

Regular Business Meeting

Monday, September 8, 2025 6:00 PM

Deer River High School Media Center, 101 1st Avenue, Deer River, MN 56636

1. **Call to Order**
2. **Agenda Approval**
3. **Recognition of Visitors**
4. **Regular Business**
 - A. Approval of Minutes
 - B. Consent Agenda
 - C. Approval of Accounts Payable / Payroll / Transfers
5. **Informational Items**
 - A. High School Principal Report
 - B. Elementary Principal Report
 - C. Buildings and Grounds Department / Activities Program Report
 - D. Full Service Community Schools Program Report
 - E. Anishinaabe Education Coordinator Report
 - F. Boys and Girls Club / Community Education Program Report
 - G. S.T.E.P. Coalition Program Report
 - H. School Based Health Center Program Manager Report (SBHC)
 - I. Board Member Committee Reports
 - J. Superintendent's Report
 - K. Student Enrollment Data
6. **Action Items**
 - A. Approval of 2025-2026 Meal Prices Updated
 - B. Approve Resolution Establishing an Absentee Ballot Board
 - C. Approval of Letters for Referendum
 - D. Approve Resolution Appointing Election Judges for the November 4th, 2025 Special Election
 - E. Accept First Reading and Approve the following policies with statutory reference changes in one reading in accordance with Policy 208 development, adoption, and implementation of policies.
 - F. Certify Proposed 2025 Pay 2026 Levy
 - G. Approval of Agreement for Cooperative Sponsorship of B/G Track and Cross Country Northland ISD #118 and Hill City ISD #002
 - H. Recommend Approval for DREA contract July 1, 2025 - June 30, 2027
 - I. Recommend Approval for AFSCME contract July 1, 2025 - June 30, 2027
7. **Future Meetings**
8. **Adjournment**



KING LEARNING CENTER

VOTE YES ISD #317

ENGAGED COMMUNITY



Members of our communities—from Deer River proper to Zemple, Ball Club, Inger, S. Lake, Talmoon, Bowstring, Max, Deer Moose Lake region, and everyone in between—have an important decision to make in November. We're joining together as a team, spreading the message that our schools are worth investing in.



MISSION

Together, we can ensure our schools continue to be the heart of our community—places where every child thrives, every dollar is valued, and every vote counts toward our shared future.

TIMELINE



Throughout the coming months, we'll energize every community with dynamic informational sessions, grassroots phone-a-thons, targeted mailings, and consistent updates that keep everyone connected to our cause.

EVENTS

Get ready to join the momentum! We're kicking off with an information session on September 10th at 6 PM at the King School Media Center, rallying together at a tailgate during the September 19th Warriors football game, firing up support at an October Warriors volleyball tailgate, and launching even more exciting events to be announced soon.



IMPACT

When we vote YES, we're not just funding schools—we're fueling dreams, empowering potential, and investing in the next generation of leaders who will shape our communities for decades to come.



CONTACT INFORMATION

Our passionate leaders are standing by and absolutely thrilled to welcome you aboard:

- Charlie Box, Deanna Hron, Susie Loeffler, Lael Storlie
- voteyes317@gmail.com

Don't wait—reach out today! We're energized, excited, and ready to channel that enthusiasm into victory for our students and schools!





DEER RIVER HIGH SCHOOL

101 First Avenue NE
PO Box 307
Deer River, MN 56636
Home of the Warriors

KING ELEMENTARY SCHOOL

504 5th St. SE
PO Box 307
Deer River, MN 56636
King Pride

Deer River Public Schools Board of Education

Guest Record

September 8th, 2025

<u>Name</u>	<u>District Resident or Property Owner?</u>	<u>Request to Address Board?</u>

1. Charlie Box	Voted yes	DREA to speak

2.		

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10.		

Regular Business Meeting
Monday, August 11, 2025 6:00 PM Central

Deer River High School Media Center
101 1st Avenue
Deer River, MN 56636

Kyle Fairbanks: Absent
George Goggeley: Present
Lloyd Kongsjord: Present
LuAnn Robinson: Present
Pam Thompson: Present
Jon White: Present
Present: 5, Absent: 1.

1. Call to Order

Guests: Jennifer Drotts, Jen Stefan, Ara Anderson, Crystal Purdie

2. Agenda Approval

Motion to approve agenda. This motion, made by George Goggeley and seconded by Jon White, Carried.

Kyle Fairbanks: Absent, George Goggeley: Yea, Lloyd Kongsjord: Yea, LuAnn Robinson: Yea, Pam Thompson: Yea, Jon White: Yea
Yea: 5, Nay: 0, Absent: 1

3. Recognition of Visitors

4. Regular Business

4.A. Approval of Minutes

Motion to approve regular meeting minutes July 14 2025. This motion, made by Pam Thompson and seconded by LuAnn Robinson, Carried.

Kyle Fairbanks: Absent, George Goggeley: Yea, Lloyd Kongsjord: Yea, LuAnn Robinson: Yea, Pam Thompson: Yea, Jon White: Yea
Yea: 5, Nay: 0, Absent: 1

4.B. Consent Agenda

Motion to approve consent agenda. This motion, made by Jon White and seconded by George Goggeley, Carried.

Kyle Fairbanks: Absent, George Goggeley: Yea, Lloyd Kongsjord: Yea, LuAnn Robinson: Yea, Pam Thompson: Yea, Jon White: Yea
Yea: 5, Nay: 0, Absent: 1

4.C. Approval of Accounts Payable / Payroll / Transfers

Motion to approve accounts payable, payroll, transfers. This motion, made by Pam Thompson and seconded by LuAnn Robinson, Carried.

Kyle Fairbanks: Absent, George Goggeley: Yea, Lloyd Kongsjord: Yea, LuAnn Robinson: Yea, Pam Thompson: Yea, Jon White: Yea
Yea: 5, Nay: 0, Absent: 1

5. Informational Items

5.A. High School Principal Report

5.B. Elementary Principal Report

Jen Stefan - Recognizes Tom Anderson, custodian at King Elementary, is retiring.

5.C. Building and Grounds Dept / Activities Program Report

5.D. Full Service Community Schools Board Report

5.E. Anishinaabe Education Coordinator Report

5.F. Boys and Girls Club / Community Education Program Report

5.G. S.T.E.P. Coalition Program Report

5.H. School Based Health Center Program Manager Report (SBHC)

5.I. Board Member of Committee Report

Board Chair - Tentative agreement with DREA.

AFSCME - Tentative agreement did pass and will be on the September board meeting.

5.J. Superintendent's Report

More information will be sent out regarding the referendum when school starts to get information out to the community.

Launch media will be looking at different platforms to communicate.

Facebook, mailers, and email were preferred methods of communication from the survey results.

5.K. Student Enrollment Data

6. Action Items

6.A. Approval of 2025-2026 Student and Staff Handbooks for High School

Motion to approve 25-26 Student and Staff Handbooks for high school. This motion, made by LuAnn Robinson and seconded by Jon White, Carried.

Kyle Fairbanks: Absent, George Goggleye: Yea, Lloyd Kongsjord: Yea, LuAnn Robinson: Yea, Pam Thompson: Yea, Jon White: Yea

Yea: 5, Nay: 0, Absent: 1

6.B. Approval of 2025-2026 Student and Staff Handbooks for King Elementary

Motion to approve Elementary Student and Staff Handbooks 25-26. This motion, made by LuAnn Robinson and seconded by Jon White, Carried.

Kyle Fairbanks: Absent, George Goggleye: Yea, Lloyd Kongsjord: Yea, LuAnn Robinson: Yea, Pam Thompson: Yea, Jon White: Yea

Yea: 5, Nay: 0, Absent: 1

6.C. School Liaison Agreement 25-26/26-27 two-year contract

Motion to approve School Liaison agreement 25-27. This motion, made by George Goggleye and seconded by LuAnn Robinson, Carried.

Kyle Fairbanks: Absent, George Goggleye: Yea, Lloyd Kongsjord: Yea, LuAnn Robinson: Yea, Pam Thompson: Yea, Jon White: Yea

Yea: 5, Nay: 0, Absent: 1

6.D. Woodland Line of Credit Agreement

Motion to approve the Woodland line of credit agreement. This motion, made by George Goggleye and seconded by Jon White, Carried.

Kyle Fairbanks: Absent, George Goggleye: Yea, Lloyd Kongsjord: Yea, LuAnn Robinson: Yea, Pam Thompson: Yea, Jon White: Yea
Yea: 5, Nay: 0, Absent: 1

6.E. Approval of 2025-2026 Meal Prices

Motion to approve 2025-2026 Meal Prices. This motion, made by Jon White and seconded by LuAnn Robinson, Carried.

Kyle Fairbanks: Absent, George Goggleye: Yea, Lloyd Kongsjord: Yea, LuAnn Robinson: Yea, Pam Thompson: Yea, Jon White: Yea
Yea: 5, Nay: 0, Absent: 1

6.F. Approval of Revised Policy 704 Maintenance of an Inventory of Fixed Assets and a Fixed Asset Accounting System

Motion to approve Revised Policy 704 Maintenance of an Inventory of Fixed Assets and a Fixed Asset Accounting System. This motion, made by Jon White and seconded by LuAnn Robinson, Carried.

Kyle Fairbanks: Absent, George Goggleye: Yea, Lloyd Kongsjord: Yea, LuAnn Robinson: Yea, Pam Thompson: Yea, Jon White: Yea
Yea: 5, Nay: 0, Absent: 1

6.G. Approval of Purchase of Professional Services Agreement for Psychologist FY26 Revised

Motion to approve Purchase of Professional Services Agreement for Psychologist FY26 Revised. This motion, made by George Goggleye and seconded by Jon White, Carried.

Kyle Fairbanks: Absent, George Goggleye: Yea, Lloyd Kongsjord: Yea, LuAnn Robinson: Yea, Pam Thompson: Yea, Jon White: Yea
Yea: 5, Nay: 0, Absent: 1

6.H. Approval of Truth in Taxation Meeting Date, Time, and Location

Motion to approve Truth in Taxation Meeting Date, Time, and Location. This motion, made by LuAnn Robinson and seconded by George Goggleye, Carried.

Kyle Fairbanks: Absent, George Goggleye: Yea, Lloyd Kongsjord: Yea, LuAnn Robinson: Yea, Pam Thompson: Yea, Jon White: Yea
Yea: 5, Nay: 0, Absent: 1

6.I. Approval of Commercial Lease with Kootasca Community Action, Inc. FY26

Motion to approve Kootasca Community Action Inc commercial lease FY26. This motion, made by George Goggleye and seconded by LuAnn Robinson, Carried.

Kyle Fairbanks: Absent, George Goggleye: Yea, Lloyd Kongsjord: Yea, LuAnn Robinson: Yea, Pam Thompson: Yea, Jon White: Yea
Yea: 5, Nay: 0, Absent: 1

7. Future Meetings

8. Adjournment

Motion to adjourn Jon White, second George Goggleye

Consent Agenda

September 8, 2025

*~Any Board Member may request that any item be removed from this consent agenda
and moved to a regular agenda item~*

- Appointments
 - Camryn Collins, Speech Language Pathologist, effective September 22, 2025
 - Seth Fairbanks, part time Custodial position
 - Julie Jurvelin, High School Paraprofessional, effective September 2, 2025
 - Kenzie Larson, part time High School Paraprofessional, effective September 2, 2025
 - Kristy Moore, Alternative Learning Program (ALP) Secretary, effective 2025-2026 school year
 - Tia Schultz, part time High School Paraprofessional, effective September 2, 2025
 - Jesse Whittaker, King Paraprofessional, effective September 9, 2025
 - Junior Class Advisors:
 - Tammy Albrecht .5 FTE
 - Carrie Johnson .5 FTE
- Resignations/Retirements/Terminations/Layoffs:
 - Patience Long, King Paraprofessional, effective August 14, 2025
 - Taylor Nelson, King Paraprofessional, effective August 14, 2025
 - Sarah Umlauf, ADSIS Behavioral Interventionist, effective August 24, 2025
- Leaves:
 - Sam Rendle, leave effective approximately February 17, 2026-March 27, 2026
 - Jen Storm, leave effective approximately September 30, 2025-November 12, 2025 and January 5, 2026-February 17, 2026
- Contracts:
 - Brandon Baker, Community Education After School Assistant, July 1, 2025-June 30, 2026
 - Jennifer Drotts, Business Manager, July 1, 2025-June 30, 2027
 - Karla Foix, Anishinaabe Education Tutor, September 1, 2025-August 31, 2027
 - Deanna Hron, Full Service Community Schools King Coordinator/Manager, October 1, 2025-June 30, 2026

- Bryce Lyytinen, District Building Systems and Maintenance Technician, July 1, 2025-June 30, 2027
- Susan Nelson, School Based Health Center Project Manager, July 1, 2025-June 30, 2026
- Sherwin Obey, Anishinaabe Education Tutor, September 1, 2025-August 31, 2027
- Annie Parks, Community Education After School Assistant, July 1, 2025-June 30, 2026
- Patricia Schimek, MARSS Coordinator/Office Assistant, July 1, 2025-June 30, 2027
- Kole Schultz, Full Service Community Schools High School Coordinator, October 1, 2025-June 30, 2026

Camryn Collins

Pat Rendle <prendle@isd317.org>
To: Amie Hanson <ahanson@isd317.org>

Thu, Aug 21, 2025 at 12:44 PM

A committee made up of Jen Stafens, Justin Sunquist and Amie Hanson held an interview and recommended the hiring of Camryn Collins as a Speech Language Pathologist.

Camryn worked in our district last year as an employee of Essentia.

Pat Rendle

Consent

1 message

Brent Schimek <bschimek@isd317.org>

Thu, Sep 4, 2025 at 5:30 AM

To: Amie Hanson <ahanson@isd317.org>, Patty Schimek <pschimek@isd317.org>

B/G would like
To recommend Seth Fairbanks for a part time custodial position

Please keep full
Time custodial position posted.

Also post for a JH bbb position Ty Morrison will not be coaching this year

Please post for a One Act Play director

Brent Schimek
Activities Director
Head Football
Deer River High School
218.246.3410

Deer River High School
101 First Avenue NE
PO Box 307
Deer River, MN 56636
"Home of the Warriors"



King Elementary School
504 5th St. SE
PO Box 307
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"King Pride"

Memorandum

To: Deer River School Board
CC: Amie Hanson
From: Ara Anderson
Date: 8/21/25
Re: Recommendation for Hire: DCD Paraprofessional

On 8/19/2025, an interview committee consisting of Emilie Duffney and I interviewed two candidates for a DCD Paraprofessional position available at Deer River Schools for the 2025-26 school year. After discussing the strengths and qualities of the candidates at length with the committee, I would like to recommend Julie Jurvelin for the position.

Ara Anderson

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Memorandum

To: Deer River School Board
CC: Amie Hanson
From: Ara Anderson
Date: 8/21/25
Re: Recommendation for Hire: DCD Paraprofessional ½ time

On 8/19/2025, an interview committee consisting of Emilie Duffney and I interviewed two candidates for a DCD Paraprofessional position available at Deer River Schools for the 2025-26 school year. After discussing the strengths and qualities of the candidates at length with the committee, I would like to recommend Kenzie Larson for a half-time position.

Ara Anderson

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Memorandum

To: Deer River School Board
CC: Amie Hanson
From: Ara Anderson
Date: 9/1/25
Re: Recommendation for Hire: Alternative Learning Program (ALP) Secretary

On 8/25/2025, an interview committee consisting of Emilie Duffney and I interviewed two candidates for the Alternative Learning Program (ALP) Secretary position available at Deer River Schools for the 2025-26 school year. After discussing the strengths and qualities of the candidates at length with the committee, I would like to recommend Kristy Moore for the position.

Ara Anderson

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Memorandum

To: Deer River School Board
CC: Amie Hanson
From: Ara Anderson
Date: 9/4/25
Re: Recommendation for Hire: DCD Paraprofessional part-time

On 9/02/2025, I interviewed a candidate for a DCD Paraprofessional position available at Deer River Schools for the 2025-26 school year. After discussing the strengths and qualities of the candidates at length with the committee, I would like to recommend Tia Schultz for a part-time position.

Ara Anderson

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"King Pride"

Dedicated to develop lifelong learners prepared to succeed in an ever-changing world

Memorandum

To: Deer River School Board

CC: Amie Hanson

From: Jennifer Stefan

Date: August 19, 2025

Re: Recommendation for Paraprofessional Hire

On August 18, 2025, a team interviewed candidates for an open paraprofessional position available at King Elementary for the 2025-2026 school year. After discussing the strengths and qualities of the candidate at length, I would like to recommend Jesse Whittaker for a paraprofessional position.



District Office
101 1st Avenue NE; P.O. BOX 307 ♦ Deer River, MN 56636 ♦ 218.246.2420 ♦
218.246.8948 (Fax)



Amie Hanson <ahanson@isd317.org>

Consent Agenda

1 message

Brent Schimek <bschimek@isd317.org>

Wed, Sep 3, 2025 at 1:08 PM

To: Patty Schimek <pschimek@isd317.org>, Amie Hanson <ahanson@isd317.org>

Activity Office recommends hiring Carrie Johnson tammy Albrecht 50/50 Jr Class Advisor

--

Brent Schimek
Activities Director
Head Football
Deer River High School
218.246.3410

Fwd: School Year

1 message

Jennifer Stefan <jstefan@isd317.org>
To: Amie Hanson <ahanson@isd317.org>

Thu, Aug 14, 2025 at 9:57 AM

----- Forwarded message -----

From: **Patience Hager** <phager@isd317.org>
Date: Thu, Aug 14, 2025 at 9:46 AM
Subject: Re: School Year
To: Jennifer Stefan <jstefan@isd317.org>

Yes, I will do that. Thank you so much it's been an absolute pleasure working here!

Mrs. Stefan,

I hope this letter finds you well. I am writing to formally resign from my position as a paraprofessional at Deer River King School, effective August 28, 2025.

I want to sincerely thank you and the entire staff for the opportunity to work in this role, especially for accommodating the partial day schedule. After careful consideration, I have decided to step down to focus on being a stay-at-home mom.

While I am ending my current position, I would be happy to assist as a substitute paraprofessional on an as-needed basis if any opportunities arise.

Thank you again for your support and understanding. I truly appreciate everything and wish the school continued success.

Sincerely,

Patience

On Thu, Aug 14, 2025 at 8:04 AM Jennifer Stefan <jstefan@isd317.org> wrote:

Would you be able to send me a brief email as you letter of resignation today? Thank you!

I have loved working with you and if you ever want to come back to work at King please reach out. We are excited to have you as a sub.

On Mon, Aug 11, 2025 at 12:18 PM Jennifer Stefan <jstefan@isd317.org> wrote:

Thank you for letting me know. I will let Amie Hanson know you would be interested in subbing.

On Mon, Aug 11, 2025 at 9:20 AM Patience Hager <phager@isd317.org> wrote:

I wanted to reach out to express my continued interest in supporting as a substitute paraprofessional. Due to challenges with childcare availability, I am no longer able to commit to the partial day schedule, but I would be

happy to pick up substitute shifts on an as-needed basis whenever there is a need for coverage.

If this is a opportunity I would be more than happy to explore the process.

I truly enjoy working at the school and would love to remain involved in any capacity as a substitute paraprofessional if opportunities arise.

Thank you for your understanding and support. I look forward to staying connected with the school.

Best regards,

Patience Long

On Fri, Aug 8, 2025 at 12:27 PM Jennifer Stefan <jstefan@isd317.org> wrote:

We get to set the times. In a perfect world what times would you select? Kristy is coming in on Monday to help me with some interviews. She and I can talk about her schedule too.

On Thu, Aug 7, 2025 at 3:50 PM Patience Hager <phager@isd317.org> wrote:

Thank you, I would love to know more about the times available for the shortened days.

On Tue, Aug 5, 2025 at 12:36 PM Jennifer Stefan <jstefan@isd317.org> wrote:

Patience,

I was able to talk to Mr. Rendle and Amie Hanson about a partial day for you this school year. We would love to have you back and are happy to work with you on a shorter day.

Let me know your thoughts and we can work Kristy into the conversation to select the times.

Thank you,

Jen

--

Jennifer Stefan
King Elementary Principal
500 Southeast 5th Street
Deer River, MN 56636

246-8860 ext. 60401

jstefan@isd317.org



Fwd: Resignation

1 message

Jennifer Stefan <jstefan@isd317.org>
To: Amie Hanson <ahanson@isd317.org>

Thu, Aug 14, 2025 at 9:58 AM

----- Forwarded message -----

From: **Taylor Nelson** <taylor.nelson017@gmail.com>
Date: Thu, Aug 14, 2025 at 9:51 AM
Subject: Re: Resignation
To: Jennifer Stefan <jstefan@isd317.org>

Good morning,

I will not be returning to King Elementary this school year 25-26. Thank you for the opportunity to be a part of the King Team.

Taylor Nelson

On Thu, Aug 14, 2025 at 9:33 AM Jennifer Stefan <jstefan@isd317.org> wrote:

Good morning,

Would you please share with me a brief email as your letter of resignation. We need this to move on with any new hires.

Thank you,

Jen

--

Jennifer Stefan
King Elementary Principal
500 Southeast 5th Street
Deer River, MN 56636

246-8860 ext. 60401

jstefan@isd317.org



--

Jennifer Stefan

Fwd: Resignation

Pat Rendle <prendle@isd317.org>
To: Amie Hanson <ahanson@isd317.org>

Mon, Aug 25, 2025 at 11:42 AM

Here is her resignation.

Pat

----- Forwarded message -----

From: **Sarah Umlauf** <sumlauf@isd317.org>
Date: Sun, Aug 24, 2025 at 10:11 AM
Subject: Resignation
To: Jennifer Stefan <jstefan@isd317.org>, Pat Rendle <prendle@isd317.org>

Dear Mr. Rendle,

Please accept this letter as my formal resignation from my position as ADSIS Behavioral Interventionist at King Elementary, effective immediately.

I am truly grateful for the opportunity to be part of ISD 317. Working with the students and families in this community has been an honor, and I have greatly valued the relationships and experiences I've gained here.

This decision was not made lightly but is in the best interest for my family. Thank you for your support and understanding.

Sincerely,

Sarah Umlauf

--

Sarah Umlauf
ADSIIS Behavior Interventionist & PBIS Coach
500 Southeast 5th Street
Deer River, MN 56636

(218) 246-8860 ext. 60408

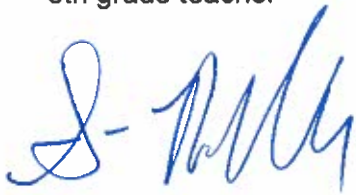
sumlauf@isd317.org

Deer River School Board,

I am writing to you with the hopes to receive your approval for a leave of absence for the birth of my first child. I am asking for the approximate dates off from **February 17th, 2026 through March 27th, 2026** barring any unforeseen situations that may come up. Thank you for all you do for Deer River schools, teachers, and students.

Sincerely,

Samuel Rendle
6th grade teacher

A handwritten signature in blue ink, appearing to read 'S. Rendle', is written below the typed name.

To: ISD #317 School Board,

This letter is to inform you that I am expecting a child and I wish to take maternity leave in the fall/winter of 2025-2026.

My due date is 10/4/25. I would like to take 6 weeks of FMLA leave off when my baby is due with my expected last day being around 9/30/25. After 6 weeks, I would like to return to work around 11/12/25 and work through December.

Starting 1/5/26, I would like to take the remaining 6 weeks of FMLA leave with an expected return date of 2/17/26.

Please let me know if any additional information is needed. I appreciate you considering this plan that will be in the best interest of my health, baby's health, and our family.

Thank you for allowing me this time to bond with and care for my new child.

Jen Storm
Special Education Teacher
ISD #317, King Elementary

AGREEMENT

Between

INDEPENDENT SCHOOL DISTRICT #317
and
COMMUNITY EDUCATION AFTER SCHOOL ASSISTANT

July 1, 2025 – June 30, 2026

The School Board of Independent School District #317, Deer River, Minnesota, enters into this Agreement with **BRANDON BAKER (Employee)**, who agrees to perform the duties of Community Education After School Assistant in the public schools of the district.

The following provisions shall apply and are part of this contract.

ARTICLE I **Basic Services**

Employee shall faithfully perform the services prescribed by the School Board, Superintendent, and his or her designee whether or not such services are specifically described in this contract or in a general job description; abide by the rules, regulation and policies as established by the School Board and Board of Education; and any additions or amendments thereto, for the annual salary indicated below, and all federal and state laws relevant thereto.

ARTICLE II **Duration**

Duration: This contract is for a term beginning July 1, 2025, and ending on June 30, 2026, and shall be for 2 hours after school on student days and summer.

Mutual Consent: This Contract may be terminated at any time by the parties expressed in written form.

The School District shall have the absolute right to impose discipline on employee for cause. Said discipline may include suspension without pay, demotion, or termination.

ARTICLE III **Basic Rate of Pay**

Employee shall be paid an annual \$20.74 an hour to be paid off from the district's timekeeping system.

ARTICLE IV
Signatures

IN WITNESS THEREOF, I have subscribed my signature on _____ (date)

Brandon Baker
Employee

IN WITNESS THEREOF, we have subscribed our signatures on _____ (date)

Chairperson, ISD 317 Board of Directors

Clerk, ISD 317 Board of Directors

AGREEMENT

Between

INDEPENDENT SCHOOL DISTRICT #317

and

BUSINESS MANAGER

July 1, 2025– June 30, 2027

The School Board of Independent School District #317, Deer River, Minnesota enters into this Agreement with **Jennifer Drotts**, who agrees to perform the duties of **Business Manager** in the public schools of the district beginning July 1, 2025 and ending June 30, 2027.

The following provisions shall apply and are part of this contract:

I. Basic Services

Said Business Manager shall faithfully perform the services prescribed by the School Board and the Superintendent whether or not such services are specifically described in this contract or in a general job description, abide by the rules, regulations and policies as established by the School Board and Board of Education, and any additions or amendments thereto, for the annual salary indicated below, and all federal and state laws relevant thereto.

II. Duration

This contract shall remain in full force and effect, except if modified by mutual consent of the School Board and the Business Manager or unless terminated as provided by law or written resignation. Salary and fringe benefit provisions shall apply for the period of July 1, 2025 through June 30, 2027.

III. Duty Year and Leave

- 1. Basic Work Year.** The Business Manager's work year shall be for the entire year as provided herein and the Business Manager shall perform services on those legal holidays on which the School District is authorized to conduct school if the School Board so determines.
- 2. Vacation.** The Business Manager shall earn annual paid vacation of twenty-five (25) working days. Unused vacation must be taken within twelve months after the current contract year in which it is earned.
- 3. Holidays.** The Business Manager shall be entitled to thirteen (13) paid holidays each contract year as designated by the School Board.

4. **Sick leave.** The Business Manager shall earn sick leave at a rate of twelve (12) days for each working year, which may be accumulated to a maximum of 140 days.

5. **Emergency leave.** The Business Manager may be granted emergency leave during the contract year at the discretion of the Superintendent and the School Board.

6. **Bereavement leave.** In the event of a death in the immediate family, up to four (4) days of sick leave may be used for bereavement. For the purposes of this section, “immediate family” is defined as a spouse; the employee’s or spouse’s child, parent, step-child, brother or sister, grandparents or grandchildren; or the son-in-law or daughter-in-law of the employee. Two (2) days bereavement leave will be granted in the event of a death of an extended family member. One (1) day bereavement leave will be granted in the event of a non-family member. Bereavement leave will be deducted from sick leave. Vacation days may be used in addition to bereavement leave specified herein.

IV. Insurance

1. **Hospital and Medical Insurance.** Hospital and Medical Insurance. Insurance benefits shall be those provided under the existing group insurance policies for the amounts listed below:

a. Single \$1,007 for FY26 and FY27. The Business Manager may decide how much of the district's contribution will be applied to the monthly premium and how much will be applied to the health reimbursement account.

b. Family \$2,113 for FY26 and FY27. The Business Manager may decide how much of the district's contribution will be applied to the monthly premium and how much will be applied to the health reimbursement account.

2. **Dental Insurance.** The School District shall provide up to \$70.00 per month dental coverage for FY26 and FY27 for the Business Manager and dependents.

3. **Life Insurance.** The School District shall provide up to \$110.00 annually toward life insurance.

4. **Long-term Disability.** The School District shall provide full payment for the group Long-term Disability Income Plan.

5. **Liability Insurance.** The School District shall provide an errors and omissions liability insurance policy covering the Business Manager in the amount of the present policy.

V. Other Benefits

1. **Tax Sheltered Annuities.**

a. The Business Manager will be eligible to participate in a tax-sheltered annuity plan established pursuant to the United States Public Law 87.370, M.S. 123.35, Subd. 12, and the School District policy.

- b. Independent School District #317 will contribute annually an amount equal to the amount contributed by the eligible employee to the 403b plan not to exceed \$3,000 in FY26 and FY27.
- 2. Car Expenses.** The Business Manager will be provided with a school vehicle at School District expense or be compensated for authorized use of his/her private vehicle, according to district policy while on school business.
- 3. Conferences and Meetings.** The School District shall pay all legally valid expenses and fees for attendance at professional conferences and meetings with other educational agencies when attendance thereof is required, directed or permitted by the School Board or Superintendent.
- 4. In-District Meetings.** At the request of the School Board or Superintendent, the Business Manager may be required to attend one (1) Board meeting per month.

VI. Business Manager Salary

The Business Manager shall be paid an annual contract salary of: \$100,818.00 for FY26 and \$101,826.00 for FY27 in 24 equal installments during each year of this contract.

The Business Manager shall perform the services prescribed by the School Board and Superintendent whether or not such services are specifically described in this contract.

V. Longevity

The Business Manager shall receive longevity pay as follows:

Years 6-10: \$2,000.00

Years 11-15: \$3,000.00

Years 16 and beyond: \$4,000.00

IN WITNESS THEREOF, I have subscribed by signature on _____ (date).

Jennifer Drotts, Business Manager

IN WITNESS THEREOF, we have subscribed our signatures on _____ (date).

School Board Chairperson

School Board Clerk

AGREEMENT

between

INDEPENDENT SCHOOL DISTRICT #317

and

ANISHINAABE EDUCATION TUTOR

July 1, 2025– June 30, 2027

The School Board of Independent School District #317, Deer River, Minnesota enters into this agreement with **Karla Foix** who agrees to provide services as an **ANISHINAABE EDUCATION TUTOR** in the public schools for the 2025-2026 and 2026-2027 school years.

The following provisions shall apply and are a part of this contract:

I. Basic Services

Said ANISHINAABE EDUCATION TUTOR shall faithfully perform the services prescribed by the School Board or its designated representative, whether or not such services are specifically described in this contract or general job description, abide by the rules, regulations and policies as established by the School Board, the State Board of Education and the Federal rules and Regulations of the Success for the Future Program and any additions or amendments thereto, for the hourly rate indicated below, and agrees to provide services in the school of said district as assigned.

II. Duty Year

The duty year shall be 173 days (student days + 2 additional days). The ANISHINAABE EDUCATION TUTOR shall work 7 hours per day, Monday through Friday.

III. Leaves

1. *Sick leave:* The ANISHINAABE EDUCATION TUTOR shall earn one (1) day of sick leave per month of service accrued at the end of each month. Unused sick leave may accumulate to a maximum of 130 days. Use of sick leave must be reported on the Aesop absence reporting system.
2. *Personal leave:* The ANISHINAABE EDUCATION TUTOR may be granted three (3) days of personal leave per contract year by prior approval of the Superintendent if the ANISHINAABE EDUCATION TUTOR requires time off to attend to matters requiring his/her attention that cannot be taken care of outside the normal work day. Personal leave will be accrued to the

ANISHINAABE EDUCATION TUTOR at the start of the contract year. Use of personal leave must be reported on the Aesop absence reporting system.

IV. **Insurance**

1. *Health Insurance:* The School District will pay up to \$620.00 per month toward the monthly premium cost for single group health coverage (plus \$150.00 per month VEBA contribution), and \$1000.00 toward the monthly premium cost for family group health coverage (plus \$200.00 per month HSA/VEBA contribution).
2. *Dental Insurance:* The School District will pay \$60.00 per month toward the monthly premium cost for single or family group dental coverage.
3. *Life Insurance:* The School District will pay the premium, not to exceed \$125.00 per year, for \$50,000 term life insurance coverage under the existing group life insurance plan.
4. *Long-term Disability Insurance:* The School District will pay the premium for long-term disability insurance under the existing group insurance plan.

V. **Other Benefits**

1. **Tax-sheltered Annuities:**

Employee who are regularly employed and who have completed at least four (4) years of continuous service with Independent School District #317 shall be eligible to participate in a 403b matching contribution plan.

Independent School District #317 will contribute annually an amount equal to the amount contributed by the eligible employee to the 403b plan not to exceed the amounts show in the following formula:

3-5 years of service in ISD #317 = \$1,200.00

6-14 years of service in ISD #317 = \$1,500.00

15 or more years of service in ISD #317 = \$2,200.00

2. **Expenses:**

Expenses shall be paid according to School District policy when the ANISHINAABE EDUCATION TUTOR is required to attend meetings outside of the district.

VI. **Salary**

The salary for the 2025-2026 School Year shall be:
 $\$28.99 \times 7 \text{ hours per day} \times 173 \text{ days} = \$35,107.00$

The salary for the 2026-2027 School Year shall be:
 $\$29.43 \times 7 \text{ hours per day} \times 173 \text{ days} = \$35,640.00$

VII. Termination During the Term

This contract may be terminated during the term of this contract by either party by thirty (30) days written notice.

IN WITNESS THEREOF, I have subscribed my signature this on _____ (date)

Karla Foix
ANISHINAABE EDUCATION TUTOR

IN WITNESS THEREOF, on behalf of the School District, we have subscribed our
signatures on _____ (date).

Chairperson

Clerk

AGREEMENT

between

INDEPENDENT SCHOOL DISTRICT #317
and
FULL-SERVICE COMMUNITY SCHOOLS MANAGER

October 1, 2025 – June 30, 2026

ARTICLE I: PARTIES

The School Board of Independent School District No, 317, Deer River, Minnesota enters into this agreement with **Deanna Hron**, ("Employee") who agrees to perform the duties of **Full Service Community Schools (FSCS) King Coordinator/Manager** commencing on October 1, 2025 through June 30, 2026.

ARTICLE II: BASIC PROVISIONS

Section 1: Basic Service

The FSCS Elementary Coordinator/Manager shall faithfully perform the services prescribed by the District whether such services are specifically described in this contract or in a general job description and abide by the rules, regulations, and policies as established by the School Board and the Federal Rules and Regulations of the Full Service Community Schools Grant and any addition or amendments thereto, for the annual salary indicated below. The FSCS Manager reports to the Superintendent.

Section 2: Duty Year

The duty year shall be a twelve-month contract year as provided herein and the employee shall perform services on those legal holidays on which the District is authorized to conduct school if the Superintendent so determines. Employee shall be on duty during any emergency, natural or unnatural, unless excused by the Superintendent. Employee shall work 210 work days: 181 business days during the school year (to follow the district calendar), and 29 business days during the summer including immediately after the school year concludes and prior to the start of the school year. Summer work days will be established by the FSCS manager in consultation with the Superintendent and may include days missed during the school year.

Section 3: Mutual Consent

This Agreement may be terminated at any time by mutual agreement of the parties expressed in written form. The District shall have the absolute right to impose discipline on Employee for cause. Said discipline may include suspension without pay, demotion, or termination.

Section 4: Wage

Employee shall be a salaried employee and shall earn the following salary:

October 1, 2025 - June 30, 2026	\$81,767.00

Section 5: Renewal

The District or its designee shall notify the Full Service Community Schools Elementary Coordinator/Manager no later than 60 days prior to the expiration of this agreement regarding the District's intent and desire to renew the agreement.

ARTICLE III: BENEFITS

Section 1: Health, Hospitalization and Dental

Insurance benefits shall be those provided under the District's existing group insurance policies for the amounts listed below.

Health insurance

Single insurance: District shall contribute up to \$770.00 per month - \$150 to VEBA/HSA, \$620 towards premium.

Family insurance: District shall contribute up to \$1,200 per month \$200 to VEBA/HSA, \$1,000 towards premium.

Dental insurance

District shall contribute up to \$64.29 per month for dental insurance coverage.

Section 2: Life Insurance

The Board shall pay up to \$100.00 per year for the district group life insurance for \$50,000 term life insurance policy.

Section 3: Long Term Disability Insurance

The School District shall provide full payment for the group Long-Term Disability Income Plan.

Section 4: Tax Sheltered Annuities

Employees who are regularly employed and who have completed at least three (3) years of service with Independent School District #317 shall be eligible to participate in a 403b matching contribution plan. Independent School District #317 will contribute annually an amount equal to the amount contributed by the eligible employee to the 403b plan not to exceed the amounts shown in the following formula:

2-5 year of service in ISD #317 = \$1,200.00

6-14 years of service in ISD #317 = \$1,500.00

15 or more years of service in ISD #317 = \$2,200.00

Contribution Limits: The maximum career matching contribution by Independent School District #317 for any individual person shall be \$35,000.00.

Employees may also elect to contribute to a 403b retirement savings plan through pre-tax payroll deductions.

Section 5: Conferences and Meetings

The School District shall pay all legally valid expenses and fees for attendance at professional conferences and meetings with other educational agencies when attendance thereof is required, directed, or permitted by the Superintendent.

Section 6: Expenses

Employee will be reimbursed for legitimate expenses incurred while conducting school business or business conducted with the approval of the Superintendent. Said reimbursement shall be consistent with School District policy.

Section 7: Phone Stipend

Employee shall receive a cellular phone stipend in accordance with current District policy.

ARTICLE IV: LEAVES

Section 1: Vacation

Employee shall earn 10 vacation days per year. Unused vacation is not available for payout. There shall be no accumulation or carry over of vacation days.

Section 2: Holidays

Employee shall be entitled to Thirteen (13) paid holidays each contract year as follows: Independence Day, Labor Day, Thanksgiving Day, the Friday following Thanksgiving Day, Christmas Eve, Christmas Day, the day after Christmas, New Year's Day, President's Day, Good Friday, Easter Monday, Memorial Day and Juneteenth. Employee shall be given a floating holiday when Easter Monday falls on a day when school is in session.

Section 3: Sick Leave

Employee shall earn one (1) day per month, accumulated to 140 days maximum. Unused sick leave is not available for payout. The employee shall have immediate access to all twelve (12) days as needed during the year.

Section 4: Bereavement Leave

In the event of a death in the immediate family, up to four (4) days of sick leave may be used for bereavement. For the purposes of this section, immediate family is defined as spouse, the employee's or spouse's child, parent, step-child, brother or sister, grandparents or grandchildren, or the daughter-in-law or son-in-law of the employee. Two (2) days bereavement leave will be granted in the event of a death of an extended family member. One (1) day bereavement leave will be granted in the event of a non-family member death. Bereavement leave will be deducted from sick leave. Vacation days may be used in addition to bereavement leave specified herein.

This Contract shall be effective only upon the signature of the officers of the School Board after authorization for such signature was given by appropriate action of the School Board and recorded in its minutes.

In witness thereof, I have subscribed by signature on _____ (date).

Deanna Hron, Employee

In witness thereof, I have subscribed by signature on _____ (date).

School Board

School Board

AGREEMENT

Between

INDEPENDENT SCHOOL DISTRICT #317

and

District Building Systems and Maintenance Technician

July 1, 2025 - June 30, 2027

The School Board of Independent School District #317 Deer River, Minnesota enters into this Agreement with **Bryce Lyytinen**, who agrees to perform the duties of **District Building Systems and Maintenance Technician** in the public schools of the district commencing July 1, 2025, and ending June 30th, 2027.

The Following provisions shall apply and are a part of this contract:

Basic Service:

District Building Systems and Maintenance Technician shall faithfully perform the services prescribed by the School Board whether or not such services are specifically described in this contract or in general job description, including on call duties 24 hours per day/seven days per week, coverage of all duties for the daytime custodians if they are unavailable and all other duties as assigned by the Facility and Grounds director. The **District Building Systems and Maintenance Technician** will abide by the rules and regulations and policies as established by the State Board of Education, and any additions or amendments thereto, for the annual salary indicated below.

Duty Year:

Duty year: The duty year shall be a twelve month contract as provided herein and the employee shall perform services on those legal holidays on which the School District is authorized to conduct school if the Superintendent so determines. Employee shall be on duty during any emergency, natural or unnatural, unless excused by the Building and Grounds Director.

Mutual Consent: This contract may be terminated at any time by the parties expressed in written form with two weeks advance notice.

The School District shall have the absolute right to impose discipline on employee for cause. Said discipline may include suspension without pay, demotion, or termination.

Leaves and Holidays: (all leave days are prorated based on the contract dates)

Sick leave: Twelve (12) sick leave days may be earned for one contract year. Unused sick leave may accumulate to a maximum credit of 140 days (prorated based on start date). One sick day per month shall be accrued.

Vacation: The District Building Systems and Maintenance Technician shall earn annual paid vacation of twenty (20) working days. Unused vacation must be taken within twelve months after the current contract year in which it is earned.

Holidays: Employee shall be entitled to thirteen (13) paid holidays each contract year as follows: Juneteenth, Independent Day, Labor Day, Thanksgiving Day, the Friday following Thanksgiving Day, Christmas Eve, Christmas Day, the day after Christmas, New Year's Day, President's Day, Good Friday, Easter Monday, and Memorial Day.

Insurance:

1. *Health Insurance:*
Single insurance: \$620.00 per month and \$150.00 to HRA
Family insurance: \$1,300.00 per month and \$250.00 to HRA
2. *Dental Insurance:* The School District will pay up to \$62.00 per month for single or family coverage under the existing group dental plan.
3. *Life Insurance:* The School District will pay up to \$110.00 annually toward the premium for \$50,000 term life insurance under the existing group life insurance plan.
4. *Long-term Disability Insurance:* The School District will pay the premium for long-term disability under the existing group insurance plan.

Other Benefits

403b: Independent School District #317 will contribute annually an amount equal to the amount contributed by the eligible employee to the 403b plan not to exceed the amounts shown in the following formula:

2-5 year of service in ISD #317 = \$1,200.00
6-14 years of service in ISD #317 = \$1,500.00
15 or more years of service in ISD #317 = \$2,200.00

Expenses: Expenses shall be paid according to the district policy for the attendance of meetings.

Automobile: The School District shall compensate the employee at the IRS rate for the use of the employee's personal vehicle. This allowance does not preclude the employee from using district-owned vehicles.

Cell Phone: Employee shall be eligible to participate in the school district cell phone plan pursuant to School Board Policy.

Salary

The salary for FY26 and FY27 shall be \$67,891.00.

Longevity.

The District Building Systems and Maintenance Technician shall receive longevity pay as follows:

Years 6-10: \$2,000.00

Years 11-15: \$3,000.00

Years 16 and beyond: \$4,000.00

IN WITNESS THEREOF, I have subscribed my signature on _____ (date).

Bryce Lyytinen

DISTRICT BUILDING SYSTEMS AND MAINTENANCE TECHNICIAN

IN WITNESS THEREOF, we have subscribed our signatures on _____ (date).

Chairperson of the School Board

Clerk of the School Board

AGREEMENT
between
INDEPENDENT SCHOOL DISTRICT #317
and
SCHOOL BASED HEALTH CENTER PROJECT MANAGER

July 1, 2025 - June 30, 2026

ARTICLE I: PARTIES

The School Board of Independent School District No, 317, Deer River, Minnesota enters into this agreement with **Susan Nelson**, ("Employee") who agrees to perform the duties of **School Based Health Center Project Manager** commencing on July 1, 2025 through June 30, 2026.

ARTICLE II: BASIC PROVISIONS

Section 1: Basic Service.

The School Based Health Center Project Manager shall faithfully perform the services prescribed by the District whether such services are specifically described in this contract or in a general job description and abide by the rules, regulations, and policies as established by the School Board and the Federal Rules and Regulations of the School Based Health Center Grant and any addition or amendments thereto, for the annual salary indicated below. The FSCS Manager reports to the Superintendent.

Section 2: Duty Year.

The duty year shall be a twelve-month contract year as provided herein and the employee shall perform services on those legal holidays on which the District is authorized to conduct school if the Superintendent so determines. Employee shall be on duty during any emergency, natural or unnatural, unless excused by the Superintendent. Employee shall work 260 work days.

Section 3: Mutual Consent.

This Agreement may be terminated at any time by mutual agreement of the parties expressed in written form. The District shall have the absolute right to impose discipline on Employee for cause. Said discipline may include suspension without pay, demotion, or termination.

Section 4: Wage.

Employee shall be a salaried employee and shall earn the following salary:

July 1, 2025 - June 30, 2026

\$66,560

Section 5: Renewal.

The District or its designee shall notify the School Based Health Center Project Manager no later than 60 days prior to the expiration of this agreement regarding the District's intent and desire to renew the agreement.

ARTICLE III: BENEFITS**Section 1: Health, Hospitalization and Dental.**

Insurance benefits shall be those provided under the District's existing group insurance policies for the amounts listed below.

Health insurance

Single insurance: District shall contribute up to \$770.00 per month - \$150 to VEBA/HSA, \$620 towards premium.

Family insurance: District shall contribute up to \$1,200 per month \$200 to VEBA/HSA, \$1,000 towards premium.

Dental insurance

District shall contribute up to \$64.29 per month for dental insurance coverage.

Section 2: Life Insurance.

The Board shall pay up to \$100.00 per year for the district group life insurance for \$50,000 term life insurance policy.

Section 3: Long Term Disability Insurance.

The School District shall provide full payment for the group Long-Term Disability Income Plan.

Section 5: Conferences and Meetings.

The School District shall pay all legally valid expenses and fees for attendance at professional conferences and meetings with other educational agencies when attendance thereof is required, directed, or permitted by the Superintendent.

Section 6: Expenses.

Employee will be reimbursed for legitimate expenses incurred while conducting school business or business conducted with the approval of the Superintendent. Said reimbursement shall be consistent with School District policy.

Section 7: Phone Stipend

Employee shall receive a cellular phone stipend in accordance with current District policy.

ARTICLE IV: LEAVES

Section 1: Vacation

Employee shall earn 20 vacation days per year. Unused vacation is not available for payout. There shall be no accumulation or carry over of vacation days.

Section 2: Holidays

Employee shall be entitled to Thirteen (13) paid holidays each contract year as follows: Independence Day, Labor Day, Thanksgiving Day, the Friday following Thanksgiving Day, Christmas Eve, Christmas Day, the day after Christmas, New Year's Day, President's Day, Good Friday, Easter Monday, Memorial Day and Juneteenth. Employee shall be given a floating holiday when Easter Monday falls on a day when school is in session.

Section 3: Sick Leave

Employee shall earn one (1) day per month. Unused sick leave is not available for payout. The employee shall have immediate access to all twelve (12) days as needed during the year.

Section 4: Bereavement Leave

In the event of a death in the immediate family, up to four (4) days of sick leave may be used for bereavement. For the purposes of this section, immediate family is defined as spouse, the employee's or spouse's child, parent, step-child, brother or sister, grandparents or grandchildren, or the daughter-in-law or son-in-law of the employee. Two (2) days bereavement leave will be granted in the event of a death of an extended family member. One (1) day bereavement leave will be granted in the event of a non-family member death. Bereavement leave will be deducted from sick leave. Vacation days may be used in addition to bereavement leave specified herein.

This Contract shall be effective only upon the signature of the officers of the School Board after authorization for such signature was given by appropriate action of the School Board and recorded in its minutes.

In witness thereof, I have subscribed by signature on _____ (date).

Susan Nelson, Employee

In witness thereof, I have subscribed by signature on _____ (date).

School Board

School Board

AGREEMENT

between

INDEPENDENT SCHOOL DISTRICT #317

and

ANISHINAABE EDUCATION TUTOR

July 1, 2025– June 30, 2027

The School Board of Independent School District #317, Deer River, Minnesota enters into this agreement with **Sherwin Obey** who agrees to provide services as an **ANISHINAABE EDUCATION TUTOR** in the public schools for the 2025-2026 and 2026-2027 school years.

The following provisions shall apply and are a part of this contract:

I. Basic Services

Said ANISHINAABE EDUCATION TUTOR shall faithfully perform the services prescribed by the School Board or its designated representative, whether or not such services are specifically described in this contract or general job description, abide by the rules, regulations and policies as established by the School Board, the State Board of Education and the Federal rules and Regulations of the Success for the Future Program and any additions or amendments thereto, for the hourly rate indicated below, and agrees to provide services in the school of said district as assigned.

II. Duty Year

The duty year shall be 173 days (student days + 2 additional days). The ANISHINAABE EDUCATION TUTOR shall work 7 hours per day, Monday through Friday.

III. Leaves

1. *Sick leave:* The ANISHINAABE EDUCATION TUTOR shall earn one (1) day of sick leave per month of service accrued at the end of each month. Unused sick leave may accumulate to a maximum of 130 days. Use of sick leave must be reported on the Aesop absence reporting system.
2. *Personal leave:* The ANISHINAABE EDUCATION TUTOR may be granted three (3) days of personal leave per contract year by prior approval of the Superintendent if the ANISHINAABE EDUCATION TUTOR requires time off to attend to matters requiring his/her attention that cannot be taken care of outside the normal work day. Personal leave will be accrued to the

ANISHINAABE EDUCATION TUTOR at the start of the contract year. Use of personal leave must be reported on the Aesop absence reporting system.

IV. **Insurance**

1. *Health Insurance:* The School District will pay up to \$620.00 per month toward the monthly premium cost for single group health coverage (plus \$150.00 per month VEBA contribution), and \$1000.00 toward the monthly premium cost for family group health coverage (plus \$200.00 per month HSA/VEBA contribution).
2. *Dental Insurance:* The School District will pay \$60.00 per month toward the monthly premium cost for single or family group dental coverage.
3. *Life Insurance:* The School District will pay the premium, not to exceed \$125.00 per year, for \$50,000 term life insurance coverage under the existing group life insurance plan.
4. *Long-term Disability Insurance:* The School District will pay the premium for long-term disability insurance under the existing group insurance plan.

V. **Other Benefits**

1. **Tax-sheltered Annuities:**

Employee who are regularly employed and who have completed at least four (4) years of continuous service with Independent School District #317 shall be eligible to participate in a 403b matching contribution plan.

Independent School District #317 will contribute annually an amount equal to the amount contributed by the eligible employee to the 403b plan not to exceed the amounts show in the following formula:

3-5 years of service in ISD #317 = \$1,200.00

6-14 years of service in ISD #317 = \$1,500.00

15 or more years of service in ISD #317 = \$2,200.00

2. **Expenses:**

Expenses shall be paid according to School District policy when the ANISHINAABE EDUCATION TUTOR is required to attend meetings outside of the district.

VI. **Salary**

The salary for the 2025-2026 School Year shall be:
 $\$34.69 \times 7 \text{ hours per day} \times 173 \text{ days} = \$42,010.00$

The salary for the 2026-2027 School Year shall be:
 $\$35.21 \times 7 \text{ hours per day} \times 173 \text{ days} = \$42,639.00$

The ANISHINAABE EDUCATION TUTOR shall be paid twice a month, in 24 equal installments.

VII. Termination During the Term

This contract may be terminated during the term of this contract by either party by thirty (30) days written notice.

IN WITNESS THEREOF, I have subscribed my signature this on _____ (date)

Sherwin Obey
ANISHINAABE EDUCATION TUTOR

IN WITNESS THEREOF, on behalf of the School District, we have subscribed our signatures on _____ (date).

Chairperson

Clerk

AGREEMENT

Between

INDEPENDENT SCHOOL DISTRICT #317
and
COMMUNITY EDUCATION AFTER SCHOOL ASSISTANT

July 1, 2025 – June 30, 2026

The School Board of Independent School District #317, Deer River, Minnesota, enters into this Agreement with **Annie Parks (Employee)**, who agrees to perform the duties of Community Education After School Assistant in the public schools of the district.

The following provisions shall apply and are part of this contract.

ARTICLE I **Basic Services**

Employee shall faithfully perform the services prescribed by the School Board, Superintendent, and his or her designee whether or not such services are specifically described in this contract or in a general job description; abide by the rules, regulation and policies as established by the School Board and Board of Education; and any additions or amendments thereto, for the annual salary indicated below, and all federal and state laws relevant thereto.

ARTICLE II **Duration**

Duration: This contract is for a term beginning July 1, 2025, and ending on June 30, 2026, and shall be for 2 hours after school on student days and summer.

Mutual Consent: This Contract may be terminated at any time by the parties expressed in written form.

The School District shall have the absolute right to impose discipline on employee for cause. Said discipline may include suspension without pay, demotion, or termination.

ARTICLE III **Basic Rate of Pay**

Employee shall be paid an annual \$18.01 an hour to be paid off from the district's timekeeping system.

ARTICLE IV
Signatures

IN WITNESS THEREOF, I have subscribed my signature on _____ (date)

Annie Parks
Employee

IN WITNESS THEREOF, we have subscribed our signatures on _____ (date)

Chairperson, ISD 317 Board of Directors

Clerk, ISD 317 Board of Directors

AGREEMENT

between

INDEPENDENT SCHOOL DISTRICT #317

and

MARSS Coordinator/Office Assistant

July 1, 2025– June 30, 2027

ARTICLE I: PARTIES

The School Board of Independent School District No. 317, Deer River, Minnesota enters into this agreement with **Patricia Schimek**, (“Employee”) who agrees to perform the duties of **MARSS Coordinator/Office Assistant** commencing on July 1, 2025 through June 30, 2027.

ARTICLE II: BASIC PROVISIONS

Section 1: Basic Service. The MARSS Coordinator/Office Assistant shall faithfully perform the services prescribed by the School Board whether such services are specifically described in this contract or in a general job description, and abide by the rules, regulations and policies as established by the School Board.

Section 2: Duty Year. The duty year shall be a twelve-month contract year as provided herein and the employee shall perform services on those legal holidays on which the School District is authorized to conduct school if the Superintendent so determines. Employee shall be on duty during any emergency, natural or unnatural, unless excused by the Superintendent.

Section 3: Mutual Consent. This Agreement may be terminated at any time by mutual agreement of the parties expressed in written form.

The School District shall have the absolute right to impose discipline on employee for cause. Said discipline may include suspension without pay, demotion, or termination.

Section 4: Vacation. Employee shall earn vacation as follows:
The **MARSS Coordinator/Office Assistant** shall earn annual paid vacation of twenty-five (25) working days. Unused vacation must be taken within twelve months after the current contract year in which it is earned.

Section 5: Holidays. Employee shall be entitled to thirteen (13) paid holidays each contract year as follows: Independence Day, Labor Day, Thanksgiving Day, the Friday following Thanksgiving Day, Christmas Eve, Christmas Day, the day after Christmas, New Year’s Day, President’s Day, Good Friday, Easter Monday, Memorial Day, and Juneteenth.

Employee shall be given a floating holiday when Easter Monday falls on a day when school is in session.

Section 6: Salary

FY26: \$59,533.00

FY27: \$60,724.00

ARTICLE III: BENEFITS

Section 1: Health, Hospitalization and Dental. Insurance benefits shall be those provided under the existing group insurance policies for the amounts listed below.

Health insurance:

Single insurance: up to \$770.00 per month (\$150.00 to HRA/\$620.00 towards premium)

Family insurance: up to \$1,200.00 per month (\$200.00 to HRA/\$1,000.00 towards premium)

Dental insurance:

Employee shall receive up to \$60.00 per month.

Section 2: Life Insurance. The Board shall pay up to \$125.00 per year for the district group life insurance for \$50,000 term life insurance policy.

Section 3: Long Term Disability Insurance. The School District shall provide full payment for the group Long-Term Disability Income Plan.

Section 4: Liability Insurance. The School District shall provide an errors and omissions liability insurance policy covering employees in the amount of the present policy.

Section 5: Tax Sheltered Annuities. Employees who are regularly employed and who have completed at least three (3) years of service with Independent School District #317 shall be eligible to participate in a 403b matching contribution plan.

Independent School District #317 will contribute annually an amount equal to the amount contributed by the eligible employee to the 403b plan not to exceed the amounts shown in the following formula:

3-5 year of service in ISD #317 =\$1,200.00

6-14 years of service in ISD #317 = \$1,500.00

15 or more years of service in ISD #317 = \$2,200.00

*Previous continued ISD #317 work years are to be applied.

