits other than Education District payment of or contributions to, premiums for group insurance coverage of retired teachers or severance pay

staffing ratios, adult-to-student ratios in classrooms, student testing, student to personnel ratios and the Education District's personnel policies affecting the working conditions of the teachers. The term does not mean educational policies of the Education District. "Terms and conditions of employment" are subject to the provisions of the PELRA.

SECTION 2. TEACHER:

The word, "teacher," shall mean any public employee other than the Executive Director, a superintendent, assistant superintendent, director of special education, assistant director of special education, coordinator, principal, assistant principal, or a supervisory or confidential employee, employed by the Education District: in a position for which the person must be licensed by the Professional Educator Licensing and Standards Board or the commissioner of education; in a position as a physical therapist, occupational therapist, art therapist, music therapist, or audiologist; in a position creating and delivering instruction to children in a preschool, school readiness, school readiness plus, or prekindergarten program or other Education District early education program.

SECTION 3. EDUCATION DISTRICT:

For purposes of administering this Agreement, the term, "Education District," shall mean the Education District Board or its designated representative(s).

SECTION 4. DIRECTOR:

The word, "Director," shall mean the Education District Executive Director who is the chief administrative officer.

SECTION 5. OTHER TERMS:

Terms not defined in this Agreement shall have those meanings as defined by the PELRA.

ARTICLE IV

EDUCATION DISTRICT RIGHTS

SECTION 1. INHERENT MANAGERIAL RIGHTS:

The exclusive representative recognizes that the Education District is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the Education District, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel.

SECTION 2. EDUCATION DISTRICT BOARD RESPONSIBILITIES:

The exclusive representative recognizes the right and obligation of the Education District Board to efficiently manage and conduct the operation of the Education District within its legal limitations and with its primary obligation to provide educational opportunity for the students of its member school districts.

SECTION 3. EFFECT OF LAWS, RULES, AND REGULATIONS:

The exclusive representative recognizes that all teachers covered by this Agreement shall perform the teaching and non-teaching services prescribed by the Education District Board and shall be governed by the laws of the State of Minnesota, and by Education District Board rules, regulations, directives, and orders issued by properly designated officials of the Education District. The exclusive representative also recognizes the right, obligation, and duty of the Education District Board and its duly designated officials to promulgate rules, regulations, and directives, from time to time, as deemed necessary by the Education District Board insofar as such rules, regulations, and directives, are not inconsistent with the terms of this Agreement. The exclusive representative also recognizes that the Education District, all teachers covered by this Agreement, and all provisions of this Agreement are subject to the laws of the State of Minnesota, Federal laws, rules and regulations of the State Department of Education, and valid rules, regulations, and orders of State and Federal governmental agencies. Any provision of this Agreement found to be in violation of any such laws, rules, regulations, and directives, or orders, shall be null and void and without force and effect.

SECTION 4. RESERVATION OF MANAGERIAL RIGHTS:

The foregoing enumeration of rights and duties shall not be deemed to exclude other inherent managerial rights and managerial functions, and all managerial rights and managerial functions not expressly delegated in this Agreement are reserved to the Education District.

ARTICLE V

TEACHER RIGHTS

SECTION 1. RIGHT TO VIEWS:

Pursuant to the PELRA, nothing contained in this Agreement shall be construed to limit, impair, or affect the right of any teacher or his/her representative to the expression or communication of a view, grievance, complaint, or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful, and proper performance of the duties of employment or circumvent the rights of the exclusive representative.

SECTION 2. RIGHT TO JOIN:

Pursuant to the PELRA, teachers shall have the right to form and join labor or employee organizations and shall have the right not to form and join such organizations. Teachers in an appropriate unit shall have the right, by secret ballot, to designate an exclusive representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for such teachers.

SECTION 3. REQUEST FOR DUES CHECK OFF:

The exclusive representative shall be allowed dues check off for its members, provided that dues check off and the proceeds thereof shall not be allowed to any exclusive representative that has lost its right to dues check off pursuant to the PELRA. Upon receipt of a properly executed authorization card of the teacher involved, the Education District will deduct from the teacher's paycheck the dues that the teacher has agreed to pay to the teacher organization in twenty-four (24) equal installments, beginning with the first pay period in September.

SECTION 4. PERSONNEL FILES:

Pursuant to MN Statute 122A.40, subd. 19, all evaluations and files relating to each individual teacher shall be available during regular Education District business hours to each individual teacher upon his/her written request. The teacher shall have the right to reproduce any of the contents of the file at the teacher's expense and to submit for inclusion in the file written information in response to any material contained in it. However, the Education District may destroy such files as provided by law. The teacher shall be notified upon the placement in his/her file of material and/or information which reflects upon his/her professional performance.

SECTION 5. EXCLUSIVE REPRESENTATIVE LEAVE:

Six (6) exclusive representative leave days shall be granted with pay per contract period to be used as designated by the exclusive representative for duties in regard to the exclusive representative's organizational needs. Substitute costs will be reimbursed by the exclusive representative. All notifications of use shall be in writing to the Executive Director at least five (5) days prior to the absence and shall include names and amount of time off required.

SECTION 6. COMMUNICATING WITH MEMBERS:

The Education District agrees to allow the exclusive representative to meet in person with newly hired employees, without charge to the pay or leave time of the employees, for thirty (30) minutes, within thirty (30) calendar days from the date of hire, during new employee orientations or, if the employer does not conduct new employee orientations, at individual or group meetings. An exclusive representative shall receive no less than ten (10) days' notice in advance of an orientation, except that a shorter notice may be provided where there is an urgent need critical to the operations of the public employer that was not reasonably foreseeable. Notice of and attendance at new employee orientations and other meetings under this paragraph must be limited to the public employer, the employees, the exclusive representative, and any vendor contracted to provide a service for purposes of the meeting. Meetings may be held virtually or for longer than thirty (30) minutes only by mutual agreement of the public employer and exclusive representative. The Education District will allow the exclusive representative to communicate with bargaining unit members using their employer-issued email addresses regarding collective

bargaining, the administration of collective bargaining agreements, the investigation of grievances, other workplace-related complaints and issues, and internal matters involving the governance or business of the exclusive representative, consistent with the Education District's generally applicable technology use policies. The Education District will allow the exclusive representative to meet with bargaining unit members in facilities owned or leased by the Education District. The Education District may charge the exclusive representative for maintenance, security, and other costs related to the use of the Education District building or facility that would not otherwise be incurred by the Education District. The exclusive representative agrees that it will not use such resources to disturb or interfere with the educational process.

SECTION 7. COLLECTION AND SUBMISSION OF PERSONNEL DATA:

Within twenty (20) calendar days from the date of hire of a bargaining unit employee, the Education District will provide the following contact information to the exclusive representative in a spreadsheet format agreed to by the exclusive representative: name, job title, worksite location, including location within a facility when appropriate, home address, work telephone number, home and personal cell phone numbers on file with the public employer, date of hire, and work email address and personal email address on file with the public employer. Every one hundred twenty (120) calendar days beginning on January 1, 2024, the Education District will provide the exclusive representative in a spreadsheet format agreed to by the exclusive representative, the previously listed contact information. The Education District must notify an exclusive representative within twenty (20) calendar days of the separation of employment or transfer out of the bargaining unit of a bargaining unit employee.

ARTICLE VI

BASIC SCHEDULES AND RATES OF PAY

SECTION 1. BASIC COMPENSATION:

Subd. 1. 2025-2026 Rates of Pay:

The **2025-2026** rates of pay shall be according to SCHEDULE C attached, and teachers shall advance 1 increment on the salary schedule per SECTION 6. below.

Subd. 2. 2026-2027 Rates of Pay:

The **2026-2027** rates of pay shall be according to SCHEDULE C attached, and teachers shall advance 1 increment on the salary schedule per Section 6. below.

Subd. 3. Pay Schedule:

Teachers shall be paid twice per month on the 15th and 30th, except in February when the second payment will be made on the last day of that month. September 15th shall be the initial payroll date of each school year.

Subd. 4. Longevity:

Beginning with the 5th, 10th and 15th, year of full-time teaching service in the Education District and each year thereafter, all eligible teachers shall receive a career increment(s) based on the following schedule:

Years of Service	2025-2026	2026-2027
5-9	\$1100 \$1350	\$1100 \$1350
10-14	\$1600 \$1850	\$1600 \$1850
15-20+	\$2100 \$2350	\$2100 \$2350
21+	\$2850	\$2850
5-9	\$1350	\$1350
10-14	\$1850	\$1850
15-20	\$2350	\$2350
20+	\$2850	\$2850

Longevity will be paid out in 24 pay periods.

SECTION 2. SALARY SCHEDULES:

Subd. 1. Status of Salary Schedule:

The salary schedule shall not be construed as a part of a teacher’s continuing contract. In the event a successor Agreement is not entered into prior to the expiration date of this Agreement, a teacher shall be compensated according to the previous year’s compensation until such time that a successor Agreement is fully ratified.

Subd. 2. Withholding of Salary Increase:

An individual teacher’s advancement is subject to the right of the Education District to withhold increments, lane changes, or other salary increases for good and sufficient grounds. An action withholding a salary increase shall be subject to the grievance procedure.

SECTION 3. LANE PLACEMENT ON SALARY SCHEDULE:

The following rules shall be applicable in determining placement of a teacher on the appropriate salary schedule:

Subd. 1. Germane:

Germane: Credits to be considered for application on any lane of the salary schedule must be germane to the teaching assignment and include evidence that the coursework is graduate level and the credits are accepted toward an advanced degree by a college or university accredited in the applicable area of study or that the coursework is required for the employee's licensure areas as determined by the Executive Director or designee. ~~as determined by the Executive Director.~~¶

Subd. 2. Grade and Credits:

To apply on the salary schedule, all credits beyond the bachelor’s degree must be graduate credits and carry a grade equivalent of at least a “B”. For a course only offered Pass/Fail, passing grade credits will count. For purposes of this section, one (1) semester credit equals one and one-half (1.5) quarter credits. Salary schedule is labeled in semester credits.

Subd. 3. Prior Approval:

Prior Approval: All credits, in order to be considered for application on the salary schedule, must be approved by the Executive Director or designee in writing prior to the taking of the course.

Subd. 4. Effective Dates:

Individual teaching contracts will be modified to reflect qualified lane changes twice every year effective at the beginning of the school year and February 1 providing an official transcript of qualified credits is submitted to the Executive Director or designee’s office no later than September 1st and February 1st of each school year. If a transcript is not available, other satisfactory evidence of successful completion of

the course will be accepted pending receipt of the official transcript. Pay adjustment shall commence with the next pay period; however, any pay adjustment shall not be made until the official transcript is received.

Subd. 5. Advanced Degree Program:

A teacher shall be paid on the master's degree lane or higher lane only if the degree program is germane to the teaching assignment as approved ~~by the Education District and the degree program is approved~~ in writing by the Executive Director ~~or~~ *designee* in advance.

Subd. 6. Application:

Credits to apply to lanes beyond a particular lane must be earned subsequent to the earning of the degree and must be taken at an accredited college or university.

SECTION 4. NEW TEACHER:

Subd. 1. Lane Placement:

A new teacher shall be placed on the lane of the salary schedule as provided in this article.

Subd. 2. Step Placement:

A new teacher shall be placed on such step of the salary schedule as agreed between the Education District and the teacher.

SECTION 5. EDUCATION DISTRICT DISCRETION:

The Education District may, in its sole discretion, compensate teachers above the salary schedule. The Exclusive Representative and Executive Director will meet on or before June 1 of each year to review situations that vary from the salary schedule.

SECTION 6. STEP ADVANCEMENT:

A full-time teacher must actually teach a minimum of forty-seven (47) days in a school year to qualify for a salary step advancement. A part-time teacher must teach the entire school year for step advancement.

SECTION 7. PAY DEDUCTIONS:

Whenever pay deduction is made for a teacher's absence, the annual salary divided by the number of teacher duty days shall be deducted for each day's absence.

SECTION 8. SUBSTITUTE TEACHERS:

Substitute teachers who are members of the bargaining unit shall be compensated at a rate not less than Education District policy. If a long term substitute replaces the same teacher for more than thirty (30) working days, the long term substitute is included in the bargaining unit.

SECTION 9. PAYMENT FOR SUMMER WORK:

All teachers working on curriculum writing shall be paid \$42 per hour. All teachers working extended school year programs shall be paid \$42 per hour. All curriculum writing hours need prior, written approval from the Executive Director or designee or designee.

SECTION 10. ADDITIONAL COMPENSATION FOR SCHOOL PSYCHOLOGISTS, SPEECH LANGUAGE PATHOLOGISTS, OCCUPATIONAL THERAPISTS, PHYSICAL THERAPISTS, TEACHERS OF THE BLIND AND VISUALLY IMPAIRED AND/OR ORIENTATION AND MOBILITY AND TEACHERS OF THE DEAF OR HARD OF HEARING:

As stated in Article VI, Section 5 of this Master Agreement, the Education District may at its sole discretion compensate a teacher at a rate different from that prescribed on the Teacher Salary Schedule. The Education District will pay additional compensation to School Psychologists, Speech Language Pathologists, Occupational Therapists, Physical Therapists Teachers of the Blind and Visually Impaired and/or Orientation and Mobility and Teachers of the Deaf or Hard of Hearing in accordance with the descriptions below: A school psychologist, speech language pathologist, occupational therapist, physical therapist, teacher of the blind and visually impaired and/or orientation and mobility or teacher of the deaf or hard of hearing will be granted a 'signing bonus' in the amount of \$5,000 to be paid in equal installments during the teacher's first year of service to the Goodhue County Education District. The additional compensation mentioned in the previous sentence is 'above and beyond' the compensation for the teacher prescribed on the appropriate Teacher Salary Schedule. A school psychologist, speech language pathologist, occupational therapist, physical therapist, teacher of the blind and visually impaired and/or orientation and mobility or teacher of the deaf or hard of hearing successfully completing his/her first year of service to the Goodhue County Education District will

receive additional compensation of \$10,000 paid in equal installments during the teacher's second year of service. The additional compensation mentioned in the previous sentence is 'above and beyond' the compensation for the teacher prescribed on the appropriate Teacher Salary Schedule. A school psychologist, speech language pathologist, occupational therapist, physical therapist, teacher of the blind and visually impaired and/or orientation and mobility or teacher of the deaf or hard of hearing successfully completing her/his second year of service to the Goodhue County Education District will receive additional compensation of \$15,000 paid in equal installments during the teacher's third year of service. The additional compensation mentioned in the previous sentence is 'above and beyond' the compensation for the teacher prescribed on the appropriate Teacher Salary Schedule. A school psychologist, speech language pathologist, occupational therapist, physical therapist, teacher of the blind and visually impaired and/or orientation and mobility or teacher of the deaf or hard of hearing successfully completing his/her third year of service to the Goodhue County Education District will receive additional compensation of \$20,000 paid in equal installments during the teacher's fourth year of service. The additional compensation mentioned in the previous sentence is 'above and beyond' the compensation for the teacher prescribed on the appropriate Teacher Salary Schedule. A school psychologist, speech language pathologist, occupational therapist, physical therapist, teacher of the blind and visually impaired and/or orientation and mobility or teacher of the deaf or hard of hearing successfully completing his/her fourth, fifth, sixth, seventh, eighth and ninth years of services to the Goodhue County Education District will also receive additional compensation of \$20,000 per year paid in equal installments during each of the teacher's successive years of service. The additional compensation mentioned in the previous sentence is 'above and beyond' the compensation for the teacher prescribed on the appropriate Teacher Salary Schedule. A school psychologist, speech language pathologist, occupational therapist, physical therapist, teacher of the blind and visually impaired and/or orientation and mobility or teacher of the deaf or hard of hearing successfully completing his/her tenth and successive years of service to the Goodhue County Education District will also receive additional compensation of \$24,000 per year paid in equal installments during each of the teacher's successive years of service. The additional compensation mentioned in the previous sentence is 'above and beyond' the compensation for the teacher

prescribed on the appropriate Teacher Salary Schedule. A teacher with a 1.0 FTE assignment in one of the above areas and completing the full school year will receive the full additional compensation as described above. Teachers assigned less than 1.0 FTE and/or less than the full school year will receive a pro rata amount of the additional compensation accordingly. This section does not apply to teachers who are eligible for the additional compensation in Article VI Section 10.

SECTION 11. SETTING IV STIPEND:

As stated in Article VI, Section 5 of this Master Agreement, the Education District may at its sole discretion compensate a teacher at a rate different from that prescribed on the Teacher Salary Schedule. The Education District will pay additional compensation to teachers assigned to the Setting IV Program in accordance with the description below: A teacher assigned to the Setting IV Program will receive additional compensation of up to \$5,000 paid in equal installments during the year. The additional compensation mentioned in the previous sentence is 'above and beyond' the compensation for the teacher prescribed on the appropriate Teacher Salary Schedule. A teacher with a 1.0 FTE assignment and completing the full school year in the Setting IV will receive the full additional compensation of \$5,000. ~~Teachers~~For teachers assigned less than 1.0 FTE and/or less than the full school year will receive a pro rata amount of the additional compensation accordingly. This section does not apply to teachers who are eligible for the additional compensation in Article VI Section 10.

SECTION 12. DAILY RATE:

Daily Rate: A teacher's daily rate shall be their salary divided by the number of contract days. The number of contract days is set at one hundred eighty-six (186) in ARTICLE X LENGTH OF THE SCHOOL YEAR. SECTION 1. ESTABLISHED CALENDAR: Subd. 1. Teacher Duty Days. ~~A teachers daily rate shall be their salary divided by the number of contract days. ¶~~

ARTICLE VII

GROUP INSURANCE

SECTION 1. SELECTION:

The selection of the insurance carrier and policy shall be made by the Education District as provided by law subsequent to the Education District Board's review of the insurance committee input.

SECTION 2. HEALTH, HOSPITALIZATION, DENTAL, LONG-TERM DISABILITY (LTD), AND LIFE INSURANCE:

Subd. 1. Single or Family Coverage:

The Education District shall contribute the sum as reflected in SCHEDULE B, attached hereto, toward the premium for individual, individual + one (for Dental only), or family coverage for each full-time teacher employed by the Education District who qualifies for and is enrolled in the Education District's group health, hospitalization, and dental insurance plans. If the actual premium is less than the stated amount, the contribution difference shall be retained by the Education District Board.

Subd. 2. LTD Insurance:

The Education District will contribute the full amount per teacher per month for payment of LTD insurance premiums.

Subd. 3. Life Insurance:

The Education District will contribute the full cost of the premium for a \$75,000 life insurance policy per eligible teacher.

SECTION 3. CLAIMS AGAINST THE EDUCATION DISTRICT:

The Education District's only obligation is to purchase an insurance policy and pay such amounts as agreed to in this Agreement, and no claim shall be made against the Education District as a result of a denial of insurance benefits by an insurance carrier.

SECTION 4. DURATION OF INSURANCE CONTRIBUTION:

A teacher is eligible for an Education District contribution as provided in this article as long as the teacher is employed by the Education District and on paid status. Upon termination of employment during the school year, all Education District participation and contribution shall cease, effective on the last working day. If termination of employment occurs at the end of the school year, a teacher's participation in the Education District's group health, hospitalization, and dental insurance plans shall continue until August 31st of that year. All other group insurance coverage provided by the Education District shall cease on the last working day. Continuance of group health, hospitalization, and dental insurance coverage at the terminated teacher's expense will be in accordance with Federal and State laws.

SECTION 5. ELIGIBILITY:

For the purposes of this section, a full-time teacher shall be one regularly contracted at least 0.8 FTE during a regular school year. Part-time teachers who are employed an average of at least twenty (20) hours per week and ninety-three (93) days in a school year shall be eligible for partial benefits proportional to the extent of their employment. This stipulation must be subject to the insurance carrier's limitation.

ARTICLE VIII

LEAVES OF ABSENCE

All leave shall be taken in half or full day increments unless the Substitute Payment System described in Article IX, Sect. 3, Subd. 2 is used.

SECTION 1. SICK LEAVE:

Subd. 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. A full-time teacher shall earn sick leave at the rate of ten (10) days each year of service in the employment of the Education

District. Annual sick leave shall accrue monthly as it is earned on a proportionate basis to the teacher's work year.

Subd. 2. Accumulation:

Unused sick leave days may accumulate to a maximum of one hundred sixty-five (165) days of sick leave per teacher.

Subd. 3. Use:

Sick leave use is defined in MN Statute 181.9448.

Subd. 4. Medical Certificate:

The Education District may require a teacher to furnish reasonable documentation that the earned sick and safe time is covered by MN Statute 181.9448. In the event that a reasonable documentation will be required, the teacher will be so advised.

Subd. 5. Deductions:

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

Subd. 6. Approval:

Sick leave pay shall be approved only upon following sick leave procedures in the Education District Staff Handbook.

SECTION 2. SICK LEAVE BANK:

Teachers who have a significant illness or have a spouse or child, including a stepchild and a biological, adopted, and foster child, under the age of eighteen (18) or an individual under twenty (20) who is still attending secondary school, with a significant illness may utilize any available days from the sick leave bank, as provided below. For purposes of both donation of sick leave days and benefits as described below, a "day" is defined as the teacher's FTE percentage at the time he/she donated to the bank.

Subd. 1. Significant Illness:

A "significant illness" is defined as a medical or psychological condition that causes the teacher to be absent from his/her teaching duties for thirty (30) or more continuous contract days. Certification of "significant illness" by a qualified physician

or clinical psychologist authorized to practice, and performing within the scope of their practice, under state law is required.

Subd. 2. Donation:

The sick leave bank will be created as the result of each teacher, on a voluntary basis, donating one (1) of his/her paid sick days each school year.

Subd. 3. Use:

All teachers will have one (1) opportunity at the beginning of every school year to donate to the sick leave bank. Only teachers who donate to the bank may receive benefits from it. Teachers who were eligible for benefits prior to taking an approved leave of absence will continue to be eligible upon returning from leave. Except as defined in Subd. 5. below, days may not be designated for use by a specific teacher.

Subd. 4. Administration:

The sick leave bank will be administered by a committee composed of two (2) representatives from the Education District, one (1) of whom shall be the Executive Director or his/her designee, and two (2) representatives from the exclusive representative, 1 of whom shall be the president or his/her designee. Among its duties, this committee will be responsible for explaining the sick leave bank to teachers and providing them with sufficient advance notice and opportunity to determine whether to participate in the bank. All teachers will notify the Education District in writing of their decision to either participate or not participate in the bank. Sick leave benefits from the bank will be awarded in increments of five (5) days; provided, however, that the teacher may return to work sooner, and the unused days will be returned to the bank. A teacher may not receive more than sixty (60) days from the sick leave bank during any rolling five (5) year period.

Subd. 5. Limit:

Notwithstanding the amount of benefit allowed from the sick leave bank, an eligible teacher may not receive more days than are in the bank, so the bank may be drawn down only to zero (0) days and may not be in arrears. However, in cases of special need, teachers may voluntarily contribute additional days and designate those days for the use of a particular teacher.

SECTION 3. SICK DAY TRANSFER TO A HEALTH SAVINGS ACCOUNT OR 403B ACCOUNT.

Teachers, who have at the end of the contracted year, seventeen (17) or more accumulated sick leave days, reserve the right to sell up to four (4) days back to the Education District each school year to an HSA account or a 403B account. The value of each sick leave day will be calculated using the teacher's daily rate ~~(1/186th of the teacher's annual salary) for that contract year.~~ Teachers electing to make this transfer will submit the request by the last staff contract day. If teachers do not submit a request, no exchange for that contracted year will be made.

SECTION 4. WORKERS' COMPENSATION:

Pursuant to MN Statute 176, a teacher injured on the job in the service of the Education District and collecting workers' compensation insurance may draw sick leave and receive full salary from the Education District, the salary to be reduced by an amount equal to the insurance payments, and only that fraction of the days not covered by insurance will be deducted from accrued sick leave.

SECTION 5. BEREAVEMENT LEAVE:

Up to five (5) days of leave shall be allowed, for a death in the teacher's immediate family. 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.

Subd. 1. Immediate Family:

For bereavement leave, "immediate family" is defined as teacher and/or spouse and the following related to either: child and spouse, stepchild and spouse, ward, guardian, parent, brother, brother-in-law, sister, sister-in-law, grandparents, grandchildren, uncle, aunt, nephew and niece.

Subd. 2. Executive Director's Discretion:

Up to two (2) sick leave days may be granted at the discretion of the Executive Director for illness, disability, or death of a close friend or other relative not specified in the subdivision above.

SECTION 6. PERSONAL LEAVE:

Subd. 1. Use:

Each full-time teacher shall be granted three (3) personal leave days per year to be used without explanation by the teacher and with the consent of the Education District. These days shall be non-accumulative. Notice of intent to use personal leave must be made in writing to the Executive Director at least three (3) days in advance, when possible. At any time, no more than two (2) teachers from the River Bluff Education Center, who require a substitute, can be out on personal leave with a limit of four (4) total for the Education District.

Subd. 2. Requests:

Requests for personal leave must be made in writing to the Executive Director **or designee** at least three (3) days in advance, whenever possible. The Education District reserves the right to refuse to grant such leave if, under the circumstances involved, such leave should not be granted. All leaves must have prior, written approval. **Approval in the teacher absence system is considered prior written approval.**

Subd. 3. Limitation:

A personal leave day shall not be granted for the first and last days of the school year or on professional development days. Any exception shall be subject to the written approval of the Executive Director.

Subd. 4. Pay for Unused Personal Leave:

Teachers who have unused Personal Leave at the end of the contracted year reserve the right to receive payment at the rate of their daily rate for a full day or one half their daily rate for one half day or have the option to roll up to two (2) days into the next year's Personal Leave for a maximum of five (5) personal days in any one year or have the option to roll all or some of the unused personal leave days into sick leave. This applies to full or half days of unused personal leave and is not meant to be prorated in hourly increments. Teachers will submit the request by the last staff contract day. If teachers do not submit a request for payment or request to roll personal leave into next year's personal leave, unused personal leave will be rolled into sick leave.

Subd. 5. Return of Personal Leave:

When a teacher requests personal leave, and that day(s) becomes a school closure due to weather or other unforeseen reason, and that day is not designated by the Executive Director as an e-learning day or flexible learning day, the personal leave will be returned to the teacher. Other requests for return of personal leave will be considered by the Executive Director on a case by case basis.

SECTION 7. CIVIC DUTY OR EMERGENCY SERVICES LEAVE LEAVE:¶

Subd. 1. Civic Duty Leave:

~~For the 2021-2022 and 2022-2023 contract agreement, a~~Any teacher who is required, during the regular work day, to attend meetings to which the teacher has been elected or appointed, shall be provided eight (8) hours of leave with pay for each school year for which the board necessitates the teacher's absence. The teacher shall notify the education district of the date of intended absence as soon as possible, but no later than two days prior to the date of absence, except in cases of emergencies. All absences are at the discretion of the Executive Director or designee.

Subd. 2. Emergency Services:

Any teacher called in for situations that are serious in nature, such as structure fires and search in rescue before or during the regular work day will be granted leave up to sixteen (16) hours per school year. The teacher shall notify the Executive Director or designee of the absence. Any deviations from the sixteen hours must be approved in writing by the Executive Director.

SECTION 8. FAMILY MEDICAL LEAVE:

Subd. 1. Purpose:

Pursuant to the Family Medical Leave Act, 29 U.S.C. 2601 et. seq., an eligible teacher shall be granted, upon written request, up to a total of 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 teacher's spouse, child, or parent, and (4) the teacher's own serious health condition.

Subd. 2. Requests:

Requests for leave shall be made to the Executive Director. Teachers must give thirty (30) days written notice of a leave of absence when practicable. Teachers 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 subject to and in coordination with the health care provider.

SECTION 9. JURY SERVICE:

A teacher who serves on jury duty shall be granted the day(s) necessary as stipulated by the court to discharge this responsibility without any salary deduction or loss of basic leave allowance. The compensation received for jury duty service shall be remitted to the Education District.

SECTION 10. MILITARY LEAVE:

Military leave shall be granted pursuant to applicable law.

SECTION 11. MEDICAL LEAVE:

Subd. 1. Eligibility:

A continuing contract teacher who is unable to teach because of illness or injury and who has exhausted all sick leave credit available or has become eligible for LTD insurance shall, upon request, be granted a medical leave of absence, without pay, for up to one (1) year. The Education District Board may, in its discretion, renew such a leave.

Subd. 2. Request:

A request for leave of absence or renewal thereof under this section shall be accompanied by a qualified physician's or clinical psychologist's, authorized to practice, and performing within the scope of their practice, under state law, written statement outlining the condition of health and estimated time by which the teacher is expected to be able to assume normal responsibilities.

SECTION 12. SHORT-TERM LEAVES OF ABSENCE:

Subd. 1. Allowances

The Executive Director may grant up to five (5) days of short-term unpaid leave for personal reasons during the teacher's employment with the Education District. Days granted previous to February 13, 2018 will not be counted toward the five (5) day limit.

Subd. 2. Limitations

Short-term unpaid leave may not be used during the first five (5) duty days or the last five (5) duty days of school or on duty days on which staff development or parent-teacher conferences are scheduled.

Subd. 3. Usage Guidelines

Teachers must exhaust their personal leave in a given year prior to taking any unpaid leave.

Subd. 4. Additional Leave

Additional short-term unpaid leave may be granted to a teacher at the discretion of the Executive Director. The Executive Director may waive other restrictions on short-term unpaid leave in extraordinary circumstances beyond the teacher's control.

Subd. 5. Request

Teachers must submit to the Executive Director a written request for short-term leave thirty (30) days before such leave is taken.

SECTION 13. GENERAL LEAVES OF ABSENCE:

Subd. 1. Application:

Teachers with a minimum of three (3) years of teaching experience in the Education District may apply in writing for an unpaid leave of absence subject to the provisions of this section. The granting of such leave shall be at the sole discretion of the Education District Board. Application for the unpaid leave of absence must be submitted by March 1 of the year preceding the beginning of the unpaid leave.

