

Nerstrand Elementary School  
Board of Directors Meeting  
May 12, 2025; 3:30pm  
Nerstrand Media Center

Mission: Nerstrand Elementary School will empower students to be self-directed lifelong learners by providing a nurturing multi-age environment which fosters cooperation and character development.

- 1.0 Call to Order
  - 1.1 Roll Call
- 2.0 Approve Agenda
- 3.0 Opportunity to Report any Board Conflicts of Interest
- 4.0 Approve Meeting Minutes
  - 4.1 Approve April 14, 2025 Minutes
- 5.0 Community Comment
- 6.0 Reports
  - 6.1 Director's Report
    - a) Student Achievement
    - b) NEO update including ties to Contract Goals
    - c) Director's Performance
  - 6.2 Enrollment for 24-25; lost 1 (K) to an out of state move

K	1	2	3	4	5	Total
23	16	19	23	11	14	106

K = 23      1 = 16      2-3 = 20 & 21      4-5 = 25

## Enrollment for 25-26 as of 4/7/2025

K	1	2	3	4	5	Total
20	24	18	24	29	12	127

K = 20      1 = 24      2-3 = 21 & 21      4-5 = 20 & 21

### 6.3 Finance Report

- a) Monthly Financial Update; Traci
- b) Donations over \$500 per policy from April 15-May 12; None
- c) Budget Revision for 24-25; Vote

### 7.0 Policy

- a) Policy 413 Harassment & Violence - Vote
- b) Policy 414 Mandated Reporting of Child Neglect - Vote
- c) Policy 416 Drug, Alcohol & Cannabis Testing - First Look
- d) Policy 417 Chemical Use & Abuse - First Look
- e) Policy 418 Drug Free Workplace & School - First Look
- f) Director Evaluation Committee Responsibility Document - Vote
- g) Finance Committee Responsibility Document - Vote

### 8.0 New Business

#### 8.1 Review staffing;

- a) Approve Alyssa Clark, 4-5 Teacher, 25-26, \$60,536

#### 8.2 On-going board development - Follow the Bylaws (sign certificate)

#### 8.3 Approve 25-26 Board Meeting Schedule; Discuss & Vote

#### 8.4 Update from Director Support & Evaluation Committee;

#### 8.5 Approve Edvisions Health Insurance plan - Vote

- a) Same contributions as last year; no increase
- b) Single allocation is \$678.77 (employer)
- c) Family allocation is \$1127.85 (employer)

#### 8.6 Announce 2025 Board Election Results

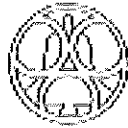
9.0 Old Business

10.0 Other

- 10.1 Opportunity for BOD member comments on meeting:
  - Did we stay on track?
  - Strategic vs. micro-manage?
  - Everyone able to participate?

- 10.2 Next Board of Directors meeting is June 9, 2025 at 3:30 in the Nerstrand Media Center

11.0 Adjournment



Nerstrand Elementary School  
205 2nd St | PO Box 156  
Nerstrand MN 55053

## Board of Directors Meeting Minutes

Charter District #4055

April 14, 2025 | 3:30 p.m.

Nerstrand Elementary Media Center

Members Present	Members Absent	Staff Present	Other Attendees
Carmen Bonde		Nicole Musolf	
Tara Vondrasek		Traci LaFerriere	
Carissa Erickson			
Sarah Johnson			
Terri Neumann			
Paula Shroyer			
Ali Bossmann (3:37)			

1.0 Call to Order at 3:30 p.m.

1.1 Roll Call

2.0 Approve Agenda

Approved. First: Terri, Second: Sarah, Yay:6 , Nay: 0, Abstentions: 0

3.0 Opportunity to Report any Board Conflicts of Interest

None noted

4.0 Approve Board Meeting Minutes

4.1 Approve changes to February 10, 2025 Board Meeting Minutes

Approved. First: Carmen, Second: Paula, Yay: 6, Nay: 0, Abstentions: 0

4.2 Approve March 10, 2025 Board Meeting Minutes

Approved. First Sarah, Second: Carmen, Yay: 6, Nay: 0, Abstentions: 0

Nerstrand Elementary Charter Authorizer is:  
Novation Education Opportunities (NEO)  
3432 Denmark Ave, Ste 130  
Eagan, MN 55123



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## 5.0 Community Comment

None noted

## 6.0 Reports

### 6.1 Director Report

#### a) News

- Prairie students went to River Bend Nature Center
- PTO held annual Sock Hop
- All student Spotlight lunches were completed with Nicole
- 5th graders went to Eagle Bluff and completed all activities
- 4th graders went to the Big Woods and learned about animal tracks
- Savannah students held their Invention Convention
- Winter conferences were held and had 98.5% attendance

#### b) Student Achievement

- Reading and math interventions are continued in preparation for the State MCA tests
- Staff completed the required MCA training in order to administer the tests

#### c) NEO Update

- Formal site visit was completed and we did well in many categories
- The end of May there will be a check-in with NEO to review the final things to wrap-up the year

#### d) Director Performance

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- Staff participated in training on behavior and safety specific to lockdowns
- Staff informal and formal observations continued this month

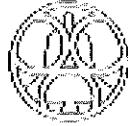
## 6.2 Enrollment for 24-25

- Current enrollment for 2024-2025 is 107
- Kindergarten: 23, 1st: 16, 2nd:19, 3rd:23, 4th:11, 5th:14
- Enrollment for 25-26 as of 4/17/25 is 119

## 6.3 Finance Report

- a) Monthly Financial Report by Traci LaFerriere  
Motion to approve Monthly Financial Report  
Motion approved. First: Paula, Second: Sarah,  
Yay: 7, Nay: 0, Abstentions: 0
- b) Vote on donations over \$500 from March 11- April 14  
Motion to approve donation from Dennison Lions  
Motion approved. First: Paula, Second: Carmen, Yay: 7, Nay: 0,  
Abstentions: 0
- c) Approve Teacher Salary Matrix 25-26  
Motion to approve Teacher Salary Matrix for 25-26  
Motion approved. First: Terri, Second: Sarah, Yay: 7, Nay: 0,  
Abstentions: 0
- d) Approve Paraprofessional Salary Matrix 25-26  
Motion to approve Paraprofessional Salary Matrix for 25-26  
Motion approved. First: Paula, Second: Sarah, Yay: 7, Nay: 0,  
Abstentions: 0
- e) Update from Finance Committee  
Update was included in the Finance update and report
- f) Approve 25-26 Budget

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Motion to approve the 25-26 Budget

Motion approved. First: Sarah, Second: Tara, Yay: 7, Nay: 0,  
Abstentions: 0

## 7.0 Policy

### a) Policy 412 Expense Reimbursement

Motion to approve Policy 412 Expense Reimbursement

Motion approved. First: Terri, Second: Paula, Yay: 7, Nay: 0,  
Abstentions: 0

### b) First look Policy 413 Harassment & Violence

### c) First look Policy 414 Mandated Reporting of Child Neglect

### d) First look Policy 415 Mandated Reporting of Vulnerable Adults Board decided this Policy does not apply to elementary level

### e) By-Laws update to meet statute requirements

Motion to approve By-Laws update

Motion approved. First: Sarah, Second: Tara, Yay: 7, Nay: 0,  
Abstentions: 0

## 8.0 New Business

### 8.1 Review Staffing

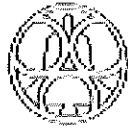
#### a) Approve Mikayla Sannes as Special Education Teacher for 25-26 at \$58,526.77

Motion to approve Mikayla Sannes for Special Education Teacher for 25-26 at \$58,526.77

Motion approved. First: Carmen, Second: Paula, Yay: 7, Nay: 0,  
Abstentions: 0

### 8.2 On-going board development- Board Roles & Strategic Planning completed and certificate signed

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- 8.3 Approve 25-26 School Calendar  
Motion to approve 25-26 School Calendar  
Motion approved. First: Sarah, Second: Tara, Yay: 7, Nay: 0,  
Abstentions: 0
- 8.4 Update from Director Support & Evaluation Committee  
Staff survey will be completed 4-16-25 during staff meeting
- 8.5 Approve 25-26 Contracts
- a) Goodhue County Education District, \$12,495  
Motion to approve contract with Goodhue County Education District  
Motion approved. First: Carmen, Second: Paula, Yay: 7, Nay: 0,  
Abstentions: 0
  - b) Indigo Education, \$21,500 + \$2500  
Motion to approve contract with Indigo Education  
Motion approved. First: Terri, Second: Carmen, Yay: 7, Nay: 0,  
Abstentions: 0
  - c) Edvisions Cooperative, 2% of salaries  
Motion to approve Edvisions Cooperative 2% of salaries  
Motion approved. First: Carmen, Second: Sarah, Yay: 7, Nay: 0,  
Abstentions: 0
  - d) Evergreen Therapy Solutions, 485/hr; ceiling of \$59,000  
Motion to approve contract with Evergreen Therapy Solutions  
Motion approved. First: Paula, Second: Terri, Yay: 7, Nay: 0,  
Abstentions: 0
  - e) Traci LaFerriere, \$55,200  
Motion to approve contract with Traci LaFerriere  
Motion approved. First: Sarah, Second: Carmen, Yay: 7, Nay: 0,  
Abstentions: 0
  - f) Student-Centered Services, \$115/hr, ceiling of \$10,000  
Motion to approve contract with Student-Centered Services  
Motion approved. First: Terri, Second: Sarah, Yay: 7, Nay: 0,  
Abstentions: 0
  - g) Fernbrook Family Center, no cost

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Motion to approve contract with Fernbrook Family Center

Motion approved. First: Tara, Second: Paula, Yay: 7, Nay: 0,  
Abstentions:0

h) Uptick Education, \$120/hr, ceiling of \$24,000

Motion to approve contract with Uptick Education

Motion approved. First: Sarah, Second: Paula, Yay: 7, Nay:0,  
Abstentions: 0

## 9.0 Old Business

## 10.0 Other

10.1 Opportunity for BOD member comments on meeting:

Did we stay on track? Strategic vs. micro-manage? Everyone able to participate? Yes, the meeting went well, good discussion and passing of motions.

10.2 Next Board of Directors meeting – May 12, 2025 at 3:30pm,  
Nerstrand Media Center

## 11.0 Adjournment

Motion to adjourn at 4:37p.m.

Approved. First: Tara, Second: Paula, Yay: 7, Nay: 0, Abstentions: 0

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Carissa Erickson, Chairperson of the Board

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Tara Vondrasek, Clerk of the Board

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### **Director's Report:**

April saw the whole school very busy. Between Dana and myself, we gave several new family tours. We hosted a New Family and Kindergarten night to welcome those joining us for the 25-26 school year. PTO held its annual carnival, which was a huge success. We had many alumni, current and new families attend that night. Our students enjoyed a week of roller skating during PE. Their acquisition of skills over that short period of time was impressive. The 5th graders graduated from DARE. We hired a new Woodlands teacher, Alyssa Clark, to join our team next year. Everyone participated in bus safety. All of this happened while the students prepared for the Community Celebration, which will take place right away in May.

### **Student Achievement:**

The entire month of April students in grades 3-5 took the MCA tests. We completed reading and math. 5th graders also took science. Results will come out at the end of August. The last week of April, students began FAST testing. They will take their a/Reading, a/Math and fluency assessments over the next few weeks. This will show us their growth from the year. Teachers had a Professional Development Day this month and worked on getting ready for the end of the year.

### **NEO Update including Contract Goals:**

Work continues to get the checklist done. As items wrap up for the year, the checklist is getting done.

### **Director's Performance:**

The Director's evaluation was completed. Results will be shared with the board this month.

**Nerstrand Elementary School #4055**  
**Financial Report to the School Board**  
**April 2025**

The following reports are provided for review: bank statements, journal entries, receipts, checks, wires, bank reconciliation, outstanding payments, balance sheet and cashflow schedule.

The balance sheet shows the school has a \$647,078 cash balance that is sufficient to meet the school's expected obligations. Also, the school received \$40,522 more than expected from the state for the prior year that will be reclaimed. The school's fund balance has the following restrictions at the end of the prior year: \$2022 is restricted for school library expenses (another \$20,000 will be received in FY2025), \$20,000 is restricted for student support personnel expenses (another \$20,000 will be received in FY2025, of the combined \$40,000 only \$20,000 will carryforward to FY2026), \$9472 is restricted for medical assistance expenses and \$905 is restricted for the Regal Eagles program.

The cashflow schedule shows April actual and May through June projected revenues and expenditures. The column to the right shows the projected end-of-year accruals which are primarily the 10% state aid holdback and payroll earned in FY2025 but paid after June 30. The actual column on the right shows expected variance from the revised budget approved by the board. Edvisions Cooperative notified the school that it has received \$273,775 from the Employee Retention Credit which should be added to the previously approved revised budget.

The FY2025 revised budget is based on 103 adm. The FY2025 actual general fund ending fund balance is expected to be \$264,881 more than the revised budget at \$764,568 or 48% of expenditures.

The Regal Eagles program ended the prior year with a \$1931 fund balance. This year expenditures are expected to be \$1224 more than revenues and decrease the ending fund balance to \$707.

