



Independent School District #146
Regular School Board Meeting
7:00 PM on May 20, 2024
Barnesville High School
302 3rd Street South
Barnesville, MN 56514

1. Call to Order

Call meeting to order at 7:00 PM

2. Roll Call

Dr. Jon Ellerbusch - Superintendent

Mr. Bryan Strand - HS Principal

Mr. Todd Henrickson - Elementary Principal

Mr. Aaron Schindler - Director of Student Activities and Community Education Coordinator

Ms. Jodi Samuelson - Finance Officer

Guests Present: Ley Bouchard, Jennifer Gylland, Erin Ellingson

3. Pledge of Allegiance

4. Approval of Agenda

5. Approval of Minutes

Regular School Board Meeting
Monday, April 15, 2024 7:00 PM Central

Barnesville High School
302 3rd Street South
Barnesville, MN 56514

Dion Bredman: Present
Marla Field: Present
Crystal Henderson: Absent
David Herbranson: Absent
Ryan Lindbom: Present
Andrew Maier: Present
Jacob Thompson: Present
Present: 5, Absent: 2.

1. Call to Order

Called meeting to order at 7:00 PM

2. Roll Call

Dr. Jon Ellerbusch - Superintendent
Mr. Bryan Strand - HS Principal - Absent
Mr. Todd Henrickson - Elementary Principal - Absent
Mr. Aaron Schindler - Director of Student Activities and Community Education Coordinator
Ms. Jodi Samuelson - Finance Officer - Absent

Guests present: Ley Bouchard, Scott Masten, Rachel Green, Erin Ellingson, Tracy Hinsz

3. Pledge of Allegiance

4. Approval of Agenda

Vote to approve the agenda as presented/amended. This motion, made by Dion Bredman and seconded by Ryan Lindbom, Passed.

Crystal Henderson: Absent, David Herbranson: Absent, Dion Bredman: Yea, Marla Field: Yea, Ryan Lindbom: Yea, Andrew Maier: Yea, Jacob Thompson: Yea
Yea: 5, Nay: 0, Absent: 2

5. Approval of Minutes

Vote to approve the minutes of the regular school board meeting on March 18, 2024 as presented/amended. This motion, made by Marla Field and seconded by Dion Bredman, Passed.

Crystal Henderson: Absent, David Herbranson: Absent, Dion Bredman: Yea, Marla Field: Yea, Ryan Lindbom: Yea, Andrew Maier: Yea, Jacob Thompson: Yea
Yea: 5, Nay: 0, Absent: 2

6. Claims, Accounts and Financial

Vote to approve claims, wires and all other financial reports as presented. This motion, made by Ryan Lindbom and seconded by Andrew Maier, Passed.

Crystal Henderson: Absent, David Herbranson: Absent, Dion Bredman: Yea, Marla Field: Yea, Ryan Lindbom: Yea, Andrew Maier: Yea, Jacob Thompson: Yea
Yea: 5, Nay: 0, Absent: 2

7. Appreciation, Recognition and Presentations

7.A. Resolution to Add Dilworth-Glyndon-Felton Public Schools to Lake Agassiz Education Cooperative

8. Recognition of Citizens for Input Purposes

9. Reports/News

9.A. High School Principal's Report

9.B. Elementary Principal's Report

9.C. Director of Student Activities and Community Education Coordinator's Report

9.D. Superintendent's Report

9.E. Board Committee Reports

10. Removal of Consent Items for Discussion

11. Approval of Consent Items

Vote to approve the consent agenda items as presented/amended. This motion, made by Andrew Maier and seconded by Dion Bredman, Passed.

Crystal Henderson: Absent, David Herbranson: Absent, Dion Bredman: Yea, Marla Field: Yea, Ryan Lindbom: Yea, Andrew Maier: Yea, Jacob Thompson: Yea
Yea: 5, Nay: 0, Absent: 2

11.A. Personnel

11.A.1) Matt Samuelson as JH Baseball Coach for 2024 Spring Season

11.A.2) Amy Caruso's Resignation as Type III Van Driver

11.A.3) Mary Spillum as Kids Club Co-Coordinator for Summer 2024

11.A.4) Cassie Blomberg as Kids Club Co-Coordinator for Summer 2024

11.A.5) Macie Blilie as Kids Club Student Assistant for Spring 2024

11.A.6) Brooke Sossa as Kids Club Adult Assistant for Spring 2024

11.A.7) Jake Grosz as Speed & Strength

11.A.8) Aaron Schindler as Speed & Strength, Quickness & Agility

11.A.9) Aaron Schindler as 18U Softball Coach for 20204

11.B. Donations

11.B.1) \$1,170 Donation from National FFA Organization for Living to Serve Grant for Raised Gardens

11.B.2) \$125 Donation from Peterson Farm Seeds for Media Coverage for National FFA Week

11.B.3) \$150 Donation from Gina and Gerry Stanford for Football Jersey

11.B.4) \$577 Donation from Barnesville Thursday Nite Lions for Summer Field Trips for Elementary Students

11.B.5) \$100 Donation from Rhonda and Matthew Delaney for Summer Field Trips for Elementary Students

11.B.6) \$100 Donation from Charlene Messer for Summer Field Trips for Elementary Students

11.B.7) \$85 Donation from Bell Bank for General Fund

12. New Business

12.A. Resolution Authorizing Addition of Member District Lake Agassiz Education Cooperative

Ryan Lindbom introduced the foregoing resolutions and moved for their adoption: The motion was duly seconded by Marla Field and upon vote being taken thereon, the following voted in favor thereof, the following voted against the same: whereupon said Resolution was declared duly passed and adopted on April 15, 2024. This motion, made by Ryan Lindbom and seconded by Marla Field, Passed.

Crystal Henderson: Absent, David Herbranson: Absent, Dion Bredman: Yea, Marla Field: Yea, Ryan Lindbom: Yea, Andrew Maier: Yea, Jacob Thompson: Yea
Yea: 5, Nay: 0, Absent: 2

12.B. Master Agreement Between Barnesville School District No. 146 and Education Minnesota Barnesville for 2023-25

Vote to approve the Master Agreement Between Barnesville School District No. 146 and Education Minnesota Barnesville from July 1, 2023 through June 30, 2025. This motion, made by Marla Field and seconded by Jacob Thompson, Passed.

Crystal Henderson: Absent, David Herbranson: Absent, Dion Bredman: Yea, Marla Field: Yea, Ryan Lindbom: Yea, Andrew Maier: Yea, Jacob Thompson: Yea
Yea: 5, Nay: 0, Absent: 2

12.C. Retirement Resignation from Jennifer Gylland

Vote to approve Jennifer Gylland's retirement resignation on May 24, 2024 with appreciation for services rendered. This motion, made by Dion Bredman and seconded by Andrew Maier, Passed.

Crystal Henderson: Absent, David Herbranson: Absent, Dion Bredman: Yea, Marla Field: Yea, Ryan Lindbom: Yea, Andrew Maier: Yea, Jacob Thompson: Yea
Yea: 5, Nay: 0, Absent: 2

12.D. Early Retirement Incentive Agreement with Jennifer Gylland

Vote to approve Early Retirement Incentive Agreement with Jennifer Gylland. This motion, made by Ryan Lindbom and seconded by Jacob Thompson, Passed.

Crystal Henderson: Absent, David Herbranson: Absent, Dion Bredman: Yea, Marla Field: Yea, Ryan Lindbom: Yea, Andrew Maier: Yea, Jacob Thompson: Yea
Yea: 5, Nay: 0, Absent: 2

13. Addendum

13.A. Health Insurance Renewal with Lakes Country Service Cooperative and Medica
Vote to approve health insurance renewal with Lakes Country Service Cooperative and Medica from July 1, 2024 through June 30, 2025. This motion, made by Dion Bredman and seconded by Andrew Maier, Passed.

Crystal Henderson: Absent, David Herbranson: Absent, Dion Bredman: Yea, Marla Field: Yea, Ryan Lindbom: Yea, Andrew Maier: Yea, Jacob Thompson: Yea
Yea: 5, Nay: 0, Absent: 2

13.B. \$300 Donation from Women Anglers of Minnesota for Fishing Rods for Fishing League Team

Vote to approve \$300 donation from Women Anglers of Minnesota for fishing rods for Fishing League Team. This motion, made by Dion Bredman and seconded by Ryan Lindbom, Passed.

Crystal Henderson: Absent, David Herbranson: Absent, Dion Bredman: Yea, Marla Field: Yea, Ryan Lindbom: Yea, Andrew Maier: Yea, Jacob Thompson: Yea
Yea: 5, Nay: 0, Absent: 2

13.C. Community Access to Fitness Center

14. Approval of Policies

Vote to approve School District Policies 511, 512, 513, 517, 518, 519, 523, 525, 527, 528, 529, 530 and 535. This motion, made by Jacob Thompson and seconded by Marla Field, Passed.

Crystal Henderson: Absent, David Herbranson: Absent, Dion Bredman: Yea, Marla Field: Yea, Ryan Lindbom: Yea, Andrew Maier: Yea, Jacob Thompson: Yea
Yea: 5, Nay: 0, Absent: 2

15. First Reading of Policies

16. Discussion/Information

16.A. Bids for Storage Shed

16.B. Strategic Plan

17. Enrollment Update

18. Dates to Remember

18.A. Regular School Board Meeting

18.A.1) Monday, May 20, 2024, 7:00 PM, Barnesville High School

19. Adjournment

Vote to adjourn the meeting at 8:19 PM. This motion, made by Andrew Maier and seconded by Jacob Thompson, Passed.

Crystal Henderson: Absent, David Herbranson: Absent, Dion Bredman: Yea, Marla Field: Yea, Ryan Lindbom: Yea, Andrew Maier: Yea, Jacob Thompson: Yea
Yea: 5, Nay: 0, Absent: 2

TREASURER'S REPORT

		<u>2023-24</u>	<u>2022-23</u>
Book Balance 4/1/24		\$612,423.56	\$594,223.00
Receipts			
4/1/2024	1,173.83		
4/2/2024	236,293.73		
4/3/2024	550.58		
4/4/2024	9,987.56		
4/5/2024	4,918.99		
4/8/2024	1,044.52		
4/9/2024	6,069.80		
4/10/2024	4,771.92		
4/11/2024	6,095.58		
4/12/2024	2,900.75		
4/15/2024	512,097.89		
4/16/2024	5,777.93		
4/17/2024	1,132.47		
4/18/2024	2,983.60		
4/19/2024	1,578.13		
4/22/2024	2,370.24		
4/23/2024	4,816.19		
4/24/2024	13,378.56		
4/25/2024	779.04		
4/26/2024	2,304.11		
4/29/2024	2,732.01		
4/30/2024	403,507.55		
Net in transit	1,736.00	<u>\$1,229,000.98</u>	<u>\$1,209,161.86</u>
		\$1,841,424.54	\$1,803,384.86
Disbursements		<u>\$1,034,369.69</u>	<u>\$1,043,686.87</u>
Book Balance	4/30/2024	\$807,054.85	\$759,697.99
Student Activities		\$213,042.36	\$196,264.62
MSDLAF Investment		\$4,797,595.69	\$2,535,805.77
Bond 2019A Investments		\$0.00	\$259,455.97
Midwest Money Market		<u>\$660,589.02</u>	<u>\$641,749.09</u>
Actual Balance		<u><u>\$6,478,281.92</u></u>	<u><u>\$4,392,973.44</u></u>

FUND	BEGINNING BALANCE	RECEIPTS	DISBURSEMENTS	BALANCE	BALANCE
General	\$3,625,104.01	\$2,790,727.62	\$1,970,960.29	\$4,444,871.34 *	\$3,586,435.34 ^
Student Activities	\$213,537.27	\$24,862.24	\$25,357.15	\$213,042.36	\$196,264.62
Food Service	\$173,057.68	\$90,407.98	\$60,911.34	\$202,554.32	\$262,623.55
Community Service	(\$132,198.12)	\$56,496.45	\$30,451.08	(\$106,152.75)	(\$44,006.51)
Building Construction	\$1,482,115.80	\$6,401.91	\$0.00	\$1,488,517.71	\$158,736.21
Debt Service	\$235,448.94	\$0.00	\$0.00	\$235,448.94	\$232,920.23
Total	<u>\$5,597,065.58</u>	<u>\$2,968,896.20</u>	<u>\$2,087,679.86</u>	<u>\$6,478,281.92</u>	<u>\$4,392,973.44</u>

* General Fund balance includes \$1,667,880 of restricted/committed funds.

^ General Fund balance includes \$1,515,263 of restricted/committed funds. 7

Minnesota School District Liquid Asset Fund Plus
April 2024

Max Account						\$2,557,636.17
Liquid Account						\$29,441.81
2023 Bond Proceeds Investment Account						\$1,488,517.71
Certificate of Deposit						\$722,000.00
Investment Date	Institution	Maturity Date	Rate	Investment Amount	Value at Maturity	
7/17/2023	Financial Federal Savings Bank, TN	7/16/2024	5.70%	\$150,000.00	\$158,550.00	
8/2/2023	Fieldpoint Private Bank & Trust, CT	8/1/2024	5.75%	\$100,000.00	\$105,750.00	
6/26/2023	Global Bank, NY	6/25/2024	5.55%	\$236,000.00	\$249,098.00	
4/4/2024	Bank of China, NY	4/4/2025	5.45%	\$236,000.00	\$249,216.00	
Total Minnesota School District Liquid Asset Fund Plus						\$4,797,595.69

Barnesville Public Schools #146
Revenue Guideline by Source
Period Ending April 30, 2024

Sequence: Fd, O/S

Description		B24 Annual Budget	Period 202410	Year To Date	% YTD	Encumbrances	% YTD + Enc	Remaining Balance
01	General Fund							
001	Levies	(1,200,930.00)	0.00	(526,182.29)	44%	0.00	44%	(674,747.71)
004	Tax Increment Finance Revenue	(10,850.00)	0.00	(1,622.66)	15%	0.00	15%	(9,227.34)
010	County Apport	(23,260.00)	0.00	(14,707.16)	63%	0.00	63%	(8,552.84)
019	Misc Local	(20,810.00)	0.00	(16,870.16)	81%	0.00	81%	(3,939.84)
021	Revenue from MN Dist	(123,100.00)	0.00	(323,982.07)	263%	0.00	263%	200,882.07
050	Fees from Patrons	(54,900.00)	(3,175.00)	(34,080.00)	62%	0.00	62%	(20,820.00)
060	Student Activity	(114,300.00)	(6,776.71)	(100,947.07)	88%	0.00	88%	(13,352.93)
061	Entry Fee	(9,500.00)	(700.00)	(4,100.00)	43%	0.00	43%	(5,400.00)
071	Med Assist Fr Dept of HS	(75,000.00)	(5,847.31)	(58,236.09)	78%	0.00	78%	(16,763.91)
092	Interest	(96,000.00)	(25,694.47)	(151,514.06)	158%	0.00	158%	55,514.06
093	Rent Facilities	(10,000.00)	(1,652.00)	(3,543.25)	35%	0.00	35%	(6,456.75)
096	Gifts/Bequests	(29,000.00)	(85.00)	(3,519.82)	12%	0.00	12%	(25,480.18)
099	Misc Revene	(25,880.00)	(962.88)	(20,938.50)	81%	0.00	81%	(4,941.50)
201	Endowment Fund Appr	(41,100.00)	0.00	(54,627.98)	133%	0.00	133%	13,527.98
211	Foundation Aid	(7,919,210.00)	(1,648,011.62)	(5,718,274.15)	72%	0.00	72%	(2,200,935.85)
213	Shared Time	0.00	0.00	(8,029.71)	0%	0.00	0%	8,029.71
227	Abatement	(1,430.00)	0.00	0.00	0%	0.00	0%	(1,430.00)
229	Disparity Reduction	(50.00)	0.00	(168.36)	337%	0.00	337%	118.36
234	Hmstd/Ag Market Value Credit	(5,820.00)	0.00	(1,456.90)	25%	0.00	25%	(4,363.10)
300	State & Grants	(63,420.00)	0.00	(98,511.95)	155%	0.00	155%	35,091.95
317	LTFM State Aid	(67,900.00)	0.00	(47,153.16)	69%	0.00	69%	(20,746.84)
360	Spec Ed General	(1,106,260.00)	0.00	(643,890.83)	58%	0.00	58%	(462,369.17)
369	Rev-Other State Agen	0.00	0.00	(40,780.49)	0%	0.00	0%	40,780.49
370	Misc Rev fm MDE	(40,000.00)	0.00	(107,368.26)	268%	0.00	268%	67,368.26
400	Federal Funds and Grants	(222,210.00)	(34,006.58)	(114,752.46)	52%	0.00	52%	(107,457.54)
401	Federal Funds & Grants	(52,650.00)	(17,217.72)	(59,452.81)	113%	0.00	113%	6,802.81
405	Fed.thru Fiscal Agnt	0.00	0.00	(3,756.00)	0%	0.00	0%	3,756.00
619	COM Rev Producing Act (Contra)	45,000.00	3,033.56	38,256.99	85%	0.00	85%	6,743.01
620	Sale Mat-Rev Producing Act	(90,000.00)	(10,437.50)	(85,368.93)	95%	0.00	95%	(4,631.07)

Barnesville Public Schools #146
Revenue Guideline by Source
Period Ending April 30, 2024

Sequence: Fd, O/S

Description		B24 Annual Budget	Period 202410	Year To Date	% YTD	Encumbrances	% YTD + Enc	Remaining Balance
01	General Fund							
621	Sale Mat-Resale Mat	(10,350.00)	(94.99)	(2,741.69)	26%	0.00	26%	(7,608.31)
624	Sale of Equipment	(5,000.00)	0.00	(1,270.00)	25%	0.00	25%	(3,730.00)
625	Insurance Recovery	(5,000.00)	0.00	0.00	0%	0.00	0%	(5,000.00)
01	General Fund	(11,378,930.00)	(1,751,628.22)	(8,209,589.82)	72%	0.00	72%	(3,169,340.18)
02	Food Service							
092	Interest	(1,000.00)	0.00	0.00	0%	0.00	0%	(1,000.00)
099	Misc Revene	(1,300.00)	0.00	(161.96)	12%	0.00	12%	(1,138.04)
300	State & Grants	(406,500.00)	(54,860.68)	(331,247.24)	81%	0.00	81%	(75,252.76)
369	Rev-Other State Agen	0.00	(9,440.00)	(31,757.00)	0%	0.00	0%	31,757.00
400	Federal Funds and Grants	(6,000.00)	0.00	(2,080.93)	35%	0.00	35%	(3,919.07)
405	Fed.thru Fiscal Agnt	0.00	0.00	(560.00)	0%	0.00	0%	560.00
471	School Lunch Fed	(100,000.00)	(6,080.64)	(70,749.88)	71%	0.00	71%	(29,250.12)
472	Free & Reduced Meals	(70,000.00)	(10,797.10)	(79,120.25)	113%	0.00	113%	9,120.25
473	Commodity Cash Program	(200.00)	0.00	(443.08)	222%	0.00	222%	243.08
474	Commodities	(35,000.00)	0.00	0.00	0%	0.00	0%	(35,000.00)
476	Breakfast Revenue	(25,000.00)	(4,433.96)	(28,925.48)	116%	0.00	116%	3,925.48
477	Cash In Lieu Commod	(170.00)	0.00	(207.09)	122%	0.00	122%	37.09
601	Type A Pupil	(65,000.00)	(4,381.05)	(66,944.27)	103%	0.00	103%	1,944.27
606	Type A Adult	(3,530.00)	(414.55)	(4,230.70)	120%	0.00	120%	700.70
02	Food Service	(713,700.00)	(90,407.98)	(616,427.88)	86%	0.00	86%	(97,272.12)
04	Community Service							
001	Levies	(58,730.00)	0.00	(23,487.85)	40%	0.00	40%	(35,242.15)
019	Misc Local	(50.00)	0.00	0.00	0%	0.00	0%	(50.00)
021	Revenue from MN Dist	(14,000.00)	0.00	0.00	0%	0.00	0%	(14,000.00)
050	Fees from Patrons	(327,500.00)	(55,361.00)	(295,304.56)	90%	0.00	90%	(32,195.44)
092	Interest	(180.00)	0.00	0.00	0%	0.00	0%	(180.00)
096	Gifts/Bequests	(25,000.00)	(1,347.00)	(15,623.33)	62%	0.00	62%	(9,376.67)
227	Abatement	(10.00)	0.00	0.00	0%	0.00	0%	(10.00)
229	Disparity Reduction	(130.00)	0.00	(27.53)	21%	0.00	21%	(102.47)

Barnesville Public Schools #146
Revenue Guideline by Source
Period Ending April 30, 2024

Sequence: Fd, O/S

Description		B24 Annual Budget	Period 202410	Year To Date	% YTD	Encumbrances	% YTD + Enc	Remaining Balance
04	Community Service							
234	Hmstd/Ag Market Value Credit	(1,570.00)	0.00	75.35	(5%)	0.00	(5%)	(1,645.35)
258	Wetland & Native	(20.00)	0.00	0.00	0%	0.00	0%	(20.00)
300	State & Grants	(78,730.00)	0.00	(46,465.91)	59%	0.00	59%	(32,264.09)
301	Non-Public Aid	(370.00)	0.00	(743.02)	201%	0.00	201%	373.02
04	Community Service	(506,290.00)	(56,708.00)	(381,576.85)	75%	0.00	75%	(124,713.15)
06	Building Construction							
092	Interest	(25,000.00)	(6,401.91)	(84,269.40)	337%	0.00	337%	59,269.40
06	Building Construction	(25,000.00)	(6,401.91)	(84,269.40)	337%	0.00	337%	59,269.40
07	Debt Redemption							
001	Levies	(1,592,230.00)	0.00	(584,413.55)	37%	0.00	37%	(1,007,816.45)
019	Misc Local	(1,500.00)	0.00	0.00	0%	0.00	0%	(1,500.00)
092	Interest	(500.00)	0.00	0.00	0%	0.00	0%	(500.00)
229	Disparity Reduction	(200.00)	0.00	(1,081.81)	541%	0.00	541%	881.81
234	Hmstd/Ag Market Value Credit	(27,300.00)	0.00	(20,192.76)	74%	0.00	74%	(7,107.24)
258	Wetland & Native	(682,590.00)	0.00	(680,991.18)	100%	0.00	100%	(1,598.82)
317	LTFM State Aid	(86,700.00)	0.00	(74,939.45)	86%	0.00	86%	(11,760.55)
07	Debt Redemption	(2,391,020.00)	0.00	(1,361,618.75)	57%	0.00	57%	(1,029,401.25)
21	Student Activities Fund							
099	Misc Revene	(200,000.00)	0.00	0.00	0%	0.00	0%	(200,000.00)
21	Student Activities Fund	(200,000.00)	0.00	0.00	0%	0.00	0%	(200,000.00)
	Report Totals:	(15,214,940.00)	(1,905,146.11)	(10,653,482.70)	70%	0.00	70%	(4,561,457.30)

Barnesville Public Schools #146
Exp Summary - Fd, Pro
Period Ending April 30, 2024

Sequence: Fd, Pro

Description		B24 Annual Budget	Period 202410	Year To Date	% YTD	Encumbrances	% YTD + Enc	Remaining Balance
01	General Fund							
010	Board-Education	50,350.00	865.54	29,936.74	59%	0.00	59%	20,413.26
020	Office/Supt	287,330.00	17,452.11	222,160.16	77%	0.00	77%	65,169.84
050	School Admin	495,560.00	40,711.61	391,792.87	79%	0.00	79%	103,767.13
105	General Adm. Support	7,760.00	1,429.48	9,323.42	120%	0.00	120%	(1,563.42)
108	Administrative Tech Services	15,000.00	3,483.64	11,145.92	74%	0.00	74%	3,854.08
110	Business Services	269,090.00	23,099.69	249,674.09	93%	5,345.87	95%	14,070.04
200	Class Size Reduction	24,330.00	0.00	0.00	0%	0.00	0%	24,330.00
201	Kindergarten	349,390.00	24,017.56	232,782.22	67%	183.35	67%	116,424.43
203	Elem Ed	226,640.00	14,627.95	200,113.10	88%	14,408.38	95%	12,118.52
204	First Grade	399,700.00	32,443.28	261,123.52	65%	0.00	65%	138,576.48
205	Second Grade	346,400.00	28,398.92	219,789.07	63%	182.29	64%	126,428.64
206	Third Grade	288,300.00	22,966.17	186,625.73	65%	0.00	65%	101,674.27
207	Fourth Grade	283,660.00	22,213.43	175,906.90	62%	109.66	62%	107,643.44
208	Fifth Grade	288,320.00	26,432.41	201,325.35	70%	0.00	70%	86,994.65
209	Sixth Grade	243,480.00	19,618.18	157,136.75	65%	0.00	65%	86,343.25
211	Secondary Ed-Gen	150,590.00	11,122.80	99,820.84	66%	10,952.14	74%	39,817.02
212	Art	148,960.00	12,302.59	95,591.43	64%	806.57	65%	52,562.00
213	Agriculture - Non Vocational	10,940.00	855.04	8,429.93	77%	652.59	83%	1,857.48
215	Business	800.00	0.00	0.00	0%	0.00	0%	800.00
216	Educ. Disadvantaged	96,400.00	8,456.28	67,909.09	70%	185.50	71%	28,305.41
217	Assurance of Mastery	0.00	0.00	17,428.04	0%	0.00	0%	(17,428.04)
218	Gifted And Talented	8,600.00	1,254.25	6,811.27	79%	0.00	79%	1,788.73
220	English	232,380.00	19,816.52	165,191.05	71%	129.95	71%	67,059.00
230	Foreign Language	65,830.00	5,338.28	42,163.99	64%	0.00	64%	23,666.01
240	Health/Phys Ed	258,860.00	20,926.57	164,449.04	64%	849.97	64%	93,560.99
249	Dr Trg/behind Wheel	16,650.00	0.00	1,379.56	8%	0.00	8%	15,270.44
250	FACS	44,780.00	3,389.80	20,862.19	47%	0.00	47%	23,917.81
254	Barnesville Branderz	3,000.00	0.00	0.00	0%	0.00	0%	3,000.00
255	Industrial Educ	111,900.00	10,189.02	86,562.38	77%	0.00	77%	25,337.62

Barnesville Public Schools #146
Exp Summary - Fd, Pro
Period Ending April 30, 2024

Sequence: Fd, Pro

Description		B24 Annual Budget	Period 202410	Year To Date	% YTD	Encumbrances	% YTD + Enc	Remaining Balance
01	General Fund							
256	Mathematics	290,100.00	25,059.05	197,917.70	68%	0.00	68%	92,182.30
258	Inst Music	68,530.00	5,691.93	42,763.64	62%	1,442.20	65%	24,324.16
259	Vocal Music	156,960.00	14,412.30	114,987.36	73%	180.91	73%	41,791.73
260	Science	310,610.00	25,285.61	199,789.60	64%	76.45	64%	110,743.95
261	Science - River Watch	3,800.00	0.00	0.00	0%	0.00	0%	3,800.00
270	Social-Scienc/Study	286,080.00	23,265.42	184,601.78	65%	0.00	65%	101,478.22
271	Remedial Reading/Lang Arts	109,220.00	17,220.35	120,098.49	110%	0.00	110%	(10,878.49)
275	Kndrgtrn Indiv Instruction	0.00	6,883.80	10,274.93	0%	0.00	0%	(10,274.93)
277	Secondary Individualized Instr	31,560.00	0.00	0.00	0%	0.00	0%	31,560.00
288	Flow Thru/Sales	19,500.00	1,000.00	19,818.93	102%	388.00	104%	(706.93)
289	Flo Thru/Sales	23,800.00	752.00	18,428.22	77%	1,675.05	84%	3,696.73
292	Boys/Girls Athletic	58,060.00	1,944.23	21,485.59	37%	378.00	38%	36,196.41
294	Boys Athletics	172,970.00	1,838.51	157,002.12	91%	4,380.45	93%	11,587.43
295	One Act Play	2,400.00	0.00	5,620.09	234%	0.00	234%	(3,220.09)
296	Girls Athletics	128,990.00	1,530.76	97,447.75	76%	0.00	76%	31,542.25
298	Extra-Curricular	147,480.00	11,206.91	101,284.90	69%	1,129.35	69%	45,065.75
299	Concessions	46,710.00	1,457.48	38,625.73	83%	0.00	83%	8,084.27
301	Agriculture	55,210.00	5,252.42	46,969.66	85%	0.00	85%	8,240.34
331	Consumer Homemaking	44,030.00	3,457.79	22,078.91	50%	0.00	50%	21,951.09
341	Business and Office Education	103,410.00	8,372.26	66,504.60	64%	0.00	64%	36,905.40
400	General Special Education	300.00	0.00	337.00	112%	0.00	112%	(37.00)
401	Speech/Lang.impaired	139,790.00	14,902.43	93,369.97	67%	0.00	67%	46,420.03
402	M.I.-Mild-Moderate	95,600.00	11,949.66	90,460.21	95%	0.00	95%	5,139.79
403	M.I.-Moderate-Severe	155,090.00	7,587.51	60,227.61	39%	0.00	39%	94,862.39
404	Physically Impaired	27,440.00	213.56	3,971.67	14%	0.00	14%	23,468.33
405	Deaf-Hard of Hearing	14,300.00	643.55	6,658.27	47%	0.00	47%	7,641.73
406	Visually Impaired	5,700.00	408.46	1,558.19	27%	0.00	27%	4,141.81
407	Spec Learning Disabl	212,000.00	18,798.38	146,084.38	69%	261.99	69%	65,653.63
408	Emot/Behavior Disord	117,170.00	18,874.48	134,005.01	114%	0.00	114%	(16,835.01)

Barnesville Public Schools #146
Exp Summary - Fd, Pro
Period Ending April 30, 2024

Sequence: Fd, Pro

Description		B24 Annual Budget	Period 202410	Year To Date	% YTD	Encumbrances	% YTD + Enc	Remaining Balance
01	General Fund							
410	Other Health Impair	254,110.00	18,423.79	148,704.08	59%	0.00	59%	105,405.92
411	Autistic	242,930.00	16,738.23	137,413.67	57%	0.00	57%	105,516.33
412	Develop Delayed	13,600.00	684.68	4,870.06	36%	0.00	36%	8,729.94
416	Multiple Handicap	58,870.00	0.00	7,242.07	12%	0.00	12%	51,627.93
420	Special Ed General	98,390.00	20,835.78	78,908.55	80%	0.00	80%	19,481.45
422	Early Intervening Services	159,790.00	6,080.46	62,501.39	39%	0.00	39%	97,288.61
430	Homebound	1,260.00	0.00	0.00	0%	0.00	0%	1,260.00
610	Curric. Consult/Development	0.00	3,591.19	22,214.63	0%	0.00	0%	(22,214.63)
612	Technology	143,740.00	10,476.09	105,522.27	73%	225.00	74%	37,992.73
620	Educ.media/Library	79,840.00	8,693.03	54,909.28	69%	901.17	70%	24,029.55
625	Audio/Visual Dept.	280.00	0.00	0.00	0%	0.00	0%	280.00
630	Instruc-Related Technology	63,330.00	6,720.00	64,275.00	101%	0.00	101%	(945.00)
640	Staff Development	105,450.00	1,251.65	49,383.73	47%	75.00	47%	55,991.27
690	Other Inst Support	28,820.00	3,402.00	19,272.89	67%	0.00	67%	9,547.11
710	Counseling/Guidance	90,090.00	7,669.63	61,631.69	68%	0.00	68%	28,458.31
715	School Security	4,000.00	2,921.00	161,710.05	4043%	0.00	4043%	(157,710.05)
716	Drug Abuse Prevention	2,000.00	0.00	1,974.34	99%	0.00	99%	25.66
718	Other School Safety	1,500.00	0.00	2,347.69	157%	0.00	157%	(847.69)
720	Health Services	88,320.00	19,168.14	95,177.09	108%	0.00	108%	(6,857.09)
740	Social Work Services	53,890.00	275.75	15,302.92	28%	0.00	28%	38,587.08
760	Pupil Transport	722,380.00	76,971.72	616,195.68	85%	755.54	85%	105,428.78
770	Food Service	0.00	0.00	40.18	0%	0.00	0%	(40.18)
790	Other Pupil Services	99,500.00	30,805.98	109,405.85	110%	0.00	110%	(9,905.85)
810	Oper/Maintenance	1,137,060.00	80,245.89	865,628.73	76%	5,945.09	77%	265,486.18
811	Grounds Maint	27,000.00	337.80	15,221.66	56%	0.00	56%	11,778.34
812	Buildings Maint	71,000.00	332.50	59,377.58	84%	0.00	84%	11,622.42
813	Equip Maint	10,000.00	305.00	5,694.24	57%	10,369.56	161%	(6,063.80)
850	Facilities	113,470.00	2,005.00	119,230.34	105%	84,000.00	179%	(89,760.34)
865	LTFM Excl'd Costs -Pro 866,867	37,620.00	12,014.88	70,396.48	187%	341.39	188%	(33,117.87)

Barnesville Public Schools #146
Exp Summary - Fd, Pro
Period Ending April 30, 2024

Sequence: Fd, Pro

Description		B24 Annual Budget	Period 202410	Year To Date	% YTD	Encumbrances	% YTD + Enc	Remaining Balance
01	General Fund							
940	Prop/Other Ins	92,140.00	0.00	83,632.00	91%	0.00	91%	8,508.00
960	Other Non-Recurring Items	26,280.00	0.00	23,754.89	90%	0.00	90%	2,525.11
01	General Fund	11,378,470.00	929,370.16	8,389,745.99	74%	146,331.42	75%	2,842,392.59
02	Food Service							
770	Food Service	713,350.00	60,911.34	561,350.63	79%	3,493.00	79%	148,506.37
02	Food Service	713,350.00	60,911.34	561,350.63	79%	3,493.00	79%	148,506.37
04	Community Service							
505	Community Ed	112,230.00	8,538.54	80,484.00	72%	0.00	72%	31,746.00
506	Summer Recreation	73,600.00	1,351.47	46,036.71	63%	1,119.00	64%	26,444.29
509	Kids Club	125,050.00	8,164.15	114,277.16	91%	0.00	91%	10,772.84
580	Early Childhood	40,350.00	0.00	31,238.56	77%	0.00	77%	9,111.44
582	School Readiness	147,990.00	11,462.22	157,516.45	106%	0.00	106%	(9,526.45)
583	Preschool Screening	3,790.00	0.00	264.06	7%	130.00	10%	3,395.94
585	Youth Dev/Youth Serv	12,420.00	1,146.25	10,451.58	84%	0.00	84%	1,968.42
590	Other Community Programs	600.00	0.00	813.37	136%	0.00	136%	(213.37)
04	Community Service	516,030.00	30,662.63	441,081.89	85%	1,249.00	86%	73,699.11
06	Building Construction							
870	Bldg/Capital Improv.	2,500,000.00	0.00	666,835.79	27%	60,986.47	29%	1,772,177.74
06	Building Construction	2,500,000.00	0.00	666,835.79	27%	60,986.47	29%	1,772,177.74
07	Debt Redemption							
910	Debt Redemption	2,274,340.00	0.00	2,274,341.67	100%	0.00	100%	(1.67)
07	Debt Redemption	2,274,340.00	0.00	2,274,341.67	100%	0.00	100%	(1.67)
21	Student Activities Fund							
298	Extra-Curricular	200,000.00	0.00	0.00	0%	0.00	0%	200,000.00
21	Student Activities Fund	200,000.00	0.00	0.00	0%	0.00	0%	200,000.00
Report Totals:		17,582,190.00	1,020,944.13	12,333,355.97	70%	212,059.89	71%	5,036,774.14

FOOD SERVICE REPORT 2023-24

2023-24	September	October	November	December	January	February	March	April	May	2022-23 Average
Beginning Balance	167,493.19	131,508.69	119,477.30	165,069.62	164,060.45	163,780.02	177,466.88	173,057.68	0.00	264,060
Receipts	16,630.45	75,019.25	110,601.22	76,121.90	65,885.72	79,429.34	65,271.05	90,407.98	0.00	59,327
Disbursements	52,614.95	87,050.64	65,008.90	77,131.07	66,166.15	65,742.48	69,680.25	60,911.34	0.00	65,689
Subtotal	131,508.69	119,477.30	165,069.62	164,060.45	163,780.02	177,466.88	173,057.68	202,554.32	0.00	257,698
Est. Federal/State Funding Due	68,100.80	74,103.75	69,789.55	58,966.81	60,042.63	74,355.74	60,983.88	57,504.29	0.00	22,996
Ending Balance	199,609.49	193,581.05	234,859.17	223,027.26	223,822.65	251,822.62	234,041.56	260,058.61	0.00	280,694
Average Daily Participation										
Breakfast										
Elementary	146	157	151	157	150	164	170	162		86
High School	78	94	98	110	102	109	111	109		50
Total	224	252	249	266	252	273	281	271	0	136
Lunch										
Elementary	424	430	431	427	404	414	414	394		399
High School	264	272	266	263	260	256	252	260		240
Total	688	701	697	690	664	670	667	654	0	639

Barnesville Public Schools #146 Detail Payment Register By Check

Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type		
0146	MB	17576			WEX HEALTH INC		Wire		
				B 01	215 033	Health Savings Account		\$1,253.83	
	PO#:	Voucher #:	105709	Invoice	Invoice No:	S2024190	4/15/2024	Paid Amt:	\$1,253.83
								Check Amount:	\$1,253.83
0146	MB	12851			REMIT EDUCATORS BENEFIT CONSULTANTS		Wire		
				B 01	215 005	Tax Sheltered Annuities		\$1,645.92	
	PO#:	Voucher #:	105708	Invoice	Invoice No:	S2024190	4/15/2024	Paid Amt:	\$1,645.92
								Check Amount:	\$1,645.92
0146	MB	12860			MINNESOTA TEACHERS RETIREMENT		Wire		
				B 01	215 018	TRA		\$31,780.77	
	PO#:	Voucher #:	105707	Invoice	Invoice No:	S2024190	4/15/2024	Paid Amt:	\$31,780.77
								Check Amount:	\$31,780.77
0146	MB	12861			PUBLIC EMPLOYEES RETIREMENT		Wire		
				B 01	215 017	PERA		\$10,822.83	
	PO#:	Voucher #:	105706	Invoice	Invoice No:	S2024190	4/15/2024	Paid Amt:	\$10,822.83
								Check Amount:	\$10,822.83
0146	MB	12862			REMIT EDUCATORS BENEFIT CONSULTANTS		Wire		
				B 01	215 005	Tax Sheltered Annuities		\$1,139.28	
	PO#:	Voucher #:	105701	Invoice	Invoice No:	S2024190	4/15/2024	Paid Amt:	\$1,139.28
								Check Amount:	\$1,139.28
0146	MB	14128			INTERNAL REVENUE SERVICE		Wire		
				B 01	215 010	FICA Payable		\$39,466.36	
				B 01	215 011	Federal Tax		\$15,652.36	
	PO#:	Voucher #:	105698	Invoice	Invoice No:	S2024190	4/15/2024	Paid Amt:	\$55,118.72
								Check Amount:	\$55,118.72
0146	MB	14129			MINN DEPT OF REVENUE		Wire		
				B 01	215 013	State Tax		\$8,567.98	
	PO#:	Voucher #:	105702	Invoice	Invoice No:	S2024190	4/15/2024	Paid Amt:	\$8,567.98
								Check Amount:	\$8,567.98
0146	MB	14968			REMIT EDUCATORS BENEFIT CONSULTANTS		Wire		
				B 01	215 005	Tax Sheltered Annuities		\$3,123.00	
	PO#:	Voucher #:	105705	Invoice	Invoice No:	S2024190	4/15/2024	Paid Amt:	\$3,123.00
								Check Amount:	\$3,123.00
0146	MB	14970			REMIT EDUCATORS BENEFIT CONSULTANTS		Wire		
				B 01	215 005	Tax Sheltered Annuities		\$145.84	
	PO#:	Voucher #:	105700	Invoice	Invoice No:	S2024190	17 4/15/2024	Paid Amt:	\$145.84
								Check Amount:	\$145.84

Barnesville Public Schools #146 Detail Payment Register By Check

Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type		
0146	MB	16537	REMIT		EDUCATORS BENEFIT CONSULTANTS		Wire		
			B 01	215 005	Tax Sheltered Annuities			\$1,180.10	
	PO#:	Voucher #:	105696	Invoice	Invoice No: S2024190	4/15/2024	Paid Amt:		\$1,180.10
							Check Amount:		\$1,180.10
0146	MB	16936	REMIT		EDUCATORS BENEFITS CONSULTANTS		Wire		
			B 01	215 005	Tax Sheltered Annuities			\$5,203.42	
	PO#:	Voucher #:	105699	Invoice	Invoice No: S2024190	4/15/2024	Paid Amt:		\$5,203.42
							Check Amount:		\$5,203.42
0146	MB	15035			MIDWEST BANK DEBIT CARD		Wire		
			E 01	005 760 733 442 000	Gasoline			\$49.91	
	PO#:	Voucher #:	105723	Invoice	Invoice No: 792642	4/24/2024	Paid Amt:		\$49.91
							Check Amount:		\$49.91
0146	MB	17576			WEX HEALTH INC		Wire		
			B 01	215 024	Flex Plan Medical & Dependent Care			\$1.49	
	PO#:	Voucher #:	105722	Invoice	Invoice No: 041424	4/24/2024	Paid Amt:		\$1.49
							Check Amount:		\$1.49
0146	MB	17576			WEX HEALTH INC		Wire		
			B 01	215 024	Flex Plan Medical & Dependent Care			\$314.21	
	PO#:	Voucher #:	105724	Invoice	Invoice No: 04152024	4/24/2024	Paid Amt:		\$314.21
							Check Amount:		\$314.21
0146	MB	17576			WEX HEALTH INC		Wire		
			B 01	215 024	Flex Plan Medical & Dependent Care			\$146.66	
	PO#:	Voucher #:	105725	Invoice	Invoice No: 041524-DD	4/24/2024	Paid Amt:		\$146.66
							Check Amount:		\$146.66
0146	MB	17576			WEX HEALTH INC		Wire		
			B 01	215 024	Flex Plan Medical & Dependent Care			\$35.85	
	PO#:	Voucher #:	105726	Invoice	Invoice No: 041924	4/24/2024	Paid Amt:		\$35.85
							Check Amount:		\$35.85
0146	MB	17576			WEX HEALTH INC		Wire		
			B 01	215 024	Flex Plan Medical & Dependent Care			\$30.00	
	PO#:	Voucher #:	105727	Invoice	Invoice No: 042024	4/24/2024	Paid Amt:		\$30.00
							Check Amount:		\$30.00
0146	MB	17576			WEX HEALTH INC		Wire		
			B 01	215 024	Flex Plan Medical & Dependent Care			\$25.20	
	PO#:	Voucher #:	105728	Invoice	Invoice No: 042224	4/24/2024	Paid Amt:		\$25.20
							Check Amount:		\$25.20

Barnesville Public Schools #146 Detail Payment Register By Check

Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type		
0146	MB	17576			WEX HEALTH INC		Wire		
			B 01	215 024	Flex Plan Medical & Dependent Care			\$260.00	
PO#:	Voucher #:	105729	Invoice	Invoice No:	042524	4/26/2024	Paid Amt:	\$260.00	
							Check Amount:	\$260.00	
0146	MB	17576			WEX HEALTH INC		Wire		
			E 01	005 110 000 305 000	Benefits Fees			\$101.75	
PO#:	Voucher #:	105730	Invoice	Invoice No:	0001931715-IN	4/26/2024	Paid Amt:	\$101.75	
							Check Amount:	\$101.75	
0146	MB	17576			WEX HEALTH INC		Wire		
			B 01	215 033	Health Savings Account			\$1,253.83	
PO#:	Voucher #:	105767	Invoice	Invoice No:	S2024200	4/30/2024	Paid Amt:	\$1,253.83	
							Check Amount:	\$1,253.83	
0146	MB	17576			WEX HEALTH INC		Wire		
			B 01	215 024	Flex Plan Medical & Dependent Care			\$747.82	
PO#:	Voucher #:	105771	Invoice	Invoice No:	042924	4/30/2024	Paid Amt:	\$747.82	
							Check Amount:	\$747.82	
0146	MB	12851	REMIT		EDUCATORS BENEFIT CONSULTANTS		Wire		
			B 01	215 005	Tax Sheltered Annuities			\$1,645.92	
PO#:	Voucher #:	105766	Invoice	Invoice No:	S2024200	4/30/2024	Paid Amt:	\$1,645.92	
							Check Amount:	\$1,645.92	
0146	MB	12860			MINNESOTA TEACHERS RETIREMENT		Wire		
			B 01	215 018	TRA			\$32,680.04	
PO#:	Voucher #:	105765	Invoice	Invoice No:	S2024200	4/30/2024	Paid Amt:	\$32,680.04	
							Check Amount:	\$32,680.04	
0146	MB	12861			PUBLIC EMPLOYEES RETIREMENT		Wire		
			B 01	215 017	PERA			\$10,930.81	
PO#:	Voucher #:	105764	Invoice	Invoice No:	S2024200	4/30/2024	Paid Amt:	\$10,930.81	
							Check Amount:	\$10,930.81	
0146	MB	12862	REMIT		EDUCATORS BENEFIT CONSULTANTS		Wire		
			B 01	215 005	Tax Sheltered Annuities			\$1,139.28	
PO#:	Voucher #:	105759	Invoice	Invoice No:	S2024200	4/30/2024	Paid Amt:	\$1,139.28	
							Check Amount:	\$1,139.28	
0146	MB	14128			INTERNAL REVENUE SERVICE		Wire		
			B 01	215 010	FICA Payable			\$39,783.84	
			B 01	215 011	Federal Tax			\$16,326.63	
PO#:	Voucher #:	105757	Invoice	Invoice No:	S2024200	19 4/30/2024	Paid Amt:	\$56,110.47	
							Check Amount:	\$56,110.47	

Barnesville Public Schools #146 Detail Payment Register By Check

Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type		
0146	MB	14129			MINN DEPT OF REVENUE		Wire		
			B 01	215 013	State Tax			\$8,761.69	
PO#:	Voucher #:	105760	Invoice	Invoice No:	S2024200	4/30/2024	Paid Amt:	\$8,761.69	
							Check Amount:	\$8,761.69	
0146	MB	14968	REMIT		EDUCATORS BENEFIT CONSULTANTS		Wire		
			B 01	215 005	Tax Sheltered Annuities			\$3,268.84	
PO#:	Voucher #:	105763	Invoice	Invoice No:	S2024200	4/30/2024	Paid Amt:	\$3,268.84	
							Check Amount:	\$3,268.84	
0146	MB	16537	REMIT		EDUCATORS BENEFIT CONSULTANTS		Wire		
			B 01	215 005	Tax Sheltered Annuities			\$1,180.10	
PO#:	Voucher #:	105755	Invoice	Invoice No:	S2024200	4/30/2024	Paid Amt:	\$1,180.10	
							Check Amount:	\$1,180.10	
0146	MB	16936	REMIT		EDUCATORS BENEFITS CONSULTANTS		Wire		
			B 01	215 005	Tax Sheltered Annuities			\$5,288.42	
PO#:	Voucher #:	105758	Invoice	Invoice No:	S2024200	4/30/2024	Paid Amt:	\$5,288.42	
							Check Amount:	\$5,288.42	
0146	MB	12942			MIDWEST BANK		Wire		
			E 01	005 110 000 305 000	Payroll ACH Fee			\$91.75	
PO#:	Voucher #:	105772	Invoice	Invoice No:	043024	4/30/2024	Paid Amt:	\$91.75	
							Check Amount:	\$91.75	
0146	MB	12942			MIDWEST BANK		Wire		
			E 01	005 110 000 305 000	RDC Monthly fee			\$75.00	
PO#:	Voucher #:	105773	Invoice	Invoice No:	040124	4/30/2024	Paid Amt:	\$75.00	
							Check Amount:	\$75.00	
0146	MB	11760			LAKES COUNTRY SERVICE COOP.		Wire		
			B 01	215 026	Health Ins Premium			\$92,382.34	
PO#:	Voucher #:	105793	Invoice	Invoice No:	050124	5/3/2024	Paid Amt:	\$92,382.34	
							Check Amount:	\$92,382.34	
0146	MB	17591			NELNET PAYMENT SERVICES		Wire		
			E 01	005 110 000 305 000	ACH Fee			\$15.71	
PO#:	Voucher #:	105794	Invoice	Invoice No:	CI-000332478	4/30/2024	Paid Amt:	\$15.71	
							Check Amount:	\$15.71	
0146	MB	12860			MINNESOTA TEACHERS RETIREMENT		Wire		
			B 01	215 018	TRA			\$15,504.22	
PO#:	Voucher #:	105807	Invoice	Invoice No:	S202420RTO	5/9/2024	Paid Amt:	\$15,504.22	
							Check Amount:	\$15,504.22	

Barnesville Public Schools #146 Detail Payment Register By Check

Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type		
0146	MB	12861			PUBLIC EMPLOYEES RETIREMENT		Wire		
				B 01	215 017 PERA			\$72.80	
	PO#:	Voucher #:	105806	Invoice	Invoice No: S202420RT0	5/9/2024	Paid Amt:	\$72.80	
							Check Amount:	\$72.80	
0146	MB	14128			INTERNAL REVENUE SERVICE		Wire		
				B 01	215 010 FICA Payable			\$14,662.88	
				B 01	215 011 Federal Tax			\$4,563.60	
	PO#:	Voucher #:	105804	Invoice	Invoice No: S202420RT0	5/9/2024	Paid Amt:	\$19,226.48	
							Check Amount:	\$19,226.48	
0146	MB	14129			MINN DEPT OF REVENUE		Wire		
				B 01	215 013 State Tax			\$2,560.16	
	PO#:	Voucher #:	105805	Invoice	Invoice No: S202420RT0	5/9/2024	Paid Amt:	\$2,560.16	
							Check Amount:	\$2,560.16	
0146	MB	17576			WEX HEALTH INC		Wire		
				B 01	215 024 Flex Plan Medical & Dependent Care			\$2.90	
	PO#:	Voucher #:	105814	Invoice	Invoice No: 050924	5/9/2024	Paid Amt:	\$2.90	
							Check Amount:	\$2.90	
0146	MB	17576			WEX HEALTH INC		Wire		
				B 01	215 033 Health Savings Account			\$1,313.83	
	PO#:	Voucher #:	105832	Invoice	Invoice No: S2024210	5/15/2024	Paid Amt:	\$1,313.83	
							Check Amount:	\$1,313.83	
0146	MB	17576			WEX HEALTH INC		Wire		
				B 01	215 024 Flex Plan Medical & Dependent Care			\$535.03	
	PO#:	Voucher #:	105975	Invoice	Invoice No: 051324	5/15/2024	Paid Amt:	\$535.03	
							Check Amount:	\$535.03	
0146	MB	12851			REMIT EDUCATORS BENEFIT CONSULTANTS		Wire		
				B 01	215 005 Tax Sheltered Annuities			\$1,770.92	
	PO#:	Voucher #:	105831	Invoice	Invoice No: S2024210	5/15/2024	Paid Amt:	\$1,770.92	
							Check Amount:	\$1,770.92	
0146	MB	12860			MINNESOTA TEACHERS RETIREMENT		Wire		
				B 01	215 018 TRA			\$33,029.69	
	PO#:	Voucher #:	105830	Invoice	Invoice No: S2024210	5/15/2024	Paid Amt:	\$33,029.69	
							Check Amount:	\$33,029.69	
0146	MB	12861			PUBLIC EMPLOYEES RETIREMENT		Wire		
				B 01	215 017 PERA			\$10,860.11	
	PO#:	Voucher #:	105829	Invoice	Invoice No: S2024210	21 5/15/2024	Paid Amt:	\$10,860.11	
							Check Amount:	\$10,860.11	

Barnesville Public Schools #146 Detail Payment Register By Check

Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type		
0146	MB	12862	REMIT		EDUCATORS BENEFIT CONSULTANTS		Wire		
			B 01	215 005	Tax Sheltered Annuities			\$1,139.28	
	PO#:	Voucher #:	105824	Invoice	Invoice No: S2024210	5/15/2024		Paid Amt:	\$1,139.28
								Check Amount:	\$1,139.28
0146	MB	14128	REMIT		INTERNAL REVENUE SERVICE		Wire		
			B 01	215 010	FICA Payable			\$40,045.28	
			B 01	215 011	Federal Tax			\$16,558.56	
	PO#:	Voucher #:	105822	Invoice	Invoice No: S2024210	5/15/2024		Paid Amt:	\$56,603.84
								Check Amount:	\$56,603.84
0146	MB	14129	REMIT		MINN DEPT OF REVENUE		Wire		
			B 01	215 013	State Tax			\$8,905.45	
	PO#:	Voucher #:	105825	Invoice	Invoice No: S2024210	5/15/2024		Paid Amt:	\$8,905.45
								Check Amount:	\$8,905.45
0146	MB	14968	REMIT		EDUCATORS BENEFIT CONSULTANTS		Wire		
			B 01	215 005	Tax Sheltered Annuities			\$3,460.50	
	PO#:	Voucher #:	105828	Invoice	Invoice No: S2024210	5/15/2024		Paid Amt:	\$3,460.50
								Check Amount:	\$3,460.50
0146	MB	16537	REMIT		EDUCATORS BENEFIT CONSULTANTS		Wire		
			B 01	215 005	Tax Sheltered Annuities			\$1,180.10	
	PO#:	Voucher #:	105820	Invoice	Invoice No: S2024210	5/15/2024		Paid Amt:	\$1,180.10
								Check Amount:	\$1,180.10
0146	MB	16936	REMIT		EDUCATORS BENEFITS CONSULTANTS		Wire		
			B 01	215 005	Tax Sheltered Annuities			\$5,393.42	
	PO#:	Voucher #:	105823	Invoice	Invoice No: S2024210	5/15/2024		Paid Amt:	\$5,393.42
								Check Amount:	\$5,393.42
0146	MB	86769	16232		BOIS DE SIOUX GOLF COURSE		Check		
			E 01	300 294 000 401 504	Range Balls			\$24.00	
	PO#:	Voucher #:	105716	Invoice	Invoice No: 042324	4/23/2024		Paid Amt:	\$24.00
								Check Amount:	\$24.00
0146	MB	86770	12120		CONCORDIA COLLEGE		Check		
			E 01	300 292 000 369 505	Entry Fees/Student Travel			\$675.00	
	PO#:	Voucher #:	105719	Invoice	Invoice No: 0423214	4/23/2024		Paid Amt:	\$675.00
								Check Amount:	\$675.00
0146	MB	86771	15411		DELTA DENTAL OF MINNESOTA		Check		
			B 01	215 032	premiums			\$3,160.10	
	PO#:	Voucher #:	105720	Invoice	Invoice No: CNS0001529901	22 4/23/2024		Paid Amt:	\$3,160.10
								Check Amount:	\$3,160.10

Barnesville Public Schools #146 Detail Payment Register By Check

Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type		
0146	MB	86772	15413	remit	FIDELITY SECURITY LIFE		Check		
				B 01	215 031	Vision Premium		\$524.11	
	PO#:	Voucher #:	105721	Invoice	Invoice No: 3084588	4/23/2024	Paid Amt:	\$524.11	
							Check Amount:	\$524.11	
0146	MB	86773	14085		GAME ONE		Check		
				E 01	300 292 000 401 505	Tri-Color Drawstring Backpack		\$200.00	
				E 01	300 292 000 401 505	Shipping		\$16.88	
	PO#: 49779	Voucher #:	105711	Invoice	Invoice No: 10225813	4/23/2024	Paid Amt:	\$216.88	
							Check Amount:	\$216.88	
0146	MB	86774	17657		GREYSTONE GOLF COURSE		Check		
				E 01	300 294 000 369 504	Boys & Girls Golf Fee		\$150.00	
				E 01	300 296 000 369 514	Boys & Girls Golf Fee		\$150.00	
				E 01	300 294 000 401 504	Range Balls		\$24.00	
				E 01	300 296 000 401 514	Range Balls		\$24.00	
	PO#:	Voucher #:	105715	Invoice	Invoice No: 042324	4/23/2024	Paid Amt:	\$348.00	
							Check Amount:	\$348.00	
0146	MB	86775	10904		JOHNSON CONTROLS, INC		Check		
				E 01	005 865 380 350 000	repair coupling on pump		\$1,444.47	
	PO#: 49905	Voucher #:	105712	Invoice	Invoice No: 1-132517183256	4/23/2024	Paid Amt:	\$1,444.47	
							Check Amount:	\$1,444.47	
0146	MB	86776	15395		MADISON NATIONAL LIFE		Check		
				B 01	215 027	Life & LTD		\$1,126.78	
	PO#:	Voucher #:	105718	Invoice	Invoice No: May 2024	4/23/2024	Paid Amt:	\$1,126.78	
							Check Amount:	\$1,126.78	
0146	MB	86777	13592	REMIT	MARCO TECHNOLOGIES LLC		Check		
				E 01	300 211 302 580 000	Copier Contract		\$1,425.51	
				E 01	100 203 302 580 000	Copier Contract		\$1,425.51	
				E 01	005 110 302 580 000	Copier Contract		\$712.75	
				E 01	005 110 302 580 000	Supply Freight		\$7.80	
				E 01	100 203 302 580 000	Supply Freight		\$15.60	
				E 01	300 211 302 580 000	Supply Freight		\$15.60	
	PO#:	Voucher #:	105717	Invoice	Invoice No: 526511175	4/23/2024	Paid Amt:	\$3,602.77	
							Check Amount:	\$3,602.77	
0146	MB	86778	16818		MN SCHOOL EMPLOYEES ASSOCIATION		Check		
				B 01	215 025	Nea-Mea-Bea Dues Payable		\$435.02	
	PO#:	Voucher #:	105703	Invoice	Invoice No: S2024190	23 4/23/2024	Paid Amt:	\$435.02	
							Check Amount:	\$435.02	

Barnesville Public Schools #146 Detail Payment Register By Check

Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type		
0146	MB	86779	15415		NCPERS GROUP LIFE INS.		Check		
				B 01	215 028	PERA Life Insurance		\$256.00	
PO#:	Voucher #:	105714	Invoice	Invoice No:	108802052024	4/23/2024	Paid Amt:	\$256.00	
							Check Amount:	\$256.00	
0146	MB	86780	16017		REMIT PURCHASE POWER		Check		
				E 01	005 110 000 329 000	postage		\$500.00	
PO#:	Voucher #:	105713	Invoice	Invoice No:	040824	4/23/2024	Paid Amt:	\$500.00	
							Check Amount:	\$500.00	
0146	MB	86781	15131		remit ABDO BOOKS		Check		
				E 01	100 203 302 460 000	Animals of North America set of 6 978-1-68081		\$550.80	
				E 01	100 203 302 460 000	Twilight Animals set of 6 978-1-0982-4204-6		\$526.80	
				E 01	100 203 302 460 000	\$25 off code ABDOS24		(\$25.00)	
PO#: 49862	Voucher #:	105738	Invoice	Invoice No:	0036854	4/26/2024	Paid Amt:	\$1,052.60	
							Check Amount:	\$1,052.60	
0146	MB	86782	14911		REMIT AMAZON CAPITAL SERVICES		Check		
				E 01	300 292 000 401 505	Return		\$269.94	
PO#:	Voucher #:	105710	Credit	Invoice No:	1LYF-F366-TQHX	4/26/2024	Paid Amt:	(\$269.94)	
				E 01	100 205 000 430 000	Tezzorio (100 Count) 6 oz cup		\$19.99	
				E 01	100 205 000 430 000	Brown Paper Lunch Bags		\$7.25	
				E 01	100 205 000 430 000	Wooden Clothes Pins		\$5.96	
				E 01	100 205 000 430 000	Cotten balls		\$5.26	
				E 01	100 205 000 430 000	Radish Seeds		\$4.99	
				E 01	100 205 000 430 000	Potting Soil		\$13.42	
				E 01	100 205 000 430 000	Repotting Mat		\$8.99	
				E 01	100 205 000 430 000	Aluminum Foil		\$19.99	
				E 01	100 205 000 430 000	PomPoms		\$8.99	
PO#: 49888	Voucher #:	105733	Invoice	Invoice No:	1DX1-LTPR-CH3T	4/26/2024	Paid Amt:	\$94.84	
				E 01	100 212 160 430 013	AdTech 220-345-5 Hot Glue, 4 Inch Mini Size,		\$47.96	
				E 01	100 212 160 430 013	6" Jumbo Wood Craft Sticks - Pack of 1,000		\$33.98	
				E 01	100 212 160 430 013	HERKKA Clear Packing Tape, 24 Rolls Heavy		\$39.98	
				E 01	100 212 160 430 013	Pacon Drawing Paper, White, Standard Weigh		\$62.95	
				E 01	100 212 160 430 013	Officemate Standard Staples, 5 Boxes Gener:		\$8.26	
				E 01	100 212 160 430 013	Shuttle Art Painting Canvas Panel, 52 Multi Pa		\$29.98	
				E 01	100 212 160 430 013	Masking Tape Bulk 1 Inch 20 Packs - White Br		\$33.99	
				E 01	100 212 160 430 013	JOYIN 180 PCS Washable Sidewalk Chalks S		\$24.99	
				E 01	100 212 160 430 013	Colorations Art Paper, 9" x 12" Painting & Craf		\$15.86	
PO#: 49926	Voucher #:	105734	Invoice	Invoice No:	1NN1-GPFQ-XM4P	4/26/2024	Paid Amt:	\$297.95	
				E 01	100 411 740 433 000	Kids Teepee Play Tent		\$29.99	
				E 01	100 411 740 433 000	We Sell Mats - 4ft x 8 ft x 2 in Personal Fitness		\$157.72	

Barnesville Public Schools #146 Detail Payment Register By Check

Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type		
0146	MB	86782	14911	REMIT	AMAZON CAPITAL SERVICES		Check		
				E 01	100 411 740 401 000	3M Tape Dispenser Replacement Core (3 cour		\$6.40	
				E 01	100 411 740 433 000	Slant Board - Adjustable, Portable Workstator		\$38.92	
				E 01	100 411 740 401 000	LOUKIN Shag Dry Erase Eraser (Pack of 4)		\$11.39	
				E 01	100 411 740 433 000	BEAUTYOVO Puzzle Exercise mat with 12 Til		\$59.70	
	PO#: 49927	Voucher #: 105735		Invoice	Invoice No: 1HVQ-CVHW-LDPF	4/26/2024	Paid Amt:	\$304.12	
				E 01	100 401 740 401 000	Expo Dry Erase Ultra-Fine Tip Markers, Assort		\$7.59	
				E 01	100 401 740 401 000	Fodeez Sign and Photo Frame Document Hol		\$35.14	
				E 01	100 401 740 433 000	A4 Clear Portable Project Case (8 pcs)		\$47.99	
				E 01	100 401 740 401 000	24 pc Mesh Zipper Pouch File Bags, A3 17x 1:		\$22.99	
	PO#: 49933	Voucher #: 105736		Invoice	Invoice No: 1GJW-K4KY-FYHC	4/26/2024	Paid Amt:	\$113.71	
				E 01	100 201 000 430 000	Picasso 1" magnetic cubes - 108 pieces		\$34.65	
				E 01	100 201 000 430 000	Zingo word builder		\$20.47	
				E 01	100 201 000 430 000	Animal Guess Who		\$16.99	
				E 01	100 201 000 401 000	Mesh Zipper Pouches - 24 count		\$17.75	
	PO#: 49949	Voucher #: 105737		Invoice	Invoice No: 1V4H-HWHW-W917	4/26/2024	Paid Amt:	\$89.86	
								Check Amount:	\$630.54
0146	MB	86783	17367		ANDERSON, KELLY		Check		
				E 01	300 292 000 305 505	Fees For Services		\$75.00	
	PO#:	Voucher #: 105750		Invoice	Invoice No: 042324	4/26/2024	Paid Amt:	\$75.00	
								Check Amount:	\$75.00
0146	MB	86784	16086	remit	COLONIAL LIFE INSURANCE COMPANY		Check		
				B 01	215 029	Supplemental Insurance-Voluntary		\$213.08	
	PO#:	Voucher #: 105754		Invoice	Invoice No: 41790570413098	4/26/2024	Paid Amt:	\$213.08	
								Check Amount:	\$213.08
0146	MB	86785	13450		CROWN TROPHY		Check		
				E 01	300 298 000 401 000	Outstanding Senior Vocalist engraving, plaque		\$40.60	
	PO#: 49941	Voucher #: 105739		Invoice	Invoice No: 66458	4/26/2024	Paid Amt:	\$40.60	
								Check Amount:	\$40.60
0146	MB	86786	17773		FOUR STAR NINJA ACADEMY LLC		Check		
				E 04	005 506 321 369 000	Summer Field Trip		\$400.00	
	PO#:	Voucher #: 105745		Invoice	Invoice No: 103	4/26/2024	Paid Amt:	\$400.00	
								Check Amount:	\$400.00
0146	MB	86787	16217		HAWLEY GOLF CLUB		Check		
				E 01	300 294 000 401 504	General Supplies		\$21.00	
	PO#:	Voucher #: 105748		Invoice	Invoice No: 042624	4/26/2024	Paid Amt:	\$21.00	
								Check Amount:	\$21.00

