Regular Business Meeting

Monday, June 13, 2022 6:00 PM
Deer River High School Media Center, 101 1st Avenue, Deer River, MN 56636

1. **Call to Order**
2. **Agenda Approval**
3. **Recognition of Visitors**
4. **Regular Business**

A. Approval of Minutes, Monthly Meeting - May 9, 2022
B. Approval of Minutes, Special Meeting - May 9, 2022
C. Approval of Minutes, Special Meeting - May 16, 2022
D. Approval of Minutes, Special Meeting - May 17, 2022
E. Approval of Minutes, Special Meeting - May 18, 2022
F. Approval of Minutes, Special Meeting - May 25, 2022
G. Approval of Minutes, Special Meeting - May 26, 2022
H. Approval of Accounts Payable / Payroll / Transfers for May 2022
I. Approval of Consent Agenda

5. **Information Items**

A. Review of Safe Schools Plan
B. Elementary Principal's Report
C. High School Principal's Report
D. Activities Program Report
E. Building and Grounds Department Report
F. Full Service Community Schools Program Report
G. Board Member or Committee Reports
H. Superintendent's Report

6. **Action Items**

A. Ratification of AFSCME Master Agreement
B. Approval of New Superintendent Contract
C. Proposed Fiscal Year 2023 Budget
D. Resolution Calling for Public Hearing on Proposed Tax Abatement
E. Resolution Calling for the Intent and Authorization of the Sale of Facilities Maintenance Bonds for Comprehensive Improvements to the King Elementary School Campus
F. Adopt New 10-Year Long-Term Facilities Maintenance (LTFM) Plan For Fiscal Year
G. Approval Of Request for Proposals and Notice of Intent to Award a Guaranteed Energy Savings Contract
H. Approval of Professional Services Amendment #1 With SitelogIQ
I. Approval to Uncommit Previously Committed Funds for Employee Separation
J. Approval of Fiscal Host Agreements With Itasca Area Schools Collaborative (IASC) and Invest Early
K. Approval of Invest Early Services Agreement
L. Approval of Agreement with Itasca Area Schools Collaborative to Provide Special Education Program Services
M. Approval of Contracts To Provide Mental Health Services in Fiscal Year 2023.
N. Approval of Commercial Lease with KOOTASCA Community Action, Inc.
O. Membership Renewal for Minnesota State High School League
P. Membership Renewal Minnesota Rural Education Association (MREA)
Q. Resolution of Support For Deer River Community Technology Hub Project

R. Acceptance of Donations

7. **Future Meetings**

8. **Adjournment**

Regular Business Meeting
Monday, May 9, 2022 6:00 PM Central

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

Travis Anttila:	Present
Kyle Fairbanks:	Present
Lloyd Kongsjord:	Present
Amanda Reed:	Present
LuAnn Robinson:	Present
Pam Thompson:	Present

Present: 6.
Meeting call to order by Chair at 6:01 p.m.

1. Call to Order

2. Agenda Approval
   Motion to approve. This motion, made by Pam Thompson and seconded by Amanda Reed, Carried.
   Travis Anttila: Yea, Kyle Fairbanks: Yea, Lloyd Kongsjord: Yea, Amanda Reed: Yea, LuAnn Robinson: Yea, Pam Thompson: Yea
   Yea: 6, Nay: 0

3. Recognition of Visitors
No visitors present and no correspondence received.

4. Regular Business

4.A. Approval of Minutes, Monthly Meeting - April 11, 2022
   Motion to approve official minutes of the April 11, regular business meeting. This motion, made by Lloyd Kongsjord and seconded by Pam Thompson, Carried.
   Travis Anttila: Yea, Kyle Fairbanks: Yea, Lloyd Kongsjord: Yea, Amanda Reed: Yea, LuAnn Robinson: Yea, Pam Thompson: Yea
   Yea: 6, Nay: 0

4.B. Approval of Minutes, Special Meeting - May 6, 2022
   Motion to approve meeting minutes with minor amendment to reflect a total of 10 licensed applicants. This motion, made by Lloyd Kongsjord and seconded by Kyle Fairbanks, Carried.
   Travis Anttila: Yea, Kyle Fairbanks: Yea, Lloyd Kongsjord: Yea, Amanda Reed: Yea, LuAnn Robinson: Yea, Pam Thompson: Yea
   Yea: 6, Nay: 0

4.C. Approval of Accounts Payable / Payroll / Transfers for April 2022
   Motion to approve. This motion, made by Amanda Reed and seconded by LuAnn Robinson, Carried.
   Travis Anttila: Yea, Kyle Fairbanks: Yea, Lloyd Kongsjord: Yea, Amanda Reed: Yea, LuAnn Robinson: Yea, Pam Thompson: Yea
   Yea: 6, Nay: 0

4.D. Approval of Consent Agenda

Motion to approve consent agenda items. This motion, made by Pam Thompson and seconded by Lloyd Kongsjord, Carried.
Travis Anttila: Yea, Kyle Fairbanks: Yea, Lloyd Kongsjord: Yea, Amanda Reed: Yea, LuAnn Robinson: Yea, Pam Thompson: Yea
Yea: 6, Nay: 0

5. Information Items

5.A. Review of Facilities Analysis

5.B. Proposed Fiscal Year 2023 Budget

5.C. Review of Safe Schools Plan

5.D. Elementary Principal's Report

The board asked for a description of the distinction between a plan to add a 5th grade interventionist teacher vs. an additional 5th grade classroom. Director Fairbanks made a motion to create an action item to consider rescinding the approval from April 11th for an additional 5th grade classroom for the 2022-2023 school year. The motion was seconded by Director Kongsjord to add an action item to the agenda The motion passed unanimously and was added to the agenda as Item 6.D.

5.E. High School Principal's Report

5.F. Activities Program Report

5.G. Building and Grounds Department Report

5.H. Full Service Community Schools Program Report

5.I. Board Member or Committee Reports

5.J. Superintendent's Report

6. Action Items

6.A. Resolution to Nonrenew Probationary Staff

Introduction and motion to approve the resolution. This motion, made by Lloyd Kongsjord and seconded by Amanda Reed, Carried.
Travis Anttila: Yea, Kyle Fairbanks: Yea, Lloyd Kongsjord: Yea, Amanda Reed: Yea, LuAnn Robinson: Yea, Pam Thompson: Yea
Yea: 6, Nay: 0

6.B. Extension of Student Transportation Agreement

Motion to approve an extension of the current student transportation agreement and bus garage lease with minor modifications for the 2023 and 2024 Fiscal Years. This motion, made by Lloyd Kongsjord and seconded by Pam Thompson, Carried.
Travis Anttila: Yea, Kyle Fairbanks: Yea, Lloyd Kongsjord: Yea, Amanda Reed: Yea, LuAnn Robinson: Yea, Pam Thompson: Yea
Yea: 6, Nay: 0

6.C. Acceptance of Donations

Introduction of a resolution and motion to approve acceptance of donations with gratitude. This motion, made by Lloyd Kongsjord and seconded by Pam Thompson, Carried.
Travis Anttila: Yea, Kyle Fairbanks: Yea, Lloyd Kongsjord: Yea, Amanda Reed: Yea, LuAnn Robinson: Yea, Pam Thompson: Yea
Yea: 6, Nay: 0

6.D. Consideration of Rescinding Approval of an Additional 5th Grade Classroom for the 2022-2023 School Year

Motion to approve to allow for discussion of the proposed action. This motion, made by Lloyd Kongsjord and seconded by Pam Thompson, Carried.
Travis Anttila: Yea, Kyle Fairbanks: Yea, Lloyd Kongsjord: Yea, Amanda Reed: Yea, LuAnn Robinson: Yea, Pam Thompson: Yea
Yea: 6, Nay: 0

Motion to rescind the April 11 approval of an additional 5th grade classroom for the 2022-2023 school year and to direct the principal to prepare a written recommendation for future board consideration describing the benefit to students of adding a 5th grade interventionist teacher for the 2022-2023 school year. This motion, made by Lloyd Kongsjord and seconded by Pam Thompson, Carried.
Travis Anttila: Yea, Kyle Fairbanks: Yea, Lloyd Kongsjord: Yea, Amanda Reed: Yea, LuAnn Robinson: Yea, Pam Thompson: Yea
Yea: 6, Nay: 0

Director Fairbanks asked follow-up questions about student needs and whether they would be best met with an additional special education teacher. Ms. Stefan stated that anticipated special education caseloads were sufficient. Further discussion focused on the specific request for a written recommendation and the timeline for potentially approving a hire.

7. Future Meetings
June 13 meeting location set by Chair for the Deer River High School Media Center

8. Adjournment

Motion to adjourn. This motion, made by Lloyd Kongsjord and seconded by Amanda Reed, Carried.
Travis Anttila: Yea, Kyle Fairbanks: Yea, Lloyd Kongsjord: Yea, Amanda Reed: Yea, LuAnn Robinson: Yea, Pam Thompson: Yea
Yea: 6, Nay: 0

Meeting adjourned at 7:11 p.m.

Special Session to Screen Superintendent Applicants
Monday, May 9, 2022 5:00 PM Central

Deer River High School Conference Room
101 1st Avenue
Deer River, MN 56636

Travis Anttila:	Present
Kyle Fairbanks:	Present
Lloyd Kongsjord:	Present
Amanda Reed:	Present
LuAnn Robinson:	Present
Pam Thompson:	Present

Present: 6.
The meeting was called to order at 5:05 p.m. Director Reed arrived at 5:10 p.m.

1. Completion of Superintendent Candidate Screening
The Board continued the candidate screening process which began on May 6. The Board is directing the Human Resource Department to attempt to schedule first round screening interviews with up to four selected candidates on May 16 & 17. The stated goal is to identify finalist candidates when consensus is reached and schedule public interviews to include community participation. The Chair adjourned the meeting at 5:50 p.m.

Superintendent Candidate Screening
Monday, May 16, 2022 4:00 PM Central

Deer River High School Conference Room
101 1st Avenue
Deer River, MN 56636

Travis Anttila:	Present
Kyle Fairbanks:	Present
Lloyd Kongsjord:	Present
Amanda Reed:	Present
LuAnn Robinson:	Present
Pam Thompson:	Present

Present: 6.

1. Candidate #1 Screening Interview

2. Candidate #2 Screening Interview

Superintendent Candidate Screening
Tuesday, May 17, 2022 4:00 PM Central

Deer River High School Conference Room
101 1st Avenue
Deer River, MN 56636

Travis Anttila:	Present
Kyle Fairbanks:	Present
Lloyd Kongsjord:	Present
Amanda Reed:	Present
LuAnn Robinson:	Present
Pam Thompson:	Present

Present: 6.

1. Candidate #3 Screening Interview

2. Candidate #4 Screening Interview

3. Consideration of Potential Finalist Candidate(s) for Public Interviews

Motion to offer finalist candidate interviews to Dr. Joshua Grover and Mr. Patrick Rendle. Public interviews to be scheduled for 5:00 & 6:00 p.m. on May 25 at the King Elementary School Media Center. This motion, made by Travis Anttila and seconded by Lloyd Kongsjord, Carried.

Travis Anttila: Yea, Kyle Fairbanks: Yea, Lloyd Kongsjord: Yea, Amanda Reed: Yea, LuAnn Robinson: Yea, Pam Thompson: Yea

Yea: 6, Nay: 0

Facilities Plan Approval
Wednesday, May 18, 2022 5:00 PM Central

Deer River High School Conference Room
101 1st Avenue
Deer River, MN 56636

Travis Anttila:	Present
Kyle Fairbanks:	Present
Lloyd Kongsjord:	Present
Amanda Reed:	Absent
LuAnn Robinson:	Present
Pam Thompson:	Present

Present: 5, Absent: 1.
Meeting called to order by the Chair at 5:00 p.m.

1. Call to Order

2. Agenda Approval
Motion to approve. This motion, made by Lloyd Kongsjord and seconded by Kyle Fairbanks, Carried.
Amanda Reed: Absent, Travis Anttila: Yea, Kyle Fairbanks: Yea, Lloyd Kongsjord: Yea, LuAnn Robinson: Yea, Pam Thompson: Yea
Yea: 5, Nay: 0, Absent: 1

3. Action Items

3.A. Consider Approval of the Facilities Committee Recommendation
Motion to approve the recommendation of the facilities committee to select Scenario #4. This motion, made by Lloyd Kongsjord and seconded by Pam Thompson, Carried.
Amanda Reed: Absent, Travis Anttila: Yea, Kyle Fairbanks: Yea, Lloyd Kongsjord: Yea, LuAnn Robinson: Yea, Pam Thompson: Yea
Yea: 5, Nay: 0, Absent: 1

3.B. Introduction of a Resolution for Approval of a Professional Services Agreement
Motion to introduce and approve the resolution. This motion, made by Kyle Fairbanks and seconded by LuAnn Robinson, Carried.
Amanda Reed: Absent, Travis Anttila: Yea, Kyle Fairbanks: Yea, Lloyd Kongsjord: Yea, LuAnn Robinson: Yea, Pam Thompson: Yea
Yea: 5, Nay: 0, Absent: 1

3.C. Introduction of a Resolution to Approve the Submission of the Revised Long Term Facilities Maintenance Plan to the Minnesota Department of Education
Motion to introduce and approve the resolution. This motion, made by LuAnn Robinson and seconded by Lloyd Kongsjord, Carried.
Amanda Reed: Absent, Travis Anttila: Yea, Kyle Fairbanks: Yea, Lloyd Kongsjord: Yea, LuAnn Robinson: Yea, Pam Thompson: Yea
Yea: 5, Nay: 0, Absent: 1

3.D.
Introduction of Resolution Calling Public Hearing on Proposed Abatement Bonds

Introduce and approve the resolution and posting for public hearing. This motion, made by Pam Thompson and seconded by Kyle Fairbanks, Carried.
Amanda Reed: Absent, Travis Anttila: Yea, Kyle Fairbanks: Yea, Lloyd Kongsjord: Yea, LuAnn Robinson: Yea, Pam Thompson: Yea
Yea: 5, Nay: 0, Absent: 1

4. Adjournment

Motion to adjourn. This motion, made by Lloyd Kongsjord and seconded by Travis Anttila, Carried.
Amanda Reed: Absent, Travis Anttila: Yea, Kyle Fairbanks: Yea, Lloyd Kongsjord: Yea, LuAnn Robinson: Yea, Pam Thompson: Yea
Yea: 5, Nay: 0, Absent: 1

The meeting was adjourned at 5:15 p.m. with Director Reed absent with work conflict.

Public Interviews of Superintendent Candidate Finalists
Wednesday, May 25, 2022 5:00 PM Central

King Elementary School Media Center
500 5th Street SE
Deer River, Minnesota 56636

Travis Anttila:	Present
Kyle Fairbanks:	Present
Lloyd Kongsjord:	Present
Amanda Reed:	Present
LuAnn Robinson:	Present
Pam Thompson:	Present

Present: 6.
Meeting called to order at 5:01 p.m.

1. Call to Order

2. Finalist Interview of Dr. Joshua Grover

3. Finalist Interview of Mr. Patrick Rendle

4. Adjournment

Suspend the special meeting until 5:45 p.m. on May 26 at the Deer River High School Media Center. This motion, made by Lloyd Kongsjord and seconded by Travis Anttila, Carried.
Travis Anttila: Yea, Kyle Fairbanks: Yea, Lloyd Kongsjord: Yea, Amanda Reed: Yea, LuAnn Robinson: Yea, Pam Thompson: Yea
Yea: 6, Nay: 0

Deliberation of Superintendent Finalist Interviews
Thursday, May 26, 2022 5:30 PM Central

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

Travis Anttila:	Present
Kyle Fairbanks:	Present
Lloyd Kongsjord:	Present
Amanda Reed:	Present
LuAnn Robinson:	Present
Pam Thompson:	Present

Present: 6.
Directors Reed and Fairbanks participated via Webex video conference.

1. Call to Order
The continued meeting was called back to order at 5:31 p.m.

2. Deliberation of Superintendent Finalist Interviews

Motion to enter into negotiations with Patrick Rendle as the board's preferred candidate. This motion, made by Lloyd Kongsjord and seconded by Amanda Reed, Carried.
LuAnn Robinson: Nay, Travis Anttila: Yea, Kyle Fairbanks: Yea, Lloyd Kongsjord: Yea, Amanda Reed: Yea, Pam Thompson: Yea
Yea: 5, Nay: 1
LuAnn Robinson: Nay

Each director summarized their perceptions of the screening interviews, finalist interviews, and staff comment cards. They closed their individual summaries by identifying their preferred candidate. All of the directors expressed confidence in the potential of both candidates.

3. Adjournment

Motion to close the session for the expressed purpose of negotiation strategy at 5:50 p.m. This motion, made by Travis Anttila and seconded by Lloyd Kongsjord, Carried.
Travis Anttila: Yea, Kyle Fairbanks: Yea, Lloyd Kongsjord: Yea, Amanda Reed: Yea, LuAnn Robinson: Yea, Pam Thompson: Yea
Yea: 6, Nay: 0

Meeting adjourned at 6:25 p.m. This motion, made by Travis Anttila and seconded by Lloyd Kongsjord, Carried.
Kyle Fairbanks: Absent, Amanda Reed: Absent, Travis Anttila: Yea, Lloyd Kongsjord: Yea, LuAnn Robinson: Yea, Pam Thompson: Yea
Yea: 4, Nay: 0, Absent: 2

ISD #317 - Deer River

Cash & Investment Balances

Month Ended May 31st, 2022

Funds	Cash Balance 4/30/2022	Receipts	Adjustments / Disbursements	Cash Balance 5/31/2022
General	$4,096,785.32	$1,160,296.79	$1,643,621.05	$3,613,461.06
Food Service	$259,033.83	$79,322.25	$83,307.39	$255,048.69
Transportation	-$1,911,508.57	$0.00	$148,241.96	-$2,059,750.53
Community Service	-$84,215.72	$38,482.45	$2,680.14	-$48,413.41
Capital Expenditure	-$379,867.76	$0.00	$9,520.47	-$389,388.23
Building Construction Fund	$0.00	$0.00	$0.00	$0.00
Debt Service	$1,766,745.56	$10,785.17	$1,647,245.50	$130,285.23
Trust	$3,333.34	$0.00	$500.00	$2,833.34
Activities	$58,086.48	$3,164.78	$5,090.05	$56,161.21
OPEB Trust Cash/Investments	$1,023,774.41	$5,985.57	-$1,538.19	$1,031,298.17
Totals	$4,832,166.89	$1,298,037.01	$3,538,668.37	$2,591,535.53

Bank Account Balances

MMDA	$119,271.00
MSDLAF+	$396,731.27
Payroll Checking	$430,798.47
MN Trust/PMA	$1,649.88
Woodland Savings	$956,009.46
Flex Benefit Cash	$28,966.27
Petty Cash	$1,260.00
OPEB Trust Investments	$1,040,816.95
Plus Outstanding Deposits	$0.00
Less Oustanding Checks	-$383,967.77

Adjusted Bank Account Balances	$2,591,535.53
Flex Benefit Cash	-$28,966.27
OPEB Trust Cash/Investments/Debt Service	-$1,031,298.17
Cash Available to Meet Current Liabilities	**$1,531,271.09**

Deer River ISD #317
Trial Balance Summary Report

Periods: 202211 To: 202211

Comp	L	Fd	Org	Pro	Crs	Fin	O/S	Ty	Account Description	Fin Code	Class	Sub Class	Starting Balance	Debits	Credits	Ending Balance
0317	B	01	101	000				F	Cash - MSDLAF+	B	100	00	1,185,299.19	904,694.05	543,337.27	1,546,655.97
0317	B	01	101	005				F	Cash - Flex Benefits Accour	B	100	00	29,511.30	0.00	545.03	28,966.27
0317	B	01	101	010				F	Cash - Woodland Bank	B	100	00	30,420.85	666,901.06	558,863.44	138,458.47
0317	B	01	101	020				F	Cash in Payroll	B	100	00	110,364.68	1,423,660.02	1,366,843.39	167,181.31
0317	B	01	101	030				F	Cash-MN Trust/PMA	B	100	00	1,694,932.32	1,053,012.18	1,973,014.92	774,929.58
0317	B	01	101	060				F	Cash - Woodland Savings	B	100	00	1,046,949.42	459,060.04	550,000.00	956,009.46
0317	B	01	102	000				F	Petty Cash	B	100	00	1,260.00	0.00	0.00	1,260.00
0317	B	02	101	000				F	Cash - MSDLAF+	B	100	00	(212,344.56)	1,589.69	74,191.91	(284,946.78)
0317	B	02	101	010				F	Cash - Woodland Bank	B	100	00	(54,827.78)	4,677.07	10,418.63	(60,569.34)
0317	B	02	101	020				F	Cash in Payroll	B	100	00	(60,772.10)	35,728.84	25,642.65	(50,685.91)
0317	B	02	101	030				F	Cash-MN PMA/Trust	B	100	00	586,978.27	74,659.28	10,386.83	651,250.72
0317	B	03	101	000				F	Cash - MSDLAF+	B	100	00	(1,934,220.77)	14,760.71	161,359.13	(2,080,819.19)
0317	B	03	101	010				F	Cash - Woodland Bank	B	100	00	(8,260.63)	0.00	824.48	(9,085.11)
0317	B	03	101	020				F	Cash in Payroll	B	100	00	(6,152.49)	2,137.24	2,131.82	(6,147.07)
0317	B	03	101	030				F	Cash-MN PMA Trust	B	100	00	37,125.32	0.00	824.48	36,300.84
0317	B	04	101	000				F	Cash - MSDLAF+	B	100	00	(241,544.97)	0.00	100.00	(241,644.97)
0317	B	04	101	010				F	Cash - Woodland Bank	B	100	00	(4,152.26)	1,595.90	1,397.05	(3,953.41)
0317	B	04	101	020				F	Cash in Payroll	B	100	00	(9,309.81)	2,655.97	2,647.52	(9,301.36)
0317	B	04	101	030				F	Cash-MN Trust/PMA	B	100	00	170,791.32	36,886.55	1,191.54	206,486.33
0317	B	05	101	000				F	Cash - MSDLAF+	B	100	00	(373,432.92)	0.00	9,520.47	(382,953.39)
0317	B	05	101	010				F	Cash - Woodland Bank	B	100	00	(6,434.84)	0.00	0.00	(6,434.84)
0317	B	07	101	000				F	Cash - MSDLAF+	B	100	00	1,787,154.42	10,163.28	0.00	1,797,317.70
0317	B	07	101	030				F	Cash-MN Trust/PMA	B	100	00	(15,853.17)	1,481,017.58	3,132,196.88	(1,667,032.47)
0317	B	08	101	000				F	Cash - MSDLAF+	B	100	00	1,333.34	0.00	500.00	833.34
0317	B	08	101	010				F	Cash - Woodland Bank	B	100	00	2,000.00	0.00	0.00	2,000.00
0317	B	11	101	000				F	Cash	B	100	00	43,766.86	46.67	4,315.30	39,498.23
0317	B	11	101	010				F	Cash	B	100	00	14,487.36	3,164.78	665.06	16,987.08
0317	B	11	101	020				F	Cash in payroll	B	100	00	(38.98)	270.08	270.08	(38.98)
0317	B	11	101	030				F	Cash-MN Trust/PMA	B	100	00	(128.76)	0.00	156.36	(285.12)
0317	B	25	101	000				F	Cash Revocable Trust	B	100	00	(70,298.94)	0.00	4,302.50	(74,601.44)
0317	B	25	101	010				F	Cash	B	100	00	59,097.09	5,985.57	0.00	65,082.66
0317	B	25	104	000				F	OPEB Investments-Revoca	B	100	00	1,034,976.26	5,840.69	0.00	1,040,816.95
									Report Total:				$4,838,675.02	$6,188,507.25	$8,435,646.74	$2,591,535.53

Deer River ISD #317

Receipt Listing Report with Detail by Deposit

Fund Summary

Fund	Total
01	$1,160,296.79
02	$79,322.25
04	$38,482.45
07	$10,785.17
11	$3,164.78
25	$5,985.57
Report Total	**$1,298,037.01**

Deer River ISD #317
Exp Summary - Fd, Pro
Period Ending May 31, 2022

Sequence: Fd, Pro

		Description	Revised22l Annual Budget	Period 202211	Year To Date	% YTD	Encumbrances	% YTD + Enc	Remaining Balance
01	General								
	010	Board of Education	38,173.00	12,086.97	40,302.74	106%	0.00	106%	(2,129.74)
	020	Superintendent	210,936.00	15,583.34	193,998.61	92%	0.00	92%	16,937.39
	050	School Adm	508,847.00	51,490.58	490,757.83	96%	261.34	96%	17,827.83
	105	General Administrative Support	196,042.00	17,819.36	86,650.90	44%	0.00	44%	109,391.10
	107	Strategic Planning	16,290.00	0.00	16,393.76	101%	0.00	101%	(103.76)
	108	Admin Technology Services	1,736.00	763.25	2,020.71	116%	0.00	116%	(284.71)
	110	Business Services	412,956.00	50,657.59	390,101.90	94%	0.00	94%	22,854.10
	130	Community Relations	10,661.00	0.00	10,658.95	100%	0.00	100%	2.05
	140	Data Processing	19,419.00	0.00	11,418.51	59%	0.00	59%	8,000.49
	150	Legal Services	2,000.00	0.00	7,956.50	398%	0.00	398%	(5,956.50)
	200	Voluntary Pre-Kindergarten	201,840.00	0.00	100,920.00	50%	0.00	50%	100,920.00
	201	Kindergarten	235,649.00	19,630.70	176,751.95	75%	0.00	75%	58,897.05
	203	Elementary Education	1,984,544.00	132,939.22	1,518,145.74	76%	10,985.19	77%	455,413.07
	204	Title Programs	30,656.00	1,795.54	30,539.60	100%	0.00	100%	116.40
	206	Safe & Drug Free Schools	17,427.00	0.00	0.00	0%	0.00	0%	17,427.00
	211	Secondary	815,851.00	370,498.22	789,153.30	97%	1,574.85	97%	25,122.85
	212	Art	81,644.00	6,465.94	59,329.17	73%	1,919.07	75%	20,395.76
	216	Title I	375,189.00	29,955.78	289,749.29	77%	0.00	77%	85,439.71
	218	Gifted and Talented	1,399.00	1,142.86	1,467.31	105%	0.00	105%	(68.31)
	219	English Learner	13,914.00	1,653.81	11,342.29	82%	0.00	82%	2,571.71
	220	English	314,184.00	15,631.99	235,087.07	75%	255.19	75%	78,841.74
	230	Foreign Language	103,107.00	8,389.75	77,736.94	75%	0.00	75%	25,370.06
	231	Ojibwe	67,052.00	5,013.34	50,299.04	75%	0.00	75%	16,752.96
	240	Health Physical Ed	253,812.00	20,808.58	189,224.24	75%	0.00	75%	64,587.76
	255	Industrial Education	84,678.00	8,150.60	61,914.40	73%	952.93	74%	21,810.67
	256	Mathematics	321,687.00	26,591.08	242,599.21	75%	0.00	75%	79,087.79
	257	Computer Instruction	38,219.00	(4,752.45)	25,891.35	68%	539.74	69%	11,787.91
	258	Music	254,813.00	21,940.30	193,698.86	76%	2,641.79	77%	58,472.35
	260	Science	247,286.00	10,261.86	183,306.81	74%	182.10	74%	63,797.09

Deer River ISD #317
Exp Summary - Fd, Pro
Period Ending May 31, 2022

Sequence: Fd, Pro

		Description	Revised22I Annual Budget	Period 202211	Year To Date	% YTD	Encumbrances	% YTD + Enc	Remaining Balance
01	General								
	270	Social Sciences	232,818.00	11,720.01	172,702.48	74%	0.00	74%	60,115.52
	275	Kindergarten Instruction	69,713.00	6,555.80	44,658.31	64%	0.00	64%	25,054.69
	276	Elementary Instruction	346,600.00	28,905.35	259,883.28	75%	0.00	75%	86,716.72
	280	Other Regular Inst	39,100.00	(780.65)	22,988.46	59%	1,482.50	63%	14,629.04
	291	Co-Curricular	24,401.00	7,340.62	22,999.99	94%	0.00	94%	1,401.01
	292	Boys/Girls Athletics	133,933.00	30,494.96	114,092.79	85%	86.50	85%	19,753.71
	294	Boys Athletics	141,847.00	33,321.00	141,912.99	100%	0.00	100%	(65.99)
	296	Girls Athletics	93,189.00	17,332.10	92,391.21	99%	0.00	99%	797.79
	298	Extra Curricular	5,185.00	1,333.29	2,555.18	49%	0.00	49%	2,629.82
	301	Agriculture Science	70,956.00	6,418.79	54,218.89	76%	1.40	76%	16,735.71
	361	Trade and Industrial	136,714.00	8,324.40	74,740.15	55%	7,399.98	60%	54,573.87
	380	Special Needs	5,317.00	606.01	5,108.66	96%	0.00	96%	208.34
	399	Career Pathways	30.00	0.00	1,034.88	3450%	0.00	3450%	(1,004.88)
	400	Special Ed - General (non-reim	61,983.00	35,273.90	54,224.52	87%	0.00	87%	7,758.48
	401	Speech Impaired	36,495.00	6,396.10	24,094.26	66%	0.00	66%	12,400.74
	402	DCD-MM	218,534.00	29,594.87	145,035.57	66%	101.77	66%	73,396.66
	403	Mental Imp-Mod/Sev	98,138.00	13,517.86	87,367.27	89%	0.00	89%	10,770.73
	404	Physically Impaired	163,525.00	12,159.96	63,992.98	39%	0.00	39%	99,532.02
	405	Deaf Hard of Hearing	3.00	0.00	4,430.06	147669%	0.00	147669%	(4,427.06)
	406	Visually Impaired	50,005.00	14,251.13	31,156.63	62%	0.00	62%	18,848.37
	407	Specific Learning Di	571,232.00	64,672.59	562,821.09	99%	93.93	99%	8,316.98
	408	Emotional Disorder	553,589.00	(5,052.48)	339,661.45	61%	109.61	61%	213,817.94
	410	Other Health Impairments	136,815.00	17,735.73	87,563.40	64%	0.00	64%	49,251.60
	411	Autistic Spectrum Disorders	133,845.00	20,653.88	70,210.12	52%	0.00	52%	63,634.88
	412	Developmentally Delayed (EC)	346,495.00	53,855.43	338,589.54	98%	127.32	98%	7,778.14
	414	Traumatic Brain Inj	0.00	(4,433.72)	2,399.33	0%	0.00	0%	(2,399.33)
	416	Severly Multiply Impaired	52,060.00	28,427.75	54,756.42	105%	0.00	105%	(2,696.42)
	420	Special Education	1,119,235.00	(71,816.13)	562,245.94	50%	0.00	50%	556,989.06
	421	School Psychologist	60,000.00	38,534.43	46,551.13	78%	0.00	78%	13,448.87

Deer River ISD #317
Exp Summary - Fd, Pro
Period Ending May 31, 2022

Sequence: Fd, Pro

		Description	Revised22l Annual Budget	Period 202211	Year To Date	% YTD	Encumbrances	% YTD + Enc	Remaining Balance
01		General							
	422	ADSIS	404,981.00	31,632.01	279,719.28	69%	0.00	69%	125,261.72
	605	Gen Inst Support	616,169.00	94,598.42	457,716.70	74%	2,345.18	75%	156,107.12
	610	Curriculum/Assessment	318,357.00	26,055.83	239,844.54	75%	0.00	75%	78,512.46
	620	Library Media Center	108,221.00	9,958.31	90,973.31	84%	699.90	85%	16,547.79
	630	Human Relations	113,116.00	6,411.88	74,990.57	66%	0.00	66%	38,125.43
	640	Staff Development	281,957.00	12,858.15	289,954.69	103%	0.00	103%	(7,997.69)
	680	Instruc-Related Technology	680,730.00	25,323.00	509,739.74	75%	42,791.20	81%	128,199.06
	710	Counseling-Guidance	153,376.00	12,464.35	114,619.78	75%	0.00	75%	38,756.22
	715	School Security	35,000.00	0.00	35,000.00	100%	0.00	100%	0.00
	720	Health Services	167,484.00	13,844.21	129,826.08	78%	767.22	78%	36,890.70
	740	Interventionist	89,748.00	0.00	0.00	0%	0.00	0%	89,748.00
	760	Pupil Transportation	2,917.00	150.00	2,917.15	100%	0.00	100%	(0.15)
	790	Other Pupil Support	464,161.00	37,542.40	353,174.78	76%	423.84	76%	110,562.38
	810	Plant Operations	1,203,504.00	113,421.44	1,134,034.28	94%	19,889.56	96%	49,580.16
	850	Capital Facilities	333,269.00	34,425.19	292,367.79	88%	147,160.00	132%	(106,258.79)
	940	Insurance	70,000.00	0.00	810.00	1%	0.00	1%	69,190.00
01		General	16,804,758.00	1,648,546.38	12,977,492.65	77%	242,792.11	79%	3,584,473.24
02		Food Service							
	770	Food Services	765,722.00	85,547.06	651,460.05	85%	2,760.45	85%	111,501.50
02		Food Service	765,722.00	85,547.06	651,460.05	85%	2,760.45	85%	111,501.50
03		Transportation							
	760	Pupil Transportation	994,251.00	148,977.38	898,839.49	90%	0.00	90%	95,411.51
03		Transportation	994,251.00	148,977.38	898,839.49	90%	0.00	90%	95,411.51
04		Community Service							
	505	Community Education	37,696.00	1,935.28	36,264.09	96%	0.00	96%	1,431.91
	570	School - Age Care	10,000.00	0.00	0.00	0%	0.00	0%	10,000.00
	580	Early Childhood Family Educ	54,587.00	0.00	28,393.00	52%	0.00	52%	26,194.00
	582	School Readiness	178,524.00	0.00	102,151.50	57%	0.00	57%	76,372.50
	585	YouthDevel/Servs/After School	23,684.00	753.31	23,943.94	101%	660.00	104%	(919.94)

Deer River ISD #317
Exp Summary - Fd, Pro
Period Ending May 31, 2022

Sequence: Fd, Pro

		Description	Revised22I Annual Budget	Period 202211	Year To Date	% YTD	Encumbrances	% YTD + Enc	Remaining Balance
04		Community Service							
	590	Other Community Programs	1,078.00	0.00	864.76	80%	0.00	80%	213.24
	591	Youth Service/Development	7,283.00	0.00	7,374.69	101%	92.92	103%	(184.61)
04		**Community Service**	312,852.00	2,688.59	198,991.98	64%	752.92	64%	113,107.10
05		Capital Expenditure							
	108	Admin Technology Services	6,320.00	0.00	6,320.40	100%	0.00	100%	(0.40)
	140	Data Processing	36,623.00	0.00	36,257.93	99%	0.00	99%	365.07
	203	Elementary Education	32,394.00	0.00	32,394.32	100%	32,329.99	200%	(32,330.31)
	211	Secondary	44,114.00	0.00	44,113.67	100%	37,204.01	184%	(37,203.68)
	292	Boys/Girls Athletics	6,528.00	6,528.00	6,528.00	100%	0.00	100%	0.00
	680	Instruc-Related Technology	89,948.00	0.00	89,949.38	100%	7,118.00	108%	(7,119.38)
	810	Plant Operations	1,894.00	0.00	1,894.38	100%	0.00	100%	(0.38)
	850	Capital Facilities	74,507.00	0.00	74,507.87	100%	26,424.00	135%	(26,424.87)
	865	LTFM <$100,000	47,337.00	2,992.47	47,336.50	100%	0.00	100%	0.50
05		**Capital Expenditure**	339,665.00	9,520.47	339,302.45	100%	103,076.00	130%	(102,713.45)
07		Debt Redemption							
	910	Debt Redemption	3,380,531.00	1,652,196.88	3,380,530.55	100%	0.00	100%	0.45
07		**Debt Redemption**	3,380,531.00	1,652,196.88	3,380,530.55	100%	0.00	100%	0.45
08		Trust Fund							
	960	Other Nonrecurring Items	2,500.00	500.00	1,750.00	70%	0.00	70%	750.00
08		**Trust Fund**	2,500.00	500.00	1,750.00	70%	0.00	70%	750.00
11		Student Activities							
	298	Extra Curricular	55,000.00	5,090.05	30,413.85	55%	2,689.40	60%	21,896.75
11		**Student Activities**	55,000.00	5,090.05	30,413.85	55%	2,689.40	60%	21,896.75
25		OPEB Revocable Trust							
	935	Post Employment Benefits	72,250.00	4,323.33	68,311.27	95%	0.00	95%	3,938.73
25		**OPEB Revocable Trust**	72,250.00	4,323.33	68,311.27	95%	0.00	95%	3,938.73
		Report Totals:	22,727,529.00	3,557,390.14	18,547,092.29	82%	352,070.88	83%	3,828,365.83

Electronic Fund Transfers for ISD #317

	Amount	Date	Initiated By
PMA to MSDLAF+	$600,000.00	5/4/2022	JD
PMA to MSDLAF+	$300,000.00	5/31/2022	JD
PMA to Woodland - Payroll	$600,000.00	5/31/2022	JD
PMA to Woodland - Savings	$459,000.00	5/31/2022	JD

Deer River ISD #317
Check Register by Bank and Check

Batch	Co	Bank	Pymt No	Check No	Pay Type	Grp	Code	Rcd	Vendor	Print	Recon	Void	Currency	Pmt/Void Date	Amount
	0317	2	48265	1334101991	Check	1	6170		WHITETAIL RUN GOLF COURSE	Yes	Yes	No	USD	05/03/2022	100.00
			48280	1334101992	Check	1	2954		ABILITY FURNACE	Yes	Yes	No	USD	05/03/2022	560.00
			48267	1334101993	Check	1	1063		ARROWHEAD LIBRARY SYSTEM	Yes	Yes	No	USD	05/03/2022	375.00
			48310	1334101994	Check	1	6025		AT&T MOBILITY	Yes	Yes	No	USD	05/03/2022	936.30
			48286	1334101995	Check	1	4082		BENHAM ELECTRIC INC	Yes	Yes	No	USD	05/03/2022	31,836.72
			48304	1334101996	Check	1	5604		BIX PRODUCE	Yes	Yes	No	USD	05/03/2022	4,094.74
			48313	1334101997	Check	1	6066		C&L DISTRIBUTING	Yes	Yes	No	USD	05/03/2022	137.60
			48266	1334101998	Check	1	07020		CITY OF DEER RIVER	Yes	Yes	No	USD	05/03/2022	1,974.38
			48302	1334101999	Check	1	5567	R1	CONSTELLATION ENERGY-GAS DIVI	Yes	Yes	No	USD	05/03/2022	10,400.94
			48270	1334102000	Check	1	10942		DEER RIVER LUMBER	Yes	Yes	No	USD	05/03/2022	577.49
			48269	1334102001	Check	1	10782		DEER RIVER TIRE & AUTO	Yes	No	No	USD	05/03/2022	353.80
			48268	1334102002	Check	1	1065		GRAINGER, INC	Yes	Yes	No	USD	05/03/2022	96.11
			48275	1334102003	Check	1	19222		HILLYARD / HUTCHINSON	Yes	Yes	No	USD	05/03/2022	3,068.22
			48309	1334102004	Check	1	5916		HUGHES, JOSIE	Yes	Yes	No	USD	05/03/2022	100.00
			48274	1334102005	Check	1	1915		ICC-BUSINESS OFFICE	Yes	Yes	No	USD	05/03/2022	3,328.05
			48284	1334102006	Check	1	3736		INFINITY ONLINE	Yes	Yes	No	USD	05/03/2022	1,580.00
			48307	1334102007	Check	1	5763		ISD 0097- MOOSE LAKE	Yes	Yes	No	USD	05/03/2022	150.00
			48276	1334102008	Check	1	21074		ISD 0118 NORTHLAND COMM SCHO(	Yes	Yes	No	USD	05/03/2022	38,534.43
			48283	1334102009	Check	1	3399		ISD 6070 - IASC	Yes	Yes	No	USD	05/03/2022	7,500.00
			48282	1334102010	Check	1	3330		ITASCA CO AUDITOR/TREAS	Yes	Yes	No	USD	05/03/2022	1,912.72
			48300	1334102011	Check	1	5380		KOZY-AM KMFY-FM	Yes	Yes	No	USD	05/03/2022	390.00
			48303	1334102012	Check	1	5577	R1	KRUEGER INTERNATIONAL INC	Yes	Yes	No	USD	05/03/2022	174.51
			48316	1334102013	Check	1	6100		LOFFLER COMPANIES INC	Yes	Yes	No	USD	05/03/2022	2,122.20
			48312	1334102014	Check	1	6063		METROPOLITAN MECHANICAL CONT	Yes	Yes	No	USD	05/03/2022	1,312.47
			48272	1334102015	Check	1	1517		MIDWEST TECHNOLOGY PRODUCTS	Yes	Yes	No	USD	05/03/2022	608.00
			48315	1334102016	Check	1	6099	R1	MMI-CCPR SCHOOL TECH REPAIR LI	Yes	Yes	No	USD	05/03/2022	2,594.38
			48287	1334102017	Check	1	4175		MN DEPT OF LABOR & INDUSTRY	Yes	Yes	No	USD	05/03/2022	100.00
			48297	1334102018	Check	1	5211	R1	NATIONAL FFA ORGANIZATION	Yes	Yes	No	USD	05/03/2022	309.50
			48271	1334102019	Check	1	1338		NORTHERN BUSINESS PRODUCTS	Yes	Yes	No	USD	05/03/2022	219.81
			48277	1334102020	Check	1	2610		NOR-TRAN INC	Yes	Yes	No	USD	05/03/2022	165,797.86
			48279	1334102021	Check	1	2930		OREILLY AUTOMOTIVE INC	Yes	Yes	No	USD	05/03/2022	25.81
			48278	1334102022	Check	1	2896		PAN-O-GOLD BAKING CO	Yes	Yes	No	USD	05/03/2022	1,115.97
			48296	1334102023	Check	1	5003	R1	PARTS TOWN	Yes	Yes	No	USD	05/03/2022	381.97
			48288	1334102024	Check	1	43022		PAUL BUNYAN RURAL TELEPHONE	Yes	Yes	No	USD	05/03/2022	867.17
			48289	1334102025	Check	1	43258	R1	PEPSI-COLA COMPANY	Yes	Yes	No	USD	05/03/2022	1,614.38
			48290	1334102026	Check	1	44170		POPPLERS MUSIC STORE	Yes	Yes	No	USD	05/03/2022	185.00
			48291	1334102027	Check	1	45790		RANGE PAPER CORPORATION	Yes	Yes	No	USD	05/03/2022	675.24
			48292	1334102028	Check	1	45794		RAPID PEST CONTROL	Yes	Yes	No	USD	05/03/2022	95.00
			48293	1334102029	Check	1	45845		RAPIDS WELDING SUPPLY	Yes	Yes	No	USD	05/03/2022	39.50
			48285	1334102030	Check	1	4019		RTS	Yes	Yes	No	USD	05/03/2022	156.47
			48311	1334102031	Check	1	6026		SACRED VISIONS PHOTOGRAPHY	Yes	Yes	No	USD	05/03/2022	615.00

Deer River ISD #317
Check Register by Bank and Check

Batch	Co	Bank	Pymt No	Check No	Pay Type	Grp	Code	Rcd	Vendor	Print	Recon	Void	Currency	Pmt/Void Date	Amount
	0317	2	48294	1334102032	Check	1	46375		SANDSTROM'S	Yes	Yes	No	USD	05/03/2022	3,380.98
			48299	1334102033	Check	1	5319		SCHMITT MUSIC	Yes	Yes	No	USD	05/03/2022	151.18
			48305	1334102034	Check	1	5615		SCOREVISION LLC	Yes	Yes	No	USD	05/03/2022	6,528.00
			48281	1334102035	Check	1	3272		SVL SERVICE CORPORATION	Yes	Yes	No	USD	05/03/2022	1,948.00
			48295	1334102036	Check	1	4829		TRI-STATE BOBCAT INC	Yes	Yes	No	USD	05/03/2022	2,453.80
			48308	1334102037	Check	1	5860		TYSON FOODS INC	Yes	Yes	No	USD	05/03/2022	389.28
			48298	1334102038	Check	1	52559		UPPER LAKES FOODS, INC	Yes	Yes	No	USD	05/03/2022	16,064.71
			48273	1334102039	Check	1	16430		US FOOD SERVICE	Yes	Yes	No	USD	05/03/2022	6,114.52
			48306	1334102040	Check	1	5631		VORT CORPORATION	Yes	Yes	No	USD	05/03/2022	55.00
			48317	1334102041	Check	1	6163		WENGER CORPORATION	Yes	Yes	No	USD	05/03/2022	15,563.52
			48314	1334102042	Check	1	6075		WILDER RESEARCH	Yes	Yes	No	USD	05/03/2022	12,500.00
			48301	1334102043	Check	1	54801	R1	XEROX CORP	Yes	Yes	No	USD	05/03/2022	2,699.46
			48318	1334102044	Check	1	52555		UPS	Yes	Yes	No	USD	05/03/2022	3.50
			48319	1334102045	Check	1	43022		PAUL BUNYAN RURAL TELEPHONE	Yes	Yes	No	USD	05/03/2022	50.98
			48328	1334102047	Check	1	6066		C&L DISTRIBUTING	Yes	Yes	No	USD	05/06/2022	438.60
			48320	1334102048	Check	1	1619		FRABONI WHOLESALE INC	Yes	Yes	No	USD	05/06/2022	8,324.45
			48324	1334102049	Check	1	4596		GUNDERSON, TROY	Yes	Yes	No	USD	05/06/2022	85.00
			48323	1334102050	Check	1	2981		HEADWATERS SCIENCE CENTER	Yes	Yes	No	USD	05/06/2022	200.00
			48321	1334102051	Check	1	19222		HILLYARD / HUTCHINSON	Yes	Yes	No	USD	05/06/2022	442.19
			48329	1334102052	Check	1	6112	R1	HUNT ELECTRIC CORPORATION	Yes	Yes	No	USD	05/06/2022	98.00
			48327	1334102053	Check	1	4896		ISD 0182 - CROSBY IRONTON	Yes	Yes	No	USD	05/06/2022	150.00
			48322	1334102054	Check	1	2745		OTT, ROB	Yes	Yes	No	USD	05/06/2022	96.70
			48325	1334102055	Check	1	46375		SANDSTROM'S	Yes	Yes	No	USD	05/06/2022	1,305.76
			48326	1334102056	Check	1	4829		TRI-STATE BOBCAT INC	Yes	Yes	No	USD	05/06/2022	952.22
			48331	1334102057	Check	1	01460		AMERICAN DISPOSAL	Yes	Yes	No	USD	05/11/2022	1,712.90
			48356	1334102058	Check	1	6174		ANDERSON, RANDY	Yes	Yes	No	USD	05/11/2022	85.00
			48332	1334102059	Check	1	02816	R1	APPLE COMPUTER INC	Yes	Yes	No	USD	05/11/2022	230,600.25
			48341	1334102060	Check	1	4178		BLUE CROSS BLUE SHIELD OF MN	Yes	Yes	No	USD	05/11/2022	2,522.50
			48333	1334102061	Check	1	10942		DEER RIVER LUMBER	Yes	Yes	No	USD	05/11/2022	946.66
			48348	1334102062	Check	1	5408		DJV INC	Yes	No	No	USD	05/11/2022	250.00
			48342	1334102063	Check	1	4510		FARGO PUBLIC SCHOOL DISTRICT	Yes	Yes	No	USD	05/11/2022	533.76
			48355	1334102064	Check	1	6173		FISH, DAVID	Yes	Yes	No	USD	05/11/2022	207.85
			48343	1334102065	Check	1	4596		GUNDERSON, TROY	Yes	Yes	No	USD	05/11/2022	425.00
			48339	1334102066	Check	1	3333		HYINK, GRETCHEN	Yes	Yes	No	USD	05/11/2022	442.55
			48340	1334102067	Check	1	3736		INFINITY ONLINE	Yes	Yes	No	USD	05/11/2022	790.00
			48334	1334102068	Check	1	21500		ISD 0318 - GRAND RAPIDS	Yes	Yes	No	USD	05/11/2022	442.76
			48344	1334102069	Check	1	4666		KARICH, BRIAN	Yes	Yes	No	USD	05/11/2022	392.65
			48349	1334102070	Check	1	5831		KING, BILL	Yes	Yes	No	USD	05/11/2022	340.00
			48352	1334102071	Check	1	6100		LOFFLER COMPANIES INC	Yes	Yes	No	USD	05/11/2022	318.00
			48336	1334102072	Check	1	2994	R1	MN ENERGY RESOURCES	Yes	Yes	No	USD	05/11/2022	2,550.74
			48335	1334102073	Check	1	28900		MN POWER & LIGHT CO	Yes	Yes	No	USD	05/11/2022	12,496.17

Deer River ISD #317
Check Register by Bank and Check

Batch	Co	Bank	Pymt No	Check No	Pay Type	Grp	Code	Rcd	Vendor	Print	Recon	Void	Currency	Pmt/Void Date	Amount
	0317	2	48354	1334102074	Check	1	6172		MORRISON, TY	Yes	No	No	USD	05/11/2022	500.00
			48345	1334102075	Check	1	4925		NATIONAL ENERGY CONTROL CORF	Yes	Yes	No	USD	05/11/2022	640.47
			48357	1334102076	Check	1	6175		RUTLEDGE, BILL	Yes	Yes	No	USD	05/11/2022	154.35
			48347	1334102077	Check	1	5319		SCHMITT MUSIC	Yes	Yes	No	USD	05/11/2022	23.39
			48337	1334102078	Check	1	3255		SCHULTZ, BRIAN	Yes	Yes	No	USD	05/11/2022	90.00
			48350	1334102079	Check	1	5847		SCHULTZ, TODD	Yes	Yes	No	USD	05/11/2022	1,744.60
			48351	1334102080	Check	1	6027		SHAW FLORISTS	Yes	Yes	No	USD	05/11/2022	53.55
			48353	1334102081	Check	1	6108		SIGN CONTRACTORS LLC	Yes	Yes	No	USD	05/11/2022	175.00
			48338	1334102082	Check	1	3272		SVL SERVICE CORPORATION	Yes	Yes	No	USD	05/11/2022	2,865.06
			48346	1334102083	Check	1	4988		TROPHIES PLUS	Yes	Yes	No	USD	05/11/2022	35.00
			48358	1334102084	Check	1	6140		ZAMORA JR., JOHN	Yes	Yes	No	USD	05/16/2022	2,858.78
			48359	1334102085	Check	1	01460		AMERICAN DISPOSAL	Yes	Yes	No	USD	05/17/2022	1,712.90
			48360	1334102086	Check	1	4975	R1	FRONTLINE TECHNOLOGIES	Yes	Yes	No	USD	05/17/2022	2,200.00
			48361	1334102087	Check	1	5438	R1	SHRED-IT	Yes	Yes	No	USD	05/17/2022	182.53
			48362	1334102088	Check	1	3606		GREENWOOD GOLF COURSE	Yes	Yes	No	USD	05/18/2022	80.00
			48363	1334102089	Check	1	4037		SCHIMEK, BRENT	Yes	Yes	No	USD	05/18/2022	1,260.00
			48376	1334102090	Check	1	4484		ALL STAR TROPHY & AWARDS INC	Yes	Yes	No	USD	05/18/2022	258.00
			48373	1334102091	Check	1	4090		FAIRMONT AWARDS	Yes	No	No	USD	05/18/2022	133.45
			48366	1334102092	Check	1	19222		HILLYARD / HUTCHINSON	Yes	Yes	No	USD	05/18/2022	1,183.80
			48371	1334102093	Check	1	3333		HYINK, GRETCHEN	Yes	Yes	No	USD	05/18/2022	85.00
			48367	1334102094	Check	1	21050		ISD 0115 - CASS LAKE	Yes	No	No	USD	05/18/2022	150.00
			48368	1334102095	Check	1	24000		JURVELIN HARDWARE	Yes	Yes	No	USD	05/18/2022	357.42
			48383	1334102096	Check	1	6178		MAAE	Yes	No	No	USD	05/18/2022	512.00
			48378	1334102097	Check	1	5094		MEDICAREBLUE RX	Yes	Yes	No	USD	05/18/2022	1,780.00
			48372	1334102098	Check	1	40600		NESC	Yes	Yes	No	USD	05/18/2022	1,680.00
			48364	1334102099	Check	1	14200		NORTHERN STAR COOPERATIVE SE	Yes	Yes	No	USD	05/18/2022	907.17
			48369	1334102100	Check	1	2896		PAN-O-GOLD BAKING CO	Yes	Yes	No	USD	05/18/2022	322.02
			48374	1334102101	Check	1	44170		POPPLERS MUSIC STORE	Yes	No	No	USD	05/18/2022	63.00
			48377	1334102102	Check	1	45575		QUALITY REFRIGERATION & HEATIN	Yes	No	No	USD	05/18/2022	350.75
			48384	1334102103	Check	1	6179		ROCK RIDGE GOLF BOOSTER CLUB	Yes	No	No	USD	05/18/2022	150.00
			48379	1334102104	Check	1	5319		SCHMITT MUSIC	Yes	Yes	No	USD	05/18/2022	4,110.00
			48370	1334102106	Check	1	3083		STAINIGER, GREG	Yes	Yes	No	USD	05/18/2022	149.35
			48365	1334102107	Check	1	16430		US FOOD SERVICE	Yes	Yes	No	USD	05/18/2022	3,348.56
			48380	1334102108	Check	1	53207		WAL-MART STORE #1609	Yes	Yes	No	USD	05/18/2022	500.00
			48382	1334102109	Check	1	5972		WHITE, NINGOZIS	Yes	No	No	USD	05/18/2022	2,500.00
			48381	1334102110	Check	1	54801	R1	XEROX CORP	Yes	Yes	No	USD	05/18/2022	1,884.94
			48401	1334102111	Check	1	5567	R1	CONSTELLATION ENERGY-GAS DIVI	Yes	Yes	No	USD	05/20/2022	8,737.82
			48399	1334102112	Check	1	4901		ISD 2711 - MESABI EAST	Yes	No	No	USD	05/20/2022	200.00
			48400	1334102113	Check	1	5031		NORTH HOMES INC	Yes	Yes	No	USD	05/20/2022	34,409.52
			48398	1334102114	Check	1	47068	R1	SECTION 7 COMMITTEE	Yes	No	No	USD	05/20/2022	200.00
			48402	1334102115	Check	1	4037		SCHIMEK, BRENT	Yes	Yes	No	USD	05/24/2022	5,000.00

Deer River ISD #317
Check Register by Bank and Check

Batch	Co	Bank	Pymt No	Check No	Pay Type	Grp	Code	Rcd	Vendor	Print	Recon	Void	Currency	Pmt/Void Date	Amount
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			48403	1334102117	Check	1	02816		APPLE COMPUTER INC	Yes	Yes	No	USD	05/25/2022	2,796.00
			48404	1334102118	Check	1	02954		ARCC	Yes	No	No	USD	05/25/2022	300.00
			48405	1334102119	Check	1	1063		ARROWHEAD LIBRARY SYSTEM	Yes	No	No	USD	05/25/2022	375.00
			48415	1334102120	Check	1	6025		AT&T MOBILITY	Yes	No	No	USD	05/25/2022	50.04
			48412	1334102121	Check	1	5178		BENHAM, DAMON	Yes	Yes	No	USD	05/25/2022	90.00
			48414	1334102122	Check	1	5544		CHIMENTO, JOHN	Yes	No	No	USD	05/25/2022	162.55
			48408	1334102123	Check	1	3322		FIDELDY, BRYAN	Yes	No	No	USD	05/25/2022	102.55
			48420	1334102124	Check	1	6183		FONDURALIA, JOHN	Yes	No	No	USD	05/25/2022	363.81
			48406	1334102125	Check	1	16275		GEBHART, SAM	Yes	No	No	USD	05/25/2022	107.55
			48409	1334102126	Check	1	3333		HYINK, GRETCHEN	Yes	Yes	No	USD	05/25/2022	85.00
			48413	1334102127	Check	1	5516		JOHNSON, RODNEY JR	Yes	No	No	USD	05/25/2022	100.00
			48419	1334102128	Check	1	6182		KING, KADEN	Yes	No	No	USD	05/25/2022	100.00
			48416	1334102129	Check	1	6150		LIEN, NOAH	Yes	Yes	No	USD	05/25/2022	100.00
			48407	1334102130	Check	1	2745		OTT, ROB	Yes	No	No	USD	05/25/2022	145.00
			48418	1334102131	Check	1	6181		RICKER, SAM	Yes	No	No	USD	05/25/2022	255.00
			48417	1334102132	Check	1	6156		SECTION 7A	Yes	No	No	USD	05/25/2022	400.00
			48410	1334102133	Check	1	4570		WHITE, PETER	Yes	No	No	USD	05/25/2022	100.00
			48421	1334102134	Check	1	6066		C&L DISTRIBUTING	Yes	No	No	USD	05/25/2022	129.00
			48437	1334102135	Check	1	6176		COLD SPRING CO-OP	Yes	No	No	USD	05/26/2022	1,705.77
			48422	1334102136	Check	1	1065		GRAINGER, INC	Yes	No	No	USD	05/26/2022	31.46
			48424	1334102137	Check	1	21500		ISD 0318 - GRAND RAPIDS	Yes	No	No	USD	05/26/2022	55.00
			48426	1334102138	Check	1	28824		MASBO	Yes	No	No	USD	05/26/2022	110.00
			48425	1334102139	Check	1	2610		NOR-TRAN INC	Yes	No	No	USD	05/26/2022	27,693.78
			48428	1334102140	Check	1	43258	R1	PEPSI-COLA COMPANY	Yes	No	No	USD	05/26/2022	962.70
			48429	1334102141	Check	1	45794		RAPID PEST CONTROL	Yes	No	No	USD	05/26/2022	95.00
			48435	1334102142	Check	1	5306		RAPIDS PRINTING	Yes	No	No	USD	05/26/2022	417.00
			48430	1334102143	Check	1	46375		SANDSTROM'S	Yes	No	No	USD	05/26/2022	2,858.08
			48427	1334102144	Check	1	3272		SVL SERVICE CORPORATION	Yes	No	No	USD	05/26/2022	282.52
			48432	1334102145	Check	1	50657		TEACHERS DISCOVERY	Yes	No	No	USD	05/26/2022	577.98
			48434	1334102146	Check	1	52559		UPPER LAKES FOODS, INC	Yes	No	No	USD	05/26/2022	14,611.00
			48433	1334102147	Check	1	52555		UPS	Yes	Yes	No	USD	05/26/2022	47.49
			48423	1334102148	Check	1	16430		US FOOD SERVICE	Yes	Yes	No	USD	05/26/2022	6,792.96
			48436	1334102149	Check	1	6084		USI INSURANCE SERVICES LLC	Yes	No	No	USD	05/26/2022	10,293.00
			48431	1334102150	Check	1	5019		VALLEYFAIR AMUSEMENT	Yes	No	No	USD	05/26/2022	962.00
			48438	1334102151	Check	1	07020		CITY OF DEER RIVER	Yes	No	No	USD	05/26/2022	2,039.46
									Bank Total: 2						$781,178.51
									Report Total:						$781,178.51

DEER RIVER SCHOOLS
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BAGOSENDAM · MINWAANIGOZI · GASHKITOON

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

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

Consent Agenda

June 2022

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

- Appointments:
  - Adrianne Carstensen, Fourth Grade Teacher – Effective Fall 2022
  - Casey Grossell, High School Social Studies Teacher – Effective Fall 2022
  - Nicholas Farber, High School Math Teacher – Effective Fall 2022
  - Kellie Humber, High School Social Studies Teacher – Effective Fall 2022
  - Tami Limberg, High School Science Teacher -Effective Fall 2022
  - Justin Irvine, Custodian – Effective May 26, 2022
  - Jamaal Baird, Student Summer Custodian -Effective May 25, 2022
  - Hannah Brandanger, English/Language Arts – Effective Fall 2022
  - Brooklyn Hoshal, Summer School Camp Counselor – Effective June 13, 2022
  - Teona Bebeau, Summer School Camp Counselor- Effective June 13, 2022
  - Patrick Rendle – Superintendent- Effective July 1, 2022

- Resignations:
  - Talitha Mostad, High School Language Arts Teacher – Effective June 3, 2022
  - Tiffany Moskal, High School Mathematics Teacher – Effective June 3, 2022
  - Mark Drotts, High School Science Teacher- Effective June 3, 2022
  - Lauren Rabbit – High School Paraprofessional – Effective May 11, 2022
  - Darla King, Custodian- Effective May 19, 20222
  - Maureen Morrow, Junior Class Advisor – Effective June 3, 2022
  - Matt Carlstrom, Boys and Girls Head Track Coach – Effective Spring 2022
  - Amanda Fairbanks, Assistant Track & Field Coach- Effective Spring 2022

- Extended Contracts for approval:
  - Hannah Eckblad, 20 day extended contract
  - Simon Wilson, 8 day extended contract
  - Lael Storlie, 8 day extended contract

    - Benjamin Maxa, 5 day extended contract
    - Kim Dolensek, 5 day extended contract

- Approve at will contract renewals:
    - Gerald White, .75 Anishinaabe Education Coordinator – Effective September 1, 2022
    - Lauren Rabbit, Anishinaabe Academic Tutor – Effective May 12, 2022
    - Kayleen Monacelli, Community Education and "Out of School" Programmer- Effective July 1, 2022
    - Amie Hanson, Business Manager Assistant – Effective July 1, 2022

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King Elementary School
504 5th St. SE
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Deer River, MN 56636
"King Pride"

Memorandum

To: Deer River School Board

CC: Mandy Windorski

From: Jennifer Stefan

Date: April 29, 2022

Re: Recommendation for Teacher Hire

On April 21, 2022, an interview team interviewed candidates for open teaching positions available at King Elementary for the 2022-2023 school year. After discussing the strengths and qualities of the candidates at length, I would like to recommend Adrianne Carstensen for a fourth grade teaching position.

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"King Pride"

Memorandum

To: Deer River School Board

CC: Mandy Windorski

From: Joseph Akre

Date: 5/10/2022

Re: High School Social Studies Position

On 5/10/22, an interview committee consisting of, Lael Storlie, Ara Anderson, Dr. Smith and I interviewed two candidates for the Social Studies position available at Deer River Schools for the 2022/23 school year. After discussing the strengths and qualities of the candidates at length with the committee, I would like to recommend Ms. Casey Grossell for the position.

