

Work Session

Tuesday, October 4, 2022 4:30 PM

917 Board Room, 130 145th Street East, Rosemount, MN 55068

I. Call to Order - Chair Cindy Nordstrom

II. Conduct Pledge of Allegiance - Chair Cindy Nordstrom

III. Reports

III.A. Continuous Improvement Plan - Dr. Melissa Schaller and Dr. Brooke Peterson

IV. Integrity: Aligning our actions with our values and beliefs

IV.A.

- Policies
 - o Final readings
 - o First readings

V. New Business - (Collaboration)

V.A. Annual Assurance of Compliance - Dr. Michael Favor

V.B. Temporary Employee Report - Nicolle Roush

V.C. Health Associates Contract for 2022-2023 - Dr. Michael Favor (*Stewardship*)

V.D. Enrollment Reports - Dr. Melissa Schaller

V.E. Discussion on Human Resources Positions - Nicolle Roush

VI. Old Business

VI.A. Review Dr. Favor's Rubric for 2022-2023 - Dr. Favor

VII. Adjournment - Chair Cindy Nordstrom



Special
Education/Teaching
and Learning
Continuous
Improvement Plan



Process (Collaboration & Innovation)

1. June Data Retreat and Reflection
2. August Creation/Planning Sessions
3. Administrative Sharing Sessions



Goals Aligned to Strategic Directions

1. Increasing Student Achievement and Engagement
2. Increase Social/Emotional Learning and Skills for Students and Staff
3. Support and Lead Staff through Continuous Improvement
4. Increase Support for All through Inclusive Practices



Components of CIP Action Plans

1. Three to five years to achieve large goal, broken down by year.
2. Current year written as a SMARTER goal.
3. [High Leverage Practices](#) (HLP) Alignment
4. Current Relevant Data and Rationale
5. Action Steps
6. Constraints/Barriers
7. Budgetary Considerations



Professional Development Plan (Innovation)

1. Monthly topics
2. Administrative PD for this year includes:
 - a. Street Data Book Study
 - b. HR Topics
 - c. Story Circles
 - d. Evaluations
 - e. MTSS



Goal Highlight



Increasing student achievement and engagement (Innovation & Equity)

SMARTE Goal 1:

By May of 2023, we will evaluate existing district systems for academic instruction and classroom engagement practices to identify redundancies, informal expectations, and missing components. With this information we will create a guidebook/framework for implementation in sites/programs.

Action Steps:

1. Create/find rubrics for evaluating our district systems
2. Identify our district systems for academic instruction and classroom engagement practices
3. Identify missing components needed within our district systems
4. Align missing components and current practices with best practices
5. Create a framework/guidebook for district/site implementation



Looking forward to a
great year!



Intermediate School District 917

Purposeful. Personalized. Partners.

1300 145th Street East, Rosemount, MN 55068

(651) 423-8229 * <http://www.isd917.org>

Dr. Michael Favor

TO: School Board
FROM: Dr. Michael Favor
DATE: October 4, 2022
RE: Final reading on policies

The policies listed below are a final reading. All references to he or she was changed to they or them and all parents included parents or guardians.

- **416 Drug and Alcohol Testing and forms.** Although this was attorney reviewed in June, in July MSBA added the information on Clearinghouse and cannabinoids and other minor changes.
- **Policy 104 Mission Statement** – incorporates our mission from Strategic Planning
- **Policy 418 Drug Free Workplace/Drug Free School** – incorporates “edible cannabis.” The revisions include updates to definitions in light of laws that recently took effect. Article V is revised and reorganized due to the revised federal Student Support and Academic Freedom Act (which replaced the Safe and Drug-Free Schools and Communities Act). Adopt MSBA Policy.

Notes from the attorney:

I’m following up on the MSBA’s proposed revisions to Policy 418. We recently advised another client that we didn’t see a legal issue with moving forward with adopting the revised version of the policy. As a reminder, the MSBA’s bold and bracketed “notes” should be removed from the final policy language.

I spent some time looking into the ban on “nonintoxicating cannabinoids.” While hemp products containing trace amounts of THC were removed from the federal Controlled Substances Act, the problem with CBD and other products containing non-intoxicating cannabinoids is that it is very difficult to be able to determine what is legal and illegal in the evolving cannabis industry. I suspect the MSBA recommends broadly including “nonintoxicating cannabinoids” in the policy language because federal law requires a school district to provide an educational environment and workplace that is free from controlled substances as a condition of receiving federal funds and it is difficult to verify vendor claims regarding what is actually in CBD and other hemp products.

The phrase “controlled substances” was moved around a bit, but it is still in the policy. As to the form we discussed previously, I looked at the document again. I think you could keep it as is. The form we had discussed previously mentioned “medical cannabis” is not permitted. The definition of “medical cannabis” is broad enough to include nonintoxicating cannabinoids.

- **Policy 709 Student Transportation.** Title changes and statute language changes.

- **Policy 721 Uniform Grant Guidance.** Updates micro-purchase limit.
- **Policy 806 Crisis Management.** 917's policy is one page. MSBA's policy is many pages. All our sites have an Emergency Procedures Handbook so our one page should be good for this annual review.



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ISD 917 School District Mission Statement Policy 104

Board Approved 1/8/2019

Board Reviewed October 4, 2022, final reading

104 SCHOOL DISTRICT MISSION STATEMENT

I. PURPOSE

The purpose of this policy is to establish a clear statement of the purpose for which the school district exists.

II. GENERAL STATEMENT OF POLICY

The school board believes that a mission statement should be adopted. The mission statement should be based on the beliefs and values of the community, should direct any change effort and should be the basis on which decisions are made. The school board, on behalf of and with extensive participation by the community, should develop a consensus among its members regarding the nature of the enterprise the school board governs, the purposes it serves, the constituencies it should consider, including student representation, and the results it intends to produce.

III. MISSION STATEMENT

- A. Mission (= Our Core Purpose): In partnership with member districts, Intermediate School District 917 provides high quality, equitable, and specialized programming to meet the needs of all students.
- B. Vision (= What We Intend to Create): Intermediate School District 917 models an innovative culture with diverse pathways serving students and families through equitable practices with highly trained staff.
- C. Core Values (= Drivers of Our Words and Actions)
 - a. Collaboration: Working together to achieve more collectively.
 - b. Empathy: Considering and respecting the perspective and needs of member districts, students, families and staff.
 - c. Innovation: Ongoing improvement of programs and services.
 - d. Stewardship: Managing financial and human resources carefully and responsibly.
 - e. Communication: Multi-dimensional, transparent conversation focused on sharing information and creating a positive learning and working environment.
 - f. Integrity: Aligning our actions with our values and beliefs.
 - g. Personalization: Building on the strengths and addressing the unique needs of individual students.
 - h. Equity: Intentionally providing opportunities while removing barriers at all levels of the organization.
 - i. Diversity: Appreciating and valuing everyone's unique selves.
- D. Strategic Directions (= Focus of Our Improvement Efforts):
 - a. Increase student achievement and engagement
 - b. Support and lead staff through continuous improvement

- c. Deepen engagement of stakeholders through quality, equitable communication practices
- d. Increase social-emotional learning and skills for students and staff
- e. Increase support for ALL through inclusive practices
- E. District Motto: Purposeful. Personalized. Partners.
- F. Logo:



IV. REVIEW

The school board will review the school district's mission on a regular basis, especially when members of the board change. The school board will conduct a comprehensive review of the mission, including the beliefs and values of the community, every five to seven years.

Legal References:

Minn. Stat. § 120B.11 (School District Process for Reviewing Curriculum, Instruction, and Student Achievement)

Minn. Rule Parts 3501.0010-3501.0180

Minn. Rule Parts 3501.0200-3501.0270

416 DRUG AND ALCOHOL TESTING

[Note: Drug and alcohol testing of school bus drivers and applicants is mandatory under federal law. The mandatory testing is described under Part III. of the policy. Testing of other employees or testing of school bus drivers beyond that mandated by federal law is optional and can be done under state law only if a policy containing provisions, such as the provisions of Part IV. of this policy, are adopted. To preserve the right to request or require school district employees who are not bus drivers and applicants to undergo drug and/or alcohol testing or to require bus drivers to submit to testing that is not federally mandated, a school district should adopt Part IV. as part of its drug and alcohol testing policy.]

I. PURPOSE

- A. The school board recognizes the significant problems created by drug and alcohol use in society in general, and the public schools in particular. The school board further recognizes the important contribution that the public schools have in shaping the youth of today into the adults of tomorrow.
- B. The school board believes that a work environment free of drug and alcohol use will be not only safer, healthier, and more productive but also more conducive to effective learning. To provide such an environment, the purpose of this policy is to provide authority so that the school board may require all employees and/or job applicants to submit to drug and alcohol testing in accordance with the provisions of this policy and as provided in federal law and Minnesota Statutes, sections 181.950-181.957.

II. GENERAL STATEMENT OF POLICY

- A. All school district employees and job applicants whose positions require a commercial driver's license will be required to undergo drug and alcohol testing in accordance with federal law and the applicable provisions of this policy. The school district also may request or require that drivers submit to drug and alcohol testing in accordance with the provisions of this policy and as provided in Minnesota Statutes, sections 181.950-181.957.
- B. The school district may request or require that any school district employee or job applicant, other than an employee or applicant whose position requires a commercial driver's license, submit to drug and alcohol testing in accordance with the provisions of this policy and as provided in Minnesota Statutes, sections 181.950-181.957.
- C. The use, possession, sale, purchase, transfer, or dispensing of any drugs not medically prescribed, including medical cannabis, whether or not it has been prescribed for the employee, is prohibited on school district property (which includes school district vehicles), while operating school district vehicles or equipment, and at any school-sponsored program or event. Use of drugs that are not medically prescribed, including medical cannabis, whether or not it has been prescribed for the employee, is also prohibited throughout the school or work day, including lunch or other breaks, whether or not the employee is on or off school district property. Employees under the influence of drugs that are not medically prescribed are prohibited from entering or remaining on school district property.
- D. The use, possession, sale, purchase, transfer, or dispensing of alcohol is prohibited on school district property (which includes school district vehicles), while operating school district vehicles or equipment, and at any school-sponsored program or event. Use of

alcohol is also prohibited throughout the school or work day, including lunch or other breaks, whether or not the employee is on or off school district property. Employees under the influence of alcohol are prohibited from entering or remaining on school district property.

- E. Any employee who violates this section shall be subject to discipline that includes, but is not limited to, immediate suspension without pay and immediate discharge.

III. FEDERALLY MANDATED DRUG AND ALCOHOL TESTING FOR SCHOOL BUS DRIVERS

A. General Statement of Policy

All persons subject to commercial driver's license requirements shall be tested for alcohol, marijuana (including medical cannabis), cocaine, amphetamines, opiates (including heroin), and phencyclidine (PCP), pursuant to federal law. Drivers who test positive for alcohol or drugs shall be subject to disciplinary action, which may include termination of employment.

B. Definitions

1. "Actual Knowledge" means actual knowledge by the school district that a driver has used alcohol or controlled substances based on: (a) direct observation of the employee's use (not observation of behavior sufficient to warrant reasonable suspicion testing); (b) information provided by a previous employer; (c) a traffic citation; or (d) an employee's admission, except when made in connection with a qualified employee self-admission program.
2. "Alcohol Screening Device" (ASD) means a breath or saliva device, other than an Evidential Breath Testing Device (EBT), that is approved by the National Highway Traffic Safety Administration and placed on its Conforming Products List for such devices.
3. "Breath Alcohol Technician" (BAT) means an individual who instructs and assists individuals in the alcohol testing process and who operates the EBT.
4. "Commercial Motor Vehicle" (CMV) includes a vehicle that is designed to transport 16 or more passengers, including the driver.
5. "Designated Employer Representative" (DER) means an employee authorized by the school district to take immediate action to remove employees from safety-sensitive duties, or cause employees to be removed from these covered duties, and to make required decisions in the testing and evaluation process. The DER receives test results and other communications for the school district.
6. "Department of Transportation" (DOT) means United States Department of Transportation.
7. "Direct Observation" means observation of alcohol or controlled substances use and does not include observation of employee behavior or physical characteristics sufficient to warrant reasonable suspicion testing.
8. "Driver" is any person who operates a CMV, including full-time, regularly employed drivers, casual, intermittent, or occasional drivers, leased drivers, and independent owner-operator contractors.
9. "Evidential Breath Testing Device" (EBT) means a device approved by the National Highway Traffic Safety Administration for the evidentiary testing of breath for alcohol concentration and placed on its Conforming Products List for such devices.

10. "Licensed Medical Practitioner" means a person who is licensed, certified, and/or registered, in accordance with applicable Federal, State, local, or foreign laws and regulations, to prescribe controlled substances and other drugs.
11. "Medical Review Officer" (MRO) means a licensed physician responsible for receiving and reviewing laboratory results generated by the school district's drug testing program and for evaluating medical explanations for certain drug tests.
12. "Refusal to Submit" (to an alcohol or controlled substances test) means that a driver: (a) fails to appear for any test within a reasonable time, as determined by the school district, consistent with applicable DOT regulations, after being directed to do so; (b) fails to remain at the testing site until the testing process is complete; (c) fails to provide a urine specimen or an adequate amount of saliva or breath for any DOT drug or alcohol test; (d) fails to permit the observation or monitoring of the driver's provision of a specimen in the case of a directly observed or monitored collection in a drug test; (e) fails to provide a sufficient breath specimen or sufficient amount of urine when directed and a determination has been made that no adequate medical explanation for the failure exists; (f) fails or declines to take an additional test as directed by the school district or the collector; (g) fails to undergo a medical examination or evaluation, as directed by the MRO or the DER; (h) fails to cooperate with any part of the testing process (e.g., refuses to empty pockets when so directed by the collector, behaves in a confrontational way that disrupts the collection process, fails to wash hands after being directed to do so by the collector, fails to sign the certification on the forms); (i) fails to follow the observer's instructions, in an observed collection, to raise the driver's clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if the driver has any type of prosthetic or other device that could be used to interfere with the collection process; (j) possesses or wears a prosthetic or other device that could be used to interfere with the collection process; (k) admits to the collector or MRO that the driver adulterated or substituted the specimen; or (l) is reported by the MRO as having a verified adulterated or substituted test result. An applicant who fails to appear for a pre-employment test, who leaves the testing site before the pre-employment testing process commences, or who does not provide a urine specimen because ~~he or she has~~ **they have** left before it commences is not deemed to have refused to submit to testing.
13. "Safety-Sensitive Functions" are on-duty functions from the time the driver begins work or is required to be in readiness to work until relieved from work and all responsibility for performing work, and include such functions as driving, loading and unloading vehicles, or supervising or assisting in the loading or unloading of vehicles, servicing, repairing, obtaining assistance to repair, or remaining in attendance during the repair of a disabled vehicle.
14. "Screening Test Technician" (STT) means anyone who instructs and assists individuals in the alcohol testing process and operates an ASD.
15. "Stand Down" means the practice of temporarily removing an employee from performing safety-sensitive functions based only upon a laboratory report to the MRO of a confirmed positive test for a drug or drug metabolite, an adulterated test, or a substituted test before the MRO completes the verification process.
16. "Substance Abuse Professional" (SAP) means a qualified person who evaluates employees who have violated a DOT drug and alcohol regulation and makes recommendations concerning education, treatment, follow-up testing, and aftercare.

C. Policy and Educational Materials

[Note: Federal regulations require that school districts provide materials to bus drivers explaining the school district's policies and procedures and the federal requirements with respect to the mandatory drug and alcohol testing of bus drivers. 49 Code of Federal Regulations section 382.601. Most of the required information is contained within this model policy. Additional materials to be provided to employees are described in Paragraph 2. of Section C.]

1. The school district shall provide a copy of this policy and procedures to each driver prior to the start of its alcohol and drug testing program and to each driver subsequently hired or transferred into a position requiring driving of a CMV.
2. The school district shall provide to each driver information required under Title 49 of the Code of Federal Regulations, including information concerning the effects of alcohol and controlled substances use on an individual's health, work, and personal life; signs and symptoms of an alcohol or controlled substance problem (the driver's or a coworker's); and available methods of intervening when an alcohol or controlled substance problem is suspected, including confrontation, referral to an employee assistance program, and/or referral to management.
3. The school district shall provide written notice to representatives of employee organizations that the information described above is available.
4. The school district shall require each driver to sign a statement certifying that the driver received a copy of the policy and materials. This statement should be in the form of Attachment A to this policy. The school district will maintain the original signed certificate and will provide a copy to the driver if the driver so requests.

[Note: The federal regulations require a school district to obtain a signed statement from each driver certifying that he or she received a copy of these materials. 49 Code of Federal Regulations section 382.601(d). The original signed certificate must be maintained by the school district and a copy may be provided to the driver.]

D. Alcohol and Controlled Substances Testing Program Manager

[Note: School districts are required by federal regulations to designate a person to answer driver questions about the policy and the education materials described in Section C. above and to notify the drivers of the designation. 49 Code of Federal Regulations section 382.601(b)(1).]

1. The program manager will coordinate the implementation, direction, and administration of the alcohol and controlled substances testing policy for bus drivers. The program manager is the principal contact for the collection site, the testing laboratory, the MRO, the BAT, the SAP, and the person submitting to the test. Employee questions concerning this policy shall be directed to the program manager.
2. The school district shall designate a program manager and provide written notice of the designation to each driver along with this policy.

E. Specific Prohibitions for Drivers

[Note: The specific prohibitions for drivers are contained, in large part, in 49 Code of Federal Regulations sections 382.201-382.215.]

1. Alcohol Concentration. No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater. Drivers who test greater than 0.04 will be taken out of service and will be subject to evaluation by a professional and retesting at the driver's expense.
2. Alcohol Possession. No driver shall be on duty or operate a CMV while the driver possesses alcohol.
3. On-Duty Use. No driver shall use alcohol while performing safety-sensitive functions.
4. Pre-Duty Use. No driver shall perform safety-sensitive functions within four (4) hours after using alcohol.
5. Use Following an Accident. No driver required to take a post-accident test shall use alcohol for eight (8) hours following the accident, or until the driver undergoes a post-accident alcohol test, whichever occurs first.
6. Refusal to Submit to a Required Test. No driver shall refuse to submit to an alcohol or controlled substances test required by post-accident, random, reasonable suspicion, return-to-duty, or follow-up testing requirements. A verified adulterated or substituted drug test shall be considered a refusal to test.
7. Use of Controlled Substances. No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions when the driver uses any controlled substance, except when the use is pursuant to instructions (which have been presented to the school district) from a licensed medical practitioner who is familiar with the driver's medical history and has advised the driver that the substance does not adversely affect the driver's ability to safely operate a CMV. Controlled substance includes medical cannabis, regardless of whether the driver is enrolled in the state registry program.
8. Positive, Adulterated, or Substituted Test for Controlled Substance. No driver shall report for duty, remain on duty, or perform a safety-sensitive function if the driver tests positive for controlled substances, including medical cannabis, or has adulterated or substituted a test specimen for controlled substances.
9. General Prohibition. Drivers are also subject to the general policies and procedures of the school district that prohibit possession, transfer, sale, exchange, reporting to work under the influence of drugs or alcohol, and consumption of drugs or alcohol while at work or while on school district premises or operating any school district vehicle, machinery, or equipment.

F. Other Alcohol-Related Conduct

[Note: Consequences for drivers engaging in alcohol-related conduct are described in the federal regulations. 49 Code of Federal Regulations section 382.505.]

No driver found to have an alcohol concentration of 0.02 or greater but less than 0.04 shall perform safety-sensitive functions for at least twenty-four (24) hours following administration of the test. The school district will not take any action under this policy other than removal from safety-sensitive functions based solely on test results showing an alcohol concentration of less than 0.04 but may take action otherwise consistent with law and the policies of the school district.

G. Prescription Drugs/Cannabinoid Products

A driver shall inform the driver's supervisor if at any time the driver is using a controlled

substance pursuant to a physician's prescription. The physician's instructions shall be presented to the school district upon request. Use of a prescription drug shall be allowed if the physician has advised the driver that the prescribed drug will not adversely affect the driver's ability to safely operate a CMV. Use of medical cannabis is prohibited notwithstanding the driver's enrollment in the patient registry. Use of nonintoxicating cannabinoids or edible cannabinoid products is not a legitimate medical explanation for a confirmed positive test result for marijuana. MROs will verify a drug test confirmed as positive, even if a driver claims to have only used nonintoxicating cannabinoids or edible cannabinoid product.

H. Testing Requirements

[Note: School districts must utilize the U.S. DOT Drug & Alcohol Clearinghouse ("Clearinghouse") to conduct pre-employment queries, annual queries, and reports regarding CDL holders who operate CMVs on public roads (including school bus drivers) and who are covered by the Federal Motor Carrier Safety Administration (FMCSA) Drug and Alcohol Testing Program. In addition to utilizing the Clearinghouse, school districts must continue to comply with the alcohol and controlled substance testing required under Title 49 of the Federal Regulations.]

1. Pre-Employment Testing

[Note: 49 Code of Federal Regulations section 382.301 details the requirements for pre-employment testing.]

- a. A driver applicant shall undergo testing for ~~alcohol and~~ controlled substances, including medical cannabis, before the first time the driver performs safety-sensitive functions for the school district.

[Note: A school district is permitted, but not required, to conduct pre-employment testing for the use of alcohol. If a school district elects to require pre-employment testing for alcohol, it should include the bracketed text in Subparagraph a., above, and test all applicants uniformly.]

- b. Tests shall be conducted only after the applicant has received a conditional offer of employment.
- c. To be hired, the applicant must test negative and must sign an agreement in the form of Attachment B to this policy, authorizing former employers to release to the school district all information on the applicant's alcohol tests with results of blood alcohol concentration of 0.04 or higher, or verified positive results for controlled substances, including medical cannabis, or refusals to be tested (including verified adulterated or substituted drug test results), or any other violations of DOT agency drug and alcohol testing regulations, or, if the applicant violated the testing regulations, documentation of the applicant's successful completion of DOT return-to-duty requirements (including follow-up tests), within the preceding two (2) years.

[Note: Federal regulations require school districts to inquire about, obtain, and review alcohol and controlled substances information from prior employers pursuant to a driver's written authorization, prior to the time a driver performs safety-sensitive functions, if feasible. 49 Code of Federal Regulations section 382.413 and 49 Code of Federal Regulations section 40.25. If not feasible, school districts must not permit the employee to perform safety-sensitive functions for more than thirty (30) days from the date a safety-sensitive function was performed unless the school districts make good faith efforts to obtain the information and to make a record of those efforts to be retained in the driver's qualification file.]

- d. The applicant also must be asked whether ~~he or she has~~ **they have** tested positive, or refused to test, on any pre-employment drug or alcohol test administered by an employer to which the employee, during the last two (2) years, applied for, but did not obtain, safety-sensitive transportation work covered by DOT testing rules.
- e. Before employing a driver subject to controlled substances and alcohol testing, the school district must conduct a full pre-employment query of the federal Commercial Driver's License (CDL) Drug and Alcohol Clearinghouse ("Clearinghouse") to obtain information about whether the driver (1) has a verified positive, adulterated, or substituted controlled substances test result; (2) has an alcohol confirmation test with a concentration of 0.04 or higher; (3) has refused to submit to a test in violation of federal law; or (4) that an employer has reported actual knowledge that the driver used alcohol on duty, before duty, or following an accident in violation of federal law or used a controlled substance in violation of federal law. The applicant must give specific written or electronic consent for the school district to conduct the Clearinghouse full query. The school district shall retain the consent for three (3) years from the date of the query.

3. Post-Accident Testing

[Note: 49 Code of Federal Regulations section 382.303 governs post-accident testing of drivers.]

- a. As soon as practicable following an accident involving a CMV, the school district shall test the driver for alcohol and controlled substances, including medical cannabis, if the accident involved the loss of human life or if the driver receives a citation for a moving traffic violation arising from an accident which results in bodily injury or disabling damage to a motor vehicle.
- b. Drivers should be tested for alcohol use within two (2) hours and no later than eight (8) hours after the accident.
- c. Drivers should be tested for controlled substances, including medical cannabis, no later than thirty-two (32) hours after the accident.
- d. A driver subject to post-accident testing must remain available for testing, or shall be considered to have refused to submit to the test.
- e. If a post-accident alcohol test is not administered within two (2) hours following the accident, the school district shall prepare and maintain on file a record stating the reasons the test was not promptly administered and continue to attempt to administer the alcohol test within eight (8) hours.
- f. If a post-accident alcohol test is not administered within eight (8) hours following the accident or a post-accident controlled substances test is not administered within thirty-two (32) hours following the accident, the school district shall cease attempts to administer the test, and prepare and maintain on file a record stating the reasons for not administering the test.
- g. The school district shall report drug and alcohol program violations to the Clearinghouse as required under federal law.

4. Random Testing

[Note: 49 Code of Federal Regulations section 382.305 governs random testing of drivers.]

- a. The school district shall conduct tests on a random basis at unannounced times throughout the year, as required by the federal regulations.

[Note: The Federal Highway Administration (FHWA) set the random alcohol selection and testing rate at 10% of the average number of driver positions and evaluates this minimum percentage each year. School districts can elect to stay at the 1998 level of 25% (or a higher percentage) if they do not want to monitor the minimum annual percentage rate set by the FHWA. The random controlled substances selection and testing rate has remained at 50% each year and has not been lowered to 25% as is possible under the regulations.]

- b. The school district shall test for alcohol at a minimum annual percentage rate of 10% of the average number of driver positions, and for controlled substances, including medical cannabis, at a minimum annual percentage of 50%.

- c. The school district shall adopt a scientifically valid method for selecting drivers for testing, such as random number table or a computer-based random number generator that is matched with identifying numbers of the drivers. Each driver shall have an equal chance of being tested each time selections are made. Each driver selected for testing shall be tested during the selection period.

- d. Random tests shall be unannounced. Dates for administering random tests shall be spread reasonably throughout the calendar year.

- e. Drivers shall proceed immediately to the collection site upon notification of selection; provided, however, that if the driver is performing a safety-sensitive function, other than driving, at the time of notification, the driver shall cease to perform the function and proceed to the collection site as soon as possible.

5. Reasonable Suspicion Testing

[Note: 49 Code of Federal Regulations section 382.307 governs reasonable suspicion testing of drivers.]

- a. The school district shall require a driver to submit to an alcohol test and/or controlled substances, including medical cannabis, test when a supervisor or school district official, who has been trained in accordance with the regulations, has reasonable suspicion to believe that the driver has used alcohol and/or controlled substances, including medical cannabis, on duty, within four (4) hours before coming on duty, or just after the period of the work day. The test shall be done as soon as practicable following the observation of the behavior indicative of the use of controlled substances or alcohol.

- b. The reasonable suspicion determination must be based on specific, contemporaneous, articulable observations concerning the driver's appearance, behavior, speech, or body odors. The required observations for reasonable suspicion of a controlled substances violation may include indications of the chronic and withdrawal effects of controlled substances.

- c. Alcohol testing shall be administered within two (2) hours following a determination of reasonable suspicion. If it is not done within two (2) hours, the school district shall prepare and maintain a record explaining why it was not promptly administered and continue to attempt to administer the alcohol test within eight (8) hours. If an alcohol test is not administered within eight (8) hours following the determination of reasonable suspicion, the school district shall cease attempts to administer the test and state in the record the reasons for not administering the test.
- d. The supervisor or school district official who makes observations leading to a controlled substances reasonable suspicion test shall make and sign a written record of the observations within twenty-four (24) hours of the observed behavior or before the results of the drug test are released, whichever is earlier.

[Note: 49 Code of Federal Regulations sections 382.309, 40.23(d) and 40.305 govern return-to-duty testing.]

- 6. Return-To-Duty Testing. A driver found to have violated this policy shall not return to work until an SAP has determined the employee has successfully complied with prescribed education and/or treatment and until undergoing return-to-duty tests indicating an alcohol concentration of less than 0.02 and a confirmed negative result for the use of controlled substances. The school district is not required to return a driver to safety-sensitive duties because the driver has met these conditions; this is a personnel decision subject to collective bargaining agreements or other legal requirements.

[Note: 49 Code of Federal Regulations sections 382.311, 40.307 and 40.309 govern follow-up testing.]

- 7. Follow-Up Testing. When an SAP has determined that a driver is in need of assistance in resolving problems with alcohol and/or controlled substances, the driver shall be subject to unannounced follow-up testing as directed by the SAP for up to sixty (60) months after completing a treatment program.

- 8. Refusal to Submit and Attendant Consequences

[Note: Consequences for refusals to submit to required drug and alcohol tests are addressed generally in 49 Code of Federal Regulations sections 40.191, 40.261 and 382.211. They are more specifically addressed in 49 Code of Federal Regulations sections 382.501-382.507 and in 49 United States Code section 521(b).]

- a. A driver or driver applicant may refuse to submit to drug and alcohol testing.
- b. Refusal to submit to a required drug or alcohol test subjects the driver or driver applicant to the consequences specified in federal regulations as well as the civil and/or criminal penalty provisions of 49 United States Code section 521(b). In addition, a refusal to submit to testing establishes a presumption that the driver or driver applicant would test positive if a test were conducted and makes the driver or driver applicant subject to discipline or disqualification under this policy.
- c. A driver applicant who refuses to submit to testing shall be disqualified from further consideration for the conditionally offered position.
- d. An employee who refuses to submit to testing shall not be permitted to perform safety-sensitive functions and will be considered insubordinate

and subject to disciplinary action, up to and including dismissal. If an employee is offered an opportunity to return to a DOT safety-sensitive duty, the employee will be evaluated by an SAP and must submit to a return-to-duty test prior to being considered for reassignment to safety-sensitive functions.

- e. Drivers or driver applicants who refuse to submit to required testing will be required to sign Attachment C to this policy.

I. Testing Procedures

1. Drug Testing

[Note: The Federal Drug Testing Custody and Control Form (CCF) must be used to document every urine collection required by the DOT drug testing program. 49 Code of Federal Regulations section 40.45.]

- a. Drug testing is conducted by analyzing a donor's urine specimen. Split urine samples will be collected in accordance with federal regulations. The donor will provide a urine sample at a designated collection site. The collection site personnel will then pour the sample into two sample bottles, labeled "primary" and "split," seal the specimen bottles, complete the chain of custody form, and prepare the specimen bottles for shipment to the testing laboratory for analysis. The specimen preparation shall be conducted in sight of the donor.
- b. If the donor is unable to provide the appropriate quantity of urine, the collection site person shall instruct the individual to drink up to forty (40) ounces of fluid distributed reasonably through a period of up to three (3) hours to attempt to provide a sample. If the individual is still unable to provide a complete sample, the test shall be discontinued and the school district notified. The DER shall refer the donor for a medical evaluation to determine if the donor's inability to provide a specimen is genuine or constitutes a refusal to test. For pre-employment testing, the school district may elect to not have a referral made, and revoke the employment offer.
- c. Drug test results are reported directly to the MRO by the testing laboratory. The MRO reports the results to the DER. If the results are negative, the school district is informed and no further action is necessary. If the test result is confirmed positive, adulterated, substituted, or invalid, the MRO shall give the donor an opportunity to discuss the test result. The MRO will contact the donor directly, on a confidential basis, to determine whether the donor wishes to discuss the test result. The MRO shall notify each donor that the donor has seventy-two (72) hours from the time of notification in which to request a test of the split specimen at the donor's expense. No split specimen testing is done for an invalid result.
- d. If the donor requests an analysis of the split specimen within seventy-two (72) hours of having been informed of a confirmed positive test, the MRO shall direct, in writing, the laboratory to provide the split specimen to another Department of Health and Human Services – SAMHSA certified laboratory for analysis. If the donor has not contacted the MRO within seventy-two (72) hours, the donor may present the MRO information documenting that serious illness, injury, inability to contact the MRO, lack of actual notice of the confirmed positive test, or other circumstances unavoidably prevented the donor from timely making contact. If the MRO concludes that a legitimate explanation for the donor's failure to contact him/her within seventy-two (72) hours exists,

the MRO shall direct the analysis of the split specimen. The MRO will review the confirmed positive test result to determine whether an acceptable medical reason for the positive result exists. The MRO shall confirm and report a positive test result to the DER and the employee when no legitimate medical reason for a positive test result as received from the testing laboratory exists.