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Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type		
0146	MB	86788	14156		HAWLEY HIGH SCHOOL		Check		
				E 01	300 298 000 401 000	Golf Medals Fee		\$30.00	
	PO#:	Voucher #:	105746	Invoice	Invoice No: 042424	4/26/2024	Paid Amt:	\$30.00	
							Check Amount:	\$30.00	
0146	MB	86789	16430		INDEPENDENT SCHOOL DISTRICT #309		Check		
				E 01	300 294 000 369 504	Entry Fee		\$180.00	
	PO#:	Voucher #:	105747	Invoice	Invoice No: 042624	4/26/2024	Paid Amt:	\$180.00	
							Check Amount:	\$180.00	
0146	MB	86790	13223		MARTIN, MICHAEL R		Check		
				E 01	300 292 000 401 505	Alfa Track Starter		\$350.00	
	PO#:	Voucher #:	105749	Invoice	Invoice No: 042324	4/26/2024	Paid Amt:	\$350.00	
							Check Amount:	\$350.00	
0146	MB	86791	17278		MENARDS		Check		
				E 01	005 811 000 420 000	Steel door		\$246.00	
				E 01	005 811 000 420 000	Lock set		\$19.97	
				E 01	005 811 000 420 000	Screws		\$36.28	
	PO#: 49968	Voucher #:	105753	Invoice	Invoice No: 92670	4/26/2024	Paid Amt:	\$302.25	
							Check Amount:	\$302.25	
0146	MB	86792	17471		REINHART FOODSERVICE LLC		Check		
				E 02	005 770 701 490 000	Food		\$1,573.29	
				E 02	005 770 705 490 000	Breakfast Food		\$1,206.36	
				E 02	005 770 701 401 000	General Supplies		\$118.47	
	PO#:	Voucher #:	105732	Invoice	Invoice No: 976067	4/26/2024	Paid Amt:	\$2,898.12	
							Check Amount:	\$2,898.12	
0146	MB	86793	11245		REMIT SCHOOL SPECIALTY LLC		Check		
				E 01	100 208 000 401 000	1481993 BIC Cristal Bold Non-Refillable Ball F		\$7.79	
				E 01	100 208 000 401 000	025669 Post-it Original Notes 100 Sheet Pad,		\$10.85	
				E 01	100 208 000 401 000	1452929 Paper Mate Pencil Cap Erasers, Pink		\$9.81	
				E 01	100 208 000 401 000	1481993 BIC Cristal Bold Non-Refillable Ball F		\$7.79	
				E 01	100 208 000 401 000	025669 Post-it Original Notes 100 Sheet Pad,		\$10.85	
				E 01	100 208 000 401 000	1452929 Paper Mate Pencil Cap Erasers, Pink		\$9.81	
				E 01	100 208 000 401 000	076150 Post-it Pop-Up Original Notes, 3 x 3 In		\$19.95	
	PO#: 49874	Voucher #:	105740	Invoice	Invoice No: 308104489702	4/26/2024	Paid Amt:	\$76.85	
				E 01	100 201 000 430 000	054150 Tru-Ray Sulphite Construction Paper,		\$9.86	
				E 01	100 201 000 430 000	054141 Tru-Ray Sulphite Construction Paper,		\$9.86	
	PO#: 49945	Voucher #:	105741	Invoice	Invoice No: 208133969452	4/26/2024	Paid Amt:	\$19.72	
				E 01	100 205 000 430 000	2020182 Neenah Bright White Cardstock, 8-1/		\$21.70	
				E 01	100 205 000 401 000	060915 StikkiWorks Stikki Clips Paper Holders		\$24.40	

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Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type		
0146	MB	86793	11245	REMIT	SCHOOL SPECIALTY LLC		Check		
				E 01	100 205 000 401 000	2010292 Avery Heavyweight Sheet Protectors,	\$31.19		
				E 01	100 205 000 430 000	053970 Tru-Ray Sulphite Construction Paper, '	\$2.79		
				E 01	100 205 000 430 000	216775 Tru-Ray Sulphite Construction Paper, '	\$2.79		
				E 01	100 205 000 430 000	053979 Tru-Ray Sulphite Construction Paper, '	\$2.79		
				E 01	100 205 000 430 000	077432 Astrobrights Colored Cardstock, 8-1/2	\$25.15		
	PO#: 49903	Voucher #: 105742	Invoice	Invoice No: 308104491280	4/26/2024	Paid Amt:	\$110.81		
			E 01	100 201 000 430 000	220344 Crayola Marker Replacement Pack, Bi	\$5.19			
			E 01	100 201 000 430 000	220356 Crayola Marker Replacement Pack, Bi	\$5.19			
			E 01	100 201 000 430 000	220335 Crayola Marker Replacement Pack, Bi	\$4.01			
			E 01	100 201 000 401 000	220350 Crayola Marker Replacement Pack, Bi	\$5.19			
			E 01	100 201 000 430 000	409407 Hygloss Mosaic Tissue Squares, 1 x 1	\$5.78			
			E 01	100 201 000 430 000	200156 Hygloss Compoz-A-Puzzle, 28 Pieces	\$24.69			
			E 01	100 201 000 430 000	054069 Tru-Ray Sulphite Construction Paper,	\$4.93			
			E 01	100 201 000 401 000	2133001 School Smart Standard Staples, 1/4	\$1.41			
			E 01	100 201 000 401 000	084475 School Smart Smooth Paper Clips, 2 l	\$3.69			
			E 01	100 201 000 401 000	2020182 Neenah Bright White Cardstock, 8-1/	\$10.85			
			E 01	100 201 000 430 000	1506467 Prang Medium Weight Construction I	\$3.11			
	PO#: 49875	Voucher #: 105743	Invoice	Invoice No: 308104491250	4/26/2024	Paid Amt:	\$74.04		
							Check Amount:	\$281.42	
0146	MB	86794	10141		SUPREME SCHOOL SUPPLY CO.		Check		
				E 01	100 203 000 401 000	Student Health Record - MN#1 Version R2 (PH	\$46.00		
				E 01	100 203 000 401 000	Shipping and Handling (Priority Mail)	\$15.86		
	PO#: 49919	Voucher #: 105744	Invoice	Invoice No: 173474	4/26/2024	Paid Amt:	\$61.86		
							Check Amount:	\$61.86	
0146	MB	86795	15651	remit	TEACHERS ON CALL		Check		
				E 01	100 203 000 305 000	Elem substitutes	\$364.00		
				E 01	300 211 000 305 000	HS substitutes	\$2,366.00		
	PO#:	Voucher #: 105751	Invoice	Invoice No: 156483	4/26/2024	Paid Amt:	\$2,730.00		
			E 01	100 203 000 305 000	Elem substitutes	\$1,729.00			
			E 01	300 211 000 305 000	HS substitutes	\$1,729.00			
	PO#:	Voucher #: 105752	Invoice	Invoice No: 156734	4/26/2024	Paid Amt:	\$3,458.00		
							Check Amount:	\$6,188.00	
0146	MB	86796	17611		VALLEY BUS COACHES LLC		Check		
				E 01	300 289 733 360 000	Auxiliary portion	\$491.00		
				E 01	300 294 733 360 503	Contract-Public Carr	\$659.00		
	PO#:	Voucher #: 105731	Invoice	Invoice No: 8422	27 4/26/2024	Paid Amt:	\$1,150.00		
							Check Amount:	\$1,150.00	

Barnesville Public Schools #146 Detail Payment Register By Check

Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type		
0146	MB	86797	16637		BEMIDJI TOWN & COUNTRY CLUB		Check		
				E 01	300 294 000 369 504	entry fee		\$180.00	
PO#:	Voucher #:	105770	Invoice	Invoice No:	043024	4/30/2024	Paid Amt:	\$180.00	
							Check Amount:	\$180.00	
0146	MB	86798	16818		MN SCHOOL EMPLOYEES ASSOCIATION		Check		
				B 01	215 025	Nea-Mea-Bea Dues Payable		\$454.14	
PO#:	Voucher #:	105761	Invoice	Invoice No:	S2024200	4/30/2024	Paid Amt:	\$454.14	
							Check Amount:	\$454.14	
0146	MB	86799	11670		REMIT SAM'S CLUB DIRECT		Check		
				R 01	300 299 000 619 000	Concessions Cost of Sales		\$1,057.77	
PO#:	Voucher #:	105768	Invoice	Invoice No:	004690	4/30/2024	Paid Amt:	\$1,057.77	
				E 01	005 110 000 820 000	Sam's membership fee		\$290.00	
PO#:	Voucher #:	105769	Invoice	Invoice No:	999999	4/30/2024	Paid Amt:	\$290.00	
							Check Amount:	\$1,347.77	
0146	MB	86800	16011		ANDERSON, CRAIG		Check		
				E 01	300 296 000 305 517	Fees For Services		\$220.00	
PO#:	Voucher #:	105778	Invoice	Invoice No:	042524	5/3/2024	Paid Amt:	\$220.00	
							Check Amount:	\$220.00	
0146	MB	86801	15263		BRUNS, MICHAEL		Check		
				E 01	300 294 000 305 503	Fees For Services		\$220.00	
PO#:	Voucher #:	105779	Invoice	Invoice No:	042524	5/3/2024	Paid Amt:	\$220.00	
							Check Amount:	\$220.00	
0146	MB	86802	10001		CITY OF BARNESVILLE		Check		
				E 01	005 810 000 332 000	Electricity		\$12,395.95	
				E 01	005 810 000 331 000	Water-Sewage		\$2,010.48	
				E 01	005 810 000 330 000	Garbage		\$23.78	
				E 04	005 505 321 320 000	Communication		\$33.07	
				E 01	005 810 000 320 000	Communication		\$683.90	
PO#:	Voucher #:	105783	Invoice	Invoice No:	10115552	5/3/2024	Paid Amt:	\$15,147.18	
							Check Amount:	\$15,147.18	
0146	MB	86803	12853		EA - BARNESVILLE		Check		
				B 01	215 025	Nea-Mea-Bea Dues Payable		\$2,844.57	
PO#:	Voucher #:	105697	Invoice	Invoice No:	S2024190	5/3/2024	Paid Amt:	\$2,844.57	
				B 01	215 025	Nea-Mea-Bea Dues Payable		\$2,844.57	
PO#:	Voucher #:	105756	Invoice	Invoice No:	S2024200	5/3/2024	Paid Amt:	\$2,844.57	
							Check Amount:	\$5,689.14	

Barnesville Public Schools #146 Detail Payment Register By Check

Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type		
0146	MB	86804	15344		EDUCATORS BENEFIT CONSULTANTS		Check		
				E 01	005 110 000 305 000	Fees For Services		\$69.18	
	PO#:	Voucher #:	105776	Invoice	Invoice No: 32595	5/3/2024	Paid Amt:	\$69.18	
							Check Amount:	\$69.18	
0146	MB	86805	15730		ESSENTIA HEALTH		Check		
				E 01	300 790 000 305 000	monthly sports medicine agreement		\$125.00	
	PO#:	Voucher #:	105788	Invoice	Invoice No: 1124.3010.1707.01	5/3/2024	Paid Amt:	\$125.00	
							Check Amount:	\$125.00	
0146	MB	86806	17522		FARGO COUNTRY CLUB		Check		
				E 01	300 294 000 401 504	Dozen Custom ProV1x Golf Balls		\$576.00	
				E 01	300 294 000 401 504	Shipping		\$18.00	
	PO#: 49936	Voucher #:	105789	Invoice	Invoice No: 1012022	5/3/2024	Paid Amt:	\$594.00	
							Check Amount:	\$594.00	
0146	MB	86807	17278		MENARDS		Check		
				E 01	005 811 000 420 000	gas can		\$33.68	
				E 01	005 811 000 420 000	spout		\$17.98	
				E 01	005 811 000 420 000	marking paint		\$130.44	
				E 01	005 811 000 420 000	oil		\$52.68	
	PO#: 49974	Voucher #:	105787	Invoice	Invoice No: 93439	5/3/2024	Paid Amt:	\$234.78	
							Check Amount:	\$234.78	
0146	MB	86808	16955		OFFICE OF THE SECRETARY OF STATE		Check		
				E 01	005 105 000 401 000	Notary Application		\$120.00	
	PO#:	Voucher #:	105775	Invoice	Invoice No: 050224	5/3/2024	Paid Amt:	\$120.00	
							Check Amount:	\$120.00	
0146	MB	86809	12663	remit	REALLY GOOD STUFF LLC		Check		
				E 01	100 207 000 430 000	170393 Construction Paper Holiday Green 12		\$28.41	
				E 01	100 207 000 430 000	170347 Colorations Construction Paper Whit		\$28.41	
	PO#: 49921	Voucher #:	105780	Invoice	Invoice No: 8494940	5/3/2024	Paid Amt:	\$56.82	
				E 01	100 205 000 430 000	157716 Ready To Decorate Guess Who s Whr		\$28.48	
				E 01	100 205 000 430 000	168586 Colorations Craft Bags with Handle S		\$20.88	
	PO#: 49902	Voucher #:	105781	Invoice	Invoice No: 8490921	5/3/2024	Paid Amt:	\$49.36	
				E 01	100 201 000 430 000	168586 Colorations Craft Bags with Handle S		\$10.44	
				E 01	100 201 000 430 000	167619 Colorations Eye Stickers 2000 Piece		\$9.49	
				E 01	100 201 000 430 000	170660 Colorations Decorate Your Own Jigsaw		\$16.14	
	PO#: 49901	Voucher #:	105782	Invoice	Invoice No: 8490920	5/3/2024	Paid Amt:	\$36.07	
							Check Amount:	\$142.25	

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Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type		
0146	MB	86810	12141		REGION 6A, MSHSL		Check		
				E 01	300 258 000 369 000	Entry Fees/Student Travel		\$25.00	
PO#:	Voucher #:	105774	Invoice	Invoice No:	050324	5/3/2024	Paid Amt:	\$25.00	
							Check Amount:	\$25.00	
0146	MB	86811	17471		REINHART FOODSERVICE LLC		Check		
				E 02	005 770 701 490 000	Food		\$1,629.44	
				E 02	005 770 705 490 000	Breakfast Food		\$879.52	
				E 02	005 770 707 490 000	Food		\$124.88	
				E 02	005 770 701 401 000	General Supplies		\$133.35	
				R 01	300 299 000 619 000	Concessions Cost of Sales		\$51.64	
PO#:	Voucher #:	105786	Invoice	Invoice No:	969241	5/3/2024	Paid Amt:	\$2,818.83	
							Check Amount:	\$2,818.83	
0146	MB	86812	15651	remit	TEACHERS ON CALL		Check		
				E 01	100 203 000 305 000	Elem substitutes		\$1,274.00	
				E 01	300 211 000 305 000	HS substitutes		\$1,183.00	
PO#:	Voucher #:	105790	Invoice	Invoice No:	156989	5/3/2024	Paid Amt:	\$2,457.00	
							Check Amount:	\$2,457.00	
0146	MB	86813	17568		VENTRIS LEARNING LLC		Check		
				E 01	100 203 302 460 000	UFLI Manuals		\$560.00	
				E 01	100 203 302 460 000	UFLI shipping		\$42.00	
PO#: 49913	Voucher #:	105785	Invoice	Invoice No:	20243720	5/3/2024	Paid Amt:	\$602.00	
							Check Amount:	\$602.00	
0146	MB	86814	16653		VERIFIED FIRST		Check		
				E 01	005 105 000 305 000	Background Checks		\$207.90	
PO#:	Voucher #:	105777	Invoice	Invoice No:	INV-000476325	5/3/2024	Paid Amt:	\$207.90	
							Check Amount:	\$207.90	
0146	MB	86815	16972		XCEL ENERGY		Check		
				E 01	005 810 000 333 000	Natural Gas		\$6,076.42	
PO#:	Voucher #:	105784	Invoice	Invoice No:	875321865	5/3/2024	Paid Amt:	\$6,076.42	
							Check Amount:	\$6,076.42	
0146	MB	86816	15977	REMIT	ELAN FINANCIAL SERVICES		Check		
				E 01	005 020 000 401 000	Zoom/ChatGPT subscription (District)		\$25.33	
				E 01	100 640 316 366 000	Staff Development		\$553.10	
				E 01	100 050 000 401 000	Zoom subscription (Elem)		\$17.17	
				E 04	005 509 321 405 000	Brightwheel subscription		\$150.00	
				E 01	300 255 000 350 000	HS Ind Tech supplies		\$99.88	
				E 01	005 640 316 366 000	Staff Development		\$615.00	
				E 01	100 401 740 433 000	Elem Special Ed Supplies		\$104.50	

Barnesville Public Schools #146 Detail Payment Register By Check

Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type
0146	MB	86816	15977	REMIT	ELAN FINANCIAL SERVICES		Check
				E 01	300 289 000 401 000 HS Auxiliary		\$3,381.35
				E 01	300 289 000 369 000 HS Auxiliary Travel		\$1,186.28
				E 01	100 259 000 430 000 Elem Music Supplies		\$15.95
				E 04	005 582 344 401 000 Preschool supplies		\$269.89
				E 01	300 294 000 366 502 Boys Basketball Travel		\$532.17
				E 01	300 298 000 401 000 ChatGPT Subscription (Activities)		\$20.00
				E 01	300 298 000 366 000 Travel		\$547.56
				E 01	300 298 000 366 000 District Office supplies		\$114.07
PO#:	Voucher #:	105791	Invoice	Invoice No:	April 2024	5/3/2024	Paid Amt: \$7,632.25
							Check Amount: \$7,632.25
0146	MB	86817	16339	REMIT	JOHNSON PLASTICS PLUS		Check
				E 01	300 256 000 401 000 #609101-EA - SG500 Sublimation Ink (Black)		\$77.00
				E 01	300 256 000 401 000 #609102-EA - SG500 Submilation Ink (Cyan)		\$77.00
				E 01	300 256 000 401 000 #609103-EA - SG500 Submilation Ink (Mage)		\$77.00
				E 01	300 256 000 401 000 #609104-EA - SG500 Submilation Ink (Yellow)		\$77.00
				E 01	300 256 000 401 000 #PRSG400IT-EA - Waste Ink Tank		\$38.00
				E 01	300 256 000 401 000 Shipping		\$12.99
PO#:	49952	Voucher #:	105792	Invoice	Invoice No:	3528904	5/3/2024
							Paid Amt: \$358.99
							Check Amount: \$358.99
0146	MB	86818	16443		BALMORAL GOLF COURSE		Check
				E 01	300 296 000 369 514 Entry Fees/Student Travel		\$120.00
PO#:	Voucher #:	105795	Invoice	Invoice No:	050624	5/6/2024	Paid Amt: \$120.00
							Check Amount: \$120.00
0146	MB	86819	16637		BEMIDJI TOWN & COUNTRY CLUB		Check
				E 01	300 296 000 369 514 entry fee		\$180.00
PO#:	Voucher #:	105796	Invoice	Invoice No:	050624	5/6/2024	Paid Amt: \$180.00
							Check Amount: \$180.00
0146	MB	86820	16031		LAKESIDE GOLF COURSE		Check
				E 01	300 294 000 401 504 Range Balls		\$24.00
PO#:	Voucher #:	105797	Invoice	Invoice No:	051024	5/6/2024	Paid Amt: \$24.00
							Check Amount: \$24.00
0146	MB	86821	15229		PENNICK, KOBY A.		Check
				E 01	300 296 000 305 517 Fees For Services		\$95.00
PO#:	Voucher #:	105798	Invoice	Invoice No:	050224	5/6/2024	Paid Amt: \$95.00
							Check Amount: \$95.00

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Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type		
0146	MB	86822	16098		PETERSON, DAVID C.		Check		
				E 01	300 296 000 305 517	Fees For Services		\$315.00	
	PO#:	Voucher #:	105799	Invoice	Invoice No: 050424	5/6/2024	Paid Amt:	\$315.00	
							Check Amount:	\$315.00	
0146	MB	86823	11254		BASEB, RAIDER BASEBALL		Check		
				E 01	300 294 000 369 507	Entry Fees/Student Travel		\$350.00	
	PO#:	Voucher #:	105800	Invoice	Invoice No: 050324	5/6/2024	Paid Amt:	\$350.00	
							Check Amount:	\$350.00	
0146	MB	86824	16253		SMART, DAVID		Check		
				E 01	300 296 000 305 517	Fees For Services		\$315.00	
	PO#:	Voucher #:	105801	Invoice	Invoice No: 050424	5/6/2024	Paid Amt:	\$315.00	
				E 01	300 296 000 305 517	Fees For Services		\$156.18	
	PO#:	Voucher #:	105802	Invoice	Invoice No: 050224	5/6/2024	Paid Amt:	\$156.18	
							Check Amount:	\$471.18	
0146	MB	86825	16572		THELEN, MARK		Check		
				E 01	300 296 000 305 517	Fees For Services		\$108.00	
	PO#:	Voucher #:	105803	Invoice	Invoice No: 050224	5/6/2024	Paid Amt:	\$108.00	
							Check Amount:	\$108.00	
0146	MB	86826	17424		DGF SCHOOLS		Check		
				E 01	300 294 000 369 504	Entry Fees/Student Travel		\$75.00	
	PO#:	Voucher #:	105812	Invoice	Invoice No: 051024	5/13/2024	Paid Amt:	\$75.00	
							Check Amount:	\$75.00	
0146	MB	86827	16922		FOREST HILLS GOLF		Check		
				E 01	300 294 000 369 504	Entry Fees/Student Travel		\$120.00	
	PO#:	Voucher #:	105809	Invoice	Invoice No: 051624	5/13/2024	Paid Amt:	\$120.00	
							Check Amount:	\$120.00	
0146	MB	86828	14156	golf	HAWLEY BOYS GOLF		Check		
				E 01	300 294 000 369 504	Entry Fees/Student Travel		\$60.00	
	PO#:	Voucher #:	105808	Invoice	Invoice No: 051324	5/13/2024	Paid Amt:	\$60.00	
							Check Amount:	\$60.00	
0146	MB	86829	12942		MIDWEST BANK		Check		
				E 01	300 292 000 369 505	Meal Money for StateTrue Team		\$1,215.00	
				E 01	300 292 000 366 505	Meal Money for Coaches-State True Team		\$225.00	
	PO#:	Voucher #:	105811	Invoice	Invoice No: 050924	5/13/2024	Paid Amt:	\$1,440.00	
							Check Amount:	\$1,440.00	

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Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type
0146	MB	86830	16745		MORRIS AREA HIGH SCHOOL		Check
				E 01	300 296 000 369 517	Entry Fees/Student Travel	\$75.00
PO#:		Voucher #:	105813	Invoice	Invoice No: 051124	5/13/2024	Paid Amt: \$75.00
							Check Amount: \$75.00
0146	MB	86831	16972		XCEL ENERGY		Check
				E 01	005 810 000 333 000	Natural Gas	\$1,728.54
PO#:		Voucher #:	105810	Invoice	Invoice No: 875361016	5/13/2024	Paid Amt: \$1,728.54
							Check Amount: \$1,728.54
0146	MB	86832	14911		REMIT AMAZON CAPITAL SERVICES		Check
				E 01	100 407 740 433 000	Special Supplies Therapy Putty for Kids and A	\$28.48
				E 01	100 407 740 433 000	Wilma Jean the Worry Machine: A Picture Boc	\$7.99
				E 01	100 407 740 433 000	CN-Outlet Kids Headphones Bulk 8 Pack Mult	\$19.95
				E 01	100 407 740 401 000	Amazon Basics 9 x 12-Inch Clasp Kraft Envelc	\$15.99
				E 01	100 407 740 433 000	Bean Bag Chair 3Ft, Memory Foam Filled, Rei	\$0.00
				E 01	100 407 740 433 000	Bouncyband Wiggle Feet, Dark Blue – Sensor	\$24.30
				E 01	100 407 740 401 000	IRIS USA Craft Plastic Organizers and Storage	\$37.99
				E 01	100 407 740 401 000	Amazon Basics Hardboard Office Clipboard, 6	\$9.85
				E 01	100 407 740 401 000	4 Tier Stackable Letter Tray Paper Holder Des	\$23.50
				E 01	100 407 740 433 000	3 Pcs Fidget Marble Maze Mat Tie Dye Marble	\$7.99
				E 01	100 407 740 433 000	SCRIBBLEDO 8 Pack Dry Erase Dots 11 inch	\$9.95
				E 01	100 407 740 401 000	Amazon Basics 3-Tier Rolling Utility or Kitcher	\$36.52
				E 01	100 407 740 433 000	The Tower of Self Esteem, CBT Play Therapy	\$23.98
				E 01	100 407 740 433 000	Connect More - Social Skills Games and Ther:	\$35.00
				E 01	100 407 740 433 000	Head Rush - Social Skills Games and Therapy	\$23.95
				E 01	100 407 740 433 000	My Incredible Talking Body Lesson & Activity C	\$19.35
				E 01	100 407 740 433 000	My Incredible Talking Body	\$14.95
				E 01	100 407 740 433 000	What If Everybody Said That?	\$8.29
				E 01	100 407 740 433 000	What If Everybody Did That?	\$6.99
				E 01	100 407 740 433 000	Clark the Shark	\$14.29
				E 01	100 407 740 433 000	I Can Do Hard Things: Mindful Affirmations for	\$11.66
				E 01	100 407 740 433 000	It's Great to Work Together (Let's Get Along!)	\$25.00
				E 01	100 407 740 433 000	A Quiet Place	\$7.50
				E 01	100 407 740 433 000	How to Apologize	\$12.49
				E 01	100 407 740 433 000	Don't Squeal Unless It's a Big Deal: A Tale of 1	\$9.02
				E 01	100 407 740 433 000	Amazon Basics Clear Sheet Protectors for 3 F	\$15.41
				E 01	100 407 740 401 000	Pendaflex File Folders, Letter Size, 8-1/2" x 11	\$15.61
				E 01	100 407 740 433 000	Skillmatics Guess in 30 - Ultimate Guessing G	\$14.96
				E 01	100 407 740 433 000	Skillmatics Card Game - Called It, The Funnie	\$9.99
				E 01	100 407 740 401 000	4-Pack Classroom Privacy Shields for Student	\$16.47

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Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type		
0146	MB	86832	14911	REMIT	AMAZON CAPITAL SERVICES		Check		
				E 01	100 407 740 401 000	Swingline Stapler, Commercial Desk Stapler, 2	\$11.00		
				E 01	100 407 740 433 000	The Coping Cat Parent Companion	\$19.00		
				E 01	100 407 740 433 000	Coping Cat Workbook, Second Edition (Child	\$26.95		
				E 01	100 407 740 433 000	Cognitive-Behavioral Therapy for Anxious Chil	\$24.00		
				E 01	100 407 740 433 000	Temper Tamers	\$12.99		
				E 01	100 407 740 433 000	Mad Dragon: an Anger Control Card Game	\$21.95		
				E 01	100 407 740 433 000	Positive Me!: A Kids' Guide to Self-compassio	\$27.56		
				E 01	100 407 740 433 000	What Should Danny Do? School Day (The Pow	\$13.19		
				E 01	100 407 740 433 000	Pause Power: Learning to Stay Calm When Yc	\$10.95		
				E 01	100 407 740 433 000	How Did You Miss That?: A Story Teaching Se	\$10.69		
				E 01	100 407 740 433 000	How Do I Remember All That?: A Story to Imp	\$11.95		
				E 01	100 407 740 433 000	It Was Just Right Here! (Executive FUNction)	\$10.91		
				E 01	100 407 740 433 000	I'll Never Get All of That Done!: A Story about I	\$10.95		
				E 01	100 407 740 433 000	What's the Problem?: A Story Teaching Proble	\$10.69		
				E 01	100 407 740 433 000	Time to Get Started: A Story About Learning to	\$10.91		
				E 01	100 407 740 433 000	Fix It with Focus: A Story about Ignoring Distra	\$11.79		
				E 01	100 407 740 433 000	Of Course It's a Big Deal: A Story about Learni	\$10.95		
				E 01	100 407 740 433 000	My Day Is Ruined!: A Story Teaching Flexible T	\$11.95		
				E 01	100 407 740 433 000	What Should Danny Do? (The Power to Choos	\$11.99		
				E 01	100 407 740 433 000	Worry Says What?: A Picture Book About Sile	\$7.99		
PO#:	49930	Voucher #:	105815	Invoice	Invoice No:	iDF-KFG6-YLYQ	5/14/2024	Paid Amt:	\$795.78
				E 01	100 203 302 460 000	I Survived Pearl Harbor	\$50.00		
				E 01	100 203 302 460 000	I Survived Joplin Tornado	\$89.85		
				E 01	100 203 302 460 000	I Survived the Great Molasses Flood	\$59.90		
				E 01	100 203 302 460 000	Multibuy Discount	(\$55.99)		
PO#:	49950	Voucher #:	105816	Invoice	Invoice No:	1KCG-4WYY-V7DN	5/14/2024	Paid Amt:	\$143.76
				E 01	100 203 302 460 000	Puppy Place #5 Buddy	\$130.25		
PO#:	49950	Voucher #:	105817	Invoice	Invoice No:	1T1N-T6W9-NKDJ	5/14/2024	Paid Amt:	\$130.25
				E 01	300 220 000 401 000	Wireless Presenter Remote Clicker	\$56.37		
PO#:	49943	Voucher #:	105818	Invoice	Invoice No:	1DVH-LN9D-MWJ6	5/14/2024	Paid Amt:	\$56.37
				E 01	005 811 000 420 000	Weed whip head	\$22.95		
				E 01	005 811 000 420 000	shipping	\$6.75		
PO#:	49959	Voucher #:	105819	Invoice	Invoice No:	1RN3-7XL9-GHHF	5/14/2024	Paid Amt:	\$29.70
								Check Amount:	\$1,155.86
0146	MB	86833	16657	ACT			Check		
				E 01	300 289 000 401 000	ACT Test	34	\$1,914.75	
PO#:		Voucher #:	105833	Invoice	Invoice No:	27887	5/17/2024	Paid Amt:	\$1,914.75
								Check Amount:	\$1,914.75

Barnesville Public Schools #146

Detail Payment Register By Check

Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type
0146	MB	86834	15412		AFLAC		Check
				B 01	215 029	Supplemental Insurance-Voluntary	\$493.54
	PO#:	Voucher #:	105834	Invoice	Invoice No:	025638	5/17/2024
							Paid Amt: \$493.54
							Check Amount: \$493.54
0146	MB	86835	14911	REMIT	AMAZON CAPITAL SERVICES		Check
				E 01	300 620 000 470 000	books	\$15.99
				E 01	300 620 000 470 000	book	\$9.89
				E 01	300 620 000 470 000	book	\$10.98
				E 01	300 620 000 470 000	book	\$8.50
				E 01	300 620 000 470 000	book	\$10.71
				E 01	300 620 000 470 000	book	\$12.89
				E 01	300 620 000 470 000	book	\$10.99
				E 01	300 620 000 470 000	books	\$13.99
				E 01	300 620 000 470 000	book	\$13.44
				E 01	300 620 000 470 000	book	\$8.63
				E 01	300 620 000 470 000	books	\$7.99
				E 01	300 620 000 470 000	book	\$6.99
				E 01	300 620 000 470 000	book	\$16.29
				E 01	300 620 000 470 000	book	\$21.46
				E 01	300 620 000 470 000	books	\$8.99
				E 01	300 620 000 470 000	books	\$29.98
				E 01	300 620 000 470 000	books	\$39.98
				E 01	300 620 000 470 000	book	\$17.08
				E 01	300 620 000 470 000	book	\$24.99
				E 01	300 620 000 470 000	books	\$9.99
				E 01	300 620 000 470 000	books	\$12.74
				E 01	300 620 000 470 000	book	\$15.74
				E 01	300 620 000 470 000	book	\$12.16
				E 01	300 620 000 470 000	book	\$0.00
	PO#:	49956	Voucher #:	105835	Invoice	Invoice No:	1XJJ-WCNX-HFTP
						5/17/2024	Paid Amt: \$340.39
				E 01	300 620 000 470 000	book	\$7.32
				E 01	300 620 000 470 000	books	\$0.00
				E 01	300 620 000 470 000	book	\$33.98
				E 01	300 620 000 470 000	book	\$6.45
				E 01	300 620 000 470 000	book	\$14.97
				E 01	300 620 000 470 000	books	\$45.72
				E 01	300 620 000 470 000	book	\$17.76
				E 01	300 620 000 470 000	books	\$18.77
				E 01	300 620 000 470 000	books	\$31.98

Barnesville Public Schools #146 Detail Payment Register By Check

Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type
0146	MB	86835	14911	REMIT	AMAZON CAPITAL SERVICES		Check
				E 01	300 620 000 470 000 books		\$13.59
				E 01	300 620 000 470 000 books		\$9.90
				E 01	300 620 000 470 000 books		\$9.99
				E 01	300 620 000 470 000 book		\$37.50
				E 01	300 620 000 470 000 books		\$14.30
				E 01	300 620 000 470 000 book		\$15.86
				E 01	300 620 000 470 000 book		\$15.74
				E 01	300 620 000 470 000 book		\$12.21
				E 01	300 620 000 470 000 books		\$18.79
				E 01	300 620 000 470 000 books		\$10.99
				E 01	300 620 000 470 000 book		\$12.66
				E 01	300 620 000 470 000 books		\$12.74
				E 01	300 620 000 470 000 books		\$35.98
				E 01	300 620 000 470 000 book		\$10.89
				E 01	300 620 000 470 000 book		\$11.38
				E 01	300 620 000 470 000 book		\$14.59
				E 01	300 620 000 470 000 book		\$13.51
				E 01	300 620 000 470 000 book		\$14.04
				E 01	300 620 000 470 000 books		\$22.00
				E 01	300 620 000 470 000 book		\$14.98
				E 01	300 620 000 470 000 book		\$11.11
				E 01	300 620 000 470 000 book		\$8.26
				E 01	300 620 000 470 000 book		\$13.59
				E 01	300 620 000 470 000 book		\$16.24
				E 01	300 620 000 470 000 books		\$14.59
				E 01	300 620 000 470 000 books		\$11.98
				E 01	300 620 000 470 000 book		\$16.99
PO#: 49956	Voucher #:	105836	Invoice	Invoice No:	1Y4N-XPL6-6MMH	5/17/2024	Paid Amt: \$591.35
				E 01	100 620 000 470 000 book		\$7.29
				E 01	100 620 000 470 000 book		\$5.69
				E 01	100 620 000 470 000 book		\$7.99
				E 01	100 620 000 470 000 book		\$5.59
				E 01	100 620 000 470 000 book		\$15.29
				E 01	100 620 000 470 000 book		\$15.69
				E 01	100 620 000 470 000 book		\$11.59
				E 01	100 620 000 470 000 book	36	\$11.65
				E 01	100 620 000 470 000 book		\$13.35
				E 01	100 620 000 470 000 book		\$12.98

Barnesville Public Schools #146 Detail Payment Register By Check

Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type
0146	MB	86835	14911	REMIT	AMAZON CAPITAL SERVICES		Check
				E 01	100 620 000 470 000 book		\$10.17
				E 01	100 620 000 470 000 book		\$12.39
				E 01	100 620 000 470 000 book		\$7.43
				E 01	100 620 000 470 000 book		\$10.76
				E 01	100 620 000 470 000 book		\$14.90
				E 01	100 620 000 470 000 book		\$10.95
				E 01	100 620 000 470 000 book		\$10.19
				E 01	100 620 000 470 000 book		\$11.88
				E 01	100 620 000 470 000 book		\$20.40
				E 01	100 620 000 470 000 book		\$7.99
				E 01	100 620 000 470 000 book		\$10.89
				E 01	100 620 000 470 000 book		\$8.15
				E 01	100 620 000 470 000 book		\$15.59
				E 01	100 620 000 470 000 book		\$12.99
				E 01	100 620 000 470 000 book		\$16.19
				E 01	100 620 000 470 000 book		\$11.36
				E 01	100 620 000 470 000 book		\$14.76
				E 01	100 620 000 470 000 book		\$9.99
				E 01	100 620 000 470 000 book		\$8.81
PO#: 49960	Voucher #:	105837	Invoice	Invoice No:	1Q6C-FGRB-JC7J	5/17/2024	Paid Amt: \$332.90
			E 01	100 203 302 460 000	9780395923924 Hooway for Wodney Wat		\$15.98
			E 01	100 203 302 460 000	Freight		\$6.99
PO#: 49882	Voucher #:	105838	Invoice	Invoice No:	1MWX-QKRK-KHRP	5/17/2024	Paid Amt: \$22.97
			E 01	100 203 302 460 000	9781338305791 From Nerd to Ninja! (Ninja Kir		\$60.52
PO#: 49882	Voucher #:	105839	Invoice	Invoice No:	1MY1-QYKC-TTVN	5/17/2024	Paid Amt: \$60.52
			E 01	100 740 000 430 000	Building Champions Small Group Curriculum		\$39.99
			E 01	100 740 000 430 000	Shipping and Handling		\$0.00
PO#: 49988	Voucher #:	105840	Invoice	Invoice No:	1HR9-16J7-WTMV	5/17/2024	Paid Amt: \$39.99
			E 01	100 620 000 470 000	book		\$15.98
PO#: 49837	Voucher #:	105841	Invoice	Invoice No:	1MQG-TCG1-TV3H	5/17/2024	Paid Amt: \$15.98
			E 01	100 203 302 460 000	SCRIBBLEDO 5 Pack Double Sided Whiteboe		\$258.86
PO#: 49978	Voucher #:	105842	Invoice	Invoice No:	1MDD-WN3N-VQPN	5/17/2024	Paid Amt: \$258.86
			E 01	005 812 000 420 000	Cross walk sigh replacement panels		\$112.36
PO#: 49983	Voucher #:	105843	Invoice	Invoice No:	13QG-M7JK-WFL4	5/17/2024	Paid Amt: \$112.36
			E 01	005 812 000 420 000	return		\$103.12
PO#:	Voucher #:	105844	Credit	Invoice No:	1KDL-PT11-G31H	37 5/17/2024	Paid Amt: (\$103.12)
			E 01	100 288 000 430 000	Magnetic Whiteboard, set of 6		\$79.92
			E 01	100 288 000 430 000	Magnetic Wand Bingo Chip Set		\$81.56

Barnesville Public Schools #146 Detail Payment Register By Check

Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type		
0146	MB	86835	14911	REMIT	AMAZON CAPITAL SERVICES		Check		
				E 01	100 288 000 430 000	Reusable Dry Erase Pocket Sleeves	\$76.80		
				E 01	100 288 000 430 000	Foam Dice	\$38.36		
				E 01	100 288 000 430 000	Cotton Rounds Make-up Remover Pads	\$35.96		
PO#:	49929	Voucher #:	105845	Invoice	Invoice No:	1TRX-QQMC-Y46V	5/17/2024	Paid Amt:	\$312.60
				E 01	300 620 000 470 000	books	\$15.98		
				E 01	300 620 000 470 000	book	\$8.99		
				E 01	300 620 000 470 000	books	\$10.96		
				E 01	300 620 000 470 000	book	\$19.99		
				E 01	300 620 000 470 000	book	\$11.66		
				E 01	300 620 000 470 000	book	\$13.99		
				E 01	300 620 000 470 000	books	\$23.98		
				E 01	300 620 000 470 000	book	\$14.23		
				E 01	300 620 000 470 000	books	\$2.83		
PO#:	49956	Voucher #:	105846	Invoice	Invoice No:	1JLL-1R9X-PT99	5/17/2024	Paid Amt:	\$122.61
				E 01	300 620 000 470 000	books	\$112.41		
PO#:		Voucher #:	105847	Invoice	Invoice No:	16GX-MHG1-DKXW	5/17/2024	Paid Amt:	\$112.41
				E 01	100 402 740 433 000	Rebounder Trampoline for Adults - Foldable M	\$79.00		
				E 01	100 402 740 433 000	Nuanchu 2 Pcs Folding Slant Board for Writin	\$49.98		
				E 01	100 402 740 433 000	INNER-ACTIVE Play Putty Therapy Putty for l	\$14.95		
				E 01	100 402 740 433 000	INNER-ACTIVE Play Putty Therapy Putty for l	\$14.95		
				E 01	100 402 740 433 000	Inner-Active Play Putty Therapy Putty for Kids	\$14.95		
				E 01	100 402 740 433 000	LEGO Creator 3 in 1 Red Dragon Toy, Transfc	\$19.94		
				E 01	100 402 740 433 000	LEGO City Construction Steamroller Toy Play	\$9.97		
				E 01	100 402 740 433 000	LEGO Creator 3 in 1 Space Shuttle Building T	\$7.99		
				E 01	100 402 740 433 000	LEGO City Fire Rescue Helicopter Toy, Buildii	\$9.99		
				E 01	100 402 740 433 000	LEGO City Green Race Car Toy, Classic-Style	\$19.94		
				E 01	100 402 740 433 000	LEGO City Go-Karts and Race Drivers Toy Pl:	\$7.99		
				E 01	100 402 740 433 000	LEGO City Police Bike Car Chase 60392, Toy	\$9.82		
				E 01	100 402 740 433 000	LEGO City Police Car Toy 60312 for Kids 5 Pl	\$8.99		
				E 01	100 402 740 433 000	LEGO City Electric Sports Car 60383, Toy for	\$7.99		
				E 01	100 402 740 433 000	LEGO Creator 3 in 1 Deep Sea Creatures, Tr:	\$10.39		
				E 01	100 402 740 433 000	LEGO Creator 3 in 1 Vintage Motorcycle Set,	\$11.99		
				E 01	100 402 740 433 000	LEGO Creator 3 in 1 Mighty Dinosaur Toy, Tr:	\$9.59		
				E 01	100 402 740 433 000	Didax Write-On and Wipe-Off Base Ten Mats,	\$21.38		
				E 01	100 402 740 433 000	Torlam Magnetic Ten-Frame Set - Math Manip	\$17.99		
PO#:	49989	Voucher #:	105848	Invoice	Invoice No:	1937-LQ7C-WGJ3	38 5/17/2024	Paid Amt:	\$347.79
								Check Amount:	\$2,567.61

Barnesville Public Schools #146 Detail Payment Register By Check

Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type		
0146	MB	86836	15900		ANDERSON ELECTRIC LLC		Check		
				E 01	005 865 370 350 000	Emergency light work as required		\$350.00	
	PO#: 49973	Voucher #: 105849	Invoice		Invoice No: 7944	5/17/2024	Paid Amt:	\$350.00	
				E 01	005 812 000 350 000	Replace hallway lights		\$300.00	
	PO#: 49973	Voucher #: 105850	Invoice		Invoice No: 7943	5/17/2024	Paid Amt:	\$300.00	
								Check Amount:	\$650.00
0146	MB	86837	10002	remit	ARAMARK		Check		
				E 02	005 770 701 382 000	Laundry/Dry Cleaning		\$173.19	
	PO#:	Voucher #: 105851	Invoice		Invoice No: 2520378831	5/17/2024	Paid Amt:	\$173.19	
				E 02	005 770 701 382 000	Laundry/Dry Cleaning		\$173.19	
	PO#:	Voucher #: 105852	Invoice		Invoice No: 2520378832	5/17/2024	Paid Amt:	\$173.19	
				E 02	005 770 701 382 000	Laundry/Dry Cleaning		\$173.19	
	PO#:	Voucher #: 105853	Invoice		Invoice No: 2520370843	5/17/2024	Paid Amt:	\$173.19	
				E 02	005 770 701 382 000	Laundry/Dry Cleaning		\$173.19	
	PO#:	Voucher #: 105854	Invoice		Invoice No: 2520370845	5/17/2024	Paid Amt:	\$173.19	
								Check Amount:	\$692.76
0146	MB	86838	10685		BARNESVILLE BUS COMPANY, INC.		Check		
				E 01	300 294 733 360 507	Baseball		\$1,414.25	
				E 01	300 292 733 360 505	Track		\$1,131.75	
				E 01	300 294 733 360 504	Golf		\$469.50	
				E 01	300 296 733 360 514	Golf		\$469.50	
				E 01	300 296 733 360 517	Softball		\$666.50	
	PO#:	Voucher #: 105856	Invoice		Invoice No: April 24 Extra	5/17/2024	Paid Amt:	\$4,151.50	
				E 01	005 760 713 360 000	Open Enrollment Transportation		\$8,240.00	
	PO#:	Voucher #: 105857	Invoice		Invoice No: April 24 OE	5/17/2024	Paid Amt:	\$8,240.00	
				E 04	005 582 344 360 000	Preschool Busing		\$3,000.00	
	PO#:	Voucher #: 105858	Invoice		Invoice No: Apr 24 Preschool	5/17/2024	Paid Amt:	\$3,000.00	
				E 01	005 760 720 442 000	Gasoline		\$2,666.25	
	PO#:	Voucher #: 105859	Invoice		Invoice No: April 24 Fuel	5/17/2024	Paid Amt:	\$2,666.25	
				E 01	005 105 000 305 000	Drug/Alcohol Tests		\$70.00	
	PO#:	Voucher #: 105860	Invoice		Invoice No: 99313	5/17/2024	Paid Amt:	\$70.00	
								Check Amount:	\$18,127.75
0146	MB	86839	10685		BARNESVILLE BUS COMPANY, INC.		Check		
				E 01	005 760 720 360 000	Monthly Fee		\$57,800.00	
	PO#:	Voucher #: 105855	Invoice		Invoice No: May 2024	5/17/2024	Paid Amt:	\$57,800.00	
								Check Amount:	\$57,800.00

Barnesville Public Schools #146 Detail Payment Register By Check

Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type		
0146	MB	86840	12945		BARNESVILLE CHIROPRACTIC CLINIC		Check		
				E 01	005 760 733 305 000 DOT Physical			\$120.00	
	PO#:	Voucher #:	105861	Invoice	Invoice No: 050824	5/17/2024	Paid Amt:	\$120.00	
							Check Amount:	\$120.00	
0146	MB	86841	12156		BARNESVILLE C-STORE		Check		
				E 01	005 811 000 442 000 Gasoline			\$32.35	
	PO#:	Voucher #:	105880	Invoice	Invoice No: 5173-1	5/17/2024	Paid Amt:	\$32.35	
				E 01	005 811 000 442 000 Gasoline			\$38.13	
	PO#:	Voucher #:	105881	Invoice	Invoice No: 8309-2	5/17/2024	Paid Amt:	\$38.13	
				E 01	005 811 000 442 000 Gasoline			\$50.83	
	PO#:	Voucher #:	105882	Invoice	Invoice No: 6607-1	5/17/2024	Paid Amt:	\$50.83	
							Check Amount:	\$121.31	
0146	MB	86842	16618		BARNESVILLE DRUG & HARDWARE		Check		
				E 01	005 810 000 410 000 Custodial Supplies			\$8.99	
	PO#:	Voucher #:	105862	Invoice	Invoice No: 169512	5/17/2024	Paid Amt:	\$8.99	
				E 01	005 810 000 410 000 Custodial Supplies			\$50.44	
	PO#:	Voucher #:	105863	Invoice	Invoice No: 170617	5/17/2024	Paid Amt:	\$50.44	
				E 01	005 810 000 410 000 Custodial Supplies			\$12.49	
	PO#:	Voucher #:	105864	Invoice	Invoice No: 173327	5/17/2024	Paid Amt:	\$12.49	
							Check Amount:	\$71.92	
0146	MB	86843	10001	EDA	BARNESVILLE EDA		Check		
				E 01	005 010 000 380 000 Advertising			\$250.00	
	PO#:	Voucher #:	105983	Invoice	Invoice No: 051524	5/17/2024	Paid Amt:	\$250.00	
							Check Amount:	\$250.00	
0146	MB	86844	10013		BARNESVILLE GROCERY		Check		
				E 01	300 260 000 430 000 Instructional Sup			\$43.15	
	PO#:	Voucher #:	105865	Invoice	Invoice No: Apr 24 Sci	5/17/2024	Paid Amt:	\$43.15	
				R 01	300 299 000 619 000 Concessions Cost of Sales			\$16.09	
	PO#:	Voucher #:	105866	Invoice	Invoice No: Apr 24 Conc	5/17/2024	Paid Amt:	\$16.09	
				E 01	300 292 000 401 505 General Supplies			\$7.67	
	PO#:	Voucher #:	105867	Invoice	Invoice No: Apr 24 Act	5/17/2024	Paid Amt:	\$7.67	
							Check Amount:	\$66.91	
0146	MB	86845	10025		BARNESVILLE RECORD-REVIEW		Check		
				E 01	005 010 000 380 000 Minutes			\$1,056.00	
	PO#:	Voucher #:	105868	Invoice	Invoice No: 043024	5/17/2024	Paid Amt:	\$1,056.00	
							Check Amount:	\$1,056.00	

0146	MB	86846	17074		BLICK ART MATERIALS		Check		
				E 01	100 207 000 430 000 11446-8046 RiteCo Construction Paper - Light			\$15.80	

Barnesville Public Schools #146 Detail Payment Register By Check

Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type		
0146	MB	86846	17074		BLICK ART MATERIALS		Check		
				E 01	100 207 000 430 000	11446-4016 RiteCo Construction Paper - Yello		\$31.60	
				E 01	100 207 000 430 000	Freight		\$9.95	
	PO#: 49924	Voucher #: 105869		Invoice	Invoice No: 2814936	5/17/2024	Paid Amt:	\$57.35	
				E 01	100 207 000 401 000	81407-2020 X-Acto XLR Electric Pencil Sharp		\$51.88	
				E 01	100 207 000 430 000	11406-6017 Pacon Tru-Ray Construction Pape		\$10.38	
	PO#: 49934	Voucher #: 105870		Invoice	Invoice No: 2832523	5/17/2024	Paid Amt:	\$62.26	
							Check Amount:	\$119.61	
0146	MB	86847	15263		BRUNS, MICHAEL		Check		
				E 01	300 294 000 305 503	Fees For Services		\$200.00	
	PO#:	Voucher #: 105871		Invoice	Invoice No: 050724	5/17/2024	Paid Amt:	\$200.00	
							Check Amount:	\$200.00	
0146	MB	86848	16225		BUERKIE, ROGER		Check		
				E 01	300 296 000 305 517	Fees For Services		\$138.00	
	PO#:	Voucher #: 105872		Invoice	Invoice No: 051024	5/17/2024	Paid Amt:	\$138.00	
							Check Amount:	\$138.00	
0146	MB	86849	17677		BULK BOOKSTORE		Check		
				E 01	100 203 302 460 000	The Great Alaska Earth Quake ISBN: 9781338		\$136.20	
				E 01	100 203 302 460 000	Humphrey's Big Birthday Bash ISBN: 9781524		\$127.80	
				E 01	100 203 302 460 000	Humphrey's School Fair Surprise ISBN: 97801		\$127.80	
				E 01	100 203 302 460 000	I Survived the Wellington Avalanche, 1910 IS		\$111.30	
				E 01	100 203 302 460 000	Cam Jansen: Cam Jansen and the Sports Day		\$127.80	
				E 01	100 203 302 460 000	Cam Jansen: Cam Jansen and the Summer C		\$127.80	
				E 01	100 203 302 460 000	Cam Jansen: the Catnapping Mystery #18 IS		\$97.25	
				E 01	100 203 302 460 000	Cam Jansen: the School Play Mystery #21 IS		\$92.75	
				E 01	100 203 302 460 000	Goldie (The Puppy Place #1) ISBN: 97804397		\$95.75	
				E 01	100 203 302 460 000	Buddy (The Puppy Place #5) ISBN: 97804398		\$0.00	
				E 01	100 203 302 460 000	Shipping FREE		\$0.00	
				E 01	100 203 302 460 000	Discount		(\$20.00)	
	PO#: 49948	Voucher #: 105873		Invoice	Invoice No: 166757	5/17/2024	Paid Amt:	\$1,024.45	
							Check Amount:	\$1,024.45	
0146	MB	86850	15818	remit	CDW GOVERNMENT		Check		
				E 06	005 870 000 401 887	Redcat Sound System with 1 Mic		\$4,188.42	
	PO#: 49819	Voucher #: 105879		Invoice	Invoice No: QW67027	5/17/2024	Paid Amt:	\$4,188.42	
							Check Amount:	\$4,188.42	



Barnesville Public Schools #146 Detail Payment Register By Check

Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type		
0146	MB	86851	12618		CLAY COUNTY CONNECTION		Check		
				E 01	005 010 000 380 000 Advertising			\$795.00	
	PO#:	Voucher #:	105874	Invoice	Invoice No: 043024	5/17/2024	Paid Amt:	\$795.00	
							Check Amount:	\$795.00	
0146	MB	86852	16568		COCA-COLA BOTTLING COMPANY HIGH COUNTRY		Check		
				E 02	005 770 707 490 000 Food			\$199.25	
	PO#:	Voucher #:	105876	Invoice	Invoice No: 4720358	5/17/2024	Paid Amt:	\$199.25	
				E 02	005 770 707 490 000 Food			\$80.50	
	PO#:	Voucher #:	105877	Invoice	Invoice No: 4751060	5/17/2024	Paid Amt:	\$80.50	
				E 02	005 770 707 490 000 Credit			\$23.75	
	PO#:	Voucher #:	105878	Credit	Invoice No: 4751153	5/17/2024	Paid Amt:	(\$23.75)	
							Check Amount:	\$256.00	
0146	MB	86853	17314		COMPLETE BOOK & MEDIA SUPPLY LLC		Check		
				E 01	100 203 302 460 000 9780812405750 Alexander and the Terrible, Hi			\$55.48	
	PO#: 49882	Voucher #:	105875	Invoice	Invoice No: 1762359	5/17/2024	Paid Amt:	\$55.48	
							Check Amount:	\$55.48	
0146	MB	86854	15337		COX, DANIEL		Check		
				E 01	300 294 000 305 507 Fees For Services			\$140.00	
	PO#:	Voucher #:	106049	Invoice	Invoice No: 051624	5/17/2024	Paid Amt:	\$140.00	
							Check Amount:	\$140.00	
0146	MB	86855	15082	remit	CURRICULUM ASSOCIATES LLC		Check		
				E 04	005 583 354 401 000 Three Year old Data Sheets WS14310978-0-7			\$65.00	
				E 04	005 583 354 401 000 Four year old Data Sheets WS14312 978-0-7			\$65.00	
				E 04	005 583 354 401 000 Freight			\$15.60	
	PO#: 49961	Voucher #:	105883	Invoice	Invoice No: 90814760	5/17/2024	Paid Amt:	\$145.60	
							Check Amount:	\$145.60	
0146	MB	86856	14274		DAKOTA MAILING		Check		
				E 01	005 110 000 401 000 Sealing solution for postage machine			\$40.46	
	PO#: 50004	Voucher #:	105976	Invoice	Invoice No: 72232	5/17/2024	Paid Amt:	\$40.46	
							Check Amount:	\$40.46	
0146	MB	86857	13625		DEAN'S AUTO REPAIR		Check		
				E 01	005 760 733 350 000 waste fee			\$2.99	
				E 01	005 760 733 350 000 oil			\$19.04	
				E 01	005 760 733 350 000 oil filter			\$4.00	
				E 01	005 760 733 350 000 oil change			\$12.00	
	PO#: 49990	Voucher #:	105884	Invoice	Invoice No: B2638	5/17/2024	Paid Amt:	\$38.03	

Barnesville Public Schools #146 Detail Payment Register By Check

Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type		
0146	MB	86857	13625		DEAN'S AUTO REPAIR		Check		
				E 01	005 760 733 350 000	Struts and alignment, van #7		\$755.54	
		PO#: 49910	Voucher #: 105885	Invoice	Invoice No: B2685	5/17/2024	Paid Amt:	\$755.54	
							Check Amount:	\$793.57	
0146	MB	86858	15411		DELTA DENTAL OF MINNESOTA		Check		
				B 01	215 032	premiums		\$2,929.90	
		PO#:	Voucher #: 106021	Invoice	Invoice No: CNS0001553050	5/17/2024	Paid Amt:	\$2,929.90	
							Check Amount:	\$2,929.90	
0146	MB	86859	13220		EARTHGRAINS BAKING CO. INC.		Check		
				E 02	005 770 701 490 000	Food		\$50.08	
		PO#:	Voucher #: 105886	Invoice	Invoice No: 52155690003138	5/17/2024	Paid Amt:	\$50.08	
				E 02	005 770 701 490 000	Food		\$102.60	
		PO#:	Voucher #: 105887	Invoice	Invoice No: 52155690003139	5/17/2024	Paid Amt:	\$102.60	
				E 02	005 770 701 490 000	Food		\$118.24	
		PO#:	Voucher #: 105888	Invoice	Invoice No: 52155690003048	5/17/2024	Paid Amt:	\$118.24	
				E 02	005 770 701 490 000	Food		\$253.80	
		PO#:	Voucher #: 105889	Invoice	Invoice No: 52155690003095	5/17/2024	Paid Amt:	\$253.80	
				E 02	005 770 701 490 000	Food		\$100.00	
		PO#:	Voucher #: 105890	Invoice	Invoice No: 52155690003094	5/17/2024	Paid Amt:	\$100.00	
				E 02	005 770 701 490 000	Food		\$64.80	
		PO#:	Voucher #: 105891	Invoice	Invoice No: 52155690003012	5/17/2024	Paid Amt:	\$64.80	
				E 02	005 770 701 490 000	Food		\$160.20	
		PO#:	Voucher #: 105892	Invoice	Invoice No: 52155690003013	5/17/2024	Paid Amt:	\$160.20	
				E 02	005 770 701 490 000	Food		\$155.40	
		PO#:	Voucher #: 105893	Invoice	Invoice No: 52155690003050	5/17/2024	Paid Amt:	\$155.40	
				E 02	005 770 701 490 000	Food		\$30.96	
		PO#:	Voucher #: 105894	Invoice	Invoice No: 52155690002982	5/17/2024	Paid Amt:	\$30.96	
				E 02	005 770 701 490 000	Food		\$124.20	
		PO#:	Voucher #: 105895	Invoice	Invoice No: 52155690002983	5/17/2024	Paid Amt:	\$124.20	
							Check Amount:	\$1,160.28	
0146	MB	86860	17774		EVANS, ERIC		Check		
				E 01	300 296 000 305 517	Fees For Services		\$210.00	
		PO#:	Voucher #: 106050	Invoice	Invoice No: 051424	5/17/2024	Paid Amt:	\$210.00	
							Check Amount:	\$210.00	
0146	MB	86861	10052		FARMERS COOPERATIVE OIL CO		Check		
				E 01	005 760 733 442 000	Gasoline		\$47.01	
		PO#:	Voucher #: 105896	Invoice	Invoice No: 7645-1	43 5/17/2024	Paid Amt:	\$47.01	
				E 01	005 760 733 442 000	Gasoline		\$66.24	
		PO#:	Voucher #: 105897	Invoice	Invoice No: 7701-1	5/17/2024	Paid Amt:	\$66.24	

Barnesville Public Schools #146 Detail Payment Register By Check

Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type
0146	MB	86861	10052		FARMERS COOPERATIVE OIL CO		Check
				E 01	005 760 733 442 000 Gasoline		\$62.20
PO#:	Voucher #:	105898	Invoice	Invoice No:	9073-1	5/17/2024	Paid Amt: \$62.20
				E 01	005 760 733 442 000 Gasoline		\$49.30
PO#:	Voucher #:	105899	Invoice	Invoice No:	9074-1	5/17/2024	Paid Amt: \$49.30
				E 01	005 760 733 442 000 Gasoline		\$41.81
PO#:	Voucher #:	105900	Invoice	Invoice No:	9696-1	5/17/2024	Paid Amt: \$41.81
				E 01	005 760 733 442 000 Gasoline		\$63.81
PO#:	Voucher #:	105901	Invoice	Invoice No:	9888-1	5/17/2024	Paid Amt: \$63.81
				E 01	005 760 733 442 000 Gasoline		\$40.87
PO#:	Voucher #:	105902	Invoice	Invoice No:	9970-1	5/17/2024	Paid Amt: \$40.87
				E 01	005 760 733 442 000 Gasoline		\$32.15
PO#:	Voucher #:	105903	Invoice	Invoice No:	1133-1	5/17/2024	Paid Amt: \$32.15
				E 01	005 760 733 442 000 Gasoline		\$66.50
PO#:	Voucher #:	105904	Invoice	Invoice No:	4517-2	5/17/2024	Paid Amt: \$66.50
				E 01	005 760 733 442 000 Gasoline		\$55.25
PO#:	Voucher #:	105905	Invoice	Invoice No:	1658-1	5/17/2024	Paid Amt: \$55.25
				E 01	005 760 733 442 000 Gasoline		\$74.00
PO#:	Voucher #:	105906	Invoice	Invoice No:	1720-1	5/17/2024	Paid Amt: \$74.00
				E 01	005 760 733 442 000 Gasoline		\$59.98
PO#:	Voucher #:	105907	Invoice	Invoice No:	5161-2	5/17/2024	Paid Amt: \$59.98
				E 01	005 810 000 442 000 Gasoline		\$91.58
PO#:	Voucher #:	105908	Invoice	Invoice No:	3037-1	5/17/2024	Paid Amt: \$91.58
				E 01	005 760 733 442 000 Gasoline		\$57.00
PO#:	Voucher #:	105909	Invoice	Invoice No:	3044-1	5/17/2024	Paid Amt: \$57.00
				E 01	005 760 733 442 000 Gasoline		\$31.36
PO#:	Voucher #:	105910	Invoice	Invoice No:	3079-1	5/17/2024	Paid Amt: \$31.36
				E 01	005 760 733 442 000 Gasoline		\$31.21
PO#:	Voucher #:	105911	Invoice	Invoice No:	3800-1	5/17/2024	Paid Amt: \$31.21
				E 01	005 760 733 442 000 Gasoline		\$69.75
PO#:	Voucher #:	105912	Invoice	Invoice No:	6456-2	5/17/2024	Paid Amt: \$69.75
				E 01	005 760 733 442 000 Gasoline		\$46.89
PO#:	Voucher #:	105913	Invoice	Invoice No:	6719-2	5/17/2024	Paid Amt: \$46.89
				E 01	005 760 733 442 000 Gasoline		\$40.83
PO#:	Voucher #:	105914	Invoice	Invoice No:	5148-1	5/17/2024	Paid Amt: \$40.83
				E 01	005 760 733 442 000 Gasoline		\$31.00
PO#:	Voucher #:	105915	Invoice	Invoice No:	5175-1	44 5/17/2024	Paid Amt: \$31.00
				E 01	005 760 733 442 000 Gasoline		\$45.33
PO#:	Voucher #:	105916	Invoice	Invoice No:	5596-1	5/17/2024	Paid Amt: \$45.33

Barnesville Public Schools #146

Detail Payment Register By Check

Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type		
0146	MB	86861	10052		FARMERS COOPERATIVE OIL CO		Check		
				E 01	005 760 733 442 000 Gasoline			\$63.11	
	PO#:	Voucher #:	105917	Invoice	Invoice No: 7662-2	5/17/2024	Paid Amt:	\$63.11	
								Check Amount:	\$1,167.18
0146	MB	86862	14762	softball	FERGUS FALLS OTTER SOFTBALL		Check		
				E 01	300 296 000 369 517 Entry Fees/Student Travel			\$150.00	
	PO#:	Voucher #:	105918	Invoice	Invoice No: 051824	5/17/2024	Paid Amt:	\$150.00	
								Check Amount:	\$150.00
0146	MB	86863	14279		FM REDHAWKS		Check		
				E 04	005 506 321 369 000 Summer Field Trip- RedHawks Baseball Game			\$409.30	
				E 04	005 506 321 369 000 Summer Field Trip- RedHawks Baseball Game			\$186.05	
	PO#:	Voucher #:	105919	Invoice	Invoice No: 33096	5/17/2024	Paid Amt:	\$595.35	
								Check Amount:	\$595.35
0146	MB	86864	16206	remit	FOLLETT CONTENT SOLUTIONS LLC		Check		
				E 01	300 620 000 470 000 books			\$0.00	
				E 01	300 620 000 470 000 book			\$19.24	
				E 01	300 620 000 470 000 book			\$12.34	
				E 01	300 620 000 470 000 books			\$231.35	
				E 01	300 620 000 470 000 books			\$20.16	
				E 01	300 620 000 470 000 book			\$27.49	
				E 01	300 620 000 470 000 books			\$30.33	
				E 01	300 620 000 470 000 book			\$9.71	
				E 01	300 620 000 470 000 book			\$29.00	
				E 01	300 620 000 470 000 books			\$32.52	
				E 01	300 620 000 470 000 book			\$23.00	
				E 01	300 620 000 470 000 books			\$9.70	
				E 01	300 620 000 470 000 book			\$17.41	
				E 01	300 620 000 470 000 book			\$11.46	
				E 01	300 620 000 470 000 book			\$16.49	
				E 01	300 620 000 470 000 book			\$17.16	
				E 01	300 620 000 470 000 book			\$18.01	
				E 01	300 620 000 470 000 book			\$15.35	
				E 01	300 620 000 470 000 book			\$14.66	
				E 01	300 620 000 470 000 book			\$18.32	
				E 01	300 620 000 470 000 shipping			\$0.00	
	PO#: 49828	Voucher #:	105920	Invoice	Invoice No: 363974F	5/17/2024	Paid Amt:	\$573.70	
								Check Amount:	\$573.70

