

Work Session

Tuesday, April 4, 2023 4:45 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. Integrity: Aligning our actions with our values and beliefs

III.A. Continuous Improvement Plan - Jennifer Olson

III.B.

- Policies
 - First reading
 - 522 Title IX Sex Nondiscrimination
 - Final readings
 - 440 Recording of School Personnel
 - 556 Student Use of Cellular Phones and Other Personal Electronic Devices
 - 560 Student Gender Inclusion

III.C. Review Temporary Employee Report - Nicolle Roush

III.D. Review aged invoice report - Nicolle Roush

III.E. Review 2023-2024 ISD 917 Calendar - Marci Levy-Maguire

III.F. Review Resolution Terminating Probationary Teachers - Dr. Melissa Schaller

IV. Board Evaluation - Cindy Nordstrom (Collaboration)

V. Adjournment - Chair Cindy Nordstrom



Continuous Improvement Plan 2022-2023

Cedar School
SUN Program
Jen Olson

Core Values:

Stewardship: Growing our own special education teachers

Collaboration: Least Restrictive Environment

Integrity: Actions are congruent with our values



Cedar School
SUN Program

3 SUN IND Classrooms
3 SUN Group Classrooms
1 SUN PLUS High School Classroom

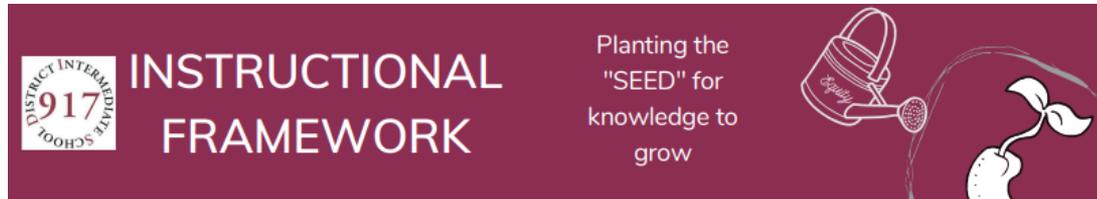
7 Teachers (5/7 started education careers as paraprofessionals)

28 Students
3 Students full transition to home school district
1 Student transitioning to home school district
1 Student shared schedule with TESA



Increasing Student Achievement and Engagement

Given the opportunity to create weekly lesson plans in reading and math for students, classroom teachers will connect their lesson plans to the appropriate reading and math standard and identify related learning targets from an unknown level of engaging in this practice to a level of 80% as measured by weekly self-monitoring via Google form.



Core Values:

Equity: Supporting all learners with instructional best practices



Action Steps

- Celebrated past accomplishments
- Communicated CIP Goals to staff
- Developed Self Assessment Tool
- Surveyed Cedar teachers for baseline data
- Connected standards based instruction to SEED, the ISD 917 Instructional Framework
- Consulted Reading Specialist Kayleen Taffe
- Revised Self Assessment Tool
- Continued to survey Cedar teachers
- Created Lesson Plan Activity

Core Values:

Collaboration: Supporting high level teaming in PLCs

Innovation: Developing instructional practices aligned with increasing learner outcomes

Equity: Ensuring students access to standards based instruction

Data



December 2022
Baseline: Teacher Survey
Standards
50% Literacy
50% Math

Learning Targets
65% Literacy
57% Math

Overall Data: Teacher Survey
Standards
42% Literacy
46% Math

Learning Targets
63% Literacy
65% Math

Core Values:

Innovation: Developing instructional practices aligned with increasing learner outcomes



Next Steps

- Opportunity
- Use the PLC Plan, Do, Study, Act cycle to create next steps
- Address barriers
- Access resources
- Implement next steps
- Continue to survey Cedar Teachers
- Start to integrate culturally responsive teaching learnings, understandings, and strategies into PLC discussion and instructional capacity

Core Values:

Collaboration: Working together to attain our shared goals



Professional Development Plan

Learning, Support, and Resources

Consultation from Reading Specialist Kayleen Taffe
Additional SEED Instructional Framework Training
Guided facilitation Professional Learning Communities
Nurtured Heart Training and Classroom Meetings
Implementation of Story Circles

Responding to barriers to desired outcomes

Use the PLC Plan, Do, Study, Act cycle to create next steps
Increasing opportunities to listen to understand
Leadership consultation with Reading Specialist Kayleen Taffe
Continue guided facilitation Professional Learning Communities
Implementation of the Nurtured Heart observation tool

Core Values:

Communication: Listening
Empathy: Listening to understand



Implementing Story Circles

Feedback from licensed staff:

- Get to know staff successes
- Learn about teachers' similar struggles
- Community building by sharing our experiences around a common theme
- Everyone gets a voice
- A chance to empathize
- Models positive communication

Feedback from paraprofessional staff:

- I like being able to listen to what everyone has to say
- Everyone has a chance to speak their mind without the feeling of being judged
- The openness and willingness of trust in sharing
- The sincere respect of my colleagues

Core Values:

Equity: Centering the omitted voice



Thank you for this
opportunity!



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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: April 4, 2023
RE: First reading on policies

The policy listed below is a first reading:

- **Revised 522 Title IX Sex Nondiscrimination Policy, Grievance Procedure and Process**

522 TITLE IX SEX NONDISCRIMINATION POLICY, GRIEVANCE PROCEDURE AND PROCESS

I. GENERAL STATEMENT OF POLICY

- A. The school district does not discriminate on the basis of sex in its education programs or activities, and it is required by Title IX of the Education Amendments Act of 1972, and its implementing regulations, not to discriminate in such a manner. The requirement not to discriminate in its education program or activity extends to admission and employment. The school district is committed to maintaining an education and work environment that is free from discrimination based on sex, including sexual harassment.
- B. The school district prohibits sexual harassment that occurs within its education programs and activities. When the school district has actual knowledge of sexual harassment in its education program or activity against a person in the United States, it shall promptly respond in a manner that is not deliberately indifferent.
- C. This policy applies to sexual harassment that occurs within the school district's education programs and activities and that is committed by a school district employee, student, or other members of the school community. This policy does not apply to sexual harassment that occurs off school grounds, in a private setting, and outside the scope of the school district's education programs and activities. This policy does not apply to sexual harassment that occurs outside the geographic boundaries of the United States, even if the sexual harassment occurs in the school district's education programs or activities.
- D. Any student, parent, or guardian having questions regarding the application of Title IX and its regulations and/or this policy and grievance process should discuss them with the Title IX Coordinator. The school district's Title IX Coordinator(s) is:

The school board hereby designates ~~Don Budach~~, **Nicolle Roush**, 1300 145th Street East, Rosemount, MN 55068, 651-423-8229, **nicolle.roush@isd917.org** as its Title IX coordinator. This employee coordinates the school district's efforts to comply with and carry out its responsibilities under Title IX.

Questions relating solely to Title IX and its regulations may be referred to the Title IX Coordinator(s), the Assistant Secretary for Civil Rights of the United States Department of Education, or both.

- E. The effective date of this policy is August 14, 2020, and applies to alleged violations of this policy occurring on or after August 14, 2020.

