

Regular School Board Meeting  
Tuesday, January 4, 2022 4:30 PM

Dakota Room, First Floor, West End of DCTC  
130 145th Street East  
Rosemount, MN 55068

## **Agenda**

- I. **Call to Order - Chair Melissa Sauser**
- II. **Conduct Pledge of Allegiance - Chair Melissa Sauser**
- III. **Visitors Opportunity to be Heard - Chair Melissa Sauser**
- IV. **Review and Approve the Agenda - Chair Melissa Sauser**
- V. **Updates from Student Services/DCALS/Superintendent - Dr. Melissa Schaller/Andrew Woods/Dr. Michael Favor**
- VI. **Consent Items - Chair Melissa Sauser**
  - VI.A.
    - Minutes:
      - December 7, 2021 Regular School Board Meeting
      - December 13, 2021, Special School Board Meeting
    - Personnel:
    - Policies:
- VII. **Donations:**
- VIII. **Executive Director of Business Services Reports - Nicolle Roush**
  - VIII.A.
    - Bills
    - Wire Transfers
    - Investment Report
- IX. **New Business - Chair Melissa Sauser**
  - IX.A. Review and Approve Revised Lease for Cedar School - Nicolle Roush
  - IX.B. Review and Approve Temporary Work Agreements - Nicolle Roush
  
  - IX.C. Review Aged Invoice Report - Nicolle Roush
  
  - IX.D. Review and Approve Teacher Contract for 2021-2023 - Dr. Michael Favor
  - IX.E. Resolution for Paraprofessional Week - Dr. Michael Favor
- X. **Policies - Supt. Dr. Michael Favor**
- XI. **Updates from Member Districts - All**
- XII. **Superintendent Evaluation - All**
- XIII. **Adjournment - Chair Melissa Sauser**

**Executive Director of Student Services**  
**Board Update**  
**January 2022**

- **Inclusive Schools Week Recognition:** As I mentioned at our last school board meeting, our itinerant staff and those in our Deaf/Hard of Hearing program celebrated Inclusive Schools Week. ISD 917 staff had the opportunity to nominate their colleagues in our member district schools that exemplify inclusion of the students that we serve. You can find a list of the recipients [here](#) which includes their district, when the award will be presented, and a nomination summary. This has been a very rewarding experience for everyone involved.
  
- **Returning to Learning:** Our next meeting is scheduled for January 10th. We have notified staff of our plans to comply with the OSHA ETS regarding vaccination and testing. Of course, we await action from the supreme court. Similarly, we await news from the Minnesota Department of Health on their guidance related to the updated CDC quarantine guidance.
  
- **Upcoming work:** In the upcoming months we plan to continue work to update our crisis plan based on the PREPaRE training completed during the summer of 2020. Additionally we will begin planning for the upcoming school year including the FY23 budget. Finally, we will be learning more about the COMPASS Pathways from the Minnesota Department of Education utilizing the Minnesota Multi-Tiered Systems of Support framework and considering models for implementation in our district.

## INTERMEDIATE SCHOOL DISTRICT 917

A School Board Meeting of the Intermediate School District 917 School Board was held on Tuesday, December 7, 2021, in the Dakota Room at Dakota County Technical College.

**Members Present:** Tom Bennett, Lesley Chester, Kathy Lewis, Wendy Felton, Cindy Nordstrom, Lisa Ehleringer, Dave Pemble, Melissa Sauser, Byron Schwab and ex-officio member Superintendent Dr. Michael Favor.

**Members Absent:** none.

**Also Present:** Nicolle Roush, Andrew Woods, Melissa Schaller, Jennifer Hetland, Amy Riesgraf, Lori Bohnert, Taylor Thomas, Jim Eichten, Lisa Lusk, Ari Lavalley, Marci Levy-Maguire, Barb Schmitz, Vickie Bjerke, Marykay Distad, Amy Alexander, Band Linda Berg.

School Board Chair Melissa Sauser called the meeting to order at 4:30 PM.

The Pledge of Allegiance was conducted.

There were no visitors to be heard.

1. Motion by Dave Pemble, seconded by Cindy Nordstrom, to approve the agenda. Voting aye: Tom Bennett, Lesley Chester, Wendy Felton, Kathy Lewis, Cindy Nordstrom, Lisa Ehleringer, Dave Pemble, Melissa Sauser, Byron Schwab. Voting naye: None. Motion carried.

Dr. Melissa Schaller reported on updates from Student Services.

Andrew Woods reported on updates from DCALS.

Dr. Michael Favor reported on updates in the district.

Taylor Thomas introduced the Employee of the Fall Quarter Lori Bohnert and Jennifer Hetland introduced Amy Griesgraf Teacher of the Fall Quarter.

2. Motion by Byron Schwab, seconded by Kathy Lewis, to approve the consent items, as presented. Voting aye: Tom Bennett, Lesley Chester, Wendy Felton, Kathy Lewis, Cindy Nordstrom, Lisa Ehleringer, Dave Pemble, Melissa Sauser, Byron Schwab. Voting naye: None. Motion carried.
  - **Minutes:** November 2, 2021, Regular School Board Meeting
  - **Personnel:**
  - **Policies:** Approved for final reading: Policy 406 Public and Private Personnel Data; 413 Harassment and Violence; 501 Weapons; 515 Protection and Privacy of Pupil Records; 524 Internet Acceptable use Safety Policy; and 534 Student Meal Charges. (Addendum A.)
3. Motion by Dave Pemble, seconded by Byron Schwab, to approve the bills from October 28, 2021, through December 2, 2021, Investment Report and wire transfers, as presented by the Executive Director of Business Services. Voting aye: Tom Bennett, Lesley Chester, Wendy Felton, Kathy Lewis, Cindy Nordstrom, Lisa Ehleringer, Dave Pemble, Melissa Sauser, Byron Schwab. Voting naye: None. Motion carried.

Presenting from the 360 Communities was Lisa Luck and Ari Lavalle. Many of our member districts are using their services and are very happy with them.

Jim Eichten of MMKR presented the audit for 2020-2021. The audit was exceptional. Nicolle Roush introduced her business office staff that were responsible for this positive audit.

4. Motion by Kathy Lewis, seconded by Dave Pemble, to approve the Audit for 2020-2021 as presented by Jim Eichten of MMKR. (Addendum B.) Voting aye: Tom Bennett, Lesley Chester, Wendy Felton, Kathy Lewis, Cindy Nordstrom, Lisa Ehleringer, Dave Pemble, Melissa Sauser, Byron Schwab. Voting naye: None. Motion carried.
5. Motion by Byron Schwab, seconded by Cindy Nordstrom, to approve the Coordinators' Contract for 2021-2023 as presented. (Addendum C.) Voting aye: Tom Bennett, Lesley Chester, Wendy Felton, Kathy Lewid, Cindy Nordstrom, Lisa Ehleringer, Dave Pemble, Melissa Sauser, Byron Schwab. Voting naye: None. Motion carried.

The following policy was reviewed on a first reading basis – 208

6. Motion by Byron Schwab, seconded by Wendy Felton to adjourn the meeting. There was a unanimous vote to adjourn.

There being no further business the meeting adjourned at 6:13 PM.

The next regular School Board Meeting will be Tuesday, January 4, 2022, at 4:30 PM.

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Clerk

## INTERMEDIATE SCHOOL DISTRICT 917

A Special School Board Meeting of the Intermediate School District 917 School Board was held on Monday, December 13, 2021, in the Board Room at ISD 917.

**Members Present:** Tom Bennett, Lisa Ehleringer, Kathy Lewis, Dave Pemble, Melissa Sauser, Byron Schwab, and ex-officio Michael Favor.

**Members Absent:** Wendy Felton, Cindy Nordstrom, Lesley Chester.

**Also Present:** Melissa Schaller, Nicolle Roush, Linda Berg.

School Board Chair Melissa Sauser called the meeting to order at 9:30 AM.

The Pledge of Allegiance was conducted.

1. Motion by Dave Pemble, seconded by Kathy Lewis, to close the meeting pursuant to Minn. Stat. Section 13D.03 (Closed Meetings for Labor Negotiations Strategy). All present voted aye. Motion carried.

Meeting went into closed session.

2. Motion by Kathy Lewis, seconded by Dave Pemble, to move close the closed session and move into regular session. All present voted aye. Motion carried.

3. Motion by Byron Schwab, seconded by Kathy Lewis, to adjourn the meeting. All present voted aye. Motion carried.

There being no further business the meeting adjourned at 10:01 AM.

The next regular School Board Meeting will be on January 4, 2022, at 4:30 PM.

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Clerk

**SUMMARY OF PERSONNEL ITEMS RECOMMENDED  
FOR ACTION AT BOARD MEETING OF JANUARY 4, 2021**

**NEW HIRES:**

Julie Black, Administrative Assistant III, effective December 13, 2021.

Elizabeth Eskierka, Administrative Assistant III, effective January 3, 2022.

Mark Hoornbeek, School Social Worker, effective January 3, 2022.

Shelene Jones, Administrative Assistant I, effective December 13, 2021.

Jason Kisic, Classroom Assistant, effective December 17, 2021.

Steven Nasshan, Classroom Assistant, effective December 20, 2021.

Krislyn Virnig, Classroom Assistant, effective December 13, 2021.

**RE-HIRES:**

**CHANGE IN STATUS:**

Natallia Kastsechka, Administrative Assistant I to Classroom Assistant, effective December 13, 2021.

**LEAVES OF ABSENCE:**

Lynette Spurgin, Program Assistant, effective January 4, 2022, through February 18, 2022.

Michelle Vincent, Classroom Assistant, effective January 4, 2022, through March 3, 2022.

**RESIGNATION & TERMINATIONS:**

Jennifer Bergstedt, Teacher, effective January 7, 2021.

Meghan Dobson, Dean, effective January 14, 2021.

Brock Frolik, Classroom Assistant, effective December 15, 2021.

Elizabeth Garcia, Classroom Assistant, effective December 6, 2021.

Jessica Montgomery, Program Assistant, effective December 6, 2021.

Celicia Williams, Classroom Assistant, effective December 22, 2021.

**RETIREMENTS:**





## Intermediate School District 917

1300 145<sup>th</sup> Street East  
Rosemount, MN 55068-2999  
Phone: (651) 423-8229  
Fax: (651) 423-8781  
[www.isd917.org](http://www.isd917.org)

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

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**Dr. Michael Favor**, Superintendent  
**Nicolle Roush**, Executive Director of Business Services  
**Dr. Melissa Schaller**, Executive Director of Student Services  
**Andrew Woods**, Principal of DCALS / Career Technical Center  
**Dr. Brooke Peterson**, Director of Teaching and Learning

### MEMORANDUM

TO: School Board  
FROM: Dr. Michael Favor  
DATE: January 4, 2022  
REGARDING: New Policy 208 and Revised Policy 534

The attached Policy 208 and 534 are a final reading at this January 4, 2022, School Board meeting.

- 208 DEVELOPMENT, ADOPTION, AND IMPLEMENTATION OF POLICIES
- 534 STUDENT MEAL CHARGES – is back on for a third reading. This was approved at the December meeting but an addition has been made since that time.
  - Added: **If the student balance reaches five (5) or more unpaid meals, families will be notified of an outstanding negative balance.**

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

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

## **208 DEVELOPMENT, ADOPTION, AND IMPLEMENTATION OF POLICIES**

***[Note: The provisions of this policy are recommendations. The procedures for policy development, adoption, and implementation are not specifically provided by statute.]***

### **I. PURPOSE**

The purpose of this policy is to emphasize the importance of the policy-making role of the school board and provide the means for it to continue to be an ongoing effort.

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

Formal guidelines are necessary to ensure the school community that the school system responds to its mission and operates in an effective, efficient, and consistent manner. A set of written policy statements shall be maintained and modified as needed. Policies should define the desire and intent of the school board and should be in a form which is sufficiently explicit to guide administrative action.

### **III. DEVELOPMENT OF POLICY**

- A. The school board has jurisdiction to legislate policy for the school district with the force and effect of law. School board policy provides the general direction as to what the school board wishes to accomplish while delegating implementation of policy to the administration.
- B. The school board's written policies provide guidelines and goals to the school community. The policies shall be the basis for the formulation of guidelines and directives by the administration. The school board shall determine the effectiveness of the policies by evaluating periodic reports from the administration.
- C. Policies may be proposed by a school board member, employee, student or resident of the school district. Proposed policies or ideas shall be submitted to the superintendent for review prior to possible placement on the school board agenda.

### **IV. ADOPTION OF POLICY**

- A. The school board shall give notice of proposed policy changes or adoption of new policies by placing the item on the agenda of two school board meetings. The proposals shall be distributed and public comment will be allowed at both meetings prior to final school board action.
- B. The final action taken to adopt the proposed policy shall be approved by a simple majority vote of the school board at a subsequent meeting after the meetings at which public input was received. The policy will be effective on the later of the date of passage or the date stated in the motion.
- C. In the case of an emergency, a new or modified policy may be adopted by a majority vote of a quorum of the school board. A statement regarding the emergency and the need for immediate adoption of the policy shall be included in the minutes. The

emergency policy shall expire within one year following the emergency action unless the policy adoption procedure stated above is followed and the policy is reaffirmed. The school board shall have discretion to determine what constitutes an emergency situation.

- D. If a policy is modified with minor changes that do not affect the substance of the policy or because of a legal change over which the school board has no control, the modified policy may be approved at one meeting at the discretion of the school board.

## **V. IMPLEMENTATION OF POLICY**

- A. The superintendent shall be responsible for implementing school board policies, other than the policies that cover how the school board will operate. The superintendent shall develop administrative guidelines and directives to provide greater specificity and consistency in the process of implementation. These guidelines and directives, including employee and student handbooks, shall be subject to annual review and approval by the school board.

***[Note: These policies are found in the 200 Series of the MSBA/MASA Policy Reference Manual.]***

- B. Each school board member shall have access to the policies via the website at [www.isd917.org](http://www.isd917.org).
- C. The superintendent, employees designated by the superintendent, and individual school board members shall be responsible for keeping the policy manuals current.
- D. The school board shall review policies at least once every three years. The superintendent shall be responsible for developing a system of periodic review, addressing approximately one third of the policies annually. In addition, the school board shall review the following policies annually: 410 Family and Medical Leave Policy; 413 Harassment and Violence; 414 Mandated Reporting of Child Neglect or Physical or Sexual Abuse; 415 Mandated Reporting of Maltreatment of Vulnerable Adults; 506 Student Discipline; 514 Bullying Prohibition Policy; 522 Student Sex Nondiscrimination; 524 Internet Acceptable Use and Safety Policy; 616 School District System Accountability; and 806 Crisis Management Policy.
- E. When no school board policy exists to provide guidance on a matter, the superintendent is authorized to act appropriately under the circumstances keeping in mind the educational philosophy and financial condition of the school district. Under such circumstances, the superintendent shall advise the school board of the need for a policy and present a recommended policy to the school board for approval.

**Legal References:** Minn. Stat. § 123B.02, Subd. 1 (School District Powers)  
Minn. Stat. § 123B.09, Subd. 1 (School Board Powers)

**Cross References:** MSBA/MASA Model Policy 305 (Policy Implementation)

## **534 UNPAID MEAL CHARGES**

### **I. PURPOSE**

The purpose of this policy is to ensure that students receive healthy and nutritious meals through the school district's nutrition program and that school district employees, families, and students have a shared understanding of expectations regarding meal charges. **The policy of the school district is to provide meals to students in a respectful manner and to maintain the dignity of students by prohibiting lunch shaming or otherwise ostracizing the students.** The policy seeks to allow students to receive the nutrition they need to stay focused during the school day and minimize identification of students with insufficient funds to pay for school meals as well as to maintain the financial integrity of the school nutrition program.

### **II. PAYMENT OF MEALS**

- A. Payment for meals may be submitted via cash or check to the school site administrative assistant or ISD 917 Business Office.
- B. If the school district receives school lunch aid under ~~Minn. Stat. §~~ **Minnesota Statutes section** 124D.111, it must make lunch available without charge to all participating students who qualify for free or reduced-price meals regardless of account balance. Families may apply for free or reduced cost meals at any time during the school year. Applications may be obtained at each school, the district office or online at [http://www.isd917.org/For\\_parents/Food\\_Service](http://www.isd917.org/For_parents/Food_Service).
- C. If a parent or guardian chooses to send in one payment that is to be divided between sibling accounts, the parent or guardian must specify how the funds are to be distributed to the students' accounts. Funds may not be transferred between sibling accounts unless written permission is received from the parent or guardian.
- D. **A student who has been determined to be eligible for free and reduced-price lunch always must be served a reimbursable meal even if the student has an outstanding debt.**
- E. **Once a meal has been placed on a student's tray or otherwise served to a student, the meal may not be subsequently withdrawn from the student by the cashier or other school official, whether or not the student has an outstanding meal balance.**

### III. LOW OR NEGATIVE ACCOUNT BALANCES – NOTIFICATION

- A. The school district will make reasonable efforts to notify families when meal account balances are low or fall below zero.
- B. **If the student balance reaches five (5) or more unpaid meals, families will be notified of an outstanding negative balance.** History of communications should be documented by the site administrative assistant. If the parent or guardian is not contacted directly, a message will be left if possible. If the account has not been paid after all attempts mentioned, the account will then be turned over to the school's principal or social worker who will make an attempt to reach the parent/guardian.
- C. Reminders for payment of outstanding student meal balances will not demean or stigmatize any student participating in the school lunch program. ~~A meal will not be taken away from a student with an overdrawn account.~~, **including, but not limited to, dumping meals, withdrawing a meal that has been served, announcing or listing students' names publicly, or affixing stickers, stamps or pins.**

### IV. UNPAID MEAL CHARGES

- A. The school district will make reasonable efforts to communicate with families to resolve the matter of unpaid charges. Where appropriate, families may be encouraged to apply for free and reduced-price meals for their children.
- B. The school district will make reasonable efforts to collect unpaid meal charges classified as delinquent debt. Unpaid meal charges are designated as delinquent debt when payment is overdue, the debt is considered collectable, and efforts are being made to collect it.
- C. **Negative balances of more than \$500, not paid prior to the end of the school year, will be turned over to the superintendent or superintendent's designee for collection. In some instances, the school district may use a collection agency to collect unpaid school meal debts after reasonable efforts first have been made by the school district to collect the debt.**
- ~~C. D.~~ The school district may not enlist the assistance of non-school district employees, such as volunteers, to engage in debt collection efforts.
- ~~D. E.~~ The school district ~~may not deny any student the opportunity to participate in graduation ceremonies or other commencement activities due to unpaid meal charges.~~ **Will not impose any other restrictions prohibited under Minnesota Statutes section 123B.37 due to unpaid student meal balances. The school district will not limit a student's participation in any school activities, graduation ceremonies, field trips, athletics, activity clubs, or other**

**extracurricular activities or access to materials, technology, or other items provided to students due to an unpaid student meal balance.**

- E. F. Donations will be accepted and directed to general or specific accounts upon request. All donations will be processed through the ISD 917 Business Office.
- F. No student would be denied a meal due to insufficient funds in their account.

## **V. COMMUNICATION OF POLICY**

- A. This policy and any pertinent supporting information shall be provided in writing (i.e., mail, email, back-to-school packet, student handbook, etc.) to:
  - 1. all households at or before the start of each school year;
  - 2. students and families who transfer into the school district, at the time of enrollment; and
  - 3. all school district personnel who are responsible for enforcing this policy.
- B. The school district ~~may~~ **will** post ~~the~~ **this** policy on the school district's website, **or the website of the organization where the meal is served**, in addition to providing the required written notification described above.
- C. **If the school district contracts with a third party for its meal services, it will provide the vendor with its school meals policy. The school district will ensure that any third-party provider with whom the school district enters into either an original or modified contract after July 1, 2021, adheres to the school district's school meals policy.**

***Legal References:*** Minn. Stat. § 123B.37 (Prohibited Fees)  
Minn. Stat. § 124D.111, Subd. 4  
42 U.S.C. § 1751 *et seq.* (Healthy and Hunger-Free Kids Act)  
7 C.F.R. § 210 *et seq.* (School Lunch Program Regulations)  
7 C.F.R. § 220.8 (School Breakfast Program Regulations)  
USDA Policy Memorandum SP 46-2016, Unpaid Meal Charges: Local Meal Charge Policies (2016)  
USDA Policy Memorandum SP 47-2016, Unpaid Meal Charges: Clarification on Collection of Delinquent Meal Payments (2016)  
USDA Policy Memorandum SP 23-2017, Unpaid Meal Charges: Guidance and Q&A  
~~Minn. Op. Atty. Gen. 169j (May 14, 2019) (Letter to Ricker)~~

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 \$1325.

1. Donation of gift cards from St. Joseph Church in Rosemount to the Alliance Education Center. Gift cards to be used for Mitten Day for students at the school. (Value: \$1075)
2. Donation of cash and gift cards from Ann Fitzpatrick of Minneapolis to the Alliance Education Center for Mitten Day at school. (Value: \$250).

The motion for the adoption of the foregoing resolution was duly seconded \_\_\_\_\_ and upon vote being taken thereon, the following voted in favor thereof:

\_\_\_\_\_, and the following voted against the same:  
\_\_\_\_\_.

Whereupon said resolution was duly passed and adopted.

Date Board Approved: \_\_\_\_\_ 2022

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

**NOVEMBER 2021, v3**

ACCOUNT NAME	ACCT NO	BEGINNING BALANCE	PURCHASES CREDITS	SALES TRANSFERS	INVESTMENT FEES	INTEREST EARNED	ENDING BALANCE
MSDLAF + MAX	01	14,199,643.89	0.00	3,500,000.00	0.00	298.54	10,699,942.43
MSDLAF Liquid	01	0.00	3,500,000.00	3,500,000.00	0.00	0.00	0.00
MSDLAF TERM (CD's,Term,Comm) maturity	01	0.00	3,500,000.00	0.00	0.00	0.00	3,500,000.00
<b>TOTAL</b>		<b>14,199,643.89</b>	<b>7,000,000.00</b>	<b>7,000,000.00</b>	<b>0.00</b>	<b>298.54</b>	<b>14,199,942.43</b>

**EXPLANATION:** The above is 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: **November 2021** Average MSDLAF Liquid Rate was .01% and the MSDLAF+MAX Average Rate was .03%.  
MSDLAF Term Average Rate is .23%.



## Account Statement - Transaction Summary

For the Month Ending **November 30, 2021**

### INTERMEDIATE SCHOOL DISTRICT 917 - STATE PAYMENTS - 600430

#### MSDLAF+ Liquid Class

Opening Market Value	0.00
Purchases	3,500,000.00
Redemptions	(3,500,000.00)
Unsettled Trades	0.00
Change in Value	0.00

**Closing Market Value** **\$0.00**

Cash Dividends and Income 0.00

#### MSDLAF+ MAX Class

Opening Market Value	14,199,643.89
Purchases	298.54
Redemptions	(3,500,000.00)
Unsettled Trades	0.00
Change in Value	0.00

**Closing Market Value** **\$10,699,942.43**

Cash Dividends and Income 298.54

#### MSDLAF TERM

Opening Market Value	0.00
Purchases	3,500,000.00
Redemptions	0.00
Unsettled Trades	0.00
Change in Value	0.00

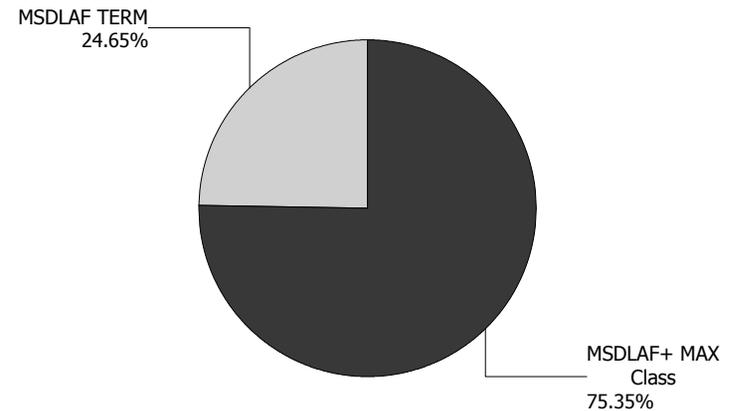
**Closing Market Value** **\$3,500,000.00**

Cash Dividends and Income 0.00

#### Asset Summary

	November 30, 2021	October 31, 2021
<b>MSDLAF+ Liquid Class</b>	0.00	0.00
<b>MSDLAF+ MAX Class</b>	10,699,942.43	14,199,643.89
<b>MSDLAF TERM</b>	3,500,000.00	0.00
<b>Total</b>	<b>\$14,199,942.43</b>	<b>\$14,199,643.89</b>

#### Asset Allocation





## Investment Holdings

For the Month Ending **November 30, 2021**

### INTERMEDIATE SCHOOL DISTRICT 917 - STATE PAYMENTS - 600430

Trade Date	Settlement Date	Security Description	Maturity Date	Rate	Investment Amount	Estimated Earnings	Est. Value at Maturity
<b>MSDLAF TERM</b>							
11/30/21	11/30/21	TERM - MSDLAF+ TERM Jun 23	08/01/22	0.2300	3,500,000.00	22.05	3,505,381.37
<b>Total</b>					<b>\$3,500,000.00</b>	<b>\$22.05</b>	<b>\$3,505,381.37</b>



## Account Statement

For the Month Ending **November 30, 2021**

### INTERMEDIATE SCHOOL DISTRICT 917 - STATE PAYMENTS - 600430

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Total Shares Owned
<b>MSDLAF+ Liquid Class</b>					
<b>Opening Balance</b>					<b>0.00</b>
11/30/21	11/30/21	Redemption - TERM Investment	1.00	(3,500,000.00)	(3,500,000.00)
11/30/21	11/30/21	Exchange from MSDLAF+ MAX Class to MSDLAF+ Liquid Class	1.00	3,500,000.00	0.00
<b>Closing Balance</b>					<b>0.00</b>

	Month of November	Fiscal YTD July-November		
<b>Opening Balance</b>	0.00	0.00	<b>Closing Balance</b>	0.00
<b>Purchases</b>	3,500,000.00	3,500,000.00	<b>Average Monthly Balance</b>	0.00
<b>Redemptions (Excl. Checks)</b>	(3,500,000.00)	(3,500,000.00)	<b>Monthly Distribution Yield</b>	0.01%
<b>Check Disbursements</b>	0.00	0.00		
<b>Closing Balance</b>	<b>0.00</b>	<b>0.00</b>		
<b>Cash Dividends and Income</b>	0.00	0.00		

<b>MSDLAF+ MAX Class</b>					
<b>Opening Balance</b>					<b>14,199,643.89</b>
11/30/21	11/30/21	Exchange from MSDLAF+ MAX Class to MSDLAF+ Liquid Class	1.00	(3,500,000.00)	10,699,643.89
11/30/21	12/01/21	Accrual Income Div Reinvestment - Distributions	1.00	298.54	10,699,942.43



## Account Statement

For the Month Ending **November 30, 2021**

### INTERMEDIATE SCHOOL DISTRICT 917 - STATE PAYMENTS - 600430

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Total Shares Owned
<b>Closing Balance</b>					<b>10,699,942.43</b>
	<b>Month of November</b>	<b>Fiscal YTD July-November</b>			
<b>Opening Balance</b>		14,199,643.89		10,998,567.15	<b>Closing Balance</b>
<b>Purchases</b>		298.54		4,701,375.28	<b>Average Monthly Balance</b>
<b>Redemptions (Excl. Checks)</b>		(3,500,000.00)		(5,000,000.00)	<b>Monthly Distribution Yield</b>
<b>Check Disbursements</b>		0.00		0.00	0.03%
<b>Closing Balance</b>		<b>10,699,942.43</b>		<b>10,699,942.43</b>	
<b>Cash Dividends and Income</b>		298.54		1,375.28	

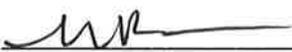
Trade Date	Settlement Date	Transaction Description	Maturity Date	Stated Yield	Dollar Amount of Transaction
<b>MSDLAF TERM</b>					
11/30/21	11/30/21	Purchase - TERM Investment	08/01/22	0.2300	3,500,000.00

