

## **Amended Agenda. St. Anthony New Brighton School Board Meeting**

Tuesday, February 4, 2025 6:00 pm Listening Session, 6:30 pm Board Meeting  
Listening Session and Regular Meeting, Community Services, 3301 Silver Lake  
Road NE, St. Anthony, MN 55418

1. \_\_\_\_\_
2. **Call to order Regular School Board Meeting**  
Ben Phillip, School Board Chair (2 minutes)
3. \_\_\_\_\_
4. **Approval of amended agenda**  
Ben Phillip, School Board Chair (2 minutes)
5. \_\_\_\_\_
6. **Minutes from the January 21, 2025 Board Meeting**  
Ben Phillip, School Board Chair (2 minutes)
7. \_\_\_\_\_
8. **Approval of Consent Agenda**  
Ben Phillip, School Board Chair (2 minutes)
9. \_\_\_\_\_
10. **Report - Facilities**  
Dr. Troy Urdahl, Director of Athletics, Activities, and Facilities  
(10 minutes)
11. \_\_\_\_\_
12. **(Action) Enrollment Target**  
Hope Fagerland, Executive Director of Academics (5 minutes)
13. \_\_\_\_\_
14. **(Action) AIPAC Concurrence**  
Anna Randt, Family and Student Support Coordinator (5 minutes)
15. \_\_\_\_\_
16. **(Action) Paraprofessional and Clerical 2024-2026 Contract**  
Dr. Tim Anderson, Executive Director of Human Resources and  
Operations (5 minutes)
17. \_\_\_\_\_
18. **(Action) Policy 516, final reading**  
Dr. Cassandra Palmer, School Board Vice Chair (5 minutes)
19. \_\_\_\_\_
20. **(Action): Policy 530, final reading**  
Dr. Cassandra Palmer, School Board Vice Chair (5 minutes)
21. \_\_\_\_\_
22. **(Discussion) Policy 202.1, first reading**  
Dr. Cassandra Palmer, School Board Vice Chair, (10 minutes)
23. \_\_\_\_\_
24. **(Discussion) Policy 214, first reading**  
Dr. Cassandra Palmer, School Board Vice Chair (5 minutes)
25. \_\_\_\_\_
26. **(Discussion) ISD 282 Budget Model**  
Hope Fagerland, Executive Director of Academics (20 minutes)
27. \_\_\_\_\_
28. **ISD 282 Updates**  
Hope Fagerland: Executive Director of Academics (10 minutes)
29. \_\_\_\_\_

30. **Legislative Updates**

**Laura Oksnevad, School Board Director (15 minutes)**

31. \_\_\_\_\_

32. **School Board Member Updates (10 minutes)**

**School Board Members**

33. \_\_\_\_\_

34. **Adjourn School Board Meeting**

**Ben Phillip, School Board Chair (2 minutes)**

St. Anthony – New Brighton  
Independent School District 282  
SANB Media Center, 3303 33<sup>rd</sup> Ave NE  
St. Anthony, MN 55418

Regular and Work Session Meeting - Tuesday, January 21, 2025, 6:30 pm;

**Members Present:** Chair Ben Phillip, Vice-Chair Dr. Cassandra Palmer, Director Laura Oksnevad, Treasurer Mike Overman, and Director of Community Services and Communications Wendy Webster, Superintendent Corneille’s designee

Members absent: Director Dr. PJ Striker, Director Laurel Hood, and Superintendent Dr. Renee Corneille

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CALL TO ORDER REGULAR MEETING

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Call to order Regular School Board Meeting at 6:30 pm  
Ben Phillip, School Board Chair

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APPROVAL OF AGENDA

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Ben Phillip, School Board Chair  
A motion to approve the agenda was made by Dr. Cassandra Palmer and was seconded by Laura Oksnevad.  
The Motion carried 4/0.

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MINUTES

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Approval of 1/7/2025 Organizational and Board Meeting Minutes  
Ben Phillip, School Board Chair  
Mike Overman moved to approve; Laura Oksnevad seconded.  
The Motion carried 4/0.

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CONSENT AGENDA

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Ben Phillip, School Board Chair  
Dr. Cassandra Palmer moved to approve, Laura Oksnevad seconded.  
The Motion carried 4/0.

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(Action) Pay Equity Report.

Phan Tu, Controller presented

Phan Tu presented the Pay Equity Report to the School Board. Board Chair Phillip proposed a "Motion to accept the Pay Equity Report as presented." Board members responded "aye" (in favor) of the motion. The Motion carried 4/0.

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Regular School Board Meeting

Ben Phillip, School Board Chair

Regular Board Meeting was adjourned at 6:40 pm

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Call to order Work Session

Ben Phillip, School Board Chair

The Work Session was called to order at 6:40 pm.

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APIAC Discussion

Anna Randt, Family and Student Support Coordinator

Anna Randt presented an overview of APIAC at the meeting.

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Boys Volleyball

Dr. Troy Urdahl Director Athletics, Activities, Facilities & Transportation

Dr. Urdahl presented the Boys volleyball overview. The Board shared their views and the program was approved on a probationary status.

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24-25 Budget Update

Phan Tu - Controller

Phan provided an overview of the budget. A 2nd overview will be provided at the April 2025 Board Meeting.

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Board Committee Assignments

Ben Phillip, School Board Chair

A draft of Board Committee Assignments was presented. Chair Phillip asked Board members to provide feedback to Chair Phillip.

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Potential 2025-2026 Enrollment Projections

Wendy Webster, Director of Community Services and Communications provided the 25-26 overview of enrollment projections.

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ISD282 Updates (5 minutes).

Wendy Webster - Director of Community Services and Communications provided an overview of activities throughout ISD282.

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Policies 516 and 530 2nd readings

Dr. Cassandra Palmer, Policy Committee Chair and Lori Watzl-King, Wellness Coordinator Presented Policy 516 and 530 for 2nd readings. Policy 530: The policies will be added to the 2/7/2025 meeting agenda for final approval.

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School Board Members Presented their updates

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Adjourn Work Session

Ben Phillip, School Board Chair (2 minutes)  
Meeting adjourned at 8:23 pm

Upcoming meeting February 4, 2025

*Signed: Laurel Hood - School Board Clerk*

*Attest: Sally Sawyer*

**SCHOOL BOARD CONSENT AGENDA**  
**2/4/2025**

PRESENTER(S): School Board Chair

**1. Personnel**

Hire(s)

Last Name	First Name	Position	School	Date Effective
Ware	A'Byrana	Special Education Para	HS	2/3/2025

Resignation(s)

Last Name	First Name	Position	School	Date Effective

Retirement(s)

Last Name	First Name	Position	School	Date Effective
McDonough	Todd	Mechanical Engineer	Wilshire Park	6/6/2025

LOA requests:

Last Name	First Name	Position	School	Date Effective
Corneille	Renee	Superintendent	District Office	1/15/2025

**c. Payment of Bills Checks Paid 01/03/2025**

01- General Fund	\$139,052.40
02- Food Service	\$27,079.58
03- Transportation	\$4,009.57
04- Community Serv Fund	\$803.39
05- Capital Expenditure Fund	\$21,981.51
25- Student Activities	\$4,985.68
<b>Total: \$</b>	\$197,912.13

**c. Payment of Bills Checks Paid 01/17/2025**

01- General Fund	\$109,531.74
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02- Food Service	\$31,039.04
03- Transportation	\$118,524.09
04- Community Serv Fund	\$19,404.70
05- Capital Expenditure Fund	\$93,717.78
08- Agency Fund	\$4,000.00
<b>Total: \$</b>	<b>\$376,217.35</b>

# Facilities Update

**SANB School Board**

February 4, 2025

# Facilities Update

## Agenda

1. LTFM
2. Recently completed Projects
3. Upcoming Projects
4. MDE Restroom Grant
5. Future Planning

# LTFM Budget

## Funding

- **Approximately \$760,000 per year**
- **Have begun the annual review process**

# LTFM Projects 2025

Will provide a full LTFM update to the board this spring

- Roof Top Unit 10 replacement
- Lower Gym Bleachers (upper Mezzanine/lower west side)
- Central park safety netting

# Additional 2025 LTFM Summer Work

- Door replacement
  - Stage, Art Room, Room 116, Room 103
  - Lower gym Storage closet
- Lower Gym Floor Refinish / Repainting
- Sidewalk Fixes

# Recently Completed Projects

- Water Heater replacement (HS/MS)
- Pour in Place playground (WP)
- Lighting in Auditorium
- Office Addition in Room 205
- Water line fix in room 207

# Upcoming Projects

- Staffing
- Rooftop Units at Wilshire Park
- HS / MS Floors

# Gender-Neutral Restrooms

## Single-User Restrooms

- The School District received \$75k in grants from MDE for the construction of single-user restrooms in the HS/MS building
- Work will begin in the spring of 2026
- This grant will be coupled with other funding sources to accomplish a more comprehensive restroom plan

# Gender-Neutral Restrooms Budget

Funding Source	Amount	Estimated Expenses	Amount
LTFM	\$550,000	Construction	\$500,000
MDE Grant	\$75,000	Contingency	\$31,250
		Owner Costs	\$93,750
TOTAL	\$625,000	TOTAL	\$625,000

# Future Planning Needed

## Facilities Studies

- **Future planning and budget considerations are needed for a more comprehensive facilities plan.**
  - **Wold Facilities Study recommendations**
  - **Future guidance and support**

# Questions?

Thank you!



### **RESOLUTION TO LIMIT THE ENROLLMENT OF NONRESIDENT PUPILS**

WHEREAS, Minnesota Statutes 124D.03, Subd. 2, Limited enrollment of nonresident pupils, gives school boards the authority to limit, by resolution, the number of nonresident pupils in its schools or programs and the limit must not be less than the lesser of: 1) one percent of the total enrollment at each grade level in the district; or 2) the number of district residents at that grade level enrolled in a nonresident district; and

WHEREAS, Minnesota Statutes 124D.03, Subd. 6, Basis for decisions, requires the school board to adopt, by resolution, specific standards for rejection of an enrollment application of a nonresident pupil and this standard may include the capacity of a program (excluding special education services), class, or school building; and

WHEREAS, the School Board of Independent School District No. 282 has determined a limit of nonresident pupil enrollments is necessary because of capacity constraints in the programs, classes, or buildings of Independent School District No. 282;

THEREFORE, BE IT HEREBY RESOLVED, by the School Board of Independent School District No. 282 that the following limits per class be put in place beginning July 1, 2025 for the 2025-2026 school year; and school district administration will provide the required reporting to the Minnesota Commissioner of Education as required by statute.

Kindergarten Grade Level Capacity: **110 Students**

First Grade Level Capacity: **110 Students**

Second Grade Level Capacity: **115 Students**

Third Grade Level Capacity: **125 Students**

Fourth Grade Level Capacity: **125 Students**

Fifth Grade Level Capacity: **125 Students**

Sixth Grade Level Capacity: **150 Students**

Seventh Grade Level Capacity: **150 Students**

Eighth Grade Level Capacity: **150 Students**

Ninth Grade Level Capacity: **200 Students**

Tenth Grade Level Capacity: **200 Students**

Eleventh Grade Level Capacity: **200 Students**

Twelfth Grade Level Capacity: **200 Students**

# Annual Compliance/Vote of Concurrence or Nonconcurrence

District, Charter, or Tribal School Name: Saint Anthony-New Brighton ISD282

## The American Indian Parent Advisory Committee Vote

### *The AIPAC Issued a Vote of Concurrence*

Date of Concurrent Vote: \_\_\_\_\_

Date the AIPAC presented to the school board: \_\_\_\_\_

### *The AIPAC Issued a Vote of Nonconcurrence*

A vote of nonconcurrence requires the AIPAC to provide specific written recommendations for improvement to the school board. The school board is required to respond in writing to each recommendation within 60 days of the recommendations being put forth. The school board must provide this written response to both the AIPAC and to the Office of Indian Education.