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"King Pride"

Memorandum

To: Deer River School Board

CC: Mandy Windorski

From: Joseph Akre

Date: 5/10/2022

Re: Recommendation for High School Math position

On 5/19/17, an interview committee consisting of, Dale Marleau and I interviewed two candidates for the High School Math position available at Deer River Schools for the 2022/23 school year. After discussing the strengths and qualities of the candidates at length with the committee, I would like to recommend Mr. Nicholas Farber for the position.

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King Elementary School
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PO Box 307
Deer River, MN 56636
"King Pride"

Memorandum

To: Deer River School Board

CC: Mandy Windorski

From: Joseph Akre

Date: 5/18/2022

Re: Recommendation for Social Studies Teacher

On 5/12/22, an interview committee consisting of, Lael Storlie, Dr. Smith and I interviewed two candidates for the two social studies position available at Deer River Schools for the 2022/23 school year. After discussing the strengths and qualities of the candidates at length with the committee, I would like to recommend Ms. Kellie Humble for the position.

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King Elementary School
504 5th St. SE
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Deer River, MN 56636
"King Pride"

Memorandum

To: Deer River School Board

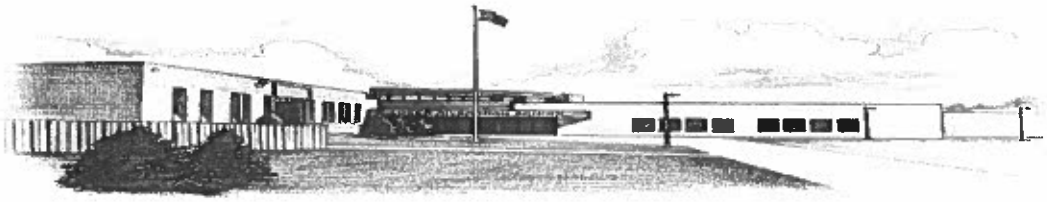
CC: Mandy Windorski

From: Joseph Akre

Date: 5/31/2022

Re: Recommendation for Science position, High School

On 5/10/2022, an interview committee consisting of, Ara Anderson and I interviewed two candidates for the science position available at Deer River Schools for the 2022/23 school year. After discussing the strengths and qualities of the candidates at length with the committee, I would like to recommend Mrs. Tami Limberg for the position.



Deer River High School
ISD #317
101 1st Avenue NE
Deer River, MN 56636

Brent Schimek
Activities Director/Dean

bschimek@isd317.org
Phone: 218-246-3410

Memorandum

To: Deer River School Board

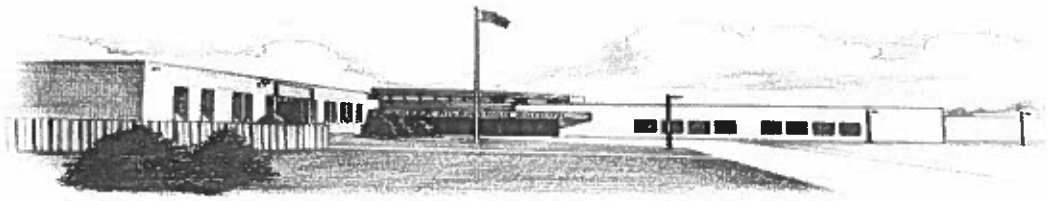
CC: Mandy Windorski

From: Brent Schimek

Date May 26, 2022

Re: Recommendation for Custodial

I would like to recommend Justin Irvine for custodial position



Deer River High School
ISD #317
101 1st Avenue NE
Deer River, MN 56636

Brent Schimek
Activities Director/Dean

bschimek@isd317.org
Phone: 218-246-3410

Memorandum

To: Deer River School Board

CC: Mandy Windorski

From: Brent Schimek

Date May 26, 2022

Re: Recommendation for Custodial

I would like to recommend Jamaal Baird for summer student custodial position

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bagosendam. minawaznigozi. gashkitoon.

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

Memorandum

To: Deer River School Board

CC: Mandy Windorski

From: Ara Anderson

Date: 5/25/2022

Re: Recommendation for Hire: Hannah Brandanger, English Language Arts

On 5/23/2022, an interview committee consisting of Joe Akre, Phill Hermal, Delana Smith, and I interviewed a candidate for the English Language Arts position available at Deer River Schools for the 2022-23 school year. After discussing the strengths and qualities of the candidates at length with the committee, I would like to recommend Hannah Brandanger for the position.

DEER RIVER SCHOOLS

Mandy Windorski <mwindorski@isd317.org>

Recommendation

1 message

Deanna Hron <dhron@isd317.org> Tue, Jun 7, 2022 at 2:54 PM
To: Mandy Windorski <mwindorski@isd317.org>

To Whom it May Concern,

Kayleen Monacelli and I interviewed and reviewed candidates for the summer school camp counselor positions.

We would recommend hiring Teona Bebeau and Brooklyn Hoshel for the positions.

Respectfully,

Deanna Hron

Sent from my iPhone

Talitha Mostad

17645 N Highbanks Rd NE, Deer River MN 56636 (218)244-5014
tali_plate@hotmail.com

May 16, 2022

Joe Akre
Principal
Deer River High School
101 1st Ave NE
Deer River, MN 56636

Dear Mr. Akre:

Please accept this letter as notice of my resignation as English Language Arts teacher at Deer River High School effective at the end of my 2021/2022 contract. I would like to thank you and the entire staff here at DRHS for the opportunity to work in a place that has always been held close to my heart.

Sincerely,



Talitha Mostad

Tiffany Moskal

51498 State Highway 38, Bigfork, MN 56628 847-858-8263 tiffanyellis09@gmail.com

May 11, 2022

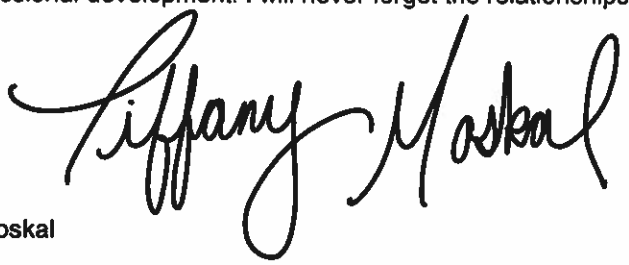
Joe Akre
Principal
Deer River High School
101 1st Ave NE
Deer River, Minnesota 56636

Dr Mr. Akre,

Please accept this letter as notice of my resignation from my position as a Math Teacher at Deer River High School effective at the end of my 2021/2022 contract. After much thought and consideration, I have decided not to return for the 2022/2023 school year.

I would like to thank you and the rest of the staff at Deer River High School for the support that I have received throughout my time here. I have enjoyed working as a part of this team, and appreciate the opportunities that I have had for personal and professional development. I will never forget the relationships I have built with all staff and students.

Sincerely,



Tiffany Moskal

May 23, 2022

To Whom It May Concern:

I am writing this letter to inform you that I will be resigning my science teaching position at the end of the 2021-2022 school year.



Mark Drotts

Dave,
sorry I no longer can physical do this job
here are the keys Thanks for everything

Darlene Thompson

Dave,
sorry I no longer can physical do this job
here are the keys Thanks for everything

Darlene Thompson

DEER RIVER SCHOOLS

Joe Akre <jakre@isd317.org>

Resignation

1 message

Lauren Rabbit <lrabbit@isd317.org> Thu, May 12, 2022 at 6:16 PM
To: Joe Akre <jakre@isd317.org>, Mandy Windorski <mwindorski@isd317.org>

To whom it may concern,
Please accept this as my resignation notice of my current position as a paraprofessional at the Deer River High School.

Thank you,
Lauren Rabbit

5/13/2022

DEER RIVER SCHOOLS

Mandy Windorski <mwindorski@isd317.org>

Letter of resignation

1 message

Maureen Morrow <mmorrow@isd317.org>
To: Mandy Windorski <mwindorski@isd317.org>

Tue, May 17, 2022 at 2:10 PM

Please accept this note as my resignation as Junior Class Advisor.
Thank you.
Maureen Morrow

DEER RIVER SCHOOLS

Mandy Windorski <mwindorski@isd317.org>

Fwd: Resignation

Brent Schimek <bschimek@isd317.org>
To: Mandy Windorski <mwindorski@isd317.org>

Wed, May 11, 2022 at 6:58 AM

---------- Forwarded message ---------
From: **Matt Carlstrom** <mcarlstrom@isd317.org>
Date: Tue, May 10, 2022 at 9:51 PM
Subject: Resignation
To: Joe Akre <jakre@isd317.org>, Brent Schimek <bschimek@isd317.org>

Mr. Akre and Mr. Schimek,

I will be resigning as head Boys and Girls Track and Field Coach, effective the end of this season.

5/10/2022

Sincerely,

Matt Carlstrom

--
Have a Great Day!
Mino giizhigad
HOPE. HAPPINESS. SUCCESS.
bagosendam. minawaanigozi. gashkitoon.

M

Matt Carlstrom
Every Student, Every Day
Deer River High School
Social Studies Dept. Chair
DREA E.C/Negotiator
DRHS Union Building Rep
Head Coach: Track
H.S. Leadership Team
218 246-8241 ext 60263
Minnesota Council for the Social Studies (MCSS) Board
MAGE Steering Committee
Agent For Change

Serva pugna bonum proelium

bonum lassus
#mnlead

--

Brent Schimek
Act. Director/ Dean of Students
Head Football
Deer River High School
218.246.3410

DEER RIVER SCHOOLS
EVERY CHILD EVERY DAY

Mandy Windorski <mwindorski@isd317.org>

Fwd: Track

1 message

Brent Schimek <bschimek@isd317.org> Wed, Jun 1, 2022 at 1:53 PM
To: Mandy Windorski <mwindorski@isd317.org>

ASST Track

Need a posting

---------- Forwarded message ---------
From: **Amanda Fairbanks** <afairbanks@isd317.org>
Date: Wed, Jun 1, 2022 at 1:51 PM
Subject: Track
To: Brent Schimek <bschimek@isd317.org>

Hi Brent, This will be my last year of coaching track.

Thank you, Amand

--

Brent Schimek
Act. Director/ Dean of Students
Head Football
Deer River High School
218.246.3410

TEACHER CONTRACT FOR MINNESOTA PUBLIC SCHOOL DISTRICTS

The School Board of Independent School District No. 0317 of the State of Minnesota, Deer River, Minnesota, enters into this contract, pursuant to M.S. 122A.40, as amended, with Hannah Eckblad, a legally qualified licensed teacher who agrees to teach in the public schools of said District as Ag Science Instructor for the school year 2022 to 2023.

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

1. Basic Services: Said teacher shall faithfully perform the services prescribed by the School Board, or its designated representative(s), whether or not such services are specifically described in this contract, abide by the rules and regulations as established by the School Board and the State of Minnesota, and any additions or amendments thereto, for the annual salary indicated below, and agrees to teach for the School District as assigned in such grades or subjects for which the teacher has the necessary license.
2. Duration: This contract is subject to the provisions of M.S. 122A.40, as amended, and to all laws, rules, and regulations of the State of Minnesota relevant to qualification, licensure, employment, termination, and discharge of teachers for cause. Thereafter, this contract shall remain in full force and effect except if modified by mutual consent of the School Board and the teacher or unless terminated as provided by law, or by written resignation pursuant to M.S. 122A.40.
3. Duty Year: The teacher's duty year and vacation days shall be as adopted by the School Board, and the teacher agrees to teach on those legal holidays on which the School Board is authorized to conduct school if the School Board so determines.
   In the event a duty day is lost due to any emergency, the teacher agrees to perform duties on such other day in lieu thereof as determined by the School Board.
4. Additional Services: The School Board, or its designated representative(s), may assign the teacher to extra-curricular, co-curricular, or other assignments, subject to established compensation for such services which exceed the services authorized in paragraph 1. Said extra-curricular, co-curricular, or other assignments may be described in paragraph 6 of this contract or by letter of assignment, together with a recitation of the compensation, if any, to be paid for said assignment. The School Board, or its designated representative(s), may make any additions or amendments during the duty year as shall be necessary. Said extra-curricular, co-curricular, or other assignments and compensation, if any, for such assignment shall not become a part of the teacher's continuing contract rights unless the words, "continuing contract," are recorded immediately following the assignment.
5. Reference: This contract shall be subject to the agreement between the School District and the exclusive representative, if any, and the provisions of the Public Employment Labor Relations Act, as amended.
6. Special Provisions: (Insert here any other contractual provisions).

   In addition, said teacher agrees to perform the following additional services for the additional salary indicated.

Additional Service	Additional Compensation
1. 20 day extended contract.....	$ 5,187.00
2.	$ .....
3.	$ .....

7. In consideration thereof, the School Board agrees to pay said teacher the following annual salary:

$_____	For basic services (BS Step 4 ; based on 2021-2023 DREA Master Agreement
$_____	For additional services as set forth in paragraph 6
$5,187.00	Total salary, exclusive of fringe benefits based on 2021-2023 DREA Master Agreement

Such salary shall be paid as authorized and in such installments during the term of the year as may be determined by appropriate School Board regulation. This contract shall be effective only after it has been authorized by the School Board in appropriate action, recorded in its minutes, and executed by the parties.

IN WITNESS THEREOF, I have subscribed my signature this 23 day of May, 2022

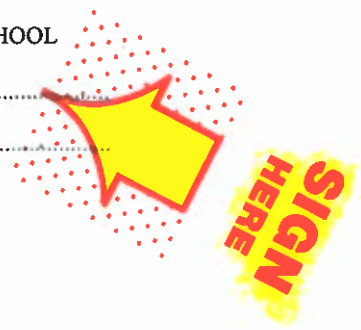
Teacher .....

IN WITNESS THEREOF, we have subscribed our signatures this 14th day of June, 2021

INDEPENDENT SCHOOL DISTRICT NO. 0317 – DEER RIVER SCHOOL

Chairperson .....

Clerk .....



TEACHER CONTRACT FOR MINNESOTA PUBLIC SCHOOL DISTRICTS

The School Board of Independent School District No. 0317 of the State of Minnesota, Deer River, Minnesota, enters into this contract, pursuant to M.S. 122A.40, as amended, with Simon Wilson, a legally qualified licensed teacher who agrees to teach in the public schools of said District as School Counselor for the school year 2022 to 2023.

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

1. Basic Services: Said teacher shall faithfully perform the services prescribed by the School Board, or its designated representative(s), whether or not such services are specifically described in this contract, abide by the rules and regulations as established by the School Board and the State of Minnesota, and any additions or amendments thereto, for the annual salary indicated below, and agrees to teach for the School District as assigned in such grades or subjects for which the teacher has the necessary license.
2. Duration: This contract is subject to the provisions of M.S. 122A.40, as amended, and to all laws, rules, and regulations of the State of Minnesota relevant to qualification, licensure, employment, termination, and discharge of teachers for cause. Thereafter, this contract shall remain in full force and effect except if modified by mutual consent of the School Board and the teacher or unless terminated as provided by law, or by written resignation pursuant to M.S. 122A.40.
3. Duty Year: The teacher's duty year and vacation days shall be as adopted by the School Board, and the teacher agrees to teach on those legal holidays on which the School Board is authorized to conduct school if the School Board so determines.
   In the event a duty day is lost due to any emergency, the teacher agrees to perform duties on such other day in lieu thereof as determined by the School Board.
4. Additional Services: The School Board, or its designated representative(s), may assign the teacher to extra-curricular, co-curricular, or other assignments, subject to established compensation for such services which exceed the services authorized in paragraph 1. Said extra-curricular, co-curricular, or other assignments may be described in paragraph 6 of this contract or by letter of assignment, together with a recitation of the compensation, if any, to be paid for said assignment. The School Board, or its designated representative(s), may make any additions or amendments during the duty year as shall be necessary. Said extra-curricular, co-curricular, or other assignments and compensation, if any, for such assignment shall not become a part of the teacher's continuing contract rights unless the words, "continuing contract," are recorded immediately following the assignment.
5. Reference: This contract shall be subject to the agreement between the School District and the exclusive representative, if any, and the provisions of the Public Employment Labor Relations Act, as amended.
6. Special Provisions: (Insert here any other contractual provisions).

In addition, said teacher agrees to perform the following additional services for the additional salary indicated.

Additional Service	Additional Compensation
1. 8 day extended contract.....	$ 1,975.68
2.	$ .....
3.	$ .....

7. In consideration thereof, the School Board agrees to pay said teacher the following annual salary:

$_____	For basic services **(BS+10, Step 2;** based on 2021-2023 DREA Master Agreement
$_____	For additional services as set forth in paragraph 6
$1,975.68	Total salary, exclusive of fringe benefits based on 2021-2023 DREA Master Agreement

Such salary shall be paid as authorized and in such installments during the term of the year as may be determined by appropriate School Board regulation. This contract shall be effective only after it has been authorized by the School Board in appropriate action, recorded in its minutes, and executed by the parties.

IN WITNESS THEREOF, I have subscribed my signature this 1 day of June, 2022

Teacher ..... Simon Wilson .....

IN WITNESS THEREOF, we have subscribed our signatures this 14th day of June, 2021

INDEPENDENT SCHOOL DISTRICT NO. 0317 – DEER RIVER SCHOOL

Chairperson .....

Clerk .....



TEACHER CONTRACT FOR MINNESOTA PUBLIC SCHOOL DISTRICTS

The School Board of Independent School District No. 0317 of the State of Minnesota, Deer River, Minnesota, enters into this contract, pursuant to M.S. 122A.40, as amended, with Lael Storlie, a legally qualified licensed teacher who agrees to teach in the public schools of said District as School Counselor for the school year 2022 to 2023.

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

1. Basic Services: Said teacher shall faithfully perform the services prescribed by the School Board, or its designated representative(s), whether or not such services are specifically described in this contract, abide by the rules and regulations as established by the School Board and the State of Minnesota, and any additions or amendments thereto, for the annual salary indicated below, and agrees to teach for the School District as assigned in such grades or subjects for which the teacher has the necessary license.
2. Duration: This contract is subject to the provisions of M.S. 122A.40, as amended, and to all laws, rules, and regulations of the State of Minnesota relevant to qualification, licensure, employment, termination, and discharge of teachers for cause. Thereafter, this contract shall remain in full force and effect except if modified by mutual consent of the School Board and the teacher or unless terminated as provided by law, or by written resignation pursuant to M.S. 122A.40.
3. Duty Year: The teacher's duty year and vacation days shall be as adopted by the School Board, and the teacher agrees to teach on those legal holidays on which the School Board is authorized to conduct school if the School Board so determines.
   In the event a duty day is lost due to any emergency, the teacher agrees to perform duties on such other day in lieu thereof as determined by the School Board.
4. Additional Services: The School Board, or its designated representative(s), may assign the teacher to extra-curricular, co-curricular, or other assignments, subject to established compensation for such services which exceed the services authorized in paragraph 1. Said extra-curricular, co-curricular, or other assignments may be described in paragraph 6 of this contract or by letter of assignment, together with a recitation of the compensation, if any, to be paid for said assignment. The School Board, or its designated representative(s), may make any additions or amendments during the duty year as shall be necessary. Said extra-curricular, co-curricular, or other assignments and compensation, if any, for such assignment shall not become a part of the teacher's continuing contract rights unless the words, "continuing contract," are recorded immediately following the assignment.
5. Reference: This contract shall be subject to the agreement between the School District and the exclusive representative, if any, and the provisions of the Public Employment Labor Relations Act, as amended.
6. Special Provisions: (Insert here any other contractual provisions).

   In addition, said teacher agrees to perform the following additional services for the additional salary indicated.

Additional Service	Additional Compensation
1. 8 day extended contract.	$ 2,984.80
2.	$
3.	$

7. In consideration thereof, the School Board agrees to pay said teacher the following annual salary:

$ _____	For basic services **(MS+30, Step 8;** based on 2021-2023 DREA Master Agreement
$ _____	For additional services as set forth in paragraph 6
$ 2,984.80	Total salary, exclusive of fringe benefits based on 2021-2023 DREA Master Agreement

Such salary shall be paid as authorized and in such installments during the term of the year as may be determined by appropriate School Board regulation. This contract shall be effective only after it has been authorized by the School Board in appropriate action, recorded in its minutes, and executed by the parties.

IN WITNESS THEREOF, I have subscribed my signature this 23rd day of May, 2022

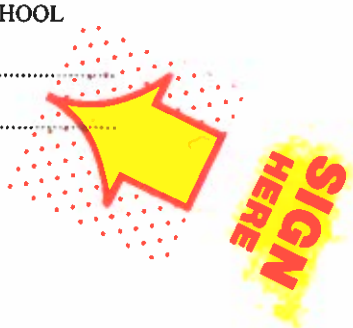
Teacher .....

IN WITNESS THEREOF, we have subscribed our signatures this 14th day of June, 2021

INDEPENDENT SCHOOL DISTRICT NO. 0317 – DEER RIVER SCHOOL

Chairperson .....

Clerk .....



TEACHER CONTRACT FOR MINNESOTA
PUBLIC SCHOOL DISTRICTS

The School Board of Independent School District No. 0317 of the State of Minnesota, Deer River, Minnesota, enters into this contract, pursuant to M.S. 122A.40, as amended, with Benjamin Maxa, a legally qualified licensed teacher who agrees to teach in the public schools of said District as Dean of Students for the school year 2022 to 2023.

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

1. Basic Services: Said teacher shall faithfully perform the services prescribed by the School Board, or its designated representative(s), whether or not such services are specifically described in this contract, abide by the rules and regulations as established by the School Board and the State of Minnesota, and any additions or amendments thereto, for the annual salary indicated below, and agrees to teach for the School District as assigned in such grades or subjects for which the teacher has the necessary license.
2. Duration: This contract is subject to the provisions of M.S. 122A.40, as amended, and to all laws, rules, and regulations of the State of Minnesota relevant to qualification, licensure, employment, termination, and discharge of teachers for cause. Thereafter, this contract shall remain in full force and effect except if modified by mutual consent of the School Board and the teacher or unless terminated as provided by law, or by written resignation pursuant to M.S. 122A.40.
3. Duty Year: The teacher's duty year and vacation days shall be as adopted by the School Board, and the teacher agrees to teach on those legal holidays on which the School Board is authorized to conduct school if the School Board so determines.
   In the event a duty day is lost due to any emergency, the teacher agrees to perform duties on such other day in lieu thereof as determined by the School Board.
4. Additional Services: The School Board, or its designated representative(s), may assign the teacher to extra-curricular, co-curricular, or other assignments, subject to established compensation for such services which exceed the services authorized in paragraph 1. Said extra-curricular, co-curricular, or other assignments may be described in paragraph 6 of this contract or by letter of assignment, together with a recitation of the compensation, if any, to be paid for said assignment. The School Board, or its designated representative(s), may make any additions or amendments during the duty year as shall be necessary. Said extra-curricular, co-curricular, or other assignments and compensation, if any, for such assignment shall not become a part of the teacher's continuing contract rights unless the words, "continuing contract," are recorded immediately following the assignment.
5. Reference: This contract shall be subject to the agreement between the School District and the exclusive representative, if any, and the provisions of the Public Employment Labor Relations Act, as amended.
6. Special Provisions: (Insert here any other contractual provisions).

   In addition, said teacher agrees to perform the following additional services for the additional salary indicated.

Additional Service	Additional Compensation
1. 5 day extended contract.....	$ 1,827.70
2.	$ .....
3.	$ .....

7. In consideration thereof, the School Board agrees to pay said teacher the following annual salary:

$_____	For basic services **(BS, Step 11;** based on 2021-2023 DREA Master Agreement
$_____	For additional services as set forth in paragraph 6
$ 1,827.70	Total salary, exclusive of fringe benefits based on 2021-2023 DREA Master Agreement

Such salary shall be paid as authorized and in such installments during the term of the year as may be determined by appropriate School Board regulation. This contract shall be effective only after it has been authorized by the School Board in appropriate action, recorded in its minutes, and executed by the parties.

IN WITNESS THEREOF, I have subscribed my signature this 23 day of May, 2022

Teacher .....

IN WITNESS THEREOF, we have subscribed our signatures this ___ day of June, 2022.

INDEPENDENT SCHOOL DISTRICT NO. 0317 – DEER RIVER SCHOOL

Chairperson .....

Clerk .....



TEACHER CONTRACT FOR MINNESOTA PUBLIC SCHOOL DISTRICTS

The School Board of Independent School District No. 0317 of the State of Minnesota, Deer River, Minnesota, enters into this contract, pursuant to M.S. 122A.40, as amended, with Kim Dolensek a legally qualified licensed teacher who agrees to teach in the public schools of said District as MTSS Coordinator for the school year 2022 to 2023.

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

1. Basic Services: Said teacher shall faithfully perform the services prescribed by the School Board, or its designated representative(s), whether or not such services are specifically described in this contract, abide by the rules and regulations as established by the School Board and the State of Minnesota, and any additions or amendments thereto, for the annual salary indicated below, and agrees to teach for the School District as assigned in such grades or subjects for which the teacher has the necessary license.
2. Duration: This contract is subject to the provisions of M.S. 122A.40, as amended, and to all laws, rules, and regulations of the State of Minnesota relevant to qualification, licensure, employment, termination, and discharge of teachers for cause. Thereafter, this contract shall remain in full force and effect except if modified by mutual consent of the School Board and the teacher or unless terminated as provided by law, or by written resignation pursuant to M.S. 122A.40.
3. Duty Year: The teacher's duty year and vacation days shall be as adopted by the School Board, and the teacher agrees to teach on those legal holidays on which the School Board is authorized to conduct school if the School Board so determines.
   In the event a duty day is lost due to any emergency, the teacher agrees to perform duties on such other day in lieu thereof as determined by the School Board.
4. Additional Services: The School Board, or its designated representative(s), may assign the teacher to extra-curricular, co-curricular, or other assignments, subject to established compensation for such services which exceed the services authorized in paragraph 1. Said extra-curricular, co-curricular, or other assignments may be described in paragraph 6 of this contract or by letter of assignment, together with a recitation of the compensation, if any, to be paid for said assignment. The School Board, or its designated representative(s), may make any additions or amendments during the duty year as shall be necessary. Said extra-curricular, co-curricular, or other assignments and compensation, if any, for such assignment shall not become a part of the teacher's continuing contract rights unless the words, "continuing contract," are recorded immediately following the assignment.
5. Reference: This contract shall be subject to the agreement between the School District and the exclusive representative, if any, and the provisions of the Public Employment Labor Relations Act, as amended.
6. Special Provisions: (Insert here any other contractual provisions).

   In addition, said teacher agrees to perform the following additional services for the additional salary indicated.

Additional Service	Additional Compensation
1. 5 day extended contract.....	$ 2,282.40
2.	$ .....
3.	$ .....

7. In consideration thereof, the School Board agrees to pay said teacher the following annual salary:
   $_____ For basic services **(BS+40, Step 12;** based on 2021-2023 DREA Master Agreement
   $_____ For additional services as set forth in paragraph 6
   $ 2,282.40 Total salary, exclusive of fringe benefits based on 2021-2023 DREA Master Agreement

Such salary shall be paid as authorized and in such installments during the term of the year as may be determined by appropriate School Board regulation. This contract shall be effective only after it has been authorized by the School Board in appropriate action, recorded in its minutes, and executed by the parties.

IN WITNESS THEREOF, I have subscribed my signature this 24th day of May, 2022

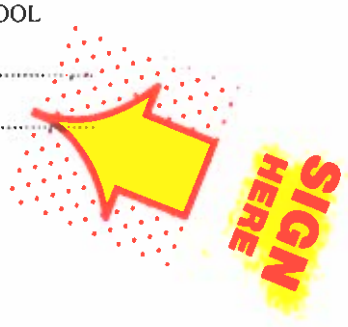
Teacher ..... Kim Dolensek .....

IN WITNESS THEREOF, we have subscribed our signatures this ____day of June, 2022

INDEPENDENT SCHOOL DISTRICT NO. 0317 – DEER RIVER SCHOOL

Chairperson .....

Clerk .....



The total salary paid to employee for **Anishinaabe Education Coordinator** duties and teaching duties shall be: $49,521.00 for the 2022-2023 school year and $50,511.75 for the 2023-2024 school year.

IN WITNESS THEREOF, I have subscribed my signature this 24 day of May 2022.

Gerald White

Gerald White
Anishinaabe Education Director

IN WITNESS THEREOF, we have subscribed our signatures this ____day of ____ 2022.

School Board Chairperson

School Board Clerk



CONTRACT FOR INDIAN EDUCATION COORDINATOR
INDEPENDENT SCHOOL DISTRICT NO. 317
DEER RIVER, MINNESOTA
September 1, 2022– June 30, 2024

The School Board of Independent School District #317, Deer River, Minnesota enters into this Agreement with **GERALD WHITE**, who agrees to perform the duties of **Anishinaabe Education Coordinator (.75 FTE)** (hereinafter "Employee") in the public schools of the district commencing September 1, 2022 – June 30, 2024.

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

- **Basic Services**

  Said EMPLOYEE shall faithfully perform the services prescribed by the School Board whether or not such services are specifically described in this contract or in general job description, abide by the rules, regulations and policies as established by the School Board, the State Board of Education and the Federal rules and Regulations of the Title IX Program and any addition or amendments thereto, for the annual salary indicated below.

- **Duty Year**

  The duty year shall be 138.75 days.

- **Insurance**

  Life Insurance: Life insurance for the EMPLOYEE combined with life insurance earned from contracted teaching time shall not exceed $61.20 per contract year.

  Long-term Disability Insurance: The School District will pay the premium for long-term disability under the existing group insurance plan.

- **Other Benefits**

  Tax-sheltered Annuities:
  The EMPLOYEE will be eligible to participate in tax-sheltered annuity plan as established pursuant to U.S. Public Law 87.370, M.S. 123.35, subd. 12, and the School District policy.

  403B Matching Contributions:
  Independent School District #317 will contribute annually an amount equal to the amount contributed by the eligible employee to the 403b plan not to exceed $2,000.00. 403b Matching Contributions for the EMPLOYEE combined with 403b Matching Contributions earned from contracted teaching time shall not exceed $2,000 per contract year.

- **Expenses**

  Expenses shall be paid according to School District policy when the EMPLOYEE is required to attend meetings outside of the District.

V. **Other Benefits**

1. *Tax-sheltered Annuities:* The ACADEMIC TUTOR will be eligible to participate in the tax-sheltered annuity plan as established pursuant to U.S. Public Law 87.370, M.S. 123.35, subd. 12 and the School District policy.

2. *403(b) Matching Contributions:* After completing five (5) years of service with Independent School District 317, the School District will contribute annually an amount equal to the amount contributed by the ACADEMIC TUTOR to the 403(b) plan not to exceed $550.00 per contract year.

3. *Expenses:* Expenses shall be paid according to School District policy when the ACADEMIC TUTOR is required to attend meetings outside of the district.

VI. **Salary**

The salary for the remainder of the 2021-2022 School Year shall be:
$20.86 per hour.

The salary for the 2022-2023 School Year shall be:
$21.28 x 7 hours per day x 171 days = $25,469.00
The ACADEMIC TUTOR shall be paid twice a month, in 24 equal installments.

VII. **Termination During the Term**

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

IN WITNESS THEREOF, I have subscribed my signature this 12 day of May, 2022.

Lauren Rabbit

Lauren Rabbit
ACADEMIC TUTOR

IN WITNESS THEREOF, on behalf of the School District, we have subscribed our signatures this _____ day of _____, 2022.

_____
Chairperson

_____
Clerk



CONTRACT FOR INDIAN EDUCATION TUTOR
INDEPENDENT SCHOOL DISTRICT NO. 317
DEER RIVER, MINNESOTA

The School Board of Independent School District #317, Deer River, Minnesota enters into this agreement with **Lauren Rabbit** who agrees to provide services as an ACADEMIC TUTOR in the public school for the remainder of the 2021-2022 school year and the 2022-2023 school year.

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

I. **Basic Services**

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

II. **Duty Year**

The duty year shall be 171 days (student scheduled days). The ACADEMIC TUTOR shall work 7 hours per day, Monday through Friday on student days.

III. **Leaves**

1. *Sick leave:* The ACADEMIC TUTOR shall earn one (1) day of sick leave per month of service accrued at the end of each month. Unused sick leave may accumulate to a maximum of 130 days. Use of sick leave must be reported on the Aesop absence reporting system.

2. *Personal leave:* The ACADEMIC TUTOR may be granted three (3) day of personal leave per contract year by prior approval of the Superintendent if the ACADEMIC TUTOR requires time off to attend to matters requiring his/her attention that cannot be taken care of outside the normal work day. Personal leave will be accrued to the ACADEMIC TUTOR at the start of the contract year. Use of personal leave must be reported on the Aesop absence reporting system.

IV. **Insurance**

1. *Health Insurance:* The School District will pay up to $545.00 per month toward the monthly premium cost for single group health coverage (plus $125.00 per month VEBA contribution), and $900.00 toward the monthly premium cost for family group health coverage (plus $175.00 per month VEBA contribution).

2. *Dental Insurance:* The School District will pay $40.00 per month toward the monthly premium cost for single or family group dental coverage.

3. *Life Insurance:* The School District will pay the premium, not to exceed $61.00 per year, for $25,000 term life insurance coverage under the existing group life insurance plan.

4. *Long-term Disability Insurance:* The School District will pay the premium for long- term disability insurance under the existing group insurance plan.

CONTRACT

BY AND BETWEEN INDEPENDENT

SCHOOL DISTRICT #317
DEER RIVER, MINNESOTA AND

SUPERINTENDENT

May 1, 2022 - June 30, 2023 or effective retirement date

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ARTICLE I
PURPOSE

The School Board of Independent School District No. 317, Deer River, Minnesota enters into this agreement with Dr. Jeff Pesta, a legally qualified and licensed Superintendent, who agrees to perform the duties of Superintendent of schools of the School District.

The School District and the Superintendent agree as follows:

ARTICLE II
APPLICABLE STATUTE

This contract is entered into pursuant to and in conformity with Minn. Stat. Sec.123B.143 which is incorporated herein and made a part hereof by this reference.

ARTICLE III
LICENSURE

The Superintendent shall furnish and maintain throughout the life of this contract a valid and appropriate license to act as Superintendent in the State of Minnesota as provided by applicable state laws, rules and regulations. Failure to do so can and will result in immediate termination for cause.

ARTICLE IV
DURATION, EXPIRATION, TERMINATION AND MUTUAL CONSENT

1. Duration.

   This contract is for a term of three (3) years commencing July 1, 2020 and ending June 30, 2023. It shall remain in full force and effect unless modified by mutual consent of the School Board and the Superintendent in written form, or unless terminated as provided herein.

2. Subsequent Contract.

   a. Notice by Superintendent:

      The notice provisions of this contract shall obligate the School Board only if no later than September 1st immediately prior to the expiration of this contract the Superintendent provides written notice to each member of the School Board calling to the attention of members of the School Board the notice requirements as contained in this section of the Superintendent's contract; provided that if the Superintendent provides this notice after September 1st, the November 1st and December 31st deadlines in subparagraphs b. and e. shall be extended by the same number of days that the Superintendent's notice is delayed beyond September 1st.

   b. Preliminary Notice--School Board:

      In the event the School Board is contemplating not offering the Superintendent a subsequent contract, the School Board shall give preliminary written notice of such intent not to offer a subsequent contract no later than November 1st immediately preceding the date of expiration of this contract. Failure to give such notice is not a material breach of this contract and is merely an expression of desire and intent of the parties. This contract is governed by the provisions of Article II which governs any extensions.

c. Request for Meeting:
Within ten calendar (10) days after receipt of an intent not to renew as provided in Paragraph b hereof, the Superintendent may request, in writing, a meeting with the School Board to discuss its intentions, the reasons therefore, and ways in which any concerns of the School Board might be addressed by the parties.

d. Meeting Between the Parties:
Upon receipt of such request, the School Board shall within fifteen (15) calendar days hold a meeting with the Superintendent.

e. Final Action--School Board:
The School Board shall delay taking final action on a subsequent contract for at least seven (7) calendar days after the meeting between the parties. However, the School Board shall take final action on a subsequent contract no later than December 31st and shall notify the Superintendent of such action in writing.

Effect:
The timeline provided herein is intended to provide both the School Board and the Superintendent with an appropriate process to address the subsequent contract issue and is not intended to bind both parties. This process is intended as a guideline which the parties agree to follow, but failure to do so shall not be considered as a material breach of this contract. The timeline provided herein may be extended or modified by written agreement.

f. Expiration.
This contract shall automatically expire at the end of the term specified in Section I hereof. At the conclusion of its term, neither party shall have any further claim against the other, and the School District's employment of the Superintendent shall cease, unless a subsequent contract is entered into in accordance with M.S. § 123B.143

4. Termination during the Term
The Superintendent's employment may be subject to termination during the term of this contract pursuant to the grounds set forth in Minn. Stat. Sec. 122A.40, subdivisions 9 or 13., but except for purposes of describing grounds for discharge, the provisions of M.S. I 22A.40 shall not be applicable. If the School Board proposes to terminate the Superintendent during the term of this Contract for cause as described in M.S. 122A.40, Subd. 9. Or Subd. 13., it shall notify the Superintendent in writing of the proposed ground for termination. The Superintendent shall be entitled to a hearing before an arbitrator provided the Superintendent makes such a request in writing to the School Board Chair within fifteen (15) calendar days after receipt of the written notice of the proposed termination. In such event, the parties shall jointly petition the Minnesota Bureau of Mediation Services (BMS) for a list of five (5) arbitrators. The arbitrator shall be selected by parties through the striking process as provided by BMS rules. The arbitrator shall conduct a hearing under arbitration procedure rules and issue a written decision. The decision of the arbitrator shall be final and binding on the parties, subject to judicial review of arbitration decisions as provided by law. The Superintendent may be suspended with pay pending final determination by the arbitrator. If the Superintendent fails to request a hearing as provided in this section withing the fifteen (15)-day calendar period, he/she shall be deemed to have acquiesced to the School Board's proposed action, and the proposed action shall become final on such date as determined by the School Board, and the Superintendent shall have no further claim or recourse.

5. Mutual Consent.

This contract may be terminated at any time by the parties by mutual consent of the Board and the Superintendent.

6. Assignment of duties

The Board may assign or sell superintendent duties or services during the term of this contract to another Minnesota school district.

ARTICLE V
DUTIES

The Superintendent shall have charge of the administration of the schools under the direction of the School Board. The Superintendent shall be the chief executive officer of the School Board; shall direct and assign teachers and other employees of the schools under the Superintendent's supervision; shall organize, reorganize and arrange the administrative and supervisory staff, including instruction and business affairs, as best serves the school district subject to the approval of the School Board; shall select all personnel subject to the approval of the School Board; shall from time to time suggest policies, regulations, rules and procedures deemed necessary for the School District, and in general perform all duties incident to the office of the Superintendent and such other duties as may be prescribed by the School Board from time to time. The Superintendent shall abide by the policies, regulations, rules and procedures established by the School Board and the State Board of Education. The Superintendent shall have the right to attend all School Board meetings and all School Board and citizen committee meetings, serve as an ex-officio member of the School Board and all School Board committees and provide administrative recommendations on each item of business considered by each of these groups.

ARTICLE VI
DUTY YEAR AND LEAVES

1. Basic Work Year.

The Superintendent's duty year shall be for the entire 12-month contract year as provided herein and the Superintendent shall perform services on those legal holidays on which the School District is authorized to conduct school if the School Board so determines. The Superintendent shall be on duty during any emergency, natural or unnatural, unless otherwise excused in accordance with School Board administrative policy. For purposes of computing the Superintendent's daily rate of pay, the number of duty days each year shall be 260.

2. Vacation.

The Superintendent shall earn 25 working days of annual paid vacation during FY2021, FY2022, and FY2023. Any unused vacation at the end of FY2022 will be carried forward to the date of voluntary termination of this revised agreement.

3. Holidays.
The Superintendent shall be entitled to the following 12 paid holidays each contract year as designated by the School Board:

New Year's Day
President's Day (when school is not in session)
Good Friday
Easter Monday (when school is not in session)
Memorial Day Fourth of July
Labor Day
Thanksgiving
Friday after Thanksgiving (when school is not in session)
Day before Christmas
Christmas
Day after Christmas

4. Sick Leave.
The Superintendent shall earn paid sick leave at the rate of 12 days for each contract year, which may be accumulated to a maximum of 140 days.

5. Emergency Leave.
The Superintendent may be granted paid emergency leave during the contract year at the direction of the School Board.

6. Bereavement Leave.
The Superintendent shall be granted bereavement leave for a death within the Superintendent's immediate or close family. The time utilized shall be in a reasonable amount and shall be determined after conferring with the School Board Chair.

7. Disability.
If the Superintendent is unable to perform regular duties because of personal illness or disability and has exhausted all accumulated sick leave, the School District shall provide additional paid sick leave at a salary equal to 60 percent of the Superintendent's regular salary until the expiration of the waiting period for long term disability insurance.

8. Medical Leave.
a. The Superintendent and School District agree to incorporate by reference and be bound by the provisions of M.S. 122A.40, Subd. 12 relating to suspension and leave of absence for health reasons unless otherwise agreed to by the parties in written form.

b. If the Superintendent is unable to perform regular duties because of personal illness or disability and has exhausted all sick leave credit available or has become eligible for long term disability compensation and has not been suspended or placed on leave of absence pursuant to M.S. 122A.40, Subd. 12, the Superintendent shall, upon request, be granted a medical leave of absence, without pay, up to one year in duration. The School Board may, in its discretion, extend such a leave upon written request. A request for medical leave of absence or extension thereof pursuant to this section shall be accompanied by a written statement from a physician outlining the condition of health and estimated time at which the Superintendent is expected to be able to resume normal responsibilities. The Superintendent when on medical leave of absence is eligible to continue to participate in group insurance programs as permitted under the insurance policy provisions, but the Superintendent shall pay the entire premium for such programs as the Superintendent wishes to retain commencing with the beginning of the leave. If medical leave of at least one full year is granted pursuant

to this section, the Superintendent voluntarily waives any right to a leave of absence to which the Superintendent might otherwise be entitled pursuant to M.S. 122A.40, Subd. 12.

ARTICLE VII
INSURANCE

I. Health and Hospitalization and Dental.

The School District shall provide the Superintendent and Superintendent's dependents with health and hospitalization under one of the School District's High Deductible group plans.

During FY2021, up to $1,450.00 per month will be paid by the district towards the monthly premium. The district will contribute $550.00 per month to the health reimbursement account during FY2021.

During FY2022, up to $1,450.00 per month will be paid by the district towards the monthly premium. The district will contribute $550.00 per month to the health reimbursement account during FY2021.

During FY2023, up to $1,500.00 per month will be paid by the district towards the monthly premium. The district will contribute $600.00 per month to the health reimbursement account during FY2023.

The superintendent if qualified for Teachers' Retirement Association shall, after all district contributions have ceased, be allowed to remain in the District's health and hospitalization insurance plan at his/her own expense pursuant to state and federal law.

In the event that the terms of this agreement result in fines to the district under the Affordable Care Act, the district and Superintendent will re-open negotiations in good faith to avoid said fines to the district.

Subd. A.

The VEBA Plan and Trust is comprised of two documents, as follows:

I) The Minnesota Service Cooperatives Employee Benefits Trust Agreement, dated June 30, 2002, by and among participating Minnesota Service Cooperatives, on behalf of itself and its Participant Members as described below, and Wells Fargo Bank Minnesota, N.A. Trustee

2) The Public Employee Insurance Program VEBA Plan.

It is intended that the VEBA Plan and Trust constitute a Voluntary Employees' Beneficiary Association under Section 50 I (c)(9) of the Internal Revenue Code

Subd. B.

The welfare benefit arrangement provided by the Employer shall be the Health Reimbursement Arrangement for Active Employees, the terms of which are governed by the Public Employee Insurance Program VEBA Plan.

Dental insurance coverage shall be provided with a benefit of up to $115.00 per month for FY2021, FY2022, and in FY2023.

2. Life Insurance.

The School District shall provide a group term life insurance plan providing $100,000 of coverage for the Superintendent, payable to the Superintendent's named beneficiary, at the expense of the School District not to exceed $310.00 per year.

3. Long Term Disability Insurance.
The School District shall provide, at the School District expense, long term disability coverage for the Superintendent in the School District's group plan.

4. Liability Insurance.
The School District shall provide, at School District expense, liability insurance naming the Superintendent as an insured, along with the School District, in an amount not less than that which is required by law for the School District.

5. Claims Against the School District.
The eligibility of the Superintendent, or the Superintendent's dependents or beneficiary, for insurance benefits shall be governed by the terms of the insurance policies purchased by the School District pursuant to this section. It is understood that the School District's only obligation is to purchase the insurance policies described herein, and no claim shall be made against the School District as a result of denial by an insurer of insurance benefits if the School District has purchased the policies and paid the premiums described herein.

ARTICLE VIII
OTHER BENEFITS

I. Tax Sheltered Annuities.
The Superintendent will be eligible to participate in a tax-sheltered annuity plan through payroll deduction established pursuant to Section 403(b) of the Internal Revenue Code of 1986, Minnesota Statutes, Section 123B.02, Subd. 15, and School District policy, and as otherwise provided by law.

a. The district will provide a matching contribution of: 0-
3 years: $5,000.00 per year
4-6 years: $6,000.00 per year.
b. Minimum contributions from the Superintendent of $3,000 in FY2021, FY2022 and FY2023 will be required to receive the maximum match.
c. The plan is subject to the rules of deduction established pursuant to Section 403(b) of the Internal Revenue Code of 1986, Minnesota Statutes, Section I 23B.02, Subd. 15, and School District policy, and as otherwise provided by law.

2. Conferences and Meetings.
The School District shall pay all legally valid expenses and fees for the Superintendent's attendance at professional conferences, to include the 2020 National Superintendent Certification Cohort in Rochester, Minnesota and meetings with other educational agencies when attendance thereof is required, directed, or permitted by the School Board. The Superintendent shall periodically report to the School Board relative to all meetings and conferences attended. The Superintendent shall file itemized expense statements to be processed and approved as provided by law.

3. Auto and Home Damage.
All claims for damage as a result of employment with Independent School District #317 will be reimbursed the cost of the property deductibility not to exceed the deductible amount of the insurance policy or $1,000, whichever is less.

4. Expense Reimbursements for Required Training/Education.
Educational and Training costs will be reimbursed for all expenses incurred due to the requirements of the Superintendent licensure.

ARTICLE IX
SALARY

The Superintendent shall be paid an annual salary of $145,000 for services provided July 1, 2020, to June 30, 2021 and an annual salary of $158,334 for services provided July 1, 2021 to June 30, 2022 (including the additional responsibilities of providing logistical and administrative support services to the Board, district communications, and COVID coordinator while those positions went unfilled), and an annual salary of $148,000 for services provided July 1, 2022 through effective retirement date.

ARTICLE X
OTHER PROVISIONS

1. Outside Activities.
While the Superintendent shall devote full time and due diligence to the affairs and the activities of the School District, the Superintendent may serve as a consultant to other School Districts or educational agencies, lecture, engage in writing and speaking activities, and engage in other activities if such activities do not impede the Superintendent's ability to perform the duties of the Superintendency. The Superintendent shall not engage in other employment, consultant service or other activity for which a salary, fee, or honorarium is paid without the prior approval of the School Board.

2. Dues.
The Superintendent is encouraged to belong to and participate in appropriate professional educational and civic organizations where such membership will serve the best interests of the School District. Accordingly, the School District will pay such professional organization membership dues as are required, directed, or permitted, by the School Board. The Superintendent shall present appropriate statements for approval as provided by law.

3. Medical Examination.
The Superintendent shall have a comprehensive medical examination not less than once every three years. A summary document from the physician certifying the fitness of the Superintendent to perform the duties of the position shall be provided to the School Board chair. The cost of said examination not covered by the insurance program of the School District shall be paid by the School District.

4. Other Applicable Provisions.

   a. Computer Hardware and Software
   The district shall provide a laptop for district use while away from the office. In the event of his termination of employment, the equipment and software will be returned to the district in working order. An annual review of laptop contents will be conducted by the Technology Coordinator to ensure the laptop was/is used for district purposes only.

b. Cell Phone
The Superintendent shall be eligible to participate in the school district cell phone plan pursuant to School Board Policy.

c. Vehicle Expense
The Superintendent may utilize a school vehicle at School District expense or be compensated for authorized us of his/her private vehicle, according to district policy while on school business.

d. Superintendent Evaluation
A formal evaluation shall be conducted on or about April 1st of each year. The MSBA evaluation model will be utilized. Failure to do the evaluation shall not be considered a material breach of contract and shall only be considered as desired and intended by the parties. The Parties agree to waive this requirement and make the Fiscal Year 2022 evaluation optional for the Board.

5. Career Increments.
Annual Career Increments will be added to the Superintendent's salary based on service as the District's Superintendent according to the following schedule:

In years 6-9	$2,000.00 per year
In years 10-14	$5,000.00 per year
In year 15 and beyond	$7,000.00 per year

ARTICLE XI
SEVERABILITY

If any provision of this contract is held to be invalid by operation of law the remainder of the contract shall not be affected thereby and shall remain in full force and effect.

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

IN WITNESS WHEREOF, I have subscribed my signature this 13th day of June, 2022.

Superintendent

IN WITNESS WHEREOF, I have subscribed my signature this 13th day of June, 2022.

School Board Chairperson



AGREEMENT
Between
INDEPENDENT SCHOOL DISTRICT #317
and
COMMUNITY EDUCATION AND OUT OF SCHOOL PROGRAMMER
July 1, 2022 – June 30, 2024

The School Board of Independent School District #317, Deer River, Minnesota, enters into this Agreement with **KAYLEEN MONACELLI (Employee)**, who agrees to perform the duties of Community Education and Out of School Programmer in the public schools of the district.

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

ARTICLE I
Basic Services

Employee shall faithfully perform the services prescribed by the School Board, Superintendent, and his or her designee whether or not such services are specifically described in this contract or in a general job description; abide by the rules, regulation and policies as established by the School Board and Board of Education; and any additions or amendments thereto, for the annual salary indicated below, and all federal and state laws relevant thereto. In general, Employee shall perform the duties associated with providing director duties to the Boys and Girls Club established in the district, leadership in out of school time programming, and duties associated with Community Education programming.

ARTICLE II
Duration

Duration: This contract is for a term beginning July 1, 2022 and ending on June 30, 2024 and shall be for 220 contracted days annually.

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

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

ARTICLE III
Leave

Sick Leave: Employee shall earn sick leave at the rate of twelve (12) days per contract year. Unused sick leave days may accumulate to a maximum credit of 100 days of sick leave.

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

Personal Leave: Employee shall earn personal leave at the rate of four (4) days per year.

ARTICLE IV
Basic Rate of Pay

Pay dates will be twice monthly over a twelve (12) month period. Direct deposit is required.

Employee shall be paid an annual contract salary of: $36,240.66 for FY2023 and $36,965.47 for FY2024.

ARTICLE V
Insurance Benefits

Health and Hospitalization: Insurance Benefits shall be those provided under the existing group insurance policies for the amounts listed below:

Health Insurance:

Single insurance: Up to $620.00 per month
Family insurance: Up to $1000.00 per month

Dental Insurance: The School District shall provide $60.00 per month for dental coverage for Employee of said district.

Life Insurance: The School District will pay the premium, not to exceed $125.00 per year, for $50,000 term life insurance under the existing group life insurance coverage.

Long-term Disability: The School District shall provide full payment for the group long-term disability income plan for the present rate of pay to a maximum of $50,000 of salary per year.

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

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

3-5 years of service in ISD #317 = $1,200.00
6-14 years of service in ISD #317 =$1,500.00
15 or more years of service in ISD #317 = $2,200.00

ARTICLE VI
Other Benefits

Expenses: Expenses shall be paid according to the district policy.

ARTICLE VII

Termination due to loss of funding: In the event that the funding from the Boy's and Girl's Club and Community Education used to pay for covered items and services under this Contract I reduced or terminated, this Contract shall automatically terminate, unless both parties agree to a modification of obligations under this contract and/or contract is renegotiated.

ARTICLE VIII

Signatures

IN WITNESS THEREOF, I have subscribed my signature this _____ day of June 2022.

_____

Kayleen Monacelli
Employee

IN WITNESS THEREOF, we have subscribed our signatures this ___ day of June, 2022.

_____



Chairperson, ISD 317 Board of Directors

_____

Clerk, ISD 317 Board of Directors

AGREEMENT
between
INDEPENDENT SCHOOL DISTRICT #317
and
BUSINESS MANAGER ASSISTANT

July 1, 2022– June 30, 2024

ARTICLE I: PARTIES
The School Board of Independent School District No. 317, Deer River, Minnesota enters into this agreement with Amie Hanson, ("Employee") who agrees to perform the duties of Business Manager Assistant commencing on July 1, 2022 through June 30, 2024.

ARTICLE II: BASIC PROVISIONS

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

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

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

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

Section 4: Vacation. Employee shall earn vacation as follows:

Years 0-1	Five (5) days
Years 2-5	Ten (10) days
Years 6-10	Fifteen (15) days
Years 11-15	Twenty (20) days
Years 16 and longer	Twenty-five (25) days

Unused vacation day(s) up to 2 days per year shall be paid out to the employee at the daily rate of pay.

Section 5: Holidays. Employee shall be entitled to twelve (12) paid holidays each contract year as follows: Independence Day, Labor Day, Thanksgiving Day, the Friday following Thanksgiving Day, Christmas Eve, Christmas Day, the day after Christmas, New Year's Day, President's Day, Good Friday, Easter Monday, and Memorial Day.

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

Section 6: Wage

Business Manager Assistant	July 1, 2022 – June 30, 2023	$46,593.00 annual salary
	July 1, 2023 – June 30, 2024	$47,525.00 annual salary

ARTICLE III: BENEFITS

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

Health insurance:

Single insurance: up to $793.00 per month ($173.00 to HRA/$620.00 towards premium)
Family insurance: up to $1,270.00 per month ($270.00 to HRA/$1000.00 towards premium)

Dental insurance:

Employee shall receive up to $60.00 per month.

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

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

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

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

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

3-5 year of service in ISD #317 =$1,200.00
6-14 years of service in ISD #317 = $1,500.00
15 or more years of service in ISD #317 = $2,200.00

Section 6: Conferences and Meetings. The School District shall pay all legally valid expenses and fees for attendance at professional conferences and meetings with other educational agencies when attendance thereof is required, directed, or permitted by the Superintendent.

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

Section 8: Longevity. The Business Manager Assistant shall receive longevity pay as follows:

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

Section 9: Performance Incentive. The Business Manager Assistant shall be eligible for up to $5000 in incentive compensation for achieving ratings of proficient or higher on an annual performance review. The review shall be conducted by the Business Manager prior to June 30 of each contract year. The evaluation criteria are specified in Appendix A.

ARTICLE IV: LEAVES

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

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

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

IN WITNESS THEREOF, I have subscribed by signature this 7th day of June 2022.

Amie Hanson

IN WITNESS THEREOF, I have subscribed by signature this 13th day of June 2022.

ISD #317 School Board Chair

ISD #317 School Board Clerk.



Appendix A

The following responsibilities include completion dates or standards within the annual performance evaluation rubric:

I. **Payroll**
- Complete payroll administration by the 12th and 27th of each month
- Complete all required payroll filing promptly after each payroll event

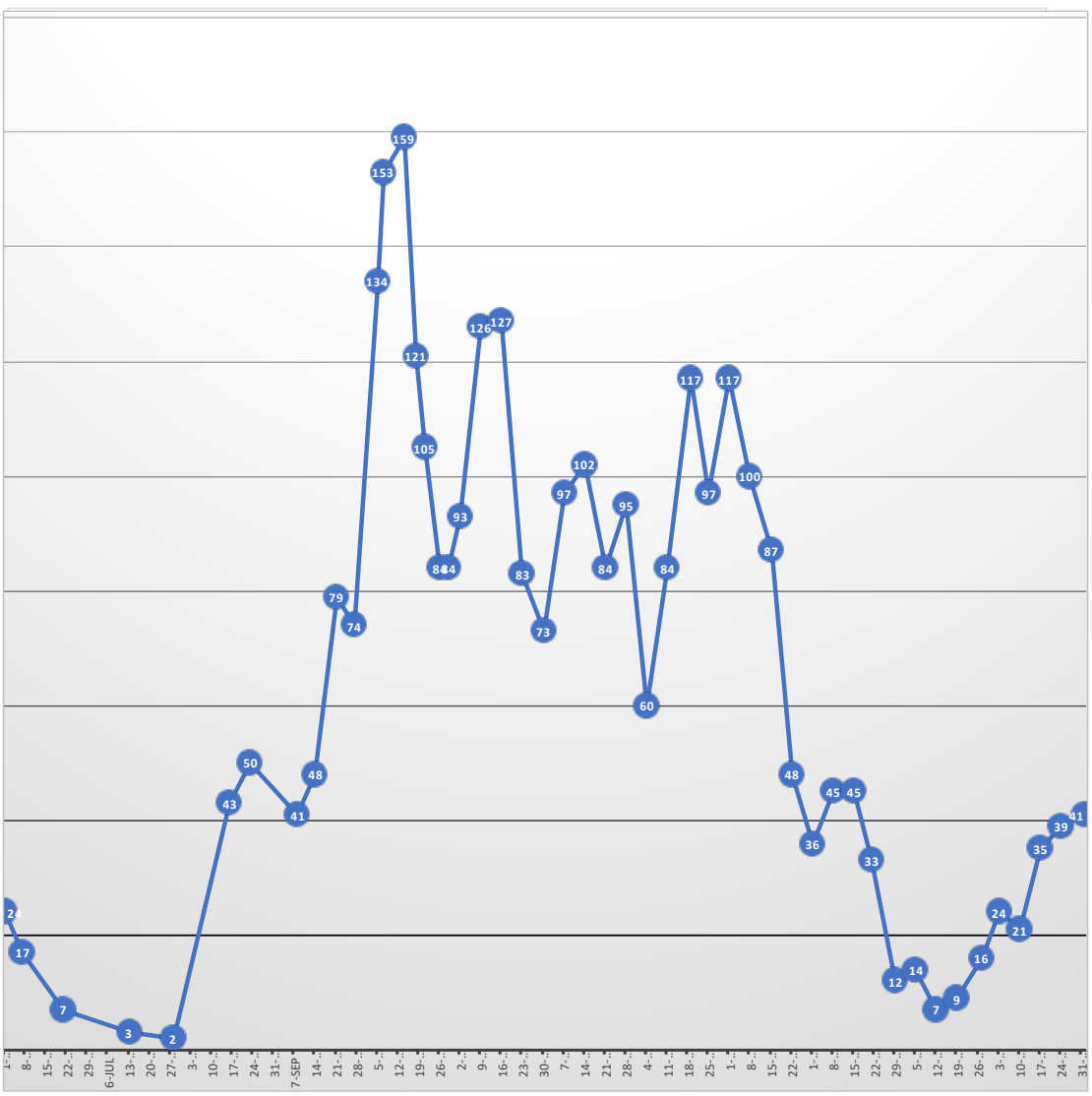
II. **Benefit Administration**
- Reconcile monthly benefit bills before payment is due

III. **Food Service**
- Complete food claims in the Cyber-Linked Interactive Child Nutrition System (CLICS) monthly unless specified at other intervals including:
  - Child and Adult Care Food Programs (CACFP)
  - Fresh Fruits and Vegetables Program (FFVP)
  - Verify School Nutrition Program (SNP) claims
  - Verify Special Milk Program (SMP) claims
  - Compile data for Community Cafe, KOOTASCA, and Head Start food service programs

IV. **Itasca Area Schools Collaborative (IASC)**
- Complete regular billing to IASC member districts for special education, technology, and Invest Early services

V. **Federal Compliance**
- Complete federal payment draws for ISD 317 and IASC

1-Jun	24
7-Jun	17
21-Jun	7
13-Jul	3
28-Jul	2
23-Aug	50
16-Aug	43
8-Sep	41
14-Sep	48
21-Sep	79
27-Sep	74
5-Oct	134
7-Oct	153
14-Oct	159
18-Oct	121
21-Oct	105
26-Oct	84
29-Oct	84
2-Nov	93
9-Nov	126
16-Nov	127
23-Nov	83
30-Nov	73
7-Dec	97
14-Dec	102
21-Dec	84
28-Dec	95
4-Jan	60
11-Jan	84
19-Jan	117
25-Jan	97
1-Feb	117
8-Feb	100
15-Feb	87
22-Feb	48
1-Mar	36
8-Mar	45
15-Mar	45
21-Mar	33
29-Mar	12
5-Apr	14
12-Apr	7
19-Apr	9
27-Apr	16
3-May	24
10-May	21
17-May	35
24-May	39
1-Jun	41



* Case rates per 10,000 residents within district boundaries

Cass Co.	33
Itasca Co.	37

TO: ISD 317 Board of Directors
FROM: Joseph Akre
DATE: 06/06/2022

Student Achievement:
Graduation was conducted on May 29th. Ceremony was held in East gym.
42 students met the requirements for graduation.

Effective and Efficient Systems:
Teaching positions remaining to be filled.
Science, Mark Drotts position.
Long term sub for quarter #1 for Choir Director, Lenora Evans position.
Summer Credit Recovery, currently 40 students signed up grades 6-12

Science position for the replacement of Mr. Drotts remains unfilled. At this date we have receive no applicants other than ones from J1teacher visa exchange applicants. Working with MDE on these applicants. If we went this direction what needs to happen, unsure and have trouble getting clarity from MDE.
Have developed an alternative plan also using existing teacher with overloads and MnInfinity courses

Have a couple calls into retired Choir Directors to fill Lenora's position 1st quarter. Lenora will be on Maternity leave.

Partnerships:
Would like to thank the Full-Service Community program for helping to finance the HS end of the year ice cream social. All students were given the opportunity to receive one, two or three ice cream cones during their lunch periods.

Respectfully Submitted
Joseph G. Akre



2022-23

DRHS Activities Handbook

Required for participation

Every year—Category I

1. Turn in pages 18-26
2. Pay activity fee
   - Junior High $60
   - Senior High $100
   - (Family maximum $375)

Every year—Category II (Fine Arts)

1. Turn in pages 18-26

Every 3 years

1. Turn in Sports Physical page 27

Pages 28-29 must be filled out by your physician and put on file at the clinic.

A Online rules presentation can be found on the ISD 317 website.

Deer River "Warriors" Activity Handbook
2022-23

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FORMS: (The following three forms must be completed by student and parent and returned to the high school office, with activity fee, <u>BEFORE</u> participating in an activity.)

1. MSHSL Eligibility Statement 23
2. MSHSL Annual Sports Health Questionnaire Form 24
3. Insurance and Injury Warning Form/
Extra-Curricular Handbook Verification and Acceptance Form 25

The following form is to be completed by the student, parent/guardian, and physician. Complete physical examinations are required every three years.