AUDREY WEILER, PAYROLL SPECIALIST

PLEASE APPROVE NET PAYROLL FOR

12/15/2021 DIRECT DEPOSITS REGULAR PAY (111)	\$	682,074.23
12/15/2021 CHECKS (111)	\$	-

**NET PAYROLL** \$ **682,074.23**

Authorized Signature  Date 12-13-21

DATE: 12/28/2021  
TIME: 13:29:56

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DISTRIBUTION FUND: 01

CHECK NUMBER	ISSUE DATE	VENDOR	STATUS	TOTAL	DESCRIPTION
1905169	12/23/2021	MARTIN LAW FIRM PLLC	V	-1009.00	VOID MANUAL CHECK
* 1905194	12/08/2021	AMAZON CAPITAL SERVICES	V	0.00	VOID: MULTI STUB CHECK
1905195	12/08/2021	AMAZON CAPITAL SERVICES	R	5442.96	ACCOUNTS PAYABLE CHECK
1905196	12/09/2021	ALL IN ONE TRANSLATION AGENCY, LLC	R	270.00	ACCOUNTS PAYABLE CHECK
1905197	12/09/2021	ARVIG ENTERPRISES, INC	R	2559.48	ACCOUNTS PAYABLE CHECK
1905198	12/09/2021	BARB CLARK	R	400.00	ACCOUNTS PAYABLE CHECK
1905199	12/09/2021	FRONTIER COMMUNICATIONS	R	91.99	ACCOUNTS PAYABLE CHECK
1905200	12/09/2021	GOVCONNECTION INC	R	94.10	ACCOUNTS PAYABLE CHECK
1905201	12/09/2021	IND SCH DIST 194	R	2738.93	ACCOUNTS PAYABLE CHECK
1905202	12/09/2021	IND SCH DIST 197	R	957.46	ACCOUNTS PAYABLE CHECK
1905203	12/09/2021	KAREN CASS FELLING, M.A., LP	R	3000.00	ACCOUNTS PAYABLE CHECK
1905204	12/09/2021	MELISSA HENDERSON	R	82.65	ACCOUNTS PAYABLE CHECK
1905205	12/09/2021	MN CLN SERVICES, INC	R	6096.00	ACCOUNTS PAYABLE CHECK
1905206	12/09/2021	REPUBLIC SERVICES #923	R	646.66	ACCOUNTS PAYABLE CHECK
1905207	12/09/2021	RUPP ANDERSON SQUIRES & WALDSPURGER	R	1385.50	ACCOUNTS PAYABLE CHECK
1905208	12/09/2021	SCHOLASTIC, INC	R	84.50	ACCOUNTS PAYABLE CHECK
1905209	12/09/2021	ST PAUL PIONEER PRESS	R	94.50	ACCOUNTS PAYABLE CHECK
1905210	12/09/2021	SUNBELT STAFFING, LLC	R	2040.00	ACCOUNTS PAYABLE CHECK
1905211	12/09/2021	TEACHERS ON CALL	R	1715.94	ACCOUNTS PAYABLE CHECK
1905212	12/09/2021	TEAMWORKS INTERNATIONAL	R	4971.43	ACCOUNTS PAYABLE CHECK
1905213	12/09/2021	TRUSTED EMPLOYEES	R	20.00	ACCOUNTS PAYABLE CHECK
1905214	12/09/2021	TWIN CITY HARDWARE COMPANY INC	R	550.00	ACCOUNTS PAYABLE CHECK
1905215	12/09/2021	VERIZON WIRELESS	R	1179.66	ACCOUNTS PAYABLE CHECK
1905216	12/09/2021	WESTONE LABORATORIES INC.	R	92.87	ACCOUNTS PAYABLE CHECK
1905217	12/09/2021	WH SECURITY, LLC	R	68.85	ACCOUNTS PAYABLE CHECK
1905218	12/15/2021	CALIFORNIA STATE DISBURSEMENT UNIT	R	132.50	ACCOUNTS PAYABLE CHECK
1905219	12/15/2021	WISCONSIN SCTF	R	845.39	ACCOUNTS PAYABLE CHECK
1905220	12/15/2021	D.S. ERICKSON & ASSOCIATES, PLLC	R	145.65	ACCOUNTS PAYABLE CHECK
1905221	12/15/2021	EDUCATION MINNESOTA, LOCAL 3904	R	9729.34	ACCOUNTS PAYABLE CHECK
1905222	12/15/2021	MESSERLI & KRAMER P.A.	R	64.69	ACCOUNTS PAYABLE CHECK
1905223	12/15/2021	NCPERS GROUP LIFE INS	R	16.00	ACCOUNTS PAYABLE CHECK
1905224	12/15/2021	O.P.E.I.U., LOCAL 12	R	519.14	ACCOUNTS PAYABLE CHECK
1905225	12/15/2021	RELATED SERVICES NURSES ESP	R	236.44	ACCOUNTS PAYABLE CHECK
1905226	12/15/2021	S.E.P., LOCAL 4242	R	3188.97	ACCOUNTS PAYABLE CHECK
1905227	12/15/2021	IVY FUNDS	R	1958.33	ACCOUNTS PAYABLE CHECK
1905228	12/16/2021	BAYADA HOME HEALTH CARE	R	747.50	ACCOUNTS PAYABLE CHECK
1905229	12/16/2021	CARQUEST AUTO PARTS STORES	R	127.57	ACCOUNTS PAYABLE CHECK
1905230	12/16/2021	CUB FOODS - EAGAN	R	28.32	ACCOUNTS PAYABLE CHECK
1905231	12/16/2021	CUB FOODS - ROSEMOUNT	R	107.82	ACCOUNTS PAYABLE CHECK
1905232	12/16/2021	DAKOTA TRUCK UNDERWRITERS	R	34465.00	ACCOUNTS PAYABLE CHECK
1905233	12/16/2021	DAWN RICHARDSON	R	177.90	ACCOUNTS PAYABLE CHECK
1905234	12/16/2021	EDUCATORS BENEFIT CONSULTANTS, LLC	R	230.92	ACCOUNTS PAYABLE CHECK
1905235	12/16/2021	FLAGHOUSE	R	142.68	ACCOUNTS PAYABLE CHECK
1905236	12/16/2021	FRONTIER COMMUNICATIONS	R	721.95	ACCOUNTS PAYABLE CHECK
1905237	12/16/2021	INT SCH DIST 287	R	5906.75	ACCOUNTS PAYABLE CHECK
1905238	12/16/2021	MEDCOM	R	300.00	ACCOUNTS PAYABLE CHECK
1905239	12/16/2021	MENARDS	R	365.30	ACCOUNTS PAYABLE CHECK
1905240	12/16/2021	MN ENERGY RESOURCES CORPORATION	R	1847.18	ACCOUNTS PAYABLE CHECK
1905241	12/16/2021	MN SCHOOL BOARDS ASSN	R	135.00	ACCOUNTS PAYABLE CHECK
1905242	12/16/2021	MULTI-HEALTH SYSTEMS INC.	R	191.25	ACCOUNTS PAYABLE CHECK
1905243	12/16/2021	OFFICE OF MN.IT SERVICES	R	476.90	ACCOUNTS PAYABLE CHECK
1905244	12/16/2021	PLANSOURCE BENEFITS ADMINISTRATION,	R	3740.34	ACCOUNTS PAYABLE CHECK
1905245	12/16/2021	SCHMITTY & SONS	R	426.25	ACCOUNTS PAYABLE CHECK

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1905246	12/16/2021	SOURCEWELL TECHNOLOGIES	R	1650.00	ACCOUNTS PAYABLE CHECK
1905247	12/16/2021	SUNBELT STAFFING, LLC	R	6685.00	ACCOUNTS PAYABLE CHECK
1905248	12/16/2021	TEACHERS ON CALL	R	5253.33	ACCOUNTS PAYABLE CHECK
1905249	12/16/2021	TEACHING STRATEGIES, LLC	R	416.10	ACCOUNTS PAYABLE CHECK
1905250	12/16/2021	TECHNOLOGY BY DESIGN, LLC	R	1088.00	ACCOUNTS PAYABLE CHECK
1905251	12/22/2021	AMAZON CAPITAL SERVICES	V	0.00	VOID: MULTI STUB CHECK
1905252	12/22/2021	AMAZON CAPITAL SERVICES	R	2990.58	ACCOUNTS PAYABLE CHECK
1905253	12/23/2021	AESA	R	2970.00	ACCOUNTS PAYABLE CHECK
1905254	12/23/2021	ALL IN ONE TRANSLATION AGENCY, LLC	R	180.00	ACCOUNTS PAYABLE CHECK
1905255	12/23/2021	ANNE HOFF, SAFE HARBOR COUNSELING	R	1400.00	ACCOUNTS PAYABLE CHECK
1905256	12/23/2021	BAKER TILLY MUNICIPAL ADVISORS. LLC	R	400.00	ACCOUNTS PAYABLE CHECK
1905257	12/23/2021	BAMBOO PROFESSIONALS, LLC	R	1976.25	ACCOUNTS PAYABLE CHECK
1905258	12/23/2021	BAYADA HOME HEALTH CARE	R	373.75	ACCOUNTS PAYABLE CHECK
1905259	12/23/2021	CANON USA	R	208.51	ACCOUNTS PAYABLE CHECK
1905260	12/28/2021	CENTERPOINT ENERGY	V	-1094.95	VOID MANUAL CHECK
* 1905260	12/23/2021	CENTERPOINT ENERGY	R	1094.95	ACCOUNTS PAYABLE CHECK
1905261	12/23/2021	CUB FOODS BLOOMINGTON	R	24.85	ACCOUNTS PAYABLE CHECK
1905262	12/23/2021	DAKOTA COUNTY SHERIFF	R	37920.00	ACCOUNTS PAYABLE CHECK
1905263	12/23/2021	DOOR SERVICE CO	R	670.50	ACCOUNTS PAYABLE CHECK
1905264	12/23/2021	FRONTIER COMMUNICATIONS	R	1215.29	ACCOUNTS PAYABLE CHECK
1905265	12/23/2021	GOVCONNECTION INC	R	329.00	ACCOUNTS PAYABLE CHECK
1905266	12/23/2021	HOME SCIENCE TOOLS	R	154.42	ACCOUNTS PAYABLE CHECK
1905267	12/23/2021	IND SCH DIST 191	R	27486.86	ACCOUNTS PAYABLE CHECK
1905268	12/23/2021	IND SCH DIST 192	R	1128.00	ACCOUNTS PAYABLE CHECK
1905269	12/23/2021	LIFESAVERS	R	120.00	ACCOUNTS PAYABLE CHECK
1905270	12/23/2021	MALLOY, MONTAGUE, KARNOWSKI, RADOSE	R	4500.00	ACCOUNTS PAYABLE CHECK
1905271	12/23/2021	MARTIN LAW FIRM PLLC	R	647.50	ACCOUNTS PAYABLE CHECK
1905272	12/23/2021	MENARDS	R	37.57	ACCOUNTS PAYABLE CHECK
1905273	12/23/2021	SUMMIT FIRE PROTECTION	R	333.00	ACCOUNTS PAYABLE CHECK
1905274	12/23/2021	SYSCO MINNESOTA	R	944.77	ACCOUNTS PAYABLE CHECK
1905275	12/23/2021	TEACHERS ON CALL	V	0.00	VOID: MULTI STUB CHECK
1905276	12/23/2021	TEACHERS ON CALL	R	14824.25	ACCOUNTS PAYABLE CHECK
1905277	12/23/2021	TRIO COMMUNITY MEALS, LLC	R	15535.75	ACCOUNTS PAYABLE CHECK
1905278	12/23/2021	U.S. BANK CHARLOTTE	R	417850.00	ACCOUNTS PAYABLE CHECK
1905279	12/28/2021	ALL IN ONE TRANSLATION AGENCY, LLC	R	360.00	ACCOUNTS PAYABLE CHECK
1905280	12/28/2021	CENTERPOINT ENERGY	R	815.02	ACCOUNTS PAYABLE CHECK
1905281	12/28/2021	INVER HILLS COMMUNITY COLLEGE	R	1097.15	ACCOUNTS PAYABLE CHECK
1905282	12/28/2021	MN SCHOOL BOARDS ASSN	R	230.00	ACCOUNTS PAYABLE CHECK
1905283	12/28/2021	RUPP ANDERSON SQUIRES & WALDSPURGER	R	5310.00	ACCOUNTS PAYABLE CHECK
1905284	12/28/2021	SONOVA USA INC.	R	178.99	ACCOUNTS PAYABLE CHECK
1905285	12/28/2021	SUNBELT STAFFING, LLC	R	3200.00	ACCOUNTS PAYABLE CHECK
1905286	12/28/2021	VIRCO MFG CORP	R	1565.79	ACCOUNTS PAYABLE CHECK
1905287	12/28/2021	FIDELITY SECURITY LIFE INS CO	R	1521.36	ACCOUNTS PAYABLE CHECK
*V4001198	12/15/2021	AMERICAN HEART ASSOCIATION	R	60.00	ACCOUNTS PAYABLE VOUCHER
*V4001199	12/15/2021	WELLS FARGO	R	6818.48	ACCOUNTS PAYABLE VOUCHER
*V4001200	12/15/2021	CENTER FOR RESTORATIVE JUSTICE	R	400.00	ACCOUNTS PAYABLE VOUCHER
*V4001201	12/15/2021	CITY OF INVER GROVE HTS	R	503.74	ACCOUNTS PAYABLE VOUCHER
*V4001202	12/15/2021	LOVING GUIDANCE INC	R	667.00	ACCOUNTS PAYABLE VOUCHER
*V4001203	12/15/2021	CUB FOODS - ROSEMOUNT	R	139.20	ACCOUNTS PAYABLE VOUCHER
*V4001204	12/15/2021	CWI MEDICAL, LLC	R	146.40	ACCOUNTS PAYABLE VOUCHER
*V4001205	12/15/2021	DELEGARD TOOL CO	R	253.50	ACCOUNTS PAYABLE VOUCHER
*V4001206	12/15/2021	GYNZY	R	495.00	ACCOUNTS PAYABLE VOUCHER
*V4001207	12/15/2021	HEALTHIEST YOU	R	4300.00	ACCOUNTS PAYABLE VOUCHER
*V4001208	12/15/2021	INNOVATIVE OFFICE SOLUTIONS	R	8752.76	ACCOUNTS PAYABLE VOUCHER
*V4001209	12/15/2021	KAPLAN EARLY LEARNING COMPANY	R	344.95	ACCOUNTS PAYABLE VOUCHER
*V4001210	12/15/2021	LAKESHORE LEARNING MATERIALS	R	205.19	ACCOUNTS PAYABLE VOUCHER
*V4001211	12/15/2021	LYN-MAR PRINTING	R	261.00	ACCOUNTS PAYABLE VOUCHER

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*V4001212	12/15/2021	MAXI AIDS, INC	R	51.80	ACCOUNTS PAYABLE VOUCHER
*V4001213	12/15/2021	MCKESSON MEDICAL	R	709.57	ACCOUNTS PAYABLE VOUCHER
*V4001214	12/15/2021	MN ASSO FOR CHILDRENS MENTAL HEALTH	R	120.00	ACCOUNTS PAYABLE VOUCHER
*V4001215	12/15/2021	PSYCHOLOGICAL ASSESSMENT RESOURCE,	R	687.76	ACCOUNTS PAYABLE VOUCHER
*V4001216	12/15/2021	PROFESSIONAL WIRELESS COMMUNICATION	R	260.00	ACCOUNTS PAYABLE VOUCHER
*V4001217	12/15/2021	ROSETTA STONE	R	179.00	ACCOUNTS PAYABLE VOUCHER
*V4001218	12/15/2021	SCENARIO LEARNING LLC	R	3278.00	ACCOUNTS PAYABLE VOUCHER
*V4001219	12/15/2021	SCHOLASTIC, INC	R	91.03	ACCOUNTS PAYABLE VOUCHER
*V4001220	12/15/2021	SCHOOL NURSE SUPPLY	R	193.30	ACCOUNTS PAYABLE VOUCHER
*V4001221	12/15/2021	SCHOOL SPECIALTY, LLC	R	481.46	ACCOUNTS PAYABLE VOUCHER
*V4001222	12/15/2021	SEESAW	R	120.00	ACCOUNTS PAYABLE VOUCHER
*V4001223	12/15/2021	SUMMIT PROFESSIONAL EDUCATION	R	724.95	ACCOUNTS PAYABLE VOUCHER
*V4001224	12/15/2021	THE HOME DEPOT PRO	R	673.87	ACCOUNTS PAYABLE VOUCHER
*V4001225	12/15/2021	THERAPY NOTES, LLC	R	385.00	ACCOUNTS PAYABLE VOUCHER
*V4001226	12/15/2021	ULINE	R	106.99	ACCOUNTS PAYABLE VOUCHER
*V4001227	12/15/2021	UNIVERSAL CLEANING SERVICES	R	9618.35	ACCOUNTS PAYABLE VOUCHER
*V4001228	12/15/2021	USI	R	294.97	ACCOUNTS PAYABLE VOUCHER
*V4001229	12/15/2021	WOODWORKER EXPRESS	R	149.91	ACCOUNTS PAYABLE VOUCHER
*V4001230	12/15/2021	WORTHINGTON DIRECT	R	800.33	ACCOUNTS PAYABLE VOUCHER
*V6603834	12/08/2021	ELIZABETH SHAWL ANNONI	R	52.64	ACCOUNTS PAYABLE VOUCHER
*V6603835	12/08/2021	KIM MARIE AUSTIN	R	159.60	ACCOUNTS PAYABLE VOUCHER
*V6603836	12/08/2021	JENNIFER LYNN BERGSTEDT	R	37.13	ACCOUNTS PAYABLE VOUCHER
*V6603837	12/08/2021	MICHAEL JASON BIBRO	R	509.04	ACCOUNTS PAYABLE VOUCHER
*V6603838	12/08/2021	MARY J BLASACK	R	7.28	ACCOUNTS PAYABLE VOUCHER
*V6603839	12/08/2021	DON JAMES BUDACH	R	258.46	ACCOUNTS PAYABLE VOUCHER
*V6603840	12/08/2021	ANNA JEANNE CORSELLO	R	4.48	ACCOUNTS PAYABLE VOUCHER
*V6603841	12/08/2021	PEARL SUSAN DEVENOW	R	243.04	ACCOUNTS PAYABLE VOUCHER
*V6603842	12/08/2021	KATHERINE DIANE ENGEL	R	106.40	ACCOUNTS PAYABLE VOUCHER
*V6603843	12/08/2021	LINDSAY MAE FITZGERALD	R	15.12	ACCOUNTS PAYABLE VOUCHER
*V6603844	12/08/2021	SHERILYN FAYE FRISQUE	R	294.56	ACCOUNTS PAYABLE VOUCHER
*V6603845	12/08/2021	PAMELA VICK GARRETSON	R	105.84	ACCOUNTS PAYABLE VOUCHER
*V6603846	12/08/2021	JODY JEANNE GROTE	R	162.19	ACCOUNTS PAYABLE VOUCHER
*V6603847	12/08/2021	KELLY JEAN HANKES	R	147.84	ACCOUNTS PAYABLE VOUCHER
*V6603848	12/08/2021	LUCINDA SUE HANSON	R	37.23	ACCOUNTS PAYABLE VOUCHER
*V6603849	12/08/2021	PETER ALLYN HENDRICKS	R	171.36	ACCOUNTS PAYABLE VOUCHER
*V6603850	12/08/2021	JENNIFER AMY HETLAND	R	84.56	ACCOUNTS PAYABLE VOUCHER
*V6603851	12/08/2021	MELISSA ROCHELL HO	R	97.44	ACCOUNTS PAYABLE VOUCHER
*V6603852	12/08/2021	COURTNEY ELIZABETH INMAN	R	17.92	ACCOUNTS PAYABLE VOUCHER
*V6603853	12/08/2021	EVA MARIE JOHNSON	R	74.39	ACCOUNTS PAYABLE VOUCHER
*V6603854	12/08/2021	AMY TAMARAH WOLF KAUFMAN	R	277.20	ACCOUNTS PAYABLE VOUCHER
*V6603855	12/08/2021	JENNIFER M. KLAUSTERMEIER	R	25.55	ACCOUNTS PAYABLE VOUCHER
*V6603856	12/08/2021	CAROL LEIGH KURTEN	R	33.60	ACCOUNTS PAYABLE VOUCHER
*V6603857	12/08/2021	DANIELLE MARIE LAFRANCE	R	159.04	ACCOUNTS PAYABLE VOUCHER
*V6603858	12/08/2021	BETSY SUE LARSEN	R	50.40	ACCOUNTS PAYABLE VOUCHER
*V6603859	12/08/2021	SARAH MARIE LUDEWIG	R	96.32	ACCOUNTS PAYABLE VOUCHER
*V6603860	12/08/2021	TAYLOR LINDSEY LYDEN	R	115.36	ACCOUNTS PAYABLE VOUCHER
*V6603861	12/08/2021	EMMA IRENE KAE MAYES	R	14.81	ACCOUNTS PAYABLE VOUCHER
*V6603862	12/08/2021	JENNA ANN NACE	R	169.12	ACCOUNTS PAYABLE VOUCHER
*V6603863	12/08/2021	PATTIJO ELIZABETH NWOKEUKU	R	44.80	ACCOUNTS PAYABLE VOUCHER
*V6603864	12/08/2021	BROOKE ALLYSON PETERSON	R	53.20	ACCOUNTS PAYABLE VOUCHER
*V6603865	12/08/2021	EMILY ANN PFISTERER	R	271.04	ACCOUNTS PAYABLE VOUCHER
*V6603866	12/08/2021	MIRIAM JOY ALYSHA RESCH	R	20.16	ACCOUNTS PAYABLE VOUCHER
*V6603867	12/08/2021	MEGAN KELLY SHAVERS	R	149.00	ACCOUNTS PAYABLE VOUCHER
*V6603868	12/08/2021	HEATHER LYNN STOESZ	R	85.68	ACCOUNTS PAYABLE VOUCHER
*V6603869	12/08/2021	AMY LYNN SWANEY	R	1080.74	ACCOUNTS PAYABLE VOUCHER
*V6603870	12/08/2021	BRENDA JEAN SZOKA	R	15.00	ACCOUNTS PAYABLE VOUCHER
*V6603871	12/08/2021	KELLI BRIDGET THRON	R	241.92	ACCOUNTS PAYABLE VOUCHER

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*V6603872	12/08/2021	GRETCHEN ANN TOAY	R	22.96	ACCOUNTS PAYABLE VOUCHER
*V6603873	12/08/2021	SHANYN NICOLE TUFTEE	R	67.20	ACCOUNTS PAYABLE VOUCHER
*V6603874	12/08/2021	JANEL LYNN VRIEZE	R	112.00	ACCOUNTS PAYABLE VOUCHER
*V6603875	12/08/2021	ANDREW WOODS	R	334.88	ACCOUNTS PAYABLE VOUCHER
*V6603876	12/08/2021	MICHAEL PATRICK ZICKRICK	R	56.00	ACCOUNTS PAYABLE VOUCHER
*V6603877	12/22/2021	MARTHA JOAN ALLEN	R	224.56	ACCOUNTS PAYABLE VOUCHER
*V6603878	12/22/2021	MARGARET M. ALTMAN	R	11.20	ACCOUNTS PAYABLE VOUCHER
*V6603879	12/22/2021	CARMEN RUTH BAKER	R	19.04	ACCOUNTS PAYABLE VOUCHER
*V6603880	12/22/2021	THOMAS RICHARD BENNETT	R	57.12	ACCOUNTS PAYABLE VOUCHER
*V6603881	12/22/2021	JENNIFER LYNN BERGSTEDT	R	15.68	ACCOUNTS PAYABLE VOUCHER
*V6603882	12/22/2021	MICHAEL JASON BIBRO	R	90.00	ACCOUNTS PAYABLE VOUCHER
*V6603883	12/22/2021	TARA JO BLACKERT	R	45.00	ACCOUNTS PAYABLE VOUCHER
*V6603884	12/22/2021	LOREEN M. BOHNERT	R	45.00	ACCOUNTS PAYABLE VOUCHER
*V6603885	12/22/2021	TARA LYNN BRENNER	R	22.40	ACCOUNTS PAYABLE VOUCHER
*V6603886	12/22/2021	MATTHEW KYLE BRUNS	R	45.00	ACCOUNTS PAYABLE VOUCHER
*V6603887	12/22/2021	DON JAMES BUDACH	R	90.00	ACCOUNTS PAYABLE VOUCHER
*V6603888	12/22/2021	ANNE LOUISE BYER	R	45.00	ACCOUNTS PAYABLE VOUCHER
*V6603889	12/22/2021	LESLEY ANNE CHESTER	R	14.56	ACCOUNTS PAYABLE VOUCHER
*V6603890	12/22/2021	EMILY MARGARET CLARK	R	257.60	ACCOUNTS PAYABLE VOUCHER
*V6603891	12/22/2021	JAMIE AUTUMN DALBESIO	R	90.00	ACCOUNTS PAYABLE VOUCHER
*V6603892	12/22/2021	MEGHAN LOUISE DOBSON	R	90.00	ACCOUNTS PAYABLE VOUCHER
*V6603893	12/22/2021	LISA A EHLERINGER	R	21.28	ACCOUNTS PAYABLE VOUCHER
*V6603894	12/22/2021	JONI KAY ERIE	R	67.20	ACCOUNTS PAYABLE VOUCHER
*V6603895	12/22/2021	WENDY CATHERINE FELTON	R	15.68	ACCOUNTS PAYABLE VOUCHER
*V6603896	12/22/2021	PAMELA VICK GARRETSON	R	90.00	ACCOUNTS PAYABLE VOUCHER
*V6603897	12/22/2021	ADDIE SUZANNE GESKE	R	151.76	ACCOUNTS PAYABLE VOUCHER
*V6603898	12/22/2021	CASSIE J. GROFF	R	99.12	ACCOUNTS PAYABLE VOUCHER
*V6603899	12/22/2021	LEAH HANISCH HARRIS	R	71.12	ACCOUNTS PAYABLE VOUCHER
*V6603900	12/22/2021	JANA LEE HEIDEMANN	R	12.32	ACCOUNTS PAYABLE VOUCHER
*V6603901	12/22/2021	JENNIFER AMY HETLAND	R	90.00	ACCOUNTS PAYABLE VOUCHER
*V6603902	12/22/2021	HANNAH ROSE HILLS	R	13.44	ACCOUNTS PAYABLE VOUCHER
*V6603903	12/22/2021	MELISSA ROCHELL HO	R	45.00	ACCOUNTS PAYABLE VOUCHER
*V6603904	12/22/2021	JUSTIN DAVID HOELSCHER	R	45.00	ACCOUNTS PAYABLE VOUCHER
*V6603905	12/22/2021	KATE SCHNEEWEIS HULSE	R	90.00	ACCOUNTS PAYABLE VOUCHER
*V6603906	12/22/2021	JESSICA JOHANNA HUSS	R	20.00	ACCOUNTS PAYABLE VOUCHER
*V6603907	12/22/2021	CINDY LOU JACOBS	R	149.52	ACCOUNTS PAYABLE VOUCHER
*V6603908	12/22/2021	CORA MAE JOHNSON	R	21.28	ACCOUNTS PAYABLE VOUCHER
*V6603909	12/22/2021	EVA MARIE JOHNSON	R	59.41	ACCOUNTS PAYABLE VOUCHER
*V6603910	12/22/2021	SARAH LYNN JOHNSON	R	197.68	ACCOUNTS PAYABLE VOUCHER
*V6603911	12/22/2021	LORI ANN KLEIN	R	90.00	ACCOUNTS PAYABLE VOUCHER
*V6603912	12/22/2021	SHANNA MARIE KNUTSON	R	90.00	ACCOUNTS PAYABLE VOUCHER
*V6603913	12/22/2021	LAURA MARIE KVAMME	R	90.00	ACCOUNTS PAYABLE VOUCHER
*V6603914	12/22/2021	ANNA MARIE LAMPHERE	R	20.16	ACCOUNTS PAYABLE VOUCHER
*V6603915	12/22/2021	CORY LEE LANGENFELD	R	90.00	ACCOUNTS PAYABLE VOUCHER
*V6603916	12/22/2021	BETSY SUE LARSEN	R	64.40	ACCOUNTS PAYABLE VOUCHER
*V6603917	12/22/2021	KATHRYN ANN LEWIS	R	13.44	ACCOUNTS PAYABLE VOUCHER
*V6603918	12/22/2021	ERIN JEAN MAHNKE	R	90.00	ACCOUNTS PAYABLE VOUCHER
*V6603919	12/22/2021	CATHLEEN CAROL MATTICE	R	45.00	ACCOUNTS PAYABLE VOUCHER
*V6603920	12/22/2021	SHANNON BRENNAN BRENNAN	R	90.00	ACCOUNTS PAYABLE VOUCHER
*V6603921	12/22/2021	JAMES ANTHONY MYRMAN	R	89.60	ACCOUNTS PAYABLE VOUCHER
*V6603922	12/22/2021	CINDY L NORDSTROM	R	9.52	ACCOUNTS PAYABLE VOUCHER
*V6603923	12/22/2021	RACHEL ERIN NOVY	R	45.00	ACCOUNTS PAYABLE VOUCHER
*V6603924	12/22/2021	JENNIFER LEE OLSON	R	90.00	ACCOUNTS PAYABLE VOUCHER
*V6603925	12/22/2021	RACHAEL MARIE OPSETH	R	52.82	ACCOUNTS PAYABLE VOUCHER
*V6603926	12/22/2021	DAVID R PEMBLE	R	36.96	ACCOUNTS PAYABLE VOUCHER
*V6603927	12/22/2021	AMANDA LYNN PETERS	R	45.00	ACCOUNTS PAYABLE VOUCHER
*V6603928	12/22/2021	JENNIFER MAE PETERSEN	R	65.16	ACCOUNTS PAYABLE VOUCHER

DATE: 12/28/2021  
TIME: 13:29:56

INTERMEDIATE SCHOOL DISTRICT 917  
CHECK REGISTER INCLUDING SYSTEM VOIDS

PAGE NUMBER: 5  
ACCTPA21  
ACCOUNTING PERIOD: 6/22

SELECTION CRITERIA: chkstat.rundate between '20211203 00:00:00.000' and '20211228 00:00:00.000'