Barnesville Public Schools #146 Detail Payment Register By Check

Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type		
0146	MB	86865	10060		FUCHS SANITATION, INC		Check		
				E 01	005 810 000 330 000	Garbage		\$1,205.83	
PO#:	Voucher #:	105921	Invoice	Invoice No:	128939	5/17/2024	Paid Amt:	\$1,205.83	
							Check Amount:	\$1,205.83	
0146	MB	86866	16088		FUHS, TAYLOR		Check		
				E 01	300 294 000 305 507	Fees For Services		\$240.00	
PO#:	Voucher #:	105922	Invoice	Invoice No:	050724	5/17/2024	Paid Amt:	\$240.00	
							Check Amount:	\$240.00	
0146	MB	86867	16539		GENERAL PARTS LLC		Check		
				E 02	005 770 701 350 000	Repair on Combi oven at high school		\$689.43	
PO#: 50005	Voucher #:	105977	Invoice	Invoice No:	6502722	5/17/2024	Paid Amt:	\$689.43	
							Check Amount:	\$689.43	
0146	MB	86868	12255		REMIT GOPHER		Check		
				E 01	100 240 000 430 000	71-567 Rainbow DuraCoat Coated-Foam Dod		\$616.68	
				E 01	100 240 000 401 000	95-535 Award Trophies 1st Place		\$11.86	
				E 01	100 240 000 401 000	95-536 Award Trophies 2nd Place		\$11.86	
				E 01	100 240 000 401 000	95-537 Award Trophies 3rd Place		\$11.86	
				E 01	100 240 000 401 000	841 Award Ribbons 1st Place		\$33.96	
				E 01	100 240 000 401 000	95-842 Award Ribbons 2nd Place		\$33.96	
				E 01	100 240 000 401 000	95-843 Award Ribbons 3rd Place		\$33.96	
				E 01	100 240 000 430 000	41-400 Quick Turn Speed Jump Ropes 8'		\$35.61	
				E 01	100 240 000 430 000	41-401 Quick Turn Speed Jump Ropes 9'		\$37.31	
				E 01	100 240 000 430 000	41-402 Quick Turn Speed Jump Ropes 16'		\$22.91	
PO#: 49964	Voucher #:	105923	Invoice	Invoice No:	#IN367570	5/17/2024	Paid Amt:	\$849.97	
							Check Amount:	\$849.97	
0146	MB	86869	17538		HARDING, GRANT		Check		
				E 01	300 294 000 305 507	Fees For Services		\$224.00	
PO#:	Voucher #:	105927	Invoice	Invoice No:	050924	5/17/2024	Paid Amt:	\$224.00	
							Check Amount:	\$224.00	
0146	MB	86870	16897		HASTY AWARDS INC		Check		
				E 01	300 289 000 401 000	Wrestling Team/Individual Awards		\$165.35	
				E 01	300 298 000 401 000	Wrestling Team/Individual Awards		\$150.00	
PO#: 49940	Voucher #:	105929	Invoice	Invoice No:	04240688	5/17/2024	Paid Amt:	\$315.35	
							Check Amount:	\$315.35	
0146	MB	86871	17664		HEALTH-E PRO		Check		
				B 02	131 000	Annual subscription 46		\$3,493.00	
PO#: 49849	Voucher #:	105930	Invoice	Invoice No:	8312	5/17/2024	Paid Amt:	\$3,493.00	
							Check Amount:	\$3,493.00	

Barnesville Public Schools #146 Detail Payment Register By Check

Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type		
0146	MB	86872	17029		HEISLER, DARREN		Check		
				E 01	300 296 000 305 517	Fees For Services		\$210.00	
PO#:	Voucher #:	106051	Invoice	Invoice No:	051424	5/17/2024	Paid Amt:	\$210.00	
							Check Amount:	\$210.00	
0146	MB	86873	17355		HILLYARD/HUTCHINSON		Check		
				E 01	005 810 000 410 000	toilet paper		\$363.75	
				E 01	005 810 000 410 000	paper towels		\$832.40	
PO#: 50006	Voucher #:	105978	Invoice	Invoice No:	605422510	5/17/2024	Paid Amt:	\$1,196.15	
							Check Amount:	\$1,196.15	
0146	MB	86874	10825		HUGHES, TRAVIS		Check		
				E 01	300 296 000 305 517	Fees For Services		\$70.00	
PO#:	Voucher #:	105979	Invoice	Invoice No:	051324	5/17/2024	Paid Amt:	\$70.00	
				E 01	300 294 000 305 507	Fees For Services		\$140.00	
PO#:	Voucher #:	105928	Invoice	Invoice No:	050624	5/17/2024	Paid Amt:	\$140.00	
				E 01	300 294 000 305 507	Fees For Services		\$140.00	
PO#:	Voucher #:	105924	Invoice	Invoice No:	051424	5/17/2024	Paid Amt:	\$140.00	
				E 01	300 296 000 305 517	Fees For Services		\$70.00	
PO#:	Voucher #:	105925	Invoice	Invoice No:	051024	5/17/2024	Paid Amt:	\$70.00	
				E 01	300 294 000 305 507	Fees For Services		\$255.00	
PO#:	Voucher #:	105926	Invoice	Invoice No:	051124	5/17/2024	Paid Amt:	\$255.00	
				E 01	300 294 000 305 507	Fees For Services		\$140.00	
PO#:	Voucher #:	106048	Invoice	Invoice No:	051624	5/17/2024	Paid Amt:	\$140.00	
							Check Amount:	\$815.00	
0146	MB	86875	15388	remit	INNOVATIVE OFFICE SOLUTIONS LLC		Check		
				E 01	300 220 000 401 000	STD13247C144A6 PENCIL,PENCIL HB #2,YL		\$16.70	
				E 01	300 220 000 401 000	Freight		\$3.00	
PO#: 49939	Voucher #:	105932	Invoice	Invoice No:	IN4511435	5/17/2024	Paid Amt:	\$19.70	
				E 01	300 260 000 401 000	BOSB875 STAPLER,B8 EZ SQZ 75SH,BL		\$35.38	
				E 01	300 260 000 401 000	BOSSTCR75XHC1M STAPLES,B8,CHSLPT,7		\$5.45	
				E 01	300 260 000 401 000	Freight		\$3.00	
PO#: 49972	Voucher #:	105933	Invoice	Invoice No:	IN4525900	5/17/2024	Paid Amt:	\$43.83	
							Check Amount:	\$63.53	
0146	MB	86876	13427		INTERMEDIATE DISTRICT 287		Check		
				E 01	998 790 000 390 000	FY23-24 ALC Billing		\$1,023.40	
PO#:	Voucher #:	105931	Invoice	Invoice No:	0002400377	5/17/2024	Paid Amt:	\$1,023.40	
							Check Amount:	\$1,023.40	
0146	MB	86877	17772		iSOLAR LLC		Check		
				E 01	005 850 000 530 000	Project Cost - Grant Funds		\$39,900.00	



Barnesville Public Schools #146 Detail Payment Register By Check

Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type		
0146	MB	86877	17772		iSOLAR LLC		Check		
				E 06	005 870 000 530 000	Project Cost - Construction Funds		\$26,600.00	
	PO#: 49965	Voucher #:	105934	Invoice	Invoice No: Barnesville Sch - 1	5/17/2024		Paid Amt:	\$66,500.00
				E 01	005 850 000 530 000	Project Cost - Grant Funds		\$4,200.00	
				E 06	005 870 000 530 000	Project Cost - Construction Funds		\$2,800.00	
	PO#: 49965	Voucher #:	105935	Invoice	Invoice No: Barnesville Sch - 1	5/17/2024		Paid Amt:	\$7,000.00
								Check Amount:	\$73,500.00
0146	MB	86878	16034		JO VOLLEYBALL		Check		
				E 01	300 299 000 305 000	Fees For Services		\$4,013.79	
	PO#:	Voucher #:	105952	Invoice	Invoice No: 041424	5/17/2024		Paid Amt:	\$4,013.79
								Check Amount:	\$4,013.79
0146	MB	86879	12128	REMIT	JOSTENS		Check		
				E 01	300 298 000 401 000	Purple Chenille Letter B's		\$360.00	
				E 01	300 298 000 401 000	Shipping		\$18.00	
	PO#: 49966	Voucher #:	105936	Invoice	Invoice No: N003268079	5/17/2024		Paid Amt:	\$378.00
				E 01	300 211 000 432 000	Heritage Medals - #97-35		\$24.00	
				E 01	300 211 000 432 000	Freight		\$13.68	
	PO#: 50014	Voucher #:	106052	Invoice	Invoice No: 780600	5/17/2024		Paid Amt:	\$37.68
								Check Amount:	\$415.68
0146	MB	86880	16348	remit	KEMPS LLC		Check		
				E 02	005 770 701 495 000	Milk		\$205.40	
	PO#:	Voucher #:	105937	Invoice	Invoice No: 5119385	5/17/2024		Paid Amt:	\$205.40
				E 02	005 770 701 495 000	Milk		\$64.10	
	PO#:	Voucher #:	105938	Invoice	Invoice No: 5125315	5/17/2024		Paid Amt:	\$64.10
				E 02	005 770 701 495 000	Milk		\$1,076.20	
				E 02	005 770 701 490 000	Food		\$23.62	
	PO#:	Voucher #:	105939	Invoice	Invoice No: 5125606	5/17/2024		Paid Amt:	\$1,099.82
				E 02	005 770 701 495 000	Milk		\$253.60	
				E 02	005 770 701 490 000	Food		\$23.62	
	PO#:	Voucher #:	105940	Invoice	Invoice No: 5138769	5/17/2024		Paid Amt:	\$277.22
				E 02	005 770 701 495 000	Milk		\$139.90	
				E 02	005 770 701 490 000	Food		\$23.62	
				R 01	300 299 000 619 000	Concessions Cost of Sales		\$152.06	
	PO#:	Voucher #:	105941	Invoice	Invoice No: 5136785	5/17/2024		Paid Amt:	\$315.58
				E 02	005 770 701 495 000	Milk		\$217.60	
				E 02	005 770 701 490 000	Food		\$23.62	
	PO#:	Voucher #:	105942	Invoice	Invoice No: 5133578	48 5/17/2024		Paid Amt:	\$241.22
				E 02	005 770 701 495 000	Milk		\$1,103.80	



Barnesville Public Schools #146 Detail Payment Register By Check

Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type		
0146	MB	86880	16348	remit	KEMPS LLC		Check		
				E 02	005 770 701 490 000	Food		\$23.62	
PO#:		Voucher #:	105943	Invoice	Invoice No: 5156678	5/17/2024	Paid Amt:	\$1,127.42	
				E 02	005 770 701 495 000	Milk		\$409.40	
				E 02	005 770 701 490 000	Food		\$23.62	
PO#:		Voucher #:	105944	Invoice	Invoice No: 5156097	5/17/2024	Paid Amt:	\$433.02	
				E 02	005 770 701 495 000	Milk		\$151.60	
				E 02	005 770 701 490 000	Food		\$23.62	
PO#:		Voucher #:	105945	Invoice	Invoice No: 5148601	5/17/2024	Paid Amt:	\$175.22	
				E 02	005 770 701 495 000	Milk		\$205.40	
PO#:		Voucher #:	105946	Invoice	Invoice No: 5132114	5/17/2024	Paid Amt:	\$205.40	
				E 02	005 770 701 495 000	Milk		\$134.30	
PO#:		Voucher #:	105947	Invoice	Invoice No: 5149996	5/17/2024	Paid Amt:	\$134.30	
				E 02	005 770 701 495 000	Milk		\$667.54	
PO#:		Voucher #:	105948	Invoice	Invoice No: 5144586	5/17/2024	Paid Amt:	\$667.54	
				E 02	005 770 701 495 000	Milk		\$205.40	
PO#:		Voucher #:	105949	Invoice	Invoice No: 5143940	5/17/2024	Paid Amt:	\$205.40	
				E 02	005 770 701 495 000	Milk		\$88.90	
PO#:		Voucher #:	105950	Invoice	Invoice No: 5165221	5/17/2024	Paid Amt:	\$88.90	
				E 02	005 770 701 495 000	Milk		\$407.10	
PO#:		Voucher #:	105951	Invoice	Invoice No: 5165182	5/17/2024	Paid Amt:	\$407.10	
							Check Amount:	\$5,647.64	
0146	MB	86881	14364		KENNEDY & GRAVEN, CHARTERED		Check		
				E 01	005 105 000 305 000	Retirement Incentive Agreement/Data request		\$150.00	
PO#:		Voucher #:	105953	Invoice	Invoice No: 181358	5/17/2024	Paid Amt:	\$150.00	
				E 01	005 105 000 305 000	Retirement Incentive Agreement/Data request		\$1,130.00	
PO#:		Voucher #:	105954	Invoice	Invoice No: 181024	5/17/2024	Paid Amt:	\$1,130.00	
							Check Amount:	\$1,280.00	
0146	MB	86882	10190	remit	LAKE AGASSIZ EDUCATION COOPERATIVE		Check		
				E 01	200 420 740 396 000	Sp Ed Sal Pur F Other D		\$10,417.89	
				E 01	200 401 740 396 000	Sp Ed Sal Pur F Other D		\$2,856.49	
				E 01	200 404 740 396 000	Sp Ed Sal Pur F Other D		\$106.78	
				E 01	200 406 740 396 000	Sp Ed Sal Pur F Other D		\$204.23	
				E 01	100 720 374 316 000	Licensed Social Worker		\$5,359.60	
PO#:		Voucher #:	105959	Invoice	Invoice No: May 2024	5/17/2024	Paid Amt:	\$18,944.99	
							Check Amount:	\$18,944.99	
0146	MB	86883	14269		LAKES COUNTRY SERVICE COOP	49	Check		
				E 01	300 218 388 369 000	Jr High Knowledge Bowl		\$160.00	
PO#:		Voucher #:	105960	Invoice	Invoice No: 99429	5/17/2024	Paid Amt:	\$160.00	

Barnesville Public Schools #146 Detail Payment Register By Check

Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type		
0146	MB	86883	14269		LAKES COUNTRY SERVICE COOP		Check		
				E 01	300 218 388 369 000	Sr High Knowledge Bowl		\$920.00	
	PO#:	Voucher #:	105961	Invoice	Invoice No: 99386	5/17/2024	Paid Amt:	\$920.00	
								Check Amount:	\$1,080.00
0146	MB	86884	10039		LARRY DAVIS GARAGE		Check		
				E 01	005 850 348 570 000	6 month storage facility lease		\$1,800.00	
	PO#:	Voucher #:	105958	Invoice	Invoice No: 19067	5/17/2024	Paid Amt:	\$1,800.00	
								Check Amount:	\$1,800.00
0146	MB	86885	17662		LATEBLOOMER MICROGREENS		Check		
				E 02	005 770 701 490 000	Food		\$70.00	
	PO#:	Voucher #:	105955	Invoice	Invoice No: 000106	5/17/2024	Paid Amt:	\$70.00	
				E 02	005 770 701 490 000	Food		\$70.00	
	PO#:	Voucher #:	105956	Invoice	Invoice No: 000111	5/17/2024	Paid Amt:	\$70.00	
				E 02	005 770 701 490 000	Food		\$70.00	
	PO#:	Voucher #:	105957	Invoice	Invoice No: 000117	5/17/2024	Paid Amt:	\$70.00	
								Check Amount:	\$210.00
0146	MB	86886	17675	REMIT	LINDE GAS & EQUIPMENT INC		Check		
				E 01	300 213 000 350 000	gas and rods		\$652.59	
	PO#: 49967	Voucher #:	105962	Invoice	Invoice No: 42089684	5/17/2024	Paid Amt:	\$652.59	
								Check Amount:	\$652.59
0146	MB	86887	17287	remit	LITERACY RESOURCES LLC		Check		
				E 01	100 288 000 430 000	Heggerty Library, Grade 1		\$359.00	
				E 01	100 288 000 430 000	Shipping		\$28.72	
	PO#: 49923	Voucher #:	106032	Invoice	Invoice No: 346889	5/17/2024	Paid Amt:	\$387.72	
								Check Amount:	\$387.72
0146	MB	86888	14637		LOCKSHOP		Check		
				E 01	005 813 000 350 000	Repair lock in Gilbertson's room		\$185.00	
	PO#: 50013	Voucher #:	105980	Invoice	Invoice No: 0000277206	5/17/2024	Paid Amt:	\$185.00	
				E 01	005 810 000 410 000	Cut keys		\$64.75	
	PO#: 50013	Voucher #:	105981	Invoice	Invoice No: 0000276982	5/17/2024	Paid Amt:	\$64.75	
				E 01	005 813 000 350 000	Repair panic bar, room 123		\$202.50	
	PO#: 50013	Voucher #:	105982	Invoice	Invoice No: 0000276958	5/17/2024	Paid Amt:	\$202.50	
								Check Amount:	\$452.25
0146	MB	86889	16099		MAAE		Check		
				B 01	131 000	Conference Registration		\$385.00	
	PO#:	Voucher #:	105964	Invoice	Invoice No: 2812/mnaged.org	50 5/17/2024	Paid Amt:	\$385.00	
								Check Amount:	\$385.00



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Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type		
0146	MB	86890	13592	REMIT	MARCO TECHNOLOGIES LLC		Check		
				E 01	005 110 302 580 000	Copier Contract		\$712.75	
				E 01	300 211 302 580 000	Copier Contract		\$1,425.51	
				E 01	100 203 302 580 000	Copier Contract		\$1,425.51	
				E 01	005 110 302 580 000	Supply Freight		\$7.80	
				E 01	300 211 302 580 000	Supply Freight		\$15.60	
				E 01	100 203 302 580 000	Supply Freight		\$15.60	
PO#:	Voucher #:	105963	Invoice	Invoice No:	528866890	5/17/2024	Paid Amt:	\$3,602.77	
							Check Amount:	\$3,602.77	
0146	MB	86891	13597	remit	MARCO TECHNOLOGIES LLC		Check		
				E 01	100 203 000 401 000	Printer Staples		\$98.04	
PO#:	49951	Voucher #:	105968	Invoice	Invoice No:	INV12388449	5/17/2024	Paid Amt:	\$98.04
							Check Amount:	\$98.04	
0146	MB	86892	10439	summe	MASSP SUMMER CONFERENCE		Check		
				E 01	005 640 316 366 000	B Strand		\$295.00	
PO#:	Voucher #:	105967	Invoice	Invoice No:	SC6171	5/17/2024	Paid Amt:	\$295.00	
							Check Amount:	\$295.00	
0146	MB	86893	14530	remit	MFAC, LLC		Check		
				E 01	300 289 000 401 000	7602-Frame-20-Gray (Eclipse II Aluminum Fra		\$1,432.00	
				E 01	300 289 000 401 000	Shipping		\$89.00	
PO#:	49962	Voucher #:	105965	Invoice	Invoice No:	INV281487	5/17/2024	Paid Amt:	\$1,521.00
							Check Amount:	\$1,521.00	
0146	MB	86894	16818		MN SCHOOL EMPLOYEES ASSOCIATION		Check		
				B 01	215 025	Nea-Mea-Bea Dues Payable		\$437.74	
PO#:	Voucher #:	105826	Invoice	Invoice No:	S2024210	5/17/2024	Paid Amt:	\$437.74	
							Check Amount:	\$437.74	
0146	MB	86895	17771	REMIT	MYSTERY SCIENCE		Check		
				B 01	131 000	Membership		\$1,495.00	
PO#:	49969	Voucher #:	105966	Invoice	Invoice No:	254314	5/17/2024	Paid Amt:	\$1,495.00
							Check Amount:	\$1,495.00	
0146	MB	86896	10452	remit	NAPA CENTRAL		Check		
				E 01	005 760 733 401 000	washer fluid		\$29.64	
PO#:	Voucher #:	105970	Invoice	Invoice No:	402949	5/17/2024	Paid Amt:	\$29.64	
							Check Amount:	\$29.64	
0146	MB	86897	15415		NCPERS GROUP LIFE INS.		Check		
				B 01	215 028	PERA Life Insurance		\$128.00	
PO#:	Voucher #:	105969	Invoice	Invoice No:	108802062024	5/17/2024	Paid Amt:	\$128.00	
							Check Amount:	\$128.00	

Barnesville Public Schools #146 Detail Payment Register By Check

Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type		
0146	MB	86898	15424	remit	NCS PEARSON, INC.		Check		
				E 01	100 216 401 401 000	Boehm-3 Form E Response Booklets (015802)		\$175.00	
				E 01	100 216 401 401 000	SHIPPING		\$10.50	
	PO#: 49946	Voucher #: 105974		Invoice	Invoice No: 25228141	5/17/2024		Paid Amt: \$185.50	
								Check Amount: \$185.50	
0146	MB	86899	17316		OLSON, RANDALL		Check		
				E 01	300 296 000 305 517	Fees For Services		\$125.00	
	PO#:	Voucher #: 105971		Invoice	Invoice No: 051324	5/17/2024		Paid Amt: \$125.00	
				E 01	300 296 000 305 517	Fees For Services		\$95.00	
	PO#:	Voucher #: 105972		Invoice	Invoice No: 051024	5/17/2024		Paid Amt: \$95.00	
								Check Amount: \$220.00	
0146	MB	86900	12076	remit	PREMIUM WATERS - FARGO		Check		
				E 01	005 720 000 401 000	General Supplies		\$135.58	
	PO#:	Voucher #: 105973		Invoice	Invoice No: 502958-04-24	5/17/2024		Paid Amt: \$135.58	
								Check Amount: \$135.58	
0146	MB	86901	16017	REMIT	PURCHASE POWER		Check		
				E 01	005 110 000 329 000	postage		\$350.00	
	PO#:	Voucher #: 106046		Invoice	Invoice No: 050824	5/17/2024		Paid Amt: \$350.00	
								Check Amount: \$350.00	
0146	MB	86902	17731	REMIT	REALLY GREAT READING COMPANY LLC		Check		
				E 01	100 203 302 460 000	BLASTKIT-C. Blast Foundations Student Kit		\$240.00	
				E 01	100 203 302 460 000	shipping and handling		\$28.80	
	PO#: 49980	Voucher #: 105984		Invoice	Invoice No: 46978	5/17/2024		Paid Amt: \$268.80	
								Check Amount: \$268.80	
0146	MB	86903	17471		REINHART FOODSERVICE LLC		Check		
				E 02	005 770 701 490 000	Food		\$1,832.27	
				E 02	005 770 705 490 000	Breakfast Food		\$301.30	
				E 02	005 770 701 401 000	General Supplies		\$106.12	
	PO#:	Voucher #: 106019		Invoice	Invoice No: 120437	5/17/2024		Paid Amt: \$2,239.69	
				E 02	005 770 701 490 000	Credit		\$98.58	
	PO#:	Voucher #: 106020		Credit	Invoice No: 128548	5/17/2024		Paid Amt: (\$98.58)	
				E 02	005 770 701 490 000	Food		\$1,444.89	
				E 02	005 770 705 490 000	Breakfast Food		\$551.08	
	PO#:	Voucher #: 105986		Invoice	Invoice No: 984859	5/17/2024		Paid Amt: \$1,995.97	
				E 02	005 770 701 490 000	Commodities		\$183.75	
	PO#:	Voucher #: 105987		Invoice	Invoice No: 975728	5/17/2024		Paid Amt: \$183.75	
				E 02	005 770 701 490 000	Commodities	52	\$105.00	
	PO#:	Voucher #: 105988		Invoice	Invoice No: 984652	5/17/2024		Paid Amt: \$105.00	

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Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type		
0146	MB	86903	17471		REINHART FOODSERVICE LLC		Check		
				E 02	005 770 701 490 000	Commodities	\$210.00		
PO#:		Voucher #:	105989	Invoice	Invoice No: 103205	5/17/2024	Paid Amt:	\$210.00	
				E 02	005 770 701 490 000	Food	\$1,979.07		
				E 02	005 770 705 490 000	Breakfast Food	\$682.44		
PO#:		Voucher #:	105990	Invoice	Invoice No: 111198	5/17/2024	Paid Amt:	\$2,661.51	
				E 02	005 770 701 490 000	Food	\$3,293.25		
				E 02	005 770 705 490 000	Breakfast Food	\$308.93		
				E 02	005 770 707 490 000	Food	\$130.43		
				E 02	005 770 701 401 000	General Supplies	\$127.22		
PO#:		Voucher #:	105991	Invoice	Invoice No: 111199	5/17/2024	Paid Amt:	\$3,859.83	
				E 02	005 770 701 490 000	Commodities	\$73.50		
PO#:		Voucher #:	105992	Invoice	Invoice No: 111544	5/17/2024	Paid Amt:	\$73.50	
				E 02	005 770 701 490 000	Food	\$3,096.03		
				E 02	005 770 705 490 000	Breakfast Food	\$337.96		
				E 02	005 770 707 490 000	Food	\$244.60		
				E 02	005 770 701 401 000	General Supplies	\$170.94		
PO#:		Voucher #:	105993	Invoice	Invoice No: 984693	5/17/2024	Paid Amt:	\$3,849.53	
				E 02	005 770 701 490 000	Food	\$1,812.94		
				E 02	005 770 705 490 000	Breakfast Food	\$182.88		
				E 02	005 770 707 490 000	Food	\$233.28		
				E 02	005 770 701 401 000	General Supplies	\$81.32		
PO#:		Voucher #:	105994	Invoice	Invoice No: 103107	5/17/2024	Paid Amt:	\$2,310.42	
				E 02	005 770 701 490 000	Food	\$2,182.82		
				E 02	005 770 705 490 000	Breakfast Food	\$195.10		
				E 02	005 770 701 401 000	General Supplies	\$134.86		
PO#:		Voucher #:	105995	Invoice	Invoice No: 103106	5/17/2024	Paid Amt:	\$2,512.78	
							Check Amount:	\$19,903.40	
0146	MB	86904	10129	remit	RETROFIT COMPANIES, INC.		Check		
				E 01	005 865 349 305 000	bulb recyling	\$280.25		
PO#: 49976		Voucher #:	105996	Invoice	Invoice No: 0124596-IN	5/17/2024	Paid Amt:	\$280.25	
							Check Amount:	\$280.25	
0146	MB	86905	17019		RIEDEL, LOGAN		Check		
				E 01	300 294 000 305 507	Fees For Services	\$224.00		
PO#:		Voucher #:	105985	Invoice	Invoice No: 050924	5/17/2024	Paid Amt:	\$224.00	
							Check Amount:	\$224.00	
0146	MB	86906	14553	REMIT	ROCHESTER TELECOM SYSTEMS	53	Check		
				E 01	005 810 000 320 000	Communication	\$68.89		

Barnesville Public Schools #146 Detail Payment Register By Check

Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type		
0146	MB	86906	14553	REMIT	ROCHESTER TELECOM SYSTEMS		Check		
				E 04	005 505 321 320 000	Communication		\$0.33	
	PO#:	Voucher #:	105997	Invoice	Invoice No: 34287	5/17/2024	Paid Amt:	\$69.22	
							Check Amount:	\$69.22	
0146	MB	86907	15043		SCHATZ, TAYLOR		Check		
				E 04	005 505 321 305 000	TKD		\$1,390.50	
	PO#:	Voucher #:	106008	Invoice	Invoice No: 051624	5/17/2024	Paid Amt:	\$1,390.50	
							Check Amount:	\$1,390.50	
0146	MB	86908	13532	remit	SCHMITT MUSIC CREDIT DEPT		Check		
				E 01	300 258 000 450 000	Slido Mix Rapid Comfort		\$33.96	
				E 01	300 258 000 450 000	Lake City Trumpet Snake		\$12.00	
				E 01	300 258 000 450 000	Lake City Trombone Snake		\$12.00	
				E 01	300 258 000 450 000	Lake City Alto Sax Microfiber Swab		\$13.50	
				E 01	300 258 000 450 000	Blue Juice Valve Oil		\$8.70	
				E 01	300 258 000 450 000	Yamaha Synthetic Valve Oil Medium		\$14.90	
				E 01	300 258 000 450 000	Salyers Xylophone Mallets - E60		\$23.90	
				E 01	300 258 000 450 000	Salyers Marimba Etude Mallets - E20		\$35.90	
				E 01	300 258 000 450 000	Vic Firth 5B Drumsticks		\$40.47	
	PO#: 49879	Voucher #:	106042	Invoice	Invoice No: 5797931	5/17/2024	Paid Amt:	\$195.33	
				E 01	300 258 000 450 000	Blue Juice Valve Oil		\$8.70	
				E 01	300 258 000 450 000	Lake City Saxophone Neck Straps		\$46.50	
				E 01	300 258 000 450 000	Baritone Treble Clef Books		\$20.78	
	PO#: 49852	Voucher #:	106043	Invoice	Invoice No: 5786622	5/17/2024	Paid Amt:	\$75.98	
				E 01	300 258 000 350 000	Sousaphone		\$300.00	
				E 01	300 258 000 350 000	Artley Flute		\$50.00	
				E 01	300 258 000 350 000	Olds Flute		\$120.00	
				E 01	300 258 000 350 000	Conn Tenor Saxophone		\$150.00	
	PO#: 49852	Voucher #:	106044	Invoice	Invoice No: 5784329	5/17/2024	Paid Amt:	\$620.00	
				E 01	300 258 000 430 000	credit		\$5.20	
	PO#:	Voucher #:	106045	Credit	Invoice No: 5784744	5/17/2024	Paid Amt:	(\$5.20)	
							Check Amount:	\$886.11	
0146	MB	86909	16386	remit	SCHOOL HEALTH CORPORTATION		Check		
				E 01	100 407 740 401 000	1041469 Large Beanbag Chair: Light Blue 107		\$115.99	
				E 01	100 407 740 401 000	Freight		\$12.95	
	PO#: 49932	Voucher #:	106016	Invoice	Invoice No: CINV000034390	5/17/2024	Paid Amt:	\$128.94	
							Check Amount:	\$128.94	
0146	MB	86910	11245	REMIT	SCHOOL SPECIALTY LLC		Check		
				E 01	100 201 000 401 000	1569723 Paper Mate Flair Felt Tip Pens, Asso		\$34.64	
				E 01	100 201 000 430 000	1597425 Trend Enterprises Fun Friends Scrati		\$9.55	

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Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type	
0146	MB	86910	11245	REMIT	SCHOOL SPECIALTY LLC		Check	
				E 01	100 201 000 430 000	077008 Melissa & Doug Underwater Envi	\$13.96	
				E 01	100 201 000 430 000	090548 Trend Enterprises Opposites 2-Piece I	\$9.22	
				E 01	100 201 000 401 000	077399 Sharpie Fine Permanent Markers, Fin	\$10.14	
				E 01	100 201 000 430 000	1280534 Crayola Air-Dry Self-Hardening Mode	\$11.24	
				E 01	100 201 000 401 000	060915 StikkiWorks Stikki Clips Paper Holders	\$12.20	
				E 01	100 201 000 430 000	1506484 Prang Medium Weight Construction I	\$8.15	
				E 01	100 201 000 430 000	054150 Tru-Ray Sulphite Construction Paper,	\$9.86	
				E 01	100 201 000 430 000	1537842 Tru-Ray Sulphite Construction Paper	\$4.93	
				E 01	100 201 000 430 000	1593312 Sax Colored Art Paper, 9 x 12 Inches	\$3.89	
				E 01	100 201 000 430 000	216777 Tru-Ray Sulphite Construction Paper, '	\$5.58	
PO#: 49904	Voucher #:	106022	Invoice	Invoice No:	308104488361	5/17/2024	Paid Amt:	\$133.36
			E 01	300 220 000 401 000	1371172 Crayola Markers, Fine Line, Assorted	\$13.80		
			E 01	300 220 000 401 000	1371173 Crayola Markers, Broad Line, Assorte	\$13.14		
			E 01	300 220 000 401 000	1574770 Post-it Super Sticky Lined Notes, 4 x	\$27.27		
PO#: 49938	Voucher #:	106023	Invoice	Invoice No:	208133964218	5/17/2024	Paid Amt:	\$54.21
			E 01	100 205 000 401 000	060915 StikkiWorks Stikki Clips Paper Holders	\$12.20		
			E 01	100 205 000 401 000	084442 School Smart Non-Skid Jumbo Paper	\$2.46		
			E 01	100 205 000 401 000	1400845 Prismacolor Premier Pencil Sharpen	\$13.90		
			E 01	100 205 000 401 000	085287 School Smart 5-Hole Punched Filler P	\$21.80		
			E 01	100 205 000 430 000	1457443 Pacon Spiralbound Chart Tablet, 24 x	\$19.22		
			E 01	100 205 000 401 000	1495145 Scotch Precision Scissors, 7 Inches	\$21.04		
			E 01	100 205 000 401 000	084888 School Smart 2-Pocket Folders with F	\$12.52		
			E 01	100 205 000 401 000	023959 School Smart Vinyl Coated Paper Clip	\$2.58		
			E 01	100 205 000 401 000	2039323 X-ACTO SchoolPro Electric Pencil Si	\$51.99		
			E 01	100 205 000 430 000	1440266 Pacon Picture Story Chart Tablet, 24	\$12.99		
PO#: 49920	Voucher #:	106024	Invoice	Invoice No:	308104492306	5/17/2024	Paid Amt:	\$170.70
							Check Amount:	\$358.27
0146	MB	86911	11878		SCHRITZ PLUMBING & HEATING		Check	
				E 01	005 812 000 350 000	labor	\$82.50	
				E 01	005 812 000 350 000	flush valve	\$245.24	
PO#: 49993	Voucher #:	106009	Invoice	Invoice No:	282386	5/17/2024	Paid Amt:	\$327.74
			E 01	005 813 000 350 000	labor	\$55.00		
			E 01	005 813 000 350 000	labor	\$192.50		
			E 01	005 813 000 350 000	bolt package	\$10.25		
			E 01	005 813 000 350 000	2" pipe	\$2.17		
			E 01	005 813 000 350 000	male adapter	55	\$4.44	
			E 01	005 813 000 350 000	ball valve	\$24.31		
			E 01	005 813 000 350 000	misc	\$5.00		

Barnesville Public Schools #146 Detail Payment Register By Check

Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type		
0146	MB	86911	11878		SCHRITZ PLUMBING & HEATING		Check		
				E 01	005 813 000 350 000	labor	\$137.50		
				E 01	005 813 000 350 000	caps	\$18.10		
PO#: 49994	Voucher #:	106010	Invoice	Invoice No: 282385		5/17/2024	Paid Amt:	\$449.27	
				E 01	005 812 000 350 000	labor	\$110.00		
				E 01	005 812 000 350 000	labor	\$110.00		
				E 01	005 812 000 350 000	sloan flush valve	\$245.24		
PO#: 49995	Voucher #:	106011	Invoice	Invoice No: 282420		5/17/2024	Paid Amt:	\$465.24	
				E 01	005 812 000 350 000	labor	\$302.50		
				E 01	005 812 000 350 000	faucets	\$97.00		
				E 01	005 812 000 350 000	faucet supplies	\$22.00		
				E 01	005 812 000 350 000	chrome stops	\$72.00		
PO#: 49996	Voucher #:	106012	Invoice	Invoice No: 282382		5/17/2024	Paid Amt:	\$493.50	
				E 01	005 812 000 350 000	labor	\$82.50		
				E 01	005 812 000 350 000	labor	\$220.00		
				E 01	005 812 000 350 000	couplings	\$71.68		
				E 01	005 812 000 350 000	vacuum breakers	\$90.82		
				E 01	005 812 000 350 000	key	\$8.59		
				E 01	005 812 000 350 000	misc	\$3.00		
PO#: 49997	Voucher #:	106013	Invoice	Invoice No: 282361		5/17/2024	Paid Amt:	\$476.59	
				E 01	005 865 381 350 000	labor	\$55.00		
				E 01	005 865 381 350 000	labor	\$275.00		
				E 01	005 865 381 350 000	bradly cartridge kit	\$299.11		
				E 01	005 865 381 350 000	brass fittings	\$11.92		
				E 01	005 865 381 350 000	supply lines	\$25.00		
				E 01	005 865 381 350 000	freight	\$19.68		
PO#: 49998	Voucher #:	106014	Invoice	Invoice No: 282416		5/17/2024	Paid Amt:	\$685.71	
							Check Amount:	\$2,898.05	
0146	MB	86912	16253		SMART, DAVID		Check		
				E 01	300 296 000 305 517	Fees For Services	\$125.00		
PO#:	Voucher #:	106015	Invoice	Invoice No: 051324		5/17/2024	Paid Amt:	\$125.00	
							Check Amount:	\$125.00	
0146	MB	86913	13919		SPANISH		Check		
				E 01	300 299 000 305 000	Fees For Services	\$456.22		
PO#:	Voucher #:	106018	Invoice	Invoice No: 042324		5/17/2024	Paid Amt:	\$456.22	
							Check Amount:	\$456.22	
0146	MB	86914	10140		STEIN'S INC	56	Check		
				E 01	005 810 000 410 000	Oxygen Scavenger	\$161.96		
PO#: 50010	Voucher #:	105998	Invoice	Invoice No: 937711		5/17/2024	Paid Amt:	\$161.96	

Barnesville Public Schools #146

Detail Payment Register By Check

Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type
0146	MB	86914	10140		STEIN'S INC		Check
				E 01	005 813 000 350 000		Kaivac pressure gun \$101.01
				E 01	005 813 000 350 000		pick up and delivery \$18.00
				E 01	005 813 000 350 000		labor \$92.00
PO#: 50009	Voucher #:	105999	Invoice		Invoice No: 937838	5/17/2024	Paid Amt: \$211.01
				E 01	005 810 000 410 000		Mint bowl cleaner \$48.38
				E 01	005 810 000 410 000		emulsion bowl cleaner \$49.28
				E 01	005 810 000 410 000		Glass cleaner \$83.61
				E 01	005 810 000 410 000		can liner 60 gal \$33.83
				E 01	005 810 000 410 000		can liner 33 gal \$102.75
				E 01	005 810 000 410 000		can liner 12-16 gallon \$23.88
				E 01	005 810 000 410 000		freight \$5.00
PO#: 50008	Voucher #:	106000	Invoice		Invoice No: 937880	5/17/2024	Paid Amt: \$346.73
				E 01	005 810 000 410 000		brush strips \$135.50
				E 01	005 810 000 410 000		vacuum bags \$72.60
				E 01	005 810 000 410 000		carpet cleaner \$176.56
				E 01	005 810 000 410 000		pre spray \$134.75
				E 01	005 810 000 410 000		Mint bowl cleaner \$96.76
				E 01	005 810 000 410 000		magic erasers \$81.73
				E 01	005 810 000 410 000		scrubbing sponge \$201.18
PO#: 50007	Voucher #:	106001	Invoice		Invoice No: 938275	5/17/2024	Paid Amt: \$899.08
				E 01	005 813 000 350 000		40' cord \$52.20
				E 01	005 813 000 350 000		brush strips \$27.10
				E 01	005 813 000 350 000		labor \$78.00
				E 01	005 813 000 350 000		pick up and delivery \$18.00
				E 01	005 813 000 350 000		shop supplies \$3.99
PO#: 50011	Voucher #:	106002	Invoice		Invoice No: 937656	5/17/2024	Paid Amt: \$179.29
				E 01	005 810 000 410 000		can liner 33 gal \$34.25
				E 01	005 810 000 410 000		can liner 29x44 \$18.16
				E 01	005 810 000 410 000		can liner 24x32 \$23.88
				E 01	005 810 000 410 000		roll towel \$215.52
				E 01	005 810 000 410 000		h2 orange cleaner \$223.26
PO#: 49970	Voucher #:	106003	Invoice		Invoice No: 936401	5/17/2024	Paid Amt: \$515.07
				E 01	005 810 000 410 000		Can liner 29x44 \$36.32
				E 01	005 810 000 410 000		can liner 33 gal \$102.75
				E 01	005 810 000 410 000		can liner 24x32 \$71.64
				E 01	005 810 000 410 000	57	can liner 60 gal \$67.66
				E 01	005 810 000 410 000		Freight \$5.00
PO#: 49986	Voucher #:	106004	Invoice		Invoice No: 937497	5/17/2024	Paid Amt: \$283.37

Barnesville Public Schools #146 Detail Payment Register By Check

Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type			
0146	MB	86914	10140		STEIN'S INC		Check			
				E 01	005 810 000 410 000	t-bar applicator refill	\$63.08			
				E 01	005 810 000 410 000	freight	\$5.00			
	PO#: 49977	Voucher #: 106005		Invoice	Invoice No: 921765	5/17/2024	Paid Amt:	\$68.08		
				E 01	005 810 000 410 000	can liner 60 gal	\$33.83			
				E 01	005 810 000 410 000	can liner 33 gal	\$34.25			
				E 01	005 810 000 410 000	freight	\$5.00			
	PO#: 49977	Voucher #: 106006		Invoice	Invoice No: 936723	5/17/2024	Paid Amt:	\$73.08		
				E 01	005 865 352 401 000	nitrile gloves	\$61.14			
	PO#: 49977	Voucher #: 106007		Invoice	Invoice No: 935315-1	5/17/2024	Paid Amt:	\$61.14		
							Check Amount:	\$2,798.81		
0146	MB	86915	17415		REMIT2 SWANSTON EQUIPMENT		Check			
				E 01	005 813 000 350 000	Wheel bearing	\$952.22			
				E 01	005 813 000 350 000	waste charge	\$19.04			
				E 01	005 813 000 350 000	shop supplies	\$135.58			
				E 01	005 813 000 350 000	CV shaft	\$536.49			
				E 01	005 813 000 350 000	waste fee	\$10.73			
				E 01	005 813 000 350 000	shop supplies	\$56.12			
				E 01	005 813 000 350 000	boom	\$2,552.75			
				E 01	005 813 000 350 000	boom pin	\$102.92			
				E 01	005 813 000 350 000	boom tatch power	\$1,738.51			
				E 01	005 813 000 350 000	decal	\$30.34			
				E 01	005 813 000 350 000	Decal 5	\$8.32			
				E 01	005 813 000 350 000	decal	\$5.27			
				E 01	005 813 000 350 000	waste fee	\$50.00			
				E 01	005 813 000 350 000	shop supplies	\$355.05			
				E 01	005 813 000 350 000	Misc	\$0.00			
				E 01	005 813 000 350 000	shop supplies	\$13.20			
				E 01	005 813 000 350 000	shop supplies	\$31.94			
				E 01	005 813 000 350 000	connector kit	\$87.44			
				E 01	005 813 000 350 000	socket	\$6.40			
				E 01	005 813 000 350 000	socket	\$4.02			
				E 01	005 813 000 350 000	waste fee	\$1.96			
				E 01	005 813 000 350 000	shop supplies	\$27.63			
				E 01	005 813 000 350 000	hose	\$150.95			
				E 01	005 813 000 350 000	hose	\$145.19			
				E 01	005 813 000 350 000	waste fee	\$5.92	58		
				E 01	005 813 000 350 000	shop supplies	\$56.69			



Barnesville Public Schools #146 Detail Payment Register By Check

Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type		
0146	MB	86915	17415		REMIT2 SWANSTON EQUIPMENT		Check		
				E 01	005 813 000 350 000	labor		\$2,535.71	
	PO#: 49971	Voucher #: 106017		Invoice	Invoice No: W43151	5/17/2024			
								Paid Amt:	\$9,620.39
								Check Amount:	\$9,620.39
0146	MB	86916	15651		remit TEACHERS ON CALL		Check		
				E 01	100 203 000 305 000	Elem substitutes		\$1,638.00	
				E 01	300 211 000 305 000	HS substitutes		\$1,638.00	
	PO#:	Voucher #: 106047		Invoice	Invoice No: 157500	5/17/2024			Paid Amt: \$3,276.00
				E 01	100 203 000 305 000	Elem substitutes		\$2,730.00	
				E 01	300 211 000 305 000	HS substitutes		\$1,729.00	
	PO#:	Voucher #: 106041		Invoice	Invoice No: 157242	5/17/2024			Paid Amt: \$4,459.00
								Check Amount:	\$7,735.00
0146	MB	86917	11035		THE FEED MILL INC		Check		
				E 01	005 810 000 334 000	Hydrated Lime		\$59.60	
	PO#:	Voucher #: 106025		Invoice	Invoice No: 26778	5/17/2024			Paid Amt: \$59.60
								Check Amount:	\$59.60
0146	MB	86918	16572		THELEN, MARK		Check		
				E 01	300 296 000 305 517	Fees For Services		\$180.00	
	PO#:	Voucher #: 106026		Invoice	Invoice No: 051424	5/17/2024			Paid Amt: \$180.00
								Check Amount:	\$180.00
0146	MB	86919	10295		US FOODS		Check		
				E 02	005 770 701 490 000	Food		\$450.45	
				E 02	005 770 705 490 000	Breakfast Food		\$200.26	
	PO#:	Voucher #: 106027		Invoice	Invoice No: 4372194	5/17/2024			Paid Amt: \$650.71
				E 02	005 770 701 490 000	Food		\$449.55	
				E 02	005 770 705 490 000	Breakfast Food		\$348.12	
				E 02	005 770 701 401 000	Supplies		\$194.75	
	PO#:	Voucher #: 106028		Invoice	Invoice No: 4186772	5/17/2024			Paid Amt: \$992.42
				E 02	005 770 701 490 000	Food		\$361.21	
				E 02	005 770 705 490 000	Breakfast Food		\$330.70	
	PO#:	Voucher #: 106029		Invoice	Invoice No: 3814640	5/17/2024			Paid Amt: \$691.91
				E 02	005 770 701 490 000	Food		\$488.46	
				E 02	005 770 705 490 000	Breakfast Food		\$345.26	
				E 02	005 770 701 401 000	Supplies		\$89.71	
	PO#:	Voucher #: 106030		Invoice	Invoice No: 3998962	5/17/2024			Paid Amt: \$923.43
				E 02	005 770 701 490 000	Food		\$351.93	
				E 02	005 770 705 490 000	Breakfast Food		\$282.97	

Barnesville Public Schools #146 Detail Payment Register By Check

Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type		
0146	MB	86919	10295		US FOODS		Check		
				E 02	005 770 701 401 000	Supplies		\$192.74	
PO#:	Voucher #:	106031	Invoice		Invoice No: 3635072	5/17/2024	Paid Amt:	\$827.64	
								Check Amount:	\$4,086.11
0146	MB	86920	13590		WE TRAVEL PC INC		Check		
				E 01	005 715 342 405 000	Cyber Security - Avanan Email Security		\$540.00	
				E 01	005 715 342 405 000	Cyber Security - Google Workspace Backup		\$420.00	
				E 01	005 715 342 405 000	Cyber Security - Server Protection		\$250.00	
				E 01	005 715 342 405 000	Cyber Security - Advanced EDR PCS		\$730.00	
				E 01	005 715 342 405 000	Cyber Security - Advanced EDR Mac		\$350.00	
				E 01	005 715 342 405 000	Vulnerability Scanning and Compliance Manag		\$250.00	
				E 01	005 715 342 405 000	Staff Cyber Security Ongoing Training		\$274.00	
PO#: 50012	Voucher #:	106033	Invoice		Invoice No: 13583	5/17/2024	Paid Amt:	\$2,814.00	
			E 01	005 612 000 405 000	District Staff DNS Filter (replacing sonicwall fil		\$99.00		
PO#: 50012	Voucher #:	106034	Invoice		Invoice No: 13585	5/17/2024	Paid Amt:	\$99.00	
			E 01	005 612 000 319 000	BHS PC and Mac Management		\$750.00		
PO#: 50012	Voucher #:	106035	Invoice		Invoice No: 13584	5/17/2024	Paid Amt:	\$750.00	
			E 01	100 612 000 455 000	Apple USB-C		\$69.00		
			E 01	005 612 000 455 000	Apple Magic Keyboard & Mouse Combo		\$179.99		
PO#: 50012	Voucher #:	106036	Invoice		Invoice No: 13573	5/17/2024	Paid Amt:	\$248.99	
			E 01	005 630 302 305 000	Technology Coordinator		\$8,512.00		
PO#:	Voucher #:	106037	Invoice		Invoice No: 1086	5/17/2024	Paid Amt:	\$8,512.00	
								Check Amount:	\$12,423.99
0146	MB	86921	14910		WEST MUSIC		Check		
				E 01	200 212 000 430 000	Harmony R Series HR304B Soprano Recorder		\$195.50	
				E 01	100 259 000 430 000	Harmony R Series HR304B Soprano Recorder		\$99.75	
PO#: 49918	Voucher #:	106038	Invoice		Invoice No: SI2404244	5/17/2024	Paid Amt:	\$295.25	
			E 01	100 259 000 430 000	Folkmanis 2755 Mini Bluebird Finger Puppet It		\$8.99		
PO#: 49918	Voucher #:	106039	Invoice		Invoice No: SI2399070	5/17/2024	Paid Amt:	\$8.99	
			E 01	200 212 000 430 000	Sonor Global Beat AX GBF Fiberglass Alto Xyl		\$535.00		
			E 01	200 212 000 430 000	When the Beat Was Born: DJ Kool Herc and tl		\$18.99		
			E 01	100 259 000 430 000	Shipping of Entire Order		\$50.67		
PO#: 49918	Voucher #:	106040	Invoice		Invoice No: SI2394741	5/17/2024	Paid Amt:	\$604.66	
								Check Amount:	\$908.90
0146	MB	86922	16568		COCA-COLA BOTTLING COMPANY HIGH COUNTRY		Check		
				R 01	300 299 000 619 000	Concessions Cost of Sales		\$2,251.50	
PO#:	Voucher #:	106053	Invoice		Invoice No: 4720357	5/17/2024	Paid Amt:	\$2,251.50	
			R 01	300 299 000 619 000	Concessions Cost of Sales		\$1,793.50		
PO#:	Voucher #:	106054	Credit		Invoice No: 4751061	5/17/2024	Paid Amt:	(\$1,793.50)	

Barnesville Public Schools #146 Detail Payment Register By Check

Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type	
0146	MB	86922	16568		COCA-COLA BOTTLING COMPANY HIGH COUNTRY		Check	
				R 01	300 299 000 619 000 Concessions Cost of Sales		\$312.00	
	PO#:	Voucher #:	106055	Credit	Invoice No: 4751152	5/17/2024	Paid Amt: (\$312.00)	
							Check Amount:	\$146.00
							Report Total:	\$866,461.22

Barnesville Public Schools #146
Detail Payment Register By Check
Fund Summary

Fund	Description	Total
01	General Fund	\$785,236.19
02	Food Service	\$41,651.87
04	Community Service	\$5,984.74
06	Building Construction	\$33,588.42
Report Total		\$866,461.22

Student Activity Account Detail Payment Register By Check

Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type		
1146	MN	18385	1016		BARNESVILLE GROCERY		Check		
				E 01	300 298 000 401 370	Team Event		\$11.15	
		PO#:	Voucher #:	5261	Invoice	Invoice No: 6630		4/18/2024	
								Paid Amt:	\$11.15
								Check Amount:	\$11.15
1146	MN	18386	1165		BREAKDOWN SPORTS USA		Check		
				E 01	300 298 000 401 550	Basketball Camp		\$720.00	
		PO#:	Voucher #:	5254	Invoice	Invoice No: BasketballCamp		4/18/2024	
								Paid Amt:	\$720.00
								Check Amount:	\$720.00
1146	MN	18387	1749		COBBER MEN'S BASKETBALL		Check		
				E 01	300 298 000 401 550	Men's Basketball Camp		\$570.00	
		PO#:	Voucher #:	5253	Invoice	Invoice No: Summer		4/18/2024	
								Paid Amt:	\$570.00
								Check Amount:	\$570.00
1146	MN	18388	1108		EF EDUCATIONAL TOURS		Check		
				E 01	300 298 000 401 380	Trip Payments 2652310KN		\$1,094.12	
		PO#:	Voucher #:	5262	Invoice	Invoice No: 2652310KN		4/18/2024	
								Paid Amt:	\$1,094.12
								Check Amount:	\$1,094.12
1146	MN	18389	1044		GYLLAND, JENNIFER		Check		
				E 01	300 298 000 401 315	Solo Book		\$15.99	
		PO#:	Voucher #:	5257	Invoice	Invoice No: Amazon		4/18/2024	
								Paid Amt:	\$15.99
								Check Amount:	\$15.99
1146	MN	18390	1471		HAI, GEORGE		Check		
				E 01	300 298 000 401 520	Team Bonding Event		\$88.00	
		PO#:	Voucher #:	5255	Invoice	Invoice No: 04182024		4/18/2024	
								Paid Amt:	\$88.00
								Check Amount:	\$88.00
1146	MN	18392	1605		PURPLE GOOSE, THE		Check		
				E 01	300 298 000 401 470	Stude Co Pizza Party		\$87.80	
		PO#:	Voucher #:	5256	Invoice	Invoice No: 04172024Stud		4/18/2024	
								Paid Amt:	\$87.80
				E 01	300 298 000 401 561	Softball Team Meal		\$188.55	
		PO#:	Voucher #:	5259	Invoice	Invoice No: 4112024Softball		4/18/2024	
								Paid Amt:	\$188.55
								Check Amount:	\$276.35
1146	MN	18393	1679		SMITH, HEIDI		Check		
				E 01	300 298 000 401 490	Art Club Team Building		\$161.53	
		PO#:	Voucher #:	5260	Invoice	Invoice No: 04182024		4/18/2024	
								Paid Amt:	\$161.53
								Check Amount:	\$161.53
1146	MN	18394	1016		BARNESVILLE GROCERY	63	Check		
				E 01	300 298 000 401 370	Team Meal		\$11.93	
		PO#:	Voucher #:	5269	Invoice	Invoice No: 0425		5/7/2024	
								Paid Amt:	\$11.93
								Check Amount:	\$11.93

Student Activity Account Detail Payment Register By Check

Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type		
1146	MN	18395	1354		BOMSTAD, RYAN		Check		
				E 01	300 298 000 401 530	Highlight Video		\$400.00	
		PO#:	Voucher #:	5264	Invoice	Invoice No: 04252024	5/7/2024		Paid Amt: \$400.00
									Check Amount: \$400.00
1146	MN	18396	1360		CHAHINKAPA ZOO		Check		
				E 01	100 298 000 401 110	1st Grade Field Trip		\$600.00	
		PO#:	Voucher #:	5275	Invoice	Invoice No: 05082024	5/7/2024		Paid Amt: \$600.00
									Check Amount: \$600.00
1146	MN	18397	1597		FM REDHAWKS		Check		
				E 01	100 298 000 401 103	Class Trip		\$1,749.00	
		PO#:	Voucher #:	5270	Invoice	Invoice No: 33111	5/7/2024		Paid Amt: \$1,749.00
									Check Amount: \$1,749.00
1146	MN	18398	1026		ISD #146		Check		
				E 01	300 298 000 401 530	Team Awards Overage		\$0.00	
		PO#:	Voucher #:	5266	Invoice	Invoice No: 66239	5/7/2024		Paid Amt: \$0.00
				E 01	300 298 000 401 224	Skyzone		\$650.00	
		PO#:	Voucher #:	5279	Invoice	Invoice No: Skyzone	5/7/2024		Paid Amt: \$650.00
				E 01	300 298 000 401 410	State FFA-Holiday Inn		\$2,492.12	
		PO#:	Voucher #:	5280	Invoice	Invoice No: HolidayInn	5/7/2024		Paid Amt: \$2,492.12
									Check Amount: \$3,142.12
1146	MN	18399	1802		KINGPINZ SOCIAL		Check		
				E 01	300 298 000 401 470	Sr. Field Trip		\$750.00	
		PO#:	Voucher #:	5277	Invoice	Invoice No: 05152024	5/7/2024		Paid Amt: \$750.00
									Check Amount: \$750.00
1146	MN	18400	1061		LONG WEEKEND SPORTSWEAR		Check		
				E 01	300 298 000 401 315	Concert Tshirts		\$1,631.00	
		PO#:	Voucher #:	5268	Invoice	Invoice No: 28539	5/7/2024		Paid Amt: \$1,631.00
									Check Amount: \$1,631.00
1146	MN	18401	1068		MINNESOTA FFA ASSOCIATION		Check		
				E 01	300 298 000 401 410	State & National FFA Membership		\$52.00	
		PO#:	Voucher #:	5274	Invoice	Invoice No: 5993	5/7/2024		Paid Amt: \$52.00
				E 01	300 298 000 401 410	State Convention		\$1,310.00	
		PO#:	Voucher #:	5281	Invoice	Invoice No: MN0021	5/7/2024		Paid Amt: \$1,310.00
									Check Amount: \$1,362.00
1146	MN	18402	1361		PRAIRIE ROSE CAROUSEL		Check		
				E 01	100 298 000 401 110	1st Grade trip	64	\$112.50	
		PO#:	Voucher #:	5276	Invoice	Invoice No: 05082024	5/7/2024		Paid Amt: \$112.50
									Check Amount: \$112.50

Student Activity Account Detail Payment Register By Check

Co	Bank	Check No	Code	Rcd	Vendor		Pmt/Void Date		Pmt Type
1146	MN	18403	1107		SCHEELS				Check
				E 01	300 298 000 401 390	Clays & Ammo		\$6,919.58	
		PO#:	Voucher #:	5265	Invoice	Invoice No: 03262916	5/7/2024		Paid Amt: \$6,919.58
									Check Amount: \$6,919.58
1146	MN	18404	1091		SCHERLING PHOTOGRAPHY				Check
				E 01	300 298 000 401 520	Golf Banner		\$175.00	
		PO#:	Voucher #:	5267	Invoice	Invoice No: 04232024BHS	5/7/2024		Paid Amt: \$175.00
				E 01	300 298 000 401 561	Softball Banner		\$175.00	
		PO#:	Voucher #:	5272	Invoice	Invoice No: 04182025SHS	5/7/2024		Paid Amt: \$175.00
									Check Amount: \$350.00
1146	MN	18405	1527		SCIENCE MUSEUM- MINNESOTA				Check
				E 01	100 298 000 401 105	Barnesville Field Trip		\$544.00	
		PO#:	Voucher #:	5271	Invoice	Invoice No: 05152024	5/7/2024		Paid Amt: \$544.00
									Check Amount: \$544.00
1146	MN	18406	1746		SKY ZONE FARGO				Check
				E 01	300 298 000 401 224	Skyzone		\$650.00	
		PO#:	Voucher #:	5278	Invoice	Invoice No: 05072024	5/7/2024		Paid Amt: \$650.00
									Check Amount: \$650.00
1146	MN	18407	1602		TEEPLES, BRITTA				Check
				E 01	300 298 000 401 104	Honor Cords		\$161.49	
		PO#:	Voucher #:	5273	Invoice	Invoice No: 9001853292	5/7/2024		Paid Amt: \$161.49
									Check Amount: \$161.49
1146	MN	18408	1104		X-GRAIN				Check
				E 01	300 298 000 401 500	Warm Up Pants		\$350.00	
		PO#: 1474	Voucher #:	5263	Invoice	Invoice No: 285870	5/7/2024		Paid Amt: \$350.00
									Check Amount: \$350.00
1146	MN	18409	1016		BARNESVILLE GROCERY				Check
				E 01	300 298 000 401 561	Team Bonding Softball		\$32.76	
		PO#:	Voucher #:	5282	Invoice	Invoice No: 4139	5/10/2024		Paid Amt: \$32.76
									Check Amount: \$32.76
1146	MN	18410	1159		DETROIT LAKES COMMUNITY CENTER				Check
				E 01	100 298 000 401 110	3rd Grade Outing		\$730.00	
		PO#:	Voucher #:	5285	Invoice	Invoice No: 05102024	5/10/2024		Paid Amt: \$730.00
									Check Amount: \$730.00
1146	MN	18411	1108		EF EDUCATIONAL TOURS				Check
				E 01	300 298 000 401 430	Ireland Trip	65	\$3,260.17	
		PO#:	Voucher #:	5287	Invoice	Invoice No: 05102024	5/10/2024		Paid Amt: \$3,260.17
									Check Amount: \$3,260.17

Student Activity Account Detail Payment Register By Check

Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type
1146	MN	18412	1026		ISD #146		Check
				E 01	300 298 000 401 570	Hasty Awards	\$165.35
		PO#:	Voucher #:	5288	Invoice	Invoice No: Hasty	5/10/2024
							Paid Amt: \$165.35
							Check Amount: \$165.35
1146	MN	18413	1068		MINNESOTA FFA ASSOCIATION		Check
				E 01	300 298 000 401 410	Region 1 Banquet	\$136.00
		PO#:	Voucher #:	5284	Invoice	Invoice No: 6310	5/10/2024
							Paid Amt: \$136.00
							Check Amount: \$136.00
1146	MN	18414	1605		PURPLE GOOSE, THE		Check
				E 01	300 298 000 401 561	Team Meal	\$146.65
		PO#:	Voucher #:	5283	Invoice	Invoice No: TG10	5/10/2024
							Paid Amt: \$146.65
							Check Amount: \$146.65
1146	MN	18415	1534		TNT FITNESS		Check
				E 01	100 298 000 401 110	2nd Grade Outing	\$455.00
		PO#:	Voucher #:	5286	Invoice	Invoice No: 05102024	5/10/2024
							Paid Amt: \$455.00
							Check Amount: \$455.00
1146	MN	18416	1459		COMO PARK ZOO & CONSERVATORY		Check
				E 01	100 298 000 401 105	Field Trip	\$300.00
		PO#:	Voucher #:	5289	Invoice	Invoice No: FieldTrip	5/14/2024
							Paid Amt: \$300.00
							Check Amount: \$300.00
1146	MN	18417	1354		BOMSTAD, RYAN		Check
				E 01	300 298 000 401 530	Year End Awards	\$12.50
		PO#:	Voucher #:	5295	Invoice	Invoice No: 66377	5/16/2024
							Paid Amt: \$12.50
							Check Amount: \$12.50
1146	MN	18418	1165		BREAKDOWN SPORTS USA		Check
				E 01	300 298 000 401 530	Summer Tournaments Girls BB	\$720.00
		PO#:	Voucher #:	5294	Invoice	Invoice No: 05162024	5/16/2024
							Paid Amt: \$720.00
							Check Amount: \$720.00
1146	MN	18419	1164		JUST A GAME FIELDHOUSE		Check
				E 01	300 298 000 401 530	Just a Game Tournament	\$395.00
		PO#:	Voucher #:	5291	Invoice	Invoice No: 05162024	5/16/2024
							Paid Amt: \$395.00
							Check Amount: \$395.00
1146	MN	18420	1808		KUSTOM KONCEPTS, INC		Check
				E 01	300 298 000 401 390	Trap Awards	\$1,267.54
		PO#:	Voucher #:	5296	Invoice	Invoice No: 8661	5/16/2024
							Paid Amt: \$1,267.54
							Check Amount: \$1,267.54

Student Activity Account Detail Payment Register By Check

Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type		
1146	MN	18421	1774		MENARDS		Check		
				E 01	300 298 000 401 410			Raised bed Garden	\$293.36
	PO#: 1476	Voucher #:	5290	Invoice	Invoice No: 94323	5/16/2024	Paid Amt:		\$293.36
				E 01	300 298 000 401 410			awards display	\$87.88
	PO#:	Voucher #:	5292	Invoice	Invoice No: 93805	5/16/2024	Paid Amt:		\$87.88
								Check Amount:	\$381.24
1146	MN	18422	1372		MSUM BASKETBALL CAMP		Check		
				E 01	300 298 000 401 530			Dragon's Womens Basketball	\$275.00
	PO#:	Voucher #:	5293	Invoice	Invoice No: 05162024	5/16/2024	Paid Amt:		\$275.00
								Check Amount:	\$275.00
1146	MN	18423	1107		SCHEELS		Check		
				E 01	300 298 000 401 390			Trap Shoot products	\$2,796.50
	PO#:	Voucher #:	5297	Invoice	Invoice No: 03261728	5/16/2024	Paid Amt:		\$2,796.50
								Check Amount:	\$2,796.50
1146	MN	18424	1830		WILDERNESS HOTEL & GOLF RESORT		Check		
				E 01	300 298 000 401 530			Hotel Rooms-Team	\$2,230.80
	PO#:	Voucher #:	5298	Invoice	Invoice No: 05162024bhs	5/16/2024	Paid Amt:		\$2,230.80
								Check Amount:	\$2,230.80
1146	MN	18425	1057		JOSTENS, INC		Check		
				E 01	300 298 000 401 330			Yearbook	\$6,580.93
	PO#:	Voucher #:	5299	Invoice	Invoice No: 1375900	5/17/2024	Paid Amt:		\$6,580.93
								Check Amount:	\$6,580.93
								Report Total:	\$41,556.20

CLAIMS PRESENTED TO THE BOARD OF EDUCATION

Monday, May 20, 2024

Amundson, Scott			\$47.64	
	Retro		\$47.64	
Anderson, Breanna			\$118.70	
	Paraprofessional		\$118.70	
Anderson, Laura			\$1.12	
	Retro		\$1.12	
Askegaard, Matthew			\$7.84	
	Retro		\$7.84	
Askegaard, Megan			\$27.64	
	Activity Worker		\$27.64	
Biewer, Joyce			\$449.51	
	Paraprofessional Substitute		\$449.51	
Blanco, Amira			\$738.83	
	Kids Club		\$738.83	
Blilie, Amber			\$238.24	
	Teacher Substitute		\$198.72	
	Retro		\$39.52	
Blilie, Macie			\$124.29	
	Kids Club		\$124.29	
Blomberg, Cassandra			\$3,040.01	
	Kids Club		\$1,281.50	
	Preschool		\$1,758.51	
Bolgrean, Shirley			\$909.88	
	Paraprofessional Substitute		\$909.88	
Bomstad, Ryan			\$586.20	
	Retro		\$8.00	
	Staff Development		\$578.20	
Bowen, Susan			\$413.26	
	Food Service Substitute		\$413.26	
Braton, Carrie			\$80.00	
	Retro		\$80.00	
Bredman, Jack			\$621.74	
	Custodial Expense		\$621.74	
Carlton, Cheryl			\$2,035.32	
	Paraprofessional		\$933.53	
	Preschool		\$1,101.79	
Caruso, Amy			\$1,843.74	
	Preschool		\$1,568.55	
	Transportation		\$235.31	
	Paraprofessional Substitute		\$39.88	
Chezum, Briana			\$1,290.74	
	Concessions		\$1,122.74	
	Retro		\$168.00	
Dant, Mariah			\$305.76	
	Teacher Substitute		\$273.24	
	Retro		\$32.52	

