

Work Session

Tuesday, March 5, 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

III.A. Review Policies:

- 410 Medical and Family Leave - final reading (This is on consent agenda.)
- 533 Wellness - first reading

III.B. Set date for Board Orientation - Dr. Michael Favor

IV. Review Memorandums of Understanding for Teachers and Paras for Teacher Apprenticeship Program - Dr. Michael Favor

V. Review Superintendent Dr. Michael Favor's Contract for 2024-2027 - Chair Cindy Nordstrom

VI. Updates from Member Districts - All

VII. Adjournment



Intermediate School District 917

Purposeful. Personalized. Partners.

1300 145th Street East, Rosemount, MN 55068 (651) 423-8229 *

<http://www.isd917.org>

Dr. Michael Favor

TO: School Board
FROM: Dr. Michael Favor
DATE: March 5, 2024
RE: Policies

The policy listed below is a final reading on the consent agenda:

- 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 reading:

- 555 Wellness – minor wording changes throughout the policy

410 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, including leave provided in accordance with the [Family and Medical Leave Act](#) (FMLA) and state law.

II. GENERAL STATEMENT OF POLICY

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

III. Medical and Family Leave Options

A. Family Medical Leave Act (FMLA)

1. Eligible employees are entitled to a total of 12 work weeks of unpaid FMLA leave during the applicable 12-month period as defined below. 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;
 - 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.

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 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. 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.
6. 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.
7. 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.
8. The school district will require an employee to submit sufficient 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.

9. 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.
10. 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 Human 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 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. Employees 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. 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.
11. The school district may require that a request for leave under Paragraph III.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.
12. During the period of FMLA leave, 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.

13. The school district requires the employee to use any applicable accrued paid leave (PTO, sick, personal, and vacation) concurrently with FMLA Leave.
14. 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.
15. 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.

B. Other Non-FMLA Medical Leave and Family Medical Leave

An employee who does not qualify for leave entitlements under the FMLA may qualify for other leave based on employee contracts governing the employee's terms and conditions of employment or Minnesota law.

1. Earned Sick and Safe Time/Leave (ESST/ESSL)
 - a. Effective January 1, 2024, Minnesota's earned sick and safe time statutes require employers to provide paid leave to qualifying employees who work in the state. Sick and safe time is paid at the employee's hourly rate.
 - 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 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
 - (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: Starting January 1, 2024, 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.

- f. Documentation requirements:
 - (1) In compliance with the law, 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.
 - (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.

- g. 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 ESSL in Frontline (attendance tracking system), an employee must proceed as follows:
 - Teachers, licensed staff, BCBA's, MPH Coordinators, and Intake Coordinators: Select "PTO > Sick & Safe (ESSL)"
 - All other employees without PTO leave in their contract: Select "Sick > Sick & Safe (ESSL)"
 - 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

- 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, request a medical leave of absence.
- b. If granted, such leave shall run concurrently, that is at the same time, with FMLA-protected leave, if the employee is eligible under FMLA.
- c. 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.
- d. 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. A request for medical leave shall adhere to procedure outlined on the School District's website.
- e. To the extent permitted by law, the school district may request that an employee provide medical documentation to verify the need for a medical leave of absence.
- f. To return to work, an employee on a medical leave of absence must notify Human Resources or the employee's administrative designee in writing, at least five workdays in advance of the employee's anticipated 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.

3. Parental Leave:
 - a. An employee may request a parental leave of absence of up to 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, with any applicable FMLA leave.
 - 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 the employee's intention to return from parental leave at least two (2) weeks prior to 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 the employee's administrative designee in writing, the employee's intention to return from parental leave at least six (6) weeks prior to the end of the employee's leave.
4. Policy 464 (General Leave) will govern general leave requests that are not addressed in this policy.
5. Insurance Implications
 - a. Qualified FMLA Leaves: An employee on FMLA leave is eligible to continue to participate in group insurance programs to the extent

provided in the FMLA 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 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 an approved pregnancy/parental leave, if the employee is on the District's health insurance plan, 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 cost of its 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 policy, 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 school district. However, the employee may elect to discontinue insurance programs. The right to continue participation in such group insurance programs shall automatically discontinue upon termination of employment, except as otherwise provided by law.

