

Agenda

- I. **Call to Order - Chair Dr. DeeDee Currier**
- II. **Roll Call - Chair Dr. DeeDee Currier**
- III. **Conduct Pledge of Allegiance - Chair Dr. DeeDee Currier**
- IV. **Preamble - Mark Zuzek**
- V. **Visitors Opportunity to be Heard - Chair Dr. DeeDee Currier**
- VI. **Consent Items**
 - A. Approve Board Minutes from October 6, 2020
 - B. Review Personnel Items
 - C. Approve final reading of policies:
452 - Employment of Temporary Employees; 453 - Non-Licensed Substitute Pay Schedule; 454 - Instructor Attendance; 458 - Instructional Staff Performance Appraisal; 462 - Building Security; 463 - Jury Duty - Policy 456 - Substitute Instructor Pay Schedule; Policy 521 - Student Disability Non-Discrimination; Policy 461 - Staff Use of District Facilities Equipment; Policy 465 - Employee Time off for Union Negotiations; Policy 483 - Uniforms for School District Personnel, Safety Eyewear and Other Personal Protective Equipment.
- VII. **Donations**
- VIII. **Executive Director of Business Services - Nicolle Roush**
 - A. Review and Approve Bills, Wire Transfers and Investment Report - Nicolle Roush
- IX. **New Business**
 - A. Returning to Learning Updates for 917 - Mark Zuzek
 - B. Review and Approve Revenue and Expenditure Report - Nicolle Roush
 - C. Review and Approve Aged Accounts Receivable - Nicolle Roush
 - D. Review and Approve Operational Focus for 2020-2021 - Mark Zuzek
 - E. Review and Approve Paraprofessional Contract for 2020-2022 - Mark Zuzek
- X. **Policies 601 and 603 - Dr. Brooke Peterson**
 - A. Review and Approve Policy 820 School Closings in Exigent Emergencies, final reading - Mark Zuzek
- XI. Future Agenda Items
- XII. Adjournment

REMOTE SCHOOL BOARD MEETINGS

Supt. Zuzek read the following statement:

“Intermediate School District 917 – General Process for Remote School Board Meetings. Due to the current federal and state emergency declarations, the Minnesota directive to residents to stay at home, and guidance about limiting person-to-person contact due to the COVID-19 (coronavirus) pandemic, this meeting of the Intermediate School District 917 School Board is being conducted in accordance with Minnesota Statutes 13D.021 – Meetings by Telephone or Other Electronic Means.

Due to the health pandemic, the school board determined that it is not feasible for at least one board member, the superintendent, or the school district’s legal counsel to be physically present at the regular meeting location and that it is not feasible for the public to attend this meeting at the regular meetings location due to the health pandemic. Persons may monitor this meeting from a remote location by video link through Google Hangouts. School board members are reminded to mute their microphone or phone when they are not speaking. School board members wishing to speak should ‘raise hand via Boardbook’ and wait to be recognized by the Chair. If not recognized, then go off mute and let us know.

The chair will determine the order in which board members wishing to speak will be recognized. When recognized, the board member should unmute the microphone or phone, speak, and then mute their device.

All votes will be conducted by roll call. Each school board member should wait until their name is called before voting.

This meeting is being recorded and is available upon request.”

INTERMEDIATE SCHOOL DISTRICT 917

A School Board Meeting of the Intermediate School District 917 School Board was held on Tuesday, October 6, 2020, via Google Hangouts.

Members Present: Tom Bennett, DeeDee Currier, Kathy Lewis, Wendy Felton, Cindy Nordstrom, Vanda Pressnall, Dave Pemble, Melissa Sauser, Byron Schwab and ex-officio member Superintendent Mark Zuzek.

Members Absent: none.

Also Present: Nicolle Roush, Eric VanBrocklin, Melissa Schaller, Brooke Peterson, and Linda Berg

School Board Chair Dr. DeeDee Currier called the meeting to order at 5:00 PM.

Roll call was taken.

The Pledge of Allegiance was conducted.

Supt. Zuzek read the following statement:

“Intermediate School District 917 – General Process for Remote School Board Meetings. Due to the current federal and state emergency declarations, the Minnesota directive to residents to stay at home, and guidance about limiting person-to-person contact due to the COVID-19 (coronavirus) pandemic, this meeting of the Intermediate School District 917 School Board is being conducted in accordance with Minnesota Statutes 13D.021 – Meetings by Telephone or Other Electronic Means.

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The chair will determine the order in which board members wishing to speak will be recognized. When recognized, the board member should unmute the microphone or phone, speak, and then mute their device.

All votes will be conducted by roll call. Each school board member should wait until their name is called before voting.

Persons monitoring this meeting from a remote location may submit a comment by emailing linda.berg@isd917.org.

This meeting is being recorded. Access to the recording will be made available on the school district's website as soon as it is reasonably possible."

There were no visitors to be heard.

Melissa Schaller gave an update on Special Education news.

Eric VanBrocklin gave an update on DCALS' sites.

1. Motion by Dave Pemble, seconded by Byron Schwab, to approve the consent items, as presented. Voting aye: Tom Bennett, DeeDee Currier, Wendy Felton, Kathy Lewis, Cindy Nordstrom, Vanda Pressnall, Dave Pemble, Melissa Sauser, Byron Schwab. Voting naye: None. Motion carried.
 - **Minutes:** September 8, 2020, Regular School Board Meeting
 - **Personnel:** *New Hires:* Sabreena Daveauz, Classroom Assistant, effective October 5, 2020. Chelsea Schlegel, Program Assistant, effective September 17th, 2020. Susanne Sixl, Health Associate, effective September 17th, 2020. *Rehires:* Kacy Rodamker, Classroom Assistant, effective August 29, 2020. *Change in Status:* Amanda Berger, Student Assistant to Classroom Assistant, effective September 3, 2020. *Leaves of Absence:* Jenna Moon, Special Education Teacher, effective November 23, 2020 - December 11, 2020. *Resignation & Terminations:* Melissa Ackerson, Classroom Assistant, effective September 28, 2020. Abby Hedquist, Classroom Assistant, effective October 2, 2020. Erika Hildreth-Moravec, Classroom Assistant, effective August 28, 2020. Tammi Holter, Classroom Assistant, effective September 2, 2020. Jayme Judnick, Classroom Assistant, effective October 6, 2020. Julia Kenow, Classroom Assistant, effective September 2, 2020. Kellie Lange, Program Assistant, effective September 28, 2020. Kimberly Macinnes, Classroom Assistant, effective September 22, 2020. Colleen Moore, Classroom Assistant, effective September 8, 2020. Alison Steuber, Special Education Teacher, effective October 2, 2020. Dominique Triplett, Classroom Assistant, effective September 29, 2020. Approve Memorandum of Understanding for health insurance for employee. Approve leave request for employee. Voting aye: Tom Bennett, DeeDee Currier, Wendy Felton, Kathy Lewis, Cindy Nordstrom, Vanda Pressnall, Dave Pemble, Melissa Sauser, Byron Schwab. Voting naye: None. Motion carried.
2. Board Member Wendy Felton introduced the following resolution: Resolution to Accept Donations in the amount \$1950. The motion for the adoption of the foregoing resolution was duly seconded by Byron Schwab and upon vote being taken thereon, the following voted in favor thereof: Tom Bennett, DeeDee Currier, Wendy Felton, Kathy Lewis, Cindy Nordstrom, Vanda Pressnall, Dave Pemble, Melissa Sauser, Byron Schwab. Voting naye: None. Motion carried.
3. Motion by Tom Bennett, seconded by Byron Schwab, to approve the bills from September 2, 2020, to September 30, 2020, and wire transfers, as presented by the Business Manager. Voting aye: Tom Bennett, DeeDee Currier, Wendy Felton, Kathy Lewis, Cindy Nordstrom, Vanda Pressnall, Dave Pemble, Melissa Sauser, Byron Schwab. Voting naye: None. Motion carried.
4. Motion by Cindy Nordstrom, seconded by Wendy Felton, to approve the following policies on a first reading basis: 452 – Employment of Temporary Employees; 453 – Non-Licensed Substitute Pay Schedule; 454 – Instructor Attendance; 458 – Instructional Staff Performance Appraisal; 462 – Building Security; Policy 456 – Substitute Instructor Pay Schedule; Policy 521 – Student Disability Non-Discrimination; Policy 461 – Staff Use of District Facilities Equipment; Policy 465 – Employee Time off for Union Negotiations; Policy 820 - Provisions for the Closing of Schools Due to Inclement

Weather or Other Exigency; Policy 483 – Uniforms for School District Personnel, Safety Eyewear and Other Personal Protective Equipment. Voting aye: Tom Bennett, DeeDee Currier, Wendy Felton, Kathy Lewis, Cindy Nordstrom, Vanda Pressnall, Dave Pemble , Melissa Sauser, Byron Schwab. Voting naye: None. Motion carried.

5. Motion by Melissa Sauser, seconded by Byron Schwab, to table the Strategic Plan and the Operational Directives until the November 10, 2020, School Board Meeting. The Board reviewed the Strategic Plan and will move this to a board workshop on October 22, 2020. Voting aye: Tom Bennett, DeeDee Currier, Wendy Felton, Kathy Lewis, Cindy Nordstrom, Vanda Pressnall, Dave Pemble , Melissa Sauser, Byron Schwab. Voting naye: None. Motion carried.
6. Motion by Dave Pemble, seconded by Byron Schwab, to approve the Temporary Work Agreement for first quarter of 2020-2021 (July to September), as presented. (Addendum A.) Voting aye: Tom Bennett, DeeDee Currier, Wendy Felton, Kathy Lewis, Cindy Nordstrom, Vanda Pressnall, Dave Pemble, Melissa Sauser, Byron Schwab. Voting naye: None. Motion carried.
7. Motion Kathy Lewis, seconded by Wendy Felton, to approve the Assurance of Compliance, as presented. This is available on our website at www.isd917.org. (Addendum B.) Voting aye: Tom Bennett, DeeDee Currier, Wendy Felton, Kathy Lewis, Cindy Nordstrom, Vanda Pressnall, Dave Pemble , Melissa Sauser, Byron Schwab. Voting naye: None. Motion carried.

Kathy Lewis left the meeting at 6:30 PM.

8. Motion Byron Schwab, seconded by Dave Pemble, to approve to continue with Kansas City Life Insurance as 917's life insurance provider going into the second year of a three-year rate guarantee with the lowest rate offered. It is also recommended we switch LTD coverage to Madison National Life for a three-year rate guarantee at our current rate. By splitting coverage with two different carriers, NIS will be able to continue administration with minimal disruption from an administrative and billing standpoint. This will allow us to continue at our current rate for LTD coverage with a goal of going into the next renewal with a lower experience rating after a period of higher claims on the district LTD plans. (Addendum C.) Voting aye: Tom Bennett, DeeDee Currier, Wendy Felton, Kathy Lewis, Cindy Nordstrom, Vanda Pressnall, Dave Pemble , Melissa Sauser, Byron Schwab. Voting naye: None. Motion carried.
9. Motion by Tom Bennett, seconded by Byron Schwab, to approve the recommendation from the insurance committee to approve staying with Medica for administration of the self-funded insurance plan with no benefit changes and a 1% premium increase, and Delta Dental for administration of the self-funded dental plan with the benefit enhancement of removing the annual deductible and no premium increase effective for the January 1, 2021 plan year. (Addendum D.) Voting aye: Tom Bennett, DeeDee Currier, Wendy Felton, Kathy Lewis, Cindy Nordstrom, Vanda Pressnall, Dave Pemble , Melissa Sauser, Byron Schwab. Voting naye: None. Motion carried.
10. Motion by Byron Schwab, seconded by Vanda Pressnall, to approve the Proclamation from Governor Walz for Principals' Week October 5-11, 2020. (Addendum E.) Voting aye: Tom Bennett, DeeDee Currier, Wendy Felton, Kathy Lewis, Cindy Nordstrom, Vanda Pressnall, Dave Pemble , Melissa Sauser, Byron Schwab. Voting naye: None. Motion carried.

11. Melissa Schaller reported on October 1 enrollment counts in Special Education.
12. Eric VanBrocklin reported on October 1 enrollment counts in all DCALS programs.
13. Motion by Byron Schwab, seconded by Dave Pemble, to adjourn the meeting.

There being no further business the meeting adjourned at 7:10 PM.

The next regular School Board Meeting will be Tuesday, November 10, 2020, at 5:00 PM.

Clerk

**SUMMARY OF PERSONNEL ITEMS RECOMMENDED
FOR ACTION AT BOARD MEETING OF NOVEMBER 10, 2020**

NEW HIRES:

Jayle Engberg, Classroom Assistant, effective October 26, 2020.

James Horace, Classroom Assistant, effective October 26, 2020.

Sara Stelflug, Classroom Assistant, effective October 14, 2020.

Rebecca Strickland, Classroom Assistant, effective November 2, 2020.

Emily Waller, Classroom Assistant, effective October 14, 2020.

RE-HIRES:

CHANGE IN STATUS:

LEAVES OF ABSENCE:

RESIGNATION & TERMINATIONS:

Karley Branscomb, Classroom Assistant, effective October 28, 2020.

Kaytlyn Knight, Classroom Assistant, effective August 30, 2020.

Savannah Mead, Classroom Assistant, effective November 17, 2020.

Kacy Rodamaker, Classroom Assistant, effective September 25, 2020.

Alyssa Tongue, Special Education Teacher, effective October 19, 2020.

RETIREMENTS:

Lynn Morris, Math Teacher, effective January 22, 2021.

MEMORANDUM

TO: School Board
FROM: Mark A. Zuzek
DATE: November 10, 2020
REGARDING: Policy Review Update for the board meeting

The attached policies are on the Consent Agenda for the November 10, 2020, School Board meeting. This is the final reading.

Policies Suggested to be Removed: (These were last reviewed in 2007. The policies below are covered by statute or contract language or are simply not necessary.)

452 – Employment of Temporary Employees. (These are reviewed quarterly by the School Board through the Temporary Work Agreement documents.)

453 – Non-Licensed Substitute Pay Schedule – (Recommend removing it because we use Teachers On Call to provide these services, and that contract articulates the relationship with TOC and the pay rates.)

454 – Instructor Attendance (referenced in staff handbook, not a required policy).

458 – Instructional Staff Performance Appraisal (referenced in statute, and in employee contracts).

462 – Building Security (outdated, only references keys and says nothing about video, or motion and door alarms. There is significant variation in the security protocols at each site).

463 – Jury Duty (referenced in employee contracts).

The following policies need to be reviewed annually:

Policy 456 – Substitute Instructor Pay Schedule – This policy needs annual review. (FYI – the teacher substitute pay rate is approved at the July Board meeting.)

Policy 521 – Student Disability Non-Discrimination. This is a new policy that was part of one of our older policies that was converted to Policy 506. This policy is mandatory and needs annual review.

These policies also need review:

Policy 461 – Staff Use of District Facilities Equipment. This policy was last reviewed in 2007.

Policy 465 – Employee Time off for Union Negotiations. This is covered in statute and the teacher and paraprofessional contracts. This policy was last reviewed in 2007. This policy is not mandatory and does not require an annual review.

Policy 483 – Uniforms for School District Personnel, **Safety Eyewear and Other Personal Protective Equipment.** This was combined with Policy 484 – Safety Eyewear. This policy was last reviewed in 2007. This policy is not mandatory and does not require an annual review.

521 STUDENT DISABILITY NONDISCRIMINATION

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

[Note to School board from M. Zuzek: There was a single reference (6.33) to this required policy in the previous Student Discipline Policy 6.3. This will be a new Policy.]

I. PURPOSE

The purpose of this policy is to protect ~~disabled~~—students **with disabilities** from discrimination on the basis of disability and to identify and evaluate learners who, within the intent of Section 504 of the Rehabilitation Act of 1973 (Section 504), need services, accommodations, or programs in order that such learners may receive a free appropriate public education.

II. GENERAL STATEMENT OF POLICY

- A. ~~Disabled students~~ **Students with disabilities** who meet the criteria of paragraph C. below are protected from discrimination on the basis of a disability.
- B The responsibility of the school district is to identify and evaluate learners who, within the intent of Section 504, need services, accommodations, or programs in order that such learners may receive a free appropriate public education.
- C. For this policy, a learner who is protected under Section 504 is one who:
1. has a physical or mental impairment that substantially limits one or more of such person's major life activities; or
 2. has a record of such an impairment; or
 3. is regarded as having such an impairment.
- D. Learners may be protected from disability discrimination and be eligible for services, accommodations, or programs under the provisions of Section 504 even though they are not eligible for special education pursuant to the Individuals with Disabilities Education Act.

III. COORDINATOR

Persons who have questions or comments should contact **Don Budach, Assistant Director, 1300 145th Street East, Rosemount, 651-423-8426**. This person is the school

district's Americans with Disabilities Act/Section 504 coordinator. **Alternate coordinator will be Superintendent Mark Zuzek, 1300 145th Street East, Rosemount, 651-423-8226.**

Legal References: Pub. L. 110-325, 122 Stat. 3553 (ADA Amendments Act of 2008, § 7)
29 U.S.C. § 794 *et seq.* (Rehabilitation Act of 1973, § 504)
34 C.F.R. Part 104 (Section 504 Implementing Regulations)

Cross References: MSBA/MASA Model Policy 402 (Disability Nondiscrimination)

Suggest removing this policy

400 PERSONNEL

452 EMPLOYMENT OF TEMPORARY EMPLOYEES

Under the direction of the superintendent, the District administration is authorized to employ temporary employees as required to meet the ongoing needs of Intermediate School District 917.

The Superintendent or designee will approve all rates of pay and hours of employment based upon employee contracts and/or School Board Policy.

The Administration will report and recommend Board approval of temporary staff and support personnel on a quarterly basis at regularly scheduled Board meetings. FYI - **This is done quarterly as the TWA - Temporary Work Agreement and Board Approved.**

The payroll department will be informed about temporary employees with timely reports to meet payroll requirements, withholding needs, etc.

Temporary employees are encouraged to apply for regular or part-time positions.

Board Approved 1/16/90
Revised: May 1, 2007

RECOMMEND REMOVING THIS POLICY

453 NON-LICENSED SUBSTITUTE PAY SCHEDULE

Custodial/Maintenance Substitutes

Short-term: Custodial- Initial step, Level II

Maintenance- Initial step, Level IV

Long-term: Placement on the Custodial/Maintenance salary schedule.

Interpreter Substitutes

Short-term: Initial step, Noncertified

Long-term: Placement on the Interpreter salary schedule.

~~Secretarial~~ Administrative Assistants/Clerical Substitutes

Short-term: Initial step, Level II

Long-term: Placement on the Secretarial/Clerical salary schedule.

Program Assistant Substitutes

Short-term: Initial step

Long-term: Placement on the Program Assistant salary schedule.

The above referenced steps and salary schedules are those in the agreement in effect at the time of employment.

Long-term shall refer to any assignment lasting longer than 30 duty days.

The above pay rates are a guideline.

The Superintendent or his/her designee is authorized to place substitutes at a higher position on the respective salary schedules based on training, experience and market considerations.

Suggest removing this policy

400 PERSONNEL

454 INSTRUCTOR ATTENDANCE

Faculty and staff are expected to set the example for students by starting and ending their planned classes on time as scheduled and by their own regular and punctual attendance.

When faculty and staff are to be absent from work, prior approval must be obtained from their immediate supervisor. Notify your supervisor of your impending absence and the need for a substitute. Provide other information as appropriate (i.e. details on instruction).

Upon return from absence an employee absence report identifying time away from work must be turned in. This will need to be verified by the employee's immediate supervisor.

In the event an employee anticipates being late for work (car trouble or other emergency) notify your immediate supervisor.

Intermediate School District 917 administration shall develop procedures to implement the above policy.

7/22/80
Board Approved 7/17/90
Revised: May 1, 2007

456 SUBSTITUTE INSTRUCTOR PAY SCHEDULE

I. Definition

A daily substitute teacher is a person hired to replace an absent teacher on a daily basis to cover the teacher's regular assignment for that day pursuant to the direction of the building principal or assigned supervisor.

A long-term substitute teacher is a person hired to replace an absent teacher on a long-term basis to cover the teacher's regular assignment performing all duties of the absent teacher pursuant to the direction of the building principal or assigned supervisor. In accordance with Minn. Stat. section 179.03, a licensed long-term substitute shall be considered a long-term substitute when they are in the same position for 31 days or more.

II. Compensation

Daily substitute teachers shall be paid an established hourly rate consistent with the portion of the day actually worked or required by the payment policies if the District uses a contracted service.

Long-term substitute teachers will be paid as determined by the agreed upon placement on the teacher salary schedule.

The Board of Education shall annually approve the daily substitute hourly rate prior to the beginning of each school year.

III. Benefits

Regular daily and long-term teacher substitutes are not entitled to insurance benefits granted to regular or part-time district teachers. Long-term substitute teachers are eligible for pro-rated leave benefits.

IV. Internal Substitute Instructor

District 917 teachers assigned by their principal/supervisor to teach beyond their normal student contact hours shall be paid their hourly rate pro rata to the employee's contract for the additional student contact time.

District 917 program assistants with teacher licensure who agree to a substitute assignment for a short-term assignment shall be paid their program assistant's hourly rate or teacher daily substitute hourly rate whichever is greater. The program assistant will also maintain their insurance and leave benefits. When a program assistant agrees to a long-term substitute assignment, hourly pay will be determined by the agreed upon placement on the teacher salary schedule. The program assistant will also maintain their insurance and leave benefits when in a long-term teacher substitute assignment.

V. Summer School Substitute Instructor Pay

Summer school substitute instructors shall be paid the daily substitute teacher rate. District 917 contracted teachers who substitute during summer school sessions shall be paid their hourly rate pro rata to the employee's contract.

Suggest removing this policy

400 PERSONNEL

458 INSTRUCTIONAL STAFF PERFORMANCE APPRAISAL

The Board of Intermediate School District No. 917 recognizes that the instruction process is complex and that the appraisal of this process is a difficult and technical function. It is universally accepted that excellence in teaching is the most important element in a sound educational program, instructor appraisal must be done.

Appraisal of instructional performance should serve several purposes:

1. To maintain and/or raise the quality of instruction and educational services available to the students of our district;
2. To aid the individual instructor to improve professionally;
3. To gather information for staff development decisions and activities.

District 917 administration will maintain a continuous appraisal of the instructional staff with performance appraisals to be made as follows:

1. Probationary instructors, a minimum of three (3) formal performance appraisals per school year.
2. Nonprobationary instructors, a minimum of one (1) formal performance appraisal every three (3) years.

The appraiser of performance shall utilize the appropriate District 917 appraisal form and develop a written performance appraisal. The written performance appraisal must be discussed with the staff person. In all cases, the staff person may include his or her response to the appraisal for inclusion in the file.

Performance appraisal reports will be made a part of the instructor's record and may be used by the administration and Board when changes in personnel status are being considered. The instructor shall receive a copy of the review if he or she so desires.

All appraisals of instructor performance shall be conducted openly and with full knowledge of the employee.

Therefore, the Board charges the District administration with developing, organizing, and implementing a system-wide program for appraising all licensed personnel as one means to insure quality of instruction. The Board also encourages all instructors to be continually involved in a self-appraisal process for purposes of self-improvement.

District 917 administration shall make an effort to improve the performance of all employees in areas needing improvement as indicated in the employee performance appraisal process.

Board Approved 4/21/98

Revised 6/25/79

Revised 3/19/85

Revised 10/1/91

Revised: May 1, 2007

Intermediate School Board Policy 461 Staff Use of District Facilities/Equipment
Board Approved May 1, 2007
Board review, first reading, October 6, 2020
Final reading, November 10, 2020

461 Staff Use of District Facilities/Equipment

District 917 School Board and Administration urges staff use of the District's facilities to develop and improve instructional aids, curriculum, instructional materials and laboratory organization. This type of activity will take place however, only when proper administrative supervision is in the facility. Use of district facilities, laboratories and/or equipment for personal gain or personal use is strictly prohibited. Tools, equipment, furnishings, materials, supplies, etc. shall only be taken from the district facility with prior written approval.

All civic projects which involve the use of school equipment and/or materials, need administrative written approval prior to any commitment being made by district staff, and said projects must be in agreement with District 917 School Board Policy.

6/25/79
Revised 5/7/91
Revised: May 1, 2007

Suggest removing this policy

400 PERSONNEL

463 JURY DUTY

School District 917 employees recognize that certain civic duties are an obligation of all citizens.

The school district will pay the regular salary to the employee during the time of service on jury duty.

The employee will reimburse to the district any sum paid for such jury duty. Any sum paid for travel expense will be retained by the employee.

The employee is expected to return to work immediately on dates when he/she is excused from jury duty.

Board Approved 6/25/79
Revised 12/2/91
Revised 5/1/2007
Revised 10/2/12

Suggest removing this policy

400 PERSONNEL

462 BUILDING SECURITY

Building and/or laboratory, equipment and facility security is the responsibility of all District 917 staff. The following shall be policy governing building key handling procedures as developed by District 917 administration.

1. All keys for District 917 building door locks shall be acquired through the District key acquisition process.
2. There shall be no independent building key transfers (from staff to staff). Keys shall be transferred through a standard process as established by District 917 administration and approved by the School Board.
3. Building door keys shall be maintained in the possession of staff and not given to students or other unauthorized staff. Any exceptions to this must have building administration approval.
4. Lost building door keys shall be reported immediately to the appropriate Supervisor.
5. Duplication of building door keys shall be done through the appropriate building administration. Staff members shall not duplicate or have duplicated building door keys.
6. Staff needing door keys for their assigned responsibilities/assignments, etc. shall be issued the necessary keys and thereafter shall be responsible for unlocking and locking their own classrooms, laboratories, pods and office areas (security is the responsibility of all staff).
7. Terminating employees shall turn in all building keys in their possession prior to receiving their final pay check. Similarly transferring employees shall turn in building door keys prior to transferring to another location within the district. Additionally, those staff reassigned and remaining at the same building location (and not needing certain building keys for their new assignment) shall turn in all unnecessary building keys to their Supervisor.

District 917 administration shall develop procedures to implement the above policy.

Board Approved 6/25/79
Revised 4/7/92

Revised: May 1, 2007

*Intermediate School District Policy 465 Employee Time Off For Union Negotiation
Activities Approved August 18, 1992
Revised: May 1, 2007
Board review, first reading, October 6, 2020
Final reading, November 10, 2020*

[Note to School Board from M. Zuzek: The provisions in this Policy are required by Minnesota Statute, and the provisions are also found in the Teacher and Paraprofessional contracts. Although the procedures are required, the policy is not mandatory.]

465 EMPLOYEE TIME OFF FOR UNION NEGOTIATION ACTIVITIES

Section 1. Statutory: Pursuant to Minnesota Stat. § 179A.07, Subd. 6, the School District will provide reasonable time off to employees who are elected officers or appointed representatives of a Union to conduct the duties of the exclusive representative in connection with negotiations, mediation or arbitration activities between the School District and the Union. Except as otherwise provided in this policy, such time off will be without pay.

Section 2. Avoid Interruption of Services: To the extent practicable, the School District shall endeavor to schedule meetings with employee organizations at off hours so as not to interfere with the employee work schedule.

Section 3. Attendance: When it is necessary to conduct negotiation, mediation or arbitration activities during working hours, the School District shall permit one employee of the appropriate unit, as determined by the union, to be in attendance at such session without loss of pay. If more than one employee attends such meetings, such employee will receive a deduction in wages for lost time.

Section 4. Request for Leave: An employee seeking either paid or unpaid absence pursuant to this policy shall make timely written request to the School District for such leave.

*Intermediate School District 917 Policy 483 Uniforms for School District Personnel, Safety Eyewear, and Other Personal Protective Equipment
Board Reviewed, May 1, 2007
Board reviewed, first reading, October 6, 2020
Final review, November 10, 2020*

483 UNIFORMS FOR SCHOOL DISTRICT PERSONNEL, SAFETY EYEWEAR, AND OTHER PERSONAL PROTECTIVE EQUIPMENT

The District 917 School Board recognizes that for employees in certain positions, it is appropriate for the School District to provide uniforms for use in their employment with the School District. Examples include staff working in areas where clothing becomes easily soiled (e.g., shop areas) or where sanitation makes fresh uniforms desirable (e.g. Food Service,) or in situations where consistent employee image is important.

The Board authorizes the furnishing of uniforms and other appropriate apparel (e.g., shop coats) to employees for use during their hours of employment with District 917. The administration shall develop procedures determining which positions shall have uniforms, the conditions of issuance and use, and other pertinent matters.

The District 917 School Board recognizes that state and federal laws, and reasonable safety precautions require that safety eyewear and other personal protective equipment (PPE) be worn by employees who are required to perform duties in areas requiring safety eyewear or PPE.

The District 917 School Board authorizes the purchase of safety eyewear and PPE for this purpose, and authorizes furnishing prescription safety eyewear to those employees who require corrective lenses, and who are required in the performance of their duties to be in areas requiring safety eyewear.

The administration shall develop procedures to implement this policy.

Intermediate School District #917
School Board

Resolution to Accept Donations

Board member _____ introduced the following Resolution:

RESOLVED, that the School Board of Intermediate School District 917 accept the following donations, as indicated below, in the amount of \$1290.

1. Donation to the Fundamental Chef Training Program to be used to pack and transport students' ingredients to their homes. On students' hybrid days, they watch Chef Patty's cooking demonstration live during their scheduled class time. After, they use the ingredients to prepare the daily cooking assignment. The students then send a photo of the finished, plated product to Chef Patty. The following was donated by:
 - Deb Kelly's contact, Dana McDonald at Wings Financial in Apple Valley--24 soft-sided coolers-valued at \$240.00.
 - Craig Lindberg--30 soft-sided coolers--valued at \$300.00.
 - Brenda Kadlec at Dakota Electric--24 hard-shell lunch coolers, valued at \$240.00.
 - Terri Lomas--48 ice packs, valued at \$180.00.
 - Lisa Rasmussen--10 ice packs, valued at \$40.00.
 - Dale Engman--10 ice packs, valued at \$40.00.

2. Donation of \$250 from Mark and Janet Schneider of Farmington to be used to purchase gift cards for students' needs in the DCALS program. (Value: \$250.)

The motion for the adoption of the foregoing resolution was duly seconded by _____ and upon vote being taken thereon, the following voted in favor: _____, and the following voted against the same:

Whereupon said resolution was duly passed and adopted.