Davis, McKenzie			\$1,133.59	
	Paraprofessional Substitute	\$1,133.59		
Del Greco, Benjamin			\$119.52	
	Teacher Substitute	\$99.36		
	Retro	\$20.16		
Dosch-Erlandson, Patricia			\$102.24	
	Retro	\$102.24		
Dukek, Jayci			\$362.51	
	Kids Club	\$362.51		
Duval, Duane			\$409.51	
	Custodial Expense	\$409.51		
Duval, Susan			\$14.00	
	Retro	\$14.00		
Eberhardt, Laura			\$39.84	
	Retro	\$6.72		
	Teacher Substitute	\$33.12		
Ellingson, Erin			\$42.48	
	Teacher Substitute	\$33.12		
	Retro	\$9.36		
Ernst, Laurie			\$300.65	
	Custodial Expense	\$300.65		
Fenner, Juanita			\$874.14	
	Food Service Expense	\$874.14		
Field, Michelle			\$344.15	
	Staff Development	\$274.53		
	Retro	\$69.62		
Foss, Kelly			\$279.96	
	Teacher Substitute	\$273.24		
	Retro	\$6.72		
Fradet, Annika			\$362.51	
	Kids Club	\$362.51		
Gilbertson, Carl			\$288.35	
	Custodial Expense	\$288.35		
Gilbertson, Lisa			\$46.80	
	Retro	\$46.80		
Goering, John			\$76.32	
	Teacher Substitute	\$66.24		
	Retro	\$10.08		
Grabow, Shari			\$6.72	
	Retro	\$6.72		
Green, Rachel			\$304.50	
	Paraprofessional Substitute	\$304.50		
Grosz, Jacob			\$18.48	
	Retro	\$18.48		
Gylland, Jennifer			\$227.68	
	Retro	\$131.44		
	Teacher Substitute	\$66.24		
	Staff Development	\$30.00		

Halverson-Wolters, Chrissa			\$189.92	
	Breakfast Monitor	\$166.18		
	Staff Development	\$23.74		
Haj, George			\$8.68	
	Retro	\$8.68		
Hamman, Angela			\$790.02	
	Food Service Expense	\$790.02		
Haspel, Kelsey			\$28.00	
	Retro	\$28.00		
Haugen, Samantha			\$1,131.01	
	Paraprofessional Substitute	\$1,131.01		
Haugen-Forsgren, Lisa			\$368.13	
	Retro	\$176.13		
	Staff Development	\$192.00		
Haus, Jessica			\$55.53	
	Breakfast Monitor	\$55.53		
Henrickson, Todd			\$46.14	
	Retro	\$18.00		
	Staff Development	\$28.14		
Hermes, Anthony			\$42.08	
	Retro	\$8.96		
	Teacher Substitute	\$33.12		
Hinsz, Tracy			\$65.28	
	Retro	\$65.28		
Hoyer, Megan			\$564.86	
	Retro	\$22.40		
	Teacher Substitute	\$132.48		
	Staff Development	\$409.98		
Inniger, Holly			\$557.74	
	Retro	\$557.74		
Jenkins, Carrie			\$335.64	
	Retro	\$143.64		
	Staff Development	\$192.00		
Johnson, Jedidiah			\$84.16	
	Retro	\$17.92		
	Teacher Substitute	\$66.24		
Jordahl, Lowell			\$232.13	
	Custodial Expense	\$232.13		
Jorud, Laura			\$222.48	
	Retro	\$222.48		
Julsrud, Wanda			\$1,986.12	
	Transportation	\$1,986.12		
Kara, Roxanne			\$265.41	
	Custodial Expense	\$265.41		
Kern, Brittni			\$2,215.45	
	Paraprofessional	\$2,215.45		
Kluck, Melissa			\$2,350.83	
	Transportation	\$2,350.83		

Krause, Jamin			\$50.00		
	Staff Development	\$50.00			
Larson, Ethan			\$621.74		
	Custodial Expense	\$621.74			
Larson, Sarah			\$142.56		
	Teacher Substitute	\$132.48			
	Retro	\$10.08			
Leach, Sarah			\$400.00		
	Accompaniment	\$400.00			
Lien, Sara			\$496.80		
	Clerical	\$492.80			
	Retro	\$4.00			
Loen, Nancy			\$1.12		
	Retro	\$1.12			
Martin, Megan			\$7.28		
	Retro	\$7.28			
Martinson, Karie			\$0.56		
	Retro	\$0.56			
Meyer, Sandra			\$618.33		
	Retro	\$490.33			
	Staff Development	\$128.00			
Nelson, Nichole			\$2.80		
	Retro	\$2.80			
Odden, Scott			\$697.00		
	Custodial Expense	\$697.00			
Olson, Tori			\$3.15		
	Retro	\$3.15			
Peloubet-Messer, Christine			\$659.28		
	Retro	\$243.28			
	Staff Development	\$416.00			
Petersen, Monica			\$148.16		
	Teacher Substitute	\$132.48			
	Retro	\$15.68			
Poepping, Sarah			\$82.72		
	Retro	\$82.72			
Redding, LaVonne			\$680.30		
	Food Service Expense	\$680.30			
Reep, Richard			\$144.00		
	Custodial Expense	\$144.00			
Ronsberg, Betsy			\$199.89		
	Breakfast Monitor	\$199.89			
Rotz, Lindsey			\$151.91		
	Kids Club	\$151.91			
Rotz, Stacey			\$2,404.23		
	Preschool	\$2,404.23			
Rowlett, Sadie			\$5.60		
	Retro	\$5.60			
Russell, Dovante			\$226.72		
	Custodial Expense	\$226.72			

Schaub, Michael			\$19.04		
	Retro	\$19.04			
Schilling, Ava			\$376.33		
	Kids Club	\$376.33			
Schindler, Aaron			\$4.00		
	Retro	\$4.00			
Schmidt, Paige			\$1.12		
	Retro	\$1.12			
Schmitt Jr, Thomas			\$224.48		
	Teacher Substitute	\$198.72			
	Retro	\$25.76			
Schwartz, Ashley			\$11.36		
	Paraprofessional	\$11.36			
Seifert, Nicole			\$3.36		
	Retro	\$3.36			
Smith, Heidi			\$44.32		
	Retro	\$11.20			
	Teacher Substitute	\$33.12			
Snobl, Scott			\$46.56		
	Retro	\$13.44			
	Teacher Substitute	\$33.12			
Snow, Kayla			\$704.81		
	Kids Club	\$704.81			
Sossa, Brynn			\$391.36		
	Kids Club	\$391.36			
Sossa, Melissa			\$72.00		
	Retro	\$72.00			
Spillum, Mary			\$612.68		
	Kids Club	\$612.68			
Stokka, Brynn			\$10.00		
	Activity Worker	\$10.00			
Strand, Bryan			\$20.00		
	Retro	\$20.00			
Strand, Nathan			\$11.20		
	Retro	\$11.20			
Suter, Chad			\$140.32		
	Teacher Substitute	\$132.48			
	Retro	\$7.84			
Thorkildson, Lynn			\$7.28		
	Retro	\$7.28			
Tonsfeldt, Michelle			\$94.08		
	Retro	\$94.08			
Trowbridge, Philip			\$708.28		
	Teacher Substitute	\$231.84			
	Staff Development	\$371.66			
	Retro	\$104.78			
Trowbridge, Randi			\$34.24		
	Retro	\$1.12			
	Teacher Substitute	\$33.12			

Wander, Michelle			\$74.16		
	Retro		\$74.16		
Wilhelm, April			\$739.50		
	Paraprofessional Substitute		\$739.50		
Willer, Allison			\$123.60		
	Retro		\$123.60		
Wilson, Kari			\$128.29		
	Clerical		\$124.29		
	Retro		\$4.00		
Wirth, Barbara			\$395.01		
	Food Service Expense		\$395.01		
Xiong, Ger			\$2,076.70		
	Kids Club		\$579.31		
	Paraprofessional		\$1,497.39		
Zepper, Cary			\$184.96		
	Paraprofessional		\$94.96		
	Retro		90.00		
	TOTAL		44,777.21	\$44,777.21	
MSDLAF TRANSFERS TO MIDWEST BANK					
4/30/2024	TRANSFER		\$400,000		
5/8/2024	TRANSFER		\$150,000		
5/15/2024	TRANSFER		\$600,000		
					\$1,150,000
MIDWEST BANK CREDIT CARD EXPENDITURES					
Jon Ellerbusch					\$25.33
	Zoom subscription		\$5.33		
	ChatGPT Subscription		\$20.00		
Todd Henrickson					\$570.27
	Staff Development		\$553.10		
	Zoom Subscription		\$17.17		
Bryan Strand					\$3,536.36
	Staff Development		\$302.04		
	FB Auxiliary Exp		\$3,134.44		
	Repairs		\$99.88		
Jodi Samuelson					\$1,119.41
	Elem. Music Expense		\$15.95		
	Preschool Expense		\$269.89		
	Office Supplies		\$114.07		
	Elem. Speech Supplies		\$104.50		
	Staff Development Expense		\$615.00		

Aaron Schindler					\$2,380.88
		Boys Basketball Travel Exp (from Dec.)	\$1,718.45		
		ChatGPT Subscription	\$20.00		
		Brightwheel Subscription	\$150.00		
		AD Conference Exp.	\$245.52		
		Track Auxiliary Exp.	\$246.91		
Total Credit Card Expense					\$7,632.25

7. Appreciation, Recognition and Presentations

A. 2026 Band/Choir Trip

Mrs. Gylland and Ms. Tangen

8. Recognition of Citizens for Input Purposes

None

9. Reports/News

A. High School Principal's Report

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Barnesville High School - Board Report May 20, 2024

Past Months Events

1. Congratulations to April students of the month - 7th -Libby Haj, 8th - Khloe Robledo
9th - Lyric Vold, 10th - Krystin Lamm, 11th - Bella Snobl, 12th - Tyler Drees
2. Congratulations to May students of the month - 7th - Jeremiah Nibbe, 8th - Riley Norris
9th - Tim Golden, 10th - Lexi Bontjes, 11th - Gannon Bolgrean, 12th - Cure Young
3. Teacher Appreciation Week was May 6-10 - Thanks to all the teaching staff for all that they do.
 1. We truly have some amazing teachers at BHS and are very fortunate for all that they do for the kids of our community.
4. May 1 Day of Caring - members of our junior and senior class as well as members of our Pay group and National honor society went into the community to help clean up the town and assist those that needed it.
5. April 15 - Band Concert
 1. Great job by the students and Ms. Tangen for a great concert
 2. Congratulations to - Evan Packer for winning the John Phillip Sousa award
6. April 29- choir concert
 1. Congratulations to Mrs. Gylland and the students for putting on a fantastic performance
 2. Congratulations to Sam Nibbe - Outstanding Choir Member
 3. Thank you to Mrs. Gylland for all of her years at Barnesville HS as well as Barnesville elementary, she has been a gigantic asset to this school district and she will be missed
7. Prom was April 20
 1. Thank you to Erin Ellingson and Susie Duval who are our prom advisors. They spear head the design of the auditorium, middle gym and old gym and line up the DJ, chaperones, people to do the breath tests, photographer, print off and sell tickets, and truly so much more!!

2. Thank you to the junior parents that participated in the Post Prom event. This is a voluntary event by both the kids and the parents, but our parents always seem to go above and beyond for the kids to have a spectacular event.
8. State FFA convention was last week in April 21-23. Congratulations to the students and Mrs. Loen for qualifying and doing so well. Students participating were - Carlie Vigesaa, Lindsey Rotz, Natalie Froslic, Allison Smith, Alison Axness, Shayna Erickson, Piper Thompson, Riley Rickford, Wesley Rotz, Henry Rotz, Evan Anderson, Micah Schlauderaff, David Spillum, Austin Pender, Aiden Kent, Jack Axness, Alex Fronning, Connor Klemin

Future High School Events

9. Graduation - Saturday, May 25 at 2:00
 1. Which board members will be attending and need reserved seating? Let me know please
 2. If you are attending we will line seniors up at 1:50 in the middle gym, graduation will be held in the BSA
10. Seniors last day was Friday, May 17
11. Summer school dates
 1. will take place this summer - June, July and August
 2. Letters were sent out last week
12. Secretaries will be done on June 4
13. Want to personally thank Nate Strand for all of his years of service to the Barnesville school district, he is in a fight right now that is impossible to win. He has taught here since 2010 and has been involved in the school as well as the community. He has coached both football and baseball during his time here as well as being active coaching his children's youth teams.

TODD HENRICKSON - ELEMENTARY PRINCIPAL

Board Report – May 20, 2024

- **Meal Repack Program – Update**
 - This has been going well. Meals have been available for those that want them.
- **Apr 19th – CPT (see attached)**
- **Apr 30th - Art Interviews were held**
- **Apr 22nd – Kindergarten Music Program – PAC**
 - Congratulations to Miss Dant and our students on a great, interactive program!
- **Apr 23rd - 1st & 2nd Grade Music Program / Elementary Choir Program – PAC**
 - Congratulations to Miss Dant, our 1st and 2nd Grade students, and our Elementary Choir on a great program!
- **Apr 23rd - School Bus Driver Appreciation Day**
 - Thank you to all of our Bus Drivers for getting out students to school and home safely!
- **Apr 29th – Mrs. Grabow’s Class created 16 Best Day Boxes that were delivered to the Barnesville Food Pantry**
 - Thank you to the Maier and Kava families for donating the supplies.



- **May 1st, 2nd, 3rd, & 7th**
 - The Kindergarten classes held programs for their parents. The students did a great job!
 - Thank you to our teachers for putting these programs together!
- **May 3rd – “Donuts with Grownups”**
 - 700 Donuts were given out
 - Thank you to all the “Grownups” who attended
 - Thank you to the PTO for sponsoring this event
- **May 3rd – School Lunch Hero Day**
 - Thank you to our kitchen staff for everything they do for our students and staff!
- **Week of April 29th – 6th Grade HS Visits**
 - 9 students each day shadowed a 7th Grade student through their lunch period
- **Week of May 6th – Teacher Appreciation Week**
 - Thank you to our teachers for their dedication and commitment to our students! They are the heart and soul of our school community!

- **May 8th – School Nurses Day**
 - We appreciate everything Trisha does to keep our students safe.

- **May 15th – Ashley Heng from the Clay County Farm Bureau**
 - Donated Agriculture and Farming Books to our Library
 - She is also interested in having farmers go into classrooms to read and talk about farming next fall

- **May 16th – Kindergarten Practice Day**
 - 56 Students attended this event.

- **May 17th – Grade 2 performed their classroom plays**
 - The plays were performed for the other 2nd Grade Classrooms. To perform on stage in the PAC is a great experience for our students. The students did a great job!
 - Thank you to our 2nd Grade Teachers for putting this together.

Elementary Calendar:

May	21	A	Track & Field Day <ul style="list-style-type: none"> • Grades 3-6: 8:45 – 11:30 • Grades K-2: 12:30-2:30 • Lunch & Recess Schedule Change: <ul style="list-style-type: none"> ○ 2nd Grade @ 11:05-11:55 ○ 3rd Grade @ 11:45-12:35
May	22	B	7:30 – Early Staff Morning Moved to Thursday 7:00 – Senior Breakfast – HS Commons 9:00 – Playground Meeting – My Office Inflatable Games – During Specials
May	23	C	7:30 – Staff Breakfast (Change from Wednesday) – Staff Breakroom Last Day of School
May	24	--	Teacher Workshop – ½ Day 8:00 – Staff Development Meeting – HS Library 9:15 – Teacher Checkout Begins
June	17		7:00 - School Board Meeting – HS Library
July	1		12:00 – Review Para Schedules – Sarah’s Room
July	15		8:00 – Safety Care Training – Hawley 7:00 – School Board Meeting – HS Library
July	29		9:00 – 1 st Week of Summer School Begins
Aug	2		11:30 – 1 st Week of Summer School Ends
Aug	5		7:30 – Elementary Office Staff Back
Aug	12		9:00 – 2 nd Week of Summer School Begins
Aug	16		11:30 – 2 ND Week of Summer School Ends
Aug	19		9:00 – SpEd Training – Licensed Staff - Hawley 7:00 – School Board Meeting – HS Library
Aug	20		8:15 – WIN Workshop – Hawley
Aug	22		9:00 – SpEd Training - Paraprofessionals – Hawley
Aug	26		8:00 – New Teacher Workshop
Aug	27-29		8:00 – Staff Workshop
Aug	28		4:00 – Back-to-School Night
Sep	3	A	8:00 – 1 st Day of School

CPT – Friday, April 19, 2024

- 1. Teachers - Create Class lists for next year**
- 2. Title I Paraprofessionals – Create UFLI Word Work Mats**
- 3. Site Council Reps – Update Discipline Plan**
 - Meet in the Conference Room
 - K-2 @ 8:00
 - 3-6 @ 8:30
- 4. Language Art Representatives**
 - Meet in the Conference Room
 - Grades K-2 @ 9:30
 - **UFLI**
 - Preparation for next year
 - Training Videos – YouTube
 - How to Implement UFLI Day 1
 - How to Implement UFLI Day 2
 - Progress Monitoring and Differentiation
 - Grades 3-6 @ 9:45
 - **Functional Phonics**
 - Preparation for next year

BOARD REPORT -- AARON SCHINDLER
ACTIVITIES DIRECTOR/COMMUNITY ED COORDINATOR
May 20, 2024

ACTIVITY INFORMATION:

- **April 15th – Band Concert**
 - Congratulations to Miss Tangen and our band students on an excellent concert.
 - Miss Tangen has been a great addition to our school and we are lucky to have her!
 - Congratulations to Evan Packer - John Philip Sousa Award Winner

- **April 29th – Choir Concert**
 - Congratulations to Mrs. Gylland and our choir students on a great concert.
 - Congratulations to Sam Nibbe – Outstanding Senior Vocalist
 - Thank you to Mrs. Gylland for everything she has given the choir program. She will be missed, but best of luck in retirement!

- **Spring Tournament Dates:**
 - May 20th – Softball Section Tournament begins – Barnesville vs Breckenridge @ 5:00pm
 - May 23rd – Sub-Section Track Meet in Pelican Rapids @ 3:30pm
 - May 27th – Baseball Section Tournament begins – High Seed @ 5:00pm
 - June 3rd and June 4th – Golf Section Tournament begins – Bemidji

- **Community Ed**
 - Divine Stella Devine
 - Congrats to everyone involved on their amazing performances!
 - Summer Kids Club
 - Begins May 28th and will run through August 22nd
 - Summer Rec Activities
 - We have had a few activities already.
 - Shooting Skills/3 on 3 and Volleyball Spring camp.
 - Everything else will kick off in the first week of June!



Barnesville Public School Regular School Board Meeting

7:00 PM on Monday, May 20, 2024
High School Library

Superintendent's Monthly Board Report

1. Unemployment Insurance

Gary Lee from MSBA provided clarity on unemployment insurance. Here are the key points:

- 1) Blanket offers are not permissible. Each position must be offered individually, starting with Employee A, then moving to Employee B if declined, and so forth.
- 2) Summer job offers must closely align with the employee's role during the school year in terms of duties and hours worked. DEED would not approve offering a different role, such as a custodial position to a paraprofessional. Additionally, offering fewer hours than the regular school year's workload may not be approved, except in certain cases such as offering a 30-hour per week position to a cook who works 35 hours per week during the school year.

2. 2023 K-12 State Revenue Analysis

Gary Lee from MSBA highlighted that the vast majority of the approximately \$1.8 billion allocated to school districts went towards categorical revenue determined by state legislators and the Governor. This underscores the significant state control and limited local decision-making by school boards.

Click [here](#)

3. Preschool Enrollment Update for 2024-2025

I'm pleased to share a preschool enrollment update for the upcoming 2024-2025 school year:

- Senior preschool: 49 registered students
- Junior preschool: 30 registered students

This represents an increase from last year's figures at this time, signaling positive growth for our preschool program!

E. Board Committee Reports

10. Removal of Consent Items for Discussion

11. Approval of Consent Items

A. Personnel

All hirings are based upon the findings of each individual's background check, licensure status, and discipline report from the Minnesota Department of Education.

- 1) Isaac Frauendienst as 7-12 Vocal Music Teacher
- 2) Kendra Jolicoeur as Elementary Art Teacher
- 3) Liam Andres as Summer 2024 Student Custodian
- 4) Anthony Buisman as Summer 2024 Student Custodian
- 5) Reuben Green as Summer 2024 Student Custodian
- 6) Henry Peterson as Summer 2024 Student Custodian
- 7) Erin Ellingson's Resignation as Special Education Teacher/District Special Education Assessment Coordinator, Driver's Education Instructor and Student Council Advisor

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Erin A. Ellingson

27371 82nd Ave S
Hawley, MN 56549

May 13th, 2024

Dr. Ellerbusch, Mr. Strand, Mr. Henrickson and School Board Members

Barnesville Public Schools
PO Box 189
Barnesville, MN 56514

I am writing to formally tender my resignation from my position as a Special Education Teacher/District Special Education Assessment Coordinator. After much consideration and reflection, I have accepted a new opportunity with a special education cooperative that will provide me with the opportunity to further grow and develop in my field.

My time at Barnesville Public Schools has been incredibly rewarding, and I am deeply grateful for the trust and support that you and the entire school community have shown me over the past eight years. It has been an honor to be part of such a dedicated and passionate team, and I will always cherish the memories and relationships that I have formed during my time here.

Please know that this decision was not made lightly. I am committed to ensuring a smooth transition during my remaining time here and am more than willing to assist in any way possible to ensure that my duties are handed over seamlessly.

Thank you once again for the opportunity to be part of the Barnesville community. I will always look back on my time here with fondness and gratitude.

Sincerely,

Erin A. Ellingson

- 8) Brittni Kern's Resignation as SPED Paraprofessional
- 9) Ger Xiong's Resignation as Paraprofessional and Kid's Club Adult Assistant
- 10) TJ Schmitt's Resignation as Esports Advisor
- 11) Ryan Bomstad's Resignation as Head Girls Basketball Coach

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Ryan Bomstad

May 20, 2024

Barnesville High School

Attn: Aaron Schindler

302 3rd Street SE

Barnesville, MN 56514

Dear Aaron,

For 12 years, Barnesville Girls Basketball has been one of my top priorities but as life progresses and circumstances change, I feel it is necessary to focus much of my energy on other avenues of life. It is time to watch my children grow up and be at their events being a dad. It has been extremely tough missing my kids' events to coach others. After lots of thought and prayers, I have decided that it is time to resign as Head Coach of the Barnesville Girls Basketball Team.

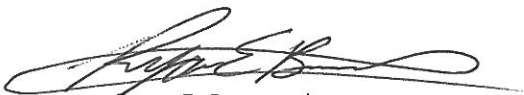
I truly have enjoyed every year that I have been blessed to coach. I want to thank all the coaches that have been part of the girls' basketball program, the kids, parents and the fans that have supported us. I am so grateful for the opportunity and support that Todd Henrickson (former AD) gave me back in 2012, and I could not have asked for anything more from my experience.

Most importantly, to all my players (alumni and current), I am so blessed that we were able to cross paths and I had the opportunity to make an impact. Thank you for giving me your hard work, time and commitment. You have represented yourselves, families, school and community so very well. It has always been about the process and the journey. It will be so rewarding and exciting to watch all these great players represent our school in the years to come. I can't wait to cheer you on in the stands!

Please let me know if there is anything else I can do to assist with the transition.

Thank you again for the opportunity and Go Trojans!

Sincerely,



Ryan E. Bomstad

- 12) Lane Change for Alissa Honrud from BA+30 to MA
- 13) Lane Change for Mary Spillum from BA+20 to BA+30
- 14) Leave Request from Nathan Strand
- 15) Carrie Holt on Community Education Advisory Board
- 16) Annabelle Ellerbusch as Kids Club Adult Assistant Leader for Summer 2024
- 17) Abbey Nelson as Kids Club Adult Assistant Leader for Summer 2024
- 18) Kayla Snow as Kids Club Adult Assistant Leader for Summer 2024
- 19) Brooke Sossa as Kids Club Adult Assistant Leader for Summer 2024
- 20) Amira Blanco as Kids Club Student Assistant for Summer 2024
- 21) Macie Blilie as Kids Club Student Assistant for Summer 2024
- 22) Ava Schilling as Kids Club Student Assistant for Summer 2024
- 23) Emma Spillum as Kids Club Student Assistant for Summer 2024
- 24) Bria Voxland as Kids Club Student Assistant for Summer 2024
- 25) Kayla Kraft as 14U Softball Coach for Summer 2024
- 26) Patty Gross as 14U Softball Volunteer Coach for Summer 2024
- 27) Jayla Amundson as Youth Softball Coach for Summer 2024
- 28) Macie Blilie as Youth Softball Coach for Summer 2024
- 29) Erica Field as Youth Softball Coach for Summer 2024
- 30) Rylee Bauer as Youth Softball Coach for Summer 2024
- 31) Ava Huesman as Youth Softball Coach for Summer 2024
- 32) Emma Schiling as Youth Softball Coach for Summer 2024
- 33) Mya Stuvland as Youth Softball Coach for Summer 2024
- 34) Emmalyn Bergman as Youth Softball Coach for Summer 2024
- 35) Kale Glynn as Babe Ruth Baseball Coach for Summer 2024
- 36) Dylan Inniger as Babe Ruth Baseball Coach for Summer 2024
- 37) Kennedy Gross as Youth Softball Coach for Summer 2024
- 38) Jaxon Berg as Youth Baseball Coach for Summer 2024
- 39) Benjamin Braton as Youth Baseball Coach for Summer 2024
- 40) Dovante Russell as Youth Baseball Coach for Summer 2024
- 41) Jacob Strand as Youth Baseball Coach for Summer 2024
- 42) Elias Cox as Youth Baseball Coach for Summer 2024
- 43) Charlie Peterson as Youth Baseball Coach for Summer 2024

B. Donations

- 1) \$300 Donation from Klassy Kuts by Katie Jo for 2024 Summer Field Trips for Elementary Students
- 2) \$260 Donation from Anonymous Donors for 2024 Summer Field Trips for Elementary Students
- 3) \$150 Donation from CK Accounting, LLC for 2024 Summer Field Trips for Elementary Students
- 4) \$100 Donation from Scott & Kelly Gleave for 2024 Summer Field Trips for Elementary Students
- 5) \$100 Donation from Kaytlin Harbin for 2024 Summer Field Trips for Elementary Students
- 6) \$50 Donation from Kelly & Stefanie Blilie for 2024 Summer Field Trips for Elementary Students
- 7) \$50 Donation from Brandon & Jullia Gerner for 2024 Summer Field Trips for Elementary Students
- 8) \$50 Donation from Jamie Zettel for 2024 Summer Field Trips for Elementary Students
- 9) \$40 Donation from Carissa Cuypers for 2024 Summer Field Trips for Elementary Students
- 10) \$20 Donation from Christine Messer for 2024 Summer Field Trips for Elementary Students
- 11) \$10 Donation from Brandy Jeffries for 2024 Summer Field Trips for Elementary Students
- 12) \$2,988.20 Donation from Barnesville Booster Club for HS Activities Capital Shortage
- 13) \$300 Donation from Barnesville Booster Club for Girls Golf Polos

- 14) \$100 Donation from Our Savior's Women for High School Choir
- 15) \$6.40 Donation from Blackbaud Giving Fund for Barnesville Elementary
- 16) \$100 Donation from Our Saviors Women for Choir Trip
- 17) \$200 Donation from Clay Wilkin Co Soybean Growers for FFA Aux.
- 18) \$300 Donation from Women Anglers of MN for Fishing Team
- 19) \$200 Donation from Angela and Dion Bredman for Football Jersey
- 20) \$100 Donation from Barnesville Record Review for Summer Rec T-shirts
- 21) \$100 Donation from Barnesville Dairy Queen for Summer Rec T-shirts
- 22) \$100 Donation from Dean's Bulk Service for Summer Rec T-shirts
- 23) \$1,016.66 Donation from Pheasants Forever for Trap Team
- 24) \$350 Donation from Comstock Wildlife Club for Trap Team
- 25) \$100 Donation from Donna and Randy McEvers for Trap Team
- 26) \$17,500 Donation from City of Barnesville for Summer Recreation Activities

12. New Business

A. Budget Revisions for FY24

Updated Budget Notes 2023-24

(Revisions in Red)

GENERAL FUND – Fund 01

REVENUES – Are based on MDE’s Revenue Projection worksheet. Student counts were based on Forecast 5 model (moving grade numbers up one grade taking into account normal changes by grade; assuming 70 for Kindergarten). Took into account 4% increase in the general education funding formula (\$7,138 per APU). Included ESSER III funding and increased Special Ed funding, including the 44% cross subsidy approved by the state legislature. Assumed interest earned at \$8,000/month. **Updated state aid and special education based on actual student counts and the updated Revenue Projection worksheet and reports from MDE. Added School Safety Grant, Solar for Schools grant, aid for unemployment, school library and student support personnel aid. Added fund balance return revenue from Lake Agassiz. Removed CEIS grant revenue. Increased interest income.**

EXPENSES

WAGES/BENEFITS – Wages and benefits are based on the approved contracts for 2023-24. All known step and lane increases are taken into account. TRA expense was increased to 8.75%, per state statute as of 7/1/23. Assumed increase in wages/benefits for certified staff. Took into account all known staffing changes, incl. resignations and retirements. **Updated for staffing changes and settled contracts. Added .5 special education para wages/benefits.**

ELEM/SECONDARY SUPPLIES – Same as FY23 – Provided by the principals.

UTILITIES – Assumed \$13,000/month for electricity and kept natural gas at \$195,000 (comparable to FY23)

INSURANCE – Increased to quoted amount from Vaaler Ins. (around 10%)

ACTIVITIES – Supplies budget provided by Activities Director. Increased activities transportation by 20% due to new bus co. contract. **Increased supplies for trainer needs. Added state tournament costs.**

EQUIPMENT – Proposed Capital outlay included based on a \$15,000 for B&G and activities, \$25,000 for technology and \$5,000 each for the HS and elementary. **Added Solar for Schools and School Safety capital.**

TRANSPORTATION – Bus Co. expenses based on contract. Increased salary/benefit cost for van drivers based on contract settlement.

LEASE – Included Lake Agassiz Capital Lease (\$50,000 to come from General Fund) and increase copier lease. **Updated lease for Level 4 facility portion for Lakes Country.**

LTFM – Normal expenses are included, no additional costs. **Added for replacement for damaged lights, boiler pump and RTU diagnostic and repair from the fall.**

Food Service – Fund 02

REVENUES – Assumptions based on free breakfast and lunch for all students based on current F&R status. Updated revenues to project out 7 months of revenues to full school year. Added Supply Chain Assistance Funds received.

EXPENSES

WAGES/BENEFITS – Adjusted for current staff. Adjusted for staffing changes.

FOOD/MILK – Increased costs due to inflation and expected more participation with universal free meals for students for FY24. Updated expenses to project out 7 months of expenses to full school year.

Community Service – Fund 04

REVENUES – Projected amounts based on enrollment and anticipated offerings. School Readiness based on projection from April based on anticipated class offerings and sizes. Adjusted School Readiness revenue to closer to actual and increased revenue from Lake Agassiz for preschoolers with IEPs. Projected out Kids Club revenues for remainder of fiscal year.

EXPENSES – Projected expenses based on class offerings. Added mid day transportation costs for preschool. Increased wages/benefits for Kids Club workers and School Readiness paras based on increased time. Increased contracted services for SR/ECFE to actual.

Building Construction – Fund 06

REVENUES – Projected earnings from 2023 Bond proceeds. Increased interest earnings to align with higher interest rates and higher balance.

EXPENSES – Projected amount from 2023 Bond proceeds. Adjusted expenses to closer to estimated actual expected through June 30, 2024.

Debt Service – Fund 07 (No change)

REVENUES – Based on MDE What If spreadsheet and Levy Certification reports

EXPENSES – Based on bond repayment schedules.

2023-24 General Fund Revenue Budget Revisions

Description	Levy	State	Federal	Local/ Miscellaneous	Total
Endowment Fund		\$13,530			\$13,530
Foundation Aid		-\$192,920			-\$192,920
Literacy Incentive Aid		-\$9,880			-\$9,880
Capital Expenditure		-\$7,030			-\$7,030
Staff Development		-\$5,380			-\$5,380
Basic Skills Aid		\$7,130			\$7,130
Long Term Facilities Maint. Aid		\$10,810			\$10,810
Learning & Development		-\$890			-\$890
Gifted & Talented		-\$490			-\$490
Special Education		\$84,120			\$84,120
Misc State Aids		\$193,530			\$193,530
Title I			\$22,060		\$22,060
Title II			-\$22,060		-\$22,060
Due from Other District		\$118,810		\$200,880	\$319,690
iPad Insurance Fee				-\$3,400	-\$3,400
Interest				\$39,000	\$39,000
Total	\$0	\$211,340	\$0	\$236,480	\$447,820

Adopted Budget	\$11,378,930
Changes	\$447,820
Revised Budget	\$11,826,750

2023-24 General Fund Expenditure Budget Revisions

Description	District	Elementary	Secondary	Technology	Activities	Total
Teacher/Coach Salary		\$24,310	\$43,750		\$8,360	\$76,420
Paraprofessional Salary	\$0	\$24,580	-\$35,900	\$490		-\$10,830
Staff Salary	-\$33,410	-\$2,800	\$0			-\$36,210
Benefits	\$610	-\$37,300	-\$16,060	\$70	\$1,650	-\$51,030
Equipment	\$230,200					\$230,200
Entry Fee/Student Travel			\$0		\$8,150	\$8,150
LTFM Projects	\$44,390					\$44,390
Tech Equip/Software	\$0			-\$27,950		-\$27,950
Property Insurance	-\$5,560					-\$5,560
Property Rent	-\$5,050					-\$5,050
Reemployment	\$54,000	-\$19,000	-\$19,000			\$16,000
Repair/Maintenance	\$10,670					\$10,670
Services	-\$2,470	\$0	\$0	\$4,040	\$200	\$1,770
Substitutes		\$10,000				\$10,000
Supplies	\$67,960	\$12,500	\$6,200		\$11,470	\$98,130
Taxes/Special Assessments	-\$2,530					-\$2,530
Transportation			\$0		\$8,200	\$8,200
Travel/Registration		\$0	\$0		\$1,740	\$1,740
Tuition			-\$7,950			-\$7,950
Total	\$358,810	\$12,290	-\$28,960	-\$23,350	\$39,770	\$358,560

Adopted Budget	\$11,378,370
Changes	\$358,560
Revised Budget	\$11,736,930

2023-24 Food Service Fund Revenue Budget Revisions

Description	Lunch	Kind. Milk	Breakfast	A La Carte	CACFP (Kids)	Total
Misc.	\$32,320					
State Funding	\$11,880	-\$300	\$7,820			\$19,400
Federal Funding	-\$11,570		\$12,190		-\$2,860	-\$2,240
Commodities	\$200					\$200
Pupil Sales	\$0		\$0	-\$7,050		-\$7,050
Adult Sales	\$1,300		\$70			\$1,370
Interest				\$4,000		\$4,000
Supply Chain Asst Funds	\$27,200					\$27,200
Total	\$61,330	-\$300	\$20,080	-\$3,050	-\$2,860	\$75,200

Adopted Budget	\$713,700
Changes	\$75,200
Revised Budget	\$788,900

2023-24 Food Service Fund Expenditure Budget Revisions

Description	Lunch	SCA	Breakfast	A La Carte	CACFP	Total
Salary	\$7,810		\$650	\$690	\$760	\$9,910
Benefits	\$1,420		\$270	\$330	\$110	\$2,130
Garbage	\$3,300					\$3,300
Laundry	\$2,200					\$2,200
Supplies/Equipment	\$990			\$0	\$0	\$990
Food	\$10,000	\$19,940	\$12,750	\$600	\$2,000	\$45,290
Milk	\$9,000	\$7,270	\$5,000		\$150	\$21,420
Total	\$34,720	\$27,210	\$18,670	\$1,620	\$3,020	\$85,240

Adopted Budget	\$713,350
Changes	\$85,240
Revised Budget	\$798,590

2023-24 Community Service Fund Revenue Budget Revisions

Description	Community Education	School Readiness/ ECFE	Kids Club	Total
Tuition		\$23,350		
Class Fees	\$0	-\$5,000	\$42,000	\$37,000
Total	\$0	\$18,350	\$42,000	\$60,350

Adopted Budget	\$506,290
Changes	\$60,350
Revised Budget	\$566,640

2023-24 Community Service Fund Expenditure Budget Revisions

Description	Community Education	Summer Recreation	Kids Club	School Readiness	Early Childhood	Total
Salaries			\$19,950	\$6,630		\$26,580
Benefits			\$2,600	\$290		\$2,890
Fees for Services			\$0	\$17,190	\$3,460	\$20,650
Total	\$0	\$0	\$22,550	\$24,110	\$3,460	\$50,120

Adopted Budget	\$516,030
Changes	\$50,120
Revised Budget	\$566,150

BUILDING CONSTRUCTION BUDGET 2023-24

Adopted: June 20, 2023

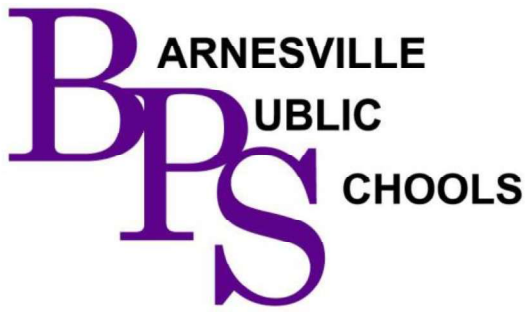
Revised:

REVENUE

UFARS Code	DESCRIPTION	ACTUAL 2022-23	BUDGET 2023-24	REVISED BUDGET 2023-24	REVISIONS
06-005-000-000-631-00	Sale of Bonds	2,542,734.05	0	0	
06-005-000-000-092-00	Interest	25,515.06	25,000	100,000	75,000
Total		2,568,249.11	25,000	100,000	75,000

EXPENDITURE

UFARS Code	DESCRIPTION	ACTUAL 2022-23	BUDGET 2023-24	REVISED BUDGET 2023-24	REVISIONS
06-005-870-000-305-00	Building Project Services	292,306.37	0	425,000	425,000
06-005-870-000-340-00	Insurance	0.00	0	0	0
06-005-870-000-380-00	Advertising	216.00	0	0	0
06-005-870-000-401-00	Supplies	61,077.98	0	200,000	200,000
06-005-870-000-465-88	Non-instr Tech Devices	0.00	0	0	0
06-005-870-000-520-00	Building	235,533.34	2,500,000	20,000	-2,480,000
06-005-870-000-530-00	Furniture & Fixtures	264,324.05	0	131,600	131,600
06-005-870-000-910-00	Permanent Interfund Transfer	0.00	0		0
		853,457.74	2,500,000	776,600	-1,723,400
TOTAL		853,457.74	2,500,000	776,600	-1,723,400



INDEPENDENT SCHOOL DISTRICT #146

District Office 302-324 3rd Street South
PO Box 189 - Barnesville, MN 56514
Phone 218 354-2217 - Fax 218 354-7260
www.barnesville.k12.mn.us

“Commitment
To
Excellence”

LCTS School Based Mental Health Partnership Agreement SY 2024-25

May 20, 2024

Governance Board
Clay County Collaborative

Barnesville Public Schools agrees to partner with Lakeland Mental Health Center to deliver school-based mental health services to our students during the 2024-2025 school year.

The agreed upon services will be funded through third party payers, Clay County Social Services, Barnesville Public Schools and Clay County Local Collaborative Time Study (LCTS) funds. On May 20, 2024, the Barnesville School Board approved a \$10,000 contribution to Lakeland Mental Health for services during the 2024-25 School Year.

Dr. Jon Ellerbusch

Jon Ellerbusch, Ed.D.
Superintendent

CONTRACT FOR PURCHASE OF SERVICES

Between:

Minnesota Rural CEP, Inc. (RMCEP)
(Hereinafter referred to as "Provider")

And

Barnesville High School #146
(Hereinafter referred to as "School District")

Term of Contract:

This Service Contract, effective from October 1, 2024, or upon execution, and continuing until May 1, 2025, or until all contractual obligations are met, shall facilitate a provision of up to ten (10) days or up to 80 hours (inclusive of travel time) of direct contact service. This agreement pertains to comprehensive career advisory services, encompassing activities such as career exploration, job search assistance, and dissemination of information regarding training programs. The terms, conditions, and limitations outlined herein shall govern this agreement.

1. Cost and Delivery of Purchased Services:

There is no fee for the services provided. The Provider will furnish trained staff and relevant supervision to implement and provide services.

Provider's Deliverables and Strategies:

The Provider shall implement the responsibilities described in the Career Advisor Services Proposal and incorporated into this service agreement. In brief, RMCEP will provide staffing services for career exploration, career counseling, job seeking strategies, college information and assistance with financial aid application to youth and families in the district.

School District's Responsibilities:

The School District will be responsible for:

- Providing the RMCEP staff person with an orientation to school policies
- Use of school equipment
- Access to students
- Guidance on scheduling
- Protocol for working with students.

The school will provide the following resources:

- Space
- Computer lab
- A secure and private area
- Ways to contact or pull students out of class.

2. Audit and Record Disclosures:

Provider shall:

- Report the number of students receiving services as described in Section 1 above on a bi-yearly basis, with a final report at the end of the project.
 - Maintain all records pertaining to this contract for six years for audit purposes.
-

3. Safeguard of Client Information:

Both parties agree to treat all Confidential Information as strictly confidential. Each party shall not disclose, reveal, or make use of any Confidential Information of the other party for any purpose other than the performance of obligations under this contract, without the prior written consent of the disclosing party.

4. Equal Employment Opportunity and Civil Rights and Non-discrimination:

Provider agrees to comply with the:

- Civil Rights Act of 1964, Title VII (USC 2000e)
 - Executive Order no. 11246
 - Title VI (42 USC 2000d)
 - Rehabilitation Act of 1973
-

5. Insurance: The PROVIDER further agrees, in order to protect itself and the CONTACTOR under the indemnify provisions set forth above, to at all times during the term of this contract, have and keep in force a liability insurance policy in the amount of \$500,000 for bodily injury or property damage to any one person and \$1,000,000 for total injuries or damages arising from any one incident.

6. Termination:

Either party reserves the right to terminate this contract with a 30-day written notice. Upon termination, all services rendered up to the termination date shall be compensated as previously agreed upon.

7. Governing Law:

This contract shall be governed by the laws of the State of Minnesota. Additionally, both parties agree to comply with all applicable federal laws, including but not limited to the Family Educational Rights and Privacy Act (FERPA), the Americans with Disabilities Act (ADA), Title IX of the Education Amendments of 1972, Equal Employment Opportunity Commission (EEOC) regulations, and the Fair Labor Standards Act (FLSA). It is understood that any conflict between state and federal laws shall be resolved in accordance with the supremacy clause of the United States Constitution, with federal law prevailing to the extent of such conflict. Both parties further acknowledge their responsibility to ensure compliance with all relevant state and federal regulations throughout the duration of this contract.

8. Indemnity, Insurance, and Audit Clause:

a. Indemnify: The PROVIDER and the CONTRACTOR agree that it will at all times indemnify and hold harmless each party to this contract from any and all liability, loss, damages, costs or expenses which may be claimed against the CONTRACTOR OR PROVIDER regarding the provision of services as identified in this contract.

b. Insurance: The PROVIDER further agrees, in order to protect itself and the CONTACTOR under the indemnify provisions set forth above, to at all times during the term of this contract, have and keep in force a liability insurance policy in the amount of \$500,000 for bodily injury or property damage to any one person and \$1,000,000 for total injuries or damages arising from any one incident.

9. Conditions of the Parties' Obligations:

- a. This agreement may be canceled by either party at any time, with or without cause, upon 30 days' notice, in writing, delivered by mail or in person.

- b. Before the termination date specified in Section 2 of this agreement, the CONTRACTOR may evaluate the performance of the PROVIDER in regard to terms of this agreement to determine whether such performance merits renewal off this agreement.

- c. Any alterations, variations, modifications, or waivers of provisions of this agreement shall be valid only when they have been reduced to writing duly signed and attached to the original of this agreement.

- d. No claim for services furnished by the PROVIDER, not specifically provided in the agreement, will be allowed by the CONTRACTOR, nor shall the PROVIDER do any work or furnish any material not covered by the agreement, unless this is approved in writing by the CONTRACTOR. Such approval shall be a modification of the agreement.

- e. In the event that there is a revision of Federal regulations which might make this agreement ineligible for Federal financial participation, all parties will review the agreement and renegotiate those items necessary to bring the agreement into compliance with the new Federal regulations.

10. Entire Agreement:

It is understood and agreed that the entire agreement of the parties is contained herein, and that this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the PROVIDER and CONTRACTOR relating to the subject matter hereof.

Provider Signature:  **Date:** 5/14/2024
Executive Director, RURAL MINNESOTA CEP, Inc.

School District Signature:  **Date:** 5/20/2024
Authorized Representative, ISD 146

Minnesota Rural CEP, Inc. (RMCEP)
803 Roosevelt Ave, Suite 301
PO Box 1108
Detroit Lakes, MN56502-1108
Phone: 218-847-0732

Barnesville High School #146
302 3rd St.
Barnesville, MN 56514
218-354-2217

- D. Pay for Event Workers
- E. Girls Basketball Tournament at Wisconsin Dells
- F. Membership in the Minnesota State High School League (MSHSL)
- G. Items for Remaining Voter Approved Authority

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Approved Ideas for Remaining Voter Approved Authority - May 20, 2024

	Qty	Price	Total
1 Key Fob Access to Fitness Center (west wall)	1	\$1,994.96	\$1,994.96

EXPENSE REIMBURSEMENT

BARNESVILLE PUBLIC SCHOOL
ISD 146

POLICY 412
SERIES 400 EMPLOYEES/PERSONNEL

412 EXPENSE REIMBURSEMENT

I. PURPOSE

The purpose of this policy is to identify school district business expenses that involve initial payment by an employee and qualify for reimbursement from the school district, and to specify the manner by which the employee seeks reimbursement.

II. AUTHORIZATION

All school district business expenses to be reimbursed must be approved by the supervising administrator. Such expenses to be reimbursed may include transportation, meals, lodging, registration fees, required materials, parking fees, tips, and other reasonable and necessary school district business-related expenses.

III. REIMBURSEMENT

- A. Requests for reimbursement must be itemized on the official school district form and are to be submitted to the designated administrator. Receipts for lodging, commercial transportation, registration, and other reasonable and necessary expenses must be attached to the reimbursement form.
- B. Automobile travel shall be reimbursed at the mileage rate set by the school board. Commercial transportation shall reflect economy fares and shall be reimbursed only for the actual cost of the trip.

IV. AIRLINE TRAVEL CREDIT

- A. Employees utilizing school district funds to pay for airline travel are required to ensure that any credits or other benefits issued by any airline accrue to the benefit of the school district rather than the employee.
 - 1. To the extent an airline will not honor a transfer or assignment of credit or benefit from the employee to the school district, the employee shall report receipt of the credit or benefit to the designated administrator within 90 days of receipt of the credit or benefit.
 - 2. Reports of the receipt of an airline credit or benefit shall be made in writing and shall include verification from the airline as to the credit or benefit received. Reimbursement for airline travel expenses will not be made until such documentation is provided.
- B. Employees who have existing credits or benefits issued by an airline based upon previously reimbursed airline travel for school district purposes will be required to utilize those credits or benefits toward any subsequent airline travel related to school district purposes, prior to reimbursement for such travel, to the extent permitted and/or feasible.
- C. The requirements of this section apply to all airline travel, regardless of where or how the tickets are purchased.

EXPENSE REIMBURSEMENT

BARNESVILLE PUBLIC SCHOOL
ISD 146

POLICY 412
SERIES 400 EMPLOYEES/PERSONNEL

V. ESTABLISHMENT OF DIRECTIVES AND GUIDELINES

The superintendent shall develop a schedule of reimbursement rates for school district business expenses, including those expenses requiring advance approval and specific rates of reimbursement. The superintendent shall also develop directives and guidelines to address methods and times for submission of requests for reimbursement.

Legal References: Minn. Stat. § 15.435 (Airline Travel Credit)
Minn. Stat. § 471.665 (Mileage Allowances)
Minn. Op. Atty. Gen. 1035 (Aug. 23, 1999) (Retreat Expenses)
Minn. Op. Atty. Gen. 161b-12 (Aug. 4, 1997) (Transportation Expenses)
Minn. Op. Atty. Gen. 161B-12 (Jan. 24, 1989) (Operating Expenses of Car)

Cross References: MSBA/MASA Model Policy 214 (Out-of-State Travel by School Board Members)

**TOBACCO-FREE ENVIRONMENT; POSSESSION AND USE OF TOBACCO, TOBACCO-RELATED DEVICES, AND
ELECTRONIC DELIVERY DEVICES; VAPING AWARENESS AND PREVENTION INSTRUCTION**

**BARNESVILLE PUBLIC SCHOOL
ISD 146**

**POLICY 419
SERIES 400 EMPLOYEES/PERSONNEL**

419 TOBACCO-FREE ENVIRONMENT; POSSESSION AND USE OF TOBACCO, TOBACCO-RELATED DEVICES, AND ELECTRONIC DELIVERY DEVICES; VAPING AWARENESS AND PREVENTION INSTRUCTION

I. PURPOSE

The purpose of this policy is to maintain a learning and working environment that is tobacco free.

II. GENERAL STATEMENT OF POLICY

- A. A violation of this policy occurs when any student, teacher, administrator, other school personnel of the school district, or person smokes or uses tobacco, tobacco-related devices, or carries or uses an activated electronic delivery device in a public school. This prohibition extends to all facilities, whether owned, rented, or leased, and all vehicles that a school district owns, leases, rents, contracts for, or controls. In addition, this prohibition includes vehicles used, in whole or in part, for work purposes, during hours of school operation, if more than one person is present. This prohibition includes all school district property and all off-campus events sponsored by the school district.
- B. A violation of this policy occurs when any elementary school, middle school, or secondary school student possesses any type of tobacco, tobacco-related devices, or electronic delivery devices in a public school. This prohibition extends to all facilities, whether owned, rented, or leased, and all vehicles that a school district owns, leases, rents, contracts for, or controls and includes vehicles used, in whole or in part, for school purposes, during hours of school operation, if more than one person is present. This prohibition includes all school district property and all off-campus events sponsored by the school district.
- C. The school district will act to enforce this policy and to discipline or take appropriate action against any student, teacher, administrator, school personnel, or person who is found to have violated this policy.
- D. The school district will not solicit or accept any contributions or gifts of money, curricula, materials, or equipment from companies that directly manufacture and are identified with tobacco products, tobacco-related devices, or electronic delivery devices. The school district will not promote or allow promotion of tobacco products or electronic delivery devices on school property or at school-sponsored events.

III. DEFINITIONS

- A. "Electronic delivery device" means any product containing or delivering nicotine, lobelia, or any other substance, whether natural or synthetic, intended for human consumption that can be used by a person to simulate smoking in the delivery of nicotine or any other substance through inhalation of aerosol or vapor from the product. Electronic delivery devices includes but is not limited to devices manufactured, marketed, or sold as electronic cigarettes, electronic cigars, electronic pipe, vape pens, modes, tank systems, or under any other product name or descriptor. Electronic delivery device includes any component part of a product, whether or not marketed or sold separately. Electronic

Adopted:

Revised: ~~6.17.2024~~ 6.17.2024

Effective: 6.17.2024

**TOBACCO-FREE ENVIRONMENT; POSSESSION AND USE OF TOBACCO, TOBACCO-RELATED DEVICES, AND
ELECTRONIC DELIVERY DEVICES; VAPING AWARENESS AND PREVENTION INSTRUCTION**

**BARNESVILLE PUBLIC SCHOOL
ISD 146**

**POLICY 419
SERIES 400 EMPLOYEES/PERSONNEL**

delivery device excludes drugs, devices, or combination products, as those terms are defined in the Federal Food, Drug, and Cosmetic Act, that are authorized for sale by the United States Food and Drug Administration.

- B. "Heated tobacco product" means a tobacco product that produces aerosols containing nicotine and other chemicals which are inhaled by users through the mouth.
- C. "Tobacco" means cigarettes and any product containing, made, or derived from tobacco that is intended for human consumption, whether chewed, smoked, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, or any component, part, or accessory of a tobacco product, including, but not limited to, cigars; cheroots; stogies; perique; granulated, plug cut, crimp cut, ready rubbed, and other smoking tobacco; snuff; snuff flour; cavendish; plug and twist tobacco; fine cut and other chewing tobacco; shorts; refuse scraps, clippings, cuttings and sweepings of tobacco; and other kinds and forms of tobacco. Tobacco excludes any drugs, devices, or combination products, as those terms are defined in the Federal Food, Drug, and Cosmetic Act, that are authorized for sale by the United States Food and Drug Administration.
- D. "Tobacco-related devices" means cigarette papers or pipes for smoking or other devices intentionally designed or intended to be used in a manner which enables the chewing, sniffing, smoking, or inhalation of vapors aerosol or vapor of tobacco or tobacco products. Tobacco-related devices include components of tobacco-related devices which may be marketed or sold separately.
- E. "Smoking" means inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, pipe, or any other lighted or heated product containing, made, or derived from nicotine, tobacco, marijuana, or other plant, whether natural or synthetic, that is intended for inhalation. Smoking includes carrying or using an activated electronic delivery device.
- F. "Vaping" means using an activated electronic delivery device or heated tobacco product.

IV. EXCEPTIONS

- A. A violation of this policy does not occur when an adult nonstudent possesses a tobacco or nicotine product that has been approved by the United States Food and Drug Administration for sale as a tobacco-cessation product, as a tobacco-dependence product, or for other medical purposes, and is being marketed and sold solely for such an approved purpose. Nothing in this exception authorizes smoking or use of tobacco, tobacco-related devices, or electronic delivery devices on school property or at off-campus events sponsored by the school district.

V. VAPING PREVENTION INSTRUCTION

- A. The school district must provide vaping prevention instruction at least once to students in grades 6 through 8.
- B. The school district may use instructional materials based upon the Minnesota Department of Health's school e-cigarette toolkit or may use other smoking prevention

Adopted:

Revised: ~~6.17~~ 2024

Effective: 6.17.2024

**TOBACCO-FREE ENVIRONMENT; POSSESSION AND USE OF TOBACCO, TOBACCO-RELATED DEVICES, AND
ELECTRONIC DELIVERY DEVICES; VAPING AWARENESS AND PREVENTION INSTRUCTION**

**BARNESVILLE PUBLIC SCHOOL
ISD 146**

**POLICY 419
SERIES 400 EMPLOYEES/PERSONNEL**

instructional materials with a focus on vaping and the use of electronic delivery devices and heated tobacco products. The instruction may be provided as part of the school district's locally developed health standards.

VI. ENFORCEMENT

- A. All individuals on school premises shall adhere to this policy.
- B. Students who violate this tobacco-free policy shall be subject to school district discipline procedures.
- C. School district administrators and other school personnel who violate this tobacco-free policy shall be subject to school district discipline procedures.
- D. School district action taken for violation of this policy will be consistent with requirements of applicable collective bargaining agreements, Minnesota or federal law, and school district policies.
- E. Persons who violate this tobacco-free policy may be referred to the building administration or other school district supervisory personnel responsible for the area or program at which the violation occurred.
- F. School administrators may call the local law enforcement agency to assist with enforcement of this policy. Smoking or use of any tobacco product in a public school is a violation of the Minnesota Clean Indoor Air Act and/or the Freedom to Breathe Act of 2007 and is a petty misdemeanor. A court injunction may be instituted against a repeated violator.
- G. No persons shall be discharged, refused to be hired, penalized, discriminated against, or in any manner retaliated against for exercising any right to a smoke-free environment provided by the Freedom to Breathe Act of 2007 or other law.

VII. DISSEMINATION OF POLICY

- A. This policy shall appear in the student handbook.
- B. The school district will develop a method of discussing this policy with students and employees.

Legal References: Minn. Stat. § 120B.238 (Vaping Awareness and Prevention)
Minn. Stat. §§ 144.411-144.417 (Minnesota Clean Indoor Air Act)
Minn. Stat. § 609.685 (Sale of Tobacco to Persons Under Age 21)
2007 Minn. Laws Ch. 82 (Freedom to Breathe Act of 2007)

Cross References: MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 506 (Student Discipline)

LICENSE STATUS

BARNESVILLE PUBLIC SCHOOL
ISD 146

POLICY 424
SERIES 400 EMPLOYEES/PERSONNEL

424 LICENSE STATUS

I. PURPOSE

The purpose of this policy is to ensure that qualified teachers are employed by the school district and to fulfill its duty to ascertain the licensure status of its teachers. A school board that employs a teacher who does not hold a valid teaching license or permit places itself at risk for a reduction in state aid. This policy does not negate a teacher's duty and responsibility to maintain a current and valid teaching license.

II. GENERAL STATEMENT OF POLICY

- A. A qualified teacher is one holding a valid license to perform the particular service for which the teacher is employed by the school district.
- B. No person shall be a qualified teacher until the school district verifies, through the Minnesota education licensing system available on the Minnesota Professional Educator Licensing and Standards Board website, that the person is a qualified teacher consistent with state law.
- C. The school district has a duty to ascertain the licensure status of its teachers and ensure that the school district's teacher license files are up to date. The school district shall establish a procedure for annually reviewing its teacher license files to verify that every teacher's license is current and appropriate to the particular service for which the teacher is employed by the school district.
- D. The school district must annually report to the Professional Educator Licensing and Standards Board: (1) all new teacher hires and terminations, including layoffs, by race and ethnicity; and (2) the reasons for all teacher resignations and requested leaves of absence. The report must not include data that would personally identify individuals.

III. PROCEDURE

- A. The superintendent or the superintendent's designee shall establish a schedule for the annual review of teacher licenses.
- B. Where it is discovered that a teacher's license will expire within one year from the date of the annual review, the superintendent or the superintendent's designee will advise the teacher in writing of the approaching expiration and that the teacher must complete the renewal process and file the license with the superintendent prior to the expiration of the current license. However, failure to provide this notice does not relieve a teacher from his/her duty and responsibility of ensuring that his/her teaching license is valid, current and appropriate to his/her teaching assignment.
- C. If it is discovered that a teacher's license has expired, the superintendent will immediately investigate the circumstances surrounding the lack of license and will take appropriate action. The teacher shall be advised that the teacher's failure to have the license reinstated will constitute gross insubordination, inefficiency and willful neglect of duty which are grounds for immediate discharge from employment.

LICENSE STATUS

BARNESVILLE PUBLIC SCHOOL
ISD 146

POLICY 424
SERIES 400 EMPLOYEES/PERSONNEL

- D. The duty and responsibility of maintaining a current and valid teaching license appropriate to the teaching assignment as required by this policy shall remain with the teacher, notwithstanding the superintendent's failure to discover a lapsed license or license that does not support the teaching assignment. A teacher's failure to comply with this policy may be grounds for the teacher's immediate discharge from employment.

Legal References: Minn. Stat. § 122A.16 (Qualified Teacher Defined)
Minn. Stat. § 122A.22 (District Verification of Teacher Licenses)
Minn. Stat. § 122A.40 (Employment; Contracts; Termination – Immediate Discharge)
Minn. Stat. § 127A.42 (Reduction of Aid for Violation of Law)
Vettleson v. Special Sch. Dist. No. 1, 361 N.W.2d 425 (Minn. App. 1985)
Lucio v. School Bd. of Independent Sch. Dist. No. 625, 574 N.W.2d 737 (Minn. App. 1998)
In the Matter of the Proposed Discharge of John R. Statz (Christine D. VerPloeg), June 8, 1992, *affirmed*, 1993 WL 129639 (Minn. App. 1993)

Cross References: None

STAFF DEVELOPMENT AND MENTORING

BARNESVILLE PUBLIC SCHOOL
ISD 146

POLICY 425
SERIES 400 EMPLOYEES/PERSONNEL

425 STAFF DEVELOPMENT AND MENTORING

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 board. The school board 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 board. The school board 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.
- 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;
 - 2. The means to achieve the Staff Development outcomes;
 - 3. The procedures for evaluating progress at each school site toward meeting educational outcomes consistent with relicensure requirements under Minnesota Statutes, section 122A.187;
 - 4. Ongoing staff development activities that contribute toward continuous

STAFF DEVELOPMENT AND MENTORING

BARNESVILLE PUBLIC SCHOOL
ISD 146

POLICY 425
SERIES 400 EMPLOYEES/PERSONNEL

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

STAFF DEVELOPMENT AND MENTORING

BARNESVILLE PUBLIC SCHOOL
ISD 146

POLICY 425
SERIES 400 EMPLOYEES/PERSONNEL

- 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 school district may implement other staff development activities required by law and activities associated with professional teacher compensation models.
- 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. In addition to developing a Staff Development Plan, the Staff Development Advisory Committee also must develop teacher mentoring programs for teachers new to the profession or school district, including teaching residents, teachers of color, teachers who are American Indian, teachers in license shortage areas, teachers with special needs, or experienced teachers in need of peer coaching. Teacher mentoring programs must be included in or aligned with the school district's teacher evaluation and peer

STAFF DEVELOPMENT AND MENTORING

BARNESVILLE PUBLIC SCHOOL
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POLICY 425
SERIES 400 EMPLOYEES/PERSONNEL

review processes under Minnesota Statutes, sections 122A.40, subdivision 8 or 122A.41, subdivision 5.

- E. The Advisory Staff Development Committee shall assist the school district in preparing any reports required by the Minnesota Department of Education (MDE) relating to staff development or teacher mentoring including, but not limited to, the reports referenced in Section VII. below.

IV. DUTIES OF THE SITE PROFESSIONAL DEVELOPMENT TEAM

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

V. STAFF DEVELOPMENT FUNDING

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

STAFF DEVELOPMENT AND MENTORING

BARNESVILLE PUBLIC SCHOOL
ISD 146

POLICY 425
SERIES 400 EMPLOYEES/PERSONNEL

VI. PROCEDURE FOR USE OF STAFF DEVELOPMENT FUNDS

- A. On a yearly* 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. Individual requests from staff for leave to attend staff development activities shall be submitted and reviewed according to school district policy, staff procedures, contractual agreement, and the effect on school district operations. Failure to timely submit such requests may be cause for denial of the request.
- C. The school district may use staff development revenue, special grant programs established by the legislature, or another funding source to pay a stipend to a mentor who may be a current or former teacher who has taught at least three (3) years and is not on an improvement plan. Other initiatives using such funds. or funds available under Minnesota Statutes, sections 124D.861 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 school district or school mentorship program during the first three (3) years of teaching, especially for teachers from underrepresented racial and ethnic groups; or
 4. grants supporting licensed and nonlicensed educator participation in professional development, such as workshops and graduate courses, related to increasing student achievement for students of color and American Indian students in order to close opportunity and achievement gaps.

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

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

* This time period may be changed to accommodate individual school district needs.

STAFF DEVELOPMENT AND MENTORING

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- A. The school 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.
- 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.

VIII. REPORTING

- A. The school district and site staff development committee shall prepare a report of the previous fiscal year's staff development activities and expenditures as part of the school district's world's best workforce report.
 - 1. The report must include assessment and evaluation data indicating progress toward district and site staff development goals based on teaching and learning outcomes, including the percentage of teachers and other staff involved in instruction who participate in effective staff development activities.
 - 2. The report will provide a breakdown of expenditures for:
 - a. Curriculum development and curriculum training programs;
 - b. Staff development training models, workshops, and conferences; and
 - c. The cost of releasing teachers or providing substitute teachers for staff development purposes.

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

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

STAFF DEVELOPMENT AND MENTORING

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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.

STUDENT PROMOTION, RETENTION, AND PROGRAM DESIGN

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POLICY 513
SERIES 500 STUDENTS

513 STUDENT PROMOTION, RETENTION, AND PROGRAM DESIGN

I. PURPOSE

The purpose of this policy is to provide guidance to professional staff, parents, and students regarding student promotion, retention, and program design.

II. GENERAL STATEMENT OF POLICY

The school board expects all students to achieve at an acceptable level of proficiency. Parental assistance, tutorial and remedial programs, counseling, and other appropriate services shall be coordinated and utilized to the greatest extent possible to help students succeed in school.

A. Promotion

Students who achieve at levels deemed acceptable by local and state standards shall be promoted to the next grade level at the completion of each school year.

B. Retention

Retention of a student may be considered when professional staff and parents feel that it is in the best interest of the student. Physical development, maturity, and emotional factors shall be considered, as well as scholastic achievement. The superintendent's decision shall be final.

C. Program Design

1. The superintendent, with participation of the professional staff and parents, shall develop and implement programs to challenge students that are consistent with the needs of students at every level. A process to assess and evaluate students for program assignment shall be developed in coordination with such programs. Opportunities for special programs and placement outside of the school district shall also be developed as additional options. All programs will be aligned with creating the World's Best Workforce.
2. The school district may identify students, locally develop programs and services addressing instructional and affective needs, provide staff development, and evaluate programs to provide gifted and talented students with challenging and appropriate educational programs and services.
3. The school district must adopt guidelines for assessing and identifying students for participation in gifted and talented programs and services consistent with Minnesota Statutes, section 120B.11. The guidelines should include the use of:
 - a. multiple objective criteria; and
 - b. assessments and procedures that are valid and reliable, fair, and based on current theory and research. Assessments and procedures should be sensitive to under-represented groups, including, but not limited to, low-income, minority, twice-exceptional, and English learners.

