

Regular School Board Meeting

Tuesday, September 3, 2024 5:15 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 *(This was conducted at the Board Work Session prior to this meeting.)*

III. Review and Approve the Agenda - Chair Cindy Nordstrom

IV. Consent Items - Chair Cindy Nordstrom *(Communications)*

IV.A.

- Minutes
- Personnel

V. Executive Director of Business Services Reports - Nicolle Roush *(Stewardship)*

V.A.

- Bills
- Wire Transfers
- Investment Reports

VI. New Business - Chair Cindy Nordstrom *(Collaboration)*

VI.A. Approve Resolution for Director of Finance - Dr. Michael Favor

VI.B. Approve Health Associates Contract for 2024-2026 - Lauren Kelly

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

VIII. Approve Superintendent's Evaluation Summary for 2024 - Chair Cindy Nordstrom *(Integrity)*

IX. Adjournment - Chair Cindy Nordstrom

INTERMEDIATE SCHOOL DISTRICT 917

A School Board Meeting of the Intermediate School District 917 School Board was held on Tuesday, August 6, 2024, in the Board Room at Dakota County Technical College, 1300 145th Street East, Rosemount, MN.

Members Present: Tom Bennett, Lisa Ehleringer, Hannah Simmons, Lesley Chester, Cindy Nordstrom, Monica Weber, Byron Schwab, Mark Zuzek, and ex-officio member Superintendent Dr. Michael Favor.

Members Absent: David Anderson

Also Present: Melissa Schaller, Linda Berg, Lauren Kelly, Nicolle Roush, Mark Johns, Kate Hulse, and Marci Levy-Maguire.

School Board Chair Cindy Nordstrom called the meeting to order at 5:37 PM.

1. Chair Cindy Nordstrom appointed Lisa Ehleringer as clerk for this meeting in the absence of clerk David Anderson. All voted aye.
2. Motion by Tom Bennett, seconded by Hannah Simmons, to approve the agenda with the exception of tabling Policy 102 until the next meeting. Voting aye: Tom Bennett, Lisa Ehleringer, Hannah Simmons, Lesley Chester, Cindy Nordstrom, Monica Weber, Byron Schwab, Mark Zuzek. Voting naye: none. Motion carried.
3. Motion by Byron Schwab, seconded by Monica Weber, to approve the consent items, as presented. Voting aye: Tom Bennett, Lisa Ehleringer, Hannah Simmons, Lesley Chester, Cindy Nordstrom, Monica Weber, Byron Schwab, Mark Zuzek. Voting naye: none.
 - **Minutes:** July 9, 2024, Regular School Board Meeting
 - **Personnel: New Hires:** Rhonda Bulger, Licensed School Nurse, effective August 20, 2024. Katherine Filas, Sign Language Interpreter, effective August 28, 2024. Rebecca Hennessey, Teacher, effective August 20, 2024. Marie Kuegah, Program Support Professional, effective August 28, 2024. Karleen Sherman, Reading Specialist, effective August 20, 2024. Rosalie Palan, School Psychologist, effective August 20, 2024. Ann Strom, School Social Worker, effective August 20, 2024. Nathan Tuma, School Counselor, effective August 20, 2024. Katherine Utter, School Social Worker, effective September 9, 2024. **Rehires:** Keith Malone, Educational Support Professional, effective August 28, 2024. **Change in Status:** Amy Rensch, Teacher to Education Support Professional, effective August 28, 2024. **Resignations and terminations:** Amy Blaschka, Mental Health Professional, effective July 30, 2024. Laurel Larson, Education Support Professional, effective July 16, 2024. Isabel Logan, Education Support Professional, effective August 1, 2024. Ashley Mark, Education Support Professional, effective July 15, 2024. Robin Maupin, Education Support Professional, effective July 31, 2024. Machayla Millhouse, Education Support Professional, effective August 1, 2024. Mollie Peltier, Education Support Professional, effective July 30, 2024. Cassidy Williams, Mental Health Professional, effective July 11, 2024.
4. Motion by Byron Schwab, seconded by Tom Bennett, to approve the bills from July 6, 2024 to July 31, 2024, investment report, and wire transfers as presented by the Executive Director of Business Services. Voting aye: Tom Bennett, Lisa Ehleringer, Hannah Simmons, Lesley Chester, Cindy Nordstrom, Monica Weber, Byron Schwab, Mark Zuzek. Voting naye: none.

The Staff Handbook and Culture Guide for 2024-2025 was reviewed by Dr. Marci Levy-Maguire during the work session and it is a work in progress.

The Student Handbooks for Special Education and Secondary Education were reviewed by Dr. Melissa Schaller in the work session.

5. Motion by Byron Schwab, seconded by Mark Zuzek, to approve the Temporary Employee Reports, as presented. Voting aye: Tom Bennett, Lisa Ehleringer, Hannah Simmons, Lesley Chester, Cindy Nordstrom, Monica Weber, Byron Schwab, Mark Zuzek. Voting naye: none. (Addendum AA.)
6. Motion by Mark Zuzek, seconded by Byron Schwab, to approve the School Resource Officer with Dakota County for Alliance Education Center and Lebanon Education Center for 2024-2026, as presented. Voting aye: Tom Bennett, Lisa Ehleringer, Hannah Simmons, Lesley Chester, Cindy Nordstrom, Monica Weber, Byron Schwab, Mark Zuzek. Voting naye: none. (Addendum A.)
7. Motion by Tom Bennett, seconded by Monica Weber, to approve the following policy on a first and final reading: 104 School District Mission Statement. Voting aye: Tom Bennett, Lisa Ehleringer, Hannah Simmons, Lesley Chester, Cindy Nordstrom, Monica Weber, Byron Schwab, Mark Zuzek. Voting naye: none. (Addendum B.)
8. Motion by Tom Bennett, seconded by Byron Schwab, to approve the following policy on a first and final reading: 207 Public Hearings. Voting aye: Tom Bennett, Lisa Ehleringer, Hannah Simmons, Lesley Chester, Cindy Nordstrom, Monica Weber, Byron Schwab, Mark Zuzek. Voting naye: none. (Addendum C.)
9. Motion by Lesley Chester, seconded by Mark Zuzek, to approve the following policy on a first and final reading: 413 Harassment and Violence. Voting aye: Tom Bennett, Lisa Ehleringer, Hannah Simmons, Lesley Chester, Cindy Nordstrom, Monica Weber, Byron Schwab, Mark Zuzek. Voting naye: none. (Addendum D.)
10. Motion by Lesley Chester, seconded by Byron Schwab, to approve the following policy on first and final reading: 521 Student Disability Nondiscrimination. Voting aye: Tom Bennett, Lisa Ehleringer, Hannah Simmons, Lesley Chester, Cindy Nordstrom, Monica Weber, Byron Schwab, Mark Zuzek. Voting naye: none. (Addendum E.)
11. Motion by Mark Zuzek, seconded by Lesley Chester, to approve the following policy on a first and final reading: 603 Curriculum Development. Voting aye: Tom Bennett, Lisa Ehleringer, Hannah Simmons, Lesley Chester, Cindy Nordstrom, Monica Weber, Byron Schwab, Mark Zuzek. Voting naye: none. (Addendum F.)
12. Board went into closed session at 5:44 PM to discuss the Superintendent's evaluation for 2023-2024. Everyone in the room stated their name: Tom Bennett, Lisa Ehleringer, Hannah Simmons, Lesley Chester, Cindy Nordstrom, Monica Weber, Byron Schwab, Mark Zuzek, Linda Berg.
13. Motion by Hannah Simmons, seconded by Tom Bennett, to come out of closed session and back to regular session. Time was 6:03 PM. Everyone in the room stated their name: Tom Bennett, Lisa Ehleringer, Hannah Simmons, Lesley Chester, Cindy Nordstrom, Monica Weber, Byron Schwab, Mark Zuzek, Linda Berg. Voting aye: All. Voting naye: none. Motion carried.

14. Motion by Byron Schwab, seconded by Hannah Simmons, to adjourn the meeting. Voting aye: Tom Bennett, Lisa Ehleringer, Hannah Simmons, Lesley Chester, Cindy Nordstrom, Monica Weber, Byron Schwab, Mark Zuzek. Voting naye: none. Motion carried.

There being no further business the meeting adjourned at 6:04 PM.

The next regular School Board Meeting will be Tuesday, September 3, 2024, at 5:15 PM in the Board Room of Dakota County Technical College.

Clerk

**SUMMARY OF PERSONNEL ITEMS RECOMMENDED
FOR ACTION AT BOARD MEETING OF September 3, 2024**

NEW HIRES:

Muna Adam, Education Support Professional, effective August 28, 2024.

Sarah Anderson, Education Support Professional, effective August 28, 2024.

Rachel Aster, Intervener Support Professional, effective August 28, 2024.

Jody Bauer, Education Support Professional, effective August 28, 2024.

Emily Booth, Education Support Professional, effective August 28, 2024.

Mark Cabugnason, Special Education Teacher, Effective August 20, 2024.

Niyana Davis, Education Support Professional, effective August 28, 2024.

Mohamed Jama, Education Support Professional, effective August 28, 2024.

Carleonanna Gordon, Education Support Professional, effective August 28, 2024.

Marion Graham, Education Support Professional, effective August 28, 2024.

Margret Gleghorn, Education Support Professional, effective August 28, 2024.

Venkata Guntur, Education Support Professional, effective August 28, 2024.

Hannah Lushanko, Education Support Professional, effective August 28, 2024.

Marlin Murcia, Education Support Professional, effective September 3, 2024.

Claire Nachtwey, Occupational Therapist, effective August 20, 2024.

Peres Oyaro, Education Support Professional, effective August 28, 2024.

Amy Opatz, Education Support Professional, effective August 28, 2024.

Pamela Rickers, School Social Worker, effective August 20, 2024.

Catherine Sufлита, Special Education Teacher, effective August 20, 2024.

Cha Vue, Education Support Professional, effective August 28, 2024.

Abdirahman Yoni, Education Support Professional, effective August 28, 2024.

RE-HIRES:

Joshua Kenow, Education Support Professional, effective August 28, 2024.

Zachary Dobmeyer, Education Support Professional, effective August 28, 2024.

Meredith Fancher-White, Education Support Professional, effective August 28, 2024.

Sarah Hernlem-Easley, Admin Assistant II, effective August 26, 2024.

CHANGE IN STATUS:

Lori Wilson, Teacher to Education Support Professional, effective August 28, 2024.

Michell Dodge, Interpreter to Lead Interpreter, effective August 29, 2024.

Katherine Filas, Interpreter to Float Interpreter, effective August 29, 2024.

Megan Dietrich, Interpreter to Float Interpreter, effective August 29, 2024.

Marci Levy-Mcguire, Communications Coordinator to Director of Communications & Strategic Partnerships, effective August 8, 2024.

Rebecca Hennessey, Teacher to Education Support Professional, effective August 28, 2024.

Emma Karnes, Education Support Professional to Teacher, effective August 28, 2024.

LEAVES OF ABSENCE:

RESIGNATION & TERMINATIONS:

Francesca Collignon, Teacher, effective August 20, 2024.

Jacob Donaldson, Education Support Professional, August 15, 2024.

Lacy Fischer, Teacher, effective August 16, 2024.