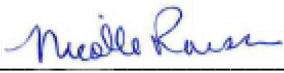
Date Board Approved: _____

AUDREY WEILER, PAYROLL SPECIALIST

PLEASE APPROVE NET PAYROLL FOR

10/15/2020 DIRECT DEPOSITS REGULAR PAY (007)	\$	706,737.24
10/15/2020 CHECKS	\$	-

NET PAYROLL **\$ 706,737.24**

Authorized Signature  Date 10/15/2020

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INTERMEDIATE SCHOOL DISTRICT
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DISTRIBUTION FUND: 01

CHECK NUMBER	ISSUE DATE	VENDOR	STATUS	TOTAL	DESCRIPTION
1903591	10/01/2020	CDWG	R	3092.36	ACCOUNTS PAYABLE CHECK
1903592	10/01/2020	CENTURYLINK	R	1074.63	ACCOUNTS PAYABLE CHECK
1903593	10/01/2020	CENTURYLINK COMMUNICATONS, LLC	R	184.36	ACCOUNTS PAYABLE CHECK
1903594	10/01/2020	DON JOHNSTON INCORPORATED	R	2700.00	ACCOUNTS PAYABLE CHECK
1903595	10/01/2020	FRONTIER COMMUNICATIONS	R	520.91	ACCOUNTS PAYABLE CHECK
1903596	10/01/2020	GENERAL PARTS	R	2937.62	ACCOUNTS PAYABLE CHECK
1903597	10/01/2020	INVER HILLS COMMUNITY COLLEGE	R	397.40	ACCOUNTS PAYABLE CHECK
1903598	10/01/2020	KAREN CASS FELLING, M.A., LP	R	600.00	ACCOUNTS PAYABLE CHECK
1903599	10/01/2020	MACMH (MN ASSOC FOR CHILDREN'S MENT	R	45.00	ACCOUNTS PAYABLE CHECK
1903600	10/01/2020	MARCO INC	R	1342.71	ACCOUNTS PAYABLE CHECK
1903601	10/01/2020	MASE	R	1395.00	ACCOUNTS PAYABLE CHECK
1903602	10/01/2020	MDVI	R	420.00	ACCOUNTS PAYABLE CHECK
1903603	10/01/2020	MENARDS	R	25.74	ACCOUNTS PAYABLE CHECK
1903604	10/01/2020	METRO ECSU-REGION 11 ISD #920	R	700.00	ACCOUNTS PAYABLE CHECK
1903605	10/01/2020	NARDINI FIRE EQUIP CO	R	80.35	ACCOUNTS PAYABLE CHECK
1903606	10/01/2020	NASCO	R	35.62	ACCOUNTS PAYABLE CHECK
1903607	10/01/2020	NEWS-2-YOU INC	R	18639.75	ACCOUNTS PAYABLE CHECK
1903608	10/01/2020	NORTHEAST METRO 916	R	632.50	ACCOUNTS PAYABLE CHECK
1903609	10/01/2020	PEDIATRIC HOME SERVICE	R	2437.50	ACCOUNTS PAYABLE CHECK
1903610	10/01/2020	PRIOHEALTH ORDERS	R	149.00	ACCOUNTS PAYABLE CHECK
1903611	10/01/2020	PROCARE THERAPY	R	6007.50	ACCOUNTS PAYABLE CHECK
1903612	10/01/2020	RIFTON EQ/COMMUNITY PRODUCTS LLC	R	48.75	ACCOUNTS PAYABLE CHECK
1903613	10/01/2020	ROOF TECH	R	463.85	ACCOUNTS PAYABLE CHECK
1903614	10/01/2020	SCHOLASTIC INC.	R	214.39	ACCOUNTS PAYABLE CHECK
1903615	10/01/2020	SSP/IGH ROTARY CLUB	R	156.00	ACCOUNTS PAYABLE CHECK
1903616	10/01/2020	ST PAUL PIONEER PRESS	R	27.52	ACCOUNTS PAYABLE CHECK
1903617	10/01/2020	SUNBELT STAFFING, LLC	R	3311.00	ACCOUNTS PAYABLE CHECK
1903618	10/01/2020	TEACHERS ON CALL	R	3267.97	ACCOUNTS PAYABLE CHECK
1903619	10/01/2020	TFH SPECIAL NEEDS TOYS	R	618.50	ACCOUNTS PAYABLE CHECK
1903620	10/01/2020	THE SERVICE AGENCY	R	8525.00	ACCOUNTS PAYABLE CHECK
1903621	10/01/2020	TRIG LIFE SERVICES	R	1154.00	ACCOUNTS PAYABLE CHECK
1903622	10/01/2020	WE SELL MATS	R	999.92	ACCOUNTS PAYABLE CHECK
1903623	10/01/2020	XCEL ENERGY	R	8508.76	ACCOUNTS PAYABLE CHECK
1903624	10/02/2020	WISCONSIN SCTF	R	845.39	ACCOUNTS PAYABLE CHECK
1903625	10/02/2020	O.P.E.I.U., LOCAL 12	R	573.77	ACCOUNTS PAYABLE CHECK
1903626	10/02/2020	S.E.P., LOCAL 4242	R	3585.12	ACCOUNTS PAYABLE CHECK
1903627	10/02/2020	IVY FUNDS	R	762.49	ACCOUNTS PAYABLE CHECK
1903628	10/08/2020	AED SUPERSTORE	R	320.80	ACCOUNTS PAYABLE CHECK
1903629	10/08/2020	APPLE COMPUTER, INC	R	1300.00	ACCOUNTS PAYABLE CHECK
1903630	10/08/2020	ARVIG ENTERPRISES, INC	R	2525.71	ACCOUNTS PAYABLE CHECK
1903631	10/08/2020	CHROMEBOOKPARTS.COM	R	109.98	ACCOUNTS PAYABLE CHECK
1903632	10/08/2020	COMMERS THE WATER STORE	R	59.90	ACCOUNTS PAYABLE CHECK
1903633	10/08/2020	CUB FOODS - ROSEMOUNT	R	114.09	ACCOUNTS PAYABLE CHECK
1903634	10/08/2020	DAVIS PUBLICATIONS, INC	R	8152.70	ACCOUNTS PAYABLE CHECK
1903635	10/08/2020	ECO SHRED MN, INC	R	315.00	ACCOUNTS PAYABLE CHECK
1903636	10/08/2020	HONEST-1 AUTO CARE DIFFLEY77	R	1077.62	ACCOUNTS PAYABLE CHECK
1903637	10/08/2020	MACMH (MN ASSOC FOR CHILDREN'S MENT	R	90.00	ACCOUNTS PAYABLE CHECK
1903638	10/08/2020	MARTIN LAW FIRM PLLC	R	880.00	ACCOUNTS PAYABLE CHECK
1903639	10/08/2020	MASE	R	1500.00	ACCOUNTS PAYABLE CHECK
1903640	10/08/2020	MN CLN SERVICES, INC	R	3884.40	ACCOUNTS PAYABLE CHECK
1903641	10/08/2020	OAKTREE PRODUCTS INC	R	490.58	ACCOUNTS PAYABLE CHECK
1903642	10/08/2020	OMEGA LABS INC	R	565.80	ACCOUNTS PAYABLE CHECK
1903643	10/08/2020	OUTDOOR IMAGES, INC	R	1364.20	ACCOUNTS PAYABLE CHECK

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1903644	10/08/2020	SAVVAS LEARNING COMPANY LLC	R	697.60	ACCOUNTS PAYABLE CHECK
1903645	10/08/2020	PROCARE THERAPY	R	3895.00	ACCOUNTS PAYABLE CHECK
1903646	10/08/2020	REINHART FOODSERVICE, LLC	R	425.47	ACCOUNTS PAYABLE CHECK
1903647	10/08/2020	REPUBLIC SERVICES #923	R	846.92	ACCOUNTS PAYABLE CHECK
1903648	10/08/2020	SCHOLASTIC, INC	R	93.39	ACCOUNTS PAYABLE CHECK
1903649	10/08/2020	SHRED-IT USA	R	239.73	ACCOUNTS PAYABLE CHECK
1903650	10/08/2020	SOCIAL THINKING	R	106.68	ACCOUNTS PAYABLE CHECK
1903651	10/08/2020	SONOVA USA INC.	R	328.99	ACCOUNTS PAYABLE CHECK
1903652	10/08/2020	TEACHERS ON CALL	R	6581.63	ACCOUNTS PAYABLE CHECK
1903653	10/08/2020	TECHNOLOGY BY DESIGN, LLC	R	1088.00	ACCOUNTS PAYABLE CHECK
1903654	10/08/2020	TRIG LIFE SERVICES	R	1154.00	ACCOUNTS PAYABLE CHECK
1903655	10/08/2020	UNIQUE SOFTWARE CORP	R	179.00	ACCOUNTS PAYABLE CHECK
1903656	10/08/2020	VAN PAPER COMPANY	R	240.10	ACCOUNTS PAYABLE CHECK
1903657	10/08/2020	VERIZON WIRELESS	R	1676.50	ACCOUNTS PAYABLE CHECK
1903658	10/08/2020	WESTMINSTER TECHNOLOGIES, INC	R	828.00	ACCOUNTS PAYABLE CHECK
1903659	10/15/2020	ALL IN ONE TRANSLATION AGENCY, LLC	R	90.00	ACCOUNTS PAYABLE CHECK
* 1903659	10/15/2020	ALL IN ONE TRANSLATION AGENCY, LLC	V	-90.00	VOID MANUAL CHECK
1903660	10/15/2020	ALL IN ONE TRANSLATION AGENCY, LLC	R	90.00	ACCOUNTS PAYABLE CHECK
1903661	10/15/2020	APPLE COMPUTER, INC	R	423.00	ACCOUNTS PAYABLE CHECK
1903662	10/15/2020	BAYCOM, INC.	R	2944.00	ACCOUNTS PAYABLE CHECK
1903663	10/15/2020	CDWG	R	1280.07	ACCOUNTS PAYABLE CHECK
1903664	10/15/2020	CHROMEBOOKPARTS.COM	R	22.99	ACCOUNTS PAYABLE CHECK
1903665	10/15/2020	COMPLETE OFFICE INSTALLATION	R	250.00	ACCOUNTS PAYABLE CHECK
1903666	10/15/2020	EDUCATORS BENEFIT CONSULTANTS, LLC	R	239.94	ACCOUNTS PAYABLE CHECK
1903667	10/15/2020	FRONTIER COMMUNICATIONS	R	803.69	ACCOUNTS PAYABLE CHECK
1903668	10/15/2020	FULLY LOADED ELECTRONICS	R	1560.00	ACCOUNTS PAYABLE CHECK
1903669	10/15/2020	HITESMAN & WOLD, PA	R	228.00	ACCOUNTS PAYABLE CHECK
1903670	10/15/2020	ILLUMINATE EDUCATION INC	R	3500.00	ACCOUNTS PAYABLE CHECK
1903671	10/15/2020	IND SCH DIST 192	R	866.00	ACCOUNTS PAYABLE CHECK
1903672	10/15/2020	LOFFLER	R	41.25	ACCOUNTS PAYABLE CHECK
1903673	10/15/2020	MCGRAW HILL LLC	R	476.64	ACCOUNTS PAYABLE CHECK
1903674	10/15/2020	MCGRAW-HILL EDUCATION	R	7200.00	ACCOUNTS PAYABLE CHECK
1903675	10/15/2020	MN ENERGY RESOURCES CORPORATION	R	117.76	ACCOUNTS PAYABLE CHECK
1903676	10/15/2020	NCS PEARSON, INC.	R	771.75	ACCOUNTS PAYABLE CHECK
1903677	10/15/2020	NCS PEARSON, INC.	R	945.00	ACCOUNTS PAYABLE CHECK
1903678	10/15/2020	PLANSOURCE BENEFITS ADMINISTRATION,	R	3768.54	ACCOUNTS PAYABLE CHECK
1903679	10/15/2020	PROCARE THERAPY	R	1620.00	ACCOUNTS PAYABLE CHECK
1903680	10/15/2020	SCHOLASTIC, INC	R	180.73	ACCOUNTS PAYABLE CHECK
1903681	10/15/2020	SUNBELT STAFFING, LLC	R	6333.25	ACCOUNTS PAYABLE CHECK
1903682	10/15/2020	SYSCO MINNESOTA	R	589.35	ACCOUNTS PAYABLE CHECK
1903683	10/15/2020	TFH SPECIAL NEEDS TOYS	R	126.62	ACCOUNTS PAYABLE CHECK
1903684	10/15/2020	TIERNEY BROS. INC	R	6610.71	ACCOUNTS PAYABLE CHECK
1903685	10/15/2020	WESTONE	R	640.50	ACCOUNTS PAYABLE CHECK
1903686	10/19/2020	WISCONSIN SCTF	R	845.39	ACCOUNTS PAYABLE CHECK
1903687	10/19/2020	EDUCATION MINNESOTA, LOCAL 3904	R	9600.77	ACCOUNTS PAYABLE CHECK
1903688	10/19/2020	NCPERS GROUP LIFE INS	R	32.00	ACCOUNTS PAYABLE CHECK
1903689	10/19/2020	O.P.E.I.U., LOCAL 12	R	573.77	ACCOUNTS PAYABLE CHECK
1903690	10/19/2020	RELATED SERVICES NURSES ESP	R	160.70	ACCOUNTS PAYABLE CHECK
1903691	10/19/2020	S.E.P., LOCAL 4242	R	3610.80	ACCOUNTS PAYABLE CHECK
1903692	10/19/2020	IVY FUNDS	R	2244.37	ACCOUNTS PAYABLE CHECK
1903693	10/22/2020	ALL IN ONE TRANSLATION AGENCY, LLC	R	180.00	ACCOUNTS PAYABLE CHECK
1903694	10/22/2020	APPLE COMPUTER, INC	R	757.00	ACCOUNTS PAYABLE CHECK
1903695	10/22/2020	CANON USA	R	208.51	ACCOUNTS PAYABLE CHECK
1903696	10/22/2020	CDWG	R	1800.00	ACCOUNTS PAYABLE CHECK
1903697	10/22/2020	CENTER FOR COLLABORATIVE CLASSROOM	R	432.00	ACCOUNTS PAYABLE CHECK
1903698	10/22/2020	CITY OF APPLE VALLEY	R	240.00	ACCOUNTS PAYABLE CHECK
1903699	10/22/2020	CUB FOODS - INVER GROVE HTS	R	41.34	ACCOUNTS PAYABLE CHECK

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1903700	10/22/2020	DAKOTA COUNTY	R	110.00	ACCOUNTS PAYABLE CHECK
1903701	10/22/2020	DAKOTA TRUCK UNDERWRITERS	R	38924.00	ACCOUNTS PAYABLE CHECK
1903702	10/22/2020	DISCOUNT SCHOOL SUPPLY	R	99.90	ACCOUNTS PAYABLE CHECK
1903703	10/22/2020	FRONTIER COMMUNICATIONS	R	1209.39	ACCOUNTS PAYABLE CHECK
1903704	10/22/2020	HUSSEIN RAJPUT, PHD, LP	R	600.00	ACCOUNTS PAYABLE CHECK
1903705	10/22/2020	IND SCH DIST 191	R	26946.13	ACCOUNTS PAYABLE CHECK
1903706	10/22/2020	IND SCH DIST 195	R	551.04	ACCOUNTS PAYABLE CHECK
1903707	10/22/2020	IXL LEARNING	R	600.00	ACCOUNTS PAYABLE CHECK
1903708	10/22/2020	JOHNSON CONTROLS FIRE PROTECTION	R	576.00	ACCOUNTS PAYABLE CHECK
1903709	10/22/2020	KAREN CASS FELLING, M.A., LP	R	600.00	ACCOUNTS PAYABLE CHECK
1903710	10/22/2020	MALLOY, MONTAGUE, KARNOWSKI, RADOSE	R	8500.00	ACCOUNTS PAYABLE CHECK
1903711	10/22/2020	MARCO INC	R	97.52	ACCOUNTS PAYABLE CHECK
1903712	10/22/2020	MASPA	R	240.00	ACCOUNTS PAYABLE CHECK
1903713	10/22/2020	MEDICAREBLUE RX	R	42.00	ACCOUNTS PAYABLE CHECK
1903714	10/22/2020	PROCARE THERAPY	R	5260.00	ACCOUNTS PAYABLE CHECK
1903715	10/22/2020	RIVERSIDE INSIGHTS	R	793.10	ACCOUNTS PAYABLE CHECK
1903716	10/22/2020	ST PAUL PIONEER PRESS	R	110.08	ACCOUNTS PAYABLE CHECK
1903717	10/22/2020	STYROLITE CHAIR LLC	R	4542.00	ACCOUNTS PAYABLE CHECK
1903718	10/22/2020	TEACHERS ON CALL	R	7212.56	ACCOUNTS PAYABLE CHECK
1903719	10/22/2020	TIERNEY BROS. INC	R	2175.00	ACCOUNTS PAYABLE CHECK
1903720	10/22/2020	USI	R	565.57	ACCOUNTS PAYABLE CHECK
1903721	10/22/2020	VIRCO MFG CORP	R	12784.53	ACCOUNTS PAYABLE CHECK
1903722	10/26/2020	AMAZON.COM, LLC	V	0.00	VOID: MULTI STUB CHECK
1903723	10/26/2020	AMAZON.COM, LLC	V	0.00	VOID: MULTI STUB CHECK
1903724	10/26/2020	AMAZON.COM, LLC	V	0.00	VOID: MULTI STUB CHECK
1903725	10/26/2020	AMAZON.COM, LLC	R	5413.24	ACCOUNTS PAYABLE CHECK
1903726	10/29/2020	ANNE HOFF, SAFE HARBOR COUNSELING	R	1850.00	ACCOUNTS PAYABLE CHECK
1903727	10/29/2020	BLUE BELL ENTERPRISES INC	R	10189.60	ACCOUNTS PAYABLE CHECK
1903728	10/29/2020	CENTERPOINT ENERGY	R	77.56	ACCOUNTS PAYABLE CHECK
1903729	10/29/2020	CENTURYLINK	R	1078.07	ACCOUNTS PAYABLE CHECK
1903730	10/29/2020	CENTURYLINK COMMUNICATONS, LLC	R	184.53	ACCOUNTS PAYABLE CHECK
1903731	10/29/2020	FRONTIER COMMUNICATIONS	R	521.19	ACCOUNTS PAYABLE CHECK
1903732	10/29/2020	HILLER COMMERCIAL FLOORS	R	16145.00	ACCOUNTS PAYABLE CHECK
1903733	10/29/2020	IND SCH DIST 200	R	7968.80	ACCOUNTS PAYABLE CHECK
1903734	10/29/2020	KAREN CASS FELLING, M.A., LP	R	500.00	ACCOUNTS PAYABLE CHECK
1903735	10/29/2020	LOCKGUARD, INC	R	539.50	ACCOUNTS PAYABLE CHECK
1903736	10/29/2020	MARCO INC	R	1467.42	ACCOUNTS PAYABLE CHECK
1903737	10/29/2020	MASE	R	930.00	ACCOUNTS PAYABLE CHECK
1903738	10/29/2020	MCKESSON MEDICAL	R	381.00	ACCOUNTS PAYABLE CHECK
1903739	10/29/2020	MDE-MCIS	R	495.00	ACCOUNTS PAYABLE CHECK
1903740	10/29/2020	OUTDOOR IMAGES, INC	R	652.50	ACCOUNTS PAYABLE CHECK
1903741	10/29/2020	PROCARE THERAPY	R	810.00	ACCOUNTS PAYABLE CHECK
1903742	10/29/2020	REINHART FOODSERVICE, LLC	R	337.63	ACCOUNTS PAYABLE CHECK
1903743	10/29/2020	SAM'S CLUB/SYNCHRONY BANK	R	303.94	ACCOUNTS PAYABLE CHECK
1903744	10/29/2020	SCENARIO LEARNING LLC	R	3184.50	ACCOUNTS PAYABLE CHECK
1903745	10/29/2020	SCHOLASTIC, INC	R	104.39	ACCOUNTS PAYABLE CHECK
1903746	10/29/2020	SOAR LEARNING, INC	R	575.00	ACCOUNTS PAYABLE CHECK
1903747	10/29/2020	SUNBELT STAFFING, LLC	R	25580.00	ACCOUNTS PAYABLE CHECK
1903748	10/29/2020	VAN PAPER COMPANY	R	3633.60	ACCOUNTS PAYABLE CHECK
1903749	10/29/2020	XCEL ENERGY	R	7514.03	ACCOUNTS PAYABLE CHECK
1903750	10/30/2020	WISCONSIN SCTF	R	845.39	ACCOUNTS PAYABLE CHECK
1903751	10/30/2020	EDUCATION MINNESOTA, LOCAL 3904	R	9600.77	ACCOUNTS PAYABLE CHECK
1903752	10/30/2020	O.P.E.I.U., LOCAL 12	R	573.77	ACCOUNTS PAYABLE CHECK
1903753	10/30/2020	RELATED SERVICES NURSES ESP	R	160.70	ACCOUNTS PAYABLE CHECK
1903754	10/30/2020	S.E.P., LOCAL 4242	R	3610.80	ACCOUNTS PAYABLE CHECK
1903755	10/30/2020	IVY FUNDS	R	2244.37	ACCOUNTS PAYABLE CHECK
*V4000685	10/27/2020	AMAZON.COM, LLC	R	767.86	ACCOUNTS PAYABLE VOUCHER

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*V4000686	10/27/2020	ARK THERAPEUTIC	R	227.40	ACCOUNTS PAYABLE VOUCHER
*V4000687	10/27/2020	BATTERYSHARKS	R	204.68	ACCOUNTS PAYABLE VOUCHER
*V4000688	10/27/2020	BEST BUY BUSINESS ADVANTAGE	R	899.85	ACCOUNTS PAYABLE VOUCHER
*V4000689	10/27/2020	WELLS FARGO	V	0.00	VOID: MULTI STUB VOUCHER
*V4000690	10/27/2020	WELLS FARGO	R	5282.55	ACCOUNTS PAYABLE VOUCHER
*V4000691	10/27/2020	CITY OF APPLE VALLEY	R	525.32	ACCOUNTS PAYABLE VOUCHER
*V4000692	10/27/2020	CITY OF INVER GROVE HTS	R	264.33	ACCOUNTS PAYABLE VOUCHER
*V4000693	10/27/2020	LOVING GUIDANCE INC	R	916.70	ACCOUNTS PAYABLE VOUCHER
*V4000694	10/27/2020	DIRECT TEXTILE SUPPLY, LLC	R	3489.51	ACCOUNTS PAYABLE VOUCHER
*V4000695	10/27/2020	DISCOUNT SCHOOL SUPPLY	R	1047.63	ACCOUNTS PAYABLE VOUCHER
*V4000696	10/27/2020	FUN AND FUNCTION	R	512.91	ACCOUNTS PAYABLE VOUCHER
*V4000697	10/27/2020	GOPHER SPORT	R	830.45	ACCOUNTS PAYABLE VOUCHER
*V4000698	10/27/2020	HEALTHIEST YOU	R	3940.00	ACCOUNTS PAYABLE VOUCHER
*V4000699	10/27/2020	INNOVATIVE OFFICE SOLUTIONS	V	0.00	VOID: MULTI STUB VOUCHER
*V4000700	10/27/2020	INNOVATIVE OFFICE SOLUTIONS	V	0.00	VOID: MULTI STUB VOUCHER
*V4000701	10/27/2020	INNOVATIVE OFFICE SOLUTIONS	R	9923.59	ACCOUNTS PAYABLE VOUCHER
*V4000702	10/27/2020	IXL LEARNING	R	1318.00	ACCOUNTS PAYABLE VOUCHER
*V4000703	10/27/2020	JAMF HOLDINGS, INC & SUBSIDIARIES	R	3463.90	ACCOUNTS PAYABLE VOUCHER
*V4000704	10/27/2020	LAKESHORE LEARNING MATERIALS	R	6459.92	ACCOUNTS PAYABLE VOUCHER
*V4000705	10/27/2020	LEARNING RESOURCES	R	72.82	ACCOUNTS PAYABLE VOUCHER
*V4000706	10/27/2020	LOW VOLTAGE INTEGRATORS INC	R	561.61	ACCOUNTS PAYABLE VOUCHER
*V4000707	10/27/2020	NASCO	R	246.89	ACCOUNTS PAYABLE VOUCHER
*V4000708	10/27/2020	OFFICE DEPOT	V	0.00	VOID: MULTI STUB VOUCHER
*V4000709	10/27/2020	OFFICE DEPOT	V	0.00	VOID: MULTI STUB VOUCHER
*V4000710	10/27/2020	OFFICE DEPOT	V	0.00	VOID: MULTI STUB VOUCHER
*V4000711	10/27/2020	OFFICE DEPOT	R	8106.84	ACCOUNTS PAYABLE VOUCHER
*V4000712	10/27/2020	PROFESSIONAL CRISIS MANAGEMENT ASSO	R	1229.20	ACCOUNTS PAYABLE VOUCHER
*V4000713	10/27/2020	SCHOOL SPECIALTY	R	129.25	ACCOUNTS PAYABLE VOUCHER
*V4000714	10/27/2020	SCRUBS.COM	R	5525.52	ACCOUNTS PAYABLE VOUCHER
*V4000715	10/27/2020	SMORE	R	799.00	ACCOUNTS PAYABLE VOUCHER
*V4000716	10/27/2020	SOUTHPAW ENTERPRISES	R	882.70	ACCOUNTS PAYABLE VOUCHER
*V4000717	10/27/2020	SUDDORA	R	374.25	ACCOUNTS PAYABLE VOUCHER
*V4000718	10/27/2020	SUPER DUPER SCHOOL CO	R	995.95	ACCOUNTS PAYABLE VOUCHER
*V4000719	10/27/2020	TEACHERS PAY TEACHERS	R	59.34	ACCOUNTS PAYABLE VOUCHER
*V4000720	10/27/2020	THE HOME DEPOT PRO	R	1275.21	ACCOUNTS PAYABLE VOUCHER
*V4000721	10/27/2020	ULTIMATE CAR CARE	R	448.41	ACCOUNTS PAYABLE VOUCHER
*V4000722	10/27/2020	UNIVERSAL CLEANING SERVICES	R	9474.18	ACCOUNTS PAYABLE VOUCHER
*V4000723	10/27/2020	USI	R	723.15	ACCOUNTS PAYABLE VOUCHER
*V4000724	10/27/2020	VIRCO MFG CORP	R	14444.10	ACCOUNTS PAYABLE VOUCHER
*V4000725	10/27/2020	WE SELL MATS	R	267.79	ACCOUNTS PAYABLE VOUCHER
*V6602688	10/07/2020	HOLLY SUZANNE ABEL	R	47.73	ACCOUNTS PAYABLE VOUCHER
*V6602689	10/07/2020	LOREEN M. BOHNERT	R	140.57	ACCOUNTS PAYABLE VOUCHER
*V6602690	10/07/2020	GWEN MARIE BUCKINGHAM	R	39.99	ACCOUNTS PAYABLE VOUCHER
*V6602691	10/07/2020	CRAIG ALAN CURTIS	R	260.48	ACCOUNTS PAYABLE VOUCHER
*V6602692	10/07/2020	JACOB REED EDLUND	R	15.70	ACCOUNTS PAYABLE VOUCHER
*V6602693	10/07/2020	KATHERINE DIANE ENGEL	R	86.25	ACCOUNTS PAYABLE VOUCHER
*V6602694	10/07/2020	DONNA GAYLE GREENFIELD	R	43.70	ACCOUNTS PAYABLE VOUCHER
*V6602695	10/07/2020	CHRISTYNA HELENE JAROSH	R	71.10	ACCOUNTS PAYABLE VOUCHER
*V6602696	10/07/2020	AMY TAMARAH WOLF KAUFMAN	R	43.70	ACCOUNTS PAYABLE VOUCHER
*V6602697	10/07/2020	EMILY JEAN KENDALL	R	7.48	ACCOUNTS PAYABLE VOUCHER
*V6602698	10/07/2020	BETSY SUE LARSEN	R	16.10	ACCOUNTS PAYABLE VOUCHER
*V6602699	10/07/2020	MEGAN MARIE LUSCOMB	R	23.58	ACCOUNTS PAYABLE VOUCHER
*V6602700	10/07/2020	MONIQUE NICOLE MARPLE	R	25.00	ACCOUNTS PAYABLE VOUCHER
*V6602701	10/07/2020	JESSICA EMMA MATHISON	R	13.80	ACCOUNTS PAYABLE VOUCHER
*V6602702	10/07/2020	JESSICA KAY MONTGOMERY	R	19.55	ACCOUNTS PAYABLE VOUCHER
*V6602703	10/07/2020	TRINA MARIE OSTER	R	19.55	ACCOUNTS PAYABLE VOUCHER
*V6602704	10/07/2020	BROOKE ALLYSON PETERSON	R	48.30	ACCOUNTS PAYABLE VOUCHER

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*V6602705	10/07/2020	EMILY ANN PFISTERER	R	131.68	ACCOUNTS PAYABLE VOUCHER
*V6602706	10/07/2020	HANNAH ELAINE PITZL	R	19.55	ACCOUNTS PAYABLE VOUCHER
*V6602707	10/07/2020	KACY MARIE RODAMAKER	R	157.55	ACCOUNTS PAYABLE VOUCHER
*V6602708	10/07/2020	PAMELA JEAN SEVERSON	R	32.30	ACCOUNTS PAYABLE VOUCHER
*V6602709	10/07/2020	TINA AGNES SHEPPARD	R	33.35	ACCOUNTS PAYABLE VOUCHER
*V6602710	10/07/2020	MARY DEE STADELMAN	R	54.05	ACCOUNTS PAYABLE VOUCHER
*V6602711	10/07/2020	ANN MARGUERITE STAPLES	R	38.53	ACCOUNTS PAYABLE VOUCHER
*V6602712	10/07/2020	NATHANAEL THOMAS STELLER	R	9.99	ACCOUNTS PAYABLE VOUCHER
*V6602713	10/07/2020	KAYLEEN LAVONNE STAFFE	R	7.48	ACCOUNTS PAYABLE VOUCHER
*V6602714	10/07/2020	BETHANY ANN THORSON	R	55.20	ACCOUNTS PAYABLE VOUCHER
*V6602715	10/07/2020	GRETCHEN ANN TOAY	R	169.08	ACCOUNTS PAYABLE VOUCHER
*V6602716	10/07/2020	SHANYN NICOLE TUFTEE	R	98.33	ACCOUNTS PAYABLE VOUCHER
*V6602717	10/07/2020	ADRIENNE KATE TURZYNSKI	R	90.00	ACCOUNTS PAYABLE VOUCHER
*V6602718	10/07/2020	FRAN LOUISE WOOD	R	153.53	ACCOUNTS PAYABLE VOUCHER
*V6602719	10/21/2020	HOLLY SUZANNE ABEL	R	14.95	ACCOUNTS PAYABLE VOUCHER
*V6602720	10/21/2020	BREANNA DARLENE BAKER	R	43.70	ACCOUNTS PAYABLE VOUCHER
*V6602721	10/21/2020	JENNIFER MARIE BAXTER	R	64.98	ACCOUNTS PAYABLE VOUCHER
*V6602722	10/21/2020	TARA JO BLACKERT	R	45.00	ACCOUNTS PAYABLE VOUCHER
*V6602723	10/21/2020	LOREEN M. BOHNERT	R	192.20	ACCOUNTS PAYABLE VOUCHER
*V6602724	10/21/2020	MATTHEW KYLE BRUNS	R	45.00	ACCOUNTS PAYABLE VOUCHER
*V6602725	10/21/2020	DON JAMES BUDACH	R	199.83	ACCOUNTS PAYABLE VOUCHER
*V6602726	10/21/2020	ANNE LOUISE BYER	R	45.00	ACCOUNTS PAYABLE VOUCHER
*V6602727	10/21/2020	EMILY MARGARET CLARK	R	100.63	ACCOUNTS PAYABLE VOUCHER
*V6602728	10/21/2020	CRAIG ALAN CURTIS	R	90.00	ACCOUNTS PAYABLE VOUCHER
*V6602729	10/21/2020	JAMIE AUTUMN DALBESIO	R	90.00	ACCOUNTS PAYABLE VOUCHER
*V6602730	10/21/2020	MEGHAN LOUISE DOBSON	R	90.00	ACCOUNTS PAYABLE VOUCHER
*V6602731	10/21/2020	ELIZABETH ROSE FLANNERY	R	40.83	ACCOUNTS PAYABLE VOUCHER
*V6602732	10/21/2020	PAMELA VICK GARRETSON	R	90.00	ACCOUNTS PAYABLE VOUCHER
*V6602733	10/21/2020	JANA LEE HEIDEMANN	R	10.93	ACCOUNTS PAYABLE VOUCHER
*V6602734	10/21/2020	KATHLEEN ELLEN HENRY	R	29.33	ACCOUNTS PAYABLE VOUCHER
*V6602735	10/21/2020	JENNIFER AMY HETLAND	R	90.00	ACCOUNTS PAYABLE VOUCHER
*V6602736	10/21/2020	MELISSA ROCHELL HO	R	45.00	ACCOUNTS PAYABLE VOUCHER
*V6602737	10/21/2020	JUSTIN DAVID HOELSCHER	R	45.00	ACCOUNTS PAYABLE VOUCHER
*V6602738	10/21/2020	COURTNEY ELIZABETH INMAN	R	11.50	ACCOUNTS PAYABLE VOUCHER
*V6602739	10/21/2020	JENNIFER M. KLAUSTERMEIER	R	77.99	ACCOUNTS PAYABLE VOUCHER
*V6602740	10/21/2020	LORI ANN KLEIN	R	45.00	ACCOUNTS PAYABLE VOUCHER
*V6602741	10/21/2020	SHANNA MARIE KNUTSON	R	90.00	ACCOUNTS PAYABLE VOUCHER
*V6602742	10/21/2020	LAURA MARIE KVAMME	R	90.00	ACCOUNTS PAYABLE VOUCHER
*V6602743	10/21/2020	CORY LEE LANGENFELD	R	241.80	ACCOUNTS PAYABLE VOUCHER
*V6602744	10/21/2020	TIFFANI SULLIVAN LAVELL	R	159.95	ACCOUNTS PAYABLE VOUCHER
*V6602745	10/21/2020	CATHLEEN CAROL MATTICE	R	45.00	ACCOUNTS PAYABLE VOUCHER
*V6602746	10/21/2020	EMMA IRENE KAE MAYES	R	58.08	ACCOUNTS PAYABLE VOUCHER
*V6602747	10/21/2020	SHANNON BRENNAN BRENNAN	R	90.00	ACCOUNTS PAYABLE VOUCHER
*V6602748	10/21/2020	RACHEL ERIN NOVY	R	45.00	ACCOUNTS PAYABLE VOUCHER
*V6602749	10/21/2020	JENNIFER LEE OLSON	R	90.00	ACCOUNTS PAYABLE VOUCHER
*V6602750	10/21/2020	AMANDA LYNN PETERS	R	45.00	ACCOUNTS PAYABLE VOUCHER
*V6602751	10/21/2020	JENNIFER MAE PETERSEN	R	81.07	ACCOUNTS PAYABLE VOUCHER
*V6602752	10/21/2020	MOLLY ANN PETERSON	R	73.03	ACCOUNTS PAYABLE VOUCHER
*V6602753	10/21/2020	BROOKE ALLYSON PETERSON	R	90.00	ACCOUNTS PAYABLE VOUCHER
*V6602754	10/21/2020	EMILY ANN PFISTERER	R	179.98	ACCOUNTS PAYABLE VOUCHER
*V6602755	10/21/2020	CALLY LEAH PRIEBE	R	37.38	ACCOUNTS PAYABLE VOUCHER
*V6602756	10/21/2020	LYNN MARIE QUAM	R	8.63	ACCOUNTS PAYABLE VOUCHER
*V6602757	10/21/2020	WENDI MARLAINA RENKEN	R	45.00	ACCOUNTS PAYABLE VOUCHER
*V6602758	10/21/2020	MELANIE ANN RIX	R	45.00	ACCOUNTS PAYABLE VOUCHER
*V6602759	10/21/2020	NICOLLE KATHERINE ROUSH	R	90.00	ACCOUNTS PAYABLE VOUCHER
*V6602760	10/21/2020	MELISSA RAE SCHALLER	R	90.00	ACCOUNTS PAYABLE VOUCHER
*V6602761	10/21/2020	AMBER GRACE SCHMITZ	R	12.65	ACCOUNTS PAYABLE VOUCHER