NERSTRAND ELEMENTARY SCHOOL #4055  
FY2025 Cashflow / Income Statement

	Apr-25	May-25	Jun-25	Accrual	FY2025 Actual	FY25 RvBdgt
<b>GENERAL FUND</b>						
<b>REVENUES</b>						
Fees From Patrons	863.00	0.00	0.00	0.00	8,305.00	8,673.00
Med Assist Fr Dept of HS	0.00	0.00	2,856.57	0.00	8,000.00	8,000.00
Interest Earnings	1,884.46	1,600.00	1,357.27	0.00	22,956.97	22,956.97
Gifts And Bequests	2,436.84	0.00	0.00	0.00	31,764.95	30,004.76
Peace Garden Gift	0.00	0.00	0.00	0.00	500.00	500.00
Misc Local Revenue	1,032.02	0.00	273,775.36	0.00	274,951.38	144.00
Fundraising Expense	-587.97	0.00	0.00	0.00	-12,886.47	-12,298.50
Fundraising Revenue	0.00	0.00	8,200.00	0.00	26,046.00	26,046.00
Endow Fund Apportion	0.00	0.00	0.00	0.00	6,690.97	6,613.04
General Education Aid	24,843.71	53,523.23	30,841.63	79,825.69	798,256.93	798,256.93
Facility Maintenance Revenue	0.00	0.00	0.00	1,122.00	13,596.00	13,596.00
Literacy Incentive Aid	0.00	0.00	0.00	980.75	9,807.53	9,807.53
School Library Aid (Restricted)	0.00	0.00	0.00	5,666.68	20,000.00	20,000.00
Building Lease Aid	0.00	53,523.24	19,998.00	13,534.20	135,342.00	135,342.00
Read Act Literacy Aid	0.00	0.00	0.00	1,565.65	3,914.12	3,914.12
Tchr Comp Read Act Trng	0.00	0.00	0.00	0.00	3,533.88	3,533.88
Stdnt Support Personnel Aid (Equal Exp)	0.00	0.00	0.00	-6,000.00	0.00	0.00
Title II	2,639.21	0.00	0.00	0.00	4,500.88	4,500.88
Spec Ed Fed FlowThru	8,257.60	44.82	4,037.50	0.00	22,626.22	22,857.79
Spec Ed EC	697.40	366.46	0.00	0.00	1,142.38	807.80
Federal Aids & Grant	1,167.63	193.14	509.62	0.00	3,381.51	3,381.51
REAP Direct Fed Aid&Grant	16,737.99	0.00	0.00	0.00	31,242.00	31,242.00
State Special Education Aid	50,331.92	0.00	41,467.66	39,216.33	392,163.37	423,129.22
<b>REVENUES TOTAL</b>	<b>110,303.81</b>	<b>109,250.89</b>	<b>383,043.61</b>	<b>135,911.30</b>	<b>1,805,835.62</b>	<b>1,561,008.93</b>
<b>EXPENDITURES</b>						
<b>EDVISIONS SALARY &amp; BENEFIT TOTAL</b>	<b>76,914.50</b>	<b>96,050.33</b>	<b>89,356.38</b>	<b>130,911.30</b>	<b>983,990.90</b>	<b>981,351.80</b>
<b>FACILITY LEASE TOTAL</b>	<b>13,687.50</b>	<b>13,687.50</b>	<b>27,375.00</b>	<b>0.00</b>	<b>164,250.00</b>	<b>164,250.00</b>
<b>PURCHASED SERVICES</b>						
Consult Fees (EdVisions)	1,548.80	1,937.82	1,807.54	2,618.23	19,840.67	19,787.89
Marketing/Advert/Promo Fees	0.00	0.00	0.00	0.00	200.00	200.00
Business Consult Fees	823.85	9,100.00	4,600.00	0.00	71,891.97	71,267.24
Phone	446.49	446.49	446.49	0.00	5,435.51	5,545.55
Postage & Parcel Svc	16.32	0.00	0.00	0.00	297.79	307.28
Postage & Parcel Svc	0.00	0.00	0.00	0.00	9.35	0.00
Technology Svc	0.00	0.00	200.00	0.00	462.78	462.78
Maintenance	0.00	0.00	0.00	0.00	63.31	0.00
Utility Services	2734.38	1,761.12	6,246.74	0.00	46,763.87	46,763.87
Maintenance	0.00	348.12	250.00	0.00	3,066.44	3,066.44
Custodial Reimburse To Mn District	6,518.45	6,518.00	13,036.00	0.00	78,251.93	76,236.14
Insurance	0.00	0.00	0.00	0.00	13,592.76	13,592.76
Elem non-student Consulting	0.00	127.00	452.22	0.00	2,281.80	2,281.80
Field Trips, Lyceums, River Bend, admissions	2,502.30	0.00	0.00	0.00	2,502.30	0.00
Field Trip Transportation	1,190.00	0.00	0.00	0.00	1,190.00	0.00
Music Contract	0.00	0.00	6,086.34	0.00	6,086.34	6,086.34
3rd Pty Biller Fees	0.00	0.00	17.00	0.00	27.00	27.00
Contracted Speech Services	3,400.00	4,000.00	4,000.00	8,000.00	50,671.50	56,052.50
Trav/Conv/Conference	0.00	0.00	1,000.00	0.00	1,000.00	1,000.00
DHH Sp Ed Sal Pur F Other D	0.00	0.00	8,233.00	0.00	8,233.00	8,233.00
DHH Sp Ed Benis	0.00	0.00	1,443.00	0.00	1,443.00	1,443.00
ASD Contracted Services	-366.46	0.00	190.58	0.00	456.62	882.50
Dev Delay Contracted Services	91.30	0.00	0.00	0.00	91.30	0.00
ECSE Svc	366.46	0.00	0.00	0.00	1,063.86	729.28
Fed Sub-contr under \$25k	0.00	4,037.50	0.00	0.00	21,150.00	21,150.00
Tran-Contract/Pub	0.00	0.00	0.00	0.00	5,508.36	5,508.36
Contracted SpEd Specialists, Psys, OT	3,065.00	3,600.00	3,600.00	3,600.00	41,522.50	62,400.00
Trav/Conv/Conference	0.00	0.00	0.00	0.00	150.00	150.00
Trav/Conv/Conference	0.00	0.00	0.00	0.00	30.00	30.00
StaffDev - Travel+Conferences	606.00	0.00	0.00	0.00	3,258.98	3,027.98
<b>PURCHASED SERVICES TOTAL</b>	<b>22,942.89</b>	<b>31,876.05</b>	<b>51,608.91</b>	<b>14,218.23</b>	<b>386,542.94</b>	<b>406,231.71</b>
<b>SUPPLIES</b>						
Sup/Mat Non-Instr.	54.99	0.00	117.39	0.00	275.00	275.00
Software - JMC, RegionV	0.00	0.00	0.00	0.00	4,985.71	4,985.71
Non Instruct Tech Supplies	0.00	0.00	0.00	0.00	10.99	10.99
Tech Non Instr Software/License	0.00	0.00	0.00	0.00	40.00	40.00

NERSTRAND ELEMENTARY SCHOOL #4055  
FY2025 Cashflow / Income Statement

	Apr-25	May-25	Jun-25	Accrual	FY2025 Actual	FY25 RvBdgt
Sup/Mat Non-Instr.	0.00	0.00	467.98	0.00	500.00	500.00
Sup/Mat Non-Instr.	304.93	0.00	0.00	0.00	548.14	479.22
Sup/Mat Non-Instr.	55.78	235.00	1,324.88	0.00	3,331.50	3,331.50
Peace Garden Supplies	0.00	0.00	62.07	0.00	62.07	62.07
Music Non-Instruct supplies	0.00	0.00	120.00	0.00	217.48	217.48
Library Non Instruct supplies	0.00	0.00	0.00	0.00	867.32	1,078.35
Library Supplies Walmart Grant	59.53	0.00	0.00	0.00	270.56	0.00
Library Non instruct software	0.00	0.00	0.00	0.00	1,212.49	1,212.49
Instructional software	0.00	0.00	0.00	0.00	2,817.28	2,817.28
Sup/Mat N-Indiv Inst	446.16	0.00	7,150.23	0.00	10,000.00	10,000.00
Textbooks/Workbooks	0.00	0.00	3,403.10	0.00	3,500.00	3,500.00
PhysEd/Health-Supplies	0.00	0.00	500.00	0.00	500.00	500.00
Music Instructional software	0.00	0.00	34.30	0.00	259.60	259.60
Music Sup/Mat N-Indiv Inst	0.00	0.00	0.00	0.00	181.97	181.97
Library Supplies	0.00	0.00	0.00	0.00	194.90	194.90
Library Bks Walmart Grant	215.53	0.00	0.00	0.00	215.53	0.00
Library Aid Supplies Placeholder	0.00	0.00	0.00	0.00	1,107.39	1,107.39
SpEd Forms MA Software/Bill Fees	0.00	0.00	0.00	0.00	926.75	926.75
SpEd supplies	35.47	0.00	0.00	0.00	98.07	38.99
SpEd Forms Software	0.00	0.00	0.00	0.00	1,113.80	1,113.80
SpEd Forms Software	0.00	0.00	0.00	0.00	75.00	75.00
SpEd Instructional supplies	0.00	0.00	0.00	0.00	0.00	300.00
EC SpEd Instruct Supplies	0.00	0.00	0.00	0.00	78.52	78.52
SpEd Sup/Mat N-Indiv Inst	100.59	0.00	0.00	0.00	159.37	47.15
Staff Dev Software	0.00	75.00	0.00	0.00	75.00	0.00
<b>SUPPLIES TOTAL</b>	<b>1,272.98</b>	<b>310.00</b>	<b>13,179.95</b>	<b>0.00</b>	<b>33,624.44</b>	<b>33,334.16</b>
<b>CAPITAL EXPENDITURES</b>						
Princ LT Tech Leases	213.14	213.14	213.14	0.00	2,557.68	2,557.68
<b>CAPITAL EXPENDITURES TOTAL</b>	<b>213.14</b>	<b>213.14</b>	<b>213.14</b>	<b>0.00</b>	<b>2,557.68</b>	<b>2,557.68</b>
<b>OTHER EXPENDITURES</b>						
BOD Fees to Authorizer	0.00	0.00	3,175.50	0.00	12,349.56	12,349.56
Dues/Membership - MSBA,MACS, RegionV	-2,470.25	0.00	0.00	0.00	2,725.00	6,020.25
<b>OTHER EXPENDITURES TOTAL</b>	<b>-2,470.25</b>	<b>0.00</b>	<b>3,175.50</b>	<b>0.00</b>	<b>15,074.56</b>	<b>18,369.81</b>
<b>OTHER FINANCING USES</b>						
Perm Interfd Transf	0.00	0.00	0.00	0.00	0.00	0.00
<b>OTHER FINANCING USES TOTAL</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>EXPENDITURES TOTAL</b>	<b>112,560.76</b>	<b>142,137.02</b>	<b>184,908.88</b>	<b>145,129.53</b>	<b>1,586,040.52</b>	<b>1,606,095.16</b>
<b>NET INCOME</b>	<b>-2,256.95</b>	<b>-32,886.13</b>	<b>198,134.73</b>	<b>-9,218.22</b>	<b>219,795.11</b>	<b>-45,086.23</b>
<b>BEGINNING BALANCE</b>	<b>610,795.28</b>	<b>608,538.33</b>	<b>575,652.20</b>	<b>773,786.93</b>	<b>544,773.60</b>	<b>544,773.60</b>
<b>ENDING BALANCE</b>	<b>608,538.33</b>	<b>575,652.20</b>	<b>773,786.93</b>	<b>764,568.71</b>	<b>764,568.71</b>	<b>499,687.37</b>
<b>FUND BALANCE AS % OF EXPENDITURES</b>					<b>48.21%</b>	<b>31.11%</b>
<b>FUND 04</b>						
<b>REVENUES</b>						
Fees From Patrons	1,203.50	0.00	1,662.50	0.00	6,818.50	6,818.50
<b>REVENUES TOTAL</b>	<b>1,203.50</b>	<b>0.00</b>	<b>1,662.50</b>	<b>0.00</b>	<b>6,818.50</b>	<b>6,818.50</b>
<b>EXPENDITURES</b>						
EdVisions Regal Eagle Staff	525.38	840.78	1,020.60	0.00	8,042.88	8,042.88
<b>EXPENDITURES TOTAL</b>	<b>525.38</b>	<b>840.78</b>	<b>1,020.60</b>	<b>0.00</b>	<b>8,042.88</b>	<b>8,042.88</b>
<b>NET INCOME</b>	<b>678.12</b>	<b>-840.78</b>	<b>641.90</b>	<b>0.00</b>	<b>-1,224.38</b>	<b>-1,224.38</b>
<b>BEGINNING BALANCE</b>	<b>227.76</b>	<b>905.88</b>	<b>65.10</b>	<b>707.00</b>	<b>1,931.38</b>	<b>1,931.38</b>
<b>ENDING BALANCE</b>	<b>905.88</b>	<b>65.10</b>	<b>707.00</b>	<b>707.00</b>	<b>707.00</b>	<b>707.00</b>

**NERSTRAND ELEMENTARY SCHOOL #4055**  
**Balance Sheet Through April 2025**

	<u>General Fund</u>	<u>Community Fund</u>	<u>Total Funds</u>
<b>Assets</b>			
Cash and investments	646,172.75	905.88	647,078.63
Due from governments	-40,522.44	0.00	-40,522.44
Prepaid items	2,888.02	0.00	2,888.02
Total assets	<u>608,538.33</u>	<u>905.88</u>	<u>609,444.21</u>
<b>Liabilities</b>			
Accounts payable	0.00	0.00	0.00
Due to Other MN Districts	0.00	0.00	0.00
Total liabilities	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
<b>Net Assets</b>			
Unreserved	<u>567,011.48</u>	<u>0.00</u>	<u>567,011.48</u>
Nonspendable	10,032.56	0.00	10,032.56
Restricted Library Aid	2,021.87	0.00	2,021.87
Restricted Student Support Aid	20,000.00	0.00	20,000.00
Restricted	0.00	905.88	905.88
Reserved for Med Assist	<u>9,472.42</u>	<u>0.00</u>	<u>9,472.42</u>
Total liabilities and net assets	<u>608,538.33</u>	<u>905.88</u>	<u>609,444.21</u>