STUDENT PROMOTION, RETENTION, AND PROGRAM DESIGN

**BARNESVILLE PUBLIC SCHOOL
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**POLICY 513
SERIES 500 STUDENTS**

4. The school district must adopt procedures for the academic acceleration of gifted and talented students. These procedures will include how the school district will:
 - a. assess a student's readiness and motivation for acceleration; and
 - b. match the level, complexity, and pace of the curriculum to a student to achieve the best type of academic acceleration for that student.
5. The school district must adopt procedures consistent with Minnesota Statutes, section 124D.02 for early admission to kindergarten or first grade of gifted or talented learners consistent with Minnesota Statutes, section 120B.11, subdivision 2, clause (2). The procedures must be sensitive to underrepresented groups.

Legal References: Minn. Stat. § 120B.15 (Gifted and Talented Students Program)
Minn. Stat. § 123B.143, Subd. 1 (Superintendent)

Cross References: 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 617 (School District Ensurance of Preparatory and High School Standards)
MSBA/MASA Model Policy 618 (Assessment of Student Achievement)
MSBA/MASA Model Policy 620 (Credit for Learning)

HAZING PROHIBITION

BARNESVILLE PUBLIC SCHOOL
ISD 146

POLICY 526
SERIES 500 STUDENTS

526 HAZING PROHIBITION

I. PURPOSE

The purpose of this policy is to maintain a safe learning environment for students and staff that is free from hazing. Hazing activities of any type are inconsistent with the educational goals of the school district and are prohibited at all times.

II. GENERAL STATEMENT OF POLICY

- A. No student, teacher, administrator, volunteer, contractor, or other employee of the school district shall plan, direct, encourage, aid, or engage in hazing.
- B. No teacher, administrator, volunteer, contractor, or other employee of the school district shall permit, condone, or tolerate hazing.
- C. Apparent permission or consent by a person being hazed does not lessen the prohibitions contained in this policy.
- D. Retaliation against a victim, good faith reporter, or a witness of hazing is prohibited.
- E. False accusations or reports of hazing against a student, teacher, administrator, volunteer, contractor, or other employee are prohibited.
- F. A person who engages in an act of hazing, reprisal, retaliation, or false reporting of hazing or permits, condones, or tolerates hazing shall be subject to discipline or other remedial responses for that act in accordance with the school district's policies and procedures.

Consequences for students who commit, tolerate, or are a party to prohibited acts of hazing 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 hazing or engage in an act of reprisal or intentional false reporting of hazing may result in disciplinary action up to and including termination or discharge.

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

- G. This policy applies to hazing that occurs during and after school hours, on or off school premises or property, at school functions or activities, or on school transportation.
- H. A person who engages in an act that violates school policy or law in order to be initiated into or affiliated with a student organization shall be subject to discipline for that act.
- I. The school district will act to investigate all complaints of hazing and will discipline or take appropriate action against any student, teacher, administrator, volunteer, contractor, or other employee of the school district who is found to have violated this

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policy.

III. DEFINITIONS

- A. "Hazing" means committing an act against a student, or coercing a student into committing an act, that creates a substantial risk of harm to a person, in order for the student to be initiated into or affiliated with a student organization, or for any other school-related purpose. The term hazing includes, but is not limited to:
1. Any type of physical brutality such as whipping, beating, striking, branding, electronic shocking, or placing a harmful substance on the body.
 2. Any type of physical activity such as sleep deprivation, exposure to weather, confinement in a restricted area, calisthenics, or other activity that subjects the student to an unreasonable risk of harm or that adversely affects the mental or physical health or safety of the student.
 3. Any activity involving the consumption of any alcoholic beverage, drug, tobacco product, or any other food, liquid, or substance that subjects the student to an unreasonable risk of harm or that adversely affects the mental or physical health or safety of the student.
 4. Any activity that intimidates or threatens the student with ostracism, that subjects a student to extreme mental stress, embarrassment, shame, or humiliation, that adversely affects the mental health or dignity of the student or discourages the student from remaining in school.
 5. Any activity that causes or requires the student to perform a task that involves violation of state or federal law or of school district policies or regulations.
- B. "Immediately" means as soon as possible but in no event longer than 24 hours.
- C. "On school premises or school district property, or at school functions or activities, or on school transportation" means all school district buildings, school grounds, and school property or property immediately adjacent to school grounds, school bus stops, school buses, school vehicles, school contracted vehicles, or any other vehicles approved for school district purposes, the area of entrance or departure from school grounds, premises, or events, and all school-related functions, school-sponsored activities, events, or trips. School district property also may mean a student's walking route to or from school for purposes of attending school or school-related functions, activities, or events. While prohibiting hazing at these locations and events, the school district does not represent that it will provide supervision or assume liability at these locations and events.
- D. "Remedial response" means a measure to stop and correct hazing, prevent hazing from recurring, and protect, support, and intervene on behalf of a student who is the target or victim of hazing.
- E. "Student" means a student enrolled in a public school or a charter school.
- F. "Student organization" means a group, club, or organization having students as its primary members or participants. It includes grade levels, classes, teams, activities,

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or particular school events. A student organization does not have to be an official school organization to come within the terms of this definition.

IV. REPORTING PROCEDURES

- A. Any person who believes he or she has been the target or victim of hazing or any person with knowledge or belief of conduct which may constitute hazing shall report the alleged acts immediately to an appropriate school district official designated by this policy. A person may report hazing anonymously. However, the school district may not rely solely on an anonymous report to determine discipline or other remedial responses.
- B. The school district encourages the reporting party to use the report form available from the principal or building supervisor of each building or available from the school district office, but oral reports shall be considered complaints as well.

The building principal, the principal's designee, or the building supervisor (hereinafter the "building report taker") is the person responsible for receiving reports of hazing at the building level. Any adult school district personnel who receives a report of hazing prohibited by this policy shall inform the building report taker immediately. Any person may report hazing directly to a school district human rights officer or to the superintendent. If the complaint involves the building report taker, the complaint shall be made or filed directly with the superintendent or the school district human rights officer by the reporting party or complainant.

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.

- C. A teacher, administrator, volunteer, contractor, and other school employees shall be particularly alert to possible situations, circumstances, or events which might include hazing. Any such person who witnesses, observes, receives a report of, or has other knowledge or belief of conduct which may constitute hazing shall make reasonable efforts to address and resolve the hazing and shall inform the building report taker immediately. School district personnel who fail to inform the building report taker of conduct that may constitute hazing or who fail to make reasonable efforts to address and resolve the hazing in a timely manner may be subject to disciplinary action.
- D. Submission of a good faith complaint or report of hazing will not affect the complainant or reporter's future employment, grades, work assignments, or educational or work environment.
- E. Reports of hazing are classified as private educational and/or personnel data and/or confidential investigative data and will not be disclosed except as permitted by law. The building report taker, in conjunction with the responsible authority, shall be responsible for keeping and regulating access to any report of hazing and the record of any resulting investigation.
- F. The school district will respect the privacy of the complainant(s), the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the school district's legal obligations to investigate, to take appropriate action,

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and to comply with any discovery or disclosure obligations.

V. SCHOOL DISTRICT ACTION

- A. Within three (3) days of the receipt of a complaint or report of hazing, the school district shall undertake or authorize an investigation by school district officials or a third party designated by the school district.
- B. The building report taker or other appropriate school district officials may take immediate steps, at their discretion, to protect the target or victim of the hazing, the complainant, the reporter, and students or others pending completion of an investigation of alleged hazing prohibited by this policy.
- C. The alleged perpetrator of the hazing shall be allowed the opportunity to present a defense during the investigation or prior to the imposition of discipline or other remedial responses.
- D. Upon completion of an investigation that determines hazing has occurred, the school district will take appropriate action. Such action may include, but is not limited to, warning, suspension, exclusion, expulsion, transfer, remediation, termination, or discharge. Disciplinary consequences will be sufficiently severe to try to deter violations and to appropriately discipline prohibited behavior. School district action taken for violation of this policy will be consistent with the requirements of applicable collective bargaining agreements; applicable statutory authority, including the Minnesota Pupil Fair Dismissal Act; and applicable school district policies and regulations.
- E. The school district is not authorized to disclose to a victim private educational or personnel data regarding an alleged perpetrator who is a student or employee of the school district. School officials will notify the parent(s) or guardian(s) of students who are targets or victims of hazing and the parent(s) or guardian(s) of alleged perpetrators of hazing who have been involved in a reported and confirmed hazing incident of the remedial or disciplinary action taken, to the extent permitted by law.
- F. In order to prevent or to respond to hazing committed by or directed against a child with a disability, the school district shall, where determined appropriate by the child's individualized education program (IEP) team 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 hazing.

VI. RETALIATION OR REPRISAL

The school district will discipline or take appropriate action against any student, teacher, administrator, volunteer, contractor, or other employee of the school district who commits an act of reprisal or who retaliates against any person who asserts, alleges, or makes a good faith report of alleged hazing, who provides information about hazing, who testifies, assists, or participates in an investigation of alleged hazing, or who testifies, assists, or participates in a proceeding or hearing relating to such hazing. 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

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individual(s) who engaged in the prohibited conduct. Remedial responses to the prohibited conduct shall be tailored to the particular incident and nature of the conduct.

VII. DISSEMINATION OF POLICY

[Note: Proper reference should be made to the appropriate handbooks in each school district.]

- A. This policy shall appear in each school's student handbook and in each school's building and staff handbooks.
- B. The school district will develop a method of discussing this policy with students and employees.

Legal References: Minn. Stat. § 121A.031 (School Student Bullying Policy)
Minn. Stat. § 121A.0311 (Notice of the Rights and Responsibilities of Students and Parents Under the Safe and Supportive Minnesota Schools Act)
Minn. Stat. § 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 121A.69 (Hazing Policy)

Cross References: MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 413 (Harassment and Violence)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 514 (Bullying Prohibition Policy)
MSBA/MASA Model Policy 525 (Violence Prevention [Applicable to Students and Staff])

ORGANIZATION OF SCHOOL CALENDAR AND SCHOOL DAY

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POLICY 602
SERIES 600 EDUCATION PROGRAMS

602 ORGANIZATION OF SCHOOL CALENDAR AND SCHOOL DAY

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. CALENDAR RESPONSIBILITY

- A. The school calendar shall be adopted annually by the school board. It shall meet all provisions of Minnesota statutes pertaining to minimum number of school days and other provisions of law. The school calendar shall establish student days, workshop days for staff, provide for emergency closings and other information related to students, staff, and parents.
- B. Except for learning programs during summer and flexible learning year programs, the school district will not commence an elementary or secondary school year before Labor Day, except as provided in Section III.B.1., III.B.2., or III.B.3. Days devoted to teacher workshops may be held before Labor Day.
 - 1. The school district may begin the school year on any day before Labor Day to accommodate a construction or remodeling project of \$400,000 or more affecting a school district school facility.
 - 2. The school district may begin the school year on any day before Labor Day if the school district has agreement under Minnesota Statutes, section 123A.30, 123A.32, or 123A.35 with a school district that qualifies under Section III.B.1.
 - 3. The school district may begin the school year on any day before Labor Day if the school district agrees to the same schedule with a school district in an adjoining state.
- C. Employee and advisory groups shall be provided an opportunity to participate in school calendar considerations.

IV. SCHOOL DAY RESPONSIBILITY

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

ORGANIZATION OF SCHOOL CALENDAR AND SCHOOL DAY

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concerns deserving of attention.

- C. Proposed changes in the school day shall be subject to review and approval by the school board.

V. E-LEARNING DAYS

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

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

ORGANIZATION OF SCHOOL CALENDAR AND SCHOOL DAY

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Minn. Stat. § 127A.41, Subd. 7 (Distribution of School Aids; Appropriation)
Minn. Stat. § 645.44 (Words and Phrases Defined)

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

INSTRUCTIONAL CURRICULUM

BARNESVILLE PUBLIC SCHOOL
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POLICY 604
SERIES 600 EDUCATION PROGRAMS

604 INSTRUCTIONAL CURRICULUM

I. PURPOSE

The purpose of this policy is to provide for the development of course offerings for students.

II. GENERAL STATEMENT OF POLICY

- A. Instruction must be provided in at least the following subject areas:
 - 1. basic communication skills including reading and writing, literature, and fine arts;
 - 2. mathematics and science;
 - 3. social studies, including history, geography, economics, government, and citizenship that includes civics (see II.I.);
 - 4. health and physical education;
 - 5. The arts;
 - 6. Career and technical education; and
 - 7. World languages.
- B. The basic instructional program shall include all courses required for each grade level by the Minnesota Department of Education (MDE) and courses required in all elective subject areas. The instructional approach will be nonsexist and multicultural.
- C. The school district must establish and regularly review its own standards for career and technical education (CTE) programs. Standards must align with CTE frameworks developed by the Department of Education, standards developed by national CTE organizations, or recognized industry standards.
- D. The school board, at its discretion, may offer additional courses in the instructional program at any grade level.
- E. Each instructional program shall be planned for optimal benefit taking into consideration the financial condition of the school district and other relevant factors. Each program plan should contain goals and objectives, materials, minimum student competency levels, and methods for student evaluation.
- F. The superintendent shall have discretionary authority to develop guidelines and directives to implement school board policy relating to instructional curriculum.
- G. The school district or charter school may not discriminate against or discipline a teacher or principal on the basis of incorporating into curriculum contributions of persons in a

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federally protected class or state protected class when the included contribution is in alignment with standards and benchmarks adopted under Minnesota Statutes, sections 120B.021 and 120B.023.

III. REQUIRED ACADEMIC STANDARDS

- A. The following subject areas are required for statewide accountability:
1. language arts;
 2. mathematics, encompassing algebra II, integrated mathematics III, or an equivalent in high school, and to be prepared for the three credits of mathematics in grades 9 through 12, the grade 8 standards include the completion of algebra;
 3. science, including earth and space science, life science, and the physical sciences, including chemistry and physics;
 4. social studies, including history, geography, economics, and government and citizenship that includes civics;
 5. physical education;
 6. health, for which locally developed academic standards apply; and
 7. the arts.
- B. Elementary and middle schools must offer at least three and require at least two of the following five arts areas: dance, media arts, music, theater, and visual arts. High schools must offer at least three and require at least one of the following five arts areas: media arts, dance, music, theater, and visual arts.

IV. PARENTAL CURRICULUM REVIEW

The school district shall have a procedure for a parent, 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 and, if the parent, guardian, or adult student objects to the content, to make reasonable arrangements with school personnel for alternative instruction. Alternative instruction may be provided by the parent, guardian, or adult student if the alternative instruction, if any, offered by the school board does not meet the concerns of the parent, guardian, or adult student. The school board is not required to pay for the costs of alternative instruction provided by a parent, guardian, or adult student. School personnel may not impose an academic or other penalty upon a student merely for arranging alternative instruction under this section. School personnel may evaluate and assess the quality of the student's work.

V. CPR AND AED INSTRUCTION

The school district will provide onetime cardiopulmonary resuscitation (CPR) and automatic external defibrillator (AED) instruction as part of its grade 7 to 12 curriculum.

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- A. In the school district's discretion, training and instruction may result in CPR certification.
- B. CPR and AED instruction must include CPR and AED training that have been developed:
 - 1. by the American Heart Association or the American Red Cross and incorporate psychomotor skills to support the instruction; or
 - 2. using nationally recognized, evidence-based guidelines for CPR and incorporate psychomotor skills to support the instruction. "Psychomotor skills" means hands-on practice to support cognitive learning; it does not mean cognitive-only instruction and training.
- C. The school district may use community members such as emergency medical technicians, paramedics, police officers, firefighters, and representatives of the Minnesota Resuscitation Consortium, the American Heart Association, or the American Red Cross, among others, to provide instruction and training.
- D. A school administrator may waive this curriculum requirement for a high school transfer student regardless of whether or not the student previously received instruction under this section, an enrolled student absent on the day the instruction occurred under this section, or an eligible student who has a disability.

[Note: If a school district requests resources, the Minnesota Resuscitation Consortium must provide them to the school district for instruction and training provided to students under this section.]

VI. COLLEGE AND CAREER PLANNING

- A. The school district shall assist all students by no later than grade 9 to explore their educational college and career interests, aptitudes, and aspirations and develop a plan for a smooth and successful transition to postsecondary education or employment. All students' plans must:
 - 1. provide a comprehensive plan to prepare for and complete career and college-ready curriculum by meeting state and local academic standards and developing career and employment-related skills such as teamwork, collaboration, creativity, communication, critical thinking, and good work habits;
 - 2. emphasize academic rigor and high expectations and inform the student, and the student's parent or guardian if the student is a minor, of the student's achievement level score on the Minnesota Comprehensive Assessments that are administered during high school;
 - 3. help students identify interests, aptitudes, aspirations, and personal learning styles that may affect their career and college-ready goals and postsecondary education and employment choices;
 - 4. set appropriate career and college-ready goals with timelines that identify effective means for achieving those goals;

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5. help students access education and career options;
 6. integrate strong academic content into career-focused courses and applied and experiential learning opportunities and integrate relevant career-focused courses and applied and experiential learning opportunities into strong academic content;
 7. help identify and access appropriate counseling and other supports and assistance that enable students to complete required coursework, prepare for postsecondary education and careers, and obtain information about postsecondary education costs and eligibility for financial aid and scholarship;
 8. help identify collaborative partnerships among pre-kindergarten through grade 12 schools, postsecondary institutions, economic development agencies, and local and regional employers that support students' transitions to postsecondary education and employment and provide students with applied and experiential learning opportunities; and
 9. be reviewed and revised at least annually by the student, the student's parent or guardian, and the school district to ensure that the student's course-taking schedule keeps the student making adequate progress to meet state and local academic standards and high school graduation requirements and with a reasonable chance to succeed with employment or postsecondary education without the need to first complete remedial course work.
- B. The school district may develop grade-level curricula or provide instruction that introduces students to various careers, but must not require any curriculum, instruction, or employment-related activity that obligates an elementary or secondary student to involuntarily select or pursue a career, career interest, employment goals, or related job training.
- C. Educators must possess the knowledge and skills to effectively teach all English learners in their classrooms. School districts must provide appropriate curriculum, targeted materials, professional development opportunities for educators, and sufficient resources to enable English learners to become career and college ready.
- D. When assisting students in developing a plan for a smooth and successful transition to postsecondary education and employment, school districts must recognize the unique possibilities of each student and ensure that the contents of each student's plan reflect the student's unique talents, skills, and abilities as the student grows, develops, and learns.
- E. If a student with a disability has an Individualized Education Program (IEP) or standardized written plan that meets the plan components herein, the IEP satisfies the requirement, and no additional transition plan is needed.
- F. Students who do not meet or exceed the Minnesota Academic Standards, as measured by the Minnesota Comprehensive Assessments that are administered during high school, shall be informed that admission to a public school is free and available to any resident

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under 21 years of age or who meets the requirements of the compulsory attendance law. A student's plan under this provision shall continue while a student is enrolled.

Legal References: Minn. Stat. § 120A.22 (Compulsory Instruction)
Minn. Stat. § 120B.101 (Curriculum)
Minn. Stat. § 120B.125 (Planning for Students' Successful Transition to Postsecondary Education and Employment; Personal Learning Plans)
Minn. Stat. § 120B.20 (Parental Curriculum Review)
Minn. Stat. § 120B.021 (Required Academic Standards)
Minn. Stat. § 120B.022 (Elective Standards)
Minn. Stat. § 120B.023 (Benchmarks Implement, Supplement Statewide Academic Standards)
Minn. Stat. § 120B.234 (Child Sexual Abuse Prevention Education)
Minn. Stat. § 120B.236 (Cardiopulmonary Resuscitation and Automatic External Defibrillator Instruction)

Cross References: MSBA/MASA Model Policy 603 (Curriculum Development)
MSBA/MASA Model Policy 605 (Alternative Programs)

GRADUATION REQUIREMENTS

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POLICY 613
SERIES 600 EDUCATION PROGRAMS

613 GRADUATION REQUIREMENTS

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

The policy of the school district is that all students entering grade 8 in the 2012-2013 school year and later must demonstrate, as determined by the school district, their satisfactory completion of the credit requirements and their understanding of academic standards. The school 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. "Individualized Education Program" or "IEP" means a written statement developed for a student eligible by law for special education and services.
- C. "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.
- D. "Required standard" means: (1) a statewide adopted expectation for student learning in the content areas of language arts, mathematics, science, social studies, physical education, and the arts, and (2) a locally adopted expectation for student learning in health.
- 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

Cary Zepper shall be named the District Assessment Coordinator. Said person shall be in charge of all test procedures and shall bring recommendations to the school board annually for approval.

V. GRADUATION ASSESSMENT REQUIREMENTS

For students enrolled in grade 8 in the 2012-2013 school year and later, students' state graduation requirements, based on a longitudinal, systematic approach to student education and career planning, assessment, instructional support, and evaluation, include the following:

- A. Achievement and career and college readiness in mathematics, reading, and writing, as measured against a continuum of empirically derived, clearly defined benchmarks focused on students' attainment of knowledge and skills so that students, their parents, and teachers know how well students must perform to have a reasonable chance to succeed in a career or college without the need for postsecondary remediation and which facilitates the monitoring of students' continuous development of and growth in requisite knowledge and skills; analysis of students' progress and performance levels, identification of students' academic strengths and diagnosis of areas where students

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require curriculum or instructional adjustments, targeted interventions, or remediation; and determination of students' learning and instructional needs and the instructional tools and best practices that support academic rigor for the student based on analysis of students' progress and performance data; and

- B. 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.
- C. 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.
- D. Students meeting the state graduation requirements under this section 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.
- E. Students meeting the state graduation requirements under this section and who are students in grade 11 or 12 and who are identified as academically ready for a career or college are actively encouraged by the school district 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 to graduate from high school.
- F. A student's progress toward career and college readiness must be recorded on the student's high school transcript.

VI. GRADUATION CREDIT REQUIREMENTS

Students beginning 8th grade in the 2012-2013 school year and later must successfully complete, as determined by the school district, the following high school level credits for graduation:

- A. Four credits of language arts sufficient to satisfy all academic standards in English language arts;
- B. Three credits of mathematics, including an algebra II credit or its equivalent, sufficient to satisfy all of the academic standards in mathematics;
- C. An algebra I credit by the end of 8th grade sufficient to satisfy all of the 8th grade standards in mathematics;
- D. Three credits of science, including at least: (a) one credit of biology; (b) one credit of chemistry or physics; and (c) one elective credit of science. The combination of credits must be sufficient to satisfy (i) all of the academic standards in either chemistry or physics and (ii) all other academic standards in science;
- E. Three and one-half credits of social studies, 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;

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- F. One credit in the arts sufficient to satisfy all of the state or local academic standards in the arts; and
- G. A minimum of seven elective credits.
- H. 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 E., 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 D., 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 school district. An agriculture or career and technical education credit may fulfill the credit in chemistry or physics required under Paragraph D., above, if the credit meets the state chemistry or physics academic standards as approved by the school district. A student must satisfy either all of the chemistry or physics academic standards prior to graduation. An agriculture science or career and technical education credit may not fulfill the required biology credit under Paragraph D., above.
 - 3. A career and technical education credit may fulfill a mathematics or arts credit requirement under Paragraph B. or Paragraph F., above.
 - 4. A computer science credit may fulfill a mathematics credit requirement under Paragraph B., 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 B. or Paragraph D., 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.

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

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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 superintendent and school 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; Striving for the World's Best Workforce)

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Minn. Stat. § 120B.125 (Planning for Students' Successful Transition to Postsecondary Education and Employment; Personal Learning Plans)
Minn. Stat. § 120B.30 (Statewide Testing and Reporting System)
Minn. Rules Parts 3501.0640-3501.0655 (Academic Standards for Language Arts)
Minn. Rules Parts 3501.0700-3501.0745 (Academic Standards for Mathematics)
Minn. Rules Part 3501.0820 (Academic Standards for the Arts)
Minn. Rules Parts 3501.0900-3501.0955 (Academic Standards in Science)
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)

ASSESSMENT OF STUDENT ACHIEVEMENT

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POLICY 618
SERIES 600 EDUCATION PROGRAMS

618 ASSESSMENT OF STUDENT ACHIEVEMENT

I. PURPOSE

The purpose of this policy is to institute a process for the establishment and revision of assessments to measure achievement toward meeting the Minnesota Academic Standards, track academic progress over time, and provide Minnesota graduates information related to career and college readiness.

II. GENERAL STATEMENT OF POLICY

The school district has established a procedure by which students shall complete Graduation Requirements. This procedure includes the adoption of performance assessment methods to be used in measuring student performance. The school district strives to continually enhance student achievement of Graduation Requirements.

III. DEFINITIONS

- A. "Academic standard" means a summary description of student learning in a required content area or elective content area.
- B. "Benchmark" means the specific knowledge or skill that a student must master to complete part of an academic standard by the end of the grade level or grade band.
- C. "Career and college ready," for purposes of statewide accountability, means a high school graduate has the knowledge, skills, and competencies to successfully pursue a career pathway, including postsecondary credit leading to a degree, diploma, certificate, or industry-recognized credential and employment. Students who are career and college ready are able to successfully complete credit-bearing coursework at a two- or four-year college or university or other credit-bearing postsecondary program without need for remediation.
- D. "Cultural competence," for purposes of statewide accountability, means the ability and will to interact effectively with people of different cultures, native languages, and socioeconomic backgrounds.
- E. "Elective standards" means a locally adopted expectation for student learning in career and technical education and world languages.
- F. "Experiential learning" means learning for students that includes career exploration through a specific class or course or through work-based experiences such as job shadowing, mentoring, entrepreneurship, service learning, volunteering, internships, or other cooperative work experience, youth apprenticeship, or employment.
- G. "Required standard" means (1) a statewide adopted expectation for student learning in the content areas of language arts, mathematics, science, social studies, physical education, and the arts, and (2) a locally adopted expectation for student learning in health.

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IV. ESTABLISHMENT OF CRITERIA FOR ASSESSMENT

- A. The principals shall establish criteria by which student performance of local academic standards and elective standards are to be evaluated and approved. The criteria will be submitted to the school board for approval. Upon approval by the school board, the criteria shall be deemed part of this policy.
- B. The superintendent shall ensure that students and parents or guardians are provided with notice of the process by which academic standards will be assessed.
- C. Staff members will be expected to utilize staff development opportunities to the extent necessary to ensure effective implementation and continued improvement of the implementation of assessments under the Minnesota Academic Standards.

V. STANDARDS FOR MINNESOTA ACADEMIC STANDARDS PERFORMANCE ASSESSMENTS

A. Benchmarks

The school district will offer and students must achieve all benchmarks for an academic standard to satisfactorily complete that state standard. These benchmarks will be used by the school district and its staff in developing tests to measure student academic knowledge and skills.

B. Statewide Academic Standards Testing

1. The school district will utilize statewide assessments developed from and aligned with the state's required academic standards as these tests become available to evaluate student progress toward career and college readiness in the context of the state's academic standards.
2. The school district will administer annually, in accordance with the process determined by the Minnesota Department of Education, the state-constructed tests aligned with state standards to all students in grades 3 through 8 and at the high school level as follows:
 - a. computer-adaptive reading and mathematics assessments in grades 3 through 8;
 - b. high school reading in grade 10, mathematics in grade 11, and a high school writing test, when it becomes available; and
 - c. science assessments in one grade in the grades 3 through 5 span, the grades 6 through 8 span, and a life science assessment in the grades 9 through 12 span (a passing score on high school science assessments is not a condition of receiving a diploma).
3. The school district will develop and administer locally constructed tests in social studies, health and physical education, and the arts to determine if a student has met the required academic standards in these areas.

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4. The school district may use a student's performance on a statewide assessment as one of the multiple criteria to determine grade promotion or retention. The school district also may use a high school student's performance on a statewide assessment as a percentage of the student's final grade in a course, or place a student's assessment score on the student's transcript.
 5. For students in grade 8 in the 2012-2013 school year and later, the school district must record on the high school transcript a student's progress toward career and college readiness. For other students, this record of progress must be made as soon as practicable. In addition, the school district may include a notation of high achievement on the high school diplomas of those graduating seniors who, according to established school board criteria, demonstrate exemplary academic achievement during high school.
 6. Students who do not meet or exceed the Minnesota Academic Standards, as measured by the Minnesota Comprehensive Assessments administered in high school, must be informed that admission to a public school is free and available to any resident under 21 years of age. The school district will determine how this notice is given.
- C. Student Participation
1. The Minnesota Commissioner of Education must create and publish a form for parents and guardians that:
 - a. explains the need for state academic standards;
 - b. identifies the state assessments that are aligned with state standards;
 - c. identifies the consequences, if any, the school or student may face if a student does not participate in state or locally required standardized assessments;
 - d. states that students who receive a college ready benchmark on the high school Minnesota Comprehensive Assessment are not required to take a remedial, noncredit course at a Minnesota state college or university in the corresponding subject area;
 - e. summarizes the provisions in Minnesota Statutes section 120B.301(a) and (c); and
 - f. notifies a parent of the right to not have the parent's child participate in the state and locally required assessments and asks a parent that chooses to not have a child participate in the assessments the basis for the decision.
 2. The school district must post the form created by the Commissioner on the school district website and include it in the school district's student handbook.

VI. RIGOROUS COURSE OF STUDY WAIVER

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- A. Upon receiving a student’s application signed by the student’s parent or guardian, the school district must declare that a student meets or exceeds a specific academic standard required for graduation if the school board determines that the student:
 - 1. is participating in a course of study, including an advanced placement or international baccalaureate course or program; a learning opportunity outside the curriculum of the school district; or an approved preparatory program for employment or post-secondary education that is equally or more rigorous than the corresponding state or local academic standard required by the school district;
 - 2. would be precluded from participating in the rigorous course of study, learning opportunity, or preparatory employment or post-secondary education program if the student were required to achieve the academic standard to be waived; and
 - 3. satisfactorily completes the requirements for the rigorous course of study, learning opportunity, or preparatory employment or post-secondary education program.
- B. The school board also may formally determine other circumstances in which to declare that a student meets or exceeds a specific academic standard that the site requires for graduation under this section.
- C. A student who satisfactorily completes a post-secondary enrollment options course or program or an advanced placement or international baccalaureate course or program is not required to complete other requirements of the academic standards corresponding to that specific rigorous course of study.

VII. CAREER EXPLORATION ASSESSMENT

- A. Student assessments, in alignment with state academic standards, shall include clearly defined career and college readiness benchmarks and satisfy Minnesota’s postsecondary admissions requirements. Achievement and career and college readiness in mathematics, reading, and writing must also be assessed. When administering formative or summative assessments used to measure the academic progress, including the oral academic development, of English learners and inform their instruction, schools must ensure that the assessments are accessible to the students and students have the modifications and supports they need to sufficiently understand the assessments.
- B. On an annual basis, the school district must use the career exploration elements in these assessments, beginning no later than grade 9, to help students and their families explore and plan for postsecondary education or careers based on the students’ interests, aptitudes, and aspirations. The school district must use timely regional labor market information and partnerships, among other resources, to help students and their families successfully develop, pursue, review, and revise an individualized plan for postsecondary education or a career. This process must help increase students’ engagement in and connection to school, improve students’ knowledge and skills, and deepen students’ understanding of career pathways as a sequence of academic and career courses that lead to an industry-recognized credential, an associate’s degree, or a bachelor’s degree and are available to all students, whatever their interests and career goals.

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- C. All students, except those eligible for alternative assessments, will be encouraged to participate in a nationally normed college entrance exam in grade 11 or 12. A student under this paragraph who demonstrates attainment of required state academic standards on these assessments, which include career and college readiness benchmarks, is academically ready for a career or college and is encouraged to participate in courses awarding college credit to high school students. Such courses and programs may include sequential courses of study within broad career areas and technical skill assessments that extend beyond course grades.

To the extent state funding for college entrance exam fees is available, the school district will pay the cost, one time, for an interested student in grade 11 or 12, who is eligible for a free or reduced-priced meal, to take a nationally recognized college entrance exam before graduating. The school district may require a student who is not eligible for a free or reduced-priced meal to pay the cost of taking a nationally recognized college entrance exam. The school district will waive the cost for a student who is unable to pay.

- D. 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.
- E. In developing, supporting, and improving students' academic readiness for a career or college, the school district must have a continuum of empirically derived, clearly defined benchmarks focused on students' attainment of knowledge and skills so that students, their parents, and teachers know how well students must perform to have a reasonable chance to succeed in a career or college without need for postsecondary remediation.

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.022 (Elective Standards)
Minn. Stat. § 120B.023 (Benchmarks)
Minn. Stat. § 120B.11 (School District Process for Reviewing Curriculum, Instruction, and Student Achievement; Striving for the World's Best Workforce)
Minn. Stat. § 120B.30 (Statewide Testing and Reporting System)
Minn. Stat. § 120B.31 (System Accountability and Statistical Adjustments)
Minn. Rules Parts 3501.0640-3501.0655 (Academic Standards for Language Arts)
Minn. Rules Parts 3501.0700-3501.0745 (Academic Standards for Mathematics)
Minn. Rules Parts 3501.3520 (Academic Standards for the Arts)
Minn. Rules Parts 3501.0900-3501.0960 (Academic Standards in Science)
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)

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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)

ONLINE INSTRUCTION

BARNESVILLE PUBLIC SCHOOL
ISD 146

POLICY 624
SERIES 600 EDUCATION PROGRAMS

624 ONLINE INSTRUCTION

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. DEFINITIONS

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

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

IV. DIGITAL INSTRUCTION

- A. An enrolling district may provide digital instruction, including blended instruction and online instruction, to the district's own enrolled students. Enrolling districts may establish agreements to provide digital instruction, including blended instruction and online instruction, to students enrolled in the cooperating schools.
- B. When online instruction is provided, an online teacher shall perform all duties of teacher of record under Minnesota Rules, part 8710.0310. Unless the Commissioner of MDE grants a waiver, a teacher providing online instruction shall not instruct more than 25 students in any one online learning course or section.
- C. Students receiving online instruction full time shall be reported as enrolled in an online instructional site.
- D. Curriculum used for digital instruction shall be aligned with Minnesota's current academic standards and benchmarks.
- E. Digital instruction shall be accessible to students under section 504 of the federal Rehabilitation Act and Title II of the federal Americans with Disabilities Act.
- F. An enrolling district providing digital instruction and a supplemental online course provider shall assist an enrolled student whose family qualifies for the education tax credit under Minnesota Statutes, section 290.0674 to acquire computer hardware and educational software so they may participate in digital instruction. Funds provided to a family to support digital instruction or supplemental online courses may only be used for qualifying expenses as determined by the provider. Nonconsumable materials purchased with public education funds remain the property of the provider. Records for any funds provided must be available for review by the public or MDE.
- G. An enrolling district providing digital instruction shall establish and document procedures for determining attendance for membership and keep accurate records of regular 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.

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- 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; and
 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.
- 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 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.

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- 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

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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. Stat. Ch. 124E (Charter Schools)
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)

TRANSPORTATION OF NONPUBLIC SCHOOL STUDENTS

BARNESVILLE PUBLIC SCHOOL
ISD 146

POLICY 708
SERIES 700 NON-INSTRUCTIONAL OPERATIONS
AND BUSINESS SERVICES

708 TRANSPORTATION OF NONPUBLIC SCHOOL STUDENTS

I. PURPOSE

The purpose of this policy is to address transportation rights of nonpublic school students and to provide equality of treatment in transporting such students pursuant to law.

II. GENERAL STATEMENT OF POLICY

The policy of the school district is to recognize the rights of nonpublic school students and to provide equal transportation to those students as required by law.

III. ELIGIBILITY

- A. The school district shall provide equal transportation within the district for all students to any school when transportation is deemed necessary by the school district because of distance or traffic conditions in like manner and form as provided in Minnesota Statutes, sections 123B.88 and 123B.92 when applicable.
- B. Upon the request of a parent or guardian, the school district must provide school bus transportation to the school district boundary for students residing in the school district at least the same distance from a nonpublic school actually attended in another school district as public school students are transported in the transporting school district. Such transportation must be provided whether or not there is another nonpublic school within the transporting school district, if the transportation is to schools maintaining grades or departments not maintained in the school district or if the attendance of such students at school can more safely, economically, or conveniently be provided for by such means.
- C. The school district may provide school bus transportation to a nonpublic school in another school district for students residing in the school district and attending that school, whether there is or is not another nonpublic school within the transporting school district, if the transportation is to schools maintaining grades or departments not maintained in the school district or if the attendance of such students at school can more safely, economically, or conveniently be provided for by such means. If the school district transports students to a nonpublic school located in another school district, the nonpublic school shall pay the cost of such transportation provided outside the school district boundaries.
- D. The school district must provide the necessary transportation within school district boundaries between the nonpublic school and a public school or neutral site for nonpublic school students who are provided pupil support services if the school district elects to provide pupil support services at a site other than a nonpublic school.
- E. When transportation is provided, the scheduling of routes, manner and method of transportation, control and discipline of students, and any other matter relating thereto shall be within the sole discretion, control, and management of the school district. A nonpublic or charter school student transported by the school district shall comply with school district student bus conduct and student bus discipline policies.

TRANSPORTATION OF NONPUBLIC SCHOOL STUDENTS

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- F. The school board and a nonpublic school may mutually agree to a written plan for the board to provide nonpublic pupil transportation to nonpublic school students. The school district must report the number of nonpublic school students transported and the nonpublic pupil transportation expenditures incurred in the form and manner specified by the Minnesota Commissioner of Education.
- G. If the school board provides pupil transportation through the school's employees, the school board may transport nonpublic school students according to the plan and retain the nonpublic pupil transportation aid attributable to that plan. A nonpublic school may make a payment to the school district to cover additional transportation services agreed to in the written plan for nonpublic pupil transportation services not required under Minnesota Statutes, sections 123B.84 to 123B.87.
- H. A school board that contracts for pupil transportation services may enter into a contractual arrangement with a school bus contractor according to the written plan adopted by the school board and the nonpublic school to transport nonpublic school students and retain the nonpublic pupil transportation aid attributable to that plan for the purposes of paying the school bus contractor. A nonpublic school may make a payment to the school district to cover additional transportation services agreed to in the written plan for nonpublic pupil transportation services included in the contract that are not required under Minnesota Statutes, sections 123B.84 to 123B.87.
- I. Additional transportation to and from a nonpublic school may be provided at the expense of the school district when such services are provided in the discretion of the school district.

IV. STUDENTS WITH DISABILITIES

- A. If a resident student with a disability attends a nonpublic school located within the school district, the school district must provide necessary transportation for the student within the school district between the nonpublic school and the educational facility where special instruction and services are provided on a shared-time basis. If a resident student with a disability attends a nonpublic school located in another school district and if no agreement exists for the provision of special instruction and services on a shared time basis to that student by the school district of attendance and where the special instruction and services are provided within the school district, the school district shall provide necessary transportation for that student between the school district boundary and the educational facility. The school district may provide necessary transportation for that student between its boundary and the nonpublic school attended, but the nonpublic school shall pay the cost of transportation provided outside the school district boundary. School districts may make agreements for who provides transportation. Parties serving students on a shared time basis have access to a due process hearing system as provided by law.
- B. When the disabling conditions of a student with a disability are such that the student cannot be safely transported on the regular school bus and/or school bus route and/or when the student is transported on a special route for the purpose of attending an

TRANSPORTATION OF NONPUBLIC SCHOOL STUDENTS

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approved special education program, the student shall be entitled to special transportation at the expense of the school district or the day training and habilitation program attended by the student. The school district shall determine the type of vehicle used to transport students with a disability on the basis of the disabling conditions and applicable laws. This section shall not be applicable to parents who transport their own child under a contract with the school district.

- C. Each driver and aide assigned to a vehicle transporting students with a disability must (1) be instructed in basic first aid and procedures for the students under their care; (2) within one month after the effective date of assignment, participate in a program of in-service training on the proper methods of dealing with the specific needs and problems of students with disabilities; (3) assist students with disabilities on and off the bus when necessary for their safe ingress and egress from the bus; and (4) ensure that proper safety devices are in use and fastened properly.
- D. Each driver and aide assigned to a vehicle transporting students with a disability shall have available to them the following information in hard copy or immediately accessible through a two-way communication system: (1) the student's name and address; (2) the nature of the student's disabilities; (3) emergency health care information; and (4) the names and telephone numbers of the student's physician, parents, guardians, or custodians, and some person other than the student's parents or custodians who can be contacted in case of an emergency.
- E. Any parent of a student with a disability who believes that the transportation services provided for that child are not in compliance with the applicable law may utilize the due process procedures provided for in Minnesota Statutes chapter 125A.

V. APPLICATION OF GENERAL POLICY

The provisions of the school district's policy on transportation of public school students [*Model Policy 707*] shall apply to the transportation of nonpublic school students except as specifically provided herein.

Legal References:

Minn. Stat. § 123B.44 (Provision of Pupil Support Services)
Minn. Stat. § 123B.84 (Policy)
Minn. Stat. § 123B.86 (Equal Treatment)
Minn. Stat. § 123B.88 (Independent School Districts, Transportation)
Minn. Stat. § 123B.91, Subd. 1a (School District Bus Safety Requirements)
Minn. Stat. § 123B.92 (Transportation Aid Entitlement)
Minn. Stat. Ch. 125A (Special Education and Special Programs)
Minn. Stat. § 125A.18 (Special Instruction; Nonpublic Schools)
Minn. Rules Part 7470.1600 (Transporting Pupils with Disability)
Minn. Rules Part 7470.1700 (Drivers and Aides for Pupils with Disability)
Americans United, Inc. as Protestants and Other Am. United for Separation of Church and State, et al. v. Independent Sch. Dist. No. 622, et al., 288 Minn. 1996, 179 N.W.2d 146 (Minn. 1970)
Eldredge v. Independent Sch. Dist. No. 625, 422 N.W.2d 319 (Minn. Ct.

TRANSPORTATION OF NONPUBLIC SCHOOL STUDENTS

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App. 1988)
Healy v. Independent Sch. Dist. No. 625, 962 F.2d 1304 (8th Cir. 1992)
Minn. Op. Atty. Gen. 166a-7 (June 3, 1983)
Minn. Op. Atty. Gen. 166a-7 (Sept. 14, 1981)
Minn. Op. Atty. Gen. 166a-7 (July 15, 1976)
Minn. Op. Atty. Gen. 166a-7 (July 17, 1970)
Minn. Op. Atty. Gen. 166a-7 (Oct. 3, 1969)
Minn. Op. Atty. Gen. 166a-7 (Sept. 12, 1969)

Cross References:

MSBA/MASA Model Policy 707 (Transportation of Public School Students)
MSBA/MASA Model Policy 709 (Student Transportation Safety Policy)

Adopted: _____

MSBA/MASA Model Policy 202

Orig. 1995

Revised: _____

Rev. 2011

202 SCHOOL BOARD OFFICERS

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

I. PURPOSE

School board officers are charged with the duty of carrying out the responsibilities entrusted to them for the care, management, and control of the public schools of the school district. The purpose of this policy is to delineate those responsibilities.

II. GENERAL STATEMENT OF POLICY

- A. The school board shall meet annually and organize by selecting a chair, a clerk, a treasurer, and such other officers as determined by the school board. At its option, the school board may appoint a vice-chair to serve in the temporary absence of the chair.
- B. The school board shall appoint a superintendent who shall be an ex officio, nonvoting member of the school board.

III. ORGANIZATION

The school board shall meet annually on the first Monday in January, or as soon thereafter as practicable, and organize by selecting a chair, a clerk, a treasurer, and such other officers as determined by the school board. These officers shall hold office for one year and until their successors are elected and qualify.

- A. The persons who perform the duties of clerk and treasurer need not be members of the school board.
- B. The school board by resolution may combine the duties of the offices of clerk and treasurer in a single person in the office of business affairs.

[Note: The organizational meeting is a good time for the school board to plan for how to cancel and reschedule a board meeting. For example, the school board could decide and include in the regular meeting schedule a provision that if the school district closes early due to bad weather and calls off evening activities, any school board meeting scheduled for that evening will also be postponed and held at the same time and place the following evening.]

The organizational meeting is also a good time for the school board to select the school district's legal counsel and the individuals authorized to contact legal counsel. Usually, the authorized contacts are the board chair, the superintendent, and the chief

business official of the school district. In addition, many school districts authorize their human resources director, or a person exercising similar duties, to contact legal counsel.]

IV. OFFICER'S RESPONSIBILITIES

A. Chair

1. The chair when present shall preside at all meetings of the school board, countersign all orders upon the treasurer for claims allowed by the school board, represent the school district in all actions, and perform all duties a chair usually performs.
2. In case of absence, inability, or refusal of the clerk to draw orders for the payment of money authorized by a vote of the majority of the school board to be paid, the chair may draw the orders, or the office of the clerk may be declared vacant by the chair and treasurer and filled by appointment.

B. Treasurer

1. The treasurer shall deposit the funds of the school district in the official depository.
2. The treasurer shall make all reports which may be called for by the school board and perform all duties a treasurer usually performs.
3. In the event there are insufficient funds on hand to pay valid orders presented to the treasurer, the treasurer shall receive, endorse, and process the orders in accordance with Minn. Stat. § 123B.12.

C. Clerk

1. The clerk shall keep a record of all meetings in the books provided.
2. Within three days after an election, the clerk shall notify all persons elected of their election.
3. On or before September 15 of each year, the clerk shall:
 - a. file with the school board a report of the revenues, expenditures, and balances in each fund for the preceding fiscal year.
 - b. make and transmit to the commissioner certified reports, showing:
 - (1) revenues and expenditures in detail, and such other financial information required by law, rule, or as may be called for by the commissioner;

- (2) length of school term and enrollment and attendance by grades; and
 - (3) other items of information as called for by the commissioner.
4. The clerk shall enter into the clerk's record book copies of all reports and of the teachers' term reports, and of the proceedings of any meeting, and keep an itemized account of all expenses of the school district.
5. The clerk shall furnish to the county auditor, on or before September 30 of each year, an attested copy of the clerk's record, showing the amount of proposed property tax voted by the school district or the school board for school purposes.
6. The clerk shall draw and sign all orders upon the treasurer for the payment of money for bills allowed by the school board for salaries of officers and for teachers' wages and all claims, to be countersigned by the chair.
7. The clerk shall perform such duties as required by the Minnesota Election Law or other applicable laws relating to the conduct of elections.
8. The clerk shall perform the duties of the chair in the event of the chair's and the vice-chair's temporary absences.

D. Vice-Chair [Optional]

The vice-chair shall perform the duties of the chair in the event of the chair's temporary absence.

E. Superintendent

1. The superintendent shall be an ex officio, nonvoting member of the school board.
2. The superintendent shall perform the following:
 - a. visit and supervise the schools in the school district, report and make recommendations about their condition when advisable or on request by the school board;
 - b. recommend to the school board employment and dismissal of teachers;
 - c. annually evaluate each school principal assigned responsibility for supervising a school building within the district;

- d. superintend school grading practices and examinations for promotions;
- e. make reports required by the commissioner; and
- f. perform other duties prescribed by the school board.

Legal References: Minn. Stat. § 123B.12 (Finance)
Minn. Stat. § 123B.14 (Officers)
Minn. Stat. § 123B.143 (Superintendent)
Minn. Stat. § 126C.17 (Referendum Revenue)
Minn. Stat. Ch. 205A (School District Elections)

Cross References: MSBA/MASA Model Policy 101 (Legal Status of the School District)
MSBA/MASA Model Policy 201 (Legal Status of the School Board)
MSBA/MASA Model Policy 203 (Operation of the School Board – Governing Rules)
MSBA Service Manual, Chapter 1, School District Governance, Powers and Duties

Adopted: _____

MSBA/MASA Model Policy 202

Orig. 1995

Revised: _____

Rev. 20~~22~~11

202 SCHOOL BOARD OFFICERS

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

I. PURPOSE

School board officers are charged with the duty of carrying out the responsibilities entrusted to them for the care, management, and control of the public schools of the school district. The purpose of this policy is to delineate those responsibilities.

II. GENERAL STATEMENT OF POLICY

- A. The school board shall meet annually and organize by selecting a chair, a clerk, a treasurer, and such other officers as determined by the school board. At its option, the school board may appoint a vice-chair to serve in the temporary absence of the chair.
- B. The school board shall appoint a superintendent who shall be an ex officio, nonvoting member of the school board.

III. ORGANIZATION

The school board shall meet annually on the first Monday in January, or as soon thereafter as practicable, and organize by selecting a chair, a clerk, a treasurer, and such other officers as determined by the school board. These officers shall hold office for one year and until their successors are elected and qualify.

- A. The persons who perform the duties of clerk and treasurer need not be members of the school board.
- B. The school board by resolution may combine the duties of the offices of clerk and treasurer in a single person in the office of business affairs.

[Note: The organizational meeting is a good time for the school board to plan for how to cancel and reschedule a board meeting. For example, the school board could decide and include in the regular meeting schedule a provision that if the school district closes early due to bad weather and calls off evening activities, any school board meeting scheduled for that evening will also be postponed and held at the same time and place the following evening.]

The organizational meeting is also a good time for the school board to select the school district's legal counsel and the individuals authorized to contact legal counsel. Usually, the authorized contacts are the board chair, the superintendent, and the chief business official of the school district. In addition, many school districts authorize their human resources director, or a person exercising similar duties, to contact legal counsel.]

IV. OFFICER'S RESPONSIBILITIES

A. Chair

1. The chair when present shall preside at all meetings of the school board, countersign all orders upon the treasurer for claims allowed by the school board, represent the school district in all actions, and perform all duties a chair usually performs.
2. In case of absence, inability, or refusal of the clerk to draw orders for the payment of money authorized by a vote of the majority of the school board to be paid, the chair may draw the orders, or the office of the clerk may be declared vacant by the chair and treasurer and filled by appointment.

B. Treasurer

1. The treasurer shall deposit the funds of the school district in the official depository.
2. The treasurer shall make all reports which may be called for by the school board and perform all duties a treasurer usually performs.
3. In the event there are insufficient funds on hand to pay valid orders presented to the treasurer, the treasurer shall receive, endorse, and process the orders in accordance with [Minnesota Statutes section Minn. Stat. § 123B.12](#).

C. Clerk

1. The clerk shall keep a record of all meetings in the books provided.
2. Within three days after an election, the clerk shall notify all persons elected of their election.
3. On or before September 15 of each year, the clerk shall:
 - a. file with the school board a report of the revenues, expenditures, and balances in each fund for the preceding fiscal year.
 - b. make and transmit to the [Commissioner of the Minnesota Department of Education \(Commissioner\)](#) certified reports, showing:
 - (1) revenues and expenditures in detail, and such other financial information required by law, rule, or as may be called for by the [Commissioner](#);
 - (2) length of school term and enrollment and attendance by grades; and
 - (3) other items of information as called for by the [Commissioner](#).
4. The clerk shall enter into the clerk's record book copies of all reports and of the teachers' term reports, and of the proceedings of any meeting, and keep an itemized account of all expenses of the school district.

5. The clerk shall furnish to the county auditor, on or before September 30 of each year, an attested copy of the clerk's record, showing the amount of proposed property tax voted by the school district or the school board for school purposes.
6. The clerk shall draw and sign all orders upon the treasurer for the payment of money for bills allowed by the school board for salaries of officers and for teachers' wages and all claims, to be countersigned by the chair.
7. The clerk shall perform such duties as required by the Minnesota Election Law or other applicable laws relating to the conduct of elections.
8. The clerk shall perform the duties of the chair in the event of the chair's and the vice-chair's temporary absences.

D. Vice-Chair [Optional]

The vice-chair shall perform the duties of the chair in the event of the chair's temporary absence.

E. Superintendent

1. The superintendent shall be an ex officio, nonvoting member of the school board.
2. The superintendent shall perform the following:
 - a. visit and supervise the schools in the school district, report and make recommendations about their condition when advisable or on request by the school board;
 - b. recommend to the school board employment and dismissal of teachers;
 - c. annually evaluate each school principal assigned responsibility for supervising a school building within the district;
 - d. superintend school grading practices and examinations for promotions;
 - e. make reports required by the commissioner; and
 - f. perform other duties prescribed by the school board.

Legal References: Minn. Stat. § 123B.12 ([Insufficient Funds to Pay Orders Finance](#))
 Minn. Stat. § 123B.14 ([Officers of Independent School Districts](#))
 Minn. Stat. § 123B.143 (Superintendent)
 Minn. Stat. § 126C.17 (Referendum Revenue)
 Minn. Stat. Ch. 205A (School District Elections)

Cross References: MSBA/MASA Model Policy 101 (Legal Status of the School District)
 MSBA/MASA Model Policy 201 (Legal Status of the School Board)
 MSBA/MASA Model Policy 203 (Operation of the School Board – Governing Rules)

Adopted: _____

MSBA/MASA Model Policy 204

Orig. 1995

Revised: _____

Rev. 2008

204 SCHOOL BOARD MEETING MINUTES

[Note: The provisions of this policy are required by statute.]

I. PURPOSE

The purpose of this policy is to establish procedures relating to the maintenance of records of the school board and the publication of its official proceedings.

II. GENERAL STATEMENT OF POLICY

It is the policy of the school district to maintain its records so that they will be available for inspection by members of the general public and to provide for the publication of its official proceedings in compliance with law.

III. MAINTENANCE OF MINUTES AND RECORDS

A. The clerk shall keep and maintain permanent records of the school board, including records of the minutes of school board meetings and other required records of the school board. All votes taken at meetings required to be open to the public pursuant to the Minnesota Open Meeting Law shall be recorded in a journal kept for that purpose. Public records maintained by the school district shall be available for inspection by members of the public during the regular business hours of the school district. Minutes of meetings shall be available for inspection at the administrative offices of the school district after they have been prepared. Minutes of a school board meeting shall be approved or modified by the school board at a subsequent meeting, which action shall be reflected in the official proceedings of that subsequent meeting.

B. Recordings of Closed Meetings

1. All closed meetings, except those closed as permitted by the attorney-client privilege, must be electronically recorded at the expense of the school district. Recordings of closed meetings shall be made separately from the recordings of an open meeting, to the extent such meetings are recorded. If a meeting is closed to discuss more than one (1) matter, each matter shall be separately recorded.
2. Recordings of closed meetings shall be preserved by the school district for the following time periods:
 - a. Meetings closed to discuss labor negotiations strategy shall be preserved for two (2) years after the contract is signed.

- b. Meetings closed to discuss security matters shall be preserved for at least four (4) years.
 - c. Meetings closed to discuss the purchase or sale of property shall be preserved for at least eight (8) years after the date of the meeting.
 - d. All other closed meetings shall be preserved by the school district for at least three (3) years after the date of the meeting.
 - e. Following the expiration of the above time periods, recordings of closed meetings shall be maintained as set forth in the school district's Records Retention Schedule.
3. Recordings of closed meetings shall be classified by the school district as protected non-public data that is not accessible by the public or any subject of the data, with the following exceptions:
- a. Recordings of labor negotiations strategy meetings shall be classified as public data and made available to the public after all labor contracts are signed by the school district for the current budget period.
 - b. Recordings of meetings related to the purchase or sale of property shall be classified as public data and made available to the public after all real or personal property discussed at the meeting has been purchased or sold or the school district has abandoned the purchase or sale.
 - c. Recordings of any other closed meetings shall be classified and/or released as required by court order.
4. Recordings of closed meetings shall be maintained separately from recordings of open meetings, to the extent recordings of open meetings are maintained by the school district, with the exception of recordings that have been classified as public data as set forth in Section III.B.3. above. Recordings of closed meetings classified as non-public data also shall be maintained in a secure location, separate from recordings classified as public data.
5. Recordings of closed meetings shall be maintained in a manner to easily identify the data classification of the recording. The recordings shall be identified with at least the following information:
- a. The date of the closed meeting;
 - b. The basis upon which the meeting was closed (i.e.: labor negotiations strategy, purchase or sale of real property, educational

data, etc.); and

- c. The classification of the data.
6. Recordings of closed meetings related to labor negotiations strategy and the purchase or sale of property shall be maintained and monitored in a manner that reclassifies the recording as public upon the occurrence of an event reclassifying that data as set forth in Section III.B.3. above.

IV. PUBLICATION OF OFFICIAL PROCEEDINGS

- A. The school board shall cause its official proceedings to be published once in the official newspaper of the school district within thirty (30) days of the meeting at which the proceedings occurred; however, if the school board conducts regular meetings not more than once every thirty (30) days, the school board need not publish the minutes until ten (10) days after they have been approved by the school board.
- B. The proceedings to be published shall be sufficiently full to fairly set forth the proceedings. They must include the substance of all official actions taken by the school board at any regular or special meeting, and at minimum must include the subject matter of a motion, the persons making and seconding the motion, a listing of how each member present voted on the motion, the character of resolutions offered including a brief description of their subject matter and whether adopted or defeated. The minutes and permanent records of the school board may include more detail than is required to be published with the official proceedings. If the proceedings have not yet been approved by the school board, the proceedings to be published may reflect that fact.
- C. The proceedings to be published may be a summary of the essential elements of the proceedings, and/or of resolutions and other official actions of the school board. Such a summary shall be written in a clear and coherent manner and shall, to the extent possible, avoid the use of technical or legal terms not generally familiar to the public. When a summary is published, the publication shall clearly indicate that the published material is only a summary and that the full text is available for public inspection at the administrative offices of the school district and that a copy of the proceedings, other than attachments to the minutes, is available without cost at the offices of the school district or by means of standard or electronic mail.

Legal References: Minn. Stat. § 13D.01, Subds. 4-6 (Open Meeting Law)
Minn. Stat. § 123B.09, Subd. 10 (Publishing Proceedings)
Minn. Stat. § 123B.14, Subd. 7 (Record of Meetings)
Minn. Stat. § 331A.01 (Definition)
Minn. Stat. § 331A.05, Subd. 8 (Notice Regarding Published Summaries)
Minn. Stat. § 331A.08, Subd. 3 (Publication of Proceedings)
Op. Atty. Gen. 161-a-20 (Dec. 17, 1970)

Ketterer v. Independent School District No. 1, 248 Minn. 212, 79 N.W.2d 428 (1956)

Cross References: MSBA/MASA Model Policy 205 (Open Meetings and Closed Meetings)
MSBA Service Manual, Chapter 1, School District Governance, Powers and Duties

Adopted: _____

MSBA/MASA Model Policy 204

Orig. 1995

Revised: _____

Rev. 202208

204 SCHOOL BOARD MEETING MINUTES

[Note: The provisions of this policy are required by statute.]

I. PURPOSE

The purpose of this policy is to establish procedures relating to the maintenance of records of the school board and the publication of its official proceedings.

II. GENERAL STATEMENT OF POLICY

It is the policy of the school district to maintain its records so that they will be available for inspection by members of the general public and to provide for the publication of its official proceedings in compliance with law.

III. MAINTENANCE OF MINUTES AND RECORDS

- A. The clerk shall keep and maintain permanent records of the school board, including records of the minutes of school board meetings and other required records of the school board. All votes taken at meetings required to be open to the public pursuant to the Minnesota Open Meeting Law shall be recorded in a journal kept for that purpose. Public records maintained by the school district shall be available for inspection by members of the public during the regular business hours of the school district. Minutes of meetings shall be available for inspection at the administrative offices of the school district after they have been prepared. Minutes of a school board meeting shall be approved or modified by the school board at a subsequent meeting, which action shall be reflected in the official proceedings of that subsequent meeting.
- B. Recordings of Closed Meetings
 - 1. All closed meetings, except those closed as permitted by the attorney-client privilege, must be electronically recorded at the expense of the school district. Recordings of closed meetings shall be made separately from the recordings of an open meeting, to the extent such meetings are recorded. If a meeting is closed to discuss more than one (1) matter, each matter shall be separately recorded.
 - 2. Recordings of closed meetings shall be preserved by the school district for the following time periods:
 - a. Meetings closed to discuss labor negotiations strategy shall be preserved for two (2) years after the contract is signed.
 - b. Meetings closed to discuss security matters shall be preserved for at least four (4) years.
 - c. Meetings closed to discuss the purchase or sale of property shall be preserved for at least eight (8) years after the date of the meeting.
 - d. All other closed meetings shall be preserved by the school district for at least three (3) years after the date of the meeting.

- e. Following the expiration of the above time periods, recordings of closed meetings shall be maintained as set forth in the school district's Records Retention Schedule.
3. Recordings of closed meetings shall be classified by the school district as protected non-public data that is not accessible by the public or any subject of the data, with the following exceptions:
 - a. Recordings of labor negotiations strategy meetings shall be classified as public data and made available to the public after all labor contracts are signed by the school district for the current budget period.
 - b. Recordings of meetings related to the purchase or sale of property shall be classified as public data and made available to the public after all real or personal property discussed at the meeting has been purchased or sold or the school district has abandoned the purchase or sale.
 - c. Recordings of any other closed meetings shall be classified and/or released as required by court order.
 4. Recordings of closed meetings shall be maintained separately from recordings of open meetings, to the extent recordings of open meetings are maintained by the school district, with the exception of recordings that have been classified as public data as set forth in Section III.B.3. above. Recordings of closed meetings classified as non-public data also shall be maintained in a secure location, separate from recordings classified as public data.
 5. Recordings of closed meetings shall be maintained in a manner to easily identify the data classification of the recording. The recordings shall be identified with at least the following information:
 - a. The date of the closed meeting;
 - b. The basis upon which the meeting was closed (i.e.: labor negotiations strategy, purchase or sale of real property, educational data, etc.); and
 - c. The classification of the data.
 6. Recordings of closed meetings related to labor negotiations strategy and the purchase or sale of property shall be maintained and monitored in a manner that reclassifies the recording as public upon the occurrence of an event reclassifying that data as set forth in Section III.B.3. above.

IV. PUBLICATION OF OFFICIAL PROCEEDINGS

- A. The school board shall cause its official proceedings to be published once in the official newspaper of the school district within thirty (30) days of the meeting at which the proceedings occurred; however, if the school board conducts regular meetings not more than once every thirty (30) days, the school board need not publish the minutes until ten (10) days after they have been approved by the school board.
- B. The proceedings to be published shall be sufficiently full to fairly set forth the proceedings. They must include the substance of all official actions taken by the school board at any regular or special meeting, and at minimum must include the subject matter of a motion, the persons making and seconding the motion, a listing of how each member present voted on the motion, the character of resolutions offered including a brief description of their subject matter and whether adopted or defeated.

The minutes and permanent records of the school board may include more detail than is required to be published with the official proceedings. If the proceedings have not yet been approved by the school board, the proceedings to be published may reflect that fact.

- C. The proceedings to be published may be a summary of the essential elements of the proceedings, and/or of resolutions and other official actions of the school board. Such a summary shall be written in a clear and coherent manner and shall, to the extent possible, avoid the use of technical or legal terms not generally familiar to the public. When a summary is published, the publication shall clearly indicate that the published material is only a summary and that the full text is available for public inspection at the administrative offices of the school district and that a copy of the proceedings, other than attachments to the minutes, is available without cost at the offices of the school district or by means of standard or electronic mail.

Legal References: Minn. Stat. § 13D.01, Subds. 4-6 (Open Meeting Law)
Minn. Stat. § 123B.09, Subd. 10 ([Boards of Independent School Districts Publishing Proceedings](#))
Minn. Stat. § 123B.14, Subd. 7 ([Officers of Independent School Districts Record of Meetings](#))
Minn. Stat. § 331A.01 (Definition)
Minn. Stat. § 331A.05, Subd. 8 ([Form of Public Notices Notice Regarding Published Summaries](#))
Minn. Stat. § 331A.08, Subd. 3 ([Computation of Time Publication of Proceedings](#))
Op. Atty. Gen. 161-a-20 (Dec. 17, 1970)
Ketterer v. Independent School District No. 1, 248 Minn. 212, 79 N.W.2d 428 (1956)

Cross References: MSBA/MASA Model Policy 205 (Open Meetings and Closed Meetings)
MSBA Service Manual, Chapter 1, School District Governance, Powers and Duties

Adopted: _____

MSBA/MASA Model Policy 205

Orig. 1995

Revised: _____

Rev. 2017

205 OPEN MEETINGS AND CLOSED MEETINGS

[Note: The provisions of this policy accurately reflect the Open Meeting Law statute and are not discretionary in nature.]

I. PURPOSE

- A. The school board embraces the philosophy of openness in the conduct of its business, in the belief that openness produces better programs, more efficiency in administration of programs, and an organization more responsive to public interest and less susceptible to private interest. The school board shall conduct its business under a presumption of openness. At the same time, the school board recognizes and respects the privacy rights of individuals as provided by law. The school board also recognizes that there are certain exceptions to the Minnesota Open Meeting Law as recognized in statute where it has been determined that, in limited circumstances, the public interest is best served by closing a meeting of the school board.
- B. The purpose of this policy is to provide guidelines to assure the rights of the public to be present at school board meetings, while also protecting the individual's rights to privacy under law, and to close meetings when the public interest so requires as recognized by law.

II. GENERAL STATEMENT OF POLICY

- A. Except as otherwise expressly provided by statute, all meetings of the school board, including executive sessions, shall be open to the public.
- B. Meetings shall be closed only when expressly authorized by law.