Date of Nonconcurrent vote: \_\_\_\_\_

Date the AIPAC presented to the school board: \_\_\_\_\_

Date the written response from the school board is due: \_\_\_\_\_

### *The District/School Does Not Have an AIPAC*

The district has not yet formed an AIPAC, but recognizes the need to do so in order to remain compliant with Minnesota Statutes, section 124D.78. By signing below, the district/school leadership commits to working with the Office of American Indian Education on committee formation.

## Required signatures

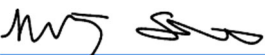
*\*Digital signatures are accepted*

\_\_\_\_\_  
School Board Chairperson

\_\_\_\_\_  
Date

\_\_\_\_\_  
Superintendent or Charter/Tribal School Director

\_\_\_\_\_  
Date



[Misty Sutherland \(Jan 30, 2025 12:35 CST\)](#)

\_\_\_\_\_  
01/30/25

\_\_\_\_\_  
AIPAC Chairperson

\_\_\_\_\_  
Date

# The American Indian Parent Advisory Committee Resolution

**WHEREAS**, the school board or district has an AIPAC composed of parents/guardians of American Indian children who are eligible for Indian education programs, American Indian language and culture teachers and paraprofessionals, American Indian teachers, American Indian counselors, American Indian adults enrolled in educational programming, and American Indian representatives from community;

**WHEREAS**, the school board or district affords the AIPAC the necessary information and the opportunity to effectively express their views concerning all aspects of American Indian education and the educational needs of the American Indian children enrolled in the school(s) and program(s); and,

**WHEREAS**, the AIPAC is directly involved with and advises the school board and district staff on Indian Education program planning; and,

**WHEREAS**, the AIPAC develops and submits recommendations to the school board and district staff pertaining to the needs of American Indian students.


**THEREFORE BE IT RESOLVED**, that the AIPAC concurs that the school board and district are compliant with Minnesota Statutes, section 124D.78, and that the school board and district are meeting the needs of American Indian students.

\_\_\_\_\_ **We, the American Indian Parent Advisory Committee**, issue a **Vote of Concurrence**. We attest that the school board and/or district are compliant with Minnesota Statutes and that the school board and/or district are meeting the needs of American Indian students; **or**,

\_\_\_\_\_ **We, the American Indian Parent Advisory Committee**, issue a **Vote of Nonconcurrence**. We attest that the school board and/or district are not compliant with Minnesota Statutes and that the school board and/or district are not meeting the needs of American Indian students. We have provided written recommendations for improvements to the school board, and we acknowledge that the school board has 60 days from the receipt of these recommendations in which to respond, in writing, to each recommendation.

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AIPAC Chairperson Printed Name and Signature



Misty Sutherland (Jan 30, 2025 12:35 CST)

Date

01/30/25

# American Indian Education Aid Program Plan Review

This document serves as the foundation for how your district is fulfilling the measurable goals of the program plan, reviewed and approved by the Office of American Indian Education at the Minnesota Department of Education. This document is necessary to submit with your compliance documentation and eligibility for American Indian Education Aid next year.

Focus Area	Measurable Goal	Progress towards Goal	Is Progress sufficient for concurrence?
Support postsecondary preparation for pupils	The American Indian liaison will work with the counselors of 9-12th graders. The liaison will make sure that 100% of students are on track to graduate, specifically, they will monitor credits of 10th and 11th graders. With a focus on improving participation by students, the liaison will work with the school counselors to provide resources for academic and career readiness assessments.	All high school student credits are monitored by the high school counselors. Counselors meet with individual students during the student's 11th and 12th grade years, or earlier if the student is not on track to graduate. All HS students have access to Xello, which is a career and college readiness software program. Of our American Indian HS students, 33% are on track to graduate.	Yes
Support the academic achievement of American Indian students	Elementary and secondary students who identify as American Indian will have the option of reading tutoring by licensed teachers for 45 minutes, once a week. Progress will be monitored by FastBridge.	Tutor position has been created and will be posted. On average, American Indian students are achieving above the district average.	Yes
Focus Area	Measurable Goal	Progress towards Goal	Is Progress sufficient for concurrence?
Make curriculum relevant to the needs, interests, and cultural heritage of American Indian pupils	As a district, we have focused on standards-based instruction. Minnesota state standards integrate the lived experiences of our American Indian students. Through the required instruction of state standards, this ensures that all students are taught explicitly about American Indian history and current lived experiences.	District liaison is meeting with Effective Instruction (EI) bi-weekly discussing culturally inclusive teaching and curriculum. The district liaison has also communicated with the calendar committee on culturally appropriate and inclusive names for school breaks.	Yes
Provide positive reinforcement of the self-image of American Indian pupils	Our AIPAC group would like to continue to build relationships with all American Indian families in	Meetings have been scheduled and held on a monthly or bi-monthly basis throughout the 24-25	Yes

	the district. We would like families to be represented and be able to provide feedback and planning in their involvement through our meetings. By doing this we will build our collective cultural capacity of the group.	school year.	
Develop intercultural awareness among pupils, parents, and staff	Our AIPAC group will establish a page on our district website (www.isd282.org) in which upcoming events or information could be shared easily with our students, parents, and staff. The district liaison will also send out events on a monthly basis to AIPAC and encourage members to share information on events to liaison to be shared out.	The web page is currently being worked on, but has not been published. As of now, information is shared through principal newsletters, social media, internal staff communications, and the main district website. The district liaison has sent out monthly events as of 1/31.	Yes
Supplement (not supplant) state and federal educational and co-curricular programs	All of the activities and programs that will take place through the American Indian Education Plan will supplement state and federal educational and co-curricular programs specific to American Indian students. The parent-requested support for students occurs outside of the regular school day.	The district liaison has supported American Indian families in accessing money to pay for extracurricular activities to focus on inclusion.	Yes

**Approval**



[Misty Sutherland \(Jan 30, 2025 12:35 CST\)](#)

01/30/25

AIPAC Chairperson

Date

Director of Indian Education

Date

**Master Contract  
between  
The School Board of  
Independent School District 282  
and  
School Service Employees SEIU Local 284  
Para Educators and Clerical Support**

**2024-2026**

*It is the St. Anthony New Brighton School District's policy to provide equal educational opportunity for all students and to provide equal employment opportunity for all employees. The district does not discriminate in admission, treatment, employment or access to its programs or activities. In addition, the School District does not unlawfully discriminate on the basis of race, color, creed, religion, national origin, sex, marital status, parental status, status with regard to public assistance, disability, sexual orientation or age.*

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### **Article I: Purpose of Contract**

**Section 1 Parties** This Contract, entered into between the School District of Independent School District# 282, St. Anthony, Minnesota, hereinafter referred to as the School District , and the School Service Employees, Local No. 284, hereinafter referred to as the Union, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended hereinafter referred to as the PELRA, to provide the terms and conditions of employment for Staff Assistants employees during the duration of this Contract.

### **Article II: Recognition of Exclusive Representation**

**Section 1 Recognition** In accordance with the PELRA, the School District recognizes the School Service Employees Union, Local 284 as the exclusive representative of Staff Assistant employees employed by the School District . The Union shall have those rights and duties as prescribed by the PELRA and as described in the provisions of this Contract.

**Section 2 Appropriate Union** The Union shall represent all such employees of the School District contained in the appropriate unit as defined in Article III, Section 2 of this Contract and as certified by the Director of the Bureau of Mediation Services (Case No. 76-PR-1009A).

### **Article III: Definitions**

**Section 1 Terms and Conditions of Employment** Shall mean the hours of employment, the compensation therefore including fringe benefits and personnel policies affecting the working conditions of the employees that are established by this Contract.

**Section 2 Description of Appropriate Unit** For the purpose of this Contract, the term employee shall mean all and Para Educators and Clerical Support personnel employed by Independent School District No. 282 excluding supervisory employees, confidential employees, part-time employees whose employment does not exceed the lesser of fourteen (14) hours per week or 35% of the normal work week,

or temporary employees employed for less than sixty-seven (67) work days per calendar year.

**Section 3 Full Time/Part Time** A full time employee is one who works at least 30 hours per week. A part-time employee is one who works less than 30 hours per week.

**Section 4 School Board** Shall mean the School District of Independent School District 282 or its designated representative.

**Section 5 Other Terms** Terms not defined in this Contract shall have those meanings as defined by the PELRA.

#### **Article IV: School Board Rights**

**Section 1 Inherent Managerial Rights** The Union 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 function and programs of the School Board, its overall budget, the utilization of technology, the organizational structure, and the selection, direction, and number of personnel.

**Section 2 Management Responsibilities** The Union recognizes the rights and obligation of the School District to efficiently manage and conduct the operation of the School District within its legal limitations and with the primary obligation to provide educational opportunity for the students of the School District.

**Section 3 Effect of Laws, Rules and Regulations** The Union recognizes that all employees covered by this Contract 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 Union 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 the terms of this Contract. The School District, all employees covered by this Contract, and all provisions of this Contract are subject to the laws of the State. Any provision of this Contract found to be in violation of any such laws, rules, regulations, directives or orders shall be null and void and without force and effect.

**Section 4 Reservation of Managerial Rights** The foregoing enumeration of School District 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 Contract are reserved to the School District.

#### **Article V: Union Rights**

**Section 1 Right to Views** Nothing contained in this Contract shall be construed to limit, impair or affect the right of any employee or the representative of any employee 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 Union.

**Section 2 Right to Join** The School District agrees that all employees shall have the right to join or not to join the Union. The School District will not discriminate for or against any employee with respect to the hours, wages, or other terms established by this Contract because of membership or non-membership in the Union.

### **Section 3 Request for Dues Check-Off**

*Subd. 1* Employees have the right to request and be allowed payroll deduction for the Union and for the Union's political action committee. The District will commence deductions within thirty (30) days of receiving notice from the Union of the authorized deduction(s). The District will remit deductions to the Union within thirty (30) days of the deduction. The notice will include certification from the Union that the Union has and will maintain a signed authorization from the employee for whom deductions will be made. A valid signed authorization includes, but is not limited to, an electronically signed authorization. The District may require a copy of the signed authorization form only if a dispute arises about the existence or terms of the authorization. The dues deduction authorization remains in effect until the District receives notice from the Union that an employee has changed or cancelled their authorization in writing in accordance with the terms of the original authorizing document.

*Subd. 2* The check-off dues shall be made each month and transmitted to the Union together with a list of names of the employees from whom deductions were made.

*Subd. 3* The Union hereby warrants and covenants that it will defend, indemnify and hold the School Board harmless from any and all actions, suits, claims, damages, judgments and executions or other forms of liability, liquidated or unliquidated, which any person may have or claim to have, now or in the future, arising out of or by reason of the dues deduction specified by the Union as provided herein.

*Subd. 4* Within twenty (20) calendar days from the date of hire of an employee, the District will provide the following contact information to the Union: name, job title, worksite location (including location within a facility when appropriate), home address, work telephone number, home and personal cell phone numbers on file with the District, date of hire, work email address, personal email address on file with the District, wage, number of hours normally scheduled in a day, number of duty days contracted for, and whether the position is a nine (9) month or twelve (12) month assignment. The District will provide this information to the Union in a format acceptable to the Union. The district shall inform the union representative(s) and steward(s) of all new hires immediately upon hire. The Union steward and or business agent will be given an the opportunity to address employees regarding membership in the collective bargaining unit for thirty (30) minutes within thirty (30) calendar days from the date of hire, during new employee orientations or (if the District does not conduct new employee orientations) at individual or group meetings. All employees participating in these meetings will be in paid status. The District will make every reasonable effort to provide at least five days' notice in advance of an orientation. Meetings may be held virtually or for longer than 30 minutes only by mutual agreement of the District and the Union.