Ramla Hussein, Education Support Professional, effective August 27, 2024.

Robin Maupin, Education Support Professional, effective July 31, 2024.

Perkin Travis, Education Support Professional, effective August 15, 2024.

Jessica Uehling, Education Support Professional, effective August 20, 2024.

RETIREMENT:

Beverly Bauer, Program Support Professional, effective June 13, 2025.

Lynette Suprgin, Education Support Professional, August 27, 2024.

Intermediate School District 917

Check Register Including System Voids

Run Date: 08/01/2024 - 08/27/2024

CHECK NUMBER	ISSUE DATE	VENDOR	STATUS	TOTAL	DESCRIPTION
1908956	08/16/2024	MESSERLI & KRAMER P.A.	V	(330.69)	VOID MANUAL CHECK
1908957	08/02/2024	IND SCH DIST 199	R	111,064.02	ACCOUNTS PAYABLE CHECK
1908958	08/02/2024	JOAN MARGARET KRAFT	R	19.43	ACCOUNTS PAYABLE CHECK
1908959	08/02/2024	SQUIRES, WALDSPURGER & MACE, P.A.	R	302.50	ACCOUNTS PAYABLE CHECK
1908960	08/02/2024	APPLE COMPUTER, INC	R	2,786.00	ACCOUNTS PAYABLE CHECK
1908961	08/02/2024	CDWG	R	12,607.33	ACCOUNTS PAYABLE CHECK
1908962	08/02/2024	DELL MKTG L.P., C/O DELL USA L.P.	V	-	VOID: MULTI STUB CHECK
1908963	08/02/2024	DELL MKTG L.P., C/O DELL USA L.P.	R	36,762.15	ACCOUNTS PAYABLE CHECK
1908964	08/02/2024	FRONTIER COMMUNICATIONS	R	518.30	ACCOUNTS PAYABLE CHECK
1908965	08/02/2024	MIDWEST SPECIAL INSTRUMENTS, CORP	R	2,826.87	ACCOUNTS PAYABLE CHECK
1908966	08/02/2024	OPEN UP RESOURCES	R	37,509.00	ACCOUNTS PAYABLE CHECK
1908967	08/02/2024	OUTDOOR IMAGES, INC	R	1,320.00	ACCOUNTS PAYABLE CHECK
1908968	08/02/2024	SAVVAS LEARNING COMPANY LLC	R	1,203.60	ACCOUNTS PAYABLE CHECK
1908969	08/02/2024	SONOVA USA INC.	R	49,357.79	ACCOUNTS PAYABLE CHECK
1908970	08/02/2024	SUMMIT FIRE PROTECTION	R	440.00	ACCOUNTS PAYABLE CHECK
1908971	08/02/2024	VERIZON WIRELESS	R	1,020.29	ACCOUNTS PAYABLE CHECK
1908972	08/02/2024	AMAZON CAPITAL SERVICES	R	6,032.30	ACCOUNTS PAYABLE CHECK
1908973	08/02/2024	MINNESOTA ALLIANCE WITH YOUTH	R	500.00	ACCOUNTS PAYABLE CHECK
1908974	08/02/2024	OFFICE DEPOT	R	296.17	ACCOUNTS PAYABLE CHECK
1908975	08/02/2024	PROCARE THERAPY	R	5,068.00	ACCOUNTS PAYABLE CHECK
1908976	08/02/2024	REGINA MAENDLER, HEART & SCIENCE	R	1,620.00	ACCOUNTS PAYABLE CHECK
1908977	08/02/2024	SAGAL SABRIE	R	2,573.55	ACCOUNTS PAYABLE CHECK
1908978	08/02/2024	SAM'S CLUB/SYNCHRONY BANK	R	27.92	ACCOUNTS PAYABLE CHECK
1908979	08/02/2024	TEACHERS ON CALL INC	R	545.54	ACCOUNTS PAYABLE CHECK
1908980	08/02/2024	ZEN EDUCATE INC	R	1,248.00	ACCOUNTS PAYABLE CHECK
1908981	08/09/2024	AMANDA GROH	R	975.00	ACCOUNTS PAYABLE CHECK
1908982	08/09/2024	CUB FOODS - INVER GROVE HTS	R	22.42	ACCOUNTS PAYABLE CHECK
1908983	08/09/2024	LARSON KING, LLP	R	14,590.62	ACCOUNTS PAYABLE CHECK
1908984	08/09/2024	MASPA/STATE NEGOTIATORS	R	130.00	ACCOUNTS PAYABLE CHECK
1908985	08/09/2024	PAES PRODUCTIONS LLC	R	39,875.00	ACCOUNTS PAYABLE CHECK
1908986	08/09/2024	PROCARE THERAPY	R	3,427.00	ACCOUNTS PAYABLE CHECK
1908987	08/09/2024	TEACHERS ON CALL INC	R	655.20	ACCOUNTS PAYABLE CHECK
1908988	08/09/2024	ZEN EDUCATE INC	R	416.00	ACCOUNTS PAYABLE CHECK
1908989	08/09/2024	APPLE COMPUTER, INC	R	658.00	ACCOUNTS PAYABLE CHECK
1908990	08/09/2024	AI TECHNOLOGIES, LLC	R	2,659.75	ACCOUNTS PAYABLE CHECK
1908991	08/09/2024	BLUUM OF MINNESOTA, LLC	R	6,198.00	ACCOUNTS PAYABLE CHECK
1908992	08/09/2024	BUG BUSTERS, INC	R	345.00	ACCOUNTS PAYABLE CHECK
1908993	08/09/2024	CDWG	R	5,454.27	ACCOUNTS PAYABLE CHECK
1908994	08/09/2024	PEAR DECK, INC	R	787.50	ACCOUNTS PAYABLE CHECK
1908995	08/09/2024	ROSEMOUNT AUTO SERVICE	R	52.06	ACCOUNTS PAYABLE CHECK
1908996	08/16/2024	ARVIG ENTERPRISES, INC	R	2,243.96	ACCOUNTS PAYABLE CHECK
1908997	08/16/2024	BENEFIT EXTRAS, INC	R	520.24	ACCOUNTS PAYABLE CHECK
1908998	08/16/2024	FRONTIER COMMUNICATIONS	R	757.45	ACCOUNTS PAYABLE CHECK
1908999	08/16/2024	LAKESHORE LEARNING MATERIALS	R	919.96	ACCOUNTS PAYABLE CHECK
1909000	08/16/2024	LEARNING A-Z	R	132.00	ACCOUNTS PAYABLE CHECK
1909001	08/16/2024	MN ENERGY RESOURCES CORPORATION	R	66.86	ACCOUNTS PAYABLE CHECK
1909002	08/16/2024	EYERead INC	R	168.00	ACCOUNTS PAYABLE CHECK
1909003	08/16/2024	ST PAUL PIONEER PRESS	R	120.64	ACCOUNTS PAYABLE CHECK
1909004	08/16/2024	TECHNOLOGY BY DESIGN, LLC	R	256.00	ACCOUNTS PAYABLE CHECK
1909005	08/16/2024	TGK AUTOMOTIVE OF ROSEMOUNT, LLC	R	973.87	ACCOUNTS PAYABLE CHECK

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CHECK NUMBER	ISSUE DATE	VENDOR	STATUS	TOTAL	DESCRIPTION
1909006	08/16/2024	EDI-DOLEJS COSULTING ENGINEERS	R	305.02	ACCOUNTS PAYABLE CHECK
1909007	08/16/2024	MINNESOTA ALLIANCE WITH YOUTH	R	500.00	ACCOUNTS PAYABLE CHECK
1909008	08/16/2024	OFFICE OF MN.IT SERVICES	R	16.86	ACCOUNTS PAYABLE CHECK
1909009	08/16/2024	PROCARE THERAPY	R	6,272.00	ACCOUNTS PAYABLE CHECK
1909010	08/16/2024	SOUTH CENTRAL SERVICE COOPERATIVE	R	1,225.00	ACCOUNTS PAYABLE CHECK
1909011	08/16/2024	THERAPY NOTES, LLC	R	265.00	ACCOUNTS PAYABLE CHECK
1909012	08/16/2024	GRAFTON SCHOOL, INC	R	5,149.71	ACCOUNTS PAYABLE CHECK
1909013	08/19/2024	WISCONSIN SCTF	R	845.39	ACCOUNTS PAYABLE CHECK
1909014	08/19/2024	FTC	R	150.00	ACCOUNTS PAYABLE CHECK
1909015	08/19/2024	FTC	R	108.33	ACCOUNTS PAYABLE CHECK
1909016	08/23/2024	AMAZON CAPITAL SERVICES	R	3,564.29	ACCOUNTS PAYABLE CHECK
1909017	08/23/2024	DEVINE HEALTH LLC	R	500.00	ACCOUNTS PAYABLE CHECK
1909018	08/23/2024	HOSANNA CHURCH	R	2,500.00	ACCOUNTS PAYABLE CHECK
1909019	08/23/2024	INVER HILLS COMMUNITY COLLEGE	R	77.14	ACCOUNTS PAYABLE CHECK
1909020	08/23/2024	MENARDS	R	228.56	ACCOUNTS PAYABLE CHECK
1909021	08/23/2024	MRI INTERMEDIATE HOLDINGS, LLC	R	10.00	ACCOUNTS PAYABLE CHECK
1909022	08/23/2024	MSDSOONLINE DBA VELOCITYEHS	R	3,156.89	ACCOUNTS PAYABLE CHECK
1909023	08/23/2024	NORTHEAST METRO 916	R	3,390.63	ACCOUNTS PAYABLE CHECK
1909024	08/23/2024	OFFICE DEPOT	R	2,650.97	ACCOUNTS PAYABLE CHECK
1909025	08/23/2024	PROCARE THERAPY	R	1,743.00	ACCOUNTS PAYABLE CHECK
1909026	08/23/2024	SQUIRES, WALDSPURGER & MACE, P.A.	R	30.00	ACCOUNTS PAYABLE CHECK
1909027	08/23/2024	ANCHOR PAPER	R	2,988.00	ACCOUNTS PAYABLE CHECK
1909028	08/23/2024	APPLE COMPUTER, INC	R	447.00	ACCOUNTS PAYABLE CHECK
1909029	08/23/2024	CENTERPOINT ENERGY	R	80.12	ACCOUNTS PAYABLE CHECK
1909030	08/23/2024	CENTERVENTION	R	400.00	ACCOUNTS PAYABLE CHECK
1909031	08/23/2024	DAKOTA TRUCK UNDERWRITERS	R	32,601.00	ACCOUNTS PAYABLE CHECK
1909032	08/23/2024	DELL MKTG L.P., C/O DELL USA L.P.	R	1,576.16	ACCOUNTS PAYABLE CHECK
1909033	08/23/2024	FRONTIER COMMUNICATIONS	R	1,375.68	ACCOUNTS PAYABLE CHECK
1909034	08/23/2024	GOODHEART-WILCOX PUBLISHER	R	15,714.23	ACCOUNTS PAYABLE CHECK
1909035	08/23/2024	IDENTISYS INC	R	4,616.95	ACCOUNTS PAYABLE CHECK
1909036	08/23/2024	JAMF HOLDINGS, INC & SUBSIDIARIES	R	4,335.11	ACCOUNTS PAYABLE CHECK
1909037	08/23/2024	MARCO TECHNOLOGIES	R	138.75	ACCOUNTS PAYABLE CHECK
1909038	08/23/2024	O'NEILL ELECTRIC INC	R	425.08	ACCOUNTS PAYABLE CHECK
1909039	08/23/2024	PACER CENTER INC	R	200.00	ACCOUNTS PAYABLE CHECK
1909040	08/23/2024	TECHNOLOGY BY DESIGN, LLC	R	1,619.98	ACCOUNTS PAYABLE CHECK
1909041	08/23/2024	TRANE U.S. INC.	R	577.00	ACCOUNTS PAYABLE CHECK
1909042	08/23/2024	XCEL ENERGY	R	4,745.74	ACCOUNTS PAYABLE CHECK
1909043	08/26/2024	DAKOTA COUNTY TECH COLLEGE	R	506,405.00	ACCOUNTS PAYABLE CHECK
1909044	08/26/2024	IND SCH DIST 197	R	72,818.36	ACCOUNTS PAYABLE CHECK
1909045	08/26/2024	IND SCH DIST 200	R	1,148.50	ACCOUNTS PAYABLE CHECK
V4002279	08/14/2024	CITY OF INVER GROVE HTS	R	581.12	ACCOUNTS PAYABLE VOUCHER
V4002280	08/14/2024	GRAFTON SCHOOL, INC	R	5,351.96	ACCOUNTS PAYABLE VOUCHER
V4002281	08/14/2024	BRAINPOP LLC	R	3,276.00	ACCOUNTS PAYABLE VOUCHER
V4002282	08/14/2024	WELLS FARGO	R	7,078.85	ACCOUNTS PAYABLE VOUCHER
V4002283	08/14/2024	CITY OF APPLE VALLEY	R	834.91	ACCOUNTS PAYABLE VOUCHER
V4002284	08/14/2024	CORE, INC	R	3,300.00	ACCOUNTS PAYABLE VOUCHER
V4002285	08/14/2024	GOOGLE HQ	R	2,433.74	ACCOUNTS PAYABLE VOUCHER
V4002286	08/14/2024	THE HANOVER INSURANCE GROUP	R	46,038.29	ACCOUNTS PAYABLE VOUCHER
V4002287	08/14/2024	HEALTHIEST YOU	R	3,432.00	ACCOUNTS PAYABLE VOUCHER
V4002288	08/14/2024	MAKESTICKERS	R	133.38	ACCOUNTS PAYABLE VOUCHER

