

AMENDED Listening Session + Regular
Meeting of the St. Anthony-New Brighton
School Board

Tuesday, April 7, 2026 6:00pm Listening
Session, 6:30pm Regular Meeting

St. Anthony Community Services (Council
Chambers)
Community Services
3301 Silver Lake Road NE
St. Anthony, MN 55418

Agenda

1. Listening Session (6:00 pm)
2. Call to Order School Board Regular Meeting (6:30pm)
Speaker(s): Dr. Cassandra Palmer - Chair
3. Approval of Agenda
Speaker(s): Dr. Cassandra Palmer - Chair
4. Announcements and Recognition
Speaker(s): Dr. Cassandra Palmer - Chair
 - 4.1. National Merit Finalist - Bodie Markham
Speaker(s): Conn McCartan
 - 4.2. Athletics & Activities Recognitions - 2026 Winter Awards
Speaker(s): Dr. Troy Urdahl, Director of Athletics, Activities and Facilities
5. Communications Break
Speaker(s): Dr. Cassandra Palmer - Chair
6. Approval of Consent Agenda
Speaker(s): Dr. Cassandra Palmer - Chair
7. Action Items
 - 7.1. Health Insurance
Speaker(s): Destiny Sparks, HR and Tyler Kerber, Gallagher Senior Client Manager, Health & Welfare Consulting
 - 7.2. Non Renewals - AMENDED
Speaker(s): Destiny Sparks, HR
 - 7.3. Unrequested Leave Placement - Teacher Overages
Speaker(s): Destiny Sparks, HR
 - 7.4. Final Reading of Policy 515: Protection and Privacy of Pupil Records
Speaker(s): Hope Fagerland, Assistant Superintendent
 - 7.5. SAVEA Contract
Speaker(s): Dr. Renee Corneille - Superintendent
8. Discussion Items
 - 8.1. Food Service Final Report
Speaker(s): Dr. Renee Corneille, Superintendent, Michelle Sagedahl and Kim Franta
 - 8.2. Updated Title IX Procedures
Speaker(s): Wendy Webster, Director of Community Services & Communications
9. Reports
 - 9.1. ISD282 Program and Building Report
Speaker(s): Hope Fagerland, Assistant Superintendent
 - 9.2. Board Reports

10. Adjourn School Board Meeting



SCHOOL BOARD CONSENT AGENDA
04/07/2026

PRESENTER(S): School Board Chair

1. Personnel

Hire(s)

Last Name	First Name	Position	School	Date Effective
Esme	Anne	Homebound Teacher	SAMS	04.01.26
Mitsch	David	SpEd Teacher	SAVHS	08.17.26

Leave of Absence Request(s):

Last Name	First Name	Position	School	Date Effective
Kujawa	Megan	Speech/Language Path	SAVHS	08.24.26-06.07.27

Resignation(s)

Last Name	First Name	Position	School	Date Effective
Dombeck	Priscilla	SpEd Teacher	WP	06.05.26

Retirement(s)

Last Name	First Name	Position	School	Date Effective
Westermeyer	Jill	Band/Music	SAMS	06.05.26

2. Payment of Bills Checks Paid 03/13/2026

01- General Fund	\$269,899.57
02- Food Service Fund	\$24,968.97
03- Transportation Fund	\$3,985.20
04- Community Serv Fund	\$5,801.50
05- Capital Expenditure Fund	\$14,190.20
09- Trust Fund	\$742.36
25- Student Activities	\$5,756.63
Total: \$	\$325,344.43

3. Minutes - Meeting Minutes of March 24, 2026 regular meeting session and the March 31, 2026 Professional Development meeting.



Professional Development

Tuesday, March 31, 2026

5:30 PM

St. Anthony Community Services (Council Chambers), Community Services, 3301
Silver Lake Road NE, St. Anthony , MN 55418
www.isd282.org/discover/school-board

Minutes

1. Call to Order Professional Development Meeting

Discussion: Chair Palmer called the meeting to order at 6:00 pm on 3/31/26.

2. Approval of agenda

Action(s) :

Recommended motion is to approve the 3/31/26 agenda as presented. This motion, made by Striker and seconded by Haas, Carried.

Voting Detail:

Annie Bosmans: Yea

Laura Haas: Yea

Cassandra Palmer: Yea

PJ Striker: Yea

Daniel Turner: Yea

Voting Summary: Yea: 5, Nay: 0

3. Discussion - Hiring the Right Superintendent

4. Discussion - Board Process

5. Adjourn School Board Meeting

Discussion: Chair Palmer adjourned the meeting at 9:28 pm on 3/31/26.

Approved by: School Board Clerk or Board Chair

Signature: _____ Date: _____



Work Session of the St. Anthony-New Brighton School Board

Tuesday, March 24, 2026

6:00 PM

MS/HS Media Center, 3303 33rd Ave NE, Entry available at door #16, St.

Anthony, MN 55418

www.isd282.org/discover/school-board

Minutes

Attendance Taken at 6:00 PM.

Annie Bosmans: Present

Laura Haas: Present

Cassandra Palmer: Present

PJ Striker: Present

Daniel Turner: Present

1. Call to Order School Board Work Session

Discussion:

Chair Palmer called the meeting to order at 6:00 p.m. on 3/24/2026. Staff in attendance: Superintendent Dr. Renee Corneille, Assistant Superintendent Hope Fagerland, Laura Haupt-Coleman. Laura Guerrero, Effective Instruction Lead, joined the meeting after it was in progress.

2. Approval of Agenda

Action(s):

The recommended motion is to approve the March 24, 2026 agenda as presented. This motion, made by Bosmans and seconded by Haas, Carried.

Voting Detail:

Annie Bosmans: Yea

Laura Haas: Yea

Cassandra Palmer: Yea

PJ Striker: Yea

Daniel Turner: Yea

Voting Summary: Yea: 5, Nay: 0

3. Approval of Consent Agenda

Action(s):

The recommended motion is to approve the consent agenda as presented, including: minutes from the 3/03/26 meeting, personnel, and payment of bills. This motion, made by Striker and seconded by Haas, Carried.

Voting Detail:

Annie Bosmans: Yea

St. Anthony New Brighton
INDEPENDENT SCHOOL DISTRICT 282

Laura Haas: Yea

Cassandra Palmer: Yea

PJ Striker: Yea

Daniel Turner: Yea

Voting Summary: Yea: 5, Nay: 0

4. Action Items

4.1. Donation

Action(s):

The recommended motion is to approve the Resolution regarding the donation from the MN Vikings as presented. This motion, made by Bosmans and seconded by Striker, Carried.

Voting Detail:

Annie Bosmans: Yea

Laura Haas: Yea

Cassandra Palmer: Yea

PJ Striker: Yea

Daniel Turner: Yea

Voting Summary: Yea: 5, Nay: 0

Discussion:

RESOLUTION Accepting Donation to District

WHEREAS, the School Board of Independent School District No. 282 adopted a resolution proposing the acceptance of a donation to the 2026 HS Girls' Flag Football program in the amount of \$10,000.

WHEREAS, the School Board may accept a gift, grant or devise of real or personal property with a value of \$1,000 or more only by the adoption of a resolution approved by two-thirds of its members per ISD 282 policy 706.

BE IT HEREBY RESOLVED, by the School Board of Independent School District No. 282 that the district accepts said donation pursuant to Minn. Stat. §465.03.

4.2. Election of Clerk

Discussion: The office of clerk nomination: Annie Bosmans

Nominated by: PJ Striker

Elected by acclamation

4.3. Principal Contract

Action(s):

The recommended motion is to approve the 2026-2029 principal contract as presented. This motion, made by Striker and seconded by Bosmans, Carried.

Voting Detail:

Annie Bosmans: Yea

Laura Haas: Yea

Cassandra Palmer: Yea

PJ Striker: Yea

St. Anthony New Brighton
INDEPENDENT SCHOOL DISTRICT 282

Daniel Turner: Yea

Voting Summary: Yea: 5, Nay: 0

4.4. Principal Finalists

4.4.a. Wilshire Park

Action(s):

The recommended motion is to approve the principal contract with Suzanne Moum as presented. This motion, made by Bosmans and seconded by Haas, Carried.

Voting Detail:

Annie Bosmans: Yea

Laura Haas: Yea

Cassandra Palmer: Yea

PJ Striker: Yea

Daniel Turner: Yea

Voting Summary: Yea: 5, Nay: 0

4.4.b. St. Anthony Village High School

Action(s):

The recommended motion is to approve the principal contract with Dr. Joel Leer as presented. This motion, made by Striker and seconded by Haas, Carried.

Voting Detail:

Annie Bosmans: Yea

Laura Haas: Yea

Cassandra Palmer: Yea

PJ Striker: Yea

Daniel Turner: Yea

Voting Summary: Yea: 5, Nay: 0

5. Discussion Items

5.1. Interim Superintendent

5.2. School Board Vacancy

5.2.a. Chair Palmer moved to amend the 3/24/26 agenda

Action(s):

The recommended motion is to amend the 3/24/26 agenda as presented to add a Resolution to Fill the school board vacancy by appointment. This motion, made by Striker and seconded by Turner, Carried.

Voting Detail:

Annie Bosmans: Yea

Laura Haas: Yea

Cassandra Palmer: Yea

PJ Striker: Yea

Daniel Turner: Yea

Voting Summary: Yea: 5, Nay: 0

5.2.b. Resolution filing School Board Vacancy by Appointment

St. Anthony New Brighton
INDEPENDENT SCHOOL DISTRICT 282

Discussion:

RESOLUTION FILLING SCHOOL BOARD VACANCY BY APPOINTMENT

WHEREAS, a vacancy exists in the office of school board member with a term expiring the first Monday in January, 2028; and NOW THEREFORE BE IT RESOLVED by the School Board of Independent School District No. 282, State of Minnesota, as follows:
Pursuant to Minnesota Statutes, Section 123B.09, Subd. 5b, Amy Kalar is hereby appointed to fill the vacancy and to serve until a successor is elected and qualified. The appointment shall be effective thirty (30) days after the adoption of this resolution unless a valid petition to reject the appointee is filed with the school district clerk pursuant to Minnesota Statutes, Section 123B.09, Subd. 5b(b) within that thirty (30) day time period.

5.3. Success Metrics

5.4. Budget Assumptions

5.5. 2nd Reading of Policy 515

6. Reports

6.1. ISD282 District, Program, and Building Report

6.2. Board Reports

7. Adjourn School Board Meeting

Discussion: Chair Palmer adjourned the meeting at 8:11 p.m. on 3/24/2026.

Approved by: School Board Clerk or Board Chair

Signature: _____ Date: _____

St. Anthony New Brighton

INDEPENDENT SCHOOL DISTRICT 282

TO: Members of the School Board
FROM: HR & Operations Coordinator, Destiny Sparks
DATE: March 27, 2026
RE: Health Insurance Plan — Carrier Change & New Plan Options

Following a competitive bidding process conducted this winter, the Health Insurance Committee has completed its review and voted on a recommendation for the district's health insurance coverage going forward.

Background & Committee Process

The Insurance Committee was formed with representation from each bargaining group, ensuring that all employee groups had a voice in the process. The committee was charged with evaluating health insurance proposals received through the formal bid and making a recommendation that balanced quality of coverage with affordability for all district employees.

Committee Recommendations

After thorough review of all submitted proposals, the committee made the following decisions:

- **Carrier Change:** The committee voted to transition from HealthPartners to Medica. This decision was nearly unanimous, with 8 out of 9 committee members voting in favor.
- **Comprehensive Plan Retained:** The committee selected the least expensive proposal that maintains the same level of robust coverage as the district's current "Cadillac plan." While this plan does reflect an increase in cost, it ensures continuity of comprehensive benefits for those who depend on them.
- **New Lower-Cost Option Added:** Recognizing the affordability concerns that come with any rate increase, the committee is also recommending a second plan featuring a higher deductible and out-of-pocket maximum in exchange for a lower monthly premium. This will give employees more choice than the district has offered in the past.

Next Steps

The HR & Operations Coordinator will be sharing detailed plan information, premium costs, and enrollment materials with all staff in the coming weeks in preparation for Open Enrollment. We are committed to helping employees understand their options so they can make the choice that best fits their needs and their families.

St. Anthony New Brighton

INDEPENDENT SCHOOL DISTRICT 282

Thank you for your continued support as we work to provide meaningful, affordable benefits for all district employees.



Destiny Sparks, HR & Operations Coordinator



St. Anthony New Brighton Schools

School Board Meeting – 2026-27 Insurance Review

April 7th, 2026



Gallagher

Insurance | Risk Management | Consulting

Agenda

April 7th, 2026

- Medical Marketing (HITA Bid)
 - Marketing & Financial Summary
 - Plan Design Offering
 - Monthly Employee Contributions
 - Kavira Health
- Non-Medical Overview

Medical Marketing

HITA Bid Results

Medical Marketing

District Insurance Committee “Goals”

Familiarity

Continuity

Affordability

Medica Marketing

Summary of Results

Per Minnesota Bid Law, the District was required to bid our health insurance for the 2026-27 plan year

Requested proposals from all carriers in the market:

- Received fully-insured/co-op quotes from BCBS of MN, HealthPartners, Medica, and PEIP
- The following carriers declined to quote or did not respond:
 - Sourcewell, MHC Co-op, United Healthcare, and Allina Health Aetna
- “Best-and-Final” quotes were requested from all proposing carriers, and most (except PEIP) provided some sort of revised proposal
- Proposal Specifications
 - Fully-insured/co-op proposals
 - Quotes matching current benefits & similar network options

Medical Marketing

Summary of Financial

Total “BAFO” Cost Summary

Carrier	Change over Current % / Annual \$
HealthPartners	+34.0% / \$1,172,750
Medica	+28.6% / \$985,706
BCBS of MN	+36.5% / \$1,260,168 (2027: 19.5% cap)
PEIP	High Plan: 39.1% / \$1,347,053 HSA Plan: 4.2% / \$144,265

In an effort to provide affordable coverage to employees, District is recommending a move to Medica for the 2026-27 plan year

Initial Bids (informational only)

- HealthPartners – 49% increase
- Medica – 30.9% increase
- BCBS MN – 39.5% increase
- PEIP – BAFO same as initial

Market Factors

- Active high claimants
- Underlying/ongoing risk within the population
- Medical and pharmacy cost trends

Medical Marketing

Plan Design – Offer Second Plan Option

2025 Traditional Plan Benchmarks K-12 Education Industry

- Avg. Deductible: \$1,500 / \$3,000
- Avg. Out-of-Pocket: \$4,000 / \$8,000
- Avg. Coinsurance: 80%/20%

In Network Benefits	\$1,500 VEBA (current)	\$3,000 VEBA
Plan Year Deductible	\$1,500 per individual \$3,000 per family	\$3,000 per individual \$6,000 per family
Plan Year Out-of-Pocket Maximum	\$1,500 per individual \$3,000 per family	\$3,000 per individual \$6,000 per family
Embedded Status	Embedded	Embedded
District VEBA Contribution*	\$550 / single coverage \$1,100 / family coverage	\$550 / single coverage \$1,100 / family coverage
Preventive Care	100%	100%
All Other Medical and Prescription Services	Deductible then 100% Coverage	Deductible then 100% Coverage

Same plan as we offer today, providing **continuity** for employees

Premium cost for second plan is 13% less than current plan, providing a **familiar** plan design at a more **affordable** premium cost

Medica

Provider and Pharmacy Disruption

All major hospitals and clinics that are seen by members will continue to be in-network in the broad, open access networks.

- **Broad Network (Passport)**

- ~98.5% network match
- Typically some minor disruption are in Chiropractic and Mental Health

- **Narrow Networks**

- Multiple “ACO”s available (Account Care Organizations)
 - Analysis will show two ACOs – Park Nicollet First and VantagePlus networks
- Narrower than the Achieve network, but greater premium savings over the broad open access network (15% decrement compared to 6.1% with Achieve)

- **Prescription Formulary**

- Both HP and Medica utilize Express Scripts as their Pharmacy Benefit Manager
- Still are slight differences in some of the Brand/Specialty medications, but still have a ~97.5% prescription match
- Some differences include certain diabetes supplies and asthma inhalers, all of which have many alternatives

Medical Marketing

Plan Alternatives – Contribution Analysis (Monthly)

2026-27 District Contribution

- Employee Only: \$690/month
- Family: \$2,083/month

Current - HealthPartners

Medical		HealthPartners Achieve OA Current \$1500-100% VEBA	
Employee Monthly Contributions			
	Employee	\$156.75	\$181.28
	Family	\$464.54	\$537.06

2026-27 Plan Year – Medica*

Medical		Medica ACOs Passport Plan 1 \$1500-100% VEBA		Medica ACOs Passport Plan 2 \$3000-100% VEBA	
Employee Monthly Contributions					
	Employee	\$210.42	\$369.31	\$121.78	\$265.04
	Family	\$577.24	\$1,046.70	\$315.38	\$738.62
Employee Monthly Cost Change over Current					
	Employee	\$53.67	\$188.03	(\$34.97)	\$83.76
	Family	\$112.70	\$509.64	(\$149.16)	\$201.56

*Subject to change if Kavira is implemented

Kavira

Overview



Virtual First

On-demand messaging and video chats with expert providers



House Visits

When in-person care is needed, our clinicians come to you

– providing in-home tests, bloodwork, x-rays, and exams



Free Care

Employees and their families receive free, on-demand access



Rx Refills & Delivery

Prescription management, *free Rx's, and Rx delivery

**Acute Rx's at a pass-through rate for HSA-eligible members*

some labs may cost extra.

High ROI: Medica will provide a 1.5% reduction to fully-insured premium in the first year when a company implements Kavira

Kavira

Services List

Acute Conditions We Treat:

- Asthma
- Athlete's foot
- Bronchitis
- Bug bites
- Cold sores
- Cough, cold & flu
- Diarrhea
- Ear concerns (pain, drainage, wax)
- Gout
- Hand, foot, mouth
- Insomnia
- Muscle or joint pain
- Nail disorders
- Pink eye
- Rashes, skin conditions, burns
- Sprains and strains
- Sinus infection
- Sore throat
- Stitch removal
- UTI (female)
- Vaginitis (yeast or BV infection)
- Various viral illnesses
- Wart evaluation
- Many more

Chronic Conditions We Treat:

- Acne
- Anemia (mild) evaluation
- Anxiety / Mild-moderate depression
- Asthma
- Constipation
- Diabetes type 2
- Eczema
- Epi-pen refills
- Hair Loss
- Heartburn (GERD)
- High cholesterol
- Hypertension
- Hypothyroidism
- Obesity
- Osteoarthritis
- Seasonal allergies

Imaging (non-emergency):

- X-rays
- EKGs

Additional Services:

- 30 free labs
- 300+ free Rx's

Preventive:

- Wellness exams
- Contraception
- Sports physicals
- Tobacco / nicotine cessation
- Wellness goals
- Nutrition counseling

Behavioral Health Counseling:

- Abuse
- Addiction
- Anxiety
- Depression
- Domestic violence
- Trauma
- Relationship counseling
- Stress
- Workplace challenges

Corporate Benefits:

- In-office biometric screens
- Facilitate vaccine clinics

Note: Behavioral Health Counseling services are an additional \$3 PEPM. This is not a comprehensive list of treatable conditions. Decisions to treat specific medical conditions will be based on patient medical history, complexity, and provider discretion.

Kavira

Kavira Pricing for all Employees Enrolled in the Medical Plan

	# of Employees	PEPM	Monthly Cost	Annual Cost
In-Person Care + Telehealth	174	\$27.00	\$4,698	\$56,376
Telehealth Only	1	\$0.00	\$0	\$0
No Services Available	1	\$0.00	\$0	\$0
Total	176		\$4,698	\$56,376

Note: Monthly billing will fluctuate as employees are added (hired) / removed (fired, or otherwise leave) the company.

Note: Behavioral Health Services would be an additional cost of \$3 PEPM.

Note: Employees in MN, ND or WI but outside home visit area (www.kavirahealth.com/service-area) would be eligible for telehealth only.

Note: Employees outside of MN, ND or WI would not be covered by Kavira services.

- District Insurance Committee reviewed and proposed a 50/50 cost split between the District and Employees
- District cost would be \$13.50 Per Employee Per Month (PEPM) for each employee enrolled in the health plan (estimated at ~\$28k annual cost)
- Employee cost of \$13.50 per month would be “baked in” to medical premium cost, however with the 1.5% premium reduction, it’s just about a “wash” either way

Non-Medical Coverage

Overview

Dental Coverage

- Maintaining self-funded plan with HealthPartners
- No change to benefits
- Slight increase to premium due to dental trend
 - 1.5% increase to employee and District cost

Life/Disability

- No change to benefits – Continuing with Hartford
- Small increase in cost to District-Paid benefits
- No change to cost for voluntary, employee-paid benefits

Questions?

Thank You!

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General Disclaimers

Coverage Disclaimer

This proposal is an outline of the coverages proposed by the carrier(s) based upon the information provided by your company. It does not include all the terms, coverages, exclusions, limitations, and conditions of the actual contract language. See the policies and contracts for actual language. This proposal is not a contract and offers no contractual obligation on behalf of GBS. Policy forms for your reference will be made available upon request.

Renewal / Financial Disclaimer

This analysis is for illustrative purposes only, and is not a proposal for coverage or a guarantee of future expenses, claims costs, managed care savings, etc. There are many variables that can affect future health care costs including utilization patterns, catastrophic claims, changes in plan design, health care trend increases, etc. This analysis does not amend, extend, or alter the coverage provided by the actual insurance policies and contracts. See your policy or contact us for specific information or further details in this regard.

Legal

The intent of this analysis is to provide you with general information regarding the status of, and/or potential concerns related to, your current employee benefits environment. It should not be construed as, nor is it intended to provide, legal advice. Laws may be complex and subject to change. This information is based on current interpretation of the law and is not guaranteed. Questions regarding specific issues should be addressed by legal counsel who specializes in this practice area.

Title: Certified Probationary Non-Renewal

Submitted by: Destiny Sparks, Human Resources

Meeting: April 7, 2026

Background Information:

Administration recommends that the contract for *Nicole Bohm* one (1) probationary teacher be terminated on June 5, 2026.

A. Resolution Procedures

With regard to the action required, the following steps are recommended:

1. A Board Member makes a motion to adopt the resolution proposing the non-renewal, reading the entire resolution through once.
2. Another Board Member will second the motion.
3. Call for discussion, if any.
4. Call the vote. Roll call vote must be taken.
 - a. Resolution relating to the Non-Renewal of one (1) Certified Probationary Teacher Contract.

RECOMMENDATION:

To approve

Title:: Certified Probationary Non-Renewal

Submitted by: Destiny Sparks, Human Resources

Meeting: April 7, 2026

Background Information:

Administration recommends that the contract for *Cheryl Gavic* one (1) probationary teacher be terminated on June 5, 2026.

A. Resolution Procedures

With regard to the action required, the following steps are recommended:

1. A Board Member makes a motion to adopt the resolution proposing the non-renewal, reading the entire resolution through once.
2. Another Board Member will second the motion.
3. Call for discussion, if any.
4. Call the vote. Roll call vote must be taken.
 - a. Resolution relating to the Non-Renewal of one (1) Certified Probationary Teacher Contract.

St. Anthony New Brighton
INDEPENDENT SCHOOL DISTRICT 282

Title: Certified Probationary Non-Renewal

Submitted by: Destiny Sparks, Human Resources

Meeting: April 7, 2026

Background Information:

Administration recommends that the contract for *Sean Longo* one (1) probationary teacher be terminated on June 5, 2026.

A. Resolution Procedures

With regard to the action required, the following steps are recommended:

1. A Board Member makes a motion to adopt the resolution proposing the non-renewal, reading the entire resolution through once.
2. Another Board Member will second the motion.
3. Call for discussion, if any.
4. Call the vote. Roll call vote must be taken.
 - a. Resolution relating to the Non-Renewal of one (1) Certified Probationary Teacher Contract.