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*V6602762	10/21/2020	SAMANTHA KAY SCHULZ	R	23.00	ACCOUNTS PAYABLE VOUCHER
*V6602763	10/21/2020	JENNA CATHERINE SITTARICH	R	60.95	ACCOUNTS PAYABLE VOUCHER
*V6602764	10/21/2020	CORTNEY ELIZABETH SMITH	R	50.60	ACCOUNTS PAYABLE VOUCHER
*V6602765	10/21/2020	ANN MARGUERITE STAPLES	R	16.10	ACCOUNTS PAYABLE VOUCHER
*V6602766	10/21/2020	AMY LYNN SWANEY	R	90.00	ACCOUNTS PAYABLE VOUCHER
*V6602767	10/21/2020	BRETT MICHAEL SWANSON	R	16.39	ACCOUNTS PAYABLE VOUCHER
*V6602768	10/21/2020	THOMAS JOSEPH SZEWCZYK	R	90.00	ACCOUNTS PAYABLE VOUCHER
*V6602769	10/21/2020	TAYLOR MAY THOMAS	R	90.00	ACCOUNTS PAYABLE VOUCHER
*V6602770	10/21/2020	SHANYN NICOLE TUFTEE	R	45.00	ACCOUNTS PAYABLE VOUCHER
*V6602771	10/21/2020	ERIC JOSEPH VAN BROCKLIN	R	90.00	ACCOUNTS PAYABLE VOUCHER
*V6602772	10/21/2020	MICHELLE LYNN VOLLBRECHT	R	90.00	ACCOUNTS PAYABLE VOUCHER
*V6602773	10/21/2020	BECKY MAY WILKERSON	R	30.02	ACCOUNTS PAYABLE VOUCHER
*V6602774	10/21/2020	SAMANTHA LOUISE WITTSTRUCK	R	33.93	ACCOUNTS PAYABLE VOUCHER
*V6602775	10/21/2020	SCOTT MICHAEL ZEHNDER	R	20.00	ACCOUNTS PAYABLE VOUCHER
*V6602776	10/21/2020	MARK A. ZUZEK	R	90.00	ACCOUNTS PAYABLE VOUCHER
*V7701201	09/30/2020	MEDICA	R	82160.83	ACCOUNTS PAYABLE VOUCHER
*V7701202	10/02/2020	MN CHILD SUPPORT PAYMENT CENTER	R	237.70	ACCOUNTS PAYABLE VOUCHER
*V7701203	10/02/2020	AFLAC	R	1936.82	ACCOUNTS PAYABLE VOUCHER
*V7701204	10/02/2020	AMERIPRISE FINANCIAL ADVISORS	R	2797.58	ACCOUNTS PAYABLE VOUCHER
*V7701205	10/02/2020	AXA EQUITABLE LIFE INS CO	R	1389.25	ACCOUNTS PAYABLE VOUCHER
*V7701206	10/02/2020	FIDELITY INVSTMT TAX-EX SVC CO	R	2590.41	ACCOUNTS PAYABLE VOUCHER
*V7701207	10/02/2020	HEALTHQUITY, INC.	R	27006.42	ACCOUNTS PAYABLE VOUCHER
*V7701208	10/02/2020	HORACE MANN LIFE INS	R	808.33	ACCOUNTS PAYABLE VOUCHER
*V7701209	10/02/2020	INTERNAL REVENUE SERVICE	R	241322.78	ACCOUNTS PAYABLE VOUCHER
*V7701210	10/02/2020	EDUCATION MN ESI BILLING TRUST	R	2756.22	ACCOUNTS PAYABLE VOUCHER
*V7701211	10/02/2020	MN DEPT OF REVENUE	R	39619.02	ACCOUNTS PAYABLE VOUCHER
*V7701212	10/02/2020	MN STATE RETIREMENT SYSTEM	R	145.83	ACCOUNTS PAYABLE VOUCHER
*V7701213	10/02/2020	EXECUTIVE DIRECTOR	R	50072.76	ACCOUNTS PAYABLE VOUCHER
*V7701214	10/02/2020	STATE TREASURER, TRA	R	113976.80	ACCOUNTS PAYABLE VOUCHER
*V7701215	10/02/2020	VARIABLE ANNUITY LIFE INS CO	R	3247.08	ACCOUNTS PAYABLE VOUCHER
*V7701216	10/02/2020	VOYA	R	1263.32	ACCOUNTS PAYABLE VOUCHER
*V7701217	10/02/2020	KANSAS CITY LIFE INSURANCE COMPANY	R	10031.42	ACCOUNTS PAYABLE VOUCHER
*V7701218	10/02/2020	MEDICA	R	70729.36	ACCOUNTS PAYABLE VOUCHER
*V7701219	10/07/2020	MEDICA	R	56163.66	ACCOUNTS PAYABLE VOUCHER
*V7701220	10/07/2020	PLANSOURCE FLEX BEN.	R	930.19	ACCOUNTS PAYABLE VOUCHER
*V7701221	10/08/2020	APPLE VALLEY ISD LLC	R	41735.41	ACCOUNTS PAYABLE VOUCHER
*V7701222	10/08/2020	SE ISD, DST	R	77595.79	ACCOUNTS PAYABLE VOUCHER
*V7701223	10/14/2020	PLANSOURCE FLEX BEN.	R	3813.52	ACCOUNTS PAYABLE VOUCHER
*V7701224	10/19/2020	MN CHILD SUPPORT PAYMENT CENTER	R	237.70	ACCOUNTS PAYABLE VOUCHER
*V7701225	10/19/2020	AMERIPRISE FINANCIAL ADVISORS	R	7679.50	ACCOUNTS PAYABLE VOUCHER
*V7701226	10/19/2020	AXA EQUITABLE LIFE INS CO	R	3761.15	ACCOUNTS PAYABLE VOUCHER
*V7701227	10/19/2020	FIDELITY INVSTMT TAX-EX SVC CO	R	6525.43	ACCOUNTS PAYABLE VOUCHER
*V7701228	10/19/2020	HEALTHQUITY, INC.	R	26686.20	ACCOUNTS PAYABLE VOUCHER
*V7701229	10/19/2020	HORACE MANN LIFE INS	R	2299.61	ACCOUNTS PAYABLE VOUCHER
*V7701230	10/19/2020	INTERNAL REVENUE SERVICE	R	235920.06	ACCOUNTS PAYABLE VOUCHER
*V7701231	10/19/2020	EDUCATION MN ESI BILLING TRUST	R	10247.54	ACCOUNTS PAYABLE VOUCHER
*V7701232	10/19/2020	MN DEPT OF REVENUE	R	38262.51	ACCOUNTS PAYABLE VOUCHER
*V7701233	10/19/2020	MN STATE RETIREMENT SYSTEM	R	2220.83	ACCOUNTS PAYABLE VOUCHER
*V7701234	10/19/2020	EXECUTIVE DIRECTOR	R	50918.33	ACCOUNTS PAYABLE VOUCHER
*V7701235	10/19/2020	STATE TREASURER, TRA	R	111882.81	ACCOUNTS PAYABLE VOUCHER
*V7701236	10/19/2020	VARIABLE ANNUITY LIFE INS CO	R	7904.06	ACCOUNTS PAYABLE VOUCHER
*V7701237	10/19/2020	VOYA	R	2788.53	ACCOUNTS PAYABLE VOUCHER
*V7701238	10/21/2020	DELTA DENTAL OF MINNESOTA	R	41518.49	ACCOUNTS PAYABLE VOUCHER
*V7701239	10/26/2020	MEDICA	R	83077.92	ACCOUNTS PAYABLE VOUCHER
*V7701240	10/26/2020	MEDICA	R	28071.28	ACCOUNTS PAYABLE VOUCHER
*V7701241	10/26/2020	PLANSOURCE FLEX BEN.	R	3328.53	ACCOUNTS PAYABLE VOUCHER
*V7701242	10/28/2020	MEDICA	R	39260.45	ACCOUNTS PAYABLE VOUCHER

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*V7701243	10/30/2020	MN CHILD SUPPORT PAYMENT CENTER	R	237.70	ACCOUNTS PAYABLE VOUCHER
*V7701244	10/30/2020	AFLAC	R	2062.42	ACCOUNTS PAYABLE VOUCHER
*V7701245	10/30/2020	AMERIPRISE FINANCIAL ADVISORS	R	7679.50	ACCOUNTS PAYABLE VOUCHER
*V7701246	10/30/2020	AXA EQUITABLE LIFE INS CO	R	3761.15	ACCOUNTS PAYABLE VOUCHER
*V7701247	10/30/2020	FIDELITY INVSTMT TAX-EX SVC CO	R	7150.43	ACCOUNTS PAYABLE VOUCHER
*V7701248	10/30/2020	HEALTHEQUITY, INC.	R	26501.02	ACCOUNTS PAYABLE VOUCHER
*V7701249	10/30/2020	HORACE MANN LIFE INS	R	2299.61	ACCOUNTS PAYABLE VOUCHER
*V7701250	10/30/2020	INTERNAL REVENUE SERVICE	R	235089.36	ACCOUNTS PAYABLE VOUCHER
*V7701251	10/30/2020	EDUCATION MN ESI BILLING TRUST	R	10785.06	ACCOUNTS PAYABLE VOUCHER
*V7701252	10/30/2020	MN DEPT OF REVENUE	R	38146.78	ACCOUNTS PAYABLE VOUCHER
*V7701253	10/30/2020	MN STATE RETIREMENT SYSTEM	R	2445.83	ACCOUNTS PAYABLE VOUCHER
*V7701254	10/30/2020	EXECUTIVE DIRECTOR	R	50357.94	ACCOUNTS PAYABLE VOUCHER
*V7701255	10/30/2020	STATE TREASURER, TRA	R	111206.56	ACCOUNTS PAYABLE VOUCHER
*V7701256	10/30/2020	VARIABLE ANNUITY LIFE INS CO	R	7904.06	ACCOUNTS PAYABLE VOUCHER
*V7701257	10/30/2020	VOYA	R	2743.53	ACCOUNTS PAYABLE VOUCHER
*V7701258	10/30/2020	MN DEPT OF EMPLOYMENT & ECON DEV.	R	135789.79	ACCOUNTS PAYABLE VOUCHER
*V7701259	11/02/2020	KANSAS CITY LIFE INSURANCE COMPANY	R	9587.39	ACCOUNTS PAYABLE VOUCHER
*V7701260	11/02/2020	MEDICA	R	67659.72	ACCOUNTS PAYABLE VOUCHER
*V7701261	11/03/2020	APPLE VALLEY ISD LLC	R	41735.41	ACCOUNTS PAYABLE VOUCHER
*V7701262	11/03/2020	SE ISD, DST	R	77595.79	ACCOUNTS PAYABLE VOUCHER
TOTAL FUND				2867354.65	
TOTAL REPORT				2867354.65	

**INTERMEDIATE SCHOOL DISTRICT 917
SCHOOL BOARD REPORT OF
CONSOLIDATED INVESTMENTS (GENERAL & BUILDING)**

September 2020

ACCOUNT NAME	ACCT NO	BEGINNING BALANCE	PURCHASES CREDITS	SALES TRANSFERS	INVESTMENT FEES	INTEREST EARNED	ENDING BALANCE
MSDLAF + MAX	01	8,244,083.13	1,800,000.00	0.00	0.00	1,014.83	10,045,097.96
MSDLAF Liquid	01	830.96	0.00	831.03	0.00	0.11	0.04
MSDLAF TERM (CD's, Term, Comm) maturity	01	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL		8,244,914.09	1,800,000.00	831.03	0.00	1,014.94	10,045,098.00

EXPLANATION: The above are School District Investments complying with the requirements of Minnesota Statutes 118.01, 471.56 and 475.66.

1. MSDMAX is MSDLAF'S "Max Portfolio" and includes pooled investments plus banker's acceptances, commercial paper, repurchase agreements and US Government obligations.
2. MSDLAF is MSDLAF'S primary clearing "Money Market" fund. All fixed rate investments (FRI) clear through this account as do maturities, interest, and fees.

NOTE: **September , 2020** Average MSDLAF Liquid Rate was .04% and the MSDLAF+MAX Average Rate was .12%. MSDLAF Term Average Rate is .00%.



Account Statement - Transaction Summary

For the Month Ending **September 30, 2020**

INTERMEDIATE SCHOOL DISTRICT 917 - STATE PAYMENTS - 600430

MSDLAF+ Liquid Class	
Opening Market Value	0.04
Purchases	0.00
Redemptions	0.00
Unsettled Trades	0.00
Change in Value	0.00

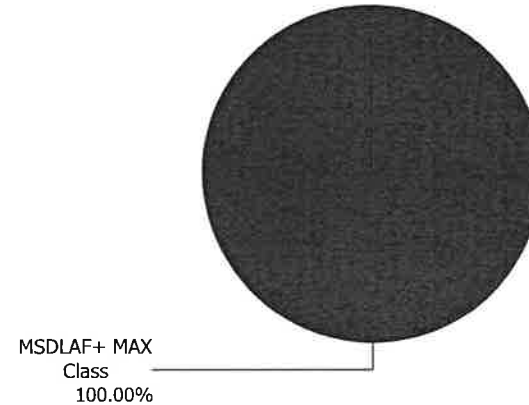
Closing Market Value	\$0.04
Cash Dividends and Income	0.00

MSDLAF+ MAX Class	
Opening Market Value	8,244,083.13
Purchases	1,801,014.83
Redemptions	0.00
Unsettled Trades	0.00
Change in Value	0.00

Closing Market Value	\$10,045,097.96
Cash Dividends and Income	1,014.83

Asset Summary		
	September 30, 2020	August 31, 2020
MSDLAF+ Liquid Class	0.04	0.04
MSDLAF+ MAX Class	10,045,097.96	8,244,083.13
Total	\$10,045,098.00	\$8,244,083.17

Asset Allocation





Account Statement

For the Month Ending **September 30, 2020**

INTERMEDIATE SCHOOL DISTRICT 917 - STATE PAYMENTS - 600430

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Total Shares Owned
MSDLAF+ Liquid Class					
Opening Balance					0.04
Closing Balance					0.04

	Month of September	Fiscal YTD July-September		
Opening Balance	0.04	830.96	Closing Balance	0.04
Purchases	0.00	0.11	Average Monthly Balance	0.04
Redemptions (Excl. Checks)	0.00	(831.03)	Monthly Distribution Yield	0.04%
Check Disbursements	0.00	0.00		
Closing Balance	0.04	0.04		
Cash Dividends and Income	0.00	0.11		

MSDLAF+ MAX Class					
Opening Balance					8,244,083.13
09/01/20	09/01/20	Purchase - ACH Purchase	1.00	1,800,000.00	10,044,083.13
09/30/20	10/01/20	Accrual Income Div Reinvestment - Distributions	1.00	1,014.83	10,045,097.96



Account Statement

For the Month Ending **September 30, 2020**

INTERMEDIATE SCHOOL DISTRICT 917 - STATE PAYMENTS - 600430

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Total Shares Owned
Closing Balance					10,045,097.96

	Month of September	Fiscal YTD July-September		
Opening Balance	8,244,083.13	8,240,776.45	Closing Balance	10,045,097.96
Purchases	1,801,014.83	1,804,321.51	Average Monthly Balance	10,044,116.96
Redemptions (Excl. Checks)	0.00	0.00	Monthly Distribution Yield	0.12%
Check Disbursements	0.00	0.00		
Closing Balance	10,045,097.96	10,045,097.96		
Cash Dividends and Income	1,014.83	3,490.48		

AUDREY WEILER, PAYROLL SPECIALIST

PLEASE APPROVE NET PAYROLL FOR

10/30/2020 DIRECT DEPOSITS REGULAR PAY (008)	\$	705,570.52
10/30/2020 CHECKS	\$	-

NET PAYROLL \$ **705,570.52**

Authorized Signature  Date 10/29/2020



Intermediate School District 917

1300 145th Street East
Rosemount, MN 55068-2999
Phone: (651) 423-8229
Fax: (651) 423-8781
www.isd917.org

Working in Partnership with Students, School Districts, Communities, and Industries

Mark A. Zuzek, Superintendent
Nicolle Roush, Executive Director of Business Services
Dr. Melissa Schaller, Executive Director of Student Services
Eric Van Brocklin, Principal of DCALS / Career Technical Center
Dr. Brooke Peterson, Director of Teaching and Learning

November 11, 2020

Dear Parents and Guardians,

Like all other public schools throughout the State of Minnesota, we are struggling with the impact of COVID-19 on our learning environments. We are carefully balancing the need to keep students and staff members safe and to continue the highest possible level of education. With the rates of Dakota County increasing steadily, and the fact that several of our sites have had positive cases resulting in multiple close contacts, we need to take the safest approach possible.

The following changes will occur for Intermediate School District 917 programming:

1. For each of our programs that are located in our member district schools, including PACES, DASH, and D/HH, we will be following the school schedules of those school districts.
2. Our federal setting IV programs at Alliance Education Center, Cedar School, Concord Education Center, and Lebanon Education Center, as well as the TESA program at the Dakota County Technical Center and our care and treatment sites will transition to a distance learning model. The last day of the hybrid model will be Friday, November 20th. For these programs, Monday, November 23, Tuesday, November 24, and Monday, November 30, staff will be working to transition between models. School will resume for students in the distance learning model on Tuesday, December 1.
3. The Dakota County Area Learning School (DCALS) sites at DCTC, West St. Paul, and Farmington and the Career and Technical Education program will continue to operate in the hybrid model as they presently are. If COVID -19 testing data or other conditions change, we may need to move to a more restrictive environment.

We are hopeful that shortly after the Martin Luther King, Jr. holiday, we will be able reopen all of our school sites in a hybrid model. Of course, we will need to respond to the data at that time and make the best decision possible in the interest of student and staff safety.

I appreciate your continued support and the desire to keep your child safe. I am hopeful that all things will return to a more typical status shortly. These are the hardest decisions I have had to make in my career. I will keep you informed as our decision making continues.

Respectfully,

Mark A. Zuzek
Superintendent

Core Values: Collaboration, Passion for Service, Continuous Improvement, Stewardship, Equity, Open Communication, and Integrity

Assistant Directors: Shannon Brennan, Don Budach, Jamie Dalbesio, Jennifer Hetland, Jennifer Olson

Decision making considerations:

In order to arrive at the decision to move special education programming at ISD 917 to distance learning, we have considered a variety of information.

A committee of administrators, nurses, teachers, and paraprofessionals has been meeting regularly. Last week the committee met twice and this week, once. These meetings were essential in considering all perspectives to arrive at the decision.

We have monitored the following information:

- [MDH case rates by county](#)
- [UMN case rates by county and school districts](#)
- Number of district staff in quarantine due to symptoms or positive test
- Daily absentee rates for staff as compared to minimum staff standards chart
 - Our sites are hovering around the minimum staffing number.
 - Today, CEC exceeded the number of absences allowed to operate safely and will be seeking staff from other sites to ensure we can continue to provide educational services in a hybrid model.
- Number of staff and students affected by quarantine of sites due to positive cases and close contacts
 - Estimated to be about 8-10%
 - As of today, AEC has only one of three middle school teachers in person due to close contact quarantines involving out of school contacts
- Member district decisions

We have also completed the Informed Decision Making Tracker distributed by MDE and MDH last week.

The information and circumstances we are facing point to continued, increasing difficulty operating in a hybrid model safely.

In preparation for distance learning:

- Shared plan with member district directors on November 9. Direct response from four at this time indicating confirmation of decision.
- Staff will have three days to prepare for the shift.
- Our social work team will update and enhance their resource guide for families.
- Our teaching and learning department will publish technology training for parents and guardians.
- Our administrative team will develop and train staff on a decision making rubric to consider bringing students in person for a modified hybrid as soon as December 14 dependent on additional case rate data.

MDH Data: https://www.health.state.mn.us/diseases/coronavirus/stats/index.html			
County	10/24		
Dakota	33.4		
Hennepin	34.25		
Ramsey	34.07		
Scott	37.32		
Washington	58.54		
Goodhue	34.19		
Univeristy of Minnesota: https://jwolfson.shinyapps.io/school_openings/			
County		11/9/2020	
Dakota		71.1	
Hennepin		73.3	
Ramsey		73.3	
Scott		88.2	
Washington		101.8	
Goodhue		83.5	
School District			
SSD 6		57.8	
ISD 191		53.8	
ISD 192		update available on 11/12	
ISD 194		69.1	
ISD 195		53.9	
ISD 196		update available on 11/12	
ISD 197		47.9	
ISD 199		58	
ISD 200		update available on 11/12	
ISD 271		56.7	

DCALS/CTE Site Action Plan for COVID - 11/6/2020

- We recognize that each site is a separate entity and that what might work for 1 site is not appropriate for all DCALS sites. This is a fluid situation and we will move forward keeping the best interests of our staff and students' health in the forefront of our decision making while continuing to provide a high quality educational experience.
- As our students are labelled "at-risk" we will endeavor to keep the pathways to in-school education as open as possible while maintaining the health and safety of staff and students
- Currently: All sites maintain strict measures for class sizes, social distancing and PPE. There have been no confirmed cases of student to student, student to staff, staff to student, staff to staff transmissions of the COVID virus.
- The threshold for an all- school quarantine: 50% of staff are out and their classes cannot be covered by other personnel such as tech tutors, counselors or administrators.
- If the situation changes where we find the health and safety of our stakeholders is at risk we will implement measures creating smaller contacts. Class sizes may be reduced, students may be expected to be on site at scheduled times, reduced days. Staff may be asked to be on site only at specific times, on specific days.
- If patterns indicate a straight distance learning model staff will have up to 2 days to prepare for the changeover.
- For CTE - in the event that our member districts are in a distance learning model and no longer sending students via district bussing, there will be on-site opportunities for those students able to find their own transportation as well as distance learning opportunities for those students that are unable to be in-person.

To: ISD 917 School Board Members
Mark Zuzek, Superintendent

From: Nicolle Roush, Executive Director of Business Services

Date: November 9, 2020

Re: District Revenue and Expenditure Budgets

Information:

- Enclosed for your review are the fiscal year 2020 and 2021 revenue and expenditure budgets to be published in the St. Paul Pioneer Press per Minn. Stat. section 123B.10.
- Information provided is based on the audited information for FY20 which will be presented to the board during the December 1, 2020 board meeting. FY20 information is based on the adopted revenues and expenditures approved by the board on June 11, 2019.
- In summary, FY20 operating fund balances came in higher than anticipated in comparison to the revised budgeted projection by an additional \$249,216. FY21 operating fund is projecting a slight reduction in fund balances of \$391,088. FY20 Internal Service Fund recognized additional revenues in the amount of \$1,235,169 due to better than expected claims in both medical and dental. ADM's reported through MDE served increased district wide by 26 ADM's compared to FY19.



Division of School Finance
1500 Highway 36 West
Roseville, MN 55113-4266

District Revenues and Expenditures Budget for Fiscal Year (FY) 2020 and FY 2021

ED-00110-43

General Information: Minnesota Statutes, section 123B.10, requires that every school board shall publish the subject data of this report.

District Name:							District Number:	
Fund	FY 2020 Beginning Fund Balances	FY 2020 Actual Revenues and Transfers In	FY 2020 Actual Expenditures and Transfers Out	June 30, 2020 Actual Fund Balances	FY 2021 Budget Revenues and Transfers In	FY 2021 Budget Expenditures and Transfers Out	June 30, 2021 Projected Fund Balances	
General Fund/Restricted	\$ 182,355	\$ 468,587	\$ 517,671	\$ 133,271	\$ 482,636	\$ 527,013	\$ 88,894	
General Fund/Other	\$ 9,366,909	\$ 40,792,556	\$ 40,165,479	\$ 9,993,986	\$ 48,289,814	\$ 48,636,531	\$ 9,647,269	
Food Service Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Community Service Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Building Construction Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Debt Service Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Trust Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Internal Service Fund	\$ 1,630,896			\$ 2,866,065			\$ 2,854,790	
* OPEB Revocable Trust Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
OPEB Irrevocable Trust Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
OPEB Debt Service Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total - All Funds	\$ 11,180,160	\$ 41,261,143	\$ 40,683,149	\$ 12,993,322	\$ 48,772,450	\$ 49,163,544	\$ 12,590,953	
Long-Term Debt		Current Statutory Operating Debt per Minnesota Statutes, section 123B.81						
Outstanding July 1, 2019	\$ 7,540,000	Amount of General Fund Deficit, if any, in excess of 2.5% of expenditures 06/30/2020					\$	-
Plus: New Issues	\$ -							
Less: Redemmed Issues	\$ 295,000	Cost per student - Average Daily Membership (ADM) 06/30/2020						
Outstanding June 30, 2020	\$ 7,245,000							
Short-Term Debt		Total Operating Expenditures						
Certificates of Indebtedness	\$ -	FY 2020 Total ADM Served + Tuitioned Out ADM + Adjusted Extended ADM						
Other Short-Term Indebtedness	\$ -	FY 2020 Operating Cost per ADM					\$	1,182.83

The complete budget may be inspected upon request to the superintendent.

Comments:
FY20 audited data final submission due November 30, 2020. MN Department of Education. Due to special nature of our student population operating costs per ADM is not relevant for reporting purposes. FY21 data is based on the adopted budget approved by the board on May 5, 2020

* Other Post-Employment Benefits (OPEB)

Prepared by: T. Welch

Board Approved _____

**ISD 917 Leadership Goals
2020-2021
District Focus**

- SD1, s-1 1. **Stakeholder Communications:** Maintain high-quality, relevant communications with major school stakeholders in each member district. Maintain strong relationships with internal and external stakeholders.
- SD1, s-3 2. **COVID-19 Pandemic Response:** Manage the ISD 917 response to the COVID-19 Pandemic following MDE, MDH, CDC, and member district recommendations.
- SD2, s-7 (We need a greater focus on equity in our Strategic Plan, and Strategic Directives).
3. **Equity Leadership:** Develop strategies to identify, reduce, and eliminate barriers to access across all organizational levels. Develop equity leadership agreements and protocols to formalize and actualize system-wide equity lenses.
- SD1, s-3 4. **Website and Social Media:** Refresh and enhance the ISD 917 website. Although the website is intended to be a static source of information, our goal is to make it visually appealing, intuitive, and accurate. To promote both family and community engagement, we will maintain a presence on Facebook, Twitter, and Instagram.
- SD4, s-6 5. **Career Pathways:** Develop career pathways for the growth of employees pursuing licensure, with a focus on increasing the diversity of staff.
- SD4 s-1 6. **Infrastructure Analysis:** Monitor and evaluate procedures and staffing levels in all organizational operations to ensure that they are sufficient to effectively complete necessary processes.
- SD5, s-1 7. **Policy:** Continue to review and update ISD 917 Board of Education policies.
- SD4, s-6 8. **Safety and Crisis Management:** Review and update safety-related and crisis management policies, procedures, practices, and protocols.

2020-2021

Secondary Programs Focus

- SD1, s-3 1. Provide monthly updates to our member districts' high schools and administration regarding our activities and programs.
- SD2, s-1 2. Strive to maintain steady enrollment within all our programs, Alternative Learning Centers and Career and Technical Education, by responsive to student interests, employment data, and member district needs.

- SD2, s-8 3. Expand the Alternative Learning Center program in Farmington, by supporting all our ISD 917 members who may need educational options for students in grades 8-10.
- SD3, s-3 4. Collaborate with community agencies, colleges, and business partners to offer learning experiences for students both within our programs and those receiving support services from within the community. Given the COVID-19 restrictions, we will need to be creative and responsive in our ISD 917 Work Seminar and Work-Based Learning programs.
- SD2, s-1 5. Implement our Mechatronics/Robotics instruction within our ALC and CTE programs. We will provide curriculum and training for students that could lead to industry certification. We are also going to evolve our transportation courses to meet the high employment demands and student interests.

2020-2021

Special Education Focus

- SD2, s3; SD3, s1 1. Focus on addressing the needs of students through the utilization of perspectives mindful of equity and trauma. This includes the purposeful implementation of appropriate social/emotional frameworks in our most intense, setting IV programs.
- SD2, s-2 2. Engage staff in the utilization of data to drive instruction day-to-day with formal and informal measures. Further, enhance staff skills in the utilization of data in the individualized education plan process including interpretation and application of assessment results in long-term planning.
- SD2,s2; SD3,s1 3. Implement learning targets and high yield instructional strategies supported through coaching and professional development to increase student achievement with a focus on student achievement in academic areas including reading.

MEMORANDUM

TO: School Board Members, ISD 917
FROM: Mark A. Zuzek, Superintendent
DATE: November 9, 2020
REGARDING: Program Assistant Contract summary, 2020

I am writing this to summarize the contract for the Special Education Program Assistants. Please review the strike/bold draft for language changes throughout the contract.

The following points outline the substantive changes in the contract:

- Total package increase for the two-year contract is 7.99%.
- Salary increase 2020-2021 is 2.31 %, 2021-2022 is 2.3%.
- Health care insurance contribution:
 - Year 1 Co-Pay Plan Add: \$14 single and \$41 to family
 - HSA Add: \$12 to single and \$33 to family

 - Year 2 Co-Pay Plan Add: \$30 single and \$80 family
 - HSA Add: \$24 single and \$66 HSA family
- Replaced all of Article IX – Leaves of Absence with new FMLA language that is being implemented in all employee contracts.
- No change in 403b.
- No change in dental insurance.

I recommend approval of the Paraprofessional Contract for 2020-2022.

MZ

AGREEMENT

between

INTERMEDIATE SCHOOL DISTRICT NO. 917

and

DISTRICT 917
SPECIAL EDUCATION PROGRAM ASSISTANTS FEDERATION
LOCAL #4242 AFT, NEA, EDUCATION MINNESOTA, AFLCIO

Effective July 1, 2020, through June 30, 2022

Board Approved November 10, 2020

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ARTICLE I PURPOSE

Section 1. Parties: This Agreement is entered into between the School Board of Intermediate School District No. 917, Rosemount, Minnesota, (hereinafter referred to as the School Board or School District) and the District No. 917 Special Education Program Assistants' Federation, Local 4242 AFT, NEA, Education Minnesota, AFLCIO, (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 employees represented by the District 917 Special Education Program Assistants' Federation (hereinafter referred to as employees) during the duration of this Agreement.

ARTICLE II RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: In accordance with the PELRA, the School District recognizes the District #917 Special Education Program Assistants' Federation Local #4242 AFT, NEA, Education Minnesota, AFLCIO as the exclusive representative of special education assistants employed by the School District, which exclusive representative shall have those rights and duties as prescribed by the PELRA and as described in the provisions of this Agreement.

Section 2. Appropriate Unit: The union shall represent all the special education assistants of the district as defined in this Agreement and in the PELRA.

Section 3. Exclusive Representative Leave Time:

Subd. 1. When negotiating sessions are scheduled between the exclusive representative and the school district or with a state mediator, or arbitrator, during school hours, two (2) members of the union's negotiation team will be released from their regular responsibilities for this purpose without any loss of pay. An additional three (3) union negotiation team members will be released from duty without loss of pay with reimbursement to the district by Local #4242 for the total amount of the cost of substitutes (including FICA) for the additional team members. Union negotiation team members up to five (5) may be approved by the Superintendent to be released from duty without loss of pay with reimbursement to the district by local #4242 for the total cost of substitutes (including FICA) for the additional union team members.

Subd. 2. When an employee involved in an investigation is being interviewed as a witness, warned, reprimanded or disciplined for any infraction of rules or failure to make adequate progress on a performance improvement plan, leave for the union representation will be on an as needed basis at the expense of the school district for one member as union representative. No representation shall be allowed for normal counseling or performance evaluation situations.

Subd. 3. At the beginning of each school year, Local #4242 shall be credited with 50 hours to be used at the discretion of the Local for the purpose of conducting its duties as exclusive representative. Local #4242 has the option of purchasing additional hours at the regular hourly rate (including FICA) for a substitute employee. In all cases, Local #4242 shall have the responsibility to arrange for a substitute employee following district procedures for reporting an absence and the need for a substitute employee. It is agreed that if, for whatever reason, a substitute is not available on the day for which exclusive

bargaining leave is requested, Local #4242 will reimburse the district for all costs related to the absence.

Subd. 4. The School District shall, upon written request by the union, afford reasonable time off without pay to elected officers or appointed representatives of the union for the purposes of conducting the duties of the union. The three (3) days' notice may be waived by the Superintendent.

Subd. 5. In all cases, exclusive bargaining leave described in Subd. 3 must be approved by the superintendent at least three (3) days in advance of the proposed day of absence. The superintendent's decision will be based upon the availability of a substitute and the needs of the district.

ARTICLE III DEFINITIONS

Section 1. Special Education Assistants: Special education assistants shall mean all employees employed by the School District and assigned responsibilities of special education assistant, but excluding the following: superintendent, business manager, directors, and coordinators, who devote more than fifty percent (50%) of their time to administrative or supervisory duties, confidential employees, supervisory employees, nurses, essential employees, parttime employees whose services do not exceed the lesser of fourteen (14) hours per week or thirty five percent (35%) of the normal work week in the employee's bargaining unit, employees who hold positions of a temporary or seasonal character for a period not in excess of 67 working days in any calendar year, and emergency employees.

Section 2. Assistant Assignment Descriptions:

Subd. 1. Program Assistant: Under the direction of licensed staff, a program assistant supports the daily functions of the assigned program and work site. The assignment may be a classroom or classrooms or other program support function. The assignment may also include individual student assignments.

Subd. 2. Student Assistant: (One to one) Under the direction of licensed staff, an SA supports the needs of a specific student as assigned throughout the workday.

Subd. 3. Classroom Assistant: A CA is assigned to a specific classroom and need is determined by rule or placement recommended staff to student ratio. Under the direction of licensed staff, a CA supports the various needs of students in a classroom as assigned throughout the day. The assignment may also include individual student assignments.

Section 3. Temporary Work Agreement: Student Assistants are hired as per a Temporary Work Agreement. All terms and conditions of employment described in this Agreement shall apply to Student Assistants hired on a Temporary Work Agreement, with the exception of Articles X, XI, and XII.

Section 4. Terms and Conditions of Employment: The term "terms and conditions of employment" means the hours of employment, the compensation therefor, including fringe benefits, except retirement contributions or benefits, and the employer's personnel policies affecting the working conditions of the employees, subject to the provisions of M.S. 179A.07 regarding the rights of public employers and the scope of negotiations.

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

ARTICLE IV EMPLOYEE RIGHTS

Section 1. Right to Views: Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any employee or his/her representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, as long as the same is not designed to and does not interfere with the full, faithful and proper performance of the duties of employment or circumvent the rights of the exclusive representative.

Section 2. Right to Join: Employees shall have the right to form and join labor or employee organizations and shall have the right not to form and join such organizations. Employees in an appropriate unit shall have the right by secret ballot to designate an exclusive representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for such employees with the School District.

Section 3. Use of Communications Facilities: The union shall have the right to post notices of activities and matters of union concern on designated bulletin boards in each school building site, in areas not normally accessible to students or the public.

Section 4. Use of School Buildings, Facilities, Equipment, E-mail and InterSchool Mail: The union shall have the right to usage of such School District buildings, equipment, facilities, e-mail and interschool mail as is permitted pursuant to School District policy, and under such conditions as set forth in School District policy.

Section 5. Disciplinary Meetings: The district will provide the employee notice prior to the meeting that it may or will lead to disciplinary action. All meetings will be scheduled during the employee's normal work day. Should it be necessary for a meeting to be scheduled outside a normal work day, a minimum of a 24-hour notice will be given and compensation for attendance at the meeting will be at the expense of the school district. There shall be no retribution for an employee's inability to attend a meeting scheduled outside the normal work day without a 24-hour notice.

Section 6. Right to Dues Check Off: The union has the right under PELRA to request dues deductions be withheld for each eligible employee working during a given school year. Such requests shall be in writing on a form provided by the Union and delivered to the payroll office no later than ten (10) days prior to each payroll deduction date. The first payroll deduction of the school year will occur on September 15 and the last on June 15. Pursuant to such authorization, the School District shall deduct the amount requested by the union from each regular semi-monthly check. Request by the employee to cease dues deductions submitted in writing to the School District office shall be honored and dues deductions ceased as of such written notice. The school district will notify the Union within three (3) days of receipt of such request.

Section 7. Personnel Files:

Subd. 1. All evaluations and files generated with the School District relating to each employee shall be available during regular school business hours upon written request. The employee shall have the right to reproduce any contents of the file, at the employee's expense, and to submit for inclusion employee response to any material contained within. An employee may grieve a written document placed in the employee's file by the School

District on the grounds that the material is false or substantially inaccurate. If it is found that the written document is false, or substantially inaccurate, such false or inaccurate statements shall be deleted from the employee's file.

Subd. 2. A written evaluation must be reviewed with the employee prior to placement in the employee's personnel file. The employee may include a written response to the evaluation which will also be placed in the employee's personnel file.

Subd. 3. Employees shall be evaluated according to School Board policy. The use and function of the evaluation form will be thoroughly explained to the employees and the supervisors.

Subd. 4. Formal observations shall be conducted openly with full knowledge of the employee. Formal observations, conferences and evaluations shall be conducted by supervisors. Formal evaluations shall be written on the district approved evaluation forms. Non-probationary employees shall receive a performance appraisal at a minimum of once per academic year and it will be reviewed with the employee prior to April 1.

Subd. 5. Additionally, the School District may include the School District's documentation of employee conduct that may be contrary to School District policies, rules or directions. Such conduct could be positive or negative. The School District maintains its right to comply with its obligations under all laws, rules or regulations pertaining to employee conduct and requirements.

Section 8. Meet and Confer: Upon written request by the Union, the School District shall meet and confer on items not covered by this agreement, pursuant to PELRA.

Subd. 1. Meet and Confer meetings will be held with reasonable notice at the request of Local 4242 or District and at least once during each school year.

Subd. 2. One meeting each year may include the review of the Calendar Development Committee's recommended calendar prior to presentation to the School Board and Assistants' potential dates for in-service or training days.

Subd. 3. The District will provide the facility and set date and time for meeting after conferring with the Local 4242.

ARTICLE V SCHOOL DISTRICT RESPONSIBILITIES

Section 1. Management Responsibilities: The union recognizes the right and obligation of the School District to efficiently manage and conduct the operation of the School District within its legal limitations and with its primary obligations to provide vocational and special educational opportunities for students of the School District and the State of Minnesota.

Section 2. Effect of Law, Rules and Regulations: The union recognizes that all employees covered by this Agreement shall perform the non-teaching services prescribed by the School District and shall be governed by the laws of the State of Minnesota, and by School Board rules, policy, 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 Board and its duly designated officials to promulgate rules, policy, regulations, directives, and orders from time to time as deemed necessary by the School Board insofar as such rules, policy, regulations, directives, and orders are not inconsistent with the terms of this Agreement and recognizes that the School

Board, all employees covered by this Agreement, and all provisions of this agreement are subject to the laws of the State of Minnesota, Federal laws, rules and regulations and orders of the State and Federal governmental agencies. Any provisions of this Agreement 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 3. Inherent Managerial Rights: The parties recognize that the School District is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel, and that all management rights and management functions not expressly delegated in this Agreement are reserved to the School District.