- e. If, after making reasonable efforts and documenting those efforts, the MRO is unable to reach the donor directly, the MRO must contact the DER who will direct the donor to contact the MRO. If the DER is unable to contact the donor, the donor will be suspended from performing safety-sensitive functions.
- f. The MRO may confirm the test as a positive without having communicated directly with the donor about the test results under the following circumstances:
 - (1) The donor expressly declines the opportunity to discuss the test results;
 - (2) The donor has not contacted the MRO within seventy-two (72) hours of being instructed to do so by the DER; or
 - (3) The MRO and the DER, after making and documenting all reasonable efforts, have not been able to contact the donor within ten (10) days of the date the confirmed test result was received from the laboratory.

2. Alcohol Testing

[Note: The DOT Alcohol Testing Form (ATF) must be used for every DOT alcohol test. 49 Code of Federal Regulations section 40.225.]

- a. The federal alcohol testing regulations require testing to be administered by a BAT using an EBT or an STT using an ASD. EBTs and ASDs can be used for screening tests but only EBTs can be used for confirmation tests.
- b. Any test result less than 0.02 alcohol concentration is considered a "negative" test.
- c. If the donor is unable to provide sufficient saliva for an ASD, the DER will immediately arrange to use an EBT. If the donor attempts and fails to provide an adequate amount of breath, the school district will direct the donor to obtain a written evaluation from a licensed physician to determine if the donor's inability to provide a breath sample is genuine or constitutes a refusal to test.
- d. If the screening test results show alcohol concentration of 0.02 or higher, a confirmatory test conducted on an EBT will be required to be performed between fifteen (15) and thirty (30) minutes after the completion of the screening test.
- e. Alcohol tests are reported directly to the DER.

J. Driver/Driver Applicant Rights

- 1. All drivers and driver applicants subject to the controlled substances testing provisions of this policy who receive a confirmed positive test result for the use

of controlled substances have the right to request, at the driver's or driver applicant's expense, a confirming retest of the split urine sample. If the confirming retest is negative, no adverse action will be taken against the driver, and a driver applicant will be considered for employment.

[Note: The limitation on discharge in Paragraph 2., below, is contained solely in Minnesota law. State law is preempted by federal laws and regulations as it relates to drivers of commercial motor vehicles (such as bus drivers). See Minnesota Statutes section 221.031, Subd. 10. Nevertheless, school districts may decide to comply with the state law requirements for various reasons (such as to treat all school district employees equally since employees subject to testing only under state law are accorded these additional rights). Consultation with the school district's legal counsel is recommended.]

2. The school district will not discharge a driver who, for the first time, receives a confirmed positive drug or alcohol test UNLESS:
 - a. The school district has first given the employee an opportunity to participate in, at the employee's own expense or pursuant to coverage under an employee benefit plan, either a drug or alcohol counseling or rehabilitation program, whichever is more appropriate, as determined by the school district after consultation with the SAP; and
 - b. The employee refuses to participate in the recommended program, or fails to successfully complete the program as evidenced by withdrawal before its completion or by a positive test result on a confirmatory test after completion of the program.
 - c. This limitation on employee discharge does not bar discharge of an employee for reasons independent of the first confirmed positive test result.

K. Testing Laboratory

The testing laboratory for controlled substances will be ARCpoint Labs of Apple Valley, 14690 Galaxie Avenue, #110, Apple Valley, MN 55124, (651) 413-9062, which is a laboratory certified by the Department of Health and Human Services – SAMHSA to perform controlled substances testing pursuant to federal regulations.

L. Confidentiality of Test Results

All alcohol and controlled substances test results and required records of the drug and alcohol testing program are considered confidential information under federal law and private data on individuals as that phrase is defined in Minnesota Statutes, Chapter 13. Any information concerning the individual's test results and records shall not be released without written permission of the individual, except as provided for by regulation or law.

M. Recordkeeping Requirements and Retention of Records

1. The school district shall keep and maintain records in accordance with the federal regulations in a secure location with controlled access.

[Note: The federal recordkeeping requirements for school districts are detailed in the federal regulations, 49 Code of Federal Regulations sections 382.401 et seq. and 40.331. The DOT publishes a guide to the recordkeeping requirements of mandatory drug and alcohol testing for persons with a commercial driver's license as part of its Alcohol & Drugs: DOT Compliance Manual.]

2. The required records shall be retained for the following minimum periods:

Basic records 5 years

“Basic records” includes records of: (a) alcohol test results with concentration of 0.02 or greater; (b) verified positive drug test results; (c) refusals to submit to required tests (including substituted or adulterated drug test results); (d) SAP reports; (e) all follow-up tests and schedules for follow-up tests; (f) calibration documentation; (g) administration of the testing programs; and (h) each annual calendar year summary.

Information obtained from previous employers 3 years

Alcohol and controlled substance collection procedures 2 years

Negative and cancelled controlled substance tests 1 year

Alcohol tests with less than 0.02 concentration 1 year

Education and training records indefinite

“Education and training records” must be maintained while the individuals perform the functions which require training and for the two (2) years after ceasing to perform those functions.

3. Personal Information

Personal information about all individuals who undergo any required testing under this policy will be shared with the U.S. DOT Drug & Alcohol Clearinghouse (“Clearinghouse”) as required under federal law, including:

- a. The name of the person tested;
- b. Any verified positive, adulterated, or substituted drug test result;
- c. Any alcohol confirmation test with a BAC concentration of 0.04 or higher;
- d. Any refusal to submit to any test required hereunder;
- e. Any report by a supervisor of actual knowledge of use as follows
 - i. Any on-duty alcohol use;
 - ii. Any pre-duty alcohol use;
 - iii. Any alcohol use following an accident; and
 - iv. Any controlled substance use.
- f. Any report from a substance abuse professional certifying successful completion of the return-to-work process;
- g. Any negative return-to-duty test; and
- h. Any employer’s report of completion of follow-up testing.

N. Training

The school district shall ensure all persons designated to supervise drivers receive training. The designated employees shall receive at least sixty (60) minutes of training on alcohol misuse and at least sixty (60) minutes of training on controlled substances use. The training shall include physical, behavioral, speech, and performance indicators of probable misuse of alcohol and use of controlled substances. The training will be

used by the supervisors to make determinations of reasonable suspicion.

We use SafeSchools for Defensive Driving---is there other trainings like above?

O. Consequences of Prohibited Conduct and Enforcement

1. Removal. The school district shall remove a driver who has engaged in prohibited conduct from safety-sensitive functions. A driver shall not be permitted to return to safety-sensitive functions until and unless the return-to-duty requirements of federal DOT regulations have been completed.

2. Referral, Evaluation, and Treatment

a. A driver or driver applicant who has engaged in prohibited conduct shall be provided a listing of SAPs readily available to the driver or applicant and acceptable to the school district.

[Note: Subparagraphs b. and c., below, are based on the provisions of 49 Code of Federal Regulations section 40.289.]

b. If the school district offers a driver an opportunity to return to a DOT safety-sensitive duty following a violation, the driver must be evaluated by an SAP and the driver is required to successfully comply with the SAP's evaluation recommendations (education, treatment, follow-up evaluation(s), and/or ongoing services). The school district is not required to provide an SAP evaluation or any subsequent recommended education or treatment.

[Note: School districts are not required to comply with state law governing drug and alcohol testing when the individuals are subject to the federal laws and regulations (i.e., bus drivers). If a school district, after consultation with legal counsel, chooses to comply voluntarily with these requirements, Subparagraph b., above, can be modified as follows:

b. The school district will offer a driver an opportunity to return to a DOT safety-sensitive duty following an employee's first positive test result on a confirmatory test if no reasons independent of the first test result for discharge exist. Otherwise, the school district may choose, but is not required, to provide an SAP evaluation or any subsequent recommended education or treatment.]

c. Drivers are responsible for payment for SAP evaluations and services unless a collective bargaining agreement or employee benefit plan provides otherwise.

d. Drivers who engage in prohibited conduct also are required to comply with follow-up testing requirements.

3. Disciplinary Action

a. Any driver who refuses to submit to post-accident, random, reasonable suspicion, or follow-up testing not only shall not perform or continue to perform safety-sensitive functions, but also may be subject to disciplinary action, which may include immediate suspension without pay and/or immediate discharge.

b. Drivers who test positive with verification of a confirmatory test or are

otherwise found to be in violation of this policy or the federal regulations shall be subject to disciplinary action, which may include immediate suspension without pay and/or immediate discharge.

- c. Nothing in this policy limits or restricts the right of the school district to discipline or discharge a driver for conduct which not only constitutes prohibited conduct under this policy but also violates the school district's other rules or policies.

P. Other Testing

The school district may request or require that drivers submit to drug and alcohol testing other than that required by federal law. For example, drivers may be requested or required to undergo drug and alcohol testing on an annual basis as part of a routine physical examination. Such additional testing of drivers will be conducted only in accordance with the provisions of this policy and as provided in Minnesota Statutes, sections 181.950-181.957. For purposes of such additional, non-mandatory testing, drivers fall within the definition of "other employees" covered by Section IV. of this policy.

[Note: When the testing of drivers complies with federal testing requirements and procedures, school districts clearly are exempt from the state drug and alcohol testing requirements in Minnesota Statutes, sections 181.950-181.957. See Minnesota Statutes section 221.031, subdivision 10. When testing beyond the federally mandated requirements, however, school districts still must comply with state law.]

Q. Report to Clearinghouse

The school district shall promptly submit to the Clearinghouse any record generated of an individual who refuses to take an alcohol or controlled substance test required under Title 49, Code of Federal Regulations, tests positive for alcohol or a controlled substance in violation of federal regulations, or violates subpart B of Part 382 of Title 49, Code of Federal Regulations (or any subsequent corresponding regulations).

R. Annual Clearinghouse Query

1. The school district must conduct a query of the Clearinghouse record at least once per year for information for all employees subject to controlled substance and alcohol testing related to CMV operation to determine whether information exists in the Clearinghouse about those employees. In lieu of a full query, the school district may obtain the individual driver's consent to conduct a limited query to satisfy the annual query requirement. The limited query will tell the employer whether there is information about the driver in the Clearinghouse but will not release that information to the employer. If the limited query shows that information exists in the Clearinghouse about the driver, the school district must conduct a full query within twenty-four (24) hours or must not allow the driver to continue to perform any safety-sensitive function until the employee conducts the full query and the results confirm the driver's Clearinghouse record contains no prohibitions showing the driver has a verified positive, adulterated or substitute controlled substance test, no alcohol confirmation test with a concentration of 0.04 or higher, refuses to submit to a test, or was reported to have used alcohol on duty, before duty, following an accident or otherwise used a controlled substance in violation of the regulations except where the driver completed the SAP evaluation, referral and education/treatment process as required by the regulations. The school district shall comply with the query requirements set forth in 49 Code of Federal Regulations 382.701.
2. The school district may not access an individual's Clearinghouse record unless the school district (1) obtains the individual's prior written or electronic consent

for access to the record; and (2) submits proof of the individual's consent to the Clearinghouse. The school district must retain the consent for three (3) years from the date of the last query. The school district shall retain for three (3) years a record of each request for records from the Clearinghouse and the information received pursuant to the request.

3. The school district shall protect the individual's privacy and confidentiality of each Clearinghouse record it receives. The school district shall ensure that information contained in a Clearinghouse record is not divulged to a person or entity not directly involved in assessing and evaluating whether a prohibition applies with respect to the individual to operate a CMV for the school district.
4. The school district may use an individual's Clearinghouse record only to assess and evaluate whether a prohibition applies with respect to the individual to operate a CMV for the school district.

IV. DRUG AND ALCOHOL TESTING FOR OTHER EMPLOYEES

The school district may request or require drug and alcohol testing for other school district personnel, i.e., employees who are not school bus drivers, or job applicants for such positions. The school district does not have a legal duty to request or require any employee or job applicant to undergo drug and alcohol testing as authorized in this policy, except for school bus drivers and other drivers of CMVs who are subject to federally mandated testing. (See Section III. of this policy.) If a school bus driver is requested or required to submit to drug or alcohol testing beyond that mandated by federal law, the provisions of Section IV. of this policy will be applicable to such testing.

A. Circumstances Under Which Drug or Alcohol Testing May Be Requested or Required:

1. General Limitations

- a. The school district will not request or require an employee or job applicant whose position does not require a commercial driver's license to undergo drug or alcohol testing, unless the testing is done pursuant to this drug and alcohol testing policy; and is conducted by a testing laboratory that meets one of the criteria listed in Minnesota Statutes, section 181.953, subdivision 1.
- b. The school district will not request or require an employee or job applicant whose position does not require a commercial driver's license to undergo drug and alcohol testing on an arbitrary and capricious basis.

2. Job Applicant Testing

The school district may request or require any job applicant whose position does not require a commercial driver's license to undergo drug and alcohol testing, provided a job offer has been made to the applicant and the same test is requested or required of all job applicants conditionally offered employment for that position. If a job applicant has received a job offer that is contingent on the applicant's passing drug and alcohol testing, the school district may not withdraw the offer based on a positive test result from an initial screening test that has not been verified by a confirmatory test. In the event the job offer is subsequently withdrawn, the school district shall notify the job applicant of the reason for its action.

3. Random Testing

The school district may request or require employees to undergo drug and alcohol testing on a random selection basis only if they are employed in safety-sensitive positions.

4. Reasonable Suspicion Testing

The school district may request or require any employee to undergo drug and alcohol testing if the school district has a reasonable suspicion that the employee:

- a. is under the influence of drugs or alcohol;
- b. has violated the school district's written work rules prohibiting the use, possession, sale, or transfer of drugs or alcohol while the employee is working or while the employee is on the school district's premises or operating the school district's vehicles, machinery, or equipment;
- c. has sustained a personal injury, as that term is defined in Minnesota Statutes, section 176.011, subdivision 16, or has caused another employee to sustain a personal injury; or
- d. has caused a work-related accident or was operating or helping to operate machinery, equipment, or vehicles involved in a work-related accident.

5. Treatment Program Testing

The school district may request or require any employee to undergo drug and alcohol testing if the employee has been referred by the school district for chemical dependency treatment or evaluation or is participating in a chemical dependency treatment program under an employee benefit plan, in which case the employee may be requested or required to undergo drug and alcohol testing without prior notice during the evaluation or treatment period and for a period of up to two (2) years following completion of any prescribed chemical dependency treatment program.

6. Routine Physical Examination Testing

The school district may request or require any employee to undergo drug and alcohol testing as part of a routine physical examination provided the drug or alcohol test is requested or required no more than once annually and the employee has been given at least two weeks' written notice that a drug or alcohol test may be requested or required as part of the physical examination.

B. No Legal Duty to Test

The school district does not have a legal duty to request or require any employee or job applicant whose position does not require a commercial driver's license to undergo drug and alcohol testing.

I do not think we have anyone needing a commercial driver's license right?

C. Definitions

1. "Drug" means a controlled substance as defined in Minnesota Statutes, including medical cannabis, regardless of enrollment in the state registry program.
2. "Drug and Alcohol Testing," "Drug or Alcohol Testing," and "Drug or Alcohol Test" mean analysis of a body component sample by a testing laboratory that meets one of the criteria listed in Minnesota Statutes, section 181.953, subdivision 1, for the purpose of measuring the presence or absence of drugs, alcohol, or their metabolites in the sample tested.

3. "Other Employees" means any persons, independent contractors, or persons working for an independent contractor who perform services for the school district for compensation, either full time or part time, in whatever form, except for persons whose positions require a commercial driver's license, and includes both professional and nonprofessional personnel. Persons whose positions require a commercial driver's license are primarily governed by the provisions of the school district's drug and alcohol testing policy relating to school bus drivers (Section III.). To the extent that the drug and alcohol testing of persons whose positions require a commercial driver's license is not mandated by federal law and regulations, such testing shall be governed by Section IV. of this policy and the drivers shall fall within this definition of "other employees."
 4. "Job Applicant" means a person, independent contractor, or person working for an independent contractor who applies to become an employee of the school district in a position that does not require a commercial driver's license, and includes a person who has received a job offer made contingent on the person's passing drug or alcohol testing. Job applicants for positions requiring a commercial driver's license are governed by the provisions of the school district's drug and alcohol testing policy relating to school bus drivers (Section III.).
 5. "Positive Test Result" means a finding of the presence of drugs, alcohol, or their metabolites in the sample tested in levels at or above the threshold detection levels contained in the standards of one of the programs listed in Minnesota Statutes, section 181.953, subdivision 1.
 6. "Random Selection Basis" means a mechanism for selection of employees that:
 - a. results in an equal probability that any employee from a group of employees subject to the selection mechanism will be selected; and
 - b. does not give the school district discretion to waive the selection of any employee selected under the mechanism.
 7. "Reasonable Suspicion" means a basis for forming a belief based on specific facts and rational inferences drawn from those facts.
 8. "Safety-Sensitive Position" means a job, including any supervisory or management position, in which an impairment caused by drug or alcohol usage would threaten the health or safety of any person.
- D. Right of Other Employee or Job Applicant to Refuse Drug and Alcohol Testing and Consequences of Such Refusal
1. Right of Other Employee or Job Applicant to Refuse Drug and Alcohol Testing
Any employee or job applicant whose position does not require a commercial driver's license has the right to refuse drug and alcohol testing subject to the provisions contained in Paragraphs 2. and 3. of Section IV.D.
 2. Consequences of an Employee's Refusal to Undergo Drug and Alcohol Testing
Any employee in a position that does not require a commercial driver's license who refuses to undergo drug and alcohol testing in the circumstances set out in the Random Testing, Reasonable Suspicion Testing, and Treatment Program Testing provisions of this policy may be subject to disciplinary action, up to and including immediate discharge.
 3. Consequences of a Job Applicant's Refusal to Undergo Drug and Alcohol Testing

Any job applicant for a position which does not require a commercial driver's license who refuses to undergo drug and alcohol testing pursuant to the Job Applicant Testing provision of this policy shall not be employed.

E. Reliability and Fairness Safeguards

1. Pretest Notice

Before requesting an employee or job applicant whose position does not require a commercial driver's license to undergo drug or alcohol testing, the school district shall provide the employee or job applicant with a Pretest Notice in the form of Attachment D to this policy on which to acknowledge that the employee or job applicant has received the school district's drug and alcohol testing policy.

2. Notice of Test Results

Within three (3) working days after receipt of a test result report from the testing laboratory, the school district shall inform in writing an employee or job applicant who has undergone drug or alcohol testing of a negative test result on an initial screening test or of a negative or positive test result on a confirmatory test.

3. Notice of and Right to Test Result Report

Within three (3) working days after receipt of a test result report from the testing laboratory, the school district shall inform in writing, an employee or job applicant who has undergone drug or alcohol testing of the employee or job applicant's right to request and receive from the school district a copy of the test result report on any drug or alcohol test.

4. Notice of and Right to Explain Positive Test Result

- a. If an employee or job applicant has a positive test result on a confirmatory test, the school district shall provide the individual with notice of the test results and, at the same time, written notice of the right to explain the results and to submit additional information.
- b. The school district may request that the employee or job applicant indicate any over-the-counter or prescription medication that the individual is currently taking or has recently taken and any other information relevant to the reliability of, or explanation for, a positive test result.
- c. The employee may present verification of enrollment in the medical cannabis patient registry as part of the employee's explanation.
- d. Use of nonintoxicating cannabinoids or edible cannabinoid products is not a legitimate medical explanation for a confirmed positive test result for marijuana. MROs will verify a drug test confirmed as positive, even if an employee claims to have only used nonintoxicating cannabinoids or edible cannabinoid product.
- e. Within three (3) working days after notice of a positive test result on a confirmatory test, an employee or job applicant may submit information (in addition to any information already submitted) to the school district to explain that result.

5. Notice of and Right to Request Confirmatory Retests

- a. If an employee or job applicant has a positive test result on a confirmatory test, the school district shall provide the individual with notice of the test results and, at the same time, written notice of the right to request a confirmatory retest of the original sample at his or her expense.
 - b. An employee or job applicant may request a confirmatory retest of the original sample at his or her own expense after notice of a positive test result on a confirmatory test. Within five (5) working days after notice of the confirmatory test result, the employee or job applicant shall notify the school district in writing of his or her intention to obtain a confirmatory retest. Within three (3) working days after receipt of the notice, the school district shall notify the original testing laboratory that the employee or job applicant has requested the laboratory to conduct the confirmatory retest or to transfer the sample to another laboratory licensed under Minnesota Statutes, section 181.953, subdivision 1 to conduct the confirmatory retest. The original testing laboratory shall ensure that appropriate chain-of-custody procedures are followed during transfer of the sample to the other laboratory. The confirmatory retest must use the same drug or alcohol threshold detection levels as used in the original confirmatory test. If the confirmatory retest does not confirm the original positive test result, no adverse personnel action based on the original confirmatory test may be taken against the employee or job applicant.
6. If an employee or job applicant has a positive test result on a confirmatory test, the school district, at the time of providing notice of the test results, shall also provide written notice to inform the individual of other rights provided under Sections F. or G., below, whichever is applicable.

Attachments E and F to this policy provide the Notices described in Paragraphs 2. through 6. of this Section E.

F. Discharge and Discipline of Employees Whose Positions Do Not Require a Commercial Driver's License

1. The school district may not discharge, discipline, discriminate against, request, or require rehabilitation of an employee on the basis of a positive test result from an initial screening test that has not been verified by a confirmatory test.
2. In the case of a positive test result on a confirmatory test, the employee shall be subject to discipline which includes, but is not limited to, immediate suspension without pay and immediate discharge, pursuant to the provisions of this policy.
3. The school district may not discharge an employee for whom a positive test result on a confirmatory test was the first such result for the employee on a drug or alcohol test requested by the school district, unless the following conditions have been met:
 - a. The school district has first given the employee an opportunity to participate in, at the employee's own expense or pursuant to coverage under an employee benefit plan, either a drug or alcohol counseling or rehabilitation program, whichever is more appropriate, as determined by the school district after consultation with a certified chemical abuse counselor or a physician trained in the diagnosis and treatment of chemical dependency; and
 - b. The employee has either refused to participate in the counseling or rehabilitation program or has failed to successfully complete the

program, as evidenced by withdrawal from the program before its completion or by a positive test result on a confirmatory test after completion of the program.

4. Notwithstanding Paragraph 1., the school district may temporarily suspend the tested employee or transfer that employee to another position at the same rate of pay pending the outcome of the confirmatory test and, if requested, the confirmatory retest, provided the school district believes that it is reasonably necessary to protect the health or safety of the employee, co-employees or the public. An employee who has been suspended without pay must be reinstated with back pay if the outcome of the confirmatory test or requested confirmatory retest is negative.
5. The school district may not discharge, discipline, discriminate against, request, or require rehabilitation of an employee on the basis of medical history information or the employee's status as a patient enrolled in the medical cannabis registry program revealed to the school district, unless the employee was under an affirmative duty to provide the information before, upon, or after hire, or failing to do so would violate federal law or regulations or cause the school district to lose money or licensing-related benefit under federal law or regulations.
 6. The school district may not discriminate against any employee in termination, discharge, or any term of condition of employment or otherwise penalize an employee based upon an employee registered patient's positive drug test for cannabis components or metabolites, unless the employee used, possessed, or was impaired by medical cannabis on school district property during the hours of employment.
7. An employee must be given access to information in the individual's personnel file relating to positive test result reports and other information acquired in the drug and alcohol testing process and conclusions drawn from and actions taken based on the reports or other acquired information.

G. Withdrawal of Job Offer for an Applicant for a Position That Does Not Require a Commercial Driver's License

If a job applicant has received a job offer made contingent on the applicant's passing drug and alcohol testing, the school district may not withdraw the offer based on a positive test result from an initial screening test that has not been verified by a confirmatory test. In the case of a positive test result on a confirmatory test, the school district may withdraw the job offer.

H. Chain-of-Custody Procedures

The school district has established its own reliable chain-of-custody procedures to ensure proper record keeping, handling, labeling, and identification of the samples to be tested. The procedures require the following:

1. Possession of a sample must be traceable to the employee from whom the sample is collected, from the time the sample is collected through the time the sample is delivered to the laboratory;
2. The sample must always be in the possession of, must always be in view of, or must be placed in a secure area by a person authorized to handle the sample;
3. A sample must be accompanied by a written chain-of-custody record; and
4. Individuals relinquishing or accepting possession of the sample must record the time the possession of the sample was transferred and must sign and date the

chain-of-custody record at the time of transfer.

I. Privacy, Confidentiality and Privilege Safeguards

1. Privacy Limitations

A laboratory may only disclose to the school district test result data regarding the presence or absence of drugs, alcohol or their metabolites in a sample tested.

2. Confidentiality Limitations

With respect to employees and job applicants, test result reports and other information acquired in the drug or alcohol testing process are private data on individuals as that phrase is defined in Minnesota Statutes Chapter 13, and may not be disclosed by the school district or laboratory to another employer or to a third-party individual, governmental agency, or private organization without the written consent of the employee or job applicant tested.

3. Exceptions to Privacy and Confidentiality Disclosure Limitations

Notwithstanding Paragraphs 1. and 2., evidence of a positive test result on a confirmatory test may be: (1) used in an arbitration proceeding pursuant to a collective bargaining agreement, an administrative hearing under Minnesota Statutes, Chapter 43A or other applicable state or local law, or a judicial proceeding, provided that information is relevant to the hearing or proceeding; (2) disclosed to any federal agency or other unit of the United States government as required under federal law, regulation or order, or in accordance with compliance requirements of a federal government contract; and (3) disclosed to a substance abuse treatment facility for the purpose of evaluation or treatment of the employee.

4. Privilege

Positive test results from the school district drug or alcohol testing program may not be used as evidence in a criminal action against the employee or job applicant tested.

J. Notice of Testing Policy to Affected Employees

The school district shall provide written notice of this drug and alcohol testing policy to all affected employees upon adoption of the policy, to a previously non-affected employee upon transfer to an affected position under the policy, and to a job applicant upon hire and before any testing of the applicant if the job offer is made contingent on the applicant's passing drug and alcohol testing. Affected employees and applicants will acknowledge receipt of this written notice in the form of Attachment G to this policy.

V. POSTING

The school district shall post notice in an appropriate and conspicuous location on its premises that it has adopted a drug and alcohol testing policy and that copies of the policy are available for inspection during regular business hours by its employees or job applicants in its personnel office or other suitable locations.

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. Ch. 43A (State Personnel Management)
Minn. Stat. § 151.72 (Sale of Certain Cannabinoid Products)
Minn. Stat. § 152.01 (Definitions)
Minn. Stat. § 152.22 (Definitions; Medical Cannabis)

Minn. Stat. § 152.23 (Limitations; Medical Cannabis)
Minn. Stat. § 152.32 (Protections for Registry Program Participation)
Minn. Stat. § 176.011, subd. 16 (Definitions; Personal Injury)
Minn. Stat. §§ 181.950-181.957 (Drug and Alcohol Testing in the Workplace)
Minn. Stat. § 221.031 (Motor Carrier Rules)
49 U.S.C. § 31306 (Omnibus Transportation Employee Testing Act of 1991)
49 U.S.C. 31306a (National Clearinghouse for Controlled Substance and Alcohol
Test Results of Commercial Motor Vehicle Operators)
49 U.S.C. § 521(b) (Civil and Criminal Penalties for Violations)
49 C.F.R. Parts 40 and 382 (Department of Transportation Rules Implementing
Omnibus Transportation Employee Testing Act of 1991)

Cross-References: 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 417 (Chemical Use and Abuse)
MSBA/MASA Model Policy 418 (Drug-Free Workplace/Drug-Free School)

*ISD 917 Policy 709, Student Transportation Policy
Replaces ISD Policy 6.93
Board approved January 7, 2020
Board reviewed, October 4, 2022, final reading*

709 STUDENT TRANSPORTATION SAFETY POLICY

I. PURPOSE

The purpose of this policy is to provide safe transportation for students and to educate students on safety issues and the responsibilities of Intermediate School District 917.

II. CONDUCT ON SCHOOL BUSES AND CONSEQUENCES FOR MISBEHAVIOR

A. Riding in a school van is a privilege, not a right. The school district's general student behavior rules are in effect for students in district vans.

1. School Van Rules. The school district van safety rules are to be posted in every vehicle. If these rules are broken, the school district's discipline procedures are to be followed. Consequences are progressive and may include suspension of van privileges. It is the school van driver's responsibility to report unacceptable behavior to the program administrator.

2. Rules on the Van.

- a. Immediately follow the directions of the driver
- b. Sit in your seat facing forward.
- c. Talk quietly and use appropriate language.
- d. Keep all parts of your body inside the van.
- e. Keep your arms, legs and belongings to yourself.
- f. No fighting, harassment, intimidation or horseplay.
- g. Do not throw any object.
- h. No eating, drinking or use of tobacco, alcohol, or drugs.
- i. Do not bring any weapons or dangerous objects on the school van.

- j. Do not damage the vehicle.
- k. No electronic smoking devices allowed.**

3. Consequences.

- a. Consequences for van misconduct will apply to all students. Decisions regarding a student's ability to ride the van in connection with co-curricular and extra-curricular events (for example, field trips or competitions) will be in the sole discretion of the school district. Parents or guardians will be notified of any suspension of van privileges.

1) Discipline

Violations of the van rules and student conduct violations will be addressed by appropriate administrator, in conjunction with the student's educational team. Factors to be considered when assessing any penalty for misconduct will include (1) the severity of the offense; (2) the student's prior record; and (3) for a student with a disability, the students' needs, as articulated in **their** ~~his or her~~ IEP or section 504 plan.

2) Records

Records of school van misconduct will be forwarded to the appropriate administrator and will be retained in the same manner as other student discipline records. Reports of student misbehavior on a van that causes an immediate and substantial danger to the student or surrounding persons or property will be provided by the school district to the Department of Public Safety in accordance with state and federal law.

3) Vandalism

Students damaging school vehicles will be responsible for the damages. Failure to pay such damages (or make arrangements to pay) within two weeks may result in the loss of van privileges until damages are paid.

4) Notice

School van rules and consequences for violations of these rules will be reviewed with students annually

and copies of these rules will be made available to students. School van rules are to be posted in each vehicle.

5) Criminal Conduct

In cases involving criminal conduct (for example, assault, weapons, drug possession, or vandalism), the appropriate school district personnel and local law enforcement officials will be informed.

IV. PARENT AND GUARDIAN INVOLVEMENT

A. Parent and Guardian Notification

The school district van rules will be included with student handbooks. Parents and guardians are asked to review the rules with their children.

B. Parents or Guardians Responsibilities for Transportation Safety

Parents or Guardians are responsible to:

1. Become familiar with school district rules, policies, regulations, and the principles of van safety, and thoroughly review them with their children;
2. Support safe riding and walking practices, and recognize that students are responsible for their actions;
3. Communicate safety concerns to their school administrators.

