

Work Session

Tuesday, July 9, 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 Capitalization Procedures -
Nicolle Roush

III.B. Review Educational Support Professionals'
Contract for 2024-2026 - Lauren Kelly

III.C. Review Interpreters' Contract for 2024-
2026 - Lauren Kelly

IV. **Review Lunch Prices for 2024-2025 - Nicolle Roush**

V. **Review variance for assistant principal/special education coordinator - Dr. Melissa Schaller**

VI. **Review Renewal of Memberships for Metro ECSU, AMSD, AESA, MASA, and MSBA - Dr. Michael Favor**

VII. **Review Annual Substitute Pay Rate - Lauren Kelly**

VIII. **Review Health and Safety Plans and Indoor Air Quality Management Plan for 2024-2025 - Dr. Michael Favor**

IX. **Policies (*Integrity*)**

- **Policy 208 Development, Adoption and Implementation of Policies. Remove "Board approve."**
- **Policy 464 General Leave – no changes.**

X. **Review 2023-2024 Superintendent End-of-Year Goals Update - Dr. Michael Favor**

XI. **Updates from Student Services - Dr. Melissa Schaller**

XII. **Updates from Member Districts - All**

XIII. **Adjournment - Chair Cindy Nordstrom**



To: School Board Members
Superintendent Michael Favor

From: Nicolle Roush Executive Director of Business Services

Date: July 9th, 2024

Subject: Capitalization Procedure changes to our asset thresholds

Pertinent Facts:

1. Government Accounting Standards Board issued an implementation guide in 2021 which made changes effective for the 2023- 2024 school year. Our auditing firm provided training on these changes in May 2024.
2. What are these changes? Capitalization procedure changes where individual capital assets ordered in groupings can be capitalized. Example: an IPAD costs \$300, but the order is for a group of 6 IPAD's so the total cost is \$1,800. This would now be considered a capitalized asset under ISD 917 asset threshold. ISD 917 would not have treated this as an asset looking at by each individual item ordered.
3. Intermediate School District #917 current capital asset threshold is \$1,250 and has no grouping of capital asset thresholds for non-federal expenditures. After reviewing other Intermediate and member districts with capital asset thresholds of \$5,000 and who are considering capital asset grouping thresholds of \$50,000 for non-federal expenditures, ISD 917 would like to recommend changes to our capitalization procedure.
4. Intermediate School District will retain capital assets below these revised thresholds purchased prior to FY24 on our capital asset system and in the financial statements. Effective July 1, 2023, ISD 917 would like to recommend changes to our capitalization procedure as follows: Individual orders purchased with federal grant funds will be \$5,000 with no grouping of capital assets thresholds allowed, individual orders purchased with state funds will be \$5,000 and group purchases of \$50,000 or more will be capitalized.

Recommendation: Seeking Board approval effective 7-1-23 to increase individual capital asset thresholds from \$1,250 to \$5,000 for items ordered using state funds or federal grant funds and \$50,000 or greater for items ordered using non- federal grant funds.



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: June 26, 2024

Re: Summary of Changes for Education Support Professionals 2024-2026 Contract
(formerly Program Assistants/Paraprofessionals)

Following seven (7) meetings with the Superintendent, Executive Director of Business Services, Executive Director of Student 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 13.11% over two years (2024-2025 and 2025-2026). MSBA is 10.47%.
2. The name of the union group was changed from Special Education Program Assistants to Education Support Professionals (ESPs) to align with job title changes outlined below.
3. Assignment description changes:
 - a. All former Program Assistants and Classroom Assistants will be combined and use the job title of Education Support Professional (ESP).
 - b. Intervener Assistants were renamed to align with the ESP job title and will now be Intervener Support Professionals (ISPs).
 - c. Registered Behavior Technicians were added throughout the contract based on a previously approved MOU, but they were renamed to align with the ESP job title and will now be Behavior Support Professionals (BSPs).
4. Changed gendered language to gender-inclusive language throughout the contract.
5. Added language that aligns with district practice but clarifies that the district will make every attempt to schedule disciplinary meetings during the workday for both the employee and their union rep, since ISD 917 operates on multiple calendars.
6. Duty year changes:
 - a. For 2025-2026, ESP are moving from student days + 3 professional development days, to a set number of days, which will be 178 per year.
 - b. Language was added to allow input into professional development by the ESPs, as well as clarifying that these days can be used to cover sites that are short-staffed when no professional development is planned.
7. Employees will no longer be sent home due to absence. This section was removed.
8. Salary schedule changes:
 - a. BSPs were added to the ISP salary schedule lane/range, per the approved MOU.
 - b. **2024-2025:** The salary schedule increased by 6.2% compared to 2023-2024.
 - c. **2025-2026:** The salary schedule increased by 2.5% compared to 2024-2025.

ISD 917 Vision

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

ISD 917 Core Values

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



Intermediate School District 917

Purposeful. Personalized. Partners.

1300 145th Street East, Rosemount, MN 55068

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

- d. A tier for employees who have worked 6-9 years continuously in the district was added to longevity at an extra \$0.30 per hour, to help retain staff.
9. Additional hourly pay for the absence of a teacher or LSN was changed to all working hours, instead of just student contact time, as ESPs are preparing materials for the day.
10. Trainer pay was adjusted to match the language in licensed employee contracts for equity as our ESPs train the same material as licensed staff (ex: PCM or Behavior Tools).
11. The Registered Behavior Technician Certification stipend was incorporated per the MOU.
12. The Mentor stipend was incorporated into the contract, which was previously in an MOU at the end of the contract. That MOU was removed.
13. Benefits changes:
 - a. Both the contributions for individual and family copay coverage remained the same.
 - b. HSA medical insurance changes:
 - i. No increase to individual insurance contributions.
 - ii. Increase to family insurance contributions from \$1784 in 2024, to \$1900 in 2025, to \$1975 in 2026.
 - c. Dental insurance information remained the same.
14. 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.
15. One sentence was added to the jury duty section to encourage staff to return to work if/when they are released from jury duty.
16. Personal leave use restrictions were changed to match the language in the other school-year/student-facing contracts, allowing for slightly more flexibility to use personal leave during some long weekends, such as President's Day weekend. Language was added to clarify the process of how to get exceptions to the restricted periods.
17. An attendance incentive was added in an effort to decrease absenteeism as well as incentivize staff to return for the following school year.
18. Probationary period language was updated now that certain dates no longer apply.
19. Language was added to the employee improvement/discipline sections to better clarify for employees the purpose of non-disciplinary letters and their option to add a response.
20. Language was added to the involuntary transfer sections to better outline the process.
21. Multiple MOUs were removed because they were either no longer applicable or they were incorporated into the contract. The previously approved teacher apprenticeship MOU was included. MOUs to increase recruitment/retention and address sub shortages were added.

ISD 917 Vision

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

ISD 917 Core Values

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

AGREEMENT

between

INTERMEDIATE SCHOOL DISTRICT NO. 917

and

DISTRICT 917
EDUCATION SUPPORT PROFESSIONALS' FEDERATION
LOCAL #4242 AFT, NEA, EDUCATION MINNESOTA, AFLCIO

Effective July 1, 2024, through June 30, 2026

Board Approved: July 9, 2024

Table of Contents

ARTICLE I	3
PURPOSE	3
ARTICLE II	3
RECOGNITION OF EXCLUSIVE REPRESENTATIVE	3
ARTICLE III	4
DEFINITIONS	4
ARTICLE IV	5
EMPLOYEE RIGHTS	5
SCHOOL DISTRICT RESPONSIBILITIES	6
ARTICLE VI	7
HOURS OF SERVICE LENGTH OF SCHOOL YEAR	7
ARTICLE VII	9
BASIC SALARIES	9
ARTICLE VIII	12
GROUP INSURANCE	12
ARTICLE IX	15
LEAVES OF ABSENCE	15
ARTICLE X	23
PROBATIONARY PERIOD	23
ARTICLE XI	23
EMPLOYEE SUPERVISION	23
ARTICLE XII	25
SENIORITY	25
ARTICLE XIII	26
OTHER BENEFITS	26
ARTICLE XIV	26
GRIEVANCE PROCEDURE	26
ARTICLE XV	28
TRANSFERS, VACANCIES, AND JOB POSTING	28
ARTICLE XVI	30
SEVERANCE/EARLY RETIREMENT	30
ARTICLE XVII	31
403(b) MATCHING CONTRIBUTION PLAN	31
ARTICLE XVIII	32
DURATION	32
2024-2025 SALARY SCHEDULE	34
2025-2026 SALARY SCHEDULE	35
GRIEVANCE REPORT FORM	36

ARTICLE I PURPOSE

Section 1. Parties: This Agreement is entered into between the School Board of Intermediate School District No. 917, Rosemount, Minnesota, (hereinafter referred to as the School Board or School District) and the District No. 917 Education Support Professionals' Federation, Local 4242 AFT, NEA, Education Minnesota, AFLCIO, (hereinafter referred to as the Union) pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, (hereinafter referred to as the PELRA) to provide the terms and conditions of employment for employees represented by the District 917 Education Support Professionals' Federation (hereinafter referred to as employees) during the duration of this Agreement.

ARTICLE II RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: In accordance with the PELRA, the School District recognizes the District #917 Education Support Professionals' Federation Local #4242 AFT, NEA, Education Minnesota, AFLCIO as the exclusive representative of special education assistants employed by the School District, which exclusive representative shall have those rights and duties as prescribed by the PELRA and as described in the provisions of this Agreement.

Section 2. Appropriate Unit: The union shall represent all the special education assistants of the district as defined in this Agreement and in the PELRA.

Section 3. Exclusive Representative Leave Time:

Subd. 1. When negotiating sessions are scheduled between the exclusive representative and the school district or with a state mediator, or arbitrator, during school hours, two (2) members of the union's negotiation team will be released from their regular responsibilities for this purpose without any loss of pay. An additional three (3) union negotiation team members will be released from duty without loss of pay with reimbursement to the district by Local #4242 for the total amount of the cost of substitutes (including FICA) for the additional team members. Union negotiation team members up to five (5) may be approved by the Superintendent to be released from duty without loss of pay with reimbursement to the district by local #4242 for the total cost of substitutes (including FICA) for the additional union team members.

Subd. 2. When an employee involved in an investigation is being interviewed as a witness, warned, reprimanded or disciplined for any infraction of rules or failure to make adequate progress on a performance improvement plan, leave for the union representation will be on an as needed basis at the expense of the school district for one member as union representative. No representation shall be allowed for normal counseling or performance evaluation situations.

Subd. 3. During all new hire orientation training, which involve potential members hired under the Local 4242 contract, the District will allow one (1) hour of time for Local 4242 to conduct business with these potential members. The one (1) hour of time, the location, and a list of new hires will be provided to the Local 4242 president one (1) week prior to the date on which the orientation will be held. If the meeting is held on a non-workday, upon scheduling the meeting, the District will communicate the information to the Local 4242 president. The District will allow one current member of Local 4242 to use union leave time to attend these meetings, if they are to be held during the regular workday.

Subd. 4. At the beginning of each school year, Local #4242 shall be credited with 50 hours to be used at the discretion of the Local for the purpose of conducting its duties as exclusive representative. Local #4242 has the option of purchasing additional hours at the regular hourly rate (including FICA) for a substitute employee. In all cases, Local #4242 shall have the responsibility to arrange for a substitute employee following district procedures for reporting an absence and the need for a substitute employee. It is agreed that if, for whatever reason, a substitute is not available on the day for which exclusive bargaining leave is requested, Local #4242 will reimburse the district for all costs related to the absence.

Subd. 5. The School District shall, upon written request by the union, afford reasonable time off without pay to elected officers or appointed representatives of the union for the purposes of conducting the duties of the union. The three (3) days' notice may be waived by the Superintendent.

Subd. 6. In all cases, exclusive bargaining leave described in Subd. 4 must be approved by the superintendent at least three (3) days in advance of the proposed day of absence. The superintendent's decision will be based upon the availability of a substitute and the needs of the district.

ARTICLE III DEFINITIONS

Section 1. Education Support Professionals: Education Support Professionals (ESPs) shall mean all employees employed by the School District and assigned responsibilities of special education assistant, but excluding the following: superintendent, business manager, directors, and coordinators, who devote more than fifty percent (50%) of their time to administrative or supervisory duties, confidential employees, supervisory employees, nurses, essential employees, part-time employees whose services do not exceed the lesser of fourteen (14) hours per week or thirty five percent (35%) of the normal work week in the employee's bargaining unit, employees who hold positions of a temporary or seasonal character for a period not in excess of 67 working days in any calendar year, and emergency employees.

Section 2. Education Support Professionals Assignment Descriptions:

Subd. 1. Education Support Professionals (ESPs): Under the direction of licensed staff, an ESP supports the daily functions of the assigned program, classroom, and work site. The assignment may be a classroom or classrooms or other program support function. The assignment may also include individual student assignments.

Subd. 2. Intervener Support Professional (ISPs): An ISP is assigned to a specific classroom and a specific student, who is DeafBlind. Under the direction of licensed staff and based on training as an intervener, an ISP provides specialized communication support and paraprofessional assistance to DeafBlind students in a variety of educational settings. ISPs may perform the duties of ESPs but require specialized training to work with students who are DeafBlind. While the assignment and needs will be determined by student need, on occasion the assignment may be a classroom or classrooms or other program support function. The assignment may also include individual student assignments.

Subd. 3. Behavior Support Professionals (BSPs): Under the direction of board-certified behavior analysts, a BSP supports the daily functions of the assigned program and work site. BSPs may perform the duties of ESPs but require certification as a Registered Behavior Technician. While the assignment and needs will be determined by student need, on

occasion the assignment may be a classroom or classrooms or other program support function. The assignment may also include individual student assignments.

Section 3. Terms and Conditions of Employment: The term "terms and conditions of employment" means the hours of employment, the compensation therefor, including fringe benefits, except retirement contributions or benefits, and the employer's personnel policies affecting the working conditions of the employees, subject to the provisions of M.S. 179A.07 regarding the rights of public employers and the scope of negotiations.

Section 4. Other Terms: Terms not defined in this Agreement shall have those meanings as defined by the PELRA.

ARTICLE IV EMPLOYEE RIGHTS

Section 1. Right to Views: Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any employee or their representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, as long as the same is not designed to and does not interfere with the full, faithful and proper performance of the duties of employment or circumvent the rights of the exclusive representative.

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

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

Section 4. Use of School Buildings, Facilities, Equipment, E-mail and InterSchool Mail: The union shall have the right to usage of such School District buildings, equipment, facilities, e-mail and interschool mail as is permitted pursuant to School District policy, and under such conditions as set forth in School District policy.

Section 5. Disciplinary Meetings: The district will provide the employee notice prior to the meeting that it may or will lead to disciplinary action. All meetings will be scheduled during the employee's normal workday. Should a meeting to be scheduled outside of the normal workday for the employee or the employee's union representative, the district will make every attempt to move the meeting to the next scheduled workday for both the employee and the union representative or a different, available union representative may attend. An employee and/or their union representative may attend meetings outside their normal workday, however there shall be no retribution for an employee's inability to attend a meeting scheduled outside the normal workday.

Section 6. Right to Dues Check Off: The union has the right under PELRA to request dues deductions be withheld for each eligible employee working during a given school year. Such requests shall be in writing on a form provided by the Union and delivered to the payroll office no later than ten (10) days prior to each payroll deduction date. The first payroll deduction of the school year will occur on September 15 and the last on June 15. Pursuant to such authorization, the School District shall deduct the amount requested by the union from each regular semi-monthly check.

Section 7. Personnel Files:

Subd. 1. All evaluations and files generated with the School District relating to each employee shall be available upon written request. The employee shall have the right to request any contents of their own personnel file and to submit for inclusion the employee's response to any material contained within. Upon written request of contents from an employee's file, by the employee, the District will email a scan of the requested item(s) to the employee. At the employee's request, the District will supply the employee with a printed copy the requested item(s), which the employee can pick up at the District office during business hours. An employee may grieve a written document placed in the employee's file by the School District on the grounds that the material is false or substantially inaccurate. If it is found that the written document is false, or substantially inaccurate, such false or inaccurate statements shall be deleted from the employee's file.

Subd. 2. A written evaluation must be reviewed with the employee prior to placement in the employee's personnel file. The employee may include a written response to the evaluation which will also be placed in the employee's personnel file.

Subd. 3. Employees shall be evaluated according to School Board policy. The use and function of the evaluation form will be thoroughly explained to the employees and the supervisors.

Subd. 4. Formal observations shall be conducted openly with full knowledge of the employee. Formal observations, conferences and evaluations shall be conducted by supervisors. Formal evaluations shall be written on the district approved evaluation forms. Non-probationary employees shall receive a performance appraisal at a minimum of once per academic year and it will be reviewed with the employee prior to April 1.

Subd. 5. Additionally, the School District may include the School District's documentation of employee conduct that may be contrary to School District policies, rules or directions. Such conduct could be positive or negative. The School District maintains its right to comply with its obligations under all laws, rules or regulations pertaining to employee conduct and requirements.

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

Subd. 1. Meet and Confer meetings will be held with reasonable notice at the request of Local 4242 or District and at least once during each school year.

Subd. 2. One meeting each year may include the review of the Calendar Development Committee's recommended calendar prior to presentation to the School Board and Assistants' potential dates for in-service or training days.

Subd. 3. The District will provide the facility and set date and time for meeting after conferring with the Local 4242.

ARTICLE V SCHOOL DISTRICT RESPONSIBILITIES

Section 1. Management Responsibilities: The union recognizes the right and obligation of the School District to efficiently manage and conduct the operation of the School District within its legal

limitations and with its primary obligations to provide vocational and special educational opportunities for students of the School District and the State of Minnesota.

Section 2. Effect of Law, Rules, and Regulations: The union recognizes that all employees covered by this Agreement shall perform the non-teaching services prescribed by the School District and shall be governed by the laws of the State of Minnesota, and by School Board rules, policy, regulations, directives, and orders issued by properly designated officials of the School District. The union also recognizes the right, obligation, and duty of the School Board and its duly designated officials to promulgate rules, policy, regulations, directives, and orders from time to time as deemed necessary by the School Board insofar as such rules, policy, regulations, directives, and orders are not inconsistent with the terms of this Agreement and recognizes that the School Board, all employees covered by this Agreement, and all provisions of this agreement are subject to the laws of the State of Minnesota, Federal laws, rules and regulations and orders of the State and Federal governmental agencies. Any provisions of this Agreement found to be in violation of any such laws, rules, regulations, directives, or orders shall be null and void and without force and effect.

Section 3. Inherent Managerial Rights: The parties recognize that the School District is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel, and that all management rights and management functions not expressly delegated in this Agreement are reserved to the School District.

Section 4. New Employee Placement: Initial placement on the salary schedule as recommended by the administration shall be disclosed in writing to the employee at the time of initial employment, along with a copy of the current master agreement.

ARTICLE VI HOURS OF SERVICE LENGTH OF SCHOOL YEAR

Section 1. Basic Day: The basic day, exclusive of lunch, for a fulltime employee, shall be six (6) to eight (8) hours per day as annually determined by the School District prior to July 1. However, the School District may employ such part-time employees as it deems appropriate. The hours indicated in the July 1 document shall not be changed during the contract year except as mutually agreed between the employee and the district. The notice of assignment document will be available on the district website and shall be emailed to each employee via District email.

For employees employed after July 1, the "Employee Status Change Form" shall specify the number of hours per day that the employee is scheduled to work. No changes in this hourly work schedule shall be made without mutual agreement even when the work location or specific assignment change involves a change in hours. In the event that an employee is transferred to a position that requires fewer hours per day or week than the previous position, an additional assignment will be determined so that the employee is not reduced in hours for the remainder of the school year.

Subd. 1. Employees working six (6) or more hours per day shall receive a fifteen (15) minute break in the morning and a fifteen (15) minute break in the afternoon, or one 30-minute break at a time determined by the supervisor, with the morning break beginning no sooner than one and a half hours (1.5) after the start of the student contact day. Employees working at least four (4) hours, but less than six (6) hours shall receive one 15-minute break, at a time determined by the supervisor with no break beginning sooner than one and a half hours (1.5) after the start of the student contact day.

In typical circumstances, the employee has the right to refuse the loss of a break. In extreme circumstances as assigned by their administrator, related to safety, the employee may be required to forego a break. The employee will be compensated for each fifteen (15) minute break at a rate of \$10.00 per fifteen (15) minutes.

Section 2. Duty Year: For the 2024-2025 school year, the duty year for full-time employees under this Agreement shall be as annually determined by the School District prior to July 1 and will be the number of student days plus three (3) additional days as described in Subd. 1, below. For the 2025-2026 school year, the duty year for full-time employees under this Agreement shall be 178 days. The School District may employ such part-time employees as it deems appropriate.

Subd. 1. Professional Development Days: At least three (3) days will be scheduled in whole or in part by administration to provide any number of preparation, training, or team meeting opportunities. Both Union and School District designees will have input into the content of the training for the day scheduled in the school year calendar. For professional development days, the following will apply:

1. Additional professional development/class prep time will be provided for the Education Support Professionals. The focus of this professional development/class prep time will be decided after consultation with the Education Support Professionals at that site. An agenda of these additional days will be sent to employees at least a week in advance.
2. If no professional development is planned on a non-student contact workday, these educational support professionals will be used in daily transfers to cover positions at other sites that are short-staffed.

Section 3. Modifications in Calendar, Length of School Day:

Subd. 1. In the event of energy shortage, severe weather, or other exigency, the School District reserves the right to modify the duty year, and, if school is closed on a normal duty day(s), the employee shall perform duties on such other day(s) in lieu thereof as the School District or its designated representative shall determine, if any.

Subd. 2. In the event of energy shortage, severe weather, or other exigency, the School District further reserves the right to modify the length of the school day, as the School District shall determine, but with the understanding that the total number of hours shall not be increased, i.e., a four (4) day week with increased hours per day but the total weekly hours not more than the regular five (5) day week.

Subd. 3. Prior to modifying the scheduled length of the school day pursuant to Subd. 2 hereof or scheduling more than two (2) makeup days pursuant to Subd. 1 hereof, the School District shall afford to the federation the opportunity to meet and confer on such matters.

Subd. 4. School closings and the payroll implications of such closings shall be determined by the provisions of District Policy 820 "Provisions for the Closing of Schools Due to Inclement Weather or Other Exigency."

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

ARTICLE VII BASIC SALARIES

Section 1. Basic Salaries: Employees shall be compensated during the two (2) years of this agreement as provided herein.

Subd. 1. Effective July 1, 2024, all employees will advance one step on Salary Schedule A over their placement as of June 30, 2024.

Subd. 2. Effective July 1, 2025, all employees will advance one step on Salary Schedule B over their placement as of June 30, 2025.

Subd. 3. In the event a successor agreement is not entered into prior to July 1, 2026, an employee shall remain at the same step as compensated during the 2025-2026 contract year until a successor agreement is reached, which agreement shall govern step advancement, if any. However, the School District reserves the right to withhold step advancement or other salary increase in individual cases for just cause, subject to the grievance procedure.

Subd. 4. Longevity: Effective July 1, 2024, employees shall receive a longevity salary increase beyond the rates delineated in Schedules A as follows:

Continuous Years of Service	Hourly Salary Increase
In Years 6-9	\$0.30
In Years 10-14	\$1.00
In Years 15-19	\$2.00
In Years 20-24	\$4.00
In years 25 and beyond	\$7.00

Effective July 1, 2025, employees shall receive a longevity salary increase beyond the rates delineated in Schedule B as follows:

Continuous Years of Service	Hourly Salary Increase
In Years 6-9	\$0.30
In Years 10-14	\$1.00
In Years 15-19	\$2.00
In Years 20-24	\$4.00
In years 25 and beyond	\$7.00

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

Section 2. New Employees and Step Advancement: A new employee shall be placed on the salary schedule as agreed between the employer and the employee and shall be eligible for step advancement on the following July 1, if they work any days prior to the last day of the regular school calendar in their employment agreement.

Section 3. Absence of Regularly Assigned Teacher: In the event the regularly assigned classroom teacher is not present in their regular assigned classroom for one and one-half (1.5) or more consecutive clock hours the most senior Education Support Professional normally assigned and working with the absent teacher shall receive their current rate of pay plus an additional \$3.00 per hour. When the teacher's absence is for one and a half or more hours, all consecutive hours will qualify for the additional \$3.00 dollar per hour.

Subd. 1. In the absence of both the teacher and most senior Education Support Professional, all Education Support Professionals normally assigned in this classroom will alternate the days or hours equally for submitting absence of classroom teacher pay. The ESPs alternating pay will keep track of their extra duty assignment pay.

Subd. 2. On a community outing/field trip when the regular ISD 917 classroom teacher or a hired ISD 917 substitute teacher is not in attendance for two and one-half (1.5) consecutive hours or more, one School District designated employee shall receive their current rate of pay plus an additional \$4.00 per hour for student contact hours.

Subd. 3. The \$4.00 per hour increase does not refer to or include the time employees are out of the classroom or in the community in a job coaching assignment or job training assignment (ex: Cub foods/bagging groceries, school office sorting mail, attending a workshop through a future employer).

Section 4. Extracurricular Pay:

Subd. 1. Definition: For purposes of this Section, an extracurricular assignment is a work assignment outside of the regularly scheduled workday that is assigned in writing by the employee's assistant director or the director.

Subd. 2. Applicability: Extracurricular work assignments under this section may be for a variety of purposes, but do not include summer school, staff development activities or extended work year. The exception would be enrichment activities that entail overnights.

Subd. 3. Rate of Pay: Extracurricular work assignments shall be at the employee's normal hourly rate of pay for any hours worked except when the accumulated weekly work hours including regularly assigned work hours plus the extracurricular work hours exceed forty (40) hours per week. If the accumulated weekly work hours exceed forty (40), any time worked beyond forty (40) hours per week shall be paid at the rate of 1-1/2 times the normal rate of pay, in accordance with current district overtime procedures for non-exempt employees.

Subd. 4. Volunteer Participation: In the event an employee who is not assigned to work at an extracurricular event attends the extracurricular event and chooses to participate as a volunteer, such participation must be limited to activities that are not the same as or closely related to the employee's normal work activities. For example: selling tickets, food or other items would not be closely related to the work assignment of an employee who assists teachers in the classroom. However, supervising students, officiating at a sports event involving students, or driving district vehicles to transport students or district equipment would be closely related and would not be permitted activities for these employee volunteers.

Section 5: Train the Trainer Pay: An employee who agrees to attend training, for the purpose of meeting the requirements to be qualified to be a trainer of employees, on a regular duty day or on a non-duty day or days shall be paid at their hourly rate of pay for the time spent in the training sessions. If the location of the training sessions requires travel, expense reimbursement is regulated

by Board Policy 412. All such training agreements must be approved in writing by the program administrator and the Executive Director of Student Services.

Section 6: Trainer Pay: On non-duty days, when an employee is not regularly scheduled to work, an employee who agrees to conduct training for other staff members shall be compensated at their hourly rate of pay, plus an additional \$10.00 per hour. On a scheduled workday during the school year, when the employee would otherwise be working in their assigned position, an employee who agrees to conduct training shall be compensated at their hourly, plus the additional \$10.00 per hour, which shall both be in addition to the employee's contracted pay. All such training assignments must be made in writing by the appropriate director, assistant director, principal, or by the superintendent. The employee will be compensated at the hourly rate of the employee's contract for preparation for the initial training only. For each training presented, an employee may be compensated up to one (1) hour of prep time for each one (1) hour of the length of the training session per fiscal year. The employee must provide documentation for time spent in preparation outside of the employee's duty day.

Section 7. Extra Duty Pay:

Subd 1. In the absence of a licensed school nurse at a site where the LSN is assigned full time in which a designated paraprofessional fills in for the licensed school nurse and performs duties outside of their regular assignment, the designated paraprofessional shall receive their current rate of pay plus an additional \$3 per hour.

Subd 2. Supine Training: The District will seek interested paraprofessionals to undergo supine training. The District will reserve the right to assign individuals to be supine trained to meet the needs of students."

A paraprofessional that is certified as a Practitioner 2(S) will receive a stipend of \$250 annually following certification or recertification. They may receive this stipend once per school year.

Section 8. Intervener National Certification Stipend: An employee who completes National Certification as an intervener support professional (ISP) will receive a onetime stipend of \$1500 upon submission of verification to human resources.

Section 9. Registered Behavior Technician with the Behavior Analysts Certification Board Stipend: An employee who completes Registered Behavior Technician with the Behavior Analysts Certification Board as a behavior support professional (BSP) will receive a one-time stipend of \$1500 upon submission of verification to human resources.

Section 10. Mentor Stipend: By an employee's orientation date, each first-year employee will be assigned by the School District a non-probationary Education Support Professional who will serve as a mentor. If no non-probationary ESP is available to serve as a mentor, a probationary employee may be assigned.

Subd. 1. Those employees who agree to participate as a mentor shall commit to one school year in the program. They will typically be assigned 1 to 4 or 5 to 8 mentees. The mentor will receive a \$400 for mentoring 1 to 4 mentees or a \$800 stipend for mentoring 5-8 mentees annually.

Subd. 2. The mentor and mentee shall fulfill the responsibilities described in the ISD 917 Education Support Professional Mentor Program Guide. The intention shall be to promote

professional growth and development, which is intended to provide assistants with increased knowledge for student success and staff retention.

ARTICLE VIII GROUP INSURANCE

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

Section 2. Health and Hospitalization Insurance:

Subd. 1. Individual Coverage: Effective July 1, 2024, the School District shall contribute a sum not to exceed \$857 per month for each eligible employee employed by the School District who qualifies for and is enrolled in the School District group health and hospitalization plan. Effective January 1, 2025, the School District shall contribute a sum not to exceed \$857 per month for each eligible employee employed by the School District who qualifies for and is enrolled in the School District group health and hospitalization plan. Effective January 1, 2026, the School District shall contribute a sum not to exceed \$857 per month for each eligible employee employed by the School District who qualifies for and is enrolled in the School District group health and hospitalization plan. The cost of the premium not contributed by the School District shall be borne by the employee and paid by payroll deduction. This subdivision shall not apply to those eligible employees who select coverage under the high deductible health plan described in Subdivision 3.

Subd. 2. Dependent Coverage: Effective July 1, 2024, the School District shall contribute a sum not to exceed \$1646 per month for dependent coverage for each eligible employee employed by the School District who qualifies for and is enrolled in the School District group health and hospitalization plan and who qualifies for dependent coverage. Effective January 1, 2025, the School District shall contribute a sum not to exceed \$1646 per month for dependent coverage for each eligible employee employed by the School District who qualifies for and is enrolled in the School District group health and hospitalization plan and who qualifies for dependent coverage. Effective January 1, 2026, the School District shall contribute a sum not to exceed \$1646 per month for dependent coverage for each eligible employee employed by the School District who qualifies for and is enrolled in the School District group health and hospitalization plan and who qualifies for dependent coverage. The cost of the premium not contributed by the School District shall be borne by the employee and paid by payroll deduction. In the event that the School District's contribution for family coverage is discriminatory or illegal, the union will hold the School District harmless and indemnify the School District from any and all action, suits, claims, damages, judgments and other forms of liability which any person may have or claim to have arising out of or by reason of the School District's contribution toward family coverage. This subdivision shall not apply to those eligible employees who select coverage under the high deductible health plan described in Subdivision 4.

Subd. 3. Individual High Deductible Medical Coverage:

Eligible employees shall have the option of enrolling in a high deductible coverage option of the school district's health and hospitalization plan. The high deductible coverage shall be a qualified high deductible health plan within the meaning of Section 223 of the Internal Revenue Code of 1986, as amended from time to time. Each eligible employee enrolled in the high deductible coverage shall be eligible for a contribution to a health savings account ("HSA") of such employee in accordance with the Intermediate School District No. 917 Flex Choice Plan (the "Flex Choice Plan. Effective July 1, 2024, the total monthly contribution by

the School District shall not exceed \$804. Effective January 1, 2025, the total monthly contribution by the School District shall not exceed \$804. Effective January 1, 2026, the total monthly contribution by the School District shall not exceed \$804.

The school district shall contribute toward the cost of the premium for each eligible employee employed by the school district who qualifies for and is enrolled in individual coverage under the high deductible coverage option of the school district's health and hospitalization plan a monthly amount equal to the total monthly contribution identified in subsection (a) minus the monthly HSA contribution identified in subsection (c) and the monthly HSA administrative fees.

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

Subd. 4. Family High Deductible Medical Coverage:

(a) Eligible employees shall have the option of enrolling in a high deductible coverage option of the school district's health and hospitalization plan. The high deductible coverage shall be a qualified high deductible health plan within the meaning of Section 223 of the Internal Revenue Code of 1986, as amended from time to time. Each eligible employee enrolled in the high deductible coverage shall be eligible for a contribution to a health savings account ("HSA") of such employee in accordance with the Intermediate School District No. 917 Flex Choice Plan (the "Flex Choice Plan"). Effective July 1, 2024, the total monthly contribution by the school district toward the cost of the premium of the high deductible coverage, the HSA contribution, and the HSA administrative fees attributable to such eligible employee shall not exceed \$1784. Effective January 1, 2025, the total monthly contribution by the School District shall not exceed \$1900. Effective January 1, 2026, the total monthly contribution by the School District shall not exceed \$1975.

(b) The school district shall contribute toward the cost of the premium for each eligible employee employed by the school district who qualifies for and is enrolled in individual coverage under the high deductible coverage option of the school district's health and hospitalization plan a monthly amount equal to the total monthly contribution identified in subsection (a) minus the monthly HSA contribution identified in subsection (c) and the monthly HSA administrative fees.

(c) The school district shall contribute an amount equal to one-half of the applicable deductible to the HSA of each eligible employee employed by the school district who qualifies for and is enrolled in individual coverage under the high deductible coverage option of the school district's health and hospitalization plan.

Such contributions shall be made monthly on a pro rata basis. Such employees shall also be eligible, through the Flex Choice Plan, to make pre-tax contributions to the HSA via salary reduction. The school district shall select the vendor of the HSA to which such contributions shall be made. Once deposited in an employee's HSA, such contributions, whether made by the school district or via salary reduction, shall not be subject to restriction by the school district and the employee may access and/or transfer such funds to a different HSA to the fullest extent permitted by law. Such employees also shall be eligible to participate in a Limited Scope Health Care Reimbursement Plan through the Flex Choice Plan, which shall allow reimbursement of medical expenses to the fullest extent permitted by law for an individual receiving contribution to an HSA.

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

Section 3. Dental Insurance:

Subd. 1. Individual Coverage: Effective July 1, 2024, School District shall contribute a sum not to exceed \$75 per month toward the cost of the premium for individual coverage for each eligible employee employed by the School District who qualifies for and is enrolled in the School District's dental insurance plan. Additional cost of the premium, if any, shall be borne by the employee and paid by payroll deduction.

Subd. 2. Dependent Coverage: Effective July 1, 2024, the School District shall contribute a sum not to exceed \$135 per month toward the cost of the premium for dependent coverage for each eligible employee employed by the School District who qualifies for and is enrolled in the School District's dental insurance plan. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.

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

Subd. 1. Benefits begin after ninety (90) calendar days of total disability.

Subd. 2. The monthly income benefit shall be 662/3 percent of basic monthly earnings (exclusive of any additional compensation from this district or any other source).

Section 5. Life Insurance: The School District will pay each month 100 percent of the life insurance premium for a \$60,000 term-life insurance policy for each full-time employee with the individual employee effective July 1, 2024.

Section 6. Claims Against the School District: The parties agree that any description of insurance benefits contained in this Article is intended to be informational only and the eligibility of any

employee for benefits shall be governed by the terms of the insurance policy purchased by the School District pursuant to this Article. It is further understood that the School District's only obligation is to purchase an insurance policy and pay such amounts as agreed herein and no claims shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

Section 7. Duration of Insurance Contribution: An employee is eligible for contributions as provided in this Article as long as they are a full-time employee of District No. 917. Upon termination of employment, all district contribution shall cease, effective on the last working day, except as specified in Subdivisions 1, 2, and 3 hereof.

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

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

Subd. 3. An employee who resigns on or before the end of the academic school year, where the employee's resignation date is the last student contact day or during the extended school year (ESY) program shall be eligible during July and August for insurance benefits coverage as defined in Article VIII, provided they have met the 1020-hour requirement defined in Section 8., Subd.1 of this article.

Section 8. Eligibility:

Subd. 1. To be eligible for the full benefits of this Article, employees must be a regular full-time employee employed at least 1020 hours per year. Employees employed for less than 1020 hours per year but at least 510 hours per year shall be eligible for the benefits of this Article on a pro rata basis. Employees whose start of work date would preclude compliance with the hour requirement during the remainder of the regular academic year shall, nevertheless, be deemed to meet the hour requirement provided that their work schedule is such that hours of employment would have been attained had the employee begun work at the beginning of the academic year. Short-term or intermittent employees shall not be eligible for the benefits of this Article.

Subd. 2. Employees shall be eligible during the summer months insurance benefits coverage where the employee will continue to pay the employee contribution of the benefits costs while the District will continue to pay the District contribution as defined in Article VIII, if they have met the eligibility listed in Section 8, Subd. 1 of this article.

ARTICLE IX LEAVES OF ABSENCE

Section 1. Earned Sick and Safe Leave (ESSL) and Sick Leave:

Subd. 1. All full-time employees working 7.5 hours per day or more shall have eleven (11) days of Earned Sick and Safe Leave (ESSL) frontloaded at the beginning of the school year, which may all be used in accordance with Minnesota State Statute 181.9445 through 181.9448 that outlines mandatory Earned Sick & Safe Time for Minnesota employers. Additional sick leave hours shall be awarded to employees working extended duty day assignments (exceeding 178 days/year), proportional to the number of additional days worked, rounded to the nearest hour. Employees who take medical or parental leave of

absence, under this article, shall not have their Earned Sick and Safe Leave (ESSL) prorated.

Subd. 2. All full-time employees working 6.0 to 7.25 hours per day shall have 80 hours of Earned Sick and Safe Leave (ESSL) frontloaded at the beginning of the school year, which may all be used in accordance with Minnesota State Statute 181.9445 through 181.9448 that outlines mandatory Earned Sick & Safe Time for Minnesota employers. Additional sick leave hours shall be awarded to employees working extended duty day assignments (exceeding 178 days/year), proportional to the number of additional days worked, rounded to the nearest hour. Employees who take medical or parental leave of absence, under this article, shall not have their Earned Sick and Safe Leave (ESSL) prorated.

Subd. 3. Part-time employees will accrue Earned Sick and Safe Leave (ESSL) days on a pro-rata basis based on the employee's total hours worked compared to a full-time employee, which may all be used in accordance with Minnesota State Statute 181.9445 through 181.9448 that outlines mandatory Earned Sick & Safe Time for Minnesota employers. Employees who take medical or parental leave of absence, under this article, shall not have their Earned Sick and Safe Leave (ESSL) prorated.

Subd. 4. For the purposes of consistency of contracts and policies referring to paid time off, such as time off allotted for illness or medical/dental appointments, as "leave" types, time off aligned with Minnesota's Earned Sick and Safe Time statutes shall be referred to as "Earned Sick and Safe Leave" or "ESSL."

Subd. 5. At the end of each school year, unused ESSL will be rolled into a personal sick leave bank to the extent permitted by law. Sick leave days may accumulate without limit.

Subd. 6. Upon the fourth (4th) day of absence due to illness, or when there is probable cause to support the belief that an employee is misrepresenting the use of leave for illness, the District may require an employee to furnish a medical certificate from a qualified medical provider indicating the absence was due to illness or disability in order to qualify for sick leave pay. Requests for documentation following the use of ESSL will adhere to state statute. In the event that a medical certificate will be required, the employee will be so advised.

Subd. 7. ESSL and sick leave allowed shall be deducted from the leave days earned by the employee. Should an employee's reason for absence qualify for both sick leave and ESSL, the employee shall have the option to use either leave type by selecting that leave during their entry into the district's absence management system.

Subd. 8. Sick leave pay shall be approved upon request.

Subd. 9. An employee may request use of hours from their current year's ESSL allocation for up to one (1) day of paid leave to be absent due to an unavoidable emergency situation. Emergency situations include events like transportation issues, unexpected home maintenance, unexpected lack of childcare not covered under ESSL leave/the state statute for ESST. The use of such leave will be granted at the sole discretion of the superintendent or their designee and is not subject to the grievance procedures.

Subd. 10. An employee who is entitled to ESSL/sick leave pay, who is then receiving Worker's Compensation, may not be paid ESSL/sick leave pay in an amount greater than the difference between such Worker's Compensation and their basic salary.

Subd. 11. The work-related injury workers' compensation sick leave bank shall be used for requests from unit members for up to three (3) days of pay if the injury is of such duration

that it does not provide for a Minnesota Workers' compensation wage loss benefit. The leave bank shall be administered by the President or Vice President of the Association and the Superintendent. Eligibility decisions are not subject to the grievance procedures. Once the work-related workers' compensation sick leave bank is exhausted, it will no longer be available for use by employees.

Section 2. Medical Leave:

Subd. 1. Personal Medical Leave of Absence: An employee who is unable to work because of a personal illness or disability may, upon written request to human resources per procedure outlined on the School District's website, be granted a medical leave of absence. Such leave shall run concurrently, that is at the same time, with Family Medical Leave Act (FMLA) provisions, if the employee is eligible under FMLA as noted in subdivision two (2) of this section. The employee's accrued paid leave must be exhausted before the employee transitions to an unpaid personal medical leave of absence.

Pregnancy Leave: The start of a personal physical disability absence for prenatal care, pregnancy, delivery, and recovery from childbirth shall be determined by the employee's physician. The end of a personal physical disability absence for childbirth shall also be determined by the employee's physician. This must be communicated to the School District in writing. Leaves extending beyond the physician's documentation shall fall under parental leave and may be eligible under the Family Medical Leave Act as noted in subdivision two (2) of this section or may be eligible for continued District contributions to insurance costs as noted in section six (6), subdivision two (2).

Subd. 2. Family Medical Leave of Absence: In accordance with the Family Medical Leave Act (FMLA), eligible employees are entitled to twelve (12) workweeks of unpaid leave within a rolling twelve (12)-month period. Non-contract days, such as non-duty days, shall not count toward the twelve (12) workweeks and accrued paid leave shall not be deducted.

a) FMLA Eligibility: Over the twelve (12) months prior to leave, employees must have been employed with the School District for at least twelve (12) months and worked 1,250 hours within the twelve (12)-month period preceding the leave. Any use of personal leave, sick leave, or unpaid time off (non-duty days) are not counted toward the 1,250-hour benchmark.

b) Pursuant to law, FMLA Leave shall be granted for any of the following reasons:

i. The employee's own serious health condition, as defined by the FMLA.

ii. The employee's need to care for an immediate family member (spouse, child, parent) with a serious health condition, as defined by the FMLA.

iii. The placement (adoption or foster care) or birth of a child up to one year after the child's birth or placement.

c) FMLA Leave will run concurrently, that is at the same time, with any paid leave and any and all of the employee's accrued paid leave must be exhausted before the employee transitions to an unpaid leave of absence.

d) Spouses who work for the School District shall be allowed a combined total of twelve (12) weeks unpaid FMLA leave during any twelve (12)-month period for the birth or adoption of a child, or to care for a parent's serious health condition. However,

the combined limitation does not apply to FMLA leave taken by one spouse in the School District to care for the other spouse in the School District.

Subd. 3. Notification and Request for Medical Leave: An employee must give written notice to human resources requesting a medical leave of absence at least three (3) calendar months before the beginning of the requested medical leave or within 24 hours of receipt of notice of arrival of an adopted child, if notice is received less than three (3) calendar months before the leave start date, or as soon as possible following the onset of a serious health condition. The request for medical leave shall adhere to procedure outlined on the School District's website.

Subd. 4. Medical Verification: The employee shall be required to provide the School District with medical verification from a qualified healthcare provider for their own or the family member's serious health condition when requesting the leave of absence.

Subd. 5. Returning from Medical Leave: An employee on a medical leave of absence under this Section must notify human resources or their administrative designee in writing, five typically scheduled days of employment of their intention to return from leave.

a) If the employee is returning from a personal medical leave of absence, the employee must also provide medical verification from a qualified healthcare provider of the employee's release from medical restrictions allowing them to return to full capacity at work.

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

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

Subd. 6. Probationary Period: Periods of time for which the employee is on medical leave may extend the employee's probationary period.

Section 3. Parental Leave:

Subd. 1. An employee shall be afforded a parental leave of absence of no more than twelve (12) months in duration for the care of a newborn child or an adopted child, provided that the employee is caring for the child on a full-time basis. The parental leave will run concurrently, that is at the same time, as family medical leave should the leave be an FMLA-qualified leave of absence, though the employee may be eligible for continued District contributions to insurance costs as noted in section six (6), subdivision two (2).

Subd. 2. Notification and Request for Parental Leave: An employee shall give written notice to human resources, per procedure outlined on the School District's website, requesting a parental leave of absence at least three (3) calendar months before the beginning of the requested leave or within 24 hours of receipt of notice of the arrival of an adopted child, if notice is received less than three (3) calendar months before the leave start date.

Subd. 3. Returning from Parental Leave: For partial school year leaves, an employee on a parental leave of absence under this Section must confirm with human resources their intention to return from parental leave at least two (2) weeks prior to their approved leave

end date. For full-year leaves, an employee on a parental leave of absence under this Section must confirm with human resources or their administrative designee in writing, their intention to return from parental leave at least six (6) weeks prior to the end of their leave.

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

Subd. 4. Failure of the employee to return from a parental leave pursuant to the agreed upon return date with the School District, may constitute job abandonment and be grounds for termination.

Subd. 5. Probationary Period: Periods of time for which the employee is on parental leave will extend the employee's probationary period.

Section 4. Civic Duty/Military Leave:

Subd. 1. Jury Duty: An employee summoned to serve on a jury may request to be excused from such jury service. Employees who are not excused will be permitted time off without the loss of pay contingent upon the employee reimbursing the School District any fees / per diem received from the court for said jury duty. If/when an employee is dismissed from jury duty, the employee must return to work. Any allowable expenses reimbursed by the court, such as mileage, parking, and meals, may be retained and are the sole responsibility of the employee to seek through the court. The District shall assume no responsibility to seek reimbursement, nor pay reimbursement for said expenses.

Subd. 2. Subpoenaed Witness: An employee subpoenaed in cases involving the School District or students (e.g., a parent custody case) served within the School District, will be permitted time off without the loss of pay and will be allowed to retain any allowable expenses reimbursed by the court. An employee subpoenaed in cases unrelated to the School District, will be permitted time off and use of paid or unpaid leave will be at the discretion of the Superintendent. Any allowable expenses reimbursed by the court, such as mileage, parking, and meals, may be retained and are the sole responsibility of the employee to seek through the court. The District shall assume no responsibility to seek reimbursement, nor pay reimbursement for said expenses.

Subd. 3. Military: Military leave shall be granted pursuant to State and Federal laws.

Section 5. General Unpaid Personal Leave:

Subd. 1. An employee shall be afforded a general unpaid personal leave of absence, subject to the provisions in this section and District policy 464, through written request from the employee to the Superintendent. Any leave within this section must also be approved by the School Board if it extends beyond five (5) days. The granting of such leave shall be at the sole discretion of the School Board.

A general leave may be granted by the School Board for extended personal illness, extended illness of the employee's immediate family member, additional educational requirements, or other reasons acceptable to the School Board.

Subd. 2. A general leave of absence pursuant to this section shall be leave without pay and the employee will not be permitted to use accrued leave to subsidize their general leave of absence.

Subd. 3. An employee on an approved general leave of absence for a full school year or the spring semester of the school year, shall notify the Superintendent in writing of their 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 their intention to return from general leave at least one (1) month prior to their approved leave end date.

Section 6. Insurance Implications:

Subd. 1. Qualified FMLA Leaves: An employee on a leave under this article that qualifies per the Family Medical Leave Act (FMLA) is eligible to continue to participate in group insurance programs, if permitted under the insurance policy provisions, and shall continue to pay the employee contribution to the insurance premium for any month during which the FMLA-qualified leave falls.

Subd. 2. 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) and who has worked for the 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 leave, if the employee is on the District's health insurance plan, no matter if the employee is using paid or unpaid days. If the employee fails to return to work following the leave, the employee must refund the District the costs of the full insurance premium for any month in which the employee did not work at least one day.

Subd. 3. Other Leaves: For leaves under this article that do not qualify per the FMLA, the employee shall pay the full insurance premium (School District and employee contributions) for any month in which the employee does not work at least one (1) day.

Subd. 3. Payment: The employee is responsible for paying the School District business office the monthly amounts due for any insurance programs the employee wishes to retain in advance of the end of the corresponding month on such a date determined by the School District. However, the employee may elect to discontinue insurance programs. The right to continue participation in such group insurance programs shall automatically discontinue upon termination of employment, except as otherwise provided by law.

Subd. 4. If the injury is related to the work assignment, an employer and active employee's insurance contribution will continue during a qualified workers compensation injury.

Section 7. Accrued Benefits:

Subd. 1. Employees on Medical or Parental Leaves: An employee on a medical or parental leave under this article shall retain their number of personal and sick leave days, and other accrued benefits, if any, up to the date that the employee went on leave for use during the employee's leave of absence, as noted in sections two (2) and three (3) of this article, and accrual will continue so long as the employee is using paid leave. No additional paid leave days, or other benefits shall accrue for the period of time that the employee is on unpaid leave.

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

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

Section 9. Bereavement/Death and Illness:

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

Subd. 2. Upon approval of the superintendent or their designee, an employee may be granted up to 160 hours per calendar year of accumulated sick leave for illness or injury, for the following: an employee's spouse, child, child over 18, step-child, grandchild, parent, grandparent, step-parent, sibling or significant person for which care is required for such reasonable period as the employee's attendance may be necessary. This leave will be granted under the same terms the employee is able to use sick leave benefits for their own illness. Time will be deducted from sick leave.