*V6603929	12/22/2021	BROOKE ALLYSON PETERSON	R	90.00	ACCOUNTS PAYABLE VOUCHER
*V6603930	12/22/2021	CAROLINE ROSE PETERSON	R	261.52	ACCOUNTS PAYABLE VOUCHER
*V6603931	12/22/2021	HANNAH DUFFY RADANT	R	45.00	ACCOUNTS PAYABLE VOUCHER
*V6603932	12/22/2021	WENDI MARLAINA RENKEN	R	45.00	ACCOUNTS PAYABLE VOUCHER
*V6603933	12/22/2021	AMY SUE RIESGRAF	R	31.28	ACCOUNTS PAYABLE VOUCHER
*V6603934	12/22/2021	MELANIE ANN RIX	R	45.00	ACCOUNTS PAYABLE VOUCHER
*V6603935	12/22/2021	SHANNON DAWN ROSENBERG	R	82.88	ACCOUNTS PAYABLE VOUCHER
*V6603936	12/22/2021	NICOLLE KATHERINE ROUSH	R	90.00	ACCOUNTS PAYABLE VOUCHER
*V6603937	12/22/2021	MELISSA ANN SAUSER	R	30.24	ACCOUNTS PAYABLE VOUCHER
*V6603938	12/22/2021	MELISSA RAE SCHALLER	R	107.92	ACCOUNTS PAYABLE VOUCHER
*V6603939	12/22/2021	AMBER GRACE SCHMITZ	R	128.24	ACCOUNTS PAYABLE VOUCHER
*V6603940	12/22/2021	BYRON LEITH SCHWAB	R	16.80	ACCOUNTS PAYABLE VOUCHER
*V6603941	12/22/2021	ANN MARGUERITE STAPLES	R	13.44	ACCOUNTS PAYABLE VOUCHER
*V6603942	12/22/2021	AMY LYNN SWANEY	R	90.00	ACCOUNTS PAYABLE VOUCHER
*V6603943	12/22/2021	KAYLEEN LAVONNE TAFFE	R	57.12	ACCOUNTS PAYABLE VOUCHER
*V6603944	12/22/2021	MARY ELIZABETH TAYLOR	R	103.60	ACCOUNTS PAYABLE VOUCHER
*V6603945	12/22/2021	SONIA LYNN TENDRICH	R	77.28	ACCOUNTS PAYABLE VOUCHER
*V6603946	12/22/2021	TAYLOR MAY THOMAS	R	90.00	ACCOUNTS PAYABLE VOUCHER
*V6603947	12/22/2021	SHANYN NICOLE TUFTEE	R	45.00	ACCOUNTS PAYABLE VOUCHER
*V6603948	12/22/2021	JESSICA KATHRYN VAILLANCOURT	R	11.20	ACCOUNTS PAYABLE VOUCHER
*V6603949	12/22/2021	MICHELLE LYNN VOLLBRECHT	R	90.00	ACCOUNTS PAYABLE VOUCHER
*V6603950	12/22/2021	JERYN LEE WALDERA	R	34.16	ACCOUNTS PAYABLE VOUCHER
*V6603951	12/22/2021	FRAN LOUISE WOOD	R	272.72	ACCOUNTS PAYABLE VOUCHER
*V6603952	12/22/2021	ANDREW WOODS	R	90.00	ACCOUNTS PAYABLE VOUCHER
*V6603953	12/22/2021	SCOTT MICHAEL ZEHNDER	R	20.00	ACCOUNTS PAYABLE VOUCHER
*V6603954	12/22/2021	MICHAEL PATRICK ZICKRICK	R	33.60	ACCOUNTS PAYABLE VOUCHER
*V7701850	12/13/2021	MEDICA	R	63333.15	ACCOUNTS PAYABLE VOUCHER
*V7701851	12/13/2021	MEDICA	R	108086.67	ACCOUNTS PAYABLE VOUCHER
*V7701852	12/13/2021	PLANSOURCE FLEX BEN.	R	5266.81	ACCOUNTS PAYABLE VOUCHER
*V7701853	12/15/2021	AMERIPRISE FINANCIAL ADVISORS	R	9665.21	ACCOUNTS PAYABLE VOUCHER
*V7701854	12/15/2021	AXA EQUITABLE LIFE INS CO	R	4033.66	ACCOUNTS PAYABLE VOUCHER
*V7701855	12/15/2021	FIDELITY INVSTMT TAX-EX SVC CO	R	7529.43	ACCOUNTS PAYABLE VOUCHER
*V7701856	12/15/2021	HEALTH EQUITY, INC.	R	26864.51	ACCOUNTS PAYABLE VOUCHER
*V7701857	12/15/2021	HORACE MANN LIFE INS	R	1880.85	ACCOUNTS PAYABLE VOUCHER
*V7701858	12/15/2021	INTERNAL REVENUE SERVICE	R	227498.96	ACCOUNTS PAYABLE VOUCHER
*V7701859	12/15/2021	EDUCATION MN ESI BILLING TRUST	R	26210.81	ACCOUNTS PAYABLE VOUCHER
*V7701860	12/15/2021	MN DEPT OF REVENUE	R	38032.07	ACCOUNTS PAYABLE VOUCHER
*V7701861	12/15/2021	MN STATE RETIREMENT SYSTEM	R	1108.33	ACCOUNTS PAYABLE VOUCHER
*V7701862	12/15/2021	EXECUTIVE DIRECTOR	R	48676.48	ACCOUNTS PAYABLE VOUCHER
*V7701863	12/15/2021	STATE TREASURER, TRA	R	109735.69	ACCOUNTS PAYABLE VOUCHER
*V7701864	12/15/2021	VARIABLE ANNUITY LIFE INS CO	R	9693.94	ACCOUNTS PAYABLE VOUCHER
*V7701865	12/15/2021	VOYA	R	1328.76	ACCOUNTS PAYABLE VOUCHER
*V7701866	12/20/2021	DELTA DENTAL OF MINNESOTA	R	31648.05	ACCOUNTS PAYABLE VOUCHER
*V7701867	12/22/2021	MEDICA	R	80669.68	ACCOUNTS PAYABLE VOUCHER
*V7701868	12/22/2021	MEDICA	R	45759.23	ACCOUNTS PAYABLE VOUCHER
TOTAL FUND				1565060.48	
TOTAL REPORT				1565060.48	

AUDREY WEILER, PAYROLL SPECIALIST

PLEASE APPROVE NET PAYROLL FOR

12/30/2021 DIRECT DEPOSITS REGULAR PAY (112)	\$	676,415.05
12/30/2021 CHECKS (112)	\$	-

**NET PAYROLL** \$ **676,415.05**

Authorized Signature:  Date 12-22-21

**Amendment**

**Extension of Lease Term**

This amendment, between Independent School District 191 ("Landlord") and Intermediate School District 917 a Minnesota School District ("Tenant") is for the purpose of extending the term of their lease agreement.

**Recitals**

- A. Landlord and Tenant entered into this lease agreement September 1, 2012.
- B. The term of the lease agreement expires on June 30, 2022.
- C. The leased space is approximately 21,629 rentable square feet of office/classroom located at 2140 Diffley Road, Eagan, MN 55122, known as Cedar School.
- D. Landlord and Tenant wish to modify the lease agreement to extend the term of the lease agreement, as set forth below.

**Lease Agreement**

Landlord and Tenant therefore agree as follows:

- 1. **Extension of Term:** The term of the lease agreement is extended until June 30, 2024, unless terminated earlier, as set forth in the lease agreement.
- 2. **Base Rent:** Base rent shall be paid monthly at an annual rate as follows:  
 7/1/22 thru 6/30/23: \$12.00/sq. ft or \$21,629 monthly or \$259,548 annually  
 7/1/23 thru 6/30/24: \$12.20/sq. ft or \$21,989.48 or \$263,873.76 annually
- 3. **Operating Costs and Common Area Maintenance:** Operating costs shall be paid monthly at an annual rate as follows:  
 7/1/22 thru 6/30/23: \$3.55/sq. ft or \$6,398.58 monthly or \$76,782.95 annually  
 7/1/23 thru 6/30/24: \$3.85/sq. ft or \$6,939.30 or \$83,271.65 annually

IND. SCHOOL DISTRICT 191

INT. SCHOOL DISTRICT 917

By \_\_\_\_\_

By \_\_\_\_\_

Its \_\_\_\_\_

Its \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

LEASE

BY AND BETWEEN

Independent School District 191

LANDLORD,

AND

Intermediate School District 917

TENANT

May 1, 2013

## LEASE

This Lease is made as of June 1, 2012 and revised as of May 1, 2013 by and between Independent School District 197 ("Landlord") and Intermediate School District 917 a Minnesota school district ("Tenant").

## DATA SHEET

(The legal significance of the terms set forth in this Data Sheet is governed by references to such terms in the remainder of this Lease.)

1. Premises. That space in Cedar School, as designated on Exhibit A annexed hereto, consisting of approximately 21,629 rentable square feet of office/classroom. The Premises is located at 2140 Diffley Road, Eagan, Mn. 55122.
2. Term. Ten (10) years beginning Sept 1, 2012 and ending June 30, 2022.
3. Original Scheduled Commencement Date. Sept 1, 2012.
4. Base Rent Base rent shall be paid monthly at an annual rate as follows:  
  
9/1/12 thru 6/30/13: \$9.00/sq. ft or \$16,221.75 monthly or \$162,217.50 annually  
7/1/13 thru 6/30/14: \$9.00/sq. ft.or \$16,221.75 monthly or \$194,661.00 annually  
7/1/14 thru 6/30/15: \$9.00/sq. ft.or \$16,221.75 monthly or \$194,661.00 annually  
7/1/15 thru 6/30/16: \$9.15/sq. ft.or \$16,492.11 monthly or \$197,905.35 annually  
7/1/16 thru 6/30/17: \$9.30/sq. ft.or \$16,762.47 monthly or \$201,149.64 annually  
7/1/17 thru 6/30/18: \$9.45/sq. ft.or \$17,032.84 monthly or \$204,394.08 annually  
7/1/18 thru 6/30/19: \$9.60/sq. ft.or \$17,303.20 monthly or \$207,638.40 annually  
7/1/19 thru 6/30/20: \$9.75/sq. ft.or \$17,573.56 monthly or \$210,882.72 annually  
7/1/20 thru 6/30/21: \$9.90/sq. ft.or \$17,843.93 monthly or \$214,127.16 annually  
7/1/21 thru 6/30/22: \$10.05/sq. ft.or \$18,114.29 monthly or \$217,371.48 annually
5. Operating Costs and Common Area Maintenance. Operating Costs shall be paid monthly at an annual rate as follows:  
  
9/1/12 thru 6/30/13: \$4.00/sq. ft or \$7,209.67 monthly or \$72,096.70 annually  
7/1/13 thru 6/30/14: \$4.00/sq. ft.or \$7,209.67 monthly or \$86,516.04 annually  
7/1/14 thru 6/30/15: \$4.15/sq. ft.or \$7,480.03 monthly or \$89,760.36 annually  
7/1/15 thru 6/30/16: \$4.30/sq. ft.or \$7,750.39 monthly or \$93,004.68 annually  
7/1/16 thru 6/30/17: \$4.45/sq. ft.or \$8,020.75 monthly or \$96,249.00 annually  
7/1/17 thru 6/30/18: \$4.60/sq. ft.or \$8,291.12 monthly or \$99,493.44 annually  
7/1/18 thru 6/30/19: \$4.75/sq. ft.or \$8,561.48 monthly or \$102,737.76 annually  
7/1/19 thru 6/30/20: \$4.90/sq. ft.or \$8,831.84 monthly or \$105,982.08 annually  
7/1/20 thru 6/30/21: \$5.05/sq. ft.or \$9,102.20 monthly or \$109,226.40 annually  
7/1/21 thru 6/30/22: \$5.20/sq. ft.or \$9,372.57 monthly or \$112,470.84 annually

6. Termination

Landlord and Tenant shall have the right to annually terminate the Lease, provided written notice at least Twelve (12) months prior to July 1 of each contract year.

7. Notices:

Landlord-Superintendent  
Independent School District 191  
100 River Ridge Court  
Burnsville, MN 55337

Tenant-Superintendent  
Intermediate School District 917  
1300-145<sup>th</sup> St. E.  
Rosemount, Mn. 55068

**Independent School District 191**

By   
Its Superintendent  
Date 4/18/2013

**Intermediate School District 917**

By   
Its Superintendent  
Date 4/16/2013

**1. PREMISES:**

Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, for the term and upon the conditions hereinafter provided, the Premises described in Item 1 of the Data Sheet and Shown on Exhibit A. The Premises is located at 2140 Diffley Road, Eagan, Mn. 55122, Dakota County, Minnesota (such land and building being hereinafter referred to as the "Project"). No exhibit attached to this Lease nor any other sales materials provided by Landlord shall constitute a warranty or agreement as to the configuration of the Project or the occupants thereof.

**2. TERM:**

**2.1** The term of this Lease shall commence upon the "Commencement Date", which shall be September 1, 2012. Landlord shall reasonably accommodate Tenant's need to move items to the premises between Lease execution and commencement. Following the Commencement Date the term of this Lease shall continue for the Term as set forth in Item 2 of the Data Sheet. Any entry by Tenant prior to the Commencement Date shall be subject to all of the terms and conditions of this Lease.

**2.2** This Lease shall be deemed a binding obligation of the parties regardless of when the Commencement Date occurs.

**2.3** Landlord may at any time prepare a Supplement to this Lease confirming the Commencement Date. Tenant shall execute and return such Supplement within 10 days after submission unless Tenant gives written notice specifying in reasonable detail Tenant's objections thereto.

**3. RENT:**

Tenant shall pay as monthly "Base Rent" for the Premises as set forth in Item 4 & 5 of the Data Sheet. The Base Rent shall be paid in monthly installments, in advance, on the first day of each and every calendar month during the Term. If the term or final month of the Term of this Lease is less than a calendar month, Base Rent for such partial month shall be prorated at the rate of one-thirtieth of the monthly Base Rent for each day, payable in advance. Tenant will pay said Base Rent, together with Operating Costs and all other amounts due under this Lease, to Landlord at the Landlord Address set forth in Item 7 of the Data Sheet, or to such other party or to such other address as Landlord may designate from time to time by written notice to Tenant, without demand and without deduction, set-off or counterclaim.

**4. CONTRIBUTION TO OPERATING COSTS:**

**4.1** Tenant shall, for the entire Term of this Lease, and without any set-off or deduction therefrom, pay to Landlord as per schedule set forth under Section 5 of the Data Sheet, based on the occupancy and use of the premises, as hereinafter defined, of all costs which Landlord may incur in maintaining and operating the entire Project. Said costs shall be referred to herein as "Operating Costs" and are hereby defined with respect to any calendar year to include but not be limited to the following costs incurred by Landlord, in such calendar year with respect to the

Project: the cost of utilities (water, sewer, gas, telecommunication and electric), insurance (including but not limited to liability insurance and fire and casualty insurance with rental abatement endorsement, and owners protective liability insurance), security, rubbish removal, cleaning/custodial, landscaping, snow removal from parking areas and sidewalks; charges under maintenance and service contracts; all supplies purchased for use in the Project; all maintenance and repair costs; any equipment rental; depreciation of the cost of capital improvements made to (i) reduce Operating Costs or limit increases therein, or (ii) required by Landlord's insurance carrier or (iii) required by any law, rule, regulation or order of any governmental or quasi-governmental authority having jurisdiction.

## 5. USE:

5.1 Tenant will not conduct or permit to be conducted any activity, or place any equipment in or about the Premises, which will in any way increase the rate of fire insurance or other insurance on the Project; and if any increase in the rate of fire insurance or other insurance is stated by any insurance company or by the applicable Insurance Rating Bureau to be due to activity or equipment of Tenant in or about the Premises, such statement shall be conclusive evidence that such increase in such rate is due to such activity or equipment and, as a result thereof, Tenant shall be liable for such increase and shall reimburse Landlord therefore and, further, shall discontinue or cause the discontinuance of such conduct or shall remove such equipment upon Landlord's demand made at any time thereafter.

5.2 Tenant shall not install, use, generate, store or dispose of in or about the Premises any hazardous substance, toxic chemical, pollutant or other material regulated by the Comprehensive Environmental Response, Compensation and Liability Act of 1985 or in the so-called Minnesota Superfund Bill or any similar law or regulation (including without limitation any material containing asbestos or PCB) without Landlord's written approval of each such substance. Landlord shall not unreasonably withhold its approval of use by Tenant of immaterial quantities of such substances customarily used in office/warehouse business operations so long as Tenant uses such substances in accordance with applicable laws. Tenant shall indemnify, defend and hold Landlord harmless from and against any claim, damage or expense arising out of Tenant's installation, use, generation, storage, or disposal of any such substance, regardless of whether Landlord has approved the activity.

## 6. ASSIGNMENT AND SUBLETTING:

6.1 Tenant will not assign, transfer, mortgage or encumber this Lease or sublet or rent or permit occupancy or use of the Premises, or any part thereof by any third party; nor shall any assignment or transfer of this Lease be effectuated by operation of law or otherwise, (any of the foregoing being hereinafter referred to as an "Assignment") without in each such case obtaining the prior written consent of Landlord. Tenant will pay of landlords costs including attorneys fees incurred in considering tenants assignment request, whether or not such request is granted. The consent by Landlord to any Assignment shall not be construed as a waiver or release of Tenant from the terms of any covenant or obligation under this Lease, nor shall the collection or acceptance of rent from any transferee under an Assignment constitute an acceptance of the Assignment or a waiver or release of Tenant or any transferee of any covenant or obligation

contained in this Lease, nor shall any Assignment be construed to relieve Tenant from the requirement of obtaining the consent in writing of Landlord to any further Assignment.

**7. MAINTENANCE:**

The property shall be professionally maintained at all times during the term of this Lease. Landlord has the sole determination who shall be contracted for services in the building or on the property. Tenant agrees to keep and maintain the Premises and the fixtures and equipment therein in properly functioning, safe, orderly and sanitary condition, will make all necessary replacements thereto, will suffer no waste or injury thereto, and will at the expiration or other termination of the Term of this Lease, surrender the same with all improvements in the same order and condition in which they were on the Commencement Date, or in such better condition as they may hereafter be put, ordinary wear and tear and casualty damage to the extent covered by insurance excepted. Landlord shall make all necessary repairs to the outer walls, roof, downspouts, gutters and basic structural elements and common areas of the Project. Landlord shall also make all necessary repairs to the portions of the building systems (plumbing, sewage, heating, air conditioning and electrical) providing service jointly to the Premises and other portions of the Project. Tenant shall be responsible for all other portions of the building systems serving the Premises. Notwithstanding anything apparently to the contrary in this section, any cost of repairs or improvements to the Project, to the Premises or to any common areas which are occasioned by the negligence or default of Tenant, its officers, employees, agents or invitees, or by requirements of law, ordinance or other governmental directive and which arise out of the nature of Tenant's use and occupancy of the Premises or the installations of Tenant in the Premises shall be paid for by Tenant, as additional rent hereunder, immediately upon billing (such as window glass, door breakage, HVAC operation, etc.).

**8. ALTERATIONS; SIGNS; EQUIPMENT; MOVING:**

**8.1** Tenant will not make or permit anyone to make any alterations, decorations, additions or improvements, structural or otherwise, in or to the Premises or the Project without the prior written consent of Landlord. As a condition precedent to consent of Landlord hereunder, Tenant agrees to obtain and deliver to Landlord such security against mechanic's liens as Landlord shall reasonably request. If any mechanic's lien is filed against any part of the Project for work claimed to have been done for, or materials claimed to have been furnished to, Tenant, such mechanic's lien shall be discharged by Tenant within ten days thereafter, at Tenant's sole cost and expense, by the payment thereof or by making any deposit required by law. Regardless of whether Landlord's consent is required or obtained hereunder: (i) all alterations shall be made in accordance with applicable laws, codes and insurance guidelines, and shall be performed in a good and workmanlike manner, and (ii) if the construction or installation of Tenant's alterations or fixtures causes any labor disturbance, Tenant shall immediately take any action necessary to end such labor disturbance. All alterations, decorations, additions or improvements in or to the Premises or the Project made by Tenant shall become the property of Landlord upon expiration of the Term and shall remain upon and be surrendered with the Premises as a part thereof without disturbance or injury, unless Landlord requires specific items thereof to be removed by Tenant at Tenant's sole expense, in which event Tenant shall do so prior to the expiration of the Term at its expense, and shall repair any damage caused thereby. Any restoration would be

conducted through appropriate quote/bid requirements. Landlord reserves the right to have Tenant restore the Premises to their original condition upon expiration of the Term or termination of the Lease. Notwithstanding the foregoing, if (1) Tenant is not in default in the performance of any of its obligations under this Lease, (2) if any and all damage resulting therefrom be repaired, and (3) Tenant shall post such security with respect thereto as Landlord may reasonably request, Tenant shall have the right to remove, during the last 90 days of the term of this Lease, all movable furniture, furnishings or trade fixtures installed in the Premises at the direct expense of Tenant, provided the same is completed with no damage to the Premises.

**8.2** Tenant shall not place or maintain any sign, advertisement or notice on any part of the outside of the Premises or the Project except (i) in such place, number, size, color and style as has been approved in writing by Landlord and (ii) in accordance with the sign criteria of the City of West St. Paul. Tenant shall be allowed use of the monument sign at the West entrance from Marie Ave. Tenant shall have use of all existing signs. Landlord provides the sign to Tenant "As-Is" and Tenant shall be responsible for all costs to modify the sign for Tenants use. Tenant shall be allowed to install window lettering, directional and informational signage throughout the property with Landlord approval. Tenant shall submit a sign plan to Landlord for the initial signage requested. Landlord shall not reasonably withhold approval of the sign plan. All signs not included in the sign plan must be approved by Landlord. Tenant shall remove all signs at the expiration or termination of this lease and restore the affected area to its original condition.

**8.3** Tenant shall not install any equipment which will or may necessitate any changes, replacements or additions to, or in the use of, the heating, ventilating or air-conditioning system or electrical system of the Premises or the Project without first obtaining the prior written consent of Landlord. Landlord shall have the right at any time to limit the weight and prescribe the position of safes and other heavy equipment or fixtures.

**8.4** Any and all damage or injury to the premises or the Project caused by moving the property of Tenant in or out of the Premises, or due to the same being on the Premises shall be repaired by, and at the sole cost of, Tenant.

**8.5** Landlord and Tenant acknowledge that Tenant will make substantial improvements to the Premises consistent with its use of the Premises for classroom space, at an estimated project cost of approximately \$700,000. Reimbursement to Landlord by Tenant for all project costs to the Premises will be made within 45 days of receipt of invoice. Landlord agrees that if it terminates the lease before June 30, 2022, that on or before the effective date of termination Landlord will pay Tenant one tenth (1/10) of project costs multiplied by the number of years remaining in the lease term. For example, if project costs are \$700,000 and Landlord terminates the Lease effective on June 30, 2018, it will pay \$280,000 to Tenant on or before the date of termination.  $(700,000/10*4=280,000)$ .

## **9. RIGHT OF ENTRY:**

**9.1** Tenant will permit Landlord, or its representative, to enter the Premises, to examine, inspect and protect the Premises, and to make such alterations, renovations restorations and/or repairs as in the judgment of Landlord may be deemed necessary or desirable for the Premises, for any

other premises in the Project, or the Project itself (including access to distribution systems above the ceiling of the Premises), or to exhibit the same to prospective tenants during the last 180 days of the Term of this Lease or during any period Tenant is in default hereunder, or to prospective purchasers or lenders at any time. Landlord shall use reasonable efforts to not unreasonably interfere with the conduct of Tenant's business, but Landlord shall in no event be liable to Tenant for any damages in connection with such entry or installation.

**9.2** Landlord reserves the right to impose such security restrictions in the common areas as it deems appropriate.

#### **10. SERVICES AND UTILITIES:**

Landlord shall provide access to electric and telephone service in accordance with Landlord's electric and telephone service regulations in effect from time to time, and Tenant shall comply with such regulations. Landlord shall not be liable for, and there shall be no abatement of rent by reason of, failure to furnish, or for delay or suspension in furnishing, any services to be provided by Landlord, caused by breakdown, maintenance, repairs, strikes, scarcity of labor or materials, energy conservation, or causes beyond Landlord's control. Tenant shall conserve heat, air conditioning, water and electricity and shall use due care in the use of the Premises and of the public areas in the Project.

#### **11. WAIVER AND INDEMNITY:**

**11.1** Landlord (including its partners, officers, employees, agents and representatives) shall not be liable to Tenant, or those claiming by, through or under Tenant, for any injury, death or property damage occurring in, on or about the Project, except as a result of any negligence by Landlord. Without limitation of the foregoing, Landlord shall not be liable to Tenant for any, and Tenant hereby releases Landlord from all damage, compensation or claims arising from: loss or damage to books, records, files, money, securities, negotiable instruments or other papers in or about the Premises; the necessity of repairing any portion of the Project or the amenities within or without the Project; the interruption in the use of the Premises; accident or damage resulting from the use or operation by Landlord, Tenant, or any other person or persons whatsoever of elevators, or heating, cooling, electrical or plumbing equipment or apparatus; any fire, robbery, theft, or any other casualty; any leakage or bursting of pipes or water vessels or any roof or wall leakage, in any part or portion of the Premises or the Project; water, rain, snow or underground water that may leak into, flow on, or flow from, any part of the Premises or the Project.

**11.2** Tenant shall indemnify and save Landlord harmless, except as a result of any negligence by Landlord, from and against all liabilities, obligations, damages, fines, penalties, claims, demands, costs, charges, judgments and expenses, including, but not limited to, reasonable architects and attorneys' fees, which may be imposed upon or incurred or paid by or asserted against Landlord, the Property or any interest therein by reason of or in connection with any of the following occurring during the term of this Lease: (i) Any alterations in or to the Premises (ii) The use, non-use, possession, occupation, condition, operation, maintenance or management of the Premises; (iii) Any negligent or tortious act on the part of Tenant or any of its agents, contractors, servants, employees, licensees invitees; (iv) Any accident, injury, death or damage

to any person or property occurring in or on the Premises; and (v) Any failure on the part of Tenant to perform or to comply with any of the covenants, agreements, terms to, provisions, conditions or limitations contained in this Lease on its part to be performed or complied with. Nothing contained in Section 12.2 shall be deemed to require Tenant to indemnify Landlord to any extent prohibited by law.

## **12. INSURANCE:**

**12.1** Tenant agrees to purchase, in advance, and to carry in full force and effect the following insurance:

- (a) "Special" property insurance covering the full replacement value of all of Tenant's leasehold improvements, trade fixtures and personal property within the Premises.
- (b) Comprehensive general public liability insurance covering all acts of Tenant, its employees, agents, representatives and guests on or about the Premises, containing a contractual liability endorsement, in a combined single limit in an amount equal to the liability limits imposed on Tenant by Minnesota Statute 466.04 not to exceed \$1,000,000, and written on an "occurrence" basis.

**12.2** All of Tenant's insurance shall name Landlord as an additional insured and shall provide for 30 days written notice to Landlord prior to cancellation, non-renewal or material modification. Certificates of all such insurance shall be delivered to Landlord prior to occupancy of the Premises by Tenant and at least thirty days prior to the termination date of any existing policy. Such insurance may be in the form of blanket or umbrella policies so long as the Premises are specifically designated therein.

**12.3** Landlord agrees to purchase in advance, and to carry in full force and effect the following insurance:

- (a) "Special" property insurance coverage on the Project, exclusive of Tenant's leasehold improvements, in such amount as Landlord deems prudent.
- (b) Commercial general liability insurance covering the Project, in a combined single limit amount of not less than \$1,000,000, and written on an "occurrence" basis.

## **13. WAIVER OF CLAIMS AND SUBROGATION**

Notwithstanding any other provision in this Lease to the contrary, Landlord and Tenant hereby release one another from any and all liability or responsibility (to the other or anyone claiming through or under them by way of subrogation or otherwise) for any loss or damage covered by property insurance or coverable by a customary policy of the insurance required by Section 13.1(a) or 13.3(a) hereof (whichever is applicable), even if such loss or damage shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible.

**14. FIRE OR OTHER CASUALTY:**

If the Premises or the Project shall be partially damaged by fire or other cause Landlord shall at its option either (a) undertake to restore such damage with all due diligence, or (b) in the event the Premises or the Project are damaged by fire or other cause to such extent that damage cannot, in Landlord's sole judgment, be economically repaired within 90 days after the date of such damage (taking into account the time necessary to effectuate a satisfactory settlement with any insurance company and using normal construction methods without overtime or other premium), terminate this Lease, by notice given to Tenant within 60 days after the date of the damage. Any termination hereunder by reason of damage to the Premises shall be effective as of the date of the damage. Any termination by reason of damage to the Project but not the Premises shall be effective as of the date notice is given. If Landlord elects to restore, Landlord shall not be obligated to restore any improvements in the Premises which were not owned and constructed by Landlord. Upon substantial completion by Landlord of its work, Tenant shall undertake to restore its leasehold improvements and trade fixture with all due diligence. This Lease shall, unless terminated by Landlord pursuant to this Section 19, remain in full force and effect following such damage, and, in the case of damage to the Premises, the Base Rent and additional rent, prorated to the extent that the Premises are rendered untenable, shall be equitably abated until such repairs are completed; provided, however, that if Tenant does not restore its leasehold improvements and trade fixtures with due diligence, abatement shall cease as of the date restoration could have been completed using due diligence.