*Subd. 5* The District will allow the Union to communicate with bargaining unit members using their employer-issued email addresses regarding collective bargaining, the administration of the collective bargaining agreement, the investigation of grievances, other workplace-related complaints and issues, and internal matters involving the governance of business of the Union, consistent with the District's generally applicable technology use policies. The District will allow the Union to meet with bargaining unit members in District facilities regarding collective bargaining, the administration of the collective bargaining agreement, grievances and other workplace-related complaints and issues, and internal matters involving the governance or business of the Union, provided such allowance does not interfere with the District's business operations.

## **Article VI: Insurance**

**Section 1 Life Insurance** The School District shall contribute one hundred percent (100%) of the monthly premium cost of a fifty thousand dollar (\$50,000) group term life insurance policy for all eligible and enrolled employees. The group life insurance policy will provide one hundred thousand dollars (\$100,000) in the event of accidental death.

**Section 2 Income Protection** The School District shall provide each eligible employee, group income protection coverage subject to the following conditions:

*Subd. 1* The policy shall have a ninety (90) day continuous calendar day waiting period before benefits begin.

*Subd. 2* The policy shall provide a benefit of 2/3 of the employee's monthly salary to a maximum of \$2,000 per month. In no case shall the employee's total net compensation while on disability exceed the normal net compensation of that employee.

*Subd. 3* The policy shall provide for benefit payments to an age in compliance with the Age Discrimination Employment Act or to termination of disability, whichever comes first.

**Section 3 Hospitalization** For the 2024-2025 and 2025-2026 school years, a hospitalization plan with surgical, major medical, and clinical coverage will be provided with a District contribution following Article X, Section C of the teacher's contract (See attachment at the end of this contract).

The District shall offer a high-deductible health insurance plan coupled with a VEBA Trust in addition to its other health insurance plans. Each employee who chooses to enroll in the high-deductible/VEBA plan shall receive a District contribution to a VEBA account set up for that employee. The following provisions shall apply to the high-deductible/VEBA plan offered by the District.

- a. Single coverage: The School District shall contribute according to Article X, Section C of the teacher's contract.
- b. Dependent Coverage: The School District shall contribute according to Article X, Section C of the teacher's contract.
- c. Timing of Deposits: VEBA deposits will be made twice annually. Deposits will be made once on October 1<sup>st</sup> or next business day if a weekend and on February 1<sup>st</sup> or next business day if a weekend.
- d. Administrative Costs: The School District shall contribute up to \$4.00 per account per month toward the cost of administering active employees' VEBA accounts.

**Section 4:** The District shall establish and maintain a dental insurance plan for all eligible employees during the 2024-2025 school year according to the rates below.

	<b>Base District Rate</b>	<b>Base Rate Employee</b>	<b>Total Monthly Premium</b>
Single	\$37.16	\$4.26	\$41.42

Family \$88.96 \$19.86 \$108.82

For the 2024-2025 school year, the District and employee will share equally (50/50) any increase in total monthly premium above the district's rate. The District's contribution for 2024-2025 shall be

equal to the District's base rate plus 50% of any increase beyond the total monthly premium as follows:

	<b>Base District Rate</b>	<b>Base Rate Employee</b>	<b>Total Monthly Premium</b>
Single	\$37.16	\$4.26	\$41.42
Family	\$88.96	\$19.86	\$108.82

**Section 5 Tax Sheltered Annuity** Employees may voluntarily participate at their cost, in a School District approved tax sheltered annuity program. All employees are allowed to make a change or addition once per calendar year. Employees making additions, adjustments, or cancellations of Tax Sheltered Annuity programs must notify the School District by October 1st of the school year of participation. A change could be made after October 1st for the following events: a marriage, divorce, or death of a spouse; birth or adoption of a child; loss or change of job by spouse.

**Section 6 Payroll Deductions** The difference between the monthly premium cost of the group insurance plan (single or family) and the School District's contribution established by Section 3 of this Article, shall be paid by enrolled employees through payroll deduction.

**Section 7 Voluntary Participation** Participation by any eligible employee in the insurance plans established by this Article is voluntary. Eligible employees who choose not to participate shall receive no additional compensation in lieu thereof.

**Section 8 Claims Against the School Board** The School District and the Union agree that any description of insurance benefits contained in this Article are intended to be informational only and the eligibility of any employee for benefits shall be governed by the terms of the insurance policies contracted by the School District and an insurance carrier pursuant to this Article. The School District's obligation is to contract for insurance policies and to contribute such amounts as established by this Article.

**Section 9 Eligibility** To be eligible for the full insurance contributions established by this Article, an employee must be employed for a normal work week of thirty (30) hours or more. Employees who work at least twenty (20) hours per week but less than thirty (30) hours shall be eligible for the insurance contribution on a prorated basis if they are eligible to participate under the terms of any existing insurance contracts.

**Section 10 Duration of Contribution** School District contributions established by this Article shall cease the day following an employee's discharge, resignation, retirement, lay off, death, or exhaustion of paid absence benefits established by Article VIII. This does not apply to scheduled periods of non-employment.

Article VII: Salaries

**Section 1 Pay Grades** The following positions are grouped in pay grades based on the employer's job evaluation system. Any position changes in pay grade or addition of new positions will be negotiated as needed. When a new position is added to the following wage schedule, the employee(s) in that position shall receive retroactive pay to the time when the employee(s) entered the bargaining unit or that position, whichever occurred later.

<u>Pay Grade 1</u> Lunch/Playground Assistant  <u>Pay Grade 3</u> Instructional/Special Ed Paraeducator Volunteer Coordinator (WP) Office Assistant CS Van Driver  <u>Pay Grade 4</u> Student Services Coordinator Counselor Administrative Assistant (HS) ISS Attendance Supervisor Health Assistant	<u>Pay Grade 2</u> Media Center Assistant Hall Monitor (HS)  <u>Pay Grade 5</u> Elementary School Administrative Assistant Middle School Administrative Assistant Administrative Services Coordinator Technology Support Specialist I Accounts Payable Community Services Administrative Assistant Special Education Administrative Assistant/Receptionist District Administrative Assistant High School Administrative Assistant Athletics/Activities/Facilities Administrative Assistant
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Pay Grade 6  
Technology Support Specialist II

Employees hired prior to July 1, 2000, whose job positions have been placed in a lower pay category through the job evaluation process will remain in their current pay category until such time as they terminate service with the School District. Employees hired after July 1, 2000, will be paid pursuant to the contract.

Schedule Notes:

1. Monthly rate of pay is determined by taking the hourly rate times 173.33.
2. Pay equity adjustments will be granted as required by the Pay Equity Act.
3. An incumbent in a position that is reclassified at a lower pay grade will remain at the existing pay grade. New Employees will enter at the newly reclassified pay grade.

Salary Schedule

<b>2024-2025</b>						
<b>Step</b>	<b>Pay Grade 1</b>	<b>Pay Grade 2</b>	<b>Pay Grade 3</b>	<b>Pay Grade 4</b>	<b>Pay Grade 5</b>	<b>Pay Grade 6</b>
<b>1</b>	\$ 18.41	\$ 19.51	\$ 20.24	\$ 22.01	\$ 22.42	\$ 31.87
<b>2</b>	\$ 19.27	\$ 20.99	\$ 21.20	\$ 23.02	\$ 23.43	\$ 32.94
<b>3</b>	\$ 20.19	\$ 21.47	\$ 22.20	\$ 24.03	\$ 24.46	\$ 34.47
<b>4</b>	\$ 21.03	\$ 23.50	\$ 23.99	\$ 26.13	\$ 26.57	\$ 37.62

2025-2026						
Step	Pay Grade 1	Pay Grade 2	Pay Grade 3	Pay Grade 4	Pay Grade 5	Pay Grade 6
1	\$ 18.41	\$ 19.51	\$ 20.24	\$ 22.01	\$ 22.42	\$ 31.87
2	\$ 19.27	\$ 20.99	\$ 21.20	\$ 23.02	\$ 23.43	\$ 32.94
3	\$ 20.19	\$ 21.47	\$ 22.20	\$ 24.03	\$ 24.46	\$ 34.47
4	\$ 21.03	\$ 23.50	\$ 23.99	\$ 26.13	\$ 26.57	\$ 37.62
5	\$ 21.78	\$ 24.25	\$ 24.74	\$ 26.88	\$ 27.32	\$ 38.37

Positions are grouped in pay grades based on the employer's job evaluation system.

If the employee's job is rated higher by the current Job Evaluation Committee than the previous ranking, the employee shall receive payment at the higher rate of pay retroactive to one month prior to the decision of the committee. Employees that move to another Pay Grade shall be placed on the same step level they held in their former Pay Grade.

**Section 2 Longevity** Employees shall receive additional hourly amounts of pay after they have completed the indicated number of years of service in the bargaining unit as listed below:

After 5 years of continuous service \$0.30  
 After 10 years of continuous service \$0.50  
 After 15 years of continuous service \$0.75  
 After 20 years of continuous service \$0.95

**Section 3 In-Charge Payment** An additional \$.80 per hour will be paid to library aides for each complete normal work day when the librarian for that station is scheduled to be off-duty due to reduction in force.

**Section 4 Lunch and Break Time** Two fifteen minute breaks, or the equivalent, will be allowed as a part of an eight hour day. Lunch time will be for one-half hour during the work day but is not a part of the eight hour work day. One fifteen minute break will be allowed for employees with less than an eight hour assignment. Lunch time for less than full-time will be one-half hour, but is not part of the work day.

**Section 5 Salary Schedule Placement** New employees will be placed on the wage schedule at the beginning step of the schedule. However, placement up to and including Step 5 may be authorized by the Superintendent following advance consultation with the union stewards.

**Section 6 Step Advancement** Employees shall advance on the Salary Schedule in accordance with the following:

*Subd. 1 Probationary Period* Following proficient completion of the probationary period established by Article XV, Section 1, employees will be advanced one step on the Salary Schedule.

*Subd. 2 Annual Step Advancement* Employees hired between July 1 and December 31 shall be

advanced one step on the Salary Schedule effective as of the following July 1 and each July 1 thereafter until the top step of the Salary Schedule is reached. Employees hired between January 1 and June 30 shall be advanced one step on the Salary Schedule as of July 1 of the following calendar year and each July 1 thereafter until the top step of the Salary Schedule is reached. Employees hired at and placed on Step 2 or 3 of the Salary Schedule will advance on the steps as outlined in Subd. 1 of this Article.

## **ARTICLE VII: Salaries**

### **Salary Schedule**

**Section 6 Step Advancement** Employees shall advance on the Salary Schedule in accordance with the following:

*Subd. 1 Probationary Period* Following ***proficient*** completion of the probationary period established by Article XV, Section 1, employees will be advanced one step on the Salary Schedule.

**Section 7 Pay Day** Employees shall be paid on the 15th and last day of each month, commencing on approximately September 15th and ending on approximately June 15th.

**Section 8 Mileage** Employees who are required to use their personal vehicles in the performance of assigned duties shall be reimbursed at the current federal mileage reimbursement rate.

**Section 9 Substitute and Former Employees** Daily Substitutes shall be paid at the Pay Grade 1 Step 1. Long Term Substitutes who work 30 consecutive days will be paid at Pay Grade 1 Step 2 rate starting day 31. Former Employees (defined in Article III Section 2) will be paid at the Pay Grade 1 Step 2.