Subd. 2. Purpose:

Such leave may be granted by the Education District Board for additional educational experiences, teaching organization activity, service in public office, or other reasons deemed appropriate by the Education District Board.

Subd. 3. Duration:

A general leave of absence that is granted is for a fixed duration not to exceed three (3) years.

Subd. 4. Notification:

A teacher on such leave shall notify the Education District Board in writing no later than March 1 of the final leave year of the teacher's intention to return at the conclusion of the leave or to request an extension of the leave. The granting of an extension shall be at the sole discretion of the Education District Board. The Education District Board may also, at its sole discretion, waive the March 1 notice date if it determines special circumstances are involved.

SECTION 14. INSURANCE APPLICATION:

A teacher on unpaid leave is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions. The teacher shall pay the entire premium for such insurance commencing with the beginning of the leave and shall pay to the Education District the monthly premium in advance, but no later than the 25th day of the preceding month.

SECTION 15. CREDIT:

A teacher who returns from unpaid leave shall retain experience credit for pay purposes and other benefits which had accrued at the time the leave began. No credit shall accrue for the period of time that a teacher was on unpaid leave.

SECTION 16. ELIGIBILITY:

Full leave benefits provided in this article shall apply only to full-time teachers as described in ARTICLES IX and X. Part-time teachers shall be eligible for partial benefits proportional to the extent of their employment.

ARTICLE IX

HOURS OF SERVICE

SECTION 1. BASIC DAY:

The teacher's basic day shall be eight (8) hours, including a duty-free lunch period, scheduled according to Education District board policy or negotiated agreement.

SECTION 2. BUILDING HOURS:

The specific hours at an individual building may vary according to the needs of the educational program of the Education District to which the teacher is assigned. The specific hours for the teacher will be designated by the Executive Director.

SECTION 3. COMP/ADDITIONAL ACTIVITIES:

In addition to the basic day, teachers shall be required to reasonably participate in Education District activities beyond the teacher's basic day as authorized by the Director or designee. The normal duties for teachers include a reasonable share of in-service, staffing, and supervisory activities.

Subd. 1. Compensatory Time:

Teachers can earn Compensatory Time for duties beyond what is considered normal duties. Individual Education Planning (IEP) meetings outside the duty day are only eligible for compensatory time for staff assigned to locations outside of the River Bluff Education Center (RBEC) or 5RiversOnline (5RO). Staff assigned to locations outside of the RBEC or 5RO are eligible for compensatory time for time that extends thirty (30) minutes beyond their normal workday. Compensatory Time may include parent conferences, and other activities approved by the Executive Director. ~~Compensatory Time will be taken as designated on the Education District calendar. Teachers must accrue Compensatory Time to cover designated days before using Compensatory Time for other leave or payout.~~ A record of accrued time will be kept in the main office. Final approval of Compensatory Time is at the discretion of the Executive Director or designee.

Subd. 2. Substitute Compensation System:

Teachers covering another teacher's class, in addition to their own assignments, or a teacher providing substitute duty during his/her preparation period will receive ~~may~~

~~choose either to receive substitute payment at the agreed upon rate below or bank the substitution time to be used as compensation time.~~ Substitute payment will be paid at the teacher's hourly rate (one-sixth of the teacher's daily rate). ~~When a teacher~~ ~~The teacher will notify the Education District in writing when he/she wishes to use accumulated compensation time,~~ **the teacher will use the Education District absence system.** Compensatory Time may be taken in hourly increments. Such time will not be granted on the first or last day of school, nor the day before or after a scheduled vacation except at the discretion of the Executive Director when the situation warrants the teacher being absent from school. Three (3) days written notice must be given before the leave will be granted unless extenuating circumstances arise. When submitting Compensatory Time, round up or down to the nearest half hour increment. If the time varies from this, the time is at the discretion of the Executive Director.

Subd. 3. Substitute Payment System:

After identifying a River Bluff Education Center teacher to cover his/her duties, teacher's request hourly leave in the Education District approved absence system and document as no substitute needed and alert building administration. The River Bluff Education Center teacher who is covering the duty will fill out a Substitute Payment System form. Teachers will not receive substitute pay or Compensatory Time if a class has been canceled due to field trips or for some other reason, nor will they receive substitute pay or Compensatory Time during preparation if they have another vacant period due to a class cancellation.

Subd. 4. Hours of Service¶

~~Mandatory Accrual of Compensatory Time: There are mandatory times for accrual of Compensatory Time. These include Restrictive Procedures Trainings, Open Houses and Conferences. (a). Restrictive Procedures. Teachers are expected to participate in and pass the Restrictive Procedures Training required in their building. Teachers assigned to the River Bluff Education Center (RBECE) will participate in the refresher course for Professional Crisis Management (PCM) for eight (8) hours. This time will be put towards the first designated comp day. Teachers will not receive the stipend for that day. Previously certified teachers are required to participate in the refresher course. Teachers not previously certified will participate in the full PCM training and receive a stipend for two (2) days. (b). Open Houses and Conferences: For teachers assigned to RBECE, the other eight (8) hours of compensatory time will be split between Open Houses and Conferences per the calendar. For teachers assigned to member districts, the Executive Director will meet with each teacher individually~~

~~to set calendars to include contract and comp time. No Compensatory Time will be accrued until that meeting with the Executive Director or designee has occurred. Meetings must be scheduled prior to the first student contact day unless approval for a later meeting is received in writing from the Executive Director.¶¶~~

Subd. 45. Teachers Assigned to Member Districts.

Teachers assigned to member districts will submit a proposed work calendar to the Executive Director or designee two weeks prior to the first student day in any one of the districts they are assigned, following the process sent out by the Education District. Proposed calendars will include contract and stretch days. No compensatory time will be approved until the staff members calendar has been approved by the Executive Director or designee. Calendars will be approved in the order they are received.

SECTION 4. PREPARATION TIME:

During the basic teacher day, fifty (50) minutes of preparation time shall be provided during student contact hours. This time can be accumulated per week and used in larger blocks and/or can be provided in smaller blocks not to be reduced below twenty (20) minutes. Preparation time that varies from the fifty (50) minutes per day model must have the prior written permission of the Executive Director or his/her designee. Compensation, if any, for loss of preparation time shall be determined by the Executive Director and Education District policy. ~~For the 2023-2024 contract year, during the basic teacher day, fifty (50) minutes of preparation time shall be provided during student contact hours. This time can be accumulated per week and used in larger blocks and/or can be provided in smaller blocks not to be reduced below twenty (20) minutes. Preparation time that varies from the fifty (50) minutes per day model must have the prior written permission of the Executive Director or his/her designee. Compensation, if any, for loss of preparation time shall be determined by the Executive Director and Education District policy. Starting in the 2024-2025 contract year, within the student day for every twenty-five (25) minutes of classroom instructional time, a minimum of five (5) additional minutes of preparation time shall be provided to each licensed teacher. This time can be accumulated per week and used in larger blocks and/or can be provided in smaller blocks not to be reduced below twenty-five (25) minutes. Compensation, if any, for loss of preparation time shall be determined by the Executive Director and Education District policy.~~

~~Exceptions to this may be made by mutual agreement between the Education District and the exclusive representative of the teachers.¶~~

SECTION 5. EXTENDED SCHOOL YEAR PREPARATION TIME:

During extended school year programming, two (2) hours of pre-planning, meeting time/in-service will be allowed. One (1) hour of post-planning time will be allowed. Additional post-planning time may be granted at the Executive Director's discretion. Additionally, fifteen (15) minutes of preparation time shall be provided per hour of student contact time on student contact days.

SECTION 6. OVERLOAD ASSIGNMENT:

A teacher who volunteers or is assigned to teach an overload assignment will be compensated on a pro rata basis based on the basic teacher duty day as defined in ARTICLE IX Section 1. An overload assignment is in lieu of individual preparation time. The Education District will determine the start and end date of the assignment and overloads will not carry over from semester to semester or school year to school year. The payment of the overload assignment will be made during the same term as the overload assignment.

ARTICLE X

LENGTH OF THE SCHOOL YEAR

SECTION 1. ESTABLISHED CALENDAR

Subd. 1. Teacher Duty Days:

Prior to June 1 of each school year, the Education District Board shall establish the number of school days and teacher duty days for the next school year. The teacher shall perform services on those days as determined by the Education District Board, including those legal holidays on which the Education District Board is authorized to conduct school and, pursuant to such authority, has determined to conduct school. The school year shall consist of one hundred eighty-six (186) duty days and up to one hundred seventy-four (174) student contact days.

Subd. 2. Calendar Committee:

The “Calendar Committee” will make a recommendation to the Education District Board by the February Board Meeting regarding the calendar for the upcoming school year to provide input regarding the calendar for the next school year. The “Calendar Committee” shall be composed of up to two (2) Education District designated representatives and up to two (2) designated representatives from the exclusive representative. Up to two (2) representatives from other bargaining units may also be included.

Subd. 3. Stretch Calendar:

A stretch calendar is defined as a school year calendar from July 1 to June 30 of a given year. Teachers serving Birth - 3 ECSE students will have an opportunity to work collaboratively with the Director to create the best individual stretch calendar for that teacher and the children they serve. Any adjustments to assignments will be communicated with and approved by the Director or designee.

Subd. 4. Due Process Duties:

The Education District will offer four (4) Due Process Nights per year at four (4) hours each with an additional sixteen (16) hours that can be flexed for teachers to complete due process responsibilities required in conjunction with their special education caseloads for a total or up to thirty-two (32) hours for each school year. This due process time shall be used to meet district, state and federal special education reporting requirements, which are not related to daily instructional preparation. Staff will be paid at the curriculum writing rate for time worked in relation to this subdivision. If a teacher needs more hours they can request in writing additional hours to be transferred from other teachers. Hours can be transferred in increments of eight (8) hours. Staff will have the opportunity to donate hours to a pool on or before September 1 and on or before February 1 of each year. Requests must be submitted in writing, or by another process agreed to by the Executive Director, to the Executive Director.

Subd. 5. New Staff Academy:

Each new teacher will attend a two (2) to three (3) day Education District training academy outside of the basic school year as defined in Article X Section 1 Subd. 1. Other teachers may be eligible to attend the Academy to receive additional training

based on the recommendation of the Executive Director. No current teacher shall be required to attend.

In consideration of the fact that teachers will be attending this training outside of the basic school year and their normal work assignment, licensed teachers will receive pay in the amount of the daily rate for BA/Step 1 as established by Schedule C. ~~The daily rate will be determined based on the basic work year of one hundred eighty-six (186) duty days for a first year teacher. This pay schedule applies only to the Summer Training Academy. Returning teachers who are invited for the Summer Training Academy will be paid their regular daily rate of pay.~~

~~The New Staff Academy is contingent upon available funding and will be held at the sole discretion of the Education District.~~

Subd. 6. E-Learning Days:

E-learning days will be established as outlined in MN Statute 120A.414.

SECTION 2. MODIFICATION IN CALENDAR, LENGTH OF SCHOOL DAY:

Subd. 1. Calendar Modifications:

In the event of energy shortage, severe weather or other emergency condition, the Education District reserves the right to modify the Education District calendar, and, if school is closed on a normal duty day(s), the teacher shall perform duties on such other day(s) in lieu thereof as the Education District shall determine. However, the teachers' duty days shall not exceed their contracted year.

Subd. 2. Other Modifications:

In the event of energy shortage, severe weather, or other emergency condition, the Education District may modify the duty day or duty week, but with the understanding that the total number of hours shall not be increased, i.e., a four (4)-day week with increased hours per day but the total weekly hours not more than the regular forty (40) hour week.

Subd. 3. Meet and Confer:

Prior to adjusting the calendar, duty day, or duty week, the Education District shall afford the exclusive representative the opportunity to meet and confer on such matters.

ARTICLE XI

VACANCIES AND TRANSFERS

SECTION 1. POSTINGS:

Subd. 1. Length of Posting:

Open positions will be posted for a minimum of five (5) working days or as required by MN Statute and Rule on the Education District website, at River Bluff Education Center and by notifying teachers through email. Teachers interested in an internal transfer will have five (5) working days to follow the notification procedures listed in the posting.

Subd. 2. Transfer:

For purposes of the Article XI, SECTION 2 and SECTION 3, a “transfer” is defined as a change in district assignment, grade assignment, building assignment and/or program assignment.

Subd. 3. Assignments:

As soon as practicable, the Executive Director shall deliver to each teacher and to the Exclusive Representative a schedule of all teacher’s assignments for the following school year. The Exclusive Representative will also receive monthly Education District Board minutes through Boardbook.

SECTION 2. VOLUNTARY TRANSFERS:

Subd. 1. Request:

A teacher who wishes to transfer to a position for which he/she is qualified shall file a written request with the Education District per the notification procedures listed in the posting.

Subd. 2. Notification:

For positions beginning the following school year, each transfer applicant shall be notified of the status of his/her application by May 15 or as soon as practicable. For positions that open during a school year, transfer applicants will be notified in a timely manner.

SECTION 3. INVOLUNTARY TRANSFERS:

Subd. 1. Volunteers:

Before making an involuntary transfer, the Education District will solicit volunteers. The Education District reserves the right to determine if transfer is acceptable.

Subd. 2. Notice:

Notice of involuntary transfer shall be given to the teacher involved as soon as practicable. A list of open teaching positions shall be made available to all teachers being involuntarily transferred or reassigned. Such teachers may request the positions to which they desire to be transferred in order of preference.

Subd. 3. Meeting:

An involuntary transfer shall be made only after a meeting between the teacher involved and the Executive Director, at which time the teacher shall be notified in writing of the reason(s) for the transfer.

ARTICLE XII

UNREQUESTED LEAVE OF ABSENCE (ULA) AND SENIORITY AGREEMENT

SECTION 1. PURPOSE:

The purpose of this article is to implement the provisions of MN Statute 122A.40, Subd. 10, which article, when adopted, shall constitute the required plan for ULA because of discontinuance of position, lack of pupils, financial limitations or merger of classes caused by consolidation of school districts.

SECTION 2. DEFINITIONS:

For purposes of this article, the terms defined shall have the meanings respectively ascribed to them.

Subd. 1. Teacher:

“Teacher” shall mean those members of the unit as defined by PELRA and this Agreement, except the provisions of this article shall not be applicable to any other bargaining unit member who is not a teacher as defined by MN Statute 122A.40, Subd. 1.

Subd. 2. Qualified:

“Qualified” shall mean a teacher who, in addition to the state license, has a major in the subject matter or field taught and, as solely determined by the Education District, has successfully had teaching experience in such subject matter or field within the past five (5) years.

Subd. 3. Seniority:

“Seniority” applies only to Tier 3 and Tier 4 qualified teachers and commences with the first day of continuous teaching service in the Education District. For seniority purposes, teachers employed as Education District-wide coordinators and consultants will be considered as part of the subject matter area most closely related to the teacher’s current assignment as determined by the Education District.

SECTION 3. ULA:

Subd. 1. Terms:

The Education District Board may place on ULA such teachers as may be necessary because of discontinuance of position, lack of pupils, financial limitations, or merger of classes. Such leave of absence shall continue for a period of five (5) years, after which the right to reinstatement shall terminate; provided the teacher’s right to terminate shall also terminate if the teacher fails to file with the Education District, by April 1st of each year, a written statement requesting reinstatement. Such leave shall be effective no later than the close of the school year or at such earlier time as mutually agreed upon by the teacher and the Education District Board.

Subd. 2. Notice:

Teachers placed on such leave shall receive notice by July 1st of the school year prior to the commencement of such leave with reasons for said placement.

Subd. 3. Placement:

Teachers shall be placed on ULA in inverse order of seniority in the field and subject matter employed with the following exceptions: 1) No teacher shall be placed on ULA if any other qualified teacher employed in the same field and subject matter is on a “Teacher Improvement Plan” as provided for in the “Teacher Evaluation Process” required in MN Statute 122A.40, Subd. 8. 2) No teacher holding a master’s degree or higher in the field and subject matter employed shall be placed on ULA if any other

qualified teacher employed in the same field and subject matter holds less than a master's degree in the field or subject matter employed. A graduate degree of master's or higher will not provide protection from ULA if the degree is not in the subject matter for which the teacher is employed. 3) No teacher in whom the Education District has invested Education District funds to send to specialized training (i.e, special education or related service licensure or training) shall be placed on ULA if any other qualified teacher employed in the same field and subject matter has less training.

Subd. 4. Affirmative Action Program:

This section shall not apply if its application will result in any violation of the Education District's affirmative action program which shall include ethnicity, race, color, or sex; and any teacher employed in an affirmative action program may be retained in the same field or subject matter of a teacher with greater seniority if such retention is necessary to effectuate the purposes of such affirmative action program.

Subd. 5. Tie-Breaker:

In the event a reduction in number of teachers creates a situation requiring that a choice be made among teachers who have equal seniority, the selection of the teacher(s) for purposes of reduction shall be at the discretion of the Education District based on criteria including performance, training, experience, skills in special assignments special or advanced certifications obtained in the teacher's field and subject matter employed, and other relevant factors.

Subd. 6. Additional Assignments:

If reduction in number of teachers based on seniority would result in the discontinuance of any curricular or extra- or co-curricular program, the teacher employed in such program may not be placed on ULA, and the next senior teacher may be placed on such leave, at the discretion of the Education District.

Subd. 7. Years of Service:

Any teacher placed on such leave may engage in teaching or any other occupation during such period and may be eligible for re-employment insurance if otherwise eligible for such compensation under that law, and such leave will not result in a loss of credit for years of service in the Education District earned prior to the commencement of such leave.

SECTION 4. REALIGNMENT:

For purposes of placement on ULA or recall from ULA, nothing in the article, shall require the Education District to reassign a senior teacher to a different position for which he/she is not qualified, as defined in "Section 2" above, to accommodate the seniority claims of a junior teacher.

SECTION 5. DROPPING OF LICENSE:

A teacher shall not be permitted to exercise seniority to displace another teacher in a different licensure area by dropping the license in the subject matter in which the teacher is currently assigned by the Education District in order to acquire a different assignment through the ULA process. If a teacher drops the license which qualifies the teacher for the teacher's current assignment, the Education District may place the teacher on ULA, and the teacher shall have no bumping rights nor realignment rights in another licensure area.

SECTION 6. REINSTATEMENT:

Subd. 1. Process:

No new teacher shall be employed by the Education District while any qualified teacher is on ULA in the same field and subject matter. Teachers placed on ULA shall be reinstated to the positions from which they have been given leave or any other available positions in the Education District in the fields in which they are qualified as such positions become available. The order of reinstatement shall be in inverse order in which teachers were placed on ULA.

Subd. 2. Notices:

When placed on ULA, a teacher must file his/her name and address, to which any notice of reinstatement or availability of position shall be mailed, with the Education District personnel office. Proof of service by the person in the Education District depositing such notice to the teacher at the last known address shall be sufficient, and the teacher on ULA shall be responsible to provide for forwarding of mail or for address changes. Failure of a notice to reach a teacher shall not be the responsibility of the Education District if any notice has been mailed as provided in this article.

Subd. 3. Acceptance of Reemployment:

If a position becomes available for a qualified teacher on ULA, the Education District shall mail the notice to such teacher who shall have ten (10) days from the date of such notice to accept the reemployment. Failure to accept, in writing, within such a ten (10) day period shall constitute a waiver on the part of the teacher to any further rights of employment or reinstatement, and that teacher shall forfeit any future reinstatement or employment rights.

Subd. 4. Reinstatement Rights:

Reinstatement rights shall automatically cease five (5) years from the date ULA was commenced, and no further rights to reinstatement shall exist unless extended by written mutual consent of the Education District Board and the qualified teacher.

SECTION 7. ESTABLISHMENT OF SENIORITY LIST:

Subd. 1. Preparation:

The Education District Board shall annually on December 1 cause a seniority list by name, date of employment, qualification, and subject matter or field to be prepared from its records. The Education District Board shall thereupon cause such list to be posted in an official place in each school building of the Education District.

Subd. 2. Request for Change:

Any teacher whose name appears on such list and who may disagree with the order of seniority in said list shall have ten (10) days from the date of posting to supply written documentation, proof, and request for seniority change to the Executive Director.

Subd. 3. Final List:

Within ten (10) days thereafter, the Education District shall evaluate any and all such written communications regarding the order of seniority contained in said list and may make such changes the Education District deems warranted. A final seniority list shall thereupon be prepared by the Education District, which list as revised shall be binding on the Education District and any teacher.

SECTION 8. FILING OF LICENSES:

In any year in which a reduction of teaching positions is occurring and the Education District Board is placing teachers on ULA, only those licenses actually received in the Executive Director's office for filing as of January 15th of such year shall be considered for purposes of determining lay-off within areas of licensure for the following school year. A license filed after January 15th shall be considered for purposes of recall but not for the current reduction.

SECTION 9. EFFECT:

This article shall be effective at the beginning date of this Master Agreement and shall be governed by its duration clause. This article shall govern all teachers as defined in Section 2, Subd. 1. above and shall not be construed to limit the rights of any other licensed employee not covered by the Master Agreement or other Master Agreement affecting such licensed employee.

SECTION 10. PROCEDURE:

Any challenge by a teacher who is proposed for placement on ULA or recall therefrom shall be subject to the hearing and review procedures as provided in MN Statute 122A.40 and, therefore, shall not be subject to the grievance procedure.

ARTICLE XIII

TIER 1 AND TIER 2 LICENSED TEACHERS

SECTION 1. STATUTORY CONSIDERATIONS:

Pursuant to MN Statute 122A.181 and 122A.182, a Tier 1 or Tier 2 teacher may be a teacher of record in a Minnesota Public School System. However, MN Statute 122A.181 and 122A.182 specifically provide that such licensure shall not be construed to bring such Tier 1 or Tier 2 licensed teacher within the definition of a teacher for purposes of MN Statute 122A.40, Subd. 1.

SECTION 2. PROBATIONARY PERIOD:

Time spent as a Tier 1 licensed teacher does not count toward the teacher's probationary period pursuant to MN Statute 122A.40, subdivision 5. Time spent as a

Tier 2 licensed teacher will be credited toward the teacher's probationary period as a Tier 3 or Tier 4 licensed teacher as provided in MN Statute 122A.182.

SECTION 3. LAYOFF:

Tier 1 and Tier 2 teachers will be laid off prior to any qualified Tier 3 or Tier 4 teachers being placed on unrequested leave of absence (ULA).

SECTION 4. COMPENSATION:

Tier 1 and Tier 2 teachers will be compensated as provided for in Article VI.

SECTION 5. LEAVES OF ABSENCE:

Tier 1 and Tier 2 licensed teachers shall not be eligible for a general leave of absence pursuant to Article VIII, Section 13, or medical leave pursuant to Article VIII Section 11.

SECTION 6. APPLICABLE SECTIONS OF THE MASTER AGREEMENT:

Tier 1 and Tier 2 teachers shall be covered by the following articles of the Master Agreement: ARTICLE I. PURPOSE; ARTICLE II. RECOGNITION OF EXCLUSIVE REPRESENTATIVE; ARTICLE III. DEFINITIONS; ARTICLE IV. EDUCATION DISTRICT RIGHTS; ARTICLE V. TEACHER RIGHTS; ARTICLE VI. BASIC SCHEDULES AND RATES OF PAY; ARTICLE VII. GROUP INSURANCE; ARTICLE VIII. LEAVES OF ABSENCE; ARTICLE IX. HOURS OF SERVICE; ARTICLE X. LENGTH OF THE SCHOOL YEAR; ARTICLE XIV. MISCELLANEOUS; ARTICLE XV. GRIEVANCE PROCEDURE; ARTICLE XVI. SUSPENSION WITHOUT PAY; ARTICLE XVII. DURATION.

SECTION 7. SECTIONS OF THE MASTER AGREEMENT NOT APPLICABLE:

Tier 1 and Tier 2 teachers shall not be eligible for the following articles of the Master Agreement, which apply only to Tier 3 and Tier 4 licensed teachers: ARTICLE XII. UNREQUESTED LEAVE OF ABSENCE (ULA) AND SENIORITY AGREEMENT.

**ARTICLE XIV
MISCELLANEOUS**

SECTION 1. MEET AND CONFER:

The parties agree to be available to meet at least three (3) times per year to discuss matters relating to employment which are not terms and conditions of employment.

SECTION 2. INDIVIDUAL TEACHER CONTRACT:

All individual teacher contracts shall be issued in accordance with MN Statute 122A.40, Subd. 3.

SECTION 3. TEACHERS AS TRAINERS:

The Education District recognizes the commitment of teachers supporting the ongoing training needs within the Education District and its member districts. Teachers will be assigned and compensated for this work as follows:

Subd. 1 Assignment:

When districts have a specific training need, such as Behavior Tools, the Education District will communicate via email to all trainers the need for training on a specific date. Teachers should respond indicating interest and availability. The Education District will confirm your availability with your site administrator and the Executive Director. Their approval is necessary before you will be assigned to a training. Once approved, the Education District will confirm with you.

Subd. 2 Compensation:

Stipends for non-contract days will be \$300 or the teacher's daily rate, whichever is greater for a full day and \$150 for a half day. Stipends for a contract day are \$150 for a full day and \$75 for a half day. Those staff that are PCM trainers for the three (3) day full certification training will receive the contract day stipend of \$150 plus eight (8) hours of compensatory time to be put towards the first compensatory day, the remaining two (2) days will receive the non-contract day stipend of \$300/day or their teacher's daily rate, whichever is greater.

Subd. 3 Compensation For Training To Become a Trainer:

Stipends for non-contract day will be \$300 or the teacher's daily rate, whichever is greater for a full day and \$150 for a half day or the teacher may have the choice of adding up to two (2) personal days. Stipends for a contract day are \$150 for a full day and \$75 for a half day.

Subd. 4. Approved Trainings:

Current approved training includes, but is not limited to: Behavior Tools, Boystown, CPI, ~~research based reading strategies~~ Daily 5/Cafe, LSCI, Mental Health First Aid, Ukeru, and PCM

ARTICLE XV

GRIEVANCE PROCEDURE

SECTION 1. GRIEVANCE DEFINITION:

A "grievance" shall mean an allegation by a teacher, group of teachers and/or the exclusive representative resulting in a dispute or disagreement between the teacher, group of teachers and/or the exclusive representative and the Education District as to the interpretation of the application or terms and conditions contained in this Agreement.

SECTION 2. REPRESENTATION:

The teacher, group of teachers, may represent themselves during the informal level and Levels I, II, and III of the Grievance Procedure or may be represented by the Exclusive Representative. Only the Exclusive Representative has the right to pursue a grievance to arbitration. The administrator or Education District may be represented during any step of the procedure by any person or agent designated by such party to act on the party's behalf.

SECTION 3. DEFINITIONS AND INTERPRETATIONS:

Subd. 1. Extension:

Time limits specified in this Agreement may be extended by mutual written agreement.

Subd. 2. Days:

Reference to "days" regarding time periods in this procedure shall refer to working days. A "working day" is defined as all week days not designated as holidays by state law.

Subd. 3. Computation of Time:

In computing any period of time prescribed or allowed by procedures in this article, the date of the act, event, or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, a Sunday, or a legal holiday designated by state law,

in which event, the period runs until the end of the next day which is not a Saturday, a Sunday, or a legal holiday designated by state law.

Subd. 4. Filing and Postmark:

The filing or service of any notice or document required by this Agreement shall be timely if it is personally served or if it bears a certified postmark of the United States Postal Service within the time period.

SECTION 4. TIME LIMITATION AND WAIVER:

A grievance shall not be valid for consideration unless the grievance is submitted in writing to the Education District's designee, setting forth the facts and the specific provision(s) of the Agreement allegedly violated and the particular relief sought within twenty (20) days after the date of the first event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the teacher and the Education District's designee.

SECTION 5. ADJUSTMENT OF GRIEVANCE:

The Education District and the teacher, group of teachers, and/or exclusive representative shall attempt to resolve all grievances which may arise during the course of employment through informal discussion in the following manner:

Subd. 1. Level I:

If the grievance is not resolved through informal discussions, the Education District's designee shall give a written decision on the grievance to the parties involved within ten (10) days after receipt of the written grievance.

Subd. 2. Level II:

In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the Executive Director provided such appeal is made in writing within five (5) days after receipt of the decision in Level I. If a grievance is properly appealed to the Executive Director, the Executive Director or

his/her designee shall set a time to meet regarding the grievance within fifteen (15) days after receipt of the appeal. Within ten (10) days after the meeting, the Executive Director or his/her designee shall issue a decision in writing to the parties involved.

Subd. 3. Level III:

In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the Education District Board, provided such appeal is made in writing within five (5) days after receipt of the decision in Level II. If a grievance is properly appealed to the Education District Board, the Education District Board shall set a time to hear the grievance within twenty (20) days after the meeting. The Education District Board shall issue its decision in writing to the parties involved. At the option of the Education District Board, a committee or representative(s) of the Education District Board may be designated by the Education District Board to hear the appeal at this level and report the findings and recommendations to the Education District Board. The Education District Board shall then render its decision.

SECTION 6. EDUCATION DISTRICT BOARD REVIEW:

The Education District Board reserves the right to review any decision issued under Level I or Level II of this procedure provided the Education District Board or its representative(s) notifies the parties of the intention to review within 10 days after the decision has been rendered. In the event the Education District Board reviews a grievance under this section, the Education District Board reserves the right to reverse or modify such decision.

SECTION 7. DENIAL OF GRIEVANCE:

Failure by the Education District Board or its representative(s) to issue a decision within the time periods provided in this article shall constitute a denial of the grievance, and the teacher may appeal it to the next level.