**15. CONDEMNATION:**

If the whole or any substantial part of the Premises shall be taken or condemned or purchased under threat of condemnation by any governmental authority, then the Term of this Lease shall cease and terminate as of the date when the condemning authority takes possession of the Premises and Tenant shall have no claim against the condemning authority, Landlord or otherwise for any portion of the amount that may be awarded as damages as a result of such taking or condemnation or for the value of any unexpired term of this Lease; provided, however, that Landlord shall not be entitled to any separate award made to Tenant for loss of business or costs of relocation. In the event part of the Project, but not the Premises, is condemned to the extent that the Project cannot, in Landlord's sole judgment, be economically restored within a reasonable time, Landlord shall have the option by notice given to Tenant within 90 days after the date the condemning authority takes possession to terminate this Lease as of the date of such possession.

**16. SECURITY INTEREST**

Tenant hereby grants to Landlord a lien and security interest under the Uniform Commercial Code in all property of Tenant now or hereafter placed on the Premises, including but not limited to leasehold improvements, trade fixtures, furnishings and inventory. Tenant agrees to execute such financing statements as Landlord may from time to time request in order to perfect this security interest which shall be effective as of the Commencement Date. Landlord may at its election file a copy of this Lease as a financing statement. Landlord, as secured party, shall be entitled to all of the rights and remedies available to a secured party under the Uniform

Commercial Code.

**17. DEFAULT:**

**17.1** Any one of the following events shall constitute an Event of Default:

(i) Tenant shall fail to pay any monthly installment of Base Rent or additional rent as herein provided, and such default shall continue for a period of 15 days after the due date therefore;

(ii) Tenant shall violate or fail to perform any of the other conditions, covenants or agreements herein made by Tenant and such default shall continue for 15 days after notice from Landlord;

(iii) Tenant shall file or have filed against it or any guarantor of this Lease any bankruptcy or other creditor's action, or make an assignment for the benefit of its creditors.

**17.2** If an Event of Default shall have occurred and be continuing, Landlord may at its sole option by written notice to Tenant terminate this Lease. Neither the passage of time after the occurrence of the Event of Default nor exercise by Landlord of any other remedy with regard to such Event of Default shall limit Landlord's rights under this Section 18.2.

**17.3** If an Event of Default shall have occurred and be continuing, whether or not Landlord elects to terminate this Lease, Landlord may enter upon and repossess the Premises (said repossession being hereinafter referred to as "Repossession") by force, summary proceedings, ejectment or otherwise, and may remove Tenant and all other persons and property therefrom.

**17.4** From time to time after Repossession of the Premises, whether or not this Lease has been terminated, Landlord may, but shall not be obligated to, attempt to relet the Premises for the account of Tenant in the name of Landlord or otherwise, for such term or terms (which may be greater or less than the period which would otherwise have constituted the balance of the Term) and for such terms (which may include concessions or free rent) and for such uses as Landlord, in its uncontrolled discretion, may determine, and may collect and receive the rent therefore. Any rent received shall be applied against Tenant's obligations hereunder, but Landlord shall not be responsible or liable for any failure to collect any rent due upon any such reletting.

**17.5** No termination of this Lease pursuant to Section 18.2 shall relieve Tenant of its liabilities and obligations under this Lease, all of which shall survive any such termination or Repossession. In the event of any such termination or Repossession, whether or not the Premises shall have been relet, Tenant shall pay to Landlord the Base Rent and other sums and charges to be paid by Tenant up to the time of such termination or Repossession, and thereafter Tenant, until the end of what would have been the Term in the absence of such termination or Repossession, shall pay to Landlord, as and for liquidated and agreed current damages for Tenant's default, the equivalent of the amount of the Base Rent and such other sums and charges which would be payable under this Lease by Tenant if this Lease were still in effect, less the net

proceeds, if any, of any reletting after deducting all of Landlord's expenses in connection with such reletting, including, without limitation, all repossession costs, brokerage and management commissions, operating expenses, legal expenses, attorney fees, alteration costs, and expenses of preparation for such reletting. Tenant shall pay such current damages to Landlord monthly on the days on which the Base Rent would have been payable under this Lease if this Lease were still in effect, and Landlord shall be entitled to recover the same from Tenant on each such day. At any time after such termination or Repossession, whether or not Landlord shall have collected any current damages as aforesaid, Landlord shall be entitled to recover from Tenant, and Tenant shall pay to Landlord on demand, as and for liquidated and agreed final damages for Tenant's default, an amount equal to the then present value of the Base Rent and other sums or charges reserved under this Lease from the day of such termination or Repossession for what would be the then unexpired term if the same had remained in effect, said present value to be arrived at on the basis of a discount of four percent (4%) per annum.

**17.6** In addition to all other remedies of Landlord, Landlord shall be entitled to reimbursement upon demand of all reasonable attorney fees, a management fee charge of not less than \$300.00, and other costs incurred by Landlord in connection with any Event of Default.

**17.7** Landlord shall in no event be considered to be in default of Landlord's obligations hereunder until the expiration of a reasonable time after notice of default from Tenant.

**18. LANDLORD'S RIGHT TO CURE DEFAULT; LATE PAYMENT; BAD CHECKS:**

**18.1** If Tenant defaults in the making of any payment, or in the doing of any act herein required to be made or done by Tenant, or does or suffers any act prohibited herein, then Landlord may, but shall not be required to, make such payment or do such act, or correct any damage caused by such prohibited act and to enter the Premises as appropriate in connection therewith, and the amount of the expense thereof, if made or done so by Landlord, with interest thereon at the Interest Rate (as hereinafter defined) from the date paid by Landlord, shall be paid by Tenant to Landlord and shall constitute additional rent hereunder due and payable with the next monthly installment of rent; but the making of such payment or the doing of such act by Landlord shall not operate to cure such default or to stop Landlord from the pursuit of any remedy of which Landlord would otherwise be entitled.

**18.2** If any installment of rent is not paid by Tenant within fifteen days after the same becomes due and payable: (i) a late charge in the amount of \$25.00 per day shall become immediately due and payable as additional rent; and (ii) the unpaid balance due Landlord shall bear interest at the Interest Rate from the date such installment became due and payable to the date of payment thereof by Tenant, and such interest shall constitute additional rent hereunder which shall be immediately due and payable. The "Interest Rate" as used herein means the lesser of: the maximum rate permitted by law; and four (4) points over the rate of interest publicly announced from time to time by Wells Fargo Bank as its "prime-rate", "base rate" or "reference rate", (or if more than one exist, whichever is highest) each change in the interest rate hereunder to become effective on the date the corresponding change in such prime rate becomes effective.

**18.3** A bad check charge in the amount of \$100.00 shall become immediately due and payable

as additional rent on any rent check returned without being paid.

**19. WAIVER:**

No waiver by either party of any breach of any agreement herein contained shall operate as a waiver of such agreement itself, or of any subsequent breach thereof. No payment by Tenant or receipt by Landlord of a lesser amount than the monthly installments of rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or letter accompanying a check for payment of rent be deemed an accord and satisfaction, nor shall acceptance of rent with knowledge of breach constitute a waiver of the breach, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent, to terminate this Lease, to Repossess the Premises or to pursue any other remedy provided in this Lease. No re-entry by Landlord, and no acceptance by Landlord of keys from Tenant, shall be considered an acceptance of a surrender of the Lease.

**20. RULES AND REGULATIONS:**

Tenant shall use the Premises and the common areas of the Project in accordance with the terms of this Lease and such additional rules and regulations as may from time to time be reasonably made by the Landlord for the general safety, comfort and convenience of the owners, occupants and tenants of the Project, and Tenant shall use its best efforts to cause Tenant's customers, employees and invitees to abide by such rules and regulations.

**21. COVENANT OF QUIET ENJOYMENT:**

Landlord covenants that it has the right to make this Lease for the term aforesaid and covenants that if Tenant shall pay the rent and perform all of the covenants, terms and conditions of this Lease to be performed by Tenant, Tenant shall, during the Term hereby created, freely, peaceably and quietly occupy and enjoy the full possession of the Premises. The term "Landlord" as used in this Lease shall mean solely the owner of the Project and underlying land, or in the case of a sale-leaseback, the lessee of the underlying land, at the relevant time. The liability of the original Landlord and any successor Landlord under this Lease is limited to its interest in the Project.

**22. NO REPRESENTATIONS BY LANDLORD:**

Neither Landlord nor any agent or employee of Landlord has made any representations or promises with respect to the Premises or the Project except as herein expressly set forth, and no right, privileges, easements or licenses are acquired by Tenant except as herein expressly set forth. Tenant has no right to light or air over any premises adjoining the Project. The Tenant, by taking possession of the Premises, shall accept the same "as is" except as expressly provided in this Lease and such taking of possession shall be conclusive evidence that the Premises and the Project are in good and satisfactory condition at the time of such taking of possession.

**23. NOTICES:**

All notices or other communications hereunder shall be in writing and shall be hand delivered or sent by registered or certified first-class mail, postage prepaid, or by overnight air express service, (i) if to Landlord at the Landlord Address set forth on Item 7 of the Data Sheet, and (ii) if to Tenant, at the Premises, unless notice of a change of address is given pursuant to the provisions of this Section. The day notice is given by mail shall be deemed to be the day following the day of mailing.

**24. ESTOPPEL CERTIFICATES:**

Tenant agrees at any time and from time to time, upon not less than five days prior written notice by Landlord, to execute, acknowledge and deliver to Landlord or a party designated by Landlord a statement in writing (i) certifying that this Lease is unmodified and in full force and effect, or if there have been modifications, that the Lease is in full force and effect as modified and stating the modifications, (ii) stating the dates to which the rent and other charges hereunder have been paid by Tenant, (iii) stating whether or not Landlord is in default in the performance of any covenant, agreement or condition contained in this Lease, and, if so, specifying each such default (iv) agreeing that Tenant and Landlord will not thereafter modify the Lease without the approval of any mortgagee identified by Landlord, and (v) agreeing that, except for any security deposit required herein, Tenant shall not prepay any rent more than 30 days in advance, and (vi) such other matters relating to this Lease as may reasonably be requested. Any such statement delivered pursuant hereto may be relied upon by any owner of the Project, any prospective purchaser of the Project, any mortgagee or prospective mortgagee of the Project or of Landlord's interest, or any prospective assignee of any such mortgagee. Tenant acknowledges that failure to comply with this Section on a timely basis could result in loss of a favorable sale or financing and Tenant agrees to be liable for any consequential damages resulting from Tenant's breach hereunder.

**25. SURRENDER; HOLDING OVER:**

Upon the expiration of this Lease or the earlier termination of Tenant's right to possession, Tenant shall immediately vacate the Premises, remove all of its property therefrom and leave the Premises in the condition required by this Lease. Any property not removed shall be deemed abandoned, and Tenant shall be liable for all costs of removal. Should the Tenant continue to occupy the Premises, or any part thereof, after the expiration or termination of the Term, whether with or without the consent of the Landlord, such tenancy shall be from month to month and the monthly Base Rent and Additional Rent shall be twice that which would otherwise be payable under Section 4 of the Data Sheet. If Tenant's holdover is without the consent of Landlord, neither this Section nor the acceptance of any rent hereunder shall prevent Landlord from exercising any remedy to regain immediate possession of the Premises.

**26. ENERGY CONSERVATION:**

Wherever in this Lease any terms, covenants or conditions are required to be kept or performed by the Landlord, the Landlord shall be deemed to have kept and performed such

terms, covenants and conditions notwithstanding any act or omission of Landlord, if such act or omission is pursuant to any governmental regulations, requirements, directives or requests. Without limiting the generality of the foregoing, the Landlord may reduce the quantity and quality of all utility and other services and impose such regulations as the Landlord deems necessary in order to conserve energy.

27. MISCELLANEOUS:

- (a) This is a Minnesota contract and shall be construed according to the laws of Minnesota.
- (b) The captions in this Lease are for convenience only and are not a part of this Lease.
- (c) If more than one person or entity shall sign this Lease as Tenant, the obligations set forth herein shall be deemed joint and several obligations of each such party.
- (d) Time is of the essence.
- (e) The provisions of this Lease which relate to periods subsequent to the expiration of the Term shall survive expiration.
- (f) This Lease shall be binding upon and inure to the benefit of the parties hereto and, subject to the restrictions and limitations herein contained their respective heirs, successors and assigns.

IND. SCHOOL DISTRICT 191

By *Randee Clegg*  
Its Superintendent  
Date 4/18/2013

INT. SCHOOL DISTRICT 917

By *John M. Christensen*  
Its Superintendent  
Date 4/16/2013

TWA 12/30/21

Last Name	First Name	Position/Title	Assignment	Start Date	End Date	Total # of Hours	Hourly Rate	Est. Total Amount
Burgio	Michael	SPED Teacher	Teacher	10/1/2021	6/30/2022	7	53.9	377.3
Manninen	Melanie	BCBA	Extra Duty	10/1/2021	6/30/2022	7	51.05	357.35
Newquist	Matthew	BCBA	Extra Duty	10/1/2021	6/30/2022	7	48.21	337.47
Petersen	Jennifer	Mental Health Practitioner	Extra Duty	10/1/2021	6/7/2022	13	56.19	730.47
Domally	Latricia	SPED Teacher	Teacher	10/4/2021	11/2/2021	20	29.09	581.8
Drobney	Ashley	Student Assistant	SA	10/4/2021	6/2/2022	1057	18.95	20030.15
Henry	Kathleen	Mental Health Practitioner	Extra Duty	10/4/2021	11/2/2021	5	40.75	203.75
Johnson	Brecken	Classroom Assistant	CA	10/4/2021	12/1/2021	10	18.95	189.5
Peterson	Caroline	DHH - Teacher	Extra Duty	10/4/2021	6/10/2022	17	28.93	491.81
Tendrich	Sonia	DHH - Teacher	Extra Duty	10/4/2021	6/10/2022	51	47.26	2410.26
Kurten	Carol	Program Assistant	Extra Duty	10/5/2021	10/8/2021	8	24.63	197.04
Boston	Daniel	Social Worker	Extra Duty	10/6/2021	10/12/2021	4	38.97	155.88
Retzlaff	Billie	BCBA	Extra Duty	10/7/2021	10/7/2021	1	45.38	45.38
Last	Charity	Program Assistant	Extra Duty	10/8/2021	3/5/2022	51	18.54	945.54
Moon	Heather	Student Assistant	Extra Duty	10/8/2021	3/5/2022	51	18.95	966.45
Armstrong	Laura	Social Worker	Extra Duty	10/11/2021	11/15/2021	10	51.05	510.5
Bistodeau	Stephanie	Classroom Assistant	Extra Duty	10/11/2021	11/5/2021	15	20.52	307.8
Kath	Tanya	Classroom Assistant	Extra Duty	10/11/2021	11/15/2021	10	19.79	197.9
Thill	Mandi	SPED Teacher	Extra Duty	10/11/2021	11/5/2021	15	27.03	405.45
Buttedal	Alexandra	SPED Teacher	Extra Duty	10/12/2021	6/30/2022	7	32.69	228.83
Knutson	Shanna	Psychologist	Extra Duty	10/12/2021	6/30/2022	7	61.75	432.25
Blasack	Mary	Health Associate	Nurse	10/25/2021	11/29/2021	10	25.17	251.7
Ho	Melissa	Nurse	Extra Duty	10/25/2021	10/28/2021	7.5	35.08	263.1
Nagy	Jo Ann	Nurse	Extra Duty	10/25/2021	10/25/2021	3.5	31.02	108.57
Priebe	Cally	Health Associate	Extra Duty	10/25/2021	10/25/2021	3.5	29.42	102.97
Proulx	Kelli	PHD Teacher	Extra Duty	10/25/2021	11/30/2021	80	53.6	4288
Sixl	Susanne	Health Associate	Extra Duty	10/25/2021	10/25/2021	3.5	30.18	105.63
Greengo	Pam	Health Associate	Extra Duty	10/26/2021	10/26/2021	3.5	33.2	116.2
Traynor	Anita	Health Associate	Extra Duty	10/26/2021	10/26/2021	3.5	30.95	108.33
Willford	Lois	Health Associate	Extra Duty	10/26/2021	10/26/2021	3.5	30.18	105.63
Kaufman	Amy	Vision-TVI	Extra Duty	10/27/2021	6/10/2022	12	59.59	715.08
Stoesz	Heather	SLP - Speech Language P	Extra Duty	10/27/2021	6/10/2022	132	55.63	7343.16
Baker	Breanna	Nurse	Extra Duty	10/28/2021	10/28/2021	3.5	29.27	102.45
Bauer	Carie	Health Associate	Extra Duty	10/28/2021	10/28/2021	3.5	35.7	124.95
Floyd	Becky	Health Associate	Training	10/30/2021	11/6/2021	3.5	29.42	102.97
Gernes	Richelle	Admin. Assistant	Extra Duty	11/1/2021	6/10/2022	160	25.37	4059.2
Johnson	Cora	Classroom Assistant	CA	11/1/2021	12/31/2021	20	18.54	370.8
Lamphere	Anna	Mental Health Practitioner	Extra Duty	11/1/2021	6/9/2022	30	53.6	1608

Anderson	Nicole	Program Assistant	Extra Duty	11/2/2021	11/2/2021	1.5	19.79	29.69
Harrison	Kent	SPED Teacher	Extra Duty	11/2/2021	12/31/2021	30	53.03	1590.9
Lawrence	Mary	Student Assistant	CA	11/5/2021	11/5/2021	6	19.79	118.74
Bistodeau	Stephanie	Classroom Assistant	Extra Duty	11/11/2021	11/16/2021	1.5	20.52	30.78
Freeberg	Marty	Classroom Assistant	Extra Duty	11/11/2021	11/11/2021	7.5	18.54	139.05
Joubert	Monica	SPED Teacher	Teacher	11/15/2021	6/10/2022	165	27.03	4459.95
Engel	Katherine	Physical Therapist	Extra Duty	11/17/2021	2/28/2022	50	56.75	2837.5
Fischer	Jordan	Student Assistant	SA	11/17/2021	12/31/2021	861	18.95	16315.95
Nitcher	Kimberly	SLI - Interpreter	Extra Duty	11/18/2021	6/10/2022	5	27.01	135.05
Bruels	Katelyn	Student Assistant	SA	12/8/2021	12/8/2021	7.5	18.54	139.05
Bruels	Katelyn	Student Assistant	SA	12/13/2021	6/8/2022	817.5	18.54	15156.45
Moon	Heather	Student Assistant	SA	12/13/2021	12/31/2021	817.5	18.95	15491.63
Richter	Jessica	Social Worker	Extra Duty	12/15/2021	6/9/2022	6	32.69	196.14
Baker	Kristin	SPED Teacher	Teacher	12/16/2021	12/16/2021	1.5	51.05	76.58
Jonasen	Jana	SPED Teacher	Teacher	12/16/2021	12/16/2021	1.5	33.83	50.75
Wendel	Shannon	SPED Teacher	Teacher	12/16/2021	12/16/2021	1.5	55.1	82.65
Wilkin	Christina	SPED Teacher	Teacher	12/16/2021	12/16/2021	1.5	33.83	50.75
Fischer	Jordan	Student Assistant	CA	12/22/2021	12/22/2021	7.25	18.95	137.39
Freeberg	Marty	Classroom Assistant	Extra Duty	1/21/2022	3/5/2022	25.5	18.54	472.77
Kneer	Amber	Program Assistant	Extra Duty	10/12/0021	6/3/2022	7	23.22	162.54
Zickrick	Mike	SPED Teacher	Extra Duty	10/12/0021	6/30/2022	7	53.6	375.2
							Total Secondary Quarter:	108029.13
							Total First Quar	817,321.93
							YTD Total	925,351.06

**Intermediate School District 917  
Accounts Receivable Aged Report As of 12/15/21**

<b>Member Districts</b>	<b>31-60 Days</b>	<b>61-90 Days</b>	<b>Over 90 Days</b>	<b>Totals</b>
Special District 6	\$ -	\$ -	\$ -	\$ -
ISD 191	\$ -	\$ -	\$ -	\$ -
ISD 192	\$ -	\$ -	\$ -	\$ -
ISD 197	\$ -	\$ -	\$ -	\$ -
ISD 199	\$ -	\$ -	\$ -	\$ -
ISD 200	\$ -	\$ -	\$ -	\$ -
ISD 271	\$ -	\$ -	\$ -	\$ -
<b>Totals</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>All Others</b>				
MDE	\$ -	\$ -	\$ 668,080.19	\$ 668,080.19
Misc employee receivables	\$ -	\$ -	\$ 4,437.92	\$ 4,437.92
ISD 196	\$ -	\$ -	\$ -	\$ -
ISD 625	\$ -	\$ -	\$ -	\$ -
<b>Totals</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 672,518.11</b>	<b>\$ 672,518.11</b>
<b>Grand Total</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 672,518.11</b>	<b>\$ 672,518.11</b>
<b>Total Receivables</b>				<b>\$ 3,717,889.63</b>

**AGREEMENT**

between

**INTERMEDIATE SCHOOL DISTRICT NO. 917**

and

**EDUCATION MINNESOTA  
INTERMEDIATE SCHOOL DISTRICT 917  
LOCAL 3904**

representing  
the  
Teachers  
of the School District

**Effective July 1, ~~2019~~ 2021, through June 30, ~~2021~~ 2023**

**Board Approved January 3, 2022 ~~December 3, 2019~~**

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# AGREEMENT

## ARTICLE I PURPOSE

Section 1. Parties: THIS AGREEMENT, entered into between the school board of Intermediate School District 917, Rosemount, Minnesota (hereinafter referred to as the school board or school district) and Education Minnesota, Intermediate School District 917, Local 3904 (hereinafter referred to as the exclusive representative or Local 3904) 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 the employees, as defined in Article III of this Agreement, during the duration of this Agreement.

## ARTICLE II RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: In accordance with the PELRA, the school district recognizes Education Minnesota, Intermediate School District 917, Local 3904 as the exclusive representative of employees employed by the school district, as defined in Article III of this Agreement, 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 exclusive representative shall represent all of the employees of the school district as defined in this Agreement and in PELRA.

Section 3. Exclusive Representative Leave Time: When negotiating sessions are scheduled between the exclusive representative and the school district or with the state mediator during school hours, two members of the employees' negotiating team will be released from their regular teaching responsibilities for this purpose without any loss of salary. The remainder of the employees' negotiating team will be released without loss of pay with Local 3904 reimbursing the school district at the regular daily substitute employee rate of pay. If a substitute employee is not hired, Local 3904 will be charged for any other costs incurred by the school district up to the regular daily substitute employee rate of pay. When an employee is being warned, reprimanded, or disciplined for any infraction of rules or failure to make adequate progress on a performance improvement plan, leave for employee representation will be on an as need basis at the expense of the school district. Whenever possible, such meetings will be held after student contact time but during regular duty hours.

At the beginning of each school year, Local 3904 shall be credited with forty (40) hours to be used at the discretion of the Local for the purpose of conducting its duties as exclusive representative. Local 3904 has the option of purchasing additional days at the regular daily substitute employee rate of pay as agreed between the parties. In the case that a substitute

employee is not hired, Local 3904 will be charged for any costs incurred by the school district up to the regular daily substitute employee rate of pay. Local 3904's president will notify the superintendent of his/her designee at least three (3) working days prior to the date of intended leave. The superintendent may waive the three (3) day notice.

### ARTICLE III DEFINITIONS

Section 1. Terms and Conditions of Employment: Terms and conditions of employment shall mean the hours of employment, the compensation therefor including fringe benefits except retirement contributions or benefits other than employer payment of, or contributions to, premiums for group insurance coverage of retired employees or severance pay, and the employer's personnel policies affecting the working conditions of the employees. In the case of professional employees, the term does not mean educational policies of a school district. The terms in both cases are subject to the provisions of Minn. Stat. § 179A.07 regarding the rights of public employers and the scope of negotiations. Also included in the terms and conditions of employment regarding resignation and contract release are the timelines described in Minn. Stat. 122A.40, subd. 7.

Section 2. Employee: All employees employed by the school district in a position for which the person must be licensed by the appropriate state licensing agency, including all employees employed by the school district in a position of teacher as defined in Minn. Stat. § 179A.03, Subd. 18, which include physical therapist, occupational therapist, art therapist, music therapist, speech language pathologist, audiologist, licensed school nurse, licensed school social worker, school psychologist, **mental health professional**, and mental health practitioner, but excluding the following: superintendent, business manager, directors, coordinators, and supervisors, who devote more than fifty percent (50%) of their time to administrative or supervisory duties, confidential employees, supervisory employees, essential employees, and such other employees excluded by law.

Section 3. 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 Local 3904.

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 board of such unit.

Section 3. Use of Communications Facilities: Local 3904 shall have the right to post notices of activities and matters of exclusive representative 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, and Inter-School Mail: Local 3904 shall have the right to usage of such school district buildings, equipment, facilities and inter-school mail as is permitted pursuant to school district policy, and under such conditions as set forth in school district policy.

Section 5. Dues Checkoff: Employees shall have the right to request and be allowed dues checkoff for the exclusive representative. The District agrees to deduct dues for membership in Local 3904 for any employee who has authorized such checkoff. Dues deductions will be made in equal amounts each regular salary check of the employee for eight (8) months, beginning in October and ending in May. One week prior to the October 15 payroll cutoff, the Local shall furnish the business office with a list of the appropriate deductions for each member. Deductions for employees employed after the commencement of the school year shall be appropriately prorated to complete payment by the following May. The dues checkoff authorization shall continue in effect until termination of the employee or of revocation by the employee. Revocation shall be in writing to the Local and allowed only during the window provided by Education Minnesota. The Local will notify the District if this window changes from the prior year by June 30. The District shall transmit the dues to Local 3904 monthly.

The District shall provide, in electronic form to the Local, the names, addresses, telephone numbers, District email addresses, birthdays, not including the year of birth, full-time equivalence (FTE) statuses, worksite locations, and assignments of all bargaining unit members employed. On request, The District shall provide the Local with a current bargaining unit list. Such requests shall be filled within five (5) workdays.

## ARTICLE V SCHOOL BOARD RESPONSIBILITIES

Section 1. Management Responsibilities: The exclusive representative recognizes the right and obligation of the school board to efficiently manage and conduct the operation of the school district within its legal limitations and with its primary obligations to provide educational opportunities for students of the school district and the State of Minnesota.

Section 2. Effect of Laws, Rules and Regulations: The exclusive representative recognizes that all employees covered by this Agreement shall perform the teaching and nonteaching

services prescribed by the school board and shall be governed by the laws of the State of Minnesota, and by school board rules, regulations, policies, directives, and orders issued by properly designated officials of the school district. The exclusive representative also recognizes the right, obligation and duty of the school board and its duly designated officials to promulgate rules, regulations, policies, directives and orders from time to time as deemed necessary by the school board insofar as such rules, regulations, policies, 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.

## ARTICLE VI HOURS OF SERVICE - LENGTH OF SCHOOL YEAR

Section 1. Duty Week: The basic work week, inclusive of a duty-free lunch, shall be forty (40) hours for regular full-time employees as scheduled by the school district. The duty day shall consist of not more than six (6) hours of student contact time. The remainder of the workday shall be for other professional activities. No employee shall be assigned a duty day other than consecutive hours of employment, except by agreement between the individual employee and the school district. Part-time employees may be employed for a lesser number of hours as determined by the school district.

Section 2. Preparation time: Within a full-time student contact day an employee's schedule shall include 45 minutes of daily preparation time. Preparation time will be scheduled in no less than 30-minute increments except as noted in item A below. Part-time instructional staff shall be assigned preparation time on a pro rata basis. Preparation time will be accommodated in the following manner for DCALS staff:

- a. DCALS career and technical staff preparation time will be from 9:55 AM to 10:15 AM and 25 minutes before student contact and 25 minutes after student contact.
- b. DCALS alternative learning center staff will have a minimum of 45 minutes of preparation time identified within the daily schedule of student classes.

Exceptions to the scheduling of preparation time may be made by mutual agreement, in writing, between the school district and Local 3904. The loss of preparation time due to an assigned duty shall be compensated at the employee's salary schedule hourly rate.

Section 3. Duty Free Lunch: In the event, because of scheduling complications, an employee is assigned by the school district to duties during their 30-minute duty-free lunch period, the employee shall be reimbursed at the employee's salary schedule hourly rate for the time assigned.

Section 4. Additional Duties: In addition to the basic school day, employees shall be required to reasonably participate in school activities beyond the employee's basic day as is required by the school district or its designated representative. The normal duties for employees include a reasonable share of co-curricular and supervisory activities, as determined by the school district.

Section 5. Employee Duty Days: The school board shall, prior to April 15 of each year, establish the number of school days and employee duty days for the next school year, and the employee shall perform services on those days as determined by the school board, including those legal holidays on which the school board is authorized to conduct school, and pursuant to such authority has determined to conduct school. The calendar shall include no less than 173 and no more than 175 student contact days for both secondary and special education employees.

Section 6. Duty Year - Regular Employees: Except for employees as described in Section 7 hereof, the basic duty year for regularly contracted full-time employees, upon which the employee's annual salary is based shall be 187 duty days for employees who are in their first year of employment with 917, 186 duty days for employees who are in their second year of employment with 917 and 185 duty days for remaining employees.