Section 6: Conferences and Meetings. The School District shall pay all legally valid expenses and fees for attendance at professional conferences and meetings with other

educational agencies when attendance thereof is required, directed, or permitted by the Superintendent.

Section 7: Car Expenses. While on school business, employees will be provided with a school vehicle at School District expense or be compensated for authorized use of his/her private vehicle, according to district policy.

Section 8: Longevity. The MARSS Coordinator/Office Assistant shall receive longevity pay as follows:

Years 6-10: \$2,000.00
Years 11-15: \$3,000.00
Years 16 and beyond: \$4,000.00

ARTICLE IV: LEAVES

Section 1: Sick Leave. Employees shall earn one (1) day per month, accumulated to 140 days maximum.

Section 2: Bereavement Leave. In the event of a death in the immediate family, up to four (4) days of sick leave may be used for bereavement. For the purposes of this section, “immediate family” is defined as spouse; the employee’s or spouse’s child, parent, stepchild, brother or sister, grandparents or grandchildren; or the son-in-law or daughter-in-law of the employee. Two (2) days bereavement leave will be granted in the event of a death of an extended family member. One (1) day bereavement leave will be granted in the event of a non-family member. Bereavement leave will be deducted from sick leave. Vacation days may be used in addition to bereavement leave specified herein.

This contract shall be effective only upon signature of the officers of the School Board after authorization for such signature was given by appropriate action of the School Board and recorded in its minutes.

IN WITNESS THEREOF, I have subscribed by signature this date: _____

Patricia Schimek, MARSS Coordinator/Office Assistant

IN WITNESS THEREOF, I have subscribed by signature this date: _____

ISD #317 School Board

ISD #317 School Board

AGREEMENT

Between

INDEPENDENT SCHOOL DISTRICT #317
and
FULL-SERVICE COMMUNITY SCHOOLS HIGH SCHOOL COORDINATOR

October 1, 2025 – June 30, 2026

Article I: Parties

The School Board of Independent School District No. 317, Deer River Minnesota (“District”) enters into this agreement with **Kole Schultz** (“Employee”) who agrees to perform the duties of **Full Service Community Schools High School Coordinator** commencing on October 1, 2025 through June 30, 2026.

Article II: Basic Provisions

Section 1: Basic Service

The FSCS High School Coordinator shall faithfully perform the services prescribed by the District whether such services are specifically described in this contract or in a general job description and abide by the rules, regulations, and policies as established by the School Board and the Federal Rules and Regulations of the Full Service Community Schools Grant and any addition or amendments thereto, for the annual salary indicated below. The FSCS High School Coordinator reports to the FSCS Manager.

Section 2: Duty Year

The duty year shall be a twelve-month contract year as provided herein and the employee shall perform services on those legal holidays on which the District is authorized to conduct school if the Superintendent so determines. Employee shall be on duty during any emergency, natural or unnatural, unless excused by the Superintendent. Employee shall work 210 work days: 181 business days during the school year (to follow the district calendar), and 29 business days during the summer including immediately after the school year concludes and prior to the start of the school year. Summer work days will be established by the FSCS manager in consultation with the Superintendent and may include days missed during the school year.

Section 3: Mutual Consent

This Agreement may be terminated at any time by mutual agreement of the parties expressed in written form. The District shall have the absolute right to impose discipline on Employee for cause. Said discipline may include suspension without pay, demotion, or termination.

Section 4: Wage

Employee shall be a salaried employee and shall earn the following salary:

October 1, 2025 - June 30, 2026

\$59,885.00

Section 5: Renewal

The District or its designee shall notify the Full Service Community Schools High School Coordinator no later than 60 days prior to the expiration of this agreement regarding the District's intent and desire to renew the agreement.

In the event that the grant funding used to pay for covered items and services under this Contract is reduced or terminated, this Contract shall automatically terminate, unless both parties agree to a modification of obligations under this contract and/or contract is renegotiated.

Article III: Benefits

Section 1: Health, Hospitalization and Dental

Insurance benefits shall be those provided under the District's existing group insurance policies for the amounts listed below.

Health insurance

- Single insurance: District shall contribute up to \$770.00 per month - \$150 to VEBA/HSA, \$620 towards premium.
- Family insurance: District shall contribute up to \$1,200 per month - \$200 to VEBA/HSA; \$1,000 towards premium.

Dental insurance

- District shall contribute up to \$64.29 per month for dental insurance coverage.

Section 2: Life Insurance

The District shall pay up to \$100 per year for the district group life insurance for a \$50,000 term life insurance policy.

Section 3: Long Term Disability Insurance

The District shall provide full payment for the group Long-Term Disability Income Plan.

Section 4: Retirement

Retirement benefits shall be those provided under the District's retirement policies. Current contribution rates in effect for the Defined Benefit and Defined Contribution plans that PERA/TRA administers. Retirement plan contribution rates are subject to change by the Minnesota Legislature.

Tax Deferred Annuity:

Employees who are regularly employed and who have completed at least three (3) years of service with Independent School District #317 shall be eligible to participate in a 403b matching contribution plan. Independent School District #317 will contribute annually an amount equal to the amount contributed by the eligible employee to the 403b plan not to exceed the amounts shown in the following formula:

$$3-5 \text{ years of service in ISD \#317} = \$600.00$$

Contribution Limits: The maximum career matching contribution by Independent School District #317 for any individual person shall be \$35,000.00.

Employees may also elect to contribute to a 403b retirement savings plan through pre-tax payroll deductions.

Section 5: Liability Insurance

The District shall provide an errors and omissions liability insurance policy covering employees in the amount of the current policy.

Section 6: Conferences and Meetings

The District shall pay all legally valid expenses and fees for attendance at professional conferences and meetings with other educational agencies in accordance with the grant when attendance thereof is required, directed, or permitted by the Superintendent.

Section 7: Expenses

Employee will be reimbursed for legitimate expenses incurred while conducting school business or business conducted with the approval of the Superintendent. Said reimbursement shall be consistent with District policy.

Section 8: Phone Stipend

Employee shall receive a cellular phone stipend in accordance with current District policy.

Article IV: Leaves

Section 1: Vacation

Employee shall earn 10 vacation days per year with the option to roll over 1 unused vacation day to be used within the next year. There shall be no additional accumulation, carry over or payout of vacation days.

Section 2: Holidays

Employee shall be entitled to thirteen (13) paid holidays each contract year as follows: Independence Day, Labor Day, Thanksgiving Day, the Friday following Thanksgiving Day, Christmas Eve, Christmas Day, the day after Christmas, New Year's Day, President's Day, Good Friday, Easter Monday, Memorial Day and Juneteenth. Employee shall be given a floating holiday when Easter Monday falls on a day when school is in session.

Section 3: Sick Leave

Employee shall earn one (1) day per month, accumulated to 140 days maximum. Unused sick leave is not available for payout. The employee shall have immediate access to all twelve (12) days as needed during the year.

Section 4: Bereavement Leave

In the event of a death in the immediate family, up to four (4) days of sick leave may be used for bereavement. For the purposes of this section, immediate family is defined as spouse, the employee's or

spouse's child, parent, step-child, brother or sister, grandparents or grandchildren, or the daughter-in-law or son-in-law of the employee. Two (2) days bereavement leave will be granted in the event of a death of an extended family member. One (1) day bereavement leave will be granted in the event of a non-family member death. Bereavement leave will be deducted from sick leave. Vacation days may be used in addition to bereavement leave specified herein.

This Contract shall be effective only upon the signature of the officers of the School Board after authorization for such signature was given by appropriate action of the School Board and recorded in its minutes.

In witness thereof, I have subscribed my signature on _____ (date).

Kole Schultz, Employee

In witness thereof, I have subscribed my signature on _____ (date).

School Board

School Board

MEMORANDUM OF UNDERSTANDING

Deer River School District (ISD 317)

AND

Deer River Education Association (DREA)

Purpose

This Memorandum of Understanding (MOU) is entered into by Independent School District No. 0317 – Deer River Public Schools (“District”) and Deer River Education Association (DREA) (“Union”) for the purpose of memorializing agreement on the contract extensions and compensation for the following positions for the 2025–2026 school year; Instructions Coach, Technology Teacher, School Counselor, and Dean of Students.

Duration

The parties agree that this MOU is not precedent setting and shall expire on June 30, 2025 unless mutually agreed upon by the parties.

Agreement

The parties agree that Instructional Coach, **Lisa Box** will perform the following additional service:

- **8-day extended contract** — with additional compensation of **\$3,835.84** for basic salary (MS+30, Step 12, 2025–2027 DREA Master Agreement)

The parties agree that School Counselor, **Lael Storlie** will perform the following additional service:

- **8-day extended contract** — with additional compensation of **\$3,688.32** for basic salary (MS+30, Step 11, 2025–2027 DREA Master Agreement)

The parties agree that Technology Teacher, **Charles Box** will perform the following additional service:

- **5-day extended contract** — with additional compensation of **\$2,069.25** for basic salary (MS+20, Step 9, 2025–2027 DREA Master Agreement)

The parties agree that Dean of Students, **Benjamin Maxa** will perform the following additional service:

- **5-day extended contract** — with additional compensation of **\$1,949.35** for basic salary (BS, Step 12, 2025–2027 DREA Master Agreement)

Compensation

Such salary shall be paid as authorized and in such installments during the term of the year as may be determined by appropriate School. Any ratified successor agreements to the CBA, compensation shall be adjusted appropriately.

Reference to Master Agreement

All other terms and conditions of employment shall be governed by the 2025–2027 DREA Master Agreement.

Signatures

DREA President

Date

District

Date

Deer River ISD #317

Check Register by Bank and Check

Check Number: 0-2147483647 Payment Date: 7/1/2025-7/31/2025 Period: 0-99999999

Batch	Bank	Pymt No	Check No	Pay Type	Grp	Code	Rcd	Vendor	Print	Recon	Void	Pmt/Void Date	Amount
2		53871	1334106741	Check	1	3577		OBEY, SHERWIN	Yes	Yes	No	07/02/2025	600.00
		53872	1334106742	Check	1	3939		ASSURED PARTNERS OF MN	Yes	Yes	No	07/07/2025	50,283.53
		53876	1334106743	Check	1	6331	REMIT	FIRST DAKOTA INDEMNITY COMPAN	Yes	Yes	No	07/07/2025	65,615.00
		53877	1334106744	Check	1	6574		ISD 0279	Yes	No	No	07/07/2025	300.00
		53874	1334106745	Check	1	6100		LOFFLER COMPANIES INC	Yes	Yes	No	07/07/2025	3,095.58
		53875	1334106746	Check	1	6100	R1	LOFFLER COMPANIES INC	Yes	Yes	No	07/07/2025	81.63
		53873	1334106747	Check	1	4791		PITNEY BOWES-PURCHASE POWEF	Yes	Yes	No	07/07/2025	492.00
		53878	1334106748	Check	1	6571		VICKERMAN CONCRETE LLC	Yes	Yes	No	07/09/2025	4,500.00
		53879	1334106749	Check	1	02954		ARCC	Yes	Yes	No	07/10/2025	130.00
		53904	1334106750	Check	1	6575		BAKER, ERIK	Yes	No	No	07/10/2025	18.25
		53892	1334106751	Check	1	4082		BENHAM ELECTRIC INC	Yes	Yes	No	07/10/2025	16,097.89
		53888	1334106752	Check	1	2993		BOND TRUST SERVICES CORP	Yes	No	No	07/10/2025	950.00
		53899	1334106753	Check	1	6251	REMIT	BURGGRAF'S ACE HARDWARE	Yes	Yes	No	07/10/2025	805.62
		53906	1334106754	Check	1	6577		CARLSON, DAWN	Yes	No	No	07/10/2025	6.05
		53880	1334106755	Check	1	07020		CITY OF DEER RIVER	Yes	Yes	No	07/10/2025	2,365.31
		53903	1334106756	Check	1	6572		CONTINENTAL ATHLETIC SUPPLY	Yes	Yes	No	07/10/2025	4,818.15
		53905	1334106757	Check	1	6576		GOGGLEYE, JENNIFER	Yes	Yes	No	07/10/2025	51.40
		53902	1334106758	Check	1	6570		GUARDIAN PEST SOLUTIONS INC	Yes	Yes	No	07/10/2025	105.00
		53900	1334106759	Check	1	6325		HERRING, RACHEL	Yes	Yes	No	07/10/2025	500.00
		53883	1334106760	Check	1	19222		HILLYARD / HUTCHINSON	Yes	Yes	No	07/10/2025	11,265.22
		53886	1334106761	Check	1	2600		INFINITE CAMPUS	Yes	Yes	No	07/10/2025	8,448.70
		53889	1334106762	Check	1	3399		ISD 6070 - IASC	Yes	Yes	No	07/10/2025	83,999.77
		53901	1334106763	Check	1	6469		JOHNSON FLOOR SANDING	Yes	Yes	No	07/10/2025	24,540.00
		53907	1334106764	Check	1	6578		KANNAS, KARLA	Yes	Yes	No	07/10/2025	37.10
		53897	1334106766	Check	1	6100	REMIT	LOFFLER COMPANIES INC	Yes	Yes	No	07/10/2025	98.26
		53891	1334106767	Check	1	4076	R1	MASSP	Yes	Yes	No	07/10/2025	1,780.00
		53881	1334106768	Check	1	1307		NAFIS	Yes	Yes	No	07/10/2025	1,596.10
		53890	1334106769	Check	1	3673	R1	NCS PEARSON INC	Yes	Yes	No	07/10/2025	30.00
		53882	1334106770	Check	1	14200		NORTHERN STAR COOPERATIVE SE	Yes	Yes	No	07/10/2025	526.83
		53887	1334106771	Check	1	2930		OREILLY AUTOMOTIVE INC	Yes	Yes	No	07/10/2025	9.55
		53893	1334106772	Check	1	43022		PAUL BUNYAN RURAL TELEPHONE	Yes	Yes	No	07/10/2025	1,287.82
		53894	1334106773	Check	1	45790		RANGE PAPER CORPORATION	Yes	Yes	No	07/10/2025	312.32
		53895	1334106774	Check	1	5615		SCOREVISION LLC	Yes	Yes	No	07/10/2025	5,700.00
		53884	1334106775	Check	1	1967		SHERWIN WILLIAMS	Yes	Yes	No	07/10/2025	155.09
		53898	1334106776	Check	1	6108		SIGN CONTRACTORS LLC	Yes	Yes	No	07/10/2025	350.00
		53896	1334106777	Check	1	6092		TECHNIQUES	Yes	Yes	No	07/10/2025	3,609.79
		53908	1334106778	Check	1	5573		MFAC LLC	Yes	Yes	No	07/11/2025	970.00
		53910	1334106779	Check	1	5567	R1	CONSTELLATION ENERGY-GAS DIVI	Yes	Yes	No	07/17/2025	3,075.73
		53909	1334106780	Check	1	2994	R1	MN ENERGY RESOURCES	Yes	Yes	No	07/17/2025	279.14

Deer River ISD #317

Check Register by Bank and Check

Check Number: 0-2147483647 Payment Date: 7/1/2025-7/31/2025 Period: 0-99999999

Batch	Bank	Pymt No	Check No	Pay Type	Grp	Code	Rcd	Vendor	Print	Recon	Void	Pmt/Void Date	Amount
2		53911	1334106781	Check	1	5860		TYSON FOODS INC	Yes	Yes	No	07/17/2025	103.68
		53912	1334106782	Check	1	6290		BEMIDJI STATE UNIVERSITY	Yes	No	No	07/22/2025	3,800.00
		53935	1334106783	Check	1	01460		AMERICAN DISPOSAL	Yes	Yes	No	07/24/2025	2,534.11
		53978	1334106784	Check	1	6579		ARBITERSPORTS LLC	Yes	No	No	07/24/2025	1,203.05
		53967	1334106785	Check	1	5604		BIX PRODUCE	Yes	Yes	No	07/24/2025	614.94
		53953	1334106786	Check	1	4178		BLUE CROSS BLUE SHIELD OF MN	Yes	Yes	No	07/24/2025	2,386.60
		53954	1334106787	Check	1	4318	R1	BSN SPORTS	Yes	Yes	No	07/24/2025	5,192.00
		53936	1334106788	Check	1	07020		CITY OF DEER RIVER	Yes	No	No	07/24/2025	22,500.00
		53966	1334106789	Check	1	5567	R1	CONSTELLATION ENERGY-GAS DIVI	Yes	No	No	07/24/2025	2,539.28
		53959	1334106790	Check	1	5001	REMIT	ESSENTIA HEALTH	Yes	Yes	No	07/24/2025	3,990.00
		53971	1334106791	Check	1	6152	R1	GAME ONE	Yes	Yes	No	07/24/2025	8,812.71
		53939	1334106792	Check	1	19222		HILLYARD / HUTCHINSON	Yes	Yes	No	07/24/2025	963.78
		53972	1334106793	Check	1	6193	REMIT	IMAGINE LEARNING LLC	Yes	Yes	No	07/24/2025	7,364.50
		53951	1334106794	Check	1	3736		INFINITY ONLINE	Yes	No	No	07/24/2025	1,500.00
		53958	1334106795	Check	1	4951		IRONHIDE EQUIPMENT	Yes	No	No	07/24/2025	34.81
		53940	1334106796	Check	1	21074		ISD 0118 NORTHLAND COMM SCHOC	Yes	No	No	07/24/2025	75,475.12
		53941	1334106797	Check	1	21500		ISD 0318 - GRAND RAPIDS	Yes	Yes	No	07/24/2025	21,566.04
		53950	1334106798	Check	1	3399		ISD 6070 - IASC	Yes	Yes	No	07/24/2025	7,569.36
		53970	1334106799	Check	1	6100		LOFFLER COMPANIES INC	Yes	No	No	07/24/2025	3,447.41
		53975	1334106800	Check	1	6542		PEAC SOLUTIONS	Yes	No	No	07/24/2025	276.51
		53944	1334106801	Check	1	26914	R1	MASA	Yes	No	No	07/24/2025	1,365.00
		53945	1334106802	Check	1	28824	REMIT	MASBO	Yes	No	No	07/24/2025	115.00
		53961	1334106803	Check	1	5094		MEDICAREBLUE RX	Yes	Yes	No	07/24/2025	1,556.00
		53946	1334106804	Check	1	28845		MESPA	Yes	Yes	No	07/24/2025	703.00
		53965	1334106805	Check	1	5540	R1	MINERS INC	Yes	Yes	No	07/24/2025	76.16
		53977	1334106806	Check	1	6569		MINNESOTA ASSOCIATION OF SCHC	Yes	No	No	07/24/2025	100.00
		53952	1334106807	Check	1	4174		MN DEPT OF PUBLIC SAFETY	Yes	Yes	No	07/24/2025	3,723.82
		53942	1334106808	Check	1	2263		MREA	Yes	Yes	No	07/24/2025	1,913.00
		53948	1334106809	Check	1	28989		MSBA	Yes	Yes	No	07/24/2025	8,073.00
		53973	1334106810	Check	1	6229		NIISA	Yes	No	No	07/24/2025	1,500.00
		53949	1334106811	Check	1	3367		NORTHLAND FIRE & SAFETY	Yes	No	No	07/24/2025	420.00
		53947	1334106813	Check	1	2896		PAN-O-GOLD BAKING CO	Yes	Yes	No	07/24/2025	289.60
		53960	1334106814	Check	1	5003	R1	PARTS TOWN	Yes	Yes	No	07/24/2025	318.09
		53976	1334106815	Check	1	6547		PEMBERTON LAW PLLP	Yes	Yes	No	07/24/2025	54.00
		53969	1334106816	Check	1	6064	R1	POWERSCHOOL GROUP LLC	Yes	Yes	No	07/24/2025	7,626.96
		53957	1334106817	Check	1	4843	R1	REINDERS	Yes	Yes	No	07/24/2025	440.73
		53934	1334106818	Check	1	01204	REMIT1	RENAISSANCE LEARNING, INC.	Yes	Yes	No	07/24/2025	40,656.68
		53955	1334106819	Check	1	46375		SANDSTROM'S	Yes	Yes	No	07/24/2025	1,008.61
		53937	1334106820	Check	1	1560		SCHOOL BOARD SUPPORT SERVICE	Yes	Yes	No	07/24/2025	795.00

Deer River ISD #317
Check Register by Bank and Check

Check Number: 0-2147483647 Payment Date: 7/1/2025-7/31/2025 Period: 0-99999999

Batch	Bank	Pymt No	Check No	Pay Type	Grp	Code	Rcd	Vendor	Print	Recon	Void	Pmt/Void Date	Amount
2		53974	1334106821	Check	1	6341		SECURLY INC	Yes	Yes	No	07/24/2025	1,575.00
		53964	1334106822	Check	1	5438		SHRED-IT	Yes	Yes	No	07/24/2025	244.52
		53968	1334106823	Check	1	5761		SPEECH PARTNERS	Yes	Yes	No	07/24/2025	58,406.58
		53956	1334106824	Check	1	4829		TRI-STATE BOBCAT INC	Yes	Yes	No	07/24/2025	102.17
		53963	1334106825	Check	1	52559		UPPER LAKES FOODS, INC	Yes	Yes	No	07/24/2025	4,528.60
		53962	1334106826	Check	1	52555		UPS	Yes	Yes	No	07/24/2025	25.00
		53938	1334106827	Check	1	16430		US FOOD SERVICE	Yes	Yes	No	07/24/2025	1,346.78
		53979	1334106828	Check	1	6478		LIBERTY MUTUAL INSURANCE	Yes	No	No	07/28/2025	139,577.00
Bank Total: 2													\$747,301.03
Report Total:													\$747,301.03

Deer River ISD #317
Exp/Rev Summary - Fd
Period Ending July 31, 2025

Sequence: L, Fd

		InProc26					% YTD	Remaining
Description		Annual Budget	Period 202601	Year To Date	% YTD	Encumbrances	+ Enc	Balance
E	Expenditure							
01	General	15,034,193.00	440,638.80	1,006,015.79	7%	259,837.61	8%	13,768,339.60
02	Food Service	838,064.00	7,638.04	16,863.95	2%	16,994.88	4%	804,205.17
03	Transportation	1,247,111.00	1,632.88	36,719.73	3%	0.00	3%	1,210,391.27
04	Community Service	243,710.00	6,541.74	90,548.01	37%	0.00	37%	153,161.99
05	Capital Expenditure	257,151.00	20,244.67	21,043.51	8%	0.00	8%	236,107.49
07	Debt Redemption	1,877,974.00	261,096.25	261,096.25	14%	0.00	14%	1,616,877.75
08	Trust Fund	2,500.00	0.00	0.00	0%	0.00	0%	2,500.00
11	Student Activities	55,000.00	500.00	2,002.75	4%	0.00	4%	52,997.25
25	OPEB Revocable Trust	250.00	3,963.43	4,005.09	1602%	0.00	1602%	(3,755.09)
E	Expenditure	19,555,953.00	742,255.81	1,438,295.08	7%	276,832.49	9%	17,840,825.43
R	Revenue							
01	General	(14,746,081.00)	(314,567.20)	(3,958,366.65)	27%	0.00	27%	(10,787,714.35)
02	Food Service	(827,500.00)	(12,233.76)	(157,225.61)	19%	0.00	19%	(670,274.39)
03	Transportation	(1,258,485.00)	2,664.30	(465,285.43)	37%	0.00	37%	(793,199.57)
04	Community Service	(260,356.00)	9,138.07	(103,174.82)	40%	0.00	40%	(157,181.18)
05	Capital Expenditure	(395,560.00)	0.00	(426,755.24)	108%	0.00	108%	31,195.24
06	Building Construction Fund	0.00	0.00	0.00	0%	0.00	0%	0.00
07	Debt Redemption	(1,920,817.00)	(125,171.71)	(1,056,259.31)	55%	0.00	55%	(864,557.69)
08	Trust Fund	(2,500.00)	0.00	0.00	0%	0.00	0%	(2,500.00)
11	Student Activities	(55,000.00)	0.00	(2,132.79)	4%	0.00	4%	(52,867.21)
25	OPEB Revocable Trust	(104,000.00)	(3,455.71)	(9,376.67)	9%	0.00	9%	(94,623.33)
R	Revenue	(19,570,299.00)	(443,626.01)	(6,178,576.52)	32%	0.00	32%	(13,391,722.48)
Report Totals:		(14,346.00)	298,629.80	(4,740,281.44)	33043%	276,832.49	31113%	4,449,102.95

Deer River ISD #317
Exp Summary - Fd, Pro
Period Ending July 31, 2025

Sequence: Fd, Pro

		InProc26					% YTD	Remaining
Description		Annual Budget	Period 202601	Year To Date	% YTD	Encumbrances	+ Enc	Balance
01	General							
010	Board of Education	36,010.00	4,935.18	4,935.18	14%	0.00	14%	31,074.82
020	Superintendent	202,000.00	26,047.15	26,861.53	13%	0.00	13%	175,138.47
050	School Adm	542,865.00	43,065.69	43,269.99	8%	0.00	8%	499,595.01
105	General Administrative Support	187,000.00	7,156.90	38,196.01	20%	0.00	20%	148,803.99
108	Admin Technology Services	600.00	0.00	0.00	0%	0.00	0%	600.00
110	Business Services	447,407.00	27,750.93	23,679.25	5%	0.00	5%	423,727.75
130	Community Relations	123.00	0.00	0.00	0%	0.00	0%	123.00
140	Data Processing	18,000.00	0.00	0.00	0%	0.00	0%	18,000.00
150	Legal Services	2,500.00	0.00	54.00	2%	0.00	2%	2,446.00
199	School Elections	38,000.00	0.00	0.00	0%	0.00	0%	38,000.00
200	Voluntary Pre-Kindergarten	145,000.00	0.00	73,164.20	50%	0.00	50%	71,835.80
201	Kindergarten	162,632.00	0.00	0.00	0%	0.00	0%	162,632.00
203	Elementary Education	1,623,234.00	3,834.07	16,018.12	1%	11,474.92	2%	1,595,740.96
211	Secondary	495,670.00	7,446.13	49,080.20	10%	3,372.58	11%	443,217.22
212	Art	84,628.00	0.00	0.00	0%	0.00	0%	84,628.00
216	Title I	290,000.00	5,893.00	5,893.00	2%	0.00	2%	284,107.00
218	Gifted and Talented	11,272.00	0.00	126.60	1%	0.00	1%	11,145.40
220	English	319,626.00	0.00	0.00	0%	239.00	0%	319,387.00
231	Ojibwe	41,183.00	0.00	0.00	0%	0.00	0%	41,183.00
240	Health Physical Ed	322,384.00	0.00	0.00	0%	214.99	0%	322,169.01
255	Industrial Education	67,757.00	0.00	0.00	0%	0.00	0%	67,757.00
256	Mathematics	152,622.00	0.00	0.00	0%	283.38	0%	152,338.62
257	Computer Instruction	53,838.00	0.00	0.00	0%	0.00	0%	53,838.00
258	Music	323,261.00	0.00	3,239.99	1%	0.00	1%	320,021.01
260	Science	194,266.00	0.00	0.00	0%	685.79	0%	193,580.21
270	Social Sciences	196,488.00	0.00	0.00	0%	218.77	0%	196,269.23
271	Remedial Reading and Language	113,222.00	0.00	0.00	0%	0.00	0%	113,222.00
272	Remedial Mathematics	117,902.00	0.00	0.00	0%	0.00	0%	117,902.00
273	Remedial Other Content Areas	317,485.00	0.00	0.00	0%	0.00	0%	317,485.00

Deer River ISD #317
Exp Summary - Fd, Pro
Period Ending July 31, 2025

Sequence: Fd, Pro

		InProc26					% YTD	Remaining
Description		Annual Budget	Period 202601	Year To Date	% YTD	Encumbrances	+ Enc	Balance
01	General							
275	Kindergarten Instruction	109,568.00	0.00	0.00	0%	0.00	0%	109,568.00
276	Elementary Instruction	713,177.00	0.00	0.00	0%	0.00	0%	713,177.00
278	Regular School Day Addt'l Time	31,748.00	1,374.92	1,374.92	4%	0.00	4%	30,373.08
280	Other Regular Inst	16,300.00	1,500.00	1,509.29	9%	0.00	9%	14,790.71
291	Co-Curricular	28,090.00	0.00	0.00	0%	0.00	0%	28,090.00
292	Boys/Girls Athletics	168,109.00	3,627.68	14,723.30	9%	0.00	9%	153,385.70
294	Boys Athletics	163,304.00	9,156.11	15,691.11	10%	0.00	10%	147,612.89
296	Girls Athletics	116,405.00	4,848.60	9,372.35	8%	0.00	8%	107,032.65
298	Extra Curricular	2,850.00	0.00	0.00	0%	0.00	0%	2,850.00
361	Trade and Industrial	117,459.00	0.00	0.00	0%	0.00	0%	117,459.00
380	Special Needs	2,798.00	0.00	0.00	0%	0.00	0%	2,798.00
400	Special Ed - General (non-reim)	169,755.00	0.00	6,615.79	4%	0.00	4%	163,139.21
401	Speech Impaired	265,582.00	0.00	68,941.58	26%	424.70	26%	196,215.72
402	DCD-MM	197,847.00	0.00	1,552.47	1%	0.00	1%	196,294.53
403	Mental Imp-Mod/Sev	57,262.00	0.00	0.00	0%	0.00	0%	57,262.00
404	Physically Impaired	111,626.00	0.00	8,176.60	7%	0.00	7%	103,449.40
405	Deaf Hard of Hearing	57,066.00	0.00	9,437.09	17%	0.00	17%	47,628.91
407	Specific Learning Di	576,219.00	0.00	0.00	0%	86.13	0%	576,132.87
408	Emotional Disorder	476,822.00	0.00	0.00	0%	0.00	0%	476,822.00
410	Other Health Impairments	90,220.00	0.00	0.00	0%	0.00	0%	90,220.00
411	Autistic Spectrum Disorders	238,171.00	0.00	14,513.79	6%	0.00	6%	223,657.21
412	Developmentally Delayed (EC)	288,120.00	1,148.25	8,280.34	3%	0.00	3%	279,839.66
414	Traumatic Brain Inj	59,950.00	0.00	1,769.30	3%	0.00	3%	58,180.70
416	Severly Multiply Impaired	277,240.00	0.00	17,810.13	6%	0.00	6%	259,429.87
420	Special Education	353,973.00	0.00	71,447.81	20%	0.00	20%	282,525.19
421	School Psychologist	0.00	0.00	75,475.12	0%	0.00	0%	(75,475.12)
422	ADSI	453,359.00	0.00	(697.51)	(0%)	0.00	(0%)	454,056.51
605	Gen Inst Support	281,569.00	15,081.16	15,263.14	5%	0.00	5%	266,305.86
610	Curriculum/Assessment	122,883.00	0.00	0.00	0%	0.00	0%	122,883.00

Deer River ISD #317
Exp Summary - Fd, Pro
Period Ending July 31, 2025

Sequence: Fd, Pro

		InProc26					% YTD	Remaining
Description		Annual Budget	Period 202601	Year To Date	% YTD	Encumbrances	+ Enc	Balance
01	General							
620	Library Media Center	154,405.00	0.00	0.00	0%	7,669.71	5%	146,735.29
630	Human Relations	130,000.00	3,849.50	6,147.25	5%	0.00	5%	123,852.75
640	Staff Development	87,671.00	2,342.15	5,231.28	6%	0.00	6%	82,439.72
680	Instruc-Related Technology	296,665.00	67,189.78	70,813.05	24%	489.45	24%	225,362.50
710	Counseling-Guidance	127,205.00	276.51	276.51	0%	0.00	0%	126,928.49
715	School Security	50,300.00	22,500.00	22,500.00	45%	0.00	45%	27,800.00
718	Other School Safety	4,429.00	0.00	0.00	0%	0.00	0%	4,429.00
720	Health Services	164,753.00	0.00	7,017.36	4%	3,083.93	6%	154,651.71
740	Interventionist	144,489.00	0.00	0.00	0%	0.00	0%	144,489.00
790	Other Pupil Support	257,927.00	33,951.35	112,899.77	44%	0.00	44%	145,027.23
810	Plant Operations	1,389,402.00	97,380.21	105,072.35	8%	92,017.26	14%	1,192,312.39
850	Capital Facilities	17,500.00	0.00	0.00	0%	0.00	0%	17,500.00
940	Insurance	155,000.00	50,283.53	50,283.53	32%	139,577.00	122%	(34,860.53)
01	General	15,034,193.00	440,638.80	1,006,015.79	7%	259,837.61	8%	13,768,339.60
02	Food Service							
770	Food Services	838,064.00	7,638.04	16,863.95	2%	16,994.88	4%	804,205.17
02	Food Service	838,064.00	7,638.04	16,863.95	2%	16,994.88	4%	804,205.17
03	Transportation							
760	Pupil Transportation	1,247,111.00	1,632.88	36,719.73	3%	0.00	3%	1,210,391.27
03	Transportation	1,247,111.00	1,632.88	36,719.73	3%	0.00	3%	1,210,391.27
04	Community Service							
505	Community Education	37,341.00	1,289.14	1,289.14	3%	0.00	3%	36,051.86
510	Continuing Education	0.00	105.74	105.74	0%	0.00	0%	(105.74)
570	School - Age Care	8,670.00	2,608.56	3,306.07	38%	0.00	38%	5,363.93
580	Early Childhood Family Educ	57,066.00	0.00	27,018.00	47%	0.00	47%	30,048.00
582	School Readiness	113,483.00	0.00	55,773.00	49%	0.00	49%	57,710.00
583	Preschool Screening	1,080.00	0.00	352.83	33%	0.00	33%	727.17
585	YouthDevel/Servs/After School	21,552.00	2,538.30	2,538.30	12%	0.00	12%	19,013.70

Deer River ISD #317
Exp Summary - Fd, Pro
Period Ending July 31, 2025

Sequence: Fd, Pro

		InProc26					% YTD	Remaining
Description		Annual Budget	Period 202601	Year To Date	% YTD	Encumbrances	+ Enc	Balance
04	Community Service							
591	Youth Service/Development	4,518.00	0.00	164.93	4%	0.00	4%	4,353.07
04	Community Service	243,710.00	6,541.74	90,548.01	37%	0.00	37%	153,161.99
05	Capital Expenditure							
108	Admin Technology Services	7,290.00	6,782.70	6,782.70	93%	0.00	93%	507.30
140	Data Processing	36,000.00	0.00	0.00	0%	0.00	0%	36,000.00
203	Elementary Education	28,300.00	0.00	0.00	0%	0.00	0%	28,300.00
211	Secondary	28,300.00	0.00	0.00	0%	0.00	0%	28,300.00
810	Plant Operations	1,500.00	0.00	0.00	0%	0.00	0%	1,500.00
850	Capital Facilities	118,761.00	4,500.00	4,500.00	4%	0.00	4%	114,261.00
865	LTFM <\$100,000	37,000.00	8,961.97	9,760.81	26%	0.00	26%	27,239.19
05	Capital Expenditure	257,151.00	20,244.67	21,043.51	8%	0.00	8%	236,107.49
07	Debt Redemption							
910	Debt Redemption	1,877,974.00	261,096.25	261,096.25	14%	0.00	14%	1,616,877.75
07	Debt Redemption	1,877,974.00	261,096.25	261,096.25	14%	0.00	14%	1,616,877.75
08	Trust Fund							
960	Other Nonrecurring Items	2,500.00	0.00	0.00	0%	0.00	0%	2,500.00
08	Trust Fund	2,500.00	0.00	0.00	0%	0.00	0%	2,500.00
11	Student Activities							
298	Extra Curricular	55,000.00	500.00	2,002.75	4%	0.00	4%	52,997.25
11	Student Activities	55,000.00	500.00	2,002.75	4%	0.00	4%	52,997.25
25	OPEB Revocable Trust							
935	Post Employment Benefits	250.00	3,963.43	4,005.09	1602%	0.00	1602%	(3,755.09)
25	OPEB Revocable Trust	250.00	3,963.43	4,005.09	1602%	0.00	1602%	(3,755.09)
Report Totals:		19,555,953.00	742,255.81	1,438,295.08	7%	276,832.49	9%	17,840,825.43

Deer River ISD #317
Rev Summary - Fd, Org
Period Ending July 31, 2025

Sequence: Fd, Org

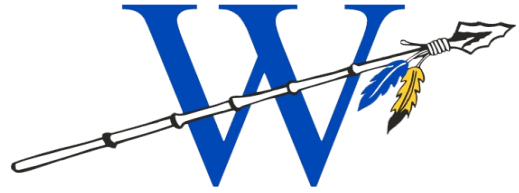
		InProc26					% YTD	Remaining
Description		Annual Budget	Period 202601	Year To Date	% YTD	Encumbrances	+ Enc	Balance
01	General							
005	District	(14,274,262.00)	(310,342.07)	(3,533,718.35)	25%	0.00	25%	(10,740,543.65)
110	King	(19,842.00)	(916.67)	(1,867.44)	9%	0.00	9%	(17,974.56)
300	Deer River High School	(373,793.00)	(3,308.46)	(422,780.86)	113%	0.00	113%	48,987.86
310	Alternative Learning Program	(78,184.00)	0.00	0.00	0%	0.00	0%	(78,184.00)
01	General	(14,746,081.00)	(314,567.20)	(3,958,366.65)	27%	0.00	27%	(10,787,714.35)
02	Food Service							
005	District	(686,000.00)	(10,584.56)	(152,792.43)	22%	0.00	22%	(533,207.57)
110	King	(1,500.00)	0.00	(425.80)	28%	0.00	28%	(1,074.20)
300	Deer River High School	(140,000.00)	(1,649.20)	(4,007.38)	3%	0.00	3%	(135,992.62)
02	Food Service	(827,500.00)	(12,233.76)	(157,225.61)	19%	0.00	19%	(670,274.39)
03	Transportation							
005	District	(1,258,485.00)	2,664.30	(465,285.43)	37%	0.00	37%	(793,199.57)
03	Transportation	(1,258,485.00)	2,664.30	(465,285.43)	37%	0.00	37%	(793,199.57)
04	Community Service							
500	Community Service	(260,356.00)	9,138.07	(103,174.82)	40%	0.00	40%	(157,181.18)
04	Community Service	(260,356.00)	9,138.07	(103,174.82)	40%	0.00	40%	(157,181.18)
05	Capital Expenditure							
005	District	(395,560.00)	0.00	(426,755.24)	108%	0.00	108%	31,195.24
05	Capital Expenditure	(395,560.00)	0.00	(426,755.24)	108%	0.00	108%	31,195.24
06	Building Construction Fund							
005	District	0.00	0.00	(64,101.52)	0%	0.00	0%	64,101.52
110	King	0.00	0.00	64,101.52	0%	0.00	0%	(64,101.52)
06	Building Construction Fund	0.00	0.00	0.00	0%	0.00	0%	0.00
07	Debt Redemption							
005	District	(1,920,817.00)	(125,171.71)	(1,056,259.31)	55%	0.00	55%	(864,557.69)
07	Debt Redemption	(1,920,817.00)	(125,171.71)	(1,056,259.31)	55%	0.00	55%	(864,557.69)
08	Trust Fund							
005	District	(2,500.00)	0.00	0.00	0%	0.00	0%	(2,500.00)
08	Trust Fund	(2,500.00)	0.00	0.00	0%	0.00	0%	(2,500.00)
11	Student Activities							

Deer River ISD #317
Rev Summary - Fd, Org
Period Ending July 31, 2025

Sequence: Fd, Org

		InProc26						% YTD	Remaining
		Annual Budget	Period 202601	Year To Date	% YTD	Encumbrances	+ Enc	Balance	
Description									
11	Student Activities								
300	Deer River High School	(55,000.00)	0.00	(2,132.79)	4%	0.00	4%	(52,867.21)	
11	Student Activities	(55,000.00)	0.00	(2,132.79)	4%	0.00	4%	(52,867.21)	
25	OPEB Revocable Trust								
005	District	(104,000.00)	(3,455.71)	(9,376.67)	9%	0.00	9%	(94,623.33)	
25	OPEB Revocable Trust	(104,000.00)	(3,455.71)	(9,376.67)	9%	0.00	9%	(94,623.33)	
Report Totals:		(19,570,299.00)	(443,626.01)	(6,178,576.52)	32%	0.00	32%	(13,391,722.48)	

TO: ISD 317 Board of Directors
FROM: Ara Anderson, DRHS Principal
DATE: September 5, 2025



Enrollment:

- 436 students in grades 6-12 as of Sept. 5
- 21 new students enrolled
- 10 students transferred to a different school

Safe, Welcoming and Trusting Environment:

- First Day of School Welcome Back Assembly including recognizing seniors and sixth graders and introducing teachers and staff.
- Advisory lesson on updates to Student Handbook
- Respectful, Responsible, Generous and Engaged
 - PBIS expectation lessons during the 1st day.
 - Bathrooms
 - Hallways
 - Lunch
 - Recess (grades 6-8)
 - Bus
 - School-wide expectations

Professional Development:

- High Reliability Schools (HRS) and New Art and Science of Teaching training for teachers during workshop week.
- Teacher-lead E-Hall pass training during Wednesday EO.
- Hosted New Teacher Orientation on Aug. 18 for our new high school science teacher.
- Several teachers, the school counselor and I attended CIS training hosted by MN North. The keynote speaker focused on the impact AI is having on education both at the high school and post-secondary levels.

Upcoming Events:

- Orange Shirt Day Sept. 30
- Homecoming Week October 6-10
- HS Conferences:
 - Tuesday Oct. 7 Inger Community Center 4-6:15pm
 - Thursday Oct. 9 DRHS 3:30-7pm

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'Ara Anderson', with a stylized, flowing script.

Ara Anderson
DRHS Principal







DEER RIVER HIGH SCHOOL
101 First Avenue NE
PO Box 307
Deer River, MN 56636
Home of the Warriors

KING ELEMENTARY SCHOOL
504 5th St. SE
PO Box 307
Deer River, MN 56636
King Pride

TO: ISD 317 Board of Directors
FROM: Jennifer Stefan
Date: September 5, 2025

Resilient and Supported Students

King School Open House - August 27

Early Childhood Open House - September 4

MCA data sharing - Excellent data to celebrate

High Quality Instruction and Equipped and Supported Staff

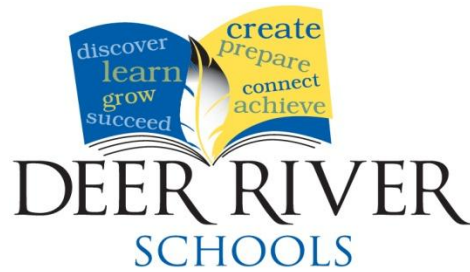
Early Out September - ELA standards and the New Art and Science of Teaching instructional model

Engaged Community

Biggest and Littlest Warriors featured at the football game September 19

Respectfully Submitted,

Jennifer Stefan



TO: ISD 317 Board of Directors

FROM: Brent Schimek B/G Director

DATE: Sept 8 , 2025

Building and Grounds

Agenda items: None

Items of Interest:

*Window replacement should be completed

* King Project completed HVAC, ROOFS, Sidewalks, Parking lots

* Working on LTFM Quotes

Areas of Concern:

Numerous roof leaks at the HS

School Board Meeting
September 2025

Student and Family Engagement

Attended Leech Lake Back to School Bash August 29

Collaborative leadership, shared power and voice

Telehealth at the HS is moving forward-October?

Expanded, enriched learning opportunities

An organization that is working with youth in the metro and St. Cloud has reached out to look at ways to partner.

Integrated systems of support

In several instances over the last year, the integrated model has worked as intended and we have support students and families in a way that has impacted their ability to learn.

Anishinaabe Gikinoow'amaadiwin

September Board Report – 2025

Highlights

- Sept 2: The Title VI Application and Progress Report window opened; the coordinator has begun work on this submission.
- Sept 4 (All Day): Wild Rice Harvesting Trip — 20 students harvested and prepared manoomin with community experts Dave Bismarck, Dorian Bismarck, Devry Bismarck, Phil Johnson, and Valynncia White.
- Sept 5–6: Back to School Pow-wow (Minneapolis) — 12 students attended and stayed overnight to participate in the pow-wow.
- Sept 10 (Morning): Ogitchiidaag Drum performed the Opening Song at the Suicide Prevention Ceremony in Cass Lake.
- Sept 10 (Afternoon): Anishinaabe Education provided Professional Development at Deer River High School.
- Recruitment launched for Drum & Dance (starting October), Ogitchiidaag Club (6–12), and Traditional Wooden Stick Lacrosse (starting end of September).
- FOCUS Tutoring (Grades 6–9): 230 letters were sent home to families explaining what FOCUS is and how it will support their students.
- Family engagement kickoff with parent/guardian interest forms.
- The annual consultation between LLBO Education Division and the district has a tentative meeting date set.

Program Updates

- FOCUS Tutoring: 230 letters sent home; students referred: ____ | Active: ____ | Waitlist: ____
- Drum & Dance: Program begins in October; enrollment underway.
- Ogitchiidaag Club: First meeting scheduled; fall service project in planning.
- Traditional Wooden Stick Lacrosse: Program begins end of September; ____ participants (grades 3–12) expected.

At-a-Glance Metrics

Area	Sept Target	Sept Actual
Student participation (any program)	150	____
Wild Rice Harvest Trip	—	20
Back to School Pow-wow	—	12
FOCUS Tutoring outreach	—	230 letters
FOCUS grade improvement	60%	____
Events supported	3	____
Family engagement contacts	40	____

Looking Ahead (October)

- Drum & Dance program officially begins.
- Cultural performances and classroom lessons.
- FAFSA/College Planning night(s).
- Drum & Dance exhibition (date/location pending).

S.T.E.P. COALITION

STANDING TOGETHER EMBRACING PREVENTION



Sept 8, 2025

School Board Meeting Agenda

DFC Grant

Project Coordinator: Breanne Kaanta

Contact: bkaanta@isd317.org

Events:

- We took part in the Itasca County Fair (August 13-17). Had the opportunity to chat with local community members about our program and give out free resources for families regarding youth substance use prevention and mental health.
- We also took part in the DRHS Back to School Night (August 27). We moved into a new room this year with the Warrior Wardrobe, so we were able to showcase our new space to families that stopped by for the open house.

Warrior Wardrobe:

- Students are already utilizing the new warrior wardrobe space! We are taking donations for more clothing and shoes. Our biggest "wish" items are decent tennis shoes, dress clothes (especially for men), winter wear (coats, mittens, hats, etc) and bottoms.

Step Up:

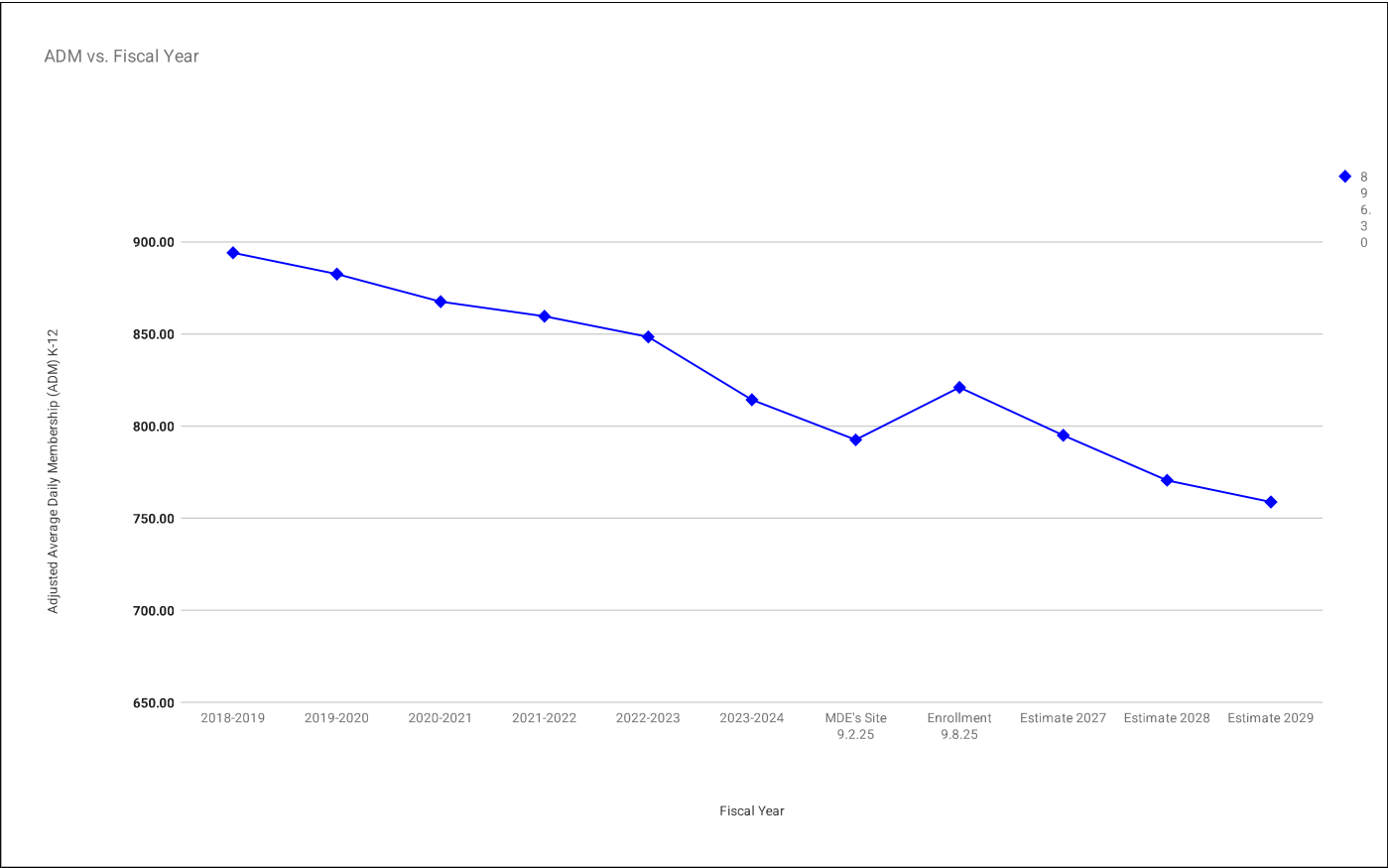
- We will begin having meetings weekly starting on Sept 10th during the Wednesday Advisory period in our new room. Students have already been asking when our next meeting will be since the 1st day back, so we look forward to an engaged and enthusiastic group of youth this year!

We have had several meetings with EH and their Project Manager Kelly and have narrowed down much of the workflow, brochure, press release, etc., to begin our Telehealth program. The space has been decided, and this will allow for any infrastructure work to begin once given the green light from the funds we received with the Multi-Purpose Grant. In the meantime, we will be putting together a safe and secure spot for telehealth visits to begin with a tentative start date of Oct. 1st.

Essentia Health is the starting point for these visits and will have to be scheduled through MyChart-We have also reached out to Indian Health Services to see if there is room to schedule with them. The aim is to have access for all students.

ISD #31 / FY 26 Grants

	Approximate Annual Amount	Total Grant	Grant End Date
Title I	\$250,000		6/30/2026
Title II	\$30,000		6/30/2026
Title IV	\$15,000		6/30/2026
Title V	\$25,000		6/30/2026
Title VI	\$130,000		6/30/2026
Carl Perkins	\$6,000		6/30/2026
Career and Tech Grants	\$20,000		6/30/2026
School Based Health Clinic	\$73,000	\$147,000	6/30/2026
Full Service Community Schools	\$490,000	\$2,277,800	9/30/2025
Multi Purpose Community Facility Project	\$245,000	\$490,000	TBD
Blandin Grant to continue FSCS one more year	\$150,000		9/30/2026
MN Full Service Community School Strategy Grant - King Elementary	\$200,000	\$600,000	6/30/2027
State Personnel Development Grant	\$130,000	\$558,000	9/30/2026
Deer River Endowment	\$4,000		6/30/2026
Drug Free Communities	\$125,000	\$625,000	9/30/2026
ADSIS	\$256,000		6/30/2026
Achievement and Integration	\$175,000		6/30/2026
Farm to School	\$2,000		6/30/2026
Total Annual Grants	\$2,326,000		



Fiscal Year	Adj ADM	K*	1	2	3	4	5	6	7	8	9	10	11	12	Total	% change
2018-2019	894.04	78.31	77.16	67.81	62.51	78.17	77.32	80.74	78.12	62.88	71.45	61.41	45.17	52.99	894.04	
2019-2020	882.51	89.16	58.76	76.80	71.39	64.86	75.12	75.67	79.97	70.55	61.38	61.45	52.46	44.94	882.51	
2020-2021	867.48	100.94	57.94	61.80	76.09	68.53	61.20	69.91	68.91	72.44	63.91	58.92	56.38	50.51	867.48	
2021-2022	859.58	103.70	65.47	52.61	59.48	70.49	70.91	57.34	70.07	67.77	74.58	63.63	51.29	52.24	859.58	
2022-2023	848.42	105.22	61.25	62.75	52.16	60.91	68.31	68.93	56.67	69.35	64.06	66.24	62.28	50.29	848.42	-1.30%
2023-2024	814.35	96.73	57.25	55.46	62.93	53.91	60.53	61.26	65.13	58.22	66.14	62.65	53.88	60.26	814.35	-4.02%
MDE's Site 9.2.25	792.56	90.94	53.96	59.50	55.92	62.25	55.83	59.25	61.98	63.68	56.37	66.51	58.58	47.79	792.56	-2.68%
Enrollment 9.8.25	821.00 **	94.00	61.00	56.00	57.00	57.00	59.00	59.00	59.00	66.00	67.00	59.00	65.00	62.00	821.00	3.59%
Estimate 2027	795.05 **	94.00	60.00	60.15	55.78	56.83	56.26	57.05	56.58	57.41	64.35	62.78	52.51	61.36	795.05	-3.16%
Estimate 2028	770.64 **	94.00	60.00	59.16	59.91	55.61	56.09	54.40	54.71	55.05	55.97	60.30	55.87	49.57	770.64	-3.07%
Estimate 2029	758.87 **	94.00	60.00	59.16	58.92	59.73	54.89	54.24	52.17	53.24	53.68	52.45	53.66	52.74	758.87	-1.53%

* includes ECSE, Full K & VPK

** Used the Grade Progression Ratio that is for all years wt. average (shown below)

K-1	1-2	2-3	3-4	4-5	5-6	6-7	7-8	8-9	9-10	10-11	11-12
0.959	0.986	0.996	0.997	0.987	0.967	0.959	0.973	0.975	0.937	0.890	0.944

ISD #317 – DEER RIVER PUBLIC SCHOOLS BOARD OF EDUCATION

AGENDA ANALYSIS FORM

Board Meeting of September 8, 2025

SUBJECT: Update 2025-2026 School Meal Prices for Adult Lunch & Student Second Lunch

Board Action X Status or Scheduled Report Information only

BACKGROUND/RATIONALE:

Minnesota Department of Education just announced its School Nutrition Program (SNP) Adult Meal Pricing Requirements for School Year (SY) 2025-26 on Tuesday, August 26, 2025.

School Nutrition Programs (SNP)

Adult Meal Pricing Requirements for School Year (SY) 2025-26

The required minimum meal prices for adults and other non-program meals for SY 2025-26 are listed below. Sponsors contracting with a vended meal provider or food service management company may need to adjust upwards to cover the full cost of the meal. See [FNS Instruction 782-5 REV. 1](#).

Minimum adult prices for SY 2025-26 (and other non-program meals):

- Breakfast: \$2.50
- Lunch: \$5.05

Based on this announcement, ISD #317 will need to increase the cost of our Junior and Senior High **Second** Lunch Price and Adult Lunch Price. After discussing this new Minimum Adult Prices, ISD #317 Food Service Department agreed to increase the cost to \$5.25.

Below are the meal prices for ISD #317, Deer River Public School District for the FY26 school year with the changes highlighted:

FY26 PRICES

Elementary Breakfast	\$1.50	Milk	\$0.50
Elementary Lunch	\$2.15	Adult Milk	\$0.50
		Juice	\$0.50
High School Breakfast	\$1.60	Adult Breakfast	\$2.75
High School Lunch	\$2.40	Adult Lunch	\$5.25
Student Second Breakfast*	\$2.75	Breakfast 2 nd Entrée	\$2.00
Student Second Lunch*	\$5.25	Lunch 2 nd Entrée	\$3.00

** A second breakfast and/or a second lunch is considered an ala carte item and MUST be priced at the adult meal rate.*

PRESENTER(S):

Jennifer Drotts, Business Manager

SUPERINTENDENT'S RECOMMENDATION:

Approve the updated meal prices.