Subd. 3. Additional absence for severe illness or death for persons identified in Subd. 1 and Subd. 2 may be granted at the sole discretion of the superintendent whose decision is final and binding and is not subject to the grievance procedure.

Subd. 4. Absence for the severe illness or death of persons not designated in Subd. 1 or Subd. 2 may be granted at the sole discretion of the Superintendent, whose decision is final and binding and is not subject to the grievance procedure. Time used in this subdivision will be deducted from the employee's sick leave.

Section 10. Personal Leave:

Subd. 1. Eligibility:

(a) Employees will receive personal leave days per the following schedule:

In Year 1-3 of continuous employment: 1 day
In Year 4-7 of continuous employment: 2 days
In Year 8+ of continuous employment: 3 days

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

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

(b) Denial of requests for the use of personal leave by the immediate supervisor may be appealed to the Superintendent.

(c) An employee may be granted leave without pay at the sole discretion of the superintendent, in accordance with school board policy.

Subd. 2. The use of a personal leave day is subject to the approval of the School District to ensure a minimum of disruption for the educational program. Accordingly, the following restrictions shall apply:

(a) A personal leave day normally shall not be granted for the day preceding or the day following Minnesota Educators' Academy (MEA) break, the long weekend that includes the fourth (4th) Thursday in November, winter break, or spring break, or any in-service/professional development days, and the first ten (10) and last ten (10) student contact days of the school year. When the licensed staff duty day calendar includes a staff inservice or conference day that is not required for employees in this contract, the day preceding, or the day following are eligible for use of personal leave.

(b) Personal leave requests may be denied on a particular day, if other employees in the same bargaining unit have already been granted personal or emergency leave which would be disruptive to the functioning of the particular program. In addition, personal leave requests will not be approved on any day which would exceed five percent (5%) of the total bargaining unit.

(c) Requests for exceptions to the expectations herein require the approval of the superintendent or their designee through a review process. Employees seeking exceptions to use personal leave during the restricted periods listed above must reach out to the Director of Human Resources.

Subd. 3. At the beginning of each contract year, employees will be credited with the number of days of personal leave specified in Subd. 1, herein. Those employees who have accumulated three (3) days of personal leave or more prior to the beginning of any contract year shall receive a lump sum payment of \$75.00 for each day beyond five for which they become eligible in lieu of being granted additional days beyond five. Part-time employees as defined in Section 11 of this Article IX shall be paid a pro rata portion of the \$75.00 per day based upon the number of hours worked per year with 1020 hours per year constituting full-time.

Subd. 4. Employees who are assigned to extended duty days as defined in Section 1, Subd.1, of this Article IX, shall earn additional personal leave days on a pro rata basis consistent with the number of additional days of assignment. The calculation of additional days will be based upon the actual days worked in the preceding school year (July 1 through June 30) and the number of years of service. The additional personal leave days earned will accrue to the employee in the following year. Additional time will be calculated to the nearest hour.

Subd. 5. Personal leave must normally be requested three (3) business days in advance or as soon as known. All requests with less than a three (3) business day notice will need to include the reason for the request of personal leave. Personal leave may be granted in increments of less than one full workday if approved by District designee.

Subd. 6. Personal leave accrued on the books at the time of an employee's separation from the district due to a reduction in force that is caused by an elimination of programs or reduction in enrollment shall be reimbursed to the employee at the current substitute Education Support Professional rate of pay.

Section 11. Attendance Incentive Pay: Employees, employed from the first staff workday of the school year through December 31, who use three (3) or less paid sick leave days (ESSL and/or sick) during this period will receive a \$250 stipend on their February 15 paycheck. Employees, employed from January 1 through the last staff workday of the school year, who use four (4) or

less paid sick leave days (ESSL and/or sick) during this period will receive a \$750 stipend on their September 15 paycheck, upon returning to work for the next school year. Retirees who use four (4) or less paid sick leave days (ESSL and/or sick) between January 1 and the last staff workday of the school year will receive a \$750 stipend on their June 30 paycheck.

ARTICLE X PROBATIONARY PERIOD

Section 1. Probationary Period: An employee, under the provisions of this Agreement, shall serve a probationary period of one (1) calendar year from the date of continuous hire, during which time the School District shall have the unqualified right to suspend without pay, discharge, or otherwise discipline such an employee. During the probationary period, the employee will receive two (2) performance appraisals during each continuous year of employment using the District's procedures. The first appraisal shall occur prior to December 15 and the second will occur prior to April 15. Probationary employees hired mid-year will receive two (2) performance appraisals prior to their one-year employment anniversary, as close to the December 15 and April 15 dates as practicable and no later than 30 calendar days before their one-year employment anniversary.

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

ARTICLE XI EMPLOYEE SUPERVISION

Section 1. Employee Improvement:

Subd. 1. Prior to formal or informal disciplinary procedures being employed in cases of minor misconduct or in cases where the behavior or poor performance does not constitute a serious infraction of the contract, district policies, rules or directives of superiors, the school district may, in its discretion, attempt to improve an employee's performance and/or correct an employee's behavior by implementing a non-disciplinary Letter of Expectation/Non-Disciplinary Written Directive or a Performance Improvement Plan (PIP).

Subd. 2. The purpose of a non-disciplinary Letter of Expectation/Non-Disciplinary Written Directive or a performance improvement plan is to improve the employee's performance up to the standards and expectations of the school district. This could include additional training or other supports. Should the employee fail to raise their level of performance to the school district's expectations, or the behavior issues continue the school district may resort to the disciplinary measures delineated in Section 2 of this Article.

Subd. 3. All employee improvement plans will be placed in the employee's personnel file along with any notations as to the employee's progress in improving performance. If requested by the employee, and by agreement with the supervisor, a letter of acceptable performance on the concerns in the improvement plan will be placed in the employee's file.

Section 2. Employee Discipline:

Subd. 1. Employee discipline is the school district's process for assuring compliance with the terms and conditions of the collective bargaining agreement, Board policies and rules, directives issued by the employee's supervisors or other administrators, and generally accepted norms of behavior. Discipline is intended to correct unacceptable behavior and

improve performance. The school district shall render disciplinary measures only for just cause and shall ensure that employee rights to “due process” are protected.

Subd. 2. Warnings and Reprimands: The school district shall typically follow a progressive discipline approach as outlined in this Article depending upon the gravity of the misconduct or the level of performance issues. The school district may, at its sole discretion, move immediately to a higher level of discipline, depending upon the severity of the misconduct or lack of performance.

(a) Non-Disciplinary Warning or Counseling: Oral or verbal warnings or counseling may be issued to employees in the event of relatively minor infractions. Warnings or counseling, regardless of being written or verbal are not disciplinary and are not grievable under Article XIV of this Agreement. An oral warning or counseling may be documented in the employee’s official personnel file, such as with a Non-Disciplinary Letter of Expectation or a Non-Disciplinary Letter of Directive, pursuant to the school district’s sole discretion. Employees may respond in writing to non-disciplinary written letters and such responses shall be placed in the employee’s official personnel file.

(b) Written Reprimand: Written reprimands (Notices of Deficiency) may be issued by the school district for more serious misconduct or when warnings or counseling have not corrected the employee’s behavior or performance. Written reprimands will be placed in the employee’s official personnel file. Employees may respond in writing to written reprimands and such responses shall be placed in the employee’s official personnel file. Written reprimands are disciplinary in nature and may be grieved under Article XIV of this Agreement. The standards of review of a written reprimand is whether or not the written reprimand is false or inaccurate or is without just cause. Any written reprimand found through the grievance procedure to be false or inaccurate or without just cause will be expunged from the employee’s official personnel file.

Subd. 3. Suspension Without Pay: An employee may be suspended without pay for just cause as described in this Article XI, Subd. 1. Suspension without pay is disciplinary in nature and is subject to the grievance procedure under Article XIV of this Agreement. In keeping with the just cause standard, an employee may be suspended without pay when other disciplinary measures have been applied without sufficient positive result, or immediately for violations of District policies or directives that warrant such discipline.

Suspension without pay shall take effect upon written notification from the Superintendent of Schools to the employee stating the grounds for suspension without pay. The employee shall have the right to invoke the grievance procedures set forth in Article XIV of this Agreement at the arbitration level provided written notification requesting arbitration is received by the superintendent within twenty (20) days after receipt of the written notice of suspension.

The suspension without pay shall take effect upon receipt by the employee of the written notice of suspension without pay or shall take effect as otherwise indicated in the written notice of suspension without pay. The suspension without pay shall continue in effect for the time period provided in the written notice of suspension without pay or as otherwise decided by the school board, but not to exceed a period of thirty (30) workdays.

Subd. 4. Termination for Cause: An employee who has passed the probationary period may be terminated for just cause.

A termination of employment is disciplinary in nature and is subject to the grievance procedure under Article XIV of this Agreement. In keeping with the just cause standard, an employee’s employment may be terminated when other disciplinary measures have been applied without sufficient positive result, or immediate violations of District policies or directors that warrant such discipline.

Subd. 5. Paid Administrative Leave: An employee may be put on a paid administrative leave during an investigation at the discretion of the District. A paid administrative leave is not grievable pursuant to Article XIV of this Agreement. If the investigation results in a disciplinary suspension without pay, the employee's unpaid suspension time will not be retroactive to the start of paid administrative leave without mutual agreement. Further, previously scheduled absences will be honored during paid administrative leave.

ARTICLE XII SENIORITY

Section 1. Seniority Date: For purposes of this article, an employee's seniority date shall be the first workday of continuous employment with the School District. An employee shall acquire a seniority date upon completion of the probationary period as defined in this Agreement and upon acquiring seniority. If more than one employee has the same seniority date, the tie in seniority shall be broken by lot. If an employee changes their assignment within this bargaining group their seniority date remains the first workday of continuous employment with the School District for the purpose of seniority date and placement on seniority list.

Subd. 1. An employee covered under this Article in the contract agreement may challenge their placement order (credit) on their District Seniority list. The challenge must be submitted to the office of Human Resources and Local 4242 in writing. The District will respond in writing to the employee, within 10 business days of receiving the challenge, with documented verification of first work day of continuous employment. Subd. 1 is subject to Article XIV Grievance Procedure.

Section 2. Loss of Seniority: An employee shall lose their seniority standing upon written resignation of employment, discharge for cause, or after a twelve (12) month continuous lay off, as defined in Section 1, hereof.

Subd. 1. Employees projected to be affected by a reduction in force (layoff) will be notified by their immediate supervisor as soon as practicable. Official notice of ending date of employment will be sent to employee from the school district by certified mail.

Subd. 2. Employees shall be identified for reduction in force (layoff) in inverse order of seniority.

Subd. 3. An employee terminated for reduction in force (layoff), may provide the office of human resource their name with mailing address to receive notice of availability of positions for recall. The employee is responsible for providing current mailing address for twelve (12) months when requesting job openings through district mailings.

Section 3. Seniority Lists: Seniority lists shall be published no later than February 15 each year. The list shall indicate the employees' seniority date. The list shall be posted at each school facility where possible.

Section 4. Recall:

Subd. 1. No new employees will be employed by the School District while a qualified employee is on recall for a reduction in force (layoff) as defined in Section 1 hereof. The order of recall will be determined by the seniority order of persons on recall who meet qualifications as defined in Section 1, hereof. An employee terminated due to reduction in force (layoff) shall have recall rights until June 30th of the following fiscal year.

Subd. 2. Notice of recall will be sent by certified mail to the most current address the employee has provided on file and will include program, site, hours and assignment title.

Subd. 3. The employee will have 14 calendar days upon receipt of mailing to notify the School District of acceptance of position and reinstatement of employment.

Subd. 4. If recalled by the District within 12 months (365 days) after the date of layoff, seniority date will be the seniority date at time of reduction in force (layoff). Article XII is subject to Article XIV Grievance Procedure.

ARTICLE XIII OTHER BENEFITS

Section 1. The School District agrees to reimburse for tuitions, fees, membership and association fees which are approved in accordance with District Policy 486.

Section 2. Travel Expense: Employees required by the School District to use their own vehicles in the performance of their duties shall be reimbursed for such travel at the rate as prescribed by School Board policy.

ARTICLE XIV GRIEVANCE PROCEDURE

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

Section 2. Representative: The employee, administrator or School District may be represented during any step of the procedure by any person or agent designated by such parties to this Agreement to act in their behalf.

Section 3. Definitions and Interpretations:

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

Subd. 2. Days: Reference to days regarding time periods in this procedure shall refer to calendar days.

Subd. 3. Filing and Postmark: The filing or service of any notice or document herein shall be timely if it is personally served or if it bears a certified postmark of the United States Postal Service within the time period.

Section 4. Time Limitation and Waiver: Grievances shall not be valid for consideration unless the grievance is submitted in writing to the School District's designee, setting forth the facts and specific provision of the Agreement allegedly violated, and the particular relief sought within twenty-five (25) days after the date of notification of the event the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereinafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the employee and the School District's designee.

Section 5. Adjustments of Grievance: The School District and the employee shall attempt to adjust all grievances which may arise during the course of employment of any employee within the School District in the following manner:

Subd. 1. Level 1: If the grievance is not resolved through informal discussions, the School District designee shall give a written decision on the grievance to the parties involved within ten (10) days after receipt of the written grievance.

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

Section 6. School Board Review: The School Board reserves the right to review any decision issued under Level I or Level II of this procedure provided the School Board, or its representative notifies the parties of its intention to review within ten (10) days after the decision has been rendered. In the event the School Board reviews a grievance under this section, the School Board reserves the right to reverse or modify such decision.

Section 7. Denial of Grievance: Failure by the School District or its representative to issue a decision within the time periods provided herein shall constitute a denial of the grievance and the employee may appeal it to the next level.

Section 8. Arbitration Procedures: In the event that the employee and the School District are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein.

Subd. 1. Request: A request to submit a grievance to arbitration must be in writing signed by the aggrieved party, and such request must be filed in the office of the superintendent within ten (10) days following the decision in Level II or School Board review, whichever is applicable, of the grievance procedure.

Subd. 2. Prior Procedure Required: No grievance shall be considered by the arbitrator which has not been first duly processed in accordance with the grievance procedure and appeal provisions.

Subd. 3. Selection of Arbitrator: Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within ten (10) days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the Bureau of Mediation Services to appoint an arbitrator pursuant to M.S. § 179.70, Subd. 4, providing such request is made within twenty (20) days after the request for arbitration. The request shall ask that the appointment be made within thirty (30) days after the receipt of said request. Failure to agree upon an arbitrator or the failure to request an arbitrator from the Bureau of Mediation Services within the time periods provided herein shall constitute a waiver of the grievance.

Subd. 4. Hearing: The grievance shall be heard by a single arbitrator and both parties may be represented by such a person or persons as they may choose and designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to

submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing de novo.

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

Subd. 6. Expenses: Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party or if the request is mutual, the cost shall be shared. The parties shall share equally fees and expenses of the arbitrator and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration.

Subd. 7. Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written Agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein; nor shall the jurisdiction of the arbitrator extend to matters limited or excluded by PELRA of 1971.

Section 9. Grievance Form: A form which must be used for filing grievances shall be provided by the School District (Attachment C). Such form shall be readily accessible in all school buildings.

Section 10. Election of Remedies and Waiver: A party instituting any action, proceeding or complaint in a federal or state court of law, or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this Article. Upon instituting a proceeding in another forum as outlined herein, the employee shall waive their right to initiate a grievance pursuant to this Article, or, if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived. This section shall not apply to actions to compel arbitration as provided in this Agreement or to enforce the award of an arbitrator.

ARTICLE XV TRANSFERS, VACANCIES, AND JOB POSTING

Transfer, in the context of this article, means the change in work location within Intermediate School District #917's various program sites. All transfers shall be documented in writing. A change in work assignment at the same work location is not considered a transfer under this article and is a management prerogative.

Section 1. Daily Job Site Involuntary Transfer Request: For purposes of this section, a daily job site transfer request of an employee is one that is made by an administrator when there is a need on a particular day or days due to employee absences or other extenuating needs in a classroom outside of the building normally assigned. An employee may be requested to provide job coverage at a site other than their regular assigned building. When possible, an employee will be notified the day before a transfer is needed. If an assignment is expected to go beyond a day, the employee will be

informed of the estimated number of days of the assignment, if known. A change of work assignment at the regular assigned building is not considered a daily job site involuntary transfer request.

Subd. 1. The assistant will be provided a stipend of \$25. If the transfer is longer than one day and the assistant is given notice of this in advance of each day of the assignment, the stipend will only be paid for the first day of the transfer.

Subd. 2. The employee's regular assignment work times will remain the same unless the employee and administrator mutually agree to a change in times. Hours worked that exceed the regular assignment work times will be submitted on an employee time sheet.

Subd. 3. In the event the employee's drive time from the temporary job site will exceed the normal end of day drive time and this creates a hardship for the employee, by mutual agreement with the administrator, the employee may be allowed to leave the temporary job site before the temporary job sites normal workday end time.

Subd. 4. Employee's working a daily job site transfer request will be reimbursed for mileage based on the round-trip miles from their regular assignment job site to the temporary job site, unless the distance from their home to their temporary assignment is shorter than their typical commute, in accordance with District Policy 412 and submission on the District Mileage Request Form. If an employee's personal vehicle is not available for travel and alternative transportation options are not possible, there will be no retribution given to the employee.

Subd. 5. Job duties at a temporary job site that require specialized training will not be expected to be performed by an employee who has not received such training. When an employee has concerns regarding their ability to meet the program needs of a temporary job site assignment, these concerns should be shared with the administrator making the request. There will be no retribution given to an employee who is not trained for the duties of other sites.

Section 2. Long-Term and Permanent Involuntary Transfers: Notice of involuntary transfer shall be given to the employees of the department involved as soon as practicable. A list of open bargaining unit positions in the school district shall be made available to all employees being involuntarily transferred or reassigned. Such employees may apply for positions in order of preference to which they desire to be transferred. A change of work assignment at the regular assigned building is not considered an involuntary transfer.

Section 3. Decision:

Subd. 1. The involuntary transfer will be given to the least senior employee in the site/program, whenever possible subject to the provisions of Subdivisions 2 through 4, below.

Subd. 2. Programmatic considerations, employee qualifications, employee preference, and seniority shall be used by the school district when filling vacancies and rotating or transferring staff.

Subd. 3. Staff not selected for vacant or open positions or staff being involuntarily reassigned shall, upon written request, be afforded an opportunity to meet with the Superintendent regarding such decision.

Subd. 4. Notwithstanding the provisions of this Article, it is understood and agreed that the final choice relating to staffing decisions remains in the discretion of the School District.

Section 4. Voluntary Transfers: Voluntary transfers shall be available to all employees based on the qualifications of the individual and the needs of the district.

Subd. 1. Employees shall have the right to apply for open positions within the District for which they are qualified. Qualification shall be determined by the skills, experience, performance of the individual applying, and the requirements of the position applied for. The District shall determine the qualifications required. When qualifications are equal, seniority shall be the deciding factor between several applicants. The District shall inform the union president by email as soon as the position is filled, stating employee name, program assignment, site location, hours and salary.

Subd. 2. Any employee who wishes to be considered for a transfer to a location or program when an opening is posted must apply through the District's application system. Consideration will be given to these requests based upon criteria described in Subd. 1 above and the needs of the district. When qualifications are equal, seniority shall be considered.

Subd. 3. Notwithstanding the provisions of this Article, it is understood and agreed that the final choice relating to staffing decisions remains in the discretion of the school district.

Section 5. Definition, Vacancies and Job Posting: For purposes of this section, a regular vacancy is defined as one anticipated to last for more than one school year when an employee is to be added in the bargaining unit, the allocation of additional employees, or a regular position becomes available due to an employee leaving. The posting requirement shall not apply when the district is making administrative transfers or reassignments within the bargaining unit.

Vacancies for bargaining unit positions shall be posted on the district website and a notice will be sent to each employee's school email. Positions will be posted for a minimum of five working days before the position is permanently filled. Each posting will include the position, hours, site assignment if known, and program assignment. Employee access to district computers will be provided during the normal workday and conditions for use are set forth in School District Policy.

Section 6. New positions or extended day/hour positions: In instances where positions providing additional hours or additional days of work or continuous employment are to be filled, preference for these positions shall be given first to the most senior qualified person applying within the program area of their normal assignment (ex: TESA within TESA) and then to the most senior qualified person applying within 917.)

Section 7. Application for Vacancies: To be considered for a vacancy posted under this Agreement, an employee must submit an application in writing.

Section 8. Mailed Notice: Employees of the unit desiring to be personally notified of any vacancies occurring within the unit must provide the personnel office with a stamped, self-addressed envelope. If such an envelope is on file when a vacancy is posted, the School District will forward the vacancy notice to the employee.

ARTICLE XVI SEVERANCE/EARLY RETIREMENT

Section 1. Retiree Health Coverage: Health coverage following the termination of employment shall be made available to the extent required under, and in accordance with, Minnesota Statutes Section 471.61, subd. 2b. The District makes no contribution towards the premium cost of such coverage.

Section 2. Cut-off Date: The benefits of this article shall not apply to a member of this group employed after July 1, 2005.

Section 3. Eligibility: Employees who have completed at least fifteen (15) years of continuous (to be defined as including any leave approved under other sections of this contract) employment with the School District, and who are at least fifty-five (55) years of age or have completed thirty (30) years of continuous employment shall be eligible for severance pay pursuant to the provisions of this Article upon submission of a written resignation accepted by the School Board. Severance pay shall not be granted to any employee who is discharged for cause by the School District. This Article shall apply only to employees who retire after the execution of this contract and shall not be retroactive to any employee who retired prior to said execution date.

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

Section 5. Notice: To be eligible for the benefits of this section, unless waived by the School District, an employee must notify the School District not less than 45 calendar days prior to the proposed retirement date.

Section 6. Method of Pay-Out:

- (a) Subject to the limitations listed below, the school district will contribute an amount equal to the value of the employee's severance pay directly into the School Board approved 403 (b) vendor account. The retiree will not receive any direct payment from the school district for the severance pay.
- (b) The school district's annual contribution into the School Board approved 403 (b) vendor account must not exceed the IRS contribution limit. If the amount calculated in "A" exceeds the available limits in the year of separation, the excess amount will be paid out in cash and not be tax sheltered.
- (c) The school district contribution(s) into the approved 403 (b) vendor account will be made according to the same timeline as was provided for the direct payment of the severance pay.
- (d) The school district will make the severance pay contributions to the School Board approved 403 (b) vendor. For purposes of calculating the maximum deferral limit, the school district will provide the retiree of approved vendors with contribution information for the previous twelve (12) months of employment. The vendor had agreed to calculate the maximum deferral limit.
- (e) If an employee eligible for this benefit dies before terminating employment, the benefit will be paid to the estate of the deceased.

ARTICLE XVII
403(b) MATCHING CONTRIBUTION PLAN

Section 1. Eligibility: To be eligible for this contribution, an employee must be regularly employed at least 1020 hours during the contract year, and such benefits shall not apply to employees employed for a lesser time or substitute employees. An employee must be in their second school year and thus will be eligible for an employer contribution in the employee's second year of service. The first year of employment shall be defined as any days of employment prior to the last student day of the regular school calendar in the first employment agreement. The next regular school

calendar becomes the second year of employment with each successive school calendar year adding to the years of employment.

Section 2. Contribution: Effective July 1, 2024, the school district will contribute up to a maximum as listed in the following schedule, according to year of service.

School Year	Employee Matching Contribution	School District Matching Contribution	Maximum School District Contribution	Total Contribution School District and Employee
In continuous School Year 2-3	\$100	\$100	\$100	\$200
In continuous School Year 4-6	\$350	\$350	\$350	\$700
In continuous School Year 7-9	\$450	\$450	\$450	\$900
In continuous School Year 10-12	\$600	\$600	\$600	\$1,200
In continuous School Year 13-14	\$700	\$700	\$700	\$1,400
In continuous School Year 15+	\$1,000	\$1,000	\$1,000	\$2,000

Section 3. Authorization Agreement: A salary reduction authorization agreement must be completed by the eligible employee by October 1 of the current year, for the employee to participate in the 403b matching contribution plan.

Section 4. Unpaid Leaves: Employees on unpaid leaves may not participate in the matching program while on leave.

Section 5. Matching Requirement: The School District's contribution, for the matching portion of Section 2, shall not exceed the employee's matching contribution.

ARTICLE XVIII DURATION

Section 1. Term and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing July 1, 2024, through June 30, 2026, and thereafter pursuant to PELRA. If either party desires to modify or amend this Agreement commencing on July 1, 2026, it shall give written notice of such intent no later than May 1, 2026. Unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety (90) days prior to the expiration of this Agreement.

Section 2. Effect: This Agreement constitutes the full and complete agreement between the School District and the Union. The provisions herein relating to terms and conditions of employment supersede any and all prior agreements, resolutions, practices, School District policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

Section 3. Finality: Any matters relating to the current contract term, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement.

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

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

DISTRICT #917 EDUCATION
SUPPORT PROFESSIONALS' FEDERATION,
LOCAL 4242

INTERMEDIATE SCHOOL DISTRICT 917

Amber Kneer
President, Local 4242

Chair

Ryan Henriott
Vice-President, Local 4242

Clerk

Dated: July 9, 2024

Dated: July 9, 2024

SCHEDULE A

SPECIAL EDUCATION ASSISTANTS

2024-2025 SALARY SCHEDULE

2024-2025 School Year		
Step	ESPs HQ	ISPs/BSPs HQ
1	\$22.00	\$25.19
2	\$22.28	\$25.47
3	\$22.53	\$25.71
4	\$22.85	\$26.04
5	\$23.68	\$26.87
6	\$24.17	\$27.36
7	\$24.67	\$27.86
8	\$25.17	\$28.36
9	\$26.22	\$29.41
10	\$26.72	\$29.91
11	\$27.22	\$30.41
12	\$27.72	\$30.90
13	\$28.26	\$31.45

SCHEDULE B

SPECIAL EDUCATION ASSISTANTS

2025-2026 SALARY SCHEDULE

2025-2026 School Year		
Step	ESPs HQ	ISPs/BSPs HQ
1	\$22.55	\$25.82
2	\$22.84	\$26.10
3	\$23.09	\$26.35
4	\$23.43	\$26.69
5	\$24.27	\$27.54
6	\$24.78	\$28.04
7	\$25.29	\$28.55
8	\$25.80	\$29.06
9	\$26.88	\$30.14
10	\$27.39	\$30.65
11	\$27.90	\$31.17
12	\$28.41	\$31.68
13	\$28.97	\$32.23

GRIEVANCE REPORT FORM
INTERMEDIATE SCHOOL DISTRICT 917

Name_____

Building_____

Date Grievance Occurred_____

Statement of Facts:

Specific Provisions of Agreement Allegedly Violated:

Particular Relief Sought:

Date: _____

Signature of Grievant

**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

Date: July 9, 2024

**MEMORANDUM OF UNDERSTANDING:
ATTRACT AND RETAIN STAFF**

Intermediate School District 917 and Education Support Professionals (Local 4242) agree to a Labor-Management Committee (LMC) regarding planning and creating recommendations for attracting and retaining Education Support Professionals (ESPs).

The purpose of this MOU is to clearly communicate program expectations for all participants. The committee's review will include, but is not limited to:

1. Researching opportunities to attract new employees.
2. Review and make recommendations to modify recognition opportunities for employees.
3. Review and, if necessary, make recommendations to modify recruitment incentives for bringing in new employees.
4. Review and make recommendations to modify district procedures to ensure success in job opportunities.
5. Provide opportunities for staff to participate in recruiting strategies, especially members from diverse backgrounds.

The committee will offer recommendations to the district administration team for implementation.

The LMC shall include:

1. Appointed by Local 4242: Three (3) representatives appointed by Local 4242.
2. Appointed by ISD 917: Up to three (3) district employees.

The committee will meet quarterly each year with the dates of these meetings set at the beginning of the school year. The meetings will take place outside of student-contact hours; however, may take place during the ESP's duty day. Any additional compensation for ESP participants for this committee will be addressed through Local 4242. Additional meetings can be held at the committee's agreement. The time limit for each of these meetings will be 1.5 hours and the meeting will take place at the District Office in Dakota County Technical College unless the committee decides to change locations and times.

The work of the LMC will conclude by May 30, 2026, unless through negotiations this committee's work is extended.

Local 4242 President

School Board Chair

Local 4242 Vice President

School Board Clerk

Date: July 9, 2024

**Memorandum of Understanding:
PELSB Short-Call Substitute Pilot Program and Other Short-Call Substitute Teaching**

WHEREAS, the Minnesota Legislature passed a law allowing experienced ESPs to become licensed as short-call substitute teachers on a pilot basis, and

WHEREAS, District 917 Education Support Professionals Local 4242 is the exclusive representative for the Intermediate 917 District's ESPs.

WHEREAS, the District and the Unions have negotiated terms and conditions of employment for the covered employees which are contained in the Collective Bargaining Agreement (CBA); and

WHEREAS, the District and Unions wish to provide for the terms and conditions of employment for those accepting short-call substitute assignments.

NOW, THEREFORE, IT IS HEREBY AGREED by the District and the Unions as follows:

1. Any ESPs who are appropriately licensed and agree to be assigned short-call substitute work may do so while also retaining all rights, seniority, and benefits that they have accrued or possess in the bargaining unit. Dues for members will continue to be withdrawn during any period of casual substitute teaching work.
2. The District cannot and will not require any individual ESP to apply for a short-call substitute license or retaliate against an employee who is unwilling to apply.
 - a) ESPs who apply for and obtain a short-call substitute license through the Professional Educators' Licensing and Standards Board (PELSB) can be reimbursed for the initial cost of the license by submitting a check request to the finance department per district process with proof of their personal payment for the cost of the initial short-call substitute license and with proof of approval of the short-call substitute license by PELSB. The check request must be submitted by the ESP to the finance department within 60 days of the license being issued.
3. Time spent as a short-call substitute teacher will count towards any and all accrual of benefits as an ESP, including but not limited to leave, seniority and pay.
4. In the event that an ESP agrees to substitute, and the District finds another substitute after the assignment has begun, the District may return the ESP to their original position. The employee will receive the greater of their regular rate of pay or their sub rate for the entire day.
5. ESPs working as short-call substitutes under the pilot program or by virtue of holding another substitute teaching license will be compensated the higher of \$31/hour or \$4/hour over their daily rate of pay.
6. On days when the ESP is assigned as a short-call substitute teacher, the ESPs who are then required to cover for the subbing ESP will be compensated an additional \$4 per hour unless the District fills that position with a substitute ESP or that position does not need to be filled for that day.

7. No ESP licensed under the pilot project will be assigned to this work until they have received the required substitute teacher training. Such training will be compensated at the substitute teaching rate provided above.
8. All efforts will be put forth to have short call substitute teachers to be subbing in their own site. If the individual is required to be a short call sub in another site, then they would be compensated by:
 - a) The additional \$25 stipend for changing sites.
 - b) Mileage from and returning from the original site.
9. This MOA will be reviewed after the first year of the contract term. It can be modified or discontinued by mutual agreement of both parties.

Local 4242 President

School Board Chair

Local 4242 Vice President

School Board Clerk

Date: July 9, 2024

AGREEMENT

between

INTERMEDIATE SCHOOL DISTRICT NO. 917

and

DISTRICT 917

~~SPECIAL EDUCATION PROGRAM ASSISTANTS~~ EDUCATION SUPPORT PROFESSIONALS'
FEDERATION

LOCAL #~~4242 AFT~~ 4242 AFT, NEA, EDUCATION MINNESOTA, AFLCIO

Effective July 1, ~~2022~~ 2024, through June 30, ~~2024~~ 2026

Board Approved ~~August 2, 2022~~

Table of Contents

ARTICLE I	3
PURPOSE	3
ARTICLE II	4
RECOGNITION OF EXCLUSIVE REPRESENTATIVE	4
ARTICLE III	5
DEFINITIONS	5
ARTICLE IV	6
EMPLOYEE RIGHTS	6
SCHOOL DISTRICT RESPONSIBILITIES	8
ARTICLE VI	8
HOURS OF SERVICE LENGTH OF SCHOOL YEAR	8
ARTICLE VII	10
BASIC SALARIES	10
ARTICLE VIII	13
GROUP INSURANCE	13
ARTICLE IX	17
LEAVES OF ABSENCE	17
ARTICLE X	25
PROBATIONARY PERIOD	25
ARTICLE XI	25
EMPLOYEE SUPERVISION	25
ARTICLE XII	27
SENIORITY	27
ARTICLE XIII	28
OTHER BENEFITS	28
ARTICLE XIV	29
GRIEVANCE PROCEDURE	29
ARTICLE XV	31
TRANSFERS, VACANCIES, AND JOB POSTING	31
ARTICLE XVI	33
SEVERANCE/EARLY RETIREMENT	33
ARTICLE XVII	34
403(b) MATCHING CONTRIBUTION PLAN	34
ARTICLE XVIII	35
DURATION	35
2024-2025 SALARY SCHEDULE	37
2025-2026 SALARY SCHEDULE	39
GRIEVANCE REPORT FORM	41
ARTICLE I	3

PURPOSE	3
ARTICLE II	3
RECOGNITION OF EXCLUSIVE REPRESENTATIVE	3
ARTICLE III	4
DEFINITIONS	4
ARTICLE IV	5
EMPLOYEE RIGHTS	5
SCHOOL DISTRICT RESPONSIBILITIES	6
ARTICLE VI	7
HOURS OF SERVICE LENGTH OF SCHOOL YEAR	7
ARTICLE VII	9
BASIC SALARIES	9
ARTICLE VIII	11
GROUP INSURANCE	11
ARTICLE IX	15
LEAVES OF ABSENCE	15
ARTICLE X	22
PROBATIONARY PERIOD	22
ARTICLE XI	22
EMPLOYEE SUPERVISION	22
ARTICLE XII	24
SENIORITY	24
ARTICLE XIII	25
OTHER BENEFITS	25
ARTICLE XIV	25
GRIEVANCE PROCEDURE	25
ARTICLE XV	28
TRANSFERS, VACANCIES AND JOB POSTING	28
ARTICLE XVI	30
SEVERANCE/EARLY RETIREMENT	30
ARTICLE XVII	31
403(b) MATCHING CONTRIBUTION PLAN	31
ARTICLE XVIII	31
DURATION	31
2022-2023 SALARY SCHEDULE	33
2023-2024 SALARY SCHEDULE	34
GRIEVANCE REPORT FORM	35

Formatted: Default Paragraph Font, Font: Not Bold, Check spelling and grammar, Not Small caps

Formatted: Default Paragraph Font, Font: Not Bold, Check spelling and grammar

Formatted: Default Paragraph Font, Font: Not Bold, Check spelling and grammar

Formatted ...

Formatted ...

Formatted ...

Formatted ...

Formatted ...

Formatted ...

Formatted ...

Formatted ...

Formatted ...

Formatted ...

Formatted ...

Formatted ...

Formatted ...

Formatted ...

Formatted ...

Formatted ...

Formatted ...

Formatted ...

Formatted ...

Formatted ...

Formatted ...

Formatted ...

Formatted ...

Formatted ...

Formatted ...

Formatted ...

Formatted ...

Formatted ...

Formatted ...

Formatted ...

Formatted ...

ARTICLE I PURPOSE

Section 1. Parties: This Agreement is entered into between the School Board of Intermediate School District No. 917, Rosemount, Minnesota, (hereinafter referred to as the School Board or School District) and the District No. 917 ~~Special Education Program Assistants~~Education Support Professionals' Federation, Local 4242 AFT, NEA, Education Minnesota, AFLCIO, (hereinafter referred to as the Union) pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, (hereinafter referred to as the PELRA) to provide the terms and conditions of employment for employees represented by the District 917 ~~Special Education Program Assistants~~Education Support Professionals' Federation (hereinafter referred to as employees) during the duration of this Agreement.

ARTICLE II RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: In accordance with the PELRA, the School District recognizes the District #917 ~~Special Education Program Assistants~~Education Support Professionals' Federation Local #4242 AFT, NEA, Education Minnesota, AFLCIO as the exclusive representative of special education assistants employed by the School District, which exclusive representative shall have those rights and duties as prescribed by the PELRA and as described in the provisions of this Agreement.

Section 2. Appropriate Unit: The union shall represent all the special education assistants of the district as defined in this Agreement and in the PELRA.

Section 3. Exclusive Representative Leave Time:

Subd. 1. When negotiating sessions are scheduled between the exclusive representative and the school district or with a state mediator, or arbitrator, during school hours, two (2) members of the union's negotiation team will be released from their regular responsibilities for this purpose without any loss of pay. An additional three (3) union negotiation team members will be released from duty without loss of pay with reimbursement to the district by Local #4242 for the total amount of the cost of substitutes (including FICA) for the additional team members. Union negotiation team members up to five (5) may be approved by the Superintendent to be released from duty without loss of pay with reimbursement to the district by local #4242 for the total cost of substitutes (including FICA) for the additional union team members.

Subd. 2. When an employee involved in an investigation is being interviewed as a witness, warned, reprimanded or disciplined for any infraction of rules or failure to make adequate progress on a performance improvement plan, leave for the union representation will be on an as needed basis at the expense of the school district for one member as union representative. No representation shall be allowed for normal counseling or performance evaluation situations.

Subd. 3. During all new hire orientation training, which involve potential members hired under the Local 4242 contract, the District will allow one (1) hour of time for Local 4242 to conduct business with these potential members. The one (1) hour of time, the location, and a list of new hires will be provided to the Local 4242 president one (1) week prior to the date on which the orientation will be held. If the meeting is held on a non-workday, upon scheduling the meeting, the District will communicate the information to the Local 4242 president. The District will allow one current member of Local 4242 to use union leave time to attend these meetings, if they are to be held during the regular workday.

Subd. 4. At the beginning of each school year, Local #4242 shall be credited with 50 hours to be used at the discretion of the Local for the purpose of conducting its duties as exclusive representative. Local #4242 has the option of purchasing additional hours at the regular hourly rate (including FICA) for a substitute employee. In all cases, Local #4242 shall have the responsibility to arrange for a substitute employee following district procedures for reporting an absence and the need for a substitute employee. It is agreed that if, for whatever reason, a substitute is not available on the day for which exclusive bargaining leave is requested, Local #4242 will reimburse the district for all costs related to the absence.

Subd. 5. The School District shall, upon written request by the union, afford reasonable time off without pay to elected officers or appointed representatives of the union for the purposes of conducting the duties of the union. The three (3) days' notice may be waived by the Superintendent.

Subd. 6. In all cases, exclusive bargaining leave described in Subd. 4 must be approved by the superintendent at least three (3) days in advance of the proposed day of absence. The superintendent's decision will be based upon the availability of a substitute and the needs of the district.

ARTICLE III DEFINITIONS

Section 1. ~~Special Education Assistants~~ Education Support Professionals: ~~Special education assistants~~ Education Support Professionals (ESPs) shall mean all employees employed by the School District and assigned responsibilities of special education assistant, but excluding the following: superintendent, business manager, directors, and coordinators, who devote more than fifty percent (50%) of their time to administrative or supervisory duties, confidential employees, supervisory employees, nurses, essential employees, ~~parttime~~ part-time employees whose services do not exceed the lesser of fourteen (14) hours per week or thirty five percent (35%) of the normal work week in the employee's bargaining unit, employees who hold positions of a temporary or seasonal character for a period not in excess of 67 working days in any calendar year, and emergency employees.

Section 2. ~~Assistant Education Support Professionals~~ Assignment Descriptions:

Subd. 1. ~~Program Assistant (PA)~~ Education Support Professionals (ESPs): Under the direction of licensed staff, ~~a Paan~~ ESP supports the daily functions of the assigned program, classroom, and work site. The assignment may be a classroom or classrooms or other program support function. The assignment may also include individual student assignments.

Formatted: No underline

Subd. 2. ~~Classroom Assistant (CA):~~ ~~A CA is assigned to a specific classroom and need is determined by rule or placement recommended staff to student ratio. Under the direction of licensed staff, a CA supports the various needs of students in a classroom as assigned throughout the day. The assignment may also include individual student assignments.~~

Subd. 3. ~~Intervener Assistant (IA)~~ Support Professional (ISPs): An ~~IA-ISP~~ is assigned to a specific classroom and a specific student, who is DeafBlind. Under the direction of licensed staff and based on training as an intervener, an ~~IA-ISP~~ provides specialized communication support and paraprofessional assistance to DeafBlind students in a variety of educational settings. ISPs may perform the duties of ESPs but require specialized training to work with students who are DeafBlind. While the assignment and needs will be determined by student need, on occasion the assignment may be a classroom or classrooms or other program support function. The assignment may also include individual student assignments.

Formatted: Underline

Formatted: Underline

Subd. 3. Behavior Support Professionals (BSPs): Under the direction of board-certified behavior analysts, a BSP supports the daily functions of the assigned program and work site. BSPs may perform the duties of ESPs but require certification as a Registered Behavior Technician. While the assignment and needs will be determined by student need, on occasion the assignment may be a classroom or classrooms or other program support function. The assignment may also include individual student assignments.

Section 3. Terms and Conditions of Employment: The term "terms and conditions of employment" means the hours of employment, the compensation therefor, including fringe benefits, except retirement contributions or benefits, and the employer's personnel policies affecting the working conditions of the employees, subject to the provisions of M.S. 179A.07 regarding the rights of public employers and the scope of negotiations.

Section 4. Other Terms: Terms not defined in this Agreement shall have those meanings as defined by the PELRA.

ARTICLE IV EMPLOYEE RIGHTS

Section 1. Right to Views: Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any employee or ~~his/her/their~~ representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, as long as the same is not designed to and does not interfere with the full, faithful and proper performance of the duties of employment or circumvent the rights of the exclusive representative.

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

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

Section 4. Use of School Buildings, Facilities, Equipment, E-mail and InterSchool Mail: The union shall have the right to usage of such School District buildings, equipment, facilities, e-mail and interschool mail as is permitted pursuant to School District policy, and under such conditions as set forth in School District policy.

Section 5. Disciplinary Meetings: The district will provide the employee notice prior to the meeting that it may or will lead to disciplinary action. All meetings will be scheduled during the employee's normal workday. Should ~~it be necessary for~~ a meeting to be scheduled outside ~~a-of the~~ normal workday for the employee or the employee's union representative, the district will make every attempt to move the meeting to the next scheduled workday for both the employee and the union representative or a different, available union representative may attend. ~~a minimum of a 24-hour notice will be given and compensation for attendance at the meeting will be at the expense of the school district. An employee and/or their union representative may attend meetings outside their normal workday, however There there~~ shall be no retribution for an employee's inability to attend a meeting scheduled outside the normal workday ~~without a 24-hour notice.~~

Section 6. Right to Dues Check Off: The union has the right under PELRA to request dues deductions be withheld for each eligible employee working during a given school year. Such requests shall be in writing on a form provided by the Union and delivered to the payroll office no later than ten (10) days prior to each payroll deduction date. The first payroll deduction of the school year will occur on September 15 and the last on June 15. Pursuant to such authorization, the School District shall deduct the amount requested by the union from each regular semi-monthly check. ~~Request by the employee to cease dues deductions submitted in writing to the School District office shall be honored and dues deductions ceased as of such written notice. The school district will notify the Union within three (3) days of receipt of such request.~~

Section 7. Personnel Files:

Subd. 1. All evaluations and files generated with the School District relating to each employee shall be available upon written request. The employee shall have the right to request any contents of their own personnel file and to submit for inclusion the employee's response to any material contained within. Upon written request of contents from an employee's file, by the employee, the District will email a scan of the requested item(s) to the employee. At the employee's request, the District will supply the employee with a printed copy the requested item(s), which the employee can pick up at the District office during business hours. An employee may grieve a written document placed in the employee's file by the School District on the grounds that the material is false or substantially inaccurate. If it is found that the written document is false, or substantially inaccurate, such false or inaccurate statements shall be deleted from the employee's file.

Subd. 2. A written evaluation must be reviewed with the employee prior to placement in the employee's personnel file. The employee may include a written response to the evaluation which will also be placed in the employee's personnel file.

Subd. 3. Employees shall be evaluated according to School Board policy. The use and function of the evaluation form will be thoroughly explained to the employees and the supervisors.

Subd. 4. Formal observations shall be conducted openly with full knowledge of the employee. Formal observations, conferences and evaluations shall be conducted by supervisors. Formal evaluations shall be written on the district approved evaluation forms. Non-probationary employees shall receive a performance appraisal at a minimum of once per academic year and it will be reviewed with the employee prior to April 1.

Subd. 5. Additionally, the School District may include the School District's documentation of employee conduct that may be contrary to School District policies, rules or directions. Such conduct could be positive or negative. The School District maintains its right to comply with its obligations under all laws, rules or regulations pertaining to employee conduct and requirements.

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

Subd. 1. Meet and Confer meetings will be held with reasonable notice at the request of Local 4242 or District and at least once during each school year.

Subd. 2. One meeting each year may include the review of the Calendar Development Committee's recommended calendar prior to presentation to the School Board and Assistants' potential dates for in-service or training days.

Subd. 3. The District will provide the facility and set date and time for meeting after conferring with the Local 4242.

ARTICLE V SCHOOL DISTRICT RESPONSIBILITIES

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

Section 2. Effect of Law, Rules, and Regulations: The union recognizes that all employees covered by this Agreement shall perform the non-teaching services prescribed by the School District and shall be governed by the laws of the State of Minnesota, and by School Board rules, policy, regulations, directives, and orders issued by properly designated officials of the School District. The union also recognizes the right, obligation, and duty of the School Board and its duly designated officials to promulgate rules, policy, regulations, directives, and orders from time to time as deemed necessary by the School Board insofar as such rules, policy, regulations, directives, and orders are not inconsistent with the terms of this Agreement and recognizes that the School Board, all employees covered by this Agreement, and all provisions of this agreement are subject to the laws of the State of Minnesota, Federal laws, rules and regulations and orders of the State and Federal governmental agencies. Any provisions of this Agreement found to be in violation of any such laws, rules, regulations, directives, or orders shall be null and void and without force and effect.

Section 3. Inherent Managerial Rights: The parties recognize that the School District is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel, and that all management rights and management functions not expressly delegated in this Agreement are reserved to the School District.

Section 4. New Employee Placement: Initial placement on the salary schedule as recommended by the administration shall be disclosed in writing to the employee at the time of initial employment, along with a copy of the current master agreement.

ARTICLE VI HOURS OF SERVICE LENGTH OF SCHOOL YEAR

Section 1. Basic Day: The basic day, exclusive of lunch, for a fulltime employee, shall be six (6) to eight (8) hours per day as annually determined by the School District prior to July 1. However, the School District may employ such part-time employees as it deems appropriate. The hours indicated in the July 1 document shall not be changed during the contract year except as mutually agreed between the employee and the district. The notice of assignment document will be available on the district website and shall be emailed to each employee via District email.

For employees employed after July 1, the "Employee Status Change Form" shall specify the number of hours per day that the employee is scheduled to work. No changes in this hourly work schedule shall be made without mutual agreement even when the work location or specific assignment change involves a change in hours. In the event that an employee is transferred to a position that requires fewer hours per day or week than the previous position, an additional assignment will be determined so that the employee is not reduced in hours for the remainder of the school year.

Subd. 1. Employees working six (6) or more hours per day shall receive a fifteen (15) minute break in the morning and a fifteen (15) minute break in the afternoon, or one 30-minute break at a time determined by the supervisor, with the morning break beginning no sooner than one and a half hours (1.5) after the start of the student contact day. Employees working at least four (4) hours, but less than six (6) hours shall receive one 15-minute break, at a time determined by the supervisor with no break beginning sooner than one and a half hours (1.5) after the start of the student contact day.

In typical circumstances, the employee has the right to refuse the loss of a break. In extreme circumstances as assigned by their administrator, related to safety, the employee may be required to forego a break. The employee will be compensated for each fifteen (15) minute break at a rate of \$10.00 per fifteen (15) minutes.

Section 2. Duty Year: For the 2024-2025 school year, The duty year for full-time employees under this Agreement shall be as annually determined by the School District prior to July 1 and will be the number of student days plus three (3) additional days as described in Subd. 1, below. For the 2025-2026 school year, the duty year for full-time employees under this Agreement shall be 178 days. The School District may employ such part-time employees as it deems appropriate.

Subd. 1. Professional Development Days: Three-At least three (3) days will be scheduled in whole or in part by administration to provide any number of preparation, training, or team meeting opportunities. Both Union and School District designees will have input into the content of the training for the day scheduled in the school year calendar. For professional development days, the following will apply:

1. Additional professional development/class prep time will be provided for the Education Support Professionals. The focus of this professional development/class prep time will be decided after consultation with the Education Support Professionals at that site. An agenda of these additional days will be sent to employees at least a week in advance.
2. If no professional development is planned on a non-student contact workday, these educational support professionals will be used in daily transfers to cover positions at other sites that are short-staffed.

Section 3. Modifications in Calendar, Length of School Day:

Subd. 1. In the event of energy shortage, severe weather, or other exigency, the School District reserves the right to modify the duty year, and, if school is closed on a normal duty day(s), the employee shall perform duties on such other day(s) in lieu thereof as the School District or its designated representative shall determine, if any.

Subd. 2. In the event of energy shortage, severe weather, or other exigency, the School District further reserves the right to modify the length of the school day, as the School District shall determine, but with the understanding that the total number of hours shall not be increased, i.e., a four (4) day week with increased hours per day but the total weekly hours not more than the regular five (5) day week.

Subd. 3. Prior to modifying the scheduled length of the school day pursuant to Subd. 2 hereof or scheduling more than two (2) makeup days pursuant to Subd. 1 hereof, the School District shall afford to the federation the opportunity to meet and confer on such matters.

Subd. 4. School closings and the payroll implications of such closings shall be determined by the provisions of District Policy 820 "Provisions for the Closing of Schools Due to Inclement Weather or Other Exigency."