Section 7. Extended Duty Days: Certain positions require varying extended time assignments for full-time employees, from year to year, beyond the regular 185- to 187-day duty year defined in the contract agreed to by the school board and Local 3904. Such extended time may be required by the school district for certain positions as follows:

#### POSITION DUTY YEAR

- a. Dakota County Juvenile Services Center Employee (up to 222 days).

The above-mentioned teaching staff shall have the option of taking five consecutive teaching days as unpaid non-duty days during any school year. The administration will establish the procedures for requesting these days and the parameters to be used for approval.

Section 8. Noninstructional and Nonsupervisory Duty: The District will at times need to ask a teacher to complete a task that is not directly related to classroom instruction, student

supervision, or professional development. A good example of this type of a task is moving their instructional supplies and their professional equipment from one space to another. When an employee is directed to move from one space to another the following expectations will be followed:

Subd. 1. If an employee volunteers to move from one space to another, then there is no additional compensation for them to complete their move.

Subd. 2. Compensation Options: If an employee is directed to move from one space to another, the program administrator will determine the most appropriate compensation option. Below are the two possible options:

- a. The affected teacher will be provided time without student contact during their already contracted time to complete the packing, unpacking, and light duty moving tasks. The teacher will be paid their hourly rate as they are already contracted to be working at that time. There will be no additional compensation beyond their hourly rate if the teacher performs the transfer related work during their contracted time.
- b. The affected teacher will be contracted to do the transfer-related moving work outside of their existing contracted time. In this circumstance, the teacher will be compensated for additional time at a rate of \$20.00 per hour.

Subd. 3. The time provided must be preapproved by a program administrator on a temporary work agreement by the employee's supervisor. The supervisor may approve up to four (4) hours for a move between two spaces in the same building, or up eight (8) for a move between spaces in two different buildings.

Section 9. Application: The parties further agree that extended duty day assignments beyond the regular duty year assignments, as provided in Section 7 hereof, shall be by Letter of Assignment. Such assignment shall not be subject to the continuing contract law (Minn. Stat. § 122A.40) nor unrequested leave of absence provisions as contained in Article X hereof. However, the provisions of Minn. Stat. § 122A.40 and Article X hereof shall be applicable to the employee's basic assignment during the traditional duty year.

Section 10. Part-time Employees: The school district reserves the right to contract employees for a lesser number of duty days or duty hours than provided in this Article, with a pro rata salary adjustment reflecting the particular lesser number of duty days or duty hours for such employee.

Section 11. Calendar Development: Prior to establishing the calendar as provided in Section 5 hereof, the school district will convene a Calendar Development Committee. The school board will appoint three (3) administrators representing secondary and special education and one (1) school board member to the committee. Local 3904 will appoint four (4) members

representing secondary and special education to the committee. The committee will develop calendar options for a common calendar for secondary and special education programs. The Calendar Development Committee's recommended options, including designated preparation time, will be presented for school board consideration at the April board meeting.

Section 12. 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 school calendar, 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 board 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 exclusive representative the opportunity to meet and confer on such matters.

ARTICLE VII  
BASIC SALARIES

Section 1. Rates of Pay for Regular Duty Year: 187 Duty Days for employees who are in their first year of employment with 917; 186 Duty Days for employees who are in their second year of employment with 917; 185 Duty Days for remaining employees:

Subd. 1. ~~2019-2020~~ **2021-2022** Rates of Pay: The wages and salaries reflected in Salary Schedule A, attached hereto, shall be effective for the ~~2019-2020~~ **2021-2022** school year, subject to the provisions of Subd. 3 hereof, and eligible employees shall be placed on the 15-step conversion schedule as agreed upon between the bargaining unit and the District, at a salary greater than the employee's current salary, for the ~~2019-2020~~ **2021-2022** school year. New non-degreed hires shall have initial placement based upon training and experience.

Subd. 2. ~~2020-2021~~ **2022-2023** Rates of Pay: The wages and salaries reflected in Salary Schedule B, attached hereto, shall be effective for the ~~2020-2021~~ **2022-2023** school year, subject to the provisions of Subd. 3 hereof, and eligible employees shall advance one step on the salary schedule for the ~~2020-2021~~ **2022-2023** school year over their prior year's placement.

Subd. 3. Status of Salary Schedules: The salary schedules shall not be construed as a part of an employee's continuing contract. In the event a successor agreement is not entered into prior to July 1, ~~2021~~ **2023**, an employee shall be compensated according to the ~~2020-2021~~ **2022-2023** salary until such time that a successor agreement is executed.

Subd. 4. Longevity: Employees shall receive a longevity stipend beyond the salaries delineated in Schedules A and B as follows:

	<del>19/20</del> <b>21-22</b>	<del>20/21</del> <b>22-23</b>
Beginning in the 16-17 years of employment in the district	<del>\$1,000</del> <b>\$1,700</b>	<del>\$1,000</del> <b>\$2,200</b>
Beginning in the 18-20 years of employment in the district	<del>\$1,500</del> <b>\$2,300</b>	<del>\$1,500</del> <b>\$2,800</b>
Beginning in the 21-25 years of employment in the district	<del>\$3,000</del> <b>\$3,900</b>	<del>\$3,000</del> <b>\$4,400</b>
Beginning at 26+ years of employment in the district	<del>\$4,000</del> <b>\$5,000</b>	<del>\$4,000</del> <b>\$5,500</b>

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.

Subd. 5. Withholding of Salary Increases: An individual employee's advancement on the salary schedule is subject to the right of the school district to withhold increments, lane changes, or other salary increases for grounds as described in Minn. Stat. § 122A.40, Subd. 9 (a) through (d) or Minn. Stat. § 122A.40, Subd. 13 (1) through (6). An action withholding a salary increase shall be subject to the grievance procedure.

Subd. 6. Step Advancement: Employees must be employed in an assignment with a minimum of 740 hours in order to be eligible to receive a year of credit for purposes of step advancement.

Subd. 7. Lane Advancement: Employees shall advance on the salary schedule as follows:

- a. Grade and Credits: To apply on the salary schedule, all credits beyond the bachelor's degree must be graduate credits and carry a grade equivalent of B or higher. If a course is offered only with a pass or no pass grade, such pass grade shall be deemed equivalent to a "B". Courses must include methods of direct contact between a college or university faculty person and the employee. Such methods can include e-mail, telepresence, blogs, etc.
- b. Prior Approval: All credit hours, in order to be considered for

application on the salary schedule, must be approved by the superintendent or his/her designee in writing prior to the taking of the course.

- c. Advanced Degree Program: An employee shall be paid on the master's degree lane or specialist's degree lane only if the degree program is germane to the teaching assignment as approved by the superintendent or his/her designee and the degree program is approved in writing by the superintendent or his/her designee in advance.
- d. Application: Credits to apply to lanes beyond a particular degree lane, must be earned subsequent to the earning of the degree, and must be taken at an accredited college or university.
- e. Exception: An employee must have a master's degree to advance to the MA or higher lane. However, in special circumstances where a traditional master's degree is not available or not applicable to the employee's assignment, the superintendent may, at his sole discretion, recognize supplemental credits amounting to a BA 40 to qualify for placement on the master's degree lane. Such exception shall not apply beyond the MA lane. The exercise of the superintendent's discretion as provided herein is not subject to the arbitration step of the grievance procedure.
- f. Definition: Reference to credits in this section shall mean semester credits.
- g. Superintendent Review: In the event of a negative ruling by a designee on credit or degree request, upon request of the employee, the superintendent shall review such decision. The decision of the superintendent shall be final and shall not be subject to the grievance procedure.
- h. Effective Date: Individual contracts will be modified to reflect qualified lane changes at the beginning of the school year or January 1 providing a transcript of qualified credits is submitted to the personnel office no later than September 15th or January 15th of each year. Credits submitted by transcript after September 15th or January 15th even though otherwise qualifying shall not be considered until the following period. If a transcript is not available by September 15th or January 15th,

other satisfactory evidence of successful completion of the course will be accepted pending receipt of the official transcript; however, any pay adjustment shall not be made until the official transcript is received. No more than two lanes changed will be permitted in one fiscal year (July 1 to June 30).

Subd. 8. Non-BA degreed Tier 2 License Lane Advancement: Employees' advancement on the salary schedule (referenced currently in Article VII, subd. 1) shall be achieved utilizing item a., item d., or a combination of a. and d., which follows:

- a. Article VII, Section 1, Subd. 7.b – (Credit hours for non-BA degreed employees may include undergraduate credits to a maximum of the BA+30 lane.)
- b. Article VII, Section 1, Subd. 7.g
- c. Article VII, Section 1, Subd. 7.h
- d. Lane changes for non-BA degreed employees will require 180 contact hours per lane change to BA+30 and 270 contact hours to move to or beyond the MA lane, with 120 hours as the maximum number of paid employment hours that may be used. The contact hours may be accomplished utilizing any of the following means:
  - (1) Industry Based Seminars and Training. Clock hours and contact hours granted on an hour per hour basis.
  - (2) Industry Skill-Based Certification: When an Industry Skill-Based Certification does not quantify number of contact clock hours, the employee requesting the lane change must submit a detailed explanation of the preparation necessary to receive this certification. The superintendent shall review the certification criteria and shall make the decision for approval, which shall not be subject to the grievance procedure.
  - (3) Paid Employment After Initial Placement: Employment outside of ISD 917 in either an instructional role or work environment which is representative of the trade being taught. In all cases, the outside experience must be related to the program in which the employee is teaching. This must be outside of the employee's normal teaching work hours or day, or through an industry leave. One week (40

hours) of preapproved work experience for purposes of improving instructional capabilities equals ten clock hours. To move to or beyond the MA lane, 120 hours is the maximum number of paid employment hours that may be used.

e. Procedure when non-degreed employee receives degree.

- (1) In the event that a non-degreed employee who has advanced in salary lanes in accordance with the provisions of Subd. 8 receives a baccalaureate degree, such employee shall, upon submission to the School District personnel office of a certified transcript indicating the awarding of a baccalaureate degree from an accredited college or university, advance one “step” in addition to any step increase that would normally accrue at the start of a new school year. Such change in lane shall occur in accordance with Article VII, Section 1, Subd. 7.h.
- (2) The current “lane” in which the newly degreed employee had previously been assigned shall remain the same. Any additional lane changes must be achieved through the earning of graduate level credits as described in Subd. 7 above and must total the current lane placement before the employee becomes eligible for a lane change. The provisions of Subd. 8, shall continue to apply to an employee as described in a. above.

**Subd. 9. Lane changes for Physical and Occupational Therapists, Audiologists, Mental Health Professionals, Speech Language Pathologists, and Licensed School Nurses:** In addition to the Lane Advancement procedures in Subd. 7, A through H, Physical and Occupational Therapists, Audiologists, Mental Health Professionals, Speech Language Pathologists, and Licensed School Nurses may apply to have Continuing Education Units (CEU) recognized for lane changes. The following procedures apply:

- a. CEU course work must be approved by the appropriate professional association.
- b. Physical and Occupational Therapists, Audiologists, Mental Health Professionals, Speech Language Pathologists, and Licensed School Nurses will use the same form as teachers to request prior approval for of credits (but in this case CEUs) to be used toward lane changes.

- c. **CEUs applied to this subdivision must be paid for by the Physical and Occupational Therapists, Audiologists, Mental Health Professionals, or Licensed School Nurses and not by the District.**
- d. **Fifteen (15) CEUs will equal one (1) semester credit of graduate work.**
- e. **Article VII, Section 1, Subd. 7, B, E, F, and H shall also apply to CEU recognition consideration.**

Section 2. Additional Duty Assignments: Instructors who accept assignments to sponsor and supervise a student club or organization or the Chair of the Relicensure Committee shall receive an annual stipend in addition to expenses incurred for travel, lodging, registration, and meals while attending the club or organization’s activity related events. The following is the stipend formula:

~~2019-2020 and 2020-2021~~ **2021-2022 and 2022-2023**

Sponsor/Supervise (students attend in-state events) Base Stipend = \$450  
 Sponsor/Supervise (students qualify and attend National Events)  
 additional stipend = \$900  
 Chair of the Relicensure Committee - \$450

Section 3. Trainer/Inservice Presenter: An employee who is assigned to train, teach, or otherwise inservice other staff members in addition to their regular job responsibilities shall be compensated at the hourly rate of the employee’s contract. If the training occurs during a time that the employee would otherwise be scheduled for their contracted duties, then this hourly compensation is in addition to their contracted pay. All such training assignments must be made in writing by the appropriate director, assistant director, principal, or by the superintendent.

The employee will be compensated at the hourly rate of the employee’s contract for preparation for the initial training only. For each professional development training presented, a teacher may be compensated up to one (1) hour of prep time for each one (1) hour of the length of the training session per fiscal year. The employee must provide documentation for time spent in preparation outside of the employee’s duty day.

Section 4. Extra Duty Hours: An employee who is assigned, required, or has prior approval to continue working beyond the basic work week, outside the regular duty day or on non-duty days shall be considered as working extra duty hours. Extra duty hours could include, but are not limited to, training sessions, in-service attendance, or student intake meetings. Extra duty hours will be compensated at the hourly rate pro rata of the employee’s contract. One hour of extra duty will be equal to one hour of pay.

Section 5. Special Assignments: An employee who is assigned additional work or a project of benefit to the District or who represents the District shall be considered on special assignment. Special assignments could include, but are not limited to, curriculum planning, standards

development, program planning/development, industry committee membership, or outside agency committee membership. Normal classroom preparation and other regular duties assigned to employees will not be considered special assignments. Special assignments will take place after the regular duty day and require pre-approval or assignment by a director. Compensation for special assignments will be at the hourly rate pro rata of the employee's contract. In the event that the District has secured a grant for some service or activity that provides for payment different from the special assignment rate specified herein, the rate specified by the grant shall control.

#### Section 6. Placement of New Employees:

Subd. 1. General Process: A new employee shall be placed on the lane of the salary schedule as covered by the rules as provided in Section 1 hereof and on such step as agreed between the new employee and the school district.

Subd. 2. Employee who has been a teacher in 917, returning to a teaching position: A person who has been employed as a teacher in ISD 917, who was previously employed for a number of years in a position that is not a teaching position, (a.) does not forfeit their previously earned seniority as a teacher, nor do they (b.) earn seniority in the teacher group while they are not in a teaching position. This process is used in determining teacher seniority used for seniority-based decisions such as unrequested leave.

Example A: Teacher A has five years of teaching seniority established in ISD 917; they move to a dean position for four years. If they return to a teaching position in ISD 917, they will be credited with five years of their previous seniority as a teacher.

Example B: Teacher B has five years of teaching experience in a different school district, and they are hired as a dean in ISD 917 and work as a dean for four years. If they move to a teaching position in ISD 917, their previous experience as a teacher in another district will not be counted as teaching seniority in ISD 917. They will be credited with zero years of teaching seniority in ISD 917.

Section 7. 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 pursuant to school district policy, which rate shall be not less than the State of Minnesota provides for state employees.

Section 8. Substitute Employees: A person employed during the school year as a replacement long-term substitute shall be paid a salary as agreed between that person and the school district, prorated to reflect the portion of the year for which hired. Additional information is included in Board Policy 456.

Section 9. Summer School Assignment: Notification shall be sent to instructors informing them of summer school or extended time dates and hours not later than May 1 of the current

contract year. Notification of selection to teach summer school or extended time assignments shall be sent to instructors by June 1 of the current contract year.

Section 10. Summer Assignment Compensation: Employees with summer assignments, except for extended employees as described in Article VI, Section 7 hereof, shall be compensated for such duties as assigned by the school district at the hourly rate pro rata of the employee's contract.

Section 11. School District Right: Nothing in this Article shall be construed to prohibit the school district from compensating an employee at a rate higher than that required by Section 1 of this Agreement.

Section 12. Part-time Employees: Part-time employees employed less than an average of fourteen (14) hours per week and 65 days per year shall be compensated at a rate not less than current school district policy.

Section 13. Substitute Employees: Substitute employees employed less than an average of fourteen (14) hours per week and 100 days per year shall be compensated at a rate not less than current school district policy.

Section 14. Lead Employees: In its discretion the school district may appoint one or more lead employees. In such event, the appointment shall be made for a one (1) year term only, and the school district may or may not renew such appointment in its discretion. In the event of such an appointment, the employee shall receive a stipend of \$3,000 per annum. A job description shall be promulgated by the school district and the school district shall meet and confer with Local 3904 prior to implementation of the job description.

Section 15. Reimbursement for Additional Certification: Assignments requiring licensure beyond or outside that required of teachers/PELSB will be awarded an annual stipend of \$250 to help offset their additional expenses for CEU's and/or certification and licensing fees. These assignments may include: audiologist; nurse; occupational therapist; orientation and mobility specialist; physical therapist; school psychologist; speech/language pathologist; mental health practitioner **professional**; and social worker.

## ARTICLE VIII 403B MATCHING CONTRIBUTION

Section. 1. Eligibility: To be eligible for the full contribution, an employee must be regularly employed in an assignment of at least 1110 hours during the contract year, and such benefits shall not apply to substitute employees. For employees employed in an assignment of less than 1110 hours, but at least 550 hours per year, the school district will make a contribution according to Section 2 below. To be eligible for a contribution under this Article, an employee must have completed one (1) year of employment. 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 year adding to the years of employment. To be eligible for the District match, an employee must have started their second continuous school year contract before the annual 403(b) open enrollment period.

Section. 2. Contribution: The school district will match the employee contribution up to a maximum as listed in the following schedule for full time employees, according to years of employment in the District. For eligible employees as defined in Section 1, employed less than full-time, the school district will make a 50% matching contribution, as listed in the following schedule.

Year of	19/20	20/21	19/20	20/21
Employment in the District	1110+hrs/yr		550-1109 hrs/yr	
2-4	\$200	\$360	\$100	\$180
5	\$400	\$560	\$200	\$280
6-9	\$700	\$860	\$350	\$430
10-15	\$900	\$1060	\$450	\$530
16-20	\$1100	\$1260	\$550	\$630
21+	\$1300	\$1460	\$650	\$730

Years of Continuous Employment in the District	2021-2022 and 2022-2023	
	1110+ hr/yr	550-1109 hr/yr
1 to 4	\$360	\$180
5 to 9	\$860	\$430
10 to 15	\$1,060	\$530
16 to 20	\$1,260	\$630
21+	\$1,460	\$730

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 403(b) 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, in any event, shall not exceed the employee's matching contribution within the limitations of this Article.

Section 6: Approved Vendors:

VALIC (formerly AIG Retirement)  
403(b) and Roth 403(b) only

Ameriprise Financial Services, Inc.  
403(b) only

Educators Financial Services, Ins (ESI)  
403(b) and Roth 403(b) only

AXA Equitable Life Assurance  
403(b) and Roth 403(b) only

Fidelity Investments  
403(b) only for Plan Nbr 67451

Voya Financial (formerly ING – Aetna Life Insurance)  
403(b) only

Minnesota Deferred Comp. Plan  
457 only

Horace Mann Life Insurance  
403(b) only

Waddel & Reed  
403(b) and Roth 403(b) only

ARTICLE IX  
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: The school district, effective January 1, ~~2020~~ **2022**, shall contribute a sum not to exceed \$595 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 health and hospitalization plan. Any additional cost of the premium 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. Effective January 1, ~~2024~~ **2023**, the school district shall contribute a sum not to exceed \$595 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 health and hospitalization plan. Any additional cost of the premium 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. Family Coverage: The school district, effective January 1, ~~2020~~ **2022**, shall contribute a sum not to exceed \$1435 per month toward the cost of the premium for family coverage for each eligible employee employed by the school district who qualifies for and is enrolled in the school district's health and hospitalization plan and who qualifies for family coverage. Any additional cost of the premium 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 4. Effective January 1, ~~2024~~ **2023**, the school district shall contribute a sum not to exceed \$1435 per month toward the cost of the premium for family coverage for each eligible employee employed by the school district who qualifies for and is enrolled in the school district's health and hospitalization plan and who qualifies for family coverage. Any additional cost of the premium 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 4.

Subd. 3 Individual 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, ~~2020~~ **2022**, 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 ~~\$745~~ **\$755**. Effective, January 1, ~~2024~~ **2023**, 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 ~~\$755~~ **\$775**.

(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. 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, ~~2020~~ **2022**, 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 \$1600. Effective, January 1, ~~2024~~ **2023**, 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 \$1600.

(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 family coverage under the high deductible coverage option of the school district's health and hospitalization plan amount equal to the total contribution identified in subsection (a) minus the HSA contribution identified in subsection (c) and the 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 enrolled in the family high deductible coverage. 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: The school district, effective, January 1, ~~2014~~ **2022**, shall contribute a sum not to exceed \$56 per month toward the cost of the premium for such 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. Any additional cost of the premium, shall be borne by the employee and paid by payroll deduction.

Subd. 2. Family Coverage: The school district, effective January 1, 2014 **2022**, shall contribute a sum not to exceed \$124 per month toward the cost of the premium for family coverage for each eligible employee employed by the school district who qualifies for and is enrolled in the school district's dental insurance plan and who qualifies for family coverage. 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 the premium for income protection insurance for each eligible employee. The income protection plan shall include the following:

- a. Benefits begin after ninety (90) calendar days of total disability.
- b. The monthly income benefit shall be 66-2/3 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 the life insurance premium for a \$100,000 term life insurance policy for each eligible employee. The value of this benefit will be included in the employee's taxable income as required by the Internal Revenue Code Section 79.

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 to herein and no claim shall be made against the school district as a result of a denial of insurance benefits by an insurance carrier, provided the employee has requested such insurance in writing and the superintendent has acknowledged receipt of such request in writing.

Section 7. Duration of Insurance Contribution: An employee is eligible for school district contributions as provided in this Article as long as the employee is employed by the school district. Upon termination of employment, all district participation and contribution shall cease, except as otherwise provided by law. Employees who work the full school year and resign effective at the end of the school year or are placed on unrequested leave of absence effective at the end of the school year, shall be eligible for school district contribution as provided in this article through the following August 31<sup>st</sup>.

Section 8. Eligibility: Insurance benefits as outlined in this Article shall apply only to employees regularly employed at least 1,110 hours per year and such benefits shall not apply to substitute employees. For employees employed less than 1,110 hours, but at least 550 hours per year, the school district will make a pro rata contribution.

ARTICLE X  
LEAVES OF ABSENCE

Section 1. PTO Leave: Personal Time Off (PTO) is defined as absence used for illness, bereavement, adoption, religious holidays, personal use and paid childcare leave. Personal Time Off does not include such absences as jury duty (Section 4) and unpaid childcare leave.

Subd. 1. All full-time employees as defined in Article III, Section 2, shall be credited with thirteen (13) days of Personal Time Off (PTO) per contract year. The credit shall be made at the beginning of each school year. Part-time and job share employees shall accrue PTO days on a pro-rata basis. **Employees who take medical or parental leave of absence, under this article, shall retain their number of PTO and sick leave days up to the date of the employee's leave for use during the employee's leave of absence and accrual will continue so long as the employee is using paid leave. No additional PTO days shall accrue for the period of time that the employee is on unpaid leave.** If an employee leaves the District having used more PTO days than he/she earned, the District shall reduce the employee's final paycheck for any unearned PTO days on a pro-rata basis.

Subd. 2. At the end of each contract year, unused PTO days will be processed as follows:

- a. If an employee's accrued sick leave balance equals forty-five (45) unused sick leave days or more as of the end of the contract year, then five (5) unused PTO days will be sold back at the rate of two hundred (\$200) per day (part-time employees will be prorated based on hours worked per week with 40 hours as the basis for full time). Any remaining PTO days beyond the five (5) days sold back will be added to each employee's previously accrued sick leave balance, except as provided below. In the event a PTO sell back is required under this paragraph and the employee's unused PTO balance at the end of the contract year is less than five (5) days, the amount of PTO sold will be equal to the employee's accrued PTO balance.
- b. Employees **hired prior to December 1 of the given contract year**, who have used five (5) or less PTO days at the end of each contract year shall receive a District contribution of two hundred **dollars** (\$200) in their name to the Minnesota State Retirement System (MSRS) Health Care Savings Plan.
- c. Employees who use six (6) or less PTO days at the end of each contract year are eligible to be granted up to five (5) consecutive days

of PTO leave in the next school year. This option may not be granted in consecutive school years.

Subd. 3. The first three (3) days used for illness each contract year will be deducted from that year's PTO days. Subsequent days used for illness will be deducted from an employee's accrued sick leave balance unless the employee wishes to have them taken from the current year's PTO days. An employee may use PTO days and accumulated sick leave for illness of the employee, and the employee's child under 18. For purposes of this subdivision, "child" includes stepchild, grandchild, biological, adopted, and foster child. The employee may also use PTO days and accumulated sick leave not to exceed twenty (20) days per 12-month period for illness of or injury to the employee's adult child, spouse, sibling, parent, grandparent, parent-in-law, or stepparent. In extenuating circumstances, an employee may make an additional request for use of Accumulated Sick Leave to the Superintendent/designee. Should the employee and their circumstance qualify for Family Medical Leave Act protection, the employee may be eligible for time-off beyond the twenty (20) days noted herein.

Subd. 4. 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 the attending physician indicating such absence was due to illness or disability. The District may require certification by the attending physician stating that the employee is in good health and able to resume the employee's duties upon return. In the event that a medical certification will be required, the employee will be so advised.

Subd. 5. In addition to other leaves and benefits provided for in this Continuing Bargaining Agreement, employees may take leaves under the provisions of all applicable state and federal laws, including the Family and Medical Leave Act. FMLA leaves shall run concurrently with any of the other leaves provided for in this Continuing Bargaining Agreement. Nothing in this contract shall be interpreted to diminish any benefit provided for in law, including those provided in the FMLA.

Subd. 6. To use PTO days without giving a reason for the absence, the employee must give at least a three (3) day notice and receive preapproval from their program administrator. For reasons of illness or bereavement, a three-day notice is not required. In the situation of a request for use of PTO with less than a three (3) day notice, an explanation of why a three (3) day notice was not possible and the reason for the absence is required. For reasons other than illness or bereavement, employees must receive pre-approval from their program administrator and the approving administrator will consider the safety and operational continuity of the program. In circumstances when the program cannot be safely and effectively operated without the teacher, the program administrator may deny the request for

use of PTO.

Subd. 7. PTO shall be granted in one-hour increments when no substitute is needed. If a substitute is needed, PTO shall be granted in ½ day or four-hour increments. PTO days typically shall not be granted for the day preceding or the day following holidays, vacation periods and the first ten (10) and the last ten (10) student contact days of the school year except for reasons of illness or bereavement. PTO days shall not be granted during parent conference days or inservice days except for reasons of illness or bereavement. PTO requests may be denied on a particular day if other employees in the same unit or educational site have already been granted PTO leave which would be disruptive to the functioning of the particular program. In addition, PTO will not be approved on any day for which the number of teachers at a building site requesting the use of PTO exceeds the number needed to safely and effectively operate the program.

Any exceptions to the expectations herein require the approval of the superintendent or their designee.

Subd. 8. No more than three (3) consecutive PTO days may be granted except for childbirth, adoption, absence due to extended illness, bereavement and as described in Section 1, subd. 2.c.

Subd. 9. An employee who is entitled to PTO leave pay, or has accumulated sick leave, who is then receiving Worker's Compensation, may not be paid PTO leave pay in an amount greater than the difference between such Worker's Compensation and the employee's basic salary. Under such circumstances, only that fraction of a PTO leave day not covered by Worker's Compensation insurance shall be deducted from accrued leave.

Subd. 10. Each school year, it shall be the option of each bargaining unit member to contribute one (1) accumulated PTO leave day to establish and maintain a paid sick leave bank up to 150 days. On or before June 1, the business office will electronically prompt bargaining unit members to indicate whether or not they wish to contribute to the sick leave bank. The paid sick leave bank shall be administered by the President of the Association and the Superintendent. ~~Paid sick leave days shall be available only for serious illness or injury of bargaining unit members who have exhausted all of their paid leave options.~~ **Paid sick leave days may be available for bargaining unit members or their immediate family members who have exhausted all their paid sick leave options.** No bargaining unit member may be granted from the pool of sick leave days more than is needed to become eligible for long-term disability. Eligibility decisions are not subject to the grievance procedures.

Subd. 11. A student related injury workers' compensation paid leave bank has been established by the District. The leave bank shall be administered by the President of the Association and the Superintendent. The student related injury workers' compensation paid 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. Requests for use of paid leave from the bank will not be done on ~~AESOP~~ **the absence tracking system** but will be made on the Employee Absence Report Form on the ISD 917 website in the section: For 917 Staff; District Forms; District, Business, and Employee Forms. Eligibility decisions are not subject to the grievance procedures.

Subd. 12. Employees who are assigned to an extended contract under Article VI, Section 7, Extended Duty Days, shall earn additional PTO 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). The additional PTO leave days earned will accrue to the employee in the following year. Additional time will be calculated to the closest ½ day, rounded up.

Subd. 13. Upon termination of an employee's employment for any reason, all PTO days and accumulated sick leave shall be immediately and automatically cancelled. If the employee is rehired within one year, the previously accumulated PTO days and accumulated sick leave shall be reinstated.

## 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 winter and spring breaks, summer, and weekends 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 PTO, sick leave, or unpaid time off are not be 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 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 school-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 in August of the next school year by April 1 of the leave

school year.

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. The School District may adjust the proposed beginning or end date of a parental leave to coincide with a natural break in the school year.