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Home of the Warriors

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King Pride

At a regular meeting of the ISD 317 board of Directors on September 9, 2025, member

_____ moved the adoption of the following resolution:

RESOLUTION ESTABLISHING AN ABSENTEE BALLOT BOARD

WHEREAS, Itasca County is required by Minnesota Statutes 203B.121, Subd. 1 to establish an Absentee Ballot Board effective September 8th, 2025; and

WHEREAS, this board will bring uniformity in the processing of accepting or rejecting returned absentee ballots in Itasca County; and

WHEREAS, the Absentee Ballot Board would consist of a sufficient number of election judges as provided in sections 204B.19 to 204B.22 or deputy county auditors trained in the processing and counting of absentee ballots;

THEREFORE, BE IT RESOLVED THAT, the School Board of **Independent School Dist. 317** hereby establishes an Absentee Ballot Board that would consist of a sufficient number of election judges as provided in sections 204B.19 to 204B.22 or deputy auditors to perform the task.

The motion for the adoption of the foregoing resolution was duly seconded by

SCHOOL BOARD MEMBERS	VOTE			
Kongsjord, Lloyd	Yes____	No____	Absent____	Abstain____
White, Jonathan	Yes____	No____	Absent____	Abstain____
Thompson, Pam	Yes____	No____	Absent____	Abstain____
Fairbanks, Kyle	Yes____	No____	Absent____	Abstain____
Robinson, LuAnn	Yes____	No____	Absent____	Abstain____
Goggleye, George	Yes____	No____	Absent____	Abstain____

STATE OF MINNESOTA
COUNTY OF ITASCA

I, the undersigned, being the duly qualified and acting Clerk of Independent School District No. 317 (Deer River), State of Minnesota, hereby certify that the attached and foregoing is a full, true and correct transcript of the minutes of a meeting of the school board of said district duly called and held on the

date therein indicated, so far as such minutes relate to the establishment of combined polling places and that the resolution included therein is a full, true and correct copy of the original thereof.

WITNESS MY HAND officially as such clerk this 8th day of September 2025.

School Board Clerk



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**NOTICE OF SPECIAL ELECTION
INDEPENDENT SCHOOL DISTRICT NO. 317
(DEER RIVER SCHOOLS)
STATE OF MINNESOTA**

NOTICE IS HEREBY GIVEN that a special election has been called and will be held in and for Independent School District No. 317 (Deer River Schools), State of Minnesota, on Tuesday, November 4, 2025, for the purpose of voting on the following questions:

**School District Question 1
Approval of Capital Project Levy
Authorization for Technology**

The school board of Independent School District No. 317 (Deer River Schools) has proposed a capital project levy authorization of 3.945% times the net tax capacity of the school district. The money raised from the capital project levy authorization will provide funds for school district technology, including technology systems related to safety and security, classroom and building technology, digital curriculum, support and maintenance of software, software licenses, computers, technology infrastructure and network improvements, device replacement, and to pay the costs of technology related personnel and training. The proposed capital project levy authorization will raise approximately \$500,000 for taxes payable in 2026, the first year it is to be levied, and would be authorized for ten years. The estimated total costs of the projects to be funded over that time period is approximately \$5,000,000.

Shall the capital project levy proposed by the school board of Independent School District No. 317 be approved?

**BY VOTING "YES" ON THIS BALLOT QUESTION, YOU ARE VOTING
FOR A PROPERTY TAX INCREASE.**

**School District Question 2
Approval of School District
Referendum Revenue Authorization**

The school board of Independent School District No. 317 (Deer River Schools) has proposed to increase its general education revenue by \$300 per pupil. The proposed referendum revenue authorization would be applicable for ten years beginning with taxes payable in 2026, and increase each year by the rate of inflation beginning with taxes payable in 2027, unless otherwise revoked or reduced as provided by law.

Shall the increase in the revenue proposed by the school board of Independent School District No. 317 be approved?

**BY VOTING "YES" ON THIS BALLOT QUESTION, YOU ARE
VOTING FOR A PROPERTY TAX INCREASE.**

There will be no mail ballot precincts for this special election.

The combined polling places for this election and the precincts served by the combined polling place will be as follows:

COMBINED POLLING PLACE AND PRECINCTS SERVED:

King Elementary School
500 Fifth Street S.E.
Deer River, Minnesota

This combined polling place serves all territory in Independent School District No. 317 located in the City of Deer River and the City of Zemple; Deer River, Morse, Oteneagen Townships; and unorganized Deer Lake Township (57-26), all in Itasca County; and Torrey Township and unorganized Wahnena Township #5, in Cass County, Minnesota.

Ball Club Community Center
30975 Arctic Road
Deer River, Minnesota

This combined polling place serves all territory in Independent School District No. 317 located in unorganized Ball Club Township (145-26), unorganized Winnibigoshish Township (146-26), and unorganized Wellers McCormick Township; Itasca County, Minnesota.



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King Pride

Jesse Lake Lutheran Church
45834 County Road 4
Talmoon, Minnesota

This combined polling place serves all territory in Independent School District No. 317 located in Bowstring, Lake Jessie, Liberty, Marcell, Sand Lake, Stokes and Wirt Townships, and unorganized Grave Lake Township (58-26 and 58-27); Itasca County, Minnesota.

Inger Community Center
53714 County Road 146
Deer River, Minnesota

This polling place serves all territory in Independent School District No. 317 located in unorganized Inger Township (147-26); Itasca County, Minnesota.

Any eligible voter residing in the School District may vote at said election at the combined polling place designated above for the precinct in which he or she resides. The polls for said election will be opened at 12:00 o'clock p.m. and will close at 8:00 o'clock p.m. on the date of said election.

A voter must be registered to vote to be eligible to vote in this election. An unregistered individual may register to vote at the combined polling place designated above for the precinct in which he or she resides on election day.

Dated: _____, 2025.

BY ORDER OF THE SCHOOL BOARD

/s/ _____
School District Clerk
Independent School District No. 317

(Deer River Schools)
State of Minnesota



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The annual dollar increases for typical residential homesteads, apartments, commercial-industrial properties, and most other classes of property within the School District are as shown in the table below.

For agricultural property (both homestead and non-homestead), the taxes for School District Question 2 will be based on the value of the house, garage and surrounding one acre of land only. There will be no referendum taxes paid on the value of other agricultural lands and building for School District Question 2. For seasonal residential recreational property (i.e. cabins), there will be no taxes paid for School District Question 2.

ESTIMATES PRIOR TO ELECTION

Deer River Schools, ISD 317

Estimated Tax Impact of Capital Project Levy and Increase and Operating Referendum Authority

November 4, 2025 Election

7/1/2025

	Question 1	Question 2	Both Questions
	Capital Project Levy	Annual Operating Referendum Revenue	Total
Change in Per Pupil Authority		\$300.00	
Taxes Payable 2026 (Revenue Fiscal Year 2026-27)	\$500,000	\$252,000	\$752,000

Type of Property	Estimated Market Value	Estimated Annual Tax Impact Taxes Payable in 2026*		
Residential	\$75,000	\$18	\$29	\$47
	100,000	25	39	64
	150,000	46	59	105
	200,000	68	79	147
	250,000	89	98	187
	300,000	111	118	229
	400,000	154	157	311
Commercial/ Industrial	500,000	197	197	394
	\$50,000	\$30	\$20	\$50
	100,000	59	39	98
	250,000	168	98	266
Agricultural Homestead**	500,000	365	197	562
	\$2,000	\$0.39	\$0	\$0.39
	3,000	0.59	0	0.59
	4,000	0.79	0	0.79
Agricultural Non-Homestead**	5,000	0.99	0	0.99
	\$2,000	\$0.79	\$0	\$0.79
	3,000	1.18	0	1.18
	4,000	1.58	0	1.58
Seasonal Recreational Residential	5,000	1.97	0	1.97
	\$100,000	\$39	\$0	\$39
	200,000	79	0	79
	300,000	118	0	118
	400,000	158	0	158

* The amounts in the table are based on school district taxes for the proposed operating referendum and capital project levy only, and do not include tax levies for other purposes. Tax increases shown above are gross increases, not including the impact of the state Homestead Credit Refund ("Circuit Breaker") program. Some owners of homestead property may qualify for a refund, based on their income and total property taxes. This may change the net tax for many property owners.

*** Average value per acre is the total estimated market value of all land & buildings divided by total acres. If the property includes a home, then the tax impact on the house, garage, and one acre of land will be calculated in addition to the taxes per acre, on the same basis as a residential home or non-homestead property. If the same property owner owns more than \$3.8 million of agricultural homestead land and buildings, a portion of the property will be taxed at the higher non-homestead rate.

NOTE: Agricultural property will pay taxes for the proposed operating referendum based only on the value of the house, garage and one acre. Seasonal recreational residential property (i.e., cabins) will pay no taxes for the proposed operating referendum.

<https://www.ehlers-inc.com/calculator/deer-river2025/>

Dated: _____, 2025.

BY ORDER OF THE SCHOOL BOARD

/s/

School District Clerk
Independent School District No. 317
(Deer River Schools)
State of Minnesota



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Member _____ introduced the following resolution and moved its adoption,
which motion was seconded by Member _____:

**RESOLUTION RELATING TO APPOINTING ELECTION JUDGES FOR
THE NOVEMBER 4, 2025 SCHOOL DISTRICT SPECIAL ELECTION**

BE IT RESOLVED by the School Board (the Board) of Independent School District No. 317
(Deer River), Minnesota (the School District) as follows:

It is hereby found, determined and declared as follows:

1. The following individuals, each of whom is qualified to serve as an election judge, are hereby appointed as judges of election for the School District's special election on November 4, 2025 to act as such at the polling places listed below:

King Elementary School
500 5th Street SE
Deer River, MN

David Marty
Gwenn Smith
Vicky Lorenz
Emily Christensen

Ball Club Community Center
30975 Arctic Road
Deer River, MN

Todd Christensen
Rita Fideldy
Deanna Hron

Jesse Lake Lutheran Church
45834 County Road 4
Talmoon, MN

Doug Braff
David Lorenz
Valerie Conner
Cecelia Huotari

Inger Community Center
53714 County Road 146
Deer River, MN

John Nelson
Chris Schultz
Tracy Chase

2. The election judges shall act as clerks of election, count the ballots cast and submit the results to the Board for canvass in the manner provided for other school district elections.

Upon vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

whereupon the resolution was declared duly passed and adopted.

WITNESS MY HAND officially as such clerk this 8th day of September 2025.

School Board Clerk

Adopted: 9-8-25

Revised: _____

MSBA/MASA Model Policy 203
Orig. 1995
Rev. 2009

203 OPERATION OF THE SCHOOL BOARD – GOVERNING RULES

I. PURPOSE

The purpose of this policy is to provide governing rules for the conduct of meetings of the school board.

II. GENERAL STATEMENT OF POLICY

An orderly school board meeting allows school board members to participate in discussion and decision of school district issues. Rules of order allow school board members the opportunity to review school-related topics, discuss school business items, and bring matters to conclusion in a timely and consistent manner.

III. RULES OF ORDER

Rules of order for school board meetings shall be as follows:

- A. Minnesota statutes where specified;
- B. Specific rules of order as provided by the school board consistent with Minnesota statutes; and
- C. *Robert's Rules of Order* (latest edition) where not inconsistent with A. and B., above.

[Note: The editions of Robert's Rules of Order differ, so specifying the edition used is important.]

Legal References: Minn. Stat. Ch. 13D (Open Meeting Law)
Minn. Stat. § 123B.09, Subds. 6, 7, and 10 (Boards of Independent School Districts)
Minn. Stat. § 123B.14 (Officers of Independent School Districts)

Cross References: None

Adopted: 9-8-25

MSBA/MASA Model Policy 416

Orig. 1995

Revised: _____

Rev. 2025

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

district property. Employees under the influence of alcohol or cannabis are prohibited from entering or remaining on school district property.

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

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

A. General Statement of Policy

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

B. Definitions

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

3. "Breath Alcohol Technician" (BAT) means an individual who instructs and assists individuals in the alcohol testing process and who operates the EBT.
4. "Commercial Motor Vehicle" (CMV) includes a vehicle that is designed to transport 16 or more passengers, including the driver.
5. "Designated Employer Representative" (DER) means an employee authorized by the school district to take immediate action to remove employees from safety-sensitive duties, or cause employees to be removed from these covered duties, and to make required decisions in the testing and evaluation process. The DER receives test results and other communications for the school district.
6. "Department of Transportation" (DOT) means United States Department of Transportation.
7. "Direct Observation" means observation of alcohol or controlled substances use and does not include observation of employee behavior or physical characteristics sufficient to warrant reasonable suspicion testing.
8. "Driver" is any person who operates a CMV, including full-time, regularly employed drivers, casual, intermittent, or occasional drivers, leased drivers, and independent owner-operator contractors.
9. "Evidential Breath Testing Device" (EBT) means a device approved by the National Highway Traffic Safety Administration for the evidentiary testing of breath for alcohol concentration and placed on its Conforming Products List for such devices.
10. "Licensed Medical Practitioner" means a person who is licensed, certified, and/or registered, in accordance with applicable Federal, State, local, or foreign laws and regulations, to prescribe controlled substances and other drugs.
11. "Medical Review Officer" (MRO) means a licensed physician responsible for receiving and reviewing laboratory results generated by the school district's drug testing program and for evaluating medical explanations for certain drug tests.
12. "Refusal to Submit" (to an alcohol or controlled substances test) means that a driver: (a) fails to appear for any test within a reasonable time, as determined by the school district, consistent with applicable DOT regulations, after being directed to do so; (b) fails to remain at the testing site until the testing process is complete; (c) fails to provide a urine specimen or an adequate amount of saliva or breath for any DOT drug or alcohol test; (d) fails to permit the observation or monitoring of the driver's provision of a specimen in the case of a directly observed or monitored collection in a drug test; (e) fails to provide a sufficient breath specimen or sufficient amount of urine when directed and a determination has been made that no adequate medical explanation for the failure exists; (f) fails or declines to take an additional test as directed by the school district or the collector; (g) fails to undergo a medical examination or evaluation, as directed by the MRO or the DER; (h) fails to cooperate with any part of the testing process (e.g., refuses to empty pockets when so directed by the collector, behaves in a confrontational way that disrupts the collection process, fails to wash hands after being directed to do so by the collector, fails to sign the certification on the forms); (i) fails to

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

13. "Safety-Sensitive Functions" are on-duty functions from the time the driver begins work or is required to be in readiness to work until relieved from work and all responsibility for performing work, and include such functions as driving, loading and unloading vehicles, or supervising or assisting in the loading or unloading of vehicles, servicing, repairing, obtaining assistance to repair, or remaining in attendance during the repair of a disabled vehicle.
14. "Screening Test Technician" (STT) means anyone who instructs and assists individuals in the alcohol testing process and operates an ASD.
15. "Stand Down" means the practice of temporarily removing an employee from performing safety-sensitive functions based only upon a laboratory report to the MRO of a confirmed positive test for a drug or drug metabolite, an adulterated test, or a substituted test before the MRO completes the verification process.
16. "Substance Abuse Professional" (SAP) means a qualified person who evaluates employees who have violated a DOT drug and alcohol regulation and makes recommendations concerning education, treatment, follow-up testing, and aftercare.

C. Policy and Educational Materials

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

1. The school district shall provide a copy of this policy and procedures to each driver prior to the start of its alcohol and drug testing program and to each driver subsequently hired or transferred into a position requiring driving of a CMV.
2. The school district shall provide to each driver information required under Title 49 of the Code of Federal Regulations, including information concerning the effects of alcohol and controlled substances use on an individual's health, work, and personal life; signs and symptoms of an alcohol or controlled substance problem (the driver's or a coworker's); and available methods of intervening when an alcohol or controlled substance problem is suspected,

including confrontation, referral to an employee assistance program, and/or referral to management.

3. The school district shall provide written notice to representatives of employee organizations that the information described above is available.
4. The school district shall require each driver to sign a statement certifying that the driver received a copy of the policy and materials. This statement should be in the form of Attachment A to this policy. The school district will maintain the original signed certificate and will provide a copy to the driver if the driver so requests.

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

D. Alcohol and Controlled Substances Testing Program Manager

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

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

E. Specific Prohibitions for Drivers

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

1. Alcohol Concentration

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

2. Alcohol Possession

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

3. On-Duty Use

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

4. Pre-Duty Use

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

5. Use Following an Accident

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

6. Refusal to Submit to a Required Test

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

7. Use of Controlled Substances

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

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

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

9. General Prohibition

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

F. Other Alcohol-Related Conduct

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

G. Prescription Drugs/Cannabinoid Products

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

H. Testing Requirements

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

I. Pre-Employment Testing

- a. A driver applicant shall undergo testing for [alcohol and] controlled substances, including medical cannabis, before the first time the driver performs safety-sensitive functions for the school district.
- b. Tests shall be conducted only after the applicant has received a conditional offer of employment.
- c. To be hired, the applicant must test negative and must sign an agreement in the form of Attachment B to this policy, authorizing former employers to release to the school district all information on the applicant's alcohol tests with results of blood alcohol concentration of 0.04 or higher, or verified positive results for controlled substances, including medical cannabis, or refusals to be tested (including verified adulterated or substituted drug test results), or any other violations of DOT agency drug and alcohol testing regulations, or, if the applicant violated the testing regulations, documentation of the applicant's successful completion of DOT return-to-duty requirements (including follow-up tests), within the preceding two (2) years.
- d. The applicant also must be asked whether he or she has tested positive, or refused to test, on any pre-employment drug or alcohol test administered by an employer to which the employee, during the

last two (2) years, applied for, but did not obtain, safety-sensitive transportation work covered by DOT testing rules.

- e. Before employing a driver subject to controlled substances and alcohol testing, the school district must conduct a full pre-employment query of the federal Commercial Driver's License (CDL) Drug and Alcohol Clearinghouse ("Clearinghouse") to obtain information about whether the driver (1) has a verified positive, adulterated, or substituted controlled substances test result; (2) has an alcohol confirmation test with a concentration of 0.04 or higher; (3) has refused to submit to a test in violation of federal law; or (4) that an employer has reported actual knowledge that the driver used alcohol on duty, before duty, or following an accident in violation of federal law or used a controlled substance in violation of federal law. The applicant must give specific written or electronic consent for the school district to conduct the Clearinghouse full query (see Attachment C to this policy). The school district shall retain the consent for three (3) years from the date of the query.

2. Post-Accident Testing

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

3. Random Testing

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

4. Reasonable Suspicion Testing

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

alcohol test is not administered within eight (8) hours following the determination of reasonable suspicion, the school district shall cease attempts to administer the test and state in the record the reasons for not administering the test.

- d. The supervisor or school district official who makes observations leading to a controlled substances reasonable suspicion test shall make and sign a written record of the observations within twenty-four (24) hours of the observed behavior or before the results of the drug test are released, whichever is earlier.

5. Return-To-Duty Testing

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

6. Follow-Up Testing

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

7. Refusal to Submit and Attendant Consequences

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

must submit to a return-to-duty test prior to being considered for reassignment to safety-sensitive functions.

- e. Drivers or driver applicants who refuse to submit to required testing will be required to sign Attachment D to this policy.

I. Testing Procedures

1. Drug Testing

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

two (72) hours exists, the MRO shall direct the analysis of the split specimen. The MRO will review the confirmed positive test result to determine whether an acceptable medical reason for the positive result exists. The MRO shall confirm and report a positive test result to the DER and the employee when no legitimate medical reason for a positive test result as received from the testing laboratory exists.

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

2. Alcohol Testing

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

J. Driver/Driver Applicant Rights

1. All drivers and driver applicants subject to the controlled substances testing provisions of this policy who receive a confirmed positive test result for the use of controlled substances have the right to request, at the driver's or driver applicant's expense, a confirming retest of the split urine sample. If the confirming retest is negative, no adverse action will be taken against the driver, and a driver applicant will be considered for employment.
2. The school district will not discharge a driver who, for the first time, receives a confirmed positive drug or alcohol test UNLESS:
 - a. The school district has first given the employee an opportunity to participate in, at the employee's own expense or pursuant to coverage under an employee benefit plan, either a drug or alcohol counseling or rehabilitation program, whichever is more appropriate, as determined by the school district after consultation with the SAP; and
 - b. The employee refuses to participate in the recommended program, or fails to successfully complete the program as evidenced by withdrawal before its completion or by a positive test result on a confirmatory test after completion of the program.
 - c. This limitation on employee discharge does not bar discharge of an employee for reasons independent of the first confirmed positive test result.

K. Testing Laboratory

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

L. Confidentiality of Test Results

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

M. Recordkeeping Requirements and Retention of Records

1. The school district shall keep and maintain records in accordance with the federal regulations in a secure location with controlled access.
2. The required records shall be retained for the following minimum periods:

Basic records	5 years

"Basic records" includes records of: (a) alcohol test results with

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

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

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

3. Personal Information

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

- a. The name of the person tested;
- b. Any verified positive, adulterated, or substituted drug test result;
- c. Any alcohol confirmation test with a BAC concentration of 0.04 or higher;
- d. Any refusal to submit to any test required hereunder;
- e. Any report by a supervisor of actual knowledge of use as follows
 - (1) Any on-duty alcohol use;
 - (2) Any pre-duty alcohol use;
 - (3) Any alcohol use following an accident; and
 - (4) Any controlled substance use.
- f. Any report from a substance abuse professional certifying successful completion of the return-to-work process;
- g. Any negative return-to-duty test; and
- h. Any employer's report of completion of follow-up testing.

N. Training

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

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

O. Consequences of Prohibited Conduct and Enforcement

1. Removal

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

2. Referral, Evaluation, and Treatment

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

3. Disciplinary Action

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

P. Other Testing

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

Q. Report to Clearinghouse

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

R. Annual Clearinghouse Query

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

entity not directly involved in assessing and evaluating whether a prohibition applies with respect to the individual to operate a CMV for the school district.

4. The school district may use an individual's Clearinghouse record only to assess and evaluate whether a prohibition applies with respect to the individual to operate a CMV for the school district.

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

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

A. Definitions

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

Statutes, section 181.953, subdivision 1.

7. "Job Applicant" means a person, independent contractor, or person working for an independent contractor who applies to become an employee of the school district in a position that does not require a commercial driver's license, and includes a person who has received a job offer made contingent on the person's passing drug or alcohol testing. Job applicants for positions requiring a commercial driver's license are governed by the provisions of the school district's drug and alcohol testing policy relating to school bus drivers (Section III).
8. "Oral fluid test" means analysis of a saliva sample for the purpose of measuring the presence of the same substances as drug and alcohol testing and cannabis testing that:
 - a. can detect drugs, alcohol, cannabis, or their metabolites in levels at or above the threshold detection levels contained in the standards of one of the programs listed in Minnesota Statutes, section 181.953, subdivision 1; and
 - b. does not require the services of a testing laboratory under section 181.953, subdivision 1.

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

9. "Other Employees" means any persons, independent contractors, or persons working for an independent contractor who perform services for the school district for compensation, either full time or part time, in whatever form, except for persons whose positions require a commercial driver's license, and includes both professional and nonprofessional personnel. Persons whose positions require a commercial driver's license are primarily governed by the provisions of the district's drug and alcohol testing policy relating to school bus drivers (Section III.). To the extent that the drug and alcohol testing of persons whose positions require a commercial driver's license is not mandated by federal law and regulations, such testing shall be governed by Section IV. of this policy and the drivers shall fall within this definition of "other employees."
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 school district discretion to waive the selection of any employee selected under the mechanism.
12. "Reasonable Suspicion" means a basis for forming a belief based on specific facts and rational inferences drawn from those facts.

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

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

1. General Limitations

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

2. Cannabis Testing Exceptions

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

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

3. Job Applicant Testing

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

subsequently withdrawn, the school district shall notify the job applicant of the reason for its action.

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

4. 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 181.957, unless stated otherwise.

5. Random Testing

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

6. Reasonable Suspicion Testing

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

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

7. Treatment Program Testing

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

8. Routine Physical Examination Testing

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

C. No Legal Duty to Test

The school district does not have a legal duty to request or require any employee or

job applicant whose position does not require a commercial driver's license to undergo drug and alcohol testing.

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

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

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

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

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

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

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

E. Reliability and Fairness Safeguards

1. Pretest Notice

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

2. Notice of Test Results

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

3. Notice of and Right to Test Result Report

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

4. Notice of and Right to Explain Positive Test Result

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

5. Notice of and Right to Request Confirmatory Retests

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

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

Attachments 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 school district may not discharge, discipline, discriminate against, request, or require rehabilitation of an employee on the basis of a positive test result from an initial screening test that has not been verified by a confirmatory test.
2. In the case of a positive test result on a confirmatory test, the employee shall be subject to discipline which includes, but is not limited to, immediate suspension without pay and immediate discharge, pursuant to the provisions of this policy.
3. The school district may not discharge an employee for whom a positive test result on a confirmatory test was the first such result for the employee on a drug or alcohol test or cannabis test requested by the school district, unless the following conditions have been met:
 - a. The school district has first given the employee an opportunity to participate in, at the employee's own expense or pursuant to coverage under an employee benefit plan, either a drug, alcohol, or cannabis counseling or rehabilitation program, whichever is more appropriate, as determined by the school district after consultation with a certified chemical abuse counselor or a physician trained in the diagnosis and treatment of chemical dependency; and
 - b. The employee has either refused to participate in the counseling or rehabilitation program or has failed to successfully complete the program, as evidenced by withdrawal from the program before its completion or by a positive test result on a confirmatory test after completion of the program.
4. Notwithstanding Paragraph 1., the school district may temporarily suspend the tested employee or transfer that employee to another position at the same rate of pay pending the outcome of the confirmatory test and, if requested, the confirmatory retest, provided the school district believes that it is reasonably necessary to protect the health or safety of the employee, co-employees or the public. An employee who has been suspended without pay must be reinstated with back pay if the outcome of the confirmatory test or requested confirmatory retest is negative.
5. The school district may not discharge, discipline, discriminate against, request, or require rehabilitation of an employee on the basis of medical history information or the employee's status as a patient enrolled in the medical cannabis registry program revealed to the school district, unless the employee was under an affirmative duty to provide the information before, upon, or after hire, or failing to do so would violate federal law or regulations or cause the school district to lose money or licensing-related benefit under federal law or

regulations.

6. The school district may not discriminate against any employee in termination, discharge, or any term of condition of employment or otherwise penalize an employee based upon an employee registered patient's positive drug test for cannabis components or metabolites, unless the employee used, possessed, or was impaired by medical cannabis on school district property during the hours of employment.
7. An employee must be given access to information in the individual's personnel file relating to positive test result reports and other information acquired in the drug and alcohol testing process or cannabis testing process and conclusions drawn from and actions taken based on the reports or other acquired information.

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

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

H. Chain-of-Custody Procedures

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

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

I. Privacy, Confidentiality and Privilege Safeguards

1. Privacy Limitations

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

2. Confidentiality Limitations

With respect to employees and job applicants, test result reports and other information acquired in the drug or alcohol testing process are private data on

individuals as that phrase is defined in Minnesota Statutes, chapter 13, and may not be disclosed by the school district or laboratory to another employer or to a third-party individual, governmental agency, or private organization without the written consent of the employee or job applicant tested.

3. Exceptions to Privacy and Confidentiality Disclosure Limitations

Notwithstanding Paragraphs 1. 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 school district drug or alcohol testing program may not be used as evidence in a criminal action against the employee or job applicant tested.

J. Notice of Testing Policy to Affected Employees

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

V. POSTING

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

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. Ch. 43A (State Personnel Management)
Minn. Stat. § 151.72 (Sale of Certain Cannabinoid Products)
Minn. Stat. § 152.01 (Definitions)
Minn. Stat. § 152.22 (Definitions; Medical Cannabis)
Minn. Stat. § 152.23 (Limitations; Medical Cannabis)
Minn. Stat. § 152.32 (Protections for Registry Program Participation)
Minn. Stat. § 176.011, Subd. 16 (Definitions; Personal Injury)
Minn. Stat. §§ 181.950-181.957 (Drug and Alcohol Testing in the Workplace)
Minn. Stat. § 221.031 (Motor Carrier Rules)
49 U.S.C. § 31306 (Omnibus Transportation Employee Testing Act of 1991)
49 U.S.C. 31306a (National Clearinghouse for Controlled Substance and Alcohol Test Results of Commercial Motor Vehicle Operators)
49 U.S.C. § 521(b) (Civil and Criminal Penalties for Violations)

49 C.F.R. Parts 40 (Department of Transportation Rules Implementing
Omnibus Transportation Employee Testing Act of 1991)
49 C.F.R. Part 382 (Controlled Substances and Alcohol Use and Testing)

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

418 DRUG-FREE WORKPLACE/DRUG-FREE SCHOOL

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

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. DEFINITIONS

- A. "Alcohol" includes any alcoholic beverage containing more than one-half of one percent alcohol by volume.
- B. "Controlled substances" include narcotic drugs, hallucinogenic drugs, amphetamines, barbiturates, marijuana, anabolic steroids, or any other controlled substance as defined in Schedules I through V of the Controlled Substances Act, 21 United States Code, section 812, including analogues and look-alike drugs.
- C. "Edible cannabinoid product" means any product that is intended to be eaten or consumed as a beverage by humans, contains a cannabinoid in combination with food ingredients, and is not a drug.
- D. "Nonintoxicating cannabinoid" means substances extracted from certified hemp plants

that do not produce intoxicating effects when consumed by injection, inhalation, ingestion, or by any other immediate means.

- E. "Medical cannabis" means any species of the genus cannabis plant, or any mixture or preparation of them, including whole plant extracts and resins, and is delivered in the form of: (1) liquid, including, but not limited to, oil; (2) pill; (3) vaporized delivery method with use of liquid or oil but which does not require the use of dried leaves or plant form; (4) combustion with use of dried raw cannabis; or (5) any other method approved by the Commissioner of the Minnesota Department of Health ("Commissioner").
- F. "Possess" means to have on one's person, in one's effects, or in an area subject to one's control.
- G. "School location" includes any school building or on any school premises; in any school-owned vehicle or in any other school-approved vehicle used to transport students to and from school or school activities; off school property at any school-sponsored or school-approved activity, event, or function, such as a field trip or athletic event, where students are under the jurisdiction of the school district; or during any period of time such employee is supervising students on behalf of the school district or otherwise engaged in school district business.
- H. "Sell" means to sell, give away, barter, deliver, exchange, distribute or dispose of to another, or to manufacture; or to offer or agree to perform such an act, or to possess with intent to perform such an act.
- I. "Toxic substances" includes: (1) glue, cement, aerosol paint, containing toluene, benzene, xylene, amyl nitrate, butyl nitrate, nitrous oxide, or containing other aromatic hydrocarbon solvents, but does not include glue, cement, or paint contained in a packaged kit for the construction of a model automobile, airplane, or similar item; (2) butane or a butane lighter; or (3) any similar substance declared to be toxic to the central nervous system and to have a potential for abuse, by a rule adopted by the Commissioner.
- I. "Use" means to sell, buy, manufacture, distribute, dispense, be under the influence of, or consume in any manner, including, but not limited to, consumption by injection, inhalation, ingestion, or by any other immediate means.

IV. EXCEPTIONS

- A. A violation of this policy does not occur when a person brings onto a school location, for such person's own use, a controlled substance, except medical cannabis, nonintoxicating cannabinoids, or edible cannabinoid products, which has a currently accepted medical use in treatment in the United States and the person has a physician's prescription for the substance. The person shall comply with the relevant procedures of this policy.
- B. A violation of this policy does not occur when a person possesses an alcoholic beverage in a school location when the possession is within the exceptions of Minnesota Statutes, section 624.701, subdivision 1a (experiments in laboratories; pursuant to a temporary license to sell liquor issued under Minnesota laws or possession after the purchase from such a temporary license holder).
- C. A violation of this policy does not occur when a person uses or possesses a toxic substance unless they do so with the intent of inducing or intentionally aiding another in inducing intoxication, excitement, or stupefaction of the central nervous system,

except under the direction and supervision of a medical doctor.

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

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

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

[NOTE: The 2025 Minnesota legislature amended this law.]

V. PROCEDURES

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

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

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

[NOTE: The Drug-Free Workplace Act requires that school district employees be notified by a published statement of the prohibition of the use of controlled substances and actions that will be taken against employees for violations of

such prohibition (41 United States Code section 8103; 34 Code of Federal Regulations Part 84). An acknowledgment will document satisfaction by the school district of this federal requirement.]

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

VI. SCHOOL PROGRAMS

- A. Starting in the 2026-2027 school year, the school district must implement a comprehensive education program on cannabis use and substance use, including but not limited to the use of fentanyl or mixtures containing fentanyl, for students in middle school and high school. The program must include instruction on the topics listed in Minnesota Statutes, section 120B.215, subdivision 1 and must:
 - 1. respect community values and encourage students to communicate with parents, guardians, and other trusted adults about cannabis use and substance use, including but not limited to the use of fentanyl or mixtures containing fentanyl; and
 - 2. refer students to local resources where students may obtain medically accurate information about cannabis use and substance use, including but not limited to the use of fentanyl or mixtures containing fentanyl, and treatment for a substance use disorder.

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

- B. School district efforts to develop, implement, or improve instruction or curriculum as a result of the provisions of this section must be consistent with Minnesota Statutes, sections 120B.10 and 120B.11.
- C. Notwithstanding any law to the contrary, the school district shall have a procedure for a parent, a guardian, or an adult student 18 years of age or older to review the content of the instructional materials to be provided to a minor child or to an adult student

pursuant to this article. The district must allow a parent or adult student to opt out of instruction under this article with no academic or other penalty for the student and must inform parents and adult students of this right to opt out.

VII. ENFORCEMENT

A. Students

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

B. Employees

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

C. The Public

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

an escort.

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

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

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

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

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

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

425 STAFF DEVELOPMENT AND MENTORING

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

I. PURPOSE

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

II. ADVISORY STAFF DEVELOPMENT COMMITTEE AND SITE PROFESSIONAL DEVELOPMENT TEAMS

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

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

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

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

III. DUTIES OF THE ADVISORY STAFF DEVELOPMENT COMMITTEE

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

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

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

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

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

2. The means to achieve the Staff Development outcomes;
3. The procedures for evaluating progress at each school site toward meeting educational outcomes consistent with relicensure requirements under Minnesota Statutes, section 122A.187;
4. Ongoing staff development activities that contribute toward continuous improvement in achievement of the following goals:
 - a. Improve student achievement of state and local education standards in all areas of the curriculum, including areas of regular academic and applied and experiential learning, by using research-based best practices methods;
 - b. Effectively meet the needs of a diverse student population, including at-risk children, children with disabilities, English learners, and gifted children, within the regular classroom, applied and experiential learning settings, and other settings;
 - c. Provide an inclusive curriculum for a racially, ethnically, linguistically, and culturally diverse student population that is consistent with state education diversity rule and the district's education diversity plan;
 - d. Improve staff collaboration and develop mentoring and peer coaching programs for teachers new to the school or district;
 - e. Effectively teach and model violence prevention policy and curriculum that address early intervention alternatives, issues of harassment, and teach nonviolent alternatives for conflict resolution;
 - f. Effectively deliver digital and blended learning and curriculum and engage students with technology; and
 - g. Provide teachers and other members of site-based management teams with appropriate management and financial management skills.
5. The Staff Development Plan also must:
 - a. Support stable and productive professional communities achieved through ongoing and schoolwide progress and growth in teaching practice;
 - b. Emphasize coaching, professional learning communities, classroom action research, and other job-embedded models;

- c. Maintain a strong subject matter focus premised on students' learning goals consistent with Minnesota Statutes, section 120B.125;
 - d. Ensure specialized preparation and learning about issues related to teaching English learners and students with special needs by focusing on long-term systemic efforts to improve educational services and opportunities and raise student achievement; and
 - e. Reinforce national and state standards of effective teaching practice.
6. Staff development activities must:
- a. Focus on the school classroom and research-based strategies that improve student learning;
 - b. Provide opportunities for teachers to practice and improve their instructional skills over time;
 - c. Provide opportunities for teachers to use student data as part of their daily work to increase student achievement;
 - d. Enhance teacher content knowledge and instructional skills, including to accommodate the delivery of digital and blended learning and curriculum and engage students with technology;
 - e. Align with state and local academic standards;
 - f. Provide opportunities to build professional relationships, foster collaboration among principals and staff who provide instruction, and provide opportunities for teacher-to-teacher mentoring;
 - g. Align with the plan, if any, of the district or site for an alternative teacher professional pay system;
 - h. Provide teachers of English learners, including English as a second language, and content teachers with differentiated instructional strategies critical for ensuring students long-term academic success, the means to effectively use assessment data on the academic literacy, oral academic language, and English language development of English learners, and skills to support native and English language development across the curriculum; and
 - i. Provide opportunities for staff to learn about current workforce trends, the connections between workforce trends and postsecondary education, and training options, including career and technical education options.
7. Staff development activities may include curriculum development and curriculum training programs and activities that provide teachers and other members of site-based teams training to enhance team performance.
8. The school district may implement other staff development activities required by law and activities associated with professional teacher compensation models.

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

- C. The Advisory Staff Development Committee will assist Site Professional Development Teams in developing a site plan consistent with the goals and outcomes of the Staff Development Plan.
- D. The Advisory Staff Development Committee will evaluate staff development efforts at the site level and will report to the school board on a quarterly basis* the extent to which staff at the site have met the outcomes of the Staff Development Plan.
- E. In addition to developing a Staff Development Plan, the Staff Development Advisory Committee also must develop teacher mentoring programs for teachers new to the profession or school district, including teaching residents, teachers of color, teachers who are American Indian, teachers in license shortage areas, teachers with special needs, or experienced teachers in need of peer coaching. Teacher mentoring programs must be included in or aligned with the school district's teacher evaluation and peer review processes under Minnesota Statutes, sections 122A.40, subdivision 8 or 122A.41, subdivision 5.
- F. The Advisory Staff Development Committee shall assist the school district in preparing any reports required by the Minnesota Department of Education (MDE) relating to staff development or teacher mentoring including, but not limited to, the reports referenced in Section VII. below.

IV. DUTIES OF THE SITE PROFESSIONAL DEVELOPMENT TEAM

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

V. STAFF DEVELOPMENT FUNDING

- A. Unless the school district is in statutory operating debt or a majority of the school board and a majority of its licensed teachers annually vote to waive the requirement to reserve basic revenue for staff development, the school district will reserve an amount equal to at least two percent of its basic revenue for: (1) teacher development and evaluation under Minnesota Statutes, section 122A.40, subdivision 8 or 122A.41, subdivision 5; (2)

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

principal development and evaluation under section 123B.147, subdivision. 3; (3) professional development under section 122A.60; (4) in-service education for programs under section 120B.22, subdivision 2; and (5) teacher mentorship under section 122A.70, subdivision 1. To the extent extra funds remain, staff development revenue may be used for development plans, including plans for challenging instructional activities and experiences under section 122A.60, and for curriculum development and programs, other in-service education, teacher's workshops, teacher conferences, the cost of substitute teachers for staff development purposes, preservice and in-service education for special education professionals and paraprofessionals, and other related costs for staff development efforts. The school district also may use the revenue reserved for staff development for grants to the school district's teachers to pay for coursework and training leading to certification as either a college in the schools teacher or a concurrent enrollment teacher. To receive a grant, the teacher must be enrolled in a program that includes coursework and training focused on teaching a core subject.

- B. The school district may, in its discretion, expend an additional amount of unreserved revenue for staff development based on its needs.
- C. Release time provided for teachers to supervise students on field trips and school activities, or independent tasks not associated with enhancing the teacher's knowledge and instructional skills, such as preparing report cards, calculating grades, or organizing classroom materials, may not be counted as staff development time that is financed with staff development reserved revenue under Minnesota Statutes, section 122A.61.

VI. PROCEDURE FOR USE OF STAFF DEVELOPMENT FUNDS

- A. On a yearly* basis, the Advisory Staff Development Committee, with the assistance of the Site Professional Development Teams, shall prepare a projected budget setting forth proposals for allocating staff development and mentoring funds reserved for each school site. Such budgets shall include, but not be limited to, projections as to the cost of building site training programs, costs of individual staff seminars, and cost of substitutes.
- B. Upon approval of the budget by the school board, the Advisory Committee shall be responsible for monitoring the use of such funds in accordance with the Staff Development Plan and budget. The requested use of staff development funds must meet or make progress toward the goals and objectives of the Staff Development Plan. All costs/expenditures will be reviewed by the school board and/or superintendent for consistency with the Staff Development Plan on a quarterly basis.*
- C. Individual requests from staff for leave to attend staff development activities shall be submitted and reviewed according to school district policy, staff procedures, contractual agreement, and the effect on school district operations. Failure to timely submit such requests may be cause for denial of the request.
- D. The school district may use staff development revenue, special grant programs established by the legislature, or another funding source to pay a stipend to a mentor who may be a current or former teacher who has taught at least three (3) years and is not on an improvement plan. Other initiatives using such funds. or funds available under Minnesota Statutes, sections 124D.861 and 124D.862, may include:

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

1. additional stipends as incentives to mentors of color or who are American Indian;
2. financial supports for professional learning community affinity groups across schools within and between districts for teachers from underrepresented racial and ethnic groups to come together throughout the school year;
3. programs for induction aligned with the school district or school mentorship program during the first three (3) years of teaching, especially for teachers from underrepresented racial and ethnic groups; or
4. grants supporting licensed and nonlicensed educator participation in professional development, such as workshops and graduate courses, related to increasing student achievement for students of color and American Indian students in order to close opportunity and achievement gaps.

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

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

- A. The school district must provide a minimum of eight hours of paid orientation or professional development annually to all paraprofessionals, Title I aides, and other instructional support staff. Six of the eight hours must be completed before the first instructional day of the school year or within 30 days of hire. The school district must consult the exclusive representative for employees receiving this training before creating or planning the training required under this section.
- B. The orientation or professional development must be relevant to the employee's occupation and may include collaboration time with classroom teachers and planning for the school year.
- C. For paraprofessionals who provide direct support to students, at least 50 percent of the professional development or orientation must be dedicated to meeting the requirements of this section. Professional development for paraprofessionals may also address the requirements of Minnesota Statutes, section 120B.363, subdivision 3.
- D. A school administrator must provide an annual certification of compliance with this requirement to the MDE Commissioner.

VIII. REPORTING

- A. The school district and site staff development committee shall prepare a report of the previous fiscal year's staff development activities and expenditures as part of the school district's comprehensive achievement and civic readiness report.
 1. The report must include assessment and evaluation data indicating progress toward district and site staff development goals based on teaching and learning outcomes, including the percentage of teachers and other staff involved in instruction who participate in effective staff development activities.

2. The report will provide a breakdown of expenditures for:
 - a. Curriculum development and curriculum training programs;
 - b. Staff development training models, workshops, and conferences; and
 - c. The cost of releasing teachers or providing substitute teachers for staff development purposes.

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

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

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

Cross References: None.

514 BULLYING PROHIBITION POLICY

[NOTE: School districts are required by statute to have a policy addressing bullying.]

I. PURPOSE

A safe and civil environment is needed for students to learn and attain high academic standards and to promote healthy human relationships. Bullying, like other violent or disruptive behavior, is conduct that interferes with a student's ability to learn and/or a teacher's ability to educate students in a safe environment. The school district cannot monitor the activities of students at all times and eliminate all incidents of bullying between students, particularly when students are not under the direct supervision of school personnel. However, to the extent such conduct affects the educational environment of the school district and the rights and welfare of its students and is within the control of the school district in its normal operations, the school district intends to prevent bullying and to take action to investigate, respond to, and to remediate and discipline for those acts of bullying which have not been successfully prevented. The purpose of this policy is to assist the school district in its goal of preventing and responding to acts of bullying, intimidation, violence, reprisal, retaliation, and other similar disruptive and detrimental behavior.

II. GENERAL STATEMENT OF POLICY

- A. An act of bullying, by either an individual student or a group of students, is expressly prohibited:
 - 1. on the school premises, at the school functions or activities, on the school transportation;
 - 2. by the use of electronic technology and communications on the school premises, during the school functions or activities, on the school transportation, or on the school computers, networks, forums, and mailing lists; or
 - 3. by use of electronic technology and communications off the school premises to the extent such use substantially and materially disrupts student learning or the school environment.
- B. A school-aged child who voluntarily participates in a public school activity, such as a cocurricular or extracurricular activity, is subject to the policy provisions applicable to the public school students participating in the activity.
- C. This policy applies not only to students who directly engage in an act of bullying but also to students who, by their indirect behavior, condone or support another student's act of bullying. This policy also applies to any student whose conduct at any time or in any place constitutes bullying or other prohibited conduct that interferes with or obstructs the mission or operations of the school district or the safety or welfare of the student or other students, or materially and substantially interferes with a student's educational opportunities or performance or ability to participate in school functions or activities or receive school benefits, services, or privileges. This policy also applies to an act of cyberbullying regardless of whether such act is committed on or off school district property and/or with or without the use of school district resources. This policy also

applies to sexual exploitation.

- D. Malicious and sadistic conduct involving race, color, creed, national origin, sex, age, marital status, status with regard to public assistance, disability, religion, sexual harassment, and sexual orientation and gender identity as defined in Minnesota Statutes, chapter 363A is prohibited. This prohibition applies to students, independent contractors, teachers, administrators, and other school personnel.

Malicious and sadistic conduct and sexual exploitation by a school district or school staff member, independent contractor, or enrolled student against a staff member, independent contractor, or student that occurs as described in Article II.A above is prohibited.

- E. No teacher, administrator, volunteer, contractor, or other employee of the school district shall permit, condone, or tolerate bullying.
- F. Apparent permission or consent by a student being bullied does not lessen or negate the prohibitions contained in this policy.
- G. Retaliation against a victim, good faith reporter, or a witness of bullying is prohibited.
- H. False accusations or reports of bullying against another student are prohibited.
- I. A person who engages in an act of bullying, reprisal, retaliation, or false reporting of bullying or permits, condones, or tolerates bullying shall be subject to discipline or other remedial responses for that act in accordance with the school district's policies and procedures, including the school district's discipline policy (See MSBA/MASA Model Policy 506). The school district may take into account the following factors:
 - 1. The developmental ages and maturity levels of the parties involved;
 - 2. The levels of harm, surrounding circumstances, and nature of the behavior;
 - 3. Past incidences or past or continuing patterns of behavior;
 - 4. The relationship between the parties involved; and
 - 5. The context in which the alleged incidents occurred.

Consequences for students who commit prohibited acts of bullying may range from remedial responses or positive behavioral interventions up to and including suspension and/or expulsion. The school district shall employ research-based developmentally appropriate best practices that include preventative and remedial measures and effective discipline for deterring violations of this policy, apply throughout the school district, and foster student, parent, and community participation.

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

Consequences for other individuals engaging in prohibited acts of bullying may include, but not be limited to, exclusion from school district property and events.

- J. The school district will act to investigate all complaints of bullying reported to the school district and will discipline or take appropriate action against any student, teacher,

administrator, volunteer, contractor, or other employee of the school district who is found to have violated this policy.

III. DEFINITIONS

For purposes of this policy, the definitions included in this section apply.

- A. "Bullying" means intimidating, threatening, abusive, or harming conduct that is objectively offensive and:
1. an actual or perceived imbalance of power exists between the student engaging in the prohibited conduct and the target of the prohibited conduct, and the conduct is repeated or forms a pattern; or
 2. materially and substantially interferes with a student's educational opportunities or performance or ability to participate in school functions or activities or receive school benefits, services, or privileges.

The term "bullying" specifically includes cyberbullying, malicious and sadistic conduct, and sexual exploitation.

- B. "Cyberbullying" means bullying using technology or other electronic communication, including, but not limited to, a transfer of a sign, signal, writing, image, sound, or data, including a post on a social network Internet website or forum, transmitted through a computer, cell phone, or other electronic device. The term applies to prohibited conduct which occurs on school premises, on school district property, at school functions or activities, on school transportation, or on school computers, networks, forums, and mailing lists, or off school premises to the extent that it substantially and materially disrupts student learning or the school environment.
- C. "Immediately" means as soon as possible but in no event longer than 24 hours.
- D. "Intimidating, threatening, abusive, or harming conduct" means, but is not limited to, conduct that does the following:
1. Causes physical harm to a student or a student's property or causes a student to be in reasonable fear of harm to person or property;
 2. Under Minnesota common law, violates a student's reasonable expectation of privacy, defames a student, or constitutes intentional infliction of emotional distress against a student; or
 3. Is directed at any student or students, including those based on a person's actual or perceived race, ethnicity, color, creed, religion, national origin, immigration status, sex, marital status, familial status, socioeconomic status, physical appearance, sexual orientation including gender identity and expression, academic status related to student performance, disability, or status with regard to public assistance, age, or any additional characteristic defined in the Minnesota Human Rights Act (MHRA). However, prohibited conduct need not be based on any particular characteristic defined in this paragraph or the MHRA.

- E. "Malicious and sadistic conduct" means creating a hostile learning environment by acting with the intent to cause harm by intentionally injuring another without just cause or reason or engaging in extreme or excessive cruelty or delighting in cruelty.

- F. "On school premises, on school district property, at school functions or activities, or on school transportation" means all school district buildings, school grounds, and school property or property immediately adjacent to school grounds, school bus stops, school buses, school vehicles, school contracted vehicles, or any other vehicles approved for school district purposes, the area of entrance or departure from school grounds, premises, or events, and all school-related functions, school-sponsored activities, events, or trips. School district property also may mean a student's walking route to or from school for purposes of attending school or school-related functions, activities, or events. While prohibiting bullying at these locations and events, the school district does not represent that it will provide supervision or assume liability at these locations and events.
- G. "Prohibited conduct" means bullying, cyberbullying, malicious and sadistic conduct, sexual exploitation, or retaliation or reprisal for asserting, alleging, reporting, or providing information about such conduct or knowingly making a false report about prohibited conduct.
- H. "Remedial response" means a measure to stop and correct prohibited conduct, prevent prohibited conduct from recurring, and protect, support, and intervene on behalf of a student who is the target or victim of prohibited conduct.
- I. "Student" means a student enrolled in a public school or a charter school.

IV. REPORTING PROCEDURE

- A. Any person who believes he or she has been the target or victim of bullying or any person with knowledge or belief of conduct that may constitute bullying or prohibited conduct under this policy shall report the alleged acts immediately to an appropriate school district official designated by this policy. A person may report bullying anonymously. However, the school district may not rely solely on an anonymous report to determine discipline or other remedial responses.
- B. The school district encourages the reporting party or complainant to use the report form available from the principal or building supervisor of each building or available in the school district office, but oral reports shall be considered complaints as well.
- C. The building principal, the principal's designee, or the building supervisor (hereinafter the "building report taker") is the person responsible for receiving reports of bullying or other prohibited conduct at the building level. Any person may report bullying or other prohibited conduct directly to a school district human rights officer or the superintendent. If the complaint involves the building report taker, the complaint shall be made or filed directly with the superintendent or the school district human rights officer by the reporting party or complainant.

The building report taker shall ensure that this policy and its procedures, practices, consequences, and sanctions are fairly and fully implemented and shall serve as the primary contact on policy and procedural matters. The building report taker or a third party designated by the school district shall be responsible for the investigation. The building report taker shall provide information about available community resources to the target or victim of the bullying or other prohibited conduct, the perpetrator, and other affected individuals as appropriate.

- D. A teacher, school administrator, volunteer, contractor, or other school employee shall be particularly alert to possible situations, circumstances, or events that might include

bullying. Any such person who witnesses, observes, receives a report of, or has other knowledge or belief of conduct that may constitute bullying or other prohibited conduct shall make reasonable efforts to address and resolve the bullying or prohibited conduct and shall inform the building report taker immediately. School district personnel who fail to inform the building report taker of conduct that may constitute bullying or other prohibited conduct or who fail to make reasonable efforts to address and resolve the bullying or prohibited conduct in a timely manner may be subject to disciplinary action.

- E. Reports of bullying or other prohibited conduct are classified as private educational and/or personnel data and/or confidential investigative data and will not be disclosed except as permitted by law. The building report taker, in conjunction with the responsible authority, shall be responsible for keeping and regulating access to any report of bullying and the record of any resulting investigation.
- F. Submission of a good faith complaint or report of bullying or other prohibited conduct will not affect the complainant's or reporter's future employment, grades, work assignments, or educational or work environment.
- G. The school district will respect the privacy of the complainant(s), the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the school district's obligation to investigate, take appropriate action, and comply with any legal disclosure obligations.

V. SCHOOL DISTRICT ACTION

- A. Within three school days of the receipt of a complaint or report of bullying or other prohibited conduct, the school district shall undertake or authorize an investigation by the building report taker or a third party designated by the school district.
- B. The building report taker or other appropriate school district officials may take immediate steps, at their discretion, to protect the target or victim of the bullying or other prohibited conduct, the complainant, the reporter, and students or others, pending completion of an investigation of the bullying or other prohibited conduct, consistent with applicable law.
- C. The alleged perpetrator of the bullying or other prohibited conduct shall be allowed the opportunity to present a defense during the investigation or prior to the imposition of discipline or other remedial responses.
- D. Upon completion of an investigation that determines that bullying or other prohibited conduct has occurred, the school district will take appropriate action. Such action may include, but is not limited to, warning, suspension, exclusion, expulsion, transfer, remediation, termination, or discharge. Disciplinary consequences will be sufficiently severe to try to deter violations and to appropriately discipline prohibited conduct. Remedial responses to the bullying or other prohibited conduct shall be tailored to the particular incident and nature of the conduct and the student's developmental age and behavioral history. School district action taken for violation of this policy will be consistent with the requirements of applicable collective bargaining agreements; applicable statutory authority, including the Minnesota Pupil Fair Dismissal Act; the student discipline policy (See MSBA/MASA Model Policy 506) and other applicable school district policies; and applicable regulations.

[NOTE: The language added above appears in Minnesota Statutes, section 121A.031.]

- E. The school district is not authorized to disclose to a victim private educational or personnel data regarding an alleged perpetrator who is a student or employee of the school district. School officials will notify the parent or guardian of students who are targets of bullying or other prohibited conduct and the parent or guardian of alleged perpetrators of bullying or other prohibited conduct who have been involved in a reported and confirmed bullying incident of the remedial or disciplinary action taken, to the extent permitted by law. For purposes of notification presumed under this paragraph, a parent or legal guardian may designate in writing to the school another individual to be notified of the prohibited conduct.

[NOTE: The 2025 Minnesota legislature added the final sentence to Minnesota Statutes, section 121A.031.]

- F. In order to prevent or respond to bullying or other prohibited conduct committed by or directed against a child with a disability, the school district shall, when determined appropriate by the child's individualized education program (IEP) team or Section 504 team, allow the child's IEP or Section 504 plan to be drafted to address the skills and proficiencies the child needs as a result of the child's disability to allow the child to respond to or not to engage in bullying or other prohibited conduct.

VI. RETALIATION OR REPRISAL

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

[NOTE: The deleted language appears in Article V. above.]

VII. TRAINING AND EDUCATION

- A. Consistent with its applicable policies and practices, the school district must discuss this policy with students, school personnel and volunteers and provide appropriate training for all school district personnel to prevent, identify, and respond to prohibited conduct. The school district must establish a training cycle for school personnel to occur during a period not to exceed every three school years. Newly employed school personnel must receive the training within the first year of their employment with the school district. The school district or a school administrator may accelerate the training cycle or provide additional training based on a particular need or circumstance. This policy shall be included in employee handbooks, training materials, and publications on school rules, procedures, and standards of conduct, which materials shall also be used to publicize this policy.
- B. The school district shall require ongoing professional development, consistent with Minnesota Statutes, section 122A.60, to build the skills of all school personnel who regularly interact with students to identify, prevent, and appropriately address bullying and other prohibited conduct. Such professional development includes, but is not limited to, the following:

1. Developmentally appropriate strategies both to prevent and to immediately and effectively intervene to stop prohibited conduct;
 2. The complex dynamics affecting a perpetrator, target, and witnesses to prohibited conduct;
 3. Research on prohibited conduct, including specific categories of students at risk for perpetrating or being the target or victim of bullying or other prohibited conduct in school;
 4. The incidence and nature of cyberbullying; and
 5. Internet safety and cyberbullying.
- C. The school district annually will provide education and information to students regarding bullying, including information regarding this school district policy prohibiting bullying, the harmful effects of bullying, and other applicable initiatives to prevent bullying and other prohibited conduct.
- D. The administration of the school district is directed to implement programs and other initiatives to prevent bullying, to respond to bullying in a manner that does not stigmatize the target or victim, and to make resources or referrals to resources available to targets or victims of bullying.
- E. The administration is encouraged to provide developmentally appropriate instruction and is directed to review programmatic instruction to determine if adjustments are necessary to help students identify and prevent or reduce bullying and other prohibited conduct, to value diversity in school and society, to develop and improve students' knowledge and skills for solving problems, managing conflict, engaging in civil discourse, and recognizing, responding to, and reporting bullying or other prohibited conduct, and to make effective prevention and intervention programs available to students.