Section 4. New Employee Placement: Initial placement on the salary schedule as recommended by the administration shall be disclosed in writing to the employee at the time of initial employment, along with a copy of the current master agreement.

ARTICLE VI HOURS OF SERVICE LENGTH OF SCHOOL YEAR

Section 1. Basic Day: The basic day, exclusive of lunch, for a fulltime employee, shall be six (6) to eight (8) hours per day as annually determined by the School District prior to July 1. However, the School District may employ such parttime employees as it deems appropriate. The hours indicated in the July 1 document shall not be changed during the contract year except as mutually agreed between the employee and the district. The notice of assignment document will be available on the district website and shall be mailed to each employee via U.S. mail to the address on file with the human resources office.

For employees employed after July 1, the "Employee Status Change Form" shall specify the number of hours per day that the employee is scheduled to work. No changes in this hourly work schedule shall be made without mutual agreement even when the work location or specific assignment change involves a change in hours. In the event that an employee is transferred to a position that requires fewer hours per day or week than the previous position, an additional assignment will be determined so that the employee is not reduced in hours for the remainder of the school year.

Subd. 1. Employees working six (6) or more hours per day shall receive a fifteen (15) minute break in the morning and a fifteen (15) minute break in the afternoon, or one 30-minute break at a time determined by the supervisor, with the morning break beginning no sooner than one and a half hours after the start of the student contact day. Employees working at least four (4) hours, but less than six (6) hours shall receive one 15-minute break, at a time determined by the supervisor with no break beginning sooner one and a half hours after the start of the student contact day.

In typical circumstances, the employee has the right to refuse the loss of a break. In extreme circumstances as assigned by their administrator, related to safety, the employee may be required to forego a break. The employee will be compensated for each 15 minute break at a rate of \$5.00 per 15 minutes.

Section 2. Duty Year: The duty year for full-time employees under this Agreement shall be as annually determined by the School District prior to July 1 and will be the number of student days plus two (2) additional days as described in Subd. 1, below. The School District may employ such part-time employees as it deems appropriate.

Subd. 1. Two days will be scheduled in whole or in part by administration to provide any number of preparation, training, or team meeting opportunities. Both Union and School District designees will have input into the content of the training for the day scheduled in the school year calendar.”

Section 3. Modifications in Calendar, Length of School Day:

Subd. 1. In the event of energy shortage, severe weather, or other exigency, the School District reserves the right to modify the duty year, and, if school is closed on a normal duty day(s), the employee shall perform duties on such other day(s) in lieu thereof as the School District or its designated representative shall determine, if any.

Subd. 2. In the event of energy shortage, severe weather, or other exigency, the School District further reserves the right to modify the length of the school day, as the School District shall determine, but with the understanding that the total number of hours shall not be increased, i.e., a four (4) day week with increased hours per day but the total weekly hours not more than the regular five (5) day week.

Subd. 3. Prior to modifying the scheduled length of the school day pursuant to Subd. 2 hereof, or scheduling more than two (2) makeup days pursuant to Subd. 1 hereof, the School District shall afford to the federation the opportunity to meet and confer on such matters.

Subd. 4. School closings and the payroll implications of such closings shall be determined by the provisions of District Policy 466 “Provisions for the Closing of Schools Due to Inclement Weather or Other Exigency.”

Section 4. Certain Absences: Employees shall not be paid for any days on which they do not perform services in accordance with their contract and this Agreement except for absences authorized pursuant to their contracts and this Agreement, and the School Board will in each case make appropriate deductions from pay for any such absences.

Section 5. Employees sent home due to student attendance:

Program Assistant: A PA’s anticipated hours of work are assigned by July 1st prior to the following school year or at time of hire. Daily student attendance in the PA’s assigned classroom or area may affect the area a PA will be expected to work their assigned hours. A PA will not be sent home due to daily attendance of students. A PA would only work a reduced number of hours on a given day if they volunteer to do so.

Student Assistant: Daily attendance of an SA’s assigned student may result in a decrease of the expected amount of hours an SA is assigned each day. SA’s will not be sent home before three hours of an unexpected student absence. An administrator or designee may make available to an SA a reassignment for the remainder of the day in an area of need throughout the district. When expected absences of a student assigned to an SA is substantiated, the SA may notify a District designee of their availability to be a substitute.

Classroom Assistant: Daily attendance of students in a CA’s assigned classroom may result in a decrease of the expected amount of hours a CA is assigned each day. CA’s will not be sent home before three hours of an unexpected student absence. An administrator or designee may make available to a CA a reassignment for the remainder of the day in an area of need throughout the

district. When expected absences of students from the CA's assigned classroom is substantiated, the CA may notify a District designee of their availability to be a substitute.

**ARTICLE VII
BASIC SALARIES**

Section 1. Basic Salaries: Employees shall be compensated during the two years of this agreement as provided herein.

Subd. 1. Effective July 1, 2020, all employees will advance one step on Salary Schedule A over their placement as of June 30, 2020.

Subd. 2. Effective July 1, 2021, all employees will advance one step on Salary Schedule B over their placement as of June 30, 2021.

Subd. 3. In the event a successor agreement is not entered into prior to July 1, 2022, an employee shall remain at the same step as compensated during the 2020-2021 contract year until a successor agreement is reached, which agreement shall govern step advancement, if any. However, the School District reserves the right to withhold step advancement or other salary increase in individual cases for just cause, subject to the grievance procedure.

Subd. 4. Longevity: Effective July 1, 2020, employees shall receive a longevity salary increase beyond the rates delineated in Schedules A as follows:

In the 10 th through 11 th continuous school year	.25/hour
In the 12 th through 14 th continuous school year	.50/hour
In the 15 th through 17 th continuous school year	\$1.00/hour
In the 18 th through 19 th continuous school year	\$2.00/hour
In the 20 th through 22 nd continuous school year	\$3.00/hour
In the 23 rd through 24 th continuous school year	\$4.00/hour
In the 25 th through 26 th continuous school year	\$5.00/hour
In the 27 th continuous school year and beyond	\$6.00/hour

Effective July 1, 2021, employees shall receive a longevity salary increase beyond the rates delineated in Schedule B as follows:

In the 10 th through 11 th continuous school year	.25/hour
In the 12 th through 14 th continuous school year	.50/hour
In the 15 th through 17 th continuous school year	\$1.00/hour
In the 18 th through 19 th continuous school year	\$2.00/hour
In the 20 th through 22 nd continuous school year	\$3.00/hour
In the 23 rd through 24 th continuous school year	\$4.00/hour
In the 25 th through 26 th continuous school year	\$5.00/hour
In the 27 th continuous school year and beyond	\$6.00/hour

The first year of employment shall be defined as any days of employment prior to the last student day of the regular school calendar in the first employment agreement. The next regular school calendar becomes the second year of employment with each successive school calendar year adding to the years of employment.

Section 2. New Employees and Step Advancement: A new employee shall be placed on the salary schedule as agreed between the employer and the employee and shall be eligible for step advancement on the following July 1, if they work any days prior to the last day of the regular school calendar in their employment agreement.

Section 3. Absence of Regularly Assigned Teacher: In the event the regularly assigned classroom teacher is not present in their regular assigned classroom for one and one-half or more clock hours the most senior program assistant normally assigned and working with the absent teacher shall receive his/her current rate of pay plus an additional \$3.00 per hour for student contact hours. When the teacher's absence is for one and a half or more hours, all consecutive hours will qualify for the additional \$3.00 dollar per hour.

Subd. 1. In the absence of both the teacher and regularly assigned program assistant, all program and classroom assistants normally assigned in this classroom will alternate the days or hours equally for submitting absence of classroom teacher pay. The assistants alternating pay will keep track of their extra duty assignment pay.

Subd. 2. On a community outing/field trip when the regular ISD 917 classroom teacher or a hired ISD 917 substitute teacher is not in attendance for two and one-half consecutive hours or more, one School District designated employee shall receive his/her current rate of pay plus an additional \$4 per hour for student contact hours.

Subd. 3. The \$4 per hour increase does not refer to or include the time employees are out of the classroom or in the community in a job coaching assignment or job training assignment. (Ex: Cub foods/bagging groceries, school office sorting mail, attending a workshop through a future employer).

Section 4. Extracurricular Pay:

Subd. 1. Definition: For purposes of this Section, an extracurricular assignment is a work assignment outside of the regularly scheduled work day that is assigned in writing by the employee's assistant director or the director.

Subd. 2. Applicability: Extracurricular work assignments under this section may be for a variety of purposes, but do not include summer school, staff development activities or extended work year. The exception would be enrichment activities that entail overnights.

Subd. 3. Rate of Pay: Extracurricular work assignments shall be at the employee's normal hourly rate of pay for any hours worked except when the accumulated weekly work hours including regularly assigned work hours plus the extracurricular work hours exceed forty (40) hours per week. If the accumulated weekly work hours exceed forty (40), any time worked beyond forty (40) hours per week shall be paid at the rate of 1-1/2 times the normal rate of pay, in accordance with current district overtime procedures for non-exempt employees.

Subd. 4. Volunteer Participation: In the event an employee who is not assigned to work at an extracurricular event attends the extracurricular event and chooses to participate as a volunteer, such participation must be limited to activities that are not the same as or closely related to the employee's normal work activities. For example: selling tickets, food or other items would not be closely related to the work assignment of an employee who assists teachers in the classroom. However, supervising students, officiating at a sports event involving students, or driving district vehicles to transport students or district equipment

would be closely related and would not be permitted activities for these employee volunteers.

Section 5: Train the Trainer Pay: An employee who agrees to attend training, for the purpose of meeting the requirements to be qualified to be a trainer of employees, on a regular duty day or on a non-duty day or days shall be paid at their hourly rate of pay for the time spent in the training sessions. If the location of the training sessions requires travel, expense reimbursement is regulated by Board Policy 412. All such training agreements must be approved in writing by the program administrator and the Director of Special Education.

Section 6: Trainer Pay: An employee who agrees to conduct training for other staff members shall be compensated at their hourly rate of pay. For each hour of training, one hour of preparation shall also be compensated. (Example: conducting a three-hour training session will be compensated at six hours.) Subsequent training of the same content within three (3) months shall be compensated for the actual hours of training with no additional time allowed for preparation. All such training agreements must be approved in writing by the program administrator and the Director of Special Education.

ARTICLE VIII GROUP INSURANCE

Section 1. Selection of Carrier: The selection of the insurance carrier and policy shall be made by the School District.

Section 2. Health and Hospitalization Insurance:

Subd. 1. Individual Coverage: Effective January 1, 2021, the School District shall contribute a sum not to exceed \$794 per month for each eligible employee employed by the School District who qualifies for and is enrolled in the School District group health and hospitalization plan. Effective January 1, 2022, the School District shall contribute a sum not to exceed \$824 per month for each eligible employee employed by the School District who qualifies for and is enrolled in the School District group health and hospitalization plan. The cost of the premium not contributed by the School District shall be borne by the employee and paid by payroll deduction. This subdivision shall not apply to those eligible employees who select coverage under the high deductible health plan described in Subdivision 3.

Subd. 2. Dependent Coverage: Effective January 1, 2021, the School District shall contribute a sum not to exceed \$1501 per month for dependent coverage for each eligible employee employed by the School District who qualifies for and is enrolled in the School District group health and hospitalization plan and who qualifies for dependent coverage. Effective January 1, 2022, the School District shall contribute a sum not to exceed \$1581 per month for dependent coverage for each eligible employee employed by the School District who qualifies for and is enrolled in the School District group health and hospitalization plan and who qualifies for dependent coverage. The cost of the premium not contributed by the School District shall be borne by the employee and paid by payroll deduction. In the event that the School District's contribution for family coverage is discriminatory or illegal, the union will hold the School District harmless and indemnify the School District from any and all action, suits, claims, damages, judgments and other forms of liability which any person may have or claim to have arising out of or by reason of the School District's contribution toward family coverage. This subdivision shall not apply to those eligible employees who select coverage under the high deductible health plan described in Subdivision 4.

Subd. 3. Individual High Deductible Coverage:

Eligible employees shall have the option of enrolling in a high deductible coverage option of the school district's health and hospitalization plan. The high deductible coverage shall be a qualified high deductible health plan within the meaning of Section 223 of the Internal Revenue Code of 1986, as amended from time to time. Each eligible employee enrolled in the high deductible coverage shall be eligible for a contribution to a health savings account ("HSA") of such employee in accordance with the Intermediate School District No. 917 Flex Choice Plan (the "Flex Choice Plan. Effective January 1, 2021, the total monthly contribution by the School District shall not exceed \$712. Effective January 1, 2022, the total monthly contribution by the School District shall not exceed \$736.

The school district shall contribute toward the cost of the premium for each eligible employee employed by the school district who qualifies for and is enrolled in individual coverage under the high deductible coverage option of the school district's health and hospitalization plan a monthly amount equal to the total monthly contribution identified in subsection (a) minus the monthly HSA contribution identified in subsection (c) and the monthly HSA administrative fees.

The school district shall contribute an amount equal to one-half of the applicable deductible to the HSA of each eligible employee employed by the school district who qualifies for and is enrolled in individual coverage under the high deductible coverage option of the school district's health and hospitalization plan. Such contributions shall be made monthly on a pro rata basis. Such employees shall also be eligible, through the Flex Choice Plan, to make pre-tax contributions to the HSA via salary reduction. The school district shall select the vendor of the HSA to which such contributions shall be made. Once deposited in an employee's HSA, such contributions, whether made by the school district or via salary reduction, shall not be subject to restriction by the school district and the employee may access and/or transfer such funds to a different HSA to the fullest extent permitted by law. Such employees also shall be eligible to participate in a Limited Scope Health Care Reimbursement Plan through the Flex Choice Plan, which shall allow reimbursement of medical expenses to the fullest extent permitted by law for an individual receiving contributions to an HSA.

Subd. 4. Family High Deductible Coverage:

(a) Eligible employees shall have the option of enrolling in a high deductible coverage option of the school district's health and hospitalization plan. The high deductible coverage shall be a qualified high deductible health plan within the meaning of Section 223 of the Internal Revenue Code of 1986, as amended from time to time. Each eligible employee enrolled in the high deductible coverage shall be eligible for a contribution to a health savings account ("HSA") of such employee in accordance with the Intermediate School District No. 917 Flex Choice Plan (the "Flex Choice Plan"). Effective January 1, 2021, the total monthly contribution by the school district toward the cost of the premium of the high deductible coverage, the HSA contribution, and the HSA administrative fees attributable to such eligible employee shall not exceed \$1468. Effective January 1, 2022, the total monthly contribution by the School District shall not exceed \$1534.

(b) The school district shall contribute toward the cost of the premium for each eligible employee employed by the school district who qualifies for and is enrolled in individual coverage under the high deductible coverage option of the school district's

health and hospitalization plan a monthly amount equal to the total monthly contribution identified in subsection (a) minus the monthly HSA contribution identified in subsection (c) and the monthly HSA administrative fees.

(c) The school district shall contribute an amount equal to one-half of the applicable deductible to the HSA of each eligible employee employed by the school district who qualifies for and is enrolled in individual coverage under the high deductible coverage option of the school district's health and hospitalization plan. Such contributions shall be made monthly on a pro rata basis. Such employees shall also be eligible, through the Flex Choice Plan, to make pre-tax contributions to the HSA via salary reduction. The school district shall select the vendor of the HSA to which such contributions shall be made. Once deposited in an employee's HSA, such contributions, whether made by the school district or via salary reduction, shall not be subject to restriction by the school district and the employee may access and/or transfer such funds to a different HSA to the fullest extent permitted by law. Such employees also shall be eligible to participate in a Limited Scope Health Care Reimbursement Plan through the Flex Choice Plan, which shall allow reimbursement of medical expenses to the fullest extent permitted by law for an individual receiving contributions to an HSA.

Subd. 5. Changes in Coverage under High Deductible Coverage: If an eligible employee who qualifies for and is enrolled in coverage under the high deductible coverage option of the school district's health and hospitalization plan changes the type of coverage during a calendar year (e.g., from individual coverage under the high deductible coverage option to family coverage under the high deductible coverage option; from family coverage under the high deductible coverage option to individual coverage under the high deductible coverage option; from family or individual coverage under the high deductible coverage option to no coverage under the high deductible coverage option), the school district's contribution to the employee's HSA shall change accordingly. The change in the amount of HSA contributions shall be effective coincident with the change in the type of coverage under the high deductible coverage option.

Section 3. Dental Insurance:

Subd. 1. Individual Coverage: Effective July 1, 2020, School District shall contribute a sum not to exceed \$75 per month toward the cost of the premium for individual coverage for each eligible employee employed by the School District who qualifies for and is enrolled in the School District's dental insurance plan. Additional cost of the premium, if any, shall be borne by the employee and paid by payroll deduction.

Subd. 2. Dependent Coverage: Effective July 1, 2020, the School District shall contribute a sum not to exceed \$135 per month toward the cost of the premium for dependent coverage for each eligible employee employed by the School district who qualifies for and is enrolled in the School District's dental insurance plan. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.

Section 4. Group Income Protection: The School District will pay each month 100 percent of the current premium for income protection insurance for each full time employee. The income protection plan shall include the following:

Subd. 1. Benefits begin after ninety (90) calendar days of total disability.

Subd. 2. The monthly income benefit shall be 662/3 percent of basic monthly earnings (exclusive of any additional compensation from this district or any other source).

Section 5. Life Insurance: The School District will pay each month 100 percent of the life insurance premium for a \$60,000 term-life insurance policy for each full time employee with the individual employee effective July 1, 2020.

Section 6. Claims Against the School District: The parties agree that any description of insurance benefits contained in this Article is intended to be informational only and the eligibility of any employee for benefits shall be governed by the terms of the insurance policy purchased by the School District pursuant to this Article. It is further understood that the School District's only obligation is to purchase an insurance policy and pay such amounts as agreed herein and no claims shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

Section 7. Duration of Insurance Contribution: An employee is eligible for contributions as provided in this Article as long as he/she is a full time employee of District No. 917. Upon termination of employment, all district contribution shall cease, effective on the last working day, except as specified in Subdivisions 1 , 2 and 3 hereof.

Subd. 1. The School District shall continue its contribution to health and dental insurance costs for disabled employees until long term disability coverage becomes effective to a maximum of three (3) calendar months following the employee's last day of work.

Subd. 2. The School District shall continue its contribution to health and dental insurance costs for employees who retire pursuant to Article XVI of this agreement for three (3) calendar months following the employee's last day of work.

Subd. 3. An employee who resigns or is a student assistant completing a temporary work agreement at the end of the school year shall be eligible during the summer months for insurance benefits coverage at district expense as defined in Article VIII, provided they have met the 1020 hour requirement defined in Section 8. Eligibility, Subd.1.

Section 8. Eligibility:

Subd. 1. To be eligible for the full benefits of this Article, employees must be a regular full-time employee employed at least 1020 hours per year. Employees employed for less than 1,020 hours per year but at least 510 hours per year shall be eligible for the benefits of this Article on a pro rata basis. Employees whose start of work date would preclude compliance with the hour requirement during the remainder of the regular academic year shall, nevertheless, be deemed to meet the hour requirement provided that their work schedule is such that hours of employment would have been attained had the employee begun work at the beginning of the academic year. Short-term or intermittent employees shall not be eligible for the benefits of this Article.

Subd. 2. Employees shall be eligible during the summer months insurance benefits coverage at district expense defined in Article VIII provided they have met the 1020 hour requirement defined in Subd. 1.

**ARTICLE IX
LEAVES OF ABSENCE**

Section 1. Sick Leave:

Subd. 1. All full-time employees in their first and second year of employment shall earn sick leave at the rate of one day for each month of service in the employment of the School District, which is equivalent to nine (9) days for each school year and beginning with their third year of employment shall earn sick leave at the rate of one and one-ninth (1-1/9) days for each month of service in the employ of the School District, which is equivalent to ten (10) days for each school year. All full-time employees shall be given a credit of nine (9) or ten (10) sick days at the beginning of each school year. Additional sick leave hours shall be awarded to employees working extended duty day assignments (exceeding 177 days/year), proportional to the number of additional days worked, rounded to the nearest hour. For purposes of this Subd. 1, summer school assignments are not considered extended duty day assignments.

Subd. 2. Unused sick leave days may accumulate without limit.

Subd. 3. After three (3) consecutive days of absence due to illness, or when there is probable cause to support the belief that an employee is misrepresenting the use of leave for illness, the District may require an employee to furnish a medical certificate from a qualified physician indicating the absence was due to illness or disability in order to qualify for sick leave pay. In the event that a medical certificate will be required, the employee will be so advised. The final determination as to the eligibility of an employee for sick leave is reserved to the School Board.

Subd. 4. Sick leave allowed shall be deducted from the accrued sick leave days earned by the employee.

Subd. 5. Sick leave pay shall be approved upon request.

Subd. 6. An employee who is entitled to sick leave pay, who is then receiving Worker's Compensation, may not be paid sick leave pay in an amount greater than the difference between such Worker's Compensation and his/her basic salary.

Subd. 7. Each year it shall be the option of each bargaining unit member to contribute in (1) one hour increments up to (7) seven hours of personal leave to a student related workers' compensation sick leave bank. On or before June 1 of each year, the business office will electronically notify bargaining unit members to indicate whether or not they wish to contribute to the student related injury workers compensation sick leave bank. The leave bank shall be administered by the President or Vice President of the Association and the Superintendent. The student related injury workers' compensation sick leave bank shall be used for requests from unit members for up to three (3) days of pay if the injury is of such duration that it does not provide for a Minnesota Workers' compensation wage loss benefit. Eligibility decisions are not subject to the grievance procedures.

Subd. 8. Employees who use two or less sick leave days during the regular student school year will receive a \$100 stipend in their June 30 pay check. An employee must have been employed prior to October 1 to be eligible for this stipend.

Section 2. Medical Leave:

Subd. 1. Personal Medical Leave of Absence: An employee who is unable to work because of a personal illness or disability may, upon written request to human resources per procedure outlined on the School District's website, be granted a medical leave of absence. Such leave shall run concurrently, that is at the same time, with Family Medical Leave Act (FMLA) provisions, if the employee is eligible under FMLA as noted in subdivision two (2) of this section. The employee's accrued paid leave must be exhausted before the employee transitions to an unpaid personal medical leave of absence.

Maternity Leave: The start of a personal physical disability absence for prenatal care, pregnancy, delivery, and recovery from childbirth shall be determined by the employee's physician. The end of a personal physical disability absence for childbirth shall also be determined by the employee's physician. This must be communicated to the School District in writing. Leaves extending beyond the physician's documentation shall fall under parental leave and may be eligible under the Family Medical Leave Act as noted in subdivision two (2) of this section.

Subd. 2. Family Medical Leave of Absence: In accordance with the Family Medical Leave Act (FMLA), eligible employees are entitled to twelve (12) workweeks of unpaid leave within a rolling twelve (12)-month period. Non-contract days, such as non-duty days, shall not count toward the twelve (12) workweeks and accrued paid leave shall not be deducted.

- a) FMLA Eligibility: Over the twelve (12) months prior to leave, employees must have been employed with the School District for at least twelve (12) months and worked 1,250 hours within the twelve (12)-month period preceding the leave. Any use of vacation, sick leave, or unpaid time off (non-duty days) are not counted toward the 1,250-hour benchmark.
- b) Pursuant to law, FMLA Leave shall be granted for any of the following reasons:
 - i. The employee's own serious health condition, as defined by the FMLA.
 - ii. The employee's need to care for an immediate family member (spouse, child, parent) with a serious health condition, as defined by the FMLA.
 - iii. The placement (adoption or foster care) or birth of a child up to one year after the child's birth or placement.
- c) FMLA Leave will run concurrently, that is at the same time, with any paid leave and any and all of the employee's accrued paid leave must be exhausted before the employee transitions to an unpaid leave of absence.
- d) Spouses who work for the School District shall be allowed a combined total of twelve (12) weeks unpaid FMLA leave during any twelve (12)-month period for the birth or adoption of a child, or to care for a parent's serious health condition. However, the combined limitation does not apply to FMLA leave taken by one spouse in the School District to care for the other spouse in the School District.

Subd. 3. Notification and Request for Medical Leave: An employee must give written notice to human resources requesting a medical leave of absence at least three (3) calendar months before the beginning of the requested medical leave or within 24 hours of receipt of notice of arrival of an adopted child, if notice is received less than three (3) calendar months before the leave start date, or as soon as possible following the onset of a serious health condition. The request for medical leave shall adhere to procedure outlined on the School District's website.

Subd. 4. Medical Verification: The employee shall be required to provide the School District with medical verification from a qualified healthcare provider for their own or the family member's serious health condition when requesting the leave of absence.

Subd. 5. Returning from Medical Leave: An employee on a medical leave of absence under this Section must notify human resources or his/her administrative designee in writing, five typically scheduled days of employment of his/her intention to return from leave.

a) If the employee is returning from a personal medical leave of absence, the employee must also provide medical verification from a qualified healthcare provider of the employee's release from medical restrictions allowing them to return to full capacity at work.

The employee may provide medical verification from a qualified healthcare provider of the employee's work restrictions due to the employee's serious medical condition, and the School District will attempt to accommodate those restrictions if possible.

b) Upon return from a medical leave, the employee shall be returned to the former position held from which the employee was granted the leave, or an equivalent position should that position no longer be available or the School District determines the timing of the employee's return would interfere with student achievement.

Subd. 6. Probationary Period: Periods of time for which the employee is on medical leave may extend the employee's probationary period.

Section 3. Parental Leave:

Subd. 1. An employee shall be afforded a parental leave of absence of no more than twelve (12) months in duration for the care of a newborn child or an adopted child, provided that the employee is caring for the child on a full-time basis. The parental leave will run concurrently, that is at the same time, as family medical leave should the leave be an FMLA-qualified leave of absence.

Subd. 2. Notification and Request for Parental Leave: An employee shall give written notice to human resources, per procedure outlined on the School District's website, requesting a parental leave of absence at least three (3) calendar months before the beginning of the requested leave or within 24 hours of receipt of notice of the arrival of an adopted child, if notice is received less than three (3) calendar months before the leave start date.

Subd. 3. Returning from Parental Leave: For partial school year leaves, an employee on a parental leave of absence under this Section must confirm with human resources his/her intention to return from parental leave at least two (2) weeks prior to his/her approved leave end date. For full -year leaves, an employee on a parental leave of absence under this Section must confirm with human resources or his/her administrative designee in writing, his/her intention to return from parental leave at least six (6) weeks prior to the end of his/her leave.

Upon return from a parental leave, the employee shall be returned to the former position held from which the employee was granted the leave, or an equivalent position should that position no longer be available or the School District determines the timing of the employee's return would interfere with student achievement.

Subd. 4. Failure of the employee to return from a parental leave pursuant to the agreed upon return date with the School District, may constitute job abandonment and be grounds for termination.

Subd. 5. Probationary Period: Periods of time for which the employee is on parental leave will extend the employee's probationary period.

Section 4. Civic Duty/Military Leave

Subd. 1. Jury Duty: An employee summoned to serve on a jury may request to be excused from such jury service. Employees who are not excused will be permitted time off without the loss of pay contingent upon the employee reimbursing the School District any fees / per diem received from the court for said jury duty. Any allowable expenses reimbursed by the court, such as mileage, parking, and meals, may be retained and are the sole responsibility of the employee to seek through the court. The District shall assume no responsibility to seek reimbursement, nor pay reimbursement for said expenses.

Subd. 2. Subpoenaed Witness: An employee subpoenaed in cases involving the School District or students (e.g., a parent custody case) served within the School District, will be permitted time off without the loss of pay and will be allowed to retain any allowable expenses reimbursed by the court. An employee subpoenaed in cases unrelated to the School District, will be permitted time off and use of paid or unpaid leave will be at the discretion of the Superintendent. Any allowable expenses reimbursed by the court, such as mileage, parking, and meals, may be retained and are the sole responsibility of the employee to seek through the court. The District shall assume no responsibility to seek reimbursement, nor pay reimbursement for said expenses.

Subd. 3. Military: Military leave shall be granted pursuant to State and Federal laws.

Section 5. General Unpaid Personal Leave

Subd. 1. An employee shall be afforded a general unpaid personal leave of absence, subject to the provisions in this section and District policy 464, through written request from the employee to the Superintendent. Any leave within this section must also be approved by the School Board if it extends beyond five (5) days. The granting of such leave shall be at the sole discretion of the School Board.

A general leave may be granted by the School Board for extended personal illness, extended illness of the employee's immediate family member, additional educational requirements, or other reasons acceptable to the School Board.

Subd. 2. A general leave of absence pursuant to this section shall be leave without pay and the employee will not be permitted to use accrued leave to subsidize his/her general leave of absence.

Subd. 3. An employee on an approved general leave of absence for a full school year or the spring semester of the school year, shall notify the Superintendent in writing of his/her intention to return for the upcoming fiscal year no later than April 1 of the leave fiscal year. For partial school year leaves, an employee on a general leave of absence under this Section must notify the Superintendent in writing, of his/her intention to return from general leave at least one (1) month prior to his/her approved leave end date.

Section 6. Insurance Implications

Subd. 1. Qualified FMLA Leaves: An employee on a leave under this article that qualifies per the Family Medical Leave Act (FMLA) is eligible to continue to participate in group insurance programs, if permitted under the insurance policy provisions, and shall continue to pay the employee contribution to the insurance premium for any month during which the FMLA-qualified leave falls.

Subd. 2. Other Leaves: For leaves under this article that do not qualify per the FMLA, the employee shall pay the full insurance premium (School District and employee contributions) for any month in which the employee does not work at least one (1) day.

Subd. 3. Payment: The employee is responsible for paying the School District business office the monthly amounts due for any insurance programs the employee wishes to retain in advance of the end of the corresponding month on such a date determined by the School District. However, the employee may elect to discontinue insurance programs. The right to continue participation in such group insurance programs shall automatically discontinue upon termination of employment, except as otherwise provided by law.

Subd. 4. If the injury is related to the work assignment, an employer and active employee's insurance contribution will continue during a qualified workers compensation injury.

Section 7. Accrued Benefits:

Subd. 1. Employees on Medical or Parental Leaves: An employee on a medical or parental leave under this article shall retain his/her number of personal and sick leave days, and other accrued benefits, if any, up to the date that the employee went on leave for use during the employee's leave of absence, as noted in sections two (2) and three (3) of this article, and accrual will continue so long as the employee is using paid leave. No additional paid leave days, or other benefits shall accrue for the period of time that the employee is on unpaid leave.

Subd. 2. Employees on General Leaves: An employee on a general leave under this article shall retain his/her number of personal and sick leave days, and other accrued benefits, if any, up to the date that the employee went on leave for use upon the employee's return from leave. No additional paid leave days or other benefits shall accrue for the period that the employee is on unpaid leave.

Section 8. Failure to Return to Work from a Leave of Absence: Failure of the employee to return to work from a leave of absence pursuant to this Article shall constitute grounds for termination by the School District.

Section 9. Death and Illness:

Subd. 1. An employee may be granted up to five (5) days absence with pay due to the death of the employee's spouse, child, step-child, parent, brother, sister, parent-in-law, son-in-law, daughter-in-law, or grandchild. Up to three (3) days absence may be granted with pay for the death of the employee's grandparent, brother-in-law or sister-in-law, or significant person. The leave set forth in this section is non-accumulative and shall not be deducted from sick leave.

Subd. 2. Upon approval of the superintendent or his/her designee, an employee may be granted up to 160 hours per calendar year of accumulated sick leave for illness or injury, for the following: an employee's spouse, child, child over 18, step-child, grandchild, parent, grandparent, step-parent, sibling or significant person for which care is required for such reasonable period as the employee's attendance may be necessary. This leave will be

granted under the same terms the employee is able to use sick leave benefits for their own illness. Time will be deducted from sick leave.

Subd. 3. Additional absence for severe illness or death for persons identified in Subd. 1 and Subd. 2 may be granted at the sole discretion of the superintendent whose decision is final and binding and is not subject to the grievance procedure.

Subd. 4. Absence for the severe illness or death of persons not designated in Subd. 1 or Subd. 2 may be granted at the sole discretion of the Superintendent, whose decision is final and binding and is not subject to the grievance procedure. Time used in this subdivision will be deducted from the employee's sick leave.

Section 10. Personal Leave:

Subd. 1. Eligibility:

- (a) Effective July 1, 2020, employees will receive personal leave days per the following schedule:

In Year 1-3 of continuous employment 1 day
In Year 4-7 of continuous employment 2 days
In Year 8+ of continuous employment 3 days

Personal leave shall be allowed to accumulate to a total of five (5) days.

The first year of employment shall be defined as any days of employment prior to the last student day of the regular school calendar in the first employment agreement. The next regular school calendar becomes the second year of employment with each successive school calendar year adding to the years of employment.

- (b) Denial of requests for the use of personal leave by the immediate supervisor may be appealed to the Superintendent.
- (c) An employee may be granted leave without pay at the sole discretion of the superintendent, in accordance with school board policy.
- (d) An employee may request use of their current year's sick leave allocation for up to one (1) day of paid leave to be absent due to an unavoidable emergency situation if they do not have any personal leave available from the current year allocation and their previous years' accumulation. The use of such leave will be granted at the sole discretion of the superintendent and is not subject to the grievance procedures.

Subd. 2. The use of a personal leave day is subject to the approval of the School District to ensure a minimum of disruption for the educational program. Accordingly, the following limitations shall apply:

- (a) A personal leave day normally shall not be granted for the day preceding or the day following holidays or vacation periods and the first and last ten (10) duty days of the school year. (When the licensed staff duty day calendar includes a staff inservice or conference day, the day preceding or the day following are eligible for use of personal leave.)
- (b) Personal leave requests may be denied on a particular day, if other employees in the same bargaining unit have already been granted personal or

emergency leave which would be disruptive to the functioning of the particular program. In addition, personal leave requests will not be approved on any day which would exceed five percent (5%) of the total bargaining unit.

Subd. 3. At the beginning of each contract year, employees will be credited with the number of days of personal leave specified in Subd. 1, herein. Those employees who have accumulated three (3) days of personal leave or more prior to the beginning of any contract year shall receive a lump sum payment of \$75.00 for each day beyond five for which they become eligible in lieu of being granted additional days beyond five. Part time employees as defined in Section 11 of this Article IX shall be paid a pro rata portion of the \$75.00 per day based upon the number of hours worked per year with 1020 hours per year constituting full-time.

Subd. 4. Employees who are assigned to extended duty days as defined in Section 1, Subd. 1, of this Article IX, shall earn additional personal leave days on a pro rata basis consistent with the number of additional days of assignment. The calculation of additional days will be based upon the actual days worked in the preceding school year (July 1 through June 30) and the number of years of service. The additional personal leave days earned will accrue to the employee in the following year. Additional time will be calculated to the nearest hour.

Subd. 5. Personal leave must normally be requested three (3) business days in advance or as soon as known. All requests with less than a three (3) business day notice will need to include the reason for the request of personal leave. Personal leave may be granted in increments of less than one full work day if approved by District designee.

