

Work Session

Tuesday, February 6, 2024 4:30 PM

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

I. Call to Order - Chair Cindy Nordstrom

II. Conduct Pledge of Allegiance - Chair Cindy Nordstrom

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

IV. Review reinstating the Personnel Committee - Dr. Michael Favor

V. New Business - Chair Cindy Nordstrom (Collaboration)

V.A. Review Revised Budget for 2023-2024 - Nicolle Roush

V.B. Review Maintenance Payments to Member Districts - Nicolle Roush

V.C.

Review Resolution Directing Administration to Make Recommendations for Reductions in Programs and Positions and Reasons Therefore - Dr. Michael Favor

V.D. Review contracts for Executive Directors, Directors, Assistant Directors/Principal, Coordinators, Assistant Principals and Liaisons for 2023-2025 - Dr. Michael Favor

V.E. Review Policies - Supt. Dr. Michael Favor (*Integrity*)

- 410 Family Medical Leave Policy, first reading
- 555 Student Field Trips, first and final
- 807 Health & Safety Policy, first and final
- 815 Naming of School Buildings, first and final

VI. Member District Updates - All

VII. Adjournment - Chair Cindy Nordstrom



Intermediate School District 917

Fiscal Year 2024 Proposed Revised Budget

February 6, 2024

Nicolle Roush
Executive Director of Business Services



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ISD 917 Vision And Mission

Vision

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

Mission

In partnership with member districts, Intermediate School District 917 provides high quality, equitable, and specialized programming to meet the needs of all students.



Budget Development & Core Values

Collaboration

Working together to achieve more collectively

Empathy

Considering and respecting the perspective and needs of member districts, students, families, and staff

Innovation

Ongoing improvement of programs and services

Stewardship

Managing financial and human resources carefully and responsibly

Communication

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

Integrity

Aligning our actions with our values and beliefs

Personalization

Building on the strengths and addressing the unique needs of individual students

Equity

Intentionally providing opportunities while removing barriers at all levels of the organization

Diversity

Appreciating and valuing everyone's unique selves



Budget Development & Strategic Directions



Increase student achievement and engagement

Support and lead staff through continuous improvement

Increase social-emotional learning and skills for students and staff

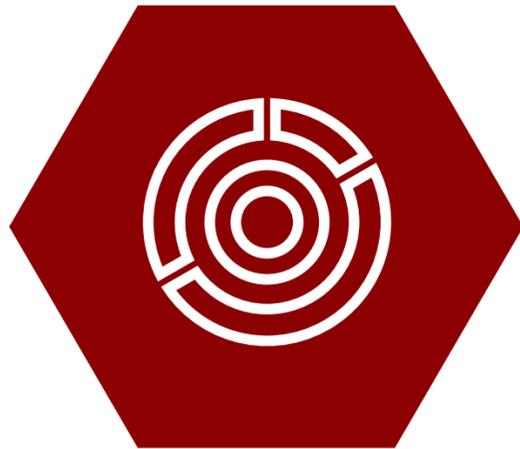
Increase support for ALL through inclusive practices

Deepen engagement of stakeholders through quality, equitable communication practices



Stewardship & Integrity:

ISD 917 Budget Development Process



Proposed Budget Development

January - June

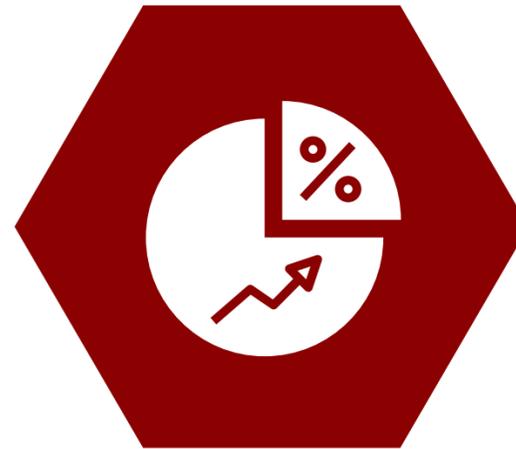
In collaboration with internal and external stakeholders, we develop a proposed budget to support our academic and other programs based on current and projected student enrollments.



School Board Budget Approval

June

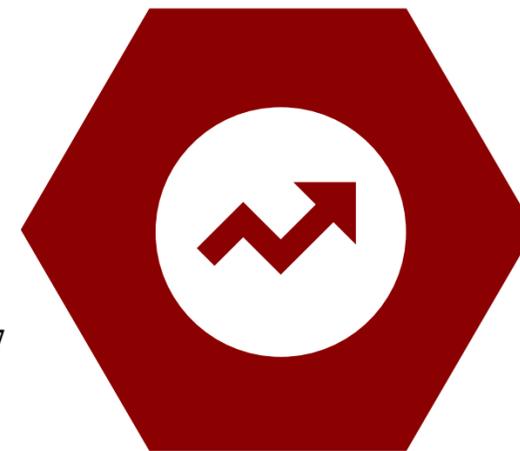
The ISD 917 School Board reviews the proposed budget to ensure it aligns with the district's core values, strategic directions, proposed programming, etc., then discusses and approves it at the June board meeting.



Adopted Budget

July - June

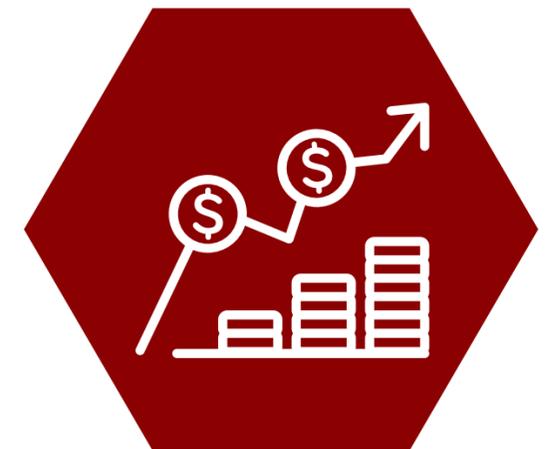
Throughout the school year, ISD 917 makes financial decisions based on the adopted budget.



Revised Budget Development

October - January

If/ as financial conditions change substantially, district administration may request that the ISD 917 School Board review and pass a revised budget to account for changing contexts.



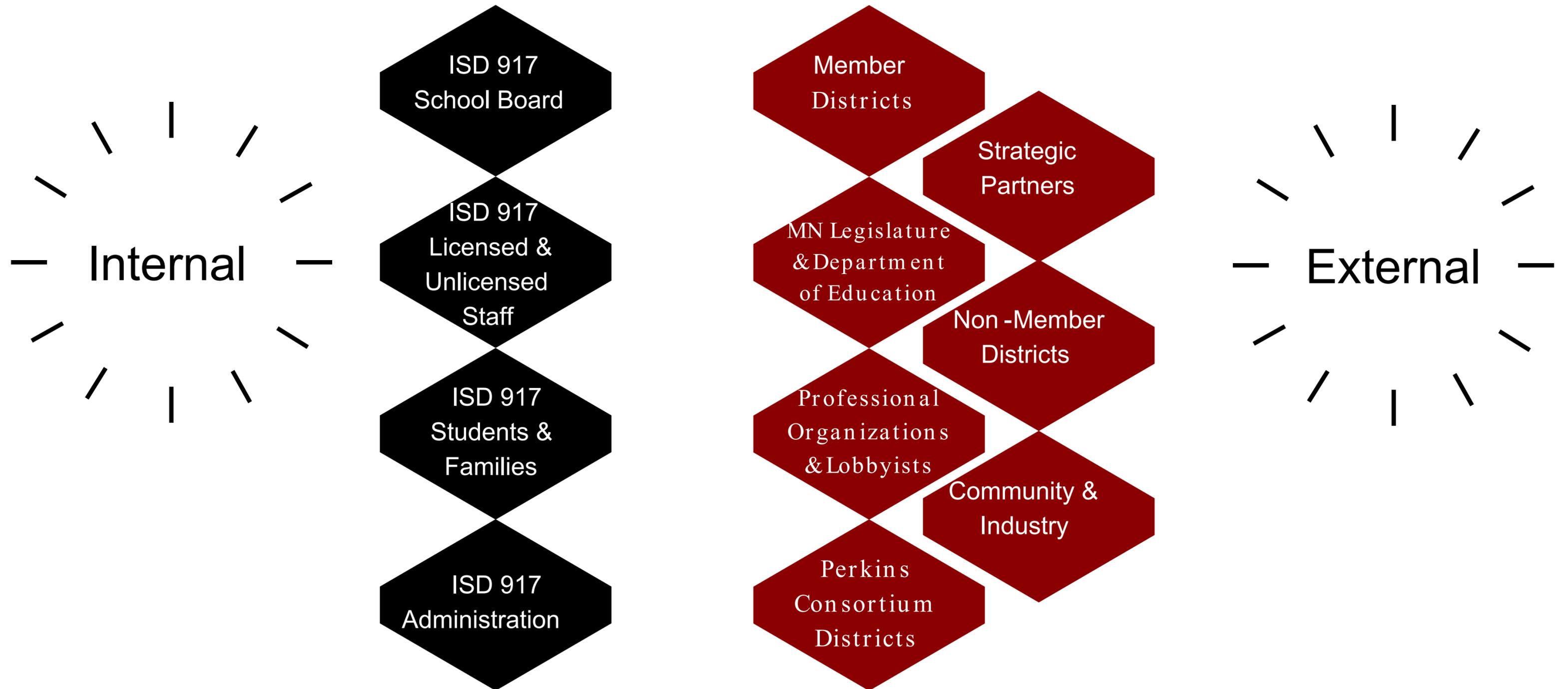
Annual Financial Audit

July - December

An objective review of ISD 917 financial statements by an independent auditor who conducts a thorough review to ensure "financial statements as a whole are free from material misstatement, whether due to fraud or error."



Empathy, Collaboration, & Communication: Internal & External Stakeholders



Innovation, Personalization, Equity, & Diversity: MN K12 2023 Education Finance Bill

CURRENTLY Included in
ISD 917 FY24 Proposed Revised Budget

- **4%** General Education formula increase - *Approximately \$104,837*
- Innovation Grant through State Appropriation - *\$980,918*
- PELSB Grant - *\$169,063*
- School Unemployment Insurance Aid - *\$250,000*
- Special Ed Separate Site Aids - *\$596,398*
- Universal Free Breakfast & Lunch

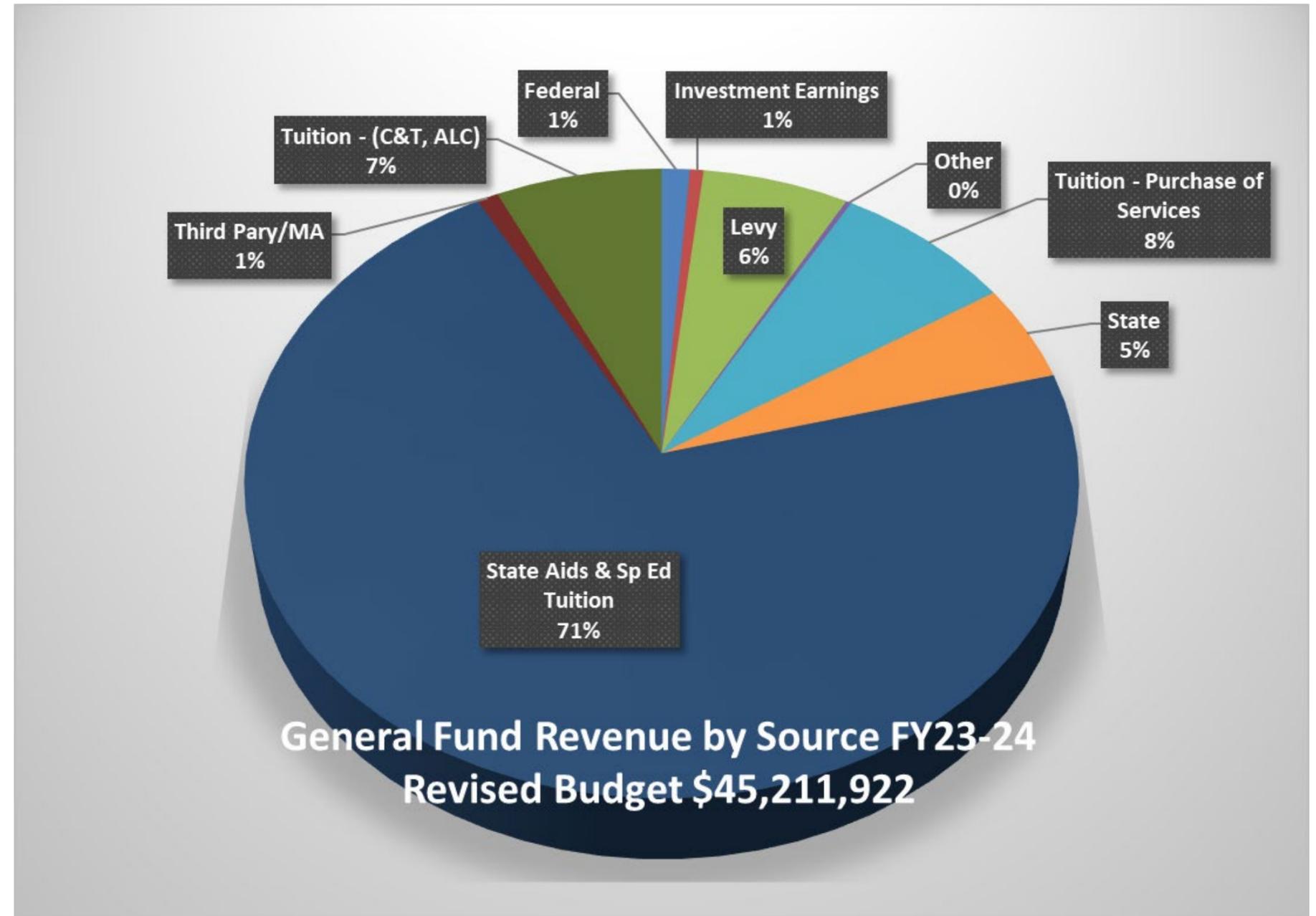
NOT Included in
ISD 917 FY24 Proposed Revised Budget