SECTION 8. ARBITRATION PROCEDURES:

In the event that the Exclusive Representative and the Education District are unable to resolve any grievance, the grievance may be submitted to arbitration by the Exclusive Representative as defined in this article:

Subd. 1. Request:

A request to submit a grievance to arbitration must be in writing signed by the Exclusive Representative, and such request must be filed in the office of the Executive Director within ten (10) days following the decision in Level III above.

Subd. 2. Prior Procedure Required:

No grievance shall be considered by the arbitrator which has not been first duly processed in accordance with the grievance procedure and appeal provisions.

Subd. 3. Selection of Arbitrator:

Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within ten (10) days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the BMS to appoint an arbitrator, providing such request is made within twenty (20) days after request for arbitration. The request shall ask that the appointment be made within thirty (30) days after the receipt of said request.

Subd. 4. Submission of Grievance Information:

Upon appointment of the arbitrator, the appealing party shall, within five (5) days after notice of appointment, forward to the arbitrator, with a copy to the Executive Director, the submission of the grievance which shall include the following:

1. the issues involved,
2. statement of the facts,
3. position of the grievant, and
4. the written information relating to Section 5. above.

The Education District may make a similar submission of information relating to the grievance either before or at the time of the hearing.

Subd. 5. Hearing:

The grievance shall be heard by a single arbitrator, and both parties may be represented by such person or persons as they may choose and designate, and the

parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing de novo.

Subd. 6. Decision:

The decision by the arbitrator shall be rendered within thirty (30) days after the close of the hearing. The decision by the arbitrator in cases properly before him/her shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided in the PELRA. The arbitrator shall issue a written decision and order, including findings of fact which shall be based upon substantial and competent evidence presented at the hearing. All witnesses shall be sworn upon oath by the arbitrator.

Subd. 7. Expenses:

Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording, if requested by either or both parties, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration shall be paid for equally.

Subd. 8. Jurisdiction:

The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before him/her pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as contained in this written Agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined in this article; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall include, but are not limited to, such areas of discretion or policy as the functions and programs of the Education District, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel. In considering any issue in dispute, in his/her order, the arbitrator shall give due consideration to the statutory

rights and obligation of the Education District to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

SECTION 9. ELECTION OF REMEDIES AND WAIVER:

A party instituting any action, proceeding, or complaint in a federal or state court of law or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this article. Upon instituting a proceeding in another forum as outlined in this Agreement, the teacher shall waive the right to initiate a grievance pursuant to this article, or, if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived. This section shall not apply to actions to compel arbitration as provided in this Agreement or to enforce the award of an arbitrator.

ARTICLE XVI

SUSPENSION WITHOUT PAY

DISCIPLINE, SUSPENSION, AND DISMISSAL OF EDUCATION DISTRICT EMPLOYEES:

Progressive discipline procedures are covered in Education District Policy 403.

SECTION 1. WITHOUT PAY:

A teacher may be suspended without pay for reasons addressed in MN Statute 122A.40.

SECTION 2. NOTICE:

Suspension shall take effect upon the teacher's receipt of written notification from the Executive Director, stating the grounds for suspension together with a statement that the teacher may make a written request within five (5) work days after receipt of such notification for a hearing before the Education District Board to review the suspension. If no hearing is requested within such five (5) work day period, the teacher shall be deemed to have acquiesced to the suspension.

SECTION 3. HEARING:

If the teacher requests a hearing within the five (5) work day period, the hearing shall take place within ten (10) work days after receipt of the request for hearing. At the option of the Education District Board, the hearing may be by a committee or a designated representative of the Education District Board. The Education District Board reserves the right to affirm, reduce, or reverse the suspension action. In the event the suspension is reversed or reduced, the teacher shall be compensated appropriately for any salary loss during the period of the suspension not affirmed by the Education District Board. The teacher shall be notified of the date, time, and place of the hearing, and the Education District Board shall issue its decision within ten (10) work days after the conclusion of the hearing.

SECTION 4. GRIEVANCE:

The decision of the Education District Board shall be subject to the grievance procedure commencing at the arbitration level, provided written notification requesting arbitration is received by the Executive Director within five (5) work days after receipt of the Education District Board's decision.

ARTICLE XVII

DURATION

SECTION 1. TERMS AND REOPENING NEGOTIATIONS:

The Agreement shall remain in full force and effect for period commencing upon the date of its execution through June 30, 2027, and thereafter as provided by the PELRA. If the exclusive representative desires to modify or amend this Agreement commencing on July 1, 2025, it shall give written notice of such intent to the other party no later than May 1, 2027. If such notice is not timely served, the Education District shall not be required to negotiate any terms of employment for the following school year. Unless otherwise mutually agreed, the parties shall not commence negotiations more than one hundred (120) days prior to the expiration of this Agreement.

SECTION 2. EFFECT:

This Agreement constitutes the full and complete Agreement between the Education District and the exclusive representative. The provisions of this Agreement relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, and Education District policies, rules, or regulations concerning terms and conditions of employment inconsistent with these provisions. Nothing in this Agreement shall be construed to obligate the Education District to continue or discontinue existing or past practices or prohibit the Education District from exercising all management rights and prerogatives, except insofar as this exercise would be in express violation of any term or terms of this Agreement.

SECTION 3. FINALITY:

Pursuant to MN Statute 179A.20, Subd. 3., any matters relating to the current Agreement term, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement.

SECTION 4. SEVERABILITY:

The provisions of this Agreement shall be severable, and if any provision or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of the application of any provision of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

For: **The Education District Board:**

Education District Board Chair

Date

Education District Board Officer of Business Affairs

Date

For: **The Exclusive Representative:**

President

Date

Chair, Negotiation's Committee

Date

SCHEDULE A

TAX-DEFERRED, MATCHING-CONTRIBUTION PLAN:

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

<u>Years of Teaching Service in the Education District</u>	<u>Education District Match</u>
1-4	\$ 800.00
5-11	\$1,300.00
12-21	\$1,700.00
22+	\$3,000.00

2. The Education District's matching contributions in this section will be fully vested upon the teacher 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.
3. Such plan shall be approved and subject to applicable provisions of MN Statutes and IRS Code Section 403 (b) or IRS Code Section 457 and any amendments thereto.
4. All teachers hired after January 1, 2020 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. A teacher can opt out of the plan within ninety (90) days of their first work day and withdrawals will be returned to the Education District and added back into the teacher's paycheck. Teachers may transfer the account to any of the qualified investment companies listed in the Employer 403(b) Plan Document Adoption Agreement.
5. Part-time teachers shall be eligible for prorated contributions provided the teachers authorize salary reductions of an equivalent amount paid to the plan for the same period.
6. The Education District's contributions and matching teacher contributions will be made to a company of the teacher's choice from vendors on the approved list. The teacher 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 is automatic. A teacher has the option to increase their contribution above the Education District match.

8. Teachers 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.

SCHEDULE B

INSURANCE PAYMENTS

The Education District will contribute:

- A. Teacher Single Health-Hospitalization Insurance
 - a. for 2025-2026: ~~\$864.00~~~~\$800.00~~ per month
 - b. for 2026-2027: ~~\$864.00~~~~\$800.00~~ per month
- B. Teacher Family Health-Hospitalization Insurance
 - a. for 2025-2026: ~~\$1566.00~~~~\$1450.00~~ per month
 - b. for 2026-2027: ~~\$1566.00~~~~\$1450.00~~ per month
- C. Teacher Single Dental Insurance
 - a. \$16.00 per month
- D. Teacher Family Dental Insurance
 - a. \$37.00 per month

Starting January 1, 2025, the Education District will contribute \$100/month into the employee's HSA account if they are enrolled into an HSA insurance plan with the Education District and have an HSA account in place.

Married teachers who both are subject to this Agreement may combine the Education District's contributions (one (1) employee's family contribution and the other employee's single contribution) toward one (1) family premium. If the Education District contribution(s) exceed premium costs, no reimbursement will be made to the teacher(s). Any additional cost of the premium shall be borne by the teacher(s) and paid by payroll deduction.

SCHEDULE C

CREDENTIALING DUES

The Education District will pay the annual fee for state or national dues to maintain credentials for the following employees and organizations:

- A. Licensed Speech and Language Pathologist American Speech Language Hearing Association (ASHA) dues to maintain each speech and language pathologists Certificate of Clinical Competence (CCCs).
- B. Licensed School Nurse National Association of School Nurses (NASN) and School Nurse Organization of Minnesota (SNOM) dues to maintain membership.
- C. Licensed Independent Clinical Social Workers (LICSW) dues to maintain social work license.

SCHEDULE D

SALARY SCHEDULE

2023-24									
Step	BA	BA+15	BA+30	BA+45	MA	MA+15	MA+30	MA+45	ED
1	\$46,523	\$47,643	\$49,182	\$50,763	\$53,126	\$55,658	\$58,208	\$61,249	\$64,278
2	\$47,220	\$48,361	\$49,918	\$51,372	\$53,898	\$56,431	\$59,145	\$62,065	\$65,137
3	\$47,918	\$49,078	\$50,654	\$52,270	\$54,674	\$57,202	\$59,921	\$62,879	\$65,935
4	\$48,620	\$49,796	\$51,392	\$53,023	\$55,447	\$57,978	\$60,689	\$63,576	\$66,612
5	\$49,320	\$50,517	\$52,124	\$53,782	\$56,220	\$58,751	\$61,460	\$64,390	\$67,466
6	\$50,018	\$51,249	\$52,898	\$54,959	\$57,434	\$59,965	\$62,665	\$65,593	\$68,670
7	\$51,086	\$52,354	\$54,037	\$56,138	\$58,650	\$61,197	\$63,892	\$66,824	\$69,899
8	\$52,148	\$53,459	\$55,182	\$57,312	\$59,866	\$62,394	\$65,109	\$68,039	\$71,109
9	\$53,220	\$54,562	\$56,322	\$58,493	\$61,079	\$63,608	\$66,324	\$68,945	\$71,994
10	\$54,122	\$55,668	\$57,462	\$59,671	\$62,294	\$64,824	\$67,539	\$70,486	\$73,543
11	\$55,796	\$57,212	\$59,056	\$61,304	\$63,979	\$66,508	\$69,223	\$72,158	\$75,217
12	\$57,290	\$58,759	\$60,644	\$62,946	\$65,659	\$68,191	\$70,906	\$73,779	\$76,848
13	\$58,786	\$60,304	\$62,237	\$64,582	\$67,346	\$69,877	\$72,592	\$75,537	\$78,609
14	\$60,743	\$62,307	\$64,288	\$66,681	\$69,487	\$71,855	\$74,733	\$77,698	\$80,792

2024-25									
Step	BA	BA+15	BA+30	BA+45	MA	MA+15	MA+30	MA+45	ED
1	\$48,035	\$49,191	\$50,780	\$52,413	\$54,853	\$57,467	\$60,100	\$63,240	\$66,367
2	\$48,755	\$49,933	\$51,540	\$53,042	\$55,650	\$58,265	\$61,067	\$64,082	\$67,254
3	\$49,475	\$50,673	\$52,300	\$53,969	\$56,451	\$59,061	\$61,868	\$64,923	\$68,078
4	\$50,200	\$51,414	\$53,062	\$54,746	\$57,249	\$59,862	\$62,661	\$65,642	\$68,777
5	\$50,923	\$52,159	\$53,818	\$55,530	\$58,047	\$60,660	\$63,457	\$66,483	\$69,659
6	\$51,644	\$52,915	\$54,617	\$56,745	\$59,301	\$61,914	\$64,702	\$67,725	\$70,902
7	\$52,746	\$54,056	\$55,793	\$57,962	\$60,556	\$63,186	\$65,968	\$68,996	\$72,171
8	\$53,843	\$55,196	\$56,975	\$59,175	\$61,812	\$64,422	\$67,225	\$70,250	\$73,420
9	\$54,950	\$56,335	\$58,152	\$60,394	\$63,064	\$65,675	\$68,480	\$71,186	\$74,334
10	\$55,881	\$57,477	\$59,330	\$61,610	\$64,319	\$66,931	\$69,734	\$72,777	\$75,933
11	\$57,609	\$59,071	\$60,975	\$63,296	\$66,058	\$68,670	\$71,473	\$74,503	\$77,662

12	\$59,152	\$60,669	\$62,615	\$64,992	\$67,793	\$70,407	\$73,210	\$76,177	\$79,346
13	\$60,697	\$62,264	\$64,260	\$66,681	\$69,535	\$72,148	\$74,951	\$77,992	\$81,164
14	\$62,717	\$64,332	\$66,377	\$68,848	\$71,745	\$74,190	\$77,162	\$80,223	\$83,418

APPENDIX ONE

ALPHABETICAL LISTING OF BARGAINING UNIT POSITIONS

Licensed by the Professional Educator Licensing Standards Board (PELSB)

Licensed School Nurse

Licensed School Psychologist

Licensed School Social Worker

Licensed Speech and Language Pathologist

Licensed Teacher – General Education

Licensed Teacher – Special Education

Academy for Certification of Vision Rehabilitation and Education Professionals
(ACVREP)

Certified Orientation and Mobility Specialist

Licensed by the Minnesota Department of Health (DHS)

Educational Audiologist

Licensed by the Minnesota Board of Occupational Therapy Practice

Occupational Therapist

Licensed by the Minnesota Board of Physical Therapy

Physical Therapist

B. MOU between Goodhue County Education District (GCED) and the HOPE Coalition

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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into on the 27 day of October in 2025 (herein referred to as the "Effective Date") by and between:

Goodhue County Education District (GCED), with an address of 395 Guernsey Lane, Red Wing, MN 55066 (herein referred to as "Party A") and

HOPE Coalition, with an address of 1926 Old West Main Street, #104, Red Wing, MN 55066 (herein referred to as "Party B").

Parties may be referenced individually as "Party" and collectively as "Parties."

PURPOSE

The purpose of this MOU is to establish a good-faith foundation between the Parties in order to facilitate provision of advocacy services from trained youth advocates from HOPE Coalition's Kids Count program for students attending River Bluff Education Center. Kids Count provides services free of charge to youth ages 0-24 who may have witnessed or experienced abuse including but not limited to: domestic violence, sexual assault, or child abuse.

The Parties agree to work together in a cooperative and coordinated manner to achieve each Party's individual goals and the collective goals of the partnership.

This MOU is designed to detail the specifics of the working relationship between the Parties to the mutual benefit of the parties and the youth they serve. This MOU does not obligate the Parties to provide funds or payment. This MOU does not bind Parties to any legal obligations.

DURATION OF MOU

This MOU becomes effective on the date it is signed by both parties. It remains in force unless explicitly terminated, in writing, by either party.

ROLES AND RESPONSIBILITIES

To achieve Parties' mutual desires, each party agrees to the following roles and responsibilities:

Party A Roles and Responsibilities shall include:

- Providing space for students to meet with advocates,
- Communicating safety and protocol expectations for youth advocates while inside the school,
- Communicating with youth advocates on which students are being referred for services.

Party B Roles and Responsibilities shall include:

- Providing youth advocates at River Bluff Education Center up to eight hours per week during the school year,

- Offering individual advocacy to youth who have disclosed to witnessing or experiencing abuse including but limited to domestic violence, sexual assault or child abuse. Individual advocacy may include emotional support, referral to other resources, safety planning, and support to increase coping skills and emotional regulation,
- Offering support groups as needed to youth to teach skills related to ending the cycle of violence and/or healing from trauma associated with interpersonal violence,
- Making reports to Child Protective Services and/or law enforcement pursuant to MN Statute 260E.06 Maltreatment Reporting if needed,
- Following policies and procedures set forth by GCED.

Parties agree to uphold their roles and responsibilities in a committed, good-faith manner.

COMMUNICATION BETWEEN PARTIES

Communication between the parties will occur primarily between River Bluff Education Center staff and HOPE Coalition Kids Count staff on site at River Bluff. HOPE Coalition Outreach Manager will periodically connect with River Bluff Education Center Principal regarding performance of advocates to ensure services provided meet expectations and to address any issues that may come up. Frequency of check-ins will be monthly with a review/survey provided to River Bluff Education Center staff prior to end of school year to measure success and identify areas of improvement.

AMENDMENTS

The terms of this MOU may be amended upon written approval by both [all] original parties and their designated representatives.

TERM AND TERMINATION

This agreement becomes effective on the date it is signed by both [all] parties. It remains in force unless explicitly terminated, in writing, by either party or parties.

Both Parties [any Party] may terminate this MOU by means of signing a termination addendum upon 30 days' written notice to the other party or parties.

The undersigned Parties acknowledge and agree to this MOU:

SIGNATURES

FOR Goodhue County Education District

 [Signature] [Title]

 [DATE]

FOR Hope Coalition

 [Signature] [Title]

 [DATE]



Goodhue County Education District 2025-26 School Calendar

GCED Board Approved on 10/30/25

August 2025						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31	Staff days 7					
September 2025						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				
Student 21 / Staff 21 Days						
October 2025						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	
Student 21 / Staff 21 Days						
November 2025						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	Student 17 / Staff 17 Days					
December 2025						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			
Student 15 / Staff 15 Days						
January 2026						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31
Students 19 / Staff 21 Days						

August 19 or 20	PCM for REACH Staff
August 21-28	Staff Workshop
August 27	RBEC Open House 3:30-5:30
September 2	First Day of School
September 12	PLC Early Release 12:45
October 10	PLC Early Release 12:45
October 16-17	No Staff/No Students
October 31	End of 1st Qtr
November 3	No Staff/No Students
November 4	1st Day 2nd Qtr
November 6	RBEC P/T Conf. 3:30-6:30
November 14	PLC Early Release 12:45
November 27-28	No Staff/No Students
December 12	PLC Early Release 12:45
December 22-January 1	No Staff/No Students
January 2	Staff Workshop/No Students
January 9	PLC Early Release 12:45
January 16	End of 2nd Qtr/1st Semester
January 19	Staff Workshop/No Students
January 20	1st Day 3rd Qtr/ 2nd Semester
February 4-6	No school for Pathways 8-12 ONLY
February 13	PLC Early Release 12:45
February 16	Staff Workshop/No Students
March 6	Staff Workshop/No Students
March 12	RBEC P/T Conf. 3:30-6:30
March 13	PLC Early Release 12:45
March 16-20	No Staff/No Students
April 2	End of 3rd Qtr
April 3	No Staff/No Students
April 6	1st Day 4th Qtr
April 10	PLC Early Release 12:45
April 27	Staff Workshop/No Students
May 15	PLC Early Release 12:45
May 25	Memorial Day/No School
June 4	Last Day for Grades K-12
June 5	Staff Workshop

February 2026						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
Students 19 / Staff 20 Days						
March 2026						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				
Students 16 / Staff 17 Days						
April 2026						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		
Students 20 / Staff 21 Days						
May 2026						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31	Students 20 / Staff 20 Days					
June 2026						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				
Students 4 / Staff 5 Days						

Q1 = 42, Qtr 2 = 42, Q3 = 46, Q4 = 42
Semester 1 = 84, Semester 2 = 88

This calendar reflects 172 scheduled student days and 185 Staff Days + 8 hrs (Conferences/Open House)

- No School
- Early Release
- Tchr Wkshp - No Students
- 1st/Last Day of Quarter

416 DRUG, ALCOHOL, AND CANNABIS TESTING

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

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

alcohol or cannabis are prohibited from entering or remaining on education district property.

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

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

A. General Statement of Policy

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

B. Definitions

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

6. "Department of Transportation" (DOT) means United States Department of Transportation.
7. "Direct Observation" means observation of alcohol or controlled substances use and does not include observation of employee behavior or physical characteristics sufficient to warrant reasonable suspicion testing.
8. "Driver" is any person who operates a CMV, including full-time, regularly employed drivers, casual, intermittent, or occasional drivers, leased drivers, and independent owner-operator contractors.
9. "Evidential Breath Testing Device" (EBT) means a device approved by the National Highway Traffic Safety Administration for the evidentiary testing of breath for alcohol concentration and placed on its Conforming Products List for such devices.
10. "Licensed Medical Practitioner" means a person who is licensed, certified, and/or registered, in accordance with applicable Federal, State, local, or foreign laws and regulations, to prescribe controlled substances and other drugs.
11. "Medical Review Officer" (MRO) means a licensed physician responsible for receiving and reviewing laboratory results generated by the education district's drug testing program and for evaluating medical explanations for certain drug tests.
12. "Refusal to Submit" (to an alcohol or controlled substances test) means that a driver: (a) fails to appear for any test within a reasonable time, as determined by the education district, consistent with applicable DOT regulations, after being directed to do so; (b) fails to remain at the testing site until the testing process is complete; (c) fails to provide a urine specimen or an adequate amount of saliva or breath for any DOT drug or alcohol test; (d) fails to permit the observation or monitoring of the driver's provision of a specimen in the case of a directly observed or monitored collection in a drug test; (e) fails to provide a sufficient breath specimen or sufficient amount of urine when directed and a determination has been made that no adequate medical explanation for the failure exists; (f) fails or declines to take an additional test as directed by the education district or the collector; (g) fails to undergo a medical examination or evaluation, as directed by the MRO or the DER; (h) fails to cooperate with any part of the testing process (e.g., refuses to empty pockets when so directed by the collector, behaves in a confrontational way that disrupts the collection process, fails to wash hands after being directed to do so by the collector, fails to sign the certification on the forms); (i) fails to follow the observer's instructions, in an observed collection, to raise the driver's clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if the driver has any type of prosthetic or other device that could be used to interfere with the collection process; (j) possesses or wears a prosthetic or other device that could be used to interfere with the collection process; (k) admits to the collector or MRO that the driver adulterated or substituted the specimen; or (l) is reported by the MRO as having a verified adulterated or substituted test result. An applicant who fails to appear for a pre-employment test, who leaves the testing site before the pre-employment testing process commences, or who does not provide a urine specimen because he or she has left before it commences is not deemed to have refused to submit to testing.
13. "Safety-Sensitive Functions" are on-duty functions from the time the driver begins work or is required to be in readiness to work until relieved from work and all responsibility for performing work, and include such functions as driving, loading and unloading vehicles, or supervising or assisting in the loading or unloading of vehicles, servicing, repairing, obtaining assistance to repair, or remaining in attendance during the repair of a disabled vehicle.
14. "Screening Test Technician" (STT) means anyone who instructs and assists individuals in the alcohol testing process and operates an ASD.
15. "Stand Down" means the practice of temporarily removing an employee from performing safety-sensitive functions based only upon a laboratory report to the MRO of a confirmed positive test for a drug or drug metabolite, an adulterated test, or a substituted test before the

MRO completes the verification process.

16. "Substance Abuse Professional" (SAP) means a qualified person who evaluates employees who have violated a DOT drug and alcohol regulation and makes recommendations concerning education, treatment, follow-up testing, and aftercare.

C. Policy and Educational Materials

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

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

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

D. Alcohol and Controlled Substances Testing Program Manager

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

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

E. Specific Prohibitions for Drivers

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

1. Alcohol Concentration

No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater. Drivers who test greater than 0.04 will be taken out of service and will be subject to evaluation by a professional and retesting at the driver's expense.

2. Alcohol Possession

No driver shall be on duty or operate a CMV while the driver possesses alcohol.

3. On-Duty Use

No driver shall use alcohol while performing safety-sensitive functions.

4. Pre-Duty Use

No driver shall perform safety-sensitive functions within four (4) hours after using alcohol.

5. Use Following an Accident

No driver required to take a post-accident test shall use alcohol for eight (8) hours following the accident, or until the driver undergoes a post-accident alcohol test, whichever occurs first.

6. Refusal to Submit to a Required Test

No driver shall refuse to submit to an alcohol or controlled substances test required by post-accident, random, reasonable suspicion, return-to-duty, or follow-up testing requirements. A verified adulterated or substituted drug test shall be considered a refusal to test.

7. Use of Controlled Substances

No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions when the driver uses any controlled substance, except when the use is pursuant to instructions (which have been presented to the education district) from a licensed medical practitioner who is familiar with the driver's medical history and has advised the driver that the substance does not adversely affect the driver's ability to safely operate a CMV. Controlled substance includes medical cannabis, regardless of whether the driver is enrolled in the state registry program.

8. Positive, Adulterated, or Substituted Test for Controlled Substance

No driver shall report for duty, remain on duty, or perform a safety-sensitive function if the driver tests positive for controlled substances, including medical cannabis, or has adulterated or substituted a test specimen for controlled substances.

9. General Prohibition

Drivers are also subject to the general policies and procedures of the education district that prohibit possession, transfer, sale, exchange, reporting to work under the influence of drugs or alcohol, and consumption of drugs or alcohol while at work or while on education district premises or operating any education district vehicle, machinery, or equipment.

F. Other Alcohol-Related Conduct

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

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

G. Prescription Drugs/Cannabinoid Products

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

H. Testing Requirements

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

1. Pre-Employment Testing

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

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

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

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

[NOTE: Federal regulations require school districts to inquire about, obtain, and review alcohol and controlled substances information from prior employers pursuant to a driver's written authorization, prior to the time a driver performs safety-sensitive functions, if feasible (49 Code of Federal Regulations, section 382.413, and 49 Code of Federal Regulations, section 40.25). If not feasible, school

districts must not permit the employee to perform safety-sensitive functions for more than thirty (30) days from the date a safety-sensitive function was performed unless the education district's make good faith efforts to obtain the information and to make a record of those efforts to be retained in the driver's qualification file.]

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

2. Post-Accident Testing

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

- a. As soon as practicable following an accident involving a CMV, the education district shall test the driver for alcohol and controlled substances, including medical cannabis, if the accident involved the loss of human life or if the driver receives a citation for a moving traffic violation arising from an accident which results in bodily injury or disabling damage to a motor vehicle.
- b. Drivers should be tested for alcohol use within two (2) hours and no later than eight (8) hours after the accident.
- c. Drivers should be tested for controlled substances, including medical cannabis, no later than thirty-two (32) hours after the accident.
- d. A driver subject to post-accident testing must remain available for testing, or shall be considered to have refused to submit to the test.
- e. If a post-accident alcohol test is not administered within two (2) hours following the accident, the education district shall prepare and maintain on file a record stating the reasons the test was not promptly administered and continue to attempt to administer the alcohol test within eight (8) hours.
- f. If a post-accident alcohol test is not administered within eight (8) hours following the accident or a post-accident controlled substances test is not administered within thirty-two (32) hours following the accident, the education district shall cease attempts to administer the test, and prepare and maintain on file a record stating the reasons for not administering the test.
- g. The education district shall report drug and alcohol program violations to the Clearinghouse as required under federal law.

3. Random Testing

[NOTE: 49 Code of Federal Regulations, section 382.305 governs random testing of

drivers.]

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

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

- b. The education district shall test for alcohol at a minimum annual percentage rate of 10% of the average number of driver positions, and for controlled substances, including medical cannabis, at a minimum annual percentage of 50%.
- c. The education district shall adopt a scientifically valid method for selecting drivers for testing, such as random number table or a computer-based random number generator that is matched with identifying numbers of the drivers. Each driver shall have an equal chance of being tested each time selections are made. Each driver selected for testing shall be tested during the selection period.
- d. Random tests shall be unannounced. Dates for administering random tests shall be spread reasonably throughout the calendar year.
- e. Drivers shall proceed immediately to the collection site upon notification of selection; provided, however, that if the driver is performing a safety-sensitive function, other than driving, at the time of notification, the driver shall cease to perform the function and proceed to the collection site as soon as possible.

4. Reasonable Suspicion Testing

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

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

controlled substances reasonable suspicion test shall make and sign a written record of the observations within twenty-four (24) hours of the observed behavior or before the results of the drug test are released, whichever is earlier.

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

5. Return-To-Duty Testing

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

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

6. Follow-Up Testing

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

7. Refusal to Submit and Attendant Consequences

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

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

I. Testing Procedures

1. Drug Testing

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

- a. Drug testing is conducted by analyzing a donor's urine specimen. Split urine samples will be collected in accordance with federal regulations. The donor will provide a urine sample at a designated collection site. The collection site personnel will then pour the sample into two sample bottles, labeled "primary" and "split," seal the specimen bottles, complete the chain of custody form, and prepare the specimen bottles for shipment to the testing laboratory for analysis. The specimen preparation shall be conducted in sight of the donor.
- b. If the donor is unable to provide the appropriate quantity of urine, the collection site person shall instruct the individual to drink up to forty (40) ounces of fluid distributed reasonably through a period of up to three (3) hours to attempt to provide a sample. If the individual is still unable to provide a complete sample, the test shall be discontinued and the education district notified. The DER shall refer the donor for a medical evaluation to determine if the donor's inability to provide a specimen is genuine or constitutes a refusal to test. For pre-employment testing, the education district may elect to not have a referral made, and revoke the employment offer.
- c. Drug test results are reported directly to the MRO by the testing laboratory. The MRO reports the results to the DER. If the results are negative, the education district is informed and no further action is necessary. If the test result is confirmed positive, adulterated, substituted, or invalid, the MRO shall give the donor an opportunity to discuss the test result. The MRO will contact the donor directly, on a confidential basis, to determine whether the donor wishes to discuss the test result. The MRO shall notify each donor that the donor has seventy-two (72) hours from the time of notification in which to request a test of the split specimen at the donor's expense. No split specimen testing is done for an invalid result.
- d. If the donor requests an analysis of the split specimen within seventy-two (72) hours of having been informed of a confirmed positive test, the MRO shall direct, in writing, the laboratory to provide the split specimen to another Department of Health and Human Services – SAMHSA certified laboratory for analysis. If the donor has not contacted the MRO within seventy-two (72) hours, the donor may present the MRO information documenting that serious illness, injury, inability to contact the MRO, lack of actual notice of the confirmed positive test, or other circumstances unavoidably prevented the donor from timely making contact. If the MRO concludes that a legitimate explanation for the donor's failure to contact him/her within seventy-two (72) hours exists, the MRO shall direct the analysis of the split specimen. The MRO will review the confirmed positive test result to determine whether an acceptable medical reason for the positive result exists. The MRO shall confirm and report a positive test result to the DER and the employee when no legitimate medical reason for a positive test result as received from the testing laboratory exists.
- e. If, after making reasonable efforts and documenting those efforts, the MRO is unable to reach the donor directly, the MRO must contact the DER who will direct the donor to contact the MRO. If the DER is unable to contact the donor, the donor will be suspended from performing safety-sensitive functions.
- f. The MRO may confirm the test as a positive without having communicated directly with the donor about the test results under the following circumstances:
 - (1) The donor expressly declines the opportunity to discuss the test results;
 - (2) The donor has not contacted the MRO within seventy-two (72) hours of being instructed to do so by the DER; or
 - (3) The MRO and the DER, after making and documenting all reasonable efforts,

have not been able to contact the donor within ten (10) days of the date the confirmed test result was received from the laboratory.