## **Article VIII: Paid Absence**

**Section 1 Vacation** Employees who work at least 30 hours per week shall receive vacation in accordance with the following:

*Subd. 1* Employees working at least 30 hours/week

Years of Employment Hours Earned per

Month Start of employment through five years 6 2/3 hours

Start of the 6th year of employment through 10 years 10 hours Start of the 11th year of employment through 15 years 14 hours Start of the 16th year of employment & thereafter 16 hours

*Subd. 2* Hours earned are based on a 40 hour normal work week. Employees who resign or are dismissed during the first 90 calendar days of the employment (probationary period) shall not earn vacation.

*Subd. 3* In general, vacation leave shall be scheduled at times during the employee's work year that do not interfere with school operation. All vacation leave requests for days while students are in session must have the prior approval (two weeks prior to the vacation) from direct supervisor, the superintendent or designee. Employees will have confirmation or denial of requests within two duty days.

*Subd. 4* An employee who has earned but not used vacation days at the end of the school year shall be compensated by August 15th of next fiscal year for the following number of vacation days according to the schedule below:

Start of employment through five years 3 days  
6th year of employment through 10 years 6 days  
11th year of employment through 15th year 8 days  
16th year of employment and thereafter 10 days

*Subd. 5* Employees who work at least 30 hours per week shall receive their yearly annual vacation at the start of each school year. If an employee's employment terminates for any reason before the school year ends, any vacation time taken prior to actual accrual amount (identified in Article VIII, Section 1 Subd. 1) will be deducted from the employee's final paycheck.

**Section 2 Vacation (Less Than 30 Hour Employees):** Bargaining unit employees who work less than 30 hours per week shall accrue annual leave as follows:

- One-half (1/2) day per year for years one through five.
- One (1) day per year after five (5) years of service in the school district.
- Three (3) days per year after ten (10) years of service in the school district.

**Section 3 Wellness Incentive** Bargaining unit employees who do not utilize sick leave day from July 1 of one year to June 30 of the subsequent year shall receive: payment of compensation earned in two (2) normal work days for each eligible employee. This payment will be made on August 15<sup>th</sup> of the year following the fiscal year in which no sick leave was used. Eligible employees for this benefit must notify the Business Office by June 15<sup>th</sup>.

**Section 4 Sick Leave** Bargaining unit employees are eligible for sick leave as follows: *Subd. 1* Sick leave with pay shall be granted to eligible employees in the amount of one (1) day per month for absences necessitated by:

- 1.1 the illness of an employee which prevents the adequate performance of job duties and responsibilities;
- 1.2 the serious illness of a member of the employee's immediate family for which other reasonable arrangements for care cannot be made; and

*Subd. 2* The District has the right to verify the use of sick leave by requiring the submission of a written report of a medical authority.

*Subd. 3* For the purposes of this section, immediate family shall mean: father, mother, spouse, child, sister, brother, grandmother, grandfather, grandchild, mother-in-law, father-in-law, sister-in law, brother-in-law, significant other, parents of significant other, or children of significant other.

*Subd. 4* The amount of time granted due to a death in an employee's immediate family shall be determined by the School Board. Leave taken under this Subdivision will not impact the wellness incentive referenced in Section 2 of this Article.

*Subd. 5* Unused sick leave may be accumulated to a maximum of 130 days.

*Subd. 6* Sick leave for employees who do not work a normal work year will be prorated based on one day of sick leave for each month of employment.

**Section 5 Personal Leave** Three (3) personal leave days shall be granted each normal school year for

full time employees for incidents involving special obligations or emergencies which cannot be scheduled on non-duty days and are not authorized under other paid leave provisions. Part-time employees shall receive three personal leave days each year. This deduction will not affect the wellness incentive in Sec. 3. Such days shall be granted by the Superintendent according to the following guidelines:

*Subd. 1* A satisfactory explanation and prior approval by the Superintendent shall be necessary if the personal leave day requested falls on a day immediately preceding or following school calendar holidays and scheduled recess periods.

*Subd. 2* Personal leave days taken at other times shall require no explanation. The employee shall, however, state in writing prior to the absence that the leave is to be taken for important personal business, not of a recreational nature, that cannot be conducted on a non-duty day.

*Subd. 3* In emergency situations, a written request for personal leave may be submitted after the fact. It is understood that the employee will assume the responsibility in such an emergency of notifying his/her supervisor at the earliest possible time.

*Subd. 4* Examples of some legitimate claims for personal leave:

- Closing procedures for sale or purchase of home.
- Urgent legal matters or matters related to the settlement of a relative's estate.
- Special examinations administered by universities in connection with degree programs.
- Religious observances.
- Pallbearer or funeral services of close relative, or very close friend, not covered by other paid absences provisions.
- Weddings in immediate family or attendant at a wedding of a close friend.

*Subd. 5* Examples of some situations that will not receive approval for personal leave with pay:

- Personal recreation activities.
- Interview and examinations for other positions outside of the system.
- Convention attendance with spouse.
- Activities which are for profit or pay.

*Subd. 6* Under no circumstances may personal leave be used to engage in a strike, picketing, bannering or any other concerted activity regarding conditions of professional service or policies of the School Board or in activities which disrupt the normal activities of any school.

*Subd. 7* Personal leave days may accumulate to a maximum of five (5) days.

*Subd. 8* Employees may with written request to payroll by June 15 cash out up to one (1) personal leave day a year at their current hourly rate.

## **Section 6 Worker 's Compensation Policy**

*Subd. 1* Upon the request of an employee who is absent from work as a result of a compensable injury or illness under the provisions of the Worker's Compensation Act, the School Board will pay the difference between the compensation received pursuant to the Act by the employee and the employee's regular rate of pay to the extent of the employee's earned accrual of sick leave and/or vacation.

*Subd. 2* A deduction shall be made from the employee's earned accrual of vacation or sick leave according to the pro-rata portion of sick leave or vacation days which are used to supplement the Worker's Compensation benefit.

*Subd. 3* Such payment shall be paid by the School Board to the employee only during the period of disability.

*Subd. 4* In no event shall the additional compensation paid to the employee by virtue of sick leave and/or vacation pay result in the payment of a total daily, weekly, or monthly compensation that exceeds the normal compensation of the employee.

*Subd. 5* An employee who is absent from work as a result of an injury or illness compensable under the Worker's Compensation Act who elects to receive sick leave and/or vacation pay pursuant to the provisions of this Section shall submit the employee's compensation check endorsed to the School Board.

**Section 7 Holidays** Employees who work 30 hours per week or more shall be eligible for the following holidays. Employees who work at least 20 hours per week but less than 30 hours per week shall be eligible for three (3) of the holidays, indicated by the asterisk (\*).

The following ten (10) days will be considered paid holidays:

Independence Day Christmas Day\*

Labor Day New Year's Day

Thanksgiving Day\* Martin Luther King Day, or other day, as designated Friday following

Thanksgiving Presidents' Day\*

Christmas Eve Day Memorial Day

*Subd. 1* Floating Holidays

Four (4) additional paid holidays shall be observed for employees scheduled for a normal work week of 30 hours or more. The floating holidays shall be on days designated by the Superintendent. Floating holidays will be assigned during the normal work year of eligible employees.

**Section 8 Jury Duty** Bargaining unit employees summoned to jury duty may be granted paid absence, not deducted from sick leave, for the normal work days the employee is required to serve on jury duty. Employees granted paid absence for jury duty shall be paid their normal daily salary less jury duty fees for each normal work day the employee is required to serve on jury duty.

**Section 9 Bereavement Leave** Upon advance notice and arrangement with the Superintendent, up to five days paid leave, noncumulative, may be used for the attendance at or arrangement of the funeral of an employee's spouse, child, parent, dependents, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, significant other, parents of significant other, children of significant other, or brother or sister of significant other. *Additionally, upon advance notice and arrangement with the Superintendent, up to two (2) days paid leave, noncumulative, may be used and be deducted from sick leave in the event of the death of the employee's aunt, uncle, cousin, niece, nephew, grandparent, grandchild, as well as in-laws or stepfamily members of the same relationship, or any person who has been a member of the employee's household immediately prior to the death of the individual.* Bereavement leave for immediate family members will not be deducted from sick days. Additional days may be granted at the discretion of the Superintendent.

## Article IX: Unpaid Leaves of Absence

**Section 1 Child Care Leave** The School Board will grant a leave to an employee who makes a written

application for such a leave subject to the following:

*Subd. 1* The employee shall submit written application for a child care leave to the School Board at least 90 calendar days prior to the desired commencement of the leave except in the case of adoption. In that case the employee should, upon learning of the date of adoption, submit a written application for a request of child care leave to the School Board.

*Subd. 2* Child care leave will commence at a date mutually agreed upon, not to exceed fifteen (15) calendar months. Upon signifying an interest to return to duty in writing, the School Board shall determine a mutually agreeable date of return. If there is no mutual agreement the School Board shall establish the date of return after taking into consideration individual characteristics and capacities, the ability to perform the duties of employment, efficiency, willingness to return to work, and the staff assistant's program. Employees shall be reinstated to their original position of like status. In the case of childbirth, the School Board may request the employee to furnish a statement from the employee's attending physician to help determine personal medical safety.

*Subd. 3* The employee shall retain all seniority and fringe benefits which had accrued prior to taking the child care leave.

*Subd. 4* This shall be a leave of absence without pay during which an employee shall not accrue fringe benefits or be eligible for School Board insurance contributions, but shall accrue seniority.

*Subd. 5* Employees may simultaneously use their accumulated sick leave during the Family Medical Act (FMLA) absence only to the extent of the employee's six (6) weeks period of disability or eight (8) weeks of cesarean birth as certified by the employee's attending physician.

*Subd. 6* A parent may take up to 6 weeks paid leave out of their accumulated sick leave balance to care for their child and the child's mother.

**Section 2 Leave of Absence Without Pay** A leave of absence without pay may be approved by the School Board upon the recommendation of the Superintendent, to employees who request such a leave in writing.

*Subd. 1* An employee on leave of absence without pay will not earn credit for advancement on the salary schedule or accumulated sick leave benefits during the period of the leave of absence.

*Subd. 2* The duration of a leave of absence without pay shall be for up to one (1) year. Under unusual circumstances, a one (1) year extension of the leave of absence may be approved. Failure of the employee to request and be granted an extension or to return to duty at the end of the leave of absence without pay will thereby terminate the employee's employment with the School District.

*Subd. 3* The employee shall retain all seniority and fringe benefits which had accrued prior to taking leave of absence without pay.

*Subd. 4* This shall be a leave of absence without pay, during which an employee shall not accrue fringe benefits, seniority, or be eligible for School Board insurance contributions.

**Section 3 Leave of Absence for Disability** The School Board will grant a leave of absence for disability without pay to employees who incur a disabling injury or illness, which prevents them from performing their job duties and responsibilities. The leave shall be for a period commencing on the date of the expiration of sick leave or from the date of income protection benefit eligibility, whichever occurs first, for a period of twelve (12) consecutive months unless the employee requests in writing a leave for a period of less than 12 consecutive months.

*Subd. 1* The employee shall retain all seniority and fringe benefits which had accrued prior to taking leave of absence for disability.

*Subd. 2* This shall be a leave of absence without pay during which an employee shall not accrue fringe benefits or be eligible for School Board insurance contributions, but shall accrue seniority.

**Section 4 Failure to Return from Leave** Employees who do not return to duty at the expiration of a leave of absence provided by Section 1, 2 and 3 of this Article shall be considered to have resigned, except in extenuating circumstances.