Code	Rcd	Vendor	Bank	Check No	Pmt/Void Date	Pmt Type	
1769		ALYSSA SCHROEDER					
		LCCB	R	01 000 000 000 050		Check	
				2746			
PO#:		Voucher #:	8796	Invoice	Invoice No: 20250407		
					4/7/2025	Paid Amt:	\$46.00
						Check Amount:	\$46.00
						Vendor Total:	\$46.00
1391		BUREAU OF CRIMINAL APPREHENSION					
		LCCB	E	01 005 110 000 000 305		Check	
				2741			
PO#:		Voucher #:	8780	Invoice	Invoice No: 20250403		
					4/3/2025	Paid Amt:	\$40.00
						Check Amount:	\$40.00
						Vendor Total:	\$40.00
1006		CITY OF NERSTRAND					
		USB	E	01 005 810 000 000 330		Check	
				17103			
PO#:		Voucher #:	8774	Invoice	Invoice No: 01-00000516-00-5		
					4/4/2025	Paid Amt:	\$136.12
PO#:		Voucher #:	8773	Invoice	Invoice No: 01-00000515-00-4		
					4/4/2025	Paid Amt:	\$126.94
						Check Amount:	\$263.06
						Vendor Total:	\$263.06
1023		COMMUNITY CO-OP OIL ASSN					
		USB	E	01 005 810 000 000 330		Check	
				17110			
PO#:		Voucher #:	8788	Invoice	Invoice No: 20250404		
					4/18/2025	Paid Amt:	\$935.87
						Check Amount:	\$935.87
						Vendor Total:	\$935.87
1738		E.O. JOHNSON CO. INC.					
		USB	E	01 010 203 000 000 560		Check	
				17111			
PO#:		Voucher #:	8792	Invoice	Invoice No: 38890774		
					4/18/2025	Paid Amt:	\$213.14
						Check Amount:	\$213.14
						Vendor Total:	\$213.14
1715		EAGLE BLUFF					
		USB	E	01 010 203 000 000 369		Check	
				17104			
							\$1,198.40
							\$645.40
							\$428.00

Code	Rcd	Vendor	Bank	Check No	Pmt/Void Date	Pmt Type
1715		EAGLE BLUFF	USB	28097 GOODVIEW DRIVE LANESBORO, MN 55949 17104		Check
		E 01 010 203 000 000 369		3/20-21 adult		\$230.50
PO#:		Voucher #:	8779 Invoice	Invoice No: 009107	4/4/2025	Paid Amt: \$2,502.30 Check Amount: \$2,502.30 Vendor Total: \$2,502.30
1755		EVERGREEN THERAPY SOLUTIONS, LLC-S	USB	301 DIVISION ST S NORTHFIELD, MN 55057 17105		Check
		E 01 010 401 000 740 394		3/3-3/24		\$3,400.00
PO#:		Voucher #:	8777 Invoice	Invoice No: 13	4/4/2025	Paid Amt: \$3,400.00 Check Amount: \$3,400.00 Vendor Total: \$3,400.00
1033		FARIBAULT TRANSPORTATION, INC	USB	2615 1st Avenue NW FARIBAULT, MN 55021-0163 17112		Check
		E 01 010 203 000 733 360		Eagle Bluff Transpo		\$1,190.00
PO#:		Voucher #:	8789 Invoice	Invoice No: 113901	4/18/2025	Paid Amt: \$1,190.00 Check Amount: \$1,190.00 Vendor Total: \$1,190.00
1351		FLOM DISPOSAL SERVICE	USB	5865 KENYON BLVD FARIBAULT, MN 55021 17106		Check
		E 01 005 810 000 000 330		April		\$301.08
PO#:		Voucher #:	8775 Invoice	Invoice No: 3964	4/4/2025	Paid Amt: \$301.08 Check Amount: \$301.08 Vendor Total: \$301.08
1771		HEIDI BROSSEAU	LCCB	2744		Check
		R 01 000 000 000 000 050		eagle bluff refund		\$92.00
PO#:		Voucher #:	8798 Invoice	Invoice No: 20250407	4/7/2025	Paid Amt: \$92.00 Check Amount: \$92.00 Vendor Total: \$92.00
1133		INDEPENDENT SCHOOL DIST # 656	USB	FARIBAULT PUBLIC SCHOOLS 710 17th St SW FARIBAULT, MN 55021 17113		Check
		E 01 005 850 000 348 335		march rent		\$13,687.50
		E 01 005 810 000 000 391		march custodian		\$6,035.60



Code	Rcd	Vendor	Bank	Check No		Pmt/Void Date	Pmt Type
1133		INDEPENDENT SCHOOL DIST # 656		17113	FARIBAULT PUBLIC SCHOOLS 710 17th St SW FARIBAULT, MN 55021		
		USB					Check
		E 01 005 810 000 391			march custodian	\$482.85	
PO#:		Voucher #:	8791 Invoice	Invoice No: 43350	4/18/2025		
						Paid Amt:	\$20,205.95
						Check Amount:	\$20,205.95
						Vendor Total:	\$20,205.95
1111		JMC COMPUTER SERVICE, INC.			PO BOX 328 LAKE CITY, MN 55041-0328		
		USB		17114			Check
		B 01 131 000			fy2026	\$1,390.02	
PO#:		Voucher #:	8793 Invoice	Invoice No: 3167	4/18/2025		
						Paid Amt:	\$1,390.02
						Check Amount:	\$1,390.02
						Vendor Total:	\$1,390.02
1768		KERRY HJELMGREN					
		LCCB		2743			Check
		R 01 000 000 000 050			eagle bluff refund	\$92.00	
PO#:		Voucher #:	8800 Invoice	Invoice No: 20250407	4/7/2025		
						Paid Amt:	\$92.00
						Check Amount:	\$92.00
						Vendor Total:	\$92.00
1770		MANDY HADLER					
		LCCB		2745			Check
		R 01 000 000 000 050			eagle bluff refund	\$92.00	
PO#:		Voucher #:	8797 Invoice	Invoice No: 20250407	4/7/2025		
						Paid Amt:	\$92.00
						Check Amount:	\$92.00
						Vendor Total:	\$92.00
1492		ON THE MOVE - THERAPY SERVICES			PO BOX 22428 EAGAN, MN 55122		
		USB		17107			Check
		E 01 010 420 000 740 394			3/7-21	\$2,585.00	
PO#:		Voucher #:	8776 Invoice	Invoice No: 2971	4/4/2025		
						Paid Amt:	\$2,585.00
						Check Amount:	\$2,585.00
						Vendor Total:	\$2,585.00
1412		RATWIK, ROSZAK, & MALONEY, PA			444 CEDAR STREET, SUITE 2100 ST PAUL, MN 55101		
		USB		17108			Check
		E 01 005 110 000 000 305			2/3-14	\$770.00	
PO#:		Voucher #:	8772 Invoice	Invoice No: 79039	4/4/2025		
						Paid Amt:	\$770.00
						Check Amount:	\$770.00
						Vendor Total:	\$770.00

Code	Rcd	Vendor	Bank	Check No	Pmt/Void Date	Pmt Type
1767		SAMMI SCHWEISTHAL				
		LCCB		2742		
		R 01 000 000 000 050				Check
						\$46.00
PO#:		Voucher #:	8799 Invoice	Invoice No: 20250407	4/7/2025	
						Paid Amt: \$46.00
						Check Amount: \$46.00
						Vendor Total: \$46.00
1561		STUDENT-CENTERED SERVICES, LLC				
		2490 INDIAN WAY NORTH ST PAUL, MN 55109				
		USB		17109		
		E 01 010 412 000 740 394				Check
						\$91.30
		E 01 010 640 000 000 366				\$375.00
		E 01 010 640 000 000 366				\$231.00
PO#:		Voucher #:	8778 Invoice	Invoice No: 1311	4/4/2025	
						Paid Amt: \$697.30
						Check Amount: \$697.30
						Vendor Total: \$697.30
1727		UPTICK EDUCATION LLC				
		13119 DANUBE LANE ROSEMOUNT, MN 55068				
		USB		17115		
		E 01 010 420 000 740 394				Check
						\$480.00
PO#:		Voucher #:	8790 Invoice	Invoice No: 1488	4/18/2025	
						Paid Amt: \$480.00
						Check Amount: \$480.00
						Vendor Total: \$480.00
						Report Total: \$35,341.72

Nerstrand Charter School #4055  
Journal Entry Listing

JE Cd	Period	Date	St	Src	Ref	Description	Detail Desc	L	Fd	Org	Pro	Crs	Fin	O/S	Account Description	Debit Amount	Credit Amount
4483	202510	04/18/2025	P	JE	April	EdVisions April EFT	EdVisions (Fd1)	B	01	101	000				USB Cash	0.00	78,483.30
							EdVisions (Fd4)	B	04	101	000				USB Cash	0.00	525.38
							Musolf, Nicole	E	01	005	050	000	000	305	EdVisions School Administr	8,597.79	0.00
							EdVisions Pyrl Srvc Fee	E	01	005	105	000	000	305	Consult Fees (EdVisions)	1,548.80	0.00
							Shroyer, Paula	E	01	010	201	000	000	394	EdVisions Kinder Staff	7,849.40	0.00
							Harris, Amy	E	01	010	203	000	000	394	EdVisions General Staff	0.00	0.00
							Huber, Margaret-GenEd Para	E	01	010	203	000	000	394	EdVisions General Staff	1,209.33	0.00
							Johnson, Sarah	E	01	010	203	000	000	394	EdVisions General Staff	5,485.54	0.00
							McBride 20% gen ed	E	01	010	203	000	000	394	EdVisions General Staff	986.89	0.00
							McCorkell, Kate	E	01	010	203	000	000	394	EdVisions General Staff	0.00	0.00
							McCorkell, Kate	E	01	010	203	000	000	394	EdVisions General Staff	0.00	0.00
							McGregor, Kelly	E	01	010	203	000	000	394	EdVisions General Staff	0.00	0.00
							Peterson, Andrea	E	01	010	203	000	000	394	EdVisions General Staff	0.00	0.00
							Temple, Innana	E	01	010	203	000	000	394	EdVisions General Staff	7,441.33	0.00
							Temple, Linda	E	01	010	203	000	000	394	EdVisions General Staff	2,888.98	0.00
							Turi, Carrie	E	01	010	203	000	000	394	EdVisions General Staff	311.93	0.00
							Vondrasek, T	E	01	010	203	000	000	394	EdVisions General Staff	200.73	0.00
							Waddell, Para @ Lunch	E	01	010	203	000	000	394	EdVisions General Staff	8,257.75	0.00
							Vondrasek Class Sz	E	01	010	204	000	414	303	EdVisions Title II	0.00	0.00
							Vondrasek REAP	E	01	010	204	000	514	303	EdVisions REAP CSR - Fec	0.00	0.00
							Bonde, Carmen-PhysEd Tchr	E	01	010	240	000	000	394	EdVisions PhysEd Staff	3,877.80	0.00
							Bonde, Linda-PE Sub	E	01	010	240	000	000	394	EdVisions PhysEd Staff	0.00	0.00
							McBride, Philip	E	01	010	407	000	740	396	EdVisions Sp Ed Sal Pur F	3,322.40	0.00
							McBride, Philip	E	01	010	407	000	740	397	EdVisions Sp Ed Ben Pur F	625.14	0.00
							McBride, Philip-ESY	E	01	010	407	013	740	396	Sp Ed Sal Pur F Other D	0.00	0.00
							McBride, Philip-ESY	E	01	010	407	013	740	397	Sp Ed Ben Pur F Other D	0.00	0.00
							Schaefer, Nicole SpEd Tchr	E	01	010	411	000	740	396	EdVisions Sp Ed Sal Pur F	4,729.92	0.00
							Schaefer, Nicole SpEd Tchr	E	01	010	411	000	740	397	Sp Ed Ben Pur F Other D	1,549.96	0.00
							Ades, Hudson-Sped Para	E	01	010	420	000	740	396	EdVisions SpEd Staff	0.00	0.00
							Bonde, Carmen-SpEd Para	E	01	010	420	000	740	396	EdVisions SpEd Staff	435.83	0.00
							Bonde, Riann-Sped Para	E	01	010	420	000	740	396	EdVisions SpEd Staff	0.00	0.00
							Cook, Dana SpEd Para	E	01	010	420	000	740	396	EdVisions SpEd Staff	0.00	0.00
							Flom, Sara-SpEd Para	E	01	010	420	000	740	396	EdVisions SpEd Staff	446.94	0.00
							Harris, Amy-SpEd Para	E	01	010	420	000	740	396	EdVisions SpEd Staff	1,783.21	0.00
							Houghten-Eltzman, Laura	E	01	010	420	000	740	396	EdVisions SpEd Staff	0.00	0.00
							Huber, Margaret-GenEd Para	E	01	010	420	000	740	396	EdVisions SpEd Staff	1,327.76	0.00
							Hunt, Mary SpEd Para	E	01	010	420	000	740	396	EdVisions SpEd Staff	240.76	0.00
							McCorkell, Kate	E	01	010	420	000	740	396	EdVisions SpEd Staff	1,942.38	0.00