2. Alcohol Testing

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

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

J. Driver/Driver Applicant Rights

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

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

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

K. Testing Laboratory

The testing laboratory for controlled substances will be [***name, address, telephone number***], which is a laboratory certified by the Department of Health and Human Services – SAMHSA to perform controlled substances testing pursuant to federal regulations.

L. Confidentiality of Test Results

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

M. Recordkeeping Requirements and Retention of Records

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

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

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

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

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

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

3. Personal Information

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

- a. The name of the person tested;
- b. Any verified positive, adulterated, or substituted drug test result;
- c. Any alcohol confirmation test with a BAC concentration of 0.04 or higher;
- d. Any refusal to submit to any test required hereunder;
- e. Any report by a supervisor of actual knowledge of use as follows

- (1) Any on-duty alcohol use;
 - (2) Any pre-duty alcohol use;
 - (3) Any alcohol use following an accident; and
 - (4) Any controlled substance use.
- f. Any report from a substance abuse professional certifying successful completion of the return-to-work process;
 - g. Any negative return-to-duty test; and
 - h. Any employer's report of completion of follow-up testing.

N. Training

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

O. Consequences of Prohibited Conduct and Enforcement

1. Removal

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

2. Referral, Evaluation, and Treatment

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

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

- b. If the education district offers a driver an opportunity to return to a DOT safety-sensitive duty following a violation, the driver must be evaluated by an SAP and the driver is required to successfully comply with the SAP's evaluation recommendations (education, treatment, follow-up evaluation(s), and/or ongoing services). The education district is not required to provide an SAP evaluation or any subsequent recommended education or treatment.
- c. Drivers are responsible for payment for SAP evaluations and services unless a collective bargaining agreement or employee benefit plan provides otherwise.
- d. Drivers who engage in prohibited conduct also are required to comply with follow-up testing requirements.

3. Disciplinary Action

- a. Any driver who refuses to submit to post-accident, random, reasonable suspicion, or follow-up testing not only shall not perform or continue to perform safety-sensitive functions, but also may be subject to disciplinary action, which may include immediate

suspension without pay and/or immediate discharge.

- b. Drivers who test positive with verification of a confirmatory test or are otherwise found to be in violation of this policy or the federal regulations shall be subject to disciplinary action, which may include immediate suspension without pay and/or immediate discharge.
- c. Nothing in this policy limits or restricts the right of the education district to discipline or discharge a driver for conduct which not only constitutes prohibited conduct under this policy but also violates the education district's other rules or policies.

P. Other Testing

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

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

Q. Report to Clearinghouse

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

R. Annual Clearinghouse Query

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

The education district shall retain for three (3) years a record of each request for records from the Clearinghouse and the information received pursuant to the request.

3. The education district shall protect the individual's privacy and confidentiality of each Clearinghouse record it receives. The education district shall ensure that information contained in a Clearinghouse record is not divulged to a person or entity not directly involved in assessing and evaluating whether a prohibition applies with respect to the individual to operate a CMV for the education district.
4. The education district may use an individual's Clearinghouse record only to assess and evaluate whether a prohibition applies with respect to the individual to operate a CMV for the education district.

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

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

A. Definitions

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

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

8. "Oral fluid test" means analysis of a saliva sample for the purpose of measuring the presence of the same substances as drug and alcohol testing and cannabis testing that:
 - a. can detect drugs, alcohol, cannabis, or their metabolites in levels at or above the threshold detection levels contained in the standards of one of the programs listed in Minnesota Statutes, section 181.953, subdivision 1; and
 - b. does not require the services of a testing laboratory under section 181.953, subdivision 1.

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

9. "Other Employees" means any persons, independent contractors, or persons working for an independent contractor who perform services for the education district for compensation, either full time or part time, in whatever form, except for persons whose positions require a commercial driver's license, and includes both professional and nonprofessional personnel. Persons whose positions require a commercial driver's license are primarily governed by the provisions of the district's drug and alcohol testing policy relating to school bus drivers (Section III.). To the extent that the drug and alcohol testing of persons whose positions require a commercial driver's license is not mandated by federal law and regulations, such testing shall be governed by Section IV. of this policy and the drivers shall fall within this definition of "other employees."
10. "Positive Test Result" means a finding of the presence of drugs, alcohol, or their metabolites in the sample tested in levels at or above the threshold detection levels contained in the standards of one of the programs listed in Minnesota Statutes, section 181.953, subdivision 1.
11. "Random Selection Basis" means a mechanism for selection of employees that:
 - a. results in an equal probability that any employee from a group of employees subject to the selection mechanism will be selected; and
 - b. does not give the education district discretion to waive the selection of any employee selected under the mechanism.
12. "Reasonable Suspicion" means a basis for forming a belief based on specific facts and rational inferences drawn from those facts.
13. "Safety-Sensitive Position" means a job, including any supervisory or management position, in which an impairment caused by drug, alcohol, or cannabis usage would threaten the health or safety of any person.

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

1. General Limitations

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

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

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

2. Cannabis Testing Exceptions

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

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

3. Job Applicant Testing

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

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

4. Oral fluid testing

- a. When drug and alcohol testing or cannabis testing is otherwise authorized under Minnesota Statutes, section 181.951, the education district may request an employee or job applicant to undergo oral fluid testing according to the procedures under Minnesota Statutes, section 181.953, subdivision 5a as an alternative to using the services of a testing laboratory under Minnesota Statutes, section 181.953, subdivision 1.

- b. The employee must be informed of the test result at the time of the oral fluid test. Within 48 hours of an oral fluid test that indicates a positive test result or that is inconclusive or invalid, the employee or job applicant may request drug or alcohol testing or cannabis testing at no cost to the employee or job applicant using the services of a testing laboratory under Minnesota Statutes, section 181.953, subdivision 1, and according to the existing laboratory testing standards in subdivisions 1 to 5. The rights, notice, and limitations in Minnesota Statutes, section 181.953, subdivision 6, paragraph (b), and subdivisions 7 to 8 and 10 to 11 apply to an employee or job applicant and a laboratory test conducted pursuant to this paragraph.
- c. If the laboratory test under paragraph (b) above indicates a positive result, any subsequent confirmatory retest, if requested by the employee or job applicant, must be conducted following the retest procedures provided in Minnesota Statutes, section 181.953, subdivision 6, paragraph (c), and subdivision 9 at the employee's or job applicant's own expense.
- d. Nothing in this subdivision is intended to modify the existing requirements for drug and alcohol testing or cannabis testing in the workplace under Minnesota Statutes, sections 181.950 to 181.957, unless stated otherwise.

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

5. Random Testing

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

6. Reasonable Suspicion Testing

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

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

7. Treatment Program Testing

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

8. Routine Physical Examination Testing

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

C. No Legal Duty to Test

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

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

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

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

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

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

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

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

E. Reliability and Fairness Safeguards

1. Pretest Notice

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

2. Notice of Test Results

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

3. Notice of and Right to Test Result Report

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

4. Notice of and Right to Explain Positive Test Result

a. If an employee or job applicant has a positive test result on a confirmatory test, the

education district shall provide the individual with notice of the test results and, at the same time, written notice of the right to explain the results and to submit additional information (see Attachment G to this policy).

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

5. Notice of and Right to Request Confirmatory Retests

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

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

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

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

- 1. The education district may not discharge, discipline, discriminate against, request, or require rehabilitation of an employee on the basis of a positive test result from an initial screening test that has not been verified by a confirmatory test.
- 2. In the case of a positive test result on a confirmatory test, the employee shall be subject to

discipline which includes, but is not limited to, immediate suspension without pay and immediate discharge, pursuant to the provisions of this policy.

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

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

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

H. Chain-of-Custody Procedures

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

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

I. Privacy, Confidentiality and Privilege Safeguards

1. Privacy Limitations

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

2. Confidentiality Limitations

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

3. Exceptions to Privacy and Confidentiality Disclosure Limitations

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

4. Privilege

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

J. Notice of Testing Policy to Affected Employees

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

V. POSTING

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

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)

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

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

516 STUDENT MEDICATION AND TELEHEALTH

[NOTE: The necessary provisions for complying with Minnesota Statutes, sections 121A.22, Administration of Drugs and Medicine, 121A.221, Possession and Use of Asthma Inhalers by Asthmatic Students, and 121A.222, Possession and Use of Nonprescription Pain Relievers by Secondary Students are included in this policy. The statutes do not regulate administration of drugs and medicine for students aged 18 and over or other nonprescription medications. Please note that section 121A.22 does not require school districts to apply the administration of medication rule to drugs or medicine used off school grounds, drugs or medicines used in connection with athletics or extra-curricular activities, and drugs and medicines that are used in connection with activities that occur before or after the regular school day.]

I. PURPOSE

The purpose of this policy is to set forth the provisions that must be followed when administering nonemergency prescription medication to students at school.

II. GENERAL STATEMENT OF POLICY

The education district acknowledges that some students may require prescribed drugs or medication or telehealth during the school day. The school district’s licensed school nurse, trained health clerk, principal, or teacher will administer prescribed medications, except any form of medical cannabis, in accordance with law and school district procedures.

III. DRUG AND MEDICATION REQUIREMENTS

[NOTE: The June 2024 Model Policy 516 revisions included insertion of headings and rearrangement of paragraphs so that similar content is grouped together. School boards can choose whether to make these revisions.]

A. Administration of Drugs and Medicine

1. The administration of medication or drugs at school requires a completed signed request from the student’s parent. An oral request must be reduced to writing within two school days, provided that the school district may rely on an oral request until a written request is received.
2. Drugs and medicine subject to Minnesota Statutes, 121A.22 must be administered, to the extent possible, according to school board procedures that must be developed in consultation with:
 - a. with a licensed nurse, in a district that employs a licensed nurse under Minnesota Statutes, section 148.171;
 - b. with a licensed school nurse, in a district that employs a licensed school nurse licensed under Minnesota Rules, part 8710.6100;
 - c. with a public or private health-related organization, in a district that contracts with a public or private health or health-related organization, according to Minnesota Statutes, 121A.21; or
 - d. with the appropriate party, in a district that has an arrangement approved by the Commissioner of the Minnesota Department of Education, according to Minnesota Statutes, 121A.21.

[NOTE: Paragraph III.A.2 had appeared in a different spot in previous versions of this model policy. In June 2024, the paragraph is located here and is updated to reflect 2024 legislative changes.]

3. Exclusions

[Note: The provisions of III.A.3 are optional. The school board may choose to include or exclude any of the provisions specified. These exclusions appeared in previous versions of this model policy.]

The provisions on administration of drugs and medicine above do not apply to drugs or medicine that are:

- a. purchased without a prescription;
- b. used by a pupil who is 18 years old or older;
- c. used in connection with services for which a minor may give effective consent;
- d. used in situations in which, in the judgment of the school personnel, including a licensed nurse, who are present or available, the risk to the pupil's life or health is of such a nature that drugs or medicine should be given without delay;
- e. used off the school grounds;
- f. used in connection with athletics or extracurricular activities;
- g. used in connection with activities that occur before or after the regular school day;
- h. provided or administered by a public health agency to prevent or control an illness or a disease outbreak as provided under Minnesota law;
- i. prescription asthma or reactive airway disease medications can be self-administered by a student with an asthma inhaler if:
 - (1) the school district has received a written authorization each school year from the pupil's parent permitting the student to self-administer the medication;
 - (2) the inhaler is properly labeled for that student; and
 - (3) the parent has not requested school personnel to administer the medication to the student.

In a school that does not have a school nurse or school nursing services, the student's parent or guardian must submit written verification from the prescribing professional which documents that an assessment of the student's knowledge and skills to safely possess and use an asthma inhaler in a school setting has been completed.

If the education district employs a school nurse or provides school nursing services under another arrangement, the school nurse or other appropriate party must assess the student's knowledge and skills to safely possess and use an asthma inhaler in a school setting and enter into the student's school health record a plan to implement safe possession and use of asthma inhalers.

- j. epinephrine ~~delivery systems~~ ~~auto-injectors~~, consistent with Minnesota Statutes, section 121A.2205, if the parent and prescribing medical professional annually inform the pupil's school in writing that
 - (1) the pupil may possess the epinephrine or

- (2) the pupil is unable to possess the epinephrine and requires immediate access to epinephrine ~~auto-injectors~~ **delivery systems** that the parent provides properly labeled to the school for the pupil as needed.

[NOTE: The 2025 Minnesota legislature replaced "auto-injectors" with "delivery systems" in Minnesota Statutes, sections 121A.22, 121A.2205, and 121A.2207.]

- k. For the purposes of Minnesota Statutes, 121A.22, special health treatments and health functions, such as catheterization, tracheostomy suctioning, and gastrostomy feedings, do not constitute administration of drugs or medicine.
- l. Emergency health procedures, including emergency administration of drugs and medicine are not subject to this policy.

B. Prescription Medication

1. An "Administering Prescription Medications" form must be completed annually (once per school year) and/or when a change in the prescription or requirements for administration occurs. Prescription medication as used in this policy does not include any form of medical cannabis as defined in Minnesota Statutes, section 152.22, subdivision 6.
2. Prescription medication must come to school in the original container labeled for the student by a pharmacist in accordance with law and must be administered in a manner consistent with the instructions on the label.
3. The school nurse may request to receive further information about the prescription, if needed, prior to administration of the substance.
4. Prescription medications are not to be carried by the student, but will be left with the appropriate school district personnel. Exceptions to this requirement are: prescription asthma medications self-administered with an inhaler (See Paragraph III.A.3(i) above), and medications administered as noted in a written agreement between the school district and the parent or as specified in an IEP (individualized education program), Section 504 plan, or IHP (individual health plan).
5. The school must be notified immediately by the parent or student 18 years old or older in writing of any change in the student's prescription medication administration. A new medical authorization or container label with new pharmacy instructions shall be required immediately as well.
6. The school nurse, or other designated person, shall be responsible for the filing of the Administering Prescription Medications form in the health records section of the student file. The school nurse, or other designated person, shall be responsible for providing a copy of such form to the principal and to other personnel designated to administer the medication.
7. For drugs or medicine used by children with a disability, administration may be as provided in the IEP, Section 504 plan or IHP.

[NOTE: This paragraph is moved to Paragraph III.A.3 above, where it is updated to reflect 2024 legislative changes.]

8. If the administration of a drug or medication described in this section requires the school district to store the drug or medication, the parent or legal guardian must inform the school if the drug or medication is a controlled substance. For a drug or medication that is not a controlled substance, the request must include a provision designating the school district as an authorized entity to transport the drug or medication for the purpose of destruction if any unused drug or medication remains in the possession of school personnel. For a drug or medication that is a controlled substance, the request must specify that the parent or legal

guardian is required to retrieve the drug or controlled substance when requested by the school.

[NOTE: Starting in June 2024, the exceptions appear under Article III.A.3 above.]

C. Nonprescription Medication

A secondary student may possess and use nonprescription pain relief in a manner consistent with the labeling, if the school district has received written authorization from the student's parent or guardian permitting the student to self-administer the medication. The parent or guardian must submit written authorization for the student to self-administer the medication each school year. The school district may revoke a student's privilege to possess and use nonprescription pain relievers if the school district determines that the student is abusing the privilege. This provision does not apply to the possession or use of any drug or product containing ephedrine or pseudoephedrine as its sole active ingredient or as one of its active ingredients. Except as stated in this paragraph, only prescription medications are governed by this policy.

[NOTE: Districts should consult with licensed medical and nursing personnel to address whether nonprescription medications will be allowed at elementary schools and whether and under what conditions school personnel will participate in storing or administering nonprescription medications.]

D. Possession and Use of Epinephrine Delivery Systems ~~Auto-Injectors~~

1. Definitions

- a. "Administer" means the direct application of an epinephrine delivery system to the body of an individual.
- b. "Epinephrine delivery system" means a medication product approved by the United States Food and Drug Administration that automatically delivers a single, premeasured dose of epinephrine to prevent or treat a life-threatening allergic reaction.
- c. "School" means a public school under Minnesota Statutes, section 120A.22, subdivision 4, or a nonpublic school, excluding a home school, under section 120A.22, subdivision 4, that is subject to the federal Americans with Disabilities Act.

2. At the start of each school year or at the time a student enrolls in school, whichever is first, a student's parent, school staff, including those responsible for student health care, and the prescribing medical professional must develop and implement an individualized written health plan for a student who is prescribed epinephrine ~~auto-injectors~~ **delivery systems** that enables the student to:

- ~~a1:~~ possess epinephrine **delivery systems** ~~auto-injectors~~; or
- ~~b2:~~ if the parent and prescribing medical professional determine the student is unable to possess the epinephrine, have immediate access to epinephrine **delivery systems** ~~auto-injectors~~ in close proximity to the student at all times during the instructional day.

For the purposes of this policy, "instructional day" is defined as eight hours for each student contact day.

[NOTE: Minnesota law states that "the school board of the school district must define instructional day for the purposes of Minnesota Statutes, 121A.2205." A sample definition appears above. School districts can create a definition that fits their circumstances.]

The plan must designate the school staff responsible for implementing the student's health plan,

including recognizing anaphylaxis and administering epinephrine ~~auto-injectors~~ **delivery systems** when required, consistent with state law. This health plan may be included in a student's Section 504 plan.

Districts and schools may obtain and possess epinephrine ~~auto-injectors~~ **delivery systems** to be maintained and administered by school personnel, including a licensed nurse, to a student or other individual if, in good faith, it is determined that person is experiencing anaphylaxis regardless of whether the student or other individual has a prescription for an epinephrine **delivery system**. ~~auto-injector~~. The administration of an epinephrine **delivery system** ~~auto-injector~~ in accordance with Minnesota Statutes, section 121A.2207 is not the practice of medicine.

~~Effective July 1, 2024, r~~Registered nurses may administer epinephrine ~~auto-injectors~~ **delivery systems** in a school setting according to a condition-specific protocol as authorized under Minnesota Statutes, section 148.235, subdivision 8. Notwithstanding any limitation in Minnesota Statutes, sections 148.171 to 148.285, licensed practical nurses may administer epinephrine ~~auto-injectors~~ **delivery systems** in a school setting according to a condition-specific protocol that does not reference a specific patient and that specifies the circumstances under which the epinephrine **delivery system** ~~auto-injector~~ is to be administered, when caring for a patient whose condition falls within the protocol.

~~[NOTE: The paragraph above was signed into law in May 2024. It is new model policy language.]~~

A district or school may enter into arrangements with manufacturers of epinephrine ~~auto-injectors~~ **delivery systems** to obtain epinephrine ~~auto-injectors~~ **delivery systems** at fair-market, free, or reduced prices. A third party, other than a manufacturer or supplier, may pay for a school's supply of epinephrine ~~auto-injectors~~ **delivery systems**.

The Commissioner of the Minnesota Department of Health must provide a district or school with a standing order for distribution of epinephrine **delivery systems** under Minnesota Statutes, sections 148.235, subdivision 8 and 151.37, subdivision 2.

[NOTE: The 2025 Minnesota legislature amended Minnesota Statutes, section 121A.2207 to include the changes above.]

E. Sunscreen

A student may possess and apply a topical sunscreen product during the school day while on school property or at a school-sponsored event without a prescription, physician's note, or other documentation from a licensed health care professional. School personnel are not required to provide sunscreen or assist students in applying sunscreen.

F. Procedure regarding unclaimed drugs or medications.

1. The school district has adopted the following procedure for the collection and transport of any unclaimed or abandoned prescription drugs or medications remaining in the possession of school personnel in accordance with this policy. Before the transportation of any prescription drug or medication under this policy, the school district shall make a reasonable attempt to return the unused prescription drug or medication to the student's parent or legal guardian. Transportation of unclaimed or unused prescription drugs or medications will occur at least annually, but may occur more frequently at the discretion of the school district.
2. If the unclaimed or abandoned prescription drug is not a controlled substance as defined under Minnesota Statutes, section 152.01, subdivision 4, or is an over-the-counter medication, the school district will either designate an individual who shall be responsible for transporting the drug or medication to a designated drop-off box or collection site or request that a law enforcement agency transport the drug or medication to a drop-off box or collection site on behalf of the school district.
3. If the unclaimed or abandoned prescription drug is a controlled substance as defined in Minnesota Statutes, section 152.01, subdivision 4, the school district or school personnel is prohibited from transporting the prescription drug to a drop-off box or collection site for

prescription drugs identified under this paragraph. The school district must request that a law enforcement agency transport the prescription drug or medication to a collection bin that complies with Drug Enforcement Agency regulations, or if a site is not available, under the agency's procedure for transporting drugs.

IV. ACCESS TO SPACE FOR MENTAL HEALTH CARE THROUGH TELEHEALTH

- A. Beginning October 1, 2024, to the extent space is available, the school district must provide an enrolled secondary school student with access during regular school hours, and to the extent staff is available, before or after the school day on days when students receive instruction at school, to space at the school site that a student may use to receive mental health care through telehealth from a student's licensed mental health provider. A secondary school must develop a plan with procedures to receive requests for access to the space.
- B. The space must provide a student privacy to receive mental health care.
- C. A student may use a school-issued device to receive mental health care through telehealth if such use is consistent with the district or school policy governing acceptable use of the school-issued device.
- D. A school may require a student requesting access to space under this section to submit to the school a signed and dated consent from the student's parent or guardian, or from the student if the student is age 16 or older, authorizing the student's licensed mental health provider to release information from the student's health record that is requested by the school to confirm the student is currently receiving mental health care from the provider. Such a consent is valid for the school year in which it is submitted.

[NOTE: The Minnesota legislature enacted Article IV in the spring 2024.]

- Legal References:**
- Minn. Stat. § 13.32 (Educational Data)
 - Minn. Stat. § 121A.21 (School Health Services)
 - Minn. Stat. § 121A.216 (Access to Space for Mental Health Care through Telehealth)
 - Minn. Stat. § 121A.22 (Administration of Drugs and Medicine)
 - Minn. Stat. § 121A.2205 (Possession and Use of Epinephrine ~~Auto-Injectors~~ **Delivery systems**; Model Policy)
 - Minn. Stat. § 121A.2207 (Life-Threatening Allergies in Schools; Stock Supply of Epinephrine ~~Auto-Injectors~~ **Delivery systems**)
 - Minn. Stat. § 121A.221 (Possession and Use of Asthma Inhalers by Asthmatic Students)
 - Minn. Stat. § 121A.222 (Possession and Use of Nonprescription Pain Relievers by Secondary Students)
 - Minn. Stat. § 121A.223 (Possession and Use of Sunscreen)
 - Minn. Stat. § 148.171 (Definitions; Title)
 - Minn. Stat. § 151.212 (Label of Prescription Drug Containers)
 - Minn. Stat. § 152.01 (Definitions)
 - Minn. Stat. § 152.22 (Definitions)
 - Minn. Stat. § 152.23 (Limitations)
 - Minn. Rule 8710.6100 (School Nurse)
 - 20 U.S.C. § 1400 *et seq.* (Individuals with Disabilities Education Act)
 - 29 U.S.C. § 794 *et seq.* (Rehabilitation Act of 1973, § 504)

- Cross References:** MSBA/MASA Model Policy 418 (Drug-Free Workplace/Drug-Free School)

519 INTERVIEWS OF STUDENTS BY OUTSIDE AGENCIES

I. PURPOSE

There are occasions in which persons other than education district officials and employees find it necessary to speak with a student during the school day. Student safety and disruption of the educational program is of concern to the education district. The purpose of this policy is to establish the procedures for access to students by authorized individuals during the school day.

II. GENERAL STATEMENT OF POLICY

- A. Generally, students may not be interviewed during the school day by persons other than a student's parents, education district officials, employees and/or agents, except as otherwise provided by law and/or this policy.
- B. Requests from law enforcement officers and those other than a student's parents, education district officials, employees and/or agents to interview students shall be made through the ~~building administrator's~~ ~~director's~~ office. Upon receiving a request, it shall be the responsibility of the ~~building administrator~~ ~~director~~ to determine whether the request will be granted. Prior to granting a request, the ~~building administrator~~ ~~director~~ shall attempt to contact the student's parents to inform them of the request, except where otherwise prohibited by law.

III. INTERVIEWS CONDUCTED UNDER THE MALTREATMENT OF MINORS ACT

- A. In the case of an investigation pursuant to the Maltreatment of Minors Act, Minn. Stat. § 626.556, Subd. 10, a local welfare agency, the agency responsible for investigating the report, and a local law enforcement agency may interview, without parental consent, an alleged victim and any minors who currently reside with or who have resided with the alleged perpetrator. The interview may take place at school and during school hours or at any facility or other place where the alleged victim or other children might be found or the child may be transported, and the interview may be conducted at a place appropriate for the interview of a child designated by the local welfare agency or law enforcement agency.. Education district officials will work with the local welfare agency, the agency responsible for investigating the report, or law enforcement agency to select a place appropriate for the interview. When it is possible and the report alleges substantial child endangerment or sexual abuse, the interview may take place outside the presence of the alleged offender and may take place prior to any interviews of the alleged offender. ~~perpetrator or parent, legal custodian, guardian,~~

~~or education district official.~~

NOTE: This added language is in MN Statutes, section 260E.22, subd. 2.

- B. If the interview took place or is to take place on education district property, an order of the juvenile court pursuant to Minn. Stat. § 626.556, Subd. 10 (c) may specify that education district officials may not disclose to the parent, legal custodian, or guardian the contents of the notification of intent to interview the child on education district property and/or any other related information regarding the interview that may be a part of the child's record. The education district official must receive a copy of the order from the local welfare or law enforcement agency.
- C. When the local welfare agency, local law enforcement agency, or agency responsible for assessing or investigating a report of maltreatment determines that an interview should take place on education district property, education district officials must receive written notification of intent to interview the child on education district property ~~prior to~~before the interview. The notification shall include the name of the child to be interviewed, the purpose of the interview, and a reference to the statutory authority to conduct an interview on education district property. ~~Where~~For an the interviews are conducted by the local welfare agency, the notification ~~must~~shall be signed by the chair of the local social services agency or the chair's designee. The notification is private educational data on the student. Education district officials may not disclose to the parent, legal custodian or guardian the contents of the notification or any other related information regarding the interview until notified in writing by the local welfare or law enforcement agency that the investigation or assessment has been concluded, unless a school employee or agent is alleged to have maltreated the child. Until education district officials receive said notification, all inquiries regarding the nature of the investigation or assessment should be directed to the local welfare or law enforcement agency or the agency responsible for assessing or investigating a report of maltreatment shall be solely responsible for any disclosure regarding the nature of the assessment or investigation.
- D. Education district officials shall have discretion to reasonably schedule the time, place, and manner of an interview by a local welfare or local law enforcement agency on education district premises. However, where the alleged perpetrator is believed to be a education district official or employee, the local welfare or local law enforcement agency will have discretion to determine where the interview will be held. The interview must be conducted not more than ~~twenty-four~~ (24) hours after the receipt of the notification unless another time is considered necessary by agreement between the education district officials and the local welfare or law enforcement agency. However, education district officials must yield to the discretion of the local welfare or law enforcement agency concerning other persons in attendance at the interview. Education district officials will make every effort to reduce the disruption to the educational program of the child, other students, or school staff when an interview is conducted on education district premises.
- E. Students shall not be taken from ~~an~~ education district property without the consent of

the director and without proper warrant.

Legal References: Minn. Stat. § 13.32 (Educational Data)
Minn. Stat. § 626.556, Subd. 10(c) and (d) (Duties of Local Welfare Agency
and Local Law Enforcement Agency Upon Receipt of a Report)

Cross References: MSBA/MASA Model Policy 103 (Complaints – Students, Employees, Parents, Other Persons)
MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)

606.5 LIBRARY MATERIALS

I. PURPOSE

The purpose of this policy is to provide direction and to delegate responsibility for selection and reconsideration of library materials.

II. GENERAL STATEMENT OF PURPOSE

The education district board recognizes that library materials serve as a vital component of a student's education by enriching the breadth of the curriculum as a whole and meeting the needs and interests of individual students. The purpose of library materials is to meet the needs of all students. Therefore, questions regarding selection and reconsideration of library materials should be handled differently than those concerning textbooks and instructional materials.

To ensure that library materials fulfill this role, the education district board delegates to the executive director or the executive director's designee responsibility for administering a process for selection of library materials. Responsibility for selection shall rest with professionally trained district staff, with recognition that the education district board has the final authority on selection of library materials. Parents and guardians have the right and the responsibility to determine their children's access to library materials.

III. DEFINITIONS

A. "Library" is the education district resource that holds the library collection that serves the information and independent reading needs of students and supports the curriculum needs of teachers and staff. The term "library" includes the curriculum room, the system of "books on wheels" and other collections of reading materials throughout the building. The term also includes access to electronic materials.

