

# Organizational and Regular School Board Meeting

Tuesday, January 9, 2024 5:45 PM

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

- I. **Call to Order - Past Chair Cindy Nordstrom**
- II. **Pledge of Allegiance - This was conducted in the Board Work Session.**
- III. **Review and Approve the Agenda - Past Chair Cindy Nordstrom**
- IV. **Visitors Opportunity to be Heard - Past Chair Cindy Nordstrom**
- V. **Oath of office administered to reelected Board members from Inver Grove Heights and West St. Paul/Mendota Heights/Eagan, and new Board member from Hastings Mark Zuzek and Monica Weber from South St. Paul - Linda Berg**
- VI. **Election of officers - Past Chair Cindy Nordstrom**
  - VI.A. Election of Chair
  - VI.B. Election of Vice-Chair
  - VI.C. Election of Clerk
  - VI.D. Election of Treasurer
- VII. **Establish dates and times for the 2024 School Board Meetings - Chair**
- VIII. **Designate official newspaper - Chair**
- IX. **Set level of compensation for School Board Members - Chair**
- X. **Resolution adopting finance and operations procedures - Nicolle Roush**
- XI. **Review Memorandum of Agreement with Member Districts - Dr. Michael Favor**
- XII. **Review Board Committee and Representative Assignments - Chair**
- XIII. **Updates from Student Services - Dr. Melissa Schaller (Communications)**
- XIV. **Executive Director of Business Services Reports - Nicolle Roush (Stewardship)**
  - XIV.A.
    - Investment Reports
    - Wire Transfers
    - Bills
- XV. **Consent Items - Chair Cindy Nordstrom (Communications)**
  - XV.A.
    - Minutes
    - Personnel
    - Donations
      - o \$1000 from Anderson Living Trust (David Anderson)

- o \$26.68 Excel Images
- Policies
  - o 413 Harassment & Violence
  - o 416 Drug, Alcohol, & Cannabis Testing

**XVI. Reports**

XVI.A. Approve Audit for 2022-2023 - Jim Eichten - MMRK

XVII. **New Business - Chair (Collaboration)**

XVII.A. Approve Temporary Employee Report - Nicolle Roush

XVII.B. Review Accounts Receivable Aging Report - Nicolle Roush

XVII.C. Appoint Calendar Committee Representative - Dr. Michael Favor

XVII.D. Approve Paraprofessional Week January 22-26, 2024, Proclamation and Resolution - Dr. Michael Favor

XVII.E. Approve Teachers' Contract for 2023-2025 - Dr. Michael Favor

XVIII. **Approve Memorandums of Understanding for Sick & Safe Leave - Nicolle Roush**

XIX. **Policies - Supt. Dr. Michael Favor (Integrity)**

XX. **Adjournment**



**Intermediate School District 917**

*Purposeful. Personalized. Partners.*

1300 145th Street East, Rosemount, MN 55068

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

**Intermediate School District 917 - 2024 School Board Meeting Dates**

**DRAFT**

*Approved January \_\_\_\_\_*

Month	Meeting Day	Meeting Date	Time	Meeting Type
2023				
January	Tuesday	1/9/2023	4:45pm-5:45pm 5:45pm-6:15pm	Work Session Organizational & Regular Meeting
February		2/6/2024	4:45pm-5:45pm 5:45pm-6:15pm	Work Session Regular Meeting
March		3/5/2024	4:45pm-5:45pm 5:45pm-6:15pm	Work Session Regular Meeting
April		4/2/2024	4:45pm-5:45pm 5:45pm-6:15pm	Work Session Regular Meeting
May		5/7/2024	4:45pm-5:45pm 5:45pm-6:15pm	Work Session Regular Meeting
June		6/11/2024	4:45pm-5:45pm 5:45pm-6:15pm	Work Session Regular Meeting
July	Tuesday	7/9/2024	4:45pm-5:45pm 5:45pm-6:15pm	Work Session Regular Meeting
August		8/6/2024	4:45pm-5:45pm 5:45pm-6:15pm	Work Session Regular Meeting
September		9/3/2024	4:45pm-5:45pm 5:45pm-6:15pm	Work Session Regular Meeting
October		10/1/2024	4:45pm-5:45pm 5:45pm-6:15pm	Work Session Regular Meeting
November		11/12/2024	4:45pm-5:45pm 5:45pm-6:15pm	Work Session Regular Meeting
December		12/3/2024	4:45pm-5:45pm 5:45pm-6:15pm	Work Session Regular Meeting
January 2025		1/14/2025	4:45pm-5:45pm 5:45pm-6:00pm 6:00pm-6:30pm	Work Session Organizational Session Regular Meeting

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



Linda Berg  
 Intermediate School District 917

Hi Linda Berg,

Thank you for the opportunity to bid on the public notice publications for Intermediate School District 917.

The Saint Paul Pioneer Press is a Daily Newspaper located in Saint Paul, MN, primarily serving Ramsey, Dakota, Washington, and Anoka counties and Western Wisconsin.

Our Legal Publication rates for all notices for 2024 are as follows:

\$7.28 per column inch per publication (this = \$0.52 per line, there are 14 lines per column inch)

Sunday full circulation is 136,492 – however, you may publish a notice on any day of the week.

**Deadline to submit legal notices (please note, holidays will have early deadlines):**

<b>Deadlines for Liner (text only) ads.</b>	
<b>Publication day</b>	<b>Deadline to submit materials</b>
Monday	Friday 4 pm
Tuesday	Monday 12 pm
Wednesday	Tuesday 12 pm
Thursday	Wednesday 12 pm
Friday	Thursday 12 pm
Saturday	Friday 11 am
Sunday	Thursday 4 pm

<b>Deadlines for Display ads.</b>	
Notice includes chart, graphics, map, or any special formatting.	
<b>Publication day</b>	<b>Deadline to submit materials.</b>
Monday	Friday 3 pm
Tuesday	Monday 11 am
Wednesday	Tuesday 11 am
Thursday	Wednesday 11 am
Friday	Thursday 11 am
Saturday	Friday 10 am
Sunday	Thursday 3 pm

All legal notices should be emailed to [legals@pioneerpress.com](mailto:legals@pioneerpress.com). Once we receive your request, you'll receive a confirmation email and will be contacted shortly. You will be emailed a proof (which includes the cost) and an affidavit will be emailed within 7 days of publication.

Thank you for considering the Saint Paul Pioneer Press as the official legal newspaper for Intermediate School District 917. Please let me know if you have any questions, we look forward to partnering with you in the coming year.

Thank you,

True Lee – Advertising  
[tlee@pioneerpress.com](mailto:tlee@pioneerpress.com)





December 11, 2023

Intermediate School District 917  
Mr. John Christiansen, Superintendent  
1300 - 145th Street East  
Rosemount, MN 55068

Dear Mr. Christiansen:

Please accept the following bid from the **Dakota County Tribune** for legal newspaper designation for School District 917. This newspaper is qualified by the State of Minnesota as a legal newspaper under Minnesota Statutes Section 331A.02, Subd. 1.

The following rate structure for legals is effective January 1, 2024:

First insertion:	<b>\$12.25</b> per column inch
Characters per inch:	<b>320</b>
Lines per inch:	<b>9</b>

A notarized affidavit will be provided for each notice published. A \$20 charge will be assessed on legal notices that require typing. All published legal notices are posted on the **Dakota County Tribune** website at no additional charge.

The **Dakota County Tribune** is published weekly on Thursdays. The deadline is 2:00 p.m. on Thursday for publication the following Thursday. Early deadlines apply the week of a holiday. Please email legal notices to [publicnotice@apgecm.com](mailto:publicnotice@apgecm.com).

Thank you for considering the **Dakota County Tribune** as the official newspaper for School District 917 for the upcoming year. We appreciate the opportunity to serve the needs of your district.

Sincerely,

A handwritten signature in blue ink that reads 'Tonya Orbeck'.

Tonya Orbeck  
Adams Publishing Group  
Legal Notice Department Manager  
763-691-6001

**2022-2023 2024 SCHOOL YEAR**  
**MEMBER DISTRICT SCHOOL BOARD**  
**SALARY INFORMATION**  
(Information Revised December 2023)

<b>DISTRICT</b>	<b>SALARY</b>	<b>POSITION</b>	<b>ADDITIONAL BENEFITS</b>
#191 Burnsville <i>(Burnsville meets the 2<sup>nd</sup> and 4<sup>th</sup> Thursday at 6:30 P.M.)</i>	\$5400 \$6000	Board Members Chair	PERA defined contribution plan
#200 Hastings <i>(Work sessions 1<sup>st</sup> or 2<sup>nd</sup> Tuesday each month at 6 PM)</i> <i>(Hastings meets on the 2<sup>nd</sup> and 4<sup>th</sup> Wednesdays at 6:00 P.M.)</i>	\$4250 \$4750	Board Members Chair	\$50,000 Life Insurance Free, Group Medical/Hospital, Dental Insurance—can be purchased at own expense. Receive Board’s contribution toward PERA defined contribution plan.
#6 So. St. Paul <i>(So. St. Paul meets on the 2<sup>nd</sup> and 4<sup>th</sup> Monday at 7:15 P.M.)</i>	\$4900 \$5400	All Board Members Chair	
#199 IGH <i>(IGH meets on the 2<sup>nd</sup> and 4<sup>th</sup> Monday at 5:30 P.M.)</i>	\$4800 \$5400	Board Members Chair	PERA defined cont. plan.
ISD #197  <i>(West St. Paul meets on the 1<sup>st</sup> at 6:00 PM (regular meeting) and 3<sup>rd</sup> Monday (Board/work session) at 5:00 P.M.)</i>	\$5100 \$5800	Board Members Chair	
#194 Lakeville <i><b>As of July 1, 2023 through December 31, 2023 the School Board will get paid \$1)</b></i> <i>(Lakeville meets the 2<sup>nd</sup> and 4<sup>th</sup> Tuesday, at 7:00 P.M.)</i>	\$6750	All Board Members	\$50/month Chair stipend
#192 Farmington  <i>(Farmington meets the 2<sup>nd</sup> and 4<sup>th</sup> Monday, at 5:30 P.M.)</i>	<del>\$4670</del> <b>\$4750</b> <del>\$5810</del> <b>\$5897</b> <del>\$5240</del> <b>\$5319</b>	Board Members Chair Vice-Chair	No stipends.
#195 Randolph <i>(Randolph meets on the 3<sup>rd</sup> Monday, at 7:00 P.M.)</i>	\$100 per meeting \$180 per year	Board Members Officers	Only paid for meetings attended & Comt. Mtgs.
#271 Bloomington  <i>(Bloomington meets the 2<sup>nd</sup> and 4<sup>th</sup> Mondays for regular Board meetings and holds the 3<sup>rd</sup> Monday for meeting or study sessions. Meetings start at 7:00 PM. Expense allocations lowered to \$750 down from \$1,000.</i>	\$9600 \$10,800	Board Members Chair	
#917 Intermediate <i>(ISD 917 meets on the 1<sup>st</sup> Tuesday, at 4:30 P.M.)</i>	\$5000 \$5500	Board Members Chair	A stipend of \$30 for the Personnel and Insurance Committee members only and an additional \$30 if the meeting goes over two hours. May choose to receive Board’s contribution toward PERA defined contribution plan.

**2022-2023 SCHOOL YEAR  
NON-MEMBER DISTRICT SCHOOL BOARD  
SALARY INFORMATION**

<b>DISTRICT</b>	<b>SALARY</b>	<b>POSITION</b>	<b>ADDITIONAL BENEFITS</b>
#252 Cannon Falls Area Schools	\$1250	All board Positions	Travel and conferences paid according to school district policy.
#659 <i>No change</i> Northfield <i>(Northfield meets the 2<sup>nd</sup> and 4<sup>th</sup> Mondays at 6:00 P.M.)</i>	\$3300 \$3900	All Board Members Chair	Travel and other expenses paid in accordance with school district policy.
#196 Rosemount/Apple Valley/Eagan <i>(196 usually meets on the 2<sup>nd</sup> and 4<sup>th</sup> Mondays at 6:00 PM)</i>	\$9000 \$9900	All Board Members Chair	Board members may, at their discretion, receive \$125 per diem to be paid in 4 & 8 hour increments for time-consuming committees
#719 Prior Lake	\$6000 \$6500 \$6300 \$6300	plus \$20 for special meetings – Board Members Chair Treasurer/Clerk Vice-Chair	Certified Negotiator receives \$50 per meeting

# ISD 917

## Intermediate School District #917 School Board

### Resolution Pertaining to Business Operations

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

RESOLVED, that the School Board of Intermediate School District 917 accept the following actions pertaining to business operations, as indicated below:

WHEREAS, the Executive Director of Business Services recommends the designation of depositories; and

THEREFORE BE IT RESOLVED, that Intermediate School District 917 and the School Board designates Wells Fargo as the General/Building Funds depository, direct payroll deposits and for investments; and Minnesota School District Liquid Asset Fund for investments; and

WHEREAS, the Executive Director of Business Services is authorized to make short-term investments; and

WHEREAS, the Executive Director of Business Services is authorized to use facsimile signatures of Board officials and to use existing stamps, if needed, until new ones can be obtained; and

WHEREAS, the Executive Director of Business Services is authorized to perform the duties of clerk and treasurer as provided in Minn. Stat. § 123.34, Subd. 1; and

WHEREAS, the Executive Director of Business Services is authorized to make electronic transfer of funds; and

WHEREAS, the Executive Director of Business Services is authorized to lease/purchase, and contract for goods and services within the Board approved budget. Formal bids must be specifically authorized by the Board in accordance with Minn. Stat. § 123.37, Subd. 1.a.

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

\_\_\_\_\_, and voting against the same: \_\_\_\_\_  
Whereupon said resolution was declared duly passed and adopted. (Addendum \_\_.)

Whereupon said resolution was declared duly passed and adopted.

Date Board Approved:

**MEMORANDUM OF AGREEMENT  
INTERMEDIATE SCHOOL DISTRICT NO. 917**

This Memorandum of Agreement was entered into on the dates indicated herein below by and between the following Independent School Districts: Special School District #6, Inver Grove Heights #199, West St. Paul/Mendota Heights/Eagan #197, Randolph #195, Lakeville #194, Farmington #192, Burnsville #191, and Hastings #200, and Bloomington #271 (said parties hereinafter generally referred to as "members") and Intermediate School District 917 ("District" or "service provider").

**WITNESSETH THAT:**

**WHEREAS**, the members are organized for the purpose of providing public school education, and

**WHEREAS**, each of the members is interested in cooperating with other members in the delivery of educational services and in receiving services from the District; and

**WHEREAS**, the members are eligible to organize a joint school board pursuant to Minnesota Statutes § 136D.81 et seq., and Minnesota Statutes § 471.59 for such purposes; and

**WHEREAS**, the members first agreed to cooperate and organize a joint school board in 1970; and

**WHEREAS**, the members have jointly and cooperatively organized a school district referred to as Intermediate District 917 pursuant to the broad authority contained in Minnesota Statutes § 136D.81 et seq. and other applicable statutes; and

**WHEREAS**, the members have jointly and cooperatively organized a school board referred to as the Board of Intermediate District 917 pursuant to the broad authority contained in Minnesota Statutes § 471.59 and other applicable statutes; and

**WHEREAS**, the member districts wish to renew their commitment to cooperate in the context of current law and practice and to continue to receive services through the District:

**NOW, THEREFORE**, each of the parties to this Memorandum certifies to and agrees with the other parties as follows:

1. Purpose of Agreement. To continue to jointly and cooperatively deliver educational services through Intermediate District 917 for the benefit of the member districts and students.
2. Authority of Members. Each member signatory to this Memorandum has been duly authorized by its school board to execute this agreement and has complied with Minnesota Statutes § 136D.85 and 136D.93.
3. Member Representatives. Each member shall have one representative on the Board who shall be appointed by the school board of such member and shall serve for three years. On or before June 15 of each succeeding year in which its representative's term shall expire, a member district shall appoint one representative to serve for a three-year term. Each such representative shall be a voter in the school district by which he or she is appointed.

4. Board Powers. The Board has the following rights, powers, and privileges, in accordance with applicable laws, rules and regulations:
  - A. At the Board's annual meeting, the Board will review the Memorandum of Agreement and will elect a chair, a vice-chair, a clerk, and a treasurer who shall serve until the next annual meeting of the Board.
  - B. To adopt bylaws concerning the following: powers and duties of the Board, the date of the annual meeting of the Board, special meetings of the Board, duties of the officers, voting procedures, quorums, filling of vacancies in the position of representative and such other matters of organization, form and procedure which the Board may deem necessary.
  - C. To exercise all of those rights, powers and privileges conferred by statute on the individual members and the Intermediate District.
  - D. To function as an entity separate and apart from any of the members in furtherance of their joint interests and intentions.
  - E. To fulfill the District's mission to serve as the best resource of specialized services to ensure that each member district can meet the unique learning needs of its students.
  - F. Any and all of the powers, duties and functions described herein above may be performed by any committee pursuant to the bylaws of the Board or by specific resolution of the Board.
5. Tuition. Tuition and fees will be charged for services received from the District in accordance with applicable statutes.
6. Liability. Neither members nor member representatives shall have individual liability for the debts and obligations of the District. Member and member representative liability is determined by law.
7. Withdrawal by any Member. Any member may withdraw from the District and cause its representative to cease to function in such capacity upon written notice given to the Clerk of the Board before February 1 of any year, such notice to be accompanied by a certified copy of an appropriate resolution of the school board of such member authorizing and directing such withdrawal of the member from the Intermediate District. Any such withdrawal by a member shall be effective June 30 of the following fiscal year.
8. Additional Members. Any independent school district as defined in Minnesota Statutes 136D.81 and 136D.93, not signatory hereto, may become a member of the District hereafter upon adoption of a resolution of its school board authorizing

such school district to become a member, upon compliance with the requirements of law and upon complying with and executing this Agreement and any amendments thereto. A certified copy of such resolution shall be furnished to the Clerk of the Board, whereupon such school district shall be deemed to be a member of the Intermediate District.

9. Title. The District shall take title in its name to all property acquired by it.
10. Amendment of Agreement. This Agreement may be amended by a written instrument executed by the member districts who are members of the District at the time of the amendment. The proposed amendment shall be recommended by a member and notice of the proposed amendment and copy thereof shall be sent by mail to each member of the Board not less than sixty (60) days before the proposed effective date of such amendment, which date shall be stated in the amendment. If such amendment is not acceptable to any member, such member's written objections shall be sent to the Clerk of the Board at least 30 days in advance of the proposed effective date of the amendment. The proposed amendment shall not become effective until it has been approved and executed by not less than two-thirds of all member districts.
11. Dissolution of Intermediate District. The District shall continue in existence until two-thirds of its members agree upon dissolution at an annual meeting or special meeting called for the purpose of considering dissolution.
12. Distribution of Assets upon Dissolution. Upon dissolution of the District, any assets remaining after payment or reservation for debts and liabilities shall be divided among all members of the District as a majority of the members of the Board at the time of dissolution may determine in their discretion. To the extent possible all assets of the District shall be converted to cash prior to dissolution.
13. Severability Clause. If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with state or federal law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and the remaining provisions shall remain in full force and effect.
14. Effective Date. This Agreement shall become effective on July 1, 2011.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed on the dates appearing herein below:

Dated: 11/9/2011

**INTERMEDIATE SCHOOL DISTRICT 917**

By *Paul E. Lewis*  
Chair

And *Deborah M. Clark*  
Clerk

Dated: 12/15/2010

**INDEPENDENT SCHOOL DISTRICT 200**

By *John G. Nelson*  
Chair

And *Bradley Stanley*  
Clerk

Dated: 12/13/2010

**SPECIAL SCHOOL DISTRICT 6**

By *John J. Jovich*  
Chair

And *Ann L. ...*  
Clerk

Dated: 12/20/10

**INDEPENDENT SCHOOL DISTRICT 199**

By *[Signature]*  
Chair

And *Keirley*  
Clerk

Dated: 12/6/2010

**INDEPENDENT SCHOOL DISTRICT 197**

By *[Signature]*  
Chair

And *Laura Tattord*  
Clerk

Dated: 12-20-10

**INDEPENDENT SCHOOL DISTRICT 195**

By Larry J. Cochrane  
Chair

And Michael J. [Signature]  
Clerk

Dated: 12-14-2010

**INDEPENDENT SCHOOL DISTRICT 194**

By Judy Keliker  
Chair

And Kathy Lewis  
Clerk

Dated: December 13, 2010

**INDEPENDENT SCHOOL DISTRICT 192**

By [Signature]  
Chair

And Julie A. McKeight  
Clerk

Dated: 12-2-10

**INDEPENDENT SCHOOL DISTRICT 191**

By Michelle Currier  
Chair

And Sandra M. [Signature]  
Clerk

Dated: 4/11/2011

**INDEPENDENT SCHOOL DISTRICT 271**

By [Signature]  
Chair

And Timothy J. Colver  
Clerk

~~2022-2023~~

2024

**INTERMEDIATE SCHOOL DISTRICT 917  
SCHOOL BOARD  
COMMITTEE ASSIGNMENTS**

**COMMITTEE**

**BOARD MEMBER**

PERSONNEL

Tom Bennett  
Lisa Ehleringer  
Kathy Lewis

MSBA Representative  
AMSD

Cindy Nordstrom  
Kathy Lewis

All other committees will be discussed in the Board Work Sessions prior to the Regular Board meetings.

**Executive Director of Student Services**  
**Board Update**  
**January 2024**

**Values**

**Collaboration:** Working together to achieve more collectively.

- Mentor MN: DCALS and CTE are currently collaborating with Mentor MN with a focus on Relationship Centered Schools. They started this process in August and have created an advisory committee that is composed of teachers, academic liaisons, and administration. The purpose of this advisory committee is to complete a landscape analysis and analyze the data to find areas of need and success. The advisory committee will communicate the findings and the next steps to our team once they complete their data dive on January 26th.

On January 26th our team will meet with Mentor MN for a 1.5 hour session to dive into the data and address the focus questions of "how does this data impact staff and students" and "what will be necessary for our team to personalize this work and move it forward?"

**Empathy:** Considering and respecting the perspective and needs of member districts, students, families and staff.

- Paraprofessional Recognition Week: We anticipate that January 22-26, 2024 will be Paraprofessional Recognition Week as declared by Governor Walz. Our site administrators are all planning special events that week for their staff in honor of the hard work they do to ensure we are serving the best interests of our students.

**Innovation:** Ongoing improvement of programs and services.

- Family engagement: At our educational administrative team meeting recently we discussed the 12 hours of our calendar during evening hours typically spent in open houses and conferences. Administrators are gathering feedback for further discussion on how we can engage more effectively with families during this time. We look forward to the ideas people bring forward.

**Stewardship:** Managing financial and human resources carefully and responsibly.

- FY25: Also at our educational administrative team meeting, we began discussions about fiscal year 2025 or the 2024-2025 school year. We will continue the discussion later in the month as people have the opportunity to consider initial thoughts brought forward. We will also be working with our member districts to complete projections.

**Communication:** Multi-dimensional, transparent conversation focused on sharing information and creating a positive learning and working environment.

- Smores: In December, two Smore newsletters were sent. The first was sent [district wide](#) and contained a great deal of information especially about some of our recruitment efforts. Following this newsletter was another sent to [member district directors](#). In addition to sharing some of the same information with them, there was other information shared like details about upcoming professional development for special education leadership teams from our member districts on the topic of Artificial Intelligence.

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

- Tier 2 Teams: As part of our MTSS process, Tier 2 Teams have been developed. The process for implementing these teams was shared at a recent administrative professional development meeting. In summary, the Tier 2 Team is responsible for planning, monitoring, and revising Tier 2 SEL and academic interventions. Students whose needs exceed what is provided through Tier 1 instruction should be considered by this team. This level of need is identified by academic screening and diagnostic data, attendance data, a pattern of major incidents, or staff member referral.

**Personalization:** Building on the strengths and addressing the unique needs of individual students.

- Core values circle: As highlighted last month, we do a core values circle to start each of our educational administrative team meetings. To kick off our meeting on January 2 the core value of personalization was our focus. It was great to hear from all of our assistant directors/principals and principal about this value and how it was exemplified in their programs. It is clear that at Intermediate School District 917, our focus is on the needs of the students that we serve.

**Equity:** Intentionally providing opportunities while removing barriers at all levels of the organization.

- Vans: During FY23 (the 2022-2023 school year) we ordered three vans to replace vans that were aging out. We are happy to report that we have one of the three vans now and are awaiting shipment of the other two from Spain. We are thrilled to be receiving these as the model we need has been discontinued and it has been difficult to find something else that will meet our needs.

**Diversity:** Appreciating and valuing everyone's unique selves.

- Inclusive Schools Week and Inclusive Educators: Inclusive Schools Week is celebrated annually during the first full week in December by families, schools, and organizations in the U.S. and abroad. Inclusive Schools Week highlights and celebrates the progress that schools have made in implementing inclusive practices to ensure a quality education for an

increasingly diverse student population. This year, Inclusive Schools Week was December 4-8th.

As part of the celebration, Intermediate School District 917 created the Inclusive Educator Award to acknowledge the incredible work of educators from our nine member districts. We had a total of 17 nominations with one person nominated twice for a total of 16 winners. You can [click here](#) for details on the nominations.

SOURCEWELL  
DATE: 01/03/2024  
TIME: 11:28:16

INTERMEDIATE SCHOOL DISTRICT 917  
CHECK REGISTER INCLUDING SYSTEM VOIDS

PAGE NUMBER: 1  
ACCTPA21  
ACCOUNTING PERIOD: 7/24

SELECTION CRITERIA: chkstat.rundate between '20231130' and '20240103'

DISTRIBUTION FUND: 01

CHECK NUMBER	ISSUE DATE	VENDOR	STATUS	TOTAL	DESCRIPTION
190824	12/28/2023	IND SCH DIST 191	R	27937.46	ACCOUNTS PAYABLE CHECK
* 190824	12/28/2023	IND SCH DIST 191	V	-27937.46	VOID MANUAL CHECK
190825	12/28/2023	LAKESHORE LEARNING MATERIALS	R	65.99	ACCOUNTS PAYABLE CHECK
* 190825	12/28/2023	LAKESHORE LEARNING MATERIALS	V	-65.99	VOID MANUAL CHECK
190826	12/28/2023	SCHOOL SPECIALTY, LLC	R	98.76	ACCOUNTS PAYABLE CHECK
* 190826	12/28/2023	SCHOOL SPECIALTY, LLC	V	-98.76	VOID MANUAL CHECK
190827	12/28/2023	TECHNOLOGY BY DESIGN, LLC	V	-21096.97	VOID MANUAL CHECK
* 190827	12/28/2023	TECHNOLOGY BY DESIGN, LLC	R	21096.97	ACCOUNTS PAYABLE CHECK
* 1907809	12/12/2023	ADVANCE AUTO PARTS	V	-302.03	VOID MANUAL CHECK
* 1907907	12/01/2023	APPLE COMPUTER, INC	R	1852.00	ACCOUNTS PAYABLE CHECK
1907908	12/01/2023	CENTERPOINT ENERGY	R	312.07	ACCOUNTS PAYABLE CHECK
1907909	12/01/2023	CENTURYLINK	R	1116.48	ACCOUNTS PAYABLE CHECK
1907910	12/01/2023	CENTURYLINK COMMUNICATONS, LLC	R	525.31	ACCOUNTS PAYABLE CHECK
1907911	12/01/2023	COMO LUBE & SUPPLIES	R	165.00	ACCOUNTS PAYABLE CHECK
1907912	12/01/2023	DAWN SIGN PRESS	R	29.98	ACCOUNTS PAYABLE CHECK
1907913	12/01/2023	INSPIRE TO CREATE, LLC	R	213.38	ACCOUNTS PAYABLE CHECK
1907914	12/01/2023	MARCO INC	R	124.71	ACCOUNTS PAYABLE CHECK
1907915	12/01/2023	MARCO TECHNOLOGIES LLC.	R	106.75	ACCOUNTS PAYABLE CHECK
1907916	12/01/2023	NCS PEARSON, INC.	R	693.00	ACCOUNTS PAYABLE CHECK
1907917	12/01/2023	SCHOLASTIC INC.	R	115.23	ACCOUNTS PAYABLE CHECK
1907918	12/01/2023	SOUTHPAW ENTERPRISES	R	331.74	ACCOUNTS PAYABLE CHECK
1907919	12/01/2023	XCEL ENERGY	R	6763.16	ACCOUNTS PAYABLE CHECK
1907920	12/05/2023	AMAZON CAPITAL SERVICES	V	0.00	VOID: MULTI STUB CHECK
1907921	12/05/2023	AMAZON CAPITAL SERVICES	R	3387.40	ACCOUNTS PAYABLE CHECK
1907922	12/05/2023	DISTRICT 191 FOOD SERVICE	R	884.30	ACCOUNTS PAYABLE CHECK
1907923	12/05/2023	IND SCH DIST 197	R	536.09	ACCOUNTS PAYABLE CHECK
1907924	12/05/2023	MARTIN LAW FIRM PLLC	R	550.00	ACCOUNTS PAYABLE CHECK
1907925	12/05/2023	MICROSONIC	R	589.00	ACCOUNTS PAYABLE CHECK
1907926	12/05/2023	PROCARE THERAPY	R	6892.00	ACCOUNTS PAYABLE CHECK
1907927	12/05/2023	REGINA MAENDLER, HEART & SCIENCE	R	7380.00	ACCOUNTS PAYABLE CHECK
1907928	12/05/2023	TEACHERS ON CALL	R	8569.81	ACCOUNTS PAYABLE CHECK
1907929	12/08/2023	ABLENET INC.	R	90.00	ACCOUNTS PAYABLE CHECK
1907930	12/08/2023	AI TECHNOLOGIES, LLC	R	2691.50	ACCOUNTS PAYABLE CHECK
1907931	12/08/2023	ARVIG ENTERPRISES, INC	R	2243.96	ACCOUNTS PAYABLE CHECK
1907932	12/08/2023	BAYADA HOME HEALTH CARE	R	1176.00	ACCOUNTS PAYABLE CHECK
1907933	12/08/2023	BRIGHTWORKS	R	50.00	ACCOUNTS PAYABLE CHECK
1907934	12/08/2023	CUB FOODS - EAGAN	R	96.26	ACCOUNTS PAYABLE CHECK
1907935	12/08/2023	CUB FOODS - HASTINGS	R	41.60	ACCOUNTS PAYABLE CHECK
1907936	12/08/2023	DISCOUNT SCHOOL SUPPLY	R	266.16	ACCOUNTS PAYABLE CHECK
1907937	12/08/2023	FRONTIER COMMUNICATIONS	R	518.59	ACCOUNTS PAYABLE CHECK
1907938	12/08/2023	GRAINGER W W INC.	R	687.38	ACCOUNTS PAYABLE CHECK
1907939	12/08/2023	KAREN CASS FELLING, M.A., LP	R	1500.00	ACCOUNTS PAYABLE CHECK
1907940	12/08/2023	MN CLN SERVICES, INC	R	5221.50	ACCOUNTS PAYABLE CHECK
1907941	12/08/2023	NELSON AUTO CENTER, INC	R	35058.42	ACCOUNTS PAYABLE CHECK
1907942	12/08/2023	NOVA EDUCATION CONSULTANTS	R	7410.00	ACCOUNTS PAYABLE CHECK
1907943	12/08/2023	REPUBLIC SERVICES #923	R	1632.48	ACCOUNTS PAYABLE CHECK
1907944	12/08/2023	RIFTON EQ/COMMUNITY PRODUCTS LLC	R	97.50	ACCOUNTS PAYABLE CHECK
1907945	12/08/2023	SAFE WAY BUS CO.	R	104.00	ACCOUNTS PAYABLE CHECK
1907946	12/08/2023	SCHOOL SPECIALTY, LLC	R	507.28	ACCOUNTS PAYABLE CHECK
1907947	12/08/2023	SQUIRES, WALDSPURGER & MACE, P.A.	R	153.00	ACCOUNTS PAYABLE CHECK
1907948	12/08/2023	ST PAUL PIONEER PRESS	R	175.91	ACCOUNTS PAYABLE CHECK
1907949	12/08/2023	VERIZON WIRELESS	R	768.29	ACCOUNTS PAYABLE CHECK

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1907950	12/08/2023	WESTMINSTER TECHNOLOGIES, INC	R	396.00	ACCOUNTS PAYABLE CHECK
1907951	12/08/2023	WH SECURITY, LLC	R	71.85	ACCOUNTS PAYABLE CHECK
1907952	12/13/2023	ADVANCE AUTO PARTS	R	721.05	ACCOUNTS PAYABLE CHECK
1907953	12/13/2023	BENEFIT EXTRAS, INC	R	483.56	ACCOUNTS PAYABLE CHECK
1907954	12/13/2023	CITI CARDS	R	76.12	ACCOUNTS PAYABLE CHECK
1907955	12/13/2023	DAKOTA AWARDS & ENGRAVING	R	48.45	ACCOUNTS PAYABLE CHECK
1907956	12/13/2023	FRONTIER COMMUNICATIONS	R	770.41	ACCOUNTS PAYABLE CHECK
1907957	12/13/2023	MN ENERGY RESOURCES CORPORATION	R	1444.48	ACCOUNTS PAYABLE CHECK
1907958	12/13/2023	OMEGA LABS INC	R	580.00	ACCOUNTS PAYABLE CHECK
1907959	12/13/2023	SCHOOL NURSE SUPPLY	R	266.23	ACCOUNTS PAYABLE CHECK
1907960	12/13/2023	SOUTHWEST METRO ISD #288	R	6520.38	ACCOUNTS PAYABLE CHECK
1907961	12/15/2023	AMANDA GROH	R	3412.50	ACCOUNTS PAYABLE CHECK
1907962	12/15/2023	BRIGHTWORKS	R	400.00	ACCOUNTS PAYABLE CHECK
1907963	12/15/2023	CESO COMMUNICATIONS	R	3287.50	ACCOUNTS PAYABLE CHECK
1907964	12/15/2023	CKC GOOD FOOD	R	18138.18	ACCOUNTS PAYABLE CHECK
1907965	12/15/2023	CUB FOODS - INVER GROVE HTS	R	42.35	ACCOUNTS PAYABLE CHECK
1907966	12/15/2023	CUB FOODS - ROSEMOUNT	R	192.20	ACCOUNTS PAYABLE CHECK
1907967	12/15/2023	DAKOTA COUNTY SHERIFF	R	91094.00	ACCOUNTS PAYABLE CHECK
1907968	12/15/2023	IND SCH DIST 194	R	8480.70	ACCOUNTS PAYABLE CHECK
1907969	12/15/2023	IND SCH DIST 196	R	444.92	ACCOUNTS PAYABLE CHECK
1907970	12/15/2023	IND SCH DIST 271	R	5623.26	ACCOUNTS PAYABLE CHECK
1907971	12/15/2023	INVER HILLS COMMUNITY COLLEGE	R	151.24	ACCOUNTS PAYABLE CHECK
1907972	12/15/2023	OFFICE OF MN.IT SERVICES	R	297.54	ACCOUNTS PAYABLE CHECK
1907973	12/15/2023	PROCARE THERAPY	R	13403.25	ACCOUNTS PAYABLE CHECK
1907974	12/15/2023	TEACHERS ON CALL	R	6982.99	ACCOUNTS PAYABLE CHECK
1907975	12/15/2023	THERAPY NOTES, LLC	R	265.00	ACCOUNTS PAYABLE CHECK
1907976	12/15/2023	GALAXY TRAVEL, INC	R	3368.52	ACCOUNTS PAYABLE CHECK
1907977	12/15/2023	VOLUNTEERS OF AMERICA MENTAL HEALTH	R	330.00	ACCOUNTS PAYABLE CHECK
1907978	12/18/2023	WISCONSIN SCTF	R	845.39	ACCOUNTS PAYABLE CHECK
1907979	12/18/2023	917 PROGRAM ASST EDU ASSOCIATION	R	3636.49	ACCOUNTS PAYABLE CHECK
1907980	12/18/2023	EDUCATION MINNESOTA, LOCAL 3904	R	8423.35	ACCOUNTS PAYABLE CHECK
1907981	12/18/2023	FTC	R	1548.33	ACCOUNTS PAYABLE CHECK
1907982	12/18/2023	NCPERS GROUP LIFE INS	R	16.00	ACCOUNTS PAYABLE CHECK
1907983	12/18/2023	O.P.E.I.U., LOCAL 12	R	423.58	ACCOUNTS PAYABLE CHECK
1907984	12/18/2023	RELATED SERVICES NURSES ESP	R	120.05	ACCOUNTS PAYABLE CHECK
1907985	12/18/2023	RIVERVIEW LAW OFFICE PLLC	R	273.61	ACCOUNTS PAYABLE CHECK
1907986	12/22/2023	ADAPTIVE TECH SOLUTIONS LLC	R	268.50	ACCOUNTS PAYABLE CHECK
1907987	12/22/2023	AM THERMOFORM CORP	R	125.00	ACCOUNTS PAYABLE CHECK
1907988	12/22/2023	CENTERPOINT ENERGY	R	646.18	ACCOUNTS PAYABLE CHECK
1907989	12/22/2023	DAKOTA TRUCK UNDERWRITERS	R	33105.00	ACCOUNTS PAYABLE CHECK
1907990	12/22/2023	DOOR SERVICE CO	R	3968.00	ACCOUNTS PAYABLE CHECK
1907991	12/22/2023	ESPECIAL NEEDS, LLC	R	82.77	ACCOUNTS PAYABLE CHECK
1907992	12/22/2023	FRONTIER COMMUNICATIONS	R	1337.53	ACCOUNTS PAYABLE CHECK
1907993	12/22/2023	NETOP TECH INC.	R	364.80	ACCOUNTS PAYABLE CHECK
1907994	12/22/2023	INCLUSIVE TLC INC	R	360.00	ACCOUNTS PAYABLE CHECK
1907995	12/22/2023	LAKESHORE LEARNING MATERIALS	R	35.48	ACCOUNTS PAYABLE CHECK
1907996	12/22/2023	MASPA/STATE NEGOTIATORS	R	65.00	ACCOUNTS PAYABLE CHECK
1907997	12/22/2023	MICROSONIC	R	542.00	ACCOUNTS PAYABLE CHECK
1907998	12/22/2023	MIDWEST SPECIAL INSTRUMENTS, CORP	R	162.78	ACCOUNTS PAYABLE CHECK
1907999	12/22/2023	PRC-SATILLO	R	100.00	ACCOUNTS PAYABLE CHECK
1908000	12/22/2023	REHABMART LLC	R	2217.38	ACCOUNTS PAYABLE CHECK
1908001	12/22/2023	SCHMITTY & SONS	R	398.20	ACCOUNTS PAYABLE CHECK
1908002	12/22/2023	SCHOLASTIC, INC	R	62.09	ACCOUNTS PAYABLE CHECK
1908003	12/22/2023	SONOVA USA INC.	R	577.99	ACCOUNTS PAYABLE CHECK
1908004	12/22/2023	STEALTHWEAR PROTECTIVE CLOTHING INC	R	279.80	ACCOUNTS PAYABLE CHECK
1908005	12/22/2023	TRANE U.S. INC.	R	1556.20	ACCOUNTS PAYABLE CHECK

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1908006	12/22/2023	WE SELL MATS	R	201.59	ACCOUNTS PAYABLE CHECK
1908007	12/22/2023	ALL IN ONE TRANSLATION AGENCY, LLC	R	450.00	ACCOUNTS PAYABLE CHECK
1908008	12/22/2023	AMANDA GROH	R	1560.00	ACCOUNTS PAYABLE CHECK
1908009	12/22/2023	AMAZON CAPITAL SERVICES	V	0.00	VOID: MULTI STUB CHECK
1908010	12/22/2023	AMAZON CAPITAL SERVICES	R	6106.08	ACCOUNTS PAYABLE CHECK
1908011	12/22/2023	ASL INTERPRETING SERVICES, INC	R	478.50	ACCOUNTS PAYABLE CHECK
1908012	12/22/2023	BAMBOO PROFESSIONALS, LLC	R	1963.75	ACCOUNTS PAYABLE CHECK
1908013	12/22/2023	BRIGHTWORKS	R	3500.00	ACCOUNTS PAYABLE CHECK
1908014	12/22/2023	INVER HILLS COMMUNITY COLLEGE	R	284.19	ACCOUNTS PAYABLE CHECK
1908015	12/22/2023	KEYSTONE INTERPRETING SOLUTIONS INC	R	862.40	ACCOUNTS PAYABLE CHECK
1908016	12/22/2023	MAD HATTER WELLNESS, LLC	R	400.00	ACCOUNTS PAYABLE CHECK
1908017	12/22/2023	MENARDS	R	63.16	ACCOUNTS PAYABLE CHECK
1908018	12/22/2023	NOVA EDUCATION CONSULTANTS	R	6690.00	ACCOUNTS PAYABLE CHECK
1908019	12/22/2023	OFFICE DEPOT	R	1602.78	ACCOUNTS PAYABLE CHECK
1908020	12/22/2023	PROCARE THERAPY	R	29049.66	ACCOUNTS PAYABLE CHECK
1908021	12/22/2023	STRATEGIC STAFFING SOLUTIONS	R	16016.50	ACCOUNTS PAYABLE CHECK
1908022	12/22/2023	TEACHERS ON CALL	R	9374.19	ACCOUNTS PAYABLE CHECK
1908023	12/22/2023	GRAFTON SCHOOL, INC	R	2940.19	ACCOUNTS PAYABLE CHECK
1908024	12/28/2023	IND SCH DIST 191	V	27937.46	ACCOUNTS PAYABLE CHECK
* 1908024	12/28/2023	IND SCH DIST 191	R	-27937.46	VOID MANUAL CHECK
1908025	12/28/2023	LAKESHORE LEARNING MATERIALS	V	-65.99	VOID MANUAL CHECK
* 1908025	12/28/2023	LAKESHORE LEARNING MATERIALS	R	65.99	ACCOUNTS PAYABLE CHECK
* 1908026	12/28/2023	SCHOOL SPECIALTY, LLC	V	-98.76	VOID MANUAL CHECK
* 1908026	12/28/2023	SCHOOL SPECIALTY, LLC	R	98.76	ACCOUNTS PAYABLE CHECK
1908027	12/28/2023	TECHNOLOGY BY DESIGN, LLC	V	-21096.97	VOID MANUAL CHECK
* 1908027	12/28/2023	TECHNOLOGY BY DESIGN, LLC	R	21096.97	ACCOUNTS PAYABLE CHECK
1908028	12/29/2023	WISCONSIN SCTF	R	845.39	ACCOUNTS PAYABLE CHECK
1908029	12/29/2023	917 PROGRAM ASST EDU ASSOCIATION	R	3539.64	ACCOUNTS PAYABLE CHECK
1908030	12/29/2023	EDUCATION MINNESOTA, LOCAL 3904	R	8478.56	ACCOUNTS PAYABLE CHECK
1908031	12/29/2023	FTC	R	1548.33	ACCOUNTS PAYABLE CHECK
1908032	12/29/2023	O.P.E.I.U., LOCAL 12	R	423.58	ACCOUNTS PAYABLE CHECK
1908033	12/29/2023	RELATED SERVICES NURSES ESP	R	120.05	ACCOUNTS PAYABLE CHECK
1908034	12/29/2023	RIVERVIEW LAW OFFICE PLLC	R	273.61	ACCOUNTS PAYABLE CHECK
1908035	12/29/2023	ASL INTERPRETING SERVICES, INC	R	462.00	ACCOUNTS PAYABLE CHECK
1908036	12/29/2023	BAYADA HOME HEALTH CARE	R	2040.00	ACCOUNTS PAYABLE CHECK
1908037	12/29/2023	CITI CARDS	R	20.00	ACCOUNTS PAYABLE CHECK
1908038	12/29/2023	CUB FOODS BLOOMINGTON	R	163.74	ACCOUNTS PAYABLE CHECK
1908039	12/29/2023	IND SCH DIST 191	R	27937.46	ACCOUNTS PAYABLE CHECK
1908040	12/29/2023	KAREN CASS FELLING, M.A., LP	R	750.00	ACCOUNTS PAYABLE CHECK
1908041	12/29/2023	LAKESHORE LEARNING MATERIALS	R	65.99	ACCOUNTS PAYABLE CHECK
1908042	12/29/2023	NESSIM AND ASSOCIATES	R	160.00	ACCOUNTS PAYABLE CHECK
1908043	12/29/2023	PROCARE THERAPY	R	12421.58	ACCOUNTS PAYABLE CHECK
1908044	12/29/2023	SAM'S CLUB/SYNCHRONY BANK	R	1290.96	ACCOUNTS PAYABLE CHECK
1908045	12/29/2023	SCHOOL SPECIALTY, LLC	R	98.76	ACCOUNTS PAYABLE CHECK
1908046	12/29/2023	TECHNOLOGY BY DESIGN, LLC	R	21096.97	ACCOUNTS PAYABLE CHECK
1908047	12/29/2023	U.S. BANK	R	425812.50	ACCOUNTS PAYABLE CHECK
*V4002076	12/11/2023	ALDI	R	191.06	ACCOUNTS PAYABLE VOUCHER
*V4002077	12/11/2023	BOARD OF SCHOOL ADMINISTRATORS	R	1634.40	ACCOUNTS PAYABLE VOUCHER
*V4002078	12/11/2023	BUG BUSTERS, INC	R	345.00	ACCOUNTS PAYABLE VOUCHER
*V4002079	12/11/2023	BUREAU OF EDUCATION & RESEARCH	R	279.00	ACCOUNTS PAYABLE VOUCHER
*V4002080	12/11/2023	WELLS FARGO	R	6640.76	ACCOUNTS PAYABLE VOUCHER
*V4002081	12/11/2023	CITY OF INVER GROVE HTS	R	623.34	ACCOUNTS PAYABLE VOUCHER
*V4002082	12/11/2023	LOVING GUIDANCE INC	R	776.97	ACCOUNTS PAYABLE VOUCHER
*V4002083	12/11/2023	COYLE APPLIANCE REPAIR	R	1324.64	ACCOUNTS PAYABLE VOUCHER
*V4002084	12/11/2023	GOPHER SPORT	R	389.59	ACCOUNTS PAYABLE VOUCHER
*V4002085	12/11/2023	HEALTHIEST YOU	R	3100.00	ACCOUNTS PAYABLE VOUCHER

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*V4002086	12/11/2023	HILTON GARDEN INN	R	334.86	ACCOUNTS PAYABLE VOUCHER
*V4002087	12/11/2023	INNOVATIVE OFFICE SOLUTIONS	R	2448.37	ACCOUNTS PAYABLE VOUCHER
*V4002088	12/11/2023	JOANN FABRICS	R	101.83	ACCOUNTS PAYABLE VOUCHER
*V4002089	12/11/2023	LAKESHORE LEARNING MATERIALS	R	30.98	ACCOUNTS PAYABLE VOUCHER
*V4002090	12/11/2023	MAXIM HEALTHCARE STAFFING	V	0.00	VOID: MULTI STUB VOUCHER
*V4002091	12/11/2023	MAXIM HEALTHCARE STAFFING	R	44968.00	ACCOUNTS PAYABLE VOUCHER
*V4002092	12/11/2023	MCTM	R	410.00	ACCOUNTS PAYABLE VOUCHER
*V4002093	12/11/2023	MENARDS	R	578.33	ACCOUNTS PAYABLE VOUCHER
*V4002094	12/11/2023	MINNESOTA HUMANITIES CENTER	R	2085.00	ACCOUNTS PAYABLE VOUCHER
*V4002095	12/11/2023	MINNETESOL	R	100.00	ACCOUNTS PAYABLE VOUCHER
*V4002096	12/11/2023	MN REGISTRY OF INTERPRETERS	R	42.00	ACCOUNTS PAYABLE VOUCHER
*V4002097	12/11/2023	PARTNERED CONSULTANTS, LLC	R	140.00	ACCOUNTS PAYABLE VOUCHER
*V4002098	12/11/2023	PEARSON ASSESSMENT/NCS PEARSON	R	224.30	ACCOUNTS PAYABLE VOUCHER
*V4002099	12/11/2023	PROFESSIONAL CRISIS MANAGEMENT ASSO	R	6195.00	ACCOUNTS PAYABLE VOUCHER
*V4002100	12/11/2023	RELIABLE MEDICAL	R	4845.40	ACCOUNTS PAYABLE VOUCHER
*V4002101	12/11/2023	SCHOOL NURSE SUPPLY	R	211.38	ACCOUNTS PAYABLE VOUCHER
*V4002102	12/11/2023	SUDDORA	R	314.55	ACCOUNTS PAYABLE VOUCHER
*V4002103	12/11/2023	SUMMIT FIRE PROTECTION	R	415.00	ACCOUNTS PAYABLE VOUCHER
*V4002104	12/11/2023	THE HOME DEPOT	R	753.64	ACCOUNTS PAYABLE VOUCHER
*V4002105	12/11/2023	THE MCDOWELL AGENCY, INC.	R	164.00	ACCOUNTS PAYABLE VOUCHER
*V4002106	12/11/2023	ULINE	R	672.72	ACCOUNTS PAYABLE VOUCHER
*V4002107	12/11/2023	UNEQUAL TECHNOLOGIES COMPANY	R	349.75	ACCOUNTS PAYABLE VOUCHER
*V4002108	12/11/2023	UNIVERSAL CLEANING SERVICES	R	19862.27	ACCOUNTS PAYABLE VOUCHER
*V4002109	12/11/2023	VITAMINK12, LLC	R	150.00	ACCOUNTS PAYABLE VOUCHER
*V4002110	12/11/2023	WESTONE LABORATORIES INC.	R	760.11	ACCOUNTS PAYABLE VOUCHER
*V6606445	12/21/2023	JOAN MARIE ABDULKADIR	R	12.77	ACCOUNTS PAYABLE VOUCHER
*V6606446	12/21/2023	MARTHA JOAN ALLEN	R	167.68	ACCOUNTS PAYABLE VOUCHER
*V6606447	12/21/2023	ANN CATHERINE ALLEN	R	473.57	ACCOUNTS PAYABLE VOUCHER
*V6606448	12/21/2023	DAVID ANDERSON	R	78.60	ACCOUNTS PAYABLE VOUCHER
*V6606449	12/21/2023	ELIZABETH SHAWL ANNONI	R	65.50	ACCOUNTS PAYABLE VOUCHER
*V6606450	12/21/2023	MELISSA L ARMBRUST	R	179.47	ACCOUNTS PAYABLE VOUCHER
*V6606451	12/21/2023	KIM MARIE AUSTIN	R	211.57	ACCOUNTS PAYABLE VOUCHER
*V6606452	12/21/2023	CARMEN RUTH BAKER	R	15.00	ACCOUNTS PAYABLE VOUCHER
*V6606453	12/21/2023	KEITH JAMES BARTHOLOMAUS	R	237.12	ACCOUNTS PAYABLE VOUCHER
*V6606454	12/21/2023	THOMAS RICHARD BENNETT	R	73.36	ACCOUNTS PAYABLE VOUCHER
*V6606455	12/21/2023	LINDA JO BERG	R	90.00	ACCOUNTS PAYABLE VOUCHER
*V6606456	12/21/2023	STEPHANIE BETLEY	R	390.25	ACCOUNTS PAYABLE VOUCHER
*V6606457	12/21/2023	MICHAEL JASON BIBRO	R	321.22	ACCOUNTS PAYABLE VOUCHER
*V6606458	12/21/2023	AMANDA JO BOEHMER	R	90.00	ACCOUNTS PAYABLE VOUCHER
*V6606459	12/21/2023	LOREEN M. BOHNERT	R	45.00	ACCOUNTS PAYABLE VOUCHER
*V6606460	12/21/2023	MATTHEW KYLE BRUNS	R	45.00	ACCOUNTS PAYABLE VOUCHER
*V6606461	12/21/2023	DON JAMES BUDACH	R	342.18	ACCOUNTS PAYABLE VOUCHER
*V6606462	12/21/2023	JESSICA DAWN CHAMBLIN	R	525.31	ACCOUNTS PAYABLE VOUCHER
*V6606463	12/21/2023	LESLEY ANNE CHESTER	R	49.13	ACCOUNTS PAYABLE VOUCHER
*V6606464	12/21/2023	EMILY MARGARET MATULA	R	281.65	ACCOUNTS PAYABLE VOUCHER
*V6606465	12/21/2023	CRAIG ALAN CURTIS	R	346.11	ACCOUNTS PAYABLE VOUCHER
*V6606466	12/21/2023	JEANNE MARIE D'ALOIA	R	50.44	ACCOUNTS PAYABLE VOUCHER
*V6606467	12/21/2023	AMY RICHELLE DAWSON	R	39.30	ACCOUNTS PAYABLE VOUCHER
*V6606468	12/21/2023	CHRISTOPHER GORDON DEVINE	R	105.00	ACCOUNTS PAYABLE VOUCHER
*V6606469	12/21/2023	JACOB REED EDLUND	R	37.20	ACCOUNTS PAYABLE VOUCHER
*V6606470	12/21/2023	LISA A EHLERINGER	R	78.60	ACCOUNTS PAYABLE VOUCHER
*V6606471	12/21/2023	SHAE K ELLIOTT	R	90.00	ACCOUNTS PAYABLE VOUCHER
*V6606472	12/21/2023	KATHERINE DIANE ENGEL	R	66.16	ACCOUNTS PAYABLE VOUCHER
*V6606473	12/21/2023	MICHAEL LEONARD FAVOR	R	127.73	ACCOUNTS PAYABLE VOUCHER
*V6606474	12/21/2023	WENDY CATHERINE FELTON	R	122.47	ACCOUNTS PAYABLE VOUCHER
*V6606475	12/21/2023	ANGELITA LEE FLEMING	R	188.64	ACCOUNTS PAYABLE VOUCHER

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*V6606476	12/21/2023	CASSANDRA LYNN FREEMAN	R	9.17	ACCOUNTS PAYABLE VOUCHER
*V6606477	12/21/2023	SHERILYN FAYE FRISQUE	R	289.51	ACCOUNTS PAYABLE VOUCHER
*V6606478	12/21/2023	ALYSSA GAYLE GAHIMER	R	28.82	ACCOUNTS PAYABLE VOUCHER
*V6606479	12/21/2023	ADAM R GHORMLEY	R	79.66	ACCOUNTS PAYABLE VOUCHER
*V6606480	12/21/2023	CHRISTINA ANN GILLARD	R	57.64	ACCOUNTS PAYABLE VOUCHER
*V6606481	12/21/2023	CASSIE J. GROFF	R	193.88	ACCOUNTS PAYABLE VOUCHER
*V6606482	12/21/2023	LEAH HANISCH HARRIS	R	153.27	ACCOUNTS PAYABLE VOUCHER
*V6606483	12/21/2023	LISA HEDIN	R	73.37	ACCOUNTS PAYABLE VOUCHER
*V6606484	12/21/2023	JANA LEE HEIDEMANN	R	85.81	ACCOUNTS PAYABLE VOUCHER
*V6606485	12/21/2023	HEIDI LEE HELM	R	122.03	ACCOUNTS PAYABLE VOUCHER
*V6606486	12/21/2023	SARA ASHLEY HENRY	R	401.52	ACCOUNTS PAYABLE VOUCHER
*V6606487	12/21/2023	JENNIFER AMY HETLAND	R	191.53	ACCOUNTS PAYABLE VOUCHER
*V6606488	12/21/2023	MELISSA ROCHELL HO	R	139.98	ACCOUNTS PAYABLE VOUCHER
*V6606489	12/21/2023	JUSTIN DAVID HOELSCHER	R	299.60	ACCOUNTS PAYABLE VOUCHER
*V6606490	12/21/2023	KATE SCHNEEWEIS HULSE	R	337.25	ACCOUNTS PAYABLE VOUCHER
*V6606491	12/21/2023	SARAH CAITLIN IDEEN	R	45.00	ACCOUNTS PAYABLE VOUCHER
*V6606492	12/21/2023	COURTNEY ELIZABETH INMAN	R	80.57	ACCOUNTS PAYABLE VOUCHER
*V6606493	12/21/2023	KATELYNN M JOHNSON	R	14.41	ACCOUNTS PAYABLE VOUCHER
*V6606494	12/21/2023	SARAH LYNN JOHNSON	R	1055.87	ACCOUNTS PAYABLE VOUCHER
*V6606495	12/21/2023	AMY TAMARAH WOLF KAUFMAN	R	189.95	ACCOUNTS PAYABLE VOUCHER
*V6606496	12/21/2023	LAUREN ROSE KELLY	R	141.48	ACCOUNTS PAYABLE VOUCHER
*V6606497	12/21/2023	JENNIFER M. KLAUSTERMEIER	R	35.74	ACCOUNTS PAYABLE VOUCHER
*V6606498	12/21/2023	LORI ANN KLEIN	R	263.58	ACCOUNTS PAYABLE VOUCHER
*V6606499	12/21/2023	CAROL LEIGH KURTEN	R	26.20	ACCOUNTS PAYABLE VOUCHER
*V6606500	12/21/2023	CORY LEE LANGENFELD	R	90.00	ACCOUNTS PAYABLE VOUCHER
*V6606501	12/21/2023	BETSY SUE LARSEN	R	825.96	ACCOUNTS PAYABLE VOUCHER
*V6606502	12/21/2023	ABIGAIL MARIE EVANS LARSON	R	89.74	ACCOUNTS PAYABLE VOUCHER
*V6606503	12/21/2023	MARCI LEVY-MAGUIRE	R	337.33	ACCOUNTS PAYABLE VOUCHER
*V6606504	12/21/2023	SARAH MARIE LUDEWIG	R	130.35	ACCOUNTS PAYABLE VOUCHER
*V6606505	12/21/2023	ERIN JEAN MAHNKE	R	90.00	ACCOUNTS PAYABLE VOUCHER
*V6606506	12/21/2023	CATHLEEN CAROL MATTICE	R	45.00	ACCOUNTS PAYABLE VOUCHER
*V6606507	12/21/2023	EMMA IRENE KAE MAYES	R	238.42	ACCOUNTS PAYABLE VOUCHER
*V6606508	12/21/2023	TAYLOR L MCELLIGOTT	R	14.41	ACCOUNTS PAYABLE VOUCHER
*V6606509	12/21/2023	SHANNON F BRENNAN	R	90.00	ACCOUNTS PAYABLE VOUCHER
*V6606510	12/21/2023	MACHAYLA T MILLHOUSE	R	14.41	ACCOUNTS PAYABLE VOUCHER
*V6606511	12/21/2023	JENNA ANN NACE	R	348.47	ACCOUNTS PAYABLE VOUCHER
*V6606512	12/21/2023	JO ANN MARISKA NAGY	R	45.00	ACCOUNTS PAYABLE VOUCHER
*V6606513	12/21/2023	CINDY L NORDSTROM	R	39.31	ACCOUNTS PAYABLE VOUCHER
*V6606514	12/21/2023	RACHEL ERIN NOVY	R	45.00	ACCOUNTS PAYABLE VOUCHER
*V6606515	12/21/2023	TARYN ALEXIS NYGARD	R	3.28	ACCOUNTS PAYABLE VOUCHER
*V6606516	12/21/2023	ALICIA JOY ODELL	R	25.55	ACCOUNTS PAYABLE VOUCHER
*V6606517	12/21/2023	FARDOWSA A OMAR	R	5.89	ACCOUNTS PAYABLE VOUCHER
*V6606518	12/21/2023	JACKIE MARIE PAULEY	R	90.00	ACCOUNTS PAYABLE VOUCHER
*V6606519	12/21/2023	HOLLY MARIE PEMBLE	R	173.58	ACCOUNTS PAYABLE VOUCHER
*V6606520	12/21/2023	BRITT EMILY PENNINGTON	R	15.72	ACCOUNTS PAYABLE VOUCHER
*V6606521	12/21/2023	AMANDA LYNN PETERS	R	245.17	ACCOUNTS PAYABLE VOUCHER
*V6606522	12/21/2023	JENNIFER MAE PETERSEN	R	272.94	ACCOUNTS PAYABLE VOUCHER
*V6606523	12/21/2023	BROOKE ALLYSON PETERSON	R	192.18	ACCOUNTS PAYABLE VOUCHER
*V6606524	12/21/2023	CAROLINE ROSE PETERSON	R	303.47	ACCOUNTS PAYABLE VOUCHER
*V6606525	12/21/2023	EMILY ANN PFISTERER	R	244.97	ACCOUNTS PAYABLE VOUCHER
*V6606526	12/21/2023	MELANIE LAVONNE REINARDY	R	6.55	ACCOUNTS PAYABLE VOUCHER
*V6606527	12/21/2023	WENDI MARLAJNA RENKEN	R	45.00	ACCOUNTS PAYABLE VOUCHER
*V6606528	12/21/2023	MELANIE ANN RIX	R	45.00	ACCOUNTS PAYABLE VOUCHER
*V6606529	12/21/2023	NICOLLE KATHERINE ROUSH	R	385.26	ACCOUNTS PAYABLE VOUCHER
*V6606530	12/21/2023	SARAH CATHERINE ROWLEY	R	175.54	ACCOUNTS PAYABLE VOUCHER
*V6606531	12/21/2023	MELISSA RAE SCHALLER	R	165.46	ACCOUNTS PAYABLE VOUCHER