# Nerstrand Charter School #4055

## Journal Entry Listing

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JE Cd	Period	Date	St Src	Ref	Description	Detail Desc	L	Fd	Org	Pro	Crs	Fin	O/S	Account Description	Debit Amount	Credit Amount
4483	202510	04/18/2025	P	JE	April EcEdVisions April EFT	Meyer, S	E	01	010	420	000	740	396	EdVisions SpEd Staff	0.00	0.00
						Miller, Meghan	E	01	010	420	000	740	396	EdVisions SpEd Staff	1,828.85	0.00
						Moreno	E	01	010	420	000	740	396	EdVisions SpEd Staff	240.76	0.00
						Pepin Julie Para Sub	E	01	010	420	000	740	396	EdVisions SpEd Staff	0.00	0.00
						Reuvers, Suzanne	E	01	010	420	000	740	396	EdVisions SpEd Staff	0.00	0.00
						Schweisthal Para Sub	E	01	010	420	000	740	396	EdVisions SpEd Staff	361.14	0.00
						Temple, Linda	E	01	010	420	000	740	396	EdVisions SpEd Staff	0.00	0.00
						Turi Carrie	E	01	010	420	000	740	396	EdVisions SpEd Staff	1,483.45	0.00
						Waddell, Cara-Sped Para	E	01	010	420	000	740	396	EdVisions SpEd Staff	454.97	0.00
						Ades, Hudson-Sped Para	E	01	010	420	000	740	397	EdVisions SpEd Benefits	0.00	0.00
						Bonde, Carmen-Sped Para	E	01	010	420	000	740	397	EdVisions SpEd Benefits	194.54	0.00
						Bonde, Riann-Sped Para	E	01	010	420	000	740	397	EdVisions SpEd Benefits	0.00	0.00
						Cook, Dana SpEd Para	E	01	010	420	000	740	397	EdVisions SpEd Benefits	0.00	0.00
						Flom, Sara-SpEd Para	E	01	010	420	000	740	397	EdVisions SpEd Benefits	998.91	0.00
						Harris, Amy-SpEd Para	E	01	010	420	000	740	397	EdVisions SpEd Benefits	182.07	0.00
						Houghten-Eitzman, Laura	E	01	010	420	000	740	397	EdVisions SpEd Benefits	0.00	0.00
						Huber, Margaret-GenEd Para	E	01	010	420	000	740	397	EdVisions SpEd Benefits	630.42	0.00
						Hunt, Mary SpEd Para	E	01	010	420	000	740	397	EdVisions SpEd Benefits	24.28	0.00
						McCorkell, Kate	E	01	010	420	000	740	397	EdVisions SpEd Benefits	197.51	0.00
						Meyer, S	E	01	010	420	000	740	397	EdVisions SpEd Benefits	0.00	0.00
						Miller, Meghan	E	01	010	420	000	740	397	EdVisions SpEd Benefits	184.26	0.00
						Moreno	E	01	010	420	000	740	397	EdVisions SpEd Benefits	24.26	0.00
						Pepin Julie Para Sub	E	01	010	420	000	740	397	EdVisions SpEd Benefits	0.00	0.00
						Reuvers, Suzanne	E	01	010	420	000	740	397	EdVisions SpEd Benefits	0.00	0.00
						Schweisthal Para Sub	E	01	010	420	000	740	397	EdVisions SpEd Benefits	0.00	0.00
						Temple, Linda	E	01	010	420	000	740	397	EdVisions SpEd Benefits	0.00	0.00
						Turi Carrie	E	01	010	420	000	740	397	EdVisions SpEd Benefits	36.38	0.00
						Waddell, Cara-Sped Para	E	01	010	420	000	740	397	EdVisions SpEd Benefits	0.00	0.00
						McCorkell, K ESY	E	01	010	420	000	740	397	EdVisions SpEd Benefits	140.56	0.00
						Reuvers, S ESY	E	01	010	420	013	740	396	ESY Para	43.11	0.00
						McCorkell, K ESY	E	01	010	420	013	740	396	ESY Para	0.00	0.00
						Reuvers, S ESY	E	01	010	420	013	740	397	ESY Para Fringe	0.00	0.00
						McCorkell, Kate	E	01	010	420	013	740	397	ESY Para Fringe	0.00	0.00
						Waddell, Cara-CEIS	E	01	010	422	000	425	303	CEIS para	0.00	0.00
						Jans, Dana	E	01	010	422	000	425	303	CEIS para	193.14	0.00
						Waddell, Cara-Media Para	E	01	010	605	000	000	394	EdVisions InstructionalSupp	4,418.82	0.00
						Waddell, Cara - Media Para	E	01	010	620	000	343	396	Library Salary	1,612.50	0.00
						Musolf, Nicole Literacy	E	01	010	640	000	312	185	Literacy Aid Tchrr Trng	152.80	0.00

Nerstrand Charter School #4055

Journal Entry Listing

JE Cd	Period	Date	St	Src	Ref	Description	Detail Desc	L	Fd	Org	Pro	Crs	Fin	O/S	Account Description	Debit Amount	Credit Amount
4483	202510	04/18/2025	P	JE	April	EdVisions April EFT											
							Musolf, Nicole Literacy Trng	E	01	010	640	000	356	185	Read Act Literacy	0.00	0.00
							Schaefer, Nicole Literacy Trng	E	01	010	640	000	356	185	Read Act Literacy	0.00	0.00
							Shroyer, Paula Literacy	E	01	010	640	000	356	185	Read Act Literacy	0.00	0.00
							Temple, Innana Literacy	E	01	010	640	000	356	185	Read Act Literacy	0.00	0.00
							Vondrasek, T Literacy	E	01	010	640	000	356	185	Read Act Literacy	0.00	0.00
							Johnson, Sarah Read Trng	E	01	010	640	000	357	185	Read Act Tchr Comp Trng	0.00	0.00
							McBride Read Trng	E	01	010	640	000	357	185	Read Act Tchr Comp Trng	0.00	0.00
							Peterson, Andrea Read Trng	E	01	010	640	000	357	185	Read Act Tchr Comp Trng	0.00	0.00
							Schaefer, Nicole Read Trng	E	01	010	640	000	357	185	Read Act Tchr Comp Trng	0.00	0.00
							Bollinger, Heather RE Sub	E	04	005	570	000	000	394	EdVisions Regal Eagle Staff	0.00	0.00
							Gilmore, Greta-Regal Eagle Sut	E	04	005	570	000	000	394	EdVisions Regal Eagle Staff	0.00	0.00
							Pepin, Julie RE	E	04	005	570	000	000	394	EdVisions Regal Eagle Staff	0.00	0.00
							Turi, Carrie	E	04	005	570	000	000	394	EdVisions Regal Eagle Staff	525.38	0.00
																\$78,988.68	\$78,988.68

**Nerstrand Charter School #4055**  
**Outstanding Payments by Payment Date**Bank: USB  
Acct#: 152100023570

4/30/2025

Co	Pmt No	Pmt Type	Grp Code	Vendor	Pmt Date	Check No	Amount
4055	8724	Check	1 1738	E.O. JOHNSON CO. INC.	04/18/2025	17111	213.14
	8720	Check	1 1033	FARIBAULT TRANSPORTATION, I	04/18/2025	17112	1,190.00
	8722	Check	1 1133	INDEPENDENT SCHOOL DIST # 6	04/18/2025	17113	20,205.95
	8721	Check	1 1111	JMC COMPUTER SERVICE, INC.	04/18/2025	17114	1,390.02
Bank						Total	22,999.11
						Total	\$22,999.11

Nerstrand Charter School #4055  
Receipt Listing Report with Detail by Deposit

Deposit Co	Bank	Batch	Rct No	Receipt Type	Receipt St	Receipt Date	Check No	Pmt Type	Grp Code	Customer	Inv No	Inv Date	Inv Type	Invoice Amount	Applied Amount	Unapplied Amount
1979	4055	LCCB														
EB Gifts Fees RE																
			2007	Credit	A	04/04/25		Check	1	Miscellaneous						
						4055	R 01 000 000 000 000	050		Eagle Bluff Fees					956.00	0.00
						4055	R 01 000 000 000 000	096		Xcel Gift					110.00	0.00
						4055	R 01 000 000 000 000	096		Lions Dennison Gift					625.00	0.00
						4055	R 01 000 000 000 000	050		Supply Fees					210.00	0.00
						4055	R 04 000 000 000 000	050		RE Wagner					55.00	0.00
						4055	R 04 000 000 000 000	050		RE Jace & Douglas					100.00	0.00
						4055	R 04 000 000 000 000	050		RE Bossmann					11.00	0.00
						4055	R 04 000 000 000 000	050		RE Allaster					49.50	0.00
						4055	R 04 000 000 000 000	050		RE Bonde					121.00	0.00
						4055	R 04 000 000 000 000	050		RE Bonde Jones					181.50	0.00
						4055	R 04 000 000 000 000	050		RE Yunker					96.00	0.00
						4055	R 04 000 000 000 000	050		RE Braelyn					11.00	0.00
														Receipt Total:	\$2,526.00	\$0.00
														Deposit Total:	\$2,526.00	\$0.00
1980	4055	USB														
IDEAS																
			2008	Credit	A	04/15/25		Wire	1	MDE						
						4055	R 01 000 000 000 000	740	360	State Special Education Aid					50,331.92	0.00
														Receipt Total:	\$50,331.92	\$0.00
														Deposit Total:	\$50,331.92	\$0.00
1981	4055	LCCB														
RE Gift EdvRefund Fees																
			2009	Credit	A	04/18/25		Check	1	Miscellaneous						
						4055	R 04 000 000 000 000	050		RE Kira					80.00	0.00
						4055	R 04 000 000 000 000	050		RE Bossmann					11.00	0.00
						4055	R 04 000 000 000 000	050		RE Kielmeyer					209.00	0.00
						4055	R 04 000 000 000 000	050		RE Wagner					44.00	0.00
						4055	R 01 000 000 000 000	096		PTO Eagle Bluff Gift					1,505.00	0.00
						4055	R 01 000 000 000 000	099		PY work comp refund					1,032.02	0.00
						4055	R 01 000 000 000 000	050		Supply fees					65.00	0.00
														Receipt Total:	\$2,946.02	\$0.00
														Deposit Total:	\$2,946.02	\$0.00

## Receipt Listing Report with Detail by Deposit

Deposit Co	Bank	Batch	Rct No	Receipt Type	Receipt St	Date	Check No	Pmt Type	Grp Code	Customer	Inv No	Inv Date	Inv Type	Invoice Amount	Applied Amount	Unapplied Amount
1982	4055	LCCB														
RegionV	Co-op Gift RE	2010	Credit	A	04/30/25			Check	1	Miscellaneous						
					4055	E 01 005	110	000	000	820					2,470.25	0.00
					4055	R 01 000	000	000	000	096					196.84	0.00
					4055	R 04 000	000	000	000	050					60.50	0.00
					4055	R 04 000	000	000	000	050					99.00	0.00
					4055	R 04 000	000	000	000	050					75.00	0.00
														Receipt Total:	\$2,901.59	\$0.00
														Deposit Total:	\$2,901.59	\$0.00
1983	4055	USB														
MEGS		2011	Credit	A	04/10/25			Wire	1	MDE						
					4055	R 01 000	000	000	414	400					2,639.21	0.00
					4055	R 01 000	000	000	419	400					8,257.60	0.00
					4055	R 01 000	000	000	420	400					697.40	0.00
					4055	R 01 000	000	000	425	400					1,167.63	0.00
														Receipt Total:	\$12,761.84	\$0.00
														Deposit Total:	\$12,761.84	\$0.00
1984	4055	USB														
Interest		2012	Credit	A	04/30/25			Wire	1	Miscellaneous						
					4055	R 01 000	000	000	000	092					1,448.46	0.00
														Receipt Total:	\$1,448.46	\$0.00
														Deposit Total:	\$1,448.46	\$0.00
1985	4055	USB														
Interest		2013	Credit	A	04/30/25			Wire	1	Miscellaneous						
					4055	R 01 000	000	000	000	092					436.00	0.00
														Receipt Total:	\$436.00	\$0.00
														Deposit Total:	\$436.00	\$0.00
1986	4055	USB														
		2014	Credit	A	04/30/25			Wire	1	MDE						
					4055	R 01 000	000	000	000	211					24,843.71	0.00
														Receipt Total:	\$24,843.71	\$0.00
														Deposit Total:	\$24,843.71	\$0.00



Nerstrand Charter School #4055  
Receipt Listing Report with Detail by Deposit

Deposit Co	Bank	Batch	Rct No	Receipt Type	Receipt St	Date	Check No	Pmt Type	Grp Code	Customer	Inv No	Inv Date	Inv Type	Invoice Amount	Applied Amount	Unapplied Amount
1987	4055	USB														
	FY24 Tuition Bills		2015	Credit	A	04/24/25		Wire	1	MDE						
						4055	B 01 121 000			FY24 Tuition Bills					35,281.00	0.00
														Receipt Total:	\$35,281.00	\$0.00
														Deposit Total:	\$35,281.00	\$0.00
1988	4055	USB														
	REAP		2016	Credit	A	04/08/25		Wire	1	Miscellaneous						
						4055	R 01 000 000 000 514 500			REAP Direct Fed Aid&Grant					16,737.99	0.00
														Receipt Total:	\$16,737.99	\$0.00
														Deposit Total:	\$16,737.99	\$0.00
														Report Total:	\$150,214.53	\$0.00

Nerstrand Charter School #4055  
Reconciliation Worksheet Report  
04/30/2025

Audit No	Statement Date	Co	Bank Code	Bank Name/Description
1324	04/30/2025	4055	LCCB	Lake Country Community Bank
				Lake Country Community Bank

Worksheet has been Finalized

Statement Amount	106,218.45	
Deposits in Transit	0.00	
Outstanding Payments		
Checks	0.00	
Wires	0.00	
SHR - Payments	0.00	
SHR - Third Party	0.00	
Cash	0.00	
ACH	0.00	
Adjustment Amount	0.00	
Amount Per Bank	106,218.45	
GL Account Balance	106,218.45	
Difference	0.00	
Adjustments	00/00/0000	

Co L Fd Org Pro Crs Fin O/S  
4055 B 01 101 003  
F Ty

Nerstrand Charter School #4055  
Reconciliation Worksheet Report  
04/30/2025

Audit No	Statement Date	Co	Bank Code	Bank Name/Description
1325	04/30/2025	4055	USB	US BANK
				CHECKING ACCOUNT