Minnesota Statutes, section 124D.99~~0~~1, states that a school district or charter school library or school library media center provides equitable and free access to students, teachers, and administrators and that a school library or school library media center must have the following characteristics:

1. ensures every student has equitable access to resources and is able to locate, access, and use resources that are organized and cataloged;
2. has a collection development plan that includes but is not limited to materials selection and deselection, a challenged materials procedure, and an intellectual and academic freedom statement;
3. is housed in a central location, or dispersed to meet the individual needs of students, that provides an environment for expanded learning and supports a variety of student interests;
4. has technology and Internet access; and
5. is served by a licensed school library media specialist or licensed school librarian. Due to the purpose of the education district programs, the responsibility to serve in this area will be filled by the Director of Equity and Instructional Services who may consult as needed with school media specialists or licensed school librarians in the member districts.

- B. "Library collection" consists of the library materials made available to students.
- C. "Library materials" are the books, periodicals, newspapers, manuscripts, films, prints, documents, videotapes, subscription content, electronic and digital materials (including e-books, audiobooks, and databases), and related items made available to students in a school building or through access to electronic materials. This term does not include materials made available to students as part of the curriculum.
- D. It is the role of the Director of Equity and Instruction Services to provide to students in kindergarten through grade 12 instructional materials that are designed to provide information and technology literacy skills instruction, to lead, collaborate, and consult with classroom teachers for the purpose of integrating information and technology literacy skills with content teaching, and to administer media center operations, programming, and resources.

IV. RESPONSIBILITY FOR SELECTION OF LIBRARY MATERIALS

- A. The education district board recognizes the expertise of the education district's professional staff and the vital need of such staff to be responsible for selection of library materials.
- B. While recommendations by administrators, faculty members, students, parents, and other community members may be considered, the final responsibility for selection of library materials shall rest with the Director of Equity and Instructional Services..
- C. The procedures for selection and reconsideration set forth in this policy will be administered by the Director of Equity and Instructional Services.
- D. The education district board may decline to purchase, lend, or shelve or remove access to library materials legitimately based on:
 - 1. practical reasons, including but not limited to shelf space limitations, rare or antiquarian status, damage, or obsolescence;
 - 2. legitimate pedagogical concerns, including but not limited to the appropriateness of potentially sensitive topics for the library's intended audience, the selection of library materials for a curated collection, or the likelihood of causing a material and substantial disruption of the work and discipline of the school; or
 - 3. compliance with state or federal law.

V. SELECTION OF LIBRARY MATERIALS

- A. Selection Criteria: The library materials selection process should result in a library collection that, when considered as a whole, is consistent with the following criteria:
 - 1. Library materials shall support and be consistent with the general educational goals of the state and the district and the aims and objectives of individual schools and specific courses;
 - 2. Library materials shall be chosen to enrich and support the curriculum as well as to promote reading for pleasure by responding to the personal needs and interests of student users;
 - 3. Library materials shall not be excluded because of the race, nationality, religion, sex, gender, or political views of the writer;

4. Library materials shall be appropriate to and reflect the needs, ages, maturity level, emotional development, ability levels, learning styles, social development, background, diversity, and needs and interests of the students for whom the materials were selected;
 5. Library materials shall meet high standards of quality in one or more of these categories (presented alphabetically):
 - a. Artistic quality and/or literary style;
 - b. Authenticity;
 - c. Critical thinking;
 - d. Educational significance;
 - e. Factual content;
 - f. High interest for intended audience; and
 - g. Readability.
 6. The selection of library materials shall conform to the constraints of the education district budget.
- B. The Director of Equity and Instructional Services shall consult sources and specialists experienced in library materials collections appropriate for the building's students and that are reputable, experienced, unbiased, and professionally trained in school library materials.
 - C. The executive director or the executive director's designee shall be responsible for keeping the education district board informed of progress on review and selection of library materials.
 - D. Library materials that are outdated, inaccurate, no longer useful for curricular support or reading enrichment, or have not been utilized for an extended period of time may be removed. Library materials that are in poor physical condition may be removed or replaced as determined by the library media specialist or the principal.
 - E. Gifts and Donations of Library Materials

Materials offered for donation or gifted to a school library may be accepted if they comply with the library collection selection criteria and approved by the Director of Equity and Instructional Services. The education district's library welcomes donations of books and other resource materials from individuals and organizations, but also reserves the right to decline to accept library materials that do not meet the criteria for selection. In addition, financial donations to benefit the education district's library will be accepted with the understanding that funds will be used to purchase materials that are needed for libraries based on the needs of the individual schools.

VI. INDIVIDUAL STUDENT ACCESS TO SPECIFIC LIBRARY MATERIAL

A parent or guardian may request that access to specific material in the library materials collection be restricted from their student. The education district shall take reasonable steps to fulfill this request. This type of request will not result in removal of specific library collection material from the library or restrictions upon any other student accessing specific library materials.

VII. RECONSIDERATION OF SPECIFIC LIBRARY MATERIAL

- A. The education district board seeks to uphold students' access to library materials that meet the educational goals and selection criteria set forth in this policy.
- B. An education district employee, student, or a parent or guardian of an education district student may request reconsideration of specific library material on the basis of appropriateness. Access to the material in question shall not be restricted until the procedures listed below have been fully completed and a decision to remove or restrict the materials has been made.
- C. Informal Request for Reconsideration of Specific Library Material
 - 1. Requests for reconsideration of specific library material shall be directed to the Director of Equity and Instructional Services and the building or program principal. The building or program principal and the Director of Equity and Instructional Services shall assume responsibility for processing the request on an informal basis.
 - 2. The building or program principal and/or the Director of Equity and Instructional Services shall provide an explanation to the individual who submitted the request. The explanation shall include the particular selection criteria that the material in question met in order to be included in the library as curriculum support or as an independent reading choice for students in the building.
 - 3. If the request is not resolved informally, the principal shall submit a report on the matter to the executive director or the executive director's designee. The requestor will have an option to initiate a Formal Request for Reconsideration.
- D. Formal Request for Reconsideration of Specific Library Collection Material
 - 1. A Formal Request for Reconsideration of specific library material is initiated upon submission of a completed *Formal Request for Reconsideration of Specific Library Collection Material* form. The form must be completed in its entirety for each work that is subject to a request for reconsideration. The principal shall notify the executive director or the executive director's designee and the Director of Equity and Instructional Services of receipt of a completed Formal Request form.

If specific library material is the subject of a Formal Request for Reconsideration and a final decision is made to retain the specific library material, then the specific library material shall not be subject to additional requests for reconsideration for three years following the date of final resolution of the initial Formal Request for Reconsideration.
 - 2. On an annual basis, the executive director or the executive director's designee shall appoint a Library Materials Review Committee (Review Committee). This committee shall include:
 - a. One member of the education district administration
 - b. One principal
 - c. Two teachers
 - d. Director of Equity and Instructional Services
 - e. Two members of the education district community with no direct connection with the request for reconsideration
 - f. Two student representatives (as appropriate to the specific request).

3. The Review Committee shall establish a date upon which it will discuss the request and whether the specific library collection material conforms to the selection criteria set forth in this policy.
4. The Review Committee
 - a. may consult individuals, organizations, and other resources with relevant professional knowledge on school library material;
 - b. shall examine the specific library material as a whole;
 - c. shall examine the specific library material as to its conformance with the criteria for selection of library materials; and
 - d. shall submit a written report to the executive director or the executive director's designee containing the Review Committee's decision on whether to retain, to remove, or to take other action regarding the specific library material.
5. The executive director or the executive director's designee shall inform the requestor and the education district board of the Review Committee's decision. The requestor may appeal the Review Committee's decision to the executive director or the executive director's designee by submitting a written appeal to the executive director or the executive director's designee within fourteen (14) days of submission of the Review Committee's decision to the requestor. The executive director or the executive director's designee shall provide a written decision on a requestor's appeal within a reasonable time period.
6. The requester shall have the right to appeal the decision of the executive director or the executive director's designee to the education district board.

VIII. CHALLENGE REPORT

Upon the completion of a content challenge or reconsideration process in accordance with this policy, the education district board must submit a report of the challenge to the Commissioner of the Minnesota Department of Education that includes:

- A. the title, author, and other relevant identifying information about the material being challenged;
- B. the date, time, and location of any public hearing held on the challenge in question, including minutes or transcripts;
- C. the result of the challenge or reconsideration request; and
- D. accurate and timely information on who from the education district the Department of Education may contact with questions or follow-up.

IX. PROHIBITION ON RETALIATION

The education district may not discriminate against or discipline an employee for complying with Minnesota Statutes, section 134.51.

Legal References: Minn. Stat. § 120A.22, Subd. 9 (Compulsory Instruction)
Minn. Stat. § 123B.02 (General Powers of Independent School Districts)
Minn. Stat. § 123B.09 (School Board Responsibilities)

Minn. Stat. § 124D.991 (Public School Libraries and Media Centers)
Minn. Stat. § 134.51 (Access to Library Materials and Rights Protected)
Minn. Rules Part 8710.4550 (Library Media Specialists)
Bd. of Educ., Island Trees Union Free Sch. Dist. No. 26 v. Pico, 457 U.S. 853
(1982)
Virginia State Bd. of Educ. v. Barnette, 319 U.S. 624, 642 (1943)

Cross References: MSBA/MASA Model Policy 524 (Internet Acceptable Use and Safety Policy)
MSBA/MASA Model Policy 606 (Textbooks and Instructional Materials)

613 GRADUATION REQUIREMENTS

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

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. DEFINITIONS

- A. "Credit" means a student's successful completion of an academic year of study or a student's mastery of the applicable subject matter, as determined by the school district.
- B. "English language learners" or "ELL" student means an individual whose first language is not English and whose test performance may be negatively impacted by lack of English language proficiency.
- C. "Individualized Education Program" or "IEP" means a written statement developed for a student eligible by law for special education and services.
- D. "Required standard" means a statewide adopted expectation for student learning in the content areas of language arts, mathematics, science, social studies, physical education, health, and the arts. Locally developed academic standards in health apply until statewide rules implementing statewide health standards under Minnesota Statutes, section 120B.021, subdivision 3, are required to be implemented in the classroom.
- E. "Section 504 Accommodation" means the defined appropriate accommodations or modifications that must be made in the school environment to address the needs of an individual student with disabilities.

IV. DISTRICT ASSESSMENT COORDINATOR

Whitney Bartholome, School Counselor, shall be named the District Assessment Coordinator. Said person shall be in charge of all test procedures and shall bring recommendations to the education district board annually for approval.

V. ASSESSMENT GRADUATION REQUIREMENTS

- A. Graduation Requirements

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

1. Achievement and career and college readiness in mathematics, reading, and writing, consistent with paragraph (k) and to the extent available, to monitor students' continuous development of and growth in requisite knowledge and skills; analyze students' progress and performance levels, identifying students' academic strengths and diagnosing areas where students require curriculum or instructional adjustments, targeted interventions, or remediation; and, based on analysis of students' progress and performance data, determine students' learning and instructional needs and the instructional tools and best practices that support academic rigor for the student; and
2. Consistent with this paragraph and Minnesota Statutes, section 120B.125 (see Policy 604, Section II.H.), age-appropriate exploration and planning activities and career assessments to encourage students to identify personally relevant career interests and aptitudes and help students and their families develop a regularly reexamined transition plan for postsecondary education or employment without need for postsecondary remediation.
3. Based on appropriate state guidelines, students with an IEP may satisfy state graduation requirements by achieving an individual score on the state-identified alternative assessments.

[NOTE: Minnesota Statutes 120B.303 includes the reference to paragraph (k) found in subparagraph 1. above. This statute no longer has a paragraph (k). MSBA has informed the Minnesota Revisor's Office, which replied that it will seek correction during the 2025 legislative session.]

B. Targeted Instruction Plan

1. A student must receive targeted, relevant, academically rigorous, and resourced instruction, which may include a targeted instruction and intervention plan focused on improving the student's knowledge and skills in core subjects so that the student has a reasonable chance to succeed in a career or college without need for postsecondary remediation.
2. Consistent with Minnesota Statutes, sections 120B.13, 124D.09, 124D.091, 124F.08, and related sections, an enrolling school or district must actively encourage a student in grade 11 or 12 who is identified as academically ready for a career or college to participate in courses and programs awarding college credit to high school students. Students are not required to achieve a specified score or level of proficiency on an assessment under this subdivision to graduate from high school.
3. As appropriate, students through grade 12 must continue to participate in targeted instruction, intervention, or remediation and be encouraged to participate in courses awarding college credit to high school students.

- C. A student's progress toward career and college readiness must be recorded on the student's high school transcript.

VI. GRADUATION CREDIT REQUIREMENTS

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

A. Credit Requirements

1. Four credits of language arts sufficient to satisfy all academic standards in English language arts;
2. Three credits of mathematics sufficient to satisfy all of the academic standards in mathematics;
3. Three credits of science, including one credit to satisfy all the earth and space science standards for grades 9 through 12, one credit to satisfy all the life science standards for grades 9 through 12, and one credit to satisfy all the chemistry or physics standards for grades 9 through 12;
4. Three and one-half credits of social studies, encompassing at least United States history, geography, government and citizenship in either grade 11 or 12 for students beginning in grade 9 in the 2025-2026 school year and later or an advanced placement, international baccalaureate, or other rigorous course on government and citizenship under Minnesota Statutes, section 120B.21, subdivision 1a, and a combination of other credits encompassing at least United States history, geography, government and citizenship, world history, and economics sufficient to satisfy all of the academic standards in social studies;

[NOTE: This revision includes the 2024 change on implementation of the government and citizenship requirement to the 2025-26 school year.]

5. One credit in the arts sufficient to satisfy all of the academic standards in the arts;
6. Credit sufficient to satisfy the state standards in physical education; and
7. A minimum of seven elective credits.
8. Students who begin grade 9 in the 2024-2025 school year and later must successfully complete a course for credit in personal finance in grade 10, 11, or 12. A teacher of a personal finance course that satisfies the graduation requirement must have a field license or out-of-field permission in agricultural education, business, family and consumer science, social studies, or math.

[NOTE: The revisions above align the policy language with Minnesota law, including changes enacted by the 2024 Minnesota legislature concerning physical education credit and state standards in health. Paragraph 8 was enacted in 2023; it affects students who begin grade 9 in the 2024-25 school year.]

B. Credit Equivalencies

1. A one-half credit of economics taught in a school's agricultural, food, and natural resources education or business education program or department may fulfill a one-half credit in social studies under Paragraph A.4, above, if the credit is sufficient to satisfy all of the academic standards in economics.
2. An agriculture science or career and technical education credit may fulfill the elective science credit required under Paragraph A.3, above, if the credit meets the state physical science, life science, earth and space science, chemistry, or physics academic standards or a combination of these academic standards as approved by the education district. An agriculture or career and technical education credit may fulfill the credit in chemistry or physics required under Paragraph A.3, above, if the credit meets the state chemistry or physics academic standards as approved by the education district. A student must satisfy either all of the chemistry academic standards or all of the physics

academic standards prior to graduation. An agriculture science or career and technical education credit may not fulfill the required biology credit under Paragraph A.3, above.

3. A career and technical education credit may fulfill a mathematics or arts credit requirement under Paragraph A.2 or Paragraph A.5, above.
4. A computer science credit may fulfill a mathematics credit requirement under Paragraph A.2, above, if the credit meets state academic standards in mathematics.
5. A Project Lead the Way credit may fulfill a mathematics or science credit requirement under Paragraph A.2 or Paragraph A.3, above, if the credit meets the state academic standards in mathematics or science.
6. An ethnic studies course may fulfill a social studies, language arts, arts, math, or science credit if the course meets the applicable state academic standards. An ethnic studies course may fulfill an elective credit if the course meets applicable local standards or other requirements.

[Note: The revisions above align the policy language with Minnesota law, including changes enacted by the 2024 Minnesota legislature. Starting in the 2026-27 school year, a high school must offer an ethnic studies course; in elementary and middle schools by the 2027-28 school year.]

VII. GRADUATION STANDARDS REQUIREMENTS

- A. All students must demonstrate their understanding of the following academic standards:
 1. School District Standards, Health (K-12);
 2. School District Standards, Career and Technical Education (K-12); and
 3. School District Standards, World Languages (K-12).
- B. Academic standards in health, world languages, and career and technical education will be reviewed on an annual basis.* A school district must use the current world languages standards developed by the American Council on the Teaching of Foreign Languages.

* Reviews are required to be conducted on a periodic basis. Therefore, this time period may be changed to accommodate individual school district needs.
- C. All students must satisfactorily complete the following required Graduation Standards in accordance with the standards developed by the Minnesota Department of Education (MDE):
 1. Minnesota Academic Standards, English Language Arts K-12;
 2. Minnesota Academic Standards, Mathematics K-12;
 3. Minnesota Academic Standards, Science K-12;
 4. Minnesota Academic Standards, Social Studies K-12; and
 5. Minnesota Academic Standards, Physical Education K-12.

- D. State standards in the Arts K-12 are available, or school districts may choose to develop their own standards.
- E. The academic standards for language arts, mathematics, and science apply to all students except the very few students with extreme cognitive or physical impairments for whom an IEP team has determined that the required academic standards are inappropriate. An IEP team that makes this determination must establish alternative standards.

VIII. EARLY GRADUATION

Students may be considered for early graduation, as provided for within Minnesota Statutes, section 120B.07, upon meeting the following conditions:

- A. All course or standards and credit requirements must be met;
- B. The principal or designee shall conduct an interview with the student and parent or guardian, familiarize the parties with opportunities available in post-secondary education, and arrive at a timely decision; and
- C. The principal's decision shall be in writing and may be subject to review by the executive director and education district board.

Legal References: Minn. Stat. § 120B.018 (Definitions)
Minn. Stat. § 120B.02 (Educational Expectations and Graduation Requirements for Minnesota's Students)
Minn. Stat. § 120B.021 (Required Academic Standards)
Minn. Stat. § 120B.023 (Benchmarks)
Minn. Stat. § 120B.024 (Credits)
Minn. Stat. § 120B.07 (Early Graduation)
Minn. Stat. § 120B.11 (School District Process for Reviewing Curriculum, Instruction, and Student Achievement Goals; Striving for Comprehensive Achievement and Civic Readiness)
Minn. Stat. § 120B.125 (Planning for Students' Successful Transition to Postsecondary Education and Employment; Personal Learning Plans)
Minn. Stat. § 120B.30 (General Requirements; Statewide Assessments)
Minn. Stat. § 120B.303 (Assessment Graduation Requirements)
Minn. Stat. § 120B.307 (College and Career Readiness)
Minn. Rules Part 3501.0660 (Academic Standards For Kindergarten through Grade 12)
Minn. Rules Parts 3501.0700-3501.0745 (Academic Standards for Mathematics)
Minn. Rules Part 3501.0820 (Academic Arts Standards for Kindergarten through Grade 12)
Minn. Rules Parts 3501.0900-3501.0960 (Academic Standards in Science)
Minn. Rules Parts 3501.1200-1210 (Academic Standards for English Language Development)
Minn. Rules Parts 3501.1300-3501.1345 (Academic Standards for Social Studies)
Minn. Rules Parts 3501.1400-3501.1410 (Academic Standards for Physical Education)
20 U.S.C. § 6301, *et seq.* (Every Student Succeeds Act)

Cross References: MSBA/MASA Model Policy 104 (School District Mission Statement)
MSBA/MASA Model Policy 601 (School District Curriculum and Instruction Goals)
MSBA/MASA Model Policy 614 (School District Testing Plan and Procedure)
MSBA/MASA Model Policy 615 (Testing Accommodations, Modifications, and Exemptions for IEPs, Section 504 Plans, and LEP Students)
MSBA/MASA Model Policy 616 (School District System Accountability)

620 CREDIT FOR LEARNING

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. DEFINITIONS

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

IV. TRANSFER OF CREDIT FROM OTHER SCHOOLS

- A. Transfer of Academic Requirements from Other Minnesota Public Secondary Schools
 - 1. The education district will accept and transfer secondary credits and grades awarded to a student from another Minnesota public secondary school upon presentation of a certified transcript from the transferring public secondary school evidencing the course taken and the grade and credit awarded.
 - 2. Credits and grades awarded from another Minnesota public secondary school

may be used to compute honor roll and/or class rank if a student has earned at least 10 credits from the education district.

B. Transfer of Academic Requirements from Other Schools

1. The education district will accept secondary credits and grades awarded to a student for courses successfully completed at a public school outside of Minnesota or an accredited nonpublic school upon presentation of a certified transcript from the transferring public school in another state or nonpublic school evidencing the course taken and the grade and credit awarded.
 - a. When a determination is made that the content of the course aligns directly with education district graduation requirements, the student will be awarded commensurate credits and grades.
 - b. Commensurate credits and grades awarded from an accredited nonpublic school or public school in another state may be used to compute honor roll and/or class rank if a student has earned at least **[insert number]** credits from the education district.
 - c. In the event the content of a course taken at an accredited nonpublic school or public school in another state does not fully align with the content of the education district's high school graduation requirements but is comparable to elective credits offered by the education district for graduation, the student may be provided elective credit applied toward graduation requirements. Credit that does not fully align with the education district's high school graduation requirements will not be used to compute honor roll and/or class rank.
 - d. If no comparable course is offered by the education district for which high school graduation credit would be provided, no credit will be provided to the student.
2. Students transferring from a non-accredited, nonpublic school shall receive credit from the education district upon presentation of a transcript or other documentation evidencing the course taken and grade and credit awarded.
 - a. Students will be required to provide copies of course descriptions, syllabi, or work samples for determination of appropriate credit. In addition, students also may be asked to provide interviews/conferences with the student and/or student's parent and/or former administrator or teacher; review of a record of the student's entire curriculum at the nonpublic school; and review of the student's complete record of academic achievement.
 - b. Where the education district determines that a course completed by a student at a non-accredited, nonpublic school is commensurate with education district graduation requirements, credit shall be awarded, but the grade shall be "P" (pass).
 - c. In the event the content of a course taken at a non-accredited, nonpublic school does not fully align with the content of the education district's high school graduation requirements but is comparable to elective credits offered by the education district for graduation, the student may be provided elective credit applied toward graduation requirements.
 - d. If no comparable course is offered by the education district for which local high school graduation credit would be provided, no credit will be provided to the student.

- e. Credit and grades earned from a non-accredited nonpublic school shall not be used to compute honor roll and/or class rank.
3. A student must provide the education district with a copy of the student's grades in each course taken for secondary credit under this policy, including interim or nonfinal grades earned during the academic term.

V. POSTSECONDARY ENROLLMENT CREDIT

- A. A student who satisfactorily completes a postsecondary enrollment options course or program under Minnesota Statutes, section 124D.09 that has been approved as meeting the necessary requirements is not required to complete other requirements of the academic standards corresponding to that specific rigorous course of study.
- B. Secondary credits granted to a student through a postsecondary enrollment options course or program must be counted toward the graduation requirements and subject area requirements of the district.
 1. Course credit will be considered by the education district only upon presentation of a certified transcript from an eligible institution evidencing the course taken and the grade and credit awarded.
 2. Seven quarter or four semester postsecondary credits shall equal at least one full year of high school credit. Fewer postsecondary credits may be prorated.
 3. When a determination is made that the content of the postsecondary course aligns directly with a required course for high school graduation, the commensurate credit and grade will be recorded on the student's transcript as a course credit applied toward graduation requirements.
 4. In the event the content of the postsecondary course does not fully align with the content of a high school course required for graduation but is comparable to elective credits offered by the education district for graduation, the education district may provide elective credit and the grade will be recorded on the student's transcript as an elective course credit applied toward graduation requirements.
 5. If no comparable course is offered by the education district for which high school graduation credit would be provided, the education district will notify the Commissioner, who shall determine the number of credits that shall be granted to a student.
 6. When secondary credit is granted for postsecondary credits taken by a student, the education district will record those credits on the student's transcript as credits earned at a postsecondary institution.
- C. A list of the courses or programs meeting the necessary requirements may be obtained from the education district.
- D. By the earlier of (1) three weeks prior to the date by which a student must register for district courses for the following school year, or (2) March 1 of each year, the education district must provide up-to-date information on the district's website and in materials that are distributed to parents and students about the program, including information about enrollment requirements and the ability to earn postsecondary credit to all pupils in grades 8, 9, 10, and 11. To assist the education district in planning, a pupil must inform the district by October 30 or May 30 of each year of the pupil's intent to enroll in postsecondary courses during the following academic term. A pupil is bound by notifying or not notifying the district by October 30 or May 30.

- E. Postsecondary institutions must notify a pupil's school as soon as practicable if the pupil withdraws from the enrolled course. The institution must also notify the pupil's school as soon as practicable if the pupil has been absent from a course for ten consecutive days on which classes are held, based on the postsecondary institution's academic calendar, and the pupil is not receiving instruction in their home or hospital or other facility.

VI. CREDIT FOR EMPLOYMENT WITH HEALTH CARE PROVIDERS

Consistent with the career and technical pathways program, a student in grade 11 or 12 who is employed by an institutional long-term care or licensed assisted living facility, a home and community-based services and supports provider, a hospital or health system clinic, or a child care center may earn up to two elective credits each year toward graduation under Minnesota Statutes, section 120B.024, subdivision 1, paragraph (a), clause (8), at the discretion of the enrolling school district. A student may earn one elective credit for every 350 hours worked, including hours worked during the summer. A student who is employed by an eligible employer must submit an application, in the form or manner required by the education district, for elective credit to the education district in order to receive elective credit. The education district must verify the hours worked with the employer before awarding elective credit.

VII. ADVANCED ACADEMIC CREDIT

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

VIII. WEIGHTED GRADES

- A. The education district does not offer weighted grades.
- B. The education district will update its website prior to the beginning of each school year with a listing of the courses for which a student may earn a weighted grade.

IX. PROCESS FOR AWARDING CREDIT

- A. The building principal will be responsible for carrying out the process to award credits and grades pursuant to this policy. The building principal will notify students in writing of the decision as to how credits and grades will be awarded.

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

Legal References: Minn. Stat. § 120B.02 (Educational Expectations and Graduation Requirements for Minnesota’s Students)
Minn. Stat. § 120B.021 (Required Academic Standards)
Minn. Stat. § 120B.11 (School District Process for Reviewing Curriculum, Instruction, and Student Achievement Goals; Striving for Comprehensive Achievement and Civic Readiness)
Minn. Stat. § 120B.14 (Advanced Academic Credit)
Minn. Stat. § 123B.02 (General Powers of Independent School Districts)
Minn. Stat. § 123B.445 (Nonpublic Education Council)
Minn. Stat. § 124D.03, Subd. 9 (Enrollment Options Program)
Minn. Stat. § 124D.09 (Postsecondary Enrollment Options Act)
Minn. Stat. § 124D.094 (Online Instruction Act)
Minn. Rules Parts 3501.0660 (Academic Standards for Language Arts)
Minn. Rules Parts 3501.0700-3501.0745 (Academic Standards for Mathematics)
Minn. Rules Parts 3501.0820 (Academic Standards for the Arts)
Minn. Rules Parts 3501.0900-3501.0960 (Academic Standards in Science)
Minn. Rules Parts 3501.1200-3501.1210 (Academic Standards for English Language Development)
Minn. Rules Parts 3501.1300-3501.1345 (Academic Standards for Social Studies)
Minn. Rules Parts 3501.1400-3501.1410 (Academic Standards for Physical Education)

Cross References: MSBA/MASA Model Policy 104 (School District Mission Statement)
MSBA/MASA Model Policy 601 (School District Curriculum and Instruction Goals)
MSBA/MASA Model Policy 613 (Graduation Requirements)
MSBA/MASA Model Policy 614 (School District Testing Plan and Procedure)
MSBA/MASA Model Policy 615 (Testing Accommodations, Modifications, and Exemptions for IEPs, Section 504 Plans, and LEP Students)
MSBA/MASA Model Policy 616 (School District System Accountability)
MSBA/MASA Model Policy 618 (Assessment of Student Achievement)
MSBA/MASA Model Policy 624 (Online Instruction)

621 LITERACY AND THE READ ACT

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

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. DEFINITIONS

- A. "Evidence-based" means the instruction or item described is based on reliable, trustworthy, and valid evidence and has demonstrated a record of success in increasing students' reading competency in the areas of phonological and phonemic awareness, phonics, vocabulary development, reading fluency, and reading comprehension. Evidence-based literacy instruction is explicit, systematic, and includes phonological and phonemic awareness, phonics and decoding, spelling, fluency, vocabulary, oral language, and comprehension that can be differentiated to meet the needs of individual students. Evidence-based instruction does not include the three-cueing system, as defined in subdivision 16.
- B. "Fluency" means the ability of students to read text accurately, automatically, and with proper expression.
- C. "Foundational reading skills" includes phonological and phonemic awareness, phonics and decoding, and fluency. Foundational reading skills appropriate to each grade level must be mastered in kindergarten, grade 1, grade 2, and grade 3. Struggling readers in grades 4 and above who do not demonstrate mastery of grade-level foundational reading skills must continue to receive explicit, systematic instruction to reach mastery.
- D. "Literacy specialist" means a person licensed by the Professional Educator Licensing and Standards Board as a teacher of reading, a special education teacher, or a kindergarten through grade 6 teacher, who has completed professional development approved by the Minnesota Department of Education (MDE) in structured literacy. A literacy specialist employed by the department under Minnesota Statutes, section 120B.123, subdivision 7, or by a district as a literacy lead, is not required to complete the approved training before August 30, 2025.
- E. "Literacy lead" means a literacy specialist with expertise in working with educators as adult learners. A district literacy lead must support the district's implementation of the Read Act; provide support to school-based coaches; support the implementation of structured literacy, interventions, curriculum delivery, and teacher training; assist with the development of personal learning plans; and train paraprofessionals and other support staff to support classroom literacy instruction. A literacy lead may be employed by one district, jointly by two or more districts, or may provide services to districts through a partnership with the regional service cooperatives or another district.
- F. "Multitiered system of support" or "MTSS" means a systemic, continuous improvement framework for ensuring positive social, emotional, behavioral, developmental, and academic outcomes for every student. The MTSS framework provides access to layered tiers of culturally and linguistically responsive, evidence-based practices and relies on the understanding and belief that every student can learn and thrive. Through an MTSS at the core (Tier 1), supplemental (Tier 2), and intensive (Tier 3) levels, educators provide high quality, evidence-based instruction and intervention that is matched

to a student's needs; progress is monitored to inform instruction and set goals and data is used for educational decision making.