- Teacher Staff Shortage & Diversity Grants
- Career & Technical Education Grants
- Student Support Personnel Aid
- READ Act
- EL Cross-Subsidy
- Pupil Transportation Aid
- Special Education Cross Subsidy



Stewardship & Integrity: Funding Sources for ISD 917 FY24

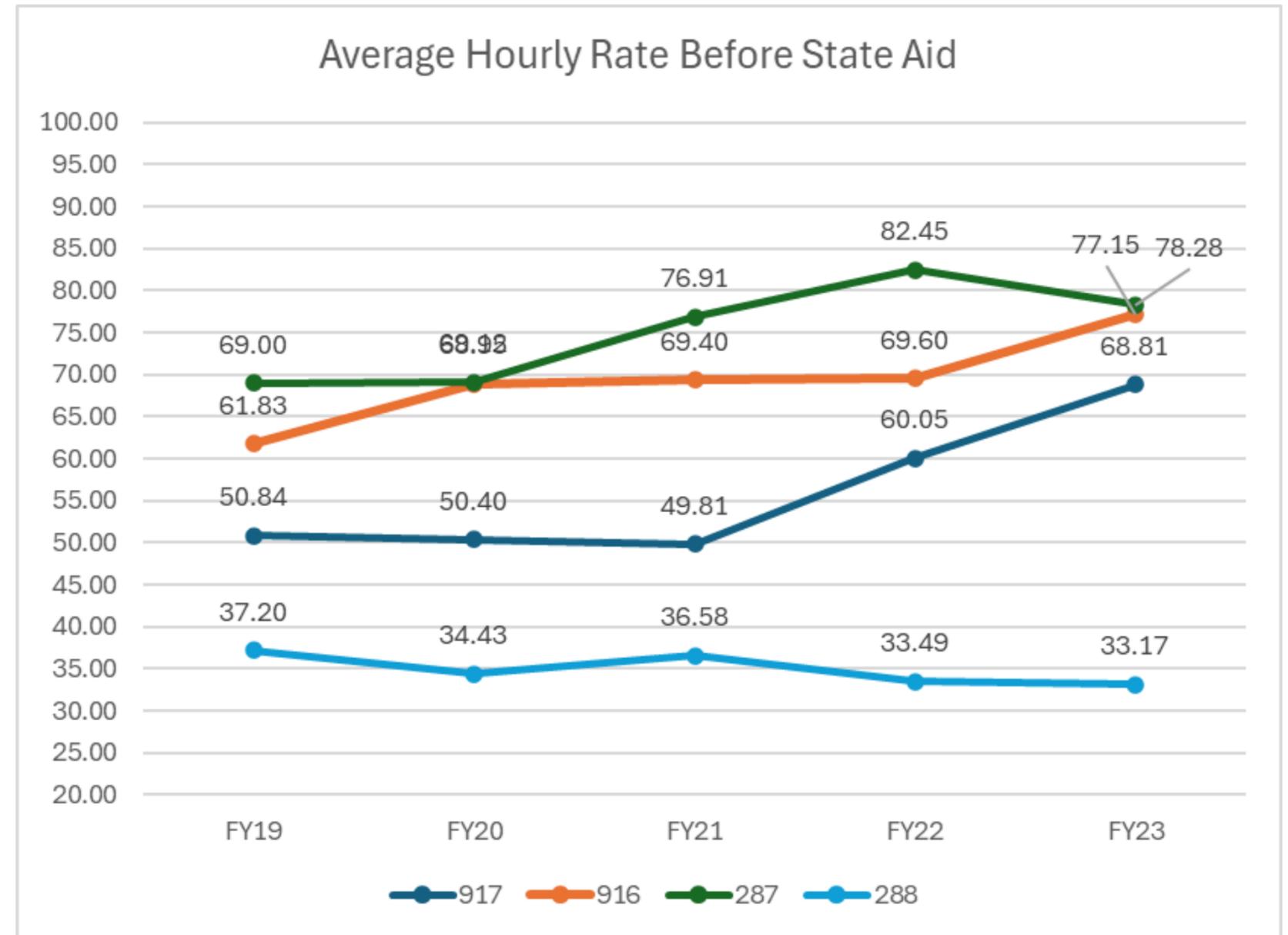
- Proposed FY24 General Fund Revenues = **\$45,211,922**
- The largest revenue source for ISD 917 is from **special education tuition** from school districts
- 86% of funding (approximately \$39 million) comes from tuition billing
- Most funding for Intermediate School Districts is filtered through member school districts



| | Special Education | Career & Technical Education (CTE) | Alternative Learning (DCALS) |
|-------------------------------------|---|--|---|
| FY24 Tuition Hourly Rate | \$77.91 | \$17.25 | N/ A |
| FY24 Tuition Hourly Rate Change | +9.01% | +23.83% | N/ A |
| FY24 Expenditure Budget Increase | +2.9% | +12.77% | +7.89% |
| Impact on Member Districts for FY24 | Due to anticipated student hours decrease of -4.76% (-18.93 ADMs), est. rate will increase compared to FY23 | Due to anticipated student hours decrease of -8.95% (-6.69 ADMs), est. rate will increase compared to FY23 | DCALS anticipates an increase in enrollment of 3.58% (6.94 ADMs) and a tuition revenue increase of 6.4% |
| How Rates Are Calculated | MDE determination: (FY24 special education eligible costs + FY23 state aid + FY24 general education revenue)/ student estimated hours | ISD 917 determination of actual expenditures and student estimated hours | MDE determination: MDE's prescribed general education formula per student weighted ADM |

Stewardship: Comparison of Intermediate School Districts

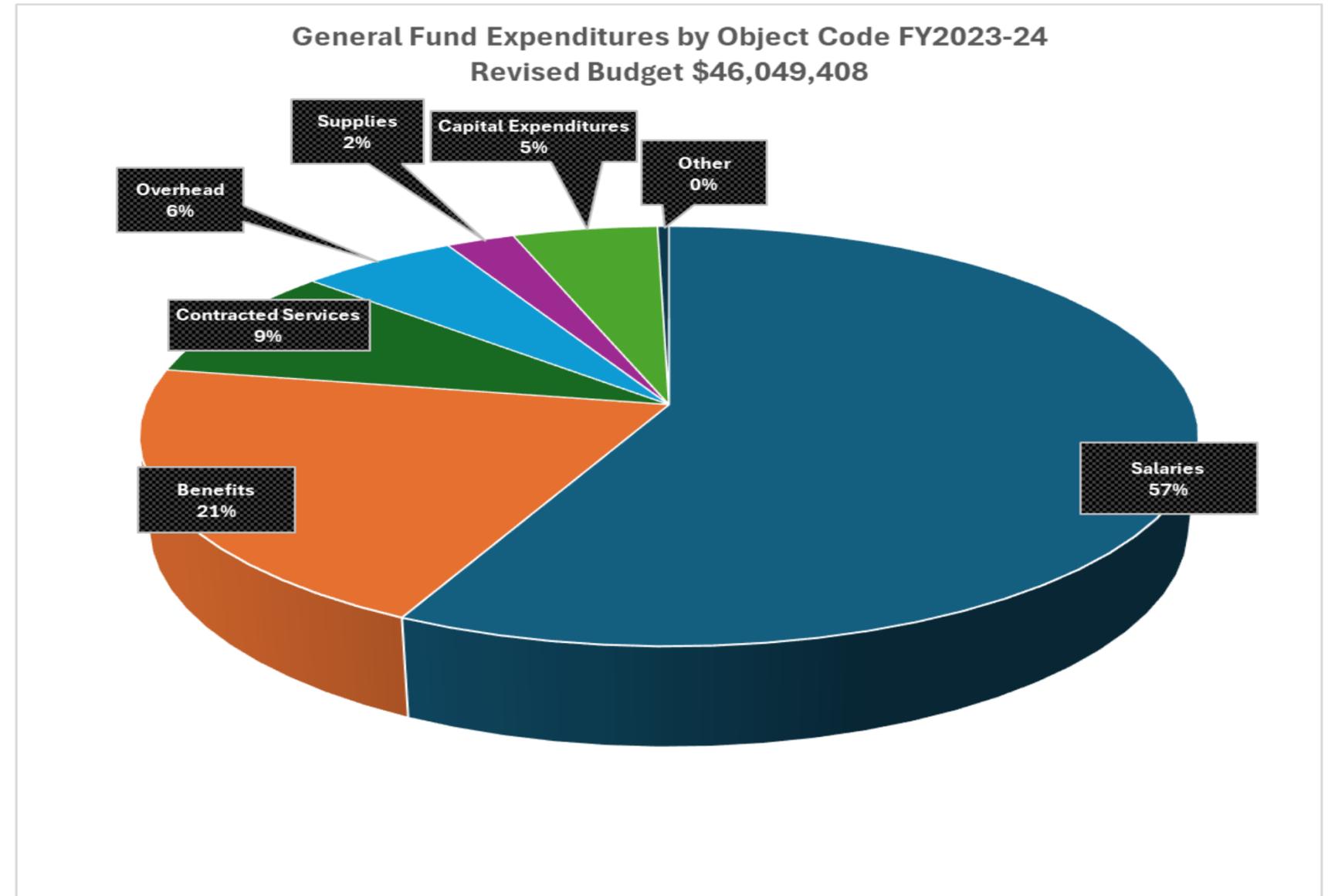
- For the past five years for which we have data, ISD 917 has ranked **2nd** in cost-effectiveness among the four Intermediate School Districts
- Average hourly rates before state aid at ISD 917 ranged from \$49.81 to \$68.81 over the past five years for which we have data
- Average hourly rates among the Intermediate School Districts ranged from \$33.17 to \$78.28 in FY 2023



Source: MDE Data Center - Special Education Tuition Billing
MDE Minnesota Funding Reports

Stewardship, Integrity, Equity, Diversity, & Personalization: Revised Expenditures for ISD 917 FY24

- Proposed FY24 General Fund Expenditures = **\$46,049,408**
- The largest expenditures for ISD 917 are **salaries** (57%) and **benefits** (21%) for ISD 917 staff
- 78% of funding (approximately \$35.8 million) goes to salaries and benefits





Stewardship: Fund Balance

- ISD 917 FY24 Proposed Revised Budget includes a 20.7% fund balance, \$9,241,971
- ISD 917 Policy 714: Fund Balance states ISD 917 will strive to maintain a minimum unassigned general fund balance of 15% of the annual budget
- The proposed revised fund balance reflects a -1.63% decrease from FY23 actual audit financial statements due to less general education revenue than overhead and facilities expenditures
- Our plan to address this decrease is to recruit additional teachers and paraprofessionals to increase student enrollment and eliminate a waiting list for special education programs (approximately 105 students, currently)



Stewardship & Integrity: FY24 Budget Actions

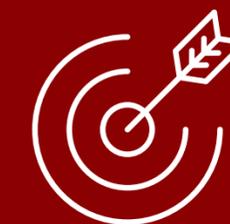
During FY24:

- Negotiate competitive contracts to retain and recruit unfilled teaching positions
- Support innovation to hire highly qualified teachers
- Utilize Listening Circles to inform development of retention plan
- Monitor tuition rates for special education and CTE
- Continue seeking federal, state, and other grant opportunities (currently 5.2% of revenue in ISD 917 FY24 budget)
- Adjust staffing and operations costs accordingly with enrollment changes while supporting strategic directions and implementation of core values
- Evaluate program models for DCALS and CTE to design relevant and financially viable programming



Summary of FY24 Adopted Expenditure Budget vs. ISD 917 FY24 Proposed Revised Budget

- Overall **operating fund** proposal includes a decrease in expenditures of 3.31%, -\$1.58 million
- Total of **all** district funds proposal is a decrease of -3.34%, -\$1.76 million
- Proposal incorporates:
 - Estimated and actual salaries and benefits for employees
 - Program enhancements
 - Cost containment in certain programs due to lower enrollment, changes in levies, and grant funding adjustments
 - Unfilled staff compliments of 20 non-licensed paraprofessional FTEs



Thank You!

Questions?