Subd. 6. Personal leave accrued on the books at the time of an employee's separation from the district due to a reduction in force that is caused by an elimination of programs or reduction in enrollment shall be reimbursed to the employee at the current substitute program assistant rate of pay.

ARTICLE X PROBATIONARY PERIOD

Section 1. Probationary Period: An employee, under the provisions of this Agreement, shall serve a probationary period of two (2) calendar years from the date of (continuous) hire during which time the School District shall have the unqualified right to suspend without pay, discharge or otherwise discipline such an employee. In the event the School District terminates a probationary employee at the end of a school year and rehires the employee within four (4) months of the termination, the employee's previous probationary employment period shall be credited toward their probationary period of two (2) calendar years from the date of (continuous) hire. During the probationary period, the employee will receive two performance appraisals during each calendar year using the procedures of Board Policy 459. The first appraisal shall occur prior to December 15 and the second will occur prior to April 15.

Section 2. Completion of Probationary Period: An employee who has completed the probationary period may be suspended without pay, discharged or disciplined only for just cause by the School District subject to the grievance procedure.

ARTICLE XI EMPLOYEE SUPERVISION

Section 1. Employee Improvement Plans:

Subd. 1. Prior to formal or informal disciplinary procedures being employed in cases of minor misconduct or in cases where the behavior or poor performance does not constitute a serious infraction of the contract, district policies, rules or directives of superiors, the school district may, in its discretion, attempt to improve an employee's performance and/or correct an employee's behavior by implementing an "employee improvement plan."

Subd. 2. The purpose of an employee improvement plan is to improve the employee's performance up to the standards and expectations of the school district. Should the employee fail to raise his/her level of performance to the school district's expectations, or the behavior issues continue the school district may resort to the disciplinary measures delineated in Section 2 of this Article.

Subd. 3. All employee improvement plans will be placed in the employee's personnel file along with any notations as to the employee's progress in improving performance. If requested by the employee, and by agreement with the supervisor, a letter of acceptable performance on the concerns in the improvement plan will be placed in the employee's file.

Section 2. Employee Discipline:

Subd. 1. Employee discipline is the school district's process for assuring compliance with the terms and conditions of the collective bargaining agreement, Board policies and rules, directives issued by the employee's supervisors or other administrators, and generally accepted norms of behavior. Discipline is intended to correct unacceptable behavior and improve performance. The school district shall render disciplinary measures only for just cause and shall ensure that employee rights to "due process" are protected.

Subd. 2. Warnings and Reprimands: The school district shall typically follow a progressive discipline approach as outlined in this Article depending upon the gravity of the misconduct or the level of performance issues. The school district may, at its sole discretion, move immediately to a higher level of discipline, depending upon the severity of the misconduct or lack of performance.

(a) Non-Disciplinary Warning or Counseling: Oral or verbal warnings or counseling may be issued to employees in the event of relatively minor infractions. Warnings or Counseling, regardless of being written or verbal are not disciplinary and are not be grievable under Article XIV of this Agreement. An oral warning or counseling may be documented in the employee's official personnel file pursuant to the school district's sole discretion.

(b) Written Reprimand: Written reprimands (Notices of Deficiency) may be issued by the school district for more serious misconduct or when warnings or counseling have not corrected the employee's behavior or performance. Written reprimands will be placed in the employee's official personnel file. Employees may respond in writing to written reprimands and such responses shall be placed in the employee's official personnel file. Written reprimands are disciplinary in nature, may be grieved under Article XIV of this Agreement. The standards of review of a written reprimand is whether or not the written reprimand is false or inaccurate or is without just cause. Any written reprimand found through the grievance procedure to be false or inaccurate or without just cause will be expunged from the employee's official personnel file.

Subd. 3. Suspension Without Pay: An employee may be suspended without pay for just cause as described in this Article XI, Subd. 1. Suspension without pay is disciplinary in nature and is subject to the grievance procedure under Article XIV of this Agreement. In keeping with the just cause standard, an employee may be suspended without pay when

other disciplinary measures have been applied without sufficient positive result, or immediately for violations of District policies or directives that warrant such discipline.

Suspension without pay shall take effect upon written notification from the Superintendent of Schools to the employee stating the grounds for suspension without pay. The employee shall have the right to invoke the grievance procedures set forth in Article XIV of this Agreement at the arbitration level provided written notification requesting arbitration is received by the superintendent within twenty (20) days after receipt of the written notice of suspension.

The suspension without pay shall take effect upon receipt by the employee of the written notice of suspension without pay or shall take effect as otherwise indicated in the written notice of suspension without pay. The suspension without pay shall continue in effect for the time period provided in the written notice of suspension without pay or as otherwise decided by the school board, but not to exceed a period of thirty (30) work days.

Subd. 4. Termination for Cause: An employee who has passed the probationary period may be terminated for just cause.

A termination of employment is disciplinary in nature and is subject to the grievance procedure under Article XIV of this Agreement. In keeping with the just cause standard, an employee's employment may be terminated when other disciplinary measures have been applied without sufficient positive result, or immediate violations of District policies or directors that warrant such discipline.

Subd. 5 Paid Administrative Leave: An employee may be put on a paid administrative leave during an investigation at the discretion of the District. A paid administrative leave is not grievable pursuant to Article XIV of this Agreement. If the investigation results in a disciplinary suspension without pay, the employee's unpaid suspension time will not be retroactive to the start of paid administrative leave without mutual agreement. Further, previously scheduled absences will be honored during paid administrative leave.

ARTICLE XII SENIORITY (Program Assistant and Classroom Assistant)

Section 1. Seniority: The parties recognize the principle of seniority within classification in the application of this Agreement concerning reduction (layoff) or increase in force, and reduction of working time, within qualification areas as defined by the School District. For purposes of this Article, the School District reserves the right to define reasonable qualifications within respective programs, program skills, position and job description. The exercise of seniority, therefore, shall be subject to the employee's qualifications within said areas. The parties agree that Program Assistants, and Classroom Assistants constitute separate seniority classifications and accordingly, a separate seniority list will be provided for each individual classification. An employee will have rights only within their particular seniority classification under the provisions of this Article.

Section 2. Seniority Date: For purposes of this article, an employee's seniority date shall be the first work day of continuous employment with the School District. An employee shall acquire a seniority date upon completion of the probationary period as defined in this Agreement and upon acquiring seniority. If more than one employee has the same seniority date, the tie in seniority shall be broken by lot. If an employee changes their assistant assignment their seniority date remains the first work day of continuous employment with the School District for the purpose of seniority date and placement on seniority list.

Subd. 1. This article does not apply to an employee holding the position of student assistant. If a student assistant accepts an assignment as a Program Assistant or Classroom Assistant, their seniority date will be the first work day of continuous employment with the school district for placement on the seniority list.

Subd. 2. An employee covered under this Article in the contract agreement may challenge their placement order (credit) on their District Seniority list. The challenge must be submitted to the office of Human Resources and Local 4242 in writing. The District will respond in writing to the employee, within 10 business days of receiving the challenge, with documented verification of first work day of continuous employment. Subd. 1 is subject to Article XIV Grievance Procedure.

Section 3. Loss of Seniority: An employee shall lose his/her seniority standing upon written resignation of employment, discharge for cause, or after a twelve (12) month continuous lay off, as defined in Section 1, hereof.

Subd. 1. Employees projected to be affected by a reduction in force (layoff) will be notified by their immediate supervisor as soon as practicable. Official notice of ending date of employment will be sent to employee from the school district by certified mail.

Subd. 2. Employees shall be identified for reduction in force (layoff) in inverse order of seniority.

Subd. 3. An employee terminated for reduction in force (layoff), may provide the office of human resource his/her name with mailing address to receive notice of availability of positions for recall. The employee is responsible for providing current mailing address for twelve (12) months when requesting job openings through district mailings.

Section 4. Seniority Lists: Seniority lists shall be published no later than February 15 each year. The list shall indicate the employees' seniority date. The list shall be posted at each school facility where possible.

Section 5: Recall:

Subd. 1. No new employees will be employed by the School District while a qualified employee is on recall for a reduction in force (layoff) as defined in Section 1 hereof. The order of recall will be determined by the seniority order of persons on recall who meet qualifications as defined in Section 1, hereof. An employee terminated due to reduction in force (layoff) shall have recall rights until June 30th of the following fiscal year.

Subd. 2. Notice of recall will be sent by certified mail to the most current address the employee has provided on file and will include program, site, hours and assignment title.

Subd. 3. The employee will have 14 calendar days upon receipt of mailing to notify the School District of acceptance of position and reinstatement of employment.

Subd. 4. If recalled by the District within 12 months (365 days) after the date of layoff, seniority date will be the seniority date at time of reduction in force (layoff). Article XII is subject to Article XIV Grievance Procedure.

**ARTICLE XIII
OTHER BENEFITS**

Section 1. The School District agrees to reimburse for tuitions, fees, membership and association fees which are approved in accordance with District Policy 486.

Section 2. Travel Expense: Employees required by the School District to use their own vehicles in the performance of their duties shall be reimbursed for such travel at the rate as prescribed by School Board policy.

**ARTICLE XIV
GRIEVANCE PROCEDURE**

Section 1. Grievance Definition: A "grievance" shall mean an allegation by an employee(s) resulting in a dispute or disagreement between the employee(s) and the School District as to the interpretation or application of terms and conditions of employment insofar as such matters are contained in this Agreement.

Section 2. Representative: The employee, administrator or School District may be represented during any step of the procedure by any person or agent designated by such parties to this Agreement to act in their behalf.

Section 3. Definitions and Interpretations:

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

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

Subd. 3. Filing and Postmark: The filing or service of any notice or document herein shall be timely if it is personally served or if it bears a certified postmark of the United States Postal Service within the time period.

Section 4. Time Limitation and Waiver: Grievances shall not be valid for consideration unless the grievance is submitted in writing to the School District's designee, setting forth the facts and specific provision of the Agreement allegedly violated, and the particular relief sought within twenty-five (25) days after the date of notification of the event 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 hereinafter 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 1: 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 fifteen (15) days after receipt of the decision in Level I. If a grievance is properly appealed to the superintendent, the superintendent or his/her designee shall set a time to meet regarding the grievance within fifteen (15) days after receipt of the appeal. Within ten (10) days after the meeting the superintendent or his/her designee shall issue a decision in writing to the parties involved.

Section 6. School Board Review: The School Board reserves the right to review any decision issued under Level I or Level II of this procedure provided the School Board, or its representative notifies the parties of its intention to review within ten (10) days after the decision has been rendered. In the event the School Board reviews a grievance under this section, the School Board reserves the right to reverse or modify such decision.

Section 7. Denial of Grievance: Failure by the School District 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 8. Arbitration Procedures: In the event that the employee and the School District are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein.

Subd. 1. Request: A request to submit a grievance to arbitration must be in writing signed by the aggrieved party, and such request must be filed in the office of the superintendent within ten (10) days following the decision in Level II or School Board review, whichever is applicable, of the grievance procedure.

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 shall, within ten (10) days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the Bureau of Mediation Services to appoint an arbitrator pursuant to M.S. § 179.70, Subd. 4, providing such request is made within twenty (20) days after the request for arbitration. The request shall ask that the appointment be made within thirty (30) days after the receipt of said request. Failure to agree upon an arbitrator or the failure to request an arbitrator from the Bureau of Mediation Services within the time periods 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 a person or persons as they may choose and designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing de novo.

Subd. 5. Decision: The decision by the arbitrator shall be rendered within thirty (30) days after the close of the hearing. Decisions by the arbitrator in cases properly before him/her shall be final and binding upon the parties; subject, however, to the limitations of arbitration decisions as provided in the 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 or if the request is mutual, the cost shall be shared. The parties shall share equally fees and expenses of the arbitrator 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 limited or excluded by PELRA of 1971.

Section 9. Grievance Form: A form which must be used for filing grievances shall be provided by the School District (Attachment D). Such form shall be readily accessible in all school buildings.

Section 10. Election of Remedies and Waiver: A party instituting any action, proceeding or complaint in a federal or state court of law, or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this Article. Upon instituting a proceeding in another forum as outlined herein, the employee shall waive his/her 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 XV TRANSFERS, VACANCIES AND JOB POSTING

Transfer, in the context of this article, means the change in work location within Intermediate School District #917's various program sites. All transfers shall be documented in writing. A change in work assignment at the same work location is not considered a transfer under this article and is a management prerogative.

Section 1. Daily Job Site Transfer Request: For purposes of this section, a daily job site transfer request of an employee is one that is made by an administrator when there is a need on a particular day or days due to employee absences or other extenuating needs in a classroom outside of the building normally assigned. An employee may be requested to provide job coverage at a site other than their regular assigned building. When possible, an employee will be notified the day before a transfer is needed. If an assignment is expected to go beyond a day, the employee will be informed of the estimated number of days of the assignment, if known. A change of work assignment at the regular assigned building is not considered a daily job site transfer request.

Subd. 1. The employee's regular assignment work times will remain the same unless the employee and administrator mutually agree to a change in times. Hours worked that exceed the regular assignment work times will be submitted on an employee time sheet.

Subd. 2. In the event the employee's drive time from the temporary job site will exceed the normal end of day drive time and this creates a hardship for the employee, by mutual

agreement with the administrator, the employee may be allowed to leave the temporary job site before the temporary job sites normal work day end time.

Subd. 3. Employee's accepting a daily job site transfer request will be reimbursed for mileage based on the round-trip miles from their regular assignment job site to the temporary job site in accordance with District Policy 412 and submission on the District Mileage Request Form. If an employee's personal vehicle is not available for travel and alternative transportation options are not possible, there will be no retribution given to the employee.

Subd. 4. Job duties at a temporary job site that require specialized training will not be expected to be performed by an employee who has not received such training. When an employee has concerns regarding their ability to meet the program needs of a temporary job site assignment, these concerns should be shared with the administrator making the request. There will be no retribution given to an employee who is not trained for the duties of other sites.

Subd. 5. When an employee decides to decline a request for a daily job site transfer, they must discuss their decision with the administrator before the daily job site transfer is finalized.

Section 2. Involuntary Transfers: Notice of involuntary transfer shall be given to the employees of the department involved as soon as practicable. A list of open bargaining unit positions in the school district shall be made available to all employees being involuntarily transferred or reassigned. Such employees may apply for positions in order of preference to which they desire to be transferred.

Section 3. Decision:

Subd. 1. The involuntary transfer will be given to the least senior employee in the site/program, whenever possible subject to the provisions of Subdivisions 2 through 4, below.

Subd. 2. Programmatic considerations, employee qualifications, employee preference, and seniority shall be used by the school district when filling vacancies and rotating or transferring staff.

Subd. 3. Staff not selected for vacant or open positions or staff being involuntarily reassigned shall, upon written request, be afforded an opportunity to meet with the Superintendent regarding such decision.

Subd. 4. Notwithstanding the provisions of this Article, it is understood and agreed that the final choice relating to staffing decisions remains in the discretion of the School District.

Section 4. Voluntary Transfers: Voluntary transfers shall be available to all employees based on the qualifications of the individual and the needs of the district.

Subd. 1. Employees shall have the right to apply for open positions within the District for which they are qualified. Qualification shall be determined by the skills, experience, performance of the individual applying, and the requirements of the position applied for. The District shall determine the qualifications required. When qualifications are equal, seniority shall be the deciding factor between several applicants. The District shall inform

the union president by email as soon as the position is filled, stating employee name, program assignment, site location, hours and salary.

Subd. 2. Any employee who wishes to be considered for a transfer to a location or program when an opening is posted must apply through the District's application system. Consideration will be given to these requests based upon criteria described in Subd. 1 above and the needs of the district. When qualifications are equal, seniority shall be considered.

Subd. 3. Notwithstanding the provisions of this Article, it is understood and agreed that the final choice relating to staffing decisions remains in the discretion of the school district.

Section 5. Definition, Vacancies and Job Posting: For purposes of this section, a regular vacancy is defined as one anticipated to last for more than one school year when an employee is to be added in the bargaining unit, the allocation of additional employees, or a regular position becomes available due to an employee leaving. The posting requirement shall not apply when the district is making administrative transfers or reassignments within the bargaining unit.

Vacancies for bargaining unit positions shall be posted on the district website and a notice will be sent to each employee's school email. Positions will be posted for a minimum of five working days before the position is permanently filled. Each posting will include the position, hours, site assignment if known, and program assignment. Employee access to district computers will be provided during the normal work day and conditions for use are set forth in School District Policy.

Section 6. New positions or extended day/hour positions: In instances where positions providing additional hours or additional days of work or continuous employment are to be filled, preference for these positions shall be given first to the most senior qualified person applying within the program area of their normal assignment (ex: TESA within TESA) and then to the most senior qualified person applying within 917.)

Section 7. Application for Vacancies: To be considered for a vacancy posted under this Agreement, an employee must submit an application in writing.

Section 8. Mailed Notice: Employees of the unit desiring to be personally notified of any vacancies occurring within the unit must provide the personnel office with a stamped, self addressed envelope. If such an envelope is on file when a vacancy is posted, the School District will forward the vacancy notice to the employee.

ARTICLE XVI SEVERANCE/EARLY RETIREMENT

Section 1. Eligibility: Employees who have completed at least fifteen (15) years of continuous (to be defined as including any leave approved under other sections of this contract) employment with the School District, and who are at least fifty-five (55) years of age, or have completed thirty (30) years of continuous employment shall be eligible for severance pay pursuant to the provisions of this Article upon submission of a written resignation accepted by the School Board. Severance pay shall not be granted to any employee who is discharged for cause by the School District. This Article shall apply only to employees who retire after the execution of this contract and shall not be retroactive to any employee who retired prior to said execution date.

Section 2. Amount of Severance: Eligible employees, upon retirement, shall receive as severance pay unused sick leave days, not to exceed thirtyfive (35) days.

Section 3. Notice: To be eligible for the benefits of this section, unless waived by the School District, an employee must notify the School District not less than 45 calendar days prior to the proposed retirement date.

Section 4. Method of Pay-Out:

- (a) Subject to the limitations listed below, the school district will contribute an amount equal to the value of the employee's severance pay directly into the School board approved 403 (b) vendor account. The retiree will not receive any direct payment from the school district for the severance pay.
- (b) The school district's annual contribution into the School Board approved 403 (b) vendor account must not exceed the IRS contribution limit. If the amount calculated in "A" exceeds the available limits in the year of separation, the excess amount will be paid out in cash and not be tax sheltered.
- (c) The school district contribution(s) into the approved 403 (b) vendor account will be made according to the same timeline as was provided for the direct payment of the severance pay.
- (d) The school district will make the severance pay contributions to the School Board approved 403 (b) vendor. For purposes of calculating the maximum deferral limit, the school district will provide the retiree of approved vendors with contribution information for the previous twelve (12) months of employment. The vendor had agreed to calculate the maximum deferral limit.
- (e) If an employee eligible for this benefit dies before terminating employment, the benefit will be paid to the estate of the deceased.

Section 5. Cut-off Date: The benefits of this article shall not apply to a member of this group employed after July 1, 2005.

ARTICLE XVII
403(b) MATCHING CONTRIBUTION PLAN

Section 1. Eligibility: To be eligible for this contribution, an employee must be regularly employed at least 1,020 hours during the contract year, and such benefits shall not apply to employees employed for a lesser time or substitute employees. An employee must be in their second school year and thus will be eligible for an employer contribution in the employee's second year of service. The first year of employment shall be defined as any days of employment prior to the last student day of the regular school calendar in the first employment agreement. The next regular school calendar becomes the second year of employment with each successive school calendar year adding to the years of employment.

Section 2. Contribution: Effective July 1, 2020, the school district will contribute up to a maximum as listed in the following schedule, according to year of service.

School Year	Employee Matching Contribution	School District Matching Contribution	Maximum School District Contribution	Total Contribution School District and Employee
In continuous School Year 2-3	\$100	\$100	\$100	\$200
In continuous School Year 4-6	\$350	\$350	\$350	\$700
In continuous School Year 7-9	\$450	\$450	\$450	\$900
In continuous School Year 10-12	\$600	\$600	\$600	\$1,200
In continuous School Year 13-14	\$700	\$700	\$700	\$1,400
In continuous School Year 15+	\$1,000	\$1,000	\$1,000	\$2,000

Section 3. Authorization Agreement: A salary reduction authorization agreement must be completed by the eligible employee by October 1 of the current year, for the employee to participate in the 403b matching contribution plan.

Section 4. Unpaid Leaves: Employees on unpaid leaves may not participate in the matching program while on leave.

Section 5. Matching Requirement: The School District's contribution, for the matching portion of Section 2, shall not exceed the employee's matching contribution.

ARTICLE XVIII DURATION

Section 1. Term and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing July 1, 2020, through June 30, 2022, and thereafter pursuant to PELRA. If either party desires to modify or amend this Agreement commencing on July 1, 2022, it shall give written notice of such intent no later than May 1, 2022. Unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety (90) days prior to the expiration of this Agreement.

Section 2. Effect: This Agreement constitutes the full and complete agreement between the School District and the Union. The provisions herein relating to terms and conditions of employment supersede any and all prior agreements, resolutions, practices, School District policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

Section 3. Finality: Any matters relating to the current contract term, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement.

Section 4. Severability: The provisions of this Agreement shall be severable, and if any provision thereof or the application of any such provision under any circumstances is held invalid, it shall not affect any other provision of this Agreement or the application of any provision thereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

DISTRICT #917 SPECIAL EDUCATION
PROGRAM ASSISTANTS FEDERATION,
LOCAL 4242

INTERMEDIATE SCHOOL DISTRICT 917

Dian Erickson
President, Local 4242

Dr. DeeDee Currier
Chair

Teresa Stiff
Vice-President, Local 4242

Melissa Sauser
Clerk

Dated: November 10, 2020

Dated: November 10, 2020

SCHEDULE A
SPECIAL EDUCATION ASSISTANTS
2020-2021 SALARY SCHEDULE

STEP	B22-HQ
1	18.27
2	18.68
3	19.09
4	19.50
5	20.06
6	20.48
7	20.90
8	21.31
9	21.97
10	22.38
11	22.86
12	23.27
13	23.76

SCHEDULE B
SPECIAL EDUCATION ASSISTANTS
2021-2022 SALARY SCHEDULE

STEP	B22-HQ
1	18.54
2	18.95
3	19.37
4	19.79
5	20.52
6	20.95
7	21.38
8	21.80
9	22.72
10	23.14
11	23.63
12	24.05
13	24.55

GRIEVANCE REPORT FORM
INTERMEDIATE SCHOOL DISTRICT 917

Name _____

Building _____

Date Grievance Occurred _____

Statement of Facts:

Specific Provisions of Agreement Allegedly Violated:

Particular Relief Sought:

Date: _____

Signature of Grievant

MEMORANDUM OF UNDERSTANDING

Safe Learning Environment:

It is very important to follow the safe and learning guidelines that the Federal and/or state controlling agencies declare. If in any pandemic situation these guidelines are not set or renewed, then the Paraprofessional Union (Local 4242) shall have an option to notify the district of their intention of a meeting to discuss guidelines for a safe and sustainable learning environment for their members. The process will be aligned with the existing meet and confer process. Safety related concerns during the pandemic and the resulting changes in learning models may make it necessary to discuss contract related safety concerns. Whether it is a contract-related issue or an issue not covered by the contract, either party has the right to request a meeting at their discretion. Both parties agree that the safety of students and staff are very important. Every effort will be made to meet as soon as practicable.

If the district has a district committee for planning during a pandemic, the district will allow two (2) members from Paraprofessional Union (Local 4242) to be part of this committee.

This Memorandum of Understanding will be in force from the date of contract approval until the end of the contract.

Local 4242 Representative

School Board Chair

Local 4242 Representative

School Board Clerk

Dated: November 10, 2020

AGREEMENT

between

INTERMEDIATE SCHOOL DISTRICT NO. 917

and

DISTRICT 917
SPECIAL EDUCATION PROGRAM ASSISTANTS FEDERATION
LOCAL #4242 AFT, NEA, EDUCATION MINNESOTA, AFLCIO

~~Effective July 1, 2018, through June 30, 2020~~
Effective July 1, 2020, through June 30, 2022

Board Approved _____

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ARTICLE I PURPOSE

Section 1. Parties: This Agreement is entered into between the School Board of Intermediate School District No. 917, Rosemount, Minnesota, (hereinafter referred to as the School Board or School District) and the District No. 917 Special Education Program Assistants' Federation, Local 4242 AFT, NEA, Education Minnesota, AFLCIO, (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 employees represented by the District 917 Special Education Program Assistants' Federation (hereinafter referred to as employees) during the duration of this Agreement.

ARTICLE II RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: In accordance with the PELRA, the School District recognizes the District #917 Special Education Program Assistants' Federation Local #4242 AFT, NEA, Education Minnesota, AFLCIO as the exclusive representative of special education assistants employed by the School District, which exclusive representative shall have those rights and duties as prescribed by the PELRA and as described in the provisions of this Agreement.

Section 2. Appropriate Unit: The union shall represent all the special education assistants of the district as defined in this Agreement and in the PELRA.

Section 3. Exclusive Representative Leave Time:

Subd. 1. When negotiating sessions are scheduled between the exclusive representative and the school district or with a state mediator, or arbitrator, during school hours, two (2) members of the union's negotiation team will be released from their regular responsibilities for this purpose without any loss of pay. An additional ~~two (2)~~ **three (3)** union negotiation team members will be released from duty without loss of pay with reimbursement to the district by Local #4242 for the total amount of the cost of substitutes (including FICA) for the additional team members. Union negotiation team members ~~beyond four (4)~~ **may be up to five (5)** may be approved by the Superintendent to be released from duty without loss of pay with reimbursement to the district by local #4242 for the total cost of substitutes (including FICA) for the additional union team members.

Subd. 2. When an employee involved in an investigation is being **interviewed as a witness**, warned, reprimanded or disciplined for any infraction of rules or failure to make adequate progress on a performance improvement plan, leave for the union representation will be on an as needed basis at the expense of the school district for one member as union representative. No representation shall be allowed for normal counseling or performance evaluation situations.

Subd. 3. At the beginning of each school year, Local #4242 shall be credited with 50 hours to be used at the discretion of the Local for the purpose of conducting its duties as exclusive representative. Local #4242 has the option of purchasing additional hours at the regular hourly rate (including FICA) for a substitute employee. In all cases, Local #4242 shall have the responsibility to arrange for a substitute employee following district procedures for reporting an absence and the need for a substitute employee. It is agreed that if, for whatever reason, a substitute is not available on the day for which exclusive bargaining leave is requested, Local #4242 will reimburse the district for all costs related to the absence.

Subd. 4. The School District shall, upon written request by the union, afford reasonable time off without pay to elected officers or appointed representatives of the union for the purposes of

conducting the duties of the union. The three (3) days' notice may be waived by the Superintendent.

Subd. 5. In all cases, exclusive bargaining leave described in Subd. 3 must be approved by the superintendent at least three (3) days in advance of the proposed day of absence. The superintendent's decision will be based upon the availability of a substitute and the needs of the district.

ARTICLE III DEFINITIONS

Section 1. Special Education Assistants: Special education assistants shall mean all employees employed by the School District and assigned responsibilities of special education assistant, but excluding the following: superintendent, business manager, directors, and coordinators, who devote more than fifty percent (50%) of their time to administrative or supervisory duties, confidential employees, supervisory employees, nurses, essential employees, parttime employees whose services do not exceed the lesser of fourteen (14) hours per week or thirty five percent (35%) of the normal work week in the employee's bargaining unit, employees who hold positions of a temporary or seasonal character for a period not in excess of 67 working days in any calendar year, and emergency employees.

Section 2. Assistant Assignment Descriptions:

Subd. 1. Program Assistant: Under the direction of licensed staff, a program assistant supports the daily functions of the assigned program and work site. The assignment may be a classroom or classrooms or other program support function. **The assignment may also include individual student assignments.**

Subd. 2. Student Assistant: (One to one) Under the direction of licensed staff, an SA supports the needs of a specific student as assigned throughout the workday.

Subd. 3. Classroom Assistant: A CA is assigned to a specific classroom and need is determined by rule or placement recommended staff to student ratio. Under the direction of licensed staff, a CA supports the various needs of students in a classroom as assigned throughout the day. **The assignment may also include individual student assignments.**

Section 3. Temporary Work Agreement: Student Assistants are hired as per a Temporary Work Agreement. All terms and conditions of employment described in this Agreement shall apply to Student Assistants hired on a Temporary Work Agreement, with the exception of Articles X, XI, and XII.

Section 4. Terms and Conditions of Employment: The term "terms and conditions of employment" means the hours of employment, the compensation therefor, including fringe benefits, except retirement contributions or benefits, and the employer's personnel policies affecting the working conditions of the employees, subject to the provisions of M.S. 179A.07 regarding the rights of public employers and the scope of negotiations.

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

ARTICLE IV

EMPLOYEE RIGHTS

Section 1. Right to Views: Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any employee or his/her representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, as long as the same is not designed to and does not interfere with the full, faithful and proper performance of the duties of employment or circumvent the rights of the exclusive representative.

Section 2. Right to Join: Employees shall have the right to form and join labor or employee organizations and shall have the right not to form and join such organizations. Employees in an appropriate unit shall have the right by secret ballot to designate an exclusive representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for such employees with the School District.

Section 3. Use of Communications Facilities: The union shall have the right to post notices of activities and matters of union concern on designated bulletin boards in each school building site, in areas not normally accessible to students or the public.

Section 4. Use of School Buildings, Facilities, Equipment, E-mail and InterSchool Mail: The union shall have the right to usage of such School District buildings, equipment, facilities, e-mail and interschool mail as is permitted pursuant to School District policy, and under such conditions as set forth in School District policy.

Section 5. Disciplinary Meetings: The district will provide the employee notice prior to the meeting that it may or will lead to disciplinary action. All meetings will be scheduled during the employee's normal work day. Should it be necessary for a meeting to be scheduled outside a normal work day, a minimum of a 24-hour notice will be given and compensation for attendance at the meeting will be at the expense of the school district. There shall be no retribution for an employee's inability to attend a meeting scheduled outside the normal work day without a 24-hour notice.

Section 6. Right to Dues Check Off: The union has the right under PELRA to request dues deductions be withheld for each eligible employee working during a given school year. Such requests shall be in writing on a form provided by the Union and delivered to the payroll office no later than ten (10) days prior to each payroll deduction date. The first payroll deduction of the school year will occur on September 15 and the last on June 15. Pursuant to such authorization, the School District shall deduct the amount requested by the union from each regular semi-monthly check. Request by the employee to cease dues deductions submitted in writing to the School District office shall be honored and dues deductions ceased as of such written notice. The school district will notify the Union within three (3) days of receipt of such request.

Section 7. Personnel Files:

Subd. 1. All evaluations and files generated with the School District relating to each employee shall be available during regular school business hours upon written request. The employee shall have the right to reproduce any contents of the file, at the employee's expense, and to submit for inclusion employee response to any material contained within. An employee may grieve a written document placed in the employee's file by the School District on the grounds that the material is false or substantially inaccurate. If it is found that the written document is false, or substantially inaccurate, such false or inaccurate statements shall be deleted from the employee's file.

Subd. 2. A written evaluation must be reviewed with the employee prior to placement in the employee's personnel file. The employee may include a written response to the evaluation which will also be placed in the employee's personnel file.

Subd. 3. Employees shall be evaluated according to School Board policy. The use and function of the evaluation form will be thoroughly explained to the employees and the supervisors.

Subd. 4. Formal observations shall be conducted openly with full knowledge of the employee. Formal observations, conferences and evaluations shall be conducted by supervisors. Formal evaluations shall be written on the district approved evaluation forms. Non-probationary employees shall receive a performance appraisal at a minimum of once per academic year and it will be reviewed with the employee prior to April 1.

Subd. 5. Additionally, the School District may include the School District's documentation of employee conduct that may be contrary to School District policies, rules or directions. Such conduct could be positive or negative. The School District maintains its right to comply with its obligations under all laws, rules or regulations pertaining to employee conduct and requirements.

~~Section 8. Fair Share Fee: In accordance with PELRA, any employee, as defined in Article III, who is not a member of the union may be required by the union to contribute a fair share fee for services rendered as exclusive representative. The employer shall deduct from said employee's wages such fair share fee as requested by the union, pursuant to PELRA, and remit such fair share fee as per payroll deduction. The employer recognizes that the determination of the fair share fee is solely the responsibility of the union, and the employer assumes no responsibility for the determination of any dispute which may result therefrom. It is also acknowledged that any dispute concerning the amount of the fair share fee shall be subject to the proceedings provided in PELRA and, therefore, such dispute shall not be subject to the grievance procedure.~~

~~Section 9. 8. Meet and Confer: Upon written request by the Union, the School District shall meet and confer on items not covered by this agreement, pursuant to PELRA. A meet and confer meeting shall be held each year prior to the April school board meeting to review the next year's Calendar Development Committee's recommended calendar option. The meeting topic will be to review the potential dates for the second staff in-service day on the district calendar.~~

Subd. 1. Meet and Confer meetings will be held with reasonable notice at the request of Local 4242 or District and at least once during each school year.

Subd. 2. One meeting each year may include the review of the Calendar Development Committee's recommended calendar prior to presentation to the School Board and Assistants' potential dates for in-service or training days.

Subd. 3. The District will provide the facility and set date and time for meeting after conferring with the Local 4242.

ARTICLE V SCHOOL DISTRICT RESPONSIBILITIES

Section 1. Management Responsibilities: The union recognizes the right and obligation of the School District to efficiently manage and conduct the operation of the School District within its legal limitations and with its primary obligations to provide vocational and special educational opportunities for students of the School District and the State of Minnesota.

Section 2. Effect of Law, Rules and Regulations: The union recognizes that all employees covered by this Agreement shall perform the non-teaching services prescribed by the School District and shall be governed by the laws of the State of Minnesota, and by School Board rules, policy, 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 Board and its duly designated officials to promulgate rules, policy, regulations, directives, and orders from time to time as deemed necessary by the School Board insofar as such rules, policy, regulations, directives, and orders are not inconsistent with the terms of this Agreement and recognizes that the School Board, all employees covered by this Agreement, and all provisions of this agreement are subject to the laws of the State of Minnesota, Federal laws, rules and regulations and orders of the State and Federal governmental agencies. Any provisions of this Agreement 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 3. Inherent Managerial Rights: The parties recognize that the School District is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel, and that all management rights and management functions not expressly delegated in this Agreement are reserved to the School District.

Section 4. New Employee Placement: Initial placement on the salary schedule as recommended by the administration shall be disclosed in writing to the employee at the time of initial employment, along with a copy of the current master agreement.

ARTICLE VI HOURS OF SERVICE LENGTH OF SCHOOL YEAR

Section 1. Basic Day: The basic day, exclusive of lunch, for a fulltime employee, shall be six (6) to eight (8) hours per day as annually determined by the School District prior to July 1. However, the School District may employ such parttime employees as it deems appropriate. The hours indicated in the July 1 document shall not be changed during the contract year except as mutually agreed between the employee and the district. The notice of assignment document will be available on the district website and shall be mailed to each employee via U.S. mail to the address on file with the human resources office.