III. DEFINITION

“Meeting” means a gathering of at least a quorum or more members of the school board, or quorum of a committee or subcommittee of school board members, at which members discuss, decide, or receive information as a group on issues relating to the official business of the school board. The term does not include a chance or social gathering or the use of social media by members of a public body so long as the social media use is limited to exchanges with all members of the general public. For purposes of the Open Meeting Law, social media does not include e-mail.

IV. PROCEDURES

- A. Meetings

1. Regular Meetings

A schedule of the regular meetings of the school board shall be kept on file at its primary offices. If the school board decides to hold a regular meeting at a time or place different from the time or place stated in its schedule, it shall give the same notice of the meeting as for a special meeting.

2. Special Meetings

- a. For a special meeting, the school board shall post written notice of the date, time, place, and purpose of the meeting on the principal bulletin board of the school district or on the door of the school board's usual meeting room if there is no principal bulletin board. The school board's actions at the special meeting are limited to those topics included in the notice.
- b. The notice shall also be mailed or otherwise delivered to each person who has filed a written request for notice of special meetings.
- c. This notice shall be posted and mailed or delivered at least three days before the date of the meeting. As an alternative to mailing or otherwise delivering notice to persons who have filed a written request, the school board may publish the notice once, at least three days before the meeting, in the official newspaper of the school district or, if none, in a qualified newspaper of general circulation within the area of the school district.
- d. A person filing a request for notice of special meetings may limit the request to particular subjects, in which case the school board is required to send notice to that person only concerning those particular subjects.
- e. The school board will establish an expiration date on requests for notice of special meetings and require refiling once each year. Not more than 60 days before the expiration date of request for notice, the school board shall send notice of the refiling requirement to each person who filed during the preceding year.

3. Emergency Meetings

- a. An emergency meeting is a special meeting called because of circumstances that, in the judgment of the school board, require immediate consideration.

[Note: While the statute leaves the question to the board of whether the

circumstances require immediate consideration at an emergency meeting, the advisory opinions of the Commissioner of Administration would limit such meetings to responding to natural disasters or health epidemics caused by an event such as an accident or terrorist attack.]

- b. If matters not directly related to the emergency are discussed or acted upon, the minutes of the meeting shall include a specific description of those matters.
- c. The school board shall make good faith efforts to provide notice of the emergency meeting to each news medium that has filed a written request for notice if the request includes the news medium's telephone number.
- d. Notice of the emergency meeting shall be given by telephone or any other method used to notify the members of the school board.
- e. Notice shall be provided to each news medium which has filed a written request for notice as soon as reasonably practicable after notice has been given to the school board members.
- f. Notice shall include the subject of the meeting.
- g. Posted or published notice of an emergency meeting shall not be required.
- h. The notice requirements for an emergency meeting as set forth in this policy shall supersede any other statutory notice requirement for a special meeting that is an emergency meeting.

4. Recessed or Continued Meetings

If a meeting is a recessed or continued session of a previous meeting, and the time and place of the meeting was established during the previous meeting and recorded in the minutes of that meeting, then no further published or mailed notice is necessary.

5. Closed Meetings

The notice requirements of the Minnesota Open Meeting Law apply to closed meetings.

6. Actual Notice

If a person receives actual notice of a meeting of the school board at least 24 hours before the meeting, all notice requirements are satisfied with respect to that person, regardless of the method of receipt of notice.

7. Health Pandemic or Declared Emergency

In the event of a health pandemic or an emergency declared under Minn. Stat. Ch. 12, a meeting may be conducted by telephone or other electronic means in compliance with Minn. Stat. § 13D.021.

8. Meetings Conducted by Interactive Technology

A meeting may be conducted by interactive technology, Skype, or other similar electronic means in compliance with Minn. Stat. § 13D.02.

B. Votes

The votes of school board members shall be recorded in a journal kept for that purpose, and the journal shall be available to the public during all normal business hours at the administrative offices of the school district.

C. Written Materials

1. In any open meeting, a copy of any printed materials, including electronic communications, relating to the agenda items prepared or distributed by the school board or its employees and distributed to or available to all school board members shall be available in the meeting room for inspection by the public while the school board considers their subject matter.
2. This provision does not apply to materials not classified by law as public, or to materials relating to the agenda items of a closed meeting.

D. Data

1. Meetings may not be closed merely because the data to be discussed are not public data.
2. Data that are not public data may be discussed at an open meeting if the disclosure relates to a matter within the scope of the school board's authority and is reasonably necessary to conduct the business or agenda item before the school board.
3. Data discussed at an open meeting retain the data's original classification; however, a record of the meeting, regardless of form, shall be public.

E. Closed Meetings

1. Labor Negotiations Strategy

- a. The school board may, by a majority vote in a public meeting, decide to hold a closed meeting to consider strategy for labor

negotiations, including negotiation strategies or developments or discussion and review of labor negotiation proposals.

- b. The time and place of the closed meeting shall be announced at the public meeting. A written roll of school board members and all other persons present at the closed meeting shall be made available to the public after the closed meeting. The proceedings shall be tape recorded, and the tape recording shall be preserved for two years after the contract discussed at the meeting is signed. The recording shall be made available to the public after all labor contracts are signed by the school board for the current budget period.

2. Sessions Closed by Bureau of Mediation Services

All negotiations, mediation sessions, and hearings between the school board and its employees or their respective representatives are public meetings. These meetings may be closed only by the Commissioner of the Bureau of Mediation Services (BMS). The use of recording devices, stenographic records, or other recording methods is prohibited in mediation meetings closed by the BMS.

3. Preliminary Consideration of Charges

The school board shall close one or more meetings for preliminary consideration of allegations or charges against an individual subject to its authority. If the school board members conclude that discipline of any nature may be warranted as a result of those specific charges or allegations, further meetings or hearings relating to those specific charges or allegations held after that conclusion is reached must be open. A meeting must also be open at the request of the individual who is the subject of the meeting. A closed meeting must be electronically recorded at the expense of the school district, and the recording must be preserved for at least three years after the date of the meeting. The recording is not available to the public.

4. Performance Evaluations

The school board may close a meeting to evaluate the performance of an individual who is subject to its authority. The school board shall identify the individual to be evaluated prior to closing a meeting. At its next open meeting, the school board shall summarize its conclusions regarding the evaluation. A meeting must be open at the request of the individual who is the subject of the meeting. A closed meeting must be electronically recorded at the expense of the school district, and the recording must be preserved for at least three years after the date of the meeting. The recording is not available to the public.

5. Attorney-Client Meeting

A meeting may be closed if permitted by the attorney-client privilege. Attorney-client privilege applies when litigation is imminent or threatened, or when the school board needs advice above the level of general legal advice, i.e., regarding specific acts and their legal consequences. A meeting may be closed to seek legal advice concerning litigation strategy, but the mere threat that litigation might be a consequence of deciding a matter one way or another does not, by itself, justify closing the meeting. The motion to close the meeting must specifically describe the matter to be discussed at the closed meeting, subject to relevant privacy and confidentiality considerations under state and federal law. The law does not require that such a meeting be recorded.

6. Dismissal Hearing

- a. A hearing on the dismissal of a licensed teacher shall be public or private at the teacher's discretion. A hearing regarding placement of teachers on unrequested leave of absence shall be public.
- b. A hearing on dismissal of a student pursuant to the Pupil Fair Dismissal Act shall be closed unless the pupil, parent or guardian requests an open hearing.
- c. To the extent a teacher or student dismissal hearing is held before the school board and is closed, the closed meeting must be electronically recorded at the expense of the school district, and the recording must be preserved for at least three years after the date of the meeting. The recording is not available to the public.

7. Coaches; Opportunity to Respond

- a. If the school board has declined to renew the coaching contract of a licensed or nonlicensed head varsity coach, it must notify the coach within 14 days of that decision.
- b. If the coach requests the reasons for the nonrenewal, the school board must give the coach the reasons in writing within 10 days of receiving the request.
- c. On the request of the coach, the school board must provide the coach with a reasonable opportunity to respond to the reasons at a school board meeting.
- d. The meeting may be open or closed at the election of the coach unless the meeting is closed as required by Minn. Stat. § 13D.05, Subd. 2, to discuss educational or certain other nonpublic data.

- e. A closed meeting must be electronically recorded at the expense of the school district, and the recording must be preserved for at least three years after the date of the meeting. The recording is not available to the public.

8. Meetings to Discuss Certain Not Public Data

Any portion of a meeting must be closed if the following types of data are discussed:

- a. data that would identify alleged victims or reporters of criminal sexual conduct, domestic abuse, or maltreatment of minors or vulnerable adults;
- b. active investigative data collected or created by a law enforcement agency;
- c. educational data, health data, medical data, welfare data, or mental health data that are not public data; or
- d. an individual's personal medical records.
- e. A closed meeting must be electronically recorded at the expense of the school district, and the recording must be preserved for at least three years after the date of the meeting. The recording is not available to the public.

9. Purchase and Sale of Property

- a. The school board may close a meeting:
 - (1) to determine the asking price for real or personal property to be sold by the school district;
 - (2) to review confidential or nonpublic appraisal data; and
 - (3) to develop or consider offers or counteroffers for the purchase or sale of real or personal property.
- b. Before closing the meeting, the school board must identify on the record the particular real or personal property that is the subject of the closed meeting.
- c. The closed meeting must be tape recorded at the expense of the school district. The tape must be preserved for eight years after the date of the meeting and be made available to the public after all real or personal property discussed at the meeting has been

purchased or sold or the school board has abandoned the purchase or sale. The real or personal property that is the subject of the closed meeting must be specifically identified on the tape. A list of school board members and all other persons present at the closed meeting must be made available to the public after the closed meeting.

- d. An agreement reached that is based on an offer considered at a closed meeting is contingent on its approval by the school board at an open meeting. The actual purchase or sale must be approved at an open meeting and the purchase price or sale price is public data.

10. Security Matters

- a. The school board may close a meeting to receive security briefings and reports, to discuss issues related to security systems, to discuss emergency response procedures, and to discuss security deficiencies in or recommendations regarding public services, infrastructure, and facilities, if disclosure of the information discussed would pose a danger to public safety or compromise security procedures or responses.
- b. Financial issues related to security matters must be discussed and all related financial decisions must be made at an open meeting.
- c. Before closing a meeting, the school board must refer to the facilities, systems, procedures, services, or infrastructures to be considered during the closed meeting.
- d. The closed meeting must be tape recorded at the expense of the school district and the recording must be preserved for at least four years.

11. Other Meetings

Other meetings shall be closed as provided by law, except as provided above. A closed meeting must be electronically recorded at the expense of the school district, and the recording must be preserved for at least three years after the date of the meeting. The recording is not available to the public.

F. Procedures for Closing a Meeting

The school board shall provide notice of a closed meeting just as for an open meeting. A school board meeting may be closed only after a majority vote at a public meeting. Before closing a meeting, the school board shall state on the record the specific authority permitting the meeting to be closed and shall describe the subject to be discussed.

- Legal References:** Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. Ch. 13D (Open Meeting Law)
Minn. Stat. § 121A.47, Subd. 5 (Student Dismissal Hearing)
Minn. Stat. § 122A.33, Subd. 3 (Coaches; Opportunity to Respond)
Minn. Stat. § 122A.40, Subd. 14 (Teacher Discharge Hearing)
Minn. Stat. § 179A.14, Subd. 3 (Labor Negotiations)
Minn. Rules Part 5510.2810 (Bureau of Mediation Services)
Brown v. Cannon Falls Township, 723 N.W.2d 31 (Minn. App. 2006)
Brainerd Daily Dispatch v. Dehen, 693 N.W.2d 435 (Minn. App. 2005)
The Free Press v. County of Blue Earth, 677 N.W.2d 471 (Minn. App. 2004)
Prior Lake American v. Mader, 642 N.W.2d 729 (Minn. 2002)
Star Tribune v. Board of Education, Special School District No. 1, 507 N.W.2d 869 (Minn. App. 1993)
Minnesota Daily v. University of Minnesota, 432 N.W.2d 189 (Minn. App. 1988)
Moberg v. Independent School District No. 281, 336 N.W.2d 510 (Minn. 1983)
Sovereign v. Dunn, 498 N.W.2d 62 (Minn. App. 1993), *rev. denied.* (Minn. 1993)
Dept. of Admin. Advisory Op. No. 19-008 (May 22, 2019)
Dept. of Admin. Advisory Op. No. 19-006 (April 9, 2019)
Dept. of Admin. Advisory Op. No. 18-019 (December 28, 2018)
Dept. of Admin. Advisory Op. No. 17-005 (June 22, 2017)
Dept. of Admin. Advisory Op. No. 13-009 (March 19, 2013)
Dept. of Admin. Advisory Op. No. 12-004 (March 8, 2012)
Dept. of Admin. Advisory Op. No. 11-004 (April 18, 2011)
Dept. of Admin. Advisory Op. No. 10-020 (September 23, 2010)
Dept. of Admin. Advisory Op. No. 09-020 (September 8, 2009)
Dept. of Admin. Advisory Op. No. 08-015 (July 9, 2008)
Dept. of Admin. Advisory Op. No. 06-027 (September 28, 2006)
Dept. of Admin. Advisory Op. No. 04-004 (February 3, 2004)
- Cross References:** MSBA/MASA Model Policy 204 (School Board Meeting Minutes)
MSBA/MASA Model Policy 206 (Public Participation in School Board Meetings/Complaints about Persons at School Board Meetings and Data Privacy Considerations)
MSBA/MASA Model Policy 207 (Public Hearings)
MSBA/MASA Model Policy 406 (Public and Private Personnel Data)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
MSBA Service Manual, Chapter 13, School Law Bulletin “C” (Minnesota’s Open Meeting Law)

Adopted: _____

MSBA/MASA Model Policy 205

Orig. 1995

Revised: _____

Rev. 202217

205 OPEN MEETINGS AND CLOSED MEETINGS

[Note: The provisions of this policy accurately reflect ~~the~~ Minnesota's Open Meeting Law statutes and are not discretionary in nature.]

I. PURPOSE

- A. The school board embraces ~~the philosophy of openness accountability and transparency~~ in the conduct of its business, in the belief that openness produces better programs, more efficient ~~cy in~~ administration of programs, and an organization more responsive to public interest and less susceptible to private interest. The school board shall conduct its business under a presumption of openness. At the same time, the school board recognizes and respects the privacy rights of individuals as provided by law. The school board also recognizes that there are certain exceptions to the Minnesota Open Meeting Law as recognized in statute where it has been determined that, in limited circumstances, the public interest is best served by closing a meeting of the school board.
- B. The purpose of this policy is to provide guidelines to assure the rights of the public to be present at school board meetings, while also protecting ~~the an~~ individual's rights to privacy under law, and to close meetings when the public interest so requires as recognized by law.

II. GENERAL STATEMENT OF POLICY

- A. Except as otherwise expressly provided by statute, all meetings of the school board, including executive sessions, shall be open to the public.
- B. Meetings shall be closed only when expressly authorized by law.

III. DEFINITION

"Meeting" means a gathering of at least a quorum ~~or more of school board~~ members ~~of the school board~~, or quorum of a committee or subcommittee of school board members, at which members discuss, decide, or receive information as a group on issues relating to the official business of the school board. The term does not include a chance or social gathering or the use of social media by members of a public body so long as the social media use is limited to exchanges with all members of the general public. For purposes of the Open Meeting Law, social media does not include e-mail.

IV. PROCEDURES

- A. Meetings
 - 1. Regular Meetings

A schedule of the regular meetings of the school board shall be kept on file at ~~its primary~~ the school district offices. If the school board decides to hold a regular meeting at a time or place different from the time or place stated in its regular meeting schedule, it shall give the same notice of the meeting as for a

special meeting.

2. Special Meetings

- a. For a special meeting, the school board shall post written notice of the date, time, place, and purpose of the meeting on the principal bulletin board of the school district or on the door of the school board's usual meeting room if there is no principal bulletin board. The school board's actions at the special meeting are limited to those topics included in the notice.
- b. The notice shall also be mailed or otherwise delivered to each person who has filed a written request for notice of special meetings. This notice shall be posted and mailed or delivered at least three days before the date of the meeting.
- c. ~~This notice shall be posted and mailed or delivered at least three days before the date of the meeting.~~ As an alternative to mailing or otherwise delivering notice to persons who have filed a written request, the school board may publish the notice once, at least three days before the meeting, in the official newspaper of the school district or, if none, in a qualified newspaper of general circulation within the area of the school district.
- d. A person filing a request for notice of special meetings may limit the request to particular subjects, in which case the school board is required to send notice to that person only concerning those particular subjects.
- e. The school board will establish an expiration date on requests for notice of special meetings and require refiling once each year. Not more than sixty (60) days before the expiration date of request for notice, the school board shall send notice of the refiling requirement to each person who filed during the preceding year.

3. Emergency Meetings

- a. An emergency meeting is a special meeting called because of circumstances that, in the school board's judgment ~~of the school board~~, require immediate consideration.

[Note: While the statute leaves the question to the board of whether the circumstances require immediate consideration at an emergency meeting, ~~the~~ advisory opinions of the Minnesota Commissioner of Administration would limit such meetings to responding to natural disasters or health epidemics caused by an event such as an accident or terrorist attack.]

- b. If matters not directly related to the emergency are discussed or acted upon, the minutes of the meeting shall include a specific description of those matters.
- c. The school board shall make good faith efforts to provide notice of the emergency meeting to each news medium that has filed a written request for notice if the request includes the news medium's telephone number.

- d. Notice of the emergency meeting shall be given by telephone or any other method used to notify the members of the school board.
- e. Notice shall be provided to each news medium which has filed a written request for notice as soon as reasonably practicable after notice has been given to the school board members.
- f. Notice shall include the subject of the meeting.
- g. Posted or published notice of an emergency meeting shall not be required.
- h. The notice requirements for an emergency meeting as set forth in this policy shall supersede any other statutory notice requirement for a special meeting that is an emergency meeting.

4. Recessed or Continued Meetings

If a meeting is a recessed or continued session of a previous meeting, and the time and place of the meeting was established during the previous meeting and recorded in the minutes of that meeting, then no further published or mailed notice is necessary.

5. Closed Meetings

The notice requirements of the Minnesota Open Meeting Law apply to closed meetings.

6. Actual Notice

If a person receives actual notice of a meeting of the school board at least twenty-four (24) hours before the meeting, all notice requirements are satisfied with respect to that person, regardless of the method of receipt of notice.

7. Health Meetings during Pandemic or ~~Declared Chapter 12~~ Emergency

In the event of a health pandemic or an emergency declared under ~~Minn. Stat. Ch. Minnesota Statutes chapter~~ 12, a meeting may be conducted by telephone or ~~other electronic interactive technology means~~ in compliance with ~~Minn. Stat. § Minnesota Statutes section~~ 13D.021.

8. Meetings ~~Conducted~~ by Interactive Technology

A meeting may be conducted by interactive technology, Zoom, Skype, or other similar electronic means in compliance with ~~Minnesota Statutes section Minn. Stat. §~~ 13D.02.

B. Votes

The votes of school board members shall be recorded in a journal or minutes kept for that purpose, ~~and the~~ journal or any minutes used to record votes of a meeting shall be available must be open to the public during all normal business hours at the school district's administrative offices ~~of the school district~~.

C. Written Materials

1. In any open meeting, a copy of any printed materials, including electronic communications, relating to the agenda items of the meeting prepared or distributed by or at the direction of the school board or its employees and distributed to or available to all school board members shall be available in the meeting room for inspection by the public while the school board considers their subject matter.
2. This provision does not apply to materials not classified by law as public, or to materials relating to the agenda items of a closed meeting.

D. Open Meetings and Data Data

1. Meetings may not be closed ~~merely because the to discuss~~ data ~~to be that discussed~~ are not public data, except as provided under Minnesota law.
2. Data that are not public data may be discussed at an open meeting if the disclosure relates to a matter within the scope of the school board's authority and is reasonably necessary to conduct the business or agenda item before the school board.
3. Data discussed at an open meeting retain the data's original classification; however, a record of the meeting, regardless of form, shall be public.

E. Closed Meetings

1. Labor Negotiations Strategy

- a. The school board may, by a majority vote in a public meeting, decide to hold a closed meeting to consider strategy for labor negotiations, including negotiation strategies or developments or discussion and review of labor negotiation proposals, conducted pursuant to Minnesota's Public Employment Labor Relations Act (PELRA).
- b. The time and place of the closed meeting shall be announced at the public meeting. A written roll of school board members and all other persons present at the closed meeting shall be made available to the public after the closed meeting. The proceedings of a closed meeting to discuss negotiation strategies shall be tape recorded, and the tape recording shall be preserved for two years after the contract discussed at the meeting is signed. The recording shall be made available to the public after all labor contracts are signed by the school board for the current budget period.

2. Sessions Closed by Bureau of Mediation Services

All negotiations, mediation sessions meetings, and hearings between the school board and its employees or their respective representatives are public meetings. These Mediation meetings may be closed only by the Commissioner of the Bureau of Mediation Services (BMS). The use of recording devices, stenographic records, or other recording methods is prohibited in mediation meetings closed by the BMS.

3. Preliminary Consideration of Allegations or Charges

The school board shall close one or more meetings for preliminary consideration of allegations or charges against an individual subject to its authority. If the school board members conclude that discipline of any nature may be warranted as a result of those specific charges or allegations, further meetings or hearings relating to those specific charges or allegations held after that conclusion is reached must be open. A meeting must also be open at the request of the individual who is the subject of the meeting. A closed meeting for this purpose must be electronically recorded at the expense of the school district, and the recording must be preserved for at least three years after the date of the meeting. The recording is not available to the public.

4. Performance Evaluations

The school board may close a meeting to evaluate the performance of an individual who is subject to its authority. The school board shall identify the individual to be evaluated prior to closing a meeting. At its next open meeting, the school board shall summarize its conclusions regarding the evaluation. A meeting must be open at the request of the individual who is the subject of the meeting. A closed meeting for this purpose must be electronically recorded at the expense of the school district, and the recording must be preserved for at least three years after the date of the meeting. The recording is not available to the public.

5. Attorney-Client Privilege Meeting

A meeting may be closed if permitted by the attorney-client privilege. Attorney-client privilege applies when litigation is imminent or threatened, or when the school board needs advice above the level of general legal advice, for example, i.e., regarding specific acts and their legal consequences. A meeting may be closed to seek legal advice concerning litigation strategy, but the mere threat that litigation might be a consequence of deciding a matter one way or another does not, by itself, justify closing the meeting. The motion to close the meeting must specifically describe the matter to be discussed at the closed meeting, subject to relevant privacy and confidentiality considerations under state and federal law. The law does not require that such a meeting be recorded.

6. Dismissal Hearing

- a. A hearing on ~~the~~ dismissal of a licensed teacher shall be public or private at the teacher's discretion. A hearing regarding placement of teachers on unrequested leave of absence shall be public.
- b. A hearing on dismissal of a student pursuant to the Pupil Fair Dismissal Act shall be closed unless the pupil, parent, or guardian requests an open hearing.
- c. To the extent a teacher or student dismissal hearing is held before the school board and is closed, the closed meeting must be electronically recorded at the expense of the school district, and the recording must be preserved for at least three years after the date of the meeting. The recording is not available to the public.

7. Coaches; Opportunity to Respond

- a. If the school board has declined to renew the coaching contract of a

licensed or nonlicensed head varsity coach, it must notify the coach within fourteen (14) days of that decision.

- b. If the coach requests the reasons for the nonrenewal, the school board must give the coach the-its reasons in writing within ten (10) days of receiving the request. The existence of parent complaints must not be the sole reason for the school board not to renew a coaching contract.
- c. On the request of the coach, the school board must provide the coach with a reasonable opportunity to respond to the reasons at a school board meeting.
- d. The meeting may be open or closed at the election of the coach unless the meeting is closed as required by Minn. Stat. §Minnesota Statutes section 13D.05, Subd. 2, to discuss educational or certain other nonpublic data.
- e. A ~~closed~~ meeting closed for this purpose must be electronically recorded at the expense of the school district, and the recording must be preserved for at least three years after the date of the meeting. The recording is not available to the public.

8. Meetings to Discuss Certain Not Public Data

a. Any portion of a meeting must be closed if the following types of data are discussed:

(1) data that would identify alleged victims or reporters of criminal sexual conduct, domestic abuse, or maltreatment of minors or vulnerable adults;

b. ~~(2)~~ active investigative data collected or created by a law enforcement agency;

c. ~~(3)~~ educational data, health data, medical data, welfare data, or mental health data that are not public data; or

d. ~~(4)~~ an individual's personal medical records.

be. A closed meeting must be electronically recorded at the expense of the school district, and the recording must be preserved for at least three years after the date of the meeting. The recording is not available to the public.

9. Purchase and Sale of Property

a. The school board may close a meeting:

(1) to determine the asking price for real or personal property to be sold by the school district;

(2) to review confidential or nonpublic appraisal data; and

(3) to develop or consider offers or counteroffers for the purchase or sale of real or personal property.

- b. Before closing the meeting, the school board must identify on the record the particular real or personal property that is the subject of the closed meeting.
- c. The closed meeting must be tape recorded at the expense of the school district. The tape must be preserved for eight years after the date of the meeting and be made available to the public after all real or personal property discussed at the meeting has been purchased or sold or the school board has abandoned the purchase or sale. The real or personal property that is the subject of the closed meeting must be specifically identified on the tape. A list of school board members and all other persons present at the closed meeting must be made available to the public after the closed meeting.
- d. An agreement reached that is based on an offer considered at a closed meeting is contingent on its approval by the school board at an open meeting. The actual purchase or sale must be approved at an open meeting and the purchase price or sale price is public data.

10. Security Matters

- a. The school board may close a meeting to receive security briefings and reports, to discuss issues related to security systems, to discuss emergency response procedures, and to discuss security deficiencies in or recommendations regarding public services, infrastructure, and facilities, if disclosure of the information discussed would pose a danger to public safety or compromise security procedures or responses.
- b. Financial issues related to security matters must be discussed and all related financial decisions must be made at an open meeting.
- c. Before closing a meeting, the school board must refer to the facilities, systems, procedures, services, or infrastructures to be considered during the closed meeting.
- d. The closed meeting must be tape recorded at the expense of the school district and the recording must be preserved for at least four years.

11. Other Meetings

Other meetings shall be closed as provided by law, except as provided above. A closed meeting must be electronically recorded at the expense of the school district, and the recording must be preserved for at least three years after the date of the meeting. The recording is not available to the public.

F. Procedures for Closing a Meeting

The school board shall provide notice of a closed meeting just as for an open meeting. A school board meeting may be closed only after a majority vote at a public meeting. Before closing a meeting, the school board shall state on the record the specific authority permitting the meeting to be closed and shall describe the subject to be discussed.

Minn. Stat. Ch. 13D (Open Meeting Law)
Minn. Stat. § 121A.47, Subd. 5 ([Exclusion and Expulsion Procedures](#))[Student Dismissal Hearing](#))
Minn. Stat. § 122A.33, Subd. 3 ([License and Degree Exemption for Head Coach](#)[Coaches; Opportunity to Respond](#))
Minn. Stat. § 122A.40, Subd. 14 ([Employment; Contracts; Termination](#))[Teacher Discharge Hearing](#))
Minn. Stat. § 179A.14, Subd. 3 ([Negotiation Procedures](#)[Labor Negotiations](#))
Minn. Rules Part 5510.2810 ([Petition for Mediation](#)[Bureau of Mediation Services](#))
Brown v. Cannon Falls Township, 723 N.W.2d 31 (Minn. App. 2006)
Brainerd Daily Dispatch v. Dehen, 693 N.W.2d 435 (Minn. App. 2005)
The Free Press v. County of Blue Earth, 677 N.W.2d 471 (Minn. App. 2004)
Prior Lake American v. Mader, 642 N.W.2d 729 (Minn. 2002)
Star Tribune v. Board of Education, Special School District No. 1, 507 N.W.2d 869 (Minn. App. 1993)
Minnesota Daily v. University of Minnesota, 432 N.W.2d 189 (Minn. App. 1988)
Moberg v. Independent School District No. 281, 336 N.W.2d 510 (Minn. 1983)
Sovereign v. Dunn, 498 N.W.2d 62 (Minn. App. 1993), *rev. denied.* (Minn. 1993)
[Dept. of Admin. Advisory Op. No. 21-003 \(April 19, 2021\)](#)
[Dept. of Admin. Advisory Op. No. 21-002 \(January 13, 2021\)](#)
[Dept. of Admin. Advisory Op. No. 19-012 \(October 24, 2019\)](#)
Dept. of Admin. Advisory Op. No. 19-008 (May 22, 2019)
Dept. of Admin. Advisory Op. No. 19-006 (April 9, 2019)
Dept. of Admin. Advisory Op. No. 18-019 (December 28, 2018)
Dept. of Admin. Advisory Op. No. 17-005 (June 22, 2017)
Dept. of Admin. Advisory Op. No. 13-009 (March 19, 2013)
Dept. of Admin. Advisory Op. No. 12-004 (March 8, 2012)
Dept. of Admin. Advisory Op. No. 11-004 (April 18, 2011)
Dept. of Admin. Advisory Op. No. 10-020 (September 23, 2010)
Dept. of Admin. Advisory Op. No. 09-020 (September 8, 2009)
Dept. of Admin. Advisory Op. No. 08-015 (July 9, 2008)
Dept. of Admin. Advisory Op. No. 06-027 (September 28, 2006)
Dept. of Admin. Advisory Op. No. 04-004 (February 3, 2004)

Cross References:

MSBA/MASA Model Policy 204 (School Board Meeting Minutes)
MSBA/MASA Model Policy 206 (Public Participation in School Board Meetings/Complaints about Persons at School Board Meetings and Data Privacy Considerations)
MSBA/MASA Model Policy 207 (Public Hearings)
MSBA/MASA Model Policy 406 (Public and Private Personnel Data)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
MSBA ~~Service Manual, Chapter 13, School~~ Law Bulletin "C" (Minnesota's Open Meeting Law)

Adopted: _____

MSBA/MASA Model Policy 206

Orig. 1995

Revised: _____

Rev. 2017

206 PUBLIC PARTICIPATION IN SCHOOL BOARD MEETINGS/COMPLAINTS ABOUT PERSONS AT SCHOOL BOARD MEETINGS AND DATA PRIVACY CONSIDERATIONS

I. PURPOSE

- A. The school board recognizes the value of participation by the public in deliberations and decisions on school district matters. At the same time, the school board recognizes the importance of conducting orderly and efficient proceedings, with opportunity for expression of all participants' respective views.
- B. The purpose of this policy is to provide procedures to assure open and orderly public discussion as well as to protect the due process and privacy rights of individuals under the law.

II. GENERAL STATEMENT OF POLICY

- A. The policy of the school board is to encourage discussion by persons of subjects related to the management of the school district at school board meetings. The school board may adopt reasonable time, place, and manner restrictions on public expression in order to facilitate free discussion by all interested parties.
- B. The school board shall, as a matter of policy, protect the legal rights to privacy and due process of employees and students.

III. DEFINITIONS

- A. "Personnel data" means government data on individuals maintained because the individual is or was an employee or applicant for employment. For purposes of this policy, "employee" includes a volunteer or an independent contractor.
- B. Personnel data on current and former employees that is "public" includes:

Name; employee identification number, which must not be the employee's social security number; actual gross salary; salary range; terms and conditions of employment relationship; contract fees; actual gross pension; the value and nature of employer paid fringe benefits; the basis for and the amount of any added remuneration, including expense reimbursement, in addition to salary; bargaining unit; job title; job description; education and training background; previous work experience; date of first and last employment; the existence and status of any complaints or charges against the employee, regardless of whether the complaint or charge resulted in a disciplinary action; the final disposition of any disciplinary

action as defined in Minn. Stat. § 13.43, Subd. 2(b), together with the specific reasons for the action and data documenting the basis of the action, excluding data that would identify confidential sources who are employees of the public body; the complete terms of any agreement settling any dispute arising out of the employment relationship, including a buyout agreement as defined in Minn. Stat. § 123B.143, Subd. 2, except that the agreement must include specific reasons for the agreement if it involves the payment of more than \$10,000 of public money; work location; work telephone number; badge number; work-related continuing education; honors and awards received; and payroll time sheets or other comparable data that are only used to account for employee's work time for payroll purposes, except to the extent that release of time sheet data would reveal the employee's reasons for the use of sick or other medical leave or other not public data.

- C. Personnel data on current and former applicants for employment that is "public" includes:

Veteran status; relevant test scores; rank on eligible list; job history; education and training; and work availability. Names of applicants shall be private data except when certified as eligible for appointment to a vacancy or when applicants are considered by the appointing authority to be finalists for a position in public employment. For purposes of this subdivision, "finalist" means an individual who is selected to be interviewed by the appointing authority prior to selection.

- D. "Educational data" means data maintained by the school district which relates to a student.

- E. "Student" means an individual currently or formerly enrolled or registered in the school district, or applicants for enrollment, or individuals who receive shared time services.

- F. Data about applicants for appointments to a public body, including a school board, collected by the school district as a result of the applicant's application for appointment to the public body are private data on individuals, except that the following are public: name; city of residence, except where the appointment has a residency requirement that requires the entire address to be public; education and training; employment history; volunteer work; awards and honors; prior government service; any data required to be provided or that is voluntarily provided in an application to a multimember agency pursuant to Minn. Stat. § 15.0597; and veteran status. Once an individual has been appointed to a public body, the following additional items of data are public: residential address; either a telephone number or electronic mail address where the appointee can be reached, or both at the request of the appointee; the first and last dates of service on the public body; the existence and status of any complaints or charges against an appointee; and, upon completion of an investigation of a complaint or charge against an appointee, the final investigative report unless access to the data would jeopardize an active investigation. Any electronic mail address or telephone number provided by a public body for use by an appointee shall be public. An

appointee may use an electronic mail address or telephone number provided by the public body as the designated electronic mail address or telephone number at which the appointee can be reached.

IV. RIGHTS TO PRIVACY

- A. School district employees have a legal right to privacy related to matters which may come before the school board, including, but not limited to, the following:
 - 1. right to a private hearing for teachers, pursuant to Minn. Stat. § 122A.40, Subd. 14 (Teachers Discharge Hearing);
 - 2. right to privacy of personnel data as provided by Minn. Stat. § 13.43 (Personnel Data);
 - 3. right to consideration by the school board of certain data treated as not public as provided in Minn. Stat. § 13D.05 (Not Public Data);
 - 4. right to a private hearing for licensed or nonlicensed head varsity coaches to discuss reasons for nonrenewal of a coaching contract pursuant to Minn. Stat. § 122A.33, Subd. 3.
- B. School district students have a legal right to privacy related to matters which may come before the school board, including, but not limited to, the following:
 - 1. right to a private hearing, Minn. Stat. § 121A.47, Subd. 5 (Student Dismissal Hearing);
 - 2. right to privacy of educational data, Minn. Stat. § 13.32 (Educational Data); 20 U.S.C. § 1232g (FERPA);
 - 3. right to privacy of complaints as provided by child abuse reporting and discrimination laws, Minn. Stat. § 626.556 (Reporting of Maltreatment of Minors) and Minn. Stat. Ch. 363A (Minnesota Human Rights Act).

V. THE PUBLIC'S OPPORTUNITY TO BE HEARD

The school board will strive to give all persons an opportunity to be heard and to have complaints considered and evaluated, within the limits of the law and this policy and subject to reasonable time, place, and manner restrictions. Among the rights available to the public is the right to access public data as provided by Minn. Stat. § 13.43, Subd. 2 (Public Data).

VI. PROCEDURES

A. Agenda Items

- 1. Persons who wish to have a subject discussed at a public school board

meeting are encouraged to notify the superintendent's office in advance of the school 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.

2. Persons who wish to address the school board on a particular subject should identify the subject and identify agenda item(s) to which their comments pertain.
3. The school board chair will recognize one speaker at a time and will rule out of order other speakers who are not recognized. Only those speakers recognized by the chair will be allowed to speak. Comments by others are out of order. Individuals who interfere with or interrupt speakers, the school board, or the proceedings may be directed to leave.
4. The school board retains the discretion to limit discussion of any agenda item to a reasonable period of time as determined by the school board. If a group or organization wishes to address the school board on a topic, the school board reserves the right to require designation of one or more representatives or spokespersons to speak on behalf of the group or organization.
5. Matters proposed for placement on the agenda which may involve data privacy concerns, which may involve preliminary allegations, or which may be potentially libelous or slanderous in nature shall not be considered in public, but shall be processed as determined by the school board in accordance with governing law.
6. The school board chair shall promptly rule out of order any discussion by any person, including school board members, that would violate the provisions of state or federal law, this policy or the statutory rights of privacy of an individual.
7. Personal attacks by anyone addressing the school board are unacceptable. Persistence in such remarks by an individual shall terminate that person's privilege to address the school board.
8. Depending upon the number of persons in attendance seeking to be heard, the school board reserves the right to impose such other limitations and restrictions as necessary in order to provide an orderly, efficient, and fair opportunity for those present to be heard.

B. Complaints

1. Routine complaints about a teacher or other employee should first be directed to that teacher or employee or to the employee's immediate supervisor.

2. If the complaint is against an employee relating to child abuse, discrimination, racial, religious, or sexual harassment, or other activities involving an intimidating atmosphere, the complaint should be directed to the employee's supervisor or other official as designated in the school district policy governing that kind of complaint. In the absence of a designated person, the matter should be referred to the superintendent.
3. Unresolved complaints from Paragraph 1. of this section or problems concerning the school district should be directed to the superintendent's office.
4. Complaints which are unresolved at the superintendent's level may be brought before the school board by notifying the school board in writing.

C. Open Forum

The school board shall normally provide a specified period of time when persons may address the school board on any topic, subject to the limitations of this policy. The school board reserves the right to allocate a specific period of time for this purpose and limit time for speakers accordingly.

The school board may decide to hold certain types of public meetings where the public will not be invited to address the school board. Possible examples are work sessions and board retreats. The public will still be entitled to notice of these meetings and will be allowed to attend these meetings, but the public will not be allotted time during the meeting to address the board.

D. No Board Action at Same Meeting

Except as determined by the school board to be necessary or in an emergency, the school board will not take action at the same meeting on an item raised for the first time by the public.

VII. PENALTIES FOR VIOLATION OF DATA PRIVACY

- A. The school district is liable for damages, costs and attorneys' fees, and, in the event of a willful violation, punitive damages for violation of state data privacy laws. (Minn. Stat. § 13.08, Subd. 1)
- B. A person who willfully violates data privacy or whose conduct constitutes the knowing unauthorized acquisition of not public data is guilty of a misdemeanor. (Minn. Stat. § 13.09)
- C. In the case of an employee, willful violation of the Minnesota data practices law, Chapter 13, and any rules adopted thereunder, including any action subject to a criminal penalty, constitutes just cause for suspension without pay or dismissal. (Minn. Stat. § 13.09)

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 13.43 (Personnel Data)
Minn. Stat. § 13.601, Subd. 3 (Applicants for Appointment)
Minn. Stat. § 13D.05 (Open Meeting Law)
Minn. Stat. § 121A.47, Subd. 5 (Student Dismissal Hearing)
Minn. Stat. § 122A.33, Subd. 3 (Coaches; Opportunity to Respond)
Minn. Stat. § 122A.40, Subd. 14 (Teacher Discharge Hearing)
Minn. Stat. § 122A.44 (Contracting with Teachers)
Minn. Stat. § 123B.02, Subd. 14 (Employees; Contracts for Services)
Minn. Stat. § 123B.143, Subd. 2 (Disclose Past Buyouts or Contract is Void)
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
Minn. Stat. § 626.556 (Reporting of Maltreatment of Minors)
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)
Minn. Op. Atty. Gen. 852 (July 14, 2006)

Cross References: MSBA/MASA Model Policy 205 (Open Meetings and Closed Meetings)
MSBA/MASA Model Policy 207 (Public Hearings)
MSBA/MASA Model Policy 406 (Public and Private Personnel Data)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
MSBA Service Manual, Chapter 13, School Law Bulletin “C” (Minnesota’s Open Meeting Law)
MSBA Service Manual, Chapter 13, School Law Bulletin “I” (School Records – Privacy – Access to Data)

Adopted: _____

MSBA/MASA Model Policy 206

Orig. 1995

Revised: _____

Rev. 2012~~27~~

206 PUBLIC PARTICIPATION IN SCHOOL BOARD MEETINGS/COMPLAINTS ABOUT PERSONS AT SCHOOL BOARD MEETINGS AND DATA PRIVACY CONSIDERATIONS

I. PURPOSE

- A. The school board recognizes the value of participation by the public in deliberations and decisions on school district matters. At the same time, the school board recognizes the importance of conducting orderly and efficient proceedings, with opportunity for expression of all participants' respective views.
- B. The purpose of this policy is to provide procedures to assure open and orderly public discussion as well as to protect the due process and privacy rights of individuals under the law.

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- B. The school board shall, as a matter of policy, protect the legal rights to privacy and due process of employees and students.

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- B. Personnel data on current and former employees that is "public" includes:

Name; employee identification number, which must not be the employee's social security number; actual gross salary; salary range; terms and conditions of employment relationship; contract fees; actual gross pension; the value and nature of employer paid fringe benefits; the basis for and the amount of any added remuneration, including expense reimbursement, in addition to salary; bargaining unit; job title; job description; education and training background; previous work experience; date of first and last employment; the existence and status of any complaints or charges against the employee, regardless of whether the complaint or charge resulted in a disciplinary action; the final disposition of any disciplinary action as defined in Minn. Stat. § 13.43, Subd. 2(b), together with the specific reasons for the action and data documenting the basis of the action, excluding data that would identify confidential sources who are employees of the public body; the complete terms of any agreement settling any dispute arising out of the employment relationship, including a buyout agreement as defined in Minn. Stat. § 123B.143, Subd. 2, except that the agreement must include specific reasons for the agreement if it involves the payment of more than \$10,000 of public money; work location; work telephone number; badge number; work-related continuing education; honors and

awards received; and payroll time sheets or other comparable data that are only used to account for employee's work time for payroll purposes, except to the extent that release of time sheet data would reveal the employee's reasons for the use of sick or other medical leave or other not public data.

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Veteran status; relevant test scores; rank on eligible list; job history; education and training; and work availability. Names of applicants shall be private data except when certified as eligible for appointment to a vacancy or when applicants are considered by the appointing authority to be finalists for a position in public employment. For purposes of this subdivision, "finalist" means an individual who is selected to be interviewed by the appointing authority prior to selection.

- D. "Educational data" means data maintained by the school district which relates to a student.

- E. "Student" means an individual currently or formerly enrolled or registered in the school district, or applicants for enrollment, or individuals who receive shared time services.

- F. Data about applicants for appointments to a public body, including a school board, collected by the school district as a result of the applicant's application for appointment to the public body are private data on individuals, except that the following are public: name; city of residence, except where the appointment has a residency requirement that requires the entire address to be public; education and training; employment history; volunteer work; awards and honors; prior government service; any data required to be provided or that is voluntarily provided in an application to a multimember agency pursuant to Minn. Stat. § 15.0597; and veteran status. Once an individual has been appointed to a public body, the following additional items of data are public: residential address; either a telephone number or electronic mail address where the appointee can be reached, or both at the request of the appointee; the first and last dates of service on the public body; the existence and status of any complaints or charges against an appointee; and, upon completion of an investigation of a complaint or charge against an appointee, the final investigative report unless access to the data would jeopardize an active investigation. Any electronic mail address or telephone number provided by a public body for use by an appointee shall be public. An appointee may use an electronic mail address or telephone number provided by the public body as the designated electronic mail address or telephone number at which the appointee can be reached.

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 3. right to consideration by the school board of certain data treated as not public as provided in Minn. Stat. § 13D.05 (Not Public Data);

4. right to a private hearing for licensed or nonlicensed head varsity coaches to discuss reasons for nonrenewal of a coaching contract pursuant to Minn. Stat. § 122A.33, Subd. 3.
- B. School district students have a legal right to privacy related to matters which may come before the school board, including, but not limited to, the following:
1. right to a private hearing, Minn. Stat. § 121A.47, Subd. 5 (Student Dismissal Hearing);
 2. right to privacy of educational data, Minn. Stat. § 13.32 (Educational Data); 20 U.S.C. § 1232g (FERPA);
 3. right to privacy of complaints as provided by child abuse reporting and discrimination laws, Minn. Stat. [Ch. 260E §-626.556](#) (Reporting of Maltreatment of Minors) and Minn. Stat. Ch. 363A (Minnesota Human Rights Act).

V. THE PUBLIC'S OPPORTUNITY TO BE HEARD

The school board will strive to give all persons an opportunity to be heard and to have complaints considered and evaluated, within the limits of the law and this policy and subject to reasonable time, place, and manner restrictions. Among the rights available to the public is the right to access public data as provided by Minn. Stat. § 13.43, Subd. 2 (Public Data).

VI. PROCEDURES

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4. The school board retains the discretion to limit discussion of any agenda item to a reasonable period of time as determined by the school board. If a group or organization wishes to address the school board on a topic, the school board reserves the right to require designation of one or more representatives or spokespersons to speak on behalf of the group or organization.
5. Matters proposed for placement on the agenda which may involve data privacy concerns, which may involve preliminary allegations, or which may be potentially libelous or slanderous in nature shall not be considered in public, but shall be processed as determined by the school board in accordance with

governing law.

6. The school board chair shall promptly rule out of order any discussion by any person, including school board members, that would violate the provisions of state or federal law, this policy or the statutory rights of privacy of an individual.
7. Personal attacks by anyone addressing the school board are unacceptable. Persistence in such remarks by an individual shall terminate that person's privilege to address the school board.
8. Depending upon the number of persons in attendance seeking to be heard, the school board reserves the right to impose such other limitations and restrictions as necessary in order to provide an orderly, efficient, and fair opportunity for those present to be heard.

B. Complaints

1. Routine complaints about a teacher or other employee should first be directed to that teacher or employee or to the employee's immediate supervisor.
2. If the complaint is against an employee relating to child abuse, discrimination, racial, religious, or sexual harassment, or other activities involving an intimidating atmosphere, the complaint should be directed to the employee's supervisor or other official as designated in the school district policy governing that kind of complaint. In the absence of a designated person, the matter should be referred to the superintendent.
3. Unresolved complaints from Paragraph 1. of this section or problems concerning the school district should be directed to the superintendent's office.
4. Complaints which are unresolved at the superintendent's level may be brought before the school board by notifying the school board in writing.

C. Open Forum

The school board shall normally provide a specified period of time when persons may address the school board on any topic, subject to the limitations of this policy. The school board reserves the right to allocate a specific period of time for this purpose and limit time for speakers accordingly.

The school board may decide to hold certain types of public meetings where the public will not be invited to address the school board. Possible examples are work sessions and board retreats. The public will still be entitled to notice of these meetings and will be allowed to attend these meetings, but the public will not be allotted time during the meeting to address the board.

D. No Board Action at Same Meeting

Except as determined by the school board to be necessary or in an emergency, the school board will not take action at the same meeting on an item raised for the first time by the public.

VII. PENALTIES FOR VIOLATION OF DATA PRIVACY

- A. The school district is liable for damages, costs and attorneys' fees, and, in the event of a willful violation, punitive damages for violation of state data privacy laws. (Minn. Stat. § 13.08, Subd. 1)
- B. A person who willfully violates data privacy or whose conduct constitutes the knowing unauthorized acquisition of not public data is guilty of a misdemeanor. (Minn. Stat. § 13.09)
- C. In the case of an employee, willful violation of the Minnesota data practices law, Chapter 13, and any rules adopted thereunder, including any action subject to a criminal penalty, constitutes just cause for suspension without pay or dismissal. (Minn. Stat. § 13.09)

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 13.43 (Personnel Data)
Minn. Stat. § 13.601, Subd. 3 (Applicants for Appointment)
Minn. Stat. § 13D.05 ([Meetings Having Data Classified as Public](#)) ~~Open Meeting Law~~
Minn. Stat. § 121A.47, Subd. 5 ([Exclusion and Expulsion Procedures; Closed or Open Meeting](#)) ~~Student Dismissal Hearing~~
Minn. Stat. § 122A.33, Subd. 3 ([License and Degree Exemption for Head Coach; Notice of Nonrenewal; Opportunity to Respond](#)) ~~Coaches; Opportunity to Respond~~
Minn. Stat. § 122A.40, Subd. 14 ([Employment; Contracts; Termination; Hearing Procedures](#)) ~~Teacher Discharge Hearing~~
Minn. Stat. § 122A.44 (Contracting with Teachers; [Substitute Teachers](#))
Minn. Stat. § 123B.02, Subd. 14 ([General Powers of Independent School Districts](#); Employees; Contracts for Services)
Minn. Stat. § 123B.143, Subd. 2 ([Superintendents](#); Disclose Past Buyouts or Contract is Void)
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
Minn. Stat. ~~Ch. 260E § 626.556~~ (Reporting of Maltreatment of Minors)
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)
Minn. Op. Atty. Gen. 852 (July 14, 2006)

Cross References: MSBA/MASA Model Policy 205 (Open Meetings and Closed Meetings)
MSBA/MASA Model Policy 207 (Public Hearings)
MSBA/MASA Model Policy 406 (Public and Private Personnel Data)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
MSBA ~~Service Manual, Chapter 13,~~ School Law Bulletin "C" (Minnesota's Open Meeting Law)
MSBA ~~Service Manual, Chapter 13,~~ School Law Bulletin "I" (School Records – Privacy – Access to Data)

Adopted: _____

MSBA/MASA Model Policy 210

Orig. 1995

Revised: _____

Rev. 2008

210 CONFLICT OF INTEREST – SCHOOL BOARD MEMBERS

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

I. PURPOSE

The purpose of this policy is to observe state statutes regarding conflicts of interest and to engage in school district business activities in a fashion designed to avoid any conflict of interest or the appearance of impropriety.

II. GENERAL STATEMENT OF POLICY

It is the policy of the school board to contract for goods and services in conformance with statutory conflict of interest laws and in a manner that will avoid any conflict of interest or the appearance thereof. Accordingly, the school board will contract under the statutory exception provisions only when it is clearly in the best interest of the school district because of limitations that may exist on goods or services otherwise available to the school district.

III. GENERAL PROHIBITIONS AND RECOGNIZED STATUTORY EXCEPTIONS

- A. A school board member who is authorized to take part in any manner in making any sale, lease, or contract in his or her official capacity shall not voluntarily have a personal financial interest in that sale, lease, or contract or personally benefit financially therefrom.
- B. In the following circumstances, however, the school board may as an exception, by unanimous vote, contract for goods or services with a school board member of the school district:
 - 1. In the designation of a bank or savings association, in which a school board member is interested, as an authorized depository for school district funds and as a source of borrowing, provided such deposited funds are protected in accordance with Minn. Stat. Ch. 118A. Any school board member having said interest shall disclose that interest and the interest shall be entered upon the minutes of the school board. Disclosure must be made when such bank or savings association is first designated as a depository or source of borrowing, or when such school board member is elected, whichever is later. Disclosure serves as notice of the interest and must only be made once;
 - 2. The designation of an official newspaper, or publication of official matters therein, in which the school board member is interested when it is the only

newspaper complying with statutory requirements relating to the designation or publication;

3. A contract with a cooperative association of which the school board member is a shareholder or stockholder but not an officer or manager;
4. A contract for which competitive bids are not required by law. A contract made under this exception will be void unless the following procedures are observed:
 - a. The school board must authorize the contract in advance of its performance by adopting a resolution setting out the essential facts and determining that the contract price is as low as or lower than the price at which the goods or services could be obtained elsewhere.
 - b. In the case of an emergency when the contract cannot be authorized in advance, payment of the claims must be authorized by a like resolution wherein the facts of the emergency are also stated.
 - c. Before a claim is paid, the interested school board member must file with the clerk of the school board an affidavit stating:
 - (1) The name of the school board member and the office held;
 - (2) An itemization of the goods or services furnished;
 - (3) The contract price;
 - (4) The reasonable value;
 - (5) The interest of the school board member in the contract; and
 - (6) That to the best of the school board member's knowledge and belief, the contract price is as low as, or lower than, the price at which the goods or services could be obtained from other sources.
5. A school board member may contract with the school district to provide construction materials or services, or both, when the sealed bid process is used. When the contract comes before the school board for consideration, the interested school board member may not vote on the contract. (*Note: This section applies only where the school district has a population of 1,000 or less according to the last federal census.*)
6. A school board member may rent space in a public facility at a rate

commensurate with that paid by other members of the public.

- C. In the following circumstances, the school board may as an exception, by majority vote at a meeting where all school board members are present, contract for services with a school board member of the school district: A school board member may be newly employed or may continue to be employed by the school district as an employee where there is a reasonable expectation on July 1, or at the time the contract is entered into or extended, that the amount to be earned by that school board member under that contract or employment relationship, will not exceed \$8,000 in that fiscal year. If the school board member does not receive majority approval to be initially employed or to continue in employment at a meeting where all school board members are present, that employment must be immediately terminated and that school board member will have no further rights to employment while serving as a school board member in the school district.
- D. The school board may contract with a class of school district employees, such as teachers or custodians, where the spouse of a school board member is a member of the class of employees contracting with the school board and the employee spouse receives no special monetary or other benefit that is substantially different from the benefits that other members of the class receive under the employment contract. In order for the school board to invoke this exception, it must have a majority of disinterested school board members vote to approve the contract, direct the school board member spouse to abstain from voting to approve the contract, and publicly set out the essential facts of the contract at the meeting where the contract is approved.

IV. LIMITATIONS ON RELATED EMPLOYEES

- A. The school board can hire or dismiss teachers only at duly called meetings. Where a husband and wife, brother and sister, or two brothers or sisters, constitute a quorum, no contract employing a teacher may be made or authorized except upon the unanimous vote of the full school board.
- B. The school board may not employ any teacher related by blood or marriage to a school board member, within the fourth degree as computed by the civil law, except by a unanimous vote of the full school board.

V. CONFLICTS PRIOR TO TAKING OFFICE

A school board member with personal financial interest in a sale, lease, or contract with the school district which was entered before the school board member took office and presents an actual or potential conflict of interest, shall immediately notify the school board of such interest. It shall thereafter be the responsibility of the school board member to refrain from participating in any action relating to the sale, lease, or contract. At the time of renewal of any such sale, lease, or contract, the school board may enter into or renew such sale, lease, or contract only if it falls within one of the enumerated exceptions for contracts relating to goods or services provided above and if the procedures provided in this policy are followed.

VI. DETERMINATION AS TO WHETHER A CONFLICT OF INTEREST EXISTS

The determination as to whether a conflict of interest exists is to be made by the school board. Any school board member who has an actual or potential conflict shall notify the school board of such conflict immediately. The school board member shall thereafter cooperate with the school board as necessary for the school board to make its determination.

Legal References: Minn. Stat. § 122A.40, Subd. 3 (Teacher Hiring, Dismissal)
Minn. Stat. § 123B.195 (Board Member's Right to Employment)
Minn. Stat. § 471.87 (Public Officers; Interest in Contract; Penalty)
Minn. Stat. § 471.88, Subds. 2, 3, 4, 5, 12, 13, and 21 (Exceptions)
Minn. Stat. § 471.89 (Contract, When Void)
Op. Atty. Gen. 90-A (Aug. 14, 1957)
Op. Atty. Gen. 90-C-5 (July 30, 1940)
Op. Atty. Gen. 437-A-4 (March 15, 1935)

Cross References: MSBA/MASA Model Policy 101 (Legal Status of the School Board)
MSBA/MASA Model Policy 209 (Code of Ethics)
MSBA Service Manual, Chapter 1, School District Governance, Powers and Duties

Adopted: _____

MSBA/MASA Model Policy 210

Orig. 1995

Revised: _____

Rev. 202208

210 CONFLICT OF INTEREST – SCHOOL BOARD MEMBERS

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

I. PURPOSE

The purpose of this policy is to observe state statutes regarding conflicts of interest and to engage in school district business activities in a fashion designed to avoid any conflict of interest or the appearance of impropriety.

II. GENERAL STATEMENT OF POLICY

It is the policy of the school board to contract for goods and services in conformance with statutory conflict of interest laws and in a manner that will avoid any conflict of interest or the appearance thereof. Accordingly, the school board will contract under the statutory exception provisions only when it is clearly in the best interest of the school district because of limitations that may exist on goods or services otherwise available to the school district.

III. GENERAL PROHIBITIONS AND RECOGNIZED STATUTORY EXCEPTIONS

- A. A school board member who is authorized to take part in any manner in making any sale, lease, or contract in his or her official capacity shall not voluntarily have a personal financial interest in that sale, lease, or contract or personally benefit financially therefrom.
- B. In the following circumstances, however, the school board may as an exception, by unanimous vote, contract for goods or services with a school board member of the school district:
 1. In the designation of a bank or savings association, in which a school board member is interested, as an authorized depository for school district funds and as a source of borrowing, provided such deposited funds are protected in accordance with Minn. Stat. Ch. Minnesota Statutes chapter 118A. Any school board member having said interest shall disclose that interest and the interest shall be entered upon the school board minutes ~~of the school board~~. Disclosure ~~must shall~~ be made when such bank or savings association is first designated as a depository or source of borrowing, or when such school board member is elected, whichever is later. Disclosure serves as notice of the interest and ~~must~~ need only be made once;
 2. The designation of an official newspaper, or publication of official matters therein, in which the school board member is interested when it is the only newspaper complying with statutory requirements relating to the designation or publication;
 3. A contract with a cooperative association of which the school board member is a shareholder or stockholder but not an officer or manager;
 4. A contract for which competitive bids are not required by law. A contract made under this exception will be void unless the following procedures are observed:

- a. The school board ~~must~~ shall authorize the contract in advance of its performance by adopting a resolution setting out the essential facts and determining that the contract price is as low as or lower than the price at which the goods or services could be obtained elsewhere.
 - b. In the case of an emergency when the contract cannot be authorized in advance, payment of the claims must be authorized by a like resolution wherein the facts of the emergency are also stated.
 - c. Before a claim is paid, the interested school board member shall ~~must~~ file with the clerk of the school board an affidavit stating:
 - (1) The name of the school board member and the office held;
 - (2) An itemization of the goods or services furnished;
 - (3) The contract price;
 - (4) The reasonable value;
 - (5) The interest of the school board member in the contract; and
 - (6) That to the best of the school board member's knowledge and belief, the contract price is as low as, or lower than, the price at which the goods or services could be obtained from other sources.
 5. A school board member may contract with the school district to provide construction materials or services, or both, when the sealed bid process is used. When the contract comes before the school board for consideration, the interested school board member may not vote on the contract. (**Note:** *This section applies only when the school district has a population of 1,000 or less according to the last federal census.*)
 6. A school board member may rent space in a public facility at a rate commensurate with that paid by other members of the public.
- C. In the following circumstances, the school board may as an exception, by majority vote at a meeting ~~where at which~~ all school board members are present, contract for services with a school board member of the school district: A school board member may be newly employed or may continue to be employed by the school district as an employee ~~where only if~~ there is a reasonable expectation on July 1, or at the time the contract is entered into or extended, that the amount to be earned by that school board member under that contract or employment relationship, will not exceed \$~~208~~,000 in that fiscal year. If the school board member does not receive majority approval to be initially employed or to continue in employment at a meeting ~~where at which~~ all school board members are present, that employment ~~must be~~ immediately terminated and that school board member ~~will have~~ has no further rights to employment while serving as a school board member in the school district.
- [Note: The \$8,000 figure increased to \$20,000 effective July 1, 2022]**
- D. The school board may contract with a class of school district employees, such as teachers or custodians, ~~where when~~ the spouse of a school board member is a member

of the class of employees contracting with the school board and the employee spouse receives no special monetary or other benefit that is substantially different from the benefits that other members of the class receive under the employment contract. ~~In order for~~ For the school board to invoke this exception, it must have a majority of disinterested school board members vote to approve the contract, direct the school board member spouse to abstain from voting to approve the contract, and publicly set out the essential facts of the contract at the meeting ~~where-in which~~ the contract is approved.

IV. LIMITATIONS ON RELATED EMPLOYEES

- A. The school board ~~can~~ must hire or dismiss teachers only at duly called meetings. ~~Where~~ When a husband and wife, brother and sister, or two brothers or sisters, constitute a quorum, no contract employing a teacher may be made or authorized except upon the unanimous vote of the full school board.
- B. The school board may not employ any teacher related by blood or marriage to a school board member, within the fourth degree as computed by the civil law, except by a unanimous vote of the full school board.

V. CONFLICTS PRIOR TO TAKING OFFICE

A school board member with personal financial interest in a sale, lease, or contract with the school district which was entered before the school board member took office and presents an actual or potential conflict of interest, shall immediately notify the school board of such interest. It shall thereafter be the responsibility of the school board member to refrain from participating in any action relating to the sale, lease, or contract. At the time of renewal of any such sale, lease, or contract, the school board may enter into or renew such sale, lease, or contract only if it falls within one of the enumerated exceptions for contracts relating to goods or services provided above and if the procedures provided in this policy are followed.

VI. DETERMINATION AS TO WHETHER A CONFLICT OF INTEREST EXISTS

The determination as to whether a conflict of interest exists is to be made by the school board. Any school board member who has an actual or potential conflict shall notify the school board of such conflict immediately. The school board member shall thereafter cooperate with the school board as necessary for the school board to make its determination.

Legal References: Minn. Stat. § 122A.40, Subd. 3 (~~Employment; Contracts; Termination~~)~~Teacher Hiring, Dismissal~~
Minn. Stat. § 123B.195 (Board Member's Right to Employment)
Minn. Stat. § 471.87 (Public Officers; Interest in Contract; Penalty)
Minn. Stat. § 471.88, Subds. 2, 3, 4, 5, 12, 13, and 21 (Exceptions)
Minn. Stat. § 471.89 (Contract, When Void)
Op. Atty. Gen. 437-A-4, March 15, 1935
Op. Atty. Gen. 90-C-5, July 30, 1940
Op. Atty. Gen. 90-A, August 14, 1957

Cross References: MSBA/MASA Model Policy 101 (Legal Status of the School Board)
MSBA/MASA Model Policy 209 (Code of Ethics)
~~MSBA Service Manual, Chapter 1, School District Governance, Powers and Duties~~

Adopted: _____

MSBA/MASA Model Policy 404

Orig. 1995

Revised: _____

Rev. 2018

404 EMPLOYMENT BACKGROUND CHECKS

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

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. PROCEDURES

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

The school district may conditionally hire an applicant or allow an individual to provide services pending completion of the background check but shall notify the individual that the individual's employment or opportunity to provide services may be terminated based on the result of the background check. Background checks will be performed by the Minnesota Bureau of Criminal Apprehension (BCA). The BCA shall conduct the background check by retrieving criminal history data as defined in Minn. Stat. § 13.87. The school district reserves the right to also have criminal history background checks conducted by other organizations or agencies.

- B. In order for an individual to be eligible for employment or to provide athletic coaching services or other extracurricular academic coaching services to the school district, except for an enrolled student volunteer, the individual must sign a criminal history consent form, which provides permission for the school district to conduct a criminal history background check, and provide a money order or check payable to either the BCA or to the school district, at the election of the school district, in an amount equal to the actual cost to the BCA and the school district of conducting the criminal history background check. The cost of the criminal history background check is the responsibility of the individual, unless the school district decides to pay the costs for a volunteer, an independent contractor, or a student employee. If the individual fails to provide the school district with a signed Informed Consent Form and fee at the time the individual receives a job offer, or permission to provide services, the individual will be considered to have voluntarily withdrawn the application for employment or request to provide services.

[Note: If the school district elects to receive payment, it may, at its discretion, accept payment in the form of a negotiable instrument other than a money order or check and then pay the superintendent of the BCA directly to conduct the background check.]

- C. The school district, in its discretion, may elect not to request a criminal history background check on an individual who holds an initial entrance license issued by the Minnesota Professional Educator Licensing and Standards Board or the commissioner of education within the 12 months preceding an offer of employment or permission to provide services.
- D. The school district may use the results of a criminal background check conducted at the request of another school hiring authority if:
1. the results of the criminal background check are on file with the other school hiring authority or otherwise accessible;
 2. the other school hiring authority conducted a criminal background check within the previous 12 months;
 3. the individual executes a written consent form giving the school district access to the results of the check; and

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

IV. CRIMINAL HISTORY CONSENT FORM

A form to obtain consent for a criminal history background check is included with this

policy.

Legal References: Minn. Stat. § 13.04, Subd. 4 (Inaccurate or Incomplete Data)
Minn. Stat. § 13.87, Subd. 1 (Criminal History Data)
Minn. Stat. § 123B.03 (Background Check)
Minn. Stat. §§ 299C.60-299C.64 (Minnesota Child Protection Background
Check Act)
Minn. Stat. § 364.09(b) (Exception for School Districts)

Cross References:

Adopted: _____

MSBA/MASA Model Policy 404

Orig. 1995

Revised: _____

Rev. 2018-2022

404 EMPLOYMENT BACKGROUND CHECKS

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

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. PROCEDURES

- A. Normally an individual will not commence employment or provide services until the school district receives the results of the criminal history background check. The school district may conditionally hire an applicant or allow an individual to provide services pending completion of the background check but shall notify the individual that the individual's employment or opportunity to provide services may be terminated based on the result of the background check. Background checks will be performed by the Minnesota Bureau of Criminal Apprehension (BCA). The BCA shall conduct the background check by retrieving criminal history data as defined in [Minn. Stat. §Minnesota Statutes section 13.87](#). The school district reserves the right to also have criminal history background checks conducted by other organizations or agencies.