IV. 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, instructional employees who request 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 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 term may be required to extend the leave through the end of the term. The number of weeks remaining before the end of 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 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 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.
- 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.

V. 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.

VI. 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. §§ 181.940-181.9448 (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)

533 WELLNESS

I. PURPOSE

The purpose of this policy is to assure a school environment that promotes and protects students' health, well-being, and ability to learn by supporting healthy eating and physical activity.

II. GENERAL STATEMENT OF POLICY

A. The school board recognizes that nutrition promotion and education, physical activity, and other school-based activities that promote student wellness are essential components of the educational process and that good health fosters student attendance and education.

B. The school environment should promote students' health, well-being, and ability to learn by encouraging healthy eating and physical activity.

C. The school district encourages the involvement of students, parents, **guardians**, teachers, school health professionals, the school board, school administrators and the general public in development, implementation, authority and period review and update of the school district's Wellness policy.

D. Children need access to healthy foods and opportunities to be physically active in order to grow, learn, and thrive.

E. All students in grades K-12 will have opportunities, support, and encouragement to be physically active on a regular basis.

F. Qualified food service personnel will provide students with access to a variety of nutritious, and appealing foods that meet the health and nutrition needs of students at no cost; try to accommodate the religious, ethnic, and cultural diversity of the student body in meal planning; and will provide clean, safe, and pleasant settings and adequate time for students to eat.

III. GOALS

A. Physical Activity

1. Through district curriculum district 917 will educate students to recognize that physical education is an essential component of the educational process and that good health fosters student achievement.
2. Provide opportunities to strengthen the skills and knowledge needed to maintain a healthy lifestyle through the district's physical education and health curricula.
3. Students need opportunities for physical activity and to fully embrace regular physical activity as a personal behavior. Toward that end, health education will reinforce the knowledge and self-management skills needed to maintain a healthy lifestyle and reduce sedentary activities such as watching television;
4. Teachers will be encouraged to develop opportunities for physical activity that can be incorporated into subject lessons and are encouraged to provide short, physical activity breaks during class.

B. Nutrition Education and Promotion

1. Through district curriculum district 917 will provide nutrition education that follows national and state standards and focuses on understanding the relationship between personal behavior, individual health and the impact of food choices.
2. Provide nutrition education that is developmentally appropriate, culturally relevant and includes participatory activities that address agriculture and the food system.
3. The school district will encourage all students to make age appropriate, healthy selections of foods and beverages, including those sold individually outside the reimbursable school meal programs, such as through a la carte [snack] lines, vending machines, fundraising events, concession stands, and student stores.
4. Teachers will be encouraged to incorporate nutritional information into subject lessons when appropriate.

IV. NUTRITION GUIDELINES

A. Competitive Foods and Beverages

1. All competitive foods and beverages made available on campus (including concessions and a la carte cafeteria items) will meet the USDA Smart Snacks in School (Smart Snacks) nutrition standards and any applicable state nutrition standards, at a minimum. Smart Snacks aim to improve student health and well-being, increase consumption of healthful foods during the school day, and create an environment that reinforces the development of healthy eating habits. The district will not participate in marketing of foods that do not meet the Smart Snacks criteria.

2. Food service personnel will take every measure to ensure that student access to foods and beverages meet or exceed all federal, state, and local laws and guidelines as required by the National School Lunch and Breakfast Programs.

3. Food service personnel shall adhere to all federal, state, and local food safety and security guidelines.

4. The school district will make every effort to eliminate any social stigma attached to, and prevent the overt identification of, students who are eligible for free and reduced-price school meals. The school district will provide both breakfast and lunch meals including beverages and access to drinking water at no cost through the state Free School Meals Program.

5. The school district will provide students access to hand washing or hand sanitizing before they eat meals or snacks.

6. The school district will make every effort to provide students with sufficient time to eat after sitting down for school meals and will schedule meal periods at appropriate times during the school day.

7. Food will not be used as a reward or punishment for academic performance or behavior. Per the Americans with Disabilities Act, special Consideration will be given for students with an Individual Education Plan, 504 accommodation or with special health and dietary requirements.