**Section 5 Continuation of insurance** Employees on an approved leave of absence established by Section 1, 2, and 3 of this Article may continue to participate in the group insurances established by Article VI, to the extent permitted by the insurance policy, at the employee's personal expense. An employee electing to continue participation in the group insurance programs shall arrange to pay the full monthly premiums through the District Office. Any insurance benefit based upon income shall be calculated on the salary received during the last year the employee was on duty.

## **Article X: Hours of Work**

**Section 1 Normal Work Day** An employee's normal work day will be eight (8) hours, excluding a duty-free unpaid lunch period of 30 minutes.

**Section 2 Normal Work Week** The normal work week of a full-time employee will be five (5) normal work days.

**Section 3 Normal Work Year** The normal work year of a full-time employee will be 36-38 weeks or longer

**Section 4 Scheduled Work Hours/Work Year** The district will notify each employee of scheduled work hours and work year in a reasonable fashion. The district will make every effort to provide notice at least two weeks prior to the start of the school year. Supervisors will notify employees in writing whether employees are required to attend workshops before the regular year starts and whether the employees will be paid for attendance at those workshops.

**Section 5 Scheduled Work Year** The scheduled normal work year shall not be changed without prior consultation with affected employees and thirty (30) calendar days written notice of change, except in an emergency.

**Section 6 Overtime** Pre-approved hours worked under the following conditions shall be considered overtime.

*Subd. 1 Weekly* Hours worked in excess of a normal work week, as defined by Section 2, shall be paid at the rate of 1 and 1/2 times the employee's hourly rate of pay.

*Subd. 2 Holidays* Hours worked on a holiday, as established by Article VIII, Section 6, shall be paid at the rate of 1 and 1/2 times the employee's hourly rate of pay in addition to holiday pay.

**Section 7 Unscheduled Emergency Closing** On days when school is canceled due to an unscheduled emergency, or in the event that the District declares an e-Learning day, the District must continue to pay the full wages for scheduled work hours and benefits of all employees for the duration of the emergency closing and/or e-Learning period. During

the emergency closing and/or e-Learning period, employees must be allowed to work from home to the extent practicable, be assigned to work in an alternative location, or be retained on an on-call basis for any potential need.

### **Section 8 Compensatory Time**

Subd. 1 An employee may be granted comp time in lieu of the payment for overtime as set forth in Article X, Section 5, upon the prior written approval of the employee's immediate supervisor.

Subd. 2 Earned comp time may be taken at any time at the request of the employee, subject to the prior approval of the employee's immediate supervisor.

Subd. 3 All comp time may be taken at any time at the request of the employee, subject to the prior approval of the employee's immediate supervisor. Unused compensatory time must be taken within four (4) months after the end of the contract year in which it is earned or it shall be forfeited.

Subd. 4 Pre-approved hours worked in excess of the number of hours normally assigned the employee shall be considered compensatory time.

**Section 9 Job Sharing** In the event that two employees share a position established by the School Board, eligibility for paid absences, as defined in Article VIII, will be based on the combined total hours of work. Benefits will be prorated based on the individual employee's assigned hours.

### **Article XI: Absences from Work**

**Section 1 Employee Notification** Employees who are unable to report to their normal work day shall have the personal responsibility to notify their immediate supervisor of such absence as soon as possible prior to the beginning of the normal work day, except in the event of extenuating circumstances. Failure to make such notification may be grounds for discipline by the School Board.

**Section 2 Resignation** Failure to report for work without notification to the employee's supervisor may be considered by the School Board as a resignation on the part of the employee, except in extenuating circumstances.

### **Section 3 Absence Without Pay**

*Subd. 1* Employees may be granted absences without pay to a maximum of five (5) normal work days per year. Requests for absence without pay shall be made in writing, at least three (3) calendar days in advance of the date of absence, provided that the three (3) calendar day notice may be waived by the School Board in cases of personal emergency. The approval of requested absence without pay shall be at the discretion of the School Board, which is subject to the grievance procedure.

*Subd. 2* An absence without pay shall not affect fringe benefits or seniority of an employee.

*Subd. 3* Employees requiring an absence without pay in excess of five (5) normal work days during a year, shall request a leave of absence without pay according to the provisions of Article IX, Section 2.

### **Article XII: Retirement**

**Section 1 Retirement** The purpose of the Secretaries/Staff Assistants Retirement Incentive Plan is to encourage employees to develop a financial plan for their future by providing money, which would otherwise have been available at retirement, for investment during the course of employment with the

District. The Plan will require participation by the employee coupled with a matching contribution from the District. The objective of the Plan is to develop a long term solution to the concept of severance for younger employees, while preserving more traditional plans for senior employees. Such plan shall be conducted under the rules of I.R.C. 403 (b).

Employees hired prior to July 1, 2000, may participate in only one (1) of the two (2) options listed below, either the Retirement Trust or the Retirement Incentive. These employees must make their selection by October 1, 2000. The plan selection is final and the employee may not change to the other plan at any time during their employment with ISD 282.

Employees hired on or after July 1, 2000, are only eligible to participate in the Retirement Trust. Upon reaching the eligibility requirements the employee must notify the Business Office of his/ her intent to participate within thirty (30) days. Employees hired between October 1st and June 30th would receive a prorated district matching contribution.

A) Retirement Trust

1. Eligibility

- a. All full time employees may participate in a district matching annuity program provided for in M.S. 356.24.
- b. Employees electing to participate must notify the School District by October 1st of the school year of participation. After employees initially elect to participate in the District Matching funds program, they may change the contribution amount once per year.

2. Defined Contribution Plan

Years of Service	Maximum Annual District Matching Contribution	
	2024-2025	2025-2026
0 – 2	\$ 0	\$ 0
3 – 10	\$ 1,350	\$ 1,350
11- 15	\$ 1,600	\$ 1,600
16-20	\$ 1,850	\$ 1,850
21 – 25	\$ 2,100	\$ 2,100
26+ years of service	\$ 2,200	\$ 2,200
Maximum Career District Matching Contribution \$30,400		

B) Retirement Incentive

1. Eligibility

Full Time employees, as defined in this Agreement, hired prior to July 1, 2000, and who have completed at least fifteen (15) years of continuous service with the School District and have reached the age of 55, shall be eligible for a retirement payment, pursuant to the provisions of this section upon submission of written resignation and acceptance by the School Board.

This section shall not apply to any employee discharged for cause by the Board. The retirement inducement payment will be based on accumulated sick leave, and years of employment.

- a) Sick Leave: Sick leave credit shall be 1/2 of the employee's accumulated sick leave as of the date of retirement not to exceed thirty (30) days.
- b) Years of Employment: Years of employment credit shall be 1 and 1/2 days credit for each year of continuous employment as of the date of retirement, not to exceed thirty (30) days.
- c) Personal Leave: Personal leave credit shall be 1/2 of the employee's accumulated personal leave as of the date of retirement not to exceed five (5) days.

The product of this computation will be the number of days of the retirement inducement payment times the employee's daily rate of pay, not to exceed \$7,133 in 2018-2019 and \$7,133 in 2019-2020 in any case.

## 2. Method of Payment

Employees shall receive the retirement payment in one lump sum about July 15th of the year of the employee's retirement.

## 3. Daily Rate

An employee's "daily rate" of pay for the purposes of calculating a retirement inducement payment, shall be the employee's hourly rate of pay established by Article VII, Section 3, multiplied by the hours of the employee's normal work day.

4. To be eligible for the retirement incentive programs as stated in this Article, an employee must be full-time (school year employee and 30 hours per week).

**Section 2 Hospital Insurance** Full Time employees who were employed by the district prior to July 1, 2009, who retire prior to the age of 70, and who meet the eligibility conditions established by Section 1, B1, may individually elect to continue participation in the group hospitalization plan established by Article VI, Section 3.

The School Board will contribute according to Article XV, Section D, of the teachers' contract, single coverage only, up to a maximum of seven years or Medicare eligibility whichever is first according to the following formula:

- 2.1 Four years of health insurance
- 2.2 An additional one year of health insurance if the employee has accumulated seventy-five (75) days of sick leave and has 20 years of service.
- 2.3 An additional one year of health insurance if the employee has accumulated one hundred (100) days of sick leave and has 20 years of service.
- 2.4 An additional one year of health insurance if the employee has accumulated one hundred twenty (120) days of sick leave and has 20 years of service.

Thereafter, monthly premiums shall be paid by the retired employee. The retired employee shall pay any premium amount not paid by the district one month in advance at the school board's office. *Subd. 1 Eligibility* To be eligible for the retirement inducement program established by this Article an employee must be full time (normal work week of thirty (30) hours or more).

**Section 3 Dental Insurance** Upon retirement all employees who were enrolled in the district group dental plan prior to their retirement may elect to continue participation in the group dental plan at the employee's expense until the retired employee reaches the age of Medicare eligibility.

## Article XIII: Grievance Procedure

Section 1. Grievance Definition. A "grievance" shall mean an allegation by an employee resulting in a dispute or disagreement between the employee and the School District as to the interpretation or application of terms and conditions contained in this Agreement.

Section 2. Representative. The employee, administrator, or school board may be represented during any step of the procedure by any person or agent designated by such party to act on the party's behalf.

Section 3. Definitions and Interpretation.

Subd. 1. Extension. Time limits specified in this Agreement may be extended by mutual, written agreement.

Subd. 2. Days. Reference to days regarding time periods in this procedure shall refer to working days.

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 date from an email, a letter with a time/date stamp, or 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 in writing, signed by the grievant, to the School District's designee, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within twenty (20) days after the date of 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. Adjustments of Grievance. 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 discussions, 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 of Schools, provided such appeal is made in writing within ten (10) days after receipt of the decision in Level I. If a grievance is properly appealed to the Superintendent, the Superintendent or 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 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 twenty (20) 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 its findings and recommendations to the school board. The school board shall then render its decision.

Section 6. Denial of a Grievance. Failure by the School Board or its representative to issue a decision within the time periods provided herein shall constitute a denial of the grievance and the employee may appeal it to the next level.

Section 7. Mediation. Upon mutual agreement, the parties may petition the Bureau of Mediation Services for assistance in the resolution of any grievance prior to arbitration. If the parties so agree, the timelines for such review and appeal to arbitration shall be adjusted by mutual agreement between the parties.

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 received in the office of the superintendent within ten (10) days following the decision in Level III of the grievance procedure or the grievance mediation process, if applicable.

Subd. 2. Prior Procedure Required. No grievance shall be considered by the arbitrator which has not been first 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 an agreement on an arbitrator is not reached, either party may request the Bureau of Mediation Services (BMS) 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. 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. The request shall ask that the panel be submitted within ten (10) days after the receipt of said request. Failure to agree upon an arbitrator or the failure to request that the BMS submit a panel of arbitrators 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 or persons as they may choose and designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, of or 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 days after the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension. Decisions by the arbitrator in cases properly submitted before the arbitrator 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 shall be made of the hearing at the request of either party. The parties shall share equally the fees and expenses of the arbitrator, the cost of the transcript or

recording, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration.

Subd. 7. Jurisdiction. The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written Agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall include but are not limited to such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel. In considering any issue in dispute, in its order the arbitrator shall give due consideration to the statutory rights and obligations of the public school boards to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way from the application of laws, rules or regulations having the force and effect of law.

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 issuing 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 this Agreement or to enforce the award of an arbitrator.

## **Article XIV: Discipline**

**Section 1 Discipline for Just Cause** The School District shall have the right to discipline employees for just cause.

*Subd. 1* Disciplinary actions by the School District shall include only the following 1.1

Oral reprimand

1.2 Written reprimand

1.3 Suspension

1.4 Discharge

*Subd. 2* Employees who are to be discharged shall be notified in writing of such action together with a statement of the reason(s) for discharge, a copy of which shall be sent to the Union.