4. Sports Physical/Clearance Form 26-28

Deer River Extra-Curricular Philosophy

Extra-Curricular Philosophy of Deer River High School

The Grades 6/7/8 and C-squad Philosophy is to allow students to participate in as many activities as possible. No cuts are made at these levels. Coaches are expected to play all student athletes a balanced amount of time. We would hope that students who participate in our extra-curricular programs enjoy their experience regardless of their skill level. At these levels participation is our main objective, not winning or losing. We would hope that the student athlete learns social and athletic skills through the winning and losing process. Grades 6/7/8 and C-squad levels will strive for balanced playing time except for those who violate team rules.

The Varsity and JV Philosophy is to participate at a higher level that therefore requires a greater amount of dedication on the part of the students. At this level, it may be necessary to cut some students because of MSHSL restrictions put on official tournament squad sizes. Participating in extra-curricular activities is a privilege not a right. Although we believe that all students should have an opportunity to participate at the varsity level, winning will not be sacrificed so that everyone has a chance to play.

Building Blocks of the Deer River Philosophy

Participation - To promote activities at all levels and encourage students to participate in multiple activities.

Fundamentals - To develop the skills and habits needed to have successful programs and individual experiences.

Health & Safety - To maintain healthy and safe student athletes by developing year round life-long habits in the areas of nutrition, conditioning, and weight training.

Youth Programs - To work in partnership with community and league programs to develop student athletes K-12.

Communication - To maintain positive lines of communication between coaches, athletes, parents, and the community to build strong and successful programs.

Sportsmanship - The Deer River coaches, students, and fans will exhibit pride and respect towards opponents, officials, coaches, teammates, and facilities at all times.

I. DEER RIVER EXTRA-CURRICULAR PROGRAMS

The rules and regulations contained within this handbook apply to all students in Grades 6, 7, 8, 9, 10, 11, and 12 participating in school-sponsored activities:

A. CATEGORY I--Minnesota State High School League Activities:

1. Football
2. Volleyball
3. Cross Country Running * ^
4. Boys' Basketball
5. Girls' Basketball
6. Wrestling
7. Boys' Golf ^
8. Girls' Golf ^
9. Boys' Track* ^
10. Girls' Track* ^
11. Baseball
12. Cheerleading
13. Nordic Ski ^
14. Fastpitch Softball

* These activities are shared cooperatively with Northland-Remer.
^ These activities are available to 6th grade participation.

B. CATEGORY II—Minnesota State High School League Fine Arts and Academic Activities:

1. Drama -- One-Act Play
2. Speech
3. Visual Arts **
4. Vocal Music **
5. Instrumental Music**
6. Robotics

C. Other School Sponsored Activities

1. School Play
2. FFA**
3. National Honor Society**
4. Student Council**
5. Academics**
6. Anishinaabe Drum Group**
7. Clay Trap Shooting

****Not assessed activity fee**

II. MINNESOTA STATE HIGH SCHOOL LEAGUE

A. No student will be permitted to participate in activities (practice or event) sanctioned by the Minnesota State High School League before returning the following forms to the Deer River High School Athletic Director.
   1. Completed and approved physical form (**pages 23-24**)
      a. Physical examination
         1. Complete physical every 3 years
      b. Does not apply to fine arts and academic competition.

OTHER FORMS NEED FOR PARTICIPATION

1. Completed MSHSL Annual Health Questionnaire form (**page 21**)
    a. Must be completed by parent yearly
    b. Does not apply to fine arts and academic competition.
2. Completed MSHSL Eligibility Statement (**page 20**)
    a. Required yearly
    b. Does not apply to fine arts and academic competition.
3. Insurance and Injury Warning form (**page 22**)
    a. Required yearly
4. Completed Deer River Extra-Curricular Handbook Verification and Acceptance Form (**page 22**)
    a. Required yearly
5. Weight limit slip completed by a physician
    a. Required yearly for wrestlers only
6. Complete Concussions Management Form (**page 23**)

The Activities Director shall submit to each coach a list of those students who have completed the necessary forms and met requirements to begin participation. Coaches are not to permit any student to participate who has not been authorized to do so by the Activities Director. **There are to be no exceptions.**

III. DEER RIVER HIGH SCHOOL EXTRA-CURRICULAR RULES AND POLICIES.

All MSHSL Rules and policies apply to grades 6-12 at DRHS.

A. Review of Extra-Curricular Rules
Each coach/advisor shall review the Minnesota State High School League rules and regulations that directly affect a student's participation and eligibility. The coach/advisor shall also review the Deer River High School Extra-Curricular Rules and Policies Handbook with all participants no later than the first day of practice or participation.

B. Deer River High School Extra-Curricular Rules and Policies Verification and Acceptance Form
The Verification and Acceptance Form from page 22 of this handbook, when returned and signed by both the participant and parent, indicates that the rules and policies contained within are understood and that the participant and parent agree to abide by the rules and to accept the declared penalties as stated.

C. School Attendance
All students must be in school by the beginning of second hour in order to be eligible to participate in any school activity (event or practice) scheduled on the day of the absence. The only exception is for medical appointments during the school day or funerals.
Deviation from this rule will be cleared through the Principal or A.D. office in emergency cases.

D Field Trip/Sports Early Out Eligibility Policy for Grades 6-12:

There is two times throughout the quarter that students' grades will be checked. These two monitoring periods are at mid-quarter and end of the quarter. Each grade check has its own eligibility consequence.

1. If a student earns one or more failing grades at the mid-quarter grade check, the student will be ineligible to participate in a field trips/sports early out, as soon as the student and teacher/coach are notified. To become eligible for the field trip/sports early out, the student

must present the principal/AD with a teacher signed grade report proving they are currently passing all of their classes three (3) days prior to the event. Only the Principal or his/her designee may deem a student eligible to attend.

2. If a student earns one or more failing grades (F) at the end of a quarter 1, 2, 3 or at midterm 4th quarter grading periods, the student will be ineligible to attend field trips/sports early out. To become eligible for the field trips/sports early out, the student must present the principal/AD with a teacher signed grade report proving they are currently passing all of their classes three (3) days prior to the event. Only the Principal or his/her designee may deem a student eligible to attend.

3. Other items to be considered by the Principal for eligibility:
   1. Attendance Record
   2. Discipline Record

Any students who participates and is in violation of the above will receive.
Penalty:
1st Offense: Suspension from next scheduled event or performance.
2nd Offense: Suspension from next three scheduled events or performances.
3rd Offense: Removal from activity for remainder of year or season.

E. School Suspensions

Students will not be permitted to participate in any practice, event, or performance during the time they are suspended from attending school due to a rule violation according to the Deer River Student Handbook.

1. **Out-of-School Suspension**
   a. Student is not eligible to participate in practice or events during time period of suspension.

2. **In-School Suspension**
   a. Full Day: Student is not eligible to participate in practice or events for that day.
   b. Partial Day--First Offense: Student is eligible to participate in practice and events for that day.
   c. Partial Day--Second Offense (or more): Student eligibility will be determined after a conference with Principal, Activities Director, parent, and student.

F. Bus Conduct

Students being transported to and from events, practices, or performances are required to adhere to all district bus rules and regulations.

Penalty:
1st Offense: Forfeit of transportation for two (2) days.
2nd Offense: Forfeit of transportation for five (5) days.
3rd Offense: Forfeit of transportation for the remainder of the year.

G. Transportation to Away Events

All students who participate in a Deer River High School extra-curricular activity shall be transported to and from the event site on district transportation.
The following exemptions may apply:

1) Students may ride home with parents provided parent gives responsible coach a signature or note.
2) Students may ride home with another parent or guardian after the event if cleared in advance with the Activities Director or Principal's office.

3) Students may ride to the extra-curricular event with parent if cleared in advance with the Activities Director or Principal's office when circumstances do not allow the student to ride district transportation.

4) Any deviation from this policy will need to be cleared by the Activities Director or the Principal's office.

Penalty:

1st Offense: Discretion of the coach/advisor of the activity.
2nd Offense: Suspension from next scheduled event or performance.
3rd Offense: Removal from activity for remainder of year or season.

H. Assigned Equipment

Each participant shall be responsible for all district owned equipment issued to the participant. The equipment will be numbered to identify who was issued each article. The coach, advisor, or supervisor will determine the replacement cost for equipment lost or damaged through abuse. Students are not permitted to wear school owned equipment or supplies during physical education classes.

I. MSHSL and Academic Eligibility

MSHSL CATEGORIES I & II VIOLATIONS FOR TOBACCO, ALCOHOL, DRUGS, VAPE, HARASSMENT AND/OR HAZING, POSSESSION (These standards are for all students grades 6-12 in Activities)

Refer to page 18 for a copy of MSHSL form that was signed

MSHSL CATEGORIES I & II PENALTIES

Refer to page 18 for a copy of MSHSL form that was signed

1. Accumulative Penalties: Penalties shall be accumulative beginning with the student's first participation in a League activity and continuing through the student's high school career.

2. Denial Disqualification: A student shall be disqualified from all interscholastic athletics for nine (9) additional weeks beyond the student's original period of ineligibility when the student denies violation of the rule, is allowed to participate, and then is subsequently found guilty of the violation.

3. All students who receive a violation will need to complete an E-Check-Up-To-Go Evaluation through the ISD Counseling Dept. prior to returning to competition.

VAPE Clarification
Vaping and the possession of any apparatus used for vaping is a violation of MSHSL bylaw 205. This includes use by adults at school events

BYLAW 205.00 CHEMICAL ELIGIBILITY Cross Reference: Bylaw 304.2 ("Denial Penalty") 1. At any time during the calendar year, a student shall not, regardless of the quantity:
A. use or consume, have in possession a beverage containing alcohol;
B. use or consume, have in possession tobacco; or,
C. use or consume, have in possession, buy, sell or give away any other controlled substance or drug paraphernalia.
D. use or consume, have in possession, buy, sell or give away products containing or products **used to deliver** nicotine, tobacco products and other chemicals. "Tobacco products" means: any product containing, made, or derived from tobacco that is intended for human consumption, whether chewed,

smoked, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, or any component, part or accessory of a tobacco product.

CATEGORY II (Fine Arts and Academic Activities also FFA, Fine Arts , and Robotics) Non-Scheduled Activities

Penalties:

1. First violation: 10 hours of community service prior approval by Principal
2. Second violation: 20 hours community service prior approval by Principal
3. Third violation: Meeting scheduled with school administration

A. Academic Eligibility -- Grades 6-12
To remain academically eligible students' shall:
   i. maintain passing mid-term and quarter (grades 6-12)

Academic Eligibility Policy for Grades 6-12:

There are two times throughout the quarter that students' grades will be checked. These two monitoring periods are at mid-quarter and end of the quarter. Each grade check has its own eligibility consequence.

A. If a student earns one or more failing grades at the mid-quarter grade check, the student will be ineligible for competition as soon as the student and coach are notified. To become eligible for competition again, the student must present the activities director or principal with a teacher signed grade report proving they are currently passing all of their classes. The student will still be required to go to practice during their ineligibility. Only the Activities Director or Principal may deem a student eligible to compete, not a

B. If a student earns one or more failing grades (F) at the end of a quarter 1, 2, 3,4 grading periods, the student will be ineligible for competition starting with the date of the first contest. The ineligibility period will be for two weeks or two contests whichever is longer. Only the Activities Director or Principal may deem a student eligible to compete, not a coach.

Deviation from this rule will be cleared through the Principal or A.D. office in emergency cases.

* Once declared ineligible, students will be allowed to practice.
* When a student with disabilities becomes ineligible, the Case Manager will call a staffing to determine if the identified disability affects grades and the student's eligibility. The IEP Team will set criteria to allow the student to be successful, improve grades, and return back to participation status.
* Incompletes will be reviewed on a per case basis to determine the details of the incomplete. A decision will then be made by the teacher and Activities Director to determine whether the student is passing or not passing the course. Participants (whether with or without incomplete grades) shall maintain passing grades to participate.
* Students who attend a summer school program and receive credit for prior failed course work can regain their eligibility. Proof of attendance and credit received must be approved by the principal or activity office.

Deviation from this rule will be cleared through the principal or activity office.

Credit Deficient Students:

Students who become 2 or more credits deficient in their Required Core Classes

(Math, Science, English, Social, and Computer Apps) after their sophomore year become ineligible to participate until all credits are made up.

Deviation from this rule can be cleared through the principal or activity office.

After School Credit Recovery: Grades 7-12

Certified teachers within the disciplines of math, science, social and language arts will staff ASCR. ASCR will be offered two nights per week, Tuesdays and Thursdays from 3:15PM to 5:30PM. Students will meet in the Media Center at 3:15 and be escorted to classrooms by an ASCR teacher(s).

Purpose: After School Credit Recovery is designed to help students who have lost credit due to attendance issues, or failed a quarter or semester of one or more classes. Students will be assigned to attend ASCR by the Principal or his/her designee. In addition, students may be assigned to attend ASCR to complete course work or complete test/quizzes prior to excused absences. For example, students attending a field trip, family vacation or sports event may use the ASCR time to complete assignments or test/quizzes that will be assigned during their absence. Each student's course work will be provided to the ASCR teacher by the student's classroom teacher not later than 3:30PM the day prior to each ASCR session.

ASCR teachers will be provided student rosters weekly by the ASCR coordinator. ASCR teachers will take attendance each session and submit attendance to the ASCR coordinator the following day.

Note: All Deer River students seeking academic support are welcome to attend ASCR. Non-assigned students are not required to attend for the full two hours and may be released at the ASCR teacher's discretion.

Student Code of Conduct MSHSL Bylaw 206

A student whose character or conduct violates the Student Code of Responsibilities or is suspended or expelled is not in good standing and is ineligible for a period of time as determined by the administration. While a student is not in good standing, a student may not serve any penalty for MSHSL by-law violations.

J. Social Media

As a student at Deer River High School, you are expected to follow student handbook guidelines, even though an event may happen off school property or after school hours.

Social network sites, other digital platforms (including cell phones) and distribution mechanisms that facilitate student communicating with other students are considered "Social Networking" platforms. Participation in such networks has both positive appeal and potentially negative consequences. It is important the Deer River students be aware of these consequences and exercise appropriate caution if they choose to participate.

Students are not restricted from using any on-line social network sites and/or digital platforms However, users must understand that any content they make public via on-line social networks or Digital platforms is expected to follow acceptable social behaviors and also to comply with federal, state, and local laws, as well as, your Student Handbook. As a Deer River student, you must be aware of your Student Handbook regulations and expectations of our said extra-curricular programs. Ignorance of these regulations does not excuse students from adhering to them.

Guidelines for Students:

These guidelines are intended to provide a framework for students to conduct themselves safely and responsibly in an on-line environment. As a student at Deer River you should:

1. Be careful with how much and what kind of identifying information you post on social networking sites. Virtually anyone with an email address can access your personal page. It is unwise to make available information such as a full date of birth, social security number, address, phone number, cell phone numbers, class schedules, bank account information, or details about your daily routine. All of these can facilitate identity theft or stalking. Social Media sites provide numerous privacy settings for information contained in its pages. Use these settings to protect private information. However, once posted, remember the information becomes property of the website and public record.

2. Be aware that community members, family and potential current and future employers, and college admissions, offices often access information you place on-line social networking sites. You should think about any information you post on sites or similar directories that potentially portrays an image of you to a prospective employer or school. The information is considered public information. Protect yourself by maintaining a self-image that you can be proud of you years from now.

3. Be careful in responding to unsolicited e-mails asking for passwords or PIN numbers. Reputable businesses do not ask for this information in e-mails.

4.Don't have a false sense of security about your rights to freedom of speech when using Social Media. Understand that freedom of speech is not unlimited. The on-line social network sites are NOT a place where you can say and do whatever you want without repercussions or personal accountability.

5.Remember photos once put on the social network site's server become their property and public record.

6.You may delete the photo from your profile but it still stays on their server. Internet search engines like "Google" or "Yahoo" may still find that image long after you have deleted it from your profile. Think long and hard about what type of photo you want to represent you.

7.Whoever is the "adult" (over 18) responsible for the contracts, computers, phone lines, ect... is liable (civil and criminal) for your actions as a minor as well.

Things students should avoid:

1. Derogatory language or remarks about our students, teammates, school personnel, and our community at-large: as well as, teachers, or coaches; student-athletes, administrators or representatives of other schools.

2. Demeaning statements about or threats to any third party- (Including support of demeaning statements and threats.) Don't respond to these.

3. Distribution and possession of unauthorized videos and photos or statements depicting violence; hazing; sexual harassment and content; vandalism, stalking; underage drinking, selling, possessing, or using controlled substances; or any other inappropriate behaviors.

4. Creating a serious danger to the safety of another person or making a credible threat of serious physical or emotional injury to another person.

5. Indicating knowledge of any unreported felonies, crimes, thefts or damage to property or unethical behavior.

6.Indicating knowledge of an unreported school or team violation-regardless if the violation was unintentional or intentional.
One of the biggest lessons social network users can learn is that anything you post online enters the

public record. You never know who may be looking and when. Students, Parents, and Guardians, let it be known that any students in violation of said conduct is subject to consequences to be determined by the Administration.

The Minnesota State High School League Student Code of Responsibilities, Bylaw 206.00, is applicable and relevant in all student related issues and concerns in such matters.

K. Emergency Procedures

At away events or sites the coach, advisor, or supervisor shall have the authority to establish emergency temporary rules for the well being of the individuals and the school. These emergency procedures are to be adhered to immediately by all participants. Failure to comply will constitute insubordination, and the violator shall be removed from the activity for the balance of the year.

L. School Discipline Policies

All established discipline policies and procedures will be applicable to extra-curricular activities before, during, or after practice, games, or events whenever necessary.

Hazing: Any act, on or off school property, against a student or coercing a student into committing an act in order for the student to be initiated into or affiliated with a student/school organization is strictly forbidden.

Penalty:

1st Offense: 5 day school suspension and parent conference plus MSHSL Penalty.

2nd Offense: Expulsion from school, according to the Fair Pupil Dismissal Act plus MSHSL Penalty.

M. Use of Facilities

The coach, advisor, or supervisor shall be present whenever and wherever practices are scheduled. When transportation to a practice site is required, a coach will accompany the participants on the bus. No participants are to remain in the building following practices or events or when practice is not scheduled or an event cancelled. The coach, advisor or supervisor shall remain in the building until the last participant has departed for home.

N. Locker Room Supervision

Coaches will be responsible for supervision of locker rooms while students are using them. Coaches will inspect all locker rooms at away events and will involve an employee of the host school if the locker room does not appear to be clean and in good repair. Participants are **required** to provide a padlock on their locker to further secure personal and school equipment and clothing from theft.

O. Tournament Travel

Team members not participating in tournaments may travel with the team under the following conditions:

1. It is agreeable with the coach.
2. Adequate adult supervision is available.
3. Adequate space is available.
4. No additional costs are incurred by the district.
5. Cells phones are not allowed in locker rooms at MSHSL play-off events.

P. Assaults and/or Threats toward Staff, Coaches, Volunteers

Students who threaten or assault a staff member are subject to expulsion, according to the Fair Dismissal Act of 1974, as revised in 2001.

Q. School Closings:

When inclement weather, road conditions, or emergencies arise, school closing announcements will be made over radio stations and tv stations and on the school web site (www.isd317.org). When school is cancelled because of these conditions, cancellation of games and practices will be determined by the school administration.

R. Deer River Squad Promotion Policy

The following policy is for the promotion of a grade 7/8 student to a higher level of competition such as Varsity, JV, or C-Squad.

A junior high student-athlete may compete for a high school level team (Varsity, JV, C-squad) if the sport is not offered in season at the junior high school level. In those sports where the middle school provides a team, the student-athlete will participate at his/her respective level. Some exceptional student-athletes can be promoted to participate at the senior high level.

These individuals must clearly demonstrate:

a. Athletic ability above and beyond their class (Varsity, JV, C-squad potential)
b. Satisfactory academic achievement
c. Satisfactory behavior
d. The physical and emotional maturity to accept this additional responsibility.

This criteria must be agreed upon by each of the following:

1) the 7/8 teaching team,
2) the parent or guardian,
3) the Activity Director, and
4) the senior high coach.

Junior high school athletes participating on high school teams must complete all high school athletic registration requirements and are subject to all high school and Minnesota State High School League activity rules.

A promotion form to participate at the high school level is available in the Activities Director's office and should be initiated by the coach. When all of the above listed have communicated on this potential promotion and all have signed the form verifying the required criteria, it should be forwarded to the Athletic Director for filing. Junior high school athletes should not be allowed to practice or compete in any contest until the petition process is completed.

A. C-squad or B-squad student-athlete promotion to a higher level may occur when there has been open communication between the head coach and the parent about the following areas:

1. Playing time philosophy and players role at the higher level
2. Continued playing time availability on the current level
3. Any changes to player expectations or time factor
4. Social issues

When a decision has been reached and approved by the parent, the Activities Director also is to be notified of the decision.

S. Individual Awards

Any student athlete that commits a MSHSL violation will not be eligible for state, conference, or local awards or all-star teams during the season the penalty is served.

T. Team Captains/Officers/Exec. Committee members

Students who have received any type of Drug, Alcohol, Tobacco, Harassment, or Code of Conduct violation will not be eligible to serve in a leadership role in any Deer River High School activity for one year from the infraction date.

Team Captains/Officers/Exec. Committee members will be required to attend a leadership training event sponsored by the school.

U. Students with a MSHSL Violation or have served an Out of School Suspension are not eligible to participate in Homecoming or Sno-Ball as candidate/class representative for one calendar year.

Athletic Lettering requirements

Baseball: Complete the season and shall participate in 28 or more innings of Varsity competition with the exception of pitchers, catchers and seniors which is up to the coach's discretion.

Bowling: Participate in 70% of the meets.

Boys' Basketball: Member of the varsity for the majority of the season. Mandatory scheduled practices, scrimmages, meetings, and games will account for the total percentage of the season. If a player have 3 or more unexcused absences, they will not be eligible to letter. Successfully start and finish the season.

Cheerleading: Must start and finish the season on the Varsity and be in good standing the entire season.

Cross Country: To letter, you must earn different levels of points for the participants grade.

*15 points – Grade 7-9
*18 points – Grade 10
*21 points – Grade 11
*24 points – Grade 12

- 5 points for winning a race
- 7 points for being the 1st runner of your team to finish
- 6 points for being the 2nd runner
- 5 points for being the 3rd runner
- 4 points for being the 4th runner
- 3 points for being the 5th runner
- 2 points for being the 6th runner
- 1 point for being the 7th runner

Football: Participate in eight quarters and successfully complete the season.

Girls' Basketball: Member of the varsity for the majority of the season.

Golf: Play in one-half of all meets or qualify for and participate in the second round of the Sectional Tournament

Managers: Students will be allowed to letter as a manager in a sport after 2 years as a manager. They may letter every year if they are required to be all practices and games and approved by head coach.

Nordic Ski: In order to earn a varsity letter, either of the following three must be attained:

1. A skier must ski three varsity meets and compete at Sections. Participation in varsity and section meets will be based upon attendance at practice, meets, attitude, effort, proficiency in classic and skate, and race performance throughout the season. The skier will also display a positive attitude, set a good example in effort and sportsmanship as well as show leadership qualities.

2. A points system will be used as well.

To letter, you must earn different levels of points for the grade that you are in.

15 points – Grade 7-9
18 points – Grade 10
21 points – Grade 11
24 points – Grade 12

- 5 points for winning a race
- 7 points for being the 1st skier of your team to finish
- 6 points for being the 2nd skier
- 5 points for being the 3rd skier
- 4 points for being the 4th skier
- 3 points for being the 5th skier
- 2 points for being the 6th skier
- 1 point for being the 7th skier

3. A skier may be awarded a varsity letter if they meet ALL of the following requirements:
A. The skier must be a senior.
B. The skier must have been a member of the ski team for two consecutive seasons.
C. The skier must show proficiency at both classic and skate techniques. They must demonstrate an increased knowledge and appreciation for ski technique and waxing.
D. The skier must demonstrate great attitude, attendance, sportsmanship, commitment to training, and mental toughness while on the team.
All skiers must have strong sportsmanship, commitment to training, and mental toughness while on the team in order to be considered for a letter.

Rodeo: Compete in a minimum of 50% of the events.
Compete in at least one state event.
Complete fundraiser expectations at the regular level.
OR
Place 10th or higher in any rodeo event.

Softball: To letter in softball you need to finish the season in good standing with the team, have played in 10 innings in the season if a full schedule is played. If less games are played divide games played by 2 and you would have to have played in that many innings.

Track: Be on the Varsity Roster, Participate in 5 Varsity Meets, Attend practice daily (No unexcused absences), Successful completion of the season, Coaches discretion may warrant a letter

Trap:
1. Average score of 20-25 during competition weeks
2. Team place within trophy recognition at any tournament
3. Win a Conference award at end of the season
4. Qualify for the MSHSL Championships as a team member or individual
5. High Average for Trap for the DRHS Trap Shooters
6. Shoot on the Team for 3 years

Volleyball: Be on the varsity roster the majority of the year and participate in at least 7 matches and successfully complete the season.

Wrestling: Wrestler must start and finish the season and compete in at least seven varsity matches

Minnesota Honor Society:
*Community Service: 20-24 hours (6pts), 25-30 hours (7pts), 30+ hours (8pts)
A minimum of 20 hours is required.
*Meetings: Attend 80% or more of all meetings (1pt)

Help plan or lead at least one activity (2 pts)

Be elected as an officer (2 pts)

Maintain the academic requirement of membership

10 points must be earned in order to letter (*= must meet requirement)

One Act Play: Students must attend all performances and all rehearsals unless previously excused by the director. Students must have a good attitude and show dedication and commitment to their role.

Drama Fall Play: Student wishing to letter must participate in 7 of 11 areas listed
Building Props, Constructing Set, Cast as an actor on stage, attend practices,
Running Sound For shows, Running Lighting for shows, Usher,
Aid in advertising, Ticket sales, Stage Hand, Must follow all MSHSL and DRHS rules

Band: *Band Lettering Criteria and Points*
1st Year in High School Band 1
2nd Year in High School Band 2
3rd Year in High School Band 3
4th Year in High School Band 4
Attend all Pep Bands 5
Participate in a concert 1
Contest Participant – Solo/Small Ensemble 5
Student Leadership 2
Points Needed to Letter: 10

Choir: Choir lettering Criteria and Points needed 11.

1st year choir 1 pt	Section Leader 1 pt	Spring Recital 1 pt
2nd year choir 2 pt	Choir board member 1 pt	Contest Large Group 1 pt
3rd year choir 3 pt	Holiday Concert participant 1 pt	Contest Small Group/solo
4th year choir 4 pt	Winter Concert Participant 1 pt	(3pt superior, 2pt excellent, 1pt good)

Member Band, Jazz Band 1pt. Robe Manager 1 pt Participant fundraising 1 pt Librarian 1 pt
Equip. Mgr. 1 pt Lesson 1 pt Star Spangled Banner 1pt Singing outside of school 1 pt
Attending Honor Choir 1 pt Member 127 1 pt Directors Discretion 1 pt

Anishinaabe Drum Group

1. Students must attend all of the practices and meets they are able to attend at the discretion of the coach.
2. The student will have been selected to compete in a minimum of three of the school scheduled powwows and drum competitions.

Student Council: 3 years of continuous Service on Student Council
Attend 80% mtgs
Participate in Meetings
Participate in planning, implementation and running student council activities
Assume Leadership roles within St. Council
Approval of lettering by Exec Committee and Advisor
No violations or OS

Coach's/Advisor's Discretion: Varsity letters can be awarded at the discretion of the coach due to circumstances.

IV. INDIVIDUAL ACTIVITY RULES AND REGULATIONS

Each activity coach, advisor, or supervisor will prepare, distribute and explain a handbook with the individual policies for their activity. Each specific activity handbook will list and describe specific rules, regulations, penalties and practices that apply to that activity. The specific activity handbook will be approved by the Athletic Director and Principal, and a copy will be maintained in each respective office and provided to school board members.

A. Suggested items in Activity Handbook

1. Lettering criteria
2. Team selection criteria
3. Selection of captain/captains procedures requirements
4. Dress and appearance codes
5. Excused/unexcused absences from practice, events, performances, and appropriate penalties/restriction
6. Attitude
7. Use of profanity
8. Locker room rules
9. Practice requirements

V. VERIFICATION AND ACCEPTANCE

Participation in extra-curricular activities is not required of any student who attends Deer River High School. The school strongly supports and encourages individuals to participate in the programs for personal growth and development. Because participation is considered a privilege, the expectation of the students is higher than those in the normal school program, and these penalties would be more severe.

Both parents and participants are required to sign the attached forms and return them to the Activities Director's office prior to participating. Signing the form constitutes acceptance by the parent and student of the rules, regulations, and penalties.

VI. OPEN GYM AND CAPTAINS' PRACTICE

Open Gym is scheduled periodically to provide recreational opportunities for all interested students. When Open Gym is scheduled, an announcement is made to inform all students, a staff member is present to provide adequate supervision, and all usual and customary school rules and regulations will apply. Open Gym participation is not mandatory for extra-curricular participants and individual/team coaching is not conducted.

Captains' Practices are not organized or sanctioned by the Deer River School District. As the school does not recognize Captains' Practices, the school does not provide any supervision of the event or require potential extra-curricular participants to participate.

VII. POTENTIAL OF PERMANENT INJURY OR TRANSMISSION OF INFECTIOUS DISEASES

Warning: Participation in extra-curricular activities may result in the participant being injured and the result of the injury, regardless of adequate supervision, training, equipment, and facilities, may be permanent and disabling.

Informed Consent: By its nature, participation in interscholastic athletics includes risk of injury and the transmission of infectious diseases such as Hepatitis B and HIV. Although serious injuries are not common and the risk of HIV transmission is almost nonexistent in supervised school athletic programs, it is impossible to eliminate all risk. Participants have the responsibility to help reduce that risk. Participants must obey all safety rules, report all physical and hygiene problems to their

coaches, follow a proper conditioning program, and inspect their own equipment daily.

VIII. SENIOR ATHLETIC AWARD

1. Twelve or more varsity letters during grades 9-12.
2. Continued Minnesota State High School League eligibility.
3. A 2.0 academic grade point average.

IX. ACTIVITY FEES

1. Students in grades 7-8 are required to pay $60.00 for each activity.
2. Students in grades 9-12 are required to pay $100.00 for each activity.
3. Fine Arts Activity Fees are $40.00 for each activity (grades 7-12).
4. Maximum charge to any one family is $**375.00** per school year.

A. **Fee Refund Policy**

If a student should decide in the **first two weeks** of the season that he/she would like to discontinue participation in that activity, and he/she leaves the team in **good standing** as verified by the head coach, then he/she would receive a full refund. If a student is cut from a team due to large numbers as verified by the head coach, then the student would receive a full refund. If a student discontinues participation after two weeks or is removed from the team at anytime during the season, then there is no refund.

X. ACTIVITY PAPERWORK TO BE COMPLETED

PARENTS & STUDENTS NOTE: Following you will find the 2020-21 Fine Arts and MSHSL Athletic Eligibility Information sheets (pages 18-22). **These are for your information only.**

THE FOLLOWING MUST BE TURNED IN TO THE HIGH SCHOOL OFFICE BEFORE PARTICIPATION IN AN ACTIVITY.

PAGES 20-22 OF THIS HANDBOOK MUST BE RETURNED (SIGNED AND DATED), ALONG WITH THE ACTIVITY FEE, TO THE HIGH SCHOOL OFFICE PRIOR TO BEGINNING OF A FINE ARTS OR EXTRA-CURRICULAR ACTIVITY.

EVERY THREE (3) YEARS, THE LAST FORM (PHYSICAL EXAMINATION/SPORTS CLEARANCE FORM—PAGES 23-25) IS TO BE COMPLETED BY THE PARENT/GUARDIAN, STUDENT, AND PHYSICIAN. ONLY PAGE 23 OF THE PHYSICAL FORM MUST BE TURNED IN TO THE HIGH SCHOOL OFFICE BEFORE A STUDENT CAN PARTICIPATE.

You do not need to fill out this paperwork for each separate activity during a school year. Once papers are completed and turned in to the High School Office, you are done with paperwork for the year. Only the fee is needed for each activity, until the family maximum is met

MSHSL ELIGIBILITY BROCHURE 1 OF 5

MSHSL ELIGIBILITY BROCHURE 2 OF 5

MSHSL ELIGIBILITY BROCHURE 3 OF 5

MSHSL ELIGIBILITY BROCHURE 4 OF 5

MSHSL ELIGIBILITY BROCHURE 5 OF 5

CONCUSSION MANAGEMENT RECOMMENDATIONS 1 OF 1

MSHSL ELIGIBILITY STATEMENT 1 OF 1

MSHSL ANNUAL SPORTS HEALTH QUESTIONNAIRE STATEMENT 1 OF 1

INSURANCE AND INJURY WARNING

Dear Parent:

Independent School District #317 does not carry accident insurance that would cover injuries sustained by your child while participating in the Deer River High School athletic program.

The district would like you to sign the following statement that indicates that you have been informed of this fact. The school district recommends that you provide accident insurance coverage for your child.

* * * * * * * * *

"I am aware that Independent School District #317 does not carry accident insurance that will cover injuries sustained by my child while participating in the Deer River High School athletic program. I am aware also that my child may purchase accident insurance through the school that will cover injuries incurred by the student while engaged in athletics."

* * * * * * * * *

WARNING **- Participation in extra-curricular activities may result in the participant being injured or infected with infectious diseases and the result, regardless of adequate supervision, training, equipment, and facilities, may be permanent and disabling.**

Student Signature _____

Parent Signature _____

Date _____

DEER RIVER HIGH SCHOOL
EXTRA-CURRICULAR HANDBOOK
VERIFICATION AND ACCEPTANCE FORM

"I have read the Deer River Warrior Activity Handbook 2022-23. I understand and accept the conditions to participate."

Student Signature _____

Parent Signature _____

Date _____

SPORTS PHYSICAL PAGE 1 OF 3

SPORTS PHYSICAL PAGE 2 OF 3

SPORTS PHYSICAL PAGE 3 OF 3

Independent School District #317
Deer River Public Schools

2022-23

Coach/Advisor

HANDBOOK

RULES, POLICIES, and PROCEDURES

Brent Schimek, Activities Director
101 1st Ave NE Box 307
Deer River, MN 56636
Phone: 218-246-3410 Fax: 218-246-8717
Web Sites:
Minnesota High School League: www.mshsl.org
School District 317: www.isd317.org

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Minnesota State High School League

Mission Statement

The Minnesota State High School League provides educational opportunities for students through interscholastic athletic and fine arts programs and provides leadership and support for member schools.

Belief Statement

We believe that …

- Participation in school activity programs is a privilege and not a right.
- Sportsmanship needs to have a constant presence in all school-based activity programs.
- Students should have an equal opportunity to participate in all activities offered by their school.
- Ethical behavior, dignity and respect are non-negotiable.
- Student participants who choose to be chemically free must be supported.
- Collaborative relationships with parents enhance a school's opportunity to positively impact student success.
- Academic priorities must come before participation in athletic or fine arts activities.
- Positive role models and an active involvement in a student's life by parents and others are critical to student success.
- High school activity programs are designed for student participants, and adults must serve in a supportive role.
- The success of the team is more important than individual honors.
- Compliance with school, community and League rules is essential for all activity participants.
- Participation in school-sponsored activities must be inclusive, not exclusive.
- Ethical behavior, fairness and embracing diversity best serve students and school communities

We expect all of our programs to accomplish the following each season.

a. **Players have a good experience**. At the end of the day, this is about creating an experience for our students that is positive, for the purposes of teaching them, growing them, connecting them to school, and hopefully, building relationships with positive adults.

b. **The program represents the school and district well**. As coaches, advisors and participants, we should set the standard for how we act on the court, field, or performance venue when it comes to respect, sportsmanship, and graciousness.

c. **The players learn the game**. Our participants should get better at the skills required to be successful in the activity, regardless of how skilled they are to start out.

d. **We are as successful as we should be**. There are years where our team may have more talent or less talent. The expectation isn't that we win the conference every year or go to state every year; some years we just won't have the talent for that. But in years we have good talent, we should be very competitive. A good coach will figure out a way to get the most out of their players, their team, and every team should be better at the end of the year than the beginning.

Athletic Philosophy

Extra-Curricular Philosophy of Deer River High School

The Grades 6/7/8 and C-squad Philosophy is to allow students to participate in as many activities as possible. No cuts are made at these levels. Coaches are expected to play all student athletes a balanced amount of time. We would hope that students who participate in our extra-curricular programs enjoy their experience regardless of their skill level. At these levels participation is our main objective, not winning or losing. We would hope that the student athlete learns social and athletic skills through the winning and losing process. Grades 6/7/8 and C-squad levels will strive for balanced playing time except for those who violate team rules.

The Varsity and JV Philosophy is to participate at a higher level that therefore requires a greater amount of dedication on the part of the students. At this level, it may be necessary to cut some students because of MSHSL restrictions put on official tournament squad sizes. Participating in extra-curricular activities is a privilege not a right. Although we believe that all students should have an opportunity to participate at the varsity level, winning will not be sacrificed so that everyone has a chance to play.

Building Blocks of the Deer River Athletic Philosophy

Participation - To promote activities at all levels and encourage students to participate in multiple activities.

Fundamentals - To develop the skills and habits needed to have successful programs and individual experiences.

Health & Safety - To maintain healthy and safe student athletes by developing year round life-long habits in the areas of nutrition, conditioning and weight training.

Youth Programs - To work in partnership with community and league programs to develop student athletes K-12.

Communication - To maintain positive lines of communication between coaches, athletes, parents and the community to build strong and successful programs.

Sportsmanship - The Deer River coaches, students and fans will exhibit pride and respect towards opponents, officials, coaches, teammates and facilities at all times.

Deer River Extra-Curricular Programs

A. CATEGORY I & II--Minnesota State High School League Activities: Scheduled

1. Football
2. Volleyball
3. Cross Country Running * ^
4. Boys' Basketball
5. Girls' Basketball
6. Wrestling
7. Boys' Golf ^
8. Girls' Golf ^
9. Boys' Track* ^
10. Girls' Track* ^
11. Baseball
12. Cheerleading
13. Nordic Ski ^
14. Fast pitch Softball
15. Speech

* These activities are shared cooperatively with Northland-Remer
* These activities are available to 6th grade participation

B. CATEGORY II—Minnesota State High School League Fine Arts and Academic Activities: Non-Scheduled

1. Drama -- One-Act Play
2. Visual Arts **
3. Vocal Music **
4. Instrumental Music**
5. Robotics **

C. Other School Sponsored Activities

1. School Play**
2. FFA**
3. National Honor Society**
4. Student Council**
5. Academics**
6. Anishinaabe Drum Group**
7. Clay Trap Shooting

District #317 Director of Student Activities

The Director of Activities shall be the first line administrator of the activities program of District #317 responsible to the Principal of Deer River High School. The responsibilities of the Director will be as follows:

I. Administration

1. The Director shall coordinate and correlate all student activities grades 6-12 of District #317.

2. The Director shall approve all requests from organizations desiring to rent or use school facilities.
3. The Director shall be responsible for activity site developments, improvements and general maintenance.

II. Supervision and Evaluation

1. The Director shall be responsible for the supervision of all student activities, personnel and activities on a day-to-day basis.
2. The Director shall arrange for reasonable supervision of all District #317 sponsored 6-12 student activities.
3. The Director shall work with Deer River High School advisors/coaches concerning personnel, facilities, budget, equipment, etc.
4. The Director shall work closely with the Deer River Principal in the area of personnel - the hiring, placement, evaluation and dismissal (including a preseason discussion of goals and post-season meeting with a written evaluation of all head coaches and advisors).

III. Financial

1. The Director will develop and maintain the budget for the District #317 grades 6-12 activities programs and determine that coaches, directors, coordinators, supervisors, advisors, etc. live within the parameters of their budget.
2. The Director shall arrange for transportation, rooms and meals of any activity per school board policy and guidelines when necessary.

District #317 Coaches and Advisors

Head Athletic Coach Duties and Responsibilities

Qualifications:

1. Valid Minnesota teacher certification or coaching license.
2. Employment as a teacher in District #317 as appropriate.
3. Has the ability to organize and supervise a total sports program.
4. Has previous coaching experience in assigned sport.
5. The Head Coach must have substantial knowledge of the technical aspects of the sport and at the same time must continue to examine new theories and procedures pertinent to the field.
6. Attend meetings on the local and state level for his/her sport.

Reports to:

The Activities Director, who provides overall objectives and final evaluation in conjunction with the High School Principal.

Supervises:

In several instances the head coach must advise, coordinate and support a staff of High School assistant coaches and junior high coaches in conjunction with the Activities Director and respective Principal.

Job Goal:

To instruct athletes in fundamental skills, strategy and physical training necessary for them to realize a degree of individual and team success. At the same time, the student shall receive instruction that will lead to the formulation of moral values, pride of accomplishment, acceptable social behavior, self-discipline and self-confidence.

General:

1. The success of athletic programs has a strong influence on the community's image of the entire system. The public exposure is a considerable responsibility and community/parent pressure

for winning performance is taxing, but must not override the objectives of good sportsmanship and good mental health.

2. The position includes other unusual aspects such as extended time, risk injury factor and due process predicaments.
3. It is the express intent of these duties and responsibilities to give sufficient guidance to function. In cases not specifically covered, it shall be assumed that a coach shall exercise common sense and good judgment.

Duties and Responsibilities:

1. Has a thorough knowledge of the job appropriate policies approved by the District #317 Board of Education and is responsible for its implementation by the entire staff of the sports program.
2. Has knowledge of existing system, state and league regulations; implements same consistently and interprets them for staff.
3. Generates an attitude of good sportsmanship and fair play.
4. Understands the proper administrative line of command and refers all requests or grievances through proper channels. Is aware of all public/staff/departmental meetings that require attendance.
5. All head coaches are expected to attend a rules interpretation meeting or take the exam online.

Staff Responsibilities:

6. Establishes the fundamental philosophy, skills and techniques to be taught by staff. Design conferences, clinics and staff meetings to insure staff awareness of overall program.
7. Trains and informs staff, encourages professional growth by encouraging clinic attendance.
8. Delegates specific duties, supervises implementation, and at season's end, analyzes staff effectiveness and evaluates all assistant coaches as requested by Activities Director.
9. Maintains discipline, adjusts grievances and works to increase morale and cooperation.
10. Performs other duties which may be assigned by the Activities Director.

Administrative Duties:

11. Assists the Activities Director in scheduling needs, requirements for tournament and special sports events.
12. Assists in the necessary preparation to hold scheduled sports events or practices and adheres to scheduled facility times.
13. Verifies that all athletes have all forms and obligations cleared through the Activities Office before the athlete is allowed to practice.
14. Participates in the budgeting function with the Activities Director by establishing requirements for the next season. Recommends equipment guidelines as to type, style, color or technical specification. Is responsible for operating within budget appropriations.
15. Is certain all equipment is properly marked before issuing or storing.
16. At the end of the season, checks in, inventories and stores uniforms and equipment.
17. Provides proper safeguards for maintenance and protection of assigned equipment and facilities.
18. Advises the Activities Director and recommends policy, method or procedural changes.
19. Prepares and submits year-end reports including information as to participants, recommendations for all levels of participation.

20. Reserves all rooms/facilities in advance for meetings or needs not associated with Sport or activity

Student Responsibilities:

20. Provides training rules and any other unique regulations of the sport to each athlete who is considered a participant.
21. Understands and supports the District's chemical awareness policy and assists in its implementation.
22. Is aware of student athletes' grades, conduct and school attendance.
23. Provides assistance, guidance and safeguards for each participant by his/her presence at all practices, games and while traveling.
24. Initiates programs and policies concerning injuries, medical attention and emergencies.
25. Completes paperwork on all disabling athletic injuries on proper forms and submits to Activities Office within 24 hours.
26. Directs assistants, captains, student managers and statisticians.
27. Determines discipline, delineates procedures concerning due process when the enforcement of discipline is necessary and contacts parents when a student is dropped or becomes ineligible.
28. Develops a positive relationship between coach and athlete through open communication.
29. Counsels and advises athletes in their college or advanced educational selection.
30. Permits the athletes to only be in authorized areas of the building under special circumstances.
31. Examines locker rooms before and after practices and games, checking on general cleanliness of the facility.
32. Secures all doors, lights, windows and locks before leaving building.
33. Instills in each player a respect for equipment and school property, its care and proper use.
34. Insures that the athletes are not left unsupervised in practice areas or in the locker rooms.
35. Conducts some form of awards presentation for his/her athletes.
36. Adheres to district transportation policies and time lines as delineated in this handbook.

Public Relations:

37. Avoids criticizing, admonishing, or arguing with an assistant coach or any staff members within ears or eyes of player or parent.
38. Organizes parents, coaches, players and guests for preseason meetings.
39. Promotes the sport within the school through recruiting athletes that are not in another sport program and promotes the sport outside the school through news media, community recreation programs.
40. Is responsible for maintaining good public relations with the news media, support groups, parents, officials, volunteers and fans.
41. Presents information to news media concerning schedules, tournaments and results

Classroom/Teaching Responsibilities

A. When you are required to leave your classroom duties to go on a trip with the team or group you supervise, and your leave from the classroom requires a substitute teacher, it is your responsibility to notify your building principal at least **two days** in advance.
B. Advisors/coaches shall meet contractual obligations unless worked out prior with principal.

C. Teacher who are coaches/advisors are required to attend conferences **unless** there is a scheduled for that date. They are also required to attend PLC unless approved by principal and are required to speak with Dept. Head to obtain any information missed that day.

Clinics, Conferences, State Tournaments and Meetings

All coaches are encouraged to attend clinics and state tournaments. All head coaches are expected to complete their online respective Rules Interpretation Meetings and attend Conference and Regional meetings if they do not conflict with classroom obligations

Preseason/Postseason Meetings and Evaluations

A preseason/and postseason meeting with head coaches shall be conducted to discuss each program, its goals and objectives and an evaluation of coaches and programs shall be made on a post season basis. Head coaches are responsible for evaluating their senior high assistants, meet and review the evaluations with the assistant coaches and submit a copy to the Director.

Professional Behavior

Coaches/advisors have earned a unique position of esteem in the community that allows them to influence many of the young people with whom they work. This prestigious position carries with it a special responsibility. Because young people respect and emulate coaches/advisors, it is important that the coach/advisor respond by accepting this responsibility and exhibiting conduct that is above reproach. Coaches/advisors have a positive influence on young people. Always be sure that the young men and women who have participated under the leadership of the Deer River coaching staff are better persons for having done so. Never place the value of win above that of instilling the highest desirable ideals and character traits in participants. Setting an example for students by following the Minnesota State High School League's rules on alcohol, tobacco, and drugs when in contact with students and parent groups will help foster positive coaching relationships. Adherence to the Code of Ethics of the Minnesota State High School Coaches' Association and the guidelines included in this manual will be expected from all coaches/advisors.

Following is the Code of Ethics of the Coaches' Association:

1. Strive to develop in each athlete the qualities of leadership, initiative and good judgment.
2. Respect the integrity and personality of the individual athlete.
3. Encourage the highest standards of conduct and scholastic achievement among all athletes.
4. Seek to encourage good health habits including the establishment of sound training rules.
5. Fulfill responsibilities to provide health services and an environment free of safety hazards.
6. Exemplify the highest moral character behavior and leadership.
7. Promote ethical relationships among coaches.
8. Encourage a respect for all athletics and their values.
9. Abide by rules of the game in letter and spirit.
10. Respect the integrity and judgment of sports officials.
11. Display modesty in victory and graciousness in defeat.
12. Demonstrate a mastery of and continuing interest in coaching principles and techniques through professional development.

The mature coach/advisor always has emotions under control, does not attack officials, never uses foul language and maintains the dignity of the coaching/advising profession. Following are a few specific

expectations. (Any other expectation specifically stated in the individual employee's work agreement is also in effect.)

• **Alcohol/Drugs** - Adults who have the responsibility of supervising students during any school related trip or activity shall not use alcohol or any mood altering drug. This is interpreted to mean from the time the bus/vehicle leaves the school until it returns.

• **Dress Code -** There will be no established dress code but advisors/coaches are requested to stress the importance of good grooming and school representation. Advisors/coaches and school personnel can do much as a role model in regard to proper dress and grooming and establishing class. Advisors/coaches shall establish their own codes for the respective activities.

• **Gambling** – No coach/advisor will take part in or allow the students under their supervision to take part in any games of chance for money.

• **Sexual Harassment** – Refer to District #317 policy on Sexual Harassment.

• **Work Schedule** - Though the coaches' contract does not specify the work schedule, the coaching responsibility is for five days per week and at least two hours per day; weekends as needed due to schedule. Advisors/coaches shall be with their teams during their entire scheduled practice or rehearsal.

Salary Schedule for Coaches/Advisors

Per master contract

Staff Meetings

1. There is a minimum of one time a year (just prior to the beginning of the school year) when the total activities staff will meet. Coaches/advisors are expected to attend this meeting. Notification of date and time will be sent to all staff prior to the meeting. Notification of one's absence from the meeting should be given to the Activities Director at least one day prior to the meeting.
2. Head coaches will meet with the Activities Director prior to the season and at the completion of the season.

Volunteer/Booster Club Coaches

1. Volunteer coaches may be used but must be approved by the ISD #317 school board. All background checks must be done prior to working.
2. Volunteers are not permitted to coach participants unless under the supervision of a licensed coach. They are not permitted to take players to contests on their own. During the summer or off-season a volunteer coach cannot coach any athlete who is on the eligibility list in the sport in which they are volunteering unless they sign a waiver in the Activities Office. The supervising coach is to ensure that a volunteer coach adheres to all policies and rules of the school district, and MSHSL.

Pre Season Responsibilities

1. Emergency/Medical Plan/ Activity Acct rules Signature/ Coaches manual Signature
2. Coaching Philosophy and how program is meeting the Building Blocks listed in the Handbook
3. Team rules

Above to be on file in Activities Office BEFORE the season starts.

During the Season Responsibilities

1. Meet with athletes all at least once to evaluate their progress and communicate areas of improvement.

End of the Season Responsibilities

1. All letter winners and award winners listed to Activities Office
2. All budget request for next year
3. Assistant Coaches' evaluations
4. Facility recommendations
5. Inventory check list
6. Signed evaluation after meeting with Activities Director
7. Activity Accts spent down to under $1100. unless approved by Act. Director

Final Salary payment will be made only after End of the Season Responsibilities is complete.

District #317 Activity Procedures
Acceleration Procedure:

GUIDELINES: Participation by students on athletic teams representing the secondary school of District #317 will normally be limited to those students representing the school level which they attend for regular classes. Such teams constitute an integral part of the total educational program and are primarily designed to serve the needs of only the students of that level. This represents a basic guideline for athletic participation in our school district. However, on rare occasions, a junior high school athlete may be so physically and emotionally mature, as well as athletically gifted, that consideration should be given to allowing that student to leave his/her junior high school team and compete at the senior high level. Such a decision requires a thoughtful and critical look at the needs of the student and concern for his/her physical, mental and emotional well-being and what will be in the best interest of the student's total development. Also, the effect on the junior high school and senior high school programs must be considered. However, the total welfare of the student must be the focus of all recommendations and decisions. At the junior school level, emphasis shall be placed on participation and skill development as compared to the philosophy of stronger competitiveness and playing to win at the senior high level. (See philosophies on page 4.)

DEFINITIONS:

1. Grades 9-12 shall be considered as the senior high programs.
2. Grades 6,7,8 shall be considered as the junior high school programs.
3. Acceleration in cross country, golf, nordic skiing, and track, shall be allowed without following the procedure in this policy for acceleration except that parent permission must be granted.

PROCEDURE FOR ACCELERATION
Junior High Students:

In the rare instances where acceleration will be considered from junior high school to senior high the following procedure must be followed:

a. The student/athletes and parents will not be contacted verbally or in writing until all steps of the process have been completed.

b. The head varsity coach will initiate in writing the proposed acceleration to the activities director.

c. All coaches affected (grade level coach current year, proposed grade level coach and the head

coach) will meet with the activities director to discuss the proposed acceleration and agree that acceleration should be considered.

d. The activities director will then set up a meeting with the Principal and teachers to review this request from the standpoint of the student's total development.

e. After a reading of the guidelines and discussion, a secret ballot vote will be taken. The voting will be by the Principal, Activities Director, and teachers. The decision to accelerate must be unanimous. If the vote is not unanimous, the process ends. In cases where time does not allow the Principal and Act. Dir. can allow the promotion on a probationary basis. The student athlete will be informed it is probationary until the process can be completed.

f. If the recommendation is to further consider acceleration, the parents and the student will then be notified by the head varsity coach and asked to review the recommendation as well as plans for participation, practice, and team rules. If they concur the recommendation to accelerate will occur.

g. Once the student has been accelerated the student can be returned to the junior high level if academic performance or discipline becomes unsatisfactory.

PROCEDURE FOR ACCELERATION

C-squad to B-squad or B-squad to Varsity:

In the instances where acceleration will be considered from C- or B-squad levels to the next higher level, the following procedure will be used:

a. The head varsity coach will initiate in writing the proposed acceleration to the Activities Director.

b. All coaches affected (level coach current year, proposed level coach and the head coach) will meet with the activities director to discuss the proposed acceleration and agree that acceleration should be considered.

c. The head coach will contact the student and the parent and discuss the recommendation as well as plans for participation, practice and team rules. If they concur, the recommendation to accelerate will occur.

Booster Clubs

DIRECTIONS: All school organizations and booster clubs are required annually to receive school board approval as a sanctioned school organization and/or booster club.

REQUIRED GUIDELINES:

* Follow District #317 philosophy and building blocks for activities
* Develop a framework for membership, frequency of meetings, distribution of funds, and decision-making process
* Provide for open membership and utilize a democratic operation in decision making
* Identify a school liaison person
* Support and participate in sanctioned school activities
* Follow guidelines for fundraising and finances
* Fill out Booster Fund request form with all information and turn into Act. Director for comments and to be submitted to Booster Club PRIOR to purchase

Fundraising Activity Guidelines

There is no fundraising allowed for 6-12 Athletics, Advisors/Directors must fill out fundraising approval form prior to starting

TITLE IX STUDENT SEX NONDISCRIMINATION

I. PURPOSE

Students are protected from discrimination on the basis of sex pursuant to Title IX of the Education Amendments of 1972 and the Minnesota Human Rights Act. The purpose of this policy is to provide equal educational opportunity for all students and to prohibit discrimination on the basis of sex.

II. GENERAL STATEMENT OF POLICY

A. The school district provides equal educational opportunity for all students, and does not unlawfully discriminate on the basis of sex. No student will be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination under any educational program or activity operated by the school district on the basis of sex.

B. It is the responsibility of every school district employee to comply with this policy.

C. The school board hereby designates Gerald White, Deer River High School, PO Box 307, Deer River, MN 56636, 218-246-8241, ext. 225, as its Title IX coordinator. This employee coordinates the school district's efforts to comply with and carry out its responsibilities under Title IX.

D. Any student, parent or guardian having questions regarding the application of Title IX and its regulations and/or this policy should discuss them with the Title IX coordinator. Questions relating solely to Title IX and its regulations may be referred to the Assistant Secretary for Civil Rights of the United States Department of Education. In the absence of a specific designee, an inquiry or complaint should be referred to the superintendent or the school district human rights officer.

III. REPORTING GRIEVANCE PROCEDURES

A. Any student who believes he or she has been the victim of unlawful discrimination by a teacher, administrator or other school district personnel, or any person with knowledge or belief of conduct which may constitute unlawful sex discrimination toward a student should report the alleged acts immediately to an appropriate school district official designated by this policy or may file a grievance. The school district encourages the reporting party or complainant to use the report form available from the principal of each building or available from the school district office, but oral reports shall be considered complaints as well. Nothing in this policy shall prevent any person from reporting unlawful sex discrimination toward a student directly to a school district human rights officer or to the superintendent.

B. <u>In Each School Building</u>. The building principal is the person responsible for receiving oral or written reports or grievances of unlawful sex discrimination toward a student at the building level. Any adult school district personnel who receives a report of unlawful sex discrimination toward a student shall inform the building principal immediately.

C. Upon receipt of a report or grievance, the principal must notify the school district human rights officer immediately, without screening or investigating the report. The principal may request, but may not insist upon a written complaint. A written statement of the facts alleged will be forwarded as soon as practicable by the principal to the human rights officer. If the report was given verbally, the principal shall personally reduce it to written form within 24 hours and forward it to the human rights officer. Failure to forward any report or complaint of unlawful sex discrimination toward a student as provided herein may result in disciplinary action against the principal. If the complaint involves the building principal, the complaint shall be made or filed directly with the superintendent or the school district human rights officer by the reporting party or complainant.

D. The school board hereby designates Renee Cole, Deer River Schools, P.O. Box 307, Deer River, MN 56636, 218-246-8860, ext. 412, as the school district human rights officer to receive reports, complaints or grievances of unlawful sex discrimination toward a student. If the complaint involves a human rights officer, the complaint shall be filed directly with the superintendent.

E. The school district shall conspicuously post the name of the Title IX coordinator and human rights officer(s), including office mailing addresses and telephone numbers.

F. Submission of a good faith complaint, grievance or report of unlawful sex discrimination toward a student will not affect the complainant or reporter's future employment, grades or work assignments.

G. Use of formal reporting forms is not mandatory.

H. The school district will respect the privacy of the complainant, the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the school district's legal obligations to investigate, to take appropriate action, and to conform with any discovery or disclosure obligations.

IV. INVESTIGATION

A. By authority of the school district, the human rights officer, upon receipt of a report, complaint or grievance alleging unlawful sex discrimination toward a student shall promptly undertake or authorize an investigation. The investigation may be conducted by school district officials or by a third party designated by the school district.

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

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

D. In addition, the school district may take immediate steps, at its discretion, to protect the complainant, pupils, teachers, administrators or other school personnel pending completion of an investigation of alleged unlawful sex discrimination toward a student.

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

V. SCHOOL DISTRICT ACTION

A. Upon conclusion of the investigation and receipt of a report, the school district will take appropriate action. Such action may include, but is not limited to, warning, suspension, exclusion, expulsion, transfer, remediation, termination or discharge. School district action taken for violation of this policy will be consistent with requirements of applicable collective bargaining agreements, Minnesota and federal law and school district policies.

B. The result of the school district's investigation of each complaint filed under these procedures will be reported in writing to the complainant by the school district in accordance with state and federal law regarding data or records privacy.

VI. REPRISAL

The school district will discipline or take appropriate action against any pupil, teacher, administrator or other school personnel who retaliates against any person who reports alleged unlawful sex discrimination toward a student or any person who testifies, assists or participates in an investigation, or who testifies, assists or participates in a proceeding or hearing relating to such unlawful sex discrimination. Retaliation includes, but is not limited to, any form of intimidation, reprisal or harassment.

VII. RIGHT TO ALTERNATIVE COMPLAINT PROCEDURES

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

VIII. DISSEMINATION OF POLICY AND EVALUATION

A. This policy shall be made available to all students, parents/guardians of students, staff members, employee unions and organizations.

B. The school district shall review this policy and the school district's operation for compliance with state and federal laws prohibiting discrimination on a continuous basis.

Legal References: Minn. Stat. § 121A.04 (Athletic Programs; Sex Discrimination)
Minn. Stat. Ch. 363 (Minnesota Human Rights Act)
20 U.S.C. §§ 1681-1688 (Title IX of the Education Amendments of 1972)
34 C.F.R. Part 106 (Implementing Regulations of Title IX)

Cross References: MSBA/MASA Model Policy 102 (Equal Educational Opportunity)
MSBA/MASA Model Policy 413 (Harassment and Violence)
MSBA/MASA Model Policy 528 (Student Parental, Family, and Marital Status Nondiscrimination)

Violation - MSHSL

The School District #317 policy for all Category 1 activities shall be as follows for grades 6 through 12: School District #317 will abide by and follow eligibility rules as prescribed by the Minnesota State High School League.

CATEGORIES I & II PENALTY FOR TOBACCO, ALCOHOL, DRUGS,VAPE, SEXUAL/RACIAL/RELIGIOUS/ HARASSMENT AND/OR HAZING

During the calendar year, regardless of quantity, a student shall not (1) use or possess a beverage containing alcohol, (2) use or possess tobacco, or (3) use or consume, have in possession, buy, sell, or give away any other controlled substance.

CATEGORY I & II (Minnesota State High School League Activities) Scheduled Activities

Penalties:

1. First Violation: After confirmation of the first violation, the student shall lose eligibility for the next two (2) consecutive interscholastic contests or two (2) weeks of a season in which the student

is a participant, whichever is greater. No exceptions permitted for a student who becomes a participant in a treatment program.

2. Second Violation: After confirmation of the second violation, the student shall lose eligibility for the next six (6) consecutive interscholastic contests in which the student is a participant or three (3) weeks, whichever is greater. No exception is permitted for a student who becomes a participant in a treatment program.

3. Third and Subsequent Violations: After confirmation of the third or subsequent violations, the student shall lose eligibility for the next twelve (12) consecutive interscholastic contests in which the student is a participant or four (4) weeks, whichever is greater. If after the third or subsequent violation, the student has been assessed to be chemically dependent and the student on her/his own volition becomes a participant in a chemical dependency program or treatment program, then the student may be certified for reinstatement in MSHSL activities after a minimum period of six (6) weeks. Such certification must be issued by the director or a counselor of a chemical dependency treatment center.

4. Accumulative Penalties: Penalties shall be accumulative beginning with the student's first participation in a League activity and continuing through the student's high school career.

5. Denial Disqualification: A student shall be disqualified from all interscholastic athletics for nine (9) additional weeks beyond the student's original period of ineligibility when the student denies violation of the rule, is allowed to participate, and then is subsequently found guilty of the violation.

CATEGORY II (Fine Arts and Academic Activities) Non-Scheduled Activities

Penalties: (To include Robotics, Band Choir MSHSL events, One Act)

1. First violation 10 Hours of Community Service with prior approval by Principal .
2. Second violation: 20 Hours of Community Service with prior approval by Principal.
3. Third Violation: Loss of eligibility pending Administrative meeting with parent.

All students who receive a violation will need to complete an E-Check-Up-To-Go evaluation through the ISD Counseling Dept. prior to returning to competition.

VAPE Clarification

Vaping and the possession of any apparatus used for vaping is a violation of MSHSL bylaw 205. This includes use by adults at school events

BYLAW 205.00 CHEMICAL ELIGIBILITY Cross Reference: Bylaw 304.2 ("Denial Penalty") 1. At any time during the calendar year, a student shall not, regardless of the quantity:

A. use or consume, have in possession a beverage containing alcohol;

B. use or consume, have in possession tobacco; or,

C. use or consume, have in possession, buy, sell or give away any other controlled substance or drug paraphernalia.

D. use or consume, have in possession, buy, sell or give away products containing or products **used to deliver** nicotine, tobacco products and other chemicals. "Tobacco products" means: any product containing, made, or derived from tobacco that is intended for human consumption, whether chewed, smoked, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, or any component, part or accessory of a tobacco product.