The administration must establish strategies for creating a positive school climate and use evidence-based social-emotional learning to prevent and reduce discrimination and other improper conduct.

The administration is encouraged, to the extent practicable, to take such actions as it may deem appropriate to accomplish the following:

1. Engage all students in creating a safe and supportive school environment;
2. Partner with parents and other community members to develop and implement prevention and intervention programs;
3. Engage all students and adults in integrating education, intervention, and other remedial responses into the school environment;
4. Train student bystanders to intervene in and report incidents of bullying and other prohibited conduct to the schools' primary contact person;
5. Teach students to advocate for themselves and others;
6. Prevent inappropriate referrals to special education of students who may engage in bullying or other prohibited conduct; and

7. Foster student collaborations that, in turn, foster a safe and supportive school climate.
- F. The school district may implement violence prevention and character development education programs to prevent or 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, and resourcefulness.
 - G. The school district shall inform affected students and their parents of rights they may have under state and federal data practices laws to obtain access to data related to an incident and their right to contest the accuracy or completeness of the data. The school district may accomplish this requirement by inclusion of all or applicable parts of its protection and privacy of pupil records policy (See MSBA/MASA Model Policy 515) in the student handbook.

VIII. NOTICE

- A. The school district will give annual notice of this policy to students, parents or guardians, and staff, and this policy shall appear in the student handbook.
- B. Article II, paragraph D, regarding malicious and sadistic conduct must be conspicuously posted throughout each school building.
- C. This policy shall be conspicuously posted in the administrative offices of the school and school district in summary form.
- D. This policy must be distributed to each school district or school employee and independent contractor, if the contractor regularly interacts with students, at the time of employment with the district or the school.
- E. Notice of the rights and responsibilities of students and their parents under this policy must be included in the student discipline policy (See MSBA/MASA Model Policy 506) distributed to parents at the beginning of each school year.
- F. This policy shall be available to all parents and other school community members in an electronic format in the languages appearing on the school district's or a school's website, consistent with the district policies and practices.
- G. The school district shall provide an electronic copy of its most recently amended policy to the Minnesota Commissioner of Education.
- H. The school district designates [insert name of staff member] as the primary contact person in the school building to receive reports of prohibited conduct

IX. POLICY REVIEW

To the extent practicable, the school board shall, on a cycle consistent with other school district policies, review and revise this policy. The policy shall be made consistent with Minnesota Statutes, sections 121A.031 and 121A.0312 and other applicable law. Revisions shall be made in consultation with students, parents, and community organizations.

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 120A.05, Subds. 9, 11, 13, and 17 (Definitions)
Minn. Stat. § 120B.232 (Character Development Education)

Minn. Stat. § 121A.03 (Model Policy)
 Minn. Stat. § 121A.031 (School Student Bullying Policy)
 Minn. Stat. § 121A.0311 (Notice of the Rights and Responsibilities of Students and Parents under the Safe and Supportive Minnesota Schools Act)
 Minn. Stat. § 121A.0312 (Malicious and Sadistic Conduct)
 Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)
 Minn. Stat. § 121A.69 (Hazing Policy)
 Minn. Stat. Ch. 124E (Charter Schools)
 Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
 20 U.S.C. § 1232g *et seq.* (Family Educational Rights and Privacy Act)
 34 C.F.R. §§ 99.1 - 99.67 (Family Educational Rights and Privacy)

Cross References:

MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
 MSBA/MASA Model Policy 413 (Harassment and Violence)
 MSBA/MASA Model Policy 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 423 (Employee-Student Relationships)
 MSBA/MASA Model Policy 501 (School Weapons Policy)
 MSBA/MASA Model Policy 506 (Student Discipline)
 MSBA/MASA Model Policy 507 (Corporal Punishment)
 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 Policy)
 MSBA/MASA Model Policy 524 (Internet Acceptable Use and Safety Policy)
 MSBA/MASA Model Policy 525 (Violence Prevention)
 MSBA/MASA Model Policy 526 (Hazing Prohibition)
 MSBA/MASA Model Policy 529 (Staff Notification of Violent Behavior by Students)
 MSBA/MASA Model Policy 709 (Student Transportation Safety Policy)
 MSBA/MASA Model Policy 711 (Video Recording on School Buses)
 MSBA/MASA Model Policy 712 (Video Surveillance Other Than on Buses)

515 PROTECTION AND PRIVACY OF PUPIL RECORDS

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

I. PURPOSE

The school district recognizes its responsibility in regard to the collection, maintenance, and dissemination of pupil records and the protection of the privacy rights of students as provided in federal law and state statutes.

II. GENERAL STATEMENT OF POLICY

The following procedures and policies regarding the protection and privacy of parents and students are adopted by the school district, pursuant to the requirements of 20 United States Code, section 1232g, *et seq.* (Family Educational Rights and Privacy Act (FERPA)) 34 Code of Federal Regulations, part 99 and consistent with the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes, chapter 13, and Minnesota Rules, parts 1205.0100-1205.2000.

III. DEFINITIONS

A. Authorized Representative

"Authorized representative" means any entity or individual designated by the school district, state, or an agency headed by an official of the Comptroller of the United States, the Attorney General of the United States, the Secretary of the U.S. Department of Education, or state and local educational authorities to conduct, with respect to federal or state supported education programs, any audit or evaluation or any compliance or enforcement activity in connection with federal legal requirements that relate to these programs.

B. Biometric Record

"Biometric record," as referred to in "Personally Identifiable," means a record of one or more measurable biological or behavioral characteristics that can be used for automated recognition of an individual (e.g., fingerprints, retina and iris patterns, voiceprints, DNA sequence, facial characteristics, and handwriting).

C. Dates of Attendance

"Dates of attendance," as referred to in "Directory Information," means the period of time during which a student attends or attended a school or schools in the school district, including attendance in person or by paper correspondence, videoconference, satellite, Internet, or other electronic information and telecommunications technologies for students who are not in the classroom, and including the period during which a student is working under a work-study program. The term does not include specific daily records of a student's attendance at a school or schools in the school district.

D. Directory Information

1. **[Insert school district definition of “directory information” here]**

[NOTE: Please see the MSBA ISD Policy Services Newsletter (June 2025) for detailed guidance on creating a definition of “directory information.”]

E. Education Records

1. What constitutes “education records”

Education records means those records that are: (1) directly related to a student; and (2) maintained by the school district or by a party acting for the school district.

2. What does not constitute education records

The term “education records” does not include:

- a. Records of instructional personnel that are:
 - (1) kept in the sole possession of the maker of the record;
 - (2) used only as a personal memory aid;
 - (3) not accessible or revealed to any other individual except a temporary substitute teacher; and
 - (4) destroyed at the end of the school year.
- b. Records of a law enforcement unit of the school district, provided education records maintained by the school district are not disclosed to the unit, and the law enforcement records are:
 - (1) maintained separately from education records;
 - (2) maintained solely for law enforcement purposes; and
 - (3) disclosed only to law enforcement officials of the same jurisdiction.
- c. Records relating to an individual, including a student, who is employed by the school district which:
 - (1) are made and maintained in the normal course of business;
 - (2) relate exclusively to the individual in that individual’s capacity as an employee; and
 - (3) are not available for use for any other purpose.

However, records relating to an individual in attendance at the school district who is employed as a result of his or her status as a student are

education records.

- d. Records relating to an eligible student, or a student attending an institution of post-secondary education, that are:
 - (1) made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in his or her professional or paraprofessional capacity or assisting in that capacity;
 - (2) made, maintained, or used only in connection with the provision of treatment to the student; and
 - (3) disclosed only to individuals providing the treatment; provided that the records can be personally reviewed by a physician or other appropriate professional of the student's choice. For the purpose of this definition, "treatment" does not include remedial educational activities or activities that are a part of the program of instruction within the school district.
- e. Records created or received by the school district after an individual is no longer a student at the school district and that are not directly related to the individual's attendance as a student.
- f. Grades on peer-related papers before the papers are collected and recorded by a teacher.

F. Education Support Services Data

"Education support services data" means data on individuals collected, created, maintained, used, or disseminated relating to programs administered by a government entity or entity under contract with a government entity designed to eliminate disparities and advance equities in educational achievement for youth by coordinating services available to participants, regardless of the youth's involvement with other government services. Education support services data does not include welfare data under Minnesota Statutes, section 13.46.

Unless otherwise provided by law, all education support services data are private data on individuals and must not be disclosed except according to Minnesota Statutes, section 13.05 or a court order.

G. Eligible Student

"Eligible student" means a student who has attained eighteen (18) years of age or is attending an institution of post-secondary education.

H. Juvenile Justice System

"Juvenile justice system" includes criminal justice agencies and the judiciary when involved in juvenile justice activities.

I. Legitimate Educational Interest

"Legitimate educational interest" includes an interest directly related to classroom instruction, teaching, student achievement and progress, discipline of a student, student

health and welfare, and the ability to respond to a request for education data. It includes a person's need to know in order to:

1. Perform an administrative task required in the school or employee's contract or position description approved by the school board;
2. Perform a supervisory or instructional task directly related to the student's education;
3. Perform a service or benefit for the student or the student's family such as health care, counseling, student job placement, or student financial aid; or
4. Perform a task directly related to responding to a request for data.

J. Parent

"Parent" means a parent of a student and includes a natural parent, a guardian, or an individual acting as a parent of the student in the absence of a parent or guardian. The school district may presume the parent has the authority to exercise the rights provided herein, unless it has been provided with evidence that there is a state law or court order governing such matters as marriage dissolution, separation or child custody, or a legally binding instrument which provides to the contrary.

K. Personally Identifiable

"Personally identifiable" means that the data or information includes, but is not limited to: (a) a student's name; (b) the name of the student's parent or other family member; (c) the address of the student or student's family; (d) a personal identifier such as the student's social security number or student number or biometric record; (e) other indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name; (f) other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty; or (g) information requested by a person who the school district reasonably believes knows the identity of the student to whom the education record relates.

L. Record

"Record" means any information or data recorded in any way including, but not limited to, handwriting, print, computer media, video or audio tape, film, microfilm, and microfiche.

M. Responsible Authority

"Responsible authority" means *[designate title and actual name of individual]*.

N. Student

"Student" includes any individual who is or has been in attendance, enrolled, or registered at the school district and regarding whom the school district maintains education records. "Student" also includes applicants for enrollment or registration at the school district and individuals who receive shared time educational services from the school district.

O. School Official

"School official" includes: (a) a person duly elected to the school board; (b) a person employed by the school board in an administrative, supervisory, instructional, or other professional position; (c) a person employed by the school board as a temporary substitute in a professional position for the period of his or her performance as a substitute; and (d) a person employed by, or under contract to, the school board to perform a special task such as a secretary, a clerk, a public information officer or data practices compliance official, an attorney, or an auditor for the period of his or her performance as an employee or contractor.

[NOTE: School districts may wish to reference police liaison officers in the definition of a "school official." Depending on the circumstances of the relationship, this may be added in subpart (d) of the definition or in a new subpart (e). Caution should be used to ensure that police liaison officers are considered "school officials" only when performing duties as a police liaison officer and that they are trained as to their obligations pursuant to this policy. Consultation with the school district's legal counsel is recommended.]

P. Summary Data

"Summary data" means statistical records and reports derived from data on individuals but in which individuals are not identified and from which neither their identities nor any other characteristic that could uniquely identify the individual is ascertainable.

Q. Other Terms and Phrases

All other terms and phrases shall be defined in accordance with applicable state and federal law or ordinary customary usage.

IV. **GENERAL CLASSIFICATION**

State law provides that all data collected, created, received, or maintained by a school district are public unless classified by state or federal law as not public or private or confidential. State law classifies all data on individuals maintained by a school district which relates to a student as private data on individuals. This data may not be disclosed to parties other than the parent or eligible student without consent, except pursuant to a valid court order, certain state statutes authorizing access, and the provisions of FERPA and the regulations promulgated thereunder.

V. **STATEMENT OF RIGHTS**

A. Rights of Parents and Eligible Students

Parents and eligible students have the following rights under this policy:

1. The right to inspect and review the student's education records;
2. The right to request the amendment of the student's education records to ensure that they are not inaccurate, misleading, or otherwise in violation of the student's privacy or other rights;
3. The right to consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that such consent is not required for disclosure pursuant to this policy, state or federal law, or the regulations promulgated thereunder;

4. The right to refuse release of names, addresses, and home telephone numbers of students in grades 11 and 12 to military recruiting officers and post-secondary educational institutions;
5. The right to file a complaint with the U.S. Department of Education concerning alleged failures by the school district to comply with the federal law and the regulations promulgated thereunder;
6. The right to be informed about rights under the federal law; and
7. The right to obtain a copy of this policy at the location set forth in Section XXI. of this policy.

B. Eligible Students

All rights and protections given to parents under this policy transfer to the student when he or she reaches eighteen (18) years of age or enrolls in an institution of post-secondary education. The student then becomes an "eligible student." However, the parents of an eligible student who is also a "dependent student" are entitled to gain access to the education records of such student without first obtaining the consent of the student. In addition, parents of an eligible student may be given access to education records in connection with a health or safety emergency if the disclosure meets the conditions of any provision set forth in 34 Code of Federal Regulations, section 99.31(a).

C. Students with a Disability

The school district shall follow 34 Code of Federal Regulations, sections 300.610-300.617 with regard to the privacy, notice, access, recordkeeping, and accuracy of information related to students with a disability.

VI. DISCLOSURE OF EDUCATION RECORDS

A. Consent Required for Disclosure

1. The school district shall obtain a signed and dated written informed consent of the parent of a student or the eligible student before disclosing personally identifiable information from the education records of the student, except as provided herein.
2. The written consent required by this subdivision must be signed and dated by the parent of the student or the eligible student giving the consent and shall include:
 - a. a specification of the records to be disclosed;
 - b. the purpose or purposes of the disclosure;
 - c. the party or class of parties to whom the disclosure may be made;
 - d. the consequences of giving informed consent; and
 - e. if appropriate, a termination date for the consent.
3. When a disclosure is made under this subdivision:

- a. if the parent or eligible student so requests, the school district shall provide him or her with a copy of the records disclosed; and
 - b. if the parent of a student who is not an eligible student so requests, the school district shall provide the student with a copy of the records disclosed.
- 4. A signed and dated written consent may include a record and signature in electronic form that:
 - a. identifies and authenticates a particular person as the source of the electronic consent; and
 - b. indicates such person's approval of the information contained in the electronic consent.
- 5. If the responsible authority seeks an individual's informed consent to the release of private data to an insurer or the authorized representative of an insurer, informed consent shall not be deemed to have been given unless the statement is:
 - a. in plain language;
 - b. dated;
 - c. specific in designating the particular persons or agencies the data subject is authorizing to disclose information about the data subject;
 - d. specific as to the nature of the information the subject is authorizing to be disclosed;
 - e. specific as to the persons or agencies to whom the subject is authorizing information to be disclosed;
 - f. specific as to the purpose or purposes for which the information may be used by any of the parties named in Clause e. above, both at the time of the disclosure and at any time in the future; and
 - g. specific as to its expiration date which should be within a reasonable time, not to exceed one year except in the case of authorizations given in connection with applications for: (i) life insurance or noncancellable or guaranteed renewable health insurance and identified as such, two years after the date of the policy, or (ii) medical assistance under Minnesota Statutes, chapter 256B or Minnesota Care under Minnesota Statutes, chapter 256L, which shall be ongoing during all terms of eligibility, for individualized education program health-related services provided by a school district that are subject to third party reimbursement.
- 6. Eligible Student Consent

Whenever a student has attained eighteen (18) years of age or is attending an institution of post-secondary education, the rights accorded to and the consent required of the parent of the student shall thereafter only be accorded to and

required of the eligible student, except as provided in Section V. of this policy.

B. Prior Consent for Disclosure Not Required

The school district may disclose personally identifiable information from the education records of a student without the written consent of the parent of the student or the eligible student unless otherwise provided herein, if the disclosure is:

1. To other school officials, including teachers, within the school district whom the school district determines have a legitimate educational interest in such records;
2. To a contractor, consultant, volunteer, or other party to whom the school district has outsourced institutional services or functions provided that the outside party:
 - a. performs an institutional service or function for which the school district would otherwise use employees;
 - b. is under the direct control of the school district with respect to the use and maintenance of education records; and
 - c. will not disclose the information to any other party without the prior consent of the parent or eligible student and uses the information only for the purposes for which the disclosure was made;
3. To officials of other schools, school districts, or post-secondary educational institutions in which the student seeks or intends to enroll, or is already enrolled, as long as the disclosure is for purposes related to the student's enrollment or transfer. The records shall include information about disciplinary action taken as a result of any incident in which the student possessed or used a dangerous weapon, and with proper annual notice (see Section XIX.), suspension and expulsion information pursuant to section 7917 of the federal Every Student Succeeds Act, 20 United States Code, section 7917, *[insert the following if the school district has a policy regarding Staff Notification of Violent Behavior by Students]* and, if applicable, data regarding a student's history of violent behavior. The records also shall include a copy of any probable cause notice or any disposition or court order under Minnesota Statutes, section 260B.171, unless the data are required to be destroyed under Minnesota Statutes, section 120A.22, subdivision 7(c) or section 121A.75. On request, the school district will provide the parent or eligible student with a copy of the education records that have been transferred and provide an opportunity for a hearing to challenge the content of those records in accordance with Section XV. of this policy;
4. To authorized representatives of the Comptroller General of the United States, the Attorney General of the United States, the Secretary of the U.S. Department of Education, or the Commissioner of the State Department of Education or his or her representative, subject to the conditions relative to such disclosure provided under federal law;
5. In connection with financial aid for which a student has applied or has received, if the information is necessary for such purposes as to:
 - a. determine eligibility for the aid;
 - b. determine the amount of the aid;

- c. determine conditions for the aid; or
- d. enforce the terms and conditions of the aid.

“Financial aid” for purposes of this provision means a payment of funds provided to an individual or a payment in kind of tangible or intangible property to the individual that is conditioned on the individual’s attendance at an educational agency or institution;

- 6. To state and local officials or authorities to whom such information is specifically allowed to be reported or disclosed pursuant to state statute adopted:
 - a. before November 19, 1974, if the allowed reporting or disclosure concerns the juvenile justice system and such system’s ability to effectively serve the student whose records are released; or
 - b. after November 19, 1974, if the reporting or disclosure allowed by state statute concerns the juvenile justice system and the system’s ability to effectively serve, prior to adjudication, the student whose records are released, provided the officials and authorities to whom the records are disclosed certify in writing to the school district that the data will not be disclosed to any other party, except as provided by state law, without the prior written consent of the parent of the student. At a minimum, the school district shall disclose the following information to the juvenile justice system under this paragraph: a student’s full name, home address, telephone number, and date of birth; a student’s school schedule, attendance record, and photographs, if any; and parents’ names, home addresses, and telephone numbers;
- 7. To organizations conducting studies for or on behalf of educational agencies or institutions for the purpose of developing, validating, or administering predictive tests, administering student aid programs, or improving instruction; provided that the studies are conducted in a manner which does not permit the personal identification of parents or students by individuals other than representatives of the organization who have a legitimate interest in the information, the information is destroyed when no longer needed for the purposes for which the study was conducted, and the school district enters into a written agreement with the organization that: (a) specifies the purpose, scope, and duration of the study or studies and the information to be disclosed; (b) requires the organization to use personally identifiable information from education records only to meet the purpose or purposes of the study as stated in the written agreement; (c) requires the organization to conduct the study in a manner that does not permit personal identification of parents and students by anyone other than representatives of the organization with legitimate interests; and (d) requires the organization to destroy all personally identifiable information when information is no longer needed for the purposes for which the study was conducted and specifies the time period in which the information must be destroyed. For purposes of this provision, the term, “organizations,” includes, but is not limited to, federal, state, and local agencies and independent organizations. In the event the Department of Education determines that a third party outside of the school district to whom information is disclosed violates this provision, the school district may not allow that third party access to personally identifiable information from education records for at least five (5) years;

8. To accrediting organizations in order to carry out their accrediting functions;
9. To parents of a student eighteen (18) years of age or older if the student is a dependent of the parents for income tax purposes;
10. To comply with a judicial order or lawfully issued subpoena, provided, however, that the school district makes a reasonable effort to notify the parent or eligible student of the order or subpoena in advance of compliance therewith so that the parent or eligible student may seek protective action, unless the disclosure is in compliance with a federal grand jury subpoena, or any other subpoena issued for law enforcement purposes, and the court or other issuing agency has ordered that the existence or the contents of the subpoena or the information furnished in response to the subpoena not be disclosed, or the disclosure is in compliance with an ex parte court order obtained by the United States Attorney General (or designee not lower than an Assistant Attorney General) concerning investigations or prosecutions of an offense listed in 18 United States Code, section 2332b(g)(5)(B), an act of domestic or international terrorism as defined in 18 United States Code, section 2331, or a parent is a party to a court proceeding involving child abuse and neglect or dependency matters, and the order is issued in the context of the proceeding. If the school district initiates legal action against a parent or student, it may disclose to the court, without a court order or subpoena, the education records of the student that are relevant for the school district to proceed with the legal action as a plaintiff. Also, if a parent or eligible student initiates a legal action against the school district, the school district may disclose to the court, without a court order or subpoena, the student's education records that are relevant for the school district to defend itself;
11. To appropriate parties, including parents of an eligible student, in connection with an emergency if knowledge of the information is necessary to protect the health, including the mental health, or safety of the student or other individuals. The decision is to be based upon information available at the time the threat occurs that indicates that there is an articulable and significant threat to the health or safety of a student or other individuals. In making a determination whether to disclose information under this section, the school district may take into account the totality of the circumstances pertaining to a threat and may disclose information from education records to any person whose knowledge of the information is necessary to protect the health or safety of the student or other students. A record of this disclosure must be maintained pursuant to Section XIII.E. of this policy. In addition, an educational agency or institution may include in the education records of a student appropriate information concerning disciplinary action taken against the student for conduct that posed a significant risk to the safety or well-being of that student, other students, or other members of the school community. This information may be disclosed to teachers and school officials within the school district and/or teachers and school officials in other schools who have legitimate educational interests in the behavior of the student;
12. To the juvenile justice system if information about the behavior of a student who poses a risk of harm is reasonably necessary to protect the health or safety of the student or other individuals;
13. Information the school district has designated as "directory information" pursuant to Section VII. of this policy;

14. To military recruiting officers and post-secondary educational institutions pursuant to Section XI. of this policy;
15. To the parent of a student who is not an eligible student or to the student himself or herself;
16. To appropriate health authorities to the extent necessary to administer immunization programs and for bona fide epidemiologic investigations which the commissioner of health determines are necessary to prevent disease or disability to individuals in the public educational agency or institution in which the investigation is being conducted;
17. To volunteers who are determined to have a legitimate educational interest in the data and who are conducting activities and events sponsored by or endorsed by the educational agency or institution for students or former students;
18. To the juvenile justice system, on written request that certifies that the information will not be disclosed to any other person except as authorized by law without the written consent of the parent of the student:
 - a. the following information about a student must be disclosed: a student's full name, home address, telephone number, date of birth; a student's school schedule, daily attendance record, and photographs, if any; and any parents' names, home addresses, and telephone numbers;
 - b. the existence of the following information about a student, not the actual data or other information contained in the student's education record, may be disclosed provided that a request for access must be submitted on the statutory form and it must contain an explanation of why access to the information is necessary to serve the student: (1) use of a controlled substance, alcohol, or tobacco; (2) assaultive or threatening conduct that could result in dismissal from school under the Pupil Fair Dismissal Act; (3) possession or use of weapons or look-alike weapons; (4) theft; or (5) vandalism or other damage to property. Prior to releasing this information, the principal or chief administrative officer of a school who receives such a request must, to the extent permitted by federal law, notify the student's parent or guardian by certified mail of the request to disclose information. If the student's parent or guardian notifies the school official of an objection to the disclosure within ten (10) days of receiving certified notice, the school official must not disclose the information and instead must inform the requesting member of the juvenile justice system of the objection. If no objection from the parent or guardian is received within fourteen (14) days, the school official must respond to the request for information.

The written requests of the juvenile justice system member(s), as well as a record of any release, must be maintained in the student's file;

19. To the principal where the student attends and to any counselor directly supervising or reporting on the behavior or progress of the student if it is information from a disposition order received by a superintendent under Minnesota Statutes, section 260B.171, subdivision 3. The principal must notify the counselor immediately and must place the disposition order in the student's permanent education record. The principal also must notify immediately any teacher or administrator who directly supervises or reports on the behavior or

progress of the student whom the principal believes needs the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. The principal may also notify other school district employees, substitutes, and volunteers who are in direct contact with the student if the principal determines that these individuals need the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. Such notices from the principal must identify the student, outline the offense, and describe any conditions of probation about which the school must provide information if this information is provided in the disposition order. Disposition order information received is private educational data received for the limited purpose of serving the educational needs of the student and protecting students and staff. The information may not be further disseminated by the counselor, teacher, administrator, staff member, substitute, or volunteer except as necessary to serve the student, to protect students and staff, or as otherwise required by law, and only to the student or the student's parent or guardian;

20. To the principal where the student attends if it is information from a peace officer's record of children received by a superintendent under Minnesota Statutes, section 260B.171, subdivision 5. The principal must place the information in the student's education record. The principal also must notify immediately any teacher, counselor, or administrator directly supervising the student whom the principal believes needs the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. The principal may also notify other district employees, substitutes, and volunteers who are in direct contact with the student if the principal determines that these individuals need the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. Such notices from the principal must identify the student and describe the alleged offense if this information is provided in the peace officer's notice. Peace officer's record information received is private educational data received for the limited purpose of serving the educational needs of the student and protecting students and staff. The information must not be further disseminated by the counselor, teacher administrator, staff member, substitute, or volunteer except to communicate with the student or the student's parent or guardian as necessary to serve the student, to protect students and staff, or as otherwise required by law.

The principal must delete the peace officer's record from the student's education record, destroy the data, and make reasonable efforts to notify any teacher, counselor, staff member, administrator, substitute, or volunteer who received information from the peace officer's record if the county attorney determines not to proceed with a petition or directs the student into a diversion or mediation program or if a juvenile court makes a decision on a petition and the county attorney or juvenile court notifies the superintendent of such action;

21. To the Secretary of Agriculture, or authorized representative from the Food and Nutrition Service or contractors acting on behalf of the Food and Nutrition Service, for the purposes of conducting program monitoring, evaluations, and performance measurements of state and local educational and other agencies and institutions receiving funding or providing benefits of one or more programs authorized under the National School Lunch Act or the Child Nutrition Act of 1966 for which the results will be reported in an aggregate form that does not

identify any individual, on the conditions that: (a) any data collected shall be protected in a manner that will not permit the personal identification of students and their parents by other than the authorized representatives of the Secretary; and (b) any personally identifiable data shall be destroyed when the data are no longer needed for program monitoring, evaluations, and performance measurements; or

22. To an agency caseworker or other representative of a State or local child welfare agency, or tribal organization (as defined in 25 United States Code, section 5304), who has the right to access a student's case plan, as defined and determined by the State or tribal organization, when such agency or organization is legally responsible, in accordance with State or tribal law, for the care and protection of the student, provided that the education records, or the personally identifiable information contained in such records, of the student will not be disclosed by such agency or organization, except to an individual or entity engaged in addressing the student's education needs and authorized by such agency or organization to receive such disclosure and such disclosure is consistent with the State or tribal laws applicable to protecting the confidentiality of a student's education records.
23. When requested, and in accordance with requirements for parental consent in 34 Code of Federal Regulations, section 300.622(b)(2), and part 99, educational agencies or institutions may share personal student contact information and directory information for students served in special education with postsecondary transition planning and services under Minnesota Statutes, section 125A.08, paragraph (b), clause (1), whether public or private, with the Minnesota Department of Employment and Economic Development, as required for coordination of services to students with disabilities under Minnesota Statutes, sections 125A.08, paragraph (b), clause (1); 125A.023; and 125A.027.

[NOTE: The 2025 Minnesota legislature amended Minnesota Statutes, section 13.32, subdivision 5, to include this update.]

C. Nonpublic School Students

The school district may disclose personally identifiable information from the education records of a nonpublic school student, other than a student who receives shared time educational services, without the written consent of the parent of the student or the eligible student unless otherwise provided herein, if the disclosure is:

1. Pursuant to a valid court order;
2. Pursuant to a statute specifically authorizing access to the private data; or
3. To appropriate health authorities to the extent necessary to administer immunization programs and for bona fide epidemiological investigations which the commissioner of health determines are necessary to prevent disease or disability to individuals in the public educational agency or institution in which the investigation is being conducted.

VII. RELEASE OF DIRECTORY INFORMATION

A. Educational Data

1. Educational data designated as directory information is public data on individuals to the extent required under federal law. Directory information must be designated pursuant to the provisions of:
 - a. Minnesota Statutes, section 13.32, subdivision 5; and
 - b. 20 United States Code, section 1232g, and 34 Code of Federal Regulations, section 99.37, which were in effect on January 3, 2012.
2. The school district may not designate a student's home address, telephone number, email address, or other personal contact information as directory information under Minnesota Statutes, section 13.32.
3. A parent's personal contact information must be treated as private data on individuals regardless of whether that contact information was previously designated as or treated as directory information under Minnesota Statutes, section 13.32, subdivision 2.
4. When requested, the school district must share personal contact information and directory information, whether public or private, with the Minnesota Department of Education, as required for federal reporting purposes.

B. Former Students

Unless a former student validly opted out of the release of directory information while the student was in attendance and has not rescinded the opt out request at any time, the school district may disclose directory information from the education records generated by it regarding the former student without meeting the requirements of Paragraph C. of this section. In addition, under an explicit exclusion from the definition of an "education record," the school district may release records that only contain information about an individual obtained after he or she is no longer a student at the school district and that are not directly related to the individual's attendance as a student (e.g., a student's activities as an alumnus of the school district).

C. Present Students and Parents

The school district may disclose directory information from the education records of a student and information regarding parents without prior written consent of the parent of the student or eligible student, except as provided herein.

1. When conducting the directory information designation and notice process required by federal law, the school district shall give parents and students notice of the right to refuse to let the district designate specified data about the student as directory information.
2. The school district shall give annual notice by any means that are reasonably likely to inform the parents and eligible students of:
 - a. the types of personally identifiable information regarding students and/or parents that the school district has designated as directory information;
 - b. the parent's or eligible student's right to refuse to let the school district designate any or all of those types of information about the student and/or the parent as directory information; and

- c. the period of time in which a parent or eligible student has to notify the school district in writing that he or she does not want any or all of those types of information about the student and/or the parent designated as directory information.

[NOTE: Federal law allows a school district to specify that the disclosure of directory information will be limited to specific parties, for specific purposes, or both. If the school district chooses to impose these limitations, it is advisable to add a new paragraph VII.C.3. that specifies that disclosures of directory information will be limited to specific parties and/or for specific purposes and identify those parties and/or purposes.]

To the extent a school district adds these restrictions, it must then limit its directory information disclosures to those individuals and/or purposes specified in this public notice. Procedures to address how these restrictions will be enforced by the school district are advised. This is an important policy decision for the local school board which must balance not only the privacy interests of the student against public disclosure, but also the additional administrative requirements such restrictions will place on the school district.]

3. Allow a reasonable period of time after such notice has been given for a parent or eligible student to inform the school district in writing that any or all of the information so designated should not be disclosed without the parent's or eligible student's prior written consent, except as provided in Section VI. of this policy.
4. A parent or eligible student may not opt out of the directory information disclosures to:
 - a. prevent the school district from disclosing or requiring the student to disclose the student's name, ID, or school district e-mail address in a class in which the student is enrolled; or
 - b. prevent the school district from requiring a student to wear, to display publicly, or to disclose a student ID card or badge that exhibits information that may be designated as directory information and that has been properly designated by the school district as directory information.
5. The school district shall not disclose or confirm directory information without meeting the written consent requirements contained in Section VI.A. of this policy if a student's social security number or other non-directory information is used alone or in combination with other data elements to identify or help identify the student or the student's records.

D. Procedure for Obtaining Nondisclosure of Directory Information

The parent's or eligible student's written notice shall be directed to the responsible authority and shall include the following:

1. Name of the student and/or parent, as appropriate;
2. Home address;
3. School presently attended by student;

4. Parent's legal relationship to student, if applicable; and
5. Specific categories of directory information to be made not public without the parent's or eligible student's prior written consent, which shall only be applicable for that school year.

E. Duration

The designation of any information as directory information about a student or parents will remain in effect for the remainder of the school year unless the parent or eligible student provides the written notifications provided herein.

VIII. DISCLOSURE OF PRIVATE RECORDS

A. Private Records

For the purposes herein, education records are records which are classified as private data on individuals by state law and which are accessible only to the student who is the subject of the data and the student's parent if the student is not an eligible student. The school district may not disclose private records or their contents except as summary data, or except as provided in Section VI. of this policy, without the prior written consent of the parent or the eligible student. The school district will use reasonable methods to identify and authenticate the identity of parents, students, school officials, and any other party to whom personally identifiable information from education records is disclosed.

B. Private Records Not Accessible to Parent

In certain cases, state law intends, and clearly provides, that certain information contained in the education records of the school district pertaining to a student be accessible to the student alone, and to the parent only under special circumstances, if at all.

1. The responsible authority may deny access to private data by a parent when a minor student who is the subject of that data requests that the responsible authority deny such access. The minor student's request must be submitted in writing setting forth the reasons for denying access to the parent and must be signed by the minor. Upon receipt of such request the responsible authority shall determine if honoring the request to deny the parent access would be in the best interest of the minor data subject. In making this determination the responsible authority shall consider the following factors:
 - a. whether the minor is of sufficient age and maturity to be able to explain the reasons for and understand the consequences of the request to deny access;
 - b. whether the personal situation of the minor is such that denying parental access may protect the minor data subject from physical or emotional harm;
 - c. whether there are grounds for believing that the minor data subject's reasons for precluding parental access are reasonably accurate;
 - d. whether the data in question is of such a nature that disclosure of it to the parent may lead to physical or emotional harm to the minor data

subject; and

- e. whether the data concerns medical, dental or other health services provided pursuant to Minnesota Statutes, sections 144.341-144.347, in which case the data may be released only if the failure to inform the parent would seriously jeopardize the health of the minor.

C. Private Records Not Accessible to Student

Students shall not be entitled to access to private data concerning financial records and statements of the student's parent or any information contained therein.

D. Military-Connected Youth Identifier

When a school district updates its enrollment forms in the ordinary course of business, the school district must include a box on the enrollment form to allow students to self-identify as a military-connected youth. For purposes of this section, a "military-connected youth" means having an immediate family member, including a parent or sibling, who is currently in the armed forces either as a reservist or on active duty or has recently retired from the armed forces. Data collected under this provision is private data on individuals, but summary data may be published by the Department of Education.

IX. DISCLOSURE OF CONFIDENTIAL RECORDS

A. Confidential Records

Confidential records are those records and data contained therein which are made not public by state or federal law, and which are inaccessible to the student and the student's parents or to an eligible student.

B. Reports Under the Maltreatment of Minors Reporting Act

Pursuant to Minnesota Statutes, chapter 260E, written copies of reports pertaining to a neglected and/or physically and/or sexually abused child shall be accessible only to the appropriate welfare and law enforcement agencies. In respect to other parties, such data shall be confidential and will not be made available to the parent or the subject individual by the school district. The subject individual, however, may obtain a copy of the report from either the local welfare agency, county sheriff, or the local police department subject to the provisions of Minnesota Statutes, chapter 260E.

Regardless of whether a written report is made under Minnesota Statutes, chapter 260E, 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 occurred that may constitute maltreatment of the child, when the incident occurred, and the nature of the conduct that may constitute maltreatment.

C. Investigative Data

Data collected by the school district as part of an active investigation undertaken for the purpose of the commencement or defense of pending civil legal action, or are retained in anticipation of a pending civil legal action are classified as protected nonpublic data in the case of data not on individuals, and confidential data in the case of data on individuals.

1. The school district may make any data classified as protected non-public or confidential pursuant to this subdivision accessible to any person, agency, or the public if the school district determines that such access will aid the law enforcement process, promote public health or safety, or dispel widespread rumor or unrest.
2. A complainant has access to a statement he or she provided to the school district.
3. Parents or eligible students may have access to investigative data of which the student is the subject, but only to the extent the data is not inextricably intertwined with data about other school district students, school district employees, and/or attorney data as defined in Minnesota Statutes, section 13.393.
4. Once a civil investigation becomes inactive, civil investigative data becomes public unless the release of the data would jeopardize another pending civil legal action, except for those portions of such data that are classified as not public data under state or federal law. Any civil investigative data presented as evidence in court or made part of a court record shall be public. For purposes of this provision, a civil investigation becomes inactive upon the occurrence of any of the following events:
 - a. a decision by the school district, or by the chief attorney for the school district, not to pursue the civil legal action. However, such investigation may subsequently become active if the school district or its attorney decides to renew the civil legal action;
 - b. the expiration of the time to file a complaint under the statute of limitations or agreement applicable to the civil legal action; or
 - c. the exhaustion or expiration of rights of appeal by either party to the civil legal action.
5. A "pending civil legal action" for purposes of this subdivision is defined as including, but not limited to, judicial, administrative, or arbitration proceedings.

D. Chemical Abuse Records

To the extent the school district maintains records of the identity, diagnosis, prognosis, or treatment of any student which are maintained in connection with the performance of any drug abuse prevention function conducted, regulated, or directly or indirectly assisted by any department or agency of the United States, such records are classified as confidential and shall be disclosed only for the purposes and under the circumstances expressly authorized by law.

X. DISCLOSURE OF SCHOOL RECORDS PRIOR TO EXCLUSION OR EXPULSION HEARING

At a reasonable time prior to any exclusion or expulsion hearing, the student and the student's parent or guardian or representative shall be given access to all school district records pertaining to the student, including any tests or reports upon which the action proposed by the school district may be based, pursuant to the Minnesota Pupil Fair Dismissal Act, Minnesota Statutes, section 121A.40, *et seq.*

XI. DISCLOSURE OF DATA TO MILITARY RECRUITING OFFICERS AND POST-SECONDARY EDUCATIONAL INSTITUTIONS

- A. The school district will release the names, addresses, electronic mail address (which shall be the electronic mail addresses provided by the school district, if available, that may be released to military recruiting officers only), and home telephone numbers of students in grades 11 and 12 to military recruiting officers and post-secondary educational institutions within sixty (60) days after the date of the request unless a parent or eligible student has refused in writing to release this data pursuant to Paragraph C. below.
- B. Data released to military recruiting officers under this provision:
 - 1. may be used only for the purpose of providing information to students about military service, state and federal veterans' education benefits, and other career and educational opportunities provided by the military;
 - 2. cannot be further disseminated to any other person except personnel of the recruiting services of the armed forces; and
 - 3. copying fees shall not be imposed.
- C. A parent or eligible student has the right to refuse the release of the name, address, electronic mail addresses (which shall be the electronic mail addresses provided by the school, if available, that may be released to military recruiting officers only) or home telephone number to military recruiting officers and post-secondary educational institutions. To refuse the release of the above information to military recruiting officers and post-secondary educational institutions, a parent or eligible student must notify the responsible authority **[designate title of individual, i.e., building principal]** in writing by **[date]** each year. The written request must include the following information:
 - 1. Name of student and parent, as appropriate;
 - 2. Home address;
 - 3. Student's grade level;
 - 4. School presently attended by student;
 - 5. Parent's legal relationship to student, if applicable;
 - 6. Specific category or categories of information which are not to be released to military recruiting officers and post-secondary educational institutions; and
 - 7. Specific category or categories of information which are not to be released to the public, including military recruiting officers and post-secondary educational institutions.
- D. Annually, the school district will provide public notice by any means that are reasonably likely to inform the parents and eligible students of their rights to refuse to release the names, addresses, and home phone numbers of students in grades 11 and 12 without prior consent.
- E. A parent or eligible student's refusal to release the above information to military recruiting officers and post-secondary educational institutions does not affect the school

district's release of directory information to the rest of the public, which includes military recruiting officers and post-secondary educational institutions. In order to make any directory information about a student private, the procedures contained in Section VII. of this policy also must be followed. Accordingly, to the extent the school district has designated the name, address, home phone number, and grade level of students as directory information, absent a request from a parent or eligible student not to release such data, this information will be public data and accessible to members of the public, including military recruiting officers and post-secondary educational institutions.

XII. LIMITS ON REDISCLOSURE

A. Redislosure

Consistent with the requirements herein, the school district may only disclose personally identifiable information from the education records of a student on the condition that the party to whom the information is to be disclosed will not disclose the information to any other party without the prior written consent of the parent of the student or the eligible student, except that the officers, employees, and agents of any party receiving personally identifiable information under this section may use the information, but only for the purposes for which the disclosure was made.

B. Redislosure Not Prohibited

1. Subdivision A. of this section does not prevent the school district from disclosing personally identifiable information under Section VI. of this policy with the understanding that the party receiving the information may make further disclosures of the information on behalf of the school district provided:
 - a. The disclosures meet the requirements of Section VI. of this policy; and
 - b. The school district has complied with the record-keeping requirements of Section XIII. of this policy.
2. Subdivision A. of this section does not apply to disclosures made pursuant to court orders or lawfully issued subpoenas or litigation, to disclosures of directory information, to disclosures to a parent or student or to parents of dependent students, or to disclosures concerning sex offenders and other individuals required to register under 42 United States Code, section 14071. However, the school district must provide the notification required in Section XII.D. of this policy if a redislosure is made based upon a court order or lawfully issued subpoena.

[NOTE: 42 United States Code, section 14071 was repealed. School districts should retain this statutory reference, however, as it remains a reference in FERPA and the Minnesota Government Data Practices Act and still may apply to individuals required to register prior to the repeal of this law.]

C. Classification of Disclosed Data

The information disclosed shall retain the same classification in the hands of the party receiving it as it had in the hands of the school district.

D. Notification

The school district shall inform the party to whom a disclosure is made of the requirements set forth in this section, except for disclosures made pursuant to court orders or lawfully issued subpoenas, disclosure of directory information under Section VII. of this policy, disclosures to a parent or student, or disclosures to parents of a dependent student. In the event that the Family Policy Compliance Office determines that a state or local educational authority, a federal agency headed by an official listed in 34 Code of Federal Regulations, section 99.31(a)(3), or an authorized representative of a state or local educational authority or a federal agency headed by an official listed in section 99.31(a)(3), or a third party outside of the school district improperly rediscloses personally identifiable information from education records or fails to provide notification required under this section of this policy, the school district may not allow that third party access to personally identifiable information from education records for at least five (5) years.

XIII. RESPONSIBLE AUTHORITY; RECORD SECURITY; AND RECORD KEEPING

A. Responsible Authority

The responsible authority shall be responsible for the maintenance and security of student records.

B. Record Security

The principal of each school subject to the supervision and control of the responsible authority shall be the records manager of the school, and shall have the duty of maintaining and securing the privacy and/or confidentiality of student records.

C. Plan for Securing Student Records

The building principal shall submit to the responsible authority a written plan for securing students records by September 1 of each school year. The written plan shall contain the following information:

1. A description of records maintained;
2. Titles and addresses of person(s) responsible for the security of student records;
3. Location of student records, by category, in the buildings;
4. Means of securing student records; and
5. Procedures for access and disclosure.

D. Review of Written Plan for Securing Student Records

The responsible authority shall review the plans submitted pursuant to Paragraph C. of this section for compliance with the law, this policy, and the various administrative policies of the school district. The responsible authority shall then promulgate a chart incorporating the provisions of Paragraph C. which shall be attached to and become a part of this policy.

E. Record Keeping

1. The principal shall, for each request for and each disclosure of personally identifiable information from the education records of a student, maintain a

record, with the education records of the student, that indicates:

- a. the parties who have requested or received personally identifiable information from the education records of the student;
- b. the legitimate interests these parties had in requesting or obtaining the information; and
- c. the names of the state and local educational authorities and federal officials and agencies listed in Section VI.B.4. of this policy that may make further disclosures of personally identifiable information from the student's education records without consent.

2. In the event the school district discloses personally identifiable information from an education record of a student pursuant to Section XII.B. of this policy, the record of disclosure required under this section shall also include:

- a. the names of the additional parties to which the receiving party may disclose the information on behalf of the school district;
- b. the legitimate interests under Section VI. of this policy which each of the additional parties has in requesting or obtaining the information; and
- c. a copy of the record of further disclosures maintained by a state or local educational authority or federal official or agency listed in Section VI.B.4. of this policy in accordance with 34 Code of Federal Regulations, section 99.32 and to whom the school district disclosed information from an education record. The school district shall request a copy of the record of further disclosures from a state or local educational authority or federal official or agency to whom education records were disclosed upon a request from a parent or eligible student to review the record of requests for disclosure.

3. Section XIII.E.1. does not apply to requests by or disclosure to a parent of a student or an eligible student, disclosures pursuant to the written consent of a parent of a student or an eligible student, requests by or disclosures to other school officials under Section VI.B.1. of this policy, to requests for disclosures of directory information under Section VII. of this policy, or to a party seeking or receiving the records as directed by a federal grand jury or other law enforcement subpoena and the issuing court or agency has ordered that the existence or the contents of the subpoena or the information provided in response to the subpoena not be disclosed or as directed by an ex parte court order obtained by the United States Attorney General (or designee not lower than an Assistant Attorney General) concerning investigations or prosecutions of an offense listed in 18 United States Code, section 2332b(g)(5)(B) or an act of domestic or international terrorism.

[NOTE: While Section XIII.E.1. does not apply to requests for or disclosures of directory information under Section VII. of this policy, to the extent the school district chooses to limit the disclosure of directory information to specific parties, for specific purposes, or both, it is advisable that records be kept to identify the party to whom the disclosure was made and/or purpose for the disclosure.]

4. The record of requests of disclosures may be inspected by:
 - a. the parent of the student or the eligible student;
 - b. the school official or his or her assistants who are responsible for the custody of the records; and
 - c. the parties authorized by law to audit the record-keeping procedures of the school district.
5. The school district shall record the following information when it discloses personally identifiable information from education records under the health or safety emergency exception:
 - a. the articulable and significant threat to the health or safety of a student or other individual that formed the basis for the disclosure; and
 - b. the parties to whom the school district disclosed the information.
6. The record of requests and disclosures shall be maintained with the education records of the student as long as the school district maintains the student's education records.

XIV. RIGHT TO INSPECT AND REVIEW EDUCATION RECORDS

A. Parent of a Student, an Eligible Student or the Parent of an Eligible Student Who is Also a Dependent Student

The school district shall permit the parent of a student, an eligible student, or the parent of an eligible student who is also a dependent student who is or has been in attendance in the school district to inspect or review the education records of the student, except those records which are made confidential by state or federal law or as otherwise provided in Section VIII. of this policy.

B. Response to Request for Access

The school district shall respond to any request pursuant to Subdivision A. of this section immediately, if possible, or within ten (10) days of the date of the request, excluding Saturdays, Sundays, and legal holidays.

C. Right to Inspect and Review

The right to inspect and review education records under Subdivision A. of this section includes:

1. The right to a response from the school district to reasonable requests for explanations and interpretations of records; and
2. If circumstances effectively prevent the parent or eligible student from exercising the right to inspect and review the education records, the school district shall provide the parent or eligible student with a copy of the records requested or make other arrangements for the parent or eligible student to inspect and review the requested records.
3. Nothing in this policy shall be construed as limiting the frequency of inspection

of the education records of a student with a disability by the student's parent or guardian or by the student upon the student reaching the age of majority.

D. Form of Request

Parents or eligible students shall submit to the school district a written request to inspect education records which identify as precisely as possible the record or records he or she wishes to inspect.

E. Collection of Student Records

If a student's education records are maintained in more than one location, the responsible authority may collect copies of the records or the records themselves from the various locations so they may be inspected at one site. However, if the parent or eligible student wishes to inspect these records where they are maintained, the school district shall attempt to accommodate those wishes. The parent or eligible student shall be notified of the time and place where the records may be inspected.

F. Records Containing Information on More Than One Student

If the education records of a student contain information on more than one student, the parent or eligible student may inspect and review or be informed of only the specific information which pertains to that student.

G. Authority to Inspect or Review

The school district may presume that either parent of the student has authority to inspect or review the education records of a student unless the school district has been provided with evidence that there is a legally binding instrument or a state law or court order governing such matters as marriage dissolution, separation, or custody which provides to the contrary.

H. Fees for Copies of Records

1. The school district shall charge a reasonable fee for providing photocopies or printed copies of records unless printing a copy is the only method to provide for the inspection of data. In determining the amount of the reasonable fee, the school district shall consider the following:
 - a. the cost of materials, including paper, used to provide the copies;
 - b. the cost of the labor required to prepare the copies;
 - c. any schedule of standard copying charges established by the school district in its normal course of operations;
 - d. any special costs necessary to produce such copies from machine-based record-keeping systems, including but not limited to computers and microfilm systems; and
 - e. mailing costs.
2. If 100 or fewer pages of black and white, letter or legal size paper copies are requested, actual costs shall not be used, and, instead, the charge shall be no more than 25 cents for each page copied.

3. The cost of providing copies shall be borne by the parent or eligible student.
4. The responsible authority, however, may not impose a fee for a copy of an education record made for a parent or eligible student if doing so would effectively prevent or, in the case of a student with a disability, impair the parent or eligible student from exercising their right to inspect or review the student's education records.

XV. REQUEST TO AMEND RECORDS; PROCEDURES TO CHALLENGE DATA

A. Request to Amend Education Records

The parent of a student or an eligible student who believes that information contained in the education records of the student is inaccurate, misleading, or violates the privacy rights of the student may request that the school district amend those records.

1. The request shall be in writing, shall identify the item the requestor believes to be inaccurate, misleading, or in violation of the privacy or other rights of the student, shall state the reason for this belief, and shall specify the correction the requestor wishes the school district to make. The request shall be signed and dated by the requestor.
2. The school district shall decide whether to amend the education records of the student in accordance with the request within thirty (30) days after receiving the request.
3. If the school district decides to refuse to amend the education records of the student in accordance with the request, it shall inform the parent of the student or the eligible student of the refusal and advise the parent or eligible student of the right to a hearing under Subdivision B. of this section.

B. Right to a Hearing

If the school district refuses to amend the education records of a student, the school district, on request, shall provide an opportunity for a hearing in order to challenge the content of the student's education records to ensure that information in the education records of the student is not inaccurate, misleading, or otherwise in violation of the privacy or other rights of the student. A hearing shall be conducted in accordance with Subdivision C. of this section.

1. If, as a result of the hearing, the school district decides that the information is inaccurate, misleading, or otherwise in violation of the privacy or other rights of the student, it shall amend the education records of the student accordingly and so inform the parent of the student or the eligible student in writing.
2. If, as a result of the hearing, the school district decides that the information is not inaccurate, misleading, or otherwise in violation of the privacy or other rights of the student, it shall inform the parent or eligible student of the right to place a statement in the record commenting on the contested information in the record or stating why he or she disagrees with the decision of the school district, or both.
3. Any statement placed in the education records of the student under Subdivision B. of this section shall:

- a. be maintained by the school district as part of the education records of the student so long as the record or contested portion thereof is maintained by the school district; and
- b. if the education records of the student or the contested portion thereof is disclosed by the school district to any party, the explanation shall also be disclosed to that party.

C. Conduct of Hearing

- 1. The hearing shall be held within a reasonable period of time after the school district has received the request, and the parent of the student or the eligible student shall be given notice of the date, place, and time reasonably in advance of the hearing.
- 2. The hearing may be conducted by any individual, including an official of the school district who does not have a direct interest in the outcome of the hearing. The school board attorney shall be in attendance to present the school board's position and advise the designated hearing officer on legal and evidentiary matters.
- 3. The parent of the student or eligible student shall be afforded a full and fair opportunity for hearing to present evidence relative to the issues raised under Subdivisions A. and B. of this section and may be assisted or represented by individuals of his or her choice at his or her own expense, including an attorney.
- 4. The school district shall make a decision in writing within a reasonable period of time after the conclusion of the hearing. The decision shall be based solely on evidence presented at the hearing and shall include a summary of evidence and reasons for the decision.

D. Appeal

The final decision of the designated hearing officer may be appealed in accordance with the applicable provisions of Minnesota Statutes, chapter 14 relating to contested cases.

XVI. PROBLEMS ACCESSING DATA

- A. The data practices compliance official is the designated employee to whom persons may direct questions or concerns regarding problems in obtaining access to data or other data practices problems.
- B. Data practices compliance official means ***[designate title and actual name of individual]***.
- C. Any request by an individual with a disability for reasonable modifications of the school district's policies or procedures for purposes of accessing records shall be made to the data practices compliance official.

XVII. COMPLAINTS FOR NONCOMPLIANCE WITH FERPA

A. Where to File Complaints

Complaints regarding alleged violations of rights accorded parents and eligible students

by FERPA, and the rules promulgated thereunder, shall be submitted in writing to the U.S. Department of Education, Student Privacy Policy Office, 400 Maryland Avenue S.W., Washington, D.C. 20202-8520.

B. Content of Complaint

A complaint filed pursuant to this section must contain specific allegations of fact giving reasonable cause to believe that a violation of FERPA and the rules promulgated thereunder has occurred.

XVIII. WAIVER

A parent or eligible student may waive any of his or her rights provided herein pursuant to FERPA. A waiver shall not be valid unless in writing and signed by the parent or eligible student. The school district may not require such a waiver.

XIX. ANNUAL NOTIFICATION OF RIGHTS

A. Contents of Notice

The school district shall give parents of students currently in attendance and eligible students currently in attendance annual notice by such means as are reasonably likely to inform the parents and eligible students of the following:

1. That the parent or eligible student has a right to inspect and review the student's education records and the procedure for inspecting and reviewing education records;
2. That the parent or eligible student has a right to seek amendment of the student's education records to ensure that those records are not inaccurate, misleading, or otherwise in violation of the student's privacy or other rights and the procedure for requesting amendment of records;
3. That the parent or eligible student has a right to consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that federal and state law and the regulations promulgated thereunder authorize disclosure without consent;
4. That the parent or eligible student has a right to file a complaint with the U.S. Department of Education regarding an alleged failure by the school district to comply with the requirements of FERPA and the rules promulgated thereunder;
5. The criteria for determining who constitutes a school official and what constitutes a legitimate educational interest for purposes of disclosing education records to other school officials whom the school district has determined to have legitimate educational interests; and
6. That the school district forwards education records on request to a school in which a student seeks or intends to enroll or is already enrolled as long as the disclosure is for purposes related to the student's enrollment or transfer and that such records may include suspension and expulsion records pursuant to the federal Every Student Succeeds Act and, if applicable, a student's history of violent behavior.

B. Notification to Parents of Students Having a Primary Home Language Other Than English

The school district shall provide for the need to effectively notify parents of students identified as having a primary or home language other than English.

C. Notification to Parents or Eligible Students Who are Disabled

The school district shall provide for the need to effectively notify parents or eligible students identified as disabled.

XX. DESTRUCTION AND RETENTION OF RECORDS

Destruction and retention of records by the school district shall be controlled by state and federal law.

XXI. COPIES OF POLICY

Copies of this policy may be obtained by parents and eligible students at the superintendent's office.