St. Anthony New Brighton
INDEPENDENT SCHOOL DISTRICT 282

Title: Certified Probationary Non-Renewal

Submitted by: Destiny Sparks, Human Resources

Meeting: April 7, 2026

Background Information:

Administration recommends that the contract for *Trevor Walji-Baumgartner* one (1) probationary teacher be terminated on June 5, 2026.

A. Resolution Procedures

With regard to the action required, the following steps are recommended:

1. A Board Member makes a motion to adopt the resolution proposing the non-renewal, reading the entire resolution through once.
2. Another Board Member will second the motion.
3. Call for discussion, if any.
4. Call the vote. Roll call vote must be taken.
 - a. Resolution relating to the Non-Renewal of one (1) Certified Probationary Teacher Contract.

RECOMMENDATION:

To approve.



**RESOLUTION RELATING TO THE NON-RENEWAL OF A
TEACHING CONTRACT EFFECTIVE AT THE END OF THE 2025-2026
SCHOOL
YEAR
AND
NON-RENEWAL OF A TEACHING CONTRACT FOR THE 2026 - 2027
SCHOOL YEAR OF
PROBATIONARY TEACHER**

PURSUANT TO MINNESOTA STATUTES 122A.40 Subd. 5

WHEREAS, Nicole Bohm (1.0 FTE), Cheryl Gavic (1.0FTE), Sean Longo (1.0 FTE), and Trevor Walji-Baumgartner (1.0 FTE) was employed as teacher in Independent School District No. 282 for the 2025 - 2026 school year, and;

BE IT RESOLVED, by the School Board of Independent School District No. 282 that pursuant to Minnesota Statutes 122A.40 Subd. 5, the teaching contract of probationary teacher Nicole Bohm (1.0 FTE), Cheryl Gavic (1.0 FTE), Sean Longo (1.0 FTE), Trevor Walji-Baumgartner (1.0 FTE) in Independent School District 282 is hereby terminated at the close of the current session and is not renewed for the 2026 - 2027 school year.

BE IT FURTHER RESOLVED, by the School Board of Independent School District No. 282, that written notice be provided to said teacher regarding the termination and non-renewal of said teaching contract as provided by law, and shall be substantiated by letter form.

DISPOSITION BY BOARD OF EDUCATION

Motion by:

Seconded By:

With a roll call vote, the motion carries.

APPROVED AT A MEETING OF THE SCHOOL BOARD thereof held on the 7th day of
April, 2026

INDEPENDENT SCHOOL DISTRICT 282 (ST. ANTHONY VILLAGE-NEW BRIGHTON)

By: _____ Title: _____

St. Anthony **New Brighton**
INDEPENDENT SCHOOL DISTRICT 282

NOTICE OF NON-RENEWAL

April 7, 2026

Dear Cheryl Gavic,

You are hereby notified that at a regular meeting of the School Board of Independent School District No. 282, held on April 7, 2026, a resolution was adopted by a majority roll call vote to terminate your contract effective at the end of the 2025 - 2026 school year and not renew your contract for the 2026 - 2027 school year. Said action of the Board was taken pursuant to M.S. 122A.40 Subd. 5.

You may request formally that the School Board give its reasons for the non-renewal of your teaching contract. If you would like this, please put your request in writing to Hope Fagerland, Executive Director of Academics.

Best regards,



Destiny Sparks
HR & Operations Coordinator

cc: Laura Haupt-Coleman
School Board Liaison

St. Anthony **New Brighton**
INDEPENDENT SCHOOL DISTRICT 282

NOTICE OF NON-RENEWAL

April 7, 2026

Dear Sean Longo,

You are hereby notified that at a regular meeting of the School Board of Independent School District No. 282, held on April 7, 2026, a resolution was adopted by a majority roll call vote to terminate your contract effective at the end of the 2025 - 2026 school year and not renew your contract for the 2026 - 2027 school year. Said action of the Board was taken pursuant to M.S. 122A.40 Subd. 5.

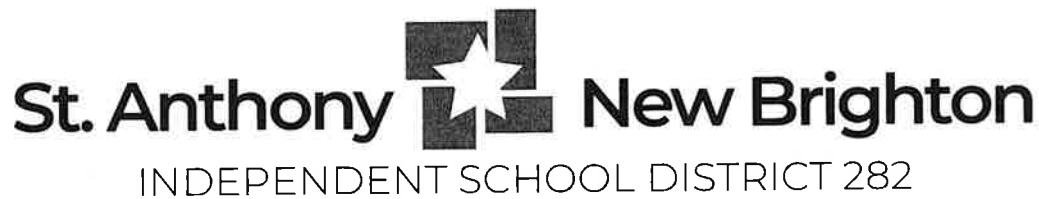
You may request formally that the School Board give its reasons for the non-renewal of your teaching contract. If you would like this, please put your request in writing to Hope Fagerland, Executive Director of Academics.

Best regards,



Destiny Sparks
HR & Operations Coordinator

cc: Laura Haupt-Coleman
School Board Liaison



NOTICE OF NON-RENEWAL

April 7, 2026

Dear Nicole Bohm,

You are hereby notified that at a regular meeting of the School Board of Independent School District No. 282, held on April 7, 2026, a resolution was adopted by a majority roll call vote to terminate your contract effective at the end of the 2025 - 2026 school year and not renew your contract for the 2026 - 2027 school year. Said action of the Board was taken pursuant to M.S. 122A.40 Subd. 5.

You may request formally that the School Board give its reasons for the non-renewal of your teaching contract. If you would like this, please put your request in writing to Hope Fagerland, Executive Director of Academics.

Best regards,

A handwritten signature in cursive script that reads "Destiny Sparks".

Destiny Sparks
HR & Operations Coordinator

cc: Laura Haupt-Coleman
School Board Liaison

St. Anthony **New Brighton**
INDEPENDENT SCHOOL DISTRICT 282

NOTICE OF NON-RENEWAL

April 7, 2026

Dear Trevor Walji-Baumgartner,

You are hereby notified that at a regular meeting of the School Board of Independent School District No. 282, held on April 7, 2026, a resolution was adopted by a majority roll call vote to terminate your contract effective at the end of the 2025 - 2026 school year and not renew your contract for the 2026 - 2027 school year. Said action of the Board was taken pursuant to M.S. 122A.40 Subd. 5.

You may request formally that the School Board give its reasons for the non-renewal of your teaching contract. If you would like this, please put your request in writing to Hope Fagerland, Executive Director of Academics.

Best regards,



Destiny Sparks
HR & Operations Coordinator

cc: Laura Haupt-Coleman
School Board Liaison

St. Anthony **New Brighton**
INDEPENDENT SCHOOL DISTRICT 282

I, Cheryl Gavic, acknowledge that I have received a copy of the 2025-26 *Notice of Non-Renewal*. I further acknowledge that one copy of the *Notice of Non-Renewal* shall be retained by the school board and that one copy shall be placed in my personnel file in the District Office.

Employee Signature

Date

Supervisor Signature

St. Anthony **New Brighton**
INDEPENDENT SCHOOL DISTRICT 282

I, Sean Longo, acknowledge that I have received a copy of the 2025-26 *Notice of Non-Renewal*. I further acknowledge that one copy of the *Notice of Non-Renewal* shall be retained by the school board and that one copy shall be placed in my personnel file in the District Office.

Employee Signature

Date

Supervisor Signature

St. Anthony **New Brighton**
INDEPENDENT SCHOOL DISTRICT 282

I, Nicole Bohm, acknowledge that I have received a copy of the 2025-26 *Notice of Non-Renewal*. I further acknowledge that one copy of the *Notice of Non-Renewal* shall be retained by the school board and that one copy shall be placed in my personnel file in the District Office.

Employee Signature

Date

Supervisor Signature

St. Anthony **New Brighton**
INDEPENDENT SCHOOL DISTRICT 282

I, Trevor Walji-Baumgartner, acknowledge that I have received a copy of the 2025-26 *Notice of Non-Renewal*.
I further acknowledge that one copy of the *Notice of Non-Renewal* shall be retained by the school board and
that one copy shall be placed in my personnel file in the District Office.

Employee Signature

Date

Supervisor Signature

Title: Unrequested Leave Placement – Teaching Overages

Submitted by: Destiny Sparks; Human Resources Coordinator

Meeting: April 7, 2026

Background Information:

The Administration recommends that the Board place six (6) continuing contract teachers named in the attached documents on Unrequested Leave of Absence, from their 2025-26 teaching overage. The teachers will remain teaching at their continuing contract status.

A. **Resolution Procedures**

With regard to the action required, the following steps are recommended:

1. A Board Member will move the adoption of the resolution proposing placement on unrequested leave, reading the entire resolution through once.
2. Another Board Member second the motion.
3. Call for discussion, if any.
4. Call the vote. Roll call vote must be taken.
 - a. Resolution relating to the Placement of six (6) Teachers (**Amber Potts, Andrew Otis, Andrea Mason, William Boegeman, Michelle Carpenter and Emilie Hackbarth**) on Unrequested Leave of Absence for an overage taught during the 2025-26 school year.

Recommendation

To approve.

RESOLUTION PLACING *Six (6) Continuing Contract Teachers* ON UNREQUESTED
LEAVE OF ABSENCE – Teaching Overages

WHEREAS, the School Board of Independent School District No. 282 adopted a resolution proposing placement of *six (6) Continuing Contract Teachers* on unrequested leave of absence – teaching overages - on April 7, 2026, on the grounds of discontinuance of position and financial limitations; and

WHEREAS, said written notice of the proposed placement on unrequested leave was received by **Amber Potts, Andrew Otis, Andrea Mason, William Boegeman, Michelle Carpenter and Emilie Hackbarth** by email and paper copy, and

WHEREAS, said written notice of the proposed placement on unrequested leave contained a statement setting forth the reasons for the proposed placement as well as a statement that the teacher was entitled to a hearing before the school board provided the teacher make a request in writing within fourteen days of receipt of said notice, and that if no hearing was requested within said fourteen day period it constituted acquiescence by **Amber Potts, Andrew Otis, Andrea Mason, William Boegeman, Michelle Carpenter, and Emilie Hackbarth** to the school board's proposed action, and

WHEREAS, said failure to make a written request for a hearing within fourteen days after receipt of notice of proposed placement on unrequested leave constitutes acquiescence by **Amber Potts, Andrew Otis, Andrea Mason, William Boegeman, Michelle Carpenter and Emilie Hackbarth** to the placement on unrequested leave.

BE IT HEREBY RESOLVED, by the School Board of Independent School District No. 282 that **Amber Potts, Andrew Otis, Andrea Mason, William Boegeman, Michelle Carpenter and Emilie Hackbarth** are placed on a unrequested leave of absence – teaching overages- as a teacher of Independent School District No. 282 on the grounds of discontinuance of position and financial limitations, effective at the end of the 2025-2026 school year on June 5, 2026 pursuant to M.S. 122A.40, subdivision 10, with proportionate reduction in pay and fringe benefits.

St. Anthony New Brighton
INDEPENDENT SCHOOL DISTRICT 282

BE IT FURTHER RESOLVED, that the notice of placement on unrequested leave, together with a copy of this resolution be forwarded to said teachers personally and the affidavit of same be placed in her file, together with a copy of the notice and resolution.

<i>Name</i>		<i>Subject</i>	<i>School</i>	<i>Tenured FTE</i>	<i>Proposed 26-27 FTE</i>	<i>ULA FTE</i>
Amber	Potts	Phy Ed	SAMS	1.0	1.0	.2
Andrew	Otis	Phy Ed	SAMS	1.0	1.0	.2
Andrea	Mason	Art	SAVHS	1.0	1.0	.2
William	Boegeman	Social Studies	SAVHS	1.0	1.0	.1
Michelle	Carpenter	Social Studies	SAVHS	1.0	1.0	.1
Emilie	Hackbarth	Music	WP	1.0	1.0	.02

DISPOSITION BY BOARD OF EDUCATION

Motion by:

Seconded By:

With a roll call vote, the motion carries _____.

APPROVED AT A MEETING OF THE SCHOOL BOARD thereof held on the 7th day of April,
2026

INDEPENDENT SCHOOL DISTRICT 282 (ST. ANTHONY VILLAGE-NEW BRIGHTON)

By: _____ Title: _____



NOTICE OF PLACEMENT ON UNREQUESTED LEAVE OF ABSENCE – Teaching Overages

April 7, 2026

Amber Potts
224 17th Ave SW
New Brighton MN 55112

Dear Amber:

You are hereby notified that at the April 7, 2026 meeting of the School Board of Independent School District No. 282, a resolution was adopted by majority roll call vote of the membership quorum of the School Board placing you on a (.2) unrequested leave of absence – teaching an overage- as a teacher of Independent School District No. 282, effective at the end of the 2025-2026 school year on June 5, 2026, pursuant to Minnesota Statutes 122A.40 subdivision 10 with reduction in pay and benefits.

A copy of the resolution duly adopted by the School Board is attached hereto for your information.

Sincerely,

School Board of
Independent School District 282

Annie Bosmans
Clerk of the School Board



NOTICE OF PLACEMENT ON UNREQUESTED LEAVE OF ABSENCE – Teaching Overages

April 7, 2026

Andrew Otis
1619 Eugene St
White Bear Lake MN 55110

Dear Andrew:

You are hereby notified that at the April 7, 2026 meeting of the School Board of Independent School District No. 282, a resolution was adopted by majority roll call vote of the membership quorum of the School Board placing you on a (.2) unrequested leave of absence – teaching an overage- as a teacher of Independent School District No. 282, effective at the end of the 2025-2026 school year on June 5, 2026, pursuant to Minnesota Statutes 122A.40 subdivision 10 with reduction in pay and benefits.

A copy of the resolution duly adopted by the School Board is attached hereto for your information.

Sincerely,

School Board of
Independent School District 282

Annie Bosmans
Clerk of the School Board



NOTICE OF PLACEMENT ON UNREQUESTED LEAVE OF ABSENCE – Teaching Overages

April 7, 2026

Andrea Mason
2844 132nd Ave NW
Coon Rapids MN 55448

Dear Andrea:

You are hereby notified that at the April 7, 2026 meeting of the School Board of Independent School District No. 282, a resolution was adopted by majority roll call vote of the membership quorum of the School Board placing you on a (.2) unrequested leave of absence – teaching an overage- as a teacher of Independent School District No. 282, effective at the end of the 2025-2026 school year on June 5, 2026, pursuant to Minnesota Statutes 122A.40 subdivision 10 with reduction in pay and benefits.

A copy of the resolution duly adopted by the School Board is attached hereto for your information.

Sincerely,

School Board of
Independent School District 282

Annie Bosmans
Clerk of the School Board



NOTICE OF PLACEMENT ON UNREQUESTED LEAVE OF ABSENCE – Teaching Overages

April 7, 2026

William Boegeman
2672 Parkview Blvd
Robbinsdale MN 55422

Dear William:

You are hereby notified that at the April 7, 2026 meeting of the School Board of Independent School District No. 282, a resolution was adopted by majority roll call vote of the membership quorum of the School Board placing you on a (.1) unrequested leave of absence – teaching an overage- as a teacher of Independent School District No. 282, effective at the end of the 2025-2026 school year on June 5, 2026, pursuant to Minnesota Statutes 122A.40 subdivision 10 with reduction in pay and benefits.

A copy of the resolution duly adopted by the School Board is attached hereto for your information.

Sincerely,

School Board of
Independent School District 282

Annie Bosmans
Clerk of the School Board



NOTICE OF PLACEMENT ON UNREQUESTED LEAVE OF ABSENCE – Teaching Overages

April 7, 2026

Michelle Carpenter
2821 Hilldale Ave NE
St. Anthony MN 55418

Dear Michelle:

You are hereby notified that at the April 7, 2026 meeting of the School Board of Independent School District No. 282, a resolution was adopted by majority roll call vote of the membership quorum of the School Board placing you on a (.1) unrequested leave of absence – teaching an overage- as a teacher of Independent School District No. 282, effective at the end of the 2025-2026 school year on June 5, 2026, pursuant to Minnesota Statutes 122A.40 subdivision 10 with reduction in pay and benefits.

A copy of the resolution duly adopted by the School Board is attached hereto for your information.

Sincerely,

School Board of
Independent School District 282

Annie Bosmans
Clerk of the School Board



NOTICE OF PLACEMENT ON UNREQUESTED LEAVE OF ABSENCE – Teaching Overages

April 7, 2026

Emilie Hackbarth
3520 Chelmsford Road NE
St. Anthony Village, MN 55418

Dear Emilie:

You are hereby notified that at the April 7, 2026 meeting of the School Board of Independent School District No. 282, a resolution was adopted by majority roll call vote of the membership quorum of the School Board placing you on a (.02) unrequested leave of absence – teaching an overage- as a teacher of Independent School District No. 282, effective at the end of the 2025-2026 school year on June 5, 2026, pursuant to Minnesota Statutes 122A.40 subdivision 10 with reduction in pay and benefits.

A copy of the resolution duly adopted by the School Board is attached hereto for your information.

Sincerely,

School Board of
Independent School District 282

Annie Bosmans
Clerk of the School Board

*Revised 2023
June 2025
April 2026
Mandatory*

515 PROTECTION AND PRIVACY OF PUPIL RECORDS

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 U.S.C. § 1232g, *et seq.*, (Family Educational Rights and Privacy Act (FERPA)), 34 C.F.R. 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. "Directory information" means information contained in an education record of a student that would not generally be considered harmful or an invasion of privacy if disclosed. It includes the student's name; address; telephone listing; electronic mail address; photograph; date and place of birth; major field of study; dates of attendance; grade level; enrollment status (i.e., full-time or part-time); participation in officially recognized activities and sports; weight and height of members of athletic teams; degrees, honors and awards received; and the most recent educational agency or institution attended. Directory information does not include:
 - a. a student's social security number
 - b. a student's identification number (ID), user ID, or other unique personal identifier used by a student for purposes of accessing or communicating in electronic systems if the identifier may be used to access education records without use of one or more factors that authenticate the student's identity such as a personal identification number (PIN), password, or other factor known or possessed only by the authorized user;
 - c. a student ID or other unique personal identifier that is displayed on a student ID badge if the identifier can be used to gain access to educational records when used in conjunction with one or more factors that authenticate the student's identity, such as a PIN, password, or other factor known or possessed only by the student;
 - d. personally identifiable data which references religion, race, color, social position, or nationality; or
 - e. data collected from nonpublic school students, other than those who receive shared time educational services, unless written consent is given by the student's parent or guardian.

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 postsecondary 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 postsecondary 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 *Superintendent of Schools*

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.

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 postsecondary 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 postsecondary 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 C.F.R. § 99.31(a).

C. Students with a Disability

The school district shall follow 34 C.F.R. §§ 300.610-300.617 with regard to the privacy, notice, access, record keeping 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 postsecondary 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 postsecondary 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 U.S.C. § 7917, *[Policy 529]* 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 U.S.C. § 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 postsecondary 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 parties, including parents or an eligible student, in connection with an emergency if knowledge of the information is necessary to protect the health and safety of the student or other individuals (34 Code of Federal Regulations, part 99.36) and for bona fide epidemiologic investigations which the Commissioner of the Minnesota Department 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 U.S.C. § 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.

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 the Minnesota Department 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; or
4. to appropriate parties, including parents or an eligible student, in connection with an emergency if knowledge of the information is necessary to protect the health or safety of the student or other individuals.

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.
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 Paragraph, 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 POSTSECONDARY 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 postsecondary 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 postsecondary educational institutions. To refuse the release of the above information to military recruiting officers and postsecondary educational institutions, a parent or eligible student must notify the responsible authority, the Senior High School Principal, in writing by *Oct. 1* 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 postsecondary educational institutions; and
 7. Specific category or categories of information which are not to be released to the public, including military recruiting officers and postsecondary 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 postsecondary 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 postsecondary 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 postsecondary educational institutions.

XII. LIMITS ON REDISCLOSURE

A. Redisclosure

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 Article may use the information, but only for the purposes for which the disclosure was made.

B. Redisclosure Not Prohibited

1. Paragraph A. of this Article 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 Article VI. of this policy; and
 - b. The school district has complied with the record-keeping requirements of Article XIII. of this policy.
2. Paragraph A. of this Article 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 Paragraph XII.D. of this policy if a redisclosure is made based upon a court order or lawfully issued subpoena.

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 Article 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 Paragraph XII.B. of this

policy, the record of disclosure required under this Article 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 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.
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 Article 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 Article 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 Paragraph B. of this Article.

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 Paragraph C. of this Article.

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 Paragraph B. of this Article 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 Paragraph A. and B. of this Article 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 Superintendent of Schools.
- 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 Article 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)

St. Anthony New Brighton

INDEPENDENT SCHOOL DISTRICT 282

To: ISD 282 School Board Members

From: Renee Corneille - Superintendent

Date: April 7, 2026

Subject: Teacher (SAVEA) - Master Contract 2025-2027

District Administration are pleased to present a comprehensive agreement for the 2025-2027 contract. The SAVEA (Union) via their voting process, has confirmed their agreement to the contract presented to the school board for formal action.

We would like to honor all members of the negotiations team. The process was defined by a shared commitment to student success and educator well-being. We successfully navigated complex financial and language hurdles while maintaining a highly professional and collaborative environment. In addition, the meetings were fun and enjoyable even when navigating complex and hard topics. This atmosphere was created because both teams followed Joint Negotiating Norms, while prioritizing "Interests over Positions". The use of shared data and the commitment to a "safe space" for brainstorming allowed us to reach solutions that benefit both the district and the staff.

A few of the important contract updates include:

- Step Advancement & Q-Comp Protection: New language ensures that step advancement is tied to professional growth, establishing a rubric-based proficiency standard. This provides the District with essential "fallback" language to manage compensation should state Q-Comp funding ever be altered.
- Leave Flexibility: We removed the limit on the number of staff members who can be out on non-student contact days.
- MN Paid Family Medical Leave (PFML) Study: Rather than rushing into permanent contract language, we agreed to an MOA that establishes a joint work group. This gives both the Union and District time to properly understand and implement the new state law.
- Integration of Early Childhood (EC): We have successfully merged Early Childhood teachers into the Master Contract.
 - All sections of the SAVEA contract now apply to ECFE/ECSE licensed teachers.
 - EC teachers also now have their own separate seniority and bumping rights lists.
 - Special Education Due Process: Early Childhood licensed staff are now explicitly included in the provision for 25 minutes of daily due process time.
- E-Learning Permanence: E-Learning language has been moved from a temporary MOU directly into the Master Contract, providing clear expectations for asynchronous and

synchronous instruction during weather-related closures.

- Casual Sub Capping: We capped the use of "casual subs" to 7 times per year beginning in 2026-2027, addressing a significant administrative and coverage concern.
- Board Credit MOA: We agreed to update and maintain the Memorandum of Agreement (MOA) for Board Credits. This ensures a path for continuous improvement, allowing staff to earn credits for salary advancement through district-approved learning opportunities. Also - SAVEA and Administration agreed to contribute to the creation of Board Credit courses, sharing the responsibility for professional development.
- Minor Language Clean Up:
 - Personnel Files: No material other than HR paperwork may be placed in a teacher's file without prior notification and an opportunity for the teacher to file a response.

The final package balances fiscal responsibilities along with the need for recruitment and retention. The chart below articulates the financial changes.

Metric	Proposed Value
Total Recurring Costs (Tails)	8.62%
Total Package (including one-time stipend)	9.27%
One-Time Stipend (Year 1)	\$575

Additional Financial Changes:

- Paid Absences (Sick/PTO):
 - As of March 2, 2026, the parties agreed to maintain sick leave at 12 days (9 for EC) and non-cumulative PTO at 32 hours (64 for EC). PTO must be taken in minimum increments of one hour or a half-day.
- Retirement HRA Contribution: Teachers with 20 years of service hired between 2000 and 2005 who notify the district of retirement by January 15 and meet sick-day bank requirements will receive a one-time \$15,000 HRA contribution.
- Bachelor's step 11 to 12 increase of \$2,000.
- Loyalty Pay \$300.
- Schedules C & D 1% increase both years.
- Insurance District contribution of \$690 (Single) / \$2083 (Family) in Year 2.
- Insurance Terminology: References to "HRA" and "VEBA" will be updated to "HRA/VEBA" throughout the contract.