For employees employed after July 1, the "Employee Status Change Form" shall specify the number of hours per day that the employee is scheduled to work. No changes in this hourly work schedule shall be made without mutual agreement even when the work location or specific assignment change involves a change in hours. In the event that an employee is transferred to a position that requires fewer hours per day or week than the previous position, an additional assignment will be determined so that the employee is not reduced in hours for the remainder of the school year.

Subd. 1. Employees working six (6) or more hours per day shall receive a fifteen (15) minute break in the morning and a fifteen (15) minute break in the afternoon, or one 30-minute break at a time determined by the supervisor, with the morning break beginning no sooner than one and a half hours after the start of the student contact day. Employees working at least four (4) hours, but less than six (6) hours shall receive one 15-minute break, at a time determined by the supervisor with no break beginning sooner one and a half hours after the start of the student contact day.

In typical circumstances, the employee has the right to refuse the loss of a break. In extreme circumstances as assigned by their administrator, related to safety, the employee

may be required to forego a break. The employee will be compensated for each 15 minute break at a rate of \$5.00 per 15 minutes.

Section 2. Duty Year: The duty year for full-time employees under this Agreement shall be as annually determined by the School District prior to July 1, ~~but not less than~~ **and will be** the number of student days plus two (2) additional days as described in Subd. 1, below. The School District may employ such part-time employees as it deems appropriate.

Subd. 1. Two days will be scheduled in whole or in part by administration to provide any number of preparation, training, or team meeting opportunities. ~~One day must be scheduled prior to the start of the school year for the purpose of preparing for the upcoming year and one day will be scheduled in the school year calendar.~~ Both Union and School District designees will have input into the content of the training for the day scheduled in the school year calendar.”

Section 3. Modifications in Calendar, Length of School Day:

Subd. 1. In the event of energy shortage, severe weather, or other exigency, the School District reserves the right to modify the duty year, and, if school is closed on a normal duty day(s), the employee shall perform duties on such other day(s) in lieu thereof as the School District or its designated representative shall determine, if any.

Subd. 2. In the event of energy shortage, severe weather, or other exigency, the School District further reserves the right to modify the length of the school day, as the School District shall determine, but with the understanding that the total number of hours shall not be increased, i.e., a four (4) day week with increased hours per day but the total weekly hours not more than the regular five (5) day week.

Subd. 3. Prior to modifying the scheduled length of the school day pursuant to Subd. 2 hereof, or scheduling more than two (2) makeup days pursuant to Subd. 1 hereof, the School District shall afford to the federation the opportunity to meet and confer on such matters.

Subd. 4. School closings and the payroll implications of such closings shall be determined by the provisions of District Policy 466 “Provisions for the Closing of Schools Due to Inclement Weather or Other Exigency.”

Section 4. Certain Absences: Employees shall not be paid for any days on which they do not perform services in accordance with their contract and this Agreement except for absences authorized pursuant to their contracts and this Agreement, and the School Board will in each case make appropriate deductions from pay for any such absences.

Section 5. Employees sent home due to student attendance:

Program Assistant: A PA’s anticipated hours of work are assigned by July 1st prior to the following school year or at time of hire. Daily student attendance in the PA’s assigned classroom or area may affect the area a PA will be expected to work their assigned hours. A PA will not be sent home due to daily attendance of students. A PA would only work a reduced number of hours on a given day if they volunteer to do so.

Student Assistant: Daily attendance of an SA’s assigned student may result in a decrease of the expected amount of hours an SA is assigned each day. SA’s will not be sent home before three hours of an unexpected student absence. An administrator or designee may make available to an SA a reassignment for the remainder of the day in an area of need throughout the district. When

expected absences of a student assigned to an SA is substantiated, the SA may notify a District designee of their availability to be a substitute.

Classroom Assistant: Daily attendance of students in a CA's assigned classroom may result in a decrease of the expected amount of hours a CA is assigned each day. CA's will not be sent home before three hours of an unexpected student absence. An administrator or designee may make available to a CA a reassignment for the remainder of the day in an area of need throughout the district. When expected absences of students from the CA's assigned classroom is substantiated, the CA may notify a District designee of their availability to be a substitute.

ARTICLE VII BASIC SALARIES

Section 1. Basic Salaries: Employees shall be compensated during the two years of this agreement as provided herein.

Subd. 1. Effective July 1, ~~2018~~, **2020**, all employees will advance one step on Salary Schedule A over their placement as of June 30, ~~2018~~. **2020**.

Subd. 2. Effective July 1, ~~2019~~, **2021**, all employees will advance one step on Salary Schedule B over their placement as of June 30, ~~2019~~. **2021**.

Subd. 3. In the event a successor agreement is not entered into prior to July 1, ~~2020~~, **2022**, an employee shall remain at the same step as compensated during the ~~2019-2020~~ **2020-2021** contract year until a successor agreement is reached, which agreement shall govern step advancement, if any. However, the School District reserves the right to withhold step advancement or other salary increase in individual cases for just cause, subject to the grievance procedure.

Subd. 4. Longevity: Effective July 1, ~~2018-2020~~, employees shall receive a longevity salary increase beyond the rates delineated in Schedules A as follows:

In the 10 th through 11 th continuous school year	.25/hour
In the 12 th through 14 th continuous school year	.50/hour
In the 15 th through 17 th continuous school year	\$1.00/hour
In the 18 th through 19 th continuous school year	\$2.00/hour
In the 20 th through 22 nd continuous school year	\$3.00/hour
In the 23 rd through 24 th continuous school year	\$4.00/hour
In the 25 th through 26 th continuous school year	\$5.00/hour
In the 27 th continuous school year and beyond	\$6.00/hour

Effective July 1, ~~2019~~, **2021**, employees shall receive a longevity salary increase beyond the rates delineated in Schedule B as follows:

In the 10 th through 11 th continuous school year	.25/hour
In the 12 th through 14 th continuous school year	.50/hour
In the 15 th through 17 th continuous school year	\$1.00/hour
In the 18 th through 19 th continuous school year	\$2.00/hour
In the 20 th through 22 nd continuous school year	\$3.00/hour
In the 23 rd through 24 th continuous school year	\$4.00/hour
In the 25 th through 26 th continuous school year	\$5.00/hour
In the 27 th continuous school year and beyond	\$6.00/hour

The first year of employment shall be defined as any days of employment prior to the last student day of the regular school calendar in the first employment agreement. The next regular school calendar becomes the second year of employment with each successive school calendar year adding to the years of employment.

Section 2. New Employees and Step Advancement: A new employee shall be placed on the salary schedule as agreed between the employer and the employee and shall be eligible for step advancement on the following July 1, if they work any days prior to the last day of the regular school calendar in their employment agreement.

Section 3. Absence of Regularly Assigned Teacher: In the event the regularly assigned classroom teacher is **not present in their regular assigned** classroom for one and one-half or more clock hours ~~per day during student contact time~~, the **most senior** program assistant **normally assigned and** working with the absent teacher shall receive his/her current rate of pay plus an additional \$3.00 per hour for student contact hours. When the teacher's absence is for one and a half or more hours, all consecutive hours will qualify for the additional \$3.00 dollar per hour. ~~In the absence of both the teacher and the program assistant, a program administrator will assign one of the other assistants to receive the additional \$3.00 per hour for student contact hours.~~

Subd. 1. **In the absence of both the teacher and regularly assigned program assistant, all program and classroom assistants normally assigned in this classroom will alternate the days or hours equally for submitting absence of classroom teacher pay. The assistants alternating pay will keep track of their extra duty assignment pay.**

Subd. 2. On a community outing/field trip when the regular **ISD 917** classroom teacher or a **hired ISD 917** substitute teacher is not in attendance for two and one-half consecutive hours or more, one School District designated employee shall receive his/her current rate of pay plus an additional \$4 per hour for student contact hours.

Subd. 2. 3. The \$4 per hour increase does not refer to or include the time employees are out of the classroom or in the community in a job coaching assignment **or job training assignment**. (Ex: Cub foods/bagging groceries, school office sorting mail, **attending a workshop through a future employer**).

Section 4. Extracurricular Pay:

Subd. 1. Definition: For purposes of this Section, an extracurricular assignment is a work assignment outside of the regularly scheduled work day that is assigned in writing by the employee's assistant director or the director.

Subd. 2. Applicability: Extracurricular work assignments under this section may be for a variety of purposes, but do not include summer school, staff development activities or extended work year. The exception would be enrichment activities that entail overnights.

Subd. 3. Rate of Pay: Extracurricular work assignments shall be at the employee's normal hourly rate of pay for any hours worked except when the accumulated weekly work hours including regularly assigned work hours plus the extracurricular work hours exceed forty (40) hours per week. If the accumulated weekly work hours exceed forty (40), any time worked beyond forty (40) hours per week shall be paid at the rate of 1-1/2 times the normal rate of pay, in accordance with current district overtime procedures for non-exempt employees.

Subd. 4. Volunteer Participation: In the event an employee who is not assigned to work at an extracurricular event attends the extracurricular event and chooses to participate as a volunteer, such participation must be limited to activities that are not the same as or closely related to the employee's normal work activities. For example: selling tickets, food or other items would not be closely related to the work assignment of an employee who assists teachers in the classroom. However, supervising students, officiating at a sports event involving students, or driving district vehicles to transport students or district equipment would be closely related and would not be permitted activities for these employee volunteers.

Section 5: Train the Trainer Pay: An employee who agrees to attend training, for the purpose of meeting the requirements to be qualified to be a trainer of employees, on a regular duty day or on a non-duty day or days shall be paid at their hourly rate of pay for the time spent in the training sessions. If the location of the training sessions requires travel, expense reimbursement is regulated by Board Policy 412. All such training agreements must be approved in writing by the program administrator and the Director of Special Education.

Section 6: Trainer Pay: An employee who agrees to conduct training for other staff members shall be compensated at their hourly rate of pay. For each hour of training, one hour of preparation shall also be compensated. (Example: conducting a three-hour training session will be compensated at six hours.) Subsequent training of the same content within three (3) months shall be compensated for the actual hours of training with no additional time allowed for preparation. All such training agreements must be approved in writing by the program administrator and the Director of Special Education.

ARTICLE VIII GROUP INSURANCE

Section 1. Selection of Carrier: The selection of the insurance carrier and policy shall be made by the School District.

Section 2. Health and Hospitalization Insurance:

Subd. 1. Individual Coverage: ~~Effective July 1, 2018, the School District shall contribute a sum not to exceed \$690 per month for each eligible employee employed by the School District who qualifies for and is enrolled in the School District group health and hospitalization plan.~~ Effective January 1, 2019, **2021**, the School District shall contribute a sum not to exceed ~~\$735~~ **\$794** per month for each eligible employee employed by the School District who qualifies for and is enrolled in the School District group health and hospitalization plan. Effective January 1, 2020, **2022**, the School District shall contribute a sum not to exceed ~~\$780~~ **\$824** per month for each eligible employee employed by the School District who qualifies for and is enrolled in the School District group health and hospitalization plan. The cost of the premium not contributed by the School District shall be borne by the employee and paid by payroll deduction. This subdivision shall not apply to those eligible employees who select coverage under the high deductible health plan described in Subdivision 3.

Subd. 2. Dependent Coverage: ~~Effective July 1, 2018, the School District shall contribute a sum not to exceed \$1360 per month for dependent coverage for each eligible employee employed by the School District who qualifies for and is enrolled in the School District group health and hospitalization plan and who qualifies for dependent coverage.~~ Effective January 1, 2019, **2021**, the School District shall contribute a sum not to exceed ~~\$1410~~ **\$1501** per month for dependent coverage for each eligible employee employed by the School District who qualifies for and is enrolled in the School District group health and hospitalization plan and who qualifies for dependent coverage. Effective January 1, 2020, **2022**, the School District shall contribute a sum

not to exceed ~~\$1460~~ **\$1581** per month for dependent coverage for each eligible employee employed by the School District who qualifies for and is enrolled in the School District group health and hospitalization plan and who qualifies for dependent coverage. The cost of the premium not contributed by the School District shall be borne by the employee and paid by payroll deduction. In the event that the School District's contribution for family coverage is discriminatory or illegal, the union will hold the School District harmless and indemnify the School District from any and all action, suits, claims, damages, judgments and other forms of liability which any person may have or claim to have arising out of or by reason of the School District's contribution toward family coverage. This subdivision shall not apply to those eligible employees who select coverage under the high deductible health plan described in Subdivision 4.

Subd. 3. Individual High Deductible Coverage:

Eligible employees shall have the option of enrolling in a high deductible coverage option of the school district's health and hospitalization plan. The high deductible coverage shall be a qualified high deductible health plan within the meaning of Section 223 of the Internal Revenue Code of 1986, as amended from time to time. Each eligible employee enrolled in the high deductible coverage shall be eligible for a contribution to a health savings account ("HSA") of such employee in accordance with the Intermediate School District No. 917 Flex Choice Plan (the "Flex Choice Plan"). ~~Effective July 1, 2018, the total monthly contribution by the school district toward the cost of the premium of the high deductible coverage, the HSA contribution, and the HSA administrative fees attributable to such eligible employee shall not exceed \$610.~~ Effective January 1, 2019, **2021**, the total monthly contribution by the School District shall not exceed ~~\$655.~~ **\$712**. Effective January 1, 2020, **2022**, the total monthly contribution by the School District shall not exceed ~~\$700.~~ **\$736**.

The school district shall contribute toward the cost of the premium for each eligible employee employed by the school district who qualifies for and is enrolled in individual coverage under the high deductible coverage option of the school district's health and hospitalization plan a monthly amount equal to the total monthly contribution identified in subsection (a) minus the monthly HSA contribution identified in subsection (c) and the monthly HSA administrative fees.

The school district shall contribute an amount equal to one-half of the applicable deductible to the HSA of each eligible employee employed by the school district who qualifies for and is enrolled in individual coverage under the high deductible coverage option of the school district's health and hospitalization plan. Such contributions shall be made monthly on a pro rata basis. Such employees shall also be eligible, through the Flex Choice Plan, to make pre-tax contributions to the HSA via salary reduction. The school district shall select the vendor of the HSA to which such contributions shall be made. Once deposited in an employee's HSA, such contributions, whether made by the school district or via salary reduction, shall not be subject to restriction by the school district and the employee may access and/or transfer such funds to a different HSA to the fullest extent permitted by law. Such employees also shall be eligible to participate in a Limited Scope Health Care Reimbursement Plan through the Flex Choice Plan, which shall allow reimbursement of medical expenses to the fullest extent permitted by law for an individual receiving contributions to an HSA.

Subd. 4. Family High Deductible Coverage:

(a) Eligible employees shall have the option of enrolling in a high deductible coverage option of the school district's health and hospitalization plan. The high deductible coverage shall be a qualified high deductible health plan within the meaning of Section 223 of the Internal Revenue Code of 1986, as amended from time to time. Each eligible employee enrolled in the high deductible coverage shall be eligible for a contribution to a health savings account ("HSA") of such employee in accordance with the Intermediate School District No. 917 Flex Choice Plan (the "Flex

Choice Plan"). ~~Effective July 1, 2018, the total monthly contribution by the school district toward the cost of the premium of the high deductible coverage, the HSA contribution, and the HSA administrative fees attributable to such eligible employee shall not exceed \$1335.~~ Effective January 1, 2019, **2021**, the total monthly contribution by the school district toward the cost of the premium of the high deductible coverage, the HSA contribution, and the HSA administrative fees attributable to such eligible employee shall not exceed \$1385. **\$1468**. Effective January 1, 2020, **2022**, the total monthly contribution by the School District shall not exceed \$1435. **\$1534**.

(b) The school district shall contribute toward the cost of the premium for each eligible employee employed by the school district who qualifies for and is enrolled in individual coverage under the high deductible coverage option of the school district's health and hospitalization plan a monthly amount equal to the total monthly contribution identified in subsection (a) minus the monthly HSA contribution identified in subsection (c) and the monthly HSA administrative fees.

(c) The school district shall contribute an amount equal to one-half of the applicable deductible to the HSA of each eligible employee employed by the school district who qualifies for and is enrolled in individual coverage under the high deductible coverage option of the school district's health and hospitalization plan. Such contributions shall be made monthly on a pro rata basis. Such employees shall also be eligible, through the Flex Choice Plan, to make pre-tax contributions to the HSA via salary reduction. The school district shall select the vendor of the HSA to which such contributions shall be made. Once deposited in an employee's HSA, such contributions, whether made by the school district or via salary reduction, shall not be subject to restriction by the school district and the employee may access and/or transfer such funds to a different HSA to the fullest extent permitted by law. Such employees also shall be eligible to participate in a Limited Scope Health Care Reimbursement Plan through the Flex Choice Plan, which shall allow reimbursement of medical expenses to the fullest extent permitted by law for an individual receiving contributions to an HSA.

Subd. 5. Changes in Coverage under High Deductible Coverage: If an eligible employee who qualifies for and is enrolled in coverage under the high deductible coverage option of the school district's health and hospitalization plan changes the type of coverage during a calendar year (e.g., from individual coverage under the high deductible coverage option to family coverage under the high deductible coverage option; from family coverage under the high deductible coverage option to individual coverage under the high deductible coverage option; from family or individual coverage under the high deductible coverage option to no coverage under the high deductible coverage option), the school district's contribution to the employee's HSA shall change accordingly. The change in the amount of HSA contributions shall be effective coincident with the change in the type of coverage under the high deductible coverage option.

Section 3. Dental Insurance:

Subd. 1. Individual Coverage: Effective July 1, 2018, **2020**, School District shall contribute a sum not to exceed \$75 per month toward the cost of the premium for individual coverage for each eligible employee employed by the School District who qualifies for and is enrolled in the School District's dental insurance plan. Additional cost of the premium, if any, shall be borne by the employee and paid by payroll deduction.

Subd. 2. Dependent Coverage: Effective July 1, 2018, **2020**, the School District shall contribute a sum not to exceed \$135 per month toward the cost of the premium for dependent coverage for each eligible employee employed by the School district who qualifies for and is enrolled in the School District's dental insurance plan. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.

Section 4. Group Income Protection: The School District will pay each month 100 percent of the current premium for income protection insurance for each full time employee. The income protection plan shall include the following:

Subd. 1. Benefits begin after ninety (90) calendar days of total disability.

Subd. 2. The monthly income benefit shall be 662/3 percent of basic monthly earnings (exclusive of any additional compensation from this district or any other source).

Section 5. Life Insurance: The School District will pay each month 100 percent of the life insurance premium for a \$60,000 term-life insurance policy for each full time employee with the individual employee effective July 1, ~~2018~~. **2020**.

Section 6. Claims Against the School District: The parties agree that any description of insurance benefits contained in this Article is intended to be informational only and the eligibility of any employee for benefits shall be governed by the terms of the insurance policy purchased by the School District pursuant to this Article. It is further understood that the School District's only obligation is to purchase an insurance policy and pay such amounts as agreed herein and no claims shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

Section 7. Duration of Insurance Contribution: An employee is eligible for contributions as provided in this Article as long as he/she is a full time employee of District No. 917. Upon termination of employment, all district contribution shall cease, effective on the last working day, except as specified in Subdivisions 1 , 2 **and 3** hereof.

Subd. 1. The School District shall continue its contribution to health and dental insurance costs for disabled employees until long term disability coverage becomes effective to a maximum of three (3) calendar months following the employee's last day of work.

Subd. 2. The School District shall continue its contribution to health and dental insurance costs for employees who retire pursuant to Article XVI of this agreement for three (3) calendar months following the employee's last day of work.

Subd. 3. An employee who resigns or is a student assistant completing a temporary work agreement at the end of the school year shall be eligible during the summer months for insurance benefits coverage at district expense as defined in Article VIII, provided they have met the 1020 hour requirement defined in Section 8. Eligibility, Subd.1.

Section 8. Eligibility:

Subd. 1. To be eligible for the full benefits of this Article, employees must be a regular full-time employee employed at least 1020 hours per year. Employees employed for less than 1,020 hours per year but at least 510 hours per year shall be eligible for the benefits of this Article on a pro rata basis. Employees whose start of work date would preclude compliance with the hour requirement during the remainder of the regular academic year shall, nevertheless, be deemed to meet the hour requirement provided that their work schedule is such that hours of employment would have been attained had the employee begun work at the beginning of the academic year. Short-term or intermittent employees shall not be eligible for the benefits of this Article.

Subd. 2. Employees shall be eligible during the summer months insurance benefits coverage at district expense defined in Article VIII provided they have met the 1020 hour requirement defined in Subd. 1.

**ARTICLE IX
LEAVES OF ABSENCE**

Section 1. Sick Leave:

Subd. 1. All full-time employees in their first and second year of employment shall earn sick leave at the rate of one day for each month of service in the employment of the School District, which is equivalent to nine (9) days for each school year and beginning with their third year of employment shall earn sick leave at the rate of one and one-ninth (1-1/9) days for each month of service in the employ of the School District, which is equivalent to ten (10) days for each school year. All full-time employees shall be given a credit of nine (9) or ten (10) sick days at the beginning of each school year. Additional sick leave hours shall be awarded to employees working extended duty day assignments (exceeding 177 days/year), proportional to the number of additional days worked, rounded to the nearest hour. For purposes of this Subd. 1, summer school assignments are not considered extended duty day assignments.

Subd. 2. Unused sick leave days may accumulate without limit.

Subd. 3. After three (3) consecutive days of absence due to illness, or when there is probable cause to support the belief that an employee is misrepresenting the use of leave for illness, the District may require an employee to furnish a medical certificate from a qualified physician indicating the absence was due to illness or disability in order to qualify for sick leave pay. In the event that a medical certificate will be required, the employee will be so advised. The final determination as to the eligibility of an employee for sick leave is reserved to the School Board.

Subd. 4. Sick leave allowed shall be deducted from the accrued sick leave days earned by the employee.

Subd. 5. Sick leave pay shall be approved ~~only upon submission of a signed request.~~

Subd. 6. An employee who is entitled to sick leave pay, who is then receiving Worker's Compensation, may not be paid sick leave pay in an amount greater than the difference between such Worker's Compensation and his/her basic salary.

Subd. 7. Each year it shall be the option of each bargaining unit member to contribute in (1) one hour increments up to (7) seven hours of personal leave to a student related workers' compensation sick leave bank. On or before June 1 of each year, the business office will electronically notify bargaining unit members to indicate whether or not they wish to contribute to the student related injury workers compensation sick leave bank. The leave bank shall be administered by the President or Vice President of the Association and the Superintendent. The student related injury workers' compensation sick leave bank shall be used for requests from unit members for up to three (3) days of pay if the injury is of such duration that it does not provide for a Minnesota Workers' compensation wage loss benefit. Eligibility decisions are not subject to the grievance procedures.

Subd. 8. Employees who use two or less sick leave days during the regular student school year will receive a \$100 stipend in their June 30 pay check. An employee must have been employed prior to October 1 to be eligible for this stipend.

Section 2. Parental Leave:

Subd. 1. ~~An employee shall be afforded a parental leave of absence of no more than twelve (12) months in duration, according to the procedures as outlined in this section, to one parent of a newborn child or an adopted child, provided such parent is caring for the child on a full-time basis.~~

~~Subd. 2. The employee shall submit a written request to the superintendent for a parental leave including commencement date and return date.~~

~~Subd. 3. The effective beginning date of such leave and its duration shall be submitted by the superintendent to the School Board for approval. The superintendent will notify the employee in writing of the Board's decision.~~

~~Subd. 4. The parties agree that periods of time for which the employee is on parental leave shall not be counted in determining the completion of the probationary or trial period.~~

~~Subd. 5. An employee who returns from parental leave within the provisions of this section shall retain all previous work experience credit and any unused leave time earned under the provisions of this Agreement prior to the beginning of the leave. The employee shall not accrue any additional work experience credit for leave time during the period of child care leave.~~

~~Subd. 6. An employee on parental leave is eligible to participate in group insurance programs if permitted under the insurance policy provisions. The employee shall be responsible for the full cost of the premium of the insurance programs selected and will begin paying the district at the beginning of the leave. The right to continue participation in such group insurance programs, however, will terminate if the employee does not return to the School District pursuant to this section.~~

~~Subd. 7. The parties further agree that any child care leave of absence granted under this section shall be a leave without pay.~~

Section 3. Maternity/Adoption Leave:

~~Subd. 1. The start of a physical disability absence for pregnancy, delivery, and recovery from childbirth shall be determined by the employee's physician. The end of the physical disability absence for childbirth shall be determined by the employee's physician at the time of the child's birth.~~

~~Subd. 2. A pregnant employee shall notify the superintendent in writing, not later than the end of the sixth month of pregnancy, and, also at such time provide a physician's statement indicating the estimated date of delivery of the child. The employee shall submit a written request to the superintendent for the use of paid sick leave, including commencement date and return date. The time periods provided herein can be modified by the employee's physician.~~

~~Subd. 3. An employee's maternity absence may encompass school holidays and/or school vacations. Holidays and/or vacations that fall during the period of disability do not cause the disability period to be extended. These days would not be deducted from sick leave.~~

~~Subd. 4. Subd. 2 and 3 of this section shall also apply to one parent for the adoption of a child in compliance with the Family Medical Leave Act.~~

Section 2. Medical Leave:

Subd. 1. Personal Medical Leave of Absence: An employee who is unable to work because of a personal illness or disability may, upon written request to human resources per procedure outlined on the School District's website, be granted a medical leave of absence. Such leave shall run concurrently, that is at the same time, with Family Medical Leave Act (FMLA) provisions, if the employee is eligible under FMLA as noted in subdivision two (2) of this section. The employee's accrued paid leave must be exhausted before the employee transitions to an unpaid personal medical leave of absence.

Maternity Leave: The start of a personal physical disability absence for prenatal care, pregnancy, delivery, and recovery from childbirth shall be determined by the employee's physician. The end of a personal physical disability absence for childbirth shall also be determined by the employee's physician. This must be communicated to the School District in writing. Leaves extending beyond the physician's documentation shall fall under parental leave and may be eligible under the Family Medical Leave Act as noted in subdivision two (2) of this section.

Subd. 2. Family Medical Leave of Absence: In accordance with the Family Medical Leave Act (FMLA), eligible employees are entitled to twelve (12) workweeks of unpaid leave within a rolling twelve (12)-month period. Non-contract days, such as non-duty days, shall not count toward the twelve (12) workweeks and accrued paid leave shall not be deducted.

a) **FMLA Eligibility:** Over the twelve (12) months prior to leave, employees must have been employed with the School District for at least twelve (12) months and worked 1,250 hours within the twelve (12)-month period preceding the leave. Any use of vacation, sick leave, or unpaid time off (non-duty days) are not counted toward the 1,250-hour benchmark.

b) Pursuant to law, FMLA Leave shall be granted for any of the following reasons:

i. The employee's own serious health condition, as defined by the FMLA.

ii. The employee's need to care for an immediate family member (spouse, child, parent) with a serious health condition, as defined by the FMLA.

iii. The placement (adoption or foster care) or birth of a child up to one year after the child's birth or placement.

c) FMLA Leave will run concurrently, that is at the same time, with any paid leave and any and all of the employee's accrued paid leave must be exhausted before the employee transitions to an unpaid leave of absence.

d) Spouses who work for the School District shall be allowed a combined total of twelve (12) weeks unpaid FMLA leave during any twelve (12)-month period for the birth or adoption of a child, or to care for a parent's serious health condition. However, the combined limitation does not apply to FMLA leave taken by one spouse in the School District to care for the other spouse in the School District.

Subd. 3. Notification and Request for Medical Leave: An employee must give written notice to human resources requesting a medical leave of absence at least three (3) calendar months before the beginning of the requested medical leave or within 24 hours of receipt of notice of arrival of an adopted child, if notice is received less than three (3) calendar months before the leave start date, or as soon as possible following the onset of a serious health condition. The request for medical leave shall adhere to procedure outlined on the School District's website.

Subd. 4. Medical Verification: The employee shall be required to provide the School District with medical verification from a qualified healthcare provider for their own or the family member's serious health condition when requesting the leave of absence.

Subd. 5. Returning from Medical Leave: An employee on a medical leave of absence under this Section must notify human resources or his/her administrative designee in writing, at

~~least one (1) week prior to five typically scheduled days of employment of his/her intention to return from leave.~~

a). If the employee is returning from a personal medical leave of absence, the employee must also provide medical verification from a qualified healthcare provider of the employee's release from medical restrictions allowing them to return to full capacity at work.

The employee may provide medical verification from a qualified healthcare provider of the employee's work restrictions due to the employee's serious medical condition, and the School District will attempt to accommodate those restrictions if possible.

b) Upon return from a medical leave, the employee shall be returned to the former position held from which the employee was granted the leave, or an equivalent position should that position no longer be available or the School District determines the timing of the employee's return would interfere with student achievement.

Subd. 6. Probationary Period: Periods of time for which the employee is on medical leave may extend the employee's probationary period. ~~Pursuant to Minnesota Statute (122A.41, Subdivision 1).~~

Section 3. Parental Leave:

Subd. 1. An employee shall be afforded a parental leave of absence of no more than twelve (12) months in duration for the care of a newborn child or an adopted child, provided that the employee is caring for the child on a full-time basis. The parental leave will run concurrently, that is at the same time, as family medical leave should the leave be an FMLA-qualified leave of absence.

Subd. 2. Notification and Request for Parental Leave: An employee shall give written notice to human resources, per procedure outlined on the School District's website, requesting a parental leave of absence at least three (3) calendar months before the beginning of the requested leave or within 24 hours of receipt of notice of the arrival of an adopted child, if notice is received less than three (3) calendar months before the leave start date.

Subd. 3. Returning from Parental Leave: For partial school year leaves, an employee on a parental leave of absence under this Section must confirm with human resources his/her intention to return from parental leave at least two (2) weeks prior to his/her approved leave end date. For full -year leaves, an employee on a parental leave of absence under this Section must confirm with human resources or his/her administrative designee in writing, his/her intention to return from parental leave at least six (6) weeks prior to the end of his/her leave.

Upon return from a parental leave, the employee shall be returned to the former position held from which the employee was granted the leave, or an equivalent position should that position no longer be available or the School District determines the timing of the employee's return would interfere with student achievement.

Subd. 4. Failure of the employee to return from a parental leave pursuant to the agreed upon return date with the School District, may constitute job abandonment and be grounds for termination.

Subd. 5. Probationary Period: Periods of time for which the employee is on parental leave ~~may~~ will extend the employee's probationary period ~~pursuant to Minnesota Statute (122A.41, Subdivision 1).~~

~~Section 5. Jury Duty Leave: An employee summoned for jury duty shall receive his/her regular salary but shall remit to the school district any jury duty fees received. The employee shall retain any expenses or mileage allowances paid by the court.~~

Section 4. Civic Duty/Military Leave

Subd. 1. Jury Duty: An employee summoned to serve on a jury ~~shall~~ may request to be excused from such jury service. Employees who are not excused will be permitted time off without the loss of pay contingent upon the employee reimbursing the School District any fees / per diem received from the court for said jury duty. Any allowable expenses reimbursed by the court, such as mileage, parking, and meals, may be retained and are the sole responsibility of the employee to seek through the court. The District shall assume no responsibility to seek reimbursement, nor pay reimbursement for said expenses.

Subd. 2. Subpoenaed Witness: An employee subpoenaed in cases involving the School District or students (e.g., a parent custody case) served within the School District, will be permitted time off without the loss of pay and will be allowed to retain any allowable expenses reimbursed by the court. An employee subpoenaed in cases unrelated to the School District, will be permitted time off and use of paid or unpaid leave will be at the discretion of the Superintendent. Any allowable expenses reimbursed by the court, such as mileage, parking, and meals, may be retained and are the sole responsibility of the employee to seek through the court. The District shall assume no responsibility to seek reimbursement, nor pay reimbursement for said expenses.

Subd. 3. Military: Military leave shall be granted pursuant to State and Federal laws.

Section 5. General Unpaid Personal Leave

Subd. 1. An employee shall be afforded a general unpaid personal leave of absence, subject to the provisions in this section and District policy 464, through written request from the employee to the Superintendent. Any leave within this section must also be approved by the School Board if it extends beyond five (5) days. The granting of such leave shall be at the sole discretion of the School Board.

A general leave may be granted by the School Board for extended personal illness, extended illness of the employee's immediate family member, additional educational requirements, or other reasons acceptable to the School Board.

Subd. 2. A general leave of absence pursuant to this section shall be leave without pay and the employee will not be permitted to use accrued leave to subsidize his/her general leave of absence.

Subd. 3. An employee on an approved general leave of absence for a full school year or the spring semester of the school year, shall notify the Superintendent in writing of his/her intention to return for the upcoming fiscal year no later than April 1 of the leave fiscal year. For partial school year leaves, an employee on a general leave of absence under this Section

must notify the Superintendent in writing, of his/her intention to return from general leave at least one (1) month prior to his/her approved leave end date.

Section 7. Insurance Application:

~~Subd. 1. An employee shall be eligible for insurance contributions as provided in Article VIII of this agreement during any month that the employee provides regular service at least one (1) day during the month, or during any month that such employee is continuously on paid sick leave pursuant to Section 1 of this Article and including the non-duty summer months continuous with otherwise eligible service.~~

~~Subd. 2. An employee shall not be eligible for School District contributions for insurance programs as outlined in Article VIII of this Agreement during any of the following:~~

~~(a) Any month in which the employee does not receive either pay for actual service rendered or during any month in which the employee is absent but not entitled to sick leave pursuant to Section 1 of this Article.~~

~~(b) Any month after an employee has been absent for (40) forty consecutive student calendar days due to an injury qualified for a Minnesota workers' compensation wage loss benefit and the employee receives workers' compensation for the entire month, whether or not supplemented by sick leave.~~

~~(c) Any month in which the employee is receiving long-term disability insurance benefits for the entire month.~~

~~Subd. 3. An employee being compensated pursuant to Subd. 2, hereof, may, however, continue to participate in group insurance plans if permitted under the insurance policy provisions, but shall pay the entire premium for such program as he/she wishes to retain during such period of employment relationship. It is the responsibility of the employee to make arrangements with the school business office to pay to the School District the monthly premium amounts in advance and on such date as determined by the School District. The right to continue participation in such group insurance programs, however, will discontinue upon termination of employment, except as otherwise provided by law.~~

Section 6. Insurance Implications

Subd. 1. Qualified FMLA Leaves: An employee on a leave under this article that qualifies per the Family Medical Leave Act (FMLA) is eligible to continue to participate in group insurance programs, if permitted under the insurance policy provisions, and shall continue to pay the employee contribution to the insurance premium for any month during which the FMLA-qualified leave falls.

Subd. 2. Other Leaves: For leaves under this article that do not qualify per the FMLA, the employee shall pay the full insurance premium (School District and employee contributions) for any month in which the employee does not work at least one (1) day.

Subd. 3. Payment: The employee is responsible for paying the School District business office the monthly amounts due for any insurance programs the employee wishes to retain in advance of the end of the corresponding month on such a date determined by the School District. However, the employee may elect to discontinue insurance programs. The right to continue participation in such group insurance programs shall

automatically discontinue upon termination of employment, except as otherwise provided by law.

Subd. 4. If the injury is related to the work assignment, an employer and active employee's insurance contribution will continue during a qualified workers compensation injury.