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INTERMEDIATE SCHOOL DISTRICT 917  
CHECK REGISTER INCLUDING SYSTEM VOIDS

PAGE NUMBER: 6  
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ACCOUNTING PERIOD: 7/24

SELECTION CRITERIA: chkstat.rundate between '20231130' and '20240103'

*V6606532	12/21/2023	IRENE ELIZABETH SCHULTZ-ALBERT	R	119.21	ACCOUNTS PAYABLE VOUCHER
*V6606533	12/21/2023	BYRON LEITH SCHWAB	R	50.44	ACCOUNTS PAYABLE VOUCHER
*V6606534	12/21/2023	ROLAND ARTHUR SESSIONS III	R	191.92	ACCOUNTS PAYABLE VOUCHER
*V6606535	12/21/2023	HANNAH GRACE SIMMONS	R	22.28	ACCOUNTS PAYABLE VOUCHER
*V6606536	12/21/2023	NORMAN C. SMITH III	R	106.11	ACCOUNTS PAYABLE VOUCHER
*V6606537	12/21/2023	STEFANIE CATHERINE SOUKUP	R	375.97	ACCOUNTS PAYABLE VOUCHER
*V6606538	12/21/2023	BECKY JO SPLETT	R	26.20	ACCOUNTS PAYABLE VOUCHER
*V6606539	12/21/2023	HEATHER LYNN STOESZ	R	9.17	ACCOUNTS PAYABLE VOUCHER
*V6606540	12/21/2023	DAVID LEON STOLL	R	42.58	ACCOUNTS PAYABLE VOUCHER
*V6606541	12/21/2023	AMY LYNN SWANEY	R	90.00	ACCOUNTS PAYABLE VOUCHER
*V6606542	12/21/2023	BRENDA JEAN SZOKA	R	12.77	ACCOUNTS PAYABLE VOUCHER
*V6606543	12/21/2023	KAYLEEN LAVONNE TAFFE	R	54.37	ACCOUNTS PAYABLE VOUCHER
*V6606544	12/21/2023	MARY ELIZABETH TAYLOR	R	106.12	ACCOUNTS PAYABLE VOUCHER
*V6606545	12/21/2023	SONIA LYNN TENDRICH	R	232.53	ACCOUNTS PAYABLE VOUCHER
*V6606546	12/21/2023	LAURA J. TENNESSEN	R	51.75	ACCOUNTS PAYABLE VOUCHER
*V6606547	12/21/2023	TAYLOR MAY LOVIN	R	90.00	ACCOUNTS PAYABLE VOUCHER
*V6606548	12/21/2023	GRETCHEN ANN TOAY	R	9.83	ACCOUNTS PAYABLE VOUCHER
*V6606549	12/21/2023	SHANYN NICOLE TUFTEE	R	158.32	ACCOUNTS PAYABLE VOUCHER
*V6606550	12/21/2023	GREGORY ALEXANDER WALETSKI	R	275.10	ACCOUNTS PAYABLE VOUCHER
*V6606551	12/21/2023	ASHLEY LYNNETTE WARD	R	322.92	ACCOUNTS PAYABLE VOUCHER
*V6606552	12/21/2023	SCOTT MICHAEL ZEHNDER	R	45.00	ACCOUNTS PAYABLE VOUCHER
*V7702974	12/04/2023	APPLE VALLEY ISD LLC	R	44412.11	ACCOUNTS PAYABLE VOUCHER
*V7702975	12/04/2023	SE ISD, DST	R	80271.47	ACCOUNTS PAYABLE VOUCHER
*V7702976	12/04/2023	WAGeworks, INC	R	65.45	ACCOUNTS PAYABLE VOUCHER
*V7702977	12/06/2023	FIDELITY SECURITY LIFE INS CO	R	2192.16	ACCOUNTS PAYABLE VOUCHER
*V7702978	12/06/2023	MEDICA	R	86184.50	ACCOUNTS PAYABLE VOUCHER
*V7702979	12/06/2023	NATIONAL INSURANCE SERVICES OF WI,	R	8591.09	ACCOUNTS PAYABLE VOUCHER
*V7702980	12/13/2023	MEDICA	R	37642.97	ACCOUNTS PAYABLE VOUCHER
*V7702981	12/18/2023	MEDICA	R	62129.75	ACCOUNTS PAYABLE VOUCHER
*V7702982	12/18/2023	WAGeworks, INC	R	4060.00	ACCOUNTS PAYABLE VOUCHER
*V7702983	12/18/2023	AMERIPRISE FINANCIAL ADVISORS	R	7213.27	ACCOUNTS PAYABLE VOUCHER
*V7702984	12/18/2023	AXA EQUITABLE LIFE INS CO	R	3826.79	ACCOUNTS PAYABLE VOUCHER
*V7702985	12/18/2023	FIDELITY INVSTMT TAX-EX SVC CO	R	11443.81	ACCOUNTS PAYABLE VOUCHER
*V7702986	12/18/2023	HEALTHQUITY, INC.	R	27420.86	ACCOUNTS PAYABLE VOUCHER
*V7702987	12/18/2023	HORACE MANN LIFE INS	R	2206.66	ACCOUNTS PAYABLE VOUCHER
*V7702988	12/18/2023	INTERNAL REVENUE SERVICE	R	216454.62	ACCOUNTS PAYABLE VOUCHER
*V7702989	12/18/2023	EDUCATION MN ESI BILLING TRUST	R	11330.11	ACCOUNTS PAYABLE VOUCHER
*V7702990	12/18/2023	MN DEPT OF REVENUE	R	36731.93	ACCOUNTS PAYABLE VOUCHER
*V7702991	12/18/2023	MN DEPT OF REVENUE(C)	R	250.00	ACCOUNTS PAYABLE VOUCHER
*V7702992	12/18/2023	MN STATE RETIREMENT SYSTEM	R	1770.83	ACCOUNTS PAYABLE VOUCHER
*V7702993	12/18/2023	EXECUTIVE DIRECTOR	R	53437.12	ACCOUNTS PAYABLE VOUCHER
*V7702994	12/18/2023	STATE TREASURER, TRA	R	100343.64	ACCOUNTS PAYABLE VOUCHER
*V7702995	12/18/2023	VARIABLE ANNUITY LIFE INS CO	R	10602.14	ACCOUNTS PAYABLE VOUCHER
*V7702996	12/18/2023	VOYA	R	1417.94	ACCOUNTS PAYABLE VOUCHER
*V7702997	12/20/2023	DELTA DENTAL OF MINNESOTA	R	35459.73	ACCOUNTS PAYABLE VOUCHER
*V7702998	12/20/2023	MEDICA	R	32968.25	ACCOUNTS PAYABLE VOUCHER
*V7702999	12/27/2023	MEDICA	R	98118.31	ACCOUNTS PAYABLE VOUCHER
*V7703000	12/28/2023	WAGeworks, INC	R	1512.50	ACCOUNTS PAYABLE VOUCHER
*V7703001	12/29/2023	AFLAC	R	1393.79	ACCOUNTS PAYABLE VOUCHER
*V7703002	12/29/2023	AMERIPRISE FINANCIAL ADVISORS	R	7213.27	ACCOUNTS PAYABLE VOUCHER
*V7703003	12/29/2023	AXA EQUITABLE LIFE INS CO	R	3826.79	ACCOUNTS PAYABLE VOUCHER
*V7703004	12/29/2023	FIDELITY INVSTMT TAX-EX SVC CO	R	11443.81	ACCOUNTS PAYABLE VOUCHER
*V7703005	12/29/2023	HEALTHQUITY, INC.	R	27978.20	ACCOUNTS PAYABLE VOUCHER
*V7703006	12/29/2023	HORACE MANN LIFE INS	R	2206.66	ACCOUNTS PAYABLE VOUCHER
*V7703007	12/29/2023	INTERNAL REVENUE SERVICE	R	214298.35	ACCOUNTS PAYABLE VOUCHER
*V7703008	12/29/2023	EDUCATION MN ESI BILLING TRUST	R	11330.11	ACCOUNTS PAYABLE VOUCHER

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INTERMEDIATE SCHOOL DISTRICT 917  
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PAGE NUMBER: 7  
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SELECTION CRITERIA: chkstat.rundate between '20231130' and '20240103'

*v7703009	12/29/2023	MN DEPT OF REVENUE	R	36405.56	ACCOUNTS PAYABLE VOUCHER
*v7703010	12/29/2023	MN DEPT OF REVENUE(C)	R	250.00	ACCOUNTS PAYABLE VOUCHER
*v7703011	12/29/2023	MN STATE RETIREMENT SYSTEM	R	1770.83	ACCOUNTS PAYABLE VOUCHER
*v7703012	12/29/2023	EXECUTIVE DIRECTOR	R	51832.65	ACCOUNTS PAYABLE VOUCHER
*v7703013	12/29/2023	STATE TREASURER, TRA	R	100823.30	ACCOUNTS PAYABLE VOUCHER
*v7703014	12/29/2023	VARIABLE ANNUITY LIFE INS CO	R	10602.14	ACCOUNTS PAYABLE VOUCHER
*v7703015	12/29/2023	VOYA	R	1417.94	ACCOUNTS PAYABLE VOUCHER
*v7703016	01/03/2024	APPLE VALLEY ISD LLC	R	43899.46	ACCOUNTS PAYABLE VOUCHER
*v7703017	01/03/2024	SE ISD, DST	R	80242.06	ACCOUNTS PAYABLE VOUCHER
*v7703018	01/03/2024	WAGeworks, INC	R	65.45	ACCOUNTS PAYABLE VOUCHER
TOTAL FUND				2622265.55	
TOTAL REPORT				2622265.55	

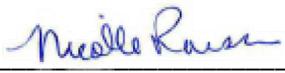
AUDREY WEILER, PAYROLL SPECIALIST

PLEASE APPROVE NET PAYROLL FOR

12/29/2023 DIRECT DEPOSITS REGULAR PAY (PR312)	\$	639,722.53
12/29/2023 CHECKS REGULAR PAY (PR312)		

	\$	-
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<b>NET PAYROLL</b>	<b>\$</b>	<b>639,722.53</b>
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Authorized Signature  Date 1.2.24

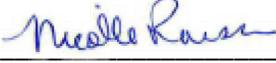
AUDREY WEILER, PAYROLL SPECIALIST

PLEASE APPROVE NET PAYROLL FOR

12/15/2023 DIRECT DEPOSITS REGULAR PAY (PR311) \$ 648,116.50  
12/15/2023 CHECKS REGULAR PAY (PR311)

\$ -

**NET PAYROLL \$ 648,116.50**

Authorized Signature  Date 12.15.23

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

**November 2023**

ACCOUNT NAME	ACCT NO	BEGINNING BALANCE	PURCHASES CREDITS	SALES TRANSFERS	INVESTMENT FEES	INTEREST EARNED	ENDING BALANCE	YEAR TO DATE INTEREST EARNED
MSDLAF Liquid	01	860,904.35	0.00	0.00	0.00	3,745.17	864,649.52	18,673.01
MSDLAF + MAX	01	13,257,146.16	0.00	0.00	0.00	58,670.77	13,315,816.93	270,101.95
MSDLAF TERM (CD's, Term, Comm) maturity	01	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>TOTAL</b>		<b>14,118,050.51</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>62,415.94</b>	<b>14,180,466.45</b>	<b>288,774.96</b>

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

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

NOTE: **November 2023** Average MSDLAF Liquid Rate was 5.31 %, MSDLAF+MAX Average Rate was 5.40%. and the MSDLAF Term Average Rate estimate is .00%.



Customer Service  
PO Box 11760  
Harrisburg, PA 17108-11760

## ACCOUNT STATEMENT

For the Month Ending  
**November 30, 2023**

## INTERMEDIATE SCHOOL DISTRICT 917

### Client Management Team

#### Amber Cannegieter

Key Account Manager  
213 Market Street  
Harrisburg, PA 17101-2141  
1-888-4-MSDLAF  
cannegietera@pfmam.com

#### Brian Johnson

Director  
800 Nicollet Mall, 4th Floor  
Minneapolis, MN 55402  
612-338-3535  
johnsonb@pfmam.com

### Contents

Cover/Disclosures  
Summary Statement  
Individual Accounts

### Accounts included in Statement

600430 STATE PAYMENTS

### Important Messages

MSDLAF will be closed on 12/25/2023 for Christmas Day.  
MSDLAF will be closed on 01/01/2024 for New Year's Day.

INTERMEDIATE SCHOOL DISTRICT 917  
AMY D ALEXANDER  
1300 145TH STREET E  
ROSEMOUNT, MN 55068

**Online Access** [www.msdlaf.org](http://www.msdlaf.org)

**Customer Service** 1-888-4-MSDLAF



## Account Statement

For the Month Ending **November 30, 2023**

### Important Disclosures

#### Important Disclosures

This statement is for general information purposes only and is not intended to provide specific advice or recommendations. PFM Asset Management LLC ("PFMAM") is an investment adviser registered with the U.S. Securities and Exchange Commission and a subsidiary of U.S. Bancorp Asset Management, Inc. ("USBAM"). USBAM is a subsidiary of U.S. Bank National Association ("U.S. Bank"). U.S. Bank is a separate entity and subsidiary of U.S. Bancorp. U.S. Bank is not responsible for and does not guarantee the products, services or performance of PFMAM. PFMAM maintains a written disclosure statement of our background and business experience. If you would like to receive a copy of our current disclosure statement, please contact Service Operations at the address below.

**Proxy Voting** PFMAM does not normally receive proxies to vote on behalf of its clients. However, it does on occasion receive consent requests. In the event a consent request is received the portfolio manager contacts the client and then proceeds according to their instructions. PFMAM's Proxy Voting Policy is available upon request by contacting Service Operations at the address below.

**Questions About an Account** PFMAM's monthly statement is intended to detail our investment advisory activity as well as the activity of any accounts held by clients in pools that are managed by PFMAM. The custodian bank maintains the control of assets and executes (i.e., settles) all investment transactions. The custodian statement is the official record of security and cash holdings and transactions. PFMAM recognizes that clients may use these reports to facilitate record keeping and that the custodian bank statement and the PFMAM statement should be reconciled and differences resolved. Many custodians use a settlement date basis which may result in the need to reconcile due to a timing difference.

**Account Control** PFMAM does not have the authority to withdraw funds from or deposit funds to the custodian outside the scope of services provided by PFMAM. Our clients retain responsibility for their internal accounting policies; implementing and enforcing internal controls and generating ledger entries or otherwise recording transactions.

**Market Value** Generally, PFMAM's market prices are derived from closing bid prices as of the last business day of the month as supplied by Refinitiv or Bloomberg. For certain short-term investments or where prices are not available from generally recognized sources the securities are priced using a yield-based matrix system to arrive at an estimated market value. Prices that fall between data points are interpolated. Non-negotiable FDIC-insured bank certificates of deposit are priced at par. Although PFMAM believes the prices to be reliable, the values of the securities may not represent the prices at which the securities could have been bought or sold. Explanation of the valuation methods for a registered investment company or local government investment program is contained in the appropriate fund offering documentation or information statement.

**Amortized Cost** The original cost of the principal of the security is adjusted for the amount of the periodic reduction of any discount or premium from the purchase date until the date of the report. Discount or premium with respect to short term securities (those with less than one year to maturity at time of issuance) is amortized on a straightline basis. Such discount or premium with respect to longer term securities is amortized using the constant yield basis.

**Tax Reporting** Cost data and realized gains / losses are provided for informational purposes only. Please review for accuracy and consult your tax advisor to determine the tax consequences of your security transactions. PFMAM does not report such information to the IRS or other taxing authorities and is not responsible for the accuracy of such information that may be required to be reported to federal, state or other taxing authorities.

**Financial Situation** In order to better serve you, PFMAM should be promptly notified of any material change in your investment objective or financial situation.

**Callable Securities** Securities subject to redemption prior to maturity may be redeemed in whole or in part before maturity, which could affect the yield represented.

**Portfolio** The securities in this portfolio, including shares of mutual funds, are not guaranteed or otherwise protected by PFMAM, the FDIC (except for certain non-negotiable certificates of deposit) or any government agency. Investment in securities involves risks, including the possible loss of the amount invested. Actual settlement values, accrued interest, and amortized cost amounts may vary for securities subject to an adjustable interest rate or subject to principal paydowns. Any changes to the values shown may be reflected within the next monthly statement's beginning values.

**Rating** Information provided for ratings is based upon a good faith inquiry of selected sources, but its accuracy and completeness cannot be guaranteed.

Shares of some local government investment programs and TERM funds are marketed through representatives of PFMAM's affiliate, PFM Fund Distributors, Inc. which is registered with the SEC as a broker/dealer and is a member of the Financial Industry Regulatory Authority ("FINRA") and the Municipal Securities Rulemaking Board ("MSRB"). You may reach the FINRA by calling the FINRA Hotline at 1-800-289-9999 or at the FINRA website address <https://www.finra.org/investors/investor-contacts>. A brochure describing the FINRA Regulation Public Disclosure Program is also available from FINRA upon request.

#### Key Terms and Definitions

**Dividends** on local government investment program funds consist of interest earned, plus any discount ratably amortized to the date of maturity, plus all realized gains and losses on the sale of securities prior to maturity, less ratably amortization of any premium and all accrued expenses to the fund. Dividends are accrued daily and may be paid either monthly or quarterly. The monthly earnings on this statement represent the estimated dividend accrued for the month for any program that distributes earnings on a quarterly basis. There is no guarantee that the estimated amount will be paid on the actual distribution date.

**Current Yield** is the net change, exclusive of capital changes and income other than investment income, in the value of a hypothetical fund account with a balance of one share over the seven-day base period including the statement date, expressed as a percentage of the value of one share (normally \$1.00 per share) at the beginning of the seven-day period. This resulting net change in account value is then annualized by multiplying it by

365 and dividing the result by 7. The yields quoted should not be considered a representation of the yield of the fund in the future, since the yield is not fixed. **Average maturity** represents the average maturity of all securities and investments of a portfolio, determined by multiplying the par or principal value of each security or investment by its maturity (days or years), summing the products, and dividing the sum by the total principal value of the portfolio. The stated maturity date of mortgage backed or callable securities are used in this statement. However the actual maturity of these securities could vary depending on the level or prepayments on the underlying mortgages or whether a callable security has or is still able to be called.

**Monthly distribution yield** represents the net change in the value of one share (normally \$1.00 per share) resulting from all dividends declared during the month by a fund expressed as a percentage of the value of one share at the beginning of the month. This resulting net change is then annualized by multiplying it by 365 and dividing it by the number of calendar days in the month.

**YTM at Cost** The yield to maturity at cost is the expected rate of return, based on the original cost, the annual interest receipts, maturity value and the time period from purchase date to maturity, stated as a percentage, on an annualized basis.

**YTM at Market** The yield to maturity at market is the rate of return, based on the current market value, the annual interest receipts, maturity value and the time period remaining until maturity, stated as a percentage, on an annualized basis.

**Managed Account** A portfolio of investments managed discretely by PFMAM according to the client's specific investment policy and requirements. The investments are directly owned by the client and held by the client's custodian.

**Unsettled Trade** A trade which has been executed however the final consummation of the security transaction and payment has not yet taken place.

Please review the detail pages of this statement carefully. If you think your statement is wrong, missing account information, or if you need more information about a transaction, please contact PFMAM within 60 days of receipt. If you have other concerns or questions regarding your account, or to request an updated copy of PFMAM's current disclosure statement, please contact a member of your client management team at PFMAM Service Operations at the address below.

PFM Asset Management LLC  
Attn: Service Operations  
213 Market Street  
Harrisburg, PA 17101

**NOT FDIC INSURED      NO BANK GUARANTEE      MAY LOSE VALUE**

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## Account Statement - Transaction Summary

For the Month Ending **November 30, 2023**

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

#### MSDLAF+ Liquid Class

Opening Market Value	860,904.35
Purchases	3,745.17
Redemptions	0.00
Unsettled Trades	0.00
Change in Value	0.00

**Closing Market Value** **\$864,649.52**

Cash Dividends and Income 3,745.17

#### MSDLAF+ MAX Class

Opening Market Value	13,257,146.16
Purchases	58,670.77
Redemptions	0.00
Unsettled Trades	0.00
Change in Value	0.00

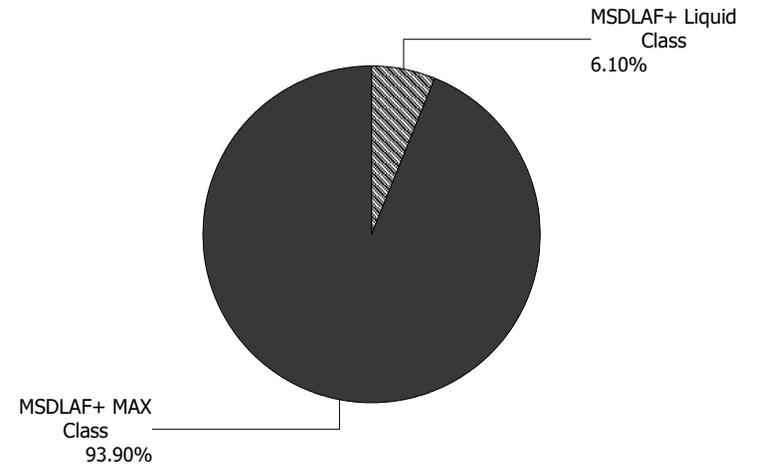
**Closing Market Value** **\$13,315,816.93**

Cash Dividends and Income 58,670.77

#### Asset Summary

	November 30, 2023	October 31, 2023
<b>MSDLAF+ Liquid Class</b>	864,649.52	860,904.35
<b>MSDLAF+ MAX Class</b>	13,315,816.93	13,257,146.16
<b>Total</b>	<b>\$14,180,466.45</b>	<b>\$14,118,050.51</b>

#### Asset Allocation





## Account Statement

For the Month Ending **November 30, 2023**

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

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Total Shares Owned
<b>MSDLAF+ Liquid Class</b>					
<b>Opening Balance</b>					<b>860,904.35</b>
11/30/23	12/01/23	Accrual Income Div Reinvestment - Distributions	1.00	3,745.17	864,649.52
<b>Closing Balance</b>					<b>864,649.52</b>

	Month of November	Fiscal YTD July-November		
<b>Opening Balance</b>	860,904.35	845,976.51	<b>Closing Balance</b>	864,649.52
<b>Purchases</b>	3,745.17	18,673.01	<b>Average Monthly Balance</b>	861,029.19
<b>Redemptions (Excl. Checks)</b>	0.00	0.00	<b>Monthly Distribution Yield</b>	5.31%
<b>Check Disbursements</b>	0.00	0.00		
<b>Closing Balance</b>	<b>864,649.52</b>	<b>864,649.52</b>		
<b>Cash Dividends and Income</b>	3,745.17	18,673.01		

### MSDLAF+ MAX Class

<b>Opening Balance</b>					<b>13,257,146.16</b>
11/30/23	12/01/23	Accrual Income Div Reinvestment - Distributions	1.00	58,670.77	13,315,816.93



## Account Statement

For the Month Ending **November 30, 2023**

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

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Total Shares Owned
<b>Closing Balance</b>					<b>13,315,816.93</b>
	<b>Month of November</b>	<b>Fiscal YTD July-November</b>			
<b>Opening Balance</b>	13,257,146.16	11,045,714.98	<b>Closing Balance</b>	13,315,816.93	
<b>Purchases</b>	58,670.77	2,270,101.95	<b>Average Monthly Balance</b>	13,259,101.85	
<b>Redemptions (Excl. Checks)</b>	0.00	0.00	<b>Monthly Distribution Yield</b>	5.40%	
<b>Check Disbursements</b>	0.00	0.00			
<b>Closing Balance</b>	<b>13,315,816.93</b>	<b>13,315,816.93</b>			
<b>Cash Dividends and Income</b>	58,670.77	270,101.95			

## INTERMEDIATE SCHOOL DISTRICT 917

A School Board Meeting of the Intermediate School District 917 School Board was held on Tuesday, December 5, 2023, in the Dakota Room at Dakota County Technical College.

**Members Present:** Tom Bennett, David Anderson, Lesley Chester, Wendy Felton, Cindy Nordstrom, Lisa Ehleringer, Lisa Hedin, Byron Schwab, Hannah Simmons, and ex-officio member Superintendent Dr. Michael Favor.

**Members Absent:** none.

**Also Present:** Melissa Schaller, Brooke Peterson, Taylor Lovin, Marci Levy-Maguire, Don Budach, Alison McCusker, KJ Bruels, and Linda Berg.

School Board Chair Cindy Nordstrom called the meeting to order at 5:55 PM.

The Pledge of Allegiance was conducted in the Board Work session prior to this meeting.

There were no visitors to be heard.

1. Motion by Byron Schwab, seconded by David Anderson to approve the agenda. Voting aye: Tom Bennett, David Anderson, Lesley Chester, Wendy Felton, Cindy Nordstrom, Lisa Ehleringer, Lisa Hedin, Byron Schwab, Hannah Simmons. Voting naye: None. Motion carried.

Dr. Melissa Schaller reported on updates from Student Services.

Taylor Lovin and Don Budach introduced the Fall Licensed and Non-Licensed Employees of the quarter.

Congratulations to Licensed Staff of the Quarter: Alison McCusker, Special Education Teacher at DCTC TESA Program and Non-Licensed Staff of the Quarter: KJ Bruels, Deaf/Blind Intervener at Lincoln Center Elementary.

Chair Cindy Nordstrom presented Board Member Wendy Felton with the 2024 MSBA All State School Board Award.

2. Motion by Tom Bennett, seconded by Hannah Simmons, to approve the consent items, as presented. Voting aye: Tom Bennett, David Anderson, Lesley Chester, Wendy Felton, Cindy Nordstrom, Lisa Ehleringer, Lisa Hedin, Byron Schwab, Hannah Simmons. Voting naye: None. Motion carried. (Addendum A.)

- **Minutes:** November 14, 2023, Regular School Board Meeting
- **Personnel:** *New Hires:* Tiffany Crotinger, Classroom Assistant, effective November 29, 2023. Kenneth Foxworth, Classroom Assistant, effective December 4, 2023. Ben Harding, Classroom Assistant, effective November 28, 2023. Christopher Reese, Custodian, effective December 4, 2023. *Resignations and terminations:* Erin Dahmen, Classroom Assistant, effective November 1, 2023. Pamela Lyons, Program Assistant, effective December 1, 2023. Leaves of absence: Tara Brenner, Administrative Assistant II, leave extension updated effective through June 6, 2024.
- **Donations:** A Kidwalk/Gait Trainer from Keith and Katie Rasmussen of Lakeville and a Rifton Adaptive Tricycle from Jason and Tracy Lilja of Hastings.
- **Policies:** 709 Student Transportation and 419 Commercial Tobacco Free Environment.

3. Motion by Byron Schwab, seconded by Hannah Simmons, to approve the bills from November 8, 2023, to November 29, 2023, Investment Report and wire transfers, as presented by the Executive Director of Business Services. Voting aye: Tom Bennett, David Anderson, Lesley Chester, Wendy Felton, Cindy Nordstrom, Lisa Ehleringer, Lisa Hedin, Byron Schwab, Hannah Simmons. Voting naye: None. Motion carried.
4. Motion by Wendy Felton, seconded by Lisa Ehleringer, to approve the following policies on a first and final reading: Policy 506 Student Discipline (adding a reference to Policy 419) and Policy 620 Credit for Learning. (Addendum B.) Voting aye: Tom Bennett, David Anderson, Lesley Chester, Wendy Felton, Cindy Nordstrom, Lisa Ehleringer, Lisa Hedin, Byron Schwab, Hannah Simmons. Voting naye: None. Motion carried.
5. First reading of Policy 413 Harassment and Violence. This will be brought back for a second and final reading at the January 9, 2023, Board meeting.
6. Motion by Lesley Chester, seconded by David Anderson to adjourn the meeting. There was a unanimous vote to adjourn.

There being no further business the meeting adjourned at 6:17 PM.

The next regular School Board Meeting will be Tuesday, January 9, 2024, at 4:45 PM.

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Clerk

**SUMMARY OF PERSONNEL ITEMS RECOMMENDED  
FOR ACTION AT BOARD MEETING OF January 9, 2023**

**NEW HIRES:**

Connor Hoffmeister, Classroom Assistant, effective January 2, 2024.

Isabella Walstrom, Administrative Assistant I, effective December 8, 2023.

**RE-HIRES:**

**CHANGE IN STATUS:**

Joshua Odell, Classroom Assistant to Teacher, effective December 4, 2023.

**LEAVES OF ABSENCE:**

Stephanie Bistodeau, Classroom Assistant, effective January 8, 2024, through April 5, 2024.

Jodi Erickson, Program Assistant, effective January 11, 2024, through March 21, 2024.

Anna Lamphere, Mental Health Practitioner, effective January 12, 2024, through June 7, 2024.

Sharlene Nagle, Classroom Assistant, effective December 5, 2023, through June 5, 2024.

**RESIGNATION & TERMINATIONS:**

Paige Bjerke, Administrative Assistant II, effective January 5, 2024.

Jessica Chamblin, Teacher, Effective June 7, 2024.

Sophie Devore, Sign Language Interpreter, effective November 21, 2023.

**RETIREMENT:**

Shannon Brennan, Assistant Director of Special Education, effective September 2, 2024.



**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: January 9, 2024

RE: Final readings on policies

**The policy listed below are a final reading:**

- 413 Harassment and Violence
- 416 Drug, Alcohol, and Cannabis Testing

**413 HARASSMENT AND VIOLENCE**

**I. PURPOSE**

The purpose of this policy is to maintain a learning and working environment free from harassment and violence on the basis of race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, including gender identity or expression, or disability (Protected Class).

**II. GENERAL STATEMENT OF POLICY**

- A. The policy of the school district is to maintain a learning and working environment free from harassment and violence on the basis of Protected Class or gender identity or expression. The school district prohibits any form of harassment or violence on the basis of Protected Class or gender identity or expression.
- B. A violation of this policy occurs when any student, teacher, administrator, or other school district personnel harasses a student, teacher, administrator, or other school district personnel or group of students, teachers, administrators, or other school district personnel through conduct or communication based on a person's Protected Class or gender identity or expression., as defined by this policy. (For purposes of this policy, school district personnel include school board members, school employees, agents, volunteers, contractors, or persons subject to the supervision and control of the district.)
- C. A violation of this policy occurs when any student, teacher, administrator, or other school district personnel inflicts, threatens to inflict, or attempts to inflict violence upon any student, teacher, administrator, or other school district personnel or group of students, teachers, administrators, or other school district personnel based on a person's Protected Class or gender identity or expression.
- D. The school district will act to investigate all complaints, either formal or informal, verbal or written, of harassment or violence based on a person's Protected Class or gender identity or expression, and to discipline or take appropriate action against any student, teacher, administrator, or other school district personnel found to have violated this policy.

**III. DEFINITIONS**

- A. "Assault" is:

1. an act done with intent to cause fear in another of immediate bodily harm or death;
  2. the intentional infliction of or attempt to inflict bodily harm upon another; or
  3. the threat to do bodily harm to another with present ability to carry out the threat.
- B. “Harassment” prohibited by this policy consists of physical or verbal conduct, including, but not limited to, electronic communications, relating to an individual’s or group of individuals’ race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, including gender identity or expression, or disability, when the conduct:
1. has the purpose or effect of creating an intimidating, hostile, or offensive working or academic environment;
  2. has the purpose or effect of substantially or unreasonably interfering with an individual’s work or academic performance; or
  3. otherwise adversely affects an individual’s employment or academic opportunities.
- C. “Immediately” means as soon as possible but in no event longer than 24 hours.
- D. Protected Classifications; Definitions
1. “Disability” means, with respect to an individual who
    - a. a physical sensory or mental impairment that materially limits one or more major life activities of such individual;
    - b. has a record of such an impairment; or
    - c. is regarded as having such an impairment.
  2. “Familial status” means the condition of one or more minors being domiciled with:
    - a. their parent or parents or the minor’s legal guardian; or
    - b. the designee of the parent or parents or guardian with the written permission of the parent or parents or guardian. The protections afforded against harassment or discrimination on the basis of family status apply to any person who is pregnant or is in the process of securing legal custody of an individual who has not attained the age

of majority.

3. “Marital status” means whether a person is single, married, remarried, divorced, separated, or a surviving spouse and, in employment cases, includes protection against harassment or discrimination on the basis of the identity, situation, actions, or beliefs of a spouse or former spouse.
4. “National origin” means the place of birth of an individual or of any of the individual’s lineal ancestors.
5. “Sex” includes, but is not limited to, pregnancy, childbirth, and disabilities related to pregnancy or childbirth.
6. ~~“Sexual orientation” means having or being perceived as having an emotional, physical, or sexual attachment to another person without regard to the sex of that person or having or being perceived as having an orientation for such attachment, or having or being perceived as having a self image or identity not traditionally associated with one’s biological maleness or femaleness. “Sexual orientation” does not include a physical or sexual attachment to children by an adult.~~

**“Sexual orientation” means to whom someone is, or is perceived of as being, emotionally, physically, or sexually attracted to based on sex or gender identity. A person may be attracted to men, women, both, neither, or to people who are genderqueer, androgynous, or have other gender identities.**

**[NOTE: In 2023, the Minnesota legislature revised the definition of “sexual orientation” in the Minnesota Human Rights Act to read as provided here.]**

7. **“Gender identity or expression” means the socially constructed roles, behaviors, activities, and attributes that a given society attaches to femininity or masculinity. The manner in which persons represent or express gender to others, often through behavior, clothing, hair style, activities, voice, or mannerisms. Or a person’s deeply held sense of knowledge of their own sex.**
  8. “Status with regard to public assistance” means the condition of being a recipient of federal, state, or local assistance, including medical assistance, or of being a tenant receiving federal, state, or local subsidies, including rental assistance or rent supplements.
- E. “Remedial response” means a measure to stop and correct acts of harassment or violence, prevent acts of harassment or violence from recurring, and protect, support, and intervene on behalf of a student who is the target or victim of acts of harassment or violence.

F. Sexual Harassment; Definition

1. Sexual harassment includes unwelcome sexual advances, requests for sexual favors, sexually motivated physical conduct, or other verbal or physical conduct or communication of a sexual nature when:
  - a. submission to that conduct or communication is made a term or condition, either explicitly or implicitly, of obtaining employment or an education; or
  - b. submission to or rejection of that conduct or communication by an individual is used as a factor in decisions affecting that individual's employment or education; or
  - c. that conduct or communication has the purpose or effect of substantially interfering with an individual's employment or education, or creating an intimidating, hostile, or offensive employment or educational environment.
2. Sexual harassment may include, but is not limited to:
  - a. unwelcome verbal harassment or abuse;
  - b. unwelcome pressure for sexual activity;
  - c. unwelcome, sexually motivated, or inappropriate patting, pinching, or physical contact, other than necessary restraint of student(s) by teachers, administrators, or other school district personnel to avoid physical harm to persons;
  - d. unwelcome sexual behavior or words, including demands for sexual favors, accompanied by implied or overt threats concerning an individual's employment or educational status;
  - e. unwelcome sexual behavior or words, including demands for sexual favors, accompanied by implied or overt promises of preferential treatment with regard to an individual's employment or educational status; or
  - f. unwelcome behavior or words directed at an individual because of sexual orientation, including gender identity or expression.

G. Sexual Violence; Definition

1. Sexual violence is a physical act of aggression or force or the threat thereof that involves the touching of another's intimate parts or forcing a person to

touch any person's intimate parts. Intimate parts, as defined in Minnesota Statutes, section 609.341, includes the primary genital area, groin, inner thigh, buttocks, or breast, as well as the clothing covering these areas.

2. Sexual violence may include, but is not limited to:
  - a. touching, patting, grabbing, or pinching another person's intimate parts
  - b. coercing, forcing, or attempting to coerce or force the touching of anyone's intimate parts;
  - c. coercing, forcing, or attempting to coerce or force sexual intercourse or a sexual act on another; or
  - d. threatening to force or coerce sexual acts, including the touching of intimate parts or intercourse, on another.

#### H. Violence; Definition

Violence prohibited by this policy is a physical act of aggression or assault upon another or group of individuals because of, or in a manner reasonably related to an individual's Protected Class or gender identity or expression.

### IV. **REPORTING PROCEDURES**

- A. Any person who believes they have been the target or victim of harassment or violence on the basis of Protected Class or gender identity or expression by a student, teacher, administrator, or other school district personnel, or any person with knowledge or belief of conduct which may constitute harassment or violence prohibited by this policy toward a student, teacher, administrator, or other school district personnel or group of students, teachers, administrators, or other school district personnel should report the alleged acts immediately to an appropriate school district official designated by this policy. A person may report conduct that may constitute harassment or violence anonymously. However, the school district may not rely solely on an anonymous report to determine discipline or other remedial responses.
- B. The school district encourages the reporting party or complainant to use the Title IX Formal Complaint Form available on the ISD 917 website, but oral reports shall be considered complaints as well.
- C. Nothing in this policy shall prevent any person from reporting harassment or violence directly to a school district human rights officer or to the superintendent. If the complaint involves the building report taker, the complaint shall be made or filed directly with the superintendent or the school district human rights officer by the reporting party or complainant.

- D. In Each School Building. The building principal, the principal's designee, or the building supervisor (hereinafter the "building report taker") is the person responsible for receiving oral or written reports of harassment or violence prohibited by this policy at the building level. Any adult school district personnel who receives a report of harassment or violence prohibited by this policy shall inform the building report taker immediately. If the complaint involves the building report taker, the complaint shall be made or filed directly with the superintendent or the school district human rights officer by the reporting party or complainant. The building report taker shall ensure that this policy and its procedures, practices, consequences, and sanctions are fairly and fully implemented and shall serve as a primary contact on policy and procedural matters.
- E. A teacher, school administrator, volunteer, contractor, or other school employee shall be particularly alert to possible situations, circumstances, or events that might include acts of harassment or violence. Any such person who witnesses, observes, receives a report of, or has other knowledge or belief of conduct that may constitute harassment or violence shall make reasonable efforts to address and resolve the harassment or violence and shall inform the building report taker immediately. School district personnel who fail to inform the building report taker of conduct that may constitute harassment or violence or who fail to make reasonable efforts to address and resolve the harassment or violence in a timely manner may be subject to disciplinary action.
- F. Upon receipt of a report, the building report taker must notify the school district human rights officer immediately, without screening or investigating the report. The building report taker may request, but may not insist upon, a written complaint. A written statement of the facts alleged will be forwarded as soon as practicable by the building report taker to the human rights officer. If the report was given verbally, the building report taker shall personally reduce it to written form within 24 hours and forward it to the human rights officer. Failure to forward any harassment or violence report or complaint as provided herein may result in disciplinary action against the building report taker.
- G. In the District. The school board hereby designates ~~Don Budach~~, as the school district human rights officer(s) to receive reports or complaints of harassment or violence prohibited by this policy. If the complaint involves a human rights officer, the complaint shall be filed directly with the superintendent.<sup>1</sup>
- H. The school district shall conspicuously post the name of the human rights officer(s), including mailing addresses and telephone numbers.
- I. Submission of a good faith complaint or report of harassment or violence prohibited by this policy will not affect the complainant or reporter's future employment, grades, work assignments, or educational or work environment.
- J. Use of formal reporting forms is not mandatory.

- K. Reports of harassment or violence prohibited by this policy are classified as private educational and/or personnel data and/or confidential investigative data and will not be disclosed except as permitted by law.
- L. The school district will respect the privacy of the complainant(s), the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the school district's legal obligations to investigate, to take appropriate action, and to comply with any discovery or disclosure obligations.
- M. Retaliation against a victim, good faith reporter, or a witness of violence or harassment is prohibited.
- N. False accusations or reports of violence or harassment against another person are prohibited.
- O. A person who engages in an act of violence or harassment, reprisal, retaliation, or false reporting of violence or harassment, or permits, condones, or tolerates violence or harassment shall be subject to discipline or other remedial responses for that act in accordance with the school district's policies and procedures.

Consequences for students who commit, or are a party to, prohibited acts of violence or harassment or who engage in reprisal or intentional false reporting may range from remedial responses or positive behavioral interventions up to and including suspension and/or expulsion.

Consequences for employees who permit, condone, or tolerate violence or harassment or engage in an act of reprisal or intentional false reporting of violence or harassment may result in disciplinary action up to and including termination or discharge.

Consequences for other individuals engaging in prohibited acts of violence or harassment may include, but not be limited to, exclusion from school district property and events and/or termination of services and/or contracts.

## **V. INVESTIGATION**

- A. By authority of the school district, the human rights officer, within three (3) days of the receipt of a report or complaint alleging harassment or violence prohibited by this policy, shall undertake or authorize an investigation. The investigation may be conducted by school district officials or by a third party designated by the school district.
- B. The investigation may consist of personal interviews with the complainant, the individual(s) against whom the complaint is filed, and others who may have knowledge of the alleged incident(s) or circumstances giving rise to the complaint. The investigation may also consist of any other methods and documents deemed pertinent by the investigator.

- C. In determining whether alleged conduct constitutes a violation of this policy, the school district 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 incidents occurred. Whether a particular action or incident constitutes a violation of this policy requires a determination based on all the facts and surrounding circumstances.
- D. In addition, the school district may take immediate steps, at its discretion, to protect the target or victim, the complainant, and students, teachers, administrators, or other school district personnel pending completion of an investigation of alleged harassment or violence prohibited by this policy.
- E. The alleged perpetrator of the act(s) of harassment or violence shall be allowed the opportunity to present a defense during the investigation or prior to the imposition of discipline or other remedial responses.
- F. The investigation will be completed as soon as practicable. The school district human rights officer shall make a written report to the superintendent upon completion of the investigation. If the complaint involves the superintendent, the report may be filed directly with the school board. The report shall include a determination of whether the allegations have been substantiated as factual and whether they appear to be violations of this policy.

## **VI. SCHOOL DISTRICT ACTION**

- A. Upon completion of an investigation that determines a violation of this policy has occurred, the school district will take appropriate action. Such action may include, but is not limited to, warning, suspension, exclusion, expulsion, transfer, remediation, termination, or discharge. Disciplinary consequences will be sufficiently severe to try to deter violations and to appropriately discipline prohibited behavior. School district action taken for violation of this policy will be consistent with requirements of applicable collective bargaining agreements, Minnesota and federal law, and applicable school district policies and regulations.
- B. The school district is not authorized to disclose to a victim private educational or personnel data regarding an alleged perpetrator who is a student or employee of the school district. School officials will notify the targets or victims and alleged perpetrators of harassment or violence, the parent(s) or guardian(s) of targets or victims of harassment or violence and the parent(s) or guardian(s) of alleged perpetrators of harassment or violence who have been involved in a reported and confirmed harassment or violence incident of the remedial or disciplinary action taken, to the extent permitted by law.
- C. In order to prevent or respond to acts of harassment or violence committed by or directed against a child with a disability, the school district shall, where determined

appropriate by the child's individualized education program (IEP) or Section 504 team, allow the child's IEP or Section 504 plan to be drafted to address the skills and proficiencies the child needs as a result of the child's disability to allow the child to respond to or not to engage in acts of harassment or violence.

## **VII. RETALIATION OR REPRISAL**

The school district will discipline or take appropriate action against any student, teacher, administrator, or other school district personnel who commits an act of reprisal or who retaliates against any person who asserts, alleges, or makes a good faith report of alleged harassment or violence prohibited by this policy, who testifies, assists, or participates in an investigation of retaliation or alleged harassment or violence, or who testifies, assists, or participates in a proceeding or hearing relating to such harassment or violence. Retaliation includes, but is not limited to, any form of intimidation, reprisal, harassment, or intentional disparate treatment. Disciplinary consequences will be sufficiently severe to deter violations and to appropriately discipline the individual(s) who engaged in the harassment or violence. Remedial responses to the harassment or violence shall be tailored to the particular incident and nature of the conduct.

## **VIII. RIGHT TO ALTERNATIVE COMPLAINT PROCEDURES**

These procedures do not deny the right of any individual to pursue other avenues of recourse which may include filing charges with the Minnesota Department of Human Rights or another state or federal agency, initiating civil action, or seeking redress under state criminal statutes and/or federal law.

## **IX. HARASSMENT OR VIOLENCE AS ABUSE**

- A. Under certain circumstances, alleged harassment or violence may also be possible abuse under Minnesota law. If so, the duties of mandatory reporting under Minnesota Statutes chapter 260E may be applicable.
- B. Nothing in this policy will prohibit the school district from taking immediate action to protect victims of alleged harassment, violence, or abuse.

## **X. DISSEMINATION OF POLICY AND TRAINING**

- A. This policy shall be conspicuously posted throughout each school building in areas accessible to students and staff members.
- B. This policy shall be included in the ISD 917 staff handbook and available to staff and independent contractors who regularly interact with students at the time of initial employment with the school district via the ISD 917 website.
- C. This policy shall appear in the student handbook.
- D. The school district will develop a method of discussing this policy with students

and employees.

- E. The school district may implement violence prevention and character development education programs to prevent and reduce policy violations. Such programs may offer instruction on character education including, but not limited to, character qualities such as attentiveness, truthfulness, respect for authority, diligence, gratefulness, self-discipline, patience, forgiveness, respect for others, peacemaking, resourcefulness, and/or sexual abuse prevention.
- F. This policy shall be reviewed at least annually for compliance with state and federal law.

**Legal References:** Minn. Stat. § 120B.232 (Character Development Education)  
Minn. Stat. § 120B.234 (Child Sexual Abuse Prevention Education)  
Minn. Stat. § 121A.03, Subd. 2 (Sexual, Religious, and Racial Harassment and Violence Policy)  
Minn. Stat. § 121A.031 (School Student Bullying Policy)  
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)  
Minn. Stat. § 609.341 (Definitions)  
Minn. Stat. Ch. 260E (Reporting of Maltreatment of Minors)  
20 U.S.C. §§ 1681-1688 (Title IX of the Education Amendments of 1972)  
29 U.S.C. § 621 *et seq.* (Age Discrimination in Employment Act)  
29 U.S.C. § 794 (Section 504 of the Rehabilitation Act of 1973)  
42 U.S.C. § 1983 (Civil Action for Deprivation of Rights)  
42 U.S.C. § 2000d *et seq.* (Title VI of the Civil Rights Act of 1964)  
42 U.S.C. § 2000e *et seq.* (Title VII of the Civil Rights Act)  
42 U.S.C. § 12101 *et seq.* (Americans with Disabilities Act)

**Cross References:** MSBA/MASA Model Policy 102 (Equal Educational Opportunity)  
MSBA/MASA Model Policy 401 (Equal Employment Opportunity)  
MSBA/MASA Model Policy 402 (Disability Nondiscrimination Policy)  
MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)  
MSBA/MASA Model Policy 406 (Public and Private Personnel Data)  
MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)  
MSBA/MASA Model Policy 415 (Mandated Reporting of Maltreatment of Vulnerable Adults)  
MSBA/MASA Model Policy 506 (Student Discipline)  
MSBA/MASA Model Policy 514 (Bullying Prohibition Policy)  
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)  
MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)  
MSBA/MASA Model Policy 522 (Title IX Sex Nondiscrimination, Grievance Procedures and Process)  
MSBA/MASA Model Policy 524 (Internet Acceptable Use and Safety Policy)

MSBA/MASA Model Policy 525 (Violence Prevention)  
MSBA/MASA Model Policy 526 (Hazing Prohibition)  
MSBA/MASA Model Policy 528 (Student Parental, Family, and Marital  
Status Nondiscrimination)

**416 DRUG, ~~AND~~ ALCOHOL, **AND CANNABIS** TESTING**

**I. PURPOSE**

- A. The school board recognizes the significant problems created by drug, alcohol, **and cannabis** 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, alcohol, **and cannabis** 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, alcohol, **and cannabis** 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, alcohol, **and cannabis** 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, alcohol, **and cannabis** 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, alcohol, **and cannabis** 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 **or cannabis** 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 **or cannabis** 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 **or cannabis** 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.
- F. **The school district may discipline, discharge, or take other adverse personnel action against an employee for cannabis flower, cannabis product, lower-potency hemp edible, or hemp-derived consumer product use, possession, impairment, sale, or transfer while an employee is working, on school district premises, or operating a school district vehicle, machinery, or equipment as follows:**
  - 1. **If, as the result of consuming cannabis flower, a cannabis product, a lower-potency hemp edible, or a hemp-derived consumer product, the employee does not possess that clearness of intellect and control of self that the employee otherwise would have;**
  - 2. **If cannabis testing verifies the presence of cannabis flower, a cannabis product, a lower-potency hemp edible, or a hemp-derived consumer product following a confirmatory test;**
  - 3. **As provided in the school district’s written work rules for cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products and cannabis testing, provided that the rules are in writing and in a written policy that contains the minimum information required by section 181.952; or**
  - 4. **As otherwise authorized or required under state or federal law or regulations, or if a failure to do so would cause the school district to lose a monetary or licensing-related benefit under federal law or regulations.**

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

**As of this date, January 9, 2024, ISD 917 does not hire bus drivers. Therefore, Section III is not relevant at this time.**

A. General Statement of Policy

All persons subject to commercial driver’s license requirements shall be tested for alcohol, ~~marijuana~~ **cannabis** (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 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

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.

D. Alcohol and Controlled Substances Testing Program Manager

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

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

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

1. Pre-Employment Testing

- a. A driver applicant shall undergo testing for controlled substances, including medical cannabis, before the first time the driver performs safety-sensitive functions for the school district.
- 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.
- d. The applicant also must be asked whether 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. **(See Attachment C to this policy.)** The school district shall retain the consent for three (3) years from the date of the query.

## 2. Post-Accident Testing

- 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.

## 3. Random Testing

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

4. Reasonable Suspicion Testing

- 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.

5. 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.

6. 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.

7. Refusal to Submit and Attendant Consequences

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 D to this policy.

I. Testing Procedures

1. Drug Testing

- 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

- 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.
- 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.

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

Basic records	5 years
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“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
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Alcohol and controlled substance collection procedures	2 years
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Negative and cancelled controlled substance tests	1 year
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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.

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.
  - 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.
  - 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 **cannabis testing or** drug and alcohol testing other than that required by federal law. For example, drivers may be requested or required to undergo **cannabis testing or** 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.

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. CANNABIS TESTING OR DRUG AND ALCOHOL TESTING FOR OTHER EMPLOYEES**

The school district may request or require **cannabis testing or** 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 **cannabis testing or** 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 **cannabis testing** or drug and alcohol testing beyond that mandated by federal law,

the provisions of Section IV. of this policy will be applicable to such testing.

**A. Definitions**

1. “Cannabis testing” means the analysis of a body component sample according to the standards established under one of the programs listed in Minnesota Statutes, section 181.953, subdivision 1, for the purpose of measuring the presence or absence of cannabis flower, as defined in Minnesota Statutes, section 342.01, subdivision 16, cannabis products, as defined in section 342.01, subdivision 20, lower-potency hemp edibles as defined in section 342.01, subdivision 50, hemp-derived consumer products as defined in section 342.01, subdivision 37, or cannabis metabolites in the sample tested. The definitions in this section apply to cannabis testing unless stated otherwise.
2. “Confirmatory test” and “confirmatory retest” mean a drug or alcohol test that uses a method of analysis allowed under one of the programs listed in Minnesota Statutes, section 181.953, subdivision 1.
3. “Drug” means a controlled substance as defined in Minnesota Statutes, section 152.01, subdivision 4, but does not include marijuana, tetrahydrocannabinols, cannabis flower as defined in section 342.01, subdivision 16, cannabis products as defined in section 342.01, subdivision 20, lower-potency hemp edibles as defined in section 342.01, subdivision 50, and hemp-derived consumer products as defined in section 342.01, subdivision 37.
4. “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. “Drug and alcohol testing,” “drug or alcohol testing,” and “drug or alcohol test” do not include cannabis or cannabis testing, unless stated otherwise.
5. “Employee” means a person, independent contractor, or person working for an independent contractor who performs services for compensation, in whatever form, for an employer.
6. “Initial screening test” means a drug or alcohol test or cannabis test which uses a method of analysis under one of the programs listed in Minnesota Statutes, section 181.953, subdivision 1.
7. “Job Applicant” means a person, independent contractor, or person working for an independent contractor who applies to become an employee of the charter school 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, cannabis or alcohol testing. Job applicants for positions requiring a commercial driver’s license are governed by the

provisions of the school’s drug, alcohol, and cannabis testing policy relating to school bus drivers (Section III.).

8. “Other Employees” means any persons, independent contractors, or persons working for an independent contractor who perform services for the charter school 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’s drug, alcohol, and cannabis testing policy relating to school bus drivers (Section III.). To the extent that the drug, alcohol, and cannabis 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.”
9. “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.
10. “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 charter school discretion to waive the selection of any employee selected under the mechanism.
11. “Reasonable Suspicion” means a basis for forming a belief based on specific facts and rational inferences drawn from those facts.
12. “Safety-Sensitive Position” means a job, including any supervisory or management position, in which an impairment caused by drug, alcohol, or cannabis usage would threaten the health or safety of any person.

**A.B.** Circumstances Under Which Drug, Cannabis Testing or Drug and Alcohol Testing May Be Requested or Required: Exceptions

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 and alcohol testing **or cannabis 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 **or cannabis testing** on an arbitrary and capricious basis.

2. **Cannabis Testing Exceptions**

**For the following positions, cannabis and its metabolites are considered a drug and subject to the drug, alcohol, and cannabis testing provisions in Minnesota Statutes, sections 181.950 to 181.957:**

- a. **a safety-sensitive position, as defined in Minnesota Statutes, section 181.950, subdivision 13;**
- b. **a position requiring face-to-face care, training, education, supervision, counseling, consultation, or medical assistance to children;**
- c. **a position requiring a commercial driver's license or requiring an employee to operate a motor vehicle for which state or federal law requires drug or alcohol testing of a job applicant or an employee;**
- d. **a position of employment funded by a federal grant; or**
- e. **any other position for which state or federal law requires testing of a job applicant or an employee for cannabis.**

3. **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 **or cannabis 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 **or cannabis 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.

- a. **The school district must not request or require a job applicant to undergo cannabis testing solely for the purpose of determining the presence or absence of cannabis as a condition of employment unless otherwise required by state or federal law.**

- b. **Unless otherwise required by state or federal law, the school district must not refuse to hire a job applicant solely because the job applicant submits to a cannabis test or a drug and alcohol test authorized by Minnesota law and the results of the test indicate the presence of cannabis.**
- c. **The school district must not request or require an employee or job applicant to undergo cannabis testing on an arbitrary or capricious basis.**
- d. **Cannabis testing authorized under paragraph (d) must comply with the safeguards for testing employees provided in Minnesota Statutes, sections 181.953 and 181.954.**

4. Random Testing

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

5. Reasonable Suspicion Testing

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

- a. is under the influence **cannabis**, drugs, or alcohol;
- b. has violated the school district’s written work rules prohibiting the use, possession, sale, or transfer of drugs or alcohol, **cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products** 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.

6. Treatment Program Testing

The school district may request or require any employee to undergo **cannabis testing** or 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 **cannabis testing** or 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.

7. Routine Physical Examination Testing

The school district may request or require any employee to undergo **cannabis testing** or 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 **cannabis**, or drug and alcohol test may be requested or required as part of the physical examination.

C. 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 **cannabis testing** or drug and alcohol testing.

D. Right of Other Employee or Job Applicant to Refuse **Cannabis Testing or** Drug and Alcohol Testing and Consequences of Such Refusal

1. Right of Other Employee or Job Applicant to Refuse **Cannabis Testing or** Drug and Alcohol Testing

Any employee or job applicant whose position does not require a commercial driver's license has the right to refuse **cannabis testing or** 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 **cannabis Testing or** Drug and Alcohol Testing

Any employee in a position that does not require a commercial driver's license who refuses to undergo **cannabis testing or** 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 **Cannabis Testing or** Drug and Alcohol Testing

Any job applicant for a position which does not require a commercial driver's license who refuses to undergo **cannabis testing or** drug and alcohol testing and 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 **or requesting cannabis 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 **or cannabis 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 and alcohol testing **or cannabis 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 and alcohol testing **or cannabis 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 **or cannabis 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. **(See Attachment G to this policy.)**
- 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 **or of enrollment in a Tribal medical program** 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~~ **cannabis**. 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~~ **their** expense.
- b. An employee or job applicant may request a confirmatory retest of the original sample at ~~his or her~~ **their** 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~~ **their** 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, **or cannabis** 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 **or cannabis 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, **or cannabis** 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 **or cannabis 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 or **cannabis 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, **cannabis** 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 **or cannabis 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's drug or alcohol testing **or cannabis 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 or alcohol testing **or cannabis 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, alcohol, **and cannabis testing**. Affected employees and applicants will acknowledge receipt of this written notice in the form of Attachment H 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 cannabis 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, Alcohol, and Cannabis 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)  
**49 C.F.R. Part 382 (Controlled Substances and Alcohol Use and Testing)**

*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)

**ATTACHMENTS TO  
DRUG, ~~AND~~ ALCOHOL AND CANNABIS TESTING POLICY**

- Attachments A through C are to be used in conjunction with the drug and alcohol testing of **school** bus drivers and driver applicants.
- Attachment A is a **“Driver Acknowledgment–Drug and Alcohol Testing Policy Materials”** form that should be used to document receipt of the policy and other materials by drivers and driver applicants. It is referred to in Article III., Section C., Paragraph 4. of the policy.
- Attachment B is a **“Bus Driver or Driver Applicant–Authorization to Release Information”** form. It is referred to in Article III., Section H., Paragraph 1. of the policy.
- Attachment C is a **“Consent to Clearinghouse Full Query”** form. It is referred to in Article III, Section H, Paragraph e of the policy.
- Attachment D is a **“Bus Driver or Driver Applicant–Refusal to Submit to Testing”** form. It is referred to in Article III., Section H., Paragraph 8. of the policy.
- Attachments E through H are to be used in conjunction with drug, **cannabis**, and alcohol testing of non-bus drivers and applicants.
- Attachment E is a **“Pretest Notice”** that must be provided to non-school bus driver employees or job applicants before requesting that the employee or job applicant undergo drug or alcohol testing. It is referred to in Article IV., Section E., Paragraph 1. of the policy.
- Attachment F is a **“Notice of Test Results and Various Rights”** which should be used by the District when notifying non-school bus driver employees or job applicants of test results and other rights. It is referred to in Article IV., Section E., Paragraph 6. of the policy.
- Attachment G is an **“Explanation of Positive Test Result”** form which should be used by the school district to request that the employee or job applicant submit information to the school district relevant to the reliability of, or explanation for, a positive test result. It is referred to in Article IV., Section E., Paragraph 4. of the policy.
- Finally, the District may wish to use Attachment H, entitled **“Acknowledgment–Drug, and Alcohol, and Cannabis Testing Policy,”** to document that written notice of the policy was given to all affected employees. It is referred to in Article IV., Section J. of the policy.



## Intermediate School District 917

*Purposeful. Personalized. Partners.*  
1300 145th Street East, Rosemount, MN  
55068 (651) 423-8229 \*  
<http://www.isd917.org>

**Attachment A**

### — DRIVER ACKNOWLEDGMENT — DRUG AND ALCOHOL TESTING POLICY AND MATERIALS

I have received a copy of the Drug, ~~and~~ Alcohol, **and Cannabis** Testing Policy of Intermediate School District No. 917, Rosemount, Minnesota and have read it in its entirety. I understand that I am subject to the provisions of Article III of the policy, entitled **Federally Mandated** Drug and Alcohol Testing for **School** Bus Drivers, because the position involves operating a commercial motor vehicle and requires a commercial driver's license.

The District's policy was provided to me:

- Upon adoption of the policy (employee).
- Upon my hire (job applicant/new employee).
- After receipt of my conditional job offer, before any testing if my job offer is contingent upon my passing of drug and alcohol testing (job applicant).

I also received materials 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 ~~drug~~ **controlled substance** problem; and available methods of intervening when an alcohol or drug problem is suspected.

I have been advised that the Alcohol and Controlled Substances Testing Program Manager is \_\_\_\_\_ and that any questions I may have concerning the Policy should be directed to the Program Manager.

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

Signature



## Intermediate School District 917

*Purposeful. Personalized. Partners.*  
1300 145th Street East, Rosemount, MN  
55068 (651) 423-8229 \*  
<http://www.isd917.org>

**Attachment B**

### – BUS DRIVER OR DRIVER APPLICANT – AUTHORIZATION TO RELEASE INFORMATION

Section I. To be completed by the school district, signed by the bus driver, or driver applicant, and transmitted to the previous employer:

Employee Printed or Typed Name:

\_\_\_\_\_

Employee SS or ID Number:

\_\_\_\_\_

I hereby authorize release of information from my Department of Transportation regulated drug and alcohol testing records by my previous employer, listed in Section I-B, to the employer listed in Section I-A. This release is in accordance with DOT Regulation 49 CFR Part 40, Section 40.25. I understand that information to be released in Section II-A by my previous employer, is limited to the following DOT-regulated testing items:

1. Alcohol tests with a result of 0.04 or higher;
2. Verified positive drug tests;
3. Refusals to be tested;
4. Other violations of DOT agency drug and alcohol testing regulations;
5. Information obtained from previous employers of a drug and alcohol rule violation;
6. Documentation, if any, of completion of the return-to-duty process following a rule

violation.