II. DEFINITIONS

- A. “Actual knowledge” means notice of sexual harassment or allegations of sexual harassment to the school district’s Title IX Coordinator or to any employee of the school district. Imputation of knowledge based solely on vicarious liability or constructive notice is insufficient to constitute actual knowledge. This standard is not met when the only official of the school district with actual knowledge is the respondent.
- B. “Complainant” means a person who is alleged to be the victim of conduct that could constitute sexual harassment under Title IX. A Title IX Coordinator who signs a formal complaint is not a complainant unless the Title IX Coordinator is alleged to be the victim of the conduct described in the formal complaint.
- C. “Day” or “days” means, unless expressly stated otherwise, business days (i.e. day(s) that the school district office is open for normal operating hours, Monday - Friday, excluding State-recognized holidays).
- D. “Deliberately indifferent” means clearly unreasonable in light of the known circumstances. The school district is deliberately indifferent only if its response to sexual harassment is clearly unreasonable in light of the known circumstances.
- E. “Education program or activity” means locations, events, or circumstances for which the school district exercises substantial control over both the respondent and the context in which the sexual harassment occurs and includes school district education programs or activities that occur on or off of school district property.
- F. “Formal complaint” means a document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment against a respondent and requesting that the school district investigate the allegation of sexual harassment.
 - 1. A formal complaint filed by a complainant must be a physical document or an electronic submission. The formal complaint must contain the complainant’s physical or digital signature, or otherwise indicate that the complainant is the person filing the formal complaint, and must be submitted to the Title IX Coordinator in person, by mail, or by email.
 - 2. A formal complaint shall state that, at the time of filing the formal complaint, the complainant was participating in, or attempting to participate in, an education program or activity of the school district with which the formal complaint is filed.
- G. “Informal resolution” means options for resolving a formal complaint that do not

involve a full investigation and adjudication. Informal resolution may encompass a broad range of conflict resolution strategies, including mediation or restorative justice.

- H. “Relevant questions” and “relevant evidence” are questions, documents, statements, or information that are related to the allegations raised in a formal complaint. Relevant evidence includes evidence that is both inculpatory and exculpatory. Questions and evidence about the complainant’s sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence about the complainant’s prior sexual behavior are offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the questions and evidence concern specific incidents of the complainant’s prior sexual behavior with respect to the respondent and are offered to prove consent.
- I. “Remedies” means actions designed to restore or preserve the complainant’s equal access to education after a respondent is found responsible. Remedies may include the same individualized services that constitute supportive measures, but need not be non-punitive or non-disciplinary, nor must they avoid burdening the respondent.
- J. “Respondent” means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment under Title IX.
- K. “Sexual harassment” means any of three types of misconduct on the basis of sex that occurs in a school district education program or activity and is committed against a person in the United States:
 - 1. *Quid pro quo* harassment by a school district employee (conditioning the provision of an aid, benefit, or service of the school district on an individual's participation in unwelcome sexual conduct);
 - 2. Unwelcome conduct that a reasonable person would find so severe, pervasive, and objectively offensive that it denies a person equal educational access; or
 - 3. Any instance of sexual assault (as defined in the Clery Act, 20 United States Code section 1092(f)(6)A(v)), dating violence, domestic violence, or stalking (as defined in the Violence Against Women Act, 34 United States Code section 12291).
- L. “Supportive measures” means individualized services provided to the complainant or respondent without fee or charge that are reasonably available, non-punitive, non-disciplinary, not unreasonably burdensome to the other party, and designed to ensure equal educational access, protect safety, and deter sexual harassment. Supportive measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, alternative educational services as defined under Minnesota Statutes section 121A.41, as

amended, mutual restrictions on contact between the parties, changes in work locations, leaves of absence, increased security and monitoring of certain areas of the school district buildings or property, and other similar measures.

- M. “Title IX Personnel” means any person who addresses, works on, or assists with the school district’s response to a report of sexual harassment or formal complaint, and includes persons who facilitate informal resolutions. The following are considered Title IX Personnel:
1. “Title IX Coordinator” means an employee of the school district that coordinates the school district’s efforts to comply with and carry out its responsibilities under Title IX. The Title IX Coordinator is responsible for acting as the primary contact for the parties and ensuring that the parties are provided with all notices, evidence, reports, and written determinations to which they are entitled under this policy and grievance process. The Title IX Coordinator is also responsible for effective implementation of any supportive measures or remedies. The Title IX Coordinator must be free from conflicts of interest and bias when administrating the grievance process.
 2. “Investigator” means a person who investigates a formal complaint. The investigator of a formal complaint may not be the same person as the Decision-maker or the Appellate Decision-maker. The Investigator may be a school district employee, school district official, or a third party designated by the school district.
 3. “Decision-maker” means a person who makes a determination regarding responsibility after the investigation has concluded. The Decision-maker cannot be the same person as the Title IX Coordinator, the Investigator, or the Appellate Decision-maker.
 4. “Appellate Decision-maker” means a person who considers and decides appeals of determinations regarding responsibility and dismissals of formal complaints. The Appellate Decision-maker cannot be the same person as the Title IX Coordinator, Investigator, or Decision-maker. The Appellate Decision-maker may be a school district employee, or a third party designated by the school district.
 5. The superintendent of the school district may delegate functions assigned to a specific school district employee under this policy, including but not limited to the functions assigned to the Title IX Coordinator, Investigator, Decision-maker, Appellate Decision-maker, and facilitator of informal resolution processes, to any suitably qualified individual and such delegation may be rescinded by the superintendent at any time. The school district may also, in its discretion, appoint suitably qualified persons who are not school district employees to fulfill any function under this policy,

including, but not limited to, Investigator, Decision-maker, Appellate Decision-maker, and facilitator of informal resolution processes.

III. BASIC REQUIREMENTS FOR GRIEVANCE PROCESS

A. Equitable Treatment

1. The school district shall treat complainants and respondents equitably. However, equality or parity with respect to supportive measures provided to complainants and respondents is not required.
2. The school district will not impose any disciplinary sanctions or take any other actions against a respondent that do not constitute supportive measures until it has completed this grievance process and the respondent has been found responsible.
3. The school district will provide appropriate remedies to the complainant any time a respondent is found responsible.

B. Objective and Unbiased Evaluation of Complaints

1. Title IX Personnel, including the Title IX Coordinator, Investigator, Decision-maker, and Appellate Decision-maker, shall be free from conflicts of interest or bias for or against complainants or respondents generally or a specific complainant or respondent.
2. Throughout the grievance process, Title IX Personnel will objectively evaluate all relevant evidence, inculpatory and exculpatory, and shall avoid credibility determinations based solely on a person's status as a complainant, respondent, or witness.

C. Title IX Personnel will presume that the respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process.

D. Confidentiality

The school district will keep confidential the identity of any individual who has made a report or complaint of sex discrimination, including any individual who has made a report or filed a formal complaint of sexual harassment, any complainant, any individual who has been reported to be the perpetrator of sex discrimination, any respondent, and any witness, except as may be permitted by the Family Educational Rights and Privacy Act (FERPA), 20 United States Code section 1232g, FERPA regulations, 34 Code of Federal Regulations part 99, Minnesota law under Minnesota Statutes section 13.32, or as required by law, or to carry out the purposes of 34 Code of Federal Regulations part 106, including the conduct of

any investigation, hearing, or judicial proceeding arising thereunder (i.e., the school district's obligation to maintain confidentiality shall not impair or otherwise affect the complainants and respondents receipt of the information to which they are entitled with respect to the investigative record and determination of responsibility).

E. Right to an Advisor; Right to a Support Person

Complainants and respondents have the right, at their own expense, to be assisted by an advisor of their choice during all stages of any grievance proceeding, including all meetings and investigative interviews. The advisor may be, but is not required to be, an attorney. In general, an advisor is not permitted to speak for or on behalf of a complainant or respondent, appear in lieu of complainant or respondent, participate as a witness, or participate directly in any other manner during any phase of the grievance process.

A complainant or respondent with a disability may be assisted by a support person throughout the grievance process, including all meetings and investigative interviews, if such accommodation is necessary. A support person may be a friend, family member, or any individual who is not otherwise a potential witness. The support person is not permitted to speak for or on behalf of a complainant or respondent, appear in lieu of complainant or respondent, participate as a witness, or participate directly in any other manner during any phase of the grievance process.

F. Notice

The school district will send written notice of any investigative interviews or meetings to any party whose participation is invited or expected. The written notice will include the date, time, location, participants, and purpose of the meeting or interview, and will be provided to allow sufficient time for the party to prepare to participate.