V. SCHOOL VAN AND TYPE III SCHOOL BUS DRIVER DUTIES AND RESPONSIBILITIES

- A. Under Minnesota law, Intermediate School District 917 vans are considered to be Type III school busses.
- B. A school district employee, whose normal duties do not include operating a school van, who holds a class D driver's license without a school bus endorsement, may operate a Type III school bus.
- C. The school district business office requires a copy of the driver's valid driver's license and will annually obtain a copy of the driver's motor vehicle report. A driver who has had more than three moving violations in three years is not eligible to drive a Type III school bus. The Business Manager will determine if the school van driver's authorization to

transport students is revoked and will notify the school van driver's immediate supervisor.

- D. Drivers shall report all moving violations they receive even in a personal vehicle, to the ~~Business Manager~~ **Executive Director of Business Services** as soon as possible after the violation 6.93-4 occurs. A person who sustains a conviction, as defined under **Minnesota Statutes section Minn. Stat. § 609.02**, of violating **Minnesota Statutes section Minn. Stat. § 169A.25**, **section 169A.26**, **section 169A.27** (driving while impaired offenses), or ~~§~~ **section 169A.31** (alcohol-related school bus driver offenses), or whose driver's license is revoked under **Minnesota Statutes section 1 Minn. Stat. §§ 169A.50 to 169A.53** of the implied consent law, or who is convicted of violating or whose driver's license is revoked under a similar statute or ordinance of another state, is precluded from operating a type III vehicle for 5 years from the date of conviction. The report must be made in writing to the ~~Business Manager~~ **Executive Director of Business Services** within 10 days of the conviction.
- E. The school district may conduct pre-employment, random, and reasonable suspicion drug and alcohol testing of all school district van drivers and driver applicants in accordance with school district policy 416 Drug and Alcohol Testing.

VI. SCHOOL VAN DRIVER TRAINING

A. Training.

All bus drivers operating a type III vehicle will be provided with annual training and certification as set forth in Section VII.C.1.b., below, by either the school district or the entity from whom such services are contracted by the school district. Such Training shall, at a minimum, include:

1. Safe operation of the Type III (van) bus.
2. Knowledge and understanding of the safety equipment, including proper use of seat belts and child restraints, required for Type III vehicles.
3. Understanding student behavior, including issues related to students with disabilities.
4. Encouraging orderly conduct of students on the van and handling incidents of misconduct appropriately.
5. Knowledge and understanding of relevant laws, rules of the road, and ISD 917 school van safety policies.
6. Handling emergency situations, including accidents.
7. Safe loading and unloading of students including students with disabilities.

8. Performance of pre-trip vehicle inspections.
 9. Defensive driving techniques.
- B. All school van drivers shall receive in-service training annually. Such training shall, at a minimum, include a comprehensive review of the topics included in Section A, above.

VII. OPERATING RULES AND PROCEDURES

A. General Operating Rules

1. School vans shall be operated in accordance with state traffic and safety laws.
2. Only students assigned to the school van by the school district shall be transported. The number of students or other authorized passengers transported in a District van shall not exceed ten (10) including the driver, or the number of seats with restraints (whichever is smaller). No person shall be allowed to stand when the van is in motion.
3. A bus driver may not operate a school bus while communicating over, or otherwise operating, a cellular phone for personal reasons, whether hand-held or hands free, when the vehicle is in motion or a part of traffic. For purposes of this paragraph, "school bus" has the meaning given in **Minnesota Statutes section ~~Minn. Stat. §~~ 169.011, Subd. 71**. In addition, "school bus" also includes type III vehicles when driven by employees or agents of the school district. "Cellular phone" means a cellular, analog, wireless, or digital telephone capable of sending or receiving telephone or text messages without an access line for service.

B. Type III Vehicles

1. Type III vehicles are restricted to passenger cars, station wagons, vans, and buses having a maximum manufacturer's rated seating capacity of 10 or fewer people, including the driver, and a gross vehicle weight rating of 10,000 pounds or less. A van or bus converted to a seating capacity of 10 or fewer and placed in service on or after August 1, 1999, must have been originally manufactured to comply with the passenger safety standards.
2. Type III vehicles must be painted a color other than national school bus yellow.

3. Type III vehicles shall be state inspected in accordance with legal requirements.
4. A Type III vehicle cannot be older than 12 years old, unless waived according to state and federal law.
5. The school district name will be clearly marked on the side of the vehicle. The Type III vehicle must not have the words “school bus” in any location on the exterior of the vehicle or in any interior location visible to a motorist.
6. A “Type III school bus” must not be outwardly equipped and identified as a Type A, B, C, or D bus.
7. Eight-lamp warning systems and stop arms must not be installed or used on Type III vehicles.
8. Type III vehicles must be equipped with mirrors as required by law.
9. Any type III vehicle may not stop traffic and may not load or unload before making a complete stop and disengaging gears by shifting into neutral or park. Any type III vehicle used to transport students must not load or unload so that a student has to cross the road, except where not possible or impractical, then the driver or assistant must escort a student across the road. If the driver escorts the student across the road, then the motor must be stopped, the ignition key removed, the brakes set, and the vehicle otherwise rendered immobile.
10. Any Type III vehicle used to transport students must carry emergency equipment including:
 - a. Fire extinguisher. A minimum of one 10BC rated dry chemical type fire extinguisher is required. The extinguisher must be mounted in a bracket, and must be located in the driver’s compartment and be readily accessible to the driver and passengers. A pressure indicator is required and must be easily read without removing the extinguisher from its mounted position.
 - b. First aid kit and body fluids cleanup kit. A minimum of a ten-unit first aid kit, and a body fluids cleanup kit is required. They must be contained in removable, moisture and dust-proof containers mounted in an accessible place

within the driver's compartment and must be marked to indicate their identity and location.

- c. Passenger cars and station wagons may carry a fire extinguisher, a first aid kit, and warning triangles in the trunk or trunk area of the vehicle if a label in the driver and front passenger area clearly indicates the location of these items.
- 11. Students will not be regularly transported in private vehicles that are not state inspected as Type III vehicles. Only emergency, unscheduled transportation may be conducted in vehicles with a seating capacity of 10 or fewer without meeting the requirements for a Type III vehicle. The school district has no system of inspection for private vehicles.
 - 12. All drivers of type III vehicles will be licensed drivers and will be familiar with the use of required emergency equipment. The school district will not knowingly allow a person to operate a type III vehicle if the person has been convicted of an offense that disqualifies the person from operating a school bus.
 - 13. Type III vehicles will be equipped with child passenger restraints, and child passenger restraints will be utilized to the extent required by law.

VIII. SCHOOL DISTRICT EMERGENCY PROCEDURES

- A. If possible, school van drivers or their supervisors shall call (911) or the local emergency phone number in the event of a serious emergency. District owned cell phones are provided for emergency calls.
- B. School van drivers shall meet the emergency training requirements contained in Unit III "Crash & Emergency Preparedness" of the Minnesota Department of Public Safety Model School Bus Driver Training Manual. This includes procedures in the event of a crash (accident).
- C. Van drivers and assistants for special education students requiring special transportation service because of their handicapping condition shall be trained in basic first aid procedures, shall within one month after the effective date of assignment participate in a program of in-service training on the proper methods for dealing with the specific needs and problems of pupils with disabilities, assist pupils with disabilities on and off the bus when necessary for their safe ingress and egress from the van, and ensure that protective safety devices are in use and fastened properly.

- D. Emergency Health Information shall be maintained on the van for students requiring special transportation service because of their handicapping condition. The information shall state:
1. the pupil's name and address;
 2. the nature of the pupil's disabilities;
 3. emergency health care information; and
 4. the names and telephone numbers of the pupil's physician, parents, guardians, or custodians, and some person other than the pupil's parents, guardians, or custodians who can be contacted in case of an emergency.

IX. SCHOOL DISTRICT VEHICLE MAINTENANCE STANDARDS

- A. All school vehicles shall be maintained in safe operating conditions through a systematic preventive maintenance and inspection program adopted or approved by the school district.
- B. All school vehicles shall be state inspected in accordance with legal requirements.
- C. A copy of the current daily pre-trip inspection report must be carried in the van. Daily pre-trip inspections shall be maintained on file in accordance with the school district's record retention schedule. Prompt reports of defects to be immediately corrected will be submitted.
- D. Daily post-trip inspections shall be performed to check for any children or lost items remaining on the bus and for vandalism.

X. SCHOOL TRANSPORTATION SAFETY DIRECTOR

Inasmuch as Intermediate School District 917 does not transport students to and from school, does not operate its own or any leased school buses, does not contract for school bus services except for occasional field trips and does not transport any non-public students, it has not appointed a "Transportation Safety Director." In the absence of an individual with specific transportation safety responsibilities, those responsibilities fall to the superintendent of schools.

Legal References:

Minn. Stat. § 123B.91 (School District Bus Safety Responsibilities)

Minn. Stat. § 169.01 (subd. 6(5) (Definitions)

Minn. Stat. § 169.454 (Type III Vehicle Standards)

Minn. Stat. § 169.4582 (Reportable Offense on School Buses)

Minn. Stat. § 171.02, Subd. 2a (Licenses; Types, Endorsements, Restrictions)

Minn. Rules Part 7470.1000-7470-1700 (School Bus Inspection)

Cross References:

Policy ~~4.81~~ **416** (Drug and Alcohol Testing)

Adopted: _____

MSBA/MASA Model Policy 418

Orig. 1995

Revised: _____

Rev. 2022

ISD 917 Drug-Free Workplace/Drug-Free School Policy 418

Adopted May 7, 2007

Board Reviewed 3/1/22

Board reviewed, final reading, October 4, 2022

418 DRUG-FREE WORKPLACE/DRUG-FREE SCHOOL

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

I. PURPOSE

The purpose of this policy is to maintain a safe and healthful environment for employees and students by prohibiting the use of alcohol, toxic substances, medical cannabis, nonintoxicating cannabinoids (including edible cannabinoid products), and controlled substances without a physician's prescription.

II. GENERAL STATEMENT OF POLICY

- A. Use or possession of alcohol, toxic substances, medical cannabis, nonintoxicating cannabinoids (including edible cannabinoid products), and controlled substances before, during, or after school hours, at school or in any other school location, is prohibited as general policy. Paraphernalia associated with controlled substances is prohibited.
- B. A violation of this policy occurs when any student, teacher, administrator, other school district personnel, or member of the public uses or possesses alcohol, toxic substances, medical cannabis, nonintoxicating cannabinoids (including edible cannabinoid products), or controlled substances in any school location.
- C. The school district will act to enforce this policy and to discipline or take appropriate action against any student, teacher, administrator, school personnel, or member of the public who violates this policy.

III. DEFINITIONS

- A. "Alcohol" includes any alcoholic beverage containing more than one-half of one percent alcohol by volume.
- B. "Controlled substances" include narcotic drugs, hallucinogenic drugs, amphetamines, barbiturates, marijuana, anabolic steroids, or any other controlled substance as defined in Schedules I through V of the Controlled Substances Act, 21 United States Code section 812, including analogues and look-alike drugs.
- C. "Edible cannabinoid product" means any product that is intended to be eaten or consumed as a beverage by humans, contains a cannabinoid in combination with food ingredients, and is not a drug.

- D. "Nonintoxicating cannabinoid" means substances extracted from certified hemp plants that do not produce intoxicating effects when consumed by any route of administration.
- E. "Medical cannabis" means any species of the genus cannabis plant, or any mixture or preparation of them, including whole plant extracts and resins, and is delivered in the form of: (1) liquid, including, but not limited to, oil; (2) pill; (3) vaporized delivery method with use of liquid or oil but which does not require the use of dried leaves or plant form; (4) combustion with use of dried raw cannabis; or (5) any other method approved by the commissioner.
- F. "Possess" means to have on one's person, in one's effects, or in an area subject to one's control.
- G. "School location" includes any school building or on any school premises; in any school-owned vehicle or in any other school-approved vehicle used to transport students to and from school or school activities; off school property at any school-sponsored or school-approved activity, event, or function, such as a field trip or athletic event, where students are under the jurisdiction of the school district; or during any period of time such employee is supervising students on behalf of the school district or otherwise engaged in school district business.
- H. "Toxic substances" includes: (1) glue, cement, aerosol paint, containing toluene, benzene, xylene, amyl nitrate, butyl nitrate, nitrous oxide, or containing other aromatic hydrocarbon solvents, but does not include glue, cement, or paint contained in a packaged kit for the construction of a model automobile, airplane, or similar item; (2) butane or a butane lighter; or (3) any similar substance declared to be toxic to the central nervous system and to have a potential for abuse, by a rule adopted by the commissioner of health.
- I. "Use" includes to sell, buy, manufacture, distribute, dispense, possess, use, or be under the influence of alcohol, toxic substances, medical cannabis, nonintoxicating cannabinoids (including edible cannabinoid products), and/or controlled substances, whether or not for the purpose of receiving remuneration or consideration.

IV. EXCEPTIONS

- A. A violation of this policy does not occur when a person brings onto a school location, for such person's own use, a controlled substance, except medical cannabis, which has a currently accepted medical use in treatment in the United States and the person has a physician's prescription for the substance. The person shall comply with the relevant procedures of this policy.
- B. A violation of this policy does not occur when a person possesses an alcoholic beverage in a school location when the possession is within the exceptions of Minnesota Statutes section 624.701, subdivision 1a (experiments in laboratories; pursuant to a temporary license to sell liquor issued under Minnesota laws or possession after the purchase from such a temporary license holder).

V. PROCEDURES

- A. Students who have a prescription from a physician for medical treatment with a controlled substance, except medical cannabis, must comply with the school district's student medication policy.

[Note: School districts are required by Minnesota Statutes, section 121A.22 to develop procedures for the administration of drugs and medicine. If the school district does not have a student medication policy such as MSBA/MASA Model Policy 516, this Paragraph A. can be modified to provide: "Students who have a prescription from a physician for medical treatment with a controlled substance must provide a copy of the prescription and the medication to the school nurse, principal, or other designated staff member. The school district's licensed school nurse, trained health clerk, principal, or teacher will administer the prescribed medication in accordance with school district procedures."]

- B. Employees who have a prescription from a physician for medical treatment with a controlled substance, except medical cannabis, are permitted to possess such controlled substance and associated necessary paraphernalia, such as an inhaler or syringe. The employee must inform ~~his or her~~ **their** supervisor. The employee may be required to provide a copy of the prescription.
- C. Each employee shall be provided with written notice of this Drug-Free Workplace/Drug-Free School policy and shall be required to acknowledge that ~~he or she has~~ **they have** received the policy.

[Note: The Drug-Free Workplace Act requires that school district employees be notified by a published statement of the prohibition of the use of controlled substances and actions that will be taken against employees for violations of such prohibition. 41 United States Code section 8103; 34 Code of Federal Regulations Part 84. An acknowledgment will document satisfaction by the school district of this federal requirement.]

- D. Employees are subject to the school district's drug and alcohol testing policies and procedures.
- E. Members of the public are not permitted to possess controlled substances in a school location except with the express permission of the superintendent.
- F. No person is permitted to possess or use medical cannabis on a school bus or van; or on the grounds of any preschool or primary or secondary school; or on the grounds of any child care facility. This prohibition includes (1) vaporizing or combusting medical cannabis on any form of public transportation where the vapor or smoke could be inhaled by a minor child or in any public place, including indoor or outdoor areas used by or open to the general public or place of employment; and (2) operating, navigating, or being in actual physical control of any motor vehicle or working on transportation property, equipment or facilities while under the influence of medical cannabis.
- G. Possession of alcohol on school grounds pursuant to the exceptions of Minnesota Statutes section 624.701, subdivision 1a, shall be by permission of the school board only. The applicant shall apply for permission in writing and shall follow the school board procedures for placing an item on the agenda.

VI. ENFORCEMENT

- 1. Students
 - 1. Students may be required to participate in programs and activities that

provide education against the use of alcohol, tobacco, marijuana, smokeless tobacco products, electronic cigarettes, and nonintoxicating cannabinoids (including edible cannabinoid products),

2. Students may be referred to drug or alcohol assistance or rehabilitation programs; school based mental health services, mentoring and counseling, including early identification of mental health symptoms, drug use and violence and appropriate referral to direct individual or group counselling service. Which may be provide by school based mental health services providers; and/or referral to law enforcement officials when appropriate.

1. A student who violates the terms of this policy shall be subject to discipline in accordance with the school district's discipline policy. Such discipline may include suspension or expulsion from school.

B. Employees

1. As a condition of employment in any federal grant, each employee who is engaged either directly or indirectly in performance of a federal grant shall abide by the terms of this policy and shall notify ~~his or her~~ **their** supervisor in writing of ~~his or her~~ **their** conviction of any criminal drug statute for a violation occurring in any of the places listed above on which work on a school district federal grant is performed, no later than five (5) calendar days after such conviction. Conviction means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the federal or state criminal drug statutes.
2. An employee who violates the terms of this policy is subject to disciplinary action, including nonrenewal, suspension, termination, or discharge as deemed appropriate by the school board.
3. In addition, any employee who violates the terms of this policy may be required to satisfactorily participate in a drug and/or alcohol abuse assistance or rehabilitation program approved by the school district. Any employee who fails to satisfactorily participate in and complete such a program is subject to nonrenewal, suspension, or termination as deemed appropriate by the school board.
4. Sanctions against employees, including nonrenewal, suspension, termination, or discharge shall be pursuant to and in accordance with applicable statutory authority, collective bargaining agreements, and school district policies.

C. The Public

A member of the public who violates this policy shall be informed of the policy and asked to leave. If necessary, law enforcement officials will be notified and asked to provide an escort.

Legal References: Minn. Stat. § 121A.22 (Administration of Drugs and Medicine)
Minn. Stat. § 121A.40-§ 121A.56 (Pupil Fair Dismissal Act)

Minn. Stat. § 151.72 (Sale of Certain Cannabinoid Products)
Minn. Stat. § 152.22, subd. 6 (Definitions; Medical Cannabis)
Minn. Stat. § 152.23 (Limitations; Medical Cannabis)
Minn. Stat. § 340A.101 (Definitions; Alcoholic Beverage)
Minn. Stat. § 340A.403 (3.2 Percent Malt Liquor Licenses)
Minn. Stat. § 340A.404 (Intoxicating Liquor; On-Sale Licenses)
Minn. Stat. § 609.684 (Abuse of Toxic Substances)
Minn. Stat. § 624.701 (Alcohol in Certain Buildings or Grounds)
20 U.S.C. § 7101-7122 (Student Support and Academic Enrichment Grants)
21 U.S.C. § 812 (Schedules of Controlled Substances)
41 U.S.C. §§ 8101-8106 (Drug-Free Workplace Act)
21 C.F.R. §§ 1308.11-1308.15 (Controlled Substances)
34 C.F.R. Part 84 (Government-Wide Requirements for Drug-Free Workplace)

Cross References: MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 416 (Drug and Alcohol Testing)
MSBA/MASA Model Policy 417 (Chemical Use and Abuse)
MSBA/MASA Model Policy 419 (Tobacco-Free Environment; Possession and use of Tobacco, Tobacco-Related Devices, and Electronic Delivery Devices; Vaping Awareness and Prevention Instruction)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 516 (Student Medication)

721

UNIFORM GRANT GUIDANCE POLICY REGARDING FEDERAL REVENUE SOURCES

[Note: School districts are required by the federal Uniform Grant Guidance regulations, 2 Code of Federal Regulations Part 200, to have the policies which establish uniform administrative requirements, cost principles, and audit requirements for federal awards to non-federal entities including school districts. In June 2018, the United States Office of Management and Budget increased the threshold dollar amounts for both simplified acquisition costs (\$250,000) and micro-purchases (\$10,000).]

I. PURPOSE

The purpose of this policy is to ensure compliance with the requirements of the federal Uniform Grant Guidance regulations by establishing uniform administrative requirements, cost principles, and audit requirements for federal grant awards received by the school district.

II. DEFINITIONS

A. Grants

1. “State-administered grants” are those grants that pass through a state agency such as the Minnesota Department of Education (MDE).
2. “Direct grants” are those grants that do not pass through another agency such as MDE and are awarded directly by the federal awarding agency to the grantee organization. These grants are usually discretionary grants that are awarded by the U.S. Department of Education (DOE) or by another federal awarding agency.

[Note: All of the requirements outlined in this policy apply to both direct grants and state-administered grants.]

- B. “Non-federal entity” means a state, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a federal award as a recipient or subrecipient.
- C. “Federal award” has the meaning, depending on the context, in either paragraph 1. or 2. of this definition:

1.
 - a. The federal financial assistance that a non-federal entity receives directly from a federal awarding agency or indirectly from a pass-through entity, as described in 2 **Code of Federal Regulations section ~~C.F.R.~~ § 200.101** (Applicability); or
 - b. The cost-reimbursement contract under the federal Acquisition Regulations that a non-federal entity receives directly from a federal awarding agency or indirectly from a pass-through entity, as described in 2 **Code of Federal Regulations section ~~C.F.R.~~ § 200.101** (Applicability).
 2. The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of 200.40 (Federal Financial Assistance), or the cost-reimbursement contract awarded under the federal Acquisition Regulations.
 3. “Federal award” does not include other contracts that a federal agency uses to buy goods or services from a contractor or a contract to operate federal-government-owned, contractor-operated facilities.
- D. “Contract” means a legal instrument by which a non-federal entity purchases property or services needed to carry out the project or program under a federal award. The term, as used in 2 **Code of Federal Regulations ~~C.F.R.~~ Part 200**, does not include a legal instrument, even if the non-federal entity considers it a contract, when the substance of the transaction meets the definition of a federal award or subaward.
- E. Procurement Methods
1. “Procurement by micro-purchase” is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (generally \$3,000, except as otherwise discussed in 48 **Code of Federal Regulations ~~C.F.R.~~ Subpart 2.1** or as periodically adjusted for inflation).

[Note: Minnesota school districts may choose to increase their federal micro-purchase threshold to \$25,000, which would align with the Minnesota limit. School districts choosing to adopt this increase must annually certify the higher threshold and the justification for using the higher threshold. Acceptable reasons for justification must meet one of the following criteria: (1) a qualification as a low-risk auditee, in accordance with the criteria established in 2 Code of Federal Regulations section 200.520; (2) an annual internal institutional risk assessment to identify, mitigate, and manage financial risks; or (3) a higher threshold consistent with state law.]
 2. “Procurement by small purchase procedures” are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than ~~\$150,000~~ **\$250,000** (periodically

adjusted for inflation).

3. “Procurement by sealed bids (formal advertising)” is a publicly solicited and a firm, fixed-price contract (lump sum or unit price) awarded to the responsible bidder whose bid, conforming to all the material terms and conditions of the invitation for bids, is the lowest in price.
 4. “Procurement by competitive proposals” is normally conducted with more than one source submitting an offer, and either a fixed-price or cost-reimbursement type contract is awarded. Competitive proposals are generally used when conditions are not appropriate for the use of sealed bids.
 5. “Procurement by noncompetitive proposals” is procurement through solicitation of a proposal from only one source.
- F. “Equipment” means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which exceeds the lesser of the capitalization level established by the non-federal entity for financial statement purposes, or \$5,000.
- G. “Compensation for personal services” includes all remuneration, paid currently or accrued, for services of employees rendered during the period of performance under the federal award, including, but not necessarily limited to, wages and salaries. Compensation for personal services may also include fringe benefits which are addressed in 2 C.F.R. § **Code of Federal Regulations section** 200.431 (Compensation - Fringe Benefits).
- H. “Post-retirement health plans” refer to costs of health insurance or health services not included in a pension plan covered by 2 C.F.R. § **Code of Federal Regulations section** 200.431(g) for retirees and their spouses, dependents, and survivors.
- I. “Severance pay” is a payment in addition to regular salaries and wages by the non-federal entities to workers whose employment is being terminated.
- J. “Direct costs” are those costs that can be identified specifically with a particular final cost objective, such as a federal award, or other internally or externally funded activity, or that can be directly assigned to such activities relatively easily with a high degree of accuracy.
- K. “Relocation costs” are costs incident to the permanent change of duty assignment (for an indefinite period or for a stated period not less than 12 months) of an existing employee or upon recruitment of a new employee.
- L. “Travel costs” are the expenses for transportation, lodging, subsistence, and related items incurred by employees who are in travel status on official business of the school district.

III. CONFLICT OF INTEREST

- A. Employee Conflict of Interest. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if ~~he or she has~~ **they have** a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of ~~his or her~~ **their** immediate family, ~~his or her~~ **their** partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The employees, officers, and agents of the school district may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, the school district may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by employees, officers, or agents of the school district.
- B. Organizational Conflicts of Interest. The school district is unable or appears to be unable to be impartial in conducting a procurement action involving the related organization because of relationships with a parent company, affiliate, or subsidiary organization.
- C. Disclosing Conflicts of Interest. The school district must disclose in writing any potential conflict of interest to MDE in accordance with applicable federal awarding agency policy.

IV. ACCEPTABLE METHODS OF PROCUREMENT

- A. General Procurement Standards. The school district must use its own documented procurement procedures which reflect applicable state laws, provided that the procurements conform to the applicable federal law and the standards identified in the Uniform Grant Guidance.
- B. The school district must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.
- C. The school district's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives and any other appropriate analysis to determine the most economical approach.
- D. The school district must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and

financial and technical resources.

- E. The school district must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to, the following: rationale for the method of procurement; selection of the contract type; contractor selection or rejection; and the basis for the contract price.
- F. The school district alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the school district of any contractual responsibilities under its contracts.
- G. The school district must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- H. Methods of Procurement. The school district must use one of the following methods of procurement:
 - 1. Procurement by micro-purchases. To the extent practicable, the school district must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the school district considers the price to be reasonable.
 - 2. Procurement by small purchase procedures. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources.
 - 3. Procurement by sealed bids (formal advertising).
 - 4. Procurement by competitive proposals. If this method is used, the following requirements apply:
 - a. Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;
 - b. Proposals must be solicited from an adequate number of qualified sources;
 - c. The school district must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;

- d. Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and
 - e. The school district may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method where price is not used as a selection factor can only be used in procurement of A/E professional services; it cannot be used to purchase other types of services, though A/E firms are a potential source to perform the proposed effort.
5. Procurement by noncompetitive proposals. Procurement by noncompetitive proposals may be used only when one or more of the following circumstances apply:
- a. The item is available only from a single source;
 - b. The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
 - c. The DOE or MDE expressly authorizes noncompetitive proposals in response to a written request from the school district; or
 - d. After solicitation of a number of sources, competition is determined inadequate.

I. Competition. The school district must have written procedures for procurement transactions. These procedures must ensure that all solicitations:

- 1. Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product, or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When making a clear and accurate description of the technical requirements is impractical or uneconomical, a "brand name or equivalent" description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and
- 2. Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

- J. The school district must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the school district must not preclude potential bidders from qualifying during the solicitation period.
- K. Non-federal entities are prohibited from contracting with or making subawards under “covered transactions” to parties that are suspended or debarred or whose principals are suspended or debarred. “Covered transactions” include procurement contracts for goods and services awarded under a grant or cooperative agreement that are expected to equal or exceed \$25,000.
- L. All nonprocurement transactions entered into by a recipient (i.e., subawards to subrecipients), irrespective of award amount, are considered covered transactions, unless they are exempt as provided in 2 C.F.R. § **Code of Federal Regulations section 180.215**.

V. MANAGING EQUIPMENT AND SAFEGUARDING ASSETS

- A. Property Standards. The school district must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with federal funds as provided to property owned by the non-federal entity. Federally owned property need not be insured unless required by the terms and conditions of the federal award.

The school district must adhere to the requirements concerning real property, equipment, supplies, and intangible property set forth in 2 C.F.R. § **Code of Federal Regulations sections 200.311, 200.314, and 200.315**.

- B. Equipment

Management requirements. Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part under a federal award, until disposition takes place will, at a minimum, meet the following requirements:

1. Property records must be maintained that include a description of the property; a serial number or other identification number; the source of the funding for the property (including the federal award identification number (FAIN)); who holds title; the acquisition date; the cost of the property; the percentage of the federal participation in the project costs for the federal award under which the property was acquired; the location, use, and condition of the property; and any ultimate disposition data, including the date of disposition and sale price of the property.
2. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.

3. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.
4. Adequate maintenance procedures must be developed to keep property in good condition.
5. If the school district is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

VI. FINANCIAL MANAGEMENT REQUIREMENTS

- A. Financial Management. The school district's financial management systems, including records documenting compliance with federal statutes, regulations, and the terms and conditions of the federal award, must be sufficient to permit the preparation of reports required by general and program-specific terms and conditions; and the tracing of funds to a level of expenditures adequate to establish that such funds have been used according to the federal statutes, regulations, and the terms and conditions of the federal award.
- B. Payment. The school district must be paid in advance, provided it maintains or demonstrates the willingness to maintain both written procedures that minimize the time elapsing between the transfer of funds and disbursement between the school district and the financial management systems that meet the standards for fund control.

Advance payments to a school district must be limited to the minimum amounts needed and timed to be in accordance with the actual, immediate cash requirements of the school district in carrying out the purpose of the approved program or project. The timing and amount of advance payments must be as close as is administratively feasible to the actual disbursements by the non-federal entity for direct program or project costs and the proportionate share of any allowable indirect costs. The school district must make timely payment to contractors in accordance with the contract provisions.
- C. Internal Controls. The school district must establish and maintain effective internal control over the federal award that provides reasonable assurance that the school district is managing the federal award in compliance with federal statutes, regulations, and the terms and conditions of the federal award.
- D. The school district must comply with federal statutes, regulations, and the terms and conditions of the federal award.

The school district must also evaluate and monitor the school district's compliance with statutes, regulations, and the terms and conditions of the federal award.

The school district must also take prompt action when instances of noncompliance are identified, including noncompliance identified in audit findings.

The school district must take reasonable measures to safeguard protected personally identifiable information considered sensitive consistent with applicable federal and state laws regarding privacy and obligations of confidentiality.

VII. ALLOWABLE USE OF FUNDS AND COST PRINCIPLES

- A. Allowable Use of Funds. The school district administration and board will enforce appropriate procedures and penalties for program, compliance, and accounting staff responsible for the allocation of federal grant costs based on their allowability and their conformity with federal cost principles to determine the allowability of costs.
- B. Definitions
1. “Allowable cost” means a cost that complies with all legal requirements that apply to a particular federal education program, including statutes, regulations, guidance, applications, and approved grant awards.
 2. “Education Department General Administrative Regulations (EDGAR)” means a compilation of regulations that apply to federal education programs. These regulations contain important rules governing the administration of federal education programs and include rules affecting the allowable use of federal funds (including rules regarding allowable costs, the period of availability of federal awards, documentation requirements, and grants management requirements). EDGAR can be accessed at: <http://www2.ed.gov/policy/fund/reg/edgarReg/edgar.html>.
 3. “Omni Circular” or “2 ~~C.F.R.~~ **Code of Federal Regulations** Part 200s” or “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards” means federal cost principles that provide standards for determining whether costs may be charged to federal grants.
 4. “Advance payment” means a payment that a federal awarding agency or passthrough entity makes by any appropriate payment mechanism, including a predetermined payment schedule, before the non-federal entity disburses the funds for program purposes.
- C. Allowable Costs. The following items are costs that may be allowable under the 2 ~~C.F.R.~~ **Code of Federal Regulations** Part 200s under specific conditions:
1. Advisory councils;
 2. Audit costs and related services;

3. Bonding costs;
4. Communication costs;
5. Compensation for personal services;
6. Depreciation and use allowances;
7. Employee morale, health, and welfare costs;
8. Equipment and other capital expenditures;
9. Gains and losses on disposition of depreciable property and other capital assets and substantial relocation of federal programs;
10. Insurance and indemnification;
11. Maintenance, operations, and repairs;
12. Materials and supplies costs;
13. Meetings and conferences;
14. Memberships, subscriptions, and professional activity costs;
15. Security costs;
16. Professional service costs;
17. Proposal costs;
18. Publication and printing costs;
19. Rearrangement and alteration costs;
20. Rental costs of building and equipment;
21. Training costs; and
22. Travel costs.