- G. "Oral language," also called "expressive language" or "receptive language," includes speaking and listening, and consists of five (5) components: phonology, morphology, syntax, semantics, and pragmatics.
- H. "Phonemic awareness" means the ability to notice, think about, and manipulate individual sounds in spoken syllables and words.
- I. "Phonics instruction" means the explicit, systematic, and direct instruction of the relationships between letters and the sounds they represent and the application of this knowledge in reading and spelling.
- J. "Progress monitoring" means using data collected to inform whether interventions are working. Progress monitoring involves ongoing monitoring of progress that quantifies rates of improvement and informs instructional practice and the development of individualized programs using state-approved screening that is reliable and valid for the intended purpose.
- K. "Reading comprehension" means a function of word recognition skills and language comprehension skills. It is an active process that requires intentional thinking during which meaning is constructed through interactions between the text and reader. Comprehension skills are taught explicitly by demonstrating, explaining, modeling, and implementing specific cognitive strategies to help beginning readers derive meaning through intentional, problem-solving thinking processes.
- L. "Structured literacy" means an approach to reading instruction in which teachers carefully structure important literacy skills, concepts, and the sequence of instruction to facilitate children's literacy learning and progress. Structured literacy is characterized by the provision of systematic, explicit, sequential, and diagnostic instruction in phonemic awareness, phonics, fluency, vocabulary and oral language development, and reading comprehension. This approach is consistent with the principles identified in the science of reading and is designed to ensure all students develop strong foundational literacy skills.
- M. "Three-cueing system," also known as "meaning structure visual (MSV)," means a method that teaches students to use meaning, structure and syntax, and visual cues when attempting to read an unknown word.
- N. "Vocabulary development" means the process of acquiring new words. A robust vocabulary improves all areas of communication, including listening, speaking, reading, and writing. Vocabulary growth is directly related to school achievement and is a strong predictor for reading success.

IV. READING SCREENER; PARENT NOTIFICATION AND INVOLVEMENT

- A. The education district must administer an approved reading screener to students in kindergarten through grade 3 within the first six weeks of the school year, by February 15 each year, and again within the last six weeks of the school year. The screener must be one of the screening tools approved by MDE.
- B. The education district must identify any screener it uses in the district's annual literacy plan, and submit screening data with the annual literacy plan by June 15.
- C. Schools, after administering each screener, must follow the language access plan under Minnesota Statutes, section 123B.32 and give the parent of each student who is not reading at or above grade level information from the screener about:
 - 1. the student's reading proficiency as measured by a screener approved by MDE;
 - 2. reading-related services currently being provided to the student and the student's progress; and
 - 3. strategies for parents to use at home in helping their student succeed in becoming grade-level proficient in reading in English and in their native language.

- D. For students enrolled in dual language immersion programs, the education district must measure the student's reading proficiency in English or in the program's partner language, if available, according to Article V below. Following its language access plan under Minnesota Statutes, section 123B.32, the education district must notify families with timely information about students' reading proficiency, including how the student's reading proficiency is assessed, any reading-related services or supports provided to the student and the student's progress, and strategies for families to use at home in helping students succeed in becoming grade-level proficient in reading in English or the partner language. The dual language immersion program may provide information about national research on reading proficiency for students in dual language immersion programs in the parent notification.
- E. The education district may not use this section to deny a student's right to a special education evaluation.

V. IDENTIFICATION AND REPORT

- A. Students enrolled in kindergarten, grade 1, grade 2, and grade 3, including multilingual learners and students receiving special education services, and students enrolled in dual language immersion programs, must be universally screened for mastery of foundational reading skills, including phonemic awareness, phonics, decoding, fluency, oral language, and for characteristics of dyslexia as measured by a screening tool approved by MDE. The screening for characteristics of dyslexia may be integrated with universal screening for mastery of foundational skills and expressive or receptive language mastery. The screening tool used must be a valid and reliable universal screener that is highly correlated with foundational reading skills. For students reading at grade level, beginning in the winter of grade 2, the oral reading fluency screener may be used to assess reading difficulties, including characteristics of dyslexia, without requiring a separate screening of each subcomponent of foundational reading skills.
- B. The education district must submit data on student performance in kindergarten, grade 1, grade 2, and grade 3 on foundational reading skills, including phonemic awareness, phonics, decoding, fluency, and oral language to MDE in the annual local literacy plan submission due on June 15.
- C. For students enrolled in dual language immersion programs:
 - 1. if students are screened in the partner language, they must be screened at the same interval as the screenings in English under Paragraph A above;
 - 2. if the program provides instruction in foundational reading skills in English, the students receiving that instruction must be screened in English;
 - 3. if the program provides instruction in foundational reading skills in the partner language, the students receiving that instruction must be screened in the partner language;
 - 4. if no screener is available in the partner language, the education district must identify how students' reading proficiency is assessed and how the education district determines and provides targeted reading instruction in the partner language and supports to students identified as needing additional support in developing mastery of foundational reading skills; and
 - 5. the partner language screening tool must be approved by the education district for kindergarten through grade 3 students.
- D. Students in grades 4 and above, including multilingual learners and students receiving special education services, who are not reading at grade level must be screened for reading difficulties, including characteristics of dyslexia, using a screening tool approved by MDE and must continue to receive evidence-based instruction, interventions, and progress monitoring until the students achieve grade-level proficiency. A parent, in consultation with a teacher, may opt a student out of the literacy screener if the parent and teacher decide that continuing to screen would not be beneficial to the student. In such limited cases, the student must continue to receive progress monitoring and literacy interventions.
- E. Reading screeners in English, and in the predominant languages of school district students where

practicable, must identify and evaluate students' areas of academic need related to literacy. The education district also must monitor the progress and provide reading instruction appropriate to the specific needs of multilingual learners. The education district must use an approved, developmentally appropriate, and culturally responsive screener and annually report summary screener results to the MDE Commissioner ("Commissioner") by June 15 in the form and manner determined by the Commissioner.

- F. The education district must include in its local literacy plan a summary of the district's efforts to screen, identify, and provide interventions to students who demonstrate characteristics of dyslexia as measured by a screening tool approved by MDE. With respect to students screened or identified under [Minnesota Statutes, section 120B.12, subdivision 2](#), paragraph (a), the report must include:
1. a summary of the education district's efforts to screen for characteristics of reading difficulties, including dyslexia;
 2. the number of students universally screened for that reporting year;
 3. the number of students demonstrating characteristics of dyslexia for that year; and
 4. an explanation of how students identified under this subdivision are provided with alternate instruction and interventions under Minnesota Statutes, section 125A.56, subdivision 1.

VI. INTERVENTION

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

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

- D. If a student does not read at or above grade level by the end of the current school year, the education district must continue to provide aligned and targeted reading intervention as defined by the MTSS framework until the student reads at grade level. School district intervention methods shall encourage family engagement and, where possible, collaboration with appropriate school and community programs that specialize in evidence-based instructional practices and measure mastery of foundational reading skills, including phonemic awareness, phonics, decoding, fluency, and oral language.
- E. By the 2025-2026 school year, intervention programs must be taught by an intervention teacher or special education teacher who has successfully completed training in evidence-based reading instruction approved by MDE. Intervention may include but is not limited to requiring student attendance in summer school, intensified reading instruction that may require that the student be removed from the regular classroom for part of the school day, extended-day programs, or programs that strengthen students' cultural connections.
- F. The education district must determine the format of the personal learning plan in collaboration with the student's educators and other appropriate professionals. The school must develop the learning plan in consultation with the student's parent or guardian. The personal learning plan must include targeted instruction that is evidence-based and ongoing progress monitoring, and address knowledge gaps and skill deficiencies through strategies such as specific exercises and practices during and

outside of the regular school day, group interventions, periodic assessments or screeners, and reasonable timelines. The personal learning plan may include grade retention, if it is in the student's best interest; a student may not be retained solely due to delays in literacy or not demonstrating grade-level proficiency. A school must maintain and regularly update and modify the personal learning plan until the student reads at grade level. This paragraph does not apply to a student under an individualized education program.

VII. LOCAL LITERACY PLAN

- A. The education district must adopt a local literacy plan to have every child reading at or above grade level every year beginning in kindergarten and to support multilingual learners and students receiving special education services in achieving their individualized reading goals. The education district must update and submit the plan to the Commissioner by June 15 each year. The plan must be consistent with the Read Act, and include the following:
1. a process to assess students' foundational reading skills, oral language, and level of reading proficiency and the screeners used, by school site and grade level, under Minnesota Statutes, section 120B.123;
 2. a process to notify and involve parents;
 3. a description of how schools in the education district will determine the targeted reading instruction that is evidence-based and includes an intervention strategy for a student and the process for intensifying or modifying the reading strategy in order to obtain measurable reading progress;
 4. evidence-based intervention methods for students who are not reading at or above grade level and progress monitoring to provide information on the effectiveness of the intervention;
 5. identification of staff development needs, including a plan to meet those needs;
 6. the curricula used by school site and grade level and, if applicable, the district plan and timeline for adopting evidence-based curricula and materials starting in the 2025-2026 school year;
 7. a statement of whether the education district has adopted an MTSS framework;
 8. student data using the measures of foundational literacy skills and mastery identified by MDE for the following students:
 9. the number of teachers and other staff that have completed training approved by the department;
 10. the number of teachers and other staff proposed for training in structured literacy;
 11. how the district used funding provided under the Read Act to implement the requirements of the Read Act;
 12. beginning as soon as practicable after the end of fiscal year 2026, how the district used literacy aid funding received under Minnesota Statutes, section 124D.98; and
 13. beginning on December 31, 2025, for a district with a dual language immersion program:
 - a. the program's partner language;
 - b. grade levels included in the program;
 - c. the language used to screen students' foundational reading skills;
 - d. the percentage of grade 3 students taking the Minnesota Comprehensive Assessments; and

- e. the number of students in the program in grades 4 to 12 who are identified as not reading at grade level.
- B. Annually by June 15, the education district must post its literacy plan on the official school district website and submit it to the Commissioner using the template developed by the Commissioner.
- C. The education district must use a streamlined template developed by the Commissioner for local literacy plans that meets the requirements of Minnesota Statutes, section 120B.12, subdivision 4a, and requires all reading instruction and teacher training in reading instruction to be evidence-based.

VIII. STAFF TRAINING

- A. The district must provide training from a menu of approved evidence-based training programs to the following teachers and staff by July 1, 2026:
 - 1. reading intervention teachers working with students in kindergarten through grade 12;
 - 2. all classroom teachers of students in kindergarten through grade 3 and children in prekindergarten programs;
 - 3. kindergarten through grade 12 special education teachers responsible for foundational reading instruction;
 - 4. curriculum directors;
 - 5. instructional support staff, contractors, and volunteers who assist in providing reading interventions under the oversight and monitoring of a trained licensed teacher;
 - 6. employees who select literacy instructional materials for a district; and
 - 7. teachers holding English as a second language teaching licenses.
- B. the education district must provide training from a menu of approved evidence-based training programs to the following teachers by July 1, 2027:
 - 1. teachers who provide foundational reading instruction to students in grades 4 to 12;
 - 2. teachers who provide instruction to students in a state-approved alternative program; and
 - 3. teachers who provide instruction to students in dual language immersion programs.

The Commissioner may grant a school district an extension to these deadlines.

- C. By August 30, 2025, the education district must employ or contract with a literacy lead, or be actively supporting a designated literacy specialist through the process of becoming a literacy lead. The school board may satisfy the requirements of this subdivision by contracting with another school board or cooperative unit under Minnesota Statutes, section 123A.24 for the services of a literacy lead by August 30, 2025. The education district literacy lead must collaborate with school district administrators and staff to support the education district's implementation of requirements under the Read Act.
- D. Training provided by the following may satisfy the professional development requirements under this Article:
 - 1. a certified trained facilitator; or
 - 2. a training program that MDE has determined meets the professional development requirements under the Read Act.

IX. STAFF DEVELOPMENT

- A. The education district must provide training programs on evidence-based reading instruction to

teachers and instructional staff in accordance with [Minnesota Statutes, section 120B.12](#), subdivision 1, paragraphs (b) and (c). The training must include teaching in the areas of phonemic awareness, phonics, vocabulary development, reading fluency, reading comprehension, and culturally and linguistically responsive pedagogy.

- B. the education district shall use the data under Article V. above to identify the staff development needs so that:
1. elementary teachers are able to implement explicit, systematic, evidence-based instruction in the five reading areas of phonemic awareness, phonics, fluency, vocabulary, and comprehension with emphasis on mastery of foundational reading skills as defined in Minnesota Statutes, section 120B.119 and other literacy-related areas including writing until the student achieves grade-level reading and writing proficiency;
 2. elementary teachers have sufficient training to provide students with evidence-based reading and oral language instruction that meets students' developmental, linguistic, and literacy needs using the intervention methods or programs selected by the education district for the identified students;
 3. licensed teachers employed by the education district have regular opportunities to improve reading and writing instruction;
 4. licensed teachers recognize students' diverse needs in cross-cultural settings and are able to serve the oral language and linguistic needs of students who are multilingual learners by maximizing strengths in their native languages in order to cultivate students' English language development, including academic language development, and build academic literacy; and
 5. licensed teachers are well trained in culturally responsive pedagogy that enables students to master content, develop skills to access content, and build relationships.
- C. The education district must provide staff in early childhood programs sufficient training to provide children in early childhood programs with explicit, systematic instruction in phonological and phonemic awareness; oral language, including listening comprehension; vocabulary; and letter-sound correspondence.

X. LITERACY AID USES

The education district must use its literacy aid to meet the requirements and goals adopted in the education district's local literacy plan.

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

Cross References: None

624 ONLINE INSTRUCTION

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. DEFINITIONS

- A. "Blended instruction" means a form of digital instruction that occurs when a student learns part time in a supervised physical setting and part time through online instruction under paragraph (E).
- B. "Digital instruction" means instruction facilitated by technology that offers students an element of control over the time, place, path, or pace of learning and includes blended and online instruction.
- C. "Enrolling district" means the district in which a student is enrolled under Minnesota Statutes, section 120A.05, subdivision 8, or chapter 124E..
- D. "Online course syllabus" means a written document that identifies the state academic standards taught and assessed in a supplemental online course under paragraph (I); course content outline; required course assessments; instructional methods; communication procedures with students, guardians, and the enrolling district under paragraph (C); and supports available to the student.
- E. "Online instruction" means a form of digital instruction that occurs when a student learns primarily through digital technology away from a supervised physical setting.
- F. "Online instructional site" means a site that offers courses using online instruction under paragraph (E) and may enroll students receiving online instruction under paragraph (E).
- G. "Online teacher" means an employee of the enrolling district under paragraph (C) or the supplemental online course provider under paragraph (J) who holds the appropriate licensure under Minnesota Rules, chapter 8710, and is trained to provide online instruction under paragraph (E).
- H. "Student" means a Minnesota resident enrolled in a school defined under Minnesota Statutes, section 120A.22, subdivision 4, in kindergarten through grade 12 up to the age of 21.
- I. "Supplemental online course" means an online learning course taken in place of a course provided by the student's enrolling district under paragraph (C).

- J. "Supplemental online course provider" means a school district, an intermediate school district, a state-operated school, an organization of two or more school districts operating under a joint powers agreement, or a charter school located in Minnesota that is authorized by the Minnesota Department of Education (MDE) to provide supplemental online courses under paragraph (I).

IV. DIGITAL INSTRUCTION

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

V. SUPPLEMENTAL ONLINE COURSES

- A. Notwithstanding Minnesota Statutes, sections 124D.03 and 124D.08 and Minnesota Statutes, chapter 124E, procedures for applying to take supplemental online courses other than those offered by the student's enrolling district are as provided in this subdivision.
- B. Any kindergarten through grade 12 student may apply to take a supplemental online course. The student, or the student's parent or guardian for a student under age 17, must submit an application for the proposed supplemental online course or courses. A student may:
1. apply to take an online course from a supplemental online course provider that meets or exceeds the academic standards of the course in the enrolling district they are replacing;
 2. apply to take supplemental online courses for up to 50 percent of the student's scheduled course load;

3. apply to take supplemental online courses no later than 15 school days after the student's enrolling district's term has begun. An enrolling district may waive the 50 percent course enrollment limit or the 15-day time limit; and
4. enroll in additional courses with the online learning provider under a separate agreement that includes terms for paying any tuition or course fees.

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

- C. A student taking a supplemental online course must have the same access to the computer hardware and education software available in a school as all other students in the enrolling district.
- D. A supplemental online course provider must have a current, approved application to be listed by MDE as an approved provider. The supplemental online course provider must:
 1. use an application form specified by MDE;
 2. notify the student, the student's guardian if they are age 17 or younger, and enrolling district of the accepted application to take a supplemental online course within ten days of receiving a completed application;
 3. notify the enrolling district of the course title, credits to be awarded, and the start date of the online course. A supplemental online course provider must make the online course syllabus available to the enrolling district;
 4. request applicable academic support information for the student, including a copy of the IEP, EL support plan, or 504 plan; and
 5. track student attendance and monitor academic progress and communicate with the student, the student's guardian if they are age 17 or younger, and the enrolling district's designated online learning liaison.
- E. A supplemental online course provider may limit enrollment if the provider's school board or board of directors adopts by resolution specific standards for accepting and rejecting students' applications. The provisions may not discriminate against any protected class or students with disabilities.
- F. A supplemental online course provider may request that MDE review an enrolling district's written decision to not accept a student's supplemental online course application. The student may participate in the supplemental online course while the application is under review. Decisions shall be final and binding for both the enrolling district and the supplemental online course provider.
- G. A supplemental online course provider must participate in continuous improvement cycles with MDE.

VI. ENROLLING DISTRICT

- A. An enrolling district may not restrict or prevent a student from applying to take supplemental online courses.
- B. An enrolling district may request an online course syllabus to review whether the academic standards in the online course meet or exceed the academic standards in the course it would replace at the enrolling district.
- C. Within 15 days after receiving notice of a student applying to take a supplemental online course, the enrolling district must notify the supplemental online course

provider whether the student, the student's guardian, and the enrolling district agree that academic standards in the online course meet or exceed the academic standards in the course it would replace at the enrolling district. If the enrolling district does not agree that the academic standards in the online course meet or exceed the academic standards in the course it would replace at the enrolling district, then:

1. the enrolling district must provide a written explanation of the district's decision to the student, the student's guardian, and the supplemental online course provider; and
 2. the online provider must provide a response to the enrolling district explaining how the course or program meets the graduation requirements of the enrolling district.
- D. An enrolling district may reduce the course schedule of a student taking supplemental online courses in proportion to the number of supplemental online learning courses the student takes.
- E. An enrolling district must appoint an online learning liaison who:
1. provides information to students and families about supplemental online courses;
 2. provides academic support information including IEPs, EL support plans, and 504 plans to supplemental online providers; and
 3. monitors attendance and academic progress, and communicates with supplemental online learning providers, students, families, and enrolling district staff.
- F. An enrolling district must continue to provide support services to students taking supplemental online courses as they would for any other enrolled student including support for English learners, case management of an individualized education program, and meal and nutrition services for eligible students.
- G. An online learning student must receive academic credit for completing the requirements of a supplemental online learning course. If a student completes an online learning course that meets or exceeds a graduation standard or the grade progression requirement at the enrolling district, that standard or requirement is met.
- H. Secondary credits granted to a supplemental online learning student count toward the graduation and credit requirements of the enrolling district. The enrolling district must apply the same graduation requirements to all students, including students taking supplemental online courses.
- I. An enrolling district must provide access to extracurricular activities for students taking supplemental online courses on the same basis as any other enrolled student.

VII. REPORTING

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

LEGAL REFERENCES:

Minn. Stat. § 120A.21 (Enrollment of a Student in Foster Care)
Minn. Stat. § 120A.22 (Compulsory Instruction)
Minn. Stat. § 120A.24 (Reporting)
Minn. Stat. § 124D.03 (Enrollment Options Act)
Minn. Stat. § 124D.08 (School Board's Approval to Enroll in Nonresident District; Exceptions)

Minn. Stat. § 124D.094 (Online Instruction Act)
Minn. Rules Ch. 8710 (Teacher and Other School Professional
Licensing)

CROSS REFERENCES:

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

906 COMMUNITY NOTIFICATION OF PREDATORY OFFENDERS

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

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

- A. The policy of the education district is to provide information to staff regarding known predatory offenders that are moving into the school district so that they may monitor school premises for the safety of the school, its students, and employees. Staff will be notified as appropriate and have access to Offender Fact Sheets.
- B. The executive director, in cooperation with appropriate school transportation officials, will evaluate bus routes and bus stops. Bus drivers will have access to Offender Fact Sheets. If necessary, bus stops may be moved if they place children in close proximity to a predatory offender who has been convicted of crimes against children of similar ages.
- C. The executive director, in conjunction with the building principal or designee, shall prepare or provide safety information for distribution to students regarding protecting themselves from abuse, abduction, or exploitation. The education district will prepare a list of available resources. Staff will provide safety information to students on how to protect themselves against abuse, abduction, or exploitation. School officials may ask their police liaison officer or local law enforcement officials for assistance in providing instruction to staff and students.
- D. Minnesota Statutes, section 244.052, as amended, allows law enforcement agencies to disclose information about certain predatory offenders when they are released into the community. The information disclosed and to whom it is disclosed will depend upon their assessment of the level of risk posed by the predatory offender.

[NOTE: Paragraph D had appeared in the Definitions article below.]

III. DEFINITIONS

- A. "Criminal history conviction data" is public data on a convicted criminal which is compiled by the State Bureau of Criminal Apprehension (BCA).
- B. "Law enforcement agency" means the law enforcement agency having primary jurisdiction over the location where the offender expects to reside upon release.
- C. "Notification or Disclosure by Law Enforcement Agency"
 - 1. Risk Level I – The local law enforcement agency may disclose certain information to other law enforcement agencies and to any victims of or witnesses to the offense committed by the offender. There will be no disclosure to school districts.
 - 2. Risk Level II – In addition to those notified in Level I, a law enforcement agency may notify

agencies and groups the offender is likely to encounter that the offender is about to move into the community and provide to those agencies and groups an Offender Fact Sheet on the offender. School districts, private schools, day care centers, and other institutions serving those likely to be victimized by the predatory offender are included in a Level II notification.

3. Risk Level III – In most cases, the local law enforcement agencies will hold a community meeting and distribute an Offender Fact Sheet with information concerning and a photograph of the soon-to-be-released Level III offender.
- D. “Offender Fact Sheet” is a data sheet compiled by the Department of Corrections or local law enforcement agency. The Offender Fact Sheet contains both public and private data including a photograph and physical description of the predatory offender, as well as the general location of the offender’s residence.
1. A local law enforcement agency will generally provide Offender Fact Sheets for Level II predatory offenders directly to the school district.
 2. Level III Offender Fact Sheets will be distributed at a community meeting conducted by the local law enforcement agency.
- E. “Risk Level Assessment” is the level of danger to the community as established by the Minnesota Department of Corrections following a review by a committee of experts. The level of risk assigned to a soon-to-be-released offender determines the scope of notification.
- F. “Risk Levels”
1. “Level I” – Risk Level I is assigned to a predatory offender whose risk assessment score indicates a low risk of reoffense.
 2. “Level II” – Risk Level II is assigned to a predatory offender whose risk assessment score indicates a moderate risk of reoffense.
 3. “Level III” – Risk Level III is assigned to a predatory offender whose risk assessment score indicates a high risk of reoffense.

IV. PROCEDURES

A. Level II Notification

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

1. The superintendent shall notify the law enforcement agencies within the school district that all appropriate Level II and Level III notifications are to be provided at least to the superintendent of schools.
2. Upon notification of the release of a Level II predatory offender, the superintendent shall forward the Offender Fact Sheet to all building principals and central office administrators. This would include transportation, food service and buildings and grounds supervisors.
3. Principals of schools in close proximity to the Level II predatory offender’s residence shall meet with staff and show the Offender Fact Sheet to persons within the buildings who supervise students or who would be in a position to observe if the Level II offender was in or around the school. This includes, but is not limited to, administrators, teachers, coaches, paraprofessionals, custodians, clerical and office workers, food service workers, volunteers, and transportation providers.
4. The school district shall request criminal history conviction data on the Level II predatory

offender from its local law enforcement agency. On a case-by-case basis, the superintendent may determine whether to send a letter to parents with general information regarding release of the Level II offender and a copy of the criminal history conviction data that the school district obtained from its local law enforcement agency. The offender fact sheet contains data classified as private or not public under Minnesota law and may only be distributed to parents, students, or others outside the school district if it determines the release is for the purpose of securing the schools and protecting individuals under the school district's care while they are on or near school premises.

5. The building administrator shall cause the Offender Fact Sheet to be posted in each building in an area accessible to staff and employees but not the general public unless a determination has been made that public posting will help secure the school or protect students.
6. The school district shall not distribute or provide access to Level II Offender Fact Sheets to parents, students, or others outside the school district unless a determination has been made that dissemination of the data will help secure the school or protect students.

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

B. Level III Notification

1. The superintendent shall notify the law enforcement agencies within the school district that all Level III notifications of community meetings are to be provided to the superintendent of schools.
2. When a Level III predatory offender is released into a community, generally the local law enforcement agency will notify the school district of the time and location of the community meeting at which the Level III Offender Fact Sheet will be distributed to the community.
3. When the school district receives this information, the superintendent shall determine on a case-by-case basis whether the school district will notify parents and students of the time, date, and location of the community meeting.
4. When notified of a Level III predatory offender community meeting the superintendent or another school district administrator designated by the superintendent shall attend the community notification meeting.
5. When the school district receives information that a Level III predatory offender is moving into the school district, in addition to following the procedures specified above, the school district shall follow the procedures outlined for a Level II notification.
6. If the predatory offender is participating in programs offered by the school district that require or allow the person to interact with children other than the person's children, the superintendent shall notify parents of children in the school district of the contents of the Offender Fact Sheet.

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 244.052 (Predatory Offenders; Notice)
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)
34 U.S.C. 20901 *et seq.* (Jacob Wetterling, Megan Nicole Kanka, and Pam Lychner Sex Offender Registration and Notification Program)
Dept. of Admin. Advisory Op. No. 98-004

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

MSBA/MASA Model Policy 415 (Mandated Reporting of Maltreatment of
Vulnerable Adults)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
MSBA/MASA Model Policy 903 (Visitors to School District Buildings and Sites)

413 HARASSMENT AND VIOLENCE

[NOTE: State law (Minnesota Statutes, section 121A.03) requires that school districts adopt a sexual, religious, and racial harassment and violence policy that conforms with the Minnesota Human Rights Act, Minnesota Statutes, chapter 363A (MHRA). This policy complies with that statutory requirement and addresses the other classifications protected by the MHRA and/or federal law. While the recommendation is that school districts incorporate the other protected classifications, in addition to sex, religion, and race, into this policy, they are not specifically required to do so by Minnesota Statutes, section 121A.03. The Minnesota Department of Education (MDE) is required to maintain and make available a model sexual, religious, and racial harassment policy in accordance with Minnesota Statutes, section 121A.03. MDE's policy differs from that of MSBA and imposes greater requirements upon school districts than required by law. For that reason, MSBA recommends the adoption of its model policy by school districts. Each school board must submit a copy of the policy the board has adopted to the Commissioner of MDE.]

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. DEFINITIONS

- A. "Assault" is:

1. an act done with intent to cause fear in another of immediate bodily harm or death;
 2. the intentional infliction of or attempt to inflict bodily harm upon another; or
 3. the threat to do bodily harm to another with present ability to carry out the threat.
- B. "Harassment" prohibited by this policy consists of physical or verbal conduct, including, but not limited to, electronic communications, relating to an individual's or group of individuals' race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, including gender identity or expression, or disability, when the conduct:
1. has the purpose or effect of creating an intimidating, hostile, or offensive working or academic environment;
 2. has the purpose or effect of substantially or unreasonably interfering with an individual's work or academic performance; or
 3. otherwise adversely affects an individual's employment or academic opportunities.

[NOTE: In 2023, the Minnesota legislature amended the definition of "sexual orientation" in the Minnesota Human Rights Act as reflected in subpart 6 below.]

- C. "Immediately" means as soon as possible but in no event longer than 24 hours.
- D. Protected Classifications
1. "Disability" means, with respect to an individual who
 - a. has a physical sensory or mental impairment that materially limits one or more major life activities of such individual;
 - b. has a record of such an impairment;
 - c. is regarded as having such an impairment; or
 - d. has an impairment that is episodic or in remission and would materially limit a major life activity when active.
 2. "Familial status" means the condition of one or more minors having legal status or custody with:
 - a. the minor's parent or parents or the minor's legal guardian or guardians; or
 - b. the designee of the parent or parents or guardian or guardians with the written permission of the parent or parents or guardian or guardians. Familial status also means residing with and caring for one or more individuals who lack the ability to meet essential requirements for physical health, safety, or self-care because the individual or individuals are unable to receive and evaluate information or make or communicate decisions. The protections afforded against harassment or discrimination on the basis of family status apply to any person who is pregnant or is in the process of securing legal custody of an individual who has not attained the age of majority.

[NOTE: The 2024 Minnesota legislature revised the definition of "familial status."]