- B. In order for an individual to be eligible for employment or to provide athletic coaching services or other extracurricular academic coaching services to the school district, except for an enrolled student volunteer, the individual must sign a criminal history consent form, which provides permission for the school district to conduct a criminal history background check, and provide a money order or check payable to either the BCA or to the school district, at the election of the school district, in an amount equal to the actual cost to the BCA and the school district of conducting the criminal history background check. The cost of the criminal history background check is the responsibility of the individual, unless the school district decides to pay the costs for a volunteer, an independent contractor, or a student employee. If the individual fails to provide the school district with a signed Informed Consent Form and fee at the time the individual receives a job offer, or permission to provide services, the individual will be considered to have voluntarily withdrawn the application for employment or request to provide services.

[Note: If the school district elects to receive payment, it may, at its discretion, accept payment in the form of a negotiable instrument other than a money order or check and then pay the superintendent of the BCA directly to conduct the background check.]

- C. The school district, in its discretion, may elect not to request a criminal history background check on an individual who holds an initial entrance license issued by the Minnesota Professional Educator Licensing and Standards Board or the [Minnesota Commissioner of Education](#) within the 12 months preceding an offer of employment or permission to provide services.
- D. The school district may use the results of a criminal background check conducted at the request of another school hiring authority if:
1. the results of the criminal background check are on file with the other school hiring authority or otherwise accessible;
 2. the other school hiring authority conducted a criminal background check within the previous 12 months;
 3. the individual executes a written consent form giving the school district access to the results of the check; and
 4. there is no reason to believe that the individual has committed an act subsequent to the check that would disqualify the individual for employment or provision of services.
- E. For all nonstate residents who are offered employment with or the opportunity to provide athletic coaching services or other extracurricular academic coaching services to the school district, the school district shall request a criminal history background check on such individuals from the superintendent of the BCA and from the government agency performing the same function in the resident state or, if no government entity performs the same function in the resident state, from the Federal Bureau of Investigation. The offer of employment or the opportunity to provide services shall be conditioned upon a determination by the school district that an individual's criminal history does not preclude the individual from employment with, or provision of services to, the school district. Such individuals must provide an executed criminal history consent form.
- F. When required, individuals must provide fingerprints to assist in a criminal history

background check. If the fingerprints provided by the individual are unusable, the individual will be required to submit another set of prints.

- G. Copies of this policy shall be available in the school district's employment office and will be distributed to applicants for employment and individuals who are offered the opportunity to provide athletic coaching services or other extracurricular academic coaching services upon request. The need to submit to a criminal history background check may be included with the basic criteria for employment or provision of services in the position posting and position advertisements.
- H. The individual will be informed of the results of the criminal background check(s) to the extent required by law.
- I. If the criminal history background check precludes employment with, or provision of services to, the school district, the individual will be so advised.
- J. The school district may apply these procedures to other volunteers, independent contractors, or student employees.
- K. At the beginning of each school year or when a student enrolls, the school district will notify parents and guardians about this policy and identify those positions subject to a background check and the extent of the school district's discretion in requiring a background check. The school district may include this notice in its student handbook, a school policy guide, or other similar communication. A form notice for this purpose is included with this policy.

IV. CRIMINAL HISTORY CONSENT FORM

A form to obtain consent for a criminal history background check is included with this policy.

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

Cross References: None

Adopted: _____

MSBA/MASA Model Policy 405

Orig. 1995

Revised: _____

Rev. 2016

405 VETERAN'S PREFERENCE

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

I. PURPOSE

The purpose of this policy is to comply with the Minnesota Veterans Preference Act (VPA) which provides preference points for veterans applying for employment with political subdivisions, including school districts, as well as additional rights for veterans in the discharge process.

II. GENERAL STATEMENT OF POLICY

- A. The school district's policy is to comply with the VPA regarding veteran's preference rights and mandated preference points to veterans and spouses of deceased veterans or disabled veterans.
- B. The school district's policy is also to comply with the VPA requirement that no covered veteran may be removed from public employment except for incompetency or misconduct shown after a hearing upon due notice, upon stated charges, and in writing. This paragraph does not apply to the position of teacher.
- C. Veteran's preference points will be applied pursuant to applicable law as follows:
 - 1. A credit of ten points shall be added to the competitive open examination rating of a non-disabled veteran, who so elects, provided that the veteran obtained a passing rating on the examination without the addition of the credit points.
 - 2. A credit of fifteen points shall be added to the competitive open examination rating of a disabled veteran, who so elects, provided that the veteran obtained a passing rating on the examination without the addition of the credit points.
 - 3. A credit of five points shall be added to the competitive promotional examination rating of a disabled veteran, who so elects, provided that (a) the veteran obtained a passing rating on the examination without the addition of the credit points and (b) the veteran is applying for a first promotion after securing public employment.
 - 4. A preference may be used by the surviving spouse of a deceased veteran and by the spouse of a disabled veteran who, because of the disability, is unable to qualify.

- D. Eligibility for and application of veteran's preference, the definition of a veteran, and the definition of a disabled veteran for purposes of this policy will be pursuant to the VPA.
- E. When notifying applicants that they have been accepted into the selection process, the school district shall notify applicants that they may elect to use veteran's preference.
- F. The school district's policy is to use a 100-point hiring system to enable allocation of veteran's preference points. The school district may or may not use a 100-point hiring system for filling teaching positions. If a 100-point hiring system is not used for filling a teaching position, preference points will not be added, but all veteran applicants who have proper licensure for the teaching position will be granted an interview for the position.
- G. If the school district rejects a member of the finalist pool who has claimed veteran's preference, the school district shall notify the finalist in writing of the reasons for the rejection and file the notice with the school district's personnel officer.

[Note: A school district may require a veteran to complete an initial hiring probationary period as defined in Minn. Stat. § 43A.16.]

- H. In accordance with the VPA, no honorably discharged veteran shall be removed from a position of employment except for incompetency, misconduct, or good faith abolishment of position.
 - 1. Incompetency or misconduct must be shown after a hearing, upon due notice, upon stated charges, in writing.
 - 2. A veteran must irrevocably elect to be governed either by the VPA or by arbitration provisions set forth in a collective bargaining agreement in the event of a discharge.
- I. The VPA and the provisions of this policy do not apply to the position of private secretary, superintendent, head of a department, or any person holding a strictly confidential relation to the school board or school district. The VPA and the provisions of this policy apply to teachers only with respect to the hiring process, as set forth in Paragraph F., above.

Legal References: Minn. Stat. § 43A.11 (Veteran's Preference)
 Minn. Stat. § 197.455 (Veteran's Preference Applied)
 Minn. Stat. § 197.46 (Veterans Preference Act)
Hall v. City of Champlin, 463 N.W.2d 502 (Minn. 1990)
Young v. City of Duluth, 410 N.W.2d 27 (Minn. Ct. App. 1987)

Cross References: MSBA/MASA Model Policy 401 (Equal Employment Opportunity)

Adopted: _____

MSBA/MASA Model Policy 405

Orig. 1995

Revised: _____

Rev. ~~2012~~ 2016

405 VETERAN'S PREFERENCE

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

I. PURPOSE

The purpose of this policy is to comply with the Minnesota Veterans Preference Act (VPA) which provides preference points for veterans applying for employment with political subdivisions, including school districts, as well as additional rights for veterans in the discharge process.

II. GENERAL STATEMENT OF POLICY

- A. The school district's policy is to comply with the VPA regarding veteran's preference rights and mandated preference points to veterans and spouses of deceased veterans or disabled veterans.
- B. The school district's policy is also to comply with the VPA requirement that no covered veteran may be removed from public employment except for incompetency or misconduct shown after a hearing upon due notice, upon stated charges, and in writing. This paragraph does not apply to the position of teacher.
- C. Veteran's preference points will be applied pursuant to applicable law as follows:
 - 1. A credit of ten points shall be added to the competitive open examination rating of a non-disabled veteran, who so elects, provided that the veteran obtained a passing rating on the examination without the addition of the credit points.
 - 2. A credit of fifteen points shall be added to the competitive open examination rating of a disabled veteran, who so elects, provided that the veteran obtained a passing rating on the examination without the addition of the credit points.
 - 3. A credit of five points shall be added to the competitive promotional examination rating of a disabled veteran, who so elects, provided that (a) the veteran obtained a passing rating on the examination without the addition of the credit points and (b) the veteran is applying for a first promotion after securing public employment.
 - 4. A preference may be used by the surviving spouse of a deceased veteran and by the spouse of a disabled veteran who, because of the disability, is unable to qualify.

- D. Eligibility for and application of veteran's preference, the definition of a veteran, and the definition of a disabled veteran for purposes of this policy will be pursuant to the VPA.
- E. When notifying applicants that they have been accepted into the selection process, the school district shall notify applicants that they may elect to use veteran's preference.
- F. The school district's policy is to use a 100-point hiring system to enable allocation of veteran's preference points. The school district may or may not use a 100-point hiring system for filling teaching positions. If a 100-point hiring system is not used for filling a teaching position, preference points will not be added, but all veteran applicants who have proper licensure for the teaching position will be granted an interview for the position.
- G. If the school district rejects a member of the finalist pool who has claimed veteran's preference, the school district shall notify the finalist in writing of the reasons for the rejection and file the notice with the school district's personnel officer.

[Note: A school district may require a veteran to complete an initial hiring probationary period as defined in Minnesota Statutes section 43A.16.]

- H. In accordance with the VPA, no honorably discharged veteran shall be removed from a position of employment except for incompetency, misconduct, or good faith abolishment of position.
 - 1. Incompetency or misconduct must be shown after a hearing, upon due notice, upon stated charges, in writing.
 - 2. A veteran must irrevocably elect to be governed either by the VPA or by arbitration provisions set forth in a collective bargaining agreement in the event of a discharge.
- I. The VPA and the provisions of this policy do not apply to the position of private secretary, superintendent, head of a department, or any person holding a strictly confidential relation to the school board or school district. The VPA and the provisions of this policy apply to teachers only with respect to the hiring process, as set forth in Paragraph F., above.

Legal References: Minn. Stat. § 43A.11 (Veteran's Preference)
 Minn. Stat. § 197.455 (Veteran's Preference Applied)
 Minn. Stat. § 197.46 (Veterans Preference Act)
Hall v. City of Champlin, 463 N.W.2d 502 (Minn. 1990)
Young v. City of Duluth, 410 N.W.2d 27 (Minn. Ct. App. 1987)

Cross References: MSBA/MASA Model Policy 401 (Equal Employment Opportunity)

Adopted: _____

MSBA/MASA Model Policy 407

Orig. 1995

Revised: _____

Rev. 2012

407 EMPLOYEE RIGHT TO KNOW – EXPOSURE TO HAZARDOUS SUBSTANCES

[Note: School districts are not required by statute to have a policy addressing these issues. However, the provisions of this policy accurately reflect the requirements of Minn. Stat. § 182.653.]

I. PURPOSE

The purpose of this policy is to provide school district employees a place of employment and conditions of employment free from recognized hazards that are likely to cause death or serious injury or harm. (Minn. Stat. § 182.653, Subd. 2)

II. GENERAL STATEMENT OF POLICY

The policy of this school district is to provide information and training to employees who may be “routinely exposed” to a hazardous substance, harmful physical agent, infectious agent, or blood borne pathogen.

III. DEFINITIONS

- A. “Commissioner” means the Commissioner of Labor and Industry.
- B. “Routinely exposed” means that there is a reasonable potential for exposure during the normal course of assigned work or when an employee is assigned to work in an area where a hazardous substance has been spilled.
- C. “Hazardous substance” means a chemical or substance, or mixture of chemicals and substances, which:
 - 1. is regulated by the Federal Occupational Safety and Health Administration under the Code of Federal Regulations; or
 - 2. is either toxic or highly toxic; an irritant; corrosive; a strong oxidizer; a strong sensitizer; combustible; either flammable or extremely flammable; dangerously reactive; pyrophoric; pressure-generating; compressed gas; carcinogen; teratogen; mutagen; reproductive toxic agent; or that otherwise, according to generally accepted documented medical or scientific evidence, may cause substantial acute or chronic personal injury or illness during or as a direct result of any customary or reasonably foreseeable accidental or intentional exposure to the chemical or substance; or

3. is determined by the commissioner as a part of the standard for the chemical or substance or mixture of chemicals and substances to present a significant risk to worker health and safety or imminent danger of death or serious physical harm to an employee as a result of foreseeable use, handling, accidental spill, exposure, or contamination.
- D. “Harmful physical agent” means a physical agent determined by the commissioner as a part of the standard for that agent to present a significant risk to worker health or safety or imminent danger of death or serious physical harm to an employee. This definition includes, but is not limited to, radiation, whether ionizing or nonionizing.
 - E. “Infectious agent” means a communicable bacterium, rickettsia, parasites, virus, or fungus determined by the commissioner by rule, with approval of the commissioner of health, which, according to documented medical or scientific evidence, causes substantial acute or chronic illness or permanent disability as a foreseeable and direct result of any routine exposure to the infectious agent. Infectious agent does not include an agent in or on the body of a patient before diagnosis.
 - F. “Blood borne pathogen” means a pathogenic microorganism that is present in human blood and can cause disease in humans. This definition includes, but is not limited to, hepatitis B virus (HBV) and human immunodeficiency virus (HIV).

IV. TARGET JOB CATEGORIES

Annual training will be provided to all full- and part-time employees who are “routinely exposed” to a hazardous substance, harmful physical agent, infectious agent, or blood borne pathogen as set forth above.

V. TRAINING SCHEDULE

Training will be provided to employees before beginning a job assignment as follows:

- A. Any newly hired employee assigned to a work area where he or she is determined to be “routinely exposed” under the guidelines above.
- B. Any employee reassigned to a work area where he or she is determined to be “routinely exposed” under the above guidelines.

Legal References: Minn. Stat. Ch. 182 (Occupational Safety and Health)
Minn. Rules Ch. 5205 (Safety and Health Standards)
Minn. Rules Ch. 5206 (Employee Right to Know Standards)
29 C.F.R. § 1910.1050, App. B (Substance Technical Guidelines)

Cross References: MSBA/MASA Model Policy 420 (Students and Employees with Sexually

Transmitted Infections and Diseases and Certain Other Communicable
Diseases and Infectious Conditions)
MSBA/MASA Model Policy 807 (Health and Safety Policy)

Adopted: _____

MSBA/MASA Model Policy 407

Orig. 1995

Revised: _____

Rev. 2008 2012

407 EMPLOYEE RIGHT TO KNOW – EXPOSURE TO HAZARDOUS SUBSTANCES

[Note: School districts are not required by statute to have a policy addressing these issues. However, the provisions of this policy accurately reflect the requirements of Minnesota Statutes section 182.653.]

I. PURPOSE

The purpose of this policy is to provide school district employees a place of employment and conditions of employment free from recognized hazards that are likely to cause death or serious injury or harm. (~~Minn. Stat. § 182.653, Subd. 2~~)

II. GENERAL STATEMENT OF POLICY

~~It is the~~ The policy of this school district is to provide information and training to employees who may be "routinely exposed" to a hazardous substance, harmful physical agent, ~~or~~ infectious agent, or blood borne pathogen.

III. DEFINITIONS

- A. "Commissioner" means the Minnesota Commissioner of Labor and Industry.
- B. "Routinely exposed" means that there is a reasonable potential for ~~–~~exposure during the normal course of assigned work or when an employee is assigned to work in an area where a hazardous substance has been spilled.
- C. "Hazardous substance" means a chemical or substance, or mixture of chemicals and substances, which:
 - 1. is regulated by the Federal Occupational Safety and Health Administration under the Code of Federal Regulations; or
 - 2. is either toxic or highly toxic; an irritant; corrosive; a strong oxidizer; a strong sensitizer; combustible; either flammable or extremely flammable; dangerously reactive; pyrophoric; pressure-generating; compressed gas; carcinogen; teratogen; mutagen; reproductive toxic agent; or that otherwise, according to generally accepted documented medical or scientific evidence, may cause substantial acute or chronic personal injury or illness during or as a direct result of any customary or reasonably foreseeable accidental or intentional exposure to the chemical or substance; or

3. is determined by the commissioner as a part of the standard for the chemical or substance or mixture of chemicals and substances to present a significant risk to worker health and safety or imminent danger of death or serious physical harm to an employee as a result of foreseeable use, handling, accidental spill, exposure, or contamination.
- D. "Harmful physical agent" means a physical agent determined by the commissioner as a part of the standard for that agent to present a significant risk to worker health or safety or imminent danger of death or serious physical harm to an employee. This definition includes, but is not limited to, radiation, whether ionizing or nonionizing.
 - E. "Infectious agent" means a communicable bacterium, rickettsia, parasites, virus, or fungus determined by the commissioner by rule, with approval of the commissioner of health, which, according to documented medical or scientific evidence, causes substantial acute or chronic illness or permanent disability as a foreseeable and direct result of any routine exposure to the infectious agent. Infectious agent does not include an agent in or on the body of a patient before diagnosis.
 - F. "Blood borne pathogens" means a pathogenic microorganisms that are is present in human blood and can cause disease in humans. ~~These pathogens~~ This definition includes, but are is not limited to, hepatitis B virus (HBV) and human immunodeficiency virus (HIV).

IV. TARGET JOB CATEGORIES

~~Training~~ Annual training will be provided to all full- and part-time employees who are "routinely exposed" to a hazardous substance, harmful physical agent, ~~or~~ infectious substance agent, or blood borne pathogen as set forth above.

V. TRAINING SCHEDULE

Training will be provided to employees before beginning a job assignment as follows:

- A. Any newly hired employee assigned to a work area where he or she is determined to be "routinely exposed" under the guidelines above.
- B. Any employee reassigned to a work area where he or she is determined to be "routinely exposed" under the above guidelines.

Legal References: Minn. Stat. Ch. 182 (Occupational Safety and Health)
Minn. Rules Ch. 5205 (Occupational Safety and Health Standards)
Minn. Rules Ch. 5206 (Hazardous Substances; Employee Right to Know Standards)
29 C.F.R. § 1910.1050, App. B (Substance Technical Guidelines)

Cross References: MSBA/MASA Model Policy 420 (Students and Employees with Sexually

Transmitted Infections and Diseases and Certain Other Communicable Diseases and Infectious Conditions)
[MSBA/MASA Model Policy 807 \(Health and Safety Policy\)](#)

Adopted: _____

MSBA/MASA Model Policy 414

Orig. 1995

Revised: _____

Rev. 2019

414 MANDATED REPORTING OF CHILD NEGLECT OR PHYSICAL OR SEXUAL ABUSE

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

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

- A. The policy of the school district is to fully comply with Minn. Stat. § 626.556 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 which:
 - 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 Minn. Stat. Ch. 260C (Child Protection) and Minn. Stat. Ch. 260D (Child in Voluntary Foster Care for Treatment), includes an individual under age 21 who is in foster care pursuant to Minn. Stat. § 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 neglected or physically or sexually abused, or has been neglected or physically or sexually abused within the preceding three years.
- E. “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 care, or other care required for 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;
 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;
 3. failure to provide for necessary supervision or child care arrangements appropriate for a child after considering factors such as the child’s age, mental ability, physical condition, length of absence, or environment, when the child is unable to care for his or her 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 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, or 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 Minn. Stat. § 260C.007, Subd. 6, Clause (5);
 7. chronic and severe use of alcohol or a controlled substance by a parent or 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 which 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 include spiritual means or prayer for treatment or care of disease where the person responsible for the child’s care in good faith has selected and

depended on those means for treatment or care of disease, except where the lack of medical care may cause serious danger to the child's health.

- F. "Nonmaltreatment mistake" means : (1) at the time of the incident, the individual was performing duties identified in the center's child care program plan required under Minn. 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 Minn. Rules Ch. 9503.
- G. "Physical abuse" means any physical injury, mental injury, or threatened injury, inflicted by a person responsible for the child's care 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 Minn. Stat. § 125A.0942 or § 245.825.

Abuse does not include reasonable and moderate physical discipline of a child administered by a parent or legal guardian which 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 Minn. Stat. § 121A.582.

Actions which 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 which 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 Minn. Stat. § 609.02, Subd. 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 which were not prescribed for the child by a practitioner, in order to control or punish the child, or giving the child other substances that substantially affect the child's behavior, motor coordination, or judgment or that result in sickness or internal injury, or 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 Minn. Stat. § 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 Minn. Stat. § 121A.58.

- H. "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 neglect or physical or sexual abuse of a child and contains sufficient content to identify the child and any person believed to be responsible for the neglect or abuse, if known.

- I. “School personnel” means professional employee or professional’s delegate of the school district who provides health, educational, social, psychological, law enforcement, or child care services.
- J. “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 Minn. Stat. § 609.341, Subd. 15), or by a person in a current or recent position of authority (as defined in Minn. Stat. § 609.341, Subd. 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 which 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 which requires registration under Minn. Stat. § 243.166, Subd. 1b(a) or (b) (Registration of Predatory Offenders).
- K. “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.
- L. “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 employees or agents, 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.
- 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 subjected the child to, or failed to protect a child from, egregious harm, or a person whose parental rights were involuntarily terminated, been found palpably unfit, or one from whom legal and physical custody of a child has been involuntarily transferred to another.

IV. REPORTING PROCEDURES

- A. A mandated reporter as defined herein shall immediately report the neglect or physical or sexual abuse, which he or she knows or has reason to believe is happening or has happened within the preceding three years, to the local welfare agency, police department, county sheriff, tribal social services, or tribal police department. The reporter will include his or her name and address in the report.
- B. If the immediate report has been made orally, 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 assisting or investigating maltreatment. The written report shall identify the child, any person believed to be responsible for the abuse or neglect of the child if the person is known, the nature and extent of the abuse or neglect 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 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. Submission of a good faith report under Minnesota law and this policy will not adversely affect the reporter's employment, or the child's access to school.
- 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, and the reckless making of a false report may result in discipline. The court may also award attorney's fees.

[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 investigating reports of suspected neglect or physical or sexual abuse rests with the appropriate county, state, or local agency or agencies. The agency responsible for assessing or investigating reports of child maltreatment has the authority to interview the child, the person or persons responsible for the child's care, the alleged perpetrator, and any other person with knowledge of the abuse or neglect for the purpose of gathering the 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 a 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 will 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 perpetrator 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 perpetrator is believed to be a school official or employee, the school district shall conduct its own investigation independent of MDE and, if involved, the local welfare or law enforcement agency.
- E. Upon request by MDE, the school district shall provide all requested data that are relevant to a report of maltreatment and are in the possession of a school facility,

pursuant to an assessment or investigation of a maltreatment report of a student in school. The school district shall provide the requested data in accordance with the requirements of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, and the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g.

VI. MAINTENANCE OF SCHOOL RECORDS CONCERNING ABUSE OR POTENTIAL ABUSE

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

VII. PHYSICAL OR SEXUAL ABUSE AS SEXUAL HARASSMENT OR VIOLENCE

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

VIII. DISSEMINATION OF POLICY AND TRAINING

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

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 121A.58 (Corporal Punishment)
Minn. Stat. § 121A.582 (Student Discipline; Reasonable Force)
Minn. Stat. § 125A.0942 (Standards for Restrictive Procedures)
Minn. Stat. § 243.166, Subd. 1b(a)(b) (Registration of Predatory Offenders)
Minn. Stat. § 245.825 (Use of Aversive or Deprivation Procedures)
Minn. Stat. § 260C.007, Subd. 6, Clause (5) (Child in Need of Protection)

Minn. Stat. § 260C.451 (Foster Care Benefits Past Age 18)
Minn. Stat. Ch. 260D (Child in Voluntary Foster Care for Treatment)
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)
Minn. Stat. § 626.556 *et seq.* (Reporting of Maltreatment of Minors)
Minn. Stat. § 626.5561 (Reporting of Prenatal Exposure to Controlled Substances)
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)

Adopted: _____

MSBA/MASA Model Policy 414

Orig. 1995

Revised: _____

Rev. 202219

414 MANDATED REPORTING OF CHILD NEGLECT OR PHYSICAL OR SEXUAL ABUSE

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

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

- A. The policy of the school district is to fully comply with [Minnesota Statutes chapter- 260E§ 626.556](#) 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 ~~which~~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 \(Juvenile Safety and Placement\) Child Protection](#) 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 ~~neglected or physically or sexually abused~~maltreated, or has been ~~neglected or physically or sexually abused~~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.

FE. “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 ~~care~~, or other care required for 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;~~
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 ~~such~~ 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 his or her~~ 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, ~~or~~ 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 ~~parent or~~ 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 ~~which 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. ~~does not include spiritual means or prayer for treatment or care of disease where the person responsible for the child’s care in good faith has selected and depended on those means for treatment or care of disease, except where the lack of medical care may cause serious danger to the child’s health.~~

GF. “Nonmaltreatment mistake” means 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.G. “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 ~~which 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 ~~which 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 ~~which 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 Minn. Stat. § 609.02, subdivision Subd. 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 ~~which that~~ were not prescribed for the child by a practitioner, in order to control or punish the child, or ~~giving the child~~ 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.H. “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 ~~neglect or physical or sexual abuse~~ [maltreatment](#) of a child and contains sufficient content to identify the child and any person believed to be responsible

for the ~~maltreatment, neglect or abuse~~, if known.

- ~~KI.~~ "School personnel" means professional employee or professional's delegate of the school district who provides health, educational, social, psychological, law enforcement, or child care services.
- ~~LJ.~~ "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 Minn. Stat. § 609.341, subdivision Subd. 15), or by a person in a current or recent position of authority (as defined in Minnesota Statutes section Minn. Stat. § 609.341, subdivision Subd. 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 ~~which 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 ~~which that~~ requires registration under Minnesota Statutes section 243.166, subdivision Subd. 1b(a) or (b) (Registration of Predatory Offenders).
- ~~M.~~ "Threatened injury" means a statement, overt act, condition, or status that represents a substantial risk of physical or sexual abuse or mental injury. Threatened injury includes, but is not limited to, exposing a child to a person responsible for the child's care who has (1) subjected the child to, or failed to protect a child from, an overt act or condition that constitutes egregious harm; (2) been found to be palpably unfit; (3) committed an act that resulted in an involuntary termination of parental rights; (4) , or committed an act that resulted in the involuntary transfer of permanent legal and physical custody of a child to a relative.
- ~~K.~~ "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.
- ~~L.~~ "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 employees or agents, 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.
- ~~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 subjected the child to, or failed to protect a child from, egregious harm, or a person whose parental rights were involuntarily terminated, been found palpably unfit, or one from whom legal and physical custody of a child has been involuntarily transferred to another.

IV. REPORTING PROCEDURES

- A. A mandated reporter ~~as defined herein~~ shall immediately report the information neglect or physical or sexual abuse, which he or she knows or has reason to believe is happening or has happened within the preceding three years, 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. ~~If the immediate report has been made orally,~~ An oral report shall be made immediately, by telephone or otherwise, ~~and~~ 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 assisting or investigating ~~maltreatment~~ the report. ~~Any The written~~ report shall be of sufficient content to identify the child, any person believed to be responsible for the ~~abuse or neglect~~ maltreatment of the child if the person is known, the nature and extent of the ~~abuse or neglect~~ 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.~~
- ~~G. Submission of a good faith report under Minnesota law and this policy will not adversely affect the reporter's employment, or the child's access to school.~~
- 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. ~~and the reckless~~ Knowingly or recklessly making ~~of a~~ false report also may result in discipline. ~~The court may also award attorney's fees.~~

[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 neglect or physical or sexual abuse rests rests with the appropriate state, county, ~~state~~, or local agency or agencies. The agency responsible for assessing or investigating reports of ~~child~~ maltreatment has the authority to interview the child, the person or persons responsible for the child's care, the alleged ~~perpetrator~~offender, and any other person with knowledge of the ~~abuse or neglect~~ maltreatment for the purpose of gathering ~~the~~ 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 a 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 will~~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 ~~perpetrator~~ 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 ~~perpetrator~~ offender is believed to be a school official or employee, the school district shall conduct its own investigation independent of MDE and, if involved, the local welfare or law enforcement agency.
- E. Upon request by MDE, the school district shall provide all requested data that are relevant to a report of maltreatment and are in the possession of a school facility, pursuant to an assessment or investigation of a maltreatment report of a student in school. The school district shall provide the requested data in accordance with the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes chapter 13, and the Family Educational Rights and Privacy Act, 20 United States Code section 1232g.

VI. MAINTENANCE OF SCHOOL RECORDS CONCERNING ABUSE OR POTENTIAL ABUSE

- A. When a local welfare or local law enforcement agency determines that a potentially abused or abused child should be interviewed on school property, written notification of the agency's intent to interview on school property must be received by school officials

prior to the interview. The notification shall include the name of the child to be interviewed, the purpose of the interview, and a reference to the statutory authority to conduct the interview. The notification shall be private data. School officials may not disclose to the parent, legal custodian, or guardian the contents of the notice or any other related information regarding the interview until notified in writing by the local welfare or law enforcement agency that the investigation has been concluded.

- B. All records regarding a report of maltreatment, including any notification of intent to interview which was received by the school as described above in Paragraph A., shall be destroyed by the school only when ordered by the agency conducting the investigation or by a court of competent jurisdiction.

VII. PHYSICAL OR SEXUAL ABUSE AS SEXUAL HARASSMENT OR VIOLENCE

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

VIII. DISSEMINATION OF POLICY AND TRAINING

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

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 121A.58 (Corporal Punishment)
Minn. Stat. § 121A.582 (Student Discipline; Reasonable Force)
Minn. Stat. § 125A.0942 (Standards for Restrictive Procedures)
Minn. Stat. § 243.166, Subd. 1b(a)(b) (Registration of Predatory Offenders)
Minn. Stat. § 245.825 (Use of Aversive or Deprivation Procedures)
Minn. Stat. § 260C.007, Subd. 6, Clause (5) (Child in Need of Protection)
Minn. Stat. § 260C.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)
~~Minn. Stat. § 626.556 et seq. (Reporting of Maltreatment of Minors)~~
~~Minn. Stat. § 626.5561 (Reporting of Prenatal Exposure to Controlled Substances)~~
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)

Adopted: _____

MSBA/MASA Model Policy 415

Orig. 1995

Revised: _____

Rev. 2015

415 MANDATED REPORTING OF MALTREATMENT OF VULNERABLE ADULTS

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

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

- A. The policy of the school district is to fully comply with Minn. Stat. § 626.557 requiring school personnel to report suspected maltreatment of vulnerable adults.
- B. A violation of this policy occurs when any school personnel fails to report suspected maltreatment of vulnerable adults when the school personnel has reason to believe that a vulnerable adult is being or has been maltreated, or has knowledge that a vulnerable adult has sustained a physical injury which is not reasonably explained.

III. DEFINITIONS

- A. “Mandated Reporters” means any school personnel who has reason to believe that a vulnerable adult is being or has been maltreated.
- B. “Maltreatment” means the neglect, abuse, or financial exploitation of a vulnerable adult.
- C. “Neglect” means the failure or omission by a caregiver to supply a vulnerable adult with care or services, including but not limited to, food, clothing, shelter, health care, or supervision which is: (1) reasonable and necessary to obtain or maintain the vulnerable adult’s physical or mental health or safety, considering the physical and mental capacity or dysfunction of the vulnerable adult; and (2) which is not the result of an accident or therapeutic conduct. Neglect also includes the absence or likelihood of absence of care or services, including but not limited to, food, clothing, shelter, health care, or supervision necessary to maintain the physical and mental health of the vulnerable adult which a reasonable person would deem essential to obtain or maintain the vulnerable adult’s health, safety, or comfort considering the physical or mental capacity or dysfunction of the vulnerable adult. Neglect does not include actions specifically excluded by Minn. Stat. § 626.5572, Subd. 17.

- D. “Abuse” means: (a) An act against a vulnerable adult that constitutes a violation of, an attempt to violate, or aiding and abetting a violation of: (1) assault in the first through fifth degrees as defined in sections 609.221 to 609.224; (2) the use of drugs to injure or facilitate crime as defined in section 609.235; (3) the solicitation, inducement, and promotion of prostitution as defined in section 609.322; and (4) criminal sexual conduct in the first through fifth degrees as defined in sections 609.342 to 609.3451. A violation includes any action that meets the elements of the crime, regardless of whether there is a criminal proceeding or conviction. (b) Conduct which is not an accident or therapeutic conduct as defined in this section, which produces or could reasonably be expected to produce physical pain or injury or emotional distress including, but not limited to, the following: (1) hitting, slapping, kicking, pinching, biting, or corporal punishment of a vulnerable adult; (2) use of repeated or malicious oral, written, or gestured language toward a vulnerable adult or the treatment of a vulnerable adult which would be considered by a reasonable person to be disparaging, derogatory, humiliating, harassing, or threatening; (3) use of any aversive or deprivation procedure, unreasonable confinement, or involuntary seclusion, including the forced separation of the vulnerable adult from other persons against the will of the vulnerable adult or the legal representative of the vulnerable adult; and (4) use of any aversive or deprivation procedures for persons with developmental disabilities or related conditions not authorized under section 245.825. (c) Any sexual contact or penetration as defined in section 609.341, between a facility staff person or a person providing services in the facility and a resident, patient, or client of that facility. (d) The act of forcing, compelling, coercing, or enticing a vulnerable adult against the vulnerable adult’s will to perform services for the advantage of another. Abuse does not include actions specifically excluded by Minn. Stat. § 626.5572, Subd. 2.
- E. “Financial Exploitation” means a breach of a fiduciary duty by an actor’s unauthorized expenditure of funds entrusted to the actor for the benefit of the vulnerable adult or by an actor’s failure to provide food, clothing, shelter, health care, therapeutic conduct or supervision, the failure of which results or is likely to result in detriment to the vulnerable adult. Financial exploitation also includes: the willful use, withholding or disposal of funds or property of a vulnerable adult; the obtaining of services for wrongful profit or advantage which results in detriment to the vulnerable adult; the acquisition of a vulnerable adult’s funds or property through undue influence, harassment, duress, deception or fraud; and the use of force, coercion, or enticement to cause a vulnerable adult to perform services against the vulnerable adult’s will for the profit or advantage of another.
- F. “Vulnerable Adult” means any person 18 years of age or older who: (1) is a resident or inpatient of a facility; (2) receives services required to be licensed under Minn. Stat. Ch. 245A, except as excluded under Minn. Stat. § 626.5572, Subd. 21(a)(2); (3) receives services from a licensed home care provider or person or organization that offers, provides, or arranges for personal care assistance services under the medical assistance program; or (4) regardless of residence or type of service received possesses a physical or mental infirmity or other physical,

mental, or emotional dysfunction that impairs the individual's ability to adequately provide the person's own care without assistance or supervision and, because of the dysfunction or infirmity and need for care or services, has an impaired ability to protect the individual's self from maltreatment.

- G. "Caregiver" means an individual or facility who has responsibility for the care of a vulnerable adult as a result of a family relationship, or who has assumed responsibility for all or a portion of the care of a vulnerable adult voluntarily, by contract, or by agreement.
- H. "School Personnel" means professional employees or their delegates of the school district engaged in providing health, educational, social, psychological, law enforcement, or other caretaking services of vulnerable adults.
- I. "Immediately" means as soon as possible, but no longer than 24 hours from the time initial knowledge that the incident occurred has been received.

IV. REPORTING PROCEDURES

- A. A mandated reporter as defined herein shall immediately report the suspected maltreatment to the common entry point responsible for receiving reports.
- B. Whenever a mandated reporter, as defined herein, knows or has reason to believe that an individual made an error in the provision of therapeutic conduct to a vulnerable adult which results in injury or harm, which reasonably requires the care of a physician, such information shall be reported immediately to the designated county agency. The mandated reporter also may report a belief that the error did not constitute neglect and why the error does not constitute neglect.
- C. The reporter shall to the extent possible identify the vulnerable adult, the caregiver, the nature and extent of the suspected maltreatment, any evidence of previous maltreatment, the name and address of the reporter, the time, date, and location of the incident, and any other information that the reporter believes might be helpful in investigating the suspected abuse or neglect. A mandated reporter may disclose *not public data* as defined under Minn. Stat. § 13.02 to the extent necessary to comply with the above reporting requirements.
- D. A person mandated to report suspected maltreatment of a vulnerable adult who negligently or intentionally fails to report is liable for damages caused by the failure. A negligent or intentional failure to report may result in discipline. A mandatory reporter who intentionally fails to make a report, who knowingly provides false or misleading information in reporting, or who intentionally fails to provide all the material circumstances surrounding the reported incident may be guilty of a misdemeanor.
- E. Retaliation against a person who makes a good faith report under Minnesota law and this policy, or against vulnerable adult who is named in a report is prohibited.

- F. Any person who intentionally makes a false report under the provisions of applicable Minnesota law or this policy shall be liable in a civil suit for any actual damages suffered by the person or persons so reported and for any punitive damages set by the court or jury. The intentional making of a false report may result in discipline.

V. INVESTIGATION

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

VI. DISSEMINATION OF POLICY AND TRAINING

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

Legal References: Minn. Stat. § 13.02 (Collection, Security, and Dissemination of Records; Definitions)
Minn. Stat. § 245.825 (Aversive and Deprivation Procedures; Licensed Facilities and Services)
Minn. Stat. §§ 609.221-609.224 (Assault)
Minn. Stat. § 609.234 (Crimes Against the Person)
Minn. Stat. § 609.235 (Use of Drugs to Injure or Facilitate Crime)
Minn. Stat. § 609.322 (Solicitation, Inducement, and Promotion of Prostitution; Sex Trafficking)
Minn. Stat. § 609.341 (Definitions)
Minn. Stat. §§ 609.342-609.3451 (Criminal Sexual Conduct)
Minn. Stat. § 626.557 (Reporting of Maltreatment of Vulnerable Adults)
Minn. Stat. § 626.5572 (Definitions)
In re Kleven, 736 N.W.2d 707 (Minn. App. 2007)

Cross References: MSBA/MASA Model Policy 103 (Complaints – Students, Employees, Parents, Other Persons)
MSBA/MASA Model Policy 211 (Criminal or Civil Action Against School District, School Board Member, Employee, or Student)
MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 406 (Public and Private Personnel Data)
MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)

Adopted: _____

MSBA/MASA Model Policy 415

Orig. 1995

Revised: _____

Rev. 201522

415 MANDATED REPORTING OF MALTREATMENT OF VULNERABLE ADULTS

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

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

- A. The policy of the school district is to ~~fully~~ comply fully with Minnesota Statutes section § 626.557 requiring school personnel to report suspected maltreatment of vulnerable adults.
- B. A violation of this policy occurs when any school personnel fails to report suspected maltreatment of vulnerable adults when the school personnel has reason to believe that a vulnerable adult is being or has been maltreated, or has knowledge that a vulnerable adult has sustained a physical injury which is not reasonably explained.

III. DEFINITIONS

A. "Abuse" means:

- 1. An act against a vulnerable adult that constitutes a violation of, an attempt to violate, or aiding and abetting a violation of: (1) assault in the first through fifth degrees as defined in Minnesota Statutes sections 609.221 to 609.224; (2) the use of drugs to injure or facilitate crime as defined in Minnesota Statutes section 609.235; (3) the solicitation, inducement, and promotion of prostitution as defined in Minnesota Statutes section 609.322; and (4) criminal sexual conduct in the first through fifth degrees as defined in Minnesota Statutes sections 609.342 to 609.3451. A violation includes any action that meets the elements of the crime, regardless of whether there is a criminal proceeding or conviction.
- 2. Conduct which is not an accident or therapeutic conduct as defined in Minnesota Statutes section 626.5572 which produces or could reasonably be expected to produce physical pain or injury or emotional distress including, but not limited to, the following: (1) hitting, slapping, kicking, pinching, biting, or corporal punishment of a vulnerable adult; (2) use of repeated or malicious oral, written, or gestured language toward a vulnerable adult or the treatment of a vulnerable adult which would be considered by a reasonable person to be disparaging, derogatory, humiliating, harassing, or threatening; (3) use of any aversive or deprivation procedure, unreasonable confinement, or involuntary seclusion, including the forced separation of the vulnerable adult from other persons against the will of the vulnerable adult or the legal representative of the vulnerable adult; and (4) use of any aversive or deprivation procedures for persons with developmental disabilities or related conditions not authorized under Minnesota Statutes section 245.825.

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

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

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

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

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

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

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

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

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

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

I. Neglect also means the absence or likelihood of absence of care or services, including but not limited to, food, clothing, shelter, health care, or supervision necessary to maintain the physical and mental health of the vulnerable adult which a reasonable person would deem essential to obtain or maintain the vulnerable adult's health, safety, or comfort considering the physical or mental capacity or dysfunction of the vulnerable adult. Neglect does not include actions specifically excluded by Minn. Stat. § Minnesota Statutes section 626.5572, Subd. 17.

- J. "School personnel" means professional employees or their delegates of the school district engaged in providing health, educational, social, psychological, law enforcement, or other caretaking services of vulnerable adults.
- K. "Vulnerable Aadult" means any person 18 years of age or older who: (1) is a resident or inpatient of a facility; (2) receives services required to be licensed under Minn. Stat. Ch. Minnesota Statutes chapter 245A, except as excluded under Minn. Stat. §Minnesota Statutes section 626.5572, Subd. 21(a)(2); (3) receives services from a licensed home care provider or person or organization that offers, provides, or arranges for personal care assistance services under the medical assistance program; or (4) regardless of residence or whether any type of service is received, possesses a physical or mental infirmity or other physical, mental, or emotional dysfunction that impairs the individual's ability to adequately provide adequately for the person's individual's own care without assistance or supervision and, because of the dysfunction or infirmity and need for care or services, has an impaired ability to protect the individual's self from maltreatment.

IV. REPORTING PROCEDURES

- A. A mandated reporter as defined herein shall immediately report the suspected maltreatment to the common entry point responsible for receiving reports.
- B. Whenever a mandated reporter, as defined herein, knows or has reason to believe that an individual made an error in the provision of therapeutic conduct to a vulnerable adult which results in injury or harm, which reasonably requires the care of a physician, such information shall be reported immediately to the designated county agency. The mandated reporter also may report a belief that the error did not constitute neglect and why the error does not constitute neglect.
- C. The reporter shall, to the extent possible, identify the vulnerable adult, the caregiver, the nature and extent of the suspected maltreatment, any evidence of previous maltreatment, the name and address of the reporter, the time, date, and location of the incident, and any other information that the reporter believes might be helpful in investigating the suspected abuse or neglect. A mandated reporter may disclose not public data, as defined under Minn. Stat. §Minnesota Statutes section 13.02, to the extent necessary to comply with the above reporting requirements.
- D. A person mandated to report suspected maltreatment of a vulnerable adult who negligently or intentionally fails to report is liable for damages caused by the failure. A negligent or intentional failure to report may result in discipline. A mandatory reporter who intentionally fails to make a report, who knowingly provides false or misleading information in reporting, or who intentionally fails to provide all the material circumstances surrounding the reported incident may be guilty of a misdemeanor.
- E. Retaliation against a person who makes a good faith report under Minnesota law and this policy, or against vulnerable adult who is named in a report is prohibited.
- F. Any person who intentionally makes a false report under the provisions of applicable Minnesota law or this policy shall be liable in a civil suit for any actual damages suffered by the person or persons so reported and for any punitive damages set by the court or jury. The intentional making of a false report may result in discipline.

V. INVESTIGATION

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

VI. DISSEMINATION OF POLICY AND TRAINING

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

Legal References: Minn. Stat. § 13.02 ([Government Data Practices; Collection, Security, and Dissemination of Records](#); Definitions)
[Minn. Stat. Ch. 245A \(Human Services Licensing\)](#)
Minn. Stat. § 245.825 (Aversive and Deprivation Procedures; Licensed Facilities and Services)
Minn. Stat. §§ 609.221-609.224 (Assault)
Minn. Stat. § 609.232-34 ([Crimes Against Vulnerable PersonsAdults; Definitions](#))
~~Crimes Against the Person~~)
Minn. Stat. § 609.235 (Use of Drugs to Injure or Facilitate Crime)
Minn. Stat. § 609.322 (Solicitation, Inducement, and Promotion of Prostitution; Sex Trafficking)
Minn. Stat. § 609.341 (Definitions)
Minn. Stat. §§ 609.342-609.3451 (Criminal Sexual Conduct)
Minn. Stat. § 626.557 (Reporting of Maltreatment of Vulnerable Adults)
Minn. Stat. § 626.5572 (Definitions)
In re Kleven, 736 N.W.2d 707 (Minn. App. 2007)

Cross References: MSBA/MASA Model Policy 103 (Complaints – Students, Employees, Parents, Other Persons)
MSBA/MASA Model Policy 211 (Criminal or Civil Action Against School District, School Board Member, Employee, or Student)
MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 406 (Public and Private Personnel Data)
MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)
[MSBA/MASA Model Policy 515 \(Protection and Privacy of Pupil Records\)](#)

Adopted: _____

MSBA/MASA Model Policy 416

Orig. 1995

Revised: _____

Rev. 2015

416 DRUG AND ALCOHOL TESTING

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

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

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

- D. The use, possession, sale, purchase, transfer, or dispensing of alcohol is prohibited on school district property (which includes school district vehicles), while operating school district vehicles or equipment, and at any school-sponsored program or event. Use of alcohol is also prohibited throughout the school or work day, including lunch or other breaks, whether or not the employee is on or off school district property. Employees under the influence of alcohol are prohibited from entering or remaining on school district property.
- E. Any employee who violates this section shall be subject to discipline which includes, but is not limited to, immediate suspension without pay and immediate discharge.

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

A. General Statement of Policy

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

B. Definitions

1. "Actual Knowledge" means actual knowledge by the school district that a driver has used alcohol or controlled substances based on: (a) direct observation of the employee's use (not observation of behavior sufficient to warrant reasonable suspicion testing); (b) information provided by a previous employer; (c) a traffic citation; or (d) an employee's admission, except when made in connection with a qualified employee self-admission program.
2. "Alcohol Screening Device" (ASD) means a breath or saliva device, other than an Evidential Breath Testing Device (EBT), that is approved by the National Highway Traffic Safety Administration and placed on its Conforming Products List for such devices.

3. “Breath Alcohol Technician” (BAT) means an individual who instructs and assists individuals in the alcohol testing process and who operates the EBT.
4. “Commercial Motor Vehicle” (CMV) includes a vehicle which is designed to transport 16 or more passengers, including the driver.
5. “Designated Employer Representative” (DER) means a designated school district representative authorized to take immediate action to remove employees from safety-sensitive duties, to make required decisions in the testing and evaluation process, and to receive test results and other communications for the school district.
6. “Department of Transportation” (DOT) means United States Department of Transportation.
7. “Driver” is any person who operates a CMV, including full-time, regularly employed drivers, casual, intermittent or occasional drivers, leased drivers, and independent owner-operator contractors.
8. “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.
9. “Medical Review Officer” (MRO) means a licensed physician responsible for receiving and reviewing laboratory results generated by the school district’s drug testing program and for evaluating medical explanations for certain drug tests.
10. “Refusal to Submit” (to an alcohol or controlled substances test) means that a driver: (a) fails to appear for any test within a reasonable time, as determined by the school district, consistent with applicable DOT regulations, after being directed to do so; (b) fails to remain at the testing site until the testing process is complete; (c) fails to provide a urine specimen or an adequate amount of saliva or breath for any DOT drug or alcohol test; (d) fails to permit the observation or monitoring of the driver’s provision of a specimen in the case of a directly observed or monitored collection in a drug test; (e) fails to provide a sufficient breath specimen or sufficient amount of urine when directed and a determination has been made that no adequate medical explanation for the failure exists; (f) fails or declines to take an additional test as directed; (g) fails to undergo a medical examination or evaluation, as directed by the MRO or the DER; (h) fails to cooperate with any part of the testing process (e.g., refuses to empty pockets when so directed by the collector, behaves in a confrontational way that disrupts the collection process, fails to wash hands after being directed to do so by the collector, fails to sign the

certification on the forms); (i) fails to follow the observer's instructions, in an observed collection, to raise the driver's clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if the driver has any type of prosthetic or other device that could be used to interfere with the collection process; (j) possesses or wears a prosthetic or other device that could be used to interfere with the collection process; (k) admits to the collector or MRO that the driver adulterated or substituted the specimen; or (l) is reported by the MRO as having a verified adulterated or substituted test result. An applicant who fails to appear for a pre-employment test, who leaves the testing site before the pre-employment testing process commences, or who does not provide a urine specimen because he or she has left before it commences is not deemed to have refused to submit to testing.

11. "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 include such functions as driving, loading and unloading vehicles, or supervising or assisting in the loading or unloading of vehicles, servicing, repairing, obtaining assistance to repair, or remaining in attendance during the repair of a disabled vehicle.
12. "Screening Test Technician" (STT) means anyone who instructs and assists individuals in the alcohol testing process and operates an ASD.
13. "Stand Down" means to temporarily remove an employee from performing safety-sensitive functions after a laboratory reports a confirmed positive, an adulterated, or a substituted test result but before the MRO completes the verification process.
14. "Substance Abuse Professional" (SAP) means a qualified person who evaluates employees who have violated a DOT drug and alcohol regulation and makes recommendations concerning education, treatment, follow-up testing, and aftercare.

C. Policy and Educational Materials

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

1. The school district shall provide a copy of this policy and procedures to each driver prior to the start of its alcohol and drug testing program and to each driver subsequently hired or transferred into a position requiring driving of a CMV.

2. The school district shall provide to each driver information concerning the effects of alcohol and controlled substances use on an individual's health, work, and personal life; signs and symptoms of an alcohol or drug problem; and available methods of intervening when an alcohol or drug problem is suspected, including confrontation, referral to an employee assistance program, and/or referral to management.
3. The school district shall provide written notice to representatives of employee organizations that the information described above is available.
4. The school district shall require each driver to sign a statement certifying that he or she has received a copy of the policy and materials. This statement should be in the form of Attachment A to this policy. The school district will maintain the original signed certificate and will provide a copy to the driver if the driver so requests.

[Note: The federal regulations require a school district to obtain a signed statement from each driver certifying that he or she has received a copy of these materials. 49 C.F.R. § 382.601(d). The original signed certificate must be maintained by the school district and a copy may be provided to the driver.]

D. Alcohol and Controlled Substances Testing Program Manager

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

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

E. Specific Prohibitions for Drivers

[Note: The specific prohibitions for drivers are contained, in large part, in 49 C.F.R. §§ 382.201-382.215.]

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

2. Alcohol Possession. No driver shall be on duty or operate a CMV while the driver possesses alcohol.
3. On-Duty Use. No driver shall use alcohol while performing safety-sensitive functions.
4. Pre-Duty Use. No driver shall perform safety-sensitive functions within four (4) hours after using alcohol.
5. Use Following an Accident. No driver required to take a post-accident test shall use alcohol for eight (8) hours following the accident, or until he or she undergoes a post-accident alcohol test, whichever occurs first.
6. Refusal to Submit to a Required Test. No driver shall refuse to submit to an alcohol or controlled substances test required by post-accident, random, reasonable suspicion, return-to-duty, or follow-up testing requirements. A verified adulterated or substituted drug test shall be considered a refusal to test.
7. Use of Controlled Substances. No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions when the driver uses any controlled substance, except when the use is pursuant to instructions (which have been presented to the school district) from a licensed physician who has advised the driver that the substance does not adversely affect the driver's ability to safely operate a CMV. Controlled substance includes medical cannabis, regardless of whether the driver is enrolled in the state registry program.
8. Positive, Adulterated, or Substituted Test for Controlled Substance. No driver shall report for duty, remain on duty, or perform a safety-sensitive function if the driver tests positive for controlled substances, including medical cannabis, or has adulterated or substituted a test specimen for controlled substances.
9. General Prohibition. Drivers are also subject to the general policies and procedures of the school district which prohibit the possession, transfer, sale, exchange, reporting to work under the influence of drugs or alcohol, and consumption of drugs or alcohol while at work or while on school district premises or operating any school district vehicle, machinery, or equipment.

F. Other Alcohol-Related Conduct

[Note: Consequences for drivers engaging in alcohol-related conduct are described in the federal regulations. 49 C.F.R. § 382.505.]

No driver found to have an alcohol concentration of 0.02 or greater but less than

0.04 shall perform safety-sensitive functions for at least twenty-four (24) hours following administration of the test. The school district will not take any action under this policy other than removal from safety-sensitive functions based solely on test results showing an alcohol concentration of less than 0.04 but may take action otherwise consistent with law and policy of the school district.

G. Prescription Drugs

A driver shall inform his or her supervisor if at any time the driver is using a controlled substance pursuant to a physician's prescription. The physician's instructions shall be presented to the school district upon request. Use of a prescription drug shall be allowed if the physician has advised the driver that the prescribed drug will not adversely affect the driver's ability to safely operate a CMV. Use of medical cannabis is prohibited notwithstanding the driver's enrollment in the patient registry.

H. Testing Requirements

1. Pre-Employment Testing

[Note: 49 C.F.R. § 382.301 details the requirements for pre-employment testing.]

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

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

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

up tests), within the preceding two (2) years.

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

- d. The applicant also must be asked whether 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.

2. Post-Accident Testing

[Note: 49 C.F.R. § 382.303 governs post-accident testing of drivers.]

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

substances test is not administered within thirty-two (32) hours following the accident, the school district shall cease attempts to administer the test, and prepare and maintain on file a record stating the reasons for not administering the test.

3. Random Testing

[Note: 49 C.F.R. § 382.305 governs random testing of drivers.]

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

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

- b. The school district shall test for alcohol at a minimum annual percentage rate of 10% of the average number of driver positions, and for controlled substances, including medical cannabis, at a minimum annual percentage of 50%.
- c. The school district shall adopt a scientifically valid method for selecting drivers for testing, such as random number table or a computer-based random number generator that is matched with identifying numbers of the drivers. Each driver shall have an equal chance of being tested each time selections are made.
- 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 C.F.R. § 382.307 governs reasonable suspicion testing of drivers.]

- a. The school district shall require a driver to submit to an alcohol test and/or controlled substances, including medical cannabis, test when a supervisor or school district official, who has been trained in accordance with the regulations, has reasonable suspicion to believe that the driver has used alcohol and/or controlled substances, including medical cannabis, on duty or within four (4) hours before coming on duty. The test shall be done as soon as practicable following the observation of the behavior indicative of the use of controlled substances or alcohol.
- b. The reasonable suspicion determination must be based on specific, contemporaneous, articulable observations concerning the driver's appearance, behavior, speech, or body odors. The required observations for reasonable suspicion of a controlled substances violation may include indications of the chronic and withdrawal effects of controlled substances.
- c. Alcohol testing shall be administered within two (2) hours following a determination of reasonable suspicion. If it is not done within two (2) hours, the school district shall prepare and maintain a record explaining why it was not promptly administered and continue to attempt to administer the alcohol test within eight (8) hours. If an alcohol test is not administered within eight (8) hours following the determination of reasonable suspicion, the school district shall cease attempts to administer the test and state in the record the reasons for not administering the test.
- d. The supervisor or school district official who makes observations leading to a controlled substances reasonable suspicion test shall make and sign a written record of the observations within twenty-four (24) hours of the observed behavior or before the results of the drug test are released, whichever is earlier.

[Note: 49 C.F.R. §§ 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.

[Note: 49 C.F.R. §§ 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 C.F.R. §§ 40.191, 40.261, and 382.211. They are more specifically addressed in 49 C.F.R. §§ 382.501-382.507 and in 49 U.S.C. § 521(b).]

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

I. Testing Procedures

1. Drug Testing

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

- a. Drug testing is conducted by analyzing a donor's urine specimen. Split urine samples will be collected in accordance with federal regulations. The donor will provide a urine sample at a designated

collection site. The collection site personnel will then pour the sample into two sample bottles, labeled “primary” and “split,” seal the specimen bottles, complete the chain of custody form, and prepare the specimen bottles for shipment to the testing laboratory for analysis. The specimen preparation shall be conducted in sight of the donor.

- b. If the donor is unable to provide the appropriate quantity of urine, the collection site person shall instruct the individual to drink up to forty (40) ounces of fluid distributed reasonably through a period of up to three (3) hours to attempt to provide a sample. If the individual is still unable to provide a complete sample, the test shall be discontinued and the school district notified. The DER shall refer the donor for a medical evaluation to determine if the donor’s inability to provide a specimen is genuine or constitutes a refusal to test. For pre-employment testing, the school district may elect to not have a referral made, and revoke the employment offer.
- c. Drug test results are reported directly to the MRO by the testing laboratory. The MRO reports the results to the DER. If the results are negative, the school district is informed and no further action is necessary. If the test result is confirmed positive, adulterated, substituted, or invalid, the MRO shall give the donor an opportunity to discuss the test result. The MRO will contact the donor directly, on a confidential basis, to determine whether the donor wishes to discuss the test result. The MRO shall notify each donor that the donor has seventy-two (72) hours from the time of notification in which to request a test of the split specimen at the donor’s expense. No split specimen testing is done for an invalid result.
- d. If the donor requests an analysis of the split specimen within seventy-two (72) hours of having been informed of a confirmed positive test, the MRO shall direct, in writing, the laboratory to provide the split specimen to another Department of Health and Human Services – SAMHSA certified laboratory for analysis. If the donor has not contacted the MRO within seventy-two (72) hours, the donor may present the MRO information documenting that serious illness, injury, inability to contact the MRO, lack of actual notice of the confirmed positive test, or other circumstances unavoidably prevented the donor from timely making contact. If the MRO concludes that a legitimate explanation for the donor’s failure to contact him/her within seventy-two (72) hours exists, the MRO shall direct the analysis of the split specimen. The MRO will review the confirmed positive test result to determine whether an acceptable medical reason for the positive result exists. The MRO shall confirm and report a positive test result to the DER and the employee when no legitimate medical reason for a positive test

result as received from the testing laboratory exists.

- e. If, after making reasonable efforts and documenting those efforts, the MRO is unable to reach the donor directly, the MRO must contact the DER who will direct the donor to contact the MRO. If the DER is unable to contact the donor, the donor will be suspended from performing safety-sensitive functions.
- f. The MRO may confirm the test as a positive without having communicated directly with the donor about the test results under the following circumstances:
 - (1) The donor expressly declines the opportunity to discuss the test results;
 - (2) The donor has not contacted the MRO within seventy-two (72) hours of being instructed to do so by the DER; or
 - (3) The MRO and the DER, after making and documenting all reasonable efforts, have not been able to contact the donor within ten (10) days of the date the confirmed test result was received from the laboratory.

2. Alcohol Testing

[Note: The DOT Alcohol Testing Form (ATF) must be used for every DOT alcohol test. 49 C.F.R. § 40.225]

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

- e. Alcohol tests are reported directly to the DER.

J. Driver/Driver Applicant Rights

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

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

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

K. Testing Laboratory

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

L. Confidentiality of Test Results

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

M. Recordkeeping Requirements and Retention of Records

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

[Note: The federal recordkeeping requirements for school districts are detailed in the federal regulations 49 C.F.R. §§ 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
Collection records	2 years
Negative and cancelled drug 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.

N. Training

The school district shall ensure all persons designated to supervise drivers receive training. The designated employees shall receive at least sixty (60) minutes of training on alcohol misuse and at least sixty (60) minutes of training on controlled substances use. The training shall include physical, behavioral, speech, and

performance indicators of probable misuse of alcohol and use of controlled substances. The training will be used by the supervisors to make determinations of reasonable suspicion.

O. Consequences of Prohibited Conduct and Enforcement

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

2. Referral, Evaluation, and Treatment

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

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

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

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

b. The school district will offer a driver an opportunity to return to a DOT safety-sensitive duty following an employee's first positive test result on a confirmatory test if no reasons independent of the first test result for discharge exist. Otherwise, the school district may choose, but is not required, to provide an SAP evaluation or any subsequent recommended education or treatment.]

c. Drivers are responsible for payment for SAP evaluations and services unless a collective bargaining agreement or employee benefit plan provides otherwise.

d. Drivers who engage in prohibited conduct also are required to

comply with follow-up testing requirements.

3. Disciplinary Action

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

P. Other Testing

The school district may request or require that drivers submit to drug and alcohol testing other than that required by federal law. For example, drivers may be requested or required to undergo drug and alcohol testing on an annual basis as part of a routine physical examination. Such additional testing of drivers will be conducted only in accordance with the provisions of this policy and as provided in Minn. Stat. §§ 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 Minn. Stat. §§ 181.950-181.957. See Minn. Stat. § 221.031, Subd. 10. When testing beyond the federally mandated requirements, however, school districts still must comply with state law.]

IV. DRUG AND ALCOHOL TESTING FOR OTHER EMPLOYEES

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

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

1. General Limitations

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

2. Job Applicant Testing

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

3. Random Testing

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

4. Reasonable Suspicion Testing

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

- a. is under the influence of drugs or alcohol;
- b. has violated the school district's written work rules prohibiting the use, possession, sale, or transfer of drugs or alcohol while the

employee is working or while the employee is on the school district's premises or operating the school district's vehicles, machinery, or equipment;

- c. has sustained a personal injury, as that term is defined in Minn. Stat. § 176.011, Subd. 16, or has caused another employee to sustain a personal injury; or
- d. has caused a work-related accident or was operating or helping to operate machinery, equipment, or vehicles involved in a work-related accident.

5. Treatment Program Testing

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

6. Routine Physical Examination Testing

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

B. No Legal Duty to Test

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

C. Definitions

- 1. "Drug" means a controlled substance as defined in Minnesota Statutes, including medical cannabis, regardless of enrollment in the state registry program.
- 2. "Drug and alcohol testing," "drug or alcohol testing," and "drug or alcohol test" mean analysis of a body component sample according to the standards established under one of the programs listed in Minn. Stat. § 181.953, Subd. 1, for the purpose of measuring the presence or absence of

drugs, alcohol, or their metabolites in the sample tested.

3. “Other Employees” means any persons, independent contractors, or persons working for an independent contractor who perform services for the school 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 school district’s drug and alcohol testing policy relating to school bus drivers (Section III.). To the extent that the drug and alcohol testing of persons whose positions require a commercial driver’s license is not mandated by federal law and regulations, such testing shall be governed by Section IV. of this policy and the drivers shall fall within this definition of “other employees.”
4. “Job applicant” means a person, independent contractor, or person working for an independent contractor who applies to become an employee of the school 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 school district’s drug and alcohol testing policy relating to school bus drivers (Section III.).
5. “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 Minn. Stat. § 181.953, Subd. 1.
6. “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 school district discretion to waive the selection of any employee selected under the mechanism.
7. “Reasonable suspicion” means a basis for forming a belief based on specific facts and rational inferences drawn from those facts.
8. “Safety-sensitive position” means a job, including any supervisory or management position, in which an impairment caused by drug or alcohol usage would threaten the health or safety of any person.

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

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

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

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

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

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

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

E. Reliability and Fairness Safeguards

1. Pretest Notice

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

2. Notice of Test Results

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

3. Notice of and Right to Test Result Report

Within three (3) working days after receipt of a test result report from the testing laboratory, the school district shall inform in writing, an employee

or job applicant who has undergone drug or alcohol testing of the employee or job applicant's right to request and receive from the school district a copy of the test result report on any drug or alcohol test.

4. Notice of and Right to Explain Positive Test Result

- a. If an employee or job applicant has a positive test result on a confirmatory test, the school district shall provide him or her with notice of the test results and, at the same time, written notice of the right to explain the results and to submit additional information.
- b. The school district may request that the employee or job applicant indicate any over-the-counter or prescription medication that the individual is currently taking or has recently taken and any other information relevant to the reliability of, or explanation for, a positive test result.
- c. The employee may present verification of enrollment in the medical cannabis patient registry as part of the employee's explanation.
- d. Within three (3) working days after notice of a positive test result on a confirmatory test, an employee or job applicant may submit information (in addition to any information already submitted) to the school district to explain that result.

5. Notice of and Right to Request Confirmatory Retests

- a. If an employee or job applicant has a positive test result on a confirmatory test, the school district shall provide him or her 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 school district in writing of his or her intention to obtain a confirmatory retest. Within three (3) working days after receipt of the notice, the school district shall notify the original testing laboratory that the employee or job applicant has requested the laboratory to conduct the confirmatory retest or to transfer the sample to another laboratory licensed under Minn. Stat. § 181.953, Subd. 1 to conduct the confirmatory retest. The original testing laboratory shall ensure that appropriate chain-of-custody procedures are followed during transfer of the sample to the other laboratory. The confirmatory retest must use the same

drug or alcohol threshold detection levels as used in the original confirmatory test. If the confirmatory retest does not confirm the original positive test result, no adverse personnel action based on the original confirmatory test may be taken against the employee or job applicant.

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

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

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

1. The school district may not discharge, discipline, discriminate against, request, or require rehabilitation of an employee on the basis of a positive test result from an initial screening test that has not been verified by a confirmatory test.
2. In the case of a positive test result on a confirmatory test, the employee shall be subject to discipline which includes, but is not limited to, immediate suspension without pay and immediate discharge, pursuant to the provisions of this policy.
3. The school district may not discharge an employee for whom a positive test result on a confirmatory test was the first such result for the employee on a drug or alcohol test requested by the school district, unless the following conditions have been met:
 - a. The school district has first given the employee an opportunity to participate in, at the employee's own expense or pursuant to coverage under an employee benefit plan, either a drug or alcohol counseling or rehabilitation program, whichever is more appropriate, as determined by the school district after consultation with a certified chemical abuse counselor or a physician trained in the diagnosis and treatment of chemical dependency; and
 - b. The employee has either refused to participate in the counseling or rehabilitation program or has failed to successfully complete the program, as evidenced by withdrawal from the program before its completion or by a positive test result on a confirmatory test after completion of the program.
4. Notwithstanding Paragraph 1., the school district may temporarily suspend the tested employee or transfer that employee to another position at the

same rate of pay pending the outcome of the confirmatory test and, if requested, the confirmatory retest, provided the school district believes that it is reasonably necessary to protect the health or safety of the employee, co-employees or the public. An employee who has been suspended without pay must be reinstated with back pay if the outcome of the confirmatory test or requested confirmatory retest is negative.