St. Anthony Village
Education Association
Local 7247

Master Contract

2025-2027

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ISD policies provide equal education opportunities for all students and equal employment opportunities for all employees. The district does not discriminate in admission, treatment, employment or access to its programs or activities.

Article I. Purpose

- A. This Master Contract, entered into between Independent School District 282 of St. Anthony and New Brighton, Minnesota, hereinafter called the School District, and the St. Anthony Village Education Association, hereinafter called the Association, Local 7247, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, hereinafter called the PELRA, to provide the terms and conditions of employment for teachers during the term of this Contract.
- B. 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, and the School District’s personnel policies established by this Contract which affect the working conditions of teachers. In the case of professional employees, the term does not mean the education policies of the School District.
- C. Effect This Contract shall constitute the full and complete agreement between both parties and may be revised only through the voluntary mutual consent of the parties in the form of a written signed amendment to this contract. This Contract shall supersede any rules, regulation, or practices of the School District which are contrary to or inconsistent with its terms.
- D. Individual Contracts All teachers will be employed by written individual contracts. Any individual contract between the School District and an individual teacher shall be subject to and consistent with the terms and conditions of this Contract. If an individual contract contains any language inconsistent with this Contract, this Contract, during its duration, shall be controlling. The School District shall not solicit execution of any individual contract at such time or in such manner as shall constitute an unfair labor practice under the PELRA. Within thirty (30) calendar days of the execution of this Contract, individuals will be notified of their salary.
- E. Definitions
1. *School Board* shall mean the Board of Education of Independent School District 282 or its designated representative.
 2. *Superintendent* shall mean the Superintendent of Schools or a designated representative.
 3. *Principal* shall mean the Building Principal or a designated representative.
 4. *Teacher* shall mean a professional employee individually contracted by Independent School District 282 who is required to be and is licensed by the Professional Education Licensing and Standards Board (PELSB), including those on leave of absence who are guaranteed a position upon their return; excluding short call substitutes as defined in Article VIII, E, supervisory employees, confidential employees, superintendents, principals and assistant principals who devote more than fifty percent (50%) of their time to administrative or supervisory duties. Teacher shall also mean those long-term

substitute teachers hired to replace an absent teacher who is a public employee, when the substitute teacher is employed more than thirty (30) working days as a replacement for the absent teacher.

5. Other terms not specifically defined in this Contract shall have those meanings as defined by the PELRA.

Article II. Recognition of Exclusive Representative

- A. Recognition The School District hereby recognizes the Association as the exclusive representative of all professional employees as defined in Article I, E-4.
- B. Exclusive Bargaining Agent The School District agrees not to meet and confer with, negotiate with or recognize any labor or employee organization other than the Association so long as the Association is the duly authorized, exclusive bargaining agent of the teachers of the School District.

Article III. Duration

- A. Term and Reopening Negotiations This Contract, as may be modified from time-to-time by written bilateral amendment, shall remain in full force and effect for a period commencing on July 1, 2025 through June 30, 2027, and thereafter until modifications are made, pursuant to the PELRA. If either party desires to modify or terminate this Contract for the succeeding contract period commencing on July 1, 2025, it shall give written notice of such intent no later than May 1, 2027, and unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety (90) calendar days prior to June 30, 2027.
- B. Party Rights Neither party in any negotiation shall have any control over the selection of the negotiating or bargaining representative of the other party. The School District and Association representatives shall have the right to make tentative agreements in the course of negotiations.
- C. Severability The provisions of this Contract shall be severable; and if any provision thereof or the application of any such provision under any circumstances held illegal, it shall not affect any other provisions of this Contract or the application of any provision thereof.
- D. Number of Official Contracts There shall be three (3) signed copies of this Contract for the purposes of record. One (1) retained by the School Board, one (1) by the Association and one (1) by the Superintendent.

Article IV. School Board Rights

- A. Authority of the School Board The Association recognizes that the laws of the State of Minnesota have vested in the School Board and its duly authorized representatives the full authority and power to manage, control and direct the operations of the School District within its legal limitations and this Contract. The primary obligation of the School District is to provide quality educational opportunities to the students of the School District.
- B. Authority to Establish Rules and Regulations The School Board and its duly authorized representative shall have the right, obligation, and duty to adopt, modify, or repeal policies, rules, directives, and regulations on behalf of the School District to the extent such action is not limited by this Contract.

Article V. Association Rights

- A. Notification The School District shall notify the Association President or designee within ten (10) business days following the hiring of a new teacher. At the time of initial employment, the School District shall provide the new teacher with a digital copy of the master contract. The district will provide the Association President or designee with current contact information for new licensed staff by August 15th each year. The School District shall notify the Association President or designee within a reasonable time following the granting of a leave of absence to any teacher or the severance of any teacher's employment.
- B. Dues Check-Off Any teacher who is a member of the Association or who has applied for membership, may sign and deliver to the School District an assignment authorizing deduction of membership dues in the association, including the Education Minnesota, National Education Association, and the American Federation of Teachers. Upon receipt of such authorization, the School District shall deduct the dues authorized from the teacher's regular monthly salary check each month. The teacher shall select one of the following options by October 1st:
 - 1. Six (6) bi-monthly deductions commencing on October 15th and ending in December of each school year.
 - 2. Twelve (12) bi-monthly deductions commencing on October 15th and ending in March of each school year.
 - 3. One full payment of Union dues to the Association via personal check by the Friday following Labor Day.

When a bargaining unit member has authorized a dues deduction, such authorization shall continue in effect for that year and from year to year, and cannot be canceled except by written notice from the Union President. A member seeking cancellation must provide written notice to the Union President.

- C. Indemnification The Association shall indemnify and hold the School Board and its agents harmless against any and all claims, judgments, or orders issued against the School Board or its agents arising from the administration of Article V, section B.
- D. Association Leave At the beginning of each school year, the Association shall be credited with six (6) duty days to be used by teachers who are officers or agents of the Association for the purpose of conducting duties of the Association. The Association agrees to notify the Superintendent at least forty-eight (48) hours prior to the date of the intended use of such release time. Officers of the association or their designated representatives shall be excused from school obligations such as parent/teacher conferences and open house, when they conflict with scheduled state association duties. The cost of a substitute teacher for the six (6) days of release time shall be paid as follows: the School District will pay for three (3) days and the Association will pay for three (3) days.
- E. Association Representative Representatives of the Association and their respective affiliates shall be permitted to transact official association business on school property at reasonable times, provided that this activity shall not interfere with or interrupt school operations.
- F. Necessary Information The parties agree that the Association shall receive upon reasonable notice public information necessary for the Association to exercise its responsibilities as exclusive representatives in conformance with state and federal statutes. Cost of reproducing such information shall be paid by the Association.
- G. Communication The School District shall provide reasonable bulletin board space in each building for use by the Association in areas not normally accessible to students. The Association may make reasonable use of the School District e-mail, mail service and teacher mailboxes for communications to teachers in quantities which do not interfere with regular School District mail service.

Article VI. Teacher Rights

- A. Right to Join The School District agrees that all teachers shall have the right to join or not to join the Association or any other labor or employee organization. The School District will not discriminate for or against any teacher with respect to the hours, wages, or other terms established by this Contract because of membership or non-membership in a labor or employee organization, negotiations with the School District, or for pursuing a grievance.
- B. Publication of the Contract Within thirty (30) calendar days of the signing of this Contract, the School District shall electronically send one (1) copy of this Contract to each teacher in the appropriate unit. Teachers newly employed shall be provided one (1) copy of the Contract.

C. Personnel File

1. Each teacher shall have the right upon written request to review the contents of the teacher's own personnel file. A representative of the Association may, at the teacher's request, accompany the teacher in this review. Each teacher's personnel file shall contain the following minimum items of information: teacher evaluation reports; copies of teaching certificates; a transcript of academic records.
 - a. No material other than HR paperwork such as but not limited to: initial hiring paperwork, benefits forms, lane change forms, leave request forms, etc, may be placed in a teacher's personnel file without first notifying the teacher and allowing the teacher an opportunity to file a response thereto. For all disciplinary items, the teacher's written or electronic signature on the document being placed in the file will serve as evidence of their notification. Signatures do not indicate agreement with the document. The teacher's response shall become a part of the file in accordance with the procedure of Minn. Stat. (2001) § 122A.40.19. The teacher shall have the right to reproduce any of the file's contents at the teacher's expense.
 - b. Any Teacher Development and Evaluation observation report incorporated into such files shall include only evaluators' statements made by qualified evaluators. Qualified evaluators shall include building principals, other full-time administrators, and any other evaluator excluding staff currently on the SAVEA contract identified in advance to the teacher being evaluated. Evaluators have the responsibility of being able to support evaluator's remarks contained in the evaluation statements.
2. Each teacher shall have the right to review personnel information maintained by the School District. Requests for the review of personnel information shall be made to the Superintendent and will be provided to the teacher at a reasonable time. The School District will notify a teacher of its intent to remove material from a personnel file before such material is removed. Whenever any material is permanently removed from a teacher personnel file, it shall be forwarded to the teacher, provided the teacher has provided the School District with a current address.

D. Notification of Teaching Assignment A reasonable attempt should be made to notify all teachers of their teaching assignments, grade level and /or courses, by June 1 of each year. If a teaching assignment should be subsequently changed, the School District agrees that it will use its best efforts to notify and consult with the involved teacher or teachers as far in advance of the final decision date as is reasonable and practical. If a teaching assignment is changed after August 15, the district will pay for 24 hours of curriculum writing to be used by October 15th.

E. Other Payroll Deductions The School District agrees to deduct approved/authorized payments by the teacher provided the teacher has furnished the payroll office with a written authorization specifying the amount to be deducted by October 1st of each year. The amount to be deducted may not be changed during the school year.

Article VII. Compensation

- A. Basic Salaries The annual salary for teachers covered by this Contract, who are employed by an individual continuing contract, are established as Schedule A for the 2025-2026 school year and Schedule B for the 2026-2027 school year. Schedules A and B shall be considered part of this Contract.
- B. Educational Preparation Lane
1. Teachers shall advance on the Salary Schedule upon submitting written evidence (official transcript) of degree obtainment from an accredited university/college or that fifteen (15) approved quarter or ten (10) semester credits have been earned from an accredited university/college.
 2. Lane changes and the respective salary schedule increases based on educational preparation lane advances shall be effective the first day of the month following receipt of official transcript.
 3. Transcripts received after April 30, will become effective on the first duty day of the following year. All undergraduate and graduate courses, except graduate courses in education as established by Article VII, E, shall be in a discipline in which the teacher is certified or pursuing certification. No undergraduate or graduate credits earned prior to a degree may be used for credits beyond the degree.
- C. Professional Experience Step Teachers shall be placed on the appropriate professional experience step of Schedules A and B effective as of the first duty day in accordance with the following:
1. New teachers may be granted unlimited professional experience credit on the Salary Schedule. Initial placement on the Salary Schedule shall be as agreed by the individual teacher and the Superintendent prior to employment. Thereafter, a teacher shall advance on the Salary Schedule in accordance with Article VII, C-2.
 2. Returning teachers with no break in continuous School District employment shall advance one step on the Salary Schedule for each complete school year of service, provided the teacher meets the following professional growth and observation requirements:
 - a. Goal Setting & Achievement: The teacher shall establish and demonstrate progress toward an agreed upon (by building administrator and teacher) individual professional practice goal and one student achievement goal. Neither goal requires a standardized assessment.
 - b. Administrative Observations: The teacher shall complete a minimum of three professional points of contact with a building administrator, which may include formal observations, instructional walkthroughs, or feedback sessions.
 - c. Proficiency Standard: The District and the Union will agree upon the rubric to be used and the definition of proficiency.

Failure to meet all the above mentioned requirements will result in the teacher remaining on their current step for the following school year.

3. Step advancement for returning teachers and step placement for new teachers shall be effective July 1 and shall remain constant until June 30 of each fiscal year.

- D. Status of Salary Schedule The Salary Schedule (Schedules A and B) is not to be construed as a part of a teacher's individual contract.
- E. Masters Lane In addition to the paragraph above, in order for a teacher to qualify for placement on the M.A. educational preparation lane, the earned Master's Degree must be in the discipline of the teacher's assignment or the Master's Degree major field must be in a field within the educational profession. Prior approval is strongly recommended for teachers even though it is not required. Teachers should seek prior approval if they wish to make sure that the Master's Degree they are taking will be approved for salary advancement. An online form is used to obtain prior approval for course work. Teachers will be notified within two weeks of their online submission if the Master's Program has been approved. The District will provide the rationale for any denied Master's Degree program.
- F. Pay Deduction Whenever a pay deduction is made because of a teacher's absence, the teacher's annual salary divided by the number of contracted teacher duty days shall be deducted for each day's absence. This deduction shall be prorated over the remaining payments due said teacher for that school year.
- G. Schedule of Salary Payments The contract will be paid over a 12-month period. Salary payments consisting of one twenty-fourth (1/24) of the teacher's total annual contracted salary shall be made on the fifteenth (15th) and the last day of the month, whichever follows the first nine (9) working days.
- H. Mileage Teachers who are required by the School District to use their personal automobile in the performance of assigned duties shall be reimbursed for all such travel in accordance with the current IRS rate.
- I. Doctoral Lane In order for a teacher to qualify for a Doctoral lane, the earned Doctorate degree must be in the discipline of the teacher's assignment or the Doctorate degree major field must be in a field within the educational profession. Prior approval is strongly recommended for teachers even though it is not required. Teachers should seek prior approval if they wish to make sure that the Doctoral Program they are taking will be approved for salary advancement. An online form is used to obtain prior approval for course work. Teachers will be notified within two weeks of their online submission if the Doctoral Program has been approved. The District will provide the rationale for any denied Doctoral program.

Article VIII. Employment Status

- A. Full-time Teachers A full-time teacher shall be defined as a teacher who is employed by an individual contract for a duty day of six (6) hours or more and a school year of more than one hundred (100) duty days.
- B. Part-time Teachers
1. A part-time teacher is a teacher who is employed by an individual contract for a duty day of more than three (3) hours and less than six (6) hours.
 2. A part-time teacher for more than three (3) hours and less than six (6) hours shall receive pro-rated insurance benefits as established by Article X, A, B, C, and D.
 3. The parties agree that the School District is only obligated to allow part-time teachers to participate in the School District insurance program on pro-rata basis, and if such teachers are ineligible to participate under the terms of any existing insurance contracts, the School District shall have no further responsibility.
- C. Job Sharing
1. Eligibility: Teachers must work in the school district a minimum of three years before beginning a job sharing assignment.
 2. Application: Teachers who wish consideration for job sharing must apply to the Superintendent, with a copy to the exclusive representative, on or before January 30 of any contract year preceding a job sharing appointment and file with the application a general plan and request for benefits to cover the anticipated term of job sharing. Applications may be withdrawn through March 1 of the academic year. The employee must be notified by March 31 of the Superintendent's decision. The employee must reapply each year.
 3. TRA Contribution: In the event that the teacher and the school district agree to a job sharing arrangement, the school district shall agree to pay that portion of the teacher's contribution pursuant to Minn. Stat. 354.66, § 4. 4. Salary Schedule: A teacher involved in job sharing shall continue to advance normally on the salary schedule.
 4. Salary Schedule: A teacher involved in job sharing shall continue to advance normally on the salary Schedule.
 5. Seniority: Teachers who have taught full-time in the District immediately prior to such assignment shall retain full seniority earned prior to becoming a job sharing teacher and accrue one year seniority for each year in a shared position. Such qualified job sharing teacher shall not be placed on unrequested leave of absence before a less senior full-time qualified teacher.

6. Continuing Contract: A teacher may job share for five years over a period of six consecutive years with no reduction in continuing contract. Teachers who apply for a seventh year will receive a continuing contract only to the FTE of their job share.
7. Sick Leave: Job sharing teachers shall retain sick leave benefits accrued immediately prior to such assignment and shall be granted additional sick leave on a pro rata basis.
8. Insurance: Job sharing teachers who wish to participate in the district sponsored insurance program shall receive pro rata contributions as outlined in Article VIII.
9. Curriculum and Workshop Days: Job sharing teachers shall attend full curriculum days and full workshop days without payment of additional salary.
10. Other Duties: Job sharing teachers shall have the following professional responsibilities without payment of additional salary, unless modified in writing by mutual consent:
 - a. Plan and implement a job sharing model as mutually agreed by both partners and the building principal.
 - b. Attend all curriculum and workshop days.
 - c. Grade report cards and attend parent conferences/open houses.
 - d. Attend staff and unit meetings on each individual's scheduled work day and communicate information and directives to the other partner in a timely fashion.
 - e. Ensure effective communication between partners and between the school and parents by regularly using written correspondence, telephone communication, etc.
 - f. Jointly plan and organize curriculum and instruction on a weekly basis.
 - g. Both partners will jointly teach the first day and last day of the school year.
 - h. Put forth their best effort to teach on days when the partner uses non-emergency, prescheduled or professional leave days.
 - i. Prepare and complete an end of the year evaluation process in cooperation with and approved by the building principal.

D. Long-term Substitutes

1. A long-term substitute teacher is a teacher who is employed by an individual contract for more than thirty (30) consecutive duty days.
2. A long-term substitute teacher shall receive insurance benefits as established by Article X, A, B, C, and D.
3. A long-term substitute teacher shall receive sick leave as established by Article XI.
4. A long-term substitute teacher shall be paid at Step 1 of the teacher salary schedule. They will be placed on the lane appropriate to their educational background. Candidates that are interested in positions that are difficult to fill can be placed on the Salary Schedule at a step agreed to by the

individual teacher and Superintendent prior to employment. The SAVEA President will be notified within 10 duty days when this provision is used.

- E. Short Call Substitutes A short call substitute teacher is a teacher who is employed on an occasional basis for less than thirty (30) consecutive duty days. A short call substitute teacher's terms and conditions of employment shall not be governed by this Contract.

Article IX. Additional Assignments

- A. Additional Compensation Coverage Nothing contained in this Article or Schedules C and D shall be interpreted as applying to faculty meetings, work on professional committees, parent meetings, individual parent and teacher conferences, or other similar professional responsibilities.
- B. Additional Teaching Assignments
1. Teachers may enter into separate contracts with the School District for the performance of additional teaching duties during the normal duty day. It is the teacher's obligation to notify the Association President of the contents of said contract. Teachers entering into separate contracts shall be compensated in accordance with the following:
 - a. Teachers contracting for additional student contact time will be paid at the rate of the proportion of their basic salary schedule compensation per semester of the additional student contact time relative to the student contact time of a full-time teacher of similar role.
 - b. $\text{Additional Assignment} = (\text{Additional Student Contact time}) / (1.0 \text{ FTE Student Contact Time})$
 - c. Teachers contracting for Extended School Year (ESY) or other federal or state-required services involving the education of students receiving special education services shall be paid for 12 hours of preparation time prior to the start of ESY and daily preparation time as follows: for every 25 minutes of student contact, 5 minutes of preparation time will be provided. The preparation time may occur before or after the student ESY day. Up to 8 hours of end of term reporting will also be paid to be completed at the teachers location of choice. Their compensation will be in accordance with Salary Schedule D (Summer School Pay).
 2. Teachers may enter into separate contracts with the School District for the performance of teaching duties in addition to the normal school year. Teachers entering into separate contracts shall be compensated in accordance with the following:
 - a. Teachers contracting for duty days in excess of those established by Article XVI B shall be compensated at the daily rate of the teachers' current school year basic salary schedule income.

- b. Teachers contracting for summer school teaching shall be compensated in accordance with Salary Schedule D.

3. Independent study is an option for a student to complete a course and remain in the school district. The student would work through a high school counselor and/or Career Coordinator in proposing independent study. The student would be assigned by the Building Principal and/or Career Coordinator to a teacher on staff who agrees to the assignment. Said teacher along with the Career Coordinator would develop course expectations for the student, supervise the independent study, evaluate student work, and assign an appropriate letter grade. Upon approval of the Building Principal, a stipend of \$500 per course would be paid to the independent study teacher.

C. Classroom Substitution Staff must take full or half days when needing a substitute. A staff member may use casual subs to cover a maximum absence of 120 minutes in one day with no payment or comp-time option up to seven (7) times per school year beginning with the 2026-2027 school year. Staff must let the office (principal/school secretary) know if they are leaving the building and/or utilizing the casual sub option and the name of the teacher covering their classes.

D. Extracurricular Assignments Teachers may enter into separate contracts with the School District for the performance of extra tasks and duties which are performed outside the normal duty day. During the term of the Contract, compensation for teachers performing the extracurricular assignments listed in the Athletic Extra Pay Schedule (Schedule C) and the General Extra Pay Schedule (Schedule D) shall be determined by such schedules.

1. Extracurricular payments for activities which are duty year in duration shall be paid in accordance with Article VII, G.
2. Extracurricular payments for activities which are per issue, per event or per activity shall be paid following the completion of the issue, event, or activity.
3. Teachers employed for seasonal activities will be paid in six (6) equal payments in accordance with the following schedule:

Sports

Fall	Sept., Oct., Nov.
Winter	Dec., Jan., Feb.
Spring	Mar., Apr., May

E. Filling Assignments

1. The School Board shall determine which additional positions are to be filled.
2. Vacancies and Application for Transfer: The School District will send an email copy of all job postings to all licensed staff and to the Association President. Each notice shall contain the date it was actually posted. A teacher shall be eligible to apply for transfer to a vacant position for the purpose of this Article only if such teacher has a currently valid license as required by the state (other than an

out of field permission) to teach in such subject matter or field. Any teacher may apply for a transfer to any vacant position by filing a written request with the superintendent's office with a copy to the appropriate building principal within 10 duty days before the end of the school year. Positions that are posted during the school year will be posted for 10 duty days. Summer vacancies will require a posting period of 14 calendar days and an emailing of notice of vacancy to all licensed staff at their school district email address. School district staff will be responsible for the email for summer postings. The school district shall consider all timely written requests for voluntary transfer before permanently filling any vacant teaching position. The school district shall have the right to fill vacant positions on a temporary basis pending completion of the application process. Sabbatical leave vacancies will be filled in accordance with procedures outlined in Article XII.

3. The School Board shall fill extra teaching, extracurricular, and additional assignments on a voluntary basis from among qualified teacher applicants. The Association and the School District agree, however, that in the absence of qualified applicants, because of special circumstances, or because of the needs of the School District, the School Board reserves the right to assign additional assignments to qualified teachers in order to fill the position.

- F. Status of Schedules C and D The compensation established by Schedules C and D shall be considered part of this Contract. Schedules C and D shall not be construed as a part of a teacher's individual contract.

Article X. Insurance

- A. Life Insurance The School District shall contribute one hundred percent (100%) of the monthly premium cost of a fifty thousand dollar (\$50,000) group term life insurance policy for all eligible and enrolled full-time teachers. The group life insurance policy will provide one hundred thousand dollars (\$100,000) in the event of accidental death.
- B. Income Protection Insurance The School District shall contribute one hundred percent (100%) of the monthly premium cost of a group income protection insurance policy for all eligible and enrolled full time teachers.
1. The policy shall have a ninety (90) continuous calendar day waiting period before benefits begin.
 2. The policy shall provide a benefit of two-third (2/3) of the teacher's net monthly salary to a maximum payment of seven thousand (\$7,000) per month.
 3. The policy shall provide for benefit payments to age seventy (70) or until termination of the disability, whichever occurs first.
- C. Hospitalization Insurance
1. The school district shall contribute \$636.94 per month in 2025-2026 toward the premium cost for the open access single high deductible plan & \$612.38 per month in 2025-2026 toward the premium cost for the achieve access single high deductible plan for all eligible teachers employed .73 of the day or more, who are in the School District group health, hospitalization and major medical plan. For the

2026-2027 school year, the school district shall contribute \$690 per month toward the premium cost for all single high deductible plans for all eligible teachers employed .73 of the day or more, who are in the School District group health, hospitalization and major medical plan. After that time, the district will contribute half of any rate increase. Conversely, any insurance rate savings will be split equally between district and teacher.