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 13.32, Subd. 5 (Directory Information)
Minn. Stat. § 13.393 (Attorneys)
Minn. Stat. Ch. 14 (Administrative Procedures Act)
Minn. Stat. § 120A.22 (Compulsory Instruction)
Minn. Stat. § 121A.40-121A.56 (The Pupil Fair Dismissal Act)
Minn. Stat. § 121A.75 (Receipt of Records; Sharing)
Minn. Stat. § 127A.852 (Military-Connected Youth Identifier)
Minn. Stat. § 144.341-144.347 (Consent of Minors for Health Services)
Minn. Stat. Ch. 256B (Medical Assistance for Needy Persons)
Minn. Stat. Ch. 256L (MinnesotaCare)
Minn. Stat. § 260B.171, Subds. 3 and 5 (Disposition Order and Peace Officer Records of Children)
Minn. Stat. Ch. 260E (Reporting of Maltreatment of Minors)
Minn. Stat. § 363A.42 (Public Records; Accessibility)
Minn. Stat. § 480.40 (Personal Information, Dissemination)
Minn. Stat. § 626.557 (Reporting of Maltreatment of Vulnerable Adults)
Minn. Rules Parts 1205.0100-1205.2000 (Data Practices)
10 U.S.C. § 503(b) and (c) (Enlistments: Recruiting Campaigns; Compilation of Directory Information)
18 U.S.C. § 2331 (Definitions)
18 U.S.C. § 2332b (Acts of Terrorism Transcending National Boundaries)
20 U.S.C. § 1232g *et seq.* (Family Educational Rights and Privacy Act)
20 U.S.C. § 6301 *et seq.* (Every Student Succeeds Act)
20 U.S.C. § 7908 (Armed Forces Recruiting Information)
20 U.S.C. § 7917 (Transfer of School Disciplinary Records)
25 U.S.C. § 5304 (Definitions – Tribal Organization)
26 U.S.C. §§ 151 and 152 (Internal Revenue Code)
42 U.S.C. § 1711 *et seq.* (Child Nutrition Act)
42 U.S.C. § 1751 *et seq.* (Richard B. Russell National School Lunch Act)
34 C.F.R. §§ 99.1-99.67 (Family Educational Rights and Privacy)
34 C.F.R. § 300.610-300.627 (Confidentiality of Information)
42 C.F.R. § 2.1 *et seq.* (Confidentiality of Drug Abuse Patient Records)
Gonzaga University v. Doe, 536 U.S. 273 309 (2002)
Dept. of Admin. Advisory Op. No. 21-008 (December 8, 2021)

Cross References: MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)
MSBA/MASA Model Policy 417 (Chemical Use and Abuse)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 519 (Interviews of Students by Outside Agencies)
MSBA/MASA Model Policy 520 (Student Surveys)
MSBA/MASA Model Policy 711 (Video Recording on School Buses)
MSBA/MASA Model Policy 722 (Public Data Requests)
MSBA/MASA Model Policy 906 (Community Notification of Predatory Offenders)
MSBA School Law Bulletin "I" (School Records – Privacy – Access to Data)

Additional Resources

U.S. Department of Education

FAQs on Photos and Videos under FERPA | Protecting Student Privacy (012325)

<https://studentprivacy.ed.gov/faq/faqs-photos-and-videos-under-ferpa>

Letter to Wachter Regarding Surveillance Video of Multiple Students | Protecting Student Privacy (012325)

<https://studentprivacy.ed.gov/resources/letter-wachter-regarding-surveillance-video-multiple-students>

School Resource Officers, School Law Enforcement Units, and the Family Educational Rights and Privacy Act (FERPA) | Protecting Student Privacy (012325)

Protecting Student Privacy While Using Online Educational Services: Requirements and Best Practices | Protecting Student Privacy (102325)

FERPA/IDEA Crosswalk | Protecting Student Privacy (012325)

What is the Protection of Pupil Rights Amendment? | Protecting Student Privacy (012325)

Adopted: 9-8-25

MSBA/MASA Model Policy
613

Orig. 1997

Revised: _____

Rev. 2025

613 GRADUATION REQUIREMENTS

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. DEFINITIONS

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

[NOTE: The 2024 Minnesota legislature enacted this change. Paragraphs B and C are flipped to create alphabetical order.]

- E. "Section 504 Accommodation" means the defined appropriate accommodations or modifications that must be made in the school environment to address the needs of an individual student with disabilities.

IV. DISTRICT ASSESSMENT COORDINATOR

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

V. ASSESSMENT GRADUATION REQUIREMENTS

A. Graduation Requirements

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

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

B. Targeted Instruction Plan

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

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

VI. GRADUATION CREDIT REQUIREMENTS

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

A. Credit Requirements

1. Four credits of language arts sufficient to satisfy all academic standards in English language arts;
2. Three credits of mathematics sufficient to satisfy all of the academic standards in mathematics;
3. Three credits of science, including one credit to satisfy all the earth and space science standards for grades 9 through 12, one credit to satisfy all the life science standards for grades 9 through 12, and one credit to satisfy all the chemistry or physics standards for grades 9 through 12;
4. Three and one-half credits of social studies, encompassing at least United States history, geography, government and citizenship in either grade 11 or 12 for students beginning in grade 9 in the 2025-2026 school year and later or an advanced placement, international baccalaureate, or other rigorous course on government and citizenship under Minnesota Statutes, section 120B.21, subdivision 1a, and a combination of other credits encompassing at least United States history, geography, government and citizenship, world history, and economics sufficient to satisfy all of the academic standards in social studies;
5. One credit in the arts sufficient to satisfy all of the academic standards in the arts;
6. Credit sufficient to satisfy the state standards in physical education; and
7. A minimum of seven elective credits.
8. Students who begin grade 9 in the 2024-2025 school year and later must successfully complete a course for credit in personal finance in grade 10, 11, or 12. A teacher of a personal finance course that satisfies the graduation requirement must have a field license or out-of-field permission in agricultural education, business, family and consumer science, social studies, or math.

B. Credit Equivalencies

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

chemistry, or physics academic standards or a combination of these academic standards as approved by the school district. An agriculture or career and technical education credit may fulfill the credit in chemistry or physics required under Paragraph A.3, above, if the credit meets the state chemistry or physics academic standards as approved by the school district. A student must satisfy either all of the chemistry academic standards or all of the physics academic standards prior to graduation. An agriculture science or career and technical education credit may not fulfill the required biology credit under Paragraph A.3, above.

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

VII. GRADUATION STANDARDS REQUIREMENTS

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

* Reviews are required to be conducted on a periodic basis. Therefore, this time period may be changed to accommodate individual school district needs.

- C. All students must satisfactorily complete the following required Graduation Standards in accordance with the standards developed by the Minnesota Department of Education (MDE):
 1. Minnesota Academic Standards, English Language Arts K-12;
 2. Minnesota Academic Standards, Mathematics K-12;

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

VIII. EARLY GRADUATION

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

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

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

Minn. Rules Parts 3501.1400-3501.1410 (Academic Standards for Physical Education)
20 U.S.C. § 6301, *et seq.* (Every Student Succeeds Act)

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

Adopted: 7-8-2024

MSBA/MASA Model Policy 620

Orig. 1998

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Rev. 2025

620 CREDIT FOR LEARNING

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. DEFINITIONS

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

IV. TRANSFER OF CREDIT FROM OTHER SCHOOLS

- A. Transfer of Academic Requirements from Other Minnesota Public Secondary Schools

1. The school district will accept and transfer secondary credits and grades awarded to a student from another Minnesota public secondary school upon presentation of a certified transcript from the transferring public secondary school evidencing the course taken and the grade and credit awarded.
2. Credits and grades awarded from another Minnesota public secondary school may be used to compute honor roll and/or class rank if a student has earned at least ***[insert number]*** credits from the school district.

B. Transfer of Academic Requirements from Other Schools

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

grade shall be "P" (pass).

- c. In the event the content of a course taken at a non-accredited, nonpublic school does not fully align with the content of the school district's high school graduation requirements but is comparable to elective credits offered by the school district for graduation, the student may be provided elective credit applied toward graduation requirements.
 - d. If no comparable course is offered by the school district for which local high school graduation credit would be provided, no credit will be provided to the student.
 - e. Credit and grades earned from a non-accredited nonpublic school shall not be used to compute honor roll and/or class rank.
3. A student must provide the school with a copy of the student's grades in each course taken for secondary credit under this policy, including interim or nonfinal grades earned during the academic term.

V. POSTSECONDARY ENROLLMENT CREDIT

- A. A student who satisfactorily completes a postsecondary enrollment options course or program under Minnesota Statutes, section 124D.09 that has been approved as meeting the necessary requirements is not required to complete other requirements of the academic standards corresponding to that specific rigorous course of study.
- B. Secondary credits granted to a student through a postsecondary enrollment options course or program must be counted toward the graduation requirements and subject area requirements of the district.
 1. Course credit will be considered by the school district only upon presentation of a certified transcript from an eligible institution evidencing the course taken and the grade and credit awarded.
 2. Seven quarter or four semester postsecondary credits shall equal at least one full year of high school credit. Fewer postsecondary credits may be prorated.
 3. When a determination is made that the content of the postsecondary course aligns directly with a required course for high school graduation, the commensurate credit and grade will be recorded on the student's transcript as a course credit applied toward graduation requirements.
 4. In the event the content of the postsecondary course does not fully align with the content of a high school course required for graduation but is comparable to elective credits offered by the school district for graduation, the school district may provide elective credit and the grade will be recorded on the student's transcript as an elective course credit applied toward graduation requirements.
 5. If no comparable course is offered by the school district for which high school graduation credit would be provided, the school district will notify the Commissioner, who shall determine the number of credits that shall be granted to a student.
 6. When secondary credit is granted for postsecondary credits taken by a student,

the school district will record those credits on the student's transcript as credits earned at a postsecondary institution.

- C. A list of the courses or programs meeting the necessary requirements may be obtained from the school district.
- D. By the earlier of (1) three weeks prior to the date by which a student must register for district courses for the following school year, or (2) March 1 of each year, the school district must provide up-to-date information on the district's website and in materials that are distributed to parents and students about the program, including information about enrollment requirements and the ability to earn postsecondary credit to all pupils in grades 8, 9, 10, and 11. To assist the school district in planning, a pupil must inform the district by October 30 or May 30 of each year of the pupil's intent to enroll in postsecondary courses during the following academic term. A pupil is bound by notifying or not notifying the district by October 30 or May 30.
- E. Postsecondary institutions must notify a pupil's school as soon as practicable if the pupil withdraws from the enrolled course. The institution must also notify the pupil's school as soon as practicable if the pupil has been absent from a course for ten consecutive days on which classes are held, based on the postsecondary institution's academic calendar, and the pupil is not receiving instruction in their home or hospital or other facility.

VI. CREDIT FOR EMPLOYMENT WITH HEALTH CARE PROVIDERS

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

VII. ADVANCED ACADEMIC CREDIT

- A. The school district will grant academic credit to a student attending an accelerated or advanced academic course offered by a higher education institution or a nonprofit public agency, other than the school district.
- B. Course credit will be considered only upon official documentation from the higher education institution or nonprofit public agency that the student successfully completed the course attended and passed an examination approved by the school district.
- C. When a determination is made that the content of the advanced academic course aligns directly with a required course for high school graduation, the commensurate credit and grade will be recorded on the student's transcript as a course credit applied toward graduation requirements.
- D. In the event the content of the advanced academic course does not fully align with the

content of a high school course required for graduation but is comparable to elective credits offered by the school district for graduation, the school district may provide elective credit and the grade will be recorded on the student's transcript as an elective course credit applied toward graduation requirements.

- E. If no comparable course is offered by the school district for which high school graduation credit would be provided, the school district will notify the Commissioner and request a determination of the number of credits that shall be granted to a student.

VIII. WEIGHTED GRADES

- A. The school district does not offer weighted grades.

[or]

- A. The school district offers weighted grades for courses that are identified as more rigorous or academically challenging as follows:

[List the types of courses that will be awarded weighted grades and the multiplier, similar to the following examples.]

1. A grade awarded in an Advanced Placement course will be multiplied by a factor of ____ (i.e., 1.07).
 2. A grade awarded in an Honors course will be multiplied by a factor of ____.
 3. A grade awarded in a College In the Schools course will be multiplied by a factor of ____.
 4. A grade awarded in a course taken through a Postsecondary Enrollment Options program will be multiplied by a factor of ____.
 5. A grade awarded in a course in a dual enrollment course will be multiplied by a factor of ____.
- B. The school district will update its website prior to the beginning of each school year with a listing of the courses for which a student may earn a weighted grade.

IX. PROCESS FOR AWARDING CREDIT

- A. The building principal will be responsible for carrying out the process to award credits and grades pursuant to this policy. The building principal will notify students in writing of the decision as to how credits and grades will be awarded.
- B. A student or the student's parent or guardian may seek reconsideration of the decision by the building principal as to credits and/or grades awarded upon request of a student or the student's parent or guardian if the request is made in writing to the superintendent within five school days of the date of the building principal's decision. The request should set forth the credit and/or grade requested and the reason(s) why credit(s)/grade(s) should be provided as requested. Any pertinent documentation in support of the request should be submitted.
- C. The decision of the superintendent as to the award of credits or grades shall be a final

decision by the school district and shall not be appealable by the student or student's parent or guardian except as set forth in Section IX.D. below.

- D. If a student disputes the number of credits granted by the school district for a particular postsecondary enrollment course, or advanced academic credit course, the student may appeal the school district's decision to the Commissioner. The decision of the Commissioner shall be final.
- E. At any time during the process, the building principal or superintendent may ask for course descriptions, syllabi, or work samples from a course where content of the course is in question for purposes of determining alignment with graduation requirements or the number of credits to be granted. Students will not be provided credit until requested documentation is available for review, if requested.

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

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

Adopted: 9-8-25

MSBA/MASA Model Policy 621

Orig. 2023

Revised: _____

Rev. 2025

621 LITERACY AND THE READ ACT

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. DEFINITIONS

- A. "Evidence-based" means the instruction or item described is based on reliable, trustworthy, and valid evidence and has demonstrated a record of success in increasing students' reading competency in the areas of phonological and phonemic awareness, phonics, vocabulary development, reading fluency, and reading comprehension. Evidence-based literacy instruction is explicit, systematic, and includes phonological and phonemic awareness, phonics and decoding, spelling, fluency, vocabulary, oral language, and comprehension that can be differentiated to meet the needs of individual students. Evidence-based instruction does not include the three-cueing system, as defined in subdivision 16.
- B. "Fluency" means the ability of students to read text accurately, automatically, and with proper expression.
- C. "Foundational reading skills" includes phonological and phonemic awareness, phonics and decoding, and fluency. Foundational reading skills appropriate to each grade level must be mastered in kindergarten, grade 1, grade 2, and grade 3. Struggling readers in grades 4 and above who do not demonstrate mastery of grade-level foundational reading skills must continue to receive explicit, systematic instruction to reach mastery.
- D. "Literacy specialist" means a person licensed by the Professional Educator Licensing and Standards Board as a teacher of reading, a special education teacher, or a kindergarten through grade 6 teacher, who has completed professional development approved by the Minnesota Department of Education (MDE) in structured literacy. A literacy specialist employed by the department under Minnesota Statutes, section 120B.123, subdivision 7, or by a district as a literacy lead, is not required to complete the approved training before August 30, 2025.
- E. "Literacy lead" means a literacy specialist with expertise in working with educators as adult learners. A district literacy lead must support the district's implementation of the Read Act; provide support to school-based coaches; support the implementation of structured literacy, interventions, curriculum delivery, and teacher training; assist with the development of personal learning plans; and train paraprofessionals and other support staff to support classroom literacy instruction. A literacy lead may be employed by one district, jointly by two or more districts, or may provide services to districts

through a partnership with the regional service cooperatives or another district.

- F. "Multitiered system of support" or "MTSS" means a systemic, continuous improvement framework for ensuring positive social, emotional, behavioral, developmental, and academic outcomes for every student. The MTSS framework provides access to layered tiers of culturally and linguistically responsive, evidence-based practices and relies on the understanding and belief that every student can learn and thrive. Through an MTSS at the core (Tier 1), supplemental (Tier 2), and intensive (Tier 3) levels, educators provide high quality, evidence-based instruction and intervention that is matched to a student's needs; progress is monitored to inform instruction and set goals and data is used for educational decision making.
- G. "Oral language," also called "expressive language" or "receptive language," includes speaking and listening, and consists of five components: phonology, morphology, syntax, semantics, and pragmatics.
- H. "Phonemic awareness" means the ability to notice, think about, and manipulate individual sounds in spoken syllables and words.
- I. "Phonics instruction" means the explicit, systematic, and direct instruction of the relationships between letters and the sounds they represent and the application of this knowledge in reading and spelling.
- J. "Progress monitoring" means using data collected to inform whether interventions are working. Progress monitoring involves ongoing monitoring of progress that quantifies rates of improvement and informs instructional practice and the development of individualized programs using state-approved screening that is reliable and valid for the intended purpose.
- K. "Reading comprehension" means a function of word recognition skills and language comprehension skills. It is an active process that requires intentional thinking during which meaning is constructed through interactions between the text and reader. Comprehension skills are taught explicitly by demonstrating, explaining, modeling, and implementing specific cognitive strategies to help beginning readers derive meaning through intentional, problem-solving thinking processes.
- L. "Structured literacy" means an approach to reading instruction in which teachers carefully structure important literacy skills, concepts, and the sequence of instruction to facilitate children's literacy learning and progress. Structured literacy is characterized by the provision of systematic, explicit, sequential, and diagnostic instruction in phonemic awareness, phonics, fluency, vocabulary and oral language development, and reading comprehension. This approach is consistent with the principles identified in the science of reading and is designed to ensure all students develop strong foundational literacy skills.
- M. "Three-cueing system," also known as "meaning structure visual (MSV)," means a method that teaches students to use meaning, structure and syntax, and visual cues when attempting to read an unknown word.
- N. "Vocabulary development" means the process of acquiring new words. A robust vocabulary improves all areas of communication, including listening, speaking, reading, and writing. Vocabulary growth is directly related to school achievement and is a strong predictor for reading success.

IV. READING SCREENER; PARENT NOTIFICATION AND INVOLVEMENT

- A. The school district must administer an approved reading screener to students in kindergarten through grade 3 within the first six weeks of the school year, by February 15 each year, and again within the last six weeks of the school year. The screener must be one of the screening tools approved by MDE.
- B. The school district must identify any screener it uses in the district's annual literacy plan, and submit screening data with the annual literacy plan by June 15.
- C. Schools, after administering each screener, must follow the language access plan under Minnesota Statutes, section 123B.32 and give the parent of each student who is not reading at or above grade level information from the screener about:
 - 1. the student's reading proficiency as measured by a screener approved by MDE;
 - 2. reading-related services currently being provided to the student and the student's progress; and
 - 3. strategies for parents to use at home in helping their student succeed in becoming grade-level proficient in reading in English and in their native language.
- D. For students enrolled in dual language immersion programs, the school district must measure the student's reading proficiency in English or in the program's partner language, if available, according to Article V below. Following its language access plan under Minnesota Statutes, section 123B.32, the school district must notify families with timely information about students' reading proficiency, including how the student's reading proficiency is assessed, any reading-related services or supports provided to the student and the student's progress, and strategies for families to use at home in helping students succeed in becoming grade-level proficient in reading in English or the partner language. The dual language immersion program may provide information about national research on reading proficiency for students in dual language immersion programs in the parent notification.
- E. The school district may not use this section to deny a student's right to a special education evaluation.

V. IDENTIFICATION AND REPORT

- A. Students enrolled in kindergarten, grade 1, grade 2, and grade 3, including multilingual learners and students receiving special education services, and students enrolled in dual language immersion programs, must be universally screened for mastery of foundational reading skills, including phonemic awareness, phonics, decoding, fluency, oral language, and for characteristics of dyslexia as measured by a screening tool approved by MDE. The screening for characteristics of dyslexia may be integrated with universal screening for mastery of foundational skills and expressive or receptive language mastery. The screening tool used must be a valid and reliable universal screener that is highly correlated with foundational reading skills. For students reading at grade level, beginning in the winter of grade 2, the oral reading fluency screener may be used to assess reading difficulties, including characteristics of dyslexia, without requiring a separate screening of each subcomponent of foundational reading skills.
- B. The school district must submit data on student performance in kindergarten, grade 1,

grade 2, and grade 3 on foundational reading skills, including phonemic awareness, phonics, decoding, fluency, and oral language to MDE in the annual local literacy plan submission due on June 15.

- C. For students enrolled in dual language immersion programs:
 - 1. if students are screened in the partner language, they must be screened at the same interval as the screenings in English under paragraph A above;
 - 2. if the program provides instruction in foundational reading skills in English, the students receiving that instruction must be screened in English;
 - 3. if the program provides instruction in foundational reading skills in the partner language, the students receiving that instruction must be screened in the partner language;
 - 4. if no screener is available in the partner language, the school district must identify how students' reading proficiency is assessed and how the school district determines and provides targeted reading instruction in the partner language and supports to students identified as needing additional support in developing mastery of foundational reading skills; and
 - 5. the partner language screening tool must be approved by the school district for kindergarten through grade 3 students.
- D. Students in grades 4 and above, including multilingual learners and students receiving special education services, who are not reading at grade level must be screened for reading difficulties, including characteristics of dyslexia, using a screening tool approved by MDE and must continue to receive evidence-based instruction, interventions, and progress monitoring until the students achieve grade-level proficiency. A parent, in consultation with a teacher, may opt a student out of the literacy screener if the parent and teacher decide that continuing to screen would not be beneficial to the student. In such limited cases, the student must continue to receive progress monitoring and literacy interventions.
- E. Reading screeners in English, and in the predominant languages of school district students where practicable, must identify and evaluate students' areas of academic need related to literacy. The school district also must monitor the progress and provide reading instruction appropriate to the specific needs of multilingual learners. The school district must use an approved, developmentally appropriate, and culturally responsive screener and annually report summary screener results to the MDE Commissioner ("Commissioner") by June 15 in the form and manner determined by the Commissioner.
- F. The school district must include in its local literacy plan a summary of the district's efforts to screen, identify, and provide interventions to students who demonstrate characteristics of dyslexia as measured by a screening tool approved by MDE. With respect to students screened or identified under paragraph (a), the report must include:
 - 1. a summary of the school district's efforts to screen for characteristics of reading difficulties, including dyslexia;
 - 2. the number of students universally screened for that reporting year;

3. the number of students demonstrating characteristics of dyslexia for that year; and
4. an explanation of how students identified under this subdivision are provided with alternate instruction and interventions under Minnesota Statutes, section 125A.56, subdivision 1.

VI. INTERVENTION

- A. For each student identified under the screening identification process, the school district shall provide aligned and targeted reading intervention to accelerate student growth and reach the goal of reading at or above grade level by the end of the current grade and school year.
- B. The school district must implement progress monitoring, as defined in Minnesota Statutes, section 120B.119, for a student not reading at grade level.
- C. The school district must use evidence-based curriculum and intervention materials at each grade level that are designed to ensure student mastery of phonemic awareness, phonics, vocabulary development, reading fluency, and reading comprehension. Starting July 1, 2023, if the school district purchases new literacy curriculum, or literacy intervention or supplementary materials, the curriculum or materials must be evidence-based as defined in Minnesota Statutes, section 120B.119.
- D. If a student does not read at or above grade level by the end of the current school year, the school district must continue to provide aligned and targeted reading intervention as defined by the MTSS framework until the student reads at grade level. School district intervention methods shall encourage family engagement and, where possible, collaboration with appropriate school and community programs that specialize in evidence-based instructional practices and measure mastery of foundational reading skills, including phonemic awareness, phonics, decoding, fluency, and oral language.
- E. By the 2025-2026 school year, intervention programs must be taught by an intervention teacher or special education teacher who has successfully completed training in evidence-based reading instruction approved by MDE. Intervention may include but is not limited to requiring student attendance in summer school, intensified reading instruction that may require that the student be removed from the regular classroom for part of the school day, extended-day programs, or programs that strengthen students' cultural connections.
- F. The school district must determine the format of the personal learning plan in collaboration with the student's educators and other appropriate professionals. The school must develop the learning plan in consultation with the student's parent or guardian. The personal learning plan must include targeted instruction that is evidence-based and ongoing progress monitoring, and address knowledge gaps and skill deficiencies through strategies such as specific exercises and practices during and outside of the regular school day, group interventions, periodic assessments or screeners, and reasonable timelines. The personal learning plan may include grade retention, if it is in the student's best interest; a student may not be retained solely due to delays in literacy or not demonstrating grade-level proficiency. A school must maintain and regularly update and modify the personal learning plan until the student reads at grade level. This paragraph does not apply to a student under an individualized education program.

VII. LOCAL LITERACY PLAN

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

- c. the language used to screen students' foundational reading skills;
 - d. the percentage of grade 3 students taking the Minnesota Comprehensive Assessments; and
 - e. the number of students in the program in grades 4 to 12 who are identified as not reading at grade level.
- B. Annually by June 15, the school district must post its literacy plan on the official school district website and submit it to the Commissioner using the template developed by the Commissioner.
- C. The school district must use a streamlined template developed by the Commissioner for local literacy plans that meets the requirements of Minnesota Statutes, section 120B.12, subdivision 4a, and requires all reading instruction and teacher training in reading instruction to be evidence-based.

VIII. STAFF TRAINING

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

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

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

IX. STAFF DEVELOPMENT

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

- C. The school district must provide staff in early childhood programs sufficient training to provide children in early childhood programs with explicit, systematic instruction in phonological and phonemic awareness; oral language, including listening comprehension; vocabulary; and letter-sound correspondence.

X. LITERACY AID USES

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

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

Cross References: None

Adopted: 7-8-2024

MSBA/MASA Model Policy 624

Orig. 2023

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Rev. 2025

624 ONLINE INSTRUCTION

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. DEFINITIONS

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

Statutes, section 120A.22, subdivision 4, in kindergarten through grade 12 up to the age of 21.

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

IV. DIGITAL INSTRUCTION

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

V. SUPPLEMENTAL ONLINE COURSES

- A. Notwithstanding Minnesota Statutes, sections 124D.03 and 124D.08 and Minnesota Statutes, chapter 124E, procedures for applying to take supplemental online courses other than those offered by the student's enrolling district are as provided in this subdivision.
- B. Any kindergarten through grade 12 student may apply to take a supplemental online

course. The student, or the student's parent or guardian for a student under age 17, must submit an application for the proposed supplemental online course or courses. A student may:

1. apply to take an online course from a supplemental online course provider that meets or exceeds the academic standards of the course in the enrolling district they are replacing;
 2. apply to take supplemental online courses for up to 50 percent of the student's scheduled course load;
 3. apply to take supplemental online courses no later than 15 school days after the student's enrolling district's term has begun. An enrolling district may waive the 50 percent course enrollment limit or the 15-day time limit; and
 4. enroll in additional courses with the online learning provider under a separate agreement that includes terms for paying any tuition or course fees.
- C. A student taking a supplemental online course must have the same access to the computer hardware and education software available in a school as all other students in the enrolling district.
- D. A supplemental online course provider must have a current, approved application to be listed by MDE as an approved provider. The supplemental online course provider must:
1. use an application form specified by MDE;
 2. notify the student, the student's guardian if they are age 17 or younger, and enrolling district of the accepted application to take a supplemental online course within ten days of receiving a completed application;
 3. notify the enrolling district of the course title, credits to be awarded, and the start date of the online course. A supplemental online course provider must make the online course syllabus available to the enrolling district;
 4. request applicable academic support information for the student, including a copy of the IEP, EL support plan, or 504 plan; and
 5. track student attendance and monitor academic progress and communicate with the student, the student's guardian if they are age 17 or younger, and the enrolling district's designated online learning liaison.
- E. A supplemental online course provider may limit enrollment if the provider's school board or board of directors adopts by resolution specific standards for accepting and rejecting students' applications. The provisions may not discriminate against any protected class or students with disabilities.
- F. A supplemental online course provider may request that MDE review an enrolling district's written decision to not accept a student's supplemental online course application. The student may participate in the supplemental online course while the application is under review. Decisions shall be final and binding for both the enrolling district and the supplemental online course provider.

- G. A supplemental online course provider must participate in continuous improvement cycles with MDE.

VI. ENROLLING DISTRICT

- A. An enrolling district may not restrict or prevent a student from applying to take supplemental online courses.
- B. An enrolling district may request an online course syllabus to review whether the academic standards in the online course meet or exceed the academic standards in the course it would replace at the enrolling district.
- C. Within 15 days after receiving notice of a student applying to take a supplemental online course, the enrolling district must notify the supplemental online course provider whether the student, the student's guardian, and the enrolling district agree that academic standards in the online course meet or exceed the academic standards in the course it would replace at the enrolling district. If the enrolling district does not agree that the academic standards in the online course meet or exceed the academic standards in the course it would replace at the enrolling district, then:
 - 1. the enrolling district must provide a written explanation of the district's decision to the student, the student's guardian, and the supplemental online course provider; and
 - 2. the online provider must provide a response to the enrolling district explaining how the course or program meets the graduation requirements of the enrolling district.
- D. An enrolling district may reduce the course schedule of a student taking supplemental online courses in proportion to the number of supplemental online learning courses the student takes.
- E. An enrolling district must appoint an online learning liaison who:
 - 1. provides information to students and families about supplemental online courses;
 - 2. provides academic support information including IEPs, EL support plans, and 504 plans to supplemental online providers; and
 - 3. monitors attendance and academic progress, and communicates with supplemental online learning providers, students, families, and enrolling district staff.
- F. An enrolling district must continue to provide support services to students taking supplemental online courses as they would for any other enrolled student including support for English learners, case management of an individualized education program, and meal and nutrition services for eligible students.
- G. An online learning student must receive academic credit for completing the requirements of a supplemental online learning course. If a student completes an online learning course that meets or exceeds a graduation standard or the grade progression requirement at the enrolling district, that standard or requirement is met.

- H. Secondary credits granted to a supplemental online learning student count toward the graduation and credit requirements of the enrolling district. The enrolling district must apply the same graduation requirements to all students, including students taking supplemental online courses.
- I. An enrolling district must provide access to extracurricular activities for students taking supplemental online courses on the same basis as any other enrolled student.

VII. REPORTING

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

LEGAL REFERENCES:	Minn. Stat. § 120A.21 (Enrollment of a Student in Foster Care)
	Minn. Stat. § 120A.22 (Compulsory Instruction)
	Minn. Stat. § 120A.24 (Reporting)
	Minn. Stat. § 124D.03 (Enrollment Options Act)
	Minn. Stat. § 124D.08 (School Board's Approval to Enroll in Nonresident District; Exceptions)
	Minn. Stat. § 124D.094 (Online Instruction Act)
	Minn. Rules Ch. 8710 (Teacher and Other School Professional Licensing)
CROSS REFERENCES:	MSBA/MASA Model Policy 613 (Graduation Requirements)
	MSBA/MASA Model Policy 620 (Credit for Learning)

707 TRANSPORTATION OF PUBLIC SCHOOL STUDENTS

[NOTE: The obligations stated in this policy are largely governed by statute. A school district may choose to add obligations to the model policy.]

I. PURPOSE

The purpose of this policy is to provide for the transportation of students consistent with the requirements of law.

II. GENERAL STATEMENT OF POLICY

- A. The policy of the school district is to provide for the transportation of students in a manner which will protect their health, welfare, and safety.
- B. The school district recognizes that transportation is an essential part of the school district services to students and parents but further recognizes that transportation by school bus is a privilege and not a right for an eligible student.

III. DEFINITIONS

- A. "Child with a disability" includes every child identified under federal and state special education law as deaf or hard of hearing, blind or visually impaired, deafblind, or having a speech or language impairment, a physical impairment, other health disability, developmental cognitive disability, an emotional or behavioral disorder, specific learning disability, autism spectrum disorder, traumatic brain injury, or severe multiple impairments, and who needs special education and related services, as determined by the rules of the Commissioner of the Minnesota Department of Education ("Commissioner"). A licensed physician, an advanced practice nurse, a physician assistant, or a licensed psychologist is qualified to make a diagnosis and determination of attention deficit disorder or attention deficit hyperactivity disorder for purposes of identifying a child with a disability. In addition, every child under age three, and at the school district's discretion from age three to seven, who needs special instruction and services, as determined by the rules of the Commissioner, because the child has a substantial delay or has an identifiable physical or mental condition known to hinder normal development is a child with a disability. A child with a short-term or temporary physical or emotional illness or disability, as determined by the rules of the Commissioner, is not a child with a disability.
- B. "Home" is the legal residence of the child. In the discretion of the school district, "home" also may be defined as a licensed day care facility, school day care facility, a respite care facility, the residence of a relative, or the residence of a person chosen by the student's parent or guardian as the home of a student for part or all of the day, if requested by the student's parent or guardian, or an afterschool program for children operated by a political subdivision of the state, if the facility, residence, or program is within the attendance area of the school the student attends. Unless otherwise specifically provided by law, a homeless student is a resident of the school district if enrolled in the school district.

- C. "Homeless student" means a student, including a migratory student, who lacks a fixed, regular, and adequate nighttime residence and includes: students who are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; are abandoned in hospitals; are awaiting foster care placement; have a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings; are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings, and migratory children who qualify as homeless because they are living in any of the preceding listed circumstances.
- D. "Nonpublic school" means any school, church, or religious organization, or home school wherein a resident of Minnesota may legally fulfill the compulsory instruction requirements of Minnesota Statutes, section 120A.22, which is located within the state, and which meets the requirements of Title VI of the Civil Rights Act of 1964.
- E. "Nonresident student" is a student who attends school in the school district and resides in another district, defined as the "nonresident district." In those instances when the divorced or legally separated parents or parents residing separately share joint physical custody of a student and the parents reside in different school districts, the student shall be a resident of the school district designated by the student's parents. When parental rights have been terminated by court order, the legal residence of a student placed in a residential or foster facility for care and treatment is the district in which the student resides.
- F. "Pupil support services" are health, counseling, and guidance services provided by the public school in the same district where the nonpublic school is located.
- G. "School of origin," for purposes of determining the residence of a homeless student, is the school that the student attended when permanently housed or the school in which the student was last enrolled.
- H. "Shared time basis" is a program where students attend public school for part of the regular school day and who otherwise fulfill the requirements of Minnesota Statutes, section 120A.22 by attendance at a nonpublic school.
- I. "Student" means any student or child attending or required to attend any school as provided in Minnesota law and who is a resident or child of a resident of Minnesota.

IV. ELIGIBILITY

- A. Upon the request of a parent or guardian, the school district shall provide transportation to and from school, at the expense of the school district, for all resident students who reside two miles or more from the school, except for those students whose transportation privileges have been revoked or have been voluntarily surrendered by the student's parent or guardian.
- B. The school district may, in its discretion, also provide transportation to any student to and from school, at the expense of the school district, for any other purpose deemed appropriate by the school board.

[NOTE: In this section, school districts may wish to outline those discretionary

areas where they intend to provide transportation. For example, some school districts may provide that transportation shall be provided for all resident elementary students who reside one mile or more from the school.]

- C. In the discretion of the school district, transportation along regular school bus routes may also be provided, where space is available, to any person where such use of a bus does not interfere with the transportation of students. The cost of providing such transportation must be paid by those individuals using these services or some third-party payor. Bus transportation also may be provided along school bus routes when space is available for participants in early childhood family education programs and school readiness programs if these services do not result in an increase in the school district's expenditures for transportation
- D. For purposes of stabilizing enrollment and reducing mobility, the school district may, in its discretion, establish a full-service school zone and may provide transportation for students attending a school in that full-service school zone. A full-service school zone may be established for a school that is located in an area with higher than average crime or other social and economic challenges and that provides education, health or human services, or other parental support in collaboration with a city, county, state, or nonprofit agency.

V. TRANSPORTATION OF NONRESIDENT STUDENTS

- A. If requested by the parent of a nonresident student, the school district shall provide transportation to a nonresident student within its borders at the same level of service that is provided to resident students.
- B. If the school district decides to transport a nonresident student within the student's resident district, the school district will notify the student's resident district of its decision, in writing, prior to providing transportation.
- C. When divorced or legally separated parents or parents residing separately reside in different school districts and share physical custody of a student, the parents shall be responsible for the transportation of the student to the border of the school district during those times when the student is residing with the parent in the nonresident school district.
- D. The school district may provide transportation to allow a student who attends a high-need English language learner program and who resides within the transportation attendance area of the program to continue in the program until the student completes the highest grade level offered by the program.

VI. TRANSPORTATION OF RESIDENT STUDENTS TO NONDISTRICT SCHOOLS

- A. In general, the school district shall not provide transportation between a resident student's home and the border of a nonresident district where the student attends school under the Enrollment Options Program. A parent may be reimbursed by the nonresident district for the costs of transportation from the pupil's residence to the border of the nonresident district if the student is from a family whose income is at or below the poverty level, as determined by the federal government. The reimbursement may not exceed the pupil's actual cost of transportation or 15 cents per mile traveled, whichever is less. Reimbursement may not be paid for more than 250 miles per week (Minnesota Statutes, section 124D.03, subdivision 8).

- B. Resident students shall be eligible for transportation to and from a nonresident school district at the expense of the school district, if in the discretion of the school district, inadequate room, distance to school, unfavorable road conditions, or other facts or conditions make attendance in the resident student's own district unreasonably difficult or impracticable. The school district, in its discretion, may also provide for transportation of resident students to schools in other districts for grades and departments not maintained in the district, including high school, for the whole or a part of the year or for resident students who attend school in a building rented or leased by the school district in an adjacent district.
- C. In general, the school district is not responsible for transportation for any resident student attending school in an adjoining state under a reciprocity agreement but may provide such transportation services at its discretion.

VII. SPECIAL EDUCATION STUDENTS/STUDENTS WITH A DISABILITY/ STUDENTS WITH TEMPORARY DISABILITIES

- A. Upon a request of a parent or guardian, the board must provide necessary transportation, consistent with Minnesota Statutes, section 123B.92, subdivision 1(b)(4), for a resident child with disabilities not yet enrolled in kindergarten for the provision of special instruction and services. Special instruction and services for a child with disabilities not yet enrolled in kindergarten include an individualized education program (IEP) team placement in an early childhood program when that placement is necessary to address the child's level of functioning and needs.
- B. Resident students with disabilities who are transported on a special route for the purpose of attending an approved special education program shall be entitled to special transportation at the expense of the school district or the day training and habilitation program attended by the student. The school district shall determine the type of vehicle used to transport students with a disability on the basis of the disabling condition and applicable laws. This provision shall not be applicable to parents who transport their own child under a contract with the school district.

[NOTE: The 2025 Minnesota legislature amended Minnesota Statutes, section 123B.92 to remove the deleted language above.]

- C. Resident students with a disability who are boarded and lodged at Minnesota state academies for educational purposes, but who also are enrolled in a public school within the school district, shall be provided transportation, by the school district to and from said board and lodging facilities, at the expense of the school district.
- D. If a resident student with a disability attends a public school located in a contiguous school district and the school district of attendance does not provide special instruction and services, the school district shall provide necessary transportation for the student between the school district boundary and the educational facility where special instruction and services are provided within the school district. The school district may provide necessary transportation of the student between its boundary and the school attended in the contiguous district, but shall not pay the cost of transportation provided outside the school district boundary.
- E. When a student with a disability or a student with a short-term or temporary disability is temporarily placed for care and treatment in a day program located in another school district and the student continues to live within the school district during the care and treatment, the school district shall provide the transportation, at the expense of the

school district, to that student. The school district may establish reasonable restrictions on transportation, except if a Minnesota court or agency orders the child placed at a day care and treatment program and the school district receives a copy of the order, then the school district must provide transportation to and from the program unless the court or agency orders otherwise. Transportation shall only be provided by the school district during regular operating hours of the school district.

- F. When a nonresident student with a disability or a student with a short-term or temporary disability is temporarily placed in a residential program within the school district, including correctional facilities operated on a fee-for-service basis and state institutions, for care and treatment, the school district shall provide the necessary transportation at the expense of the school district. Where a joint powers entity enters into a contract with a privately owned and operated residential facility for the provision of education programs for special education students, the joint powers entity shall provide the necessary transportation.
- G. Each driver and aide assigned to a vehicle transporting students with a disability will be provided with appropriate training for the students in their care, will assist students with their safe ingress and egress from the bus, will ensure the proper use of protective safety devices, and will be provided with access to emergency health care information as required by law.
- H. Any parent of a student with a disability who believes that the transportation services provided for that child are not in compliance with the applicable law may utilize the alternative dispute resolution and due process procedures provided for in Minnesota Statutes, chapter 125A.

VIII. HOMELESS STUDENTS

- A. Homeless students shall be provided with transportation services comparable to other students in the school district.
- B. Upon request by the student's parent, guardian, or homeless education liaison, the school district shall provide transportation for a homeless student as follows:
 - 1. A resident student who becomes homeless and is residing in a public or private shelter location or has other non-shelter living arrangements within the school district shall be provided transportation to and from the student's school of origin and the shelter or other non-shelter location on the same basis as transportation services are provided to other students in the school district.
 - 2. A resident student who becomes homeless and is residing in a public or private shelter location or has other non-shelter living arrangements outside of the school district shall be provided transportation to and from the student's school of origin and the shelter or other non-shelter location on the same basis as transportation services are provided to other students in the school district, unless the school district and the school district in which the student is temporarily placed agree that the school district in which the student is temporarily placed shall provide transportation.
 - 3. If a nonresident student is homeless and is residing in a public or private homeless shelter or has other non-shelter living arrangements within the school district, the school district may provide transportation services between the shelter or non-shelter location and the student's school of origin outside of the

school district upon agreement with the school district in which the school of origin is located.

4. A homeless nonresident student enrolled under Minnesota Statutes, section 124D.08, subdivision 2a, must be provided transportation from the student's district of residence to and from the school of enrollment.

IX. AVAILABILITY OF SERVICES

Transportation shall be provided on all regularly scheduled school days or make-up days. Transportation will not be provided during the summer school break. Transportation may be provided for summer instructional programs for students with a disability or in conjunction with a learning year program. Transportation between home and school may also be provided, in the discretion of the school district, on staff development days.

X. MANNER OF TRANSPORTATION

The scheduling of routes, establishment of the location of bus stops, manner and method of transportation, control and discipline of school children, the determination of fees, and any other matter relating thereto shall be within the sole discretion, control and management of the school board. The school district may, in its discretion, provide room and board, in lieu of transportation, to a student who may be more economically and conveniently provided for by that means.

XI. RESTRICTIONS

Transportation by the school district is a privilege and not a right for an eligible student. A student's eligibility to ride a school bus may be revoked for a violation of school bus safety or conduct policies, or violation of any other law governing student conduct on a school bus pursuant to the school district's discipline policy. Revocation of a student's bus riding privilege is not an exclusion, expulsion, or suspension under the Pupil Fair Dismissal Act. Revocation procedures for a student who is an individual with a disability under 20 United States Code, section 1415 (Individuals with Disabilities Act), 29 United States Code, section 794 (the Rehabilitation Act), and 42 United States Code, section 12132, (Americans with Disabilities Act) are governed by these provisions.

XII. FEES

- A. In its discretion, the school district may charge fees for transportation of students to and from extracurricular activities conducted at locations other than school, where attendance is optional.
- B. The school district may charge fees for transportation of students to and from school when authorized by law. If the school district charges fees for transportation of students to and from school, guidelines shall be established for that transportation to ensure that no student is denied transportation solely because of inability to pay. The school district also may waive fees for transportation if the student's parent is serving in, or within the past year has served in, active military service as defined in Minnesota Statutes, section 190.05.
- C. The school district may charge reasonable fees for transportation of students to and from post-secondary institutions for students enrolled under the post-secondary enrollment options program. Families who qualify for mileage reimbursement may use their state mileage reimbursement to pay this fee

- D. Where, in its discretion, the school district provides transportation to and from an instructional community-based employment station that is part of an approved occupational experience vocational program, the school district may require the payment of reasonable fees for transportation from students who receive remuneration for their participation in these programs.

Legal References:

Minn. Stat. § 120A.22 (Compulsory Instruction)
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 121A.59 (Bus Transportation a Privilege Not a Right)
Minn. Stat. § 123B.36 (Authorized Fees)
Minn. Stat. § 123B.41 (Definitions)
Minn. Stat. § 123B.44 (Provision of Pupil Support Services)
Minn. Stat. § 123B.84 (Policy)
Minn. Stat. § 123B.88 (Independent School Districts; Transportation)
Minn. Stat. § 123B.92 (Transportation Aid Entitlement)
Minn. Stat. § 124D.03 (Enrollment Options Program)
Minn. Stat. § 124D.04 (Options for Enrolling in Adjoining States)
Minn. Stat. § 124D.041 (Reciprocity with Adjoining States)
Minn. Stat. § 124D.08 (School Board's Approval to Enroll in Nonresident District; Exceptions)
Minn. Stat. Ch. 125A (Special Education and Special Programs)
Minn. Stat. § 125A.02 (Child with a Disability Defined)
Minn. Stat. § 125A.12 (Attendance in Another District)
Minn. Stat. § 125A.15 (Placement in Another District; Responsibility)
Minn. Stat. § 125A.51 (Placement of Children Without Disabilities; Education and Transportation)
Minn. Stat. § 125A.515 (Placement of Students; Approval of Education Program)
Minn. Stat. § 125A.65 (Attendance at Academies for the Deaf and Blind)
Minn. Stat. § 126C.01 (Definitions)
Minn. Stat. § 127A.47 (Payments to Resident and Nonresident Districts)
Minn. Stat. § 190.05 (Definitions)
Minn. Rules Part 7470.1600 (Transporting Pupils with Disability)
Minn. Rules Part 7470.1700 (Drivers and Aides for Pupils with Disability)
20 U.S.C. § 1415 (Individuals with Disabilities Education Act)
29 U.S.C. § 794 (Rehabilitation Act of 1973, § 504)
42 U.S.C. § 2000d (Prohibition against Exclusion from Participation in, Denial of Benefits of, and Discrimination under Federally Assisted Programs on Ground of Race, Color, or National Origin)
42 U.S.C. § 11431 *et seq.* (McKinney-Vento Homeless Assistance Act of 2001)
42 U.S.C. § 12132 *et seq.* (Americans with Disabilities Act)

Cross References:

MSBA/MASA Model Policy 708 (Transportation of Nonpublic School Students)
MSBA/MASA Model Policy 709 (Student Transportation Safety Policy)
MSBA/MASA Model Policy 710 (Extracurricular Transportation)

Adopted: 9-8-2025

MSBA/MASA Model Policy 802

Orig. 1995

Revised: _____

Rev. 2025

802 DISPOSITION OF OBSOLETE EQUIPMENT AND MATERIAL

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

I. PURPOSE

The purpose of this policy is to provide guidelines for the superintendent to assist in timely disposition of obsolete equipment and material.

II. GENERAL STATEMENT OF POLICY

Effective use of school building space, and consideration for safety of personnel, will at times require disposal of obsolete equipment and material.

III. DEFINITIONS

- A. "Contract" means an agreement entered into by the school district for the sale of supplies, materials, or equipment.
- B. "Official newspaper" is a regular issue of a qualified legal newspaper.

IV. MANNER OF DISPOSITION

A. Authorization

The superintendent shall be authorized to dispose of obsolete equipment and materials by selling it at a fair price consistent with the procedures outlined in this policy. Any sale exceeding the minimum amount for which bids are required must first be specifically authorized by the school board. The superintendent shall be authorized to properly dispose of used books, materials, and equipment deemed to have little or no value.

B. Contracts Over \$175,000

1. If the value of the equipment or materials is estimated to exceed \$175,000, sealed bids shall be solicited by two weeks' published notice in the official newspaper. This notice shall state the time and place of receiving bids and contain a brief description of the subject matter. Additional publication in the official newspaper or elsewhere may be made as the school board shall deem necessary.
2. The sale shall be awarded to the highest responsible bidder, be duly executed in writing, and be otherwise conditioned as required by law.
3. A record shall be kept of all bids, with names of bidders and amounts of bids, and an indication of the successful bid. A bid containing an alteration or erasure of any price contained in the bid which is used in determining the highest responsible bid shall be rejected unless the alteration or erasure is corrected by being crossed out and the correction printed in ink or typewritten adjacent thereto and initialed in ink by the person signing the bid.

4. In the case of identical high bids from two or more bidders, the school board may, at its discretion, utilize negotiated procurement methods with the tied high bidders so long as the price paid does not go below the high tied bid price. In the case where only a single bid is received, the school board may, at its discretion, negotiate a mutually agreeable contract with the bidder so long as the price paid does not fall below the original bid. If no satisfactory bid is received, the board may readvertise.
5. All bids obtained shall be kept on file for a period of at least one year after their receipt. Every contract made without compliance with the foregoing provisions shall be void.
6. Data submitted by a business to a school in response to a request for bids are private until opened. Once opened, the name of the bidder and the dollar amount specified become public; all other data are private until completion of the selection process, meaning the school has completed its evaluation and ranked the responses. After completion of the selection process, all data submitted by all bidders are public except trade secret data. If all responses are rejected prior to completion of the selection process, all data remain private, except the name of the bidder and the dollar amount specified which were made public at the bid opening for one year from the proposed opening date or until resolicitation results in completion of the selection process or until a determination is made to abandon the purchase, whichever occurs sooner, at which point the remaining data becomes public. Data created or maintained by the school district as part of the selection or evaluation process are protected as nonpublic data until completion of the selection or evaluation process. At that time, the data are public with the exception of trade secret data.

C. Contracts From \$25,000 to \$175,000

If the amount of the sale is estimated to exceed \$25,000 but not to exceed \$175,000, the contract may be made either upon sealed bids in the manner directed above or by direct negotiation, by obtaining two or more quotations for the purchase or sale when possible, and without advertising for bids or otherwise complying with the requirements of competitive bidding notice. All quotations obtained shall be kept on file for a period of at least one year after receipt.

D. Contracts \$25,000 or Less

If the amount of the sale is estimated to be \$25,000 or less, the contract may be made either upon quotation or in the open market, in the discretion of the school board. The sale in the open market may be by auction. If the contract is made on quotation, it shall be based, so far as practicable, on at least two quotations which shall be kept on file for a period of at least one year after receipt.

E. Electronic Sale of Surplus Supplies, Materials, and Equipment

Notwithstanding the other procedural requirements of this policy, the school district may contract to sell supplies, materials, and equipment which is surplus, obsolete, or unused through an electronic selling process in which purchasers compete to purchase the supplies, materials, or equipment at the highest purchase price in an open and interactive environment.

F. Notice of Quotation

Notice of procedures to receive quotations shall be given by publication or other means as appropriate to provide reasonable notice to the public.

G. Sales to Employees

No officer or employee of the school district shall sell or procure for sale or possess or control for sale to any other officer or employee of the school district any property or materials owned by the school district unless the property and materials are not needed for public purposes and are sold to a school district employee after reasonable public notice, at a public auction or by sealed response, if the employee is not directly involved in the auction or sale process. Reasonable notice shall include at least one week's published or posted notice. A school district employee may purchase no more than one motor vehicle from the school district at any one auction. This section shall not apply to the sale of property or materials acquired or produced by the school district for sale to the general public in the ordinary course of business. Nothing in this section shall prohibit an employee of the school district from selling or possessing for sale public property if the sale or possession for sale is in the ordinary course of business or the normal course of the employee's duties.

H. Exceptions for Surplus School Computers

1. A school district may bypass the requirements for competitive bidding and is not subject to any other laws relating to school district contracts if it is disposing of surplus school computer and related equipment, including a tablet device, by conveying the property and title to:
 - a. another school district;
 - b. the state department of corrections;
 - c. the board of trustees of Minnesota State Colleges and Universities;
 - d. the family of a student residing in the district whose total family income meets the federal definition of poverty; or
 - e. a charitable organization under section 501(c)(3) of the Internal Revenue Code that is registered with the attorney general's office for educational use.
2. If surplus school computers are not disposed of as described in Paragraph 1., upon adoption of a written resolution of the school board, when updating or replacing school computers, including tablet devices, used primarily by students, the school district may sell or give used computers or tablets to qualifying students at the price specified in the written resolution. A student is eligible to apply to the school board for a computer or tablet under this subdivision if the student is currently enrolled in the school and intends to enroll in the school in the year following the receipt of the computer or tablet. If more students apply for computers or tablets than are available, the school must first qualify students whose families are eligible for free or reduced-price meals and then dispose of the remaining computers or tablets by lottery.

I. Disposing of Surplus Books

Notwithstanding Minnesota Statutes, section 471.345, governing school district contracts made upon sealed bid or otherwise complying with the requirements for competitive bidding, other provisions of this section governing school district contracts, or other law to the contrary, the school district may dispose of school books, including library books, books from an individual classroom library, and textbooks including other materials accompanying a textbook. The school district may dispose of surplus books by donating them to a family of a student residing in the district or a charitable organization under section 501(c)(3) of the Internal Revenue Code.

[NOTE: The 2025 Minnesota legislature amended Minnesota Statutes, section 123B.52 to add paragraph I.]

- Legal References:** Minn. Stat. § 13.591 (Business Data)
Minn. Stat. § 15.054 (Sale or Purchase of State Property; Penalty)
Minn. Stat. § 123B.29 (Sale at Auction)
Minn. Stat. § 123B.52 (Contracts)
Minn. Stat. § 471.345 (Uniform Municipal Contracting Law)
Minn. Stat. § 471.85 (Property Transfer; Public Corporations)
Minn. Stat. § 645.11 (Published Notice)
- Cross References:** MSBA School Law Bulletin “F” (School District Contract and Bidding Procedures)

**ISD #317 – DEER RIVER PUBLIC SCHOOLS
BOARD OF EDUCATION**

AGENDA ANALYSIS FORM

Board Meeting of September 8, 2025

SUBJECT: Certify Proposed 2025 Pay 2026 Levy

Board Action X Status or Scheduled Report Information only

BACKGROUND/RATIONALE:

Certifying the proposed levy at “maximum” allows MDE to make any changes or corrections to levy calculations before the final levy is certified in December.

By certifying “maximum” the final levy certified in December may be lowered, but not increased.

PRESENTER(S):

Jennifer Drotts, Business Manager

SUPERINTENDENT’S RECOMMENDATION:

Certify the Proposed 25 Pay 26 Levy at “maximum”

Agreement for Cooperative

Sponsorship of B/G Track and Cross Country

This agreement is made between the **School Boards of Independent School District No. 317, Deer River, Minnesota, Independent School District No. 118, Remer, Minnesota, and Independent school District 002, Hill City, Minnesota.** The parties agree as follows:

1. Terms and Conditions of Cooperative Sponsorship:

- a. Team Name:** The team shall be known as the Deer River/Northland/Hill City WarEagles with Independent School District No. 317 serving as the host school district.
- b. Participation Fees:** Student Activity Fees and MSHSL Fees will be the responsibility of each respective school district.
- c. Contracts:** Except as otherwise provided herein, contracts related to the cooperatively sponsored team with officials, individuals, or other school districts shall be made by the governing board of Independent School District No. 317.
- d. Allocation of Costs:** All costs of the combined program shall be calculated at the end of the season and allocated between the parties on a 2/3 (Deer River) to 1/3 (Northland)(Hill City) basis.
 - i. Expenses include all related to running of the teams, Entry fees, workers for meets, coaches salaries, transportation etc.. (Uniforms and equipment will be provided by host school)

Allocation of Costs: Other

- i. **Transportation Expenses**
The transportation of participants to and from the practice site or and home meets are excluded expenses and are the responsibility of the home district and are not part of the shared expenses.
 - ii. **Transportation to meets and Tournaments: Will be provided by the school so the fewest miles would be Driven. The directive would be to try to make the cost as even as possible. 2/3-1/3.**
 - iii. Expenses for Awards. Provided by Each school for their participants
 - iv. State tournament: Arranged by host school with cost of hotel and transportation allocated between the parties on a participation percentage.
 - v. Expenses for purchasing supplies and equipment provided by ISD 317.
- e. Employment of Personnel**
- i. The head coach of the combined program shall be employed by the School Board of Independent School District No. 317.

- f. **Control and Supervision of Program and Participants:** The control and supervision of a combined program and of the behavior of student participants, which relates to their participation in the program, shall be the responsibility of the host school district.

The contract and supervision of school participants while in transport to and from the host school district (Deer River) shall be the responsibility of the home school district.

2. **Liability Insurance:** Nothing contained in this agreement shall relieve any party to this agreement from liability for its negligence of that of its officers, agents, and employees. Each party shall carry liability insurance that meets or exceeds State Statutes. Each party shall provide the other party with a certificate affirming such insurance coverage.