Employee Signature: \_\_\_\_\_ Date:

\_\_\_\_\_

#### Section I-A.

School District Name:

\_\_\_\_\_

Address:

\_\_\_\_\_

\_\_\_\_\_

Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

\_\_\_\_\_

Designated Employer Representative:

\_\_\_\_\_

#### Section I-B.

Previous Employer Name:

\_\_\_\_\_

Address:

\_\_\_\_\_

Phone #: \_\_\_\_\_

Designated Employer Representative (if known):

\_\_\_\_\_

Section II. To be completed by the previous employer and transmitted by mail or fax to the new employer:

Section II-A. In the two years prior to the date of the employee's signature (in Section I), for DOT-regulated testing:

- \_\_\_\_\_ 1. Did the employee have alcohol tests with a result of 0.04 or higher? YES \_\_\_\_ NO
- \_\_\_\_\_ 2. Did the employee have verified positive drug tests? YES \_\_\_\_ NO
- \_\_\_\_\_ 3. Did the employee refuse to be tested? YES \_\_\_\_ NO
- \_\_\_\_\_ 4. Did the employee have other violations of DOT agency drug and alcohol testing regulations? YES \_\_\_\_ NO
- \_\_\_\_\_ 5. Did a previous employer report a drug and alcohol rule violation to you? YES \_\_\_\_ NO
- \_\_\_\_\_ 6. If you answered "yes" to any of the above items, did the employee complete the return-to-duty process? N/A \_\_\_\_ YES \_\_\_\_ NO

NOTE: If you answered "yes" to item 5, you must provide the previous employer's report. If you answered "yes" to item 6, you must also transmit the appropriate return-to-duty documentation (e.g., SAP report(s), follow-up testing record).

Section II-B.

Name of person providing information in Section II-A:

\_\_\_\_\_

Title: \_\_\_\_\_

Phone #: \_\_\_\_\_

Date: \_\_\_\_\_



## Intermediate School District 917

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**Attachment C**

**BUS DRIVER OR DRIVER APPLICANT —  
CONSENT TO SCHOOL DISTRICT CONDUCT  
OF CLEARINGHOUSE FULL QUERY**

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.

I consent to the school district's conduct of a Clearinghouse full query.

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

\_\_\_\_\_



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**Attachment D**

### **— BUS DRIVER OR DRIVER APPLICANT — REFUSAL TO SUBMIT TO TESTING**

I hereby refuse to submit to drug/alcohol testing by doing the following:

- Failing 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;
- Failing to remain at the testing site until the testing process is complete;
- Failing to provide a urine specimen or an adequate amount of saliva or breath for any DOT drug or alcohol test;
- Failing to permit the observation or monitoring of any provision of a specimen in the case of a directly observed or monitored collection in a drug test;
- Failing to provide a sufficient breath specimen or sufficient amount of urine when directed and it has been determined that there was no adequate medical explanation for the failure;
- Failing or declining to take a second test as directed;
- Failing to undergo a medical examination or evaluation, as directed by the Medical Review Officer (MRO) or the Designated Employer Representative (DER);
- Failing to cooperate with any part of the testing process (e.g., refusing to empty pockets when so directed by the collector, behaving in a confrontational way that disrupts the collection process, failing to wash hands after being directed to do so by the collector, failing to sign the certification on the form;
- Failing 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;
- Possessing or wearing a prosthetic or other device that could be used to interfere with the collection process;
- Admitting to the collector or MRO that the driver adulterated or substituted the specimen; or
- Having a verified adulterated or substituted test as reported by the MRO.

[An applicant who fails to appear for a preemployment test, who leaves the testing site before the preemployment testing process commences, or who does not provide a urine specimen because ~~he or she~~ **they** left before it commences, is not deemed to have refused to submit to testing.]

I recognize that my refusal subjects me to the consequences specified in federal law and regulations. It also constitutes a presumption of a positive result. I further recognize that if I am an applicant, I will be disqualified from consideration for the conditionally-offered position. If I am an employee, I will not be permitted to perform safety-sensitive functions, and will be considered insubordinate and subject to disciplinary action, up to and including dismissal. If the school district offers me an opportunity to return to a DOT safety-sensitive function, I understand I will be evaluated by a substance abuse professional, and will be required to submit to a return-to-duty test prior to being considered for reassignment to safety-sensitive functions.

Date: \_\_\_\_\_

Time: \_\_\_\_\_

\_\_\_\_\_  
*Signature of Employee/Applicant*

Supervisor: \_\_\_\_\_

\_\_\_\_\_  
*Supervisor's Signature*

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Employee refusal to sign

*Supervisor's Initials:* \_\_\_\_\_



## Intermediate School District 917

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**Attachment E**

### — PRETEST NOTICE —

I, the undersigned employee/job applicant of Intermediate School District No. 917, Rosemount, Minnesota ("School District") do hereby acknowledge that I have been provided a copy of the School District's Drug, ~~and~~ Alcohol, **and Cannabis** Testing Policy.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Signature of Employee/Job Applicant*

\_\_\_\_\_  
*Typed or Printed Name*



## Intermediate School District 917

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**Attachment F**

[Employee Name]  
[Employee Address]

**RE: Drug, and/or Alcohol and/or Cannabis Test**  
**[Date of Testing]**

### **NOTICE OF TEST RESULTS AND VARIOUS RIGHTS**

#### Test Results:

Intermediate School District No. 917, Rosemount, Minnesota has received the test result report from the testing laboratory:

- G Your initial screening test result was negative.
- G Your confirmatory test result was negative.
- G Your confirmatory test result was positive.

#### Test Result Report:

You have the right to request and receive from the school district a copy of the test result on any drug or alcohol test **or cannabis test**.

#### Right to Explain Positive Test Result:

In the case of a positive test result on a confirmatory test, you have the right to explain the results. You may, within three (3) working days after notice of a positive test result on a confirmatory test, submit information to the school district, in addition to any information already submitted, to explain that result. Attached to this Notice is a document entitled "Explanation of Positive Test Result" for this purpose.

#### Right to Request Confirmatory Retests:

In the case of a positive test result on a confirmatory test, you have the right to request a confirmatory retest of the original sample at your own expense.

Within five (5) working days after notice of the confirmatory test result, you must notify the school district in writing of your 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 you have requested the laboratory to conduct the confirmatory retest or to transfer the sample to another laboratory licensed under Minn. Stat. § 181.953, Subd. 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, **or cannabis** 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 you.

Other Rights:

In the case of a positive test result on a confirmatory test, you may have other rights provided under the sections detailed below.

A. Employee Discharge and Discipline

1. The school district may not discharge, discipline, discriminate against, request, or require rehabilitation of an employee whose position does not require a commercial driver's license on the basis of 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 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.

2. The school district may not discharge an employee whose position does not require a commercial driver's license 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 **or cannabis** counseling or rehabilitation program, whichever is more appropriate, as determined by the school district after consultation with a certified chemical use 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.
3. 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.
4. The school district may not discharge, discipline, discriminate against, request, or require rehabilitation of an employee on the basis of medical history information revealed to the school district, unless the employee was under an affirmative duty to provide the information before, upon, or after hire.
5. An employee must be given access to information in the employee's personnel file relating to positive test result reports and other information acquired in the drug and alcohol **testing or cannabis** testing process and conclusions drawn from and actions taken based on the reports or other acquired information.

B. Withdrawal of Applicant's Job Offer

If a job applicant for a position that does not require a commercial driver's license has received a job offer made contingent on the applicant passing drug, ~~and~~ alcohol, **and/or cannabis** 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.



## Intermediate School District 917

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### Attachment G

#### EXPLANATION OF POSITIVE TEST RESULT

I, the undersigned employee/job applicant of Intermediate School District No. 917, Rosemount, Minnesota acknowledge receipt of a Notice of Test Results and Various Rights. This includes my right to explain the positive test result on a confirmatory test.

I am currently taking or have recently taken:

- no over-the-counter or prescription medications; or
- the following over-the-counter or prescription medications:

---

---

I also offer the following information relevant to the reliability of, or explanation for, a positive test result:

---

---

---

Date: \_\_\_\_\_

\_\_\_\_\_  
*Signature of Employee/Job Applicant*

\_\_\_\_\_  
*Typed or Printed Name*



## Intermediate School District 917

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**Attachment H**

— ACKNOWLEDGMENT —

**DRUG, AND ALCOHOL, AND CANNABIS TESTING POLICY**

I have received a copy of the Drug, ~~and~~ Alcohol, **and Cannabis** Testing Policy of Intermediate School District No. 917, Rosemount, Minnesota and have read it in its entirety.

The District's policy was provided to me:

- Upon adoption of the policy (employee)
- Upon my hire (job applicant/new employee)
- After receipt of my conditional job offer, before any testing if my job offer is contingent upon my passing of drug, ~~and~~ alcohol, **and cannabis** testing **as applicable**. (job applicant)

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

\_\_\_\_\_  
*Signature of Employee/Applicant*

\_\_\_\_\_  
*Typed or Printed Name*





## Intermediate School District 917

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

December 20<sup>th</sup>, 2023

Anderson Living Trust  
David Anderson  
15018 Viewcrest Ln.  
Burnsville, MN 55306

Dear David,

Thank you for your generous monetary donation of \$1000.00. The money will be used for our TESA student activities. Your donation is greatly appreciated!

Sincerely,

Melissa Schaller  
Executive Director of Student Services  
651-423-8204

### 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



## Intermediate School District 917

*Purposeful. Personalized. Partners.*

1300 145th Street East, Rosemount, MN 55068

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

December 20<sup>th</sup>, 2023

Excel Images  
425 Cottonwood Dr.  
Winona, MN 55987

Excel Images staff,

Thank you for your donation of \$26.68. The money will be used for student activities including building-wide celebrations and events. Your donation is greatly appreciated!

Sincerely,

Melissa Schaller  
Executive Director of Student Services  
651-423-8204

### 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

**SUMMARY OF PERSONNEL ITEMS RECOMMENDED  
FOR ACTION AT BOARD MEETING OF January 9, 2023**

**NEW HIRES:**

Isabella Walstrom, Classroom Assistant, effective December 8, 2023.

Connor Hoffmeister, Classroom Assistant, effective January 2, 2024.

**RE-HIRES:**

**CHANGE IN STATUS:**

Joshua Odell, Classroom Assistant to Teacher, effective December 4, 2023.

**LEAVES OF ABSENCE:**

Stephanie Bistodeau, Classroom Assistant, effective January 8, 2024, through April 5, 2024.

Jodi Erickson, Program Assistant, effective January 11, 2024, through March 21, 2024.

Anna Lamphere, Mental Health Practitioner, effective January 12, 2024, through June 7, 2024.

Sharlene Nagle, Classroom Assistant, effective December 5, 2023, through June 5, 2024.

**RESIGNATION & TERMINATIONS:**

Paige Bjerke, Administrative Assistant II, effective January 5, 2024.

Jessica Chamblin, Teacher, Effective June 7, 2024.

Sophie Devore, Sign Language Interpreter, effective November 21, 2023.

**RETIREMENT:**

Shannon Brennan, Assistant Director of Special Education, effective September 2, 2024.

Management Report

for

Intermediate School District No. 917  
Rosemount, Minnesota

June 30, 2023

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PRINCIPALS

Thomas A. Karnowski, CPA  
Paul A. Radosevich, CPA  
William J. Lauer, CPA  
James H. Eichten, CPA  
Aaron J. Nielsen, CPA  
Victoria L. Holinka, CPA/CMA  
Jaclyn M. Huegel, CPA  
Kalen T. Karnowski, CPA

To the School Board and Management of  
Intermediate School District No. 917  
Rosemount, Minnesota

We have prepared this management report in conjunction with our audit of Intermediate School District No. 917's (the District) financial statements for the year ended June 30, 2023. We have organized this report into the following sections:

- Audit Summary
- Financial Trends in Public Education in Minnesota
- Financial Trends of Your District
- Accounting and Auditing Updates

We would be pleased to further discuss any of the information contained in this report or any other concerns that you would like us to address. We would also like to express our thanks for the courtesy and assistance extended to us during the course of our audit.

The purpose of this report is solely to provide those charged with governance of the District, management, and those who have responsibility for oversight of the District's financial reporting process comments resulting from our audit and information relevant to school district financing in Minnesota. Accordingly, this report is not suitable for any other purpose.

*Malloy, Montague, Karnowski, Radosevich & Co., P.A.*

Minneapolis, Minnesota  
December 15, 2023

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## AUDIT SUMMARY

The following is a summary of our audit work, key conclusions, and other information that we consider important or that is required to be communicated to the Board, administration, or those charged with governance of the District.

### **OUR RESPONSIBILITY UNDER AUDITING STANDARDS GENERALLY ACCEPTED IN THE UNITED STATES OF AMERICA AND *GOVERNMENT AUDITING STANDARDS***

We have audited the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of the District as of and for the year ended June 30, 2023. Professional standards require that we provide you with information about our responsibilities under auditing standards generally accepted in the United States of America and *Government Auditing Standards*, as well as certain information related to the planned scope and timing of our audit. We have communicated such information to you verbally and in our audit engagement letter. Professional standards also require that we communicate to you the following information related to our audit.

### **PLANNED SCOPE AND TIMING OF THE AUDIT**

We performed the audit according to the planned scope and timing previously discussed and coordinated in order to obtain sufficient audit evidence and complete an effective audit.

The District is subject to a Single Audit of its federal awards expenditures for the year ended June 30, 2023, which is required to be performed in accordance with Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). It was originally planned that the Single Audit would be completed and issued, along with the District's financial statement audit by December 31, 2023. Due to the significant increase in pandemic-related federal funding received by Minnesota school districts this year, the Minnesota Department of Education (MDE) has extended the due date for Single Audits to coincide with the federal deadline of March 31, 2024. The District plans to issue its audited Schedule of Federal Awards Expenditures and related reports separately by this deadline.

### **AUDIT OPINIONS AND FINDINGS**

Based on our audit of the District's financial statements for the year ended June 30, 2023:

- We have issued an unmodified opinion on the District's basic financial statements.
- We reported no deficiencies in the District's internal control over financial reporting that we considered to be material weaknesses.
- The results of our testing disclosed no instances of noncompliance required to be reported under *Government Auditing Standards*.
- We reported one finding based on our testing of the District's compliance with Minnesota laws and regulations.
  1. Two of twenty-five disbursements we tested were not paid within forty-five days from the receipt of goods or services as required by Minnesota Statutes.

## **SIGNIFICANT ACCOUNTING POLICIES**

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the District are described in Note 1 of the notes to basic financial statements.

No new accounting policies were adopted and the application of existing policies was not changed during the fiscal year ended June 30, 2023.

We noted no transactions entered into by the District during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

## **ACCOUNTING ESTIMATES AND MANAGEMENT JUDGMENTS**

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the financial statements were:

Special education state aid includes an adjustment related to tuition billings to and from other school districts for special education services, which are computed using formulas derived by the MDE. Because of the timing of the calculations, this adjustment for the current fiscal year is not finalized until after the District has closed its financial records. The impact of this adjustment on the receivable and revenue recorded for state special education aid is calculated using preliminary information available to the District.

The District has recorded a liability in the Statement of Net Position for severance benefits payable for which it is probable employees will be compensated. The "vesting method" used by the District to calculate this liability is based on assumptions involving the probability of employees becoming eligible to receive the benefits (vesting), the potential use of accumulated sick leave prior to termination, and the age at which such employees are likely to retire.

The District has recorded activity for other post-employment benefits (OPEB) and pension benefits. These obligations are calculated using actuarial methodologies primarily described in Governmental Accounting Standards Board Statement Nos. 68 and 75. These actuarial calculations include significant assumptions, including projected changes, healthcare insurance costs, investment returns, retirement ages, proportionate share, and employee turnover.

The depreciation/amortization of capital assets involves estimates pertaining to useful lives.

The District's self-insured activities require recording a liability for claims incurred, but not yet reported, which are based on estimates.

We evaluated the key factors and assumptions used by management to develop the estimates discussed on the previous page in determining that they are reasonable in relation to the financial statements taken as a whole.

Certain financial statement disclosures are particularly sensitive because of their significance to financial statement users. The disclosures included in the notes to the basic financial statements related to OPEB and pension benefits are particularly sensitive, due to the materiality of the liabilities, and the large and complex estimates involved in determining the disclosures.

The financial statement disclosures are neutral, consistent, and clear.

#### **DIFFICULTIES ENCOUNTERED IN PERFORMING THE AUDIT**

We encountered no significant difficulties in dealing with management in performing and completing our audit.

#### **CORRECTED AND UNCORRECTED MISSTATEMENT**

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements. In addition, none of the misstatements detected as a result of audit procedures and corrected by management were material, either individually or in the aggregate, to each opinion unit's financial statements taken as a whole.

#### **DISAGREEMENTS WITH MANAGEMENT**

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

#### **MANAGEMENT REPRESENTATIONS**

We have requested certain representations from management that are included in the management representation letter dated December 15, 2023.

#### **MANAGEMENT CONSULTATIONS WITH OTHER INDEPENDENT ACCOUNTANTS**

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the District's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

#### **OTHER AUDIT FINDINGS OR ISSUES**

We generally discuss a variety of matters, including the application of accounting principles and auditing standards with management each year prior to retention as the District's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

## **OTHER MATTERS**

We applied certain limited procedures to the management's discussion and analysis and the pension and OPEB-related required supplementary information (RSI) that supplement the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

We were engaged to report on the supplementary information and the Uniform Financial Accounting and Reporting Standards Compliance Table, which accompany the financial statements, which are not RSI. With respect to this supplementary information, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

We were not engaged to report on the introductory and other information sections, which accompany the financial statements, but are not RSI. Such information has not been subjected to the auditing procedures applied in the audit of the basic financial statements and, accordingly, we do not express an opinion or provide any assurance on it.

## FINANCIAL TRENDS IN PUBLIC EDUCATION IN MINNESOTA

This section provides some state-wide funding and financial trends in public education in Minnesota.

### BASIC GENERAL EDUCATION REVENUE

The largest single funding source for Minnesota school districts is basic general education aid. Each year, the Legislature sets a basic formula allowance. Total basic general education revenue is calculated by multiplying the formula allowance by the number of pupil units for which a district is entitled to aid. Pupil units are calculated using a legislatively determined weighting system applied to average daily membership (ADM). Over the years, various modifications have been made to this calculation, including changes in weighting and special consideration for declining enrollment districts.

The table below presents a summary of the formula allowance for the past decade and as approved for the next two fiscal years. The 2023 Legislature approved per pupil increases of \$275 for fiscal 2024 and \$143 for fiscal 2025. The amount of the formula allowance and the percentage change from year-to-year excludes temporary funding changes, the “roll-in” of aids that were previously funded separately, and changes that may vary dependent on actions taken by individual districts. The \$529 increase in 2015 was offset by changes to pupil weightings and the general education aid formula that resulted in an increase equivalent to approximately \$105, or 2.00 percent, state-wide

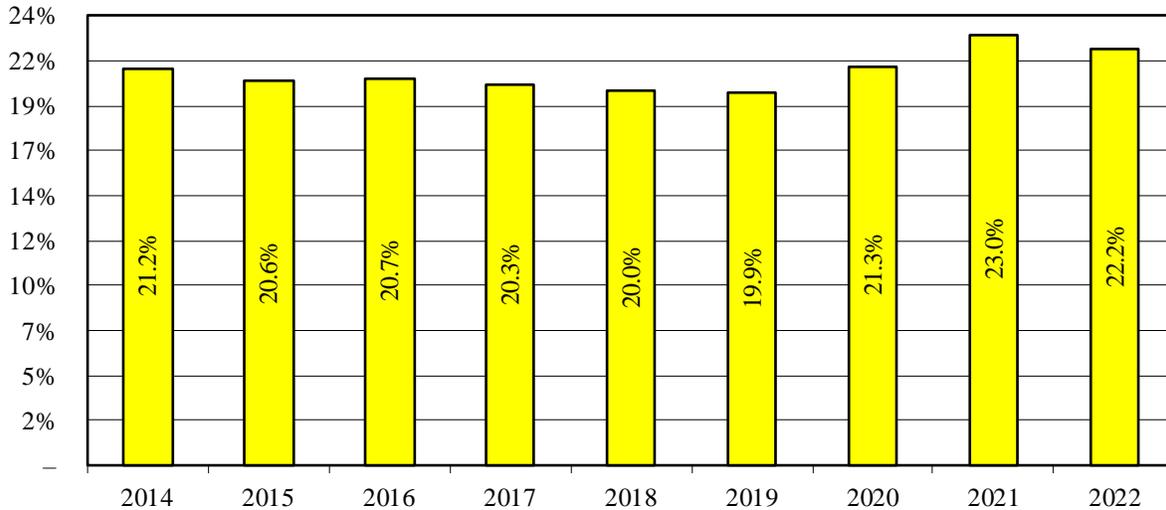
Fiscal Year Ended June 30,	Formula Allowance	
	Amount	Percent Increase
2014	\$ 5,302	1.50 %
2015	\$ 5,831	2.00 %
2016	\$ 5,948	2.00 %
2017	\$ 6,067	2.00 %
2018	\$ 6,188	2.00 %
2019	\$ 6,312	2.00 %
2020	\$ 6,438	2.00 %
2021	\$ 6,567	2.00 %
2022	\$ 6,728	2.45 %
2023	\$ 6,863	2.00 %
2024	\$ 7,138	4.00 %
2025	\$ 7,281	2.00 %

For fiscal 2026 and beyond, the actual increase will be equal to the Consumer Price Index-Urban (CPI-U), with a floor of 2.00 percent and a cap of 3.00 percent. CPI-U is determined based upon the prior two fourth-quarter totals. The inclusion of inflationary increases to this formula does not prevent future legislative increases from being approved.

## STATE-WIDE SCHOOL DISTRICT FINANCIAL HEALTH

One of the most common and comparable statistics used to evaluate school district financial health is the unrestricted operating fund balance as a percentage of operating expenditures.

State-Wide Unrestricted Operating Fund Balance  
as a Percentage of Operating Expenditures



Note: State-wide information is not available for fiscal 2023.

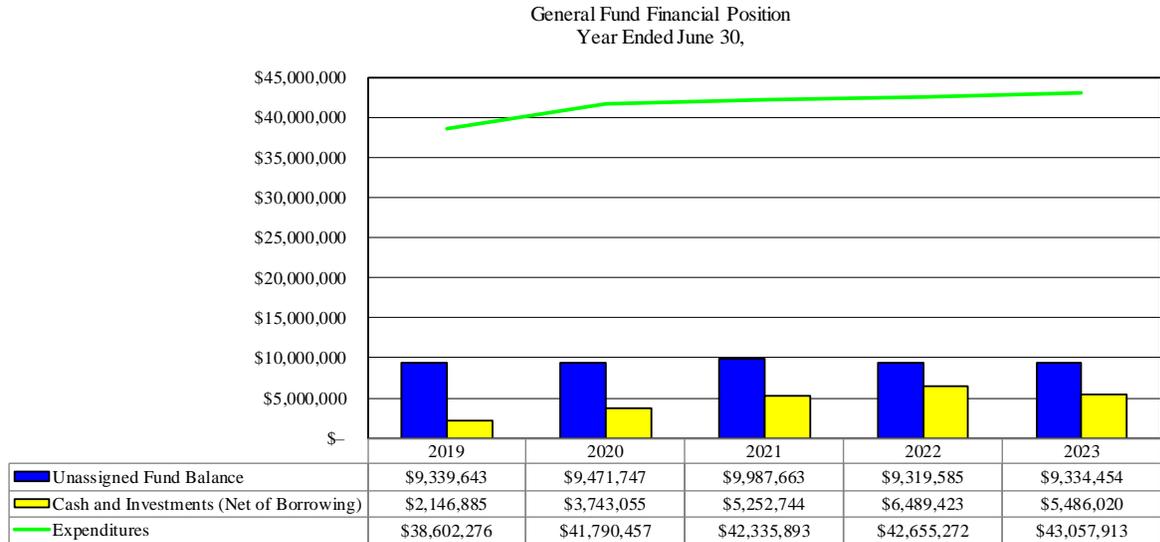
The calculation above reflects only the unrestricted fund balance of the General Fund, and the corresponding expenditures, which is the same method the state uses for the calculation of statutory operating debt.

The average unrestricted fund balance as a percentage of operating expenditures maintained by Minnesota school districts decreased gradually from 21.2 percent at the end of fiscal 2014 to 19.9 percent at the end of fiscal 2019, a period of relative stability in the state's economic condition and school funding. This ratio began rising again during the fiscal years impacted by the COVID-19 pandemic, increasing to 23.0 percent at the end of fiscal 2021. In 2022, the state-wide ratio decreased to 22.2 percent as districts returned to more traditional learning models and program operations with the relaxation of pandemic restrictions.

## FINANCIAL TRENDS OF YOUR DISTRICT

### GENERAL FUND FINANCIAL POSITION

The following graph displays the District’s General Fund trends of financial position and changes in the volume of financial activity. Unassigned fund balance and cash balance are two indicators of financial health, while annual expenditures are often used to measure the size of the operation.



The District ended fiscal year 2023 with a General Fund cash and investments balance of \$5,486,020 (net of borrowing and interfund receivables and payables), a decrease of \$1,003,403 from the previous year. This was mainly due to the increase in amounts due from the MDE from special education state aids.

Unassigned fund balance at year-end was \$9,334,454, an increase of \$14,869.

The District ended the year with a \$122,991 decrease in total General Fund balance. This decrease of \$122,991 is lower than the \$511,230 decrease anticipated in the District’s revised budget. The reason for the variance is mainly due to the District experiencing better than expected results in the Special Education Account totaling \$615,648. The net change in fund balance was higher than anticipated, due to better than projected special education tuition revenues when compared to program expenditures.

The following table presents the components of the General Fund balance for the past five years:

	Year Ended June 30,				
	2019	2020	2021	2022	2023
Nonspendable fund balances	\$ 129,262	\$ 131,151	\$ 109,429	\$ 123,369	\$ 119,347
Restricted fund balances	182,355	138,134	105,925	50,573	50,581
Assigned fund balances	145,942	391,088	134,029	708,921	575,075
Unassigned	9,339,643	9,471,747	9,987,663	9,319,585	9,334,454
<b>Total fund balances</b>	<b>\$ 9,797,202</b>	<b>\$ 10,132,120</b>	<b>\$ 10,337,046</b>	<b>\$ 10,202,448</b>	<b>\$ 10,079,457</b>
Unassigned fund balances as a percentage of expenditures	24.2%	22.7%	23.6%	21.8%	21.7%
Cash and temporary investments (net of borrowing)	\$ 2,146,885	\$ 3,743,055	\$ 5,252,744	\$ 6,489,423	\$ 5,486,020

The resources represented by this fund balance are critical to a district's ability to maintain adequate cash flow throughout the year, to retain its programs, and to cushion against the impact of unexpected costs or funding shortfalls.

Fund balance as a percentage of expenditures is one key measure in assessing the financial health of the District. Maintaining an adequate fund balance is particularly important because of the limited availability of borrowing for the District and the need for the General Fund to be self-sustaining in its cash flow needs.

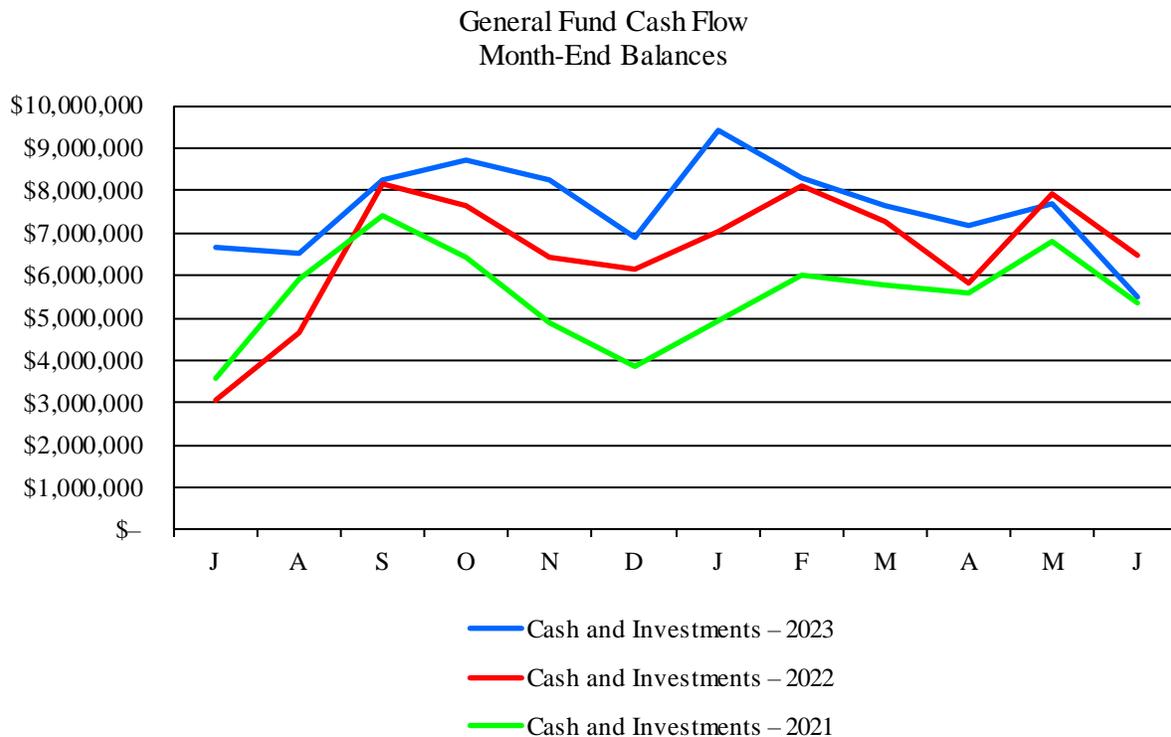
### **Fund Balance Policy**

The fund balance remains healthy when compared to the level of district expenditures. The District's plan, based on the current fund balance policy, is to maintain a minimum unassigned General Fund balance of 15.0 percent of the annual budget. At June 30, 2023, the District has exceeded that policy, with an unassigned fund balance as a percentage of 2023 expenditures of 21.7 percent.

The District's fund balance provides opportunities to incur one-time capital expenditures to mitigate the amount of long-term facilities maintenance levy that the District requests on behalf of the member districts. The District continues to monitor its fund balances closely.

## GENERAL FUND CASH FLOW

The level of cash and investments varies considerably during the year, due to the timing of various revenues and expenditures. The following graph summarizes the level of cash and investments, including cash and investments held by trustee (net of short-term cash flow borrowing) over the past three years:



The graph above shows the peaks and valleys of the General Fund cash and investments balance (net of borrowing and interfund balances) on a monthly basis. The swing between its high and low month-end cash balances was about \$3.9 million for fiscal 2023.

## GENERAL FUND OPERATIONS AND FINANCIAL POSITION BY ACCOUNT

The following tables present comparative operating results for some of the accounts of the District's General Fund:

### Secondary Education Account

	Year Ended June 30,				
	2019	2020	2021	2022	2023
Revenue and other financing sources	\$ 4,598,757	\$ 4,409,692	\$ 4,211,547	\$ 4,187,256	\$ 3,667,682
Expenditures	3,713,372	4,101,077	4,258,342	3,969,331	3,836,880
Net change in fund balances	885,385	308,615	(46,795)	217,925	(169,198)
Fund balances					
Beginning of year	2,411,409	3,296,794	3,605,409	3,558,614	3,776,539
End of year	\$ 3,296,794	\$ 3,605,409	\$ 3,558,614	\$ 3,776,539	\$ 3,607,341

This account experienced a net decrease in fund balance of \$169,198 during fiscal 2023. This compares to a budgeted increase of \$69,722. Revenues were under budget by \$522,409, mainly in tuition for the alternative learning (DCALS) program and federal aid sources. Expenditures ended the year lower than budget by \$276,589, mainly in salaries and benefits of \$187,708, mainly in grant-related activities.

Total revenue in the Secondary Education Account of the General Fund totaled \$3,660,782 in fiscal 2023, a decrease of \$525,979 from the previous year, due to a decrease in tuition billing related to a decline in students. Expenditures in this account decreased \$132,451, mainly in salaries and benefits.

### Special Education Account

	Year Ended June 30,				
	2019	2020	2021	2022	2023
Revenue and other financing sources	\$ 34,735,955	\$ 37,131,011	\$ 37,774,644	\$ 37,734,212	\$ 38,417,883
Expenditures and other financing uses	33,857,291	37,119,354	37,529,096	38,092,565	38,363,523
Net change in fund balances	878,664	11,657	245,548	(358,353)	54,360
Fund balances					
Beginning of year	5,586,412	6,465,076	6,476,733	6,722,281	6,363,928
End of year	\$ 6,465,076	\$ 6,476,733	\$ 6,722,281	\$ 6,363,928	\$ 6,418,288

This account experienced a net increase in fund balance of \$54,360 during fiscal 2023, which compares to a budgeted decrease in fund balance of \$561,288 for the year. Special education state aid revenue was \$2,751,114 lower than budget and the related expenditures were also lower than budgeted amounts by \$3,542,268. This was mainly due to lower than anticipated salaries and benefits, purchased services, and capital expenditures. This was the result of open positions not being filled and capital-related purchases being delayed.

Special Education Account revenues and other financing sources increased \$683,671 in fiscal 2023. The District experienced an increase in federal sources, due to receiving COVID-19-related funding in fiscal 2023, offset by a decrease in state sources, due to a decrease in students. Expenditures and other financing uses increased \$270,958, mainly in purchased services, due to an increase in utilization of contracted staffing, due to open positions going unfilled during fiscal 2023, thus salaries and benefits decreased compared to fiscal 2022.

**OTHER FUNDS OF THE DISTRICT**

**Food Service Special Revenue Fund**

Expenditures exceeded revenues by \$22,764 for the year. In order to eliminate the potential deficit in the Food Service Special Revenue Fund, the District utilized remaining fund balance of \$17,670 from fiscal 2022 and the School Board approved a transfer of \$5,094 from the General Fund.

**Internal Service Funds**

The internal service funds are considered proprietary funds and are used to account for health and dental insurance offered by the District to its employees as a self-insured plan and post-employment employee benefits.

The following table presents comparative operating results for the District’s internal service funds over the past five fiscal years:

	Year Ended June 30,				
	2019	2020	2021	2022	2023
Revenue	\$ 4,632,933	\$ 5,066,691	\$ 5,791,672	\$ 5,478,147	\$ 5,373,355
Expenses	4,122,961	3,831,523	4,742,075	4,693,634	4,245,114
Change in net position	509,972	1,235,168	1,049,597	784,513	1,128,241
Net position					
Beginning of year	1,120,925	1,630,897	2,866,065	3,915,662	4,700,175
End of year	\$ 1,630,897	\$ 2,866,065	\$ 3,915,662	\$ 4,700,175	\$ 5,828,416

These funds had revenues over expenses of \$1,128,241 during fiscal 2023. This occurred mostly as a result of the District’s internal service fund for self-insured health insurance, which had an operating income of \$733,905. Revenues were less than fiscal 2022, mainly in the self-insured medical insurance plan, due to a decrease in the number of employee participants. Expenses decreased due to changes in claims incurred.

## GOVERNMENT-WIDE FINANCIAL STATEMENTS

The District's financial statements include fund-based information that focuses on budgetary compliance, and the sufficiency of the District's current assets to finance its current liabilities. The governmental reporting model also requires the inclusion of two government-wide financial statements designed to present a clear picture of the District as a single, unified entity. These government-wide financial statements provide information on the total cost of delivering educational services, including capital assets and long-term liabilities.

Theoretically, net position represents district resources available for providing services after its debts are settled. However, those resources are not always in expendable form, or there may be restrictions on how some of those resources can be used. Therefore, this statement divides net position into three components: net investment in capital assets, restricted, and unrestricted. The following table presents a summarized reconciliation of the District's governmental fund balances to net position, and the separate components of net position for the last two years:

	As of June 30,		Change
	2022	2023	
Net position – governmental activities			
Total fund balances – governmental funds	\$ 10,220,118	\$ 10,079,457	\$ (140,661)
Total capital assets, net of depreciation/amortization	16,046,151	15,216,282	(829,869)
Total long-term debt	(14,376,152)	(13,515,400)	860,752
Net pension-related liabilities	(27,851,215)	(24,869,187)	2,982,028
Internal service funds balance	4,700,175	5,828,416	1,128,241
Other items	<u>(401,465)</u>	<u>(508,338)</u>	<u>(106,873)</u>
Total net position – governmental activities	<u>\$ (11,662,388)</u>	<u>\$ (7,768,770)</u>	<u>\$ 3,893,618</u>
Net position			
Net investment in capital assets	\$ 1,738,308	\$ 1,758,998	\$ 20,690
Restricted	23,850	3,620	(20,230)
Unrestricted	<u>(13,424,546)</u>	<u>(9,531,388)</u>	<u>3,893,158</u>
Total net position	<u>\$ (11,662,388)</u>	<u>\$ (7,768,770)</u>	<u>\$ 3,893,618</u>

Some of the District's fund balances translate into restricted net position by virtue of external restrictions (statutory restrictions) or by the nature of the fund they are in (e.g., Food Service Special Revenue Fund balance can only be spent for food service program costs). The unrestricted net position category consists mainly of the General Fund unrestricted fund balances, offset against noncapital long-term obligations, such as severance payable, compensated absences, OPEB, and pension liabilities.

Total net position increased by \$3,893,618 in fiscal 2023. The District's net investment in capital assets increased \$20,690 this year. The change in this category of net position typically depends on the relationship between the rate at which the District is adding capital assets, the rate capital assets are being depreciated/amortized, and how that compares to the rate at which the District is repaying the debt issued to purchase or construct those assets. The District's unrestricted net position increased by \$3,893,158, mainly due to changes in funding levels of the Public Employees Retirement Association and the Teachers Retirement Association pension obligations offset by improved net position in the internal service funds of the District.

## ACCOUNTING AND AUDITING UPDATES

The following is a summary of Governmental Accounting Standards Board (GASB) standards expected to be implemented in the next few years.

### **GASB STATEMENT NO. 100, *ACCOUNTING CHANGES AND ERROR CORRECTIONS—AN AMENDMENT OF GASB STATEMENT NO. 62***

The primary objective of this statement is to enhance accounting and financial reporting requirements for accounting changes and error corrections to provide more understandable, reliable, relevant, consistent, and comparable information for making decisions or assessing accountability.

The requirements of this statement will improve the clarity of the accounting and financial reporting requirements for accounting changes and error corrections, which will result in greater consistency in application in practice. In turn, more understandable, reliable, relevant, consistent, and comparable information will be provided to financial statement users for making decisions or assessing accountability. In addition, the display and note disclosure requirements will result in more consistent, decision useful, understandable, and comprehensive information for users about accounting changes and error corrections.

The requirements of this statement are effective for accounting changes and error corrections made in fiscal years beginning after June 15, 2023, and all reporting periods thereafter. Earlier application is encouraged.

### **GASB STATEMENT NO. 101, *COMPENSATED ABSENCES***

The objective of this statement is to better meet the information needs of financial statement users by updating the recognition and measurement guidance for compensated absences. That objective is achieved by aligning the recognition and measurement guidance under a unified model and by amending certain previously required disclosures.

This statement requires that liabilities for compensated absences be recognized for (1) leave that has not been used and (2) leave that has been used, but not yet paid in cash, or settled through noncash means. A liability should be recognized for leave that has not been used if (a) the leave is attributable to services already rendered, (b) the leave accumulates, and (c) the leave is more likely than not to be used for time off or otherwise paid in cash or settled through noncash means. Leave is attributable to services already rendered when an employee has performed the services required to earn the leave. Leave that accumulates is carried forward from the reporting period in which it is earned to a future reporting period during which it may be used for time off or otherwise paid or settled.

This statement requires that a liability for certain types of compensated absences—including parental leave, military leave, and jury duty leave—not be recognized until the leave commences. This statement also requires that a liability for specific types of compensated absences not be recognized until the leave is used. This statement also establishes guidance for measuring a liability for leave that has not been used, generally using an employee's pay rate as of the date of the financial statements. A liability for leave that has been used, but not yet paid or settled, should be measured at the amount of the cash payment or noncash settlement to be made. Certain salary-related payments that are directly and incrementally associated with payments for leave also should be included in the measurement of the liabilities.

With respect to financial statements prepared using the current financial resources measurement focus, this statement requires that expenditures be recognized for the amount that normally would be liquidated with expendable available financial resources.

The requirements of this statement are effective for fiscal years beginning after December 15, 2023, and all reporting periods thereafter. Earlier application is encouraged.

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INTERMEDIATE SCHOOL DISTRICT NO. 917  
ROSEMOUNT, MINNESOTA

Financial Statements and  
Supplementary Information

Year Ended  
June 30, 2023

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INTERMEDIATE SCHOOL DISTRICT NO. 917

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INTRODUCTORY SECTION

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INTERMEDIATE SCHOOL DISTRICT NO. 917

School Board and Administration  
as of June 30, 2023

**SCHOOL BOARD**

<u>Board of Directors</u>	<u>Member District</u>	<u>Position on Board</u>
Cindy Nordstrom	ISD No. 199	Chairperson
Tom Bennett	ISD No. 271	Vice Chairperson
Byron Schwab	ISD No. 197	Treasurer
Kathy Lewis	ISD No. 194	Clerk
Lesley Chester	ISD No. 191	Board Member
Lisa Ehleringer	ISD No. 195	Board Member
Wendy Felton	ISD No. 6	Board Member
Lisa Hedin	ISD No. 200	Board Member
Hannah Simmons	ISD No. 192	Board Member

**ADMINISTRATION**

Michael Favor	Superintendent
Nicolle Roush	Executive Director of Business Services
Melissa Schaller	Executive Director of Student Services

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FINANCIAL SECTION

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**PRINCIPALS**

Thomas A. Karnowski, CPA  
Paul A. Radosevich, CPA  
William J. Lauer, CPA  
James H. Eichten, CPA  
Aaron J. Nielsen, CPA  
Victoria L. Holinka, CPA/CMA  
Jaclyn M. Huegel, CPA  
Kalen T. Karnowski, CPA

**INDEPENDENT AUDITOR'S REPORT**

To the School Board and Management of  
Intermediate School District No. 917  
Rosemount, Minnesota

**REPORT ON THE AUDIT OF THE FINANCIAL STATEMENTS**

**OPINIONS**

We have audited the accompanying financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of the Intermediate School District No. 917 (the District) as of and for the year ended June 30, 2023, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, each major fund, and the aggregate remaining fund information of the District as of June 30, 2023, and the respective changes in financial position, and, where applicable, cash flows thereof, and the budgetary comparison for the General Fund for the year then ended, in accordance with accounting principles generally accepted in the United States of America.

**BASIS FOR OPINIONS**

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the District, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

**RESPONSIBILITIES OF MANAGEMENT FOR THE FINANCIAL STATEMENTS**

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for 12 months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

(continued)

## AUDITOR'S RESPONSIBILITIES FOR THE AUDIT OF THE FINANCIAL STATEMENTS

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance, but is not absolute assurance and, therefore, is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

(continued)

## **REQUIRED SUPPLEMENTARY INFORMATION**

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and the required supplementary information (RSI), as listed in the table of contents, be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the RSI in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

## **SUPPLEMENTARY INFORMATION**

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the District's basic financial statements. The accompanying combining and individual fund statements and schedules, as listed in the table of contents, are presented for purpose of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The accompanying Uniform Financial Accounting and Reporting Standards (UFARS) Compliance Table is presented for purposes of additional analysis as required by the Minnesota Department of Education, and is also not a required part of the basic financial statements of the District. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining and individual fund statements and schedules and the UFARS Compliance Table are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

## **OTHER INFORMATION**

Management is responsible for the other information included in the annual report. The other information comprises the introductory and other information sections, but does not include the basic financial statements and our auditor's report thereon. Our opinions on the basic financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

(continued)

## **PRIOR YEAR COMPARATIVE INFORMATION**

We have previously audited the District's 2022 financial statements, and we expressed unmodified audit opinions on the respective financial statements of the governmental activities, each major fund, and the aggregate remaining fund information in our report dated December 8, 2022. In our opinion, the partial comparative information presented herein as of and for the year ended June 30, 2022 is consistent, in all material respects, with the audited financial statements from which it has been derived.

## **OTHER REPORTING REQUIRED BY *GOVERNMENT AUDITING STANDARDS***

In accordance with *Government Auditing Standards*, we have also issued our report dated December 15, 2023 on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements, and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.

*Malloy, Montague, Karnowski, Radosevich & Co., P.A.*

Minneapolis, Minnesota  
December 15, 2023

## INTERMEDIATE SCHOOL DISTRICT NO. 917

### Management's Discussion and Analysis Year Ended June 30, 2023

This section of Intermediate School District No. 917's (the District) annual financial statements presents management's narrative overview and analysis of the District's financial performance during the fiscal year ended June 30, 2023. Please read it in conjunction with the other components of the District's financial statements.

#### **FINANCIAL HIGHLIGHTS**

- The District's liabilities and deferred inflows of resources exceeded its assets and deferred outflows of resources at June 30, 2023 by \$7,768,770 (net position deficit). The District's total net position increased by \$3,893,618 during the fiscal year ended June 30, 2023.
- The District's total General Fund balance at June 30, 2023 is \$10,079,457, a decrease of \$122,991 over the prior year.
- The District's governmental funds Balance Sheet reflects a \$9,334,454 unassigned fund balance.

#### **OVERVIEW OF THE FINANCIAL STATEMENTS**

The financial section of the financial statements consists of the following parts:

- Independent Auditor's Report;
- Management's discussion and analysis;
- Basic financial statements, including the government-wide financial statements, fund financial statements, and the notes to basic financial statements;
- Required supplementary information; and
- Combining and individual fund statements and schedules, which are presented as supplementary information.

The following explains the two types of statements included in the basic financial statements:

#### **GOVERNMENT-WIDE FINANCIAL STATEMENTS**

The government-wide financial statements (Statement of Net Position and Statement of Activities) report information about the District as a whole using accounting methods similar to those used by private sector companies. The Statement of Net Position includes *all* of the District's assets, deferred outflows of resources, liabilities, and deferred inflows of resources. All of the current year's revenues and expenses are accounted for in the Statement of Activities regardless of when cash is received or paid.

The two government-wide financial statements report the District's *net position* and how it has changed. Net position—the difference between the District's assets, deferred outflows of resources, liabilities, and deferred inflows of resources—is one way to measure the District's financial health or *position*.

- Over time, increases or decreases in the District's net position are indicators of whether its financial position is improving or deteriorating, respectively.
- To assess the overall health of the District requires consideration of additional nonfinancial factors, such as the condition of school buildings and other facilities.

In the government-wide financial statements the District's activities are all shown in one category titled "governmental activities." These activities, including secondary vocational and special education instruction, administration, and food services, are primarily financed with tuition charges and state aids.

## FUND FINANCIAL STATEMENTS

The fund financial statements provide more detailed information about the District's *funds*, focusing on its most significant or "major funds," rather than the District as a whole. Funds (Food Service Special Revenue) that do not meet the threshold to be classified as major funds are called "nonmajor funds." Detailed financial information for nonmajor funds can be found in the supplementary information section.

Funds are accounting devices the District uses to keep track of specific sources of funding and spending on particular programs. For Minnesota schools, funds are established in accordance with Uniform Financial Accounting and Reporting Standards in accordance with statutory requirements and accounting principles generally accepted in the United States of America.

The District maintains the following kinds of funds:

**Governmental Funds** – The District's basic services are included in governmental funds, which generally focus on: 1) how *cash and other financial assets* that can readily be converted to cash flow in and out, and 2) the balances left at year-end that are available for spending. Consequently, the governmental fund financial statements provide a detailed *short-term* view, that helps to determine whether there are more or less financial resources that can be spent in the near future to finance the District's programs. Because this information does not encompass the additional long-term focus of the government-wide financial statements, we provide additional information (reconciliation schedules) immediately following the governmental fund financial statements that explain the relationship (or differences) between these two types of financial statement presentations.

**Proprietary Funds** – Internal service fund services for which the District charges a fee are generally reported in proprietary funds. Proprietary funds are reported in the same way as the government-wide financial statements. The District uses internal service funds to report activities that provide supplies and services for the District's other programs and activities. These services have been included with governmental activities in the government-wide financial statements. The District currently has three internal service funds, including funds for accounting for post-employment employee benefits, and medical self-insurance and dental self-insurance plans.

## FINANCIAL ANALYSIS OF THE DISTRICT AS A WHOLE

Table 1 is a summarized view of the District's Statement of Net Position:

	2023	2022
<b>Assets</b>		
Current and other assets	\$ 22,755,988	\$ 21,501,778
Capital assets, net of accumulated depreciation/amortization	15,216,282	16,046,151
<b>Total assets</b>	<b>\$ 37,972,270</b>	<b>\$ 37,547,929</b>
<b>Deferred outflows of resources</b>		
Pension plan deferments	\$ 11,367,810	\$ 14,444,131
OPEB plan deferments	62,530	68,931
Deferred charge on refunding debt	246,682	269,107
<b>Total deferred outflows of resources</b>	<b>\$ 11,677,022</b>	<b>\$ 14,782,169</b>
<b>Liabilities</b>		
Current and other liabilities	\$ 4,682,205	\$ 4,367,535
Long-term liabilities, including due within one year	47,112,306	34,368,063
<b>Total liabilities</b>	<b>\$ 51,794,511</b>	<b>\$ 38,735,598</b>
<b>Deferred inflows of resources</b>		
Pension plan deferments	\$ 4,778,183	\$ 24,663,874
OPEB plan deferments	845,368	593,014
<b>Total deferred inflows of resources</b>	<b>\$ 5,623,551</b>	<b>\$ 25,256,888</b>
<b>Net position</b>		
Net investment in capital assets	\$ 1,758,998	\$ 1,738,308
Restricted for food service	-	17,670
Restricted for other purposes	6,188	6,179
Unrestricted	(9,533,956)	(13,424,545)
<b>Total net position</b>	<b>\$ (7,768,770)</b>	<b>\$ (11,662,388)</b>

The District's financial position is the product of many factors. For example, the determination of the District's net investment in capital assets involves many assumptions and estimates, such as current and accumulated depreciation and amortization amounts. A conservative versus liberal approach to depreciation and amortization estimates, as well as capitalization policies, will produce a significant difference in the calculated amounts. The other major factor in determining net position as compared to fund balances is the liability for long-term severance, pension, and other post-employment benefits (OPEB), which impacts the unrestricted portion of net position.

The District's total net position at June 30, 2023 was \$3,893,618 more than in the prior year, mainly due to the positive operating results of the District's internal service funds and the change in the District's share of the Public Employees Retirement Association (PERA) and the Teachers Retirement Association (TRA) pension plans, which also contributed to the change in deferred outflows of resources, long-term liabilities, and deferred inflows of resources.

Table 2 presents a summarized version of the District's Statement of Activities:

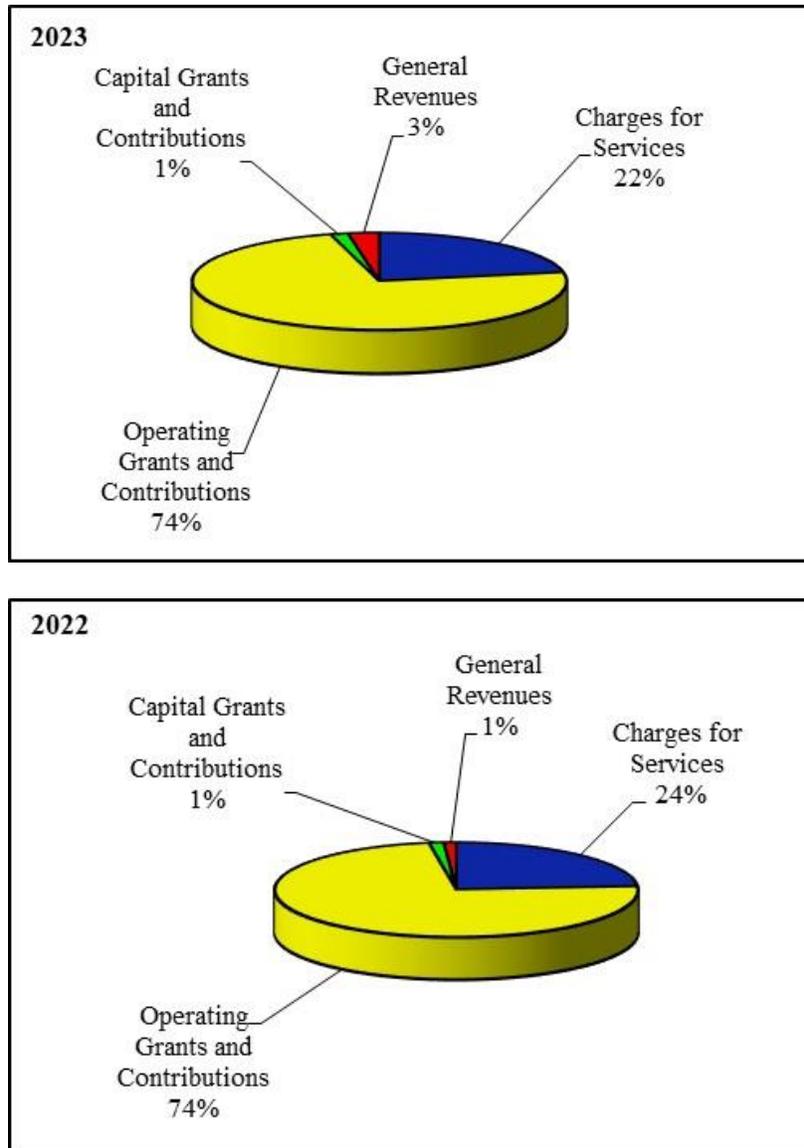
	<u>2023</u>	<u>2022</u>
<b>Revenues</b>		
Program revenues		
Charges for services	\$ 9,604,486	\$ 10,185,407
Operating grants and contributions	32,021,946	31,382,042
Capital grants and contributions	652,365	552,753
General revenues		
Other	668,046	452,794
Gain on sale of capital assets	22,542	-
Investment earnings	477,831	17,896
Total revenues	<u>43,447,216</u>	<u>42,590,892</u>
<b>Expenses</b>		
Administrative and support services	2,758,167	2,285,177
Secondary vocational/DCALS	3,054,916	3,679,900
Special education programs	32,849,150	34,835,199
Food service	149,919	179,672
Interest and fiscal charges on debt	741,446	736,468
Total expenses	<u>39,553,598</u>	<u>41,716,416</u>
Change in net position	3,893,618	874,476
Net position – beginning	<u>(11,662,388)</u>	<u>(12,536,864)</u>
Net position – ending	<u>\$ (7,768,770)</u>	<u>\$ (11,662,388)</u>

This table is presented on an accrual basis of accounting, and it includes all of the governmental activities of the District. This statement includes depreciation and amortization expense, but excludes capital asset purchase costs, debt proceeds, and the repayment of debt principal. The decline in special education program expenses is the result of the change in the District's share of state-wide pension plans as previously mentioned. The decline in secondary vocational/Dakota County Area Learning School (DCALS) is for similar reasons, as well as a decline in salaries and benefits related to reductions in programming.

The total cost of all programs and services was \$39,553,598. The District’s expenses are predominantly related to educating students. In fiscal 2022–2023, 90.8 percent of the District’s expenses were devoted to this purpose. The administrative and support services activity of the District accounted for 7.0 percent of total expenses for the year. It should be noted that the District allocated \$2,403,517 in administrative and support services expenses to the secondary vocational/DCALS and special education programs in fiscal 2023. Charges for services decreased, due to a decrease in average daily membership (ADM) (in the District’s programs, which are presented in Table 5. Operating grants and contributions increased related to additional federal revenues from COVID-19-related grant funding received in the current year. General revenues increased, due to positive investment market performance in fiscal 2023.

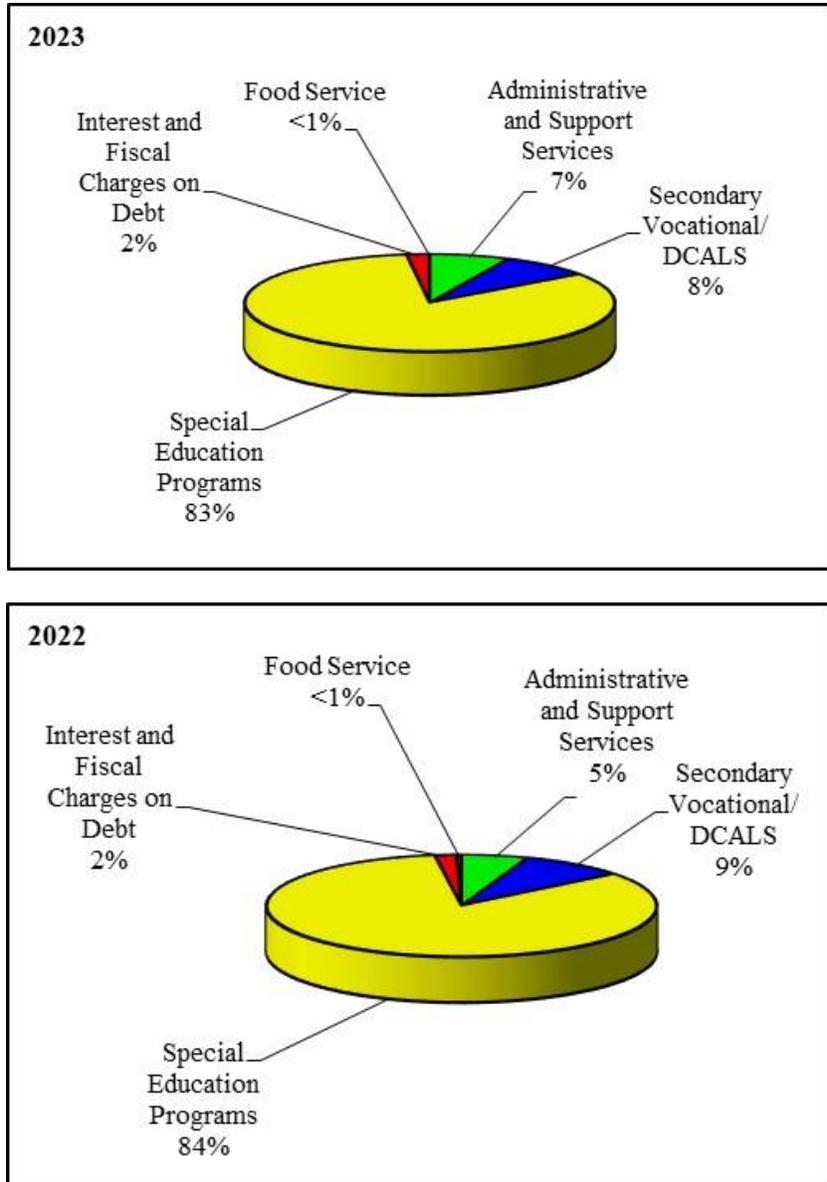
Figures A and B show further analysis of these revenue sources and expense functions:

**Figure A – Sources of Revenue for Fiscal Years 2023 and 2022**



The largest share of the District’s revenue is received from the state, including the aid formulas and most of the operating grants. Special education tuition billing has been processed through the Minnesota Department of Education (MDE) since 2009. Based on the special education services and costs reported to the MDE, the District generates both state special education aid and MDE-generated tuition billing revenue. Because these dollars flow through the state, they are classified as operating grants and contributions rather than charges for services.

**Figure B – Expenses for Fiscal Years 2023 and 2022**



The District’s expenses are predominately related to educating students. Programs (or functions), such as secondary vocational/DCALS and special education programs are directly related to classroom instruction, while the rest of the programs support instruction and other necessary costs to operate the District.

**Table 3**  
**Net Cost of Governmental Activities**  
**for the Years Ended June 30, 2023 and 2022**

	2023		2022	
	Total Cost of Services	Net (Expense) Revenue From Services	Total Cost of Services	Net (Expense) Revenue From Services
Governmental activities				
Administrative and support services	\$ 2,758,167	\$ (53,413)	\$ 2,285,177	\$ 57,438
Secondary vocational/DCALS	3,054,916	752,516	3,679,900	756,105
Special education programs	32,849,150	2,790,568	34,835,199	309,303
Food service	149,919	(23,026)	179,672	17,408
Interest and fiscal charges	741,446	(741,446)	736,468	(736,468)
Total	<u>\$ 39,553,598</u>	<u>\$ 2,725,199</u>	<u>\$ 41,716,416</u>	<u>\$ 403,786</u>

The overall net (expense) revenue from services was \$2,321,413 more than fiscal 2023, mainly due to the change in the PERA and the TRA multiple-employer defined benefit pension plans mentioned earlier.