2. The school district shall contribute \$1880.34 per month in 2025-2026 toward the premium cost for the open access family high deductible plan and \$1807.82 per month in 2025-2026 toward the premium cost for the achieve access family high deductible plan for all eligible teachers employed .73 of the day or more, who are in the School District group health, hospitalization and major medical plan. For the 2026-2027 school year, the school District shall contribute \$2083, per month toward the premium cost for all family high deductible plans for all eligible teachers employed .73 of the day or more, who are in the School District group health, hospitalization and major medical plan. After that time, the district will contribute half of any rate increase. Conversely, any insurance rate savings will be split equally between district and teacher.
 3. Beginning October 1, 2004, the District shall offer a high-deductible health insurance plan coupled with a HRA/VEBA Trust in addition to its other health insurance plans. Each employee who chooses to enroll in the high-deductible HRA/VEBA plan shall receive a District contribution to a HRA/VEBA account set up for that employee. The following provisions shall apply to the high-deductible HRA/VEBA plan offered by the District:
 - a. Single Coverage: The School District will make a \$550 annual contribution to the employee's HRA/VEBA account in the 2025-2026 and 2026-2027 school years.
 - b. Dependent Coverage: The School District will make a \$1,100 annual contribution to the employee's HRA/VEBA account in the 2025-2026 and 2026-2027 school years.
 - c. Timing of Deposits: HRA/VEBA deposits will be made twice annually. Deposits will be made once on October 1st or the next business day if a weekend and on Feb 1st or next business day if a weekend.
 - d. Administrative Costs: The School District shall contribute up to \$4.00 per account per month toward the cost of administering active employees' HRA/VEBA accounts.
 4. Teachers hired after March 1st, 2014 are only eligible for the high deductible hospitalization insurance plans.
- D. Dental Insurance The School District will contribute up to a maximum of \$32.18 toward the monthly premium of single dental insurance, or \$80.94 toward the monthly premium for family coverage for all eligible and enrolled teachers employed .73 or more. Any amount exceeding the District contribution for the duration of this contract will be shared equally (50/50) between the School District and eligible employees.

- E. Workers' Compensation The School District will provide workers' compensation coverage as required by law.
- F. Tax Sheltered Annuity Teachers may voluntarily participate, at their cost, in School District approved tax sheltered annuity programs. The School District shall contribute on behalf of any participating teacher toward a tax sheltered annuity program in accordance with the provisions as outlined in Article XV. Teachers electing to participate must notify the School District by October 1st of the school year of participation.
- G. Payroll Deductions The difference between the monthly premium costs of the group insurance plans and the School District's contributions established by Article X, C-1 & 2 and D shall be paid by enrolled teachers through payroll deduction.
- H. Voluntary Participation Participation by any eligible full-time teacher or part-time teacher in the insurance plans established by this Article is voluntary. Eligible teachers who choose not to participate shall receive no additional compensation in lieu thereof.
- I. Claims Against the School District The School District and the Association agree that any description of insurance benefits contained in this Article are intended to be informational only and eligibility of any teacher for benefits shall be governed by the terms of the insurance policies contracted by the School District and an insurance carrier pursuant to this Article. The School District's obligation is to contract for insurance policies and contribute such amounts as established by this Article.
- J. Duration of Insurance Contribution Teachers are eligible for School District contributions as provided in this Article as long as the teacher is employed by the School District.
1. Teachers who retire or are placed on unrequested leave of absence, or who are terminated following the completion of a normal school year, as defined by Article XV, B, shall have School District contributions made on their behalf through the month of August.
 2. Teachers who are placed on unrequested leave of absence, and who have not completed a normal school year, as defined by Article XVI, B, shall have School District contributions made on their behalf through the month of June.
 3. Teachers who resign or who are dismissed for cause from employment prior to the completion of the normal school year, as defined by Article XVI, B, shall have all School District contributions cease, effective as of the last day of employment.
 4. Teachers who retire and do not qualify for Medicare shall have the option of purchasing health coverage from the School District's insurance carrier.
- K. Distribution of Policies The School District shall distribute copies of all insurance policies established by this Article to each teacher covered by said insurance.

Article XI. Paid Absences

For the purposes of this article the daily rate of pay is based on the calculated annual FTE on the employee's assignment sheet.

A. Sick Leave

1. Sick leave with pay shall be granted to teachers in the amount of twelve (12) days and early childhood teachers in the amount of nine (9) days per normal school year for absences necessitated by:
 - a. the illness or injury of a teacher which prevents the adequate performance of teaching duties and responsibilities;
 - b. the serious illness of a member of a teacher's immediate family for which other reasonable arrangements for care cannot be made;
 - c. the death of a member of the teacher's immediate family; or,
 - d. disability caused by pregnancy.
2. For the purposes of this section, immediate family shall mean: father, mother, spouse, child, sister, brother, grandmother, grandfather, mother-in-law, father-in-law, sister-in-law, brother-in-law, significant other, parents of significant other, children of significant other, grandchild, step parent, or step child. Pursuant to Minn. Stat. 181.9413, the School District may limit the use of personal sick leave benefits due to illness or injury to members of the teacher's immediate family to no less than 160 hours in any 12 month period.
3. Unused sick leave may be accumulated to a maximum of 240 days.
4. Teachers qualifying for sick leave benefits shall have School District insurance contributions made on their behalf in accordance with Article X, until the exhaustion of accumulated sick leave or until the commencement of income protection insurance benefits, as established by Article X, B, whichever occurs later. Teachers exhausting accumulated sick leave prior to the commencement of income protection insurance benefits shall have insurance contributions made on their behalf until income protection insurance benefits begin.
5. All sick leave shall be based on 12 days or 96 hours per year, for a full time teacher or 9 days or 72 hours for early childhood teacher, respectively. Part time teachers, working less than .8 FTE, will be given sick time each year prorated on 96 hours or 72 hours, respectively, calculated on their Full Time Equivalency (F.T.E.), rounded to the nearest whole hour.
6. The Superintendent has the right to verify the use of sick leave by requiring the submission of medical verification.

- B. Paid Time Off: Thirty-two (32) non-cumulative paid time off hours shall be granted to teachers and sixty-four (64) non-cumulative paid time off hours shall be granted to early childhood teachers each normal school year. Such days shall be granted by the Building Administrator according to the following guidelines:
1. In emergency situations, written requests for paid time off may be submitted after the fact. It is understood that the teacher will assume the responsibility in such an emergency of notifying his/her principal at the earliest possible time.
 2. Paid time off will not normally be granted to more than four (4) individuals at Wilshire Park, three (3) individuals at the High School, three (3) individuals at the Middle School per day and one (1) early childhood on student contact days. Limits do not apply on non-student contact days. Teachers must notify their school office through email as directed by the building administrator as soon as possible when planning to take personal days. If the allocation for the building has been reached, the first individuals notifying the office will get the days. Teachers will have confirmation or denial of requests within two duty days.
 3. Under no circumstances may paid time off be used to engage in a strike, picketing, bannering or in any other concerned activity regarding conditions of professional service or policies of the School Board or in activities which disrupt the normal activities of any school.
 4. A part-time teacher contracted for twenty (20) to thirty (30) hours per week shall be granted access, on a pro rata basis, to thirty-two (32) hours non-cumulative paid time off hours each normal school year. Teachers working less than 20 hours per week are not eligible for paid time off.
 5. Paid time off must be taken for a minimum of one half day (4 hours / 0.5 day).
 6. An employee that has earned but not used paid time off hours shall be compensated at \$21.88 per hour.
- C. Bereavement Leave Upon advance notice and arrangement with the office of the principal, up to five (5) days paid leave, non-cumulative, may be used by a teacher for the attendance at or arrangement of the funeral of a teacher's spouse, child, parent, dependents, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, significant other, parents of significant other, children of significant other, or brother or sister of significant other. Up to three (3) days paid leave, non-cumulative, deducted from sick leave, may be used by a teacher for attendance at or arrangement of the funeral of a teacher's grandparent, grandchild, great grandparents, aunt or uncle, spouse's grandparent, significant other's grandparents. One (1) day of leave, non-cumulative, deducted from sick leave, may be used by a teacher for the attendance at or arrangement of the funeral of another family member or a friend. Leave may be granted at the Superintendent's discretion for other circumstances. Additional time beyond the amount of time granted due to a death in a teacher's immediate family shall be determined at the discretion of the Superintendent.

D. Jury Duty

1. Teachers summoned to jury duty may be granted paid absence, not deducted from sick leave, for the duty days the teacher is required to serve in such capacity.
2. Teachers granted paid absence for jury duty shall be paid their daily Salary Schedule compensation, less jury duty fees for each duty day of absence.
3. Teachers may request exemption or postponement from jury duty as provided by Minnesota law.

- E. Disaster Leave Additional sick leave benefits shall be granted to any teacher who has exhausted accumulated sick leave benefits, if such teacher has been continuously disabled and unable to teach for a period of 30 or more consecutive days, as certified by a physician, physician's assistant, certified nurse practitioner, psychologist, or psychiatrist. Disaster leave benefits shall commence as of the duty day immediately following the last day of regular sick leave payment. Disaster leave benefits shall continue only for a period during which the teacher remains continually disabled and unable to teach and shall cease on the 78th calendar day of total disability.

Article XII. Leaves of Absence

- A. Short-term Leave Without Pay Teachers may be granted absences without pay to a maximum of five (5) duty days per school year. Requests for absence without pay shall be made in writing, at least three (3) calendar days in advance of the date of absence; however, the three (3) calendar day notice may be waived by the Superintendent in cases of personal emergency. The approval of requested absence without pay shall be at the sole discretion of the superintendent. Teachers requiring an absence without pay in excess of five (5) duty days during the year, shall request a leave of absence without pay in accordance with the provisions of Article XII (B).
- B. Long-term Leave Without Pay A leave of absence without pay for up to twelve (12) calendar months may be granted to any teacher upon written application and subject to the approval of the School Board for the purpose of furthering a teacher's education, service as full-time officer of the Association or on its staff, campaigning for or running for public office, holding public office (for term of the office) or for other extenuating circumstances. Long-term leaves must be requested prior to April 1 of the year before the leave will be taken. Exceptions for emergency and medical situations may be granted on the recommendation of the Superintendent.
1. Upon return from a long-term leave a teacher shall advance the one step earned prior to the leave, on the Salary Schedule in accordance with the provisions of Article VII, C.
 2. The continuing contract shall remain in effect and the teacher shall retain all fringe benefits which had accrued prior to taking the long-term leave of absence. The teacher shall not accrue additional

experience credit for pay purposes or accrue additional leave time during the period of absence for the long-term care leave.

3. Request for an unpaid leave of absence shall be made in writing no later than ninety (90) calendar days prior to the commencement of the leave with the exception of requests for extenuating personal circumstances.
4. A leave of absence without pay may be extended for an additional period, not to exceed twelve (12) Calendar months, at the sole discretion of the School District.
5. Teachers on an unpaid leave of absence shall be notified by the School District prior to February 1 requesting whether such teacher shall return to employment the next school year. The teacher shall notify the School District by March 1 whether the teacher shall return to employment. The School District shall notify the Association President once the mailings have been sent. Teachers who fail to give such notice shall not be reinstated unless such reinstatement is agreed to by both the teacher and the School District.

C. Child Care Leave The School Board will grant child care leave to any teacher who makes written application for such leave subject to the following:

1. The teacher shall submit a written application for leave to the School Board at least ninety (90) calendar days prior to the desired start of the leave except that in case of adoption, the teacher shall upon learning the date of adoption, submit such written application effective the date of adoption and further that in the event of illness to a child, the teacher shall give as much notice as possible of intent to take child care leave.
2. The leave shall begin at a date determined by the Superintendent in consultation with the teacher and may be for a mutually agreed upon time, not to exceed fifteen (15) months. In determining the beginning date, if there is no mutual agreement, the Superintendent shall take into account individual capacities and characteristics, the ability to perform specific duties of employment, efficiency, willingness to continue work, and some natural break in the educational program.
3. At least one-hundred and twenty (120) calendar days prior to the expiration of the leave, the teacher shall signify intent to return to the teacher's original position or to a position of like status. In determining the actual date of return to duty the Superintendent shall consult with the teacher in an attempt to determine a mutually agreeable date of return. If there is no mutual agreement, the Superintendent shall establish a date of return after taking into consideration individual characteristics and capacities, willingness to return to work, and some natural break in the educational program.

4. In the event a teacher is disabled prior to the commencement of a scheduled child care leave, he or she will have the option of either using sick leave days to cover the disability or moving the beginning date of child care leave forward to include the days of disability.
5. A teacher will be granted one (1) additional school year of leave by submitting a written request no later than April 1 prior to the beginning of a school year for which the extended leave is requested. However, a teacher requesting an additional school year of child care leave shall not be allowed to return to duty during the term of that leave. The School Board is under no obligation to reinstate a teacher who does not comply with the above requirements.
6. The continuing contract shall remain in effect and the teacher shall retain all fringe benefits which had accrued prior to taking child care leave of absence. The teacher shall not accrue additional experience credit for pay purposes or accrue additional leave time during the period of absence for child care leave.
7. The parties agree that the applicable periods of probation for teachers as set forth in Minnesota Statutes 122A.40, Subd. 5 are intended to be periods of actual service enabling the employer to have an opportunity to evaluate a teacher's performance. The parties agree, therefore, that periods of time for which the teacher is on child care leave shall not be counted in determining the completion of the probationary period.
8. A teacher who returns from child care 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 a leave.
9. A teacher on child care leave is eligible to participate in group insurance programs if permitted under the insurance company policy provisions, but shall pay the entire premium for such programs as the teacher wishes to retain, commencing with the beginning of the child care leave. The employer shall provide a statement of costs due for all insurance benefits. The right to continue participation in such group insurance programs, however, will terminate if the teacher does not return to employment pursuant to this section.
10. Pay and Fringe benefits will be calculated in accordance with the Family and Medical Leave Act (PL 103-3).
11. Adoption leave shall be granted in accordance with FMLA.
12. Teachers may simultaneously use their accumulated and unused sick leave during the Family Medical Leave Act (FMLA) absence only to the extent of the teacher's six (6) week period of disability or eight (8) weeks for cesarean birth as certified by the teacher's doctor.

13. A parent may take up to 6 weeks paid leave out of their accumulated sick leave balance, to care for their child and the birthing parent.

D. Sabbatical Leave Sabbatical leaves are hereby replaced by unpaid leave of absence.

E. Failure to Return from Leave Teachers who do not return to duty at the expiration of any leave of absence provided by Article XII, A, B, C, or D shall be considered to have resigned.

F. Continuation of Insurance A teacher on an approved leave of absence established by Article XII, A, B, C, or D may continue to participate in the group insurances established by Article X, to the extent permitted by the insurance policy, at the teacher's personal expense. A teacher electing to continue participation in the group insurance programs shall arrange to pay the full monthly premiums through the District Office. Any insurance benefit based upon income shall be calculated on the salary received during the last normal school year the teacher was on duty.

G. Continuation of Seniority A teacher on an approved leave of absence established by Article XII, A, B, C, or D shall continue to accrue seniority during the period of the approved leave of absence.

Article XIII. Unrequested Leave of Absence

A. Purpose This Article has been agreed upon by the School District and the Association pursuant to the provision of Minn. Stat. 122A.40, § 10, and shall constitute the procedure for placing teachers on unrequested leave because of discontinuance of position, lack of pupils, financial limitation or merger of classes caused by consolidation of districts. Accordingly, the provisions of Minn. Stat. 122A.40, § 11 shall not be applicable to any continuing contract teacher employed by the School District. The School District shall follow the procedure set forth in Article XIII.

1. In the event that unrequested leaves of absence are contemplated by the School District, the School District shall consult with the Association President prior to April 1 in a good faith effort to minimize the adverse effect of such leaves on the teaching staff and on the educational program of the School District.
2. In determining the number of teachers to be placed on unrequested leave, the School District shall first ascertain the number of District teaching positions for the next year. Present and projected enrollment, the financial status of the District, desired class sizes, and subject area consideration shall be used, as well as discontinuance of positions, lack of pupils, financial limitations, or merger of classes caused by consolidation, to determine the number of District teaching positions for the next school year.
3. The need may arise for the involuntary transfer of teaching staff members in order to minimize the adverse effect on the educational programs staffed by a teacher placed on unrequested leave. The School District shall discuss involuntary transfers with the Association President prior to making such

transfers. Such transfers shall be made prior to May 15 for the following school year whenever possible.

B. Prior Notification

1. Teachers to be placed on unrequested leave of absence shall be personally notified whenever possible of such leaves. If such notice is by mail, it shall be restricted delivery mail with return receipt requested. The Association President shall also be notified of such leaves in the same manner within three (3) days of the notification to the teacher placed on unrequested leave.
2. Notification of the intent to place a teacher on unrequested leave shall be sent to the teacher and the Association President as soon as possible after an official action is taken to reduce staff, but in no event later than May 15 of the school term prior to the commencement of the intended unrequested leave.

C. Disputes Over unrequested Leave Procedures

1. A teacher who believes he or she has been unjustly placed on unrequested leave may pursue the complaint through the grievance procedure.
2. In the event that a teacher has been found to have been unjustly placed on unrequested leave, the said teacher shall be recalled to his or her teaching position and shall be compensated for any losses suffered as a result of such unrequested leave, less any unemployment compensation he or she may have received during the leave period.

D. Order of unrequested Leave

1. All teachers with limited permits and provisional certification as well as probationary teachers shall have their contracts terminated before any continuing contract teacher is placed on unrequested leave.
2. Then placement on unrequested leave shall be made on the basis of seniority within the field(s) for which the teacher is licensed. A teacher shall not be placed on unrequested leave when a combination of teaching assignments exists within the appropriate division for which said teacher is licensed, providing said teacher has greater seniority than the teacher(s) presently holding the assignment(s). In the event a teacher has not taught in that licensed area for at least one semester, or its equivalent, within the last five years, the school board will pay for course work needed to update the affected teacher in that licensed area. The Superintendent shall propose a reasonable time period and course of preparation to fulfill the requirements of this section.
3. All layoffs shall become effective July 1 of each calendar year.
4. Early Childhood teachers shall have seniority only as an Early Childhood teacher and shall have a separate seniority list consisting only of Early Childhood teachers. Kindergarten through Grade 12 teachers (K-12) shall have a seniority list consisting of only K-12 teachers. An Early Childhood teacher shall not have any rights to any other teaching position in the School District. K-12 teachers shall not have any rights to any Early Childhood position in the school district.

Early Childhood teachers shall be laid off and recalled within order of seniority with other Early Childhood teachers. K-12 teachers shall be laid off and recalled within order of seniority with other K-12 teachers.

E. Determination of Seniority

1. Seniority shall be defined as the length of continuous employment of a teacher from the most recent date of employment. Continuous employment for purposes of seniority shall include all employment for the School District in the capacity of a teacher, as defined by Article I, E-4. This shall include service as a Tier 1 or Tier 2 teacher.
2. Only service during the normal school year and normal school day, as defined in the contract, will count toward seniority.
3. In any one fiscal year, a teacher shall accrue a maximum of one year's seniority for all services performed.
4. A full year of seniority shall be granted for any full-time teacher as defined in Article VIII, A. Full-time teachers with continuing contract status who accept employment for less than full time, including all teachers on paid leaves and leaves of absence, shall continue full year seniority accrual.
5. A full year of seniority shall be granted for part-time teachers as defined in Article VIII, B. A full year of seniority shall be granted to long-term substitutes who work a full year.
6. The School District shall also prepare from its records as of October 1 of each year, a seniority list consisting of Early Childhood.
7. The School District shall prepare from its records as of October 1 of each year, a seniority list consisting of Kindergarten through Grade 12(K-12).
8. The seniority list shall contain the name, seniority status and area(s) of Licensure of each teacher.
9. On or before October 15 of each year, the School District shall email all licensed teachers a copy of the seniority list.
10. In determining seniority status, the date the School District approved the teacher's individual contract shall be used. If teachers have the same School District approval date, the date the School District offered the teacher a contract shall be used. In the event of a tie, the teacher with the highest educational lane placement will be placed higher on the seniority list. In the event of a remaining tie, the teacher with the earliest date of issuance on a Minnesota teaching license will be placed higher on the seniority list.

11. Teachers shall continue to accrue seniority while on any approved leave of absence.

12. Seniority applies only to Tier 3 and Tier 4 teachers and commences with the first day of continuous service in the School District.

F. Bumping Rights

1. A teacher who receives notice of proposed placement on unrequested leave of absence may elect to displace a teacher with lower seniority status, provided that the displaced teacher is the least senior teacher for which both are licensed by PELSB as per October 15 of the current school year on their seniority lists.
2. A teacher shall be considered licensed for the purpose of this Article if such teacher has a valid license from PELSB (other than an out of field permission) to teach in such subject area or field.
3. District employees other than members of the bargaining unit shall not be entitled to displace teachers in the bargaining unit.
4. A teacher who elects to exercise his or her right to displace another teacher under the provision on this section, shall do so by written notice to the Superintendent within ten (10) working days from the date of receipt of notice of proposed placement on unrequested leave.
5. A teacher displaced under the provisions of the section, shall be placed on unrequested leave of absence and shall be notified of such leave in accordance with the procedure set forth in Article XIII, B.

G. Status While on Leave

1. Teachers placed on unrequested leave of absence shall remain eligible for group insurance benefits at personal expense.
2. Payments of premiums by those teachers electing to continue group insurance benefits while on leave shall be made on the basis of quarterly, semiannual or annual payments, at the teacher's option.

H. Recall Procedure

1. No new teacher shall be employed by the School District while there is available, on unrequested leave of absence, a teacher who is licensed to fill the vacant position or combination of assignments compatible with the said teacher's license. A combination shall be arranged whenever possible so that the teacher with the highest seniority status shall be recalled first.
2. A recall list shall be maintained and updated annually by the School District. Teachers on the recall list for more than five years shall be dropped from the recall list and shall not be subject to the recall provisions of the Article.

3. As positions for which a teacher is licensed become available, he or she shall be recalled to employment in the inverse order of layoff, provided however, that no full-time teacher on the recall list shall be required to accept less than a half-time position. A teacher accepting a position of less than full-time, shall not jeopardize his/her right for recall to a full-time position.
 4. The order of recall shall be determined by a teacher's seniority status at the time he or she was placed on unrequested leave.
 5. Notification of recall shall be by either telephone call, in person with signature for verification or by restricted delivery mail with return receipt requested and shall be to the last known address provided by the teacher to the office of the Superintendent.
 6. A teacher shall have up to fifteen (15) calendar days from the date of receipt of notification of recall in which to notify the Superintendent in writing of his or her intent to accept the School District's offer of re-employment or to indicate in writing his or her intent to waive his or her option to be re-employed in the position offered. Teachers recalled to employment shall report for work within two (2) weeks after the date of acceptance of recall.
 7. If a teacher waives his or her right to re-employment in the position offered, the position shall be offered to the teacher with the next greatest seniority, provided that teacher is licensed for the position.
 8. A teacher who is recalled shall be reinstated to his or her former position or to a position of similar nature and status. Such a teacher shall be placed on the next highest experience step of the current salary schedule than the step they were on at the time of placement on unrequested leave and shall maintain a continuing contract, salary, benefits, seniority, compensation and other advantages, received or accrued prior to such layoff.
- I. Termination of Rights A teacher's recall rights shall terminate should any of the following events occur:
1. Voluntary removal by a teacher of his or her name from the seniority list, provided, however, that no full-time teacher shall lose recall rights if he or she refuses recall to less than a full-time teaching position in accordance with Article XIII, E-1, 3, & 9.
 2. Resignation of teaching position;
 3. Retirement or attainment of retirement age as specified in this contract;
 4. Discharge or termination for cause;
 5. The expiration of five years from the commencement date of an unrequested leave of absence without having been recalled; or

6. The expiration or revocation of a valid teaching license.

- J. Effective Date and Scope This Article shall be effective at the date of the signing of this Contract and shall govern all unrequested leaves until a new Contract between the School District and the Association is officially signed and ratified. This Article shall govern unrequested leaves for all licensed teachers and no other licensed employees shall be entitled to the protection of this policy. Licensed employees other than members of the teachers' bargaining unit shall not be entitled to exercise seniority privileges to displace teachers in the bargaining unit nor shall members of the teachers' bargaining unit exercise seniority privileges to displace other licensed employees.