Learn more about ISD 917 at:

www.isd917.org

<https://www.facebook.com/intermediate917>

<https://www.instagram.com/intermediate917>

Nicolle Roush
Executive Director of Business Services



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Intermediate School District 917

Proposed Revised Budget 2023 - 2024

February 6, 2024

ISD 917 Hours and Rate Comparison Secondary Education & Special Education Programs

Secondary Technical Center Programs:

| | 2022-23 Act. | 2023-24 Est. | % change | |
|--|-----------------------|-----------------------|-----------------|-------------|
| Secondary Career & Technical Programs Average Rate | Hourly Rates 13.93 | Hourly Rates 17.25 | 23.83% | |
| | 2022-23 Act. | 2023-24 Est. | % change | |
| | Billable Hours | Billable Hours | | |
| Secondary Vocational Student Billable Hours | 77,524 | 70,584 | -8.95% | -6.69 ADM's |
| DCALS Student Billable Hours (unweighted) | 114,756 | 105,876 | -7.74% | -8.55 ADM's |
| DCALS North Student Billable Hours (unweighted) | 62,815.65 | 78,888.00 | 25.59% θ | 15.48 ADM's |
| DCALS Ext. Day Student Billable Hours (unweighted) | 23,504.60 | 23,510.70 | 0.03% | 0.01 ADM's |
| Total Student Billable Hours | 278,600 | 278,859 | 0.09% | 0.00 |

Special Education Programs:

| | 2022-23 Est. | 2023-24 Est. | % change | |
|--|-----------------------|-----------------------|-----------------|--------------|
| Special Education Resource Program Average Rate | Hourly Rates 71.47 | Hourly Rates 77.91 | 9.01% | |
| Purchase of Services Agreements Average Cost per FTE | 120121.08 | 124610.77 | 3.74% | |
| | 2022-23 Est. | 2023-24 Est. | % change | |
| | Billable Hours | Billable Hours | | |
| Special Education Resource Student Billable Hours | 412,891 | 393,246 | -4.76% | -18.93 ADM's |
| Special Education Purchase of Service Billable Hrs | 40,491 | 40,292 | -0.49% | -0.13 FTE's |
| Total Student Billable Hours | 453,382 | 433,538 | -4.38% | |

Intermediate Rate Comparison

Updated 1/09/24

Intermediate School District 917

| Fiscal year | Ratio Exp to Aid | Total exp | Total aid | Exp after aid applied | Billable hrs (sped only) | Hrly rate before aid | Hrly rate after aid |
|-------------|------------------|--------------|--------------|-----------------------|--------------------------|----------------------|---------------------|
| FY17 | 0.59 | \$17,225,861 | \$10,175,078 | \$7,050,783 | 414217 | \$41.59 | \$17.02 |
| FY18 | 0.59 | \$19,066,257 | \$11,023,393 | \$8,042,864 | 411310 | \$46.35 | \$19.55 |
| FY19 | 0.53 | \$22,340,891 | \$11,914,174 | \$10,426,717 | 439413 | \$50.84 | \$23.73 |
| FY20 | 0.55 | \$25,425,613 | \$13,906,025 | \$11,519,588 | 504435 | \$50.40 | \$22.84 |
| FY21 | 0.61 | \$26,596,637 | \$16,346,094 | \$10,250,542 | 533975 | \$49.81 | \$19.20 |
| FY22 | 0.62 | \$26,613,637 | \$16,533,281 | \$10,080,356 | 443179 | \$60.05 | \$22.75 |
| FY23 | 0.65 | \$25,862,722 | \$16,892,188 | \$8,970,534 | 375862 | \$68.81 | \$23.87 |

Northeast Metro 916

| Fiscal year | Ratio Exp to Aid | Total exp | Total aid | Exp after aid applied | Billable hrs (sped only) | Hrly rate before aid | Hrly rate after aid |
|-------------|------------------|--------------|--------------|-----------------------|--------------------------|----------------------|---------------------|
| FY17 | 0.55 | \$25,287,090 | \$13,932,241 | \$11,354,849 | 513878 | \$49.21 | \$22.10 |
| FY18 | 0.53 | \$30,175,838 | \$15,963,412 | \$14,212,426 | 544881 | \$55.83 | \$26.08 |
| FY19 | 0.58 | \$31,767,389 | \$18,467,207 | \$13,300,182 | 513811 | \$61.83 | \$25.89 |
| FY20 | 0.57 | \$34,523,230 | \$19,746,895 | \$14,776,335 | 500704 | \$68.95 | \$29.51 |
| FY21 | 0.62 | \$35,570,000 | \$22,204,398 | \$13,365,603 | 512567 | \$69.40 | \$26.08 |
| FY22 | 0.66 | \$32,538,567 | \$21,347,636 | \$11,190,931 | 467539 | \$69.60 | \$23.94 |
| FY23 | 0.6 | \$33,983,395 | \$20,528,027 | \$13,455,368 | 440506 | \$77.15 | \$30.55 |

Intermediate School District 287

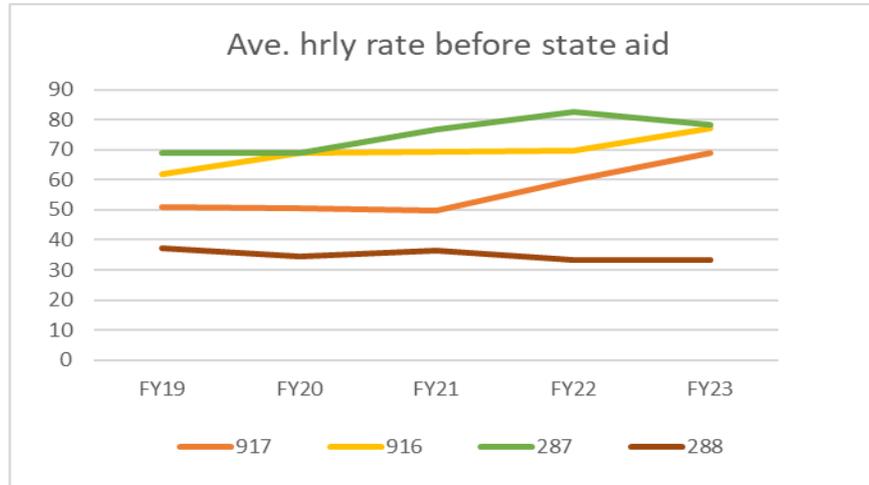
| Fiscal year | Ratio Exp to Aid | Total exp | Total aid | Exp after aid applied | Billable hrs (sped only) | Hrly rate before aid | Hrly rate after aid |
|-------------|------------------|--------------|--------------|-----------------------|--------------------------|----------------------|---------------------|
| FY17 | 0.53 | \$38,769,097 | \$20,498,074 | \$18,271,023 | 638535 | \$60.72 | \$28.61 |
| FY18 | 0.59 | \$37,802,164 | \$22,392,901 | \$15,409,263 | 595009 | \$63.53 | \$25.90 |
| FY19 | 0.55 | \$39,985,087 | \$22,093,866 | \$17,891,221 | 579524 | \$69.00 | \$30.87 |
| FY20 | 0.57 | \$40,342,871 | \$23,138,896 | \$17,203,976 | 583679 | \$69.12 | \$29.48 |
| FY21 | 0.59 | \$41,275,184 | \$24,467,393 | \$16,807,791 | 536687 | \$76.91 | \$31.32 |
| FY22 | 0.6 | \$39,818,856 | \$23,679,210 | \$16,139,646 | 482956 | \$82.45 | \$33.42 |
| FY23 | 0.59 | \$40,026,089 | \$23,813,856 | \$16,212,233 | 511320 | \$78.28 | \$31.71 |

Southwest Metro Intermediate 288

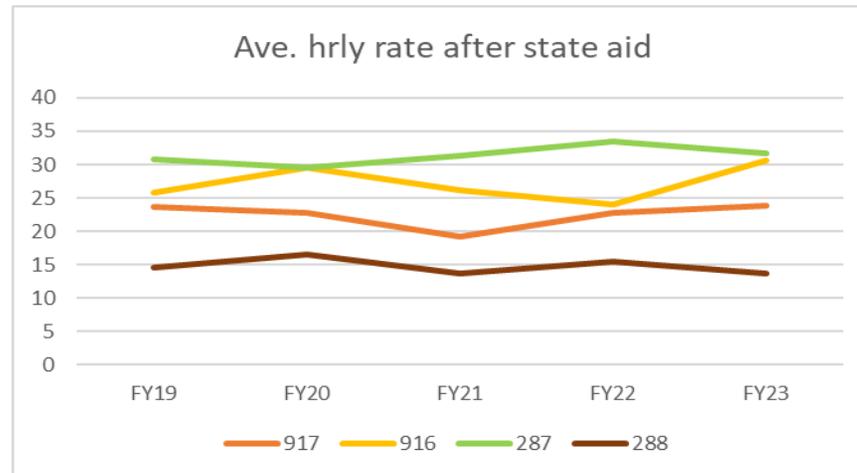
| Fiscal year | Ratio Exp to Aid | Total exp | Total aid | Exp after aid applied | Billable hrs (sped only) | Hrly rate before aid | Hrly rate after aid |
|-------------|------------------|--------------|-------------|-----------------------|--------------------------|----------------------|---------------------|
| FY17 | 0.6 | \$8,272,180 | \$4,979,577 | \$3,292,603 | 175906 | \$47.03 | \$18.72 |
| FY18 | 0.56 | \$7,810,512 | \$4,352,979 | \$3,457,533 | 200026 | \$39.05 | \$17.29 |
| FY19 | 0.61 | \$7,502,699 | \$4,565,034 | \$2,937,665 | 201676 | \$37.20 | \$14.57 |
| FY20 | 0.52 | \$8,585,673 | \$4,444,266 | \$4,141,406 | 249345 | \$34.43 | \$16.61 |
| FY21 | 0.62 | \$9,443,640 | \$5,902,155 | \$3,541,485 | 258179 | \$36.58 | \$13.72 |
| FY22 | 0.54 | \$10,852,399 | \$5,839,016 | \$5,013,383 | 324095 | \$33.49 | \$15.47 |
| FY23 | 0.59 | \$10,942,622 | \$6,448,427 | \$4,494,194 | 329872 | \$33.17 | \$13.62 |

Intermediate Rate Comparison

| Hrly rate before aid | FY19 | FY20 | FY21 | FY22 | FY23 |
|-------------------------|-------|-------|-------|-------|-------|
| 917 | 50.84 | 50.40 | 49.81 | 60.05 | 68.81 |
| 916 | 61.83 | 68.95 | 69.40 | 69.60 | 77.15 |
| 287 | 69.00 | 69.12 | 76.91 | 82.45 | 78.28 |
| 288 | 37.20 | 34.43 | 36.58 | 33.49 | 33.17 |



| Hrly rate after aid | FY19 | FY20 | FY21 | FY22 | FY23 |
|------------------------|-------|-------|-------|-------|-------|
| 917 | 23.73 | 22.84 | 19.20 | 22.75 | 23.87 |
| 916 | 25.89 | 29.51 | 26.08 | 23.94 | 30.55 |
| 287 | 30.87 | 29.48 | 31.32 | 33.42 | 31.71 |
| 288 | 14.57 | 16.61 | 13.72 | 15.47 | 13.62 |



Intermediate School District 917

2023 - 2024

Overview of Proposed Revised Budget

| Fund # | Fund Name | Actual Fund Balance 6/30/2023 | Projected Revenues | Projected Expenditures | Projected Fund Balance 6/30/2024 |
|--------|------------------------------|-------------------------------------|-----------------------|---------------------------|--|
| 1 | Secondary | 3,607,341 | 4,161,636 | 4,497,951 | 3,271,026 |
| 2 | Special Education | 6,418,288 | 40,254,046 | 40,774,142 | 5,898,192 |
| 5 | Gen Capital Exp. | 11,397 | 536,125 | 529,025 | 18,497 |
| 10 | Institutional Support | 0 | 246,615 | 227,134 | 19,481 |
| 13 | Secondary Resale | 21,752 | 3,000 | 11,655 | 13,097 |
| 14 | Special Ed Resale | 14,959 | 9,050 | 5,500 | 18,509 |
| 15 | 917 Support Services | 0 | 0 | 0 | 0 |
| 50 | Student Activities | 5,720 | 1,450 | 4,001 | 3,169 |
| | Total Operating Fund | 10,079,457 | 45,211,922 | 46,049,408 | 9,241,971 |
| 3 | Food and Nutrition | 0 | 213,813 | 213,813 | 0 |
| 20 | Internal Service Fund | -650,284 | 187,066 | 9,900 | -473,118 |
| 21 | Self Funded Dental Ins. Plan | 617,995 | 480,000 | 497,600 | 600,395 |
| 22 | Self Funded Health Ins. Plan | 5,860,705 | 4,600,500 | 4,171,200 | 6,290,005 |
| | Total Funds | 15,907,873 | 50,693,301 | 50,941,921 | 15,659,253 |

The general funds projected reserved/unassigned fund balance as of 6/30/2024

Preliminary operating fund balance

\$ 9,241,971

Preliminary operating fund balance as a percentage of expenditures

20.07%

Excluding restricted fund balance (Fund 5)

20.26%

FY23 unassigned fund balance

21.70%

| Intermediate School District 917 | | | | | | | | | | | | | | | |
|--|-----------------|-----------------|--------------|---------------|---------------|--------------|----------|----------|----------------|----------------|-----------------------|--------------------|---------------------|--------------------|--------------------|
| Balance Sheet - GASB 54 Fund Balances | | | | | | | | | | | | | | | |
| Governmental Funds as of June 30, 2024 | | | | | | | | | | | | | | | |
| | | | | General Fund | | | | | | Food Service | Internal Service Fund | Self Funded Dental | Self Funded Medical | Student Activities | Total Fund Balance |
| | Fund 1 | Fund 2 | Fund 5 | Fund 10 | Fund 13 | Fund 14 | Fund 15 | Fund 3 | Fund 20 | Fund 21 | Fund 22 | Fund 50 | | | |
| Nonspendable: | | | | | | | | | | | | | | | |
| inventories | | | | | | | | | | | | | | | |
| prepaid expenses | | | | | | | | | | | | | | | |
| Restricted for: | | | | | | | | | | | | | | | |
| health and safety | | | | | | | | | | | | | | | |
| basic skills compensatory | | | | | | | | | | | | | | | |
| deferred maintenance projects | | | | | | | | | | | | | | | |
| operating capitol/bond payment | | | 18,497 | | | | | | | | | | | 18,497 | |
| safe schools levy | | | | | | | | | | | | | | | |
| OPEB | | | | | | | | | | | | | | | |
| other fund activities | | | | | | | | | | | | | | | |
| Committed for: | | | | | | | | | | | | | | | |
| fund balance for next year | | | | | | | | | | | | | | | |
| Assigned for: | | | | | | | | | | | | | | | |
| next year severance pay | | | | | | | | | | | | | | | |
| next year retiree health | | | | | | | | | | | | | | | |
| school carryover budgets | | | | | | | | | | | | | | | |
| scholarships | | | | | | | | | | | | | | | |
| encumbrances | | | | | | | | | | | | | | | |
| Unassigned for: | | | | | | | | | | | | | | | |
| unassigned | 3,271,026 | 5,898,192 | 0 | 0 | 13,097 | 18,509 | 0 | | -473,118 | 600,395 | 6,290,005 | 3,169 | 15,621,275 | | |
| 23-24 Projected Fund Balance | 3,271,026 | 5,898,192 | 18,497 | 19,481 | 13,097 | 18,509 | 0 | 0 | -473,118 | 600,395 | 6,290,005 | 3,169 | 15,659,253 | | |
| 22-23 Final Fund Balance | 3,607,341 | 6,418,288 | 11,397 | 0 | 21,752 | 14,959 | 0 | 0 | -650,284 | 617,995 | 5,860,705 | 5,720 | 15,907,873 | | |
| Change | -336,315 | -520,096 | 7,100 | 19,481 | -8,655 | 3,550 | 0 | 0 | 177,166 | -17,600 | 429,300 | -2,551 | -248,620 | | |