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

#### Section 4. Civic Duty/Military Leave

Subd. 1. Jury Duty: An employee summoned to serve on a jury shall 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 teacher 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 teacher 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 school year no later than April 1 of the leave school year. For leaves that do not end at the conclusion of a school year, 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.

## 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 PTO and sick leave days, experience credit for pay purposes, 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 PTO days, experience credit for pay purposes, 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 PTO and sick leave days, experience credit for pay purposes, 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 PTO days, experience credit for pay purposes, or other benefits shall accrue for the period that the employee is on unpaid leave.

Section 8. Seniority: For purposes of seniority standing, an employee on leave, pursuant to this Article, shall retain the employee's original seniority date during such leave of absence.

Section 9. Eligibility: Leave benefits as outlined in this Article shall apply only to employees regularly employed at least 185 days per year and at least forty (40) hours per week. Employees regularly employed for a lesser period of time, but at least an average of fourteen (14) hours per week and 65 days per year, shall be entitled to leave benefits on a pro rata basis. Employees employed less than an average of fourteen (14) hours per week and 65 days per year, shall not be eligible for the benefits of this Article.

## ARTICLE XI UNREQUESTED LEAVE OF ABSENCE

Section 1. Purpose: The purpose of this Article is to implement the provisions of Minn. Stat. § 122A.40, Subd. 10, which Article, when adopted, shall constitute a plan for unrequested leave because of discontinuance of position, lack of pupils, financial limitations or merger of classes caused by consolidation of districts.

Subd. 1. "Employee" means a continuing contract employee who is regularly employed at least an average of fourteen (14) hours per week and 65 days per year. An employee employed less than an average of fourteen (14) hours per week and 65 days per year and substitute employees shall not acquire seniority.

Section 2. Definitions:

Subd. 1. For purposes of this Article the terms defined shall have the meanings respectively ascribed to them.

Subd. 2. "Seniority or Seniority Date": For purposes of this Article, seniority means length of continuous service by a continuing contract employee commencing with the first day of employment in the school district. Probationary employees and substitute employees as defined in Minn. Stat. § 125.35, Subd. 5, are excluded. However, upon completion of the probationary period, an employee's seniority date shall relate back to the first day of employment. Leaves of absence approved by the school district shall not modify an employee's seniority date as defined herein.

Subd. 3. "Qualified – Employee”: For purposes of this Article, to be qualified for a position shall mean as follows:

- a. The employee holds a current license(s) for the position.
- b. The employee has taught within the particular licensure area, on regular assignment in School District 917, within the immediate past five (5) years.

### Section 3. Application:

Subd. 1. Seniority List: An updated seniority list shall be published no later than February 15 of each year. The list shall indicate the beginning employment date, licensure and current position(s). The list will be digitally posted and linked to the staff only access portion of the ISD 917 website under “For 917 Staff.” An email will be sent by the superintendent’s designee indicating to staff that the seniority list has been posted and Local 3904 shall be provided with a copy of the list.

Subd. 2. Ties in Seniority: In the event of a tie in seniority date, the tie shall be broken by lot.

Subd. 3. Grievability: A challenge to placement on the seniority list may be made in accordance with the grievance procedure in this contract.

Subd. 4. Removal from Seniority List: Employees resigning or terminated for cause shall be removed from the seniority list.

Subd. 5. No Break in Service: In determining the length of seniority, an employee whose employment has been legally terminated by resignation, or termination pursuant to Minn. Stat. § 122A.40 but whose employment was subsequently reinstated, by action of the school district and the employee, without interruption of regular service, shall retain his/her original seniority date.

### Section 4. Unrequested Leave of Absence:

Subd. 1. The school district may place on unrequested leave of absence, without pay or fringe benefits, such employees as may be necessary because of discontinuance of position, lack of pupils, financial limitations, or merger of classes. Such leave shall be effective no later than the close of the school year or at such earlier time as mutually agreed between the employee and the school district.

Subd. 2. Employees proposed to be placed on unrequested leave shall receive notice pursuant to Minn. Stat. § 122A.40:

Following School Board action on discontinued positions and School Board action proposing placement of teachers in unrequested leave of absence, each teacher proposed for placement on unrequested leave of absence shall receive notice of the proposed placement that:

- a. States the applicable grounds as provided in Minn. Stat. § 122A.40, Subd. 11 for the proposed placement;
- b. Provides notice to the teacher of their right to request a hearing on the proposed placement within 14 days from the receipt of the notice; and
- c. Provides notice to the teacher that failure to request a hearing will be deemed as acquiescence to the School Board's proposed placement action.

Subd. 3. An employee who has acquired continuing contract rights must not be placed on unrequested leave while Tier 1-licensed, Tier 2-licensed, or probationary teachers are retained in positions for which the teacher who has acquired continuing contract rights is licensed. Tier 3 and 4 continuing contract teachers shall be placed on unrequested leave of absence in inverse order of seniority providing the operation of inverse seniority order leaves remaining employees licensed and qualified as provided in Section 2 hereof to be assigned to the programs and course offerings of the school district. In the event of a staff reduction where the inverse operation of seniority would result in the remaining employees not being licensed or qualified as provided in Section 2 hereof for assignment to school district programs, the school district may deviate from inverse seniority and retain either junior or probationary employees in such number as necessary to staff said programs with licensed and qualified employees as defined in Section 2 hereof.

Subd. 4. Employees placed on such leave shall receive notice by June 1 of the school year prior to the commencement of such leave with reasons therefor. A hearing will be provided as set forth in Minn. Stat. § 122A.40 Subd. 14, if a written request for a hearing is received by the school board within fourteen (14) days after the employee received notice of proposed placement on unrequested leave of absence.

Subd. 5. Any employee placed on such leave may engage in teaching or any other occupation during such period and may be eligible for unemployment compensation if otherwise eligible under the law for such compensation and such leave will not result in a loss of credit for years of service in the District earned prior to the commencement of such leave.

Subd. 6. An employee placed on unrequested leave of absence may engage in teaching or any other occupation during the period of this leave. The unrequested leave of absence must not impair the continuing contract rights of the employee or result in a loss of credit for previous years of service. Nothing in the subdivision shall be construed to impair the rights of employees placed on the unrequested leave of absence to receive unemployment benefits, if otherwise eligible.

Subd. 7. Seniority rights as provided in this Agreement shall apply only to positions covered by this Agreement and shall not apply to positions outside this appropriate unit.

#### Section 5. Reinstatement:

Subd. 1. No new employee shall be employed by the school district while any employee licensed and qualified for the position as defined in Section 2 hereof is on unrequested leave of absence. The order of reinstatement shall be in seniority order, except the school district may deviate from seniority or recall if the senior employee(s) is not licensed and qualified as provided in Section 2 hereof.

Subd. 2. When placed on unrequested leave, an employee shall file with the school district personnel office his/her name and address to which any notice of reinstatement or availability of position shall be mailed by certified mail. Proof of service by the person in the school district depositing in the mail such notice to the employee at the last known address shall be sufficient and it shall be the responsibility of any employee on unrequested leave to provide for forwarding of mail or for address changes. Failure of a notice to reach an employee shall not be the responsibility of the school district if any notice has been mailed as provided herein.

Subd. 3. Except as otherwise provided in Subdivision 4 hereof, if a position as provided in Subd. 1 above becomes available for a qualified employee on unrequested leave, the school district shall mail the notice by certified mail to such employee, who shall have fifteen (15) calendar days from the date of mailing of such notice to accept the reemployment. If written acceptance is not received by the school board within such fifteen (15) calendar day period, it shall constitute a waiver on the part of any employee to any further rights of employment or reinstatement and shall forfeit any future reinstatement or employment rights.

Subd. 4. The school district may, but is not required to, offer a temporary position of less than sixty (60) working days to employees on the recall list. An employee shall have the right to refuse a temporary position of less than a full school year without any forfeiture of future reinstatement rights. Notwithstanding the provisions of Subdivision 3 hereof, temporary positions occurring within the school year shall require the employee to respond within three (3) calendar days indicating acceptance or rejection of reinstatement rights to a temporary position. For purposes of this subdivision, a temporary position shall mean a substitute position or other temporary position anticipated to last less than a full school year.

Subd. 5. Any employee placed on unrequested leave of absence shall remain on the unrequested leave of absence list for a period of five (5) years from the date unrequested leave was commenced, unless the employee forfeits such right by failure to accept a position for which licensed and qualified as provided in Subd. 3 hereof, and thereafter no further rights to reinstatement shall exist.

Section 6. Filing of Licenses: In any year in which a reduction of teaching staff is occurring, and the school district is placing employees on unrequested leave of absence, only those licenses actually received by the superintendent's office for filing as of January 15 of such year shall be considered for purposes of determining lay off within areas of license for the following school year. A license filed after January 15 shall be considered for purposes of recall, but not for the current reduction.

Section 7. Effect: This Article shall govern all employees as defined herein and shall not be construed to limit the rights of any other licensed employee not covered by the Master Agreement or other Master Agreement affecting such licensed personnel.

## ARTICLE XII 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, code of conduct, 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.

## 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, the Employee's Code of Ethics, 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 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. Oral reprimands may be issued to employees in the event of relatively minor infractions. Oral reprimands shall not be grievable under Article XIII of this Agreement.
- (b) Written Reprimand. Written reprimands (Notices of Deficiency) may be issued by the school district for more serious misconduct or when oral warnings have not corrected the employee's behavior or performance. Written reprimands will be placed in the employee's file. Employees may respond in writing to written reprimands and such responses shall be placed in the employee's personnel file. Written reprimands are grievable under Article XIII of this Agreement. The standards of review are whether or not any material in the employee's personnel file is false or inaccurate or is without just cause. Any material found through the grievance procedure to be false or inaccurate or without just cause shall be expunged from the employee's file.

### Subd. 3. Suspension.

- (a) An employee may be suspended without pay for grounds as described in Minn. Stat. § 122A.40, Subd. 9(a) through (d) or Minn. Stat. § 122A.40, Subd. 13(1) through (6). Any suspension is subject to the grievance procedure under Article XIII of this Agreement.

- (b) Suspension shall take effect upon written notification from the Superintendent of Schools or designated administrator to the employee stating the grounds for suspension. The employee shall have the right to invoke the grievance procedures set forth in Article XIII of this Agreement at the arbitration level provided written notification requesting arbitration is received by the superintendent within fifteen (15) days after receipt of the written notice of suspension.
- (c) The suspension shall take effect upon receipt by the employee of the written notice of suspension or shall take effect as otherwise indicated in the written notice of suspension. The suspension shall continue in effect for the time period provided in the written notice or as otherwise decided by the school board, but not to exceed a period of thirty (30) teaching days.

### ARTICLE XIII GRIEVANCE PROCEDURE

Section 1. 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 as contained in this Agreement. More than one employee may be on a single grievance if the allegation involves a common set of facts and a common claim.

Section 2. Representative: The employee(s) or school district may be represented during any step of the procedure by any person or agent designated by such party to act in his/her 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 working days. A working day is defined as all weekdays not designated as holidays by state law or by the school calendar.

Subd. 3. Computation of Time: In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted.

Subd. 4. Filing and Postmark: The filing or service of any notice or document herein shall be timely if it bears a postmark of the United States mail 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 setting forth the facts and the particular relief sought within fifteen (15) days after the date of the event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the employee(s) and the school board designee, and if informally resolved such resolution of the alleged grievance shall be evidenced by a written statement executed by the employee(s) and the school board designee.

Section 5. Adjustment of Grievance: The school district and the employee(s) shall attempt to adjust all grievances which may arise during the course of employment of any employee within the school district in the following manner:

Subd. 1. Level I: If the grievance is not satisfactorily resolved through informal discussions with the employee's immediate supervisor, the grievant may file a formal written grievance with the appropriate director within fifteen (15) working days of the alleged violation. Within ten (10) working days after receipt of a written grievance the director or designee(s) shall meet with the grievant. ~~and~~ **Within five (5) working days after the meeting, the director shall** render a written decision, a copy of which shall be provided to Local 3904.

Subd. 2. Level II: In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the superintendent, provided such appeal is made in writing within seven (7) working days after receipt of the decision in Level I. If the grievance is appealed to the superintendent, the superintendent, or his/her designee, shall set a time to meet regarding the grievance within ten (10) working days after receipt of the appeal. Within seven (7) working days after the meeting, the superintendent, or his/her designee, shall issue a decision in writing.

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 at its own instance, provided the school district provides written notice within ten (10) working days after a decision in Level I or Level II has been rendered. At its option, the school board may also review a grievance at the written request of the grievant, providing such written request is made within ten (10) working days after ~~review receipt~~ receipt of the Level II decision. In the event the school board determines to review a grievance, it shall hold a hearing and issue a decision within twenty (20) working days after the written notice by the school district or within twenty (20) working days after receipt of the request for review by the grievant. Local 3904 shall receive written advance notice as to the date of said hearing. In the event of such review, the school board reserves the right to affirm, reverse or modify such decision. At the option of the school board, a committee or

representative(s) of the school board may be designated by the school board to hear the appeal at this level and report its findings and recommendations to the school board.

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(s) may appeal it to the next level.

Section 8. Arbitration Procedures: In the event that the employee(s) 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 twelve (12) days following the decision of the school board in Section 6, or within twelve (12) days following notice that the school board has elected not to review the matter.

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, unless the parties have mutually agreed to a waiver of step(s).

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 BMS to appoint an arbitrator, pursuant to PELRA, providing such request is made within twenty (20) days after request for arbitration. The request shall ask that the appointment be made within thirty (30) days after the receipt of said request. Failure to request an arbitrator from the BMS 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 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 which shall be based upon substantial and

competent evidence presented at the hearing. All witnesses shall be sworn upon oath by the arbitrator.

Subd. 6. Expenses: Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party. The parties shall share equally fees and expenses of the arbitrator, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration. The requesting party shall pay the full cost of transcribing or recording of the proceedings and transcript copy. If both parties request a transcript or recording, the cost shall be equally shared. If the second party orders a transcript after the first party has paid for transcribing and recording, the second party shall also reimburse the first party for one-half (1/2) of those costs incurred, in addition to paying for the transcript copy.

Subd. 7. Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly brought 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.

Section 9. Grievance Form: A form which must be used for filing grievances shall be provided by the school district (Attachment C). 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(s) 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 XIV MEET AND CONFER

Section 1. Meet and Confer: Representatives of Local 3904 and representatives of the school district shall meet and confer pursuant to PELRA.

Section 2. Meet and Confer Meetings:

Subd. 1. Local 3904 and the school district may be represented by up to and including four (4) representatives at each meet and confer meeting.

Subd. 2. Meet and confer meetings will be held upon reasonable notice, at the request of either party, but not less than once each semester.

Subd. 3. The public employer shall provide the facilities and set the time for such conferences to take place after conferring with Local 3904.

Section 3. Itinerant Employee Schedules

Subd. 1. If itinerant personnel encounter a disagreement with the school district regarding requirements for scheduling prep time or lunch or both, they may request review of their detailed schedules at a Meet and Confer meeting.

- a. The Meet and Confer representatives may review the employee schedule details and recommend solution options for District consideration or the Meet and Confer representatives may refer the disagreement to a professional panel for recommendations of solution options for District consideration. The professional panel will be appointed by the Meet and Confer representatives and will consist of one Assistant Special Education Director (not the supervisor of the employee), one employee who also works in the same program, and one board member from the Personnel Committee. The Superintendent will be an ex-officio member of the professional review panel to assist in scheduling meetings and gathering background information for the review.

Subd. 2. The use of the Meet and Confer process for review of itinerant staff schedules because of prep time or lunch time disagreements does not prevent the employee from using the grievance section of the contract.

ARTICLE XV  
VACANCIES AND POSTING

Section 1. Publishing of Notices of Vacancy:

Subd. 1. The school district shall post written notice in the Employment section on the District website and will send notice to each employee's school e-mail of licensed staff vacancies with position qualifications. The District may fill vacancies temporarily during the process of reviewing and interviewing applicants.

Subd. 2. Any employee possessing the necessary qualifications may apply for a vacancy and all qualified applications shall be considered.

Section 2. Transfers - Involuntary:

Subd. 1. Notice of involuntary transfer shall be given to the employees of the department involved as soon as practicable. A list of open teaching 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.

Subd. 2. Strong efforts will be made on the part of the administration to inform staff each year of their placement for the next school year prior to the statutory final date for resignation (currently April 1 or July 15).

Section 3. Decision:

Subd. 1. Programmatic considerations, seniority, employee qualifications, and employee preference, shall be the criteria used by the school district when filling vacancies, and rotating or transferring staff.

Subd. 2. 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. 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.

Subd. 4. If the employee resigns from their assigned position after the statutory resignation date has passed, the District will release the teacher from their assigned position contingent on the hire of a suitable replacement.

Subd. 5. To appeal the decision to not release an employee from their contract, the employee shall upon written request be afforded an opportunity to meet with the Superintendent regarding such decision.

ARTICLE XVI  
SEVERANCE/RETIREMENT

**Section 1. Retiree Health Coverage:** Health coverage following the termination of employment shall be made available to the extent required under, and in accordance with, Minnesota Statutes Section 471.61, subd. 2b. The District makes no contribution towards the premium cost of such coverage.

**Section 2. Cut-Off Date:** The benefits of this Article hereafter shall not apply to an employee employed after July 1, 1993.

**Section 4 3. Eligibility:** Full-time employees who have completed at least fifteen (15) years of continuous service with the school district, and who are at least fifty-five (55) years of age, shall be eligible for severance pay pursuant to the provisions of this Article upon submission of a written resignation accepted by the school board. Years of service will be calculated based on years of continuous service completed from employment date or return date if an employee has a break in employment. 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 terminate services with the District and withdraw from full time contracted active teaching service after the execution of this contract and shall not be retroactive to any employee who terminated prior to said execution date. If an employee eligible for this benefit dies before terminating services, the payment shall be made to the estate of the deceased.

**Section 2 4. Amount of Severance:** Eligible employees, upon retirement, shall receive as severance pay unused sick leave days, not to exceed thirty-five (35) days.

**Section 3 5. 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 403b 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 403b 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 403b 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 403b vendor. For purposes of calculating the maximum IRS contribution limit, the school district will provide the retiree or approved vendor with contribution information for the previous twelve (12) months of

employment. The vendor agrees to calculate the maximum IRS contribution limit.

Section 4.6. Notice: To be eligible for the benefits of this section, unless waived by the school district, an employee must notify the school district no later than March 1 of the intention to resign at the conclusion of the school year.

~~Section 5. Cut-Off Date: The benefits of this Article shall not apply to an employee employed after July 1, 1993.~~

ARTICLE XVII  
DURATION

Section 1. Term and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing on July 1, 2019 **2021**, through June 30, 2024 **2023**, and thereafter pursuant to PELRA. If either party desires to modify or amend this Agreement commencing July 1, 2024 **2023**, it shall give written notice of such intent no later than May 1, 2024 **2023**. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 days prior to the expiration of this Agreement.

Section 2. Effect: This Agreement constitutes the full and complete Agreement between the school board and the exclusive representative representing the employees of the school district. 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 is held invalid, it shall not affect any other provisions of this Agreement or the application of any provisions thereof.

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

Education Minnesota  
Intermediate School District 917  
Local 3904

Intermediate School District No. 917

\_\_\_\_\_  
President

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Chief Employee Negotiator

\_\_\_\_\_  
Clerk

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**Intermediate School District 917  
Salary Schedule A  
2019-2020**

<b>STEP</b>	<b>BA</b>	<b>BA+10</b>	<b>BA+20</b>	<b>BA+30</b>	<b>MA</b>	<b>MA+10</b>	<b>MA+20</b>	<b>MA+30</b>	<b>MA+40 or SP</b>
(1)	39,801	40,938	42,075	43,213	44,453	45,694	46,934	48,175	49,415
(2)	41,194	42,370	43,548	44,724	46,009	47,293	48,576	49,860	51,144
(3)	42,635	43,854	45,072	46,290	47,619	48,948	50,277	51,606	52,935
(4)	44,128	45,389	46,650	47,909	49,285	50,661	52,036	53,411	54,787
(5)	45,672	46,977	48,282	49,587	51,010	52,434	53,857	55,281	56,705
(6)	47,499	48,856	50,214	51,570	53,050	54,531	56,012	57,492	58,973
(7)	49,399	50,810	52,222	53,633	55,173	56,712	58,252	59,792	61,332
(8)	51,375	52,842	54,311	55,778	57,380	58,981	60,582	62,183	63,784
(9)	51,375	52,842	56,484	58,010	59,675	61,340	63,005	64,670	66,337
(10)	51,375	52,842	58,743	60,330	62,061	63,794	65,526	67,258	68,989
(11)	51,375	52,842	61,386	63,045	64,854	66,665	68,474	70,284	72,094
(12)	51,375	52,842	64,148	65,882	67,773	69,664	71,556	73,447	75,338
(13)	51,375	52,842	67,036	68,846	70,823	72,799	74,776	76,753	78,729
(14)	51,375	52,842	67,036	68,846	74,364	76,440	78,514	80,590	82,665
(15)	51,375	52,842	67,036	68,846	78,083	80,261	82,440	84,620	86,798

**Intermediate School District 917  
Salary Schedule B  
2020-2021**

<b>STEP</b>	<b>BA</b>	<b>BA+10</b>	<b>BA+20</b>	<b>BA+30</b>	<b>MA</b>	<b>MA+10</b>	<b>MA+20</b>	<b>MA+30</b>	<b>MA+40 or SP</b>
(1)	40,438	41,593	42,748	43,904	45,164	46,425	47,685	48,945	50,206
(2)	41,853	43,048	44,245	45,440	46,745	48,049	49,353	50,658	51,963
(3)	43,318	44,555	45,793	47,031	48,381	49,731	51,081	52,431	53,782
(4)	44,834	46,115	47,396	48,676	50,074	51,471	52,869	54,266	55,663
(5)	46,403	47,728	49,055	50,380	51,826	53,273	54,719	56,165	57,612
(6)	48,259	49,638	51,017	52,395	53,899	55,403	56,908	58,412	59,916
(7)	50,189	51,623	53,058	54,491	56,056	57,619	59,184	60,748	62,313
(8)	52,197	53,688	55,180	56,671	58,298	59,925	61,551	63,178	64,805
(9)	52,197	53,688	57,387	58,938	60,630	62,321	64,013	65,705	67,398
(10)	52,197	53,688	59,683	61,295	63,054	64,814	66,574	68,334	70,093
(11)	52,197	53,688	62,368	64,054	65,892	67,731	69,570	71,408	73,248
(12)	52,197	53,688	65,175	66,936	68,858	70,779	72,701	74,622	76,544
(13)	52,197	53,688	68,108	69,948	71,957	73,964	75,972	77,981	79,988
(14)	52,197	53,688	68,108	69,948	75,554	77,663	79,771	81,880	83,987
(15)	52,197	53,688	68,108	69,948	79,332	81,545	83,759	85,974	88,187

**Intermediate School District 917  
Salary Schedule A  
2021-2022**

	<i>Range 1</i>	<i>Range 2</i>	<i>Range 3</i>	<i>Range 4</i>	<i>Range 5</i>	<i>Range 6</i>	<i>Range 7</i>	<i>Range 8</i>	<i>Range 9</i>
Step	BA	BA+10	BA+20	BA+30	BA+40/M A	MA+10	MA+20	MA+30	MA+40 or SP
1	41,747	42,925	44,103	45,282	46,567	47,854	49,139	50,424	51,710
2	43,190	44,409	45,630	46,849	48,180	49,510	50,840	52,171	53,502
3	44,684	45,946	47,209	48,472	49,849	51,226	52,603	53,980	55,358
4	46,231	47,537	48,844	50,150	51,575	53,000	54,426	55,851	57,276
5	47,831	49,183	50,536	51,888	53,363	54,838	56,313	57,788	59,264
6	49,724	51,131	52,537	53,943	55,477	57,011	58,546	60,080	61,614
7	51,693	53,155	54,619	56,081	57,677	59,271	60,868	62,463	63,957
8	53,741	55,262	56,784	58,304	59,964	61,624	63,282	64,942	66,601
9	53,741	55,262	59,035	60,617	62,343	64,067	65,793	67,519	69,246
10	53,741	55,262	61,377	63,021	64,815	66,610	68,405	70,201	71,995
11	53,741	55,262	64,115	65,835	67,710	69,586	71,461	73,336	75,213
12	53,741	55,262	66,979	68,775	70,735	72,695	74,655	76,614	78,575
13	53,741	55,262	69,970	71,847	73,896	75,943	77,991	80,041	82,088
14	53,741	55,262	69,970	71,847	77,565	79,716	81,866	84,018	86,167
15	53,741	55,262	69,970	71,847	81,419	83,676	85,934	88,193	90,451

**Intermediate School District 917  
Salary Schedule B  
2022-2023**

	<i>Range 1</i>	<i>Range 2</i>	<i>Range 3</i>	<i>Range 4</i>	<i>Range 5</i>	<i>Range 6</i>	<i>Range 7</i>	<i>Range 8</i>	<i>Range 9</i>
Step	BA	BA+10	BA+20	BA+30	BA+40/M A	MA+10	MA+20	MA+30	MA+40 or SP
1	42,582	43,783	44,985	46,188	47,499	48,811	50,121	51,432	52,744
2	44,054	45,297	46,542	47,786	49,143	50,500	51,857	53,215	54,572
3	45,578	46,865	48,153	49,441	50,846	52,250	53,655	55,059	56,465
4	47,155	48,488	49,821	51,153	52,607	54,060	55,515	56,968	58,422
5	48,788	50,166	51,547	52,925	54,430	55,935	57,440	58,944	60,450
6	50,719	52,153	53,588	55,022	56,587	58,151	59,717	61,282	62,847
7	52,727	54,219	55,712	57,202	58,831	60,457	62,085	63,712	65,236
8	54,816	56,367	57,919	59,471	61,163	62,856	64,548	66,240	67,933
9	54,816	56,367	60,215	61,829	63,589	65,349	67,109	68,869	70,631
10	54,816	56,367	62,604	64,281	66,111	67,942	69,774	71,605	73,435
11	54,816	56,367	65,398	67,152	69,064	70,977	72,891	74,803	76,717
12	54,816	56,367	68,318	70,150	72,150	74,148	76,148	78,147	80,146
13	54,816	56,367	71,370	73,284	75,374	77,462	79,551	81,641	83,730
14	54,816	56,367	71,370	73,284	79,116	81,311	83,504	85,698	87,890
15	54,816	56,367	71,370	73,284	83,047	85,349	87,653	89,957	92,260

**ATTACHMENT C**

GRIEVANCE REPORT FORM  
INTERMEDIATE SCHOOL DISTRICT NO. 917

Name: \_\_\_\_\_ Building: \_\_\_\_\_

Date Grievance Occurred:

Statement of the Facts:

Specific Provisions of Agreement Allegedly Violated:

Particular Relief Sought:

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature of Grievant

**ATTACHMENT D**

**Memorandum of Understanding**

As a result of contract negotiations, the parties hereby agree to the following retirement incentive plan:

Full time active members of Local 3904 who have completed 15 years of continuous service with ISD 917, who are at least 55 years of age, and are eligible for TRA retirement benefits shall be eligible for a \$7,500 deposit into the retiring employees' MSRS Post-Retirement Health Care Savings Plan. This benefit is available to qualifying employees in fiscal years ~~2020~~ **2022** and ~~2021~~ **2023**.

In order to be eligible for the retirement incentive, qualifying employees, must submit a letter of retirement to the Human Resources Office by 4:00 PM on April 1, ~~2020~~ **2022** or ~~2021~~ **2023**.

The parties intend that this MOU be subject to the grievance procedure outlined in Article XIII of the ~~2019-2021~~ **2021-2023** Contract.

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

EDUCATION MINNESOTA,  
INTERMEDIATE SCHOOL DISTRICT  
NO. 917, LOCAL 3904

INTERMEDIATE SCHOOL  
DISTRICT NO. 917

\_\_\_\_\_  
President

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Chief Employee Negotiator

\_\_\_\_\_  
Clerk

Dated: \_\_\_\_\_, 2019 **January 4, 2022**

Dated: \_\_\_\_\_, 2019 **January 4, 2022**

## ATTACHMENT E

### LETTER OF UNDERSTANDING

This Letter of Understanding is entered into between Intermediate School District 917 (hereinafter referred to as the School District) and Education Minnesota, Intermediate School District 917, Local 3904 (hereinafter referred to as Local 3904) and the parties hereto agree as follows:

1. The School District and Local 3904 are parties to a collective bargaining agreement governing terms and conditions of employment for employees covering the period July 1, ~~2019~~ **2021**, through June 30, ~~2024~~ **2023**.
2. To comply with the provisions of Minn. Stat. 122A.40, subdivision 8 relating to peer review, the parties hereby agree as follows in sustaining a peer review program:

Section 1. Purpose: The intent of the program shall be to promote professional growth and development.

Section 2. Guide: The ISD 917 Educator Induction and Mentor Program Guide and the Cognitive Coaching Program Guide will be distributed to first- and second-year employees during their orientation day during back-to-school workshop.