#### **FINANCIAL ANALYSIS OF THE DISTRICT'S FUNDS**

Table 4 shows the change in total fund balances of each of the District's governmental funds:

	Table 4			Total Percent Change
	Governmental Fund Balances as of June 30, 2023 and 2022			
	2023	2022	Change	
Major fund				
General	\$ 10,079,457	\$ 10,202,448	\$ (122,991)	(1.2%)
Nonmajor fund				
Food Service Special Revenue	-	17,670	(17,670)	(100.0%)
Total governmental funds	<u>\$ 10,079,457</u>	<u>\$ 10,220,118</u>	<u>\$ (140,661)</u>	(1.4%)

As previously discussed, the focus of the District's governmental funds is to provide information on near-term inflows and outflows of resources, and balances of spendable resources. Such information is useful in assessing the District's financial position. In particular, unassigned fund balance may serve as a useful measure of a government's net resources available for discretionary use, as they represent the portion of fund balance, which has not yet been limited to use for a particular purpose by either an external party, the District itself, or a group or individual that has been delegated authority to assign resources for use for particular purposes by the District's School Board.

## ENROLLMENT

**Table 5**  
**Average Daily Membership (ADM) Served**  
**Last Five Fiscal Years**

	<u>2018–2019</u>	<u>2019–2020</u>	<u>2020–2021</u>	<u>2021–2022</u>	<u>2022–2023</u>
Secondary vocational resource programs	101.79	94.33	72.33	75.05	74.00
DCALS programs	320.89	332.34	339.60	287.38	221.00
Special education resource programs	479.53	506.55	512.04	429.06	386.00

Funding for Minnesota school districts is largely driven by enrollment. In the current economic environment, member districts are striving to keep students at their sites, whenever possible. Overall, the District’s secondary vocational resource programs are maintaining enrollment levels. The alternative learning (DCALS) program experienced a decline in enrollment from the previous fiscal year. Special education resource programs did not experience the intended program growth in Intra-Dakota Education Alternative (IDEA), Students with Unique Needs (SUN), and Transition Education Services (TESA), due to labor shortages resulting in unfilled teaching positions and paraprofessionals jobs to support student education. Stable and predictable enrollment to maintain funding for programs will continue to be especially challenging in special education. To expand programming to meet the needs of students on our waiting lists, the hiring environment of employees will need to improve.

## GENERAL FUND

The General Fund is used by the District to record the primary operations of providing education services to students enrolled in intermediate school district programs. Capital and major maintenance projects are also included in the General Fund.

**Table 6**  
**Financial Position – General Fund**  
**Last Five Fiscal Years**

	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
Unassigned fund balance	\$ 9,339,643	\$ 9,471,747	\$ 9,987,663	\$ 9,319,585	\$ 9,334,454
Percent increase (decrease)	40.8%	1.4%	5.4%	(6.7%)	0.2%
Expenditures	\$ 38,602,276	\$ 41,790,457	\$ 42,335,893	\$ 42,655,272	\$ 43,057,913
Percent increase (decrease)	17.8%	8.3%	1.3%	0.8%	0.9%
Unassigned fund balance as a percentage of expenditures	24.2%	22.7%	23.6%	21.8%	21.7%

The District ended the year with a \$122,991 decrease in the General Fund balance. Unassigned General Fund balance increased \$14,869.

The total decrease of \$122,991 is \$388,239 lower than the \$511,230 decline anticipated in the District’s revised budget. The reason for the variance is due to the District experiencing higher than expected results in the Special Education Account by \$615,648. The net change in fund balance was higher than anticipated, due to better than projected special education tuition revenues when compared to program expenditures.

Table 7 presents a summary of General Fund revenue:

	<u>2023</u>	<u>2022</u>	<u>Change</u>
Local sources			
Tuition	\$ 9,588,150	\$ 10,171,961	\$ (583,811)
Investment earnings	236,323	8,698	227,625
Other	589,836	585,810	4,026
State sources	30,751,039	31,446,564	(695,525)
Federal sources	<u>1,748,203</u>	<u>307,146</u>	<u>1,441,057</u>
 Total General Fund revenues	 <u>\$ 42,913,551</u>	 <u>\$ 42,520,179</u>	 <u>\$ 393,372</u>

Total General Fund revenues increased \$393,372, or 0.9 percent, in fiscal 2023, as compared to the previous year. Overall, the changes in revenues can be attributed to a decrease in state sources and tuition billings. Federal sources increases were directly from COVID-19-related stimulus grants and aids received in fiscal 2023. Direct tuition revenues decreased from local school districts for services provided, mostly in the Dakota County Alternative Learning (DCALS) program.

The decrease in state sources was mainly due to a decrease in the number of special education students served, as well as a decrease in tuition billing, due to billing member districts directly for services rendered rather than coming through the MDE’s tuition billing system. The decrease was offset by a 2.0 percent increase in general education revenues. In addition, investment earnings increased, due to increased investment market performance in fiscal 2023.

Table 8 presents a summary of General Fund expenditures:

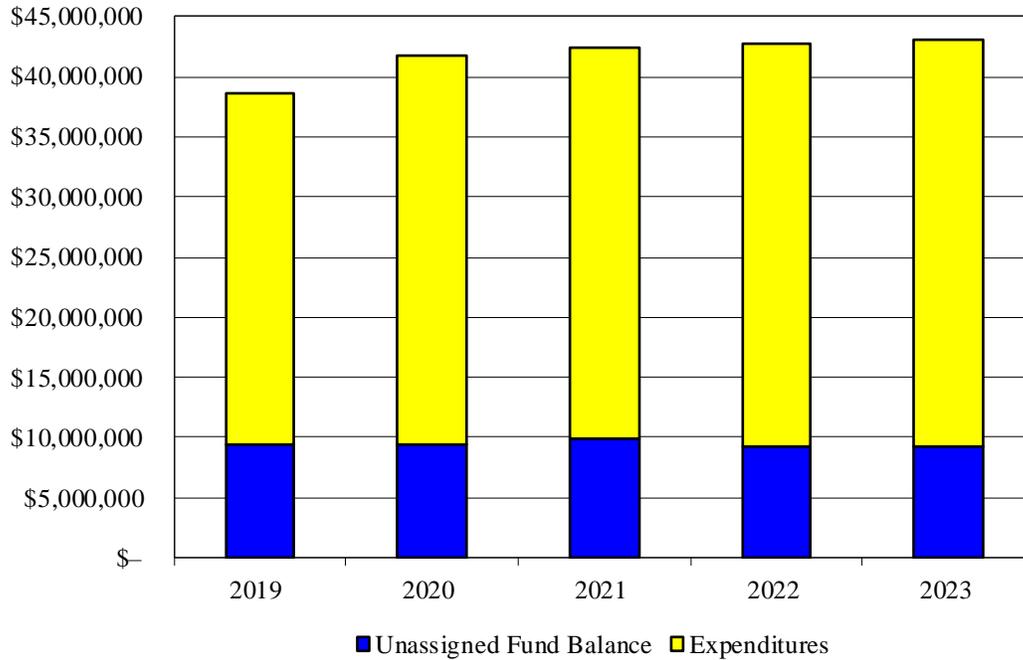
	<u>2023</u>	<u>2022</u>	<u>Change</u>
Salaries	\$ 26,009,737	\$ 26,211,322	\$ (201,585)
Employee benefits	9,069,731	9,423,677	(353,946)
Purchased services	4,714,326	3,870,977	843,349
Supplies and materials	1,176,993	978,056	198,937
Other expenditures	163,487	179,747	(16,260)
Capital expenditures	330,757	410,397	(79,640)
Debt service	1,592,882	1,581,096	11,786
Total General Fund expenditures	<u>\$ 43,057,913</u>	<u>\$ 42,655,272</u>	<u>\$ 402,641</u>

Total General Fund expenditures increased \$402,641, or 0.9 percent, from the previous year. Overall, the changes in expenditures can be attributed to an increase in training costs as staff returned back to the District in-person, common area maintenance charges on the District's building leases, and contracted staffing. The District was unable to fill open positions due to labor market shortages, resulting in decreases in salaries and benefits, which are offset by increases in purchased services.

In summary, 2022–2023 General Fund expenditures and other financing uses exceeded General Fund revenues and other financing sources by \$122,991. As a result, total fund balance decreased to \$10,079,457 at June 30, 2023. After deducting nonspendable, restricted, and assigned funds, the unassigned fund balance increased from \$9,319,585 at June 30, 2022, to \$9,334,454 at June 30, 2023.

The following graph shows the General Fund unassigned fund balance as compared to expenditures:

**Figure C**  
**General Fund**  
**Unassigned Fund Balance as Compared to Expenditures**  
**Last Five Fiscal Years**



The graph above is the single best measure of overall financial health. The unassigned fund balance of \$9.3 million at June 30, 2023, represents 21.7 percent of annual expenditures, or almost three months of school year operations.

The fund balances of an intermediate school district are key to its financial success, as the cash flow advance options available to intermediate school districts are more restrictive to access, compared to an independent school district.

The continued maintenance of fund balance is essential for the District to minimize the impact that cash flow borrowing would have to member districts that would have to back any debt incurred by the District. With the current metering system and limited cash flow borrowing options available, the District believes it is necessary to maintain a minimum fund balance of 15.0 percent of annual budget to assure financial stability. In addition, the District's fund balance provides opportunities to incur one-time capital expenditures to mitigate the amount of long-term facilities maintenance levy that the District requests on behalf of member districts. The District continues to monitor its fund balances closely.

## General Fund Budgetary Highlights

Table 9 summarizes the General Fund budget to actual comparison:

	<u>Original Budget</u>	<u>Final Budget</u>	<u>Actual</u>	<u>Over (Under) Final Budget</u>
Revenue and other financing sources	<u>\$ 47,424,028</u>	<u>\$ 46,489,842</u>	<u>\$ 42,940,016</u>	<u>\$ (3,549,826)</u>
Expenditures and other financing uses	<u>\$ 48,132,949</u>	<u>\$ 47,001,072</u>	<u>\$ 43,063,007</u>	<u>\$ (3,938,065)</u>

The District is required to adopt an operating budget prior to the beginning of its fiscal year, referred to above as the original budget. During the year, the District might amend that budget for known changes in circumstances such as enrollment levels, grant funding, and employee contract settlements.

The District made revisions to the budget during the budget process in January. The District derives the majority of its revenue from tuition fees to member districts and state sources from the special education tuition billing system.

The District's revenues and other financing sources were lower than budgeted amounts by 7.6 percent, due to several factors. The District's anticipated revenues are determined by actual expenditures incurred, which came in under budget by \$3,943,159.

The District's expenditures and other financing uses were less than budgeted amounts by 8.4 percent, due to several factors. Overall, expenditures were under budget by \$3.9 million. The District was uncertain how many positions it would be filling during a challenging recruiting market with labor shortages. The revised budget for staffing had additional open compliments of 500 employees. Due to unfilled positions and resignations of staff, the District came in under budget by 29 employees. In addition, the District over anticipated the number of contracted employee positions it could fill; therefore, there were also cost savings from employees taking unpaid time off, unfilled substitute positions, supplies, travel, workers' compensation insurance, vehicle purchases, utilities, and mileage.

### FOOD SERVICE SPECIAL REVENUE FUND

Expenditures exceeded revenues by \$22,764 for the year. In order to eliminate the potential deficit in the Food Service Special Revenue Fund, the District utilized remaining fund balance of \$17,670 from fiscal 2022 and the School Board approved a transfer of \$5,094 from the General Fund.

### INTERNAL SERVICE FUNDS

The internal service funds account for the financing of goods or services provided by one department to other departments or agencies of the government, or to other governments, on a cost-reimbursement basis. The District has three internal service funds. The District's internal service funds include financing for post-employment severance benefits and OPEB, and self-insurance of the employee medical and dental insurance programs. The self-insurance program experienced a \$943,050 increase in net position, due to an increase in insurance premiums, plan enrollment, and utilization of service, in addition to a reduction of claims experienced in the medical self-insurance fund.

## CAPITAL ASSETS AND LONG-TERM LIABILITIES

### Capital Assets

Table 10 shows the District's capital assets, together with changes from the previous year. The table also shows the total depreciation and amortization expense for fiscal years ended June 30, 2023 and 2022:

	2023	2022	Change
Land	\$ 655,000	\$ 655,000	\$ -
Buildings	11,464,095	11,274,493	189,602
Buildings – leased	8,249,811	8,249,811	-
Furniture and equipment	2,764,605	2,720,065	44,540
Furniture and equipment – leased	-	38,579	(38,579)
Less accumulated depreciation and amortization	<u>(7,917,229)</u>	<u>(6,891,797)</u>	<u>(1,025,432)</u>
Total	<u>\$ 15,216,282</u>	<u>\$ 16,046,151</u>	<u>\$ (829,869)</u>
Depreciation and amortization expense	<u>\$ 1,153,673</u>	<u>\$ 1,140,470</u>	<u>\$ 13,203</u>

### Long-Term Liabilities

Table 11 illustrates the components of the District's long-term liabilities, together with changes from the prior year:

	2023	2022	Change
Certificates of participation payable	\$ 6,315,000	\$ 6,630,000	\$ (315,000)
Unamortized premium (discount)	188,566	200,798	(12,232)
Lease liabilities	7,200,400	7,746,152	(545,752)
Severance benefits payable	299,087	349,541	(50,454)
Compensated absences payable	482,444	382,482	99,962
Total OPEB liability	1,167,995	1,427,618	(259,623)
Net pension liability	<u>31,458,814</u>	<u>17,631,472</u>	<u>13,827,342</u>
Total	<u>\$ 47,112,306</u>	<u>\$ 34,368,063</u>	<u>\$ 12,744,243</u>

The increase in the pension liability for the District is due to the change in the District's proportionate share of the state-wide PERA and TRA pension plan liabilities. The decrease in lease liabilities is related to annual payments made on the District's building leases.

Additional details on the District's capital assets and long-term debt activity can be found in the notes to basic financial statements.

## **FACTORS BEARING ON THE DISTRICT'S FUTURE**

The **Vision** – The District models an innovative culture with diverse pathways serving students and families through equitable practices with highly trained staff.

The **Mission** – In partnership with member districts, the District provides high quality, equitable, and specialized programming to meet the needs of all students.

The **Core Values** of the District are collaboration, empathy, innovation, stewardship, communication, integrity, personalization, equity, and diversity.

The Vision, Mission, and Core Values of the District strongly inform budgetary decisions.

The District is charged by Minnesota Statutes to provide low incidence special education and secondary vocational technical education services to its member districts. In addition, the statutes indicate that intermediate districts should also provide its members with such other services that they require. Therefore, the District continually evaluates current service offerings and reviews additional areas of potential service to its member districts.

### **Current support services include:**

- Provide robust offerings in Federal Setting III and Federal Setting IV Special Education programming.
- The DCALS program provides a high school Alternative Learning Center (ALC) at the Dakota County Technical College (DCTC). Providing the ALC services at the DCTC site allows for program extension into Career Technical Education programs, concurrent enrollment options in the DCTC course offerings, and a well-developed career pathway model in several careers.
- Partner with Independent School District (ISD) No. 197 to operate the DCALS North in West St. Paul. This site offers a convenient location in the northern part of the District.
- Provide the needed secondary alternative learning option to qualify a targeted services program for ISD Nos. 192, 197, 199, 200, and 271.
- Organize and facilitate regional networking meetings for superintendents, secondary principals, and special education directors.
- Collaborate with both public and private support service providers to meet the needs of member districts and to increase the capacity of our communities to meet the diverse needs of children and families.
- Collaborate with the Association of Metropolitan School Districts (AMSD), Minnesota Association of School Administrators (MASA), Minnesota School Boards Association (MSBA), and Association of Education Service Agencies (AESAs) to advocate for legislative action to assist in the provision of district services.
- Collaborate with the other three intermediate school districts (287, 288, and 916) to advocate for legislative action to assist the District in meeting the needs of the unique students served by the intermediate school districts. We also collaborate on communicating about the mission and the services provided by the intermediate school districts.
- Provide special education consultation and direct service to the member districts through a purchase of services model.

Additional potential collaborative support services include:

- We will continue to strengthen our CTE programs, pathways, and alignment through the work of our Dakota County Perkins Consortium and the 2024–2025 CTE Program Approval process. All districts in the Dakota County Perkins Consortium are required to apply, between June 1, 2024 and November 1, 2024, for five-year approval for existing and proposed CTE programs and courses with appropriate teacher licensure, CTE Advisory Committees, student leadership organizations, and syllabi aligned to the MDE CTE Frameworks. To support our member and consortium districts, the District is taking the lead on this effort as the fiscal host and coordinator of the Dakota County Perkins Consortium.
- The District enrollment remains flat, due to labor shortages. To help meet our staffing needs, the District is actively working with consultants to support the hiring of licensed special education teachers from the Philippines and, possibly, other countries. Because international teachers can work in American schools for up to three years, we are in the process of understanding what teachers will need to be successful and developing infrastructure to support them both professionally and personally as they transition to a new country.
- In an effort to diversify our educator workforce, provide professional pathways for district staff, recruit new staff members, and build on the expertise of our current staff, members of our district leadership team and instructional staff are actively collaborating with the Department of Labor and Industry, the other three Minnesota intermediate school districts (287, 288, and 916), and Minnesota State University – Mankato, to develop the first K–12 Teacher Apprenticeship Program in Minnesota. This program will include job-embedded learning with experienced teachers (journey workers) and related instruction (from higher education professionals) to provide paraprofessionals (apprentices) with the knowledge, skills, and experiences to earn their teacher licensure in Emotional/Behavioral Disorders (EBD) and/or Autism Spectrum Disorders (ASD). The District plans to start the program, upon approvals from the Professional Educator Licensing and Standards Board (PELSB) and the Department of Labor and Industry (DLI), in summer 2024.

Existing circumstances that could significantly affect the District’s financial health in the future:

- The District has appropriate fund balances to provide adequate opportunities to adapt to uncontrolled changes in revenue sources for the short-term (two or three years). The special education funding system is being managed in different ways by member districts. This drives each district to make different decisions about which services they provide on their own and which services they procure from the District. We need to remain relevant, responsible, and responsive to the ever-changing needs of the member districts.
- As general education revenue for many of our member districts may likely retract, we are aware that the cost efficiency of our special educational models will become a more significant concern.
- We are concerned that with the higher resignation rate, and the challenges of retention of certified teachers and noncertified employees, the District will be challenged to fill all positions. As a district, we may need to consider potential incentives to hire qualified personnel.
- Due to the pandemic, we are aware that the needs of our students are greater than ever. We are aware that there may be a need for additional spending to help students recover from the lost opportunities.
- CTE programs are in a precarious position. As member districts operate differently due to the pandemic, our student enrollment continues to decline. It will be a significant economic struggle to retain the current course offerings in our CTE programs.

## **CONTACTING THE DISTRICT'S FINANCIAL MANAGEMENT**

These financial statements are designed to provide our citizens, taxpayers, customers, investors, and creditors with a general overview of the District's finances and to demonstrate the District's accountability for the money it receives. If you have questions about these statements, or need additional financial information, contact the Business Office, Intermediate School District No. 917, 1300 145th Street East, Rosemount, Minnesota 55068-2999.

BASIC FINANCIAL STATEMENTS

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INTERMEDIATE SCHOOL DISTRICT NO. 917

Statement of Net Position  
as of June 30, 2023  
(With Partial Comparative Information as of June 30, 2022)

	Governmental Activities	
	2023	2022
<b>Assets</b>		
Cash and temporary investments	\$ 13,938,949	\$ 13,956,730
Receivables		
Accounts and interest	15,740	16,020
Due from other governmental units	8,634,991	7,354,216
Inventory	485	289
Prepaid items	118,862	130,130
Restricted assets – temporarily restricted		
Cash and investments held by trustee	46,961	44,393
Capital assets		
Not depreciated	655,000	655,000
Depreciated, net of accumulated depreciation/amortization	<u>14,561,282</u>	<u>15,391,151</u>
Total capital assets, net of accumulated depreciation/amortization	<u>15,216,282</u>	<u>16,046,151</u>
Total assets	<u>37,972,270</u>	<u>37,547,929</u>
Deferred outflows of resources		
Pension plan deferments	11,367,810	14,444,131
OPEB plan deferments	62,530	68,931
Deferred charge on refunding	246,682	269,107
Total deferred outflows of resources	<u>11,677,022</u>	<u>14,782,169</u>
Total assets and deferred outflows of resources	<u>\$ 49,649,292</u>	<u>\$ 52,330,098</u>
<b>Liabilities</b>		
Salaries and compensated absences payable	\$ 3,038,756	\$ 3,057,305
Accounts and contracts payable	402,074	460,586
Accrued interest payable	84,010	87,292
Due to other governmental units	1,037,293	645,815
Unearned revenue	120,072	116,537
Long-term liabilities		
Due within one year	1,003,416	1,002,113
Due in more than one year	46,108,890	33,365,950
Total long-term liabilities	<u>47,112,306</u>	<u>34,368,063</u>
Total liabilities	51,794,511	38,735,598
Deferred inflows of resources		
Pension plan deferments	4,778,183	24,663,874
OPEB plan deferments	845,368	593,014
Total deferred inflows of resources	<u>5,623,551</u>	<u>25,256,888</u>
<b>Net position</b>		
Net investment in capital assets	1,758,998	1,738,308
Restricted for food service	–	17,670
Restricted for other purposes	3,620	6,180
Unrestricted	<u>(9,531,388)</u>	<u>(13,424,546)</u>
Total net position	<u>(7,768,770)</u>	<u>(11,662,388)</u>
Total liabilities, deferred inflows of resources, and net position	<u>\$ 49,649,292</u>	<u>\$ 52,330,098</u>

INTERMEDIATE SCHOOL DISTRICT NO. 917

Statement of Activities  
 Year Ended June 30, 2023  
 (With Partial Comparative Information for the Year Ended June 30, 2022)

2023				
Functions/Programs	Expenses	Indirect Expense Allocation	Program Revenues	
			Charges for Services	Operating Grants and Contributions
Governmental activities				
Administrative and support services	\$ 2,758,167	\$ (2,403,517)	\$ —	\$ 273,372
Secondary vocational/DCALS	3,054,916	195,197	2,755,493	722,636
Special education programs	32,849,150	2,208,320	6,831,871	30,916,167
Food service	149,919	—	17,122	109,771
Interest and fiscal charges on debt	741,446	—	—	—
<b>Total governmental activities</b>	<b>\$ 39,553,598</b>	<b>\$ —</b>	<b>\$ 9,604,486</b>	<b>\$ 32,021,946</b>
			General revenues	
			Other general revenues	
			Gain on sale of capital assets	
			Investment earnings	
			Total general revenues	
			Change in net position	
			Net position – beginning	
			Net position – ending	

		2022
	Net (Expense) Revenue and Changes in Net Position	Net (Expense) Revenue and Changes in Net Position
Capital Grants and Contributions	Governmental Activities	Governmental Activities
\$ 27,865	\$ (53,413)	\$ 57,438
524,500	752,516	756,105
100,000	2,790,568	309,303
-	(23,026)	17,408
-	(741,446)	(736,468)
<u>\$ 652,365</u>	2,725,199	403,786
	668,046	452,794
	22,542	-
	<u>477,831</u>	<u>17,896</u>
	<u>1,168,419</u>	<u>470,690</u>
	3,893,618	874,476
	<u>(11,662,388)</u>	<u>(12,536,864)</u>
	<u>\$ (7,768,770)</u>	<u>\$ (11,662,388)</u>

INTERMEDIATE SCHOOL DISTRICT NO. 917

Balance Sheet  
 Governmental Funds  
 as of June 30, 2023  
 (With Partial Comparative Information as of June 30, 2022)

	General Fund	Nonmajor Fund – Food Service Special Revenue Fund	Total Governmental Funds	
			2023	2022
<b>Assets</b>				
Cash and temporary investments	\$ 5,486,020	\$ 4,561	\$ 5,490,581	\$ 6,512,985
Cash and investments held by trustee	46,961	–	46,961	44,393
Receivables				
Accounts and interest	5,891	7,028	12,919	16,020
Due from other governmental units	8,634,991	–	8,634,991	7,354,216
Inventory	485	–	485	289
Prepaid items	118,862	–	118,862	125,130
	<u>118,862</u>	<u>–</u>	<u>118,862</u>	<u>125,130</u>
Total assets	<u>\$ 14,293,210</u>	<u>\$ 11,589</u>	<u>\$ 14,304,799</u>	<u>\$ 14,053,033</u>
<b>Liabilities</b>				
Salaries and compensated absences payable	\$ 3,038,756	\$ –	\$ 3,038,756	\$ 3,057,305
Accounts and contracts payable	95,462	922	96,384	92,176
Due to other governmental units	1,035,601	–	1,035,601	644,124
Unearned revenue	43,934	10,667	54,601	39,310
	<u>43,934</u>	<u>10,667</u>	<u>54,601</u>	<u>39,310</u>
Total liabilities	<u>4,213,753</u>	<u>11,589</u>	<u>4,225,342</u>	<u>3,832,915</u>
<b>Fund balances</b>				
Nonspendable	119,347	–	119,347	125,419
Restricted	50,581	–	50,581	66,193
Assigned	575,075	–	575,075	708,921
Unassigned	9,334,454	–	9,334,454	9,319,585
	<u>9,334,454</u>	<u>–</u>	<u>9,334,454</u>	<u>9,319,585</u>
Total fund balances	<u>10,079,457</u>	<u>–</u>	<u>10,079,457</u>	<u>10,220,118</u>
	<u>10,079,457</u>	<u>–</u>	<u>10,079,457</u>	<u>10,220,118</u>
Total liabilities and fund balances	<u>\$ 14,293,210</u>	<u>\$ 11,589</u>	<u>\$ 14,304,799</u>	<u>\$ 14,053,033</u>

INTERMEDIATE SCHOOL DISTRICT NO. 917

Reconciliation of the Balance Sheet to the  
Statement of Net Position  
Governmental Funds  
as of June 30, 2023  
(With Partial Comparative Information as of June 30, 2022)

	<u>2023</u>	<u>2022</u>
Total fund balances – governmental funds	\$ 10,079,457	\$ 10,220,118
Amounts reported for governmental activities in the Statement of Net Position are different because:		
Capital assets are included in net position, but are excluded from fund balances because they do not represent financial resources.		
Cost of capital assets	23,133,511	22,937,948
Accumulated depreciation and amortization	(7,917,229)	(6,891,797)
Long-term liabilities are included in net position, but are excluded from fund balances until due and payable.		
Certificates of participation payable	(6,315,000)	(6,630,000)
Lease liabilities	(7,200,400)	(7,746,152)
Compensated absences payable	(482,444)	(382,482)
Net pension liability	(31,458,814)	(17,631,472)
Accrued interest payable on long-term debt is included in net position, but is excluded from fund balances until due and payable.	(84,010)	(87,292)
The recognition of certain revenues and expenses/expenditures differ between the full accrual governmental activities financial statements and the modified accrual governmental fund financial statements.		
Deferred outflows of resources – pension plan deferments	11,367,810	14,444,131
Deferred inflows of resources – pension plan deferments	(4,778,183)	(24,663,874)
Deferred outflows of resources – deferred charge on refunding	246,682	269,107
Debt issuance premiums and discounts are excluded from net position until amortized, but are included in fund balances upon issuance as other financing sources and uses.	(188,566)	(200,798)
The internal service funds are used by management to charge the costs of certain activities to individual funds. The assets and liabilities of the internal service funds are included in the governmental activities in the Statement of Net Position.	<u>5,828,416</u>	<u>4,700,175</u>
Total net position – governmental activities	<u><u>\$ (7,768,770)</u></u>	<u><u>\$ (11,662,388)</u></u>

INTERMEDIATE SCHOOL DISTRICT NO. 917

Statement of Revenue, Expenditures, and Changes in Fund Balances  
 Governmental Funds  
 Year Ended June 30, 2023  
 (With Partial Comparative Information for the Year Ended June 30, 2022)

	General Fund	Nonmajor Fund – Food Service Special Revenue Fund	Total Governmental Funds	
			2023	2022
<b>Revenue</b>				
Local sources				
Tuition	\$ 9,588,150	\$ –	\$ 9,588,150	\$ 10,171,961
Investment earnings	236,323	–	236,323	8,698
Other	589,836	17,122	606,958	585,727
State sources	30,751,039	4,282	30,755,321	31,449,683
Federal sources	1,748,203	105,489	1,853,692	501,190
Total revenue	<u>42,913,551</u>	<u>126,893</u>	<u>43,040,444</u>	<u>42,717,259</u>
<b>Expenditures</b>				
Current				
Administrative and support services	320,394	–	320,394	38,645
Secondary vocational/DCALS	3,847,059	–	3,847,059	3,986,286
Special education programs	37,297,578	–	37,297,578	37,049,245
Food service	–	149,657	149,657	179,410
Debt service				
Principal	858,347	–	858,347	852,238
Interest and fiscal charges	734,535	–	734,535	728,858
Total expenditures	<u>43,057,913</u>	<u>149,657</u>	<u>43,207,570</u>	<u>42,834,682</u>
Excess (deficiency) of revenue over expenditures	(144,362)	(22,764)	(167,126)	(117,423)
<b>Other financing sources (uses)</b>				
Sale of capital assets	26,465	–	26,465	495
Transfers in	–	5,094	5,094	–
Transfers out	(5,094)	–	(5,094)	–
Total other financing sources (uses)	<u>21,371</u>	<u>5,094</u>	<u>26,465</u>	<u>495</u>
Net change in fund balances	(122,991)	(17,670)	(140,661)	(116,928)
<b>Fund balances</b>				
Beginning of year	<u>10,202,448</u>	<u>17,670</u>	<u>10,220,118</u>	<u>10,337,046</u>
End of year	<u>\$ 10,079,457</u>	<u>\$ –</u>	<u>\$ 10,079,457</u>	<u>\$ 10,220,118</u>

INTERMEDIATE SCHOOL DISTRICT NO. 917

Reconciliation of the Statement of  
Revenue, Expenditures, and Changes in Fund Balances  
to the Statement of Activities  
Year Ended June 30, 2023

(With Partial Comparative Information for the Year Ended June 30, 2022)

	<u>2023</u>	<u>2022</u>
Total net change in fund balances – governmental funds	\$ (140,661)	\$ (116,928)
Amounts reported for governmental activities in the Statement of Activities are different because:		
Capital outlays are recorded as net position and the cost is allocated over their estimated useful lives as depreciation or amortization expense. However, fund balances are reduced for the full cost of capital outlays at the time of purchase.		
Capital outlays	327,727	180,506
Depreciation and amortization expense	(1,153,673)	(1,140,470)
Repayment of long-term debt does not affect the change in net position. However, it reduces fund balances.		
Certificates of participation payable	315,000	310,000
Lease liabilities	545,752	542,238
Interest on long-term debt is included in the change in net position as it accrues, regardless of when payment is due. However, it is included in the change in fund balances when due.		
	3,282	2,583
Debt issuance premiums and discounts are included in the change in net position as they are amortized over the life of the debt. However, they are included in the change in fund balances upon issuance as other financing sources and uses.		
	12,232	12,232
Certain expenses are included in the change in net position, but do not require the use of current funds, and are not included in the change in fund balances.		
Net pension liability	(13,827,342)	9,392,898
A gain or loss on the disposal of capital assets, including the difference between the carrying value and any related sale proceeds, is included in the change in net position. However, only the sale proceeds are included in the change in fund balances.		
	(3,923)	–
The internal service funds are used by management to charge the costs of certain activities to individual funds. The change in net position of the internal service funds is included in the governmental activities in the Statement of Activities.		
	1,128,241	784,513
Certain expenses are included in the change in net position, but do not require the use of current funds, and are not included in the change in fund balances.		
Compensated absences payable	(99,962)	9,663
The recognition of certain revenues and expenses/expenditures differ between the full accrual governmental activities financial statements and the modified accrual governmental fund financial statements.		
Deferred outflows of resources – pension plan deferments	(3,076,321)	1,034,528
Deferred inflows of resources – pension plan deferments	19,885,691	(10,114,862)
Deferred outflows of resources – deferred charge on refunding	<u>(22,425)</u>	<u>(22,425)</u>
Change in net position – governmental activities	<u>\$ 3,893,618</u>	<u>\$ 874,476</u>

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INTERMEDIATE SCHOOL DISTRICT NO. 917

Statement of Revenue, Expenditures, and Changes in Fund Balances  
 Budget and Actual  
 General Fund  
 Year Ended June 30, 2023

	Budgeted Amounts		Actual	Over (Under) Final Budget
	Original	Final		
Revenue				
Local sources				
Tuition	\$ 10,024,643	\$ 9,988,710	\$ 9,588,150	\$ (400,560)
Investment earnings	14,000	144,750	236,323	91,573
Other	440,199	513,025	589,836	76,811
State sources	36,251,022	33,573,245	30,751,039	(2,822,206)
Federal sources	694,164	2,270,112	1,748,203	(521,909)
Total revenue	<u>47,424,028</u>	<u>46,489,842</u>	<u>42,913,551</u>	<u>(3,576,291)</u>
Expenditures				
Current				
Administrative and support services	388,852	429,506	320,394	(109,112)
Secondary vocational/DCALS	4,301,123	4,135,105	3,847,059	(288,046)
Special education programs	41,426,739	40,838,333	37,297,578	(3,540,755)
Debt service				
Principal	1,806,735	858,347	858,347	–
Interest and fiscal charges	209,500	739,781	734,535	(5,246)
Total expenditures	<u>48,132,949</u>	<u>47,001,072</u>	<u>43,057,913</u>	<u>(3,943,159)</u>
Excess (deficiency) of revenue over expenditures	(708,921)	(511,230)	(144,362)	366,868
Other financing sources (uses)				
Sale of capital assets	–	–	26,465	26,465
Transfers out	–	–	(5,094)	(5,094)
Total other financing sources (uses)	<u>–</u>	<u>–</u>	<u>21,371</u>	<u>21,371</u>
Net change in fund balances	<u>\$ (708,921)</u>	<u>\$ (511,230)</u>	<u>(122,991)</u>	<u>\$ 388,239</u>
Fund balances				
Beginning of year			<u>10,202,448</u>	
End of year			<u>\$ 10,079,457</u>	

INTERMEDIATE SCHOOL DISTRICT NO. 917

Statement of Net Position  
 Proprietary Funds  
 Internal Service Funds  
 as of June 30, 2023

(With Partial Comparative Actual Amounts as of June 30, 2022)

	<u>2023</u>	<u>2022</u>
Assets		
Current assets		
Cash and temporary investments	\$ 8,448,368	\$ 7,443,745
Receivables		
Accounts and interest	2,821	–
Prepaid items	–	5,000
Total assets	<u>8,451,189</u>	<u>7,448,745</u>
Deferred outflows of resources		
OPEB plan deferments	62,530	68,931
Liabilities		
Current liabilities		
Accounts and contracts payable	305,690	368,410
Due to other governmental units	1,692	1,691
Total OPEB liability – due within one year	32,164	33,276
Severance benefits payable – due within one year	26,421	40,314
Unearned revenue	65,471	77,227
Total current liabilities	<u>431,438</u>	<u>520,918</u>
Long-term liabilities		
Total OPEB liability – due in more than one year	1,135,831	1,394,342
Severance benefits payable – due in more than one year	272,666	309,227
Total long-term liabilities	<u>1,408,497</u>	<u>1,703,569</u>
Total liabilities	1,839,935	2,224,487
Deferred inflows of resources		
OPEB plan deferments	<u>845,368</u>	<u>593,014</u>
Net position		
Unrestricted	<u>\$ 5,828,416</u>	<u>\$ 4,700,175</u>

INTERMEDIATE SCHOOL DISTRICT NO. 917

Statement of Revenue, Expenses, and Changes in Net Position  
 Proprietary Funds  
 Internal Service Funds  
 Year Ended June 30, 2023  
 (With Partial Comparative Information for the Year Ended June 30, 2022)

	<u>2023</u>	<u>2022</u>
Operating revenue		
Charges for services		
Contributions from governmental funds	\$ 5,131,847	\$ 5,468,949
Operating expenses		
Post-employment severance and health benefits (change in severance)	(12,285)	206,223
Medical benefit claims	3,771,538	4,005,741
Dental benefit claims	485,861	481,670
Total operating expenses	<u>4,245,114</u>	<u>4,693,634</u>
Operating income	886,733	775,315
Nonoperating revenue		
Investment earnings	<u>241,508</u>	<u>9,198</u>
Change in net position	1,128,241	784,513
Net position		
Beginning of year	<u>4,700,175</u>	<u>3,915,662</u>
End of year	<u><u>\$ 5,828,416</u></u>	<u><u>\$ 4,700,175</u></u>

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INTERMEDIATE SCHOOL DISTRICT NO. 917

Statement of Cash Flows  
 Proprietary Funds  
 Internal Service Funds  
 Year Ended June 30, 2023

(With Partial Comparative Actual Amounts for the Year Ended June 30, 2022)

	<u>2023</u>	<u>2022</u>
Cash flows from operating activities		
Contributions from governmental funds	\$ 5,117,270	\$ 5,452,369
Post-employment severance and health benefit payments	(39,037)	(64,607)
Payments for medical claims	(3,831,449)	(4,047,166)
Payments for dental claims	<u>(483,669)</u>	<u>(482,218)</u>
Net cash flows from operating activities	763,115	858,378
Cash flows from investing activities		
Investment income received	<u>241,508</u>	<u>9,198</u>
Net increase in cash and cash equivalents	1,004,623	867,576
Cash and temporary investments		
Beginning of year	<u>7,443,745</u>	<u>6,576,169</u>
End of year	<u><u>\$ 8,448,368</u></u>	<u><u>\$ 7,443,745</u></u>
Reconciliation of operating income to net cash flows from operating activities		
Operating income	\$ 886,733	\$ 775,315
Adjustments to reconcile operating income to net cash flows from operating activities		
Changes in assets and liabilities		
Accounts and interest receivable	(2,821)	-
Prepaid items	5,000	(4,077)
OPEB plan deferments	258,755	10,444
Accounts and contracts payable	(62,720)	(37,225)
Due to other governmental units	1	252
Severance benefits payable	(50,454)	(61,527)
Total OPEB liability	(259,623)	191,776
Unearned revenue	<u>(11,756)</u>	<u>(16,580)</u>
Net cash flows from operating activities	<u><u>\$ 763,115</u></u>	<u><u>\$ 858,378</u></u>

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INTERMEDIATE SCHOOL DISTRICT NO. 917

Notes to Basic Financial Statements  
June 30, 2023

**NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**A. Organization**

Intermediate School District No. 917 (the District) is an instrumentality of the state of Minnesota established to provide participating school districts with vocational, technical, and special education services. The District is governed by a joint School Board composed of appointed members from each participating school district. The District's financial statements have been prepared in conformity with accounting principles generally accepted in the United States of America as applied to governmental units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles.

**B. Reporting Entity**

The District's financial statements include all funds, departments, agencies, boards, commissions, and other component units for which the District is considered to be financially accountable.

Component units are legally separate entities for which the District (primary government) is financially accountable, or for which the exclusion of the component unit would render the financial statements of the primary government misleading. The criteria used to determine if the primary government is financially accountable for a component unit includes whether or not the primary government appoints the voting majority of the potential component unit's governing body, is able to impose its will on the potential component unit, is in a relationship of financial benefit or burden with the potential component unit, or is fiscally depended upon by the potential component unit. Based on these criteria, there are no organizations considered to be component units of the District.

**C. Minnesota State Colleges and Universities**

On July 1, 1995, Minnesota technical colleges, community colleges, and state universities were merged under the control of Minnesota State Colleges and Universities (MnSCU). Therefore, the funds and assets of the District associated with Dakota County Technical College's (DCTC) operations were remanded to the state system. The District continues to serve secondary, vocational, and kindergarten through Grade 12 special education students. Under terms of an agreement with DCTC, the District has access to certain facilities and equipment of DCTC. The District pays DCTC its share of building maintenance and costs of other services based on space, usage, personnel, and budget percentages. The District provides business office services to DCTC, and is reimbursed for related actual costs based on personnel, usage, and budget percentages.

## **NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

### **D. Government-Wide Financial Statement Presentation**

The government-wide financial statements (Statement of Net Position and Statement of Activities) display information about the reporting government as a whole. These statements include all the financial activities of the District. Generally, the effect of material interfund activity has been removed from the government-wide financial statements.

The Statement of Activities demonstrates the degree to which the direct expenses of a given function or segment are offset by program revenues and an allocation of indirect administrative and support service expenses. Direct expenses are those that are clearly identifiable with a specific function or segment. Program revenues include charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment and grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Other internally directed revenues are reported as general revenues.

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Grants and similar items are recognized when all eligibility requirements imposed by the provider have been met. Other internally directed revenues are reported as general revenues.

The District applies restricted resources first when an expense is incurred for which both restricted and unrestricted resources are available. Depreciation/amortization expense is included as a direct expense in the functional areas that utilize the related capital assets. Interest on debt is considered an indirect expense and is reported separately on the Statement of Activities.

### **E. Fund Financial Statement Presentation**

Separate fund financial statements are provided for governmental and proprietary funds. Major individual governmental funds are reported as separate columns in the fund financial statements. Aggregate information for the remaining nonmajor governmental funds is reported in a single column in the fund financial statements.

The internal service funds are presented in the proprietary fund financial statements. Because the principal users of the internal service funds are the District's governmental activities, the financial statements of the internal service funds are consolidated into the governmental column when presented in the government-wide financial statements. The cost of these services is reported in the appropriate functional activity.

Proprietary funds distinguish operating revenues and expenses from nonoperating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenue of the District's internal service funds are charges to customers for service. Operating expenses for the internal service funds include the cost of providing benefits. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses. The District's only proprietary funds are the internal service funds, which provide services to the governmental funds.

Proprietary fund financial statements are reported using the economic resources measurement focus and the accrual basis of accounting as described earlier in these notes.

## NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Under this basis of accounting, transactions are recorded in the following manner:

- 1. Revenue Recognition** – Revenue is recognized when it becomes measurable and available. “Measurable” means the amount of the transaction can be determined and “available” means collectible within the current period or soon enough thereafter to be used to pay liabilities of the current period. Grants and similar items are recognized when all eligibility requirements imposed by the provider have been met. State revenue is recognized in the year to which it applies according to funding formulas established by Minnesota Statutes. Other revenue is considered available if collected within 60 days. Proceeds of long-term debt are reported as other financing sources.
- 2. Recording of Expenditures** – Expenditures are generally recorded when a liability is incurred, except for long-term debt and other long-term liabilities, which are recognized as expenditures to the extent they have matured. Capital asset acquisitions are reported as expenditures in the governmental funds. In the General Fund, capital expenditures are included within the applicable functional areas.

### Description of Funds

The existence of the various district funds has been established by the Minnesota Department of Education. Each fund is accounted for as an independent entity. A description of the funds included in this report is as follows:

### Major Governmental Funds

**General Fund** – The General Fund is used to account for all financial resources except those required to be accounted for in another fund. The District maintains separate accounts within the General Fund for secondary education, secondary resale, special education, special education resale, district support services, capital expenditure, student activities, and service allocation costs to be reimbursed by others.

### Nonmajor Governmental Funds

**Food Service Special Revenue Fund** – The Food Service Special Revenue Fund is primarily used to account for the District’s child nutrition program.

### Proprietary Funds

**Internal Service Funds** – The internal service funds account for the financing of goods or services provided by one department to other departments or agencies of the government, or to other governments, on a cost-reimbursement basis. The District has three internal service funds. The District’s internal service funds include financing for post-employment severance benefits and other post-employment benefits (OPEB), and self-insurance for the employee medical and dental insurance programs.

## **NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

### **F. Budgetary Information**

Each June, the School Board adopts an annual budget for the following fiscal year for all governmental funds. The budget for each fund is prepared on the same basis of accounting as the financial statements. Legal budgetary control is at the fund level. Budgeted expenditure appropriations lapse at year-end.

### **G. Cash and Temporary Investments**

Cash and temporary investments include balances from all funds that are combined and invested to the extent available in various securities as authorized by state law. Earnings from the pooled investments are allocated to the respective funds on the basis of applicable cash balance participation by each fund.

Cash and investments held by trustee include balances held in segregated accounts that are established for specific purposes. In the General Fund, the capital lease escrow account is used to hold assets held for future debt payments. Interest earned on these investments was allocated directly to those accounts.

Investments are generally stated at fair value, except for investments in external investment pools, which are stated at amortized cost. Short-term, highly liquid debt instruments (including commercial paper, bankers' acceptance, and U.S. treasury and agency obligations) purchased with a remaining maturity of one year or less may also be reported at amortized cost. Investment income is accrued at the Balance Sheet date.

The District categorizes its fair value measurements within the fair value hierarchy established by accounting principles generally accepted in the United States of America. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; and Level 3 inputs are significant unobservable inputs.

Debt securities classified in Level 2 of the fair value hierarchy are valued using a matrix pricing technique. Matrix pricing is used to value securities based on the securities' relationship to benchmark quoted prices.

See Note 2 for the District's recurring fair value measurements as of year-end.

### **H. Receivables**

When necessary, the District utilizes an allowance for uncollectible accounts to value its receivables. However, the District considers all of its current receivables to be collectible. No allowances have been recorded.

### **I. Inventories**

Inventories are valued at the lower of cost (first-in, first-out method) or market. Inventories are recorded as expenses/expenditures when items are used or sold.

## **NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

### **J. Prepaid Items**

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both government-wide and fund financial statements. Prepaid items are recorded using the consumption method and recorded as expenses/expenditures at the time of consumption.

### **K. Capital Assets**

Capital assets that purchased or constructed by the District are recorded at historical cost. Donated capital assets are recorded at their estimated acquisition value at the date of donation. Leased capital assets are recorded based on the measurement of payments applicable to the lease term. The District defines capital assets as those with an initial, individual cost of \$1,200 or more, which benefit more than one fiscal year. The cost of normal maintenance and repairs that do not add to the value of the asset or materially extend asset lives are not capitalized.

Capital assets are recorded in the government-wide financial statements, but are not reported in the governmental fund financial statements. Capital assets are depreciated using the straight-line method over their estimated useful lives. Since surplus assets are generally sold for an immaterial amount or scrapped when declared as no longer fit or needed for public school purposes by the District, no salvage value is taken into consideration for depreciation purposes. Useful lives vary from 20 to 50 years for buildings and 5 to 15 years for furniture and equipment. Leased assets are amortized over the term of the lease or over the useful life of the applicable asset class previously described, if future ownership is anticipated. Land is not depreciated.

The District does not possess material amounts of infrastructure capital assets, such as sidewalks or parking lots. Such items are considered to be part of the cost of buildings or other improvable property.

### **L. Long-Term Obligations**

In the government-wide financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities. Debt premiums and discounts are deferred and amortized over the life of the debt using the straight-line method.

In the fund financial statements, governmental fund types recognize debt premiums and discounts, as well as debt issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums or discounts on debt issuances are reported as other financing sources or uses, respectively. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

### **M. Compensated Absences**

Under the terms of union contracts, certain employees accrue vacation at varying rates, portions of which may be carried over to future years. Employees are reimbursed for any unused, accrued vacation and related benefits upon termination. Vacation pay is accrued when incurred in the government-wide financial statements. Unused vacation pay is accrued in governmental fund financial statements only when it has matured, due to employee termination or similar circumstances.

## **NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

### **N. Sick Pay**

Substantially all district employees are entitled to sick leave at various rates. Unused sick leave enters into the calculation of early retirement incentive payments for some employees upon termination.

### **O. Severance Benefits**

The District provides lump sum severance pay to eligible employees in accordance with provisions in certain collectively bargained contracts. Members of certain employee groups may become eligible to receive lump sum severance pay benefits. Eligibility for these benefits is based on years of service and/or minimum age requirements. The amount of the severance or retirement benefit is calculated by converting a portion of unused accumulated sick leave. No individual can receive severance benefits in excess of one year's salary.

Severance payable and the District's share of related benefits are recorded as a liability in the government-wide financial statements as it is earned and it becomes probable that it will vest at some point in the future. Severance pay is accrued in the applicable internal service fund as it is earned and it becomes probable it will vest at some point in the future.

### **P. State-Wide Pension Plans**

For purposes of measuring the net pension liability, deferred outflows/inflows of resources, and pension expense, information about the fiduciary net position of the Public Employees Retirement Association (PERA) and the Teachers Retirement Association (TRA) and additions to/deductions from the PERA's and the TRA's fiduciary net positions have been determined on the same basis as they are reported by the PERA and the TRA. For this purpose, plan contributions are recognized as of employer payroll paid dates and benefit payments and refunds are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

The TRA has a special funding situation created by direct aid contributions made by the state of Minnesota, City of Minneapolis, and Minneapolis School District. The direct aid is a result of the merger of the Minneapolis Teachers Retirement Fund Association merger into TRA in 2006. A second direct aid source is from the state of Minnesota for the merger of the Duluth Teachers Retirement Fund Association in 2015.

### **Q. Unearned Revenue**

Unearned revenue consists of federal grants and collections in advance of premiums charged in the internal service funds.

**NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**R. Risk Management**

1. **General Insurance** – The District is exposed to various risks of loss related to torts: theft of, damage to, and destruction of assets; errors and omissions; natural disasters; and workers’ compensation for which the District carries commercial insurance. Settled claims have not exceeded this commercial coverage in any of the past three fiscal years. There were no significant reductions in the District’s insurance coverage in the current year.
2. **Self-Insurance** – The District has established two internal service funds to account for and finance its self-insured risk of loss for respective employee dental and health insurance plans. Under these plans, the internal service funds provide coverage to participating employees and their dependents for various dental and healthcare costs as described in the plan.

The District makes premium payments to the internal service funds on behalf of program participants based on provisional rates determined by insurance company estimates of monthly claims paid for each coverage class, plus the stop-loss health insurance premium costs and administrative service charges.

District claim liabilities are reported when it is probable that a loss has occurred and the amount of that loss can be reasonably estimated. Liabilities include an amount for claims that have been incurred, but not reported. Because actual claim liabilities depend on complex factors, such as inflation, changes in legal doctrines, and damage awards, the process used in computing a claim liability does not necessarily result in an exact amount. Claim liabilities are evaluated periodically to take into consideration recently settled claims, the frequency of claims, and other economic and social factors.

Changes in the balance of dental claim liabilities for the last two years were as follows:

Fiscal Year Ended June 30,	Beginning of Fiscal Year Liability	Charges and Changes in Estimates	Claims Payments	Balance at Fiscal Year-End
2022	\$ 49,302	\$ 482,270	\$ 482,218	\$ 49,354
2023	\$ 49,354	\$ 485,261	\$ 483,669	\$ 50,946

Changes in the balance of health claim liabilities for the last two years were as follows:

Fiscal Year Ended June 30,	Beginning of Fiscal Year Liability	Charges and Changes in Estimates	Claims Payments	Balance at Fiscal Year-End
2022	\$ 356,333	\$ 4,009,889	\$ 4,047,166	\$ 319,056
2023	\$ 319,056	\$ 3,767,137	\$ 3,831,449	\$ 254,744

## **NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

### **S. Deferred Outflows/Inflows of Resources**

In addition to assets and liabilities, statements of financial position or balance sheets will sometimes report a separate section for deferred outflows or inflows of resources. These separate financial statement elements represent a consumption or acquisition of net position that applies to future periods and so will not be recognized as an outflow of resources (expense/expenditure) or an inflow of financial resources (revenue) until then.

The District reports deferred outflows and inflows of resources related to pensions and OPEB in the government-wide and internal service fund Statement of Net Position. These deferred outflows and inflows result from differences between expected and actual experience, changes of assumptions, change in proportion, the difference between projected and actual earnings on pension plan investments, and contributions to the plan subsequent to the measurement date and before the end of the reporting period. These amounts are deferred and amortized as required under pension and OPEB standards.

The District also reports a deferred outflow of resources related to the deferred charge on refunding reported in the government-wide Statement of Net Position. A deferred charge on refunding results from the difference in the carrying value of refunded debt and its reacquisition price. This amount is deferred and amortized over the shorter of the life of the refunded or refunding debt.

### **T. Statement of Cash Flows**

For purposes of the Statement of Cash Flows, the District considers all highly liquid debt instruments with an original maturity from time of purchase by the District of three months or less to be cash equivalent. The proprietary fund's equity in the government-wide cash and investment management pool is considered to be cash equivalent.

### **U. Use of Estimates**

The preparation of financial statements, in conformity with accounting principles generally accepted in the United States of America, requires management to make estimates and assumptions that affect the reported amounts and disclosures during the reporting period. Actual results could differ from those estimates.

### **V. Restricted Assets**

Restricted assets are cash and cash equivalents whose use is limited by legal requirements, such as a bond indenture. Restricted assets are reported only in the government-wide financial statements. In the governmental funds, cash and investments that are restricted are reported as cash and investments held by trustee.

## NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

### W. Net Position

In the government-wide and internal service fund financial statements, net position represents the difference between assets, deferred outflows of resources, liabilities, and deferred inflows of resources. Net position is displayed in three components:

- **Net Investment in Capital Assets** – Consists of capital assets, net of accumulated depreciation/amortization, reduced by any outstanding debt attributable to acquire capital assets.
- **Restricted Net Position** – Consists of net position restricted when there are limitations imposed on their use through external restrictions imposed by creditors, grantors, or laws or regulations of other governments.
- **Unrestricted Net Position** – All other net position that does not meet the definition of “restricted” or “net investment in capital assets.”

### X. Fund Balance Classifications

In the fund financial statements, governmental funds report fund balance in classifications that disclose constraints for which amounts in those funds can be spent. These classifications are as follows:

- **Nonspendable** – Consists of amounts that are not in spendable form, such as prepaid items, inventory, and other long-term assets.
- **Restricted** – Consists of amounts related to externally imposed constraints established by creditors, grantors, or contributors; or constraints imposed by state statutory provisions.
- **Committed** – Consists of internally imposed constraints that are established by resolution of the School Board. Those committed amounts cannot be used for any other purpose unless the School Board removes or changes the specified use by taking the same type of action it employed to previously commit those amounts.
- **Assigned** – Consists of internally imposed constraints. These constraints consist of amounts intended to be used by the District for specific purposes but do not meet the criteria to be classified as restricted or committed. In governmental funds, assigned amounts represent intended uses established by the governing body itself or by an official to which the governing body delegates the authority. Pursuant to School Board resolution, the District’s superintendent and executive director of business services are authorized to establish assignments of fund balance.
- **Unassigned** – The residual classification for the General Fund, which also reflects negative residual amounts in other funds.

When both restricted and unrestricted resources are available for use, it is the District’s policy to first use restricted resources, then use unrestricted resources as they are needed.

When committed, assigned, or unassigned resources are available for use, it is the District’s policy to use resources in the following order: 1) committed, 2) assigned, and 3) unassigned.

## NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

### Y. Prior Period Comparative Financial Information/Reclassification

The basic financial statements include certain prior year partial comparative information in total, but not at the level of detail required for a presentation in conformity with accounting principles generally accepted in the United States of America. Accordingly, such information should be read in conjunction with the District's financial statements for the year ended June 30, 2022, from which the summarized information was derived. Also, certain amounts presented in the prior year data have been reclassified in order to be consistent with the current year's presentation.

### Z. Interfund Transactions and Transfers

The General Fund transferred \$5,904 to the Food Service Special Revenue Fund to finance current year operating deficits.

Interfund balances and transfers between governmental funds reported in the fund financial statements are eliminated in the entity-wide financial statements.

## NOTE 2 – DEPOSITS AND INVESTMENTS

### A. Deposits

In accordance with applicable Minnesota Statutes, the District maintains deposits at depository banks authorized by the School Board, including checking accounts, savings accounts, and nonnegotiable certificates of deposit.

The following is considered the most significant risk associated with deposits:

**Custodial Credit Risk** – In the case of deposits, this is the risk that in the event of a bank failure, the District's deposits may be lost.

Minnesota Statutes require that all deposits be protected by federal deposit insurance, corporate surety bond, or collateral. The market value of collateral pledged must equal 110 percent of the deposits not covered by federal deposit insurance or corporate surety bonds. Authorized collateral includes treasury bills, notes, and bonds; issues of U.S. government agencies; general obligations rated "A" or better; revenue obligations rated "AA" or better; irrevocable standard letters of credit issued by the Federal Home Loan Bank; and certificates of deposit. Minnesota Statutes require that securities pledged as collateral be held in safekeeping in a restricted account at the Federal Reserve Bank or in an account at a trust department of a commercial bank or other financial institution that is not owned or controlled by the financial institution furnishing the collateral.

The District's deposit policies do not further limit depository choices.

At year-end, the carrying amount of the District's deposits was \$2,047,258, while the balance on the bank records was \$2,296,149. At June 30, 2023, all deposits were insured or collateralized by securities held by the District's agent in the District's name.

## NOTE 2 – DEPOSITS AND INVESTMENTS (CONTINUED)

### B. Investments

Investments are subject to various risks, the following of which are considered the most significant:

**Custodial Credit Risk** – For investments, this is the risk that in the event of a failure of the counterparty to an investment transaction (typically a broker-dealer) the District would not be able to recover the value of its investments or collateral securities that are in the possession of an outside party. Although the District’s investment policies do not directly address custodial credit risk, it typically limits its exposure by purchasing insured or registered investments, or by the control of who holds the securities.

**Credit Risk** – This is the risk that an issuer or other counterparty to an investment will not fulfill its obligations. Minnesota Statutes limit the District’s investments to direct obligations or obligations guaranteed by the United States or its agencies; shares of investment companies registered under the Federal Investment Company Act of 1940 that receive the highest credit rating, are rated in one of the two highest rating categories by a statistical rating agency, and all of the investments have a final maturity of 13 months or less; general obligations rated “A” or better; revenue obligations rated “AA” or better; general obligations of the Minnesota Housing Finance Agency rated “A” or better; bankers’ acceptances of United States banks eligible for purchase by the Federal Reserve System; commercial paper issued by United States corporations or their Canadian subsidiaries, rated of the highest quality category by at least two nationally recognized rating agencies, and maturing in 270 days or less; Guaranteed Investment Contracts guaranteed by a United States commercial bank, domestic branch of a foreign bank, or a United States insurance company, and with a credit quality in one of the top two highest categories; repurchase or reverse purchase agreements and securities lending agreements with financial institutions qualified as a “depository” by the government entity, with banks that are members of the Federal Reserve System with capitalization exceeding \$10,000,000; that are a primary reporting dealer in U.S. government securities to the Federal Reserve Bank of New York; or certain Minnesota securities broker-dealers. The District’s investment policies do not further restrict investing in specific financial instruments.

**Concentration Risk** – This is the risk associated with investing a significant portion of the District’s investments (considered 5 percent or more) in the securities of a single issuer, excluding U.S. guaranteed investments (such as treasuries), investment pools, and mutual funds. The District’s investment policies do not address concentration risk.

**Interest Rate Risk** – This is the risk of potential variability in the fair value of fixed rate investments resulting from changes in interest rates (the longer the period for which an interest rate is fixed, the greater the risk). The District’s investment policies do not limit the maturities of investments; however, the District considers such things as interest rates and cash flow needs when purchasing investments.

## NOTE 2 – DEPOSITS AND INVESTMENTS (CONTINUED)

### C. Summary

The following table presents the District’s deposit and investment balances at June 30, 2023, and information relating to potential investment risks:

Investment Type	Credit Risk		Fair Value Measurements	Interest Risk – Maturity Duration in Years				Total
	Rating	Agency		Less Than 1	1 to 5	5 to 10	More Than 10	
Investment pools/mutual funds								
Minnesota School District Liquid Asset Fund								
Liquid Class	AAA	S&P	Amortized Cost	N/A	N/A	N/A	N/A	\$ 845,977
MAX Class	AAA	S&P	Amortized Cost	N/A	N/A	N/A	N/A	11,045,714
First American Treasury Obligations Fund Class D								
	AAA	S&P	Level 1	N/A	N/A	N/A	N/A	46,961
								11,938,652
Deposits								2,047,258
Total cash and investments								<u>\$ 13,985,910</u>

N/A – Not Applicable

Cash and investments are included on the basic financial statements as follows:

Cash and temporary investments – Statement of Net Position	\$ 13,938,949
Cash and investments held by trustee – Statement of Net Position	<u>46,961</u>
Total cash and investments	<u>\$ 13,985,910</u>

The Minnesota School District Liquid Asset Fund (MSDLAF) is regulated by Minnesota Statutes and is an external investment pool not registered with the Securities and Exchange Commission (SEC) that follows the same regulatory rules of the SEC. The District’s investment in the MSDLAF is measured at the value per share provided by the pool, which is based on an amortized cost method that approximates fair value.

For MSDLAF investments, there are no unfunded commitments, redemption frequency is daily, and there is no redemption notice for the Liquid Class; the redemption notice period is 14 days for the MAX Class, with the exception of direct investments of funds distributed by the state of Minnesota. Withdrawals prior to the 14-day restriction period may be subject to a penalty and there is a 24-hour hold on all requests for redemption.