IN WITNESS WHEREOF, the Parties, by their respective officers on the dates indicated have executed said agreement.

Independent School District No. 317

Deer River, Minnesota

By Chairperson_____

By Clerk_____

Date_____

Independent School District No. 118

Remer, Minnesota

By Chairperson_____

By Clerk_____

Date_____

Independent School District No. 002

Hill City, Minnesota

By Chairperson_____

By Clerk_____

Date_____

MASTER AGREEMENT

By and Between

INDEPENDENT SCHOOL DISTRICT #317

DEER RIVER, MINNESOTA

And

DEER RIVER EDUCATION ASSOCIATION

~~July 1, 2023 – June 30, 2025~~ July 1, 2025 – June 30, 2027

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ARTICLE I

PURPOSE

Section 1. Parties

THIS AGREEMENT IS ENTERED INTO BETWEEN Independent School District No. 317, Deer River, Minnesota, hereinafter referred to as the School District, and the Deer River Education Association, hereinafter referred to as exclusive representative pursuant to and in compliance with the Public Employment Labor Relations Act of 1971. hereinafter referred to as the P.E.L.R.A. to provide the terms and conditions of employment for teachers during the duration of this Agreement.

ARTICLE II

RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition

In accordance with the P.E.L.R.A., the School District recognizes the Deer River Education Association as the exclusive representative of teachers employed by the School District, which exclusive representative shall have those rights and duties as prescribed by the P.E.L.R.A. and as described in this Agreement.

Section 2. Appropriate Unit

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

ARTICLE III

DEFINITIONS

Section 1. Terms and Conditions of Employment

The term "terms and conditions of employment" means the hours of employment, the compensation therefore including fringe benefits except retirement contributions or benefits other than employer payment of, or contributions to, premiums for group insurance coverage of retired employees or severance pay, and the employer's personnel policies affecting the working conditions of the employees. In the case of professional employees, the term does not mean educational policies of a school district. "Terms and conditions of employment" is subject to the provisions of P.E.L.R.A.

Section 2. Teacher

Shall mean any person employed by Independent School District No. 317 in a position for which licensure is required by the State of Minnesota, except Superintendent, assistant superintendent, principals, and assistant principals who devote more than 50% of their time to administrative or supervisory duties, confidential employees, supervisory employees, essential employees, and such other employees excluded by law.

Section 3. School District

For purposes of administering this Agreement, the term "School District" shall mean the School Board or its designated representative.

Section 4. Other Terms

Terms not defined in this Agreement shall have those meanings as defined by the P.E.L.R.A.

ARTICLE IV

SCHOOL BOARD RIGHTS

Section 1. Inherent Managerial Rights

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

Section 2. Management Responsibilities

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

Section 3. Effect of Laws, Rules, and Regulations

The exclusive representative recognizes that all employees covered by this Agreement shall perform the teaching and non-teaching services prescribed by the School District and shall be governed by the laws of the State of Minnesota, and by School District rules, regulations, and orders, issued by properly designated officials of the School District. The exclusive representative also recognizes the right, obligation and duty of the School District and its duly designated officials to promulgate rules, regulations, and orders from time to time as deemed necessary by the School District insofar as such rules, regulations, and orders are consistent with the terms of this Agreement.

Section 4. Reservation of Managerial Rights

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

ARTICLE V

TEACHER RIGHTS

Section 1. Right to View

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

Section 2. Right to Join

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

Section 3. Request for Dues Check Off

Teachers shall have the right to request and be allowed dues check off for the teacher organization of their selection, provided that dues check off and the proceeds thereof shall not be allowed any teacher organization that has lost its right to dues check off pursuant to the P.E.L.R.A. Upon receipt of a properly executed authorization card of the teacher involved, the School District will deduct from the teacher's paycheck the dues that the teacher has agreed to pay to the teacher organization in ~~twelve (12) equal installments, November through April during the 2023-2024 school year, and fourteen (14)~~ fifteen (15) equal installments, starting October 15th through May 15th, ~~during the 2024-2025 school year~~. The exclusive representative hereby warrants and covenants that it will defend, indemnify, and save the School District harmless from any and all actions, suits, claims, damages, judgments, and executions or other forms of liability, liquidated or unliquidated, which any person may have or claim to have, now or in the future, arising out of or by reason of the deduction of dues specified by the exclusive representative as provided herein.

Section 4. Personnel Files

Pursuant to M.S. 122A.40, Subd. 19, all evaluations and files relating to individual teachers shall be available during regular District business hours to the particular teacher upon written request. The teacher shall have the right to reproduce any of the contents of the files at the teacher's expense and to submit for inclusion in the file written information in response to any material contained therein. However, the School District may destroy such files as provided by law. Teachers will be notified by written notice when any information or material is placed in their file.

Section 5. Posting of Positions

Subd. 1. Posting Procedures

Notification of job openings shall be posted in house at the same time as the general public is informed. A copy will be distributed to the teaching staff by the District via email.

Subd. 2. Extra-Curricular Posting Procedures

All available extra-curricular positions will be distributed to teaching staff by the District via email. Notification of job openings shall be posted in-house at the same time as the general public is informed. Coaching vacancies will be filled by using a hiring committee that utilizes the coaching rubric developed with participation from DREA and the district whereby teachers employed by ISD #317 earn preferential points for being a school district employee. Any changes to the rubric will be made by committee.

Section 6. Teacher Evaluations

Subd. 1. Procedure

Formal teacher evaluations in the classroom shall be made in writing and shall be conducted openly and with the full knowledge of the teacher. Evaluations shall only be conducted by persons hired as licensed building principals, assistant principals, or other licensed

administrators, who may utilize the aid of IASC (Itasca Area Schools Collaborative) content specialists.

Subd. 2. Follow up

Formal evaluations in the classroom shall be followed by an arranged conference between the administrator and the teacher to be held within ten (10) days of the evaluation. The teacher shall have the right to respond in writing to the evaluation and such response shall be attached to the original evaluation and shall contain the signature of the teacher and the person preparing the evaluation. The teacher shall be given a copy of the evaluation for his or her use and one (1) copy shall be placed in the teacher's personnel file.

Subd. 3. Improvement Recommendations

If after such evaluations the administrator finds deficiencies in the teacher's work performance, the district shall provide the teacher with specific written recommendations for improvement in an improvement plan. Administration will meet at least once per quarter with the teacher to discuss progress. If after 100 days the objectives of the improvement plan have not been met pursuant MN Statute 122A.40, the process of terminating the contract of the teacher may be initiated pursuant to state statute. A written copy of all evaluation reports shall be provided to the teacher.

ARTICLE VI

BASIC SCHEDULES AND RATES OF PAY

Section 1. Salary Schedule

Subd. 1. ~~2023-2024~~2025-2026

The wages and salaries reflected in Appendix A attached hereto shall be a part of the Agreement for the ~~2023-2024~~2025-2026 school year.

Subd. 2. ~~2024-2025~~2026-2027

The wages and salaries reflected in Appendix B attached hereto shall be a part of the Agreement for the ~~2024-2025~~2026-2027 school year.

Subd. 3. Notice of Assignment

~~Written notice of assignment shall be sent in an email no later than September 1. Written notice of assignment shall be made annually.~~

Subd. 4. Long Term Substitutes

Substitutes, who at the time of employment are known to be replacing the same teacher for more than fifteen (15) consecutive days shall be placed on the salary schedule, BS, step 1, from the date of hire but shall receive no fringe benefits included in this contract except sick leave. Substitutes who substitute for the same teacher for sixteen (16) school days shall be placed on the salary schedule, BS, step 1, for the remainder of their assignment for said teacher. Other substitutes shall be paid in accordance with School Board policy.

Subd. 5. Additional Hours of Service

Mutually agreed upon additional hours of service, for such purposes as: curriculum writing, curriculum development, data collection/analysis, strategic planning, planning with regard to adequate yearly progress requirements, decision-based site teams or other administration approved project, which occur beyond the 181 day teacher contract, beyond the normal work

day, and require licensure, will be compensated at an hourly rate of \$30.00 per hour. If staff development funds are available, those funds may be used according to state statute to compensate for such purposes as listed above. A stipend may be offered by the district in lieu of hourly rate for projects that have optional attendance requirements.

Section 2. Status of Salary Schedule

The salary schedules are not to be construed as a part of a teacher's continuing contract. Step and lane advancement may be granted only for the year that the salary schedule is effective. The School District reserves the right to withhold advancement, lane changes, or any other salary increase as the School District shall determine, subject to the grievance procedure.

Section 3. Placement on Salary Schedule

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

Subd. 1. Germane

Credits to be considered to application on any lane of the salary schedule must be germane to the teaching assignment or applicable as determined by the School District.

Subd. 2. Grade and Credits

To apply on the salary schedule, all credits beyond the bachelor's degree must be graduate credits and carry a grade equivalent of B or higher. Classes not offered for grade can be taken on pass/no pass with approval from the Superintendent.

Subd. 3. Prior Approval

All credits, in order to be considered for application on the salary schedule, must be approved by the Superintendent in writing prior to the taking of the course.

Subd. 4. Effective Date

An individual's contract will be modified to reflect qualified lane changes twice each year effective September 1st and the beginning of the second semester provided proof of completion of the course is submitted to the Superintendent's office not later than September 15th of each year or fifteen (15) days after the beginning of the second semester.

Subd. 5. Advanced Degree Program

A teacher shall be paid on the master's degree lane or higher degree lane only if the degree program is germane to the teaching assignment as approved by the School District and the degree program is approved in writing by the Superintendent in advance.

The Master's degree lane is based on a program requiring 35 credits. Should the master's program require more than 35 credits, the teacher shall be credited with those credits beyond the master's lane.

Subd. 6. Application

~~All graduate credits approved after July 1, 2025, that are not applied toward a master's degree program will be eligible for lane advancement once the master's degree is completed. Credits to apply to lanes beyond a particular lane, must be earned subsequent to the earning of the degree, and must be taken at an accredited college or university.~~

Subd. 7. Payment of Present Salary

The rules contained herein relating to the application of credits on the salary schedule shall not deprive any teacher of any salary schedule placement already recognized and being paid.

Subd. 8. Prior Experience

Teachers new to the District who have experience in other school systems or in other fields of endeavor will be placed on the salary schedule as agreed between the School District and teacher.

Subd. 9 Step Advancement

Full time teachers and teachers working .5 FTE or more shall advance one step on the salary schedule per year, subject to the provisions of Section 2 above. Any teacher who serves less than .5 FTE shall be allowed to accumulate their FTEs for the purpose of this provision. When the cumulative FTE is .5 or more, the teacher will be credited with one full year of credit beginning with the start of the next school year. The teacher will then begin accumulating, from zero, additional FTE toward the next "Full Year's Credit" with the start of the next school year.

Subd. 10 District Reimbursement:

The District agrees to reimburse a teacher the cost of tuition and required texts for a course required by the Higher Learning Commission to qualify the teacher to teach any current, proposed, or future College-In-The-Schools/Concurrent Enrollment course offered by the district. Beginning July 1, 2021, the District also agrees to reimburse the teacher the costs of any courses the district requests the teacher to take in the future. Reimbursement applies only to the Plus 18 requirements and not the required content area master's degree. A teacher who receives reimbursement must maintain their status as a district employee for five (5) calendar years beyond each individual reimbursement date or repay the district prior to separation of employment.

The district also agrees to reimburse the cost of tuition and required texts to obtain special education licensure for positions identified by the Board of Education as a critical and urgent need. A teacher who receives reimbursement must maintain their status as a district employee for five (5) calendar years beyond each individual reimbursement date or repay the district prior to separation of employment.

Subd. 11 Deer River Enriched Credit (DREC)

High quality professional development is an important part of teacher growth; DREA and the Board agree to an In-House Graduate Credit system, called Deer River Enriched Credit (DREC).

Subd. 11a The DREC Advisory Committee will meet to review and approve proposals one week before the end of each quarter and three weeks before the start of the school year, as necessary.

Subd. 11b. The DREC Advisory Committee will be composed of one (1) teacher from both King Elementary and the High School; a building principal; the Superintendent; a School Board member; and an instructional coach. This is consistent with the DREC information documents created by the committee.

Subd. 11c. Any lane changes that result from the award of DREC credits shall take place on the pay date immediately following the DREC Committee meeting referenced in Subd. 11a.

Section 4. Payment Schedule

Teachers shall be paid twice per month. The pay dates are the 15th and the last day of the month or the last business day preceding those dates. Direct deposit is required. The district shall make available a pay stub in the most current format on each payday. The teacher is responsible for correcting an incorrect mailing address.

Section 5. Part Time Calculation

The amount of district compensation for salaries and fringes shall be pro-rated according to the fraction produced by dividing the hours worked by 7.0.

Section 6. Pay Deduction

Whenever pay deduction is made for a teacher's absence, the annual salary, inclusive of benefits, divided by the number of teacher duty days shall be deducted, prorated for the amount of time the teacher is absent.

Section 7. License Retention

Subd. 1. License Retention

For employees hired after July 1, 2014, any employee who possesses a specific license or certification shall maintain that license or certification unless the employee has not used the license in the previous 5 years or the district determines that the license or certification is no longer necessary, required, or germane to their current or potential employment or assignment.

Subd. 2. Licenses or Certifications at District cost

If any part of the training or tuition associated with a certification or licensure was paid for by the district, Article VI, Section 7, Subd. 1 shall not apply and district permission shall be required for the employee to drop the license or certification.

Section 8. Passes for Staff

All members of the bargaining unit will be admitted into all regular season home games for free, upon presentation of their staff ID.

Section 9. College in the Schools and Telepresence Assignments

Teachers given a CIS or telepresence teaching assignment shall be compensated an additional \$500.00 stipend per semester per unique course (not per section). Teachers who teach a combined CIS telepresence course will only receive one stipend per semester.

ARTICLE VII

EXTRA COMPENSATION

Section 1. Extra-curricular Schedule

The wages and salaries reflected in the Appendix C, attached hereto, shall be a part of this Agreement and apply only to licensed teachers employed by Independent School District No. 317.

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Subd. 1. Summer Programs

The salary listed under Appendix D shall apply to summer programs operated in June, July and August following the contract year specified.

Subd. 2. Point Placement

The points in Appendix C shall be applied to the eighth (8) step, B. S. experience level of the negotiated ~~2023-2024~~2025-2026 Appendix A, for school year ~~2023-2024~~2025-2026. The points in Appendix C shall be applied to the eighth (8) step, B. S. experience level of the negotiated ~~2024-2025~~2026-2027 Appendix B, for school year ~~2024-2025~~2026-2027.

Subd. 3. Notice of Assignment

Written annual notice of assignments shall be given.

ARTICLE VIII

GROUP INSURANCE

Section 1. Selection

The selection of the insurance carrier and policy shall be made by the School District as provided by law.

Section 2. Health and Hospitalization Insurance:

Subd. 1. Group Health Plan

Employer shall make available a group health plan to all qualified bargaining unit members who elect to participate in said plan. With respect to qualifying bargaining unit members, Employer shall contribute an amount not to exceed \$600.00 towards the monthly premium cost for single group health coverage, and an amount not to exceed ~~\$1,100.00 during the 2023-2024 school year and an amount not to exceed \$1,300.00 starting in the 2024-2025 school year~~ towards the monthly premium cost for family group health coverage.

Subd. 2. Employer Contributions to the Health Reimbursement Accounts for Active Employees

Subd. 1a. Definition. For the purposes of this agreement, "health reimbursement account" shall mean an account recognized by the Internal Revenue Service in which contributions can be made by the employer for the purposes of healthcare cost reimbursements.

Subd. 1b. Contributions. Employer will make a monthly contribution amount to individual health reimbursement accounts for qualifying bargaining unit members in accordance with the following schedule:

~~\$200.00 per month (up to \$2,100 annually) for each qualified employee who elects single coverage under the district's group health plan.~~

~~\$280.00 per month (up to \$3,360.00 annually) for each qualified employee who elects family coverage under the district's group health plan.~~

~~\$150.00 per month (up to \$1,800.00 annually) for each qualified employee who elects single coverage under the district's group health plan.~~

~~\$230.00 per month (up to \$2,760.00 annually) for each qualified employee who elects family coverage under the district's group health plan.~~

All contributions on behalf of a plan participant shall cease on the date the participant is no longer actively enrolled in the group health plan.

Subd. 3 Hardship

The contribution will be made on a monthly basis over the insurance plan year. If a participant in the health reimbursement arrangement is entitled to receive an annual contribution that is prorated on a monthly basis over the plan year, and the participant incurs one or more claims for an eligible health expense that exceeds the participant's account balance in their account, the Employer may, at the participant's hardship case request, accelerate its prorated contribution for that year to the extent necessary to reimburse the participant for the claim. The total contribution for such a participant shall in no event exceed the contribution to which he or she was originally entitled to for that year.

Subd. 4 Pro-ration.

If a qualified bargaining unit member [or retiree] enters the plan as a participant on a date after the first day of the plan year, the Employer shall prorate the amount of the Employer contribution to reflect the late entry. If the participant incurs one or more claims for an eligible health expense that exceeds the participant's account balance in their account, the Employer may, at the participant's hardship case request, increase its contribution for that year to the extent necessary to reimburse the participant for the claim, but not exceeding the contribution made to similarly situated participants who entered the plan on the first day of the plan year. The participant shall be entitled to the same rights of similarly situated employees to accelerate future employer contributions that are prorated over the plan year.

Subd. 5. Payment of Administrative Fees

All administrative fees allocable to individual health reimbursement accounts of active employees or former employees shall be paid from the employee's account.

Section 3. Dental Insurance

The District shall contribute up to \$48.26 per month toward the premium of single dental insurance or \$62.00 per month toward the premium of family dental insurance for employees. Part-time teachers shall receive benefits proportionate to their percentage of employment.

Section 4. Life Insurance

The District shall contribute up to \$102.00 per year toward the purchase of \$50,000 term life insurance. Part-time teachers shall receive benefits proportionate to their percentage of employment.

Section 5. Long-term Disability Insurance

The School District shall contribute the total dollar amount per month toward the premium of each contract teacher enrolled in the School District group long term disability income plan.

Section 6. Insurance Plan

The exclusive representative reserves the right to conduct a vote of all DREA members enrolled in the health insurance plan to accept or reject, a change in any insurance coverage as proposed by the School District, and pursuant to the state law, subject to the grievance procedure.

Section 7. Terms of Eligibility

Subd. 1. Full or Part Time Status

Full benefits provided in this Article are designed for full time personnel as described in Articles XII and XIII thereof. Part time employees who are employed an average of at least twenty (20) hours per week and ninety (90) days in a school year shall be eligible for partial benefits proportional to the extent of their employment. Eligibility is subject to any limitations contained in the contract between the Insurance Carrier and the District.

Subd. 2. Termination of Employment

A teacher is eligible for insurance contributions as long as the teacher is employed and on paid status by the School District. Upon termination of employment all District contributions shall cease except that in the case of a teacher who has been on payroll status for the full year that teacher shall receive coverage to September 30th.

Subd. 3. COBRA Coverage

Any teacher who leaves the employment of the Deer River School District and who qualifies for Teachers' Retirement Association shall, after all district contributions have ceased, be allowed to remain in the District's health and hospitalization insurance plan at their own expense pursuant to state and federal law.

Section 8. Claims Against the School District

It is understood that the School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claims shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

ARTICLE IX

LEAVES OF ABSENCE

Section 1. Sick Leave

Subd. 1. Accrual Rates

A full-time teacher shall earn fifteen (15) sick leave days per year at a rate of 1.66 days at the end of each month of service in the employ of the School District. Annual sick leave shall accrue monthly as it is earned on a proportionate basis to the teacher's work year.

Subd. 1a. Part Time Proration

Part-time teachers shall receive sick leave on a prorated basis. A day shall be the same in length as the day the pro-rated teachers are contracted for. Teachers moving to full time employment from part time employment shall maintain the leave accrued. Substitutes who at the time of their employment are known to be replacing the same teacher for more than thirty (30) consecutive days shall earn one (1) day per thirty (30) days of employment.

Subd. 2. Unused Sick Days

Unused sick leave days may accumulate to a maximum credit of 160 sick leave days per teacher.

Subd. 3. Allowances

Sick leave with pay shall be allowed by the Superintendent or the Superintendent's designated representative whenever a teacher's absence is found to have been due to the teacher's illness or disability which prevented the teacher's attendance at school and performance of duties on that day or days.

Subd. 4 Sick Leave Benefits; Care of Relatives

An employee may use personal sick leave benefits provided by the employer for absences due to an illness of or injury to the employee's child, adult child, spouse, domestic partner sibling, parent, grandparent, or grandchild, for reasonable periods of time as the employee's attendance may be necessary, on the same terms upon which the employee is able to use sick leave benefits for the employee's own illness or injury. This section applies only to personal sick leave benefits payable to the employee from the employer's general assets.

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

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

For the purposes of this section, "sibling", "parent", "grandparents," or "grandchild" includes stepfamily.

Domestic partner shall mean a person who is neither married nor related by blood or marriage to the employee and is responsible with the employee for each other's welfare.

This section does not prevent the District from providing greater sick leave benefits than are provided for under this section, nor does it exclude the District's responsibility to comply with federal and state law.

Subd. 5. Medical Appointments

A medical appointment for self, spouse, children, or parent requiring the teacher's absence from school shall be deducted from sick leave.

Subd. 6. Medical Certificates

The School District may require a teacher to furnish a medical certificate from a qualified physician as evidence of any illness and/or disability pursuant to this section, indicating such absence was due to illness and/or disability, in order to qualify for sick leave pay.

However, the determination as to the eligibility of a teacher for sick leave is reserved to the School District. If a medical certificate will be required, the teacher will be so notified.

Subd. 7. Preauthorization

Sick leave pay shall be approved only upon submission of an absence request and subsequent approval by school or district administrator using the most current absence request system.

Subd. 8. Pre-use of Unaccrued Sick Days

Teachers may use sick leave in advance in any single year provided they have salary in reserve to cover days granted.

Subd. 9. Donation of Sick Days to Other Teachers

If a teacher encounters a catastrophic medical problem as determined by the district and has had to utilize their accrued sick leave days, fellow teachers may donate one (1) day of his/her sick leave days to the aforementioned, after a request has been made by the exclusive representative and approved by the district.

Section 2. Personal Leave

Subd. 1. Accrual Rate

~~A teacher may be granted a leave at the discretion of the School District of no more than three (3) days per year of which three (3) days may be carried forward into the next school year. The total of accumulated days shall not exceed six (6) days. If a teacher does not use any or all of the allotted personal leave days each year, the remaining days beyond max accrual will be paid out at retired teacher sub pay. At the discretion of the Superintendent of Schools, additional leave may be granted. A teacher may be granted a leave at the discretion of the School District of no more than three (3) days per year of which two (2) days may be carried forward into the next school year. The total of accumulated days shall not exceed five (5) days. In addition, two (2) additional personal days may be taken where the teacher will pay the cost of the substitute teacher. If a teacher does not use any or all of the allotted personal leave days each year, the remaining days beyond max accrual will be paid out at retired teacher sub pay. At the discretion of the Superintendent of Schools, additional leave may be granted.~~

Subd. 1.a. Ten Year Additional Day

~~School Year 2023-2024~~

~~After ten (10) years of service a teacher will be granted one (1) additional day of personal leave. The total of accumulated days shall not exceed five (5).~~

~~Starting in School Year 2024-2025~~

~~At year eight (8) a teacher will be granted one (1) additional day of personal leave. The total of accumulated days shall not exceed seven (7). At year eight (8) a teacher will be granted one (1) additional day of personal leave. The total of accumulated days shall not exceed six (6).~~

Subd. 2. Preauthorization

Requests for personal leave shall be made by completing an absence request at least five (5) days in advance using the absence reporting system. The request shall not indicate the specific reason for the leave but shall state that the leave is being requested pursuant to this section.

Subd. 3. Use Restrictions

Requests for personal leave shall be limited to 10% of the teaching staff per school per day.

Subd. 4. Qualified Use

Personal leave may be granted for situations that arise requiring the teacher's personal attention which cannot be attended to when school is not in session and which are not covered under other provisions of this Agreement.

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Section 3. Leave Conversion: Sick to Personal

Subd. 1. Purpose

To provide flexibility in managing leave balances, the District and the Union agree to allow licensed staff to convert sick leave to personal leave or pay for their substitute under specific conditions.

Subd. 2. Eligibility

1. Teachers may either:

- Convert up to two (2) sick leave days per school year into personal leave days, or
 - Take up to two (2) additional personal leave days by paying the cost of a substitute teacher.
2. To be eligible for sick leave conversion, a teacher must have a minimum balance of ten (10) sick leave days at the time of the request.
3. Personal leave days obtained through either sick leave conversion or substitute teacher payment must be used within the same fiscal year. These days cannot be carried over or paid out at the end of the year.

Subd. 3. Approval and Process

1. Requests must be made in writing to Human Resources at least five (5) school days in advance of the conversion.
2. The district shall deduct the equivalent amount from the teacher's sick leave balance and credit it as personal leave.

Subd. 4. Transparency

1. All leave exchanges will be recorded in the district's time tracking system and visible to the teacher.
2. The teacher shall receive written or electronic confirmation of the conversion including the date of conversion and balances adjusted.

Section 3. Bereavement Leave:

In the event of a death in the immediate family, up to four (4) days of sick leave may be used for bereavement. For the purposes of this subdivision, "immediate family" is defined as the teacher's spouse; the teacher or spouse's child, parent, step-child, brother or sister, grandparents or grandchildren; or the son-in-law or daughter-in-law of the teacher. Two (2) days bereavement leave will be granted in the event of a death of an extended family member. One (1) day bereavement leave will be granted in the event of a non-family member. Bereavement leave will be deducted from sick leave. One additional day may be taken with a deduction from salary at the current substitute rate. Any days taken beyond those specified shall be deducted at 1/181th of the teacher's salary. Personal leave days may be used in addition to bereavement leave specified herein.

Section 4. Association Leave

A public employer must afford reasonable time off to elected officers or appointed representatives of the exclusive representative for the purpose of conducting the duties of the exclusive representative and must, upon request, provide a leave of absence to elected or appointed officials of the D.R.E.A. for a total of six (6) teacher days with no deduction of pay. Any additional days, with the approval of the Superintendent, will be deducted at the current substitute daily rate of pay.

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Section 5. Leave of Absence

Subd. 1. Application

Teachers with a minimum of three (3) years of experience in the School District may apply in writing for an unpaid leave of absence subject to the provisions of this section. The granting of such leave shall be at the sole discretion of the School District.

Subd. 2. Purpose

Such leave may be granted by the School District for overseas teaching, participation in the Peace Corps, Vista, and/or the National Teacher Corps, extended illness of the teacher, extended illness of the teacher's family, civic activities, alternative occupational experiences, teacher organization activity, service in public office, or other reason deemed appropriate by the School District.

Subd. 3. Notification

A teacher on such leave shall notify the School District in writing no later than April 1 of the final leave year of the teacher's intention to return at the conclusion of the leave or to request an extension of the leave. The granting of an extension shall be at the sole discretion of the School District. Failure to notify the district by the April 1 deadline will be deemed to be a resignation from the position for which the leave was granted. The School District may also, at its sole discretion, waive the April 1 notice date if the School District determines there are special circumstances involved.

Section 6. Child Care Leave

Subd. 1. Terms and Conditions

A childcare leave may be granted for up to one year by the School District subject to the provisions of this section to one (1) parent of an infant child, provided such parent is caring for the child on a full-time basis.

Subd. 2. Preauthorization

A teacher making application for childcare leave shall inform the Superintendent in writing of intention to take the leave at least two calendar months before commencement of the intended leave.

Subd. 3. Maternity Leave Correlations

If the reason for the childcare leave is occasioned by pregnancy, a teacher may utilize sick leave pursuant to the sick leave provisions of the Agreement during a period of physical disability. However, a teacher shall not be eligible for sick leave during a period of time covered by a childcare leave. A pregnant teacher will also provide at the time of the leave application, a statement from her physician indicating the expected date of delivery.

Subd. 4. School District Rights

District may adjust the proposed beginning or ending date of a childcare leave (unless the teacher chooses to use the disability leave followed by a childcare leave) so that the dates of the leave are coincident with some natural break in the school year: i.e., winter vacation, spring vacation, semester break or quarter break, end of a grading period, end of the school year, or the like.

Subd. 5. School District Determinations

In making a determination concerning the commencement and duration of a childcare leave, the School Board shall not, in any event, be required to:

- (a) grant any leave more than twelve (12) months in duration
- (b) permit the teacher to return to his or her employment prior to the date designated in the request for childcare leave.

Subd. 6. Re-Employment

A teacher returning from childcare leave shall be re-employed in a position, which he or she is licensed unless previously discharged or placed on un-requested leave.

Subd. 7. Failure to Return

Failure of the teacher to return pursuant to the date determined under this section shall constitute grounds for termination unless the School District and the teacher mutually agree to an extension in the leave.

Subd. 8. Leave Provisions

A teacher who returns from childcare leave within the provisions of this section shall retain all previous experience credit for pay purposes and any unused leave time accumulated under the provisions of this Agreement at the commencement of the beginning of the leave. The teacher shall not accrue additional experience credit for pay purposes or leave time during the period of absence for childcare leave.

Subd. 9. Insurance Continuation

A teacher on childcare leave is eligible to participate in group insurance programs if permitted under the insurance policy provisions, but shall pay the entire premium for such programs as the teacher wishes to retain, commencing with the beginning of the childcare leave. The right to continue participation in such group insurance programs, however, will terminate if the teacher does not return to the district pursuant to this section.

Section 7. Jury Duty Leave

Any teacher who is called to serve jury duty for a municipal, county, state or federal court shall be provided leave with pay for each day of required jury duty service. The teacher shall notify the District of the dates of pending absence as soon as possible following notice of jury duty. The teacher shall reimburse to the District any per diem paid to the juror by the court for jury duty service, on a day when school is in session, except that the teacher shall retain any mileage and meal allowance paid by the court.

Section 8. Court Subpoena

Any teacher subpoenaed to testify in municipal, county, state or federal court (as it directly relates to the responsibility as a teacher of the district) on a non-contract day, shall be paid their daily rate of compensation (1/181 days).

Section 9. Military Leave

Military leave shall be granted pursuant to applicable law.

Section 10. Workers Compensation

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

Section 11. Family and Medical Leave

Subd. 1. Purpose

FMLA leave shall be granted pursuant to the Family and Medical Leave Act of 1993.

Section 12. Paid Family and Medical Leave

P-FMLA shall be granted pursuant to MN Statute Chapter 268B. Family and Medical Benefits. School District will cover 50% of premium costs with the employee covering the remaining 50% of premium costs.

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ARTICLE X

SEVERANCE

Section 1. 403B Matching Contributions

Subd. 1. Eligibility

Beginning February 1, 2000, full-time and part-time teachers who are employed and have completed at least three (3) years of service with Independent School District #317 shall be eligible to participate in a 403b matching contribution plan.

Subd. 2. Contribution Schedule

~~2023-2024 School Year:~~

~~Independent School District #317 will contribute annually an amount equal to the amount contributed by the eligible teacher to the 403b plan not to exceed the amounts shown in the following formula:~~

- ~~• 4-5 years of service in Independent School District #317 - \$800.00~~
- ~~• 6-14 years of service in Independent School District #317 - \$1,200.00~~
- ~~• 15 or more years of service in Independent School District #317 - \$2,000.00~~

~~Starting in the 2024-2025 School Year:~~

Independent School District #317 will contribute annually an amount equal to the amount contributed by the eligible teacher to the 403b plan not to exceed the amounts shown in the following formula:

- 4-5 years of service in Independent School District #317 - \$1,000.00
- 6-14 years of service in Independent School District #317 - \$1,400.00
- 15 or more years of service in Independent School District #317 - \$2,200.00

Subd. 3. New Hires with Previous Experience Eligibility

Teachers who begin teaching in the district and are credited with years of service will be eligible to participate in the 403b match according to the following:

- 4-7 years credited – after two years in the district
- more than seven years credited – after one year in the district

For eligibility as defined in Subd. 2, teachers shall be credited with the number of years given at the initial placement on the salary schedule plus their years of service in ISD #317.

Subd. 4. Part Time Eligibility

Teachers employed less than full time may participate in the above 403b matching plan on a pro rata basis determined by their percentage of full-time employment.

Subd. 5. Contribution Limits

The maximum career matching contribution by Independent School District #317 for any individual teacher shall be \$35,000.00. For teachers hired before July 1, 1995, see Section 2.

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Subd. 6. Authorization Agreement

A salary reduction authorization agreement must be completed by the eligible teacher by October 1st of the school year for the teacher to participate in the 403b matching contribution plan for that school year. Once enrolled, the authorization will remain in force unless the teacher requests changes by October 1st.

Subd. 7. Unpaid Leave Eligibility

Teachers on unpaid leave may not participate in the 403b plan.

Subd. 8. Participating Investment Companies

Contributions can be directed only to those investment companies participating in the 403b match that are presently on file and pursuant to District Policy 715.

Section 2. Sick Leave Buyout Plan

Subd. 1. Eligibility

This section applies only to teachers hired before July 1, 1995.

Subd. 2. Calculation

Teachers with ten (10) or more years of continuous service to the district will receive an amount equal to their accumulated sick leave days up to a maximum of one hundred (100) times the teacher's current daily rate of pay, less the amount contributed by Independent School District #317 to the teacher's 403b plan. This amount will be paid within two years from the time the teacher severs employment with the district, at the teacher's discretion.

Subd. 3. Payment Disbursement

100% of the payment for eligible employees shall be made to the employee's Post Employment Health Care Savings Plan. Employees eligible for the payment outlined in section 2 will contribute to the Post Employment Health Care Savings Plan with 100% of the employee's payment to the Health Care Savings Plan.

Subd. 4. Death Prior to Disbursement

In the event a qualifying teacher or retiree dies before all or any portion of the payment has been distributed, that balance shall be paid to a named beneficiary or to the deceased's estate.

ARTICLE XI

POST HEALTH CARE FOR RETIREES

Section 1. Post Health Care for Retirees

Subd. 1. Post Health Care for Retirees

~~Retirees hired in or before 1981, will receive \$5,000.00 for post health care provided the retiree notifies the district office in writing of their intent to retire by February 28th of the school year they intend to retire. A teacher hired in or before 1981 who retires during the school year prior to April 30th, must notify the district 60 days before they intend to retire to~~

~~receive the \$5000.00. All employees eligible for the \$5,000.00 post health care outlined in this section will have 100% of the employee's payment made to the Health Care Savings Plan.~~

Subd. 2. Extenuating Circumstances

~~A teacher retiring due to unforeseeable or extenuating circumstances (as determined by the district) or a catastrophic medical condition as determined by a physician and is unable to notify the district 60 days before the impending retirement date shall be eligible to receive the \$5,000 contribution provided for under Article XI, Section 1, Subd. 1 of the current contract.~~

ARTICLE XII

HOURS OF SERVICE

Section 1. Basic Day

Subd. 1. Basic Day

The basic teacher's day, inclusive of a duty-free lunch, shall be seven- and one-half hours.

Subd. 2. Additional Time

~~In addition to the basic teacher day, teachers will be on duty for an additional 90 minutes per week. Of that time, 30 minutes may be used by the district for staff development time. The remainder of the time shall be for teacher responsibilities or other activities as determined by building leadership teams and a representative of the district. In the absence of a building leadership team, decisions about the remainder of the teacher duty time shall be made between a representative of the district and the DREA executive committee.~~

Subd. 3. Short Weeks

~~In weeks with 3 student days or fewer, there shall be 60 additional minutes, of which 30 are available for staff development. In weeks with zero student days, no additional minutes are required.~~

Subd. 4. Part-time staff

~~Total weekly additional time for part-time staff shall be prorated according to their contract hours, however, part-time staff are expected to attend all staff development activities that full-time staff attend.~~

Section 2. Building Hours

The specific start time for each building may vary according to the needs of the educational program of the School District and each school site. The District may set varying start times for each site. On Fridays and days before student vacation, teachers shall be allowed to leave the building at the time the last bus typically leaves the premises on a normal, full-length school day.

Section 3. Open House

Employees shall be required to work an additional two (2) hours beyond the regular workday for the annual Open House event.

1. The date and time of the event will be communicated at least 30 calendar days in advance.

2. In exchange for the additional hours worked, employees may choose one of the following:

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- Compensation at their daily rate of pay prorated hourly, or
- The option to bank the two (2) hours for future use, to be taken as time off on a date of the employee's choosing with advance administrative approval.

Section 3. Preparation Time

Minnesota Statute 2000, 122A.50: Within the student day for every twenty-five (25) minutes of classroom instructional time, a minimum of five (5) additional minutes of preparation time shall be provided to each licensed teacher. Preparation time shall be provided in one or two uninterrupted blocks during the student day. Exceptions to this may be made by mutual agreement between the district and the exclusive representative of the teachers.

Subd. 1. Assignments of Time

Full time secondary teachers will be assigned an advisory period for which no prep is required, five (5) classes and two (2) preparation periods or an advisory for which no prep is required, five (5) classes, one (1) supervisory period and one (1) preparation period

Subd. 2. Additional Class and Preparation Time

By mutual consent of the teacher and District, a teacher may teach six (6) classes (one of which will be offered at least twice) and one (1) preparation period during the school year. The teacher shall be compensated with additional pay in the amount of \$2,000.00 per semester for each semester in which the teacher has six (6) assigned classes.

Subd. 3. Additional Class Assignment Procedure

When a sixth classroom period of instruction is requested:

- The position shall be offered to the most senior teacher certified in that area.
- If that teacher does not accept the assignment, it will be offered to other teachers in order of seniority.

Subd. 4. King Teachers & 6th Grade Overload

~~Starting in School Year 2024-2025~~

If a teacher is assigned additional students for the day due to another teacher's absence, that teacher shall be provided additional compensation at the daily substitute rate of pay; if a teacher is assigned additional students for a portion of a day, the teacher shall be provided compensation by prorating the daily substitute rate of pay. If an absent teacher's class is split amongst two or more teachers, for any portion of the day, the substitute daily rate of pay shall be split evenly amongst those teachers absorbing additional students in their class.

ARTICLE XIII

LENGTH OF THE SCHOOL YEAR

Section 1. Teacher Duty Days:

Student contact and workshop days shall total ~~+8+~~ 180 days.

Subd. 1. End of Quarter Days

The District may use a half day for Professional Development on teacher workshop days at the end of Quarter 1 and Quarter 3.

Teacher workshop days scheduled for Quarter 2 and Quarter 4 are allotted for teacher use and may be done either in district or working from home.

Section 2. Emergency Closing

Teachers shall not be obligated to appear at their respective schools when the weather is inclement as to cause emergency school closing (two-hour delay included) and shall be allowed to leave if dismissal is early.

Section 3. Scheduled Make Up Days

In the event of more than two student days or teacher duty days lost for any emergency, the teacher shall perform duties at the end of the scheduled school year in lieu thereof, as the School District or its designated representative shall determine, if any.

ARTICLE XI~~IV~~

UNREQUESTED LEAVE OF ABSENCE (ULA) AND SENIORITY AGREEMENT

Section 1. Purpose

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

Section 2. Definitions

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

Subd. 1. Teacher

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

Subd. 2. Qualified Teacher

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

Subd. 3. Original Date of Hire

For the purposes of seniority, the original date of hire shall refer to the first day of instructional service.

Subd. 4. Seniority

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

Subd. 5.] Part-time seniority

Prior to July, 1981, original date of hire shall determine seniority. Part-time service shall equal full-time seniority for each year prior to July 1, 1981.

- a) Teachers working 50% of the school year or more shall receive a full year of seniority.
- b) Subsequent to July 1, 1981, seniority for less than ~~50%-time~~50%-time personnel shall use the following formula:
 - 1) All less than ~~50%-time~~50%-time teachers shall be placed on a seniority list with experience to accrue by accumulating hours with one year being equal to 1,260 hours. (Example: ~~a~~: a teacher working 2/7 of a year's seniority.)
 - 2) ~~Long-term~~Long-term substitute working under M.S. 123.35 (full year) shall accrue one full year seniority.

Section 3. Unrequested leave of absence. The board may place on unrequested leave of absence, without pay or fringe benefits, as many teachers as may be necessary because of discontinuance of position, lack of pupils, financial limitations, or merger of classes caused by consolidation of districts. The unrequested leave is effective at the close of the school year. In placing teachers on unrequested leave, the board is governed by the following provisions:

Subd. 1. Continuing contract teachers: A teacher who has acquired continuing contract rights must not be placed on unrequested leave of absence (ULA) while Tier 1-licensed, Tier 2- licensed, or probationary teachers are retained in positions for which the teacher who has acquired continuing contract rights is licensed. Tier 3 and 4 continuing contract teachers shall be placed on unrequested leave of absence in inverse order of seniority, as calculated by initial date of hire as a licensed teacher.

Section 4. Notice to teachers. Following school board action on discontinued positions and school board action proposing placement of teachers on unrequested leave of absence, each individual teacher proposed for placement on unrequested leave of absence shall receive notice of the proposed placement that:

- a) states the applicable grounds for the proposed placement;
- b) provides notice to the teacher of their right to request a hearing on the proposed placement within 14 days from the receipt of the notice; and
- c) provides notice to the teacher that failure to request a hearing will be deemed acquiescence to the school board's proposed placement action.
- d) Proposed ULA action by the board must take place prior to April 15.

Section 5. Right to a hearing and decision: If the teacher requests a hearing, teachers proposed for placement on unrequested leave of absence pursuant to school board action shall be entitled to a hearing and challenge the proposed placement pursuant to the grievance procedure as provided in this agreement commencing at the arbitration level.

Section 6. Final board action. Final school board action to place a teacher on unrequested leave of absence must take place prior to June 15. Final school board action must not occur before notice to the teacher as required above and acquiescence, or notice to the teacher as required above and the arbitrator decision.

Section 7. Reinstatement: A teacher placed on unrequested leave of absence shall have rights to reinstatement for a period of five years or until the teacher is fully reinstated, after which the right to reinstatement shall terminate. Teachers placed on unrequested leave of absence must be reinstated to the positions from which they have been given leaves of absence or, if not available, to other available positions in the school district in fields in which they are licensed. Reinstatement must be in the inverse order of placement on leave of absence. A teacher on unrequested leave does not forfeit the right to reinstatement when accepting a position for less than the full position they were placed on leave from, or when they refuse an offered position.

Section 8. Vacancies and notification: No teacher shall be hired by the School District while any qualified teacher is on unrequested leave of absence in that field of licensure unless the teacher fails to advise the school board of their desire to accept the position within 30 days of the date of notification that a position is available to that teacher on unrequested leave. The district will not apply for a tier 1 or tier 2 teaching license for any

individual while a teacher who has acquired continuing contract rights is on unrequested leave of absence unless the position has been offered to and rejected by the teacher on ULA.

Section 9. Seniority: Seniority for purposes of ULA means initial date of service with the school district in a position requiring a license.

Section 10. Seniority tiebreakers: In the case of equal seniority, the following steps will be followed in order until the tie is broken.

Step A. Years of service in teaching

Step B. Total credits beyond a bachelor's degree

Step C. Total graduate level credits beyond a bachelor's degree

Step D. Most recent summative evaluation outcome

Section 11. Benefits while on leave. Teachers placed on unrequested leave of absence shall remain eligible for participation in the school district's group insurance programs at their own expense for the duration of their reinstatement period.

Section 12. Employment rights during leave: A teacher placed on unrequested leave of absence may engage in teaching or any other occupation during the period of this leave.

Section 13. Continuing contract rights and service credits: The unrequested leave of absence must not impair the continuing contract rights of a teacher or result in a loss of credit for previous years of service. A teacher's continuing contract must remain in full force and effect, except as modified by mutual consent of the board and the teacher. Any agreement to mutually modify continuing contract rights must be in writing and can only occur after the teacher is provided with an explanation of their rights under the continuing contract statute and an opportunity to consult with the exclusive representative. The School District agrees to provide notice to the exclusive representative of all mutual modifications of continuing contracts prior to the modifications being finalized.

Section 14. Unemployment benefits while on ULA: Nothing in this subdivision shall be construed to impair the rights of teachers placed on unrequested leave of absence to receive unemployment benefits if otherwise eligible.

Section 15. Terminations: The same provisions applicable to terminations of probationary or continuing contracts in Minnesota Statutes 122A.40 subdivisions 5 and 7 must apply to placement on unrequested leave of absence.

Section 16. Filing Licenses and Preparation of Seniority Lists

Subd.1. Filing of licenses: In any year in which the School District is placing teachers on unrequested leave of absence, only those teaching licenses actually received by the Superintendent's office as of January 1 of that year are considered for purposes of determining layoff within areas of licensure. A license filed after January 1 will be considered for purposes of recall, but not for layoff.

Subd. 2. Preparation and posting of seniority and licensure lists: By October 1 of each school year, the School District shall create and post a seniority and licensure list. The list will include the name of every teacher, their seniority date, continuing contract or

probationary status, and licensure area by tier. The list will be posted at all school buildings in the district and email notification will be provided to teachers when the list is initially posted.

Subd. 3. Request for change: Any teacher with a correction or omission with the seniority and licensure list shall have twenty business days from the date of posting to provide a written request for a change to the seniority and licensure list.

Subd. 4. Final list: Within ten business days after the request for change period has ended, the School District will prepare and post a final seniority and licensure list. The list will be posted at all school buildings in the district and email notification will be provided to teachers. The final seniority and licensure list shall be binding on the School District and any teacher, subject to the grievance procedure.

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Section 17. Vacancies and posting process: Whenever a teaching or extra-curricular position becomes available for assignment, the District shall post, for a minimum of two weeks, notice of that available position. All postings shall be made to the District website and sent via e-mail to all licensed staff's district e-mail on the day the position is posted. The District shall also post the position to at least one statewide online teacher job posting site. The available position shall not be filled during that time, except in the case of an emergency or immediate need. In such cases, no opening that must be filled immediately shall be filled until it has been posted for at least three (3) weekdays.

Subd. 1. Posting: The posting shall be made in each building, with a copy to the Union.

Subd. 2. Dates: Each posting shall indicate the date such notice is posted and the date the posting expires.

Subd. 3. Application: Teachers may apply for transfer, assignment, or reassignment to an available position provided they:

- i. make written application prior to the expiration date of the notice, and;
- ii. possess a valid license to teach in the subject area or grade level that requires such licensure.

Subd. 4: Summer posting rules: During the summer, the District shall send a copy of the posting to the Union and email the posting to all licensed staff. No vacancies shall be filled during the summer until July 15 for at least five (5) days after the posting has been made. After July 15, vacancies must be posted for at least three (3) days before being filled.

Subd. 5: Exceptions: Posting requirements shall not apply in cases where teachers on unrequested leave of absence have a right to positions that become vacant.~~Section 3. Unrequested Leave of Absence~~

~~In placing an individual on unrequested leave, the Board shall be governed by the following provisions:~~

Subd. 1. Terms

~~The School Board may place on ULA such teachers as may be necessary because of discontinuance of position, lack of pupils, financial limitations, or merger of classes. Such leave of absence shall continue for a period of three (3) years, after which the right to reinstatement shall terminate; provided the teacher's right to reinstatement shall also terminate if the teacher fails to file with the Superintendent, by March 1st of each year, a written statement requesting reinstatement. Such leave shall be effective no later than the close of the school year or at such earlier time as mutually agreed upon by the teacher and the School Board.~~

Subd. 2. Notice

~~Teachers placed on such leave shall receive notice by April 15th of the school year prior to the commencement of such leave with reasons for said placement.~~

Subd. 3. Placement

~~No teacher who has acquired continuing contract rights shall be placed on unrequested leave of absence while probationary teachers, Tier 1, or Tier 2 teachers are retained in positions for which the teacher who has acquired continuing contract rights is licensed.~~

~~Teachers shall be placed on ULA in inverse order of seniority in the field and subject matter employed with the following exceptions: 1) No teacher shall be placed on ULA if any other qualified teacher employed in the same field and subject matter is on a "Teacher Improvement Plan" as provided for in the "Teacher Evaluation and Peer Review Process" required in M.S. 122A.40, Subd. 8.; 2) No teacher holding a master's degree or higher in the field and subject matter employed shall be placed on ULA if any other qualified teacher employed in the same field and subject matter holds less than a master's degree in the field or subject matter employed. A graduate degree of master's or higher will not provide protection from ULA if the degree is not in the subject matter for which the teacher is employed; 3) No teacher who has received specialized training or certification at the expense of the School District shall be placed on ULA if there exists any other qualified teacher employed in the same field and subject matter. —~~

Subd. 4. Tiebreaker

~~In the event a reduction in number of teachers creates a situation requiring that a choice be made among teachers who have equal seniority, the selection of the teacher(s) for purposes of reduction shall be made at the discretion of the School District in consultation with the DREA president based on criteria including:~~

- ~~1) Special or advanced certifications obtained in the teacher's field and subject matter employed.~~
- ~~2) Performance and evaluations~~
- ~~3) Evidence of training outside of degree/work toward professional growth~~
- ~~4) Evidence, including experience in other school districts~~
- ~~5) Involvement in district/building leadership~~
- ~~6) Involvement in extra-curricular assignments/activities~~

Subd. 5. Reinstatement

Process:

~~No new teacher shall be employed by the School District while any qualified teacher is on ULA in the same field and subject matter, unless the teacher fails to advise the School Board within ten (10) weekdays of the date of notification that a position is available to the teacher.~~

~~Failure to accept, in writing, within such ten (10) weekday period shall constitute a waiver on the part of the teacher to any further rights of employment or reinstatement, and that teacher shall forfeit any future reinstatement or employment rights, unless said teacher is under contract to another school system, in which case, the teacher may defer return until a time convenient to the programs of both Districts, but in no event beyond the start of the next school year.~~

~~Teachers placed on ULA shall be reinstated to the positions from which they have been placed on ULA or any other available positions in the School District in the fields in which they are qualified as such positions become available. The order of reinstatement shall be in inverse order in which teachers were placed on ULA.~~

~~The order of reinstatement of teachers who have equal seniority and who are placed on unrequested leave in the same school year shall be determined following the same tie-breaker considerations and process listed in Section 3 (Unrequested Leave of Absence), Subd. 4. (Tiebreaker).~~

Subd. 6. Notices:

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

Subd. 7. Vacancies

~~No appointment of a new teacher shall be made while there is available, on unrequested leave, a teacher who is properly licensed to fill such vacancy, unless the teacher fails to advise the School Board within thirty (30) days of the date of notification that a position is available to the teacher, that the teacher may return to employment and will assume the duties of the position to which appointed on a future date determined by the Board.~~

Subd. 8. Reinstatement Rights

~~Reinstatement rights shall automatically cease three (3) years from the date ULA was commenced, and no further rights to reinstatement shall exist unless extended by written mutual consent of the School Board and the qualified teacher.~~

Subd. 9. Employment Elsewhere During ULA

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

Subd. 10. Continuing Contract Rights Impairment

~~The unrequested leave of absence shall not impair the continuing contract rights of the teacher or result in a loss of credit for previous year of service.~~

Subd. 11. Re-Employment Compensation

~~Nothing in this subdivision shall be construed to impair the rights of a teacher placed on unrequested leave of absence to receive reemployment compensation if otherwise eligible.~~

~~Subd. 12. Recall While Employed Elsewhere~~

~~If a teacher being recalled is under contract to another school system, the teacher may, defer return until a time convenient to the programs of both Districts, but in no event beyond the start of the next school year.~~

~~Subd. 13. ULA While on Regular Leave~~

~~A teacher who is on leave of absence but who would have been placed on unrequested leave had they been actively working in the District, will be placed on unrequested leave in accordance with the applicable provisions of this Article.~~

~~Subd. 14. Vacancies Due to Approved Leave~~

~~If there is a vacancy created by an approved leave those teachers on unrequested leave of absence (if appropriately licensed) shall be eligible to fill such positions.~~

~~Subd. 15. Health Insurance Provisions~~

~~Employees on unrequested leave can remain in the medical insurance plan PURSUANT TO COBRA. The full premium cost shall be pre paid to the District on a monthly, quarterly or annual basis.~~

~~Subd. 16. Filing of Licenses~~

~~In any year in which a reduction of teaching positions is occurring and the School Board is placing teachers on ULA, only those licenses active and valid according to state of Minnesota shall be considered for purposes of determining ULA within areas of licensure for the following school year. — A license filed after January 15th shall be considered for purposes of reinstatement but not for the current reduction.~~

~~Subd. 17. ULA Challenge Procedure~~

~~Right to a hearing and decision: If the teacher requests a hearing, teachers proposed for placement on unrequested leave of absence pursuant to school board action shall be entitled to a hearing and challenge the proposed placement pursuant to the grievance procedure as provided in this agreement commencing at the arbitration level.~~

~~Subd. 18. Effect~~

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

~~Section 4. — Establishment of Seniority List~~

~~Subd. 1. Seniority List Preparation and Posting Procedure~~

~~The School Board shall annually cause a seniority list (by name, date of employment, licensure and subject area taught) to be prepared from its records by no later than October 1. It shall thereupon post such list in an official place in each school building of the District.~~

Subd. 2. Disagreement of Seniority List

~~Any person whose name appears on such list and who may disagree with the findings of the School Board and the order of seniority in said list shall have twenty (20) working days from the date of posting to supply written documentation, proof and request for seniority change to the School Board.~~

Subd. 3. Disagreement Evaluations and Annual Updates

~~Within ten (10) days thereafter, the School District shall evaluate any and all such written communications regarding the order of seniority contained in said list and may make such changes the School Board deems warranted. Disputes regarding the seniority list shall be resolved using the grievance procedure. A final seniority list shall thereupon be prepared by the School Board, which list as revised shall be binding on the School District and any teacher. Each year thereafter the School Board shall cause such seniority list to be updated to reflect any addition or deletion of personnel caused by retirement, death, resignation, other cessation of services, of new employees. Such yearly revised list shall govern the application of the unrequested leave of absence policy until thereafter revised.~~

Section 5. Name and Address Change Notification Requirements

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

ARTICLE XIV

GRIEVANCE PROCEDURE

Section 1. Definitions

Subd. 1. Grievance

The word "grievance" shall mean a dispute or disagreement on applying or interpreting a contract term.

Section 2. Representative

The exclusive representative or School Board may be represented during any step of the procedure by any person or agent designated by such party to act in the party's behalf.

Section 3. Definitions and Interpretations

Subd. 1. Extension

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

Subd. 2. Days

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

Subd. 3. Computation of Time

In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default for which the designated period of time begins to run shall not be

included. The last day of the period so computed shall be counted, unless it is a Saturday, a Sunday, or a legal holiday, in which event, the period runs until the end of the next day which is not a Saturday, a Sunday, or a legal holiday.

Subd. 4. Filing and Postmark

The filing or service of any notice or document herein shall be timely if it is personally served, if it is delivered via email with a timestamp, or if it bears a certified postmark of the United States Postal Service within the time period.

Section 4. Time Limitation and Waiver

A grievance shall not be valid for consideration unless the grievance is submitted to the School District's designee in writing, setting forth the facts and the specific provision(s) of the Agreement allegedly violated, and the particular relief sought within twenty five (25) days after the date that the first event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the teacher and the School District's designee.

Section 5. Grievance Steps

The School District and the teacher shall attempt to adjust all grievances which may arise during the course of employment of any teacher within the School District in the following manner:

Subd. 1. Level I

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

Subd. 2. Level II

In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the Superintendent, provided such appeal is made in writing within ten (10) days after the receipt of the decision in Level I. If a grievance is properly appealed to the Superintendent, the Superintendent or his/her designee shall set a time to meet regarding the grievance within fifteen (15) days after receipt of the appeal. Within ten (10) days after the meeting, the Superintendent or his/her designee shall issue a decision in writing to the parties involved.

Subd. 3. Level III

In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the School Board, provided such appeal is made in writing within ten (10) days after receipt of the decision in Level II. If a grievance is properly appealed to the School Board, the School Board shall set a time to hear the grievance within twenty (20) days after receipt of the appeal. Within ten (10) days after the meeting, the School Board shall issue its decision in writing to the parties involved. At the option of the School Board, a committee or representative(s) of the School Board may be designated by the School Board to hear the appeal at this level and report the findings and recommendations to the School Board. The School Board shall then render its decision.