Intermediate School District 917

Expenditure Comparison 2023-24 Adopted Budget and 2023-24 Revised Budget

| Fund # | Description | FY 23-24 Adopted Exp. Budget | FY 23-24 Revised Exp. Budget | Difference | Percent Change |
|--------|------------------------------|------------------------------------|------------------------------------|-------------------|----------------|
| 1 | Secondary | 4,574,003 | 4,497,951 | -76,052 | -1.66% |
| 2 | Special Ed. | 42,181,658 | 40,774,142 | -1,407,516 | -3.34% |
| 5 | Capital Improvements | 527,304 | 529,025 | 1,721 | 0.33% |
| 10 | Institutional Support | 319,726 | 227,134 | -92,592 | -28.96% |
| 13 | Secondary Resale | 15,500 | 11,655 | -3,845 | -24.81% |
| 14 | Special Ed Resale | 5,500 | 5,500 | 0 | 0.00% |
| 15 | 917 Support Services | 0 | 0 | 0 | 0.00% |
| 50 | Student Activities | 2,100 | 4,001 | 1,901 | 90.52% |
| | Total Operating Fund | 47,625,791 | 46,049,408 | -1,576,383 | -3.31% |
| 3 | Food and Nutrition | 203,430 | 213,813 | 10,383 | 5.10% |
| 20 | Internal Service Fund | 159,268 | 9,900 | -149,368 | -93.78% |
| 21 | Self Funded Dental Ins. Plan | 497,100 | 497,600 | 500 | 0.10% |
| 22 | Self Funded Health Ins. Plan | 4,216,300 | 4,171,200 | -45,100 | -1.07% |
| | Total Funds | 52,701,889 | 50,941,921 | -1,759,968 | -3.34% |

Highlight of significant changes between 2023-24 adopted exp vs 2023-24 revised exp:

- Fund 1 Increases in budgets: Salary and Benefit increase 30,845 and DCTC lease 16,000.
Decreases in budgets: Fund Chef program mid year close (61,653), ESSER III (25,900), supplies and equipment (18,000).

- Fund 2 Increase in budgets: Insurance \$201,000 (cyber, workers comp. employment), contract staff \$709,000, overhead and maintenance \$130,000, various grants \$207,828 (PELSB, Innovation, L.C.T.S grants).
Decrease in budgets: Salary and benefit decreases of (2.59) million due to reduction in 33 FTE non. lic. Paras., reductions in Temporary Work Agreements, change over of senior staff, contract settlements, and insurance benefit changes.

- Fund 10 Increase in budgets: Give to the max donations \$500 and Health and Safety \$700.
Decrease in budgets: Expanded Summer Learning F164 and Learning Recovery F169 in the amount of (\$79,165), decrease in est. Dakota County funding (\$14,627) unspent carryover will apply to FY25.

- Fund 13 Decrease due to closing of the Fundamental Chef Program mid fiscal year.

- Fund 3 Increase assumptions on meals served from offer meals at DCALS north and increased participation with universal free meals provided.

- Fund 20 Decrease in severance liabilities with FY23 retirements.
- Fund 22 Decreased assumptions on projected medical claims.

Intermediate School District 917

Expenditure Comparison 2022-23 Actuals vs. 2023-24 Revised Budget

| Fund # | Description | FY 22-23 Actual Expenditures | FY 23-24 Revised Exp. Budget | Difference | Percent Change |
|--------|------------------------------|------------------------------|------------------------------|------------------|----------------|
| 1 | Secondary | 3,836,881 | 4,497,951 | 661,070 | 17.23% |
| 2 | Special Ed | 38,363,522 | 40,774,142 | 2,410,620 | 6.28% |
| 5 | Capital Improvements | 529,900 | 529,025 | -875 | -0.17% |
| 10 | Institutional Support | 319,722 | 227,134 | -92,588 | -28.96% |
| 13 | Secondary Resale | 4,999 | 11,655 | 6,656 | 133.15% |
| 14 | Special Ed Resale | 5,167 | 5,500 | 333 | 6.44% |
| 15 | 917 Support Services | 671 | 0 | -671 | 0.00% |
| 50 | Student Activities | 2,144 | 4,001 | 1,857 | 0.00% |
| | Total Operating Fund | 43,063,006 | 46,049,408 | 2,986,402 | 6.93% |
| 3 | Food and Nutrition | 149,657 | 213,813 | 64,156 | 42.87% |
| 20 | Internal Service Fund | -12,285 | 9,900 | 22,185 | -180.59% |
| 21 | Self Funded Dental Ins. Plan | 485,861 | 497,600 | 11,739 | 2.42% |
| 22 | Self Funded Health Ins Plan | 3,771,538 | 4,171,200 | 399,662 | 10.60% |
| | Total Funds | 47,457,777 | 50,941,921 | 3,484,144 | 7.34% |

Highlight of significant changes between 2021-22 actuals vs. 2022-23 revised exp:

- Fund 1 Salary and benefit increases built in for estimated and actual contract settlements, additional budget adjustments enclosed on the 6th page of this document.
- Fund 2 Salary and benefit increases built in for estimated and actual contract settlements, additional budget adjustments enclosed on the 6th page of this document.
- Fund 10 Decrease in budgets: Expanded Summer Learning F164 and Learning Recovery F169 in the amount of (\$79,165), decrease in est. Dakota County funding (\$14,627) unspent carryover will apply to FY25.
- Fund 3 Increase in participation with DCALS North site offering and universal free meals.
- Fund 13 Increase due to using carrier over funds from construction trades resale program to mitigate some of the cost to tuition in our Career Tech. Ed. Program rates.
- Fund 20 Anticipate slight increase in severance liabilities with salary increases and less retirements in comparison to FY23
- Funds 21 & 22 Increase in utilization of benefit for dental insurance and medical claims. Increase in stop loss and medical admin fees from Medica.

FY24 Intermediate School District 917 Revised Budget Assumptions

4% increase in General Ed formula per ADM: DCALS generates \$28,195 and Special Education \$76,642

2023-25 Contracts settled:

| | | |
|---|-------|---------------|
| Director of Social/Emotional Learning & Support | 2.75% | Actuals 23-24 |
|---|-------|---------------|

2023-25 Contracts unsettled:

| | | |
|---------------------------------------|-------|----------|
| Assistant Director/Principal contract | 3.00% | Estimate |
| Coordinator contract | 3.40% | Estimate |
| Dean contract | 5.45% | Estimate |
| Executive Director contract | 3.50% | Estimate |
| Teachers contract | 4.00% | Estimate |

2022-24 Contracts settled:

| | | |
|---|-------|-------------------|
| BCBA & MHPC | 3.53% | Actuals for 23-24 |
| Classified Full Year contract | 4.08% | Actuals for 23-24 |
| Classified School Year contract | 4.55% | Actuals for 23-24 |
| Clerical contract | 3.71% | Actuals for 23-24 |
| Custodian's contract | 4.17% | Actuals for 23-24 |
| Executive Assistant costs for salary and benefits | 3.56% | Actuals for 23-24 |
| Health Associate contract | 3.97% | Actuals for 23-24 |
| Interpreter's contract | 3.11% | Actuals for 23-24 |
| Licensed Psych & Centralized Intake Coordinator | 3.53% | Actuals for 23-24 |
| Paraprofessional's contract | 3.84% | Actuals for 23-24 |

Enrollment Assumptions:

| | | | |
|-------------------------------|---------------------|--------|------|
| Secondary Vocational Programs | Enrollment increase | -6.69 | ADMs |
| DCALS | Enrollment increase | -8.55 | ADMs |
| DCALS North | Enrollment increase | 15.48 | ADMs |
| Ext Year On-line | Enrollment decrease | 0.01 | ADMs |
| Special Education | Enrollment increase | -18.93 | ADMs |

Total ADM Changes -18.68

**HIGHLIGHT OF SIGNIFICANT CHANGES BETWEEN
2022-23 ACTUALS vs. 2023-24 REVISED EXPENSES**

| | | | |
|----------------------|--|-------------|----------------------|
| Fund 1 | | | |
| DCALS | DCALS change in senior staff savings recognized | | (\$43,985) |
| | DCTC security officer contract | 1.00 | FTE \$85,000 |
| | Increase in staff computers and 30 student ipads | | \$26,297 |
| | Increase 1.0 FTE Academic Liason, .20 Reading Specialist, .10 FTE Licensed Curriculum Devel. | 1.30 | FTE \$190,591 |
| | Decrease Van purchase in FY23 not in FY24 | | (\$32,000) |
| | Decease in extended time programming | | |
| Secondary Vocational | Increase 1.0 FTE Construction Trades program opened and 1.0 tech tutor hired and instructional supplies. | 2.00 | FTE (\$10,400) |
| | Decrease Fund Chef Program closed November 2024 | | \$176,540 |
| | Increase in Learning Loss grant F169 compared to FY23 | | (\$53,335) |
| District Wide | Increase in property, workers comp. and remployment insurance and DCTC lease | | \$20,678 |
| | Decrease in ARP summer F150 and Expanded summer F164 grants compared to FY23 | | \$32,979 |
| | | | (\$17,200) |
| | Total Changes in Fund 1 in comparison to FY23 | | |
| | Note: If these differences were subtracted off the budget would be 7.45% increase over FY23 | 4.30 | FTE \$375,165 |

**HIGHLIGHT OF SIGNIFICANT CHANGES BETWEEN
2022-23 ACTUALS vs. 2023-24 REVISED EXPENSES**

| | | | |
|-------------------------------------|--|--------------|-------------------|
| Fund 2 | | | |
| Open non-licensed Para. compliments | Decrease 10.5 non-lic. Paraprofessional/open compliments compared to FY23 revised budget | -10.50 | FTE (\$483,000) |
| | Increase 3.0 FTE Interpreters | 3.00 | FTE \$150,000 |
| | Decrease 1.0 Administrative Assistant | 1.00 | FTE (\$39,500) |
| | (overall district wide open compliments reflected on organizational charts are 115 FTE) | | |
| Licensed staff changes | Increase 1.0 FTE Dean | 1.00 | FTE \$118,000 |
| | Increase .80 FTE Nurse | 0.80 | FTE \$108,100 |
| | Decrease 1.0 FTE BCBA's | -1.00 | FTE (\$92,100) |
| | Shift .30 FTE licensed positions to Fund 01 | -0.30 | FTE (\$32,285) |
| | Decrease 20.5 licensed Teachers | -20.50 | FTE (\$1,722,000) |
| | Decrease 2.0 FTE Social Workers | -2.00 | FTE (\$142,400) |
| | Decrease 4.0 FTE Psychologist | -4.00 | FTE (\$414,000) |
| | Decrease 1.0 FTE Mental Health Professional | -1.00 | FTE (\$103,500) |
| | Decrease 2.0 DAPE | -2.00 | FTE (\$168,000) |
| Contracted staff | Increase in contracted staff 3 licensed and 23 non-licensed | | \$1,347,800 |
| District wide | Decrease various grants (Amer. Rescue, Learning Loss, L.C.T.S, DHS Fed grant) | | (\$1,024,603) |
| | Decrease in summer programming, T.W.A's and supplies/equipment across programs | | (\$74,000) |
| | Increase due to contract buyouts to hire 6 staff directly (2 Nurses and 4 paraprofessionals) | | \$72,000 |
| | Increase in legal due to international hires | | \$37,500 |
| | Increase in building maintenance: leases, HVAC units, remodeling, phone and utilities | | \$224,300 |
| | Increase in insurance: work comp., property, cyber, and reemployment insurance | | \$257,900 |
| | Increase in vans purchases compared to FY23 | | \$105,000 |
| | Increase in overhead costs (IT department replacement of servers and Cyber security) | | \$129,778 |
| | Increase in various grants (DHS Innovation State grant, PELSB and Title grants) | | \$1,169,981 |
| | Total Changes in Fund 2 | | -\$575,029 |
| | Note: If these differences were added back the budget increase would be 7.78% over FY23 | -35.5 | FTE |