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Check Register Including System Voids

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CHECK NUMBER	ISSUE DATE	VENDOR	STATUS	TOTAL	DESCRIPTION
V4002289	08/14/2024	MASA	R	209.00	ACCOUNTS PAYABLE VOUCHER
V4002290	08/14/2024	MASBO	R	330.00	ACCOUNTS PAYABLE VOUCHER
V4002291	08/14/2024	MCTM	R	440.00	ACCOUNTS PAYABLE VOUCHER
V4002292	08/14/2024	PROFESSIONAL CRISIS MANAGEMENT ASSO	R	9,740.00	ACCOUNTS PAYABLE VOUCHER
V4002293	08/14/2024	RENAISSANCE LEARNING INC	R	7,875.01	ACCOUNTS PAYABLE VOUCHER
V4002294	08/14/2024	SMORE	R	1,890.00	ACCOUNTS PAYABLE VOUCHER
V4002295	08/14/2024	THE MEETING POINT	R	502.00	ACCOUNTS PAYABLE VOUCHER
V4002296	08/14/2024	UNIVERSAL CLEANING SERVICES	R	7,947.50	ACCOUNTS PAYABLE VOUCHER
V4002297	08/14/2024	UNIVERSITY OF MINNESOTA	R	1,685.00	ACCOUNTS PAYABLE VOUCHER
V4002298	08/14/2024	UNIVERSITY OF MN	R	1,050.00	ACCOUNTS PAYABLE VOUCHER
V6607222	08/15/2024	TREVOR R BAILEY	R	90.00	ACCOUNTS PAYABLE VOUCHER
V6607223	08/15/2024	THOMAS RICHARD BENNETT	R	22.78	ACCOUNTS PAYABLE VOUCHER
V6607224	08/15/2024	LINDA JO BERG	R	90.00	ACCOUNTS PAYABLE VOUCHER
V6607225	08/15/2024	STEPHANIE BETLEY	R	90.00	ACCOUNTS PAYABLE VOUCHER
V6607226	08/15/2024	MICHAEL JASON BIBRO	R	90.00	ACCOUNTS PAYABLE VOUCHER
V6607227	08/15/2024	REBECCA LYNN BLACK	R	11.97	ACCOUNTS PAYABLE VOUCHER
V6607228	08/15/2024	AMANDA MICHELLE BLANCHETTE	R	37.50	ACCOUNTS PAYABLE VOUCHER
V6607229	08/15/2024	AMANDA JO BOEHMER	R	90.00	ACCOUNTS PAYABLE VOUCHER
V6607230	08/15/2024	LOREEN M. BOHNERT	R	45.00	ACCOUNTS PAYABLE VOUCHER
V6607231	08/15/2024	AIMEE BOONE	R	3,480.00	ACCOUNTS PAYABLE VOUCHER
V6607232	08/15/2024	DON JAMES BUDACH	R	249.46	ACCOUNTS PAYABLE VOUCHER
V6607233	08/15/2024	LESLEY ANNE CHESTER	R	17.42	ACCOUNTS PAYABLE VOUCHER
V6607234	08/15/2024	CRAIG ALAN CURTIS	R	90.00	ACCOUNTS PAYABLE VOUCHER
V6607235	08/15/2024	CHRISTOPHER GORDON DEVINE	R	90.00	ACCOUNTS PAYABLE VOUCHER
V6607236	08/15/2024	AMANDA R ECKRE	R	20.10	ACCOUNTS PAYABLE VOUCHER
V6607237	08/15/2024	LISA A EHLERINGER	R	25.46	ACCOUNTS PAYABLE VOUCHER
V6607238	08/15/2024	SHAE K ELLIOTT	R	90.00	ACCOUNTS PAYABLE VOUCHER
V6607239	08/15/2024	JENNIFER AMY HETLAND	R	192.51	ACCOUNTS PAYABLE VOUCHER
V6607240	08/15/2024	MELISSA ROCHELL HO	R	45.00	ACCOUNTS PAYABLE VOUCHER
V6607241	08/15/2024	JUSTIN DAVID HOELSCHER	R	90.00	ACCOUNTS PAYABLE VOUCHER
V6607242	08/15/2024	KATE SCHNEEWEIS HULSE	R	160.35	ACCOUNTS PAYABLE VOUCHER
V6607243	08/15/2024	SARAH CAITLIN IDEEN	R	45.00	ACCOUNTS PAYABLE VOUCHER
V6607244	08/15/2024	MARK W JOHNS	R	90.00	ACCOUNTS PAYABLE VOUCHER
V6607245	08/15/2024	AMY TAMARAH WOLF KAUFMAN	R	12.06	ACCOUNTS PAYABLE VOUCHER
V6607246	08/15/2024	LAUREN ROSE KELLY	R	90.00	ACCOUNTS PAYABLE VOUCHER
V6607247	08/15/2024	LORI ANN KLEIN	R	90.00	ACCOUNTS PAYABLE VOUCHER
V6607248	08/15/2024	JOAN MARGARET KRAFT	R	18.09	ACCOUNTS PAYABLE VOUCHER
V6607249	08/15/2024	CORY LEE LANGENFELD	R	90.00	ACCOUNTS PAYABLE VOUCHER
V6607250	08/15/2024	BETSY SUE LARSEN	R	95.81	ACCOUNTS PAYABLE VOUCHER
V6607251	08/15/2024	ERIN JEAN MAHNKE	R	90.00	ACCOUNTS PAYABLE VOUCHER
V6607252	08/15/2024	MONIQUE NICOLE MARPLE	R	6.70	ACCOUNTS PAYABLE VOUCHER
V6607253	08/15/2024	CATHLEEN CAROL MATTICE	R	45.00	ACCOUNTS PAYABLE VOUCHER
V6607254	08/15/2024	ALISON KENNIS-LYNN MCCUSKER	R	133.67	ACCOUNTS PAYABLE VOUCHER
V6607255	08/15/2024	SHARRI HELENE MCGIBBON	R	45.00	ACCOUNTS PAYABLE VOUCHER
V6607256	08/15/2024	JO ANN MARISKA NAGY	R	45.00	ACCOUNTS PAYABLE VOUCHER
V6607257	08/15/2024	CINDY L NORDSTROM	R	11.39	ACCOUNTS PAYABLE VOUCHER
V6607258	08/15/2024	RACHEL ERIN NOVY	R	45.00	ACCOUNTS PAYABLE VOUCHER
V6607259	08/15/2024	JACKIE MARIE PAULEY	R	90.00	ACCOUNTS PAYABLE VOUCHER
V6607260	08/15/2024	JENNIFER MAE PETERSEN	R	365.26	ACCOUNTS PAYABLE VOUCHER
V6607261	08/15/2024	BROOKE ALLYSON PETERSON	R	132.21	ACCOUNTS PAYABLE VOUCHER

Intermediate School District 917
 Check Register Including System Voids
 Run Date: 08/01/2024 - 08/27/2024