## NOTE 3 – CAPITAL ASSETS

Capital assets and accumulated depreciation activity for the year ended June 30, 2023 is as follows:

	Balance – Beginning of Year	Additions	Deletions	Balance – End of Year
Capital assets, not depreciated or amortized				
Land	\$ 655,000	\$ –	\$ –	\$ 655,000
Capital assets, depreciated or amortized				
Buildings	11,274,493	189,602	–	11,464,095
Buildings – leased	8,249,811	–	–	8,249,811
Furniture and equipment	2,720,065	138,125	(93,585)	2,764,605
Furniture and equipment – leased	38,579	–	(38,579)	–
Total capital assets, depreciated or amortized	<u>22,282,948</u>	<u>327,727</u>	<u>(132,164)</u>	<u>22,478,511</u>
Less accumulated depreciation and amortization for				
Buildings	(4,324,821)	(277,415)	–	(4,602,236)
Buildings – leased	(686,585)	(686,585)	–	(1,373,170)
Furniture and equipment	(1,863,063)	(172,345)	93,585	(1,941,823)
Furniture and equipment – leased	(17,328)	(17,328)	34,656	–
Total accumulated depreciation and amortization	<u>(6,891,797)</u>	<u>(1,153,673)</u>	<u>128,241</u>	<u>(7,917,229)</u>
Net capital assets	<u>15,391,151</u>	<u>(825,946)</u>	<u>(3,923)</u>	<u>14,561,282</u>
Total capital assets, net	<u>\$ 16,046,151</u>	<u>\$ (825,946)</u>	<u>\$ (3,923)</u>	<u>\$ 15,216,282</u>

Depreciation/amortization expense for the year ended June 30, 2023 was charged to the following governmental functions:

Administrative and support services	\$ 14,716
Secondary vocational/DCALS	16,551
Special education programs	1,122,144
Food service	262
Total depreciation/amortization expense	<u>\$ 1,153,673</u>

## NOTE 4 – LONG-TERM LIABILITIES

### A. Components and Changes in Long-Term Liabilities

The following table describes the changes in long-term liabilities, including amounts due within one year:

	Balance – Beginning of Year	Additions	Retirements*	Balance – End of Year	Due Within One Year
Certificates of participation	\$ 6,630,000	\$ –	\$ 315,000	\$ 6,315,000	\$ 325,000
Unamortized premium/discount	200,798	–	12,232	188,566	–
Lease liabilities	7,746,152	–	545,752	7,200,400	578,390
Severance benefits payable	349,541	26,421	76,875	299,087	26,421
Compensated absences payable	382,482	141,403	41,441	482,444	41,441
Total OPEB liability	1,427,618	193,807	453,430	1,167,995	32,164
Net pension liability	<u>17,631,472</u>	<u>16,415,460</u>	<u>2,588,118</u>	<u>31,458,814</u>	<u>–</u>
	<u>\$ 34,368,063</u>	<u>\$ 16,777,091</u>	<u>\$ 4,032,848</u>	<u>\$ 47,112,306</u>	<u>\$ 1,003,416</u>

\* The lease liabilities retirement amount includes \$2,405 that was deleted in the current year and was not a principal payment.

**NOTE 4 – LONG-TERM LIABILITIES (CONTINUED)**

**B. Description of Long-Term Liabilities**

- Certificates of Participation Payable** – In November 2016, the District sold \$8,085,000 of certificates of participation to finance the construction of additions to the Alliance Center special education facility. These certificates have interest rates that range from 2.0 percent to 3.0 percent, with a final maturity of February 2039. Annual principal and interest payments on these certificates will be paid by the General Fund. Tuition revenue in the General Fund capital expenditure account from member districts specifically for this debt obligation for the duration of the debt obligation are pledged for the payment of principal and interest on these certificates of participation payable.

Failure by the District to pay any payments under this agreement, or upon the occurrence of and continuation of an event of default, the lender without any further demand or notice, may take one or any combination of the following steps. The lender, with or without terminating the agreement, may declare all payments due or become due during the fiscal year in effect when the default occurs. They may repossess the facility by giving the District written notice to surrender the facility to the lender. The lender will thereafter use its best efforts to sell or lease its interest in the facility or any portion thereof in a commercially reasonable manner in accordance with applicable state laws. The lender may also pursue any other remedy available to require the District to perform any of its obligations in the agreement.

- Lease Liabilities** – The District has obtained the use of certain equipment and building space through a lease financing agreement. The total amount of underlying lease assets by major classes and the related accumulated amortization is presented in Note 3 to the basic financial statements. Annual principal and interest on these agreements will be paid from the General Fund. The agreement is secured by the original property. The lessor may repossess the property and seek full recovery of the losses upon default. The District currently has the following lease liabilities obligations outstanding:

<u>Lease Description</u>	<u>Interest Rate</u>	<u>Lease Date</u>	<u>Final Maturity</u>	<u>Principal Outstanding</u>
Concord Education Center	7.00%	09/01/2018	07/01/2033	\$ 5,392,331
Lebanon Education Center	7.00%	08/01/2015	07/01/2030	1,808,069
Total lease liabilities				<u>\$ 7,200,400</u>

**NOTE 4 – LONG-TERM LIABILITIES (CONTINUED)**

- **Severance Benefits Payable** – Severance benefits are paid by the applicable internal service fund. Annual payments to retire severance benefit liabilities have not been determined and will depend on actual employee turnover.
- **Compensated Absences Payable** – Compensated absences payable represent accrued vacation payable at year-end. Compensated absences are paid by the General Fund. These benefits are not funded until the year of payment. Annual payments to retire compensated absences payable will depend on employee turnover and actual employee absences.
- **Other Long-Term Liabilities** – The District offers a number of benefits to its employees, including pensions and OPEB. The details of these various benefit liabilities are discussed elsewhere in these notes. Such benefits are financed primarily by the General Fund and the Internal Service Fund.

District employees participate in two state-wide, cost-sharing, multiple-employer defined benefit pension plans administered by the PERA and the TRA. The following is a summary of the net pension liabilities, deferred outflows and inflows of resources, and pension expense reported for these plans as of and for the year ended June 30, 2023:

Pension Plans	Net Pension Liabilities	Deferred Outflows of Resources	Deferred Inflows of Resources	Pension Expense
PERA	\$ 8,933,798	\$ 3,051,855	\$ 574,967	\$ 1,347,792
TRA	22,525,016	8,315,955	4,203,216	(1,945,821)
Total	\$ 31,458,814	\$ 11,367,810	\$ 4,778,183	\$ (598,029)

**C. Minimum Debt Payments**

Minimum annual principal and interest payments required to retire certificates of participation and lease liabilities are as follows:

Year Ending June 30,	Certificates of Participation		Lease Liabilities	
	Principal	Interest	Principal	Interest
2024	\$ 325,000	\$ 201,625	\$ 578,390	\$ 485,767
2025	330,000	193,500	635,444	443,473
2026	340,000	185,250	621,233	399,228
2027	350,000	175,050	674,728	354,263
2028	360,000	163,675	739,443	304,983
2029–2033	1,985,000	637,025	3,818,715	707,090
2034–2038	2,165,000	269,450	132,447	1,160
2039	460,000	13,800	–	–
	\$ 6,315,000	\$ 1,839,375	\$ 7,200,400	\$ 2,695,964

## NOTE 5 – FUND BALANCES

The following is a breakdown of equity components of governmental funds, which are defined earlier in the report.

### A. Classifications

At June 30, 2023, a summary of the District’s governmental fund balance classifications are as follows:

	<u>General Fund</u>	<u>Food Service Special Revenue Fund</u>	<u>Total</u>
Nonspendable			
Inventory	\$ 485	\$ –	\$ 485
Prepaid items	118,862	–	118,862
Total nonspendable	<u>119,347</u>	<u>–</u>	<u>119,347</u>
Restricted for			
Student activities	3,620	–	3,620
Debt service	46,961	–	46,961
Total restricted	<u>50,581</u>	<u>–</u>	<u>50,581</u>
Assigned			
Subsequent year’s budgeted deficit	575,075	–	575,075
Unassigned	<u>9,334,454</u>	<u>–</u>	<u>9,334,454</u>
Total	<u>\$ 10,079,457</u>	<u>\$ –</u>	<u>\$ 10,079,457</u>

### B. Minimum Unassigned Fund Balance Policy

The School Board has formally adopted a fund balance policy regarding maintaining a minimum unassigned fund balance for the General Fund. The policy states the District will strive to maintain a minimum unassigned General Fund balance of 15.0 percent of the annual budget. At June 30, 2023, the unassigned fund balance of the General Fund was 21.7 percent of fiscal 2023 expenditures.

## **NOTE 6 – DEFINED BENEFIT PENSION PLANS – STATE-WIDE**

### **A. Plan Descriptions**

The District participates in the following cost-sharing, multiple-employer defined benefit pension plans administered by the PERA and the TRA. The PERA's and the TRA's defined benefit pension plans are established and administered in accordance with Minnesota Statutes. The PERA's and the TRA's defined benefit pension plans are tax qualified plans under Section 401(a) of the Internal Revenue Code (IRC).

#### **1. General Employees Retirement Fund (GERF)**

The PERA's defined benefit pension plans are established and administered in accordance with Minnesota Statutes, Chapters 353 and 356.

Certain full-time and part-time employees of the District other than teachers are covered by the GERF. GERF members belong to the Coordinated Plan. Coordinated Plan members are covered by Social Security.

#### **2. Teachers Retirement Association (TRA)**

The TRA administers a Basic Plan (without Social Security coverage) and a Coordinated Plan (with Social Security coverage) in accordance with Minnesota Statutes, Chapters 354 and 356. The TRA is a separate statutory entity, administered by a Board of Trustees. The Board of Trustees consists of four active members, one retired member, and three statutory officials.

Educators employed in Minnesota's public elementary and secondary schools, charter schools, and certain other TRA-covered educational institutions maintained by the state are required to be TRA members (except those employed by St. Paul Public Schools or Minnesota State Colleges and Universities (MnSCU)). Educators first hired by MnSCU may elect either TRA coverage or coverage through the Defined Contribution Plan administered by Minnesota State.

### **B. Benefits Provided**

The PERA and the TRA provide retirement, disability, and death benefits. Benefit provisions are established by state statutes and can only be modified by the State Legislature.

The benefit provisions stated in the following paragraphs of this section are current provisions and apply to active plan participants. Vested, terminated employees who are entitled to benefits, but are not receiving them yet, are bound by the provisions in effect at the time they last terminated their public service.

#### **1. GERF Benefits**

Benefits are based on a member's highest average salary for any five successive years of allowable service, age, and years of credit at termination of service. Two methods are used to compute benefits for the PERA's Coordinated Plan members. Members hired prior to July 1, 1989, receive the higher of Method 1 or Method 2 formulas. Only Method 2 is used for members hired after June 30, 1989. Under Method 1, the accrual rate for Coordinated Plan members is 1.2 percent for each of the first 10 years of service and 1.7 percent for each additional year. Under Method 2, the accrual rate for Coordinated Plan members is 1.7 percent for all years of service. For members hired prior to July 1, 1989, a full annuity is available when age plus years of service equal 90 and normal retirement age is 65. For members hired on or after July 1, 1989, normal retirement age is the age for unreduced Social Security benefits capped at age 66.

**NOTE 6 – DEFINED BENEFIT PENSION PLANS – STATE-WIDE (CONTINUED)**

Benefit increases are provided to benefit recipients each January. The post-retirement increase is equal to 50.0 percent of the cost of living adjustment announced by the Social Security Administration, with a minimum increase of at least 1.0 percent and a maximum of 1.5 percent. Recipients that have been receiving the annuity or benefit for at least a full year as of the June 30 before the effective date of the increase, will receive the full increase. For recipients receiving the annuity or benefit for at least one month, but less than a full year as of the June 30 before the effective date of the increase, will receive a reduced prorated increase. For members retiring on January 1, 2024 or later, the increase will be delayed until normal retirement age (age 65 if hired prior to July 1, 1989, or age 66 for individuals hired on or after July 1, 1989). Members retiring under Rule of 90 are exempt from the delay to normal retirement.

**2. TRA Benefits**

The TRA provides retirement benefits as well as disability benefits to members, and benefits to survivors upon death of eligible members. Benefits are established by Minnesota Statutes and vest after three years of service credit. The defined retirement benefits are based on a member’s highest average salary for any five consecutive years of allowable service, age, and a formula multiplier based on years of credit at termination of service.

Two methods are used to compute benefits for the TRA’s Coordinated and Basic Plan members. Members first employed before July 1, 1989, receive the greater of the Tier I or Tier II benefits as described.

**Tier I Benefits**

<u>Step-Rate Formula</u>	<u>Percentage per Year</u>
<b>Basic Plan</b>	
First 10 years of service	2.2 %
All years after	2.7 %
<b>Coordinated Plan</b>	
First 10 years if service years are up to July 1, 2006	1.2 %
First 10 years if service years are July 1, 2006 or after	1.4 %
All other years of service if service years are up to July 1, 2006	1.7 %
All other years of service if service years are July 1, 2006 or after	1.9 %

With these provisions:

- (a) Normal retirement age is 65 with less than 30 years of allowable service and age 62 with 30 or more years of allowable service.
- (b) Three percent per year early retirement reduction factor for all years under normal retirement age.
- (c) Unreduced benefits for early retirement under a Rule of 90 (age plus allowable service equals 90 or more).

## NOTE 6 – DEFINED BENEFIT PENSION PLANS – STATE-WIDE (CONTINUED)

### Tier II Benefits

For years of service prior to July 1, 2006, a level formula of 1.7 percent per year for Coordinated Plan members and 2.7 percent per year for Basic Plan members applies. For years of service July 1, 2006 and after, a level formula of 1.9 percent per year for Coordinated Plan members and 2.7 percent per year for Basic Plan members applies. Beginning July 1, 2015, the early retirement reduction factors are based on rates established under Minnesota Statutes. Smaller reductions, more favorable to the member, will be applied to individuals who reach age 62 and have 30 years or more of service credit.

Members first employed after June 30, 1989, receive only the Tier II benefit calculation with a normal retirement age that is their retirement age for full Social Security retirement benefits, but not to exceed age 66.

Six different types of annuities are available to members upon retirement. The No Refund Life Plan is a lifetime annuity that ceases upon the death of the retiree—no survivor annuity is payable. A retiring member may also choose to provide survivor benefits to a designated beneficiary(ies) by selecting one of the five plans that have survivorship features. Vested members may also leave their contributions in the TRA Fund upon termination of service in order to qualify for a deferred annuity at retirement age. Any member terminating service is eligible for a refund of their employee contributions plus interest.

The benefit provisions stated apply to active plan participants. Vested, terminated employees who are entitled to benefits, but not yet receiving them, are bound by the plan provisions in effect at the time they last terminated their public service.

### C. Contributions

Minnesota Statutes set the rates for employer and employee contributions. Contribution rates can only be modified by the State Legislature.

#### 1. GERF Contributions

Minnesota Statutes, Chapter 353 sets the rates for employer and employee contributions. Coordinated Plan members were required to contribute 6.5 percent of their annual covered salary in fiscal year 2023 and the District was required to contribute 7.5 percent for Coordinated Plan members. The District's contributions to the GERF for the year ended June 30, 2023, were \$658,405. The District's contributions were equal to the required contributions as set by state statutes.

#### 2. TRA Contributions

Minnesota Statutes, Chapter 354 sets the rates for employer and employee contributions. Rates for each fiscal year were:

	Year Ended June 30,					
	2021		2022		2023	
	Employee	Employer	Employee	Employer	Employee	Employer
<b>Basic Plan</b>	11.00 %	12.13 %	11.00 %	12.34 %	11.00 %	12.55 %
<b>Coordinated Plan</b>	7.50 %	8.13 %	7.50 %	8.34 %	7.50 %	8.55 %

The District's contributions to the TRA for the plan's fiscal year ended June 30, 2023, were \$1,447,755. The District's contributions were equal to the required contributions for each year as set by state statutes.

## NOTE 6 – DEFINED BENEFIT PENSION PLANS – STATE-WIDE (CONTINUED)

The following is a reconciliation of employer contributions in the TRA’s Annual Comprehensive Financial Report Statement of Changes in Fiduciary Net Position to the employer contributions used in the Schedule of Employer and Nonemployer Pension Allocations:

	<i>in thousands</i>
Employer contributions reported in the TRA’s Annual Comprehensive Financial Report Statement of Changes in Fiduciary Net Position	\$ 482,679
Add employer contributions not related to future contribution efforts	(2,178)
Deduct the TRA’s contributions not included in allocation	<u>(572)</u>
Total employer contributions	479,929
Total nonemployer contributions	<u>35,590</u>
Total contributions reported in the Schedule of Employer and Nonemployer Pension Allocations	<u>\$ 515,519</u>

Amounts reported in the allocation schedules may not precisely agree with financial statement amounts or actuarial valuations, due to the number of decimal places used in the allocations. The TRA has rounded percentage amounts to the nearest ten thousandths.

### D. Pension Costs

#### 1. GERF Pension Costs

At June 30, 2023, the District reported a liability of \$8,933,798 for its proportionate share of the General Employees Fund’s net pension liability. The District’s net pension liability reflected a reduction due to the state of Minnesota’s contribution of \$16 million. The state of Minnesota is considered a nonemployer contributing entity and the state’s contribution meets the definition of a special funding situation. The state of Minnesota’s proportionate share of the net pension liability associated with the District totaled \$261,896. The net pension liability was measured as of June 30, 2022, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date. The District’s proportionate share of the net pension liability was based on the District’s contributions received by the PERA during the measurement period for employer payroll paid dates from July 1, 2021 through June 30, 2022, relative to the total employer contributions received from all of the PERA’s participating employers. The District’s proportionate share was 0.1128 percent at the end of the measurement period and 0.1205 percent for the beginning of the period.

District’s proportionate share of the net pension liability	\$ 8,933,798
State’s proportionate share of the net pension liability associated with the District	\$ 261,896

For the year ended June 30, 2023, the District recognized pension expense of \$1,308,659 for its proportionate share of the GERF’s pension expense. In addition, the District recognized an additional \$39,133 as pension expense (and grant revenue) for its proportionate share of the state of Minnesota’s contribution of \$16 million to the GERF.

**NOTE 6 – DEFINED BENEFIT PENSION PLANS – STATE-WIDE (CONTINUED)**

At June 30, 2023, the District reported its proportionate share of the GERF’s deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	<u>Deferred Outflows of Resources</u>	<u>Deferred Inflows of Resources</u>
Differences between expected and actual economic experience	\$ 74,622	\$ 102,312
Changes in actuarial assumptions	2,155,729	40,363
Net collective difference between projected and actual investment earnings	–	41,783
Changes in proportion	163,099	390,509
District’s contributions to the GERF subsequent to the measurement date	<u>658,405</u>	<u>–</u>
Total	<u><u>\$ 3,051,855</u></u>	<u><u>\$ 574,967</u></u>

The \$658,405 reported as deferred outflows of resources related to pensions resulting from district contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ending June 30, 2024. Other amounts reported as deferred outflows and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

<u>Year Ending June 30,</u>	<u>Pension Expense Amount</u>
2024	\$ 789,255
2025	\$ 665,880
2026	\$ (444,580)
2027	\$ 807,928

**2. TRA Pension Costs**

At June 30, 2023, the District reported a liability of \$22,525,016 for its proportionate share of the TRA’s net pension liability. The net pension liability was measured as of June 30, 2022, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date. The District’s proportion of the net pension liability was based on the District’s contributions to the TRA in relation to total system contributions, including direct aid from the state of Minnesota, City of Minneapolis, and Minneapolis School District. The District’s proportionate share was 0.2813 percent at the end of the measurement period and 0.2853 percent for the beginning of the period.

The pension liability amount reflected a reduction due to direct aid provided to the TRA. The amount recognized by the District as its proportionate share of the net pension liability, the direct aid, and total portion of the net pension liability that was associated with the District were as follows:

District’s proportionate share of the net pension liability	\$ 22,525,016
State’s proportionate share of the net pension liability associated with the District	\$ 1,670,646

For the year ended June 30, 2023, the District recognized negative pension expense of \$2,175,540. It also recognized \$229,719 as an increase to pension expense for the support provided by direct aid.

**NOTE 6 – DEFINED BENEFIT PENSION PLANS – STATE-WIDE (CONTINUED)**

At June 30, 2023, the District had deferred resources related to pensions from the following sources:

	<u>Deferred Outflows of Resources</u>	<u>Deferred Inflows of Resources</u>
Differences between expected and actual economic experience	\$ 314,186	\$ 190,396
Changes in actuarial assumptions	3,693,051	3,866,943
Net collective difference between projected and actual investment earnings on pension plan investments	454,290	–
Changes in proportion	2,406,673	145,877
District’s contributions to the TRA subsequent to the measurement date	<u>1,447,755</u>	<u>–</u>
Total	<u>\$ 8,315,955</u>	<u>\$ 4,203,216</u>

A total of \$1,447,755 reported as deferred outflows of resources related to pensions resulting from district contributions to the TRA subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ending June 30, 2024. Other deferred outflows of resources and deferred inflows of resources will be recognized in pension expense as follows:

<u>Year Ending June 30,</u>	<u>Pension Expense Amount</u>
2024	\$ (2,257,733)
2025	\$ 1,144,099
2026	\$ 569,854
2027	\$ 3,188,062
2028	\$ 20,702

**E. Long-Term Expected Return on Investment**

The State Board of Investment, which manages the investments of the PERA and the TRA, prepares an analysis of the reasonableness on a regular basis of the long-term expected rate of return using a building-block method in which best-estimate ranges of expected future rates of return are developed for each major asset class. These ranges are combined to produce an expected long-term rate of return by weighting the expected future rates of return by the target asset allocation percentages.

The target allocation and best-estimates of geometric real rates of return for each major asset class are summarized in the following table:

<u>Asset Class</u>	<u>Target Allocation</u>	<u>Long-Term Expected Real Rate of Return</u>
Domestic equity	33.50 %	5.10 %
International equity	16.50	5.30 %
Private markets	25.00	5.90 %
Fixed income	<u>25.00</u>	0.75 %
Total	<u>100.00 %</u>	

**NOTE 6 – DEFINED BENEFIT PENSION PLANS – STATE-WIDE (CONTINUED)**

**F. Actuarial Methods and Assumptions**

The total pension liability in the June 30, 2022 actuarial valuation was determined using an individual entry-age normal actuarial cost method and the following actuarial assumptions:

Assumptions	GERF	TRA
Inflation	2.25%	2.50%
Wage growth rate		2.85% before July 1, 2028, and 3.25% thereafter
Projected salary increase	3.00%	2.85% to 8.85% before July 1, 2028, and 3.25% to 9.25% thereafter
Investment rate of return	6.50%	7.00%

**1. GERF**

The long-term rate of return on pension plan investments used in the determination of the total liability is 6.50 percent. This assumption is based on a review of inflation and investments return assumptions from a number of national investment consulting firms. The review provided a range of return investment return rates deemed to be reasonable by the actuary. An investment return of 6.50 percent was deemed to be within that range of reasonableness for financial reporting purposes.

Inflation is assumed to be 2.25 percent for the GERF Plan. Benefit increases after retirement are assumed to be 1.25 percent for the GERF Plan.

Salary growth assumptions in the GERF Plan range in annual increments from 10.25 percent after one year of service to 3.00 percent after 27 years of service.

Mortality rates for the GERF Plan are based on the Pub-2010 General Employee Mortality Table. The table is adjusted slightly to fit the PERA’s experience.

Actuarial assumptions for the GERF Plan are reviewed every four years. The most recent four-year experience study for the GERF Plan was completed in 2019. The assumption changes were adopted by the Board and became effective with the July 1, 2020 actuarial valuation.

**2. TRA**

Salary increases were based on a service-related table.

Mortality Assumptions Used in Valuation of Total Pension Liability	
Pre-retirement	RP-2014 White Collar Employee Table, male rates set back five years and female rates set back seven years. Generational projection uses the MP-2015 Scale.
Post-retirement	RP-2014 White Collar Annuitant Table, male and female rates set back three years, with further adjustments of the rates. Generational projection uses the MP-2015 Scale.
Post-disability	RP-2014 Disabled Retiree Mortality Table, without adjustment.

Cost of living benefit increases after retirement for retirees are assumed to be 1.00 percent for January 2019 through January 2023, then increasing by 0.10 percent each year, up to 1.50 percent annually.

Actuarial assumptions for the TRA Plan were based on the results of actuarial experience studies. The most recent experience study in the TRA Plan was completed in 2019, with economic assumptions updated in 2019.

## **NOTE 6 – DEFINED BENEFIT PENSION PLANS – STATE-WIDE (CONTINUED)**

The following changes in actuarial assumptions occurred in 2022:

### **1. GERF**

#### **CHANGES IN ACTUARIAL ASSUMPTIONS**

- The mortality improvement scale was changed from Scale MP-2020 to Scale MP-2021.

### **2. TRA**

#### **CHANGES IN ACTUARIAL ASSUMPTIONS**

- None.

## **G. Discount Rate**

### **1. GERF**

The discount rate used to measure the total pension liability in 2022 was 6.50 percent. The projection of cash flows used to determine the discount rate assumed that contributions from plan members and employers will be made at rates set in Minnesota Statutes. Based on these assumptions, the fiduciary net position of the GERF was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

### **2. TRA**

The discount rate used to measure the total pension liability was 7.00 percent. There was no change in the discount rate since the prior measurement date. The projection of cash flows used to determine the discount rate assumed that employee contributions will be made at the fiscal year 2022 contribution rate, contributions from school districts will be made at contractually required rates (actuarially determined), and contributions from the state will be made at current statutorily required rates. Based on those assumptions, the pension plan's fiduciary net position was not projected to be depleted and, as a result, the Municipal Bond Index Rate was not used in the determination of the Single Equivalent Interest Rate.

## NOTE 6– DEFINED BENEFIT PENSION PLANS – STATE-WIDE (CONTINUED)

### H. Pension Liability Sensitivity

The following table presents the District’s proportionate share of the net pension liability for all plans it participates in, calculated using the discount rate disclosed in the preceding page, as well as what the District’s proportionate share of the net pension liability would be if it were calculated using a discount rate 1 percentage point lower or 1 percentage point higher than the current discount rate:

	<u>1% Decrease in Discount Rate</u>	<u>Current Discount Rate</u>	<u>1% Increase in Discount Rate</u>
GERF discount rate	5.50%	6.50%	7.50%
District’s proportionate share of the GERF net pension liability	\$ 14,111,401	\$ 8,933,798	\$ 4,687,363
TRA discount rate	6.00%	7.00%	8.00%
District’s proportionate share of the TRA net pension liability	\$ 35,509,461	\$ 22,525,016	\$ 11,881,819

### I. Pension Plan Fiduciary Net Position

Detailed information about the plan’s fiduciary net position is available in a separately-issued PERA financial report that includes financial statements and required supplementary information. That report may be obtained on the internet at [www.mnpera.org](http://www.mnpera.org).

Detailed information about the plan’s fiduciary net position is available in a separately-issued TRA financial report. That report can be obtained at [www.minnesotatra.org](http://www.minnesotatra.org), by writing to the TRA at 60 Empire Drive, Suite 400, St. Paul, MN, 55103-4000; or by calling 651-296-2409 or 800-657-3669.

## NOTE 7 – OTHER POST-EMPLOYMENT BENEFITS (OPEB) PLAN

### A. Plan Descriptions

The District provides post-employment healthcare benefits to certain eligible employees through a single-employer defined benefit OPEB Plan administered by the District. All post-employment benefits are based on contractual agreements with employee groups, with benefit eligibility based on years of service and/or minimum age requirements. These contractual agreements do not include any specific contribution or funding requirements. The plan does not issue a separate financial report.

All retirees of the District have the option under state law to continue their medical insurance coverage through the District from the time of retirement until the employee reaches the age of eligibility for Medicare. For members of certain employee groups, the District pays for all or part of the eligible retiree’s premiums for medical and/or dental insurance from the time of retirement until the employee reaches the age of eligibility for Medicare. Benefits paid by the District differ by bargaining unit, with some contracts specifying a certain dollar amount per month, and some covering premium costs as defined within each collective bargaining agreement. Retirees not eligible for these district-paid premium benefits must pay the full district premium rate for their coverage.

**NOTE 7 – OTHER POST-EMPLOYMENT BENEFITS (OPEB) PLAN (CONTINUED)**

The District is legally required to include any retirees for whom it provides health insurance coverage in the same insurance pool as its active employees, whether the premiums are paid by the District or the retiree. Consequently, participating retirees are considered to receive a secondary benefit known as an “implicit rate subsidy.” This benefit relates to the assumption that the retiree is receiving a more favorable premium rate than they would otherwise be able to obtain if purchasing insurance on their own, due to being included in the same pool with the District’s younger and statistically healthier active employees.

**B. Contributions**

The required contribution is based on projected pay-as-you-go financing requirements, with additional amounts to prefund benefits as determined periodically by the District. The District’s contributions in the current year totaled \$32,164 as required on a pay-as-you-go basis to finance the current year benefits as described in the previous section. The District has not established a trust fund to finance these OPEB benefits.

**C. Membership**

Membership in the plan consisted of the following as of the latest actuarial valuation:

Retirees and beneficiaries receiving benefits	2
Active plan members	<u>472</u>
Total members	<u><u>474</u></u>

**D. Total OPEB Liability of the District**

The District’s total OPEB liability of \$1,167,995 at year-end was measured as of July 1, 2022, and was determined by an actuarial valuation with a valuation date of July 1, 2022.

**E. Actuarial Methods and Assumptions**

The total OPEB liability was determined by an actuarial study with a valuation date as of July 1, 2022 and measurement date as of July 1, 2022, using the entry-age method, using the following actuarial assumptions, applied to all periods included in the measurement, unless otherwise specified:

Discount rate	3.80%
20-year municipal bond yield	3.80%
Inflation rate	2.50%
Salary increases	Service graded table
Medical trend rate	6.50% as of July 1, 2022 grading to 5.00% over 6 years, then to 4.00% over the next 48 years
Dental trend rate	4.00%

Since the plan is not funded by an irrevocable trust, the discount rate is equal to the 20-year municipal bond yield.

Mortality rates were based on the Pub-2010 Public Retirement Plans Headcount-Weighted Mortality Tables with MP-2021 Generational Improvement Scale. Economic assumptions are based on input from a variety of published sources of historical and projected future financial data. Each assumption was reviewed for reasonableness with the source information, as well as for consistency with the other economic assumptions.

**NOTE 7 – OTHER POST-EMPLOYMENT BENEFITS (OPEB) PLAN (CONTINUED)**

**F. Changes in the Total OPEB Liability**

	<u>Total OPEB Liability</u>
Beginning balance	\$ 1,427,618
Changes for the year	
Service cost	156,755
Interest	32,631
Assumption changes	(111,524)
Difference between expected and actual experience	(280,523)
Plan changes	4,421
Benefit payments	<u>(61,383)</u>
Total net changes	<u>(259,623)</u>
Ending balance	<u>\$ 1,167,995</u>

**G. Changes in Actuarial Assumptions**

- The healthcare trend rates were changed to better anticipate short-term and long-term medical increases.
- The mortality tables were updated from the Pub-2010 Public Retirement Plans Headcount-Weighted Mortality Tables (General, Teachers) with MP-2019 Generational Improvement Scale to the Pub-2010 Public Retirement Plans Headcount-Weighted Mortality Tables (General, Teachers) with MP-2021 Generational Improvement Scale.
- The salary increase rates for nonteachers were updated to reflect the latest experience study.
- The withdrawal rates were updated to reflect the latest experience study.
- The discount rate was changed from 2.10 percent to 3.80 percent.

**H. Benefit Plan Changes**

- The subsidy for the secondary principal was changed to match the assistant directors/principals.
- The assistant directors'/principals' and secondary principal's eligibility to receive a post-employment medical subsidy was updated to age 55 and 10 years of service (15 if hired after 2004) and hired before July 1, 2022. There is no post-employment medical subsidy for employees hired on or after July 1, 2022.
- The change in benefits for assistant directors/principals at July 1, 2004 was removed. The freeze on increases after retirement no longer applies to employees hired after July 1, 2004.
- A subsidized post-employment medical benefit was added for the communications, innovation, and public relations coordinator and human resources coordinator.

**I. Total OPEB Liability Sensitivity to Discount and Healthcare Cost Trend Rate Changes**

The following presents the total OPEB liability of the District, as well as what the District's total OPEB liability would be if it were calculated using a discount rate that is 1 percentage point lower or 1 percentage point higher than the current discount rate:

	<u>1% Decrease in Discount Rate</u>	<u>Current Discount Rate</u>	<u>1% Increase in Discount Rate</u>
OPEB discount rate	2.80%	3.80%	4.80%
Total OPEB liability	\$ 1,247,207	\$ 1,167,995	\$ 1,092,002

**NOTE 7 – OTHER POST-EMPLOYMENT BENEFITS (OPEB) PLAN (CONTINUED)**

The following presents the total OPEB liability of the District, as well as what the District’s total OPEB liability would be if it were calculated using healthcare cost trend rates that are 1 percentage point lower or 1 percentage point higher than the current healthcare cost trend rates:

	1% Decrease in Healthcare Cost Trend Rates	Healthcare Cost Trend Rates	1% Increase in Healthcare Cost Trend Rates
Medical cost trend rate	5.50% decreasing to 4.00%, then 3.00%	6.50% decreasing to 5.00%, then 4.00%	7.50% decreasing to 6.00%, then 5.00%
Dental trend rate	3.00%	4.00%	5.00%
Total OPEB liability	\$ 1,056,589	\$ 1,167,995	\$ 1,299,945

**J. OPEB Expense and Related Deferred Outflows and Deferred Inflows of Resources**

The District recognized OPEB expense of \$31,296 in the current year, and at year-end reported the following deferred outflows and inflows of resources related to OPEB from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Changes in actuarial assumptions	\$ 30,366	\$ 248,273
Differences between expected and actual economic experience	–	597,095
District’s contributions subsequent to the measurement date	32,164	–
Total	<u>\$ 62,530</u>	<u>\$ 845,368</u>

A total of \$32,164 reported as deferred outflows of resources related to OPEB resulting from district contributions subsequent to the measurement date will be recognized as a reduction of the total OPEB liability in the year ending June 30, 2024.

Other amounts reported as deferred outflows and inflows of resources to the OPEB Plan will be recognized in OPEB expense as follows:

Year Ending June 30,	OPEB Expense
2024	\$ (134,404)
2025	\$ (134,404)
2026	\$ (134,404)
2027	\$ (134,404)
2028	\$ (79,401)
Thereafter	\$ (197,985)

## **NOTE 8 – FLEXIBLE BENEFIT PLAN**

The District offers its employees a flexible benefit plan, a cafeteria plan (the Plan) created in accordance with the IRC § 125. All employee groups of the District are eligible if and when the collective bargaining agreement or contract with their group allows eligibility. Eligible employees can elect to participate by contributing pretax dollars withheld from payroll checks to the Plan for healthcare and dependent care benefits.

Before the beginning of the Plan year, which is from January 1 to December 31, each participant designates a total amount of pretax dollars to be contributed to the Plan during the year. At June 30, the District is contingently liable for claims against the total amount of participants' annual contributions to the medical reimbursement portion of the Plan, whether or not such contributions have been made.

Payments of insurance premiums (health and dental) are made by the District directly to the designated insurance companies. These payments are made on a monthly basis and are accounted for in the General Fund.

Amounts withheld for medical reimbursement and dependent care are held in the District's cash account. Payments are made by a third party administrator to participating employees upon submitting a request for reimbursement of eligible expenses incurred by the employee. The medical reimbursement and dependent care activity are accounted for in the financial statements in the General Fund.

All property of the Plan and income attributable to that property is solely the property of the District, subject to the claims of the District's general creditors. Participants' rights under the Plan are equal to those of general creditors of the District in an amount equal to eligible healthcare and dependent care expenses incurred by the participants. The District believes that it is unlikely that it will use the assets to satisfy the claims of general creditors in the future.

## **NOTE 9 – COMMITMENTS AND CONTINGENCIES**

### **A. Federal and State Revenues**

Amounts received or receivable from federal and state agencies are subject to agency audit and adjustment. Any disallowed claims, including amounts already collected, may constitute a liability of the applicable funds. The amount, if any, of funds which may be disallowed by the agencies cannot be determined at this time although the District expects such amounts, if any, to be immaterial.

### **B. Legal Contingencies**

The District has the usual and customary legal claims pending at year-end, mostly of a minor nature and/or covered by insurance. Although the outcomes of these claims are not presently determinable, the District believes that the resolution of these matters will not have a material effect on its financial position.

## **NOTE 10 – DEFICIT NET POSITION**

The Post-Employment Employee Benefits Internal Service Fund had a deficit net position at June 30, 2023 of \$650,284. This deficit will be funded by future district contributions to this fund.

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REQUIRED SUPPLEMENTARY INFORMATION

INTERMEDIATE SCHOOL DISTRICT NO. 917

Public Employees Retirement Association Pension Benefits Plan  
 Schedule of District's and Nonemployer Proportionate Share of Net Pension Liability  
 Year Ended June 30, 2023

District Fiscal Year-End Date	PERA Fiscal Year-End Date (Measurement Date)	District's Proportion of the Net Pension Liability	District's Proportionate Share of the Net Pension Liability	District's Proportionate Share of the State of Minnesota's Proportionate Share of the Net Pension Liability	Proportionate Share of the Net Pension Liability and the District's Share of the State of Minnesota's Share of the Net Pension Liability	District's Covered Payroll	District's Proportionate Share of the Net Pension Liability as a Percentage of Covered Payroll	Plan Fiduciary Net Position as a Percentage of the Total Pension Liability
06/30/2015	06/30/2014	0.0973%	\$ 4,570,667	\$ -	\$ 4,570,667	\$ 5,105,448	89.53%	78.70%
06/30/2016	06/30/2015	0.0956%	\$ 4,954,489	\$ -	\$ 4,954,489	\$ 5,613,356	88.26%	78.20%
06/30/2017	06/30/2016	0.0970%	\$ 7,875,919	\$ 102,897	\$ 7,978,816	\$ 6,015,751	130.92%	68.90%
06/30/2018	06/30/2017	0.0970%	\$ 6,192,416	\$ 77,892	\$ 6,270,308	\$ 6,251,084	99.06%	75.90%
06/30/2019	06/30/2018	0.1052%	\$ 5,836,065	\$ 191,344	\$ 6,027,409	\$ 7,070,948	82.54%	79.50%
06/30/2020	06/30/2019	0.1135%	\$ 6,275,161	\$ 194,992	\$ 6,470,153	\$ 8,036,142	78.09%	80.20%
06/30/2021	06/30/2020	0.1253%	\$ 7,512,308	\$ 231,538	\$ 7,743,846	\$ 8,933,431	84.09%	79.10%
06/30/2022	06/30/2021	0.1205%	\$ 5,145,891	\$ 157,170	\$ 5,303,061	\$ 8,676,826	59.31%	87.00%
06/30/2023	06/30/2022	0.1128%	\$ 8,933,798	\$ 261,896	\$ 9,195,694	\$ 8,447,806	105.75%	76.70%

Public Employees Retirement Association Pension Benefits Plan  
 Schedule of District Contributions  
 Year Ended June 30, 2023

District Fiscal Year-End Date	Statutorily Required Contributions	Contributions in Relation to the Statutorily Required Contributions	Contribution Deficiency (Excess)	Covered Payroll	Contributions as a Percentage of Covered Payroll
06/30/2015	\$ 414,341	\$ 414,341	\$ -	\$ 5,613,356	7.38%
06/30/2016	\$ 451,532	\$ 451,532	\$ -	\$ 6,015,751	7.51%
06/30/2017	\$ 469,399	\$ 469,399	\$ -	\$ 6,251,084	7.51%
06/30/2018	\$ 530,998	\$ 530,998	\$ -	\$ 7,070,948	7.51%
06/30/2019	\$ 603,172	\$ 603,172	\$ -	\$ 8,036,142	7.51%
06/30/2020	\$ 670,963	\$ 670,963	\$ -	\$ 8,933,431	7.51%
06/30/2021	\$ 650,759	\$ 650,759	\$ -	\$ 8,676,826	7.50%
06/30/2022	\$ 633,584	\$ 633,584	\$ -	\$ 8,447,806	7.50%
06/30/2023	\$ 658,405	\$ 658,405	\$ -	\$ 8,778,757	7.50%

Note: The District implemented GASB Statement No. 68 in fiscal 2015 (using a June 30, 2014 measurement date). This schedule is intended to present 10-year trend information. Additional years will be added as they become available.

INTERMEDIATE SCHOOL DISTRICT NO. 917

Teachers Retirement Association Pension Benefits Plan  
 Schedule of District's and Nonemployer Proportionate Share of Net Pension Liability  
 Year Ended June 30, 2023

District Fiscal Year-End Date	TRA Fiscal Year-End Date (Measurement Date)	District's Proportion of the Net Pension Liability	District's Proportionate Share of the Net Pension Liability	District's Proportionate Share of the State of Minnesota's Proportionate Share of the Net Pension Liability	Proportionate Share of the Net Pension Liability and the District's Share of the State of Minnesota's Share of the Net Pension Liability	District's Covered Payroll	District's Proportionate Share of the Net Pension Liability as a Percentage of Covered Payroll	Plan Fiduciary Net Position as a Percentage of the Total Pension Liability
06/30/2015	06/30/2014	0.2029%	\$ 9,349,486	\$ 657,803	\$ 10,007,289	\$ 9,262,291	100.94%	81.50%
06/30/2016	06/30/2015	0.1954%	\$ 12,087,423	\$ 1,482,856	\$ 13,570,279	\$ 9,915,820	121.90%	76.80%
06/30/2017	06/30/2016	0.2064%	\$ 49,231,325	\$ 4,941,167	\$ 54,172,492	\$ 10,745,627	458.15%	44.88%
06/30/2018	06/30/2017	0.2149%	\$ 42,897,938	\$ 4,147,269	\$ 47,045,207	\$ 11,700,275	366.64%	51.57%
06/30/2019	06/30/2018	0.2282%	\$ 14,333,096	\$ 1,346,422	\$ 15,679,518	\$ 12,766,959	112.27%	78.07%
06/30/2020	06/30/2019	0.2487%	\$ 15,852,190	\$ 1,402,823	\$ 17,255,013	\$ 14,116,834	112.29%	78.21%
06/30/2021	06/30/2020	0.2641%	\$ 19,512,062	\$ 1,634,982	\$ 21,147,044	\$ 15,346,868	127.14%	75.48%
06/30/2022	06/30/2021	0.2853%	\$ 12,485,581	\$ 1,053,149	\$ 13,538,730	\$ 17,075,599	73.12%	86.63%
06/30/2023	06/30/2022	0.2813%	\$ 22,525,016	\$ 1,670,646	\$ 24,195,662	\$ 17,379,438	129.61%	76.17%

Teachers Retirement Association Pension Benefits Plan  
 Schedule of District Contributions  
 Year Ended June 30, 2023

District Fiscal Year-End Date	Statutorily Required Contributions	Contributions in Relation to the Statutorily Required Contributions	Contribution Deficiency (Excess)	Covered Payroll	Contributions as a Percentage of Covered Payroll
06/30/2015	\$ 743,688	\$ 743,688	\$ -	\$ 9,915,820	7.50%
06/30/2016	\$ 805,427	\$ 805,427	\$ -	\$ 10,745,627	7.50%
06/30/2017	\$ 867,629	\$ 867,629	\$ -	\$ 11,700,275	7.42%
06/30/2018	\$ 955,252	\$ 955,252	\$ -	\$ 12,766,959	7.48%
06/30/2019	\$ 1,088,409	\$ 1,088,409	\$ -	\$ 14,116,834	7.71%
06/30/2020	\$ 1,215,570	\$ 1,215,570	\$ -	\$ 15,346,868	7.92%
06/30/2021	\$ 1,388,246	\$ 1,388,246	\$ -	\$ 17,075,599	8.13%
06/30/2022	\$ 1,449,585	\$ 1,449,585	\$ -	\$ 17,379,438	8.34%
06/30/2023	\$ 1,447,755	\$ 1,447,755	\$ -	\$ 16,933,793	8.55%

Note: The District implemented GASB Statement No. 68 in fiscal 2015 (using a June 30, 2014 measurement date). This schedule is intended to present 10-year trend information. Additional years will be added as they become available.

INDEPENDENT SCHOOL DISTRICT NO. 917

Other Post-Employment Benefits Plan  
 Schedule of Changes in the District's Total  
 OPEB Liability and Related Ratios  
 Year Ended June 30, 2023

	Year Ended June 30,					
	2018	2019	2020	2021	2022	2023
Total OPEB liability						
Service cost	\$ 172,192	\$ 164,578	\$ 179,538	\$ 203,250	\$ 217,343	\$ 156,755
Interest	50,548	56,111	46,781	48,158	33,945	32,631
Assumption changes	–	1,687	27,367	(221,855)	18,536	(111,524)
Plan changes	–	–	–	72,879	–	4,421
Difference between expected and actual experience	–	(496,737)	–	(185,782)	–	(280,523)
Benefit payments	(53,728)	(49,298)	(59,430)	(61,583)	(78,048)	(61,383)
Net change in total OPEB liability	169,012	(323,659)	194,256	(144,933)	191,776	(259,623)
Total OPEB liability – beginning of year	1,341,166	1,510,178	1,186,519	1,380,775	1,235,842	1,427,618
Total OPEB liability – end of year	<u>\$ 1,510,178</u>	<u>\$ 1,186,519</u>	<u>\$ 1,380,775</u>	<u>\$ 1,235,842</u>	<u>\$ 1,427,618</u>	<u>\$ 1,167,995</u>
Covered-employee payroll	<u>\$ 17,301,959</u>	<u>\$ 21,687,037</u>	<u>\$ 22,337,648</u>	<u>\$ 26,723,569</u>	<u>\$ 27,525,276</u>	<u>\$ 24,945,523</u>
Total OPEB liability as a percentage of covered-employee payroll	<u>8.73%</u>	<u>5.47%</u>	<u>6.18%</u>	<u>4.62%</u>	<u>5.19%</u>	<u>4.68%</u>

Note 1: The District has not established a trust fund to finance GASB Statement No. 75.

Note 2: The District implemented GASB Statement No. 75 for the year ended June 30, 2018. The schedules within the RSI section require a 10-year presentation. Additional years will be presented as they become available.

INDEPENDENT SCHOOL DISTRICT NO. 917

Notes to Required Supplementary Information  
June 30, 2023

**PERA – GENERAL EMPLOYEES RETIREMENT FUND**

**2022 CHANGES IN ACTUARIAL ASSUMPTIONS**

- The mortality improvement scale was changed from Scale MP-2020 to Scale MP-2021.

**2021 CHANGES IN ACTUARIAL ASSUMPTIONS**

- The investment return and single discount rates were changed from 7.50 percent to 6.50 percent, for financial reporting purposes.
- The mortality improvement scale was changed from Scale MP-2019 to Scale MP-2020.

**2020 CHANGES IN PLAN PROVISIONS**

- Augmentation for current privatized members was reduced to 2.00 percent for the period July 1, 2020 through December 31, 2023, and zero percent thereafter. Augmentation was eliminated for privatizations occurring after June 30, 2020.

**2020 CHANGES IN ACTUARIAL ASSUMPTIONS**

- The price inflation assumption was decreased from 2.50 percent to 2.25 percent.
- The payroll growth assumption was decreased from 3.25 percent to 3.00 percent.
- Assumed salary increase rates were changed as recommended in the June 30, 2019 experience study. The net effect is assumed rates that average 0.25 percent less than previous rates.
- Assumed rates of retirement were changed as recommended in the June 30, 2019 experience study. The changes result in more unreduced (normal) retirements and slightly fewer Rule of 90 and early retirements.
- Assumed rates of termination were changed as recommended in the June 30, 2019 experience study. The new rates are based on service and are generally lower than the previous rates for years two through five, and slightly higher thereafter.
- Assumed rates of disability were changed as recommended in the June 30, 2019 experience study. The change results in fewer predicted disability retirements for males and females.
- The base mortality table for healthy annuitants and employees was changed from the RP-2014 Table to the Pub-2010 General Mortality Table, with adjustments. The base mortality table for disabled annuitants was changed from the RP-2014 Disabled Annuitant Mortality Table to the Pub-2010 General/Teacher Disabled Annuitant Mortality Table, with adjustments.
- The mortality improvement scale was changed from MP-2018 to MP-2019.
- The assumed spouse age difference was changed from two years older for females to one year older.
- The assumed number of married male new retirees electing the 100.00 percent joint and survivor option changed from 35.00 percent to 45.00 percent. The assumed number of married female new retirees electing the 100.00 percent joint and survivor option changed from 15.00 percent to 30.00 percent. The corresponding number of married new retirees electing the life annuity option was adjusted accordingly.

INDEPENDENT SCHOOL DISTRICT NO. 917

Notes to Required Supplementary Information (continued)  
June 30, 2023

**PERA – GENERAL EMPLOYEES RETIREMENT FUND (CONTINUED)**

**2019 CHANGES IN PLAN PROVISIONS**

- The employer supplemental contribution was changed prospectively, decreasing from \$31.0 million to \$21.0 million per year. The state's special funding contribution was changed prospectively, requiring \$16.0 million due per year through 2031.

**2019 CHANGES IN ACTUARIAL ASSUMPTIONS**

- The mortality projection scale was changed from MP-2017 to MP-2018.

**2018 CHANGES IN PLAN PROVISIONS**

- The augmentation adjustment in early retirement factors is eliminated over a five-year period starting July 1, 2019, resulting in actuarial equivalence after June 30, 2024.
- Interest credited on member contributions decreased from 4.00 percent to 3.00 percent, beginning July 1, 2018.
- Deferred augmentation was changed to zero percent, effective January 1, 2019. Augmentation that has already accrued for deferred members will still apply.
- Contribution stabilizer provisions were repealed.
- Post-retirement benefit increases were changed from 1.00 percent per year, with a provision to increase to 2.50 percent upon attainment of 90.00 percent funding ratio, to 50.00 percent of the Social Security Cost of Living Adjustment, not less than 1.00 percent and not more than 1.50 percent, beginning January 1, 2019.
- For retirements on or after January 1, 2024, the first benefit increase is delayed until the retiree reaches normal retirement age. Does not apply to Rule of 90 retirees, disability benefit recipients, or survivors.
- Actuarial equivalent factors were updated to reflect revised mortality and interest assumptions.

**2018 CHANGES IN ACTUARIAL ASSUMPTIONS**

- The mortality projection scale was changed from MP-2015 to MP-2017.
- The assumed benefit increase was changed from 1.00 percent per year through 2044, and 2.50 percent per year thereafter, to 1.25 percent per year.

INDEPENDENT SCHOOL DISTRICT NO. 917

Notes to Required Supplementary Information (continued)  
June 30, 2023

**PERA – GENERAL EMPLOYEES RETIREMENT FUND (CONTINUED)**

**2017 CHANGES IN PLAN PROVISIONS**

- The state's contribution for the Minneapolis Employees Retirement Fund equals \$16.0 million in 2017 and 2018, and \$6.0 million thereafter.
- The Employer Supplemental Contribution for the Minneapolis Employees Retirement Fund changed from \$21.0 million to \$31.0 million in calendar years 2019 to 2031. The state's contribution changed from \$16.0 million to \$6.0 million in calendar years 2019 to 2031.

**2017 CHANGES IN ACTUARIAL ASSUMPTIONS**

- The Combined Service Annuity (CSA) loads were changed from 0.80 percent for active members and 60.00 percent for vested and nonvested deferred members. The revised CSA loads are now zero percent for active member liability, 15.00 percent for vested deferred member liability, and 3.00 percent for nonvested deferred member liability.
- The assumed post-retirement benefit increase rate was changed from 1.00 percent per year for all years, to 1.00 percent per year through 2044, and 2.50 percent per year thereafter.

**2016 CHANGES IN ACTUARIAL ASSUMPTIONS**

- The assumed post-retirement benefit increase rate was changed from 1.00 percent per year through 2035, and 2.50 percent per year thereafter, to 1.00 percent per year for all years.
- The assumed investment return was changed from 7.90 percent to 7.50 percent. The single discount rate was changed from 7.90 percent to 7.50 percent.
- Other assumptions were changed pursuant to the experience study dated June 30, 2015. The assumed future salary increases, payroll growth, and inflation were decreased by 0.25 percent to 3.25 percent for payroll growth, and 2.50 percent for inflation.

**2015 CHANGES IN PLAN PROVISIONS**

- On January 1, 2015, the Minneapolis Employees Retirement Fund was merged into the General Employees Retirement Fund, which increased the total pension liability by \$1.1 billion and increased the fiduciary plan net position by \$892.0 million. Upon consolidation, state and employer contributions were revised; the state's contribution of \$6.0 million, which meets the special funding situation definition, was due September 2015.

**2015 CHANGES IN ACTUARIAL ASSUMPTIONS**

- The assumed post-retirement benefit increase rate was changed from 1.00 percent per year through 2030, and 2.50 percent per year thereafter, to 1.00 percent per year through 2035, and 2.50 percent per year thereafter.

INDEPENDENT SCHOOL DISTRICT NO. 917

Notes to Required Supplementary Information (continued)  
June 30, 2023

**TEACHERS RETIREMENT ASSOCIATION (TRA)**

**2021 CHANGES IN ACTUARIAL ASSUMPTIONS**

- The investment return assumption was changed from 7.50 percent to 7.00 percent.

**2018 CHANGES IN PLAN PROVISIONS**

- The cost-of-living adjustment (COLA) was reduced from 2.00 percent each January 1 to 1.00 percent, effective January 1, 2019. Beginning January 1, 2024, the COLA will increase 0.10 percent each year until reaching the ultimate rate of 1.50 percent on January 1, 2028.
- Beginning July 1, 2024, eligibility for the first COLA changes to normal retirement age (age 65 to 66, depending on date of birth). However, members who retire under Rule of 90 and members who are at least age 62 with 30 years of service credit, are exempt.
- The COLA trigger provision, which would have increased the COLA to 2.50 percent if the funded ratio was at least 90.00 percent for two consecutive years, was eliminated.
- Augmentation in the early retirement reduction factors is phased out over a five-year period beginning July 1, 2019 and ending June 30, 2024 (this reduces early retirement benefits). Members who retire and are at least age 62 with 30 years of service are exempt.
- Augmentation on deferred benefits will be reduced to zero percent beginning July 1, 2019. Interest payable on refunds to members was reduced from 4.00 percent to 3.00 percent, effective July 1, 2018. Interest due on payments and purchases from members, employers is reduced from 8.50 percent to 7.50 percent, effective July 1, 2018.
- The employer contribution rate is increased each July 1 over the next six years, (7.71 percent in 2018, 7.92 percent in 2019, 8.13 percent in 2020, 8.34 percent in 2021, 8.55 percent in 2022, and 8.75 percent in 2023). In addition, the employee contribution rate will increase from 7.50 percent to 7.75 percent on July 1, 2023. The state provides funding for the higher employer contribution rate through an adjustment in the school aid formula.

**2018 CHANGES IN ACTUARIAL ASSUMPTIONS**

- The investment return assumption was changed from 8.50 percent to 7.50 percent.
- The single discount rate changed from 5.12 percent to 7.50 percent.

INDEPENDENT SCHOOL DISTRICT NO. 917

Notes to Required Supplementary Information (continued)  
June 30, 2023

**TEACHERS RETIREMENT ASSOCIATION (TRA) (CONTINUED)**

**2017 CHANGES IN ACTUARIAL ASSUMPTIONS**

- The COLA was assumed to increase from 2.00 percent annually to 2.50 percent annually on July 1, 2045.
- The COLA was not assumed to increase to 2.50 percent, but remain at 2.00 percent for all future years.
- Adjustments were made to the CSA loads. The active load was reduced from 1.40 percent to zero percent, the vested inactive load increased from 4.00 percent to 7.00 percent, and the nonvested inactive load increased from 4.00 percent to 9.00 percent.
- The investment return assumption was changed from 8.00 percent to 7.50 percent.
- The price inflation assumption was lowered from 2.75 percent to 2.50 percent.
- The payroll growth assumption was lowered from 3.50 percent to 3.00 percent.
- The general wage growth assumption was lowered from 3.50 percent to 2.85 percent for 10 years, followed by 3.25 percent thereafter.
- The salary increase assumption was adjusted to reflect the changes in the general wage growth assumption.
- The single discount rate changed from 4.66 percent to 5.12 percent.

**2016 CHANGES IN ACTUARIAL ASSUMPTIONS**

- The single discount rate was changed from 8.00 percent to 4.66 percent.

**2015 CHANGES IN PLAN PROVISIONS**

- The Duluth Teachers Retirement Fund Association was merged into the TRA on June 30, 2015.

**2015 CHANGES IN ACTUARIAL ASSUMPTIONS**

- The annual COLA for the June 30, 2015 valuation assumed 2.00 percent. The prior year valuation used 2.00 percent, with an increase to 2.50 percent commencing in 2034.
- The discount rate used to measure the total pension liability was 8.00 percent. This is a decrease from the discount rate at the prior measurement date of 8.25 percent.

INDEPENDENT SCHOOL DISTRICT NO. 917

Notes to Required Supplementary Information (continued)  
June 30, 2023

**OTHER POST-EMPLOYMENT BENEFITS PLAN**

**2022 CHANGES IN ACTUARIAL ASSUMPTIONS**

- The healthcare trend rates were changed to better anticipate short-term and long-term medical increases.
- The mortality tables were updated from the Pub-2010 Public Retirement Plans Headcount-Weighted Mortality Tables (General, Teachers) with MP-2019 Generational Improvement Scale to the Pub-2010 Public Retirement Plans Headcount-Weighted Mortality Tables (General, Teachers) with MP-2021 Generational Improvement Scale.
- The salary increase rates for nonteachers were updated to reflect the latest experience study.
- The withdrawal rates were updated to reflect the latest experience study.
- The discount rate was changed from 2.10 percent to 3.80 percent.

**2022 CHANGES IN PLAN PROVISIONS**

- The subsidy for the secondary principal was changed to match the assistant directors/principals.
- The assistant directors'/principals' and secondary principal's eligibility to receive a post-employment medical subsidy was updated to age 55 and 10 years of service (15 if hired after 2004) and hired before July 1, 2022. There is no post-employment medical subsidy for employees hired on or after July 1, 2022.
- The change in benefits for assistant directors/principals at July 1, 2004 was removed. The freeze on increases after retirement no longer applies to employees hired after July 1, 2004.
- A subsidized post-employment medical benefit was added for the communications, innovation, and public relations coordinator and human resources coordinator.

**2021 CHANGES IN ACTUARIAL ASSUMPTIONS**

- The discount rate was changed from 2.40 percent to 2.10 percent.

**2020 CHANGES IN PLAN PROVISIONS**

- The teachers' post-employment lump sum benefit payable to a Healthcare Savings Plan was increased from \$5,500 to \$7,500.

**2020 CHANGES IN ACTUARIAL ASSUMPTIONS**

- The mortality tables, healthcare trend rates, salary increase rates, and retiree plan participation percentages for future retirees who are not eligible to receive subsidized benefits were updated.
- The discount rate was changed from 3.10 percent to 2.40 percent.

**2019 CHANGES IN ACTUARIAL ASSUMPTIONS**

- The discount rate was changed from 3.50 percent to 3.10 percent.

INDEPENDENT SCHOOL DISTRICT NO. 917

Notes to Required Supplementary Information (continued)  
June 30, 2023

**OTHER POST-EMPLOYMENT BENEFITS PLAN (CONTINUED)**

**2018 CHANGES IN ACTUARIAL ASSUMPTIONS**

- The healthcare trend rates were changed to better anticipate short-term and long-term medical increases.
- The mortality tables were updated from the RP-2014 White Collar Mortality Tables with MP-2015 Generational Improvement Scale, to the RP-2014 White Collar Mortality Tables with MP-2017 Generational Improvement Scale.
- The discount rate was changed from 3.40 percent to 3.50 percent.

**2017 CHANGES IN ACTUARIAL ASSUMPTIONS**

- The discount rate was changed from 3.00 percent to 3.40 percent.