G. Consolidation

The school district may, in its discretion, consolidate formal complaints as to allegations of sexual harassment against more than one respondent, or by more than one complainant against one or more respondents, or by one party against the other party, where the allegations of sexual harassment arise out of the same facts or circumstances.

H. Evidence

1. During the grievance process, the school district will not require, allow, rely upon, or otherwise use questions or evidence that constitute or seek disclosure of information protected under a legally recognized privilege,

unless the person holding such privilege has waived the privilege.

2. The school district shall not access, consider, disclose, or otherwise use a party's medical, psychological, and similar treatment records unless the school district obtains the party's voluntary, written consent.

I. Burden of Proof

1. The burden of gathering evidence and the burden of proof shall remain upon the school district and not upon the parties.
2. The grievance process shall use a preponderance of the evidence standard (i.e. whether it is more likely than not that the respondent engaged in sexual harassment) for all formal complaints of sexual harassment, including when school district employees are respondents.

J. Timelines

1. Any informal resolution process must be completed within thirty (30) calendar days following the parties' agreement to participate in such informal process.
2. An appeal of a determination of responsibility or of a decision dismissing a formal complaint must be received by the school district within five (5) days of the date the determination of responsibility or dismissal was provided to the parties.
3. Any appeal of a determination of responsibility or of a dismissal will be decided within thirty (30) calendar days of the day the appeal was received by the School District.
4. The school district will seek to conclude the grievance process, including any appeal, within 120 calendar days of the date the formal complaint was received by the School District.
5. Although the school district strives to adhere to the timelines described above, in each case, the school district may extend the time frames for good cause. Good cause may include, without limitation: the complexity of the allegations; the severity and extent of the alleged misconduct; the number of parties, witnesses, and the types of other evidence (e.g., forensic evidence) involved; the availability of the parties, advisors, witnesses, and evidence (e.g., forensic evidence); concurrent law enforcement activity; intervening school district holidays, breaks, or other closures; the need for language assistance or accommodation of disabilities; and/or other unforeseen circumstances.

K. Potential Remedies and Disciplinary Sanctions

1. The following is the range of possible remedies that the school district may provide a complainant and disciplinary sanctions that the school district might impose upon a respondent, following determination of responsibility: counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, mutual or unilateral restrictions on contact between the parties, changes in work locations, leaves of absence, monitoring of certain areas of the school district buildings or property, warning, suspension, exclusion, expulsion, transfer, remediation, termination, or discharge.
2. If the Decision-maker determines a student-respondent is responsible for violating this policy, the Decision-maker will recommend appropriate remedies, including disciplinary sanctions/consequences. The Title IX Coordinator will notify the superintendent of the recommended remedies, such that an authorized administrator can consider the recommendation(s) and implement appropriate remedies in compliance with MSBA Model Policy 506 – Student Discipline. The discipline of a student-respondent must comply with the applicable provisions of Minnesota Pupil Fair Dismissal Act, the Individuals with Disabilities Education Improvement Act (IDEA) and/or Section 504 of the Rehabilitation Act of 1972, and their respective implementing regulations.

IV. REPORTING PROHIBITED CONDUCT

- A. Any student who believes they have been the victim of unlawful sex discrimination or sexual harassment, or any person (including the parent or guardian of a student) with actual knowledge of conduct which may constitute unlawful sex discrimination or sexual harassment toward a student should report the alleged acts as soon as possible to the Title IX Coordinator.
- B. Any employee of the school district who has experienced, has actual knowledge of, or has witnessed unlawful sex discrimination, including sexual harassment, or who otherwise becomes aware of unlawful sex discrimination, including sexual harassment, must promptly report the allegations to the Title IX Coordinator without screening or investigating the report or allegations.
- C. A report of unlawful sex discrimination or sexual harassment may be made at any time, including during non-business hours, and may be made in person, by mail, by telephone, or by e-mail using the Title IX Coordinator’s contact information. A report may also be made by any other means that results in the Title IX Coordinator receiving the person’s verbal or written report.
- D. Sexual harassment may constitute both a violation of this policy and criminal law. To the extent the alleged conduct may constitute a crime, the School District may

report the alleged conduct to law enforcement authorities. The school district encourages complainants to report criminal behavior to the police immediately.

V. INITIAL RESPONSE AND ASSESSMENT BY THE TITLE IX COORDINATOR

- A. When the Title IX Coordinator receives a report, the Title IX Coordinator shall promptly contact the complainant confidentially to discuss the availability of supportive measures, consider the complainant's wishes with respect to supportive measures, inform the complainant of the availability of supportive measures with or without the filing of a formal complaint, and explain to the complainant the process for filing a formal complaint.
- B. The school district will offer supportive measures to the complainant whether or not the complainant decides to make a formal complaint. The school district must maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the school district's ability to provide the supportive measures. The Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures.
- C. If the complainant does not wish to file a formal complaint, the allegations will not be investigated by the school district unless the Title IX Coordinator determines that signing a formal complaint to initiate an investigation over the complainant's wishes is not clearly unreasonable in light of the known circumstances.
- D. Upon receipt of a formal complaint, the school district must provide written notice of the formal complaint to the known parties with sufficient time to prepare a response before any initial interview. This written notice must contain:
 - 1. The allegations of sexual harassment, including sufficient details known at the time, the identities of the parties involved in the incident (if known), the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident, if known;
 - 2. A statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility will be made at the conclusion of the grievance process;
 - 3. A statement explaining that the parties may have an advisor of their choice, who may be, but is not required to be, an attorney;
 - 4. A statement that the parties may inspect and review evidence gathered pursuant to this policy;
 - 5. A statement informing the parties of any code of conduct provision that prohibits knowingly making false statements or knowingly submitting false

information; and

6. A copy of this policy.

VI. STATUS OF RESPONDENT DURING PENDENCY OF FORMAL COMPLAINT

A. Emergency Removal of a Student

1. The school district may remove a student-respondent from an education program or activity of the school district on an emergency basis before a determination regarding responsibility is made if:
 - a. The school district undertakes an individualized safety and risk analysis;
 - b. The school district determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of sexual harassment justifies removal of the student-respondent; and
 - c. The school district determines the student-respondent poses such a threat, it will so notify the student-respondent and the student-respondent will have an opportunity to challenge the decision immediately following the removal. In determining whether to impose emergency removal measures, the Title IX Coordinator shall consult related school district policies, including MSBA Model Policy 506 – Student Discipline. The school district must take into consideration applicable requirements of the Individuals with Disabilities Education Act and Section 504 of the Rehabilitation Act of 1973, prior to removing a special education student or Section 504 student on an emergency basis.

B. Employee Administrative Leave

The school district may place a non-student employee on administrative leave during the pendency of the grievance process of a formal complaint. Such leave will typically be paid leave unless circumstances justify unpaid leave in compliance with legal requirements. The school district must take into consideration applicable requirements of Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act prior to removing an individual with a qualifying disability.

VII. INFORMAL RESOLUTION OF A FORMAL COMPLAINT

- A. At any time prior to reaching a determination of responsibility, informal resolution may be offered and facilitated by the school district at the school district's discretion, but only after a formal complaint has been received by the school

district.

- B. The school district may not require as a condition of enrollment or continued enrollment, or of employment or continued employment, or enjoyment of any other right, waiver of the right to a formal investigation and adjudication of formal complaints of sexual harassment.
- C. The informal resolution process may not be used to resolve allegations that a school district employee sexually harassed a student.
- D. The school district will not facilitate an informal resolution process without both parties' agreement, and will obtain their voluntary, written consent. The school district will provide to the parties a written notice disclosing the allegations, the requirements of the informal resolution process including the circumstances under which it precludes the parties from resuming a formal complaint arising from the same allegations, the parties' right to withdraw from the informal resolution process, and any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared.
- E. At any time prior to agreeing to a resolution, any party has the right to withdraw from the informal resolution process and resume the grievance process with respect to the formal complaint.

