

*This opinion is nonprecedential except as provided by  
Minn. R. Civ. App. P. 136.01, subd. 1(c).*

**STATE OF MINNESOTA  
IN COURT OF APPEALS  
A25-1123**

Bradley Neyens,  
Relator,

vs.

ISD #712,  
Mountain Iron-Buhl Public Schools,  
Respondent.

**Filed April 13, 2026  
Affirmed; Motion granted  
Connolly, Judge**

ISD #712,  
Mountain Iron-Buhl Public Schools

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Considered and decided by Smith, Tracy M., Presiding Judge; Connolly, Judge; and  
Wheelock, Judge.

**NONPRECEDENTIAL OPINION**

**CONNOLLY, Judge**

Relator, in this certiorari appeal, challenges respondent school district's decision not to renew relator's teaching contract. He argues that the decision should be reversed because (1) he was tenured at the time of the attempted nonrenewal, and (2) the school board violated the open meeting law (OML) by failing to give him adequate notice.

Respondent has moved this court to exclude relator's OML argument. Because the record indicates that relator was a probationary teacher at the time of his nonrenewal we affirm; because this court lacks subject-matter jurisdiction over relator's OML claim, we grant respondent's motion.

## **FACTS**

In November 2021, a teacher in respondent Independent School District 712 went on medical leave for 18 weeks. Relator Bradley Neyens was hired as a substitute teacher to replace him. When the teacher did not return in March 2022, relator was hired as a substitute for the remainder of the 2021-2022 school year. The School Board continued to hire relator as a probationary teacher for the 2022-2023, 2023-2024, and 2024-2025 school years. His performance reviews indicated that he was an effective teacher.

In May 2025, the superintendent of respondent Independent School District 712 (ISD 712) informed relator that the school board might vote not to renew his contract at its June meeting. Notice of the June 16, 2025, school board meeting was sent to all district staff, but relator did not receive it. At that meeting, a motion was made to adopt a resolution not to renew relator's contract, the school board chair seconded the motion, and the school board voted unanimously for nonrenewal.

A letter from the superintendent dated June 18, 2025, informed relator of the nonrenewal and told him that: (1) he had a statutory right to request the reasons for the nonrenewal; and (2) the reason for the nonrenewal was that ISD 712 "had concerns regarding [relator's] ability to maintain professional boundaries with respect to what [he said] to students." Relator received the letter on June 24, 2025. On July 2, 2025, relator's

attorney sent a letter requesting the reasons for the nonrenewal to the superintendent, school board chair, and the human-resources manager of ISD 712; on July 3, 2025, the superintendent replied to the letter, repeating the reason for nonrenewal given in the June 18, 2025, letter. At the school board's next meeting on July 28, 2025, the school board chair resigned from the board, and the school board voted to hire him to fill the teaching position that had been relator's.

Realtor argues that he is entitled to reinstatement and back pay from ISD 712 because he was a tenured teacher when ISD 712 did not renew him and that ISD 712 violated the OML; ISD 712 has moved this court to exclude relator's OML argument.

## **DECISION**

### **1. Relator's Status on June 16, 2025**

This court will reverse a school board's decision to terminate a teacher only if that decision was fraudulent, arbitrary, unreasonable, not supported by substantial evidence in the record, not within the school board's jurisdiction, or based on an erroneous theory of law. *Ganyo v. Indep. Sch. Dist. No. 832*, 311 N.W.2d 497, 500 (Minn. 1981). However, if the school board's decision is based on interpretation of a statute, this court applies a de novo standard of review. *Long v. Indep. Sch. Dist. No. 332, Mora*, 907 N.W.2d 228, 231 (Minn. App. 2018).

Relator's argument that he was tenured when he was not renewed depends on whether his time as a substitute teacher, from November 2021 to the end of the 2021-2022 school year, was a year of probation. Three statutes are relevant here. The first defines probationary teachers. "The first three consecutive years of a teacher's first teaching

experience in Minnesota in a single district are deemed to be a probationary period of employment[.]” Minn. Stat. § 122A.40, subd. 5(a) (2024). The second statute divides substitute teachers into two groups: those hired “(1) [f]or a duration of time of less than one school year . . .” (group 1) and those hired “(2) [f]or a duration of time equal to or greater than one school year . . .” (group 2). Minn. Stat. § 122A.44, subd. 2(a) (2024). The third statute explains the relationship between probation and those in group (2): “[E]ach full school year during which the [group (2)] teacher is employed by a district pursuant to that clause shall be deemed one year of the teacher’s probationary period of employment pursuant to . . . section 122A.40, subdivision 5.” Minn. Stat. § 122A.44, subd. 2(b) (2024). No statute establishes a relationship between substitute teachers in group (1), i.e., those hired for less than one school year, and probation.