Student Code of Responsibilities

As a student participating in Deer River interscholastic activities, these responsibilities are expected as stated in MSHSL Bylaw.

* I will respect the rights and beliefs of others and will treat others with courtesy and consideration.
* I will be fully responsible for my own actions and the consequences of my actions.
* I will respect the property of others.
* I will respect and obey the rules of my school and the laws of my community, state, and country.
* I will show respect to those who are responsible for enforcing the rules of my school and the laws of my community, state, and country.

The School District #317 recommended procedure for administering Code of Responsibility violations shall be as follows:

All allegations and complaints relative to a student violation of the rules and regulations of the Code of Responsibilities shall be channeled through the Activities Director or High School Principal. The Activities Director, so far as practicable, shall make a thorough inquiry and investigation of all reasonable substantial charges received from responsible sources. The Activities Director will conduct a preliminary inquiry to determine whether there is adequate evidence to warrant an official or full investigation. The Activities Director may also initiate an inquiry on her/his own incentive if she/he has reasonable cause to believe that a student has been in violation. The Activities Director and High School Principal will set for the penalty for the Code of Conduct violation.

Social Media

As a student at Deer River High School, you are expected to follow student handbook guidelines, even though an event may happen off school property or after school hours.

Social network sites, other digital platforms (including cell phones) and distribution mechanisms that facilitate student communicating with other students are considered "Social Networking" platforms. Participation in such networks has both positive appeal and potentially negative consequences. It is important the Deer River students be aware of these consequences and exercise appropriate caution if they choose to participate.

Students are not restricted from using any on-line social network sites and/or digital platforms. However, users must understand that any content they make public via on-line social networks or Digital platforms is expected to follow acceptable social behaviors and also to comply with federal, state, and local laws, as well as, your Student Handbook. As a Deer River student, you must be aware of your Student Handbook regulations and expectations of our said extra-curricular programs. Ignorance of these regulations does not excuse students from adhering to them.

Guidelines for Students:

These guidelines are intended to provide a framework for students to conduct themselves safely and responsibly in an on-line environment. As a student at Deer River you should:

1.Be careful with how much and what kind of identifying information you post on social networking sites. Virtually anyone with an email address can access your personal page. It is unwise to make available information such as a full date of birth, social security number, address, phone number, cell phone numbers, class schedules, bank account information, or details about your daily routine. All of these can facilitate identity theft or stalking. Social Media sites provide numerous privacy settings for information contained in its pages. Use these settings to protect private information. However, once posted, remember the information becomes property of the website and public record.

2. Be aware that community members, family and potential current and future employers, and college admissions, offices often access information you place on-line social networking sites. You should think about any information you post on sites or similar directories that potentially portrays an image of you to a prospective employer or school. The information is considered public information. Protect yourself by maintaining a self-image that you can be proud of you years from now.

3. Be careful in responding to unsolicited e-mails asking for passwords or PIN numbers. Reputable businesses do not ask for this information in e-mails.

4.Don't have a false sense of security about your rights to freedom of speech when using Social Media. Understand that freedom of speech is not unlimited. The on-line social network sites are NOT a place where you can say and do whatever you want without repercussions or personal accountability.

5.Remember photos once put on the social network site's server become their property and public record. You may delete the photo from your profile but it still stays on their server. Internet search engines like "Google" or "Yahoo" may still find that image long after you have deleted it from your profile. Think long and hard about what type of photo you want to represent you.

6. Whoever is the "adult" (over 18) responsible for the contracts, computers, phone lines, etc... is liable (civil and criminal) for your actions as a minor as well.

Things students should avoid:

1. Derogatory language or remarks about our students, teammates, school personnel, and our community at-large: as well as, teachers, or coaches; student-athletes, administrators or representatives of other schools.

2. Demeaning statements about or threats to any third party- (Including support of demeaning statements and threats.) Don't respond to these.

3. Distribution and possession of unauthorized videos and photos or statements depicting violence; hazing; sexual harassment and content; vandalism, stalking; underage drinking, selling, possessing, or using controlled substances; or any other inappropriate behaviors.

4. Creating a serious danger to the safety of another person or making a credible threat of serious physical or emotional injury to another person.

5. Indicating knowledge of any unreported felonies, crimes, thefts or damage to property or unethical behavior.

6. Indicating knowledge of an unreported school or team violation-regardless if the violation was unintentional or intentional.

One of the biggest lessons social network users can learn is that anything you post online enters the public record. You never know who may be looking and when. Students, Parents, and Guardians, let it be known that any students in violation of said conduct is subject to consequences to be determined by the Administration.

The Minnesota State High School League Student Code of Responsibilities, Bylaw 206.00, is applicable and relevant in all student related issues and concerns in such matters.

Academic Eligibility Policy for Grades 6-12:
There are two times throughout the quarter that students' grades will be checked. These two monitoring periods are at mid-quarter and end of the quarter. Each grade check has its own eligibility consequence.

A. If a student earns one or more failing grades at the mid-quarter grade check, the student will be ineligible for competition as soon as the student and coach are notified. To become eligible for competition again, the student must present the activities director or principal with a teacher signed grade report proving they are currently passing all of their classes. The student will still be required to go to practice during their ineligibility. Only the Activities Director or Principal may deem a student eligible to compete, not a

B. If a student earns one or more failing grades (F) at the end of a quarter 1, 2, 3,4 grading periods, the student will be ineligible for competition starting with the date of the first contest. The ineligibility period will be for two weeks or two contests whichever is longer. Only the Activities Director or Principal may deem a student eligible to compete, not a coach.
Deviation from this rule will be cleared through the Principal or A.D. office in emergency cases.

* Once declared ineligible, students will be allowed to practice.
* When a student with disabilities becomes ineligible, the Case Manager will call a staffing to determine if the identified disability affects grades and the student's eligibility. The IEP Team will set criteria to allow the student to be successful, improve grades, and return back to participation status.
* Incompletes will be reviewed on a per case basis to determine the details of the incomplete. A decision will then be made by the teacher and Activities Director to determine whether the student is passing or not passing the course. Participants (whether with or without incomplete grades) shall maintain passing grades to participate.
* Students who attend a summer school program and receive credit for prior failed course work can regain their eligibility. Proof of attendance and credit received must be approved by the principal or activity office.

  Deviation from this rule will be cleared through the principal or activity office.

  After School Credit Recovery: Grades 7-12
  Certified teachers within the disciplines of math, science, social and language arts will staff ASCR. ASCR will be offered two nights per week, Tuesdays and Thursdays from 3:15PM to 5:30PM. Students will meet in the Media Center at 3:15 and be escorted to classrooms by an ASCR teacher(s).
  Purpose: After School Credit Recovery is designed to help students who have lost credit due to attendance issues, or failed a quarter or semester of one or more classes. Students will be assigned to attend ASCR by the Principal or his/her designee. In addition, students may be assigned to attend ASCR to complete course work or complete test/quizzes prior to excused absences. For example, students attending a field trip, family vacation or sports event may use the ASCR time to complete assignments or test/quizzes that will be assigned during their absence. Each student's course work will be provided to the ASCR teacher by the student's classroom teacher not later than 3:30PM the day prior to each ASCR session.

ASCR teachers will be provided student rosters weekly by the ASCR coordinator. ASCR teachers will take attendance each session and submit attendance to the ASCR coordinator the following day.

Note: All Deer River students seeking academic support are welcome to attend ASCR. Non-assigned students are not required to attend for the full two hours and may be released at the ASCR teacher's discretion.

Credit Deficient Students:

Students who become 2 or more credits deficient in their Required Core Classes (Math, Science, English, Social, and Computer Apps) after their sophomore year become ineligible to participate until all credits are made up.

Deviation from this rule can be cleared through the principal or activity office.

School Attendance

All students must be in school by the beginning of second hour in order to be eligible to participate in any school activity (event or practice) scheduled on the day of the absence. The only exception is for medical appointments during the school day or funerals.
Deviation from this rule will be cleared through the Principal or A.D. office in emergency cases.

Field Trip/Sports Early Out Eligibility Policy for Grades 6-12:

There are two times throughout the quarter that students' grades will be checked. These two monitoring periods are at mid-quarter and end of the quarter, each of which is used to determine trip eligibility.

A. If a student earns one or more failing grades at the mid-quarter grade check, the student will be ineligible to participate in field trips/sports early outs as soon as the student and teacher/coach are notified.

To become eligible for field trips/sports early outs, the student must present the principal/AD with a teacher signed grade report proving they are currently passing all of their classes three (3) days prior to the event. Only the Principal or his/her designee may deem a student eligible to attend.

B. If a student earns one or more failing grades at the end of quarter 1, 2, or 3, or at midterm of 4th quarter, the student will be ineligible to attend field trips/sports early outs.

To become eligible for field trips/sports early outs, the student must present the principal/AD with a teacher signed grade report proving they are currently passing all of their classes three (3) days prior to the event. Only the Principal or his/her designee may deem a student eligible to attend.

C. Other items to be considered by the Principal for eligibility:
   1. Attendance Record
   2. Discipline Record

   Any students who participates and is in violation of the above will receive.
   Penalty:
   1st Offense: Suspension from next scheduled event or performance.
   2nd Offense: Suspension from next three scheduled events or performances.
   3rd Offense: Removal from activity for remainder of year or season.

Activities Fee:
High School sports $100
Junior High Sports $60 (Junior high students participating at the High school level pay Junior High Fee)
Fine Arts

Family Max $375
Participation fees are refunded only if the individual does not make the team or quits before the first contest of the season. A refund form needs to be picked up in the Activities Office and signed by the coach. Refunds will be issued by the District Office and sent to the student's home. No cash refunds will be given.

Team Captains/Officers/Exec. Committee members
Students who have received any type of Drug, Alcohol, Tobacco, Harassment, or Code of Conduct violation will not be eligible to serve in a leadership role in any Deer River High School activity for one year from the infraction date. Team Captains/Officers/Exec. Committee members will be required to attend a leadership training event sponsored by the school.

Homecoming and Sno-Ball Courts
Students with a MSHSL Violation or have served an Out of School Suspension are not eligible to participate in Homecoming or Sno-Ball as candidate/class representative for one calendar year.

Awards
Trophies and awards are a natural part of sports programs and they serve as a means of stimulation and motivation and are beneficial as an award for achievement. Trophies and awards shall be presented in good judgment and in compliance with the budget allocation. Any student athlete that commits a MSHSL violation will not be eligible for state, conference, local awards, or all star games during the season the penalty is served. Special awards such as MVP, etc. shall be paid for from each activity account. Only athletes who finish the season or who would have finished the season except for illness or injury shall be eligible for awards if they meet the coach's/advisor's criteria.

Lettering
The criteria established by the head coach/advisor of each activity shall determine who the letter winners are. Only athletes who finish the season or who would have finished the season except for illness or injury shall be eligible for awards if they meet the coach/advisor criteria. The coach/advisor shall prepare their criteria for participants to earn a letter prior to the start of the season and advise them accordingly before the start of the season.
Please note: letters, patches, lettering bars, and pins are available for purchase by the participants or by the coaches for each, payable upon delivery

Budget
The activities budget shall be formulated by the Activities Director with input from each head coach and advisor. Budget requests will be completed in the coach/advisor check out packet at the end of each season.

Eligibility
Requirements - Coaches shall be responsible for advising their players of eligibility requirements at the beginning of each season. Coaches/advisors are to specifically cover the MSHSL Athletic Eligibility Information, academic eligibility, Code of Conduct, and all team rules.

Eligibility requirements shall be those set forth by the MSHSL as well as the following District #317 policies:

Deer River 6-12 Athletic Programs

a. Players must attend a minimum of one week of practice before becoming eligible for games and must also comply with minimum rules as set forth by the MSHSL.

b. Deer River 6-12 extra-curricular students must be in by the start of 2nd period in order to participate in games or practice (unless absent due to a school sponsored activity or a medical/dental appointment). Coaches are requested to check attendance daily and formulate a policy for those missing. The school principal or activities director can excuse students for family emergencies.

c. Students with assigned full day ISS or OSS are ineligible for all activities before or after school.

d. Advisors/coaches shall not allow any student to participate until the student submits the signed participation receipt to them. All of the forms and fees are to be collected by the Activities Director's Office.

Equipment/Uniforms

Equipment for all levels 7-12 will be the responsibility of the head coach. All equipment shall include detailed check out to the participants, proper care during the use, and proper return of all equipment. If a uniform is lost or damaged to the point of not being able to be used again, the student to whom it was last issued will be responsible for the replacement cost. New uniforms rotation is as follows:

2026-27	**2022-23**	**2023-24**	**2024-25**	**2025-26**
JH Sports	Wrestling	Track	Volleyball	Boys' Basketball
Cheerleading	Nordic Ski	Cr. Country	Football	Girls' Basketball
	Golf	Baseball		Softball

Holiday/Wednesday night/Sunday Activities

Wednesday night has been agreed upon as family night or church night. Coaches should make every effort to conclude practices by 6 p.m. There shall be no practices or games on Thanksgiving, Christmas, New Year's Day or Easter. No practices shall be held on Sunday.

Inclement Weather

The parent always has the right to decide that their student will not participate because of the weather. These students are not to be punished in any way for this decision. There is no set policy for senior high (6-12) co-curricular activities on days of inclement weather. Knowing that the weather can change rapidly and knowing the complexities of postponements, a concrete policy is not in place. If there is any question of safety because of the weather, games and practices and other activities will be canceled or postponed. On days of inclement weather, if you have students who are about to drive home by themselves or with another student, have them call home before departing to advise their parents that they are now on their way. In the event any of you are stranded in another community, have your students call their homes and advise their parents of their situation and where they are staying. Also, when you are out of town and are ready to return to Deer River on a night of inclement weather, call the Activity Director or Principal at home or school so that they may contact the media if needed to advise them of your approximate return time, but more importantly, call the Activities Director or Principal so that a decision can be made on whether or not to start out. **School Cancellations:** When school is dismissed or canceled due to inclement weather the decision to cancel practice or games will be made by the school administration

Injuries and Accident Reports

A. Injuries

1. Immediately attend to a personal injury to a participant. If there is any doubt about the seriousness of the injury or if the injury is serious, there shall be continuous adult supervision of the injured until either a parent or a medical expert is able to assume responsibility. If any of your students suffer a head injury or possible concussion, please notify the parents or guardian.

2. **PROCEDURES FOR ALL INJURIES INVOLVING BLOOD**
    a. Stop play. Remove athlete from the contest.
    b. PUT ON GLOVES!!!
    c. If possible, have the athlete care for the injury with your supervision.
    d. Remember, student managers are not to be involved with any blood related injuries. This is because they are minors, and we cannot put them in a risk situation.
    e. Treat injury.
    f. All wounds will need to be covered before the athlete is allowed to return to participation
    g. Any blood on the uniform must be sprayed with 70% alcohol. Any blood on mats, floor, etc. should be wiped up with a paper towel, then sprayed and wiped again.
    h. After dealing with the injury, spray or wipe your hands with 70% alcohol, then wash your hands with soap and water or a towelette.
    i. Make sure there is ALWAYS an adequately stocked medical kit present. Have training with staff and athletes of emergency procedures.
3. All coaches are requested to have blood borne and first aid training by the school nurse annually.

4. Personal Injury to Coach - In the event of a personal injury to you as a coach, incurred while performing your duties as a coach, you should be aware of the Minnesota Worker's Compensation Law. Essentially this law requires that First Reports of Injury must be completed and sent immediately upon notification of injury. Contact your building principal or your Activities Director.

B. Accident Reports:

Accident reports shall be completed and given to the Director when any accidents or injuries involve more than just the usual first aid treatment or when a case of liability may be involved. Accident forms are available in the Activities Director's Office. An accident report needs to be completed within 24 hours of the incident. (Injury Report Form is found on page

In-service Days/Contracted days

The following procedures for athletic practice on in-service/contract days will be followed:

1. On "in-service or contract" days, all staff coaches must attend in their entirety all "in-service" meetings, all department meetings, and/or all building level staff meetings unless approved in advance by principal.
2. Athletes may not use school facilities unsupervised on "in-service/contract" days.
3. Non-staff coaches may conduct practice any time the facilities are free. All practices should be coordinated through the activity office

Inventory

At the end of the season, the advisor/coach shall be responsible for a detailed inventory report to be given to the Activities Director. This shall also include seeing that the equipment is properly cleaned

and stored in the designated school storage area. Equipment needed for the next season should be identified at the time of this inventory.

Lockers
Coaches shall be responsible for assigning lockers to athletes. This matter should be in coordination with the respective physical education teachers. For increased security, students are required to add a personal lock to the locker.

Student Meals (state tournament or after events)
School District #317 will not be responsible for any meal costs. The only reimbursement provided for meals will be those provided by the MSHSL for state tournaments at the rate of $20.00 per day per student. All teams stopping after an even need to have approval by the HS office when there is school the next day. All stops must be very quick to return students home quickly on school nights. Please plan ahead and use school lunch program when possible for meals to take along.

Media
Publicity is a vital part of the overall Activities Program at the senior high level of competition. The Activities Director will provide releases to the media on forthcoming daily and past events. Coaches shall be responsible for reporting their scores on the day of the event to the usual news media such as the local TV stations, the radio stations, MSHSL Web site, etc.

NCAA Clearinghouse (Athletic Eligibility at Division I and II Colleges)
Potential Division I or II student-athletes must become certified through a central processing agency (NCAA Clearinghouse) in order to become eligible for official school visits, or practice and compete in college athletics. Certification requires a minimum ACT or SAT score, completion of several *core courses*, as specified by NCAA, and a minimum GPA in those core courses. It is the *student's responsibility* to see that he/she meets all certification requirements. To begin the certification process, students must submit the following to NCAA Clearinghouse: 1) a Student Release Form (be sure to enter *and remember* your PIN# for future access to your file), 2) a fee, 3) an official transcript from each high school he/she has attended, 4) official ACT or SAT scores. The release form, fee, and transcript request should be submitted **directly to the Guidance Office,** who will forward them to NCAA Clearinghouse in a timely manner. Students must send an ACT or SAT Release Form directly to ACT or SAT to request that official test scores be forwarded to NCAA Clearinghouse.

Off-Site Practice/Games
Coaches shall instruct their participants about proper etiquette and hazards of running on the streets when going to practice or game sites. Whenever possible, stay on the school premises
Recommendations:

1. That the coaches annually review with the Activities Director the routes that will be used in the community, including all roadways and trails as to their safety and conditions.
2. That as a part of the pre-season training, coaches explain to parent/guardians that their program will include community roadways and trails with identified expectations of students.
3. That student athletes who do not follow the expectations of use of roadways and trails will be appropriately disciplined.

Pre-Excused Absences
Coaches and Advisors are asked to submit a list of students that will be absent for the school day or for any early dismissals to the Attendance Secretary at least two days in advance of the date the student/s will be absent. This list also needs to be sent out to all teachers.

Recruitment of Students
Open enrollment, Graduate Incentives, and other state programs facilitate student movement from school district to school district. The intent of these programs is to insure that student movement is based on academic, not athletic reasons.

Coaches are expected to observe the following guidelines:

1. No Deer River coach is to initiate contact, directly or indirectly, with any prospective student athlete and his/her parent from outside the Deer River attendance area at any level, under any circumstances.
2. If the student athlete or his/her parent from outside the Deer River attendance area contacts a coach, directly or indirectly, the coach will refer them to the Activities Director.
3. Transfer students whose families are moving into the school district will not be affected. These students will be processed through the high school office as they have been in the past.

Reimbursement for Coaches Expenses State Tournaments
Expenses incurred when on approved school business shall be reimbursed upon completion of detailed expense voucher and attachment of necessary receipts per District #317 policy. Expense requests shall be handled through the Activities Director. In some situations advance money is needed and this shall also be handled through the Activities Director. **Receipts are mandatory for all food and lodging expenses.**

MEALS
The maximum reimbursement rate for meals, including tax and tip, shall not exceed $50. per day of travel. Any additional cost is the responsibility of the employee. The below guidelines will be used to determine when meals may be reimbursed.

A. If actively traveling before 7:00am, breakfast maybe reimbursed unless provided free of charge by the hotel.
B. If active travel occurs over reasonable lunch hours, lunch may be reimbursed.
C. If active travel continues beyond 7:00pm, dinner may be reimbursed.
D. Itemized receipt must be provided of each meal for reimbursement

Reimbursement limits on meals:

Meal	Amount
Breakfast	$10.00
Lunch	$15.00
Dinner	$25.00

*Under no circumstance will the District reimburse for alcoholic beverages.
*Under no circumstance will the District reimburse any cost for spouse, children, friends, etc…

Activity Account Procedures
<u>Definition of Activity Funds</u>

Student activity funds are those funds that are directed toward the skill development and enjoyment of students. They are **of, by, and for students**. These funds do not offset the regular school budget, nor do responsible adults unilaterally control those funds.

<u>Activity Funds Guidelines</u>

1. All expenditures or planned activities MUST be pre-approved by the Office Administrative Assistant (Currently Theresa Grossell) with the proper form completed PRIOR to ordering or

completing the event including a purchase order when needed. Failure to due this may result in non-approval and responsibility for payment goes to Coach/Advisor

2. All check requests must be accompanied by an invoice/receipt and a copy of the activity group's minutes from a meeting where the students approved (by vote) the disbursements of the funds.
3. The District Office must approve all contractual agreements with independent vendors (music, DJ's, etc.).
4. Each Activity must submit a "Statement of Purpose" at the beginning of each school year. This statement should include the name of the activity, advisor, and student treasurer along with the group's constitution. This must be signed by the Advisor and Principal and placed on file in the High School Office.
5. Yearly – A list of the Activities officers must be submitted to the High School Office.
6. Food cannot be sold during school hours and/or in competition with the food service program.
7. The building principal or activities director must approve all fundraising projects for **ALL** activities before the activity begins. All fundraising activities must have prior approval of the principal/activities director and superintendent if the fundraiser involves community participation.
8. Games of chance are strictly prohibited. Raffles will not be permitted unless a valid permit from the Department of Revenue is obtained. Donated items cannot receive any form of reimbursement. Tickets must be in numerical order and commercially printed.
9. All students, parents, and staff involved in fundraising activities shall agree that all Funds raised by the participants shall revert to the club or activity account should the specific purpose of the fundraising activity such as trips or a banquet fail to materialize for any reason.
10. Commercially printed numerically numbered tickets must be issued at all dances.\
11. If the participants of an activity agree to pay a portion of the cost (down payment) of the activity with the balance to be funded through fundraising, the participant is eligible to withdraw his/her portion (down payment) upon withdrawal.
12. Excess dollars raised by individual students/parents towards an activity shall remain with the club or activity account at large and cannot be donated to a specific student in the activity.
13. Criteria for Out-Of-District Student Travel:
    a. Travel must be related to educational or approved activity programs.
    b. Travel must provide opportunities that are not available within the district. Trips should not interfere with the school calendar. Absences from trips initiated for academic enrichment will be recorded as a prearranged absence.
    c. The Principal/Superintendent must approve the number of adults participating in the travel to supervise students. In general, a ratio of 1 to 10 is required.
    d. It is highly recommended that at least one chaperone have a current first aid certificate.
    e. Written parent or guardian permission must be secured.
    f. The School Board must approve trips outside the State of Minnesota one (1) semester prior to the trip departure. The School Board must approve trips within the State of Minnesota thirty (30) days prior to departure.
14. Student approvals in minutes of expenditures. Attach minutes to purchase request/payment.
15. At no time are checks to be cashed for individuals, nor any form of labor paid in cash.

16. Personal checks cannot be cashed from a student activity fund. Personal checks may be accepted when payment is for the student activity and is in the exact amount due as in the case of the purchase of a ticket to a play. Checks cannot be made out for CASH.
17. At no time and under no circumstances are labor payments made by cash or check from a student activity account.
18. All letters requesting donations must be accompanied by a Fundraising Application and submitted to the Principal/Activities Director for approval prior to being mailed. The activity group will be charged for the postage.
19. Activity group advisors may not charge merchandise without pre-approval. Students are not allowed to charge merchandise at any business for the activity group. The office has a credit card for the Northern Star Foods/Cenex that advisors need to use if charging there.
20. At no time will coaches/advisors be reimbursed for their own personal meals, souvenirs, Tax of any kind, or out of pocket personal expenses.
21. Surplus items cannot be purchased to maintain an inventory for future sales.
22. If any coach/advisor does not adhere to any of the above criteria expenses accrued will be the responsibility of the coach/advisor to pay personally.
23. Participants involved in fundraising activities shall have no claim on the funds raised other Than the down payment amount

Scrimmages

Coaches are requested to use judgment in the number of scrimmages, the distance traveled to scrimmages and the sequence of scrimmages relating to practices and/or games for the sake of the participants and also in consideration of the budget. The scrimmage schedule must be cleared with the Activities Director and follow MSHSL Guidelines.

Senior-Led Practices or Captains' Practice

The term "senior-led practice" or "Captains' Practice" and the definition of those practices is rather nebulous. There is no real "legal" definition. The following should be used as a guideline:

1. Senior-led/Captains' practices must be initiated, organized, and administered by the seniors or captains.
    a. During the regular season, a coach may instruct the seniors/captains what would constitute a "good" senior-led/captains practice and how to initiate, organize and administer a program. The coaches should do all of their coaching, instructing or evaluating of a squad during the regular season.
    b. Coaches who arrange, or encourage their seniors/captains to arrange for parental or "outside of school" coaches to administer senior-led practice would be in violation of good coaching ethics.
2. Attendance should be voluntary and should not be limited.
3. It is difficult for an athlete to prepare for more than one sport at a time. A coach, who encourages team members to participate in senior-led/captains practice while he/she is still participating in a current sport, is not being fair to the individual or to the sport in which the student is participating.

4. Coaches should encourage students to participate in a sport that is in season. Coaches who educate seniors/captains to start senior-led practices extremely early in a season, would be discouraging students from participating in a current sport. This should not be the philosophy of District #317 athletic coaches.

Supervision (Groups and Facilities)

1. One of the prime responsibilities of a coach is the supervision of his/her team. In addition, the coach must be aware of his/her responsibilities for building and facility security.
2. No athlete is allowed to use school facilities without a coach present to supervise.
3. If you open a door, you are responsible for securing the door when your practice/event is completed.

4. Before leaving the premises, make the following final check:
    a. All showers are shut off.
    b. All lights in gymnasium, locker room, and coaches' office are shut off.
    c. All doors in the gym and locker room are locked and secured.
    d. Be sure exterior door is locked and secured.
5. Do not, under any circumstances, leave while there are students still in the building.

Suspension Procedure

Suspensions for violations of rules shall be administered by the Activities Director or Principal. A student who is on suspension, whether in school or out of school, will not be eligible for participation (practice or games) on those days of suspension. A student who has violated a rule and is subject to a penalty and then decides to go out for a sport/program which he/she has never been out for before may do so and may pay the penalty for his/her violation in that new sport/program. However, if he/she quits that program after paying the penalty before the season is over, the penalty for the violation shall be incurred again during the next program in which he/she becomes involved. A student must start in this other program no later than the first week unless approved by the coach/advisor.

Team Selection Procedure

With our desire to see as many students as possible participate in the activities program, we encourage coaches to keep as many students as they can without unbalancing the integrity of their activity. Obviously, time, space, facilities, equipment, personal preference and other factors will place limitations on the most effective squad size for any particular sport/activity. Strive to maximize the opportunities for our students.

1. Review all team selections that you are planning with the Activities Director before making any announcements.
2. Prior to trying out, the coach shall provide the following information to all candidates for the team:
    a. Extent of try-out period
    b. Criteria used to select the team
    c. Number to be selected
    d. Practice commitment if they make the team
    e. Game commitments
3. If a student does not make the team, the coach shall personally inform each candidate in a sensitive and respectful manner, the reason for the action.
4. Team selection lists are NOT to be posted.
5. Coaches should discuss with any student who does not make the team, alternative possibilities in the sport, or other areas in the activities program.
6. Coaches must complete the refund request form verifying that all equipment has been refunded for the student to receive a refund.

Transportation

A. Nortran buses, vans or automobiles shall be the official mode of transportation whenever possible. Any other mode of transportation shall be obtained and utilized only through the proper chain of command and only when it is absolutely necessary.
B. Transportation requests shall be made through the Activities Director. All vehicle expenses will be charged back to the respective budgets of coaches/advisors using such vehicles. Before the season begins, you will be asked to review the temporary schedule and make any changes you think necessary. You will receive a final copy of the transportation scheduled for your program. If it is incorrect, call the Activities Director as soon as possible. Whenever possible, the teams will be grouped together to travel on the same bus.
C. Advisors/coaches shall accompany their team and/or players on all bus trips. They shall be responsible for the conduct of their students at all times during practice, rehearsals, games, travel to and from scheduled events and until such time that they have vacated the locker room after completion of their activity. When district transportation is provided, staff will not be reimbursed for driving personal vehicles without prior approval of the Activities Director.
D. Bus Rules
    a. All passengers must adhere to District #317 Transportation Policies and Procedures.
    b. The coach or the advisor should administer proper control over the passengers that are being supervised.
    c. Passengers are to remain seated at all times while the bus is moving.
    d. Food and beverages may be allowed on the bus, but discretion must be used so cleanliness and order is maintained.
    e. When you depart at a restaurant, give the passengers a time limit in which to depart, eat and return to the bus.
    f. No radios, tune boxes or TV sets are allowed on the bus or van. This is a state law.
    g. All paper and rubbish are to be deposited in the wastebaskets or boxes.
    h. No profanity is allowed.
    i. Passengers are not allowed to throw anything from the bus, nor are they allowed to have their extremities out windows. Windows are to remain closed.
    j. A seating chart is recommended.
    k. A pre-trip and post-trip inspection by the coach or advisor will be required for cleanliness and damage. Bus will be clean of excess garbage before bus is cleared by driver. A cleaning charge will be accessed to the organization for excessive cleaning or damage.
E. All students are expected to ride to and from contests on transportation provided by District #317. If special situations arise, students may ride to an event **only with their own parents/guardians if written permission is given in advance. If riding home with another adult written permission must be given by the activity office in advance.**

F. Care of School Vehicles - The transportation department constantly requests that better care be given to school vehicles. Coaches/advisors shall check the oil on cars and vans before departure and clean out the interior of vehicles upon completion of their trip. Leave the keys and credit cards in the cars or vehicles when you return them to the bus garage and lock the doors. A new law requires school vans to stop for all railroad crossings.

Video Taping

Coaches/advisors are requested to use their judgment in the amount of filming each year and must realize that the expense shall be a part of their overall budget. The Activities Office has a video camera available for your use.

Coaching Clinics
Coaches of 9-12 students can attend one clinic per year per sport coached funded by the school district. Staff development procedures need to be followed. No transportation provided.

State Tournaments
Coaches of 9-12 students can attend one state tournament day per sport coached. A Sub and entry tickets will be funded by the school district. No transportation or meals provided.

When teams or individuals of Deer River schools are participating in a state tournament the following Meal Reimbursement schedule will be followed per school policy

MEALS
The maximum reimbursement rate for meals, including tax and tip, shall not exceed $50. per day of travel. Any additional cost is the responsibility of the employee. The below guidelines will be used to determine when meals may be reimbursed.

A. If actively traveling before 7:00am, breakfast maybe reimbursed unless provided free of charge by the hotel.
B. If active travel occurs over reasonable lunch hours, lunch may be reimbursed.
C. If active travel continues beyond 7:00pm, dinner may be reimbursed.
D. Itemized receipt must be provided of each meal for reimbursement

Reimbursement limits on meals:

Meal	Amount
Breakfast	$10.00
Lunch	$15.00
Dinner	$25.00

*Under no circumstance will the District reimburse for alcoholic beverages.
*Under no circumstance will the District reimburse any cost for spouse, children, friends, etc…

Student Managers
Each sport may have up to two managers. All academic, MSHSL, and other eligibility requirements or expectations apply for students in these positions. Students will be allowed to letter as a manager in a sport after 2 years as a manager. They may letter every year if they are required to be all practices and games and approved by head coach.

END OF SEASON EXTRA-CURRICULAR CHECK LIST

_____ Keys

_____ Inventory Card

_____ List of Letter Winners **Give to Activities Secretary**

_____ Names of team members (cross off those that did not finish the season). Include list of managers and statisticians. **Give to Activities Secretary**

_____ Schedule played with results of games, meets or matches

_____ New records set for the season, such as individual performance, team scoring, etc.

_____ Capitol equipment request/Next Year's Budget

_____ Letterwinner Banquet Season Summary and team picture (limit your summary to **TWO** pages, please).

The write up should be submitted to Activities Secretary over e-mail. Must be in Word format not a PDF.

_____ All uniforms and school equipment returned and in place.

Note: All of these items must be turned in to Mr. Schimek or Activities Secretary and uniforms returned before your check will be issued. Thank you for your cooperation.

7/8 grade athletic promotion form.

A Junior High student-athlete may compete for a high school level team (Varsity, JV, C) if the sport is not offered in season at the Junior High School level. In those sports where the middle school provides a team, the student-athlete will participate at their respective level. Some exceptional student-athletes can be promoted to participate at the senior high level. These individuals must clearly demonstrate:

a. Athletic ability above and beyond their class (Varsity, JV, C potential)
b. Satisfactory academic achievement
c. Satisfactory behavior
d. The physical and emotional maturity to accept this additional responsibility.

This criteria must be agreed upon by each of the following:

1) the 7/8 Grade teaching staff,
2) the parent or guardian,
3) the athletic director,
4)and the senior high coach

_____ Student Name

1) _____ 7/8 Grade Teaching Staff

2)_____ Parent

3)_____ Activities Director

4)_____Head Coach

5)_____Player

Advisor/Director Performance Evaluation Instrument

Advisor/Director Name	Years Experience	Activity

Evaluatee's Signature	Date	Evaluator's Signature	Date

On the right side of this page, please check the level of performance which best describes the appraisee's performance on that item.

Deer River School District

	Levels of Performance				
	Below Expectations				Meets Expectations
1. Personal Characteristics	**1**	**2**	**3**	**4**	**5**
The Advisor/Director Demonstrates…					
1. Self-control and poise	**1**	**2**	**3**	**4**	**5**
2. Initiative	**1**	**2**	**3**	**4**	**5**
3. Appropriate sense of humor	**1**	**2**	**3**	**4**	**5**
4. Appropriate appearance	**1**	**2**	**3**	**4**	**5**
5. Emotional Stability	**1**	**2**	**3**	**4**	**5**
6. Punctuality	**1**	**2**	**3**	**4**	**5**
7. Enthusiasm with students	**1**	**2**	**3**	**4**	**5**
8. Confidence	**1**	**2**	**3**	**4**	**5**
9. Maturity	**1**	**2**	**3**	**4**	**5**
10. Energy	**1**	**2**	**3**	**4**	**5**
11. Tolerance for stress	**1**	**2**	**3**	**4**	**5**
12. Appropriate role model	**1**	**2**	**3**	**4**	**5**
2. Leadership Qualities					
13. Relationship with other staff	**1**	**2**	**3**	**4**	**5**
14. Public relations	**1**	**2**	**3**	**4**	**5**
15. Relationship with parents	**1**	**2**	**3**	**4**	**5**
16. Attendance at workshops	**1**	**2**	**3**	**4**	**5**
17. Support of school policies	**1**	**2**	**3**	**4**	**5**
18. Innovation in techniques	**1**	**2**	**3**	**4**	**5**
19. Develop well planned program	**1**	**2**	**3**	**4**	**5**
20.Cooperation with supervisor	**1**	**2**	**3**	**4**	**5**
21. Attention to duties assigned	**1**	**2**	**3**	**4**	**5**
22. Willingness to assume extra duties	**1**	**2**	**3**	**4**	**5**
23. Communicates effectively	**1**	**2**	**3**	**4**	**5**
24. Preparation of written records	**1**	**2**	**3**	**4**	**5**
25. Understanding of activity program	**1**	**2**	**3**	**4**	**5**

3. Technical and Professional Knowledge

26. Supervision of site	**1**	**2**	**3**	**4**	**5**
27. Management of instruction time	**1**	**2**	**3**	**4**	**5**
28. Care of equipment/facilities	**1**	**2**	**3**	**4**	**5**
29. Discipline/control	**1**	**2**	**3**	**4**	**5**
30. Support of other school programs	**1**	**2**	**3**	**4**	**5**
31. Ability to keep student out for Activity	**1**	**2**	**3**	**4**	**5**
32. Planning and organizing	**1**	**2**	**3**	**4**	**5**

4. Contest and Practice Management

33. Technical knowledge of activity	**1**	**2**	**3**	**4**	**5**
34. Pre-competition initiative	**1**	**2**	**3**	**4**	**5**
35. Adapt to mid-competition needs	**1**	**2**	**3**	**4**	**5**
36. Initiative with post-contest-tear down	**1**	**2**	**3**	**4**	**5**

5. Advisor/Director Performance Analysis

37. Technical/professional knowledge	**1**	**2**	**3**	**4**	**5**
38. Provides for individual and group instruction	**1**	**2**	**3**	**4**	**5**
39. Has high expectations for all participants	**1**	**2**	**3**	**4**	**5**
40. Fair, tolerant, patient	**1**	**2**	**3**	**4**	**5**
41. Recognizes individual differences	**1**	**2**	**3**	**4**	**5**
42. Exhibits good sportsmanship	**1**	**2**	**3**	**4**	**5**
43. Conduct with officials/judges	**1**	**2**	**3**	**4**	**5**
44. Specific assignments with assistants	**1**	**2**	**3**	**4**	**5**
45. Communication with participants	**1**	**2**	**3**	**4**	**5**
46. Constructive with criticism	**1**	**2**	**3**	**4**	**5**
47. Organizes responsibilities	**1**	**2**	**3**	**4**	**5**
48. Provides positive feedback to students	**1**	**2**	**3**	**4**	**5**
49. Manages budget	**1**	**2**	**3**	**4**	**5**
50. Balances teaching/career with advisor/director duties	**1**	**2**	**3**	**4**	**5**
51. Develops talent of students in activity at all levels	**1**	**2**	**3**	**4**	**5**
52. Advisor/Director philosophy and goals established	**1**	**2**	**3**	**4**	**5**

Comments:

Assistant Coach Performance Evaluation Instrument

Coach's Name	Years Experience	Sport

Evaluatee's Signature	Date	Evaluator's Signature	Date

On the right side of this page, please check the level of performance which best describes the appraisee's performance on that item.

	Levels of Performance				
	Below Expectations				Meets Expectations
1.Personal Characteristics	**1**	**2**	**3**	**4**	**5**
The assistant coach demonstrates					
1. Self control and poise	**1**	**2**	**3**	**4**	**5**
2. Emotional stability	**1**	**2**	**3**	**4**	**5**
3. Punctuality	**1**	**2**	**3**	**4**	**5**
4. Enthusiasm in working with students	**1**	**2**	**3**	**4**	**5**
2.Leadership Qualities	**1**	**2**	**3**	**4**	**5**
5. Relationship with other staff	**1**	**2**	**3**	**4**	**5**
6. Attention to duties assigned	**1**	**2**	**3**	**4**	**5**
7. Willingness to assume extra duties	**1**	**2**	**3**	**4**	**5**
8. Rapport between coach and players	**1**	**2**	**3**	**4**	**5**
9. Ability to motivate	**1**	**2**	**3**	**4**	**5**
10. Supervision of players in all areas	**1**	**2**	**3**	**4**	**5**
11. Acceptance of duties assigned by head coach	**1**	**2**	**3**	**4**	**5**
12. Loyal to head coach and the system	**1**	**2**	**3**	**4**	**5**
3. Professional Knowledge					
13. Knowledge of the sport	**1**	**2**	**3**	**4**	**5**
14. Teaching ability	**1**	**2**	**3**	**4**	**5**
15. Care of equipment	**1**	**2**	**3**	**4**	**5**
16. Intensity and interest in coaching	**1**	**2**	**3**	**4**	**5**

Comments:

Head Coach Performance Evaluation Instrument

Head Coach Name	Years Experience	Activity

Evaluatee's Signature	Date	Evaluator's Signature	Date

On the right side of this page, please check the level of performance which best describes the appraisee's performance on that item.

	Levels of Performance Below Expectations				Meets Expectations
1. Personal Characteristics	**1**	**2**	**3**	**4**	**5**
The Head Coach Demonstrates…					
1. Self-control and poise	**1**	**2**	**3**	**4**	**5**
2. Initiative	**1**	**2**	**3**	**4**	**5**
3. Appropriate sense of humor	**1**	**2**	**3**	**4**	**5**
4. Appropriate appearance	**1**	**2**	**3**	**4**	**5**
5. Emotional stability	**1**	**2**	**3**	**4**	**5**
6. Punctuality	**1**	**2**	**3**	**4**	**5**
7. Enthusiasm with students	**1**	**2**	**3**	**4**	**5**
8. Confidence	**1**	**2**	**3**	**4**	**5**
9. Maturity	**1**	**2**	**3**	**4**	**5**
10. Energy	**1**	**2**	**3**	**4**	**5**
11. Tolerance for stress	**1**	**2**	**3**	**4**	**5**
12. Appropriate role model	**1**	**2**	**3**	**4**	**5**
2. Leadership Qualities					
13. Relationship with other staff	**1**	**2**	**3**	**4**	**5**
14. Public relations	**1**	**2**	**3**	**4**	**5**
15. Relationship with parents	**1**	**2**	**3**	**4**	**5**
16. Attendance at clinics	**1**	**2**	**3**	**4**	**5**
17. Support of school policies	**1**	**2**	**3**	**4**	**5**
18. Innovation in techniques	**1**	**2**	**3**	**4**	**5**
19. Develop well planned program	**1**	**2**	**3**	**4**	**5**
20.Cooperation with supervisor	**1**	**2**	**3**	**4**	**5**
21. Attention to duties assigned	**1**	**2**	**3**	**4**	**5**
22. Willingness to assume extra duties	**1**	**2**	**3**	**4**	**5**
23. Develops off-season program/activities/workouts	**1**	**2**	**3**	**4**	**5**
24. Preparation of written records	**1**	**2**	**3**	**4**	**5**
25. Understanding of activity program	**1**	**2**	**3**	**4**	**5**

3. Technical and Professional Knowledge

26. Supervision of site	**1**	**2**	**3**	**4**	**5**
27. Management of instruction time	**1**	**2**	**3**	**4**	**5**
28. Care of equipment/facilities	**1**	**2**	**3**	**4**	**5**
29. Discipline/control	**1**	**2**	**3**	**4**	**5**
30. Support of other school programs	**1**	**2**	**3**	**4**	**5**
31. Ability to keep students out for Activity	**1**	**2**	**3**	**4**	**5**
32. Planning and organizing game/practice plans	**1**	**2**	**3**	**4**	**5**

4. Contest and Practice Management

33. Technical knowledge of Activity	**1**	**2**	**3**	**4**	**5**
34. Pre-competition initiative	**1**	**2**	**3**	**4**	**5**
35. Adapt to mid-competition needs (adjustments)	**1**	**2**	**3**	**4**	**5**
36. Initiative with post-contest-tear down	**1**	**2**	**3**	**4**	**5**

5.Head Coach Performance Analysis

37. Technical/professional knowledge	**1**	**2**	**3**	**4**	**5**
38. Provides for individual and group instruction	**1**	**2**	**3**	**4**	**5**
39. Has high expectations for all participants	**1**	**2**	**3**	**4**	**5**
40. Fair, tolerant, patient	**1**	**2**	**3**	**4**	**5**
41. Recognizes individual differences	**1**	**2**	**3**	**4**	**5**
42. Exhibits good sportsmanship	**1**	**2**	**3**	**4**	**5**
43. Conduct with officials/Judges	**1**	**2**	**3**	**4**	**5**
44. Delegates assignments with assistants	**1**	**2**	**3**	**4**	**5**
45. Communication with participants	**1**	**2**	**3**	**4**	**5**
46. Is constructive with criticism	**1**	**2**	**3**	**4**	**5**
47. Organizes responsibilities	**1**	**2**	**3**	**4**	**5**
48. Provides positive feedback to students	**1**	**2**	**3**	**4**	**5**
49. Manages budget	**1**	**2**	**3**	**4**	**5**
50. Balances teaching/career/ with coaching duties	**1**	**2**	**3**	**4**	**5**
51. Develops talent of athletes at all levels	**1**	**2**	**3**	**4**	**5**
52. Coaching philosophy and goals established	**1**	**2**	**3**	**4**	**5**
53. Updates players on a regular basis on playing status	**1**	**2**	**3**	**4**	**5**

Comments:

Activity Purpose Form

Name of Activity: _____ Date: _____

I, _____ (Coach,Advisor) received a copy of the Activity Fund Guidelines (Based on the Manual For Activity Fund Accounting (MAFA) and acknowledge my responsibility for assuring that proper procedures are followed.

_____	_____	_____
Coach/Advisor Name Printed	Coach/Advisor Signature	Date
_____	_____	_____
Brent Schimek	Activity Director Signature	Date

Upon termination of the above named activity, any unobligated funds that remain in the account will be disposed of in the following manner:

DEER RIVER HIGH SCHOOL

Activity Fund Pre-Approval Form

Date _____

Activity Fund Name _____

Item(s) being purchased _____ @ $ _____

_____ @ $ _____

_____ @ $ _____

Total amount of purchase $_____

Name of Advisor/Coach _____

Name of Student Treasurer/Captain _____

****

Approved by:

_____ Date _____

DEER RIVER HIGH SCHOOL

Activity Fund Check Request

Date requested _____

Date needed _____

Pay to the order of _____

Address _____

****

Activity Fund Name _____

Name of Advisor/Coach _____

Name of Student Treasurer/Captain _____

****

Explanation for disbursement. Include copies of all invoices/receipts. **Checks will not be written without an invoice/receipt attached.**

_____

_____

_____

_____

Total Amount of Check: $_____

Advisor Signature _____

****

Office Use Only

Approved by _____

Paid by Check #_____ Date paid _____

I.S.D. #317

FUNDRAISING APPLICATION

Club/Organization: _____

Advisor(s): _____

Date of Request: _____

Fundraiser (what): _____

Purpose of Fundraiser (why): _____

_____

_____

Location:

___ In School Only
___ In Community Only
___ Both School & Community

Beginning Date: _____

Completion Date: _____

Approval _____

Disapproved _____ Reason _____

_____

_____

Administrator Signature: _____

NOTE: If the above requested fundraiser involves the community the Superintendent must also sign this form.

Superintendent's Signature: _____

DEER RIVER HIGH SCHOOL

Activity Fund Cash Receipt

Date _____

Activity Fund Name _____

Event/Fundraiser Name _____

Date(s) of Event/Fundraiser _____

Total amount of cash turned in $_____

Name of Advisor/Coach _____

Name of Student Treasurer/Captain _____

****

Office Use Only

Money received by _____

Amount received $_____

Activity Account Receipt Log

ACTIVITY FUND SALES SPREADSHEET

NAME	ITEM(S) SOLD	AMOUNT PD	CASH	CHECK #

DEER RIVER HIGH SCHOOL

Activity Fund Transfer Receipt

Date _____

Activity Fund Name _____

Reason for Transfer _____

Total amount of Transfer $_____

Name of Advisor/Coach _____

Name of Student Treasurer/Captain _____

****

Activity Fund Name receiving the Transfer:_____

Name of Advisor: _____

Name of Student Treasurer/Captain: _____

Amount received $_____

Warrior Booster Club Fund Request Form

Criteria for funds:

1. **To be used for items/events Not funded or Partially funded by school**
2. **To be used for items/events for the program NOT for athletes personal use.**
3. **Team members/coaches to have participated in Booster Fund Raising Activities.**
4. **Funds must be requested/approved PRIOR to ordering.**
5. **All ordering is responsibility of the coach/school**
6. **Check for funds approved will be written to ISD 317 only.**
7. **All items purchased will be property of ISD 317**

What are you requesting funds for?

What is the amount requested?_____ Date needed_____

How will this item benefit your program long term?

How much money is currently in your Activity Account?_____

Signature Coach_____
AD Comments:

Approval Yes/No
Reasons or Stipulations:

Booster Club Signature_____

Acknowledgement

As a Coach/Advisor at Deer River High School I have read and the following handbook

Sport/Activity_____

Year_____

Signature_____

Please turn this into the Activity Office at the beginning of each school year.

MAY 2022 Happenings in the Buildings and Grounds Dept.

- Working on the HVAC system at King to verify and rectify problems identified during our recommissioning. Working with Siemens and other contractors to make corrections to Programing and other mechanical HVAC issues. Signed 62K contract with Siemens for sensor installation and a 84K dollar for programing, wiring and sequencing of operation.

- Complete work with State Boiler Inspector and Our Boiler Insurance Co to address kitchen steamer (Boiler) licensing issues. We have replaced King steamer; HS steamer is now good to go. Harford Steam Boiler (Insurance Co.) has completed their inspection. All issues are good to go.

- Worked with Nelson Roofing on various roof repairs at the HS and King

- State Fire Marshall was here on Tuesday, 3 May. No major findings, full report has been received.

- Ordered class room furniture for both HS and King.

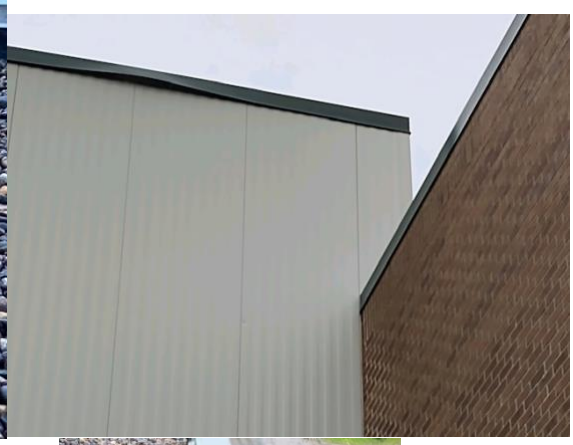
- Hired two student workers for the summer, Wicklund and Baird

- Sending two custodians to Boiler training to become Licensed Class C Boiler Operators

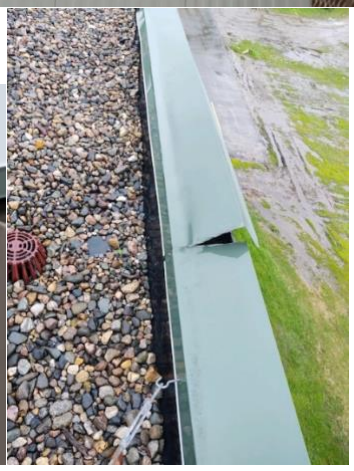
Memorial Day Storm Damage

1. Softball field scoreboard
2. JH Baseball field outfield fence (King)
3. Pole-vault pit pad cover and weather cover grommets
4. Pole-vault standards
5. Jr. High baseball field dugout 3rd base
6. Press box roof at baseball field
7. Early childhood fence
8. Demolition landfill charge $68.00
9. Flagpole at FB field
10. Various roof top damage at HS (see pictures)
11. B/G Club garden shed roof

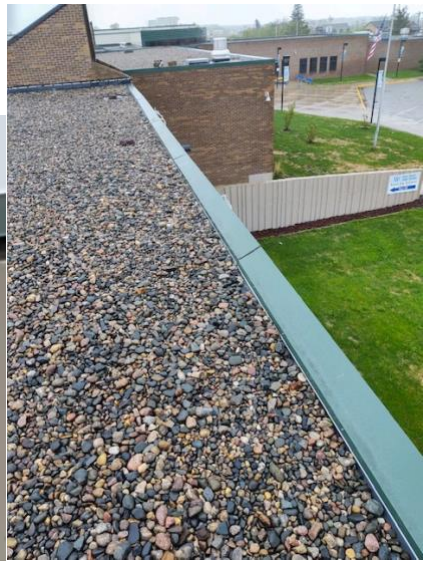


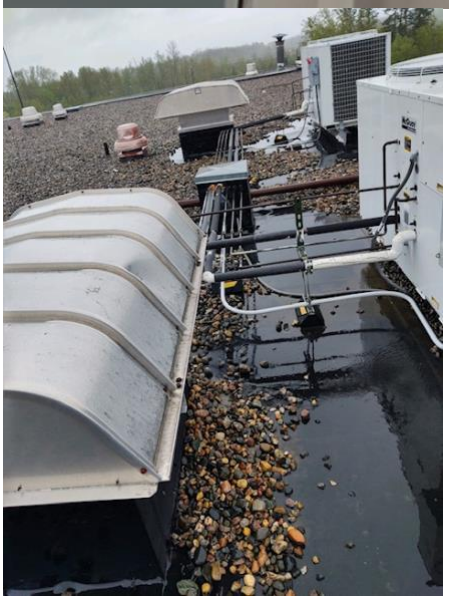












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Deer River, MN 56636
Home of the Warriors

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

May 10, 2022

Negotiations Committee (AFSCME Master Agreement)

Negotiations Committee: Directors Travis Anttila, Lloyd Kongsjord, Amanda Reed, all present.

Also in Attendance for District: Jeff Pesta, Mandy Windorski, Hunter Dubbels.

Also in Attendance for AFSCME: A negotiations team for Minnesota Council 65, American Federation of State, County, and Municipal Employees, AFL-CIO, Local Union No. 498 led by local Field Representative Troy Bauch and local President Melissa Monroe.

Meeting #3 – Shared additional research topics prepared by each party. Tentatively agreed to language items. Identified final compensation items to be calculated for a proposed agreement. The AFSCME local set a March 26 vote date. The proposed agreement was ratified by membership.

The board negotiations committee recommends approval of a three-year master agreement effective July 1, 2022 through June 30, 2025.

June 1, 2022

Negotiations Committee (Strategic Planning)

Negotiations Committee: Directors Travis Anttila, Lloyd Kongsjord, Amanda Reed, all present.

Also in Attendance for District: Jeff Pesta ,Mandy Windorski

The committee prepared contract terms and documents for the preferred superintendent candidate, Deer River Administrator Association (DRAA)., and the required negotiation of terms for the final months of the outgoing superintendent.

June 8, 2022

Negotiations Committee: Directors Travis Anttila, Amanda Reed, Lloyd Kongsjord (Webex), all present.

The committee directly negotiated proposed contract terms with both the incoming and outgoing superintendent and prepared a master agreement offer to be extended to the DRAA.

The board negotiations committee recommends approval of the superintendent contracts effective

July 1, 2022.

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May 11, 2022

Facilities Committee

Facilities Committee: Directors: Lloyd Kongsjord, Pam Thompson, Kyle Fairbanks, all present.

Also in Attendance for District: Jeff Pesta, Brent Schimek

Also in Attendance for SitelogIQ: Scott Monson, Pat Westby

The committee reviewed the facilities improvement options which were previewed at the May 9 regular business meeting. The committee unanimously selected Option #4. This choice was also supported by the Superintendent and the Director of Building and Grounds. A special meeting of the full board was scheduled for May 18 to receive the recommendation of the committee and if approved by the board majority, to take action to begin the first steps on the timeline for a King Elementary School focused project commencing in June of 2023.

The committee is recommending entering into a professional services agreement with SitelogIQ to design and manage the project with board approved financing and committed district funds.

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Date: June 13, 2022

To: ISD 317 Board of Education

- On May 11, an Awards Night program was held at DRHS with new members of the Minnesota Honor Society inducted and nearly $80,000 of scholarships given out to 18 different students from the Class of 2022.

- We have received advanced notification that on June 16th, the Minnesota Positive Behavioral Interventions and Supports (PBIS) State Leadership Team will recognize King Elementary School as a 2022 Sustaining Exemplar Cohort School.

- Congratulations to the following Deer River Track Athletes who earned the opportunity to compete in the Section Meet at UMD on June 2:

  - Tait Kongsjord qualified in discus and shot put, where he set a new program record in the shot put at 45'9". Tait earned first place and qualified to compete in the State Track Meet on June 9 at St. Michael-Albertville.

  - Armando Salazar qualified in the 110m and 300m hurdles as well as the 200m dash

  - Katie Storlie qualified in the 100m hurdles

  - Matthew Schaaf tied his personal record in pole vault with a vault of 8'

  - Ella Storlie qualified in both the pole vault and 300m hurdles

  - Katie Storlie qualified in the 100m hurdles

  - Emma Morris qualified in the pole vault

  - Caitlynn Hemphill qualified in the 300m hurdles

- Summer Band Update: 80 students are currently signed up for the summer music programs. 36 incoming 6th graders are signed up for their camp the first week of August, 38 7-12th students are signed up for the marching band, and 34 7-12th students are signed up for the pops camp.

MASTER AGREEMENT

By and Between

INDEPENDENT SCHOOL DISTRICT #317

DEER RIVER, MN

And

MN COUNCIL 65, AFSCME, AFL-CIO, LOCAL UNION 498

July 1, 2022 - June 30, 2025

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AGREEMENT

ARTICLE I
PURPOSE

Section 1. Parties
This Agreement is entered into between Independent School District #317, Deer River, Minnesota, hereinafter referred to as the School District, and Minnesota Council 65, AFSCME, AFL-CIO, Local Union 498, hereinafter referred to as the exclusive representative, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971 as amended, hereinafter referred to as the P.E.L.R.A., to provide the terms and conditions of employment for all employees who are covered by this bargaining Agreement during the duration of this Agreement.

ARTICLE II
RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Parties
In accordance with PELRA, the School District recognizes Local Union No. 498, Minnesota Council 65, AFSCME, AFL-CIO, as the exclusive representative for collective bargaining purposes for all employees of Independent School District #317, Deer River, Minnesota, who are not required to be licensed by the State of Minnesota, whose employment service exceeds the lesser of fourteen (14) hours per week or 35 percent of the normal work week and more than 67 work days per year, in a single classification, excluding supervisory and confidential employees. Paraprofessionals, Student Support Services, Transportation/Grounds-Maintenance, Food Service, Custodial and Clerical are the classifications to which exclusive representative shall have those rights and duties as prescribed by PELRA and as described in the provisions of this Agreement.

Section 2. Appropriate Unit
The Board shall not enter into any agreements with the employees coming under the jurisdiction of this Agreement, either individually or collectively, which in any way conflict with the terms and conditions of this Agreement.

ARTICLE III
DEFINITIONS

Section 1. Terms and Conditions of Employment
Shall mean the hours of employment, the compensation therefore – including fringe benefits except retirement contributions or benefits other than employer payment of, or contributions to, premiums for group insurance coverage of retired employees or severance pay, and the employer's personnel policies affecting the working conditions of the employees and is subject to the provisions of PELRA.

Section 2. School District
For the purpose of administering this Agreement, the term "School District" shall mean the School Board or its designated representative.

Section 3. Other Terms
Terms not defined in this Agreement shall have those meanings as defined by the P.E.L.R.A.

Section 4. Definitions of Employees

A. **Full-time Employee**: An employee who works twelve (12) months per year and at least seven (7) hours per day.

B. **Part-time Employee**: An employee who works less than seven (7) hours per day and twelve (12) months per year.

C. **Full-time School Term Employee**: An employee who works not less than seven (7) hours per day during the school term.

D. **Part-time School Term Employee**: An employee who works less than seven (7) hours per day during the school term. Pro rata based on seven (7) hours.

ARTICLE IV
SCHOOL DISTRICT RIGHTS

Section 1. Inherent Managerial Rights
The exclusive representative recognizes that the School District is not required to meet and negotiate on matters of inherent managerial policy, which include but are not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel.

Section 2. Management Responsibilities
The exclusive representative recognizes the right and obligation of the School Board to efficiently manage and conduct the operation of the School District within its legal limitations and with its primary obligation to provide educational opportunity for the students of the School District.

Section 3. Effect of Laws, Rules and Regulations
The exclusive representative recognizes that all employees covered by this Agreement shall perform the services and duties prescribed by the School District and shall be governed by the laws of the State of Minnesota, and by School District rules, regulations, directives and orders, issued by properly designated officials of the School District. The exclusive representative also recognizes the right, obligation and duty of the School District and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the School District insofar as such rules, regulations, directives and orders are not inconsistent with, or alter any of, the terms of this Agreement.

Section 4. Reservation of Managerial Rights
The foregoing enumeration of rights and duties shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and all management rights and management functions not expressly delegated in this Agreement are reserved to the School District.

ARTICLE V
EMPLOYEE RIGHTS

Section 1. Right to Views
Pursuant to PELRA, nothing contained in this Agreement shall be construed to limit, impair or affect the right of any employee or his representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful and proper performance of the duties of employment or circumvent the rights of the exclusive representative.

Section 2. Right to Join
Pursuant to PELRA, employees shall have the right to form and join labor or employee organizations, and shall have the right not to form and join such organizations. Employees in an appropriate unit shall have the right to secret ballot to designate an exclusive representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for employees of such unit with the School District.

Section 3. Request for Dues Check off
In recognition of the Union as the exclusive representative:

Subd. 1. The Employer shall deduct an amount each pay period sufficient to provide the payment of regular dues and/or other Union approved deductions, established by the Union from the wages of all employees authorizing, in writing, such deduction on a form mutually agreed upon by the Employer and Union; and the deduction of dues shall commence 30 working days after initial employment with the Employer, and

Subd. 2. The Employer shall remit such deductions to AFSCME Council 65 Administrative Office (118 Central Avenue, Nashwauk, MN 55769) with a list of the names of the employees from whose wages deductions were made along with other pertinent employee information necessary for the collection and administration of union dues preferably in an Excel formatted report that may be electronically transmitted or by U.S. mail; and

Subd. 3. The Union shall provide the formula or schedule (if applicable) to calculate the actual dues deduction to the Employer and will provide a spreadsheet that can be used to calculate the actual dues along with any set amount for local assessments, in an electronic Excel format or via U.S. mail.

Section 4. Fair Share Fee/Agency Fee

The Union may collect an Agency fee or Fair Share Fee, in an amount determined by the Union, from bargaining unit members who choose not to become members of the Union. However, any such fees so collected by the Union shall be accomplished in accordance with the applicable terms of Minn. Stat. Sect. 179A06, Subd. 3.

Section 5. Hold Harmless Agreement
The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of action taken by the Employer under all provisions of this Article.

ARTICLE VI
RATES OF PAY

Section 1. Rates of Pay

Subd. 1. Schedule
The wages and salaries reflected in Schedule A, attached hereto, shall be a part of the Agreement for the period commencing July 1, 2022 to June 30, 2025.

Subd. 2. Duration
During the duration of this Agreement, advancement on any salary schedule shall be subject to the terms of this Agreement. In the event a successor Agreement is not entered into prior to the expiration of this Agreement, an employee shall be compensated according to his current rate until a successor Agreement is executed.