**Section 2 Grievance Procedure** A written reprimand, suspension, or discharge of an employee may be processed through the procedures of Article XIII (Grievance Procedure).

## **Article XV: Miscellaneous Terms and Conditions**

**Section 1 Probationary Period** New employees of under the provisions of this agreement School District shall serve a probationary period of 85 consecutive work days of employment six (6) calendar 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. However, a probationary employee shall have the right to bring a grievance on any other provisions of the contract alleged to have been violated. During the probationary period an employee may be terminated at the sole discretion of the School Board, without such termination being appealable through the grievance procedure.

**Section 2 Posting** New positions or vacant positions shall be posted for ten (10) calendar days at each school. In the event the School District determines to discontinue or not to fill a vacant position the Union shall be notified in writing of such determination. Applicants must submit bids in writing before the close of the posting. All applicants will be given consideration for the opening and the selected applicant will be notified within seven (7) calendar days after the close of the posting. Written requests for a change in schools, or voluntary demotion will be considered along with others who have applied for the posted job.

**Section 3 Notice of Resignation** Employees resigning from employment shall give at least fourteen (14) calendar days written notice to the School District of their intention to resign.

**Section 4 Notice of Termination** Employees shall be given at least fourteen (14) calendar days written notice of termination of employment by the School District, except for employees terminated for just cause in accordance with the provisions of Article XIV.

**Section 5 Re-Employment** Employees who are re-employed following resignation or termination of employment shall be considered new employees for the purpose of fringe benefits and Salary Schedule step placement, provided that employees re-employed following less than a six month interruption of employment may have their previously earned fringe benefits and former Salary Schedule step restored.

**Section 6 Seniority** Seniority shall be defined as the length of continuous full-time equivalency employment beginning from an employee's most recent date of employment.

*Subd. 1* In the event that a voluntary consolidation with another school district(s) is to be implemented, representatives of the School District will meet with representatives of SEIU Local 284 with the intent to negotiate an agreement concerning:

- 1.1 the method of transferring employees to the school district created by the consolidation; 1.2 the merging of the seniority lists of affected employees, and
- 1.3 the procedure for the lay-off of employees, if necessary because of this consolidation.

*Subd. 2* Employees affected by this Subdivision are those employees which are exclusively represented by SEIU Local 284 in the following appropriate units:

- 2.1 Custodian and Maintenance - BMS Case No. 76-PR-1086-A
- 2.2 Secretarial and Staff Assistants - BMS Case No. 76-PR-1009-A
- 2.3 Food Service - BMS Case No. 76-PR-863-A

*Subd. 3* In the event that a mandatory consolidation with another school district(s) is required, representatives of the School Board will meet with representatives of SEIU Local 284 with the intent to negotiate an agreement concerning:

- 3.1 the method of implementing the procedures of applicable law or rule and regulation, and, 3.2 the employees stated in Subd. 2, if no procedures are established by applicable law or rules and regulations.

**Section 7 Layoff** In the event it is necessary to reduce the workforce, employees shall be laid off in

accordance with the following:

1. Employees with the least continuous service will be laid-off first. If a senior full-time employee's position is eliminated, the employee, if qualified, shall have the right to displace the least senior full-time employee in the affected employee's pay grade or accept the layoff.
2. If the senior, full-time employee is not qualified or is least senior in their pay grade, they shall have the right to bump a less senior, full time employee in the next lower pay grade, if they are qualified. This process shall continue pay grade to pay grade until either an appropriate position is found or the payoff occurs.
3. If a senior part-time employee's position is eliminated, the employee, if qualified, shall have the right to displace the least senior part-time employee in the affected employee's pay grade or accept the layoff;
4. If the senior, part-time employee is not qualified or is least senior in their pay grade, the employee shall have the right to bump a less senior, part-time employee in the next lower pay grade, if they are qualified. This process shall continue pay grade to pay grade until either an appropriate position is found or the layoff occurs.
5. In no case shall an employee displace any employee with greater seniority or shall a part-time employee displace a full-time employee. (Effective after July 1, 1986).
6. Reduction of hours - In the event it is necessary to reduce the scheduled work week of an employee by more than one hour per day during a school year or to reduce the scheduled work week of an employee working thirty (30) hours or more to a work week of less than thirty (30) hours, the employee shall have the right to replace another employee in accordance with the layoff procedure.
7. Employees laid-off in accordance with this Section shall be placed on the recall list for a period of twenty-four (24) calendar months. Employees shall be recalled from layoff based on seniority, if qualified. Employees notified of recall shall respond in writing within ten (10) calendar days from the date notification is postmarked or forfeit any right to recall to that position. Once an individual is recalled and reemployed by the district, they have no further right to recall. Employees who are recalled to work shall have their seniority, salary schedule step placement, earned sick leave, and personal leave benefits at the time of layoff reinstated.

## **Article XVI: Duration**

**Section 1 Term and Reopening Negotiations** This contract shall remain in full force and effect for a period commencing on July 1, 2020, unless specified otherwise herein, through June 30, 2022 and thereafter until modifications are made pursuant to PELRA. If either party desires to modify or terminate this Contract commencing on July 1, 2022, it shall give written notice of such intent not later than May 1, 2022. All previous memorandums of understanding shall sunset and will not be considered part of this contract. Unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety (90) calendar days prior to the expiration of this contract.

**Section 2 Effect** This Contract constitutes the full and complete agreement between the School Board and the Union as the exclusive representative of the employees. The provisions herein relating to terms and conditions of employment supersede any and all prior agreements, resolutions, practices, School Board policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

**Section 3 Finality** Any matters relating to the terms and conditions of employment, whether or not referred to in this Contract, shall not be open for negotiations during the term of this Contract, provided that the parties may mutually agree to modify any provision of this Contract.

**Section 4 Severability** The provisions of this Contract 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 provisions of this Contract or the application of any provisions thereof.

AGREED TO as the full and complete understanding between the parties as attested to by the signatures of the following representatives of the School Board and the Union.

FOR THE UNION FOR THE SCHOOL DISTRICT

Contract Organizer, SEIU Local 284, Aaron Janson

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School Board Clerk, Laurel Hood

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Steward, Rory Donovan

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Superintendent, Renee Corneille

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Executive Director of Human Resources and Operations, Dr. Tim Anderson

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**Position/Supervisor Chart**

<b>Position Title</b>	<b>Supervisor</b>
Lunch/Playground Assistant	Principal
Instructional Assistant ParaEducator	Principal
Special Ed ParaEducator	Special Education Coordinator/Principal/AP
Volunteer Coordinator (WP)	Principal

Office Assistant CS	Director of Community Services
Van Driver	Transportation Coordinator
Special Education Administrative Assistant	Executive Director of Academics
Counselor Secretary (HS)	Principal
ISS Attendance Supervisor	Principal
Athletics/Activities/Facilities Administrative Assistant	Director of Athletics-Activities-Facilities
Health Assistant	District Nurse
Media Center Assistant	Principal
Hall Monitor (HS)	Principal
Elementary School Administrative Assistant	Principal
Middle School Administrative Assistant	Principal
Administrative Services Coordinator	N/A
Technology Support Specialist I	Director of Technology
Accounts Payable	N/A
Community Services Secretary	Director of Community Services
Special Education Administrative Assistant	Executive Director of Academics
District Administrative Assistant	Director of Finance and Operations
High School Administrative Assistant	Principal
Technology Support Specialist II	Director of Technology

Addendum -SAVEA Master Contract, Section X, Article C.

C. Hospitalization Insurance

1. The school district shall contribute \$570.76 per month in 2023-2024 toward the premium cost for the single high deductible plan for all eligible teachers employed .73 of the day or more, who are in the School District group health, hospitalization and major medical plan. Beginning June 1, 2024 the school district shall contribute \$584.00, plus half of any rate increase, per month toward the premium cost for the single high deductible plan for all eligible teachers employed .73 of the day or more, who are in the School District group health, hospitalization and major medical plan. Conversely, any insurance rate savings will be split equally between district and teacher.

2. The school district shall contribute \$ 1,678.14 per month in 2023-2024 toward the premium cost for the family high deductible plan for all eligible teachers employed .73 of the day or more, who are in the School District group health, hospitalization and major medical plan. Beginning June 1, 2024, the school District shall contribute \$1,724.00, plus half of any rate increase, per month toward the premium cost for the family high deductible plan for all eligible teachers employed .73 of the day or more, who are in the School District group health, hospitalization and major medical plan. Conversely, any insurance rate savings will be split equally between district and teacher.

3. Beginning October 1, 2004, the District shall offer a high-deductible health insurance plan coupled with

a VEBA Trust in addition to its other health insurance plans. Each employee who chooses to enroll in the high-deductible/VEBA plan shall receive a District contribution to a VEBA account set up for that employee. The following provisions shall apply to the high-deductible/VEBA plan offered by the District:

a. Single Coverage: The School District will make a \$550 annual contribution to the employee's VEBA account in the 2023-2024 and 2024-2025 school years.

b. Dependent Coverage: The School District will make a \$1,100 annual contribution to the employee's VEBA account in the 2023-2024 and 2024-2025 school years.

c. Timing of Deposits: VEBA deposits will be made twice annually. Deposits will be made once on October 1st or the next business day if a weekend and on Feb 1st or next business day if a weekend.

d. Administrative Costs: The School District shall contribute up to \$4.00 per account per month toward the cost of administering active employees' VEBA accounts.



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

*Adopted: June 5, 2006 - Revised  
December 17, 2013  
June 1, 2021  
February 4, 2025*

## **Policy 516 STUDENT MEDICATION AND TELEHEALTH**

### **I. PURPOSE**

The purpose of this policy is to set forth the provisions that must be followed when administering nonemergency prescription and over the counter medication to students at school.

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

The school district acknowledges that some students may require prescribed drugs or medication or telehealth during the school day. For the purposes of this policy, the “school day” is defined as the regular student contact time. The school district’s licensed school nurse, trained staff, principal, or teacher will administer prescribed medications, except any form of medical cannabis, in accordance with law and school district procedures.

### **III. DRUG AND MEDICATION REQUIREMENTS**

#### **A. Administration of Drugs and Medicine**

1. All medications (prescription and over-the-counter) to be administered at school shall have the Authorization for Administration of Medication at School form completed by the Minnesota Licensed Prescriber and parent. Nurses may accept a verbal order from a Licensed Prescriber to be followed with written authorization. Orders will be good for the school year (including the following summer sessions), but will need to be renewed at the start of a new school year. Orders will also be renewed when dosage changes occur.
2. Drugs and medicine subject to Minnesota Statutes, 121A.22 must be administered, to the extent possible, according to school board procedures that must be developed in consultation with:
  - a. with a licensed nurse, in a district that employs a licensed nurse under Minnesota Statutes, section 148.171;
  - b. with a licensed school nurse, in a district that employs a licensed school nurse licensed under Minnesota Rules, part 8710.6100;
  - c. with a public or private health-related organization, in a district that contracts with a public or private health or health-related organization, according to Minnesota Statutes, 121A.21; or

- d. with the appropriate party, in a district that has an arrangement approved by the Commissioner of the Minnesota Department of Education, according to Minnesota Statutes, 121A.21.

### 3. Exclusions

The provisions on administration of drugs and medicine above do not apply to drugs or medicine that are:

- a. used in connection with services for which a minor may give effective consent;
- b. used in situations in which, in the judgment of the school personnel, including a licensed nurse, who are present or available, the risk to the pupil's life or health is of such a nature that drugs or medicine should be given without delay;
- c. used in connection with athletics or extracurricular activities;
- d. used in connection with activities that occur before or after the regular school day;
- e. provided or administered by a public health agency to prevent or control an illness or a disease outbreak as provided under Minnesota law;
- f. For the purposes of Minnesota Statutes, 121A.22, special health treatments and health functions, such as catheterization, tracheostomy suctioning, and gastrostomy feedings, do not constitute administration of drugs or medicine.
- g. Emergency health procedures, including emergency administration of drugs and medicine are not subject to this policy.