Formatted: Underline

Formatted: Font: 11 pt, Font color: Black

Formatted: Font: 11 pt, Font color: Black

Formatted: Font: 11 pt, Font color: Black

Formatted: Font: 11 pt, Font color: Black

Formatted: List Paragraph, Indent: Left: 0.75", Outline numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Tab after: 0.5" + Indent at: 0.5", Tab stops: 1.19", List tab + Not at 0.5"

Formatted: Font: 11 pt, Font color: Black

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

Section 5. ~~Employees sent home due to student attendance:~~

~~Program Assistant (PA): A PA's anticipated hours of work are assigned by July 1st prior to the following school year or at time of hire. Daily student attendance in the PA's assigned classroom or area may affect the area a PA will be expected to work their assigned hours. A PA will not be sent home due to daily attendance of students. A PA would only work a reduced number of hours on a given day if they volunteer to do so.~~

~~Classroom Assistant: Daily attendance of students in a CA's assigned classroom may result in a decrease of the expected amount of hours a CA is assigned each day. CAs will not be sent home before three hours of an unexpected student absence. An administrator or designee may make available to a CA a reassignment for the remainder of the day in an area of need throughout the district. When expected absences of students from the CA's assigned classroom is substantiated, the CA may notify a District designee of their availability to be a substitute.~~

~~Intervenor Assistant: Daily attendance of students in an IA's assigned classroom may result in a decrease of the expected amount of hours an IA is assigned each day. IAs will not be sent home before three hours of an unexpected student absence. An administrator or designee may make available to an IA a reassignment for the remainder of the day in an area of need throughout the district. When expected absences of students from the IA's assigned classroom is substantiated, the IA may notify a District designee of their availability to be a substitute.~~

**ARTICLE VII
BASIC SALARIES**

Section 1. Basic Salaries: Employees shall be compensated during the two (2) years of this agreement as provided herein.

Subd. 1. Effective July 1, ~~2022~~2024, all employees will advance one step on Salary Schedule A over their placement as of June 30, ~~2022~~2024.

Subd. 2. Effective July 1, ~~2023~~2025, all employees will advance one step on Salary Schedule B over their placement as of June 30, ~~2023~~2025.

Subd. 3. In the event a successor agreement is not entered into prior to July 1, ~~2024~~2026, an employee shall remain at the same step as compensated during the ~~2023~~2025-~~2024~~2026 contract year until a successor agreement is reached, which agreement shall govern step advancement, if any. However, the School District reserves the right to withhold step advancement or other salary increase in individual cases for just cause, subject to the grievance procedure.

Subd. 4. Longevity: Effective July 1, ~~2022~~2024, employees shall receive a longevity salary increase beyond the rates delineated in Schedules A as follows:

Continuous Years of Service	Hourly Salary Increase
<u>In Years 6-9</u>	<u>\$0.30</u>
In Years 10-14	\$1.00
In Years 15-19	\$2.00
In Years 20-24	\$4.00
In years 25 and beyond	\$7.00

Effective July 1, ~~2023~~2025, employees shall receive a longevity salary increase beyond the rates delineated in Schedule B as follows:

Continuous Years of Service	Hourly Salary Increase
<u>In Years 6-9</u>	<u>\$0.30</u>
In Years 10-14	\$1.00
In Years 15-19	\$2.00
In Years 20-24	\$4.00
In years 25 and beyond	\$7.00

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

Section 2. New Employees and Step Advancement: A new employee shall be placed on the salary schedule as agreed between the employer and the employee and shall be eligible for step advancement on the following July 1, if they work any days prior to the last day of the regular school calendar in their employment agreement.

Section 3. Absence of Regularly Assigned Teacher: In the event the regularly assigned classroom teacher is not present in their regular assigned classroom for one and one-half (1.5) or more consecutive clock hours the most senior ~~program assistant~~Education Support Professional normally assigned and working with the absent teacher shall receive ~~his/her~~their current rate of pay plus an additional \$3.00 per hour ~~for student contact hours~~. When the teacher's absence is for one and a half or more hours, all consecutive hours will qualify for the additional \$3.00 dollar per hour.

Subd. 1. In the absence of both the teacher and ~~regularly assigned program assistant~~most senior Education Support Professional, all ~~program and classroom assistants~~Education Support Professionals normally assigned in this classroom will alternate the days or hours equally for submitting absence of classroom teacher pay. The ~~assistants~~ESPs alternating pay will keep track of their extra duty assignment pay.

Subd. 2. On a community outing/field trip when the regular ISD 917 classroom teacher or a hired ISD 917 substitute teacher is not in attendance for two and one-half (1.5) consecutive hours or more, one School District designated employee shall receive ~~his/her~~their current rate of pay plus an additional \$4.00 per hour for student contact hours.

Subd. 3. The \$4.00 per hour increase does not refer to or include the time employees are out of the classroom or in the community in a job coaching assignment or job training assignment (ex: Cub foods/bagging groceries, school office sorting mail, attending a workshop through a future employer).

Section 4. Extracurricular Pay:

Subd. 1. Definition: For purposes of this Section, an extracurricular assignment is a work assignment outside of the regularly scheduled workday that is assigned in writing by the employee's assistant director or the director.

Subd. 2. Applicability: Extracurricular work assignments under this section may be for a variety of purposes, but do not include summer school, staff development activities or extended work year. The exception would be enrichment activities that entail overnights.

Subd. 3. Rate of Pay: Extracurricular work assignments shall be at the employee's normal hourly rate of pay for any hours worked except when the accumulated weekly work hours including regularly assigned work hours plus the extracurricular work hours exceed forty (40) hours per week. If the accumulated weekly work hours exceed forty (40), any time worked beyond forty (40) hours per week shall be paid at the rate of 1-1/2 times the normal rate of pay, in accordance with current district overtime procedures for non-exempt employees.

Subd. 4. Volunteer Participation: In the event an employee who is not assigned to work at an extracurricular event attends the extracurricular event and chooses to participate as a volunteer, such participation must be limited to activities that are not the same as or closely related to the employee's normal work activities. For example: selling tickets, food or other items would not be closely related to the work assignment of an employee who assists teachers in the classroom. However, supervising students, officiating at a sports event involving students, or driving district vehicles to transport students or district equipment would be closely related and would not be permitted activities for these employee volunteers.

Section 5: Train the Trainer Pay: An employee who agrees to attend training, for the purpose of meeting the requirements to be qualified to be a trainer of employees, on a regular duty day or on a non-duty day or days shall be paid at their hourly rate of pay for the time spent in the training sessions. If the location of the training sessions requires travel, expense reimbursement is regulated by Board Policy 412. All such training agreements must be approved in writing by the program administrator and the Executive Director of Student Services.

Formatted: No underline

Section 6: Trainer Pay: On non-duty days, when an employee is not regularly scheduled to work, ~~a~~An employee who agrees to conduct training for other staff members shall be compensated at their hourly rate of pay, plus an additional \$10.00 per hour. On a scheduled workday during the school year, when the employee would otherwise be working in their assigned position, an employee who agrees to conduct training shall be compensated at their hourly, plus the additional \$10.00 per hour, which shall both be in addition to the employee's contracted pay. All such training assignments must be made in writing by the appropriate director, assistant director, principal, or by the superintendent. The employee will be compensated at the hourly rate of the employee's contract for preparation for the initial training only. For each training presented, an employee may be compensated up to one (1) hour of prep time for each one (1) hour of the length of the training session per fiscal year. The employee must provide documentation for time spent in preparation outside of the employee's duty day. For each hour of training, one hour of preparation shall also be compensated at the employee's hourly rate. (Example: conducting a three-hour training session will be compensated at six hours.) Subsequent training of the same content within three (3) months shall be compensated for the actual

~~hours of training with no additional time allowed for preparation. All such training agreements must be approved in writing by the program administrator and the Executive Director of Student Services.~~

Section 7. Extra Duty Pay:

Subd 1. In the absence of a licensed school nurse at a site where the LSN is assigned full time in which a designated paraprofessional fills in for the licensed school nurse and performs duties outside of their regular assignment, the designated paraprofessional shall receive their current rate of pay plus an additional \$3 per hour ~~for student contact hours.~~

Formatted: Underline

Subd 2. Supine Training: The District will seek interested paraprofessionals to undergo supine training. The District will reserve the right to assign individuals to be supine trained to meet the needs of students."

Formatted: Underline

A paraprofessional that is certified as a Practitioner 2(S) will receive a stipend of \$250 annually following certification or recertification. They may receive this stipend once per school year.

Section 8. Intervener National Certification Stipend: An employee who completes National Certification as an intervener support professional (ISP) will receive a onetime stipend of \$1500 upon submission of verification to human resources.

Section 9. Registered Behavior Technician with the Behavior Analysts Certification Board Stipend: ~~An employee who completes Registered Behavior Technician with the Behavior Analysts Certification Board as a behavior support professional (BSP) will receive a one-time stipend of \$1500 upon submission of verification to human resources.~~

Formatted: Font: (Default) Arial, 11 pt

Formatted: Font: (Default) Arial, 11 pt, Underline

Formatted: Underline

Formatted: Font: (Default) Arial, 11 pt

Section 10. Mentor Stipend: ~~By an employee's orientation date, each first-year employee will be assigned by the School District a non-probationary Education Support Professional who will serve as a mentor. If no non-probationary ESP is available to serve as a mentor, a probationary employee may be assigned.~~

Formatted: Font: 11 pt

Formatted: Justified

Formatted: Font: 11 pt, Underline

Formatted: Font: 11 pt, Underline

Formatted: Font: 11 pt

Formatted: Justified, No bullets or numbering

Formatted: Font: 11 pt

Formatted: Font: 11 pt

Formatted: Underline

Formatted: Font: 11 pt

Formatted: Indent: Left: 0.5", No bullets or numbering

Formatted: Indent: Left: 0", First line: 0"

Formatted: Underline

Formatted: Font: 11 pt

Formatted: Justified, Indent: Left: 0.5"

Formatted: Font: 11 pt

Formatted: Font: 11 pt

ARTICLE VIII GROUP INSURANCE

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

Section 2. Health and Hospitalization Insurance:

Subd. 1. Individual Coverage: Effective July 1, ~~2022~~2024, the School District shall contribute a sum not to exceed ~~\$824~~\$857 per month for each eligible employee employed by the School District who qualifies for and is enrolled in the School District group health and hospitalization

plan. Effective January 1, ~~2023~~2025, the School District shall contribute a sum not to exceed ~~\$840-857~~ per month for each eligible employee employed by the School District who qualifies for and is enrolled in the School District group health and hospitalization plan. Effective January 1, ~~2024~~2026, the School District shall contribute a sum not to exceed \$857 per month for each eligible employee employed by the School District who qualifies for and is enrolled in the School District group health and hospitalization plan. The cost of the premium not contributed by the School District shall be borne by the employee and paid by payroll deduction. This subdivision shall not apply to those eligible employees who select coverage under the high deductible health plan described in Subdivision 3.

Subd. 2. Dependent Coverage: Effective July 1, ~~2022~~2024, the School District shall contribute a sum not to exceed ~~\$1581-1646~~ per month for dependent coverage for each eligible employee employed by the School District who qualifies for and is enrolled in the School District group health and hospitalization plan and who qualifies for dependent coverage. Effective January 1, ~~2023~~2025, the School District shall contribute a sum not to exceed ~~\$1613-1646~~ per month for dependent coverage for each eligible employee employed by the School District who qualifies for and is enrolled in the School District group health and hospitalization plan and who qualifies for dependent coverage. Effective January 1, ~~2024~~2026, the School District shall contribute a sum not to exceed \$1646 per month for dependent coverage for each eligible employee employed by the School District who qualifies for and is enrolled in the School District group health and hospitalization plan and who qualifies for dependent coverage. The cost of the premium not contributed by the School District shall be borne by the employee and paid by payroll deduction. In the event that the School District's contribution for family coverage is discriminatory or illegal, the union will hold the School District harmless and indemnify the School District from any and all action, suits, claims, damages, judgments and other forms of liability which any person may have or claim to have arising out of or by reason of the School District's contribution toward family coverage. This subdivision shall not apply to those eligible employees who select coverage under the high deductible health plan described in Subdivision 4.

Subd. 3. Individual High Deductible ~~Medical~~ Coverage:

Eligible employees shall have the option of enrolling in a high deductible coverage option of the school district's health and hospitalization plan. The high deductible coverage shall be a qualified high deductible health plan within the meaning of Section 223 of the Internal Revenue Code of 1986, as amended from time to time. Each eligible employee enrolled in the high deductible coverage shall be eligible for a contribution to a health savings account ("HSA") of such employee in accordance with the Intermediate School District No. 917 Flex Choice Plan (the "Flex Choice Plan. Effective July 1, ~~2022~~2024, the total monthly contribution by the School District shall not exceed ~~\$736~~804. Effective January 1, ~~2023~~2025, the total monthly contribution by the School District shall not exceed ~~\$764~~804. Effective January 1, ~~2024~~2026, the total monthly contribution by the School District shall not exceed \$804.

The school district shall contribute toward the cost of the premium for each eligible employee employed by the school district who qualifies for and is enrolled in individual coverage under the high deductible coverage option of the school district's health and hospitalization plan a monthly amount equal to the total monthly contribution identified in subsection (a) minus the monthly HSA contribution identified in subsection (c) and the monthly HSA administrative fees.

The school district shall contribute an amount equal to one-half of the applicable deductible to the HSA of each eligible employee employed by the school district who qualifies for and is enrolled in individual coverage under the high deductible coverage option of the school

district's health and hospitalization plan. Such contributions shall be made monthly on a pro rata basis. Such employees shall also be eligible, through the Flex Choice Plan, to make pre-tax contributions to the HSA via salary reduction. The school district shall select the vendor of the HSA to which such contributions shall be made. Once deposited in an employee's HSA, such contributions, whether made by the school district or via salary reduction, shall not be subject to restriction by the school district and the employee may access and/or transfer such funds to a different HSA to the fullest extent permitted by law. Such employees also shall be eligible to participate in a Limited Scope Health Care Reimbursement Plan through the Flex Choice Plan, which shall allow reimbursement of medical expenses to the fullest extent permitted by law for an individual receiving contribution to an HSA.

Subd. 4. Family High Deductible ~~Medical~~ Coverage:

(a) Eligible employees shall have the option of enrolling in a high deductible coverage option of the school district's health and hospitalization plan. The high deductible coverage shall be a qualified high deductible health plan within the meaning of Section 223 of the Internal Revenue Code of 1986, as amended from time to time. Each eligible employee enrolled in the high deductible coverage shall be eligible for a contribution to a health savings account ("HSA") of such employee in accordance with the Intermediate School District No. 917 Flex Choice Plan (the "Flex Choice Plan"). Effective July 1, ~~2022~~2024, the total monthly contribution by the school district toward the cost of the premium of the high deductible coverage, the HSA contribution, and the HSA administrative fees attributable to such eligible employee shall not exceed ~~\$1534~~1784. Effective January 1, ~~2023~~2025, the total monthly contribution by the School District shall not exceed ~~\$1684~~1900. Effective January 1, ~~2024~~2026, the total monthly contribution by the School District shall not exceed ~~\$1784~~1975.

(b) The school district shall contribute toward the cost of the premium for each eligible employee employed by the school district who qualifies for and is enrolled in individual coverage under the high deductible coverage option of the school district's health and hospitalization plan a monthly amount equal to the total monthly contribution identified in subsection (a) minus the monthly HSA contribution identified in subsection (c) and the monthly HSA administrative fees.

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

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

Section 3. Dental Insurance:

Subd. 1. Individual Coverage: Effective July 1, ~~2022~~2024, School District shall contribute a sum not to exceed \$75 per month toward the cost of the premium for individual coverage for each eligible employee employed by the School District who qualifies for and is enrolled in the School District's dental insurance plan. Additional cost of the premium, if any, shall be borne by the employee and paid by payroll deduction.

Subd. 2. Dependent Coverage: Effective July 1, ~~2022~~2024, the School District shall contribute a sum not to exceed \$135 per month toward the cost of the premium for dependent coverage for each eligible employee employed by the School District who qualifies for and is enrolled in the School District's dental insurance plan. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.

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

Subd. 1. Benefits begin after ninety (90) calendar days of total disability.

Subd. 2. The monthly income benefit shall be 66 2/3 percent of basic monthly earnings (exclusive of any additional compensation from this district or any other source).

Section 5. Life Insurance: The School District will pay each month 100 percent of the life insurance premium for a \$60,000 term-life insurance policy for each full-time employee with the individual employee effective July 1, ~~2022~~2024.

Section 6. Claims Against the School District: The parties agree that any description of insurance benefits contained in this Article is intended to be informational only and the eligibility of any employee for benefits shall be governed by the terms of the insurance policy purchased by the School District pursuant to this Article. It is further understood that the School District's only obligation is to purchase an insurance policy and pay such amounts as agreed herein and no claims shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

Section 7. Duration of Insurance Contribution: An employee is eligible for contributions as provided in this Article as long as ~~he/she is~~they are a full-time employee of District No. 917. Upon termination of employment, all district contribution shall cease, effective on the last working day, except as specified in Subdivisions 1, 2, and 3 hereof.

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

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

Subd. 3. An employee who resigns on or before the end of the academic school year, where the employee's resignation date is the last student contact day or during the extended school year (ESY) program shall be eligible during July and August for insurance benefits coverage as defined in Article VIII, provided they have met the 1020-hour requirement defined in Section 8., Subd.1 of this article.

Section 8. Eligibility:

Subd. 1. To be eligible for the full benefits of this Article, employees must be a regular full-time employee employed at least 1020 hours per year. Employees employed for less than 1020 hours per year but at least 510 hours per year shall be eligible for the benefits of this Article on a pro rata basis. Employees whose start of work date would preclude compliance with the hour requirement during the remainder of the regular academic year shall, nevertheless, be deemed to meet the hour requirement provided that their work schedule is such that hours of employment would have been attained had the employee begun work at the beginning of the academic year. Short-term or intermittent employees shall not be eligible for the benefits of this Article.

Subd. 2. Employees shall be eligible during the summer months insurance benefits coverage where the employee will continue to pay the employee contribution of the benefits costs while the District will continue to pay the District contribution as defined in Article VIII, if they have met the eligibility listed in Section 8, Subd. 1 of this article.

ARTICLE IX LEAVES OF ABSENCE

Section 1. **Earned Sick and Safe Leave (ESSL) and Sick Leave:**

Subd. 1. All full-time employees ~~in their first and second year of employment working 7.5 hours per day or more shall earn have eleven (11) days of Earned Sick and Safe Leave (ESSL) frontloaded at the beginning of the school year, which may all be used in accordance with Minnesota State Statute 181.9445 through 181.9448 that outlines mandatory Earned Sick & Safe Time for Minnesota employers. at the rate of one day for each month of service in the employment of the School District, which is equivalent to nine (9) days for each school year and beginning with their third year of employment shall earn sick leave at the rate of one and one-ninth (1 1/9) days for each month of service in the employ of the School District, which is equivalent to ten (10) days for each school year. All full-time employees shall be given a credit of nine (9) or ten (10) sick days at the beginning of each school year. While employees can access sick days immediately, since sick leave accrues for each month of service, should the employee leave the district or take a leave of absence, sick leave will be prorated up to the day they leave the district or go on a leave. Additional sick leave hours shall be awarded to employees working extended duty day assignments (exceeding 177-178 days/year), proportional to the number of additional days worked, rounded to the nearest hour. An employee on a medical or parental leave under this article shall retain their number of personal and sick leave days, and other accrued benefits, if any, earned up to the date that the employee went on leave for use during the employee's leave~~

of absence, as noted in sections two (2) and three (3) of this article, and accrual will continue so long as the employee is using paid leave. No additional paid leave days, or other benefits shall accrue for the period of time that the employee is on unpaid leave. For purposes of this Subd. 1, summer school assignments are not considered extended duty day assignments. Employees who take medical or parental leave of absence, under this article, shall not have their Earned Sick and Safe Leave (ESSL) prorated.

Subd. 2. All full-time employees working 6.0 to 7.25 hours per day shall have 80 hours of Earned Sick and Safe Leave (ESSL) frontloaded at the beginning of the school year, which may all be used in accordance with Minnesota State Statute 181.9445 through 181.9448 that outlines mandatory Earned Sick & Safe Time for Minnesota employers. Additional sick leave hours shall be awarded to employees working extended duty day assignments (exceeding 178 days/year), proportional to the number of additional days worked, rounded to the nearest hour. Employees who take medical or parental leave of absence, under this article, shall not have their Earned Sick and Safe Leave (ESSL) prorated.

Subd. 3. Part-time employees will accrue Earned Sick and Safe Leave (ESSL) days on a pro-rata basis based on the employee's total hours worked compared to a full-time employee, which may all be used in accordance with Minnesota State Statute 181.9445 through 181.9448 that outlines mandatory Earned Sick & Safe Time for Minnesota employers. Employees who take medical or parental leave of absence, under this article, shall not have their Earned Sick and Safe Leave (ESSL) prorated.

Subd. 4. For the purposes of consistency of contracts and policies referring to paid time off, such as time off allotted for illness or medical/dental appointments, as "leave" types, time off aligned with Minnesota's Earned Sick and Safe Time statutes shall be referred to as "Earned Sick and Safe Leave" or "ESSL."

Subd. 25. At the end of each school year, unused ESSL will be rolled into a personal sick leave bank to the extent permitted by law. Sick leave days may accumulate without limit.

Subd. 36. After three (3) consecutive days upon the fourth (4th) day of absence due to illness, or when there is probable cause to support the belief that an employee is misrepresenting the use of leave for illness, the District may require an employee to furnish a medical certificate from a qualified physician medical provider indicating the absence was due to illness or disability in order to qualify for sick leave pay. Requests for documentation following the use of ESSL will adhere to state statute. In the event that a medical certificate will be required, the employee will be so advised. The final determination as to the eligibility of an employee for sick leave is reserved to the School Board.

Subd. 47. ESSL and Sick leave allowed shall be deducted from the accrued sick leave days earned by the employee. Should an employee's reason for absence qualify for both sick leave and ESSL, the employee shall have the option to use either leave type by selecting that leave during their entry into the district's absence management system.

Subd. 58. Sick leave pay shall be approved upon request.

Subd. 69. An employee may request use of hours from their current year's sick leave ESSL allocation for up to one (1) day of paid leave to be absent due to an unavoidable emergency situation. Emergency situations include events like transportation issues, unexpected home maintenance, unexpected lack of childcare not covered under ESSL leave/the state statute for ESST. The use of such leave will be granted at the sole discretion of the superintendent or their designee and is not subject to the grievance procedures.

Formatted: No underline

Formatted: Underline

Formatted: No underline

Formatted: Superscript

Formatted: Underline

Formatted: Underline

Formatted: Right: 0.01"

Subd. 710. An employee who is entitled to ESSL/sick leave pay, who is then receiving Worker's Compensation, may not be paid ESSL/sick leave pay in an amount greater than the difference between such Worker's Compensation and ~~his/her~~their basic salary.

~~Subd. 811. Each year it shall be the option of each bargaining unit member to contribute in (1) one hour increments up to (7) seven hours of personal leave to a work-related workers' compensation sick leave bank. On or before June 1 of each year, the business office will electronically notify bargaining unit members to indicate whether or not they wish to contribute to the work-related injury workers' compensation sick leave bank. The leave bank shall be administered by the President or Vice President of the Association and the Superintendent. The work-related injury workers' compensation sick leave bank shall be used for requests from unit members for up to three (3) days of pay if the injury is of such duration that it does not provide for a Minnesota Workers' compensation wage loss benefit. The leave bank shall be administered by the President or Vice President of the Association and the Superintendent. Eligibility decisions are not subject to the grievance procedures. Once the work-related workers' compensation sick leave bank is exhausted, it will no longer be available for use by employees.~~

Formatted: Indent: Left: 0.5", Hanging: 0", Right: 0.03"

~~Subd. 9. Employees who use two or less sick leave days during the regular student school year will receive a \$100 stipend in their June 30 paycheck. An employee must have been employed prior to October 1 to be eligible for this stipend.~~

Section 2. Medical Leave:

Subd. 1. Personal Medical Leave of Absence: An employee who is unable to work because of a personal illness or disability may, upon written request to human resources per procedure outlined on the School District's website, be granted a medical leave of absence. Such leave shall run concurrently, that is at the same time, with Family Medical Leave Act (FMLA) provisions, if the employee is eligible under FMLA as noted in subdivision two (2) of this section. The employee's accrued paid leave must be exhausted before the employee transitions to an unpaid personal medical leave of absence.

Pregnancy Leave: The start of a personal physical disability absence for prenatal care, pregnancy, delivery, and recovery from childbirth shall be determined by the employee's physician. The end of a personal physical disability absence for childbirth shall also be determined by the employee's physician. This must be communicated to the School District in writing. Leaves extending beyond the physician's documentation shall fall under parental leave and may be eligible under the Family Medical Leave Act as noted in subdivision two (2) of this section or may be eligible for continued District contributions to insurance costs as noted in section six (6), subdivision two (2).

Subd. 2. Family Medical Leave of Absence: In accordance with the Family Medical Leave Act (FMLA), eligible employees are entitled to twelve (12) workweeks of unpaid leave within a rolling twelve (12)-month period. Non-contract days, such as non-duty days, shall not count toward the twelve (12) workweeks and accrued paid leave shall not be deducted.

a) FMLA Eligibility: Over the twelve (12) months prior to leave, employees must have been employed with the School District for at least twelve (12) months and worked 1,250 hours within the twelve (12)-month period preceding the leave. Any use of personal leave, sick leave, or unpaid time off (non- duty days) are not counted toward the 1,250-hour benchmark.

b) Pursuant to law, FMLA Leave shall be granted for any of the following reasons:

i. The employee's own serious health condition, as defined by the FMLA.

ii. The employee's need to care for an immediate family member (spouse, child, parent) with a serious health condition, as defined by the FMLA.

iii. The placement (adoption or foster care) or birth of a child up to one year after the child's birth or placement.

c) FMLA Leave will run concurrently, that is at the same time, with any paid leave and any and all of the employee's accrued paid leave must be exhausted before the employee transitions to an unpaid leave of absence.

d) Spouses who work for the School District shall be allowed a combined total of twelve (12) weeks unpaid FMLA leave during any twelve (12)-month period for the birth or adoption of a child, or to care for a parent's serious health condition. However, the combined limitation does not apply to FMLA leave taken by one spouse in the School District to care for the other spouse in the School District.

Subd. 3. Notification and Request for Medical Leave: An employee must give written notice to human resources requesting a medical leave of absence at least three (3) calendar months before the beginning of the requested medical leave or within 24 hours of receipt of notice of arrival of an adopted child, if notice is received less than three (3) calendar months before the leave start date, or as soon as possible following the onset of a serious health condition. The request for medical leave shall adhere to procedure outlined on the School District's website.

Subd. 4. Medical Verification: The employee shall be required to provide the School District with medical verification from a qualified healthcare provider for their own or the family member's serious health condition when requesting the leave of absence.

Subd. 5. Returning from Medical Leave: An employee on a medical leave of absence under this Section must notify human resources or ~~his/her~~their administrative designee in writing, five typically scheduled days of employment of their intention to return from leave.

a) If the employee is returning from a personal medical leave of absence, the employee must also provide medical verification from a qualified healthcare provider of the employee's release from medical restrictions allowing them to return to full capacity at work.

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

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

Subd. 6. Probationary Period: Periods of time for which the employee is on medical leave may extend the employee's probationary period.

Section 3. Parental Leave:

Subd. 1. An employee shall be afforded a parental leave of absence of no more than twelve (12) months in duration for the care of a newborn child or an adopted child, provided that the employee is caring for the child on a full-time basis. The parental leave will run concurrently, that is at the same time, as family medical leave should the leave be an FMLA-qualified leave of absence, though the employee may be eligible for continued District contributions to insurance costs as noted in section six (6), subdivision two (2).

Subd. 2. Notification and Request for Parental Leave: An employee shall give written notice to human resources, per procedure outlined on the School District's website, requesting a parental leave of absence at least three (3) calendar months before the beginning of the requested leave or within 24 hours of receipt of notice of the arrival of an adopted child, if notice is received less than three (3) calendar months before the leave start date.

Subd. 3. Returning from Parental Leave: For partial school year leaves, an employee on a parental leave of absence under this Section must confirm with human resources his/her/their intention to return from parental leave at least two (2) weeks prior to his/her/their approved leave end date. For full-year leaves, an employee on a parental leave of absence under this Section must confirm with human resources or his/her/their administrative designee in writing, his/her/their intention to return from parental leave at least six (6) weeks prior to the end of his/her/their leave.

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

Subd. 4. Failure of the employee to return from a parental leave pursuant to the agreed upon return date with the School District, may constitute job abandonment and be grounds for termination.

Subd. 5. Probationary Period: Periods of time for which the employee is on parental leave will extend the employee's probationary period.

Section 4. Civic Duty/Military Leave:

Subd. 1. Jury Duty: An employee summoned to serve on a jury may request to be excused from such jury service. Employees who are not excused will be permitted time off without the loss of pay contingent upon the employee reimbursing the School District any fees / per diem received from the court for said jury duty. If/when an employee is dismissed from jury duty, the employee must return to work. Any allowable expenses reimbursed by the court, such as mileage, parking, and meals, may be retained and are the sole responsibility of the employee to seek through the court. The District shall assume no responsibility to seek reimbursement, nor pay reimbursement for said expenses.

Subd. 2. Subpoenaed Witness: An employee subpoenaed in cases involving the School District or students (e.g., a parent custody case) served within the School District, will be permitted time off without the loss of pay and will be allowed to retain any allowable expenses reimbursed by the court. An employee subpoenaed in cases unrelated to the School District, will be permitted time off and use of paid or unpaid leave will be at the discretion of the Superintendent. Any allowable expenses reimbursed by the court, such as mileage, parking, and meals, may be retained and are the sole responsibility of the employee to seek through the court. The District shall assume no responsibility to seek reimbursement, nor pay reimbursement for said expenses.

Subd. 3. Military: Military leave shall be granted pursuant to State and Federal laws.

Section 5. General Unpaid Personal Leave:

Subd. 1. An employee shall be afforded a general unpaid personal leave of absence, subject to the provisions in this section and District policy 464, through written request from the employee to the Superintendent. Any leave within this section must also be approved by the School Board if it extends beyond five (5) days. The granting of such leave shall be at the sole discretion of the School Board.

A general leave may be granted by the School Board for extended personal illness, extended illness of the employee's immediate family member, additional educational requirements, or other reasons acceptable to the School Board.

Subd. 2. A general leave of absence pursuant to this section shall be leave without pay and the employee will not be permitted to use accrued leave to subsidize ~~his/her~~their general leave of absence.

Subd. 3. An employee on an approved general leave of absence for a full school year or the spring semester of the school year, shall notify the Superintendent in writing of ~~his/her~~their 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~~their intention to return from general leave at least one (1) month prior to ~~his/her~~their approved leave end date.

Section 6. Insurance Implications:

Subd. 1. Qualified FMLA Leaves: An employee on a leave under this article that qualifies per the Family Medical Leave Act (FMLA) is eligible to continue to participate in group insurance programs, if permitted under the insurance policy provisions, and shall continue to pay the employee contribution to the insurance premium for any month during which the FMLA-qualified leave falls.

Subd. 2. 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) and who has worked for the 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 leave, if the employee is on the District's health insurance plan, no matter if the employee is using paid or unpaid days. If the employee fails to return to work following the leave, the employee must refund the District the costs of the full insurance premium for any month in which the employee did not work at least one day.

Subd. 3. Other Leaves: For leaves under this article that do not qualify per the FMLA, the employee shall pay the full insurance premium (School District and employee contributions) for any month in which the employee does not work at least one (1) day.

Subd. 3. Payment: The employee is responsible for paying the School District business office the monthly amounts due for any insurance programs the employee wishes to retain in advance of the end of the corresponding month on such a date determined by the School District. However, the employee may elect to discontinue insurance programs. The right to continue participation in such group insurance programs shall automatically discontinue upon termination of employment, except as otherwise provided by law.

Subd. 4. If the injury is related to the work assignment, an employer and active employee's insurance contribution will continue during a qualified workers compensation injury.

Section 7. Accrued Benefits:

Subd. 1. Employees on Medical or Parental Leaves: An employee on a medical or parental leave under this article shall retain ~~his/her~~their number of personal and sick leave days, and other accrued benefits, if any, up to the date that the employee went on leave for use during the employee's leave of absence, as noted in sections two (2) and three (3) of this article, and accrual will continue so long as the employee is using paid leave. No additional paid leave days, or other benefits shall accrue for the period of time that the employee is on unpaid leave.

Formatted: Underline

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

Formatted: Underline

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

Section 9. ~~Bereavement~~/Death and Illness:

Formatted: Font: Not Bold

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

Subd. 2. Upon approval of the superintendent or ~~his/her~~their designee, an employee may be granted up to 160 hours per calendar year of accumulated sick leave for illness or injury, for the following: an employee's spouse, child, child over 18, step-child, grandchild, parent, grandparent, step-parent, sibling or significant person for which care is required for such reasonable period as the employee's attendance may be necessary. This leave will be granted under the same terms the employee is able to use sick leave benefits for their own illness. Time will be deducted from sick leave.

Subd. 3. Additional absence for severe illness or death for persons identified in Subd. 1 and Subd. 2 may be granted at the sole discretion of the superintendent whose decision is final and binding and is not subject to the grievance procedure.

Subd. 4. Absence for the severe illness or death of persons not designated in Subd. 1 or Subd. 2 may be granted at the sole discretion of the Superintendent, whose decision is final and binding and is not subject to the grievance procedure. Time used in this subdivision will be deducted from the employee's sick leave.

Section 10. Personal Leave:

Subd. 1. Eligibility:

- (a) ~~Effective July 1, 2022, e~~Employees will receive personal leave days per the following schedule:

In Year 1-3 of continuous employment: 1 day
In Year 4-7 of continuous employment: 2 days
In Year 8+ of continuous employment: 3 days

Formatted: Indent: Left: 1.87"

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

Formatted: Indent: Left: 1"

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

(b) Denial of requests for the use of personal leave by the immediate supervisor may be appealed to the Superintendent.

(c) An employee may be granted leave without pay at the sole discretion of the superintendent, in accordance with school board policy.

Subd. 2. The use of a personal leave day is subject to the approval of the School District to ensure a minimum of disruption for the educational program. Accordingly, the following ~~limitations-restrictions~~ shall apply:

(a) ~~A personal leave day normally shall not be granted for the day preceding or the day following holidays or vacation periods—Minnesota Educators' Academy (MEA) break, the long weekend that includes the fourth (4th) Thursday in November, winter break, or spring break, or any in-service/professional development days, and the first ten (10) and last ten (10) duty-student contact days of the school year. (When the licensed staff duty day calendar includes a staff inservice or conference day that is not required for employees in this contract, the day preceding, or the day following are eligible for use of personal leave.)~~

Formatted: Superscript

(b) ~~—Personal leave requests may be denied on a particular day, if other employees in the same bargaining unit have already been granted personal or emergency leave which would be disruptive to the functioning of the particular program. In addition, personal leave requests will not be approved on any day which would exceed five percent (5%) of the total bargaining unit.~~

(c) Requests for exceptions to the expectations herein require the approval of the superintendent or their designee through a review process. Employees seeking exceptions to use personal leave during the restricted periods listed above must reach out to the Director of Human Resources.

Subd. 3. At the beginning of each contract year, employees will be credited with the number of days of personal leave specified in Subd. 1, herein. Those employees who have accumulated three (3) days of personal leave or more prior to the beginning of any contract year shall receive a lump sum payment of \$75.00 for each day beyond five for which they become eligible in lieu of being granted additional days beyond five. ~~Part-time~~Part-time employees as defined in Section 11 of this Article IX shall be paid a pro rata portion of the \$75.00 per day based upon the number of hours worked per year with 1020 hours per year constituting full-time.

Subd. 4. Employees who are assigned to extended duty days as defined in Section 1, Subd.1, of this Article IX, shall earn additional personal leave days on a pro rata basis consistent with the number of additional days of assignment. The calculation of additional

days will be based upon the actual days worked in the preceding school year (July 1 through June 30) and the number of years of service. The additional personal leave days earned will accrue to the employee in the following year. Additional time will be calculated to the nearest hour.

Subd. 5. Personal leave must normally be requested three (3) business days in advance or as soon as known. All requests with less than a three (3) business day notice will need to include the reason for the request of personal leave. Personal leave may be granted in increments of less than one full workday if approved by District designee.

Subd. 6. Personal leave accrued on the books at the time of an employee's separation from the district due to a reduction in force that is caused by an elimination of programs or reduction in enrollment shall be reimbursed to the employee at the current substitute ~~program assistant~~ Education Support Professional rate of pay.

Section 11. Attendance Incentive Pay: Employees, employed from the first staff workday of the school year through December 31, who use three (3) or less paid sick leave days (ESSL and/or sick) during this period will receive a \$250 stipend on their February 15 paycheck. Employees, employed from January 1 through the last staff workday of the school year, who use four (4) or less paid sick leave days (ESSL and/or sick) during this period will receive a \$750 stipend on their September 15 paycheck, upon returning to work for the next school year. Retirees who use four (4) or less paid sick leave days (ESSL and/or sick) between January 1 and the last staff workday of the school year will receive a \$750 stipend on their June 30 paycheck.

Formatted: Underline

Formatted: Indent: Left: 0", First line: 0", Right: 0.18",
Space Before: 13 pt, Line spacing: Multiple 0.95 li

ARTICLE X PROBATIONARY PERIOD

Section 1. Probationary Period: ~~An employee, under the provisions of this Agreement, hired before February 28, 2021, has met the probationary requirement. An employee, under the provisions of this Agreement, hired on or after February 28, 2021 and on or before June 30, 2022 shall serve a probationary period that will end on February 28, 2023, during which time the School District shall have the unqualified right to suspend without pay, discharge, or otherwise discipline such an employee. An employee, under the provisions of this Agreement, hired on or after July 1, 2022, shall serve a probationary period of one (1) calendar year from the date of continuous hire, during which time the School District shall have the unqualified right to suspend without pay, discharge, or otherwise discipline such an employee. During the probationary period, the employee will receive two (2) performance appraisals during each continuous year of employment using the District's procedures. The first appraisal shall occur prior to December 15 and the second will occur prior to April 15. Probationary employees hired mid-year will receive two (2) performance appraisals prior to their one-year employment anniversary, as close to the December 15 and April 15 dates as practicable and no later than 30 calendar days before their one-year employment anniversary.~~

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

ARTICLE XI EMPLOYEE SUPERVISION

Section 1. Employee Improvement Plans:

Subd. 1. Prior to formal or informal disciplinary procedures being employed in cases of minor misconduct or in cases where the behavior or poor performance does not constitute a serious

infraction of the contract, district policies, rules or directives of superiors, the school district may, in its discretion, attempt to improve an employee's performance and/or correct an employee's behavior by implementing a non-disciplinary Letter of Expectation/Non-Disciplinary Written Directive or an "employee improvement plan"-a Performance Improvement Plan (PIP).

Formatted: Not Highlight

Subd. 2. The purpose of a non-disciplinary Letter of Expectation/Non-Disciplinary Written Directive or an employee's performance improvement plan is to improve the employee's performance up to the standards and expectations of the school district. This could include additional training or other supports. Should the employee fail to raise his/her/their level of performance to the school district's expectations, or the behavior issues continue the school district may resort to the disciplinary measures delineated in Section 2 of this Article.

Formatted: Not Highlight

Subd. 3. All employee improvement plans will be placed in the employee's personnel file along with any notations as to the employee's progress in improving performance. If requested by the employee, and by agreement with the supervisor, a letter of acceptable performance on the concerns in the improvement plan will be placed in the employee's file.

Section 2. Employee Discipline:

Subd. 1. Employee discipline is the school district's process for assuring compliance with the terms and conditions of the collective bargaining agreement, Board policies and rules, directives issued by the employee's supervisors or other administrators, and generally accepted norms of behavior. Discipline is intended to correct unacceptable behavior and improve performance. The school district shall render disciplinary measures only for just cause and shall ensure that employee rights to "due process" are protected.

Subd. 2. Warnings and Reprimands: The school district shall typically follow a progressive discipline approach as outlined in this Article depending upon the gravity of the misconduct or the level of performance issues. The school district may, at its sole discretion, move immediately to a higher level of discipline, depending upon the severity of the misconduct or lack of performance.

(a) Non-Disciplinary Warning or Counseling: Oral or verbal warnings or counseling may be issued to employees in the event of relatively minor infractions. Warnings or counseling, regardless of being written or verbal are not disciplinary and are not grievable under Article XIV of this Agreement. An oral warning or counseling may be documented in the employee's official personnel file, such as with a Non-Disciplinary Letter of Expectation or a Non-Disciplinary Letter of Directive, pursuant to the school district's sole discretion. Employees may respond in writing to non-disciplinary written letters and such responses shall be placed in the employee's official personnel file.

(b) Written Reprimand: Written reprimands (Notices of Deficiency) may be issued by the school district for more serious misconduct or when warnings or counseling have not corrected the employee's behavior or performance. Written reprimands will be placed in the employee's official personnel file. Employees may respond in writing to written reprimands and such responses shall be placed in the employee's official personnel file. Written reprimands are disciplinary in nature and may be grieved under Article XIV of this Agreement. The standards of review of a written reprimand is whether or not the written reprimand is false or inaccurate or is without just cause. Any written reprimand found through the grievance procedure to be false or inaccurate or without just cause will be expunged from the employee's official personnel file.

Subd. 3. Suspension Without Pay: An employee may be suspended without pay for just cause as described in this Article XI, Subd. 1. Suspension without pay is disciplinary in nature

and is subject to the grievance procedure under Article XIV of this Agreement. In keeping with the just cause standard, an employee may be suspended without pay when other disciplinary measures have been applied without sufficient positive result, or immediately for violations of District policies or directives that warrant such discipline.

Suspension without pay shall take effect upon written notification from the Superintendent of Schools to the employee stating the grounds for suspension without pay. The employee shall have the right to invoke the grievance procedures set forth in Article XIV of this Agreement at the arbitration level provided written notification requesting arbitration is received by the superintendent within twenty (20) days after receipt of the written notice of suspension.

The suspension without pay shall take effect upon receipt by the employee of the written notice of suspension without pay or shall take effect as otherwise indicated in the written notice of suspension without pay. The suspension without pay shall continue in effect for the time period provided in the written notice of suspension without pay or as otherwise decided by the school board, but not to exceed a period of thirty (30) workdays.

Subd. 4. Termination for Cause: An employee who has passed the probationary period may be terminated for just cause.

A termination of employment is disciplinary in nature and is subject to the grievance procedure under Article XIV of this Agreement. In keeping with the just cause standard, an employee's employment may be terminated when other disciplinary measures have been applied without sufficient positive result, or immediate violations of District policies or directors that warrant such discipline.

Subd. 5. Paid Administrative Leave: An employee may be put on a paid administrative leave during an investigation at the discretion of the District. A paid administrative leave is not grievable pursuant to Article XIV of this Agreement. If the investigation results in a disciplinary suspension without pay, the employee's unpaid suspension time will not be retroactive to the start of paid administrative leave without mutual agreement. Further, previously scheduled absences will be honored during paid administrative leave.

ARTICLE XII SENIORITY

~~Section 1. Seniority: The parties recognize the principle of seniority within classification in the application of this Agreement concerning reduction (layoff) or increase in force, and reduction of working time, within qualification areas as defined by the School District. For purposes of this Article, the School District reserves the right to define reasonable qualifications within respective programs, program skills, position, and job description. The exercise of seniority, therefore, shall be subject to the employee's qualifications within said areas. The parties agree that Program Assistants, Classroom Assistants, and Intervener Assistants constitute separate seniority classifications and accordingly, a separate seniority list will be provided for each individual classification. An employee will have rights only within their particular seniority classification under the provisions of this Article.~~

Section 21. Seniority Date: For purposes of this article, an employee's seniority date shall be the first workday of continuous employment with the School District. An employee shall acquire a seniority date upon completion of the probationary period as defined in this Agreement and upon acquiring seniority. If more than one employee has the same seniority date, the tie in seniority shall be broken by lot. If an employee changes their ~~assistant~~ assignment within this bargaining group their seniority date remains the first workday of continuous employment with the School District for the purpose of seniority date and placement on seniority list.

Subd. 1. An employee covered under this Article in the contract agreement may challenge their placement order (credit) on their District Seniority list. The challenge must be submitted to the office of Human Resources and Local 4242 in writing. The District will respond in writing to the employee, within 10 business days of receiving the challenge, with documented verification of first work day of continuous employment. Subd. 1 is subject to Article XIV Grievance Procedure.

Section 32. Loss of Seniority: An employee shall lose ~~his/her~~their seniority standing upon written resignation of employment, discharge for cause, or after a twelve (12) month continuous lay off, as defined in Section 1, hereof.

Subd. 1. Employees projected to be affected by a reduction in force (layoff) will be notified by their immediate supervisor as soon as practicable. Official notice of ending date of employment will be sent to employee from the school district by certified mail.

Subd. 2. Employees shall be identified for reduction in force (layoff) in inverse order of seniority.

Subd. 3. An employee terminated for reduction in force (layoff), may provide the office of human resource ~~his/her~~their name with mailing address to receive notice of availability of positions for recall. The employee is responsible for providing current mailing address for twelve (12) months when requesting job openings through district mailings.

Section 43. Seniority Lists: Seniority lists shall be published no later than February 15 each year. The list shall indicate the employees' seniority date. The list shall be posted at each school facility where possible.

Section 5: -4. Recall:

Subd. 1. No new employees will be employed by the School District while a qualified employee is on recall for a reduction in force (layoff) as defined in Section 1 hereof. The order of recall will be determined by the seniority order of persons on recall who meet qualifications as defined in Section 1, hereof. An employee terminated due to reduction in force (layoff) shall have recall rights until June 30th of the following fiscal year.

Subd. 2. Notice of recall will be sent by certified mail to the most current address the employee has provided on file and will include program, site, hours and assignment title.

Subd. 3. The employee will have 14 calendar days upon receipt of mailing to notify the School District of acceptance of position and reinstatement of employment.

Subd. 4. If recalled by the District within 12 months (365 days) after the date of layoff, seniority date will be the seniority date at time of reduction in force (layoff). Article XII is subject to Article XIV Grievance Procedure.

**ARTICLE XIII
OTHER BENEFITS**

Section 1. The School District agrees to reimburse for tuitions, fees, membership and association fees which are approved in accordance with District Policy 486.

Section 2. Travel Expense: Employees required by the School District to use their own vehicles in the performance of their duties shall be reimbursed for such travel at the rate as prescribed by School Board policy.

ARTICLE XIV GRIEVANCE PROCEDURE

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

Section 2. Representative: The employee, administrator or School District may be represented during any step of the procedure by any person or agent designated by such parties to this Agreement to act in their behalf.

Section 3. Definitions and Interpretations:

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

Subd. 2. Days: Reference to days regarding time periods in this procedure shall refer to calendar days.

Subd. 3. Filing and Postmark: The filing or service of any notice or document herein shall be timely if it is personally served or if it bears a certified postmark of the United States Postal Service within the time period.

Section 4. Time Limitation and Waiver: Grievances shall not be valid for consideration unless the grievance is submitted in writing to the School District's designee, setting forth the facts and specific provision of the Agreement allegedly violated, and the particular relief sought within twenty-five (25) days after the date of notification of the event the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereinafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the employee and the School District's designee.

Section 5. Adjustments of Grievance: The School District and the employee shall attempt to adjust all grievances which may arise during the course of employment of any employee within the School District in the following manner:

Subd. 1. Level I: If the grievance is not resolved through informal discussions, the School District designee shall give a written decision on the grievance to the parties involved within ten (10) days after receipt of the written grievance.

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

Section 6. School Board Review: The School Board reserves the right to review any decision issued under Level I or Level II of this procedure provided the School Board, or its representative notifies the parties of its intention to review within ten (10) days after the decision has been rendered. In the event the School Board reviews a grievance under this section, the School Board reserves the right to reverse or modify such decision.

Section 7. Denial of Grievance: Failure by the School District or its representative to issue a decision within the time periods provided herein shall constitute a denial of the grievance and the employee may appeal it to the next level.

Section 8. Arbitration Procedures: In the event that the employee and the School District are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein.

Subd. 1. Request: A request to submit a grievance to arbitration must be in writing signed by the aggrieved party, and such request must be filed in the office of the superintendent within ten (10) days following the decision in Level II or School Board review, whichever is applicable, of the grievance procedure.

Subd. 2. Prior Procedure Required: No grievance shall be considered by the arbitrator which has not been first duly processed in accordance with the grievance procedure and appeal provisions.

Subd. 3. Selection of Arbitrator: Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within ten (10) days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the Bureau of Mediation Services to appoint an arbitrator pursuant to M.S. § 179.70, Subd. 4, providing such request is made within twenty (20) days after the request for arbitration. The request shall ask that the appointment be made within thirty (30) days after the receipt of said request. Failure to agree upon an arbitrator or the failure to request an arbitrator from the Bureau of Mediation Services within the time periods provided herein shall constitute a waiver of the grievance.

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

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

Subd. 6. Expenses: Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party or if the request is mutual, the cost shall be shared. The parties shall share equally fees and expenses of the arbitrator and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration.

Subd. 7. Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written Agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein; nor shall the jurisdiction of the arbitrator extend to matters limited or excluded by PELRA of 1971.

Section 9. Grievance Form: A form which must be used for filing grievances shall be provided by the School District (Attachment C). Such form shall be readily accessible in all school buildings.

Section 10. Election of Remedies and Waiver: A party instituting any action, proceeding or complaint in a federal or state court of law, or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this Article. Upon instituting a proceeding in another forum as outlined herein, the employee shall waive ~~his/her/their~~ right to initiate a grievance pursuant to this Article, or, if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived. This section shall not apply to actions to compel arbitration as provided in this Agreement or to enforce the award of an arbitrator.

ARTICLE XV TRANSFERS, VACANCIES, AND JOB POSTING

Transfer, in the context of this article, means the change in work location within Intermediate School District #917's various program sites. All transfers shall be documented in writing. A change in work assignment at the same work location is not considered a transfer under this article and is a management prerogative.