~~Section 8. Accrued Benefits – Unpaid Leaves: An employee on an unpaid leave pursuant to this Article shall retain such amounts of experience credit for pay purposes and other accrued benefits, if any, which he/she had accrued at the time he/she went on leave for use upon his/her return. No additional experience credit for pay purposes or other benefits shall accrue for the period of time that an employee is on leave under this Section 7.~~

~~Section 9. Accrued Benefits – Paid Leaves: An employee on an extended leave where compensation is involved, including sick leave and worker's compensation, shall be eligible for and shall be entitled to normal accruals for sick leave during any month in which the employee actually performs services. However, an employee shall not be eligible for accrual of sick leave during any month in which the employee does not perform services because of absence on paid sick leave or during the entire month the employee is being compensated by worker's compensation or long term disability insurance.~~

Section 7. Accrued Benefits:

Subd. 1. Employees on Medical or Parental Leaves: An employee on a medical or parental leave under this article shall retain his/her number of personal and sick leave days, and other accrued benefits, if any, up to the date that the employee went on leave for use during the employee's leave of absence, as noted in sections two (2) and three (3) of this article, and accrual will continue so long as the employee is using paid leave. No additional paid leave days, or other benefits shall accrue for the period of time that the employee is on unpaid leave.

Subd. 2. Employees on General Leaves: An employee on a general leave under this article shall retain his/her number of personal and sick leave days, and other accrued benefits, if any, up to the date that the employee went on leave for use upon the employee's return from leave. No additional paid leave days or other benefits shall accrue for the period that the employee is on unpaid leave.

~~Section 10. The parties agree that periods of time for which the employee is on unpaid leave shall not be counted in determining the completion of the probationary period.~~

~~Section 4-8. Failure to Return to Work from a Leave of Absence:~~ Failure of the employee to return to work from a leave of absence pursuant to this Article shall constitute grounds for termination by the School District.

~~Section 12. Eligibility: To be eligible for the benefits of this Article, an employee must be a full time employee employed at least 1,020 hours per year. Bargaining unit employees employed for less than 1,020 hours per year shall receive leave benefits on a pro-rata basis.~~

Section 4-9. Death and Illness:

~~Subd. 1. Upon approval of the superintendent or his/her designee, a~~ An employee may be granted up to five (5) days absence with pay due to the death of the employee's spouse, child, **step-child, grandchild, or parent, brother, sister, parent-in-law, son-in law, daughter-in-law, or grandchild.** Up to three (3) days absence may be granted with pay for the death of the employee's ~~sister, brother, grandparent, parent-in-law, son~~

~~or daughter-in-law, brother-in-law~~ or sister-in-law, or significant person. The leave set forth in this section is non-accumulative and shall not be deducted from sick leave.

Subd. 2. Upon approval of the superintendent or his/her designee, an employee may ~~use~~ **be granted** up to 160 hours per calendar year of accumulated sick leave for illness or injury, for the following: an employee's spouse, child, child over 18, step-child, grandchild, parent, grandparent, step-parent, sibling or significant person for which care is required for such reasonable period as the employee's attendance may be necessary. This leave will be granted under the same terms the employee is able to use sick leave benefits for their own illness. Time will be deducted from sick leave.

Subd. 3. Additional absence for severe illness or death for persons identified in Subd. 1 and Subd. 2 may be granted at the sole discretion of the superintendent whose decision is final and binding and is not subject to the grievance procedure.

Subd. 4. Absence for the severe illness or death of persons not designated in Subd. 1 or Subd. 2 may be granted at the sole discretion of the Superintendent, whose decision is final and binding and is not subject to the grievance procedure. Time used in this subdivision will be deducted from the employee's sick leave.

Section 6-10. Personal Leave:

Subd. 1. Eligibility:

(a) Effective July 1, 2018, **2020**, employees will receive personal leave days per the following schedule:

In **Year 1-3 of** continuous ~~School Year 1-3~~ **employment** 1 day
In **Year 4-7 of** continuous ~~School Year 4-7~~ **employment** 2 days
In **Year 8+ of** continuous ~~School Year 8+~~ **employment** 3 days

Personal leave shall be allowed to accumulate to a total of five (5) days.

The first year of employment shall be defined as any days of employment prior to the last student day of the regular school calendar in the first employment agreement. The next regular school calendar becomes the second year of employment with each successive school calendar year adding to the years of employment.

(b) Denial of requests for the use of personal leave by the immediate supervisor may be appealed to the Superintendent.

(c) An employee may be granted leave without pay at the sole discretion of the superintendent, in accordance with school board policy.

(d) An employee may request use of their current year's sick leave allocation for up to one (1) day of paid leave to be absent due to an unavoidable emergency situation if they do not have any personal leave available from the current year allocation and their previous years' accumulation. The use of such leave will be granted at the sole discretion of the superintendent and is not subject to the grievance procedures.

Subd. 2. The use of a personal leave day is subject to the approval of the School District to ensure a minimum of disruption for the educational program. Accordingly, the following limitations shall apply:

(a) A personal leave day normally shall not be granted for the day preceding or the day following holidays or vacation periods and the first and last ten (10) duty days of the school year. (When the licensed staff duty day calendar includes a staff inservice or conference day, the day preceding or the day following are eligible for use of personal leave.)

(b) Personal leave requests may be denied on a particular day, if other employees in the same bargaining unit have already been granted personal or emergency leave which would be disruptive to the functioning of the particular program. In addition, personal leave requests will not be approved on any day which would exceed five percent (5%) of the total bargaining unit.

Subd. 3. At the beginning of each contract year, employees will be credited with the number of days of personal leave specified in Subd. 1, herein. Those employees who have accumulated three (3) days of personal leave or more prior to the beginning of any contract year shall receive a lump sum payment of \$75.00 for each day beyond five for which they become eligible in lieu of being granted additional days beyond five. Part time employees as defined in Section 11 of this Article IX shall be paid a pro rata portion of the \$75.00 per day based upon the number of hours worked per year with 1020 hours per year constituting full-time.

Subd. 4. Employees who are assigned to extended duty days as defined in Section 1, Subd. 1, of this Article IX, shall earn additional personal leave days on a pro rata basis consistent with the number of additional days of assignment. The calculation of additional days will be based upon the actual days worked in the preceding school year (July 1 through June 30) and the number of years of service. The additional personal leave days earned will accrue to the employee in the following year. Additional time will be calculated to the nearest hour.

Subd. 5. Personal leave must normally be requested three (3) business days in advance or as soon as known. All requests with less than a three (3) business day notice will need to include the reason for the request of personal leave. Personal leave may be granted in increments of less than one full work day if approved by District designee.

Subd. 6. Personal leave accrued on the books at the time of an employee's separation from the district due to a reduction in force that is caused by an elimination of programs or reduction in enrollment shall be reimbursed to the employee at the current substitute program assistant rate of pay.

ARTICLE X PROBATIONARY PERIOD

Section 1. Probationary Period: An employee, under the provisions of this Agreement, shall serve a probationary period of two (2) calendar years from the date of (continuous) hire during which time the School District shall have the unqualified right to suspend without pay, discharge or otherwise discipline such an employee. In the event the School District terminates a probationary employee at the end of a school year and rehires the employee within four (4) months of the termination, the employee's previous probationary employment period shall be credited toward their probationary period of two (2) calendar years from the date of (continuous) hire. During the probationary period, the employee will receive two performance appraisals during each calendar year using the procedures of Board Policy 459. The first appraisal shall occur prior to December 15 and the second will occur prior to April 15.

Section 2. Completion of Probationary Period: An employee who has completed the probationary period may be suspended without pay, discharged or disciplined only for just cause by the School District subject to the grievance procedure.

**ARTICLE XI
EMPLOYEE SUPERVISION**

Section 1. Employee Improvement Plans:

Subd. 1. Prior to formal or informal disciplinary procedures being employed in cases of minor misconduct or in cases where the behavior or poor performance does not constitute a serious infraction of the contract, district policies, rules or directives of superiors, the school district may, in its discretion, attempt to improve an employee's performance and/or correct an employee's behavior by implementing an "employee improvement plan."

Subd. 2. The purpose of an employee improvement plan is to improve the employee's performance up to the standards and expectations of the school district. Should the employee fail to raise his/her level of performance to the school district's expectations, or the behavior issues continue the school district may resort to the disciplinary measures delineated in Section 2 of this Article.

Subd. 3. All employee improvement plans will be placed in the employee's personnel file along with any notations as to the employee's progress in improving performance. **If requested by the employee, and by agreement with the supervisor, a letter of acceptable performance on the concerns in the improvement plan will be placed in the employee's file.**

Section 2. Employee Discipline:

Subd. 1. Employee discipline is the school district's process for assuring compliance with the terms and conditions of the collective bargaining agreement, Board policies and rules, directives issued by the employee's supervisors or other administrators, and generally accepted norms of behavior. Discipline is intended to correct unacceptable behavior and improve performance. The school district shall render disciplinary measures only for just cause and shall ensure that employee rights to "due process" are protected.

Subd. 2. ~~Oral or Written~~Warnings and Reprimands: The school district shall typically follow a progressive discipline approach as outlined in this Article depending upon the gravity of the misconduct or the level of performance issues. The school district may, at its sole discretion, move immediately to a higher level of discipline, depending upon the severity of the misconduct or lack of performance.

(a) ~~Oral Reprimand~~ **Non-Disciplinary Warning or Counseling:** ~~Oral or verbal warnings or counseling reprimands~~ **Oral or verbal warnings or counseling reprimands may be issued to employees in the event of relatively minor infractions. Warnings or Counseling, regardless of being written or verbal. Oral reprimands shall are not disciplinary and are not be grievable under Article XIV of this Agreement. An oral warning or counseling reprimands not may be documented in the employee's official personnel file pursuant to the school district's sole discretion.**

(b) Written Reprimand: Written reprimands (Notices of Deficiency) may be issued by the school district for more serious misconduct or when ~~oral~~ **warnings or counseling** have not corrected the employee's behavior or performance. Written reprimands will be placed in the employee's official personnel file. Employees may respond in writing to written reprimands and such responses shall be placed in the employee's official personnel file. **Written reprimands are disciplinary in nature, may be grieved under Article XIV of this Agreement. The standards of review of a written reprimand is are whether or not any material in the employee's official personnel file the written reprimand is false or inaccurate or is without just cause. Any written reprimand material found through the grievance procedure to be false or inaccurate or without just cause will shall be expunged from the employee's official personnel file.**

Subd. 3. Suspension Without Pay: An employee may be suspended without pay for grounds as described in Minn. Stat. Section 122A.40, Subd. 9(1) through (4) or Minn. Stat. Section 122A.40, Subd. 13(1) through (6) **just cause as described in this Article XI, Subd. 1. Any suspension without pay is disciplinary in nature and** is subject to the grievance procedure under Article XIV of this Agreement. Additionally ~~In keeping with the just cause standard,~~ an employee may be suspended without pay when other disciplinary measures have been applied without sufficient positive result, or **immediately** for ~~other willful~~ violations of District policies or directives **that warrant such discipline.**

Suspension **without pay** shall take effect upon written notification from the Superintendent of Schools to the employee stating the grounds for suspension **without pay**. The employee shall have the right to invoke the grievance procedures set forth in Article XIV of this Agreement at the arbitration level provided written notification requesting arbitration is received by the superintendent within ~~fifteen (15)~~ **twenty (20)** days after receipt of the written notice of suspension.

The suspension **without pay** shall take effect upon receipt by the employee of the written notice of suspension **without pay** or shall take effect as otherwise indicated in the written notice of suspension **without pay**. The suspension **without pay** shall continue in effect for the time period provided in the written notice **of suspension without pay** or as otherwise decided by the school board, but not to exceed a period of thirty (30) work days.

~~An employee may be put on a paid leave during an investigation of concern for the District. If the investigation results in an unpaid leave, the employee's unpaid leave time will not be retroactive without mutual agreement.~~

Subd. 4. Termination for Cause: An employee who has passed the probationary period may be terminated for **just** cause. ~~at the end of a school year for any of the following reasons:~~

- ~~Inefficiency;~~
- ~~Neglect of duty, or persistent violation of school laws, rules, regulations, or directives;~~
- ~~Conduct unbecoming to an employee which materially impairs the employee's educational effectiveness;~~
- ~~Other good and sufficient grounds rendering the employee unfit to perform the employee's duties.~~

~~An employee will not be terminated upon one of the grounds specified in clause (1), (2), (3), or (4), unless the employee fails to correct the deficiency after being given written notice of the specific items of complaint and reasonable time within which to remedy them.~~

~~Immediate discharge. The board may discharge a non-probationary employee, effective immediately, upon any of the following grounds:~~

- ~~Immoral conduct, insubordination, or conviction of a felony;~~
- ~~Conduct unbecoming to an employee which requires the immediate removal of the employee from classroom or other duties;~~
- ~~Failure without justifiable cause to be present at assigned work place without first securing the written release of the school board;~~
- ~~Gross inefficiency which the employee has failed to correct after reasonable written notice;~~
- ~~Willful neglect of duty; or~~
- ~~Continuing physical or mental disability subsequent to a 12 month leave of absence and inability to qualify for reinstatement.~~

A termination of employment is disciplinary in nature and is subject to the grievance procedure under Article XIV of this Agreement. In keeping with the just cause standard, an employee's employment may be terminated when other disciplinary measures have been applied without sufficient positive result, or immediate violations of District policies or directors that warrant such discipline.

Subd. 5 Paid Administrative Leave: An employee may be put on a paid administrative leave during an investigation at the discretion of the District. A paid administrative leave is not grievable pursuant to Article XIV of this Agreement. If the investigation results in a disciplinary suspension without pay, the employee's unpaid suspension time will not be retroactive to the start of paid administrative leave without mutual agreement. Further, previously scheduled absences will be honored during paid administrative leave.

ARTICLE XII SENIORITY (Program Assistant and Classroom Assistant)

Section 1. Seniority: The parties recognize the principle of seniority within classification in the application of this Agreement concerning reduction (layoff) or increase in force, and reduction of working time, within qualification areas as defined by the School District. For purposes of this Article, the School District reserves the right to define reasonable qualifications within respective programs, program skills, position and job description. The exercise of seniority, therefore, shall be subject to the employee's qualifications within said areas. The parties agree that Program Assistants, and Classroom Assistants constitute separate seniority classifications and accordingly, a separate seniority list will be provided for each individual classification. An employee will have rights only within their particular seniority classification under the provisions of this Article.

Section 2. Seniority Date: For purposes of this article, an employee's seniority date shall be the first work day of continuous employment with the School District. An employee shall acquire a seniority date upon completion of the probationary period as defined in this Agreement and upon acquiring seniority. If more than one employee has the same seniority date, the tie in seniority shall be broken by lot. If an employee changes their assistant assignment their seniority date remains the first work day of continuous employment with the School District for the purpose of seniority date and placement on seniority list.

Subd. 1. This article does not apply to an employee holding the position of student assistant. If a student assistant accepts an assignment as a Program Assistant or Classroom Assistant, their seniority date will be the first work day of continuous employment with the school district for placement on the seniority list.

Subd. 2. An employee covered under this Article in the contract agreement may challenge their placement order (credit) on their District Seniority list. The challenge must be submitted to the office of Human Resources and Local 4242 in writing. The District will respond in writing to the employee, within 10 business days of receiving the challenge, with documented verification of first work day of continuous employment. Subd. 1 is subject to Article XIV Grievance Procedure.

Section 3. Loss of Seniority: An employee shall lose his/her seniority standing upon written resignation of employment, discharge for cause, or after a twelve (12) month continuous lay off, as defined in Section 1, hereof.

Subd. 1. Employees projected to be affected by a reduction in force (layoff) will be notified by their immediate supervisor as soon as practicable. Official notice of ending date of employment will be sent to employee from the school district by certified mail.

Subd. 2. Employees shall be identified for reduction in force (layoff) in inverse order of seniority.

Subd. 3. An employee terminated for reduction in force (layoff), may provide the office of human resource his/her name with mailing address to receive notice of availability of positions for recall. The employee is responsible for providing current mailing address for twelve (12) months when requesting job openings through district mailings.

Section 4. Seniority Lists: Seniority lists shall be published no later than February 15 each year. The list shall indicate the employees' seniority date. The list shall be posted at each school facility where possible.

Section 5: Recall:

Subd. 1. No new employees will be employed by the School District while a qualified employee is on recall for a reduction in force (layoff) as defined in Section 1 hereof. The order of recall will be determined by the seniority order of persons on recall who meet qualifications as defined in Section 1, hereof. An employee terminated due to reduction in force (layoff) shall have recall rights until June 30th of the following fiscal year.

Subd. 2. Notice of recall will be sent by certified mail to the most current address the employee has provided on file and will include program, site, hours and assignment title.

Subd. 3. The employee will have 14 calendar days upon receipt of mailing to notify the School District of acceptance of position and reinstatement of employment.

Subd. 4. If recalled by the District within 12 months (365 days) after the date of layoff, seniority date will be the seniority date at time of reduction in force (layoff). Article XII is subject to Article XIV Grievance Procedure.

**ARTICLE XIII
OTHER BENEFITS**

Section 1. The School District agrees to reimburse for tuitions, fees, membership and association fees which are approved in accordance with District Policy 486.

Section 2. Travel Expense: Employees required by the School District to use their own vehicles in the performance of their duties shall be reimbursed for such travel at the rate as prescribed by School Board policy.

**ARTICLE XIV
GRIEVANCE PROCEDURE**

Section 1. Grievance Definition: A "grievance" shall mean an allegation by an employee(s) resulting in a dispute or disagreement between the employee(s) and the School District as to the interpretation or application of terms and conditions of employment insofar as such matters are contained in this Agreement.

Section 2. Representative: The employee, administrator or School District may be represented during any step of the procedure by any person or agent designated by such parties to this Agreement to act in their behalf.

Section 3. Definitions and Interpretations:

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

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

Subd. 3. Filing and Postmark: The filing or service of any notice or document herein shall be timely if it is personally served or if it bears a certified postmark of the United States Postal Service within the time period.

Section 4. Time Limitation and Waiver: Grievances shall not be valid for consideration unless the grievance is submitted in writing to the School District's designee, setting forth the facts and specific provision of the Agreement allegedly violated, and the particular relief sought within twenty-five (25) days after the date of notification of the event 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 hereinafter 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 1: 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 fifteen (15) days after receipt of the decision in Level I. If a grievance is properly appealed to the superintendent, the superintendent or his/her designee shall set a time to meet regarding the grievance within fifteen (15) days after receipt of the appeal. Within ten (10) days after the meeting the superintendent or his/her designee shall issue a decision in writing to the parties involved.

Section 6. School Board Review: The School Board reserves the right to review any decision issued under Level I or Level II of this procedure provided the School Board, or its representative notifies the parties of its intention to review within ten (10) days after the decision has been rendered. In the event the School Board reviews a grievance under this section, the School Board reserves the right to reverse or modify such decision.

Section 7. Denial of Grievance: Failure by the School District 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 8. Arbitration Procedures: In the event that the employee and the School District are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein.

Subd. 1. Request: A request to submit a grievance to arbitration must be in writing signed by the aggrieved party, and such request must be filed in the office of the superintendent within ten (10) days following the decision in Level II or School Board review, whichever is applicable, of the grievance procedure.

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 shall, within ten (10) days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the Bureau of Mediation Services to appoint an arbitrator pursuant to M.S. § 179.70, Subd. 4, providing such request is made within twenty (20) days after the request for arbitration. The request shall ask that the appointment be made within thirty (30) days after the receipt of said request. Failure to agree upon an arbitrator or the failure to request an arbitrator from the Bureau of Mediation Services within the time periods 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 a person or persons as they may choose and designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing de novo.

Subd. 5. Decision: The decision by the arbitrator shall be rendered within thirty (30) days after the close of the hearing. Decisions by the arbitrator in cases properly before him/her shall be final and binding upon the parties; subject, however, to the limitations of arbitration decisions as provided in the 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 or if the request is mutual, the cost shall be shared. The parties shall share equally fees and expenses of the arbitrator 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 limited or excluded by PELRA of 1971.

Section 9. Grievance Form: A form which must be used for filing grievances shall be provided by the School District (Attachment D). Such form shall be readily accessible in all school buildings.

Section 10. Election of Remedies and Waiver: A party instituting any action, proceeding or complaint in a federal or state court of law, or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this Article. Upon instituting a proceeding in another forum as outlined herein, the employee shall waive his/her 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 XV
TRANSFERS, VACANCIES AND JOB POSTING**

Transfer, in the context of this article, means the change in work location within Intermediate School District #917's various program sites. All transfers shall be documented in writing. A change in work assignment at the same work location is not considered a transfer under this article and is a management prerogative.

Section 1. Daily Job Site Transfer Request: For purposes of this section, a daily job site transfer request of an employee is one that is made by an administrator when there is a need on a particular day or days due to employee absences or other extenuating needs in a classroom outside of the building normally assigned. An employee may be requested to provide job coverage at a site other than their regular assigned building. When possible, an employee will be notified the day before a transfer is needed. If an assignment is expected to go beyond a day, the employee will be informed of the estimated number of days of the assignment, if known. A change of work assignment at the regular assigned building is not considered a daily job site transfer request.

Subd. 1. The employee's regular assignment work times will remain the same unless the employee and administrator mutually agree to a change in times. Hours worked that exceed the regular assignment work times will be submitted on an employee time sheet.

Subd. 2. In the event the employee's drive time from the temporary job site will exceed the normal end of day drive time and this creates a hardship for the employee, by mutual agreement with the administrator, the employee may be allowed to leave the temporary job site before the temporary job sites normal work day end time.

Subd. 3. Employee's accepting a daily job site transfer request will be reimbursed for mileage based on the round-trip miles from their regular assignment job site to the temporary job site in accordance with District Policy 412 and submission on the District Mileage Request Form. If an employee's personal vehicle is not available for travel and alternative transportation options are not possible, there will be no retribution given to the employee.

Subd. 4. Job duties at a temporary job site that require specialized training will not be expected to be performed by an employee who has not received such training. When an employee has concerns regarding their ability to meet the program needs of a temporary job site assignment, these concerns should be shared with the administrator making the request. There will be no retribution given to an employee who is not trained for the duties of other sites.

Subd. 5. When an employee decides to decline a request for a daily job site transfer, they must discuss their decision with the administrator before the daily job site transfer is finalized.

Section 2. Involuntary Transfers: Notice of involuntary transfer shall be given to the employees of the department involved as soon as practicable. A list of open bargaining unit positions in the school district shall be made available to all employees being involuntarily transferred or reassigned. Such employees may apply for positions in order of preference to which they desire to be transferred.

Section 3. Decision:

Subd. 1. The involuntary transfer will be given to the least senior employee in the site/program, whenever possible subject to the provisions of Subdivisions 2 through 4, below.

Subd. 2. Programmatic considerations, employee qualifications, employee preference, and seniority shall be used by the school district when filling vacancies and rotating or transferring staff.

Subd. 3. Staff not selected for vacant or open positions or staff being involuntarily reassigned shall, upon written request, be afforded an opportunity to meet with the Superintendent regarding such decision.

Subd. 4. Notwithstanding the provisions of this Article, it is understood and agreed that the final choice relating to staffing decisions remains in the discretion of the School District.

Section 4. Voluntary Transfers: Voluntary transfers shall be available to all employees based on the qualifications of the individual and the needs of the district.

Subd. 1. Employees shall have the right to apply for open positions within the District for which they are qualified. Qualification shall be determined by the skills, experience, performance of the individual applying, and the requirements of the position applied for. The District shall determine the qualifications required. When qualifications are equal, seniority shall be the deciding factor between several applicants. The District shall inform the union president by email as soon as the position is filled, stating employee name, program assignment, site location, hours and salary.

Subd. 2. Any employee who wishes to be considered for a transfer to a location or program when an opening becomes available may make their request to their Assistant Director in writing with a copy to the Director. **Is posted must apply through the District's application system.** Consideration will be given to these requests based upon criteria described in Subd. 1 above and the needs of the district. When qualifications are equal, seniority shall be considered.

Subd. 3. Notwithstanding the provisions of this Article, it is understood and agreed that the final choice relating to staffing decisions remains in the discretion of the school district.

Section 5. Definition, Vacancies and Job Posting: For purposes of this section, a regular vacancy is defined as one anticipated to last for more than one school year when an employee is to be added in the bargaining unit, the allocation of additional employees, or a regular position becomes available due to an employee leaving. The posting requirement shall not apply when the district is making administrative transfers or reassignments within the bargaining unit.

Vacancies for bargaining unit positions shall be posted on the district website and a notice will be sent to each employee's school email. Positions will be posted for a minimum of five working days before the position is permanently filled. Each posting will include the position, hours, site assignment if known, and program assignment. Employee access to district computers will be provided during the normal work day and conditions for use are set forth in School District Policy.

Section 6. New positions or extended day/hour positions: In instances where positions providing additional hours or additional days of work or continuous employment are to be filled, preference for these positions shall be given first to the most senior qualified person applying within the program area of their normal assignment (ex: TESA within TESA) and then to the most senior qualified person applying within 917.)

Section 7. Application for Vacancies: To be considered for a vacancy posted under this Agreement, an employee must submit an application in writing.

Section 8. Mailed Notice: Employees of the unit desiring to be personally notified of any vacancies occurring within the unit must provide the personnel office with a stamped, self addressed

envelope. If such an envelope is on file when a vacancy is posted, the School District will forward the vacancy notice to the employee.

ARTICLE XVI SEVERANCE/EARLY RETIREMENT

Section 1. Eligibility: Employees who have completed at least fifteen (15) years of continuous (to be defined as including any leave approved under other sections of this contract) employment with the School District, and who are at least fifty-five (55) years of age, or have completed thirty (30) years of continuous employment shall be eligible for severance pay pursuant to the provisions of this Article upon submission of a written resignation accepted by the School Board. Severance pay shall not be granted to any employee who is discharged for cause by the School District. This Article shall apply only to employees who retire after the execution of this contract and shall not be retroactive to any employee who retired prior to said execution date.

Section 2. Amount of Severance: Eligible employees, upon retirement, shall receive as severance pay unused sick leave days, not to exceed thirtyfive (35) days.

Section 3. Notice: To be eligible for the benefits of this section, unless waived by the School District, an employee must notify the School District not less than 45 calendar days prior to the proposed retirement date.

Section 4. Method of Pay-Out:

(a) Subject to the limitations listed below, the school district will contribute an amount equal to the value of the employee's severance pay directly into the School board approved 403 (b) vendor account. The retiree will not receive any direct payment from the school district for the severance pay.

(b) The school district's annual contribution into the School Board approved 403 (b) vendor account must not exceed the IRS contribution limit. If the amount calculated in "A" exceeds the available limits in the year of separation, the excess amount will be paid out in cash and not be tax sheltered.

(c) The school district contribution(s) into the approved 403 (b) vendor account will be made according to the same timeline as was provided for the direct payment of the severance pay.

(d) The school district will make the severance pay contributions to the School Board approved 403 (b) vendor. For purposes of calculating the maximum deferral limit, the school district will provide the retiree of approved vendors with contribution information for the previous twelve (12) months of employment. The vendor had agreed to calculate the maximum deferral limit.

(e) If an employee eligible for this benefit dies before terminating employment, the benefit will be paid to the estate of the deceased.

Section 5. Cut-off Date: The benefits of this article shall not apply to a member of this group employed after July 1, 2005.

ARTICLE XVII 403(b) MATCHING CONTRIBUTION PLAN

Section 1. Eligibility: To be eligible for this contribution, an employee must be regularly employed at least 1,020 hours during the contract year, and such benefits shall not apply to employees

employed for a lesser time or substitute employees. An employee must be in their second school year and thus will be eligible for an employer contribution in the employee's second year of service. The first year of employment shall be defined as any days of employment prior to the last student day of the regular school calendar in the first employment agreement. The next regular school calendar becomes the second year of employment with each successive school calendar year adding to the years of employment.

Section 2. Contribution: Effective July 1, ~~2018~~, **2020**, the school district will contribute up to a maximum as listed in the following schedule, according to year of service.

School Year	Employee Matching Contribution	School District Matching Contribution	Maximum School District Contribution	Total Contribution School District and Employee
In continuous School Year 2-3	\$100	\$100	\$100	\$200
In continuous School Year 4-6	\$350	\$350	\$350	\$700
In continuous School Year 7-9	\$450	\$450	\$450	\$900
In continuous School Year 10-12	\$600	\$600	\$600	\$1,200
In continuous School Year 13-14	\$700	\$700	\$700	\$1,400
In continuous School Year 15+	\$1,000	\$1,000	\$1,000	\$2,000

Section 3. Authorization Agreement: A salary reduction authorization agreement must be completed by the eligible employee by October 1 of the current year, for the employee to participate in the 403b matching contribution plan.

Section 4. Unpaid Leaves: Employees on unpaid leaves may not participate in the matching program while on leave.

Section 5. Matching Requirement: The School District's contribution, for the matching portion of Section 2, shall not exceed the employee's matching contribution.

ARTICLE XVIII DURATION

Section 1. Term and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing July 1, ~~2018~~, **2020**, through June 30, ~~2020~~, **2022**, and thereafter pursuant to PELRA. If either party desires to modify or amend this Agreement commencing on July 1, ~~2020~~, **2022**, it shall give written notice of such intent no later than May 1, ~~2020~~, **2022**. Unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety (90) days prior to the expiration of this Agreement.

Section 2. Effect: This Agreement constitutes the full and complete agreement between the School District and the Union. The provisions herein relating to terms and conditions of employment supersede any and all prior agreements, resolutions, practices, School District policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

Section 3. Finality: Any matters relating to the current contract term, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement.

Section 4. Severability: The provisions of this Agreement shall be severable, and if any provision thereof or the application of any such provision under any circumstances is held invalid, it shall not affect any other provision of this Agreement or the application of any provision thereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

DISTRICT #917 SPECIAL EDUCATION
PROGRAM ASSISTANTS FEDERATION,
LOCAL 4242

INTERMEDIATE SCHOOL DISTRICT 917

Dian Erickson
President, Local 4242

Dr. DeeDee Currier
Chair

Teresa Stiff
Vice-President, Local 4242

Melissa Sauser
Clerk

Dated: _____, 2020

Dated: _____, 2020

SCHEDULE A
SPECIAL EDUCATION ASSISTANTS
2018-2019 SALARY SCHEDULE

STEP _____ B22 HQ _____

1	17.78
2	18.17
3	18.57
4	18.96
5	19.36
6	19.76
7	20.17
8	20.56
9	20.96
10	21.36
11	21.82
12	22.23
13	22.69

SCHEDULE B
SPECIAL EDUCATION ASSISTANTS
2019-2020 SALARY SCHEDULE

STEP _____ B22 HQ _____

STEP	B22 HQ
1	18.01
2	18.41
3	18.81
4	19.21
5	19.61
6	20.02
7	20.43
8	20.83
9	21.23
10	21.64
11	22.10
12	22.51
13	22.98

SCHEDULE A
SPECIAL EDUCATION ASSISTANTS
2020-2021 SALARY SCHEDULE

STEP	B22-HQ
1	18.27
2	18.68
3	19.09
4	19.50
5	20.06
6	20.48
7	20.90
8	21.31
9	21.97
10	22.38
11	22.86
12	23.27
13	23.76

SCHEDULE B
SPECIAL EDUCATION ASSISTANTS
2021-2022 SALARY SCHEDULE

STEP	B22-HQ
1	18.54
2	18.95
3	19.37
4	19.79
5	20.52
6	20.95
7	21.38
8	21.80
9	22.72
10	23.14
11	23.63
12	24.05
13	24.55

ATTACHMENT C
GRIEVANCE REPORT FORM
INTERMEDIATE SCHOOL DISTRICT 917

Name _____

Building _____

Date Grievance Occurred _____

Statement of Facts:

Specific Provisions of Agreement Allegedly Violated:

Particular Relief Sought:

Date: _____

Signature of Grievant

Memorandum of Understanding

As a result of contract negotiations, the parties hereby mutually agree to re-open negotiations related to contract language per Article XVIII, Section 1. Term and Reopening Negotiations. This reopening of negotiations will be for the issues in reference to PELRA in the contract, and "Right to Work".

District #917 Special Education
Program Assistants Federation
Local 4242

Intermediate School District 917

President, Local 4242

Chair

Vice President, Local 4242

Clerk

Dated: _____ ~~2018~~ **2020**

Dated: _____, ~~2018~~ **2020**

MEMORANDUM OF UNDERSTANDING

Safe Learning Environment:

It is very important to follow the safe and learning guidelines that the Federal and/or state controlling agencies declare. If in any pandemic situation these guidelines are not set or renewed, then the Paraprofessional Union (Local 4242) shall have an option to notify the district of their intention of a meeting to discuss guidelines for a safe and sustainable learning environment for their members. The process will be aligned with the existing meet and confer process. Safety related concerns during the pandemic and the resulting changes in learning models may make it necessary to discuss contract related safety concerns. Whether it is a contract-related issue or an issue not covered by the contract, either party has the right to request a meeting at their discretion. Both parties agree that the safety of students and staff are very important. Every effort will be made to meet as soon as practicable.

If the district has a district committee for planning during a pandemic, the district will allow two (2) members from Paraprofessional Union (Local 4242) to be part of this committee.

This Memorandum of Understanding will be in force from the date of contract approval until the end of the contract.

Local 4242 Representative

School Board Chair

Local 4242 Representative

School Board Clerk

Dated: _____

5. INSTRUCTION

5.1 System for Learning

District 917 is committed to providing an educational opportunity for all students. The District commitment implies that regardless of a student's ability to learn, the district system for learning shall provide a learning experience designed to contribute to the preparation of the student for gainful employment.

The District system for learning shall be flexible to the extent that it shall be responsive to the wide range of learning abilities amongst students. Additionally the system for learning shall be flexible to the extent that it allows for enrolling students monthly.

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5. INSTRUCTION

5.1 Selection of Instructional Materials

5.11 Criteria

The primary objective in the selection process shall be to fulfill the overall goals and objectives of the individual training programs. The Administration shall establish procedures as needed for selection and adoption of instructional materials and textbooks.

5.12 Selection Procedure

Professional staff members shall be responsible for the review and recommendation of material to be used in their respective programs. Selection of all instructional materials, including textbooks, is subject to review and approval by the appropriate Director, or by the immediate Supervisor if so designated by the Director.

5.13 Reconsideration of Media

Requests to reconsider use of textbooks, or other instructional materials must be submitted in writing to the appropriate Director. The procedure for review of the materials in question will follow the steps hereby indicated:

1. A conference will be held with the student, parent or guardian, teacher, division Supervisor and Director. The Director shall notify the student and or parent of the decision, in writing, within five working days regarding continued use of material in question.
2. If the concern is not satisfactorily resolved as a result of the conference, a written appeal may be presented to the Superintendent and a committee of the School Board as appointed by the Board Chairperson. The Superintendent shall notify the student and or parent of the decision, in writing, within five working days regarding continued use of material in questions.
3. If the concern is not satisfactorily resolved, written appeal may be made to the District 917 Board of Education. A decision shall be rendered by the Board within reasonable time.

05. INSTRUCTION

05.4 Selection of Instructional Materials

The board declares it the policy of the district to provide a wide range of instructional materials on all levels of difficulty, with diversity of appeal, and the presentation of different points of view and to allow review of allegedly, inappropriate instructional materials.