VIII. DISMISSAL OF A FORMAL COMPLAINT

- A. Under federal law, the school district must dismiss a Title IX complaint, or a portion thereof, if the conduct alleged in a formal complaint or a portion thereof:
 - 1. Would not meet the definition of sexual harassment, even if proven;
 - 2. Did not occur in the school district's education program or activity; or
 - 3. Did not occur against a person in the United States.
- B. The school district may, in its discretion, dismiss a formal complaint or allegations therein if:
 - 1. The complainant informs the Title IX Coordinator in writing that the complainant desires to withdraw the formal complaint or allegations therein;
 - 2. The respondent is no longer enrolled or employed by the school district; or
 - 3. Specific circumstances prevent the school district from gathering sufficient evidence to reach a determination.

- C. The school district shall provide written notice to both parties of a dismissal. The notice must include the reasons for the dismissal.
- D. Dismissal of a formal complaint or a portion thereof does not preclude the school district from addressing the underlying conduct in any manner that the school district deems appropriate.

IX. INVESTIGATION OF A FORMAL COMPLAINT

- A. If a formal complaint is received by the School District, the school district will assign or designate an Investigator to investigate the allegations set forth in the formal complaint.
- B. If during the course of the investigation the school district decides to investigate any allegations about the complainant or respondent that were not included in the written notice of a formal complaint provided to the parties, the school district must provide notice of the additional allegations to the known parties.
- C. When a party's participation is invited or expected in an investigative interview, the Investigator will coordinate with the Title IX Coordinator to provide written notice to the party of the date, time, location, participants, and purposes of the investigative interview with sufficient time for the party to prepare.
- D. During the investigation, the Investigator must provide the parties with an equal opportunity to present witnesses for interviews, including fact witnesses and expert witnesses, and other inculpatory and exculpatory evidence.
- E. Prior to the completion of the investigative report, the Investigator, through the Title IX Coordinator, will provide the parties and their advisors (if any) with an equal opportunity to inspect and review any evidence directly related to the allegations. The evidence shall be provided in electronic format or hard copy and shall include all relevant evidence, evidence upon which the school district does not intend to rely in reaching a determination regarding responsibility, and any inculpatory or exculpatory evidence whether obtained from a party or another source. The parties will have ten (10) days to submit a written response, which the Investigator will consider prior to completion of the investigative report.
- F. The Investigator will prepare a written investigative report that fairly summarizes the relevant evidence. The investigative report may include credibility determinations that are not based on a person's status as a complainant, respondent or witness. The school district will send the parties and their advisors (if any) a copy of the report in electronic format or hard copy, for their review and written response at least ten (10) days prior to a determination of responsibility.

X. DETERMINATION REGARDING RESPONSIBILITY

- A. After the school district has sent the investigative report to both parties and before the school district has reached a determination regarding responsibility, the Decision-maker must afford each party the opportunity to submit written, relevant questions that a party wants asked of any party or witness.
- B. The Decision-maker must provide the relevant questions submitted by the parties to the other parties or witnesses to whom the questions are offered, and then provide each party with the answers, and allow for additional, limited follow-up questions from each party.
- C. The Decision-maker must explain to the party proposing the questions any decision to exclude a question as not relevant.
- D. When the exchange of questions and answers has concluded, the Decision-maker must issue a written determination regarding responsibility that applies the preponderance of the evidence standard to the facts and circumstances of the formal complaint. The written determination of responsibility must include the following:
 - 1. Identification of the allegations potentially constituting sexual harassment;
 - 2. A description of the procedural steps taken from the receipt of the formal complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, and methods used to gather other evidence;
 - 3. Findings of fact supporting the determination;
 - 4. Conclusions regarding the application of the school district's code of conduct to the facts;
 - 5. A statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility, any disciplinary sanctions the school district imposes on the respondent, and whether remedies designed to restore or preserve equal access to the recipient's education program or activity will be provided by the school district to the complainant; and
 - 6. The school district's procedures and permissible bases for the complainant and respondent to appeal and the date by which an appeal must be made.
- E. In determining appropriate disciplinary sanctions, the Decision-maker should consider the surrounding circumstances, the nature of the behavior, past incidents or past or continuing patterns of behavior, the relationships between the parties involved, and the context in which the alleged incident occurred.

- F. The written determination of responsibility must be provided to the parties simultaneously.
- G. The Title IX Coordinator is responsible for the effective implementation of any remedies.
- H. The determination regarding responsibility becomes final either on the date that the school district provides the parties with the written determination of the result of the appeal, if an appeal is filed, or if an appeal is not filed, the date on which an appeal would no longer be considered timely.

XI. APPEALS

- A. The school district shall offer the parties an opportunity to appeal a determination regarding responsibility or the school district's dismissal of a formal complaint or any allegations therein, on the following bases:
 - 1. A procedural irregularity that affected the outcome of the matter (e.g., a material deviation from established procedures);
 - 2. New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; and
 - 3. The Title IX Coordinator, Investigator, or Decision-maker had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter.
- B. If notice of an appeal is timely received by the school district, the school district will notify the parties in writing of the receipt of the appeal, assign or designate the Appellate Decision-maker, and give the parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome.
- C. After reviewing the parties' written statements, the Appellate Decision-maker must issue a written decision describing the result of the appeal and the rationale for the result.
- D. The written decision describing the result of the appeal must be provided simultaneously to the parties.
- E. The decision of the Appellate Decision-maker is final. No further review beyond the appeal is permitted.

XII. RETALIATION PROHIBITED

- A. Neither the school district nor any other person may intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by Title IX, its implementing regulations, or this policy, or because the individual made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under this policy. Intimidation, threats, coercion, or discrimination, including charges against an individual for code of conduct violations that do not involve sex discrimination or sexual harassment, but arise out of the same facts or circumstances as a report or complaint of sex discrimination, or a report or formal complaint of sexual harassment, for the purpose of interfering with any right or privilege secured by Title IX, its implementing regulations, or this policy, constitutes retaliation. Retaliation against a person for making a report of sexual harassment, filing a formal complaint, or participating in an investigation, constitutes a violation of this policy that can result in the imposition of disciplinary sanctions/consequences and/or other appropriate remedies.
- B. Any person may submit a report or formal complaint alleging retaliation in the manner described in this policy and it will be addressed in the same manner as other complaints of sexual harassment or sex discrimination.
- C. Charging an individual with violation of school district policies for making a materially false statement in bad faith in the course of a grievance proceeding under this policy shall not constitute retaliation, provided, however, that a determination regarding responsibility, alone, is not sufficient to conclude that any party made a materially false statement in bad faith.

XIII. TRAINING

- A. The school district shall ensure that Title IX Personnel receive appropriate training. The training shall include instruction on:
 - 1. The Title IX definition of sexual harassment;
 - 2. The scope of the school district's education program or activity;
 - 3. How to conduct an investigation and grievance process, appeals, and informal resolution processes, as applicable;
 - 4. How to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest, and bias;
 - 5. For Decision-makers, training on issues of relevance of questions and evidence, including when questions and evidence about the complainant's

prior sexual behavior are not relevant; and

6. For Investigators, training on issues of relevance, including the creation of an investigative report that fairly summarizes relevant evidence.
- B. The training materials will not rely on sex stereotypes and must promote impartial investigations and adjudications of formal complaints.
- C. Materials used to train Title IX Personnel must be posted on the school district's website. If the school district does not have a website, it must make the training materials available for public inspection upon request.