Section 6. School Board Review

The School Board reserves the right to review any decision issued under Level I or Level II of this procedure provided the School Board, or its representative(s) notifies the parties of the

intention to review within ten (10) days after the decision has been rendered. In the event the School Board reviews a grievance under this section, the School Board reserves the right to reverse or modify such decision.

Section 7. Denial of Grievance

Failure by the School Board or its representative to issue a decision within the time period provided herein shall constitute a denial of the grievance, and the teacher may appeal it to the next level.

Section 8. Mediation Procedures

In the event that the teacher and the School Board are unable to resolve any grievance, the grievance may be submitted to mediation as defined herein:

In the event that the exclusive representative and the School District are unable to resolve any grievance, the parties may jointly agree to participate in mediation by the Bureau of Mediation Services (BMS) for the purpose of compromising, settling, or resolving the grievance prior to submitting a grievance to arbitration.

Subd. 1. Request

A request to submit a grievance to mediation must be made in writing using a Grievance Mediation Agreement form, signed by the exclusive representative or the School District, and delivered to the designee of the other party. The other party shall respond within ten (10) working days to accept or deny the submission of a grievance to mediation.

Subd. 2. Mediation

The assigned mediator shall schedule one (1) or more mediation sessions. The mediation shall be conducted in conformance with Bureau of Mediation Services Policies and Procedures regarding Grievance Mediation. The mediator does not have authority to order discovery.

Grievance timelines shall automatically be suspended while in Grievance Mediation.

Subd. 3. Costs of Mediation

The costs of mediation shall be borne equally by both parties. Each party shall bear its own costs related to representation during the mediation process.

Subd. 4 Recommendation

The recommendations of the mediator, if any, shall be advisory only and shall not be binding on either party. No offers, counter offers, recommendations, references to the mediation, or any documentation relating to grievance mediation shall be used by either party in any subsequent proceeding.

Subd. 5 Resolution

If resolution is reached, the agreement shall be put in writing. If agreement or resolution is not reached, the grievance process shall be automatically resumed at the beginning of the timeline for the moving party to request arbitration.

Section 9. Arbitration Procedure

Subd. 1. Request

A request to submit a grievance to arbitration must be in writing signed by the aggrieved party, and such request must be filed in the office of the Superintendent within ten (10) days following the decision in Level III of the grievance procedure.

Subd. 2. Prior Procedure Required

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

Subd. 3. Selection of Arbitrator

Upon the proper submission of a grievance under the terms of this procedure, the parties may, within ten (10) days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the Commissioner of the Bureau of Mediation Services to submit a panel of seven (7) arbitrators to the parties, pursuant to PELRA, provided such request is made within twenty (20) days after request for arbitration. The request shall ask that the panel be submitted within ten (10) days after the receipt of said request. Within ten (10) days after receipt of the panel, the parties shall alternately strike names, and the remaining name shall be the arbitrator to hear the grievance. The order of striking will be determined by lot. Failure to agree upon an arbitrator or the failure to request an arbitrator from the Commissioner within the time period as provided herein shall constitute a waiver of the grievance.

Subd. 4. Hearing

The grievance shall be heard by a single arbitrator, and both parties may be represented by such person(s) as they may choose and designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing denovo.

Subd. 5. Decision

Decisions by the arbitrator in cases properly before them shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided in PELRA. The arbitrator shall issue a written decision and order including findings of fact which shall be based upon substantial and competent evidence presented at the hearing. All witnesses shall be sworn upon oath by the arbitrator.

Subd. 6. Expenses

Each party shall bear its own expenses in connection with arbitration, including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording of the hearing shall be made at the request of either party. The parties shall share equally fees and expenses of the arbitrator, the cost of the transcript or recording if requested by either or both parties, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration. However, the party ordering a copy of such transcript shall pay for such a copy.

Subd. 7. Jurisdiction

The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before them pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written Agreement. In considering any issue in dispute,

the arbitrator's order shall give due consideration to the statutory rights and obligations of the School District to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

Section 10. Election of Remedies and Waiver

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

ARTICLE XVI

EARLY CHILDHOOD FAMILY EDUCATION TEACHERS

Section 1. Statutory Considerations

Pursuant to Minn. Stat. 122A.26, Subd. 2 an Early Childhood Family Education (ECFE) teacher who teaches in an early childhood and family education program, which is offered through a community education program which qualifies for community education aid or ECFE aid, must meet licensure requirements as a teacher. Pursuant to PELRA, ECFE teachers are part of the bargaining unit.

Section 2. Application of Contract

The parties recognize that the employment of ECFE teachers is unique and market driven, and accordingly requires particular consideration in the contract because of this unique employment relationship.

Section 3. Probationary Period

The probationary period of ECFE teachers shall be three school years of continuous service. During the probationary period, the School District shall have the unqualified right to suspend, discharge or otherwise discipline an employee, and the employee shall have no recourse to the grievance procedure. Upon completion of the probationary period, an employee may be suspended or discharged only for just cause and such employee shall have access to the grievance procedure.

Section 4. Layoff and Recall

ECFE teachers shall have seniority only as an ECFE teacher and shall have a separate seniority list consisting only of ECFE teachers. An ECFE teacher shall not have any rights to any other teaching position in the School District. ECFE teachers shall be laid off and recalled within order of seniority with other ECFE teachers.

Section 5. Compensation

<u>POSITION</u>	<u>Hours</u>	<u>2023-20242025-2026</u>	<u>2024-20252026-2027</u>
		Hourly Rate	Hourly Rate
Site Contact	EC Hours	\$ 33.51	\$ 34.01

EC Educator and Parent Educator:

- 0-3 years exp. (85% of 10 years exp.)
EC Hours \$ 22.97 \$ 23.31
- 4-6 years exp. (90% of 10 years exp.)
EC Hours \$ 24.32 \$ 24.68
- 7-9 years exp. (95% of 10 years exp.)
EC Hours \$ 25.67 \$ 26.06
- 10 years exp. or more
EC Hours \$ 27.00 \$ 27.41

Section 6. Applicable Sections of the Collective Bargaining Agreement

ECFE teachers shall be covered by the following sections of the collective bargaining agreement:

Article I	Purpose
Article II	Recognition of Exclusive Representative
Article III	Definitions
Article IV	School Board Rights
Article V	Teacher Rights
Article VII	Extra Compensation
Article VIII	Group Insurance
Article IX	Leaves of Absence
Article X	Section 1, Severance
Article XV	Grievance Procedure
Article XVII	Duration

Section 7. Sections of the Collective Bargaining Agreement Not Applicable

ECFE teachers shall not be eligible for the following articles of the collective bargaining agreement, which apply only to regularly licensed continuing contract teachers:

Article VI	Basic Schedule and Rates of Pay
Article X	Section 2, Severance
Article XII	Hours of Service
Article XIII	Length of the School Year
Article XIV	~~Unrequested Leave~~

Section 8. Hours of Service, Duty Day, Duty Week, and Duty Year

Recognizing the unique, changing and irregular nature of the ECFE program, hours of service, duty day, duty week and duty year shall be as assigned by the Early Childhood Director, Early Childhood Coordinator and/or the School District and modified from time to time based upon the needs of the program.

ARTICLE XVII

DURATION

Section 1. Terms and Reopening Negotiations

This Agreement shall remain in full force and effect for a period commencing on July 1, ~~2023~~2025, through June 30, ~~2025~~2027, and thereafter until modifications are made pursuant to

the P.E.L.R.A. If either party desires to modify or amend this Agreement commencing on July 1, ~~2023~~2025, it shall give written notice of such intent no later than May 1, ~~2024~~2026. Unless otherwise mutually agreed, the parties may commence negotiations after January 1st.

Section 2. Effect

This Agreement constitutes the full and complete Agreement between the School Board and the exclusive representative representing the teachers of the District. The provisions herein relating to terms and conditions of employment superseded any and all prior Agreements, resolutions, School District policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

Section 3. Finality

Any matters relating to the current contract terms, whether or not referred to in this Agreement shall not be open for negotiations during the term of this Agreement.

Section 4. Severability

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

Section 5. No Strike Clause

There shall be no strikes or lockouts during the term of this Agreement pursuant to the P.E.L.R.A.

APPENDIX A

This salary schedule is based on both (quarter) and semester credits.
One semester credit is equal to 1.5 quarter credits.

2025 - 2026 Salary Matrix

Step	BA	BA+10	BA+20	BA+30	BA+40/MA	MS/MA+10	MS/MA+20	MS/MA+30
<u>1</u>	<u>45,584</u>	<u>46,952</u>	<u>48,360</u>	<u>49,811</u>	<u>51,305</u>	<u>52,845</u>	<u>54,430</u>	<u>56,063</u>
<u>2</u>	<u>47,408</u>	<u>48,830</u>	<u>50,295</u>	<u>51,803</u>	<u>53,358</u>	<u>54,958</u>	<u>56,607</u>	<u>58,306</u>
<u>3</u>	<u>49,304</u>	<u>50,783</u>	<u>52,307</u>	<u>53,876</u>	<u>55,493</u>	<u>57,157</u>	<u>58,871</u>	<u>60,638</u>
<u>4</u>	<u>51,276</u>	<u>52,815</u>	<u>54,399</u>	<u>56,031</u>	<u>57,712</u>	<u>59,443</u>	<u>61,227</u>	<u>63,063</u>
<u>5</u>	<u>53,327</u>	<u>54,927</u>	<u>56,575</u>	<u>58,272</u>	<u>60,021</u>	<u>61,821</u>	<u>63,676</u>	<u>65,585</u>
<u>6</u>	<u>55,461</u>	<u>57,125</u>	<u>58,838</u>	<u>60,603</u>	<u>62,421</u>	<u>64,294</u>	<u>66,222</u>	<u>68,209</u>
<u>7</u>	<u>57,678</u>	<u>59,409</u>	<u>61,192</u>	<u>63,027</u>	<u>64,918</u>	<u>66,866</u>	<u>68,871</u>	<u>70,937</u>
<u>8</u>	<u>59,986</u>	<u>61,786</u>	<u>63,639</u>	<u>65,548</u>	<u>67,515</u>	<u>69,540</u>	<u>71,626</u>	<u>73,775</u>
<u>9</u>	<u>62,386</u>	<u>64,257</u>	<u>66,185</u>	<u>68,170</u>	<u>70,215</u>	<u>72,321</u>	<u>74,492</u>	<u>76,726</u>
<u>10</u>	<u>64,881</u>	<u>66,827</u>	<u>68,832</u>	<u>70,897</u>	<u>73,024</u>	<u>75,215</u>	<u>77,471</u>	<u>79,796</u>
<u>11</u>	<u>67,476</u>	<u>69,501</u>	<u>71,585</u>	<u>73,733</u>	<u>75,945</u>	<u>78,224</u>	<u>80,570</u>	<u>82,986</u>
<u>12</u>	<u>70,175</u>	<u>72,281</u>	<u>74,449</u>	<u>76,682</u>	<u>78,983</u>	<u>81,352</u>	<u>83,793</u>	<u>86,306</u>

2023 - 2024 Salary Matrix

Step	BA	BA+10	BA+20	BA+30	BA+40/MA	MS/MA+10	MS/MA+20	MS/MA+30
<u>1</u>	<u>43,397</u>	<u>44,699</u>	<u>46,040</u>	<u>47,421</u>	<u>48,844</u>	<u>50,309</u>	<u>51,818</u>	<u>53,373</u>
<u>2</u>	<u>45,133</u>	<u>46,487</u>	<u>47,882</u>	<u>49,318</u>	<u>50,798</u>	<u>52,321</u>	<u>53,891</u>	<u>55,508</u>
<u>3</u>	<u>46,938</u>	<u>48,346</u>	<u>49,797</u>	<u>51,291</u>	<u>52,830</u>	<u>54,415</u>	<u>56,047</u>	<u>57,728</u>
<u>4</u>	<u>48,816</u>	<u>50,281</u>	<u>51,789</u>	<u>53,343</u>	<u>54,943</u>	<u>56,591</u>	<u>58,289</u>	<u>60,037</u>
<u>5</u>	<u>50,769</u>	<u>52,291</u>	<u>53,861</u>	<u>55,476</u>	<u>57,141</u>	<u>58,855</u>	<u>60,621</u>	<u>62,438</u>
<u>6</u>	<u>52,800</u>	<u>54,384</u>	<u>56,014</u>	<u>57,695</u>	<u>59,426</u>	<u>61,209</u>	<u>63,045</u>	<u>64,937</u>
<u>7</u>	<u>54,911</u>	<u>56,558</u>	<u>58,256</u>	<u>60,003</u>	<u>61,803</u>	<u>63,657</u>	<u>65,567</u>	<u>67,533</u>
<u>8</u>	<u>57,107</u>	<u>58,821</u>	<u>60,585</u>	<u>62,403</u>	<u>64,275</u>	<u>66,203</u>	<u>68,190</u>	<u>70,235</u>
<u>9</u>	<u>59,392</u>	<u>61,174</u>	<u>63,009</u>	<u>64,899</u>	<u>66,846</u>	<u>68,851</u>	<u>70,918</u>	<u>73,044</u>
<u>10</u>	<u>61,768</u>	<u>63,621</u>	<u>65,529</u>	<u>67,495</u>	<u>69,520</u>	<u>71,606</u>	<u>73,754</u>	<u>75,967</u>
<u>11</u>	<u>64,239</u>	<u>66,166</u>	<u>68,150</u>	<u>70,195</u>	<u>72,301</u>	<u>74,470</u>	<u>76,704</u>	<u>79,005</u>
<u>12</u>	<u>66,808</u>	<u>68,813</u>	<u>70,877</u>	<u>73,003</u>	<u>75,193</u>	<u>77,449</u>	<u>79,772</u>	<u>82,165</u>

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Longevity #1 - ~~16-19 years~~ <u>13 - 15 years</u>	<u>1,000</u> ~~500~~
Longevity #2 - ~~20-29 years~~ <u>16 - 19 years</u>	<u>1,750</u> ~~1,000~~

Longevity #3 – ~~30-20~~ or more years	~~2,250~~ 1,750
* ~~Employees hired before 7/1/1997~~	~~2,250~~
Certifications eligible for One-Time Stipends: *If renewable, will receive stipend again	
~ Board Certified Teachers -NBPTS	1,000
~ National Certified Counselor - NBCC	1,000
~ Speech/Language Clinician (Certificate of Clinical Competency) – ASHA – CCC – SLP	1,000
~ Board Certified Behavior Analyst (BCBA)	1,000
~ Pediatric Certified Specialist – Physical Therapist (ABPTS-PCS)	1,000
~ Nationally Certified School Psychologist (NASP-NCSP)	1,000
~ Licensed Independent Social Worker/Licensed Independent Clinical Social Worker	1,000
~ Career and Technical Certification (CTE) – annually	1,000

- Board Certified Teachers are recognized through the National Board for Professional Teaching Standards. The founding mission of the National Board is to advance the quality of teaching and learning by 1. Maintaining high and rigorous standards for what accomplished teachers should know and be able to do; 2. Providing a national voluntary system certifying teachers who meet these standards; 3. Advocating related education reform to integrate National Board Certification in American education and to capitalize on the expertise of National Board-Certified Teachers.
- National Certified Counselor are recognized through the National Board for Certified Counselors (NBCC). Certification through NBCC recognizes the importance of completing national standards in education, experience and conduct as established by counseling professionals. Board certification indicates that you value high professional standards, compliance with ethical standards and improvements in practice and skills through continued professional development
- American Speech-Language-Hearing Association (ASHA) is the national professional, scientific, and credentialing association for speech-language pathologists. Being certified means holding the Certificate of Clinical Competence (CCC), a nationally recognized professional credential that represents a level of excellence in the field of Speech-Language Pathology (CCC-SLP).
- Board Certified Behavior Analyst (BCBA) is a graduate-level certification in behavior analysis. BCBAs receive this certification through the Behavior Analyst Certification Board. Applied Behavioral Analysis (ABA) uses [scientific and systematic processes](#) to help influence an individual's behavior. [Behavior analysts](#) can work in schools, classrooms, hospitals, clinics, and nonprofits; many analysts specialize in certain areas like autism, [developmental disabilities](#), or mental health issues.
- American Board of Physical Therapy Specialties (ABPTS) is the governing body for the APTA Specialist Certification Program. Specialization is the process by which a physical therapist builds on a broad base of professional education and practice to develop a greater depth of knowledge and skills related to a particular area of practice, exceeding that of the physical therapist at entry into the profession – specific to pediatrics.
- The Nationally Certified School Psychologist (NCSP) credential recognizes school psychologists who meet rigorous national standard for graduate preparation and

continuing professional development, recognized by the National Association of School Psychologists (NASP)

- Licensed Independent Social Worker/Licensed Independent Clinical Social Worker are an educational level beyond a graduate level. The role of the Licensed Independent Social Worker (LISW) in social work focuses on mental health therapy in a clinical setting, policy creation with an organization or governmental body, and clinical research to expand and innovate in the realm of social work theory. Licensed independent clinical social workers (LICSWs) practice social work in a range of capacities to assess, treat and diagnose clients with mental, emotional, and psychosocial ailments as well as provide counseling and comprehensive care to those suffering from mental illness, trauma, addiction and other issues that require professional support.

APPENDIX B

This salary schedule is based on both (quarter) and semester credits.
One semester credit is equal to 1.5 quarter credits.

2026 - 2027 Salary Matrix

Step	BA	BA+10	BA+20	BA+30	BA+40/MA	MS/MA+10	MS/MA+20	MS/MA+30
<u>1</u>	<u>46,040</u>	<u>47,422</u>	<u>48,844</u>	<u>50,309</u>	<u>51,818</u>	<u>53,373</u>	<u>54,974</u>	<u>56,623</u>
<u>2</u>	<u>47,882</u>	<u>49,318</u>	<u>50,798</u>	<u>52,321</u>	<u>53,892</u>	<u>55,508</u>	<u>57,173</u>	<u>58,889</u>
<u>3</u>	<u>49,797</u>	<u>51,291</u>	<u>52,830</u>	<u>54,415</u>	<u>56,047</u>	<u>57,729</u>	<u>59,460</u>	<u>61,244</u>
<u>4</u>	<u>51,789</u>	<u>53,343</u>	<u>54,943</u>	<u>56,591</u>	<u>58,289</u>	<u>60,037</u>	<u>61,839</u>	<u>63,694</u>
<u>5</u>	<u>53,861</u>	<u>55,476</u>	<u>57,141</u>	<u>58,854</u>	<u>60,621</u>	<u>62,439</u>	<u>64,313</u>	<u>66,241</u>
<u>6</u>	<u>56,015</u>	<u>57,696</u>	<u>59,426</u>	<u>61,209</u>	<u>63,045</u>	<u>64,937</u>	<u>66,884</u>	<u>68,891</u>
<u>7</u>	<u>58,255</u>	<u>60,003</u>	<u>61,804</u>	<u>63,657</u>	<u>65,567</u>	<u>67,534</u>	<u>69,560</u>	<u>71,646</u>
<u>8</u>	<u>60,586</u>	<u>62,404</u>	<u>64,275</u>	<u>66,204</u>	<u>68,190</u>	<u>70,235</u>	<u>72,343</u>	<u>74,513</u>
<u>9</u>	<u>63,010</u>	<u>64,900</u>	<u>66,847</u>	<u>68,852</u>	<u>70,917</u>	<u>73,044</u>	<u>75,237</u>	<u>77,493</u>
<u>10</u>	<u>65,530</u>	<u>67,496</u>	<u>69,520</u>	<u>71,606</u>	<u>73,754</u>	<u>75,967</u>	<u>78,246</u>	<u>80,593</u>
<u>11</u>	<u>68,151</u>	<u>70,196</u>	<u>72,301</u>	<u>74,470</u>	<u>76,704</u>	<u>79,006</u>	<u>81,376</u>	<u>83,816</u>
<u>12</u>	<u>70,876</u>	<u>73,004</u>	<u>75,194</u>	<u>77,449</u>	<u>79,773</u>	<u>82,166</u>	<u>84,631</u>	<u>87,169</u>

2024 – 2025 Salary Matrix

Step	BA	BA+10	BA+20	BA+30	BA+40/MA	MS/MA+10	MS/MA+20	MS/MA+30
<u>1</u>	<u>45,133</u>	<u>46,487</u>	<u>47,881</u>	<u>49,318</u>	<u>50,797</u>	<u>52,321</u>	<u>53,891</u>	<u>55,508</u>
<u>2</u>	<u>46,938</u>	<u>48,346</u>	<u>49,797</u>	<u>51,291</u>	<u>52,830</u>	<u>54,414</u>	<u>56,046</u>	<u>57,728</u>
<u>3</u>	<u>48,816</u>	<u>50,280</u>	<u>51,789</u>	<u>53,342</u>	<u>54,943</u>	<u>56,591</u>	<u>58,289</u>	<u>60,037</u>
<u>4</u>	<u>50,768</u>	<u>52,292</u>	<u>53,860</u>	<u>55,476</u>	<u>57,141</u>	<u>58,854</u>	<u>60,620</u>	<u>62,439</u>
<u>5</u>	<u>52,799</u>	<u>54,383</u>	<u>56,015</u>	<u>57,695</u>	<u>59,426</u>	<u>61,209</u>	<u>63,045</u>	<u>64,936</u>
<u>6</u>	<u>54,912</u>	<u>56,559</u>	<u>58,255</u>	<u>60,003</u>	<u>61,803</u>	<u>63,658</u>	<u>65,567</u>	<u>67,534</u>
<u>7</u>	<u>57,107</u>	<u>58,821</u>	<u>60,586</u>	<u>62,403</u>	<u>64,275</u>	<u>66,204</u>	<u>68,189</u>	<u>70,235</u>
<u>8</u>	<u>59,392</u>	<u>61,174</u>	<u>63,009</u>	<u>64,899</u>	<u>66,846</u>	<u>68,851</u>	<u>70,917</u>	<u>73,045</u>
<u>9</u>	<u>61,768</u>	<u>63,621</u>	<u>65,530</u>	<u>67,495</u>	<u>69,520</u>	<u>71,605</u>	<u>73,754</u>	<u>75,966</u>
<u>10</u>	<u>64,238</u>	<u>66,166</u>	<u>68,151</u>	<u>70,195</u>	<u>72,301</u>	<u>74,470</u>	<u>76,704</u>	<u>79,005</u>
<u>11</u>	<u>66,808</u>	<u>68,812</u>	<u>70,876</u>	<u>73,003</u>	<u>75,193</u>	<u>77,449</u>	<u>79,772</u>	<u>82,165</u>
<u>12</u>	<u>69,480</u>	<u>71,565</u>	<u>73,712</u>	<u>75,923</u>	<u>78,201</u>	<u>80,547</u>	<u>82,963</u>	<u>85,452</u>

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Longevity #1 – 13 - 15 yearsLongevity #1— 5001,000

~~16-19 years~~	
~~Longevity #2 – 16 - 19 years~~ ~~20-29 years~~	~~1,000~~ 1,750
~~Longevity #3 – 20 or more years~~ ~~Longevity #3 – 30 or more years~~	~~1,750~~ 2,250
* ~~Employees hired before 7/1/1997~~	~~2,250~~
Certifications eligible for One-Time Stipends: *If renewable, will receive stipend again	
~ Board Certified Teachers -NBPTS	1,000
~ National Certified Counselor - NBCC	1,000
~ Speech/Language Clinician (Certificate of Clinical Competency) – ASHA – CCC – SLP	1,000
~ Board Certified Behavior Analyst (BCBA)	1,000
~ Pediatric Certified Specialist – Physical Therapist (ABPTS-PCS)	1,000
~ Nationally Certified School Psychologist (NASP-NCSP)	1,000
~ Licensed Independent Social Worker/Licensed Independent Clinical Social Worker	1,000
~ Career and Technical Certification (CTE) – annually	1,000

- Board Certified Teachers are recognized through the National Board for Professional Teaching Standards. The founding mission of the National Board is to advance the quality of teaching and learning by 1. Maintaining high and rigorous standards for what accomplished teachers should know and be able to do; 2. Providing a national voluntary system certifying teachers who meet these standards; 3. Advocating related education reform to integrate National Board Certification in American education and to capitalize on the expertise of National Board-Certified Teachers.
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greater depth of knowledge and skills related to a particular area of practice, exceeding that of the physical therapist at entry into the profession – specific to pediatrics.

- The Nationally Certified School Psychologist (NCSP) credential recognizes school psychologists who meet rigorous national standard for graduate preparation and continuing professional development, recognized by the National Association of School Psychologists (NASP)
- Licensed Independent Social Worker/Licensed Independent Clinical Social Worker are an educational level beyond a graduate level. The role of the Licensed Independent Social Worker (LISW) in social work focuses on mental health therapy in a clinical setting, policy creation with an organization or governmental body, and clinical research to expand and innovate in the realm of social work theory. Licensed independent clinical social workers (LICSWs) practice social work in a range of capacities to assess, treat and diagnose clients with mental, emotional and psychosocial ailments as well as provide counseling and comprehensive care to those suffering from mental illness, trauma, addiction and other issues that require professional support.

APPENDIX C					
The index points and resulting salaries in Appendix C only pertain to those persons governed by this agreement.					
2023-2024 ACTIVITIES			2024-2025 ACTIVITIES		
SCHEDULE I			SCHEDULE I		
BASED ON BS, STEP 8		\$57,107	BASED ON BS, STEP 8		\$59,392
ACTIVITY	INDEX	SALARY	ACTIVITY	INDEX	SALARY
Head Football	12	6,853	Head Football	12	7,127
Assistant Football	9.75	5,568	Assistant Football	9.75	5,791
Assistant Football	9.75	5,568	Assistant Football	9.75	5,791
Jr. High Football	6.5	3,712	Jr. High Football	6.5	3,860
Head Volleyball	12	6,853	Head Volleyball	12	7,127
Assistant Volleyball	9.75	5,568	Assistant Volleyball	9.75	5,791
8th Grade Volleyball	6	3,426	8th Grade Volleyball	6	3,564
7th Grade Volleyball	6	3,426	7th Grade Volleyball	6	3,564
Head Cross Country Running	8.75	4,997	Head Cross Country Running	8.75	5,197
Assistant Cross Country Running	5.75	3,284	Assistant Cross Country Running	5.75	3,415
Head Boys Basketball	13	7,424	Head Boys Basketball	13	7,721
Assistant Boys Basketball	10.5	5,996	Assistant Boys Basketball	10.5	6,236
Freshman Boys Basketball	8.5	4,854	Freshman Boys Basketball	8.5	5,048
8th Grade Boys Basketball	6.5	3,712	8th Grade Boys Basketball	6.5	3,860
7th Grade Boys Basketball	6.5	3,712	7th Grade Boys Basketball	6.5	3,860
Head Girls Basketball	13	7,424	Head Girls Basketball	13	7,721
Assistant Girls Basketball	10.5	5,996	Assistant Girls Basketball	10.5	6,236
8th Grade Girls Basketball	6.5	3,712	8th Grade Girls Basketball	6.5	3,860
7th Grade Girls Basketball	6.5	3,712	7th Grade Girls Basketball	6.5	3,860
Wrestling	13	7,424	Wrestling	13	7,721
Assistant Wrestling	11	6,282	Assistant Wrestling	11	6,533
Second Assistant Wrestling	6.75	3,855	Second Assistant Wrestling	6.75	4,009
Head Cross Country Skiing	8.75	4,997	Head Cross Country Skiing	8.75	5,197
Assistant Cross Country Skiing	4.75	2,713	Assistant Cross Country Skiing	4.75	2,821
Head Boys Track	10.5	5,996	Head Boys Track	10.5	6,236
Assistant Boys Track	8	4,569	Assistant Boys Track	8	4,751
Assistant Boys/Girls Track	8	4,569	Assistant Boys/Girls Track	8	4,751
Head Girls Track	10.5	5,996	Head Girls Track	10.5	6,236
Assistant Girls Track	8	4,569	Assistant Girls Track	8	4,751
Head Baseball	10.5	5,996	Head Baseball	10.5	6,236
Assistant Baseball	8	4,569	Assistant Baseball	8	4,751
Jr. High Baseball	5	2,855	Jr. High Baseball	5	2,970
Jr. High Baseball	5	2,855	Jr. High Baseball	5	2,970
Each point shall represent one (1) percentage point of the eighth (8) step of the BS (4 year) lane.			Each point shall represent one (1) percentage point of the eighth (8) step of the BS (4 year) lane.		

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<u>APPENDIX C Continued</u>					
Head Softball	10.5	5,996	Head Softball	10.5	6,236
Assistant Softball	8	4,569	Assistant Softball	8	4,751
Jr. High Softball	5	2,855	Jr. High Softball	5	2,970
Golf	8	4569	Golf	8	4751
Assistant Golf	5	2,855	Assistant Golf	5	2,970
Cheer Advisor	13	7,424	Cheer Advisor	13	7,721
Trapshooting	4	2,284	Trapshooting	4	2,376
SCHEDULE II			SCHEDULE II		
Instrumental Music (Pep Band or Marching Band)	6	3,426	Instrumental Music (Pep Band or Marching Band)	6	3,564
School Annual	5	2,855	School Annual	5	2,970
Senior Class Advisor	2	1,142	Senior Class Advisor	2	1,188
Junior Class Advisor	6	3,426	Junior Class Advisor	6	3,564
National Honor Society	3	1,713	National Honor Society	3	1,782
Student Council Advisor	6	3,426	Student Council Advisor	6	3,564
One Act Play	2.5	1,428	One Act Play	2.5	1,485
Destination Imagination	5.5	3,141	Destination Imagination	5.5	3,267
Photographer	4.5	2,570	Photographer	4.5	2,673
Spanish Club Advisor	1.5	857	Spanish Club Advisor	1.5	891
Math League/Math Masters	1.5	857	Math League/Math Masters	1.5	891
Art Club	3	1,713	Art Club	3	1,782
FCCLA	4	2,284	FCCLA	4	2,376
FCCLA (Plus 2 pts if State Officer)	2	1,142	FCCLA (Plus 2 pts of State Officer)	2	1,188
LINK Crew	2.5	1,428	LINK Crew	2.5	1,485
School Play	3.5	1,999	School Play	3.5	2,079
Speech	3.5	1,999	Speech	3.5	2,079
Robotics	2.5	1,428	Robotics	2.5	1,485
Drum & Dance	2.5	1,428	Drum & Dance	2.5	1,485
Close Up	2	1,142	Close Up	2	1,188
FFA	4	2,284	FFA	4	2,376
Each point shall represent one (1) percentage point of the eighth (8) step of the BS (4 year) lane.			Each point shall represent one (1) percentage point of the eighth (8) step of the BS (4 year) lane.		

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<u>APPENDIX C</u>					
The index points and resulting salaries in Appendix C only pertain to those persons governed by this agreement.					
<u>2025-2026</u>			<u>2026-2027</u>		
<u>ACTIVITIES</u>			<u>ACTIVITIES</u>		
<u>SCHEDULE I</u>			<u>SCHEDULE I</u>		
<u>BASED ON BS, STEP 8</u>		\$59,986	<u>BASED ON BS, STEP 8</u>		\$60,586
<u>ACTIVITY</u>	<u>INDEX</u>	<u>SALARY</u>	<u>ACTIVITY</u>	<u>INDEX</u>	<u>SALARY</u>
Head Football	12	7,198	Head Football	12	7,270
Assistant Football	9.75	5,849	Assistant Football	9.75	5,907
Assistant Football	9.75	5,849	Assistant Football	9.75	5,907
Jr. High Football	6.5	3,899	Jr. High Football	6.5	3,938
Head Volleyball	12	7,198	Head Volleyball	12	7,270
Assistant Volleyball	9.75	5,849	Assistant Volleyball	9.75	5,907
8th Grade Volleyball	6	3,599	8th Grade Volleyball	6	3,635
7th Grade Volleyball	6	3,599	7th Grade Volleyball	6	3,635
Head Cross Country Running	8.75	5,249	Head Cross Country Running	8.75	5,301
Assistant Cross-Country Running	5.75	3,449	Assistant Cross-Country Running	5.75	3,484
Head Boys Basketball	13	7,798	Head Boys Basketball	13	7,876
Assistant Boys Basketball	10.5	6,298	Assistant Boys Basketball	10.5	6,361
Freshman Boys Basketball	8.5	5,099	Freshman Boys Basketball	8.5	5,150
8th Grade Boys Basketball	6.5	3,899	8th Grade Boys Basketball	6.5	3,938
7th Grade Boys Basketball	6.5	3,899	7th Grade Boys Basketball	6.5	3,938
Head Girls Basketball	13	7,798	Head Girls Basketball	13	7,876
Assistant Girls Basketball	10.5	6,298	Assistant Girls Basketball	10.5	6,361
8th Grade Girls Basketball	6.5	3,899	8th Grade Girls Basketball	6.5	3,938
7th Grade Girls	6.5	3,899	7th Grade Girls	6.5	3,938

<u>Basketball</u>			<u>Basketball</u>		
<u>Wrestling</u>	<u>13</u>	<u>7,798</u>	<u>Wrestling</u>	<u>13</u>	<u>7,876</u>
<u>Assistant Wrestling</u>	<u>11</u>	<u>6,598</u>	<u>Assistant Wrestling</u>	<u>11</u>	<u>6,664</u>
<u>Second Assistant Wrestling</u>	<u>6.75</u>	<u>4,049</u>	<u>Second Assistant Wrestling</u>	<u>6.75</u>	<u>4,090</u>
<u>Head Cross Country Skiing</u>	<u>8.75</u>	<u>5,249</u>	<u>Head Cross Country Skiing</u>	<u>8.75</u>	<u>5,301</u>
<u>Assistant Cross-Country Skiing</u>	<u>4.75</u>	<u>2,849</u>	<u>Assistant Cross-Country Skiing</u>	<u>4.75</u>	<u>2,878</u>
<u>Head Boys Track</u>	<u>10.5</u>	<u>6,298</u>	<u>Head Boys Track</u>	<u>10.5</u>	<u>6,361</u>
<u>Assistant Boys Track</u>	<u>8</u>	<u>4,799</u>	<u>Assistant Boys Track</u>	<u>8</u>	<u>4,847</u>
<u>Assistant Boys/Girls Track</u>	<u>8</u>	<u>4,799</u>	<u>Assistant Boys/Girls Track</u>	<u>8</u>	<u>4,847</u>
<u>Head Girls Track</u>	<u>10.5</u>	<u>6,298</u>	<u>Head Girls Track</u>	<u>10.5</u>	<u>6,361</u>
<u>Assistant Girls Track</u>	<u>8</u>	<u>4,799</u>	<u>Assistant Girls Track</u>	<u>8</u>	<u>4,847</u>
<u>Head Baseball</u>	<u>10.5</u>	<u>6,298</u>	<u>Head Baseball</u>	<u>10.5</u>	<u>6,361</u>
<u>Assistant Baseball</u>	<u>8</u>	<u>4,799</u>	<u>Assistant Baseball</u>	<u>8</u>	<u>4,847</u>
<u>Jr. High Baseball</u>	<u>5</u>	<u>2,999</u>	<u>Jr. High Baseball</u>	<u>5</u>	<u>3,029</u>
<u>Jr. High Baseball</u>	<u>5</u>	<u>2,999</u>	<u>Jr. High Baseball</u>	<u>5</u>	<u>3,029</u>
<u>Each point shall represent one (1) percentage point of the eighth (8) step of the BS (4 year) lane.</u>			<u>Each point shall represent one (1) percentage point of the eighth (8) step of the BS (4 year) lane.</u>		

<u>APPENDIX C Continued</u>					
<u>Head Softball</u>	<u>10.5</u>	<u>6,298</u>	<u>Head Softball</u>	<u>10.5</u>	<u>6,361</u>
<u>Assistant Softball</u>	<u>8</u>	<u>4,799</u>	<u>Assistant Softball</u>	<u>8</u>	<u>4,847</u>
<u>Jr. High Softball</u>	<u>5</u>	<u>2,999</u>	<u>Jr. High Softball</u>	<u>5</u>	<u>3,029</u>
<u>Head Golf</u>	<u>8</u>	<u>4,799</u>	<u>Head Golf</u>	<u>8</u>	<u>4,847</u>
<u>Assistant Golf</u>	<u>5</u>	<u>2,999</u>	<u>Assistant Golf</u>	<u>5</u>	<u>3,029</u>
<u>Cheer Advisor</u>	<u>13</u>	<u>7,798</u>	<u>Cheer Advisor</u>	<u>13</u>	<u>7,876</u>
<u>Trapshooting</u>	<u>4</u>	<u>2,399</u>	<u>Trapshooting</u>	<u>4</u>	<u>2,423</u>
<u>SCHEDULE II</u>			<u>SCHEDULE II</u>		
<u>Instrumental Music (Pep Band or Marching Band)</u>	<u>6</u>	<u>3,599</u>	<u>Instrumental Music (Pep Band or Marching Band)</u>	<u>6</u>	<u>3,635</u>

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<u>School Annual</u>	<u>5</u>	<u>2,999</u>	<u>School Annual</u>	<u>5</u>	<u>3,029</u>
<u>Senior Class Advisor</u>	<u>2</u>	<u>1,200</u>	<u>Senior Class Advisor</u>	<u>2</u>	<u>1,212</u>
<u>Junior Class Advisor</u>	<u>6</u>	<u>3,599</u>	<u>Junior Class Advisor</u>	<u>6</u>	<u>3,635</u>
<u>National Honor Society</u>	<u>3</u>	<u>1,800</u>	<u>National Honor Society</u>	<u>3</u>	<u>1,818</u>
<u>Student Council Advisor</u>	<u>6</u>	<u>3,599</u>	<u>Student Council Advisor</u>	<u>6</u>	<u>3,635</u>
<u>One-Act Play</u>	<u>2.5</u>	<u>1,500</u>	<u>One-Act Play</u>	<u>2.5</u>	<u>1,515</u>
<u>Destination Imagination</u>	<u>5.5</u>	<u>3,299</u>	<u>Destination Imagination</u>	<u>5.5</u>	<u>3,332</u>
<u>Photographer</u>	<u>4.5</u>	<u>2,699</u>	<u>Photographer</u>	<u>4.5</u>	<u>2,726</u>
<u>Spanish Club Advisor</u>	<u>1.5</u>	<u>900</u>	<u>Spanish Club Advisor</u>	<u>1.5</u>	<u>909</u>
<u>Math League/Math Masters</u>	<u>1.5</u>	<u>900</u>	<u>Math League/Math Masters</u>	<u>1.5</u>	<u>909</u>
<u>Art Club</u>	<u>3</u>	<u>1,800</u>	<u>Art Club</u>	<u>3</u>	<u>1,818</u>
<u>FCCLA</u>	<u>4</u>	<u>2,399</u>	<u>FCCLA</u>	<u>4</u>	<u>2,423</u>
<u>FCCLA (Plus 2 pts if State Officer)</u>	<u>2</u>	<u>1,200</u>	<u>FCCLA (Plus 2 pts of State Officer)</u>	<u>2</u>	<u>1,212</u>
<u>LINK Crew</u>	<u>2.5</u>	<u>1,500</u>	<u>LINK Crew</u>	<u>2.5</u>	<u>1,515</u>
<u>School Play</u>	<u>3.5</u>	<u>2,099</u>	<u>School Play</u>	<u>3.5</u>	<u>2,120</u>
<u>Speech</u>	<u>3.5</u>	<u>2,099</u>	<u>Speech</u>	<u>3.5</u>	<u>2,120</u>
<u>Robotics</u>	<u>2.5</u>	<u>1,500</u>	<u>Robotics</u>	<u>2.5</u>	<u>1,515</u>
<u>Drum & Dance</u>	<u>2.5</u>	<u>1,500</u>	<u>Drum & Dance</u>	<u>2.5</u>	<u>1,515</u>
<u>Close Up</u>	<u>2</u>	<u>1,200</u>	<u>Close Up</u>	<u>2</u>	<u>1,212</u>
<u>FFA</u>	<u>4</u>	<u>2,399</u>	<u>FFA</u>	<u>4</u>	<u>2,423</u>
<u>Each point shall represent one (1) percentage point of the eighth (8) step of the BS (4 year) lane.</u>			<u>Each point shall represent one (1) percentage point of the eighth (8) step of the BS (4 year) lane.</u>		

APPENDIX C Continued

Tournament pay compensation:

All coaches officially associated with the team beyond the automatic qualifying round shall receive \$100.00 per week.

Sport	Auto Qualifying	1st \$100	Additional \$100	Maximum
Football	1 st section contest	2 nd section contest	Each week	\$300
Volleyball	1 st section contest	2 nd section contest	State	\$200
X C running	Section	State		\$100
Basektball	1 st section contest	2 nd section contest	State	\$200
Wrestling	1 st section contest	2 nd section contest	State	\$200
Skiing	Section	State		\$100

Golf	1 st section contest	2 nd section contest	State	\$200
Track	Sub section	Section	State	\$200
Baseball	1 st section contest	2 nd section contest	State	\$200
Softball	1 st section contest	2 nd section contest	State	\$200
FCCLA	Region	State	Nationals	
Dest. Img. (DI)	Region	State	Nationals	
One Act Play	1 st section contest	State		
Speech	1 st section contest	State		
FFA	Regions	State	Nationals	

Additional considerations regarding Extra-curricular Schedule

- Coaches will be paid mid-season and at the conclusion of the season upon completion of post-season check-out with Activities Director.
- Coaches hired due to an increase in student participation will be paid on the appropriate line and pro-rated based on weeks worked vs. weeks in the regular season.
- Assistant coaches will begin the season provided the participant numbers appear to be adequate. The recommendation to the School Board or its representative will be the responsibility of the athletic director and head coach.
 - If the coaching position is eliminated for that year, the coach will be paid for the three weeks of coaching service already performed.

Coaching contracts will be issued during the fourth week of the season.

- Permission must be granted by the Board before a teacher accepts an appointment or is elected to serve on a Region or State-Wide committee. When approved to serve on a Region and/or State-Wide committee, teachers shall be granted leave to attend the meeting.

EXTRA-CURRICULAR AND CO-CURRICULAR REVIEW PROCEDURE

Section 1. Committee Review members

There shall be an extra-curricular review committee consisting of the following persons: Chairperson of the DREA negotiations committee - Convener (non-voting); Two (2) coaching representatives appointed by the DREA (one from a boys sport and one from a girls sport) off of Schedule I; One (1) administrator (providing the Activities Director remains part of the administration, Two (2) Administrators if the Activities Director is part of the teacher bargaining unit); One (1) School Board representative; and one (1) activity advisor from Schedule II.

Section 2. Purpose of the Review Committee

The review committee shall have the responsibility of reviewing and/or hearing appeals for adjustment to the extra and co-curricular schedules. Should activities be added to the schedule,

the committee shall determine and recommend to the School Board the point values to be assigned to that activity. The committee shall meet in March of each negotiation's year.

Section 3. Appeal procedure

Appeals of the point values in the extra and co-curricular schedules must be submitted in writing by March 1 of each negotiation's year. Appeals shall be heard once during a two-year negotiations period prior to the finalization of the Master Contract.

Advisors/coaches directly related to the appeal have the right to be present at the hearing and to present their case before the committee. Following the hearing the committee shall provide a written statement of their decision to the advisor/coach. The decision of the committee shall be final.

APPENDIX D

EXTRA DUTIES

Continuing Education Coordinator (to be split evenly between the district and DREA)
\$1,000.00/year (\$500.00 each party)

Events:

- ticket sales \$25.00 per person per event
- chains, clocks, etc. \$35.00 per person per event

Hourly Teacher Substitute \$30.00 per hour

After School Tutoring \$30.00 per hour

Curriculum Committee \$30.00 per hour

Summer Band Lessons \$30.00 per hour

District Operated Extended Year Instruction 1/181 teacher salary per full day

Special Services Supervision (one staff person per session) \$30.00 per hour

Interviewer (during non-school days) \$30.00 per hour

Principal Appointed Leadership Teams \$30.00 per hour

Required Trainings (non-contact days) For Special Education Teachers
 1/181 teacher salary per full day

Mutually agreed upon hours, in writing, required by administration beyond the 181 day contract
 1/181 teacher salary per full day

Extra Duties or Meetings Not Considered Part of Regular Duties \$30.00 per hour

Teacher to Teacher Mentor (per TDE plan) \$400 annual

Teacher to Teacher Mentee (per TDE plan) \$250 annual

Lead Band Instructor..... \$6,500 annual

Lead Choir Instructor.....\$4,000 annual

High School Leadership Team (HSLT).....\$ \$70 per meeting to be paid out in one lump sum on the June 15th pay period for meetings attended. ~~600/year (1 meeting a month, prorated if more)~~

King Leadership Team (KLT)..... \$70 per meeting to be paid out in one lump sum on the June 15th pay period for meetings attended.~~\$600/year (1 meeting a month, prorated if more)~~

Behavior Support Team (BST)..... \$70 per meeting to be paid out in one lump sum on the June 15th pay period for meetings attended.~~\$600/year (1 meeting a month, prorated if more)~~

Positive Behavioral Intervention Supports (PBIS)..... \$70 per meeting to be paid out in one lump sum on the June 15th pay period for meetings attended.~~\$600/year (1 meeting a month, prorated if more)~~

District Leadership Team (DLITE)..... \$70 per meeting to be paid out in one lump sum on the June 15th pay period for meetings attended.~~\$1000/year (1 meeting a month, prorated if more)~~

Data Review Team (DRT)..... \$70 per meeting to be paid out in one lump sum on the June 15th pay period for meetings attended.

Professional Development Team.....\$70 per meeting to be paid out in one lump sum on the June 15th pay period for meetings attended.

Curriculum Committees.....\$70 per meeting to be paid out in one lump sum on the June 15th pay period for meetings attended.

AVID Team.....\$70 per meeting to be paid out in one lump sum on the June 15th pay period for meetings attended.

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

For: DEER RIVER EDUCATION ASSOCIATION

President

Secretary

Negotiator

Negotiator

| Dated ~~this 8th day of April, 2024~~ _____.

INDEPENDENT SCHOOL DISTRICT NO. 317

Chairperson

Clerk

Chief Board Negotiator

| Dated this 8th day of ~~April, 2024~~September, 2025.

Deer River Activities Applicant Scoring Rubric

Certification and Employment										Tally
ISD # 317	0	10								
Employment	Candidate is not an employee of ISD # 317	Candidate is an employee of ISD # 317								
Coaching Certification	0	10								
	Candidate does not have a coaching certificate	Candidate has coaching certificate								
Coaching Experience	0	1	2	4	6	8	10			
	No coaching or advising experience	Middle school/junior high experience in a different activity	Middle school/junior high experience in the same activity	Successful head coaching or advising experience in a different activity and some coaching or advising experience in the same sport	Prior successful assistant varsity coaching experience in the same area	Prior successful head varsity high school experience in the same area	Prior successful head coaching experience beyond high school in the same area			
Years of Coaching at the level applying for	0	2	4	6						
	No coaching or advising experience	1-3 years	4-6 years	7 or more years						
Participation in the Activity	1	2	3	5	7					
	Candidate has never participated in this activity	Candidate has participated at the junior high/middle school level	Candidate has participated at the JV or "B" squad level	Candidate has participated at the high school level	Candidate has participated at the college level or beyond					
Total page 1										

Deer River Activities Applicant Scoring Rubric

Coaching Skills					
	0	1	3	5	Tally
Student and Adult Relationships	Coach is not able to relate positive examples of applicable and meaningful relationships.	Engages with students when necessary but leaves most of the relationship building to the assistances.	Is able to related examples of positive interactions but does not give examples of going above and beyond.	Relates an attitude of open door policy, knows personal lives of athletes and mentions going above and beyond to allow athletes to be successful.	
Communication Skills	Candidate has no experience or knowledge of effective communication skills for working with student athletes.	Candidate realizes communication skills that are essential to being an effective coach but has no experience carrying through with these skills.	Candidate generally communicates effectively and positively with student athletes in most situations.	Candidate communicates effectively and positively with student athletes in all situations.	
Reflection, Planning, and Improvement	Applicant does not demonstrate the ability to reflect on him/her practice and does not demonstrate an attitude that indicates a desire to improve.	Applicant recognizes the need to improve, but lacks the knowledge or motivation to plan for improvement.	Applicant demonstrates the ability to reflect on his/her practice and the initiative to improve, but lacks a plan for personal improvement.	Demonstrates the ability to reflect on past practice and take feedback to identify growth areas. Demonstrates a commitment to and a plan continued improvement.	
Parent and Community Relationships	Coach has no experience communicating with parents in regards to activity.	Coach has knowledge of what types of communication are helpful for running a program i.e. Parent letter, grade check, parent's night. Has an idea of how to deal with angry parents.	Coach als experiences with using some of the following: parent letter, grade check, parent's night. Has an idea of how to deal with angry parent.	Coach has had success dealing with all of the following: parent letter, grade check, and parent's night. Has experience dealing with angry parent.	
People Management Skills	Does not have experience in managing people.	Has some experience managing coaches at the elem. Or Jr. High level.	Has some experience managing coaches at the varsity level, Jr. High level, and/or elem level and is able to describe some examples of delegating responsibilities.	Has managed coaches across a program and gives specific examples of delegation of powers including PR, stats, implementation of program, training of staff, and other aspects of quality programs.	
Fundraising	No experience	Has fund raising experience			
Coaching Philosophy	Coach is not able to articulate a sound coaching philosophy.	Applicant is able to articulate a basic coaching philosophy.			
				Total Page 2	
				Grand Total: pages 1 & 2	

**Deer River Activities Applicant Scoring
Rubric**

	total points in rubric	weight
ISD #317 Employment	10	14%
Coaching Certification	10	14%
Coaching Experience	10	14%
Years of Coaching	6	8%
Participation in the Activity	6	8%
Student and Adult Relationships	5	7%
Communication Skills	5	7%
Reflection, Planning, and Improvement	5	7%
Parent and Community Relationships	5	7%
People Management Skills	5	7%
Fundraising	2	3%
Coaching Philosophy	5	7%
	74	100%

Final TA's

Contract Location	Current Language	Tentatively agreed upon language
1. Article VI Section 1 Subd. 3	Written notice of assignment shall be made annually.	Written notice of assignment shall be sent in an email no later than September 1.
2. Article VI Section 3 Subd. 6	Credits to apply to lanes beyond a particular lane, must be earned subsequent to the earning of the degree, and must be taken at an accredited college or university.	All graduate credits approved after July 1, 2025, that are not applied toward a master's degree program will be eligible for lane advancement once the master's degree is completed.
4. Article VII Section 2 Subd. 2. Subd. 1b.	\$150.00 per month (up to \$1,800.00 annually) for each qualified employee who elects single coverage under the district's group health plan. \$230.00 per month (up to \$2,760.00 annually) for each qualified employee who elects family coverage under the district's group health plan.	\$200.00 per month (up to \$2,100 annually) for each qualified employee who elects single coverage under the district's group health plan. \$280.00 per month (up to \$3,360.00 annually) for each qualified employee who elects family coverage under the district's group health plan.
7. Article IX Section 2 Subd. 1	A teacher may be granted a leave at the discretion of the School District of no more than three (3) days per year of which two (2) days may be carried forward into the next school year. The total of accumulated days shall not exceed five (5) days. In addition, two (2) additional personal days may be taken where the teacher will pay the cost of the substitute teacher. If a teacher does not use any or all of the allotted personal leave days each year, the remaining days beyond max accrual will be paid out at retired teacher sub pay. At the discretion of the Superintendent of Schools, additional leave may be granted.	A teacher may be granted a leave at the discretion of the School District of no more than three (3) days per year of which three (3) days may be carried forward into the next school year. The total of accumulated days shall not exceed six (6) days. If a teacher does not use any or all of the allotted personal leave days each year, the remaining days beyond max accrual will be paid out at retired teacher sub pay. At the discretion of the Superintendent of Schools, additional leave may be granted.

8. Article IX Section 2 Subd. 1a	Starting in School Year 2024-2025 At year eight (8) a teacher will be granted one (1) additional day of personal leave. The total of accumulated days shall not exceed six (6).	<u>Subd. 1a. Eight Year Additional Day</u> At year eight (8) a teacher will be granted one (1) additional day of personal leave. The total of accumulated days shall not exceed seven(7).
11. Article XII Section 1 Subd 2.	In addition to the basic teacher day, teachers will be on duty for an additional 90 minutes per week. Of that time, 30 minutes may be used by the district for staff development time. The remainder of the time shall be for teacher responsibilities or other activities as determined by building leadership teams and a representative of the district. In the absence of a building leadership team, decisions about the remainder of the teacher duty time shall be made between a representative of the district and the DREA executive committee.	Eliminate Section King leave time on Wednesday: 3:25 pm vs. 4 pm HS leave time on Wednesday: 3:30 pm vs. 4 pm
12. Article XII Section 1 Subd 3.	In weeks with 3 student days or fewer, there shall be 60 additional minutes, of which 30 are available for staff development. In weeks with zero student days, no additional minutes are required.	Eliminate Section
13. Article XII Section 1 Subd. 4	Total weekly additional time for part time staff shall be prorated according to their contract hours, however, part time staff are expected to attend all staff development activities that full-time staff attend.	Eliminate Section
15. Article XII Section 1	Student contact and workshop days shall total 181 days.	Student contact and workshop days shall total 180 days.
17. Article XIV	ULA language.	See additional doc.

18. Appendix A	Longevity #1 – 16-19 years - \$ 1,000 Longevity #2 – 20-29 years - \$ 1,750 Longevity #3 – 30 or more years - \$ 2,250	1% Longevity #1 - 13 - 15 years - \$500 Longevity #2 - 16 - 19 years - \$1,000 Longevity #3 - 20 or more years - \$1,750 •Grandfather in those that are 30 or more years at \$2,250
19. Appendix B	Longevity #1 – 16-19 years - \$ 1,000 Longevity #2 – 20-29 years - \$ 1,750 Longevity #3 – 30 or more years - \$ 2,250	1% Longevity #1 - 13 - 15 years - \$500 Longevity #2 - 16 - 19 years - \$1,000 Longevity #3 - 20 or more years - \$1,750 •Grandfather in those that are 30 or more years at \$2,250
21	Team Payment change.	•\$70 per meeting to be paid out in one lump sum on the June 15th pay period for meetings attended. Teams included: •DRT •BST •AVID •PBIS •KLT •HSLT •DLT •Professional Development Team •Curriculum Committees
24. Contract Addition	Section 1. Open House	Employees shall be required to work an additional two (2) hours beyond the regular workday for the annual Open House event. 1.The date and time of the event will be communicated at least 30 calendar days in advance. 2.In exchange for the additional hours worked, employees may choose one of the following: •Compensation at their daily rate of pay prorated hourly, or •The option to bank the two (2) hours for future use, to be taken as time off on a date of the employee's choosing with advance administrative approval.

26	PFML Language	Agreed to referencing the statute and a 50/50 split.
23. Contract Addition	LEAVE CONVERSION: SICK TO PERSONAL	Section 1. Purpose To provide flexibility in managing leave balances, the District and the Union agree to allow licensed staff to convert sick leave to personal leave or pay for their substitute under specific conditions. Section 2. Eligibility 1. Teachers may either: • Convert up to two (2) sick leave days per school year into personal leave days, or • Take up to two (2) additional personal leave days by paying the cost of a substitute teacher. 2. To be eligible for sick leave conversion, a teacher must have a minimum balance of ten (10) sick leave days at the time of the request. 3. Personal leave days obtained through either sick leave conversion or substitute teacher payment must be used within the same fiscal year. These days cannot be carried over or paid out at the end of the year. Section 3. Approval and Process 1. Requests must be made in writing to Human Resources at least five (5) school days in advance of the conversion. 2. The district shall deduct the equivalent amount from the teacher's sick leave balance and credit it as personal leave. Section 4. Transparency

		1.All leave exchanges will be recorded in the district's time tracking system and visible to the teacher. 2.The teacher shall receive written or electronic confirmation of the conversion including the date of conversion and balances adjusted.

MASTER AGREEMENT

between

**INDEPENDENT SCHOOL DISTRICT #317
DEER RIVER, MINNESOTA**

and

**MINNESOTA COUNCIL 65, AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES
LOCAL UNION NO. 498**

July 1, 2025 through June 30, 2027

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AGREEMENT

ARTICLE I: PURPOSE

Section 1. Parties

This Agreement is entered into between Independent School District #317, Deer River, Minnesota, hereinafter referred to as the School District, and Minnesota Council 65, AFSCME, AFL-CIO, Local Union 498, hereinafter referred to as the exclusive representative, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971 as amended, hereinafter referred to as the P.E.L.R.A., to provide the terms and conditions of employment for all employees who are covered by this bargaining Agreement during the duration of this Agreement.