Section 1. Daily Job Site ~~Involuntary~~ Transfer Request: For purposes of this section, a daily job site transfer request of an employee is one that is made by an administrator when there is a need on a particular day or days due to employee absences or other extenuating needs in a classroom outside of the building normally assigned. An employee may be requested to provide job coverage at a site other than their regular assigned building. When possible, an employee will be notified the day before a transfer is needed. If an assignment is expected to go beyond a day, the employee will be informed of the estimated number of days of the assignment, if known. A change of work assignment at the regular assigned building is not considered a daily job site ~~involuntary~~ transfer request.

Subd. 1. ~~The assistant will be provided a stipend of \$25. If the transfer is longer than one day and the assistant is given notice of this in advance of each day of the assignment, the stipend will only be paid for the first day of the transfer.~~

Formatted: Indent: First line: 0"

Subd. 2. The employee's regular assignment work times will remain the same unless the employee and administrator mutually agree to a change in times. Hours worked that exceed the regular assignment work times will be submitted on an employee time sheet.

Subd. 23. In the event the employee's drive time from the temporary job site will exceed the normal end of day drive time and this creates a hardship for the employee, by mutual agreement with the administrator, the employee may be allowed to leave the temporary job site before the temporary job sites normal workday end time.

Subd. 34. Employee's working a daily job site transfer request will be reimbursed for mileage based on the round-trip miles from their regular assignment job site to the temporary job site.

unless the distance from their home to their temporary assignment is shorter than their typical commute. in accordance with District Policy 412 and submission on the District Mileage Request Form. If an employee's personal vehicle is not available for travel and alternative transportation options are not possible, there will be no retribution given to the employee.

Subd. 45. Job duties at a temporary job site that require specialized training will not be expected to be performed by an employee who has not received such training. When an employee has concerns regarding their ability to meet the program needs of a temporary job site assignment, these concerns should be shared with the administrator making the request. There will be no retribution given to an employee who is not trained for the duties of other sites.

Section 2. Long-Term and Permanent Involuntary Transfers: Notice of involuntary transfer shall be given to the employees of the department involved as soon as practicable. A list of open bargaining unit positions in the school district shall be made available to all employees being involuntarily transferred or reassigned. Such employees may apply for positions in order of preference to which they desire to be transferred. A change of work assignment at the regular assigned building is not considered an involuntary transfer.

Section 3. Decision:

Subd. 1. The involuntary transfer will be given to the least senior employee in the site/program, whenever possible subject to the provisions of Subdivisions 2 through 4, below.

Subd. 2. Programmatic considerations, employee qualifications, employee preference, and seniority shall be used by the school district when filling vacancies and rotating or transferring staff.

Subd. 3. Staff not selected for vacant or open positions or staff being involuntarily reassigned shall, upon written request, be afforded an opportunity to meet with the Superintendent regarding such decision.

Subd. 4. Notwithstanding the provisions of this Article, it is understood and agreed that the final choice relating to staffing decisions remains in the discretion of the School District.

Section 4. Voluntary Transfers: Voluntary transfers shall be available to all employees based on the qualifications of the individual and the needs of the district.

Subd. 1. Employees shall have the right to apply for open positions within the District for which they are qualified. Qualification shall be determined by the skills, experience, performance of the individual applying, and the requirements of the position applied for. The District shall determine the qualifications required. When qualifications are equal, seniority shall be the deciding factor between several applicants. The District shall inform the union president by email as soon as the position is filled, stating employee name, program assignment, site location, hours and salary.

Subd. 2. Any employee who wishes to be considered for a transfer to a location or program when an opening is posted must apply through the District's application system. Consideration will be given to these requests based upon criteria described in Subd. 1 above and the needs of the district. When qualifications are equal, seniority shall be considered.

Subd. 3. Notwithstanding the provisions of this Article, it is understood and agreed that the final choice relating to staffing decisions remains in the discretion of the school district.

Section 5. Definition, Vacancies and Job Posting: For purposes of this section, a regular vacancy is defined as one anticipated to last for more than one school year when an employee is to be added in the bargaining unit, the allocation of additional employees, or a regular position becomes available due to an employee leaving. The posting requirement shall not apply when the district is making administrative transfers or reassignments within the bargaining unit.

Vacancies for bargaining unit positions shall be posted on the district website and a notice will be sent to each employee's school email. Positions will be posted for a minimum of five working days before the position is permanently filled. Each posting will include the position, hours, site assignment if known, and program assignment. Employee access to district computers will be provided during the normal workday and conditions for use are set forth in School District Policy.

Section 6. New positions or extended day/hour positions: In instances where positions providing additional hours or additional days of work or continuous employment are to be filled, preference for these positions shall be given first to the most senior qualified person applying within the program area of their normal assignment (ex: TESA within TESA) and then to the most senior qualified person applying within 917.)

Section 7. Application for Vacancies: To be considered for a vacancy posted under this Agreement, an employee must submit an application in writing.

Section 8. Mailed Notice: Employees of the unit desiring to be personally notified of any vacancies occurring within the unit must provide the personnel office with a stamped, self-addressed envelope. If such an envelope is on file when a vacancy is posted, the School District will forward the vacancy notice to the employee.

ARTICLE XVI SEVERANCE/EARLY RETIREMENT

Section 1. Retiree Health Coverage: Health coverage following the termination of employment shall be made available to the extent required under, and in accordance with, Minnesota Statutes Section 471.61, subd. 2b. The District makes no contribution towards the premium cost of such coverage.

Section 2. Cut-off Date: The benefits of this article shall not apply to a member of this group employed after July 1, 2005.

Section 3. Eligibility: Employees who have completed at least fifteen (15) years of continuous (to be defined as including any leave approved under other sections of this contract) employment with the School District, and who are at least fifty-five (55) years of age or have completed thirty (30) years of continuous employment shall be eligible for severance pay pursuant to the provisions of this Article upon submission of a written resignation accepted by the School Board. Severance pay shall not be granted to any employee who is discharged for cause by the School District. This Article shall apply only to employees who retire after the execution of this contract and shall not be retroactive to any employee who retired prior to said execution date.

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

Section 5. Notice: To be eligible for the benefits of this section, unless waived by the School District, an employee must notify the School District not less than 45 calendar days prior to the proposed retirement date.

Formatted: Underline

Section 6. Method of Pay-Out:

- (a) Subject to the limitations listed below, the school district will contribute an amount equal to the value of the employee's severance pay directly into the School Board approved 403 (b) vendor account. The retiree will not receive any direct payment from the school district for the severance pay.
- (b) The school district's annual contribution into the School Board approved 403 (b) vendor account must not exceed the IRS contribution limit. If the amount calculated in "A" exceeds the available limits in the year of separation, the excess amount will be paid out in cash and not be tax sheltered.
- (c) The school district contribution(s) into the approved 403 (b) vendor account will be made according to the same timeline as was provided for the direct payment of the severance pay.
- (d) The school district will make the severance pay contributions to the School Board approved 403 (b) vendor. For purposes of calculating the maximum deferral limit, the school district will provide the retiree of approved vendors with contribution information for the previous twelve (12) months of employment. The vendor had agreed to calculate the maximum deferral limit.
- (e) If an employee eligible for this benefit dies before terminating employment, the benefit will be paid to the estate of the deceased.

ARTICLE XVII
403(b) MATCHING CONTRIBUTION PLAN

Section 1. Eligibility: To be eligible for this contribution, an employee must be regularly employed at least 1,020 hours during the contract year, and such benefits shall not apply to employees employed for a lesser time or substitute employees. An employee must be in their second school year and thus will be eligible for an employer contribution in the employee's second year of service. The first year of employment shall be defined as any days of employment prior to the last student day of the regular school calendar in the first employment agreement. The next regular school calendar becomes the second year of employment with each successive school calendar year adding to the years of employment.

Section 2. Contribution: Effective July 1, ~~2022~~2024, the school district will contribute up to a maximum as listed in the following schedule, according to year of service.

School Year	Employee Matching Contribution	School District Matching Contribution	Maximum School District Contribution	Total Contribution School District and Employee
In continuous School Year 2-3	\$100	\$100	\$100	\$200
In continuous School Year 4-6	\$350	\$350	\$350	\$700
In continuous School Year 7-9	\$450	\$450	\$450	\$900
In continuous School Year 10-12	\$600	\$600	\$600	\$1,200
In continuous School Year 13-14	\$700	\$700	\$700	\$1,400
In continuous School Year 15+	\$1,000	\$1,000	\$1,000	\$2,000

Section 3. Authorization Agreement: A salary reduction authorization agreement must be completed by the eligible employee by October 1 of the current year, for the employee to participate in the 403b matching contribution plan.

Section 4. Unpaid Leaves: Employees on unpaid leaves may not participate in the matching program while on leave.

Section 5. Matching Requirement: The School District's contribution, for the matching portion of Section 2, shall not exceed the employee's matching contribution.

ARTICLE XVIII DURATION

Section 1. Term and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing July 1, ~~2022~~2024, through June 30, ~~2024~~2026, and thereafter pursuant to PELRA. If either party desires to modify or amend this Agreement commencing on July 1, ~~2024~~2026, it shall give written notice of such intent no later than May 1, ~~2024~~2026. Unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety (90) days prior to the expiration of this Agreement.

Section 2. Effect: This Agreement constitutes the full and complete agreement between the School District and the Union. The provisions herein relating to terms and conditions of employment supersede any and all prior agreements, resolutions, practices, School District policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

Section 3. Finality: Any matters relating to the current contract term, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement.

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

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

DISTRICT #917 ~~SPECIAL~~ EDUCATION INTERMEDIATE SCHOOL DISTRICT 917
~~PROGRAM ASSISTANTS~~ SUPPORT PROFESSIONALS' FEDERATION,
LOCAL 4242

~~Teresa Stiff~~Amber Kneer
President, Local 4242

Chair

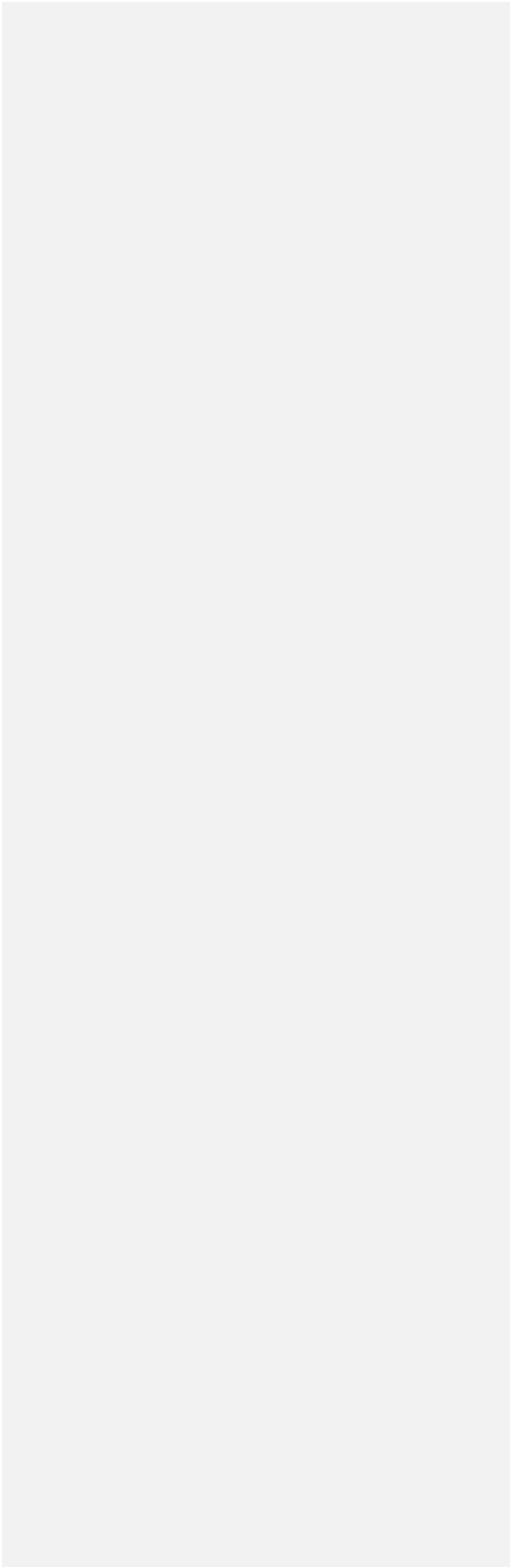
~~Amber Kneer~~
Vice-President, Local 4242

Clerk

|

Dated: ~~August 2, 2022~~

Dated: ~~August 2, 2022~~



SCHEDULE A

SPECIAL EDUCATION ASSISTANTS

~~2022~~2024-2023~~2025~~ SALARY SCHEDULE

2022-2023		
Step	PA/GA <u>ESP</u> HQ	Intervener <u>ISP/BSP</u> HQ
1	\$20.37	\$23.37
2	\$20.62	\$23.62
3	\$20.86	\$23.86
4	\$21.16	\$24.16
5	\$21.93	\$24.93
6	\$22.38	\$25.38
7	\$22.84	\$25.84
8	\$23.30	\$26.30
9	\$24.28	\$27.28
10	\$24.74	\$27.74
11	\$25.20	\$28.20
12	\$25.66	\$28.66
13	\$26.17	\$29.17

<u>2024-2025 School Year</u>		
Step	<u>ESPs</u> HQ	<u>ISPs/BSPs</u> HQ
<u>1</u>	\$22.00	\$25.19
<u>2</u>	\$22.28	\$25.47
<u>3</u>	\$22.53	\$25.71
<u>4</u>	\$22.85	\$26.04
<u>5</u>	\$23.68	\$26.87
<u>6</u>	\$24.17	\$27.36
<u>7</u>	\$24.67	\$27.86
<u>8</u>	\$25.17	\$28.36
<u>9</u>	\$26.22	\$29.41
<u>10</u>	\$26.72	\$29.91
<u>11</u>	\$27.22	\$30.41
<u>12</u>	\$27.72	\$30.90

Formatted: Strikethrough

Formatted: Strikethrough

Formatted: Strikethrough

Formatted: Strikethrough

Formatted: Strikethrough

Formatted: Strikethrough

Formatted: Strikethrough

Formatted: Strikethrough

Formatted: Strikethrough

Formatted: Strikethrough

Formatted: Strikethrough

Formatted: Strikethrough

Formatted: Strikethrough

Formatted: Strikethrough

Formatted: Strikethrough

Formatted: Strikethrough

Formatted Table

<u>13</u>	<u>\$28.26</u>	<u>\$31.45</u>
-----------	----------------	----------------

Formatted: Centered

SCHEDULE B

SPECIAL EDUCATION ASSISTANTS

~~2023~~2025-2024~~2026~~ SALARY SCHEDULE

	2023-2024	
Step	PA/CA <u>ESP</u> HQ	Intervener <u>ISP/BSP</u> HQ
1	\$20.72	\$23.72
2	\$20.98	\$23.98
3	\$21.21	\$24.21
4	\$21.52	\$24.52
5	\$22.30	\$25.30
6	\$22.76	\$25.76
7	\$23.23	\$26.23
8	\$23.70	\$26.70
9	\$24.69	\$27.69
10	\$25.16	\$28.16
11	\$25.63	\$28.63
12	\$26.10	\$29.10
13	\$26.61	\$29.61

<u>2025-2026 School Year</u>		
<u>Step</u>	<u>ESPs HQ</u>	<u>ISPs/BSPs HQ</u>
<u>1</u>	\$22.55	\$25.82
<u>2</u>	\$22.84	\$26.10
<u>3</u>	\$23.09	\$26.35
<u>4</u>	\$23.43	\$26.69
<u>5</u>	\$24.27	\$27.54
<u>6</u>	\$24.78	\$28.04
<u>7</u>	\$25.29	\$28.55
<u>8</u>	\$25.80	\$29.06
<u>9</u>	\$26.88	\$30.14
<u>10</u>	\$27.39	\$30.65
<u>11</u>	\$27.90	\$31.17
<u>12</u>	\$28.41	\$31.68

Formatted: Strikethrough

Formatted: Strikethrough

Formatted: Strikethrough

Formatted: Strikethrough

Formatted: Strikethrough

Formatted: Strikethrough

Formatted: Strikethrough

Formatted: Strikethrough

Formatted: Strikethrough

Formatted: Strikethrough

Formatted: Strikethrough

Formatted: Strikethrough

Formatted: Strikethrough

Formatted: Strikethrough

Formatted: Strikethrough

Formatted: Strikethrough

Formatted Table

<u>13</u>	<u>\$28.97</u>	<u>\$32.23</u>
-----------	----------------	----------------

Formatted: Centered

GRIEVANCE REPORT FORM
INTERMEDIATE SCHOOL DISTRICT 917

Name _____

Building _____

Date Grievance Occurred _____

Statement of Facts:

Specific Provisions of Agreement Allegedly Violated:

Particular Relief Sought:

Date: _____

Signature of Grievant

MEMORANDUM OF UNDERSTANDING

Safe Learning Environment:

-
It is very important to follow the safe and learning guidelines that the Federal and/or state controlling agencies declare. If in any pandemic situation these guidelines are not set or renewed, then the Paraprofessional Union (Local 4242) shall have an option to notify the district of their intention of a meeting to discuss guidelines for a safe and sustainable learning environment for their members. The process will be aligned with the existing meet and confer process. Safety related concerns during the pandemic and the resulting changes in learning models may make it necessary to discuss contract related safety concerns. Whether it is a contract related issue or an issue not covered by the contract, either party has the right to request a meeting at their discretion. Both parties agree that the safety of students and staff are very important. Every effort will be made to meet as soon as practicable.

-
If the district has a district committee for planning during a pandemic, the district will allow two (2) members from Paraprofessional Union (Local 4242) to be part of this committee.

-
This Memorandum of Understanding will be in force from the date of contract approval until the end of the contract.

-
-
-

Local 4242 Representative _____ School Board Chair _____

-
-

Local 4242 Representative _____ School Board Clerk _____

-
-

Dated: August 2, 2022

Formatted: Indent: First line: 0"

~~MEMORANDUM OF UNDERSTANDING~~
~~Issue Study Committee~~
~~Between~~
~~ISD 917 (the Board)~~
~~AND~~
~~SPECIAL EDUCATION PROGRAM ASSISTANTS FEDERATION~~
~~LOCAL #4242 (the Association)~~

~~Leave Time: The Special Education Program Assistants Federation Local #4242 and ISD 917 school district, (collectively, the Parties) will utilize a joint working committee to examine current leave time categories included in the Master Agreement, as well as alternatives, including PTO, to determine whether, and if so, how alternative leave structures might be utilized. The committee will work to develop guidelines and/or options for consideration by the Parties' respective negotiating teams prior to the start of negotiations for the 2024-2026 Master Agreement.~~

~~The Parties have agreed to the following plan:~~

~~Timeline: The joint committee will complete its work prior to April 1, 2024.~~

~~Committee Structure: The joint committee will be made up of representation from the Special Education Program Assistants Federation, Intermediate School District 917 Administration, Intermediate School District 917 Human Resources, and the Intermediate School District 917 School Board.~~

~~WE, THE UNDERSIGNED, AGREE TO THIS MEMORANDUM OF UNDERSTANDING.~~

~~the ASSOCIATION _____ the BOARD~~

~~_____
President Board Chair~~

~~Date: August 2, 2022 _____ Date: August 2, 2022~~

~~LETTER OF UNDERSTANDING~~

This Letter of Understanding is entered into between Intermediate School District 917 (hereinafter referred to as the School District) and Education Minnesota, Intermediate School District 917, Local 4242 (hereinafter referred to as Local 4242) and the parties hereto agree as follows:

-
1. ~~The School District and Local 4242 are parties to a collective bargaining agreement governing terms and conditions of employment for employees covering the period July 1, 2022, through June 30, 2024.~~

2. ~~The parties hereby agree as follows in developing and sustaining a mentorship program:~~

~~Section 1. Purpose: The intention shall be to promote professional growth and development, which is intended to provide assistants with increased knowledge for student success and staff retention.~~

-
~~Section 2. Guide: The ISD 917 Paraprofessional Mentor Program Guide will be distributed to first year employees during orientation.~~

-
~~Section 3. Mentoring First-Year Employees: Shall be subject to the following:~~

-
1. ~~By an employee's orientation date, each first year employee will be assigned by the School District a non-probationary paraprofessional who will serve as a mentor. If no non-probationary employee is available to serve as a mentor, a probationary employee may be assigned.~~

2. ~~Those employees who agree to participate as a mentor shall commit to one school year in the program. They will typically be assigned 1 to 4 or 5 to 8 mentees.~~

-
3. ~~The mentor and mentee shall fulfill the responsibilities described in the ISD 917 Paraprofessional Mentor Program Guide.~~

-
4. ~~The mentor will receive a \$400 for mentoring 1 to 4 mentees or a \$800 stipend for mentoring 5-8 mentees annually.~~

-
IN WITNESS WHEREOF, the parties have executed this Letter of Understanding as follows:

EDUCATION MINNESOTA, _____ INTERMEDIATE SCHOOL
INTERMEDIATE SCHOOL DISTRICT _____ DISTRICT NO. 917
917, LOCAL 4242 _____

President _____ Chair

Chief Employee Negotiator _____ Clerk

Dated: August 2, 2022 _____ Dated: August 2, 2022

~~LETTER OF UNDERSTANDING~~

~~This Letter of Understanding is entered into between Intermediate School District 917 (hereinafter referred to as the School District) and Education Minnesota, Intermediate School District 917, Local 4242 (hereinafter referred to as Local 4242) and the parties hereto agree as follows:~~

~~-~~

- ~~1. The School District and Local 4242 are parties to a collective bargaining agreement governing terms and conditions of employment for employees covering the period July 1, 2022, through June 30, 2024.~~

- ~~2. The parties hereby agree as follows when any assistant performs a daily transfer:~~

- ~~• When notified the day of the transfer, the assistant will be provided a stipend of \$25 each day.~~
- ~~• If the transfer is longer than one day and the assistant is given notice of this in advance of each day of the assignment, the stipend will only be paid for the first day of the transfer.~~

~~IN WITNESS WHEREOF, the parties have executed this Letter of Understanding as follows:~~

~~EDUCATION MINNESOTA, _____ INTERMEDIATE SCHOOL
INTERMEDIATE SCHOOL DISTRICT _____ DISTRICT NO. 917
917, LOCAL 4242 _____~~

~~-~~

~~_____
President _____ Chair~~

~~-~~

~~_____
Chief Employee Negotiator _____ Clerk~~

~~-~~

~~-~~

~~Dated: August 2, 2022 _____ Dated: August 2, 2022~~

MEMORANDUM OF UNDERSTANDING
between INTERMEDIATE SCHOOL DISTRICT 917
and EDUCATION MINNESOTA LOCAL 4242
Regarding the Intermediate District Teacher Residency Apprenticeship Collaborative
(ITRAC)

Appendix D:

Formatted: Font: Not Bold

Formatted: Font: Not Bold

Formatted: Right

Formatted: Centered

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

Formatted: Justified

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

Formatted: Justified

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.
- Commit 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

Date: ~~March 5, 2024~~

Formatted: Strikethrough

**MEMORANDUM OF UNDERSTANDING:
ATTRACT AND RETAIN STAFF**

Intermediate School District 917 and Education Support Professionals (Local 4242) agree to a Labor-Management Committee (LMC) regarding planning and creating recommendations for attracting and retaining Education Support Professionals (ESPs).

Formatted: Justified

The purpose of this MOU is to clearly communicate program expectations for all participants. The committee's review will include, but is not limited to:

1. Researching opportunities to attract new employees.
2. Review and make recommendations to modify recognition opportunities for employees.
3. Review and, if necessary, make recommendations to modify recruitment incentives for bringing in new employees.
4. Review and make recommendations to modify district procedures to ensure success in job opportunities.
5. Provide opportunities for staff to participate in recruiting strategies, especially members from diverse backgrounds.

Formatted: Font: 11 pt

Formatted: Font: 11 pt

Formatted: Font: 11 pt

Formatted: Font: 11 pt

Formatted: Font: 11 pt

Formatted: Font: 11 pt

Formatted: List Paragraph, Justified, Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.5"

The committee will offer recommendations to the district administration team for implementation.

The LMC shall include:

1. Appointed by Local 4242: Three (3) representatives appointed by Local 4242.
2. Appointed by ISD 917: Up to three (3) district employees.

Formatted: Justified

Formatted: Font: 11 pt

Formatted: Font: 11 pt

Formatted: Font: 11 pt

Formatted: Font: 11 pt

Formatted: Font: 11 pt

Formatted: Font: 11 pt

Formatted: List Paragraph, Justified, Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.5"

The committee will meet quarterly each year with the dates of these meetings set at the beginning of the school year. The meetings will take place outside of student-contact hours; however, may take place during the ESP's duty day. Any additional compensation for ESP participants for this committee will be addressed through Local 4242. Additional meetings can be held at the committee's agreement. The time limit for each of these meetings will be 1.5 hours and the meeting will take place at the District Office in Dakota County Technical College unless the committee decides to change locations and times.

Formatted: Justified

The work of the LMC will conclude by May 30, 2026, unless through negotiations this committee's work is extended.

Local 4242 President School Board Chair

Formatted: Font: Not Bold

Formatted: Font: Not Bold

Local 4242 Vice President School Board Clerk

Formatted: Font: Not Bold

Formatted: Font: Not Bold

Date:

**Memorandum of Understanding:
PELSB Short-Call Substitute Pilot Program and Other Short-Call Substitute Teaching**

WHEREAS, the Minnesota Legislature passed a law allowing experienced ESPs to become licensed as short-call substitute teachers on a pilot basis, and

Formatted: Justified

WHEREAS, District 917 Education Support Professionals Local 4242 is the exclusive representative for the Intermediate 917 District's ESPs.

WHEREAS, the District and the Unions have negotiated terms and conditions of employment for the covered employees which are contained in the Collective Bargaining Agreement (CBA); and

WHEREAS, the District and Unions wish to provide for the terms and conditions of employment for those accepting short-call substitute assignments.

NOW, THEREFORE, IT IS HEREBY AGREED by the District and the Unions as follows:

1. Any ESPs who are appropriately licensed and agree to be assigned short-call substitute work may do so while also retaining all rights, seniority, and benefits that they have accrued or possess in the bargaining unit. Dues for members will continue to be withdrawn during any period of casual substitute teaching work.
2. The District cannot and will not require any individual ESP to apply for a short-call substitute license or retaliate against an employee who is unwilling to apply.
 - a) ESPs who apply for and obtain a short-call substitute license through the Professional Educators' Licensing and Standards Board (PELSB) can be reimbursed for the initial cost of the license by submitting a check request to the finance department per district process with proof of their personal payment for the cost of the initial short-call substitute license and with proof of approval of the short-call substitute license by PELSB. The check request must be submitted by the ESP to the finance department within 60 days of the license being issued.
3. Time spent as a short-call substitute teacher will count towards any and all accrual of benefits as an ESP, including but not limited to leave, seniority and pay.
4. In the event that an ESP agrees to substitute, and the District finds another substitute after the assignment has begun, the District may return the ESP to their original position. The employee will receive the greater of their regular rate of pay or their sub rate for the entire day.
5. ESPs working as short-call substitutes under the pilot program or by virtue of holding another substitute teaching license will be compensated the higher of \$31/hour or \$4/hour over their daily rate of pay.
6. On days when the ESP is assigned as a short-call substitute teacher, the ESPs who are then required to cover for the subbing ESP will be compensated an additional \$4 per hour unless the District fills that position with a substitute ESP or that position does not need to be filled for that day.

Formatted

Formatted: No bullets or numbering

Formatted: List Paragraph, Left, No bullets or numbering

Formatted: List Paragraph, Left, No bullets or numbering

Formatted: List Paragraph, Left, No bullets or numbering

Formatted: List Paragraph, Left, No bullets or numbering

7. No ESP licensed under the pilot project will be assigned to this work until they have received the required substitute teacher training. Such training will be compensated at the substitute teaching rate provided above.

8. All efforts will be put forth to have short call substitute teachers to be subbing in their own site. If the individual is required to be a short call sub in another site, then they would be compensated by:

- a) The additional \$25 stipend for changing sites.
- b) Mileage from and returning from the original site.

9. This MOA will be reviewed after the first year of the contract term. It can be modified or discontinued by mutual agreement of both parties.

Formatted: List Paragraph, Left, No bullets or numbering

Formatted: List Paragraph, Left, No bullets or numbering

Formatted: No bullets or numbering

Formatted: Justified, Outline numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Tab after: 0.5" + Indent at: 0.5"

Local 4242 President School Board Chair

Local 4242 Vice President School Board Clerk

Date:

AGREEMENT

between

THE SCHOOL BOARD OF
INTERMEDIATE SCHOOL DISTRICT NO. 917

and

DAKOTA COUNTY FEDERATION OF INTERPRETERS
LOCAL #3904A - AFT, NEA, EDUCATION MINNESOTA

Effective July 1, ~~2022-2024~~ through June 30, ~~2024~~2026

Board Approved ~~September 6, 2022~~July 9,
2024

TABLE OF CONTENTS

Page

ARTICLE I	3
PURPOSE	3
ARTICLE II	3
RECOGNITION OF EXCLUSIVE REPRESENTATIVE	3
ARTICLE III	3
DEFINITIONS	3
ARTICLE IV	4
EMPLOYEE RIGHTS	5
SCHOOL DISTRICT RESPONSIBILITIES	5
ARTICLE V	4
ARTICLE VI	6
HOURS OF SERVICE - LENGTH OF SCHOOL YEAR	6
ARTICLE VII	7
BASIC SALARIES	7
ARTICLE VIII	109
GROUP INSURANCE	109
ARTICLE IX	1413
LEAVES OF ABSENCE	1413
ARTICLE X	2219
PROBATIONARY PERIOD	2219
ARTICLE XI	2220
EMPLOYEE SUPERVISION	2220
ARTICLE XII	2422
SENIORITY	2422
ARTICLE XIII	2523
MISCELLANEOUS	2523
ARTICLE XIV	2624
GRIEVANCE PROCEDURE	2624
ARTICLE XV	2826
SEVERANCE/EARLY RETIREMENT	2826
ARTICLE XVI	2927
403b MATCHING CONTRIBUTION	2927
ARTICLE XVII	3028
DURATION	3028
SCHEDULE A	29
SCHEDULE B	30
ATTACHMENT A	3431

INTERPRETERS AGREEMENT

ARTICLE I PURPOSE

Section 1. Parties: This Agreement is entered into between the School Board of Intermediate School District No. 917, Rosemount, Minnesota, (hereinafter referred to as the school board or school district) and the Dakota County Federation of Interpreters, Local 3904A - AFT, NEA, Education Minnesota, AFL-CIO (hereinafter referred to as the Union) pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, (hereinafter referred to as the PELRA) to provide the terms and conditions of employment for employees represented by the Dakota County Federation of Interpreters (hereinafter referred to as interpreters) during the duration of this Agreement.

ARTICLE II RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: In accordance with the PELRA, the school district recognizes the Dakota County Federation of Interpreters, Local #3904A - AFT, NEA, Education Minnesota, AFL-CIO, as the exclusive representative of interpreters employed by the school district, which exclusive representative shall have those rights and duties as prescribed by the PELRA and as described in the provisions of this Agreement.

Section 2. Appropriate Unit: The union shall represent all the interpreters of the district as defined in this Agreement and in the PELRA and by certification of the Bureau of Mediation Services, dated February 14, 1992, BMS Case No. 92-PCE-75.

ARTICLE III DEFINITIONS

Section 1. Interpreters: Interpreters shall mean all employees employed by the school district and assigned responsibilities of interpreters, transliterators, and cued language transliterators, but excluding the following: superintendent, business manager, directors, and coordinators, who devote more than fifty percent (50%) of their time to administrative or supervisory duties, confidential employees, supervisory employees, nurses, essential employees, part-time employees whose services do not exceed the lesser of fourteen (14) hours per week or thirty-five percent (35%) of the normal work week in the employee's bargaining unit, employees who hold positions of a temporary or seasonal character for a period not in excess of 67 working days in any calendar year, and emergency employees.

Section 2. Terms and Conditions of Employment: The term "terms and conditions of employment" means the hours of employment, the compensation therefor, including fringe benefits, except retirement contributions or benefits, and the employers personnel policies affecting the working conditions of the employees, subject to the provisions of M.S. 179.66 regarding the rights of public employers and the scope of negotiations.

Section 3. Other Terms: Terms not defined in this Agreement shall have those meanings as defined by the PELRA.

ARTICLE IV EMPLOYEE RIGHTS

Section 1. Right to Views: Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any interpreter or ~~his/her~~their representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, as long as the same is not designed to and does not interfere with the full, faithful and proper performance of the duties of employment or circumvent the rights of the exclusive representative.

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

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

Section 4. Use of School Buildings, Facilities, Equipment and Inter-School Mail: The union shall have the right to usage of such school district buildings, equipment, facilities and inter-school mail as is permitted pursuant to school district policy, and under such conditions as set forth in school district policy.

Section 5. Exclusive Representative Leave Time:

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

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

Subd. 3. At the beginning of each school year, the Union shall be credited with twenty-eight (28) hours to be used at the discretion of the Local for the purpose of conducting its duties as exclusive representative. The Union has the option of purchasing additional hours at the regular hourly rate (including FICA) for a substitute Interpreter. It is understood that if, for whatever reason, a substitute is not available on the day for which exclusive bargaining leave is requested, the approval for that leave shall be automatically rescinded. The Union President will notify the Superintendent or ~~his/her~~their designee at least three (3) working days prior to the date of intended leave. The Superintendent may waive the three (3) day notice.

Section 6. Right to Dues Check Off: Each employee shall be eligible to request payroll deductions for the withholding of union dues. Such requests shall be in writing on a form provided by the Union and delivered to the payroll office no later than October 15 of each school year. Pursuant to such authorization, the school district shall deduct one-sixteenth (1/16) of such dues from each regular semimonthly salary check for the employee, each month, beginning on October 15 and ending on May 31. An employee who begins employment in mid-year shall have thirty (30) days from employment date to request dues deduction. Deductions for employees employed after the commencement of the school year shall be specified on the form provided by the school district with the last payment to be on June 15th. The dues checkoff authorization shall continue in effect until termination of the employee or of revocation by the employee. Revocation shall be in writing to the Local and allowed only during the window provided by Education Minnesota. The Local will notify the District if this window changes from the prior year by June 30th.

Section 7. Personnel Files: All evaluations and files generated with the School District relating to each employee shall be available upon written request. The employee shall have the right to request any contents of their own personnel file and to submit for inclusion the employee's response to any material contained within. Upon written request of contents from an employee's file, by the employee, the District will email a scan of the requested item(s) to the employee. At the employee's request, the District will supply the employee with a printed copy the requested item(s), which the employee can pick up at the District office during business hours.

ARTICLE V SCHOOL DISTRICT RESPONSIBILITIES

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

Section 2. Effect of Law, Rules and Regulations: The union recognizes that all employees covered by this Agreement shall perform the nonteaching services prescribed by the school district and shall be governed by the laws of the State of Minnesota, and by School Board rules, policy, regulations, directives, and orders issued by properly designated officials of the school district. The union also recognizes the right, obligation, and duty of the School Board and its duly designated officials to promulgate rules, policy, regulations, directives, and orders from time to time as deemed necessary by the School Board insofar as such rules, policy, regulations, directives, and orders are not inconsistent with the terms of this Agreement and recognizes that the School Board, all employees covered by this Agreement, and all provisions of this agreement are subject to the laws of the State of Minnesota, Federal laws, rules and regulations and orders of the State and Federal governmental agencies. Any provisions of this Agreement found to be in violation of any such laws, rules, regulations, directives or orders shall be null and void and without force and effect.

Section 3. Inherent Managerial Rights: The parties recognize that the school district is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure and selection and direction and

number of personnel, and that all management rights and management functions not expressly delegated in this Agreement are reserved to the school district.

ARTICLE VI HOURS OF SERVICE - LENGTH OF SCHOOL YEAR

Section 1. Basic Day: The interpreter's basic day, exclusive of lunch, for a regular full-time employee, shall be six and a quarter (6.25) to eight (8) hours per day as annually prescribed by the school district prior to August 1. However, the school district may employ such part-time interpreters as it deems appropriate.

Subd. 1. Break Period: Employees shall be scheduled for a morning break and an afternoon break. Schedules will be mutually developed and approved by the supervisor. If the employee and supervisor mutually agree, the morning and afternoon breaks may be combined to provide for a lunch break.

Formatted: Underline

Section 2. Duty Year: The duty year for regular full-time employees under this Agreement shall be as annually prescribed by the school district prior to August 1 for the upcoming school year. Employees in this group shall work the number of student days plus two (2) additional workdays to be determined by the school district with one (1) day being scheduled for before the school year begins and the other being scheduled for a non-student contract day during the school year. The agenda for the one (1) day during the school year will consist of two (2) hours of professional development determined by the interpreter's union (Local 3904A), which must be communicated to the interpreters' supervisor by the lead interpreter for scheduling purposes. All remaining professional development time will be determined by the school district. ~~However, the~~ school district may employ such part-time interpreters as it deems appropriate.

Section 3. Modifications in Calendar, Length of School Day:

Subd. 1. In the event of energy shortage, severe weather, or other exigency, the school district reserves the right to modify the duty year, and, if school is closed on a normal duty days(s), the employee shall perform duties on such other day(s) in lieu thereof as the school district or its designated representative shall determine, if any.

Subd. 2. In the event of energy shortage, severe weather, or other exigency, the school district further reserves the right to modify the length of the school day, as the school district shall determine, but with the understanding that the total number of hours shall not be increased, i.e., a four (4) day week with increased hours per day but the total weekly hours not more than the regular five (5) day week.

Subd. 3. Prior to modifying the scheduled length of the school day pursuant to Subd. 2 hereof, or scheduling more than two (2) makeup days pursuant to Subd. 1 hereof, the school district shall afford to the federation the opportunity to meet and confer on such matters.

Subd. 4. Provisions for the closing of schools due to inclement weather or other exigency shall be as addressed in District Policy 466 "Provisions for the closing of schools due to inclement weather or other exigency."

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

ARTICLE VII BASIC SALARIES

Section 1. Basic Salaries - Regular Employees:

Subd. 1. The wages and salaries set forth in Schedule A attached hereto shall be a part of this agreement for the period of July 1, ~~2022~~2024, through June 30, ~~2023~~2025. The wages and salaries set forth in Schedule B attached hereto shall be a part of this agreement for the period July 1, ~~2023-2025~~ through June 30, ~~2024~~2026.

Subd. 2. Effective July 1, ~~2022~~2024, employees shall be compensated on Salary Schedule A, on such level and step for the ~~2022~~2024-~~2023-2025~~ contract year at one step above their ~~2024-2023-2022-2024~~ placement, ~~except those on step ten (10), eleven (11), and twelve (12) who will be placed on step nine (9) due to the fact that the last three steps on the 2021-2022 salary schedule were dropped when creating the 2022-2023 salary schedule, which still effectively continues to increase all employees' salaries.~~ Certified interpreters shall all be placed in the Certified lane (Range 2), as a result of the previous contract's two Certified lanes (Ranges 2 and 3 in 2023-2024) being combined into one Certified lane (Range 2).

Subd. 3. Effective July 1, ~~2023~~2025, employees shall be compensated on Salary Schedule B, on such level and step for the ~~2023~~2025-~~2024-2026~~ contract year at one step above their ~~2022~~2024-~~2023-2025~~ placement.

Subd. 4. In the event a successor agreement is not entered into prior to July 1, ~~2024~~2026, an employee shall remain at the same step as compensated during the ~~2023~~2025-~~2024-2026~~ contract year until a successor agreement is reached, which agreement shall govern step advancement, if any. However, the school district reserves the right to withhold step advancement or other salary increase in individual cases for just cause, subject to the grievance procedure.

Subd. 5. Longevity: Employees shall receive a longevity salary increase beyond the rates delineated in Schedules A and B as follows, ~~where continuous applies to employees hired after July 1, 2018:~~

Years of Continuous Employment	Hourly Increase
Years 7-9	\$1.00
Years 10-14	\$2.00
Years 15-17	\$3.00
Years 18-20	\$4.00
Years 21 and beyond	\$5.00

Formatted: Not Highlight

Formatted: Not Highlight

Formatted: Not Highlight

Formatted: Not Highlight

Formatted: Not Highlight

Formatted: Not Highlight

Formatted: Not Highlight

Formatted: Not Highlight

Formatted: Not Highlight

Formatted: Not Highlight

Formatted Table

Formatted: Centered

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

Section 2. New Employees: A new employee shall be placed on the salary schedule as agreed between the employer and the employee and shall be eligible for step advancement on the following July 1, if they work any days prior to the last day of the regular school calendar in their employment agreement.

Section 3. Mentor/Lead Interpreter(s): One or more interpreter(s) may be designated by the School District to serve on an annual appointment in one of the following capacities:

<u>Position</u>	<u>Annual Stipend</u>
Lead Interpreter	\$500 1,000
Mentor Interpreter	\$1,500 (1-2 mentees)
Mentor Interpreter	\$1,800 (3 or more mentees)

An appointment to any of these positions shall not reduce the interpreter's hours of work from the previous school year. All stipends specified shall be in addition to the wages as provided in Schedules A and B and the mileage and expense reimbursements of this Master Agreement.

Section 4. Certification Adjustment: An employee who acquires a certification as reflected in Article XII, Section 4, shall advance to the certification lane at the same step, except as provided in Article VII, Sections 1 and 2 of the Master Agreement, on the appropriate salary schedule effective following proof of certification. In lieu of retroactive pay, the interpreter shall receive a stipend in the amount of \$1950.00 to be paid in equal installments over the employee's annual paycheck.

~~Section 5. Certification + BA/BS: Effective July 1, 2003, an employee who has certification and shows proof of a bachelor's degree in education or their field of employment shall be placed in this lane. For those employees receiving degrees subsequently, the advancement to this lane shall be effective the first of the month following the awarding of the degree.~~

Section 65. Dual Certification Stipend: Any employee who is certified as both a sign language interpreter and cued language transliterator and who will be performing duties of both, shall receive a stipend of \$1,000.00 per year. The stipend specified shall be in addition to the wages as provided in Schedules A and B of this Master Contract.

~~Section 6. Float Interpreter Stipend: An interpreter assigned to a float position will receive an annual stipend of \$1,000 to be paid on their end-of-June paycheck. This assignment will be communicated to the business office by the supervisor. If an interpreter starts in the float position mid-year or is reassigned to a different position within the district, the stipend will be prorated. If an interpreter resigns or is terminated and fails to complete the school year, they forfeit the stipend.~~

Section 7. Uniform Stipend: The school district shall provide an annual stipend of \$100 for the purchase of uniforms/clothing that aligns with the requirements of the position. This stipend will be paid once annually on the employee's end-of-September paycheck. Employees shall be required to launder their uniforms.

Formatted: Underline

Formatted: Underline

Formatted: Underline

Formatted: Underline

Section 7:8. Absence of Regular Teacher: In the event the regular teacher is absent from the classroom two or more consecutive hours per day during the student contact time and a substitute is not hired, one School District designated employee shall receive the current substitute teacher pay for student contact hours that neither the regular teacher nor a substitute teacher is in attendance in the classroom or when an employee is in charge of students on a community outing. If the employee's rate of pay is already higher than that of the substitute teacher rate, the employee shall receive their regular hourly pay plus an additional \$2.00 per hour. The School District will designate the employee responsible for providing coverage.

Section 89:— Change in Assignment: An interpreter who is assigned duties of a program, classroom, or student assistant during any part of their workday shall be paid their interpreter rate of pay.

Formatted: No underline

Section 9:10. Outside of Regular Assignment Work Hours Interpreting: All interpreters who perform outside of regular assignment work hours interpreting for ISD 917 or member school districts will be compensated at an hourly rate of \$25 ~~an-per~~ hour ~~or-over~~ their regular hourly rate ~~whichever is greater~~. These rates will apply to member district requests for school sanctioned activities and events with the exception of the Minnesota State High School League and Community Education sanctioned/sponsored activities. These requests from ISD 917 or a member district may also include but are not limited to IEP meetings, parent/teacher conferences, or other requests approved by the Assistant Special Education Director supervisor responsible for the interpreting program.

Minnesota State High School League and Community Education sanctioned/sponsored activities payrate and arrangements for member districts will be made between the member district and the individual interpreter and paid directly to the interpreter by the member district. A list of interpreters willing to provide these services will be made available to member districts upon request.

Subd. 1. If the Outside of Regular Assignment Work Hours interpreting occurs immediately before or after the interpreter's workday, the interpreter shall be paid a minimum of one hour. If the assignment is longer than 1 hour, the interpreter shall be paid in increments of fifteen (15) minutes. If the interpreter is required to drive between member districts for the assignment, drive time will be included as work time.

Subd. 2. If the Outside of Regular Assignment Work Hours interpreting is not contiguous with the regular work day, the interpreter shall be paid a minimum of two hours plus the drive time equivalent of the end of the Regular Assignment Work Day location to the After Regular Assignment Work Hours location. Any hours worked after the two-hour minimum shall be paid in fifteen (15) minute increments.

Subd 3. If Outside of Regular Assignment Work Hours result in an interpreter's work week being greater than 40 hours, as per labor law, the interpreter shall be paid time and a half of their regular hourly rate for the hours over 40.

Subd. 4. Cancelled, Shortened, or Lengthened Schedules:

1. All interpreters will be paid for the full amount of time scheduled, even if the actual time worked is less than the full amount of time scheduled because of the outside assignment ending early or starting late. If the interpreter comes late or leaves early due to their own personal choices/schedule, time paid will be for the time worked.
2. In the event a student or client does not show up within or by thirty (30) minutes into the scheduled start time and thus the interpreter is no longer needed, the interpreter shall be paid for the one (1) hour of work.

Formatted: Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.75" + Indent at: 1"

ARTICLE VIII GROUP INSURANCE

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

Section 2. Health and Hospitalization Insurance:

Subd. 1. Individual Coverage: Effective July 1, ~~2022~~2024, the school district shall contribute a sum not to exceed ~~\$700-804~~ per month for each eligible employee employed by the school district who qualifies for and is enrolled in the school district group health and hospitalization plan. Effective January 1, ~~2023~~2025, the school district shall contribute a sum not to exceed ~~\$764-804~~ per month for each eligible employee employed by the school district who qualifies for and is enrolled in the school district group health and hospitalization plan. Effective January 1, ~~2024~~2026, the school district shall ~~contribute a sum not to exceed \$804 per month for each eligible employee employed by the school district who qualifies for and is enrolled in the school district group health and hospitalization plan~~ no longer offer this plan to employees. The cost of the premium not contributed by the school district shall be borne by the employee and paid by payroll deduction. This subdivision shall not apply to those eligible employees who select coverage under the high deductible health plan described in Subdivision 3.

Subd. 2. Dependent Coverage: Effective July 1, ~~2022~~2024, the school district shall contribute a sum not to exceed ~~\$1650-1784~~ per month for dependent coverage for each eligible employee employed by the school district who qualifies for and is enrolled in the school district group health and hospitalization plan and who qualifies for dependent coverage. Effective January 1, ~~2023~~2025, the school district shall contribute a sum not to exceed ~~\$1684-1784~~ per month for dependent coverage for each eligible employee employed by the school district who qualifies for and is enrolled in the school district group health and hospitalization plan and who qualifies for dependent coverage. Effective January 1, ~~2024~~2026, the school district shall ~~contribute a sum not to exceed \$1784 per month for dependent coverage for each eligible employee employed by the school district who qualifies for and is enrolled in the school district group health and hospitalization plan and who qualifies for dependent coverage~~ no longer offer this plan to employees. The cost of the premium not contributed by the school district shall be borne by the employee and paid by payroll deduction. In the event that the school district's contribution for family coverage is discriminatory or illegal, the union will hold the school district harmless and indemnify the school district from any and all action, suits, claims, damages, judgments and other forms of liability which any person may have or claim to have arising out of or by reason of the school district's contribution toward family coverage. This subdivision shall not apply to

those eligible employees who select coverage under the high deductible health plan described in Subdivision 4.

Subd. 3. Individual High Deductible ~~Medical~~ Coverage:

- a) Eligible employees shall have the option of enrolling in a high deductible coverage option of the school district's health and hospitalization plan. The high deductible coverage shall be a qualified high deductible health plan within the meaning of Section 223 of the Internal Revenue Code of 1986, as amended from time to time. Each eligible employee enrolled in the high deductible coverage shall be eligible for a contribution to a health savings account ("HSA") of such employee in accordance with the Intermediate School District No. 917 Flex Choice Plan (the "Flex Choice Plan"). Effective July 1, ~~2022~~2024, the total monthly contribution by the school district toward the cost of the premium of the high deductible coverage, the HSA contribution, and the HSA administrative fees attributable to such eligible employee shall not exceed ~~\$700~~804. Effective January 1, ~~2023~~2025, the total monthly contribution by the school district toward the cost of the premium of the high deductible coverage, the HSA contribution, and the HSA administrative fees attributable to such eligible employee shall not exceed ~~\$764~~804. Effective January 1, ~~2024~~2026, the total monthly contribution by the school district toward the cost of the premium of the high deductible coverage, the HSA contribution, and the HSA administrative fees attributable to such eligible employee shall not exceed \$804.
- b) The school district shall contribute toward the cost of the premium for each eligible employee employed by the school district who qualifies for and is enrolled in individual coverage under the high deductible coverage option of the school district's health and hospitalization plan a monthly amount equal to the total monthly contribution identified in subsection (a) minus the monthly HSA contribution identified in subsection (c) and the monthly HSA administrative fees.
- c) The school district shall contribute an amount equal to one-half of the applicable deductible to the HSA of each eligible employee employed by the school district who qualifies for and is enrolled in individual coverage under the high deductible coverage option of the school district's health and hospitalization plan. Such contributions shall be made monthly on a pro rata basis. Such employees shall also be eligible, through the Flex Choice Plan, to make pre-tax contributions to the HSA via salary reduction. The school district shall select the vendor of the HSA to which such contributions shall be made. Once deposited in an employee's HSA, such contributions, whether made by the school district or via salary reduction, shall not be subject to restriction by the school district and the employee may access and/or transfer such funds to a different HSA to the fullest extent permitted by law. Such employees also shall be eligible to participate in a Limited Scope Health Care Reimbursement Plan through the Flex Choice Plan, which shall allow reimbursement of medical expenses to the fullest extent permitted by law for an individual receiving contributions to an HSA.