3. "Marital status" means whether a person is single, married, remarried, divorced, separated, or a surviving spouse and, in employment cases, includes protection against harassment or discrimination on the basis of the identity, situation, actions, or beliefs of a spouse or former spouse.
4. "National origin" means the place of birth of an individual or of any of the individual's lineal ancestors.
5. "Sex" includes, but is not limited to, pregnancy, childbirth, and disabilities related to pregnancy or childbirth.
6. "Sexual orientation" means to whom someone is, or is perceived of as being, emotionally, physically, or sexually attracted to based on sex or gender identity. A person may be attracted to men, women, both, neither, or to people who are genderqueer, androgynous, or have other gender identities.

[NOTE: The 2023 Minnesota legislature redefined 'sexual orientation' in the Minnesota Human Rights Act.]

7. "Status with regard to public assistance" means the condition of being a recipient of federal, state, or local assistance, including medical assistance, or of being a tenant receiving federal, state, or local subsidies, including rental assistance or rent supplements.
- E. "Remedial response" means a measure to stop and correct acts of harassment or violence, prevent acts of harassment or violence from recurring, and protect, support, and intervene on behalf of a student who is the target or victim of acts of harassment or violence.

F. Sexual Harassment

1. Sexual harassment includes unwelcome sexual advances, requests for sexual favors, sexually motivated physical conduct, or other verbal or physical conduct or communication of a sexual nature when:
 - a. submission to that conduct or communication is made a term or condition, either explicitly or implicitly, of obtaining employment or an education; or
 - b. submission to or rejection of that conduct or communication by an individual is used as a factor in decisions affecting that individual's employment or education; or
 - c. that conduct or communication has the purpose or effect of substantially interfering with an individual's employment or education, or creating an intimidating, hostile, or offensive employment or educational environment.
2. Sexual harassment may include, but is not limited to:
 - a. unwelcome verbal harassment or abuse;
 - b. unwelcome pressure for sexual activity;
 - c. unwelcome, sexually motivated, or inappropriate patting, pinching, or physical contact, other than necessary restraint of student(s) by teachers, administrators, or other education district personnel to avoid

physical harm to persons or property;

- d. unwelcome sexual behavior or words, including demands for sexual favors, accompanied by implied or overt threats concerning an individual's employment or educational status;
- e. unwelcome sexual behavior or words, including demands for sexual favors, accompanied by implied or overt promises of preferential treatment with regard to an individual's employment or educational status; or
- f. unwelcome behavior or words directed at an individual because of sexual orientation, including gender identity or expression.

G. Sexual Violence

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

H. Violence

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

IV. REPORTING PROCEDURES

- A. Any person who believes he or she has been the target or victim of harassment or violence on the basis of Protected Class by a student, teacher, administrator, or other education district personnel, or any person with knowledge or belief of conduct which may constitute harassment or violence prohibited by this policy toward a student, teacher, administrator, or other education district personnel or group of students, teachers, administrators, or other education district personnel should report the alleged acts immediately to an appropriate education district official designated by this policy. A person may report conduct that may constitute harassment or violence anonymously. However, the education district may not rely solely on an anonymous report to determine discipline or other remedial responses.
- B. The education district encourages the reporting party or complainant to use the report form available from the principal or building supervisor of each building or available from the education district office, but oral reports shall be considered complaints as well.
- C. Nothing in this policy shall prevent any person from reporting harassment or violence

directly to an education district human rights officer or to the executive director. If the complaint involves the building report taker, the complaint shall be made or filed directly with the executive director or the education district human rights officer by the reporting party or complainant.

D. In Each School Building

The building principal, the principal's designee, or the building supervisor (hereinafter the "building report taker") is the person responsible for receiving oral or written reports of harassment or violence prohibited by this policy at the building level. Any adult education district personnel who receives a report of harassment or violence prohibited by this policy shall inform the building report taker immediately. If the complaint involves the building report taker, the complaint shall be made or filed directly with the executive director or the education district human rights officer by the reporting party or complainant. The building report taker shall ensure that this policy and its procedures, practices, consequences, and sanctions are fairly and fully implemented and shall serve as a primary contact on policy and procedural matters.

E. A teacher, education administrator, volunteer, contractor, or other education employee shall be particularly alert to possible situations, circumstances, or events that might include acts of harassment or violence. Any such person who witnesses, observes, receives a report of, or has other knowledge or belief of conduct that may constitute harassment or violence shall make reasonable efforts to address and resolve the harassment or violence and shall inform the building report taker immediately. Education district personnel who fail to inform the building report taker of conduct that may constitute harassment or violence or who fail to make reasonable efforts to address and resolve the harassment or violence in a timely manner may be subject to disciplinary action.

F. Upon receipt of a report, the building report taker must notify the education district human rights officer immediately, without screening or investigating the report. The building report taker may request, but may not insist upon, a written complaint. A written statement of the facts alleged will be forwarded as soon as practicable by the building report taker to the human rights officer. If the report was given verbally, the building report taker shall personally reduce it to written form within 24 hours and forward it to the human rights officer. Failure to forward any harassment or violence report or complaint as provided herein may result in disciplinary action against the building report taker.

G. In the District

The education district board hereby designates Cheryl Johnson as the education district human rights officer(s) to receive reports or complaints of harassment or violence prohibited by this policy. If the complaint involves a human rights officer, the complaint shall be filed directly with the chair of the education district board.¹

Cheryl Johnson, Executive Director
Goodhue County Education District
395 Guernsey Lane, Red Wing, MN 55066
cjohnson@gced.k12.mn.us
651-388-4441

H. The education district shall conspicuously post the name of the human rights officer(s), including mailing addresses and telephone numbers.

I. Submission of a good faith complaint or report of harassment or violence prohibited by this policy will not affect the complainant or reporter's future employment, grades,

¹ In some school districts the superintendent may be the human rights officer. If so, an alternative individual should be designated by the school board.

work assignments, or educational or work environment.

- J. Use of formal reporting forms is not mandatory.
- K. Reports of harassment or violence prohibited by this policy are classified as private educational and/or personnel data and/or confidential investigative data and will not be disclosed except as permitted by law.
- L. The education district will respect the privacy of the complainant(s), the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the education district's legal obligations to investigate, to take appropriate action, and to comply with any discovery or disclosure obligations.
- M. Retaliation against a victim, good faith reporter, or a witness of violence or harassment is prohibited.
- N. False accusations or reports of violence or harassment against another person are prohibited.
- O. A person who engages in an act of violence or harassment, reprisal, retaliation, or false reporting of violence or harassment, or permits, condones, or tolerates violence or harassment shall be subject to discipline or other remedial responses for that act in accordance with the education district's policies and procedures.

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

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

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

V. INVESTIGATION

- A. By authority of the education district, the human rights officer, within three (3) days of the receipt of a report or complaint alleging harassment or violence prohibited by this policy, shall undertake or authorize an investigation. The investigation may be conducted by education district officials or by a third party designated by the education district.
- B. The investigation may consist of personal interviews with the complainant, the individual(s) against whom the complaint is filed, and others who may have knowledge of the alleged incident(s) or circumstances giving rise to the complaint. The investigation may also consist of any other methods and documents deemed pertinent by the investigator.
- C. In determining whether alleged conduct constitutes a violation of this policy, the education district should consider the surrounding circumstances, the nature of the behavior, past incidents or past or continuing patterns of behavior, the relationships between the parties involved, and the context in which the alleged incidents occurred. Whether a particular action or incident constitutes a violation of this policy requires a determination based on all the facts and surrounding circumstances.
- D. In addition, the education district may take immediate steps, at its discretion, to protect the target or victim, the complainant, and students, teachers, administrators,

or other education district personnel pending completion of an investigation of alleged harassment or violence prohibited by this policy.

- E. The alleged perpetrator of the act(s) of harassment or violence shall be allowed the opportunity to present a defense during the investigation or prior to the imposition of discipline or other remedial responses.
- F. The investigation will be completed as soon as practicable. The education district human rights officer shall make a written report to the executive director upon completion of the investigation. If the complaint involves the executive director, the report may be filed directly with the education district board. The report shall include a determination of whether the allegations have been substantiated as factual and whether they appear to be violations of this policy.

VI. SCHOOL DISTRICT ACTION

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

VII. RETALIATION OR REPRISAL

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

VIII. RIGHT TO ALTERNATIVE COMPLAINT PROCEDURES

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

and/or federal law.

IX. HARASSMENT OR VIOLENCE AS ABUSE

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

X. DISSEMINATION OF POLICY AND TRAINING

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

Legal References: Minn. Stat. § 120B.232 (Character Development Education)
Minn. Stat. § 120B.234 (Child Sexual Abuse Prevention Education)
Minn. Stat. § 121A.03, Subd. 2 (Sexual, Religious, and Racial Harassment and Violence Policy)
Minn. Stat. § 121A.031 (School Student Bullying Policy)
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
Minn. Stat. § 609.341 (Definitions)
Minn. Stat. Ch. 260E (Reporting of Maltreatment of Minors)
20 U.S.C. §§ 1681-1688 (Title IX of the Education Amendments of 1972)
29 U.S.C. § 621 *et seq.* (Age Discrimination in Employment Act)
29 U.S.C. § 794 (Section 504 of the Rehabilitation Act of 1973)
42 U.S.C. § 1983 (Civil Action for Deprivation of Rights)
42 U.S.C. § 2000d *et seq.* (Title VI of the Civil Rights Act of 1964)
42 U.S.C. § 2000e *et seq.* (Title VII of the Civil Rights Act)
42 U.S.C. § 12101 *et seq.* (Americans with Disabilities Act)

Cross References: MSBA/MASA Model Policy 102 (Equal Educational Opportunity)
MSBA/MASA Model Policy 401 (Equal Employment Opportunity)
MSBA/MASA Model Policy 402 (Disability Nondiscrimination Policy)
MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 406 (Public and Private Personnel Data)
MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)
MSBA/MASA Model Policy 415 (Mandated Reporting of Maltreatment of

Vulnerable Adults)

MSBA/MASA Model Policy 506 (Student Discipline)

MSBA/MASA Model Policy 514 (Bullying Prohibition Policy)

MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)

MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)

MSBA/MASA Model Policy 522 (Title IX Sex Nondiscrimination, Grievance Procedures and Process)

MSBA/MASA Model Policy 524 (Internet Acceptable Use and Safety Policy)

MSBA/MASA Model Policy 525 (Violence Prevention)

MSBA/MASA Model Policy 526 (Hazing Prohibition)

MSBA/MASA Model Policy 528 (Student Parental, Family, and Marital Status Nondiscrimination)

414 MANDATED REPORTING OF CHILD NEGLECT OR PHYSICAL OR SEXUAL ABUSE

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

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. DEFINITIONS

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

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

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

- G. "Nonmaltreatment mistake" occurs when: (1) at the time of the incident, the individual was performing duties identified in the center's child care program plan required under Minnesota Rules, part 9503.0045; (2) the individual has not been determined responsible for a similar incident that resulted in a finding of maltreatment for at least seven years; (3) the individual has not been determined to have committed a similar nonmaltreatment mistake under this paragraph for at least four years; (4) any injury to a child resulting from the incident, if treated, is treated only with remedies that are available over the counter, whether ordered by a medical professional or not; and (5) except for the period when the incident occurred, the facility and the individual providing services were both in compliance with all licensing requirements relevant to the incident. This definition only applies to child care centers licensed under Minnesota Rules, chapter 9503.
- H. "Person responsible for the child's care" means (1) an individual functioning within the family unit and having responsibilities for the care of the child such as a parent, guardian, or other person having similar care responsibilities, or (2) an individual functioning outside the family unit and having responsibilities for the care of the child such as a teacher, school administrator, other school employee or agent, or other lawful custodian of a child having either full-time or short-term care responsibilities including, but not limited to, day care, babysitting whether paid or unpaid, counseling, teaching, and coaching.
- I. "Physical abuse" means any physical injury, mental injury (under subdivision 13), or threatened injury (under subdivision 23), inflicted by a person responsible for the child's care on a child other than by accidental means; or any physical or mental injury that cannot reasonably be explained by the child's history of injuries, or any aversive or deprivation procedures, or regulated interventions, that have not been authorized by Minnesota Statutes, section 125A.0942 or 245.825.

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

Actions that are not reasonable and moderate include, but are not limited to, any of the following: (1) throwing, kicking, burning, biting, or cutting a child; (2) striking a child with a closed fist; (3) shaking

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

- J. "Report" means any communication received by the local welfare agency, police department, county sheriff, or agency responsible for child protection pursuant to this section that describes maltreatment of a child and contains sufficient content to identify the child and any person believed to be responsible for the maltreatment, if known.
- K. "School personnel" means professional employee or professional's delegate of the education district who provides health, educational, social, psychological, law enforcement, or child care services.
- L. "Sexual abuse" means the subjection of a child by a person responsible for the child's care, by a person who has a significant relationship to the child (as defined in Minnesota Statutes, section 609.341, subdivision 15), or by a person in a current or recent position of authority (as defined in Minnesota Statutes, section 609.341, subdivision 10) to any act which constitutes a violation of Minnesota statutes prohibiting criminal sexual conduct. Such acts include sexual penetration, sexual contact, solicitation of children to engage in sexual conduct, and communication of sexually explicit materials to children. Sexual abuse also includes any act involving a minor that constitutes a violation of Minnesota statutes prohibiting prostitution or use of a minor in a sexual performance. Sexual abuse includes all reports of known or suspected child sex trafficking involving a child who is identified as a victim of sex trafficking. Sexual abuse includes threatened sexual abuse which includes the status of a parent or household member who has committed a violation that requires registration under Minnesota Statutes, section 243.166, subdivision 1b(a) or (b).
- M. "Threatened injury" means a statement, overt act, condition, or status that represents a substantial risk of physical or sexual abuse or mental injury. Threatened injury includes, but is not limited to, exposing a child to a person responsible for the child's care who has (1) subjected the child to, or failed to protect a child from, an overt act or condition that constitutes egregious harm **under Minnesota Statutes, section 260E.03, subdivision 5, or a similar law of another jurisdiction**; (2) been found to be palpably unfit **under Minnesota Statutes, section 260C.301, subdivision 1, paragraph (b), clause 3, or a similar law of another jurisdiction**; (3) committed an act that resulted in an involuntary termination of parental rights **under Minnesota Statutes, section 260C.301, or a similar law of another jurisdiction**; or (4) or committed an act that resulted in the involuntary transfer of permanent legal and physical custody of a child to a relative **or parent under Minnesota Statutes, section 260C.515, subdivision 4, or a similar law of another jurisdiction**.

IV. REPORTING PROCEDURES

- A. A mandated reporter shall immediately report the information to the local welfare agency, agency responsible for assessing or investigating the report, police department, county sheriff, tribal social services agency, or tribal police department. The reporter will include his or her name and address in the report.
- B. An oral report shall be made immediately by telephone or otherwise. The oral report shall be followed by a written report within 72 hours (exclusive of weekends and holidays) to the appropriate police department, the county sheriff, local welfare agency, or agency responsible for assessing or investigating the report. Any report shall be of sufficient content to identify the child, any person believed to be responsible for the maltreatment of the child if the person is known, the nature and extent of the maltreatment, and the name and address of the reporter.

- C. Regardless of whether a report is made, as soon as practicable after a school receives information regarding an incident that may constitute maltreatment of a child in a school facility, the school shall inform the parent, legal guardian, or custodian of the child that an incident has occurred that may constitute maltreatment of the child, when the incident occurred, and the nature of the conduct that may constitute maltreatment.
- D. A mandated reporter who knows or has reason to know of the deprivation of custodial or parental rights or the kidnapping of a child shall report the information to the local police department or the county sheriff.
- E. With the exception of a health care professional or a social service professional who is providing the woman with prenatal care or other health care services, a mandated reporter shall immediately report to the local welfare agency if the person knows or has reason to believe that a woman is pregnant and has used a controlled substance for a nonmedical purpose during the pregnancy, including, but not limited to, tetrahydrocannabinol, or has consumed alcoholic beverages during the pregnancy in any way that is habitual or excessive.
- F. A person mandated by Minnesota law and this policy to report who fails to report may be subject to criminal penalties and/or discipline, up to and including termination of employment.
- G. An employer of a mandated reporter shall not retaliate against the person for reporting in good faith maltreatment against a child with respect to whom a report is made, because of the report.
- H. Any person who knowingly or recklessly makes a false report under the provisions of applicable Minnesota law or this policy shall be liable in a civil suit for any actual damages suffered by the person or persons so reported and for any punitive damages set by the court or jury, plus costs and reasonable attorney fees. Knowingly or recklessly making a false report also may result in discipline.

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

V. INVESTIGATION

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

receipt of the notification unless another time is considered necessary by agreement between the school officials and the local welfare or law enforcement agency. Every effort must be made to reduce the disruption of the educational program of the child, other students, or school employees when an interview is conducted on school premises.

- D. Where the alleged offender is believed to be a school official or employee, the education district shall conduct its own investigation independent of MDE and, if involved, the local welfare or law enforcement agency.
- E. Upon request by MDE, the education district shall provide all requested data that are relevant to a report of maltreatment and are in the possession of a school facility, pursuant to an assessment or investigation of a maltreatment report of a student in school. The education district shall provide the requested data in accordance with the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes, chapter 13, and the Family Educational Rights and Privacy Act, 20 United States Code, section 1232g.

VI. MAINTENANCE OF SCHOOL RECORDS CONCERNING ABUSE OR POTENTIAL ABUSE

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

VII. PHYSICAL OR SEXUAL ABUSE AS SEXUAL HARASSMENT OR VIOLENCE

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

VIII. DISSEMINATION OF POLICY AND TRAINING

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

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

20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)

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

418 DRUG-FREE WORKPLACE/DRUG-FREE SCHOOL

[NOTE: Districts are required by statute to have a policy addressing these issues.]

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. DEFINITIONS

- A. "Alcohol" includes any alcoholic beverage containing more than one-half of one percent alcohol by volume.
- B. "Controlled substances" include narcotic drugs, hallucinogenic drugs, amphetamines, barbiturates, marijuana, anabolic steroids, or any other controlled substance as defined in Schedules I through V of the Controlled Substances Act, 21 United States Code, section 812, including analogues and look-alike drugs.
- C. "Edible cannabinoid product" means any product that is intended to be eaten or consumed as a beverage by humans, contains a cannabinoid in combination with food ingredients, and is not a drug.
- D. "Nonintoxicating cannabinoid" means substances extracted from certified hemp plants that do not produce intoxicating effects when consumed by injection, inhalation, ingestion, or by any other immediate means.
- E. "Medical cannabis" means any species of the genus cannabis plant, or any mixture or preparation of them, including whole plant extracts and resins, and is delivered in the form of: (1) liquid, including, but not limited to, oil; (2) pill; (3) vaporized delivery method with use of liquid or oil but which does not require the use of dried leaves or plant form; (4) combustion with use of dried raw cannabis; or (5) any other method approved by the Commissioner of the Minnesota Department of Health ("Commissioner").
- F. "Possess" means to have on one's person, in one's effects, or in an area subject to one's control.

- G. "School location" includes any school building or on any school premises; in any school-owned vehicle or in any other school-approved vehicle used to transport students to and from school or school activities; off school property at any school-sponsored or school-approved activity, event, or function, such as a field trip or athletic event, where students are under the jurisdiction of the education district; or during any period of time such employee is supervising students on behalf of the education district or otherwise engaged in school district business.
- H. "Sell" means to sell, give away, barter, deliver, exchange, distribute or dispose of to another, or to manufacture; or to offer or agree to perform such an act, or to possess with intent to perform such an act.
- I. "Toxic substances" includes: (1) glue, cement, aerosol paint, containing toluene, benzene, xylene, amyl nitrate, butyl nitrate, nitrous oxide, or containing other aromatic hydrocarbon solvents, but does not include glue, cement, or paint contained in a packaged kit for the construction of a model automobile, airplane, or similar item; (2) butane or a butane lighter; or (3) any similar substance declared to be toxic to the central nervous system and to have a potential for abuse, by a rule adopted by the Commissioner.
- I. "Use" means to sell, buy, manufacture, distribute, dispense, be under the influence of, or consume in any manner, including, but not limited to, consumption by injection, inhalation, ingestion, or by any other immediate means.

IV. EXCEPTIONS

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

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

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

[NOTE: The 20254 Minnesota legislature amended this law.] ~~to add this protection.~~

V. PROCEDURES

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

[NOTE: School districts are required by Minnesota Statutes, section 121A.22 to develop procedures for the administration of drugs and medicine. If the education district does not have a student medication policy such as MSBA/MASA Model Policy 516, this Paragraph A. can be modified to provide: "Students who have a prescription from a physician for medical treatment with a controlled substance, except medical cannabis, nonintoxicating cannabinoids, or edible cannabinoid products, must provide a copy of the prescription and the medication to the school nurse, principal, or other designated staff member. The education district's licensed school nurse, trained health clerk, principal, or teacher will administer the prescribed medication except medical cannabis, nonintoxicating cannabinoids, or edible cannabinoid products, in accordance with school district procedures."]

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

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

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

VI. SCHOOL PROGRAMS

- A. Starting in the 2026-2027 school year, the education district must implement a comprehensive education program on cannabis use and substance use, including but not limited to the use of fentanyl or mixtures containing fentanyl, for students in middle school and high school. The program must include instruction on the topics listed in Minnesota Statutes, section 120B.215, subdivision 1 and must:

1. respect community values and encourage students to communicate with parents, guardians, and other trusted adults about cannabis use and substance use, including but not limited to the use of fentanyl or mixtures containing fentanyl; and
2. refer students to local resources where students may obtain medically accurate information about cannabis use and substance use, including but not limited to the use of fentanyl or mixtures containing fentanyl, and treatment for a substance use disorder.

[NOTE: MDE information on this requirement is provided in the Resources section of this model policy.]

- B. School district efforts to develop, implement, or improve instruction or curriculum as a result of the provisions of this section must be consistent with Minnesota Statutes, sections 120B.10 and 120B.11.
- C. Notwithstanding any law to the contrary, the education district shall have a procedure for a parent, a guardian, or an adult student 18 years of age or older to review the content of the instructional materials to be provided to a minor child or to an adult student pursuant to this article. The district must allow a parent or adult student to opt out of instruction under this article with no academic or other penalty for the student and must inform parents and adult students of this right to opt out.

VII. ENFORCEMENT

A. Students

1. Students may be required to participate in programs and activities that provide education against the use of alcohol, tobacco, marijuana, smokeless tobacco products, electronic cigarettes, and nonintoxicating cannabinoids, and edible cannabinoid products.
2. Students may be referred to drug or alcohol assistance or rehabilitation programs; school based mental health services, mentoring and counseling, including early identification of mental health symptoms, drug use and violence and appropriate referral to direct individual or group counselling service, which may be provided by school based mental health services providers; and/or referral to law enforcement officials when appropriate.
3. A student who violates the terms of this policy shall be subject to discipline in accordance with the education district's discipline policy. Such discipline may include suspension or expulsion from school.

B. Employees

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

shall be pursuant to and in accordance with applicable statutory authority, collective bargaining agreements, and school district policies.

C. The Public

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

Legal References: Minn. Stat. § 120B.215 (Education on Cannabis Use and Substance Use)
Minn. Stat. § 121A.22 (Administration of Drugs and Medicine)
Minn. Stat. § 121A.40-§ 121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 151.72 (Sale of Certain Cannabinoid Products)
Minn. Stat. § 152.01, Subd. 15a (Definitions)
Minn. Stat. § 152.0264 (Cannabis Sale Crimes)
Minn. Stat. § 152.22, Subd. 6 (Definitions; Medical Cannabis)
Minn. Stat. § 152.23 (Limitations; Medical Cannabis)
Minn. Stat. § 169A.31 (Alcohol-Related School Bus or Head Start Bus Driving)
Minn. Stat. § 340A.101 (Definitions; Alcoholic Beverage)
Minn. Stat. § 340A.403 (3.2 Percent Malt Liquor Licenses)
Minn. Stat. § 340A.404 (Intoxicating Liquor; On-Sale Licenses)
Minn. Stat. § 342.09 (Personal Adult Use of Cannabis)
Minn. Stat. § 342.56 (Limitations)
Minn. Stat. § 609.684 (Abuse of Toxic Substances)
Minn. Stat. § 624.701 (Alcohol in Certain Buildings or Grounds)
20 U.S.C. § 7101-7122 (Student Support and Academic Enrichment Grants)
21 U.S.C. § 812 (Schedules of Controlled Substances)
41 U.S.C. §§ 8101-8106 (Drug-Free Workplace Act)
21 C.F.R. §§ 1308.11-1308.15 (Controlled Substances)
34 C.F.R. Part 84 (Government-Wide Requirements for Drug-Free Workplace)

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

Resources: To support the requirements for school districts and charter schools outlined in [Minnesota Statute 2024, section 120B.215, subdivision 2](#), and in accordance with subdivision 1, MDE, in collaboration with MDH, the Minnesota Department of Human Services (DHS), and education experts, has created a

[List of Model Cannabis Education Programs for School District and Charter School Consideration.](#)

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

Please visit [MDE's Health Education webpage](#) for more information.

425 STAFF DEVELOPMENT AND MENTORING

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

I. PURPOSE

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

II. ADVISORY STAFF DEVELOPMENT COMMITTEE AND SITE PROFESSIONAL DEVELOPMENT TEAMS

A. The school board will establish an Advisory Staff Development Committee to develop a Staff Development Plan, assist Site Professional Development Teams in developing a site plan consistent with the goals of the Staff Development Plan, and evaluate staff development efforts at the site level.

1. The majority of the membership of the Advisory Staff Development Committee shall consist of teachers representing various grade levels, subject areas, and special education. The Committee also will include nonteaching staff, parents, and administrators.
2. Members of the Advisory Staff Development Committee shall be appointed by the school administration. Committee members shall serve a two-year term^{1*} based upon nominations by board members, teachers, and paraprofessionals. The school administration shall appoint replacement members of the Advisory Staff Development Committee as soon as possible following the resignation, death, serious illness, or removal of a member from the Committee.

B. The school board will establish the Site Professional Development Teams.

1. Members of the Site Professional Development Teams will be appointed by the school administration. Team members shall serve a two-year term* based upon nominations by board members, teachers, and paraprofessionals. The school administration shall appoint replacement members of the Site Professional Development Teams as soon as possible following the resignation, death, serious illness, or removal of a member from the Team.
2. The majority of the Site Professional Development Teams shall be teachers representing various grade levels, subject areas, and special education.

III. DUTIES OF THE ADVISORY STAFF DEVELOPMENT COMMITTEE

A. The Advisory Staff Development Committee will develop a Staff Development Plan that will be reviewed and subject to approval by the school board twice a year.^{2*}

B. The Staff Development Plan must contain the following elements:

1. Staff development outcomes that are consistent with the education outcomes as may be determined periodically by the school board;

[NOTE: The board-determined education outcomes for your district could be inserted here.]

2. The means to achieve the Staff Development outcomes;

^{1*} This time period may be changed to accommodate individual school district needs.

3. The procedures for evaluating progress at each school site toward meeting educational outcomes consistent with relicensure requirements under Minnesota Statutes, section 122A.187;
4. Ongoing staff development activities that contribute toward continuous improvement in achievement of the following goals:
 - a. Improve student achievement of state and local education standards in all areas of the curriculum, including areas of regular academic and applied and experiential learning, by using research-based best practices methods;
 - b. Effectively meet the needs of a diverse student population, including at-risk children, children with disabilities, English learners, and gifted children, within the regular classroom, applied and experiential learning settings, and other settings;
 - c. Provide an inclusive curriculum for a racially, ethnically, linguistically, and culturally diverse student population that is consistent with state education diversity rule and the district's education diversity plan;
 - d. Improve staff collaboration and develop mentoring and peer coaching programs for teachers new to the school or district;
 - e. Effectively teach and model violence prevention policy and curriculum that address early intervention alternatives, issues of harassment, and teach nonviolent alternatives for conflict resolution;
 - f. Effectively deliver digital and blended learning and curriculum and engage students with technology; and
 - g. Provide teachers and other members of site-based management teams with appropriate management and financial management skills.
5. The Staff Development Plan also must:
 - a. Support stable and productive professional communities achieved through ongoing and schoolwide progress and growth in teaching practice;
 - b. Emphasize coaching, professional learning communities, classroom action research, and other job-embedded models;
 - c. Maintain a strong subject matter focus premised on students' learning goals consistent with Minnesota Statutes, section 120B.125;
 - d. Ensure specialized preparation and learning about issues related to teaching English learners and students with special needs by focusing on long-term systemic efforts to improve educational services and opportunities and raise student achievement; and
 - e. Reinforce national and state standards of effective teaching practice.
6. Staff development activities must:
 - a. Focus on the school classroom and research-based strategies that improve student learning;
 - b. Provide opportunities for teachers to practice and improve their instructional skills over time;
 - c. Provide opportunities for teachers to use student data as part of their daily work to increase student achievement;

- d. Enhance teacher content knowledge and instructional skills, including to accommodate the delivery of digital and blended learning and curriculum and engage students with technology;
 - e. Align with state and local academic standards;
 - f. Provide opportunities to build professional relationships, foster collaboration among principals and staff who provide instruction, and provide opportunities for teacher-to-teacher mentoring;
 - g. Align with the plan, if any, of the district or site for an alternative teacher professional pay system;
 - h. Provide teachers of English learners, including English as a second language, and content teachers with differentiated instructional strategies critical for ensuring students long-term academic success, the means to effectively use assessment data on the academic literacy, oral academic language, and English language development of English learners, and skills to support native and English language development across the curriculum; and
 - i. Provide opportunities for staff to learn about current workforce trends, the connections between workforce trends and postsecondary education, and training options, including career and technical education options.
7. Staff development activities may include curriculum development and curriculum training programs and activities that provide teachers and other members of site-based teams training to enhance team performance.
8. The education district may implement other staff development activities required by law and activities associated with professional teacher compensation models.