CHECK NUMBER	ISSUE DATE	VENDOR	STATUS	TOTAL	DESCRIPTION
V6607262	08/15/2024	WENDI MARLAINA RENKEN	R	45.00	ACCOUNTS PAYABLE VOUCHER
V6607263	08/15/2024	MELANIE ANN RIX	R	45.00	ACCOUNTS PAYABLE VOUCHER
V6607264	08/15/2024	NICOLLE KATHERINE ROUSH	R	90.00	ACCOUNTS PAYABLE VOUCHER
V6607265	08/15/2024	MELISSA RAE SCHALLER	R	136.50	ACCOUNTS PAYABLE VOUCHER
V6607266	08/15/2024	BYRON LEITH SCHWAB	R	36.18	ACCOUNTS PAYABLE VOUCHER
V6607267	08/15/2024	HANNAH GRACE SIMMONS	R	11.39	ACCOUNTS PAYABLE VOUCHER
V6607268	08/15/2024	ANN MARGUERITE STAPLES	R	16.08	ACCOUNTS PAYABLE VOUCHER
V6607269	08/15/2024	SARA ELIZABETH STELFLUG	R	281.94	ACCOUNTS PAYABLE VOUCHER
V6607270	08/15/2024	AMY LYNN SWANEY	R	90.00	ACCOUNTS PAYABLE VOUCHER
V6607271	08/15/2024	TAYLOR MAY LOVIN	R	90.00	ACCOUNTS PAYABLE VOUCHER
V6607272	08/15/2024	SHANYN NICOLE TUFTEE	R	45.00	ACCOUNTS PAYABLE VOUCHER
V6607273	08/15/2024	MONICA J WEBER	R	19.43	ACCOUNTS PAYABLE VOUCHER
V6607274	08/15/2024	SCOTT MICHAEL ZEHNDER	R	45.00	ACCOUNTS PAYABLE VOUCHER
V6607275	08/15/2024	MARK A. ZUZEK	R	32.83	ACCOUNTS PAYABLE VOUCHER
V7703313	08/05/2024	APPLE VALLEY ISD LLC	R	44,255.71	ACCOUNTS PAYABLE VOUCHER
V7703314	08/05/2024	NATIONAL INSURANCE SERVICES OF WI,	R	8,773.24	ACCOUNTS PAYABLE VOUCHER
V7703315	08/05/2024	SE ISD, DST	R	80,242.06	ACCOUNTS PAYABLE VOUCHER
V7703316	08/07/2024	WA DEPT OF EMP SEC-PD FAM & MED	R	97.19	ACCOUNTS PAYABLE VOUCHER
V7703317	08/07/2024	WA DEPT OF EMP SEC-WA CARES	R	106.65	ACCOUNTS PAYABLE VOUCHER
V7703318	08/07/2024	WA DEPT OF LABOR & INDUSTRIES	R	172.65	ACCOUNTS PAYABLE VOUCHER
V7703319	08/09/2024	FIDELITY SECURITY LIFE INS CO	R	2,173.21	ACCOUNTS PAYABLE VOUCHER
V7703320	08/09/2024	MEDICA	R	207,097.49	ACCOUNTS PAYABLE VOUCHER
V7703321	08/19/2024	AMERIPRISE FINANCIAL ADVISORS	R	3,818.04	ACCOUNTS PAYABLE VOUCHER
V7703322	08/19/2024	AXA EQUITABLE LIFE INS CO	R	1,301.75	ACCOUNTS PAYABLE VOUCHER
V7703323	08/19/2024	FIDELITY INVSTMT TAX-EX SVC CO	R	6,118.75	ACCOUNTS PAYABLE VOUCHER
V7703324	08/19/2024	HEALTH EQUITY, INC.	R	27,203.43	ACCOUNTS PAYABLE VOUCHER
V7703325	08/19/2024	HORACE MANN LIFE INS	R	591.66	ACCOUNTS PAYABLE VOUCHER
V7703326	08/19/2024	INTERNAL REVENUE SERVICE	R	281,493.82	ACCOUNTS PAYABLE VOUCHER
V7703327	08/19/2024	EDUCATION MN ESI BILLING TRUST	R	4,938.74	ACCOUNTS PAYABLE VOUCHER
V7703328	08/19/2024	MN DEPT OF REVENUE	R	47,067.89	ACCOUNTS PAYABLE VOUCHER
V7703329	08/19/2024	MN DEPT OF REVENUE(C)	R	250.00	ACCOUNTS PAYABLE VOUCHER
V7703330	08/19/2024	MN STATE RETIREMENT SYSTEM	R	1,129.16	ACCOUNTS PAYABLE VOUCHER
V7703331	08/19/2024	EXECUTIVE DIRECTOR	R	62,622.12	ACCOUNTS PAYABLE VOUCHER
V7703332	08/19/2024	STATE TREASURER, TRA	R	130,180.41	ACCOUNTS PAYABLE VOUCHER
V7703333	08/19/2024	VARIABLE ANNUITY LIFE INS CO	R	4,066.64	ACCOUNTS PAYABLE VOUCHER
V7703334	08/19/2024	VOYA	R	481.25	ACCOUNTS PAYABLE VOUCHER
V7703335	08/19/2024	MEDICA	R	33,233.41	ACCOUNTS PAYABLE VOUCHER
V7703336	08/19/2024	MEDICA	R	64,322.25	ACCOUNTS PAYABLE VOUCHER
V7703337	08/21/2024	DELTA DENTAL OF MINNESOTA	R	37,593.04	ACCOUNTS PAYABLE VOUCHER
V7703338	08/21/2024	MEDICA	R	48,007.29	ACCOUNTS PAYABLE VOUCHER
Total				2,251,733.02	

Intermediate School District 917
School Board Report
Consolidate Investments (General & Building)

	MSDLAF: Liquid						MSDLAF: +Max						Total	
	Purchases	Sales	Fees	Interest	Ending Balance	Monthly Yield	Purchases	Sales	Fees	Interest	Ending Balance	Monthly Yield	Ending Balance	Interest
Jun					139,302.79	5.16%					12,453,732.60	5.24%	12,593,035.39	
Jul	-	100,000.00	-	593.51	39,896.30	5.14%	-	1,400,000.00	-	55,113.80	11,108,846.40	5.23%	11,148,742.70	55,707.31
Aug														
Sep														
Oct														
Nov														
Dec														
Jan														
Feb														
Mar														
Apr														
May														
Jun														
Total														
FY 25	-	100,000.00	-	593.51	39,896.30		-	1,400,000.00	-	55,113.80	11,108,846.40		11,148,742.70	55,707.31



Customer Service
PO Box 11760
Harrisburg, PA 17108-11760

ACCOUNT STATEMENT

For the Month Ending
July 31, 2024

INTERMEDIATE SCHOOL DISTRICT 917

Client Management Team

Amber Cannegieter

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

Brian Johnson

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

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Individual Accounts

Accounts included in Statement

600430 STATE PAYMENTS

Important Messages

MSDLAF will be closed on 09/02/2024 for Labor Day.

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

Online Access www.msdlaf.org

Customer Service 1-888-4-MSDLAF

Important Disclosures

Important Disclosures

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

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

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

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

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

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

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

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

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

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

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

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

Key Terms and Definitions

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

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

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

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

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

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

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

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

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

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

NOT FDIC INSURED NO BANK GUARANTEE MAY LOSE VALUE

Account Statement - Transaction Summary

For the Month Ending **July 31, 2024**

INTERMEDIATE SCHOOL DISTRICT 917 - STATE PAYMENTS - 600430

MSDLAF+ Liquid Class	
Opening Market Value	139,302.79
Purchases	593.51
Redemptions	(100,000.00)
Unsettled Trades	0.00
Change in Value	0.00

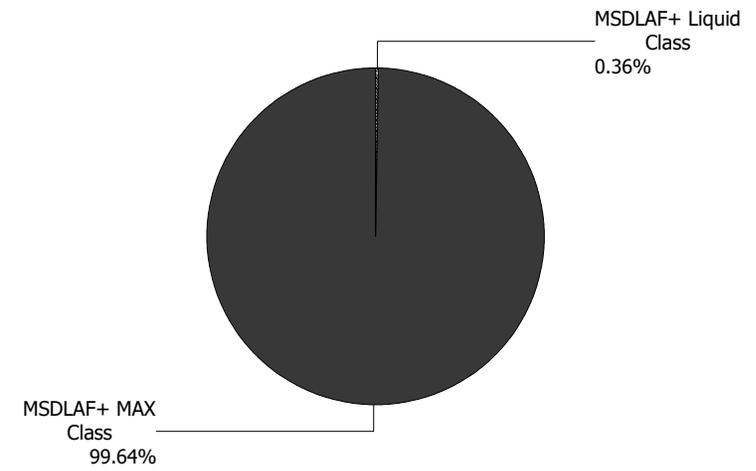
Closing Market Value	\$39,896.30
Cash Dividends and Income	593.51

MSDLAF+ MAX Class	
Opening Market Value	12,453,732.60
Purchases	55,113.80
Redemptions	(1,400,000.00)
Unsettled Trades	0.00
Change in Value	0.00

Closing Market Value	\$11,108,846.40
Cash Dividends and Income	55,113.80

Asset Summary		
	July 31, 2024	June 30, 2024
MSDLAF+ Liquid Class	39,896.30	139,302.79
MSDLAF+ MAX Class	11,108,846.40	12,453,732.60
Total	\$11,148,742.70	\$12,593,035.39

Asset Allocation



Account Statement

For the Month Ending **July 31, 2024**

INTERMEDIATE SCHOOL DISTRICT 917 - STATE PAYMENTS - 600430

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Total Shares Owned
MSDLAF+ Liquid Class					
Opening Balance					139,302.79
07/31/24	07/31/24	Redemption - ACH Redemption	1.00	(100,000.00)	39,302.79
07/31/24	08/01/24	Accrual Income Div Reinvestment - Distributions	1.00	593.51	39,896.30
Closing Balance					39,896.30

	Month of July	Fiscal YTD July-July		
Opening Balance	139,302.79	139,302.79	Closing Balance	39,896.30
Purchases	593.51	593.51	Average Monthly Balance	136,096.13
Redemptions (Excl. Checks)	(100,000.00)	(100,000.00)	Monthly Distribution Yield	5.14%
Check Disbursements	0.00	0.00		
Closing Balance	39,896.30	39,896.30		
Cash Dividends and Income	593.51	593.51		

MSDLAF+ MAX Class					
Opening Balance					12,453,732.60
07/31/24	07/31/24	Redemption - ACH Redemption	1.00	(1,400,000.00)	11,053,732.60
07/31/24	08/01/24	Accrual Income Div Reinvestment - Distributions	1.00	55,113.80	11,108,846.40

Account Statement

For the Month Ending **July 31, 2024**

INTERMEDIATE SCHOOL DISTRICT 917 - STATE PAYMENTS - 600430

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Total Shares Owned
Closing Balance					11,108,846.40
		Month of July	Fiscal YTD July-July		
Opening Balance		12,453,732.60	12,453,732.60	Closing Balance	11,108,846.40
Purchases		55,113.80	55,113.80	Average Monthly Balance	12,410,349.17
Redemptions (Excl. Checks)		(1,400,000.00)	(1,400,000.00)	Monthly Distribution Yield	5.23%
Check Disbursements		0.00	0.00		
Closing Balance		11,108,846.40	11,108,846.40		
Cash Dividends and Income		55,113.80	55,113.80		

AUDREY WEILER, PAYROLL SPECIALIST

PLEASE APPROVE NET PAYROLL FOR

08/15/2024 DIRECT DEPOSITS REGULAR PAY (PR403)	\$147,154.37
08/15/2024 DIRECT DEPOSITS SUMMER PAYS (PR3S3)	\$463,124.16

08/15/2024 DIRECT DEPOSITS EXTRA HOURS PAY (PR4E3)	\$249,283.01
--	--------------

NET PAYROLL **\$ 859,561.54**

Authorized Signature  Date 8.14.24

AUDREY WEILER, PAYROLL SPECIALIST

PLEASE APPROVE NET PAYROLL FOR

08/30/2024 DIRECT DEPOSITS REGULAR PAY (PR404)	\$503,667.09
08/30/2024 DIRECT DEPOSITS SUMMER PAYS (PR3S4)	\$138,142.41

08/30/2024 DIRECT DEPOSITS EXTRA HOURS PAY (PR4E4)	\$138,059.98
--	--------------

NET PAYROLL **\$ 779,869.48**

Authorized Signature  Date 8.29.24

ISD 917

Intermediate School District #917 School Board

Resolution Pertaining to Business Operations

Board member _____ introduced the following Resolution:

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

WHEREAS, the Director of Finance recommends the designation of depositories; and

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

WHEREAS, the Director of Finance is authorized to make short-term investments; and

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

WHEREAS, the Director of Finance is authorized to perform the duties of clerk and treasurer as provided in Minn. Stat. § 123b.14; and

WHEREAS, the Director of Finance is authorized to make electronic transfer of funds; and

WHEREAS, the Director of Finance is authorized to lease/purchase, and contract for goods and services **up to \$20,000** within the Board approved budget. Formal bids must be specifically authorized by the Board in accordance with Minn. Stat. § 123b.14;

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

_____ and voting against the same: _____. Whereupon said resolution was declared duly passed and adopted.

Whereupon said resolution was declared duly passed and adopted.