B. Other Foods and Beverages Made Available to Students

1. Student wellness will be a consideration for all foods offered, but not sold, to students on the school campus, including those foods provided through:

a. Celebrations and parties. The school district will provide a list of healthy party ideas to parents **or guardians** and teachers, including non-food celebration ideas.

b. Classroom snacks brought by parents **or guardians**. The school district will provide to parents **or guardians** a list of suggested foods and beverages that meet Smart Snacks nutrition standards.

2. Rewards and incentives. Schools will not use foods or beverages as rewards for academic performance or good behavior (unless this practice is allowed by a student's individual education plan or behavior intervention plan) and will not withhold food or beverages as punishment.

C. School Food Service Program/Personnel

1. The school district will provide healthy and safe school meal programs that strictly comply with all federal, state, and local statutes and regulations.

2. The school district shall designate an appropriate person to be responsible for the school district's food service program, whose duties shall include the creation of nutrition guidelines and procedures for the selection of foods and beverages made available on campus to ensure food and beverage choices are consistent with current USDA Dietary Guidelines for Americans.

3. As part of the school district's responsibility to operate a food service program, the school district will provide continuing professional development for all food service personnel in schools.

4. Food service personnel will try to accommodate the religious, ethnic, and cultural diversity of the student body in meal planning.

5. Food service personnel will provide clean, safe, and pleasant settings and adequate time for students to eat.

6. Food service personnel will not have access to free and reduced-price status of any student.

7. The school district will make every effort to provide students with sufficient time to eat after sitting down for school meals and will schedule meal periods at appropriate times during the school day.

D. Communications with Parents or Guardians

1. The school district recognizes that parents and guardians have a primary and fundamental role in promoting and protecting their children's health and well-being.

2. The school district will support parents' **or guardians'** efforts to provide a healthy diet and daily physical activity for their children.

3. The school district encourages parents **or guardians** to pack healthy lunches and snacks and refrain from including beverages and foods without nutritional value.

4. The school district will provide information about physical education and other school-based physical activity opportunities and will support parents' **or guardians'** efforts to provide their children with opportunities to be physically active outside of school.

V. IMPLEMENTATION AND MONITORING

A. After approval by the school board, the wellness policy will be implemented throughout the school district.

B. District 917 will maintain a Health and Wellness Committee to support the goals of the Wellness Policy. The committee will compile data reported from schools to assess compliance with the Wellness Policy and report to the superintendent on the progress made by the district in attaining the goals of the Wellness Policy. They will ensure completion of the Triennial Assessment of the policy every three years and post the assessment on the website when completed.

C. School food service staff, at the school or district level, will ensure compliance within the school's food service areas and will report to the food service program administrator, the building principal, or the superintendent's designee, as appropriate.

D. The school district's food service program administrator will annually inform the community about district progress in attaining the goals of the Wellness Policy.

E. The superintendent or designee will ensure compliance with the wellness policy and will provide an annual report of the school district's compliance with the policy to the school board.

Legal References: 42 U.S.C. § 1751 *et seq.* (Healthy and Hungry-Free Kids Act)
42 U.S.C. § 1771 *et seq.* (Child Nutrition Act of 1966)
42 U.S.C. § 175Bb (Local Wellness Policy)
7 U.S.C. § 5341 (Establishment of Dietary Guidelines)
7 C.F.R. § 210.10 (School Lunch Program Regulations)
7 C.F.R. § 220.8 (School Breakfast Program Regulations)

Local Resources: Minnesota Department of Education, www.education.state.mn.us
Minnesota Department of Health, www.health.state.mn.us
County Health Departments
Action for Healthy Kids Minnesota, www.actionforhealthykids.org

MEMORANDUM OF UNDERSTANDING
between INTERMEDIATE SCHOOL DISTRICT 917
and EDUCATION MINNESOTA LOCAL 3904

Regarding the Intermediate District Teacher Residency Apprenticeship Collaborative (ITRAC)

WHEREAS, the District has participated in a collaborative effort with other Intermediate School Districts in Minnesota to create a teacher apprenticeship program in partnership with Minnesota State University - Mankato; and