Subd. 3. Long-term Substitutes
Substitutes who at the time of employment are known to be replacing the same non-certified staff member for more than thirty (30) days shall be placed on the salary schedule under the correct grade, year 1 and those who substitute in the same position for 31 days shall be placed on the salary schedule in the correct grade, year 1, with that pay retroactive to day 1.

Subd. 4. Call-out Pay
Custodians shall be compensated a minimum of four (4) hours pay for returning to work at the request of the District or reporting to work at time other than their normally scheduled shift start/stop times.

Subd. 5. Passes for Staff
All members of the bargaining unit will receive one (1) free district athletic season pass per year.

Subd. 6. Annual Notice of Assignment
Written notice of assignment shall be made annually, identifying the job title, rate of pay, and relationship to the school day calendar.

ARTICLE VII
GROUP INSURANCE

Section 1. Selection of Carrier
The selection of the insurance carrier and policy shall be made by the School District as provided by law.

Section 2. Health and Hospitalization Insurance:

Subd. 1. Group Health Plan
Employer shall make available a group health plan to all qualified bargaining unit members who elect to participate in said plan. With respect to qualifying bargaining unit members, Employer shall contribute an amount not to exceed $620.00 towards the monthly premium cost for single group health coverage for the 2022-2023 school year, and an amount not to exceed $620.00 during the 2023-2024 and 2024-2025 school year. Employer shall contribute an amount not to exceed $1,000.00 during the 2022-2023 school year towards the monthly premium cost for family group health coverage, and an amount not to exceed $1,000 during the 2023-2024 and 2024-2025 school year.

Subd. 2. Employer Contributions to the Health Reimbursement Accounts for Active Employees

Subd. 1a. Definition. For the purposes of this agreement, "health reimbursement account" shall mean an account recognized by the Internal Revenue Service in which contributions can be made by the employer for the purposes of healthcare cost reimbursements.

Subd. 1b. Contributions. Employer will make a monthly contribution amount to individual health reimbursement accounts for qualifying bargaining unit members in accordance with the following schedule:

$150.00 per month (up to $1,800.00 annually) for each qualified employee who elects single coverage under the district's group health plan.

$230.00 per month (up to $2,760.00 annually) for each qualified employee who elects family coverage under the district's group health plan.

All contributions on behalf of a plan participant shall cease on the date the participant is no longer actively enrolled in the group health plan.

Subd. 3 Hardship

The contribution will be made on a monthly basis over the insurance plan year. If a participant in the health reimbursement arrangement is entitled to receive an annual contribution that is prorated on a monthly basis over the plan year, and the participant incurs one or more claims for an eligible health expense that exceeds the participant's account balance in their account, the Employer may, at the participant's hardship case request, accelerate its prorated contribution for that year to the extent necessary to reimburse the participant for the claim. The total contribution for such a participant shall in no event exceed the contribution to which he or she was originally entitled to for that year.

Subd. 4 Pro-ration.

If a qualified bargaining unit member [or retiree] enters the plan as a participant on a date after the first day of the plan year, the Employer shall prorate the amount of the Employer contribution to reflect the late entry. If the participant incurs one or more claims for an eligible health expense that exceeds the participant's account balance in their account, the Employer may, at the participant's hardship case request, increase its contribution for that year to the extent necessary to reimburse the participant for the claim, but not exceeding the contribution made to similarly situated participants who entered the plan on the first day of the plan year. The participant shall be entitled to the same rights of similarly situated employees to accelerate future employer contributions that are prorated over the plan year.

Subd. 5 Payment of Administrative Fees

All administrative fees allocable to individual health reimbursement accounts of active employees or former employees shall be paid from the employees account.

Section ~~3~~. Dental Insurance

The School District agrees to provide single and family dental coverage.

Subd. 1. Contribution Rate

The School District shall contribute up to $48.26 per month for single coverage and $62.00 per month for family coverage, during the contract term from July 1, 2022 through June 30, 2025, for all full-time employees. Part-time employees shall receive a pro-rata premium participation by the District. School District premium participation shall be on a twelve-month basis for all eligible employees.

Section 4. Claims Against the School District

It is understood that the School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein, and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

Section 5. District Contribution and Eligibility

Subd. 1.

An employee is eligible for School District contribution as provided in this Article as long as the employee is employed on paid status by the School District and is enrolled in the District's group health and hospitalization insurance plan. Upon termination of employment, all District contributions shall cease. Individuals may continue in the group insurance coverage at their own cost for a period of up to 18 months in accordance with COBRA. Premiums must be pre-paid to the District Office by the 22nd of each month preceding the month of coverage.

Subd. 2.

Beginning with the 2002-03 contract year, all newly hired employees shall receive School District contributions to premiums based on the number of months worked (i.e., twelve months, equals twelve month participation, pro-rated on hours worked; school year, nine months equals nine month participation, pro-rated on hours worked).

Section 6. Life Insurance
The School District shall contribute up to $102.00 per year toward the purchase of $50,000 term life insurance with the remainder to be borne by the employee.

Section 7. Long-term Disability Insurance
The School District shall contribute the total dollar amount per month toward the premium of each employee enrolled in the School District group long term disability income plan during the 2022-2025 contract years.

Section 8. Eligibility
Benefits in this Article are designed for personnel as specified in each Section of Article VII.

ARTICLE VIII
LEAVES OF ABSENCE

Section 1. Sick leave

Subd. 1. Earning
All employees shall earn sick leave at the rate of one (1) day per month of service, accumulative to 140 working days. The one (1) day per month shall be equivalent to the hours worked per day. Annual sick leave shall accrue monthly as it is earned on a proportionate basis to the employee's work year.

Subd. 2. Use
Sick leave with pay shall be allowed whenever an employee's absence is found to have been due to the employee's illness and/or disability, which prevented attendance at school and performances of duties on that day or days. Pursuant to M.S. 181.9413 (with spouse and parent added), an employee may use sick leave for absences due to an illness of or injury to the employee's child, spouse, sibling, parent, grandparent, grandchild or stepparent for such reasonable periods as the employee's attendance with the child, spouse, parent, grandparent grandchild or stepparent may be necessary on the same terms the employee is able to use sick leave benefits for the employee's own illness or injury. Pursuant to MS 181
9413 child includes stepchild, and a biological, adopted and foster child.

Subd. 3. Medical Certificate Requirement
The School District may require an employee to furnish a medical certificate from a qualified physician as evidence of illness if a pattern of absences occurs, indicating such absence was due to illness, in order to qualify for sick leave pay. However, the final determination as to the eligibility of an employee for sick leave is reserved to the School District. In the event that a medical certificate will be required, the employee will be so advised.

Subd. 4. Accrual
Sick leave allowed shall be deducted from the accrued sick leave days earned by the employee.

Subd. 5. During Vacation
If an employee becomes ill or is injured while on vacation, the scheduled vacation time is counted as vacation; and, if the disability continues beyond the scheduled time of vacation, sick leave pay (any remaining sick leave credit) will begin on the first consecutively scheduled working day after the end of the scheduled vacation.

Subd. 6. Procedure
Sick pay shall be approved only upon submission of an absence request to the absence reporting system used by the district and subsequent approval of the leave request by a building or district administrator. Any employee absent without approved leave shall be subject to disciplinary action and/or wage deduction.

Subd. 7. Balance Notification
Sick leave and vacation day balance notices are to be available in electronic format on a bi-weekly basis. Paper copies of balances will be made available upon written request. Employees accrued sick day(s) will be available at the end of the month in which they accrue.

Subd. 8. Donations

An employee may donate up to three (3) sick days per year total for employees within the bargaining unit who have exhausted all sick leave, personal leave, and/or vacation and who encounter a catastrophic medical condition as determined by the district.

Section 2. Worker's Compensation

Pursuant to M.S. 176, an employee injured on the job in the service of the School District and collecting Worker's Compensation insurance, may draw sick leave and receive full salary from the School District, their salary to be reduced by an amount equal to the insurance payments and only that fraction of the days not covered by insurance will be deducted from their accrued sick leave.

Section 3. Medical Leave

Subd. 1. Qualifications

An employee who has completed their probationary period who is unable to perform their duties because of illness or injury, and who has exhausted all sick leave credit available, or has become eligible for long term disability compensation, may, upon request, be granted a medical leave of absence, without pay, up to six (6) months. This leave may be renewed at the discretion of the School District.

Subd. 2. Request Procedure

A request for leave of absence, or renewal thereof, under this Section shall be accompanied by a written doctor's statement outlining the condition of health and estimated time at which the employee is expected to be able to assume their normal responsibilities.

Subd. 3. Credit

An employee who returns from unpaid leave shall retain experience credit for pay purposes and other benefits, which had accrued at the time he/she went on leave. No credit shall accrue for the period of time that an employee was on unpaid leave.

Subd. 4. Unpaid Leave

A leave of absence shall be granted by mutual agreement of the Board and the Union. An employee shall not lose any seniority while on an approved leave of absence.

Section 4. Personal Leave

Subd. 1. Accrual

An employee may be granted a leave at the discretion of the Superintendent or his designated representative of no more than three (3) days per year, two (2) of which may accumulate to the next year, to a maximum of five (5) days.

Regular twelve (12) month employees are granted personal leave days beginning July 1 of each year. School term employees are granted personal leave days beginning September 1 of each year.

Subd. 1a. Fifteen Year Additional Day

After fifteen (15) years of service, an employee will be granted one (1) additional day of personal leave. The total of accumulated days shall not exceed five (5).

Subd. 1b. Twenty-five Year Additional Days

After twenty (25) years of service, an employee will be granted three (3) additional day of personal leave. The total of accumulated days shall not exceed six (6).

Subd. 2. Request Timeline

Requests for personal leave must be entered into the absence reporting system used by the district at least three (3) days in advance. Leave shall only be granted upon approval by a building or district administrator and is contingent upon the employee securing a substitute when required, as determined by a building or district administrator. Any employee absent without approved leave shall be subject to disciplinary action and/or wage deduction.

Subd. 3. Leave Restrictions

A personal leave day shall not be granted during the first week nor the last week of the school year, unless prior approval has been given.

Subd. 4. Union Leave

A public employer must afford reasonable time off to elected officers or appointed representatives for the purpose of conducting the duties of the exclusive representative and must, upon request, provide an unpaid leave of absence to elected or appointed officials of AFSCME for a total of 2 employee days. The employee may use personal leave time for these days.

Subd. 5 Coaching and Advisor Assignment

Employee (s) who serve as a hired coach or advisor shall be granted leave to attend scheduled games or events for the extra curricular group they coach/advise without deducting from their paid time off. The duties shall be in addition and apart from the duties required of an AFSCME employee.

Section 5. Bereavement Leave

An employee will be granted up to four (4) days of bereavement leave annually in the event of the death of a member of the employee's immediate family. Immediate family will be defined as spouse, children, parents, siblings, grandparents, grandchildren, corresponding in-laws, and guardians. An employee will be granted one (1) day of bereavement leave annually in the event of the death of a non-family member. Any additional days granted will be deducted from salary at the current daily rate. Bereavement leave will be deducted from accumulated sick leave.

Section 6. Unpaid Leave

Employees are eligible for one (1) week [five (5) consecutive days] of unpaid leave after every five (5) continuous years of service. Employees are also eligible for one (1) week [five (5) consecutive days] of unpaid leave after each additional five (5) continuous years of service. Employees may be granted unpaid leave at the discretion and prior approval of the District. Unpaid hourly and benefit rates will be deducted on the payroll following the dates unpaid leave time was taken. This option is available effective immediately upon ratification for qualifying employees who have completed five (5) continuous years of service.

Employees may be granted unpaid leave of up to a total of 16 hours per contract year to attend school conferences or school-related activities related to the employee's child, provided the conference or school related activities cannot be scheduled during non-work hours. Employees may choose to substitute their earned paid leave in place of unpaid leave.

Section 7. Family and Medical Leave

Subd. 1. Purpose:

Pursuant to the Family and Medical Leave Act, 29 U.S.C. 1201 et. Seq., an eligible employee shall be granted, upon written request, up to a total of twelve (12) weeks of unpaid leave per year in connection with

(1) the birth and first year care of a child;
(2) the adoption or foster placement of a child;
(3) the serious health condition of an employee's spouse, child, or parent and;
(4) the employee's own serious health condition.

Subd. 2. Salary and Fringe Benefits

Such leave shall be unpaid, except an eligible employee, during such leave, shall be eligible for regular School District group health and hospitalization insurance contributions as provided in this Agreement for a period of the leave, but not to exceed twelve (12) weeks, per year, notwithstanding any other provisions of this Agreement.

Subd. 3. Eligibility

To be eligible for the benefits of this section and insurance contributions, an employee must have been employed by the School District for the previous twelve (12) months and must have been employed for at least 1,250 hours during such previous twelve-month period.

Subd. 4. Paid Leave Under Contract

While FMLA leaves, except for eligible insurance contributions as provided in Subd. 2. hereof, are unpaid, nothing herein shall preclude an employee from utilizing paid leave otherwise provided in this Agreement, provided the employee qualifies for the paid leave; i.e., sick

leave or personal leave or vacation leave, pursuant to the provisions of this Agreement governing such leaves. Moreover, nothing herein, or any other provisions of this Agreement, shall be construed to require the School District to combine leaves for a period of time that exceeds the leave provided by this section or the period of time for leaves provided in other sections of this Agreement.

Subd. 5. Notification

The employee will provide at least thirty (30) days of written notice of request for leave when the reason for the leave is foreseeable. The employee shall further make reasonable effort to schedule any treatment so as to minimize disruption of the work of the School District.

Section 8. Military Leave
Military leave shall be granted pursuant to applicable law.

Section 9. Jury Service
An employee who serves on jury duty shall be granted the day or days necessary as stipulated by the court to discharge this responsibility without any salary deduction or loss of basic leave allowance. The compensation received for jury duty service shall be remitted to the School District. Employees who are excused for an entire day or part thereof shall promptly report for duty after being excused by the court.

Section 10. Insurance Application
An employee on unpaid leave is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions. The employee shall pay to the School District the monthly premium in advance.

Section 11. Physicals
The Board will pay for all physical examinations required by the School Board, the State Board of Education, or any state rules and regulations.

ARTICLE IX
HOURS OF SERVICE

Section 1. Basic Work Week
The normal work week for regular full-time employees as defined in Article III, Section 4A, shall be forty-(40) hours per week unless mutually agreed upon.

Section 2. Overtime
All hours worked in excess of forty (40) hours per week shall be paid at time and one half (1.5) the applicable hourly rates of pay at the end of each pay period.

Section 3. Shifts and Starting Time
All employees will be assigned starting time and shifts as determined by the School District. There shall be no split shifts or split days off for any employee covered by this Agreement, except by mutual agreement between the Union and the designated School District representative.

Section 4. Lunch Period
Shifts shall be 8-1/2 hours long. Two fifteen (15) minute breaks shall be allowed per shift. One half-hour lunch break shall be taken as an unpaid break. Employees who work over four (4) hours per day shall receive a paid fifteen (15) minute rest break.

Section 5. School Closing

Subd. 1. Procedures
All school term employees (i.e., paras, school year secretaries, cooks, interventionist and nurse interventionist) shall be paid for all scheduled student contact days as determined by the school calendar. In the event of a change in the number of student days (i.e., school closings or calendar changes), these employees will be given the option of (1) making up that day or time on a non-student day, (2) taking a deduction for that day, or (3) taking a personal day on that day.

Subd. 2. Hours of Service
Lost time due to early outs or late starts because of inclement weather or building emergencies does not need to be made up for school term employees. This will be allowed for up to six (6) hours of lost time due to inclement weather or building emergencies. After six (6) hours of lost time due to inclement weather or building emergencies, the following steps must be taken to make up the time:

a. An AFSCME employee may make up the time lost due to school closing on a student day;
b. The plan for making up the lost time must be developed in conjunction with the building principal or direct supervisor;

c. Make-up time must be in increments of at least 30 minutes;

ARTICLE X
HOLIDAYS

Section 1. Paid Holidays

Full-time employees shall be granted the following paid holidays:

New Year's Day	Labor Day
Presidents' Day	Thanksgiving
Good Friday	Friday after Thanksgiving
Easter Monday	Day before Christmas
Memorial Day	Christmas
Fourth of July	Day after Christmas

Section 2. School in Session

The employee shall be given a floating holiday to be used on a non-student day when either:

a) Any of the above mentioned paid holidays fall on a Saturday or Sunday and the preceding Friday or the following Monday are not observed as a paid holiday, or

b) Presidents' Day or Easter Monday falls on a day when school is in session.

Any legal holiday or any holiday which falls within an employee's vacation period shall not be counted as a vacation day.

Section 3. Application

In order to be eligible for holiday pay, an employee must have worked a regular work day the day before and the day after the holiday unless on an excused illness, leave, or on vacation under these provisions.

Section 4. Eligibility

Holiday benefits as defined in this article shall apply only to those full-time employees who work at least thirty (30) hours per week on a regular basis and shall not apply to substitute or temporary employees. Part-time employees who are employed an average of at least twenty (20) hours per week and at least the regular school year shall be eligible for partial benefits proportional to the extent of their employment. Part-time employees employed less than an average of twenty (20) hours per week or less than the regular school year shall not be eligible for any benefits pursuant to this article.

ARTICLE XI
VACATIONS

Section 1. Earned Vacations
All year round employees shall earn vacation with pay in accordance with the following schedule.

WEEKS OF VACATION		SCHOOL YEARS OF CONTINUOUS SERVICE
One (1)	after	One (1)
Two (2)	after	Two (2)
Three (3)	after	Eight (8)
Four (4)	after	Twelve (12)
Five (5)	after	Eighteen (18)

10 and 11 month secretarial employees shall receive pro-rated personal leave at 50% of the same schedule. The employee will only be allowed to use the leave during the summer months or when school is out of session.

Section 2. Accrual
Vacation accrual is based on an employee's FTE.
Vacation time will accrue on July 1 of each year and must be used in the next 12 months.
First year employees who do not complete a full year of service prior to July 1 will receive a prorated amount of vacation on July 1.

Section 3. Use
Preapproval requests are to be presented to the employee's supervisor for approval at least three days in advance of the requested dates of absence. In determining vacation periods, the wishes of the employees will be respected as to the time of taking vacation, insofar as the needs of the service will permit, it being understood that the rights of the senior employee will prevail in the selection of vacation time when agreement cannot be reached among the employees.

Section 4. Resignation or Termination
If an employee resigns before completing their first full year of service, the employee shall not be entitled to any vacation pay. An employee who has completed at least one (1) year of service shall be entitled to receive the pro-rata pay of unused vacation time provided such employee provides the School District with at least two (2) weeks' advance, written notice of the resignation time.
Upon termination of employment, for any cause, employees shall be paid for any accumulated vacation credit, including pro rata payments for periods of less than one year.

Section 5. Carryover "A 12 month full time employee may carry over up to one week of vacation time balance from year to year."

ARTICLE XII
PROBATIONARY PERIOD

Section 1. Probationary Period
An employee under the provisions of this Agreement shall serve a probationary period of six (6) months of continuous service in the School District, during which time the School District shall have the unqualified right to suspend without pay, discharge or otherwise discipline such employee; and during this probationary period, the employee shall have no recourse to the grievance procedure insofar as suspension, discharge or other discipline is concerned. By mutual agreement, the School District may extend the probationary period by an additional ninety (90) days. A probationary employee shall have the right to bring a grievance on any other provisions of the contract alleged to have been violated.

Subd. 1a. Completion of Probationary Period
An employee who has completed the probationary period may be suspended without pay or discharged only for cause.

Section 2. Probationary Period; Change of Classification
In addition to the initial probationary period, an employee transferred or promoted to a different classification shall serve a probationary period of three (3) calendar months in any such new classification. During this three (3) months probationary period, if it is determined by the School District that the employee's performance in the new classification is unsatisfactory, the School District

shall have the right to reassign the employee to his former classification. The employee, during this period, shall be allowed to return to his/her former classification or position if he/she chooses to do so.

ARTICLE XIII
SENIORITY

Section 1. Seniority Date
Employees shall acquire seniority upon completion of the probationary period as defined in this Agreement and, upon acquiring seniority, the seniority date shall relate back to the first day of service in the Union posted position. If more than one employee commences work on the same date, seniority ranking shall be in alphabetical order by last name.

Section 2. Eligibility
Seniority standing shall be granted to all employees who have met the criteria of Section 1. Seniority shall mean seniority only in the classification for which the employee was hired and is or has worked and shall be so designated in the seniority list.

Section 3. Part-time Employees
The School District reserves the right to employ such personnel as it deems desirable or necessary on a part-time or casual basis, providing permanent full-time positions are not eliminated and replaced by part-time personnel.

Section 4. Layoff and Rehire Procedure
In the event of a layoff, employees shall be laid off according to the inverse order of seniority. Employees shall be rehired according to seniority in their inverse order of lay offs for a period of two (2) years. Employees who are offered a position for which they are qualified and in the category in which they were laid off (i.e., para for a Para, and are not physically incapable of accepting the offer, can decline one (1) time. The second time a position is offered and is declined, the employee shall be considered as having resigned. Notice of Recall shall be sent to employees at their last known address as provided by the employee by registered or certified mail. If the employee fails to respond to the District within ten (10) working days from the date of mailing of Notice of Recall, the employee shall be considered as having resigned.

Section 5. Seniority Preference
In the case of a reduction in force, the elimination of a position, a single change of more than thirty (30) minutes per day, or a change that results in the position differing by more than 45 minutes per day for that school year, a senior employee may exert his or her seniority preference over a junior employee within the classification that the employee is currently employed. The most senior employee shall be given preference on extra non-academic time.

Section 6. Inter Staff Substituting
An employee assigned by the School District to fill in for an absent employee on a temporary basis (minimum of one full shift) shall be paid the higher of either the employee's regular hourly rate or the hourly rate (using the assigned employee's normal step placement) in the classification to which the employee is temporarily assigned for all hours worked in the temporary assignment.

Section 7. Vacancies
Notices of all vacancies and newly created positions shall be posted on employee bulletin boards, and the employees shall be given ten (10) days time in which to make application to fill the vacancy or new position, provided he/she has the necessary qualifications to perform the duties of the job involved. Job postings that occur during the summer will be mailed to one representative from each building for dissemination to staff. The District shall make the determination as to whether or not the applicant possesses the necessary qualifications. In the event the Union does not concur in the determination, the applicant shall have the right of appeal through the normal grievance procedure. The District retains management rights of hiring as noted in this section and hiring decisions are not grievable. Newly created positions or vacancies are to be posted in the following manner: the type of work, the place of work, the rate of pay, the hours to be worked, and the classification.

Section 8. Seniority List
The seniority list shall be brought up to date by October 1 of each calendar year. Copies of the seniority list shall be sent to the employees in October. Employees shall have thirty (30) days from the date of the initial posting to notify the District of any disagreement over the seniority list. The seniority list shall be posted on employees bulletin boards after verification has been made. A copy of the seniority list shall be sent by mail to the Secretary and the President of the Union.

Section 9. License Accommodations

Employees posting into a position within their specific job classification which requires a special license or training shall have six (6) months to obtain the necessary license or training. An employee who possesses a specific license or certification upon hire shall maintain that license or certification unless the district determines that the license or certification is no longer necessary, required, or germane to their position. Any employee who lets a necessary, required, or germane license or certification lapse shall have six (6) months to reacquire their certification or licensure or shall be subject to dismissal or reassignment.

ARTICLE XIV
SICK LEAVE BUYOUT

Section 1. ***Employees hired prior to September 1, 2002***

Subd. 1. Post Retirement Health Savings
Employees shall receive as a post retirement health benefit 50% of their accrued unused sick leave calculated at the current daily rate deposited into a health savings account (MSRS) not to exceed seventy (70) days provided they have served a minimum of ten (10) years of service with the School District.

Subd. 2. Sick Leave Buyout
Employees shall receive as sick leave buyout 50% of their accrued unused sick leave calculated at the current daily rate, not to exceed seventy (70) days provided they have served a minimum of ten (10) years of service with the School District.

Subd. 3. Medical Insurance Continuation Qualification and Duration
Retirees may continue to participate in the group medical insurance coverage at their own expense for up to seven (7) years, providing the retiree has completed fifteen (15) years of service with the District. Premiums must be pre-paid to the District Office prior to the 22nd day of the month preceding the month of coverage.

Subd. 4. Death Prior to Disbursement
In the event of a retirees death before the sick leave buyout pay has been distributed, that balance shall be paid to a named beneficiary or to the deceased's estate.

Subd. 5. 403B Match Contribution Offset
Employees hired before September 1, 2002 can elect to participate in the 403b match with the understanding that District match monies will be deducted from the Sick Leave Buyout Section 1, Subd. 1 and Subd. 2.

Section 2. Employees hired after September 1, 2002

Subd. 1. 403B Matching Contribution Eligibility
Beginning September 1, 2002, employees who are regularly employed and who have completed at least five (5) years of service with Independent School District #317 shall be eligible to participate in a 403b matching contribution plan.

Subd. 2. Contribution Rate
Independent School District #317 will contribute annually an amount equal to the amount contributed by the eligible employee to the 403b plan not to exceed the amounts shown in the following formula:

FY2023 through FY2025
5-9 year of service in ISD #317 = $1,300.00
10-14 years of service in ISD #317 = $1,500.00
15 or more years of service in ISD #317 = $2,000.00

Subd. 3. Part time calculation
Employees who work less than full time may participate in the 403b matching plan on a pro rata basis.

Subd. 4. Limits
The maximum career matching contribution by Independent School District #317 for any individual shall be $28,000.00.

Subd. 5. Authorization
A salary reduction authorization agreement must be completed by the eligible employee by October 1st of the current school year for the employee to participate in the 403b matching contribution plan for that school year. Once enrolled, the authorization will remain in force unless the employee requests a change by October 1st of the following year.

Subd. 6. Ineligibility
Employees on unpaid leave may not participate in the 403b plan while on leave.

Subd. 7. Investment Options
Contributions can be directed only to those investment companies participating in the 403b match that are presently being utilized in the District.

ARTICLE XV
BULLETIN BOARD

Section 1. Placement and Use
The District will erect and maintain bulletin boards of reasonable size to be placed in each location where the employees report for work, as may be mutually agreed upon between the Union and the-District.

ARTICLE XVI
WAGE ADMINISTRATION

Section 1. Schedule
All full and part-time employees shall be paid twice a month. Payroll information is available for self-service through the District's payroll system and is updated as soon as practical monthly. Direct deposit is required.

Section 2. Calculation
The School District shall determine salary based upon the number of days and hours per day to be worked in accordance with the attached salary schedule found in Appendix A. All employees scheduled to work 20 or more hours per week shall be paid in equal installments over 24 pay periods. All employees shall enter time and attendance daily to provide an accurate record of true effort. Payroll deductions based on time and attendance will be made monthly. Supervisors may use the time and attendance record as part of progressive disciplinary action.

Section 3. Additional or Overtime Hour Payments
Timecard hours will be calculated and paid twice monthly.

ARTICLE XVII
GRIEVANCE PROCEDURE

Section 1. Definitions

Subd. 1. Grievance
A "grievance" shall mean a dispute or disagreement between the employee and the School District as to the interpretation or application of specific terms and conditions contained in this Agreement.

Subd. 2. Group of Employees
A group of employees may file a grievance if a complaint arises out of the same transaction or occurrence and the facts and claim are common to all members of the group.

Section 2. Representative
The grievant, administrator, or School District may be represented during any step of the procedure by any person or agent designated by such party to act in the party's behalf.

Section 3. Definitions and Interpretations

Subd. 1. Extension
Time limits specified in this Agreement may be extended by mutual written agreement.

Subd. 2. Days
Any reference to days regarding time periods in this procedure shall refer to working days. A "working day" is defined as all week days not designated as holidays by state law.

Subd. 3. Computation of Time
In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, a Sunday, or a legal holiday, in which event, the period runs until the end of the next day which is not a Saturday, a Sunday, or a legal holiday.

Subd. 4. Filing and Postmark
The filing or service of any notice or document herein shall be timely if it is personally served or if it bears a certified postmark of the United States Postal Service within the time period.

Section 4. Time Limitation and Waiver
A grievance shall not be valid for consideration unless the grievance is submitted to the School District's designee in writing, signed by the grievant, setting forth the facts and the specific provision(s) of the Agreement allegedly violated and the particular relief sought within twenty five (25) days after the date that the first event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the employee and the School District's designee.

Section 5. Greivance Steps
The School District and the employee shall attempt to adjust all grievances, which may arise during the course of employment of any employee within the School District in the following manner:

Subd. 1. Level I
If the grievance is not resolved through informal discussion, the School District designee shall give a written decision on the grievance to the parties involved within ten (10) days after receipt of the written grievance.

Subd. 2. Level II
In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the Superintendent, provided such appeal is made in writing within ten (10) days after the receipt of the decision in Level I. If a grievance is properly appealed to the Superintendent, the Superintendent or his/her designee shall set a time to meet regarding the grievance within fifteen (15) days after receipt of the appeal. Within ten (10) days after the meeting, the Superintendent or his/her designee shall issue a decision in writing to the parties involved.

Subd. 3. Level III
In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the School Board, provided such appeal is made in writing within ten (10) days after receipt of the decision in Level II. If a grievance is properly appealed to the School Board, the School Board shall set a time to hear the grievance within twenty (20) days after receipt of the appeal. Within ten (10) days after the meeting, the School Board shall issue its decision in writing to the parties involved. At the option of the School Board, a committee or representative(s) of the School Board may be designated by the School Board to hear the appeal at this level and report the findings and recommendations to the School Board. The School Board shall then render its decision.

Section 6. School Board Review
The School Board reserves the right to review any decision issued under Level I or Level II of this procedure provided the School Board or its representative(s) notifies the parties of the intention to review within ten (10) days after the decision has been rendered. In the event the School Board reviews a grievance under this section, the School Board reserves the right to reverse or modify such decision.

Section 7. Denial of Grievance
Failure by the School Board or its representative to issue a decision within the time period provided herein shall constitute a denial of the grievance, and the employee may appeal it to the next level.

Section 8. Arbitration Procedures
In the event that the employee and the School Board are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein:

Subd. 1. Request
A request to submit a grievance to arbitration must be in writing signed by the aggrieved party, and such request must be filed in the office of the Superintendent within ten (10) days following the decision in Level III of the grievance procedure.

Subd. 2. Prior Procedure Required
No grievance shall be considered by the arbitrator, which has not first been duly processed in accordance with the grievance procedure and appeal provisions.

Subd. 3. Selection of Arbitrator
Upon the proper submission of a grievance under the terms of this procedure, the parties may, within ten (10) days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the Commissioner of the Bureau of Mediation Services to submit a panel of seven (7) arbitrators to the parties, pursuant to PELRA, provided such request is made within twenty (20) days after request for arbitration. The request shall ask that the panel be submitted within ten (10) days after the receipt of said request. Within ten (10) days after receipt of the panel, the parties shall alternately strike names, and the remaining name shall be the arbitrator to hear the grievance. The order of striking will be determined by lot. Failure to agree upon an arbitrator or the failure to request an arbitrator from the Commissioner within the time period as provided herein shall constitute a waiver of the grievance.

Subd. 4. Hearing
The grievance shall be heard by a single arbitrator, and both parties may be represented by such person(s) as they may choose and designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing de novo.

Subd. 5. Decision
The decision by the arbitrator shall be rendered within thirty (30) days after the close of the hearing. Decisions by the arbitrator in cases properly before him/her shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided in PELRA. The arbitrator shall issue a written decision and order including findings of fact, which shall be based upon substantial and competent evidence presented at the hearing. All witnesses shall be sworn upon oath by the arbitrator.

Subd. 6. Expenses
Each party shall bear its own expenses in connection with arbitration, including expenses relating to the party's representatives, witnesses, and any other expenses, which the party incurs in connection with presenting its case in arbitration. A transcript or recording of the hearing shall be made at the request of either party. The parties shall share equally fees and expenses of the arbitrator, the cost of the transcript or recording if requested by either or both parties, and any other expenses, which the parties mutually agree are necessary for the conduct of the arbitration. However, the party ordering a copy of such transcript shall pay for such a copy.

Subd. 7. Jurisdiction
The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before him/her pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written Agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall include, but are not limited to, such areas of discretion or policy as the functions and programs of the School District, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel. In considering any issue in dispute, the arbitrator's order shall give due consideration to the statutory rights and obligations of the School District to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

Section 9. Election of Remedies and Waiver
A party instituting any action, proceeding, or complaint in a federal or state court of law or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this article. Upon instituting a proceeding in another forum as outlined herein, the employee shall waive the right to initiate a grievance pursuant to this article, or, if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived. This section shall not apply to actions to compel arbitration as provided in the Agreement or to enforce the award of an arbitrator.

ARTICLE XVIII
GENERAL PROVISIONS

Section 1. Union Committee Absence From Duty
The Board agrees to permit the Negotiating Committee or the Grievance Committee to appear at Board meetings in negotiations or disputes without the loss of pay. Representatives of the AFSCME, AFL-CIO, shall have access to the premises of the School District at reasonable times and are subject to reasonable rules to investigate grievances and other problems with which they are concerned. The Union will provide the School District with a list of the committee members. Not more than three (3) committee members shall be entitled to a total of five (5) days without loss of pay.

Section 2. Required Absence from Duty
Employees required to attend State mandated or School District assigned safety or training seminars shall be paid to attend the same upon authorization of the same by the Superintendent of Schools.

Section 3. Subpoenaed Absences
A paid absence shall also be granted when subpoenaed as a witness in legal proceedings directly related to employment with the District.

ARTICLE XIX
DURATION

Section 1. Term and Reopening Negotiations
This Agreement shall remain in full force and effect for a period commencing on its date of execution through June 30, 2025, and thereafter until modifications are made pursuant to PELRA. If either party desires to modify or amend this Agreement commencing at its expiration, it shall give written notice of such intent no later than ninety (90) days prior to said expiration.

Unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety (90) days prior to the expiration of this Agreement. In the event a settlement on a new contract is not reached between the parties by the termination date of this Agreement, the present Agreement shall remain in force until a new Agreement is reached.

Section 2. Severability
The provisions of this Agreement shall be severable, and if any provision thereof or the application of any such provision under any circumstances is held invalid, it shall not affect any other provision of this Agreement or the application of any provision thereof.

FOR: MINNESOTA COUNCIL 65, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, LOCAL UNION 498

_____
Address

_____
President

_____
Secretary

_____
Chief Employee Negotiator

Dated this _____ day of _____, 2022.

FOR: INDEPENDENT SCHOOL DISTRICT #317, DEER RIVER, MINNESOTA

_____

Chairperson

_____

Clerk

_____

Chief Board Negotiator

Dated this _____ day of _____, 2022.

APPENDIX "A"
NON-CERTIFIED COMPENSATION SCHEDULES: July 1, 2022 - June 30, 2025

Non-Certified Compensation Schedule FY 2023

	1	2	3	4	8	12	16
Grade 1	$14.97	$15.57	$16.19	$16.82	$18.69	$20.52	$22.38
Grade 2	$15.40	$16.01	$16.65	$17.05	$19.10	$20.96	$22.81
Grade 3	$15.95	$16.59	$17.25	$17.81	$19.64	$21.50	$23.35
Grade 4	$16.39	$17.05	$17.73	$18.22	$20.07	$21.96	$23.77
Grade 5	$16.82	$17.50	$18.19	$18.69	$20.52	$22.38	$24.22
Grade 6	$17.26	$17.95	$18.67	$19.10	$20.96	$22.81	$24.66
Grade 7	$17.65	$18.36	$19.09	$19.53	$21.38	$23.20	$25.06
Grade 9	$17.81	$18.52	$19.26	$19.69	$21.55	$23.44	$25.28

Non-Certified Compensation Schedule FY 2024

	1	2	3	4	8	12	16
Grade 1	$15.27	$15.88	$16.51	$17.16	$19.06	$20.93	$22.82
Grade 2	$15.71	$16.33	$16.99	$17.39	$19.48	$21.38	$23.26

Grade 3	$16.27	$16.92	$17.60	$18.16	$20.03	$21.93	$23.82
Grade 4	$16.72	$17.39	$18.08	$18.58	$20.47	$22.39	$24.24
Grade 5	$17.16	$17.85	$18.56	$19.06	$20.93	$22.82	$24.70
Grade 6	$17.61	$18.31	$19.04	$19.48	$21.38	$23.26	$25.15
Grade 7	$18.01	$18.73	$19.47	$19.92	$21.81	$23.67	$25.56
Grade 9	$18.16	$18.89	$19.64	$20.08	$21.98	$23.91	$25.79

Non-Certified Compensation Schedule FY 2025

	1	**2**	**3**	**4**	**8**	**12**	**16**
Grade 1	$15.57	$16.20	$16.84	$17.50	$19.44	$21.35	$23.28
Grade 2	$16.02	$16.66	$17.33	$17.74	$19.87	$21.81	$23.73
Grade 3	$16.60	$17.26	$17.95	$18.53	$20.43	$22.37	$24.29
Grade 4	$17.05	$17.74	$18.45	$18.95	$20.88	$22.84	$24.73
Grade 5	$17.50	$18.20	$18.93	$19.44	$21.35	$23.28	$25.20
Grade 6	$17.96	$18.68	$19.43	$19.87	$21.81	$23.73	$25.66
Grade 7	$18.37	$19.10	$19.86	$20.32	$22.25	$24.14	$26.07
Grade 9	$18.53	$19.27	$20.04	$20.49	$22.42	$24.39	$26.31

Other Compensation Criteria

Effective July 1, 2022

- Employees shall advance on the compensation schedule steps at the start of each fiscal year.
- A shift differential of 1% of base hourly rate shall be added for custodians starting their shift after 12:00 noon.

- Custodians shall earn a stipend of $100 per month for maintaining a Special Boiler License. *
- Custodians shall earn a stipend of $125 per month for maintaining a First Class Boiler License. *
- Custodians shall earn a stipend of $150 per month for maintaining a Chief Boiler License. *
- Any overtime shifts shall be offered to full-time employees based on seniority before consideration of other part-time or temporary employees.
- Employees hired before July 1, 2003 will earn a longevity differential of 75 cents per hour.
- Employees hired before July 1, 1998 will earn a longevity differential of one dollar per hour.
- Current employees and 2022 retirees hired before July 1, 2019 will be paid a lump sum retention bonus of $3000.
- Current employees and 2022 retirees hired between July 1, 2019 and June 30, 2021 will be paid a lump sum retention bonus of $2000 (prorated based on full-time equivalency).
- Current employees and 2022 retirees hired between July 1, 2021 and June 30, 2022 will be paid a lump sum retention bonus of $1500 (prorated based on full-time equivalency).
- Current employees in compensation schedule Steps 5 through 16 on September 1, 2022 will be paid a lump sum retention bonus of $500.

* Boiler license stipends will be based upon only the highest level license maintained during each pay period.

APPENDIX "B"
GRADE LEVEL CLASSIFICATIONS

GRADE 1:

GRADE 2: Assistant Cook

GRADE 3: Instructional Para
Library Assistant (Media Para)
Special Ed Para
Food Service Aide
Building and Grounds Secretary*

GRADE 4: Computer Technical Assistant
Attendance Clerk/Secretary*
Custodian
Cook

GRADE 6: Secretary to the Assistant Principal/Athletic Director*
Nurse Interventionist

GRADE 7: Elementary Secretary*
High School Secretary*

District Secretary*

GRADE 9: Food Service Manager

*Secretary positions shall not be subject to bumping procedures.

The district reserves the right to hire a Facilities Custodian and to place that individual at a Grade commensurate with qualifications. The Facilities Custodian position will not be subject to bumping procedures.

CONTRACT BY AND BETWEEN
INDEPENDENT SCHOOL DISTRICT #317
DEER RIVER, MINNESOTA AND

SUPERINTENDENT

July 1, 2022 - June 30, 2025

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ARTICLE I
PURPOSE

The School Board of Independent School District No. 317, Deer River, Minnesota enters into this agreement with Mr. Patrick Rendle, a legally qualified and licensed Superintendent, who agrees to perform the duties of Superintendent of schools of the School District.

The School District and the Superintendent agree as follows:

ARTICLE II
APPLICABLE STATUTE

This contract is entered into pursuant to and in conformity with Minn. Stat. Sec.123B.143 which is incorporated herein and made a part hereof by this reference.

ARTICLE III
LICENSURE

The Superintendent shall furnish and maintain throughout the life of this contract a valid and appropriate license to act as Superintendent in the State of Minnesota as provided by applicable state laws, rules. and regulations. Failure to do so can and will result in immediate termination for cause.

ARTICLE IV
DURATION, EXPIRATION, TERMINATION AND MUTUAL CONSENT

1. **Duration.**

This contract is for a term of 3 (three years) commencing July 1, 2022 and ending June 30, 2025. It shall remain in full force and effect unless modified by mutual consent of the School Board and the Superintendent in written form, or unless terminated as provided herein.

2. **Subsequent Contract.**

a. Notice by Superintendent:
The notice provisions of this contract shall obligate the School Board only if no later than September I immediately prior to the expiration of this contract the Superintendent provides written notice to each member of the School Board calling to the attention of members of the School Board the notice requirements as contained in this section of the Superintendent's contract; provided that if the Superintendent provides this notice after September 1, the November 1 and December 31 deadlines in subparagraphs band we shall be extended by the same number of days that the Superintendent's notice is delayed beyond September 1.

b. Preliminary Notice--School Board:
In the event the School Board is contemplating not offering the Superintendent subsequent contract, the School Board shall give preliminary written notice of such intent not to offer a subsequent contract no later than November 1 immediately preceding the date of expiration of this contract. Failure to give such notice is not a material breach of this contract and is merely an expression of desire and intent of the parties. This contract is governed by the provisions of Article II which governs any extensions.

c. Request for Meeting:
Within ten calendar (10) days after receipt of an intent not to renew as provided in Paragraph b hereof, the Superintendent may request, in writing, a meeting with the School Board to discuss its intentions. the reasons therefore, and ways in which any concerns of the School Board might be

addressed by the parties.

d. Meeting Between the Parties:
Upon receipt of such request, the School Board shall within fifteen *(15)* calendar days hold a meeting with the Superintendent.

e. Final Action--School Board:
The School Board shall delay taking final action on a subsequent contract for at least seven (7) calendar days after the meeting between the parties. However, the School Board shall take final action on a subsequent contract no later than December 31 and shall notify the Superintendent of such action in writing.

f. Effect:
The timeline provided herein is intended to provide both the School Board and the Superintendent with an appropriate process to address the subsequent contract issue and is not intended to bind both parties. This process is intended as a guideline which the parties agree to follow, but failure to do so shall not be considered as a material breach of this contract. The timeline provided herein may be extended or modified by written agreement.

g. Expiration
This contract shall automatically expire at the end of the term specified in Section I hereof. At the conclusion of its term, neither party shall have any further claim against the other, and the School Districts employment of the Superintendent shall cease, unless a subsequent contract is entered into in accordance with M.S. § 123B.143

3. **Termination during the Term**
The Superintendent's employment may be subject to termination during the term of this contract pursuant to the grounds set forth in Minn. Stat. Sec. 122A.40, subdivisions 9 or 13., but except for purposes of describing grounds for discharge, the provisions of M.S. I 22A.40 shall not be applicable. If the School Board proposes to terminate the Superintendent during the term of this Contract for cause as described in **M.S.** 122A.40, Subd. 9. Or Subd. 13., it shall notify the Superintendent in writing of the proposed ground for termination. The Superintendent shall be entitled to a hearing before an arbitrator provided the Superintendent makes such a request in writing to the School Board Char within fifteen (15) calendar days after receipt of the written notice of the proposed termination. In such event, the parties shall jointly petition the Minnesota Bureau of Mediation Services (BMS) for a list of five (5) arbitrators. The arbitrator shall be selected by parties through the striking process as provided by BMS rules. The arbitrator shall conduct a hearing under arbitration procedure rules and issue a written decision. The decision of the arbitrator shall be final and binding on the parties, subject to judicial review of arbitration decisions as provided by law. The Superintendent may be suspended with pay pending final determination by the arbitrator. If the Superintendent fails to request a hearing as provided in this section withing the fifteen (15)-day calendar period, he/she shall be deemed to have acquiesced to the School Board's proposed action, and the proposed action shall become final on such date as determined by the School Board, and the Superintendent shall have no further claim or recourse.

4. **Mutual Consent.**
This contract may be terminated at any time by the parties by mutual consent of the School Board and the Superintendent.

5. **Assignment of duties**

The board may assign or sell superintendent duties or services during the term of this contract to another Minnesota school district.

ARTICLE V
DUTIES

The Superintendent shall have charge of the administration of the schools under the direction of the School Board. The Superintendent shall be the chief executive officer of the School Board; shall direct and assign teachers and other employees of the schools under the Superintendent's supervision; shall organize, reorganize and arrange the administrative and supervisory staff, including instruction and business affairs, as best serves the school district subject to the approval of the School Board; shall select all personnel subject to the approval of the School Board; shall from time to time suggest policies, regulations, rules and procedures deemed necessary for the School District, and in general perform all duties incident to the office of the Superintendent and such other duties as may be prescribed by the School Board from time to time. The Superintendent shall abide by the policies, regulations, rules, and procedures established by the School Board and the State Board of Education. The Superintendent shall have the right to attend all School Board meetings and all School Board and citizen committee meetings, serve as an ex-officio member of the School Board and all School Board committees and provide administrative recommendations on each item of business considered by each of these groups.

ARTICLE VI
DUTY YEAR AND LEAVES

1. Basic Work Year.
The Superintendent's duty year shall be for the entire 12-month contract year as provided herein and the Superintendent shall perform services on those legal holidays on which the School District is authorized to conduct school if the School Board so determines. The Superintendent shall be on duty during any emergency, natural or unnatural, unless otherwise excused in accordance with School Board administrative policy. For purposes of computing the Superintendent's daily rate of pay, the number of duty days each year shall be 260.

2. Vacation.
The Superintendent shall earn 25 working days of annual paid vacation during FY2023, FY2024, and FY2025.
Unused vacation will be compensated after the end of the contract year in which it is earned, up to a maximum of 10 days of compensation. Upon voluntary termination of employment, the Superintendent shall be entitled to payment for any unused vacation days earned and accrued up to 150 days at the daily rate of pay for that year. However, if the Superintendent is involuntarily terminated, he/she shall not be entitled to payment for unused earned and accrued vacation.

3. Holidays.
The Superintendent shall be entitled to the following 12 paid holidays each contract year as designated by the School Board:

New Year's Day
President's Day (when school is not in session)
Good Friday
Easter Monday (when school is not in session)
Memorial Day Fourth of July

Labor Day	Day before
Thanksgiving	Christmas
Friday after Thanksgiving (when school is not in session)	Day after Christmas

4. Sick Leave.
The Superintendent shall earn paid sick leave at the rate of 12 days for each contract year, which may be accumulated to a maximum of 140 days.

5. Emergency Leave.
The Superintendent may be granted paid emergency leave during the contract year at the direction of the School Board.

6. Bereavement Leave.
The Superintendent shall be granted bereavement leave for a death within the Superintendent's immediate or close family. The time utilized shall be in a reasonable amount and shall be determined after conferring with the School Board Chair.

7. Disability.
If the Superintendent is unable to perform regular duties because of personal illness or disability and has exhausted all accumulated sick leave, the School District shall provide additional paid sick leave at a salary equal to 60 percent of the Superintendent's regular salary until the expiration of the waiting period for long term disability insurance.

8. Medical Leave.
a. The Superintendent and School District agree to incorporate by reference and be bound by the provisions of **M.S.** I 22A.40, Subd. 12 relating to suspension and leave of absence for health reasons unless otherwise agreed to by the parties in written form.

If the Superintendent is unable to perform regular duties because of personal illness or disability and has exhausted all sick leave credit available or has become eligible for long term disability compensation and has not been suspended or placed on leave of absence pursuant to M.S. I 22A.40, Subd. 12, the Superintendent shall, upon request, be granted a medical leave of absence, without pay, up to one year in duration. The School Board may, in its discretion, extend such a leave upon written request. A request for medical leave of absence or extension thereof pursuant to this section shall be accompanied by a written statement from a physician outlining the condition of health and estimated time at which the Superintendent is expected to be able to resume normal responsibilities. The Superintendent when on medical leave of absence is eligible to continue to participate in group insurance programs as permitted under the insurance policy provisions, but the Superintendent shall pay the entire premium for such programs as the Superintendent wishes to retain commencing with the beginning of the leave. If medical leave of at least one full year is granted pursuant to this section, the Superintendent voluntarily waives any right to a leave of absence to which the Superintendent might otherwise be entitled pursuant to M.S. 122A.40, Subd. 12.

ARTICLE VII
INSURANCE

1. Health and Hospitalization and Dental.
The School District shall provide the Superintendent and Superintendent's dependents with health and hospitalization under one of the School District's High Deductible group plans.

During FY2023-24, up to $1,500.00 per month will be paid by the district towards the monthly premium. The district will contribute $600.00 per month to the health reimbursement account.

If a third-year contract is negotiated for FY25 then the district will offer the same as FY23 and FY24.

If the terms of this agreement result in fines to the district under the Affordable Care Act, the district and Superintendent will re -open negotiations in good faith to avoid said fines to the district.

Subd. A.
The VEBA Plan and Trust is comprised of two documents, as follows:

I) The Minnesota Service Cooperatives Employee Benefits Trust Agreement, dated June 30¹ 2002, by and among participating Minnesota Service Cooperatives, on behalf of itself and its Participant Members as described below, and Wells Fargo Bank Minnesota, N.A. Trustee

2) The Public Employee Insurance Program VEBA Plan.
It is intended that the VEBA Plan and Trust constitute a Voluntary Employees' Beneficiary Association under Section 50 I (c)(9) of the Internal Revenue Code

Subd. B.
The welfare benefit arrangement provided by the Employer shall be the Health Reimbursement Arrangement for Active Employees, the terms of which are governed by the Public Employee Insurance Program VEBA Plan.

Dental insurance coverage shall be provided with a benefit of up to $115.00 per month FY2023, FY2024, and in FY2025.

2. Life Insurance.
The School District shall provide a group term life insurance plan providing $100,000 of coverage for the Superintendent, payable to the Superintendent's named beneficiary, at the expense of the School District not to exceed $310.00 per year.

3. Long Term Disability Insurance.
The School District shall provide, at the School District expense, long term disability coverage for the Superintendent in the School District's group plan.

4. Liability Insurance.
The School District shall provide, at School District expense, liability insurance naming the Superintendent as an insured, along with the School District, in an amount not less than that which is required by law for the School District.

5. Claims Against the School District.
The eligibility of the Superintendent, or the Superintendent's dependents or beneficiary, for insurance benefits shall be governed by the terms of the insurance policies purchased by the School District pursuant to this section. It is understood that the School District's only obligation is to purchase the insurance policies described herein, and no claim shall be made against the School District because of denial by an insurer of insurance benefits if the School District has purchased the policies and paid the premiums described herein.

ARTICLE VIII
OTHER BENEFITS

1. Tax Sheltered Annuities.
The Superintendent will be eligible to participate in a tax-sheltered annuity plan through payroll deduction established pursuant to Section 403(b) of the Internal Revenue Code of 1986, Minnesota Statutes, Section 123B.02, Subd. 15, and School District policy, and as otherwise provided by law.

   a. The district will provide a matching contribution of:
   0-3 years: $5,000.00 per year
   4-6 years: $6,000.00 per year.
   b. Minimum contributions from the Superintendent of $3,000 in FY2023, FY2024 and FY2025 will be required to receive the maximum match.
   c. The plan is subject to the rules of deduction established pursuant to Section 403(b) of the Internal Revenue Code of 1986, Minnesota Statutes, Section I 23B.02, Subd. 15, and School District policy, and as otherwise provided by law.

2. Conferences and Meetings.
The School District shall pay all legally valid expenses and fees for the Superintendent's attendance at professional conferences and meetings with other educational agencies when attendance thereof is required, directed, or permitted by the School Board. The Superintendent shall periodically report to the School Board relative to all meetings and conferences attended. The Superintendent shall file itemized expense statements to be processed and approved as provided by law.

3. Auto and Home Damage.
All claims for damage as a result of employment with Independent School District #317 will be reimbursed the cost of the property deductibility not to exceed the deductible amount of the insurance policy or $1,000, whichever is less.

4. Expense Reimbursements for Required Training/Education.
Educational and Training costs will be reimbursed for all expenses incurred due to the requirements of the Superintendent licensure.

ARTICLE IX
SALARY

The Superintendent shall be paid an annual salary of $145,000 for services provided July 1, 2022, to June 30, 2023, and an annual salary of $147,500 for services provided July l, 2023 to June 30, 2024. Annual salary for services provided July l, 2024 to June 30, 2025, to be negotiated by April l, 2024.

ARTICLE X
OTHER
PROVISIONS

1. Outside Activities.
While the Superintendent shall devote full time and due diligence to the affairs and the activities of the School District, the Superintendent may serve as a consultant to other School Districts or educational agencies, lecture, engage in writing and speaking activities, and engage in other activities if such

activities do not impede the Superintendent's ability to perform the duties of the Superintendency. The Superintendent shall not engage in other employment, consultant service or other activity for which a salary, fee, or honorarium is paid without the prior approval of the School Board.

2. Dues.
The Superintendent is encouraged to belong to and participate in appropriate professional educational and civic organizations where such membership will serve the best interests of the School District. Accordingly, the School District will pay such professional organization membership dues as are required, directed, or permitted, by the School Board. The Superintendent shall present appropriate statements for approval as provided by law.

3. Medical Examination.
The Superintendent shall have a comprehensive medical examination not less than once every three years. A summary document from the physician certifying the fitness of the Superintendent to perform the duties of the position shall be provided to the School Board chair. The cost of said examination not covered by the insurance program of the School District shall be paid by the School District.

4. Other Applicable Provisions.

a. Computer Hardware and Software
The district shall provide a laptop for district use while away from the office. In the event of his termination of employment, the equipment and software will be returned to the district in working order. An annual review of laptop contents will be conducted by the Technology Coordinator to ensure the laptop was/is used for district purposes only.

b. Cell Phone
The Superintendent shall be eligible to participate in the school district cell phone plan pursuant to School Board Policy.

c. Vehicle Expense
The Superintendent may utilize a school vehicle at School District expense or be compensated for authorized us of his/her private vehicle, according to district policy while on school business.

d. Superintendent Evaluation
A formal evaluation shall be conducted on or about April 1st of each year. The MSBA evaluation model will be utilized. Failure to do the evaluation shall not be considered a material breach of contract and shall only be considered as desired and intended by the parties.

5. Career Increments.
Annual Career Increments will be added to the Superintendent's salary based on service as the District's Superintendent according to the following schedule:

In years 6- 9	$2,000.00 per year
In years 10-14	$5,000.00 per year
in year 15 and beyond	$7,000.00 per year

Elementary Schools:

	HK	K	1	2	3	4	5	Total
King Elem.	22	42	64	54	61	70	68	381
DR Sped			1	3	0	1	3	8

Secondary Schools:

	6	7	8	9	10	11	12	
DRHS	60	71	67	74	63	49	47	431
DR ALP					2	3	5	10
								830

Deer River ISD #317
Multi Year - Exp/Rev Summary - Fd

Sequence: L, Fd

	Description	202213 Budget Adopted22	202213 Year to Date	%	202213 Budget Revised22I	202213 Year to Date	%	202313 Budget InProc23	202313 Year to Date	%
E	Expenditure									
01	General	15,417,901.00	13,024,264.57	84%	16,439,348.00	13,024,264.57	79%	15,902,582.00	0.00	0%
02	Food Service	655,600.00	666,589.19	102%	765,722.00	666,589.19	87%	818,082.00	0.00	0%
03	Transportation	919,356.00	991,204.76	108%	994,251.00	991,204.76	100%	927,322.00	0.00	0%
04	Community Service	276,486.00	198,991.98	72%	312,852.00	198,991.98	64%	282,836.00	0.00	0%
05	Capital Expenditure	321,800.00	339,302.45	105%	339,665.00	339,302.45	100%	306,466.00	0.00	0%
07	Debt Redemption	1,865,904.00	3,380,530.55	181%	3,380,531.00	3,380,530.55	100%	1,864,113.00	0.00	0%
08	Trust Fund	2,500.00	1,750.00	70%	2,500.00	1,750.00	70%	2,500.00	0.00	0%
11	Student Activities	55,000.00	30,851.81	56%	55,000.00	30,851.81	56%	55,000.00	0.00	0%
25	OPEB Revocable Trust	75,250.00	69,994.43	93%	72,250.00	69,994.43	97%	72,250.00	0.00	0%
E	Expenditure	19,589,797.00	18,703,479.74	95%	22,362,119.00	18,703,479.74	84%	20,231,151.00	0.00	0%
R	Revenue									
01	General	(15,644,151.00)	(14,186,526.77)	91%	(16,119,159.00)	(14,186,526.77)	88%	(14,770,778.00)	0.00	0%
02	Food Service	(655,600.00)	(640,354.93)	98%	(751,014.00)	(640,354.93)	85%	(833,045.00)	0.00	0%
03	Transportation	(919,356.00)	(46,896.56)	5%	(913,597.00)	(46,896.56)	5%	(925,703.00)	0.00	0%
04	Community Service	(295,509.00)	(222,371.93)	75%	(344,895.00)	(222,371.93)	64%	(281,838.00)	0.00	0%
05	Capital Expenditure	(326,274.00)	0.00	0%	(326,274.00)	0.00	0%	(326,274.00)	0.00	0%
07	Debt Redemption	(1,901,498.00)	(2,388,923.41)	126%	(3,420,099.00)	(2,388,923.41)	70%	(1,901,812.00)	0.00	0%
08	Trust Fund	(2,500.00)	(2,500.00)	100%	(2,500.00)	(2,500.00)	100%	(2,500.00)	0.00	0%
11	Student Activities	(55,000.00)	(34,661.54)	63%	(55,000.00)	(34,661.54)	63%	(55,000.00)	0.00	0%
25	OPEB Revocable Trust	(81,800.00)	(64,885.63)	79%	(72,000.00)	(64,885.63)	90%	(72,000.00)	0.00	0%
R	Revenue	(19,881,688.00)	(17,587,120.77)	88%	(22,004,538.00)	(17,587,120.77)	80%	(19,168,950.00)	0.00	0%
	Report Totals:	(291,891.00)	1,116,358.97	(382%)	357,581.00	1,116,358.97	312%	1,062,201.00	0.00	0%

Revised FY22 & Proposed FY23 Budget Discussion

$	260,154	Fund Balancd 418 Uncommitted
$	1,145,930	FY21 Unassigned Fund Balance
$	**1,406,084**	

$	16,439,348	FY22 Fund 01 Budgeted Expenses
$	(2,420,515)	FY22 Restricted Expenses
$	**14,018,833**	FY22 Unrestricted Expenses

$	1,406,084	Unassigned Fund Balance before audit and MDE close
$	14,018,833	divided by FY22 Unrestricted Expenses
	10%	equals Fund Balance % of 10% - the District's policy is 9%

Other items to discuss include

The PDF shows

Adopted FY22 Budget that was adopted last June
Revised FY22 Budget
Proposed FY23 Budget

Due to COVID

Notable Restricted Fund Balance that were not heavily spent the past two years include

Staff Developmment
Basic Skills

7 New Finance Codes were introduced to the District

$	47,218	150	**Summer Credit Recovery & Summer Music**
			Includes staff in English, Social, Mathmatics, & Science (Summer School Programs)
			Includes Music Staff for Band Camp, Field trip(s), Admission for students to Music Camp (Valleyfair), & all necessary transportation
$	528,627	155	**ESSER II Funds**
			Includes payments to Licensed & Unlicensed Staff, Nurse, Communications, Repairs & Maintenance, Transportation
			Supplies related to COVID-19, COVID-19 Instructional Supplies and COVID related Equipment
$	24,316	159	**Homeless students to participate in wrap around services**
			Includes payments to Nor-Tran for Transportation
$	1,483,364	160	**ESSER III Funds**
$	370,841	161	**Set Aside for Learning Loss for ESSER III**
$	33,349	163	**Summer staff including instructors, Para's and transportation**
			Includes payments to staff who worked in the summer (July & August 2021)
			Includes costs not covered in FIN 150 to staff for Summer Programing
$	21,899	169	**Learning Recovery - Lost Instructional Time**
			Includes payments to FOCUS Tutors
$	40,000	170	**COVID Testing**
			Includes payments to a Nurse
$	44,996	171	**Pandemic Enrollment Loss**
			Includes payment to add additional Dean of Students

Enrollment

Funds impacted by decreased enrollment include

State Aid
Impact Aid
Basic Skills
Safe Schools
Gifted and Talented
Title I
Indian Education
Achievement & Integration

Carryover of Federal & State Grants

MA Revenue

Compensatory Revenue - Free & Reduced Lunch Applications

CERTIFICATION OF MINUTES RELATING TO PROPOSED PROPERTY TAX ABATEMENT FOR PARKING LOT IMPROVEMENT PROJECTS

School District: Independent School District No. 317 (Deer River), Minnesota

Governing Body: School Board

Kind, date, time and place of meeting: A regular meeting held on June 13, 2022 at 6:00 p.m. at the Deer River High School Media Center.

Members present:

Members absent:

Documents attached:

Minutes of said meeting (including):

RESOLUTION RELATING TO PROPOSED PROPERTY TAX ABATEMENT FOR PARKING LOT IMPROVEMENT PROJECTS; CALLING PUBLIC HEARING

I, the undersigned, being the duly qualified and acting recording officer of the public corporation proposing the abatement referred to in the title of this certificate, certify that the documents attached hereto, as described above, have been carefully compared with the original records of said corporation in my legal custody, from which they have been transcribed; that said documents are a correct and complete transcript of the minutes of a meeting of the governing body of said corporation, and correct and complete copies of all resolutions and other actions taken and of all documents approved by the governing body at said meeting, so far as they relate to said proposed abatement; and that said meeting was duly held by the governing body at the time and place and was attended throughout by the members indicated above, pursuant to call and notice of such meeting given as required by law.

WITNESS my hand officially as such recording officer on this 13th day of June, 2022.

_____

School District Clerk

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

RESOLUTION RELATING TO PROPOSED PROPERTY TAX ABATEMENT FOR PARKING LOT IMPROVEMENT PROJECTS; CALLING PUBLIC HEARING

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

1. Prior Resolution Rescinded.

By resolution duly adopted on May 18, 2022 entitled "RESOLUTION RELATING TO PROPOSED PROPERTY TAX ABATEMENT FOR PARKING LOT IMPROVEMENT PROJECTS" (the Prior Resolution) this Board scheduled a public hearing to be held on a proposed property tax abatement. The Prior Resolution is hereby rescinded in all respects.