Dated: September 3, 2024



Intermediate School District 917

Purposeful. Personalized. Partners.

1300 145th Street East, Rosemount, MN 55068

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

To: ISD 917 School Board

Date: September 3, 2024

Re: Summary of Changes for Health Associates (Related Service Nurses) 2024-2026 Contract

Following two (2) meetings with the Superintendent, Executive Director of Business Services, Director of Finance, 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 13.53% over two years (2024-2025 and 2025-2026). MSBA is 11.66%.
2. Changed gendered language to gender-inclusive language throughout the contract.
3. Salary changes:
 - a. Salaries increased by 8% in the first year (2024-2025).
 - b. Salaries increased by 3.6% in the second year (2025-2026).
 - c. Longevity was changed to begin at Year 8 of employment, as opposed to Year 12.
 - d. Longevity tiers increased by \$0.25 (first tier) to \$0.75 (all remaining tiers).
4. 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.
5. 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.
6. One sentence was added to the jury duty section to encourage staff to return to work if/when they are released from jury duty.
7. Personal Leave:
 - a. The number of personal leave days allotted was increased by one (1) in each of the three tiers (Years 1-3: 3 days, Years 4-7: 4 days, Years 8+: 5 days).
 - b. 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 notice needed for personal leave was decreased to 3 days to match other contracts.
8. Vendors for 403B accounts were removed and are available on the District website.

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

**917 RELATED SERVICES NURSES
EDUCATIONAL SUPPORT PROFESSIONALS
EDUCATION MINNESOTA, LOCAL 7333**

Effective July 1, 2024, through June 30, 2026

Board Approved: September 3, 2024

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**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 917 Related Services Nurses Educational Support Professionals, Local 7333, Education Minnesota (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 917 Related Services Nurses Educational Support Professionals, Education Minnesota, (hereinafter referred to as health associates) for the duration of this Agreement.

**ARTICLE II
RECOGNITION OF EXCLUSIVE REPRESENTATIVE**

Section 1. Recognition: In accordance with the PELRA, the School District recognizes 917 Related Services Nurses Educational Support Professionals, Local 7333, Education Minnesota, as the exclusive representative of health associates 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 health associates of the district as defined in this Agreement and in the PELRA and by certification of the Bureau of Mediation Services, dated February 10, 2005, BMS Case No. 05-PCE-609.

Section 3. 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 health associates' negotiating team will be released from their regular responsibilities for this purpose without any loss of pay.

Subd. 2. When a health associate 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 health associate 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 ten (10) 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 health associate. 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 their designee at least three (3)

working days prior to the date of intended leave. The Superintendent may waive the three (3) day notice.

ARTICLE III DEFINITIONS

Section 1. Terms and Conditions of Employment: "Terms and conditions of employment" shall mean the hours of employment, the compensation therefor, including fringe benefits, except retirement contributions or benefits, and the employer's personnel policies affecting the working conditions of the employees. The terms in both cases are subject to the provisions of M.S. 179A.07 regarding the rights of public employers and the scope of negotiations.

Section 2. Health Associates: Health associates shall mean all employees employed by the School District who are responsible for the implementation of health services and who provide for the health care needs of individual students who require frequent care throughout the school day in order to attend school, but excludes licensed school nurses (LSNs). Health associates must be qualified in accordance with the health associate position description. Health associates will be assigned duties as per the position description and per MN statute 148.171. The term health associates as used herein will exclude the following: supervisory, administrative, and confidential employees, program assistants, pupil support assistants, teachers, licensed school 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 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 health associate 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: Health associates shall have the right to form and join labor or employee organizations and shall have the right not to form and join such organizations. Health associates 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 and Inter-School Mail: The Union shall have the right to usage of the School District's facilities and resources for the purpose of communicating to its members. The School District's resources include, but are not limited to, School District buildings, equipment, facilities, inter-school mail, email, and telephone system. The Union agrees that it will not use such resources so as to disturb or interfere with the educational process.

Section 5. Release Time: The School District shall, upon written request by the Union, afford reasonable time off in accordance with Minnesota Stat. 179A.07, Subd. 6, without pay to elected officers or appointed representatives of the Union for the purposes of conducting the duties of the Union. Additionally, a Union Representative attending a disciplinary meeting involving a member of the bargaining unit called by the School District shall be permitted to do so without loss of pay or benefits.

Section 6. Right to Dues Check Off: Each health associate 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. Request by the employee to cease dues deductions submitted in writing to the payroll office shall be honored and dues deductions ceased as of such written notice. Deductions shall be transmitted with a list of names of health associates whose pay deductions were made to the exclusive representative within seven (7) days of such payday.

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

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

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 health associates 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 health associates 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 health associate's basic day, exclusive of lunch, for a full-time employee, shall be six (6) to seven and a half (7.5) hours per day as annually determined by the School District prior to July 1. The hours indicated in the July 1 document shall not be changed during the contract year except as mutually agreed between the health associate and the district. The duty day shall include indirect documentation time throughout the workday. The School District may employ such part-time health associates as it deems appropriate.

Subd. 1. Lunch Period: Health associates shall be provided an unpaid lunch of at least thirty (30) minutes. If a health associate is required to work because of an emergency or other operational need, as determined by the School District, they shall be paid at their regular rate of pay for this time.

Subd. 2. Break Period: Health associates shall receive a fifteen (15) minute paid break in the morning and a fifteen (15) minute paid break in the afternoon. If mutually agreed between the teacher or licensed school nurse (LSN) and health associate, the breaks may be combined to provide a lunch break. Health associates who work at least four (4) hours per day shall receive a fifteen (15) minute paid break. The morning break shall begin no

sooner than one-half (1/2) hours after the start of the student contact day. If a health associate is required to work because of an emergency or other operational need, as determined by the School District, they shall be paid at their regular rate of pay for the additional time.

Section 2. Duty Year: The duty year for full-time health associates under this Agreement shall be as annually determined by the School District, but not less than the number of student days.

Subd. 1. Medical Record Preparation Days: At the beginning of each school year, health associates shall be provided with two (2) additional regular working days of paid time, beyond student-contact days and the all-staff back-to-school event day, to set up medical records for new students and to begin medical documentation. This preparation time can only be used in August or September and must not be a student contact day.

Subd 2. New Staff Induction: All new health associates will be required to attend up to five (5) hours of training which will include training on the student information system, within two weeks of their starting date. The new training will be paid at the current hourly rate for the new health associate. If a current health associate conducts the training, they will be paid their hourly rate.

Section 3. Modifications in Calendar, Length of School Day: Provisions for the closing of schools due to inclement weather or other exigency shall be as addressed in District Policy 466.

Section 4. Certain Absences: Health associates 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. Overtime: All hours worked by an employee beyond eight (8) hours per day or forty (40) hours per week shall be compensated at one and a half (1.5) times the health associate's hourly rate of pay.

ARTICLE VII BASIC SALARIES

Section 1. Basic Salaries - Regular Employees:

Subd. 1. Effective July 1, 2024, Health Associates shall be compensated in accordance with Salary Schedule A.

Subd. 2. Effective July 1, 2025, Health Associates shall be compensated in accordance with Salary Schedule B.

Subd. 3. Effective July 1, 2024, eligible Health Associates will advance one (1) step on Salary Schedule A from their step on the salary schedule for 2023-2024. Effective July 1, 2025, eligible Health Associates will advance one (1) step on Salary Schedule B from

their placement on the salary schedule for 2024-2025 (Salary Schedule A). 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. In the event a successor agreement is not entered into prior to July 1, 2026, a health associate 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.

Subd. 4. Longevity: Health associates shall receive a longevity salary increase beyond the rates delineated in Schedules A and B of the agreement as follows:

Year of Continuous Employment	2024-2026
In Years 8-12	\$3.00
In Years 13-17	\$4.00
In Years 18-21	\$5.00
In Years 22-23	\$6.00
In Years 24 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.

Section 2. Other Obligations: In the event a health associate is required to attend to student emergencies, conduct CPR classes, trainings, meetings, inservices, field trips, bus transportation, etc., outside of the employee’s regularly scheduled hours, the health associate shall be paid at their hourly rate of pay and in accordance with Article VI, Section 5.

Section 3. New Employees: A new health associate shall be placed on the salary schedule as agreed between the employer and the health associate and shall be eligible for step advancement on the following July 1 if employed prior to January 1. A health associate hired after January 1 shall be eligible for any increase in the current rate on July 1 but shall not be eligible for step advancement until the following July 1. Thereafter, such a new health associate shall be subject to all provisions of this Article.

Section 4. Absence of Regular Teacher: Health associates shall not be required or assigned to assume the responsibilities of a classroom teacher. In the absence of the regular classroom teacher, the School District shall arrange to have an appropriate, licensed teacher assigned to supervise the classroom. In such instances, health associates will continue to perform the duties as assigned or implied by the teacher in charge of the classroom.

**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 an amount 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. Effective January 1, 2025, the total monthly contribution shall increase but shall not exceed \$804 per month. Effective January 1, 2026, the school district shall 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, 2024, the School District shall contribute an amount 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. Effective January 1, 2025, the total monthly contribution shall increase, but shall not exceed \$1784 per month. Effective January 1, 2026, the school district shall 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 accounts ("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 \$804 per month. Effective January 1, 2025, the total monthly contribution shall not exceed \$804 per month. Effective January 1, 2026, the total monthly contribution shall not exceed \$804 per month.

- (b) The School District's total contribution shall be 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, 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 per month. Effective January 1, 2025, the total monthly contribution will increase but shall not exceed \$1900 per month and effective January 1, 2026, the total monthly contribution will increase but shall not exceed \$1975 per month.
- (b) The School District's total contribution shall be 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. 5. Changes in Coverage under High Deductible Coverage: If an eligible employee who qualifies for and is enrolled in coverage under the high deductible coverage option of the School District's health and hospitalization plan changes the type of coverage during a calendar year (e.g., from individual coverage under the high deductible coverage option to family coverage under the high deductible coverage option; from family coverage under the high deductible coverage option to individual coverage under the high deductible coverage option; from family or individual coverage under the high deductible coverage option to no coverage under the high deductible coverage option), the School District's contribution to the employee's HSA shall change accordingly. The change in the amount of HSA contributions shall be effective coincident with the change in the type of coverage under the high deductible coverage option.

Section 3. Dental Insurance:

Subd. 1. Individual Coverage: The School District shall contribute a sum not to exceed \$68 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: The School District shall contribute a sum not to exceed \$142 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 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 health associate. The income protection plan shall include the following:

1. Benefits begin after ninety (90) calendar 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 an \$80,000 term life insurance policy for each full-time health associate. The value of this benefit will be included in the employee's taxable income as required by the Internal Revenue Code Section 79.

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

Section 7. Duration of Insurance Contribution: A health associate is eligible for contributions as provided in this Article as long as they are a full-time employee of the School District. Upon termination of employment, all district participation and contribution shall cease, effective on the last working day, except as specified in Subdivisions 1 and 2 hereof.