ISD 917 Levies FY23 vs. FY24

| District | FY23 Lease Levy payable 2023 | FY24 Lease Levy payable 2024 | FY24 AEC Levy payable 2023 | FY25 AEC Levy payable 2024 | FY23 Safe School Levy payable 2023 | FY24 Safe School Levy payable 2024 | FY24 LTFM payable 2023 | FY25 LTFM payable 2024 | \$ change from prior year levies | % Change from prior year levies |
|---------------|------------------------------|-------------------------------------|----------------------------|-----------------------------------|------------------------------------|---|------------------------|-------------------------------|----------------------------------|---------------------------------|
| 6 | \$93,656.65 | \$91,746.08 | \$36,015.23 | \$28,906.78 | \$45,434.85 | \$44,775.00 | \$8,359.39 | \$7,690.48 | (\$10,347.78) | -5.64% |
| 191 | \$174,036.76 | \$175,221.40 | \$71,195.41 | \$78,830.68 | \$110,436.45 | \$113,367.00 | \$28,739.02 | \$26,126.80 | \$9,138.24 | 2.38% |
| 192 | \$218,430.30 | \$221,333.18 | \$70,417.65 | \$70,767.07 | \$96,309.00 | \$111,945.00 | \$18,983.23 | \$17,672.48 | \$17,577.55 | 4.35% |
| 194 | \$273,917.67 | \$296,023.13 | \$96,328.58 | \$95,302.03 | \$202,439.55 | \$197,991.00 | \$35,985.09 | \$34,338.08 | \$14,983.35 | 2.46% |
| 195 | \$16,657.43 | \$15,164.93 | \$5,035.66 | \$5,310.71 | \$14,517.30 | \$13,917.00 | \$2,226.66 | \$2,256.80 | (\$1,787.61) | -4.65% |
| 197 | \$150,822.96 | \$147,855.62 | \$61,334.61 | \$61,273.04 | \$79,408.65 | \$83,295.00 | \$22,587.39 | \$21,040.32 | (\$689.63) | -0.22% |
| 199 | \$106,905.09 | \$113,116.01 | \$49,382.80 | \$50,159.01 | \$51,033.15 | \$52,953.00 | \$12,265.50 | \$11,336.08 | \$7,977.56 | 3.63% |
| 200 | \$139,531.41 | \$147,797.41 | \$42,939.62 | \$44,486.18 | \$65,564.85 | \$65,613.00 | \$14,397.81 | \$13,245.68 | \$8,708.58 | 3.32% |
| 271 | \$249,809.44 | \$238,155.66 | \$93,975.44 | \$88,464.50 | \$160,129.80 | \$161,121.00 | \$45,155.91 | \$39,893.28 | (\$21,436.15) | -3.90% |
| Totals | \$1,423,767.71 | \$1,446,413.42 | \$526,625.00 | \$523,500.00 | \$825,273.60 | \$844,977.00 | \$188,700.00 | \$173,600.00 | \$24,124.11 | 0.81% |

*Lease Levy allocated based on 4 variables: TNTC, APU's, Five Year Average Special Education Tuition Costs, and 20-21 Student Utilization.

*Safe School Levy allocated based on member district APU's

*LTFM levy allocated based on 2 variables: TNTC and APU's

FY24 Proposed Revised Revenue Budget
1/22/2024

| Fund | Sum of FY24 | | Sum of FY24 |
|--------------------|----------------------|----------------------|----------------------|
| | Sum of FY23 Actual | Adopted Budget | Revised Budget |
| 01 | 3667683 | 4598027 | 4161636 |
| 02 | 38417882 | 41618183 | 40254046 |
| 03 | 131987 | 203430 | 213813 |
| 05 | 533969 | 528625 | 536125 |
| 10 | 306709 | 319726 | 246615 |
| 13 | 2218 | 6000 | 3000 |
| 14 | 9871 | 6300 | 9050 |
| 20 | 172906 | 172066 | 187066 |
| 21 | 520485 | 552000 | 480000 |
| 22 | 4679965 | 4761000 | 4600500 |
| 50 | 1684 | 0 | 1450 |
| Grand Total | \$ 48,445,357 | \$ 52,765,357 | \$ 50,693,301 |

FY24 Proposed Revised Expenditure Budget
1/22/2024

| Fund | Sum of FY23 Actual | Sum of FY24 Original Budget | Sum of FY24 Revised Budget |
|--------------------|----------------------|-----------------------------|----------------------------|
| 01 | 3836881 | 4574003 | 4497951 |
| 02 | 38363522 | 42181658 | 40774142 |
| 03 | 149657 | 203430 | 213813 |
| 05 | 529900 | 527304 | 529025 |
| 10 | 319722 | 319726 | 227134 |
| 13 | 4999 | 15500 | 11655 |
| 14 | 5167 | 5500 | 5500 |
| 15 | 671 | 0 | 0 |
| 20 | -12285 | 159268 | 9900 |
| 21 | 485861 | 497100 | 497600 |
| 22 | 3771538 | 4216300 | 4171200 |
| 50 | 2144 | 2100 | 4001 |
| Grand Total | \$ 47,457,777 | \$ 52,701,889 | \$ 50,941,921 |



Intermediate School District 917

Purposeful. Personalized. Partners.

1300 145th Street East, Rosemount, MN 55068

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

TO: School Board Members
Dr. Michael Favor, Superintendent

FROM: Nicolle Roush, Executive Director of Business Services

DATE: February 6, 2024

SUBJECT: Cost for FY 2024 satellite special education classrooms

Each year Intermediate School District 917 reimburses school districts for the maintenance costs of the classrooms that are used by District 917. The amount of reimbursement is determined by increasing or decreasing the previous year's rate per classroom by the current consumer price index (Bureau of Labor Statistics reported a 3.4% increase).

Below is a cost summary indicating the amount payable by District 917 for the maintenance cost of the special education classrooms we utilize in the member districts. Please also refer to attached detail report.

This is a summary of our cost per district:

| <i>Superintendent</i> | <i>Business Official</i> | <i>Special Ed Director</i> | <i>District</i> | <i>Class-rooms</i> | <i>Amount Due</i> |
|-----------------------|--------------------------|----------------------------|-----------------|--------------------|---------------------|
| Brian Zambreno | Brady Hoffman | Candace Burckhardt | 006 | 5.5 | \$33,730.29 |
| Jason Berg | Jane Houska | Dana Strop | 192 | 3 | \$18,398.34 |
| Doug Van Zyl | Bill Holmgren | Dave Haveman | 194 | 4 | \$24,531.12 |
| Peter Olson-Skog | Brian Schultz | Sara Lein | 197 | 1 | \$6,132.78 |
| Dave Bernhardson | Heather Aune | Abel Riodique | 199 | 2.5 | \$15,331.95 |
| Tammy Champa | Jennifer Suebert | Megan Miller | 200 | 2 | \$12,265.56 |
| Eric Melbye | Rod Zivkovich | Jennifer McIntyre | 271 | 1 | \$6,132.78 |
| TOTAL | | | | 19 | \$116,522.82 |

Recommendation: Approve the maintenance payments listed above.

xc: Accounts Payable

ISD 917 Vision

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ISD 917 Core Values

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Member _____ introduced the following resolution and moved its adoption:

RESOLUTION DIRECTING THE ADMINISTRATION TO
MAKE RECOMMENDATIONS FOR REDUCTIONS IN
PROGRAMS AND POSITIONS AND
REASONS THEREFOR

WHEREAS, the financial condition of the member school districts dictates that their school board may be forced to reduce expenditures, and

WHEREAS, there may be a reduction in student enrollment, and,

WHEREAS, this reduction in revenue and decrease in student enrollment may include discontinuance of positions and discontinuance or curtailment of programs, and

WHEREAS, a determination must be made as to which teachers' contracts may be terminated and not renewed and which teachers may be placed on unrequested leave of absence without pay or fringe benefits in effecting discontinuance of positions,

BE IT RESOLVED, by the School Board of Intermediate School District 917, as follows:

That the School Board hereby directs the Superintendent of Schools and administration to consider the discontinuance of programs or positions to effectuate economies in the school district and reduce expenditures and, as a result of a reduction in enrollment, make recommendations to the School Board for the discontinuance of programs, curtailment of programs, discontinuance of positions or curtailment of positions.

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

Dated:



Intermediate School District 917

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1300 145th Street East, Rosemount, MN 55068

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

To: ISD 917 School Board

Date: February 6, 2024

Re: Summary of Contract Changes for Assistant Principals & Liaisons 2023-2025 Contract

Following one (1) meeting with the Superintendent, Executive Director of Business Services, and Director of Human Resources and one (1) follow-up meeting with the Executive Director of Business Services, and Director of Human Resources, the following is a summary of the changes proposed for approval by the ISD 917 School Board:

1. Total package cost was 11.38% over two years (2023-2024 and 2024-2025). MSBA is 8.61%.
2. The position title of 'Dean' was changed to Assistant Principal of Secondary Programs or Assistant Principal of Special Education Programs.
3. The group will increase their days worked from 220 to 225 starting in the 2024-2025 year.
4. The resolution by the School Board, at the January 2024 meeting, addressing Minnesota State Statute 181.9445 through 181.9448 that outlines mandatory Earned Sick & Safe Time for Minnesota was incorporated into the leaves of absence language.
5. For 2023-2024, personal leave language was adjusted to match other administrative contract language, though the application is the same as before.
 - a. However, in 2024-2025 and beyond, personal leave will be combined with vacation.
6. The resolution by the School Board, at the June 2023 meeting, addressing the addition of Juneteenth as a holiday was incorporated into the holiday language.
7. Benefits changes:
 - a. Both the individual and family copay coverage option was dropped for January 2025.
 - b. HSA family insurance changes (individual remained the same):
 - i. Increased from a district contribution of \$1900 to \$2250 in January 2025.
8. Salary schedule changes:
 - a. A seventh (7) step was added to the salary schedule from the previous six (6) steps.
 - b. Assistant Principals (formerly Deans):
 - i. For 2023-2024, there was a 3% increase to each of the steps.
 - ii. For 2024-2025, there was a 4.75% increase to each of the steps (this incorporates the additional five (5) workdays).
 - c. Liaisons:
 - i. For 2023-2024, there was a 2.5% increase to each of the steps.
 - ii. For 2024-2025, there was a 3.75% increase to each of the steps (this incorporates the additional five (5) workdays).

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1300 145th Street East, Rosemount, MN 55068

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

To: ISD 917 School Board

Date: February 6, 2024

Re: Summary of Contract Changes for Executive Directors & Directors 2023-2025 Contract

Following three (3) meetings with the Superintendent, Executive Director of Business Services, and Director of Human Resources, the following is a summary of the changes proposed for approval by the ISD 917 School Board:

1. Total package cost was 7.28% over two years (2023-2024 and 2024-2025). MSBA is 5.61%.
2. Additional positions were included in this group: Director of Finance, Director of Human Resources, and Director of Social Emotional Learning (licensed).
3. The resolution by the School Board, at the January 2024 meeting, addressing Minnesota State Statute 181.9445 through 181.9448 that outlines mandatory Earned Sick & Safe Time for Minnesota was incorporated into the leaves of absence language.
4. For 2023-2024, personal leave language was adjusted to match other administrative contract language, though the application is the same as before.
 - a. However, in 2024-2025 and beyond, personal leave will be combined with vacation.
5. The resolution by the School Board, at the June 2023 meeting, addressing the addition of Juneteenth as a holiday was incorporated into the holiday language.
6. Benefits changes:
 - a. Both the individual and family copay coverage option was dropped.
 - b. HSA family insurance changes (individual remained the same):
 - i. Increased from a district contribution of \$2100 to \$2250 in January 2025.
7. Retirement life insurance: Up to \$100,000 term life insurance may be purchased as a benefit of retiring from the district.
8. Language regarding the cell phone stipend was added, though this has typically been the practice and defining the term "administrator" in terms of other positions/contracts.
9. Salary schedule changes:
 - a. A seven (7) step schedule was created and each employee was placed on the salary schedule.
 - b. For 2023-2024, there was a 2% increase to each of the steps.
 - c. For 2024-2025, there was a 2.5% increase to each of the steps.
 - d. Longevity was better aligned with the other year-round non-union administration contracts and each increment increased by -\$250 to \$1000 for the first year of the contract. In the second year of the contract, each increment increased by \$0 to \$750.

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

To: ISD 917 School Board

Date: February 6, 2024

Re: Summary of Contract Changes for Coordinators (Communication, HR, Tech) 2023-2025 Contract

Following two (2) meetings with the Superintendent, Executive Director of Business Services, and Director of Human Resources, the following is a summary of the changes proposed for approval by the ISD 917 School Board:

1. Total package cost was 8.87% over two years (2023-2024 and 2024-2025). MSBA is 6.74%.
2. The resolution by the School Board, at the January 2024 meeting, addressing Minnesota State Statute 181.9445 through 181.9448 that outlines mandatory Earned Sick & Safe Time for Minnesota was incorporated into the leaves of absence language.
3. For 2023-2024, personal leave language was adjusted to match other administrative contract language, though the application is the same as before.
 - a. However, in 2024-2025 and beyond, personal leave will be combined with vacation.
4. The resolution by the School Board, at the June 2023 meeting, addressing the addition of Juneteenth as a holiday was incorporated into the holiday language.
5. Benefits changes:
 - a. Both the individual and family copay coverage option was dropped.
 - b. HSA family insurance changes (individual remained the same):
 - i. Increased from a district contribution of \$2100 to \$2250 in January 2025.
6. Salary schedule changes:
 - a. A seven (7) step schedule was created and each employee was placed on the salary schedule.
 - b. For 2023-2024, there was a 2% increase to each of the steps.
 - c. For 2024-2025, there was a 2.5% increase to each of the steps.
 - d. Longevity was better aligned with the other year-round non-union administration contracts and each increment increased by \$0 to \$500.