Subd. 4. Family High Deductible ~~Medical~~ Coverage:

- a) Eligible employees shall have the option of enrolling in a high deductible coverage option of the school district's health and hospitalization plan. The high deductible coverage shall be a qualified high deductible health plan within the meaning of Section 223 of the Internal Revenue Code of 1986, as amended from time to time. Each eligible employee enrolled in the high deductible coverage shall be eligible for a contribution to a health savings account ("HSA") of such employee in accordance with the Intermediate School District No. 917 Flex Choice Plan (the "Flex Choice Plan"). Effective July 1, ~~2022~~2024, the total monthly contribution by the school district toward the cost of the premium of the high deductible coverage, the HSA contribution, and the HSA administrative fees attributable to such eligible employee shall not exceed ~~\$1650~~1784. Effective January 1, ~~2023~~2025, the total monthly contribution by the school district toward the cost of the premium of the high deductible coverage, the HSA contribution, and the HSA administrative fees attributable to such eligible employee shall not exceed ~~\$1684~~1900. Effective January 1, ~~2024~~2026, the total monthly contribution by the school district toward the cost of the premium of the high deductible coverage, the HSA contribution, and the HSA administrative fees attributable to such eligible employee shall not exceed ~~\$1784~~1975.
- b) The school district shall contribute toward the cost of the premium for each eligible employee employed by the school district who qualifies for and is enrolled in family coverage under the high deductible coverage option of the school district's health and hospitalization plan a monthly amount equal to the total monthly contribution identified in subsection (a) minus the monthly HSA contribution identified in subsection (c) and the monthly HSA administrative fees.
- c) The school district shall contribute an amount equal to one-half of the applicable deductible to the HSA of each eligible employee enrolled in the family high deductible coverage. Such contributions shall be made monthly on a pro rata basis. Such employees shall also be eligible, through the Flex Choice Plan, to make pre-tax contributions to the HSA via salary reduction. The school district shall select the vendor of the HSA to which such contributions shall be made. Once deposited in an employee's HSA, such contributions, whether made by the school district or via salary reduction, shall not be subject to restriction by the school district and the employee may access and/or transfer such funds to a different HSA to the fullest extent permitted by law. Such employees also shall be eligible to participate in a Limited Scope Health Care Reimbursement Plan through the Flex Choice Plan, which shall allow reimbursement of medical expenses to the fullest extent permitted by law for an individual receiving contributions to an HSA.

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

HSA contributions shall be effective coincident with the change in the type of coverage under the high deductible coverage option.

Section 3. Dental Insurance:

Subd. 1. Individual Coverage: Effective July 1, ~~2022~~2024, the school district shall contribute a sum not to exceed \$~~40-56~~ per month toward the cost of the premium for individual coverage for each eligible employee employed by the school district who qualifies for and is enrolled in the school district's dental insurance plan. ~~Effective January 1, 2023, the school district shall contribute a sum not to exceed \$56 per month toward the cost of the premium for individual coverage for each eligible employee employed by the school district who qualifies for and is enrolled in the school district's dental insurance plan.~~ The cost of the premium not contributed by the school district shall be borne by the employee and paid by payroll deduction.

Subd. 2. Dependent Coverage: Effective July 1, ~~2022~~2024, the school district shall contribute a sum not to exceed \$~~105-138~~ per month toward the cost of the premium for dependent coverage for each eligible employee employed by the school district who qualifies for and is enrolled in the school district's dental insurance plan and who qualifies for dependent coverage. ~~Effective January 1, 2023, the school district shall contribute a sum not to exceed \$138 per month toward the cost of the premium for dependent coverage for each eligible employee employed by the school district who qualifies for and is enrolled in the school district's dental insurance plan and who qualifies for dependent coverage.~~ The cost of the premium not contributed by the school district shall be borne by the employee and paid by payroll deduction.

Section 4. Group ~~Income Protection~~Long-Term Disability Insurance: The school district will pay each month 100 percent of the current premium for income protection insurance for each full-time interpreter. The income protection plan shall include the following:

1. Benefits begin after ninety (90) working days of total disability.
2. The monthly income benefit shall be 66-2/3 percent of basic monthly earnings (exclusive of any additional compensation from this district or any other source).

Section 5. Life Insurance: The school district will pay each month 100 percent of the life insurance premium for a \$80,000 term life insurance policy for each full-time interpreter. The value of this benefit will be included in the employee's taxable income as required by the Internal Revenue Code Section 79.

Section 6. Claims Against the School District: The parties agree that any description of insurance benefits contained in this Article is intended to be informational only and the eligibility of any interpreter for benefits shall be governed by the terms of the insurance policy purchased by the school district pursuant to this Article. It is further understood that the school district's only obligation is to purchase an insurance policy and pay such amounts as agreed herein and no claims shall be made against the school district as a result of a denial of insurance benefits by an insurance carrier.

Section 7. Duration of Insurance Contribution: An interpreter is eligible for contributions as provided in this Article as long as ~~he/she is~~they are a full-time employee of District No. 917. Upon termination of employment, all district contributions shall cease, except as otherwise provided by law. Employees who work the full school year and resign effective at the end of the school year, or are placed on unrequested leave of absence effective at the end of the school year, shall be eligible for school district contribution as provided in this article through August of the year of resignation or placement on unrequested leave.

Section 8. Eligibility: To be eligible for the benefits of this Article an employee must be a regular full-time employee employed at least 1,050 hours per year. For employees employed less than 1050 hours per year, but at least 550 hours per year, the school district will make a pro rata contribution.

ARTICLE IX LEAVES OF ABSENCE

Section 1. Sick Leave:

Subd. 1. All full-time interpreters ~~working 6.75 hours up to 8.0 hours per day shall have earn sick leave at the rate of twelve (12) days of Earned Sick and Safe Leave (ESSL) frontloaded at the beginning of the school year, which may all be used in accordance with Minnesota State Statute 181.9445 through 181.9448 that outlines mandatory Earned Sick & Safe Time for Minnesota employers. for each year of service in the employ of the school district. All full-time interpreters shall be given a credit of the number of sick days earned at the beginning of each year of employment. If in the event that an employee leaves the school district before the completion of the school year, one day of sick leave shall be deducted from the accumulated sick leave total for each month that the employee did not work during the school year. The employee will be liable to the school district for any sick leave pay granted to the employee for which they were not eligible by leaving the employment of the school district before completion of their school year. Employees who take medical or parental leave of absence, under this article, shall not have their Earned Sick and Safe Leave (ESSL) prorated.~~

Subd. 2. Employees working 6.25 or 6.5 hours per day shall have 80 hours of Earned Sick and Safe Leave (ESSL) frontloaded at the beginning of the school year, which may all be used in accordance with Minnesota State Statute 181.9445 through 181.9448 that outlines mandatory Earned Sick & Safe Time for Minnesota employers. Employees who take medical or parental leave of absence, under this article, shall not have their Earned Sick and Safe Leave (ESSL) prorated.

Subd. 3. Employees working 6.0 hours per day or less, as well as part-time and job share employees will accrue Earned Sick and Safe Leave (ESSL) days on a pro-rata basis based on the employee's total days/hours worked compared to a full-time employee, which may all be used in accordance with Minnesota State Statute 181.9445 through 181.9448 that outlines mandatory Earned Sick & Safe Time for Minnesota employers. Employees who take medical or parental leave of absence, under this article, shall not have their Earned Sick and Safe Leave (ESSL) prorated.

Formatted: Underline

Subd. 4. For the purposes of consistency of contracts and policies referring to paid time off, such as time off allotted for illness or medical/dental appointments, as “leave” types, time off aligned with Minnesota’s Earned Sick and Safe Time statutes shall be referred to as “Earned Sick and Safe Leave” or “ESSL.”

Subd. 25. ~~Unused~~ At the end of each school year, unused ESSL will be rolled into a personal sick leave days bank to the extent permitted by law. Sick leave days may accumulate without limit.

Subd. 36. Upon the fourth (4th) day of absence due to illness, or when there is probable cause to support the belief that an employee is misrepresenting the use of leave for illness, the District may require an employee to furnish a medical certificate from a qualified medical provider indicating the absence was due to illness or disability in order to qualify for sick leave pay. Requests for documentation following the use of ESSL will adhere to state statute. In the event that a medical certificate will be required, the employee will be so advised. ~~The School Board may require an interpreter to furnish a medical certificate from a qualified physician as evidence of illness, indicating such absence was due to illness, in order to qualify for sick leave pay. However, the final determination as to the eligibility of an interpreter for sick leave is reserved to the School Board.~~

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

Subd. 57. ESSL and sick leave allowed shall be deducted from the leave days earned by the employee. Should an employee’s reason for absence qualify for both sick leave and ESSL, the employee shall have the option to use either leave type by selecting that leave during their entry into the district’s absence management system. Sick leave allowed shall be deducted from the accrued sick leave days earned by the interpreter.

Subd. 68. Sick leave pay shall be approved ~~only~~ upon ~~submission of a signed~~ request.

Subd. 79. An interpreter who is entitled to ESSL/sick leave pay, who is then receiving Workers Compensation, may not be paid ESSL/sick leave pay in an amount greater than the difference between such Workers Compensation and ~~his/her~~their basic salary.

Section 2. Medical Leave

Subd. 1. Personal Medical Leave of Absence: An employee who is unable to work because of a personal illness or disability may, upon written request to human resources per procedure outlined on the School District’s website, be granted a medical leave of absence. Such leave shall run concurrently, that is at the same time, with Family Medical Leave Act (FMLA) provisions, if the employee is eligible under FMLA as noted in subdivision two (2) of this section. The employee’s accrued paid leave must be exhausted before the employee transitions to an unpaid personal medical leave of absence.

Maternity-Pregnancy Leave: The start of a personal physical disability absence for prenatal care, pregnancy, delivery, and recovery from childbirth shall be determined by the

employee's physician. The end of a personal physical disability absence for childbirth shall also be determined by the employee's physician. This must be communicated to the School District in writing. Leaves extending beyond the physician's documentation shall fall under parental leave and may be eligible under the Family Medical Leave Act as noted in subdivision two (2) of this section.

Subd. 2. Family Medical Leave of Absence: In accordance with the Family Medical Leave Act (FMLA), eligible employees are entitled to twelve (12) workweeks of unpaid leave within a rolling twelve (12)-month period. Non-contract days, such as non-duty days, shall not count toward the twelve (12) workweeks and accrued paid leave shall not be deducted.

- a) FMLA Eligibility: Over the twelve (12) months prior to leave, employees must have been employed with the School District for at least twelve (12) months and worked 1,250 hours within the twelve (12)-month period preceding the leave. Any use of vacation, sick leave, or unpaid time off (non-duty days) are not be counted toward the 1,250-hour benchmark.
- b) Pursuant to law, FMLA Leave shall be granted for any of the following reasons:
 - i. The employee's own serious health condition, as defined by the FMLA.
 - ii. The employee's need to care for an immediate family member (spouse, child, parent) with a serious health condition, as defined by the FMLA.
 - iii. The placement (adoption or foster care) or birth of a child up to one year after the child's birth or placement.
- c) FMLA Leave will run concurrently, that is at the same time, with any paid leave and any and all of the employee's accrued paid leave must be exhausted before the employee transitions to an unpaid leave of absence.
- d) Spouses who work for the School District shall be allowed a combined total of twelve (12) weeks unpaid FMLA leave during any twelve (12)-month period for the birth or adoption of a child, or to care for a parent's serious health condition. However, the combined limitation does not apply to FMLA leave taken by one spouse in the School District to care for the other spouse in the School District.

Subd. 3. Notification and Request for Medical Leave: An employee must give written notice to human resources requesting a medical leave of absence at least three (3) calendar months before the beginning of the requested medical leave or within 24 hours of receipt of notice of arrival of an adopted child, if notice is received less than three (3) calendar months before the leave start date, or as soon as possible following the onset of a serious health condition. The request for medical leave shall adhere to procedure outlined on the School District's website.

Subd. 4. Medical Verification: The employee shall be required to provide the School District with medical verification from a qualified healthcare provider for their own or the family member's serious health condition when requesting the leave of absence.

Subd. 5. Returning from Medical Leave: An employee on a medical leave of absence under this Section must notify human resources or his/her/their administrative designee in writing, at least one (1) week prior to his/her/their intention to return from leave.

- a) If the employee is returning from a personal medical leave of absence, the employee must also provide medical verification from a qualified healthcare provider of the employee's release from medical restrictions allowing them to return to full capacity at work.

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

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

Subd. 6. Probationary Period: Periods of time for which the employee is on medical leave may extend the employee's probationary period pursuant to Minnesota Statute (122A.41, Subdivision 1).

Section 3. Parental Leave

Subd. 1. An employee shall be afforded a parental leave of absence of no more than twelve (12) months in duration for the care of a newborn child or an adopted child, provided that the employee is caring for the child on a full-time basis. The parental leave will run concurrently, that is at the same time, as family medical leave should the leave be an FMLA-qualified leave of absence.

Subd. 2. Notification and Request for Parental Leave: An employee shall give written notice to human resources, per procedure outlined on the School District's website, requesting a parental leave of absence at least three (3) calendar months before the beginning of the requested leave or within 24 hours of receipt of notice of the arrival of an adopted child, if notice is received less than three (3) calendar months before the leave start date.

Subd. 3. Returning from Parental Leave: For partial school year leaves, an employee on a parental leave of absence under this Section must confirm with human resources his/her/their intention to return from parental leave at least two (2) weeks prior to his/her/their approved leave end date. For full school-year leaves, an employee on a parental leave of absence under this Section must confirm with human resources or his/her/their administrative designee in writing, his/her/their intention to return from parental leave in July of the next fiscal year by April 1 of the leave fiscal year.

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

Subd. 4. Failure of the employee to return from a parental leave pursuant to the agreed upon return date with the School District, may constitute job abandonment and be grounds for termination.

Subd. 5. The School District may adjust the proposed beginning or end date of a parental leave to coincide with a natural break in the school year.

Subd. 6. Probationary Period: Periods of time for which the employee is on parental leave may extend the employee's probationary period pursuant to Minnesota Statute (122A.41, Subdivision 1).

Section 4. Civic Duty/Military Leave

Subd. 1. Jury Duty: An employee summoned to serve on a jury shall request to be excused from such jury service. Employees who are not excused will be permitted time off without the loss of pay contingent upon the employee reimbursing the School District any fees / per diem received from the court for said jury duty. If/when an employee is dismissed from jury duty, the employee must return to work. Any allowable expenses reimbursed by the court, such as mileage, parking, and meals, may be retained and are the sole responsibility of the employee to seek through the court. The District shall assume no responsibility to seek reimbursement, nor pay reimbursement for said expenses.

Subd. 2. Subpoenaed Witness: An employee subpoenaed in cases involving the School District or students (e.g., a parent custody case) served within the School District, will be permitted time off without the loss of pay and will be allowed to retain any allowable expenses reimbursed by the court. An employee subpoenaed in cases unrelated to the School District, will be permitted time off and use of paid or unpaid leave will be at the discretion of the Superintendent. Any allowable expenses reimbursed by the court, such as mileage, parking, and meals, may be retained and are the sole responsibility of the employee to seek through the court. The District shall assume no responsibility to seek reimbursement, nor pay reimbursement for said expenses.

Subd. 3. Military: Military leave shall be granted pursuant to State and Federal laws.

Section 5. General Unpaid Personal Leave

Subd. 1. An employee shall be afforded a general unpaid personal leave of absence, subject to the provisions in this section and District policy 464, through written request from the employee to the Superintendent. Any leave within this section must also be approved by the School Board if it extends beyond five (5) days. The granting of such leave shall be at the sole discretion of the School Board.

A general leave may be granted by the School Board for extended personal illness, extended illness of the employee's immediate family member, additional educational requirements, or other reasons acceptable to the School Board.

Subd. 2. A general leave of absence pursuant to this section shall be leave without pay and the employee will not be permitted to use accrued leave to subsidize his/her/their general leave of absence.

Subd. 3. An employee on an approved general leave of absence for a full school year or the spring semester of the school year, shall notify the Superintendent in writing of his/her/their 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/their intention to return from general leave at least one (1) month prior to his/her/their approved leave end date.

Section 6. Insurance Implications

Subd. 1. Qualified FMLA Leaves: An employee on a leave under this article that qualifies per the Family Medical Leave Act (FMLA) is eligible to continue to participate in group insurance programs, if permitted under the insurance policy provisions, and shall continue to pay the employee contribution to the insurance premium for any month during which the FMLA-qualified leave falls.

Subd. 2. Other Leaves: For leaves under this article that do not qualify per the FMLA, the employee shall pay the full insurance premium (School District and employee contributions) for any month in which the employee does not work at least one (1) day.

Subd. 3. Payment: The employee is responsible for paying the School District business office the monthly amounts due for any insurance programs the employee wishes to retain in advance of the end of the corresponding month on such a date determined by the School District. However, the employee may elect to discontinue insurance programs. The right to continue participation in such group insurance programs shall automatically discontinue upon termination of employment, except as otherwise provided by law.

Section 7. Accrued Benefits:

Subd. 1. Employees on Medical or Parental Leaves: An employee on a medical or parental leave under this article shall retain his/her/their number of personal and sick leave days, and other accrued benefits, if any, up to the date that the employee went on leave for use during the employee's leave of absence, as noted in sections two (2) and three (3) of this article, and accrual will continue so long as the employee is using paid leave. No additional paid leave days, or other benefits shall accrue for the period of time that the employee is on unpaid leave.

Formatted: Underline

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

Formatted: Underline

Section 8. Failure to Return to Work from a Leave of Absence: Failure of the employee to return to work from a leave of absence pursuant to this Article shall constitute grounds for termination by the school district.

Section 9. Bereavement/Death and Illness:

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

Subd. 2. Upon approval of the superintendent or ~~his/her~~their designee, up to twenty (20) days sick leave per year will be granted for the illness or injury of the following: employee's spouse or parent or spouse's parent, or child over 18, or grandchild or sibling and/or grandparent and/or step-parent. An employee may use one (1) day of accumulated sick leave for each day of illness or disability of the employee's child who is less than eighteen (18) years old, for such reasonable periods as the employee's attendance with the child may be necessary, on the same terms the employee is able to use sick leave benefits for the employee's own illness (Minn. Stat. § 181.9413)

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

Section 10. Personal Leave:

Subd. 1. Eligibility: Employees will receive personal leave days per the following schedule:

In year one (1) of continuous employment:	1 day
In years two (2) through four (4) of continuous employment:	2 days
In years five (5) and beyond of continuous employment:	3 days

~~Continuous employment applied to employees hired after July 1, 2018.~~ Personal leave shall be allowed to accumulate to a total of five (5) days.

- A. Employees in their first year of employment, eligible for one (1) day of personal leave, may be granted time off for extraordinary circumstances in emergency situations if their personal leave has been used. Such days will be deducted from accumulated sick leave.
- B. An employee may be granted leave without pay at the sole discretion of the superintendent, in accordance with school board policy.

Formatted: Justified

Subd. 2. The use of a personal leave day is subject to the approval of the School District to ensure a minimum of disruption for the educational program. Accordingly, the following limitations shall apply:

A. ~~A personal leave day normally shall not be granted for the day preceding or the day following holidays or vacation periods and the first and last ten (10) duty days of the school year. A personal leave day normally shall not be granted for the day preceding or the day following Minnesota Educators' Academy (MEA) break, the long weekend that includes the fourth (4th) Thursday in November, winter break, or spring break, or any in-service/professional development days, and the first ten (10) and last ten (10) student contact days of the school year. When the licensed staff duty day calendar includes a staff inservice or conference day that is not required for employees in this contract, the day preceding or the day following are eligible for use of personal leave.~~

Formatted: Justified

B. Personal leave requests may be denied on a particular day, if other employees in the same bargaining unit have already been granted personal leave which would be disruptive of the functioning of the particular program. In addition, personal leave requests will not be approved for more than one (1) interpreter on any given day.

B-C. ~~Requests for exceptions to the expectations herein require the approval of the superintendent or their designee through a review process. Employees seeking exceptions to use personal leave during the restricted periods listed above must reach out to the Director of Human Resources.~~

Formatted: List Paragraph, No bullets or numbering

Subd. 3. At the beginning of each contract year, employees will be credited with the number of days of personal leave specified in Subd. 1 herein. Those interpreters who have accumulated three (3) days of personal leave or more prior to the beginning of any contract year shall receive a lump sum payment of \$100.00 for each day beyond five for which they become eligible in lieu of being granted additional days beyond five.

Subd. 4. Usage of personal leave shall be requested as early as practicable and normally ~~at least one (1) week~~ a minimum of three (3) days in advance.

Sub. 5. The first year of employment shall be defined as any days of employment prior to the last student day of the regular school calendar in the first employment agreement. The next regular school calendar becomes the second year of employment.

Section 11. Attendance Incentive Pay: Employees, employed from the first staff workday of the school year through December 31, who use three (3) or less paid sick leave days (ESSL and/or sick) during this period will receive a \$250 stipend on their February 15 paycheck. Employees, employed from January 1 through the last staff workday of the school year, who use four (4) or less paid sick leave days (ESSL and/or sick) during this period will receive a \$750 stipend on their September 15 paycheck, upon returning for the next school year. Retirees who use six (6) or less paid sick leave days (ESSL and/or sick) between January 1 and the last staff workday of the school year will receive a \$750 stipend on their June 30 paycheck.

Formatted: Justified, Indent: Left: 0"

ARTICLE X PROBATIONARY PERIOD

Section 1. Probationary Period: An employee, under the provisions of this Agreement, who is certified (EIPA score of 4.0 or NAD- or RID-, or NIC-certified) shall serve a probationary period of one (1) school year of continuous employment during which time the school district shall have the unqualified right to suspend without pay, discharge or otherwise discipline such employee. An employee, under the provisions of this Agreement, who is not certified at the beginning of their second year of continuous employment shall serve a probationary period of two (2) school years of continuous employment or until they reach Minnesota certification, whichever occurs first, during which time the school district shall have the unqualified right to suspend without pay, discharge, or otherwise discipline such employee. An employee employed prior to July 6, 2004, shall retain the previous probationary period of one school year of continuous employment.

Section 2. Completion of Probationary Period: An employee who has completed the probationary period may be suspended without pay, discharged or disciplined only for just cause by the school district in accordance with Article XI of this Agreement.

ARTICLE XI EMPLOYEE SUPERVISION

Section 1. Employee Improvement Plans:

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

Subd. 2. The purpose of an employee improvement plan is to improve the employee's performance up to the standards and expectations of the school district. Should the employee fail to raise ~~his/her~~their level of performance to the school district's expectations, or the behavior issues continue, the school district may resort to the disciplinary measures delineated in Section 2 of this Article.

Subd. 3. All employee improvement plans will be placed in the employee's personnel file along with any notations as to the employee's progress in improving performance.

Section 2. Employee Discipline:

Subd. 1. Employee discipline is the school district's process for assuring compliance with the terms and conditions of the collective bargaining agreement, Board policies and rules, directives issued by the employee's supervisors or other administrators, and generally accepted norms of behavior. Discipline is intended to correct unacceptable behavior and improve performance. The school district shall render disciplinary measures only for just cause and shall ensure that employee rights to "due process" are protected.

Subd. 2. Oral or Written Reprimands. The school district shall typically follow a progressive discipline approach as outlined in this Article depending upon the gravity of the misconduct or the level of performance issues. The school district may, at its sole discretion, move immediately to a higher level of discipline, depending upon the severity of the misconduct or lack of performance.

- a) Oral Reprimand. Oral reprimands may be issued to employees in the event of relatively minor infractions. Oral reprimands shall not be grievable under Article XIV of this agreement. Oral reprimands shall not be documented in the employee's official personnel file.
- b) Written Reprimand. Written reprimands (Notices of Deficiency) may be issued by the school district for more serious misconduct or when oral warnings have not corrected the employee's behavior or performance. Written reprimands will be placed in the employee's personnel file. Employees may respond in writing to written reprimands and such responses shall be placed in the employee's official personnel file. Written reprimands are grievable under Article XIV of this Agreement. The standards of review are whether or not any material in the employee's official personnel file is false or inaccurate or is without just cause. Any material found through the grievance procedure to be false or inaccurate or without just cause shall be expunged from the employee's official personnel file.

Subd. 3. Suspension.

- a) An employee may be suspended without pay for grounds as described in Minn. Stat. Section 122A.40, Subd. 9(a) through (e) or Minn. Stat. Section 122A.40, Subd. 13 (1) through (6). Any suspension is subject to the grievance procedure under Article XIV of this Agreement. Additionally, an employee may be suspended without pay when other disciplinary measures have been applied without sufficient positive result, or for other willful violations of District policies or directives.
- b) Suspension shall take effect upon written notification from the Superintendent of Schools to the employee stating the grounds for suspension. The employee shall have the right to invoke the grievance procedures set forth in Article XIV of this Agreement at the arbitration level provided written notification requesting arbitration is received by the superintendent within fifteen (15) days after receipt of the written notice of suspension.
- c) The suspension shall take effect upon receipt by the employee of the written notice of suspension or shall take effect as otherwise indicated in the written notice of suspension. The suspension shall continue in effect for the time period provided in the written notice or as otherwise decided by the school board, but not to exceed a period of thirty (30) workdays.

Subd. 4. Termination for Cause.

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

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

ARTICLE XII

SENIORITY

Section 1. Seniority: The parties recognize the principle of seniority in the application of this Agreement concerning reduction or increase in force, and reduction of working time, within qualification areas as defined by the school district. For purposes of this Article, the school district reserves the right to define reasonable qualifications within reasonable program areas and program skills. The exercise of seniority, therefore, shall be subject to the employee's qualifications within said areas.

Section 2. Seniority Date: An employee shall acquire a seniority date upon completion of the probationary period as defined in this Agreement and upon acquiring seniority the seniority date shall relate back to the date of original hire. If more than one employee is hired on the same date, the tie shall be broken by lot.

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

Section 4. Seniority List: There shall be two separate seniority lists and an employee shall have seniority rights only within the list that they are qualified for pursuant to this section. An employee

shall acquire seniority either as a sign language interpreter or as a cued language transliterator. To be eligible on the seniority list, an employee must have the appropriate certification and have been assigned by the school district as either a sign language interpreter or cued language transliterator. To be eligible on the seniority list, an employee must have the appropriate certification and have been assigned by the school district as either an interpreter/transliterator or cued speech transliterator. An employee who meets both of those qualifications may appear on both seniority lists. An employee shall not exercise seniority in one of the two positions unless the employee is eligible on the particular list. Effective July 1, 2000, all sign language interpreters or as a cued language transliterators who have the certification within one or both areas shall be senior to anyone else on the list who does not have such certification. However, the employee without certification will retain ~~his/her~~their original seniority date and upon obtaining certification will have seniority consistent with the original seniority date. For purposes of this section, a sign language interpreter must be certified by Registry of Interpreters for the Deaf (RID), National Association of the Deaf (NAD) or Educational Interpreter Performance Assessment (EIPA). Certification for a cued language transliterator shall be by certification from Testing, Evaluation and Certification Unit (TECUnit). If Minnesota Statute recognizes a new certification testing organization, that certification shall apply here.

Section 5. School District Discretion: Effective July 1, 2000, the school district reserves the right to place on layoff any employee who is not certified and replace such employee with a certified employee if financial aids are negatively affected because of lack of certification.

Section 6. Seniority List Posting: Seniority lists shall be published no later than February 15 each year. The list shall indicate the employees' seniority date and position. The list shall be distributed to the union members via email.

ARTICLE XIII MISCELLANEOUS

Section 1. Travel Expense and Mileage Reimbursement:

Subd. 1. Interpreters required by the school district to use their own vehicles in the performance of their duties shall be reimbursed for such travel at the rate as prescribed by School Board policy.

Subd. 2. In the event that an interpreter is obliged to travel to diverse job sites during the course of the employee's duty day, the School District shall reimburse the employee at the School District's approved mileage rate. Mileage reimbursement shall not apply towards the employee's mileage from home to the initial assignment location at the beginning of the day, nor from the last assignment location to the employee's home at the end of the day.

Section 3. Registry of Certified Interpreters and Transl iterators: Sign language interpreters who verify their testing for a Certificate of Interpretation issued by the Registry of Interpreters for the Deaf (RID), National Association of the Deaf (NAD) or Educational Interpreter Performance Assessment (EIPA) or for cued language transl iterators certification from Testing, Evaluation and Certification Unit (TECUnit) shall, upon such completion of any test, be reimbursed for the testing costs in an actual amount, not to exceed a total of

\$550 per interpreter. If Minnesota Statute recognizes a new certification testing organization, that certification shall apply here.

Section 4. Certification Maintenance Program/Annual Registration: For interpreters certified by the Registry of Interpreters for the Deaf and for Cued English Translators Certified by the Testing, Evaluation, and Certification Unit who verify their certification, the maintenance fee and annual registration, these employees will be reimbursed by the district as follows:

- a) On an annual basis. interpreters can request reimbursement for up to \$165.
- b) On an annual basis, transliterators can request reimbursement for up to \$100.

ARTICLE XIV GRIEVANCE PROCEDURE

Section 1. Grievance Definition: A "grievance" shall mean an allegation by an employee resulting in a dispute or disagreement between the employee and the school district as to the interpretation or application of terms and conditions of employment insofar as such matters are contained in this Agreement.

Section 2. Representative: The employee, administrator or school district may be represented during any step of the procedure by any person or agent designated by such parties to this Agreement to act in their behalf.

Section 3. Definitions and Interpretations:

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

Subd. 2. Days: Reference to days regarding time periods in this procedure shall refer to calendar days.

Subd. 3. Filing and Postmark: The filing or service of any notice or document herein shall be timely if it is personally served or if it bears a certified postmark of the United States Postal Service within the time period.

Section 4. Time Limitation and Waiver: Grievances shall not be valid for consideration unless the grievance is submitted in writing to the school district's designee, setting forth the facts and specific provision of the Agreement allegedly violated and the particular relief sought within twenty (20) days after the date the event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereinafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the employee and the school district's designee.

Section 5. Adjustments of Grievance: The school district and the employee shall attempt to adjust all grievances which may arise during the course of employment of any employee within the school district in the following manner:

Subd. 1. Level I: If the grievance is not resolved through informal discussions, the school district designee shall give a written decision on the grievance to the parties involved within ten (10) days after receipt of the written grievance.

Subd. 2. Level II: In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the superintendent of schools, provided such appeal is made in writing within five (5) days after receipt of the decision in Level I. If a grievance is properly appealed to the superintendent, the superintendent or ~~his/her~~their designee shall set a time to meet regarding the grievance within fifteen (15) days after receipt of the appeal. Within ten (10) days after the meeting the superintendent or ~~his/her~~their designee shall issue a decision in writing to the parties involved.

Section 6. School Board Review: The School Board reserves the right to review any decision issued under Level I or Level II of this procedure provided the School Board or its representative notifies the parties of its intention to review within ten (10) days after the decision has been rendered. In the event the School Board reviews a grievance under this section, the School Board reserves the right to reverse or modify such decision.

Section 7. Denial of Grievance: Failure by the school district or its representative to issue a decision within the time periods provided herein shall constitute a denial of the grievance and the employee may appeal it to the next level.

Section 8. Arbitration Procedures: In the event that the employee and the school district are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein.

Subd. 1. Request: A request to submit a grievance to arbitration must be in writing signed by the aggrieved party, and such request must be filed in the office of the superintendent within ten (10) days following the decision in Level I or School Board review, whichever is applicable, of the grievance procedure.

Subd. 2. Prior Procedure Required: No grievance shall be considered by the arbitrator which has not been first duly processed in accordance with the grievance procedure and appeal provisions.

Subd. 3. Selection of Arbitrator: Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within ten (10) days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the BMS to appoint an arbitrator pursuant to the PELRA providing such request is made within twenty (20) days after the request for arbitration. The request shall ask that the appointment be made within thirty (30) days after the receipt of said request. Failure to agree upon an arbitrator or the failure to request an arbitrator from the BMS within the time periods provided herein shall constitute a waiver of the grievance.

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

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

Subd. 6. Expenses: Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party or if the request is mutual, the cost shall be shared. The parties shall share equally fees and expenses of the arbitrator and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration.

Subd. 7. Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written Agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein; nor shall the jurisdiction of the arbitrator extend to matters limited or excluded by PELRA of 1971.

Section 9. Grievance Form: A form which must be used for filing grievances shall be provided by the school district (Attachment A). Such form shall be readily accessible in all school buildings.

Section 10. Election of Remedies and Waiver: A party instituting any action, proceeding or complaint in a federal or state court of law, or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this Article. Upon instituting a proceeding in another forum as outlined herein, the employee shall waive ~~his/her~~their right to initiate a grievance pursuant to this Article, or, if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived. This section shall not apply to actions to compel arbitration as provided in this Agreement or to enforce the award of an arbitrator.

ARTICLE XV SEVERANCE/EARLY RETIREMENT

Section 1. Retiree Health Coverage: Health coverage following the termination of employment shall be made available to the extent required under, and in accordance with, Minnesota Statutes

Formatted: No underline

Section 471.61, subd. 2b. The District makes no contribution towards the premium cost of such coverage.

Section 2. Cut-off Date: The benefits of this article shall not apply to a member of this group employed after July 1, 2020.

Formatted: No underline

Section 3. Eligibility: Full-time employees who have completed at least fifteen (15) years of continuous service with the School District, and who are at least fifty-five (55) years of age, or have completed thirty (30) years of service with the School District shall be eligible for severance pay pursuant to the provisions of this Article upon submission of a written resignation accepted by the School Board. Severance pay shall not be granted to any employee who is discharged for cause by the School District.

Section 2. Amount of Severance: Eligible employees, upon retirement, shall receive as severance pay unused sick leave days, not to exceed thirty-five (35) days. ~~The amount of severance payment under this Article shall be reduced by the amount of the School District matching 403b contributions made under Article XVI, Section 2, effective July 6, 2004.~~

Section 3. Method of Pay-out:

- a) Subject to the limitations listed below, the school district will contribute an amount equal to the value of the employee's severance pay directly into the School Board approved 403b vendor account. The retiree will not receive any direct payment from the school district for the severance pay.
- b) The school district's annual contribution into the School Board approved 403b vendor account must not exceed the IRS contribution limit. If the amount calculated in A exceeds the available limits in the year of separation, the excess amount will be paid out in cash and not be tax sheltered.
- c) The school district contribution(s) (into the approved 403b vendor account) will be made according to the same timeline as was provided for the direct payment of the severance pay.
- d) The school district will make the severance pay contributions to the School Board approved 403b vendor. For purposes of calculating the maximum deferral limit, the school district will provide the retiree or approved vendor with contribution information for the previous twelve (12) months of employment. The vendor agrees to calculate the maximum deferral limit.

Section 4. Notice: To be eligible for the benefits of this section, unless waived by the School District, an employee must notify the School District not less than 45 calendar days prior to the proposed retirement date.

ARTICLE XVI 403b MATCHING CONTRIBUTION

Section 1. Eligibility: To be eligible for contribution under this Article, an employee must have completed one (1) year of employment in the District to be eligible for contribution in the employee's second year of service. The first year of employment shall be defined as any days of employment prior to the last student day of the regular school calendar in the first employment agreement. The next regular school calendar becomes the second year of employment. Further, to be eligible for this contribution an employee must be regularly employed at least 1110 hours during the contract year, and such benefits shall not apply to substitute employees. For employees employed less than 1110 hours, but at least 550 hours per year, the school district shall make a contribution according to Section 2 below.

Section 2. Contribution. Effective July 1, ~~2020~~2024, the school district will match the employee contribution up to a maximum as listed in the following schedule for full time employees, according to year of continuous employment. For eligible employees as defined in Section 1, employed less than full time, the school district will make a 50% matching contribution, as listed in the following schedule. ~~(Continuous only applies to persons hired after July 1, 2018.)~~

<u>Continuous Years of Employment in District</u>	<u>1110+hrs/yr</u>	<u>550-1109 hrs/yr</u>
2-4	\$250	\$125
5	\$400	\$200
6-9	\$550	\$275
10-15	\$700	\$350
16+	\$850	\$425

Section 3. Authorization Agreement. A salary reduction authorization agreement must be completed by the eligible employee by October 1 of the current year, for the employee to participate in the 403b matching contribution plan.

Section 4. Unpaid Leaves. Employees on unpaid leaves may not participate in the matching program while on leave.

Section 5. Matching Requirement. The School District's contribution, in any event, shall not exceed the employee's matching contribution within the limitations of this Article.

ARTICLE XVII DURATION

Section 1. Term and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing July 1, ~~2022~~2024, through June 30, ~~2024~~2026, and thereafter pursuant to PELRA. If either party desires to modify or amend this Agreement commencing on July 1, ~~2024~~2026, it shall give written notice of such intent no later than May 1, ~~2024~~2026. Unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety (90) days prior to the expiration of this Agreement.

Section 2. Effect: This Agreement constitutes the full and complete agreement between the school district and the union representing the interpreters of the school district. The provisions herein relating to terms and conditions of employment supersede any and all prior agreements, resolutions,

practices, school district policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

Section 3. Finality: Any matters relating to the current contract term, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement.

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

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

DAKOTA COUNTY FEDERATION
OF INTERPRETERS
LOCAL #3904A

INTERMEDIATE SCHOOL DISTRICT 917

President

Chair

Clerk

Dated: ~~September 6, 2022~~
2022

Dated: ~~September 6,~~

SCHEDULE A

SIGN LANGUAGE INTERPRETERS
~~2022~~2024-2023-2025 SALARY SCHEDULE

STEP NUMBER	NON- CERTIFIED	CERTIFIED OR 3.7 OR HIGHER ON THE EIPA TEST	CERT + BA/BS OR BA/BS + 3.7 OR HIGHER ON THE EIPA TEST
	RANGE 1 (A)	RANGE 2 (B)	RANGE 3 (C)
1	24.03	25.56	26.51
2	24.62	26.13	27.07
3	25.18	26.7	27.64
4	25.75	27.29	28.22
5	26.32	27.81	28.78
6	26.90	28.39	29.36
7		28.96	29.91
8		29.54	30.46
9		30.09	31.04

2024-2025 School Year		
	Range 1	Range 2
Steps	Non-Certified	Certified
1	\$27.00	\$31.00
2	\$27.58	\$31.58
3	\$28.16	\$32.16
4	\$28.74	\$32.74
5	\$29.32	\$33.32
6	\$29.90	\$33.90
7		\$34.48

Formatted Table

Formatted Table

|

8		\$35.06
9		\$35.64

SCHEDULE B

SIGN LANGUAGE INTERPRETERS

~~2023~~2025-2024~~2026~~ SALARY SCHEDULE

STEP NUMBER	NON- CERTIFIED	CERTIFIED OR 3.7 OR HIGHER ON THE EIPA TEST	CERT + BA/BS OR BA/BS + 3.7 OR HIGHER ON THE EIPA TEST
	RANGE 1 (A)	RANGE 2 (B)	RANGE 3 (C)
1	24.36	25.92	26.88
2	24.96	26.49	27.45
3	25.54	27.07	28.03
4	26.11	27.67	28.61
5	26.69	28.2	29.18
6	27.28	28.79	29.77
7		29.37	30.33
8		29.95	30.89
9		30.51	31.48

2025-2026 School Year		
	Range 1	Range 2
Steps	Non- Certified	Certified
1	\$27.81	\$31.93
2	\$28.41	\$32.53
3	\$29.00	\$33.12
4	\$29.60	\$33.72
5	\$30.20	\$34.32
6	\$30.80	\$34.92
7		\$35.51
8		\$36.11
9		\$36.71

Formatted Table

Formatted Table

ATTACHMENT A
GRIEVANCE REPORT FORM
INTERMEDIATE SCHOOL DISTRICT 917

Name: _____

Building: _____

Date Grievance Occurred:

Statement of Facts:

Specific Provisions of Agreement Allegedly Violated:

Particular Relief Sought:

Date: _____

Signature of Grievant



Intermediate School District 917

Purposeful. Personalized. Partners.

1300 145th Street East, Rosemount, MN 55068

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

To: ISD 917 School Board

Date: June 26, 2024

Re: Summary of Changes for Sign Language Interpreter 2024-2026 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 19.65% over two years (2024-2025 and 2025-2026). MSBA is 17.79%.
2. Changed gendered language to gender-inclusive language throughout the contract.
3. Added language specifying that interpreters will have input into one (1) of their two (2) professional development days.
4. Salary schedule changes:
 - a. The two (2) certified lanes were collapsed into one (1) lane, where certification is the key pay distinguisher rather than certification plus a 4-year degree. This was done to match our competitors in the market and focus on the main goal, which is obtaining certified interpreters. The salary schedule is two (2) lanes: non-certified and certified.
 - i. **2024-2025:** Cells on the salary schedule changed between 9.6% and 15.33%.
 1. This was done as a market adjustment as the district was much lower than some of our competitors, who often recruit our staff.
 - ii. **2025-2026:** Salary schedule increased by 3.0% compared to 2024-2025.
 - iii. As a reference, when interpreter positions are not filled, the cost for an agency interpreter is \$500/day. Additionally, according to recent predictions, [Minnesota is poised to lose 40% of its interpreters](#) within the next five years.
 - b. A tier for employees who have worked 7-9 years continuously in the district was added to longevity at an extra \$1.00 per hour, to help retain staff.
5. The lead interpreter stipend was increased from \$500 to \$1000 due to the point below.
6. A float interpreter stipend of \$1000 was added to incentivize interpreters to take this much-needed position, which covers absences, but is often the least desired position. A clause was incorporated for part-year assignments and resignations.
7. A uniform stipend of \$100 annually was added to cover the cost of clothing required for the position and to compete with others in the market that offer this small incentive.
8. Language was changed in terms of interpreters working outside of their regular assignment to take into consideration the impact of working extended hours and to put into contract language the practices already in place.

ISD 917 Vision

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

ISD 917 Core Values

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



Intermediate School District 917

Purposeful. Personalized. Partners.

1300 145th Street East, Rosemount, MN 55068

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

9. Benefits changes:

- a. Both the individual and family copay coverage option was dropped for January 2026.
- b. HSA medical insurance changes:
 - i. No increase to individual insurance contributions.
 - ii. Increase to family insurance contributions from \$1784 in 2024, to \$1900 in 2025, to \$1975 in 2026.
- c. Dental insurance information remained the same, but language was simplified.

- 10. 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.
- 11. One sentence was added to the jury duty section to encourage staff to return to work if/when they are released from jury duty. Bereavement language was modified slightly to match the other contracts.
- 12. Personal leave use restrictions were changed to match the language in the other school-year/student-facing contracts, allowing for slightly more flexibility to use personal leave during some long weekends, such as President's Day weekend. Language was added to clarify the process of how to get exceptions to the restricted periods. The noticed needed for personal leave was decreased to 3 days to match other contracts.
- 13. An attendance incentive was added in an effort to decrease absenteeism as well as incentivize staff to return for the following school year.
- 14. Severance language was changed to match other contracts, removing the reduction of the severance based on the amount the district contributed to the employee's 403B.

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

To: ISD 917 School Board Members
Dr. Michael Favor, Superintendent

From: Nicolle Roush, Executive Director of Business Services

Date: July 8, 2024

Re: FY25 ISD 917 board approved meal prices

Information:

- Intermediate School District 917 has renewed our participation in the National School Lunch Program (NSLP) for FY25. Our Lunch Program operates at five of our locations: Alliance Education Center, Dakota County Technical College, Lebanon Education Center, Concord Education Center and DCALS North.
- CKC Good Food will again be contracting with us to provide our breakfast and lunch meals. The contract price per meal will increase by \$0.31 to **\$2.54** per breakfast and by \$0.31 to **\$4.17** per lunch. This increase reflects the new requirement by MDE to provide milk to all vended customers. Due to this change, CKC Good Food held the FY24 pricing and added the cost of milk without any additional increase. ISD #917 will no longer have to contract milk independently at a much higher price.

ISD #917 participates in the Free School Meals program signed into law in Minnesota. As a result of our Free and Reduced student population, we are also required to participate in the Community Eligibility Provision which results in a Federal Free reimbursement rate of 77.68% and paid reimbursement rate of 22.32%. The balance of the paid meals reimbursement rate will be paid by the state. FY25 Reimbursement rates have not been released by the USDA as of this date.

- Historically ISD #917 transfers general funds revenues each fiscal year to balance the food service fund. In FY17, this amount was \$35,240, FY18 \$29,032, FY19 \$29,372, FY20 \$7876.34 (COVID), FY21 \$12,678.79, FY22 saw a profit of (\$17670.08) due to COVID funding, and FY23 \$22,764.08. I anticipate a need for approximately \$35K to balance the FY24 food service fund. FY25 adopted budget assumption \$30,565 with unknown reimbursement rates for FY25.

Recommendation: Per state statute, student meal prices for both breakfast and lunch will now be \$0.00. Recommend the following based on contract prices to our food vendor:

Student Breakfast \$0.00, Student Lunch \$0.00,
Second Meal Student Breakfast \$2.54 and Lunch \$4.17, Milk \$0.45
Adult Breakfast **\$3.00**, Adult Lunch **\$4.75**



Intermediate School District 917

Purposeful. Personalized. Partners.

300 145th Street East, Rosemount, MN 55068

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

TO: School Board Members
FROM: Melissa Schaller
DATE: June 13, 2024
RE: Variance

Board Notice:

The Board of School Administrators requires that the school board is provided notice when a variance is being sought for an administrative license.

To that end, we are seeking a variance for Trevor Bailey recently hired as assistant principal/special education coordinator at Alliance Education Center. Trevor is licensed as a director of special education. The position requires dual licensure.

Trevor is enrolled in a principal licensure program at the University of St. Thomas which he plans to complete by February 2025.

There were no duly licensed candidates for the position and Trevor was determined to be the most qualified based on his experience in special education and licensure as a director of special education.

BOSA is expected to review this application at their July meeting.

ISD 917 Vision

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

ISD 917 Core Values

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

TO: School Board Members

FROM: Dr. Michael Favor

DATE: July 9, 2024

RE: Renewal of Memberships

The renewal rates for the following memberships are listed below.

Memberships	2023	2024	2025
Brightworks (formerly Metro ECSU)	\$700	\$700	\$700
AMSD - Association of Metropolitan School Districts	\$3,700	\$3,700	\$4,000
MSBA Membership Dues <i>See attached for reasons for lower cost.</i>	\$6,233	\$5261	\$5,524
BoardBook Subscription Tier I	\$2,100	\$2,100	\$2,700
MSBA Policy Renewal	\$750	\$750	\$750
AESA - Association of Educational Service Agencies	\$355	\$935	\$1,125
MASA - Minnesota Association of School Administrators	\$860	\$860	\$860
AASA — American Association of School Administrators <i>(FYI—MASA and AASA are combined for a total of \$1330)</i>		\$470	\$470

I recommend approval of these renewals for 2024-2025.

MF:ljb



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: July 9, 2024

Re: Substitute Pay Rates for 2024-2025 (FY 25) for Licensed Staff & Paraprofessionals (ESPs)

Following is pertinent information regarding the substitute pay rates for the previous school year (FY 24: 2023-2024):

1. The licensed substitute pay rate on any day of the week was \$28.00.
2. The licensed retiree substitute pay rate on any day of the week was \$31.00.
3. Non-licensed paraprofessional substitute pay rate on any day of the week was equivalent to Step 1 on the 2023-2024 salary schedule, which was \$20.72.
 - a. Non-licensed paraprofessional substitutes follow the union contract language which stipulates that the rate will be equivalent to Step 1 on the salary schedule.
4. The Teachers On Call (TOC) annual report does not support paying a higher substitute pay rate on Monday or Fridays, as fill rates were similar regardless of the day of the week. However, the report does recommend incentivizing substitutes to work multiple days.
5. Intermediate School District 917 can be reimbursed for substitute teachers who are licensed in special education with a categorical (non-ABS) license.
6. Fill rates for ISD 917 sites range from 2% to 60%, with an average of 29.25%. However, for our six (6) main special education sites (Setting IV and TESA) the average was 19.38%.
7. Comparable substitute rates in the area during 2023-2024, were as follows:
 - a. Teachers: ~\$26.00/hour
 - b. Retired Teachers: ~\$27.00/hour
 - c. Paraprofessionals: ~\$18.50/hour

Proposal of substitute pay rates for the 2024-2025 school year (FY 25) for the ISD 917 School Board to consider for approval:

1. FY 25 (2024-2025 School Year) Licensed Substitute Pay Rate: \$33.50
 - a. Based on the hourly rate for BA, Step 1 on the 2024-2025 salary schedule.
2. FY 25 (2024-2025 School Year) Current Employees with a Short-Call Substitute License, who fill a teacher role: Employees' current hourly pay rate plus an additional \$4.00 OR \$33.50 per hour, whichever pay rate is higher.
3. FY 25 (2024-2025 School Year) Licensed Retiree Substitute Pay Rate: \$35.50

ISD 917 Vision

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

ISD 917 Core Values

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



Intermediate School District 917

Purposeful. Personalized. Partners.

1300 145th Street East, Rosemount, MN 55068

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

4. FY 25 (2024-2025 School Year) Categorical SpEd Licensed Substitute Pay Rate: \$37.50
 - a. Categorical Special Education Licenses do NOT include ABS (academic and behavioral strategist).
 - b. Based on the hourly rate for MA, Step 1 on the 2024-2025 salary schedule.
5. FY 25 (2024-2025 School Year) Non-Licensed Paraprofessional Substitute Pay Rate: \$22.00
 - a. A substitute para working three (3) full days in one (1) week (Monday - Friday) will receive an additional \$22.00 for the week (i.e. one additional hour of pay).