XIV. DISSEMINATION OF POLICY

- A. This policy shall be made available to all students, parents/guardians of students, school district employee, and employee unions.
- B. The school district shall conspicuously post the name of the Title IX Coordinator, including office address, telephone number, and work e-mail address on its website and in each handbook that it makes available to parents or guardians, employees, students, unions, or applicants.
- D. The school district must provide applicants for admission and employment, students, parents or legal guardians of secondary school students, employees, and all unions holding collective bargaining agreements with the school district, with the following:
 1. The name or title, office address, electronic mail address, and telephone number of the Title IX Coordinator;
 2. Notice that the school district does not discriminate on the basis of sex in the education program or activity that it operates, and that it is required by Title IX not to discriminate in such a manner;
 3. A statement that the requirement not to discriminate in the education program or activity extends to admission and employment, and that inquiries about the application of Title IX may be referred to the Title IX Coordinator, to the Assistant Secretary for Civil Rights of the United States Department of Education, or both; and
 4. Notice of the school district's grievance procedures and grievance process contained in this policy, including how to report or file a complaint of sex discrimination, how to report or file a formal complaint of sexual harassment, and how the school district will respond.

XIV. RECORDKEEPING

- A. The school district must create, and maintain for a period of seven calendar years, records of any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment. In each instance, the school district must document:
1. The basis for the school district's conclusion that its response to the report or formal complaint was not deliberately indifferent;
 2. The measures the school district has taken that are designed to restore or preserve equal access to the school district's education program or activity; and
 3. If the school district does not provide a complainant with supportive measures, then it must document the reasons why such a response was not clearly unreasonable in light of the known circumstances. Such a record must be maintained for a period of seven years.
 4. The documentation of certain bases or measures does not limit the recipient in the future from providing additional explanations or detailing additional measures taken.
- B. The school district must also maintain for a period of seven calendar years records of:
1. Each sexual harassment investigation including any determination regarding responsibility, any disciplinary sanctions imposed on the respondent, and any remedies provided to the complainant designed to restore or preserve equal access to the recipient's education program or activity;
 2. Any appeal and the result therefrom;
 3. Any informal resolution and the result therefrom; and
 4. All materials used to train Title IX Personnel.

Legal References: Minn. Stat. § 121A.04 (Athletic Programs; Sex Discrimination)
Minn. Stat. §§ 121A.40 – 121A.575 (Minnesota Pupil Fair Dismissal Act)
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
20 U.S.C. §§ 1681-1688 (Title IX of the Education Amendments)
34 C.F.R. Part 106 (Implementing Regulations of Title IX)
20 U.S.C § 1400, *et seq.* (Individuals with Disabilities Education Act)
29 U.S.C. § 794 (Section 504 of the Rehabilitation Act)
42 U.S.C. § 12101, *et seq.* (Americans with Disabilities Act)
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act of 1974)

20 U.S.C. § 1092 *et seq.* (Jeanne Clery Disclosure of Campus Security and Campus Crime Statistics Act (“Clery Act”))

Cross References: MSBA/MASA Model Policy 102 (Equal Educational Opportunity)
MSBA/MASA Model Policy 413 (Harassment and Violence)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 528 (Student Parental, Family, and Marital Status Nondiscrimination)



Intermediate School District 917

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

Dr. Michael Favor

TO: School Board

FROM: Dr. Michael Favor

DATE: April 4, 2023

RE: Final reading on policies

The policies listed below are a final reading:

- **NEW - 440 Recording of School Personnel**
- **NEW - 556 Student Use of Cellular Phones and Other Personal Electronic Devices**
- **NEW - 560 Student Gender Inclusion**

440 RECORDING OF SCHOOL PERSONNEL

I. PURPOSE

The purpose of this policy is to set forth expectations for appropriate use of existing and emerging technologies which staff may possess, including but not limited to cellular phones and other personal electronic devices capable of recording and/or transmitting data or images.

II. INTERMEDIATE DISTRICT 917 REGULATIONS REGARDING RECORDING OF SCHOOL PERSONNEL

- A. Use of personally owned devices in locker rooms, restrooms, and nurse's offices for recording purposes is expressly prohibited. Employees are prohibited from using the District System or personal electronic devices to send or receive messages, pictures, or documents that are fraudulent, illegal, pornographic, obscene, indecent, sexually explicit, discriminatory, harassing, defamatory, threatening, or which are intended to promote or incite violence against person or property.
- B. In the event a parent, guardian or student wishes to record (including pictures/photographs, video, and/or audio) meetings or interactions involving school personnel, written permission from all the participants is required. If parents, guardians or students wish to record a meeting or interaction involving school personnel written permission to record must be requested prior to the meeting or interaction. The school district administrator reserves the right to deny the request to have the meeting or interaction recorded, to simultaneously create a recording, or end the meeting in the event of non-compliance by the parent, guardian, or student.
- C. Employees may not record (including pictures/photographs, video, and/or audio) confidential student and/or staff data without the written consent of a school district administrator. This prohibition on recording of employees or staff data is not intended to interfere with employees' rights to engage in protected, concerted activities pursuant to the Minnesota Public Employees Labor Relations Act ("PELRA"), Minn. Stat. Chap 179A.
- D. Employees may, for the purpose of their professional development, record students in the school environment, but such recordings must adhere to the limitations of the media release forms for each student and should focus on the employee. Recordings of this type, that are used for personal professional growth and limited to Intermediate District 917 staff only, are acceptable and do not require written parental consent.

III. DISSEMINATION OF POLICY

This policy shall be included in the Student/Parent Handbook, Intermediate School District 917 Staff Handbook, and posted to the District website and otherwise distributed upon request.

Legal references:

Minn. Stat. Ch. 179A, Minnesota Public Employees Labor Relations Act

556 STUDENT USE OF CELLULAR PHONES AND OTHER PERSONAL ELECTRONIC DEVICES

I. PURPOSE

The purpose of this policy is to set forth expectations for appropriate use of existing and emerging technologies which students may possess, including but not limited to cellular phones and other personal electronic devices capable of recording and/or transmitting data or images.

II. INTERMEDIATE DISTRICT 917 REGULATIONS REGARDING STUDENT RECORDING

Students are prohibited from using cell phones, digital cameras or any other device to photograph, videotape or audio record other individuals at school (including, but not limited to, physical altercations, student conflicts, assault or harm done to students, staff or others), or at school sponsored activities without their knowledge and written consent. Students are prohibited from distributing, sharing, transmitting or broadcasting such images via e-mail, posting on social media or to the Internet, or otherwise electronically transmitting images of other individuals taken at school without the expressed written consent of the other individuals. Use of cellular phones, cameras or other personal electronic devices is strictly prohibited in locker rooms and restrooms. Students who violate this policy may be subject to disciplinary action as outlined District 917's student discipline policy 506.

III. DISSEMINATION OF POLICY

This policy shall be included in the Student/Parent Handbook, Intermediate School District 917 Staff Handbook, and posted to the District website and otherwise distributed upon request.

Cross Reference:

Student Discipline Policy 506

560 STUDENT GENDER INCLUSION POLICY

I. PURPOSE

All students need a safe, supportive school environment to progress academically and developmentally. The purpose of this policy is to facilitate compliance with applicable laws and organizational guidelines as well as to foster an educational environment that is safe, supportive, and fully inclusive for all students regardless of gender identity or gender expression.

II. POLICY STATEMENT

Intermediate School District 917 shall act to ensure that students who are transgender and gender non-conforming are included in all school activities like their peers.

DEFINITIONS

The following definitions are provided to assist in understanding this policy.

- a. Assigned Gender** – An individual’s gender assigned at birth, which correlates to the biological, genetic, and anatomical makeup of a body.
- b. Gender Expression** – The manner in which an individual expresses their gender.
- c. Gender Identity** – An individual’s sense of being male, female, or otherwise on a continuum of gender.
- d. Gender Dysphoria** – A conflict between an individual’s physical or assigned gender and the gender with which they identify.
- e. Gender Non-Conformity** – Behaviors and interests that fit outside of stereotypical behaviors and interests for an individual’s assigned sex.
- f. Transgender** – An individual whose gender is different from the gender assigned to them at birth.