2. Proposed Property Tax Abatement.

The District, pursuant to Minnesota Statutes, Sections 469.1812 to 469.1815, as amended, is authorized to grant an abatement of the property taxes imposed by the District on all properties within the District boundaries (collectively, the Property), if certain conditions are met, through the adoption of a resolution specifying the terms of the abatement. It has been proposed that the District undertake parking lot improvement projects at King Elementary School, which will enable District residents to continue to conveniently and safely access this District facility, and benefiting the Property (the Improvements). In order to finance the Improvements, it has been proposed that the Board grant a property tax abatement on the Property in an amount not to exceed $264,384 over nine (9) years (the Proposed Property Tax Abatement), and that this Board hold a public hearing on the Proposed Property Tax Abatement as required by Minnesota Statutes, Section 469.1813, subdivision 5.

3. Public Hearing.

A public hearing is hereby scheduled to be held on the Proposed Property Tax Abatement on Monday, July 11, 2022, at 6:00 p.m. at the Deer River High School Media Center, 101 1st Ave. NE, Deer River, Minnesota. The School District Clerk is hereby authorized and directed to cause notice of such public hearing in substantially the form of Exhibit A hereto to be published in the official newspaper of the District more than ten (10) days but less than thirty (30) days prior to the date of the hearing.

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

and the following voted against the same:

whereupon the resolution was declared duly passed and adopted.

EXHIBIT A

NOTICE OF PUBLIC HEARING ON CONSIDERATION AND APPROVAL OF PROPERTY TAX ABATEMENT

NOTICE IS HEREBY GIVEN that the School Board of Independent School District No. 317 (Deer River), Minnesota (the District) will hold a public hearing on Monday, July 11, 2022, at 6:00 p.m., at the Deer River High School Media Center, 101 1st Ave. NE, Deer River, Minnesota to consider granting an abatement of the property taxes imposed by the District (the Proposed Property Tax Abatement) on all properties within the District boundaries.

The purpose of granting the Proposed Property Tax Abatement is to provide funds to finance parking lot improvement projects at King Elementary School which will enable District residents to continue to conveniently and safely access this District facility. The total estimated amount of the Proposed Property Tax Abatement by the District is $264,384 over nine (9) years.

All who wish to be heard as to the Proposed Property Tax Abatement will be given an opportunity to express their views at the time of the public hearing or may file written comments with the Superintendent prior to the public hearing.

CERTIFICATION OF MINUTES RELATING TO
$7,300,000 GENERAL OBLIGATION FACILITIES MAINTENANCE BONDS, SERIES 2022A

Issuer: Independent School District No. 317 (Deer River), Minnesota

Governing Body: School Board

Kind, date, time and place of meeting: A regular meeting held on June 13, 2022 at 6:00 p.m. at the Deer River High School Media Center.

Members present:

Members absent:

Documents attached:

Minutes of said meeting (including):

RESOLUTION RELATING TO $7,300,000 GENERAL OBLIGATION FACILITIES MAINTENANCE BONDS, SERIES 2022A; STATING OFFICIAL INTENT TO PROCEED WITH AND AUTHORIZING THE ISSUANCE AND SALE THEREOF AND PROVIDING FOR CREDIT ENHANCEMENT WITH RESPECT THERETO

I, the undersigned, being the duly qualified and acting recording officer of the public corporation issuing the bonds referred to in the title of this certificate, certify that the documents attached hereto, as described above, have been carefully compared with the original records of said corporation in my legal custody, from which they have been transcribed; that said documents are a correct and complete transcript of the minutes of a meeting of the governing body of said corporation, and correct and complete copies of all resolutions and other actions taken and of all documents approved by the governing body at said meeting, so far as they relate to said bonds; and that said meeting was duly held by the governing body at the time and place and was attended throughout by the members indicated above, pursuant to call and notice of such meeting given as required by law.

WITNESS my hand officially as such recording officer this 13th day of June, 2022.

_____
School District Clerk

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

RESOLUTION RELATING TO $7,300,000 GENERAL OBLIGATION FACILITIES MAINTENANCE BONDS, SERIES 2022A; STATING OFFICIAL INTENT TO PROCEED WITH AND AUTHORIZING THE ISSUANCE AND SALE THEREOF AND PROVIDING FOR CREDIT ENHANCEMENT WITH RESPECT THERETO

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

SECTION 1. AUTHORIZATION AND DISTRICT INDEBTEDNESS. The District is authorized, pursuant to Minnesota Statutes, Section 123B.595and Chapter 475, to borrow money by the issuance of its general obligation facilities maintenance bonds. This Board hereby determines that it is necessary and desirable and in the best interest of the District to issue its General Obligation Facilities Maintenance bonds, Series 2022A in the approximate principal amount of $7,300,000 (the Bonds), pursuant to Minnesota Statutes, Section 123B.595, Section 469.1814, and Chapter 475, to finance deferred capital maintenance projects and indoor air quality projects at King Elementary School and, if and to the extent funds remain, various other District facilities (collectively, the Projects), as described in the District's ten-year facility plan (the Facility Plan) hereby approved by this Board. Pursuant to the provisions of Minnesota Statutes, Section 123B.595, subdivision 5 it is hereby determined that the total amount of District indebtedness as of June 1, 2022 is $13,353,619.

SECTION 2. APPROVAL BY COMMISSIONER OF EDUCATION OF THE STATE OF MINNESOTA. The Facility Plan will be submitted for approval by the Commissioner of Education of the State of Minnesota as required by Minnesota Statutes, Section 123B.595, subdivision 5 and such approval will be received prior to the date on which the Bonds will be issued.

SECTION 3. NOTICE PUBLICATION. The Clerk is authorized and directed to cause notice of the intended Projects, the amount of the Bonds to be issued, and the total amount of the District's indebtedness to be published in a legal newspaper of general circulation in the District.

SECTION 4. SALE. The District has retained Ehlers & Associates, Inc., in Roseville, Minnesota, as its independent municipal advisor in connection with the sale of the Bonds. Ehlers & Associates, Inc. is authorized to solicit proposals for the Bonds in accordance with Minnesota Statutes, Section 475.60, subdivision 2, paragraph (9). The Board shall meet at the time and place specified in the Official Statement for the Bonds to receive and consider proposals for the purchase of the Bonds.

SECTION 5. OFFICIAL STATEMENT; PROPOSALS. Ehlers & Associates, Inc. is authorized to prepare and distribute an Official Statement for the Bonds and to open, read, and tabulate the proposals for presentation to the Board.

SECTION 6. STATE CREDIT ENHANCEMENT PROGRAM. (a) The District hereby covenants and obligates itself to notify the Commissioner of Education of a potential default in the payment of principal and interest on the Bonds and to use the provisions of Minnesota Statutes, Section 126C.55 to guarantee payment of the principal and interest on the Bonds when due. The District further covenants to deposit with the Registrar or any successor paying agent three (3) days prior to the date on which a payment is due an amount sufficient to make that payment or to notify the Commissioner of Education that it will be unable to make all or a portion of that payment. The Registrar for the Bonds is authorized and directed to notify the Commissioner of Education if it becomes aware of a potential default in the payment of principal or interest on the Bonds or if, on the day two (2) business days prior to the date a payment is due on the Bonds, there are insufficient funds to make that payment on deposit with the Registrar. The District understands that as a result of its covenant to be bound by the provision of Minnesota Statutes, Section 126C.55, the provisions of that section shall be binding as long as any Bonds of this issue remain outstanding.

(b) The District further covenants to comply with all procedures now and hereafter established by the Departments of Management and Budget and Education of the State of Minnesota pursuant to Minnesota Statutes, Section 126C.55, subdivision 2(c) and otherwise to take such actions as necessary to comply with that section. The chair, clerk, superintendent or business manager is authorized to execute any applicable Minnesota Department of Education forms.

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

and the following voted against the same:

whereupon the resolution was declared duly passed and adopted.

June 2022

Narrative for LTFM IAQ Large Project > $100,000

Deer River Public Schools ISD #317

Submitted to the Minnesota Department of Education

Jeff Pesta, Superintendent
Deer River Public Schools ISD #317
Submission: July 2022

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Project Contacts

Address	Jeff Pesta, Superintendent of Schools Deer River Public Schools ISD #317 101 1st Ave NE Deer River, MN 56636 Phone: 218-246-2420 Email: jpesta@isd317@org
Architect/Engineer	Jeff Seewald, P.E., CEM SitelogiQ, Inc. 2125 2nd Street White Bear Lake, MN 55110 Phone: 621-219-2709 Email: Jeff.Seewald@sitelogiq.com
Municipal Advisor	Mr. Jeff Seeley Ehlers, Inc. 3060 Centre Pointe Dr Roseville, MN 55113 Phone: 651-697-8585 Email: JSeeley@ehlers-inc.com

Deficiencies and Project Description

Overview of Deficiencies

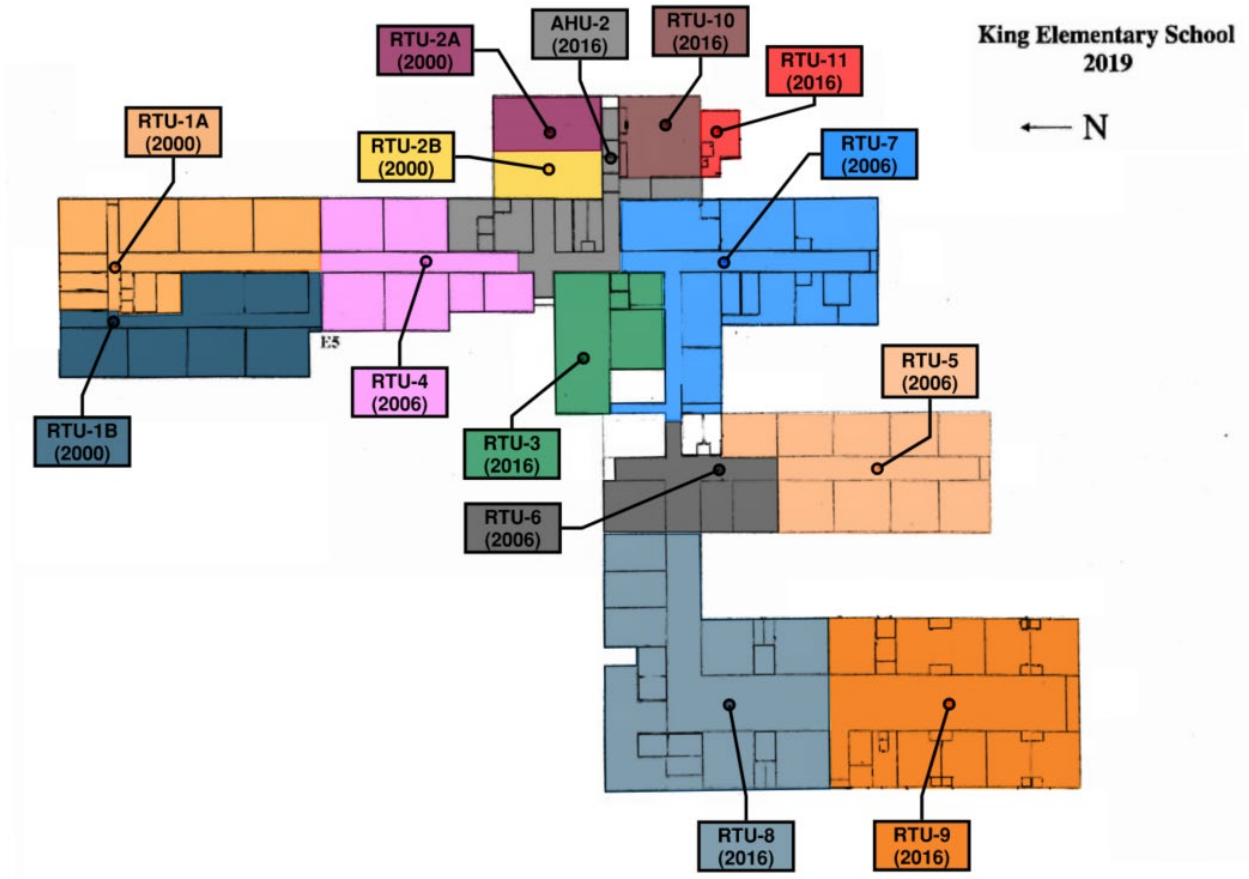
Indoor Air Quality

The Deer River Public School has demonstrated deficiencies with ventilation systems as determined by field measurements and engineering analysis. The mechanical systems that serve the school were designed during a period when ventilation standards were at lower levels than presently required and/or subsequent modifications have resulted in the units not delivering the required amount of ventilation air.

Carbon dioxide (CO_2) levels measured in a sample of the spaces served by the systems indicate that the units are not providing adequate ventilation air to comply with present ventilating code requirements and cannot provide minimum ventilation rates for normal occupancy. Air distribution system airflow measurements were taken throughout the affected area and many of the measured airflow rates were considerably less than the original design values. Additionally, a ventilation analysis of the originally designed HVAC equipment was completed. The results indicate that even if the systems were able to operate as originally designed, the majority of the systems would still not be capable of providing code required ventilation rates.

HVAC Service Maps

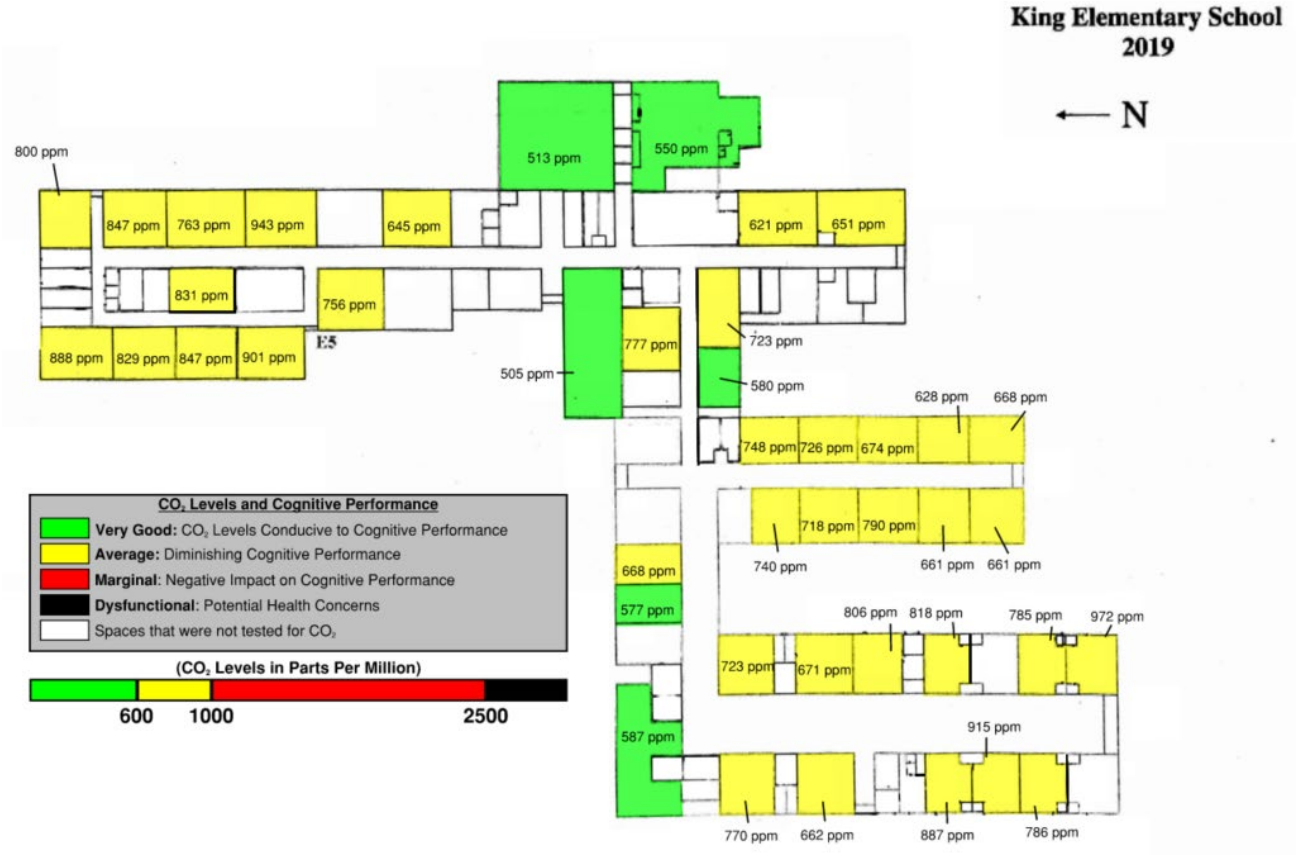
Deer River Public School



Summary						
Tag	ASHRAE 2013 Req OA (CFM)	ASHRAE 2013 Req Exh (CFM)	Design OA (CFM)	% Required by ASHRAE (OA CFM)	Design Exhaust (CFM)	Notes
RTU-2A	1056	0	1000	94.7%	0	Design OA too low
RTU-2B	1056	0	1000	94.7%	0	Design OA too low
RTU-4	1590	0	930	58.5%	0	Design OA too low
RTU-5	4442	0	1800	40.5%	0	Design OA too low
RTU-6	1387	0	520	37.5%	0	Design OA too low
RTU-7	3173	0	1520	47.9%	0	Design OA too low

IAQ Measurements

Deer River Public School



Description of Proposed Project

General Project Description

Indoor Air Quality

Replace existing HVAC equipment with new systems to address the deficiencies in outside air for proper ventilation and the inability to control humidity levels throughout the Deer River King Elementary School Facility. These systems are not capable of bringing in the required amount of fresh air per ASHRAE Standard 62.1-2013. The range of minimum ventilation rates in breathing zone as per ASHRAE Standard 62.1-2013, Table 6.2.2.1 (see required design criteria below) is between 5 and 10 cfm per person depending on the room function and occupancy level.

Proposed dehumidification equipment (DX cooling) will meet current MDE requirements. The proposed system replacement will include centralized ventilating systems to supply and return air through a ducted air distribution system. Airflow measuring stations will be provided on each ventilating unit to control the outdoor air damper. This will ensure the units provide minimum ventilation rates per student in accordance with ASHRAE 62.1-2013 and the Minnesota State Building and Mechanical Codes during all modes of operation.

The new roof top and air-handling units will have MERV 8 filtration and will be double wall where applicable as to not have any exposed internal insulation in the air stream. New digital controls will be for control logic and to measure outdoor airflow. The new digital controllers will trend outside airflow to satisfy ASHRAE 62.1-2013.

These HVAC system upgrades will meet current MN State Codes requirements and room noise levels will not exceed 35 NC (noise criteria) during normal operation. Work includes testing and balancing, commissioning, engineering, and construction management of all work associated with this indoor air quality improvement project.

Project Specifics

Deer River Public School

The King Elementary School is a 106,737 square foot building originally built in 1955, with (5) subsequent additions (1960, 1978, 2001, 2016, and 2017). The HVAC work includes the units serving the 1955, 1960, 1978 and 2001 sections of the building.

2001 Addition Areas

The ventilation systems serving the 2001 additions include:

- RTU-2A / RTU-2B (Gym)

The roof top units serving the 2001 additions, notably the gym, will be removed and replaced with new rooftop units to meet current code ventilation requirements. The new roof top units will be connected to the building control system and be designed to provide required heating, ventilating, and dehumidification control.

The ductwork and other downstream accessories are in good condition, appropriately sized, and will remain in place.

1955, 1960, & 1978 Addition Areas

The ventilation systems serving the 2001 additions include:

- RTU-4 (Classrooms)
- RTU-5 (Classrooms)
- RTU-6 (Classrooms)
- RTU-7 (Classrooms)

The roof top units will be removed and replaced with new air-handling units sheltered by a penthouse to encapsulate the HVAC equipment on the existing roofing system. The new system will be a VAV configuration with hot water coils and dehumidification at the air-handler. The new air-handling systems will be connected to the building control system and be designed to provide required heating, ventilating, and dehumidification control.

New ductwork, terminal equipment, diffusers, insulation, and controls will be provided in tandem with the new air-handling units to allow for proper operation.

Design Criteria

Upgraded systems will provide code required outside airflow rates as required in classrooms and for other space types - see below. Upgraded systems will continue to control temperatures within acceptable and adjustable ASHRAE recommended ranges as originally designed. Dehumidification sensors will be placed in each occupied space, as per the IAQ Exclusion statement. In addition, the design will ensure that any relative humidity levels that exceed 60% will be corrected by the new systems installed.

Design Conditions

Minimum Occupied Ventilation Airflow Rate (per ASHRAE 62.1-2013, Table 6.2.2.1)

General Classrooms:	10 cfm per person and 0.12 cfm/ft2 of area
Science Laboratory Classroom:	10 cfm per person and 0.18 cfm/ft2 of area
Multi Purpose Room:	5 cfm per person and 0.06 cfm/ft2 of area
Office Space:	5 cfm per person and 0.06 cfm/ft2 of area

(Equipment will be sized for 90% ventilation effectiveness for an overhead duct work system)

Outdoor Design Conditions (per 2013 ASHRAE Fundamentals Chapter 14, Table 1B)

Winter: 99.6% design criteria for Grand Rapids, Minnesota:-19.9 F DB
Summer: 2% design criteria for Grand Rapids, Minnesota: 79.2 F DB, 65.4 F WB

Indoor Design Conditions (per ASHRAE 55-2013, Figure 5.3.1)

Winter Indoor Design Temperature: 72 deg. F. Dry Bulb
Summer Indoor Design Temperature: 75 deg. F. Dry Bulb / 63 deg. F Wet Bulb(50% relative humidity)

Filtration Criteria (per 2012 ASHRAE HVAC Systems and Equipment Chapter 29, Table 2)

MERV 8 with a dust spot efficiency of 20% - 60% and an arrestance of >90%(per ASHRAE Test Standard 52.1)

Sound Design Criteria (per 2015 ASHRAE HVAC Applications Chapter 48, Table 1)

NC 30 during normal operation for Classrooms

Project Cost and Funding

Project Cost

Overall Project Cost

What follows is a listing of projects and associated costs. All below projects will be funded through the Long-Term Facilities Maintenance program (pending MDE approval).

Costs							
Facility	DDC	Piping	Ductwork	General Construction	Electrical	TAB	Total
Deer River Public School District	$ 45,203	$ 2,250,385	$ 2,250,385	$ 930,061	$ 631,508	$ 18,043	$ 6,125,585
Totals	$ 45,203	$ 2,250,385	$ 2,250,385	$ 930,061	$ 631,508	$ 18,043	$6,125,585

Funding

The District proposes to fund the ventilation improvements through the Long-Term Facilities Maintenance program, category 2 expenditures (pending MDE approval), along with (for reference) bonded category 2 expenditures.

Expenditure Categories		Fiscal Year (FY) Ending June 30										
		2021 (base year)	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031
Health and Safety - Projects Costing $100,000 or more per Project/Site/Year												
Finance Code	Category (2)											
358	Asbestos Removal and Encapsulation	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
363	Fire Safety	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
366	Indoor Air Quality	$0	$0	$2,450,234	$3,675,351	$0	$0	$0	$0	$0	$0	$0
	Total Health and Safety Capital Projects $100,000 or More	$0	$0	$2,450,234	$3,675,351	$0	$0	$0	$0	$0	$0	$0

Debt Service Schedule – Facility Maintenance Bonds – IAQ Project > $100K

Deer River School District No. 317
Analysis of Possible Structure for Capital and Debt Levies

$7,005,000 FM Bond
$150,000 Abatement Bond
14 Annual Tax Levies
Wrapped Around Existing Debt

May 9, 2022

Type of Bond	Principal Amount	Dated Date	Interest Rate
FM - Heath & Safety	$7,005,000	08/01/22	3.75%
Tax Abatement	$150,000	08/01/22	3.50%

Levy Payable Year	Fiscal Year	Tax Capacity Value [1] ($000s)	% Chg	Existing Commitments: Building Bonds [2]	Alt Fac/Fac Main H&S Bonds [2]	Abatement Bonds [2]	Est. Debt Excess [3]	Net Levy	Tax Rate	Proposed Abatement Bonds: Principal	Interest	Add'l. Debt Excess [3]	Net Levy	Proposed Facilities Maintenance (H&S) Bonds: Principal	Interest	Add'l. Debt Excess [3]	Net Debt Levy	Combined Totals: Initial Debt Levy	Net Levy	Tax Rate
2021	2022	8,296	3.5%	1,056,157	550,076	68,775	(32,940)	1,642,068	19.79	-	-	-	-	-	-	-	-	1,642,068	1,642,068	19.79
2022	2023	8,536	2.9%	1,062,790	544,510	67,043	(71,137)	1,603,206	18.78	-	2,625 [4]	-	-	-	131,344 [4]	-	-	1,603,206	1,603,206	18.78
2023	2024	8,536	0.0%	1,039,933	328,420	65,310	(111,986)	1,321,677	15.48	15,000	5,250	-	21,263	160,000	262,688	-	443,822	1,786,761	1,786,761	20.93
2024	2025	8,536	0.0%	1,037,676	327,055	68,828	(57,347)	1,376,212	16.12	15,000	4,725	-	20,711	115,000	256,688	-	390,272	1,787,195	1,787,195	20.94
2025	2026	8,536	0.0%	1,391,106	-	66,938	(57,342)	1,400,701	16.41	15,000	4,200	-	20,160	100,000	252,375	-	369,994	1,790,855	1,790,855	20.98
2026	2027	8,536	0.0%	1,386,945	-	70,298	(58,322)	1,398,921	16.39	15,000	3,675	(806)	18,802	120,000	248,625	(14,800)	372,257	1,789,980	1,789,980	20.97
2027	2028	8,536	0.0%	1,389,964	-	-	(58,290)	1,331,674	15.60	15,000	3,150	(752)	18,305	190,000	244,125	(14,890)	440,941	1,790,920	1,790,920	20.98
2028	2029	8,536	0.0%	1,386,945	-	-	(55,599)	1,331,346	15.60	15,000	2,625	(732)	17,774	195,000	237,000	(17,638)	435,962	1,785,083	1,785,083	20.91
2029	2030	8,536	0.0%	1,387,785	-	-	(55,478)	1,332,307	15.61	20,000	2,100	(711)	22,494	200,000	229,688	(17,438)	433,733	1,788,535	1,788,535	20.95
2030	2031	8,536	0.0%	1,387,523	-	-	(55,511)	1,332,011	15.60	20,000	1,400	(900)	21,570	210,000	222,188	(17,349)	436,448	1,790,029	1,790,029	20.97
2031	2032	8,536	0.0%	1,386,158	-	-	(55,501)	1,330,657	15.59	20,000	700	(863)	20,872	220,000	214,313	(17,458)	438,570	1,790,099	1,790,099	20.97
2032	2033	8,536	0.0%	1,362,690	-	-	(55,446)	1,307,244	15.31	-	-		-	245,000	206,063	(17,543)	456,073	1,763,317	1,763,317	20.66
2033	2034	8,536	0.0%	-	-	-		-	-	-	-	-	-	1,215,000	196,875	(18,243)	1,464,226	1,464,226	1,464,226	17.15
2034	2035	8,536	0.0%	-	-	-	-	-	-	-	-	-	-	1,300,000	151,313	(58,569)	1,465,309	1,465,309	1,465,309	17.17
2035	2036	8,536	0.0%	-	-	-	-	-	-	-	-	-	-	1,345,000	102,563	(58,612)	1,461,328	1,461,328	1,461,328	17.12
2036	2037	8,536	0.0%	-	-	-	-	-	-	-	-	-	-	1,390,000	52,125	(58,453)	1,455,778	1,455,778	1,455,778	17.05
2037	2038	8,536	0.0%	-	-	-	-	-	-	-	-	-	-	-	-		-	-	-	-
Totals				15,275,670	1,750,062	407,190	(724,899)	16,708,023		150,000	30,450	(4,764)	181,952	7,005,000	3,007,969	(310,994)	10,064,713	26,954,688	26,954,688	

1 Tax capacity value for taxes payable in 2022 are preliminary. Estimates for future years are based on the percentage changes as shown above.
2 Initial debt service levies (prior to subtracting debt equalization aid) are set at 105 percent of the principal and interest payments during the next fiscal year.
3 Debt excess adjustment for taxes payable in 2022 is the actual amount. Debt excess for future years is estimated at 4% of the prior year's initial debt service levy.
4 The district would not be able to make a tax levy to fund payments on the new bonds due during fiscal year 2022, so those payments, estimated at $133,969, would have to be made from funds on hand or bond proceeds.

PRELIMINARY INFORMATION - FOR DISCUSSION ONLY

Deer River School District No. 317

Estimated Sources and Uses of Funds **May 27, 2022**

	FM Bonds *Deferred Maintenance*	FM Bonds *Health & Safety - IAQ*	Abatement Bonds *Parking Lots*	Total
Estimated Bond Amount	**$1,000,000**	**$6,300,000**	**$145,000**	**$7,445,000**
Estimated Project Cost	**$966,650**	**$6,673,500**	**$139,900**	**$7,780,050**
Dated Date				**9/1/2022**
Number of Years	**14.5**	**14.5**	**10**	**14.5**
Sources of Funds				
Par Amount	$1,000,000	$6,300,000	$145,000	$7,445,000
Investment Earnings [1]	1,568	9,918	227	11,713
General LTFM Funds on Hand	0	560,050	0	560,050
Total Sources	$1,001,568	$6,869,968	$145,227	$8,016,763
Uses of Funds				
Allowance for Discount Bidding [2]	$20,000	$126,000	$2,900	$148,900
Legal and Fiscal Costs [3]	14,918	70,468	2,427	87,813
Net Available for Project Costs	**966,650**	**6,673,500**	**139,900**	**7,780,050**
Total Uses	$1,001,568	$6,869,968	$145,227	$8,016,763
Deposit to Construction Fund	**$965,082**	**$6,103,532**	**$139,673**	**$7,208,287**

1 Estimated investment earnings are based on an average interest rate of 0.3%, and a project length of 13 months.

2 The allowance for discount bidding is an estimate of the compensation taken by the underwriter who provides the lowest true interest cost as part of the competitive bidding process and purchases the bonds. Ehlers provides independent municipal advisory services as part of the bond sale process and is not an underwriting firm.

3 Includes fees for municipal advisor, bond counsel, rating agency or agencies, paying agent, and county certificates.

EHLERS
PUBLIC FINANCE ADVISORS

Deer River School District No. 317

Estimates of LTFM Revenue and Bond Payments

$1,000,000 Fac. Maint. Bond Issue
14 Annual Levies
33% of LTFM Revenue

	Proposed Bond Issue
Principal Amount:	$1,000,000
Dated Date:	9/1/2022
Average Interest Rate:	3.90%

May 27, 2022

Levy Pay Year	Fiscal Year	Adjusted Pupil Units	Building Age	Revenue/ Pupil	Est. Total LTFM Revenue	LTFM Aid	Tax Levy	Existing Bonds: Initial Levy [1]	Existing Bonds: Est. Debt Excess [2]	Existing Bonds: Net Levy	Gen. Fund Revenue Remaining	Potential New Bonds: Principal	Potential New Bonds: Interest	Potential New Bonds: Est. Debt Excess [2]	Potential New Bonds: Total Debt Service [1]	Total Debt Service	Gen. Fund Revenue Remaining
2022	2023	945	38.86	380.00	359,100	95,513	263,587	276,675	(11,755)	264,920	94,180	-	-	-	-	264,920	94,180
2023	2024	945	39.86	380.00	359,100	79,879	279,221	70,718	(11,067)	59,651	299,450	-	55,250	2,925	60,938	120,588	238,512
2024	2025	945	40.86	380.00	359,100	85,099	274,001	68,828	(2,829)	65,999	293,101	10,000	39,000	-	51,450	117,449	241,651
2025	2026	945	41.86	380.00	359,100	88,863	270,237	66,938	(2,753)	64,184	294,916	15,000	38,610	-	56,291	120,475	238,625
2026	2027	945	42.86	380.00	359,100	92,857	266,243	70,298	(2,678)	67,620	291,480	15,000	38,025	(2,252)	53,425	121,045	238,055
2027	2028	945	43.86	380.00	359,100	96,791	262,309	-		-	359,100	80,000	37,440	(2,137)	121,175	121,175	237,925
2028	2029	945	44.86	380.00	359,100	100,668	258,432	-	-	-	359,100	85,000	34,320	(4,847)	120,439	120,439	238,661
2029	2030	945	45.86	380.00	359,100	104,487	254,613	-	-	-	359,100	85,000	31,005	(4,818)	116,988	116,988	242,112
2030	2031	945	46.86	380.00	359,100	104,487	254,613	-	-	-	359,100	90,000	27,690	(4,680)	118,895	118,895	240,205
2031	2032	945	47.86	380.00	359,100	104,487	254,613	-	-	-	359,100	95,000	24,180	(4,756)	120,383	120,383	238,717
2032	2033	945	48.86	380.00	359,100	104,487	254,613	-	-	-	359,100	100,000	20,475	(4,815)	121,683	121,683	237,417
2033	2034	945	49.86	380.00	359,100	104,487	254,613	-	-	-	359,100	100,000	16,575	(4,867)	117,536	117,536	241,564
2034	2035	945	50.86	380.00	359,100	104,487	254,613	-	-	-	359,100	105,000	12,675	(4,701)	118,857	118,857	240,243
2035	2036	945	51.86	380.00	359,100	104,487	254,613	-	-	-	359,100	110,000	8,580	(4,754)	119,755	119,755	239,345
2036	2037	945	52.86	380.00	359,100	104,487	254,613	-	-	-	359,100	110,000	4,290	(4,790)	115,214	115,214	243,886
2037	2038	945	53.86	380.00	359,100	104,487	254,613	-	-	-	359,100	-	-		-	-	359,100
2038	2039	945	54.86	380.00	359,100	104,487	254,613	-	-	-	359,100	-	-	-	-	-	359,100
Totals					8,640,744	2,412,411	6,228,333	830,813	(36,536)	794,277		1,000,000	388,115	(44,492)	1,413,029	2,207,306	6,433,438

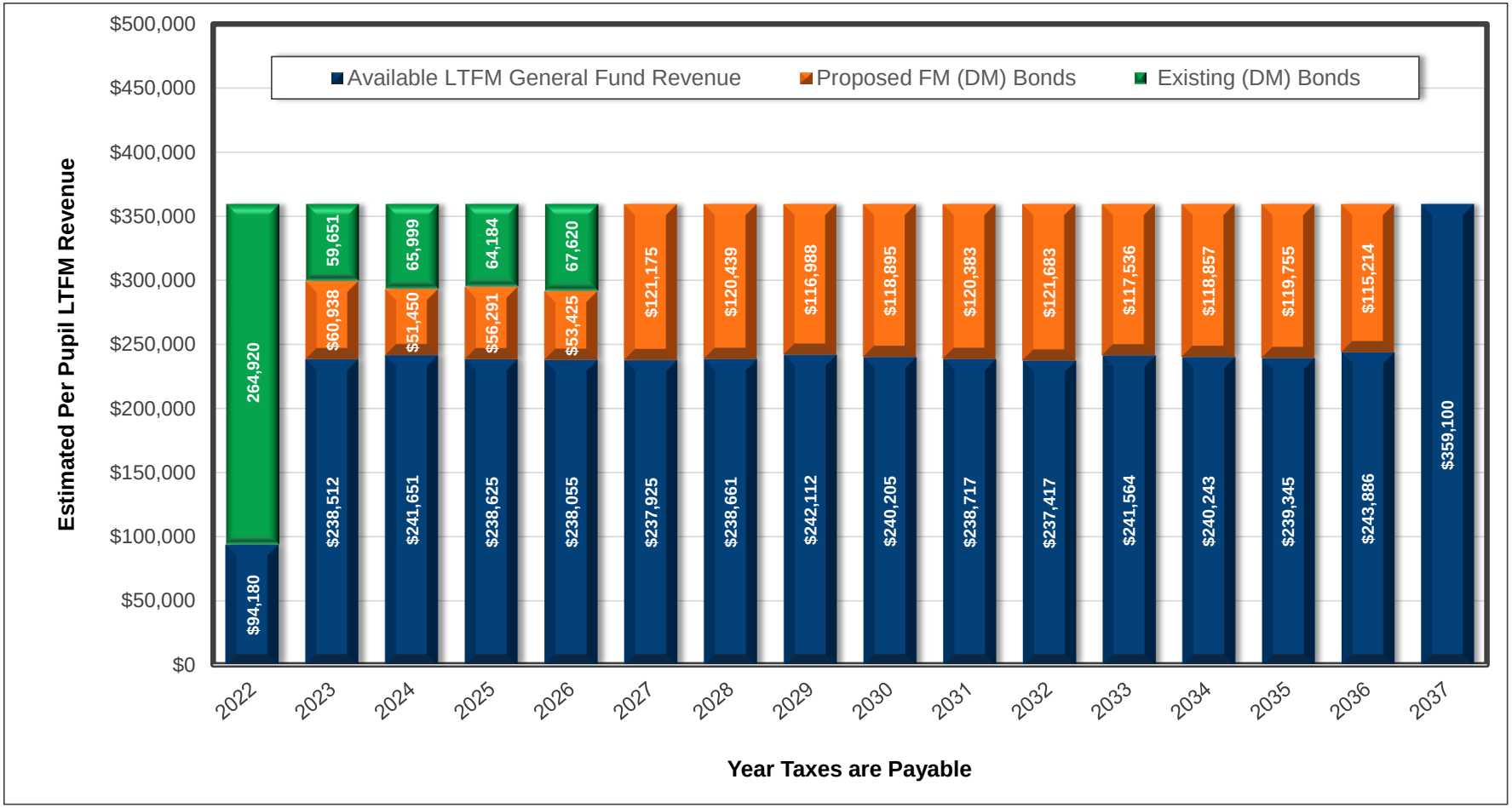
1 Debt service levies are set at 105 percent of the principal and interest payments during the next fiscal year.
2 Debt excess adjustment is estimated at 4% of the prior year's initial debt service levy.

Deer River School District No. 317

Estimated $380 Per Pupil Long-Term Facilities Maintenance Revenue
Estimates of LTFM Revenue and Bond Payments

$1,000,000 Fac. Maint. Bond Issue
14 Annual Levies
33% of LTFM Revenue

Date Prepared: May 27, 2022



Deer River School District No. 317

Analysis of Possible Structure for Capital and Debt Levies

$6,300,000 FM Bond
$145,000 Abatement Bond
14 Annual Tax Levies
Wrapped Around Existing Debt

May 27, 2022

Type of Bond	Principal Amount	Dated Date	Interest Rate
FM - Heath & Safety	$6,300,000	09/01/22	3.90%
Tax Abatement	$145,000	09/01/22	3.50%

Levy Payable Year	Fiscal Year	Tax Capacity Value [1] ($000s)	% Chg	Existing Commitments: Building Bonds [2]	Alt Fac/Fac Main H&S Bonds [2]	Abatement Bonds [2]	Est. Debt Excess [3]	Net Levy	Tax Rate	Proposed Abatement Bonds: Principal	Interest	Add'l. Debt Excess [3]	Net Levy	Proposed Facilities Maintenance (H&S) Bonds: Principal	Interest	Add'l. Debt Excess [3]	Net Debt Levy	Combined Totals: Initial Debt Levy	Net Levy	Tax Rate
2021	2022	8,296	3.5%	1,056,157	550,076	68,775	(32,940)	1,642,068	19.79	-	-	-	-	-	-	-	-	1,642,068	1,642,068	19.79
2022	2023	8,536	2.9%	1,062,790	544,510	67,043	(71,137)	1,603,206	18.78	-	-	-	-	-	-	-	-	1,603,206	1,603,206	18.78
2023	2024	8,536	0.0%	1,039,933	328,420	65,310	(111,986)	1,321,677	15.48	10,000	7,190	800	18,849	100,000	348,075	22,500	492,979	1,833,505	1,833,505	21.48
2024	2025	8,536	0.0%	1,037,676	327,055	68,828	(57,347)	1,376,212	16.12	15,000	4,725	-	20,711	175,000	241,800	-	437,640	1,834,563	1,834,563	21.49
2025	2026	8,536	0.0%	1,391,106	-	66,938	(57,342)	1,400,701	16.41	15,000	4,200	-	20,160	160,000	234,975	-	414,724	1,835,585	1,835,585	21.50
2026	2027	8,536	0.0%	1,386,945	-	70,298	(58,322)	1,398,921	16.39	15,000	3,675	(806)	18,802	185,000	228,735	(16,589)	417,833	1,835,556	1,835,556	21.50
2027	2028	8,536	0.0%	1,389,964	-	-	(58,290)	1,331,674	15.60	15,000	3,150	(752)	18,305	255,000	221,520	(16,713)	483,633	1,833,612	1,833,612	21.48
2028	2029	8,536	0.0%	1,386,945	-	-	(55,599)	1,331,346	15.60	15,000	2,625	(732)	17,774	270,000	211,575	(19,345)	486,308	1,835,429	1,835,429	21.50
2029	2030	8,536	0.0%	1,387,785	-	-	(55,478)	1,332,307	15.61	20,000	2,100	(711)	22,494	275,000	201,045	(19,452)	480,395	1,835,196	1,835,196	21.50
2030	2031	8,536	0.0%	1,387,523	-	-	(55,511)	1,332,011	15.60	20,000	1,400	(900)	21,570	285,000	190,320	(19,216)	479,870	1,833,452	1,833,452	21.48
2031	2032	8,536	0.0%	1,386,158	-	-	(55,501)	1,330,657	15.59	20,000	700	(863)	20,872	300,000	179,205	(19,195)	483,970	1,835,499	1,835,499	21.50
2032	2033	8,536	0.0%	1,362,690	-	-	(55,446)	1,307,244	15.31	-	-		-	355,000	167,505	(19,359)	529,271	1,836,515	1,836,515	21.51
2033	2034	8,536	0.0%	-	-	-		-	-	-	-	-	-	915,000	153,660	(21,171)	1,100,922	1,100,922	1,100,922	12.90
2034	2035	8,536	0.0%	-	-	-	-	-	-	-	-	-	-	970,000	117,975	(44,037)	1,098,337	1,098,337	1,098,337	12.87
2035	2036	8,536	0.0%	-	-	-	-	-	-	-	-	-	-	1,010,000	80,145	(43,933)	1,100,719	1,100,719	1,100,719	12.90
2036	2037	8,536	0.0%	-	-	-	-	-	-	-	-	-	-	1,045,000	40,755	(44,029)	1,096,014	1,096,014	1,096,014	12.84
2037	2038	8,536	0.0%	-	-	-	-	-	-	-	-	-	-	-	-		-	-	-	-
Totals				15,275,670	1,750,062	407,190	(724,899)	16,708,023		145,000	29,765	(3,964)	179,539	6,300,000	2,617,290	(260,539)	9,102,615	25,990,177	25,990,177	

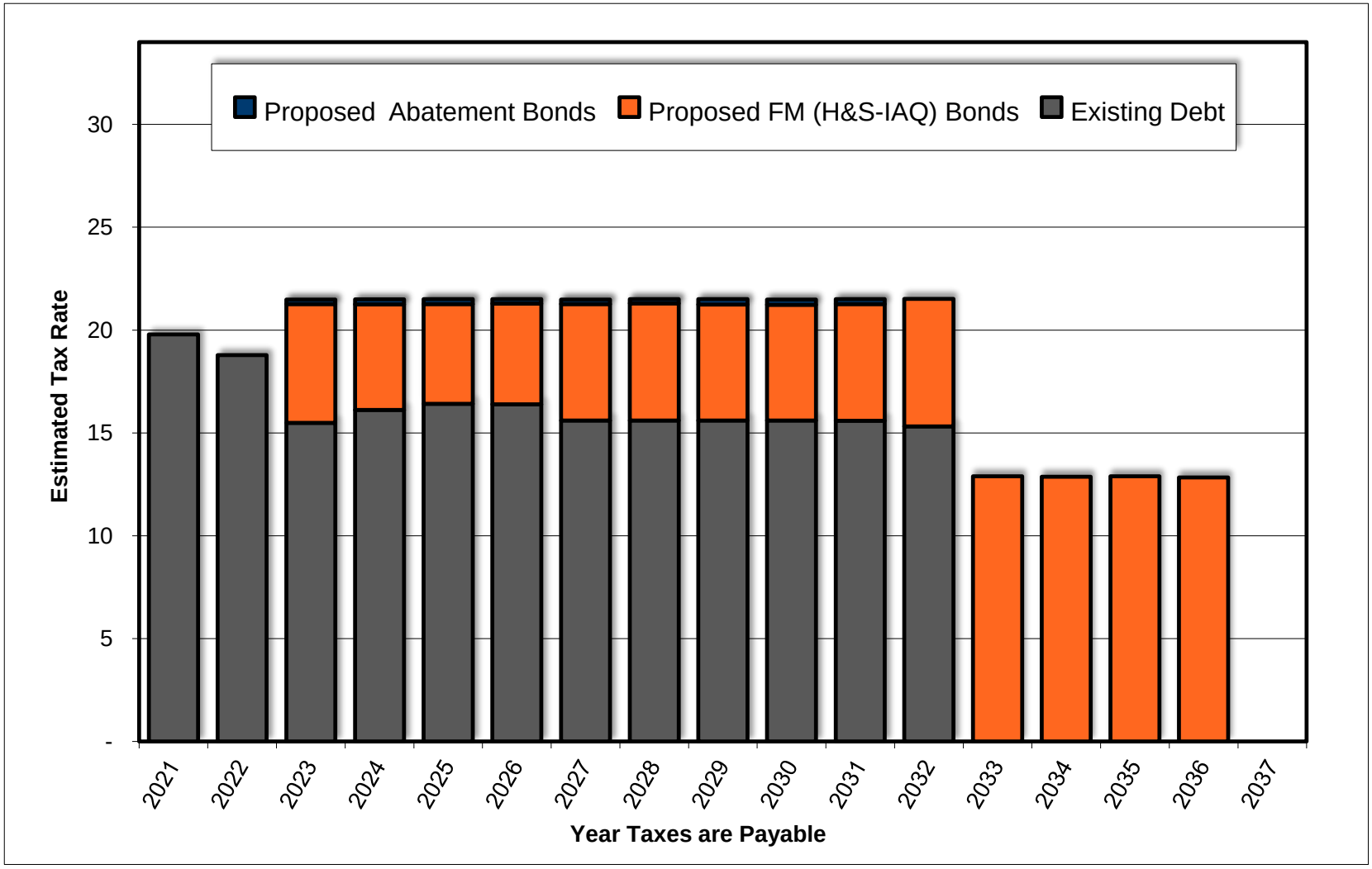
1 Tax capacity value for taxes payable in 2021 and 2022 are final. Estimates for future years are based on the percentage changes as shown above.
2 Initial debt service levies (prior to subtracting debt equalization aid) are set at 105 percent of the principal and interest payments during the next fiscal year.
3 Debt excess adjustment for taxes payable in 2022 is the actual amount. Debt excess for Pay 2023 is an estimate using June 30, 2021 fund balance. Future years are estimated at 4% of the prior year's initial debt service levy.

Deer River School District No. 317

Estimated Tax Rates for Capital and Debt Service Levies
Existing Commitments and Proposed New Debt

$6,300,000 FM Bond
$145,000 Abatement Bond
14 Annual Tax Levies

Date Prepared: **May 27, 2022**



Deer River School District No. 317

Analysis of Tax Impact for Potential Bond Issue **May 27, 2022**

Bond Issue Amount	**$7,445,000**
Issuance Date	**9/1/2022**
Average Interest Rate	**3.90%**
Number of Annual Tax Levies	**14**

Type of Property	Estimated Market Value	Estimated Change in Annual Taxes from Pay 2022 to 2023*
Residential Homestead	$100,000	$19
	125,000	27
	150,000	34
	175,000	41
	200,000	49
	250,000	64
	300,000	78
	350,000	93
	400,000	108
	450,000	122
	500,000	135
Commercial/ Industrial	$100,000	$41
	200,000	88
	300,000	142
	500,000	250
	1,000,000	520
Agricultural Homestead *** (average value per acre of land & buildings)	$3,000	-$0.16
	4,000	-0.21
	5,000	-0.27
	6,000	-0.32
Agricultural Non-Homestead *** (average value per acre of land & buildings)	$3,000	-$0.32
	4,000	-0.43
	5,000	-0.53
	6,000	-0.64

* Estimated tax impact includes principal and interest payments on the new bonds. The amounts in the table are based on school district taxes for bonded debt levies only, and do not include tax levies for other purposes. Tax increases shown above are gross increases, not including the impact of the homeowner's Homestead Credit Refund ("Circuit Breaker") program. Some owners of homestead property will qualify for a refund, based on their income and total property taxes. This will change the net effect of the proposed bond issue for those property owners.

*** For all agricultural property, estimated tax impact for taxes payable in 2022 includes a 60% reduction due to the School Building Bond Agricultural Credit. The credit percentage will gradually increase to 70% by taxes payable in 2023; this will cause a reduction in taxes in future years. Average value per acre is the total estimated market value of all land & buildings divided by total acres. If the property includes a home, then the tax impact on the house, garage, and one acre of land will be calculated in addition to the taxes per acre, on the same basis as a residential homestead or non-homestead property. If the same property owner owns more than approximately $1.9 million of agricultural homestead land and buildings, a portion of the property will be taxed at the higher non-homestead rate.

Member LuAnn Robinson introduced the following resolution and moved its adoption:

RESOLUTION APPROVING AND AUTHORIZING THE SUBMISSION OF THE DISTRICT'S 10-YEAR PLAN TO THE MINNESOTA DEPARTMENT OF EDUCATION

Deer River School District's Board of Education does hereby certify that the following is a true, complete, and correct copy of a resolution adopted at a meeting of Deer River School District's Board of Education, duly and properly called and held on the 18th day of May 2022; that a quorum was present at said meeting; that a majority of those present voted for the resolution; and that said resolution is set forth in the minutes of said meeting.

WHEREAS, the Board of Education of Independent School District 317 is interested in receiving approval of the District's 10-Year Plan from the Minnesota Department of Education (MDE), to utilize the Long-term Facilities Maintenance Revenue Program (Minnesota §123B.595) to address its deferred and long-term maintenance needs of its facilities.

NOW, THEREFORE, BE IT RESOLVED that the Independent School District 317 Board of Education directs the Superintendent of Schools, on behalf of Independent School District 317, to prepare and submit all required application material requested by the Minnesota Department of Education to gain approval of its 10-Year Plan.

The motion for the adoption of the foregoing resolution was duly seconded by Member Lloyd Kongsjord and upon roll call vote the following voted in favor thereof: Robinson, Kongsjord, Anhila, Thompson, Fairbanks

and the following voted against the same:

whereupon said resolution was declared duly passed adopted. 5-0

EXTRACT OF SCHOOL BOARD MEETING MINUTES
INDEPENDENT SCHOOL DISTRICT NO. 317
DEER RIVER PUBLIC SCHOOLS
STATE OF MINNESOTA

Pursuant to due call and notice thereof, a School Board meeting of Independent School District No. 317, State of Minnesota, was held on June 13, 2022 at 6:00 p.m., for the purpose in part, of approving the District's Fiscal Year (FY) 24 Long-Term Facility Maintenance Ten-Year Plan as established in Minnesota Statutes 2021, section 123B.595.

School Board Director _____

introduced the following resolution and moved its adoption.

RESOLUTION ADOPTING INDEPENDENT SCHOOL DISTRICT NO. 317 FY 24 LONG-TERM FACILITIES MAINTENANCE TEN-YEAR PLAN

BE IT RESOLVED that the School Board of Independent School District No. 317, State of Minnesota, approves the attached FY 24 Long-Term Facilities Maintenance Ten-Year Plan.

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

and, upon vote being thereon, the following voted in favor of the motion:

_____

And the following voted against _____.

WHEREUPON the resolution was declared duly passed and adopted the 13th day of June, 2022

_____

SCHOOL BOARD CLERK SIGNATURE

DEPARTMENT OF EDUCATION	**Division of School Finance** **400 NE Stinson Blvd** **Minneapolis, MN 55413**	**Long-Term Facility Maintenance Ten-Year Expenditure Application (LTFM) - Fund 01 and Fund 06 Projects Only**	**ED - 02478-08**

Instructions: Enter estimated, allowable LTFM expenditures (Fund 01 and/or Fund 06 only) under Minnesota Statutes 2021, section 123B.595, subd. 10. Enter by Uniform Financial and Accounting Reporting Standards (UFARS) finance code and by fiscal year in the cells provided.

District Info.	Enter Information	District Info.	Enter Information
District Name:	Deer River Public School District	Date:	6/13/2022
District Number:	0317-01	Email:	jdrotts@isd317.org
District Contact Name:	Jennifer Drotts		
Contact Phone #	218-246-3407		

Expenditure Categories		Fiscal Year (FY) Ending June 30										
		2022 (base year)	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
Health and Safety - this section excludes project costs in Category 2 of $100,000 or more for which additional revenue is requested for Finance Codes 358, 363 and 366.												
Finance Code	Category (1)											
347	Physical Hazards	$7,386	$29,270	$8,000	$8,000	$8,000	$8,000	$8,000	$8,000	$8,000	$8,000	$8,000
349	Other Hazardous Materials	$9,795	$2,370	$2,500	$2,000	$2,000	$2,000	$2,000	$2,000	$2,000	$2,000	$2,000
352	Environmental Health and Safety Management	$0	$23,697	$15,000	$5,000	$5,000	$5,000	$5,000	$5,000	$5,000	$5,000	$5,000
358	Asbestos Removal and Encapsulation	$0	$9,273	$8,000	$5,000	$5,000	$5,000	$5,000	$5,000	$5,000	$5,000	$5,000
363	Fire Safety	$6,914	$16,533	$17,000	$10,000	$10,000	$10,000	$10,000	$10,000	$10,000	$10,000	$10,000
366	Indoor Air Quality	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
all	**Total Health and Safety Capital Projects**	**$24,095**	**$81,143**	**$50,500**	**$30,000**	**$30,000**	**$30,000**	**$30,000**	**$30,000**	**$30,000**	**$30,000**	**$30,000**
Health and Safety - Projects Costing $100,000 or more per Project/Site/Year												
Finance Code	Category (2)											
358	Asbestos Removal and Encapsulation	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
363	Fire Safety	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
366	Indoor Air Quality	$0	$2,450,234	$3,675,351	$0	$0	$0	$0	$0	$0	$0	$0
all	**Total Health and Safety Capital Projects $100,000 or More**	**$0**	**$2,450,234**	**$3,675,351**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
Remodeling for Approved Voluntary Pre-K under Minnesota Statutes, section 124D.151												
Finance Code	Category (3)											
355	Remodeling for prekindergarten (Pre-K) instruction approved by the commissioner.	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	Total Remodeling for Approved Voluntary Pre-K Projects	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
Accessibility												
Finance Code	Category (4)											
367	Accessibility	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	Total Accessibility Projects	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
Deferred Capital Expenditures and Maintenance Projects												
Finance Code	Category (5)											
368	Building Envelope	$0	$207,596	$311,394	$40,873	$0	$0	$0	$0	$0	$0	$0
369	Building Hardware and Equipment	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
370	Electrical	$0	$0	$0	$5,000	$5,000	$5,000	$5,000	$5,000	$5,000	$5,000	$5,000
379	Interior Surfaces	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
380	Mechanical Systems	$22,336	$185,536	$278,304	$5,000	$5,000	$5,000	$6,000	$7,000	$8,000	$9,000	$10,000
381	Plumbing	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
382	Professional Services and Salary	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
383	Roof Systems	$905	$0	$0	$0	$231,308	$360,000	$0	$0	$0	$0	$0
384	Site Projects	$0	$114,960	$172,440	$0	$0	$0	$0	$0	$0	$0	$0
all	**Total Deferred Capital Expense and Maintenance**	**$23,241**	**$508,092**	**$762,138**	**$50,873**	**$241,308**	**$370,000**	**$11,000**	**$12,000**	**$13,000**	**$14,000**	**$15,000**
	Total Annual 10-Year Plan Expenditures	**$47,337**	**$3,039,469**	**$4,487,989**	**$80,873**	**$271,308**	**$400,000**	**$41,000**	**$42,000**	**$43,000**	**$44,000**	**$45,000**
Fund Balance Section												
	Fund 01											
	Beginning Fund Balance 01-467-XX	-$50,085	$28,959	-$485,601	-$383,377	-$223,183	-$256,374	-$421,003	-$223,970	-$29,911	$166,629	$360,399
	LTFM Fiscal Year Revenue - Levy	$126,381	$74,675	$232,615	$241,067	$238,117	$235,371	$238,033	$236,059	$239,540	$237,770	$236,206
	LTFM Fiscal Year Revenue - AID if Applicable	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	LTFM Fiscal Year Revenue Other	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	LTFM Transfer IN from Fund 06 if applicable (see transfer guidance tab)	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	LTFM Transfer OUT from Fund 01 if applicable (see transfer guidance tab)	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	LTFM Transfer OUT if applicable - Special Legislation	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	LTFM Estimated Fiscal Year Expenditures	$47,337	$589,235	$130,391	$80,873	$271,308	$400,000	$41,000	$42,000	$43,000	$44,000	$45,000
	Ending Fiscal Year Fund Balance 01-467-XX	**$28,959**	**-$485,601**	**-$383,377**	**-$223,183**	**-$256,374**	**-$421,003**	**-$223,970**	**-$29,911**	**$166,629**	**$360,399**	**$551,605**
	Fund 06											
	Beginning Fund Balance 06-467-XX	$0	$0	$4,618,380	$0	$0	$0	$0	$0	$0	$0	$0
	LTFM Fiscal Year Bonded Revenue	$0	$7,068,614	$0	$0	$0	$0	$0	$0	$0	$0	$0
	LTFM Fiscal Year Revenue Other	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	LTFM Transfer IN from Fund 01 if applicable (see transfer guidance tab)	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	LTFM Transfer OUT from Fund 06 if applicable (see transfer guidance tab)	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	Other Transfers	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	LTFM Estimated Fiscal Year Expenditures	$0	$2,450,234	$4,618,380	$0	$0	$0	$0	$0	$0	$0	$0
	Ending Fiscal Year Fund Balance 06-467-XX	**$0**	**$4,618,380**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
End of worksheet												

FY 24 Long-Term Facilities Maintenance (LTFM) Ten-Year Revenue Projection

Revised 5/04/2022

317 <= Type in School District Number

DEER RIVER PUBLIC SCHOOL DISTRICT

	Calculations for Ten Year Projection	Pay 22 LLC #	Change only if requiring levy adjustments FY 2022	Payable 2022 LLC Certification FY 2023	Current Estimate FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032
1	**Type your district number in cell A2 (Minneapolis = 1.2)**													
2	**Type APU, health and safety and alternative facilities project, and bond estimates in lines 6a, 14, 16b to 18, 20, 21, 26, 27 and 50b**													
3	**Type debt excess, intermediate/coop district, and revenue reduction data in lines 13, 15, 23, 31, and 33**													
4	**Look-up data from following tabs**													
5	**Initial Formula Revenue**													
6	Current year APU	57		945.00	945.00	950.91	950.91	950.91	950.91	950.91	950.91	950.91	950.91	950.91
6a	Additional Pre-K Pupil Units (line 19 of Pre-K application)													
6b	Total Adjusted Pupil Units = (6) + (6a)				945.00	950.91	950.91	950.91	950.91	950.91	950.91	950.91	950.91	950.91
7	District average building age (uncapped)	451		38.86	38.86	39.86	40.86	41.86	42.86	43.86	44.86	45.86	46.86	47.86
8	Formula allowance			$ 380.00	$ 380.00	$ 380.00	$ 380.00	$ 380.00	$ 380.00	$ 380.00	$ 380.00	$ 380.00	$ 380.00	$ 380.00
9	Building age ratio = (Lesser of 1 or (7) / 35)	452			1.00000	1.00000	1.00000	1.00000	1.00000	1.00000	1.00000	1.00000	1.00000	1.00000
10	Initial revenue = (6) * (8) * (9)	453		359,100	359,100	361,345	361,345	361,345	361,345	361,345	361,345	361,345	361,345	361,345
11	**Added revenue for Eligible H&S Projects > $100,000 / site**													
12	Debt service for existing Alt facilities H&S bonds (1B) - gross before debt excess	702			324,011	328,420	327,055	-	-	-	-	-	-	-
13	Debt Excess related to Debt service for existing Alt facilities H&S bonds (1B)	756			13,771	-	-	-	-	-	-	-	-	-
14	Debt service for portion of existing Alt facilities bonds from line (22) attributable to eligible H&S Projects > $100,000 per site (1A)	701			-	-	-	-	-	-	-	-	-	-
15	Debt Excess related to Debt service for portion of existing Alt facilities bonds attributable to eligible H&S Projects > $100,000 per site (1A)	755			-	-	-	-	-	-	-	-	-	-
16a	Existing Net debt service for LTFM bonds for eligible new H&S projects > $100,000 / site = (principal + interest)*1.05 - portion of bond paid by initial revenue from "IAQFAA Bonds" tab				211,128	-	-	-	-	-	-	-	-	-
16b	New debt service for LTFM bonds for eligible new H&S projects > $100,000 / site = (principal + interest)*1.05 - portion of bond paid by initial revenue				-	470,479	437,640	414,724	434,422	500,346	505,654	499,847	499,086	503,165
17	Net debt service for LTFM bonds for eligible new H&S projects > $100,000 / site = (principal + interest)*1.05 - portion of bond paid by initial revenue = (16a) + (16b)	767			211,128	470,479	437,640	414,724	434,422	500,346	505,654	499,847	499,086	503,165
18	Pay as you go revenue for eligible new H&S projects > $100,000 / site	455	-		-	-	-	-	-	-	-	-	-	-
19	Total additional revenue for eligible H&S projects >$100,000 / site (12) - (13) + (14) -(15) + (17) + (18)	456		521,368	521,368	798,899	764,695	414,724	434,422	500,346	505,654	499,847	499,086	503,165
	Added revenue for Pre-K remodeling (for VPK approvals only)													
20a	Net debt service for bonds approved for Pre-K remodeling	768			-	-	-	-	-	-	-	-	-	-
20b	Pay as you go for projects approved for Pre-K remodeling	457			-									
20c	Total Pre-K revenue				-	-	-	-	-	-	-	-	-	-
20d	**Total New Law Revenue (10) + (19) + (20c)**	458			880,468	1,160,244	1,126,040	776,069	795,767	861,691	866,999	861,192	860,431	864,510
	Old Formula revenue													
21	Old formula Health & Safety revenue (these should match the pay as you go amounts entered into the Health & Safety Data Submission System through FY 2024)	459		-	-	-	-	-	-	-	-	-	-	-
22	Old formula alt facilities debt revenue (1A) - gross before debt excess	701			-	-	-	-	-	-	-	-	-	-
23	Debt Excess allocated to line 22				-	-	-	-	-	-	-	-	-	-
24	Old formula alt facilities debt revenue (1A) - debt excess	765			-	-	-	-	-	-	-	-	-	-
25	Old formula alt facilities net debt revenue (1B) = (12) - (13)	766			310,239.83	328,420	327,055	-	-	-	-	-	-	-
26	Old formula alt facilities pay as you go revenue (1A)	460	-		-	-	-	-	-	-	-	-	-	-
27	Old formula alt facilities pay as you go revenue (1B) > $500,000 (these should match the pay as you go amounts entered into the Health & Safety Data Submission System through FY 2023)	463			-	-	-	-	-	-	-	-	-	-
27a	LTFM "H&S >100K per site" bonds	767			211,128	470,479	437,640	414,724	434,422	500,346	505,654	499,847	499,086	503,165
27b	LTFM "other" bonds for 1A hold harmless	769			-	-	-	-	-	-	-	-	-	-
28	Old formula deferred maintenance revenue = (if (22) + (26) = 0, (10) * ($64 / formula allowance))	466			60,480	60,858	60,858	60,858	60,858	60,858	60,858	60,858	60,858	60,858
29	Total old formula revenue = (21)+(24)+(25)+(26)+(27)+(27a)+(27b)+(28)	467		581,848	581,848	859,757	825,553	475,582	495,280	561,204	566,512	560,705	559,944	564,023
30	**Total LTFM Revenue for Individual District Projects = Greater of (20d) or [(29) + (20c)]**	**468**		880,468	880,468	1,160,244	1,126,040	776,069	795,767	861,691	866,999	861,192	860,431	864,510
31	District Requested Reduction from Maximum LTFM Revenue (to levy													

26	Old formula alt facilities pay as you go revenue (1A)	460	-		-	-	-	-	-	-	-	-	-	-	-
27	Old formula alt facilities pay as you go revenue (1B) > $500,000 (these should match the pay as you go amounts entered into the Health & Safety Data Submission System through FY 2023)	463			-	-	-	-	-	-	-	-	-	-	-
27a	LTFM "H&S >100K per site" bonds	767			211,128	470,479	437,640	414,724	434,422	500,346	505,654	499,847	499,086	503,165	
27b	LTFM "other" bonds for 1A hold harmless	769			-	-	-	-	-	-	-	-	-	-	
28	Old formula deferred maintenance revenue = (if (22) + (26) = 0, (10) * ($64 / formula allowance))	466			60,480	60,858	60,858	60,858	60,858	60,858	60,858	60,858	60,858	60,858	
29	Total old formula revenue = (21)+(24)+(25)+(26)+(27)+(27a)+(27b)+(28)	467		581,848	581,848	859,757	825,553	475,582	495,280	561,204	566,512	560,705	559,944	564,023	
30	**Total LTFM Revenue for Individual District Projects = Greater of (20d) or [(29) + (20c)]**	**468**		880,468	880,468	1,160,244	1,126,040	776,069	795,767	861,691	866,999	861,192	860,431	864,510	
31	District Requested Reduction from Maximum LTFM Revenue (to levy less than the maximum). Also enter this amount in the Levy Information System. Stated as positive number	469		-	-	-	-	-	-	-	-	-	-	-	
32	**District LTFM Revenue (30) - (31)**	**470**		880,468	880,468	1,160,244	1,126,040	776,069	795,767	861,691	866,999	861,192	860,431	864,510	
33	LTFM Revenue for District Share of Eligible Cooperative / Intermediate Projects (Unequalized)	471		-	-	-	-	-	-	-	-	-	-	-	
34	**Grand Total LTFM Revenue (32) + (33)**	**472**		880,468	880,468	1,160,244	1,126,040	776,069	795,767	861,691	866,999	861,192	860,431	864,510	
	Aid and Levy Shares of Total Revenue														
35	For ANTC & APU, three year prior date			2020	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	
36	Three year prior Ag Modified ANTC	33		8,531,513	8,531,513	9,047,859	9,409,774	9,786,165	10,177,611	10,584,716	11,008,104	11,448,428	11,906,366	12,382,620	
37	Three year prior Adjusted PU (New Weights)	54		984.66	982.65	941.69	955.85	959.59	950.91	950.91	950.91	950.91	950.91	950.91	
38	ANTC / APU = (36) / (37)	474		8,664.43	8,682.15	9,608.07	9,844.41	10,198.22	10,703.05	11,131.17	11,576.42	12,039.47	12,521.05	13,021.90	
39	State average ANTC / APU with ag value adjustment	475		9,596.79	9,596.79	10,491.16	11,673.33	12,421.51	12,918.00	13,435.00	13,972.00	14,531.00	15,112.00	15,716.00	
40	Equalizing Factor = 123% of (39)	476		11,804.05	11,804.05	12,904.13	14,358.20	15,278.46	15,889.14	16,525.05	17,185.56	17,873.13	18,587.76	19,330.68	
41	Local (levy) share of Equalized Revenue (lesser of 1 or (38) / (40))	477		73.40%	73.55%	74.46%	68.56%	66.75%	67.36%	67.36%	67.36%	67.36%	67.36%	67.36%	
42	State (aid) share of Equalized Revenue (1 - (41))	478		26.60%	26.45%	25.54%	31.44%	33.25%	32.64%	32.64%	32.64%	32.64%	32.64%	32.64%	
43	Equalized Revenue (lesser of (34) or (6) * (8))	473		359,100	359,100	361,345	361,345	361,345	361,345	361,345	361,345	361,345	361,345	361,345	
44	Initial LTFM State Aid (42) * (43)	479		95,513	94,974	92,297	113,596	120,151	117,940	117,945	117,938	117,940	117,936	117,929	
45	Old formula Grandfathered Alternative Facilities Aid	481		-	-	-	-	-	-	-	-	-	-	-	
46	Total LTFM State Aid (Greater of (44) or (45))	482		95,513	94,974	92,297	113,596	120,151	117,940	117,945	117,938	117,940	117,936	117,929	
47	Total LTFM Levy (34) - (46) (including coop/intermediate)	485		784,955	785,494	1,067,947	1,012,444	655,918	677,827	743,746	749,060	743,252	742,494	746,581	
48	**Debt Service Portion of Revenue (non-grandfather districts)**														
49	Subtotal Debt Service Revenue from above = (12) - (13) + (17) + (20a) + (24)	765+766+ 767+768			521,368	798,899	764,695	414,724	434,422	500,346	505,654	499,847	499,086	503,165	
50	Existing LTFM bonds excluding bonds on line 17 (principal + interest)*1.05 from "FM Other Bonds" tab	769			264,816	70,718	68,828	66,938	70,298	-	-	-	-	-	
50b	New LTFM bonds excluding bonds on line 17 (principal + interest)*1.05				-	58,013	51,450	56,291	55,676	123,312	125,286	121,805	123,575	125,139	
51	Total Debt Service Revenue = (49) + (50) + (50b)	770			786,184	927,629	884,973	537,952	560,396	623,658	630,940	621,653	622,661	628,304	
52	Equalized debt Service Revenue (lesser of (43) or (51))	486			359,100	361,345	361,345	361,345	361,345	361,345	361,345	361,345	361,345	361,345	
53	Debt Service Aid = (52) * (42)	488			94,974	92,297	113,596	120,151	117,940	117,945	117,938	117,940	117,936	117,929	
54	Equalized Debt Service Levy = (52) - (53)	489			264,126	269,048	247,749	241,194	243,405	243,400	243,407	243,405	243,408	243,416	
55	Unequalized Debt Service Revenue and Levy = (Greater of zero or (51) - (50))	490			427,084	566,284	523,628	176,607	199,051	262,313	269,595	260,308	261,316	266,959	
56	**General Fund Portion of Revenue (non-grandfather districts)**														
57	Total General Fund Revenue = (34) - (51)	491			94,284	232,615	241,067	238,117	235,371	238,033	236,059	239,540	237,770	236,206	
58	General Fund Equalized Revenue = (43) - (52)	492			-	-	-	-	-	-	-	-	-	-	
59	Total General Fund Aid = (46) - (53)	493			-	-	-	-	-	-	-	-	-	-	
60	General Fund Equalized Levy = (58) * (41)	494			-	-	-	-	-	-	-	-	-	-	
61	General Fund Unequalized levy = (57) - (58)	495			94,284	232,615	241,067	238,117	235,371	238,033	236,059	239,540	237,770	236,206	
62	Total General Fund Levy = (60) + (61)	496			94,284	232,615	241,067	238,117	235,371	238,033	236,059	239,540	237,770	236,206	

Notes:

1. Underlevy on general fund equalized levy results in proportionate reduction in associated aid.
2. Total Debt Service revenue on line 49 must not exceed total LTFM revenue for individual district projects (line 30) for any of the 10 years in the plan.
3. For 1A districts with old Alt Facilities bonding, the amount on line 22 will reduce initial revenue on line 10, less the H & S portion entered on line 14.