Article XIV. Retirement Notification

- A. Teacher retirements are usually effective at the end of the school year. Teachers who plan to retire at the end of a school year must notify the School District of their intent to retire no later than April 1 of the school year in which the retirement is effective.
- B. Teachers who wish to retire at the end of the first semester must notify the School District by October 15th of the school year in which the retirement is effective.
- C. Requests for retirements at times other than the end of the school year or the end of the first semester may be granted at the discretion of the Superintendent.
- D. Beginning with the 2019-2020 school year, a teacher who notifies the district of their retirement plans by October 1 (for the end of first semester retirement) or January 15th (for end of school year retirement) and meet the following requirements, the District will contribute a one-time amount of \$2,600 into the retiree's Health Reimbursement Arrangement (HRA/VEBA) account:
1. Eligible for retirement
 2. Employed by the District as of April 1, 2000
 3. Elected to continue in the group health and hospitalization insurance program established by Article X, c-1 & 2.
- E. Beginning with the 2025-2026 school year, any teacher who notifies the district of their retirement plans by January 15 and meets the following requirements, the District will contribute a one-time amount of \$15,000 into the retiree's Health Reimbursement Account (HRA/VEBA) account:
1. Minimum of 20 years of service.
 2. Hired between April 1st, 2000 and August 31st, 2005.
 3. A minimum of 150 days of sick leave are banked by January 15.

Article XV. Retirement Plans

The purpose of the Teacher Retirement Plans are to encourage employees to develop a financial plan for their future by providing money, which would otherwise have been available at retirement, for investment during the course of employment with the District. The Plan will require participation by the employee coupled with a matching contribution from the District. The objective of the Plan is to develop a long term solution to the concept of severance for younger teachers, while preserving more traditional plans for senior teachers. Such plan shall be conducted under the rules of I.R.C. 403(b). Employees may participate at only one level.

A. Teacher Retirement Trust Level I- (For teachers employed after June 30, 2000)

1. Eligibility

- a. All full-time teachers whose initial employment in the district begins after June 30, 2000, may participate in a district matching annuity program provided in Minn. Stat. §3 56.24 once they have reached Step 3 on the salary schedule in the Master Agreement.
- b. Teachers electing to participate must notify the School District by October 1st of the school year of participation. After teachers initially elect to participate in the District Matching funds program they may change the contribution amount once per year, by Oct. 1st of each year. A change could be made after October 1st for the following events, a marriage, divorce, or death of a spouse; birth or adoption of a child; loss or change of job by spouse. The district will notify employees via email by September 15 of the upcoming due date.

2. Insurance Eligibility - Teachers at this level are not eligible for district-paid insurance upon retirement, but may continue in the district insurance plan at their own expense until the age of Medicare eligibility.

Defined Contribution Plan:

Step Placement	2025-2026 Maximum Annual District Matching Contribution	2026-2027 Maximum Annual District Matching Contribution
1-2	\$ 0	\$ 0
3-10	\$ 1,350	\$ 1,350
11-15	\$ 1,600	\$ 1,600
16-20	\$1,850	\$1,850
21-25	\$ 2,100	\$ 2,100
26+ years of service	\$ 2,200	\$ 2,200
Maximum Career District Matching Contribution - \$30,400 for 2025-2026 and \$30,400 for 2026-2027		

3. Teachers involved in the Defined Contributions Plan must notify the Payroll Technician when they are eligible for step movement within the Plan matrix. The district will notify employees via email by September 15 of the upcoming due date.

B. Teacher Retirement Trust Level 1.1-(For teachers employed on or before June 30, 2000)

1. Eligibility

- a. All full-time teachers hired on or prior to June 30, 2000, may participate in a district matching annuity program provided in Minn. Stat. §356.24 once they have reached step 6 on the salary schedule in the Master agreement.
- b. Teachers electing to participate must notify the School District by October 1st of the school year of participation. After teachers initially elect to participate in the District Matching funds program they may change the contribution amount once per year, by Oct. 1st of each year. A change could be made after October 1st for the following events, a marriage, divorce, or death of a spouse; birth or adoption of a child; loss or change of job by spouse. The district will notify employees via email by September 15 of the upcoming due date.

2. Insurance Eligibility - Teachers at this level are eligible for district-paid insurance upon retirement according to Article XV Section C.

3. Any full-time teachers who, because of age and step, will not be able to reach maximum career district contributions by the end of the school year in which they turn 58, will participate in the matching plan at an enhanced annual rate according to the negotiated schedule. Teachers turning 58 must contact the Business Office to update their annual matching contribution. The district will notify employees via e-mail by September 15 of the upcoming due date.

Defined Contribution Plan:

Step Placement	2025-2026 Maximum Annual District Matching Contribution	2026-2027 Maximum Annual District Matching Contribution
1-5	\$ 0	\$ 0
6-10	\$ 1,350	\$ 1,350
11-15	\$ 1,600	\$ 1,600
16-20	\$1,850	\$1,850
21-25	\$ 2,100	\$ 2,100
26+ years of service	\$ 2,200	\$ 2,200
Maximum Career District Matching Contribution - \$30,400 for 2025-2026 and \$30,400 for 2026-2027		

4. Teachers involved in the Defined Contributions Plan must notify the Payroll Technician when they are eligible for step movement within the Plan matrix. The district will notify employees via email by September 15 of the upcoming due date.

C. Retiree Insurance

1. Teachers who are employed by the District as of April 1, 2000, and who are eligible for early retirement shall have the option to participate in the group health and hospitalization insurance program established by Article X, C-1. For those teachers electing to participate and who notify the district by January 15, the District will contribute \$388 per month through June 30, 2024, and \$607 per month, beginning July 1st, 2024, single coverage only up to a maximum of eight years or Medicare eligibility whichever is first according to the following formula:
 - a. Two years of health insurance will be granted upon early retirement.
 - b. Additional years will be granted as follows:
 - (i) One year of health insurance if the teacher has 20 years of service in the District;
 - (ii) One year of health insurance if the teacher has 21 years of service in the District;
 - (iii) One year of health insurance if the teacher has 22 years of service in the District.
 - (iv) One year of health insurance if the teacher has accumulated 70 unused sick days.
 - (v) One year of health insurance if the teacher has accumulated 140 unused sick days.
 - (vi) One year of health insurance if the teacher has accumulated 180 unused sick days.
2. Beginning with the 2014-2015 school year, an eligible teacher who retires shall only be eligible to participate in the high deductible health insurance plan and only then until their earned, additional year's coverage ends or they reach Medicare eligibility.
3. Teachers may elect to continue in the health and/or dental insurance program until Medicare eligible by paying the full monthly cost of the health and/or dental insurance program in a manner prescribed by the School District. Teachers hired in 1962 and who retired in 1995 are exempt from this clause.
4. Retirees will be permitted to continue to participate in the group life insurance program up to 18 months following retirement at their own expense.

- D. Extended Leaves of Absence The School Board, at its sole discretion, may grant an unpaid extended leave of absence to a teacher in accordance with Minn. Stat. 122A.46, § I.

Teachers granted an extended leave of absence in accordance with Article XIV, C may individually elect to participate in the group insurances established by Article X, to the extent permitted by the insurance policy, at the teacher's personal expense. A teacher electing to continue participation in the group insurance programs shall arrange to pay the full monthly premiums through the District Office.

- E. Part-time Teaching Option The School Board, at its sole discretion, may grant a part-time teaching option to a teacher in accordance with Minn. Stat. (1978) §354.66.

Article XVI. Hours of Service

A. Normal Duty Day

1. The normal duty day for full-time teachers shall be eight (8) hours, including a thirty (30) minute duty-free lunch period. All full-time teachers of similar role shall have the same number of student contact minutes.
2. The normal duty day for part-time teachers shall be three (3) hours or more and less than eight (8) hours, including up to a thirty (30) minute duty free lunch period determined on a pro-rata basis, but not less than fifteen (15) minutes. A part-time teacher shall have their duty day and student contact prorated to the FTE of their position relative to a 1.0 FTE of similar position. Their duty day will be a continuous amount of time and include prep time and lunch as defined in this article.

B. Normal School Year Teacher contract days of 185 will be made up of the following: student contact days; professional development days; conference days; communication days; teacher planning, preparation, collaboration, grading days; or another agreed upon day / time. By February 1st of the odd numbered years, a committee made up of an equal number of representatives chosen by the district and Union representatives chosen by the Union will develop the 185/187 school year calendar for the next TWO (2) school years. This calendar will be mutually agreed upon by the Union and school board by a vote of 2-0.

1. In the event that a consensus cannot be reached, the teacher contract days will default to:
 - a. one-hundred sixty nine (169) student contact days;
 - b. five (5) pre-school year workshop days with the option to flex one (1) District Directed Work Day;
 - c. two (2) conference / parent communication days;
 - d. three (3) teacher planning / preparation / collaboration / grading days; and
 - e. four (4) District-Led Professional Development days; with one (1) Teacher Driven Professional Learning Flex Day for a teacher who is proficient in Effective Instruction as determined by the Teacher Development and Evaluation system, and
 - f. two (2) Building-Led Professional Development days.
 - g. Definitions:
 - i. District Directed Work Day: The District directs the work of teachers and the deadline by which the work is to be completed but allows flexibility around when and where teachers do the work (ex: compliance training).
 - ii. Teacher Driven Professional Learning Flex Day: Teachers may select professional learning of their choosing if approved by the principal or supervisor, and if the professional learning is aligned to district objectives (ex: attendance at a content specific workshop).
2. Asynchronous Days: Asynchronous Calendar Days may be added to the calendar as determined by the calendar committee. Work expectations for licensed school staff are as follows:
 - a. Elementary School:

- i. This will be a non-school day for elementary students with no work expectations and no attendance taken.
 - ii. Licensed staff will work their regularly scheduled hours in a district building. Staff work will be teacher driven with support from the Superintendent Designee as requested by the teacher and must include one or more of the following: conference preparation, team collaboration, Effective Instruction preparation, curriculum work, parent communication.
 - b. Middle / High School:
 - i. This will be a school day for middle and high school students. Attendance must be taken based on completion of work and/or an attendance question. Teachers will report attendance at the end of the regular school day.
 - ii. Licensed staff will work their regularly scheduled hours in their building.
 - iii. Teachers must provide work for students to complete at home (for students not in attendance). Staff will request students who require extra support to attend school. Families may choose to have their child attend school. Staff may request students to attend a synchronous lesson.
 - iv. Licensed staff must create a schedule that allows them to work directly with students who have been requested to be in the building and complete other teacher driven work with support from the Superintendent Designee as requested by the teacher and must include one or more of the following: conference preparation, team collaboration, Effective Instruction preparation, curriculum work, parent communication.
3. E-Learning: E-Learning Calendar Days may be added to the calendar. Work expectations for licensed school staff are as follows
- a. Early Childhood
 - i. Teachers will make age appropriate activity kits with things parents can do at home during workshop week.
 - ii. Teachers will be available via email for questions from parents.
 - b. Elementary / Middle School:
 - i. Teachers will create choice boards during workshop week.
 - ii. A hard copy of the choice board will be provided to each family at Meet and Greet / Open House.
 - iii. Electronic links to grade level choice boards will be posted on the District website.
 - iv. On an e-learning day, teachers will communicate with parents no later than 2 hours after the start of the regular school day. Teachers will communicate the following:
 - 1. Office hours (at least 1.5 hours) with a link to a Google Meeting where students can get help with assignments

2. Choice board link
 - v. On an e-learning day, teachers will be available to answer questions via email / Google Voice throughout their regularly scheduled work hours.
 - vi. Teachers will provide accessible options for students with disabilities.
- c. High School:
- i. Teachers will create lessons and/or a schedule for teaching during workshop week.
 - ii. On an e-learning day, teachers will communicate with parents no later than 2 hours after the start of the regular school day. Teachers will communicate the following:
 1. Office hours (at least 1.5 hours) with a link to a Google Meeting where students can get help with assignments
 2. Class times (for synchronous learning if applicable)
 3. Course expectations / work requirements (for asynchronous learning)
 - iii. On an e-learning day, teachers will be available to answer questions via email / voicemail throughout their regularly scheduled work hours.
 - iv. Teachers will provide accessible options for students with disabilities.
 - v. Attendance for all students will be based on completion of choice board activities or assigned tasks; participation in online office hours; or parent communication. Teachers will submit attendance by the end of the regular school day.
4. Placement of teacher contract days on the school calendar (specified above) is still subject to the School Board approval.

C. Student Contact

1. Student contact time is any time that a teacher is scheduled to be with students.
2. Student Contact Day: Is defined as the time students are required to be in the school building (bell to bell).
3. All time units in this contract are based on units defined or derived by the SI metric system.
4. For every 25 minutes of student contact time, a minimum of five additional minutes of preparation time shall be provided to each licensed teacher. Preparation time shall be fulfilled within a week and directed by the teacher and provided in one or two uninterrupted spans of time during the student day at minimum of four of the five days in a week. Exceptions may infrequently occur.
5. Elementary specialists: For every 25 minutes of student contact time, a minimum of nine additional minutes of preparation time shall be provided to each licensed specialist teacher. Preparation time shall be fulfilled within a week and directed by the teacher and at least half will be provided in one or two uninterrupted spans of time during the student day at a minimum of four of the five days in a week. Exceptions may infrequently occur.

6. **Special Education Due Process Time:** Within the student day, a minimum of 25 minutes of special education due process time shall be provided to each licensed special education staff member (teacher, speech language pathologist, occupational therapist, early childhood, etc.). This time will be in addition to preparation time.

D. **Hours of Duty** The specific hours of the duty day for teachers may vary according to the needs of the educational program.

E. **Professional Responsibilities**

1. Normal teaching duties for both full-time teachers and part-time teachers include the responsibility to attend and participate in faculty meetings, professional and educational committees, PTA meetings, individual parent-teacher conferences, or other similar professional responsibilities which are scheduled or which may require performance outside of the teacher's duty day.
2. Meetings which exceed a teacher's duty day may be called by the Department Chairperson, Principals, Superintendent, or Superintendent's Designee.
3. An important responsibility of a teacher is to work with students on an individual basis. To meet this responsibility, work in excess of the duty day may be necessary.

F. **Limitation of Service** Teachers shall not be required to supervise lunchrooms, playgrounds, hallways, or detention periods; however, this shall not be interpreted to imply that the teacher has no responsibility to look after the welfare and safety of any student in these situations. It does not preclude teachers from being in the halls during passing times. Teachers shall continue to be alert to problems in hallways, between classes, or at any other time that the teacher witnesses problems whether on playgrounds, hallways, lunchrooms, or on any other part of school property and shall be responsible for taking appropriate action, including notification of the Principal. Early childhood teachers are exempt from this.

G. **School Closing**

1. In the event a duty day(s) is lost due to an emergency closing, teachers shall perform teaching duties on such day(s) as the School Board shall determine.
2. In the event that it becomes necessary to modify the school calendar, because of school closings of three or more teacher duty days per school year, the School Board shall notify and consult with the Association concerning the calendar modification.
3. When licensed staff are instructed to work due to a school closure, they will have the option to work from home. If staff choose to work from home, they will submit a summary of their day's work to their building administrator reflecting how they used the day professionally (ie. Communication with parents and/or students, online collaboration, training, creating lessons/plans to address student needs, required paperwork, etc). These days will be counted toward the total number of days in the contract.

Article XVII. Grievance Procedure

- A. Grievance Definition A grievance shall mean an allegation by a teacher or the Association that there has been a violation, misinterpretation, or misapplication of the provisions of this Contract or employment-related policies of the School District. Any Association member filing a written grievance without the consent of the Association will bear all costs of the grievance.
1. Contract Grievance A contract grievance shall mean an allegation by the Association that the provisions of this Contract have been violated, misinterpreted, or misapplied. A contract grievance may be processed through the entire procedure established by this Article, including arbitration.
 2. Policy Grievance A policy grievance shall mean an allegation by the Association that an employment-related policy of the School District has been violated, misinterpreted, or misapplied. A policy grievance may be processed through the grievance procedures hereinafter set forth to the level of the School Board, but shall not be subject to arbitration.
- B. Representative The Association, or School District may be represented during any step of the procedure by any person or agent designated by such party to act on their behalf.
- C. Definitions and Interpretations
1. Time Limits Grievances shall not be valid for consideration unless the grievance is submitted in writing to the building principal setting forth the facts and the specific provisions of the Agreement allegedly violated and the particular relief sought within twenty-one days after the date the 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 building principal.
 2. Extension Time limit specified in this Article may be extended by mutual agreement.
 3. Days Reference to days regarding time periods in this procedure shall refer to teacher duty days.
 4. 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.
 5. Filing and Postmark The filing or service of any notice or document herein shall be timely if it bears a postmark of the United States mail or verifiable by other means within the time period.
 6. Deduction in Pay- Arbitration There shall be no deduction in pay for a teacher for attendance at a grievance arbitration meeting held during the teacher's duty day for the purpose of arbitration of that

teacher's grievance. The Association may assist and/or represent the teacher in such arbitration and, if so the Association shall bear the cost for a substitute teacher for the Association representative, or for the teacher whose grievance is subjected to arbitration, at the Association's option, but in no event shall the School District be required to pay for more than one teacher representative at such arbitration meeting.

D. Adjustment of Grievance 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.

1. Informal Procedure If a teacher feels that a grievance exists, the teacher shall first discuss the matter with the Principal, Supervisor, or Administrator to whom the teacher is directly responsible, in an effort to resolve the problem informally. A teacher may request that a member rights advocate be present at the meeting. If after such discussion the teacher is not satisfied with the disposition of the matter, the teacher shall have the right to have a representative assist in further efforts to resolve the problem informally with the principal, supervisor or administrator involved.
2. Level I A written grievance, signed by the teacher involved must be presented to the responsible administrator within the time limits provided in Section XVII (CI). The responsible administrator shall meet with the teacher within seven (7) days after receipt of the written grievance and give written answer to the grievance within five (5) days of the meeting. The teacher has ten (10) days in which to either accept the answer or appeal it in writing to the next level.
3. Level II If the grievance has not been resolved in Level I, it may be processed to Level II by presenting the written grievance to the superintendent. The superintendent or her/his designee shall meet with the teacher within ten (10) days after receipt of the written appeal to discuss the problem. Within seven (7) days of the meeting, the superintendent or her/his designee shall submit her/his written answer to the grievant. The teacher has ten (10) days in which to accept the answer or appeal it in writing to the next level. Such appeal shall be served in the office of the superintendent.
4. Level III If the grievance has not been resolved at Level II, the grievance may be presented to the School Board for consideration. The school board reserves the right to review or not review the grievance but must make the decision within fifteen (15) days after receipt of the written appeal. In the event the school board chooses to review the grievance, the board or a committee thereof shall within fifteen (15) days, meet to hear the grievance. After this meeting, the board shall have a maximum of fifteen (15) days in which to answer the grievant in writing.

E. 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 notifies the parties of its 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.

- F. Denial of Grievance Failure by the School Board or its representative to issue a decision within the time periods provided herein shall constitute a denial of the grievance and the teacher may appeal it to the next level.
- G. Arbitration Procedures In the event the teacher and the School Board are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein.
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 with the superintendent within ten (10) days following the decision in Level III of the grievance procedure.
 2. Prior Procedure Required No grievance will be considered by the arbitrator which has not been first duly processed in accordance with the grievance procedure and appeal provisions.
 3. Selection of Arbitrator Upon the proper submission of a grievance under the terms of this procedure, the School Board and the Association shall, within five (5) days after the request to arbitrate attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either the School Board or the Association may request the Bureau of Mediation Services (BMS) to submit a list of five (5) arbitrators, providing such a request is made within twenty (20) days after request for arbitration. The School Board and the Association shall select an arbitrator in accordance with the rules and regulations of the BMS. Failure to agree upon an arbitrator or the failure to request a list of arbitrators from the BMS within the time periods provided herein shall constitute a waiver of the grievance.
 4. Submission of Grievance Information
 - a. Upon appointment of the arbitrator, the appealing party shall within five (5) days after notice of appointment, forward to the arbitrator, with a copy to the school district, the submission of the grievance which shall include the following:
 - (i) the issues involved
 - (ii) statement of the facts,
 - (iii) position of the grievant, and
 - (iv) the written documents relating to Article XVI, G-1.
 - b. The School District shall make a similar submission of information to the Arbitrator with a copy to the Association relating to the grievance five (5) days before the time of the hearing.
 - c. The School District and the Association shall not be permitted to assert in such arbitration proceeding any ground or to rely upon any evidence not previously disclosed to the other party. However, in the event that new information of fact becomes evident, and in the opinion of either party could influence the decision reached in Level III, then, provided that the arbitration proceeding has not commenced, either party may resubmit the grievance to the Level III grievance procedure of Article XVII, D-4 and the other party shall be bound to such re-submittal of the grievance to Level III.

5. Hearing The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they may choose and designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer Testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing *de novo*.
6. 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 the arbitrator shall be final and binding upon the parties, subject however, to the limitations of arbitration decisions as provided by the PELRA.
7. Expenses Each party shall bear its own expenses in connection with arbitration including expenses related 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 shall be made of the hearing at the request of either party. The parties shall share equally the fees and expenses of the arbitrator, the cost of the transcript or recording if requested by both parties, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration except as specifically agreed in Article XVI (C6).
8. Jurisdiction The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator 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 to the functions and programs of the employer, 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 shall give due consideration to the statutory rights and obligations of the public school board to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operation.
9. Reprisals No reprisals of any kind will be taken by the School District or the administration against any teacher because of participation in the Grievance Procedure.

Article XVIII. No Strike - No Lock Out

- A. No Strikes During the term of this Contract neither the Association nor any individual shall engage in any strike.

- B. No Lock Out During the term of this Contract the Employer agrees that it will not engage in any lockout of teachers.

Article XIX. Progressive Discipline

- A. Progressive Discipline The School District recognizes the concept of progressive discipline consisting of formal actions of: 1) oral reprimand, 2) written reprimand, 3) suspension without pay, and 4) discharge. An oral reprimand is given to alert a staff member to a situation or behavior that needs to be addressed immediately. It is given orally, directly to the teacher and is identified as an oral reprimand. A follow up written summary of the conversation is given to the teacher. The written summary is not placed in the teacher's personnel file. A copy will be kept in the Principal's administrative file. A conference between the teacher and her/his supervisor shall be held prior to the imposition of written reprimand, suspension without pay or discharge. These disciplinary actions, written reprimand, suspension without pay and discharge, will be documented and maintained in the personnel file. Normally, the School District will utilize the levels of progressive discipline, in order. However, in the case of more serious infractions, the School District reserves the right to impose discipline, at any level consistent with the seriousness of the infraction. Normally, a written reprimand and time to correct, when appropriate, will precede suspension without pay or discharge.
- B. Grounds for Disciplinary Action The imposition of an oral reprimand shall not be subject to the grievance procedure. A teacher may challenge the contents of any written materials pursuant to the provisions of Minn. Stat. 122A.40, Subd. 19. A teacher shall be suspended without pay only for just cause and such action shall be subject to the grievance procedure. A teacher who is the subject of a discharge shall be governed by Minn. Stat. 122A.40, and such action shall not be subject to the provisions of this Article.
- C. Opportunity to Meet Suspension without pay shall be imposed only by the superintendent. If suspension without pay is to be considered pursuant to Section B hereof, the teacher shall be afforded the opportunity to meet with the superintendent. The teacher may elect to have representation in attendance at such meeting. In the absence of the superintendent, another district office administrator may act as the superintendent's designee for purposes of this section.
- D. Subject to Arbitration Suspension without pay shall take effect only after written notification from the superintendent to the teacher stating the grounds for suspension without pay. The teacher shall have the right to invoke grievance procedures set forth in this Agreement at the arbitration level, provided written notification requesting arbitration is sent to the superintendent within five (5) working days after receipt of written notice of suspension without pay. The arbitrator's authority shall include a review of whether the suspension without pay, and length thereof, was appropriate considering the circumstances surrounding the action.
- E. Time of Suspension Suspension without pay shall take effect upon receipt by the teacher of the written notice of suspension or shall take effect as otherwise indicated in the written notice. The suspension shall continue in

effect for the time period provided in the written notice of suspension without pay. The maximum suspension without pay shall not exceed the length of one school year.