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SUPPLEMENTARY INFORMATION

INTERMEDIATE SCHOOL DISTRICT NO. 917

General Fund  
Comparative Balance Sheet  
as of June 30, 2023 and 2022

	<u>2023</u>	<u>2022</u>
<b>Assets</b>		
Cash and temporary investments	\$ 5,486,020	\$ 6,489,423
Cash and investments held by trustee	46,961	44,393
Receivables		
Accounts and interest	5,891	16,020
Due from other school districts	2,828,572	3,365,390
Due from Minnesota Department of Education	5,804,786	3,952,006
Due from other governmental units	1,633	30,405
Inventory	485	289
Prepaid items	<u>118,862</u>	<u>123,080</u>
Total assets	<u>\$ 14,293,210</u>	<u>\$ 14,021,006</u>
<b>Liabilities</b>		
Salaries and compensated absences payable	\$ 3,038,756	\$ 3,057,305
Accounts and contracts payable	95,462	86,295
Due to other school districts	575,808	476,221
Due to other governmental units	459,793	167,903
Unearned revenue	<u>43,934</u>	<u>30,834</u>
Total liabilities	4,213,753	3,818,558
<b>Fund balances</b>		
Nonspendable for inventory	485	289
Nonspendable for prepaid items	118,862	123,080
Restricted for student activities	3,620	6,180
Restricted for debt service	46,961	44,393
Assigned for subsequent year's budgeted deficit	575,075	708,921
Unassigned	<u>9,334,454</u>	<u>9,319,585</u>
Total fund balances	<u>10,079,457</u>	<u>10,202,448</u>
Total liabilities and fund balances	<u>\$ 14,293,210</u>	<u>\$ 14,021,006</u>

INTERMEDIATE SCHOOL DISTRICT NO. 917

General Fund  
 Schedule of Revenue, Expenditures, and Changes in Fund Balances  
 Budget and Actual  
 Year Ended June 30, 2023  
 (With Comparative Actual Amounts for the Year Ended June 30, 2022)

	2023		Over (Under) Budget	2022
	Budget	Actual		Actual
Revenue				
Local sources				
Tuition	\$ 9,988,710	\$ 9,588,150	\$ (400,560)	\$ 10,171,961
Investment earnings	144,750	236,323	91,573	8,698
Other	513,025	589,836	76,811	585,810
State sources	33,573,245	30,751,039	(2,822,206)	31,446,564
Federal sources	2,270,112	1,748,203	(521,909)	307,146
Total revenue	<u>46,489,842</u>	<u>42,913,551</u>	<u>(3,576,291)</u>	<u>42,520,179</u>
Expenditures				
Current				
Administrative and support services	429,506	320,394	(109,112)	38,645
Secondary vocational/DCALS	4,135,105	3,847,059	(288,046)	3,986,286
Special education programs	40,838,333	37,297,578	(3,540,755)	37,049,245
Debt service				
Principal	858,347	858,347	-	852,238
Interest and fiscal charges	739,781	734,535	(5,246)	728,858
Total expenditures	<u>47,001,072</u>	<u>43,057,913</u>	<u>(3,943,159)</u>	<u>42,655,272</u>
Excess (deficiency) of revenue over expenditures	(511,230)	(144,362)	366,868	(135,093)
Other financing sources (uses)				
Sale of capital assets	-	26,465	26,465	495
Transfers out	-	(5,094)	(5,094)	-
Total financing sources (uses)	<u>-</u>	<u>21,371</u>	<u>21,371</u>	<u>495</u>
Net change in fund balances	<u>\$ (511,230)</u>	<u>(122,991)</u>	<u>\$ 388,239</u>	<u>(134,598)</u>
Fund balances				
Beginning of year		<u>10,202,448</u>		<u>10,337,046</u>
End of year		<u>\$ 10,079,457</u>		<u>\$ 10,202,448</u>

INTERMEDIATE SCHOOL DISTRICT NO. 917

General Fund  
Combining Balance Sheet by Account  
as of June 30, 2023

	Secondary Education	Special Education	Services Allocation
<b>Assets</b>			
Cash and temporary investments (deficit)	\$ 5,632,526	\$ (45,765)	\$ (108,916)
Cash and investments held by trustee	-	-	-
Receivables			
Accounts and interest	1,101	4,247	540
Due from other school districts	1,273,009	1,427,698	127,865
Due from Minnesota Department of Education	207,774	5,592,964	4,048
Due from other governmental units	-	1,483	-
Inventory	-	-	-
Prepaid items	9,569	103,282	6,011
<b>Total assets</b>	<b>\$ 7,123,979</b>	<b>\$ 7,083,909</b>	<b>\$ 29,548</b>
<b>Liabilities</b>			
Salaries and compensated absences payable	\$ 3,038,756	\$ -	\$ -
Accounts and contracts payable	2,918	82,473	8,200
Due to other school districts	153,203	422,605	-
Due to other governmental units	321,761	137,919	38
Unearned revenue	-	22,624	21,310
<b>Total liabilities</b>	<b>3,516,638</b>	<b>665,621</b>	<b>29,548</b>
<b>Fund balances (deficit)</b>			
Nonspendable for inventory	-	-	-
Nonspendable for prepaid items	9,569	103,282	6,011
Restricted for student activities	-	-	-
Restricted for debt service	-	-	-
Assigned for subsequent year's budgeted deficit	-	563,475	-
Unassigned	3,597,772	5,751,531	(6,011)
<b>Total fund balances</b>	<b>3,607,341</b>	<b>6,418,288</b>	<b>-</b>
<b>Total liabilities and fund balances</b>	<b>\$ 7,123,979</b>	<b>\$ 7,083,909</b>	<b>\$ 29,548</b>

<u>District Support Services</u>	<u>Capital Expenditure</u>	<u>Secondary Resale</u>	<u>Special Education Resale</u>	<u>Student Activities</u>	<u>Total</u>
\$ -	\$ (34,064)	\$ 21,813	\$ 14,485	\$ 5,941	\$ 5,486,020
-	46,961	-	-	-	46,961
-	-	-	-	3	5,891
-	-	-	-	-	2,828,572
-	-	-	-	-	5,804,786
-	-	-	150	-	1,633
-	-	-	485	-	485
-	-	-	-	-	118,862
<u>\$ -</u>	<u>\$ 12,897</u>	<u>\$ 21,813</u>	<u>\$ 15,120</u>	<u>\$ 5,944</u>	<u>\$ 14,293,210</u>
\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,038,756
-	1,500	42	105	224	95,462
-	-	-	-	-	575,808
-	-	19	56	-	459,793
-	-	-	-	-	43,934
-	1,500	61	161	224	4,213,753
-	-	-	485	-	485
-	-	-	-	-	118,862
-	-	-	-	3,620	3,620
-	46,961	-	-	-	46,961
-	-	9,500	-	2,100	575,075
-	(35,564)	12,252	14,474	-	9,334,454
-	11,397	21,752	14,959	5,720	10,079,457
<u>\$ -</u>	<u>\$ 12,897</u>	<u>\$ 21,813</u>	<u>\$ 15,120</u>	<u>\$ 5,944</u>	<u>\$ 14,293,210</u>

INTERMEDIATE SCHOOL DISTRICT NO. 917

General Fund

Combining Schedule of Revenue, Expenditures, and Changes in Fund Balances by Account  
Year Ended June 30, 2023

	Secondary Education	Special Education	Services Allocation
<b>Revenue</b>			
Local sources			
Tuition	\$ 2,747,280	\$ 6,316,370	\$ -
Investment earnings	91,044	135,811	-
Other	2,560	568,030	5,472
State sources	374,528	30,348,646	27,865
Federal sources	445,370	1,029,461	273,372
Total revenue	<u>3,660,782</u>	<u>38,398,318</u>	<u>306,709</u>
<b>Expenditures</b>			
Current			
Administrative and support services	-	-	319,723
Secondary vocational/DCALS	3,834,515	-	-
Special education programs	-	37,292,412	-
Debt service			
Principal	2,264	541,083	-
Interest and fiscal charges	101	524,934	-
Total expenditures	<u>3,836,880</u>	<u>38,358,429</u>	<u>319,723</u>
Excess (deficiency) of revenue over expenditures	(176,098)	39,889	(13,014)
<b>Other financing sources (uses)</b>			
Sale of capital assets	6,900	19,565	-
Transfers out	-	(5,094)	-
Total other financing sources (uses)	<u>6,900</u>	<u>14,471</u>	<u>-</u>
Net change in fund balances	(169,198)	54,360	(13,014)
<b>Fund balances</b>			
Beginning of year	<u>3,776,539</u>	<u>6,363,928</u>	<u>13,014</u>
End of year	<u>\$ 3,607,341</u>	<u>\$ 6,418,288</u>	<u>\$ -</u>

<u>District Support Services</u>	<u>Capital Expenditure</u>	<u>Secondary Resale</u>	<u>Special Education Resale</u>	<u>Student Activities</u>	<u>Total</u>
\$ -	\$ 524,500	\$ -	\$ -	\$ -	\$ 9,588,150
-	9,468	-	-	-	236,323
-	-	2,219	9,871	1,684	589,836
-	-	-	-	-	30,751,039
-	-	-	-	-	1,748,203
-	<u>533,968</u>	<u>2,219</u>	<u>9,871</u>	<u>1,684</u>	<u>42,913,551</u>
671	-	-	-	-	320,394
-	5,400	5,000	-	2,144	3,847,059
-	-	-	5,166	-	37,297,578
-	315,000	-	-	-	858,347
-	209,500	-	-	-	734,535
<u>671</u>	<u>529,900</u>	<u>5,000</u>	<u>5,166</u>	<u>2,144</u>	<u>43,057,913</u>
(671)	4,068	(2,781)	4,705	(460)	(144,362)
-	-	-	-	-	26,465
-	-	-	-	-	(5,094)
-	-	-	-	-	21,371
(671)	4,068	(2,781)	4,705	(460)	(122,991)
<u>671</u>	<u>7,329</u>	<u>24,533</u>	<u>10,254</u>	<u>6,180</u>	<u>10,202,448</u>
<u>\$ -</u>	<u>\$ 11,397</u>	<u>\$ 21,752</u>	<u>\$ 14,959</u>	<u>\$ 5,720</u>	<u>\$ 10,079,457</u>

INTERMEDIATE SCHOOL DISTRICT NO. 917

General Fund – Secondary Education Account  
 Schedule of Revenue, Expenditures, and Changes in Fund Balances  
 Budget and Actual

Year Ended June 30, 2023

(With Comparative Actual Amounts for the Year Ended June 30, 2022)

	2023		Over (Under) Budget	2022
	Budget	Actual		Actual
Revenue				
Local sources				
Tuition	\$ 3,080,478	\$ 2,747,280	\$ (333,198)	\$ 3,490,172
Investment earnings	62,500	91,044	28,544	3,815
Other	750	2,560	1,810	2,568
State sources	445,620	374,528	(71,092)	532,838
Federal sources	593,843	445,370	(148,473)	157,368
Total revenue	<u>4,183,191</u>	<u>3,660,782</u>	<u>(522,409)</u>	<u>4,186,761</u>
Expenditures				
Current				
Secondary vocational/DCALS				
Salaries	2,302,950	2,133,600	(169,350)	2,329,508
Employee benefits	785,107	766,749	(18,358)	860,284
Purchased services	663,912	603,824	(60,088)	487,116
Supplies and materials	107,430	94,763	(12,667)	75,582
Other expenditures	19,161	17,696	(1,465)	21,471
Capital expenditures	35,779	22,686	(13,093)	4,163
Allocated overhead	195,166	195,197	31	188,628
Debt service				
Principal	2,264	2,264	–	2,354
Interest and fiscal charges	1,700	101	(1,599)	225
Total expenditures	<u>4,113,469</u>	<u>3,836,880</u>	<u>(276,589)</u>	<u>3,969,331</u>
Excess (deficiency) of revenue over expenditures	69,722	(176,098)	(245,820)	217,430
Other financing sources				
Sale of capital assets	<u>–</u>	<u>6,900</u>	<u>6,900</u>	<u>495</u>
Net change in fund balances	<u>\$ 69,722</u>	<u>(169,198)</u>	<u>\$ (238,920)</u>	<u>217,925</u>
Fund balances				
Beginning of year		<u>3,776,539</u>		<u>3,558,614</u>
End of year		<u>\$ 3,607,341</u>		<u>\$ 3,776,539</u>

INTERMEDIATE SCHOOL DISTRICT NO. 917

General Fund – Special Education Account  
 Schedule of Revenue, Expenditures, and Changes in Fund Balances  
 Budget and Actual  
 Year Ended June 30, 2023  
 (With Comparative Actual Amounts for the Year Ended June 30, 2022)

	2023		Over (Under) Budget	2022
	Budget	Actual		Actual
Revenue				
Local sources				
Tuition	\$ 6,383,732	\$ 6,316,370	\$ (67,362)	\$ 6,156,089
Investment earnings	81,000	135,811	54,811	4,562
Other	461,322	568,030	106,708	548,188
State sources	33,099,760	30,348,646	(2,751,114)	30,875,595
Federal sources	1,313,595	1,029,461	(284,134)	149,778
Total revenue	<u>41,339,409</u>	<u>38,398,318</u>	<u>(2,941,091)</u>	<u>37,734,212</u>
Expenditures				
Current				
Special education programs				
Salaries	23,853,034	22,114,977	(1,738,057)	22,442,016
Employee benefits	7,983,569	7,775,811	(207,758)	8,108,559
Purchased services	4,972,737	3,835,126	(1,137,611)	3,106,377
Supplies and materials	1,153,885	950,867	(203,018)	785,152
Other expenditures	147,890	123,007	(24,883)	134,809
Capital expenditures	510,825	284,304	(226,521)	335,901
Allocated overhead	2,209,093	2,208,320	(773)	2,126,934
Debt service				
Principal	541,083	541,083	–	539,884
Interest and fiscal charges	528,581	524,934	(3,647)	512,933
Total expenditures	<u>41,900,697</u>	<u>38,358,429</u>	<u>(3,542,268)</u>	<u>38,092,565</u>
Excess (deficiency) of revenue over expenditures	(561,288)	39,889	601,177	(358,353)
Other financing sources (uses)				
Sale of capital assets	–	19,565	19,565	–
Transfers out	–	(5,094)	(5,094)	–
Total other financing sources (uses)	<u>–</u>	<u>14,471</u>	<u>14,471</u>	<u>–</u>
Net change in fund balances	<u>\$ (561,288)</u>	<u>54,360</u>	<u>\$ 615,648</u>	<u>(358,353)</u>
Fund balances				
Beginning of year		<u>6,363,928</u>		<u>6,722,281</u>
End of year		<u>\$ 6,418,288</u>		<u>\$ 6,363,928</u>

INTERMEDIATE SCHOOL DISTRICT NO. 917

General Fund – Services Allocation Account  
 Schedule of Revenue, Expenditures, and Changes in Fund Balances  
 Budget and Actual  
 Year Ended June 30, 2023  
 (With Comparative Actual Amounts for the Year Ended June 30, 2022)

	2023		Over (Under) Budget	2022
	Budget	Actual		Actual
Revenue				
Local sources				
Investment earnings (charges)	\$ –	\$ –	\$ –	\$ (37)
Other	25,953	5,472	(20,481)	7,167
State sources	27,865	27,865	–	38,131
Federal sources	362,674	273,372	(89,302)	–
Total revenue	<u>416,492</u>	<u>306,709</u>	<u>(109,783)</u>	<u>45,261</u>
Expenditures				
Current				
Administrative and support services				
Salaries	1,859,046	1,761,160	(97,886)	1,439,798
Employee benefits	532,995	527,171	(5,824)	454,834
Purchased services	261,013	268,575	7,562	270,772
Supplies and materials	132,133	119,893	(12,240)	95,003
Other expenditures	24,746	22,674	(2,072)	23,464
Capital expenditures	23,828	23,767	(61)	70,333
Allocated overhead	<u>(2,404,255)</u>	<u>(2,403,517)</u>	<u>738</u>	<u>(2,315,559)</u>
Total expenditures	<u>429,506</u>	<u>319,723</u>	<u>(109,783)</u>	<u>38,645</u>
Net change in fund balances	<u>\$ (13,014)</u>	<u>(13,014)</u>	<u>\$ –</u>	<u>6,616</u>
Fund balances				
Beginning of year		<u>13,014</u>		<u>6,398</u>
End of year		<u>\$ –</u>		<u>\$ 13,014</u>

INTERMEDIATE SCHOOL DISTRICT NO. 917

General Fund – District Support Services Account  
 Schedule of Revenue, Expenditures, and Changes in Fund Balances  
 Budget and Actual  
 Year Ended June 30, 2023  
 (With Comparative Actual Amounts for the Year Ended June 30, 2022)

	2023			2022
	Budget	Actual	Over (Under) Budget	Actual
Revenue				
Local sources				
Other	\$ -	\$ -	\$ -	\$ -
Expenditures				
Current				
Administrative and support services				
Purchased services	-	671	671	-
Net change in fund balance	<u>\$ -</u>	<u>(671)</u>	<u>\$ 671</u>	-
Fund balances				
Beginning of year		<u>671</u>		<u>671</u>
End of year		<u>\$ -</u>		<u>\$ 671</u>

INTERMEDIATE SCHOOL DISTRICT NO. 917

General Fund – Capital Expenditure Account  
 Schedule of Revenue, Expenditures, and Changes in Fund Balances  
 Budget and Actual  
 Year Ended June 30, 2023  
 (With Comparative Actual Amounts for the Year Ended June 30, 2022)

	2023		Over (Under) Budget	2022
	Budget	Actual		Actual
Revenue				
Local sources				
Tuition	\$ 524,500	\$ 524,500	\$ –	\$ 525,700
Investment earnings	1,250	9,468	8,218	358
Total revenue	<u>525,750</u>	<u>533,968</u>	<u>8,218</u>	<u>526,058</u>
Expenditures				
Current				
Secondary vocational/DCALS				
Purchased services	7,900	5,400	(2,500)	3,900
Debt service				
Principal	315,000	315,000	–	310,000
Interest and fiscal charges	209,500	209,500	–	215,700
Total expenditures	<u>532,400</u>	<u>529,900</u>	<u>(2,500)</u>	<u>529,600</u>
Net change in fund balances	<u>\$ (6,650)</u>	4,068	<u>\$ 10,718</u>	(3,542)
Fund balances				
Beginning of year		<u>7,329</u>		<u>10,871</u>
End of year		<u>\$ 11,397</u>		<u>\$ 7,329</u>

INTERMEDIATE SCHOOL DISTRICT NO. 917

General Fund – Secondary Resale Account  
 Schedule of Revenue, Expenditures, and Changes in Fund Balances  
 Budget and Actual  
 Year Ended June 30, 2023  
 (With Comparative Actual Amounts for the Year Ended June 30, 2022)

	2023			2022
	Budget	Actual	Over (Under) Budget	Actual
Revenue				
Local sources				
Other	\$ 15,000	\$ 2,219	\$ (12,781)	\$ 17,597
Expenditures				
Current				
Secondary vocational/DCALS				
Purchased services	–	350	350	2,812
Supplies and materials	14,945	4,595	(10,350)	11,723
Other expenditures	55	55	–	–
Total expenditures	<u>15,000</u>	<u>5,000</u>	<u>(10,000)</u>	<u>14,535</u>
Net change in fund balances	<u>\$ –</u>	<u>(2,781)</u>	<u>\$ (2,781)</u>	<u>3,062</u>
Fund balances				
Beginning of year		<u>24,533</u>		<u>21,471</u>
End of year		<u>\$ 21,752</u>		<u>\$ 24,533</u>

INTERMEDIATE SCHOOL DISTRICT NO. 917

General Fund – Special Education Resale Account  
 Schedule of Revenue, Expenditures, and Changes in Fund Balances  
 Budget and Actual  
 Year Ended June 30, 2023  
 (With Comparative Actual Amounts for the Year Ended June 30, 2022)

	2023			2022
	Budget	Actual	Over (Under) Budget	Actual
Revenue				
Local sources				
Other	\$ 7,300	\$ 9,871	\$ 2,571	\$ 8,584
Expenditures				
Current				
Special education programs				
Purchased services	–	380	380	–
Supplies and materials	7,245	4,731	(2,514)	9,497
Other expenditures	55	55	–	–
Total expenditures	<u>7,300</u>	<u>5,166</u>	<u>(2,134)</u>	<u>9,497</u>
Net change in fund balances	<u>\$ –</u>	4,705	<u>\$ 4,705</u>	(913)
Fund balances				
Beginning of year		<u>10,254</u>		<u>11,167</u>
End of year		<u>\$ 14,959</u>		<u>\$ 10,254</u>

INTERMEDIATE SCHOOL DISTRICT NO. 917

General Fund – Student Activities  
 Schedule of Revenue, Expenditures, and Changes in Fund Balances  
 Budget and Actual  
 Year Ended June 30, 2023  
 (With Comparative Actual Amounts for the Year Ended June 30, 2022)

	2023			2022
	Budget	Actual	Over (Under) Budget	Actual
Revenue				
Local sources				
Other	\$ 2,700	\$ 1,684	\$ (1,016)	\$ 1,706
Expenditures				
Current				
Secondary vocational/DCALS				
Supplies and materials	<u>2,700</u>	<u>2,144</u>	<u>(556)</u>	<u>1,099</u>
Net change in fund balances	<u>\$ —</u>	<u>(460)</u>	<u>\$ (460)</u>	<u>607</u>
Fund balances				
Beginning of year		<u>6,180</u>		<u>5,573</u>
End of year		<u>\$ 5,720</u>		<u>\$ 6,180</u>

INTERMEDIATE SCHOOL DISTRICT NO. 917

Food Service Special Revenue Fund  
 Comparative Balance Sheet  
 as of June 30, 2023 and 2022

	<u>2023</u>	<u>2022</u>
<b>Assets</b>		
Cash and temporary investments	\$ 4,561	\$ 23,562
Receivables		
Accounts and interest	7,028	-
Due from other governmental units	-	6,415
Prepays	-	2,050
	<u>          </u>	<u>          </u>
Total assets	<u>\$ 11,589</u>	<u>\$ 32,027</u>
<b>Liabilities</b>		
Accounts payable	\$ 922	\$ 5,881
Unearned revenue	10,667	8,476
	<u>          </u>	<u>          </u>
Total liabilities	11,589	14,357
<b>Fund balances</b>		
Nonspendable for prepaid items	-	2,050
Restricted for food service	-	15,620
	<u>          </u>	<u>          </u>
Total fund balances	<u>-</u>	<u>17,670</u>
	<u>          </u>	<u>          </u>
Total liabilities and fund balances	<u>\$ 11,589</u>	<u>\$ 32,027</u>

INTERMEDIATE SCHOOL DISTRICT NO. 917

Food Service Special Revenue Fund  
 Schedule of Revenue, Expenditures, and Changes in Fund Balances  
 Budget and Actual  
 Year Ended June 30, 2023  
 (With Comparative Actual Amounts for the Year Ended June 30, 2022)

	2023		Over (Under) Budget	2022
	Budget	Actual		Actual
Revenue				
Local sources				
Other – primarily meal sales (refunds)	\$ 12,800	\$ 17,122	\$ 4,322	\$ (83)
State sources	3,900	4,282	382	3,119
Federal sources	155,986	105,489	(50,497)	194,044
Total revenue	<u>172,686</u>	<u>126,893</u>	<u>(45,793)</u>	<u>197,080</u>
Expenditures				
Purchased services	3,655	4,275	620	12,726
Supplies and materials	<u>173,154</u>	<u>145,382</u>	<u>(27,772)</u>	<u>166,684</u>
Total expenditures	<u>176,809</u>	<u>149,657</u>	<u>(27,152)</u>	<u>179,410</u>
Excess (deficiency) of revenue over expenditures	(4,123)	(22,764)	(18,641)	17,670
Other financing sources				
Transfers in	<u>4,123</u>	<u>5,094</u>	<u>971</u>	<u>–</u>
Net change in fund balances	<u>\$ –</u>	<u>(17,670)</u>	<u>\$ (17,670)</u>	<u>17,670</u>
Fund balances				
Beginning of year		<u>17,670</u>		<u>–</u>
End of year		<u>\$ –</u>		<u>\$ 17,670</u>

INTERMEDIATE SCHOOL DISTRICT NO. 917

Internal Service Funds  
 Combining Statement of Net Position  
 as of June 30, 2023  
 (With Comparative Totals as of June 30, 2022)

	Dental Self-Insurance	Medical Self-Insurance	Post-Employment Employee Benefits
Assets			
Current assets			
Cash and temporary investments	\$ 671,054	\$ 6,177,678	\$ 1,599,636
Receivables			
Accounts and interest	-	2,821	-
Prepaid items	-	-	-
Total assets	<u>671,054</u>	<u>6,180,499</u>	<u>1,599,636</u>
Deferred outflows of resources			
OPEB plan deferments	-	-	62,530
Liabilities			
Current liabilities			
Accounts and contracts payable	50,946	254,744	-
Due to other governmental units	-	1,692	-
Total OPEB liability – due within one year	-	-	32,164
Severance benefits payable – due within one year	-	-	26,421
Unearned revenue	2,113	63,358	-
Total current liabilities	<u>53,059</u>	<u>319,794</u>	<u>58,585</u>
Long-term liabilities			
Total OPEB liability – due in more than one year	-	-	1,135,831
Severance benefits payable – due in more than one year	-	-	272,666
Total long-term liabilities	<u>-</u>	<u>-</u>	<u>1,408,497</u>
Total liabilities	53,059	319,794	1,467,082
Deferred inflows of resources			
OPEB plan deferments	-	-	845,368
Net position			
Unrestricted	<u>\$ 617,995</u>	<u>\$ 5,860,705</u>	<u>\$ (650,284)</u>

Totals	
2023	2022
\$ 8,448,368	\$ 7,443,745
2,821	-
-	5,000
<u>8,451,189</u>	<u>7,448,745</u>
62,530	68,931
305,690	368,410
1,692	1,691
32,164	33,276
26,421	40,314
65,471	77,227
<u>431,438</u>	<u>520,918</u>
1,135,831	1,394,342
272,666	309,227
<u>1,408,497</u>	<u>1,703,569</u>
1,839,935	2,224,487
<u>845,368</u>	<u>593,014</u>
<u>\$ 5,828,416</u>	<u>\$ 4,700,175</u>

INTERMEDIATE SCHOOL DISTRICT NO. 917

Internal Service Funds  
 Combining Statement of Revenue, Expenses, and Changes in Net Position  
 Year Ended June 30, 2023  
 (With Comparative Totals for the Year Ended June 30, 2022)

	<u>Dental Self-Insurance</u>	<u>Medical Self-Insurance</u>	<u>Post-Employment Employee Benefits</u>
Operating revenue			
Charges for services			
Contributions from governmental funds	\$ 500,539	\$ 4,505,443	\$ 125,865
Operating expenses			
Post-employment severance and health benefits (change in severance)	-	-	(12,285)
Medical benefit claims	-	3,771,538	-
Dental benefit claims	485,861	-	-
Total operating expenses	<u>485,861</u>	<u>3,771,538</u>	<u>(12,285)</u>
Operating income	14,678	733,905	138,150
Nonoperating revenue			
Investment earnings	<u>19,946</u>	<u>174,521</u>	<u>47,041</u>
Change in net position	34,624	908,426	185,191
Net position			
Beginning of year	<u>583,371</u>	<u>4,952,279</u>	<u>(835,475)</u>
End of year	<u>\$ 617,995</u>	<u>\$ 5,860,705</u>	<u>\$ (650,284)</u>

Totals	
<u>2023</u>	<u>2022</u>
\$ 5,131,847	\$ 5,468,949
(12,285)	206,223
3,771,538	4,005,741
485,861	481,670
<u>4,245,114</u>	<u>4,693,634</u>
886,733	775,315
<u>241,508</u>	<u>9,198</u>
1,128,241	784,513
<u>4,700,175</u>	<u>3,915,662</u>
<u>\$ 5,828,416</u>	<u>\$ 4,700,175</u>

INTERMEDIATE SCHOOL DISTRICT NO. 917

Internal Service Funds  
 Combining Statement of Cash Flows  
 Year Ended June 30, 2023  
 (With Comparative Totals for the Year Ended June 30, 2022)

	Dental Self-Insurance	Medical Self-Insurance	Post-Employment Employee Benefits
Cash flows from operating activities			
Contributions from governmental funds	\$ 500,209	\$ 4,491,196	\$ 125,865
Post-employment severance and health benefit payments	-	-	(39,037)
Payments for medical claims	-	(3,831,449)	-
Payments for dental claims	(483,669)	-	-
Net cash flows from operating activities	<u>16,540</u>	<u>659,747</u>	<u>86,828</u>
Cash flows from investing activities			
Investment income received	<u>19,946</u>	<u>174,521</u>	<u>47,041</u>
Net change in cash and cash equivalents	36,486	834,268	133,869
Cash and temporary investments			
Beginning of year	<u>634,568</u>	<u>5,343,410</u>	<u>1,465,767</u>
End of year	<u>\$ 671,054</u>	<u>\$ 6,177,678</u>	<u>\$ 1,599,636</u>
Reconciliation of operating income to net cash flows from operating activities			
Operating income	\$ 14,678	\$ 733,905	\$ 138,150
Adjustments to reconcile operating income to net cash flows from operating activities			
Changes in assets and liabilities			
Accounts and interest receivable	-	(2,821)	-
Prepaid items	600	4,400	-
OPEB plan deferments	-	-	258,755
Accounts and contracts payable	1,592	(64,312)	-
Due to other governmental units	-	1	-
Severance benefits payable	-	-	(50,454)
Total OPEB liability	-	-	(259,623)
Unearned revenue	<u>(330)</u>	<u>(11,426)</u>	<u>-</u>
Net cash flows from operating activities	<u>\$ 16,540</u>	<u>\$ 659,747</u>	<u>\$ 86,828</u>

Totals	
<u>2023</u>	<u>2022</u>
\$ 5,117,270	\$ 5,452,369
(39,037)	(64,607)
(3,831,449)	(4,047,166)
(483,669)	(482,218)
763,115	858,378
241,508	9,198
1,004,623	867,576
7,443,745	6,576,169
\$ 8,448,368	\$ 7,443,745
\$ 886,733	\$ 775,315
(2,821)	—
5,000	(4,077)
258,755	10,444
(62,720)	(37,225)
1	252
(50,454)	(61,527)
(259,623)	191,776
(11,756)	(16,580)
\$ 763,115	\$ 858,378
\$ 763,115	\$ 858,378

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OTHER INFORMATION

INTERMEDIATE SCHOOL DISTRICT NO. 917

Government-Wide Revenue by Type  
Last Ten Fiscal Years

Year Ended June 30,	Program Revenues			General Revenues	Total
	Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Investment Earnings and Other	
2014	\$ 7,619,433 30%	\$ 17,064,879 67%	\$ 581,454 2%	\$ 97,720 -	\$ 25,363,486 100%
2015	7,876,725 30%	18,073,067 67%	559,401 2%	125,715 1%	26,634,908 100%
2016	8,765,738 30%	20,327,694 68%	554,908 2%	139,795 0%	29,788,135 100%
2017	8,910,685 28%	21,223,814 67%	539,240 2%	845,477 3%	31,519,216 100%
2018	9,660,814 28%	23,146,660 67%	557,650 2%	580,576 3%	33,945,700 100%
2019	11,429,417 29%	26,541,284 67%	548,350 1%	1,070,943 3%	39,589,994 100%
2020	10,276,311 24%	30,724,528 73%	591,900 1%	699,517 2%	42,292,256 100%
2021	9,775,850 23%	31,662,477 74%	553,065 1%	691,977 2%	42,683,369 100%
2022	10,185,407 24%	31,382,042 74%	552,753 1%	470,690 1%	42,590,892 100%
2023	9,604,486 22%	32,021,946 74%	652,365 1%	1,168,419 3%	43,447,216 100%

INTERMEDIATE SCHOOL DISTRICT NO. 917

Government-Wide Expenses by Program  
Last Ten Fiscal Years

Year Ended June 30,	Administrative and Support Services	Secondary Vocational/ DCALS	Special Education Programs	Food Service	Interest and Fiscal Charges on Debt	Total
2014	\$ 1,892,695 8%	\$ 3,483,868 14%	\$ 19,239,348 77%	\$ 108,123 -	\$ 326,431 1%	\$ 25,050,465 100%
2015	1,867,491 8%	3,182,362 12%	20,634,460 79%	116,426 -	316,820 1%	26,117,559 100%
2016	1,886,824 8%	2,993,362 11%	22,764,328 81%	131,729 -	307,246 1%	28,083,489 100%
2017	3,088,390 8%	3,590,904 10%	30,535,125 81%	143,390 -	301,437 1%	37,659,246 100%
2018	2,370,386 6%	4,185,093 11%	31,992,143 82%	136,447 -	246,834 1%	38,930,903 100%
2019	1,943,841 6%	2,399,143 8%	26,491,744 85%	159,619 -	241,276 1%	31,235,623 100%
2020	1,980,504 5%	4,104,278 10%	36,440,788 85%	114,859 -	235,435 1%	42,875,864 100%
2021	2,149,317 5%	4,274,114 10%	36,829,246 85%	91,751 -	229,451 1%	43,573,879 100%
2022	2,285,177 5%	3,679,900 9%	34,835,199 84%	179,672 -	736,468 2%	41,716,416 100%
2023	2,758,167 7%	3,054,916 8%	32,849,150 84%	149,919 -	741,446 2%	39,553,598 100%

INTERMEDIATE SCHOOL DISTRICT NO. 917

General Fund Revenue by Source  
Last Ten Fiscal Years

	Year Ended June 30,	Tuition Revenue	Investment Earnings (Charges)	Other Revenue	State Revenue	Federal Revenue	Total
Secondary education	2014	\$ 3,113,264	\$ 1,301	\$ 3,335	\$ 118,957	\$ 154,147	\$ 3,391,004
	2015	3,013,776	553	7,604	105,919	151,510	3,279,362
	2016	3,110,396	3,872	1,638	175,196	161,193	3,452,295
	2017	3,052,790	4,528	1,408	185,739	139,698	3,384,163
	2018	3,548,099	10,887	866	181,063	150,934	3,891,849
	2019	4,188,911	37,628	5,934	223,735	142,549	4,598,757
	2020	3,671,622	32,575	1,171	547,390	156,934	4,409,692
	2021	3,325,041	1,816	53	711,216	173,421	4,211,547
	2022	3,490,172	3,815	2,568	532,838	157,368	4,186,761
	2023	2,747,280	91,044	2,560	374,528	445,370	3,660,782
Special education	2014	3,396,148	1,119	568,794	16,689,111	5,000	20,660,172
	2015	3,652,478	400	629,749	17,783,764	5,000	22,071,391
	2016	4,579,099	8,973	644,251	19,900,805	—	25,133,128
	2017	4,857,838	8,952	548,626	20,873,915	—	26,289,331
	2018	5,193,103	26,198	458,843	23,243,634	—	28,921,778
	2019	6,145,683	43,324	909,380	27,625,713	—	34,724,100
	2020	6,087,994	19,033	504,261	30,519,723	—	37,131,011
	2021	6,175,809	1,357	302,689	30,924,352	370,437	37,774,644
	2022	6,156,089	4,562	548,188	30,875,595	149,778	37,734,212
	2023	6,316,370	135,811	568,030	30,348,646	1,029,461	38,398,318
Services allocation	2014	432,465	—	5,654	36,921	—	475,040
	2015	468,174	—	7,116	32,284	—	507,574
	2016	417,720	—	7,755	15,648	—	441,123
	2017	432,832	—	5,462	30,377	—	468,671
	2018	457,002	—	7,003	29,193	—	493,198
	2019	466,049	—	4,012	29,978	—	500,039
	2020	—	—	75	25,500	—	25,575
	2021	—	—	7,088	26,265	—	33,353
	2022	—	(37)	7,167	38,131	—	45,261
	2023	—	—	5,472	27,865	273,372	306,709
District support services	2014	—	—	31,060	—	—	31,060
	2015	—	—	2,240	—	—	2,240
	2016	—	—	—	—	—	—
	2017	—	—	—	—	—	—
	2018	—	—	—	—	—	—
	2019	—	—	—	—	—	—
	2020	—	—	—	—	—	—
	2021	—	—	—	—	—	—
	2022	—	—	—	—	—	—
	2023	—	—	—	—	—	—

INTERMEDIATE SCHOOL DISTRICT NO. 917

General Fund Revenue by Source (continued)  
Last Ten Fiscal Years

	Year Ended June 30,	Tuition Revenue	Investment Earnings (Charges)	Other Revenue	State Revenue	Federal Revenue	Total
Capital expenditure	2014	\$ 559,095	\$ 28,959	\$ -	\$ -	\$ -	\$ 588,054
	2015	559,401	28,344	-	-	-	587,745
	2016	554,908	31,711	-	-	-	586,619
	2017	555,220	45,416	-	-	-	600,636
	2018	505,000	3,843	-	-	-	508,843
	2019	523,500	4,197	-	-	-	527,697
	2020	522,700	3,336	5,500	-	-	531,536
	2021	526,800	155	-	-	-	526,955
	2022	525,700	358	-	-	-	526,058
	2023	524,500	9,468	-	-	-	533,968
Secondary resale	2014	-	-	119,308	-	-	119,308
	2015	-	-	62,472	-	-	62,472
	2016	-	-	72,784	-	-	72,784
	2017	-	-	27,382	-	-	27,382
	2018	-	-	24,148	-	-	24,148
	2019	-	-	29,593	-	-	29,593
	2020	-	-	17,999	-	-	17,999
	2021	-	-	3,280	-	-	3,280
	2022	-	-	17,597	-	-	17,597
	2023	-	-	2,219	-	-	2,219
Special education resale	2014	-	-	16,693	-	-	16,693
	2015	-	-	13,514	-	-	13,514
	2016	-	-	10,977	-	-	10,977
	2017	-	-	10,636	-	-	10,636
	2018	-	-	9,385	-	-	9,385
	2019	-	-	12,877	-	-	12,877
	2020	-	-	10,054	-	-	10,054
	2021	-	-	1,389	-	-	1,389
	2022	-	-	8,584	-	-	8,584
	2023	-	-	9,871	-	-	9,871
Student activities	2014	-	-	-	-	-	-
	2015	-	-	-	-	-	-
	2016	-	-	-	-	-	-
	2017	-	-	-	-	-	-
	2018	-	-	-	-	-	-
	2019	-	-	-	-	-	-
	2020	-	-	3,564	-	-	3,564
	2021	-	-	2,330	-	-	2,330
	2022	-	-	1,706	-	-	1,706
	2023	-	-	1,684	-	-	1,684

INTERMEDIATE SCHOOL DISTRICT NO. 917

General Fund Expenditures by Object  
Last Ten Fiscal Years

	Year Ended June 30,	Salary Expenditures	Employee Benefits Expenditures	Purchased Services Expenditures	Other Expenditures	Allocated Overhead	Total
Secondary education	2014	\$ 1,894,098	\$ 702,336	\$ 521,496	\$ 92,923	\$ 260,228	\$ 3,471,081
	2015	1,818,549	684,389	506,510	91,810	280,631	3,381,889
	2016	1,766,552	613,991	466,365	102,689	296,790	3,246,387
	2017	1,849,994	629,643	413,106	238,242	270,734	3,401,719
	2018	1,939,231	657,156	445,562	100,948	256,317	3,399,214
	2019	2,068,260	757,912	461,012	209,959	216,229	3,713,372
	2020	2,360,808	869,042	475,221	212,921	183,085	4,101,077
	2021	2,541,811	936,625	512,497	95,076	172,333	4,258,342
	2022	2,329,508	860,284	487,116	103,795	188,628	3,969,331
	2023	2,133,600	766,749	603,824	137,510	195,197	3,836,880
Special education	2014	12,056,948	4,645,254	1,660,968	640,865	1,056,905	20,060,940
	2015	13,075,819	4,966,320	1,763,028	803,025	1,118,880	21,727,072
	2016	14,518,245	5,231,164	2,201,135	1,073,110	1,183,974	24,207,628
	2017	15,576,866	5,191,320	2,382,990	1,056,040	1,256,491	25,463,707
	2018	17,216,772	5,800,717	2,412,031	1,377,018	1,399,608	28,206,146
	2019	19,587,249	6,954,251	3,814,927	1,948,708	1,522,784	33,827,919
	2020	21,472,374	7,792,000	4,348,076	1,760,063	1,738,965	37,111,478
	2021	22,211,531	8,246,772	3,917,383	1,228,771	1,911,960	37,516,417
	2022	22,442,016	8,108,559	3,106,377	2,308,679	2,126,934	38,092,565
	2023	22,114,977	7,775,811	3,835,126	2,424,195	2,208,320	38,358,429
Services allocation	2014	799,495	259,349	676,557	56,770	(1,317,131)	475,040
	2015	863,256	250,344	732,924	60,561	(1,399,511)	507,574
	2016	914,218	237,668	674,770	95,229	(1,480,762)	441,123
	2017	987,354	267,621	673,348	67,572	(1,527,224)	468,671
	2018	1,035,133	280,301	773,447	60,242	(1,655,925)	493,198
	2019	1,090,570	329,963	738,997	79,522	(1,739,013)	500,039
	2020	1,166,024	361,888	301,730	117,983	(1,922,050)	25,575
	2021	1,323,877	394,553	314,138	78,680	(2,084,293)	26,955
	2022	1,439,798	454,834	270,772	188,803	(2,315,562)	38,645
	2023	1,761,160	527,171	268,575	166,334	(2,403,517)	319,723
District support services	2014	—	—	31,087	18,351	—	49,438
	2015	—	—	2,240	—	—	2,240
	2016	—	—	—	—	—	—
	2017	—	—	—	—	—	—
	2018	—	—	—	—	—	—
	2019	—	—	—	—	—	—
	2020	—	—	—	—	—	—
	2021	—	—	—	—	—	—
	2022	—	—	—	—	—	—
	2023	—	—	671	—	—	671

INTERMEDIATE SCHOOL DISTRICT NO. 917

General Fund Expenditures by Object (continued)  
Last Ten Fiscal Years

	Year Ended June 30,	Salary Expenditures	Employee Benefits Expenditures	Purchased Services Expenditures	Other Expenditures	Allocated Overhead	Total
Capital expenditure	2014	\$ -	\$ -	\$ 137,765	\$ 559,095	\$ -	\$ 696,860
	2015	-	-	19,362	559,401	-	578,763
	2016	-	-	25,950	577,708	-	603,658
	2017	-	-	40,812	3,954,374	-	3,995,186
	2018	-	-	7,712	615,346	-	623,058
	2019	-	-	3,000	523,500	-	526,500
	2020	-	-	2,199	522,700	-	524,899
	2021	-	-	3,699	526,800	-	530,499
	2022	-	-	3,900	525,700	-	529,600
	2023	-	-	5,400	524,500	-	529,900
Secondary resale	2014	-	-	20,863	101,682	-	122,545
	2015	-	-	35,614	38,986	-	74,600
	2016	-	-	5,642	83,044	-	88,686
	2017	-	-	2,430	22,527	-	24,957
	2018	-	-	1,654	20,734	-	22,388
	2019	-	-	1,698	19,840	-	21,538
	2020	-	-	2,417	16,191	-	18,608
	2021	-	-	469	520	-	989
	2022	-	-	2,812	11,723	-	14,535
	2023	-	-	350	4,650	-	5,000
Special education resale	2014	-	-	1,262	18,338	-	19,600
	2015	-	-	-	11,829	-	11,829
	2016	-	-	935	10,458	-	11,393
	2017	-	-	-	12,728	-	12,728
	2018	-	-	245	12,199	-	12,444
	2019	-	-	20	12,888	-	12,908
	2020	-	-	-	6,300	-	6,300
	2021	-	-	-	1,070	-	1,070
	2022	-	-	-	9,497	-	9,497
	2023	-	-	380	4,786	-	5,166
Student activities	2014	-	-	-	-	-	-
	2015	-	-	-	-	-	-
	2016	-	-	-	-	-	-
	2017	-	-	-	-	-	-
	2018	-	-	-	-	-	-
	2019	-	-	-	-	-	-
	2020	-	-	19	2,501	-	2,520
	2021	-	-	-	1,621	-	1,621
	2022	-	-	-	1,099	-	1,099
	2023	-	-	-	2,144	-	2,144

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OTHER REQUIRED REPORTS

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Kalen T. Karnowski, CPA

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL  
OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS  
BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN  
ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

To the School Board and Management of  
Intermediate School District No. 917  
Rosemount, Minnesota

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Intermediate School District No. 917 (the District) as of and for the year ended June 30, 2023, and the related notes to the financial statements, which collectively comprise the District's basic financial statements, and have issued our report thereon dated December 15, 2023.

**REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING**

In planning and performing our audit of the financial statements, we considered the District's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the District's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

(continued)

## **REPORT ON COMPLIANCE AND OTHER MATTERS**

As part of obtaining reasonable assurance about whether the District's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

### **PURPOSE OF THIS REPORT**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control and compliance. Accordingly, this report is not suitable for any other purpose.

*Malloy, Montague, Karnowski, Radosevich & Co., P. A.*

Minneapolis, Minnesota  
December 15, 2023



PRINCIPALS

Thomas A. Karnowski, CPA  
Paul A. Radosevich, CPA  
William J. Lauer, CPA  
James H. Eichten, CPA  
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Jaclyn M. Huegel, CPA  
Kalen T. Karnowski, CPA

INDEPENDENT AUDITOR'S REPORT  
ON MINNESOTA LEGAL COMPLIANCE

To the School Board and Management of  
Intermediate School District No. 917  
Rosemount, Minnesota

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Intermediate School District No. 917 (the District) as of and for the year ended June 30, 2023, and the related notes to the financial statements, which collectively comprise the District's basic financial statements, and have issued our report thereon dated December 15, 2023.

**MINNESOTA LEGAL COMPLIANCE**

In connection with our audit, we noted that the District failed to comply with provisions of the claims and disbursements section of the *Minnesota Legal Compliance Audit Guide for School Districts*, promulgated by the State Auditor pursuant to Minnesota Statutes § 6.65, insofar as they relate to accounting matters as described in the Schedule of Findings as finding 2023-001. Also, in connection with our audit, nothing came to our attention that caused us to believe that the District failed to comply with the provisions of the contracting – bid laws, depositories of public funds and public investments, conflicts of interest, public indebtedness, miscellaneous provisions, and uniform financial accounting and reporting standards sections of the *Minnesota Legal Compliance Audit Guide for School Districts*, insofar as they relate to accounting matters. However, our audit was not directed primarily toward obtaining knowledge of such noncompliance. Accordingly, had we performed additional procedures, other matters may have come to our attention regarding the District's noncompliance with the above referenced provisions, insofar as they relate to accounting matters.

**DISTRICT'S RESPONSE TO FINDING**

*Government Auditing Standards* requires the auditor to perform limited procedures on the District's response to the legal compliance finding identified in our audit and described in the accompanying Schedule of Findings. The District's response was not subjected to the other auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on the response.

**PURPOSE OF THIS REPORT**

The purpose of this report is solely to describe the scope of our testing of compliance and the results of that testing, and not to provide an opinion on compliance. Accordingly, this report is not suitable for any other purpose.

*Malloy, Montague, Karnowski, Radosevich & Co., P.A.*  
Minneapolis, Minnesota  
December 15, 2023

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INTERMEDIATE SCHOOL DISTRICT NO. 917

Schedule of Findings  
Year Ended June 30, 2023

**MINNESOTA LEGAL COMPLIANCE FINDING**

**2023-001 UNTIMELY PAYMENT OF INVOICES**

**Criteria** – Minnesota Statutes § 471.425, Subd. 2.

**Condition** – Minnesota Statutes require prompt payment of local government bills within a standard payment period of 45 days from receipt for governing boards of joint powers organizations. Intermediate School District No. 917 (the District) did not pay two of its invoices in a timely manner based on statutory requirements.

**Questioned Costs** – Not applicable.

**Context** – We noted 2 of 25 disbursements we selected for testing were not paid within the statutory timeline.

**Repeat Finding** – This is a current year finding.

**Cause** – This was an oversight by district personnel.

**Effect** – The District did not meet statutory requirements for the payment of invoices.

**Recommendation** – We recommend that the District review its payment procedures to ensure all invoices are paid within the statutory time limit.

**Corrective Action Plan**

**Actions Planned** – The District will review its disbursement policies to verify compliance in the future.

**Official Responsible** – Nicolle Roush, Executive Director of Business Services.

**Planned Completion Date** – June 30, 2024.

**Disagreement With or Explanation of Finding** – The District is in agreement with this finding.

**Plan to Monitor** – The Executive Director of Business Services will oversee the process to ensure the District's future compliance.

INTERMEDIATE SCHOOL DISTRICT NO. 917  
Uniform Financial Accounting and Reporting Standards  
Compliance Table  
June 30, 2023

		Audit	UFARS	Audit – UFARS
<b>General Fund</b>				
Total revenue		\$ 42,913,551	\$ 42,913,551	\$ –
Total expenditures		\$ 43,057,913	\$ 43,057,912	\$ 1
Nonspendable				
460	Nonspendable fund balance	\$ 119,347	\$ 119,347	\$ –
Restricted				
401	Student activities	\$ 3,620	\$ 3,620	\$ –
402	Scholarships	\$ –	\$ –	\$ –
403	Staff development	\$ –	\$ –	\$ –
407	Capital projects levy	\$ –	\$ –	\$ –
408	Cooperative revenue	\$ –	\$ –	\$ –
413	Projects funded by COP	\$ –	\$ –	\$ –
414	Operating debt	\$ –	\$ –	\$ –
416	Levy reduction	\$ –	\$ –	\$ –
417	Taconite building maintenance	\$ –	\$ –	\$ –
424	Operating capital	\$ –	\$ –	\$ –
426	\$25 taconite	\$ –	\$ –	\$ –
427	Disabled accessibility	\$ –	\$ –	\$ –
428	Learning and development	\$ –	\$ –	\$ –
434	Area learning center	\$ –	\$ –	\$ –
435	Contracted alternative programs	\$ –	\$ –	\$ –
436	State approved alternative program	\$ –	\$ –	\$ –
438	Gifted and talented	\$ –	\$ –	\$ –
440	Teacher development and evaluation	\$ –	\$ –	\$ –
441	Basic skills programs	\$ –	\$ –	\$ –
448	Achievement and integration	\$ –	\$ –	\$ –
449	Safe schools levy	\$ –	\$ –	\$ –
451	QZAB payments	\$ –	\$ –	\$ –
452	OPEB liability not in trust	\$ –	\$ –	\$ –
453	Unfunded severance and retirement levy	\$ –	\$ –	\$ –
459	Basic skills extended time	\$ –	\$ –	\$ –
467	Long-term facilities maintenance	\$ –	\$ –	\$ –
472	Medical Assistance	\$ –	\$ –	\$ –
464	Restricted fund balance	\$ 46,961	\$ 46,961	\$ –
475	Title VII – Impact Aid	\$ –	\$ –	\$ –
476	PILT	\$ –	\$ –	\$ –
Committed				
418	Committed for separation	\$ –	\$ –	\$ –
461	Committed fund balance	\$ –	\$ –	\$ –
Assigned				
462	Assigned fund balance	\$ 575,075	\$ 575,075	\$ –
Unassigned				
422	Unassigned fund balance	\$ 9,334,454	\$ 9,334,454	\$ –
<b>Food Service</b>				
Total revenue		\$ 126,893	\$ 126,893	\$ –
Total expenditures		\$ 149,657	\$ 149,657	\$ –
Nonspendable				
460	Nonspendable fund balance	\$ –	\$ –	\$ –
Restricted				
452	OPEB liability not in trust	\$ –	\$ –	\$ –
464	Restricted fund balance	\$ –	\$ –	\$ –
Unassigned				
463	Unassigned fund balance	\$ –	\$ –	\$ –
<b>Community Service</b>				
Total revenue		\$ –	\$ –	\$ –
Total expenditures		\$ –	\$ –	\$ –
Nonspendable				
460	Nonspendable fund balance	\$ –	\$ –	\$ –
Restricted				
426	\$25 taconite	\$ –	\$ –	\$ –
431	Community education	\$ –	\$ –	\$ –
432	ECFE	\$ –	\$ –	\$ –
440	Teacher development and evaluation	\$ –	\$ –	\$ –
444	School readiness	\$ –	\$ –	\$ –
447	Adult basic education	\$ –	\$ –	\$ –
452	OPEB liability not in trust	\$ –	\$ –	\$ –
464	Restricted fund balance	\$ –	\$ –	\$ –
Unassigned				
463	Unassigned fund balance	\$ –	\$ –	\$ –

INTERMEDIATE SCHOOL DISTRICT NO. 917  
Uniform Financial Accounting and Reporting Standards  
Compliance Table (continued)  
June 30, 2023

	Audit	UFARS	Audit – UFARS
<b>Building Construction</b>			
Total revenue	\$ –	\$ –	\$ –
Total expenditures	\$ –	\$ –	\$ –
Nonspendable			
460 Nonspendable fund balance	\$ –	\$ –	\$ –
Restricted			
407 Capital projects levy	\$ –	\$ –	\$ –
413 Projects funded by COP	\$ –	\$ –	\$ –
467 Long-term facilities maintenance	\$ –	\$ –	\$ –
464 Restricted fund balance	\$ –	\$ –	\$ –
Unassigned			
463 Unassigned fund balance	\$ –	\$ –	\$ –
<b>Debt Service</b>			
Total revenue	\$ –	\$ –	\$ –
Total expenditures	\$ –	\$ –	\$ –
Nonspendable			
460 Nonspendable fund balance	\$ –	\$ –	\$ –
Restricted			
425 Bond refundings	\$ –	\$ –	\$ –
433 Maximum effort loan	\$ –	\$ –	\$ –
451 QZAB payments	\$ –	\$ –	\$ –
467 Long-term facilities maintenance	\$ –	\$ –	\$ –
464 Restricted fund balance	\$ –	\$ –	\$ –
Unassigned			
463 Unassigned fund balance	\$ –	\$ –	\$ –
<b>Trust</b>			
Total revenue	\$ –	\$ –	\$ –
Total expenditures	\$ –	\$ –	\$ –
401 Student activities	\$ –	\$ –	\$ –
402 Scholarships	\$ –	\$ –	\$ –
422 Net position	\$ –	\$ –	\$ –
<b>Custodial Fund</b>			
Total revenue	\$ –	\$ –	\$ –
Total expenditures	\$ –	\$ –	\$ –
401 Student activities	\$ –	\$ –	\$ –
402 Scholarships	\$ –	\$ –	\$ –
448 Achievement and integration	\$ –	\$ –	\$ –
464 Restricted fund balance	\$ –	\$ –	\$ –
<b>Internal Service</b>			
Total revenue	\$ 5,373,355	\$ 5,373,355	\$ –
Total expenditures	\$ 4,245,114	\$ 4,245,114	\$ –
422 Net position	\$ 5,828,416	\$ 5,828,416	\$ –
<b>OPEB Revocable Trust Fund</b>			
Total revenue	\$ –	\$ –	\$ –
Total expenditures	\$ –	\$ –	\$ –
422 Net position	\$ –	\$ –	\$ –
<b>OPEB Irrevocable Trust Fund</b>			
Total revenue	\$ –	\$ –	\$ –
Total expenditures	\$ –	\$ –	\$ –
422 Net position	\$ –	\$ –	\$ –
<b>OPEB Debt Service Fund</b>			
Total revenue	\$ –	\$ –	\$ –
Total expenditures	\$ –	\$ –	\$ –
Nonspendable			
460 Nonspendable fund balance	\$ –	\$ –	\$ –
Restricted			
425 Bond refundings	\$ –	\$ –	\$ –
464 Restricted fund balance	\$ –	\$ –	\$ –
Unassigned			
463 Unassigned fund balance	\$ –	\$ –	\$ –

Note: Statutory restricted deficits, if any, are reported in unassigned fund balances in the financial statements in accordance with accounting principles generally accepted in the United States of America.

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## 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, Superintendent  
DATE: January 8<sup>th</sup>, 2024  
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) second quarter report October 1, 2023 through December 15, 2023, totaling is \$21,505.35. Costs incurred are from trainings, meetings outside of workday, Interpreting and homebound supports (see TWA Q2 report for further details).
- In addition to TWA's, the district has Other Employee Earnings report second quarter report October 1, 2023 through December 31, 2023, totaling \$2,799.45. The costs incurred are from trainings unplanned additional time and a referral bonus. (see Other Employee Earnings Q2 for further details).

**Recommendation:** Board approval recommendation to approve TWA's and the other earnings reports in the amount of \$24,304.80.

### 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



**Intermediate School District 917**  
**Accounts Receivable Aged Report As of 12/31/23**

<b>Member Districts</b>	<b>31-60 Days</b>	<b>61-90 Days</b>	<b>Over 90 Days</b>	<b>Totals</b>
ISD 192	\$ 6,813.23	\$ -	\$ -	\$ 6,813.23
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
<b>Totals</b>	<b>\$ 6,813.23</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 6,813.23</b>
<b>All Others</b>				
MDE	\$ -	\$ -	\$ 1,472,752.06	\$ 1,472,752.06
Misc employee receivables	\$ -	\$ -	\$ 3,956.58	\$ 3,956.58
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
<b>Totals</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,476,708.64</b>	<b>\$ 1,476,708.64</b>
<b>Grand Total</b>	<b>\$ 6,813.23</b>	<b>\$ -</b>	<b>\$ 1,476,708.64</b>	<b>\$ 1,483,521.87</b>
<b>Total Receivables</b>				<b>\$ 3,661,368.16</b>

Prepared by: T. Welch

# Intermediate School District #917 School Board

## RESOLUTION

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

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

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

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

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

WHEREAS, the week of January 22-26, 2024, has been designated as “Paraprofessional Recognition Week” by the Governor of the State of Minnesota,

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

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

The motion for the adoption of the foregoing resolution was duly seconded by Member \_\_\_\_\_, and the following voted against the same: \_\_\_\_\_.

Whereupon said resolution was declared duly passed and adopted.

Enacted by the School Board of Intermediate School District #917 this 9th day of January, 2024.

*Cindy Nordstrom*  
*Lisa Ehleringer*  
*Hannah Simmons*

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

*Tom Bennett*  
*David Anderson*  
*Lisa Hedén*



## **Intermediate School District 917**

***Purposeful. Personalized. Partners.***

1300 145th Street East, Rosemount, MN 55068

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

To: ISD 917 School Board

Date: January 9, 2024

Re: Summary of Contract Changes for Local 3904's (Teachers/Licensed Staff) 2023-2025 Contract

On December 18, 2023, Local 3904 and Intermediate School District 917 negotiating staff came to a tentative agreement on the 2023-2025 contract, following eight (8) interest-based collective bargaining sessions.

Initially, there were a total of 21 issues that were brought forth by either Local 3904 or ISD 917. Throughout the interest-based process, ten (10) issues were dropped. Of the remaining eleven (11) issues, eight (8) were language-based issues and three (3) were primarily financial.

The following is a summary of the changes agreed to between Local 3904 and ISD 917:

1. Total package cost was 14.46% over two years (2023-2024 and 2024-2025).
2. Preparation for DCALS/CTE was aligned with the preparation time set forth for those in the special education department.
3. The District now has the ability to have Licensed School Nurses work an additional five (5) days, which will be used for before-school preparation of student medical plans and program procedures.
4. Salary schedule changes:
  - a. In the first year, each step received an increase of \$2500 and 2.5%.
    - i. The first step was also dropped in year one, decreasing the number of steps from fifteen (15) to fourteen (14) for the duration of the contract.
  - b. In the second year, each step received an increase of 5%.
  - c. Steps in each of the BA lanes were adjusted so all steps saw an increase.
    - i. In previous contracts, for example, those in the BA lane would increase their salary up to step eight (8), then all subsequent steps would be the same salary.
  - d. Step advancement was changed from a certain number of workdays to a date (2/1).
5. Starting in the 2024-2025 school year, the lane change process was modified from twice a year at two specific times (9/15 and 1/15) to once a year at any time with the change taking effect on the first workday following the date the final degree/credits were earned. In addition, the number of CEUs needed for lane changes were differentiated for certain employees within this group based on the time needed to complete a CEU compared to semester credits.

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## **Intermediate School District 917**

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1300 145th Street East, Rosemount, MN 55068

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

6. School psychologists' additional certification stipend was increased from \$250 to \$1250.
7. HSA insurance changes (no changes to co-pay plan):
  - a. Individual increased from a district contribution of \$775 to \$780 in January 2025.
  - b. Family increased from a district contribution of \$1600 to \$1800 in January 2025.
8. Leaves of absence language was modified to comply with Minnesota State Statute 181.9445 through 181.9448 that outlines mandatory Earned Sick & Safe Time for Minnesota employers, which goes into effect on January 1, 2024.
  - a. Restricted periods where PTO cannot be used were modified slightly to give a little more flexibility surrounding three-day weekends, such as President's Day.
9. Memorandum of Understanding (MOU) attachments D - I changes:
  - a. Attachment D - MOU: Retirement Benefits for Qualifying Employees:
    - i. Clarification of language.
  - b. Attachment E - MOU: Mentors and Cognitive Coaches:
    - i. Clarification of language and changing the cognitive coach stipend back to a flat amount per person, rather than an hourly rate.
  - c. Attachment F - MOU: DCALS Summer School Pay:
    - i. Removed from the contract.
  - d. Attachment G - MOU: Teacher Hiring Incentive:
    - i. Added teachers of the Deaf/Hard of Hearing (DHH) to the incentive, along with teachers of the Blind/Visually Impaired (BVI) and removed the tuition reimbursement option.
  - e. Attachment H - MOU: Additional Compensation for Student Numbers
    - i. Clarification of language, including reference to MN Rule 3525.2340.
  - f. Addition of Attachment I - MOU: Teacher of Licensure:
    - i. A stipend of \$50 per student per quarter was added when a teacher serves as the teacher of licensure (i.e. they hold the licensure that corresponds to the student's disability) for a student's IEP team because the teacher of the caseload to whom the student is assigned holds a licensure that does not match the disability.