Worksheet has been Finalized

Statement Amount 563,859.29

Deposits in Transit 0.00

Outstanding Payments

Checks 22,999.11

Wires 0.00

SHR - Payments 0.00

SHR - Third Party 0.00

Cash 0.00

ACH 0.00

Adjustment Amount

0.00

Amount Per Bank 540,860.18

GL Account Balance 540,860.18

Difference

0.00

Adjustments  
00/00/0000

Co L Fd Org Pro Crs Fin O/S  
4055 B 01 101 000  
F TY

Code	Rcd	Vendor	Bank	Check No	Pmt/Void Date	Pmt Type
1732	CAPITAL ONE	PO BOX 4069 CAROL STREAM, IL 60197-4069	LCCB			Wire
			E	01 010 203 000 000 430	target copy paper	\$17.16
			E	01 010 203 000 000 430	amazon copy paper	\$142.47
			E	01 010 203 000 000 430	amazon copy paper	\$51.53
			E	01 010 203 000 000 430	amazon art supplies	\$30.84
			E	01 010 203 000 000 430	amazon art supplies	\$39.35
			E	01 010 203 000 000 430	cub conf food	\$15.97
			E	01 010 203 000 000 430	amazon art supplies	\$32.79
			E	01 010 420 000 419 401	amazon sped file box	\$35.47
			R	01 000 000 000 000 619	amazon color run color	\$587.97
			E	01 010 203 000 000 430	amazon schl flag	\$18.99
			E	01 010 203 000 000 430	amazon MCA snacks	\$19.13
			E	01 010 420 000 740 433	amazon pencil toppers	\$7.98
			E	01 010 203 000 000 430	amazon mca pencils	\$17.97
			E	01 010 203 000 000 430	amazon mca snacks	\$44.97
			B	01 131 000	mystery science fy26	\$999.00
			B	01 131 000	mystery science fy26	\$499.00
			E	01 005 110 000 000 401	amazon shredder	\$54.99
			E	01 010 203 000 000 430	amazon mca snack	\$14.99
			E	01 005 810 000 000 401	amazon air freshner & wipes	\$68.85
			E	01 005 810 000 000 401	amazon wipes	\$58.91
			E	01 005 110 000 000 329	usps	\$16.32
			E	01 005 810 000 000 401	walmart wipes	\$177.17
			E	01 010 620 018 000 401	walmart bins library	\$59.53
			E	01 010 203 000 000 401	amazon projector bulb	\$55.78
			E	01 010 620 018 000 430	walmart library bks	\$215.53
PO#:	Voucher #:	8795 Invoice	Invoice No:	20250418	4/18/2025	Paid Amt: \$3,282.66 Check Amount: \$3,282.66 Vendor Total: \$3,282.66
1673	METRONET INC	PO BOX 630546 CINCINNATI, OH 45263-0546	LCCB			Wire
			E	01 005 110 000 000 320	Phone	\$207.49
PO#:	Voucher #:	8785 Invoice	Invoice No:	1705956	4/10/2025	Paid Amt: \$207.49 Check Amount: \$207.49

Code	Rcd	Vendor	Bank	Check No	Pmt/Void Date	Pmt Type
1673		METRONET INC	LCCB	PO BOX 630546 CINCINNATI, OH 45263-0546		
			E 01 005 110 000 000 320	Phone		
PO#:		Voucher #:	8786 Invoice	Invoice No: 1677211	4/18/2025	Wire
						\$239.00
						Paid Amt: \$239.00
						Check Amount: \$239.00
						Vendor Total: \$446.49
1224		PRO-ED, INC	LCCB	PO BOX 679029 DALLAS, TX 75267-9029		
			E 01 010 420 000 740 433	TERA-4 Form		
PO#:		Voucher #:	8787 Invoice	Invoice No: 20250401	4/6/2025	Wire
						\$92.61
						Paid Amt: \$92.61
						Check Amount: \$92.61
						Vendor Total: \$92.61
1700		USBANK	USB			
			E 01 005 110 000 000 305	fee		
PO#:		Voucher #:	8801 Invoice	Invoice No: 20250415	4/15/2025	Wire
						\$13.85
						Paid Amt: \$13.85
						Check Amount: \$13.85
						Vendor Total: \$13.85
1017		XCEL ENERGY	USB	PO BOX 9477 MINNEAPOLIS, MN 55484-9477		
			E 01 005 810 000 000 330	2/27-3/30		
PO#:		Voucher #:	8794 Invoice	Invoice No: 920945359	4/4/2025	Wire
						\$1,234.37
						Paid Amt: \$1,234.37
						Check Amount: \$1,234.37
						Vendor Total: \$1,234.37
						Report Total: \$5,069.98

## **413 HARASSMENT AND VIOLENCE**

### **I. PURPOSE**

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

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

A. The policy of the charter school is to maintain a learning and working environment free from harassment and violence on the basis of Protected Class. The school prohibits any form of harassment or violence on the basis of Protected Class.

B. A violation of this policy occurs when any student, teacher, administrator, or other charter school personnel harasses a student, teacher, administrator, or other school personnel or group of students, teachers, administrators, or other school personnel through conduct or communication based on a person's Protected Class, as defined by this policy. (For purposes of this policy, school personnel include school board members, school employees, agents, volunteers, contractors, or persons subject to the supervision and control of the charter school.)

C. A violation of this policy occurs when any student, teacher, administrator, or other charter school personnel inflicts, threatens to inflict, or attempts to inflict violence upon any student, teacher, administrator, or other school personnel or group of students, teachers, administrators, or other school personnel based on a person's Protected Class.

D. The charter school will act to investigate all complaints, either formal or informal, verbal or written, of harassment or violence based on a person's Protected Class, and to discipline or take appropriate action against any student,

teacher, administrator, or other school personnel found to have violated this policy.

### **III. DEFINITIONS**

A. “Assault” is:

1. an act done with intent to cause fear in another of immediate bodily harm or death;
2. the intentional infliction of or attempt to inflict bodily harm upon another; or
3. the threat to do bodily harm to another with present ability to carry out the threat.

B. “Harassment” prohibited by this policy consists of physical or verbal conduct, including, but not limited to, electronic communications, relating to an individual’s or group of individuals’ race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, including gender identity or expression, or disability, when the conduct:

1. has the purpose or effect of creating an intimidating, hostile, or offensive working or academic environment;
2. has the purpose or effect of substantially or unreasonably interfering with an individual’s work or academic performance; or
3. otherwise adversely affects an individual’s employment or academic opportunities.

C. “Immediately” means as soon as possible but in no event longer than 24 hours.

D. Protected Classifications; Definitions

1. “Disability” means, with respect to an individual who

- a. has a physical sensory or mental impairment that materially limits one or more major life activities of such individual;
- b. has a record of such an impairment;
- c. is regarded as having such an impairment; or
- d. has an impairment that is episodic or in remission and would materially limit a major life activity when active.

2. “Familial status” means the condition of one or more minors having legal status or custody with:

- a. the minor's parent or parents or the minor's legal guardian or guardians; or
- b. the designee of the parent or parents or guardian or guardians with the written permission of the parent or parents or guardian or guardians. Familial status also means residing with and caring for one or more individuals who lack the ability to meet essential requirements for physical health, safety, or self-care because the individual or individuals are unable to receive and evaluate information or make or communicate decisions. The protections afforded against harassment or discrimination on the basis of family status apply to any person who is pregnant or is in the process of securing legal custody of an individual who has not attained the age of majority.

3. “Marital status” means whether a person is single, married, remarried, divorced, separated, or a surviving spouse and, in employment cases, includes protection against harassment or discrimination on the basis of the identity, situation, actions, or beliefs of a spouse or former spouse.

4. “National origin” means the place of birth of an individual or of any of the individual's lineal ancestors.

5. “Sex” includes, but is not limited to, pregnancy, childbirth, and disabilities related to pregnancy or childbirth.



6. “Sexual orientation” means to whom someone is, or is perceived of as being, emotionally, physically, or sexually attracted to based on sex or gender identity. A person may be attracted to men, women, both, neither, or to people who are genderqueer, androgynous, or have other gender identities.

7. “Status with regard to public assistance” means the condition of being a recipient of federal, state, or local assistance, including medical assistance, or of being a tenant receiving federal, state, or local subsidies, including rental assistance or rent supplements.

E. “Remedial response” means a measure to stop and correct acts of harassment or violence, prevent acts of harassment or violence from recurring, and protect, support, and intervene on behalf of a student who is the target or victim of acts of harassment or violence.

F. Sexual Harassment; Definition

1. Sexual harassment includes unwelcome sexual advances, requests for sexual favors, sexually motivated physical conduct, or other verbal or physical conduct or communication of a sexual nature when:

a. submission to that conduct or communication is made a term or condition, either explicitly or implicitly, of obtaining employment or an education; or

b. submission to or rejection of that conduct or communication by an individual is used as a factor in decisions affecting that individual’s employment or education; or

c. that conduct or communication has the purpose or effect of substantially interfering with an individual’s employment or education, or creating an intimidating, hostile, or offensive employment or educational environment.

2. Sexual harassment may include, but is not limited to:

a. unwelcome verbal harassment or abuse;

b. unwelcome pressure for sexual activity;

- c. unwelcome, sexually motivated, or inappropriate patting, pinching, or physical contact, other than necessary restraint of student(s) by teachers, administrators, or other charter school personnel to avoid physical harm to persons or property;
- d. unwelcome sexual behavior or words, including demands for sexual favors, accompanied by implied or overt threats concerning an individual's employment or educational status;
- e. unwelcome sexual behavior or words, including demands for sexual favors, accompanied by implied or overt promises of preferential treatment with regard to an individual's employment or educational status; or
- f. unwelcome behavior or words directed at an individual because of sexual orientation, including gender identity or expression.

G. Sexual Violence; Definition

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

- d. threatening to force or coerce sexual acts, including the touching of intimate parts or intercourse, on another.

#### H. Violence; Definition

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

### IV. REPORTING PROCEDURES

A. Any person who believes he or she has been the target or victim of harassment or violence on the basis of Protected Class by a student, teacher, administrator, or other charter school personnel, or any person with knowledge or belief of conduct which may constitute harassment or violence prohibited by this policy toward a student, teacher, administrator, or other school personnel or group of students, teachers, administrators, or other school personnel should report the alleged acts immediately to an appropriate school official designated by this policy. A person may report conduct that may constitute harassment or violence anonymously. However, the school may not rely solely on an anonymous report to determine discipline or other remedial responses.

B. The charter school encourages the reporting party or complainant to use the report form available from the executive director, principal, or building supervisor or available from the school office, but oral reports shall be considered complaints as well.

C. Nothing in this policy shall prevent any person from reporting harassment or violence directly to a charter school human rights officer or to the executive director. If the complaint involves the building report taker, the complaint shall be made or filed directly with the executive director or the school human rights officer by the reporting party or complainant.

#### D. In Each School Building

The executive director, building principal, the principal's designee, or the building supervisor (hereinafter the "building report taker") is the person responsible for receiving oral or written reports of harassment or violence prohibited by this policy at the building level. Any adult charter school personnel who receives a report of harassment or violence prohibited by this policy shall inform the building report taker immediately. If the complaint involves the

building report taker, the complaint shall be made or filed directly with the executive director or the charter school human rights officer by the reporting party or complainant. The building report taker shall ensure that this policy and its procedures, practices, consequences, and sanctions are fairly and fully implemented and shall serve as a primary contact on policy and procedural matters.

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

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

G. In the Charter School

The charter school board hereby designates Nicole Musolf as the charter school human rights officer(s) to receive reports or complaints of harassment or violence prohibited by this policy. If the complaint involves a human rights officer, the complaint shall be filed directly with the executive director. uu

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

507.333.6854; PO Box 156, Nerstrand, MN 55053

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

J. Use of formal reporting forms is not mandatory.

K. Reports of harassment or violence prohibited by this policy are classified as private educational and/or personnel data and/or confidential investigative data and will not be disclosed except as permitted by law.

L. The charter school 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's legal obligations to investigate, to take appropriate action, and to comply with any discovery or disclosure obligations.

M. Retaliation against a victim, good faith reporter, or a witness of violence or harassment is prohibited.

N. False accusations or reports of violence or harassment against another person are prohibited.

O. A person who engages in an act of violence or harassment, reprisal, retaliation, or false reporting of violence or harassment, or permits, condones, or tolerates violence or harassment shall be subject to discipline or other remedial responses for that act in accordance with the charter school's policies and procedures.

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

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

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

## **V. INVESTIGATION**

A. By authority of the charter school, the human rights officer, within three (3) days of the receipt of a report or complaint alleging harassment or violence prohibited by this policy, shall undertake or authorize an investigation. The investigation may be conducted by school officials or by a third party designated by the school.

B. The investigation may consist of personal interviews with the complainant, the individual(s) against whom the complaint is filed, and others who may have knowledge of the alleged incident(s) or circumstances giving rise to the complaint. The investigation may also consist of any other methods and documents deemed pertinent by the investigator.

C. In determining whether alleged conduct constitutes a violation of this policy, the charter school should consider the surrounding circumstances, the nature of the behavior, past incidents or past or continuing patterns of behavior, the relationships between the parties involved, and the context in which the alleged incidents occurred. Whether a particular action or incident constitutes a violation of this policy requires a determination based on all the facts and surrounding circumstances.

D. In addition, the charter school may take immediate steps, at its discretion, to protect the target or victim, the complainant, and students, teachers, administrators, or other school personnel pending completion of an investigation of alleged harassment or violence prohibited by this policy.

E. The alleged perpetrator of the act(s) of harassment or violence shall be allowed the opportunity to present a defense during the investigation or prior to the imposition of discipline or other remedial responses.

F. The investigation will be completed as soon as practicable. The charter school human rights officer shall make a written report to the executive director upon completion of the investigation. If the complaint involves the executive director, the report may be filed directly with the school board. The report shall include a determination of whether the allegations have been substantiated as factual and whether they appear to be violations of this policy.

## **VI. CHARTER SCHOOL ACTION**

A. Upon completion of an investigation that determines a violation of this policy has occurred, the charter school 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 action taken for violation of this policy will be consistent with requirements of applicable collective bargaining agreements, Minnesota and federal law, and applicable school policies and regulations.