- F. Suspension With Pay The parties acknowledge that the School District has the right to impose a suspension with pay as a disciplinary action under special circumstances. Such an action on the part of the School District would be subject to just cause standard as provided for suspensions without pay.
- G. Application of Suspension without Pay Suspension without pay shall not apply to a teacher who is removed from duty pending investigation of allegations, which period shall be covered by a paid suspension and which shall not be subject to the grievance procedure.

Article XX. Early Childhood Family Education Teachers

All sections of the SAVEA contract will apply to ECFE/ECSE licensed teachers as noted in each section.

SCHEDULE A
BASIC SALARY SCHEDULE
2025-2026

Performance	Sem	BS	BS10	BS20	BS30	BS40	MA	MA10	MS20	MA30	MA40	Doctoral
Incentive	Qtr	BS	BS15	BS30	BS45	BS60	MA	MA15	MA30	MA45	MA60	Doctoral
1		45950	46950	47950	48950	49950	51950	53150	54450	55900	57500	59300
2		46950	48350	49350	50250	51250	54250	54650	56050	57550	59300	61250
3		47950	49750	50750	51550	52550	55550	56150	57650	59200	61100	63200
4		48950	51150	52150	52850	53850	53850	56850	57650	59250	62900	65150
5		49950	52550	53550	54150	55150	58150	59150	60850	62500	64700	67100
6		50950	53950	54950	55450	56450	59450	60650	62450	64150	66500	69050
7		51950	55350	56350	56750	57750	60750	62150	64050	65800	68300	71000
8		52950	57350	58450	58950	60050	63750	65150	66650	68250	70500	72950
9		53950	59350	60550	61150	62550	66750	68150	69450	70700	72700	74900
10		54950	61350	62650	63350	65050	69750	71150	72250	73150	74900	76850
11			63250	64750	65550	67550	72750	74150	75050	75600	77100	78800
12			65380	67080	71080	75080	79080	82080	85780	87080	88580	90080
13			66480	69180	72233	76181	80130	83016	86515	87827	89327	90827
14			68680	70480	73386	77283	81179	83951	87250	88574	90074	91574
15				71780	74539	78384	82229	84887	87986	89321	90821	92321
16				73030	75692	79486	83279	85823	88721	90068	91568	93068
17				74280	76845	80587	84329	86758	89456	90815	92315	93815
18					77999	81689	85378	87694	90191	91561	93061	94561
19					79152	82790	86428	88629	90926	92308	93808	95308
20					80305	83892	87478	89565	91661	93055	94555	96055
21					81458	84993	88528	90501	92397	93802	95302	96802
22					82611	86095	89577	91436	93132	94549	96049	97549

For the **2025-2026** School Year - All teachers will receive a \$575 stipend prorated to the portion of the 25-26 school year worked.

SCHEDULE B
BASIC SALARY SCHEDULE
2026-2027

Performance	Sem	BS	BS10	BS20	BS30	BS40	MA	MA10	MS20	MA30	MA40	Doctoral
Incentive	Qtr	BS	BS15	BS30	BS45	BS60	MA	MA15	MA30	MA45	MA60	Doctoral
1		46961	47983	49005	50027	51049	53093	54319	55648	57130	58765	60605
2		47983	49414	50436	51356	52378	55444	55852	57283	58816	60605	62598
3		49050	50845	51867	52684	53706	56772	57385	58918	60502	62444	64590
4		50027	52275	53297	54013	55035	58101	58918	60554	62189	64284	66583
5		51049	53706	54728	55341	56363	59429	60451	62189	63875	66123	68576
6		52071	55137	56159	56670	57692	60758	61984	63824	65561	67963	70569
7		53093	56568	57590	57999	59021	62087	63517	65459	67248	69803	72562
8		54115	58612	59736	60247	61371	65153	66583	68116	69752	72051	74555
9		55137	60656	61882	62495	63926	68219	69649	70978	72255	74299	76548
10		56159	62700	64028	64744	66481	71285	72715	73840	74759	76548	78541
11		57166	64642	66175	66992	69036	74351	75781	76701	77263	78796	80534
12		59172	66818	68556	72644	76732	80820	83886	87667	88996	90529	92062
13		61149	67943	70702	73822	77857	81893	84842	88418	89759	91292	92825
14		62125	70191	72031	75000	78983	82965	85798	89170	90523	92056	93589
15				73590	76179	80108	84038	86755	89922	91286	92819	94352
16				74637	77357	81235	85111	87711	90673	92049	93582	95115
17				75914	78536	82360	86184	88667	91424	92813	94346	95879
18					79715	83486	87256	89623	92175	93575	95108	96641
19					80893	84611	88329	90579	92926	94339	95872	97405
20					82072	85738	89403	91535	93678	95102	96635	98168
21					83250	86863	90476	92492	94430	95866	97399	98932
22					84428	87989	91548	93448	95181	96629	98162	99695

Staff will continue accruing steps with a loyalty stipend added to their salary anywhere a salary is not listed. The table below offers an illustrative example but is not complete.

\$300 loyalty stipend	
23	step 22 salary + \$300
24	step 22 salary + \$600
25	step 22 salary + \$900
26	step 22 salary + \$1200
etc.	

Schedule C
Athletic Extra Pay Schedule

<u>Activity</u>	<u>2022-23 (for reference)</u>	<u>2025-2027</u>
		<i>See Schedule C Competitive and Performance Payscale</i>
Baseball		
Head Coach	5,452	
2 Assistant Coaches	3,558	
Bowling		
Head Coach	675	
Boys Basketball		
Head Coach	7,265	
2 Assistant Coaches	4,968	
Girls Basketball		
Head Coach	7,265	
2 Assistant Coaches	4,968	
Cross Country		
(Boys and Girls)		
Head Coach	4,568	
2 Assistant Coaches	2,196	
Football		
Head Coach	7,265	
4 Assistant	4,968	
Boys Golf		

Head Coach	4,243	
.5 Assistant	2,196	
Girls Golf		
Head Coach	4,243	
.5 Assistant	2,196	
Gymnastics		
Head Coach	7,265	
2 Assistant Coaches	4,968	
Boys Soccer		
Head Coach	5,452	
2 Assistant Coaches	3,558	
Girls Soccer		
Head Coach	5,452	
2 Assistant Coaches	3,558	
Softball		
Head Coach	5,452	
2 Assistant Coaches	3,558	
Swimming		
Head Coach	7,265	
1.5 Assistant Coaches	4,968	
Boys Tennis		
1 Head Coach	4,243	
1 Assistant Coach	2,196	

Girls Tennis		
1 Head Coach	4,243	
1 Assistant Coach	2,196	
Volleyball		
Head Coach	7,109	
2 Assistant Coaches	4,968	
3 MS Coaches	1,989	
Boys and Girls Track		
2 Head Coaches	4,569	
4 Assistant Coaches	2,196	
Middle School Track		
Head Coach	1,989	
3 Assistant Coaches	1,467	

<u>1. Activities</u>	<u>2022-23 (for reference)</u>	<u>2025-2027</u>
<u>Senior High</u>		
Cheerleader Advisor - Fall	1,473	<i>See Schedule C Competitive and Performance Payscale</i>
Cheerleader Advisor - Winter	2,080	
Knowledge Bowl Head Coach	3,264	
Assistant Knowledge	1,631	
Math Team Head Coach	1,524	
Plays - One Act		
Director	1,550	
Plays - Full Length		

Director	3,363	
Assistant Director	675	
Plays - Musical		
Director	3,363	
Vocal Director	1,914	
Band Director	1,914	
Assistant Director	675	
Tech Director	675	
Choreographer	675	
Accompanist	675	
RoboHuskie Coach	2,332	
Assistant RoboHuskie	1,165	
Speech Coach	3,724	
Assistant Speech Coach	2,635	
Science Bowl Coach	675	
Science Olympiad Coach	675	
<u>Middle School</u>		
Quiz Bowl	1,739	
Speech	2,270	
Assistant Speech (28 students)	1,350	

Schedule D
General Extra Duty Pay Schedule

<u>1. Coordinators</u>	<u>2025-2026</u>	<u>2026-2027</u>
Freshman Class Advisor	\$313	\$316
Sophomore Class Advisor	\$313	\$316
Junior Class Advisor	\$1,093	\$1,104
Senior Class Advisor	\$1,404	\$1,418
<u>2. Instructional (per hour)</u>		
Classroom Substitute	\$47.29	\$47.76
Homebound tutor	\$44.40	\$44.84

Licensed Voe. Ed. (Teacher assigned as) \$ \$591 (2025-2026) and \$ \$597 (2026-2027) per year in addition to teacher's Salary Schedule; prorated - minimum \$250.

Elementary Combination Grades (Teacher assigned to) - Classroom teachers in grades 1-6 who have been assigned self-contained combination grades, excluding special education and departmentalization, shall receive an additional \$ \$1166 (2025-2026) and \$1177(2026-2027) per year.

Leadership monies previously paid under Schedule D will be allocated at the building level. Building principals will make the determination with consultation from the building leadership team, which includes teachers. Allocations are as follows:

<u>Leadership Monies</u>	<u>2025-2026</u>	<u>2026-2027</u>
Special Education	\$2678	\$2704
Wilshire Park	\$11485	\$11,600
Middle School	\$7952	\$8031
High School	\$10,013	\$10113

Administrative requests for extended duty days should be paid on a prorated basis.

In place of a mileage allowance, travel between school buildings for instructional purposes will be compensated at a rate of \$1.00/day.

<u>1. Activities</u>	<u>2025-2026</u>	<u>2026-2027</u>
<u>Senior High</u>		
6 Club Advisors	\$709	\$716
National Honor Society	\$1487	\$1502
Student Council Advisor	\$3695	\$3732
Yearbook	\$4223	\$4265
<u>Middle School</u>		
5 Club Advisors	\$709	\$716
Drama	\$2881	\$2909
Assistant Drama (28 students)	\$1827	\$1845
Student Council	\$3695	\$3732
Yearbook	\$1334	\$1348
<u>Wilshire Park</u>		
4 Club Advisors	\$709	\$716
<u>2. Supervision</u>		
High School and Middle School		
Extracurricular Supervision (hourly)	\$27.32	\$27.59
Wilshire Park		
Book Room Supervision	\$679	\$686
Bus/Door Supervision	\$1188	\$1200
Patrol Safety Advisor	\$775	\$782
<u>3. Music</u>		
High School		
Head Band Director	\$4748	\$4795

Associate Band Director	\$2335	\$2358
Assistant Band Director	\$1168	\$1179
Vocal Director	\$2335	\$2358
Wilshire Park		
Vocal - Elementary	\$2335	\$2358
Vocal - Elementary Assistant	\$1140	\$1152

Weight room supervisor: A weight room supervisor will receive one hour of supervisory pay per day for after school weight room supervision. This is applicable only for student contact days.

Curriculum writing time for teachers shall be paid at a rate of \$21.87 per hour in the 2025-2026 and \$22.09 in the 2026-2027 school year.

The District Chemical Safety Officer shall be paid an annual stipend of \$1093 in the 2025-2026 and \$1104-in the 2026-2027 school year.

Summer School Salary Schedule

YEAR	STEP	BA- BA 60 (Qtr) or BA 40 (sem) Hourly Rate	MA - Doctoral (Qtr) or Doctoral (sem) Hourly Rate
2025-2026	1-3 Years	\$36.90	\$38.22
2025-2026	4+ Years	\$37.75	\$39.90
2026-2027	1-3 Years	\$37.26	\$38.60
2026-2027	4+ Years	\$38.13	\$40.29

Agreed to as the full and complete understanding between the parties as attested to by the signatures of the following representative of the School Board and the Association.

FOR THE ASSOCIATION

FOR THE SCHOOL BOARD

President or Designee *Date*

Board Chair *Date*

Co-Lead Negotiator *Date*

Board Clerk *Date*

Co-Lead Negotiator *Date*

MEMORANDUM OF AGREEMENT
Between the
St. Anthony Village Education Association
And
Independent School District #282
Regarding Salary Schedule C

This Memorandum of Agreement (“MOA”) is entered into by and between the St. Anthony Village Education Association (“SAVEA”) and Independent School District #282 (“District”).

WHEREAS, the SAVEA and the District are parties to a Master Agreement, which governs the general terms and conditions of employment for teachers; and

WHEREAS, Article IX, Additional Assignments, Section D, Extracurricular Assignments and Section F, Status of Schedules C and D of the Master Agreement specifies the extracurricular positions available along with their rate of pay;

NOW, THEREFORE, IN CONSIDERATION OF the mutual promises contained in this MOA and other valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Term of MOA. This MOA will be in effect for the 2024-25 school year and until it is superseded by language in the Master Agreement.
2. Salary Schedules C. The parties created a joint Labor Management Committee that reviewed the current language / salary schedule and developed an alternative athletics and activities pay schedule (previously known as salary schedule C).
3. The alternative athletics and activities pay schedule (previously known as salary schedule C) will go into effect beginning with the 2024-25 school year.
 - a. The Athletic and Activities Director’s office will make the payscale available to Union leadership.
 - b. Changes to the pay scale must be approved by a joint labor - management committee with equal voting power.
 - c. The payscale may be revoked by either the union or administration. In that event, applicable pay will revert to the 2021-2023 Master Agreement Schedule C and D along with mutually agreed cost of living adjustment and position additions or subtractions.
4. The District and SAVEA leadership will review the alternative athletics and activities pay schedule annually.
5. No Precedent or Past Practice. Nothing in this MOA shall be deemed to establish a precedent or practice to alter any established precedent or practice arising out of or relating to the Master Agreement between the SAVEA and the District. No party may submit this MOA in any proceeding as evidence of a precedent or practice.

Entire Agreement. This MOA constitutes the entire agreement between the parties relating to the subject matter described in this document. No party has relied on any statements or promises that are not set forth in this document. The MOA controls to the extent that it conflicts with the Master Agreement. No changes in this MOA are valid unless they are in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have entered into this MOA on the dates shown below.

SAVEA Master Contract
2025-2027

AUTHORIZED UNION REPRESENTATIVE

Date: _____

Union President

Date: _____

Lead Negotiators

**INDEPENDENT SCHOOL
DISTRICT NO. 282,**

Date: _____

Superintendent

Date: _____

School Board Chair

**AMENDMENT TO THE
MEMORANDUM OF AGREEMENT
BETWEEN THE ST. ANTHONY VILLAGE EDUCATION ASSOCIATION
AND
INDEPENDENT SCHOOL DISTRICT #282
REGARDING Board Credits**

This Memorandum of Agreement ("MOA") is entered into by and between the St. Anthony Village Education Association ("SAVEA") and Independent School District #282 ("District").

WHEREAS, the SAVEA and the District are parties to a Master Agreement, for the period of July 1, 2023 through June 30, 2025, which governs the general terms and conditions of employment for teachers, and

WHEREAS, Independent School District #282 ("District") will offer Board Credit as a means to provide certified staff another opportunity for professional development in order to further advance instructional practices, increase student achievement for all students and advance existing and potential programming,

WHEREAS, Board Credit is also a means for certified staff to advance lanes according to this contract;

And

WHEREAS, clarification of expectations below has become necessary based on conversations during the 2025-27 contract negotiation process

NOW, THEREFORE, IN CONSIDERATION OF the mutual promises contained in this MOA and other valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

	2025-2026	2026-2027
STE	BS + 2%	BS + 2%
P		
-		
1	44,586	45,567
2	45,610	46,613
3	46,498	47,521
4	48,216	49,277
5	49,407	50,494
6	51,473	52,605
7	53,419	54,594
8	54,762	55,967
9	56,216	57,453
10	59,095	60,395
11	59,095	60,395
12	59,095	60,395
13	64,942	66,371
14	64,942	66,371
15	64,942	66,371
16	66,600	68,065
17	66,600	68,065
18	67,809	69,301
19	67,809	69,301
20	69,017	70,535
21	69,017	70,535
22	69,017	70,535
23	69,017	70,535
24	69,017	70,535
25	70,326	71,873
26	70,476	72,026
27	70,626	72,180
28	70,776	72,333

1. By September 15, 2026, the District (Superintendent / Office of Human Resources / and/or Designee) along with SAVEA selected representatives shall begin meeting to develop Board Credit course Implementation Guidelines based on the District's current Board Credit offerings (Wellness / Resilience). Guidelines will include:
 - a. Hour requirements per board credit
 - b. Compensation for instructional staff for each board credit
 - c. Timeline / number of board credits to be offered each school year
 - d. Potential language for the 2027-2029 SAVEA Master Agreement
 - e. Potential use of NEA Microcredentials
2. The District will guarantee at least 2 board credit offerings for all licensed staff for the 2026-27 school year. These credits can be the current offerings (Wellness, Resilience, LETRS, OL & LA). Registration for these credits will be no earlier than September 15, 2026 and no later than October 1, 2026.
3. The District will guarantee an additional 3 board credits for the 2027-2028 school year. SAVEA will guarantee one additional board credit for the 2027-2028 school year. Registration for these credits will be no earlier than September 15, 2027 and no later than October 1, 2027.
4. The district shall allow licensed staff to earn Board Credits to advance lanes. One board credit is the equivalent of one semester graduate credit. All scheduled / in progress board credits shall be honored when completed. Once a board credit has been earned, it cannot be removed.
5. For anyone who was employed during the 2023-24 school year and whose education preparation lane was BA may continue in the 22-23 Master Agreement at BA +2% lane until they move out of it via lane change or until June 30th 2028, whichever occurs first.
6. Any teacher who is in the BA lane and shows documentation of being enrolled in a masters program and provides transcripts per semester to the Human Resources office can stay in the 22-23 Master Agreement at BA +2% BA lane until the conclusion of the 2027-29 Master Agreement, whichever occurs first.
7. This MOA expires on June 30, 2029.

Entire Agreement. This MOA constitutes the entire agreement between the parties relating to the subject matter described in this document. No party has relied on any statements or promises that are not set forth in this document. The MOA controls to the extent that it conflicts with the Master Agreement. No changes in this MOA are valid unless they are in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have entered into this MOA on the dates shown below. By signing below, each party acknowledges that it understands and voluntarily agrees to be legally bound by all terms of the MOA.

IN WITNESS WHEREOF, the parties have entered into this MOA on the dates shown below.

AUTHORIZED UNION REPRESENTATIVE

Date: _____

Union President

Date: _____

Lead Negotiators

**INDEPENDENT SCHOOL
DISTRICT NO. 282,**

Date: _____

Superintendent

Date: _____

School Board Chair

MEMORANDUM OF AGREEMENT
Paid Family Medical Leave (PFML)

This Memorandum of Agreement (“MOA”) is entered into by St. Anthony Village Education Association (“the Union”), and Independent School District 282 (“the District”).

WHEREAS, the Union and the District are parties to a 2025-2027 Master Agreement governing the terms and conditions of employment for licensed educators who are employed by the District;

WHEREAS, the Minnesota legislature passed Paid Family Medical Leave (PFML), also known as Minnesota Paid Leave (MPL) legislation went into effect January 1, 2026:

NOW, THEREFORE, the parties mutually agree to the following terms to remain in effect until the 2025-2027 Master Agreement is ratified:

1. **Implementation and Compliance:** Implementation of the Paid Family Medical Leave program, MN Statute Chapter 268B, is currently scheduled to begin on January 1, 2026. The district will implement this program pursuant to applicable law.
2. **Premium Contributions:** Premium payments for the Paid Family Medical Leave program will begin to be deducted from employee paychecks on January 1, 2026.
3. **Eligibility:** Employees are eligible to participate in Paid Family Medical Leave pursuant to MN Statutes 268B et seq., Family and Medical Benefits.
4. **Notice:** Pursuant to Minnesota Statute Section 268B.085, employees taking Paid Family Medical Leave shall provide the District with thirty (30) days notice prior to the start of leave when possible. If 30 days notice is not practicable because of a lack of knowledge of approximately when leave will be required to begin, a change in circumstances or a medical emergency, notice must be given as soon as practicable.
5. **Collaboration:** The parties will jointly discuss language that will be brought forward for the 2027-2029 Master Agreement. The District and SAVEA are not required to agree to the proposals for inclusion in the Master Contract.
6. **Waiver of Grievance Timelines:** For any grievance arising out of the interpretation or application of this MOA, PFML benefits or language in the Master Agreement in conjunction with PFML benefits, the specific time limits and filing deadlines set forth in Article XVII, Section C (1-5) and Section D (2-4) of the Master Agreement are hereby waived. The parties agree that such grievances shall not be deemed invalid or waived due to the passage of time, provided they are initiated within a reasonable period during the life of this MOA. All other procedural steps of Article XVII not related to specific calendar-day deadlines shall remain in effect.

7. Practice: No administrative practices and implementations established during this MOA shall be seen as establishing precedent or will be required in future practice.
8. Legal Changes: To the extent that changes in the applicable law occur that conflict with terms in this MOA, the legal requirements shall prevail.

No Precedent or Past Practice

Nothing in this MOA shall be deemed to establish a precedent or practice or to alter any established precedent or practice arising out of or relating to the Master Agreement between the District and the Union. No party may submit this MOA in any proceeding as evidence of a precedent or practice.

Entire Agreement

This MOA constitutes the entire agreement between the parties relating to the subject matter described in this document. No party has relied on any statements or promises that are not set forth in this document. The MOA controls to the extent that it conflicts with the Master Agreement. No changes in this MOA are valid unless they are in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the dates shown below.

AUTHORIZED UNION REPRESENTATIVE

Date: _____
Union President

Date: _____
Lead Negotiators

**INDEPENDENT SCHOOL
DISTRICT NO. 282,**

Date: _____
Superintendent

Date: _____
School Board Chair



Nutrition Services Operations Assessment

St. Anthony - New Brighton Schools
April 1, 2026

Rethink Possible.

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1 | Introduction •

St. Anthony - New Brighton Schools (SANB), a small metro school district that is located in Northeast suburbs of Minneapolis, serves approximately 1,800 students at 2 district school buildings. Its Nutrition Services department employs 15 staff members.

The District commissioned The Center for Effective School Operations (CESO) to conduct a comprehensive Nutrition Services Operations Assessment with an emphasis on the forthcoming coming leadership contract renewal with Roseville Area Schools. This assessment employed a "fresh eyes" approach to identify opportunities for improved efficiencies, systems, and potential program enhancements. SANB partners with Roseville Area Schools (RAS) to source the Nutrition Services Administration responsibilities of the Nutrition Services Department. This partnership formed approximately ten years ago. The agreement has not been updated since the 2017-18 school year. The language from this agreement includes:

Responsibilities of RAS

- On-site supervision and evaluations
- Bid preparation
- Supplies, menu development and planning
- Financial management
- Safety and sanitation of food and equipment
- Training and staff development
- Parent and food allergy issues
- Grants and community involvement

Responsibilities of SANB

- Process Application for Educational Benefits
- Payment of bills
- Provide access to RAS of budgetary reporting systems
- Authorize compensation to SANB staff to attend meetings and staff development

CESO's report will highlight areas of excellence, detail the current reality in applicable areas, and provide an action plan to achieve the District's and the department's strategic goals.

2 | Assessment Structure •

Approach & Methodology

School Nutrition Departments within school districts encompass a range of disciplines beyond food and operations, including human resources, finance, and communications. To thoroughly understand the current state of the District's Nutrition Services Department and its challenges, CESO gathered insights from various sources.

The assessment plan began with a meeting with the Superintendent of SANB. This initial discussion provided CESO with an in-depth understanding of the operation and the District's desired outcomes from the Nutrition Services Operations Assessment.