End of Worksheet

PUBLIC NOTICE

Deer River Schools – Independent School District 317
Request for Proposals and Notice of Intent to Award
A Guaranteed Energy Savings Contract

Deer River Schools – Independent School District 317 (the "District") hereby provides its notice of intent to award a Guaranteed Energy Savings Contract, pursuant to Minnesota Statutes section 123B.65, for energy conservation and facility improvements of the District's facilities. It is anticipated that the District shall award a contract at the School Board Meeting held on Monday, July 11, 2022 at 6:00 p.m., located at the High school Media Center at 101 1st Avenue Northeast, Deer River, MN 56636.

The District is accepting proposals from qualified providers (as defined in Minnesota Statutes section 123B.65, subdivision 1(c)) for such services. Such qualified providers may may submit a proposal addressed to Dr. Jeff Pesta, Superintendent, no later than 3:00 p.m. Wednesday, June 29, 2022 in a format prescribed by the District. Interested parties can obtain the Request for Proposal from the District Office at 101 1st Avenue Northeast, Deer River, MN 56636.

The District reserves the right to reject any or all proposals or inquiries, waive any informality in the process or to accept any response it may deem to be in the best interest of the District.

Deer River Schools – Independent School District 317

GUARANTEED SAVINGS PROGRAM

REQUEST FOR PROPOSALS
June 2022

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I. PROJECT DESCRIPTION

A. Deer River Schools – Independent School District 317 (the "District") requests detailed proposals for the implementation of energy conservation improvements district-wide, on the basis of a guaranteed energy savings contract pursuant to Minnesota Statutes section 123B.65. This Request for Proposal ("RFP") will provide a competitive means in which to select a single company to implement the improvements.

B. In general, the qualified provider (as defined in Minnesota Statutes section 123B.65, subdivision 1(c)) that responds to this RFP (the "Respondent") must provide a program with the following components:
   1. A list of comprehensive services for the District's buildings (identified in Appendix A) to include the design, implementation and commissioning of energy saving equipment and materials. It is the desire of the district to have a comprehensive list of facility improvement measures district-wide to consider including energy conservation measures, deferred maintenance improvements, indoor air quality upgrades, etc. It is the District's desire to have an identified comprehensive list of improvements from which the District can determine those that will be funded through a guaranteed savings agreement, as defined in Minnesota Statutes section 123B.65, and those that can be incorporated into the District's Long Term Facilities Maintenance (LTFM) plan.
   2. A written detailed breakdown for each recommended facility improvement measure along with the respective detailed energy engineering savings calculations for each recommended measure.
   3. The cost for each recommended facility improvement measure. The total project cost must include all costs associated with the measure including design/engineering, subcontractor costs, project management, and commissioning costs.
   4. A more comfortable learning environment for building occupants. This may include the repair, renovation, or replacement of existing heating, ventilation, air conditioning, temperature control systems, roofing systems, building envelope, and water-consuming equipment. The specific nature of improvements will be left up to the Respondent's judgment and must be clearly identified in the Respondent's proposal.
   5. A project that will have a one (1) contract between the District and the Respondent. The District will not have separate contracts with a subcontractor as part of the overall performance scope of work.
   6. A written guarantee of the energy and operational savings for a period of up to fifteen (15) years. If, at the end of any guarantee year during the guarantee period, the annual energy and operational savings reconciliation proves the energy conservation measures have failed to achieve the annual guaranteed savings, the selected contractor will pay the District the difference between the annual amount guaranteed and the actual savings. This guarantee will assure the District that the savings will be achieved each year. The savings guarantee must be a first party guarantee from the Respondent.

II. PROPOSAL FORMAT

Proposals shall be submitted in the format outlined in this section. Each proposal will be reviewed to determine if it is complete prior to actual evaluation. The District reserves the right to eliminate from further consideration any proposal deemed to be substantially or materially unresponsive to the requests for information contained herein.

A. RESPONDENT'S QUALIFICATIONS

Each proposal must include the following information regarding Respondent's qualifications:

1. The general background information of the Respondent, including address, contact information, firm type, and tax identification numbers.
2. A complete overview of Respondent, including personnel that would be assigned to this project, their responsibilities, individuals backgrounds, industry experience, and other similar information.
3. A description of how Respondent will work with the District to develop, implement and provide ongoing services to ensure the success and best possible outcome of the project.

B. RESPONDENT'S EXPERIENCE

Each proposal must include a list of a minimum of five (5) Minnesota K-12 school districts in the last five (5) years where Respondent, or the personnel that will be working on the District's project, played a major role that is identical to the role the will be serving as part of this project. Include the name of the project, the primary point of contact, and contact information.

C. SCOPE OF WORK

The Scope of Work shall contain information about the Respondent's recommended facility improvement measures within each of the buildings identified in Appendix A. For each proposal, the Respondent shall:

1. List the specific improvements the Respondent has identified in each District building, including a complete description of the current condition of the equipment, the work to be performed for each facility improvement measure and the expected result of the proposed facility improvement measure.
2. Provide a detailed project management schedule, which indicates how Respondent will manage and supervise the project and indicates a preliminary project implementation plan.
3. Provide information for any recommended measurement and verification, maintenance, and training services.

D. PROJECT FINANCIALS

All proposals must include firm, guaranteed costs for all proposed improvements and guaranteed savings projections. In addition, financing for the project must also be provided including the proposed finance company, the interest rate, and a cash flow for the project. The Respondent's proposal shall contain the following financial information:

1. The project cost for each individual facility improvement measure in each building as well as the total project cost.
2. Projected and guaranteed rebate amounts for any facility improvement measure.

3. Unless no financing is required by the Respondent's proposal, the amount to be financed including the method and cost of financing.
4. A detailed list of the annual guaranteed savings, including calculations and assumptions for each improvement, listed individually and by building.
5. The total annual guaranteed savings and the net financial benefit to the District from the proposed improvements. The Respondent shall illustrate this financial information in a representative cash flow analysis for the recommended total project to the District.
6. The total cost for any recommended ongoing training, maintenance, measurement, and verification services.

E. OTHER BENEFITS

The Respondent should describe any additional benefits the District would receive by working with and doing a project with the respondent.

III. THE SELECTION PROCESS

A. TIMETABLE

The District expects to undertake the selection process described below according to the following schedule:

Submission of Proposals	June 29, 2022
Award of Contract	July 11, 2022

B. SITE VISITS

Site visits can be scheduled as necessary. Interested parties should contact Dr. Jeff Pesta, Superintendent, at jpesta@isd317.org.

C. PROPOSAL EVALUATION

Proposals will be evaluated and scored on the basis of the following criteria:

A. Contractor Qualifications **20%**

Preference will be given to Respondents that have put forth the most qualified team including subcontractor(s) and/or project partners.

B. Contractor Experience **20%**

Preference will be given to Respondents that have demonstrated success providing the technical services being requested by the District and that can provide the services to the District the most efficiently and cost effectively. Preference will also be given to those with which the District has had a positive working experience.

C. Scope of Work **30%**

Proposals should include a detailed and sound technical approach to meeting the District's comfort, energy, and operating cost efficiency objectives.

D. Project Financials **25%**

Preference will be given to the proposals that responsibly maximize the net economic benefit to the District and that responsibly minimize the risk to the District.

E. Other Benefits **5%**

Preference will be given to any unique opportunities identified by the Respondent.

IV. INSTRUCTIONS FOR SUBMITTING PROPOSALS

A. REQUESTS FOR FURTHER INFORMATION

Questions concerning this RFP and the procedures for responding to the RFP should be directed to Dr. Jeff Pesta, Superintendent, at jpesta@isd317.org.

B. SUBMISSION OF PROPOSALS

Respondents shall submit sealed, written proposals by 3:00 p.m. local time, Wednesday, June 29, 2022 to Dr. Jeff Pesta, Superintendent, Deer River Schools, 101 1st Avenue Northeast, Deer River, MN 56636. An original and one copy of the proposal shall be submitted. Late bids will not be accepted.

The District reserves the rights to disqualify from consideration proposals, which do not substantially provide all of the information, requested in this RFP.

C. RIGHT TO REJECT

In submitting a proposal, it is understood by the Respondent that the right is reserved by the District to accept any proposal in any and all parts, to reject any and all proposals, and to waive any irregularities or informalities, which are in the best interest of the District.

D. COST OF PROPOSAL PREPARATION

The cost of preparing a response to this RFP, including site visits, comprehensive energy audit, engineering analyses, estimating and any other services required to submit a proposal will **not** be reimbursed by the District.

PROPOSER ACKNOWLEDGMENT OF RFP REQUIREMENTS

The undersigned declares that he/she has carefully examined the instructions and specifications contained in the RFP and will furnish the properties and services set forth in its sealed proposal for the price set forth in its sealed proposal.

Name of Company: _____

Address: _____

City/State/Zip: _____

Phone/Fax: _____

Representative/Title: _____

Signature: _____

Date: _____

APPENDIX A – LIST OF THE DISTRICT'S BUILDINGS

Facility	**Address**	**Square Footage**
King Elementary School	504 5th Street Southeast, Deer River, MN 56636	106,737

Professional Services Agreement Amendment #1

THIS AMENDENT to the Professional Services Agreement (hereafter "Amendment #1") is made and entered into as of June 6, 2022 between SitelogIQ, Inc., a Delaware corporation ("SitelogIQ"), having its principal offices at 2125 Second Street, White Bear Lake, MN 55110 and Deer River Schools – ISD 317("District"), having its principal offices at 101 1st Avenue Northeast, Deer River, MN 56636 for the purpose of providing certain Services as defined herein.

WHEREAS, the parties entered into a Professional Services Agreement on May 18, 2022; and

WHEREAS, the District and SitelogIQ agree to amend the Professional Services Agreement to incorporate the following Articles and Schedules which will constitute the changes to the original Professional Services Agreement and will be Amendment #1:

- Schedule B – Compensation for Services
- Schedule C – Facility Improvement Measures

NOW THEREFORE, the District and SitelogIQ agree to the changes reflected in Amendment #1. Unless explicitly modified by this Amendment #1, all other terms and conditions of the above referenced Professional Services Agreement are incorporated herein by reference and remain in full force and effect.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have each executed the Agreement, effective as of the date first above written.

Deer River Schools – ISD 317	SitelogIQ, Inc.
Signature	Signature
Printed Name	Printed Name
Title	Title
Date	Date

Schedule B - Compensation for Services

Schedule B is amended as follows:

Compensation for Services

General

The total project costs are $8,025,675.00 (Eight Million, Twenty-Five Thousand, Six Hundred and Seventy-Five dollars).

All other terms, conditions, and provisions provided in Schedule B of the Professional Services Agreement remain in full force and effect.

Schedule C - Facility Improvement Measures

Schedule C is removed and replaced as follows:

Deer River Schools

The facility improvement measures associated with the Project are:

Deer River Schools		
King Elementary School		
E.1b: Lighting: Lamp Retrofit with Integral Driver and Selected New Fixtures/Retrofit Kits		
EXT.1: Seal Building Envelope to Minimize Air Leakage		
EXT.2d: Roof: Metal Roof Replacement with HVAC Systems		
EXT.2e: Roof: Conventional Roof Replacement		
EXT.3: Window-Wall System Replacement		
EXT.4: Window Replacement		
G.1b: Resurface Parking Lot		
M.2: 2000 RTU Replacement (RTUs 1A, 1B)		
M.3: 2000 RTU Replacement (RTUs 2A, 2B)		
M.4b: 2006 RTU Replacement with AHUs (RTUs 4, 5, 6, 7)		
M.5: Domestic Water Heater Replacement		
Grand Total	**$**	**8,025,675.00**

Changes to the above listed facility improvement measures that increase the scope of design Services provided by SitelogIQ may require additional compensation. SitelogIQ shall inform the District when a change would require additional compensation. The parties agree that SitelogIQ's fee shall not increase for minor changes within the above listed facility improvement measures.

To the extent required, District and SitelogIQ shall execute amendments to Schedule C of this Agreement to reflect the scope of Work to be performed for the Projects consistent with the meeting minutes and design phase review documents.

ISD #317 – DEER RIVER PUBLIC SCHOOLS
BOARD OF EDUCATION

AGENDA ANALYSIS FORM

For Board Meeting of June 13, 2022

SUBJECT: Approve to Commit Funds under GASB 54

Board Action ____X____ Status or Scheduled Report____ Information only____

BACKGROUND/RATIONALE:
WHEREAS, The Governmental Accounting Standards Board (GASB) has issued its Statement No. 54, Fund Balance and Governmental Fund Type Definitions with the intent of improving financial reporting by providing fund balance categories that will be more easily understood and to improve the comparability of governmental fund financial statements;

WHEREAS, the Board of Directors has considered Policy No. 714 entitled "Fund Balance" which outlines the policy and procedures enacted to accurately categorize and report fund balances;

WHEREAS, Policy No. 714 entitled "Fund Balance" provides that "Committed" fund balance amounts are comprised of unrestricted funds used for specific purposes pursuant to constraints imposed by formal action of the school board and that remain binding unless removed by the School Board by subsequent formal action. The formal action to commit a fund balance must occur prior to fiscal year end; however, the specific amounts actually committed can be determined in the subsequent fiscal year. A committed fund balance cannot be a negative number.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of ISD #317 that the following funds balance is formally committed:

- Commit funds for the upcoming **building project at King Elementary**. This amount will be determined after the audit has been complete.

Per ISD #317's Fund Balance Policy, under Section VII. Committing Fund Balance:

> A majority vote of the School Board is required to commit a fund balance to a specific purpose and **subsequently to remove** or change any constraint so adopted by the board.

PRESENTER(S):
Jennifer Drotts, Business Manager

SUPERINTENDENT'S RECOMMENDATION:
Approve to Commit Funds with the amount to be determined after the FY22 audit is completed.

	Total Value of Facility Reinvestment	**$ 7,983,200**
Sources of Financing	**Facility Maintenance Bonds (LTFM)** (Earmark of LTFM Revenue)	$ 966,650
	Facility Maintenance Bonds (IAQ and H&S) (Additional Board Levy Authority)	$ 6,113,450
	District Decision - TBD (General Fund or ESSER)	$ 560,050
	3rd Party Financing (Energy Efficiency Project and Capital Contribution)	$ 203,150
	Abatement Bonds (Tax Abatement Levy)	$ 139,900

FISCAL HOST AGREEMENT

THIS AGREEMENT is made between Independent School District #6070, Itasca Area Schools Collaborative, hereinafter referred to as "**IASC**", and Independent School District # 317, Deer River, hereinafter referred to as "**School District**".

RECITALS

A. **IASC** is a legal entity created and established pursuant to Minn.Stat. sec. 471.51 having the status of an independent school district with the purpose and mission to provide services and programs within the geographical limits and boundaries of its member districts.

B. **School District** is a member district within **IASC**.

C. The parties are interested in entering into this Fiscal Host Agreement whereby **School District** will assume and perform Fiscal Host duties and responsibilities in conjunction with **IASC** programs in exchange for valid consideration as provided herein.

D. The parties desire to set forth and describe the terms and conditions of the Fiscal Host Agreement herein.

THE PARTIES TO THIS AGREEMENT, IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS CONTAINED HEREIN, AGREE AS FOLLOWS:

I.

DURATION

This Fiscal Host Agreement is for a term commencing on the 1st day of July, 2022, and ending on the 30th day of June, 2023.

II.

DUTIES AND RESPONSIBILITIES

School District shall have the following duties and responsibilities as Fiscal Host of **IASC**:

1) Managing and administering the financial affairs for **IASC**;

2) Maintaining documentation of expenditures and activities at the **School**

District's expense and at the **School District's** office. Documentation for IASC's expenditures and activities shall be maintained for a period of no less than six years. **School District** shall make such documentation available to **IASC members** upon request;

3) Making necessary payments, disbursements and expenditures, including the payment of employee salaries and benefits, payment for professional services and payment required under contracts with individuals or other legal entities;

4) Receiving and safeguarding revenue for **IASC**'s programs;

5) Consulting with appropriate financial consultants, tax advisors, banks, and attorneys;

6) Maintaining records consistent with generally accepted accounting principles;

9) Purchasing necessary supplies and equipment for **IASC** programs.

III.

COMPENSATION

School District shall be compensated by **IASC** in the amount of forty thousand dollars ($40,000.00) in consideration for acting as the Fiscal Host for **IASC** for the duration of this Fiscal Host Agreement. Said compensation shall be paid in quarterly intervals of ten thousand dollars ($10,000.00). This amount shall be in addition to any amount written into grants that IASC receives now or in the future for fiscal or administrative services.

The parties agree that **School District** as Fiscal Host may compensate itself in the amount above by issuing itself a check from **IASC** accounts for the performance of Fiscal Host services.

IV.

AUDITING

An annual audit shall be performed by an accounting firm approved by the **IASC** governing board to ensure compliance with applicable accounting standards and laws.

V.

MISCELLANEOUS PROVISIONS

A. Severability.

If any provision, paragraph, or subparagraph of this Agreement is adjudged by

any court, arbitrator, or tribunal to be void or unenforceable in whole or in part, such adjudication shall not affect the validity remainder of the Agreement, including any other provision, paragraph or subparagraph. Each provision, paragraph, and subparagraph of this Agreement is separable from every other provision, paragraph, and subparagraph, and constitutes a separate and distinct covenant.

B. Non-Assignability.

Neither party shall have the right to assign or transfer any of the rights or obligations under this Agreement.

C. Complete Understanding.

This instrument contains the entire agreement between the parties and any statements, promises, or inducements made by either party or agent of either party that are not contained in this written Agreement shall not be valid or binding.

SCHOOL DISTRICT NO 317:

By_____ Date:_____
Signature Title

By_____ Date:_____
Signature Title

IASC:

By_____ Date:_____
Signature Title

By_____ Date:_____
Signature Title

FISCAL HOST AGREEMENT
INVEST EARLY

THIS AGREEMENT is between Independent School District #6070, Itasca Area Schools Collaborative, hereinafter referred to as "**IASC**", and Independent School District # 317, Deer River, hereinafter referred to as "**School District**".

RECITALS

A. **IASC** is a legal entity created and established pursuant to Minn.Stat. sec. 471.51 having the status of an independent school district with the purpose and mission to provide services and programs, such as the Invest Early Program, within the geographical limits and boundaries of its member districts.

B. **School District** is a member district within **IASC**.

C. **IASC**'s Invest Early Program is currently funded through the Blandin Foundation Grant. Administration of said grant requires the services of a Fiscal Host.

D. The parties are interested in entering into this Fiscal Host Agreement whereby **School District** will assume and perform Fiscal Host duties and responsibilities in conjunction with **IASC**'s Invest Early Program in exchange for valid consideration as provided herein.

E. The parties desire to set forth and describe the terms and conditions of the Fiscal Host Agreement herein.

THE PARTIES TO THIS AGREEMENT, IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS CONTAINED HEREIN, AGREE AS FOLLOWS:

I.
DURATION

This Fiscal Host Agreement is for a term commencing on the 1st day of July, 2022, and ending on the 30th day of June, 2024.

Funding for the Invest Early Program is made possible through the Blandin

Foundation Grant. Should funding for the Invest Early Program cease, including cessation or limitation of the Blandin Foundation Grant, this Fiscal Host Agreement may be terminated or modified by mutual consent of the parties.

II.

DUTIES AND RESPONSIBILITIES

School District shall have the following duties and responsibilities as Fiscal Host of **IASC's** Invest Early Program:

1) Managing and Administering the financial affairs for **IASC's** Invest Early Program;

2) Abiding by the conditions of the Blandin Foundation Grant Agreement;

3) Maintaining the Blandin Foundation Grant in a separate bank account and accounting for such grant separately in financial records;

4) Maintaining documentation of expenditures and activities at the **School District's** expense and at the **School District's** office. Documentation for the Blandin Foundation Grant shall be maintained for a period of no less than six years after the expiration of the Blandin Foundation Grant period. **School District** shall make such documentation available to **IASC** and the Blandin Foundation upon request;

5) Making necessary payments, disbursements and expenditures, including the payment of employee salaries and benefits, payment for professional services and payment required under contracts with individuals or other legal entities;

6) Receiving and safeguarding the Blandin Foundation Grant funds for the benefit of the Invest Early Program;

7) Consulting with appropriate financial consultants, tax advisors, banks, and attorneys;

8) Maintaining records consistent with generally accepted accounting principles to account for funding received from the Blandin Foundation Grant;

9) Purchasing necessary supplies and equipment for use in the Invest Early Program.

III.

COMPENSATION

School District shall be compensated by IASC in consideration for acting as the Fiscal Host of the Invest Early Program as follows:

FY23 $80,000

FY24 $80,000

The parties agree that **School District** as Fiscal Host may compensate itself in the amount above by issuing itself a check from the Blandin Foundation Grant for the performance of Fiscal Host services.

IV.

AUDITING

IASC shall have the absolute right to audit the Blandin Foundation Grant funds to ensure compliance with the terms of said grant or to ensure proper accounting and administration of said grant. **IASC** and the Blandin Foundation shall also be provided copies of such audited financial statements by the **School District** within in two weeks of the acceptance of the audit by **IASC**.

V.

MISCELLANEOUS PROVISIONS

A. Severability.

If any provision, paragraph, or subparagraph of this Agreement is adjudged by any court, arbitrator, or tribunal to be void or unenforceable in whole or in part, such adjudication shall not affect the validity remainder of the Agreement, including any other provision, paragraph or subparagraph. Each provision, paragraph, and subparagraph of this Agreement is separable from every other provision, paragraph, and subparagraph, and constitutes a separate and distinct covenant.

B. Non-Assignability.

Neither party shall have the right to assign or transfer any of the rights or obligations under this Agreement.

C. Complete Understanding.

This instrument contains the entire agreement between the parties and any statements, promises, or inducements made by either party or agent of either party that

are not contained in this written Agreement shall not be valid or binding.

SCHOOL DISTRICT 317:

Dated:_____

By_____

Its_____

IASC:

Dated:_____

By_____

Its_____

Dated:_____

By_____

Its_____

Dated:_____

By_____

Its_____

INVEST EARLY SERVICES AGREEMENT

THIS AGREEMENT entered into between **INDEPENDENT SCHOOL DISTRICT NO. 6070, ITASCA AREA SCHOOLS COLLABORATIVE**, hereinafter referred to as **"IASC"**, and **INDEPENDENT SCHOOL DISTRICT NO. 317, DEER RIVER**, hereinafter referred to as **SCHOOL DISTRICT**.

RECITALS

The parties hereto recite and declare:

A. **IASC** is a legal entity created and established pursuant to Minn.Stat. sec. 471.51 having the status of an independent school district with a purpose and mission to provide services and programs within the geographical limits and boundaries of its members.

B. **School District** is a public educational entity operating under the laws of the State of Minnesota.

C. **IASC's** Invest Early Program is a model family support program for families that reside in select communities in Itasca County. The Invest Early program has a unique approach to delivering services to families with young children in a manner that is comprehensive yet flexible and responsive to the needs of families.

D. **School District** desires and agrees to purchase and obtain administration services and operations for Early Childhood Family Education / School Readiness from **IASC** in conjunction with its Invest Early Program. **IASC** desires and agrees to provide the administration services and operations to **School District**, as set forth herein.

E. **IASC** agrees to provide **School District** with the Invest Early Program and the services that said program provides, as set forth herein. **School District** agrees to

implement, operate and utilize the Invest Early program and its services as provided herein.

FOR THE REASONS SET FORTH ABOVE, AND IN CONSIDERATION OF THE MUTUAL PROMISES OF THE PARTIES HERETO, THE PARTIES COVENANT AND AGREE AS FOLLOWS:

I. DURATION OF AGREEMENT.

The initial term of this Agreement shall commence on the 1st day of July, 2022 and shall continue in full force and effect until the 30th day of June, 2023 unless terminated, extended, or modified by mutual agreement.

In the event that funding for the Invest Early Program is limited or ceases, specifically including the funding provided by the Blandin Foundation Grant, this agreement may be terminated by the parties.

II. ADMINISTRATION OF EARLY CHILDHOOD PROGRAMS.

IASC shall provide **School District** with administration of services. The administrators shall provide the following services including, but not limited to:

A. **IASC** shall provide Coordination of the following Community Service program components for said District 317; Early Childhood Family Education, School Readiness, Coordination of the Invest Early Project for ISD 317.

B. **IASC** shall attend and be a member of the Districts 317 Parent Advisory Council and ensure compliance with Early Childhood Family Education Law.

C. **IASC** shall support and guide District 317's program staff as they design and implement Early Childhood educational activities to be consistent with District 317's mission and the changing community needs as directed by the parent advisory council.

D. **IASC** shall direct marketing, outreach, and promotion of Early Childhood sponsored activities for the communities in the District 317 service area.

E. **IASC** shall build partnerships and promote organizational collaborations within the District 317's service area.

F. **IASC** shall actively participate, representing District 317, in regional and state Early Childhood Family Education/School Readiness meetings and networks.

G. **IASC** shall recruit and guide Early Childhood program staff in conjunction with District 317 administration.

H. **IASC** shall monitor all 04 fund budget categories related to the services they are contracted to provide and to maintain a balanced budget utilizing the UFARS system of reporting.

I. **IASC** shall coordinate, consolidate and insure that all State reports are completed and submitted in a timely fashion for the services they are contracted to provide.

IASC shall provide the administration services listed above to **School District's** Early Childhood Program at King Elementary.

III. OPERATIONS OF EARLY CHILDHOOD FAMILY EDUCATION & SCHOOL READINESS PROGRAM.

A. **IASC** shall provide developmentally appropriate programming for Early Childhood Family Education (ECFE) and School Readiness according to state mandates.

B. **IASC** shall provide staffs that are trained in CPR/First Aid and blood borne pathogens.

C. **IASC** staff shall submit all necessary paperwork on a monthly basis.

Three benchmark assessments, IGDIs, PNI, CSP and Teaching Strategies GOLD will be used to track student's progress.

D. **IASC** staff will provide parent involvement activities including but not limited to: volunteering in classroom and special events.

IV. DESCRIPTION OF INVEST EARLY SERVICES.

IASC shall provide **School District** with the following services in conjunction with the Invest Early Program:

A. Childcare. Families enrolled in the Invest Early Program will be eligible to access quality, licensed childcare Monday through Friday from 6:00 a.m. to 6:00 p.m., twelve months a year.

B. Early Childhood Education. Early Childhood Education will be available for children 0-5 years old. Curriculums will align with the standards developed by NAEYC and the Minnesota Department of Education. Children will be assessed using the Teaching Strategies GOLD and three benchmark assessments: IGDIs, PNI, CSP. Early Childhood Education teachers will provide a minimum of 2 home visits per year and 2 conferences.

C. Parent Education. Parents of children enrolled in the Invest Early Program will be required to participate in a variety of parental education offerings.

D. Physical Health Services. Physical health services will be available on site for all children enrolled in the Invest Early Program. Children enrolled in the Invest Early program are able to receive immunizations, hearing and vision screenings and basic child care as needed.

E. Family Development. Family Development specialists will assist parents in goal setting, developing a plan and time line to achieve their goals. Family development will be linked to services that will assist the parents as they work toward their goals.

F. Family Mental Health Services. Mental health support will be available for families as needed for parents and children enrolled in the Invest Early Program.

G. Transportation. Transportation services will be available to all children participating in the Invest Early Program.

V. PERSONNEL PERFORMING ADMINISTRATIVE SERVICES and OPERATIONS.

A. **IASC** agrees and represents that it shall have subjected any personnel assigned to perform services under this contract to both a criminal history and background check, and shall not assign anyone to perform services under this contract who has any record or history which would have a negative bearing on that individual's ability to properly and safely perform services under this contract or who might pose even the slightest risk to Early Childhood employees or students with whom he/she may come into contact.

B. **IASC** assumes full responsibility for its employee/personnel providing services hereunder, and will make all deductions required of employers by state, federal and local laws, including deductions for social security and withholding taxes, and contributions for unemployment compensation; and shall maintain workers' compensation and liability insurance coverage for each.

C. **IASC** shall not be permitted to subcontract any of the services to be

provided hereunder to any other entity without the express written consent of **School District**.

VI. REQUIRED HOURS OF ADMINISTRATIVE SERVICES.

IASC shall provide administrative services to **School District**. The Director of **IASC's** Invest Early program shall determine how to allocate the administrative services between the various sites and what administrative services shall be provided.

VII. CONSIDERATION FOR PROVIDING ADMINISTRATIVE AND OPERATION SERVICES.

School District shall compensate **IASC** in consideration of providing said administrative services and operations in an amount equal to actual amounts on the **FY23 Early Childhood Family Education Aid, including Home Visiting Levy, and the School Readiness Aid Entitlement Calculation on the Minnesota Funds Reports (MFR), and Voluntary Pre-Kindergarten District Allocation listed under General Education Basic Revenue. IASC** shall bill quarterly those expenses. The final billing for the fiscal year will include a reconciliation of any variance between actual expenditures and budgeted expenditures.

VIII. RELATIONSHIP OF THE PARTIES.

A. The parties intend that **School District** purchase of administration services and operations is an independent contractor relationship created by this contract. The overall conduct and control of the services performed under this agreement will lie with **IASC.** However, **IASC** agrees and represents that its employees/personnel shall perform said services in accordance with approved methods and procedures for such services and in conformity to federal and state law, rule and policy.

B. **IASC** and its employees/personnel performing services under this contract are not to be considered as agents or employees of **School District for** any purpose, and **IASC** personnel/employees will not be entitled to any rights or benefits from **School District.**

IX. COMPLIANCE WITH POLICIES AND PROCEDURES.

A. **IASC** agrees that its personnel/employees assigned to perform services under this contract shall fully comply with all policies and procedures of **School District** and the Invest Early Program. Any deficiency, failure, or refusal on the part of any employee/personnel of **IASC** with regard to compliance with the policies and procedures of **School District** and the Invest Early Program shall be brought to the attention of **IASC** both orally and in written form. While **IASC** maintains overall responsibility for its employee, **IASC** agrees that the administrators shall be subject to site direction and instruction from the **IASC** Board.

B. **IASC** agrees that its personnel/employees assigned to perform services under this contract shall conform to, and comply with, all federal and state laws dealing with the release and dissemination of data. Further, the conduct and actions of any such personnel, whether by omission or commission, shall also not violate any of the policies and rules of **IASC**, a violation of any such policy or rule by assigned personnel/employees shall be considered a violation of a policy or rule of **School District.**

C. **IASC** agrees and represents that its employees will not perform any of the services contemplated and intended by this agreement after having used or consumed any alcoholic beverages, illegal drugs, or after misusing prescription drugs.

D. The parties agree that any violation or non-compliance by personnel assigned by **IASC** to perform services under this agreement shall be dealt with by **IASC**. However, **School District** shall have the right to request removal of any such personnel/employee from performing services under this contract, and have the right to have another **IASC** employee assigned to perform the services.

E. All written information, data, student records, personnel records and other data compiled or kept in conjunction with the services performed under this contract, or related thereto, will be subject to state and federal data practice laws and rules to the extent that each party to this contract complies with and safeguards its own data. Each party shall be responsible for its own wrongful acts with regard to the inappropriate or unlawful release of protected data, but shall be allowed and authorized to have access to each other's data to the extent necessary to perform services under this agreement.

X. LIABILITIES AND INDEMNIFICATION.

A. **IASC** shall be solely liable for the actions, conduct, and/or wrongdoing, whether by omission or commission, of any of its personnel/employees assigned to perform services under this agreement and arising directly or indirectly from the performance of those services.

B. **School District** shall be solely liable for the actions, conduct, and/or wrongdoing, whether by omission or commission, of any of its personnel/employees.

XI. DISPUTE RESOLUTION.

The parties agree that any and all disputes arising out of this Agreement shall be subject to binding arbitration through the Minnesota Bureau of Mediation Services. The parties agree that an arbitrator shall be selected from a list provided by the Minnesota

Bureau of Mediation Service, and shall be conducted in accordance with its procedures. Under no circumstances shall the arbitrator render a decision which is outside the parameters and the specific terms and provisions of this Agreement, and the scope of the arbitration shall be limited to the specific dispute presented.

XII. TERMS TO BE EXCLUSIVE.

A. The entire agreement between the parties with respect to the services provided hereunder is contain in this Agreement.

B. The provisions of this Agreement are for the benefit of the parties hereto and not for the benefit of any other person or legal entity.

XIII. WAIVER OR MODIFICATION OF TERMS.

No waiver, alteration or modification of any of the terms and provisions of this Agreement shall be binding unless in written form and signed and executed by the authorized representatives of the parties hereto.

XIV. REPRESENTATION OF AUTHORITY TO SIGN.

Each party represents and warrants that the person(s) signing and executing this agreement on its behalf has been properly authorized to do so by the governing board of each entity, and that such action taken is consistent with its own by-laws, rules, procedures, and in accordance with the laws of the state of Minnesota.

IASC/I.S.D. # 6070:

By_____

Its _____

Date_____

SCHOOL DISTRICT/I.S.D. # 317:

By_____
Chair

By_____
Clerk

Date_____

SPECIAL EDUCATION PROGRAM SERVICES AGREEMENT

(IASC Selling SPED Programming to Districts)

THIS AGREEMENT entered into between **INDEPENDENT SCHOOL DISTRICT NO. 6070, ITASCA AREA SCHOOLS COLLABORATIVE**, hereinafter referred to as "**ISD 6070**", and **INDEPENDENT SCHOOL DISTRICTS NO. 118 - NORTHLAND, NO. 002 - HILLCITY, NO. 316 – GREENWAY, NO. 317 – DEER RIVER, NO. 319 – NASHWAUK-KEEWATIN, AND NO. 698 – FLOODWOOD**, hereinafter referred to as "**DISTRICT**".

RECITALS

The parties hereto recite and declare:

A. **ISD 6070** is a public educational entity operating under the laws of the State of Minnesota.
B. **DISTRICT** is a public educational entity operating under the laws of the State of Minnesota.
C. **DISTRICT** desires and agrees to purchase and obtain special education services from **ISD 6070**. **ISD 6070** desires and agrees to provide the special education services to **DISTRICT,** as set forth herein.

FOR THE REASONS SET FORTH ABOVE, AND IN CONSIDERATION OF THE MUTUAL PROMISES OF THE PARTIES HERETO, THE PARTIES COVENANT AND AGREE AS FOLLOWS:

DURATION OF AGREEMENT. The initial term of this Agreement shall commence on the 1st day of July, 2022 and shall continue in full force and effect until the 30th day of June, 2023 unless terminated, extended, or modified by mutual agreement.

TERMINATION. Any party to this agreement may withdraw from it by giving an advance one-year written notice of the party's intent to withdraw. One year notice is defined as an entire fiscal year, thus July 1 through June 30.

SPECIAL EDUCATION SERVICES PROVIDED. ISD 6070 shall provide **DISTRICT** with the special education services consistent with Appendix A.

PERSONNEL PERFORMING SPECIAL EDUCATION SERVICES.

A. **ISD 6070** agrees and represents that it shall have subjected any personnel assigned to perform services under this contract to both a criminal history and background check, and shall not assign anyone to perform services under this contract who has any record or history which would have a negative bearing on that individual's ability to properly and safely perform services under this contract or who might pose even the slightest risk to employees or students with whom he/she may come into contact.
B. **ISD 6070** agrees and represents that all employees performing services as part of this agreement possess the credentials required by the State of Minnesota to provide said services.
C. **ISD 6070** assumes full responsibility for its employee/personnel providing services hereunder, and will make all deductions required of employers by state, federal and local laws, including deductions for social security and withholding taxes; and shall maintain workers' compensation and liability insurance coverage for each.

REQUIRED HOURS OF SERVICES. **ISD 6070** shall provide the services identified in Appendix A to **DISTRICT** as needed based on the needs of **DISTRICT** as agreed upon by **ISD 6070** Special Education Administration and **DISTRICT** Administration.

CONSIDERATION FOR PROVIDING SPECIAL EDUCATION SERVICES. In consideration for providing the services identified in Appendix A, **DISTRICT** shall compensate **ISD 6070** for actual costs in an amount proportionate to **DISTRICT**'s previous year end total Average Daily Membership (ADM). An approximation is identified in Appendix A, but **DISTRICT** will be billed based on actual costs incurred by **ISD 6070** for the provision of special education services, including but not limited to, salaries, benefits, equipment, and travel reimbursements.

RELATIONSHIP OF THE PARTIES.

D. The overall conduct and control of the services performed under this agreement will lie with **ISD 6070**. However, **ISD 6070** agrees and represents that its employees/personnel shall perform said services in accordance with approved methods and procedures for such services and in conformity to federal and state law, rule and policy.
E. Employees of **ISD 6070** are not to be considered as employees of **DISTRICT** for any purpose, and **ISD 6070** personnel/employees will not be entitled to any rights or benefits from **DISTRICT**.

COMPLIANCE WITH POLICIES AND PROCEDURES.

F. **ISD 6070** agrees that its personnel/employees assigned to perform services under this contract shall fully comply with all policies and procedures of **DISTRICT**. Any deficiency, failure, or refusal on the part of any employee/personnel of **ISD 6070** with regard to compliance with the policies and procedures of **DISTRICT** shall be brought to the attention of **ISD 6070** both orally and in written form.
G. **ISD 6070** agrees that its personnel/employees assigned to perform services under this contract shall conform to, and comply with, all federal and state laws dealing with the release and dissemination of data.
H. **ISD 6070** agrees and represents that its employees will not perform any of the services contemplated and intended by this agreement after having used or consumed any alcoholic beverages, illegal drugs, or after misusing prescription drugs.
I. The parties agree that any violation or non-compliance by personnel assigned by **ISD 6070** to perform services under this agreement shall be dealt with by **ISD 6070**. However, **DISTRICT** shall have the right to request removal of any such personnel/employee from performing services under this contract, and reassignment of services shall be determined by the Superintendents of **DISTRICT** and **ISD 6070** leadership.
J. All written information, data, student records, personnel records and other data compiled or kept in conjunction with the services performed under this contract, or related thereto, will be subject to state and federal data practice laws and rules to the extent that each party to this contract complies with and safeguards its own data. Each party shall be responsible for its own wrongful acts with regard to the inappropriate or unlawful release of protected data, but shall be allowed and authorized to have access to each other's data to the extent necessary to perform services under this agreement.

LIABILITIES AND INDEMNIFICATION.

A. **ISD 6070** shall be solely liable for the actions, conduct, and/or wrongdoing, whether by omission or commission, of any of its personnel/employees assigned to perform services under this agreement and arising directly or indirectly from the performance of those services.

B. **DISTRICT** shall be solely liable for the actions, conduct, and/or wrongdoing, whether by omission or commission, of any of its personnel/employees.

DISPUTE RESOLUTION. The parties agree that any and all disputes arising out of this Agreement shall be subject to binding arbitration through the Minnesota Bureau of Mediation Services. The parties agree that an arbitrator shall be selected from a list provided by the Minnesota Bureau of Mediation Service, and shall be conducted in accordance with its procedures. Under no circumstances shall the arbitrator render a decision that is outside the parameters and the specific terms and provisions of this Agreement, and the scope of the arbitration shall be limited to the specific dispute presented.

TERMS TO BE EXCLUSIVE. The entire agreement between the parties with respect to the services provided hereunder is contained in this Agreement. The provisions of this Agreement are for the benefit of the parties hereto and not for the benefit of any other person or legal entity.

WAIVER OR MODIFICATION OF TERMS. No waiver, alteration or modification of any of the terms and provisions of this Agreement shall be binding unless in written form and signed and executed by the authorized representatives of the parties hereto.

REPRESENTATION OF AUTHORITY TO SIGN. Each party represents and warrants that the person(s) signing and executing this agreement on its behalf has been properly authorized to do so by the governing board of each entity, and that such action taken is consistent with its own by-laws, rules, procedures, and in accordance with the laws of the state of Minnesota.

SPECIAL EDUCATION PROGRAM SERVICES AGREEMENT
SIGNATURE PAGE

DISTRICT: _____

By_____ By_____

Its_____ Its_____

Date_____ Date_____

ISD #6070, Itasca Area Schools Collaborative:

By_____ By_____

Its Pat Rendle Its_____

Date 26 May 22 Date_____

PROFESSIONAL SERVICE AGREEMENT
BETWEEN
NORTH HOMES, INC. AND INDEPENDENT SCHOOL DISTRICT 317

This Agreement is entered into by and between Independent School District #317, 101 1st Avenue, Deer River, MN 56636, (hereafter District) and North Homes, Inc., 303 SE First Street, Grand Rapids, MN 55744 (hereafter "Contractor").

RECITALS

The parties hereto recite and declare:

A. The **District** is a legal entity created and established pursuant to Minn. Stat. 471.51 having the status of an independent school district with a purpose and mission to provide services and programs within the geographical limits and boundaries of its members.

B. **Contractor** is a provider of mental health and related services under the Minnesota Department of Human Services CTSS (Children's Therapeutic Support Service) certification.

C. The **District** desires to purchase the services of Contractor for Mental Health services and supports to students and indirect/consultative support into planning pre-interventions;

D. **Contractor** is duly qualified to provide the desired services.

E. The parties desire to set forth the terms and conditions of their relationship in written form.

NOW THEREFORE, in consideration of the mutual undertakings and agreements hereinafter set forth, the District, and the Contractor agree as follows:

1. TERM AND COST OF THE AGREEMENT

This contract shall be in effect from the date of execution by all parties, or from commencement of services hereunder, whichever is first, and shall continue in effect until June 30, 2023. This Agreement shall be renewed automatically for succeeding terms of one (1) year each unless either party gives written notice to the other at least thirty (30) days prior to the expiration of any term.

All of the agreed upon services are available to the District at the same rate with or without the service being included in an individual educational plan (IEP).

NHCFS will bill services provided to District #317 students to appropriate 3rd party funding sources. No service will be billed to the District without their prior written approval. These could include but are not limited to:

Medical Assistance – Primary Funder CTSS
School Linked Grant – Crisis, Ancillary and Uninsured
3rd Party Plans – Mental Health Therapy
Payment Waiver (Guardian Sliding Fee Scale)
In-Kind - Necessary Unfunded Activity
School District #317 (with appropriate referral and prior approval)

2. CORE SERVICES OF THE AGREEMENT

CTSS – Standard

School-based CTSS services strengthen students and their families through prevention, intervention and skill building within the school setting. NHCFS professionals and/or practitioners work with the school professional, student and family to formulate goals and objectives identified by the team.

CTSS Services Include:

- Individual, family and group skills training to improve functioning at school, home and in the community.
- Psychotherapy directed towards changing or reducing symptoms of a mental health condition.
- Diagnostic assessments and treatment planning by a licensed Mental Health Professional.
- Student specific consultations with parents and school staff.

CTSS – Intensive

This level incorporates all of the elements in the Standard CTSS but increases the amount of service to the student. Typically this service works in conjunction with the EBD rooms providing a seamless and intensive mental health component to student's experiencing significant emotional and behavioral challenges.

Crisis Intervention

NHCFS school-based practitioners and professionals remain at the ready to respond to any student experiencing a crisis. This would include early intervention and a course of action to ensure ongoing support.

Day Treatment

Day Treatment Services for District 317 will be addressed under a separate contract.

Diagnostic Assessments

As a Rule 29 provider NHCFS has numerous qualified Mental Health Professionals who will make it a priority to provide high quality and timely Diagnostic Assessments. Please note that NHCFS professionals take this very seriously and do not diagnose unless clearly indicated.

Therapy

NHCFS School Practitioners work under the direction of the Mental Health Professional. They are well-trained and supervised to conduct group, individual and/or family skills work. Mental Health Professionals are also available to do therapy at our clinic or in the school if requested.

Ancillary Services and Other Functions

(a) Parent and Child Study Sessions

NHCFS feels it is very important to create a team with the school and family. Therefore, our Practitioners and Mental Health Professionals (when requested) will participation in child and family study, IEP meetings, etc.

(b) Suicide Prevention and Intervention Services

All NHCFS Practitioners are trained in the ASIST (Applied Suicide Intervention Training) curriculum. NHCFS has therapists at our clinics with extensive training in suicide prevention and intervention. At the time of this contract NHCFS has 13 therapists that have completed Trauma Based Cognitive Behavioral Treatment training, 5 of which are nationally certified.

(c) On-going Behavioral Health Consultation

As stated above, when working in the schools we are one team. NHCFS work with very behaviorally challenging children throughout our continuum. Our effectiveness is dependent on our ability in this regard.

(d) Training (Behavioral Management, Mental Health, Suicide Prevention)

NHCFS trains our staff in suicide prevention model Applied Suicide Intervention Skills Training (ASIST), Life Space Crisis Intervention (LSCI), Handle with Care (HWC). Upon request of the District, NHCFS would offer cross training of these skills to the district staff.

(e) Tragic Event Response Services

Whenever a tragedy occurs within a school (i.e. suicide, car accident, etc.) NHCFS

commits to put our collective resources on-site to assist, council and support. NHCFS professionals are trained and skilled in Informed Trauma Therapy and we commit to assisting your staff and students in coping with tragic events.

(f) Wrap Around Services and Coordination with Community Resources
NHCFS has a comprehensive service continuum and strong connections with community resources, as such, we have at our disposal resources and consultants to address the often complex needs of students. Our multi-disciplinary team in our Rule 29 Clinic can staff difficult cases and come up with intervention strategies.

Summer Programming

NHCFS will provide quality outdoor programming for the CTSS students in the summer months. Programming will focus on outdoor skill building and healthy recreation. NHCFS will seek to partner with the new Boys and Girls Club for summer programming at the Middle School level.

3. SERVICES TO BE PROVIDED

Contractor shall utilize best efforts to:

a. Provide licensed mental health professionals and qualified mental health practitioners that meet the guidelines of Minnesota Department of Human Services certification for Children's Therapeutic Support Services (CTSS). Upon request by the District, the Contractor will provide license, background and supporting professional and practitioner documentation for Contractor staff working in their District.
b. Provide appropriate mental health services on a regular basis according to DA (Diagnostic Assessment) specifications.
c. Provide appropriate documentation required by the school.
d. Bill all appropriate third-party payer sources.
e. Participate in student's educational meetings and appropriate conferences in person, via computer, or by phone. If the Provider cannot attend a meeting by one of these means, a written update will be provided for the team's review.

4. PAYMENT FOR SERVICES

Payment for services shall be made directly to the Contractor by Third Party Payor source. It will be the Contractors responsibility to bill and collect for services provided.

The District will provide referral data to the Contractor and will aid in obtaining Consent Authorizations as deemed necessary and appropriate.

If payment under this Agreement is dependent upon the availability of federal, state, District or other funds and such funds are reduced or terminated, this Agreement may be renegotiated or terminated at the sole discretion of the District.

Contractor certifies that payment for purchased services will be in accordance with rates of payment which do not exceed amounts reasonable and necessary to assure quality of services.

5. INDEPENDENT CONTRACTOR

A. Contractor is to be and shall remain an independent contractor with respect to any and all work performed under this Contract. Nothing contained in this Agreement is intended or should be construed as creating the relationship of co-partners or joint ventures with the Contractor. No tenure or any rights including worker's compensation, unemployment insurance, medical care, sick leave, vacation leave, severance pay, PERA, or other benefits available Contractor's employees, including indemnification for third party personal injury/property damage claims, shall accrue to the Contractor or employees of the Contractor performing services under this Agreement.

B. Contractor acknowledges and agrees that no withholding or deduction for State or Federal income taxes, FICA, FUTA, or other, will be made from the payments due Contractor and it is Contractor's sole obligation to comply with all federal and state tax laws.

C. Contractor shall at all times be free to exercise initiative, judgment and discretion as to how to best perform or provide services identified in this Agreement.

D. Contractor is responsible for hiring sufficient workers to perform the services required by this Agreement and withholding taxes and paying all other employment tax obligation on their behalf.

E. The Contractor is solely responsible for supervision, control and direction of the Contract personnel utilized to provide the services under this agreement.

6. INDEMNIFICATION AND INSURANCE

Each party shall be liable for its own acts to the extent provided by law and hereby agrees to indemnify, hold harmless and defend the other, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the other, its officers and employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any negligent act or omission of the party, its agents, servants or employees, in the execution or performance or failure to adequately perform its obligations pursuant to this Agreement.

It is understood and agreed that the District's and the Contractor's liability shall be limited by the provisions of Minnesota Statute § 466 and/or other applicable law.

Contractor further agrees that in order to protect itself as well as the District under the indemnity provision set forth above, it will at all times during the term of this Agreement keep in force liability limits in compliance with Minnesota Statutes, Section 466 or:

A. Commercial General Liability Insurance Policy with minimum limits of $1,500,000 combined single limit (CSL), with coverage pertaining premise operations. In the event Combined Single Limits Coverage is not secured by the Contractor, the minimum limits apply:
   $3,000,000 Aggregate
   $2,000,000 Each Occurrence

B. Automobile Liability Insurance including owned, non-owned, and hired vehicles in an amount not less than $2,000,000 combined single limit (CSL) for total bodily injuries and/or damages arising from any one accident.

C. Professional Liability Insurance (when required) the following minimum limits apply:
   $3,000,000 Aggregate
   $2,000,000 Each Occurrence

D. Excess Umbrella Liability Policy will be additionally required if any of the above policies have lower limits than stated.

E. Worker's Compensation Insurance.

F. Prior to the effective date of this Agreement, and as a condition precedent, the Contractor will furnish the District with an original Certificate of Insurance listing the District as an "Additional Insured" in all coverage areas except Worker's Compensation and Professional Liability.

7. DATA PRIVACY/DATA OWNERSHIP

A. Data Practices.

All data collected, created, received, maintained, or disseminated in any form, for any purposes by the activities of Contractor because of this contract is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as amended, the Minnesota Rules promulgated pursuant to Chapter 13 and the Federal Health Insurance Portability and Accountability Act (45 C.F.R. §§160,162,164) The Contractor will be responsible for release of all data under this Agreement and will abide by all governing State and Federal laws.

B. Health Insurance Portability and Accountability Act (HIPAA - 45 C.F.R. §§160,162,164)
If under this Agreement the exchange of Protected Health Information in any form is anticipated the Contractor shall comply with all regulatory obligations including signing any required agreements (e.g., Business Associate Agreement). Such Agreements shall be attached to and incorporated into this Agreement.

C. Release.
No educational data may be released by the Contractor to a third party without the express consent of the District's representative as indicated below – this includes any media relations.

D. Ownership.
Ownership of all data prepared by the Contractor for the District under this contract, whether having commercial value or not shall be owned by the Contractor. Any reports, studies, photographs, negatives or other documents or any other form of data prepared by the Contractor in the performance of its obligations under this contract shall be maintained by the Contractor as part of the mental health records. Contractor shall not use, allow, or cause to have such materials used for any purpose other than performance of the Contractor's obligations under this contract without the prior written consent of the District.

8. RECORDS: AVAILABILITY AND RETENTION

Pursuant to Minnesota Statute §16C.05, subd. 5, the Contractor agrees that the District, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents,

papers, records, et., which are pertinent to the accounting practices and procedures of the Contractor and involve transactions relating to this Agreement. Contractor agrees to maintain these records for a period of six years from the date of termination of this Agreement. Any educational data may be retained for a longer period, as the District may determine in accordance with applicable law and policy.

9. MERGER AND MODIFICATION

A. It is understood and agreed that the entire Agreement between the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter. All items referred to in this Agreement are presumed to be incorporated or attached and are deemed to be part of this Agreement. Where the incorporated terms differ with the terms of this Agreement, the terms of this Agreement shall control.

B. Any material alteration, modification, or variation shall be reduced to writing as an amendment and signed by the parties.

10. DEFAULT AND CANCELLATION

A. If the Contractor fails to perform any of the provisions of this Agreement or so fails to administer the work as to endanger the performance of the Agreement, this shall constitute default. Unless the Contractor's default is excused by the District, the District may, upon written notice to the Contractor's representative listed herein, cancel this Agreement in its entirety as indicated in (10 B.) below.

B. This Agreement may be cancelled with or without cause by either party upon thirty (30) days written notice.

C. Representatives for each of the parties to this Agreement are as listed below:

District	**Contractor**
Jeff Pesta, Superintendent	James C. Christmas, President & CEO
ISD #317	North Homes, Inc.
101 1st Avenue	303 SE First Street
Deer River, MN 56636	Grand Rapids, MN 55744
218.246.8241	218.327.3000

D. The District and the Contractor agree to attempt to resolve quickly all matters related to uncontrollable circumstances and use all reasonable efforts to mitigate its effects.

11. SUBCONTRACTING AND ASSIGNMENT

A. Contractor shall not enter into any subcontract for the performance of any services contemplated under this Agreement without the prior written approval of the District and subject to such conditions and provisions as the District may deem necessary. The Contractor shall be responsible for the performance of all Subcontracts. Any agreement between the Contractor and any subcontractor shall obligate the subcontractor with the general terms of this Contract.

B. No party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other parties and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors.

12. NONDISCRIMINATION

During the performance of this Agreement, the Contractor agrees to the following:
No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, sexual orientation, public assistance status, criminal record, creed or national origin be excluded from full employment rights in, participation in, be denied the benefits of or be otherwise subjected to discrimination under any and all applicable Federal and State laws against discrimination.

13. HEALTH AND SAFETY

The Contractor shall be solely responsible for the health and safety of its employees and subcontractor's employees in connection with the services performed in accordance with this Agreement. The Contractor shall ensure that all employees, including those of all

subcontractors, have received training required to properly and safely perform services outlined in this Agreement. Upon the request of the District, the Contractor shall provide copies of any licenses and/or training records for Contractor and/or Contractor's employees or subcontractor's employees who perform services pursuant to this Agreement.

14. NONWAIVER, SEVERABILITY & APPLICABLE LAWS

A. Nonwaiver.
Nothing in this Agreement shall constitute a waiver by the District of any statute of limitations or exceptions on liability. If the District does not enforce any provision of this Agreement, that failure does not waive the provision or its right to enforce it.

B. Severability.
If any part of this Agreement is rendered void, invalid or unenforceable, by a court of competent jurisdiction, such rendering shall not affect the remainder of this Agreement unless it shall substantially impair the value of the entire Agreement with respect to either party. The parties agree to substitute for the invalid provision a valid provision that most closely approximates the intent of the invalid provision.