Authority for the selection of classroom and laboratory instructional materials is delegated by the board of education to the professional staff. Members of instructional staff shall serve on district curriculum committees, along with representatives of District Administration, for the purpose of selecting instruction materials and equipment.

The Board of Education accepts the responsibility for generating understanding of American freedom and for the preservation of these freedoms through the development of informed and responsible citizens. To this end the board reaffirms the following Library Bill of Rights of the American Library Association which asserts that the responsibility of the school is:

1. To provide materials that will enrich and support the curriculum, taking into consideration the varied interests, abilities and maturity levels of the students served.
2. To provide materials that will stimulate growth in factual knowledge, aesthetic values and ethical standards.
3. To provide a background of information which will enable students to make intelligent judgments in their daily lives.
4. To provide materials on opposing sides of controversial issues so that citizens may develop under guidance the practice of critical reading and thinking.
5. To provide materials representative of many religious, ethnic and cultural groups and their contributions to our American heritage.
6. To place principal above personal opinion and reason above prejudice in the selection of materials of the highest quality in order to assure a comprehensive collection appropriate for the users of the instructional material center and area resource centers.

7. This policy shall apply to the selection of textbooks, library books, supplementary books and other instructional materials, including all audiovisual materials, magazines and pamphlets.

Board Approved 5/15/78
Reviewed _____

5. INSTRUCTION

5.4 Selection of Instructional Materials

5.41 Textbook Selection and Utilization

Program textbooks shall be made available by District 917 for student use in K thru 12 programs. Post-secondary and adult students shall supply/purchase required program textbooks for their own use. The campus bookstore shall maintain an adequate stock of post-secondary and adult program textbooks for student purchase. Textbooks for all programs shall be available for student use in the Instructional Materials Center (IMC) and Area Resource Centers (ARC's).

Instructional staff shall endeavor in all cases to identify a comprehensive program textbook as a single best source of course or program content. Review and selection of program textbooks shall be timely/as needed and shall be done through regular District 917 procedures. All designated program textbooks shall be approved by District Administration.

Students costs for purchasing textbooks for programs shall not exceed \$50.00 per program year.

5/15/78

5. INSTRUCTION

5.5 Adoption of New Vocational Instructional Program

Recommendations for new programs, either as additional offerings or to replace or support existing offerings may originate from program advisory committees, the Board of Education, the Vocational Division of the State Department of Education, Instructional and Administrative Staff and Industry sources.

Development and implementation of new programs shall follow accepted state procedures which shall be inclusive of:

1. Develop and submit a program intent to the State Department of Education.
2. Survey industry to obtain supportive data.
3. Submit a proposed schedule of expenditures for equipment, supplies and instruction to District 917 Board and request approval.
4. Develop a program advisory committee.
5. Develop a program proposal in accepted state format, submit and seek approval through State Program Supervisor, Program Development Unit, Program Evaluation Unit, Program Coordinator, Director of Operations - Vocational Division, Veterans Unit, Higher Education Coordinating Board and the State Board of Education.

New programs stated in the District (at any level) must have the assurance of adequate financing facilities.

5. INSTRUCTION

5.6 Vocational Advisory Committees

Dakota County Area Vocational-Technical Institute shall establish a general and program advisory committees as required by Minnesota State Board of Education Rules and Regulations.

Advisory Committees membership shall be representative of management, labor, large firms, small firms, labor organizations and professional associations within the occupational area for which the advisory committee serves.

Advisory Committees functions are limited to recommendations suggestions and advice in the program area for which they serve. These recommendations, suggestions and advisements shall be duly considered by District 917 staff and administration. Final authority for program and school operation shall rest with District 917 staff, administration and the Board of Education.

Advisory committee operations shall be regulated by District 917 procedures.

5. INSTRUCTION

5.7 Controversial Issues

The board believes that controversial issues can be part of the district's instructional program when directly related to subject matter in a given program or specific curricular field. Professional judgment must be used in determining the appropriateness of the issue to the curriculum and the maturity of the students.

In the presentation of all controversial issues, every effort shall be made to effect a balance of biases, divergent points of view and opportunity for exploration by the students into all sides of the issue.

In discussing controversial issues, the teacher shall encourage students to express their own views, assuring that this is done in a manner that gives due respect to one another's rights and opinions.

When discussing controversial issues, the teacher shall respect positions other than his or her own.

Students will be encouraged, after class discussions and independent inquiry, to reach their own conclusions regarding controversial issues.

Outside speakers should be used when adequate materials are not available through written and/or audiovisual publications or productions. Prior to scheduling any such outside speaker, approval of the administration must be obtained. Such approval will be exercised in a manner consistent with the principles of free inquiry and expression. Approval will be withheld when the administration has reason to believe the appearance of a guest speaker would be disruptive to other individuals or to the educational process of the institution.

5/15/78

5. INSTRUCTION

5.7 Controversial Issues

5.71 Citizens Complaints

All citizen complaints and questions about the way that subject matter is handled in the classroom will be given respectful attention. If the citizen's concern is not allayed by a conference with the teacher and/or district administration, a formal complaint must be filed if the matter is to be given further attention.

Whenever a complaint is filed, a review committee, consisting of at least 5 professional staff members, must be appointed to handle the complaint.

To insure that a citizen's complaint is given respectful attention and that the integrity of the educational program is upheld, these procedures will be followed:

1. If the complaint comes first to the instructor, he or she shall listen courteously and may try to resolve the difficulty by explaining the background and educational purposes involved. If the complaint remains unsatisfied, the instructor will refer the complainant to the proper supervisor and director. The instructor should immediately inform his/her supervisor and director.
2. If the complaint comes first to the director he or she shall listen courteously, but shall make no commitments, admissions of guilt or threats. He or she should invite the complainant to file the complaint in writing.
3. If the complaint comes first to anyone other than the instructor or director involved, that person should refer the complainant to the director, and immediately inform both the director and instructor.
4. No further action should be taken unless the complainant submits a written complaint.
5. If a written complaint is received, it shall be sent to the assistant to the superintendent, who shall then appoint a review committee to evaluate the material in question. The assistant to the superintendent, after consultation with the superintendent shall then arrange a conference with the complainant, the review committee, and other appropriate personnel.
6. Should the complaint remain after the conference specified above, the matter will be placed on the agenda of the next regularly scheduled Board meeting. The decision of the Board shall be communicated in writing to all interested parties.

5. INSTRUCTION

5.8 Evaluation of Instruction

Dakota County Area Vocational Technical Schools instruction, programs and schools shall be evaluated regularly for purposes of improving operations. District 917's goal of providing quality educational programs to its citizens requires continual monitoring of the educational process by both internal and external assessment activities.

5/15/78

5. INSTRUCTION

5.8 Evaluation of Vocational Instruction

5.81 Student Achievement Evaluation

District 917 will provide a program of instruction whose approach will be individualized and student achievement shall be evaluated by program instructors on the basis of performance against stated behavioral objectives.

District 917 Student Achievement shall be evaluated regularly against industry occupational standards rather than on a comparison with other students in the program. Industry performance standards shall be stated in descriptive terms and equated to grade levels.

The student achievement evaluation process shall be timely and occur a minimum of once each quarter. The evaluation process shall contain an oral review conference between the instructor and each individual student. Students and instructional staff shall authenticate the evaluation by their signature.

District 917 instructional and administrative staff shall develop and approve student achievement evaluation procedures and concepts. Procedures should be reviewed and modified as needed.

Records of student achievement shall be maintained and kept on file with each student's records in District 917 offices.

DELETE AND REPLACE WITH CURRENT NEW POLICIES

INTERMEDIATE SCHOOL DISTRICT 917
STUDENT ACHIEVEMENT EVALUATION

5.811

TITLE: GRADUATION STANDARDS

I. PURPOSE

The purpose of this policy is to support and encourage broad-based participation in the decisions regarding the implementation of the Minnesota State Graduation Standards Profiles of Learning.

II. GENERAL STATEMENT OF POLICY

Intermediate School District 917 shall designate a Graduation Standards Implementation Committee, which shall advise the School Board on implementation of the state and local graduation requirements. The committee shall be representative of all programs and service areas of the Intermediate School District.

III. DEFINITIONS OF TERMS

A. Profile of Learning

The profile of learning is statewide K-12 expectations for learning and system of assessments consisting of the Basic Standards and the High Standards.

B. Graduation Standards

The graduation standards are the statewide K-12 expectations for learning and system of assessment.

5.812

TITLE: ENSURANCE OF PREPARATORY AND HIGH SCHOOL STANDARDS

I. PURPOSE

The purpose of this policy is to ensure the preparatory standards are addressed and that sufficient high school standards are addressed so that all students have the opportunity to graduate.

II. GENERAL STATEMENT OF POLICY

In partnership with participating school district, Intermediate School District 917 will provide opportunities for students to meet state requirements for graduation from their resident school districts. Students will receive instruction, curriculum and assessment which addresses the Preparatory Standards of the Profile of Learning for grades K-8 and the High Standards of the Profiles of Learning for grades 9-12. Those students on Individual Educational Plans (IEP's) or 504 plans will have their instruction, curriculum and assessment modified if necessary as determined by the Special Education or 504 Child Study Team. Those students on Individual Educational Plans (IEP's) or 504 plans may be exempted from the graduation requirements as determined by the Child Study Team.

5.813

TITLE: ASSESSING ACHIEVEMENT OF THE HIGH STANDARDS

I. PURPOSE

The purpose of this policy is to affirm that student assessment will be performance-based, rigorous and align with all parts of the standard and that student work will be evaluated according to criteria.

II. GENERAL STATEMENT OF POLICY

In assessing student achievement of the standards, teachers may use the state approved performance packages. Teachers may adapt these packages to better meet student needs. Teachers may modify or develop new performance assessments that align with the standards. Adaptations and locally developed or modified performance assessments will be subject to the district approval processes.

Student work will be scored using criteria and against exemplars of excellent performance. Those students on Individual Educational Plans (IEP's) or 504 plans will have their assessment modified if necessary as determined by the Child Study Team. Those students on Individual Educational Plans (IEP's) or 504 plans may be exempted from the graduation requirements as determined by the Child Study Team.

III. DEFINITION OF TERMS

A. Exemplar

Actual example of student work on a Performance Package determined by the Commissioner of Children, Families and Learning to represent student performance that earns a score of "3" or "4".

B. Performance Package

A group of assignments and application activities that a student shall perform to demonstrate completion of the specifications of a content standard.

C. Rubric

The criteria set by the commissioner to be used by a district to assign a score to student work on a performance package.

5.814

TITLE: STAFF DEVELOPMENT

I. PURPOSE

The purpose of this policy is to acknowledge the breadth of staff development experiences that will be necessary to fully implement the Minnesota State Graduation Standards.

II. GENERAL STATEMENT OF POLICY

Staff development plans for Intermediate School District 917 shall address identified needs for graduation standards implementation throughout all levels of the school programs. The district will provide ongoing awareness and implementation activities which will support program based staff development efforts.

5.815

TITLE: CREDIT FOR LEARNING

I. PURPOSE

This policy acknowledges that students have the right to meet graduation standards by demonstrating learning or work accomplished in settings outside the Intermediate School District or resident district's instructional program.

II. GENERAL STATEMENT OF POLICY

Intermediate School District 917 will have an articulated process for transferring a record of achievement from other institutions while the student is enrolled in I.S.D. 917. Graduation Standards achieved in extracurricular activities outside of school, community and work experiences will be verified.

Students may apply for a waiver of high school graduation requirements with parental consent when completing the standard would preclude the student from

participating in a program that is as rigorous or more rigorous than required for graduation; and the student could not have completed the standard previously. The waiver is for individual students with individual standards. The district will determine which programs meet the standard of rigorous, such as PSEO, apprenticeships, mentorships, AP, IB, and other similar programs. The district will appoint a committee to review waiver applications.

5.816

TITLE: RECORD KEEPING AND RECORDING

I. PURPOSE

The purpose of this policy is to describe the method by which progress toward and achievement of graduation standards will be maintained and reported.

II. GENERAL STATEMENT OF POLICY

The format provided by the CFL for record keeping and reporting will be used and modified as necessary given the special student populations of Intermediate School District 917 and reporting requirements of the member school districts.

5.817

TITLE: APPEAL PROCESS

I. PURPOSE

The purpose of this policy is to set out the procedure for a student, parent or guardian to appeal a decision regarding implementation of the Profile of Learning or any decision under these policies.

II. GENERAL STATEMENT OF POLICY

To address any concerns of complaints of students, parents and guardians regarding the implementation of the Profile of Learning or any decisions made under these policies, Intermediate School District 917 will establish a procedure for review of these issues.

5.818

TITLE: GRADUATION REQUIREMENTS

I. PURPOSE

The purpose of this policy is to set forth requirements for graduation from a school district.

II. GENERAL STATEMENT OF POLICY

It is the policy of the school district that all students must pass the Minnesota Graduation Basic Standards tests in Reading, Mathematics, and Written Composition as stated in state requirements.

5.819

TITLE: SCHOOL DISTRICT TESTING PLAN AND PROCEDURE

I. PURPOSE

It is the purpose of this policy to set forth the Intermediate School District 917 testing plan and procedure.

II. GENERAL STATEMENT OF POLICY

It is the policy of Intermediate School District 917 to implement procedures for testing, test security, reporting, documentation, notification to students and parents and student record keeping in accordance with Minnesota law.

5.820

TITLE: BASIC STANDARDS TESTING, ACCOMMODATIONS, MODIFICATIONS, AND EXEMPTIONS FOR IEP, SECTION 504 ACCOMMODATION AND LEP STUDENTS

I. PURPOSE

The purpose of the policy is to provide adequate opportunity for students identified as having IEP, Section 504 Accommodation, or LEP needs to meet the graduation requirements of basic skills testing.

II. GENERAL STATEMENT OF POLICY

The school district will utilize the existing annual review of the Individual Education Plans or Section 504 Accommodation plans to review, on a case by case basis, the extent of student participation in basic standards testing.

Students with LEP needs must be identified and accommodations made.

Board Approved 7/21/98

INTERMEDIATE SCHOOL DISTRICT 917
STUDENT ACHIEVEMENT EVALUATION

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II. GENERAL STATEMENT OF POLICY

The school district will utilize the existing annual review of the Individual Education Plans or Section 504 Accommodation plans to review, on a case by case basis, the extent of student participation in basic standards testing.

Students with LEP needs must be identified and accommodations made.

Board Approved 7/21/98

5. INSTRUCTION

5.8 Evaluation of Vocational Instruction

5.82 Program Evaluation

Instruction and program operations shall be regularly evaluated in District 917. Formal evaluations shall be carried out by the State Department of Education, school accrediting agencies, national professional associations and District 9017 administration.

Vocational programs conducted in District 917 shall be involved in the State Department of Education's state-wide follow-up studies.

Instructional and administrative staff shall be involved in self-evaluation activities in the intervening years between external and formal evaluations.

Instructional and administrative staff shall participate in evaluative activities which shall include but not be limited to:

1. Student follow-up.
2. Staff performance review.
3. Student anonymous evaluation of instruction.
4. Quarterly internal program operations review.
5. Administrative performance review.
6. External formal/program school evaluations.

Instructional and administrative staff shall develop an instrument and procedures to regularly evaluate each individual program operation in District 917. Program and school evaluative reports shall be reviewed by program advisory committees, the District 917 School Board and results interpreted to the public.

5/15/78



Intermediate School District 917

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Working in Partnership with Students, School Districts, Communities, and Industries

Mark A. Zuzek, Superintendent
Nicolle Roush, Executive Director of Business Services
Dr. Melissa Schaller, Executive Director of Student Services
Eric Van Brocklin, Principal of DCALS / Career Technical Center
Dr. Brooke Peterson, Director of Teaching and Learning

To: Mark Zuzek, Superintendent and Intermediate School District 917 School Board

From: Brooke Peterson, Director of Teaching and Learning

Re: Instructional and Curriculum Policies

Date: October 27, 2020

In an effort to align Intermediate School District 917's Instructional and Curriculum Policies with policies established by Minnesota School Board Association (MSBA) current policies were reviewed and new policies were written to be adopted.

Policies Suggested to be Removed: (These policies were last approved between 1978 and 1998)

5.1- System for Learning
5.11, 12, 13- Selection of Instructional Materials
5.4- Selection of Instructional Materials
5.41- Textbook Selection and Utilization
5.5- Adoption of New Vocational Instructional Programs
5.6- Vocational Advisory Committees
5.7- Controversial Issues
5.71- Controversial Issues
5.8- Evaluation of Instruction
5.81- Student Achievement Evaluation
5.811-5.820- Graduation Standards
5.82- Program Evaluation

Policies Prepared to be Adopted:

601- School District Curriculum and Instruction Goals
603- Curriculum Development

Policies Already Reviewed and Adopted:

616- School District System Accountability
620- Credit for Learning

In order to prepare policies 601 and 603 the following sources were referenced: MSBA policies 601 and 603 and instructional policies for Intermediate School District 916, Intermediate School District 287, and District 196.

Policy 601, School District Curriculum and Instruction Goals, highlights the Continuous Improvement Plans created by Principals/Assistant Directors and Reading Instruction. The MSBA Policy 601 includes a section for the Long-Term Strategic Plan. This portion was modified to reflect the Continuous Improvement Plans created by each Principal/Assistant Director.

Core Values: Collaboration, Passion for Service, Continuous Improvement, Stewardship, Equity, Open Communication, and Integrity

Assistant Directors: Shannon Brennan, Don Budach, Jamie Dalbesio, Jennifer Hetland, Jennifer Olson

Policy 603, Curriculum Development, focuses on curriculum development and evaluation. The major change within this policy from the MSBA Policy 603 is the responsibilities outlined within the policy are given to the Director of Teaching and Learning instead of the superintendent.

Policies 601 and 603 were revised from MSBA Policies given the unique nature of an intermediate school district and the service we provide to our members. Consideration was given to current and past district practices.

I recommend that the board adopts Policies 601 and 603.

601 SCHOOL DISTRICT CURRICULUM AND INSTRUCTION GOALS

I. PURPOSE

The purpose of this policy is to establish broad curriculum and instruction parameters for the school district that comply with requirements established by federal and state educational agencies.

II. GENERAL STATEMENT OF POLICY

The policy of the school district is to align its curriculum and instruction with all federal and state requirements established by law, "under which all learning in the school district should be directed and for which all school district learners should be held accountable" within the scope of the educational setting or a student's Individualized Education Program (IEP). To that end, the district is committed to providing an educational program that ensures all students will receive high quality, effective instruction, and be challenged to reach their maximum potential.

School District goals include the following:

1. All students will be required to demonstrate essential skills to effectively participate in lifelong learning.
2. Prepare students to thrive in a rapidly changing world.
3. Foster a love of learning.
4. Promote a recognition of each individual's intrinsic value and capacity to contribute to society.
5. Ensure that the curriculum used is equitable, inclusive, and reflective of all students, especially students from historically marginalized groups.

III. DEFINITIONS

- A. "Academic standard" means a summary description of student learning in a required or elective content area.
- B. "Benchmark" means specific knowledge or skill that a student must master to complete part of an academic standard by the end of the grade level or grade band.

- C. “Curriculum” means district or school adopted programs and written plans for providing students with learning experiences that lead to expected knowledge, understanding and skills.
- D. “Instruction” means methods of providing learning experiences that enable students to meet state and district academic standards and graduation requirements.
- E. “Performance measures” are measures to determine school district and school site progress toward curricular and instructional goals and include:
 - 1. measures that are aligned with what is being taught, collects timely information, and provides meaningful interpretations to the people who will be making decisions.
 - 2. standardized norm-referenced tests, curriculum-referenced tests, ability tests, state-required tests and assessments, and other appropriate performance measures.
 - 3. analysis of the opportunity gap between white students and students of color and other historically marginalized students.
- F. “Experiential learning” means learning for students that includes career exploration through a specific class or course or through work-based experiences such as job shadowing, mentoring, entrepreneurship, service learning, volunteering, internships, other cooperative work experience, youth apprenticeship, or employment.

IV. CONTINUOUS IMPROVEMENT PLANS

- A. Each ISD 917 Principal/Assistant Director shall adopt a comprehensive, continuous improvement plan to support and improve learning and teaching that is aligned with state and federal regulations and includes the following:
 - 1. clearly defined goals and benchmarks for instruction and student achievement for all students,
 - 2. a process to assess and evaluate each student’s progress toward meeting state and local academic standards, and identify the strengths and weaknesses of instruction,
 - 3. strategies for improving instruction, curriculum, and student achievement,
 - 4. a process to implement strategies to support students from historically marginalized groups,

5. education effectiveness practices that integrate high-quality instruction, rigorous curriculum, instructional and assistive technology, and a collaborative professional culture that develops and supports teacher quality, performance, and effectiveness; and
6. a system to periodically review and evaluate the effectiveness of continuous improvement plans, including: instruction and curriculum, strategies and best practices, and student outcomes.

B. Goals for the Continuous Improvement Plan shall include the following:

1. Academics,
2. Social-Emotional Learning, and
3. Equity.

V. **READING INSTRUCTION**

A. Teachers provide comprehensive, scientifically based reading instruction, including a program or collection of instructional practices that is based on valid, replicable evidence.

1. The school district must identify all students who are not reading at grade level.
2. Reading assessments must identify and evaluate students' areas of academic need related to literacy. The school district also must monitor the progress and provide reading instruction appropriate to the specific needs of English learners.
3. A student identified as having a reading difficulty must be provided with alternate instruction under Minn. Stat. § 125A.56, Subd. 1.
4. At least annually, the school district must give the legal guardian of each student who is not reading at or above grade level timely information about:
 - a. the student's reading proficiency as measured by a locally adopted assessment;

- b. reading-related services currently being provided to the student and the student's progress; and
- c. strategies for parents to use at home in helping their students succeed in becoming grade-level proficient in reading English and their native languages.

This provision may not be used to deny a student's right to a special education evaluation.

Legal References: Minn. Stat. § 120B.018 (Definitions)
 Minn. Stat. § 120B.02 (Educational Expectations for Minnesota Students)
 Minn. Stat. § 120B.11 (School District Process)
 Minn. Stat. § 120B.12 (Reading Proficiently no Later than the End of Grade 3)
 Minn. Stat. § 120B.30, Subd. 1 (Statewide Testing and Reporting System)
 Minn. Stat. § 120B.35, Subd. 3 (Student Academic Achievement and Growth)
 Minn. Stat. § 122A.40, Subd. 8 (Employment; Contracts; Termination)
 Minn. Stat. § 122A.41, Subd. 5 (Teacher Tenure Act; Cities of the First Class; Definitions)
 Minn. Stat. § 123B.147, Subd. 3 (Principals)
 Minn. Stat. § 125A.56, Subd. 1 (Alternate Instruction Required)
 20 U.S.C. § 5801, *et seq.* (National Education Goals 2000)
 20 U.S.C. § 6301, *et seq.* (Every Student Succeeds Act)

Cross References: MSBA/MASA Model Policy 104 (School District Mission Statement)
 MSBA/MASA Model Policy 613 (Graduation Requirements)
 MSBA/MASA Model Policy 614 (School District Testing Plan and Procedure)
 MSBA/MASA Model Policy 615 (Testing Accommodations, Modifications, and Exemptions for IEPs, Section 504 Plans, and LEP Students)
 MSBA/MASA Model Policy 616 (School District System Accountability)
 MSBA/MASA Model Policy 618 (Assessment of Student Achievement)

603 CURRICULUM DEVELOPMENT

I. PURPOSE

The purpose of this policy is to provide direction for continuous review and improvement of the school curriculum that comply with requirements established by federal and state educational agencies.

II. GENERAL STATEMENT OF POLICY

Curriculum development shall be directed toward the fulfillment of the goals and objectives of the education program of the school district. The policy of the school district is to align its curriculum with all federal and state requirements established by law.

III. RESPONSIBILITY

- A. The Director of Teaching and Learning shall be responsible for curriculum development and for determining the most effective way of conducting research on the school district's curriculum needs and establishing a long range curriculum development plan. Timelines shall be determined by the Director of Teaching and Learning that will provide for periodic reviews of each curriculum area.
- B. A district advisory committee shall provide assistance at the request of the Director of Teaching and Learning. The advisory committee membership shall include teacher, support staff, member district representation, and administration representation, and shall provide translation to the extent appropriate and practicable.
- C. Within the ongoing process of curriculum development, the following needs shall be addressed:
 - 1. Provide for articulation of courses of study from early childhood through transition.
 - 2. Provide for continuing evaluation of programs for the purpose of attaining school district objectives.
 - 3. Provide a program for assessing students' academic needs and ongoing monitoring of student progress.
 - 4. Provide for specific, particular, and special needs of all members of the

student community.

5. Develop a local literacy plan to improve reading for every student.
 6. Meet all applicable requirements of the Minnesota Department of Education and federal law.
- D. The Director of Teaching and Learning shall be responsible for keeping the school board informed of all state-mandated curriculum changes, as well as recommended discretionary changes, and for periodically presenting recommended modifications for school board review and approval.
- E. The Director of Teaching and Learning shall have discretionary authority to develop guidelines and directives to implement school board policy relating to curriculum development.

Legal References: Minn. Stat. § 120B.10 (Findings; Improving Instruction and Curriculum)
Minn. Stat. § 120B.11 (School District Process)
Minn. Stat. § 120B.12 (Reading Proficiently no Later than the End of Grade 3)
Minn. Stat. § 120B.125(f) (Planning for Students' Successful Transition to Postsecondary Education and Employment)
Minn. Rules Part 3500.0550 (Inclusive Educational Program)
Minn. Rules Parts 3501.0640-3501.0655 (Academic Standards for Language Arts)
Minn. Rules Parts 3501.0700-3501.0745 (Academic Standards for Mathematics)
Minn. Rules Parts 3501.0800-3501.0815 (Academic Standards for the Arts)
Minn. Rules Parts 3501.0900-3501.0955 (Academic Standards in Science)
Minn. Rules Parts 3501.1000-3501.1190 (Graduation-Required Assessment for Diploma) (repealed Minn. L. 2013, Ch. 116, Art. 2, § 22)
Minn. Rules Parts 3501.1200-3501.1210 (Academic Standards for English Language Development)
Minn. Rules Parts 3501.1300-3501.1345 (Academic Standards for Social Studies)
Minn. Rules Parts 3501.1400-3501.1410 (Academic Standards for Physical Education)
20 U.S.C. § 6301, *et seq.* (Every Student Succeeds Act)

Cross References: MSBA/MASA Model Policy 604 (Instructional Curriculum)
MSBA/MASA Model Policy 605 (Alternative Programs)
MSBA/MASA Model Policy 613 (Graduation Requirements)
MSBA/MASA Model Policy 614 (School District Testing Plan and Procedure)

MSBA/MASA Model Policy 615 (Testing Accommodations, Modifications, and Exemptions for IEPs, Section 504 Plans, and LEP Students)

MSBA/MASA Model Policy 616 (School District System Accountability)

MSBA/MASA Model Policy 617 (School District Ensurance of Preparatory and High School Standards)

MSBA/MASA Model Policy 618 (Assessment of Student Achievement)

MSBA/MASA Model Policy 619 (Staff Development for Standards)

MSBA/MASA Model Policy 620 (Credit for Learning)

MSBA/MASA Model Policy 623 (Mandatory Summer School Instruction)

*Intermediate School District 917 Policy 820 Provisions for the closing of Schools Due to
Inclement Weather or Other Exigency
Board Approved May 1, 2007, old Policy 466
Board Reviewed, final reading, November 10, 2020*

**820 PROVISIONS FOR THE CLOSING OF SCHOOLS DUE TO
INCLEMENT WEATHER OR OTHER EXIGENCY**

I. PURPOSE

The purpose of this policy is to establish the procedures to be followed in the event that school is to be cancelled due to inclement weather or other exigency.

II. GENERAL STATEMENT OF POLICY

- A. It is the policy of this school district not to place staff or students at serious risk due to extremely hazardous driving conditions going to and from school.
- B. The school board is also cognizant of this district's unique role in providing educational services to member and other districts and the fact that many Intermediate School District 917 employees are assigned at work locations that are situated in other school district's facilities.
- C. This policy establishes the procedures to be followed in various situations when schools may be closed. In situations not anticipated by the provisions of this policy, the superintendent shall make the sole determination as to how the situation shall be addressed. The superintendent's decision in these instances shall be final.
- D. Collective bargaining agreements that contain language that is contrary to this policy shall control.
- E. Employees may be required to report to work even when school is cancelled for students.

III. DEFINITIONS

- A. "Dangerous driving conditions" means that highway conditions are extremely hazardous and the Minnesota Highway Department or other government agency has recommended that no unnecessary travel be attempted.
- B. "Extremely cold weather conditions" means an absolute temperature or wind chill temperature that is so severe as to present a health and safety risk for children walking to school or waiting at bus stops.

- C. “Emergency Employee” means any Intermediate School District 917 employee who is designated to perform services as delineated by this Policy.
- D. “Hourly Employee” means any Intermediate School District 917 employee who is paid at an hourly rate.

IV. MAKING THE DECISION TO CLOSE SCHOOL

- A. Only the superintendent or his specifically authorized representative may approve a school closing.
- B. In making the decision whether or not to close school, the superintendent shall consider:
 - 1. The status of other member school districts. If other member districts remain open, this will be a major consideration against closing Intermediate School District 917.
 - 2. Dangerous driving conditions could exist in isolated parts of Dakota County. These conditions shall be a major consideration for closing Intermediate School District 917. Since employees come from long distances to reach their work location, they should carefully consider their personal risk in light of the conditions they might encounter on the way to work.
 - a) If the district remains open and employees determine that the risk is too great for them to attempt to reach their work location, they may elect to take a vacation day, personal day, non-duty day or an unpaid day. Emergency leave shall not be granted in these situations.
 - b) This criteria also applies to situations where employees at member school district locations elect to stay home because of the local conditions when that district remains open.

V. PROCEDURES FOR CLOSING SCHOOL FOR ISD 917 STUDENTS

- A. On days when the weather forecast or early morning weather conditions are questionable, the superintendent will ~~implement the Intermediate School District #917 “calling tree” alert. The superintendent will call:~~ **implement the Infinite Campus Messenger system for all staff, students and families. Messages will be received via text, voice, or email, depending on the choice of the family. The superintendent will also call or text the following staff:**
 - 1. ~~Director of Special Education~~ **Executive Director of Student Services**
 - 2. Principal ~~STC/DCALS~~
 - 3. **Executive Director of Business Services** ~~Business Manager~~
 - 4. Executive Assistant to the Superintendent
 - 5. ~~Chair, School Board~~

6. President, Dakota County Technical College
 7. Superintendent's Office of any member district that is not closed on that day
- B. In addition to making the official announcement, employees and parents should monitor ~~radio station WCCO, AM 830; WCCO Television, Channel #4; WCCORADIO.COM; or WCCO.COM~~ for the official announcement.
 - C. ~~Each department administrator shall initiate an internal calling tree document and distribute it to all staff having a calling responsibility during the opening week of school each fall.~~ Department heads should remind staff of the closing procedures when serious inclement weather is forecast.
 - D. ~~In the event of an Intermediate School District 917 closing, no students attending programs at: Dakota County Technical College, Alliance Education Center, or Apple Valley site should report to school. Alliance Education school administrator shall assure that the school building is attended by at least one emergency employee whenever the District declares a school closing due to any reason. This will assure that no students arrive at the building only to find it locked. Typically, when school is closed due to an emergency, all Intermediate School District 917 locations will be closed. The exception is when an emergency, (gas leak, pipe burst, etc.) only affects a single site.~~
 - E. ~~Students attending Intermediate School District #917 classes at other locations in member school districts that have not closed will have school as normal or in accordance with the announcement made by that district.~~

VI. STAFF RESPONSIBILITIES IN THE EVENT OF AN INTERMEDIATE DISTRICT 917 SCHOOL CLOSING

- A. ~~The official announcement on the radio is based on an automated system that does not allow for many variations on the information to be broadcast. One of those variations is; "teachers should still report." If that language is contained in the announcement, it pertains to all Intermediate School District Employees. The superintendent will inform staff when school is cancelled whether or not they are expected to report to work. If that language is in the announcement, If staff are expected to report to work, employees are expected to report for work as soon as possible they safely can. Employees should report to their respective supervisors for work assignments for the day. Employees who expect to be more than one hour late should contact their supervisor to indicate what time they expect to report. Additional information may be relayed through the calling tree. Program supervisors will inform their employees of their work expectations for the day. Often, there may be tasks that can also be completed by working remotely.~~
 1. Employees who are unable to report for work on a day when school is closed

and employees are expected to report, may use a vacation day, personal day, non-duty day or non-paid day and are to submit an absence report or time-sheet indicating the option chosen. Emergency leave will not be granted in these instances.

2. Employees who have already reported in sick (prior to the public announcement or having been contacted ~~through the calling tree~~) on a day that school is cancelled but staff are to report will be charged for a sick day.
3. Supervisors, **deans**, and lead teachers shall plan for staff assignments during days when schools are closed for students but employees must report. These activities may include: staff development, classroom preparation, paperwork, curriculum activities, cleaning, etc., depending upon the employee classification and assignment.
4. All employees (salaried and hourly) will be paid their normal wages on a day when school is closed and employees are not required to report. ~~Time sheets shall be marked “SD” (Snow Day).~~

B. ~~If the official announcement on the radio does not indicate that “teachers should still report,” then only designated “emergency employees” and employees who are assigned in member district locations that have not closed are required to report. In this event, employees’ payroll shall be in accordance with the following provisions.~~ **If the announcement about a school closing communicates that staff should not report to work, then staff do not need to physically report to work. However, there may also be the expectation that remote working is required.**

1. Emergency employees who are hourly employees will receive overtime pay for the time worked on a day when school is closed and other employees are not required to ~~report work~~. A minimum of four (4) hours will be worked on such a day.
2. Salaried employees shall be paid as though present at work. Salaried employees who are “emergency employees” and report for work will not receive any additional remuneration.
3. Hourly employees shall be paid as though present at work for the number of hours that they were scheduled to work on that day.
4. Employees who have already called in sick will not be charged for a sick day.
5. Employees who are on vacation, personal day or other paid absence will not be charged for that day.

VII. STAFF RESPONSIBILITIES IN THE EVENT OF A MEMBER DISTRICT

SCHOOL CLOSING WITH INTERMEDIATE DISTRICT 917 REMAINING OPEN

- A. Employees are expected to follow the directions of the member district where their work location is situated.
- B. When their work location school is closed, employees are to ~~call~~ **communicate with** their supervisor to receive direction as to whether or not they are excused for the day.
- C. Supervisors may reassign employees to another work location for the day. This could be at another program that needs assistance or a central location to perform other appropriate duties.
- D. Employees who feel that the local driving conditions for them are too dangerous to drive to the reassigned work location may use vacation, personal leave, non-duty day, or unpaid leave. No emergency leave will be granted in these situations.
- E. If the supervisor does not reassign the employees, they are excused for the day and will be paid for the hours that they were scheduled to work. Employees who have already called in sick will not be charged for a sick day. Employees who were on a scheduled personal leave day or vacation will not be charged for that day.

~~Board Approved October 5, 2004~~
~~Revised: May 1, 2007~~