B. The school 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 charter school. School officials will notify the targets or victims and alleged perpetrators of harassment or violence, the parent(s) or guardian(s) of targets or victims of harassment or violence and the parent(s) or guardian(s) of alleged perpetrators of harassment or violence who have been involved in a reported and confirmed harassment or violence incident of the remedial or disciplinary action taken, to the extent permitted by law.

C. In order to prevent or respond to acts of harassment or violence committed by or directed against a child with a disability, the school shall, where determined appropriate by the child's individualized education program (IEP) or Section 504 team, allow the child's IEP or Section 504 plan to be drafted to address the skills and proficiencies the child needs as a result of the child's disability to allow the child to respond to or not to engage in acts of harassment or violence.

## **VII. RETALIATION OR REPRISAL**

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

## **VIII. RIGHT TO ALTERNATIVE COMPLAINT PROCEDURES**

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

## **IX. HARASSMENT OR VIOLENCE AS ABUSE**

A. Under certain circumstances, alleged harassment or violence may also be possible abuse under Minnesota law. If so, the duties of mandatory reporting under Minnesota Statutes, chapter 260E may be applicable.

B. Nothing in this policy will prohibit the charter school from taking immediate action to protect victims of alleged harassment, violence, or abuse.

## **X. DISSEMINATION OF POLICY AND TRAINING**

A. This policy shall be conspicuously posted throughout each charter school building in areas accessible to students and staff members.

B. This policy shall be given to each school employee and independent contractor who regularly interacts with students at the time of initial employment with the school.

C. This policy shall appear in the student handbook.

D. The charter school will develop a method of discussing this policy with students and employees.

E. The charter school may implement violence prevention and character development education programs to prevent and reduce policy violations. Such programs may offer instruction on character education including, but not limited to, character qualities such as attentiveness, truthfulness, respect for authority, diligence, gratefulness, self-discipline, patience, forgiveness, respect for others, peacemaking, resourcefulness, and/or sexual abuse prevention.

F. This policy shall be reviewed at least annually for compliance with state and federal law.



***Legal References:***

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

***Cross References:***

MSBA/MASA Model Policy 102 (Equal Educational Opportunity)  
MSBA/MASA Model Policy 401 (Equal Employment Opportunity)  
MSBA/MASA Model Policy 402 (Disability Nondiscrimination Policy)  
MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of Charter School Employees)  
MSBA/MASA Model Policy 406 (Public and Private Personnel Data)  
MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)  
MSBA/MASA Model Policy 415 (Mandated Reporting of Maltreatment of Vulnerable Adults)  
MSBA/MASA Model Policy 506 (Student Discipline)  
MSBA/MASA Model Policy 514 (Bullying Prohibition Policy)  
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)  
MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)  
MSBA/MASA Model Policy 522 (Title IX Sex Nondiscrimination, Grievance Procedures and Process)  
MSBA/MASA Model Policy 524 (Internet Acceptable Use and Safety Policy)  
MSBA/MASA Model Policy 525 (Violence Prevention)

MSBA/MASA Model Policy 526 (Hazing Prohibition)

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

## **414 MANDATED REPORTING OF CHILD NEGLECT OR PHYSICAL OR SEXUAL ABUSE**

### **I. PURPOSE**

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

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

A. The policy of the charter school is to fully comply with Minnesota Statutes, chapter 260E requiring school personnel to report suspected child neglect or physical or sexual abuse.

B. A violation of this policy occurs when any charter school personnel fails to immediately report instances of child neglect or physical or sexual abuse when school personnel knows or has reason to believe a child is being neglected or physically or sexually abused or has been neglected or physically or sexually abused within the preceding three years.

### **III. DEFINITIONS**

A. "Accidental" means a sudden, not reasonably foreseeable, and unexpected occurrence or event that:

1. is not likely to occur and could not have been prevented by exercise of due care; and
2. if occurring while a child is receiving services from a facility, happens when the facility and the employee or person providing services in the facility are in compliance with the laws and rules relevant to the occurrence of the event.

B. “Child” means one under age 18 and, for purposes of Minnesota Statutes, chapter 260C (Juvenile Safety and Placement) and Minnesota Statutes, chapter 260D (Child in Voluntary Foster Care for Treatment), includes an individual under age 21 who is in foster care pursuant to Minnesota Statutes, chapter 260C.451 (Foster Care Benefits Past Age 18).

C. “Immediately” means as soon as possible but in no event longer than 24 hours.

D. “Mandated reporter” means any charter school personnel who knows or has reason to believe a child is being maltreated or has been maltreated within the preceding three years.

E. “Mental injury” means an injury to the psychological capacity or emotional stability of a child as evidenced by an observable or substantial impairment in the child’s ability to function within a normal range of performance and behavior with due regard to the child’s culture.

F. “Neglect” means the commission or omission of any of the acts specified below, other than by accidental means:

1. failure by a person responsible for a child’s care to supply a child with necessary food, clothing, shelter, health care, medical, or other care required for the child’s physical or mental health when reasonably able to do so;
2. failure to protect a child from conditions or actions that seriously endanger the child’s physical or mental health when reasonably able to do so, including a growth delay, which may be referred to as a failure to thrive, that has been diagnosed by a physician and is due to parental neglect;
3. failure to provide for necessary supervision or child care arrangements appropriate for a child after considering factors as the child’s age, mental ability, physical condition, length of absence, or environment, when the child is unable to care for the child’s own basic needs or safety, or the basic needs or safety of another child in his or her care;

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

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

G. "Non Maltreatment mistake" occurs when: (1) at the time of the incident, the individual was performing duties identified in the center's child care program plan required under Minnesota Rules, part 9503.0045; (2) the individual has not been determined responsible for a similar incident that resulted in a finding of maltreatment for at least seven years; (3) the individual has not been determined to have committed a similar non maltreatment mistake under this paragraph for at least four years; (4) any injury to a child resulting from the incident, if treated, is treated only with remedies that are available over the counter, whether ordered by a medical professional or not; and (5) except for the period when the incident

occurred, the facility and the individual providing services were both in compliance with all licensing requirements relevant to the incident. This definition only applies to child care centers licensed under Minnesota Rules chapter 9503.

H. “Person responsible for the child’s care” means (1) an individual functioning within the family unit and having responsibilities for the care of the child such as a parent, guardian, or other person having similar care responsibilities, or (2) an individual functioning outside the family unit and having responsibilities for the care of the child such as a teacher, school administrator, other school employee or agent, or other lawful custodian of a child having either full-time or short-term care responsibilities including, but not limited to, day care, babysitting whether paid or unpaid, counseling, teaching, and coaching.

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

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

Actions that are not reasonable and moderate include, but are not limited to, any of the following: (1) throwing, kicking, burning, biting, or cutting a child; (2) striking a child with a closed fist; (3) shaking a child under age three; (4) striking or other actions that result in any nonaccidental injury to a child under 18 months of age; (5) unreasonable interference with a child’s breathing; (6) threatening a child with a weapon, as defined in Minnesota Statutes section 609.02, subdivision 6; (7) striking a child under age one on the face or head; (8) striking a child who is at least age one but under age four on the face or head, which results in an injury; (9) purposely giving a child poison, alcohol, or dangerous, harmful, or controlled substances that were not prescribed for the child by a practitioner, in order to control or punish the child, or other substances that substantially affect the child’s

behavior, motor coordination, or judgment, or that result in sickness or internal injury, or that subject the child to medical procedures that would be unnecessary if the child were not exposed to the substances; (10) unreasonable physical confinement or restraint not permitted under Minnesota Statutes section 609.379, including, but not limited to, tying, caging, or chaining; or (11) in a school facility or school zone, an act by a person responsible for the child's care that is a violation under Minnesota Statutes, section 121A.58.

J. "Report" means any communication received by the local welfare agency, police department, county sheriff, or agency responsible for child protection pursuant to this section that describes maltreatment of a child and contains sufficient content to identify the child and any person believed to be responsible for the maltreatment, if known.

K. "School personnel" means professional employee or professional delegate of the charter school who provides health, educational, social, psychological, law enforcement, or child care services.

L. "Sexual abuse" means the subjection of a child by a person responsible for the child's care, by a person who has a significant relationship to the child (as defined in Minnesota Statutes, section 609.341, subdivision 15), or by a person in a current or recent position of authority (as defined in Minnesota Statutes, section 609.341, subdivision 10) to any act which constitutes a violation of Minnesota statutes prohibiting criminal sexual conduct. Such acts include sexual penetration, sexual contact, solicitation of children to engage in sexual conduct, and communication of sexually explicit materials to children. Sexual abuse also includes any act involving a minor that constitutes a violation of Minnesota statutes prohibiting prostitution or use of a minor in a sexual performance. Sexual abuse includes all reports of known or suspected child sex trafficking involving a child who is identified as a victim of sex trafficking. Sexual abuse includes threatened sexual abuse which includes the status of a parent or household member who has committed a violation that requires registration under Minnesota Statutes, section 243.166, subdivision 1b(a) or (b) (Registration of Predatory Offenders).

M. "Threatened injury" means a statement, overt act, condition, or status that represents a substantial risk of physical or sexual abuse or mental injury. Threatened injury includes, but is not limited to, exposing a child to a person responsible for the child's care who has (1) subjected the child to, or failed to

protect a child from, an overt act or condition that constitutes egregious harm; (2) been found to be palpably unfit; (3) committed an act that resulted in an involuntary termination of parental rights; or (4) committed an act that resulted in the involuntary transfer of permanent legal and physical custody of a child to a relative.

#### **IV. REPORTING PROCEDURES**

A. A mandated reporter shall immediately report the information to the local welfare agency, agency responsible for assessing or investigating the report, police department, county sheriff, tribal social services agency, or tribal police department. The reporter will include his or her name and address in the report.

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

C. Regardless of whether a report is made, as soon as practicable after a school receives information regarding an incident that may constitute maltreatment of a child in a school facility, the school shall inform the parent, legal guardian, or custodian of the child that an incident has occurred that may constitute maltreatment of the child, when the incident occurred, and the nature of the conduct that may constitute maltreatment.

D. A mandated reporter who knows or has reason to know of the deprivation of custodial or parental rights or the kidnapping of a child shall report the information to the local police department or the county sheriff.

E. With the exception of a healthcare professional or a social service professional who is providing the woman with prenatal care or other health care services, a mandated reporter shall immediately report to the local welfare agency if the person knows or has reason to believe that a woman is pregnant and has used a controlled substance for a nonmedical purpose during the pregnancy,



including, but not limited to, tetrahydrocannabinol, or has consumed alcoholic beverages during the pregnancy in any way that is habitual or excessive.

F. A person mandated by Minnesota law and this policy to report who fails to report may be subject to criminal penalties and/or discipline, up to and including termination of employment.

G. An employer of a mandated reporter shall not retaliate against the person for reporting in good faith maltreatment against a child with respect to whom a report is made, because of the report.

H. Any person who knowingly or recklessly makes a false report under the provisions of applicable Minnesota law or this policy shall be liable in a civil suit for any actual damages suffered by the person or persons so reported and for any punitive damages set by the court or jury, plus costs and reasonable attorney fees. Knowingly or recklessly making a false report also may result in discipline.

## **V. INVESTIGATION**

A. The responsibility for assessing or investigating reports of suspected maltreatment rests with the appropriate state, county, or local agency or agencies. The agency responsible for assessing or investigating reports of maltreatment has the authority to interview the child, the person or persons responsible for the child's care, the alleged offender, and any other person with knowledge of the maltreatment for the purpose of gathering facts, assessing safety and risk to the child, and formulating a plan. The investigating agency may interview the child at school. The interview may take place outside the presence of the alleged offender or parent, legal guardian, or school official. The investigating agency, not the school, is responsible for either notifying or withholding notification of the interview to the parent, guardian, or person responsible for the child's care. School officials may not disclose to the parent, legal custodian, or guardian the contents of the notification or any other related information regarding the interview until notified in writing by the local welfare or law enforcement agency that the investigation or assessment has been concluded.

B. When the investigating agency determines that an interview should take place on school property, written notification of intent to interview the child on school property must be received by school officials prior to the interview. The notification shall include the name of the child to be interviewed, the purpose of

the interview, and a reference to the statutory authority to conduct an interview on school property.

C. Except where the alleged offender is believed to be a school official or employee, the time and place, and manner of the interview on school premises shall be within the discretion of school officials, but the local welfare or law enforcement agency shall have the exclusive authority to determine who may attend the interview. The conditions as to time, place, and manner of the interview set by the school officials shall be reasonable, and the interview shall be conducted not more than 24 hours after the receipt of the notification unless another time is considered necessary by agreement between the school officials and the local welfare or law enforcement agency. Every effort must be made to reduce the disruption of the educational program of the child, other students, or school employees when an interview is conducted on school premises.

D. Where the alleged offender is believed to be a school official or employee, the charter school shall conduct its own investigation independent of MDE and, if involved, the local welfare or law enforcement agency.

E. Upon request by MDE, the charter school 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 charter school 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 charter school personnel handbooks.

B. The charter school 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)

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)

## **416 DRUG, ALCOHOL, AND CANNABIS TESTING**

### **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 charter school 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 charter school 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 charter school may request or require that any charter school 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 charter school property (which includes charter school vehicles), while operating charter school 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 charter school property. Employees under the influence of drugs that are not medically prescribed are prohibited from entering or remaining on charter school property.

D. The use, possession, sale, purchase, transfer, or dispensing of alcohol or cannabis is prohibited on charter school property (which includes charter school vehicles), while operating charter school 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 charter school property. Employees under the influence of alcohol or cannabis are prohibited from entering or remaining on charter school 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 charter school 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 charter school premises, or operating a charter school 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 charter school's written work rules for cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products and cannabis testing, provided that the rules are in writing and in a written policy that contains the minimum information required by Minnesota Statutes, section 181.952; or

4. as otherwise authorized or required under state or federal law or regulations, or if a failure to do so would cause the charter school to lose a monetary or licensing-related benefit under federal law or regulations.