### B. Prescription Medications

1. An "Authorization for the Administration of Medication" form must be completed annually (once per school year) and/or when a change in the prescription or requirements for administration occurs. Prescription medication as used in this policy does not include any form of medical cannabis as defined in Minnesota Statutes, section 152.22, subdivision 6.
2. Prescription medication must come to school in the original container labeled for the student by a pharmacist in accordance with law and must be administered in a manner consistent with the instructions on the label.
3. The school nurse may request to receive further information about the prescription, if needed, prior to administration of the substance.
4. Prescription medications are not to be carried by the student, but will be left with the appropriate school district personnel. Exceptions to this requirement are: prescription asthma medications self-administered with an inhaler, and medications administered as noted in a written agreement between the school district and the parent or as specified in an IEP (individualized education program), Section 504 plan, or IHP (individual health plan).
5. The school must be notified immediately by the parent or student 18 years old or older in writing of any change in the student's prescription medication administration. A new medical authorization or container label with new pharmacy instructions shall be required immediately as well.
6. The school nurse, or other designated person, shall be responsible for the filing of the Authorization for the Administration of Medication form in the health records section of the student file.
7. For drugs or medicine used by children with a disability, administration may be as provided in the IEP, Section 504 plan or IHP.
8. If the administration of a drug or medication described in this section requires the school district to store the drug or medication, the parent or legal guardian must inform the school if the drug or medication is a controlled substance. For a drug or medication that is not a controlled substance, the request must include a provision designating the school district as an authorized entity to transport the drug or medication for the purpose of destruction if any unused drug or medication remains in the possession of school personnel. For a drug or medication that is a controlled substance, the request must specify that the parent or legal guardian is required to retrieve the drug or controlled substance when requested by the school.

### C. Nonprescription Medication

Over-the-counter medications shall be in their original containers and labeled with the student's name. Health professional and parent authorization must be received before administration of over-the-counter medication.

### D. Student Self-Carry/Administration of Prescription Medication

At the start of each school year or at the time a student enrolls in school, whichever is first, a student's parent, school staff, including those responsible for student health care, and the prescribing medical professional must develop and implement an individualized written-emergency plan for a student who is prescribed epinephrine auto-injectors that enables the student to:

1. possess epinephrine auto-injectors; or
2. if the parent and prescribing medical professional determine the student is unable to possess the epinephrine, have immediate access to epinephrine auto-injectors in close proximity to the student at all times during the instructional day.

The plan must designate the school staff responsible for implementing the student's emergency plan, including recognizing anaphylaxis and administering epinephrine auto-injectors when required, consistent with state law. This emergency plan may be included in a student's Section 504 plan.

### E. Student Self-Carry/Administration of Non-Prescription Pain Relief Medication (E.g., Acetaminophen or Ibuprofen)

A secondary student (grades 7-12) may possess and use nonprescription pain relief in a manner consistent with the labeling, if the school district has received written authorization from the student's parent or guardian permitting the student to self-administer the medication. The parent or guardian must submit the parent portion of the Authorization to Self-Administer Medication form for the student to self-administer the medication each school year. The school district may revoke a student's privilege to possess and use nonprescription pain relievers if the school district determines that the student is abusing the privilege. This provision does not apply to the possession or use of any drug or product containing ephedrine or pseudoephedrine as its sole active ingredient or as one of its active ingredients. Students are not to possess this type of medication. These medications should be processed using the same procedures as prescription medications.

### F. Sunscreen

A student may possess and apply a topical sunscreen product during the school day while on school property or at a school-sponsored event without a prescription, physician's note, or other documentation from a licensed health care professional. School personnel are not required to provide sunscreen or assist students in applying sunscreen.

### G. Procedure regarding unclaimed drugs or medications.

1. The school district has adopted the following procedure for the collection and transport of any unclaimed or abandoned prescription drugs or medications remaining in the possession of school personnel in accordance with this policy. Before the transportation of any prescription drug or medication under this policy, the school district shall make a reasonable attempt to return the unused prescription drug or medication to the student's parent or legal guardian. Transportation of unclaimed or unused prescription drugs or medications will occur at least annually, but may occur

- more frequently at the discretion of the school district.
2. If the unclaimed or abandoned prescription drug is not a controlled substance as defined under Minnesota Statutes, section 152.01, subdivision 4, or is an over-the-counter medication, the school district will either designate an individual who shall be responsible for transporting the drug or medication to a designated drop-off box or collection site or request that a law enforcement agency transport the drug or medication to a drop-off box or collection site on behalf of the school district.
  3. If the unclaimed or abandoned prescription drug is a controlled substance as defined in Minnesota Statutes, section 152.01, subdivision 4, the school district or school personnel is prohibited from transporting the prescription drug to a drop-off box or collection site for prescription drugs identified under this paragraph. The school district must request that a law enforcement agency transport the prescription drug or medication to a collection bin that complies with Drug Enforcement Agency regulations, or if a site is not available, under the agency's procedure for transporting drugs.

#### H. Cannabis

Products containing Cannabis will not be administered by school personnel and these products cannot be brought on campus. This includes CBD containing products.

### IV. ACCESS TO SPACE FOR MENTAL HEALTH CARE THROUGH TELEHEALTH

- A. Beginning October 1, 2024, to the extent space is available, the school district must provide an enrolled secondary school student with access during regular school hours, and to the extent staff is available, before or after the school day on days when students receive instruction at school, to space at the school site that a student may use to receive mental health care through telehealth from a student's licensed mental health provider. A secondary school must develop a plan with procedures to receive requests for access to the space.
- B. The space must provide a student privacy to receive mental health care.
- C. A student may use a school-issued device to receive mental health care through telehealth if such use is consistent with the district or school policy governing acceptable use of the school-issued device.
- D. A school may require a student requesting access to space under this section to submit to the school a signed and dated consent from the student's parent or guardian, or from the student if the student is age 16 or older, authorizing the student's licensed mental health provider to release information from the student's health record that is requested by the school to confirm the student is currently receiving mental health care from the provider. Such a consent is valid for the school year in which it is submitted.

*Legal References:* Minn. Stat. § 13.32 (Student Health Data)  
Minn. Stat. § 121A.21 (School Health Services)  
Minn. Stat. § 121A.216 (Access to Space for Mental Health Care through Telehealth)  
Minn. Stat. § 121A.22 (Administration of Drugs and Medicine)  
Minn. Stat. § 121A.2205 (Possession and Use of Epinephrine Auto-Injectors; Model Policy)  
Minn. Stat. § 121A.2207 (Life-Threatening Allergies in Schools; Stock Supply of Epinephrine Auto-Injectors)  
Minn. Stat. § 121A.221 (Possession and Use of Asthma Inhalers by Asthmatic Students)  
Minn. Stat. § 121A.222 (Possession and Use of Nonprescription Pain Relievers by

Secondary Students)

Minn. Stat. § 121A.223 (Possession and Use of Sunscreen)

Minn. Stat. § 148.171 (Definitions; Title)

Minn. Stat. § 151.212 (Label of Prescription Drug Containers)

Minn. Stat. § 152.01 (Definitions)

Minn. Stat. § 152.22 (Definitions)

Minn. Stat. § 152.23 (Limitations)

Minn. Rule 8710.6100 (School Nurse)

20 U.S.C. § 1400 et seq. (Individuals with Disabilities Education Act)

29 U.S.C. § 794 et seq. (Rehabilitation Act of 1973, § 504)

*Cross References:* MSBA/MASA Model Policy 418 (Drug-Free Workplace/Drug-Free School)

School District Policy

*Adopted: January 5, 2010*  
*Revised: February 4, 2025*

**530 IMMUNIZATION REQUIREMENTS**

**I. PURPOSE**

The purpose of this policy is to require that all students receive the proper immunizations as mandated by law to ensure the health and safety of all students.

**II. GENERAL STATEMENT OF POLICY**

All students are required to provide proof of immunization, or appropriate documentation exempting the student from such immunization, and such other data necessary to ensure that the student is free from any communicable diseases, as a condition of enrollment.

**III. STUDENT IMMUNIZATION REQUIREMENTS**

- A. No student may be enrolled or remain enrolled, on a full-time, part-time, or shared-time basis, in any elementary or secondary school within the school district until the student or the student's parent or guardian has submitted to the designated school district administrator the required proof of immunization. Prior to the student's first date of attendance, the student or the student's parent or guardian shall provide to the designated school district administrator one of the following statements:
1. a statement, from a physician, advanced practice registered nurse, physician assistant, or a public clinic which provides immunizations hereinafter "medical statement"), affirming that the student received the immunizations required by law, consistent with medically acceptable standards; or
  2. a medical statement, affirming that the student received the primary schedule of immunizations required by law and has commenced a schedule of the remaining required immunizations, indicating the month and year each immunization was administered, consistent with medically acceptable standards.
- B. The statement of a parent or guardian of a student or an emancipated student may be substituted for the medical statement. If such a statement is substituted, this statement must indicate the month and year each immunization was administered. Upon request, the designated school district administrator will provide information to the parent or guardian of a student or an emancipated student of the dosages required for each vaccine according to the age of the student.
- C. The parent or guardian of persons receiving instruction in a home school shall submit one of the statements set forth in Section III.A. or III.B., above, or statement of immunization set forth in Section IV., below, to the superintendent of the school

district by October 1 of the first year of their home schooling in Minnesota and the grade 7 year.

- D. When there is evidence of the presence of a communicable disease, or when required by any state or federal agency and/or state or federal law, students and/or their parents or guardians may be required to submit such other health care data as is necessary to ensure that the student has received any necessary immunizations and/or is free of any communicable diseases. No student may be enrolled or remain enrolled in any elementary or secondary school within the school district until the student or the student's parent or guardian has submitted the required data.
- E. The school district may allow a student transferring into a school a maximum of 30 days to submit a statement specified in Section III.A. or III.B., above, or Section IV., below. Students who do not provide the appropriate proof of immunization or the required documentation related to an applicable exemption of the student from the required immunization within the specified time frames shall be excluded from school until such time as the appropriate proof of immunizations or exemption documentation has been provided.
- F. If a person who is not a Minnesota resident enrolls in a school district online learning course or program that delivers instruction to the person only by computer and does not provide any teacher or instructor contact time or require classroom attendance, the person is not subject to the immunization, statement, and other requirements of this policy.

#### **IV. EXEMPTIONS FROM IMMUNIZATION REQUIREMENTS**

Students will be exempt from the foregoing immunization requirements under the following circumstances:

- A. The parent or guardian of a minor student or an emancipated student submits a signed medical statement affirming that the immunization of the student is contraindicated for medical reasons or that laboratory confirmation of the presence of adequate immunity exists; or
- B. The parent or guardian of a minor student or an emancipated student submits his or her notarized statement stating the student has not been immunized because of the conscientiously held beliefs of the parent, guardian or student.

#### **V. NOTICE OF IMMUNIZATION REQUIREMENTS**

- A. The school district will develop and implement a procedure to:
  - 1. Notify parents and students of the immunization and exemption requirements by use of a form approved by the Department of Health; notify parents and students of the immunization requirements and the consequences for failure to provide the required documentation;
  - 2. Review student health records to determine whether the required information has been provided; and
  - 3. Make reasonable arrangements to send a student home when the

immunization requirements have not been met and advise the student and/or the student's parent or guardian of the conditions for re-enrollment.