Subd. 1. The School District shall continue its contribution to health and dental insurance costs for work-related 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 health associates who retire pursuant to Article XV of this Agreement for three (3) calendar months following the employee's last day of work.

Section 8. Eligibility: Insurance benefits as outlined in this Article shall apply only to health associates who work at least 1,110 hours per year and such benefits shall not apply to substitute health associates.

Section 9. Lay Off: An employee laid off and subsequently rehired without a break in service to the School District shall be reimbursed for insurance contributions during the summer provided the health associate has made such contributions to the School District plan.

ARTICLE IX LEAVES OF ABSENCE

Section 1. Sick Leave:

Subd. 1. All full-time health associates working seven and a half (7.5) hours per day 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. 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 up 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. 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 listed in subdivision 1 above, 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. 4. 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. 5. 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. 6. 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. 7. Sick leave pay shall be approved upon request.

Subd. 8. A health associate 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.

Under such circumstances only that fraction of a sick leave day not covered by Worker's Compensation insurance shall be deducted from accrued sick leave.

Section 2. Medical Leave

Subd. 1. Personal Medical Leave of Absence: A health associate 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 health associate's accrued paid leave must be exhausted before the health associate 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 health associate's physician. The end of a personal physical disability absence for childbirth shall also be determined by the health associate'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 health associates 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, health associates 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 health associate's own serious health condition, as defined by the FMLA.
 - ii. The health associate'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 health associate's accrued paid leave must be exhausted before the health associate 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: A health associate 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 health associate 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: A health associate on a medical leave of absence under this Section must notify human resources or their administrative designee in writing, at least one (1) week prior to their intention to return from leave.

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

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

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

Subd. 6. Probationary Period: Periods of time for which the health associate 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. A health associate 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 health associate 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: A health associate 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, a health associate 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 school-year leaves, a health associate 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 in July of the next fiscal year by April 1 of the leave fiscal year.

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

Subd. 4. Failure of the health associate 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 health associate is on parental leave may extend the health associate's probationary period pursuant to Minnesota Statute (122A.41, Subdivision 1).

Section 4. Civic Duty/Military Leave

Subd. 1. Jury Duty: A health associate summoned to serve on a jury can request to be excused from such jury service. Health associates who must serve will be permitted time off without the loss of pay contingent upon the health associate 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 health associate to seek through the court. The

District shall assume no responsibility to seek reimbursement, nor pay reimbursement for said expenses.

Subd. 2. Subpoenaed Witness: A health associate 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. A health associate subpoenaed in cases unrelated to the School District, will be permitted time off and use of paid or unpaid leave will be at the discretion of the Superintendent. Any allowable expenses reimbursed by the court, such as mileage, parking, and meals, may be retained and are the sole responsibility of the teacher to seek through the court. The District shall assume no responsibility to seek reimbursement, nor pay reimbursement for said expenses.

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

Section 5. General Unpaid Personal Leave

Subd. 1. A health associate 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 health associate 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 health associate'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 health associate will not be permitted to use accrued leave to subsidize their general leave of absence.

Subd. 3. A health associate 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, a health associate 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: A health associate 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 health associate shall pay the full insurance premium (School District and employee contributions) for any month in which the health associate does not work at least one (1) day.

Subd. 3. Payment: The health associate is responsible for paying the School District business office the monthly amounts due for any insurance programs the health associate wishes to retain in advance of the end of the corresponding month on such a date determined by the School District. However, the health associate 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. Health Associates 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 health associate's leave of absence, as noted in sections two (2) and three (3) of this article, and accrual will continue so long as the health associate is using paid leave. No additional paid leave days, or other benefits shall accrue for the period of time that the health associate is on unpaid leave.

Subd. 2. Health Associates on General Leaves: A health associate 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 health associate went on leave for use upon the health associate'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 health associate 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. A health associate may be granted up to five (5) days absence with pay due to the death of the health associate'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 health associate'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, up to twenty (20) days sick leave per year will be granted for the illness of the following: health associate's spouse, child, adult child, brother, sister, parent, step-parent, grandchild, grandparent, son or daughter-in-law, or parent-in-law. A health associate may use one (1) day of

accumulated sick leave for each day of illness or disability of the health associate's dependent (IRS Code) for such reasonable periods as the health associate's attendance may be necessary, on the same terms the health associate is able to use sick leave benefits for the health associate's own illness. Days used shall be deducted from sick leave.

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: Health associates will receive personal leave days per the following schedule:

Years 1-3 of continuous employment:	3 days
Years 4-7 of continuous employment:	4 days
Years 8+ of continuous employment and beyond:	5 days

Personal leave shall not be allowed to accumulate.

- (a) A health associate 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 Superintendent or their designee, 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 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 or other bargaining unit at the same instructional site have already been granted personal leave which would be disruptive of the functioning of the particular program.
- (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. Usage of personal leave shall be requested as early as practicable and normally a minimum of three (3) days in advance.

Subd. 4. 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.

ARTICLE X PROBATIONARY PERIOD

Section 1. Probationary Period: A health associate shall serve a probationary period of one (1) calendar year of continuous employment during which time the School District shall have the unqualified right to suspend without pay, discharge or otherwise discipline such health associate. In the event the School District discharges a probationary health associate at the end of a school year, and rehires the health associate the following year, the health associate's employment with the School District shall consider that time as continuous employment.

Section 2. Completion of Probationary Period: A health associate 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 health associate's performance and/or correct health associate's by implementing an "employee improvement plan."

Subd. 2. The purpose of an employee improvement plan is to improve the health associate's performance up to the standards and expectations of the School District. 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 health associates improvement plans will be placed in the health associate's personnel file along with any notations as to the health associate'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 health associate'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 health associate 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 health associates 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 health associate's behavior or performance. Written reprimands will be placed in the health associate's official personnel file. Each health associate shall be promptly furnished with a copy of all disciplinary materials entered into their personnel file. All materials shall be dated and signed acknowledging receipt of said documents. Health associates may respond in writing to written reprimands and such responses shall be placed in the health associate's 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 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 health associate's file.

Subd. 3. Suspension.

- a) A health associate 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, a health associate 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 health associate 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 health associate 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) A health associate 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 a health associate which materially impairs the health associate's effectiveness;
 - iv. Other good and sufficient grounds rendering the employee unfit to perform the health associate's duties.
- b) A health associate will not be terminated upon one of the grounds specified in clause (1), (2), (3), or (4), unless the health associate 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. The board may discharge a non-probationary health associate, effective immediately, upon any of the following grounds:
 - i. Immoral conduct, insubordination, or conviction of a felony;
 - ii. Conduct unbecoming a health associate which requires the immediate removal of the health associate 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 health associate 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.

Section 3. Health Associate Performance Evaluations. Health associates who have completed the probationary period shall be evaluated by the same criteria and process. In the event that a health associate has more than one supervisor (e.g., the head nurse and the Assistant Director of Special Education/Principal), the health associate's supervisors shall collaborate on a single

performance evaluation document from the Assistant Director of Special Education/Principal assigned to supervise health associates.

ARTICLE XII SENIORITY, LAYOFF AND RECALL

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 and with regard to students' needs.

Section 2. Seniority Date: For purposes of this article, a health associate's seniority date shall be the first date of paid and continuous employment with the School District. A health associate 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 first date of continuous service with the School District. If more than one health associate commences paid employment on the same date, seniority ranking shall be determined by years of nursing experience prior to employment with the School District as evidenced in the health associate's initial employment application.

Section 3. Loss of Seniority: A health associate shall lose their seniority standing upon written resignation of employment, discharge for cause, or after a twelve (12) month continuous lay off.

Section 4. Reduction of Work Force/Layoff Application: A reduction of the work force shall be defined as the elimination of a job position or positions or the reduction of the yearly hours of a job position or positions. In the event the School District reduces health associate positions within the School District, such layoff shall occur in reverse seniority order.

Subd. 1. The School District shall identify the position(s) being terminated and/or reduced in hours. Notice of such layoffs or reduction in hours shall be given to the employees affected, with a copy to the Union, on or before August 1 of each year, or as soon as the School District is aware of a change.

Subd. 2. The health associate(s) whose position(s) are affected by reductions shall have the right to replace the least senior health associate whose work assignment is commensurate with the health associate's skill and knowledge, as determined by the School District's Administration.

Section 5. Recall: Health associates shall be recalled in inverse order of seniority. Only health associates who have completed their probationary period are eligible for recall.

Subd. 1. Notice of Recall: Notice of recall shall be by certified mail to the address on record in the Human Resources office. Response to the notice of recall must be made in writing to the Human Resources office within fourteen (14) calendar days, excluding legal holidays, after receipt of such notice.

Subd. 2. Upon returning to a School District position, the health associate shall be credited with the same number of years of service as at the time of layoff and shall be given credit on the seniority list for all years worked in the School District prior to layoff.

Section 6. Seniority List. Seniority list shall be published no later than February 15 each year. The list shall indicate the health associates' seniority date. The list shall be provided to all members of the bargaining unit via e-mail.

Section 7. Vacant Positions: In instances where vacant positions exist within the bargaining unit, the positions will be offered first to the most senior qualified applicant within the bargaining unit. Should the most senior qualified candidate decline the position, the position will be offered to the next qualified member on the seniority list. This process shall be repeated until all members of the bargaining unit have had the option to transfer into the vacant position. Qualifications shall be determined by the School District's Administration. At the time of posting, the position announcement will be e-mailed to all members of the bargaining unit.

Section 8. Transfers – Involuntary:

Subd. 1. Notice of involuntary transfer shall be given to the health associates of the bargaining unit as soon as practicable. If there are open health associate positions in the school district, a list shall be made available to all health associates being involuntarily transferred or reassigned. Such health associates may apply for positions, in order of preference, to which they desire to be transferred.

Subd. 2. Involuntary Transfer Decisions: Programmatic considerations, seniority, employee qualifications, and employee preference, shall be the criteria used by the school district when rotating or transferring staff. Health Associates being involuntarily reassigned shall upon written request be afforded an opportunity to meet with the Superintendent regarding such decision. Notwithstanding the provisions of this Article, it is understood and agreed that the final choice relating to staffing decisions remains in the discretion of the school district.

Subd. 3. Stipend: If a health associate performs a voluntary or involuntary daily transfers, then the health associate will be paid by the following stipulations:

(a) The health associate will be provided a stipend of \$25 each day.

(b) If the transfer is longer than one day, the stipend will only be paid for the first day of the transfer.

ARTICLE XIII STIPEND FOR LICENSE RENEWAL

Section 1. To assist health associates for expenses incurred for education requirements for license renewal, the school district shall pay a stipend in the amount of \$300 to full-time (1110 hours of assignment) licensed practical nurses (LPNs) and \$600 to full-time (1110 hours of

assignment) registered nurses (RNs). The payment shall be made in February of each school year.

Section 2. Part-time health associates whose assignment is at least 550 hours per year but less than 1110 hours during the school year in which the contribution is made, shall receive a stipend in the amount of \$150.

ARTICLE XIV GRIEVANCE PROCEDURE

Section 1. Grievance Definition: A "grievance" shall mean an allegation by a health associate(s) resulting in a dispute or disagreement between the health associate(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. More than one health associate may be on a single grievance if the allegation involves a common set of facts and a common claim. However, all grievants must sign the grievance document.