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

SECONDARY TECHNOLOGY CENTER SAFETY MANAGEMENT

WRITTEN PLAN

Intermediate School District 917

July 2024

INTRODUCTION

The health and safety standards included in the following sections are provided for guidance to Intermediate School District 917 Secondary Technology Center instructors. Compliance with these standards will substantially aid in providing a safe and healthy work and teaching environment. Procedures outlined should be considered the minimum standards that apply for classrooms. The standards are derived from existing state or federal occupational health and safety regulations and other organizations such as: the National Fire Protection Association and the American National Standards Institute. If there are discrepancies between this plan and the standards, the standards are to take precedence.

The Intermediate School District 917 technology programs include: Construction; Total Auto Care; Heavy Duty Truck Technology; Graphic Communications; Computer Repair, Networking, and Video Game Design; ~~Fundamental Chef; and Food Industry Careers.~~ It is imperative that instructors become familiar with and implement the sections in this plan that pertain to the operation(s) under their control.

Each technology program is responsible for providing safety equipment and supplies as specified in this plan. If there is equipment that does not meet the standard, it is not to be used. If there is equipment that is not used and is not likely to be used in the future, it should be decommissioned. Equipment shall be maintained in good repair. If equipment is not operable or does not meet the standards, it should be red tagged as not operable until a time when it is repaired or upgraded. Instructors are not to perform repairs or upgrades to equipment.

Section 1: The Technology Shop Safety Management Plan

The Secondary Technology Center Safety Management Plan covers: general safety and housekeeping, clothing and safe dress, personal protective equipment, machine safety, hand and power tool safety, electrical safety, compressed air safety, compressed gas cylinders, employee right to know, chemical storage requirements, safety equipment, emergency procedures, employee training and recordkeeping. This plan will be reviewed annually, evaluated for effectiveness and updated as necessary. This plan will be maintained in the District Office and on-site by each shop instructor. It shall be made available to employees, employee representatives, and safety inspectors upon request.

Each Technology Shop curriculum shall develop and implement their safety plan specific to the activities being performed. Safety guidelines for students are to be developed by instructors that are specific to the task to be performed. Student guidelines should include items identified in this plan and student behavior do's and don'ts. **Health and safety must be made an integral part of all Technology Shop curriculums and the instructor must document student competency on safety procedures by maintaining a file for each student containing safety worksheets and actual safety test passed at the 100% level.**

On a regular schedule, but not less than monthly, instructors are responsible for inspecting the shop areas under their control.

Section 2: General Safety/Housekeeping

The following precautions pertain to the minimum general safety/housekeeping procedures to be implemented in the Technology Shop classrooms:

1. Report all injuries. Injuries to instructors must be documented through the **Business and Nurses's** Office on the Injury Report Form. The Student Injury Log is to be used to document injuries to students.
2. Students are to be supervised by a licensed Technology Shop instructor when using shop equipment or chemicals.
3. No food is allowed in a Technology Shop area. Do not eat, drink, chew gum, or apply cosmetics in a shop area.
4. Minimize exposures by using appropriate personal protective apparel and equipment. (i.e. eye protection, machine guards, etc.)
5. Only tools, equipment, and machinery that are properly maintained and adjusted may be used.
6. Tools, equipment, and machinery may not be altered for use other than that for which it was designed and specified by the manufacturer.
7. Know the locations of and maintain accessibility of all safety equipment including: fire extinguishers, eyewashes, drench showers, etc.
8. Floor areas and aisles must be kept free of debris or any item that may constitute a tripping or slipping hazard.
9. Dust collections systems must be used when performing woodworking activities.
10. Cleanliness around woodworking activities is to be maintained. Particular attention should be made in regards to preventing fire hazards from wood dust inside electrical switch enclosures, bearings and motors.
11. Use shop vacuum equipment to keep work areas clean. Compressed air must not be used to clean dirt and dust from equipment, clothing or skin.
12. Clean up liquid spills immediately.
13. Maintain storage areas in a safe and orderly manner.
14. Store flammables in an approved flammable cabinet if in excess of 10 gallons.
15. Maintain aisles and egresses open and clear.
16. A minimum of 18 inches of clearance must be maintained between storage materials and fire sprinkler heads.
17. Storage of materials must not create a hazard. Overhead storage must be stable and secure. Large objects should not be stored overhead. Attention to the weight limit of a shelving or rack unit should be monitored.

18. A minimum of 36 inches of open area must be maintained for access to all electrical boxes and utility controls.

Section 3: Clothing and Safe Dress

The following precautions pertain to the minimum clothing and safe dress procedures to be implemented in Technology Shop classrooms:

1. The type of clothing is to be appropriate for the planned shop activities.
2. Instructors are responsible for ensuring that students are informed as to the requirements for wearing apparel that is suitable for the type of shop activities to be performed and the hazards involved.
3. For those working with machinery or in other hazardous operations, clothing should be well fitted with no loose or flowing articles. Shirts must be tucked in and short sleeve types are the best.
4. Shoes should be well fitted with good soles and heels and of a style that completely covers the foot. Open-toe shoes “sandals” or lightweight shoes must not be worn during shop activities.
5. Instructors and students with long hair who work around moving machinery must wear adequate hair covering to preclude the possibility of entanglement.
6. Jewelry such as rings, pendants, necklaces, earrings, and watches shall not be worn when working around moving machinery, electricity or electronics equipment.

Section 4: Personal Protective Equipment

This section addresses eye, face, hand and hearing protection. Activities are not to be performed which would require the use of respirator protection, however voluntary use of respirators is allowed. Personal protective equipment (PPE) is to be used by instructors and students whenever doing so will reduce the likelihood of injury. PPE is not a substitute for engineering controls, administrative controls, or good work practices, but must be used in conjunction with these controls.

Responsibility

Instructors have the primary responsibility for implementation of the PPE program in their shop area. This includes: conducting a hazard assessment in their area, determining what type of PPE is required, purchasing the necessary equipment and signage, ensuring students are trained on the proper use, care and cleaning of PPE, ensuring students are wearing PPE and replacing defective or damaged equipment immediately. Based on the hazard assessment, locations or activities that require PPE are to be clearly demarcated identifying the type of PPE required. Visitors or others passing through the area should be able to easily identify the hazards and PPE required.

Eye and Face Protection

Instructors and students must use appropriate eye and face protection when working in eye protection areas or exposed to hazards from flying particles or chemicals. Eye protection areas include but are not limited to, technology shops in which activities are taking place and materials are being used involving: hot molten materials, milling, sawing, turning, shaping, cutting,

grinding or stamping of any solid materials, heat treatment, tempering, or kiln firing of any metal or other materials, gas or electric arc welding, repair or servicing of any vehicle or mechanical equipment. Eyewear must comply with ANSI Z87.1 as indicated by labels on the PPE. When there is a hazard from flying objects, side protectors must be used.

Hand Protection

Instructors and students must use appropriate hand protection when exposed to hazards from skin absorption of harmful substances, severe cuts or lacerations, abrasions, punctures, chemical burns or temperature extremes. An evaluation of the hazard must be made and the appropriate glove type selected. Glove selection will be based on performance characteristics of the gloves, conditions, duration of use, and hazard present. One type of gloves will not work in all situations.

Hearing Protection

Instructors and students exposed to noise levels at or above the OSHA permissible exposure limit of 85 dBA as measured on an eight-hour time weighted average (TWA) must wear hearing protection. It is recommended that hearing protection be used whenever operating equipment which generates decibel level above 80 dBA. The type of hearing protection device used must, at a minimum, attenuate the noise level to an 8-hour TWA of 85 dBA or less. Instructors should also limit their daily noise exposure by reducing the time period devoted to excessively noisy activities. Personnel and equipment noise level monitoring can be performed by Health and Safety upon request.

Refer to the District Respiratory Protection, Personal Protective Equipment and Hearing Conservation Written Plans for more information on these topics.

Section 5: Machine Safety

Machinery is the most immediate and apparent safety hazard in the shop area. **It is imperative that instructors supervise students at all times when using any shop machines.** Prior to student usage, the instructor must approve the intended operation by the student making sure that guards are in place and that student has passed the safety test for the equipment he/she will be operating. Instructors must ensure that the equipment is functioning properly and all safety equipment is in place and being used. Equipment lighting is to be maintained operational and must be protected from breakage. All safety guards must be maintained in proper position while the machine is in operation. The instructor is responsible for performing regular scheduled inspections and manufacturer specified preventative maintenance of machinery. The instructor is not to perform maintenance that will require the implementation of lockout/tagout procedures. If machine equipment is determined not to be functioning properly or it is missing safety or guarding equipment, it is not to be used. The instructor must label the equipment with a red tag as not operational until such a time when repairs or upgrades can be made. Students shall have completed a safety worksheet for each piece of equipment and passed a safety test at the 100% level in order to be deemed fit to operate that machine. The instructor will keep a file for each student containing the worksheet and student safety test. The instructor will record on a visible, posted sheet the student's name and the machines he is qualified to operate. Students not

demonstrating competency with machine operation and safety procedures must not be allowed to operate machinery.

Guarding

Machine guarding procedures are as required by OSHA 29 CFR 1910.212. One or more methods of machine guarding shall be provided to protect the operator and other people in the machine area from hazards such as those created by point of operation, in-going nip points, rotating parts, flying chips and sparks. Examples of guarding methods are barrier guards, two-hand tripping devices, electronic safety devices, etc. Safeguards must meet the following minimum requirements:

1. **Prevent Contact:** The safeguard must prevent hands, arms, and any other body part of the user's body from making contact with dangerous moving parts. All belts, pulleys, gears, shafts and moving parts must be guarded. Chip shield guards and filler plates need to be maintained at a maximum clearance of 1/4 inch on the top plate and 1/8 inch on bottom.
2. **Secure:** Users should not be able to easily remove or tamper with the safeguard. Guards and safety devices should be made of durable material that will withstand the conditions of normal use. Safeguards must be firmly attached to the machine.
3. **Protect from Falling Objects:** The safeguard should ensure that no objects could fall into moving parts.
4. **Create No New Hazards:** A safeguard defeats its own purpose if it creates a hazard of its own such as a shear point, a jagged edge, or an unfinished surface which can cause a laceration. The edges of guards should be rolled or bolted in such a way that they eliminate sharp edges.
5. **Create No Interference:** Any safeguard, which impedes a user from performing the job quickly and comfortably, may soon be overridden or disregarded. The guard should be evaluated by Health and Safety personnel for possible improvement but **not** removed.
6. **Allow Safe Lubrication:** If possible, machines should be able to be lubricated without removing the safeguards.

Section 6: Hand and Power Tool Safety

The instructor must monitor activities involving the use of hand and power tools. Tools must be maintained in a safe and operable condition. Any hand or power tool found not in proper working order must be removed from service. Tools must be inspected at regular intervals and preventative maintenance performed in accordance with the manufacturer's specifications. All tools must be used with the correct PPE, shield, guard or attachment recommended by the manufacturer. Tools are only to be used for the designed or intended usage. Following usage, hand and power tools are to be properly stored and secured. Tools should never be left unattended where they may be available to unauthorized persons.

Guarding of Portable Power Tools

Portable power tool guarding procedures must meet the following minimum procedures:

1. All portable, power-driven circular saws having a blade diameter greater than two inches must be equipped with guards above and below the base plate or shoe. The upper guard must cover the saw to the depth of the teeth except for the minimum arc required to permit the base to be tilted for bevel cuts. The lower guard must cover the saw to the depth of the teeth except for the minimum arc required to allow proper retraction and contact with the work. When the tool is withdrawn from the work, the lower guard must automatically and instantly return to covering position.
2. All hand-held power circular saws having a blade diameter greater than two inches must be equipped with a constant pressure switch or control that will shut off the power when the pressure is released.
3. All hand-held power drills, fastener drivers, grinders or disc with wheels greater than two inches, belt sanders, reciprocating saws, saber, scroll and jig saws with blade shanks greater than a one-fourth inch, and other similarly operating powered tools will be equipped with a constant pressure switch or control, and may have a lock-on control provided that turnoff can be accomplished by a single motion of the same finger that turned it on.
4. The operating control on hand-held power tools must be located as to minimize the possibility of its accidental operation.
5. All portable electric power tools must be grounded.

Section 7: Electrical Safety

Safe work practices must be employed to prevent electric shock or other injuries resulting from electrical contact. Activities performed near or on equipment or circuits that are or may be energized must incorporate safety-related work practices consistent with the nature and extent of the associated electrical hazard. The minimum electrical safety procedures are as follows:

1. All electrical equipment and cords must be inspected monthly by the instructor to insure proper use and safe condition.
2. Damaged electrical equipment must be reported for repairs.
3. The power source to damaged electrical equipment must be disconnected (red tagged) until repairs can be made.
4. Damaged extension cords should be discarded.
5. All electrical equipment and cords must be properly grounded with three-prong type plugs. Power tools not equipped with three-prong type plugs must be double insulated or connected to a ground-faulted outlet or adapter.
6. All occasional use electrical equipment must be disconnected when not in use.
7. Extension cords must not be used on a **permanent basis** to supplement existing outlets to provide electricity for appliances and equipment in regular use.
8. The use of octopus plugs, strip adapters and three-prong adapters are prohibited. The use of ground faulted power strips is acceptable.
9. Circuit breaker panels and wiring are not to be modified by instructors or students.
10. All circuit breakers must be identified by label according to service area. Breakers are to be labeled to facilitate power shut-off in the case of an emergency.
11. A minimum of a 36-inch clearance around electrical service panels and emergency shut-off equipment must be maintained.

12. Electrical service panels are to be secured (locked) at all times to prevent student access. If the service panel is the only location for equipment emergency shut-off, it is to be maintained unlocked and accessible.

Electrical Controls and Equipment

1. Mechanical or electrical power controls must be provided for each machine to make it possible for the operator to cut off the power. Clearly marked power controls must be located within easy reach of the operator. Emergency stops should be identified in red.
2. Students should be given instruction on the purpose of the over-current devices and disconnects should be properly labeled.
3. Electrically driven equipment must be controlled with a magnetic or similar device to prevent automatic restarting of the machine after a power failure.
4. Power controls and operating controls should be located within easy reach of the operator without requiring them to reach over operating parts.
5. Instructors are not to perform repairs on electrical equipment. Adjustments that are considered to be routine, repetitive, and integral to the use of the equipment can be performed by the instructor.
6. Prior to making adjustments to electrical machinery, procedures must be followed to render controls and devices inoperative (lockout/tagout).

Section 8: Compressed Air Safety

The following precautions pertain to the use of compressed air in shop areas:

1. Students are to be supervised by the instructor at all times during compressed air activities.
2. The instructor, prior to each use, must inspect all components of the compressed air system.
3. Compressed air equipment is not to be modified by instructors or students.
4. Compressed air equipment must be labeled to identify its use and maximum allowable working pressures.
5. Air supply shutoff valves must be located as near as possible to the point of operation.
6. Air hoses must be kept free of grease and oil to reduce the possibility of deterioration.
7. Hoses must not be strung across floors or aisles where they are likely to cause occupants to trip and fall.
8. Hose storage must be in a location that provides efficient access and protects the hose and nozzle from damage.
9. Hose ends must be secured to prevent whipping if an accidental cut or break occurs.
10. Before a pneumatic tool is disconnected, the air supply must be turned off at the control valve and the tool bled.
11. Eye and face protection must be worn at all times by instructors and students during compressed air activities.
12. Compressed air nozzles must be equipped with a separate regulator to reduce pressure to less than 30 psi when used for blowing.
13. Compressed air must not be used to clean dirt and dust from clothing or off a person's skin.

14. Compressed air is not to be used for cleaning machinery or blowing dust around the shop area. Shop vacuums and brooms are to be used for cleaning.

Section 9: Compressed Gas Cylinders

Procedures for the use and storage of compressed gas cylinders must meet the following minimum procedures:

1. Instructors must inspect compressed gas cylinders on a weekly basis when in storage and prior to each use.
2. Compressed gases must be handled as a high-energy source and as a potential explosive.
3. All compressed gas cylinders must be clearly labeled with the chemical or trade name of the gas.
4. Always protect cylinder valve stems with valve protectors when not in use or connected for use.
5. Avoid exposing cylinders to heat sources and direct sunlight.
6. Never lubricate, modify, force or tamper with cylinder valves.
7. Gas cylinders must be secured in place and reactive gas cylinders must be separated from oxidizing cylinders by a firewall or a minimum of a 20-foot distance. Mobile cylinders must be securely chained to a wall or cart.
8. Proper personal protective equipment must be used when necessary. (i.e., welding/cutting)

Section 10: Right-to-Know

Right to Know is designed to protect employees, occupants and students from the effects of any hazardous chemical used or stored in industrial arts areas. The purpose of the program is to ensure that all hazardous chemicals in the workplace are identified and to increase employee education and awareness of hazardous chemicals. The District-wide written Employee Right to Know Written Plan is maintained in the District Office.

Procedures to be implemented by instructors are as follows:

1. **Chemical Inventory:** A complete and current inventory of all hazardous chemicals must be maintained for each technology program. The inventory should be maintained as part of this plan using the Chemical Inventory Form. All items in inventory must show the chemical name, manufacturer information, storage location, quantity, product usage and hazard analysis. Examples of hazardous chemicals include, but are not limited to, cleaning chemicals, gasoline and other petroleum products, compressed gases, paints and solvents, inks, and processing chemicals. Products exempted from this requirement include consumer products packaged for distribution to the general public, if used by employees in the workplace in the same form, concentration, frequency and manner, as would the general public.
2. **Safety Data Sheets:** Every item in the chemical inventory must have a corresponding Safety Data Sheet (SDS). It is the responsibility of each school technology shop

department to maintain SDS's as part of this plan. SDS's must be organized and made easily available to employees and students. ISD 917 uses MSDSONline for their chemical inventory. Every teacher computer has it on their desktop for easy access.

SDS's are available from the product suppliers and should provide the following minimum information: chemical name, hazardous components, physical characteristics (density, flashpoint, etc.) physical hazards (fire, explosion, reactivity) health hazards and symptoms, primary routes of entry, permissible exposure limits or threshold limit value, any applicable precautions (gloves, goggles, fume hood, etc.) first aid and emergency procedures, date prepared and name and address of the manufacturer. Any item in inventory that does not have a SDS is to be disposed of. Hazardous products are to be disposed of in accordance with the Regulated Waste Management Plan.

3. **Chemical Labeling:** All chemical containers must be labeled to clearly identify contents. At a minimum, chemical container labeling is to list: chemical name, concentration and how the chemical can hurt you. It is best if the label on the container matches the name on the corresponding SDS.

Section 11: Chemical Storage Requirements

All chemicals represent potential hazards and storage systems must recognize these hazards and be designed to minimize them. The quantity of stored chemicals should be minimized to include only those needed for scheduled shop activities. In the event that a shop area has excess or old chemical products, the District Office should be contacted to provide for proper disposal. Storage and disposal requirements for specific chemicals are identified in the Regulated Waste Management Plan.

Chemical storage requirements to be implemented by instructors are as follows:

1. Chemicals should be stored in secured, storerooms or cabinets. Unsecured areas are not to be used for chemical storage.
2. Instructors must inspect chemical storage rooms and cabinets weekly.
3. No unlabeled products should be stored anywhere.
4. Store only the minimum amount of chemicals needed.
5. Storage areas and cabinets must be labeled to identify the hazardous nature of the products stored within.
6. Shelving above work areas must be kept free of chemical storage.
7. All storage containers must have lids or covers. The instructor must clean up spills immediately.
8. Chemicals stored on the floor must be in approved shipping containers.
9. Only authorized personnel are allowed in chemical storage areas or cabinets. **Students are never allowed in these areas.**
10. Exposure to heat or direct sunlight in chemical storage areas must be avoided.
11. Quantities of flammable and combustible liquids in excess of ten gallons (total) must be stored in approved flammable liquid storage cabinets. Doors to the cabinets should be closed after the chemical has been obtained for use. Quantities less than ten gallons may be stored in approved safety cans or original containers.

12. The maximum quantity of flammable and combustible liquids in storage and use must not exceed 120 gallons or 240 gallons in sprinkled areas.
13. When transferring flammable liquids between metal containers, the containers must be properly bonded.
14. Flammable liquids must be stored away from all sources of ignition.

Section 12: Safety Equipment

Safety equipment must be in good operating condition and must be functional at all times. The minimum safety equipment and procedures are as follows:

1. Eye wash fountains and deluge showers, if present or required, must provide tempered water at 55 to 90 degrees Fahrenheit. Eye wash fountains must be flushed weekly. Flushing records are to be maintained at the flushing station.
2. At least one 2A-20BC or larger fire extinguisher must be available for each 3000 feet of shop area. Travel distance to reach the extinguisher must not exceed 50 feet from anywhere in the shop area. A minimum of 36 inches of open area must be maintained for access to all fire extinguishers and fire pull stations.
3. Fire blankets must be easily accessible in shop areas.
4. Neutralizing materials (floor dry) and spill clean-up kits must be available for flammable liquids.
5. A minimum of 18 inches of clearance must be maintained between storage materials and fire sprinkler heads.
6. Safety guards and devices are to be maintained in place and operable at all times. Removal or non-use of safety equipment is **not** allowed.
7. Floor areas around machines should have a non-slip surface.
8. A minimum of 36 inches of open area must be maintained for access to all electrical boxes, utility controls and shut off devices.
9. Hazard lines demark safety zones around machines.

Section 13: Emergency Procedures

It is the responsibility of the instructor to establish emergency procedures specific to the shop areas and activities under their control. The minimum emergency procedure guidelines are as follows:

1. Post emergency phone numbers in each shop area.
2. Post first aid procedures in each laboratory area.
3. Never block access to emergency exits, equipment, or utility controls.
4. Keep all aisles clear.
5. Know emergency evacuation and fire emergency procedures.
6. Know where and how to use master utility controls to shut off gas, electrical and water supplies.
7. Clean-up spills immediately and thoroughly. Technology Shop instructors following standard clean-up procedures should only clean-up spills.

Section 14: Employee Training

Safety training will be held once a year and are to include all Technology Shop instructors and assistants. This will be done through SafeSchools (Vector Solutions) online training. Training will include, but is not limited to, the following:

1. Contents and location of the Technology Shop Safety Management Plan.
2. Technology Shop instructor responsibilities under the safety plan.
3. Employee Right-to-Know information including chemical inventory, material safety data sheets, chemical labeling and storage.
4. Potential hazards involved in using chemicals.
5. Signs and symptoms associated with exposure to hazardous chemicals.
6. The proper use and location of safety equipment.
7. Emergency procedures.
8. Information on the storage and disposal of hazardous materials.

Section 15: Recordkeeping

The District Office and individual instructors share recordkeeping responsibilities for the Technology Shop Safety Management Plan. Records will be retained for a minimum of three years and will include: noise level monitoring results, inspection records, hazardous waste disposal records and employee training records. Recordkeeping by individual instructors should be maintained in the shop area as part of this management plan. **The minimum recordkeeping responsibilities to be performed by instructors include all completed Technology Shop Safety Checklists, safety tests and worksheets contained in files for each student, and keeping their chemical inventory up to date on MSDSonline.** Instructors shall keep a log of employee and student accidents and injuries so that shop improvements can be determined. Corrective action as needed based on accident reports and near misses shall be taken. In the event of instructor turn-over, all records for that shop area should be provided to the new instructor.

Section 16: Future Equipment

The Department of Education bid specification criteria shall be used for procurement of all future equipment. Instructors should not assume that the equipment they are ordering meets the criteria.

CONFINED SPACE ENTRY

WRITTEN PLAN

Intermediate School District 917

July 2024

General District Policy

The purpose of this program is to inform interested persons, including employees, that I.S.D. 917 is complying with the OSHA Confined Space Standard, Title 29 Code of Federal Regulations 1910.146. We have determined that this workplace needs written procedures for the evaluation of confined spaces, and where permit-required spaces are identified, we have developed and implemented a permit-required confined space entry program. This program applies to all work operations at I.S.D. 917 where employees must enter a confined space as part of their job duties.

Superintendent Michael Favor has overall responsibility for coordinating safety and health programs in this district and is the person having overall responsibility for the Confined Space Entry Program. This program will be reviewed and updated as necessary.

Copies of the written program may be obtained from Linda Berg, Health and Safety Coordinator, District Office, at 651-423-8214.

Under this program, we identify non-permit and permit- required spaces in I.S.D. 917, and provide training for our employees according to their responsibilities in these spaces. These employees receive instructions for safe entry into our specific type of confined spaces, including testing and monitoring, appropriate personal protective equipment, rescue procedures, and attendant responsibilities.

This program is designed to ensure that safe work practices are utilized during all activities regarding the confined spaces to prevent personal injuries and illnesses that could occur.

If, after reading this program, you find that improvements can be made, please contact Linda Berg at 651-423-8214. We encourage all suggestions because we are committed to creating a safe workplace for all our employees and a safe and effective confined space entry program is an important component of our overall safety plan. We strive for clear understanding, safe work practices, and involvement in the program from every level of the district.

Hazard Evaluation for Permit Spaces

To determine if there are permit-required confined spaces in ISD 917 a review of the spaces was conducted. Information was provided by District 917 employees regarding the location of and hazards of the confined spaces. This evaluation has provided ISD 917 employees with the information necessary for the classification of the confined spaces throughout the district. This written hazard evaluation is kept in the Health and Safety files located in the district office. The confined spaces in our district have been classified.

Class 1 Spaces – No permit required. No known toxic gas, no engulfment potential and are naturally ventilated upon opening dampers, doors, etc.

Class 1 spaces include: (Alliance Education Center, Cedar, Lebanon, Concord Education Center)

HVAC Duct Work
Plumbing Access Areas
Air Conditioning Units

Pre-Entry procedures for Class 1 spaces:

- 1) Assure that a sign, which indicates that this space is a confined space, is posted at all the entrances to the space.
- 2) Only persons who have been trained on confined spaces can enter.
- 3) These spaces will be opened to allow for natural ventilation before and during the entry.
- 4) Lockout/tagout shall be applied before entry occurs.
- 5) Air monitoring is not required.
- 6) No written permit is required however the use of the attached checklist is recommended.
- 7) Notify another employee regarding entry, however no attendant is required.

Entry procedures for Class 1 spaces:

- 1) Ensure space is ventilated during the entry.

Class 2 Spaces – No permit required. No known toxic gas, no engulfment potential and the primary concern is adequate ventilation. These spaces have defined walls and can be effectively ventilated with a mechanically powered ventilator.

Class 2 Spaces include: (Alliance Education Center)

(Boiler Room Sumps)

Pre-Entry procedures for Class 2 spaces:

- 1) Assure that a sign, which indicates that this space is a confined space, is posted at all the entrances to the space.
- 2) Only persons who have been trained on confined spaces can enter.
- 3) Before beginning work isolate the space using barricades, cones, ribbon, etc. to prevent unauthorized persons from entering the area around the space or the space.
- 4) These spaces will be ventilated with a powered blower initially for the time period necessary to replace the volume of the confined space a minimum of five times prior to entry.
- 5) Lockout/tagout shall be applied before entry occurs.
- 6) Air monitoring is not required.
- 7) No permit is required however the use of the attached checklist is recommended.
- 8) Notify another employee regarding the entry, however no attendant is required.

Entry Procedures for Class 2 spaces:

- 1) Continue this ventilation at a minimum rate of 200 cfm per worker inside the space.

Class 3 Spaces—No permit required. These confined spaces are the pipe chase tunnels. These spaces are all below grade and are naturally ventilated. Some have dirt or rock floors, some have concrete floors, they open to the boiler room, have pipes running throughout, and have access hatches or openings in various locations. On occasion a tunnel has steam leaking into the tunnels necessitating repairs. These confined spaces have the potential for oxygen deficiency. They can not be manually ventilated due to their size and shape.

Class 3 Spaces include: (none)

Class 4 spaces include:

(Any confined space with sewage or the odor of sewage--dock storm drains)

There are no Class 4 spaces at Alliance Education Center, Cedar, Lebanon, or Concord Education Center.

Work Tasks Performed in a Confined Space

The work activities authorized employees are expected to perform in district confined spaces include:

- 1) Cleaning
- 2) Maintenance
- 3) Surveillance

District employees may not weld or use hazardous materials in a confined space.

Preventing Unauthorized Entry

To provide a safe work environment and to prevent exposed employees from accidentally entering a permit space, we have implemented the following procedures to inform all employees of the existence, location, and danger posed by confined spaces in ISD 917. To inform employees of the existence of a permit space, we post every entrance to a confined space. This signage indicates that unauthorized employees are not to enter. Employees who work in areas where confined spaces are accessible are trained on the existence of confined spaces.

Pre-Entry Non-Permit Confined Space Evaluation

To ensure the safety and health of our employees a Pre-Entry Checklist is available for use with Class 1, 2 and 3 spaces before entry. Use of this checklist is optional.

Equipment

To ensure the safety and health of our employees, ISD 917 will provide a torpedo mechanical fan for entry into Class 2 spaces. We maintain all equipment in excellent working condition, train the entrants in the correct usage of this equipment, and ensure that all equipment, including that used for personal protection, is used properly.

Duties: Authorized Entrants

Only persons who have completed confined space entry training are authorized to enter our spaces. The elements covered in the training program for authorized entrants include:

- 1) Recognition of confined spaces
- 2) Understanding that only trained employees may enter
- 3) Proper procedures for entry into Class 1 and spaces
- 4) Use of equipment
- 5) Knowledge of Pre-Entry Checklist

These are the employees who have current authorization to work in our Class 1 confined spaces:

- 1) Lead Custodian

These are the employees who have current authorization to work in our Class 2 confined spaces:

- 1) Lead Custodian

Duties: Attendants

Those persons who have completed the training and have been designated as confined space attendants are assigned specific duties and responsibilities, which they must perform in confined space, job duties.

Lead Custodian duties and responsibilities include:

- 1) Maintain voice communications with employee in the confined space
- 2) Be able to access an emergency response team

Duties: Entry Supervisors

Only Scott Zehnder, who has completed the training, is designated as confined space entry custodian and is assigned specific duties and responsibilities which must be performed in confined space job duties. Those duties and responsibilities include:

- 1) Posting the entrances of all confined spaces
- 2) Ensuring that Pre-entry and Entry procedures are followed by ISD 917 Employees
- 3) Providing a copy of the Confined Space Entry Program to vendors prior to their entering any confined space.

Training Program

Every employee at ISD 917 who faces the risk of confined space entry is provided with training so that each designated employee acquires the understanding, knowledge and skills necessary for the safe performance of the duties assigned to them. This can be done using the SafeSchools Online Training. All training related materials and documents are kept in the Alliance Education Center office and in the Health and Safety files located in the District office.

When we conduct the training, we use a variety of materials and methods. New employees are always trained before their initial assignment of duties. When changes occur in permit-required confined space areas of our district, we notify custodians in the building. If we have reason to believe that an employee has deviated from a previously trained upon procedure or that their knowledge seems inadequate, discipline procedures for insubordination as outlined in the contract may be used.

Rescue and Emergency Services

ISD 917 utilizes local public emergency personnel to perform rescue and emergency services in the event of a permit space incident. To familiarize this service with our facility and emergency needs, we provide access to all permit spaces from which rescue may be necessary so the rescue team can develop appropriate rescue plans and practice rescue operations. We also send a copy of this plan to the Rosemount fire department.

Multiple Employer Entry Procedures

When vendors/outside employers/contractors enter our facility to perform work in confined spaces, we coordinate entry and work operations following these procedures:

- 1) The Lead Custodian provides contractors with a copy of the Confined Space Entry Written Program.
- 2) The Lead Custodian informs the contractor that they are to follow appropriate safety procedures.
- 3) The Lead Custodian informs outside personnel of any expected hazards.
- 4) The Lead Custodian retains a copy of any Pre-Entry Checklists or Permits completed by the contractor.
- 5) The Lead Custodian will debrief the people entering to ascertain if there was any change in conditions confronted in the space and report these changes to the Health and Safety Coordinator.

Post-operations Procedures

Upon completion of work in a confined space, we follow these procedures to close-off the space.

- 1) Barricades are removed.
- 2) Any hatches or doors are closed.
- 3) The Pre-Entry checklist is filed.

Review-Procedures

To ensure that all employees participating in entry operations are protected from confined space hazards; ISD 917 reviews the Confined Space Entry Program on a regular basis. ISD 917 performs a single annual review covering all entries performed during a 12-month period. If no entry is performed during a 12-month period, no review will be performed.

Enforcement

Constant awareness of and respect for confined space entry hazards, and compliance with all safety rules is considered conditions of employment. Supervisors reserve the right to issue disciplinary warnings to employees and to act as detailed in the contract.

Appendix

Appendix A: Optional Pre-Entry Checklist for Use with Class 1 and 2.

RESPIRATORY PROTECTION

WRITTEN PLAN

Intermediate School District 917

July 2024

This Respiratory Protection Plan specifies standard operating procedures to protect all employees from respiratory hazards, according to the requirements of 29 CFR 1910.134. At Intermediate School District 917, respirators are not required but can be used by employees on a voluntary basis. Employees who voluntarily determine that they wish to use a respirator shall be responsible for the storage, maintenance, and cleanliness of the respirator. Procurement, consumables, and replacement parts shall be funded by the District.

Administrative Duties

At Intermediate School District 917 our Respiratory Protection Program Administrator is Linda Berg, the Health and Safety Coordinator. This person is solely responsible for all facets of the plan and has full authority to make necessary decisions to ensure success of this plan.

Employees may review a copy of this Respiratory Protection Plan. It is located in the District Office. We review this plan periodically to ensure its effectiveness.

Respiratory Hazards

A review of potential respiratory hazards indicates that employees may be exposed to mold, soot, solvents, welding fumes and dust. These exposures are below the permissible exposure limit. However, for comfort, employees may choose to wear a respirator.

Respirator Selection

Respirators are selected on the basis of respiratory hazards to which the worker is exposed and workplace and user factors that affect respirator performance and reliability.

Our district's selection procedures include:

Selection Procedure Checklist

When selecting any respirator in general:

- Select and provide respirators based on respiratory hazard(s) to which a worker is exposed and workplace and user factors that affect respirator performance and reliability.
- Select a NIOSH-certified respirator. (NIOSH stands for the National Institute for Occupational Safety and Health)

- Select respirators from a sufficient number of respirator models and sizes so that the respirator is acceptable to, and fits the user.

When selecting respirators for atmospheres that are not IDLH (Immediately Dangerous to Life or Health):

- Provide a respirator that is adequate to protect the health of the employee and ensure compliance with all other OSHA statutory and regulatory requirements, under routine and reasonably foreseeable emergency situations.
- Select respirators appropriate for the chemical state and physical form of the contaminant.

For protection against gases and vapors, provide:

- An atmosphere-supplying respirator, or
- An air-purifying respirator, provided that: (1) The respirator is equipped with an end-of-service-life indicator (ESLI) certified by NIOSH for the contaminant; or (2) If there is no ESLI appropriate for conditions in our workplace, implement a change schedule for canisters and cartridges that is based on objective information or data that will ensure that canisters and cartridges are changed before the end of their service life. Describe in the respirator program the information and data relied upon and the basis for the canister and cartridge change schedule and the basis for reliance on the data.

For protection against particulates, provide:

- An atmosphere-supplying respirator; or
- An air-purifying respirator equipped with a filter certified by NIOSH under 30 CFR part 11 as a high efficiency particulate air (HEPA) filter, or an air-purifying respirator equipped with a filter certified for particulates by NIOSH under 42 CFR 84; or
- For contaminants consisting primarily of particles with mass median aerodynamic diameters (MMAD) of at least 2 micrometers, an air-purifying respirator equipped with any filter certified for particulates by NIOSH.

Respirator Types and Uses

- Half-mask canister respirator for boiler cleaning, removing mold, welding, painting, dust, and solvents
- A 2 strap paper dust mask for dust or mold

The following types of respirators are in use in this facility for the following uses:

Only NIOSH-certified respirators are selected and used. The respirators will be assigned to individual workers for their exclusive and voluntary use.

Medical Evaluations

A medical evaluation for respirator use is not provided to employees by Intermediate School District 917 since the employees are wearing the respirator on a voluntary basis. However, a medical evaluation to determine whether an employee is able to use a given respirator is an important element and recommended to prevent injuries, illnesses, and even, in rare cases, death from the physiological burden imposed by respirator use. A medical evaluation will determine if an employee is physically able to perform the work and use the respirator. Please see 29 CFR 1910.134 for information regarding the recommended medical evaluation. Respirator medical evaluations will be the employee's responsibility and at the employee's expense.

Fit Testing Procedures

Fit testing is not provided since this is a voluntary respirator program.

Proper Use Procedures

Once the respirator has been properly selected and fitted, its protection efficiency must be maintained by proper use in accordance with 29 CFR 1910.134(g).

Our district uses the following recommendations for employees who wear respirators:

Face piece Seal Protection

Do not permit respirators with tight-fitting face pieces to be worn by employees who have:

- Facial hair that comes between the sealing surface of the face piece and the face or that interferes with valve function; or
- Any condition that interferes with the face-to-face piece seal or valve function.

If an employee wears corrective glasses or goggles or other personal protective equipment, ensure that such equipment is worn in a manner that does not interfere with the seal of the face piece to the face of the user.

For all tight-fitting respirators, ensure that employees perform a user seal check each time they put on the respirator using the procedures in 29 CFR 1910.134 Appendix B-1 (User Seal Check Procedures) or procedures recommended by the respirator manufacturer that you could demonstrate are as effective as those in Appendix B-1.

Maintenance and Care Procedures

In order to ensure continuing protection from respiratory protective devices, it is necessary to establish and implement proper maintenance and care procedures and schedules. A lax attitude toward maintenance and care will negate successful selection and fit because the devices will not

deliver the assumed protection unless they are kept in good working order.

Cleaning & disinfecting

Our district provides each respirator user with a respirator that is clean, sanitary, and in good working order. Respirator users are responsible to ensure that respirators are cleaned and disinfected using the procedures below:

- In Appendix B-2 of 29 CFR 1910.134.
- Recommended by the respirator manufacturer.

The respirators are cleaned and disinfected at the following intervals:

Respirator type:	Are cleaned and disinfected at the following interval:
Issued for the exclusive use of an employee	As often as necessary to be maintained in a sanitary condition

Storage

Storage of respirators must be done properly to ensure that the equipment is protected and not subject to environmental conditions that may cause deterioration. Respirator users are responsible for ensuring that respirators are stored to protect them from damage, contamination, dust, sunlight, extreme temperatures, excessive moisture, and damaging chemicals to prevent deformation of the face piece and exhalation valve.

Inspection

In order to assure the continued reliability of respirator equipment, it must be inspected by the user on a regular basis. The frequency of inspection is related to the frequency of use. Frequencies for inspection:

Respirator type:	Inspected at the following frequencies:
All types used in routine situations	Before each use and during cleaning

Respirator inspections include a check:

- For respirator function, tightness of connections, and the condition of the various parts including, but not limited to, the face piece, head straps, valves, connecting tube, and cartridges, canisters or filters; and
- Of elastomeric parts for pliability and signs of deterioration.

Repairs

Respirators that fail an inspection or are otherwise found to be defective are removed from service, and are discarded or repaired or adjusted by the district in accordance with the following procedures:

- Repairs or adjustments to respirators are to be made only by persons appropriately trained to perform such operations and only with the respirator manufacturer's NIOSH-approved parts designed for the respirator;
- Repairs must be made according to the manufacturer's recommendations and specifications for the type and extent of repairs to be performed; and
- Reducing and admission valves, regulators, and alarms must be adjusted or repaired only by the manufacturer or a technician trained by the manufacturer.

Discarding of respirators

Respirators that fail an inspection or are otherwise not fit for use and cannot be repaired must be discarded and will be replaced by the District.

Air Quality Procedure

Filters, Cartridges, and Canisters:

Ensure that all filters, cartridges and canisters used in the workplace are labeled and color-coded with the NIOSH approval label and that the label is not removed and remains legible.

Training

No training is required since this is a voluntary respirator program. Employees are provided with a copy of Appendix D of the standard. Employees are also periodically informed regarding:

- Respiratory hazards to which our employees are potentially exposed during routine and emergency situations, and
- Proper use of respirators, including putting on and removing them, any limitations on their use, and their maintenance.
- Providing the employee with a copy of Appendix D to 1910.134:

Information for employees using respirators when not required under the standard

Respirators are an effective method of protection against designated hazards when properly selected and worn. Respirator use is encouraged, even when exposures are below the exposure limit, to provide an additional level of comfort and protection for workers. However, if a respirator is used improperly or not kept clean, the respirator itself can become a hazard to the worker. Sometimes, workers may wear respirators to avoid exposures to hazards, even if the amount of hazardous substance does not exceed the limits set by OSHA standards. If your employer provides respirators for your voluntary use, or if you provide your own respirator, you need to take certain precautions to be sure that the respirator itself does not present a hazard.

You should do the following:

- Read and heed all instructions provided by the manufacturer on use, maintenance, cleaning and care, and warnings regarding the respirators limitations.
- Choose respirators certified for use to protect against the contaminant of concern. NIOSH, the National Institute for Occupational Safety and Health of the U.S. Department of Health and Human Services, certifies respirators. A label or statement of certification should appear on the respirator or respirator packaging. It will tell you what the respirator is designed for and how much it will protect you.
- Do not wear your respirator into atmospheres containing contaminants for which your respirator is not designed to protect against. For example, a respirator designed to filter dust particles will not protect you against gases, vapors, or very small solid particles of fumes or smoke.
- Keep track of your respirator so that you do not mistakenly use someone else's respirator.

Questions

If an employee has questions or concerns regarding respirator use they are to contact Linda Berg, Health and Safety Coordinator at 651-423-8214.

Appendix B-1 to § 1910.134: User Seal Check Procedures (Mandatory)

The individual who uses a tight-fitting respirator is to perform a user seal check to ensure that an adequate seal is achieved each time the respirator is put on. Either the positive and negative pressure checks listed in this appendix, or the respirator manufacturer's recommended user seal check method shall be used. User seal checks are not substitutes for qualitative or quantitative fit tests.

I. Facepiece Positive and/or Negative Pressure Checks

- A. *Positive pressure check.* Close off the exhalation valve and exhale gently into the facepiece. The face fit is considered satisfactory if a slight positive pressure can be built up inside the facepiece without any evidence of outward leakage of air at the seal. For most respirators this method of leak testing requires the wearer to first remove the exhalation valve cover before closing off the exhalation valve and then carefully replacing it after the test.
- B. *Negative pressure check.* Close off the inlet opening of the canister or cartridge(s) by covering with the palm of the hand(s) or by replacing the filter seal(s), inhale gently so that the facepiece collapses slightly, and hold the breath for ten seconds. The design of the inlet opening of some cartridges cannot be effectively covered with the palm of the hand. The test can be performed by covering the inlet opening of the cartridge with a thin latex or nitrile glove. If the facepiece remains in its slightly collapsed condition and no inward leakage of air is detected, the tightness of the respirator is considered satisfactory.

II. Manufacturer's Recommended User Seal Check Procedures

The respirator manufacturer's recommended procedures for performing a user seal check may be used instead of the positive and/or negative pressure check procedures provided that the employer demonstrates that the manufacturer's procedures are equally effective.

Appendix B-2 to § 1910.134: Respirator Cleaning Procedures (Mandatory)

These procedures are provided for employer use when cleaning respirators. They are general in nature, and the employer as an alternative may use the cleaning recommendations provided by the manufacturer of the respirators used by their employees, provided such procedures are as effective as those listed here in Appendix B- 2. Equivalent effectiveness simply means that the procedures used must accomplish the objectives set forth in Appendix B-2, i.e., must ensure that the respirator is properly cleaned and disinfected in a manner that prevents damage to the respirator and does not cause harm to the user.

I. Procedures for Cleaning Respirators

- A. Remove filters, cartridges, or canisters. Disassemble facepieces by removing speaking diaphragms, demand and pressure- demand valve assemblies, hoses, or any components recommended by the manufacturer. Discard or repair any defective parts.
- B. Wash components in warm (43 deg. C [110 deg. F] maximum) water with a mild detergent or with a cleaner recommended by the manufacturer. A stiff bristle (not wire) brush may be used to facilitate the removal of dirt.
- C. Rinse components thoroughly in clean, warm (43 deg. C [110 deg. F] maximum), preferably running water. Drain.
- D. When the cleaner used does not contain a disinfecting agent, respirator components should be immersed for two minutes in one of the following:
 - 1. Hypochlorite solution (50 ppm of chlorine) made by adding approximately one milliliter of laundry bleach to one liter of water at 43 deg. C (110 deg. F); or,
 - 2. Aqueous solution of iodine (50 ppm iodine) made by adding approximately 0.8 milliliters of tincture of iodine (6-8 grams ammonium and/or potassium iodide/100 cc of 45% alcohol) to one liter of water at 43 deg. C (110 deg. F); or,
 - 3. Other commercially available cleansers of equivalent disinfectant quality when used as directed, if their use is recommended or approved by the respirator manufacturer.
- E. Rinse components thoroughly in clean, warm (43 deg. C [110 deg. F] maximum), preferably running water. Drain. The importance of thorough rinsing cannot be overemphasized. Detergents or disinfectants that dry on facepieces may result in dermatitis. In addition, some disinfectants may cause deterioration of rubber or corrosion of metal parts if not completely removed.
- F. Components should be hand-dried with a clean lint-free cloth or air-dried.
- G. Reassemble facepiece, replacing filters, cartridges, and canisters where necessary.
- H. Test the respirator to ensure that all components work properly.

Appendix D to Sec. 1910.134 (Mandatory) Information for Employees Using Respirators When Not Required Under the Standard

Respirators are an effective method of protection against designated hazards when properly selected and worn. Respirator use is encouraged, even when exposures are below the exposure limit, to provide an additional level of comfort and protection for workers. However, if a respirator is used improperly or not kept clean, the respirator itself can become a hazard to the worker. Sometimes, workers may wear respirators to avoid exposures to hazards, even if the amount of hazardous substance does not exceed the limits set by OSHA standards. If your employer provides respirators for your voluntary use, or if you provide your own respirator, you need to take certain precautions to be sure that the respirator itself does not present a hazard.

You should do the following:

1. Read and heed all instructions provided by the manufacturer on use, maintenance, cleaning and care, and warnings regarding the respirators limitations.
2. Choose respirators certified for use to protect against the contaminant of concern. NIOSH, the National Institute for Occupational Safety and Health of the U.S. Department of Health and Human Services, certifies respirators. A label or statement of certification should appear on the respirator or respirator packaging. It will tell you what the respirator is designed for and how much it will protect you.
3. Do not wear your respirator into atmospheres containing contaminants for which your respirator is not designed to protect against. For example, a respirator designed to filter dust particles will not protect you against gases, vapors, or very small solid particles of fumes or smoke.
4. Keep track of your respirator so that you do not mistakenly use someone else's respirator.

LOCKOUT/TAG-OUT ENERGY CONTROL

WRITTEN PLAN

Intermediate School District 917

July 2024

Purpose

This procedure establishes the minimum requirements for controlling hazardous energy whenever maintenance or repair is done on machinery at our sites. It is used to ensure that the machine or equipment is stopped, isolated from all potentially hazardous energy sources and locked out before employees perform any servicing or maintenance where the unexpected energization or start-up of the machine or equipment or release of stored energy could cause injury.

Authorized and Affected Employees

Authorized employees subject to the requirements of this program and to be trained on their duties within it include all staff from the following programs: Alliance Education Center, Food Industry Careers, Fundamental Chef Training, Construction Trades, Heavy Duty Truck Technology, Total Auto Care – Vehicle Service and Auto Body, Graphic Communications, Special Education Employment Training Laboratory, Health and Safety.

Machinery and Equipment

The machinery and equipment in this facility that falls under the Control of Hazardous Energy Standard includes the following: Any equipment which is hard wired (not cord/plug operated) including: univents, exhaust and circulating fans at Alliance Education Center, garbage disposals, refrigerators, all lights at Alliance Education Center, and automatic garage doors.

Lockout is the preferred method of isolating machines or equipment from energy sources. Tag-out is to be performed instead of lockout only when there is no way to lockout a machine.

Lockout/Tag-out Procedures

Affected employees are notified verbally when their machine is to be locked out by the authorized employee who will be performing the lockout.

The machinery and equipment listed above follows these shutdown, isolation, blocking and securing procedures for lockout/tag-out:

- 1) The authorized employee shall determine the type and magnitude of the energy that the machine or equipment utilizes, shall understand the hazards of the energy and shall know the methods to control the energy.
- 2) If the machine or equipment is operating, shut it down by the normal stopping procedure (depress the stop button, open switch, close valve, etc.)
- 3) Deactivate the energy isolating device(s) so that the machine or equipment is isolated from the energy source(s).
- 4) Lock out the energy isolating device(s) with assigned individual lock(s.)
- 5) Stored or residual energy (such as that in capacitor, springs, elevated machine members, rotating flywheels, hydraulic systems, and air, gas, steam, or water pressure, etc.) must be dissipated or restrained by methods such as grounding, repositioning, blocking, bleeding down, etc.
- 6) Ensure that equipment is disconnected from the energy source(s) by first checking that no personnel are exposed, then verify the isolation of the equipment by operating the push button or other normal operating control(s) or by testing to make certain the equipment will not operate. Then return the operating control(s) to neutral or “off” position after verifying the isolation of the equipment.

The machinery and equipment listed above follows these lockout removal and restart procedures:

Check the machine or equipment and the immediate area around the machine to ensure that non-essential items have been removed and that the machine or equipment components are operationally intact.

- 1) Check the work area to ensure that all employees have been safely positioned or removed from the area.
- 2) Verify the controls are neutral.
- 3) Remove the lockout devices and re-energize the machine or equipment.
- 4) Notify affected employees that the servicing or maintenance is completed and the machine or equipment is ready for use.

Written procedures for equipment with multiple energy sources, such as soil or gas space heaters, will be kept in the area where the equipment is located.