WHEREAS, the District and its Intermediate School partners have currently secured multiple sources of funding for implementing said program for the 2024-2025 school year; and

WHEREAS, the program is in the final stages of development and is pending approval by the Minnesota Professional Educator Licensing and Standards Board (PELSB) and the Minnesota Department of Labor and Industry (DLI); and

WHEREAS, the parties are committed to creating alternative pathways to becoming a qualified educator in response to significant teacher shortages; and

WHEREAS, the parties are committed to our strategic priorities and core values with the drive toward improved student outcomes; and

WHEREAS, the parties agree that the experience of long-term mentorship to individuals by experienced and licensed teachers will aid in creating competent new educators and will allow for an increased ability to serve our students and community;

WHEREAS, members from this collective bargaining agreement will have the opportunity to serve as a journeyworker;

THEREFORE, the parties hereby agree as follows for the 2024-2025 school year:

1. Intermediate School District 917 will participate in the Intermediate District Teacher Residency Apprenticeship Collaborative (ITRAC) as designed by the representatives of Intermediate School Districts, Minnesota State University - Mankato, and other applicable partners and as a part of this collaborative will establish the roles of both the journeyworker and teacher apprentice.
2. The District will maintain sole discretion in the final selection and number of journey workers and apprentices for the program, but agrees to consult with Local 3904 about the implementation of the program and its effect on members of Local 3904.
3. The parties also agree that inter-district level programming recommendations will not govern the associated terms and conditions of employment, including compensation, for the journeyworkers and apprentices of ISD 917. Any agreements related to terms and conditions of employment will be governed by collective bargaining between the District and Local 3904. The employer agrees that its participation in this program will not result in the reduction of the number of personnel in the Local 3904 bargaining unit.

4. The selection of journeyworkers will be contingent upon successful completion of a District-determined selection process and commitment to completing all requirements of the program, including participation for two (2) consecutive years, guiding a teacher apprentice who works alongside the journeyworker: 185-days per school year, 8 hours per day (7:30 a.m. - 3:30 p.m.). A failure to meet the requirements of the program in this role, as determined by the District, or if the journeyworker's assigned apprentice(s) is unable to meet the requirements of the program will result in prorated or no payment of the compensation described in this memorandum, dependent on the timing;
5. Journeyworkers will receive an annual stipend each school year that they serve in the program provided they meet all requirements of the role outlined below. The stipend will be paid out evenly over the course of the year in alignment with their standard regular paycheck. The stipend will be as follows:
 - \$5,000 per journeyworker per school year (end-of August through the following mid-August)
6. To fulfill the role, the journeyworker must:
 - Hold a Tier 4 license in autism spectrum disorders (ASD) and/or emotional behavioral disorders (EBD).
 - Have at least three (3) years of experience teaching students with autism spectrum disorders (ASD) and/or emotional behavioral disorders (EBD) with a minimum of one (1) year in the district.
 - Commit to a two (2) year program with one (1) or two (2) apprentices, assigned by the District.
 - Demonstrate racial consciousness and a commitment to culturally responsive pedagogy.
 - Use best practices in adult coaching and mentoring to collaborate with the teacher apprentice on the duties of a special education teacher, providing a gradual transition to special education teacher duties aligned to the 2023 Standards of Effective Practice and the pace of the two year teacher apprenticeship program.
 - Follow the apprentice gradual release document provided through the teacher apprenticeship program, which includes but is not limited to:
 - Engage apprentice(s) in establishing a consistent, organized, and respectful learning environment
 - Engage apprentice(s) in providing positive and constructive feedback to guide students' learning and behavior.
 - Engage the apprentice(s) in student assessment and evaluation.
 - Engage the apprentice(s) in due process responsibilities, including Individual Education Plan (IEP) development and implementation.
 - Engage the apprentice(s) in instructional design and delivery.
 - Engage the apprentice(s) in family collaboration and communication.
 - Engage the apprentice(s) in collaboration and communication with school and community partners and team members.
 - Provide weekly review of on-the-job learning activities that are completed by the apprentice(s).
 - Provide opportunities for the apprentice(s) to implement

job-embedded assignments.