Section 3. Mentoring and Cognitive Coaching for Probationary Employees: Shall be subject to the following:

1. By June 15 of each year or if hired after June 15, within two weeks of their hire date, each probationary employee will be paired by the School District with a continuing contract employee who will serve as a mentor and a continuing contract employee who has been trained as a cognitive coach. The School District will make a reasonable attempt to identify one continuing contract employee to serve as mentor and one as a cognitive coach. If no continuing contract employee is available to serve as a mentor, a non-continuing contract employee may be assigned.
2. Those employees who agree to participate as a mentor shall commit to two school years in the program.
3. The mentor and mentee shall fulfill the responsibilities described in the Program Guide.
4. The participating employee and mentor employee shall mutually determine a schedule for the cognitive coaching process, subject to approval by the employees' supervisor. The mentor coach will receive a \$500 stipend for the

first year and \$400 stipend for the second year for each probationary teacher mentored. The cognitive coach will be paid at their hourly rate ~~up to~~ **not to exceed** \$500 for a first-year teacher and ~~up to~~ **not to exceed** \$400 for a second-year teacher, ~~starting in the 2019-2020 school year~~. The cognitive coach will submit timesheets for hours engaged in cognitive coaching with each probationary teacher assigned to them.

5. Any information obtained during the cognitive coaching process shall be confidential and shall not be included in any formal evaluations.

Section 4. Peer Review for Continuing Contract Employees: Continuing contract employees will pair with a continuing contract employee for peer review during the three-year review cycle each of the two years in the cycle not reviewed by a qualified and trained reviewer.

IN WITNESS WHEREOF, the parties have executed this Letter of Understanding as follows:

EDUCATION MINNESOTA,  
INTERMEDIATE SCHOOL DISTRICT  
917, LOCAL 3904

INTERMEDIATE SCHOOL  
DISTRICT NO. 917

\_\_\_\_\_  
President

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Chief Employee Negotiator

\_\_\_\_\_  
Clerk

Dated: \_\_\_\_\_, 2019 **January 4, 2022**

Dated: \_\_\_\_\_, 2019 **January 4, 2022**

**ATTACHMENT F**

**Memorandum of Understanding**

As a result of contract negotiations, the parties hereby agree to the following DCALS Summer School pay and preparation time structure.

Summer classes taught for credit in the same schedule as traditional school calendar classes will be paid at the employee's hourly rate pro rata to their teaching contract. The employee's paid time will be based on class time plus 15 minutes per 60 minutes of class time for preparations.

Employees who supervise summer school online classes will be paid at the employee's hourly rate pro rata to their teaching contract for the hours supervising the online computer lab at DCALS and the hours pre-approved for student follow-up to complete classes.

All summer school employee assignments will be authorized on a Temporary Work Agreement prior to May 20, ~~2019~~ **2022**, and May 20, ~~2021~~ **2023**, for the summer school sessions or online classes.

The parties intend that this MOU be subject to the grievance procedure outlined in Article XII of the ~~2019-2021~~ **2021-2023** contract.

Education Minnesota  
Intermediate School District #917  
Local 3904

Intermediate School District 917

\_\_\_\_\_  
President

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Employee Negotiator

\_\_\_\_\_  
Clerk

Dated: \_\_\_\_\_, ~~2019~~ **January 4, 2022**

Dated: \_\_\_\_\_, ~~2019~~ **January 4, 2022**

## **ATTACHMENT G**

### **EDUCATOR DEVELOPMENT AND EVALUATION JOINT AGREEMENT**

#### **I. PURPOSE**

This Agreement is entered into between Education Minnesota Intermediate School District 917 Local 3904 ("Union") and Intermediate School District No. 917 ("District"). The Union and the District are parties to a collective bargaining agreement governing the terms and conditions of employment for teachers employed by the District, pursuant to the Public Employment Labor Relations Act ("PELRA"), Minn. Stat. § 179A.01 *et seq.*

Through joint agreement, the parties have developed an educator development and evaluation process pursuant to the requirements of Minn. Stat. § 122A.40, Subd. 8 (EDE Process).

The EDE Process created by a joint Union-District committee and ratified by the Union's general membership and adopted by the District School Board is detailed in the EDE Process document dated June 3, 2014, and as attached and incorporated.

#### **II. TERM**

The EDE Process will take effect on July 1, 2014. This Agreement will remain in effect until the parties agree to modifications or until one party notifies the other party of its intent to withdraw from the Agreement at the beginning of the next school year. Such notice must be given prior to March 1 of the school year prior to withdrawal. The Agreement will end on June 30th following the notification of withdrawal. Both parties understand that the state plan created and published by the Minnesota Department of Education ("MDE") pursuant to Minn. Stat. § 122A.40, Subd. 8(c) ("State Plan") will be implemented at that time unless the parties agree on a successor process.

#### **III. TEACHER**

The EDE Process Plan is applicable to teachers, school counselors, licensed school nurses, school social workers, school psychologists, speech/language pathologists and career and technical teachers.

#### **IV. EDE PROCESS COMMITTEE**

A joint Union and District EDE Committee shall be responsible for overseeing implementation of the EDE Process to move from the current teacher development, evaluation and peer review process used in the District.

- A. Members. The Committee will consist of a total of nine representative, five representatives from the Union and four representatives from District administration.
- B. Meetings. The Committee must meet at least four times during each school year. Summer meetings may be scheduled if necessary.
- C. Duties.
  - 1. The Committee will work to ensure that communications about the EDE Process to teachers and administrators occurs in a timely and consistent manner.
  - 2. The Committee will make recommendations to the District and Union on modifications to the EDE process.
  - 3. The Committee will review any statutory changes to the requirements in Minn. Stat. § 122A.40, Subd. 8 and any changes to the State Plan, if applicable, and make recommendations to the District and Union on modifications to the EDE process.

## **V. PLAN MODIFICATIONS**

The parties agree any suggested modifications to the EDE Process will be discussed at an EDE Process Committee meeting. Any modifications to the EDE Process will be made by mutual agreement. Neither party may unilaterally modify the EDE Process. The EDE Process in effect will remain in effect until proposed modifications have been adopted by the EDE Process Committee or the parties through the ratification and adoption process.

## **VI. POSTING REQUIREMENTS**

The Committee will determine the appropriate electronic venue to post copies of the EDE Process so that it is always available. In addition, electronic copies will be sent to all staff at the commencement of the EDE Process, to new staff at the start of each subsequent school year, and to any staff upon request. Notice to all teachers and administrators must be provided electronically within ten (10) days of any changes to the EDE Process.

## **VII. COMPENSATION**

Compensation for duties or positions associated with the EDE Process will be paid in accordance with the collective bargaining agreement between the parties.

## **VIII. GRIEVABILITY**

The parties agree that this Agreement and items incorporated herein will be processed in accordance with the grievance process of the collective bargaining agreement between the parties.

EDUCATION MINNESOTA,  
DISTRICT  
INTERMEDIATE SCHOOL DISTRICT  
917, LOCAL 3904

INTERMEDIATE SCHOOL  
NO. 917

\_\_\_\_\_  
President

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Chief Employee Negotiator

\_\_\_\_\_  
Clerk

Dated: \_\_\_\_\_, 2019 **January 4, 2022**

Dated: \_\_\_\_\_, 2019 **January 4, 2022**

## ATTACHMENT H

### Memorandum of Understanding Purpose of the Memorandum

As a result of contract negotiations, the parties hereby agree to the following hiring incentive for teachers of the Blind/Visually Impaired or tuition reimbursement incentive for teachers who are approved to enroll in preapproved courses to qualify for licensure as a teacher of the Blind/Visually Impaired. The parties hereby agree that there is a severe shortage of teachers of the Blind/Visually Impaired due to not having approved BVI training programs in the State of Minnesota.

#### BVI Hiring Incentive Procedures:

1. A new hire teacher of the Blind/Visually Impaired will be paid a hiring incentive stipend of \$5,000 each year of the first three years of employment. The stipend will be added to the annual salary and paid as part of their monthly payroll distribution.

#### BVI Tuition Reimbursement Incentive Procedures:

1. Teachers in ISD 917 may submit a written request for consideration to participate in the tuition reimbursement program to their direct supervisor. Participation in the reimbursement shall be subject to the recommendation of the Director of Special Education to the Superintendent whose approval shall be final and not subject to the grievance process.

2. Reimbursement of tuition for preapproved graduate courses shall be limited to six semester credits (or equivalent) per fiscal year and the maximum reimbursement amount shall not exceed 2/3 the cost of six graduate semester credits at the University of Minnesota. Reimbursement shall be subject to credits earned with a grade of "C" or better and shall be subject to the superintendent's approval whose decision is final and not subject to the grievance process. A request for tuition reimbursement shall be made within 60 days of course completion and shall include an official grade report from the college or university.

3. If a teacher in the tuition reimbursement program for licensure as a teacher of the Blind/Visually Impaired drops from the licensure program or separates from employment with ISD 917 prior to obtaining the BVI license, the teacher will repay ISD 917 in full for tuition reimbursement to the teacher.

4. If a teacher in the tuition reimbursement program for licensure as a teacher of the Blind/Visually Impaired does not remain employed with ISD 917 as a full-time teacher of the Blind/Visually Impaired for three years after the date of full BVI licensure, the teacher will repay ISD 917 for tuition reimbursed on a prorated basis for each of the three years not served. For example, if after one year the teacher resigns from ISD 917, 1/3 of the tuition reimbursed will be forgiven and 2/3 will remain owing. If the teacher becomes a part-time teacher, the employment forgiveness time to ISD 917 will be based on a proration of their

part-time contract. If a teacher in the tuition reimbursement program is placed on URL, the tuition reimbursement owed will be forgiven.

5. A teacher in the tuition reimbursement program for licensure as a teacher of the Blind/Visually Impaired expressly agrees that the teacher's last paycheck will be withheld and used to repay ISD 917 for tuition owing. If the last paycheck is insufficient to repay the tuition debt in full, the teacher will repay the remaining tuition owing on a schedule as determined by ISD 917 at the time of the teacher's separation from employment.

It is the parties' express understanding and agreement that nothing in this tuition reimbursement program or hiring incentive program constitutes a violation of the Minnesota Wage Law, Minn. Stat. 181.79 by ISD 917. A teacher knowingly and voluntarily enters into the tuition reimbursement program or hiring incentive program. A teacher will not bring any suit, claim, complaint, or other legal action of any type based on or arising from this tuition reimbursement program or hiring incentive program against ISD 917 under Minnesota Statute Chapter 181 or any other state or federal employment or wage statute or rule. A teacher participating in the BVI tuition reimbursement program or hiring incentive program will indemnify and hold harmless ISD 917 for any claims based on or arising from this MOU.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding as follows:

Education Minnesota  
Intermediate School District 917  
Local 3904

Intermediate School District 917

\_\_\_\_\_  
President

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Chief Employee Negotiator

\_\_\_\_\_  
Clerk

Dated: \_\_\_\_\_, 2019 **January 4, 2022**

Dated: \_\_\_\_\_, 2019 **January 4, 2022**

**ATTACHMENT I**

**MEMORANDUM OF UNDERSTANDING**

As a part of contract negotiations, the parties hereby agree to the following protocol for compensating teachers when students join their class due to the absence of their regular teacher.

~~Beginning in January of 2020, a~~ **A process will be has been** implemented to manage the decisions, procedures, and documentation to compensate teachers as ~~agreed to~~ **outlined** in a **this** memorandum of understanding ~~agreed to for the 2019-2021 Teacher Contract.~~ This process is intended primarily for setting **3 III** and **4 IV** sites where there are multiple teachers in similar programs. The elements of this process will include:

- When a teacher is absent and their students are divided among other teachers, the teachers who receive additional students will be compensated if the number of students in their care exceeds the described program maximum, or if the teacher’s absence would otherwise require a substitute.
- When a teacher is absent, the teachers who receive the additional students will divide a stipend equal to the hourly substitute pay rate (~~currently \$24.00~~ **\$25.00 per hour in 2021-2022**).
- The stipend will be divided between the collaborating teachers in an even manner.
- There is a one hour minimum for the process to be initiated, and it will be documented in half-hour increments.
- The time will be reconciled and documented as soon as possible after the day that the re-distribution occurs.
- The assistant director, or their designee will be responsible for developing the plan for coverage.
- All participating teachers will agree to the plan.
- This agreement will not necessarily eliminate other processes such as subbing during a prep period.
- Committing to the implementation will not be “cost-out” against the contract.
- The business office and special education leadership will develop the procedure.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding as follows:

Education Minnesota  
ISD 917, Local 3904

Intermediate School District 917

\_\_\_\_\_  
President

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Chief Employee Negotiator

\_\_\_\_\_  
Clerk

Dated: \_\_\_\_\_, 2019 **January 4, 2022**      Dated: \_\_\_\_\_, 2019 **January 4, 2022**

## **ATTACHMENT J**

**Memorandum of Understanding**  
Between  
The School Board of Intermediate School District #917  
and  
Education Minnesota Teachers Local 3904  
Intermediate School District 917  
Local 3904

This Memorandum of Understanding (MOU) sets the terms and understanding between ISD #917 and the Union or Group Representatives.

### **Background**

The partnership between ISD #917 and Union or Groups that represent employees is important to all parties. This continued collaboration is important to meet the needs of employees and to ensure cost effective solutions are being provided with proper understanding for all benefits received.

### **Purpose**

Intermediate School District #917 and Employee Representatives, the parties to this memorandum of understating, have the common overall objectives of providing effective and efficient solutions for district employees and the negotiated benefits that are received.

The above goals will be accomplished by undertaking the following activities:

Union and Group Representatives agree the service provided by a digital healthcare engagement platform is an additional option for certain healthcare services separate from the health insurance plan. This service provides no aggregate value to the negotiated health insurances coverage provided to district employees. The health insurance benefit provided to employees is a negotiated benefit that is required to go out for official bid every two years or not more than five with the insurance market available to public entities in the State of Minnesota. The digital healthcare engagement platform service was added to support and strategize how to engage members. The platform will provide another outlet for care in addition to the health insurance. The district insurance committee will make recommendations to the services selected, and the vendor chosen to provide these services. This service is unrelated to the district's negotiated contracts with the health insurance carriers.

### **Duration**

This MOU is at will and may be modified by mutual consent of authorized officials from ISD #917. This MOU shall become effective upon signature by the authorized officials from ISD #917 and Union or Group Representatives and will remain in effect until modified or

terminated by authorized officials from ISD #917. No changes in this MOU are valid unless they are in writing and signed by both parties.

Continued for signatures:

**Memorandum of Understanding**

Between

The School Board of Intermediate School District #917

and

Education Minnesota

Intermediate School District 917

Local 3904

IN WITNESS WHEREOF, the parties have executed this Letter of Understanding as follows:

Education Minnesota \_\_\_\_\_ Intermediate School District  
Intermediate School District 917 \_\_\_\_\_ DISTRICT NO. 917  
Local 3904

\_\_\_\_\_  
\_\_\_\_\_

President \_\_\_\_\_ Chair

\_\_\_\_\_  
\_\_\_\_\_

Chief Employee Negotiator \_\_\_\_\_ Clerk

Dated: \_\_\_\_\_, 2019 \_\_\_\_\_  
2019

**ATTACHMENT J**

**Memorandum of Understanding for Executive Orders**  
Between  
The School Board of Intermediate School District #917  
and  
Education Minnesota Teachers Local 3904  
Intermediate School District 917  
Local 3904

If the Governor of Minnesota issues an Executive Order that impacts the school operation, Intermediate School District 917 will meet with Local 3904 to discuss staff needs that would support their work as well as meet the needs of students' learning.

TO: School Board  
FROM: Dr. Michael Favor  
DATE: January 4, 2022  
RE: Tentative Teachers' Contract for 2021-2023

The negotiation teams met on Tuesday, December 14, 2021, and have reached a tentative agreement on the 2021-2023 Teachers' contract. The following are the significant issues negotiated and a brief description of the changes. The teachers met and had a ratifying vote on December 22, 2021.

- Article III, Section 2. Employee: Added Mental Health Professionals
- Article X – Leaves of Absence – Section 1, subd. 1 and 2.b.
  - \$200 stipend - If hired prior to December 1, you receive the \$200. If hired after December 1, you are not eligible for this stipend. And move the language up to the top of Section 1: Moving the following language: **Employees who take medical or parental leave of absence, under this article, shall retain their number of PTO and sick leave days up to the date of the employee's leave for use during the employee's leave of absence and accrual will continue so long as the employee is using paid leave. No additional PTO days shall accrue for the period of time that the employee is on unpaid leave.**
- Distance Learning. Add - **Memorandum of Understanding for Executive Orders— Attachment J**

**"If the Governor of Minnesota issues an Executive Order that impacts the school operation, Intermediate School District 917 will meet with Local 3904 to discuss staff needs that would support their work as well as meet the needs of our students' learning."**

- Article VIII, Section 2. Changed the tiers on 403b. No change in matching contributions though.
- Article X –Leaves of Absence. Subd. 10. Added: **Paid sick leave days may be available for bargaining unit members or their immediate family members who have exhausted all their paid sick leave options.**
- Article 13—Grievance Procedure. Changed wording for clarification: "Within five (5) **working** days after the meeting, the director shall....."
- CTE prep time was adjusted to allow for 25 mins of prep time – not just 15 mins.
- Article XVI – Severance/Retirement. Section 1 – Retiree Health Coverage. Move language to top so people read it first stating that the benefit of this article hereafter shall not apply to any employee employed after July 1, 1993.
- Continuation of MOU – Attachment D – on retirement incentive of %7500 into MSRS Retirement account.
- Attachment E – Cognitive Coaching. Change working to say "not to exceed" and remove "up to." Need to align with the payroll system capabilities.

- Article 7, subd. 9 - NEW – Credit and lane advancement for members of medically based fields recognizing CEU's for lane changes. 15 hours will equal 1 graduate credit hour. The group includes: Physical and Occupational Therapists, Audiologists, Mental Health Professionals, Speech Language Pathologists, and Licensed School Nurses.

Financial Details:

- Salary schedule increases. Added \$500 first year in each cell and 2% year one and 2% year two.
- Article IX – Group Insurance. \$20 single medical increase (HSA only) in second year beginning January 2023)
- Article VII, Subd. 4. Increase in longevity of \$700, \$800, \$900, and \$1,000 first year and \$500 on second year

The overall package total increase for the two year contract is 8.66%. This settlement should keep our compensation and benefit structure in the mid-range of the member districts. I recommend approval of the settlement agreement.

MF:ljb

TO: Program Assistants  
Student Assistants  
Classroom Assistants  
Technical Tutors  
Health Associates

FROM: Dr. Michael Favor, Melissa Schaller, Andrew Woods, Brooke Peterson,  
and the Board of Education

DATE: January 4, 2022

RE: Letter of Gratitude in Recognition of Minnesota Paraprofessional  
Appreciation Week – January 24-28, 2022

We understand the challenges that you face every day as you work with our students, some of whom have significant needs. We know that your jobs are not easy and you do them very well.

While we know that the teachers that you work with probably tell you often what great jobs you do and how valued your services are, you don't hear it from the Board, Melissa, Andrew, Brooke, and myself often enough. We know from our own observations and from the comments of our assistant directors and teaching staff how essential your contributions are to the success of our programs and the well-being of our students.

In any year, working to support the significant needs of our students would be a challenge. This year the challenges are even more significant. You have been asked to be more thoughtful, more creative, more supportive, more technically capable, and... most importantly, more caring.

On behalf of Melissa, Andrew, Brooke, the School Board and myself, we would like to thank you for all that you do to further the education of the students of Intermediate School District 917. We deeply appreciate your good work and express our profound gratitude on behalf of the children, families, and districts that we serve.

With warm regards and providence that our jobs will soon improve,

Sincerely,

Dr. Michael Favor  
On behalf of the ISD 917 School Board and All District Administrators

**Intermediate School District #917  
School Board**

**RESOLUTION**

Board member \_\_\_\_\_ introduced the following Resolution:

WHEREAS, Intermediate School District #917 provides educational services to member and non-member districts throughout Dakota County and beyond, and

WHEREAS, the quality of these educational opportunities offered by Intermediate School District #917 are unquestionably high, and

WHEREAS, Intermediate School District #917 students have demonstrated a high degree of success as a result of their participation in Intermediate School District #917 programs, and

WHEREAS, the success of Intermediate School District #917 programs and student achievement is enhanced by the talents and efforts of our paraprofessional staff, and

WHEREAS, the week of January 24-28, 2022, has been designated as “Paraprofessional Recognition Week” by the Governor of the State of Minnesota,

NOW, THEREFORE, BE IT RESOLVED, by the School Board of Intermediate School District #917 and on behalf of the participating school districts, parents and students as follows:

**The School Board of Intermediate School District #917 formally recognizes the outstanding efforts and performance of its program, student, and classroom assistants, technical tutors, and health associates and thanks these talented and dedicated people for their service and dedication to the students of our intermediate district.**

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

Whereupon said resolution was declared duly passed and adopted.

Enacted by the School Board of Intermediate School District #917 this 4<sup>th</sup> day of January, 2022.

*Cindy Nordstrom*  
*Lisa Ehleringer*  
*Tom Bennett*

*Lesley Chester*  
*Wendy Felton*  
*Byron Schwab*

*Melissa Sauser*  
*Kathy Lewis*



## Intermediate School District 917

1300 145<sup>th</sup> Street East  
Rosemount, MN 55068-2999  
Phone: (651) 423-8229  
Fax: (651) 423-8781  
[www.isd917.org](http://www.isd917.org)

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

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**Dr. Michael Favor**, Superintendent  
**Nicolle Roush**, Executive Director of Business Services  
**Dr. Melissa Schaller**, Executive Director of Student Services  
**Andrew Woods**, Principal of DCALS / Career Technical Center  
**Dr. Brooke Peterson**, Director of Teaching and Learning

### MEMORANDUM

TO: School Board  
FROM: Dr. Michael Favor  
DATE: January 4, 2022  
REGARDING: Policies

The attached policies are a first reading at the January 4, 2022, School Board meeting.

- Policy 102 Equal Education Opportunity. Although this was reviewed in the fall, there are changes on the MSBA policy that need to be incorporated into this policy.
- Policy 110 School District Boundaries
- Policy 201 Legal Status
- Policy 202 School Board Officers
- Policy 203 Operation of School Board – Governing Rules
- Policy 203.1 School Board Procedures – Rules of Order
- Policy 203.2 Order of the Regular School Board Meeting
- Policy 203.5 School Board Meeting Agenda
- Policy 203.6 Consent Agendas
- Policy 820 Provisions for the Closing of Schools Weather. Add: Time of without pay will stay time off without pay.

The attached policy 491 will be a first and second reading to comply with the Emergency Temporary Standards that are going into effect on January 10, 2022.

- Policy 491 Mandatory COVID-19 Vaccination or Testing and Face Coverings

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

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

## 102 EQUAL EDUCATIONAL OPPORTUNITY

### I. PURPOSE

The purpose of this policy is to ensure that equal educational opportunity is provided for all students of the school district.

### II. GENERAL STATEMENT OF POLICY

- A. It is the school district's policy to provide equal educational opportunity for all students. The school district does not unlawfully discriminate on the basis of race, color, creed, religion, national origin, sex, marital status, parental status, status with regard to public assistance, disability, sexual orientation, including gender identity or expression, or age. The school district also makes reasonable accommodations for ~~disabled~~ students **with disabilities**.
- B. The school district prohibits ~~the~~ harassment **and discrimination** of any ~~individual for any of the categories~~ **based on any of the protected classifications** listed above. For information about the types of conduct that constitute violation of the school district's policy on harassment and violence and the school district's procedures for addressing such complaints, refer to the school district's policy on harassment and violence (**Policy 413**).
- C. **The school district prohibits discrimination of students with a disability, within the intent of Section 504 of the Rehabilitation Act of 1973 ("Section 504"), who need services, accommodations, or programs in order to receive a free appropriate public education. For information as to protections that may apply pursuant to Section 504 and the school district's corresponding procedures for addressing disability discrimination complaints, refer to the school district's policy on student disability nondiscrimination (Policy 521).**
- D. **The school district prohibits sexual harassment discrimination of any individual on the basis of sex in its education programs or activities. For information as to the protections that apply pursuant to Title IX and school district's corresponding procedures and processes for addressing sexual harassment and discrimination, refer to the school district's policy on Title IX sex nondiscrimination (Policy 522).**
- ~~C.E.~~ This policy applies to all areas of education including academics, coursework, co-curricular and extracurricular activities, or other rights or privileges of enrollment.
- ~~D.F.~~ It is the responsibility of every school district employee to comply with this policy conscientiously.
- ~~E.G.~~ Any student, parent or guardian having any questions regarding this policy should discuss it with the appropriate school district official as provided by policy. In the

absence of a specific designee, an inquiry or a complaint should be referred to the superintendent.

**Legal References:** Minn. Stat. Ch. 363A (Minnesota Human Rights Act)  
Minn. Stat. § 121A.03, Subd. 2 (Sexual, Religious, and Racial Harassment and Violence Policy)  
42 U.S.C. § 12101 *et seq.* (Americans with Disabilities Act)  
20 U.S.C. § 1681 *et seq.* (Title IX of the Education Amendments of 1972)  
**42 U.S.C. § 2000d *et seq.* (Title VI of the Civil Rights Act of 1964)**

**Cross References:** ~~Policy 402 (Disability Nondiscrimination)~~  
Policy 413 (Harassment and Violence)  
MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)  
~~MSBA/MASA Model Policy 522 (Student Sex Nondiscrimination Title IX~~  
**Sex Nondiscrimination Policy, Grievance Procedure and Process)**

*ISD 917 School District Boundaries Policy 110*

*Board Approved 12/15/87*

*Board Revised 7/25/95*

*Board Reviewed 5/2/17*

*Board reviewed, first reading, 1/4/22*

**110 School District Boundaries**

The official School District 917 boundaries shall be inclusive of the total bounded area within the participating districts. The participating districts include District 191, Burnsville; District 192, Farmington; District 200, Hastings; District 199, Inver Grove Heights; District 194, Lakeville; District 195, Randolph; District 6, South St. Paul; District 197, West St. Paul/Mendota Heights/Eagan; and District 271, Bloomington.

School District 917 boundaries for tax levying purposes shall be inclusive of the areas within the boundaries of the aforementioned participating school districts.

## **201 LEGAL STATUS OF THE SCHOOL BOARD**

### **I. PURPOSE**

The responsibility for the care, fiduciary management and control of the programs and sites of the school district is vested by statutory and constitutional authority in the school board. The school board shall carry out the mission of the school district with diligence, prudence, and dedication to the ideals of providing the finest public education. The purpose of this policy is to define the authority, duties and powers of the school board in carrying out its mission.

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

- A. The school board is the governing body of the school district. As such, the school board has responsibility for the care, fiduciary management, and control over programs and sites of the school district.
- B. Generally, appointed members of the school board have binding authority only when acting as a school board legally in session, except where specific authority is provided to school board members or officers individually. Generally, the school board is not bound by an action or statement on the part of an individual school board member unless the action is specifically directed or authorized by the school board.

### **III. DEFINITION**

“School board” means the governing body of the school district.

### **IV. ORGANIZATION AND MEMBERSHIP**

- A. As per the joint powers agreement, the membership of the Intermediate School District 917 School Board shall consist of one appointed person from each Member School District, and the Superintendent of Schools as an ex-officio member.
- B. The term of a School Board Member shall be three (3) years. If a School Board member is unable to complete the full term, a successor shall be appointed by the member district to complete the uncompleted term.
- C. Following the established rotational plan, one-third of the members are to be appointed each year on or before June 30.

- D. A majority of voting members constitutes a quorum. The act of the majority of a quorum is the act of the school board.

The School Board is responsible for the fair and uniform application of all local, state and federal laws applicable in the operation of District 917 schools. The schools shall be operated for the educational benefit and service to all students served by district programs.

The School Board is the policy-making body of the school district. The School Board in its operation and organization will provide direction and exercise leadership primarily through the formulation and adoption of policies.

***Legal References:*** Minn. Stat. § 123B.02 (General Powers)  
Minn. Stat. § 136D.81 to 136D.92 (Intermediate School Districts)

**203 OPERATION OF THE SCHOOL BOARD – GOVERNING RULES**

**I. PURPOSE**

The purpose of this policy is to provide governing rules for the conduct of meetings of the school board.

**II. GENERAL STATEMENT OF POLICY**

An orderly school board meeting allows school board members to participate in discussion and decision of school district issues. Rules of order allow school board members the opportunity to review school-related topics, discuss school business items, and bring matters to conclusion in a timely and consistent manner.

**III. QUORUM**

One half of the board members plus one shall constitute a quorum. A quorum is necessary for official transaction of School Board and district business.

**IV. RULES OF ORDER**

Rules of order for school board meetings shall be as follows:

- A. Minnesota statutes where specified;
- B. Specific rules of order as provided by the school board consistent with Minnesota statutes; and
- C. Robert’s Rules of Order, Revised (latest edition) where not inconsistent with A. and B., above.

***Legal References:*** Minn. Stat. § 123B.09, Subds. 6, 7, and 10 (School Board Matters)  
Minn. Stat. § 123B.14 (Officers)  
Minn. Stat. Ch. 13D (Open Meeting Law)

## **203.1 SCHOOL BOARD PROCEDURES; RULES OF ORDER**

### **I. PURPOSE**

The purpose of this policy is to provide specific rules of order to conduct meetings of the school board.