- B. The notice provided shall contain written information describing the exemptions from immunization as permitted by law. The notice shall be in a font size at least equal to the font size and style as the immunization requirements and on the same page as the immunization requirements.

## **VI. IMMUNIZATION RECORDS**

- A. The school district will maintain a file containing the immunization records for each student in attendance at the school district for at least five years after the student attains the age of majority.
- B. Upon request, the school district may exchange immunization data with persons or agencies providing services on behalf of the student. Immunization data is private student data and disclosure of such data shall be governed by Policy 515 Protection and Privacy of Pupil Records.
- C. The designated school district administrator will assist a student and/or the student's parent or guardian in the transfer of the student's immunization file to the student's new school within 30 days of the student's transfer.
- D. Upon request of a public or private post-secondary educational institution, the designated school district administrator will assist in the transfer of the student's immunization file to the post-secondary educational institution.

## **VII. OTHER**

Within 60 days of the commencement of each new school term, the school district will forward a report to the Commissioner of the Department of Education stating the number of students attending each school in the school district, including the number of students receiving instruction in a home school, the number of students who have not been immunized, and the number of students who received an exemption. The school district also will forward a copy of all exemption statements received by the school district to the Commissioner of the Department of Health.

**Legal References:** Minn. Stat. § 13.32 (Educational Data)  
Minn. Stat. § 121A.15 (Health Standards; Immunizations; School Children) Minn. Stat. § 121A.17 (School Board Responsibilities)  
Minn. Stat. § 144.29 (Health Records; Children of School Age) Minn. Stat. § 144.3351 (Immunization Data)  
Minn. Stat. § 144.441 (Tuberculosis Screening in Schools) Minn. Stat. § 144.442 (Testing in Schools)  
Minn. Rules Parts 4604.0100-4604.1020 (Immunization)  
*McCarthy v. Ozark Sch. Dist.*, 359 F.3d 1029 (8<sup>th</sup> Cir. 2004) Op. Atty. Gen. 169-W (Jan. 17, 1968)  
Op. Atty. Gen. 169-W (July 23, 1980)

**Cross References:** MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)

Adopted: January 7, 2020  
February 2025

## Policy 202.1 - ISD 282 BOARD COMPENSATION

### I. Compensation Philosophy

The School Board of ISD 282 recognizes that board member compensation is a sensitive public policy matter. The Board believes that board members should be reasonably compensated for the time, efforts, and out-of-pocket costs incurred in serving the community as an elected official. The Board aspires to pay its members a wage that is:

- Commensurate with the responsibilities and time commitment of board members
- In alignment with compensation paid to board members at districts with similar characteristics to St. Anthony-New Brighton Schools
- Is reasonable and defensible to taxpayers and the community by demonstrating prudent use of public funds.

### II. Board Member Compensation

a. *Effective retroactively on January 1, 2025 board members' annual compensation shall be based on the basic general education formula percentage increase for the previous year.*

~~b. Effective January 1, 2020 board members' annual compensation, shall be based on the average of the compensation paid to board members of the districts that comprise membership in Northeast Metro 916 Intermediate School District.~~

b. The Chair, Vice Chair, and Treasurer will receive an added stipend to reflect additional duties. The stipend will be, approximately, an additional 20% for the Chair, and an additional 10% for the Vice Chair and Treasurer.

~~e.~~ c. School board compensation shall be paid in March, June, September and December, and shall have all applicable federal and state deductions withheld.

### III. Expense Reimbursements

School board members are eligible for reimbursement of expenses incurred that are directly related to fulfilling a board member's official responsibilities. Reimbursed expenses normally include:

- a. Mileage to and from school board member's home to seminars, committee meetings, association meetings (AMSD, MSBA, etc.), legislative hearings, and other meetings that are directly related to board service. Board members will not be reimbursed for mileage to and from regularly scheduled school board meetings, or mileage to attend school functions and events such as athletic competitions, plays, concerts, etc.
- b. Parking and other required transportation costs will also be reimbursed, based on actual costs incurred.
- c. Meals in conjunction with official school board activities and duties will be reimbursed, based on

actual costs ~~not to exceed limits set by the Board at its annual organizational meeting.~~

e. Proposed language "...not to exceed limits consistent with meal reimbursement as stated in Policy 412 Expense Reimbursement. ."

IV. Oversight

- a. This policy will be reviewed annually, prior to the Board's January Organizational meeting.
- b. Annually, at its organizational meeting the Board shall review and approve the amount of annual compensation for board members as determined by this policy.
- c. Throughout the year, requests for expense reimbursements must be submitted to the district finance office for review as to conformity with district policy and procedures. Following that review, all board expense reimbursement requests must be approved by the board treasurer. Requests for expense reimbursement submitted by the treasurer will be approved by the board chair.

## School District Policy

*Adopted: July 7, 2009*  
*Revised: September 17, 2013*  
*February 2025*

### **214 OUT-OF-STATE TRAVEL BY SCHOOL BOARD MEMBERS**

#### **I. PURPOSE**

The purpose of this policy is to control out-of-state travel by school board members as required by law.

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

School board members have an obligation to become informed on the proper duties and functions of a school board member, to become familiar with issues that may affect the school district, to acquire a basic understanding of school finance and budgeting, and to acquire sufficient knowledge to comply with federal, state, and local laws, rules, regulations, and school district policies that relate to their functions as school board members. Occasionally, it may be appropriate for school board members to travel out of state to fulfill their obligations.

#### **III. APPROPRIATE TRAVEL**

Travel outside the state is appropriate when the school board finds it proper for school board members to acquire knowledge and information necessary to allow them to carry out their responsibilities as school board members. ~~Travel to regional or national meetings of the National School Boards Association is presumed to fulfill this purpose.~~ Travel to other out-of-state meetings for which the member intends to seek reimbursement from the school district should be preapproved by the school board.

#### **IV. REIMBURSABLE EXPENSES**

Expenses to be reimbursed may include transportation, meals, lodging, registration fees, required materials, parking fees, tips, and other reasonable and necessary school district-related expenses.

#### **V. REIMBURSEMENT**

- A. ~~Any board member wishing to travel out of state for any school related meeting, conference, or other activity where the board member expects the school district to pay for or otherwise provide reimbursement for expenses, must seek prior approval of the board. Such approval must occur during a regularly scheduled School Board meeting.~~
- B. Requests for reimbursement must be itemized on the official school district form and are to be submitted to the designated administrator. Receipts for lodging, commercial transportation, registration, and other reasonable and necessary expenses must be attached to the reimbursement form.
- C. Automobile travel shall be reimbursed at the mileage rate set by the school board. Commercial transportation shall reflect economy fares and shall be reimbursed only for the actual cost of the trip.
- D. Amounts to be reimbursed shall be within the school board's approved budget allocations, including attendance at workshops and conventions.

## **VI. ESTABLISHMENT OF DIRECTIVES AND GUIDELINES**

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

***Legal References:*** Minn. Stat. § 123B.09, Subd. 2 (School Board Member Training)  
Minn. Stat. § 471.661 (Out-of-State Travel)  
Minn. Stat. § 471.665 (Mileage Allowances)  
Minn. Op. Atty. Gen. 1035 (Aug. 23, 1999) (Retreat Expenses)  
Minn. Op. Atty. Gen. 161b-12 (Aug. 4, 1997) (Transportation Expenses)

***Cross References:*** MSBA/MASA Model Policy 212 (School Board Member Development) MSBA/MASA Model Policy 412 (Expense Reimbursement)

To: ISD 282 School Board  
From: Executive Director - Hope Fagerland  
Date: Feb. 4, 2025  
Subject: ISD282 Budget Model

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**Context:**

Funding for Minnesota public school districts comes in multiple ways from multiple agencies. Each funding source has a specific and often restrictive purpose. The purpose of utilizing a budget *model* for ISD282 is to create efficiencies, transparencies, and the conditions to establish that funding is allocated consistently and based on ensuring the vision of the district can be accomplished.

The school board holds the responsibility of approving the school district budget and directs district administration to propose budget recommendations that support the successful implementation of the Mission, Vision, and Success Metrics. For the past six years, the Superintendent, Director of Business Services, and Executive Director have collaborated on and refined a process for creating a budget that effectively allocates funds to buildings, programs, and systems within ISD282. At this juncture, district administration proposes to articulate this established budget creation process in narrative form to the school board.

The ISD282 Budget Model sets the conditions for building and program staffing, that will then be implemented by each program manager/principal. With the ultimate goal of ensuring an equitable, strategic, model to meet the mission and vision of ISD282. By articulating the process, a level of transparency and accountability will be established.

**Purpose of this Memorandum:**

This memo will articulate, in narrative form, the components used in creating a proposed budget to the school board. Each component will be defined creating a shared understanding and operational definitions for building the ISD282 budget.

- **Component 1: Building Staffing Allocations:**
  - This component represents the majority of school district funding. The first step in creating these allocations comes from the school board's approval of grade level budget enrollment targets. Building Staffing Allocations are then determined by district administration, and each building is required to operate within these allocations and established frameworks. This component funds 100% of the general education program (e.g., classroom teachers, principals). While the district determines the allocation and funding levels, principals are responsible for staff recruitment and placement. Alternative terms for the Building Staffing Allocations component include: Base and Tier 1 programming.
  
- **Component 2: Planned Program Staffing:**
  - Allocations within this component are program-specific. The district and program managers collaboratively determine the allocation type and staffing requirements for each program. These allocations support specialized educational programs (e.g., ADSIS, A&I). This staffing is supplemental to the general education program and cannot replace general education staffing as many of the funds are restricted. Alternative terms for the Planned Program Staffing component include: Tier 2, Tier 3, specialized, and specific programming.
  
- **Component 3: Ancillary Programs:**
  - Allocations in this component are designated for programs outside of the K-12 classroom setting. Staffing allocations for Ancillary Programs are determined based on prior Schedule C and current Schedule D criteria. These programs encompass student programs such as PSEO and CIS. Funding for these programs often involves a combination of fees and general fund cross-subsidies. Alternative terms for the Ancillary Program component include: Co-curricular and enrichment programs.
  
- **Component 4: District-Wide Services:**
  - These allocations are based on district infrastructure and staff support needs. This component encompasses both staffing and funding. These services support Required Building Staff, Planned Programs Staff, and Ancillary Programs. Alternative terms for District-Wide Services include: operations, support services, and contracts.

**Next Steps:**

At the Feb. 4 School Board Meeting, Executive Director Fagerland will discuss the ISD282 Budget Model by building shared understanding and shared definitions for the budgeting process. At each upcoming board meeting, district administration will share budget assumptions in the areas of revenue and expenditures. In April, the district administration will propose a draft budget presented with both numbers and narrative. This draft will include both staffing and capital expenditures. Also, in April and May the school board will review a draft of the 10 year Long Term Facilities Management (LTFM) plan. Finally, in June the school board will approve the 2025-2026 School District Budget. By utilizing the articulated ISD282 Budget Model, the board will have clarity in the budget along with the narrative to explain the purpose behind the approved budget.

**Federal School Funding:**

Federal funding makes up 2.75% of the budget. 1.6% of this is specific to Special Education funding.

<b>General Fund</b>		
<b>Federal Grant through MDE</b>	<b>2024-25 Funding</b>	<b>% of General Fund Budget</b>
Title I	\$192,025	0.74%
Title II	\$49,454	0.19%
Title III	\$22,690	0.09%
Fed SPED	\$414,965	1.60%
ECSE 3-5	\$24,550	0.09%
ECSE Birth-2	\$9,644	0.04%
<b>Total Federal Funding</b>	<b>\$713,328</b>	<b>2.75%</b>

The potential impact of White House changes on federal school funding remains unclear. We will continue to monitor the situation and keep the Board informed.