Section 2. Representative: The health associate(s) or School District may be represented during any step of the procedure by any person or agent designated by such party to act in 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 working days. A working day is defined as all weekdays not designated as holidays by state law or by the school calendar.

Subd. 3. Computation of Time: In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted.

Subd. 4. Filing and Postmark: The filing or service of any notice or document herein shall be timely if it 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 fifteen (15) days after the date the event giving rise to the grievance occurred, or within fifteen (15) days from the date the grievant or any Union representative or steward knew or through reasonable diligence should have known of the cause of the grievance. 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 health associate(s) and the School District's designee.

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

Subd. 1. Level 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 seven (7) days after receipt of the decision in Level I. If the 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 a decision in Level I or Level II has been rendered. At its option, the School Board may also review a grievance at the written request of the grievant, providing such written request is made within ten (10) days after receipt of the Level II decision. In the event the School Board determines to review a grievance it shall hold a hearing and issue a decision within twenty (20) days after the written notice by the School District or within twenty (20) days after receipt of the request for review by the grievant. The Union shall receive written advance notice as to the date of said hearing. In the event of such review, the School Board reserves the right to affirm, reverse or modify such decision. At the option of the School Board, a committee or representative(s) of the School Board may be designated by the School Board to hear the appeal at this level and report its findings and recommendations to the School Board.

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

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

Subd. 1. Request: A request to submit a grievance to arbitration must be in writing signed by the aggrieved party, and such request must be filed in the office of the superintendent within twelve (12) days following the decision of the School Board in Section 6, or within twelve (12) days following notice that the School Board has elected not to review the matter.

Subd. 2. Prior Procedure Required: No grievance shall be considered by the arbitrator which has not been first duly processed in accordance with the grievance procedure and appeal provisions, unless the parties have mutually agreed to a waiver of step(s).

Subd. 3. Selection of Arbitrator: Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within ten (10) days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the 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 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 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. The parties shall share equally fees and expenses of the arbitrator and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration. The requesting party shall pay the full cost of transcribing or recording of the proceedings and transcript copy. If both parties request a transcript or recording, the cost shall be equally shared. If the second party orders a transcript after the first party has paid for transcribing and recording, the second party shall also reimburse the first party for one-half (1/2) of those costs incurred, in addition to paying for the transcript copy.

Subd. 7. Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly brought before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written Agreement;

nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein; 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(s) 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 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: Full-time health associates who have completed at least fifteen (15) years of continuous service with the School District, and who are at least fifty-five (55) years of age, shall be eligible for severance pay pursuant to the provisions of this Article upon submission of a written resignation accepted by the School Board. Severance pay shall not be granted to any employee who is discharged for cause by the School District. This Article shall apply only to health associates who retire after the execution of this contract and shall not be retroactive to any health associate who retired prior to said execution date.

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

Section 5. Method of Pay-out:

- a) Subject to the limitations listed below, the School District will contribute an amount equal to the value of the health associate'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 shall calculate the maximum deferral limit.

Section 6. Notice: To be eligible for the benefits of this section, unless waived by the School District, a health associate must notify the School District not less than 90 calendar days prior to the proposed retirement date.

**ARTICLE XVI
403b MATCHING CONTRIBUTION PLAN**

Section 1. Eligibility: To be eligible for contribution under this Article, a health associate must have completed one year of employment. The first year of employment shall be defined as any days of employment prior to the last student day of the regular school calendar in the first employment agreement. The next regular school calendar becomes the second year of employment. Further, to be eligible for this contribution, a health associate must be regularly employed at least 1,110 hours during the contract year, and such benefits shall not apply to health associates employed for a lesser time or substitute health associates.

Section 2. Contribution: The school district will match eligible health associate contributions up to a maximum as listed in the following schedule, according to year of continuous employment in the District.

Year of Continuous Employment in the District	2024-2026
In Years 2-3	\$250.00
In Years 4-5	\$450.00
In Years 6-9	\$550.00
In Years 10-12	\$650.00
In Years 13-14	\$750.00
In Years 15+	\$1,050.00

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 health associate to participate in the 403b matching contribution plan.

Section 4. Unpaid Leaves: Health associates 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 health associate'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, 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. Retroactivity: Retroactive pay, if any, shall be made to all employees covered by this Agreement, including those on layoff status.

Section 3. 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 4. 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 5. 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:

917 RELATED SERVICES NURSES
EDUCATIONAL SUPPORT
PROFESSIONALS, LOCAL 7333
EDUCATION MINNESOTA

INTERMEDIATE SCHOOL DISTRICT
917

President

Chair

Education Minnesota

Dated: September 3, 2024

Clerk

Dated: September 3, 2024

**SALARY SCHEDULES
HEALTH ASSOCIATES**

**SCHEDULE A
Salary Schedule 2024-2025**

2024 - 2025	
	Range 1
Steps	Hourly Rate
1	\$30.08
2	\$30.66
3	\$31.26
4	\$31.86
5	\$32.54
6	\$33.21
7	\$33.89
8	\$34.59
9	\$35.32
10	\$36.03

**SCHEDULE B
Salary Schedule 2025-2026**

2025 - 2026	
	Range 1
Steps	Hourly Rate
1	\$31.16
2	\$31.76
3	\$32.39
4	\$33.01
5	\$33.71
6	\$34.41
7	\$35.11
8	\$35.84
9	\$36.59
10	\$37.33

ATTACHMENT C

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

AGREEMENT

between

INTERMEDIATE SCHOOL DISTRICT NO. 917

and

**917 RELATED SERVICES NURSES
EDUCATIONAL SUPPORT PROFESSIONALS
EDUCATION MINNESOTA, LOCAL 7333**

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

Board Approved: ~~October 4, 2022~~September 3, 2024

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**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 917 Related Services Nurses Educational Support Professionals, Local 7333, Education Minnesota (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 917 Related Services Nurses Educational Support Professionals, Education Minnesota, (hereinafter referred to as health associates) for the duration of this Agreement.

**ARTICLE II
RECOGNITION OF EXCLUSIVE REPRESENTATIVE**

Section 1. Recognition: In accordance with the PELRA, the School District recognizes 917 Related Services Nurses Educational Support Professionals, Local 7333, Education Minnesota, as the exclusive representative of health associates 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 health associates of the district as defined in this Agreement and in the PELRA and by certification of the Bureau of Mediation Services, dated February 10, 2005, BMS Case No. 05-PCE-609.

Section 3. 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 health associates' negotiating team will be released from their regular responsibilities for this purpose without any loss of pay.

Subd. 2. When a health associate 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 health associate 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 ten (10) 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 health associate. 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.

ARTICLE III DEFINITIONS

Section 1. Terms and Conditions of Employment: "Terms and conditions of employment" shall mean the hours of employment, the compensation therefor, including fringe benefits, except retirement contributions or benefits, and the employer's personnel policies affecting the working conditions of the employees. The terms in both cases are subject to the provisions of M.S. 179A.07 regarding the rights of public employers and the scope of negotiations.

Section 2. Health Associates: Health associates shall mean all employees employed by the School District who are responsible for the implementation of health services and who provide for the health care needs of individual students who require frequent care throughout the school day in order to attend school, but excludes licensed school nurses (LSNs). Health associates must be qualified in accordance with the health associate position description. Health associates will be assigned duties as per the position description and per MN statute 148.171~~within their scope of practice defined by the Minnesota Nurse Practice Act.~~ The term health associates as used herein will exclude the following: supervisory, administrative, and confidential employees, program assistants, pupil support assistants, teachers, licensed school 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 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 health associate 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: Health associates shall have the right to form and join labor or employee organizations and shall have the right not to form and join such organizations. Health associates 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 and Inter-School Mail: The Union shall have the right to usage of the School District's facilities and resources for the purpose of communicating to its members. The School District's resources include, but are not limited to, School District buildings, equipment, facilities, inter-school mail, email, and telephone system. The Union agrees that it will not use such resources so as to disturb or interfere with the educational process.

Section 5. Release Time: The School District shall, upon written request by the Union, afford reasonable time off in accordance with Minnesota Stat. 179A.07, Subd. 6, without pay to elected officers or appointed representatives of the Union for the purposes of conducting the duties of the Union. Additionally, a Union Representative attending a disciplinary meeting involving a member of the bargaining unit called by the School District shall be permitted to do so without loss of pay or benefits.

Section 6. Right to Dues Check Off: Each health associate 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. Request by the employee to cease dues deductions submitted in writing to the payroll office shall be honored and dues deductions ceased as of such written notice. Deductions shall be transmitted with a list of names of health associates whose pay deductions were made to the exclusive representative within seven (7) days of such payday.

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

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

**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 health associates 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 health associates 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 health associate's basic day, exclusive of lunch, for a full-time employee, shall be six (6) to seven and a half (~~7-1/2~~^{7.5}) hours per day as annually determined by the School District prior to July 1. The hours indicated in the July 1 document shall not be changed during the contract year except as mutually agreed between the health associate and the district. The duty day shall include indirect ~~documentation~~^{documentation} time throughout the workday. The School District may employ such part-time health associates as it deems appropriate.

Subd. 1. Lunch Period: Health associates shall be provided an unpaid lunch of at least thirty (30) minutes. If a health associate is required to work because of an emergency or other operational need, as determined by the School District, ~~he/she/they~~ shall be paid at their regular rate of pay for this time.

Subd. 2. Break Period: Health associates shall receive a fifteen (15) minute paid break in the morning and a fifteen (15) minute paid break in the afternoon. If mutually agreed between the teacher or licensed school nurse (LSN) and health associate, the breaks may be combined to provide a lunch break. Health associates who work at least four (4) hours

per day shall receive a fifteen (15) minute paid break. The morning break shall begin no sooner than one-half (1/2) hours after the start of the student contact day. If a health associate is required to work because of an emergency or other operational need, as determined by the School District, ~~he/she~~they shall be paid at their regular rate of pay for the additional time.

Section 2. Duty Year: The duty year for full-time health associates under this Agreement shall be as annually determined by the School District, but not less than the number of student days.

Subd. 1. Medical Record Preparation Days: At the beginning of each school year, health associates shall be provided with two (2) additional regular working days of paid time, beyond student-contact days and the all-staff back-to-school event day, to set up medical records for new students and to begin medical documentation. This preparation time can only be used in August or September and must not be a student contact day.

Subd 2. New ~~staff~~ Staff inductionInduction: All new health associates will be required to attend up to five (5) hours of training which will include training on the student information system, within two weeks of their starting date. The new training will be paid at the current hourly rate for the new health associate. If a current health associate conducts the training, they will be paid their hourly rate.

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Section 3. Modifications in Calendar, Length of School Day: Provisions for the closing of schools due to inclement weather or other exigency shall be as addressed in District Policy 466.

Section 4. Certain Absences: Health associates 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. Overtime: All hours worked by an employee beyond eight (8) hours per day or forty (40) hours per week shall be compensated at one and a half (1.5) times the health associate's hourly rate of pay.

ARTICLE VII BASIC SALARIES

Section 1. Basic Salaries - Regular Employees:

Subd. 1. Effective July 1, ~~2022~~2024, Health Associates shall be compensated in accordance with Salary Schedule A.