Lockout/Tag-out equipment will be the responsibility of Scott Zehnder, Lead Custodian, and individual instructors. Lockout/Tag-out equipment will be kept in a box in the Custodial office at Alliance Education Center and in the DCALS Office such that the equipment is accessible. Equipment including: tags, locks, chain and breaker locks will be ordered from the Health and

Safety Coordinator in the District Administration Office.

Periodic Inspection

A periodic inspection is done, looking at the energy control procedures performed to ensure that the procedure and requirements of the standard are being followed. This inspection is performed by a consultant.

Administrative Duties

Linda Berg has overall responsibility for coordinating safety and health programs in this district. She is the person having overall responsibility for the Lockout/Tag-out Program. Linda Berg will review and update the program, as necessary. Copies of the written program may be found on the website at www.isd917.org.

Discipline

Employees who do not use Lockout/Tag-out to control energy will be considered insubordinate and disciplined according to their contract.

Training and Certification

Annual training will be provided by SafeSchools Online Training to authorized employees. Annual review to certify that building employees are able to perform lockout/tag-out will be done by Scott Zehnder and the secondary building principal.

Outside Contractors

Outside contractors who work on equipment or machinery in the buildings will be shown this plan, prior to doing any work where lockout/tag-out is required. Outside contractors shall use lockout/tag-out whenever the unexpected energization, start up, or release of stored energy could injure. The outside contractor will be responsible for informing affected employees when they plan to use lockout/tag-out. Outside contractors shall provide their own lockout/tag-out equipment.

EMPLOYEE RIGHT TO KNOW

WRITTEN PLAN

Intermediate School District 917

July 2024

Intermediate School District 917 is complying with the requirements of OSHA's Employee Right to Know Standard 5205.0100 to 5202.1200 by ensuring that employees are aware of the dangers associated with hazardous substances, harmful physical agents or infectious agents they may be exposed to in their workplaces.

Written Plan

This plan applies to all work activities in our district where employees may be exposed to hazardous substances or harmful physical agents under normal working conditions or during an emergency situation.

Linda Berg is responsible for this plan. Linda Berg will review and update the plan annually. Copies of the written plan may be obtained from Linda Berg in District Administration.

All employees can obtain further information on this written plan, the Employee Right to Know standard, applicable SDS, and chemical information lists from Linda Berg in the District Administration Office. Under this plan, our employees will be informed of the contents of the Employee Right to Know Standard, the hazardous properties of chemicals with which they work, safe handling procedures, and measures to take to protect themselves from these chemicals. They will also be informed about any exposure to harmful physical hazards: heat, noise or radiation.

If after reading this plan you find that improvements can be made, please contact Linda Berg at 651-423-8214. We encourage all suggestions because we are committed to the success of our written Employee Right to Know plan. We strive for clear understanding, safe behavior, and involvement in the program from every level of the district.

Hazard Evaluation Procedures

Our chemical inventory is a list of hazardous chemicals known to be present in our work place. Anyone who comes into contact with the hazardous chemicals on the list needs to know what those chemicals are and how to protect themselves. That is why it is so important that hazardous chemicals are identified, whether they are found in a container or generated in work operations (for example, welding fumes, dusts, and exhaust fumes). The hazardous chemicals on the list can cover a variety of physical forms including liquids, solids, gases, vapors, fumes, and mists.

Barb Schmitz, Buyer, will request an SDS sheet be sent with every chemical order. Barb will

then give the SDS sheet to Linda and the person ordering the chemical. Linda Berg will maintain an inventory of hazardous chemicals and SDS sheets. **All staff who order or purchase chemicals or use a blanket purchase order are responsible to request an SDS sheet and furnish a copy to Linda Berg, Health and Safety Coordinator or forward chemical information so Linda Berg can input into MSDSOnline. This MSDS icon is on every staff computer for easy chemical access.**

No chemicals may be brought in from home.

Harmful physical agents and where they are present in this work place include:

- Excess Noise – See the Hearing Conservation Plan
- Excess Heat – Heavy duty truck, TESA kitchen, TESA shop, construction, fundamental chef and food industry careers
- Radiation – no known radiation source.
- Infectious Agents – Nurses' office. See policy 407.

Safety Data Sheet (SDS)

The SDS is a fact sheet for chemicals that pose a physical or health hazard in the workplace. SDS provides our employees with specific information on the chemicals they use.

ISD 917 uses MSDSonline for their chemical inventory. All employee computers have this available on their computers desktop for quick lookups. No hard copies are available.

Here is the website to look up chemicals: <https://msdsmanagement.msdsonline.com/6144367c-5b59-4df8-b787-4fa89f0d907a/ebinder/?nas=True>

Contractors working on-site will provide SDS for products being used to the building custodial department before work begins. This will be required of all contractors by the contract or purchase order.

Labels and Other Forms of Warning

All chemicals in the district must be labeled. If chemicals are purchased through normal channels, the chemicals will come with a label. If a chemical is not labeled by the manufacturer or vendor, then the user will put a label on the product. If chemicals are taken out of the shipping container and placed in other containers (such as wood glue being put into small plastic bottles) then the secondary use containers must be labeled.

Labels list at least the chemical identity and the appropriate hazard warnings. The chemical identity is found on the label, the SDS, and the chemical inventory. The chemical identity used by the supplier may be a common or trade name, or a chemical name. The hazard warning is a brief statement of the hazardous effects of the chemical (i.e., "flammable," or "causes lung damage"). Labels frequently contain other information, such as precautionary measures (i.e., "do not use near open flame"), but this information is provided voluntarily by the

district and is not required by the law. Our labels are legible and prominently displayed, though their sizes and colors can vary.

The user of the chemical is responsible for ensuring that all hazardous chemicals are properly labeled.

If employees transfer chemicals from a labeled container to a portable container that is intended only for their IMMEDIATE use, no labels are required on the portable container.

A poster is displayed to inform employees about the hazard communication standard. It is located on the bulletin board near shops, labs and classrooms where hazards may exist.

Warning labels will be posted where harmful physical agents are at a level which may be expected to exceed the action level.

Training

Everyone who works with or is potentially "exposed" to hazardous chemicals will receive initial training and annual retraining on the Employee Right to Know Standard, the safe use of hazardous chemicals, and the hazards of physical agents. This training will be completed annually through the online Hazardous Communications course in SafeSchools Online Learning. "Exposure" means that "an employee is subjected to a hazardous chemical in the course of employment through any route of entry (inhalation, ingestion, skin contact or absorption, etc.) and includes potential (e.g., accidental or possible) exposure."

Information and training is a critical part of the Employee Right to Know program. We train our employees to read and understand the information on labels and SDS, understand the risks of exposure to the chemicals and physical hazards in their work areas and the ways to protect themselves. The employees who receive training include those from the following programs: Alliance Education Center, Food Industry Careers; Fundamental Chef Training; Construction Trades; Heavy Duty Truck Technology; Total Automotive Care; Graphic Communications; and Health and Safety.

The Personnel Department provides initial employee right to know training for all employees hired. This training is done through SafeSchools, an online course, and is shown to all employees before they begin to work. Records of this training are kept in the Health and Safety files in the District Administration Office.

The Assistant Directors, designated instructors or outside consultants will provide annual training. Records of annual training are kept on file in the District's Health and Safety files in the District Administration Office.

Our goal is to ensure employee comprehension and understanding, including their being aware that they are exposed to hazardous chemicals and physical agents, knowing how to read and use labels and SDS, and appropriately following the protective measures we have established. We instruct our employees to ask their supervisors any questions regarding hazardous material or any other safety issue. As part of the assessment of the training program, we seek input from employees regarding the training they have received, and their suggestions for improving it.

Training Content

Training content is organized according to the hazards to which the employees are exposed. The format of the training program used is either group training, hands-on training or one-on-one training.

The training plan emphasizes these elements:

- Summary of the standard and this written program, including what hazardous chemicals are present, the labeling system used, and access to SDS information and what it means.
- Chemical and physical properties of hazardous materials (e.g., flash point, reactivity) and methods that can be used to detect the presence of chemicals.
- Physical hazards of chemicals (e.g., potential for fire, explosion, etc.).
- Health hazards, including signs and symptoms of exposure, associated with exposure to chemicals and any medical condition known to be aggravated by exposure to the chemical.
- Harmful physical agents, the level of exposure, effects, symptoms and emergency treatment.
- Procedures to protect against hazards (e.g., engineering controls; work practices or methods to assure proper use and handling of chemicals; personal protective equipment required, and its proper use, and maintenance; and procedures for reporting chemical emergencies).

Contractors

When contractors or any other employers' workers (i.e., painters, electricians, or plumbers) will be working at this work place, the contractor will:

- Provide the custodial department with SDS for any of the chemicals brought onto our site
- Relay verbally to the Assistant Director any information relating to possible emergencies that may arise or possible exposures to district employees

At Alliance Education Center, contractors must contact Scott Zehnder and also **Shannon McBrennan**, **Jackie Pauley**, Assistant Director (651-423-8100).

At Dakota County Technical College, contractors must contact Paul DeMuth, Director of Operations (651-423-8370).

Additional Information

All employees, or their designated representatives, can obtain further information on this written program, the Right to Know Law, applicable SDS, harmful physical agents and chemical information lists by contacting Linda Berg at 651-423-8214.

Indoor Air Quality Management Plan

Intermediate School District 917

1300 145th Street East

Rosemount, Minnesota 55068

July, 2024

TABLE OF CONTENTS

I.	Indoor Air Quality Management Plan	4
	A. Purpose/Scope	4
	B. Description	4
	C. Acceptable Indoor Air Quality Goals	6
	D. Process Utilized	6
	E. District Policy	7
	F. IAQ Plan Review	7
II.	Indoor Air Quality Team	7
	A. District IAQ Coordinator	7
	B. District-Wide IAQ Team Members	7
III.	Building Surveys	8
	A. Walk-Through	8
	B. Ventilation Surveys	9
IV.	Maintaining and Operating Buildings for Optimum Indoor Air Quality	9
	A. HVAC Preventative Maintenance Program	9
	B. Temperature	12
	C. Water Intrusion	12
	D. Painting, Roofing and Flooring	12
V.	Indoor Air Quality Checklists	12
VI.	Integrated Pest Management (IMP)/Chemicals	12
	A. IPM	12
	B. Chemicals	13
VII.	Indoor Air Quality Cleaning Standards	13
	A. Entrances	14
	B. Hallways	14
	C. Food and Beverage Areas	14
	D. Kitchens	15
	E. Restrooms and Locker Rooms	15
	F. Classrooms	15
	G. Offices	15
	H. Carpet	15

VIII. Area IAQ Guidelines	15
A. Animals in the Classrooms	15
B. Food Service	16
C. Art and Craft Classrooms	17
IX. Indoor Air Quality Complaint Resolution System	17
A. Purpose/Scope	17
B. The Process	17
X. Communication/Information	17
A. Availability of Information	17
B. Annual Notification	18
XI. Training, Education, and Information	18
XII. Renovation, Remodeling, and Redecorating Activities	19
XIII. Budgeting	19
XIV. Appendices:	
A – Indoor Air Quality Complaint Form	
B – Indoor Air Quality Questionnaire	
C – Action Items List	
D – Health & Safety Coordinator’s Indoor Air Quality Investigation Form	
E – Teacher’s Indoor Air Quality Checklist	
F – Indoor Air Quality Flooring Checklist	
G – Indoor Air Quality Painting Checklist	
H – Indoor Air Quality Roofing Checklist	
I – Building and Grounds Maintenance Checklist	
J – HVAC Maintenance Schedule	
K – Ventilation Checklist and Log	

I. ISD 917 Indoor Air Quality Management Plan

A. Purpose and Scope

The purpose of this document is to provide minimum building operational standards to ensure acceptable indoor air quality within all Intermediate School District 917 facilities. This plan will impact all building occupants by proactively managing indoor air quality and provide a healthier and safer environment for students and staff members. This document is reviewed and revised annually, or more often if significant changes are made to building operations, cleaning, or maintenance.

B. Description

Indoor Air Quality (IAQ) files and all records relating to IAQ are located in the Superintendent's office at Dakota County Technical College, 1300 145th Street East, Rosemount, MN, 55068.

The following building locations (categorized) will be occupied by Intermediate School District 917 programs during the 2024-2025 school year:

DISTRICT OWNED SPACE

Alliance Education Center

14300 Biscayne Avenue
Rosemount, MN 55068
651-423-8100

DISTRICT LEASED SPACE

Cedar School (SUN)

2140 Diffley Road
Eagan, MN 55122
952-707-4050

Concord Education Center

9015 Broderick Blvd.
Inver Grove Heights, MN 55076

Dakota County Area Learning School North (DCALS-North)

150 E. Marie
West St. Paul, MN 55118
651-332-5570

Dakota County Technical College (TESA, Dakota County Area Learning School (DCALS), Administrative Offices)

1300 East 145th Street
Rosemount, MN 55068
651-423-8214

Lebanon Education Center (TEA)

5800 149th Street
Apple Valley, MN 55124
952-431-4062

SPACE OCCUPIED WITHIN ANOTHER PUBLIC SCHOOL DISTRICT

Bloomington Transition Center (DASH, SUN & TESA)

2575 W 88th Street, Door 10
Bloomington, MN 55431
Main Office: 952-681-6118
Fax: 952-681-6179
School Hours: 7:45-2:20

Boeckman Middle School (PACES)

800 Denmark Avenue
Farmington, MN 55024
651-460-1401

Farmington High School (PACES)

50655 Flagstaff Avenue
Farmington, MN 55024
651-252-2628

Hastings Senior High School (DASH)

200 General Sieben Drive
Hastings, MN 55033
651-480-7521

Inver Grove Heights Middle School (DHH)

8167 Cahill Avenue
Inver Grove Heights, MN 55076
Rm. 8208
Main Office: 651-306-7200
Fax: 651-306-7152
School Hours: 8:30-3:20

Lakeville North Senior High School (PACES and DASH)

19600 Ipava Avenue West
Lakeville, MN 55044
952-232-3600

Lincoln Center (DHH)

357 9th Avenue N.
South St. Paul, MN 55075
Rm. 135A
Main Office: 651-457-9426
Fax: 651-457-9423
School Hours: 8:20-2:55

McGuire Middle School (PACES)

21220 Holyoke Ave. Wes
Lakeville, MN 55044
952-232-2289

Pine Bend Elementary (TEA)

9875 Inver Grove Trail
Inver Grove Heights, MN 55076

Pond Family Center (TEA)

9600 Pond Avenue South
Bloomington, MN 55420
Rm. XXX:
Main Office: 612-870-7422
Fax: 651-438-4985

Riverview Elementary (TEA)

4100 208th Street West
Farmington, MN 55024

Simley High School (DHH)

2920 80th Street East
Inver Grove Heights, MN 55076

Two Rivers High School (DASH)

1897 Delaware Avenue
Mendota Heights, MN 55118
651-403-7345

SPACE OCCUPIED WITHIN OTHER FACILITIES (Public or Private)**Juvenile Services Center (JSC)**

1600 West Highway 55
Hastings, MN 55033
651-438-4980

C. Acceptable Indoor Air Quality Goals

Intermediate School District 917 has identified the following goals to assure acceptable indoor air quality within its facilities. Each goal is measurable to provide a quantitative assessment of what constitutes good indoor air quality:

Goals and Objectives

1. Provide a minimum of 15 cubic feet per minute (cfm) of outside air per person during regular school hours.
2. Reduce the number of complaints and reactive investigations by improving indoor air quality throughout the district and solving any problems/handling concerns proactively.
3. Implement a thorough preventative maintenance program involving heating, ventilation, and air conditioning systems and building envelope.
4. Improve the effectiveness of cleaning buildings with better procedures, supplies, and equipment.
5. Reduce chemical usage during times when buildings are occupied.
6. Improve the overall health and well being of building staff members and students.
7. Ensure well-maintained building envelop (walls, windows, roofs) to limit moisture infiltration into buildings.

D. Process Utilized

Intermediate School District 917 has followed a logical process as described in the “Tools for Schools” documents to develop this plan. The specific process included:

- Interviews with building custodians and program supervisors (Directors/Assistant Directors) to develop a database of the occupants' present satisfaction with the quality of indoor air.
- A baseline assessment of the indoor air quality within each facility that included appropriate indoor air quality testing
- Problems identified and isolated were appropriately remedied or a plan was developed for remediation.

E. District Policy

District 917 understands the importance of providing acceptable indoor air quality to our customer base. The district is committed to ensuring that acceptable indoor air quality is provided and maintained in all buildings. This Management Plan provides the tools to help provide acceptable indoor air quality.

F. IAQ Plan Review

The Intermediate School District 917 Indoor Air Quality (IAQ) team will review this plan annually.

II. Indoor Air Quality Team

The following is a list of the District's Indoor Air Quality Team members and their roles and responsibilities:

A. District IAQ Coordinator

Name: Linda Berg, ISD 917 Health and Safety Coordinator, Certificate #I1559

Telephone: 651-423-8214

Role and functions: The primary role of the IAQ Coordinator is team management, coordination, and record keeping.

- To manage the IAQ team and encourage a sense of shared responsibility and cooperative effort, and ensure the implementation of the Management Plan.
- To prepare for emergency response and consult with the superintendent to determine if and when outside consultation is needed.
- To maintain Minnesota Department of Education IAQ certification.
- To assure that baseline investigations are conducted and make recommendations to remediate identified IAQ problems.
- To disseminate IAQ information, register IAQ complaints, direct the response and communicate IAQ issues and status to school administration, staff, students, parents and media.

B. District IAQ Team Members

Name: Dr. Michael Favor, ISD 917 Superintendent, Chair

Telephone: 651-423-8226

Role and functions: Supervision and administration of the IAQ plan.

- To convene regular meetings of District 917 Health, Safety & Wellness Committee.
- To ensure that agendas include IAQ and health/safety issues, concerns, and action plans.
- To oversee building and facility operations.
- To provide assistance in remediating IAQ concerns as they are identified.
- To direct IAQ remediation activities as needed.
- To communicate IAQ issues and status to school administration, staff, students, parents and the media.

Name: Melissa Ho, Licensed School Nurse

Telephone: 651-423-8152

Role and functions:

- To provide overall assistance related to health concerns attributable to IAQ.
- To provide support in monitoring and recognizing trends in reported illnesses that may give warning signs of IAQ or other more serious health problems.

Name: Scott Zehnder, Alliance Education Center, Maintenance Engineer

Telephone: 651-423-8127

Role and functions:

- To ensure facility maintenance is appropriately planned and implemented.
- To provide assistance in remediating IAQ concerns as they are identified.

Name: Contracted Health & Safety Specialist

Role and functions:

- To arrange and/or conduct environmental testing, if warranted.
- To serve as the technical IAQ resource for ISD 917.

Name: ISD 917 Directors/Assistant Directors/DCALS Principal

Role and functions:

- To assist with reporting of IAQ issues and supporting IAQ training and implementation.

III. Building Surveys

A. Walk-Through

A walk-through of all District 917 buildings that house students and/or employees will be conducted annually. The walk-through is done by building custodians, directors/assistant directors, classroom teachers, and nurses, and will evaluate the following:

- Obvious water intrusion problems (interior and exterior)
- Obvious ventilation failures and/or problems
- Obvious building/structural failures and/or problems
- Overall cleanliness of buildings and classrooms
- Assess the need for program improvements and upgrades (e.g. ventilation, carpet, building compounds).

Teachers will evaluate classrooms annually using the checklist in Appendix E. Classrooms located in school buildings covered by another district IAQ plan will also be inspected and the district notified regarding any areas of concern.

Maintenance engineers will evaluate ventilation systems annually using the checklist in Appendix K.

Maintenance engineers will evaluate all building maintenance issues using the checklist in Appendix I at least annually.

B. Ventilation Surveys

Ventilation surveys of all buildings will be conducted annually, and as needed when condition changes occur and time elapses. Reports will be available in the Health and Safety Coordinator's Office.

IV. Maintaining and Operating Buildings for Optimum Indoor Air Quality

A. Heating, Ventilation, & Air Conditioning (HVAC) Preventative Maintenance Program

A proactive HVAC management program is key to providing good air quality in schools. To assure good quality of indoor air the following procedures will be implemented through the district's preventative maintenance program:

1. Outdoor Air Intake

- Inspect intake for blockage quarterly.
- Verify if intake damper works and is within design specifications quarterly.
- Verify damper does not close completely under occupied conditions quarterly.
- Check the calibration of all HVAC controls as needed.

Ideally, the minimum fresh air intake setting, while a building is occupied is 15 to 20 percent (15 to 20 percent of supply air to an occupied space is outdoor air) of the total mixed airstream (return air plus outdoor air). During building occupancy the fresh air intake will not be completely closed.

2. Exhaust Air Outlet – Maintenance Includes:

Annually, the belt tension on all fan motors will be checked for proper deflection (see manufacturer's service manual).

3. HVAC Ventilation Ductwork – Ductwork will be inspected on an as needed basis. Ductwork inspection should occur when the cleaning of the cooling coils occurs. Ductwork needs to have easy-to-open observation and clean-out doors installed at a minimum in the following locations:

- a. Clean-out door(s) (as large as possible) upstream and downstream of cooling coils to allow maintenance workers good access to clean the ductwork within five feet of the cooling coils, the cooling coils and drainage pans from the cooling coils.
- b. Inspections door(s) (minimum 10 inch size) 10 to 20 feet downstream of the cooling coils. If there are several supply air ductwork branches in this area, an inspection door needs to be installed in each branch.
- c. Clean-out door(s) (as large as possible) at the filtration system for the air handling unit to inspect the duct work surfaces five feet on each side of the filtration system.
- d. Inspection doors (minimum 10 inch x 10 inch size) 10 to 20 feet upstream of the filtration systems. If there are several return and/or mixed air ductwork branches in this area, an inspection door needs to be installed in each branch.

These observation doors (clean-out doors) are needed to allow inspection of the condition of the ductwork in these buildings. Things to look for are dust, mold (microbial) and water accumulations in the ductwork, which indicate potential problems with the air-handling unit.

Standard galvanized ductwork should be cleaned every 20 to 30 years. Cleaning ductwork lined with fibrous glass on the inside is very difficult and should always be approached with caution. Before any cleaning is conducted, an appropriate inspection should be conducted to determine the need for cleaning.

4. Air Handling Unit (AHU) – The components of the air-handling unit at Alliance Education Center are inspected on a regular basis by the maintenance engineer. This regular maintenance can vary greatly among the different types of air handling units. Service manuals for each air-handling unit are consulted for maintenance schedules. The discussion below outlines regular maintenance to components conducted to prevent indoor air quality concerns.

- a. *Air filtration system* – filters are primarily used to remove particles from the air.

Low efficiency filters (ASHRAE Dust Spot ratings of 10-20 percent or less) are often used to keep lint and dust from clogging the heating and cooling coils of a system. In order to maintain clean air in occupied spaces, filters must also remove bacteria, pollens, insects, soot, dust and dirt with efficiency suited to the use of the building. Using high quality filters is one of the best insurance policies for the good health and energy efficiency of an air handling system.

All dirt cannot be eliminated from the HVAC system; however, the amount of dirt present inside the HVAC system can be controlled by proper air filtration.

- b. *Heating Coils* – Heating coils are inspected annually for accumulation of debris on the upstream side of the coils. These coils normally are thoroughly cleaned as needed.
- c. *Cooling Coils* – These coils are thoroughly cleaned as needed.
- d. *Supply Fan or Air Blower* – Supply Fans or Air Blowers should be cleaned as a part of the duct cleaning process. Supply Fans should be thoroughly inspected at least annually for surface debris and general operation.

A copy of the following checklist is kept on file in the Health and Safety Office:

HVAC COMPONENT	MONTHLY	QUARTERLY	SEMI-ANNUALLY	ANNUALLY	AS REQUIRED
A. Outdoor air intake inspection (unit ventilators)				X	
B. Check belt tension				X	
C. HVAC duct work inspection					X
D. HVAC controls calibration					X
E. Filter changes				X	
F. Heating coils/cooling coils inspection				X	
G. Heating coils/cooling coils cleaning					X (unit ventilators)
H. Supply fan inspection				X	
I. Supply fan cleaning					X

The ASHRAE 62-1989 requirements are 20 cfm of outside air per expected occupant in office area, conference rooms, and 15 cfm per expected occupant in reception areas and classrooms. Buildings complying with these regulations should maintain the carbon dioxide concentrations in occupied spaces (where the source of the carbon dioxide is people's exhaled breaths) under most operating conditions below 1000 ppm.

Minnesota Occupational Safety and Health Regulation (MOSHA) which were adopted from the Minnesota Industrial Commission in 1972, regulate the amount of fresh air that must be provided and distributed in all workrooms. This is covered under Minnesota Rules 5205.01109 "Workroom Ventilation and Temperature". This regulation states the following:

Subpart 1. Air. Air shall be provided and distributed in all workrooms as required in this code, unless prohibited by process requirements. Outside air shall be provided, to all workrooms, at the rate of 15 cubic feet per minute per person.

Buildings complying with the MOSHA regulation should maintain the carbon dioxide concentration in occupied spaces (where the source of the carbon dioxide is people's exhaled breath) below an average of 1000 ppm.

The legal ventilation standard, which applies to most buildings, is the MOSHA standard Minnesota Rules 5205.0110. The goal on ventilation for buildings should be the ASHRAE standard 62-1989.

Intermediate School District 917 uses the guidelines established by the Environmental Protection Agency in its "Tools For Schools" packet to calculate the amount of outside air being supplied to each individual. The following provides the formulas used to calculate the amount of outside air per person and a layout of a typical HVAC system.

A Note About Carbon Dioxide As A Measurement of Ventilation:

In a fully occupied classroom, with doors and windows shut, and measured several hours of occupancy, above 1300 PPM will indicate the need for remediation.

In building areas, where there are sources of carbon dioxide besides peoples exhaled breaths; the above guidelines cannot be used. Other sources can include exhaust gas from kilns, internal combustion engines, and dry ice. Under these conditions, the OSHA standard on carbon dioxide needs to be used to determine whether adequate fresh air is being provided. The OSHA standard on carbon dioxide is an 8-hour time weighted average of 10,000 ppm with a short-term 15-minute average limit of 30,000 ppm.

RECORD KEEPING: Building custodians will develop a record keeping schedule for preventive maintenance of HVAC systems. This schedule will be based on the manufacturer's recommendations, and information contained in the IAQ Management Plan. See Appendix J.

B. Temperature

In Minnesota it is recommended that occupied space temperatures in the summer should be 72-78 degrees with a relative humidity of 20-50 percent. The fall, winter, and spring occupied space temperatures should be 70-74 degrees with a relative humidity of 20-50 percent.

C. Water Intrusion

Below is a protocol for dealing with building materials where there has been water intrusion:

1. Visually review all flooded areas to determine which building materials have gotten wet.
2. For **ceiling tile**, remove and dispose of all wet ceiling tiles within 24 hours of water contact.
3. For **sheet rock**, remove all drywall and insulation that had become wet up to 12 inches above the water line. This is because wicking can cause water to move up above the water line.
4. For **furniture** that is made of wood, particleboard, or laminates air dry. For upholstered furniture that is wet by drinking quality water, air dry and monitor. For upholstered furniture, wet by contaminated water, discard.
5. For **carpet**, extract excess water from carpet, disinfect, dry as rapidly as possible, and then monitor. Carpet that has been wet for over 24 hours will be evaluated on a case by case basis. A wet/dry vacuum, extractor, and floor fans will be available for use.
6. For **papers, books, and files**, dry essential items within 24 hours. If that is not possible, then freeze them until there is time to dry them. Unessential items should be discarded. Essential items could also be photocopied.

The drying time can be decreased with the use of fans, dehumidifiers, and air conditioning.

D. Painting, Roofing and Flooring

Other work that can impact IAQ in a building includes flooring, painting, and roofing. Refer to Appendices F, G, and H for proper procedures.

V. Indoor Air Quality Checklists

Indoor Air Quality information (IAQ complaint form, questionnaire, action items list and the investigative form) is available in the Superintendent's office for review by interested District 917 staff members. In the event that a building custodian, teacher, or health & safety personnel would like to review a particular area with regard to IAQ, a comprehensive checklist is available for use in Appendices A, B, C, & D.

VI. Integrated Pest Management (IPM)/Chemicals

A. IPM

Pending state regulations, Integrated Pest Management (IPM) is a coordinated approach to pest control intended to prevent unacceptable levels of pests, while causing the least possible hazard to people, property, and the environment and using the most cost-effective means. IPM uses a combination of methods, which include:

- Improved sanitation removing food from desks, cleaning.
- Inspection and monitoring of pest population sites.
- Managing waste (keeping refuse in tight containers and locating waste containers away from buildings, if possible).
- Maintaining structures (fixing leaking pipes promptly, sealing cracks).
- Adding physical barriers to pest entry and movement (screens for chimneys, doors, and windows; air curtains).
- Modifying habitats (removing clutter, relocating outside light fixtures away from doors).
- Using traps (light traps, snap traps, and glue boards).
- Using pesticides judiciously.

An efficient IPM program will integrate pest management planning with preventive maintenance, housekeeping practices, landscaping, occupant education, and staff training.

Pest control activities that depend upon the use of pesticides involve the storage, handling, and application of materials that can have serious health effects. The district will only use pesticides after providing appropriate notice to staff, students and parents. Caulking or plastering cracks, crevices, and/or holes to prevent harborage behind walls will be used as the preferred strategy for dealing with pests.

Intermediate School District 917 will use an outside contractor for pest control when needed. Terms of the contract will be renewed annually and include the principles discussed below:

1. Pest Control Schedule

Whenever possible, pesticide applications are scheduled during unoccupied periods so that affected areas can be flushed with ventilation air before occupants return. Pesticides are applied in targeted locations, with minimum treatment of exposed surfaces. They are used in strict conformance with manufacturers' instructions and EPA labels. General periodic spraying may not be necessary. If occupants are present they will be notified prior to the pesticide application.

2. Materials Selection, Handling and Storage

Pesticides are selected that are species-specific and attempt to minimize toxicity for humans and non-target species. Contractors or vendors are asked to provide EPA labels and material safety data

sheets. Pesticides are stored and handled properly consistent with their EPA labels. Pesticides and other chemicals used will be recorded on a “Chemical Inventory” form.

If only limited areas of the building are being treated, the heating ventilation and air conditioning (HVAC) system will be adjusted so that it does not distribute contaminated air throughout the rest of the building. Temporary exhaust systems may be used to remove contaminants during the work day. HVAC system operation will be modified when necessary during and after pest control activities (e.g., running air handling units on 100 percent outdoor air for some period of time or running the system for several complete air exchanges before occupants re-enter the treated space).

Information on pesticide selection, use, and storage is available from several local and national sources. These include Minnesota Department of Agriculture at <http://www.mda.state.mn.us> and the Federal EPA at <http://www.epa.gov>, and 800/858-7378 or email npic@ace.orst.edu.

Notification of parents and employees, as required in MN Statute, Section 121A.30, is addressed in the Student/Parent Handbooks distributed to all students in September of each year and to new students as they enroll in the district. Notice of unscheduled applications is available to parents and employees. Relevant documentation is available in the Superintendent’s office.

B. Chemicals

District employees who purchase chemicals will insure that the least hazardous chemical available is selected for every application. The District 917 Buyer requests all available health and safety information for product review and distribution.

VII. Indoor Air Quality Cleaning Standards

After establishing guidelines that focus on prevention and containment, the final procedure for the effective reduction of contaminants that affect air quality is the implementation of Indoor Air Quality Cleaning Standards.

Keep in mind that whether an item is clean or not, does not necessarily affect IAQ, (e.g. a drinking fountain or wash basin). It may affect sanitation, but not IAQ. “Clean air,” however, cannot be foul smelling. Items that have a potential of becoming foul smelling must also have IAQ Cleaning Standards (e.g., a urinal or a wastebasket).

IAQ Cleaning Standards deal with *Items* (anything, object, or surface) to be cleaned, the *Tasks* required, *Task Frequencies*, and *When*. Since contaminated dirt by and large gets tracked into buildings onto floors, much emphasis is placed on clean floors. Since contaminated dirt gets into buildings through lower entrance levels, those levels are impacted far greater by contaminated dirt than upper levels. Task frequencies for floor maintenance tasks should therefore be lowered accordingly for upper levels. Recommended IAQ Cleaning Standards are for high impact areas on first and lower floors: Entrances, Hallways, Food and Beverage Areas, Kitchens, Restrooms and Locker rooms, Classrooms, and Offices.

A. Entrances

The purpose of entry mats is to stop and trap dirt and moisture. It’s necessary, therefore, to have two types of mats in place: a dirt mat and a moisture mat.

Dirt Mat: A dirt mat should have a coarse surface that affects removing contaminated dirt more easily from shoes. It should be porous to allow dirt to fall through to the backing of the mat, or into a dirt well into which the mat is placed. It should be thick enough to trap and hold at least 1/8 of an inch of dirt before emptying; and, it should be big enough for a person to step on it at least four times. Of course, the more traffic, the more mat.

Moisture Mats: A moisture mat should be capable of absorbing at least 4 ounces of water per square foot. It should have a backing to prevent moisture from passing through to the floor on which it is placed. And it should be big enough for a person to step on it at least four times.

Waste Receptacles (plastic lined): Fifteen-inch, double lined waste receptacles are located at each entrance of Alliance Education Center to easily accommodate a day’s trash. The location of these waste receptacles encourages use and greatly reduces the amount of contaminants that would otherwise be brought into building.

B. Hallways

It is a goal of District 917 to keep the hallways clean at Alliance Education Center (dusted, damp mopped, or cleaned with the automatic equipment regularly and stripped and refinished annually).

C. Food and Beverage Areas

Food and Beverages (F&B areas) should be designated and should be provided with appropriate facilities:

Facilities:

Food and beverages storage
Clean-up
Eating
Food and beverage purchases
Food disposal
Recyclable Disposal

Examples:

Refrigerator
Wash basin, hand soap, hand towels
Tables and chairs
Vending machines
Lined wastebaskets or refuse containers
Aluminum cans containers

At Alliance Education Center food and beverage areas are thoroughly cleaned by staff daily.

D. Kitchens

The kitchen staff is responsible for cleaning and sanitizing the surfaces, tools, and utensils they use for food preparation, but the custodial staff is responsible for the remainder of the cleaning. Cleaning is completed at the end of the cooking staff shift.

When sweeping and wet mopping the floor, special precautions are taken to reach under stoves and tables to remove all residues. Kitchen floors are swept or mopped daily.

E. Restrooms and Locker Rooms.

Fixtures, floors, and spots on the walls are cleaned daily. Entry surfaces are cleaned annually.

Weekly damp dusting horizontal surfaces and vent covers are a priority IAQ Cleaning Standard.

F. Classrooms

Clean floors, chalkboards, and chalk trays are priorities in classrooms. Clean floors because the tracked in contaminated dirt is a major carrier and source of contaminants. Also, clean chalkboards and chalk trays because of the chalk dust, an air contaminant and irritant.

G. Offices

Office parallel classrooms, the emphasis being on floor care and dusting.

H. Carpet

Weekly routine Carpet Maintenance:

Vacuuming Carpet: A top-fill upright vacuum with brush agitation or a canister vacuum with a power head incorporating brush agitation is to be used with frequency. Equally important, soil that is loosened and vacuumed from carpet must be collected in the vacuum recovery system and not allowed to re-enter the air within the structure to contribute to indoor air pollution. For this reason a high efficiency filtering system

and vacuum cleaner bags with a minimum rating of 90 percent efficient for 1 micron size particles need to be used in any vacuum equipment employed. A goal is to purchase and install micron bags for all the vacuum cleaners.

Immediate Spotting: Immediate attention is given to any spotting at Alliance Education Center as soon as the need is reported by a student or staff member.

Carpet Dry Chemical/Foam/Shampoo/Steam (Hot Water) Cleaning:

Cleaning Frequency: Specialized maintenance and cleaning programs (e.g. weekly, monthly, quarterly, and semi-annually) will be implemented based on individual needs.

Frequent cleaning of exterior entrances and high traffic areas reduces the contaminants and soil particles from outside the structure that accumulate in these areas.

Carpet Treatment for Fungi/Bacteria:

Carpets which have tested higher than normal will be cleaned or removed depending on the location, age of carpet and microbiological levels.

VIII. Area Indoor Air Quality Guidelines

A. Animals in Classrooms

Certain individuals, in particular those with asthma, may be sensitive to animal fur, dander, body fluids, or feces, and may experience reactions to these allergens. Furthermore, individuals can become sensitized (made allergic) by repeated exposure to allergens. District 917 has developed the following guidelines to address this area:

1. Use alternatives to animals, if possible.
2. If the teacher's intent is to have animals, then it is the site administrators responsibility to:
 - a. Prior to having animals consult the school nurse/health aide about student allergies or sensitivities (data privacy laws will need to be adhered to).
 - b. Ask parents about potential allergies, or seek to obtain information through a note that students take home or during parent-teacher conference. Remember to check for allergies when new students enter the class.
 - c. Locate sensitive students away from animals and habitats.
 - d. Have the teacher clean cages regularly (daily if possible).
 - e. Have the teacher locate animals away from ventilation system vents to avoid circulating allergens.
 - f. Use gloves to handle feces and dispose of in double bags and immediately place in the outside dumpster, not in building trash containers.
 - g. Keep animals caged. An exception is made for instructional activities in the Animal Science program.
 - h. Bottom of cage should have an impermeable liner on the bottom to prevent liquid or solid leakage from the cage.
 - i. Ensure trash bag is removed from classroom after cage cleaning.
 - j. Animals will be kept in the classroom as needed for curriculum activities and not for extended time periods.

For any health issues related to these guidelines please contact Intermediate School District 917 licensed school nurses: Melissa Ho (Licensed School Nurse) 651-423-8152.

B. Food Service

Cooking activities generate odors, heat, moisture, food waste, and other trash which, if not managed carefully, can lead to indoor air quality problems. Intermediate School District 917 has delineated the following responsibilities involved in the preparation and/or serving of food to ensure IAQ management:

Cooking Areas:

1. Make sure that the exhaust fans are working properly. If problems are noted, contact the building custodian.
2. Exhaust fans should be operational whenever cooking, dishwashing, and cleaning.
3. Any leaks or odors of combustion gas should be reported immediately to the building engineer.
4. Clean kitchen after each use as required by district and Department of Health policy.
5. Report any signs of mold, mildew, or algae to building custodian.
6. Report any plumbing water leaks to building custodian.
7. Report any pest problems to building custodian.

Food Handling and Storage:

1. Regularly check food service areas for signs of insects or vermin.
2. Follow food handling and storage practices as recommended by district and Department of Health.
3. Maintain general cleanliness.

Waste Management:

1. Follow district guidelines concerning the recycling of waste.
2. Store waste in appropriate sealed containers.
3. Make sure dumpsters are located away from air intake vents, operable windows, etc.

The District 917 Secondary Technical Center offers several courses to high school students involving food preparation careers (Food Industry Careers, Dietary Aide, and Fundamental Chef). Instructors attend training updates as needed to maintain safety and health within these departments.

C. Art and Crafts Classrooms

Classrooms used for arts and crafts activities shall comply with items detailed in the Teacher's Checklist in Appendix E. Materials emitting toxic fumes are not used in classroom spaces when students and staff members are present.

IX. Indoor Air Quality Complaint Resolution System

A. Purpose/Scope

The purpose of the IAQ Complaint Resolution system is to investigate and attempt to resolve IAQ issues within Intermediate School District 917 buildings in a prompt, responsive manner.

B. Process

The following describes the process to be implemented if a building occupant is concerned about IAQ:

1. The person(s) concerned about indoor air quality should contact the Health and Safety Coordinator using an IAQ complaint form (Appendix A)
2. The Health and Safety Coordinator and/or building custodians will conduct an investigation, using Appendix B, to try to resolve the problem internally.
3. The Health and Safety Coordinator will review the IAQ complaint form and may request relevant medical documents from occupants with symptoms.
4. The Health and Safety Coordinator will investigate the problem using Appendix D. The Health and Safety Coordinator will provide a written report to the Superintendent, the Director/Assistant Director of

the program involved, and the building custodian. The Superintendent and Health and Safety Coordinator contact an outside vendor if additional testing is required.

5. District employees will perform remediation when feasible and appropriate. If an outside contractor is necessary the Superintendent will define the scope of services and assist in procuring those services in accordance with district policies.
6. If a problem is not solved after appropriate testing, investigation and remediation, the person may need to be moved to a different space based on availability.

X. Communication/Information

A. Availability of Information

Intermediate School District 917 is committed to open communication regarding IAQ and will make available any and all information regarding IAQ in district facilities. Parents and employees can obtain information about IAQ by contacting the Superintendent's office, or checking the District 917 website: <http://www.isd917.org>. Information available includes:

- Checklists or self-help information so they can properly evaluate their child's home or other out of school situations.
- Information about school facility construction, maintenance, and housekeeping practices, chemicals used, mold and HVAC related information, chemical producing academic subjects, pesticides and herbicides and the like to determine the extent to which school activities contribute to a child's symptoms.
- Information on what a parent can do (how they can effect change) upon discovering questionable activities occurring within schools.

B. Annual Notification

Annual notification of parents will occur each September (or when a new student is enrolled in District 917) through the Parent/Guardian and Student Handbook. Notification of employees will be included in employee orientation materials, policy handbooks, and the annual IAQ Walk-through Inspection process.

XI. Training, Education, and Information

Employee Annual Training Plan:

EMPLOYEE	TRAINING 1	TRAINING 2	TRAINING 3
Superintendent	X	X	
Directors/Assistant Directors	X		(As Needed)
IAQ / Health and Safety Committee Members	(IAQ Coordinator)	X	
Maintenance/Custodial Staff		X	X
School Nurses/Health Assistants		X	(As Needed)
Teachers			(As Needed)

Training 1 – Executive IAQ Briefing

This briefing opportunity, provided annually at a meeting of the District 917 Administrative Team, will provide a broad overview of IAQ and its impact on occupant's health. The presentation will also review/discuss Intermediate School District 917 plan to manage IAQ in the proactive manner.

Training 2– IAQ Plan Implementation

This training will take place at a meeting of the Health, Safety, and Wellness Committee, and will specifically review the IAQ management plan, the impact of the plan on building occupants, and the process and individual responsibilities for its implementation.

Training 3– IAQ in Classrooms

This training for District 917 custodians will address the operation of ventilation equipment, carpet care, animals, food, and the district IAQ plan.

XII. Renovation, Remodeling, and Redecorating Activities

Renovation, remodeling, and redecorating activities have the potential for causing indoor air quality problems. Proper planning is important to minimize potential problems. Building occupants will be informed of the nature of these activities.

District remodeling specifications require cleanliness, dust control, protection of building and building materials from water and clean HVAC parts:

- All mechanical ventilation improvements will result in demonstrated current performance criteria as found in state law, statute or rule, to include proper amount of ventilation rate over a specified outside temperature range, proper filtration, and ability to measure ventilation rate.
- Proper commissioning of all mechanical ventilation improvements will be done and validated by a designated professional who has adequate errors and omissions insurance.
- Mechanical ventilation improvement work will remain under warranty by the outside party until a full range of seasons has occurred, allowing any deficiencies to surface and be corrected.

A common concern which can occur during these activities is the release of volatile organic compounds from paint, stain, adhesives, sealants, new carpeting, and furniture. When feasible these types of activities will be scheduled to occur when the building is not occupied. Many times, for a variety of reasons, these activities need to occur while the building is occupied. During these activities the maintenance engineer will increase the fresh intake air as feasible. This increased ventilation will occur during these activities and for a short time after the work has been completed. A representative from the Indoor Air Quality Management team will advise on the selection and purchase of paint products.

If only limited areas of the building are being remodeled, the HVAC system will be adjusted and/or containment systems utilized as applicable so that it does not distribute contaminated air throughout the rest of the building. Temporary exhaust systems to remove contaminants during the work day will be considered. It may be necessary to modify HVAC system operation during and after these activities (e.g., running air handling units on 100 percent outdoor air for a period of time or running the system for several complete air exchanges before occupants return to the building).

When feasible, activities where solvents will be released will be scheduled to occur late in the day or on Friday so the building can air out overnight or during the weekend. Whenever possible, carpeting will be installed on a Friday so the solvents in the carpet and its adhesive have the weekend to air out before the tenants return to work.

Prior to modifications to the building system that could impact asbestos-containing materials, the AHERA inspection manual will be reviewed. If asbestos-containing materials will be affected by work, asbestos abatement contractors will generally remove asbestos-containing materials and document the removal work.

The documents in Appendices F and G will be provided by the purchasing department to contractors who do painting and roofing repairs.

XIII. Budgeting

The district health and safety budget is available for use in remedying IAQ problems. This budget is submitted annually for approval. Annual needs, project upgrades, etc., are prioritized and included in the health and safety budget. Routine maintenance items are planned and budgeted for in order to prevent water intrusion, maintain airflow, and improve cleanliness in district buildings as a part of annual budgeting.

APPENDIX A-IAQ Complaint Form
Intermediate School District 917

Indoor Air Quality Complaint Form

(This form is to be filled out by the building occupant or a staff member)

Date: _____ Building Name: _____ Room Number: _____

Occupant's Name: _____ Phone Number: _____

Please describe the problem in detail. Include specific symptoms you have experienced, time of day, weather conditions, number of occupants and any additional observations you would like to make.

Someone may need to contact you to discuss the complaint. What is the best time to reach you? _____

So that we can respond promptly, please return this form to Linda Berg, Health and Safety Coordinator, District Office, 1300 145th Street East, Rosemount, MN 55068 or fax to 651-423-8781.

APPENDIX B-Questionnaire

Indoor Air Quality Questionnaire

The purpose of this form is to gather the information required for solving the indoor air quality concerns.

Name: _____

Date: _____

Program/Site: _____

Background Information

Question	Response
1. How long have you been in the building?	
2. How long have you been your present location in the building?	
3. Have you experienced any physical discomfort or symptoms related to indoor air quality?	
4. What type of symptoms are you experiencing?	
5. When did the symptoms start?	
6. How long do the symptoms last?	
7. Are symptoms experienced apart from the work area? If yes, when and where?	
8. Is an odor coinciding with our symptoms? If yes, describe the odor.	
9. Have these symptoms ever been experienced at another work area? If yes, please describe.	

Additional comments:

APPENDIX C-Action Items List

**INTERMEDIATE SCHOOL DISTRICT 917
HEALTH, WELLNESS & SAFETY
ACTION ITEMS LIST**

LOCATION: _____

DATE	ACTION ITEMS	ASSIGNED TO	COMPLETED

****Please write down all Health, Wellness & Safety issues. RETURN this completed form to Linda Berg in District Administration by June 1 of each year.*

APPENDIX D-IAQ Investigation Form
Intermediate School District 917
Health & Safety Coordinator Indoor Air Quality Investigation Form

1. INVESTIGATOR INFORMATION

Name: _____	Date: _____	Time: _____
Room #/Area _____	# of Occupants in Room or Area _____	

2. COMPLAINT DATA

Name: _____	Date of complaint _____	Time: _____
Room #/Area _____	Building Name: _____	
Health Symptoms Associated With Complaint:		

Other Concerns, i.e. odor, moisture, airflow, cleaning, etc.:		

3. INVESTIGATION CHECKLIST

Air Handling Unit	Comments/Action Taken
Air Handling Unit On: ☐ Yes ☐ No	_____
Air flowing from Vents: ☐ Yes ☐ No	_____
Exhaust Operations: ☐ Yes ☐ No	_____
Thermostat Properly Set: ☐ Yes ☐ No	_____
Other Problems Noted:	

Moisture	
Any Present Signs of Moisture: ☐ Yes ☐ No	_____
Any Previous Moisture Concerns: ☐ Yes ☐ No	_____
Any signs of Biological Growth: ☐ Yes ☐ No	_____
Any Odors: ☐ Yes ☐ No	_____

Other Sources

Any Recent Renovation in Area:	☐ Yes ☐ No	_____
Is it Overly Dusty/Unclean:	☐ Yes ☐ No	_____
Are Chemicals Stored in Room:	☐ Yes ☐ No	_____
Any Pesticides Recently Applied:	☐ Yes ☐ No	_____
Any Tunnel System:	☐ Yes ☐ No	_____
Any Unused Drains:	☐ Yes ☐ No	_____

4. TEST DATA

AHU # _____		VAV/Zone # _____
Room Temp. (°F) _____		
Room Relative Humidity (%) _____		
T'stat Setting (°F) _____		
Room CO (ppm) _____	Room CO ₂ (ppm) _____	
Particulates _____		
Outside Air Temp (°F) _____		
Outside CO (ppm) _____	Outside CO ₂ (ppm) _____	

5. WATER INTRUSION

6. OTHER DATA

7. IMMEDIATE CORRECTIVE ACTIONS TAKEN

8. ADDITIONAL CORRECTIVE ACTION REQUIRED

9. ADDITIONAL COMMENTS

APPENDIX F-Renovation/Repairs Checklist

RENOVATION AND REPAIRS CHECKLIST- FLOORING

Pre-Installation

- ☐ Determine whether resilient tile flooring scheduled for removal contains asbestos fibers.
- ☐ **Renovation may/will disturb asbestos- containing flooring.**
- ☐ Select low-emitting adhesive when installing glue-down flooring.
- ☐ Obtain information about product constituents and emissions that may adversely impact IAQ from manufacturers.
- ☐ Select low-emitting adhesive.
- ☐ Select low-emitting flooring materials.
- ☐ **Need additional information for selecting low-emitting adhesive and flooring materials.**
- ☐ Do not install carpet near water sources.
- ☐ When possible, schedule installation for time when school is unoccupied.