The assessment involved interviews with RAS Nutrition Services District leadership, central office team members and building level kitchen managers. Meal service was observed during both breakfast and lunch, allowing for informal conversations with kitchen staff and students during site visits. Data was all also collected through internal requests and public-facing virtual platforms. Key areas of focus included:

- equipment and facilities
- staffing level
- regulatory compliance
- opportunities for revenue and increased efficiency
- the student experience concerning customer service
- food and beverage quality



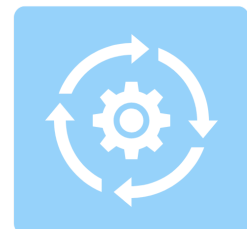
Kick Off



Interviews



Observations



Report

3 | Areas of Excellence •

Strategic Planning and Vision

The Nutrition Services Supervisor has a clear vision for the department's optimal operation. The Supervisor is a proactive and forward-thinking leader, striving for innovation and

constant improvement. Over time, additional administrative support has been intentionally added to strengthen the team, reflecting thoughtful planning to support program growth and expansion.

The Nutrition Services Coordinator and Nutrition Services Specialist were identified as integral contributors to the overall strength and effectiveness of the program. Their roles in staff training and daily operational support have enhanced consistency, efficiency, and service quality across the department.

Overall, SANB's current operations are functioning exceptionally well, largely due to the strength of the Nutrition Services administrative leadership. The leadership team's collaborative approach and commitment to excellence have created a well-supported, high-performing nutrition services program.

Menus

Menus were well planned and consistently met all required meal components. Food presentation was visually appealing, contributing to a positive dining experience for students. A clear effort was observed to offer a variety of menu options that were culturally relevant and reflective of student preferences and backgrounds.

The program also showed a strong commitment to local and regional food initiatives. The Nutrition Services Supervisor applies annually for the Minnesota Farm to School Grant to support the purchase of Minnesota-grown agricultural products. Minnesota Thursdays are implemented as intended, and locally sourced produce was incorporated into meals, enhancing freshness while supporting local producers.

While marketing and communications extend beyond menus, this is a core strength of the program. There is a strong social media presence highlighting daily meal offerings, featured menu items, Nutrition Services staff, and important information for families. This consistent communication helps build awareness, engagement and appreciation for the program.

Overall, the menus reflected thoughtful planning, student-centered practices, and strong alignment with best practices in school nutrition.

Staff and Customer Service

Nutrition Services staff were observed to be highly student-focused and demonstrated genuine care for both the students they serve and the quality of their work. Their commitment was evident in daily interactions and in their pride in meal service.

Staff showed a strong openness to trying new and more challenging recipes, reflecting a willingness to grow skills and continuously improve menu offerings. This adaptability

supports innovation within the program and enhances the overall student dining experience.

At the high school level, the Nutrition Services Manager was notably positive and supportive, contributing to a strong team environment and effective operations. Overall, staff engagement, flexibility, and positive leadership were clear strengths of the SANB Nutrition Services program.

4 | Current Reality •

→ **Regulatory Compliance** - Based on the data and materials we reviewed, along with information from interviews and on-site observations, the Nutrition Services Department appears to be in compliance from all school nutrition and food safety regulations. Menus include all required components and adhere to meal regulations. Wellness committee and activities are well documented online, though meeting dates should be updated to reflect the 2025-26 school year. The triennial assessment is complete under the direction of a designated wellness coordinator. Required USDA and local health inspection postings are visible to both staff and students at school sites.

Our review of available materials found no instances of non-compliance, though we did not examine procurement documentation, *Buy American* logs, training logs, or other internal documents. CESO can provide more in-depth pre-administrative review preparation upon request. The Nutrition Services Supervisor also noted during interviews that systems are in place for each of these areas, and we are confident in her leadership and in the department's execution of these requirements and regulations.

→ **Organization and Human Resources** - SANB Nutrition Services is led by the RAS Nutrition Services Supervisor through a contracted leadership agreement. The current RAS Nutrition Services Supervisor has served in this role since July 2025 and brings extensive experience in the school nutrition industry.

The RAS Nutrition Services team also includes a Nutrition Services Coordinator and a Nutrition Services Specialist. The Nutrition Services Coordinator position was added in the 2019–20 school year to support the growing vision of RAS and SANB, with a primary focus on menu management. The Nutrition Services Specialist position was created in the 2023–24 school year and focuses on daily operational support, on-site staff training, and hands-on assistance.

RAS Nutrition Administration views SANB as part of its overall portfolio of 16 school sites. In addition to daily communication regarding staffing, menus, and orders via email, each administrative role allocates approximately 25% of its time to SANB visits and operational needs. This level of support ebbs and flows based on site demands. RAS provides coverage and support during manager absences or staffing shortages as needed. SANB is responsible for managing the processing of Applications for Educational Benefits and invoicing.

- **Department Finances** - At the conclusion of FY25, the Nutrition Services Department reported a fund balance of \$482,886 and is projected to further increase the fund balance by the end of FY26. This continued growth reflects strong financial management and is a critical component of the long-term sustainability of the Nutrition Services program.

All schools were observed to be consistently recording non-program sales as adult meals and second entrée purchases, demonstrating accurate and standardized financial practices. At the time of the onsite visit, à la carte sales were not offered at the middle and high school levels. This closure was attributed to previous staffing limitations.

The absence of à la carte service presents a notable opportunity for future growth. Reopening à la carte options could increase student participation, expand student choice, and generate additional revenue, further strengthening the department's financial position.

- **Operational Performance** - SANB, in its current state, demonstrated exceptional performance across multiple areas during interviews and on-site visits, as highlighted in this report. The program places a strong emphasis on student satisfaction and the delivery of high-quality meals, supported by a well-coordinated and responsive team.

The contracted leadership services agreement between RAS and SANB is advantageous for a smaller district. By combining resources, the partnership allows for expanded operational capacity and access to additional support, made possible through the increased administrative resources and time available.

- **The Student Experience** - Students were observed to benefit from friendly, welcoming, and helpful service provided by Nutrition Services staff. Serving lines operated efficiently, resulting in minimal wait times during meal service. Meal periods allowed students adequate time to eat and enjoy their meals without feeling rushed.

The menu presentation was appealing, and a variety of options were available, giving students meaningful choice. Overall, the dining experience reflected a student-centered approach that supports both satisfaction and participation in the Nutrition Services program.

5 | Key Findings •

Finance and Human Resource Responsibilities

There is confusion among SANB and RAS stakeholders regarding the full scope of human resources and financial management responsibilities for Nutrition Services. This confusion appears to stem from several factors, including the growth of the school meals program, turnover in multiple leadership positions, and a contract that is in need of updating and realignment.

Clarifying roles, responsibilities, and contractual expectations would improve communication, operational efficiency, and overall program coordination between the districts. Both parties have expressed a desire to strengthen the current collaboration by clearly defining and aligning the scope of the existing contract.

Breakfast Service

SANB has implemented breakfast carts at the secondary level to improve student access to breakfast within various areas of the building. During on-site observations, it was noted that the current breakfast cart appears inadequate and is not appropriately sized to accommodate the volume of meals being served. Milk was positioned on the second shelf of the cart, making it less visible and more difficult for students to access. Additionally, the staff member operating the cart frequently had to pause service to rearrange food storage containers and restock items. A review of the current breakfast cart setup, along with efforts to identify a more efficient or larger cart, would likely improve service flow, visibility of items, and overall efficiency of this service model.

Elementary breakfast service is inefficient due to the current serving process. Staff prepare food boats in large quantities prior to service and later add the hot breakfast entrée to each boat. This practice results in the entrée sitting out longer than necessary, negatively impacting food quality and overall service efficiency.

Equipment

SANB nutrition services facilities were observed to be in excellent condition. Spaces were clean, well maintained, and had a modern, updated feel that supports efficient operations and a positive work environment.

During the site visit, it was noted that combi ovens were not present at either location. Combi ovens are known to enhance food quality and improve the efficiency of batch cooking. The addition of this equipment could further strengthen meal production capabilities and support continued program growth.

Point of Sale

SANB currently operates Skyward as its point-of-sale (POS) software system. RAS utilizes LINQ as its overarching nutrition services software, which integrates menu planning, nutrient analysis, production records, inventory management, and all POS functions. While SANB does use LINQ for menu planning, nutrient analysis, production records, and inventory management, it continues to rely on Skyward for POS operations.

Feedback gathered during administrative interviews indicated that operating a single, shared POS system between both districts would improve operational efficiency and streamline staff training from a nutrition services perspective. Aligning POS systems could reduce complexity, enhance consistency, and support smoother daily operations across programs.

Ala carte

Second entrées and reimbursable lunches are offered at all grade levels in compliance with state mandates. During the on-site visit, the middle school and high school à la carte lines were closed, and additional purchase options were not available due to prior staffing limitations. However, observations indicated there is capacity to reopen à la carte service or offer additional items for purchase, including beverages, snacks, and easy grab-and-go options, as cashiers had available time between lunch periods to sell and restock items.

6 | Gap Analysis & Recommendations •

St. Anthony–New Brighton Schools is currently operating at a high level of programmatic and operational excellence. CESO has identified targeted areas of opportunity to further enhance operational effectiveness and efficiency, while also recognizing the strong systems, supports,

and practices already in place that continue to strengthen the program. CESO's recommendations are outlined below and prioritized by Do Now, Do Soon, and Do Later.

***Do Now* Recommendations**

1) Define and Update Contract Agreement

It is recommended that the contract agreement between RAS and SANB be reviewed, updated, and realigned to reflect current operational needs and program growth. As a point of reference, the Stillwater/Mahtomedi agreement for the 2025–26 school year averages approximately \$45 per student, which would place a comparable SANB agreement at an estimated \$83,636.

According to the 2023 Minnesota School Nutrition Leaders Salary Survey, the average salary range for districts serving 1,000–3,000 students is between \$72,000 and \$90,000, with surrounding metro districts typically falling within the \$85,000–\$90,000 range. This data provides additional context for evaluating administrative service costs and alignment.

RAS has added additional School Nutrition Services positions, including a Nutrition Services Coordinator and Nutrition Services Specialist, to provide continued support for program development and expansion. Aligning contract costs appropriately helps support this increased level of administrative and operational support.

To improve efficiency and reduce confusion, the agreement should also clearly define Nutrition Services administrative support roles and duties. It is recommended that Roseville retain full oversight of Human Resources functions for Nutrition Services. At present, Roseville manages hiring and performance evaluations; expanding this role to include ownership of employee discipline would create clearer accountability, streamline processes, and support consistent staff management practices across the program. They should also be an integral part of employee negotiation discussions.

To support strong financial oversight and informed decision-making, it is recommended that the Nutrition Services Supervisor and the SANB Finance Director conduct quarterly check-in meetings to review financial performance.

These meetings should include regular review of revenues, expenditures, and fund balance, as well as active collaboration in budget development, preparation, and revisions. Establishing consistent communication and joint ownership of financial planning will strengthen fiscal accountability and support the long-term sustainability of the Nutrition Services program.

Current contract language states that SANB will reimburse RAS for any additional costs incurred as a result of shared leadership services. During the assessment, it was identified

that this reimbursement is not occurring, to the knowledge of the RAS Nutrition Services Supervisor.

With the Nutrition Services Supervisor becoming more actively involved in budget development and revision, it is recommended that known annual shared-service expenses be built directly into the yearly budget. In addition, RAS Nutrition Services should implement a quarterly tracking and billing system to accurately capture and invoice expenses incurred on behalf of SANB. These steps will strengthen financial transparency, improve contract compliance, and support more effective fiscal planning.

2) Involve School Nutrition in Administration/Leadership Meetings

During interviews, it was noted that there is a perceived disconnect regarding what is occurring within SANB. While this is a common challenge for Nutrition Services departments and school administration due to the daily complexities of operations, it is compounded when school nutrition leadership is not physically present in the district on a daily basis.

To address this, it is recommended to actively engage School Nutrition leadership in district-level meetings or establish quarterly check-ins between Nutrition Services and school-level administration. Regular collaboration will improve communication, ensure alignment on priorities, support coordinated decision-making, and strengthen the integration of Nutrition Services within the broader educational mission of the districts.

3) Evaluate Indirect and Direct Chargeback Methods

SANB currently utilizes a direct chargeback method for custodial time. Time studies have been conducted to determine the allowable portion of custodial time that may be charged to the Nutrition Services 02 fund.

Indirect costs, however, are incurred for the benefit of multiple programs, functions, or cost objectives and cannot be readily or specifically identified with a single program. As such, these costs must be assigned through a formal allocation process. Examples of indirect costs include payroll services, trash collection, utilities, technology support, and accounting services.

Given SANB's healthy fund balance, it is recommended that SANB Finance evaluate and implement an indirect chargeback methodology. The Minnesota Department of Education (MDE) *Classification and Allocation of Costs to the Nonprofit School Food Service Account (NSFSA)* guidance document has been provided to SANB Administration. It is further recommended that SANB connect with MDE Food and Nutrition Service (mde.fns-rmp@state.mn.us) for assistance in calculating the maximum allowable indirect costs.

Collaborating directly with MDE Food and Nutrition Service will also help ensure continued compliance during future Resource Management Reviews.

Do Soon Recommendations

1) A la carte

Reopen and expand a la carte offerings at the middle and high school. Additional a la carte items include beverages, snacks and easy grab and go items, providing students with more variety while supporting increased revenue generation. Implement a structured plan to reintroduce a la carte that involves staff training and communication to households.

2) Equipment Replacement Plan

Develop a formal equipment replacement and enhancement plan to support continued operational efficiency and meal quality. Key priorities include:

- **Combi Ovens:** Adding combi ovens to increase food quality, support batch cooking, and enhance efficiency.
- **Breakfast Carts:** Replace current breakfast carts to account for the volume of meals, streamline service and improve accessibility for students.
- **Scratch Cooking Tools:** Continue to Invest in tools and equipment that support scratch cooking to expand menu offerings, improve nutritional quality, and strengthen staff capacity for creative meal preparation.
- **Smallwares:** Focus on the addition of trays, containers, and other tools that are meant to enhance food and beverage presentation to students.

Implementing a structured replacement and enhancement plan will help ensure facilities remain modern, efficient, and capable of supporting high-quality student meals. Yearly equipment updates should be included as part of the yearly budget process and planning.

3) Sustainability Practices

As staffing levels continue to remain stable, it is recommended that SANB move forward with the utilization and implementation of reusable trays and silverware. This shift may support long-term cost savings, reduce waste, and promote environmental sustainability while maintaining operational efficiency.

Do Later Recommendations

1) Point of Sale

The leadership agreement between RAS and SANB was observed to be a strong and effective partnership, and it is believed that continuing this agreement will be advantageous for both districts for years to come. To further align operations and streamline the management of the two Nutrition Services departments, it is recommended that SANB evaluate transitioning to the same point-of-sale software used by RAS. Utilizing a shared system would support greater consistency, improve efficiency, and simplify staff training and operational oversight across both districts.

2) Student Focus Groups

Implement frequent student focus groups and taste testing to actively strengthen and expand student involvement. Regularly engaging students in structured feedback opportunities will help ensure that menus, service models, and offerings align with student preferences, increase participation, and reinforce a student-centered approach to continuous program improvement. These practices also provide valuable insights for menu planning, innovation, and overall satisfaction with the Nutrition Services program.

7 | Conclusion •

Exceptional Nutrition Services departments are vital for student success, offering significant additional advantages to the District, including local economic support, valuable community employment, and financial contributions to the general fund. Overall, the Nutrition Services program at SANB demonstrates strong performance, thoughtful leadership, and a clear commitment to student-centered service. Well-planned and appealing menus, culturally relevant offerings, efficient meal service, and a positive student dining experience reflect daily operational excellence. The program's emphasis on local foods, Minnesota Thursdays, and Farm to School initiatives further strengthens meal quality while supporting regional agriculture. Staff at all levels were observed to be engaged, caring, and open to innovation, contributing to a welcoming and efficient service environment.

Administrative leadership is a significant strength of the program. The Nutrition Services Supervisor, supported by the Coordinator and Specialist, provides clear vision, proactive leadership, and the capacity needed to support continued program growth and expansion. Facilities are clean, modern, and well maintained, and while opportunities exist to enhance equipment and à la carte offerings, the foundation for continued improvement is strong.

The partnership between RAS and SANB is well established and advantageous for both districts. As programs have grown, the need for clearer alignment around contracts,

financial oversight, human resources responsibilities, and shared systems has become increasingly important. Updating contractual agreements, strengthening financial collaboration and tracking, and exploring alignment in point-of-sale software would further streamline operations, enhance transparency, and support long-term sustainability.

In conclusion, SANB and RAS Nutrition Services are well positioned for continued success. With strategic refinements to agreements, systems, and financial processes, the partnership can continue to build on its many strengths while ensuring clarity, efficiency, and sustainability for years to come.



Nutrition Services

St. Anthony - New Brighton

4.7.2026



CESO Nutrition Consultants

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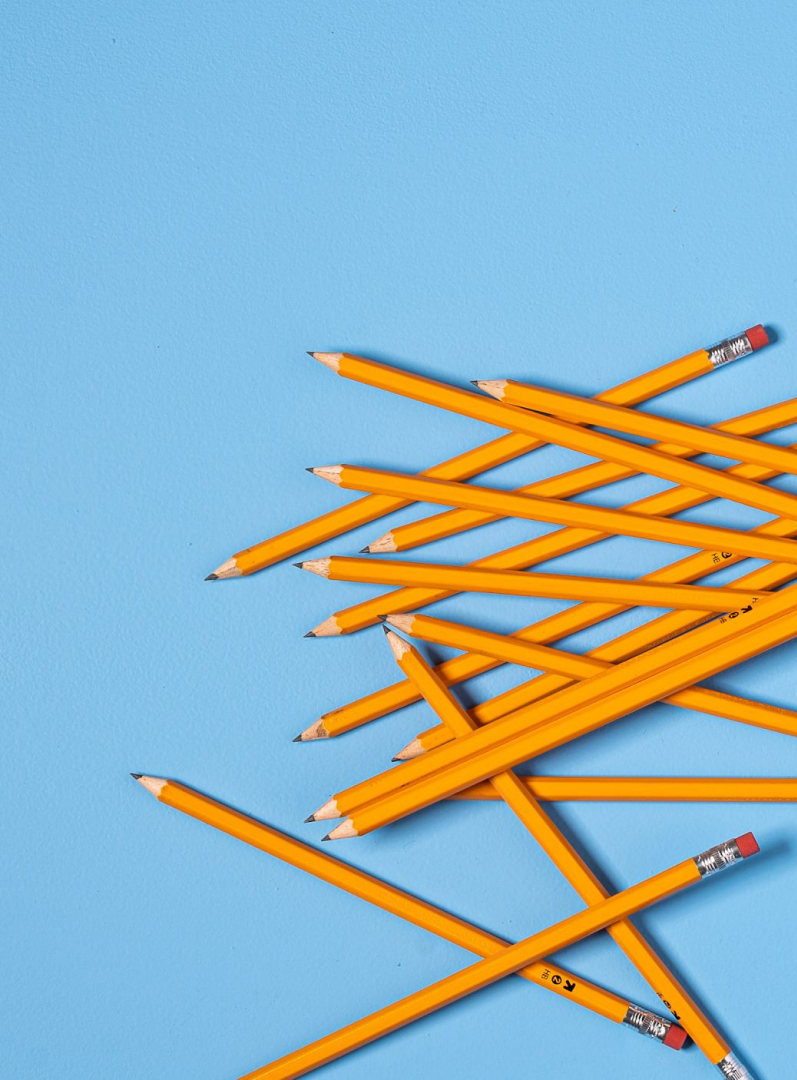


Kim Franta



Michelle Sagedahl



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Nutrition Services Operations Assessment (NSOA)

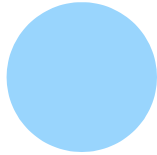


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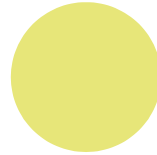
- Menus and recipes
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- Sanitation and safety
- Operational efficiency
- Regulatory compliance
- Student and community engagement
- Wellness
- Equipment and facilities
- Procurement

Areas of Excellence

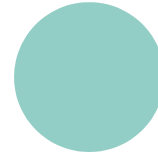
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**Strategic
Planning &
Vision**



Menus



**Customer
Service**



Current Reality

- Regulatory Compliance
- Organization & Human Resources
- Department Finances
- Operational Performance
- The Student Experience



Key Finding:

Finance and Human Resources
Responsibilities

- Roles and responsibilities
- Contractual expectations



Key Finding:

Breakfast Service

- Secondary breakfast cart
- Elementary serving process



Key Finding:

Equipment

- Lacking combi ovens
- Presentation and smallwares



Key Finding:

Point of Sale

- SANB current system: Skyward
- RAS current system: LINQ
- Menu management system: LINQ



Key Finding:

A la carte

- Second entrées available
- Middle and High School a la carte lines were closed





Do Now
Do Soon
Do Later

Nutrition Services Operations Assessment | St. Anthony - New Brighton



Do Now

- Define and Update Contract Agreement
- Involve School Nutrition in Administration/Leadership Meetings
- Evaluate Indirect and Direct Chargeback Methods



Do Soon

- A la carte
- Equipment Replacement Plan
- Sustainability Practices



Do Later

- Point of Sale
- Student Focus Groups



Conclusion



Thank you!

Kim Franta
Kim.Franta@theceso.com

Michelle Sagedahl
Michelle.Sagedahl@theceso.com



Today's Agenda

1. Topic 1
2. Topic 2
3. Topic 3
4. Topic 4
5. Topic 5

Title of presentation | School district or audience



Topic 1

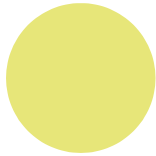
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Topic 1

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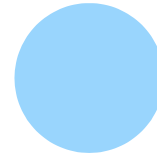
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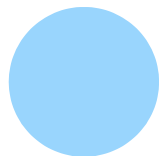
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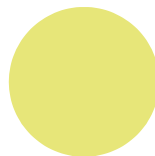
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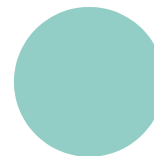
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Topic 1 Take Away

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Topic 1 Take Away

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Title of presentation | School district or audience





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Big numbers catch your audience's
attention

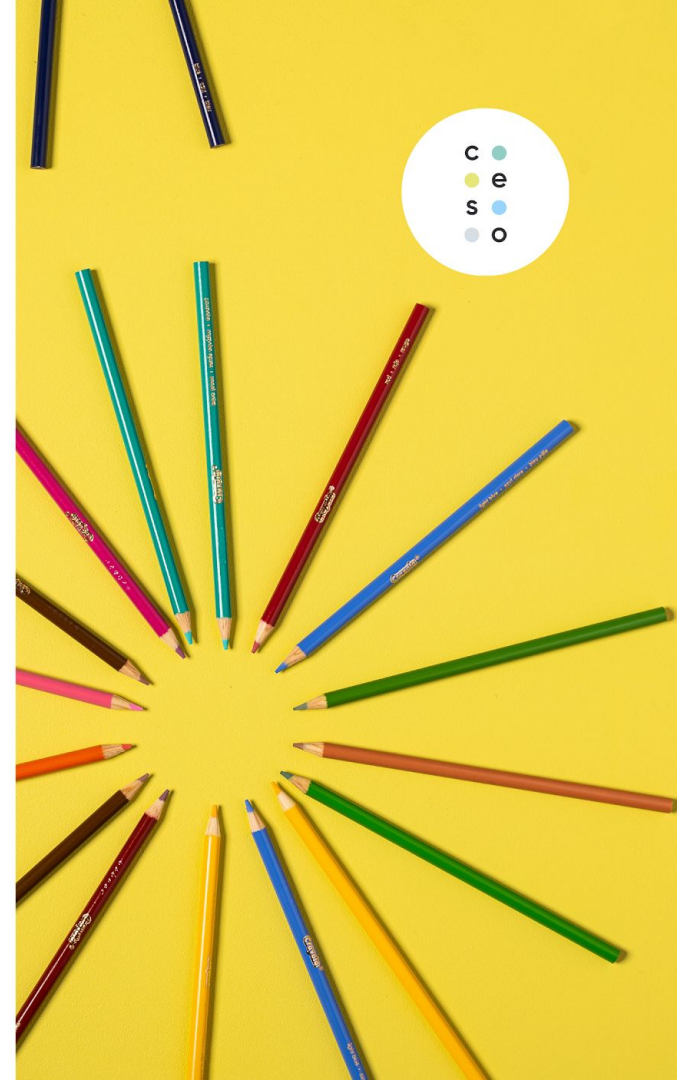


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Another Take Away

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Title of presentation | School district or audience



“This is a quote, words full of wisdom that
someone important said and can make the reader
get inspired.”