D. Costs Forbidden by Federal Law. ~~2 C.F.R.~~ **Code of Federal Regulations** Part 200s and EDGAR identify certain costs that may never be paid with federal funds. The following list provides examples of such costs. If a cost is on this list, it may not be supported with federal funds. The fact that a cost is not on this list does not mean it is necessarily permissible. Other important restrictions apply to federal funds, such as those items detailed in the ~~2 C.F.R.~~ **Code of Federal**

Regulations Part 200s; thus, the following list is not exhaustive:

1. Advertising and public relations costs (with limited exceptions), including promotional items and memorabilia, models, gifts, and souvenirs;
2. Alcoholic beverages;
3. Bad debts;
4. Contingency provisions (with limited exceptions);
5. Fundraising and investment management costs (with limited exceptions);
6. Donations;
7. Contributions;
8. Entertainment (amusement, diversion, and social activities and any associated costs);
9. Fines and penalties;
10. General government expenses (with limited exceptions pertaining to Indian tribal governments and Councils of Government (COGs));
11. Goods or services for personal use;
12. Interest, except interest specifically stated in 2 C.F.R. § 200.441 as allowable;
13. Religious use;
14. The acquisition of real property (unless specifically permitted by programmatic statute or regulations, which is very rare in federal education programs);
15. Construction (unless specifically permitted by programmatic statute or regulations, which is very rare in federal education programs); and
16. Tuition charged or fees collected from students applied toward meeting matching, cost sharing, or maintenance of effort requirements of a program.

E. Program Allowability

1. Any cost paid with federal education funds must be permissible under the federal program that would support the cost.

2. Many federal education programs detail specific required and/or allowable uses of funds for that program. Issues such as eligibility, program beneficiaries, caps or restrictions on certain types of program expenses, other program expenses, and other program specific requirements must be considered when performing the programmatic analysis.
3. The two largest federal K-12 programs, Title I, Part A, and the Individuals with Disabilities Education Act (IDEA), do not contain a use of funds section delineating the allowable uses of funds under those programs. In those cases, costs must be consistent with the purposes of the program in order to be allowable.

F. Federal Cost Principles

1. The Omni Circular defines the parameters for the permissible uses of federal funds. While many requirements are contained in the Omni Circular, it includes five core principles that serve as an important guide for effective grant management. These core principles require all costs to be:
 - a. Necessary for the proper and efficient performance or administration of the program.
 - b. Reasonable. An outside observer should clearly understand why a decision to spend money on a specific cost made sense in light of the cost, needs, and requirements of the program.
 - c. Allocable to the federal program that paid for the cost. A program must benefit in proportion to the amount charged to the federal program – for example, if a teacher is paid 50% with Title I funds, the teacher must work with the Title I program/students at least 50% of the time. Recipients also need to be able to track items or services purchased with federal funds so they can prove they were used for federal program purposes.
 - d. Authorized under state and local rules. All actions carried out with federal funds must be authorized and not prohibited by state and local laws and policies.
 - e. Adequately documented. A recipient must maintain proper documentation so as to provide evidence to monitors, auditors, or other oversight entities of how the funds were spent over the lifecycle of the grant.

- G. Program Specific Fiscal Rules. The Omni Circular also contains specific rules on selected items of costs. Costs must comply with these rules in order to be paid with federal funds.

1. All federal education programs have certain program specific fiscal rules that apply. Determining which rules apply depends on the program; however, rules such as supplement, not supplant, maintenance of effort, comparability, caps on certain uses of funds, etc., have an important impact when analyzing whether a particular cost is permissible.
2. Many state-administered programs require local education agencies (LEAs) to use federal program funds to supplement the amount of state, local, and, in some cases, other federal funds they spend on education costs and not to supplant (or replace) those funds. Generally, the “supplement, not supplant” provision means that federal funds must be used to supplement the level of funds from non-federal sources by providing additional services, staff, programs, or materials. In other words, federal funds normally cannot be used to pay for things that would otherwise be paid for with state or local funds (and, in some cases, with other federal funds).
3. Auditors generally presume supplanting has occurred in three situations:
 - a. School district uses federal funds to provide services that the school district is required to make available under other federal, state, or local laws.
 - b. School district uses federal funds to provide services that the school district provided with state or local funds in the prior year.
 - c. School district uses Title I, Part A, or Migrant Education Program funds to provide the same services to Title I or Migrant students that the school district provides with state or local funds to nonparticipating students.
4. These presumptions apply differently in different federal programs and also in schoolwide program schools. Staff should be familiar with the supplement not supplant provisions applicable to their program.

H. Approved Plans, Budgets, and Special Conditions

1. As required by the Omni Circular, all costs must be consistent with approved program plans and budgets.
2. Costs must also be consistent with all terms and conditions of federal awards, including any special conditions imposed on the school district’s grants.

I. Training

1. The school district will provide training on the allowable use of federal funds to all staff involved in federal programs.

2. The school district will promote coordination between all staff involved in federal programs through activities, such as routine staff meetings and training sessions.
- J. Employee Sanctions. Any school district employee who violates this policy will be subject to discipline, as appropriate, up to and including the termination of employment.

VIII. COMPENSATION – PERSONAL SERVICES EXPENSES AND REPORTING

A. Compensation – Personal Services

Costs of compensation are allowable to the extent that they satisfy the specific requirements of the Uniform Grant Guidance and that the total compensation for individual employees:

1. Is reasonable for the services rendered and conforms to the established written policy of the school district consistently applied to both federal and non-federal activities; and
2. Follows an appointment made in accordance with a school district's written policies and meets the requirements of federal statute, where applicable.

Unless an arrangement is specifically authorized by a federal awarding agency, a school district must follow its written non-federal, entity-wide policies and practices concerning the permissible extent of professional services that can be provided outside the school district for non-organizational compensation.

B. Compensation – Fringe Benefits

1. During leave.

The costs of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

- a. They are provided under established written leave policies;
- b. The costs are equitably allocated to all related activities, including federal awards; and
- c. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the school district.

2. The costs of fringe benefits in the form of employer contributions or expenses for social security; employee life, health, unemployment, and worker's compensation insurance (except as indicated in ~~2 C.F.R. §~~ **Code of Federal Regulations section** 200.447(d)); pension plan costs; and other similar benefits are allowable, provided such benefits are granted under established written policies. Such benefits must be allocated to federal awards and all other activities in a manner consistent with the pattern of benefits attributable to the individuals or group(s) of employees whose salaries and wages are chargeable to such federal awards and other activities and charged as direct or indirect costs in accordance with the school district's accounting practices.
 3. Actual claims paid to or on behalf of employees or former employees for workers' compensation, unemployment compensation, severance pay, and similar employee benefits (e.g., post-retirement health benefits) are allowable in the year of payment provided that the school district follows a consistent costing policy.
 4. Pension plan costs may be computed using a pay-as-you-go method or an acceptable actuarial cost method in accordance with the written policies of the school district.
 5. Post-retirement costs may be computed using a pay-as-you-go method or an acceptable actuarial cost method in accordance with established written policies of the school district.
 6. Costs of severance pay are allowable only to the extent that, in each case, severance pay is required by law; employer-employee agreement; established policy that constitutes, in effect, an implied agreement on the school district's part; or circumstances of the particular employment.
- C. Insurance and Indemnification. Types and extent and cost of coverage are in accordance with the school district's policy and sound business practice.
- D. Recruiting Costs. Short-term, travel visa costs (as opposed to longer-term, immigration visas) may be directly charged to a federal award, so long as they are:
1. Critical and necessary for the conduct of the project;
 2. Allowable under the cost principles set forth in the Uniform Grant Guidance;
 3. Consistent with the school district's cost accounting practices and school district policy; and
 4. Meeting the definition of "direct cost" in the applicable cost principles of the Uniform Grant Guidance.

- E. Relocation Costs of Employees. Relocation costs are allowable, subject to the limitations described below, provided that reimbursement to the employee is in accordance with the school district's reimbursement policy.
- F. Travel Costs. Travel costs may be charged on an actual cost basis, on a per diem or mileage basis in lieu of actual costs incurred, or on a combination of the two, provided the method used is applied to an entire trip and not to selected days of the trip, and results in charges consistent with those normally allowed in like circumstances in the school district's non-federally funded activities and in accordance with the school district's reimbursement policies.

Costs incurred by employees and officers for travel, including costs of lodging, other subsistence, and incidental expenses, must be considered reasonable and otherwise allowable only to the extent such costs do not exceed charges normally allowed by the school district in its regular operations according to the school district's written reimbursement and/or travel policies.

In addition, when costs are charged directly to the federal award, documentation must justify the following:

1. Participation of the individual is necessary to the federal award; and
2. The costs are reasonable and consistent with the school district's established travel policy.

Temporary dependent care costs above and beyond regular dependent care that directly results from travel to conferences is allowable provided the costs are:

1. A direct result of the individual's travel for the federal award;
2. Consistent with the school district's documented travel policy for all school district travel; and
3. Only temporary during the travel period.

[Note: Noncompliance. If a school district fails to comply with federal statutes, regulations, or the terms and conditions of a federal award, the DOE or MDE may impose additional conditions, as described in 2 Code of Federal Regulations section 200.207 (Specific Conditions). If the DOE or MDE determines that noncompliance cannot be remedied by imposing additional conditions, the DOE or MDE may take one or more of the following actions, as appropriate under the circumstances: 1) Temporarily withhold cash payments pending correction of the deficiency by the school district or more severe enforcement action by the DOE or MDE; 2) Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance; 3) Wholly or partly suspend or terminate the federal award; 4) Initiate suspension or debarment proceedings as authorized under 2 Code of Federal Regulations Part 180 and DOE regulations (or, in the case of MDE, recommend such a proceeding be initiated by the DOE); 5) Withhold further federal awards for the project or program; and/or 6) Take other remedies that may be legally available.]

Legal References: 2 C.F.R. § 200.12 (**Definitions:** Capital Assets)
2 C.F.R. § 200.112 (Conflict of Interest)
2 C.F.R. § 200.113 (Mandatory Disclosures)
2 C.F.R. § 200.205(d) (Federal Awarding Agency Review of Risk Posed by Applicants)
2 C.F.R. § 200.**214** ~~212~~ (Suspension and Debarment)
2 C.F.R. § 200.300(b) (Statutory and National Policy Requirements)
2 C.F.R. § 200.302 (Financial Management)
2 C.F.R. § 200.303 (Internal Controls)
2 C.F.R. § 200.305(b)(1) (**Federal** Payment)
2 C.F.R. § 200.310 (Insurance Coverage)
2 C.F.R. § 200.311 (~~Real Property~~) **Federally-owned and Exempt**

Property

2 C.F.R. § 200.313(d) (Equipment)
2 C.F.R. § 200.314 (Supplies)
2 C.F.R. § 200.315 (Intangible Property)
2 C.F.R. § 200.318 (General Procurement Standards)
2 C.F.R. § 200.319(c) (Competition)
2 C.F.R. § 200.320 (Methods of Procurement to be Followed)
2 C.F.R. § 200.321 (Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms)
2 C.F.R. § 200.328 (**Financial Reporting** ~~Monitoring and Reporting~~
~~Program Performance~~)
2 C.F.R. § 200.**339** ~~38~~ (~~Remedies for Noncompliance~~)
2 C.F.R. § 200.403(c) (Factors Affecting Allowability of Costs)
2 C.F.R. § 200.430 (Compensation – Personal Services)
2 C.F.R. § 200.431 (Compensation – Fringe Benefits)
2 C.F.R. § 200.447 (Insurance and Indemnification)
2 C.F.R. § 200.463 (Recruiting Costs)
2 C.F.R. § 200.464 (Relocation Costs of Employees)
2 C.F.R. § 200.**74** ~~473~~ (Transportation Costs)
2 C.F.R. § 200.**75** ~~474~~ (Travel Costs)

Cross References: Policy 208 (Development, Adoption, and Implementation of Policies)
Policy 210 (Conflict of Interest – School Board Members)
Policy 412 (Expense Reimbursement)

806 CRISIS MANAGEMENT POLICY

[Note: The Minnesota Commissioner of Education is required to maintain and make available to school boards and charter schools a Model Crisis Management Policy. See Minnesota Statutes section 121A.035. School boards and charter schools must adopt a Crisis Management Policy to address potential crisis situations in their school districts or charter schools. Id. This Model Crisis Management Policy was originally the result of a collaborative effort among the Minnesota Department of Education, Division of Compliance and Assistance; the Minnesota Department of Public Safety, Division of Homeland Security and Emergency Management; and the Minnesota School Boards Association.]

I. PURPOSE

It is the policy of the school district to provide a safe and healthy work environment for its staff and students. The purpose of this policy is to direct the superintendent or designee to develop and implement crisis management procedures.

II. GENERAL STATEMENT OF POLICY

- A. The Minnesota state legislature has mandated that each public school district has a crisis management plan.
- B. The school district has developed an Emergency Procedures Handbook for each of the sites which provides procedures for responding to a wide range of natural and man-made crisis situations. The handbooks include roles for school district administrators, staff and community/county agencies in addressing emergencies.

III. POLICY IMPLEMENTATION AND REVIEW

- A. The Emergency Procedure Handbooks are available for administrator and staff reference in each school/program office.
- B. The school district will conduct reviews of this policy and the crisis management plan, described in the Emergency Procedure Handbooks, as required by state and federal law.

Legal Reference: Minn. Stat. § 121A.035 (Crisis Management Policy)

806-1



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Dr. Michael Favor

TO: School Board
FROM: Dr. Michael Favor
DATE: October 4, 2022
RE: First reading on policies

The policies listed below are a first reading.

- Policy 210 Conflict of Interest. The increase from \$8,000 to \$20,000 in potential school board member compensation for employment became effective July 1, 2022. Minor changes.
- Policy 404 Employment Background Checks. Legal reference changes.
- Policy 420 Student and Employees with Sexually Transmitted Infections and diseases and certain other communicable diseases and infectious conditions. Legal reference changes.
- Policy 603 Curriculum Development. This revision adds the District Advisory Committee statutory requirement to the policy.
- Policy 903 Visitors to Schools. Minor change.
- Policy 529 Violent Behavior by Students. Legal reference changes.

Second reading on Policy 722 – Public Data Requests

- Policy 722 is being put back on for a second reading due to major changes from MSBA.
 - “In recent weeks, MSBA has heard from school districts that they have received questions regarding district policies on individuals’ requests for data about themselves or their child (“data subjects”). Specifically, the questions have focused upon Minnesota statutory law that is not directly quoted in Policy 722. MSBA and its law firm determined that the simplest approach would be to include all the legal definitions related to data and to add the Minnesota statutory language on data subjects to Policy 722. In addition, MSBA enhanced the Legal References section to clearly establish the legal basis for Policy 722.”

210 CONFLICT OF INTEREST – SCHOOL BOARD MEMBERS

210 CONFLICT OF INTEREST – SCHOOL BOARD MEMBERS

[Note: The provisions of this policy substantially reflect legal requirements.]

I. PURPOSE

The purpose of this policy is to observe state statutes regarding conflicts of interest and to engage in school district business activities in a fashion designed to avoid any conflict of interest or the appearance of impropriety.

II. GENERAL STATEMENT OF POLICY

It is the policy of the school board to contract for goods and services in conformance with statutory conflict of interest laws and in a manner that will avoid any conflict of interest or the appearance thereof. Accordingly, the school board will contract under the statutory exception provisions only when it is clearly in the best interest of the school district because of limitations that may exist on goods or services otherwise available to the school district.

III. GENERAL PROHIBITIONS AND RECOGNIZED STATUTORY EXCEPTIONS

- A. A school board member who is authorized to take part in any manner in making any sale, lease, or contract in his or her official capacity shall not voluntarily have a personal financial interest in that sale, lease, or contract or personally benefit financially therefrom.
- B. In the following circumstances, however, the school board may as an exception, by unanimous vote, contract for goods or services with a school board member of the school district:
 - 1. In the designation of a bank or savings association, in which a school board member is interested, as an authorized depository for school district funds and as a source of borrowing, provided such deposited funds are protected in accordance with Minnesota Statutes chapter 118A. Any school board member having said interest shall disclose that interest and the interest shall be entered upon the school board minutes. Disclosure shall be made when such bank or savings association is first designated as a depository or source of borrowing, or when such school board member is elected, whichever is later. Disclosure serves as notice of the interest and need only be made once;
 - 2. The designation of an official newspaper, or publication of official matters therein, in which the school board member is interested when it is the only newspaper complying with statutory requirements relating to the designation or publication;
 - 3. A contract with a cooperative association of which the school board member is

a shareholder or stockholder but not an officer or manager;

4. A contract for which competitive bids are not required by law. A contract made under this exception will be void unless the following procedures are observed:
 - a. The school board shall authorize the contract in advance of its performance by adopting a resolution setting out the essential facts and determining that the contract price is as low as or lower than the price at which the goods or services could be obtained elsewhere.
 - b. In the case of an emergency when the contract cannot be authorized in advance, payment of the claims must be authorized by a like resolution wherein the facts of the emergency are also stated.
 - c. Before a claim is paid, the interested school board member shall file with the clerk of the school board an affidavit stating:
 - (1) The name of the school board member and the office held;
 - (2) An itemization of the goods or services furnished;
 - (3) The contract price;
 - (4) The reasonable value;
 - (5) The interest of the school board member in the contract; and
 - (6) That to the best of the school board member's knowledge and belief, the contract price is as low as, or lower than, the price at which the goods or services could be obtained from other sources.
 5. A school board member may contract with the school district to provide construction materials or services, or both, when the sealed bid process is used. When the contract comes before the school board for consideration, the interested school board member may not vote on the contract. (**Note:** *This section applies only when the school district has a population of 1,000 or less according to the last federal census.*)
 6. A school board member may rent space in a public facility at a rate commensurate with that paid by other members of the public.
- C. In the following circumstances, the school board may as an exception, by majority vote at a meeting at which all school board members are present, contract for services with a school board member of the school district: A school board member may be newly employed or may continue to be employed by the school district as an employee only if there is a reasonable expectation on July 1, or at the time the contract is entered into or extended, that the amount to be earned by that school board member under that contract or employment relationship, will not exceed \$20,000 in that fiscal year. If the school board member does not receive majority approval to be initially employed or to continue in employment at a meeting at which all school board members are present, that employment is immediately terminated and that school board member has no further rights to employment while serving as a school board member in the school district.

[Note: The \$8,000 figure increased to \$20,000 effective July 1, 2022]

- D. The school board may contract with a class of school district employees, such as teachers or custodians, when the spouse of a school board member is a member of the class of employees contracting with the school board and the employee spouse receives no special monetary or other benefit that is substantially different from the benefits that other members of the class receive under the employment contract. For the school board to invoke this exception, it must have a majority of disinterested school board members vote to approve the contract, direct the school board member spouse to abstain from voting to approve the contract, and publicly set out the essential facts of the contract at the meeting in which the contract is approved.

IV. LIMITATIONS ON RELATED EMPLOYEES

- A. The school board must hire or dismiss teachers only at duly called meetings. When a husband and wife, brother and sister, or two brothers or sisters, constitute a quorum, no contract employing a teacher may be made or authorized except upon the unanimous vote of the full school board.
- B. The school board may not employ any teacher related by blood or marriage to a school board member, within the fourth degree as computed by the civil law, except by a unanimous vote of the full school board.

V. CONFLICTS PRIOR TO TAKING OFFICE

A school board member with personal financial interest in a sale, lease, or contract with the school district which was entered before the school board member took office and presents an actual or potential conflict of interest, shall immediately notify the school board of such interest. It shall thereafter be the responsibility of the school board member to refrain from participating in any action relating to the sale, lease, or contract. At the time of renewal of any such sale, lease, or contract, the school board may enter into or renew such sale, lease, or contract only if it falls within one of the enumerated exceptions for contracts relating to goods or services provided above and if the procedures provided in this policy are followed.

VI. DETERMINATION AS TO WHETHER A CONFLICT OF INTEREST EXISTS

The determination as to whether a conflict of interest exists is to be made by the school board. Any school board member who has an actual or potential conflict shall notify the school board of such conflict immediately. The school board member shall thereafter cooperate with the school board as necessary for the school board to make its determination.

Legal References: Minn. Stat. § 122A.40, Subd. 3 (Employment; Contracts; Termination)
Minn. Stat. § 123B.195 (Board Member's Right to Employment)
Minn. Stat. § 471.87 (Public Officers, Interest in Contract; Penalty)
Minn. Stat. § 471.88, Subds. 2, 3, 4, 5, 12, 13, and 21 (Exceptions)
Minn. Stat. § 471.89 (Contract, When Void)
Op. Atty. Gen. 437-A-4, March 15, 1935
Op. Atty. Gen. 90-C-5, July 30, 1940
Op. Atty. Gen. 90-A, August 14, 1957

Cross References: MSBA/MASA Model Policy 101 (Legal Status of the School Board)
MSBA/MASA Model Policy 209 (Code of Ethics)

404 EMPLOYMENT BACKGROUND CHECKS

I. PURPOSE

The purpose of this policy is to maintain a safe and healthful environment in the school district in order to promote the physical, social, and psychological well-being of its students. To that end, the school district will seek a criminal history background check for applicants who receive an offer of employment with the school district or such other background checks as provided by this policy. The school district may also elect to do background checks of volunteers, independent contractors and student employees in the school district.

II. GENERAL STATEMENT OF POLICY

- A. The school district shall require that applicants for school district positions who receive an offer of employment submit to a criminal history background check. The offer of employment shall be conditioned upon a determination by the school district that an applicant's criminal history does not preclude the applicant from employment with the school district.
- B. The school district specifically reserves any and all rights it may have to conduct background checks regarding current employees or applicants without the consent of such individuals.
- C. Adherence to this policy by the school district shall in no way limit the school district's right to require additional information, or to use procedures currently in place or other procedures to gain additional background information concerning employees, applicants, volunteers, independent contractors and student employees.

III. PROCEDURES

- A. The school district may conditionally hire an applicant pending completion of the background check, but shall notify the applicant that the applicant's employment may be terminated based on the result of the background check. Background checks will be performed by an external company contracted with the school district specializing in criminal history background checks.
- B. An applicant who is offered employment must sign a criminal history consent form, which provides permission for the school district to conduct a criminal history background check, and provide funds to cover the cost of conducting the criminal history background check. If the applicant fails to provide the school district with a

signed Informed Consent Form and fee at the time the applicant receives a job offer, the applicant will be considered to have voluntarily withdrawn the application for employment.

- C. The school district, in its discretion, may elect not to request a criminal history background check on an individual who holds an initial entrance license issued by the Minnesota Professional Educator Licensing and Standards Board or the **Minnesota** Commissioner of Education within the 12 months preceding an offer of employment or permission to provide services.
- D. The school district may use the results of a criminal background check conducted at the request of another school hiring authority if:
 - 1. the results of the criminal background check are on file with the other school hiring authority or otherwise accessible;
 - 2. the other school hiring authority conducted a criminal background check within the previous 12 months;
 - 3. the applicant executes a written consent form giving the school district access to the results of the check; and
 - 4. there is no reason to believe that the applicant has committed an act subsequent to the check that would disqualify the applicant for employment.
- E. When required, applicants must provide fingerprints to assist in a criminal history background check. If the fingerprints provided by the applicant are unusable, the applicant will be required to submit another set of prints.
- F. Copies of this policy shall be available in the school district's employment office and will be distributed to applicants for employment upon request. The need to submit to a criminal history background check may be included with the basic criteria for employment in the job posting and job advertisements.
- G. The applicant will be informed of the results of the criminal background check(s) to the extent required by law.
- H. If the criminal history background check precludes employment with the school district, the applicant will be so advised.
- I. The school district may apply these procedures to volunteers, independent contractors or student employees as though they were applicants for employment.
- J. At the beginning of each school year or when a student enrolls, the school district will notify parents and guardians about this policy and identify those positions

subject to a background check and the extent of the school district's discretion in requiring a background check. The school district may include this notice in its student handbook, a school policy guide, or other similar communication.

IV. CRIMINAL HISTORY CONSENT FORM

To obtain consent for a criminal history background check, the employee is sent a link from the District to complete their background screening online.

Legal References: Minn. Stat. § 13.04, Subd. 4 (~~Inaccurate or Incomplete Data~~ **Rights of Subjects of Data**)
Minn. Stat. § 13.87, Subd. 1 (Criminal Justice Data)
Minn. Stat. § 123B.03 (Background Checks)
Minn. Stat. §§ 299C.60-299C.64 (Minnesota Child, **Elder, and Individuals with Disabilities** Protection Background Check Act)
Minn. Stat. § 364.09(b) (Exception for School Districts)

Intermediate School District Policy 420 Students and Employees with Sexually Transmitted Infections and Diseases and certain other communicable diseases and infectious conditions

Board Approved May 1, 2007

Board reviewed June 15, 2021

Board review, first reading, October 4, 2022

420 STUDENTS AND EMPLOYEES WITH SEXUALLY TRANSMITTED INFECTIONS AND DISEASES AND CERTAIN OTHER COMMUNICABLE DISEASES AND INFECTIOUS CONDITIONS

I. PURPOSE

Public concern that students and staff of the school district be able to attend the schools of the district without becoming infected with serious communicable or infectious diseases, including but not limited to, Human Immunodeficiency Virus (HIV), Acquired Immunodeficiency Syndrome (AIDS), Hepatitis B, and Tuberculosis, requires that the school board adopt measures effectively responding to health concerns while respecting the rights of all students, employees, and contractors, including those who are so infected. The purpose of this policy is to adopt such measures.

II. GENERAL STATEMENT OF POLICY

A. Students

It is the policy of the school board that students with communicable diseases not be excluded from attending school in their usual daily attendance setting so long as their health permits and their attendance does not create a significant risk of the transmission of illness to students or employees of the school district. A procedure for minimizing interruptions to learning resulting from communicable diseases will be established by the school district in its IEP and Section 504 team process, if applicable, and in consultation with community health and private health care providers. Procedures for the inclusion of students with communicable diseases will include any applicable educational team planning processes, including the review of the educational implications for the student and others with whom the student comes into contact.

B. Employees

It is the policy of the school board that employees with communicable diseases not be excluded from attending to their customary employment so long as they are physically, mentally and emotionally able to safely perform tasks assigned to them and so long as their employment does not create a significant risk of the transmission of illness to students, employees, or others in the school district. If a

reasonable accommodation will eliminate the significant risk of transmission, such accommodation will be undertaken unless it poses an undue hardship to the school district.

C. Circumstances and Conditions

1. Determinations of whether a contagious individual's school attendance or job performance creates a significant risk of the transmission of the illness to students or employees of the school district will be made on a case by case basis. Such decisions will be based upon the nature of the risk (how it is transmitted), the duration of the risk (how long the carrier is infectious), the severity of the risk (what is the potential harm to third parties) and the probabilities the disease will be transmitted and will cause varying degrees of harm. When a student is disabled, such a determination will be made in consultation with the educational planning team.
2. The school board recognizes that some students and some employees, because of special circumstances and conditions, may pose greater risks for the transmission of infectious conditions than other persons infected with the same illness. Examples include students who display biting behavior, students or employees who are unable to control their bodily fluids, who have oozing skin lesions or who have severe disorders which result in spontaneous external bleeding. These conditions need to be taken into account and considered in assessing the risk of transmission of the disease and the resulting effect upon the educational program of the student or employment of the employee by consulting with the Commissioner of Health, the physician of the student or employee, and the parent(s) or guardian(s) of the student.

D. Students with Special Circumstances and Conditions

Intermediate District 917, along with the infected individual's physician, the infected individual or parent(s) or guardian(s), and others, if appropriate, will weigh risks and benefits to the student and to others, consider the least restrictive appropriate educational placement, and arrange for periodic reevaluation as deemed necessary by the state epidemiologist. The risks to the student shall be determined by the student's physician.

E. Extracurricular Student Participation

Student participation in nonacademic, extracurricular and non-educational programs of the school district are subject to a requirement of equal access and comparable services.

F. Precautions

The school district will develop routine procedures for infection control at school and for educating employees about these procedures. The procedures shall be developed through cooperation with health professionals taking into consideration any guidelines of the Minnesota Department of Education and the Minnesota Department of Health. (These precautionary procedures shall be consistent with the school district's procedures regarding blood-borne pathogens developed pursuant to the school district's employee right to know policy.)

G. Information Sharing

1. Employee and student health information shall be shared within the school district only with those whose jobs require such information and with those who have a legitimate educational interest (including health and safety) in such information and shall be shared only to the extent required to accomplish legitimate educational goals and to comply with employees' right to know requirements.
2. Employee and student health data shall be shared outside the school district only in accordance with state and federal law and with the school district's policies on employee and student records and data.

H. Reporting

If a medical condition of student or staff threatens public health, it must be reported to the **Minnesota** Commissioner of Health.

I. Prevention

The school district shall, with the assistance of the **Minnesota** Commissioners of Health and Education, implement a program to prevent and reduce the risk of sexually transmitted diseases in accordance with ~~Minn. Stat. §~~ **Minnesota Statutes section** 121A.23 ~~which~~ **that** includes:

1. planning materials, guidelines, and other technically accurate and updated information;
2. a comprehensive, developmentally appropriate, technically accurate, and updated curriculum that includes helping students to abstain from sexual activity until marriage;
3. cooperation and coordination among school districts and Service Cooperatives;
4. a targeting of adolescents, especially those who may be at high risk of contracting sexually transmitted diseases and infections, for prevention

efforts;

5. involvement of parents **or guardians** and other community members;
6. in-service training for district staff and school board members;
7. collaboration with state agencies and organizations having a sexually transmitted infection and disease prevention or sexually transmitted infection and disease risk reduction program;
8. collaboration with local community health services, agencies and organizations having a sexually transmitted infection and disease risk reduction program; and
9. participation by state and local student organizations.
10. The program must be consistent with the health and wellness curriculum.
11. The school district may accept funds for sexually transmitted infection and disease prevention programs developed and implemented under this section from public and private sources including public health funds and foundations, department professional development funds, federal block grants or other federal or state grants.

J. Vaccination and Screening

The school district will develop procedures regarding the administration of Hepatitis B vaccinations in keeping with current state and federal law.