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**AGREEMENT**

between

**INTERMEDIATE SCHOOL DISTRICT NO. 917**

and

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

representing  
the  
Teachers  
of the School District

Effective July 1, ~~2024~~2023, through June 30, ~~2023~~2025

Board Approved January ~~4, 2022~~9, 2024

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## AGREEMENT

### ARTICLE I PURPOSE

Section 1. Parties: THIS AGREEMENT, entered into between the school board of Intermediate School District 917, Rosemount, Minnesota (hereinafter referred to as the school board or school district) and Education Minnesota, Intermediate School District 917, Local 3904 (hereinafter referred to as the exclusive representative or Local 3904) pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, (hereinafter referred to as the PELRA) to provide the terms and conditions of employment for the employees, as defined in Article III of this Agreement, during the duration of this Agreement.

### ARTICLE II RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: In accordance with the PELRA, the school district recognizes Education Minnesota, Intermediate School District 917, Local 3904 as the exclusive representative of employees employed by the school district, as defined in Article III of this Agreement, which exclusive representative shall have those rights and duties as prescribed by the PELRA and as described in the provisions of this Agreement.

Section 2. Appropriate Unit: The exclusive representative shall represent all of the employees of the school district as defined in this Agreement and in PELRA.

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

At the beginning of each school year, Local 3904 shall be credited with forty (40) hours to be used at the discretion of the Local for the purpose of conducting its duties as exclusive representative. Local 3904 has the option of purchasing additional days at the regular daily substitute employee rate of pay as agreed between the parties. In the case that a substitute employee is not hired, Local 3904 will be charged for any costs incurred by the school district

up to the regular daily substitute employee rate of pay. Local 3904's president will notify the superintendent of his/her designee at least three (3) working days prior to the date of intended leave. The superintendent may waive the three (3) day notice.

### ARTICLE III DEFINITIONS

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

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

Section 3. Other Terms: Terms not defined in this Agreement shall have those meanings as defined by the PELRA.

### ARTICLE IV EMPLOYEE RIGHTS

Section 1. Right to Views: Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any employee or his/her representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, as long as the same is not designed to and does not interfere with the full, faithful and proper performance of the duties of employment or circumvent the rights of Local 3904.

Section 2. Right to Join: Employees shall have the right to form and join labor or employee organizations and shall have the right not to form and join such organizations. Employees in

an appropriate unit shall have the right by secret ballot to designate an exclusive representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for such employees with the school board of such unit.

Section 3. Use of Communications Facilities: Local 3904 shall have the right to post notices of activities and matters of exclusive representative concern on designated bulletin boards in each school building site, in areas not normally accessible to students or the public.

Section 4. Use of School Buildings, Facilities, Equipment, and Inter-School Mail: Local 3904 shall have the right to usage of such school district buildings, equipment, facilities and inter-school mail as is permitted pursuant to school district policy, and under such conditions as set forth in school district policy.

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

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

## ARTICLE V SCHOOL BOARD RESPONSIBILITIES

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

Section 2. Effect of Laws, Rules and Regulations: The exclusive representative recognizes that all employees covered by this Agreement shall perform the teaching and nonteaching services prescribed by the school board and shall be governed by the laws of the State of Minnesota, and by school board rules, regulations, policies, directives, and orders issued by

properly designated officials of the school district. The exclusive representative also recognizes the right, obligation and duty of the school board and its duly designated officials to promulgate rules, regulations, policies, directives and orders from time to time as deemed necessary by the school board insofar as such rules, regulations, policies, directives and orders are not inconsistent with the terms of this Agreement and recognizes that the school board, all employees covered by this Agreement, and all provisions of this Agreement are subject to the laws of the State of Minnesota, Federal laws, rules and regulations and orders of the State and Federal governmental agencies. Any provisions of this Agreement found to be in violation of any such laws, rules, regulations, directives, or orders shall be null and void and without force and effect.

Section 3. Inherent Managerial Rights: The parties recognize that the school district is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel, and that all management rights and management functions not expressly delegated in this Agreement are reserved to the school district.

ARTICLE VI  
HOURS OF SERVICE - LENGTH OF SCHOOL YEAR

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

Section 2. Preparation time: Within a full-time student contact day an employee's schedule shall include a minimum of 45 minutes of daily preparation time. Preparation time will be scheduled in no less than 30-minute increments ~~except as noted in item A below and will adhere to Minnesota Statute 122A.50~~. Part-time instructional staff shall be assigned preparation time on a pro rata basis. ~~Preparation time will be accommodated in the following manner for DCALS staff:~~

a. \_\_\_\_\_ DCALS career\*  
~~and technical staff preparation time will be from 9:55 AM to 10:15 AM and 25 minutes before student contact and 25 minutes after student contact.~~

b. \_\_\_\_\_ DCALS  
~~alternative learning center staff will have a minimum of 45 minutes of preparation time identified within the daily schedule of student classes.~~

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

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

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

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

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

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

POSITION DUTY YEAR

- a. Dakota County Juvenile Services Center Employee: ~~(+Up to 222 days)-~~
  - i. The above mentioned teaching staff shall have the option of taking five (5) consecutive days as unpaid non-duty days during any school year. The administration will establish the procedures for requesting these days and the parameters to be used for approval.
- a-b. Licensed School Nurses: Up to 190 days

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

Section 8. Noninstructional and Nonsupervisory Duty: The District will at times need to ask a teacher to complete a task that is not directly related to classroom instruction, student supervision, or professional development. A good example of this type of a task is moving their instructional supplies and their professional equipment from one space to another. When an employee is directed to move from one space to another the following expectations will be followed:

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

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

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

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

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

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

salary adjustment reflecting the particular lesser number of duty days or duty hours for such employee.

Section 11. Calendar Development: Prior to establishing the calendar as provided in Section 5 hereof, the school district will convene a Calendar Development Committee. The school board will appoint three (3) administrators representing secondary and special education and one (1) school board member to the committee. Local 3904 will appoint four (4) members representing secondary and special education to the committee. The committee will develop calendar options for a common calendar for secondary and special education programs. The Calendar Development Committee's recommended options, including designated preparation time, will be presented for school board consideration at the April board meeting.

Section 12. Modifications in Calendar, Length of School Day:

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

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

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

ARTICLE VII  
BASIC SALARIES

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

Subd. 1. ~~2021-2022-2023~~ Rates of Pay: The wages and salaries reflected in Salary Schedule A, attached hereto, shall be effective for the ~~2021-2022-2023~~ school year, subject to the provisions of Subd. 3 hereof, and eligible employees shall be placed on the ~~15~~14-step ~~conversion~~ schedule as agreed upon between the bargaining unit and the District, at a salary greater than the employee's ~~current~~ salary, for the ~~2021-2022-2023~~ school year. ~~New non-degreed hires shall have~~

~~initial placement based upon training and experience. Due to step one (1) on the salary schedule being eliminated and the renumbering of the remaining fourteen (14) steps, employees shall remain on their current step, which acts as a step increase from the 2022-2023 school year. Employees on step fifteen (15) shall be placed on step fourteen (14) as that is now the highest step.~~

Subd. 2. ~~2022~~2024-~~2023~~2025 Rates of Pay: The wages and salaries reflected in Salary Schedule B, attached hereto, shall be effective for the ~~2022~~2024-~~2023~~2025 school year, subject to the provisions of Subd. 3 hereof, and eligible employees shall advance one step on the salary schedule for the ~~2022~~2024-~~2023~~2025 school year over their prior year's placement.

Subd. 3. Status of Salary Schedules: The salary schedules shall not be construed as a part of an employee's continuing contract. In the event a successor agreement is not entered into prior to July 1, ~~2023~~2025, an employee shall be compensated according to the ~~2022~~2024-~~2023~~2025 salary until such time that a successor agreement is executed.

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

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

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

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

Subd. 6. Step Advancement: ~~A teacher commencing work in a given school year prior to February 1 shall be entitled to step advancement in the following school year. A teacher commencing work after February 1 in a given school year shall be eligible for any modification in the step upon which the teacher is hired, but shall not be eligible for step advancement in the subsequent school year. Employees must be~~

~~employed in an assignment with a minimum of 740 hours in order to be eligible to receive a year of credit for purposes of step advancement.~~

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

- a. Grade and Credits: To apply on the salary schedule, all credits beyond the bachelor's degree must be graduate credits and carry a grade equivalent of B or higher. ~~If a course is offered only with a pass or no pass grade, such pass grade shall be deemed equivalent to a "B". The employee shall pay for the cost of the graduate credits, which shall not occur during student contact time in any case and shall not occur during the contract day unless pre-approved by the Superintendent or designee in their sole and unreviewable discretion.~~ Courses must include methods of direct contact between a college or university faculty person and the employee. Such methods can include e-mail, telepresence, blogs, etc.
- b. Prior Approval: All credit hours, in order to be considered for application on the salary schedule, must be approved by the superintendent or his/her designee in writing prior to the taking of the course. ~~The determination to grant or deny such credits shall not be subject to the grievance procedure, though pre-approval may not be unreasonably withheld.~~
- c. Advanced Degree Program: An employee shall be paid on the master's degree lane or specialist's degree lane only if the degree program is germane to the teaching assignment as approved by the superintendent or his/her designee and the degree program is approved in writing by the superintendent or his/her designee in advance.
- d. -Application: Credits to apply to lanes beyond a particular degree lane, must be earned subsequent to the earning of the degree, and must be taken at an accredited college or university.
- e. Exception: An employee must have a master's degree to advance to the MA or higher lane. However, in special circumstances where a traditional master's degree is not available or not applicable to the employee's assignment, the superintendent may, at his sole discretion, recognize supplemental credits amounting to a ~~BA-BA+~~40 to qualify for

placement on the master's degree lane. Such exception shall not apply beyond the MA lane. The exercise of the superintendent's discretion as provided herein is not subject to the arbitration step of the grievance procedure.

- f. Definition: Reference to credits in this section shall mean semester credits.
- g. Superintendent Review: In the event of a negative ruling by a designee on credit or degree request, upon request of the employee, the superintendent shall review such decision. The decision of the superintendent shall be final and shall not be subject to the grievance procedure.
- h. Effective Date: For the 2023-2024 school year, individual contracts will be modified to reflect qualified lane changes at the beginning of the school year or January 1 providing an official transcript of qualified credits is submitted to the ~~personnel~~ human resources office no later than September 15th or January 15th of each year. Credits submitted by transcript after September 15th or January 15th even though otherwise qualifying shall not be considered until the following period. If a transcript is not available by September 15th or January 15th, other satisfactory evidence of successful completion of the course will be accepted pending receipt of the official transcript; however, any pay adjustment shall not be made until the official transcript is received. No more than two lanes changed will be permitted in one fiscal year (July 1 to June 30).

Starting in the 2024-2025 school year and beyond, following graduate credit pre-approval and submission of the 'Lane Change Request Form,' individual contracts will be modified to reflect qualified lane changes one (1) time per school year (July 1 to June 30), where employees move no more than two lanes, provided an official transcript of qualified credits and all related required paperwork is submitted to the Human Resources department (HR@isd97.org). Retro-pay in alignment with the employee's new, approved lane placement will occur as soon as practicable and will be effective the first workday following the date the last graduate credit or degree was obtained. Lane change requests submitted after May 15 will be held and applied, if approved, at the beginning of the subsequent school year.

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- i. During negotiation years, when a contract is not in place, all requests for lane changes will be held and applied, if approved, after the contract is ratified but will be effective as listed in 'h' above.

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

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

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

e. Procedure when non-degreed employee receives degree.

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

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

- a. CEU course work must be approved by the appropriate professional association.
- b. Physical and Occupational Therapists, Audiologists, Mental Health Professionals, Speech Language Pathologists, and Licensed School Nurses will use the same form as teachers to request prior approval of credits (but in this case CEUs) to be used toward lane changes.
- c. CEUs applied to this subdivision must be paid for by the Physical and Occupational Therapists, Audiologists, Mental Health Professionals, Speech Language Pathologists, or Licensed School Nurses and not by the District.

d. Conversion of CEUs to graduate semester credits will be processed as follows:

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- i. Licensed School Nurses and Mental Health Professionals: 150 CEUs will equal 10 semester credits of graduate work.
- ii. School Social Workers with a Master's degree: 150 CEUs will equal 10 semester credits of graduate work.
- iii. Audiologists, Occupational Therapists, Physical Therapists, and Speech Language Pathologists: 15 CEUs will equal 10 semester credits of graduate work.
- a. ~~Fifteen (15) CEUs will equal one (1) semester credit of graduate work.~~

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b. e. Article VII, Section 1, Subd. 7, B, E, F, H and ~~H-I~~ shall also apply to CEU recognition consideration.

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

~~2021-2022 and 2022-2023~~

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

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

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

Section 4. Extra Duty Hours: An employee who is assigned, required, or has prior approval to continue working beyond the basic work week, outside the regular duty day or on non-duty days shall be considered as working extra duty hours. Extra duty hours could include, but are not limited to, training sessions, in-service attendance, or student intake meetings. Extra duty

hours will be compensated at the hourly rate pro rata of the employee's contract. One hour of extra duty will be equal to one hour of pay.

Section 5. Special Assignments: An employee who is assigned additional work or a project of benefit to the District or who represents the District shall be considered on special assignment. Special assignments could include, but are not limited to, curriculum planning, standards development, program planning/development, industry committee membership, or outside agency committee membership. Normal classroom preparation and other regular duties assigned to employees will not be considered special assignments. Special assignments will take place after the regular duty day and require pre-approval or assignment by a director. Compensation for special assignments will be at the hourly rate pro rata of the employee's contract. In the event that the District has secured a grant for some service or activity that provides for payment different from the special assignment rate specified herein, the rate specified by the grant shall control.

Section 6. Placement of New Employees:

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

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

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

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

Section 7. Travel Expense: Employees required by the school district to use their own vehicles in the performance of their duties shall be reimbursed for such travel pursuant to school district policy, which rate shall be not less than the State of Minnesota provides for state employees.

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

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

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

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

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

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

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

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

Those serving in the role of a school psychologist who are nationally certified (NCSP) will be awarded an annual stipend of \$1250 to help offset their additional expenses for national

certification through the National Association of School Psychologist or the American Psychological Association.

All additional certification stipends in this section will be paid annually on the last paycheck in May. Employees hired after January 1, who are eligible for the stipends outlined in this section, will receive half of the stipend amount.

ARTICLE VIII  
403B MATCHING CONTRIBUTION

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

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

Years of Continuous Employment in the District	<del>2024</del> <del>2023-2022</del> <del>2024</del> and <del>2022</del> <del>2024-2023</del> <del>2025</del>	
	1110+ hr/yr	550-1109 hr/yr
1 to 4	\$360	\$180
5 to 9	\$860	\$430
10 to 15	\$1,060	\$530
16 to 20	\$1,260	\$630
21+	\$1,460	\$730

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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 employee to participate in the 403(b) matching contribution plan.

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

Section 5. Matching Requirement: The school district's contribution, in any event, shall not exceed the employee's matching contribution within the limitations of this Article.

Section 6: Approved Vendors: A list of district-approved vendors will be made available on the district website.

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

~~Ameriprise Financial Services, Inc.  
403(b) only~~

~~Educators Financial Services, Inc (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 67454~~

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

~~Minnesota Deferred Comp. Plan  
457 only~~

~~Horace Mann Life Insurance  
403(b) only~~

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

## ARTICLE IX GROUP INSURANCE

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

Section 2. Health and Hospitalization Insurance:

Subd. 1. Individual Coverage: The school district, effective January 1, ~~2022~~2024, shall contribute a sum not to exceed \$595 per month toward the cost of the premium for individual coverage for each eligible employee employed by the school district who qualifies for and is enrolled in the school district's health and hospitalization plan. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction. This subdivision shall not apply to those eligible employees who select coverage under the high deductible health plan described in Subdivision 3. Effective January 1, ~~2023~~2025, the school district shall contribute a sum not to exceed \$595 per month toward the cost of the premium for individual coverage for each eligible employee employed by the school district who qualifies for and is enrolled in the school district's health and hospitalization plan. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction. This subdivision shall not apply to those eligible employees who select coverage under the high deductible health plan described in Subdivision 3.

Subd. 2. Family Coverage: The school district, effective January 1, ~~2022~~2024, shall contribute a sum not to exceed \$1435 per month toward the cost of the premium for family coverage for each eligible employee employed by the school district who qualifies for and is enrolled in the school district's health and hospitalization plan and who qualifies for family coverage. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction. This subdivision shall not apply to those eligible employees who select coverage under the high deductible health plan described in Subdivision 4. Effective January 1, ~~2023~~2025, the school district shall contribute a sum not to exceed \$1435 per month toward the cost of the premium for family coverage for each eligible employee employed by the school district who qualifies for and is enrolled in the school district's health and hospitalization plan and who qualifies for family coverage. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction. This subdivision shall not apply to those eligible employees who select coverage under the high deductible health plan described in Subdivision 4.

Subd. 3. -Individual High Deductible Coverage:

(a) Eligible employees shall have the option of enrolling in a high deductible coverage option of the school district's health and hospitalization plan. The high deductible coverage shall be a qualified high deductible health plan within the meaning of Section 223 of the Internal Revenue Code of 1986, as amended from time to time. Each eligible employee enrolled in the high deductible coverage shall be eligible for a contribution to a health savings account ("HSA") of such employee in accordance with the Intermediate School District No. 917 Flex Choice Plan (the "Flex Choice Plan"). Effective January 1, ~~2022~~2024, 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 \$~~755775~~. Effective, January 1, ~~2023~~2025, 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 \$~~775780~~.

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

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

Subd. 4.- Family High Deductible Coverage:

(a) Eligible employees shall have the option of enrolling in a high deductible coverage option of the school district's health and hospitalization plan. The high deductible coverage shall be a qualified high deductible health plan within the meaning of Section 223 of the Internal Revenue Code of 1986, as amended from time to time. Each eligible employee enrolled in the high deductible coverage shall be eligible for a contribution to a health savings account ("HSA") of such employee in accordance with the Intermediate School District No. 917 Flex Choice Plan (the "Flex Choice Plan"). Effective January 1, ~~2022~~2024, the total monthly contribution by the school district toward the cost of the premium of the high deductible

coverage, the HSA contribution, and the HSA administrative fees attributable to such eligible employee shall not exceed \$1600. Effective, January 1, ~~2023~~2025, 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 \$~~4600~~1800.

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

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

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

Section 3. Dental Insurance:

Subd. 1. Individual Coverage: The school district, effective, January 1, ~~2022~~2024, shall contribute a sum not to exceed \$56 per month toward the cost of the premium for such individual coverage for each eligible employee employed by the school district who qualifies for and is enrolled in the school district's dental insurance plan.

Any additional cost of the premium, shall be borne by the employee and paid by payroll deduction.

Subd. 2. Family Coverage: The school district, effective January 1, ~~2022~~2024, shall contribute a sum not to exceed \$124 per month toward the cost of the premium for family coverage for each eligible employee employed by the school district who qualifies for and is enrolled in the school district's dental insurance plan and who qualifies for family coverage. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.

Section 4. Group Income Protection: The school district will pay each month the premium for income protection insurance for each eligible employee. The income protection plan shall include the following:

- a. Benefits begin after ninety (90) calendar days of total disability.
- b. The monthly income benefit shall be 66-2/3 percent of basic monthly earnings (exclusive of any additional compensation from this District or any other source).

Section 5. Life Insurance: The school district will pay the life insurance premium for a \$100,000 term life insurance policy for each eligible employee. The value of this benefit will be included in the employee's taxable income as required by the Internal Revenue Code Section 79.

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

Section 7. Duration of Insurance Contribution: An employee is eligible for school district contributions as provided in this Article as long as the employee is employed by the school district. Upon termination of employment, all district participation and contribution shall cease, except as otherwise provided by law. Employees who work the full school year and resign

effective at the end of the school year or are placed on unrequested leave of absence effective at the end of the school year, shall be eligible for school district contribution as provided in this article through the following August 31<sup>st</sup>.

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

ARTICLE X  
LEAVES OF ABSENCE

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

Subd. 1. Full-Time Employees: All full-time employees ~~as defined in Article III, Section 2 working under this contract at eight (8) hours per day/40 hours per week, shall be credited with thirteen (13) days of Personal Time Off (PTO) per contract school year, ten (10 of which (i.e. 80 hours) may be used in accordance with Minnesota State Statute 181.9445 through 181.9448 that outlines mandatory Earned Sick & Safe Time for Minnesota employers. The credit PTO shall be made frontloaded at the beginning of each school year. Part-time and job share employees shall accrue PTO days on a pro-rata basis.~~ Employees who take medical or parental leave of absence, under this article, shall retain all their ~~number of PTO and sick leave days up to the date of the employee's leave for use during the employee's leave of absence and accrual will continue so long as the employee is using paid leave. No additional PTO days shall accrue for the period of time that the employee is on unpaid leave. If an employee leaves the District having used more PTO days than he/she earned, the District shall reduce the employee's final paycheck for any unearned PTO days on a pro-rata basis.~~

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Subd. 2. Part-Time and Job Share Employees: ~~Part-time and job share employees working 0.8 FTE or more will be frontloaded their PTO at the beginning of the year, which will prorated from thirteen (13) days at a minimum of 80 hours. 80 hours of their prorated, frontloaded PTO may be used in accordance with Minnesota State Statute 181.9445 through 181.9448 that outlines mandatory Earned Sick & Safe Time for Minnesota employers.~~

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Part-time and job share employees working less than 0.8 FTE will accrue PTO days on a pro-rata basis based on the employee's total hours worked compared to a full-time employee, which may all be used in accordance with Minnesota State Statute 181.9445 through 181.9448 that outlines mandatory Earned Sick & Safe Time for

Minnesota employers. Employees who take medical or parental leave of absence, under this article, shall retain all their PTO.

Subd. 3. For the purposes of consistency of contracts and policies referring to paid time off, such as time off allotted for illness or medical/dental appointments, as "leave" types, time off aligned with Minnesota's Earned Sick and Safe Time statutes shall be referred to as "Earned Sick and Safe Leave" or "ESSL."

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Subd. 24. At the end of each contract year, unused paid leave days (PTO and/or sick leave) days will be processed as follows:

a. a. An employee's unused PTO hours will be rolled into a sick leave bank.

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b. If an employee's accrued sick leave balance equals forty-five (45) unused sick leave days or more as of the end of the contract year, then five (5) unused PTO days will be sold back at the rate of two hundred (\$200) per day (part-time employees will be prorated based on hours worked per week with 40 hours as the basis for full time). Any remaining PTO days beyond the five (5) days sold back will be added to each employee's previously accrued sick leave balance, except as provided below. In the event a PTO sell back is required under this paragraph and the employee's unused PTO balance at the end of the contract year is less than five (5) days, the amount of PTO sold will be equal to the employee's accrued PTO balance. Returning employees shall receive the monies for their PTO sell back on their end-of-August paycheck, following the conclusion of the school year, except for retiree employees, who shall receive the monies on the middle-of-June paycheck.

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c. b. Employees hired prior to December 1 of the given contract year, who have used five (5) or less PTO days at the end of each contract year shall receive a District contribution of two hundred dollars (\$200) in their name to the Minnesota State Retirement System (MSRS) Health Care Savings Plan. This contribution shall correspond with the end-of-August paycheck for returning employees, following the conclusion of the school year, except for retiree employees, whose contribution shall correspond with the middle-of-June paycheck.

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c. Employees who use six (6) or less PTO days at the end of each contract year are eligible to be granted up to five (5) consecutive days of PTO leave in the next school year. This option may not be granted in consecutive school years.

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Subd. 35. The first three (3) days used for illness each contract year will be deducted from that year's PTO days. Subsequent days used for illness will be

~~deducted from an employee's accrued sick leave balance unless the employee wishes to have them taken from the current year's PTO days. An employee may use their ten (10) PTO days allotted for ESSL in accordance with the state statute. PTO and accumulated sick leave may be used by employees for illness of the employee, and the employee's child under 18, and/or the employee's parent or parent-in-law. For purposes of this subdivision, "child" includes stepchild, grandchild, biological, adopted, and foster child. For purposes of this subdivision, "parent" includes stepparent, biological, and adoptive parent. The employee may also use PTO days and accumulated sick leave not to exceed twenty (20) days per 12-month period for illness of or injury to the employee's adult child, spouse, sibling, parent, grandparent, parent-in-law, or stepparent. In extenuating circumstances, an employee may make an additional request for use of Accumulated Sick Leave to the Superintendent/designee. Should the employee and their circumstance qualify for Family Medical Leave Act protection, the employee may be eligible for time-off beyond the twenty (20) days noted herein per the Family Medical Leave Act and the district leave policies.~~

Subd. 46. After three (3) consecutive days of absence due to illness, or when there is probable cause to support the belief that an employee is misrepresenting the use of leave for illness, the District may require an employee to furnish a medical certificate from the attending ~~physician-medical provider~~ indicating such absence was due to illness or disability. Requests for documentation following the use of ESSL will adhere to state statute. The District may require certification by the attending ~~physician-medical provider~~ stating that the employee is in good health and able to resume the employee's duties upon return. In the event that a medical certification will be required, the employee will be so advised.

Subd. 57. In addition to other leaves and benefits provided for in this Continuing Bargaining Agreement, employees may take leaves under the provisions of all applicable state and federal laws, including the Family and Medical Leave Act. FMLA leaves shall run concurrently with any of the other leaves provided for in this Continuing Bargaining Agreement. Nothing in this contract shall be interpreted to diminish any benefit provided for in law, including those provided in the FMLA.

Subd. 68. To use PTO days without giving a reason for the absence, the employee must give at least a three (3) day notice and receive preapproval from their program administrator and the approving administrator will consider the safety and operational continuity of the program. In circumstances when the program cannot be safely and effectively operated without the employee, the program administrator may deny the request for use of PTO.

~~For reasons of~~ A three (3)-day notice is not needed for ESSL, illness, or bereavement, a three-day notice is not required unless the use is for foreseeable reasons, such as planned medical or dental appointments.

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

Subd. 79. PTO shall be granted in ~~one quarter-hour (0.25) increments when no substitute is needed. If a substitute is needed, PTO shall be granted in ½ day or four-hour increments. Supervisors shall not approve requests for the use of PTO days typically shall not be granted for on~~ the day preceding or the day following ~~holidays, vacation periods, Minnesota Educators' Academy (MEA) break, the long weekend that includes the fourth (4<sup>th</sup>) Thursday in November, winter break, or spring break, conference days or in-service/workshop days,~~ and the first ten (10) and the last ten (10) student contact days of the school year except for reasons of ESSL, illness, or bereavement. ~~PTO days shall not be granted during parent conference days or in-service days except for reasons of illness or bereavement.~~ PTO requests may be denied on a particular day if other employees in the same unit or educational site have already been granted PTO leave which would be disruptive to the functioning of the particular program. In addition, PTO will not be approved on any day for which the number of teachers at a building site requesting the use of PTO exceeds the number needed to safely and effectively operate the program.

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Any Requests for exceptions to the expectations herein require the approval of the superintendent or their designee through a review process. Employees seeking exceptions in order to use PTO during the restricted periods listed above must reach out to the Director of Human Resources.

Subd. 810. No more than three (3) consecutive PTO days may be granted except for childbirth, adoption, absence due to extended illness, ESSL, or bereavement, though extended absences must adhere to the leave of absence request process outlined in district policies, and as described in Section 1, subd. 2.c.

Employees who worked a full school year and used six (6) or less PTO days during that previous school year are eligible to be granted up to five (5) consecutive days of PTO leave in the next school year.

Subd. 911. An employee who is entitled to PTO leave pay, or has accumulated sick leave, who is then receiving Worker's Compensation, may not be paid PTO leave pay in an amount greater than the difference between such Worker's Compensation and the employee's basic salary. Under such circumstances, only that fraction of a

PTO leave day not covered by Worker's Compensation insurance shall be deducted from accrued leave.

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

~~Subd. 412. A student related injury workers' compensation paid leave bank has been established by the District. The leave bank shall be administered by the President of the Association and the Superintendent. The student related injury workers' compensation paid leave bank shall be used for requests from unit members for up to three (3) days of pay if the injury is of such duration that it does not provide for a Minnesota Workers' compensation wage loss benefit. Requests for use of paid leave from the bank must be made to the President of the Association and the Superintendent will not be done on the absence tracking system but will be made on the Employee Absence Report Form on the ISD 917 website in the section: For 917 Staff; District Forms; District Business, and Employee Forms. Eligibility decisions are not subject to the grievance procedures.~~

~~Subd. 4213. Employees who are assigned to an extended contract under Article VI, Section 7, Extended Duty Days for the Juvenile Service Center (JSC), shall earn additional PTO leave days on a pro rata basis consistent with the number of additional days of assignment. The calculation of additional days will be based upon the actual days worked in the preceding school year (July 1 through June 30). The additional PTO leave days earned will accrue to the employee in the following year. Additional time will be calculated to the closest ½ day, rounded up.~~

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

## Section 2. Medical Leave

~~Subd. 1. Personal Medical Leave of Absence: An employee who is unable to work because of a personal illness or disability may, upon written request to human~~

resources per procedure outlined on the School District's website, be granted a medical leave of absence. Such leave shall run concurrently, that is at the same time, with Family Medical Leave Act (FMLA) provisions, if the employee is eligible under FMLA as noted in subdivision two (2) of this section. The employee's accrued paid leave must be exhausted before the employee transitions to an unpaid personal medical leave of absence.

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

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

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

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

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

Subd. 5. Returning from Medical Leave: An employee on a medical leave of absence under this Section must notify human resources or his/her administrative designee in writing, at least one (1) week prior to his/her intention to return from leave.

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

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

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

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

### Section 3. Parental Leave

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

should the leave be an FMLA-qualified leave of absence.

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

Subd. 3. Returning from Parental Leave: For partial school year leaves, an employee on a parental leave of absence under this Section must confirm with human resources his/her intention to return from parental leave at least two (2) weeks prior to his/her approved leave end date. For full school-year leaves, an employee on a parental leave of absence under this Section must confirm with human resources or his/her administrative designee in writing, his/her intention to return from parental leave in August of the next school year by April 1 of the leave school year.

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

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

Subd. 5. The School District may adjust the proposed beginning or end date of a parental leave to coincide with a natural break in the school year.

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

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

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

reimbursement for said expenses.

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

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

#### Section 5. General Unpaid Personal Leave

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

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

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

Subd. 3. An employee on an approved general leave of absence for a full school year or the spring semester of the school year, shall notify the Superintendent in writing of his/her intention to return for the upcoming school year no later than April 1 of the leave school year. For leaves that do not end at the conclusion of a school year, an employee on a general leave of absence under this Section must notify the Superintendent in writing, of his/her intention to return from general leave at least one (1) month prior to his/her approved leave end date.

#### Section 6. Insurance Implications

Subd. 1. Qualified FMLA Leaves: An employee on a leave under this article that qualifies per the Family Medical Leave Act (FMLA) is eligible to continue to participate in group insurance programs, if permitted under the insurance policy

provisions, and shall continue to pay the employee contribution to the insurance premium for any month during which the FMLA-qualified leave falls.

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

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

#### Section 7. Accrued Benefits:

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

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

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

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

ARTICLE XI  
UNREQUESTED LEAVE OF ABSENCE

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

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

Section 2. Definitions:

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

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

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

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

Section 3. Application:

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

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

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

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

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

Section 4. Unrequested Leave of Absence:

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

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

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

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

Subd. 3. An employee who has acquired continuing contract rights must not be placed on unrequested leave while Tier 1-licensed, Tier 2-licensed, or probationary teachers are retained in positions for which the teacher who has acquired continuing contract rights is licensed. Tier 3 and 4 continuing contract teachers shall be placed on unrequested leave of absence in inverse order of seniority providing the

operation of inverse seniority order leaves remaining employees licensed and qualified as provided in Section 2 hereof to be assigned to the programs and course offerings of the school district. In the event of a staff reduction where the inverse operation of seniority would result in the remaining employees not being licensed or qualified as provided in Section 2 hereof for assignment to school district programs, the school district may deviate from inverse seniority and retain either junior or probationary employees in such number as necessary to staff said programs with licensed and qualified employees as defined in Section 2 hereof.

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

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

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

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

#### Section 5. Reinstatement:

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

Subd. 2. When placed on unrequested leave, an employee shall file with the school district personnel office his/her name and address to which any notice of reinstatement or availability of position shall be mailed by certified mail. Proof of

service by the person in the school district depositing in the mail such notice to the employee at the last known address shall be sufficient and it shall be the responsibility of any employee on unrequested leave to provide for forwarding of mail or for address changes. Failure of a notice to reach an employee shall not be the responsibility of the school district if any notice has been mailed as provided herein.

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

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

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

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

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

## ARTICLE XII

## EMPLOYEE SUPERVISION

### Section 1. Employee Improvement Plans

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

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

Subd. 3. All employee improvement plans will be placed in the employee's personnel file along with any notations as to the employee's progress in improving performance.

### Section 2. Employee Discipline

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

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

- (a) Oral Reprimand. Oral reprimands may be issued to employees in the event of relatively minor infractions. Oral reprimands shall not be grievable under Article XIII of this Agreement.
- (b) Written Reprimand. Written reprimands (Notices of Deficiency) may be issued by the school district for more serious misconduct or when oral warnings have not corrected the employee's behavior or performance. Written reprimands will be placed in the employee's file. Employees may

respond in writing to written reprimands and such responses shall be placed in the employee's personnel file. Written reprimands are grievable under Article XIII of this Agreement. The standards of review are whether or not any material in the employee's personnel file is false or inaccurate or is without just cause. Any material found through the grievance procedure to be false or inaccurate or without just cause shall be expunged from the employee's file.

Subd. 3. Suspension.

- (a) An employee may be suspended without pay for grounds as described in Minn. Stat. § 122A.40, Subd. 9(a) through (d) or Minn. Stat. § 122A.40, Subd. 13(1) through (6). Any suspension is subject to the grievance procedure under Article XIII of this Agreement.
- (b) Suspension shall take effect upon written notification from the Superintendent of Schools or designated administrator to the employee stating the grounds for suspension. The employee shall have the right to invoke the grievance procedures set forth in Article XIII of this Agreement at the arbitration level provided written notification requesting arbitration is received by the superintendent within fifteen (15) days after receipt of the written notice of suspension.
- (c) The suspension shall take effect upon receipt by the employee of the written notice of suspension or shall take effect as otherwise indicated in the written notice of suspension. The suspension shall continue in effect for the time period provided in the written notice or as otherwise decided by the school board, but not to exceed a period of thirty (30) teaching days.

ARTICLE XIII  
GRIEVANCE PROCEDURE

Section 1. Definition: A "grievance" shall mean an allegation by an employee(s) resulting in a dispute or disagreement between the employee(s) and the school district as to the interpretation or application of terms and conditions of employment as contained in this Agreement. More than one employee may be on a single grievance if the allegation involves a common set of facts and a common claim.

Section 2. Representative: The employee(s) or school district may be represented during any step of the procedure by any person or agent designated by such party to act in his/her behalf.

Section 3. Definitions and Interpretations:

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

Subd. 2. Days: Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as all weekdays not designated as holidays by state law or by the school calendar.

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

Subd. 4. Filing and Postmark: The filing or service of any notice or document herein shall be timely if it bears a postmark of the United States mail within the time period.

Section 4. Time Limitation and Waiver: Grievances shall not be valid for consideration unless the grievance is submitted in writing to the school district setting forth the facts and the particular relief sought within fifteen (15) days after the date of the event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the employee(s) and the school board designee, and if informally resolved such resolution of the alleged grievance shall be evidenced by a written statement executed by the employee(s) and the school board designee.

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

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

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

Section 6. School Board Review: The school board reserves the right to review any decision issued under Level I or Level II of this procedure at its own instance, provided the school district provides written notice within ten (10) working days after a decision in Level I or Level II has been rendered. At its option, the school board may also review a grievance at the written request of the grievant, providing such written request is made within ten (10) working days after receipt of the Level II decision. In the event the school board determines to review a grievance, it shall hold a hearing and issue a decision within twenty (20) working days after the written notice by the school district or within twenty (20) working days after receipt of the request for review by the grievant. Local 3904 shall receive written advance notice as to the date of said hearing. In the event of such review, the school board reserves the right to affirm, reverse or modify such decision. At the option of the school board, a committee or representative(s) of the school board may be designated by the school board to hear the appeal at this level and report its findings and recommendations to the school board.

Section 7. Denial of Grievance: Failure by the school district or its representative to issue a decision within the time periods provided herein shall constitute a denial of the grievance and the employee(s) may appeal it to the next level.

Section 8. Arbitration Procedures: In the event that the employee(s) and the school district are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein:

Subd. 1. Request: A request to submit a grievance to arbitration must be in writing signed by the aggrieved party, and such request must be filed in the office of the superintendent within twelve (12) days following the decision of the school board in Section 6, or within twelve (12) days following notice that the school board has elected not to review the matter.

Subd. 2. Prior Procedure Required: No grievance shall be considered by the arbitrator which has not been first duly processed in accordance with the grievance procedure and appeal provisions, unless the parties have mutually agreed to a waiver of step(s).

Subd. 3. Selection of Arbitrator: Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within ten (10) days after the request to

arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the BMS to appoint an arbitrator, pursuant to PELRA, providing such request is made within twenty (20) days after request for arbitration. The request shall ask that the appointment be made within thirty (30) days after the receipt of said request. Failure to request an arbitrator from the BMS within the time periods provided herein shall constitute a waiver of the grievance.

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

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

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

Subd. 7. Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly brought before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written Agreement, nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein.

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

Section 10. Election of Remedies and Waiver: A party instituting any action, proceeding or complaint in a federal or state court of law, or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this Article. Upon instituting a proceeding in another forum as outlined herein, the employee(s) shall waive his/her right to initiate a grievance pursuant to this Article, or, if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived. This section shall not apply to actions to compel arbitration as provided in this Agreement or to enforce the award of an arbitrator.

#### ARTICLE XIV MEET AND CONFER

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

##### Section 2. Meet and Confer Meetings:

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

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

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

##### Section 3. Itinerant Employee Schedules

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

- a. The Meet and Confer representatives may review the employee schedule details and recommend solution options for District consideration or the Meet and Confer representatives may refer the disagreement to a professional panel for recommendations of solution options for District consideration. The professional panel will be appointed by the Meet and Confer representatives and will consist of

one Assistant Special Education Director (not the supervisor of the employee), one employee who also works in the same program, and one board member from the Personnel Committee. The Superintendent will be an ex-officio member of the professional review panel to assist in scheduling meetings and gathering background information for the review.

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

ARTICLE XV  
VACANCIES AND POSTING

Section 1. Publishing of Notices of Vacancy:

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

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

Section 2. Transfers - Involuntary:

Subd. 1. Notice of involuntary transfer shall be given to the employees of the department involved as soon as practicable. A list of open teaching positions in the school district shall be made available to all employees being involuntarily transferred or reassigned. Such employees may apply for positions, in order of preference, to which they desire to be transferred.

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

Section 3. Decision:

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

Subd. 2. Staff not selected for vacant or open positions or staff being involuntarily reassigned shall upon written request be afforded an opportunity to meet with the Superintendent regarding such decision.

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

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

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

#### ARTICLE XVI SEVERANCE/RETIREMENT

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

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

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

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

Section 5. Method of Pay-out:

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

Section 6. Notice: To be eligible for the benefits of this section, unless waived by the school district, an employee must notify the school district no later than March 1 of the intention to resign at the conclusion of the school year.

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## ARTICLE XVII DURATION

Section 1. Term and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing on July 1, ~~2021~~2023, through June 30, ~~2023~~2025, and thereafter pursuant to PELRA. If either party desires to modify or amend this Agreement commencing July 1, ~~2023~~2025, it shall give written notice of such intent no later than May 1, ~~2023~~2025. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 days prior to the expiration of this Agreement.

Section 2. Effect: This Agreement constitutes the full and complete Agreement between the school board and the exclusive representative representing the employees of the school district. The provisions herein relating to terms and conditions of employment supersede any and all prior agreements, resolutions, practices, school district policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

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

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

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

Education Minnesota  
Intermediate School District 917  
Local 3904

Intermediate School District No. 917

\_\_\_\_\_  
President

\_\_\_\_\_  
Chair

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

\_\_\_\_\_  
Clerk

Dated: January 49, ~~2022~~2024

Dated: January 49, ~~2022~~2024

**Intermediate School District 917  
Salary Schedule A  
2021-2023-2022-2024**

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

		<i>Range 1</i>	<i>Range 2</i>	<i>Range 3</i>	<i>Range 4</i>	<i>Range 5</i>	<i>Range 6</i>	<i>Range 7</i>	<i>Range 8</i>	<i>Range 9</i>
Old/Previous Step from 2022-2023	New Step	BA	BA+10	BA+20	BA+30	MA	MA+10	MA+20	MA+30	MA+40 or SP
1	NA	46,147	47,378	48,610	49,843	51,186	52,531	53,874	55,218	56,563
2	1	47,655	48,929	50,206	51,481	52,872	54,263	55,653	57,045	58,436
3	2	49,217	50,537	51,857	53,177	54,617	56,056	57,496	58,935	60,377
4	3	50,834	52,200	53,567	54,932	56,422	57,912	59,403	60,892	62,383
5	4	52,508	53,920	55,336	56,748	58,291	59,833	61,376	62,918	64,461
6	5	54,487	55,957	57,428	58,898	60,502	62,105	63,710	65,314	66,918
7	6	56,545	58,074	59,605	61,132	62,802	64,468	66,137	67,805	69,367
8	7	58,686	60,276	61,867	63,458	65,192	66,927	68,662	70,396	72,131
9	8	58,980	60,578	64,220	65,875	67,679	69,483	71,287	73,091	74,897

<u>10</u>	<u>9</u>	<u>59,275</u>	<u>60,880</u>	<u>66,669</u>	<u>68,388</u>	<u>70,264</u>	<u>72,141</u>	<u>74,018</u>	<u>75,895</u>	<u>77,771</u>
<u>11</u>	<u>10</u>	<u>59,571</u>	<u>61,185</u>	<u>69,533</u>	<u>71,331</u>	<u>73,291</u>	<u>75,251</u>	<u>77,213</u>	<u>79,173</u>	<u>81,135</u>
<u>12</u>	<u>11</u>	<u>59,869</u>	<u>61,491</u>	<u>72,526</u>	<u>74,404</u>	<u>76,454</u>	<u>78,502</u>	<u>80,552</u>	<u>82,601</u>	<u>84,650</u>
<u>13</u>	<u>12</u>	<u>60,168</u>	<u>61,798</u>	<u>75,654</u>	<u>77,616</u>	<u>79,758</u>	<u>81,899</u>	<u>84,040</u>	<u>86,182</u>	<u>88,323</u>
<u>14</u>	<u>13</u>	<u>60,469</u>	<u>62,107</u>	<u>76,033</u>	<u>78,004</u>	<u>83,594</u>	<u>85,844</u>	<u>88,092</u>	<u>90,340</u>	<u>92,587</u>
<u>15</u>	<u>14</u>	<u>60,771</u>	<u>62,418</u>	<u>76,413</u>	<u>78,394</u>	<u>87,623</u>	<u>89,983</u>	<u>92,344</u>	<u>94,706</u>	<u>97,067</u>

**Intermediate School District 917  
Salary Schedule B  
~~2022~~2024-20232025**

	<i>Range 1</i>	<i>Range 2</i>	<i>Range 3</i>	<i>Range 4</i>	<i>Range 5</i>	<i>Range 6</i>	<i>Range 7</i>	<i>Range 8</i>	<i>Range 9</i>
Step	BA	BA+10	BA+20	BA+30	MA	MA+10	MA+20	MA+30	MA+40 or SP
1	42,582	43,783	44,985	46,188	47,499	48,811	50,121	51,432	52,744
2	44,054	45,297	46,542	47,786	49,143	50,500	51,857	53,215	54,572
3	45,578	46,866	48,153	49,441	50,846	52,250	53,655	55,059	56,465
4	47,155	48,488	49,821	51,153	52,607	54,060	55,515	56,968	58,422
5	48,788	50,166	51,547	52,925	54,430	55,935	57,440	58,944	60,450
6	50,719	52,153	53,588	55,022	56,587	58,151	59,717	61,282	62,847
7	52,727	54,219	55,712	57,202	58,834	60,457	62,085	63,712	65,236
8	54,816	56,367	57,919	59,471	61,163	62,856	64,548	66,240	67,933
9	54,816	56,367	60,215	61,829	63,589	65,349	67,109	68,869	70,631
10	54,816	56,367	62,604	64,281	66,114	67,942	69,774	71,605	73,435
11	54,816	56,367	65,398	67,152	69,064	70,977	72,891	74,803	76,717
12	54,816	56,367	68,318	70,150	72,150	74,148	76,148	78,147	80,146
13	54,816	56,367	71,370	73,284	75,374	77,462	79,551	81,641	83,730
14	54,816	56,367	71,370	73,284	79,116	81,311	83,504	85,698	87,890
15	54,816	56,367	71,370	73,284	83,047	85,349	87,653	89,957	92,260

	<i>Range 1</i>	<i>Range 2</i>	<i>Range 3</i>	<i>Range 4</i>	<i>Range 5</i>	<i>Range 6</i>	<i>Range 7</i>	<i>Range 8</i>	<i>Range 9</i>
Step	BA	BA+10	BA+20	BA+30	MA	MA+10	MA+20	MA+30	MA+40 or SP
1	50,038	51,376	52,716	54,055	55,515	56,976	58,436	59,898	61,358
2	51,678	53,063	54,450	55,836	57,348	58,859	60,371	61,882	63,395
3	53,376	54,810	56,245	57,678	59,243	60,807	62,373	63,937	65,502
4	55,133	56,616	58,102	59,586	61,205	62,825	64,445	66,063	67,684
5	57,211	58,755	60,299	61,842	63,527	65,210	66,895	68,580	70,264
6	59,372	60,978	62,585	64,189	65,942	67,692	69,444	71,195	72,835
7	61,621	63,290	64,960	66,631	68,452	70,274	72,095	73,916	75,738
8	61,929	63,606	67,431	69,168	71,063	72,957	74,851	76,745	78,642
9	62,238	63,924	70,003	71,807	73,777	75,748	77,719	79,690	81,659
10	62,550	64,244	73,010	74,897	76,955	79,014	81,074	83,132	85,192
11	62,862	64,565	76,152	78,124	80,276	82,427	84,579	86,731	88,882

<u>12</u>	<u>63,177</u>	<u>64,888</u>	<u>79,437</u>	<u>81,497</u>	<u>83,746</u>	<u>85,993</u>	<u>88,242</u>	<u>90,491</u>	<u>92,739</u>
<u>13</u>	<u>63,493</u>	<u>65,213</u>	<u>79,834</u>	<u>81,904</u>	<u>87,774</u>	<u>90,136</u>	<u>92,496</u>	<u>94,857</u>	<u>97,217</u>
<u>14</u>	<u>63,810</u>	<u>65,539</u>	<u>80,233</u>	<u>82,314</u>	<u>92,004</u>	<u>94,482</u>	<u>96,962</u>	<u>99,441</u>	<u>101,920</u>

**ATTACHMENT C**

GRIEVANCE REPORT FORM  
INTERMEDIATE SCHOOL DISTRICT NO. 917

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

Date Grievance Occurred:

Statement of the Facts:

Specific Provisions of Agreement Allegedly Violated:

Particular Relief Sought:

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

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

**ATTACHMENT D**

**Memorandum of Understanding:  
Retirement Benefits for Qualifying Employees**

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

Full time ~~active member~~ employees working under the ~~of~~ Local 3904 contract, who have completed fifteen (15) years of continuous service with ISD 917, who are at least 55 years of age, and who are eligible for Teachers Retirement Association (TRA) retirement benefits shall be eligible for a \$7,500 deposit into the retiring employees' MSRS Post-Retirement Health Care Savings Plan. This benefit is available to qualifying employees in fiscal years 2022-2024 and 2023-2025.

In order to be eligible for the retirement incentive, qualifying employees, must submit a letter of retirement to the Human Resources Office (HR@isd917.org) by 4:00 PM on April 1, 2022-2024 or 2023-2025.

The parties intend that this MOU be subject to the grievance procedure outlined in Article XIII of the 2021-2023-2025 Contract.

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

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

INTERMEDIATE SCHOOL  
DISTRICT NO. 917

\_\_\_\_\_  
President

\_\_\_\_\_  
Chair

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

\_\_\_\_\_  
Clerk

Dated: January 49, 2022—2024

Dated: January 49, 2022-2024

## ATTACHMENT E

### ~~LETTER OF UNDERSTANDING~~ **Memorandum of Understanding: Mentors and Cognitive Coaches**

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

1. The School District and Local 3904 are parties to a collective bargaining agreement governing terms and conditions of employment for employees covering the period July 1, ~~2024~~2023, through June 30, ~~2023~~2025.
2. To comply with the provisions of Minn. Stat. 122A.40, subdivision 8 relating to peer review, the parties hereby agree as follows in sustaining a peer review program:

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

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

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

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

employees' supervisor. The mentor coach will receive a \$500 stipend for the first year and \$400 stipend for the second year for each probationary ~~teacher~~ employee mentored. The cognitive coach will receive a \$300 stipend for each probationary employee coached in their first and second year ~~will be paid at their hourly rate not to exceed \$500 for a first-year teacher and not to exceed \$400 for a second-year teacher. The cognitive coach will submit timesheets for hours engaged in cognitive coaching with each probationary teacher assigned to them.~~

5. Both the mentor's and cognitive coach's stipend will be prorated on a quarterly basis should the probationary employee start or leave mid-year or not work for an extended period of time, such as while on a leave of absence. Stipends in this MOU will be paid annually on the last paycheck in May.

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

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Section 4. Peer Review for Continuing Contract Employees: Continuing contract employees will pair with a continuing contract employee for peer review during the three-year review cycle each of the two (2) years in the cycle not reviewed by a qualified and trained reviewer.

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

EDUCATION MINNESOTA,  
INTERMEDIATE SCHOOL DISTRICT  
917, LOCAL 3904

INTERMEDIATE SCHOOL  
DISTRICT NO. 917

\_\_\_\_\_  
President

\_\_\_\_\_  
Chair

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

\_\_\_\_\_  
Clerk

Dated: January 49, 2022—2024

Dated: January 49, 20222024

**ATTACHMENT F**

**Memorandum of Understanding**

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

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

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

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

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

~~Education Minnesota \_\_\_\_\_ Intermediate School District 917  
Intermediate School District #917  
Local 3904~~

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

~~\_\_\_\_\_  
Employee Negotiator \_\_\_\_\_ Clerk~~

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

**ATTACHMENT GE**

**EDUCATOR DEVELOPMENT AND EVALUATION JOINT AGREEMENT**

**I. PURPOSE**

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

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

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

**II. TERM**

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

**III. TEACHER**

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

**IV. EDE PROCESS COMMITTEE**

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

- A. Members. The Committee will consist of a total of nine representative, five representatives from the Union and four representatives from District administration.

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

**V. PLAN MODIFICATIONS**

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

**VI. POSTING REQUIREMENTS**

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

**VII. COMPENSATION**

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

**VIII. GRIEVABILITY**

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

EDUCATION MINNESOTA,  
INTERMEDIATE SCHOOL DISTRICT  
917, LOCAL 3904

\_\_\_\_\_  
President

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

| Dated: January ~~49, 2022~~ 2024

INTERMEDIATE SCHOOL DISTRICT  
NO. 917

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Clerk

Dated: January ~~49, 2022~~ 2024

**ATTACHMENT HG**

**Memorandum of Understanding:  
BVI and DHH Teachers' Hiring Incentive**

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Purpose of the Memorandum:

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As a result of contract negotiations, the parties hereby agree to the following hiring incentive for teachers of the Blind/Visually Impaired (BVI) and teachers of the Deaf/Hard of Hearing (DHH) ~~or tuition reimbursement incentive for teachers who are approved to enroll in preapproved courses to qualify for licensure as a teacher of the Blind/Visually Impaired.~~ The parties hereby agree that there is a severe shortage of teachers of the Blind/Visually Impaired (BVI) and teachers of the Deaf/Hard of Hearing (DHH) due to not having approved ~~BVI~~ training programs in the ~~State-state~~ of Minnesota ~~or the training programs in Minnesota do not align with the vision of the ISD 917 program(s).~~

BVI & DHH Teacher Hiring Incentive Procedures:

1. ~~1.~~—A new hire teacher of the Blind/Visually Impaired (BVI) and of the Deaf/Hard of Hearing (DHH) will be paid a hiring incentive stipend of \$5,000 each year of the first three (3) school years of employment. The stipend will be added to the annual salary and paid as part of their monthly payroll distribution.
2. ~~Should a teacher of the Blind/Visually Impaired or of the Deaf/Hard of Hearing (DHH) be hired mid-year, the hiring incentive stipend will be prorated based on the number of days worked in that year and the teacher's partial year of employment will count as the first of three (3) school years for stipend eligibility purposes.~~

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BVI Tuition Reimbursement Incentive Procedures:

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

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

~~3. If a teacher in the tuition reimbursement program for licensure as a teacher of the Blind/Visually Impaired drops from the licensure program or separates from employment with~~

~~ISD 917 prior to obtaining the BVI license, the teacher will repay ISD 917 in full for tuition reimbursement to the teacher.~~

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

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

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

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

Education Minnesota  
Intermediate School District 917  
Local 3904

Intermediate School District 917

\_\_\_\_\_  
President

\_\_\_\_\_  
Chair

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

\_\_\_\_\_  
Clerk

| Dated: January ~~49, 2022~~ 2024

Dated: January ~~49, 2022~~ 2024

**ATTACHMENT H**

**MEMORANDUM OF UNDERSTANDING:**

**Additional Compensation for Student Numbers Exceeding MN Rule 3525.2340**

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

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A process has been implemented to manage the decisions, procedures, and documentation to compensate teachers as outlined in this memorandum of understanding. ~~This process is intended primarily for setting III and IV sites where there are multiple teachers in similar programs.~~

The elements of this process will include:

- When a teacher is absent and their students are divided among other teachers, the teachers who receive additional students will be compensated ~~if/when~~ the number of students in their care exceeds MN Rule 3525.2340 ~~the described program maximum, or and~~ if the teacher's absence would otherwise require a substitute, but no substitute was obtained.
- When a teacher is absent, the teacher(s) who receives the additional students will receive additional hourly pay at the District's current substitute pay rate. If the students are divided amongst multiple teachers whose student numbers exceeds MN Rule 3525.2340, the teachers will divide the hourly substitute pay a stipend equally. to the hourly substitute pay rate (\$25.00 per hour in 2021-2022).
- ~~The stipend will be divided between the collaborating teachers in an even manner.~~
- There is a one (1) hour minimum for the process to be initiated, and it will be documented in half-hour increments after the one (1) hour minimum.
- The time will be reconciled and documented as soon as possible after the day that the re-distribution occurs.
- The assistant director/principal, or their designee, will be responsible for developing the plan for coverage and assigning students to the teacher(s).
- ~~All participating teachers will agree to the plan.~~
- This agreement process will not necessarily eliminate other processes such as subbing ~~during~~ aduring preparation period.
- Committing to the implementation will not be "cost-out" against the contract.
- The business office and special education leadership will develop the procedure.

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

Education Minnesota  
ISD 917, Local 3904

Intermediate School District 917

\_\_\_\_\_  
President

\_\_\_\_\_  
Chair

---

Chief Employee Negotiator

Clerk

| Dated: January ~~49, 2022~~ 2024

Dated: January ~~49, 2022~~ 2024



| **ATTACHMENT J**

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

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

**AGREEMENT**

**between**

**INTERMEDIATE SCHOOL DISTRICT NO. 917**

**and**

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

**representing  
the  
Teachers  
of the School District**

**Effective July 1, 2023, through June 30, 2025**

**Board Approved January 9, 2024**

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# AGREEMENT

## ARTICLE I PURPOSE

Section 1. Parties: THIS AGREEMENT, entered into between the school board of Intermediate School District 917, Rosemount, Minnesota (hereinafter referred to as the school board or school district) and Education Minnesota, Intermediate School District 917, Local 3904 (hereinafter referred to as the exclusive representative or Local 3904) pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, (hereinafter referred to as the PELRA) to provide the terms and conditions of employment for the employees, as defined in Article III of this Agreement, during the duration of this Agreement.

## ARTICLE II RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: In accordance with the PELRA, the school district recognizes Education Minnesota, Intermediate School District 917, Local 3904 as the exclusive representative of employees employed by the school district, as defined in Article III of this Agreement, which exclusive representative shall have those rights and duties as prescribed by the PELRA and as described in the provisions of this Agreement.

Section 2. Appropriate Unit: The exclusive representative shall represent all of the employees of the school district as defined in this Agreement and in PELRA.

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

At the beginning of each school year, Local 3904 shall be credited with forty (40) hours to be used at the discretion of the Local for the purpose of conducting its duties as exclusive representative. Local 3904 has the option of purchasing additional days at the regular daily substitute employee rate of pay as agreed between the parties. In the case that a substitute employee is not hired, Local 3904 will be charged for any costs incurred by the school district

up to the regular daily substitute employee rate of pay. Local 3904's president will notify the superintendent of his/her designee at least three (3) working days prior to the date of intended leave. The superintendent may waive the three (3) day notice.

### ARTICLE III DEFINITIONS

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

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

Section 3. Other Terms: Terms not defined in this Agreement shall have those meanings as defined by the PELRA.

### ARTICLE IV EMPLOYEE RIGHTS

Section 1. Right to Views: Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any employee or his/her representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, as long as the same is not designed to and does not interfere with the full, faithful and proper performance of the duties of employment or circumvent the rights of Local 3904.

Section 2. Right to Join: Employees shall have the right to form and join labor or employee organizations and shall have the right not to form and join such organizations. Employees in

an appropriate unit shall have the right by secret ballot to designate an exclusive representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for such employees with the school board of such unit.

Section 3. Use of Communications Facilities: Local 3904 shall have the right to post notices of activities and matters of exclusive representative concern on designated bulletin boards in each school building site, in areas not normally accessible to students or the public.

Section 4. Use of School Buildings, Facilities, Equipment, and Inter-School Mail: Local 3904 shall have the right to usage of such school district buildings, equipment, facilities and inter-school mail as is permitted pursuant to school district policy, and under such conditions as set forth in school district policy.

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

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

## ARTICLE V SCHOOL BOARD RESPONSIBILITIES

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

Section 2. Effect of Laws, Rules and Regulations: The exclusive representative recognizes that all employees covered by this Agreement shall perform the teaching and nonteaching services prescribed by the school board and shall be governed by the laws of the State of Minnesota, and by school board rules, regulations, policies, directives, and orders issued by

properly designated officials of the school district. The exclusive representative also recognizes the right, obligation and duty of the school board and its duly designated officials to promulgate rules, regulations, policies, directives and orders from time to time as deemed necessary by the school board insofar as such rules, regulations, policies, directives and orders are not inconsistent with the terms of this Agreement and recognizes that the school board, all employees covered by this Agreement, and all provisions of this Agreement are subject to the laws of the State of Minnesota, Federal laws, rules and regulations and orders of the State and Federal governmental agencies. Any provisions of this Agreement found to be in violation of any such laws, rules, regulations, directives, or orders shall be null and void and without force and effect.

Section 3. Inherent Managerial Rights: The parties recognize that the school district is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel, and that all management rights and management functions not expressly delegated in this Agreement are reserved to the school district.

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

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

Section 2. Preparation time: Within a full-time student contact day an employee's schedule shall include a minimum of 45 minutes of daily preparation time. Preparation time will be scheduled in no less than 30-minute increments and will adhere to Minnesota Statute 122A.50. Part-time instructional staff shall be assigned preparation time on a pro rata basis.

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

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

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

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

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

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

- a. Dakota County Juvenile Services Center Employee: Up to 222 days
  - i. The above-mentioned teaching staff shall have the option of taking five (5) consecutive days as unpaid non-duty days during any school year. The administration will establish the procedures for requesting these days and the parameters to be used for approval.
- b. Licensed School Nurses: Up to 190 days

Section 8. Noninstructional and Nonsupervisory Duty: The District will at times need to ask a teacher to complete a task that is not directly related to classroom instruction, student supervision, or professional development. A good example of this type of a task is moving their instructional supplies and their professional equipment from one space to another. When an employee is directed to move from one space to another the following expectations will be followed:

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

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

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

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

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

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

Section 11. Calendar Development: Prior to establishing the calendar as provided in Section 5 hereof, the school district will convene a Calendar Development Committee. The school board will appoint three (3) administrators representing secondary and special education and one (1) school board member to the committee. Local 3904 will appoint four (4) members representing secondary and special education to the committee. The committee will develop calendar options for a common calendar for secondary and special education programs. The Calendar Development Committee's recommended options, including designated preparation time, will be presented for school board consideration at the April board meeting.

Section 12. Modifications in Calendar, Length of School Day:

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

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

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

## ARTICLE VII BASIC SALARIES

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

Subd. 1. 2023-2024 Rates of Pay: The wages and salaries reflected in Salary Schedule A, attached hereto, shall be effective for the 2023-2024 school year, subject to the provisions of Subd. 3 hereof, and eligible employees shall be placed on the 14-step schedule as agreed upon between the bargaining unit and the District, at a salary greater than the employee's salary for the 2022-2023 school year. Due to step one (1) on the salary schedule being eliminated and the renumbering of the remaining fourteen (14) steps, employees shall remain on their current step, which acts as a step increase from the 2022-2023 school year. Employees on step fifteen (15) shall be placed on step fourteen (14) as that is now the highest step.