ARTICLE II: RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Parties

In accordance with PELRA, the School District recognizes Local Union No. 498, Minnesota Council 65, AFSCME, AFL-CIO, as the exclusive representative for collective bargaining purposes for all employees of Independent School District #317, Deer River, Minnesota, who are not required to be licensed by the State of Minnesota, whose employment service exceeds the lesser of fourteen (14) hours per week or 35 percent of the normal work week and more than 67 workdays per year, in a single classification, excluding supervisory and confidential employees. Paraprofessionals, Student Support Services, Transportation/Grounds-Maintenance, Food Service, Custodial and Clerical are the classifications to which exclusive representative shall have those rights and duties as prescribed by PELRA and as described in the provisions of this Agreement.

Section 2. Appropriate Unit

The Board shall not enter into any agreements with the employees coming under the jurisdiction of this Agreement, either individually or collectively, which in any way conflict with the terms and conditions of this Agreement.

ARTICLE III: DEFINITIONS

Section 1. Terms and Conditions of Employment

Shall mean the hours of employment, the compensation therefore – including fringe benefits except retirement contributions or benefits other than employer payment of, or contributions to, premiums for group insurance coverage of retired employees or severance pay, and the employer's personnel policies affecting the working conditions of the employees and is subject to the provisions of PELRA.

Section 2. School District

For the purpose of administering this Agreement, the term "School District" shall mean the School Board or its designated representative.

Section 3. Other Terms

Terms not defined in this Agreement shall have those meanings as defined by the P.E.L.R.A.

Section 4. Definitions of Employees

- A. **Full-time Employee:** An employee who works twelve (12) months per year and at least seven (7) hours per day.
- B. **Part-time Employee:** An employee who works less than seven (7) hours per day and twelve (12) months per year.
- C. **Full-time School Term Employee:** An employee who works not less than seven (7) hours per day during the school term.
- D. **Part-time School Term Employee:** An employee who works less than seven (7) hours per day during the school term. Pro rata based on seven (7) hours.

ARTICLE IV: SCHOOL DISTRICT RIGHTS

Section 1. Inherent Managerial Rights

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

Section 2. Management Responsibilities

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

Section 3. Effect of Laws, Rules and Regulations

The exclusive representative recognizes that all employees covered by this Agreement shall perform the services and duties prescribed by the School District and shall be governed by the laws of the State of Minnesota, and by School District rules, regulations, directives and orders, issued by properly designated officials of the School District. The exclusive representative also recognizes the right, obligation and duty of the School District and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the School District insofar as such rules, regulations, directives and orders are not inconsistent with, or alter any of, the terms of this Agreement.

Section 4. Reservation of Managerial Rights

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

ARTICLE V: EMPLOYEE RIGHTS

Section 1. Right to Views

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

Section 2. Right to Join

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

Section 3. Request for Dues Check off

In recognition of the Union as the exclusive representative:

Subd. 1. The Employer shall deduct an amount each pay period sufficient to provide the payment of regular dues and/or other Union approved deductions, established by the Union from the wages of all employees authorizing, in writing, such deduction on a form mutually agreed upon by the Employer and Union; and the deduction of dues shall commence 30 working days after initial employment with the Employer, and

Subd. 2. The Employer shall remit such deductions to AFSCME Council 65 Administrative Office (118 Central Avenue, Nashwauk, MN 55769) with a list of the names of the employees from whose wages deductions were made along with other pertinent employee information necessary for the collection and administration of union dues preferably in an Excel formatted report that may be electronically transmitted or by U.S. mail; and

Subd. 3. The Union shall provide the formula or schedule (if applicable) to calculate the actual dues deduction to the Employer and will provide a spreadsheet that can be used to calculate the actual dues along with any set amount for local assessments, in an electronic Excel format or via U.S. mail.

Section 4. Fair Share Fee/Agency Fee

The Union may collect an Agency fee or Fair Share Fee, in an amount determined by the Union, from bargaining unit members who choose not to become members of the Union. However, any such fees so collected by the Union shall be accomplished in accordance with the applicable terms of Minn. Stat. Sect. 179A06, Subd. 3.

Section 5. Hold Harmless Agreement

The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of action taken by the Employer under all provisions of this Article.

ARTICLE VI: RATES OF PAY

Section 1. Rates of Pay

Subd. 1. Schedule

The wages and salaries reflected in Schedule A, attached hereto, shall be a part of the Agreement for the period commencing July 1, ~~2022-2025~~ to June 30, ~~2025~~2027.

Subd. 2. Duration

During the duration of this Agreement, advancement on any salary schedule shall be subject to the terms of this Agreement. In the event a successor Agreement is not entered into prior to the expiration of this Agreement, an employee shall be compensated according to his current rate until a successor Agreement is executed.

Subd. 3. Long-term Substitutes

Substitutes who at the time of employment are known to be replacing the same non-certified staff member for more than thirty (30) days shall be placed on the salary schedule under the correct grade, year 1 and those who substitute in the same position for 31 days shall be placed on the salary schedule in the correct grade, year 1, with that pay retroactive to day 1.

Subd. 4. Call-out Pay

Custodians shall be compensated a minimum of four (4) hours pay for returning to work at the request of the District or reporting to work at time other than their normally scheduled shift start/stop times.

Subd. 5. Passes for Staff

All members of the bargaining unit shall receive free admission to all regular season home games upon presentation of their staff identification card.

Subd. 6. Annual Notice of Assignment

Written notice of assignment shall be made annually, identifying the job title, rate of pay, and relationship to the school day calendar.

ARTICLE VII: GROUP INSURANCE

Section 1. Selection of Carrier

The selection of the insurance carrier and policy shall be made by the School District as provided by law.

Section 2. Health and Hospitalization Insurance:

Subd. 1. Group Health Plan

Employer shall make available a group health plan to all qualified bargaining unit members who elect to participate in said plan. With respect to qualifying bargaining unit members, Employer shall contribute an amount not to exceed \$620.00 towards the monthly premium cost for single group health coverage for the ~~2022-2023~~2025-2026 and 2026-2027 school years, ~~and an amount not to exceed \$620.00 during the 2023-2024 and 2024-2025 school year.~~ Employer shall contribute an amount not to exceed \$1,000.00 during the ~~2022-2023~~2025-2026 and 2026-2027 school years towards the monthly premium

cost for family group health coverage, ~~and an amount not to exceed \$1,000 during the 2023-2024 and 2024-2025 school year.~~

Subd. 2. Employer Contributions to the Health Reimbursement Accounts for Active Employees

Subd. 1a. Definition. For the purposes of this agreement, “health reimbursement account” shall mean an account recognized by the Internal Revenue Service in which contributions can be made by the employer for the purposes of healthcare cost reimbursements.

Subd. 1b. Contributions. Employer will make a monthly contribution amount to individual health reimbursement accounts for qualifying bargaining unit members in accordance with the following schedule:

- \$150.00 per month (up to \$1,800.00 annually) for each qualified employee who elects single coverage under the district’s group health plan.
- \$230.00 per month (up to \$2,760.00 annually) for each qualified employee who elects family coverage under the district’s group health plan.

All contributions on behalf of a plan participant shall cease on the date the participant is no longer actively enrolled in the group health plan.

Subd. 3 Hardship

The contribution will be made on a monthly basis over the insurance plan year. If a participant in the health reimbursement arrangement is entitled to receive an annual contribution that is prorated on a monthly basis over the plan year, and the participant incurs one or more claims for an eligible health expense that exceeds the participant’s account balance in their account, the Employer may, at the participant’s hardship case request, accelerate its prorated contribution for that year to the extent necessary to reimburse the participant for the claim. The total contribution for such a participant shall in no event exceed the contribution to which he or she was originally entitled to for that year.

Subd. 4 Pro-ration

If a qualified bargaining unit member [or retiree] enters the plan as a participant on a date after the first day of the plan year, the Employer shall prorate the amount of the Employer contribution to reflect the late entry. If the participant incurs one or more claims for an eligible health expense that exceeds the participant’s account balance in their account, the Employer may, at the participant’s hardship case request, increase its contribution for that year to the extent necessary to reimburse the participant for the claim, but not exceeding the contribution made to similarly situated participants who entered the plan on the first day of the plan year. The participant shall be entitled to the same rights of similarly situated employees to accelerate future employer contributions that are prorated over the plan year.

Subd. 5 Payment of Administrative Fees

All administrative fees allocable to individual health reimbursement accounts of active employees or former employees shall be paid from the employees account.

Section 3. Dental Insurance

The School District agrees to provide single and family dental coverage.

Subd. 1. Contribution Rate

The School District shall contribute up to \$48.26 per month for single coverage and \$62.00 per month for family coverage, during the contract term from July 1, ~~2022-2025~~ through June 30, ~~2025-2027~~, for all

full-time employees. Part-time employees shall receive a pro-rata premium participation by the District. School District premium participation shall be on a twelve-month basis for all eligible employees.

Section 4. Claims Against the School District

It is understood that the School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein, and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

Section 5. District Contribution and Eligibility

Subd. 1.

An employee is eligible for School District contribution as provided in this Article as long as the employee is employed on paid status by the School District and is enrolled in the District's group health and hospitalization insurance plan. Upon termination of employment, all District contributions shall cease. Individuals may continue in the group insurance coverage at their own cost for a period of up to 18 months in accordance with COBRA. Premiums must be prepaid to the District Office by the 22nd of each month preceding the month of coverage.

Subd. 2.

Beginning with the 2002-03 contract year, all newly hired employees shall receive School District contributions to premiums based on the number of months worked (i.e., twelve months, equals twelve-month participation, pro-rated on hours worked; school year, nine months equals nine-month participation, pro-rated on hours worked).

Section 6. Life Insurance

The School District shall contribute up to \$102.00 per year toward the purchase of \$50,000 term life insurance with the remainder to be borne by the employee.

Section 7. Long-term Disability Insurance

The School District shall contribute the total dollar amount per month toward the premium of each employee enrolled in the School District group long term disability income plan during the ~~2022-2025~~2025-2027 contract years.

Section 8. Eligibility

Benefits in this Article are designed for personnel as specified in each Section of Article VII.

ARTICLE VIII: LEAVES OF ABSENCE

Section 1. Sick leave

Subd. 1. Earning

All employees shall earn sick leave at the rate of one (1) day per month of service, accumulative to 140 working days. The one (1) day per month shall be equivalent to the hours worked per day. Annual sick leave shall accrue monthly as it is earned on a proportionate basis to the employee's work year. Employees may use sick leave in advance in the amount allowed by the CBA for a full year of service.

Subd. 2. Use

Sick leave with pay shall be allowed whenever an employee's absence is found to have been due to the employee's illness and/or disability, which prevented attendance at school and performances of duties on that day or days. Pursuant to M.S. 181.9413 (with spouse and parent added), an employee may use sick leave for absences due to an illness of or injury to the employee's child, spouse, sibling, parent, grandparent, grandchild or stepparent for such reasonable periods as the employee's attendance with the child, spouse, parent, grandparent grandchild or stepparent may be necessary on the same terms the employee is able to use sick leave benefits for the employee's own illness or injury. Pursuant to MS 181 9413 child includes stepchild, and a biological, adopted and foster child.

Subd. 3. Medical Certificate Requirement

The School District may require an employee to furnish a medical certificate from a qualified physician as evidence of illness if a pattern of absences occurs, indicating such absence was due to illness, in order to qualify for sick leave pay. However, the final determination as to the eligibility of an employee for sick leave is reserved to the School District. In the event that a medical certificate will be required, the employee will be so advised.

Subd. 4. Accrual

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

Subd. 5. During Vacation

If an employee becomes ill or is injured while on vacation, the scheduled vacation time is counted as vacation; and, if the disability continues beyond the scheduled time of vacation, sick leave pay (any remaining sick leave credit) will begin on the first consecutively scheduled working day after the end of the scheduled vacation.

Subd. 6. Procedure

Sick pay shall be approved only upon submission of an absence request to the absence reporting system used by the district and subsequent approval of the leave request by a building or district administrator. Any employee absent without approved leave shall be subject to disciplinary action and/or wage deduction.

Subd. 7. Balance Notification

Sick leave and vacation day balance notices are to be available in electronic format on a bi-weekly basis. Paper copies of balances will be made available upon written request. Employees accrued sick day(s) will be available at the end of the month in which they accrue.

Subd. 8. Donations

An employee may donate up to three (3) sick days per year total for employees within the bargaining unit who have exhausted all sick leave, personal leave, and/or vacation and who encounter a catastrophic medical condition as determined by the district.

Section 2. Worker's Compensation

Pursuant to M.S. 176, an employee injured on the job in the service of the School District and collecting Worker's Compensation insurance, may draw sick leave and receive full salary from the School District, their salary to be reduced by an amount equal to the insurance payments and only that fraction of the days not covered by insurance will be deducted from their accrued sick leave.

Section 3. Medical Leave

Subd. 1. Qualifications

An employee who has completed their probationary period who is unable to perform their duties because of illness or injury, and who has exhausted all sick leave credit available, or has become eligible for long term disability compensation, may, upon request, be granted a medical leave of absence, without pay, up to six (6) months. This leave may be renewed at the discretion of the School District.

Subd. 2. Request Procedure

A request for leave of absence, or renewal thereof, under this Section shall be accompanied by a written doctor's statement outlining the condition of health and estimated time at which the employee is expected to be able to assume their normal responsibilities.

Subd. 3. Credit

An employee who returns from unpaid leave shall retain experience credit for pay purposes and other benefits, which had accrued at the time he/she went on leave. No credit shall accrue for the period of time that an employee was on unpaid leave.

Subd. 4. Unpaid Leave

A leave of absence shall be granted by mutual agreement of the Board and the Union. An employee shall not lose any seniority while on an approved leave of absence.

Section 4. Personal Leave

Subd. 1. Accrual

An employee may be granted a leave at the discretion of the Superintendent or his designated representative of no more than three (3) days per year, two (2) of which may accumulate to the next year, to a maximum of five (5) days.

Regular twelve (12) month employees are granted personal leave days beginning July 1 of each year. School term employees are granted personal leave days beginning September 1 of each year.

Subd. 1a. Fifteen Year Additional Day

After fifteen (15) years of service, an employee will be granted one (1) additional day of personal leave. The total of accumulated days shall not exceed five (5).

Subd. 1b. Twenty-five Year Additional Days

After twenty (25) years of service, an employee will be granted three (3) additional day of personal leave. The total of accumulated days shall not exceed six (6).

Subd. 2. Request Timeline

Requests for personal leave must be entered into the absence reporting system used by the district at least three (3) days in advance. Leave shall only be granted upon approval by a building or district administrator and is contingent upon the employee securing a substitute when required, as determined by a building or district administrator. Any employee absent without approved leave shall be subject to disciplinary action and/or wage deduction.

Subd. 3. Leave Restrictions

A personal leave day shall not be granted during the first week nor the last week of the school year, unless prior approval has been given.

Subd. 4. Union Leave

A public employer must afford reasonable time off to elected officers or appointed representatives for the purpose of conducting the duties of the exclusive representative.

Subd. 1a.

One delegate will be authorized to attend the national convention every other year, not to exceed five working days per meeting, without loss of pay.

Subd. 1b.

Delegates shall be authorized to attend state AFSCME related functions not to exceed a total of six working days without loss of pay.

Subd. 1c.

All delegates shall be verified by Local #498 to the School District.

Subd. 6. Coaching and Advisor Assignment

Employee (s) who serve as a hired coach or advisor shall be granted leave to attend scheduled games or events for the extra curricular group they coach/advise without deducting from their paid time off. The duties shall be in addition and apart from the duties required of an AFSCME employee.

Section 5. Bereavement Leave

An employee will be granted up to four (4) days of bereavement leave annually in the event of the death of a member of the employee's immediate family. Immediate family will be defined as spouse, children, parents, siblings, grandparents, grandchildren, corresponding in-laws, and guardians. An employee will be granted one (1) day of bereavement leave annually in the event of the death of a non-family member. Any additional days granted will be deducted from salary at the current daily rate. Bereavement leave will be deducted from accumulated sick leave.

Section 6. Unpaid Leave

Employees are eligible for one (1) week [five (5) consecutive days] of unpaid leave after every five (5) continuous years of service. Employees are also eligible for one (1) week [five (5) consecutive days] of unpaid leave after each additional five (5) continuous years of service. Employees may be granted unpaid leave at the discretion and prior approval of the District. Unpaid hourly and benefit rates will be deducted on the payroll

following the dates unpaid leave time was taken. This option is available effective immediately upon ratification for qualifying employees who have completed five (5) continuous years of service.

Employees may be granted unpaid leave of up to a total of 16 hours per contract year to attend school conferences or school-related activities related to the employee's child, provided the conference or school-related activities cannot be scheduled during non-work hours. Employees may choose to substitute their earned paid leave in place of unpaid leave.

Section 7. Family and Medical Leave

Subd. 1. Purpose:

Pursuant to the Family and Medical Leave Act, 29 U.S.C. 1201 et. Seq., an eligible employee shall be granted, upon written request, up to a total of twelve (12) weeks of unpaid leave per year in connection with:

- 1) the birth and first year care of a child;
- 2) the adoption or foster placement of a child;
- 3) the serious health condition of an employee's spouse, child, or parent and;
- 4) the employee's own serious health condition.

Subd. 2. Salary and Fringe Benefits

Such leave shall be unpaid, except an eligible employee, during such leave, shall be eligible for regular School District group health and hospitalization insurance contributions as provided in this Agreement for a period of the leave, but not to exceed twelve (12) weeks, per year, notwithstanding any other provisions of this Agreement.

Subd. 3. Eligibility

To be eligible for the benefits of this section and insurance contributions, an employee must have been employed by the School District for the previous twelve (12) months and must have been employed for at least 1,250 hours during such previous twelve-month period.

Subd. 4. Paid Leave Under Contract

While FMLA leaves, except for eligible insurance contributions as provided in Subd. 2. hereof, are unpaid, nothing herein shall preclude an employee from utilizing paid leave otherwise provided in this Agreement, provided the employee qualifies for the paid leave; i.e., sick leave or personal leave or vacation leave, pursuant to the provisions of this Agreement governing such leaves. Moreover, nothing herein, or any other provisions of this Agreement, shall be construed to require the School District to combine leaves for a period of time that exceeds the leave provided by this section or the period of time for leaves provided in other sections of this Agreement.

Subd. 5. Notification

The employee will provide at least thirty (30) days of written notice of request for leave when the reason for the leave is foreseeable. The employee shall further make reasonable effort to schedule any treatment so as to minimize disruption of the work of the School District.

Section 8. Military Leave

Military leave shall be granted pursuant to applicable law.

Section 9. Jury Service

An employee who serves on jury duty shall be granted the day or days necessary as stipulated by the court to discharge this responsibility without any salary deduction or loss of basic leave allowance. The compensation received for jury duty service shall be remitted to the School District. Employees who are excused for an entire day or part thereof shall promptly report for duty after being excused by the court.

Section 10. Insurance Application

An employee on unpaid leave is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions. The employee shall pay to the School District the monthly premium in advance.

Section 11. Physicals

The Board will pay for all physical examinations required by the School Board, the State Board of Education, or any state rules and regulations.

ARTICLE IX: HOURS OF SERVICE

Section 1. Basic Work Week

The normal work week for regular full-time employees as defined in Article III, Section 4A, shall be forty (40) hours per week unless mutually agreed upon.

Section 2. Overtime

All hours worked in excess of forty (40) hours per week shall be paid at time and one half (1.5) the applicable hourly rates of pay at the end of each pay period.

Section 3. Shifts and Starting Time

All employees will be assigned starting time and shifts as determined by the School District. There shall be no split shifts or split days off for any employee covered by this Agreement, except by mutual agreement between the Union and the designated School District representative.

Section 4. Lunch Period

Shifts shall be 8-1/2 hours long. Employees working an eight (8 1/2) and half hour day hour day shall be entitled to two fifteen (15) minute breaks and one-half hour unpaid break per shift.

Employees working less than an eight (8) hour day, but more than four (4) hours shall receive, one half-hour unpaid lunch break ~~-shall be taken as an unpaid break~~ and a paid fifteen (15) minute rest break per shift.

If an employee is unable to take an unpaid thirty (30) minute duty-free meal break during his or her shift they will be compensated at their regular rate of pay for the time worked upon submission of a timesheet.

Section 5. School Closing

Subd. 1. Procedures

All school term employees (i.e., paras, school year secretaries, cooks, interventionist and nurse interventionist) shall be paid for all scheduled student contact days as determined by the school calendar. In the event of a change in the number of student days (i.e., school closings or calendar changes), the first instance of change employees shall suffer no loss of pay. Any additional days, employees will be given the option of (1) making up that day or time on a non-student day or after school, (2) taking a deduction for that day, or (3) taking a personal or sick day on that day.

Subd. 2. Hours of Service

Lost time due to early outs or late starts because of inclement weather or building emergencies does not need to be made up for school term employees. This will be allowed for up to six (6) hours of lost time due to inclement weather or building emergencies. After six (6) hours of lost time due to inclement weather or building emergencies, the following steps must be taken to make up the time:

- a. An AFSCME employee may make up the time lost due to school closing on a student day;
- b. The plan for making up the lost time must be developed in conjunction with the building principal or direct supervisor;
- c. Make-up time must be in increments of at least 30 minutes;

ARTICLE X: HOLIDAYS

Section 1. Paid Holidays

Full-time employees shall be granted the following paid holidays:

New Year's Day	Labor Day
Presidents' Day	Thanksgiving
Good Friday	Friday after Thanksgiving
Easter Monday	Day before Christmas
Memorial Day	Christmas
Fourth of July	Day after Christmas
Juneteenth	

Section 2. School in Session

The employee shall be given a floating holiday to be used on a non-student day when either:

- a) Any of the above-mentioned paid holidays fall on a Saturday or Sunday and the preceding Friday or the following Monday are not observed as a paid holiday, or
- b) Presidents' Day or Easter Monday falls on a day when school is in session.

Any legal holiday or any holiday which falls within an employee's vacation period shall not be counted as a vacation day.

Section 3. Application

In order to be eligible for holiday pay, an employee must have worked a regular workday the day before and the day after the holiday unless on an excused illness, leave, or on vacation under these provisions.

Section 4. Eligibility

Holiday benefits as defined in this article shall apply only to those full-time employees who work at least thirty (30) hours per week on a regular basis and shall not apply to substitute or temporary employees. Part-time employees who are employed an average of at least twenty (20) hours per week and at least the regular school year shall be eligible for partial benefits proportional to the extent of their employment. Part-time employees employed less than an average of twenty (20) hours per week or less than the regular school year shall not be eligible for any benefits pursuant to this article.

ARTICLE XI: VACATIONS

Section 1. Earned Vacations

All year-round employees shall earn vacation with pay in accordance with the following schedule.

WEEKS OF VACATION

One (1)	after
Two (2)	after
Three (3)	after
Four (4)	after
Five (5)	after

SCHOOL YEARS OF CONTINUOUS SERVICE

One (1)
Two (2)
Eight (8)
Twelve (12)
Eighteen (18)

10 and 11 month secretarial employees shall receive pro-rated personal leave at 50% of the same schedule. The employee will only be allowed to use the leave during the summer months or when school is out of session, unless mutually agreed upon by the building principal and the employee.

Section 2. Accrual

Vacation accrual is based on an employee's FTE.

Vacation time will accrue on July 1 of each year and must be used in the next 12 months.

First year employees who do not complete a full year of service prior to July 1 will receive a prorated amount of vacation on July 1.

Section 3. Use

Preapproval requests are to be presented to the employee's supervisor for approval at least three days in advance of the requested dates of absence. In determining vacation periods, the wishes of the employees will be respected as to the time of taking vacation, insofar as the needs of the service will permit, it being understood that the rights of the senior employee will prevail in the selection of vacation time when agreement cannot be reached among the employees.

Section 4. Resignation or Termination

If an employee resigns before completing their first full year of service, the employee shall not be entitled to any vacation pay. An employee who has completed at least one (1) year of service shall be entitled to receive the pro-rata pay of unused vacation time provided such employee provides the School District with at least two (2) weeks' advance, written notice of the resignation time. Upon termination of employment, for any cause,

employees shall be paid for any accumulated vacation credit, including pro rata payments for periods of less than one year.

Section 5. Carryover

“A 12-month full time employee may carry over up to one week of vacation time balance from year to year.”

ARTICLE XII: PROBATIONARY PERIOD

Section 1. Probationary Period

An employee under the provisions of this Agreement shall serve a probationary period of six (6) months of continuous service in the School District, during which time the School District shall have the unqualified right to suspend without pay, discharge or otherwise discipline such employee; and during this probationary period, the employee shall have no recourse to the grievance procedure insofar as suspension, discharge or other discipline is concerned. By mutual agreement, the School District may extend the probationary period by an additional ninety (90) days. A probationary employee shall have the right to bring a grievance on any other provisions of the contract alleged to have been violated.

Subd. 1a. Completion of Probationary Period

An employee who has completed the probationary period may be suspended without pay or discharged only for cause.

Section 2. Probationary Period; Change of Classification

In addition to the initial probationary period, an employee transferred or promoted to a different classification shall serve a probationary period of three (3) calendar months in any such new classification. During this three (3) months probationary period, if it is determined by the School District that the employee's performance in the new classification is unsatisfactory, the School District shall have the right to reassign the employee to his former classification. The employee, during this period, shall be allowed to return to his/her former classification or position if he/she chooses to do so.

ARTICLE XIII: SENIORITY

Section 1. Seniority Date

Employees shall acquire seniority upon completion of the probationary period as defined in this Agreement and, upon acquiring seniority, the seniority date shall relate back to the first day of service in the Union posted position. If more than one employee commences work on the same date, seniority ranking shall be in alphabetical order by last name.

Section 2. Eligibility

Seniority standing shall be granted to all employees who have met the criteria of Section 1. Seniority shall mean seniority only in the classification for which the employee was hired and is or has worked and shall be so designated in the seniority list.

Section 3. Part-time Employees

The School District reserves the right to employ such personnel as it deems desirable or necessary on a part-time or casual basis, providing permanent full-time positions are not eliminated and replaced by part-time personnel.

Section 4. Layoff and Rehire Procedure

Subd. 1. Process of ULA

The School Board may place an employee on unrequested leave of absence without pay or fringe benefits for a period of up to two calendar years from the time such leave commences.

- a) First the District shall notify the Local Union of reductions prior to public notice being given.
- b) Reduction of staff shall occur based on seniority. A senior employee may exert his/her seniority preference over a junior employee in any department or classification of work of which they are qualified. The senior employee who is impacted by further job elimination or is bumped by another employee will have the opportunity to start the bumping process, exerting their seniority over a junior employee.
- c) The senior employee who is impacted by ULA will be afforded a three (3) consecutive month trial period after bumping into a new position. If the employee is deemed not qualified after the trial period, they will then be placed on ULA.

Subd. 2. Process of Reduction in Force

The School Board may reduce the number of working hours for an employee's position on a per day, month or year basis.

- a) If such a reduction results in more than a twenty percent (20%) reduction in certified hours, the employee must be offered the next open position in the same or a lower classification which has hours equal to or above their previous position.
- b) Rejection of a position in a lower classification by the employee does not negate the right of the employee to the next open position in the same or a lower classification.

Subd. 3. Process of Reinstatement

1. The employer will offer employees open bargaining unit positions they are qualified for as they become available.
2. An employee displaced by seniority will have reinstatement rights for two (2) years from the date of bump or layoff for a position from which the employee was released or a position for which the employee is qualified.
3. Employees shall be reinstated by seniority.
4. Failure to return to work within fifteen (15) calendar days of notice of reinstatement shall terminate all right to recall.
5. Notice of reinstatement shall be in the form of a registered letter sent to the employees last address on file with the employer. It shall be the employee's duty to notify the employer of any address change.
6. No new employee will be employed to fill a permanent vacant position if a bargaining unit employee is on layoff status that meets the qualifications.
7. Any employee who is placed on unrequested leave may accept employment in another position or in any other occupation during the released time.

Section 5. Seniority Preference

~~In the case of a reduction in force, the elimination of a position, a single change of more than thirty (30) minutes per day, or a change that results in the position differing by more than 45 minutes per day for that school year, a senior employee may exert his or her seniority preference over a junior employee within the classification that the employee is currently employed. The most senior employee shall be given preference on extra non-academic time.~~

Section 56. Inter Staff Substituting

An employee assigned by the School District to fill in for an absent employee on a temporary basis (minimum of one full shift) shall be paid the higher of either the employee's regular hourly rate or the hourly rate (using the assigned employee's normal step placement) in the classification to which the employee is temporarily assigned for all hours worked in the temporary assignment.

Section 67. Vacancies

Notices of all vacancies and newly created positions shall be posted on employee bulletin boards, and the employees shall be given ten (10) days time in which to make application to fill the vacancy or new position. The position shall be awarded provided he/she has the necessary combination of qualifications and seniority to perform the duties of the job involved. Should staffing be an issue the employer retains the right to hold an employee in their current position for a maximum of six (6) months time until their current position is backfilled.

In the event the Union does not concur in the determination, the applicant shall have the right of appeal through the normal grievance procedure.

Newly created positions or vacancies are to be posted in the following manner: the type of work, the place of work, the rate of pay, the hours to be worked, and the classification. Job postings that occur during the summer will be mailed to one representative from each building for dissemination to staff. The District shall make the determination as to whether or not the applicant possesses the necessary qualifications.

Section 78. Seniority List

The seniority list shall be brought up to date by October 1 of each calendar year. Copies of the seniority list shall be sent to the employees in October. Employees shall have thirty (30) days from the date of the initial posting to notify the District of any disagreement over the seniority list. The seniority list shall be posted on employees bulletin boards after verification has been made. A copy of the seniority list shall be sent by mail to the Secretary and the President of the Union.

Section 89. License Accommodations

Employees posting into a position within their specific job classification which requires a special license or training shall have six (6) months to obtain the necessary license or training. An employee who possesses a specific license or certification upon hire shall maintain that license or certification unless the district determines that the license or certification is no longer necessary, required, or germane to their position. Any employee who lets a necessary, required, or germane license or certification lapse shall have six (6) months to reacquire their certification or licensure or shall be subject to dismissal or reassignment.

ARTICLE XIV: SICK LEAVE BUYOUT

Section 1. Employees hired prior to September 1, 2002

Subd. 1. Post Retirement Health Savings

Employees shall receive as a post retirement health benefit 50% of their accrued unused sick leave calculated at the current daily rate deposited into a health savings account (MSRS) not to exceed seventy (70) days provided they have served a minimum of ten (10) years of service with the School District.

Subd. 2. Sick Leave Buyout

Employees shall receive as sick leave buyout 50% of their accrued unused sick leave calculated at the current daily rate, not to exceed seventy (70) days provided they have served a minimum of ten (10) years of service with the School District.

Subd. 3. Medical Insurance Continuation Qualification and Duration

Retirees may continue to participate in the group medical insurance coverage at their own expense for up to seven (7) years, providing the retiree has completed fifteen (15) years of service with the District. Premiums must be pre-paid to the District Office prior to the 22nd day of the month preceding the month of coverage.

Subd. 4. Death Prior to Disbursement

In the event of a retiree's death before the sick leave buyout pay has been distributed, that balance shall be paid to a named beneficiary or to the deceased's estate.

Subd. 5. 403B Match Contribution Offset

Employees hired before September 1, 2002 can elect to participate in the 403b match with the understanding that District match monies will be deducted from the Sick Leave Buyout Section 1, Subd. 1 and Subd. 2.

Section 2. Employees hired after September 1, 2002

Subd. 1. 403B Matching Contribution Eligibility

Beginning September 1, 2002, employees who are regularly employed and who have completed at least five (5) years of service with Independent School District #317 shall be eligible to participate in a 403b matching contribution plan.

Subd. 2. Contribution Rate

Independent School District #317 will contribute annually an amount equal to the amount contributed by the eligible employee to the 403b plan not to exceed the amounts shown in the following formula:

FY2023-FY2026 through FY2025FY2027

5-9 years of service in ISD #317 = \$1,300.00

10-14 years of service in ISD #317 = \$1,500.00

15 or more years of service in ISD #317 = \$2,000.00

Subd. 3. Part time calculation

Employees who work less than full time may participate in the 403b matching plan on a pro rata basis.

Subd. 4. Limits

The maximum career matching contribution by Independent School District #317 for any individual shall be \$28,000.00.

Subd. 5. Authorization

A salary reduction authorization agreement must be completed by the eligible employee by October 1st of the current school year for the employee to participate in the 403b matching contribution plan for that school year. Once enrolled, the authorization will remain in force unless the employee requests a change by October 1st of the following year.

Subd. 6. Ineligibility

Employees on unpaid leave may not participate in the 403b plan while on leave.

Subd. 7. Investment Options

Contributions can be directed only to those investment companies participating in the 403b match that are presently being utilized in the District.

ARTICLE XV: BULLETIN BOARD

Section 1. Placement and Use

The District will erect and maintain bulletin boards of reasonable size to be placed in each location where the employees report for work, as may be mutually agreed upon between the Union and the District.

ARTICLE XVI: WAGE ADMINISTRATION

Section 1. Schedule

All full and part-time employees shall be paid twice a month. Payroll information is available for self-service through the District's payroll system and is updated as soon as practical monthly. Direct deposit is required.

Section 2. Calculation

The School District shall determine salary based upon the number of days and hours per day to be worked in accordance with the attached salary schedule found in Appendix A. Employees shall have the option to choose a format once annually. The options shall be as follows:

1. Be paid in equal installments over 24 pay periods for choosing to receive 12 month pay;
2. 19 pay periods for those choosing 9 month pay.

All employees shall enter time and attendance daily to provide an accurate record of true effort. Payroll deductions based on time and attendance will be made monthly. Supervisors may use the time and attendance record as part of progressive disciplinary action.

Section 3. Additional or Overtime Hour Payments

Timecard hours will be calculated and paid twice monthly.

ARTICLE XVII: GRIEVANCE PROCEDURE

Section 1. Definitions

Subd. 1. Grievance

A "grievance" shall mean a dispute or disagreement between the employee and the School District as to the interpretation or application of specific terms and conditions contained in this Agreement.

Subd. 2. Group of Employees

A group of employees may file a grievance if a complaint arises out of the same transaction or occurrence and the facts and claim are common to all members of the group.

Section 2. Representative

The grievant, administrator, or School District may be represented during any step of the procedure by any person or agent designated by such party to act in the party's behalf.

Section 3. Definitions and Interpretations

Subd. 1. Extension

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

Subd. 2. Days

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

Subd. 3. Computation of Time

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

Subd. 4. Filing and Postmark

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

Section 4. Time Limitation and Waiver

A grievance shall not be valid for consideration unless the grievance is submitted to the School District's designee in writing, signed by the grievant, setting forth the facts and the specific provision(s) of the Agreement allegedly violated and the particular relief sought within twenty five (25) days after the date that the first event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the employee and the School District's designee.

Section 5. Greivance Steps

The School District and the employee shall attempt to adjust all grievances, which may arise during the course of employment of any employee within the School District in the following manner:

Subd. 1. Level I

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

Subd. 2. Level II

In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the Superintendent, provided such appeal is made in writing within ten (10) days after the receipt of the decision in Level I. If a grievance is properly appealed to the Superintendent, the Superintendent or his/her designee shall set a time to meet regarding the grievance within fifteen (15) days after receipt of the appeal. Within ten (10) days after the meeting, the Superintendent or his/her designee shall issue a decision in writing to the parties involved.

Subd. 3. Level III

In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the School Board, provided such appeal is made in writing within ten (10) days after receipt of the decision in Level II. If a grievance is properly appealed to the School Board, the School Board shall set a time to hear the grievance within twenty (20) days after receipt of the appeal. Within ten (10) days after the meeting, the School Board shall issue its decision in writing to the parties involved. At the option of the School Board, a committee or representative(s) of the School Board may be designated by the School Board to hear the appeal at this level and report the findings and recommendations to the School Board. The School Board shall then render its decision.

Section 6. School Board Review

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

Section 7. Denial of Grievance

Failure by the School Board or its representative to issue a decision within the time period provided herein shall constitute a denial of the grievance, and the employee may appeal it to the next level.

Section 8. Arbitration Procedures

In the event that the employee and the School Board are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein:

Subd. 1. Request

A request to submit a grievance to arbitration must be in writing signed by the aggrieved party, and such request must be filed in the office of the Superintendent within ten (10) days following the decision in Level III of the grievance procedure.

Subd. 2. Prior Procedure Required

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

Subd. 3. Selection of Arbitrator

Upon the proper submission of a grievance under the terms of this procedure, the parties may, within ten (10) days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the Commissioner of the Bureau of Mediation Services to submit a panel of seven (7) arbitrators to the parties, pursuant to PELRA, provided such request is made within twenty (20) days after request for arbitration. The request shall ask that the panel be submitted within ten (10) days after the receipt of said request. Within ten (10) days after receipt of the panel, the parties shall alternately strike names, and the remaining name shall be the arbitrator to hear the grievance. The order of striking will be determined by lot. Failure to agree upon an arbitrator or the failure to request an arbitrator from the Commissioner within the time period as provided herein shall constitute a waiver of the grievance.

Subd. 4. Hearing

The grievance shall be heard by a single arbitrator, and both parties may be represented by such person(s) as they may choose and designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing denovo.

Subd. 5. Decision

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

Subd. 6. Expenses

Each party shall bear its own expenses in connection with arbitration, including expenses relating to the party's representatives, witnesses, and any other expenses, which the party incurs in connection with presenting its case in arbitration. A transcript or recording of the hearing shall be made at the request of either party. The parties shall share equally fees and expenses of the arbitrator, the cost of the transcript or recording if requested by either or both parties, and any other expenses, which the parties mutually agree are necessary for the conduct of the arbitration. However, the party ordering a copy of such transcript shall pay for such a copy.

Subd. 7. Jurisdiction

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

order shall give due consideration to the statutory rights and obligations of the School District to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

Section 9. Election of Remedies and Waiver

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

ARTICLE XVIII: GENERAL PROVISIONS

Section 1. Union Committee Absence From Duty

The Board agrees to permit the Negotiating Committee or the Grievance Committee to appear at Board meetings in negotiations or disputes without the loss of pay. Representatives of the AFSCME, AFL-CIO, shall have access to the premises of the School District at reasonable times and are subject to reasonable rules to investigate grievances and other problems with which they are concerned. The Union will provide the School District with a list of the committee members. Not more than three (3) committee members shall be entitled to a total of five (5) days without loss of pay.

Section 2. Required Absence from Duty

Employees required to attend State mandated or School District assigned safety or training seminars shall be paid to attend the same upon authorization of the same by the Superintendent of Schools.

Section 3. Subpoenaed Absences

A paid absence shall also be granted when subpoenaed as a witness in legal proceedings directly related to employment with the District.

Section 4. Meet and Confer

Employees shall select two representatives to meet and confer with the committee from the District on matters not specified under section 179A.03, subdivision 19, relating to the services being provided to the public. The public employer shall provide the facilities. The Union and Employer shall set a regular time and date to meet.

Section 5. Union Stewards

The Union may designate certain employees from the bargaining unit to act as stewards.

- A. The Employer agrees to recognize stewards certified by the Union as provided in this section subject to the following stipulations:
 1. There shall be no more than four (4) stewards.

2. The Employer agrees to allow the steward a reasonable amount of time off, without loss of pay, and processing grievances on behalf of Employees.

ARTICLE XIX: DURATION

Section 1. Term and Reopening Negotiations

This Agreement shall remain in full force and effect for a period commencing on its date of execution through June 30, ~~2025~~2027, and thereafter until modifications are made pursuant to PELRA. If either party desires to modify or amend this Agreement commencing at its expiration, it shall give written notice of such intent no later than ninety (90) days prior to said expiration.

Unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety (90) days prior to the expiration of this Agreement. In the event a settlement on a new contract is not reached between the parties by the termination date of this Agreement, the present Agreement shall remain in force until a new Agreement is reached.

Section 2. Severability

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

FOR: MINNESOTA COUNCIL 65, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, LOCAL UNION 498

President

Secretary

Chief Employee Negotiator

Dated this _____ day _____, 2025.

FOR: INDEPENDENT SCHOOL DISTRICT #317, DEER RIVER, MINNESOTA

Chairperson

Clerk

Dated this _____ day _____, 2025.

APPENDIX "A": NON-CERTIFIED COMPENSATION SCHEDULES: July 1, 2025 - June 30, 2027

Schedule: FY2026

	1	2	3	4	8	12	16
Grade 1	\$15.80	\$16.44	\$17.09	\$17.76	\$19.73	\$21.67	\$23.63
Grade 2	\$16.26	\$16.91	\$17.59	\$18.01	\$20.17	\$22.14	\$24.09
Grade 3	\$16.85	\$17.52	\$18.22	\$18.81	\$20.74	\$22.71	\$24.65
Grade 4	\$17.31	\$18.01	\$18.73	\$19.23	\$21.19	\$23.18	\$25.10
Grade 5	\$17.76	\$18.47	\$19.21	\$19.73	\$21.67	\$23.63	\$25.58
Grade 6	\$18.23	\$18.96	\$19.72	\$20.17	\$22.14	\$24.09	\$26.05
Grade 7	\$18.65	\$19.39	\$20.16	\$20.63	\$22.58	\$24.50	\$26.46
Grade 9	\$18.81	\$19.56	\$20.34	\$20.80	\$22.76	\$24.76	\$26.71

Schedule: FY2027

	1	2	3	4	8	12	16
Grade 1	\$16.04	\$16.69	\$17.35	\$18.03	\$20.03	\$22.00	\$23.98
Grade 2	\$16.50	\$17.16	\$17.85	\$18.28	\$20.47	\$22.47	\$24.45
Grade 3	\$17.10	\$17.78	\$18.49	\$19.09	\$21.05	\$23.05	\$25.02
Grade 4	\$17.57	\$18.28	\$19.01	\$19.52	\$21.51	\$23.53	\$25.48
Grade 5	\$18.03	\$18.75	\$19.50	\$20.03	\$22.00	\$23.98	\$25.96
Grade 6	\$18.50	\$19.25	\$20.02	\$20.47	\$22.47	\$24.45	\$26.44
Grade 7	\$18.93	\$19.68	\$20.46	\$20.93	\$22.92	\$24.87	\$26.86
Grade 9	\$19.09	\$19.85	\$20.65	\$21.12	\$23.10	\$25.13	\$27.11

Other Compensation Criteria

Effective July 1, 2022

- Employees shall advance on the compensation schedule steps at the start of each fiscal year.
- A shift differential of 1% of base hourly rate shall be added for custodians starting their shift after 12:00 noon.
- The employer shall compensate any custodial employee working the day shift on student contact days an additional one dollar and twenty five cents (1.25) per hour.
- Custodians shall earn a stipend of \$100 per month for maintaining a Special Boiler License. *
- Custodians shall earn a stipend of \$125 per month for maintaining a First Class Boiler License. *
- Custodians shall earn a stipend of \$150 per month for maintaining a Chief Boiler License. *

- Any overtime shifts shall be offered to full-time employees based on seniority before consideration of other part-time or temporary employees.

* Boiler license stipends will be based upon only the highest-level license maintained during each pay period.

The District and the Union agree to meet commencing no later than 9/15/26 to have discussions about amending the pay structure and devise a plan to re-classify out of market positions and amend the wage schedule.

Longevity

Longevity pay will be paid to employees that have completed four (4) or more consecutive years of service with the District according to the table below. A year of service is any year in which the employee was certified to begin work prior to February 1 and completed the fiscal year. Employees will be eligible for previous years of service towards longevity if they leave and are later rehired within one year.

Starting in Year:	Amount:
17	\$0.50
19	\$0.75
21	\$1.00

APPENDIX "B": GRADE LEVEL CLASSIFICATIONS

GRADE 1:

GRADE 2: Assistant Cook

GRADE 3: Instructional Para
Library Assistant (Media Para) Special Ed Para
Food Service Aide
Building and Grounds Secretary*

GRADE 4: Computer Technical Assistant
Attendance Clerk/Secretary*
Alternative to Suspension Assistant*
Alternative Learning Program Secretary*
Custodian
Cook

GRADE 6: Secretary to the Assistant Principal/Athletic Director* Nurse Interventionist

GRADE 7: Elementary Secretary*
High School Secretary* District Secretary*

GRADE 9: Food Service Manager

*Secretary positions shall not be subject to bumping procedures.



TENATIVE AGREEMENTS:

Local 498 Deer River School

For Vote of Both Parties: Committee Recommendation to Vote Yes

1. Pg 3, ARTICLE VI- (RATES OF PAY), SECTION 1 SUBD. 5. (AMEND LANGAUGE TO REFLECT CURRENT PRACTICE)

All members of the bargaining unit shall receive free admission to all regular season home games upon presentation of their staff identification card. ~~will receive one (1) free district athletic season pass per year.~~

2. Pg. 5, - (LEAVES OF ABSENCE), SECTION 1 SUB 1. (FRONT LOAD SICK TIME)

All employees shall earn sick leave at the rate of one (1) day per month of service, accumulative to 140 working days. The one (1) day per month shall be equivalent to the hours worked per day. Annual sick leave shall accrue monthly as it is earned on a proportionate basis to the employee's work year.

Employees may use sick leave in advance in the amount allowed by the CBA for a full year of Service

3. Pg.9, ARTICLE IX - (HOURS OF SERVICE), SECTION 4. (AMEND LANGAUGE TO REFLECT CURRENT PRACTICE)

Shifts shall be 8-1/2 hours long- Employees working an eight (8 1/2) and half hour day hour day shall be entitled to Two fifteen (15) minute breaks shall be allowed per shift and one half hour unpaid break.

Employees working less than an eight (8) hour day, but more than four (4) hours shall receive, ~~One~~ one half-hour unpaid lunch break. ~~shall be taken as an unpaid break. Employees who work over four (4) hours per day shall receive a paid fifteen (15) minute rest break.~~

4. Pg. 9, ARTICLE 11- (VACATIONS), (USE DURING SCHOOL YEAR)

10 and 11 month secretarial employees shall receive pro-rated personal leave at 50% of the same schedule. The employee will only be allowed to use the leave during the summer months or when school is out of session, unless mutually agreed upon by the building principal and the employee.

5. Pg.9 , ARTICLE IX - (HOURS OF SERVICE), SECTION 4. (PAID TIME FOR MISSED LUNCH)

If an employee is unable to take an unpaid thirty (30) minute duty-free meal break during his or her shift they will be compensated at their regular rate of pay for the time worked upon submission of a timesheet.

6. Pg. 9, ARTICLE IX - (HOURS OF SERVICE), SECTION 5. (INCREASE SNOW DAY BENEFIT)

Subd. 1 Procedures

All school term employees (i.e., paras, school year secretaries, cooks, interventionist and nurse interventionist) shall be paid for all scheduled student contact days as determined by the school calendar. In the event of a change in the number of student days (i.e., school closings or calendar

changes). The first instance of change, employees shall suffer no loss of pay. Any additional days, these employees will be given the option of (1) making up that day or time on a non-student day, or after school (2) taking a deduction for that day, or (3) taking a personal day on that day

Subd. 2. Hours of Service

Lost time due to early outs or late starts because of inclement weather or building emergencies does not need to be made up for school term employees. This will be allowed for up to six (6) hours of lost time due to inclement weather or building emergencies. After six (6) hours of lost time due to inclement weather or building emergencies, the following steps must be taken to make up the time:

- a. An AFSCME employee may make up the time lost due to school closing on a student day;
- b. The plan for making up the lost time must be developed in conjunction with the building principal or direct supervisor;
- c. Make-up time must be in increments of at least 30 minutes;

7. **Pg. 12, ARTICLE XII- (INSERT ART TITLE), SECTION 7. (RE-WRITE POSTING LANGUAGE TO BENEFIT CURRENT EMPLOYEES)**

Notices of all vacancies and newly created positions shall be posted on employee bulletin boards, and the employees shall be given ten (10) days time in which to make application to fill the vacancy or new position. The position shall be awarded provided he/she has ~~the~~the necessary combination of qualifications and seniority to perform the duties of the job involved. Should staffing be an issue the employer retains the right to hold an employee in their current position for a maximum of six (6) months time until their current position is backfilled.

In the event the Union does not concur in the determination, the applicant shall have the right of appeal through the normal grievance procedure. ~~The District retains management rights of hiring as noted in this section and hiring decisions are not grievable.~~

Newly created positions or vacancies are to be posted in the following manner: the type of work, the place of work, the rate of pay, the hours to be worked, and the classification. Job postings that occur during the summer will be mailed to one representative from each building for dissemination to staff. The District shall make the determination as to whether or not the applicant possesses the necessary qualifications.

8. **Pg. 11, ARTICLE XIII-(SENIORITY), SECTION 4 AND . (UPDATE LAYOFF LANGUAGE AND CREATE NEW ARTICLE)**

Section 4. Layoff and Rehire Procedure

In the event of a layoff, employees shall be laid off according to the inverse order of seniority. ~~Employees shall be rehired according to seniority in their inverse order of lay offs for a period of two (2) years. Employees who are offered a position for which they are qualified and in the category in which they were laid off (i.e., para for a Para, and are not physically incapable of accepting the offer, can decline one (1) time. The second time a position is offered and is declined, the employee shall be considered as having resigned. Notice of Recall shall be sent to employees at their last known address as provided by the employee by registered or certified mail. If the employee fails to respond to the District within ten (10) working days from the date of mailing of Notice of Recall, the employee shall be considered as having resigned.~~

Section 5. Seniority Preference

~~In the case of a reduction in force, the elimination of a position, a single change of more than thirty (30) minutes per day, or a change that results in the position differing by more than 45 minutes per day for~~

~~that school year, a senior employee may exert his or her seniority preference over a junior employee within the classification that the employee is currently employed. The most senior employee shall be given preference on extra non-academic time.~~

Subd. 1. Process of ULA: The School Board may place an employee on unrequested leave of absence without pay or fringe benefits for a period of up to two calendar years from the time such leave commences.

- a) First the District shall notify the Local Union of reductions prior to public notice being given.
- b) Reduction of staff shall occur based on seniority. A senior employee may exert his/her seniority preference over a junior employee in any department or classification of work of which they are qualified. The senior employee who is impacted by further job elimination or is bumped by another employee will have the opportunity to start the bumping process, exerting their seniority over a junior employee.
- c) The senior employee who is impacted by ULA will be afforded a three (3) consecutive month trial period after bumping into a new position. If the employee is deemed not qualified after the trial period, they will then be placed on ULA.

Subd. 2. Process of Reduction in Force: The School Board may reduce the number of working hours for an employee's position on a per day, month or year basis.

- a) If such a reduction results in more than a twenty percent (20%) reduction in certified hours, the employee must be offered the next open position in the same or a lower classification which has hours equal to or above their previous position.
- b) Rejection of a position in a lower classification by the employee does not negate the right of the employee to the next open position in the same or a lower classification.

Subd. 3. Process of Reinstatement:

1. The employer will offer employees open bargaining unit positions they are qualified for as they become available.
2. An employee displaced by seniority will have reinstatement rights for two (2) years from the date of bump or layoff for a position from which the employee was released or a position for which the employee is qualified.
3. Employees shall be reinstated by seniority.
4. Failure to return to work within fifteen (15) calendar days of notice of reinstatement shall terminate all right to recall.
5. Notice of reinstatement shall be in the form of a registered letter sent to the employees last address on file with the employer. It shall be the employee's duty to notify the employer of any address change.
6. No new employee will be employed to fill a permanent vacant position if a bargaining unit employee is on layoff status that meets the qualifications.
7. Any employee who is placed on unrequested leave may accept employment in another position or in any other occupation during the released time.

9. Pg.13, ARTICLE XVI- (WAGE ADMINISTRATION), SECTION 2. (AMEND TO REFLECT CURRENT PRACTICE)

The School District shall determine salary based upon the number of days and hours per day to be worked in accordance with the attached salary schedule found in Appendix A. Employees shall have the option to choose a format once annually. The options shall be as follows:

1. ~~All employees scheduled to work 20 or more hours per week shall be paid in equal installments over 24 pay periods~~ for those choosing to receive 12 month pay.
2. 19 pay periods for those choosing 9 month pay.

All employees shall enter time and attendance daily to provide an accurate record of true effort. Payroll deductions based on time and attendance will be made monthly. Supervisors may use the time and attendance record as part of progressive disciplinary action.

10. Pg. 20, APPENDIX A- (WAGES), (REMOVE WEIRD LANGUAGE)

~~The district reserves the right to hire a Facilities Custodian and to place that individual at a Grade commensurate with qualifications. The Facilities Custodian position will not be subject to bumping procedures.~~

11. Pg. 20, APPENDIX A- (WAGES), (ADD DIFFERENTIAL FOR DAY CUSTODIAN)

The employer shall compensate any custodial employee working the day shift on student contact days an additional one dollar and twenty five cents (1.25) per hour.

12. Pg. 20, APPENDIX A- (WAGES), (PAYSACLE RE-WRITE AGREE TO MEET)

The District and the Union agree to meet commencing no later than 9/15/26 to have discussions about amending the pay structure and devise a plan to re-classify out of market positions and amend the wage schedule .

13. Pg TBD- (TBD), SECTION X. (NEW LANGUAGE CLARIFYING STEWARDS)

The Union may designate certain employees from the bargaining unit to act as stewards.

A. The Employer agrees to recognize stewards certified by the Union as provided in this section subject to the following stipulations:

1. There shall be no more than four (4) stewards.

2. The Employer agrees to allow the steward a reasonable amount of time off, without loss of pay, and processing grievances on behalf of Employees.

14. Pg TBD- (TBD), SECTION X. (UPDATE UNION LEAVE SECTION)

~~A public employer must afford reasonable time off to elected officers or appointed representatives for the purpose of conducting the duties of the exclusive representative and must, upon request, provide an unpaid leave of absence to elected or appointed officials of AFSCME for a total of 2 employee days. The employee may use personal leave time for these days.~~

Section A.

One delegate will be authorized to attend the national convention every other year, not to exceed five working days per meeting, without loss of pay.

Section B.

Delegates shall be authorized to attend state AFSCME related functions not to exceed a total of six working days without loss of pay.

Section C.

All delegates shall be verified by Local #498 to the School District.

15. TBD, TBD (NEW LANGUAGE) (ESTABLISH MEET AND CONFER)

Meet and confer: Employees shall select two representatives to meet and confer with the committee from the District on matters not specified under section 179A.03, subdivision 19, relating to the services being provided to the public. The public employer shall provide the facilities. The Union and Employer shall set a regular time and date to meet.

16. Pg. 20, APPENDIX A- (WAGES), (GENERAL WAGE INCREASE AND LONGEVITY)

Effective 7/1/2025: 1.5% to all Steps and Scales

Effective 7/1/2026: 1.5% to all Steps and Scales

Longevity pay will be paid to employees that have completed four (4) or more consecutive years of service with the District according to the table below. A year of service is any year in which the employee was certified to begin work prior to February 1 and completed the fiscal year. Employees will be eligible for previous years of service towards longevity if they leave and are later rehired within one year.

Subd. 1. Longevity pay will be:

<u>Starting in Year:</u>	<u>Amount:</u>
<u>17</u>	<u>\$0.50</u>
<u>19</u>	<u>\$0.75</u>
<u>21</u>	<u>\$1.00</u>

17. PG. 20, OTHER COMPENSATION CRITERIA, REMOVE ALL OF THE FOLLOWING:

- ~~- Current employees and 2022 retirees hired before July 1, 2019 will be paid a lump sum retention bonus of \$3000.~~
- ~~- Current employees and 2022 retirees hired between July 1, 2019 and June 30, 2021 will be paid a lump sum retention bonus of \$2000 (prorated based on full-time equivalency).~~
- ~~- Current employees and 2022 retirees hired between July 1, 2021 and June 30, 2022 will be paid a lump sum retention bonus of \$1500 (prorated based on full-time equivalency).~~
- ~~- Current employees in compensation schedule Steps 5 through 16 on September 1, 2022 will be paid a lump sum retention bonus of \$500.~~