III. BULLYING, HARASSMENT, AND DISCRIMINATION PROHIBITION

Intermediate District 917 and all employees are responsible for ensuring that every student, including transgender and gender nonconforming students, has a safe and supportive school environment. Bullying, harassment, and discrimination on the basis of gender identity or expression are prohibited. Intermediate School District 917 will take any such incident seriously, give the incident immediate attention, and handle the incident in the same manner as the school handles other bullying, harassment and discrimination as outlined in all applicable existing District 917 policies. including but not limited to Policy 102 (Equal Educational Opportunity), Policy 526 (Hazing Prohibition), Policy 514 (Bullying Prohibition), Policy 521

(Student Disability Nondiscrimination), Policy 522 (Student Sex Nondiscrimination), Policy 529 (Violent Behavior by Students), Policy 515 (Protection and Privacy of Pupil Records) apply to all students regardless of their gender identity or gender expression. Education and training regarding the issues addressed in this gender inclusion policy will be provided for employees, students and the broader school community.

IV. GENDER TRANSITION AT SCHOOL

Students who transition socially or physically at school have a right to a safe and supportive environment. Steps taken to support students during this time will be carried out in collaboration with the student first, then the parent, with careful consideration given to student data privacy and consent. If appropriate, school administration and staff shall work with any such students and their parents/guardians (based on the student's individual needs) to identify which steps will create the conditions necessary to make the transition experience as positive as possible. Based on this work, Intermediate District 917, the student, and parents/guardians will create a tailored gender transition plan that ensures the school environment remains both safe and supportive of the student. Because each possible plan will be highly individualized, the plan will be developed in collaboration with the student, parent/guardian, school principal, Executive Director of Student Services and/or additional appropriate school staff.

V. NAMES AND PRONOUNS USAGE

Students have the right to be addressed by a preferred name and by a pronoun corresponding to their gender identity. A court-ordered name or gender change is not required, and a student need not change official records in order to have this right honored by all members of the school community. Official records must identify a student with their legal name and assigned gender, unless the student has legally changed their name.

VI. DRESS CODE

Students have the right to dress and must be in accordance with their gender identity, within the constraints of the dress code specified in the Student handbook or policy. School staff will not enforce the school's dress code more strictly toward transgender and gender nonconforming students than other students. Intermediate School District 917 will not require gender stereotypical fashion or dress. Intermediate School District 917 will avoid the use of gender pronouns when describing dress in its dress code.

VII. GENDER-SEGREGATED ACTIVITIES, RULES, POLICIES AND PRACTICES

Intermediate School District 917 shall evaluate all gender-based activities, curricula, rules, policies, and practices, including but not limited to classroom activities, school ceremonies, and school photos, and maintain only those that have a clear and sound pedagogical purpose. In situations where students are segregated by gender, students have the right to participate in any such activities or conform to any such rule, policy, or practice in a manner that aligns with their gender identity consistently asserted at school.

All students, regardless of their gender identity, have the right to participate fully in overnight trips and other activities. In all cases, the school has an obligation to maintain the privacy of all students and cannot disclose or require the disclosure of the student's transgender status to the other students or the parents/guardians of other students.

VIII. PHYSICAL EDUCATION CLASSES

All students have the right to participate in physical education classes in a manner that aligns with their gender identity.

IX. ACCESS TO RESTROOMS, LOCKER ROOMS, AND CHANGING AREAS

Each student shall be granted access to restrooms, locker rooms, and changing areas that align with the student's gender identity. Any student who has a need or desire for increased privacy, regardless of the underlying reason, shall be provided access to a reasonable alternative, but no student shall be required to use such a facility.

X. PRIVACY

All students have a right to privacy. A student's transgender or gender nonconforming status is private information. Related information, such as the student's legal name, may also constitute private information. Information regarding a student's transgender or gender nonconforming status may also be confidential medical information. Disclosing this information to other students, other students' parents, or other third parties may violate privacy provisions in certain laws, such as the federal Family Educational Rights and Privacy Act (FERPA) and the Minnesota Government Data Practices Act. Disclosure of this information to school employees is also limited to those employees who have a legitimate educational reason for obtaining the information. Other disclosure may occur as allowed by exceptions to FERPA or the Minnesota Government Data Practices Act.

Intermediate School District 917 shall keep private all personal information relating to transgender and gender nonconforming students in accordance with Board Policy 515 and applicable laws. School staff is prohibited from disclosing information that may reveal a student's transgender status to others, including other students' parents and other school staff, unless legally required to do so or when written permission has been given by the parent(s)/guardian(s) or the student who is over 18 years of age.

Transgender and gender nonconforming students have the right to discuss and express their gender identity and gender expression openly and to decide when, with whom, and how much private information to share. The fact that a student chooses to disclose their transgender status to staff or other students does not authorize school staff to disclose other private information about the student.

Legal Reference:

Minn. Stat. § 121A.04 (Athletic Programs; Sex Discrimination)

Minn. Stat. . § 121A.031 (Safe and Supportive Minnesota Schools Act)

Minn. Stat. § 121A.03, subd. 2 (Sexual, Religious and Racial Harassment and Violence Policy)
Minn. Stat. § 363A (Minnesota Human Rights Act)
20 U.S.C. §§ 1681-1688 (Title IX of the Education Amendments of 1972)
34 C.F.R. Part 106 (Implementing Regulations of Title IX) *Montgomery v. ISD No. 709*, 109
F.Supp. 2d 1081, 1093 (D. Minn. 2000).

Cross References:

Policy 102 (Equal Educational Opportunity)
Policy 103 (Bullying Prohibition Policy)
Policy 108 (Hazing Prohibition)
Policy 113 (Bullying Prohibition)
Policy 505 (Student Disability Nondiscrimination)
Policy 506 (Student Sex Nondiscrimination)
Policy 541 (Student Behavior)
Policy 581 (Protection and Privacy of Pupil Records)
Minnesota State High School League Official Handbook 300.00 Bylaws: Administration of
Student Eligibility



Intermediate School District 917

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

TO: Intermediate School District 917 School Board members
FROM: Dr. Michael Favor, Superintendent
DATE: April 4th, 2023
REGARDING: Review and approval of temporary work agreements and other employee earnings

Pertinent Facts:

- Temporary employee agreements and other earnings outside of union or non-union contracts must be reviewed and approved by the board each fiscal year. These reports are brought to the board quarterly.
- Enclosed for your review and approval is the temporary work agreements (TWA's) third quarter report January 1, 2023 through March 31, 2023, totaling is \$8,372.59. Costs incurred are from trainings, meetings outside of workday, homebound and student supports (see TWA Q3 report for further details). These expenditures are down in comparison to Q2 by (\$46,293.77).
- In addition to the TWA's, the district has other employee earnings third quarter report January 1, 2023 through March 31, 2023, totaling \$14,394.25. The costs incurred are from trainings on PCM, Due Process, referral bonuses and misc. (see Other Employee Earnings Q3 for further details). These expenditures are down in comparison to Q2 by (\$994.12).

Recommendation: Board approval recommendation to approve the TWA's and the other earnings reports in the amount of \$22,766.84.