During Installation

- ☐ Use low-emitting adhesives.
- ☐ Use low-emitting flooring materials.
- ☐ Air new products before installation.
- ☐ **Need help arranging the airing out of flooring products.**
- ☐ Follow manufacturers' recommendations for ventilating the work area during and after flooring installation.
- ☐ Install carpet, vinyl, and related flooring materials only when the school building is not in use or maintain the room under negative pressure relative to the surrounding rooms and hallways.
- ☐ Avoid re-circulating air from the installation area, through the heating, ventilation, and air conditioning system, and into occupied areas. Seal return air grilles, open door ways, stairways, and use exhaust fans to remove airborne contaminants.
- ☐ **Need help arranging the airing out of space during and after installation.**
- ☐ Vacuum old carpet that is to be removed and subfloor surfaces (once carpet is removed).
- ☐ Seal joints of hard surfaces and/or entire surface of porous flooring installed near water sources.

Post-Installation

- ☐ Vacuum new flooring after installation to remove loose matter and particles generated by the installation process and general construction in the area.
- ☐ Follow manufacturers' recommendations for ventilating the work area space during and after flooring installation. (Typical recommendation is maximum outdoor air for 72 hours after installation.)

☐ **No Problems to Report.**

	I have completed the activities on the Renovation and Repairs Checklist, and I do not need help in any areas.
Name: School: Room or Area: Date Completed: Signature:	

APPENDIX G-Painting Checklist
Intermediate School District 917
Painting Checklist

Name	Room	School
Date Completed		Signature

Instructions:

- 1. Check off each box as you complete the activity.**
- 2. Check the triangle as appropriate or check the circle if you need additional help with this activity.**
- 3. File this checklist for future reference.**

There are many factors to consider before beginning a painting project. Special care should be taken when sanding a surface to prepare for painting, due to the dust released into the air. This dust may contain lead particles. Exposure to excessive levels of lead could affect a child's mental growth, and interfere with nervous system development, which could cause learning disabilities and impaired hearing. In adults, lead can increase the blood pressure.

The type of paint is an important decision. For instance, both solvent-based and water-based paints give off volatile organic compounds (VOCs) that could lead to IAQ problems. Water-based paints produce less VOCs than solvent-based paints, but produce them over a longer period of time.

Durability is important – a relatively low-emitting paint might create more IAQ problems in the long run than a higher emitting paint, if the lower-emitting paint requires repainting more often. In addition, many water-based (even interior paints) have, until recently, used mercury as a fungicide. Any paint that contains mercury should not be used indoors.

Confirm that the painted surface is lead-free before preparing a surface for painting

- ☐ Check painting records or old paint cans to determine whether the paint contains lead
- ☐ Do an initial screen using a trained lead paint inspector
- ☐ If there is lead paint in the existing paint, contact a trained lead-based paint contractor
- ☐ No lead in existing paint
- ☐ Paint contains lead or testing is needed to determine if lead is in existing paint

Select a low-VOC emitting paint that is free of lead and mercury

- ☐ Evaluate existing stock of paint (properly dispose of paints containing lead or mercury or having higher VOC emissions than new paints)
- ☐ Evaluate new paint before you purchase it. Express your indoor air quality concerns to paint suppliers and use their technical personnel as a resource. Not all paint suppliers have information on pollutant emissions; consult other sources (e.g., manufacturers) if your paint supplier cannot provide adequate information
- ☐ Have selected an appropriate paint
- ☐ Need to discuss which paint to use with an IAQ specialist

During exterior painting, minimize occupant exposure to odors and pollutants

- ☐ Schedule exterior painting to occur when the building is unoccupied (for example, on weekends or during vacation periods), and allow time for paint odors to dissipate before occupants return to the area. If the area being

painted has a heating, cooling, and ventilation system which is shared with other areas, those areas should also be unoccupied

- ❑ Use supply and exhaust fans to sweep paint fumes out of the building. Operate supply fans continuously (24-7) at the highest possible outdoor air supply setting, from the beginning of the painting work until several days after the painting has been completed
- ❑ Block return openings to prevent circulating air from the work area to occupied areas
- Δ Occupant exposure is minimized
- Need help to minimize occupant exposure

Use appropriate storage and disposal practices for paints, solvents, clean-up materials, and asbestos containing materials

- ❑ Seal containers carefully after use
- ❑ Keep paint containers in designated storage areas equipped with exhaust ventilation, but not in heating, ventilation, and air conditioning equipment
- ❑ Use an appropriate waste disposal method to dispose of any paints containing lead or mercury
Follow EPA National Emission Standards for Hazardous Air Pollutant rules for disposal of asbestos-containing materials
- Δ No problem with storage and disposal
- Need help with storage and disposal

APPENDIX H-Roofing Checklist
Intermediate School District 917
Roofing Checklist

Name

Date Completed

School Building

Signature

Instructions:

- 1. Check off each box as you complete the activity.**
- 2. Check the triangle as appropriate or check the circle if you need additional help with this activity.**
- 3. File this checklist for future reference.**

Roofing work often involves the use of tar or other pollutant-producing chemicals that may cause indoor air problems if fumes enter the building. School officials and roofers can cooperate to prevent these problems and complaints from occupants.

Schedule pollutant-producing activities for unoccupied periods (e.g., weekends or vacation periods):

- Check to ensure that pollutant-producing activities occur during unoccupied periods
- Work is scheduled for an unoccupied period
- Work is scheduled for an occupied period; need help to minimize occupant exposure
- Locate “hot-spots” of tar and other pollutant-producing materials away from out door air intakes:
- Consider wind patterns at the work site, and arrange equipment so that prevailing winds carry odors away from the building
- Pollutant-producing materials are away from and downwind from outdoor air intakes
- No good location for pollutant-producing materials

Modify ventilation to avoid introducing odors and contaminates:

- ☐ Advise staff and students to keep doors and windows closed until the roofing work is finished
- ☐ It may be advisable to temporarily close the outdoor air intakes of air handlers; particularly rooftop units in the vicinity of (and downwind from) the work area. (NOTE: To avoid creating IAQ problems from underventilation, provide a temporary means (fans and/or ducts) to supply unaffected outdoor air.)

Δ Ventilation is arranged to avoid entry of pollutants

- Need help to modify ventilation

Building and Grounds – Maintenance Checklist

Name: _____	
School: _____	
Room or Area: _____	Date Completed: _____
Signature: _____	

Instructions

1. Read the *IAQ Backgrounder* and the Background Information for this checklist.
2. Keep the Background Information and make a copy of the checklist for future reference.
3. Complete the Checklist.
 - Check the “yes,” “no,” or “not applicable” box beside each item. (A “no” response requires further attention.)
 - Make comments in the “Notes” section as necessary.
4. Return the checklist portion of this document to the IAQ Coordinator.

- | | | | |
|--|--------------------------|--------------------------|--------------------------|
| 1c. Ensured that air from chemical and trash storage areas vents to the outdoors | ☐ | ☐ | ☐ |
| 1d. Stored chemical products and supplies in sealed, clearly labeled containers..... | ☐ | ☐ | ☐ |
| 1e. Researched and selected the safest products available | ☐ | ☐ | ☐ |
| 1f. Ensured that supplies are being used according to manufacturers’ instructions..... | ☐ | ☐ | ☐ |
| 1g. Ensured that chemicals, chemical-containing wastes, and containers are disposed of according to manufacturers’ instructions..... | ☐ | ☐ | ☐ |
| 1h. Substituted less- or non-hazardous materials (where possible) | ☐ | ☐ | ☐ |
| 1i. Scheduled work involving odorous or hazardous chemicals for periods when the school is unoccupied | ☐ | ☐ | ☐ |
| 1j. Ventilated affected areas during and after the use of odorous or hazardous chemicals | ☐ | ☐ | ☐ |

2. GROUNDS MAINTENANCE SUPPLIES

- | | | | |
|--|--------------------------|--------------------------|--------------------------|
| 2a. Stored grounds maintenance supplies in appropriate area(s) | ☐ | ☐ | ☐ |
| 2b. Ensured that supplies are used and stored according to manufacturers’ instructions..... | ☐ | ☐ | ☐ |
| 2c. Established and followed procedures to minimize exposure to fumes from supplies | ☐ | ☐ | ☐ |
| 2d. Reviewed and followed manufacturers’ guidelines for maintenance | ☐ | ☐ | ☐ |
| 2e. Replaced portable gas cans with low-emission cans..... | ☐ | ☐ | ☐ |
| 2f. Stored chemical products and supplies in sealed, clearly-labeled containers..... | ☐ | ☐ | ☐ |
| 2g. Ensured that chemicals, chemical-containing wastes, and containers are disposed of according to manufacturers’ instructions..... | ☐ | ☐ | ☐ |

3. DUST CONTROL

- | | | | |
|---|--------------------------|--------------------------|--------------------------|
| 3a. Installed and maintained barrier mats for entrances | ☐ | ☐ | ☐ |
| 3b. Used high efficiency vacuum bags | ☐ | ☐ | ☐ |
| 3c. Used proper dusting techniques | ☐ | ☐ | ☐ |
| 3d. Wrapped feather dusters with a dust cloth..... | ☐ | ☐ | ☐ |
| 3e. Cleaned air return grilles and air supply vents..... | ☐ | ☐ | ☐ |

1. BUILDING MAINTENANCE SUPPLIES

Yes No N/A

- | | | | |
|---|--------------------------|--------------------------|--------------------------|
| 1a. Developed appropriate procedures and stocked supplies for spill control | ☐ | ☐ | ☐ |
| 1b. Reviewed supply labels | ☐ | ☐ | ☐ |

4. FLOOR CLEANING

- 4a. Established and followed schedule for vacuuming and mopping floors..... ☐ ☐ ☐
- 4b. Cleaned spills on floors promptly (as necessary)..... ☐ ☐ ☐
- 4c. Performed restorative maintenance (as necessary) ☐ ☐ ☐

5. DRAIN TRAPS

- 5a. Poured water down floor drains once per week (about 1 quart of water) ☐ ☐ ☐
- 5b. Ran water in sinks at least once per week (about 2 cups of water)..... ☐ ☐ ☐
- 5c. Flushed toilets once each week (if not used regularly) ☐ ☐ ☐

6. MOISTURE, LEAKS, AND SPILLS

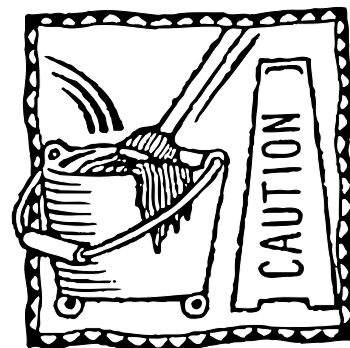
- 6a. Checked for moldy odors..... ☐ ☐ ☐
- 6b. Inspected ceiling tiles, floors, and walls for leaks or discoloration (may indicate periodic leaks)..... ☐ ☐ ☐
- 6c. Checked areas where moisture is commonly generated (e.g., kitchens, locker rooms, and bathrooms) ☐ ☐ ☐
- 6d. Checked that windows, windowsills, and window frames are free of condensate ☐ ☐ ☐
- 6e. Checked that indoor surfaces of exterior walls and cold water pipes are free of condensate ☐ ☐ ☐
- 6f. Ensured the following areas are free from signs of leaks and water damage:
- Indoor areas near known roof or wall leaks..... ☐ ☐ ☐
- Walls around leaky or broken windows..... ☐ ☐ ☐
- Floors and ceilings under plumbing..... ☐ ☐ ☐
- Duct interiors near humidifiers, cooling coils, and outdoor air intakes ☐ ☐ ☐

7. COMBUSTION APPLIANCES

- 7a. Checked for odors from combustion appliances..... ☐ ☐ ☐
- 7b. Checked appliances for backdrafting (using chemical smoke)..... ☐ ☐ ☐
- 7c. Inspected exhaust components for leaks, disconnections, or deterioration..... ☐ ☐ ☐
- 7d. Inspected flue components for corrosion and soot..... ☐ ☐ ☐

8. PEST CONTROL

- 8a. Completed the *Integrated Pest Management Checklist* ☐ ☐ ☐



NOTES

Appendix J-HVAC Maintenance Schedule

HVAC Maintenance Schedule

HVAC COMPONENT	MONTHLY	QUARTERLY	SEMI-ANNUALLY	ANNUALLY	AS REQUIRED
A. Outdoor air intake inspection (unit ventilators)				X	
B. Check belt tension				X	
C. HVAC duct work inspection					X
D. HVAC controls calibration					X
E. Filter changes				X	
F. Heating coils/cooling coils inspection				X	
G. Heating coils/cooling coils cleaning					X (unit ventilators)
H. Supply fan inspection				X	
I. Supply fan cleaning					X

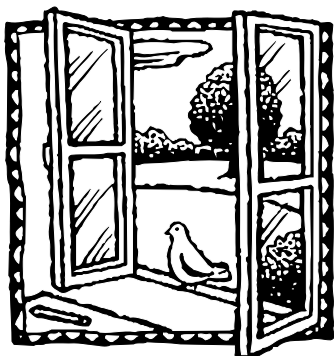
TO: Scott Zehnder, Maintenance Engineer

Signature

Date

When this page is filled with "DATES" please sign, date and return to Linda Berg, Health and Safety Coordinator, DCTC, District Administration, for the Health, Wellness and Safety files.

Ventilation Checklist



Name: _____

School: _____

Unit Ventilator/AHU No: _____

Room or Area: _____ Date Completed: _____

Signature: _____

Instructions

1. Read the *IAQ Backgrounder* and the Background Information for this checklist.
2. Keep the Background Information and make a copy of the checklist for **each** ventilation unit in your school, as well as a copy for future reference.
3. Complete the Checklist.
 - Check the “yes,” “no,” or “not applicable” box beside each item. (A “no” response requires further attention.)
 - Make comments in the “Notes” section as necessary.
4. Return the checklist portion of this document to the IAQ Coordinator.

1. OUTDOOR AIR INTAKES

- | | Yes | No | N/A |
|--|--------------------------|--------------------------|--------------------------|
| 1a. Marked locations of all outdoor air intakes on a small floor plan (for example, a fire escape floor plan)..... | ☐ | ☐ | ☐ |
| 1b. Ensured that the ventilation system was on and operating in “occupied” mode | ☐ | ☐ | ☐ |

ACTIVITY 1: OBSTRUCTIONS

- | | | | |
|--|--------------------------|--------------------------|--------------------------|
| 1c. Ensured that outdoor air intakes are clear of obstructions, debris, clogs, or covers | ☐ | ☐ | ☐ |
| 1d. Installed corrective devices as necessary (e.g., if snowdrifts or leaves frequently block an intake) | ☐ | ☐ | ☐ |

ACTIVITY 2: POLLUTANT SOURCES

- | | | | |
|--|--------------------------|--------------------------|--------------------------|
| 1e. Checked ground-level intakes for pollutant sources (dumpsters, loading docks, and bus-idling areas)..... | ☐ | ☐ | ☐ |
| 1f. Checked rooftop intakes for pollutant sources (plumbing vents; kitchen, toilet, or laboratory exhaust fans; puddles; and mist from air-conditioning cooling towers)..... | ☐ | ☐ | ☐ |
| 1g. Resolved any problems with pollutant sources located near outdoor air intakes (e.g., relocated dumpster or extended exhaust pipe)..... | ☐ | ☐ | ☐ |

ACTIVITY 3: AIRFLOW

- | | | | |
|---|--------------------------|--------------------------|--------------------------|
| 1h. Obtained chemical smoke (or a small piece of tissue paper or light plastic) | ☐ | ☐ | ☐ |
| 1i. Confirmed that outdoor air is entering the intake appropriately | ☐ | ☐ | ☐ |

2. SYSTEM CLEANLINESS

ACTIVITY 4: AIR FILTERS

- | | | | |
|--|--------------------------|--------------------------|--------------------------|
| 2a. Replaced filters per maintenance schedule | ☐ | ☐ | ☐ |
| 2b. Shut off ventilation system fans while replacing filters (prevents dirt from blowing downstream) | ☐ | ☐ | ☐ |
| 2c. Vacuumed filter areas before installing new filters | ☐ | ☐ | ☐ |
| 2d. Confirmed proper fit of filters to prevent air from bypassing (flowing around) the air filter | ☐ | ☐ | ☐ |
| 2e. Confirmed proper installation of filters (correct direction for airflow)..... | ☐ | ☐ | ☐ |

2. SYSTEM CLEANLINESS (continued)

ACTIVITY 5: DRAIN PANS

- | | Yes | No | N/A |
|---|--------------------------|--------------------------|--------------------------|
| 2f. Ensured that drain pans slant toward the drain (to prevent water from accumulating) | ☐ | ☐ | ☐ |
| 2g. Cleaned drain pans..... | ☐ | ☐ | ☐ |
| 2h. Checked drain pans for mold and mildew | ☐ | ☐ | ☐ |

ACTIVITY 6: COILS

- | | | | |
|--|--------------------------|--------------------------|--------------------------|
| 2i. Ensured that heating and cooling coils are clean | ☐ | ☐ | ☐ |
|--|--------------------------|--------------------------|--------------------------|

ACTIVITY 7: AIR-HANDLING UNITS, UNIT VENTILATORS

- | | | | |
|---|--------------------------|--------------------------|--------------------------|
| 2j. Ensured that the interior of air-handling unit(s) or unit ventilator (air-mixing chamber and fan blades) is clean | ☐ | ☐ | ☐ |
| 2k. Ensured that ducts are clean..... | ☐ | ☐ | ☐ |

ACTIVITY 8: MECHANICAL ROOMS

- | | | | |
|--|--------------------------|--------------------------|--------------------------|
| 2l. Checked mechanical room for unsanitary conditions, leaks, and spills..... | ☐ | ☐ | ☐ |
| 2m. Ensured that mechanical rooms and air-mixing chambers are free of trash, chemical products, and supplies | ☐ | ☐ | ☐ |

3. CONTROLS FOR OUTDOOR AIR SUPPLY

- | | | | |
|--|--------------------------|--------------------------|--------------------------|
| 3a. Ensured that air dampers are at least partially open (minimum position)..... | ☐ | ☐ | ☐ |
| 3b. Ensured that minimum position provides adequate outdoor air for occupants..... | ☐ | ☐ | ☐ |

ACTIVITY 9: CONTROLS INFORMATION

- | | | | |
|---|--------------------------|--------------------------|--------------------------|
| 3c. Obtained and reviewed all design inside/outside temperature and humidity requirements, controls specifications, as-built mechanical drawings, and controls operations manuals (often uniquely designed) | ☐ | ☐ | ☐ |
|---|--------------------------|--------------------------|--------------------------|

ACTIVITY 10: CLOCKS, TIMERS, SWITCHES

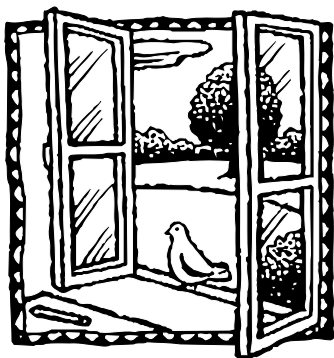
- | | | | |
|---|--------------------------|--------------------------|--------------------------|
| 3d. Turned summer-winter switches to the correct position | ☐ | ☐ | ☐ |
| 3e. Set time clocks appropriately..... | ☐ | ☐ | ☐ |
| 3f. Ensured that settings fit the actual schedule of building use (including night/weekend use) | ☐ | ☐ | ☐ |

ACTIVITY 11: CONTROL COMPONENTS

- | | | | |
|--|--------------------------|--------------------------|--------------------------|
| 3g. Ensured appropriate system pressure by testing line pressure at both the occupied (day) setting and the unoccupied (night) setting..... | ☐ | ☐ | ☐ |
| 3h. Checked that the line dryer prevents moisture buildup..... | ☐ | ☐ | ☐ |
| 3i. Replaced control system filters at the compressor inlet based on the compressor manufacturer's recommendation (for example, when you blow down the tank) | ☐ | ☐ | ☐ |
| 3j. Set the line pressure at each thermostat and damper actuator at the proper level (no leakage or obstructions)..... | ☐ | ☐ | ☐ |

ACTIVITY 12: OUTDOOR AIR DAMPERS

- | | | | |
|---|--------------------------|--------------------------|--------------------------|
| 3k. Ensured that the outdoor air damper is visible for inspection..... | ☐ | ☐ | ☐ |
| 3l. Ensured that the recirculating relief and/or exhaust dampers are visible for inspection | ☐ | ☐ | ☐ |
| 3m. Ensured that air temperature in the indoor area(s) served by each | | | |



3. CONTROLS FOR OUTDOOR AIR SUPPLY (continued)

- | | Yes | No | N/A |
|---|--------------------------|--------------------------|--------------------------|
| 3n. Checked that the outdoor air damper fully closes within a few minutes of shutting off appropriate air handler | ☐ | ☐ | ☐ |
| 3o. Checked that the outdoor air damper opens (at least partially with no delay) when the air handler is turned on | ☐ | ☐ | ☐ |
| 3p. If in heating mode, checked that the outdoor air damper goes to its minimum position (without completely closing) when the room thermostat is set to 85°F..... | ☐ | ☐ | ☐ |
| 3q. If in cooling mode, checked that the outdoor air damper goes to its minimum position (without completely closing) when the room thermostat is set to 60°F and mixed air thermostat is set to 45°F | ☐ | ☐ | ☐ |
| 3r. If the outdoor air damper does not move, confirmed the following items: | | | |
| • The damper actuator links to the damper shaft, and any linkage set screws or bolts are tight..... | ☐ | ☐ | ☐ |
| • Moving parts are free of impediments (e.g., rust, corrosion) | ☐ | ☐ | ☐ |
| • Electrical wire or pneumatic tubing connects to the damper actuator | ☐ | ☐ | ☐ |
| • The outside air thermostat(s) is functioning properly (e.g., in the right location, calibrated correctly)..... | ☐ | ☐ | ☐ |

Proceed to Activities 13–16 if the damper seems to be operating properly.

ACTIVITY 13: FREEZE STATS

- | | | | |
|--|--------------------------|--------------------------|--------------------------|
| 3s. Disconnected power to controls (for automatic reset only) to test continuity across terminals..... | ☐ | ☐ | ☐ |
|--|--------------------------|--------------------------|--------------------------|

OR

- | | | | |
|---|--------------------------|--------------------------|--------------------------|
| 3t. Confirmed (if applicable) that depressing the manual reset button (usually red) trips the freeze stat (clicking sound indicates freeze stat was tripped)..... | ☐ | ☐ | ☐ |
| 3u. Assessed the feasibility of replacing all manual reset freeze-stats with automatic reset freeze-stats | ☐ | ☐ | ☐ |

NOTE: HVAC systems with water coils need protection from the cold. The freeze-stat may close the outdoor air damper and disconnect the supply air when tripped. The typical trip range is 35°F to 42°F.

ACTIVITY 14: MIXED AIR THERMOSTATS

- | | | | |
|--|--------------------------|--------------------------|--------------------------|
| 3v. Ensured that the mixed air stat for heating mode is set no higher than 65°F..... | ☐ | ☐ | ☐ |
| 3w. Ensured that the mixed air stat for cooling mode is set no lower than the room thermostat setting..... | ☐ | ☐ | ☐ |

ACTIVITY 15: ECONOMIZERS

- | | | | |
|--|--------------------------|--------------------------|--------------------------|
| 3x. Confirmed proper economizer settings based on design specifications or local practices | ☐ | ☐ | ☐ |
|--|--------------------------|--------------------------|--------------------------|

NOTE: The dry-bulb is typically set at 65°F or lower.

- | | | | |
|--|--------------------------|--------------------------|--------------------------|
| 3y. Checked that sensor on the economizer is shielded from direct sunlight..... | ☐ | ☐ | ☐ |
| 3z. Ensured that dampers operate properly (for outside air, return air, exhaust/relief air, and recirculated air), per the design specifications | ☐ | ☐ | ☐ |

NOTE: Economizers use varying amounts of cool outdoor air to assist with the cooling load of the room or rooms. There are two types of economizers, dry-bulb and enthalpy. Dry-bulb economizers vary the amount of outdoor air based on outdoor temperature, and enthalpy economizers vary the amount of outdoor air based on outdoor temperature and humidity level.

3. CONTROLS FOR OUTDOOR AIR SUPPLY (continued)

ACTIVITY 16: FANS

- 3aa. Ensured that all fans (supply fans and associated return or relief fans) that move outside air indoors continuously operate during occupied hours (even when room thermostat is satisfied)

Yes	No	N/A
☐	☐	☐

NOTE: If fan shuts off when the thermostat is satisfied, adjust control cycle as necessary to ensure sufficient outdoor air supply.

4. AIR DISTRIBUTION

ACTIVITY 17: AIR DISTRIBUTION

- 4a. Ensured that supply and return air pathways in the existing ventilation system perform as required.....

☐	☐	☐
--------------------------	--------------------------	--------------------------
- 4b. Ensured that passive gravity relief ventilation systems and transfer grilles between rooms and corridors are functioning

☐	☐	☐
--------------------------	--------------------------	--------------------------

NOTE: If ventilation system is closed or blocked to meet current fire codes, consult with a professional engineer for remedies.

- 4c. Made sure every occupied space has supply of outdoor air (mechanical system or operable windows)

☐	☐	☐
--------------------------	--------------------------	--------------------------
- 4d. Ensured that supply and return vents are open and unblocked

☐	☐	☐
--------------------------	--------------------------	--------------------------

NOTE: If outlets have been blocked intentionally to correct drafts or discomfort, investigate and correct the cause of the discomfort and reopen the vents.

- 4e. Modified the HVAC system to supply outside air to areas without an outdoor air supply

☐	☐	☐
--------------------------	--------------------------	--------------------------
- 4f. Modified existing HVAC systems to incorporate any room or zone layout and population changes.....

☐	☐	☐
--------------------------	--------------------------	--------------------------
- 4g. Moved all barriers (for example, room dividers, large free-standing blackboards or displays, bookshelves) that could block movement of air in the room, especially those blocking air vents

☐	☐	☐
--------------------------	--------------------------	--------------------------
- 4h. Ensured that unit ventilators are quiet enough to accommodate classroom activities.....

☐	☐	☐
--------------------------	--------------------------	--------------------------
- 4i. Ensured that classrooms are free of uncomfortable drafts produced by air from supply terminals

☐	☐	☐
--------------------------	--------------------------	--------------------------

ACTIVITY 18: PRESSURIZATION IN BUILDINGS

NOTE: To prevent infiltration of outdoor pollutants, the ventilation system is designed to maintain positive pressurization in the building. Therefore, ensure that the system, including any exhaust fans, is operating on the "occupied" cycle when doing this activity.

- 4j. Ensured that air flows out of the building (using chemical smoke) through windows, doors, or other cracks and holes in exterior wall (for example, floor joints, pipe openings)

☐	☐	☐
--------------------------	--------------------------	--------------------------

5. EXHAUST SYSTEMS

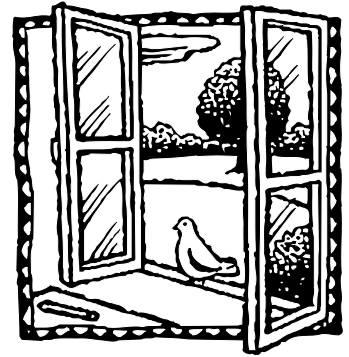
ACTIVITY 19: EXHAUST FAN OPERATION

- 5a. Checked (using chemical smoke) that air flows into exhaust fan grille(s)

☐	☐	☐
--------------------------	--------------------------	--------------------------

If fans are running but air is not flowing toward the exhaust intake, check for the following:

- Inoperable dampers
- Obstructed, leaky, or disconnected ductwork
- Undersized or improperly installed fan
- Broken fan belt



5. EXHAUST SYSTEMS (continued)

ACTIVITY 20: EXHAUST AIRFLOW



door contaminants from areas such as bathrooms, kitchens, and labs by keeping them under negative surrounding spaces).

smoke) that air is drawn into the room Yes No N/A
..... ☐ ☐ ☐

the door slightly open while checking airflow high and low in the door opening (see “How to Measure

toward the exhaust intake..... ☐ ☐ ☐

DUCTWORK

5d. Checked that the exhaust ductwork downstream of the exhaust fan (which is under positive pressure) is sealed and in good condition ☐ ☐ ☐

6. QUANTITY OF OUTDOOR AIR

ACTIVITY 22: OUTDOOR AIR MEASUREMENTS AND CALCULATIONS

NOTE: Refer to “How to Measure Airflow” for techniques.

- 6a. Measured the quantity of outdoor air supplied (22a) to each ventilation unit..... ☐ ☐ ☐
- 6b. Calculated the number of occupants served (22b) by the ventilation unit under consideration..... ☐ ☐ ☐
- 6c. Divided outdoor air supply (22a) by the number of occupants (22b) to determine the existing quantity of outdoor air supply per person (22c) ☐ ☐ ☐

ACTIVITY 23: ACCEPTABLE LEVELS OF OUTDOOR AIR QUANTITIES

- 6d. Compared the existing outdoor air per person (22c) to the recommended levels in Table 1 ☐ ☐ ☐
- 6e. Corrected problems with ventilation units that supplied inadequate quantities of outdoor air to ensure that outdoor air quantities (22c) meet the recommended levels in Table 1 ☐ ☐ ☐

NOTES:



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: June 18, 2024

RE: Policies

The policies listed below are a first and final reading:

- Policy 208 Development, Adoption and Implementation of Policies. Remove “Board approve.”
- Policy 464 General Leave – no changes.

208 DEVELOPMENT, ADOPTION, AND IMPLEMENTATION OF POLICIES

I. PURPOSE

The purpose of this policy is to emphasize the importance of the policy-making role of the school board and provide the means for it to continue to be an ongoing effort.

II. GENERAL STATEMENT OF POLICY

Formal guidelines are necessary to ensure the school community that the school system responds to its mission and operates in an effective, efficient, and consistent manner. A set of written policy statements shall be maintained and modified as needed. Policies should define the desire and intent of the school board and should be in a form which is sufficiently explicit to guide administrative action.

III. DEVELOPMENT OF POLICY

- A. The school board has jurisdiction to legislate policy for the school district with the force and effect of law. School board policy provides the general direction as to what the school board wishes to accomplish while delegating implementation of policy to the administration.
- B. The school board's written policies provide guidelines and goals to the school community. The policies shall be the basis for the formulation of guidelines and directives by the administration. The school board shall determine the effectiveness of the policies by evaluating periodic reports from the administration.
- C. Policies may be proposed by a school board member, employee, student or resident of the school district. Proposed policies or ideas shall be submitted to the superintendent for review prior to possible placement on the school board agenda.

IV. ADOPTION OF POLICY

- A. The school board shall give notice of proposed policy changes or adoption of new policies by placing the item on the agenda of two school board meetings. The proposals shall be distributed and public comment will be allowed at both meetings.
- B. The final action taken to adopt the proposed policy shall be approved by a simple majority of the school board. The policy will be effective on the later of the date of passage or the date stated in the motion.
- C. In the case of an emergency, a new or modified policy may be adopted by a majority vote of a quorum of the school board in a single meeting. A statement regarding the

emergency and the need for immediate adoption of the policy shall be included in the minutes. The emergency policy shall expire within one year following the emergency action unless the policy adoption procedure stated above is followed and the policy is reaffirmed. The school board shall have discretion to determine what constitutes an emergency situation.

- D. If a policy is modified with minor changes that do not affect the substance of the policy or because of a legal change over which the school board has no control, the modified policy may be approved at one meeting at the discretion of the school board.

V. IMPLEMENTATION OF POLICY

- A. The superintendent shall be responsible for implementing school board policies, other than the policies that cover how the school board will operate. The superintendent shall develop administrative guidelines and directives to provide greater specificity and consistency in the process of implementation. These guidelines and directives, including employee and student handbooks, shall be subject to annual review ~~and approval~~ by the school board.
- B. Each school board member shall have access to the policies via the website at www.isd917.org.
- C. The superintendent, employees designated by the superintendent, and individual school board members shall be responsible for keeping the policy manuals current.
- D. The school board shall review policies at least once every three years. The superintendent shall be responsible for developing a system of periodic review, addressing approximately one third of the policies annually. In addition, the school board shall review the following policies annually: 506 Student Discipline; 722 Public Data Requests, and 806 Crisis Management Policy.
- E. When no school board policy exists to provide guidance on a matter, the superintendent is authorized to act appropriately under the circumstances keeping in mind the educational philosophy and financial condition of the school district. Under such circumstances, the superintendent shall advise the school board of the need for a policy and present a recommended policy to the school board for approval.

Legal References: Minn. Stat. § 123B.02, Subd. 1 (School District Powers)
Minn. Stat. § 123B.09, Subd. 1 (School Board Powers)

Cross References: MSBA/MASA Model Policy 305 (Policy Implementation)

NO CHANGES

464 GENERAL LEAVE

I. PURPOSE

The purpose of this policy is to establish the means and method that the district will follow in the event an employee requests an unpaid leave of absence.

II. GENERAL STATEMENT OF POLICY

- A. It is the policy of Intermediate School District #917 to allow unpaid leaves of absence only in extraordinary circumstances that cannot be addressed through another provision of the District's leave policies or as a disciplinary action.
- B. Employees of the School District may apply for an unpaid leave of absence, subject to the provisions of this policy and/or the terms of the applicant's respective negotiated agreement. The granting of such leave for periods of up to one week, shall be at the sole discretion of the superintendent or the superintendent's designee. School Board approval shall be required for general leaves in excess of one week.
- C. Such leave may be granted by the superintendent (designee) for extended illness of the employee, extended illness of the family of the employee, or other reasons acceptable to the superintendent (designee) or, in the case of leaves of over one week in duration, acceptable to the School Board. Such acceptable reasons are limited to extraordinary situations requiring the employee's presence that cannot be attended to outside of the scheduled work day and when the employee has no personal leave available. Employee's prior use of personal leave will be considered in determining whether or not to grant unpaid leave.
- D. In typical circumstances, employees will not be granted general leave for employee vacations. In extraordinary circumstances, the superintendent has the authority to approve general leave for vacations.
- E. General leave will not normally be granted to an employee for the purpose of working for another employer.
- F. Maximum leave granted shall be no longer than one year. Exceptions may be considered in cases where the employment is to be in government service.
- G. Employees returning to the District from general leave will be placed in similar and/or comparable positions as held at the time of leave granting.
- H. General leave time shall not be applicable to completion of employee probationary status.



ISD 917 Superintendent End-of-Year Goals Update

July 9, 2024

Dr. Michael Favor
ISD 917 Superintendent





2023-2024 Superintendent Goals



Goal #1

Utilize a continuous improvement planning process to align district operations to achieve strategic directions.



Goal #2

Leverage internal strengths and external partnerships to amplify student, staff, and family voice in support of strategic directions, with a focus on personalization.



Goal #3

Lead the ISD 917 district leadership team to collaboratively prioritize staff recruitment, staff retention, core values, and strategic directions.

Goal #1

Utilize a continuous improvement planning process to align district operations to achieve strategic directions.

July 2023 - June 2024

Aligning Operations to Legislative Updates

CTE Program Approval/Perkins Consortium/Legislative Funds

Site Level Continuous Improvement Plans

Alternative Education Program Redesign

Cybersecurity & Infrastructure Improvements

Director of Finance Hiring & Orientation

Member & Intermediate District Superintendent Communications/Collaborations

CONTINUOUS IMPROVEMENT AT ISD 917



- **Aligning Operations to Legislative Updates**
 - **Stewardship, Integrity, Diversity, & Equity** - Professional development; READ Act; Earned Sick and Safe Time; Restrictive procedures; Juneteenth; Ethnic Studies; etc.
- **CTE Program Approval/Perkins Consortium/Legislative Funds**
 - **Innovation** - Lobbying for \$1 million allocation across Intermediates; 5-year CTE program approvals; Perkins streamlining
- **Site Level Continuous Improvement Plans**
 - **Integrity & Personalization** - Embedding core values; improved data collection and analysis; focus on Strategic Directions
- **Alternative Education Program Redesign**
 - **Empathy & Personalization** - Relationship-centered schools; embedding CTE programming; improved graduation rates; project-based learning
- **Cybersecurity & Infrastructure Improvements**
 - **Stewardship** - Multi-factor authentication; improved training; infrastructure improvements to increase security and ease of use
- **Director of Finance Hiring & Orientation**
 - **Stewardship & Innovation** - Overlap of outgoing and incoming Directors of Finance to support stability and stewardship
- **Member & Intermediate District Superintendent Communications/Collaborations**
 - **Communication & Collaboration** - Continuous conversations and collaboration to achieve more collectively

Goal #2

Leverage internal strengths and external partnerships to amplify student, staff, and family voice in support of strategic directions and core values, with a focus on personalization.

July 2023 - June 2024

Minnesota Humanities Center Partnership

Mentor Minnesota Partner

ISD 917 Professional Development

Legislative Lobbying

Calendar Committee

Site Visits

Story Circles

LEVERAGING INTERNAL & EXTERNAL STRENGTHS



- **Minnesota Humanities Center Partnership**
 - **Integrity, Diversity, & Equity** - *Equity Leaders Network, Core Values Committee, PELSB Grant, Superintendents Meetings, etc.*
- **Mentor Minnesota Partnership**
 - **Empathy & Diversity** - *Modeling relationship-centered schools at DCALS*
- **ISD 917 Professional Development**
 - **Integrity, Stewardship, Innovation, & Personalization** - *Teaching and Learning, technology integration, READ Act, MTSS, Nurtured Heart, PCM training, etc.*
- **Legislative Lobbying**
 - **Stewardship, Innovation, & Communication** - *Communicating district initiatives and needs to seek targeted funding to support Intermediate School District innovation in CTE and Teacher Apprenticeship*
- **Calendar Committee**
 - **Empathy, Collaboration, & Diversity** - *Creating two years of calendars to reflect the diverse community of ISD 917 and support staff recruitment and retention*
- **Site Visits**
 - **Empathy, Equity, & Communication** - *Walking alongside students and staff to better understand district strengths and needs*
- **Story Circles**
 - **Communication & Empathy** - *Safe space conversations to foster respect, understanding, empathy, and systems change*

Goal #3

Lead the ISD 917 district leadership team to collaboratively prioritize staff recruitment, staff retention, core values, and strategic directions.

July 2023 - June 2024

ITRAC Teacher Registered Apprenticeship Program

Hiring Highly-Qualified International Teachers

Staff Engagement Survey & Listening Circles

Staff Contract Negotiations

Core Values Leadership

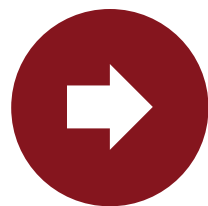
Grant-Writing, Management, & Implementation

Telling Our Story

LEVERAGING INTERNAL & EXTERNAL STRENGTHS

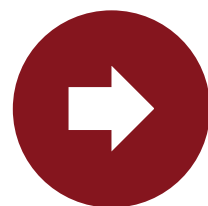


- **Intermediate District Teacher Registered Apprenticeship Collaborative (ITRAC) Program**
 - **Stewardship, Diversity, & Equity** - Collaborated with Intermediate School Districts and MSU-Mankato to establish the first Registered Teacher Apprenticeship in Minnesota produce more diverse, well-prepared, resilient, and highly effective special education teachers
- **Hiring Highly-Qualified International Teachers**
 - **Diversity, Innovation, & Stewardship** - Hired four teachers at Concord Education Center; interviewing more for 2024-2025
- **Staff Engagement Survey & Listening Circles**
 - **Empathy & Personalization** - Focused on creating a sense of belonging for all staff, strengthening relationships, and improving operations to improve staff recruitment, engagement, and retention
- **Staff Contract Negotiations**
 - **Stewardship, Integrity, & Empathy** - Utilized interest-based bargaining for collective bargaining units to develop fiscally-responsible contracts designed to meet student and staff needs
- **Core Values Leadership**
 - **Stewardship & Integrity** - ISD 917 Staff Culture Guide, ISD 917 Board Culture Guide, and new board member orientation
- **Grant Writing, Management, & Implementation**
 - **Communication, Collaboration, & Innovation** - Special Education Teacher Pipeline Grant, DEED Drive for Five Grant, PELSB Teacher Mentorship & Retention Grant
- **Telling Our Story**
 - **Communication & Empathy** - Member district board presentations, conference presentations, website, social media, etc.



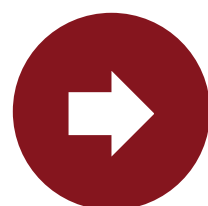
Teacher Apprenticeship Program Development

In partnership with the other 3 Intermediate School Districts, MSU-Mankato, and the Department of Labor & Industry, we have developed Minnesota's first Registered Teacher Apprenticeship Program to dually license ASD/EBD teachers through job-embedded learning and related instruction! This collaborative work, led by our Communications, Innovation, & Public Relations Coordinator in partnership with our Human Resources Director, with deep involvement of paraprofessionals, teachers, and the Leadership Team, included grant writing and implementation, program design and implementation, and collaboration and communication within and beyond ISD 917. The work we have done is already a model for the entire state of Minnesota.



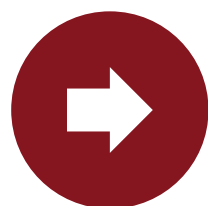
Innovative Approaches to Hiring Highly-Qualified International Teachers

With lessons learned from others who have successfully reduced staffing shortages, we have partnered with consultants to hire highly-qualified teachers from the Philippines to fill open positions, increase staff diversity, and bring new perspectives to special education. This effort has been led by our Human Resources Director with strong support from our Executive Director of Student Services, the Concord Education Principal and staff, and others. We successfully hired four teachers who were graciously welcomed by ISD 917 and Minnesota's Filipino community and have taught since March at Concord Education Center. We are currently interviewing additional international staff for 2024-2025.



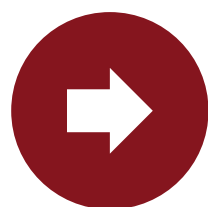
Staff Engagement Survey & Listening Circles

To strengthen staff engagement and retention, district administrators conducted a series of Listening Circles and a Staff Engagement & Fulfillment Survey during the fall and spring of the 2023-2024 school year. We analyzed the data to develop, implement, and evaluate clear actions focused on continuous improvement and a sense of belonging for all staff in 2024-2025. This effort has been led by our Executive Director of Student Services and Human Resources Director with support from our Executive Director of Business Services and other district staff members.



Core Values Leadership

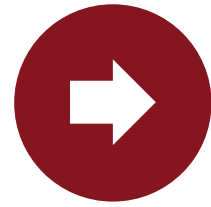
I have worked with members of our Leadership Team to lead diverse work and teams to ensure we embed our Core Values throughout the district, including the Core Values Team, Equity Leaders Network with MN Humanities Center, PELSB grant-supported Resistance, Resilience, and Reimagination project with MN Humanities Center and Metro State University, ISD 917 Staff Culture Guide, and ISD 917 Board Culture Guide and new board member orientation.



Sharing Our Story

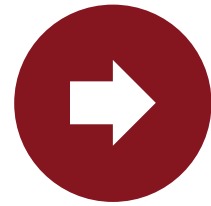
There are many reasons to seek employment at ISD 917 - our culture, our core values, our students, our staff, our strategic partners, etc. To increase our reach and diversify our staff, we are strategically focusing on sharing our stories with a broader audience, through conference presentations, video development, social media, and other outlets. This effort has been spearheaded by our Communications, Innovation, & Public Relations Coordinator with support from our Human Resources and Business Services teams.

COLLABORATIVELY PRIORITIZING STAFFING AT ISD 917



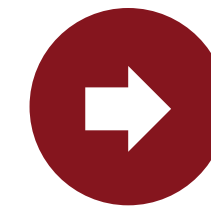
Teacher Apprenticeship Program Development

In partnership with the other 3 Intermediate School Districts, MSU-Mankato, and the Department of Labor & Industry, we are developing Minnesota's first [Teacher Apprenticeship Program](#) to dually license ASD/EBD teachers through job-embedded learning and related instruction. We expect our first cohort to begin in summer of 2024. This effort has been spearheaded by our Communications, Innovation, & Public Relations Coordinator in partnership with our Human Resources Director, with deep involvement of paraprofessionals, teachers, and our Executive Director of Student Services. We received MDE Special Education Teacher Pipeline Grant funds (unknown amount) and have applied for DEED grant funds to support this work.



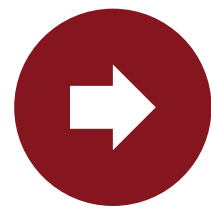
Resistance, Resilience, & Reimagination

In partnership with the [MN Humanities Center](#), [Metro State University](#), and [Mentor Minnesota](#), and with funds from [PELSB grants](#), we support teachers of color and American Indian teachers throughout our member districts and beyond through affinity groups, work as mentors, professional development, and graduate coursework. This effort has been spearheaded by our Communications, Innovation, & Public Relations Coordinator who wrote a PELSB Teacher Mentorship and Retention of Effective Teachers Grant proposal for which we were awarded \$169,063.



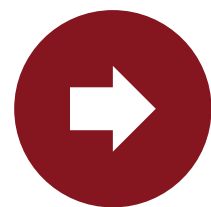
Innovative Approaches to Hiring Highly-Qualified Teachers

With [lessons learned from others](#) who have successfully reduced staffing shortages, we are partnering with consultants to hire highly-qualified teachers from the Philippines to fill open positions, increase staff diversity, and bring new perspectives to special education. This effort has been spearheaded by our Human Resources Director with strong support from our Executive Director of Student Services.



Staff Engagement Survey & Listening Circles

To strengthen staff engagement and retention, district administrators conducted a series of Listening Circles and a Staff Engagement & Fulfillment Survey during the fall of 2023. We will analyze the data to develop, implement, and evaluate clear actions focused on continuous improvement and a sense of belonging for all staff. This effort has been spearheaded by our Executive Director of Student Services and Human Resources Director with support from our Executive Director of Business Services and other district staff members.



Sharing Our Story

There are many reasons to seek employment at ISD 917 - our culture, our core values, our students, our staff, our strategic partners, etc. To increase our reach and diversify our staff, we are strategically focusing on sharing our stories with a broader audience, through conference presentations, [video development](#), [social media](#), and other outlets. This effort has been spearheaded by our Communications, Innovation, & Public Relations Coordinator with support from our Human Resources and Business Services teams.

Thank you for a great year!



Dr. Michael Favor
Superintendent

Executive Director of Student Services
Board Update
July 2024

Values

Collaboration: Working together to achieve more collectively.

- READ Act: Dr. Brooke Peterson and her team have been working hard to select training and put together a plan to comply with the READ Act. You will find a summary including our training schedule for the upcoming school year [here](#).

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

- Member District Summer Retreat: As a reminder, our annual gathering of member district special education leaders is scheduled for Wednesday, July 17th at the Steeple Center in Rosemount. If you plan to join us for lunch and Laura Tubbs Booth's legal presentation, please [click here](#) to RSVP.

Innovation: Ongoing improvement of programs and services.

- Administrative changes: We are making a few changes to administrative assignments for the upcoming school year. AJ Boehmer will take over leadership for our Therapeutic Education Alternative (TEA) program at Lebanon Education Center and our early childhood sites with support from Dave Stoll. If you remember, Dave Stoll retired as an administrator in the district in 2020 and has returned intermittently since then to support various efforts. Jennifer Hetland will continue in her leadership role at Cedar School while also taking on some responsibilities for our various grants related to teacher recruitment. Kate Hulse will take more responsibility for supervising our setting IV sites in her role as Director of Social/Emotional Learning and Support in the upcoming school year.

Stewardship: Managing financial and human resources carefully and responsibly.

- Hiring: We continue to pursue opportunities to bring qualified candidates to the district. At this time we are hiring internationally for 3 positions at Alliance Education Center, 1 position at Concord Education Center, and 2 positions at Lebanon Education Center. We are excited to continue our efforts to be more robustly staffed to meet the needs of our member districts.

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

- The 5 Languages of Workplace Appreciation: This summer with our district administrative teams as well as our member district administrative teams, we will be exploring The 5 Languages of Workplace Appreciation by Gary Chapman and Paul White. As you are aware, we have been focusing on

retention. Appreciation is an important part of this. [This presentation](#) has been developed as an introduction to the book.

Integrity: Aligning our actions with our values and beliefs.

- Administrative Professional Development: This summer administrators in the district will spend 28 hours over 4 half day sessions and two full day sessions in professional development. The topics covered will include the science of reading, appreciation, social/emotional learning, school safety, and artificial intelligence. In addition, the team will be reviewing data from the FY24 school year, reflecting, and updating their continuous improvement plans for the FY25 school year. The team will spend some time focused on wellness which includes fun activities like working out at Orange Theory and a pickleball tournament.

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

- Extended School Year (ESY): Our ESY program begins on July 9. Again this year we have consolidated setting IV sites with Cedar School joining Concord Education Center for programming and Lebanon Education Center joining Alliance Education Center. I will share enrollment information at the next meeting.

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

- Ukeru: *We are excited to take the first steps toward implementing the Ukeru crisis prevention and intervention system in the Customized Alternative Solutions for Education (CASE) program at Alliance Education Center this summer. Ukeru is an approach that trains adult practitioners to better understand human development, child and adolescent brain science, and the effects of trauma and stress on human behavior. Ukeru assumes it is often possible to prevent and manage emergency situations without the use of restraint or seclusion, and teaches practitioners to use personal safety and blocking techniques using prescribed body positioning, flexible mats, and padded personal shields. This summer, four to six staff members will become Ukeru trainers. This is in addition to the three current trainers in the district. Two of our ISD 917 certified Ukeru trainers will train sixteen Alliance staff - including teachers, education support professionals, BCBAs, RBTs, and administrators - in Ukeru over the course of three half-days in July. The CASE team will fully implement Ukeru when students return in September. ISD 917 intends to expand the approach to the ESCE TEA classrooms in the future, using data and lessons learned from the CASE pilot.*

Diversity: Appreciating and valuing everyone's unique selves.

- Justin Hoelscher: Justin serves as the Centralized Intake and Due Process Coordinator for Intermediate School District 917. An important part of his

position is to work with our member districts as they refer students to our programs. During the 2023-2024 school year Justin focused on systems and processes to streamline and ensure efficiency and consistency in our referral process in addition to ensuring accurate data collection systems. Additionally, he focused on relationships with member district special education teams. Justin's experience as a paraprofessional, teacher, and lead teacher have provided a unique perspective and made him especially effective in his role.