Legal References: Minn. Stat. § 121A.23 (~~Health-Related Programs~~) (**Programs to Prevent and Reduce the Risks of Sexually Transmitted Infections and Diseases**)
Minn. Stat. § 144.441 (Tuberculosis Screening in Schools)
Minn. Stat. § 142 (Testing in School Clinics)
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
20 U.S.C. § 1400 *et seq.* (Individuals with Disabilities Education Improvement Act of 2004)
29 U.S.C. § 794 *et seq.* (Rehabilitation Act of 1973, § 504)
42 U.S.C. § 12101 *et seq.* (Americans with Disabilities Act)
29 C.F.R. 1910.1030 (Bloodborne Pathogens)
Kohl by Kohl v. Woodhaven Learning Center, 865 F.2d 930 (8th Cir.), *cert. denied*, 493 U.S. 892, ~~110 S.Ct. 239~~ (1989)
School Board of Nassau County, Fla. v. Arline, 480 U.S. 273, ~~107 S.Ct. 1123~~ (1987)
16 EHLR 712, OCR Staff Memo, April 5, 1990

Cross References: MSBA/MASA Model Policy 402 (Disability Nondiscrimination)
MSBA/MASA Model Policy 407 (Employee Right to Know – Exposure
to Hazardous Substances)
MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)
Adopted: May 1, 2007

529 STAFF NOTIFICATION OF VIOLENT BEHAVIOR BY STUDENTS

I. PURPOSE

In an effort to provide a safe school environment, the assigned classroom teacher and certain staff members should know whether a student to be placed in the classroom has a history of violent behavior. Additionally, decisions should be made regarding how to manage such a student.

The purpose of this policy is to address the circumstances in which data should be provided to classroom teachers and other school staff members about students with a history of violent behavior and to establish a procedure for notifying staff regarding the placement of students with a history of violent behavior.

II. GENERAL STATEMENT OF POLICY

- A. Any staff member or other employee of the school district who obtains or possesses information concerning a student in the building with a history of violent behavior shall immediately report said information to the principal of the building in which the student attends school.
- B. The administration will meet with the assigned classroom teacher and other appropriate staff members for the purpose of notifying and determining how staff will manage such student.
- C. Only staff members who have a legitimate educational interest in the information will receive notification.

III. DEFINITIONS

For purposes of this policy, the following terms have the meaning given them.

A. Administration

“Administration” means the superintendent, building principal, or other designee.

B. Classroom Teacher

“Classroom teacher” means the instructional personnel responsible for the course or room to which a student is assigned at any given time, including a substitute hired in place of the classroom teacher.

C. History of Violent Behavior

1. A student will be considered to have a history of violent behavior if incident(s) of violence, including any documented physical assault of a school district employee by the student, have occurred during the current or previous school year.
2. If a student has an incident of violence during the current or previous school year, that incident and all other past related or similar incidents of violence will be reported.

D. Incident(s) of Violence

“Incident(s) of violence” means willful conduct in which a student endangers or causes physical injury to the student, other students, a school district employee, or surrounding person(s) or endangers or causes significant damage to school district property, regardless of whether related to a disability or whether discipline was imposed.

E. Legitimate Educational Interest

“Legitimate educational interest” includes interest directly related to classroom instruction, teaching, student achievement and progress, discipline of a student, student health and welfare, and the ability to respond to a request for educational data. It includes a person’s need to know in order to:

1. Perform an administrative task required in the school or the employee’s contract or position description approved by the school board;
2. Perform a supervisory or instructional task directly related to the student’s education; or
3. Perform a service or benefit for the student or the student’s family such as health care, counseling, student job placement, or student financial aid.
4. Perform a task directly related to responding to a request for data.

F. School Staff Member

“School staff member” includes:

1. A person duly elected to the school board;
2. A person employed by the school board in an administrative, supervisory, instructional, or other professional position;
3. A person employed by the school board as a temporary substitute in a

professional position for the period of ~~their his or her~~ performance as a substitute; and

4. A person employed by, or under contract to, the school board to perform a special task such as a secretary, a clerk, a public information officer or data practices compliance official, an attorney, or an auditor for the period of ~~their his or her~~ performance as an employee or contractor.

IV. PROCEDURE FOR STAFF NOTIFICATION OF STUDENTS WITH VIOLENT BEHAVIOR

A. Reports of Violent Behavior

Any staff member or other employee of the school district who becomes aware of any information regarding the violent behavior of an enrolling student or any student enrolled in the school district shall immediately report the information to the building principal where the student is enrolled or seeks to enroll.

B. Recipients of Notice

Each classroom teacher of a student with a history of violent behavior (see Section III.C., above) will receive written notification from the administration prior to placement of the student in the teacher's classroom. In addition, written notice will be given by the administration to other school staff members who have a legitimate educational interest, as defined in this policy, when a student with a history of violent behavior is placed in a teacher's classroom. The administration will provide notice to anyone substituting for the classroom teacher or school staff member, who has received notice under this policy, that the substitute will be overseeing a student with a history of violent behavior.

The administration may provide other school district employees or individuals outside of the school district with information regarding a student, including information regarding a student's history of violent behavior, in accordance with Policy 515, Protection and Privacy of Pupil Records.

C. Determination of Who Receives Notice

The determination of which classroom teachers and school staff members have a legitimate educational interest in information regarding a student with a history of violent behavior will be made by either: (1) the school district's Responsible Authority appointed by the school board under the Minnesota Government Data Practices Act or (2) the administration. In the event the administration makes this determination, the Responsible Authority will provide guidance to the administration as to what data will be shared.

D. Form of Written Notice

The notice given to classroom teachers and school staff members will be in

writing and will include the following:

1. Name of the student;
2. Date of notice;
3. Notification that the student has been identified as a student with a history of violent behavior as defined in Section III. of this policy; and
4. Reminder of the private nature of the data provided.

E. Record of Notice

1. The administration will retain a copy of the notice or other documentation provided to classroom teachers and school staff members notified under this section.
2. Retention of the written notice or other documentation provided to classroom teachers and school staff members is governed by the approved Records Retention Schedule.

F. Meetings Regarding Students with a History of Violent Behavior

1. If the administration determines, in **their** ~~his or her~~ discretion, that the classroom teacher and/or school staff members with a legitimate educational interest in such data reasonably require access to the details regarding a student's history of violent behavior for purposes of school safety and/or intervention services for the student, the administration also may convene a meeting to share and discuss such data.
2. The persons present at the meeting may have access to the data described in Section IV.D., above.

G. Law Enforcement Reports

Staff members will be provided with notice of disposition orders or law enforcement reports received by the school district in accordance with Policy 515, Protection and Privacy of Pupil Records. Where appropriate, information obtained from disposition orders or law enforcement reports also may be included in a Notification of Violent Behavior.

V. MAINTENANCE AND TRANSFER OF RECORDS

A report, notice, or documentation pertaining to a student with a history of violent behavior are educational records of a student and will be retained, maintained, and transferred to a school or school district in which a student seeks to enroll in accordance with Policy 515, Protection and Privacy of Pupil Records.

VI. PARENTAL NOTICE

- A. The administration will notify parents **or guardians** annually that the school district gives classroom teachers and other school staff members notice about students' history of violent behavior.
- B. Prior to providing the written notice of a student's violent behavior to classroom teachers and/or school staff members, the administration will inform the student's parent or guardian that such notice will be provided.
- C. Parents **or guardians** will be given notice that they have the right to review and challenge records or data, including the data documenting the history of violent behavior, in accordance with Policy 515, Protection and Privacy of Pupil Records.

VII. TRAINING NEEDS

Representatives of the school board and representatives of the teachers will discuss the needs of students and staff. The parties may discuss necessary training which may include training on conflict resolution and positive behavior interventions and may discuss necessary intervention services such as student behavioral assessments.

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 120A.22, Subd. 7 (**Compulsory Instruction**) (~~School Attendance—Education Records~~)
Minn. Stat. § 121A.45 (Grounds for Dismissal)
Minn. Stat. § 121A.64 (Notification; **Teachers' Legitimate educational Interest** ~~of Students with Violent Behavior~~)
Minn. Stat. § 121A.75 (**Receipt of Records; Sharing**) (~~Law Enforcement Notice to Schools~~)
Minn. Rules Parts 1205.0100-1205.2000 (Data Practices)
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)
34 C.F.R. §§ 99.1-99.67 (Rules Implementing FERPA)
Minn. Laws 2003, 1st Sp., Ch. 9, Art. 2, § 53

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

603 CURRICULUM DEVELOPMENT

I. PURPOSE

The purpose of this policy is to provide direction for continuous review and improvement of the school curriculum that comply with requirements established by federal and state educational agencies.

II. GENERAL STATEMENT OF POLICY

Curriculum development shall be directed toward the fulfillment of the goals and objectives of the education program of the school district. The policy of the school district is to align its curriculum with all federal and state requirements established by law.

III. RESPONSIBILITY

~~A.~~ The Director of Teaching and Learning shall be responsible for curriculum development and for determining the most effective way of conducting research on the school district's curriculum needs and establishing a long range curriculum development plan. Timelines shall be determined by the Director of Teaching and Learning that will provide for periodic reviews of each curriculum area.

IV. District Advisory Committee

- A. The school board shall delegate to the Director of Teaching and Learning to establish an advisory committee to ensure active community participation in all phases of planning and improving the instruction and curriculum affecting state and district academic standards.**
- B. The district advisory committee, to the extent possible, shall reflect the diversity of the district and its school sites, include teachers, parents or guardians, support staff, students, and other community residents, and provide translation to the extent appropriate and practicable. Whenever possible, parents or guardians and other community residents shall comprise at least two-thirds of advisory committee members.**
- C. The district advisory committee shall pursue community support to accelerate the academic and native literacy and achievement of English learners with varied needs, from young children to adults, consistent with Minnesota Statutes section 124D.59, subdivisions 2 and 2a.**

- D. The district may establish site teams as subcommittees of the district advisory committee.**
- E. The district advisory committee shall recommend to the school board**
 - 1. rigorous academic standards, student achievement goals and measures consistent with Minnesota Statutes section 120B.11, subdivision 1a, section 120B.022, subdivisions 1a and 1b, and section 120B.35,**
 - 2. district assessments,**
 - 3. means to improve students' equitable access to effective and more diverse teachers, and**
 - 4. program evaluations.**
- F. School sites may expand upon district evaluations of instruction, curriculum, assessments, or programs.**

~~A district advisory committee shall provide assistance at the request of the Director of Teaching and Learning. The advisory committee membership shall include teacher, support staff, member district representation, and administration representation, and shall provide translation to the extent appropriate and practicable.~~

V. Curriculum Development Process

- ~~B.~~ **A.** Within the ongoing process of curriculum development, the following needs shall be addressed:
 - 1. Provide for articulation of courses of study from early childhood through transition.
 - 2. Provide for continuing evaluation of programs for the purpose of attaining school district objectives.
 - 3. Provide a program for assessing students' academic needs and ongoing monitoring of student progress.
 - 4. Provide for specific, particular, and special needs of all members of the student community. Develop a local literacy plan to improve reading for every student.
 - 5. Meet all applicable requirements of the Minnesota Department of Education and federal law.

- ⊖ **B.** The Director of Teaching and Learning shall be responsible for keeping the school board informed of all state-mandated curriculum changes, as well as recommended discretionary changes, and for periodically presenting recommended modifications for school board review and approval.
- ⊖ **C.** The Director of Teaching and Learning shall have discretionary authority to develop guidelines and directives to implement school board policy relating to curriculum development.

Legal References: Minn. Stat. § 120B.10 (Findings; Improving Instruction and Curriculum)
Minn. Stat. § 120B.11 (School District Process)
Minn. Stat. § 120B.12 (Reading Proficiently No Later than the End of Grade 3)
Minn. Stat. § 120B.125(f) (Planning for Students’ Successful Transition to Postsecondary Education and Employment)
Minn. Rules Part 3500.0550 (Inclusive Educational Program)
Minn. Rules Parts 3501.0640-3501.0655 (Academic Standards for Language Arts)
Minn. Rules Parts 3501.0700-3501.0745 (Academic Standards for Mathematics)
Minn. Rules Parts ~~3501.0800-3501.0815~~ **3501.0820** (Academic Standards for the Arts)
Minn. Rules Parts 3501.0900-3501.0955 (Academic Standards in Science)
~~Minn. Rules Parts 3501.1000-3501.1190 (Graduation Required Assessment for Diploma) (repealed Minn. L. 2013, Ch. 116, Art. 2, § 22)~~
Minn. Rules Parts 3501.1200-3501.1210 (Academic Standards for English Language Development)
Minn. Rules Parts 3501.1300-3501.1345 (Academic Standards for Social Studies)
Minn. Rules Parts 3501.1400-3501.1410 (Academic Standards for Physical Education)
20 U.S.C. § 6301, *et seq.* (Every Student Succeeds Act)

Cross References: MSBA/MASA Model Policy 604 (Instructional Curriculum)
MSBA/MASA Model Policy 605 (Alternative Programs)
MSBA/MASA Model Policy 613 (Graduation Requirements)
MSBA/MASA Model Policy 614 (School District Testing Plan and Procedure)
MSBA/MASA Model Policy 615 (Testing Accommodations, Modifications, and Exemptions for IEPs, Section 504 Plans, and LEP Students)
MSBA/MASA Model Policy 616 (School District System Accountability)
MSBA/MASA Model Policy 618 (Assessment of Student Achievement)
MSBA/MASA Model Policy 619 (Staff Development for Standards)
MSBA/MASA Model Policy 620 (Credit for Learning)

MSBA/MASA Model Policy 623 (Mandatory Summer School Instruction)

MSBA/MASA Model Policy 617 (School District Ensurance of Preparatory and High School Standards)

MSBA/MASA Model Policy 618 (Assessment of Student Achievement)

MSBA/MASA Model Policy 619 (Staff Development for Standards)

MSBA/MASA Model Policy 620 (Credit for Learning)

MSBA/MASA Model Policy 623 (Mandatory Summer School Instruction)

903 VISITORS TO SCHOOL DISTRICT BUILDINGS AND SITES

I. PURPOSE

The purpose of this policy is to inform the school community and the general public of the position of the school board on visitors to school buildings and other school property.

II. GENERAL STATEMENT OF POLICY

- A. The school board encourages interest on the part of parents **or guardians** and community members in school programs and student activities. The school board welcomes visits to school buildings and school property by parents **or guardians** and community members provided the visits are consistent with the health, education and safety of students and employees and are conducted within the procedures and requirements established by the school district.
- B. The school board reaffirms its position on the importance of maintaining a school environment that is safe for students and employees and free of activity that may be disruptive to the student learning process or employee working environment.

III. ~~POST-SECONDARY ENROLLMENT OPTIONS STUDENTS~~

- ~~A. A student enrolled in a post-secondary enrollment options course may remain at the school site during regular school hours in accordance with established procedures.~~
- ~~B. A student enrolled in a post-secondary enrollment options course may be provided with reasonable access, during regular school hours, to a computer and other technology resources that the student needs to complete coursework for a post-secondary enrollment course, **in accordance with established procedures.**~~

IV. RESPONSIBILITY

- A. The school district administration shall present recommended visitor procedures and requirements to the school board for review and approval. The procedures should reflect input from employees, students and advisory groups, and shall be communicated to the school community and the general public. Upon approval by the school board, such procedures and requirements shall be an addendum to this policy.
- B. It shall be the responsibility of the superintendent to provide coordination that may be needed throughout the process and provide for periodic school board review and

approval of the procedures.

V. VISITOR LIMITATIONS

- A. An individual, or group may be denied permission to visit a school or school property or such permission may be revoked if the visitor(s) does not comply with the school district procedures and regulations or if the visit is not in the best interest of students, employees or the school district.
- B. Visitors are authorized to park vehicles on school property at times and in locations specified in the approved visitor procedures and requirements which are an addendum to this policy or as otherwise specifically authorized by school officials. When unauthorized vehicles of visitors are parked on school property, school officials may:
 - 1. move the vehicle or require the driver or other person in charge of the vehicle to move it off school district property; or
 - 2. if unattended, provide for the removal of the vehicle, at the expense of the owner or operator, to the nearest convenient garage or other place of safety off of school property.
- C. An individual or group who enters school property without complying with the procedures and requirements may be guilty of criminal trespass and thus subject to criminal penalty. Such persons may be detained by the school principal or a person designated by the school principal in a reasonable manner for a reasonable period of time pending the arrival of a police officer.

Legal References: Minn. Stat. § 123B.02 (General Powers of Independent School Districts)
Minn. Stat. § 124D.09 (Postsecondary Enrollment Options Act)
Minn. Stat. § 128C.08 (Assaulting a Sports Official Prohibited)
Minn. Stat. § 609.605, Subd. 4 (Trespasses on School Property)

Adopted: _____

MSBA/MASA Model Policy 722

Orig. 2017

Revised: _____

Rev. 2022

722 PUBLIC DATA AND DATA SUBJECT REQUESTS

[Note: School districts are required by statute to establish procedures consistent with the Minnesota Government Data Practices Act for public data requests and data subject requests.]

I. PURPOSE

The school district recognizes its responsibility relative to the collection, maintenance, and dissemination of public data as provided in state statutes.

II. GENERAL STATEMENT OF POLICY

The school district will comply with the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes chapter 13 (MGDPA), and Minnesota Rules parts 1205.0100-1205.2000 in responding to requests for public data.

III. DEFINITIONS

A. Confidential Data on Individuals

Data made not public by statute or federal law applicable to the data and are inaccessible to the individual subject of those data.

B. Data on Individuals

All government data in which any individual is or can be identified as the subject of that data, unless the appearance of the name or other identifying data can be clearly demonstrated to be only incidental to the data and the data are not accessed by the name or other identifying data of any individual.

C. Data Practices Compliance Officer

The data practices compliance official is the designated employee of the school district to whom persons may direct questions or concerns regarding problems in obtaining access to data or other data practices problems. The responsible authority may be the data practices compliance official.

D. Government Data

All data collected, created, received, maintained or disseminated by any government entity regardless of its physical form, storage media or conditions of use.

E. Individual

"Individual" means a natural person. In the case of a minor or an incapacitated person as defined in Minnesota Statutes section 524.5-102, subdivision 6, "individual" includes a parent or guardian or an individual acting as a parent or guardian in the absence of a parent or guardian, except that the responsible authority shall withhold data from parents or guardians, or individuals acting as parents or guardians in the absence of parents or guardians, upon request by the minor if the responsible authority determines that withholding the data would be in the best interest of the minor.

F. Inspection

“Inspection” means the visual inspection of paper and similar types of government data. Inspection does not include printing copies by the school district, unless printing a copy is the only method to provide for inspection of the data. For data stored in electronic form and made available in electronic form on a remote access basis to the public by the school district, inspection includes remote access to the data by the public and the ability to print copies of or download the data on the public’s own computer equipment.

G. Not Public Data

Any government data classified by statute, federal law, or temporary classification as confidential, private, nonpublic, or protected nonpublic.

H. Nonpublic Data

Data not on individuals made by statute or federal law applicable to the data: (a) not accessible to the public; and (b) accessible to the subject, if any, of the data.

I. Private Data on Individuals

Data made by statute or federal law applicable to the data: (a) not public; and (b) accessible to the individual subject of those data.

J. Protected Nonpublic Data

Data not on individuals made by statute or federal law applicable to the data (a) not public and (b) not accessible to the subject of the data.

K. Public Data

All government data collected, created, received, maintained, or disseminated by the school district, unless classified by statute, temporary classification pursuant to statute, or federal law, as nonpublic or protected nonpublic; or, with respect to data on individuals, as private or confidential.

L. Public Data Not on Individuals

Data accessible to the public pursuant to Minnesota Statutes section 13.03.

M. Public Data on Individuals

Data accessible to the public in accordance with the provisions of section 13.03.

N. Responsible Authority

The individual designated by the school board as the individual responsible for the collection, use, and dissemination of any set of data on individuals, government data, or summary data, unless otherwise provided by state law. Until an individual is designated by the school board, the responsible authority is the superintendent.

O. Summary Data

Statistical records and reports derived from data on individuals but in which individuals are not identified and from which neither their identities nor any other characteristic that could uniquely identify an individual is ascertainable. Unless classified pursuant to Minnesota Statutes section 13.06, another statute, or federal law, summary data is public.

IV. REQUESTS FOR PUBLIC DATA

- A. All requests for public data must be made in writing directed to the responsible authority.
1. A request for public data must include the following information:
 - a. Date the request is made;
 - b. A clear description of the data requested;
 - c. Identification of the form in which the data is to be provided (e.g., inspection, copying, both inspection and copying, etc.); and
 - d. Method to contact the requestor (such as phone number, address, or email address).
 2. Unless specifically authorized by statute, the school district may not require persons to identify themselves, state a reason for, or justify a request to gain access to public government data. A person may be asked to provide certain identifying or clarifying information for the sole purpose of facilitating access to the data. A requestor is not required to explain the reason for the data request.
 3. The identity of the requestor is public, if provided, but cannot be required by the government entity.
 4. The responsible authority may seek clarification from the requestor if the request is not clear before providing a response to the data request.
- B. The responsible authority will respond to a data request at reasonable times and places as follows:
1. The responsible authority will notify the requestor in writing as follows:
 - a. The requested data does not exist; or
 - b. The requested data does exist but either all or a portion of the data is not accessible to the requestor; or
 - (1) If the responsible authority determines that the requested data is classified so that access to the requestor is denied, the responsible authority will inform the requestor of the determination in writing, as soon thereafter as possible, and shall cite the specific statutory section, temporary classification, or specific provision of federal law on which the determination is based.
 - (2) Upon the request of a requestor who is denied access to data, the responsible authority shall certify in writing that the request has been denied and cite the specific statutory section, temporary classification, or specific provision of federal law upon which the denial was based.
 - c. The requested data does exist and provide arrangements for inspection of the data, identify when the data will be available for pick-up, or indicate that the data will be sent by mail. If the requestor does not appear at the time and place established for inspection of the data or the data is not picked up within ten (10) business days after the requestor is notified, the school district will conclude that the data is no longer wanted and will consider the request closed.

2. The school district's response time may be affected by the size and complexity of the particular request, including necessary redactions of the data, and also by the number of requests made within a particular period of time.
3. The school district will provide an explanation of technical terminology, abbreviations, or acronyms contained in the responsive data on request.
4. The school district is not required by the MGDPA to create or collect new data in response to a data request, or to provide responsive data in a specific form or arrangement if the school district does not keep the data in that form or arrangement.
5. The school district is not required to respond to questions that are not about a particular data request or requests for data in general.

V. REQUEST FOR SUMMARY DATA

- A. A request for the preparation of summary data shall be made in writing directed to the responsible authority.
 1. A request for the preparation of summary data must include the following information:
 - a. Date the request is made;
 - b. A clear description of the data requested;
 - c. Identify the form in which the data is to be provided (e.g., inspection, copying, both inspection and copying, etc.); and
 - d. Method to contact requestor (phone number, address, or email address).
- B. The responsible authority will respond within ten (10) business days of the receipt of a request to prepare summary data and inform the requestor of the following:
 1. The estimated costs of preparing the summary data, if any; and
 2. The summary data requested; or
 3. A written statement describing a time schedule for preparing the requested summary data, including reasons for any time delays; or
 4. A written statement describing the reasons why the responsible authority has determined that the requestor's access would compromise the private or confidential data.
- C. The school district may require the requestor to pre-pay all or a portion of the cost of creating the summary data before the school district begins to prepare the summary data.

VI. DATA BY AN INDIVIDUAL DATA SUBJECT

- A. Collection and storage of all data on individuals and the use and dissemination of private and confidential data on individuals shall be limited to that necessary for the administration and management of programs specifically authorized by the legislature or local governing body or mandated by the federal government.

- B. Private or confidential data on an individual shall not be collected, stored, used, or disseminated by the school district for any purposes other than those stated to the individual at the time of collection in accordance with Minnesota Statutes section 13.04, except as provided in Minnesota Statutes section 13.05, subdivision 4.
- C. Upon request to the responsible authority or designee, an individual shall be informed whether the individual is the subject of stored data on individuals, and whether it is classified as public, private or confidential. Upon further request, an individual who is the subject of stored private or public data on individuals shall be shown the data without any charge and, if desired, shall be informed of the content and meaning of that data.
- D. After an individual has been shown the private data and informed of its meaning, the data need not be disclosed to that individual for six months thereafter unless a dispute or action pursuant to this section is pending or additional data on the individual has been collected or created.
- E. The responsible authority or designee shall provide copies of the private or public data upon request by the individual subject of the data. The responsible authority or designee may require the requesting person to pay the actual costs of making and certifying the copies.
- F. The responsible authority or designee shall comply immediately, if possible, with any request made pursuant to this subdivision, or within ten days of the date of the request, excluding Saturdays, Sundays and legal holidays, if immediate compliance is not possible.
- G. An individual subject of the data may contest the accuracy or completeness of public or private data. To exercise this right, an individual shall notify in writing the responsible authority describing the nature of the disagreement. The responsible authority shall within 30 days either: (1) correct the data found to be inaccurate or incomplete and attempt to notify past recipients of inaccurate or incomplete data, including recipients named by the individual; or (2) notify the individual that the authority believes the data to be correct. Data in dispute shall be disclosed only if the individual's statement of disagreement is included with the disclosed data.
- H. The determination of the responsible authority may be appealed pursuant to the provisions of the Administrative Procedure Act relating to contested cases. Upon receipt of an appeal by an individual, the commissioner shall, before issuing the order and notice of a contested case hearing required by Minnesota Statutes chapter 14, try to resolve the dispute through education, conference, conciliation, or persuasion. If the parties consent, the commissioner may refer the matter to mediation. Following these efforts, the commissioner shall dismiss the appeal or issue the order and notice of hearing.
- I. Data on individuals that have been successfully challenged by an individual must be completed, corrected, or destroyed by a government entity without regard to the requirements of Minnesota Statutes section 138.17.
- A.J. After completing, correcting, or destroying successfully challenged data, the school district may retain a copy of the commissioner of administration's order issued under Minnesota Statutes chapter 14 or, if no order were issued, a summary of the dispute between the parties that does not contain any particulars of the successfully challenged data.

VII. REQUESTS FOR DATA BY AN INDIVIDUAL SUBJECT OF THE DATA

- A. All requests for individual subject data must be made in writing directed to the responsible authority.
- B. A request for individual subject data must include the following information:
 - 1. Statement that one is making a request as a data subject for data about the individual or about a student for whom the individual is the parent or guardian;
 - 2. Date the request is made;
 - 3. A clear description of the data requested;
 - 4. Proof that the individual is the data subject or the data subject's parent or guardian;
 - 5. Identification of the form in which the data is to be provided (e.g., inspection, copying, both inspection and copying, etc.); and
 - 6. Method to contact the requestor (such as phone number, address, or email address).
- C. The identity of the requestor of private data is private.
- D. The responsible authority may seek clarification from the requestor if the request is not clear before providing a response to the data request.
- E. Policy 515 (Protection and Privacy of Pupil Records) addresses requests of students or their parents for educational records and data.

VIII. COSTS

- A. Public Data
 - 1. The school district will charge for copies provided as follows:
 - a. 100 or fewer pages of black and white, letter or legal sized paper copies will be charged at 25 cents for a one-sided copy or 50 cents for a two-sided copy.
 - b. More than 100 pages or copies on other materials are charged based upon the actual cost of searching for and retrieving the data and making the copies or electronically sending the data, unless the cost is specifically set by statute or rule.
 - (1) The actual cost of making copies includes employee time, the cost of the materials onto which the data is copied (paper, CD, DVD, etc.), and mailing costs (if any).
 - (2) Also, if the school district does not have the capacity to make the copies, e.g., photographs, the actual cost paid by the school district to an outside vendor will be charged.
 - 2. All charges must be paid for [in cash or by check] in advance of receiving the copies.

[Note: the district should identify the payment methods that it will accept.]

B. Summary Data

1. Any costs incurred in the preparation of summary data shall be paid by the requestor prior to preparing or supplying the summary data.
2. The school district may assess costs associated with the preparation of summary data as follows:
 - a. The cost of materials, including paper, the cost of the labor required to prepare the copies, any schedule of standard copying charges established by the school district, any special costs necessary to produce such copies from a machine-based record-keeping system, including computers and microfilm systems;
 - b. The school district may consider the reasonable value of the summary data prepared and, where appropriate, reduce the costs assessed to the requestor.

C. Data Belonging to an Individual Subject

1. The responsible authority or designee may require the requesting person to pay the actual costs of making and certifying the copies.

The responsible authority shall not charge the data subject any fee in those instances where the data subject only desires to view private data.

The responsible authority or designee may require the requesting person to pay the actual costs of making and certifying the copies. Based on the factors set forth in Minnesota Rule 1205.0300, subpart 4, the school district determines that a reasonable fee would be the charges set forth in section VIII.A of this policy that apply to requests for data by the public.

2. The school district may not charge a fee to search for or to retrieve educational records of a child with a disability by the child's parent or guardian or by the child upon the child reaching the age of majority.

IXVII. Annual Review and Posting

- A. The responsible authority shall prepare a written data access policy and a written policy for the rights of data subjects (including specific procedures the school district uses for access by the data subject to public or private data on individuals). The responsible authority shall update the policies no later than August 1 of each year, and at any other time as necessary to reflect changes in personnel, procedures, or other circumstances that impact the public's ability to access data.
- B. Copies of the policies shall be easily available to the public by distributing free copies to the public or by posting the policies in a conspicuous place within the school district that is easily accessible to the public or by posting them on the school district's website.

Data Practices Contacts

Responsible Authority:

[Name]

[Location]

[Phone number; email address]

Data Practices Compliance Official:

[Name]

[Location]

[Phone number; email address]

Data Practices Designee(s):

[Name]

[Location]

[Phone number; email address]

Legal References:

Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)

[Minn. Stat. § 13.01 \(Government Data\)](#)

[Minn. Stat. § 13.02 \(Definitions\)](#)

Minn. Stat. § 13.025 (Government Entity Obligation)

[Minn. Stat. § 13.03 \(Access to Government Data\)](#)

[Minn. Stat. § 13.04 \(Rights of Subjects to Data\)](#)

[Minn. Stat. § 13.05 \(Duties of Responsible Authority\)](#)

[Minn. Stat. § 13.32 \(Educational Data\)](#)

[Minn. Rules Part 1205.0300 \(Access to Public Data\)](#)

[Minn. Rules Part 1205.0400 \(Access to Private Data\)](#)

Cross References:

MSBA/MASA Model Policy 406 (Public and Private Personnel Data)

MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)



Berg, Linda <linda.berg@isd917.org>

Assurance of Compliance Submission Received

1 message

MDE.Compliance-Assistance@state.mn.us <MDE.Compliance-Assistance@state.mn.us> Mon, Oct 3, 2022 at 11:19 AM
To: linda.berg@isd917.org

This email is confirmation that the Assurance of Compliance (AOC) submission for Intermediate School District 917 0917-06 has been received and is complete for the 22-23 school year. If you have any questions, please feel free to reach out to Virginia Davis at 651-582-8338 or Virginia.L.Davis@state.mn.us.



Virginia Davis

E-mail: mde.compliance-assistance@state.mn.us

Phone: 651-582-8338

Address: 400 NE Stinson Blvd., Minneapolis, MN 55413

Assurance of Compliance

0917-06 Intermediate School District 917
-INFORMATION NEEDED TO EVIDENCE COMPLIANCE-
School Year: 22-23

* - indicates required fields.

Coordinator Identification Information

	Human Rights Coordinator	Title IX Coordinator	504 Coordinator
Name*	Don Budach	Nicolle Roush	Don Budach
Telephone Number*	651-423-8246	651-423-8227	651-423-8246
Fax Number*	651-423-8776	651-423-8781	651-423-8781
E-Mail Address*	don.budach@isd917.org	nicolle.roush@isd917.org	don.budach@isd917.org

Mandated Reporter Training

Minnesota Chapter 260E.30, Subd. 2(b). Districts must inform all mandated reporters of the duties.

I verify that all mandated reporters employed by or otherwise associated with any school in this district have been informed of mandated reporting requirements and of the prohibition of retaliation against anyone reporting maltreatment.