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1300 145th Street East, Rosemount, MN 55068

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

To: ISD 917 School Board

Date: February 6, 2024

Re: Summary of Contract Changes for Assistant Directors/Principals 2023-2025 Contract

Following two (2) meetings with the Superintendent, Executive Director of Business Services, and Director of Human Resources, the following is a summary of the changes proposed for approval by the ISD 917 School Board:

1. Total package cost was 8.41% over two years (2023-2024 and 2024-2025). MSBA is 6.58%.
2. The resolution by the School Board, at the January 2024 meeting, addressing Minnesota State Statute 181.9445 through 181.9448 that outlines mandatory Earned Sick & Safe Time for Minnesota was incorporated into the leaves of absence language.
3. For 2023-2024, personal leave language was adjusted to match other administrative contract language, though the application is the same as before.
 - a. However, in 2024-2025 and beyond, personal leave will be combined with vacation.
4. The resolution by the School Board, at the June 2023 meeting, addressing the addition of Juneteenth as a holiday was incorporated into the holiday language.
5. Benefits changes:
 - a. Both the individual and family copay coverage option was dropped for January 2026.
 - b. HSA family insurance changes (individual remained the same):
 - i. Increased from a district contribution of \$2100 to \$2250 in January 2025.
6. Define the term “administrator” in terms of other contracts/positions.
7. Salary schedule changes:
 - a. A seventh (7) step was added to the salary schedule from the previous six (6) steps.
 - b. For 2023-2024, there was a 2% increase to each of the steps.
 - c. For 2024-2025, there was a 2.5% increase to each of the steps.
 - d. Longevity was better aligned with the other year-round non-union administration contracts and each increment increased by \$0 to \$200.

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<http://www.isd917.org>

Dr. Michael Favor

TO: School Board
FROM: Dr. Michael Favor
DATE: February 6, 2024
RE: Policies

The policy listed below is a first reading:

- 410 Family and Medical Leave
 - Moved the policy from FMLA-focused only to all types of medical leave
 - Incorporated Earned Sick and Safe Time
 - Simplified the policy by removing excess language that regurgitated law/statute

The policies listed below are a first and final reading:

- 555 Student Field Trips – added out of state and school board approval
- 807 Health and Safety Policy – statute changes
- 815 Naming of School Building – no changes

410 ~~FAMILY AND MEDICAL~~ MEDICAL AND FAMILY LEAVE POLICY

I. PURPOSE

The purpose of this policy is to provide information on personal medical leave and leave options for employees to care for themselves or others~~family members for family and medical leave to of school district employees, including leave provided~~ in accordance with the Family and Medical Leave Act of 1993 (FMLA) and ~~also with parenting~~ parental leave under state law.

II. GENERAL STATEMENT OF POLICY

The following procedures and policies regarding ~~family and medical~~ medical and family leave are adopted by the school district, pursuant to the requirements of the FMLA and ~~consistent with the requirements of the Minnesota parenting~~ applicable state leave laws.

III. DEFINITIONS

A. ~~“Covered active duty”~~ means:

- ~~in the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country; and~~
- ~~in the case of a member of a reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a call or order to active duty under a provision of law referred to in 10 U.S.C. § 101(a)(13)(B).~~

B. ~~“Covered servicemember”~~ means:

- ~~a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or~~
- ~~a covered veteran who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness and who was a member of the Armed Forces, including a member of the National Guard or Reserves, and was discharged or released under conditions other than dishonorable, at any time during the period of five years preceding the first date the eligible employee takes FMLA leave to care for the covered veteran.~~

- C. ~~“Eligible employee” means an employee who has been employed by the school district for a total of at least 12 months and who has been employed for at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave. An employee returning from fulfilling his or her **USERRA (Uniformed Services Employment and Reemployment Rights Act)**-covered service obligation shall be credited with the hours of service that would have been performed but for the period of absence from work due to or necessitated by USERRA-covered service. In determining whether the employee met the hours of service requirement, and to determine the hours that would have been worked during the period of absence from work due to or necessitated by USERRA-covered service, the employee’s pre-service work schedule can generally be used for calculations. While the 12 months of employment need not be consecutive, employment periods prior to a break in service of seven years or more may not be counted unless the break is occasioned by the employee’s fulfillment of his or her USERRA-covered service obligation or a written agreement, including a collective bargaining agreement, exists concerning the school district’s intention to rehire the employee after the break in service.~~
- D. ~~“Military caregiver leave” means leave taken to care for a covered servicemember with a serious injury or illness.~~
- E. ~~“Next of kin of a covered servicemember” means the nearest blood relative other than the covered service member’s spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the covered servicemember by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered servicemember has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of military caregiver leave under the FMLA. When no such designation is made and there are multiple family members with the same level of relationship to the covered servicemember, all such family members shall be considered a covered servicemember’s next of kin, and the employee may take FMLA leave to provide care to the covered servicemember, either consecutively or simultaneously. When such designation has been made, the designated individual shall be deemed to be the covered servicemember’s only next of kin.~~
- F. ~~“Outpatient status” means, with respect to a covered servicemember who is a current member of the Armed Forces, the status of a member of the Armed Forces assigned to:~~
- ~~1. a military medical treatment facility as an outpatient; or~~
 - ~~2. a unit established for the purpose of providing command and control of members of the Armed Forces receiving care as outpatients.~~
- G. ~~“Qualifying exigency” means a situation where the eligible employee seeks leave~~

~~for one or more of the following reasons:~~

- ~~1. to address any issues that arise from a short notice deployment (seven calendar days or less) of a covered military member;~~
- ~~2. to attend military events and related activities of a covered military member;~~
- ~~3. to address issues related to childcare and school activities of a covered military member's child;~~
- ~~4. to address financial and legal arrangements for a covered military member;~~
- ~~5. to attend counseling provided by someone other than a health care provider for oneself, a covered military member, or his/her child;~~
- ~~6. to spend up to 15 calendar days with a covered military member who is on short term, temporary rest and recuperation leave during a period of deployment;~~
- ~~7. to attend post deployment activities related to a covered military member;~~
- ~~8. to address parental care needs; and~~
- ~~9. to address other events related to a covered military member that both the employee and school district agree is a qualifying exigency.~~

~~H. "Serious health condition" means an illness, injury, impairment, or physical or mental condition that involves:~~

- ~~1. inpatient care in a hospital, hospice, or residential medical care facility; or~~
- ~~2. continuing treatment by a health care provider.~~

~~I. "Spouse" means a husband or wife. For purposes of this definition, husband or wife refers to the other person with whom an individual entered into marriage as defined or recognized under state law for purposes of marriage in the state in which the marriage was entered into or, in the case of a marriage entered into outside of any state, if the marriage is valid in the place where entered into and could have been entered into in at least one state. This definition includes an individual in a same sex or common law marriage that either: (1) was entered into in a state that recognizes such marriages; or (2) if entered into outside of any state, is valid in the place where entered into and could have been entered into in at least one state.~~

- J. ~~“Child” means a biological, adopted, or fostered child, stepchild, legal ward, or child of a person standing in loco parentis, who is either under age 18 or age 18 or older and “incapable of self care because of a mental or physical disability” at the time that FMLA leave is to commence.~~

~~“Veteran” has the meaning given in 38 U.S.C. § 101~~

IV. ~~LEAVE ENTITLEMENT~~ Medical and Family Leave Options

- A. Family Medical Leave Act (FMLA)
B. ~~Twelve Week Leave under State Law~~ Twelve Week Leave under State Law ~~Twelve Week Leave under Federal Law~~

1. Eligible employees are entitled to a total of 12 work weeks of unpaid ~~family or medical~~ FMLA leave during the applicable 12-month period as defined below; ~~plus any additional leave as required by law.~~ Leave may be taken for one or more of the following reasons in accordance with applicable law:
 - a. birth of the employee’s child and to care for such child;
 - b. placement of an adopted or foster child with the employee;
 - c. to care for the employee’s spouse, son, daughter, or parent with a serious health condition;
 - d. the employee’s serious health condition makes the employee unable to perform the functions of the employee’s job; ~~and/or~~
 - e. any qualifying exigency arising from the employee’s spouse, son, daughter, or parent being on covered active duty, or notified of an impending call or order to covered active duty in the Armed Forces; ~~and/or~~
 - f. To care for a covered servicemember with a serious illness or injury if the employee is the spouse, son, daughter, parent, or next of kin of the covered servicemember.-

~~For purposes of this policy, definitions of qualifying individuals and medical qualifications will adhere to the Family Medical Leave Act (FMLA), which can be referenced on the Department of Labor website (<https://www.dol.gov/agencies/whd/fmla>).~~

2. To be eligible for FMLA leave, an employee must have worked for at least 1,250 hours during the 12-month period of time before the employee’s request for leave. In addition, an employee must have been employed for a total of at least 12 months by the date on which the FMLA leave is to commence. Previous employment occurring more than seven years before the most recent hiring of the employee will not be considered unless

required by law.

3. For the purposes of ~~this policy~~the FMLA, a “year” is defined by the school district as a rolling 12-month period measured backward from the date an employee’s leave is to commence.
4. An employee’s entitlement to FMLA leave for the birth, adoption, or foster care of a child expires at the end of the 12-month period beginning on the date of the birth or placement.
5. A “serious health condition” typically requires either inpatient care or continuing treatment by or under the supervision of a health care provider,

as defined by applicable law. ~~Family and medical~~FMLA leave generally is not intended to cover short-term conditions for which treatment and recovery are very brief. Requests for FMLA leave will be governed by the standards set forth in the FMLA and its implementing regulations.

~~A “serious injury or illness,” in the case of a member of the Armed Forces, including a member of the National Guard or Reserves, means:~~

~~6.~~

- ~~a. injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces or that existed before the beginning of the member’s active duty and was aggravated by service in the line of duty on active duty in the Armed Forces and that may render the member medically unfit to perform the duties of the member’s office, grade, rank, or rating; and~~
- ~~b. in the case of a covered veteran who was a member of the Armed Forces, including a member of the National Guard or Reserves, at any time, during the period of five years preceding the date on which the veteran undergoes the medical treatment, recuperation, or therapy, means a qualifying injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces or that existed before the beginning of the member’s active duty and was aggravated by service in the line of duty in the Armed Forces and that manifested itself before or after the member became a veteran, and is:~~
 - ~~(1) a continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the servicemember unable to perform the duties of the servicemember’s office, grade, rank, or rating; or~~
 - ~~(2) a physical or mental condition for which the covered veteran has~~

~~received a U.S. Department of Veterans Affairs Service-Related Disability (VASRD) rating of 50 percent or greater and such VASRD rating is based, in whole or in part, on the condition precipitating the need for military caregiver leave; or~~

- ~~(3) a physical or mental condition that substantially impairs the covered veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service, or would do so absent treatment; or~~

- ~~(4) an injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the~~

~~Department of Veterans Affairs
Program of Comprehensive
Assistance for Family Caregivers.~~

7. Eligible spouses who are both employed by the school district are limited to an aggregate of 12 weeks of FMLA leave during any 12-month period for the birth and care of a newborn child or adoption of a child, the placement of a child for foster care, or to care for a parent. Each spouse may request FMLA leave for a different qualifying reason, but the spouse will only be entitled to the difference between the amount of leave taken individually and 12 weeks of FMLA leave for other purposes. For example, a spouse who takes six weeks of FMLA leave to care for a healthy, newborn child, may take another six weeks due to the spouse's own serious health condition within the same 12-month period as defined above. This limitation for spouses employed by the school district does not apply to leave taken: by one spouse to care for the other spouse who is seriously ill; to care for a child with a serious health condition; because of the employee's own serious health condition; or pursuant to Paragraph IV.A.1.e. above.
8. Depending on the type of leave, intermittent or reduced schedule leave may be granted in the discretion of the school district or when medically necessary. However, part-time employees are only eligible for a pro-rata portion of leave to be used on an intermittent or reduced schedule basis, based on their average hours worked per week. Where an intermittent or reduced schedule leave is foreseeable based on planned medical treatment, the school district may transfer the employee temporarily to an available alternative position for which the employee is qualified and which better accommodates recurring periods of leave than does the employee's regular position, and which has equivalent pay and benefits.
9. ~~If an employee requests a leave for the serious health condition of the employee or the employee's spouse, child, or parent, the~~The school district will require an employee ~~will be required~~ to submit sufficient ~~medical certification to support a request for FMLA leave to the extent permitted by law.~~ In such a case, the employee must submit the medical certification within 15 days from the date of the request or as soon as practicable under the circumstances. Certifications related to a qualifying emergency or to care for a covered servicemember with a serious injury or illness must be provided within the timeline set forth in the FMLA's regulations.
10. If the school district has reason to doubt the validity of a health care provider's certification, it may require a second opinion at the school district's expense. If the opinions of the first and second health care providers differ, the school district may require certification from a third health care provider at the school district's expense. An employee may also be required to present a certification from a health care provider

indicating that the employee is able to return to work.

11. The school district requires that all employees requiring a leave of absence for more than five days submit a leave of absence request form to the Benefits Specialist in ~~h~~Human ~~r~~Resources. When leave relates to an employee's spouse, son, daughter, parent, or covered servicemember being on covered active duty, or notified of an impending call or order to covered active duty pursuant to Paragraph ~~IV~~III.A.1.e. above, and such leave is foreseeable, the employee shall provide reasonable and practical notice to the school district of the need for leave. ~~For all other leaves,~~ eEmployees must give 30 days' written notice of a leave of absence where practicable. If the need for leave arises within 30 days of the date the requested leave would commence, an employee must provide notice as soon as possible under the circumstances.
- 12.

The failure to provide the required notice may result in a delay of the requested leave. Employees are expected to make a reasonable effort to schedule leaves resulting from planned medical treatment so as not to disrupt unduly the operations of the school district, subject to and in coordination with the health care provider.