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

Last Name	First Name	Position/Title	Assignment	Details of Assignment	Assignment Start Date	End Date	# of Work Days	Hours Per Day	Total # of Hours	Hourly Rate	Est. Total Amount
Wilson	Lori	SPED Teacher	Extra Duty	Stayed after work hours to complete intake	1/6/2023	1/6/2023	1	1	1	40.18	\$ 40.18
Wilczyk	James	Lead Teacher	Extra Duty	Extra Duty	1/9/2023	6/9/2023	7	1	7	18.81	\$ 131.67
Dietrich	Megan	SLI - Interpreter	Extra Duty	Prep for play at Dist 6 Secondary Theatre	1/10/2023	1/31/2023	1	3	3	27.07	\$ 81.21
Toay	Gretchen	SLI - Interpreter	Extra Duty	Prep for play at Dist 6 Secondary Theatre	1/10/2023	1/31/2023	1	3	3	33.09	\$ 99.27
Ellis	Lauren	Classroom Assistant	CA	Choir concert for student	1/12/2023	1/12/2023	1	2	2	21.16	\$ 42.32
Bruels	Katelyn	"KJ Intervener Assistant	Extra Duty	IA for KAT - LC Choir	1/18/2023	4/7/2023	12	0.5	6	23.62	\$ 141.72
Tarmann	Phillip	Mental Health Practitioner	Extra Duty	Stay after work hours for an IEP meeting	1/30/2023	1/30/2023	1	0.75	0.75	54.94	\$ 41.21
Wilson	Lori	SPED Teacher	Extra Duty	Stay after hours for an IEP meeting	1/30/2023	1/30/2023	1	0.75	0.75	40.18	\$ 30.14
Mares	Craig	SPED Teacher	Teacher	Had to stay late due to late student pickup	1/31/2023	1/31/2023	1	1	1	62.34	\$ 62.34
Winkler	Rita	Nurse	Nurse	Skills Check off in Medical Careers	1/31/2023	5/31/2023	15	6	90	30	\$ 2,700.00
Platz	Ashley	Classroom Assistant	Extra Duty	PCM training prep	2/1/2023	6/30/2023	7	2	14	21.93	\$ 307.02
Ellis	Lauren	Classroom Assistant	Extra Duty	Choir concert for student	2/9/2023	2/9/2023	1	2	2	21.16	\$ 42.32
Hoelscher	Justin	Lead Teacher	Lead Teacher	Evaluation and IEPs for a staff on maternity leave	2/10/2023	2/24/2023	1	4	4	34.27	\$ 137.04
Stoesz	Heather	SLP - Speech Language	Extra Duty	Extra Duty student meetings outside of contract day	2/13/2023	6/9/2023	3	1	3	59.83	\$ 179.49
Gasior	Jamie	Program Assistant	Training	Threat and Safety Meeting	2/16/2023	2/16/2023	1	1	1	30.17	\$ 30.17
Anderson	Nicole	Program Assistant	PA	To help with student evaluation	2/22/2023	4/7/2023	18	0.5	9	21.93	\$ 197.37
Kath	Tanya	Program Assistant	PA	Support during student evaluations	2/22/2023	4/7/2023	18	0.5	9	21.93	\$ 197.37
Kneer	Adam	Program Assistant	PA	To help support with a student evaluation	2/22/2023	4/7/2023	5	0.5	2.5	21.93	\$ 54.83
Perkins	Travis	Program Assistant	PA	To help support with a student evaluation	2/22/2023	4/7/2023	5	0.5	2.5	20.62	\$ 51.55
Larsen	Betsy	SPED Teacher	Teacher	Homebound services for Cole Carlson	3/1/2023	6/8/2023	14	1.25	17.5	58	\$ 1,015.00
Mayes	Emma	SPED Teacher	Teacher	Homebound services for Kollette Kinsley	3/8/2023	6/8/2023	13	3.75	48.75	35.54	\$ 1,732.58
Savage	Dawn	SLI - Interpreter	Extra Duty	Interp bef/aft sch act for Dist 271 stu	3/10/2023	6/9/2023	5	2	10	35.09	\$ 350.90
Ellis	Lauren	Classroom Assistant	Extra Duty	Choir concert for student	3/13/2023	3/13/2023	1	2.25	2.25	21.16	\$ 42.32
Platz	Ashley	Classroom Assistant	Training	supine upgrade	3/21/2023	3/21/2023	1	6	6	21.93	\$ 131.58
Swanson	Jamie	SPED Teacher	Extra Duty	Coverage for Don Williams, out for Surger	3/22/2023	4/14/2023	5	1.25	18.75	28.41	\$ 533.00

Q3
Total \$ 8,372.59

Intermediate School District 917
Accounts Receivable Aged Report As of 3/28/23

Member Districts	31-60 Days	61-90 Days	Over 90 Days	Totals
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
Totals	\$ -	\$ -	\$ -	\$ -
All Others				
MDE	\$ -	\$ -	\$ 343,944.59	\$ 343,944.59
Misc employee receivables	\$ -	\$ -	\$ 2,043.74	\$ 2,043.74
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
Totals	\$ -	\$ -	\$ 345,988.33	\$ 345,988.33
Grand Total	\$ -	\$ -	\$ 345,988.33	\$ 345,988.33
Total Receivables				\$ 354,949.93

Prepared by: T. Welch



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2023-2024 Academic Calendar Proposal Rationale

Dear ISD 917 School Board,

March 28, 2023

On behalf of the ISD 917 2023-2024 Calendar Committee, I share with you our proposal for the [2022-2023 ISD 917 Academic Calendar](#). This year's diverse committee demonstrated all of ISD 917's core values throughout the process. I thank them all for their time, commitment, and willingness to think critically and creatively to ensure we created a calendar that met all the necessary parameters and centered our core values.

Key Considerations for Calendar Development:

- Member district calendars
- MN Statute 120A.41 (outlines required instructional time for students K-12)
- ISD 917 staff contracts
- Federal, state, and cultural holidays
- Student and staff mental health
- District Mission, Vision, & Core Values
- Individual program needs
- Professional development
- Semesters, quarters, & DCALS mods

In this calendar, we have:

- 173 school days for students (per ISD 917 staff contracts, we must have 173-175)
- 185 work days for licensed instructional staff (+ additional 1 or 2 days for new staff)
- 1st day of school - 9/5/23
- Last day of school - 6/6/24
- Fall and spring conferences
- Additional holiday observance for students and instructional staff - 9/25/23 (Yom Kippur)
- An additional professional development day for licensed staff - 2/20/24
- Swapped dates for Cedar School conferences and school day due to elections held at Cedar School (11/7/23 and 11/10/23)
- 3 school days off for Thanksgiving break
- 6 school days off for winter break

ISD 917 Vision

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ISD 917 Core Values

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

- 5 school days off for spring break
- Paraprofessional and Interpreter professional development days aligned with member districts within which they work

Thank you for your consideration of this proposal!

Sincerely,

Marci Levy-Maguire

ISD 917 Communications, Innovation, & Public Relations Coordinator

On behalf of the 2023-2024 Calendar Committee:

Chris Devine, Secondary Schools Principal

Lauren Kelly, Human Resources Coordinator

Lori Klein, Special Education Dean

Marci Levy-Maguire, Communications, Innovation, & Public Relations

Erin Sanford, DCALS Teacher

Melissa Schaller, Executive Director of Student Services

Irene Schultz-Albert, Itinerant Teacher

Hannah Simmons, Board Director

Teresa Stiff, Paraprofessional

Sara Tuvey, Special Education Teacher

Mike Zickrick, Special Education Teacher

2023-2024 Intermediate School District 917 Calendar



July 2023						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

July	
4	Holiday Observance
5-31	JSC in session

0 student days/0 staff days

January 2024						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

January	
1	Holiday Observance (No school for students or staff)
15	Holiday Observance (No school for students or staff)
25	End of Q2
26	Prof. Dev. - All licensed staff (No school for students)

20 student days/21 staff days

August 2023						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

August	
1-4	JSC in session
22	Prof. Dev. - 1st year licensed staff
23	Prof. Dev. - 1st & 2nd year licensed staff
28	Prof. Dev. - All licensed staff
29	Prof. Dev. - All licensed staff
30	Prof. Dev. - All staff
31	Prof. Dev. - All staff