Date of Verification *

10/03/2022

As part of the Minnesota Department of Education's data collection for the Minnesota Olmstead Plan related to the topic area Prevent Abuse and please provide the following information;

Total number of school district employees who have received mandated reporter training as of verification date? 460

Number of licensed staff? 224

Number of unlicensed staff? 236

*This information is requested to assist in the prevention of abuse and neglect of students with disabilities through increased awareness and education of all school personnel and their duties associated with mandated reporting requirements.

Document Submittal Verification

Does MDE have current and accurate copies of the following documents?
Please submit updated policy if revised since Last Submitted Date.

Document	Last Submitted Date	Upload Document*
Harassment and Violence policy	09/21/2022	Select Upload Document: <input type="button" value="Choose File"/> No file chosen

District Compliance Requirements Checklist

This assurance is given in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts, property, discounts, or other federal financial assistance extended after the date hereof to the district by the U.S. Department of Education and the Minnesota Department of Education (MDE), in installment payments after such date of application for federal financial assistance and state aid allotments which were approved before such date.

The district recognizes and agrees that such federal and state financial assistance will be extended in reliance on the representations, supporting information required by Minnesota Statute, section 127A.42, subd. 3 and agreements made in this assurance. This assurance is binding on the district and the persons authorized to submit information on behalf of the district.

Check all statements in which the district has complied with the state and federal requirements prohibiting discrimination.

Federal Laws:

* Title VI of the Civil Rights Act of 1964 (42 USC 2000d, et. seq.; 34 C.F.R. Part 100), which provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the district receives federal financial assistance.

Assurance of Compliance

- * Title VII of the Civil Rights Act of 1964 (42 USC 2000e, et. seq.; P.L. 88-352), as amended by the Equal Employment Opportunity Act of 1972 (P.L. 92-261), which prohibits discrimination in employment because of an individual's race, color, religion, sex, or national origin.
- * Title VII of the Civil Rights Act of 1964 Pregnancy Discrimination Act (within Title VII) (42 USC § 2000e(k)).
- * Title IX of the Education Amendments of 1972 (20 USC § 1681; 34 C.F.R. Part 106), which prohibits discrimination on the basis of sex in education programs and activities receiving or benefiting from federal financial assistance.
- * The Age Discrimination in Employment Act of 1967 (29 USC § 621; 42 USC § 6101; 29 C.F.R. Part 621), which prohibits discrimination on the basis of age (over 40 years).
- * Section 504 of the Rehabilitation Act of 1973 (34 C.F.R. part 104) prohibiting discrimination on the basis of disability.
- * The American with Disabilities Act (42 USC § 12101, et seq.), also prohibiting discrimination on the basis of disability.
- * Denial of Equal Educational Opportunity Prohibited (20 USC § 1703).
- * The Fair Housing Act (42 USC § 3601 et seq.; 24 C.F.R. part 100).
- * The Age Discrimination Act of 1975 (42 USC § 6101 and 6102; 34 C.F.R. part 110).
- * Prohibition of Discrimination Based on Blindness (20 USC § 1684).

State Laws:

- * The Minnesota Human Rights Act (Minn. Stat. § 363A), which prohibits discrimination in education programs and activities on ground of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, sexual orientation, disability or age
- * Minnesota Statutes, section 121A.031, which requires school districts to have a written policy to prevent and to prohibit student bullying.
- * Minnesota Statutes, section 121A.03, which requires school districts to have a policy prohibiting sexual/racial/religion harassment and violence which applies to students, teachers, administrators and other school personnel.
- * Minnesota Statutes, section 121A.04, which prohibits sex discrimination in athletic programs.
- * Minnesota Rules, part 3500.0550, relating to the Inclusive Educational Program Plan.
- * Minnesota Rules, Chapter 3535.0100-.0180; 3535.2300-.2800; 3535.3000-.3700, relating to equality of educational opportunity and school desegregation, and prohibition of discriminatory practices.

By clicking "Submit" you are affirming that these laws are available in each building in the district, that the information that you have provided and that you have the authority to submit this assurance on behalf of the district. Clicking "Cancel" will clear data entered.

NOTE: When data entry is complete, click "Submit" to send data to The State Department of Education.

Submit

Cancel



Intermediate School District 917

Purposeful. Personalized. Partners.

1300 145th Street East, Rosemount, MN 55068

(651) 423-8229 * <http://www.isd917.org>

TO: Intermediate School District 917 School Board members
FROM: Dr. Michael Favor, ISD 917, Superintendent
DATE: October 4, 2022
REGARDING: 2022-2024 District 917 Related Services Nurses Educational Support Professionals
Education Minnesota, Local #7333

On September 21, 2022, Local #7333 and ISD 917 personnel committee reached a tentative agreement for the 2022-2024 District 917 Related Services Nurses Education Support Professionals Education Minnesota, Local #7333. Union vote was unanimous.

Below is a summary of negotiations.

- Language change under Article IV section 7 access to personnel file electronic or written copy.
- Language change under Article VI section 1 basic day for indirect time throughout the day and under section 2 added new subd. 2 for new staff induction up to 5 hours of training.
- Article X section 1 reduce the probationary period to one (1) year.
- Article XII section 8 added new subd. 3 transfer stipend language.
- Improvements to the longevity: \$.50 increase year 1 each tier and \$.35 increase year 2 each tier.
- Year 1 restructured salary schedule and renumbered, dropped steps 1-4 and added step 13. Second year added 1.7% to schedule and added step 14.
- Added \$50 year 1 each tier to the 403b contributions.
- Enhance insurance contributions as follows:
 - year one (1)*
 - Add \$34 to the family plan
 - Year two(2)*
 - Add \$9 to the individual plan
 - Add \$100 to the family

With enhancements outlined the total package is 8.71%.

Board recommendation: Approve 2022-2024 District 917 Related Services Nurses Educational Support Professionals Education Minnesota, Local #7333

ISD 917 Vision

Intermediate School District 917 models an innovative culture with diverse pathways serving students and families through equitable practices with highly trained staff.

ISD 917 Core Values

Collaboration * Empathy * Innovation * Stewardship * Communication * Integrity * Personalization * Equity * Diversity

AGREEMENT

between

INTERMEDIATE SCHOOL DISTRICT NO. 917

and

**917 RELATED SERVICES NURSES
EDUCATIONAL SUPPORT PROFESSIONALS
EDUCATION MINNESOTA, LOCAL 7333**

Effective July 1, 2022, through June 30, 2024

Board Approved October 4, 2022

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**ARTICLE I
PURPOSE**

Section 1. Parties: This Agreement is entered into between the School Board of Intermediate School District No. 917, Rosemount, Minnesota, (hereinafter referred to as the School Board or School District) and the 917 Related Services Nurses Educational Support Professionals, Local 7333, Education Minnesota (hereinafter referred to as the Union) pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, (hereinafter referred to as the PELRA) to provide the terms and conditions of employment for employees represented by the 917 Related Services Nurses Educational Support Professionals, Education Minnesota, (hereinafter referred to as health associates) for the duration of this Agreement.

**ARTICLE II
RECOGNITION OF EXCLUSIVE REPRESENTATIVE**

Section 1. Recognition: In accordance with the PELRA, the School District recognizes 917 Related Services Nurses Educational Support Professionals, Local 7333, Education Minnesota, as the exclusive representative of health associates employed by the School District, which exclusive representative shall have those rights and duties as prescribed by the PELRA and as described in the provisions of this Agreement.

Section 2. Appropriate Unit: The Union shall represent all the health associates of the district as defined in this Agreement and in the PELRA and by certification of the Bureau of Mediation Services, dated February 10, 2005, BMS Case No. 05-PCE-609.

Section 3. Exclusive Representative Leave Time

Subd. 1. When negotiating sessions are scheduled between the Union and the School District or with the state mediator during school hours, two members of the health associates' negotiating team will be released from their regular responsibilities for this purpose without any loss of pay.

Subd. 2. When a health associate is being warned, reprimanded or disciplined for any infraction of rules or failure to make adequate progress on a performance improvement plan, leave for the health associate representation will be at the expense of the School District for one member as union representative. No representation shall be allowed for normal counseling or performance evaluation situations. The District shall make the sole determination as to the disciplinary nature of the situation.

Subd. 3. At the beginning of each school year, the Union shall be credited with ten (10) hours to be used at the discretion of the Local for the purpose of conducting its duties as exclusive representative. The Union has the option of purchasing additional hours at the regular hourly rate (including FICA) for a substitute health associate. It is understood that if, for whatever reason, a substitute is not available on the day for which exclusive bargaining leave is requested, the approval for that leave shall be automatically rescinded. The Union President will notify the Superintendent or 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, and the employer's personnel policies affecting the working conditions of the employees. The terms in both cases are subject to the provisions of M.S. 179A.07 regarding the rights of public employers and the scope of negotiations.

Section 2. Health Associates: Health associates shall mean all employees employed by the School District who are responsible for the implementation of health services and who provide for the health care needs of individual students who require frequent care throughout the school day in order to attend school, but excludes licensed school nurses. Health associates must be qualified in accordance with the health associate position description. Health associates will be assigned duties as per the position description and within their scope of practice defined by the Minnesota Nurse Practice Act. The term health associates as used herein will exclude the following: supervisory, administrative, and confidential employees, program assistants, pupil support assistants, teachers, licensed school nurses, essential employees, part-time employees whose services do not exceed the lesser of fourteen (14) hours per week or thirty-five percent (35%) of the normal work week in the employee's bargaining unit, employees who hold positions of a temporary or seasonal character for a period not in excess of 67 working days in any calendar year, and emergency employees.

Section 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 health associate or his/her representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, as long as the same is not designed to and does not interfere with the full, faithful and proper performance of the duties of employment or circumvent the rights of the exclusive representative.

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

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

Section 4. Use of School Buildings, Facilities, Equipment and Inter-School Mail: The Union shall have the right to usage of the School District's facilities and resources for the purpose of communicating to its members. The School District's resources include, but are not limited to, School District buildings, equipment, facilities, inter-school mail, email, and telephone system. The Union agrees that it will not use such resources so as to disturb or interfere with the educational process.

Section 5. Release Time: The School District shall, upon written request by the Union, afford reasonable time off in accordance with Minnesota Stat. 179A.07, Subd. 6, without pay to elected officers or appointed representatives of the Union for the purposes of conducting the duties of the Union. Additionally, a Union Representative attending a disciplinary meeting involving a member of the bargaining unit called by the School District shall be permitted to do so without loss of pay or benefits.

Section 6. Right to Dues Check Off: Each health associate shall be eligible to request payroll deductions for the withholding of union dues. Such requests shall be in writing on a form provided by the Union and delivered to the payroll office. Request by the employee to cease dues deductions submitted in writing to the payroll office shall be honored and dues deductions ceased as of such written notice. Deductions shall be transmitted with a list of names of health associates whose pay deductions were made to the exclusive representative within seven (7) days of such payday.

Section 7. Personnel Files: All evaluations and files generated with the School District relating to each health associate shall be available upon written request. The health associate shall have the right to request any contents of their own personnel file and to submit for inclusion the health associate's response to any material contained within. Upon written request of contents from a health associate's file, by the health associate, the District will email a scan of the requested item(s) to the health associate. At the health associate's request, the District will supply the health associate with a printed copy the requested item(s), which the health associate can pick up at the District office during business hours. A health associate may grieve a written document placed in the health associate's file by the School District on the grounds that the material is false or substantially inaccurate. If it is found that the written document is false or substantially inaccurate, such false or inaccurate statements shall be deleted from the health associate's file.

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

ARTICLE V
SCHOOL DISTRICT RESPONSIBILITIES

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

Section 2. Effect of Law, Rules and Regulations: The Union recognizes that all health associates covered by this Agreement shall perform the nonteaching services prescribed by the School District and shall be governed by the laws of the State of Minnesota, and by School Board rules, policy, regulations, directives, and orders issued by properly designated officials of the School District. The Union also recognizes the right, obligation, and duty of the School Board and its duly designated officials to promulgate rules, policy, regulations, directives, and orders from time to time as deemed necessary by the School Board insofar as such rules, policy, regulations, directives, and orders are not inconsistent with the terms of this Agreement and recognizes that the School Board, all health associates 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. Basic Day: The health associate's basic day, exclusive of lunch, for a full-time employee, shall be six (6) to seven and a half (7-1/2) hours per day as annually determined by the School District prior to July 1. The hours indicated in the July 1 document shall not be changed during the contract year except as mutually agreed between the health associate and the district. The duty day shall include indirect documentation time throughout the workday. The School District may employ such part-time health associates as it deems appropriate.

Subd. 1. Lunch Period: Health associates shall be provided an unpaid lunch of at least thirty (30) minutes. If a health associate is required to work because of an emergency or other operational need, as determined by the School District, he/she shall be paid at their regular rate of pay for this time.

Subd. 2. Break Period: Health associates shall receive a fifteen (15) minute paid break in the morning and a fifteen (15) minute paid break in the afternoon. If mutually agreed between the teacher or licensed school nurse (LSN) and health associate, the breaks may be combined to provide a lunch break. Health associates who work at least four (4) hours per day shall receive a fifteen (15) minute paid break. The morning break shall begin no

sooner than one-half (1/2) hours after the start of the student contact day. If a health associate is required to work because of an emergency or other operational need, as determined by the School District, he/she shall be paid at their regular rate of pay for the additional time.

Section 2. Duty Year: The duty year for full-time health associates under this Agreement shall be as annually determined by the School District, but not less than the number of student days.

Subd. 1. Medical Record Preparation Days: At the beginning of each school year, health associates shall be provided with two (2) additional regular working days of paid time, beyond student-contact days and the all-staff back-to-school event day, to set up medical records for new students and to begin medical documentation. This preparation time can only be used in August or September and must not be a student contact day.

Subd 2. New staff induction: All new health associates will be required to attend up to five (5) hours of training which will include training on the student information system, within two weeks of their starting date. The new training will be paid at the current hourly rate for the new health associate. If a current health associate conducts the training, they will be paid their hourly rate.

Section 3. Modifications in Calendar, Length of School Day: Provisions for the closing of schools due to inclement weather or other exigency shall be as addressed in District Policy 466.

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

Section 5. Overtime: All hours worked by an employee beyond eight (8) hours per day or forty (40) hours per week shall be compensated at one and a half (1.5) times the health associate's hourly rate of pay.

ARTICLE VII BASIC SALARIES

Section 1. Basic Salaries - Regular Employees:

Subd. 1. Effective July 1, 2022, Health Associates shall be compensated in accordance with Salary Schedule A.

Subd. 2. Effective July 1, 2023, Health Associates shall be compensated in accordance with Salary Schedule B.

Subd. 3. Effective July 1, 2022, eligible Health Associates will advance one (1) step on Salary Schedule A from their "old step" on the salary schedule for 2021-2022, noting that steps one (1) through four (4) of the 2021-2022 salary schedule were removed on the

2022-2023 schedule, which was then renumbered, and an additional step (step nine) was added. Effective July 1, 2023, eligible Health Associates will advance one (1) step on Salary Schedule B from their placement the previous year, noting that an additional step (step ten) was added to Salary Schedule B. Exceptions for both years will be made for those employees subject to Section 3 of this Article. The School District reserves the right to withhold step advancement or other salary increase in individual cases for just cause, subject to the grievance procedure. In the event a successor agreement is not entered into prior to July 1, 2024, a health associate shall remain at the same step as compensated during the 2023-2024 contract year until a successor agreement is reached, which agreement shall govern step advancement, if any.

Subd. 4. Longevity: Health associates shall receive a longevity salary increase beyond the rates delineated in Schedules A and B of the agreement as follows:

Year of Continuous Employment	2022-2023	2023-2024
In Years 12-14	\$2.75	\$3.10
In Years 15-17	\$3.25	\$3.60
In Years 18-20	\$4.25	\$4.60
In Years 21-23	\$5.25	\$5.60
In Years 24 and beyond	\$6.25	\$6.60

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.

Section 2. Other Obligations: In the event a health associate is required to attend to student emergencies, conduct CPR classes, trainings, meetings, inservices, field trips, bus transportation, etc., outside of the employee’s regularly scheduled hours, the health associate shall be paid at his/her hourly rate of pay and in accordance with Article VI, Section 5.

Section 3. New Employees: A new health associate shall be placed on the salary schedule as agreed between the employer and the health associate and shall be eligible for step advancement on the following July 1 if employed prior to January 1. A health associate hired after January 1 shall be eligible for any increase in the current rate on July 1 but shall not be eligible for step advancement until the following July 1. Thereafter, such a new health associate shall be subject to all provisions of this Article.

Section 4. Absence of Regular Teacher: Health associates shall not be required or assigned to assume the responsibilities of a classroom teacher. In the absence of the regular classroom teacher, the School District shall arrange to have an appropriate, licensed teacher assigned to supervise the classroom. In such instances, health associates will continue to perform the duties as assigned or implied by the teacher in charge of the classroom.

ARTICLE VIII

GROUP INSURANCE

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

Section 2. Health and Hospitalization Insurance:

Subd. 1. Individual Coverage: Effective July 1, 2022 the School District shall contribute an amount not to exceed \$795 per month for each eligible employee employed by the School District who qualifies for and is enrolled in the School District group health and hospitalization plan. Effective January 1, 2024, the total monthly contribution shall increase but shall not exceed \$804 per month. The cost of the premium not contributed by the School District shall be borne by the employee and paid by payroll deduction. This subdivision shall not apply to those eligible employees who select coverage under the high deductible health plan described in Subdivision 3.

Subd. 2. Dependent Coverage: Effective July 1, 2022, the School District shall contribute an amount not to exceed \$1650 per month for dependent coverage for each eligible employee employed by the School District who qualifies for and is enrolled in the School District group health and hospitalization plan and who qualifies for dependent coverage. Effective January 1, 2023, the total monthly contribution shall increase, but shall not exceed \$1684 per month. Effective January 1, 2024, the total monthly contribution shall increase, but shall not exceed \$1784 per month. The cost of the premium not contributed by the School District shall be borne by the employee and paid by payroll deduction. In the event that the School District's contribution for family coverage is discriminatory or illegal, the union will hold the School District harmless and indemnify the School District from any and all action, suits, claims, damages, judgments and other forms of liability which any person may have or claim to have arising out of or by reason of the School District's contribution toward family coverage. This subdivision shall not apply to those eligible employees who select coverage under the high deductible health plan described in Subdivision 4.

Subd. 3. Individual High Deductible Coverage:

- (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 accounts ("HSA") of such employee in accordance with the Intermediate School District No. 917 Flex Choice Plan (the "Flex Choice Plan"). Effective July 1, 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 \$795 per month. Effective January 1, 2024, the total monthly contribution will increase but shall not exceed \$804 per month.

- (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:

- (b) Eligible employees shall have the option of enrolling in a high deductible coverage option of the School District's health and hospitalization plan. The high deductible coverage shall be a qualified high deductible health plan within the meaning of Section 223 of the Internal Revenue Code of 1986, as amended from time to time. Each eligible employee enrolled in the high deductible coverage shall be eligible for a contribution to a health savings account ("HSA") of such employee in accordance with the Intermediate School District No. 917 Flex Choice Plan (the "Flex Choice Plan"). Effective July 1, 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 \$1650 per month. Effective January 1, 2023, the total monthly contribution will increase but shall not exceed \$1684 per month and January 1, 2024, the total monthly contribution will increase but shall not exceed \$1784 per month.

- (c) 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.

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

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

Section 3. Dental Insurance:

Subd. 1. Individual Coverage: The School District shall contribute a sum not to exceed \$68 per month toward the cost of the premium for individual coverage for each eligible employee employed by the School District who qualifies for and is enrolled in the School District's dental insurance plan. The cost of the premium not contributed by the School District shall be borne by the employee and paid by payroll deduction.

Subd. 2. Dependent Coverage: The School District shall contribute a sum not to exceed \$142 per month toward the cost of the premium for dependent coverage for each eligible employee employed by the School District who qualifies for and is enrolled in the School District's dental insurance plan and who qualifies for dependent coverage. The cost of the premium not contributed by the School District shall be borne by the employee and paid by payroll deduction.

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

1. Benefits begin after ninety (90) calendar days of total disability.
2. 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 each month 100 percent of the life insurance premium for an \$80,000 term life insurance policy for each full-time health associate. 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 herein and no claims 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: A health associate is eligible for contributions as provided in this Article as long as he/she is a full-time employee of the School District. Upon termination of employment, all district participation and contribution shall cease, effective on the last working day, except as specified in Subdivisions 1 and 2 hereof.

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

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

Section 8. Eligibility: Insurance benefits as outlined in this Article shall apply only to health associates who work at least 1,110 hours per year and such benefits shall not apply to substitute health associates.

Section 9. Lay Off: An employee laid off and subsequently rehired without a break in service to the School District shall be reimbursed for insurance contributions during the summer provided the health associate has made such contributions to the School District plan.

ARTICLE IX LEAVES OF ABSENCE

Section 1. Sick Leave:

Subd. 1. All full-time health associates shall earn sick leave at the rate of one and one-ninth (1-1/9) days for each month of service in the employ of the School District, which is equivalent to ten (10) days for each school year. All full-time health associates shall be given a credit of ten (10) sick days at the beginning of each school year. In the event that an employee uses credited sick leave prior to completion of the year in which such credit is earned, the health associate shall be liable to the School District for any sick leave pay advanced beyond actual accrual in the event the health associate leaves the service of the School District.

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

Subd. 3. The School Board may require a health associate to furnish a medical certificate from a qualified physician as evidence of illness, indicating such absence was due to illness, in order to qualify for sick leave pay. Failure to provide documentation upon request may result in denial of sick leave.

Subd. 4. In the event that a medical certificate will be required, the health associate will be so advised.

Subd. 5. Sick leave allowed shall be deducted from the accrued sick leave days earned by the health associate.

Subd. 6. Sick leave pay shall be approved only upon submission of a signed request.

Subd. 7. A health associate who is entitled to sick leave pay, who is then receiving Worker's Compensation, may not be paid sick leave pay in an amount greater than the difference between such Worker's Compensation and his/her basic salary. Under such circumstances only that fraction of a sick leave day not covered by Worker's Compensation insurance shall be deducted from accrued sick leave.

Subd. 8. Health Associates who do not use sick leave for the first six (6) consecutive months in a school year shall be eligible for one additional personal leave day in the next year's contract. The additional personal leave day must be used in the next contract year.

Additionally, health associates who do not use sick leave for a period of one (1) contract year shall receive a district contribution of two-hundred dollars (\$200) in their name to the State of Minnesota Post-Retirement Health Care Savings Plan.

Section 2. Medical Leave

Subd. 1. Personal Medical Leave of Absence: A health associate 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 health associate's accrued paid leave must be exhausted before the health associate 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 health associate's physician. The end of a personal physical disability absence for childbirth shall also be determined by the health associate'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 health associates are entitled to twelve (12) workweeks of unpaid leave within a rolling twelve (12)-month period. Non-contract days, such as non-duty days, shall not count toward the twelve (12) workweeks and accrued paid leave shall not be deducted.

- a) FMLA Eligibility: Over the twelve (12) months prior to leave, health associates must have been employed with the School District for at least twelve (12) months and worked 1,250 hours within the twelve (12)-month period preceding the leave. Any use of vacation, sick leave, or unpaid time off (non-duty days) are not 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 health associate's own serious health condition, as defined by the FMLA.
 - ii. The health associate'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 health associate's accrued paid leave must be exhausted

before the health associate 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: A health associate 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 health associate 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: A health associate 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 health associate is returning from a personal medical leave of absence, the health associate must also provide medical verification from a qualified healthcare provider of the health associate's release from medical restrictions allowing them to return to full capacity at work.

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

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

Subd. 6. Probationary Period: Periods of time for which the health associate 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. A health associate 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 health associate 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: A health associate 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, a health associate 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, a health associate 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 July of the next fiscal year by April 1 of the leave fiscal year.

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

Subd. 4. Failure of the health associate 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 health associate is on parental leave may extend the health associate's probationary period pursuant to Minnesota Statute (122A.41, Subdivision 1).

Section 4. Civic Duty/Military Leave

Subd. 1. Jury Duty: A health associate summoned to serve on a jury can request to be excused from such jury service. Health associates who must serve will be permitted time off without the loss of pay contingent upon the health associate 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 health associate to seek through the court. The

District shall assume no responsibility to seek reimbursement, nor pay reimbursement for said expenses.

Subd. 2. Subpoenaed Witness: A health associate 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. A health associate 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. A health associate 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 health associate 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 health associate'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 health associate will not be permitted to use accrued leave to subsidize his/her general leave of absence.

Subd. 3. A health associate on an approved general leave of absence for a full school year or the spring semester of the school year, shall notify the Superintendent in writing of his/her intention to return for the upcoming fiscal year no later than April 1 of the leave fiscal year. For partial school year leaves, a health associate 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: A health associate 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 health associate shall pay the full insurance premium (School District and employee contributions) for any month in which the health associate does not work at least one (1) day.

Subd. 3. Payment: The health associate is responsible for paying the School District business office the monthly amounts due for any insurance programs the health associate wishes to retain in advance of the end of the corresponding month on such a date determined by the School District. However, the health associate 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. Health Associates on Medical or Parental Leaves: An employee on a medical or parental leave under this article shall retain his/her number of personal and sick leave days, and other accrued benefits, if any, up to the date that the employee went on leave for use during the health associate's leave of absence, as noted in sections two (2) and three (3) of this article, and accrual will continue so long as the health associate is using paid leave. No additional paid leave days, or other benefits shall accrue for the period of time that the health associate is on unpaid leave.

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

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

Section 9. Death and Illness:

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

Subd. 2. Upon approval of the Superintendent or his/her designee, up to twenty (20) days sick leave per year will be granted for the illness of the following: health associate's spouse, child, adult child, brother, sister, parent, step-parent, grandchild, grandparent, son or daughter-in-law, or parent-in-law. A health associate may use one (1) day of

accumulated sick leave for each day of illness or disability of the health associate's dependent (IRS Code) for such reasonable periods as the health associate's attendance may be necessary, on the same terms the health associate is able to use sick leave benefits for the health associate's own illness. Days used shall be deducted from sick leave.

Subd. 3. Additional absence for severe illness or death may be granted at the sole discretion of the Superintendent, whose decision is final and binding and is not subject to the grievance procedure.

Section 10. Personal Leave.

Subd. 1. Eligibility. Health associates in their first year of employment may deduct one day from sick leave. Health associates who have completed their first year of employment will receive personal leave days per the following schedule:

Years 1-3 of continuous employment	2 days
Years 4-7 of continuous employment	3 days
Years 8+ of continuous employment and beyond	4 days

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

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

- a) Health associates in their first year of employment, not eligible for personal leave days, may be granted time off for extraordinary circumstances in emergency situations. Such days will be deducted from accumulated sick leave.
- b) A health associate may be granted leave without pay at the sole discretion of the superintendent, in accordance with school board policy.

Subd. 2. The use of a personal leave day is subject to the approval of the Superintendent or his/her designee, to ensure a minimum of disruption for the educational program. Accordingly, the following limitations shall apply:

- a) A personal leave day normally shall not be granted for the day preceding or the day following holidays or vacation periods and the first and last ten (10) duty days of the school year.
- b) Personal leave requests may be denied on a particular day, if other employees in the same or other bargaining unit at the same instructional site have already been granted personal leave which would be disruptive of the functioning of the particular program.

Subd. 3. At the beginning of each contract year, health associates will be credited with the number of days of personal leave specified in subdivision one (1) herein. Those health associates who have accumulated three (3) days of personal leave or more prior to the beginning of any contract year shall receive a lump sum payment of one hundred twenty-five (\$125) for each day beyond five (5) for which they become eligible in lieu of being granted additional days beyond five (5). Part-time health associates as defined in Section 11 of this Article IX shall be paid a pro rata portion of the one hundred dollars (\$100) per day based upon the number of hours worked per year with 1,110 hours per year constituting full-time.

Subd. 4 Personal leave must be requested ten (10) duty days in advance of the commencement of the leave. In instances when emergency situations preclude the advance request for leave, the health associate shall make the request as soon as practicable and must include the reason for the requested leave and why the ten (10) day notice was not possible. Personal leave will normally only be granted in increments of one full workday(s).

ARTICLE X PROBATIONARY PERIOD

Section 1. Probationary Period: A health associate shall serve a probationary period of one (1) calendar year of continuous employment during which time the School District shall have the unqualified right to suspend without pay, discharge or otherwise discipline such health associate. In the event the School District discharges a probationary health associate at the end of a school year, and rehires the health associate the following year, the health associate's employment with the School District shall consider that time as continuous employment.

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

ARTICLE XI EMPLOYEE SUPERVISION

Section 1. Employee Improvement Plans

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

Subd. 2. The purpose of an employee improvement plan is to improve the health associate'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 health associates improvement plans will be placed in the health associate's personnel file along with any notations as to the health associate'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, Board policies and rules, directives issued by the health associate'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 health associate 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 health associates in the event of relatively minor infractions. Oral reprimands shall not be grievable under Article XIV of this Agreement. Oral reprimands shall not be documented in the employee's official personnel file.
- 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 health associate's behavior or performance. Written reprimands will be placed in the health associate's official personnel file. Each health associate shall be promptly furnished with a copy of all disciplinary materials entered into their personnel file. All materials shall be dated and signed acknowledging receipt of said documents. Health associates may respond in writing to written reprimands and such responses shall be placed in the health associate's personnel file. Written reprimands are grievable under Article XIV 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 health associate's file.

Subd. 3. Suspension.

- a) A health associate may be suspended without pay for grounds as described in Minn. Stat. Section 122A.40, subd. 9(a) through (e) or Minn. Stat. Section

122A.40, subd. 13(1) through (6). Any suspension is subject to the grievance procedure under Article XIV of this Agreement. Additionally, a health associate may be suspended without pay when other disciplinary measures have been applied without sufficient positive result, or for other willful violations of District policies or directives.

- b) Suspension shall take effect upon written notification from the Superintendent of Schools to the employee stating the grounds for suspension. The health associate shall have the right to invoke the grievance procedures set forth in Article XIV of this Agreement at the arbitration level provided written notification requesting arbitration is received by the superintendent within fifteen (15) days after receipt of the written notice of suspension.
- c) The suspension shall take effect upon receipt by the health associate 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) workdays.

Subd. 4. Termination for Cause.

- a) A health associate who has passed the probationary period may be terminated for cause at the end of a school year for any of the following reasons:
 - i. Inefficiency;
 - ii. Neglect of duty, or persistent violation of school laws, rules, regulations, or directives;
 - iii. Conduct unbecoming a health associate which materially impairs the health associate's effectiveness;
 - iv. Other good and sufficient grounds rendering the employee unfit to perform the health associate's duties.
- b) A health associate will not be terminated upon one of the grounds specified in clause (1), (2), (3), or (4), unless the health associate fails to correct the deficiency after being given written notice of the specific items of complaint and reasonable time within which to remedy them.
- c) Immediate discharge. The board may discharge a non-probationary health associate, effective immediately, upon any of the following grounds:
 - i. Immoral conduct, insubordination, or conviction of a felony;
 - ii. Conduct unbecoming a health associate which requires the immediate removal of the health associate from classroom or other duties;
 - iii. Failure without justifiable cause to be present at assigned work place without first securing the written release of the school board;

- iv. Gross inefficiency which the health associate has failed to correct after reasonable written notice;
- v. Willful neglect of duty; or
- vi. Continuing physical or mental disability subsequent to a twelve-month (12) leave of absence and inability to qualify for reinstatement.