- Provide at least one check-in meeting per week with the apprentice(s).
 - Provide timely and constructive feedback for the apprentice(s).
 - Use rubrics and feedback forms designed by and provided by the apprenticeship program to provide the apprentice(s) with constructive feedback on development of skills based on observations and/or to report the progress of the apprentice(s).
 - Collaborate with District and various apprenticeship team members; Participate in collaborative meetings at least one (1) time per month with the teacher apprentice and team members from the District and University.
 - Maintain confidentiality in data sharing.
 - Up to an additional eight (8) hours per school year outside of the duty day for professional development and connection with various apprenticeship partners in each of the two (2) years of the program compensated via the stipend.
7. Admittance will require commitment to additional paid work hours at the employee's hourly rate in the form of:
- Up to 40 hours for orientation for journeyworkers and apprentices in the first summer of the program.
8. Both journeyworkers and apprentices will collaborate with ITRAC program navigators and coordinators at the inter- and intra- district level as necessary to meet the requirements of the program.
9. If at any point the journeyworker is unwilling or unable to meet program requirements for coursework, mentorship, work experience, or any other expectation for completion, the District reserves the right to end the apprenticeship and terminate the associated and additional compensation described in this memorandum.

This MOU does not create a precedent or past practice and memorializes the parties' entire agreement reached concerning this topic(s).

Local 3904 President

School Board Chair

Local 3904 Lead Negotiator

School Board Clerk

School Board Meeting Review Date: March 5, 2024

MEMORANDUM OF UNDERSTANDING
between INTERMEDIATE SCHOOL DISTRICT 917
and EDUCATION MINNESOTA LOCAL 4242

Regarding the Intermediate District Teacher Residency Apprenticeship Collaborative (ITRAC)

WHEREAS, the District has participated in a collaborative effort with other Intermediate School Districts in Minnesota to create a teacher apprenticeship program in partnership with Minnesota State University - Mankato; and

WHEREAS, the District and its Intermediate School partners have currently secured multiple sources of funding for implementing said program for the 2024-2025 school year; and

WHEREAS, the program is in the final stages of development and is pending approval by the Minnesota Professional Educator Licensing and Standards Board (PELSB) and the Minnesota Department of Labor and Industry (DLI); and

WHEREAS, the parties are committed to creating alternative pathways to becoming a qualified educator in response to significant teacher shortages; and

WHEREAS, the parties are committed to our strategic priorities and core values with the drive toward improved student outcomes; and

WHEREAS, the parties agree that the experience of long-term mentorship to individuals by experienced and licensed teachers will aid in creating competent new educators and will allow for an increased ability to serve our students and community;

WHEREAS, members from this collective bargaining agreement will have the opportunity to obtain a degree and teaching licensure through fulfilling the role of a teacher apprentice;

THEREFORE, the parties hereby agree as follows for the 2024-2025 school year:

1. Intermediate School District 917 will participate in the Intermediate District Teacher Residency Apprenticeship Collaborative (ITRAC) as designed by the representatives of Intermediate School Districts, Minnesota State University - Mankato, and other applicable partners and as a part of this collaborative will establish the roles of both the journeyworker and teacher apprentice.
2. The District will maintain sole discretion in the final selection and number of journeyworkers and teacher apprentices for the program, but agrees to consult with Local 4242 about the implementation of the program and its effect on members of Local 4242.
3. The parties also agree that inter-district level programming recommendations will not govern the associated terms and conditions of employment, including compensation, for the journeyworkers and apprentices of ISD 917. Any agreements related to terms and conditions of employment will be governed by collective bargaining between the District and Local 4242. The employer agrees that its participation in this program will not result

in the reduction of the number of personnel in the Local 4242 bargaining unit.