—Quote about Topic 1



Big inspiring Words

Title of presentation | School district or audience





More Big inspiring Words

Title of presentation | School district or audience

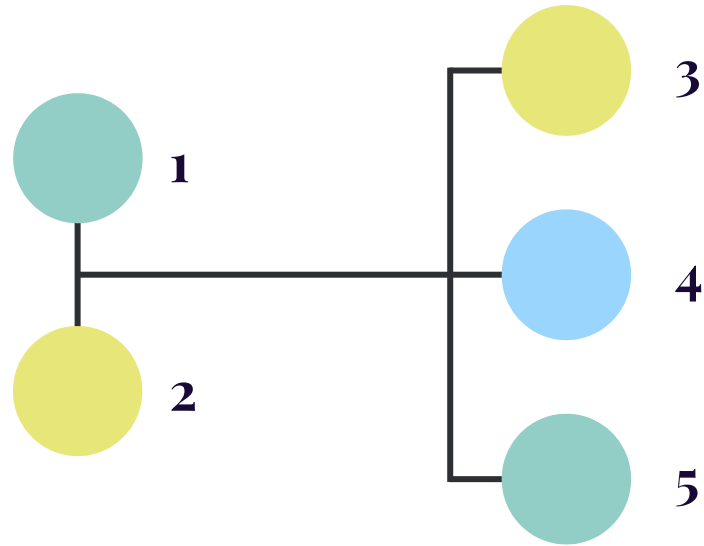


Topic 2

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Mini Flow Chart

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Percentages

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Topic 1

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Title of presentation | School district or audience



Timeline... of planet facts



1

Mercury is the smallest planet

Despite being red, Mars is cold

2

3

A day on Venus is longer than a year

Timeline... of planet facts



4

Jupiter is the biggest of
them all

Saturn is a gas giant
and has rings

5

6

Earth is where we live
on



Thank you!

Name Here

first.last@theceso.com

123.456.7890





Squires Waldspurger & Mace, P.A.

Michael J. Waldspurger*
Amy E. Mace
Trevor S. Helmers*
John P. Edison*
Liz J. Vieira*
Kristin C. Nierengarten
Zachary J. Cronen
Michael J. Ervin*
Abigail R. Kelzer

Tessa S. Wagner
Marcus B. Jardine
William M. Seiler
Jesse C. Peterson
Paige E. Olson
Daina B. Strub Kabitz
Theo M. Britton
Jordan R. Kleinschmidt
Gregory B. Lansing

**Also Admitted in Wisconsin*

March 16, 2026

Via Email

School Board
Independent School District No. 282
3303 33rd Avenue Northeast
St. Anthony, Minnesota 55418

RE: Title IX
Our File No. 0282-0002

Dear School Board:

Following my presentation to the School Board on issues arising under Title IX, the School Board asked me to provide a letter summarizing my presentation. During my presentation, I provided an overview of Title IX, including the regulations that are in effect, various Dear Colleague letters that have been issued and rescinded, and case law interpreting Title IX. I also addressed when Title IX is triggered. Finally, I reviewed the District's Title IX policy and recommended changes to the flowchart that corresponds to the policy. This letter will summarize my presentation on these matters and will also identify recommended changes to the District's Title IX policy.

A. The 2020 Title IX regulations apply.

Title IX is a federal law that prohibits discrimination based on sex in education programs and activities which receive federal financial assistance. Over the years, the Executive Branch, and specifically the United States Department of Education ("USDOE"), has adopted differing interpretations of Title IX and has published those interpretations in "Dear Colleague" letters. Although Dear Colleague letters do not carry the force of law, they provide guidance and insight on how the Executive Branch, and specifically the USDOE and the Office for Civil Rights ("OCR"), will interpret and enforce Title IX.

On April 4, 2011, the USDOE issued a "Dear Colleague" letter interpreting Title IX. The 2011 Dear Colleague letter, which was issued during the Obama Administration, introduced measures that were designed to enhance Title IX's effectiveness at combating

sexual assault. To that end, the 2011 Dear Colleague letter established a “preponderance of the evidence” standard for evaluating Title IX complaints. This is a relatively lenient standard of proof. Under the preponderance of the evidence standard, a Title IX complaint must be substantiated if the evidence shows it is more likely than not that the alleged violation occurred.

Additionally, the 2011 Dear Colleague letter contained controversial guidance related to sexual harassment occurring off school grounds. The 2011 letter stated:

Schools may have an obligation to respond to student-on-student sexual harassment that initially occurred off school grounds, outside a school’s education program or activity. If a student files a complaint with the school, regardless of where the conduct occurred, the school must process the complaint in accordance with its established procedures. Because students often experience the continuing effects of off-campus sexual harassment in the educational setting, schools should consider the effects of the off-campus conduct when evaluating whether there is a hostile environment on campus.

This part of the letter was controversial because, as interpreted by the courts, Title IX has always explicitly limited its reach to education programs and activities. *See* 20 U.S.C. § 1681(a). In addition, the suggestion that school districts “should” take steps to protect students who were assaulted off-campus raised difficult legal questions, because a school district’s authority over its students generally does not extend to conduct that occurs off campus.

On September 22, 2017, the USDOE issued a new Dear Colleague Letter. The 2017 letter, which was issued during the first Trump Administration, rescinded the 2011 letter and all accompanying guidance, including guidance provided under a 45-page Q&A document that the USDOE published in 2014. The 2017 Dear Colleague letter also announced that the USDOE would begin the rulemaking process for new Title IX regulations.

In August 2020, the USDOE promulgated new Title IX regulations. The 2020 regulations established new requirements and limitations for processing and investigating sexual harassment complaints. In addition to establishing broad protections for alleged offenders, the regulations authorized schools to choose between a “preponderance of evidence” standard or a “clear and convincing evidence” standard, with the caveat that schools were required to apply the chosen standard of proof uniformly to all Title IX complaints. *See* 34 C.F.R. § 106.45(b)(1)(vii). The “clear and convincing evidence” standard is a significantly higher standard than “preponderance of the evidence.” The clear and convincing evidence standard decreases the likelihood that a Title IX complaint will be substantiated. Most schools districts in Minnesota have opted to continue applying the “preponderance of the evidence” standard.

In April 2024, the USDOE went through the rulemaking process and promulgated new Title IX regulations. The 2024 regulations were issued during the Biden Administration and took effect at the start of the 2024-2025 school year. The 2024 regulations sought to significantly expand the scope and breadth of Title IX, particularly in regard to protections based on gender identity. The 2024 regulations immediately faced a multitude of legal challenges. On January 9, 2025, a federal district court held that the 2024 regulations were unconstitutional and vacated them in their entirety. *See Tennessee v. Cardona*, 762 F. Supp.3d 615 (E.D. Ky. 2025). As a result, the 2024 regulations are a legal nullity.

On February 4, 2025, shortly after President Trump returned to office, the USDOE issued another Dear Colleague letter. This Dear Colleague letter underscored that the 2024 regulations were no longer in effect and that the USDOE would be applying and enforcing the 2020 regulations. The courts agree that the 2020 regulations are in effect.

In summary, the 2011 Dear Colleague letter and the 2024 regulations are no longer in effect. The 2024 regulations have been vacated, and the USDOE has rescinded and abandoned the guidance in the 2011 Dear Colleague letter and the related 2014 Q&A document. As a result, the 2024 regulations and the 2011 Dear Colleague letter carry no legal weight. The 2020 regulations are in effect and govern the processing and investigation of Title IX complaints.

B. Title IX is not triggered by, and does not apply to, off-campus conduct unless the school district exercised substantial control over the offender and the circumstance, event, or activity where the sexual assault occurred.

Title IX states: “No person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving Federal financial assistance.” 20 U.S.C. § 1681(a). Consistent with the plain language of Title IX, the Eighth Circuit Court of Appeals¹ has long held that in order to trigger Title IX, the alleged harassment “must be connected with an education program or activity receiving Federal financial assistance.” *Lam v. Curators of the Univ. of Mo.*, 122 F.3d 654, 656 (8th Cir. 1997). Thus, a school district “must have had control over the situation in which the harassment . . . occurred.” *Roe v. St. Louis Univ.*, 746 F.3d 874, 884 (8th Cir. 2014). Title IX does not apply without a “causal nexus between the [school’s] conduct and the student’s experience of sexual harassment or assault.” *Shank v. Carleton Coll.*, 993 F.3d 567, 573 (8th Cir. 2021) (quotation omitted).

¹ The Eighth Circuit Court of Appeals is one level below the U.S. Supreme Court and has jurisdiction over federal cases arising in Minnesota.

The 2020 regulations track the language of Title IX and the binding precedent from the Eighth Circuit interpreting Title IX. The 2020 regulations require a school district “with actual knowledge of sexual harassment *in an education program or activity* of the [school district]” to “respond promptly in a manner that is not deliberately indifferent.” 34 C.F.R. § 106.44(a) (emphasis added). The regulations define the phrase “education program or activity” to mean “locations, events, or circumstances over which the [school district] exercised *substantial control* over both the respondent and the context in which the sexual harassment occurs.” (Emphasis added.) This is a threshold jurisdictional requirement. Title IX is not triggered and, thus, does not apply to sexual harassment (including a sexual assault) that allegedly occurs in a location, at an event, or under a circumstance that is completely outside a school district’s control.

In some cases where a complaint is filed, a school district may need to investigate to determine whether this threshold jurisdictional requirement is met. If the investigation reveals the conduct did not occur in an education program or activity, the school district must dismiss the Title IX complaint. In other cases, no investigation is necessary. This would be the case when the complainant states that the alleged sexual harassment did not occur in an in an education program or activity of the school district. By way of example, no investigation would be necessary or warranted if the complainant states that the alleged sexual harassment occurred on a weekend, at a private gathering that had nothing to do with an education program or activity, and in a private residence located off school grounds.² This is true regardless of how egregious the conduct was or the impact of the conduct on the complainant. There is no exception for severe and reprehensible misconduct.

We can reasonably surmise that a victim of a sexual assault will suffer from the resulting trauma for many months or years. However, this type of severe residual effect is insufficient to create a legal nexus between the sexual assault and school, or to otherwise trigger the protections of Title IX.³

If Title IX is not triggered, a school district has no authority to process the alleged misconduct under Title IX. This is true even if the sexual harassment involved two students who are enrolled the school district. Going back to the previous example, a school district would have no authority to process alleged misconduct as a Title IX complaint if a student

² In most cases, a school district will not have any prior knowledge of a private gathering. Additionally, a school district does not operate or exercise any control over the events, activities, or circumstances that develop at a private gathering. Likewise, a school district does not exercise any control over the individuals who are present at a private gathering.

³ The 2011 Dear Colleague letter provided different guidance. However, the 2011 Dear Colleague letter has been rescinded. Additionally, the 2011 letter was contrary to the plain language of Title IX and to longstanding case law in our jurisdiction.

states that she was sexually assaulted by another student on a weekend, at a private gathering that had nothing to do with an education program or activity, and in a private residence located off school grounds. This conclusion is not reasonably debatable.

If Title IX is not triggered, school officials have no obligations under Title IX. By way of example, but without limitation, neither the Title IX Coordinator nor any other school official would have an obligation to contact the victim; to discuss, offer, or implement supportive measures;⁴ to submit a Title IX complaint; or to create any other documentation under Title IX. If a complainant files a Title IX complaint with a school district's Title IX coordinator and states that the conduct occurred off-campus and had nothing to do with an education program or activity (i.e. any location, event, or circumstance over which the school district exercised substantial control), the Title IX coordinator *must* dismiss the complaint.

A school district's ability to discipline a student for misconduct does not hinge on whether Title IX is triggered. However, Minnesota law limits a school district's ability to discipline a student for off-campus conduct that does not have a nexus to school. In Minnesota, a school district may suspend or expel an enrolled student for off-campus misconduct only if the school district can show that: (1) the misconduct was a continuation of or had a nexus with improper conduct that occurred on school grounds; or (2) the student's actions had a direct and immediate effect on school discipline or on the general safety and welfare of students. *See In re Expulsion of Z.K.*, 695 N.W.2d 656, 664 (Minn. App. 2005) (citing *In the Matter of the Expulsion of J.M. from ISD No. 834* (MDCFL Feb. 18, 1997); *see also S.K. v. Anoka-Hennepin Indep. Sch. Dist. No. 11*, 399 F.Supp.2d 963, 972 (D. Minn. 2005) (same)). Thus, when the entirety of the misconduct occurs outside school hours, off school grounds, and is not connected to a school sponsored event or activity, school districts will rarely be able to suspend or expel for the conduct. This is true even when the misconduct is criminal in nature.⁵

C. The District's Title IX policy complies with the law, but I recommend that the flowchart be replaced and that some policy provisions be amended.

The regulations implementing Title IX state that each recipient of federal funds "must adopt, publish, and implement a policy stating that the recipient does not discriminate on

⁴ The obligation to offer supportive measures under Title IX is part of the broader obligation to respond promptly and effectively to sexual harassment under Title IX. This obligation is not triggered unless a District employee has actual knowledge of sexual harassment in an "education program or activity" of the District.

⁵ Depending on the nature of off-campus misconduct, a school district may be able to take action under the MSHSL Bylaws to prohibit the student from competing in contests that are governed by the MSHSL. School districts have greater latitude to restrict participation in extracurricular activities because, unlike attending school, participation in extracurricular activities is a privilege, not a right.

the basis of sex and prohibits sex discrimination in any education program or activity that it operates” 34 C.F.R. § 106.8(b)(1). The regulations do not contain detailed or prescriptive requirements for a policy.

In relevant part, the District’s Title IX policy states: “The school district prohibits sexual harassment that occurs within its education programs and activities. When the school district has actual knowledge of sexual harassment in its education program or activity against a person in the United States, it shall promptly respond in a manner that is not deliberately indifferent.” District Policy 522, at 1. The policy then clarifies that it applies to “sexual harassment that occurs within the school district’s education programs and activities and that is committed by a school district employee, student, or other members of the school community.” Underscoring this limitation, the policy states that it “does not apply to sexual harassment that occurs off school grounds, in a private setting, and outside the scope of the school district’s education programs and activities.” *Id.* Lastly, the District’s policy incorporates the definition of “education programs and activities” that is set forth in the Title IX regulations. *Id.*

The District’s policy accurately reflects that Title IX applies only to conduct that allegedly occurs in an education program or activity of the District, meaning a location, event, or circumstance over which the District exercises substantial control over both the respondent and the context in which the sexual harassment occurs. Title IX is not triggered by sexual harassment that allegedly occurs in a location, event, or circumstance that is completely outside a school district’s control. Nothing in the policy’s limiting language conflicts with Title IX or its implementing regulations. *See* 20 U.S.C. §1681; 34 C.F.R. part 106.

For several reasons, postsecondary institutions may elect to adopt Title IX policies that have a broader reach, or appear to have a broader reach, than the policies adopted by public school districts. First, compared to school districts, postsecondary institutions operate and exercise substantial control over many more programs, including off-campus academic programs, athletic programs, extracurricular programs, research programs, occupational training programs, and other education programs and activities. *See* 34 C.F.R. § 106.31(a). Second, postsecondary institutions exercise “substantial control” over many more facilities than school districts. For example, postsecondary institutions often exercise substantial control over numerous athletic facilities, research facilities, academic buildings, and various forms of student housing, including fraternity houses and sorority houses. Third, K-12 students have a constitutional right to attend school. School districts may not deprive students of that right unless the off-campus conduct has a nexus to conduct that occurred on school grounds, or the student’s actions have a direct and immediate effect on school discipline or on the general safety and welfare of students. In contrast, postsecondary students do not have a constitutional right to attend a postsecondary institution. Additionally, postsecondary institutions have broad powers to discipline

students and terminate their enrollment for violating the institution's policies or rules, including policies and rules that extend to off-campus conduct.

Although the District's Title IX policy complies with the law, the flowchart that is connected to that policy should be replaced. The flowchart does not address the threshold jurisdictional inquiries that should occur. Additionally, the flowchart does not accurately reflect the process described in the Title IX policy, or a victim's rights under Title IX. In regard to the last point, the flowchart incorrectly states: "A student or employee who has experienced, has actual knowledge of or otherwise becomes aware of sex discrimination, including sexual harassment of a female staff or student, *must* report allegations to Title IX Coordinator." (Emphasis added.) This gives the false impression that a student who has experienced sexual harassment must report the harassment to the Title IX Coordinator. The law does not contain such a requirement.

Section II.L of the policy defines "supportive measures" as follows:

"Supportive measures" means individualized services provided to the complainant or respondent without fee or charge that are reasonably available, non-punitive, non-disciplinary, not unreasonably burdensome to the other party, and designed to ensure equal educational access, protect safety, *and* deter sexual harassment. Supportive measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, alternative educational services as defined under Minnesota Statutes, section 121A.41, as amended, mutual restrictions on contact between the parties, changes in work locations, leaves of absence, increased security and monitoring of certain areas of the school district buildings or property, and other similar measures.

I recommend amending Section II.LL of the policy to track the federal regulations more closely. *See* 34 C.F.R. § 106.2; 34 C.F.R § 106.44(g). Specifically, I recommend amending Section II.L to state:

Supportive measures means individualized measures offered as appropriate, as reasonably available, without unreasonably burdening a complainant or respondent, not for punitive or disciplinary reasons, and without fee or charge to the complainant or respondent to: (1) restore or preserve that party's access to the recipient's education program or activity, including measures that are designed to protect the safety of the parties or the district's educational environment; or (2) provide support during the grievance process.

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Supportive measures may vary depending on what the recipient deems to be reasonably available. These measures may include but are not limited to: counseling; extensions of deadlines and other course-related adjustments; campus escort services; increased security and monitoring of certain areas of the campus; restrictions on contact applied to one or more parties; leaves of absence; changes in class, work, housing, or extracurricular or any other activity, regardless of whether there is or is not a comparable alternative; and training and education programs related to sex-based harassment.

Additionally, in order to promote clarity and avoid confusion, I recommend amending the first sentence of Section V.A. of the policy to state, “When the Title IX Coordinator receives a report that triggers Title IX, the Title IX Coordinator shall promptly contact the complainant confidentially to discuss the availability of supportive measures” Similarly, I recommend amending Section V.B to state:

If Title IX is triggered, the school district will offer supportive measures to the complainant whether or not the complainant decides to make a formal complaint. Title IX is not triggered when the sexual harassment is alleged to have occurred outside the United States or outside of an education program or activity of the school district. An education program or activity means a location, event, or circumstance over which the school district exercised substantial control over both the respondent and the context in which the sexual harassment allegedly occurred.

Along the same lines, I recommend amending the first sentence of Section V.C. to state, “Upon receipt of a formal complaint that triggers Title IX” Finally, I recommend amending Section IX.A of the policy to state: “If a formal complaint is received by the School District and Title IX is triggered, the school district will assign or designate an Investigator to investigate the allegations set forth in the formal complaint.”

It was a pleasure meeting all of you at the meeting. .Please ask the School Board Chair to contact me if you have any follow up questions.

Respectfully,

Michael J. Waldspurger

Michael J. Waldspurger

cc: Renee Corneille, Superintendent
Hope Fagerland, District Executive Director of Academics

Title IX Procedures and Formal Grievance Checklist

An incident of sexual harassment occurs, • Did the School receive ‘actual knowledge’? If not, Title IX is not triggered. • If yes, is the respondent under district authority? If not, Title IX is not triggered. • If yes, did the conduct occur in the United States? If not, Title IX is not triggered; other disciplinary actions can be considered. • If yes, did the conduct occur in a district education program or activity? If not, Title IX is not triggered; other disciplinary actions can be considered. • If yes, does the conduct meet the Title IX definition of sexual harassment (see right)? If not, Title IX is not triggered; other disciplinary actions can be considered. • If all of the above are ‘yes’, Title IX is triggered.	Sexual harassment (Title IX Policy Language) means any of three types of misconduct on the basis of sex that includes one or more of the following occurs in a school district education program or activity and is committed against a person in the United States: 1. Quid pro quo harassment by a school district employee conditioning the provision of an aid, benefit, or service of the school district on an individual's participation in unwelcome sexual conduct; 2. Unwelcome conduct that a reasonable person would find so severe, pervasive, and objectively offensive that it denies a person equal educational access; or 3. Any instance of sexual assault as defined in the Clery Act, 20 U.S.C. §1092(f)(6)A(v), dating violence, domestic violence, or stalking (as defined in the Violence Against Women Act, 34 U.S.C. §12291).
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Initial Response

When the Title IX Coordinator receives a report that triggers Title IX, the Title IX Coordinator shall promptly contact the complainant confidentially to discuss the availability of supportive measures.

- If Title IX is triggered, the school district will offer supportive measures to the complainant, whether or not the complainant decides to make a formal complaint.
- Title IX is not triggered when the sexual harassment is alleged to have occurred outside the United States or outside of an education program or activity of the school district. An education program or activity means a location, event, or circumstance over which the school district exercised substantial control over both the respondent and the context in which the sexual harassment allegedly occurred.

Formal Complaint Filing

Title IX Coordinator receives a written formal complaint (signed by complainant or Title IX Coordinator).

A formal complaint **must** immediately be dismissed if:

1. The conduct alleged in the formal complaint, even if proven, does not meet the definition of sexual harassment set by these regulations;
2. The conduct alleged in the formal complaint did not occur in the school or school district's education program or activity; or
3. The conduct alleged did not occur against a person in the United States.

A formal complaint ***may be dismissed*** if:

1. The complainant informs the Title IX Coordinator in writing that the complainant desires to withdraw the formal complaint or allegations therein;
2. The respondent is no longer enrolled or employed by the school district; or
3. Specific circumstances prevent the school district from gathering sufficient evidence to reach a determination.

☐ **If DISMISSAL OF A FORMAL COMPLAINT** under Title IX (document and notify both parties of the reasons for the dismissal).

Dismissal of a formal complaint or a portion thereof does not preclude the school district from addressing the underlying conduct in any manner that the school district deems appropriate.

☐ **Once Formal Complaint is filed**, proceed with **GRIEVANCE PROCESS**

Notice to Parties

Send Written Notice to both parties with:

- Allegations and known details.
- Statement of presumption of innocence.
- Right to an advisor (can be attorney).
- Right to review evidence.
- Code of conduct warning for false statements.
- Copy of Policy 522.

Investigation

If the formal complaint is received by the School District and Title IX is triggered, the school district will assign or designate an investigator to investigate the allegations set forth in the formal complaint.

1. Assign an Investigator (can be the Coordinator, cannot be the Decision-maker).
2. Notify Parties of Interviews with date, time, location, and purpose.
3. Collect Evidence:
 - Interview both parties and witnesses.
 - Gather inculpatory and exculpatory evidence.
 - Avoid questions about complainant's sexual history (except as allowed/needed).
4. Share Evidence with both parties (10-day review period).
5. Receive Written Responses from both parties.
6. Create Investigative Report and share it with both parties (another 10-day review window).

Determination

1. Assign a Decision-Maker (a person who is not the Coordinator or Investigator).
2. Allow Parties to Submit Written Questions to each other and witnesses.
3. Share Responses and allow limited follow-up questions.
4. Issue Written Determination including:
 - Findings of fact and conclusion.
 - Rationale for decision.
 - Any disciplinary sanctions or remedies.
 - Appeal process instructions.

Appeals (if submitted)

1. Receive Appeal Request (within 5 business days).
2. Assign Appellate Decision-Maker (a person who is not the Coordinator or Decision-Maker).
3. Notify Parties of Appeal and allow them to submit statements.
4. Appellate Decision-Maker Issues Final Written Decision (within 30 calendar days).

Post-Resolution

1. Implement Remedies (Title IX Coordinator ensures they occur).
2. Maintain Records for 7 years (complaints, outcomes, training logs, etc.)