Relator was hired as a substitute teacher for 18 weeks in November 2021 and for the remainder of the 2021-2022 school year in March 2022. He was not hired and did not work as a substitute for the “duration of time equal to or greater than one school year” specified in Minn. Stat. § 122A.44, subdivision 2(a)(2), or the “full school year” specified in Minn. Stat. § 122A.44, subdivision 2(b); he was a group 1 substitute teacher without probationary status from November 2021 to June 2022. *See Haddad v. ISD 272, Eden Prairie*, No. C3-98-1128, 1999 WL 107738, at \*2 (Minn. App. Mar. 2, 1999) (“Because relator concedes she was a substitute teacher for less than a full school year, she is not entitled to credit for a year of probationary employment”).<sup>1</sup>

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<sup>1</sup> While nonprecedential opinions are not binding, they “may be cited as persuasive authority.” Minn. R. Civ. App. P. 136.01, subd. 1(c).

Because Minn. Stat. § 122A.44, subd. 2(b) provides that only substitutes hired for at least a full school year may count that year as a probationary year and relator was not hired as a substitute until November 2021, that provision did not apply to him in 2021-2022. At the time of his nonrenewal on June 16, 2025, his third probationary year, 2024-2025, had not been completed, and another statute applied: Minn. Stat. § 122A.40, subd. 5(a) (providing that “[d]uring the probationary period any annual contract with any teacher may or may not be renewed as the school board shall see fit”). The school board timely “saw fit” not to renew relator’s contract under that statute.

Minn. Stat. § 122A.40, subd. 5(a), also provides that “the board must give any such [probationary] teacher whose contract it declines to renew for the following school year written notice to that effect before July 1.” Relator argues that the school board did not comply with this provision because, by the time relator’s attorney requested the reasons for his nonrenewal on July 2, the time for ISD 712 to comply with the July 1, 2025, notice requirement had lapsed. There are two flaws in relator’s argument. First, the notice of nonrenewal sent to relator on June 18 had already provided the reason for the nonrenewal. Second, relator waited eight days after receiving notice of his nonrenewal on June 24 before requesting the reasons on July 2.

Relator also argues that he “was denied his due process rights because he was denied any meaningful opportunity to present reasons, either in person or in writing, why the proposed termination action should be taken, which is a fundamental due process right created under Minn. Stat. § 122A.40 et [seq].” But under Minn. Stat. § 122A.40, subd. 7(a) (2024), the right to “a hearing before the board or an arbitrator” before nonrenewal

accrues only after the probationary period has been completed, and relator's probationary period had not been completed when he was not renewed. ISD 712 did not deprive relator of the due process provided by the statutes.

## **2. Subject-Matter Jurisdiction Over Relator's OML Claim**

ISD 712 argues that this court lacks subject matter jurisdiction over relator's OML claim. Appellate courts review subject matter jurisdiction de novo. *Zweber v. Credit River Twp.*, 882 N.W.2d 605, 608 (Minn. 2016). "Subject matter jurisdiction is the authority of the court to hear the type of dispute at issue . . . ." *Cnty. of Washington v. City of Oak Park Heights*, 818 N.W.2d 533, 538 (Minn. 2012). "The writ of certiorari is an extraordinary remedy that is not granted where there is an adequate remedy in the ordinary course of the law." *Nelson v. Schlener*, 859 N.W.2d 288, 292 (Minn. 2015) (discharging a writ granted to a university employee who had failed to exhaust the university's grievance process) (quotation omitted); *see also Stephens v. Bd. of Regents*, 614 N.W.2d 764, 777 (Minn. 2016) (discharging a writ granted to a university employee who had failed to exhaust the university's grievance process); *Willis v. Cnty. of Sherburne*, 555 N.W.2d 277, 283 (Minn. 1996) (holding that a Minnesota Human Rights Act claim is not required to be pursued by certiorari).

This court lacks subject-matter jurisdiction over relator's OML claim because the OML provides a remedy in Minn. Stat. § 13D.06, subd. 2 (2024) ("An action to enforce the penalty in subdivision 1 may be brought by any person in any court of competent jurisdiction where the administrative office of the governing body is located.") Thus, relator's remedy for ISD 712's alleged violation of the OML was bringing an action in a

court of competent jurisdiction. Instead, he brought his OML claim in a petition for certiorari to this court.

Relator argues that he does not have “an adequate remedy in the course of law” under the OML because he seeks reinstatement in his position and reimbursement of his lost wages and the OML authorizes relief limited to \$300 for each violation and a maximum of \$13,000 in attorney fees. But allowing an OML claim on certiorari review would not enlarge the remedies available under the statute. Thus, the limitations on remedies under the OML does not confer jurisdiction on this court to hear such claims. Relator concedes in his brief that (1) “a violation of the OML does not justify invalidation of certain actions of a government body,” (2) “courts have held that actions taken in violation of . . . the OML do not justify invalidation of the agency’s actions either partially or in its entirety,” (3) “damages under the facts of this case under the OML would be de minimis in comparison to a full reinstatement and lost wages, which is what [relator] is seeking in this case,” and (4) “[t]he OML does not allow . . . relator to seek reinstatement and full back pay due to the violations of the OML.”

Thus, because the OML provides a remedy for OML violations outside this court, this court lacks subject-matter jurisdiction over relator’s OML claim.

**Affirmed; motion granted.**