4. The selection of teacher apprentices will be contingent upon successful completion of a District-determined selection process and successful admittance into the applicable degree program at Minnesota State University - Mankato.
5. The selection of teacher apprentices will be contingent upon successful completion of a District-determined selection process and commitment to completing all requirements of the program, including work eight (8) hours per day (7:30 a.m. - 3:30 p.m.) following the 185-day ISD 917 teacher calendar, participation for two (2) consecutive years of the program, including two (2) summers working the Extended School Year (ESY) program (ESY 2024 and ESY 2025 for the first cohort), and additional time for orientation and professional development. A failure to meet the requirements of the program in this role, for coursework, mentorship, work experience, or any other expectation for completion, as determined by the District, will result in loss of the additional compensation listed below including any added hours and/or days associated with the apprenticeship;
6. In compliance with DLI requirements, in the second year of the program, teacher apprentices will receive an additional \$3.00 increase per hour to their normal Program Assistant/Classroom Assistant hourly step schedule placement commencing at the start of the second year of the program; July 1 through June 30 of the following year. The additional pay mentioned here will be in addition to any annual salary increases that are otherwise negotiated in the Education Minnesota Local 4242 Master Agreement.
7. To fulfill the role, the teacher apprentice must:
 - Commit to completing all requirements of the program to obtain teaching licenses in autism spectrum disorders (ASD) and emotional behavioral disorders (EBD), including participation for two (2) consecutive years, including two (2) summers working the Extended School Year (ESY) program.
 - Participate in and complete assigned courses and assignments through the collaborating university.
 - Demonstrate racial consciousness and a commitment to culturally responsive pedagogy.
 - Commitment to additional paid work hours at the employee's hourly rate up to 40 hours for orientation for journeyworkers and apprentices in the first summer of the program.
 - Follow the apprentice gradual release document provided through the teacher apprenticeship program, which includes but is not limited to:
 - Participate in IEP development.
 - Participate in family communication.
 - Participate in teacher professional development opportunities.
 - Participate in instructional design and delivery.
 - Participate in development and oversight of student assessments.
 - Participate in establishing a consistent, organized, and respectful learning environment.

- Engage in job-embedded assignments aligned to the teacher apprenticeship program.
 - Engage in racial consciousness and culturally relevant pedagogy teaching strategies.
 - In collaboration with journeyworker, engage in instructional design.
 - In collaboration with journeyworker, engage in student assessments.
8. Tuition due to the partnering university will be covered by the District on the teacher apprentice's behalf for the duration of the program subject to the terms and conditions outlined in this memorandum, so long as the funding exists. Lack of funding would result in the discontinuation of the program.
9. Both journeyworkers and teacher apprentices will collaborate with ITRAC program navigators and coordinators at the inter- and intra- district level as necessary to meet the requirements of the program.

This MOU does not create a precedent or past practice and memorializes the parties' entire agreement reached concerning this topic(s).

Local 4242 President

School Board Chair

Local 4242 Vice President

School Board Clerk

School Board Meeting Review Date: March 5, 2024



Intermediate School District 917

Purposeful. Personalized. Partners.

1300 145th Street East, Rosemount, MN 55068

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

To: ISD 917 School Board

Date: March 5, 2024

Re: Summary of Contract Changes for Superintendent 2024-2027 Contract

The following is a summary of the changes proposed for approval by the ISD 917 School Board:

1. Total package cost was 6.53% over three (3) years. MSBA is 4.5%.
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. Personal leave was combined with vacation thus eliminating personal leave for each year of this contract.
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.
 - a. The language used to describe holidays was changed to match the other contracts.
5. Benefits changes:
 - a. Both the individual and family copay coverage option was dropped.
 - b. HSA insurance changes:
 - i. Individual increased from a district contribution of \$810 to \$820 in January 2027.
 - ii. Family increased from a district contribution of \$2270 to \$2315 in January 2026 and will then increase to \$2385 in January 2027.
6. Retirement life insurance: Up to \$100,000 term life insurance may be purchased as a benefit of retiring from the district.
7. Language regarding a technology stipend was added, requiring the superintendent to submit for reimbursement of up to \$1100 in each contract year.
8. Salary increase as follows:
 - a. For 2024-2025, from \$210,842 the previous year to \$215,000.
 - b. For 2025-2026, a total salary of \$220,000.
 - c. For 2026-2027, a total salary of \$225,000.

ISD 917 Vision

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

ISD 917 Core Values

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