13. The school district may require that a request for leave under Paragraph ~~IVIII~~ A.1.e. above be supported by a copy of the covered military member's active duty orders or other documentation issued by the military indicating active duty or a call to active duty status and the dates of active duty service. In addition, the school district may require the employee to provide sufficient certification supporting the qualifying exigency for which leave is requested.
14. During the period of ~~a~~FMLA leave ~~permitted under this policy~~, the school district will provide health insurance under its group health plan under the same conditions coverage would have been provided had the employee not taken the leave to the extent required by law. The employee will be responsible for payment of the employee contribution to continue group health insurance coverage during the leave. An employee's failure to make necessary and timely contributions may result in termination of coverage. An employee who does not return to work after the leave may be required, in some situations, to reimburse the school district for the cost of the health plan premiums paid by it.
15. The school district requires the employee to use any applicable accrued paid leave (PTO, sick, personal, and vacation) ~~congruently concurrently~~ with ~~any part of the 12-week period of~~ FMLA Leave. ~~Employees eligible for leave must comply with the family and medical leave directives and guidelines prior to starting leave. The superintendent is responsible for developing directives and guidelines as necessary to implement this policy. Such directives and guidelines shall be submitted to the school board for annual review.~~
16. ~~The school district shall comply with written notice requirements as set forth in federal regulations.~~
17. Employees returning from a leave permitted under this policy are eligible for reinstatement in the same or an equivalent position as provided by law. However, the employee has no greater right to reinstatement or to other benefits and conditions of employment than if the employee had been continuously employed during the leave.
18. Employees seeking to use FMLA leave are expected to comply with the school district's established leave request and absence reporting procedures unless a legitimate emergency situation would prevent them from doing so.

and Family Medical Leave—Non-FMLA Eligibility

D.

~~An employee who does not qualify for parenting leave under Paragraphs IV.A.1.a. leave entitlements under the Family Medical Leave Act FMLA may qualify for other leave eligibility based on employee contracts governing the employee's terms and conditions of employment or and options provided through the State of Minnesota Minnesota law.~~

1. Earned Sick and Safe Time/Leave (ESST/ESSL)

- a. Effective January 1, 2024, Minnesota's earned sick and safe time law statutes requires employers to provide paid leave to qualifying employees who work in the state. Sick and safe time is paid leave, at the employee's hourly rate, that employers must provide to employees in Minnesota, which employees can use for certain reasons, including when an employee is sick, to care for a sick family member, or to seek assistance if an employee or their family member has experienced domestic abuse.
- b. To be eligible for earned sick and safe time, an employee must be employed by the school district and work at least 80 hours in a year for the school district.
- c. Employees can use their earned sick and safe time for reasons set forth in Minnesota Statutes section 181.9447, subdivision 1, such as:
 - (1) the employee's mental or physical illness, treatment, or preventive care;
 - (2) a family member's mental or physical illness, treatment, or preventive care;
 - (3) absence due to domestic abuse, sexual assault, or stalking of the employee or a family member;
 - (4) when determined by a health authority or health care professional that the employee or a family member is at risk of infecting others with a communicable disease; and
 - (5) closure of the employee's workplace due to weather or public emergency or closure of a family member's school or care facility due to weather or public emergency.
- d. Employees may use earned sick and safe time for the following family members:
 - (1) their child, including foster child, adult child, legal ward, child for whom the employee is legal guardian or child to whom the

- (2) employee stands or stood in loco parentis (in place of a parent);
- (2) their spouse or registered domestic partner;
- (3) their sibling, stepsibling or foster sibling;
- (4) their biological, adoptive or foster parent, stepparent or a person who stood in loco parentis (in place of a parent) when the employee was a minor child;
- (5) their grandchild, foster grandchild or step-grandchild;
- (6) their grandparent or step-grandparent;
- (7) a child of a sibling of the employee;
- (8) a child-in-law or sibling-in-law;
- (9) a sibling of the parents of the employee;
- (10) any of the family members listed above of an employee's spouse or registered domestic partner;
- (11) up to one individual annually designated by the employee (NOTE: This annual designation will run from July 1 to June 30 based on the 12-month period the school district uses for earned sick and safe time compliance); and
 - NOTE: Annual designation will run from July to June for ISD 917.
- (12) any other individual related by blood or whose close association with the employee is the equivalent of a family relationship.

e. Amount of time available for use under ESSL:

f. Starting in January 1, 2024, ISD 917 the school district will comply with the ESSL law by expanding the use of PTO or sick leave (depending on contract group)-. The manner in which the school district will do this for its various employee groups will be specifically set forth in the terms and conditions of employment governing individual employee groups to the family members listed above for a given number of hours (not less than 48 for full-time staff), depending on your contract.

g. Documentation requirements:

- (1) In compliance with the law, ISD 917 the school district will require an employee to provide seven days' notice of the need to use earned sick and safe time if the need is foreseeable. If the need is not foreseeable, an employee must provide notice as soon as practicable. -continues to require advanced notice of the use of paid leave, per the requirements outlined in each employment contract.
- (2) If an employee's use of earned sick and safe time exceeds three (3) consecutive days, the school district will require verification of the leave to the extent permitted by law. ISD 917 can also require employees to provide documentation of the reason for the absence if more than three (3) consecutive days of ESSL are used, per the law and employment contracts.

- h. To use/apply ESSL:
- (1) Employees must enter their absences and use of ESSL into Frontline, but are NOT required to find a sub before its use. All absences using paid leave are paid at the same hourly rate employees earn from employment/standard work hours.
 - (2) To use your ESSL in Frontline (attendance tracking system), an employee must proceed as follows:
 - Teachers, licensed staff, BCBAs, MPH Coordinators, and Intake Coordinators: Select “PTO > Sick & Safe (ESSL)”
 - All other employees without PTO leave in their contract: Select “Sick > Sick & Safe (ESSL)”
 - You An employee may use ESSL for all or part of a day, depending on need.
 - (3) Employees who cannot enter their own absences in Frontline due to an emergency must notify their supervisor or Human Resources of their need for leave as soon as practicable.

2. Personal Medical Leave Other than FMLA or ESST/ESSL Leave and Pregnancy Leave

- a. 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 request a medical leave of absence.
- b.
- c. If granted, such leave shall run concurrently, that is at the same time, with Family Medical Leave Act (FMLA) provisions FMLA-protected leave, if the employee is eligible under FMLA as noted in subdivision A above under Family Medical Leave Act.
- d. The employee’s accrued paid leave must be exhausted before the employee transitions to an unpaid personal medical leave of absence. The school district reserves the right to deny a request for unpaid medical leave unless granting the request is required by law, an individual contract, or a collective bargaining agreement.
- e. 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 A above under Family Medical Leave Act.
- f. An employee must give written notice to Human Resources

when requesting a medical leave of absence at least three (3) calendar months before the beginning of the requested medical leave. If it is not possible for an employee to provide three (3) months' notice, the employee must provide notice as soon as possible after the employee becomes aware of the need for 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 A request for medical leave shall adhere to procedure outlined on the School District's website.

- g. To the extent permitted by law, the school district may request that an employee provide he 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 medical documentation to verify the need for a medical leave of absence.
- h. ATo return to work, an employee on a medical leave of absence under this Section must notify Hhuman Resources or his/herthe employee's administrative designee in writing, at least five typically scheduled days of employmentworkdays in advance of the employee's if intentionanticipated to return from leave. An employee who seeks reasonable accommodations or work restrictions following a return from leave is responsible for notifying the employee's supervisor and Human Resources before the employee's return from leave in order to enable the school district to review the request for accommodations or restrictions and engage in an interactive process with the employee.
 - (1) 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.
 - (2) 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.
 - (3) 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.

3. Parental Leave:

- a. An employee shallmay be affordedrequest a parental leave of absence of neup to -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 with any applicable FMLA leave should the leave be an FMLA-qualified leave of absence, though the employee may be eligible for continued District contributions to insurance costs as outlined in contracts.~~

- b. ~~The school district will provide parental leave to the extent required by law, which is generally limited to 12 weeks, or to the extent provided in an individual employment contract or collective bargaining agreement, whichever is longer. A request for leave beyond what is required by law or a contract will be reviewed and approved in the school district's discretion based on the needs of the school district, up to a maximum of twelve (12) months.~~
- c. ~~Parental leave provided under this Section will be unpaid, except that an employee who seeks parental leave pursuant to this Section may utilize accrued vacation leave, personal leave, or PTO during the employee's leave. An employee may not use accrued sick leave to be paid for parental leave provided under this Section unless the employee is using leave designated as ESSL for a qualifying reason set forth in laws governing use of ESSL.~~
- d. ~~An employee shall give written notice to Human Resources, per procedure outlined on the School District's website, when 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.~~
- e. ~~For partial school year leaves, an employee on a parental leave of absence under this Section must confirm with Human Resources his/her the employee's intention to return from parental leave at least two (2) weeks prior to his/her the employee's approved leave end date. To the extent permitted by law, the school district reserves the right to require an employee returning from a partial-year parental leave to return to duty at a time that aligns with the school district's academic calendar and student needs. For full-year leaves, an employee on a parental leave of absence under this Section must confirm with Human Resources or his/her the employee's administrative designee in writing, his/her the employee's intention to return from parental leave at least six (6) weeks prior to the end of his/her the employee's leave.~~

- 4. ~~General Unpaid Personal Leave~~ Policy 464 (General Leave) will govern general leave requests that are not addressed in this policy.

~~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.~~

~~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.~~

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

5. Insurance Implications

- a. Qualified FMLA Leaves: An employee on FMLA leave under this article that qualifies per the Family Medical Leave Act (FMLA) is eligible to continue to participate in group insurance programs to the extent provided in the FMLA, 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.
- b. ESST/ESSL: When an employee uses earned sick and safe leave, the school district will maintain the employee's group insurance coverage as if the employee was working and not using earned sick and safe leave. Employees who use earned sick and safe leave remain responsible for paying their share of any employer-provided benefits.
- c. Pregnancy/Parental Leaves: For any employee who takes an approved pregnancy or parental leave under this article that does not qualify for Family Medical Leave Act (FMLA) that is not FMLA-qualifying and who has worked for the school district for at least one calendar year, the District will continue to pay the District's contribution towards health insurance for up to eight (8) weeks of the approved pregnancy/parental leave, if the employee is on the District's health insurance plan, no matter if regardless of whether the employee is using paid or unpaid days during the approved leave. If the employee fails to return to work following the leave, the employee must refund the school district the costs of the full insurance premium contribution for any month in which the employee did not work at least one day.
- d. Other Leaves: For all other leaves under this article this policy 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.
- e. 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 sSchool dDistrict. 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.

~~or IV.A.1.b. above may qualify for a 12-week unpaid leave which is available to a biological or adoptive parent in conjunction with the birth or adoption of a child, or to a female employee for prenatal care or incapacity due to pregnancy, childbirth, or related health conditions. The length of the leave shall be determined by the employee but must not exceed 12 weeks unless agreed by the employer. The employee may qualify if he or she has worked for the school district for at least 12 months and has worked an average number of hours per week equal to one-half of the full-time equivalent during the 12-month period immediately preceding the leave. This leave is separate and exclusive of the family and medical leave described in the preceding paragraphs but may be reduced by any period of paid parental, disability, personal, or medical, or sick leave, or accrued vacation provided by the employer so that the total leave does not exceed 12 weeks, unless agreed by the employer, or leave taken for the same purpose under the FMLA. The leave taken under this section shall begin at a time requested by the employee. An employee who plans to take leave under this section must give the employer reasonable notice of the date the leave shall commence and the estimated duration of the leave. For leave taken by a biological or adoptive parent in conjunction with the birth or adoption of a child, the leave must begin within 12 months of the birth or adoption; except that, in the case where the child must remain in the hospital longer than the mother, the leave must begin within 12 months after the child leaves the hospital.~~

E. Twenty Six Week Servicemember Family Military Leave

- ~~1. An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered servicemember shall be entitled to a total of 26 work weeks of leave during a 12-month period to care for the servicemember. The leave described in this paragraph shall be available only during a single 12-month period. For purposes of this leave, the need to care for a servicemember includes both physical and psychological care.~~
- ~~2. During a single 12-month period, an employee shall be entitled to a combined total of 26 work weeks of leave under Paragraphs IV.A. and IV.C. above.~~
- ~~3. The 12-month period referred to in this section begins on the first day the eligible employee takes leave to care for a covered servicemember and ends 12 months after that date.~~
- ~~4. Eligible spouses employed by the school district are limited to an aggregate of 26 weeks of leave during any 12-month period if leave is taken for birth of the employee's child or to care for the child after birth; for placement of a child with the employee for adoption or foster care or to care for the child after placement; to care for the employee's parent with a serious health condition; or to care for a covered servicemember with a serious injury or illness.~~

5. ~~The school district requires the employee to substitute accrued paid leave for any part of the 26-week period. Employees eligible for leave must comply with the family and medical leave directives and guidelines prior to starting leave.~~
6. ~~An employee will be required to submit sufficient medical certification issued by the health care provider of the covered servicemember and other information in support of requested leave and eligibility for such leave under this section within 15 days from the date of the request or as soon as practicable under the circumstances.~~
7. ~~The provisions of Paragraphs IV.A.7., IV.A.10., IV.A.12., IV.A.13., and IV.A.14. above shall apply to leaves under this section.~~

V. SPECIAL RULES FOR INSTRUCTIONAL EMPLOYEES

- A. An instructional employee is one whose principal function is to teach and instruct students in a class, a small group, or an individual setting. This includes, but is not limited to, teachers, coaches, driver's education instructors, and special education assistants.
- B. To the extent permitted by law, if instructional employees who request ~~foreseeable medically necessary~~ intermittent or reduced work schedule leave greater than 20 percent of the work days in the leave period may be required to:
 1. take leave for the entire period or periods of ~~the planned medical treatment~~ a particular duration; or
 2. move to an available alternative position for which the employee is qualified, and which provides equivalent pay and benefits, but not necessarily equivalent duties.
- C. Instructional employees who request continuous leave near the end of a ~~semester~~ term may be required to extend the leave through the end of the ~~semester~~ term. The number of weeks remaining before the end of ~~a semester~~ the term does not include scheduled school breaks, such as summer, winter, or spring break. A "term" means a school semester. The FMLA limits a school to having no more than two semesters for purposes of the FMLA's special rules for instructional employees.
 1. If an instructional employee begins leave for any purpose more than five weeks before the end of a ~~term~~ semester and it is likely the leave will last at least three weeks, the school district may require that the leave be continued until the end of the ~~semester~~ term if the employee would otherwise return during the three-week period before the end of the term.