5. The school district may not discharge, discipline, discriminate against, request, or require rehabilitation of an employee on the basis of medical history information or the employee's status as a patient enrolled in the medical cannabis registry program revealed to the school district, unless the employee was under an affirmative duty to provide the information before, upon, or after hire, or failing to do so would violate federal law or regulations or cause the school district to lose money or licensing-related benefit under federal law or regulations.
6. The school district may not discriminate against any employee in termination, discharge, or any term of condition of employment or otherwise penalize an employee based upon an employee registered patient's positive drug test for cannabis components or metabolites, unless the employee used, possessed, or was impaired by medical cannabis on school district property during the hours of employment.
7. An employee must be given access to information in his or her personnel file relating to positive test result reports and other information acquired in the drug and alcohol testing process and conclusions drawn from and actions taken based on the reports or other acquired information.

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

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

H. Chain-of-Custody Procedures

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

1. Possession of a sample must be traceable to the employee from whom the sample is collected, from the time the sample is collected through the time the sample is delivered to the laboratory;
2. The sample must always be in the possession of, must always be in view

of, or must be placed in a secure area by a person authorized to handle the sample;

3. A sample must be accompanied by a written chain-of-custody record; and
4. Individuals relinquishing or accepting possession of the sample must record the time the possession of the sample was transferred and must sign and date the chain-of-custody record at the time of transfer.

I. Privacy, Confidentiality and Privilege Safeguards

1. Privacy Limitations

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

2. Confidentiality Limitations

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

3. Exceptions to Privacy and Confidentiality Disclosure Limitations

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

4. Privilege

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

J. Notice of Testing Policy to Affected Employees

The school district shall provide written notice of this drug and alcohol testing

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

V. POSTING

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

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. Ch. 43A (State Personnel Management)
Minn. Stat. § 152.22 (Medical Cannabis; Definitions)
Minn. Stat. § 152.23 (Medical Cannabis; Limitations)
Minn. Stat. § 152.32 (Protections for Registry Program Participation)
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. § 521(b) (Civil and Criminal Penalties for Violations)
49 C.F.R. Parts 40 and 382 (Department of Transportation Rules Implementing Omnibus Transportation Employee Testing Act of 1991)

Cross-References: MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of 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)

Adopted: _____

MSBA/MASA Model Policy 416

Orig. 1995

Revised: _____

Rev. 2023 (Dec.)

416 DRUG, ALCOHOL, AND CANNABIS TESTING

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

II. GENERAL STATEMENT OF POLICY

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

prohibited throughout the school or work day, including lunch or other breaks, whether or not the employee is on or off school district property. Employees under the influence of drugs that are not medically prescribed are prohibited from entering or remaining on school district property.

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

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

A. General Statement of Policy

All persons subject to commercial driver's license requirements shall be tested for alcohol, 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 school district that a driver has used alcohol or controlled substances based on: (a) direct observation of

the employee's use (not observation of behavior sufficient to warrant reasonable suspicion testing); (b) information provided by a previous employer; (c) a traffic citation; or (d) an employee's admission, except when made in connection with a qualified employee self-admission program.

2. "Alcohol Screening Device" (ASD) means a breath or saliva device, other than an Evidential Breath Testing Device (EBT), that is approved by the National Highway Traffic Safety Administration and placed on its Conforming Products List for such devices.
3. "Breath Alcohol Technician" (BAT) means an individual who instructs and assists individuals in the alcohol testing process and who operates the EBT.
4. "Commercial Motor Vehicle" (CMV) includes a vehicle that is designed to transport 16 or more passengers, including the driver.
5. "Designated Employer Representative" (DER) means an employee authorized by the school district to take immediate action to remove employees from safety-sensitive duties, or cause employees to be removed from these covered duties, and to make required decisions in the testing and evaluation process. The DER receives test results and other communications for the school district.
6. "Department of Transportation" (DOT) means United States Department of Transportation.
7. "Direct Observation" means observation of alcohol or controlled substances use and does not include observation of employee behavior or physical characteristics sufficient to warrant reasonable suspicion testing.
8. "Driver" is any person who operates a CMV, including full-time, regularly employed drivers, casual, intermittent, or occasional drivers, leased drivers, and independent owner-operator contractors.
9. "Evidential Breath Testing Device" (EBT) means a device approved by the National Highway Traffic Safety Administration for the evidentiary testing of breath for alcohol concentration and placed on its Conforming Products List for such devices.
10. "Licensed Medical Practitioner" means a person who is licensed, certified, and/or registered, in accordance with applicable Federal, State, local, or foreign laws and regulations, to prescribe controlled substances and other drugs.
11. "Medical Review Officer" (MRO) means a licensed physician responsible for receiving and reviewing laboratory results generated by the school district's drug testing program and for evaluating medical explanations for certain drug tests.
12. "Refusal to Submit" (to an alcohol or controlled substances test) means that a driver: (a) fails to appear for any test within a reasonable time, as determined by the school district, consistent with applicable DOT regulations, after being directed to do so; (b) fails to remain at the testing site until the testing process is complete; (c) fails to provide a urine specimen or an adequate amount of saliva or breath for any DOT drug or alcohol test; (d) fails to permit the observation or monitoring of the driver's provision of a specimen in the case of a directly observed or monitored collection in a drug test; (e) fails to provide a sufficient breath specimen or sufficient amount of urine when directed and a

determination has been made that no adequate medical explanation for the failure exists; (f) fails or declines to take an additional test as directed by the school district or the collector; (g) fails to undergo a medical examination or evaluation, as directed by the MRO or the DER; (h) fails to cooperate with any part of the testing process (e.g., refuses to empty pockets when so directed by the collector, behaves in a confrontational way that disrupts the collection process, fails to wash hands after being directed to do so by the collector, fails to sign the certification on the forms); (i) fails to follow the observer's instructions, in an observed collection, to raise the driver's clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if the driver has any type of prosthetic or other device that could be used to interfere with the collection process; (j) possesses or wears a prosthetic or other device that could be used to interfere with the collection process; (k) admits to the collector or MRO that the driver adulterated or substituted the specimen; or (l) is reported by the MRO as having a verified adulterated or substituted test result. An applicant who fails to appear for a pre-employment test, who leaves the testing site before the pre-employment testing process commences, or who does not provide a urine specimen because 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 school district's policies and procedures and the federal requirements with respect to the mandatory drug and alcohol testing of bus drivers. 49 Code of Federal Regulations, section 382.601. Most of the required information is contained within this model policy. Additional materials to be provided to employees are described in Paragraph 2. of Section C.]

1. The school district shall provide a copy of this policy and procedures to each driver prior to the start of its alcohol and drug testing program and to each driver subsequently hired or transferred into a position requiring driving of a CMV.

2. The school district shall provide to each driver information required under Title 49 of the Code of Federal Regulations, including information concerning the effects of alcohol and controlled substances use on an individual's health, work, and personal life; signs and symptoms of an alcohol or controlled substance problem (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 school district shall provide written notice to representatives of employee organizations that the information described above is available.
4. The school district shall require each driver to sign a statement certifying that the driver received a copy of the policy and materials. This statement should be in the form of Attachment A to this policy. The school district will maintain the original signed certificate and will provide a copy to the driver if the driver so requests.

[Note: The federal regulations require a school district to obtain a signed statement from each driver certifying that 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 school district and a copy may be provided to the driver.]

D. Alcohol and Controlled Substances Testing Program Manager

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

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

E. Specific Prohibitions for Drivers

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

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

3. On-Duty Use. No driver shall use alcohol while performing safety-sensitive functions.
4. Pre-Duty Use. No driver shall perform safety-sensitive functions within four (4) hours after using alcohol.
5. Use Following an Accident. No driver required to take a post-accident test shall use alcohol for eight (8) hours following the accident, or until the driver undergoes a post-accident alcohol test, whichever occurs first.
6. Refusal to Submit to a Required Test. No driver shall refuse to submit to an alcohol or controlled substances test required by post-accident, random, reasonable suspicion, return-to-duty, or follow-up testing requirements. A verified adulterated or substituted drug test shall be considered a refusal to test.
7. Use of Controlled Substances. No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions when the driver uses any controlled substance, except when the use is pursuant to instructions (which have been presented to the school district) from a licensed medical practitioner who is familiar with the driver's medical history and has advised the driver that the substance does not adversely affect the driver's ability to safely operate a CMV. Controlled substance includes medical cannabis, regardless of whether the driver is enrolled in the state registry program.
8. Positive, Adulterated, or Substituted Test for Controlled Substance. No driver shall report for duty, remain on duty, or perform a safety-sensitive function if the driver tests positive for controlled substances, including medical cannabis, or has adulterated or substituted a test specimen for controlled substances.
9. General Prohibition. Drivers are also subject to the general policies and procedures of the school district that prohibit possession, transfer, sale, exchange, reporting to work under the influence of drugs or alcohol, and consumption of drugs or alcohol while at work or while on school district premises or operating any school district vehicle, machinery, or equipment.

F. Other Alcohol-Related Conduct

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

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

G. Prescription Drugs/Cannabinoid Products

A driver shall inform the driver's supervisor if at any time the driver is using a controlled substance pursuant to a physician's prescription. The physician's instructions shall be presented to the school district upon request. Use of a prescription drug shall be allowed if the physician has advised the driver that the prescribed drug will not adversely affect

the driver's ability to safely operate a CMV. Use of medical cannabis is prohibited notwithstanding the driver's enrollment in the patient registry. Use of nonintoxicating cannabinoids or edible cannabinoid products is not a legitimate medical explanation for a confirmed positive test result for 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 school district.

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

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

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

than thirty (30) days from the date a safety-sensitive function was performed unless the school districts make good faith efforts to obtain the information and to make a record of those efforts to be retained in the driver's qualification file.]

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

23. Post-Accident Testing

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

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

following the accident or a post-accident controlled substances test is not administered within thirty-two (32) hours following the accident, the school district shall cease attempts to administer the test, and prepare and maintain on file a record stating the reasons for not administering the test.

- g. The school district shall report drug and alcohol program violations to the Clearinghouse as required under federal law.

34. Random Testing

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

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

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

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

45. Reasonable Suspicion Testing

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

- a. The school district shall require a driver to submit to an alcohol test and/or controlled substances, including medical cannabis, test when a supervisor or school district official, who has been trained in accordance

with the regulations, has reasonable suspicion to believe that the driver has used alcohol and/or controlled substances, including medical cannabis, on duty, within four (4) hours before coming on duty, or just after the period of the work day. The test shall be done as soon as practicable following the observation of the behavior indicative of the use of controlled substances or alcohol.

- b. The reasonable suspicion determination must be based on specific, contemporaneous, articulable observations concerning the driver's appearance, behavior, speech, or body odors. The required observations for reasonable suspicion of a controlled substances violation may include indications of the chronic and withdrawal effects of controlled substances.
- c. Alcohol testing shall be administered within two (2) hours following a determination of reasonable suspicion. If it is not done within two (2) hours, the school district shall prepare and maintain a record explaining why it was not promptly administered and continue to attempt to administer the alcohol test within eight (8) hours. If an alcohol test is not administered within eight (8) hours following the determination of reasonable suspicion, the school district shall cease attempts to administer the test and state in the record the reasons for not administering the test.
- d. The supervisor or school district official who makes observations leading to a controlled substances reasonable suspicion test shall make and sign a written record of the observations within twenty-four (24) hours of the observed behavior or before the results of the drug test are released, whichever is earlier.

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

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

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

- 67. 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.

- 78. 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 DE to this policy.

I. Testing Procedures

1. Drug Testing

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

- a. Drug testing is conducted by analyzing a donor's urine specimen. Split urine samples will be collected in accordance with federal regulations. The donor will provide a urine sample at a designated collection site. The collection site personnel will then pour the sample into two sample bottles, labeled "primary" and "split," seal the specimen bottles, complete the chain of custody form, and prepare the specimen bottles for shipment to the testing laboratory for analysis. The specimen preparation shall be conducted in sight of the donor.
- b. If the donor is unable to provide the appropriate quantity of urine, the collection site person shall instruct the individual to drink up to forty (40) ounces of fluid distributed reasonably through a period of up to three (3) hours to attempt to provide a sample. If the individual is still unable to provide a complete sample, the test shall be discontinued and the school district notified. The DER shall refer the donor for a medical evaluation to determine if the donor's inability to provide a specimen is genuine or constitutes a refusal to test. For pre-employment testing, the school district may elect to not have a referral made, and revoke the employment offer.

- c. Drug test results are reported directly to the MRO by the testing laboratory. The MRO reports the results to the DER. If the results are negative, the school district is informed and no further action is necessary. If the test result is confirmed positive, adulterated, substituted, or invalid, the MRO shall give the donor an opportunity to discuss the test result. The MRO will contact the donor directly, on a confidential basis, to determine whether the donor wishes to discuss the test result. The MRO shall notify each donor that the donor has seventy-two (72) hours from the time of notification in which to request a test of the split specimen at the donor's expense. No split specimen testing is done for an invalid result.
- d. If the donor requests an analysis of the split specimen within seventy-two (72) hours of having been informed of a confirmed positive test, the MRO shall direct, in writing, the laboratory to provide the split specimen to another Department of Health and Human Services – SAMHSA certified laboratory for analysis. If the donor has not contacted the MRO within seventy-two (72) hours, the donor may present the MRO information documenting that serious illness, injury, inability to contact the MRO, lack of actual notice of the confirmed positive test, or other circumstances unavoidably prevented the donor from timely making contact. If the MRO concludes that a legitimate explanation for the donor's failure to contact 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 school district will direct the donor to obtain a written evaluation from a licensed physician to determine if the donor's inability to provide a breath sample is genuine or constitutes a refusal to test.
- d. If the screening test results show alcohol concentration of 0.02 or higher, a confirmatory test conducted on an EBT will be required to be performed between fifteen (15) and thirty (30) minutes after the completion of the screening test.
- e. Alcohol tests are reported directly to the DER.

J. Driver/Driver Applicant Rights

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

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

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

after completion of the program.

- c. This limitation on employee discharge does not bar discharge of an employee for reasons independent of the first confirmed positive test result.

K. Testing Laboratory

The testing laboratory for controlled substances will be [***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, ~~c~~Chapter 13. Any information concerning the individual’s test results and records shall not be released without written permission of the individual, except as provided for by regulation or law.

M. Recordkeeping Requirements and Retention of Records

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

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

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

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

Information obtained from previous employers	3 years
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Alcohol and controlled substance collection procedures	2 years
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Negative and cancelled controlled substance tests	1 year
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Alcohol tests with less than 0.02 concentration	1 year
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Education and training records	indefinite
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“Education and training records” must be maintained while the individuals perform the functions which require training and for the two (2) years after ceasing to perform those functions.

3. Personal Information

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

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

N. Training

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

O. Consequences of Prohibited Conduct and Enforcement

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

2. Referral, Evaluation, and Treatment

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

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

- b. If the school district offers a driver an opportunity to return to a DOT

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

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

b. The school district will offer a driver an opportunity to return to a DOT safety-sensitive duty following an employee's first positive test result on a confirmatory test if no reasons independent of the first test result for discharge exist. Otherwise, the school district may choose, but is not required, to provide an SAP evaluation or any subsequent recommended education or treatment.]

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

3. Disciplinary Action

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

P. Other Testing

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

R. Annual Clearinghouse Query

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

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

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

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

A. Definitions

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

an independent contractor who applies to become an employee of the school 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 school district's drug and alcohol testing policy relating to school bus drivers (Section III).

8. "Other Employees" means any persons, independent contractors, or persons working for an independent contractor who perform services for the school 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."
9. "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.
10. "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 school district discretion to waive the selection of any employee selected under the mechanism.
11. "Reasonable Suspicion" means a basis for forming a belief based on specific facts and rational inferences drawn from those facts.
12. "Safety-Sensitive Position" means a job, including any supervisory or management position, in which an impairment caused by drug, alcohol, or cannabis usage would threaten the health or safety of any person.

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

1. General Limitations

- a. The school district will not request or require an employee or job applicant whose position does not require a commercial driver's license to undergo drug or alcohol testing or cannabis testing, unless the testing is done pursuant to this policy; and is conducted by a testing laboratory that meets one of the criteria listed in Minnesota Statutes, section 181.953, subdivision 1.
- b. The school district will not request or require an employee or job applicant whose position does not require a commercial driver's license to undergo drug and alcohol testing or cannabis testing on an arbitrary

and capricious basis.

2. Cannabis Testing Exceptions

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

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

3. Job Applicant Testing

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

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

4. Random Testing

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

5. Reasonable Suspicion Testing

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

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

6. Treatment Program Testing

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

7. Routine Physical Examination Testing

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

C. No Legal Duty to Test

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

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

Consequences of Such Refusal

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

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

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

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

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

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

E. Reliability and Fairness Safeguards

1. Pretest Notice

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

2. Notice of Test Results

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

3. Notice of and Right to Test Result Report

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

4. Notice of and Right to Explain Positive Test Result

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

Attachment G to this policy).

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

5. Notice of and Right to Request Confirmatory Retests

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

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

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

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

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

cannabis components or metabolites, unless the employee used, possessed, or was impaired by medical cannabis on school district property during the hours of employment.

7. An employee must be given access to information in the individual's personnel file relating to positive test result reports and other information acquired in the drug and alcohol testing process or cannabis testing process and conclusions drawn from and actions taken based on the reports or other acquired information.

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

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

H. Chain-of-Custody Procedures

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

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

I. Privacy, Confidentiality and Privilege Safeguards

1. Privacy Limitations

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

2. Confidentiality Limitations

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

3. Exceptions to Privacy and Confidentiality Disclosure Limitations

Notwithstanding Paragraphs 1. ~~a~~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, ~~c~~Chapter 43A or other applicable state or local law, or a judicial proceeding, provided that information is relevant to the hearing or proceeding; (2) disclosed to any federal agency or other unit of the United States government as required under federal law, regulation or order, or in accordance with compliance requirements of a federal government contract; and (3) disclosed to a substance abuse treatment facility for the purpose of evaluation or treatment of the employee.

4. Privilege

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

J. Notice of Testing Policy to Affected Employees

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

V. POSTING

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

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

Adopted: _____

MSBA/MASA Model Policy 420

Orig. 1995

Revised: _____

Rev. 2015

420 STUDENTS AND EMPLOYEES WITH SEXUALLY TRANSMITTED INFECTIONS AND DISEASES AND CERTAIN OTHER COMMUNICABLE DISEASES AND INFECTIOUS CONDITIONS

[Note: School districts are not required by statute to have a policy addressing these issues. However, Minn. Stat. § 121A.23 provides that school districts must have a program that incorporates the provisions contained in this policy.]

I. PURPOSE

Public concern that students and staff of the school district be able to attend the schools of the district without becoming infected with serious communicable or infectious diseases, including, but not limited to, Human Immunodeficiency Virus (HIV), Acquired Immunodeficiency Syndrome (AIDS), Hepatitis B, and Tuberculosis, requires that the school board adopt measures effectively responding to health concerns while respecting the rights of all students, employees, and contractors, including those who are so infected. The purpose of this policy is to adopt such measures.

II. GENERAL STATEMENT OF POLICY

A. Students

The policy of the school board is that students with communicable diseases not be excluded from attending school in their usual daily attendance setting so long as their health permits and their attendance does not create a significant risk of the transmission of illness to students or employees of the school district. A procedure for minimizing interruptions to learning resulting from communicable diseases will be established by the school district in its IEP and Section 504 team process, if applicable, and in consultation with community health and private health care providers. Procedures for the inclusion of students with communicable diseases will include any applicable educational team planning processes, including the review of the educational implications for the student and others with whom the student comes into contact.

B. Employees

The policy of the school board is that employees with communicable diseases not be excluded from attending to their customary employment so long as they are physically, mentally, and emotionally able to safely perform tasks assigned to them and so long as their employment does not create a significant risk of the transmission of illness to students, employees, or others in the school district. If a reasonable accommodation will eliminate the significant risk of transmission, such accommodation will be undertaken unless it poses an undue hardship to the

school district.

C. Circumstances and Conditions

1. Determinations of whether a contagious individual's school attendance or job performance creates a significant risk of the transmission of the illness to students or employees of the school district will be made on a case by case basis. Such decisions will be based upon the nature of the risk (how it is transmitted), the duration of the risk (how long the carrier is infectious), the severity of the risk (what is the potential harm to third parties), and the probabilities the disease will be transmitted and will cause varying degrees of harm. When a student is disabled, such a determination will be made in consultation with the educational planning team.
2. The school board recognizes that some students and some employees, because of special circumstances and conditions, may pose greater risks for the transmission of infectious conditions than other persons infected with the same illness. Examples include students who display biting behavior, students or employees who are unable to control their bodily fluids, who have oozing skin lesions, or who have severe disorders which result in spontaneous external bleeding. These conditions need to be taken into account and considered in assessing the risk of transmission of the disease and the resulting effect upon the educational program of the student or employment of the employee by consulting with the Commissioner of Health, the physician of the student or employee, and the parent(s)/guardian(s) of the student.

D. Students with Special Circumstances and Conditions

The school (title), along with the infected individual's physician, the infected individual or parent(s)/guardian(s), and others, if appropriate, will weigh risks and benefits to the student and to others, consider the least restrictive appropriate educational placement, and arrange for periodic reevaluation as deemed necessary by the state epidemiologist. The risks to the student shall be determined by the student's physician.

E. Extracurricular Student Participation

Student participation in nonacademic, extracurricular, and non-educational programs of the school district are subject to a requirement of equal access and comparable services.

F. Precautions

The school district will develop routine procedures for infection control at school and for educating employees about these procedures. The procedures shall be developed through cooperation with health professionals taking into consideration

any guidelines of the Minnesota Department of Education and the Minnesota Department of Health. (These precautionary procedures shall be consistent with the school district's procedures regarding blood-borne pathogens developed pursuant to the school district's employee right to know policy.)

G. Information Sharing

1. Employee and student health information shall be shared within the school district only with those whose jobs require such information and with those who have a legitimate educational interest (including health and safety) in such information and shall be shared only to the extent required to accomplish legitimate educational goals and to comply with employees' right to know requirements.
2. Employee and student health data shall be shared outside the school district only in accordance with state and federal law and with the school district's policies on employee and student records and data.

H. Reporting

If a medical condition of student or staff threatens public health, it must be reported to the Commissioner of Health.

I. Prevention

The school district shall, with the assistance of the Commissioners of Health and Education, implement a program to prevent and reduce the risk of sexually transmitted diseases in accordance with Minn. Stat. § 121A.23 which includes:

1. planning materials, guidelines, and other technically accurate and updated information;
2. a comprehensive, developmentally appropriate, technically accurate, and updated curriculum that includes helping students to abstain from sexual activity until marriage;
3. cooperation and coordination among school districts and Service Cooperatives;
4. a targeting of adolescents, especially those who may be at high risk of contracting sexually transmitted diseases and infections, for prevention efforts;
5. involvement of parents and other community members;
6. in-service training for district staff and school board members;
7. collaboration with state agencies and organizations having a sexually

transmitted infection and disease prevention or sexually transmitted infection and disease risk reduction program;

8. collaboration with local community health services, agencies and organizations having a sexually transmitted infection and disease risk reduction program; and
9. participation by state and local student organizations.
10. The program must be consistent with the health and wellness curriculum.
11. The school district may accept funds for sexually transmitted infection and disease prevention programs developed and implemented under this section from public and private sources, including public health funds and foundations, department professional development funds, federal block grants, or other federal or state grants.

J. Vaccination and Screening

The school district will develop procedures regarding the administration of Hepatitis B vaccinations and Tuberculosis screenings in keeping with current state and federal law. The procedures shall provide that the Hepatitis B vaccination series be offered to all who have occupational exposure at no cost to the employee.

Legal References: Minn. Stat. § 121A.23 (Health-Related Programs)
Minn. Stat. § 144.441-442 (Tuberculosis)
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
20 U.S.C. § 1400 *et seq.* (Individuals with Disabilities Education Improvement Act of 2004)
29 U.S.C. § 794 *et seq.* (Rehabilitation Act of 1973, § 504)
42 U.S.C. § 12101 *et seq.* (Americans with Disabilities Act)
29 C.F.R. 1910.1030 (Occupational Exposure to Bloodborne Pathogens)
Kohl by Kohl v. Woodhaven Learning Center, 865 F.2d 930 (8th Cir.), *cert. denied*, 493 U.S. 892, 110 S.Ct. 239 (1989)
School Board of Nassau County, Fla. v. Arline, 480 U.S. 273, 107 S.Ct. 1123 (1987)
16 EHLR 712, OCR Staff Memo, April 5, 1990

Cross References: MSBA/MASA Model Policy 402 (Disability Nondiscrimination)
MSBA/MASA Model Policy 407 (Employee Right to Know – Exposure to Hazardous Substances)
MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)

Adopted: _____

MSBA/MASA Model Policy 420

Orig. 1995

Revised: _____

Rev. 2022~~15~~

420 STUDENTS AND EMPLOYEES WITH SEXUALLY TRANSMITTED INFECTIONS AND DISEASES AND CERTAIN OTHER COMMUNICABLE DISEASES AND INFECTIOUS CONDITIONS

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II. GENERAL STATEMENT OF POLICY

A. Students

The policy of the school board is that students with communicable diseases not be excluded from attending school in their usual daily attendance setting so long as their health permits and their attendance does not create a significant risk of the transmission of illness to students or employees of the school district. A procedure for minimizing interruptions to learning resulting from communicable diseases will be established by the school district in its IEP and Section 504 team process, if applicable, and in consultation with community health and private health care providers. Procedures for the inclusion of students with communicable diseases will include any applicable educational team planning processes, including the review of the educational implications for the student and others with whom the student comes into contact.

B. Employees

The policy of the school board is that employees with communicable diseases not be excluded from attending to their customary employment so long as they are physically, mentally, and emotionally able to safely perform tasks assigned to them and so long as their employment does not create a significant risk of the transmission of illness to students, employees, or others in the school district. If a reasonable accommodation will eliminate the significant risk of transmission, such accommodation will be undertaken unless it poses an undue hardship to the school district.

C. Circumstances and Conditions

1. Determinations of whether a contagious individual's school attendance or job performance creates a significant risk of the transmission of the illness to students or employees of the school district will be made on a case by case

basis. Such decisions will be based upon the nature of the risk (how it is transmitted), the duration of the risk (how long the carrier is infectious), the severity of the risk (what is the potential harm to third parties), and the probabilities the disease will be transmitted and will cause varying degrees of harm. When a student is disabled, such a determination will be made in consultation with the educational planning team.

2. The school board recognizes that some students and some employees, because of special circumstances and conditions, may pose greater risks for the transmission of infectious conditions than other persons infected with the same illness. Examples include students who display biting behavior, students or employees who are unable to control their bodily fluids, who have oozing skin lesions, or who have severe disorders which result in spontaneous external bleeding. These conditions need to be taken into account and considered in assessing the risk of transmission of the disease and the resulting effect upon the educational program of the student or employment of the employee by consulting with the Commissioner of Health, the physician of the student or employee, and the parent(s)/guardian(s) of the student.

D. Students with Special Circumstances and Conditions

The school (title), along with the infected individual's physician, the infected individual or parent(s)/guardian(s), and others, if appropriate, will weigh risks and benefits to the student and to others, consider the least restrictive appropriate educational placement, and arrange for periodic reevaluation as deemed necessary by the state epidemiologist. The risks to the student shall be determined by the student's physician.

E. Extracurricular Student Participation

Student participation in nonacademic, extracurricular, and non-educational programs of the school district are subject to a requirement of equal access and comparable services.

F. Precautions

The school district will develop routine procedures for infection control at school and for educating employees about these procedures. The procedures shall be developed through cooperation with health professionals taking into consideration any guidelines of the Minnesota Department of Education and the Minnesota Department of Health. (These precautionary procedures shall be consistent with the school district's procedures regarding blood-borne pathogens developed pursuant to the school district's employee right to know policy.)

G. Information Sharing

1. Employee and student health information shall be shared within the school district only with those whose jobs require such information and with those who have a legitimate educational interest (including health and safety) in such information and shall be shared only to the extent required to accomplish legitimate educational goals and to comply with employees' right to know requirements.
2. Employee and student health data shall be shared outside the school district only in accordance with state and federal law and with the school district's

policies on employee and student records and data.

H. Reporting

If a medical condition of student or staff threatens public health, it must be reported to the Minnesota Commissioner of Health.

I. Prevention

The school district shall, with the assistance of the Minnesota Commissioners of Health and -Education, implement a program to prevent and reduce the risk of sexually transmitted diseases in accordance with Minn. Stat. §Minnesota Statutes section 121A.23 ~~which-that~~ includes:

1. planning materials, guidelines, and other technically accurate and updated information;
2. a comprehensive, developmentally appropriate, technically accurate, and updated curriculum that includes helping students to abstain from sexual activity until marriage;
3. cooperation and coordination among school districts and Service Cooperatives;
4. a targeting of adolescents, especially those who may be at high risk of contracting sexually transmitted diseases and infections, for prevention efforts;
5. involvement of parents and other community members;
6. in-service training for district staff and school board members;
7. collaboration with state agencies and organizations having a sexually transmitted infection and disease prevention or sexually transmitted infection and disease risk reduction program;
8. collaboration with local community health services, agencies and organizations having a sexually transmitted infection and disease risk reduction program; and
9. participation by state and local student organizations.
10. The program must be consistent with the health and wellness curriculum.
11. The school district may accept funds for sexually transmitted infection and disease prevention programs developed and implemented under this section from public and private sources, including public health funds and foundations, department professional development funds, federal block grants, or other federal or state grants.

J. Vaccination and Screening

The school district will develop procedures regarding the administration of Hepatitis B vaccinations and Tuberculosis screenings in keeping with current state and federal law. The procedures shall provide that the Hepatitis B vaccination series be offered to all who have occupational exposure at no cost to the employee.

Legal References: Minn. Stat. § 121A.23 ([Programs to Prevent and Reduce the Risks of Sexually Transmitted Infections and Diseases](#))
Minn. Stat. § 144.441-~~442~~ (Tuberculosis [Screening in Schools](#))
[Minn. Stat. § 142 \(Testing in School Clinics\)](#)
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
20 U.S.C. § 1400 *et seq.* (Individuals with Disabilities Education ~~Improvement Act of 2004~~)
29 U.S.C. § 794 *et seq.* (Rehabilitation Act of 1973, § 504)
42 U.S.C. § 12101 *et seq.* (Americans with Disabilities Act)
29 C.F.R. 1910.1030 (~~Occupational Exposure to~~ Bloodborne Pathogens)
Kohl by Kohl v. Woodhaven Learning Center, 865 F.2d 930 (8th Cir.), *cert. denied*, 493 U.S. 892, ~~110 S.Ct. 239~~ (1989)
School Board of Nassau County, Fla. v. Arline, 480 U.S. 273, ~~107 S.Ct. 1123~~ (1987)
16 EHLR 712, OCR Staff Memo, April 5, 1990

Cross References: MSBA/MASA Model Policy 402 (Disability Nondiscrimination)
MSBA/MASA Model Policy 407 (Employee Right to Know – Exposure to Hazardous Substances)
MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)

Adopted: _____

MSBA/MASA Model Policy 516.5

Orig. 2023

Revised:

Rev: June 2023

516.5 OVERDOSE MEDICATION

[Note: ~~The 2023 Minnesota legislature enacted legislation requiring school districts to maintain a supply of opiate antagonists, are not required to adopt a policy on the use of emergency drugs for the treatment of drug-related overdoses. School districts and their employees are legally permitted to purchase, store, and administer Naloxone (Narcan) in response to an opiate overdose in schools and those who do assist with such administration are immune from civil liability as well as exempt from criminal prosecution from possession, use, etc. of a prescription medication, particularly to an individual to whom it was not prescribed. The provisions of this policy outline the requirements of the law with respect to the use of Naloxone (Narcan) in schools.]~~

I. PURPOSE

As a means of enhancing the health and safety of its students, staff and visitors, the school district will acquire, administer, and store doses of an opiate antagonist, specifically Naloxone (Narcan), and administration devices or kits for emergency use to assist a student, staff member, or other individual believed or suspected to be experiencing an opioid overdose on school district property during the school day or at school district activities.

II. GENERAL STATEMENT OF POLICY

The school board authorizes school administration to obtain and possess opioid overdose reversal medication, such as Naloxone, to be maintained and administered to a student or other individual by trained school staff if the staff member determines in good faith that the person to whom the medication is administered is experiencing an opioid overdose. Authorization for obtaining, possessing and administering Naloxone or similar permissible medications under this policy are contingent upon: 1) the continued validity of state and federal law that permit a person who is not a healthcare professional to dispense an opiate antagonist to the school district and its employees by law; 2) that the school district and its staff are immune from criminal prosecution and not otherwise liable for civil damages for administering the opiate antagonist to another person who the staff member believes in good faith to be suffering from a drug overdose; and 3) the availability of funding either from outside sources or as approved by the school board to obtain and administer opioid overdose reversal medication.

III. DEFINITIONS

- A. **"Drug-related overdose"** means an acute condition, including mania, hysteria, extreme physical illness, respiratory depression or coma, resulting from the consumption or use of a controlled substance, or another substance with which a controlled substance was combined, and that a layperson would reasonably believe to be a drug overdose that requires immediate medical assistance.
- B. **"Naloxone Coordinator"** is a school district staff person or administrator appointed to monitor adherence to protocols outlined in this policy and referenced procedures. The Naloxone Coordinator is responsible for building-level administration and management of Opiate Antagonist medications and supplies. The school district's Naloxone Coordinator is [insert title of staff person appointed as coordinator].

- C. **"Opiate"** means any dangerous substance having an addiction forming or addiction sustaining liability similar to morphine or being capable of conversion into a drug having such addiction forming or addiction sustaining liability.
- D. **"Opiate Antagonist"** means naloxone hydrochloride ("Naloxone") or any similarly acting drug approved by the federal Food and Drug Administration for the treatment of a drug overdose.
- E. **"Standing Order"** means directions from the school district's medical provider that sets forth how to house and administer Naloxone or other Opiate Antagonist medications to students, staff members or other individuals believed or suspected to be experiencing an opioid overdose. This Standing Order should include the following information:
 - 1. Administration type
 - 2. Dosage
 - 3. Date of issuance
 - 4. Signature of the authorized provider

IV. GENERAL STATEMENT OF POLICY AND RESPONSIBILITIES

- A. The school district must maintain a supply of opiate antagonists at each school site to be administered in compliance with Minnesota law. Each school building must have two doses of nasal naloxone available on-site.

[Note: The Minnesota Department of Education offered guidance regarding the meaning of "school site." If a school site includes multiple buildings, the two-dose requirement applies to buildings used for instruction. It does not apply to administrative buildings, facility buildings, ice arenas, and similar buildings not used for instruction.]

- B. A licensed physician, a licensed advanced practice registered nurse authorized to prescribe drugs pursuant to Minnesota Statutes, section 148.235, or a licensed physician assistant may authorize a nurse or other personnel employed by, or under contract with, a public school may be authorized to administer opiate antagonists as defined under Minnesota Statutes, section 604A.04, subdivision 1.
- C. A licensed practical nurse is authorized to possess and administer an opiate antagonist in a school setting notwithstanding Minnesota Statutes, 148.235, subdivisions 8 and 9.
- D. School District Collaborative Planning and Implementation Team

To the extent Naloxone is obtained for use consistent with this policy, the school district will establish a school district-wide collaborative planning and implementation team ("School District Planning Team") who will oversee the general development and operations related to the use of opiate antagonist Naloxone and regularly report to the school board as to its activities.

- 1. The School District Planning Team will include the Naloxone Coordinator and may include the superintendent (or designee), school nurse, public health experts, first responders, student or family representatives, and community partners who will be assigned to the Team by the superintendent or designee or

solicited as volunteers by the superintendent.

2. The School District Planning Team, through the Naloxone Coordinator, will obtain a protocol or Standing Order from a licensed medical prescriber for the use of Naloxone or other Opiate Antagonist by school district staff in all school facilities and activities and will update or renew the protocol or Standing Order annually or as otherwise required. A copy of the protocol or Standing Order will be maintained in the office of the Naloxone Coordinator.
3. The School District Planning Team will develop school district-wide guidelines and procedures and determine the form(s) of Naloxone to be used within the school district (nasal, auto injector, manual injector) and the method and manner of arranging for the financing and purchasing, storage and use of Naloxone to be approved by the school board. Once approved by the school district board, these guidelines and procedures will be attached and incorporated into this policy. At a minimum, these guidelines and procedures will:
 - a. Ensure that when Naloxone is administered, school district employees must activate the community emergency response system (911) to ensure additional medical support due to the limited temporary effect of Naloxone and the continued need of recipients of additional medical care;
 - b. Require school district employees to contact a school district healthcare professional to obtain medical assistance for the recipient of the Naloxone, if possible, pending arrival of emergency personnel;
 - c. Direct school district employees to make immediate attempts to determine if the recipient is a minor and, if so, locate the identity of the parent or guardian of the minor and ensure contact with that parent or guardian is made as soon as possible after administration of the Naloxone for the purpose of informing the parent or guardian of the actions that have been taken; and
 - d. Require school district staff to inform the building administrator or other administrator overseeing an event or activity of the administration of Naloxone, as well as the Naloxone Coordinator, after taking necessary immediate emergency steps.
4. The School District Planning Team will determine the type and method of annual training, identify staff members at each school site to be trained and coordinate the implementation of the training with the assistance of the Naloxone Coordinator.

E. Site Planning Teams

1. In consultation with the School District Planning Team, the administrator at each school site may establish, in the manner the superintendent or Naloxone Coordinator deems appropriate, a Site Planning Team within the school site.
2. The Site Planning Team will be responsible for the coordination and implementation of this policy, school district-wide guidelines and procedures within the school site and will develop and implement any specific guidelines and procedure for the storage and use of Naloxone within the school site in a manner consistent with this policy and school district wide procedures and

guidelines.

E. School District Staff

School district staff members will be responsible for attending all required training pertaining to the policy, procedures and guidelines for the storage and use of Naloxone and performing any assigned responsibilities pursuant to the guidelines and procedures.

V. NALOXONE STORAGE

- A. The Site Planning Team will select numerous Naloxone storage locations within the school site and outside the school site when activities are conducted off school grounds (i.e., transportation services, field trips, etc.).

[Note: School districts may decide that Naloxone will not be sent on field trips, transportation or activities that occur outside of the typical school day or off school property and may modify this statement accordingly. If Naloxone is provided during these auxiliary activities, schools should ensure that it is only provided if there is an available trained staff member to administer it and that the medication can be safely and legally stored and transported.]

- B. The selected storage locations of Naloxone will be classified as non-public "security information" as the school board has determined that the disclosure of this data to the general public would be likely to substantially jeopardize the security of the medication that could be subject to theft, tampering, and improper use. Therefore, the identity of the storage locations will be shared only with those school district staff members whom the School District Planning Team or Site Team have determined need access to this information to aid public health and safety as determined in the procedures and guidelines.
- C. Stock Naloxone will be clearly labeled, monitored for expiration dates, and stored in a secured location that is accessible by trained staff as set forth in paragraph V.B.

VI. Privacy Protections

The school school district will maintain the privacy of students and staff related to the administration of Naloxone as required by law.

- Legal References:** Minn. Stat. § 13.32 (Educational Data)
Minn. Stat. § 13.43 (Personnel Data)
Minn. Stat. § 13.37 (General Nonpublic Data)
Minn. Stat. § 121A.21 (School Health Services)
Minn. Stat. § 121A.22 (Administration of Drugs and Medicine)
[Minn. Stat. § 121A.224 \(Opiate Antagonists\)](#)
Minn. Stat. § 144.344 (Emergency Treatment)
[Minn. Stat. § 148.235 \(Prescribing Drugs and Therapeutic Devices\)](#)
Minn. Stat. § 151.37 (Legend Drugs; Who May Prescribe, Possess)
Minn. Stat. § 152.01 (Definitions)
Minn. Stat. § 152.02 (Schedules of Controlled Substances)
~~Minn. Stat. § 152.212 (Labeling of Prescription Drug Containers)~~
Minn. Stat. § 604A.01 (Good Samaritan Law)
Minn. Stat. § 604A.015 (School Bus Driver Immunity from Liability)
Minn. Stat. § 604A.04 (Good Samaritan Overdose Prevention)
Minn. Stat. § 604A.05 (Good Samaritan Overdose Medical Assistance)
Minn. R. Pt. 6800.4220 (Schedule II Controlled Substances)

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

Cross Reference: MSBA/MASA Model Policy 516 (Student Medication)
Minnesota Department of Health Toolkit on the Administration of Naloxone

ⁱ Naloxone is the medication that reverses an opioid overdose. Narcan® is the brand name for the intranasal applicator (nasal spray) form of naloxone. Naloxone usually refers to an intermuscular (IN+M) naloxone form that comes in a vial and is administered with a syringe, normally dispensed as an "IM kit."

15. Discussion/Information

A. Operating Referendum in November 2024

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BARNESVILLE PUBLIC SCHOOL DIST.

2-2/65 KG updated 5.1.24

	2024	2025	2026	2027
Unassigned Fund Balance Goal %	13%	13%	13%	13%
Pupil Unit Value	\$7,138	\$7,281	\$7,426	\$7,575
Pupil Unit Value % Change		2%	2%	2%
1% increase on Basic Formula		\$65,874	\$66,567	\$67,801
REVENUES				
Property Taxes	\$1,255,850	\$1,309,830	\$1,231,282	\$1,235,531
State	\$9,383,030	\$9,235,578	\$9,309,222	\$9,483,845
Federal	\$327,510	\$74,710	\$74,710	\$74,710
Other Local	\$800,510	\$609,660	\$585,660	\$585,660
Total Revenue	11,766,900	11,229,778	11,200,874	11,379,745
% Revenue Change	2.54%	-4.56%	-0.26%	1.60%
EXPENDITURES				
Salaries & Wages	\$6,461,000	\$6,465,429	\$6,726,297	\$7,001,233
Benefits	\$1,957,580	\$2,031,789	\$2,156,359	\$2,244,831
All Other	\$3,253,990	\$3,035,990	\$3,477,631	\$3,535,687
Total Expenditures	\$11,672,570	\$11,533,208	\$12,360,287	\$12,781,751
% Expenditure Change	2.62%	-1.19%	7.17%	3.41%
Spending Variance	\$94,330	(\$303,430)	(\$1,159,414)	(\$1,402,005)
E.O.Y. APU's	948.82	922.86	914.28	912.98

	2024	2025	2026	2027
Begin Fund Equity	\$3,672,164	\$3,726,664	\$3,383,404	\$2,184,160
Spending Variance	\$94,330	(\$303,430)	(\$1,159,414)	(\$1,402,005)
Non Spendable	\$522	\$522	\$522	\$522
Committed	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
Assigned	\$0	\$0	\$0	\$0
Restricted	\$914,817	\$1,059,226	\$1,085,463	\$1,094,544
Change in Restricted	\$89,780	\$144,409	\$26,236	\$9,081
Unassigned Fund Balance	\$1,796,225	\$1,293,735	\$55,277	(\$1,406,933)
Unassigned FB/APU	\$1,893.11	\$1,401.87	\$60.46	(\$1,541.03)
S.O.D. Reserve Amount	(\$291,814)	(\$288,330)	(\$309,007)	(\$319,544)
Unassigned Fund Balance %	15.39%	11.22%	0.45%	-11.01%
-2.5% or less is S.O.D.	OK	OK	OK	S.O.D.
Goal Reserve Amount	\$1,517,434	\$1,499,317	\$1,606,837	\$1,661,628
Goal Achieved	YES	NO	NO	NO
Plan Change Needed	\$0	-\$205,583	-\$1,551,560	-\$3,068,560

Resulting Assumptions in the Plan	2024	2025	2026	2027
Enrollment Change (EC-12)				
Change in APU's		(26)	(9)	(1)
Basic State Funding / P.U. % Change		2.00%	2.00%	2.00%
Total Revenues % Change	2.54%	-4.56%	-0.26%	1.60%
Total Expenditures % Change	2.62%	-1.19%	7.17%	3.41%

BARNESVILLE PUBLIC SCHOOL DIST.

2-2/65 KG updated 5.1.24 - grade progression

	2024	2025	2026	2027
Unassigned Fund Balance Goal %	13%	13%	13%	13%
Pupil Unit Value	\$7,138	\$7,281	\$7,426	\$7,575
Pupil Unit Value % Change		2%	2%	2%
1% increase on Basic Formula		\$67,540	\$69,444	\$71,665
REVENUES				
Property Taxes	\$1,255,850	\$1,309,830	\$1,269,013	\$1,281,203
State	\$9,383,030	\$9,375,196	\$9,613,975	\$9,913,392
Federal	\$327,510	\$74,710	\$74,710	\$74,710
Other Local	\$800,510	\$609,660	\$585,660	\$585,660
Total Revenue	11,766,900	11,369,396	11,543,358	11,854,965
% Revenue Change	2.54%	-3.38%	1.53%	2.70%
EXPENDITURES				
Salaries & Wages	\$6,461,000	\$6,465,429	\$6,726,297	\$7,001,233
Benefits	\$1,957,580	\$2,031,789	\$2,156,359	\$2,244,831
All Other	\$3,253,990	\$3,035,990	\$3,477,631	\$3,535,687
Total Expenditures	\$11,672,570	\$11,533,208	\$12,360,287	\$12,781,751
% Expenditure Change	2.62%	-1.19%	7.17%	3.41%
Spending Variance	\$94,330	(\$163,812)	(\$816,930)	(\$926,785)
E.O.Y. APU's	948.82	946.20	953.80	965.00
	2024	2025	2026	2027
Begin Fund Equity	\$3,672,164	\$3,726,664	\$3,523,022	\$2,666,262
Spending Variance	\$94,330	(\$163,812)	(\$816,930)	(\$926,785)
Non Spendable	\$522	\$522	\$522	\$522
Committed	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
Assigned	\$0	\$0	\$0	\$0
Restricted	\$914,817	\$1,071,395	\$1,123,730	\$1,163,504
Change in Restricted	\$89,780	\$156,578	\$52,334	\$39,774
Unassigned Fund Balance	\$1,796,225	\$1,421,184	\$499,112	(\$518,571)
Unassigned FB/APU	\$1,893.11	\$1,501.99	\$523.29	(\$537.38)
S.O.D. Reserve Amount	(\$291,814)	(\$288,330)	(\$309,007)	(\$319,544)
Unassigned Fund Balance %	15.39%	12.32%	4.04%	-4.06%
-2.5% or less is S.O.D.	OK	OK	OK	S.O.D.
Goal Reserve Amount	\$1,517,434	\$1,499,317	\$1,606,837	\$1,661,628
Goal Achieved	YES	NO	NO	NO
Plan Change Needed	\$0	-\$78,134	-\$1,107,725	-\$2,180,198

Resulting Assumptions in the Plan	2024	2025	2026	2027
Enrollment Change (EC-12)				
Change in APU's		(3)	8	11
Basic State Funding / P.U. % Change		2.00%	2.00%	2.00%
Total Revenues % Change	2.54%	-3.38%	1.53%	2.70%
Total Expenditures % Change	2.62%	-1.19%	7.17%	3.41%

Enrollment Numbers Impact Funding

MREA is regularly asked why school districts are cutting budgets this year even though they received substantial funding from the 2023 Legislative Session. This conversation has many facets, including:

- the state not keeping up with inflation
- the inability of districts to pass operating referendums,
- much of the money of the last session was focused on categorical aid,
- new policy that had financial implications,
- significantly decreased equalization,
- necessary contract settlements,
- districts experiencing declining enrollment, and
- so many more.

In this article, we are focusing on one of the reasons why districts may be struggling financially – student enrollment trends. MREA will look at the big picture of student enrollment over the years and then hone in on the post-Covid era.

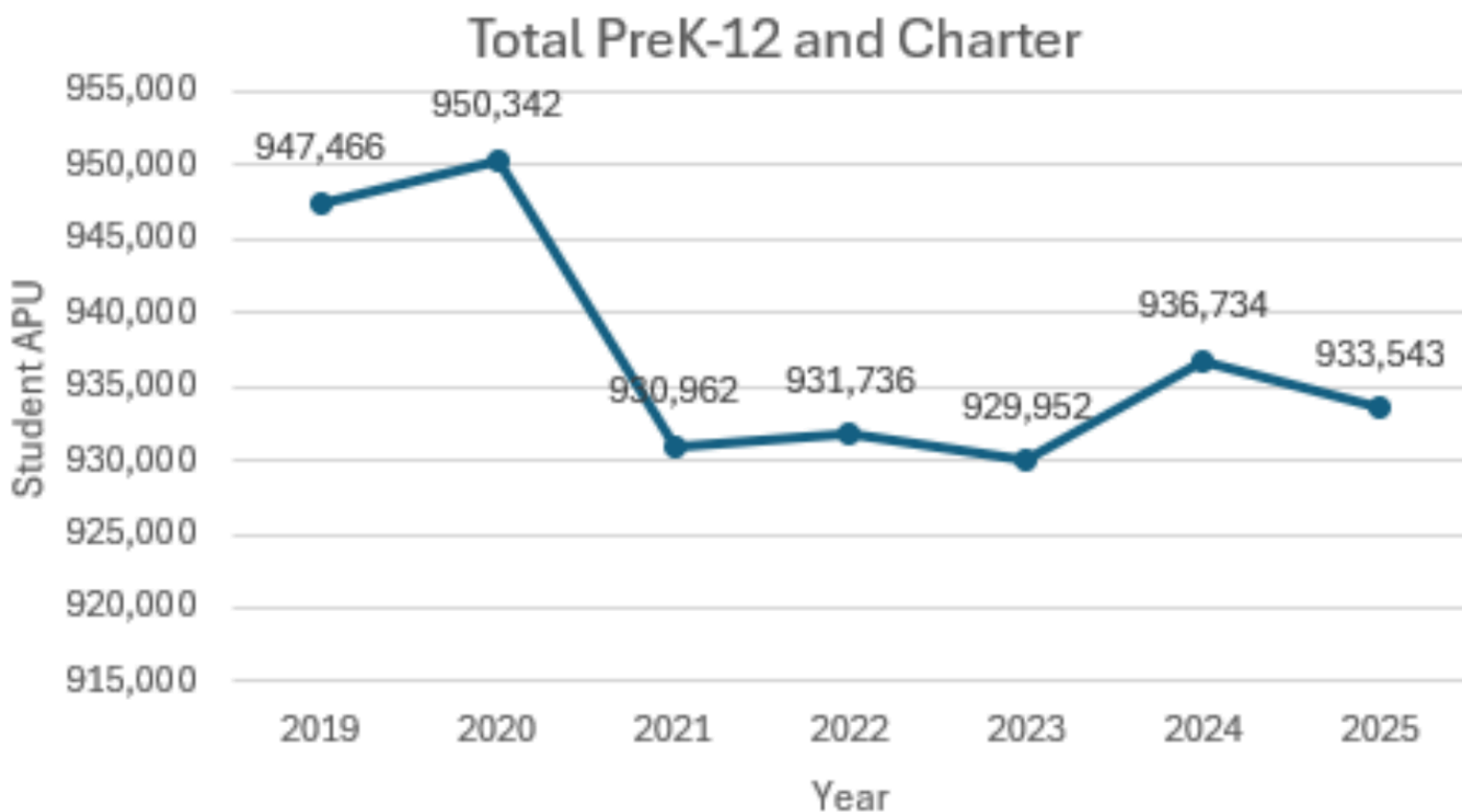
As we look at trends in student enrollment in Minnesota, we know that the baby boomers provided the highest student count in 1972 of 921,957 Average Daily Membership (ADM). Since the boom in the late 1960's and early 1970's we have seen fluctuations in how many students attend public schools. Today, public schools have significantly less students (around 850,000 ADM, about an 8% decrease). This is important to consider because enrollment trends influence a district's budget significantly. Most district revenue streams are based off student count. The state recognizes this and tries to lessen the blow of losing students with Declining Enrollment Aid. MDE's Division of Finance has a [good article on enrollment trends](#) and how the state has been trying to deal with the overall declining enrollment in the state. While MDE uses ADM in the article, MREA uses Adjusted Pupil Units (APU) for most of its maps, because this is how district revenue streams typically are calculated.

For the following map, MREA considers FY20 as “pre-Covid.” In March 2020, we saw the start of Covid, but the student numbers should not have been affected much because it was so late in the year. For “post-Covid” MREA uses FY24 student numbers. This is a year where most districts did not have major disruptions because of Covid. We also have accurate student numbers for FY24.

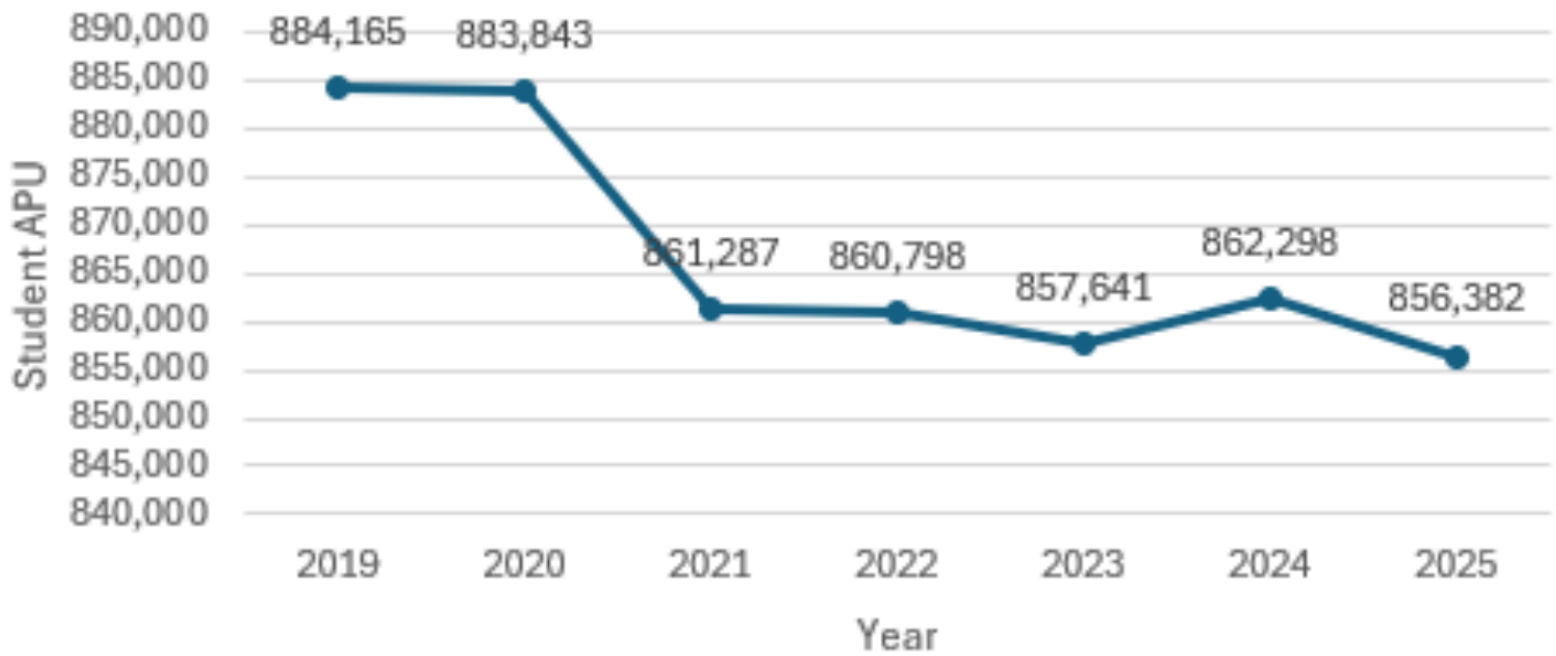
[This MREA map](#) shows pre-Covid vs post-Covid APU numbers, including which districts gained APUs.

When looking at the map, two-thirds of the districts in the state have not returned to pre-pandemic enrollment numbers. This may be one of the reasons we see many districts still cutting their budgets, even though they received an infusion of funding from the 2023 Legislative Session. The median district enrollment loss is 29 APU throughout the state. Districts represented on the map in red gained students post-Covid. Districts that gained students are spread throughout the state; there is not a clear pattern as to who gained students.

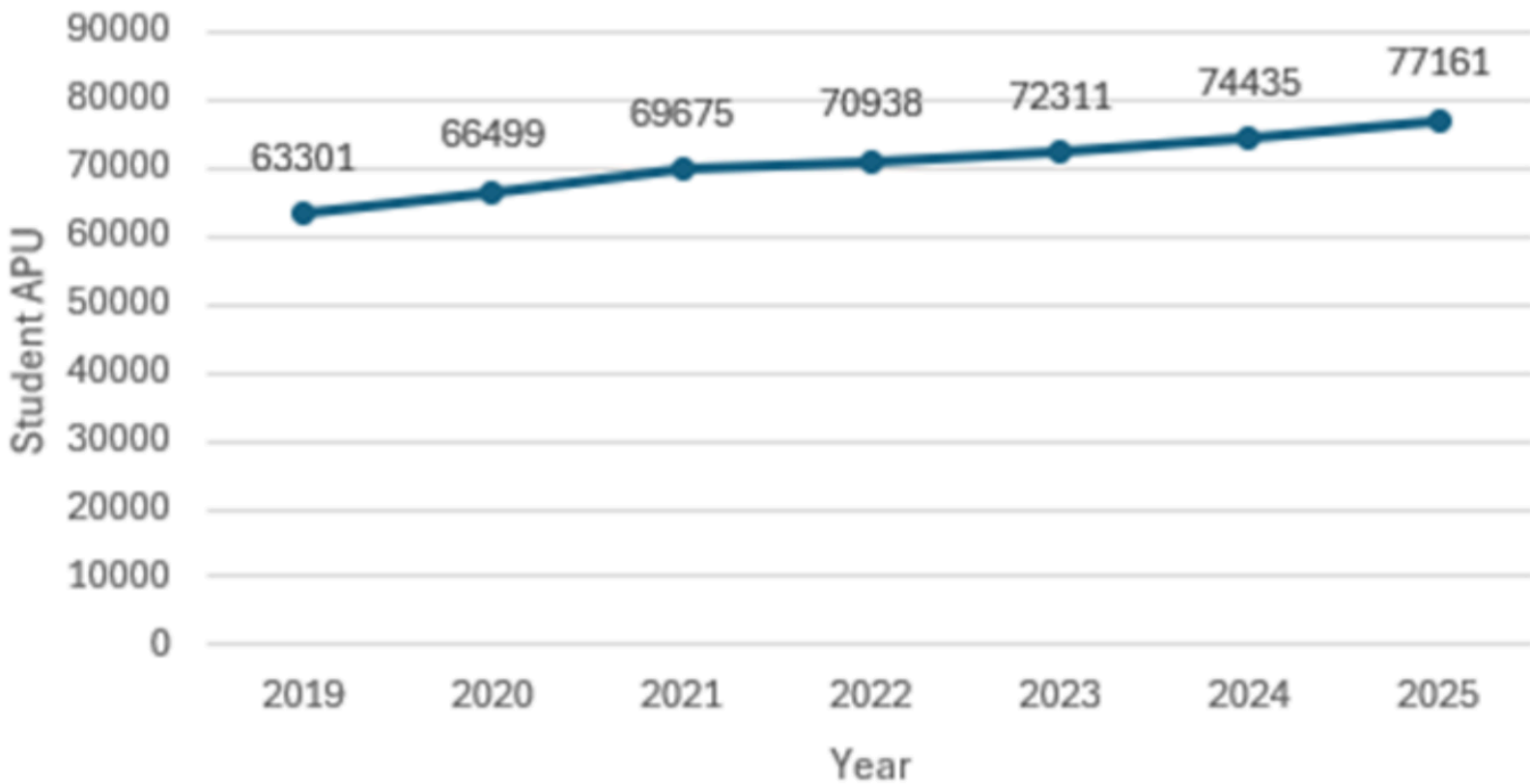
The following graphs show the total APU in the state from 2019 to 2025. The 2025 numbers are estimates. The first graph represents the preK-12 student APU including Charter Schools. The next two graphs show the charter schools separately.



SCHOOL DISTRICT TOTAL



CHARTER SCHOOL TOTAL



Overall, the Minnesota public schools have lost APU from FY20 to FY24. However, the Charter Schools have seen about a 12% increase in their APU from pre-Covid to post-Covid.

When breaking down the data into district types, as reflected in the chart below, data shows that every district type had decreased student enrollment from pre-Covid to post-Covid, except for charter schools.

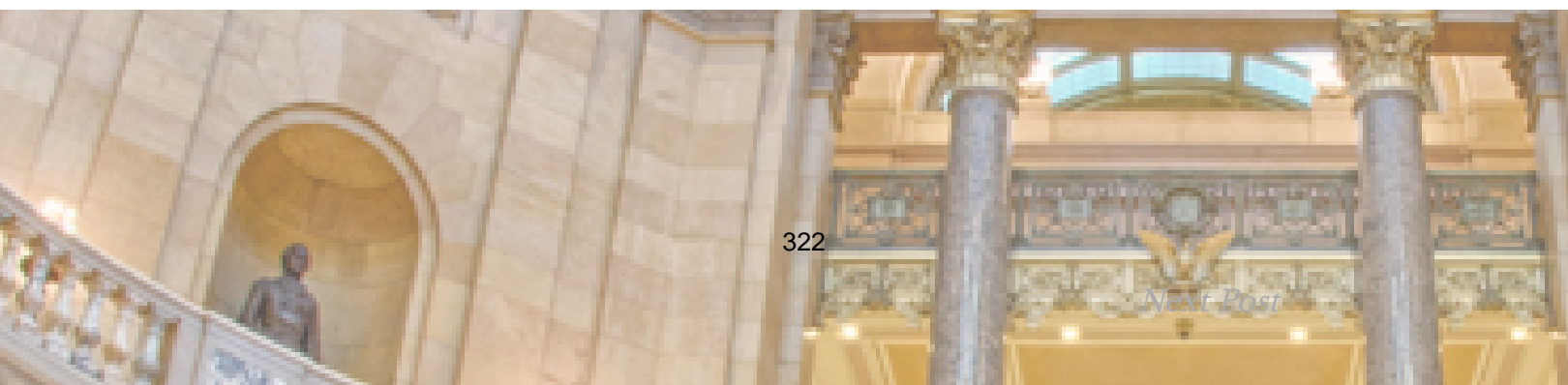
	2019	2020	2021	2022	2023	2024	2025
MPLS & ST PAUL	76,009	74,077	71,295	67,407	65,199	65,054	63,734
OTHER METRO, INNER	97,840	97,684	95,106	94,646	94,459	94,466	94,164
OTHER METRO, OUTER	299,957	300,887	294,101	295,083	295,044	295,494	295,675
NONMET >=2K	223,420	223,773	218,755	220,149	218,942	217,784	216,667
NONMET 1K-2K	84,163	84,408	82,258	83,240	83,504	83,132	82,973
NONMET < 1K	102,775	103,014	99,772	100,272	100,489	99,853	98,961
CHARTER SCHOOLS	63,301	66,499	69,675	70,938	72,311	74,435	77,161
GRAND TOTAL	947,466	950,342	930,962	931,736	929,952	936,734	933,543

There are more variables to consider than just Covid for student enrollment loss. It is possible that the entire state was predicted to lose students due to lower birth rates. Another variable may be that districts are losing their older students (count more for APU) and they are being replaced with younger students. Regardless of the cause, the declining enrollment correlates directly with decreased funding for most school districts and is a potential reason why some districts might be cutting their budgets now.

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Barnesville Public School
Student Enrollment
SY 2023-2024

	2022-23 Oct 1 Count	2022-23 End-of-Year	2023-24 Projection	Sep 8	Oct 1	Nov 1	Dec 1	Jan 1	Feb 1	Mar 1	Apr 1	May 1	May 25
Grade K	81	81	70	56	56	56	56	56	56	56	56	56	
Grade 1	71	70	76	74	74	74	74	75	75	75	76	76	
Grade 2	76	78	75	72	72	72	72	71	71	71	71	71	
Grade 3	68	68	73	76	76	76	76	76	76	76	76	75	
Grade 4	76	76	72	72	72	72	72	73	73	73	73	73	
Grade 5	71	70	66	76	76	76	76	75	74	73	73	73	
Grade 6	60	61	69	68	68	68	68	68	67	68	68	68	
	503	504	502	494	494	494	494	494	492	492	493	492	0
Grade 7	75	75	71	59	59	59	59	59	60	60	59	59	
Grade 8	64	63	69	74	74	74	74	74	74	74	73	73	
Grade 9	64	61	66	60	60	60	60	60	59	59	59	60	
Grade 10	65	62	68	58	58	58	58	57	56	56	57	57	
Grade 11	74	72	67	59	59	60	60	60	60	60	60	60	
Grade 12	64	62	58	68	68	68	68	68	67	67	67	67	
	406	395	399	378	378	379	379	378	376	376	375	376	0
Grades K-12	909	899	901	872	872	873	873	872	868	868	868	868	0

17. Dates to Remember

A. Regular School Board Meeting

1) Monday, June 17, 2024, 7:00 PM, Barnesville High School

18. Adjournment