C. Applicable Laws.
The Laws of the State of Minnesota shall apply to this Agreement. The Contractor shall abide by all Federal, State, or local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Contract or to the facilities, programs and staff for which Contractor is responsible.

15. SECTION HEADINGS

The section headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

16. THIRD PARTIES

This Agreement does not create any rights, claims or benefits inuring to any person that is not a party hereto nor create or establish any third-party beneficiary.

17. CONFLICT OF INTEREST

Contractor agrees that it will not contract for or accept employment for the performance of any work or services with any individual, business, partnership, corporation, government, governmental unit or any other organization that would create a conflict of interest in the performance of its obligations under this Contract.

District and Contractor, having signed this Agreement and pursuant to the proper District and Contractor officials having signed this Agreement, the parties hereto agree to be bound by the provisions herein and attached.

NORTH HOMES, INC.

_____

Contractor Date

ISD #317

_____

Superintendent Date

_____

Chairperson, School Board Date

North Homes, Inc.
North Homes Children & Family Services
Business Associate Agreement

"Customer" or "Covered Entity"

Name: Independent School Dist 317
Address: 101 First Avenue NE
Deer River, MN 56636
Fax: (218) 246-8717
Attention: Jeff Pesta, Superintendent

"Business Associate"

Name: North Homes, Inc. (NHCFS)
Address: 1880 River Road
Grand Rapids, MN 55744
Fax: (218) 327-1871
Attn: Laurie A Meyer

RECITALS

WHEREAS, Business Associate now and in the future may have relationships with Customer in which Business Associate is entrusted with confidential student/patient Information for use in providing services or products to Customer.

WHEREAS, Business Associate and Customer (each a "Party" and collectively the "Parties") desire to meet their obligations under the Standards for Privacy of Individually Identifiable Health Information (the "Privacy Regulation") published by the U.S. Department of Health and Human Services ("HHS") at 45 C.F.R. parts 160 and 164 under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Family Education Rights and Privacy Act ("FERPA") at 20 U.S.C. 1232g, and as may be applicable to the services rendered by Business Associate to the Customer, under the Gramm-Leach-Bliley Act ("GLB") and implementing regulations.

WHEREAS, both parties desire to work collaboratively in an effort to provide professional services for at-risk youth, adults and/or families.

WHEREAS, both Parties desire to set forth the terms and conditions pursuant to which Protected Health Information that is provided by, or created or received by, the Business Associate on behalf of the Customer ("Protected Health Information"), will be handled between themselves and third parties.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

TERMS AND CONDITIONS

1. PERMITTED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

1.1 Services. (a) Business Associate provides services (which may include CTSS and Mental Health Treatment, Crisis Assistance, Multi Disciplinary Team Meetings, Consultation, Referrals, General Behavioral Health Problem Solving, Training) ("Services") that involve the use and/or disclosure of protected Health Information. These Services are provided to Customer under various mutual agreements ("Service Agreements") that specify the Services to be provided by Business Associate. Except as otherwise specified herein, the Business Associate may make any and all uses of Protected Health Information created or received from or on behalf of Customer necessary to perform its obligations under the Service Agreements; provided, however, that all other uses not authorized by this Agreement, the applicable Service Agreement, or other written instructions from the Customer, are prohibited. Moreover, Business Associate may disclose Protected Health Information for the purposes authorized by this Agreement only (i) to its employees, subcontractors and agents in accordance with Section 2.1(e) below, (ii) as directed by the Customer, or (iii) as otherwise permitted by the terms of this Agreement including, but not limited to, Section 1.2 and Section 1 .3 below.

(b) Business Associate may aggregate the protected Health Information in its possession with the Protected Health Information of other customers and covered entities that the Business Associate has in its possession through its capacity as a business associate to such other entities, provided that the purpose of such aggregation is to provide Customer with data analyses relating to the Health Care Operations of the Customer.

1.2. Public Health Activities. Business Associate may use, analyze, and disclose the Protected Health Information in its possession for the public health activities and purposes set forth at 45 C.F.R. 164.512(b)

1.3. Business Activities of the Business Associate. Unless otherwise limited herein, the Business Associate may: (a) consistent with 45 C.F.R. 164.504(e)(4), use and disclose the Protected Health Information in its possession for its proper management and administration and to fulfill any present or future legal responsibilities of the Business Associate; and

(b) de-identify any and all Protected Health Information provided that Business Associate implements de-identification criteria in accord with 45 C.F.R. 164.514(b). Customer acknowledges and agrees that de-identified Information is not Protected Health Information and that Business Associate may use such de-identified Information for any lawful purpose.

2. RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO PROTECTED HEALTH INFORMATION

2.1. Responsibilities of the Business Associate. With regard to its use and/or disclosure of Protected Health Information, the Business Associate agrees to: (a) use and/or disclose the Protected Health Information only as permitted or required by this Agreement or as otherwise required by law;

(b) report to the designated Privacy Officer of the Customer, in writing, any use and/or disclosure of the Protected Health Information that is not permitted or required by this Agreement of which Business Associate becomes aware within two days of Business Associate's discovery of such unauthorized use and/or disclosure;

(c) establish procedures for mitigating, to the greatest extent possible, any deleterious effects from any improper use and/or disclosure of Protected Health Information that the Business Associate reports to the Customer;

(d) use commercially reasonable efforts to maintain the security of the Protected Health Information and to prevent the unauthorized use and/or disclosure of such Protected Health Information, which shall in no event be less than the efforts Business Associate applies in protecting its own confidential business Information;

(e) require all of its subcontractors and agents that receive, use or have access to Protected Health Information under this Agreement, to agree to adhere to the same restrictions and conditions on the use and/or disclosure of Protected Health Information that apply to the Business Associate pursuant to this Agreement and to provide adequate safeguards against improper use or disclosure;

(f) make available all records, books, agreements, policies and procedures relating to the use and/or disclosure of Protected Health Information to the Secretary of HHS for purposes of determining the Customer's compliance with the Privacy Regulation;

(g) upon written request, make available within thirty days Information necessary for Customer to make an accounting of disclosures of an individual's Protected Health Information; and

(h) subject to Section 4.5 below, return to the Customer or destroy, within ninety days of the termination of this Agreement, the Protected Health Information in its possession and retain no copies (which for purposes of this Agreement shall mean segregable databases, files, or recording media identifiable to Customer that are used by Business Associate in providing Services on behalf of Customer).

2.2. Responsibilities of the Customer. With regard to the use and/or disclosure of Protected Health Information by the Business Associate, the Customer agrees: (a) to obtain any consent or authorization that may be required by 45 C.F.R. 164.506, 164.508, or applicable state law prior to furnishing Business Associate the protected health Information pertaining to an individual; and

(b) that it will not furnish Business Associate protected health Information that is subject to any arrangements permitted or required of the Covered Entity under 45 C.F.R. part 160 and 164 that may impact in any manner the use and/or disclosure of Protected Health Information by the Business Associate under this Agreement and the Services Agreement(s), including, but not limited to, restrictions on use and/or disclosure of Protected Health Information as provided for in 45 C.F.R. 164.522 and agreed to by the Covered Entity.

2.3 Responsibilities of the Parties with Respect to Designated Record Sets. This Section 2.3 applies only if, in the course of performing the Services, Business Associate and Customer agree that Business Associate maintains Designated Records Sets containing Protected Health Information.

(a) Business Associate agrees to: (1) at the request of, and in the time and manner designated by the Customer, provide access to the Protected Health Information to the Customer, or the individual to whom such Protected Health Information relates, or his or her authorized representative, in order to satisfy a request by such individual under HIPAA; and (2) at the request of, and in the time and manner designated by the Customer, make any amendment(s) to the Protected Health Information that the Customer directs.

(b) Customer agrees to: (1) notify Business Associate, in writing, of any Protected Health Information that Customer seeks to make available to an individual pursuant to HIPAA and agree with Business Associate as to the time, manner, and form in which Business Associate shall provide such access; and (2) notify Business Associate, in writing, of any amendment(s) to the Protected Health Information in the possession of Business Associate that Customer believes are necessary because of its belief that the Protected Health Information that is the subject of the

amendment(s) has been or could be relied upon by Business Associate or others to the detriment of the individual who is the subject of the Protected Health Information.

3. REPRESENTATIONS AND WARRANTIES OF THE PARTIES

3.1. General Representations. Each Party represents and warrants to the other Party: (a) that all of its employees, agents, representatives and members of its workforce, whose services may be used to fulfill obligations under this Agreement are or shall be appropriately informed of the applicable terms of this Agreement and are under legal obligation to each Party, respectively, by contract or otherwise, sufficient to enable each Party to fully comply with all applicable provisions of this Agreement; (b) that it will reasonably cooperate with the other Party in the performance of the mutual obligations under this Agreement; and (c) that it is prepared to comply with those provisions of this Agreement required by 45 C.F.R. part 164 on or before April 14,2003.

4. TERM AND TERMINATION

4.1. Term. This Agreement shall become effective on the Effective Date and shall continue in effect unless terminated as provided in this Section 4. In addition, certain provisions and requirements of this Agreement shall survive the expiration or termination of this Agreement in accordance with Section 5.4 herein.

4.2. Termination bv the Customer. As provided for under 45 C.F.R. 164.504(e)(2)(iii), the Covered Entity may immediately terminate this Agreement and any related Services Agreements if the Covered Entity makes the determination that the Business Associate has breached a material term of this Agreement. Alternatively, the Covered Entity may choose to: (i) provide the Business Associate with seven days written notice of the existence of an alleged material breach; and (ii) afford the Business Associate an opportunity to cure said alleged material breach upon mutually agreeable terms. Nonetheless, in the event that mutually agreeable terms cannot be achieved within thirty days, Business Associate must cure said breach to the satisfaction of the Covered Entity within ninety days. Failure to cure in the manner set forth in this Section 4.2 shall be grounds for the immediate termination of this Agreement.

4.3. Termination by Business Associate. Business Associate may immediately terminate this Agreement and any related Services Agreements if Business Associate makes the determination that Covered Entity has breached a material term of this Agreement. Alternatively, Business Associate may choose to: (i) provide Covered Entity with seven days written notice of the existence of an alleged material breach; and (ii) afford Covered Entity an opportunity to cure said alleged material breach upon mutually agreeable terms. Nonetheless, in the event that mutually agreeable terms cannot be achieved within thirty days, Covered Entity must cure said breach to the satisfaction of Business Associate within ninety days. Failure to cure in the manner set forth in this Section 4.3 shall be grounds for the immediate termination of this Agreement.

4.4. Automatic Termination. This Agreement will automatically terminate without any further action of the parties upon the termination or expiration of all Services Agreement(s) between Customer and Business Associate.

4.5. Effect of Termination. Upon the termination of this Agreement pursuant to this Section 4, Business Associate agrees to return or destroy within ninety days all Protected Health Information identifiable to Customer, including such Information in possession of Business Associate's subcontractors, if it is feasible to do so. If return or destruction of said Protected Health Information is not feasible, the Business Associate will notify the Customer in writing. Said notification shall include: (i) a statement that the Business Associate has determined that it is

infeasible to return or destroy the Protected Health Information in its possession, and (ii) the specific reasons for such determination. Business Associate further agrees to extend any and all protections, limitations and restrictions contained in this Agreement to the Business Associate's use and/or disclosure of any Protected Health Information retained after the termination of this Agreement, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of the Protected Health Information infeasible.

5. MISCELLANEOUS

5.1. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the parties' compliance with federal and/or state health Information confidentiality laws and regulations, as well as the parties' obligations under the business associate provisions of 45 C.F.R. parts 160 and 164. This Agreement supersedes all prior or contemporaneous written or oral memoranda, arrangements, contracts or understandings between the parties hereto relating to the parties' compliance with federal and/or state health Information confidentiality laws and regulations and the parties' health Information confidentiality and security obligations under 45 C.F.R. parts 160 through 164.

5.2. Change of Law. Customer shall notify Business Associate within 90 days of any amendment to any provision of HIPAA, or its implementing regulations set forth at 45 C.F.R. parts 160 through 164, which materially alters either Party's or both Parties' obligations under this Agreement. The Parties agree to negotiate in good faith mutually acceptable and appropriate amendment(s) to this Agreement to give effect to such revised obligations; provided, however, that if the parties are unable to agree on mutually acceptable amendment(s) within 90 days of the relevant change of law, either party may terminate this Agreement consistent with sections 4.5 and 5.4.

5.3. Construction of Terms. The terms of this Agreement shall be construed in light of any interpretation and/or guidance on HIPAA and the Privacy Regulation issued by HHS from time to time.

5.4. Survival. Section 6 and this Section 5.4 shall survive termination of this Agreement. The respective rights and obligations of Business Associate and Customer under the provisions of Sections 2.1, 2.2, and 4.5, solely with respect to Protected Health Information Business Associate retains in accordance with Section 4.5 because it is not feasible to return or destroy such Protected Health Information, shall survive termination of this Agreement for so long as such Information is retained.

5.5. Amendment: Waiver: Assignment. This Agreement may not be modified, nor shall any provision hereof be waived or amended, except in a writing duly signed by authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.

5.6. Notices. Any notices to be given hereunder to a Party shall be made via U.S. Mail or express courier to such Party's address given above, and/or via facsimile to the facsimile telephone numbers listed above. Each Party may change its address and that of its representative for notice by the giving of notice thereof in the manner herein above provided.

5.7. Counterparts: Facsimiles. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies hereof shall be deemed to be originals.

5.8. Disputes. If any controversy, dispute or claim arises between the Parties with respect to this Agreement, the Parties shall make good faith efforts to resolve such matters informally.

5.9 Effective Date. The Effective Date of this Agreement shall be the later of January 5, 2004, or the date on which both parties have executed the Agreement.

5.10 Affiliates. This Agreement shall be binding upon the parties and their current and future Affiliates, successors and permitted assigns. "Affiliate" shall mean any entity owned or controlled by, under common ownership or control with, or which owns or controls, either party to this Agreement or any of its subsidiaries.

6. LIMITATION OF LIABILITY

NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWTSE, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES.

7. DEFINITIONS

Regulatory citations in this Agreement are to the United States Code of Federal Regulations, as promulgated April 14, 2001, interpreted and amended from time to time by HHS, for so long as such regulations are in effect. Unless otherwise specified in this Agreement, all terms not otherwise defined shall have the meaning established for purposes of Title 45 parts 160 through 164 of the United States Code of Federal Regulations, as amended from time to time.

IN WITNESS WHEREOF, each of the undersigned has caused this Business Associate Agreement to be duly executed in its name and on its behalf effective as of the Effective Date.

CLIENT: Independent School District 317	**North Homes, Inc.** **(North Homes Children & Family Services)**
Sign Name: _____	Sign Name: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

PROFESSIONAL SERVICE AGREEMENT
BETWEEN
NORTH HOMES, INC. AND INDEPENDENT SCHOOL DISTRICT 317

This Agreement is entered into by and between Independent School District #317, 101 1st Avenue, Deer River, MN 56636, (hereafter District) and North Homes, Inc., 303 SE First Street, Grand Rapids, MN 55744 (hereafter "Contractor").

RECITALS

The parties hereto recite and declare:

A. The **District** is a legal entity created and established pursuant to Minn. Stat. 471.51 having the status of an independent school district with a purpose and mission to provide services and programs within the geographical limits and boundaries of its members.

B. **Contractor** is a provider of mental health and related services under the Minnesota Department of Human Services CTSS (Children's Therapeutic Support Service) certification.

C. The **District** desires to purchase the services of Contractor for Mental Health services and supports to students and indirect/consultative support into planning pre-interventions;

D. **Contractor** is duly qualified to provide the desired services.

E. The parties desire to set forth the terms and conditions of their relationship in written form.

NOW THEREFORE, in consideration of the mutual undertakings and agreements hereinafter set forth, the District, and the Contractor agree as follows:

1. TERM AND COST OF THE AGREEMENT

This contract shall be in effect from the date of execution by all parties, or from commencement of services hereunder, whichever is first, and shall continue in effect until June 30, 2023. This Agreement shall be renewed automatically for succeeding terms of three (1) year each unless either party gives written notice to the other at least thirty (30) days prior to the expiration of any term.

Diagnostic Assessment: Diagnostic Assessments will be provided outside of the Individual Education Plan and will be third party billed directly by the Contractor of the service. If a student has no insurance and the school requests Day Treatment service be provided the rates are:

Standard: $167
Extended: $400 (Complex – requiring 3 or more appointments)

Indirect and Consultative Support to Intervention Teams and Special Education Staff: The hourly rate for mental health professional consultation is $90**.** The hourly rate for mental health practitioner consultation is $30**.**

Individual Educational Plan Team Meetings: The hourly rate for mental health professional involvement in IEP team meetings is $90**.** The hourly rate for mental health practitioner involvement in IEP team meetings is $30.

Day Treatment: The rate for day treatment services provided as part of a student's Individual Education Plan is $405 per hour of group session. The minutes of the group are divided amongst the participating students.

Crisis Assistance: The rate for crisis assistance services that are provided as part of a student's Individual Education Plan is $15.05 per fifteen (15) minute unit.

Staff Training and In-service: The hourly rate for formal staff training and in-services provided to special education staff by mental health professional is $90. The hourly rate for formal staff training and in-services provided to special education staff by mental health practitioner is $30.

2. SERVICES TO BE PROVIDED

Services shall be provided in accordance with the criteria set forth either in person or through telehealth and in accordance with the plan of treatment/IEP. Contractor shall utilize best efforts to:

a. Provide licensed mental health professionals and qualified mental health practitioners that meet the guidelines of Minnesota Department of Human Services certification for Children's Therapeutic Support Services (CTSS). Upon request by the District, the Contractor will provide license, background and supporting professional and practitioner documentation for Contractor staff working in their District.
b. Provide appropriate mental health services on a regular basis according to IEP specifications.
c. Provide appropriate documentation required by the school and facilitate Medical Assistance billing.

d. Participate in student's IEP meetings and appropriate conferences in person, via computer, or by phone. If the Provider cannot attend an IEP meeting by one of these means, a team member excusal form must be completed and prior written documentation given to the IEP Case Manager.
e. Reschedule any missed sessions caused by the Contractor. Missed sessions caused by the student/school may be rescheduled if possible.

3. PAYMENT FOR SERVICES

Payment for services shall be made directly to the Contractor after completion of services upon the presentation of a claim. The claim shall be presented to the District no later than 30 days after the service was rendered.

If payment under this Agreement is dependent upon the availability of federal, state, District or other funds and such funds are reduced or terminated, this Agreement may be renegotiated or terminated at the sole discretion of the District.

In the event of termination, Contractor shall be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

Time is an essential element of this Contract. If the Contractor fails for any reason, excepting delays caused by uncontrollable circumstances to complete installation of all items before the Contract completion date as set forth in Section 2, it is hereby agreed that the District shall have the right to deduct liquidated damages from any money or monies due or coming due to the Contractor. Any monies deducted are not to be construed as a penalty, but as liquidated damages to compensate for the additional cost and inconvenience incurred by the District.

Contractor certifies that payment for purchased services will be in accordance with rates of payment which do not exceed amounts reasonable and necessary to assure quality of services and, if the services are being purchased from another public agency, the cost reasonably assignable to such services.

For final payment, Contractor shall comply with all requirements contained in Minnesota Statute. §290.92 regarding the withholding of taxes and wages. Contractor shall submit documentation of compliance with its claim for final payment. A certificate by the Minnesota State Commissioner of Revenue will satisfy this requirement (Form IC-134).Contractor is not entitled to final payment until such documentation is submitted.

4. INDEPENDENT CONTRACTOR

A. Contractor is to be and shall remain an independent contractor with respect to any and all work performed under this Contract. Nothing contained in this Agreement is intended or should be construed as creating the relationship of co-partners or joint

ventures with the Contractor. No tenure or any rights including worker's compensation, unemployment insurance, medical care, sick leave, vacation leave, severance pay, PERA, or other benefits available Contractor's employees, including indemnification for third party personal injury/property damage claims, shall accrue to the Contractor or employees of the Contractor performing services under this Agreement.

B. Contractor acknowledges and agrees that no withholding or deduction for State or Federal income taxes, FICA, FUTA, or other, will be made from the payments due Contractor and it is Contractor's sole obligation to comply with all federal and state tax laws.

C. Contractor shall at all times be free to exercise initiative, judgment and discretion as to how to best perform or provide services identified in this Agreement.

D. Contractor is responsible for hiring sufficient workers to perform the services required by this Agreement and withholding taxes and paying all other employment tax obligation on their behalf.

E. The Contractor is solely responsible for supervision, control and direction of the Contract personnel utilized to provide the services under this agreement.

5. INDEMNIFICATION AND INSURANCE

Each party shall be liable for its own acts to the extent provided by law and hereby agrees to indemnify, hold harmless and defend the other, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the other, its officers and employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any negligent act or omission of the party, its agents, servants or employees, in the execution or performance or failure to adequately perform its obligations pursuant to this Agreement.

It is understood and agreed that the District's and the Contractor's liability shall be limited by the provisions of Minnesota Statute § 466 and/or other applicable law.

Contractor further agrees that in order to protect itself as well as the District under the indemnity provision set forth above, it will at all times during the term of this Agreement keep in force liability limits in compliance with Minnesota Statutes, Section 466 or:

A. Commercial General Liability Insurance Policy with minimum limits of $1,500,000 combined single limit (CSL), with coverage pertaining premise operations. In the event Combined Single Limits Coverage is not secured by the Contractor, the minimum limits apply:

$3,000,000 Aggregate
$2,000,000 Each Occurrence

B. Automobile Liability Insurance including owned, non-owned, and hired vehicles in an amount not less than $2,000,000 combined single limit (CSL) for total bodily injuries and/or damages arising from any one accident.

C. Professional Liability Insurance (when required) the following minimum limits apply:
$3,000,000 Aggregate
$2,000,000 Each Occurrence

D. Excess Umbrella Liability Policy will be additionally required if any of the above policies have lower limits than stated.

E. Worker's Compensation Insurance.

F. Prior to the effective date of this Agreement, and as a condition precedent, the Contractor will furnish the District with an original Certificate of Insurance listing the District as an "Additional Insured" in all coverage areas except Worker's Compensation and Professional Liability.

6. DATA PRIVACY/DATA OWNERSHIP

A. Data Practices.

All data collected, created, received, maintained, or disseminated in any form, for any purposes by the activities of Contractor because of this contract is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as amended, the Minnesota Rules promulgated pursuant to Chapter 13 and the Federal Health Insurance Portability and Accountability Act (45 C.F.R. §§160,162,164) The Contractor will be responsible for release of all data under this Agreement and will abide by all governing State and Federal laws.

B. Health Insurance Portability and Accountability Act (HIPAA – 45 C.F.R. §§160,162,164)
If under this Agreement the exchange of Protected Health Information in any form is anticipated the Contractor shall comply with all regulatory obligations including signing any required agreements (e.g., Business Associate Agreement). Such Agreements shall be attached to and incorporated into this Agreement.

C. Release.
No educational data may be released by the Contractor to a third party without the express consent of the District's representative as indicated below – this includes any media relations.

D. Ownership.
Ownership of all data prepared by the Contractor for the District under this contract, whether having commercial value or not shall be co-owned by the

Contractor and the District. Any reports, studies, photographs, negatives or other documents or any other form of data prepared by the Contractor in the performance of its obligations under this contract shall be maintained by the Contractor as part of the mental health records and by the District as part of the IEP records. Contractor shall not use, allow, or cause to have such materials used for any purpose other than performance of the Contractor's obligations under this contract without the prior written consent of the District.

7. RECORDS: AVAILABILITY AND RETENTION

Pursuant to Minnesota Statute §16C.05, subd. 5, the Contractor agrees that the District, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, et., which are pertinent to the accounting practices and procedures of the Contractor and involve transactions relating to this Agreement. Contractor agrees to maintain these records for a period of six years from the date of termination of this Agreement. Any educational data may be retained for a longer period, as the District may determine in accordance with applicable law and policy.

8. MERGER AND MODIFICATION

A. It is understood and agreed that the entire Agreement between the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter. All items referred to in this Agreement are presumed to be incorporated or attached and are deemed to be part of this Agreement. Where the incorporated terms differ with the terms of this Agreement, the terms of this Agreement shall control.

B. Any material alteration, modification, or variation shall be reduced to writing as an amendment and signed by the parties.

9. DEFAULT AND CANCELLATION

A. If the Contractor fails to perform any of the provisions of this Agreement or so fails to administer the work as to endanger the performance of the Agreement, this shall constitute default. Unless the Contractor's default is excused by the District, the District may, upon written notice to the Contractor's representative listed herein, cancel this Agreement in its entirety as indicated in (10 B.) below.

B. This Agreement may be cancelled with or without cause by either party upon thirty (30) days written notice.

C. Unless Contractor's default is excused under the terms of this Contract the District may recover from Contractor such damages as it may sustained by reason of additional administrative costs, expenses of re-awarding the contract and other damages sustained by the District by reason of delay, price changes, loss of other contracts, loss of income, inability of the District to fulfill other contracts, loss of other benefits of this Contract and any other damages directly or consequently arising out of this Contract or failure to perform the same by Contractor.

D. Representatives for each of the parties to this Agreement are as listed below:

District	**Contractor**
Jeff Pesta, Superintendent	James C. Christmas, President & CEO
ISD #317	North Homes, Inc.
101 1st Avenue	303 SE First Street
Deer River, MN 56636	Grand Rapids, MN 55744
218.246.8241	218.327.3000

E. The District and the Contractor agree to attempt to resolve quickly all matters related to uncontrollable circumstances and use all reasonable efforts to mitigate its effects.

10. SUBCONTRACTING AND ASSIGNMENT

A. Contractor shall not enter into any subcontract for the performance of any services contemplated under this Agreement without the prior written approval of the District and subject to such conditions and provisions as the District may deem necessary. The Contractor shall be responsible for the performance of all Subcontracts. Any agreement between the Contractor and any subcontractor shall obligate the subcontractor with the general terms of this Contract.

B. No party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other parties and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors.

11. NONDISCRIMINATION

During the performance of this Agreement, the Contractor agrees to the following:
No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, sexual orientation, public assistance status, criminal record, creed or national origin be excluded from full employment rights in, participation in, be denied the benefits of or be otherwise subjected to discrimination under any and all applicable Federal and State laws against discrimination.

12. HEALTH AND SAFETY

The Contractor shall be solely responsible for the health and safety of its employees and subcontractor's employees in connection with the services performed in accordance with this Agreement. The Contractor shall ensure that all employees, including those of all subcontractors, have received training required to properly and safely perform services outlined in this Agreement. Such training is to include, but not be limited to, all applicable sections of the State and Federal Occupation, Safety and Health Administration (OSHA) laws, Superfund Amendments and Reauthorization Act (SARA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), Uniform fire Code and/or any other applicable health and safety regulations. Upon the request of the District, the Contractor shall provide copies of any licenses and/or training records for Contractor and/or Contractor's employees or subcontractor's employees who perform services pursuant to this Agreement.

13. NONWAIVER, SEVERABILITY & APPLICABLE LAWS

A. Nonwaiver.
Nothing in this Agreement shall constitute a waiver by the District of any statute of limitations or exceptions on liability. If the District does not enforce any provision of this Agreement, that failure does not waive the provision or its right to enforce it.

B. Severability.
If any part of this Agreement is rendered void, invalid or unenforceable, by a court of competent jurisdiction, such rendering shall not affect the remainder of this Agreement unless it shall substantially impair the value of the entire Agreement with respect to either party. The parties agree to substitute for the invalid provision a valid provision that most closely approximates the intent of the invalid provision.

C. Applicable Laws.
The Laws of the State of Minnesota shall apply to this Agreement. The Contractor shall abide by all Federal, State, or local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Contract or to the facilities, programs and staff for which Contractor is responsible.

14. SECTION HEADINGS

The section headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

15. THIRD PARTIES

This Agreement does not create any rights, claims or benefits inuring to any person that is not a party hereto nor create or establish any third party beneficiary.

16. CONFLICT OF INTEREST

Contractor agrees that it will not contract for or accept employment for the performance of any work or services with any individual, business, partnership, corporation, government, governmental unit or any other organization that would create a conflict of interest in the performance of its obligations under this Contract.

District and Contractor, having signed this Agreement and pursuant to the proper District and Contractor officials having signed this Agreement, the parties hereto agree to be bound by the provisions herein and attached.

NORTH HOMES, INC.

_____
Contractor/Date

ISD #317

_____
Superintendent/Date

_____
Chairperson, School Board/Date

_____
Clerk, School Board/Date

EXHIBIT 1: Attachment to the Day Tx Professional Service Agreement

Contract Year: July 2022 June 2023

SCOPE OF WORK/SERVICE DESCRIPTION

North Homes Children and Family Services CTSS Provider (Contractor) will provide independent contracted mental health services to ISD #317 District special education and regular education students. Special Education services will be professionally determined and indicated on the Students' Individual Family Service Plan (IFSP) or Individual Education Plan (IEP). Regular education services will be determined by recommendations from school staff and agreement with student's parents. Services provided by Contractor mental health staff will be consistent with covered services under Children's Therapeutic Services and Supports (CTSS) and will include:

Mental Health Services:

- Diagnostic Assessment
- Day Treatment
- Crisis Assistance

Ancillary and supportive services:

- Indirect and consultative support to Intervention Teams and Special Education Staff
- Individual Educational Plan Team Meetings
- Staff training and in-service

ELIGIBLE POPULATIONS

Eligible populations include special education students and regular education students.

Mental health services that are medically necessary, as determined by a diagnostic assessment, will be provided according to an Individual Treatment Plan authorized by the student's parents or by the student if the student is older than 18 or otherwise qualified to consent to mental health services by law.

DISTRIBUTION OF FUNCTIONS

The Contractor's mental health professionals will complete diagnostic assessments that are requested by a student's parents or by the District and authorized by the student's parents. The student's special education team will use the diagnostic assessment along with other school information and school testing to decide what medically necessary mental health services, if any, need to be included in the student's IEP or IFSP. The mental health professional that completed the diagnostic assessment, or the mental health practitioner assigned, will explain the findings from the diagnostic assessment to the school, parents and student and help the family find mental health resources to meet identified needs. Upon request, a Contractor mental health professional, or mental health practitioner assigned, will help find mental health resources to meet needs identified in diagnostic assessments that are done by other mental health professionals.

The District will coordinate school, student, and the Contractor's mental health staff schedules to best use available mental health resources to meet IEP/IFSP and non-IEP needs. Information about service availability and needs will be communicated to the school-linked supervisor no less than once each month of the school year.

MENTAL HEALTH SERVICES TO BE PROVIDED BASED ON STUDENT NEED:

Mental Health Professional Level Services			Billing for IFSP/IEP Services
Major Job Functions	Specific Tasks	Knowledge, Abilities, & Skills	
Diagnostic Assessment, Standard	• Meet with students with parent's permission • Obtain necessary releases • Interview students to collect relevant mental health information as per DHS requirements • Consult with parents, school staff and other involved professionals to coordinate services • Synthesize and complete written Diagnostic Assessment within 2 weeks of interview date	• Ability to quickly develop rapport with diverse clients • Manage session time to work on treatment goals while meeting the client where they are. • Understanding of Diagnosis and appropriate interventions • Clear and timely documentation	Contractor will only bill the District when a student on an IFSP/IEP does not have an insurance payer.
Diagnostic Assessment, Extended	• 3 or more appointments due to complexity of needs • Obtain necessary releases • Observe, interview, and collect relevant mental health information as per DHS requirements in *three* unique settings • Consult with parents, school staff and other involved professionals to coordinate services • Synthesize and complete Diagnostic Assessment within 2 weeks of third interview date	• Qualified to diagnose Ability to quickly develop rapport with diverse clients • Manage session time to work on treatment goals while meeting the client where they are. • Understanding of Diagnosis and appropriate interventions • Ability to gather clinical data in different setting • Clear and timely documentation	Contractor will only bill the District when a student on an IFSP/IEP does not have an insurance payer.
Indirect and Consultative Support to Intervention Teams and Special Education Staff	• Consultation and collaboration provided to families and school personnel; participate on intervention teams/pre-referral • Consult and collaborate with community agencies and other mental health professionals to coordinate services • Consult and/or plan with teachers, parents and administrators to develop intervention strategies to achieve school success • Develop interagency collaboration and consultation to provide comprehensive services	• Understanding of social work interventions and methods such as counseling, crisis intervention, casework, group work, community organization, consultation, case management, family therapy, and effective education strategies • Knowledge of data gathering methods and inference-making from such data; performance objectives, measurable outcomes and the means to assess the effects of intervention	The Contractor will bill the District.

IEP Meetings	• Attend IEP Meetings when relevant • Explain the recommendations contained in the diagnostic assessment • Help define mental health goals and measures for medically necessary services that are included in the IEP • Describe progress and help IEP team members recognize when goals are accomplished	• Knowledge of the District's policies and procedures • Able to explain mental health symptoms, diagnosis, and recommendations in terms parents and students can understand	The Contractor will bill the District.
Staff Training and In-service	• Provide relevant staff trainings around mental health topics • Document service provision	• Knowledge of adult learning styles • Knowledge of a variety of mental health topics and interventions • Organized presentations skills	The Contractor will bill the District.

Day Treatment			Billing for IFSP/IEP Services
Major Job Functions	Specific Tasks	Knowledge, Abilities, & Skills	
Day Treatment	• Services are provided or supervised by an on-site Licensed Mental Health professional. • Obtain necessary releases • Obtain or complete diagnostic assessments to determine medically necessary services • Develop Individualized Treatment plans • Provide one to two hours of individual or group psychotherapy daily to stabilize children's mental health status accordingly. • Provide one to two hours of individual or group skills training daily to develop socialization skills and promote community and independent living skills • Offer one hour of family psychotherapy monthly to help transfer acquired skills between home, school, and community • Consult with parents, school staff and other involved professionals to coordinate services • Crisis management and planning • Document service provision	• Skilled in the use of solution focused brief therapy • Knowledge of group dynamics and function • Ability to manage multiple tasks at the same time • Clear and timely documentation	The Contractor will bill the District and services will be documented in IFSP/IEP.

Mental Health Practitioner Level Services			Billing for IFSP/IEP Services
Major Job Functions	Specific Tasks	Knowledge, Abilities, & Skills	
Crisis Assistance	• Provides services under the supervision of a Licensed Mental Health Professional • Crisis Assistance is for the child, child's family, and all of the child's service providers. • Crisis Assistance recognizes factors precipitating a mental health crisis; identifies behaviors related to the crisis; and, provides information about resources to resolve the crisis. • A crisis plan is intense, time-limited, and designed to resolve or stabilize a crisis through arrangement for direct intervention and supportive services to the child and family.	• Understanding of child development, trauma, and grief. • Knowledge of effective techniques for self-care and calming • Knowledge of supportive resources within the school building and system • Understanding of crisis prevention techniques	The Contractor will bill the District and services will be documented in IFSP/IEP.
Indirect and Consultative Support to Intervention Teams and Special Education Staff	• Provides services under the clinical supervision of Licensed Mental Health Professional • Participate on intervention teams/pre-referral • Consultation and collaboration provided to families and school personnel • Consult and collaborate with community agencies and other mental health professionals to coordinate services • Consult and/or plan with teachers, parents and administrators to develop intervention strategies to achieve school success • Develop interagency collaboration and consultation to provide comprehensive services	• Understanding of social work interventions and methods such as counseling, crisis intervention, casework, group work, community organization, consultation, case management, family therapy, and effective education strategies • Knowledge of data gathering methods and inference-making from such data; performance objectives, measurable outcomes and the means to assess the effects of intervention	The Contractor will bill the District.
IEP Meetings	• Provides services under the clinical supervision of a Licensed Mental Health Professional • Attend IEP Meetings when relevant • Explain the recommendations contained in the diagnostic assessment	• Knowledge of the District's policies and procedures • Able to explain mental health symptoms, diagnosis, and recommendations in terms parents and students can understand	The Contractor will bill the District.

	• Help define mental health goals and measures for medically necessary services that are included in the IEP • Describe progress and help IEP team members recognize when goals are accomplished		
Staff Training and In-service	• Provides services under the clinical supervision of a Licensed Mental Health Professional • Provide relevant staff trainings around mental health topics • Document service provision	• Knowledge of adult learning styles • Knowledge of a variety of mental health topics and interventions • Organized presentations skills	The Contractor will bill the District.

BUILDING

The Contractor's mental health employees are responsible for learning and following the cultures, policies and procedures in each of the buildings where they are assigned. They are responsible for attending training required and provided by the District, for following restraint and seclusion policies, for participating in fire drills, and for building safe, effective, and professional relationships with staff and students in each school building.

TRAINING

The Contractor is responsible for providing professional development training for all contracted staff. Contract staff will participate in relevant school trainings.

COMPENSATION/PAYMENT

Whenever the Contractor provides Day Treatment Services under a student's IEP/IFSP, the Contractor will invoice the District on a monthly basis for the provided service. These invoices will be sent to the Business Manager and Director of Special Education, and include the date of the service, type of service, the name and credentials of the mental health provider, session start and stop times, service minutes, the name of the student, and the cost of the service. The services that will be invoiced when identified on the IEP, include diagnostic assessments, crisis assistance, psychotherapy, psychotherapy for crisis, explanation of findings by mental health professional, day treatment, and skills training. The Contractor will also invoice IEP team meetings, Child Study and Response to Intervention Problem Solving meetings, consultation to special education staff, trainings, and in-services provided by Contract staff. The invoiced time will be entered into the school's Special Education Data Reporting Application (SEDRA) as contracted special education services. The District will pay the Contractor's invoices for the special education mental health services provided under this contract.

The District will bill all eligible mental health services to the Minnesota Health Care Programs. When these students are covered by insurance other than the Minnesota Health Care Programs, the District may seek the parent's permission to bill the insurance provider whenever possible.

Whenever the Contractor provides mental health services that are not included in a student's IEP/IFSP, or are provided outside of the school day, the Contractor may bill all available third party sources including Minnesota Health Care Programs (MHCP) for the service. Even though these services are coordinated with the student's educational program, they are also separate from the student's educational program and therefore do not fall under the student's right to a free and appropriate public education. In these instances the Contractor may bill parents for all required deductibles and co-pays.

The Contractor and the District agree as follows: the Contractor and the District have entered into a contractual relationship whereby Contractor personnel provide services to the District as indicated in the contract. The Contractor is reimbursed by the District for IEP related services. The Contractor bills third party sources for non-IEP services when possible. School-Linked Grant funds pay for some of the non-IEP therapy costs provided to students without insurance or for unreimbursed co-pays and deductibles. The remainder of the cost of Contractor personnel specified in this contract is paid by the Contractor.

REFERRAL PROCESS

The District will make referrals directly to the Contractor staff assigned to the building. Issues such as capacity, schedule conflicts, quality of service and disagreements about the need for services are to be brought to the Contractor's school-linked supervisor. The supervisor will coordinate meetings with the appropriate people to seek agreement on issues that arise.

COMMUNICATION

The school-linked supervisor will have no less than quarterly meetings with the Principals in each of the buildings where Contractor staff is assigned. District concerns with the provision of any services shall be brought to the attention of the Contractor's school-linked supervisor. The District and Contractor Administrative Teams will meet no less than two times per year to review the contract, exhibits, and financials.

MEDICAL NECESSITY

The Contractor's diagnostic assessments will recommend specific mental health services that are recognized as the prevailing standard or current practice for treating any identified conditions or disabilities in order to assist the student in achieving an acceptable level of behavioral and emotional functioning. The Contractor shall follow all

CTSS requirements for the delivery of mental health services that are provided under this contract.

If applicable, each student's IEP team will determine which medically necessary mental health services are needed in order for the student to benefit from special education. When the Contractor completes a diagnostic assessment, a mental health practitioner will participate in the student's IEP team meeting in order to help team members best understand the recommendations. The Contract employee will assist parents in obtaining medically necessary services recommended in the diagnostic assessment and not included in the IEP/IFSP. When treatment goals are achieved and any mental health services included in the IEP/IFSP are no longer medically necessary, or when mental health treatment needs change, the Contractor employee will participate in IEP team meetings where changes are being discussed. When IEP teams rely on outside diagnostic assessments, the Contractor mental health professional assigned to the building the student attends will participate in that student's IEP meetings when asked to do so.

EXTENDED SCHOOL YEAR (ESY)

When a student's IEP team determines that extended school year services are needed and those needs include mental health services, the District shall coordinate the needed services with the appropriate Contract person assigned to that building. The District shall be responsible for student transportation to school ESY programs.

ADMENDMENT

This exhibit can be amended with mutual consent of the District and the Contractor.

COMMERCIAL LEASE

This lease is made between Independent School District #317, herein called LESSOR, and KOOTASCA Community Action, Inc., herein called LESSEE.

LESSEE hereby offers to lease from LESSOR the premises situated in the City of Deer River described as 500 5th St. SE, Deer River MN 56636 Early Childhood classrooms totaling approximately 880 square feet, plus access to gym space, meeting rooms, and office space upon the following TERMS and CONDITIONS.

1. Terms and Rent: LESSOR demises the above premises for a term of 1 year, commencing on July 1, 2022 and terminating on June 30, 2023, at the annual rental rate of Eleven Thousand and No/100 Dollars ($11,000.00) payable in equal monthly installments. All payments shall be made to LESSOR, at the following address: 101 First Ave. NE, Deer River, MN 56636.

2. Use: LESSEE shall use and occupy the premises for the purpose of carrying out Early Childhood business. The premises shall be used for no other purpose. LESSOR represents that the premises may lawfully be used for such purpose.

3. Care and Maintenance of Premises: LESSEE acknowledges that the premises are in good order and repair, unless otherwise indicated herein. LESSOR shall maintain the premises in good and safe condition, including plate glass, electrical wiring, plumbing, and heating installations and any other system or equipment upon the premises. LESSOR shall be responsible for all repairs required due to normal wear and tear. LESSOR shall not be responsible for repairs upon implements or articles which are the personal property of the LESSEE, nor shall the LESSOR bear the expense of repairs to the Lease Premises necessitated by damage caused by LESSEE beyond normal wear and tear.

4. Alterations: LESSEE shall not, without first obtaining the written consent of LESSOR, make any alterations, additions, or improvements, in, to or about the premises.

5. Ordinances and Statutes: LESSEE shall comply with all statutes, ordinances, and requirements of all municipal, state, and federal authorities not in force or which may hereafter be in force, pertaining to the premises, occasioned by or affecting the use thereof by LESSEE.

6. Assignment and Subletting: LESSEE shall not assign this lease or sublet any portion of the premises without prior written consent of the LESSOR, which shall not be unreasonably withheld. Any such assignment without consent shall be void and, at the option of the LESSOR, may terminate this lease.

7. Utilities: All applications and connections for necessary utility services on the demised premises shall be made in the name of LESSOR only and LESSOR shall be solely liable for utility charges as they become due.

8. Indemnification of LESSOR: LESSOR shall not be liable for any damage or injury to LESSEE, or any other person, or to any property, occurring on the demised premises or any part thereof (and LESSEE agrees to hold LESSOR harmless from any claim for damages, no matter how caused).

9. Insurance Liability: Each party shall be liable for its own acts to the extent provided by law and hereby agrees to indemnify, hold harmless and defend the other, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the other, its officers and employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the party, its agents, servants or employees, in the execution, performance, or failure to adequately perform its obligations pursuant to this contract. LESSEE agrees that LESSOR assumes by this lease agreement no liability for loss of LESSEE personal property resulting from tire, tornado, civil disorder, theft or any cause whatsoever, except as may be attributed to LESSOR negligence, acts, or omissions as determined by a court of law. LESSEE shall be responsible to insure its personal property from loss, damage or destruction and to carry renter's insurance.

10. LESSOR'S Remedies on Default: If LESSEE defaults in the payment of rent, or any additional rent, or defaults in the performance of any of the other covenants or conditions hereof LESSOR may give LESSEE notice of such default and if LESSEE does not cure any such default within *60* days, after the giving of such notice (or if such other default is of such nature that it cannot be completely cured within such period, if LESSEE does not commence such curing within such *60* days and thereafter proceed with reasonable diligence and in good faith to cure such default), then LESSOR may terminate-this lease on not less than *60* days' notice to LESSEE. On the date specified in such notice the term of this lease shall terminate, and LESSEE shall then quit and surrender the premises to LESSOR, but LESSEE shall remain liable as hereinafter provided. If this lease shall have been so terminated by LESSOR, LESSOR may at any time thereafter resume possession of the premises by any lawful means and remove LESSEE or other occupants and their effects. No failure to enforce any term shall be deemed a waiver.

11. Option to renew: Provided that LESSEE is not in default in the performance of this lease, LESSEE shall have the option to renew the lease, with terms to be mutually agreed upon by the LESSEE and LESSOR. The option shall be exercised by written notice given to LESSOR not less than *60* days prior to the expiration of the initial lease term. If notice is not given in the manner provided herein within the time specified, this option shall expire.

12. Entire Agreement: The foregoing constitutes the entire agreement between the parties and may be modified only in writing signed by both parties.

LESSOR
Independent School District #317

By: _____

Title: _____

Date: _____

LESSEE
KOOTASCA Community Action, Inc.

By: Mike Hill

Title: Director of Education

Date: 5.24.22

2022-2023 RESOLUTION FOR MEMBERSHIP IN THE MINNESOTA STATE HIGH SCHOOL LEAGUE

RESOLVED, that the Governing Board of ISD 317 School, County of Itasca, State of Minnesota delegates the control, supervision and regulation of interscholastic athletic and fine arts events (referred to in MN Statutes, Section 128C.01) to the Minnesota State High School League, and so hereby certifies to the State Commissioner of Education as provided for by Minnesota Statutes.

FURTHER RESOLVED, that the high schools listed below (name all high schools under your governing board):

Deer River

(If more than four high schools, attach an additional list)

is/are authorized by this, the Governing Board of said school district or school to:

1. _____ Make new application for membership in the Minnesota State High School League; School Enrollment (grades 9-12): _____

   OR:

   X Renew its membership in the Minnesota State High School League; and,

2. Participate in the approved interschool activities sponsored by said League and its various subdivisions.

FURTHER RESOLVED, that this Governing Board hereby adopts the Constitution, Bylaws, Rules and Regulations of said League and all amendments thereto as the same as are published in the latest edition of the League's *Official Handbook*, on file at the office of the school district or school, or as appears on the League's website, as the minimum standards governing participation in said League-sponsored activities, and that the administration and responsibility for determining student eligibility and for the supervision of such activities are assigned to the official representatives identified by this Governing Board.

Signing the Resolution for Membership affirms that this Governing Board has viewed the WHY WE PLAY training video which defines the purpose and value of education-based athletic and activity programs and assists school communities in communicating a shared common language.

Member schools must develop and publicize administrative procedures to address eligibility suspensions related to Code of Student Conduct violations for students participating in activity programs by member schools.

The above Resolution was adopted by the Governing Board of this school district and is recorded in the official minutes of said Board and hereby is certified to the State Commissioner of Education as provided for by law.

Signed: _____ Signed: _____
(Clerk/Secretary - Local Governing Board) (Superintendent or Head of School)

Date: _____ Date: _____

District/School Office Address: _____

Head of School/Superintendent's Phone: _____

Head of School/Superintendent's Email: _____

This form must be completed and submitted to MSHSL NOT LATER THAN JULY 31, 2022. Retain one copy for the school files.

2022-2023 RESOLUTION FOR MEMBERSHIP

This information on page must be entered electronically on the MSHSL Resolution for Membership 2022-2023 Form on the League website once for each high school under your governing board.

The following is taken from the MSHSL Constitution:

208.00 LOCAL CONTROL

208.01 Designated School Representatives
At the beginning of the League's fiscal year, the governing board of each member school shall designate two (2) representatives who are authorized to vote for the member school at all district, region and section meetings and on mail ballots where member schools are called upon to vote, such as district meetings, region meetings, and mail ballots.

One of the designated representatives shall be a member of the school's governing board and the other shall be an administrator or full-time faculty member of the member school.

In school districts with multiple schools, the designated representative from the school district's governing body may represent more than one school and is entitled to one vote for each school they represent.

208.02 Designated Activity Representatives
At the beginning of the League's fiscal year, the governing board of each member school shall select individuals to represent its school in the following areas: (a) boys sports; (b) girls sports; (c) speech; and (d) music.

208.03 Local Advisory Committee
Each school is urged to form an advisory committee for League activities. Committee membership is not limited to but shall include a school board member, a student, a parent, and a faculty member, to advise the designated school representatives on all matters relating to the school's membership in the MSHSL.

208.01 VOTE ON BEHALF OF THE HIGH SCHOOL

- Designated School Board Member
- Designated School Representative

208.02 ACTIVITY REPRESENTATIVES

- Boys Sports
- Girls Sports
- Speech
- Music

208.03 LOCAL ADVISORY COMMITTEE MEMBERS

- Board Member
- Student
- Parent
- Faulty Member

MAILING REPRESENTATIVE

By signature on the first page, I have verified that all required representatives above have been entered electronically on the MSHSL Resolution for Membership 2022-2023 Form.

MREA
Voice For Greater Minnesota Education

June 3, 2022

Jeff Pesta
Deer River School District
PO Box 307
Deer River MN 56636

Hi, Jeff,

On behalf of all our Greater Minnesota students and educators, MREA thanks Deer River School District for its membership that helps us actively engage with legislators and state officials to address E-12 funding, policy, tax, and budget issues.

Your continued membership for FY2022-23 is essential to continued advocacy that positively impacts all our students across Greater Minnesota.

Working For You and With You
As your district's voice at the Capitol, MREA works for you to keep your legislators and policy officials informed of the impacts of their decisions. During the recent non-budget legislative session MREA helped prioritize rural education issues, including:

- Buying down the Special Education cross-subsidy
- Enhancing equalization for Local Optional Revenue
- Increasing student mental health funding
- See more at **MREAvoice.org/progressreport**

In and out of the legislative session, count on MREA to keep working with you as well, including:

- New advocacy briefings on Tuesday mornings
- Our professional development conference in November
- Educator and school awards to elevate and celebrate our profession and its impact
- New summer social-emotional learning and coaching for district administrators

We Are Greater Together
We know these are challenging times, and we know we are greater when we all work together and strengthen the Voice for Greater Minnesota Education. Please send in your district's renewal invoice, dues, and updated information by July 15 to ensure our voice remains vibrant.

Best wishes for a summer of renewal and refreshment!

Matthew J Schultz

Matt Schultz, Board President
Superintendent, Lanesboro Schools

Bob Indihar, Executive Director
MREA

MAIL	VISIT	CALL	LEARN
PO Box 187 St. Cloud, MN 56302-0187	2233 Roosevelt Rd, Suite 7 St. Cloud, MN 56301	(320) 762-6574 Toll-Free (833)-MNVOICE	MREAvoice.org

MREA
Voice For Greater Minnesota Education

MEMBERSHIP RENEWAL
INVOICE

2022-23 MEMBERSHIP YEAR

Date: June 3, 2022
Invoice #: 2023-1521
Due: July 15, 2022

BILL TO:

Jeff Pesta
Deer River School District
PO Box 307
Deer River MN 56636

Base Fee: $1100.00
***Legislative Fee:** .....+$945.00
2022-23 Dues:.....$2045.00

Amount Enclosed: $ _____

Current expiration: June 30, 2022
New membership year: July 1, 2022-June 30, 2023
2023-23 Membership type: Full ISD Membership
***APU =** 945 ****Shared District:** NA

**$1.00 per Adjusted Pupil Unit (APU) to $1,400 maximum.*
***If sharing superintendent with another district, MREA has applied $275 discount to Base Fee. Districts with shared Superintendents must each join MREA to obtain discount. Contact MREA if Shared District has changed.*

UPDATE/CORRECT as needed:

Member: Deer River School District
Superintendent: Jeff Pesta
Superintendent Cell Phone: _____
Email Address: jpesta@isd317.org

Address: PO Box 307
City, State, Zip: Deer River MN 56636
Organization Phone: 218 - 246-2420
Website Address: www.isd317.org
County: Itasca

QUESTIONS? Contact Diane Vosen, Administrative Coordinator

*** COMPLETE AND RETURN forms with payment by July 15, 2022. ***

MREA is a nonprofit 501(c)(4) membership association. Dues are not tax deductible as charitable contributions. We estimate 36.3% of FY23 dues will be attributable to nondeductible lobbying activity and are NOT deductible under Internal Revenue Code Section 162 as an ordinary and necessary business expense. Provide a copy of this notice to your accountant and/or tax preparer.



MAIL	VISIT	CALL	LEARN
PO Box 187 St. Cloud, MN 56302-0187	2233 Roosevelt Rd, Suite 7 St. Cloud, MN 56301	(320) 762-6574 Toll-Free (833)-MNVOICE	MREAvoice.org

_____introduced the following resolution and moved for its adoption:

Community Technology Hub Resolution 2022-01

WHEREAS, the Deer River Public Schools Strategic Plan includes a mission to make the future of our students one of hope, happiness, and success and is dedicated to developing life-long learners prepared to succeed in an ever-changing world; and

WHEREAS, the Strategic Plan also includes a vision of improving skills, building positive connections to others, and encountering broad educational experiences through the support and engagement of the community; and

WHEREAS, the Deer River Community has engaged multiple local partners to develop a Community Technology Learning Hub at the Goodall Resource Center on the Essentia Health – Deer River Campus.

NOW, THEREFORE, BE IT RESOLVED, by the School Board of Independent School District No. 317 as follows:

Based upon the collective consideration of the elements stated above, the Board of Education resolves to provide general support to the development of the Community Technology Hub in the form of access to established school transportation routes, district facility use as available or an extension of school services to the Hub site when appropriate, staff time when approved by a supervisor to assist with all aspects of development, collaborative communication, and other in-kind services that may benefit the development and implementation of the Community Technology Hub.

_____duly seconded the motion for adoption of the foregoing resolution.

Voting in favor of the resolution:

Adopted this 13th day of June, 2022.

_____

School Board Chair

_____

School Board Clerk

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May 6, 2022

Northland Foundation:

The purpose of this letter is to express support for the community technology hub concept in the Deer River community. The district has actively participated in exploratory meetings on this topic for approximately two years. Our Board of Education was oriented to the tech hub project this spring and expressed their general support toward the district becoming one of the partners in developing a plan.

The district does have multiple resources that it can potentially offer to the partnership. Confirmation of specific support will be on the board agenda at the next available meeting on June 13th. Those resources include transportation, facility use, staff time, communication, and curricular collaboration. The Deer River School District spans 540 square miles of rural, natural beauty. This includes significant portions within the district under the administration of the Leech Lake Band of Ojibwe and both the state and federal government. This unique district composition creates tremendous challenges for providing educational equity to our families. The challenge grew even more significant during the pandemic.

Our district has significantly invested in mobile technology and internet access for students to include supporting fiber installation into previously underserved areas. The concept of a community technology hub is well aligned with our efforts to date. It also matches the core values and strategic plan of the district. Please consider this letter as a strong indication of our willingness to partner and potentially support this project with the resources available to us.

Sincerely,

J. Pesta

Jeff Pesta, Superintendent

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Policy 706 Appendix A

DONATION RECEIPT FORM

Please complete the following, sign & return to the building principal or superintendent. Superintendent will present to the Deer River Board of Education for approval. Keep a copy for the site (Elementary or Secondary) records.

DEER RIVER STAFF NAME: Brent Schimek (please print) DATE: 2/16/22
(Person receiving donation)

JOB/POSITION: A.D. BUILDING: H.S.

DONATION RECEIVED FROM: Jacob Stark Family Memorial
(Organization or Individual)

Does donor prefer to remain anonymous:

☐ **FINANCIAL DONATION**

Amount of Donation: $_____ Cash_____ Check#_____

Intended purpose: _____

☒ **NON-FINANCIAL DONATION**

Estimated Value of Donation: $ $1068.00

Description of Donation: 10 - Golf Bags - 10 Golf Hand Carts 3 - Rain Suits

YES ✓ NO____

Employee Signature	5/24/22 Date	Principal Signature	5/24/2022 Date
Superintendent Signature	5/24/22 Date	Board Clerk Signature	Date

☐ Disclaimer: Once accepted, a gift shall be the property of the School District unless otherwise provided in agreed upon terms.

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DEER RIVER STAFF NAME: Morrow (please print) DATE: 5-26 22
(Person receiving donation)

JOB/POSITION: Junior Class Advisor BUILDING: HS

DONATION RECEIVED FROM: Essentia Health
(Organization or Individual)

Does donor prefer to remain anonymous: YES____ NO ✓

☑ **FINANCIAL DONATION**

Amount of Donation: $ 500 Cash_____ Check# 1162833

Intended purpose: prom/post prom 2022

☐ **FINANCIAL DONATION**

Amount of Donation: $_____ Cash_____ Check#_____

Intended purpose:_____

Employee Signature	5.26.22 Date	Principal Signature	5/26/2022 Date
Superintendent Signature	5/27/22 Date	Board Rep. Signature	Date

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DEER RIVER STAFF NAME: Maureen Morrow DATE: 05-05-22
(Person receiving donation) (please print)

JOB/POSITION: Junior Class Advisor BUILDING: DRHS

DONATION RECEIVED FROM: Treasurer of Itasca County
(Organization or Individual)

Does donor prefer to remain anonymous: YES____ NO X

☒ **FINANCIAL DONATION**

Amount of Donation: $ 200.00 Cash_____ Check# 199310

Intended purpose: _____

☐ **FINANCIAL DONATION**

Amount of Donation: $_____ Cash_____ Check#_____

Intended purpose:_____

Employee Signature	05-05-22 Date	Principal Signature	5/9/2022 Date
Superintendent Signature	6/7/22 Date	Board Rep. Signature	Date

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DEER RIVER STAFF NAME: Maureen Morrow DATE: 05-05-22
(Person receiving donation) (please print)

JOB/POSITION: Junior Class Advisor BUILDING: DRHS

DONATION RECEIVED FROM: Gaalaas Orthodontics
(Organization or Individual)

Does donor prefer to remain anonymous: YES____ NO X

☒ **FINANCIAL DONATION**

Amount of Donation: $ 50.00 Cash_____ Check# 12236

Intended purpose: _____

☐ **FINANCIAL DONATION**

Amount of Donation: $_____ Cash_____ Check#_____

Intended purpose:_____

Employee Signature	05-05-22 Date	Principal Signature	5/9/2022 Date
Superintendent Signature	6/8/22 Date	Board Rep. Signature	Date

Disclaimer: Once accepted, a gift shall be the property of the School District unless otherwise provided in agreed upon terms.

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Please complete the following, sign & return to the building principal or superintendent. Superintendent will present to the Deer River Board of Education for approval. Keep a copy for the site (Elementary or Secondary) records.

DEER RIVER STAFF NAME: Maureen Morrow DATE: 05-05-22
(Person receiving donation) (please print)

JOB/POSITION: Junior Class Advisor BUILDING: DRHS

DONATION RECEIVED FROM: Grand Rapids State Bank
(Organization or Individual)

Does donor prefer to remain anonymous: YES____ NO X

☒ **FINANCIAL DONATION**

Amount of Donation: $ 50.00 Cash_____ Check# 102819

Intended purpose: _____

☐ **FINANCIAL DONATION**

Amount of Donation: $_____ Cash_____ Check#_____

Intended purpose:_____

MMorrow	05-05-22	Joseph R Mah	5/9/2022
Employee Signature	Date	Principal Signature	Date
[signature]	6/7/22		
Superintendent Signature	Date	Board Rep. Signature	Date

Disclaimer: Once accepted, a gift shall be the property of the School District unless otherwise provided in agreed upon terms.

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Policy 706 Appendix A

DONATION RECEIPT FORM

Please complete the following, sign & return to the building principal or superintendent. Superintendent will present to the Deer River Board of Education for approval. Keep a copy for the site (Elementary or Secondary) records.

DEER RIVER STAFF NAME: Maureen Morrow DATE: 05-05-22
(Person receiving donation) (please print)

JOB/POSITION: Junior Class Advisor BUILDING: DRHS

DONATION RECEIVED FROM: Lee Jess DDS
(Organization or Individual)

Does donor prefer to remain anonymous: YES____ NO X

☒ **FINANCIAL DONATION**

Amount of Donation: $ 50.00 Cash_____ Check# 44453

Intended purpose: _____

☐ **FINANCIAL DONATION**

Amount of Donation: $_____ Cash_____ Check#_____

Intended purpose: _____

M Maureen	05-05-22		5/9/2022
Employee Signature	Date	Principal Signature	Date
	6/7/22		
Superintendent Signature	Date	Board Rep. Signature	Date

Disclaimer: Once accepted, a gift shall be the property of the School District unless otherwise provided in agreed upon terms.

DEER RIVER SCHOOLS
HOPE · HAPPINESS · SUCCESS
BAGOSENDAM · MINWAANIGOZI · GASHKITOON

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

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

Policy 706 Appendix A

DONATION RECEIPT FORM

Please complete the following, sign & return to the building principal or superintendent. Superintendent will present to the Deer River Board of Education for approval. Keep a copy for the site (Elementary or Secondary) records.

DEER RIVER STAFF NAME: Maureen Morrow DATE: 05-05-22
(Person receiving donation) (please print)

JOB/POSITION: Junior Class Advisor BUILDING: DRHS

DONATION RECEIVED FROM: Deer River Co-Op Credit Union
(Organization or Individual)

Does donor prefer to remain anonymous: YES____ NO X

☒ **FINANCIAL DONATION**

Amount of Donation: $ 50.00 Cash_____ Check# 84641

Intended purpose: _____

☐ **FINANCIAL DONATION**

Amount of Donation: $_____ Cash_____ Check#_____

Intended purpose:_____

Employee Signature	05-05-22 Date	Principal Signature	5/9/2022 Date
Superintendent Signature	6/7/22 Date	Board Rep. Signature	Date

Disclaimer: Once accepted, a gift shall be the property of the School District unless otherwise provided in agreed upon terms.

_____introduced the following resolution and moved for its adoption:

RESOLUTION FOR ACCEPTANCE OF DONATIONS

WHEREAS, the following has been generously donated:

Amount/Value of Item	Donor
$1068	Jacob Stark Family Memorial
$500	Essentia Health
$200	Treasurer of Itasca County
$50	Gaalaas Orthodontics
$50	Grand Rapids State Bank
$50	Lee Jess, DDS
$50	Deer River Co-Op Credit Union

_____duly seconded the motion for adoption of the foregoing resolution.

Voting in favor of the resolution:

THEREFORE, BE IT RESOLVED by the Deer River School Board to gratefully accept these gifts.

The foregoing resolution was approved on:

June 13, 2022

SCHOOL BOARD OF
INDEPENDENT SCHOOL DISTRICT 317

_____

Clerk of the School Board