Section 3. Health Associate Performance Evaluations. Health associates who have completed the probationary period shall be evaluated by the same criteria and process. In the event that a health associate has more than one supervisor (e.g., the head nurse and the Assistant Director of Special Education/Principal), the health associate's supervisors shall collaborate on a single performance evaluation document from the Assistant Director of Special Education/Principal assigned to supervise health associates.

ARTICLE XII SENIORITY, LAYOFF AND RECALL

Section 1. Seniority: The parties recognize the principle of seniority in the application of this Agreement concerning reduction or increase in force, and reduction of working time, within qualification areas as defined by the School District and with regard to students' needs.

Section 2. Seniority Date: For purposes of this article, a health associate's seniority date shall be the first date of paid and continuous employment with the School District. A health associate shall acquire a seniority date upon completion of the probationary period as defined in this Agreement and upon acquiring seniority the seniority date shall relate back to the first date of continuous service with the School District. If more than one health associate commences paid employment on the same date, seniority ranking shall be determined by years of nursing experience prior to employment with the School District as evidenced in the health associate's initial employment application.

Section 3. Loss of Seniority: A health associate shall lose his/her seniority standing upon written resignation of employment, discharge for cause, or after a twelve (12) month continuous lay off.

Section 4. Reduction of Work Force/Layoff Application: A reduction of the work force shall be defined as the elimination of a job position or positions or the reduction of the yearly hours of a job position or positions. In the event the School District reduces health associate positions within the School District, such layoff shall occur in reverse seniority order.

Subd. 1. The School District shall identify the position(s) being terminated and/or reduced in hours. Notice of such layoffs or reduction in hours shall be given to the employees affected, with a copy to the Union, on or before August 1 of each year, or as soon as the School District is aware of a change.

Subd. 2. The health associate(s) whose position(s) are affected by reductions shall have the right to replace the least senior health associate whose work assignment is

commensurate with the health associate's skill and knowledge, as determined by the School District's Administration.

Section 5. Recall: Health associates shall be recalled in inverse order of seniority. Only health associates who have completed their probationary period are eligible for recall.

Subd. 1. Notice of Recall: Notice of recall shall be by certified mail to the address on record in the Human Resources office. Response to the notice of recall must be made in writing to the Human Resources office within fourteen (14) calendar days, excluding legal holidays, after receipt of such notice.

Subd. 2. Upon returning to a School District position, the health associate shall be credited with the same number of years of service as at the time of layoff and shall be given credit on the seniority list for all years worked in the School District prior to layoff.

Section 6. Seniority List. Seniority list shall be published no later than February 15 each year. The list shall indicate the health associates' seniority date. The list shall be provided to all members of the bargaining unit via e-mail.

Section 7. Vacant Positions: In instances where vacant positions exist within the bargaining unit, the positions will be offered first to the most senior qualified applicant within the bargaining unit. Should the most senior qualified candidate decline the position, the position will be offered to the next qualified member on the seniority list. This process shall be repeated until all members of the bargaining unit have had the option to transfer into the vacant position. Qualifications shall be determined by the School District's Administration. At the time of posting, the position announcement will be e-mailed to all members of the bargaining unit.

Section 8. Transfers – Involuntary:

Subd. 1. Notice of involuntary transfer shall be given to the health associates of the bargaining unit as soon as practicable. If there are open health associate positions in the school district, a list shall be made available to all health associates being involuntarily transferred or reassigned. Such health associates may apply for positions, in order of preference, to which they desire to be transferred.

Subd. 2. Involuntary Transfer Decisions: Programmatic considerations, seniority, employee qualifications, and employee preference, shall be the criteria used by the school district when rotating or transferring staff. Health Associates being involuntarily reassigned shall upon written request be afforded an opportunity to meet with the Superintendent regarding such decision. 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. 3. Stipend: If a health associate performs a voluntary or involuntary daily transfers, then the health associate will be paid by the following stipulations:

1. The health associate will be provided a stipend of \$25 each day.

2. If the transfer is longer than one day, the stipend will only be paid for the first day of the transfer.

ARTICLE XIII STIPEND FOR LICENSE RENEWAL

Section 1. To assist health associates for expenses incurred for education requirements for license renewal, the school district shall pay a stipend in the amount of \$300 to full-time (1110 hours of assignment) licensed practical nurses (LPNs) and \$600 to full-time (1110 hours of assignment) registered nurses (RNs). The payment shall be made in February of each school year.

Section 2. Part-time health associates whose assignment is at least 550 hours per year but less than 1110 hours during the schoolyear in which the contribution is made, shall receive a stipend in the amount of \$150.

ARTICLE XIV GRIEVANCE PROCEDURE

Section 1. Grievance Definition: A "grievance" shall mean an allegation by a health associate(s) resulting in a dispute or disagreement between the health associate(s) and the School District as to the interpretation or application of terms and conditions of employment insofar as such matters are contained in this Agreement. More than one health associate may be on a single grievance if the allegation involves a common set of facts and a common claim. However, all grievants must sign the grievance document.

Section 2. Representative: The health associate(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 their behalf.

Section 3. Definitions and Interpretations:

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

Subd. 2. Days: Reference to days regarding time periods in this procedure shall refer to 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 is personally served or if it bears a certified postmark of the United States Postal Service within the time period.

Section 4. Time Limitation and Waiver: Grievances shall not be valid for consideration unless the grievance is submitted in writing to the School District's designee, setting forth the facts and specific provision of the Agreement allegedly violated and the particular relief sought within fifteen (15) days after the date the event giving rise to the grievance occurred, or within fifteen (15) days from the date the grievant or any Union representative or steward knew or through reasonable diligence should have known of the cause of the grievance. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereinafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the health associate(s) and the School District's designee.

Section 5. Adjustments of Grievance: The School District and the health associate(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 resolved through informal discussions, the School District designee shall give a written decision on the grievance to the parties involved within ten (10) days after receipt of the written grievance.

Subd. 2. Level II: In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the superintendent of schools, provided such appeal is made in writing within seven (7) days after receipt of the decision in Level I. If the grievance is properly appealed to the superintendent, the superintendent or his/her designee shall set a time to meet regarding the grievance within fifteen (15) days after receipt of the appeal. Within ten (10) days after the meeting, the superintendent, or his/her designee, shall issue a decision in writing to the parties involved.

Section 6. School Board Review: The School Board reserves the right to review any decision issued under Level I or Level II of this procedure provided the School Board or its representative notifies the parties of its intention to review within ten (10) days after 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) days after 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) days after the written notice by the School District or within twenty (20) days after receipt of the request for review by the grievant. The Union 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 health associate(s) may appeal it to the next level.

Section 8. Arbitration Procedures: In the event that the health associate(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 Bureau of Mediation Services to appoint an arbitrator pursuant to M.S. § 179.70, Subd. 4, providing such request is made within twenty (20) days after the request for arbitration. The request shall ask that the appointment be made within thirty (30) days after the receipt of said request. Failure to request an arbitrator from the Bureau of Mediation Services within the time periods provided herein shall constitute a waiver of the grievance.

Subd. 4. Hearing: The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they may choose and designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing de novo.

Subd. 5. Decision: The decision by the arbitrator shall be rendered within thirty (30) days after the close of the hearing. Decisions by the arbitrator in cases properly before him/her shall be final and binding upon the parties; subject, however, to the limitations of arbitration decisions as provided in the PELRA. The arbitrator shall issue a written decision and order including findings of fact which shall be based upon substantial and competent evidence presented at the hearing. All witnesses shall be sworn upon oath by the arbitrator.

Subd. 6. Expenses: Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party. 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; nor shall the jurisdiction of the arbitrator extend to matters limited or excluded by PELRA of 1971.

Section 9. Grievance Form: A form which must be used for filing grievances shall be provided by the School District (Attachment 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 XV SEVERANCE/EARLY 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 shall not apply to a member of this group employed after July 1, 2005.

Section 3. Eligibility: Full-time health associates 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. Severance pay shall not be granted to any employee who is discharged for cause by the School District. This Article shall apply only to

health associates who retire after the execution of this contract and shall not be retroactive to any health associate who retired prior to said execution date.

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

Section 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 health associate'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 deferral limit, the School District will provide the retiree or approved vendor with contribution information for the previous twelve (12) months of employment. The vendor shall calculate the maximum deferral limit.

Section 6. Notice: To be eligible for the benefits of this section, unless waived by the School District, a health associate must notify the School District not less than 90 calendar days prior to the proposed retirement date.

ARTICLE XVI 403b MATCHING CONTRIBUTION PLAN

Section 1. Eligibility: To be eligible for contribution under this Article, a health associate must have completed one 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. Further, to be eligible for this contribution, a health associate must be regularly employed at least 1,110 hours during the contract year, and such benefits shall not apply to health associates employed for a lesser time or substitute health associates.

Section 2. Contribution: The school district will match eligible health associate contributions up to a maximum as listed in the following schedule, according to year of continuous employment in the District.

Year of Continuous Employment in the District	2022-2023	2023-2024
In Years 2-3	\$250.00	\$250.00
In Years 4-5	\$450.00	\$450.00
In Years 6-9	\$550.00	\$550.00
In Years 10-12	\$650.00	\$650.00
In Years 13-14	\$750.00	\$750.00
In Years 15+	\$1,050.00	\$1,050.00

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 health associate to participate in the 403b matching contribution plan.

Section 4. Unpaid Leaves: Health associates 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 health associate'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 XVII
DURATION**

Section 1. Term and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing July 1, 2022, through June 30, 2024, and thereafter pursuant to PELRA. If either party desires to modify or amend this Agreement commencing on July 1, 2024, it shall give written notice of such intent no later than May 1, 2024. Unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety (90) days prior to the expiration of this Agreement.

Section 2. Retroactivity: Retroactive pay, if any, shall be made to all employees covered by this Agreement, including those on layoff status.

Section 3. Effect: This Agreement constitutes the full and complete agreement between the School District and the Union. The provisions herein relating to terms and conditions of employment supersede any and all prior agreements, resolutions, practices, School District policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

Section 4. 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 5. Severability: The provisions of this Agreement shall be severable, and if any provision thereof or the application of any such provision under any circumstances is held invalid, it shall not affect any other provision of this Agreement or the application of any provision thereof.

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

917 RELATED SERVICES NURSES
EDUCATIONAL SUPPORT
PROFESSIONALS, LOCAL 7333
EDUCATION MINNESOTA

INTERMEDIATE SCHOOL DISTRICT
917

Co-President

Chair

Co-President

Clerk

Education Minnesota

Dated: _____

Dated: _____

SALARY SCHEDULE
HEALTH ASSOCIATES
SCHEDULE A
Salary Schedule 2022-2023

2021-2022 "Old Step"	2022-2023 Step	Hourly Rate
Step 5	Step 1	\$27.37
Step 6	Step 2	\$27.90
Step 7	Step 3	\$28.44
Step 8	Step 4	\$28.99
Step 9	Step 5	\$29.61
Step 10	Step 6	\$30.22
Step 11	Step 7	\$30.84
Step 12	Step 8	\$31.48
	Step 9	\$32.14

HEALTH ASSOCIATES
SCHEDULE B
Salary Schedule 2023-2024

<u>2023-2024 Step</u>	<u>Hourly Rate</u>
<u>Step 1</u>	<u>\$27.85</u>
<u>Step 2</u>	<u>\$28.39</u>
<u>Step 3</u>	<u>\$28.94</u>
<u>Step 4</u>	<u>\$29.50</u>
<u>Step 5</u>	<u>\$30.13</u>
<u>Step 6</u>	<u>\$30.75</u>
<u>Step 7</u>	<u>\$31.38</u>

<u>Step 8</u>	<u>\$32.03</u>
<u>Step 9</u>	<u>\$32.70</u>
<u>Step 10</u>	<u>\$33.36</u>

ATTACHMENT C

GRIEVANCE REPORT FORM

INTERMEDIATE SCHOOL DISTRICT 917

Name: _____

Building: _____

Date Grievance Occurred: _____

Statement of Facts:

Specific Provisions of Agreement Allegedly Violated:

Particular Relief Sought:

Date: _____

Signature of Grievant

AGREEMENT

between

INTERMEDIATE SCHOOL DISTRICT NO. 917

and

**917 RELATED SERVICES NURSES
EDUCATIONAL SUPPORT PROFESSIONALS
EDUCATION MINNESOTA, LOCAL 7333**

Effective July 1, ~~2020, through~~2022, through June 30, ~~2022~~2024

Board Approved ~~July 7, 2020~~TBD

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**ARTICLE I
PURPOSE**

Section 1. Parties: This Agreement is entered into between the School Board of Intermediate School District No. 917, Rosemount, Minnesota, (hereinafter referred to as the School Board or School District) and the 917 Related Services Nurses Educational Support Professionals, Local 7333, Education Minnesota (hereinafter referred to as the Union) pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, (hereinafter referred to as the PELRA) to provide the terms and conditions of employment for employees represented by the 917 Related Services Nurses Educational Support Professionals, Education Minnesota, (hereinafter referred to as health associates) for the duration of this Agreement.

**ARTICLE II
RECOGNITION OF EXCLUSIVE REPRESENTATIVE**

Section 1. Recognition: In accordance with the PELRA, the School District recognizes 917 Related Services Nurses Educational Support Professionals, Local 7333, Education Minnesota, as the exclusive representative of health associates employed by the School District, which exclusive representative shall have those rights and duties as prescribed by the PELRA and as described in the provisions of this Agreement.

Section 2. Appropriate Unit: The Union shall represent all the health associates of the district as defined in this Agreement and in the PELRA and by certification of the Bureau of Mediation Services, dated February 10, 2005, BMS Case No. 05-PCE-609.

Section 3. Exclusive Representative Leave Time

Subd. 1. When negotiating sessions are scheduled between the Union and the School District or with the state mediator during school hours, two members of the health associates' negotiating team will be released from their regular responsibilities for this purpose without any loss of pay.

Subd. 2. When a health associate is being warned, reprimanded or disciplined for any infraction of rules or failure to make adequate progress on a performance improvement plan, leave for the health associate representation will be at the expense of the School District for one member as union representative. No representation shall be allowed for normal counseling or performance evaluation situations. The District shall make the sole determination as to the disciplinary nature of the situation.

Subd. 3. At the beginning of each school year, the Union shall be credited with ten (10) hours to be used at the discretion of the Local for the purpose of conducting its duties as exclusive representative. The Union has the option of purchasing additional hours at the regular hourly rate (including FICA) for a substitute health associate. It is understood that if, for whatever reason, a substitute is not available on the day for which exclusive

bargaining leave is requested, the approval for that leave shall be automatically rescinded. The Union President will notify the Superintendent or 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, and the employer's personnel policies affecting the working conditions of the employees. The terms in both cases are subject to the provisions of M.S. 179A.07 regarding the rights of public employers and the scope of negotiations.

Section 2. Health Associates: Health associates shall mean all employees employed by the School District who are responsible for the implementation of health services and who provide for the health care needs of individual students who require frequent care throughout the school day in order to attend school, but excludes licensed school nurses. Health associates must be qualified in accordance with the health associate position description. Health associates will be assigned duties as per the position description and within their scope of practice defined by the Minnesota Nurse Practice Act. The term health associates as used herein will exclude the following: supervisory, administrative, and confidential employees, program assistants, pupil support assistants, teachers, licensed school nurses, essential employees, part-time employees whose services do not exceed the lesser of fourteen (14) hours per week or thirty-five percent (35%) of the normal work week in the employee's bargaining unit, employees who hold positions of a temporary or seasonal character for a period not in excess of 67 working days in any calendar year, and emergency employees.

Section 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 health associate or his/her representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, as long as the same is not designed to and does not interfere with the full, faithful and proper performance of the duties of employment or circumvent the rights of the exclusive representative.

Section 2. Right to Join: Health associates shall have the right to form and join labor or employee organizations and shall have the right not to form and join such organizations. Health associates in an appropriate unit shall have the right by secret ballot to designate an exclusive

representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for such employees with the School District.

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

Section 4. Use of School Buildings, Facilities, Equipment and Inter-School Mail: The Union shall have the right to usage of the School District's facilities and resources for the purpose of communicating to its members. The School District's resources include, but are not limited to, School District buildings, equipment, facilities, inter-school mail, email, and telephone system. The Union agrees that it will not use such resources so as to disturb or interfere with the educational process.

Section 5. Release Time: The School District shall, upon written request by the Union, afford reasonable time off in accordance with Minnesota Stat. 179A.07, Subd. 6, without pay to elected officers or appointed representatives of the Union for the purposes of conducting the duties of the Union. Additionally, a Union Representative attending a disciplinary meeting involving a member of the bargaining unit called by the School District shall be permitted to do so without loss of pay or benefits.

Section 6. Right to Dues Check Off: Each health associate shall be eligible to request payroll deductions for the withholding of union dues. Such requests shall be in writing on a form provided by the Union and delivered to the payroll office. Request by the employee to cease dues deductions submitted in writing to the payroll office shall be honored and dues deductions ceased as of such written notice. Deductions shall be transmitted with a list of names of health associates whose pay deductions were made to the exclusive representative within seven (7) days of such payday.

Section 7. Personnel Files: All evaluations and files generated with the School District relating to each health associate shall be available ~~during regular school business hours~~ upon written request. The health associate shall have the right to ~~reproduce request~~ any contents of their own personnel file, ~~at the employee's expense~~, and to submit for inclusion ~~employee the health associate's~~ response to any material contained within. Upon written request of contents from a health associate's file, by the health associate, the District will email a scan of the requested item(s) to the health associate. At the health associate's request, the District will supply the health associate with a printed copy the requested item(s), which the health associate can pick up at the District office during business hours. A health associate may grieve a written document placed in the health associate's file by the School District on the grounds that the material is false or substantially inaccurate. If it is found that the written document is false or substantially inaccurate, such false or inaccurate statements shall be deleted from the health associate's file.

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

ARTICLE V
SCHOOL DISTRICT RESPONSIBILITIES

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

Section 2. Effect of Law, Rules and Regulations: The Union recognizes that all health associates covered by this Agreement shall perform the nonteaching services prescribed by the School District and shall be governed by the laws of the State of Minnesota, and by School Board rules, policy, regulations, directives, and orders issued by properly designated officials of the School District. The Union also recognizes the right, obligation, and duty of the School Board and its duly designated officials to promulgate rules, policy, regulations, directives, and orders from time to time as deemed necessary by the School Board insofar as such rules, policy, regulations, directives, and orders are not inconsistent with the terms of this Agreement and recognizes that the School Board, all health associates 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. Basic Day: The health associate's basic day, exclusive of lunch, for a full-time employee, shall be six (6) to seven and a half (7-1/2) hours per day as annually determined by the School District prior to July 1. The hours indicated in the July 1 document shall not be changed during the contract year except as mutually agreed between the health associate and the district. The duty day shall include ~~at least 15 minutes of~~ indirect documentation time throughout the workday. The School District may employ such part-time health associates as it deems appropriate.

Subd. 1. Lunch Period: Health associates shall be provided an unpaid lunch of at least thirty (30) minutes. If a health associate is required to work because of an emergency or

other operational need, as determined by the School District, he/she shall be paid at their regular rate of pay for this time.

Subd. 2. Break Period: Health associates shall receive a fifteen (15) minute paid break in the morning and a fifteen (15) minute paid break in the afternoon. If mutually agreed between the teacher or licensed school nurse (LSN) and health associate, the breaks may be combined to provide a lunch break. Health associates who work at least four (4) hours per day shall receive a fifteen (15) minute paid break. The morning break shall begin no sooner than one-half (1/2) hours after the start of the student contact day. If a health associate is required to work because of an emergency or other operational need, as determined by the School District, he/she shall be paid at their regular rate of pay for the additional time.

Section 2. Duty Year: The duty year for full-time health associates under this Agreement shall be as annually determined by the School District, but not less than the number of student days.

Subd. 1. Medical Record Preparation Days: At the beginning of each school year, health associates shall be provided with two (2) additional regular working days of paid time, beyond student-contact days and the all-staff back-to-school event day, to set up medical records for new students and to begin medical documentation. This preparation time can only be used in August or September and must not be a student contact day.

Subd 2. New staff induction: All new health associates will be required to attend up to five (5) hours of training which will include training on the student information system, within two weeks of their starting date. The new training will be paid at the current hourly rate for the new health associate. If a current health associate conducts the training, they will be paid their hourly rate.

Section 3. Modifications in Calendar, Length of School Day: Provisions for the closing of schools due to inclement weather or other exigency shall be as addressed in District Policy 466.

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

Section 5. Overtime: All hours worked by an employee beyond eight (8) hours per day or forty (40) hours per week shall be compensated at one and a half (1.5) times the health associate's hourly rate of pay.

ARTICLE VII BASIC SALARIES

Section 1. Basic Salaries - Regular Employees:

Subd. 1. Effective July 1, ~~2020~~2022, Health Associates shall be compensated in accordance with Salary Schedule A.

Subd. 2. Effective July 1, ~~2021~~2023, Health Associates shall be compensated in accordance with Salary Schedule B.

Subd. 3. Effective July ~~1st of each year~~1, 2022, eligible Health Associates will advance one (1) step on ~~the~~ Salary Schedule ~~in effect~~A from their “old step” on the salary schedule for 2021-2022, noting that steps one (1) through four (4) of the 2021-2022 salary schedule were removed on the 2022-2023 schedule, which was then renumbered, and an additional step (step nine) was added. Effective July 1, 2023, eligible Health Associates will advance one (1) step on Salary Schedule B from their placement the previous year, noting that an additional step (step ten) was added to Salary Schedule B. ~~with the exception of~~Exceptions for both years will be made for those employees subject to Section 3 of this Article. The School District reserves the right to withhold step advancement or other salary increase in individual cases for just cause, subject to the grievance procedure. In the event a successor agreement is not entered into prior to July 1, ~~2022~~2024, a health associate shall remain at the same step as compensated during the ~~2021-2022~~2023-2024 contract year until a successor agreement is reached, which agreement shall govern step advancement, if any.

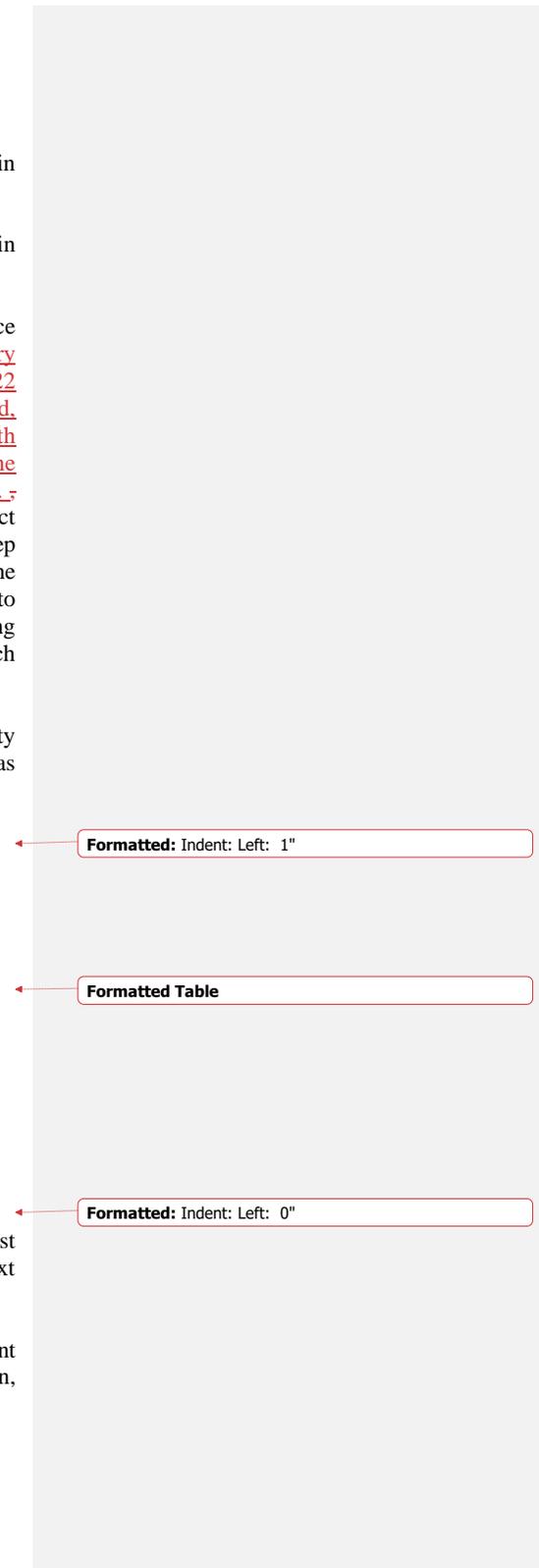
Subd. 4. Longevity: ~~Effective July 1, 2020, b~~Health associates shall receive a longevity salary increase beyond the rates delineated in Schedules A and B of the agreement as follows:

~~Beginning 12th year of continuous employment ————— \$2.25/hour
Beginning 15th year of continuous employment ————— \$2.75/hour
Beginning 18th year of continuous employment ————— \$3.75/hour
Beginning 21st year of continuous employment ————— \$4.75/hour
Beginning 24th year of continuous employment ————— \$5.75/hour~~

<u>Year of Continuous Employment</u>	<u>2022-2023</u>	<u>2023-2024</u>
<u>In Years 12-14</u>	<u>\$2.75</u>	<u>\$3.10</u>
<u>In Years 15-17</u>	<u>\$3.25</u>	<u>\$3.60</u>
<u>In Years 18-20</u>	<u>\$4.25</u>	<u>\$4.60</u>
<u>In Years 21-23</u>	<u>\$5.25</u>	<u>\$5.60</u>
<u>In Years 24 and beyond</u>	<u>\$6.25</u>	<u>\$6.60</u>

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.

Section 2. Other Obligations: In the event a health associate is required to attend to student emergencies, conduct CPR classes, trainings, meetings, inservices, field trips, bus transportation,



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etc., outside of the employee's regularly scheduled hours, the health associate shall be paid at his/her hourly rate of pay and in accordance with Article VI, Section 5.

Section 3. New Employees: A new health associate shall be placed on the salary schedule as agreed between the employer and the health associate and shall be eligible for step advancement on the following July 1 if employed prior to January 1. A health associate hired after January 1 shall be eligible for any increase in the current rate on July 1 but shall not be eligible for step advancement until the following July 1. Thereafter, such a new health associate shall be subject to all provisions of this Article.

Section 4. Absence of Regular Teacher: Health associates shall not be required or assigned to assume the responsibilities of a classroom teacher. In the absence of the regular classroom teacher, the School District shall arrange to have an appropriate, licensed teacher assigned to supervise the classroom. In such instances, health associates will continue to perform the duties as assigned or implied by the teacher in charge of the classroom.

ARTICLE VIII GROUP INSURANCE

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

Section 2. Health and Hospitalization Insurance:

Subd. 1. Individual Coverage: Effective July 1, ~~2020~~2022, the School District shall contribute an amount not to exceed \$795 per month for each eligible employee employed by the School District who qualifies for and is enrolled in the School District group health and hospitalization plan. ~~Effective, January 1, 2021, the total monthly contribution shall increase, but shall not exceed \$795 per month.~~ Effective January 1, ~~2022~~2024, the total monthly contribution shall increase but shall not exceed ~~\$795~~\$804 per month. The cost of the premium not contributed by the School District shall be borne by the employee and paid by payroll deduction. This subdivision shall not apply to those eligible employees who select coverage under the high deductible health plan described in Subdivision 3.

Subd. 2. Dependent Coverage: Effective July 1, ~~2020~~2022, the School District shall contribute an amount not to exceed ~~\$1650~~\$549 per month for dependent coverage for each eligible employee employed by the School District who qualifies for and is enrolled in the School District group health and hospitalization plan and who qualifies for dependent coverage. Effective January 1, ~~2021~~2023, the total monthly contribution shall increase, but shall not exceed ~~\$1600~~\$1684 per month. Effective January 1, ~~2022~~2024, the total monthly contribution shall increase, but shall not exceed ~~\$1650~~\$1784 per month. The cost of the premium not contributed by the School District shall be borne by the employee and paid by payroll deduction. In the event that the School District's contribution for family coverage is discriminatory or illegal, the union will hold the

School District harmless and indemnify the School District from any and all action, suits, claims, damages, judgments and other forms of liability which any person may have or claim to have arising out of or by reason of the School District's contribution toward family coverage. This subdivision shall not apply to those eligible employees who select coverage under the high deductible health plan described in Subdivision 4.

Subd. 3. Individual High Deductible Coverage:

- (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 accounts ("HSA") of such employee in accordance with the Intermediate School District No. 917 Flex Choice Plan (the "Flex Choice Plan"). Effective July 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 \$795 per month. Effective January 1, ~~2021, the total monthly contribution will increase but shall not exceed \$795 per month and January 1, 2022~~2024, the total monthly contribution will increase but shall not exceed ~~\$795~~804 per month.
- (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:

- (b) Eligible employees shall have the option of enrolling in a high deductible coverage option of the School District's health and hospitalization plan. The high deductible coverage shall be a qualified high deductible health plan within the meaning of Section 223 of the Internal Revenue Code of 1986, as amended from time to time. Each eligible employee enrolled in the high deductible coverage shall be eligible for a contribution to a health savings account ("HSA") of such employee in accordance with the Intermediate School District No. 917 Flex Choice Plan (the "Flex Choice Plan"). Effective July 1, ~~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 ~~\$1549-1650~~ per month. Effective January 1, ~~2022~~2023, the total monthly contribution will increase but shall not exceed ~~\$1600-1684~~ per month and January 1, ~~2022~~2024, the total monthly contribution will increase but shall not exceed ~~\$1650-1784~~ per month.
- (c) 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.
- (d) The School District shall contribute an amount equal to one-half of the applicable deductible to the HSA of each eligible employee employed by the School District who qualifies for and is enrolled in individual coverage under the high deductible coverage option of the School District's health and hospitalization plan. Such contributions shall be made monthly on a pro rata basis. Such employees shall also be eligible, through the Flex Choice Plan, to make pre-tax contributions to the HSA via salary reduction. The School District shall select the vendor of the HSA to which such contributions shall be made. Once deposited in an employee's HSA, such contributions, whether made by the School District or via salary reduction, shall not be subject to restriction by the School District and the employee may access and/or transfer such funds to a different HSA to the fullest extent permitted by law. Such employees also shall be eligible to participate in a Limited Scope Health Care Reimbursement Plan through the Flex Choice Plan, which shall allow reimbursement of medical expenses to the fullest extent permitted by law for an individual receiving contributions to an HSA.

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

Section 3. Dental Insurance:

Subd. 1. Individual Coverage: The School District shall contribute a sum not to exceed \$68 per month toward the cost of the premium for individual coverage for each eligible employee employed by the School District who qualifies for and is enrolled in the School District's dental insurance plan. The cost of the premium not contributed by the School District shall be borne by the employee and paid by payroll deduction.

Subd. 2. Dependent Coverage: The School District shall contribute a sum not to exceed \$142 per month toward the cost of the premium for dependent coverage for each eligible employee employed by the School District who qualifies for and is enrolled in the School District's dental insurance plan and who qualifies for dependent coverage. The cost of the premium not contributed by the School District shall be borne by the employee and paid by payroll deduction.

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

1. Benefits begin after ninety (90) calendar days of total disability.
2. 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 each month 100 percent of the life insurance premium for an \$80,000 term life insurance policy for each full-time health associate. 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 herein and no

claims 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: A health associate is eligible for contributions as provided in this Article as long as he/she is a full-time employee of the School District. Upon termination of employment, all district participation and contribution shall cease, effective on the last working day, except as specified in Subdivisions 1 and 2 hereof.