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

To ensure that school board meetings are conducted in an orderly fashion, the school board will follow rules of order which will allow the school board:

- A. To establish guidelines by which the business of the school board can be conducted in a regular and internally consistent manner;
- B. To organize the meetings so all necessary matters can be brought to the school board and decisions of the school board can be made in an orderly and reasonable manner;
- C. To insure that members of the school board have the necessary information to make decisions on substantive issues and to insure adequate discussion of decisions to be made; and
- D. To insure that meetings and actions of the school board are conducted so as to be informative to the staff and the public, and to produce a clear record of actions taken and decisions made.

### **III. RULES OF ORDER**

- A. School board members need not rise to gain the recognition of the chair.
- B. A motion will be adopted or carried if it receives the affirmative votes of a majority of those actually voting on the matter. Abstentions are considered to be acquiescence to the vote of the majority. It should be noted that some motions by statute or Robert's Rules of Order require larger numbers of affirmative votes.
- C. All motions that require a second shall receive a second prior to opening the issue for discussion of the school board. If a motion that requires a second does not receive a second, the chair may declare that the motion fails for lack of a second or may provide the second. The names of the members making and seconding a motion shall be recorded in the minutes.

- D. The chair shall decide the order in which school board members will be recognized to address an issue. An attempt should be made to alternate between pro and con positions if appropriate to the discussion. A member shall only speak to an issue after the member is recognized by the chair.
- E. The chair shall rule on all questions relating to motions and points of order brought before the school board.
- F. A ruling by the chair is subject to appeal to the full school board pursuant to Robert's Rules of Order.
- G. The school board shall have authority to recognize any member of the audience regarding a request to be heard at the school board meeting. Members of the public who wish to be heard shall follow school board procedures.
- H. The chair has the authority to declare a recess at any time for the purpose of restoring decorum to the meeting or for any other necessary purpose.
- I. The chair shall repeat a motion or the substance of a motion prior to the vote. The chair shall call for an affirmative and a negative vote on all motions.
- J. The order in which names will be called for roll call votes will be determined by the school board.
- K. The chair has the same right and responsibility as each school board member to vote on all issues.
- L. The chair shall announce the result of each vote. The vote of each member, including abstentions, shall be recorded in the minutes. If the vote is unanimous, it may be reflected as unanimous in the minutes if the minutes also reflect the members present.
- M. One half of the board members plus one constitute a quorum. The absence of a quorum may be raised by the chair or any member. Generally any action taken in the absence of a quorum is null and void. The only legal actions the school board may take in the absence of a quorum are to fix the time at which to adjourn, to adjourn, to recess or to take measures to obtain a quorum.

**Legal References:** Minn. Stat. § 123B.09, Subds. 6 and 7 (School Board Powers)  
Minn. Stat. § 126C.53 (Enabling Resolution; Form of Certificates of Indebtedness)  
Minn. Stat. § 122A.40 (Employment Contracts, Termination)  
Minn. Stat. § 331A.01, Subd. 6 (Newspapers; Definitions)  
Minn. Stat. § 331A.04, Subd. 6 (Newspapers; Exception to Designation Priority)  
Minn. Stat. § 13D.01, Subd. 4 (Open Meeting Law)

Minn. Stat. § 471.88 (Exceptions)

***Cross References:*** MSBA/MASA Model Policy 203 (Operation of the School Board – Governing Rules)  
MSBA/MASA Model Policy 204 (School Board Meeting Minutes)  
MSBA/MASA Model Policy 206 (Public Participation in School Board Meetings/Complaints about Persons at School Board Meetings and Data Privacy Considerations)  
MSBA/MASA Model Policy 207 (Public Hearings)

## **203.2 ORDER OF THE REGULAR SCHOOL BOARD MEETING**

### **I. PURPOSE**

The purpose of this policy is to ensure consistency in the order of business at regular school board meetings.

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

It is the policy of the school board to consider matters that come before it in a consistent and orderly manner.

### **III. ORDER**

A. The school board shall conduct an orderly school board meeting. The school board will, at all regular school board meetings, follow an agenda order similar to:

1. Call to order.
2. Approval of agenda.
3. Recognition of visitors and open forum.
4. Good News.
5. Approval of prior meeting minutes.
6. Presentation of bills for payment.
7. Reports.
8. Written communications.
9. Old or unfinished business.
10. New business.
11. Superintendent's announcements.
12. Adjournment.

- B. Items in this order may be considered as part of a consent agenda.
- C. The school board may depart from the order of business with the consent of the majority of members present.

#### **IV. REGULAR SCHOOL BOARD MEETINGS**

Regular Meetings of the Board normally shall be the first Tuesday of each month unless otherwise posted on the Intermediate School District 917 website.

***Legal References:*** Minn. Stat. § 123B.09, Subd. 7 (School Board Powers)

***Cross References:*** MSBA/MASA Model Policy 203 (Operation of the School Board – Governing Rules)

MSBA/MASA Model Policy 203.5 (School Board Meeting Agenda)

MSBA/MASA Model Policy 203.6 (Consent Agendas)

## **203.5 SCHOOL BOARD MEETING AGENDA**

### **I. PURPOSE**

The purpose of this policy is to provide procedures for the preparation of the school board meeting agenda to ensure that the school board can accomplish its business as efficiently and expeditiously as possible.

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

It is the policy of the school board that school board meetings shall be conducted in a manner to allow the school board to accomplish its business while allowing reasoned debate and discussion of each matter to be acted upon.

### **III. PROCEDURES**

- A. It shall be the responsibility of the school board chair and superintendent to develop, prepare and arrange the order of items for the tentative school board meeting agenda for each school board meeting.
- B. Persons wishing to place an item on the agenda must make a request to the school board chair or superintendent six days prior to the school board meeting. The person making the request is encouraged to state the person's name, address, purpose of the item, action desired and pertinent background information. The chair and superintendent shall determine whether to place the matter on the tentative agenda.
- C. The tentative agenda and supporting documents shall be sent to the school board members five (5) days prior to the scheduled school board meeting.
- D. Items may only be added to the agenda by a motion adopted at the meeting. If an added item is acted upon, the minutes of the school board meeting shall include a description of the matter.
- E. At least one copy of any printed materials relating to the agenda items of the meeting prepared or distributed by or at the direction of the school board or its employees and: (i) distributed at the meeting to all members of the governing body; (ii) distributed before the meeting to all members; or (iii) shall be available in the meeting room for inspection by the public while the school board considers their subject matter. This does not apply to materials classified by law as other than public or to materials relating to the agenda items of a closed meeting.

#### **IV. VOTING PROCEDURES AT BOARD MEETINGS**

- A. A majority vote of the Board Members present and casting votes of "Yes" or "No" is the legal and official action of that body, and should be supported by members as such. A member voting in opposition to the majority, however, has a legal right to the recording of his/her vote in the official Board minutes. Voting on decisions shall be oral unless otherwise specified.
- B. A roll call vote may be requested by any Board Member or at the discretion of the Board Chairperson.
- C. A member may abstain from voting on a particular ballot by casting a "present" or "abstain" as his/her vote is called for. If that vote is re-cast at a later time, he/she may then re-record his/her vote.
- D. The Chairperson shall be a voting member of the Board.

***Legal References:*** Minn. Stat. § 123B.09, Subd. 7 (School Board Powers)  
Minn. Stat. § 13D.01, Subd. 6 (Open Meeting Law)

***Cross References:*** MSBA/MASA Model Policy 203 (Operation of the School Board – Governing Rules)  
MSBA/MASA Model Policy 203.2 (Order of the Regular School Board Meeting)  
MSBA/MASA Model Policy 203.6 (Consent Agendas)  
MSBA/MASA Model Policy 204 (School Board Meeting Minutes)  
MSBA/MASA Model Policy 207 (Public Hearings)

## **203.6 CONSENT AGENDAS**

### **I. PURPOSE**

The purpose of this policy is to allow the use of a consent agenda.

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

In order for a more efficient administration of school board meetings, the school board may elect to use a consent agenda for the passage of noncontroversial items or items of a similar nature.

### **III. CONSENT AGENDAS**

- A. The superintendent, in consultation with the school board chair, may place items on the consent agenda. By using a consent agenda, the school board has consented to the consideration of certain items as a group under one motion. Should a consent agenda be used, an appropriate amount of discussion time will be allowed to review any item upon request.
- B. Consent items are those which usually do not require discussion or explanation prior to school board action, are noncontroversial and/or similar in content, or are those items which have already been discussed and/or explained and do not require further discussion or explanation. Such agenda items might include tasks such as, but not limited to, the approval of the agenda, approval of previous minutes, approval of bills, approval of reports, etc. These items might also include similar groups of decisions such as, but not limited to, approval of staff contracts, approval of maintenance details for the school district buildings and grounds or approval of various schedules.
- C. Items shall be removed from the consent agenda by a timely request by an individual school board member for independent consideration. A request is timely if made prior to the vote on the consent agenda. The request does not require a second or a vote by the school board. An item removed from the consent agenda will then be discussed and acted on separately immediately following the consideration of the consent agenda.
- D. Consent agenda items are approved en masse by one vote of the school board. The consent agenda items shall be separately recorded in the minutes.

***Legal References:*** Minn. Stat. § 123B.09, Subd. 7 (School Board Powers)

***Cross References:*** MSBA/MASA Model Policy 203.2 (Order of the Regular School Board Meeting)  
MSBA/MASA Model Policy 203.5 (School Board Meeting Agenda)  
MSBA/MASA Model Policy 204 (School Board Meeting Minutes)

## **202 SCHOOL BOARD OFFICERS**

### **I. PURPOSE**

School board officers are charged with the duty of carrying out the responsibilities entrusted to them for the care, fiduciary management, and control of the public schools of the school district. The purpose of this policy is to delineate those responsibilities.

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

- A. The school board shall meet annually and organize by selecting a chair, vice chair, a clerk, a treasurer and such other officers as determined by the school board.
- B. The school board shall appoint a superintendent who shall be an ex officio, nonvoting member of the school board.

### **III. ORGANIZATION**

The school board shall meet annually in July, or as soon thereafter as practicable, and organize by selecting a chair, vice chair, a clerk, a treasurer, and such other officers as determined by the school board. These officers shall hold office for one year and until their successors are elected and qualify.

- A. The persons who perform the duties of clerk and treasurer need not be members of the school board.
- B. The school board by resolution may combine the duties of the offices of clerk and treasurer in a single person in the office of business affairs.
- C. At this Organizational Meeting the School Board shall:
  - 1. Elect its officers.
  - 2. Designate a District 917 depository.
  - 3. Designate the official newspaper of the district.
  - 4. Set the yearly salaries of its members and officers.
  - 5. Establish the yearly schedule for its regularly called Board Meetings.
  - 6. Renew memberships in organizations.
  - 7. Approve policies required or annual review.

## ORDER OF BUSINESS FOR ORGANIZATIONAL MEETING

1. Call to order - Superintendent or retiring Chair.
2. Administer oaths of acceptance to appointed board members.
3. Election of Chair - New Chair conducts balance of meeting.
4. Election of Vice-Chair.
5. Election of Clerk.
6. Election of Treasurer.
7. Resolution pertaining to official depository.
8. Resolution pertaining to official publication.
9. Establishment of dates and time of Regular Board Meetings for the succeeding year.
10. Establish salaries for Board Members.
11. Adjournment.

## IV. OFFICER'S RESPONSIBILITIES

### A. Chair

1. The chair, when present, shall preside at all meetings of the school board, countersign all orders upon the treasurer for claims allowed by the school board, and represent the school district in all actions and perform all duties a chair usually performs.
2. In case of absence, inability, or refusal of the clerk to draw orders for the payment of money authorized by a vote of the majority of the school board to be paid, the chair may draw the orders, or the office of the clerk may be declared vacant by the chair and treasurer and filled by appointment.

### B. Vice Chair

1. The vice chair serves in the temporary absence of the chair to represent the school district in all actions and perform all duties a chair usually performs.

### C. Treasurer

1. The treasurer or designee shall deposit the funds of the school district in the official depository.
2. The treasurer or designee shall make all reports which may be called for by the school board and perform all duties a treasurer usually performs.
3. In the event there are insufficient funds on hand to pay valid orders presented to the treasurer, the treasurer shall receive, endorse, and process

the orders in accordance with Minn. Stat. § 123B.12.

D. Clerk

1. The clerk or designee shall keep a record of all meetings in the books provided.
2. On or before August 15 of each year, the clerk or designee shall:
  - a. file with the school board a report of the revenues, expenditures and balances in each fund for the preceding fiscal year.
  - b. make and transmit to the commissioner certified reports, showing:
    - (1) condition and value of school property;
    - (2) revenues and expenditures in detail, and such other financial information required by law, rule, or as may be called for by the commissioner;
    - (3) length of school term and enrollment and attendance by grades; and
    - (4) other items of information as called for by the commissioner.
3. The clerk or designee shall enter into the clerk's record book copies of all reports and of the proceedings of any meeting, and keep an itemized account of all expenses of the school district.
4. The clerk or designee shall draw and sign all orders upon the treasurer for the payment of money for bills allowed by the school board for salaries of officers and for teachers' wages and all claims, to be countersigned by the chair.

E. Superintendent

1. The superintendent shall be an ex officio, nonvoting member of the school board.
2. The superintendent shall perform the following:
  - a. visit and supervise the schools in the school district, report and make recommendations about their condition when advisable or on request by the school board;

- b. recommend to the school board employment and dismissal of teachers;
- c. make reports required by the commissioner; and
- d. perform other duties prescribed by the school board.

***Legal References:*** Minn. Stat. § 123B.12 (Finance)  
Minn. Stat. § 123B.14 (Officers)  
Minn. Stat. § 123B.143 (Superintendent)

***Cross References:*** MSBA/MASA Model Policy 101 (Legal Status of the School District)  
MSBA/MASA Model Policy 201 (Legal Status of the School Board)  
MSBA/MASA Model Policy 203 (Operation of the School Board –  
Governing Rules)  
MSBA Service Manual, Chapter 1, School District Governance, Powers  
and Duties

*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, December 1, 2020  
Board reviewed, first reading, January 4, 2022*

**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 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. Executive Director of Student Services
  - 2. Principal DCALS
  - 3. Executive Director of Business Services
  - 4. Executive Assistant to the Superintendent

5. President, Dakota County Technical College
  6. 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 WCCO Television, Channel #4; WCCORADIO.COM; or WCCO.COM for the official announcement.
  - C. Department heads should remind staff of the closing procedures when serious inclement weather is forecast.
  - D. 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.

## VI. STAFF RESPONSIBILITIES IN THE EVENT OF AN INTERMEDIATE DISTRICT 917 SCHOOL CLOSING

- A. The superintendent will inform staff when school is cancelled whether or not they are expected to report to work. If staff are expected to report to work, employees are expected to report for work as soon as they safely can. 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 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.
- B. 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 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.
6. **Time off without pay will stay time off without pay.**

## **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 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.



**NEW Intermediate School District Policy 491 Mandatory COVID-19 Vaccination or  
Testing and Face Coverings  
First and second reading, January 4, 2022**

**491 - MANDATORY COVID-19 VACCINATION OR TESTING AND FACE COVERINGS**

***[Note: School districts are required by federal and state regulations to have a policy addressing these issues. The federal Occupational Safety and Health Administration (OSHA) implemented the Emergency Temporary Standard on Vaccination and Testing (ETS). These regulations then were adopted by the Minnesota Occupational Safety and Health Administration (MNOSHA) requiring employers, including school districts, to "establish, implement, and enforce" one of two policies: (1) a mandatory vaccination policy, or (2) a mandatory vaccination or testing and masking policy. Note that under the first policy, testing and masking still may be implemented if an employee is granted a reasonable accommodation, whereas under the second policy employees may test and mask even if they do not have a disability or religious belief that prevents them from being vaccinated. This model policy is for option 2, the mandatory vaccination or testing and face covering policy.]***

**I. PURPOSES**

The purpose of this policy is to comply with federal and state legal requirements related to the health and safety of school district students, staff and visitors due to the COVID-19 pandemic. The school district's intent is that this policy meet, and should be read consistent with, the procedures mandated by the Occupational Safety and Health Administration's (OSHA's) Emergency Temporary Standard on Vaccination and Testing (ETS) (see 29 C.F.R. § 1910.501) as adopted by the Minnesota Occupational Safety and Health Administration (MNOSHA), to the extent these regulations are adopted and enforceable. This policy shall be governed by the laws of, and applicable to, the State of Minnesota. If any part of this policy is construed to be in violation of any law, it shall not be enforced, but portions remaining valid shall remain in full force and effect.

**II. SCOPE**

This policy applies to all employees of the school district, both full and part-time. For purposes of this policy, the term "employees" includes all part-time employees, student employees, and temporary or seasonal employees, but does not apply to volunteers, independent contractors, employees who are employed through a staffing agency, or employees who do not report to a workplace where other employees or students are present, except as modified by law.

**III. DEFINITIONS**

- A. "Authorized telehealth proctor" means someone who is trained to observe sample collection and provide instructions and result interpretation assistance to individuals taking a COVID-19 test.
- B. "COVID-19 antigen test" means an in vitro diagnostic test used to detect active SARS-CoV-2 infection approved or authorized for emergency use by the U.S. Food and Drug Administration (FDA).
- C. "COVID-19 nucleic acid amplification test (NAAT)" means a molecular test that detects the ribonucleic acid (RNA) sequences that compromise the genetic material of the virus approved or authorized for emergency use by the FDA.

**IV. OVERVIEW AND GENERAL INFORMATION**

- A. Any employee that chooses to be vaccinated against COVID-19 must be fully vaccinated no later than January 10, 2022. Any employee not fully vaccinated by January 10, 2022, will be subject to the regular testing and face covering requirements of this policy until fully vaccinated.

- B. Employees will be considered fully vaccinated two weeks after receiving the requisite number of doses of a COVID-19 vaccine. Employees will be considered partially vaccinated if they received only one dose of a two-dose vaccine. This policy does not require booster vaccinations.
- C. Employees are responsible for scheduling their own vaccination appointments through their medical provider or pharmacy. The school district may hold vaccine clinics that the employee may attend, but the availability of a vaccine clinic does not shift the responsibility of obtaining a vaccination from the employee.
- D. An employee who does not comply with this policy will be subject to disciplinary action as set forth in School District policy and the employee's collective bargaining agreement (CBA) or employment contract or other agreement, to the extent applicable.

**V. VACCINATION STATUS AND ACCEPTABLE FORMS OF PROOF OF VACCINATION**

- A. All vaccinated employees are required to provide proof of full COVID-19 vaccination, regardless of where they are vaccinated, and even if employees received a vaccination through a school district sponsored clinic. Proof must be provided before January 10, 2022. If the school district does not receive proof of full vaccination from an employee by January 10, 2022, that employee will be considered unvaccinated until such proof is received.
- B. Proof of vaccination must be submitted to the Human Resources Coordinator. Acceptable submissions include uploading a copy of the proof of vaccination, emailing a copy of the proof of vaccination, providing a physical copy of the proof of vaccination, or bringing the proof of vaccination for the Human Resources department to copy.
- C. Acceptable Proof of Vaccination Status  
The following forms of proof of vaccination status will be accepted:
  - 1. The record of immunization from a healthcare provider or pharmacy;
  - 2. A copy of the COVID-19 vaccination Record Card;
  - 3. A copy of medical records documenting the vaccination;
  - 4. A copy of immunization records from a public health, state, or tribal immunization information system; or
  - 5. A copy of any other official documentation that contains the type of vaccine administered, date(s) of administration, and the name of the healthcare professional(s) or clinic site(s) administering the vaccine(s).
- D. Proof of vaccination must include the employee's name and should include the type of vaccine administered, the date(s) of administration, and the name of the healthcare professional(s) or clinic site(s) that administered the vaccine. In some cases, state immunization records may not include one or more of these data fields, such as clinic site. In those circumstances the school district will accept the state immunization record as acceptable proof of vaccination.
- E. If an employee is unable to produce one of these acceptable forms of proof of vaccination, despite attempts to do so (e.g., by trying to contact the vaccine administrator or state health department), the employee can provide a signed and dated statement attesting to his/her vaccination status (fully vaccinated or partially vaccinated); attesting that the employee lost and is otherwise unable to produce one of the other forms of acceptable proof; and including the following language:

"I declare (or certify, verify, or state) that this statement about my vaccination status is true and accurate. I understand that knowingly providing false information regarding my vaccination status on this form may subject me to criminal penalties."

Employees who attest to their vaccination status in this manner shall, to the best of their recollection, include in their attestation the type of vaccine administered, the date(s) of the administration, and the name of the healthcare professional(s) or clinic site(s) administering the vaccine.

- F. To satisfy this policy, the COVID-19 vaccine must be approved or authorized for emergency use by the Federal Food and Drug Administration (FDA), or listed for emergency use by the World Health Organization (WHO).

## **VI. SUPPORTING COVID-19 VACCINATION**

- A. An employee may utilize up to four hours of additional paid leave per dose to travel to the vaccination site, receive a COVID-19 vaccination, and return to work. A maximum of eight hours of paid leave will be provided for employees receiving two primary doses. Paid leave provided for obtaining a COVID-19 vaccination will not affect or reduce any accrued leave time (e.g., vacation or sick leave). If an employee does not require the full use of four or eight hours to obtain the vaccine, only the necessary amount of duty time will be granted. Employees who take longer than four or eight hours to obtain the vaccine must send their supervisor an email documenting the reason for the additional time. Any additional time requested will be granted, if reasonable, but will not be paid by the school district. An employee may elect, however, to substitute accrued paid leave in lieu of unpaid leave. Employees vaccinated outside of their approved work hours will not be compensated unless previously agreed to in writing by the school district.
- B. Employees will be granted up to two workdays of additional paid sick leave immediately following receipt of each primary dose if they experience side effects from the COVID-19 vaccination that prevent them from working upon written approval by the Human Resources Coordinator.
- C. Employees are to follow the school district procedures in requesting sick leave for duty time missed to obtain the COVID-19 vaccine or sick leave to recover from side effects.
- D. Paid leave will not be provided by the school district for booster shots for employees who have been fully vaccinated.
- E. Nothing in this policy should be construed to create a right to paid leave for any vaccination other than the one or two primary COVID-19 vaccination doses.

## **VII. ACCOMMODATION REQUESTS**

Employees may request an accommodation from this vaccination policy if the vaccine is medically contraindicated for them or medical necessity requires a delay in vaccination. Employees also may be legally entitled to a reasonable accommodation if they cannot be vaccinated, test for COVID-19, and/or wear a face covering (as otherwise required by this policy) because of a disability, or if the provisions in this policy for vaccination, and/or testing for COVID-19, and/or wearing a face covering conflict with a sincerely held religious belief, practice, or observance. Requests for reasonable accommodations must be initiated by the employees by submitting a written request to the Human Resources Coordinator. All such requests will be handled in accordance with applicable laws and regulations.

## **VIII. COVID-19 TESTING**

- A. Effective January 10, 2022, all employees who are not fully vaccinated and who have not received a reasonable accommodation pursuant to Section VII. of this policy will be required to comply with Sections VIII. and IX. of this policy.

- B. Effective February 7, 2022, employees who report to the workplace at least once every seven days:
  - 1. Must be tested for COVID-19 at least once every seven days; and
  - 2. Must provide documentation of the most recent COVID-19 test result to the Human Resources Department no later than the seventh day following the date on which the employee last provided a test result.
- C. An employee who does not report to the workplace during a period of seven or more days (e.g., teleworking or on vacation for two weeks):
  - 1. Must be tested for COVID-19 within seven days prior to returning to the workplace; and
  - 2. Must provide documentation of that test result to the Human Resources Department upon return to the workplace.
- D. Employees who do not provide documentation of a COVID-19 test result as required by this policy, will be removed from the workplace until a test result is provided.
- E. Employees who received a positive COVID-19 test or have been diagnosed with COVID-19 by a licensed healthcare provider are not required to undergo COVID-19 testing for 90 days following the date of their positive test or diagnosis. Employees must provide proof of the positive test result or diagnosis to the Human Resources Department.
- F. Approved COVID-19 Tests  
Approved COVID-19 tests are tests for SARS-CoV-2 that are:
  - 1. Cleared, approved, or authorized, including in an Emergency Use Authorization (EUA), by the FDA to detect current infection with the SARS-CoV-2 virus;
  - 2. Administered in accordance with the authorized instructions; and
  - 3. Not both self-administered and self-read unless observed by the school district or an authorized telehealth proctor.
- G. Employees must abide by the testing procedures outlined in the current Returning to Learning plan available on the school district website. Employees must schedule their own testing appointments. Employees are responsible for paying any cost of testing. The school district will not pay or reimburse employees for any costs associated with COVID-19 testing.

## **IX. FACE COVERINGS**

- A. If face coverings are not required in the District's Returning to Learning Guide as detailed in Policy 808 COVID-19 Face Coverings, employees covered by this policy who are not fully vaccinated will be required to wear a face covering. Face coverings must (1) completely cover the nose and mouth; (2) be made with two or more layers of a breathable fabric that is tightly woven (i.e. fabrics that do not let light pass through when held up to a light source); (3) be secured to the head with ties, ear loops, or elastic bands that go behind the head; (4) fit snugly over the nose, mouth, and chin with no large gaps on the outside of the face; and (5) be a solid piece of material without slits, exhalation valves, visible holes, punctures, or other openings. Acceptable face coverings include clear face coverings or cloth face coverings with a clear plastic panel that, despite the non-cloth material allowing light to pass through, otherwise meet these criteria and which may be used to facilitate communication with people who are deaf or hard-of-hearing or others who need to see a speaker's mouth or facial expressions to understand speech or sign language respectively. If gaiters are worn, they should have two layers of fabric or be folded to make two layers.

- B. Employees who are not fully vaccinated must wear face coverings over the nose and mouth when indoors and when occupying a vehicle with another person for work purposes.
- C. Employees who choose to remain unvaccinated are responsible for providing their own face covering that complies with this policy.
- D. The following are exceptions to the school district's requirements for face coverings for unvaccinated employees required by this policy:
  - 1. When an employee is alone in a room with floor-to-ceiling walls and a closed door.
  - 2. For a limited time, while an employee is eating or drinking at the workplace or for identification purposes in compliance with safety and security requirements.
  - 3. When an employee is wearing a respirator or facemask, as those terms are defined by 29 C.F.R. § 1910.501(c) or other applicable OSHA/MNOSHA regulation.
  - 4. Where the Superintendent has determined that the use of face coverings is infeasible or creates a greater hazard (e.g., when it is important to see the employee's mouth for reasons related to the employee's job duties, when the work requires the use of the employee's uncovered mouth, or when the use of a face covering presents a risk of serious injury or death to the employee).
- E. The face covering requirements are applicable regardless of any other school district policy, resolution, regulation or administrative directives regarding face coverings.

**X. EMPLOYEE NOTIFICATION OF COVID-19 AND REMOVAL FROM THE WORKPLACE this will be IX**

- A. In addition to weekly testing notification to Human Resources, any employees (vaccinated or unvaccinated) who test positive for COVID-19 or are diagnosed with COVID-19 by a licensed healthcare provider must abide by the positive COVID-19 test notification procedures outlined in the current Returning to Learning plan available on the school district website.
- B. Medical Removal from the Workplace
 

The school district also implemented procedures for keeping COVID-19 positive employees from the workplace in certain circumstances. The school district will immediately remove employees from the workplace if they received a positive COVID-19 test or are diagnosed with COVID-19 by a licensed healthcare provider (i.e., immediately send them home or to seek medical care, as appropriate).
- C. Return to Work Criteria
  - 1. For employees removed because they are COVID-19 positive, the school district will keep them removed from the workplace until the employees receive a negative result on a COVID-19 nucleic acid amplification test ("NAAT") following a positive result on a COVID-19 antigen test if the employees choose to seek a NAAT test for confirmatory testing; meet the return to work criteria in Returning to Learning Guide based on guidance from the Centers for Disease Control and Prevention (CDC), Minnesota Department of Health (MDH), and Minnesota Department of Education (MDE), considering the district's unique student body.

**XI. NEW HIRES**

All new employees are required to be in compliance with this policy before arriving at the workplace as a condition of employment. Potential candidates for employment will be notified of the requirements of this policy prior to the start of employment.

## **XII. CONFIDENTIALITY AND PRIVACY**

All medical information collected from individuals, including vaccination information, test results, and any other information obtained as a result of testing, will be treated in accordance with applicable laws and policies on confidentiality and policy.

**Legal References:** Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)  
Minn. Stat. Ch. 182 (Occupational Safety and Health)  
Minn. Stat. § 363A.20 (Exemption Based on Employment)  
Minn. R. Pt. 5205.0010, subp. 2, QQ (Adoption of Federal Occupational Health and Safety Standards by Reference)  
29 C.F.R. § 1910.501 (Emergency Temporary Standard on Vaccination and Testing)  
42 U.S.C. § 2000-e, et seq. (Equal Employment Opportunity)  
42 U.S.C. § 12101, et seq. (Americans with Disabilities Act)  
29 C.F.R. § 1630.14(d)(4) (Medical Examinations and Inquiries Specifically Permitted)

**Cross References:** MSBA/MASA Model Policy 401 (Equal Employment Opportunity)  
MSBA/MASA Model Policy 402 (Disability Nondiscrimination Policy)  
MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)  
MSBA/MASA Model Policy 406 (Public and Private Personnel Data)  
MSBA/MASA Model Policy 412 (Expense Reimbursement)  
MSBA/MASA Model Policy 807 (Health and Safety)  
Intermediate School District 917 Policy 808 Face Coverings