Subd. 2. 2024-2025 Rates of Pay: The wages and salaries reflected in Salary Schedule B, attached hereto, shall be effective for the 2024-2025 school year, subject to the provisions of Subd. 3 hereof, and eligible employees shall advance one step on the salary schedule for the 2024-2025 school year over their prior year's placement.

Subd. 3. Status of Salary Schedules: The salary schedules shall not be construed as a part of an employee's continuing contract. In the event a successor agreement is not entered into prior to July 1, 2025, an employee shall be compensated

according to the 2024-2025 salary until such time that a successor agreement is executed.

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

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

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

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

Subd. 6. Step Advancement: A teacher commencing work in a given school year prior to February 1 shall be entitled to step advancement in the following school year. A teacher commencing work after February 1 in a given school year shall be eligible for any modification in the step upon which the teacher is hired but shall not be eligible for step advancement in the subsequent school year.

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

- a. Grade and Credits: To apply on the salary schedule, all credits beyond the bachelor's degree must be graduate credits and carry a grade equivalent of B or higher. The employee shall pay for the cost of the graduate credits, which shall not occur during student contact time in any case and shall not occur during the contract day unless pre-approved by the Superintendent or designee in their sole and unreviewable discretion. Courses must include methods of direct contact between a college or university faculty person and the employee. Such methods can include e-mail, telepresence, blogs, etc.
- b. Prior Approval: All credit hours, in order to be considered for

application on the salary schedule, must be approved by the superintendent or his/her designee in writing prior to the taking of the course. The determination to grant or deny such credits shall not be subject to the grievance procedure, though pre-approval may not be unreasonably withheld.

- c. Advanced Degree Program: An employee shall be paid on the master's degree lane or specialist's degree lane only if the degree program is germane to the teaching assignment as approved by the superintendent or his/her designee and the degree program is approved in writing by the superintendent or his/her designee in advance.
- d. Application: Credits to apply to lanes beyond a particular degree lane, must be earned subsequent to the earning of the degree, and must be taken at an accredited college or university.
- e. Exception: An employee must have a master's degree to advance to the MA or higher lane. However, in special circumstances where a traditional master's degree is not available or not applicable to the employee's assignment, the superintendent may, at his sole discretion, recognize supplemental credits amounting to a BA+40 to qualify for placement on the master's degree lane. Such exception shall not apply beyond the MA lane. The exercise of the superintendent's discretion as provided herein is not subject to the arbitration step of the grievance procedure.
- f. Definition: Reference to credits in this section shall mean semester credits.
- g. Superintendent Review: In the event of a negative ruling by a designee on credit or degree request, upon request of the employee, the superintendent shall review such decision. The decision of the superintendent shall be final and shall not be subject to the grievance procedure.
- h. Effective Date: For the 2023-2024 school year, individual contracts will be modified to reflect qualified lane changes at the beginning of the school year or January 1 providing an official transcript of qualified credits is submitted to the human resources office no later than September 15th or January 15th of each year. Credits submitted by transcript after September

15th or January 15th even though otherwise qualifying shall not be considered until the following period. If a transcript is not available by September 15th or January 15th, other satisfactory evidence of successful completion of the course will be accepted pending receipt of the official transcript; however, any pay adjustment shall not be made until the official transcript is received. No more than two lanes changed will be permitted in one fiscal year (July 1 to June 30).

Starting in the 2024-2025 school year and beyond, following graduate credit pre-approval and submission of the 'Lane Change Request Form,' individual contracts will be modified to reflect qualified lane changes one (1) time per school year (July 1 to June 30), where employees move no more than two lanes, provided an official transcript of qualified credits and all related required paperwork is submitted to the Human Resources department (HR@isd97.org). Retro-pay in alignment with the employee's new, approved lane placement will occur as soon as practicable and will be effective the first workday following the date the last graduate credit or degree was obtained. Lane change requests submitted after May 15 will be held and applied, if approved, at the beginning of the subsequent school year.

- i. During negotiation years, when a contract is not in place, all requests for lane changes will be held and applied, if approved, after the contract is ratified but will be effective as listed in 'h' above.

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

- a. Article VII, Section 1, Subd. 7.b – (Credit hours for non-BA degreed employees may include undergraduate credits to a maximum of the BA+30 lane.)
- b. Article VII, Section 1, Subd. 7.g
- c. Article VII, Section 1, Subd. 7.h
- d. Lane changes for non-BA degreed employees will require 180 contact hours per lane change to BA+30 and 270 contact hours to

move to or beyond the MA lane, with 120 hours as the maximum number of paid employment hours that may be used. The contact hours may be accomplished utilizing any of the following means:

- (1) Industry Based Seminars and Training. Clock hours and contact hours granted on an hour per hour basis.
- (2) Industry Skill-Based Certification: When an Industry Skill-Based Certification does not quantify number of contact clock hours, the employee requesting the lane change must submit a detailed explanation of the preparation necessary to receive this certification. The superintendent shall review the certification criteria and shall make the decision for approval, which shall not be subject to the grievance procedure.
- (3) Paid Employment After Initial Placement: Employment outside of ISD 917 in either an instructional role or work environment which is representative of the trade being taught. In all cases, the outside experience must be related to the program in which the employee is teaching. This must be outside of the employee's normal teaching work hours or day, or through an industry leave. One week (40 hours) of preapproved work experience for purposes of improving instructional capabilities equals ten clock hours. To move to or beyond the MA lane, 120 hours is the maximum number of paid employment hours that may be used.

e. Procedure when non-degreed employee receives degree.

- (1) In the event that a non-degreed employee who has advanced in salary lanes in accordance with the provisions of Subd. 8 receives a baccalaureate degree, such employee shall, upon submission to the School District personnel office of a certified transcript indicating the awarding of a baccalaureate degree from an accredited college or university, advance one "step" in addition to any step increase that would normally accrue at the start of a new school year. Such change in lane shall occur in accordance with Article VII, Section 1, Subd. 7.h.
- (2) The current "lane" in which the newly degreed employee had previously been assigned shall remain the same. Any

additional lane changes must be achieved through the earning of graduate level credits as described in Subd. 7 above and must total the current lane placement before the employee becomes eligible for a lane change. The provisions of Subd. 8, shall continue to apply to an employee as described in a. above.

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

- a. CEU course work must be approved by the appropriate professional association.
- b. Physical and Occupational Therapists, Audiologists, Mental Health Professionals, Speech Language Pathologists, and Licensed School Nurses will use the same form as teachers to request prior approval of credits (but in this case CEUs) to be used toward lane changes.
- c. CEUs applied to this subdivision must be paid for by the Physical and Occupational Therapists, Audiologists, Mental Health Professionals, Speech Language Pathologists, or Licensed School Nurses and not by the District.
- d. Conversion of CEUs to graduate semester credits will be processed as follows:
  - i. Licensed School Nurses and Mental Health Professionals: 150 CEUs will equal 10 semester credits of graduate work.
  - ii. School Social Workers with a Master's degree: 150 CEUs will equal 10 semester credits of graduate work.
  - iii. Audiologists, Occupational Therapists, Physical Therapists, and Speech Language Pathologists: 15 CEUs will equal 10 semester credits of graduate work.
- e. Article VII, Section 1, Subd. 7, B, E, F, H and I shall also apply to CEU recognition consideration.

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

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

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

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

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

Section 5. Special Assignments: An employee who is assigned additional work or a project of benefit to the District or who represents the District shall be considered on special assignment. Special assignments could include, but are not limited to, curriculum planning, standards development, program planning/development, industry committee membership, or outside agency committee membership. Normal classroom preparation and other regular duties assigned to employees will not be considered special assignments. Special assignments will take place after the regular duty day and require pre-approval or assignment by a director. Compensation for special assignments will be at the hourly rate pro rata of the employee's contract. In the event that the District has secured a grant for some service or activity that provides for payment different from the special assignment rate specified herein, the rate specified by the grant shall control.

Section 6. Placement of New Employees:

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

Subd. 2. Employee who has been a teacher in 917, returning to a teaching position:  
A person who has been employed as a teacher in ISD 917, who was previously employed for a number of years in a position that is not a teaching position, (a.) does not forfeit their previously earned seniority as a teacher, nor do they (b.) earn

seniority in the teacher group while they are not in a teaching position. This process is used in determining teacher seniority used for seniority-based decisions such as unrequested leave.

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

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

Section 7. Travel Expense: Employees required by the school district to use their own vehicles in the performance of their duties shall be reimbursed for such travel pursuant to school district policy, which rate shall be not less than the State of Minnesota provides for state employees.

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

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

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

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

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

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

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

Section 15. Reimbursement for Additional Certification: Assignments requiring licensure beyond or outside that required of teachers and the Professional Educators Licensing and Standards Board (PELSB) will be awarded an annual stipend of \$250 to help offset their additional expenses for CEUs and/or certification and licensing fees. These assignments include employees serving in the roles of: audiologist; licensed school nurse; occupational therapist; orientation and mobility specialist; physical therapist; speech/language pathologist; mental health professional; and school social worker.

Those serving in the role of a school psychologist who are nationally certified (NCSP) will be awarded an annual stipend of \$1250 to help offset their additional expenses for national certification through the National Association of School Psychologist or the American Psychological Association.

All additional certification stipends in this section will be paid annually on the last paycheck in May. Employees hired after January 1, who are eligible for the stipends outlined in this section, will receive half of the stipend amount.

#### ARTICLE VIII 403B MATCHING CONTRIBUTION

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

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

Years of Continuous Employment in the District	2023-2024 and 2024-2025	
	1110+ hr/yr	550-1109 hr/yr
1 to 4	\$360	\$180
5 to 9	\$860	\$430
10 to 15	\$1,060	\$530
16 to 20	\$1,260	\$630
21+	\$1,460	\$730

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

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

Section 5. Matching Requirement: The school district's contribution, in any event, shall not exceed the employee's matching contribution within the limitations of this Article.

Section 6: Approved Vendors: A list of district-approved vendors will be made available on the district website.

## ARTICLE IX GROUP INSURANCE

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

Section 2. Health and Hospitalization Insurance:

Subd. 1. Individual Coverage: The school district, effective January 1, 2024, shall contribute a sum not to exceed \$595 per month toward the cost of the premium for individual coverage for each eligible employee employed by the school district who qualifies for and is enrolled in the school district's health and hospitalization plan. Any additional cost of the premium shall be borne by the employee and paid by

payroll deduction. This subdivision shall not apply to those eligible employees who select coverage under the high deductible health plan described in Subdivision 3. Effective January 1, 2025, the school district shall contribute a sum not to exceed \$595 per month toward the cost of the premium for individual coverage for each eligible employee employed by the school district who qualifies for and is enrolled in the school district's health and hospitalization plan. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction. This subdivision shall not apply to those eligible employees who select coverage under the high deductible health plan described in Subdivision 3.

Subd. 2. Family Coverage: The school district, effective January 1, 2024, shall contribute a sum not to exceed \$1435 per month toward the cost of the premium for family coverage for each eligible employee employed by the school district who qualifies for and is enrolled in the school district's health and hospitalization plan and who qualifies for family coverage. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction. This subdivision shall not apply to those eligible employees who select coverage under the high deductible health plan described in Subdivision 4. Effective January 1, 2025, the school district shall contribute a sum not to exceed \$1435 per month toward the cost of the premium for family coverage for each eligible employee employed by the school district who qualifies for and is enrolled in the school district's health and hospitalization plan and who qualifies for family coverage. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction. This subdivision shall not apply to those eligible employees who select coverage under the high deductible health plan described in Subdivision 4.

Subd. 3. Individual High Deductible Coverage:

(a) Eligible employees shall have the option of enrolling in a high deductible coverage option of the school district's health and hospitalization plan. The high deductible coverage shall be a qualified high deductible health plan within the meaning of Section 223 of the Internal Revenue Code of 1986, as amended from time to time. Each eligible employee enrolled in the high deductible coverage shall be eligible for a contribution to a health savings account ("HSA") of such employee in accordance with the Intermediate School District No. 917 Flex Choice Plan (the "Flex Choice Plan"). Effective January 1, 2024, 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 \$775. Effective, January 1, 2025, 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 \$780.

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

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

Subd. 4. Family High Deductible Coverage:

(a) Eligible employees shall have the option of enrolling in a high deductible coverage option of the school district's health and hospitalization plan. The high deductible coverage shall be a qualified high deductible health plan within the meaning of Section 223 of the Internal Revenue Code of 1986, as amended from time to time. Each eligible employee enrolled in the high deductible coverage shall be eligible for a contribution to a health savings account ("HSA") of such employee in accordance with the Intermediate School District No. 917 Flex Choice Plan (the "Flex Choice Plan"). Effective January 1, 2024, the total monthly contribution by the school district toward the cost of the premium of the high deductible coverage, the HSA contribution, and the HSA administrative fees attributable to such eligible employee shall not exceed \$1600. Effective, January 1, 2025, 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 \$1800.

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

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

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

### Section 3. Dental Insurance:

Subd. 1. Individual Coverage: The school district, effective, January 1, 2024, shall contribute a sum not to exceed \$56 per month toward the cost of the premium for such individual coverage for each eligible employee employed by the school district who qualifies for and is enrolled in the school district's dental insurance plan. Any additional cost of the premium, shall be borne by the employee and paid by payroll deduction.

Subd. 2. Family Coverage: The school district, effective January 1, 2024, shall contribute a sum not to exceed \$124 per month toward the cost of the premium for family coverage for each eligible employee employed by the school district who qualifies for and is enrolled in the school district's dental insurance plan and who qualifies for family coverage. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.

Section 4. Group Income Protection: The school district will pay each month the premium for income protection insurance for each eligible employee. The income protection plan shall include the following:

- a. Benefits begin after ninety (90) calendar days of total disability.
- b. The monthly income benefit shall be 66-2/3 percent of basic monthly earnings (exclusive of any additional compensation from this District or any other source).

Section 5. Life Insurance: The school district will pay the life insurance premium for a \$100,000 term life insurance policy for each eligible employee. The value of this benefit will be included in the employee's taxable income as required by the Internal Revenue Code Section 79.

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

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

Section 8. Eligibility: Insurance benefits as outlined in this Article shall apply only to employees regularly employed at least 1,110 hours per year and such benefits shall not apply

to substitute employees. For employees employed less than 1,110 hours, but at least 550 hours per year, the school district will make a pro rata contribution.

## ARTICLE X LEAVES OF ABSENCE

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

Subd. 1. Full-Time Employees: All full-time employees working under this contract at eight (8) hours per day/40 hours per week, shall be credited with thirteen (13) days of Personal Time Off (PTO) per school year, ten (10 of which (i.e. 80 hours) may be used in accordance with Minnesota State Statute 181.9445 through 181.9448 that outlines mandatory Earned Sick & Safe Time for Minnesota employers. PTO shall be frontloaded at the beginning of each school year. Employees who take medical or parental leave of absence, under this article, shall retain all their PTO.

Subd. 2. Part-Time and Job Share Employees: Part-time and job share employees working 0.8 FTE or more will be frontloaded their PTO at the beginning of the year, which will prorated from thirteen (13) days at a minimum of 80 hours. 80 hours of their prorated, frontloaded PTO may be used in accordance with Minnesota State Statute 181.9445 through 181.9448 that outlines mandatory Earned Sick & Safe Time for Minnesota employers.

Part-time and job share employees working less than 0.8 FTE will accrue PTO days on a pro-rata basis based on the employee's total hours worked compared to a full-time employee, which may all be used in accordance with Minnesota State Statute 181.9445 through 181.9448 that outlines mandatory Earned Sick & Safe Time for Minnesota employers. Employees who take medical or parental leave of absence, under this article, shall retain all their PTO.

Subd. 3. For the purposes of consistency of contracts and policies referring to paid time off, such as time off allotted for illness or medical/dental appointments, as "leave" types, time off aligned with Minnesota's Earned Sick and Safe Time statutes shall be referred to as "Earned Sick and Safe Leave" or "ESSL."

Subd. 4. At the end of each contract year, unused paid leave days (PTO and/or sick leave) will be processed as follows:

- a. An employee's unused PTO hours will be rolled into a sick leave bank.

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

Subd. 5. An employee may use their ten (10) PTO days allotted for ESSL in accordance with the state statute. PTO and accumulated sick leave may be used by employees for illness of the employee, the employee's child under 18, and/or the employee's parent or parent-in-law. For purposes of this subdivision, "child" includes stepchild, grandchild, biological, adopted, and foster child. For purposes of this subdivision, "parent" includes stepparent, biological, and adoptive parent. Should the employee and their circumstance qualify for Family Medical Leave Act protection, the employee may be eligible for time-off per the Family Medical Leave Act and the district leave policies.

Subd. 6. After three (3) consecutive days of absence due to illness, or when there is probable cause to support the belief that an employee is misrepresenting the use of leave for illness, the District may require an employee to furnish a medical certificate from the attending medical provider indicating such absence was due to illness or disability. Requests for documentation following the use of ESSL will adhere to state statute. The District may require certification by the attending medical provider stating that the employee is in good health and able to resume the employee's duties upon return. In the event that a medical certification will be required, the employee will be so advised.

Subd. 7. In addition to other leaves and benefits provided for in this Continuing Bargaining Agreement, employees may take leaves under the provisions of all applicable state and federal laws, including the Family and Medical Leave Act. FMLA leaves shall run concurrently with any of the other leaves provided for in this Continuing Bargaining Agreement. Nothing in this contract shall be interpreted to diminish any benefit provided for in law, including those provided in the FMLA.

Subd. 8. To use PTO days without giving a reason for the absence, the employee must give at least a three (3) day notice and receive preapproval from their program administrator and the approving administrator will consider the safety and operational continuity of the program. In circumstances when the program cannot be safely and effectively operated without the employee, the program administrator may deny the request for use of PTO.

A three (3)-day notice is not needed for ESSL, illness, or bereavement unless the use is for foreseeable reasons, such as planned medical or dental appointments.

In the situation of a request for use of PTO with less than a three (3) day notice, it is required that employees provide an explanation of why a three (3) day notice was not possible and the reason for the absence.

Subd. 9. PTO shall be granted in quarter-hour (0.25) increments. Supervisors shall not approve requests for the use of PTO days on the day preceding or the day following Minnesota Educators' Academy (MEA) break, the long weekend that includes the fourth (4<sup>th</sup>) Thursday in November, winter break, or spring break, conference days or in-service/workshop days, and the first ten (10) and the last ten (10) student contact days of the school year except for reasons of ESSL, illness, or bereavement. PTO requests may be denied on a particular day if other employees in the same unit or educational site have already been granted PTO leave which would be disruptive to the functioning of the particular program. In addition, PTO will not be approved on any day for which the number of teachers at a building site requesting the use of PTO exceeds the number needed to safely and effectively operate the program.

Requests for exceptions to the expectations herein require the approval of the superintendent or their designee through a review process. Employees seeking exceptions in order to use PTO during the restricted periods listed above must reach out to the Director of Human Resources.

Subd. 10. No more than three (3) consecutive PTO days may be granted except for childbirth, adoption, absence due to extended illness, ESSL, or bereavement, though extended absences must adhere to the leave of absence request process outlined in district policies.

Employees who worked a full school year and used six (6) or less PTO days during that previous school year are eligible to be granted up to five (5) consecutive days of PTO leave in the next school year.

Subd. 11. An employee who is entitled to PTO leave pay, or has accumulated sick leave, who is then receiving Worker's Compensation, may not be paid PTO leave pay in an amount greater than the difference between such Worker's Compensation and the employee's basic salary. Under such circumstances, only that fraction of a PTO leave day not covered by Worker's Compensation insurance shall be deducted from accrued leave.

Subd. 12. A student related injury workers' compensation paid leave bank has been established by the District. The leave bank shall be administered by the President of the Association and the Superintendent. The student related injury workers' compensation paid leave bank shall be used for requests from unit members for up to three (3) days of pay if the injury is of such duration that it does not provide for a Minnesota Workers' compensation wage loss benefit. Requests for use of paid leave from the bank must be made to the President of the Association and the Superintendent. Eligibility decisions are not subject to the grievance procedures.

Subd. 13. Employees who are assigned to an extended contract under Article VI, Section 7, Extended Duty Days for the Juvenile Service Center (JSC), shall earn additional PTO leave days on a pro rata basis consistent with the number of additional days of assignment. The calculation of additional days will be based upon the actual days worked in the preceding school year (July 1 through June 30). The additional PTO leave days earned will accrue to the employee in the following year. Additional time will be calculated to the closest ½ day, rounded up.

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

## Section 2. Medical Leave

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

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

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

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

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

adhere to procedure outlined on the School District's website.

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

Subd. 5. Returning from Medical Leave: An employee on a medical leave of absence under this Section must notify human resources or his/her administrative designee in writing, at least one (1) week prior to his/her intention to return from leave.

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

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

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

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

### Section 3. Parental Leave

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

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

months before the leave start date.

Subd. 3. Returning from Parental Leave: For partial school year leaves, an employee on a parental leave of absence under this Section must confirm with human resources his/her intention to return from parental leave at least two (2) weeks prior to his/her approved leave end date. For full school-year leaves, an employee on a parental leave of absence under this Section must confirm with human resources or his/her administrative designee in writing, his/her intention to return from parental leave in August of the next school year by April 1 of the leave school year.

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

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

Subd. 5. The School District may adjust the proposed beginning or end date of a parental leave to coincide with a natural break in the school year.

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

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

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

Subd. 2. Subpoenaed Witness: An employee subpoenaed in cases involving the School District or students (e.g., a parent custody case) served within the School District, will be permitted time off without the loss of pay and will be allowed to retain any allowable expenses reimbursed by the court. An employee subpoenaed in cases unrelated to the School District, will be permitted time off and use of paid or

unpaid leave will be at the discretion of the Superintendent. Any allowable expenses reimbursed by the court, such as mileage, parking, and meals, may be retained and are the sole responsibility of the teacher to seek through the court. The District shall assume no responsibility to seek reimbursement, nor pay reimbursement for said expenses.

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

## Section 5. General Unpaid Personal Leave

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

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

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

Subd. 3. An employee on an approved general leave of absence for a full school year or the spring semester of the school year, shall notify the Superintendent in writing of his/her intention to return for the upcoming school year no later than April 1 of the leave school year. For leaves that do not end at the conclusion of a school year, an employee on a general leave of absence under this Section must notify the Superintendent in writing, of his/her intention to return from general leave at least one (1) month prior to his/her approved leave end date.

## Section 6. Insurance Implications

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

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

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

Section 7. Accrued Benefits:

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

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

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

ARTICLE XI  
UNREQUESTED LEAVE OF ABSENCE

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

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

## Section 2. Definitions:

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

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

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

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

## Section 3. Application:

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

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

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

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

Subd. 5. No Break in Service: In determining the length of seniority, an employee whose employment has been legally terminated by resignation, or termination pursuant to Minn. Stat. § 122A.40 but whose employment was subsequently

reinstated, by action of the school district and the employee, without interruption of regular service, shall retain his/her original seniority date.

Section 4. Unrequested Leave of Absence:

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

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

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

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

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

Subd. 4. Employees placed on such leave shall receive notice by June 1 of the school year prior to the commencement of such leave with reasons therefor. A hearing will be provided as set forth in Minn. Stat. § 122A.40 Subd. 14, if a written

request for a hearing is received by the school board within fourteen (14) days after the employee received notice of proposed placement on unrequested leave of absence.

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

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

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

#### Section 5. Reinstatement:

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

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

Subd. 3. Except as otherwise provided in Subdivision 4 hereof, if a position as provided in Subd. 1 above becomes available for a qualified employee on unrequested leave, the school district shall mail the notice by certified mail to such employee, who shall have fifteen (15) calendar days from the date of mailing of such notice to accept the reemployment. If written acceptance is not received by the

school board within such fifteen (15) calendar day period, it shall constitute a waiver on the part of any employee to any further rights of employment or reinstatement and shall forfeit any future reinstatement or employment rights.

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

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

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

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

## ARTICLE XII EMPLOYEE SUPERVISION

### Section 1. Employee Improvement Plans

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

Subd. 2. The purpose of an employee improvement plan is to improve the

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

Subd. 3. All employee improvement plans will be placed in the employee's personnel file along with any notations as to the employee's progress in improving performance.

## Section 2. Employee Discipline

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

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

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

### Subd. 3. Suspension.

- (a) An employee may be suspended without pay for grounds as described in Minn. Stat. § 122A.40, Subd. 9(a) through (d) or Minn. Stat. § 122A.40,

Subd. 13(1) through (6). Any suspension is subject to the grievance procedure under Article XIII of this Agreement.

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

### ARTICLE XIII GRIEVANCE PROCEDURE

Section 1. Definition: A "grievance" shall mean an allegation by an employee(s) resulting in a dispute or disagreement between the employee(s) and the school district as to the interpretation or application of terms and conditions of employment as contained in this Agreement. More than one employee may be on a single grievance if the allegation involves a common set of facts and a common claim.

Section 2. Representative: The employee(s) or school district may be represented during any step of the procedure by any person or agent designated by such party to act in his/her behalf.

Section 3. Definitions and Interpretations:

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

Subd. 2. Days: Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as all weekdays not designated as holidays by state law or by the school calendar.

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

Subd. 4. Filing and Postmark: The filing or service of any notice or document herein shall be timely if it bears a postmark of the United States mail within the time period.

Section 4. Time Limitation and Waiver: Grievances shall not be valid for consideration unless the grievance is submitted in writing to the school district setting forth the facts and the particular relief sought within fifteen (15) days after the date of the event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the employee(s) and the school board designee, and if informally resolved such resolution of the alleged grievance shall be evidenced by a written statement executed by the employee(s) and the school board designee.

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

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

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

Section 6. School Board Review: The school board reserves the right to review any decision issued under Level I or Level II of this procedure at its own instance, provided the school district provides written notice within ten (10) working days after a decision in Level I or Level II has been rendered. At its option, the school board may also review a grievance at the written request of the grievant, providing such written request is made within ten (10) working days after receipt of the Level II decision. In the event the school board determines to review a grievance, it shall hold a hearing and issue a decision within twenty (20) working days after the written notice by the school district or within twenty (20) working days after receipt of the request for review by the grievant. Local 3904 shall receive written advance notice as to the date of said hearing. In the event of such review, the school board reserves the right to affirm,

reverse or modify such decision. At the option of the school board, a committee or representative(s) of the school board may be designated by the school board to hear the appeal at this level and report its findings and recommendations to the school board.

Section 7. Denial of Grievance: Failure by the school district or its representative to issue a decision within the time periods provided herein shall constitute a denial of the grievance and the employee(s) may appeal it to the next level.

Section 8. Arbitration Procedures: In the event that the employee(s) and the school district are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein:

Subd. 1. Request: A request to submit a grievance to arbitration must be in writing signed by the aggrieved party, and such request must be filed in the office of the superintendent within twelve (12) days following the decision of the school board in Section 6, or within twelve (12) days following notice that the school board has elected not to review the matter.

Subd. 2. Prior Procedure Required: No grievance shall be considered by the arbitrator which has not been first duly processed in accordance with the grievance procedure and appeal provisions, unless the parties have mutually agreed to a waiver of step(s).

Subd. 3. Selection of Arbitrator: Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within ten (10) days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the BMS to appoint an arbitrator, pursuant to PELRA, providing such request is made within twenty (20) days after request for arbitration. The request shall ask that the appointment be made within thirty (30) days after the receipt of said request. Failure to request an arbitrator from the BMS within the time periods provided herein shall constitute a waiver of the grievance.

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

Subd. 5. Decision: The decision by the arbitrator shall be rendered within thirty (30) days after the close of the hearing. Decisions by the arbitrator in cases properly before him/her shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided in the PELRA. The arbitrator shall

issue a written decision and order which shall be based upon substantial and competent evidence presented at the hearing. All witnesses shall be sworn upon oath by the arbitrator.

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

Subd. 7. Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly brought before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written Agreement, nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein.

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

Section 10. Election of Remedies and Waiver: A party instituting any action, proceeding or complaint in a federal or state court of law, or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this Article. Upon instituting a proceeding in another forum as outlined herein, the employee(s) shall waive his/her right to initiate a grievance pursuant to this Article, or, if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived. This section shall not apply to actions to compel arbitration as provided in this Agreement or to enforce the award of an arbitrator.

ARTICLE XIV  
MEET AND CONFER

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

Section 2. Meet and Confer Meetings:

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

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

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

Section 3. Itinerant Employee Schedules

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

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

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

ARTICLE XV  
VACANCIES AND POSTING

Section 1. Publishing of Notices of Vacancy:

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

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

## Section 2. Transfers - Involuntary:

Subd. 1. Notice of involuntary transfer shall be given to the employees of the department involved as soon as practicable. A list of open teaching positions in the school district shall be made available to all employees being involuntarily transferred or reassigned. Such employees may apply for positions, in order of preference, to which they desire to be transferred.

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

## Section 3. Decision:

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

Subd. 2. Staff not selected for vacant or open positions or staff being involuntarily reassigned shall upon written request be afforded an opportunity to meet with the Superintendent regarding such decision.

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

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

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

ARTICLE XVI  
SEVERANCE/RETIREMENT

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

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

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

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

Section 5. Method of Pay-out:

- a. Subject to the limitations listed below, the school district will contribute an amount equal to the value of the employee's severance pay directly into the School Board approved 403b vendor account. The retiree will not receive any direct payment from the school district for the severance pay.
- b. The school district's annual contribution into the School Board approved 403b vendor account must not exceed the IRS contribution limit. If the amount calculated in A exceeds the available limits in the year of separation, the excess amount will be paid out in cash and not be tax sheltered.
- c. The school district contribution(s) (into the approved 403b vendor account) will be made according to the same timeline as was provided for the direct payment of the severance pay.
- d. The school district will make the severance pay contributions to the School Board approved 403b vendor. For purposes of calculating the maximum IRS

contribution limit, the district will provide the retiree or approved vendor with contribution information for the previous twelve (12) months of employment. The vendor agrees to calculate the maximum IRS contribution limit.

Section 6. Notice: To be eligible for the benefits of this section, unless waived by the school district, an employee must notify the school district no later than March 1 of the intention to resign at the conclusion of the school year.

ARTICLE XVII  
DURATION

Section 1. Term and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing on July 1, 2023, through June 30, 2025, and thereafter pursuant to PELRA. If either party desires to modify or amend this Agreement commencing July 1, 2025, it shall give written notice of such intent no later than May 1, 2025. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 days prior to the expiration of this Agreement.

Section 2. Effect: This Agreement constitutes the full and complete Agreement between the school board and the exclusive representative representing the employees of the school district. The provisions herein relating to terms and conditions of employment supersede any and all prior agreements, resolutions, practices, school district policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

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

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

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

Education Minnesota  
Intermediate School District 917  
Local 3904

Intermediate School District No. 917

\_\_\_\_\_  
President

\_\_\_\_\_  
Chair

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

\_\_\_\_\_  
Clerk

Dated: January 9, 2024

Dated: January 9, 2024

**Intermediate School District 917  
Salary Schedule A  
2023-2024**

		<i>Range 1</i>	<i>Range 2</i>	<i>Range 3</i>	<i>Range 4</i>	<i>Range 5</i>	<i>Range 6</i>	<i>Range 7</i>	<i>Range 8</i>	<i>Range 9</i>
<b>Old/Previous Step from 2022-2023</b>	<b>New Step</b>	<b>BA</b>	<b>BA+10</b>	<b>BA+20</b>	<b>BA+30</b>	<b>MA</b>	<b>MA+10</b>	<b>MA+20</b>	<b>MA+30</b>	<b>MA+40 or SP</b>
1	NA	46,147	47,378	48,610	49,843	51,186	52,531	53,874	55,218	56,563
2	<b>1</b>	47,655	48,929	50,206	51,481	52,872	54,263	55,653	57,045	58,436
3	<b>2</b>	49,217	50,537	51,857	53,177	54,617	56,056	57,496	58,935	60,377
4	<b>3</b>	50,834	52,200	53,567	54,932	56,422	57,912	59,403	60,892	62,383
5	<b>4</b>	52,508	53,920	55,336	56,748	58,291	59,833	61,376	62,918	64,461
6	<b>5</b>	54,487	55,957	57,428	58,898	60,502	62,105	63,710	65,314	66,918
7	<b>6</b>	56,545	58,074	59,605	61,132	62,802	64,468	66,137	67,805	69,367
8	<b>7</b>	58,686	60,276	61,867	63,458	65,192	66,927	68,662	70,396	72,131
9	<b>8</b>	58,980	60,578	64,220	65,875	67,679	69,483	71,287	73,091	74,897
10	<b>9</b>	59,275	60,880	66,669	68,388	70,264	72,141	74,018	75,895	77,771
11	<b>10</b>	59,571	61,185	69,533	71,331	73,291	75,251	77,213	79,173	81,135
12	<b>11</b>	59,869	61,491	72,526	74,404	76,454	78,502	80,552	82,601	84,650
13	<b>12</b>	60,168	61,798	75,654	77,616	79,758	81,899	84,040	86,182	88,323
14	<b>13</b>	60,469	62,107	76,033	78,004	83,594	85,844	88,092	90,340	92,587
15	<b>14</b>	60,771	62,418	76,413	78,394	87,623	89,983	92,344	94,706	97,067

**Intermediate School District 917  
Salary Schedule B  
2024-2025**

	<i>Range 1</i>	<i>Range 2</i>	<i>Range 3</i>	<i>Range 4</i>	<i>Range 5</i>	<i>Range 6</i>	<i>Range 7</i>	<i>Range 8</i>	<i>Range 9</i>
<b>Step</b>	<b>BA</b>	<b>BA+10</b>	<b>BA+20</b>	<b>BA+30</b>	<b>MA</b>	<b>MA+10</b>	<b>MA+20</b>	<b>MA+30</b>	<b>MA+40 or SP</b>
1	50,038	51,376	52,716	54,055	55,515	56,976	58,436	59,898	61,358
2	51,678	53,063	54,450	55,836	57,348	58,859	60,371	61,882	63,395
3	53,376	54,810	56,245	57,678	59,243	60,807	62,373	63,937	65,502
4	55,133	56,616	58,102	59,586	61,205	62,825	64,445	66,063	67,684
5	57,211	58,755	60,299	61,842	63,527	65,210	66,895	68,580	70,264
6	59,372	60,978	62,585	64,189	65,942	67,692	69,444	71,195	72,835
7	61,621	63,290	64,960	66,631	68,452	70,274	72,095	73,916	75,738
8	61,929	63,606	67,431	69,168	71,063	72,957	74,851	76,745	78,642
9	62,238	63,924	70,003	71,807	73,777	75,748	77,719	79,690	81,659
10	62,550	64,244	73,010	74,897	76,955	79,014	81,074	83,132	85,192
11	62,862	64,565	76,152	78,124	80,276	82,427	84,579	86,731	88,882
12	63,177	64,888	79,437	81,497	83,746	85,993	88,242	90,491	92,739
13	63,493	65,213	79,834	81,904	87,774	90,136	92,496	94,857	97,217
14	63,810	65,539	80,233	82,314	92,004	94,482	96,962	99,441	101,920

**ATTACHMENT C**

GRIEVANCE REPORT FORM  
INTERMEDIATE SCHOOL DISTRICT NO. 917

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

Date Grievance Occurred:

Statement of the Facts:

Specific Provisions of Agreement Allegedly Violated:

Particular Relief Sought:

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

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

**ATTACHMENT D**

**Memorandum of Understanding:  
Retirement Benefits for Qualifying Employees**

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

Full time employees working under the Local 3904 contract, who have completed fifteen (15) years of continuous service with ISD 917, who are at least 55 years of age, and who are eligible for Teachers Retirement Association (TRA) retirement benefits shall be eligible for a \$7,500 deposit into the retiring employees' MSRS Post-Retirement Health Care Savings Plan. This benefit is available to qualifying employees in fiscal years 2024 and 2025.

In order to be eligible for the retirement incentive, qualifying employees, must submit a letter of retirement to the Human Resources Office ([HR@isd917.org](mailto:HR@isd917.org)) by 4:00 PM on April 1, 2024 or 2025.

The parties intend that this MOU be subject to the grievance procedure outlined in Article XIII of the 2023-2025 Contract.

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

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

INTERMEDIATE SCHOOL  
DISTRICT NO. 917

\_\_\_\_\_  
President

\_\_\_\_\_  
Chair

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

\_\_\_\_\_  
Clerk

Dated: January 9, 2024

Dated: January 9, 2024

## ATTACHMENT E

### **Memorandum of Understanding: Mentors and Cognitive Coaches**

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

1. The School District and Local 3904 are parties to a collective bargaining agreement governing terms and conditions of employment for employees covering the period July 1, 2023, through June 30, 2025.
2. To comply with the provisions of Minn. Stat. 122A.40, subdivision 8 relating to peer review, the parties hereby agree as follows in sustaining a peer review program:

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

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

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

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

employees' supervisor. The mentor coach will receive a \$500 stipend for the first year and \$400 stipend for the second year for each probationary employee mentored. The cognitive coach will receive a \$300 stipend for each probationary employee coached in their first and second year.

5. Both the mentor's and cognitive coach's stipend will be prorated on a quarterly basis should the probationary employee start or leave mid-year or not work for an extended period of time, such as while on a leave of absence. Stipends in this MOU will be paid annually on the last paycheck in May.
6. Any information obtained during the cognitive coaching process shall be confidential and shall not be included in any formal evaluations.

Section 4. Peer Review for Continuing Contract Employees: Continuing contract employees will pair with a continuing contract employee for peer review during the three-year review cycle each of the two (2) years in the cycle not reviewed by a qualified and trained reviewer.

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

EDUCATION MINNESOTA,  
INTERMEDIATE SCHOOL DISTRICT  
917, LOCAL 3904

INTERMEDIATE SCHOOL  
DISTRICT NO. 917

\_\_\_\_\_  
President

\_\_\_\_\_  
Chair

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

\_\_\_\_\_  
Clerk

Dated: January 9, 2024

Dated: January 9, 2024

## **ATTACHMENT F**

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

#### **I. PURPOSE**

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

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

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

#### **II. TERM**

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

#### **III. TEACHER**

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

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

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

- A. Members. The Committee will consist of a total of nine representative, five representatives from the Union and four representatives from District administration.

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

## **V. PLAN MODIFICATIONS**

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

## **VI. POSTING REQUIREMENTS**

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

## **VII. COMPENSATION**

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

## **VIII. GRIEVABILITY**

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

EDUCATION MINNESOTA,  
INTERMEDIATE SCHOOL DISTRICT  
917, LOCAL 3904

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President

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Chief Employee Negotiator

Dated: January 9, 2024

INTERMEDIATE SCHOOL DISTRICT  
NO. 917

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Chair

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Clerk

Dated: January 9, 2024

**ATTACHMENT G**

**Memorandum of Understanding:  
BVI and DHH Teachers' Hiring Incentive**

Purpose of the Memorandum:

As a result of contract negotiations, the parties hereby agree to the following hiring incentive for teachers of the Blind/Visually Impaired (BVI) and teachers of the Deaf/Hard of Hearing (DHH) . The parties hereby agree that there is a severe shortage of teachers of the Blind/Visually Impaired (BVI) and teachers of the Deaf/Hard of Hearing (DHH) due to not having approved training programs in the state of Minnesota or the training programs in Minnesota do not align with the vision of the ISD 917 program(s).

BVI & DHH Teacher Hiring Incentive Procedures:

1. A new hire teacher of the Blind/Visually Impaired (BVI) and of the Deaf/Hard of Hearing (DHH) will be paid a hiring incentive stipend of \$5,000 each year of the first three (3) school years of employment. The stipend will be added to the annual salary and paid as part of their monthly payroll distribution.
2. Should a teacher of the Blind/Visually Impaired or of the Deaf/Hard of Hearing (DHH) be hired mid-year, the hiring incentive stipend will be prorated based on the number of days worked in that year and the teacher's partial year of employment will count as the first of three (3) school years for stipend eligibility purposes.

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

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

Education Minnesota  
Intermediate School District 917  
Local 3904

Intermediate School District 917

\_\_\_\_\_  
President

\_\_\_\_\_  
Chair

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Chief Employee Negotiator

Dated: January 9, 2024

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Clerk

Dated: January 9, 2024

**ATTACHMENT H**

**MEMORANDUM OF UNDERSTANDING:  
Additional Compensation for Student Numbers Exceeding MN Rule 3525.2340**

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

A process has been implemented to manage the decisions, procedures, and documentation to compensate teachers as outlined in this memorandum of understanding.

The elements of this process will include:

- When a teacher is absent and their students are divided among other teachers, the teachers who receive additional students will be compensated *if/when* the number of students in their care exceeds MN Rule 3525.2340 and if the teacher’s absence would otherwise require a substitute, but no substitute was obtained.
- When a teacher is absent, the teacher(s) who receives the additional students will receive additional hourly pay at the District’s current substitute pay rate. If the students are divided amongst multiple teachers whose student numbers exceeds MN Rule 3525.2340, the teachers will divide the hourly substitute pay stipend equally.
- There is a one (1) hour minimum for the process to be initiated, and it will be documented in half-hour increments after the one (1) hour minimum.
- The time will be reconciled and documented as soon as possible after the day that the re-distribution occurs.
- The assistant director/principal, or their designee, will be responsible for developing the plan for coverage and assigning students to the teacher(s).
- This process will not necessarily eliminate other processes such as subbing during preparation period.
- Committing to the implementation will not be “cost-out” against the contract.
- The business office and special education leadership will develop the procedure.

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

Education Minnesota  
ISD 917, Local 3904

Intermediate School District 917

\_\_\_\_\_  
President

\_\_\_\_\_  
Chair

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

\_\_\_\_\_  
Clerk

Dated: January 9, 2024

Dated: January 9, 2024

**ATTACHMENT I**

**Memorandum of Understanding:  
Teacher of Licensure**

As a part of contract negotiations, the parties hereby agree to the following protocol for compensating teachers when they serve as the teacher of licensure for students not assigned to their caseload.

A process has been implemented to manage the decisions, procedures, and documentation to compensate teachers as outlined in this memorandum of understanding. This process is intended for special education teachers who are serving on IEP teams as the teacher of licensure for students not assigned to their caseload. The elements of this process will include:

- When a teacher serves as the teacher of licensure (i.e. they hold the licensure that corresponds to the student’s disability) for a student’s IEP team because the teacher of the caseload to whom the student is assigned holds a licensure that does not match the disability, they will be compensated on a quarterly basis.
- The quarterly compensation for serving as the teacher of licensure for an IEP team will be \$50 per quarter per student.
- Assignments of teacher of licensure will be made by the program administrator at the beginning of each school year and may be modified by the program administrator as appropriate given changes in enrollment.
- Committing to the implementation will not be “cost-out” against the contract.
- The business office and special education leadership will develop the procedure.

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

Education Minnesota  
ISD 917, Local 3904

Intermediate School District 917

\_\_\_\_\_  
President

\_\_\_\_\_  
Chair

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

\_\_\_\_\_  
Clerk

Dated: January 9, 2024

Dated: January 9, 2024

**ATTACHMENT J**

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

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

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

Education Minnesota  
ISD 917, Local 3904

Intermediate School District 917

\_\_\_\_\_  
President

\_\_\_\_\_  
Chair

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

\_\_\_\_\_  
Clerk

Dated: January 9, 2024

Dated: January 9, 2024

**Memorandum of Understanding: Sick and Safe Leave (ESSL)**

Between

The School Board of Intermediate School District #917

and

DISTRICT 917 SPECIAL EDUCATION PROGRAM ASSISTANTS' FEDERATION

LOCAL 4242 AFT

NEA, EDUCATION MINNESOTA, AFLCIO

and

OFFICE AND PROFESSIONAL EMPLOYEES

INTERNATIONAL UNION, LOCAL 12

AFLCIO, CLC

and

DAKOTA COUNTY FEDERATION OF INTERPRETERS

LOCAL #3904A - AFT, NEA, EDUCATION MINNESOTA

and

917 RELATED SERVICES NURSES EDUCATIONAL SUPPORT PROFESSIONALS

EDUCATION MINNESOTA, LOCAL 7333

and

CLASSIFIED SCHOOL YEAR EMPLOYEES

WHEREAS, Minnesota State Statutes 181.9445 through 181.9448 outlines mandatory Earned Sick & Safe Time for Minnesota employers effective January 1, 2024;

WHEREAS, on January 1, 2024, Minnesota's Earned Sick and Safe Time ("ESST") statutes require employers to provide paid leave to employees who work in the state;

WHEREAS, an employee is anyone who works at least 80 hours in a year for an employer in Minnesota, including temporary and part-time employees, but does not include independent contractors;

WHEREAS, employers must provide each employee in Minnesota with one (1) hour of ESST for every 30 hours worked, with the ability to earn at least 48 hours of ESST in one year;

WHEREAS, Intermediate School District 917's existing leave policies, in the form of sick leave for the employee groups herein, already meets Minnesota's minimum ESST requirements listed above in terms of the amount of sick leave time provided to employees;

WHEREAS, the District now seeks to clarify how its existing sick leave for the employee groups herein may be used in a manner that is consistent with the new ESST statutes.

NOW THEREFORE, the parties agree as follows:

1. For an employee, who is a member of an employment group identified above, and who fulfills a position with a set schedule, calendar, and work hours and is paid for their regular hours without a timesheet the following shall apply:
  - a. For ESST compliance purposes, the sick leave outlined in each employment group contract shall be frontloaded at the beginning of each fiscal year.
  - b. For the purposes of consistency of contracts and policies referring to paid time off, such as time off allotted for illness or medical/dental appointments, as "leave" types, time off aligned with Minnesota's Earned Sick and Safe Time statutes shall be referred to as

“Earned Sick and Safe Leave” or “ESSL.”

- c. The fiscal year for all employees begins on July 1 and ends on June 30. This will be the 12-month period the District uses for ESST compliance.
  - d. The yearly allotment of sick leave outlined in each employment group contract shall be designated as ESSL under the new ESST statutes. Employees may use their contractual sick leave for the reasons outlined in the new ESST statutes.
  - e. Unused ESSL will roll over into an employee’s traditional sick leave bank for future use as specified in each employment group contract’s sick leave language. ESSL that rolls over into an employee’s sick leave bank will not be considered statutory earned sick and safe time and may be used only for the purposes for which the District authorizes an employee to use traditional sick leave.
  - f. If an employee’s yearly allotment of sick leave outlined in each employment group contract is less than 80 hours for the fiscal year, additional sick leave will be added to equal 80 hours for the 2023-2024 fiscal year.
    - i. For example, if an employee works seven and a half (7.5) hours per day and was frontloaded ten (10) days of sick leave (i.e. 75 hours) for the July 2023 – June 2024 fiscal year, per their contract, the employee would be provided with an additional five (5) hours of sick leave to equate to a total of 80 hours for the year, regardless of how many or how few hours the employee has used of this year’s allotment.
    - ii. However, for example, if an employee works seven (7) hours per day and was frontloaded twelve (12) days of sick leave (i.e. 84 hours) for the July 2023 – June 2024 fiscal year, per their contract, the employee would not be provided with any additional sick leave.
  - g. Unused sick leave from previous fiscal years will not be considered ESST-protected by statute and may be used according to each contract’s sick leave language and only to the extent the District authorizes an employee to use traditional sick leave.
2. For a part-time employee, who work at least 80 hours, and who is a member of an employment group identified above, and who submits their hours worked for pay via a timesheet, shall accrue ESSL monthly, replacing their current allotment of sick leave, if applicable, at a prorated rate in relation to full-time, 1.0 FTE employees’ sick leave allotment outlined in the corresponding employment group contract but no less than one (1) hour of ESSL for every 30 hours worked, with the ability to accumulate at least 48 hours of ESSL each year.
  3. The provisions of this Memorandum will apply until the individual employees and employee groups affected by this Resolution renegotiate the terms and conditions of their employment with the District. The parties will address how ESST will be handled in future years when terms and conditions of employment are renegotiated.

By signing below, the parties agree to the above-described understanding.

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

DISTRICT #917 SPECIAL EDUCATION  
PROGRAM ASSISTANTS FEDERATION,  
LOCAL 4242

Intermediate School District  
DISTRICT NO. 917

\_\_\_\_\_  
President  
Dated: January \_\_\_\_, 2024

\_\_\_\_\_  
Chair

OFFICE AND PROFESSIONAL EMPLOYEES  
INTERNATIONAL UNION, LOCAL 12

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Clerk  
Dated: January 9, 2024

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President  
Dated: January \_\_\_\_, 2024

DAKOTA COUNTY FEDERATION OF  
INTERPRETERS, LOCAL 3904A

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President  
Dated: January \_\_\_\_, 2024

917 RELATED SERVICE NURSES EDUCATIONAL  
SUPPORT PROFESSIONALS, LOCAL 7333

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President  
Dated: January \_\_\_\_, 2024

CLASSIFIED SCHOOL YEAR EMPLOYEES

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Representative  
Dated: January \_\_\_\_, 2024



Member \_\_\_\_\_ introduced the following Resolution and moved its adoption:

**RESOLUTION REGARDING SICK AND SAFE LEAVE (ESSL)  
FOR SCHOOL-YEAR NON-UNION EMPLOYEES**

WHEREAS, Minnesota State Statutes 181.9445 through 181.9448 outlines mandatory Earned Sick & Safe Time for Minnesota employers effective January 1, 2024;

WHEREAS, on January 1, 2024, Minnesota’s Earned Sick and Safe Time (“ESST”) statutes require employers to provide paid leave to employees who work in the state;

WHEREAS, an employee is anyone who works at least 80 hours in a year for an employer in Minnesota, including temporary and part-time employees, but does not include independent contractors;

WHEREAS, employers must provide each employee in Minnesota with one (1) hour of ESST for every 30 hours worked, with the ability to earn at least 48 hours of ESST each year;

WHEREAS, Intermediate School District 917’s existing leave policy, in the form of Paid-Time Off (PTO) for the non-union employee groups identified below, already meets Minnesota’s ESST requirements in terms of the amount of PTO provided to employees;

WHEREAS, the District now seeks to clarify how its existing PTO for the employee groups herein may be used in a manner consistent with the new ESST statutes.

NOW, THEREFORE, BE IT RESOLVED by the School Board of Intermediate School District No. 917, as follows:

1. This Resolution applies to the following non-union employee groups:
  - a. Board Certified Behavior Analysts (BCBAs) & Mental Health Professional Coordinators (MHPCs)
  - b. Independent Licensed Psychologists & Centralized Intake and Due Process Coordinators
2. For the purposes of consistency of contracts and policies referring to paid time off, such as time off allotted for illness or medical/dental appointments, as “leave” types, time off aligned with Minnesota’s Earned Sick and Safe Time statutes shall be referred to as “Earned Sick and Safe Leave” or “ESSL.”
3. Full-time school-year salaried employees, per their existing contract, shall have access to thirteen (13) days (i.e. 104 hours) of PTO. Of that available PTO, up to ten (10) days (i.e. 80 hours) can be used as Sick and Safe Leave to be frontloaded at the beginning of each fiscal year starting with the fiscal year commencing July 1, 2023. Consistent with the Department of Labor and Industry’s FAQ guidance regarding ESST, the District will count leave time already provided at the start of the fiscal year and used by employees between July 1, 2023 and January 1, 2024 as meeting its obligations under the new ESST statutes.

4. School-year employees who work 0.80 FTE or greater shall have access to Sick and Safe Leave in the form of PTO to be frontloaded at the beginning of each fiscal year starting with the fiscal year commencing July 1, 2023, at a prorated rate in relation to full-time, 1.0 FTE employees' PTO allotment listed above but no less than 80 hours. Consistent with the Department of Labor and Industry's FAQ guidance regarding ESST, the District will count leave time already provided at the start of the fiscal year and used by employees between July 1, 2023 and January 1, 2024 as meeting its obligations under the new ESST statutes.
5. School-year employees who work at least 80 hours in a year up to 0.80 FTE shall accrue Sick and Safe Leave monthly, replacing their current allotment of PTO, if applicable, at a prorated rate in relation to full-time, 1.0 FTE employees' PTO allotment listed above but no less than one (1) hour of ESSL for every 30 hours worked, with the ability to accumulate at least 48 hours of ESSL each year.
6. The fiscal year for all employees begins on July 1 and ends on June 30.
7. Employees may use their ESSL for the reasons outlined in Minnesota's new ESST statutes.
8. Unused ESSL/PTO will roll over into a sick leave bank for future use consistent with each employee contract's sick leave language as non-ESST leave and may only be used for the purposes for which the District allows employees to use traditional sick leave. Employees subject to Paragraph 5 above will be allowed to carry over unused ESSL from one year to the next, subject to a maximum accrual of 80 hours unless their individual terms and conditions of employment provide for a higher amount for sick leave accrual.
9. The provisions of this Resolution will apply until the individual employees and employee groups affected by this Resolution renegotiate the terms and conditions of their employment with the District. The parties will address how ESST/ESSL will be handled in future years when terms and conditions of employment are renegotiated.

The motion for the adoption of this Resolution was duly seconded by \_\_\_\_\_ and upon a vote being taken thereon, this Resolution was declared duly passed and adopted on January 9, 2024.

Member \_\_\_\_\_ introduced the following Resolution and moved its adoption:

**RESOLUTION REGARDING SICK AND SAFE LEAVE (ESSL)  
FOR NON-UNION EMPLOYEES**

WHEREAS, Minnesota State Statutes 181.9445 through 181.9448 outlines mandatory Earned Sick & Safe Time for Minnesota employers effective January 1, 2024;

WHEREAS, on January 1, 2024, Minnesota’s Earned Sick and Safe Time (“ESST”) statutes require employers to provide paid leave to employees who work in the state;

WHEREAS, an employee is anyone who works at least 80 hours in a year for an employer in Minnesota, including temporary and part-time employees, but does not include independent contractors;

WHEREAS, employers must provide each employee in Minnesota with one (1) hour of ESST for every 30 hours worked, with the ability to earn at least 48 hours of ESST each year;

WHEREAS, Intermediate School District 917’s existing leave policy, in the form of sick leave for the non-union employee groups identified below, already meets Minnesota’s ESST requirements in terms of the amount of sick leave time provided to employees;

WHEREAS, the District now seeks to clarify how its existing sick leave for the employee groups herein may be used in a manner consistent with the new ESST statutes.

NOW, THEREFORE, BE IT RESOLVED by the School Board of Intermediate School District No. 917, as follows:

1. This Resolution applies to the following non-union employee groups:
  - a. Assistant Director/Principal and Secondary Principal
  - b. Classified Full-Year Employees: Finance, Human Resources, and Information Technology
  - c. Coordinators: Communications, Innovation, & Public Relations and Technology
  - d. Custodial and Delivery Employees
  - e. Deans and Liaisons
  - f. Executive Assistant to the Superintendent & School Board
  - g. Executive Directors and Directors
  - h. Superintendent
2. For the purposes of consistency of contracts and policies referring to paid time off, such as time off allotted for illness or medical/dental appointments, as “leave” types, time off aligned with Minnesota’s Earned Sick and Safe Time statutes shall be referred to as “Earned Sick and Safe Leave” or “ESSL.”
3. Year-round salaried and hourly employees, per their existing contract, shall have access to twelve (12) days (i.e. 96 hours) of Sick and Safe Leave, replacing their current allotment of

sick leave, to be frontloaded at the beginning of each fiscal year starting with the fiscal year commencing July 1, 2023. Consistent with the Department of Labor and Industry's FAQ guidance regarding ESST, the District will count leave time already provided at the start of the fiscal year and used by employees between July 1, 2023 and January 1, 2024 as meeting its obligations under the new ESST statutes.

4. Year-round part-time salaried and hourly employees who work 0.85 FTE or greater shall have access to Sick and Safe Leave, replacing their current allotment of sick leave, to be frontloaded at the beginning of each fiscal year starting with the fiscal year commencing July 1, 2023, at a prorated rate in relation to full-time, 1.0 FTE employees' sick leave allotment listed above but no less than 80 hours. Consistent with the Department of Labor and Industry's FAQ guidance regarding ESST, the District will count leave time already provided at the start of the fiscal year and used by employees between July 1, 2023 and January 1, 2024 as meeting its obligations under the new ESST statutes.
5. Year-round part-time salaried and hourly employees who work at least 80 hours in a year up to 0.84 FTE shall accrue Sick and Safe Leave monthly, replacing their current allotment of sick leave, if applicable, at a prorated rate in relation to full-time, 1.0 FTE employees' sick leave allotment listed above but no less than one (1) hour of ESSL for every 30 hours worked, with the ability to accumulate at least 48 hours of ESSL each year.
6. The fiscal year for all employees begins on July 1 and ends on June 30.
7. Employees may use their ESSL for the reasons outlined in Minnesota's new ESST statutes.
8. Unused ESSL will roll over into a sick leave bank for future use consistent with each employee contract's sick leave language as non-ESST leave and may only be used for the purposes for which the District allows employees to use traditional sick leave. Employees subject to Paragraph 5 above will be allowed to carry over unused ESSL from one year to the next, subject to a maximum accrual of 80 hours unless their individual terms and conditions of employment provide for a higher amount for sick leave accrual.
9. The provisions of this Resolution will apply until the individual employees and employee groups affected by this Resolution renegotiate the terms and conditions of their employment with the District. The parties will address how ESST/ESSL will be handled in future years when terms and conditions of employment are renegotiated.

The motion for the adoption of this Resolution was duly seconded by \_\_\_\_\_ and upon a vote being taken thereon, this Resolution was declared duly passed and adopted on January 9, 2024.



**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: January 9, 2024  
RE: Policies

**The policy listed below are a first and final reading:**

- 461 Staff Use of District Facilities and Equipment – no changes
- 465 Employee Time Off for Union Negotiation Activities – no changes
- 467 Staff Recognition Program – \$ change
- 483 Uniforms for School District Personnel – no changes

*Intermediate School Board Policy 461 Staff Use of District Facilities/Equipment  
Board Approved November 10, 2020  
Board reviewed, first and final reading, January 9, 2024*

**This policy will be deleted and move to the Staff Handbook and Culture Guide**

#### **461 Staff Use of District Facilities/Equipment**

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

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

## **465 EMPLOYEE TIME OFF FOR UNION NEGOTIATION ACTIVITIES**

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

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

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

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

**467 STAFF RECOGNITION PROGRAM**

**I. PURPOSE OF POLICY**

The purpose of this policy is to promote the efficient and effective operation of Intermediate School District 917 through recognition of both the length of employment and service of high distinction as recognized by the employee’s peers and administration.

**II. GENERAL STATEMENT OF POLICY**

The School Board of Intermediate School District 917, in keeping with its obligations to its employees, has incorporated into its compensation plan for all of its employees a “staff recognition program” as described in this policy.

The School Board of Intermediate School District 917 authorizes the administration to develop a program for the recognition of staff members and their contributions to the success of Intermediate School District 917 in providing a high quality of education.

**III. THIS PROGRAM SHALL INCLUDE AT A MINIMUM:**

- A. **A recognition event with appropriate food served to all attendees.** This event will be held in the spring of each year and shall be open to all staff of Intermediate School District 917.
- B. **Recognition awards for years of service.** Such awards shall be appropriate for the number of years of service and shall be of a monetary value of approximately:
  - 1. For 10 years of service \$25
  - 2. For 15 years of service \$50
  - 3. For 20 years of service ~~\$75~~ **\$85**
  - 4. For 25 years of service \$100
  - 5. For 30, 35, and 40 years of service \$125  
(\$100 is the District support and \$25 is fundraising.)
  - 6. For employees who retire from Intermediate School District 917, an award of a school bell of a value of approximately ~~\$50~~ **\$85** shall be made.
- C. **Recognition of individual staff for exemplar service.** Staff members may be recognized on a quarterly basis by the School Board and the administration for service to students and to the District. Employee organizations and or

departments will establish a process for determining the recipients of such recognition.

- D. **Outstanding Service.** Annually the District may recognize up to two teachers as teachers of the year. One additional non-certified staff member may be recognized as an employee of the year.

Employees of the year shall be awarded an appropriate plaque to commemorate their honor.

\* \* \* \* \*

FYI---this is to give an example of pricing

- 1. For 10 years of service \$25-----**Plaque**
- 2. For 15 years of service \$50-----**Yetti Mug**
- 3. For 20 years of service \$75-----**Mantle Clock**
- 4. For 25 years of service \$100-----**\$\$ or engraved watch**
- 5. For 30, 35, and 40 years of service \$125 ----**Gift card**  
(\$100 is the District support and \$25 is fundraising.)
- 6. For employees who retire from Intermediate School District 917, an award of a school bell of a value of approximately \$50 shall be made. **THE BELL IS AROUND \$85 now unless you want a smaller bell.**

*Intermediate School District 917 Policy 483 Uniforms for School District Personnel, Safety Eyewear, and Other Personal Protective Equipment  
Board Approved November 10, 2020  
Board reviewed, first and final reading, January 9, 2024*

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

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

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

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

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

The administration shall develop procedures to implement this policy.