2. An employee who begins leave during the five-week period before the end of a term because of the birth of a son or daughter; the placement of a son or daughter for adoption or foster care; to care for a spouse, son, daughter, or parent with a serious health condition; or to care for a covered servicemember may be required to remain on leave until the end of the term if the leave will last more than two weeks and the employee would return to work during the two-week period before the end of the term.
3. An employee who begins leave during the three-week period before the end of a term because of the birth of a son or daughter; the placement of a son or daughter for adoption or foster care; to care for a spouse, son, daughter, or parent with a serious health condition; or to care for a covered servicemember may be required to remain on leave until the end of the term if the leave will last more than five working days.
- 4.
5. ~~If the employee begins leave for a purpose other than the employee's own serious health condition during the last five weeks of a semester, the school district may require that the leave be continued until the end of the semester if the leave will last more than two weeks or if the employee's~~

~~return from leave would occur during the last two weeks of the semester.~~

6. ~~If the employee begins leave for a purpose other than the employee's own serious health condition during the last three weeks of the semester and the leave will last more than five working days, school district may require the employee to continue taking leave until the end of the semester.~~

D. The entire period of leave taken under the special rules will be counted as FMLA leave. However, in the case of an employee who is required to take leave until the end of an academic term, only the period of leave until the employee is ready and able to return to work shall be charged against the employee's FMLA leave entitlement. The school district will continue to fulfill the school district's leave responsibilities and obligations. This may include the obligation to continue the employee's health insurance and other benefits if the employee qualified for FMLA leave up to the point that the instructional employee was placed on the involuntary leave extension.

VI. OTHER

- A. The provisions of this policy are intended to comply with applicable law, including the FMLA and applicable regulations. Any terms used from the FMLA will have the same meaning as defined by the FMLA and/or applicable regulations. To the extent that this policy is ambiguous or contradicts applicable law, the language of the applicable law will prevail.
- B. The requirements stated in the collective bargaining agreement/contracts between employees in a certified collective bargaining unit and the school district regarding family and medical leaves (if any) shall be followed and read together with this policy. The language of a collective bargaining agreement will govern over this policy in the event of a conflict between the two.

VII. DISSEMINATION OF POLICY

- A. This policy shall be conspicuously posted in each school district building in areas accessible to employees.
- B. This policy will be reviewed at least **annually** for compliance with state and federal law.

Legal References: Minn. Stat. §§ 181.940-181.944~~8~~ (Parenting Leave and Accommodations)
10 U.S.C. § 101 *et seq.* (Armed Forces General Military Law)
29 U.S.C. § 2601 *et seq.* (Family and Medical Leave Act)
38 U.S.C. § 101 (Definitions)
29 C.F.R. Part 825 (Family and Medical Leave Act)

~~**Cross References:** MSBA Service Manual, Chapter 13, School Law Bulletin "M" (Statutory~~

~~Provisions Which Grant Leaves to Licensed as well as Non-Licensed
School District Employees—Family and Medical Leave Act Summary)~~

*Intermediate School District 917 Policy 555 Student Field Trips
Board approved November 20, 1979
Board reviewed February 2, 2021
Board revised, first and final reading, February 6, 2024*

555 Extended Student Field Trips

Any program which is considering an overnight **or out of state** field trip must obtain approval from the ~~superintendent~~ **school board** prior to discussing such trip with the students. Once the concept of the field trip is approved, normal procedures shall be followed.

The authority of the field trip must be in writing.

807 HEALTH AND SAFETY POLICY

[Note: To receive health and safety revenue for any fiscal year, school districts must submit an application to the Minnesota Commissioner of Education, along with a health and safety budget adopted and confirmed by the school board as being consistent with the school district's health and safety policy. The provisions of this policy substantially reflect statutory requirements. This policy has been approved by the Minnesota Department of Education.]

The subdivisions of Minnesota Statutes Section 123B.57 that relate to a school district's ability to apply for health and safety revenue have been repealed effective fiscal year 2017. The provisions of this policy substantially reflect statutory requirements.]

I. PURPOSE

The purpose of this policy is to assist the school district in promoting health and safety, reducing injuries, and complying with federal, state, and local health and safety laws and regulations.

II. GENERAL STATEMENT OF POLICY

- A. The policy of the school district is to implement a health and safety program that includes plans and procedures to protect employees, students, volunteers, and members of the general public who enter school district buildings and grounds. The objective of the health and safety program will be to provide a safe and healthy learning environment; to increase safety awareness; to help prevent accidents, illnesses, and injuries; to reduce liability; to assign duties and responsibilities to school district staff to implement and maintain the health and safety program; to establish written procedures for the identification and management of hazards or potential hazards; to train school district staff on safe work practices; and to comply with all health and safety, environmental, and occupational health laws, rules, and regulations.

- B. All school district employees have a responsibility for maintaining a safe and healthy environment within the school district and are expected to be involved in the health and safety program to the extent practicable. For the purpose of implementing this policy, the school district may form a health and safety advisory committee to be appointed by the superintendent. The health and safety advisory committee will be composed of employees and other individuals with specific knowledge of related issues. The advisory committee will provide recommendations to the administration regarding plans and procedures to implement this policy and to establish procedures for identifying, analyzing, and

controlling hazards, minimizing risks, and training school district staff on safe work practices. The committee will also recommend procedures for investigating accidents and enforcement of workplace safety rules. Each recommendation shall include estimates of annual costs of implementing and maintaining that proposed recommendation. The superintendent may request that the safety committee established under ~~Minn. Stat. §~~ **Minnesota Statutes section 182.676** carry out all or part of the duties of the advisory committee or the advisory committee may consider recommendations from a separate safety committee established under ~~Minn. Stat. §~~ **Minnesota Statutes section 182.676**.

III. PROCEDURES

- A. Based upon recommendations from the health and safety advisory committee and subject to the budget adopted by the school board to implement or maintain these recommendations, the administration will adopt and implement written plans and procedures for identification and management of hazards or potential hazards existing within the school district in accordance with federal, state, and local laws, rules, and regulations. Written plans and procedures will be maintained, updated, and reviewed by the school board on an annual basis. The administration shall identify in writing a contact person to oversee compliance with each specific plan or procedure.
- B. To the extent that federal, state, and local laws, rules, and regulations do not exist for identification and management of hazards or potential hazards, the health and safety advisory committee shall evaluate other available resources and generally accepted best practice recommendations. Best practices are techniques or actions which, through experience or research, have consistently proven to lead to specific positive outcomes.
- C. The school district shall monitor and make good faith efforts to comply with any new or amended laws, rules, or regulations to control potential hazards.

IV. PROGRAM AND PLANS

- A. For the purpose of implementing this policy, the administration will, within the budgetary limitations adopted by the school board, implement a health and safety program that includes specific plan requirements in various areas as identified by the health and safety advisory committee. Areas that may be considered include, but are not limited to, the following:
 - 1. Asbestos
 - 2. Fire and Life Safety
 - 3. Employee Right to Know
 - 4. Emergency Action Planning
 - 5. Combustible and Hazardous Materials Storage
 - 6. Indoor Air Quality

7. Mechanical Ventilation
8. Mold Cleanup and Abatement
9. Accident and Injury Reduction Program: Model AWAIR Program for Minnesota Schools
10. Infectious Waste/Bloodborne Pathogens
11. Community Right to Know
12. Compressed Gas Safety
13. Confined Space Standard
14. Electrical Safety
15. First Aid/CPR/AED
16. Food Safety Inspection
17. Forklift Safety
18. Hazardous Waste
19. Hearing Conservation
20. Hoist/Lift/Elevator Safety
21. Integrated Pest Management
22. Laboratory Safety Standard/Chemical Hygiene Plan
23. Lead
24. Control of Hazardous Energy Sources (Lockout/Tagout)
25. Machine Guarding
26. Safety Committee
27. Personal Protection Equipment (PPE)
28. Playground Safety
29. Radon
30. Respiratory Protection
31. Underground and Above Ground Storage Tanks
32. Welding/Cutting/Brazing
33. Fall Protection
34. Other areas determined to be appropriate by the health and safety advisory committee.

If a risk is not present in the school district, the preparation of a plan or procedure for that risk will not be necessary.

- B. The administration shall establish procedures to ensure, to the extent practicable, that all employees are properly trained and instructed in job procedures, crisis response duties, and emergency response actions where exposure or possible exposure to hazards and potential hazards may occur.
- C. The administration shall conduct or arrange safety inspections and drills. Any identified hazards, unsafe conditions, or unsafe practices will be documented and corrective action **will be** taken to the extent practicable to control that hazard, unsafe condition, or unsafe practice.
- D. Communication from employees regarding hazards, unsafe or potentially unsafe working conditions, and unsafe or potentially unsafe practices is encouraged in either written or oral form. No employee will be retaliated against for reporting

hazards or unsafe or potentially unsafe working conditions or practices.

- E. The administration shall conduct periodic workplace inspections to identify potential hazards and safety concerns.
- F. In the event of an accident or a near miss, the school district shall promptly cause an accident investigation to be conducted in order to determine the cause of the incident and to take action to prevent a similar incident. All accidents and near misses must be reported to an immediate supervisor as soon as possible.

V. BUDGET

The superintendent shall be responsible to provide for periodic school board review and approval of the various plan requirements of the health and safety program, including current plan requirements and related written plans and procedures and recommendations for additional plan requirements proposed to be adopted. The superintendent, or such other school official as designated by the superintendent, each year shall prepare preliminary revenue and expenditure budgets for the school district's health and safety program. The preliminary budgets shall be accompanied by such written commentary as may be necessary for them to be clearly understood by the members of the school board and the public. The school board shall review the projected revenues and expenditures for this program and make such adjustments within the expenditure budget to carry out the current program and to implement new recommendations within the revenues projected and appropriated for this purpose. No funds may be expended for the health and safety program in any school year prior to the adoption of the budget document authorizing that expenditure for that year, or prior to the adoption of an amendment to that budget document by the school board to authorize that expenditure for that year. The health and safety program shall be implemented, conducted, and administered within the fiscal restraints of the budget so adopted.

VI. ENFORCEMENT

Enforcement of this policy is necessary for the goals of the school district's health and safety program to be achieved. Within applicable budget limitations, school district employees will be trained and receive periodic reviews of safety practices and procedures, focusing on areas that directly affect the employees' job duties. Employees shall participate in practice drills. Willful violations of safe work practices may result in disciplinary action in accordance with applicable school district policies.

Legal References: Minn. Stat. § 123B.56 (Health, Safety, and Environmental Management)
Minn. Stat. § 123B.57 (Capital Expenditure; Health and Safety Projects)
Minn. Stat. § 182.676 (Safety Committees)
Minn. Rules Part 5208.0010 (Accident and Injury Reduction Program Applicability)
Minn. Rules Part 5208.0070 (Alternative Forms of Committee)

Cross References: Policy 407 (Employee Right to Know)

815 NAMING OF SCHOOL BUILDINGS OR FACILITIES

I. PURPOSE

The purpose of the policy is to provide guidance when naming a school, district building, or a major portion of a building or grounds. A major portion of a building or facility shall be understood to be a uniquely utilized space, i.e. conference room, gymnasium, library, baseball field, training room, board room, etc.

II. GENERAL STATEMENT OF POLICY

- A. The district recognizes that when more than one school building, portions of school buildings (media center, auditorium, fields, etc.) and/or building grounds are established, it may have defined official names to distinguish each facility.
- B. The district recognizes that the process to name a school building, major portion of a building or school grounds shall include an opportunity for participation of the member school districts communities.

III. PHILOSOPHY

- A. The naming of school buildings, major portions of a building or school grounds is the responsibility of the school board.
- B. In fulfilling the responsibility of naming school property, the board will make every effort to obtain member district stakeholder input.
- C. The name will be clearly identifying, widely known and recognized.
- D. The name may reflect geographical landmarks.
- E. If a major portion of a building or school grounds is proposed to be named after an individual, that person shall have attained local or national prominence via significant contributions in any field of endeavor. Such contributions of the significance of their place in history shall be clearly established beyond the generation of contribution. Individuals so recognized shall no longer be active in his/her career. Further, the individual for whom a portion of a school building or school grounds is

named must be shown to have broad-based, long-term impact to the district.

- F. The acceptance of a contribution will not be a condition of the naming of school buildings and school grounds.
- G. It is the intent of the school board that the naming of portions of the building and school grounds will occur infrequently and on a limited basis.
- H. Every effort will be made to name the buildings as close as possible to the time of initial construction in order to lessen the confusion about the new school.

IV. PROCEDURE

- A. The school board shall formally identify the need for a naming process for the identified school locations as well as the criteria it wishes to be considered.
- B. The superintendent or his/her designee will establish a committee to bring forth name recommendations for consideration by the board. The committee will be comprised of the superintendent or designee, the building principal, faculty members, and other stakeholders as delineated by the administration.
- C. Opportunities for public input must be available prior to the committee's recommendation to the school board.
- D. The committee shall propose a list of names to the school board of not more than three (3) names for board consideration for a building or major facility. For the naming of a specific portion of a building, the intention to name the space to acknowledge an honoree is often specific to that person. For this reason, the naming of portions or spaces within a building may often be proposed with only one recommendation for the school board to consider.