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

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

Section 8. Eligibility: Insurance benefits as outlined in this Article shall apply only to health associates who work at least 1,110 hours per year and such benefits shall not apply to substitute health associates.

Section 9. Lay Off: An employee laid off and subsequently rehired without a break in service to the School District shall be reimbursed for insurance contributions during the summer provided the health associate has made such contributions to the School District plan.

ARTICLE IX LEAVES OF ABSENCE

Section 1. Sick Leave:

Subd. 1. All full-time health associates shall earn sick leave at the rate of one and one-ninth (1-1/9) days for each month of service in the employ of the School District, which is equivalent to ten (10) days for each school year. All full-time health associates shall be given a credit of ten (10) sick days at the beginning of each school year. In the event that an employee uses credited sick leave prior to completion of the year in which such credit is earned, the health associate shall be liable to the School District for any sick leave pay advanced beyond actual accrual in the event the health associate leaves the service of the School District.

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

Subd. 3. The School Board may require a health associate to furnish a medical certificate from a qualified physician as evidence of illness, indicating such absence was

due to illness, in order to qualify for sick leave pay. Failure to provide documentation upon request may result in denial of sick leave.

Subd. 4. In the event that a medical certificate will be required, the health associate will be so advised.

Subd. 5. Sick leave allowed shall be deducted from the accrued sick leave days earned by the health associate.

Subd. 6. Sick leave pay shall be approved only upon submission of a signed request.

Subd. 7. A health associate who is entitled to sick leave pay, who is then receiving Worker's Compensation, may not be paid sick leave pay in an amount greater than the difference between such Worker's Compensation and his/her basic salary. Under such circumstances only that fraction of a sick leave day not covered by Worker's Compensation insurance shall be deducted from accrued sick leave.

Subd. 8. Health Associates who do not use sick leave for the first six (6) consecutive months in a school year shall be eligible for one additional personal leave day in the next year's contract. The additional personal leave day must be used in the next contract year. Additionally, health associates who do not use sick leave for a period of one (1) contract year shall receive a district contribution of two-hundred dollars (\$200) in their name to the State of Minnesota Post-Retirement Health Care Savings Plan.

Section 2. Medical Leave

Subd. 1. Personal Medical Leave of Absence: A health associate 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 health associate's accrued paid leave must be exhausted before the health associate 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 health associate's physician. The end of a personal physical disability absence for childbirth shall also be determined by the health associate'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 health associates are entitled to twelve (12) workweeks of unpaid leave within a rolling twelve (12)-month period. Non-contract days, such as non-

duty days, shall not count toward the twelve (12) workweeks and accrued paid leave shall not be deducted.

- a) FMLA Eligibility: Over the twelve (12) months prior to leave, health associates must have been employed with the School District for at least twelve (12) months and worked 1,250 hours within the twelve (12)-month period preceding the leave. Any use of vacation, sick leave, or unpaid time off (non-duty days) are not 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 health associate's own serious health condition, as defined by the FMLA.
 - ii. The health associate'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 health associate's accrued paid leave must be exhausted before the health associate 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: A health associate 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 health associate 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: A health associate 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 health associate is returning from a personal medical leave of absence, the

health associate must also provide medical verification from a qualified healthcare provider of the health associate's release from medical restrictions allowing them to return to full capacity at work.

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

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

Subd. 6. Probationary Period: Periods of time for which the health associate 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. A health associate 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 health associate 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: A health associate 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, a health associate 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, a health associate 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 July of the next fiscal year by April 1 of the leave fiscal year.

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

Subd. 4. Failure of the health associate 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 health associate is on parental leave may extend the health associate's probationary period pursuant to Minnesota Statute (122A.41, Subdivision 1).

Section 4. Civic Duty/Military Leave

Subd. 1. Jury Duty: A health associate summoned to serve on a jury can request to be excused from such jury service. Health associates who must serve will be permitted time off without the loss of pay contingent upon the health associate 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 health associate to seek through the court. The District shall assume no responsibility to seek reimbursement, nor pay reimbursement for said expenses.

Subd. 2. Subpoenaed Witness: A health associate 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. A health associate 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. A health associate 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 health associate 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 health associate'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 health associate will not be permitted to use accrued leave to subsidize his/her general leave of absence.

Subd. 3. A health associate on an approved general leave of absence for a full school year or the spring semester of the school year, shall notify the Superintendent in writing of his/her intention to return for the upcoming fiscal year no later than April 1 of the leave fiscal year. For partial school year leaves, a health associate 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: A health associate 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 health associate shall pay the full insurance premium (School District and employee contributions) for any month in which the health associate does not work at least one (1) day.

Subd. 3. Payment: The health associate is responsible for paying the School District business office the monthly amounts due for any insurance programs the health associate wishes to retain in advance of the end of the corresponding month on such a date determined by the School District. However, the health associate 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. Health Associates on Medical or Parental Leaves: An employee on a medical or parental leave under this article shall retain his/her number of personal and sick leave days, and other accrued benefits, if any, up to the date that the employee went on leave for use during the health associate's leave of absence, as noted in sections two (2) and three (3) of this article, and accrual will continue so long as the health associate is using paid leave. No additional paid leave days, or other benefits shall accrue for the period of time that the health associate is on unpaid leave.

Subd. 2. Health Associates on General Leaves: A health associate on a general leave under this article shall retain his/her number of personal and sick leave days, and other accrued benefits, if any, up to the date that the health associate went on leave for use

upon the health associate's return from leave. No additional paid leave days or other benefits shall accrue for the period that the employee is on unpaid leave.

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

Section 9. Death and Illness:

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

Subd. 2. Upon approval of the Superintendent or his/her designee, up to twenty (20) days sick leave per year will be granted for the illness of the following: health associate's spouse, child, adult child, brother, sister, parent, step-parent, grandchild, grandparent, son or daughter-in-law, or parent-in-law. A health associate may use one (1) day of accumulated sick leave for each day of illness or disability of the health associate's dependent (IRS Code) for such reasonable periods as the health associate's attendance may be necessary, on the same terms the health associate is able to use sick leave benefits for the health associate's own illness. Days used shall be deducted from sick leave.

Subd. 3. Additional absence for severe illness or death may be granted at the sole discretion of the Superintendent, whose decision is final and binding and is not subject to the grievance procedure.

Section 10. Personal Leave.

Subd. 1. Eligibility. Health associates in their first year of employment may deduct one day from sick leave. Health associates who have completed their first year of employment will receive personal leave days per the following schedule:

Years 2, 3, and 4 <u>1-3</u> of continuous employment	2 days
Years 5, 6, 7, 8, and 9 <u>4-7</u> of continuous employment	3 days
Years 10-8+ of continuous employment and beyond	<u> </u> 4 days

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

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

- a) Health associates in their first year of employment, not eligible for personal leave days, may be granted time off for extraordinary circumstances in emergency situations. Such days will be deducted from accumulated sick leave.
- b) A health associate may be granted leave without pay at the sole discretion of the superintendent, in accordance with school board policy.

Subd. 2. The use of a personal leave day is subject to the approval of the Superintendent or his/her designee, to ensure a minimum of disruption for the educational program. Accordingly, the following limitations shall apply:

- a) A personal leave day normally shall not be granted for the day preceding or the day following holidays or vacation periods and the first and last ten (10) duty days of the school year.
- b) Personal leave requests may be denied on a particular day, if other employees in the same or other bargaining unit at the same instructional site have already been granted personal leave which would be disruptive of the functioning of the particular program.

Subd. 3. At the beginning of each contract year, health associates will be credited with the number of days of personal leave specified in subdivision one (1) herein. Those health associates who have accumulated three (3) days of personal leave or more prior to the beginning of any contract year shall receive a lump sum payment of one hundred twenty-five (\$125) for each day beyond five (5) for which they become eligible in lieu of being granted additional days beyond five (5). Part-time health associates as defined in Section 11 of this Article IX shall be paid a pro rata portion of the one hundred dollars (\$100) per day based upon the number of hours worked per year with 1,110 hours per year constituting full-time.

Subd. 4 Personal leave must be requested ten (10) duty days in advance of the commencement of the leave. In instances when emergency situations preclude the advance request for leave, the health associate shall make the request as soon as practicable and must include the reason for the requested leave and why the ten (10) day notice was not possible. Personal leave will normally only be granted in increments of one full workday(s).

ARTICLE X PROBATIONARY PERIOD

Section 1. Probationary Period: A health associate shall serve a probationary period of ~~two~~ ~~(2)~~ one (1) calendar years of continuous employment during which time the School District shall have the unqualified right to suspend without pay, discharge or otherwise discipline such health associate. In the event the School District discharges a probationary health associate at the end

of a school year, and rehires the health associate the following year, the health associate's employment with the School District shall consider that time as continuous employment.

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

ARTICLE XI EMPLOYEE- SUPERVISION

Section 1. Employee Improvement Plans

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

Subd. 2. The purpose of an employee improvement plan is to improve the health associate'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 health associates improvement plans will be placed in the health associate's personnel file along with any notations as to the health associate'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, Board policies and rules, directives issued by the health associate'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 health associate 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 health associates in the event of relatively minor infractions. Oral reprimands shall not be grievable under Article XIV of this Agreement. Oral reprimands shall not be documented in the employee's official personnel file.
- 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 health associate's behavior or performance. Written reprimands will be placed in the health associate's official personnel file. Each health associate shall be promptly furnished with a copy of all disciplinary materials entered into their personnel file. All materials shall be dated and signed acknowledging receipt of said documents. Health associates may respond in writing to written reprimands and such responses shall be placed in the health associate's personnel file. Written reprimands are grievable under Article XIV 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 health associate's file.

Subd. 3. Suspension.

- a) A health associate may be suspended without pay for grounds as described in Minn. Stat. Section 122A.40, subd. 9(a) through (e) or Minn. Stat. Section 122A.40, subd. 13(1) through (6). Any suspension is subject to the grievance procedure under Article XIV of this Agreement. Additionally, a health associate may be suspended without pay when other disciplinary measures have been applied without sufficient positive result, or for other willful violations of District policies or directives.
- b) Suspension shall take effect upon written notification from the Superintendent of Schools to the employee stating the grounds for suspension. The health associate shall have the right to invoke the grievance procedures set forth in Article XIV of this Agreement at the arbitration level provided written notification requesting arbitration is received by the superintendent within fifteen (15) days after receipt of the written notice of suspension.
- c) The suspension shall take effect upon receipt by the health associate 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) ~~work days~~workdays.

Subd. 4. Termination for Cause.

- a) A health associate who has passed the probationary period may be terminated for cause at the end of a school year for any of the following reasons:

- i. Inefficiency;
 - ii. Neglect of duty, or persistent violation of school laws, rules, regulations, or directives;
 - iii. Conduct unbecoming a health associate which materially impairs the health associate's effectiveness;
 - iv. Other good and sufficient grounds rendering the employee unfit to perform the health associate's duties.
- b) A health associate will not be terminated upon one of the grounds specified in clause (1), (2), (3), or (4), unless the health associate fails to correct the deficiency after being given written notice of the specific items of complaint and reasonable time within which to remedy them.
- c) Immediate discharge. The board may discharge a non-probationary health associate, effective immediately, upon any of the following grounds:
- i. Immoral conduct, insubordination, or conviction of a felony;
 - ii. Conduct unbecoming a health associate which requires the immediate removal of the health associate from classroom or other duties;
 - iii. Failure without justifiable cause to be present at assigned work place without first securing the written release of the school board;
 - iv. Gross inefficiency which the health associate has failed to correct after reasonable written notice;
 - v. Willful neglect of duty; or
 - vi. Continuing physical or mental disability subsequent to a twelve-month (12) leave of absence and inability to qualify for reinstatement.

Section 3. Health Associate Performance Evaluations. Health associates who have completed the probationary period shall be evaluated by the same criteria and process. In the event that a health associate has more than one supervisor (e.g., the head nurse and the Assistant Director of Special Education/Principal), the health associate's supervisors shall collaborate on a single performance evaluation document from the Assistant Director of Special Education/Principal assigned to supervise health associates.

ARTICLE XII SENIORITY, LAYOFF AND RECALL

Section 1. Seniority: The parties recognize the principle of seniority in the application of this Agreement concerning reduction or increase in force, and reduction of working time, within qualification areas as defined by the School District and with regard to students' needs.

Section 2. Seniority Date: For purposes of this article, a health associate's seniority date shall be the first date of paid and continuous employment with the School District. A health associate shall acquire a seniority date upon completion of the probationary period as defined in this

Agreement and upon acquiring seniority the seniority date shall relate back to the first date of continuous service with the School District. If more than one health associate commences paid employment on the same date, seniority ranking shall be determined by years of nursing experience prior to employment with the School District as evidenced in the health associate's initial employment application.

Section 3. Loss of Seniority: A health associate shall lose his/her seniority standing upon written resignation of employment, discharge for cause, or after a twelve (12) month continuous lay off.

Section 4. Reduction of Work Force/Layoff Application: A reduction of the work force shall be defined as the elimination of a job position or positions or the reduction of the yearly hours of a job position or positions. In the event the School District reduces health associate positions within the School District, such layoff shall occur in reverse seniority order.

Subd. 1. The School District shall identify the position(s) being terminated and/or reduced in hours. Notice of such layoffs or reduction in hours shall be given to the employees affected, with a copy to the Union, on or before August 1 of each year, or as soon as the School District is aware of a change.

Subd. 2. The health associate(s) whose position(s) are affected by reductions shall have the right to replace the least senior health associate whose work assignment is commensurate with the health associate's skill and knowledge, as determined by the School District's Administration.

Section 5. Recall: Health associates shall be recalled in inverse order of seniority. Only health associates who have completed their probationary period are eligible for recall.

Subd. 1. Notice of Recall: Notice of recall shall be by certified mail to the address on record in the Human Resources office. Response to the notice of recall must be made in writing to the Human Resources office within fourteen (14) calendar days, excluding legal holidays, after receipt of such notice.

Subd. 2. Upon returning to a School District position, the health associate shall be credited with the same number of years of service as at the time of layoff and shall be given credit on the seniority list for all years worked in the School District prior to layoff.

Section 6. Seniority List. Seniority list shall be published no later than February 15 each year. The list shall indicate the health associates' seniority date. The list shall be provided to all members of the bargaining unit via e-mail.

Section 7. Vacant Positions: In instances where vacant positions exist within the bargaining unit, the positions will be offered first to the most senior qualified applicant within the bargaining unit. Should the most senior qualified candidate decline the position, the position will be offered to the next qualified member on the seniority list. This process shall be repeated until all members of the bargaining unit have had the option to transfer into the vacant position.

Qualifications shall be determined by the School District's Administration. At the time of posting, the position announcement will be e-mailed to all members of the bargaining unit.

Section 8. Transfers – Involuntary:

Subd. 1. Notice of involuntary transfer shall be given to the health associates of the bargaining unit as soon as practicable. If there are open health associate positions in the school district, a list shall be made available to all health associates being involuntarily transferred or reassigned. Such health associates may apply for positions, in order of preference, to which they desire to be transferred.

Subd. 2. Involuntary Transfer Decisions: Programmatic considerations, seniority, employee qualifications, and employee preference, shall be the criteria used by the school district when rotating or transferring staff. Health Associates being involuntarily reassigned shall upon written request be afforded an opportunity to meet with the Superintendent regarding such decision. 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. 3. Stipend: If a health associate performs a voluntary or involuntary daily transfers, then the health associate will be paid by the following stipulations:

1. The health associate will be provided a stipend of \$25 each day.
2. If the transfer is longer than one day, the stipend will only be paid for the first day of the transfer.

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**ARTICLE XIII
STIPEND FOR LICENSE RENEWAL**

Section 1. To assist health associates for expenses incurred for education requirements for license renewal, the school district shall pay a stipend in the amount of \$300 to full-time (1110 hours of assignment) licensed practical nurses (LPNs) and \$600 to full-time (1110 hours of assignment) registered nurses (RNs). The payment shall be made in February of each school year.

Section 2. Part-time health associates whose assignment is at least 550 hours per year but less than 1110 hours during the school year in which the contribution is made, shall receive a stipend in the amount of \$150.

**ARTICLE XIV
GRIEVANCE PROCEDURE**

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

grievance if the allegation involves a common set of facts and a common claim. However, all grievants must sign the grievance document.

Section 2. Representative: The health associate(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 their behalf.

Section 3. Definitions and Interpretations:

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

Subd. 2. Days: Reference to days regarding time periods in this procedure shall refer to 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 is personally served or if it bears a certified postmark of the United States Postal Service within the time period.

Section 4. Time Limitation and Waiver: Grievances shall not be valid for consideration unless the grievance is submitted in writing to the School District's designee, setting forth the facts and specific provision of the Agreement allegedly violated and the particular relief sought within fifteen (15) days after the date the event giving rise to the grievance occurred, or within fifteen (15) days from the date the grievant or any Union representative or steward knew or through reasonable diligence should have known of the cause of the grievance. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereinafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the health associate(s) and the School District's designee.

Section 5. Adjustments of Grievance: The School District and the health associate(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 resolved through informal discussions, the School District designee shall give a written decision on the grievance to the parties involved within ten (10) days after receipt of the written grievance.

Subd. 2. Level II: In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the superintendent of schools, provided such appeal is made in writing within seven (7) days after receipt of the decision in Level I. If the grievance is

properly appealed to the superintendent, the superintendent or his/her designee shall set a time to meet regarding the grievance within fifteen (15) days after receipt of the appeal. Within ten (10) days after the meeting, the superintendent, or his/her designee, shall issue a decision in writing to the parties involved.

Section 6. School Board Review: The School Board reserves the right to review any decision issued under Level I or Level II of this procedure provided the School Board or its representative notifies the parties of its intention to review within ten (10) days after 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) days after 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) days after the written notice by the School District or within twenty (20) days after receipt of the request for review by the grievant. The Union 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 health associate(s) may appeal it to the next level.

Section 8. Arbitration Procedures: In the event that the health associate(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 Bureau of Mediation Services to appoint an arbitrator pursuant to M.S. § 179.70, Subd. 4, providing such request is made within twenty (20) days after the request for arbitration. The request shall ask that the appointment be made within thirty (30) days after the receipt of said request. Failure to request an arbitrator from the Bureau of Mediation Services within the time periods provided herein shall constitute a waiver of the grievance.

Subd. 4. Hearing: The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they may choose and designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing de novo.

Subd. 5. Decision: The decision by the arbitrator shall be rendered within thirty (30) days after the close of the hearing. Decisions by the arbitrator in cases properly before him/her shall be final and binding upon the parties; subject, however, to the limitations of arbitration decisions as provided in the PELRA. The arbitrator shall issue a written decision and order including findings of fact which shall be based upon substantial and competent evidence presented at the hearing. All witnesses shall be sworn upon oath by the arbitrator.

Subd. 6. Expenses: Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party. 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; nor shall the jurisdiction of the arbitrator extend to matters limited or excluded by PELRA of 1971.

Section 9. Grievance Form: A form which must be used for filing grievances shall be provided by the School District (Attachment 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 XV SEVERANCE/EARLY 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 shall not apply to a member of this group employed after July 1, 2005.

Section 43. Eligibility: Full-time health associates 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. Severance pay shall not be granted to any employee who is discharged for cause by the School District. This Article shall apply only to health associates who retire after the execution of this contract and shall not be retroactive to any health associate who retired prior to said execution date.

Section 24. Amount of Severance: Eligible health associates, upon retirement, shall receive as severance pay unused sick leave days, not to exceed thirty-five (35) days.

Section 35. Method of Pay-out:

- a) Subject to the limitations listed below, the School District will contribute an amount equal to the value of the health associate'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 deferral limit, the School District will provide the retiree or approved vendor with contribution information for the previous twelve (12) months of employment. The vendor shall calculate the maximum deferral limit.

Section 46. Notice: To be eligible for the benefits of this section, unless waived by the School District, a health associate must notify the School District not less than 90 calendar days prior to the proposed retirement date.

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

**ARTICLE XVI
403b MATCHING CONTRIBUTION PLAN**

Section 1. Eligibility: To be eligible for contribution under this Article, a health associate must have completed one 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. Further, to be eligible for this contribution, a health associate must be regularly employed at least 1,110 hours during the contract year, and such benefits shall not apply to health associates employed for a lesser time or substitute health associates.

Section 2. Contribution: The school district will match eligible health associate contributions up to a maximum as listed in the following schedule, according to year of continuous employment in the District.

<u>Year of Continuous Employment in District</u>	<u>Matching Contribution</u>
2-3	\$200
4-5	\$400
6-9	\$500
10-12	\$600
13-14	\$700
15+	\$1000

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<u>Year of Continuous Employment in the District</u>	<u>2022-2023</u>	<u>2023-2024</u>
<u>In Years 2-3</u>	\$250.00	\$250.00
<u>In Years 4-5</u>	\$450.00	\$450.00
<u>In Years 6-9</u>	\$550.00	\$550.00
<u>In Years 10-12</u>	\$650.00	\$650.00
<u>In Years 13-14</u>	\$750.00	\$750.00

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In Years 15+	\$1,050.00	\$1,050.00
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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 health associate to participate in the 403b matching contribution plan.

Section 4. Unpaid Leaves: Health associates 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 health associate'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 XVII
DURATION**

Section 1. Term and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing July 1, ~~2020~~2022, through June 30, ~~2022~~2024, and thereafter pursuant to PELRA. If either party desires to modify or amend this Agreement commencing on July 1, ~~2022~~2024, it shall give written notice of such intent no later than May 1, ~~2022~~2024. Unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety (90) days prior to the expiration of this Agreement.

Section 2. Retroactivity: Retroactive pay, if any, shall be made to all employees covered by this Agreement, including those on layoff status.

Section 3. Effect: This Agreement constitutes the full and complete agreement between the School District and the Union. The provisions herein relating to terms and conditions of employment supersede any and all prior agreements, resolutions, practices, School District policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

Section 4. 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 5. Severability: The provisions of this Agreement shall be severable, and if any provision thereof or the application of any such provision under any circumstances is held invalid, it shall not affect any other provision of this Agreement or the application of any provision thereof.

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

917 RELATED SERVICES NURSES
EDUCATIONAL SUPPORT
PROFESSIONALS, LOCAL 7333
EDUCATION MINNESOTA

INTERMEDIATE SCHOOL DISTRICT
917

Co-President

Chair

Co-President

Clerk

Education Minnesota

Dated: _____

Dated: _____

SALARY SCHEDULE
HEALTH ASSOCIATES
SCHEDULE A
Salary Schedule ~~2020-2021~~2022-2023

Step 1	22.16
Step 2	22.74
Step 3	23.33
Step 4	23.95
Step 5	24.58
Step 6	25.22
Step 7	25.87
Step 8	26.56
Step 9	27.25
Step 10	28.75
Step 11	29.49
Step 12	30.24

2021-2022 "Old Step"	2022-2023 Step	Hourly Rate
Step 5	Step 1	\$27.37
Step 6	Step 2	\$27.90
Step 7	Step 3	\$28.44
Step 8	Step 4	\$28.99
Step 9	Step 5	\$29.61
Step 10	Step 6	\$30.22
Step 11	Step 7	\$30.84
Step 12	Step 8	\$31.48
	Step 9	\$32.14

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HEALTH ASSOCIATES
SCHEDULE B
Salary Schedule ~~2021-2022~~2023-2024

Step 1	22.69
Step 2	23.29

Step 3	23.89
Step 4	24.53
Step 5	25.17
Step 6	25.84
Step 7	26.50
Step 8	27.21
Step 9	27.91
Step 10	29.42
Step 11	30.18
Step 12	30.95

2023-2024 Step	Hourly Rate
<u>Step 1</u>	<u>\$27.85</u>
<u>Step 2</u>	<u>\$28.39</u>
<u>Step 3</u>	<u>\$28.94</u>
<u>Step 4</u>	<u>\$29.50</u>
<u>Step 5</u>	<u>\$30.13</u>
<u>Step 6</u>	<u>\$30.75</u>
<u>Step 7</u>	<u>\$31.38</u>
<u>Step 8</u>	<u>\$32.03</u>
<u>Step 9</u>	<u>\$32.70</u>
<u>Step 10</u>	<u>\$33.36</u>

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ATTACHMENT C

GRIEVANCE REPORT FORM

INTERMEDIATE SCHOOL DISTRICT 917

Name: _____

Building: _____

Date Grievance Occurred: _____

Statement of Facts:

Specific Provisions of Agreement Allegedly Violated:

Particular Relief Sought:

Date: _____

Signature of Grievant

**Intermediate School District 917
Special Education Programs
2022-2023**

Duplicated Count 10/1/22

Center Based Programs	School District											Total
	6	191	192	194	195	196	197	199	200	271	Other	
CASE (Customized Alternative Solutions Education)	0	2	2	0	0	0	1	1	1		1	8
DASH (Developmental Disabilities, Academics, Socialization, and Health Services)	2	0	2	2	0	0	2	0	11	1	3	23
D/HH (Deaf/Hard of Hearing)	0	4	3	1	0	3	9	1	1	1	4	27
IDEA (Intra-Dakota Educational Alternative)	5	7	2	5	0	0	4	8	4	6	3	44
PACES (Program Alternative for Communication, Education, and Socialization)	0	1	10	23	1	1	0	0	0	0	0	36
SUN (Students with Unique Needs)	10	16	19	14	0	1	6	3	10	11	4	94
TEA (Therapeutic Education Alternative)	2	5	8	7	0	1	1	9	6	9	2	50
TESA (Transitional Education Service Alternative)	4	0	12	29	0	1	3	6	0	28	3	86
New Chance (Court Ordered Day Treatment)	2	2	0	0	0	3	0	0	0	0	0	7
Options (Day Treatment)	0	0	0	1	0	5	0	1	0	0	6	13
Riverside (Residential Corrections)	1	4	1	1	0	2	2	0	1	1	9	22
SUBTOTAL:	26	41	59	83	1	17	28	29	34	57	35	410

Itinerant Services

Audiology	19	29	35	55	7	4	35	25	29	53	2	293
Deaf and Hard of Hearing	17	24	23	51	7	1	24	23	28	1	0	199
Occupational Therapy	0	0	0	0	8	0	0	0	0	0	0	8
Physical Therapy	3	0	63	103	3	0	3	1	25	1	3	205
Physically Impaired	3	29	23	48	2	0	20	14	15	0	2	156
Vision	7	14	17	24	2	0	16	15	14	32	1	142
DCALS-Main and North	1	5	17	1	0	22	8	1	2	0	2	59
SUBTOTAL:	50	101	178	282	29	27	106	79	113	87	10	1062

TOTAL:	School District											Total
	6	191	192	194	195	196	197	199	200	271	Other	
	76	142	237	365	30	44	134	108	147	144	45	1472

School Districts:

6 South St Paul	196 Rosemount/Apple Valley/Eagan
191 Burnsville/Eagan/Savage	197 West St Paul/Mendota Heights/Eagan
192 Farmington	199 Inver Grove Heights
194 Lakeville	200 Hastings
195 Randolph	271 Bloomington

Career Technical Education Student Count September, 27. 2022

DCALS Indep study	191	192	194	196	197	199	200	281	721	
All Students	8	18	1	34	1	1	1	1	1	66
<hr/>										
DCALS North										
District	1	6	11	196	197	199	625	833		
	MINN	S ST P/	CAR	APPL	TRIV	SIM	ST PA	WASH		
All Students	1	5	1	4	42	10	10	1		72
DCALS North SPED	1	6	196	197	199					
	1	1	1	8	1					
Dcals N ISIndep Study										
District	6	196	197	199						
	2	1	3	1						
DCALS N PSEO	196									
	1									

Career Technical Education Student Count September, 27. 2022

Career Technical Education Student Count September, 27. 2022



Intermediate School District 917

Purposeful. Personalized. Partners.

1300 145th Street East, Rosemount, MN 55068

(651) 423-8229 * <http://www.isd917.org>

TO: Intermediate School District 917 School Board members
FROM: Dr. Michael Favor, ISD 917, Superintendent and Nicolle Roush Executive Director of Business Services
DATE: October 4, 2022
REGARDING: 2022-2023 market adjustment proposal for Talent Acquisition, Benefits Specialist, Accountant, Buyer and Payroll Specialist

Pertinent Facts:

- District 917 has always focused on stewardship and being a cost-effective option for our member districts. Our efforts to stay competitive and lower cost option on our tuition rates in comparison to our intermediate counter parts has been successfully achieved.
- District 917, as with many other school districts in Minnesota, is faced with the situation of staying competitive in our salary and benefits to hire and retain staff. District 917 has been working hard to negotiate competitive contracts focusing on the positions that directly impact students.
- We are faced with private and non-profit entities who are seeking out our employees at much higher salary and benefit options. For many years we have valued the support, commitment and knowledge base from the finance and human resources team.
- With turnover, there are direct costs implications ranging from \$3,600-\$6,000 and indirect costs ranging from supervisor commitment to training, mentoring, auditing and loss of knowledge and stability to support district employees effectively.
- When looking at the three other intermediates we are not staying competitive in our business office salaries and we have not shown equitable support for these positions who stay committed to District 917.
- The overall % increase range is 9%-12% based on the business office position and total cost implication for providing a market adjustment for these positions in 2022-2023 will be \$29,557.25.

Board recommendation: Seeking approval for a market adjustment ranging from 9-12% increase effective November 01, 2022 for the following business office positions; Talent Acquisition, Benefit Specialist, Accountant, Buyer and Payroll Specialist.

ISD 917 Vision

Intermediate School District 917 models an innovative culture with diverse pathways serving students and families through equitable practices with highly trained staff.

ISD 917 Core Values

Collaboration * Empathy * Innovation * Stewardship * Communication * Integrity * Personalization * Equity * Diversity

2022-2023 Superintendent Goals & Rubric - Version 3 (9/16/22)

	Distinguished (4)	Proficient (3)	Needs Improvement (2)	Unsatisfactory (1)
Goal #1: Identify baseline data, end-of-year goals, & measures of success for all 5 strategic directions	Demonstrate integration of baseline data, end-of-year goals, and measures of success for all five strategic directions in district operations.	Identifies baseline data, end-of-year goals, and measures of success for all five strategic directions.	Identifies either baseline data, end-of-year goals, or measures of success for three or more strategic directions.	Identifies baseline data, end-of-year goals, or measures of success for fewer than three strategic directions.
Goal #2: Amplify student, staff, and family voice in support of all 5 strategic directions	Integrate lessons learned from student, staff and family voices in support of all 5 strategic directions in District operations.	Discussions reflect the voices of diverse internal and external stakeholders on all five ISD 917 Strategic Directions	Actively engages either internal or external stakeholders in discussion around three or more ISD 917 Strategic Directions	Does not actively engage internal or external stakeholders in discussion around any of the five ISD 917 Strategic Directions
Goal #3: Align district learning environments and workplace culture to district core values to increase student and staff recruitment, retention, and satisfaction	Consistently models all ISD 917 Core Values and facilitates alignment of staff and leadership development, systems, structures, and practices with all ISD 917 Core Values; Establishes goals for and measures student and staff recruitment, retention, and satisfaction	Models all ISD 917 Core Values and facilitates alignment of staff and leadership development, systems, structures, and practices with all ISD 917 Core Values	Some modeling of and facilitating alignment between ISD 917 Core Values in Superintendent actions, staff or leadership development, systems, structures, or practices	No modeling of or facilitating alignment between ISD 917 Core Values in Superintendent actions, staff or leadership development, systems, structures, or practices