0 student days/4, 5, or 6 staff days

February 2024						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		

February	
19	Holiday Observance (No school for students or staff)
20	Prof. Dev. - All licensed staff (No school for students)

19 student days/20 staff days

September 2023						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

September	
1	Prof. Dev. - All licensed staff
4	Holiday Observance (No school for students or staff)
5	First day of school
25	Holiday Observance (No school for students or staff)

18 student days/19 staff days

March 2024						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

March	
25	Spring Break (No school for students or staff)
26	Spring Break (No school for students or staff)
27	Spring Break (No school for students or staff)
28	Spring Break (No school for students or staff)
29	Spring Break (No school for students or staff)

16 student days/16 staff days

October 2023						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

October	
18	Prof. Dev. - All staff (No school for students)
19	MEA Week (No school for students or staff)
20	MEA Week (No school for students or staff)

19 student days/20 staff days

April 2024						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

April	
4	End of Q3
5	Prof. Dev. - All Secondary licensed staff (No school for DCALS or CTE students)
11	Special Education Fall Conferences (Evening)
12	Special Education Fall Conferences (Daytime)
	(No school for Special Education students)

21 student days/22 staff days

November 2023						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

November	
7	CEDAR SCHOOL Fall Conferences (No school for CEDAR SCHOOL students only)
9	Special Education Fall Conferences (Evening); End of Q1
	Special Education Fall Conferences (Daytime) &
10	Prof. Dev. - All licensed Secondary Staff (No school for Students - EXCEPT CEDAR)
22-24	Holiday Observance (No school for students or staff)

18 student days/19 staff days

May 2024						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

May	
27	Holiday Observance (No school for students or staff)

22 student days/22 staff days

December 2023						
Su	M	Tu	W	Th	F	Sa
				1	2	
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

December	
25	Winter Break (No school for students or staff)
26	Winter Break (No school for students or staff)
27	Winter Break (No school for students or staff)
28	Winter Break (No school for students or staff)
29	Winter Break (No school for students or staff)

16 student days/16 staff days

June 2024						
Su	M	Tu	W	Th	F	Sa
					1	
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

June	
6	Last day of school; End of Q4
7	Prof. Dev. - All licensed staff (5 day) & JSC in session
10-14	JSC in session
17	JSC in session
18	Prof. Dev. - JSC staff only
19	Holiday Observance (No school for students or staff)

4 student days/4.5 staff days

2023-2024 # of Days per Month					
	Special Education Students	Secondary Students	Special Education Licensed Staff	Secondary Licensed Staff	Non-Licensed Staff
August	0	0	4	4	2
September	18	18	19	19	18
October	19	19	20	20	20
November	18	18	19	19	18
December	16	16	16	16	16
January	20	20	21	21	20
February	19	19	20	20	20
March	16	16	16	16	16
April	21	21	22	22	21
May	22	22	22	22	22
June	4	4	4.5	4.5	4
July	0	0	0	0	0
TOTAL	173	173	183.5	183.5	177
	**Cedar students will have conferences on 11/7 and school on 11/10.		1st year = +2 2nd year = +1 All = +1.5 for evening events		Paraprofessionals in member district buildings follow member district PD calendars (see below)

Secondary MOD/Quarter/Semester Dates

	1st Day	Last Day	Total # of School Days Per MOD	Quarter	Total # of School Days Per Quarter	Semester	Total # of School Days Per Semester
Mod #1	9/5/23	9/22/23	14	1	44	1	88
Mod #2	9/26/23	10/17/23	16				
Mod #3	10/23/23	11/9/23	14				
Mod #4	11/13/23	12/1/23	12	2	44		
Mod #5	12/4/23	12/22/23	15				
Mod #6	1/2/24	1/25/24	17				
Mod #7	1/29/24	2/16/24	15	3	42	2	85
Mod #8	2/21/24	3/8/24	13				
Mod #9	3/11/24	4/4/24	14				
Mod #10	4/8/24	4/26/24	15	4	43		
Mod #11	4/29/24	5/17/24	15				
Mod #12	5/20/24	6/6/24	13				
TOTAL			173		173		173

Paraprofessional and Interpreter Professional Development Days

ISD 917 – 10/18/23	ISD 192 – 12/1/23	ISD 199 – 10/18/23
SSD 6 – 10/9/23	ISD 194 – 10/18/23	ISD 200 – 10/18/23
ISD 191 – 11/7/23	ISD 197 – 10/2/23	ISD 271 – 10/18/23

RESOLUTION

Member _____ introduced the following resolution and moved its adoption:

RESOLUTION RELATING TO THE TERMINATION AND NONRENEWAL OF THE TEACHING CONTRACTS OF LINDSEY ANDERSON, KAYLA BUCHMAN, LEXI CANEDY, JULIE GOMES, MICHELLE HERRON, MARK HOORNBECK, SARA HENRY, JESSICA HEREFORD, LISA KENT, MORGAN KENNEALY, ALY KNADEL, KATIE LAUER, LISA MAYER, CAROLINE PETERSON, ANTHONY QUIGLEY, URSULA RUMANN, TY SANDFORD, AMBER SCHERER, JAMIE SWANSON, JENNIFER THAMES, MANDI THILL, ASHLEY WARD, JAMES WILCYZK, LORI WILSON, ANNA ZAPPETILLO

WHEREAS, **LINDSEY ANDERSON, KAYLA BUCHMAN, LEXI CANEDY, JULIE GOMES, MICHELLE HERRON, MARK HOORNBECK, SARA HENRY, JESSICA HEREFORD, LISA KENT, MORGAN KENNEALY, ALY KNADEL, KATIE LAUER, LISA MAYER, CAROLINE PETERSON, ANTHONY QUIGLEY, URSULA RUMANN, TY SANDFORD, AMBER SCHERER, JAMIE SWANSON, JENNIFER THAMES, MANDI THILL, ASHLEY WARD, JAMES WILCYZK, LORI WILSON, ANNA ZAPPETILLO** are probationary teachers in Intermediate School District 917.

BE IT RESOLVED by the School Board of Intermediate School District No. 917, that pursuant to Minnesota Statutes 122A.40, Subdivision 5, that the teaching contracts of **LINDSEY ANDERSON, KAYLA BUCHMAN, LEXI CANEDY, JULIE GOMES, MICHELLE HERRON, MARK HOORNBECK, SARA HENRY, JESSICA HEREFORD, LISA KENT, MORGAN KENNEALY, ALY KNADEL, KATIE LAUER, LISA MAYER, CAROLINE PETERSON, ANTHONY QUIGLEY, URSULA RUMANN, TY SANDFORD, AMBER SCHERER, JAMIE SWANSON, JENNIFER THAMES, MANDI THILL, ASHLEY WARD, JAMES WILCYZK, LORI WILSON, ANNA ZAPPETILLO**, probationary teachers in Intermediate School District No. 917, are hereby terminated at the close of the current 2022-2023 school year.

BE IT FURTHER RESOLVED that written notice be sent to said teachers regarding termination and nonrenewal of contract as provided by law, and that said notice shall be in substantially the following form:

NOTICE OF TERMINATION AND NONRENEWAL

NAME
STREET
CITY, STATE ZIP

Dear NAME:

You are hereby notified that at a meeting of the School Board of Intermediate School District No. 917 held on April 4, 2023, a resolution was adopted by a majority roll call vote of the Board to terminate your contract effective at the end of the current school year and not to renew your contract for the 2023-2024 school year. Said action of the Board is taken pursuant to M.S. 122A.40, Subd. 5.

You may officially request that the School Board give its reasons for the nonrenewal of your teaching contract. However, such request must be received within ten days after the receipt of this notice.

Yours very truly,

SCHOOL BOARD OF
INTERMEDIATE SCHOOL DISTRICT NO. 917

Clerk of the School Board

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

Whereupon said resolution was declared duly passed and adopted.

Dated: _____