### **III. IV. CANNABIS TESTING OR DRUG AND ALCOHOL TESTING FOR OTHER EMPLOYEES**

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

#### **A. Definitions**

1. "Cannabis testing" means the analysis of a body component sample according to the standards established under one of the programs listed in Minnesota Statutes, section 181.953, subdivision 1, for the purpose of measuring the presence or absence of cannabis flower, as defined in Minnesota Statutes, section 342.01, subdivision 16, cannabis products, as defined in section 342.01, subdivision 20, lower-potency hemp edibles as defined in section 342.01, subdivision 50, hemp-derived consumer products as defined in section 342.01, subdivision 37, or

cannabis metabolites in the sample tested. The definitions in this section apply to cannabis testing unless stated otherwise.

2. "Confirmatory test" and "confirmatory retest" mean a drug or alcohol test that uses a method of analysis allowed under one of the programs listed in Minnesota Statutes, section 181.953, subdivision 1.

3. "Drug" means a controlled substance as defined in Minnesota Statutes, section 152.01, subdivision 4, but does not include marijuana, tetrahydrocannabinols, cannabis flower as defined in section 342.01, subdivision 16, cannabis products as defined in section 342.01, subdivision 20, lower-potency hemp edibles as defined in section 342.01, subdivision 50, and hemp-derived consumer products as defined in section 342.01, subdivision 37.

4. "Drug and Alcohol Testing," "Drug or Alcohol Testing," and "Drug or Alcohol Test" mean analysis of a body component sample by a testing laboratory that meets one of the criteria listed in Minnesota Statutes, section 181.953, subdivision 1, for the purpose of measuring the presence or absence of drugs, alcohol, or their metabolites in the sample tested. "Drug and alcohol testing," "drug or alcohol testing," and "drug or alcohol test" do not include cannabis or cannabis testing, unless stated otherwise.

5. "Employee" means a person, independent contractor, or person working for an independent contractor who performs services for compensation, in whatever form, for an employer.

6. "Initial screening test" means a drug or alcohol test or cannabis test which uses a method of analysis under one of the programs listed in Minnesota Statutes, section 181.953, subdivision 1.

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



8. “Oral fluid test” means analysis of a saliva sample for the purpose of measuring the presence of the same substances as drug and alcohol testing and cannabis testing that:

a. can detect drugs, alcohol, cannabis, or their metabolites in levels at or above the threshold detection levels contained in the standards of one of the programs listed in Minnesota Statutes, section 181.953, subdivision 1; and

b. does not require the services of a testing laboratory under section 181.953, subdivision 1.

9. “Other Employees” means any persons, independent contractors, or persons working for an independent contractor who perform services for the charter school for compensation, either full time or part time, in whatever form, except for persons whose positions require a commercial driver’s license, and includes both professional and nonprofessional personnel. Persons whose positions require a commercial driver’s license are primarily governed by the provisions of the charter school’s drug and alcohol testing policy relating to school bus drivers (Section III.). To the extent that the drug and alcohol testing of persons whose positions require a commercial driver’s license is not mandated by federal law and regulations, such testing shall be governed by Section IV. of this policy and the drivers shall fall within this definition of “other employees.”

10. “Positive Test Result” means a finding of the presence of drugs, alcohol, or their metabolites in the sample tested in levels at or above the threshold detection levels contained in the standards of one of the programs listed in Minnesota Statutes, section 181.953, subdivision 1.

11. “Random Selection Basis” means a mechanism for selection of employees that:

a. results in an equal probability that any employee from a group of employees subject to the selection mechanism will be selected; and

b. does not give the charter school discretion to waive the selection of any employee selected under the mechanism.

12. “Reasonable Suspicion” means a basis for forming a belief based on specific facts and rational inferences drawn from those facts.

13. “Safety-Sensitive Position” means a job, including any supervisory or management position, in which an impairment caused by drug, alcohol, or cannabis usage would threaten the health or safety of any person.

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

1. General Limitations

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

b. The charter school 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 charter school 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 charter school 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 charter school shall notify the job applicant of the reason for its action.

- a. The charter school 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 charter school 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 charter school must not request or require an employee or job applicant to undergo cannabis testing on an arbitrary or capricious basis.

d. Cannabis testing authorized under paragraph (d) must comply with the safeguards for testing employees provided in Minnesota Statutes, sections 181.953 and 181.954.

4. Oral fluid testing

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

b. The employee must be informed of the test result at the time of the oral fluid test. Within 48 hours of an oral fluid test that indicates a positive test result or that is inconclusive or invalid, the employee or job applicant may request drug or alcohol testing or cannabis testing at no cost to the employee or job applicant using the services of a testing laboratory under Minnesota Statutes, section 181.953, subdivision 1, and according to the existing laboratory testing standards in subdivisions 1 to 5. The rights, notice, and limitations in Minnesota Statutes, section 181.953, subdivision 6, paragraph (b), and subdivisions 7 to 8 and 10 to 11 apply to an employee or job applicant and a laboratory test conducted pursuant to this paragraph.

c. If the laboratory test under paragraph (b) above indicates a positive result, any subsequent confirmatory retest, if requested by the employee or job applicant, must be conducted following the retest procedures provided in Minnesota Statutes, section 181.953, subdivision 6, paragraph (c), and subdivision 9 at the employee's or job applicant's own expense.

d. Nothing in this subdivision is intended to modify the existing requirements for drug and alcohol testing or cannabis testing in the workplace under Minnesota Statutes, sections 181.950 to 18.957, unless stated otherwise.

5. Random Testing

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

6. Reasonable Suspicion Testing

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

- a. is under the influence of cannabis, drug, or alcohol;
- b. has violated the charter school'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 charter school's premises or operating the charter school's vehicles, machinery, or equipment;
- c. has sustained a personal injury, as that term is defined in Minnesota Statutes, section 176.011, subdivision 16, or has caused another employee to sustain a personal injury; or
- d. has caused a work-related accident or was operating or helping to operate machinery, equipment, or vehicles involved in a work-related accident.

7. Treatment Program Testing

The charter school may request or require any employee to undergo cannabis testing and drug and alcohol testing if the employee has been referred by the charter school for chemical dependency treatment or evaluation or is participating in a chemical dependency treatment program under an employee benefit plan, in which case the employee may be requested or required to undergo cannabis testing and drug and alcohol testing without prior notice during the evaluation or treatment period and

for a period of up to two (2) years following completion of any prescribed chemical dependency treatment program.

8. Routine Physical Examination Testing

The charter school 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 charter school 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 charter school 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 charter school'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 charter school 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 charter school 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 charter school 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 charter school 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 charter school 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 charter school 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 charter school 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 charter school in writing of his or her intention to obtain a confirmatory retest. Within three (3) working days after receipt of the notice, the charter school 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 charter school, at the time of providing notice of the test results, shall also provide written notice to inform the individual of other rights provided under Sections F. or G., below, whichever is applicable.

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

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

1. The charter school 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 charter school 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 charter school, unless the following conditions have been met:

a. The charter school 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 charter school 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 charter school 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 charter school 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 charter school 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 charter school, 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 charter school to lose money or licensing-related benefit under federal law or regulations.

6. The charter school 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 charter school 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 charter school 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 charter school may withdraw the job offer.

H. Chain-of-Custody Procedures

The charter school 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 charter school 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 charter school or laboratory to another employer or to a third-party individual, governmental agency, or private organization without the written consent of the employee or job applicant tested.

3. Exceptions to Privacy and Confidentiality Disclosure Limitations

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

4. Privilege

Positive test results from the charter school 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 charter school shall provide written notice of this drug, alcohol, and cannabis testing policy to all affected employees upon adoption of the policy, to a previously non-affected employee upon transfer to an affected position under the policy, and to a job applicant upon hire and before any testing of the applicant if the job offer is

made contingent on the applicant's passing drug and alcohol testing. Affected employees and applicants will acknowledge receipt of this written notice in the form of Attachment H to this policy.

## **V. POSTING**

The charter school 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. § 124E.03 (Applicable Law)  
Minn. Stat. § 151.72 (Sale of Certain Cannabinoid Products)  
Minn. Stat. § 152.01 (Definitions)  
Minn. Stat. § 152.22 (Definitions; Medical Cannabis)  
Minn. Stat. § 152.23 (Limitations; Medical Cannabis)  
Minn. Stat. § 152.32 (Protections for Registry Program Participation)  
Minn. Stat. § 176.011, subd. 16 (Definitions; Personal Injury)  
Minn. Stat. §§ 181.950-181.957 (Drug and Alcohol Testing in the Workplace)  
Minn. Stat. § 221.031 (Motor Carrier Rules)  
49 U.S.C. § 31306 (Omnibus Transportation Employee Testing Act of 1991)  
49 U.S.C. § 31306a (National Clearinghouse for Controlled Substance and Alcohol Test Results of Commercial Motor Vehicle Operators)  
49 U.S.C. § 521(b) (Civil and Criminal Penalties for Violations)  
49 C.F.R. Parts 40 and 382 (Department of Transportation Rules Implementing Omnibus Transportation Employee Testing Act of 1991)

***Cross-References:*** MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of Charter School 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)

## **417 CHEMICAL USE AND ABUSE**

### **I. PURPOSE**

The school board recognizes that chemical use and abuse constitutes a grave threat to the physical and mental well-being of students and employees and significantly impedes the learning process. Chemical use and abuse also create significant problems for society in general. The school board believes that the public school has a role in education, intervention, and prevention of chemical use and abuse. The purpose of this policy is to assist the charter school in its goal to prevent chemical use and abuse by providing procedures for education and intervention.

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

A. Use or possession of controlled substances, toxic substances, medical cannabis, and alcohol before, during, or after school hours, at school or in any other school location, is prohibited in accordance with charter school policies with respect to a Drug-Free Workplace/Drug-Free School.

B. The charter school shall develop, implement, and evaluate comprehensive programs and activities that foster safe, healthy, supportive, and drug-free environments that support student academic achievement.

C. Every charter school that participates in a charter school chemical abuse program shall establish and maintain in every school a chemical abuse pre assessment team. The team is responsible for addressing reports of chemical abuse problems and making recommendations for appropriate responses to the individual reported cases.

D. The charter school shall establish a drug-free awareness program for its employees.

### III. DEFINITIONS

A. "Chemical abuse," as applied to students, means use of any psychoactive or mood-altering chemical substance, without compelling medical reason, in a manner that induces mental, emotional, or physical impairment and causes socially dysfunctional or socially disordering behavior, to the extent that the minor's normal function in academic, school, or social activities is chronically impaired.

B. "Controlled substances," as applied to the chemical abuse assessment of students, means a drug, substance, or immediate precursor in Schedules I through V of Minnesota Statutes, section 152.02 and "marijuana" as defined in Minnesota Statutes, section 152.01, subdivision 9 but not distilled spirits, wine, malt beverages, intoxicating liquors or tobacco. As otherwise defined in this policy, "controlled substances" include narcotic drugs, hallucinogenic drugs, amphetamines, barbiturates, marijuana, anabolic steroids, or any other controlled substance as defined in Schedules I through V of the Controlled Substances Act, 21 United States Code, section 812, including analogues and look-alike drugs.

C. "Drug prevention" means prevention, early intervention, rehabilitation referral, recovery support services, or education related to the illegal use of drugs, such as raising awareness about the consequences of drug use that are evidence based.

D. "Teacher" means all persons employed in a public school or education district or by a service cooperative as members of the instructional, supervisory, and support staff including executive directors, principals, supervisors, secondary vocational and other classroom teachers, librarians, counselors, school psychologists, school nurses, school social workers, audio-visual directors and coordinators, recreation personnel, media generalists, media supervisors, and speech therapists.

### IV. STUDENTS

#### A. Charter School Discipline Policy

Procedures for detecting and addressing chemical abuse problems of a student while on school premises are included in the charter school student discipline policy.

B. Programs and Activities

1. The charter school shall develop, implement, and evaluate comprehensive programs and activities that foster safe, healthy, supportive, and drug-free environments that support student academic achievements. The programs and activities may include, among other programs and activities, drug prevention activities and programs that may be evidence based, including programs to educate students against the use of alcohol, tobacco, marijuana, smokeless tobacco products, and electronic cigarettes.

2. As part of its drug-free programs, the charter school may implement the drug abuse resistance education program (DARE) that enables peace officers to undergo the training to teach a curriculum on drug abuse resistance in schools.

C. Reports of Use, Possession, or Transfer of Alcohol or a Controlled Substance

1. A teacher in a nonpublic school participating in a charter school chemical use program, or a public school teacher, who knows or has reason to believe that a student is using, possessing, or transferring alcohol or a controlled substance while on the school premises or involved in school-related activities, shall immediately notify the school's chemical abuse pre assessment team, or staff member assigned duties similar to those of such a team, of this information.

2. Students involved in the abuse, possession, transfer, distribution, or sale of chemicals may be suspended and proposed for expulsion in compliance with the student discipline policy and the Pupil Fair Dismissal Act, Minnesota Statutes, section 121A.40-121A.56, and proposed for expulsion.

3. Searches by charter school officials in connection with the use, possession, or transfer of alcohol or a controlled substance will be conducted in accordance with school board policies related to search and seizure.



4. Nothing in paragraph IV.B.1. prevents a teacher or any other school employee from reporting to a law enforcement agency any violation of law occurring on school premises or at school sponsored events.

D. Preassessment Team

1. Every school that participates in a charter school chemical abuse program shall establish a chemical abuse pre assessment team designated by the executive director or designee. The team must be composed of classroom teachers, administrators, and to the extent they exist in the school, school nurse, school counselor or psychologist, social worker, chemical abuse specialist, and other appropriate professional staff. For schools that do not have a chemical abuse program and team, the executive director or designee will assign these duties to a designated charter school employee.

2. The team is responsible for addressing reports of chemical abuse problems and making recommendations for appropriate responses to the individual reported cases.

3. Within forty-five (45) days after receiving an individual reported case, the team shall make a determination whether to provide the student and, in the case of a minor, the student's parents with information about school and community services in connection with chemical abuse.