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

- C. The Advisory Staff Development Committee will assist Site Professional Development Teams in developing a site plan consistent with the goals and outcomes of the Staff Development Plan.
- D. The Advisory Staff Development Committee will evaluate staff development efforts at the site level and will report to the school board on a quarterly basis^{3*} the extent to which staff at the site have met the outcomes of the Staff Development Plan.
- E. In addition to developing a Staff Development Plan, the Staff Development Advisory Committee also must develop teacher mentoring programs for teachers new to the profession or education district, including teaching residents, teachers of color, teachers who are American Indian, teachers in license shortage areas, teachers with special needs, or experienced teachers in need of peer coaching. Teacher mentoring programs must be included in or aligned with the education district's teacher evaluation and peer review processes under Minnesota Statutes, sections 122A.40, subdivision 8 or 122A.41, subdivision 5.
- F. The Advisory Staff Development Committee shall assist the education district in preparing any reports required by the Minnesota Department of Education (MDE) relating to staff development or teacher

^{3*} This time period may be changed to accommodate individual school district needs.

mentoring including, but not limited to, the reports referenced in Section VII. below.

IV. DUTIES OF THE SITE PROFESSIONAL DEVELOPMENT TEAM

- A. Each Site Professional Development Team shall develop a site plan, consistent with the goals of the Staff Development Plan. The school board will review the site plans for consistency with the Staff Development Plan twice a year.*
- B. The Site Professional Development Team must demonstrate to the school board the extent to which staff at the site have met the outcomes of the Staff Development Plan. The actual reports to the school board can be made by the Advisory Staff Development Committee to avoid duplication of effort.
- C. If the school board determines that staff development outcomes are not being met, it may withhold a portion of the initial allocation of revenue referenced in Section V. below.

V. STAFF DEVELOPMENT FUNDING

- A. Unless the education district is in statutory operating debt or a majority of the school board and a majority of its licensed teachers annually vote to waive the requirement to reserve basic revenue for staff development, the education district will reserve an amount equal to at least two percent of its basic revenue for: (1) teacher development and evaluation under Minnesota Statutes, section 122A.40, subdivision 8 or 122A.41, subdivision 5; (2) principal development and evaluation under section 123B.147, subdivision. 3; (3) professional development under section 122A.60; (4) in-service education for programs under section 120B.22, subdivision 2; and (5) teacher mentorship under section 122A.70, subdivision 1. To the extent extra funds remain, staff development revenue may be used for development plans, including plans for challenging instructional activities and experiences under section 122A.60, and for curriculum development and programs, other in-service education, teacher's workshops, teacher conferences, the cost of substitute teachers for staff development purposes, preservice and in-service education for special education professionals and paraprofessionals, and other related costs for staff development efforts. The education district also may use the revenue reserved for staff development for grants to the education district's teachers to pay for coursework and training leading to certification as either a college in the schools teacher or a concurrent enrollment teacher. To receive a grant, the teacher must be enrolled in a program that includes coursework and training focused on teaching a core subject.
- B. The education district may, in its discretion, expend an additional amount of unreserved revenue for staff development based on its needs.
- C. Release time provided for teachers to supervise students on field trips and school activities, or independent tasks not associated with enhancing the teacher's knowledge and instructional skills, such as preparing report cards, calculating grades, or organizing classroom materials, may not be counted as staff development time that is financed with staff development reserved revenue under Minnesota Statutes, section 122A.61.

VI. PROCEDURE FOR USE OF STAFF DEVELOPMENT FUNDS

- A. On a yearly^{4*} basis, the Advisory Staff Development Committee, with the assistance of the Site Professional Development Teams, shall prepare a projected budget setting forth proposals for allocating staff development and mentoring funds reserved for each school site. Such budgets shall include, but not be limited to, projections as to the cost of building site training programs, costs of individual staff seminars, and cost of substitutes.
- B. Upon approval of the budget by the school board, the Advisory Committee shall be responsible for monitoring the use of such funds in accordance with the Staff Development Plan and budget. The requested use of staff development funds must meet or make progress toward the goals and objectives of the Staff Development Plan. All costs/expenditures will be reviewed by the school board

^{4*} This time period may be changed to accommodate individual education district needs.

and/or superintendent for consistency with the Staff Development Plan on a quarterly basis.*

- C. Individual requests from staff for leave to attend staff development activities shall be submitted and reviewed according to education district policy, staff procedures, contractual agreement, and the effect on education district operations. Failure to timely submit such requests may be cause for denial of the request.
- D. The education district may use staff development revenue, special grant programs established by the legislature, or another funding source to pay a stipend to a mentor who may be a current or former teacher who has taught at least three (3) years and is not on an improvement plan. Other initiatives using such funds. or funds available under Minnesota Statutes, sections 124D.861 and 124D.862, may include:
 - 1. additional stipends as incentives to mentors of color or who are American Indian;
 - 2. financial supports for professional learning community affinity groups across schools within and between districts for teachers from underrepresented racial and ethnic groups to come together throughout the school year;
 - 3. programs for induction aligned with the education district or school mentorship program during the first three (3) years of teaching, especially for teachers from underrepresented racial and ethnic groups; or
 - 4. grants supporting licensed and nonlicensed educator participation in professional development, such as workshops and graduate courses, related to increasing student achievement for students of color and American Indian students in order to close opportunity and achievement gaps.

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

VII. PARAPROFESSIONALS, TITLE I AIDES, AND OTHER INSTRUCTIONAL SUPPORT STAFF

- A. The education district must provide a minimum of eight hours of paid orientation or professional development annually to all paraprofessionals, Title I aides, and other instructional support staff. Six of the eight hours must be completed before the first instructional day of the school year or within 30 days of hire. The education district must consult the exclusive representative for employees receiving this training before creating or planning the training required under this section.
- B. The orientation or professional development must be relevant to the employee's occupation and may include collaboration time with classroom teachers and planning for the school year.
- C. For paraprofessionals who provide direct support to students, at least 50 percent of the professional development or orientation must be dedicated to meeting the requirements of this section. Professional development for paraprofessionals may also address the requirements of Minnesota Statutes, section 120B.363, subdivision 3.
- D. A school administrator must provide an annual certification of compliance with this requirement to the MDE Commissioner.
- ~~E. For the 2024-2025 school year only, a school may reduce the hours of training required in paragraphs (b) to (e) to a minimum of six hours and must pay for paraprofessional test materials and testing fees for any paraprofessional employed by the school district during the 2023-2024 school year who has not yet successfully completed the paraprofessional assessment or met the requirements of the paraprofessional competency grid.¶~~

~~[NOTE: The 2024 Minnesota legislature added these provisions. Paragraph E is in effect for the 2024-25 school year only.]~~

VIII. REPORTING

- A. The education district and site staff development committee shall prepare a report of the previous fiscal year's staff development activities and expenditures as part of the education district's comprehensive achievement and civic readiness report.
1. The report must include assessment and evaluation data indicating progress toward district and site staff development goals based on teaching and learning outcomes, including the percentage of teachers and other staff involved in instruction who participate in effective staff development activities.
 2. The report will provide a breakdown of expenditures for:
 - a. Curriculum development and curriculum training programs;
 - b. Staff development training models, workshops, and conferences; and
 - c. The cost of releasing teachers or providing substitute teachers for staff development purposes.
- The report also must indicate whether the expenditures were incurred at the district level or the school site level and whether the school site expenditures were made possible by the grants to school sites that demonstrate exemplary use of allocated staff development revenue. These expenditures must be reported using the uniform financial and accounting and reporting standards (UFARS).
3. The report will be signed by the Executive Director and staff development chair.
- B. To the extent the education district receives a grant for mentorship activities described in Section V.D., by June 30 of each year after receiving a grant, the site staff development committee must submit a report to the Professional Educator Licensing and Standards Board on program efforts that describes mentoring and induction activities and assesses the impact of these programs on teacher effectiveness and retention.

Legal References: Minn. Stat. § 120A.41 (Length of School Year; Days of Instruction)
Minn. Stat. § 120A.415 (Extended School Calendar)
Minn. Stat. § 120B.125 (Planning for Students' Successful Transition to Postsecondary Education and Employment; Personal Learning Plans)
Minn. Stat. § 120B.22, Subd. 2 (Violence Prevention Education)
Minn. Stat. § 121A.642 (Paraprofessional Training)
Minn. Stat. § 122A.187 (Expiration and Renewal)
Minn. Stat. § 122A.40, Subds. 7, 7a and 8 (Employment; Contracts; Termination - Additional Staff Development and Salary)
Minn. Stat. § 122A.41, Subds. 4, 4a and 5 (Teacher Tenure Act; Cities of the First Class; Definitions - Additional Staff Development and Salary)
Minn. Stat. § 122A.60 (Staff Development Program)
Minn. Stat. § 122A.70 (Teacher Mentorship and Retention of Effective Teachers)
Minn. Stat. § 122A.61 (Reserved Revenue for Staff Development)
Minn. Stat. § 123B.147, Subd. 3 (Principals)
Minn. Stat. § 124D.861 (Achievement and Integration for Minnesota)
Minn. Stat. § 124D.862 (Achievement and Integration Revenue)
Minn. Stat. § 126C.10, Subds. 2 and 2b (General Education Revenue)
Minn. Stat. § 126C.13, Subd. 5 (General Education Levy and Aid)

Cross References: None.

501 SCHOOL WEAPONS POLICY

[NOTE: Districts are required by statute to have a policy addressing these issues. ATTENTION: This policy incorporates certain provisions of the Minnesota Citizens' Personal Protection Act (often referred to as the "conceal and carry" law).]

I. PURPOSE

The purpose of this policy is to assure a safe school environment for students, staff and the public.

II. GENERAL STATEMENT OF POLICY

No student or nonstudent, including adults and visitors, shall possess, use, or distribute a weapon when in a school location except as provided in this policy. The education district will act to enforce this policy and to discipline or take appropriate action against any student, teacher, administrator, school employee, volunteer, or member of the public who violates this policy.

III. DEFINITIONS

- A. "Dangerous Weapon" means any firearm, whether loaded or unloaded, or any device designed as a weapon and capable of producing death or great bodily harm, any combustible or flammable liquid or other device or instrumentality that, in the manner it is used or intended to be used, is calculated or likely to produce death or great bodily harm, or any fire that is used to produce death or great bodily harm. As used in this definition, "flammable liquid" means any liquid having a flash point below 100 degrees Fahrenheit and having a vapor pressure not exceeding 40 pounds per square inch (absolute) at 100 degrees Fahrenheit but does not include intoxicating liquor. As used in this subdivision, "combustible liquid" is a liquid having a flash point at or above 100 degrees Fahrenheit.
- B. "Possession" means having a weapon on one's person or in an area subject to one's control in a school location.
- C. "School Location" includes any school building or grounds, whether leased, rented, owned or controlled by the school, locations of school activities or trips, bus stops, school buses or school vehicles, school-contracted vehicles, the area of entrance or departure from school premises or events, all locations where school-related functions are conducted, and anywhere students are under the jurisdiction of the education district.
- D. "Weapon"
 - 1. A "weapon" means any object, device or instrument designed as a weapon or through its use is capable of threatening or producing bodily harm or which may be used to inflict self-injury including, but not limited to, any firearm, whether loaded or unloaded; airguns; pellet guns; BB guns; all knives; blades; clubs; metal knuckles; numchucks; throwing stars; explosives; fireworks; mace and other propellants; stunguns; ammunition; poisons; chains; arrows; and objects that have been modified to serve as a weapon.
 - 2. No person shall possess, use, or distribute any object, device or instrument having the appearance of a weapon and such objects, devices or instruments shall be treated as weapons including, but not limited to, weapons listed above which are broken or non-functional, look-alike guns; toy guns; and any object that is a facsimile of a real weapon.
 - 3. No person shall use articles designed for other purposes (i.e., lasers or laser pointers, belts, combs, pencils, files, scissors, etc.), to inflict bodily harm and/or intimidate and such use will be treated as the possession and use of a weapon.

[NOTE: In June 2025, MSBA organized these definitions in alphabetical order.]

IV. EXCEPTIONS

- A. A student who finds a weapon on the way to school or in a school location, or a student who discovers that he or she accidentally has a weapon in his or her possession, and takes the weapon immediately to the principal's office shall not be considered to possess a weapon. If it would be impractical or dangerous to take the weapon to the principal's office, a student shall not be considered to possess a weapon if he or she immediately turns the weapon over to an administrator, teacher or head coach or immediately notifies an administrator, teacher or head coach of the weapon's location.
- B. It shall not be a violation of this policy if a nonstudent (or student where specified) falls within one of the following categories:
1. active licensed peace officers;
 2. military personnel, or students or nonstudents participating in military training, who are on duty performing official duties;
 3. persons authorized to carry a pistol under Minnesota Statutes, section 624.714 while in a motor vehicle or outside of a motor vehicle for the purpose of directly placing a firearm in, or retrieving it from, the trunk or rear area of the vehicle;
 4. persons who keep or store in a motor vehicle pistols in accordance with Minnesota Statutes, section 624.714 or 624.715 or other firearms in accordance with Minnesota Statutes, section 97B.045;
 - a. Minnesota Statutes, section 624.714 specifies procedures and standards for obtaining pistol permits and penalties for the failure to do so. Minnesota Statutes, section 624.715 defines an exception to the pistol permit requirements for "antique firearms which are carried or possessed as curiosities or for their historical significance or value."
 - b. Minnesota Statutes, section 97B.045 generally provides that a firearm may not be transported in a motor vehicle unless it is (1) unloaded and in a gun case without any portion of the firearm exposed; (2) unloaded and in the closed trunk; or (3) a handgun carried in compliance with sections 624.714 and 624.715.
 5. firearm safety or marksmanship courses or activities for students or nonstudents conducted on school property;
 6. possession of dangerous weapons, BB guns, or replica firearms by a ceremonial color guard;
 7. a gun or knife show held on school property;
 8. possession of dangerous weapons, BB guns, or replica firearms with written permission of the principal or other person having general control and supervision of the school or the director of a child care center; or
 9. persons who are on unimproved property owned or leased by a child care center, school or school district unless the person knows that a student is currently present on the land for a school-related activity.

[NOTE: Nothing prevents a school district from being more stringent in its weapons policy with respect to students and school district employees than the criminal law, except that the education district may not prohibit the lawful carry or possession of firearms in a parking facility or parking area. Although some school districts may choose to incorporate all of the exceptions to the criminal law, other school districts may choose either not to incorporate some or all of the exceptions or to further limit them. For example, a school district may choose to require written

permission from the executive director, not just a principal, for someone to possess a dangerous weapon in a school location. This would impose a more stringent requirement than the exceptions to the general prohibition of having a weapon on school grounds set forth in Minnesota Statutes, section 609.66, Subdivision 1d (f) listed in Section IV.B. above. However, a school district may not regulate firearms, ammunition, or their respective components, when possessed or carried by nonstudents or nonemployees, in a manner that is inconsistent with Minnesota Statutes, section 609.66, Subdivision 1d.]

C. Policy Application to Instructional Equipment/Tools

While the education district does not allow the possession, use, or distribution of weapons by students or nonstudents, such a position is not meant to interfere with instruction or the use of appropriate equipment and tools by students or nonstudents. Such equipment and tools, when properly possessed, used, and stored, shall not be considered in violation of the rule against the possession, use, or distribution of weapons. However, when authorized instructional and work equipment and tools are used in a potentially dangerous or threatening manner, such possession and use will be treated as the possession and use of a weapon.

D. Firearms in School Parking Lots and Parking Facilities

A school district may not prohibit the lawful carry or possession of firearms in a school parking lot or parking facility. For purposes of this policy, the "lawful" carry or possession of a firearm in a school parking lot or parking facility is specifically limited to nonstudent permit-holders authorized under Minnesota Statutes, section 624.714 to carry a pistol in the interior of a vehicle or outside the motor vehicle for the purpose of directly placing a firearm in, or retrieving it from, the trunk or rear area of the vehicle. Any possession or carry of a firearm beyond the immediate vicinity of a permit-holder's vehicle shall constitute a violation of this policy.

V. CONSEQUENCES FOR STUDENT WEAPON POSSESSION/USE/ DISTRIBUTION

A. The education district does not allow the possession, use, or distribution of weapons by students. Consequently, the minimum consequence for students willfully possessing, using, or distributing weapons shall include:

1. immediate out-of-school suspension;
2. confiscation of the weapon;
3. immediate notification of police;
4. parent or guardian notification; and
5. recommendation to the executive director of dismissal for a period of time not to exceed one year.

B. Pursuant to Minnesota law, a student who brings a firearm, as defined by federal law, to school will be expelled for at least one year. The school board may modify this requirement on a case-by-case basis.

C. The building principal shall, as soon as practicable, refer to the criminal justice or juvenile delinquency system, as appropriate, a student who brings a firearm to school unlawfully.

D. Administrative Discretion

While the education district does not allow the possession, use, or distribution of weapons by students, the executive director may use discretion in determining whether, under the circumstances, a course of action other than the minimum consequences specified above is warranted. If so, other appropriate action may be taken, including consideration of a recommendation for lesser discipline.

VI. CONSEQUENCES FOR WEAPON POSSESSION/USE/DISTRIBUTION BY NONSTUDENTS

A. Employees

1. An employee who violates the terms of this policy is subject to disciplinary action, including nonrenewal, suspension, or discharge as deemed appropriate by the school board.
2. Sanctions against employees, including nonrenewal, suspension, or discharge shall be pursuant to and in accordance with applicable statutory authority, collective bargaining agreements, and school district policies.
3. When an employee violates the weapons policy, law enforcement may be notified, as appropriate.

[NOTE: An employer may establish policies that restrict the carry or possession of firearms by its employees while acting in the course and scope of employment. Employment-related sanctions may be invoked for a violation. Thus, for example, reasonable limitations may be imposed on the method of storing firearms by permit-holding employees while at work or performing employment-related duties. Reasonable limitations may include requiring firearms to have trigger locks and to be stored in a locked container or locked compartment of the vehicle.]

B. Other Nonstudents

1. Any member of the public who violates this policy shall be informed of the policy and asked to leave the school location. Depending on the circumstances, the person may be barred from future entry to school locations. In addition, if the person is a student in another school district, that school district may be contacted concerning the policy violation.
2. If appropriate, law enforcement will be notified of the policy violation by the member of the public and may be asked to provide an escort to remove the member of the public from the school location.

VII. REPORTS OF DANGEROUS WEAPON AND ACTIVE SHOOTER INCIDENTS IN SCHOOL ZONES

- A. The education district must electronically report to the ~~Minnesota~~ Commissioner of the **Minnesota Department of Education ("Commissioner")** incidents involving the use or possession of a dangerous weapon in school zones, as required under Minnesota Statutes, section 121A.06.
- B. The education district must electronically file an after-action review report for active shooter incidents and active shooter threats to the Minnesota Fusion Center as required under Minnesota Statutes, section 121A.06.
 1. "Active shooter incident" means an event involving an armed individual or individuals on campus or an armed assailant in the immediate vicinity of the school.
 2. "Active shooter threat" means a real or perceived threat that an active shooter incident will occur.

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

- Legal References:**
- Minn. Stat. § 97B.045 (Transporting Firearms)
 - Minn. Stat. § 121A.05 (Policy to Refer Firearms Possessor)
 - Minn. Stat. § 121A.06 (Reports of Dangerous Weapon Incidents in School Zones)
 - Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)
 - Minn. Stat. § 121A.44 (Expulsion for Possession of Firearm)
 - Minn. Stat. § 152.01, subd. 14(a) (Definition of a School Zone)
 - Minn. Stat. § 609.02, subd. 6 (Definition of Dangerous Weapon)
 - Minn. Stat. § 609.605 (Trespass)
 - Minn. Stat. § 609.66 (Dangerous Weapons)
 - Minn. Stat. § 624.714 (Carrying of Weapons without Permit; Penalties)
 - Minn. Stat. § 624.715 (Exemptions; Antiques and Ornaments)

18 U.S.C. § 921 (Definition of Firearm)
In re C.R.M., 611 N.W.2d 802 (Minn. 2000)
In re A.D., 883 N.W.2d 251 (Minn. 2016)

Cross References: MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 525 (Violence Prevention)
MSBA/MASA Model Policy 903 (Visitors to School District Buildings and Sites)

512 SCHOOL-SPONSORED STUDENT PUBLICATIONS AND ACTIVITIES

I. PURPOSE

The purpose of this policy is to protect students' rights to free speech in production of school-sponsored media and activities while at the same time balancing the education district's role in supervising student publications and the operation of public schools.

II. GENERAL STATEMENT OF POLICY

~~[NOTE: A school district generally will wish to reserve a forum it sponsors for its intended purpose in light of the special characteristics of the school environment. By doing so, the school district will have more authority/editorial control over student expression in such a forum. Sponsorship alone may not be enough, however. If the exercise of control is challenged, courts will examine factors such as whether the school district's purpose in creating the forum was educational, whether school officials supervised the publication or activity and exercised editorial control over the contents, whether the materials were produced as part of the curriculum, and whether students received grades and academic credit for the publication or activity. If a forum is reserved, regulation of student expression as in Section IV.B. of this policy will be permissible. If a forum is not reserved, but rather is opened for public communication by tradition or designation, then only the limited regulation of speech as described in Section IV.A. of this policy will be permissible.]~~

~~A. The school district may exercise editorial control over the style and content of student expression in school-sponsored publications and activities.~~

A. Expressions and representations made by students in school-sponsored publications and activities are not expressions of official education district policy. Faculty advisors shall supervise student writers to ensure compliance with the law and education district policies.

B. Students who believe their right to free expression has been unreasonably restricted in school-sponsored media or activity may seek review of the decision by the building principal. The principal shall issue a decision no later than three (3) school days after review is requested.

1. Students producing school-sponsored media and activities shall be under the supervision of a faculty advisor and the school principal. School-sponsored media and activities shall be subject to the guidelines set forth below.

2. School-sponsored media may be distributed at reasonable times and locations.

III. DEFINITIONS

A. "Distribution" means circulation or dissemination of material by means of handing out free copies, selling or offering copies for sale, accepting donations for copies, posting, or displaying material, or placing materials in internal staff or student mailboxes.

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

1. Where the normal school activity is an educational program of the education district for which student attendance is compulsory, "material and substantial disruption" is defined as any disruption which interferes with or impedes the implementation of that program.

2. Where the normal school activity is voluntary in nature (including, without limitation, school athletic events, school plays and concerts, and lunch periods) "material and substantial disruption" is defined as student rioting, unlawful seizures of property, conduct inappropriate to the event, participation in a school boycott, demonstration, sit-in, stand-in, walk-out, or other related forms of activity.

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

- C. "Minor" means any person under the age of eighteen (18).
- D. "Obscene to minors" means:
 - 1. The average person, applying contemporary community standards, would find that the material, taken as a whole, appeals to the prurient interest of minors of the age to whom distribution is requested;
 - 2. The material depicts or describes, in a manner that is patently offensive to prevailing standards in the adult community concerning how such conduct should be presented to minors of the age to whom distribution is requested, sexual conduct such as intimate sexual acts (normal or perverted), masturbation, excretory functions, or lewd exhibition of the genitals; and
 - 3. The material, taken as a whole, lacks serious literary, artistic, political, or scientific value for minors.
- E. "School activities" means any activity of students sponsored by the school including, but not limited to, classroom work, library activities, physical education classes, official assemblies and other similar gatherings, school athletic contests, band concerts, school plays and other theatrical productions, and in-school lunch periods.
- F. "School-sponsored media" means material that is:
 - 1. prepared, wholly or substantially written, published, broadcast, or otherwise disseminated by a student journalist enrolled in the school district;
 - 2. distributed or generally made available to students in the school; and
 - 3. prepared by a student journalist under the supervision of a student media adviser.

School-sponsored media does not include material prepared solely for distribution or transmission in the classroom in which the material is produced, or a yearbook.
- G. "Student journalist" means an education district student in grades 6 through 12 who gathers, compiles, writes, edits, photographs, records, or otherwise prepares information for dissemination in school-sponsored media.
- H. "Student media adviser" means a qualified teacher, as defined in Minnesota Statutes, section 122A.16, that the school district employs, appoints, or designates to supervise student journalists or provide instruction relating to school-sponsored media.
~~[NOTE: The 2024 Minnesota legislature enacted the new definitions above and the new language in Article IV. below.]~~

IV. GUIDELINES

- A. Except as provided in paragraph B below, a student journalist has the right to exercise freedom of speech and freedom of the press in school-sponsored media regardless of whether the school-sponsored media receives financial support from the school or district, uses school equipment or facilities in its production, or is produced as part of a class or course in which the student journalist is enrolled. Freedom of speech includes freedom to express political viewpoints. Consistent with paragraph B below, a student journalist has the right to determine the news, opinion, feature, and advertising content of school-sponsored media. The school district must not discipline a student journalist for exercising rights or freedoms under this paragraph or the First Amendment of the United

States Constitution.

- B Student expression in school-sponsored media, a yearbook, or school-sponsored activity is prohibited when the material:
1. is obscene to minors;
 2. is defamatory;
 3. is profane, harassing, threatening, or intimidating;
 4. constitutes an unwarranted invasion of privacy;
 5. violates federal or state law;
 6. causes a material and substantial disruption of school activities;
 7. is directed to inciting or producing imminent lawless action on school premises or the violation of lawful school policies or rules, including a policy adopted in accordance with Minnesota Statutes, section 121A.03 or 121A.031;
 8. advertises or promotes any product or service not permitted for minors by law;
 9. ~~expresses or~~ advocates sexual, racial, or religious harassment or violence or prejudice; or
 10. is distributed or displayed in violation of time, place, and manner regulations.
- C. The education district must not retaliate or take adverse employment action against a student media adviser for supporting a student journalist exercising rights or freedoms under paragraph A above or the First Amendment of the United States Constitution.
- D. Notwithstanding the rights or freedoms of this Article or the First Amendment of the United States Constitution, nothing in this Article inhibits a student media adviser from teaching professional standards of English and journalism to student journalists.

These professional standards may include, but are not limited to, the following:

1. assuring that participants learn whatever lessons the activity is designed to teach;
2. assuring that readers or listeners are not exposed to material that may be inappropriate for their level of maturity;
3. assuring that the views of the individual speaker are not erroneously attributed to the school;
4. assuring that the school is not associated with any position other than neutrality on matters of political controversy;
5. assuring that the sponsored student speech cannot reasonably be perceived to advocate conduct otherwise inconsistent with the shared values of a civilized social order;
6. assuring that the school is not associated with expression that is, for example, ungrammatical, poorly written, inadequately researched, biased or prejudiced, vulgar or profane, or unsuitable for immature audiences.

E. Time, Place, and Manner of Distribution

Students shall be permitted to distribute written materials at school as follows:

1. Time

Distribution shall be limited to the hours before the school day begins, during lunch hour and after school is dismissed.

2. Place

Written materials may be distributed in locations so as not to interfere with the normal flow of traffic within the school hallways, walkways, entry ways, and parking lots. Distribution shall not impede entrance to or exit from school premises in any way.

3. Manner

No one shall induce or coerce a student or staff member to accept a student publication.

V. POSTING

The education district must adopt a student journalist policy consistent with Minnesota Statutes, section 121A.80 and post it on the district website.

~~[NOTE: This model policy is crafted to fulfill the obligation stated above.]~~

Legal References:

U. S. Const., amend. I
Morse v. Frederick, 551 U.S. 393 (2007)
Hazelwood School District v. Kuhlmeier, 484 U.S. 260 (1988)
Bystrom v. Fridley High School, I.S.D. No. 14, 822 F. 2d 747 (8th Cir. 1987)
Minn. Stat. § 121A.03 (Model Policy)
Minn. Stat. § 121A.031 (School Student Bullying Policy)
Minn. Stat. § 121A.80 (Student Journalism; Student Expression)

Cross References:

MSBA/MASA Model Policy 505 (Distribution of Nonschool-Sponsored Materials on School Premises by Students and Employees)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 904 (Distribution of Materials on School District Property by Nonschool Persons)

704 DEVELOPMENT AND MAINTENANCE OF AN INVENTORY OF FIXED ASSETS AND A FIXED ASSET ACCOUNTING SYSTEM

I. PURPOSE

The purpose of this policy is to provide for the development and maintenance of an inventory of the fixed assets of the education district and the establishment and maintenance of a fixed asset accounting system.

II. GENERAL STATEMENT OF POLICY

The policy of the education district is that a fixed asset accounting system and an inventory of fixed assets be developed and maintained.

III. DEVELOPMENT OF INVENTORY AND ACCOUNTING SYSTEM

The executive director or such other school official as designated by the executive director or the school board shall be responsible for the development and maintenance of an inventory of the fixed assets of the education district and for the establishment and maintenance of a formal fixed asset accounting system. The accounting system shall be operated in compliance with the applicable provisions of the Uniform Financial Accounting and Reporting Standards for Minnesota School Districts (UFARS) ~~with a capitalization level that equals or exceeds \$5,000. Group purchases for technology, furniture, or other equipment that is purchased as a per quantity that otherwise may be below the individual item threshold, the total threshold is \$25,000.~~ ~~In addition,~~ The inventory shall specify the location of all continued abstracts showing the conveyance of the property to the school district; certificates of title showing title to the property in the school district; title insurance policies; surveys; and other property records relating to the real property of the school district.

IV. REPORT

The administration shall annually update the property records of the school district and provide an inventory of the fixed assets of the school district to the school board.

Legal References: Minn. Stat. § 123B.02 (General Powers of Independent School Districts)
Minn. Stat. § 123B.09 (Boards of Independent School Districts)
Minn. Stat. § 123B.51 (Schoolhouse and Sites; Uses for School and Nonschool Purposes; Closings)
[GASB Implementation Guide 2021-1](#)

Cross References: MSBA/MASA Model Policy 702 (Accounting)

- VIII. **Other:**
- IX. **Comments: Board/Director**
- X. **Next Meeting Date: December 4, 7:00 p.m. at the River Bluff Education Center in Red Wing.**
- XI. **Adjournment**