E. Data Practices

1. Student data may be disclosed without consent in health and safety emergencies pursuant to Minnesota Statutes, section 13.32 and applicable federal law and regulations.

2. Destruction of Records

a. If the pre assessment team decides not to provide a student and, in the case of a minor, the student's parents with information about school or community services in connection with chemical abuse, records created or maintained by the team about the student shall be destroyed not later than six (6) months after the determination is made.

b. If the team decides to provide the student and, in the case of a minor or a dependent student, the student's parents with information about school or community services in connection with chemical abuse, records created or maintained by the team about the student shall be destroyed not later than six (6) months after the student is no longer enrolled in the charter school.

c. Destruction of records identifying individual students shall be governed by paragraph IV.E.2. notwithstanding Minnesota Statutes, section 138.163 (Preservation and Disposal of Public Records).

F. Consent

Any minor may give effective consent for medical, mental, and other health services to determine the presence of or to treat conditions associated with alcohol and other drug abuse, and the consent of no other person is required.

**V. EMPLOYEES**

A. The charter school shall establish a drug-free awareness program to inform employees about:

1. The dangers of drug abuse in the workplace.
2. The charter school's policy of maintaining a drug-free workplace.
3. Available drug counseling, rehabilitation, and employee assistance programs.
4. The penalties that may be imposed on employees for drug abuse violations.

B. The charter school shall notify a federal granting agency required to be notified under the Drug-Free Workplace Act within ten (10) days after receiving notice from the employee or otherwise receiving actual notice of any criminal drug statute conviction occurring in the workplace.

***Legal References:***

Minn. Stat. § 13.32 (Educational Data)  
Minn. Stat. § 121A.25-121A.29 (Chemical Abuse)  
Minn. Stat. § 121A.40-121A.56 (Pupil Fair Dismissal Act)  
Minn. Stat. § 121A.61 (Discipline and Removal of Students from Class)  
Minn. Stat. § 124D.695 (Approved Recovery Program Funding)  
Minn. Stat. § 126C.44 (Safe Schools Levy)  
Minn. Stat. § 138.163 (Preservation and Disposal of Public Records)  
Minn. Stat. § 144.343 (Pregnancy, Venereal Disease, Alcohol or Drug Abuse, Abortion)  
Minn. Stat. § 152.01 (Definitions)  
Minn. Stat. § 152.02 (Schedules of Controlled Substances; Administration of Chapter)  
Minn. Stat. § 152.22 (Definitions; Medical Cannabis)  
Minn. Stat. § 152.23 (Limitations; Medical Cannabis) Minn. Stat. § 299A.33 (DARE Program)  
Minn. Stat. § 466.07, subd. 1 (Indemnification Required)  
Minn. Stat. § 609.101, subd. 3(e) (Controlled Substance Offenses; Minimum Fines)  
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)  
20 U.S.C. §§ 7101-7122 (Student Support and Academic Enrichment Grants)  
20 U.S.C. § 5812 (National Education Goals)  
20 U.S.C. § 7175 (Local Activities)  
41 U.S.C. §§ 8101-8106 (Drug-Free Workplace Act)  
34 C.F.R. Part 84 (Government-Wide Requirements for Drug-Free Workplace)

***Cross References:***

MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of Charter School Employees)  
MSBA/MASA Model Policy 416 (Drug and Alcohol Testing)  
MSBA/MASA Model Policy 418 (Drug-Free Workplace/Drug Free School)  
MSBA/MASA Model Policy 419 (Tobacco-Free Environment; Possession and Use of Tobacco, Tobacco-Related Devices, and Electronic Delivery Devices; Vaping Awareness and Prevention Instruction)  
MSBA/MASA Model Policy 502 (Search of Student Lockers, Desks, Personal Possessions, and Student's Person)

MSBA/MASA Model Policy 506 (Student Discipline)

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

MSBA/MASA Model Policy 527 (Student Use and Parking of Motor Vehicles; Patrols, Inspections, and Searches)

## **418 DRUG-FREE WORKPLACE/DRUG-FREE SCHOOL**

### **I. PURPOSE**

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

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

A. Use or possession of alcohol, toxic substances, medical cannabis, non intoxicating cannabinoids, edible cannabinoid products, and controlled substances before, during, or after school hours, at school or in any other school location, is prohibited as general policy. Paraphernalia associated with controlled substances is prohibited.

B. A violation of this policy occurs when any student, teacher, administrator, other charter school personnel, or member of the public uses or possesses alcohol, toxic substances, medical cannabis, non intoxicating cannabinoids, edible cannabinoid products, or controlled substances in any school location.

C. An individual may not use or possess cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products in a public school, as defined in Minnesota Statutes, section 120A.05, subdivisions 9, 11, and 13, including all facilities, whether owned, rented, or leased, and all vehicles that the charter school owns, leases, rents, contracts for, or controls.

D. The charter school will act to enforce this policy and to discipline or take appropriate action against any student, teacher, administrator, school personnel, or member of the public who violates this policy.

### III. DEFINITIONS

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

H. “Sell” means to sell, give away, barter, deliver, exchange, distribute or dispose of to another, or to manufacture; or to offer or agree to perform such an act, or to possess with intent to perform such an act.

I. “Toxic substances” includes: (1) glue, cement, aerosol paint, containing toluene, benzene, xylene, amyl nitrate, butyl nitrate, nitrous oxide, or containing other aromatic hydrocarbon solvents, but does not include glue, cement, or paint contained in a packaged kit for the construction of a model automobile, airplane, or similar item; (2) butane or a butane lighter; or (3) any similar substance declared to be toxic to the central nervous system and to have a potential for abuse, by a rule adopted by the Commissioner.

J. “Use” means to sell, buy, manufacture, distribute, dispense, be under the influence of, or consume in any manner, including, but not limited to, consumption by injection, inhalation, ingestion, or by any other immediate means.

#### **IV. EXCEPTIONS**

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

B. A violation of this policy does not occur when a person possesses an alcoholic beverage in a school location when the possession is within the exceptions of Minnesota Statutes, section 624.701, subdivision 1a (experiments in laboratories; pursuant to a temporary license to sell liquor issued under Minnesota laws or possession after the purchase from such a temporary license holder)

C. A violation of this policy does not occur when a person uses or possesses a toxic substance unless they do so with the intent of inducing or intentionally aiding another in inducing intoxication, excitement, or stupefaction of the central nervous system, except under the direction and supervision of a medical doctor.

D. The school district may not refuse to enroll or otherwise penalize a patient or person enrolled in the Minnesota Patient Registry Program as a pupil solely because the patient or person is enrolled in the registry program, unless failing to do so would violate federal law or regulations or cause the school to lose a monetary or licensing-related benefit under federal law or regulations.

## **V. PROCEDURES**

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

B. Employees who have a prescription from a physician for medical treatment with a controlled substance, except medical cannabis, non intoxicating cannabinoids, or edible cannabinoid products, are permitted to possess such controlled substances and associated necessary paraphernalia, such as an inhaler or syringe. The employee must inform his or her supervisor. The employee may be required to provide a copy of the prescription.

C. Each employee shall be provided with written notice of this Drug-Free Workplace/Drug-Free School policy and shall be required to acknowledge that he or she has received the policy.

D. Employees are subject to the charter school's drug and alcohol testing policies and procedures.

E. Members of the public are not permitted to possess controlled substances, intoxicating cannabinoids, or edible cannabinoid products in a school location except with the express permission of the executive director.

F. No person is permitted to possess or use medical cannabis, non intoxicating cannabinoids, or edible cannabinoid products on a school bus or van; or on the grounds of any preschool or primary or secondary school; or on the grounds of any child care facility. This prohibition includes (1) vaporizing or combusting medical cannabis on any form of public transportation where the vapor or smoke could be inhaled by a minor child or in any public place,



including indoor or outdoor areas used by or open to the general public or place of employment; and (2) operating, navigating, or being in actual physical control of any motor vehicle or working on transportation property, equipment or facilities while under the influence of medical cannabis, non intoxicating cannabinoids, or edible cannabinoid products.

G. Possession of alcohol on school grounds pursuant to the exceptions of Minnesota Statutes, section 624.701, subdivision 1a, shall be by permission of the school board only. The applicant shall apply for permission in writing and shall follow the school board procedures for placing an item on the agenda.

## **VII. ENFORCEMENT**

### **A. Students**

1. Students may be required to participate in programs and activities that provide education against the use of alcohol, tobacco, marijuana, smokeless tobacco products, electronic cigarettes, and nonintoxicating cannabinoids, and edible cannabinoid products.

2. Students may be referred to drug or alcohol assistance or rehabilitation programs; school based mental health services, mentoring and counseling, including early identification of mental health symptoms, drug use and violence and appropriate referral to direct individual or group counselling service. which may be provided by school based mental health services providers; and/or referral to law enforcement officials when appropriate.

3. A student who violates the terms of this policy shall be subject to discipline in accordance with the charter school's discipline policy. Such discipline may include suspension or expulsion from school.

### **B. Employees**

1. As a condition of employment in any federal grant, each employee who is engaged either directly or indirectly in performance of a federal grant shall abide by the terms of this policy and shall notify his or her supervisor in writing of his or her conviction of any criminal drug statute for a violation occurring in any of the places

listed above on which work on a charter school federal grant is performed, no later than five (5) calendar days after such conviction. Conviction means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the federal or state criminal drug statutes.

2. An employee who violates the terms of this policy is subject to disciplinary action, including nonrenewal, suspension, termination, or discharge as deemed appropriate by the school board.

3. In addition, any employee who violates the terms of this policy may be required to satisfactorily participate in a drug and/or alcohol abuse assistance or rehabilitation program approved by the charter school. Any employee who fails to satisfactorily participate in and complete such a program is subject to nonrenewal, suspension, or termination as deemed appropriate by the school board.

4. Sanctions against employees, including nonrenewal, suspension, termination, or discharge shall be pursuant to and in accordance with applicable statutory authority, collective bargaining agreements, and charter school policies.

#### C. The Public

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

#### ***Legal References:***

Minn. Stat. § 120B.215 (Education on Cannabis Use and Substance Use)

Minn. Stat. § 121A.22 (Administration of Drugs and Medicine)

Minn. Stat. § 121A.40-§ 121A.56 (Pupil Fair Dismissal Act)

Minn. Stat. § 151.72 (Sale of Certain Cannabinoid Products)

Minn. Stat. § 152.01, Subd. 15a (Definitions)

Minn. Stat. § 152.0264 (Cannabis Sale Crimes)

Minn. Stat. § 152.22, Subd. 6 (Definitions; Medical Cannabis)

Minn. Stat. § 152.23 (Limitations; Medical Cannabis)

Minn. Stat. § 169A.31 (Alcohol-Related School Bus or Head Start Bus Driving)  
Minn. Stat. § 340A.101 (Definitions; Alcoholic Beverage)  
Minn. Stat. § 340A.403 (3.2 Percent Malt Liquor Licenses)  
Minn. Stat. § 340A.404 (Intoxicating Liquor; On-Sale Licenses)  
Minn. Stat. § 342.09 (Personal Adult Use of Cannabis)  
Minn. Stat. § 342.56 (Limitations)  
Minn. Stat. § 609.684 (Abuse of Toxic Substances)  
Minn. Stat. § 624.701 (Alcohol in Certain Buildings or Grounds)  
20 U.S.C. § 7101-7122 (Student Support and Academic Enrichment Grants)  
21 U.S.C. § 812 (Schedules of Controlled Substances)  
41 U.S.C. §§ 8101-8106 (Drug-Free Workplace Act)  
21 C.F.R. §§ 1308.11-1308.15 (Controlled Substances)  
34 C.F.R. Part 84 (Government-Wide Requirements for Drug-Free Workplace)

***Cross References:***

MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of Charter School Employees)  
MSBA/MASA Model Policy 416 (Drug and Alcohol Testing)  
MSBA/MASA Model Policy 417 (Chemical Use and Abuse)  
MSBA/MASA Model Policy 419 (Tobacco-Free Environment; Possession and use of Tobacco, Tobacco-Related Devices, and Electronic Delivery Devices; Vaping Awareness and Prevention Instruction)  
MSBA/MASA Model Policy 506 (Student Discipline)  
MSBA/MASA Model Policy 516 (Student Medication)

# Director Evaluation Committee Document

Meet in April for 1st time

Less than 3 board members; then meet with Executive Director

Determine the following:

1. Make a copy of the survey and send out to staff in order to not combine data with past surveys.
  - a. Carmen and Sarah have the original survey.
2. Let staff know ahead of time what questions will be so if they have thoughts ahead of time they can prepare and can then fill out the survey during a staff meeting.
3. Put the survey on a staff meeting agenda in early April
4. Committee needs a copy of the domain that the director is working on ahead of the April meeting with the director so they can fill out the rubric.
5. Schedule meeting to go over results with the director in late April.
6. Provide a summary of results from rubric (score) and overall general statement to entire board at May meeting

# Finance Committee Document

Meet in March for 1st time

Less than 3 board members plus Executive Director

Determine the following:

1. Schedule a meeting with the committee members, Executive Director and Business Manager
2. Go over the rough draft of the next year's budget
3. Discuss what-if scenarios
4. Based on the discussion, have the Business Manager run various scenarios for the Board to consider
5. If needed, schedule more committee meetings
6. Bring next year's budget to the Board for approval in April; May at the latest
  - a. The Committee should speak about the Budget before the vote (recap)
7. Bring next year's teacher salary matrix to Board for approval in April, May at the latest
8. Bring next year's paraprofessional salary matrix to Board for approval in April, May at the latest

# Board Meeting Schedule 2025-2026

## 3:30 in Library

July - No Meeting

August 11, 2025

September 8, 2025

October 20, 2025

November 10, 2025

December 8, 2025

January 12, 2026

February 9, 2026

March 9, 2026

April 13, 2026

May 11, 2026

June 8, 2026