Subd. 2. Effective July 1, ~~2023~~2025, Health Associates shall be compensated in accordance with Salary Schedule B.

Subd. 3. Effective July 1, ~~2022~~2024, eligible Health Associates will advance one (1) step on Salary Schedule A from their ~~"old-step"~~ on the salary schedule for ~~2021~~2023-

~~2022-2024, noting that steps one (1) through four (4) of the 2021-2022 salary schedule were removed on the 2022-2023 schedule, which was then renumbered, and an additional step (step nine) was added. Effective July 1, 2023-2025, eligible Health Associates will advance one (1) step on Salary Schedule B from their placement the previous year, noting that an additional step (step ten) was added to Salary Schedule B. Exceptions for both years will be made for those employees subject to Section 3 of this Article on the salary schedule for 2024-2025 (Salary Schedule A). 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. In the event a successor agreement is not entered into prior to July 1, 2024-2026, a health associate 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.~~

Subd. 4. Longevity: Health associates shall receive a longevity salary increase beyond the rates delineated in Schedules A and B of the agreement as follows:

<u>Year of Continuous Employment</u>	2022-2023	2024-2026
In Years 8-12-14	\$2.75	\$3.4000
In Years 13-17	\$3.25	\$3.604.00
In Years 18- 2021	\$4.25	\$4.605.00
In Years 21-22-23	\$5.25	\$5.606.00
In Years 24 and beyond	\$6.25	\$6.607.00

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.

Section 2. Other Obligations: In the event a health associate is required to attend to student emergencies, conduct CPR classes, trainings, meetings, inservices, field trips, bus transportation, etc., outside of the employee’s regularly scheduled hours, the health associate shall be paid at ~~his/her~~their hourly rate of pay and in accordance with Article VI, Section 5.

Section 3. New Employees: A new health associate shall be placed on the salary schedule as agreed between the employer and the health associate and shall be eligible for step advancement on the following July 1 if employed prior to January 1. A health associate hired after January 1 shall be eligible for any increase in the current rate on July 1 but shall not be eligible for step advancement until the following July 1. Thereafter, such a new health associate shall be subject to all provisions of this Article.

Section 4. Absence of Regular Teacher: Health associates shall not be required or assigned to assume the responsibilities of a classroom teacher. In the absence of the regular classroom teacher, the School District shall arrange to have an appropriate, licensed teacher assigned to supervise the classroom. In such instances, health associates will continue to perform the duties as assigned or implied by the teacher in charge of the classroom.

**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 an amount not to exceed ~~\$795~~\$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~~2025, the total monthly contribution shall increase but shall not exceed \$804 per month. ~~Effective January 1, 2026, the school district shall 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 an amount not to exceed ~~\$1784~~\$650 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 total monthly contribution shall increase, but shall not exceed ~~\$1784~~\$684 per month. Effective January 1, ~~2024~~2026, ~~the school district shall no longer offer this plan to employees~~the total monthly contribution shall increase, but shall not exceed \$1784 per month. 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 accounts ("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 \$~~795-804~~ per month. Effective January 1, ~~2024~~2025, the total monthly contribution ~~will increase but~~ shall not exceed \$804 per month. Effective January 1, 2026, the total monthly contribution shall not exceed \$804 per month.

- (b) ~~The School District's 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 total contribution shall be 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:

- (b) 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 \$~~1784~~~~650~~ per month. Effective January 1, ~~2023~~~~2025~~, the total monthly contribution will increase but shall not exceed \$~~1684~~~~1900~~ per month and effective January 1, ~~2024~~~~2026~~, the total monthly contribution will increase but shall not exceed \$~~1784~~~~1975~~ per month.

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

Section 3. Dental Insurance:

Subd. 1. Individual Coverage: The School District shall contribute a sum not to exceed \$68 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: The School District shall contribute a sum not to exceed \$142 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 health associate. The income protection plan shall include the following:

1. Benefits begin after ninety (90) calendar 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 an \$80,000 term life insurance policy for each full-time health associate. The value of this benefit will be included in the employee's taxable income as required by the Internal Revenue Code Section 79.

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

Section 7. Duration of Insurance Contribution: A health associate is eligible for contributions as provided in this Article as long as ~~he/she~~they is-are a full-time employee of the School District. Upon termination of employment, all district participation and contribution shall cease, effective on the last working day, except as specified in Subdivisions 1 and 2 hereof.

Subd. 1. The School District shall continue its contribution to health and dental insurance costs for work-related 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 health associates who retire pursuant to Article XV of this Agreement for three (3) calendar months following the employee's last day of work.

Section 8. Eligibility: Insurance benefits as outlined in this Article shall apply only to health associates who work at least 1,110 hours per year and such benefits shall not apply to substitute health associates.

Section 9. Lay Off: An employee laid off and subsequently rehired without a break in service to the School District shall be reimbursed for insurance contributions during the summer provided the health associate has made such contributions to the School District plan.

ARTICLE IX LEAVES OF ABSENCE

Section 1. Sick Leave:

Subd. 1. All full-time health associates ~~working seven and a half (7.5) hours per day 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, 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 health associates shall be given a credit of ten (10) sick days at the beginning of each school year. In the event that an employee uses credited sick leave prior to completion of the year in which such credit is earned, the health associate shall be liable to the School District for any sick leave pay advanced beyond actual accrual in the event the health associate leaves the service of the School District. Employees who take medical or parental leave of absence, under this article, shall not have their Earned Sick and Safe Leave (ESSL) prorated.~~

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Subd. 2. ~~Employees working 6.25 up 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. 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 listed in subdivision 1 above, 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. ~~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 a health associate 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. Failure to provide documentation upon request may result in denial of sick leave.~~

Subd. 4. ~~In the event that a medical certificate will be required, the health associate 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 health associate.~~

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

Subd. 79. A health associate 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. Under such circumstances only that fraction of a sick leave day not covered by Worker's Compensation insurance shall be deducted from accrued sick leave.

Subd. 8. ~~Health Associates who do not use sick leave for the first six (6) consecutive months in a school year shall be eligible for one additional personal leave day in the next year’s contract. The additional personal leave day must be used in the next contract year. Additionally, health associates who do not use sick leave for a period of one (1) contract year shall receive a district contribution of two hundred dollars (\$200) in their name to the State of Minnesota Post-Retirement Health Care Savings Plan.~~

Section 2. Medical Leave

Subd. 1. Personal Medical Leave of Absence: A health associate 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 health associate's accrued paid leave must be exhausted before the health associate 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 health associate's physician. The end of a personal physical disability absence for childbirth shall also be determined by the health associate'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 health associates 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, health associates 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 health associate's own serious health condition, as defined by the FMLA.
 - ii. The health associate'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 health associate's accrued paid leave must be exhausted before the health associate 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: A health associate 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 health associate 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: A health associate 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 health associate is returning from a personal medical leave of absence, the health associate must also provide medical verification from a qualified healthcare provider of the health associate's release from medical restrictions allowing them to return to full capacity at work.

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

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

Subd. 6. Probationary Period: Periods of time for which the health associate 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. A health associate 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 health associate 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: A health associate 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, a health associate 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, a health associate 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 health associate shall be returned to the former position held from which the health associate was granted the leave, or an equivalent position should that position no longer be available or the School District determines the timing of the health associate's return would interfere with student achievement.

Subd. 4. Failure of the health associate 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 health associate is on parental leave may extend the health associate's probationary period pursuant to Minnesota Statute (122A.41, Subdivision 1).

Section 4. Civic Duty/Military Leave

Subd. 1. Jury Duty: A health associate summoned to serve on a jury can request to be excused from such jury service. Health associates who must serve will be permitted time off without the loss of pay contingent upon the health associate 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 health associate to seek through the court. The District shall assume no responsibility to seek reimbursement, nor pay reimbursement for said expenses.

Subd. 2. Subpoenaed Witness: A health associate 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. A health associate subpoenaed in cases unrelated to the School District, will be permitted time off and use of paid or unpaid leave will be at the discretion of the Superintendent. Any allowable expenses reimbursed by the court, such as mileage, parking, and meals, may be retained and are the sole responsibility of the teacher to seek through the court. The District shall assume no responsibility to seek reimbursement, nor pay reimbursement for said expenses.

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

Section 5. General Unpaid Personal Leave

Subd. 1. A health associate 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 health associate 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 health associate'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 health associate will not be permitted to use accrued leave to subsidize his/her/their general leave of absence.

Subd. 3. A health associate 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, a health associate 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: A health associate 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 health associate shall pay the full insurance premium (School District and employee

contributions) for any month in which the health associate does not work at least one (1) day.

Subd. 3. Payment: The health associate is responsible for paying the School District business office the monthly amounts due for any insurance programs the health associate wishes to retain in advance of the end of the corresponding month on such a date determined by the School District. However, the health associate 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. Health Associates 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 health associate's leave of absence, as noted in sections two (2) and three (3) of this article, and accrual will continue so long as the health associate is using paid leave. No additional paid leave days, or other benefits shall accrue for the period of time that the health associate is on unpaid leave.

Subd. 2. Health Associates on General Leaves: A health associate 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 health associate went on leave for use upon the health associate'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 health associate 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. A health associate may be granted up to five (5) days absence with pay due to the death of the health associate'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 health associate'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, up to twenty (20) days sick leave per year will be granted for the illness of the following: health associate's spouse, child, adult child, brother, sister, parent, step-parent, grandchild, grandparent, son or daughter-in-law, or parent-in-law. A health associate may use one (1) day of accumulated sick leave for each day of illness or disability of the health associate's dependent (IRS Code) for such reasonable periods as the health associate's attendance

may be necessary, on the same terms the health associate is able to use sick leave benefits for the health associate's own illness. Days used shall be deducted from sick leave.

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: ~~Health associates in their first year of employment may deduct one day from sick leave. Health associates who have completed their first year of employment~~ will receive personal leave days per the following schedule:

- Years 1-3 of continuous employment: ~~2~~3 days
- Years 4-7 of continuous employment: ~~3~~4 days
- Years 8+ of continuous employment and beyond: ~~4~~5 days

~~Personal leave shall be allowed to accumulate to a total of five (5) days not be allowed to accumulate.~~

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~~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.~~

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- a) A health associate 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 Superintendent or ~~his/her~~their designee, 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 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. 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.~~

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- a) Personal leave requests may be denied on a particular day, if other employees in the same or other bargaining unit at the same instructional site have already been granted personal leave which would be disruptive of the functioning of the particular program.

- b) 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.

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~~Subd. 3. At the beginning of each contract year, health associates will be credited with the number of days of personal leave specified in subdivision one (1) herein. Those health associates 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 one hundred twenty five (\$125) for each day beyond five (5) for which they become eligible in lieu of being granted additional days beyond five (5). Part time health associates as defined in Section 11 of this Article IX shall be paid a pro rata portion of the one hundred dollars (\$100) per day based upon the number of hours worked per year with 1,110 hours per year constituting full time.~~

~~Subd. 43. Usage of personal leave shall be requested as early as practicable and normally a minimum of three (3) days in advance. Personal leave must be requested ten (10) duty days in advance of the commencement of the leave. In instances when emergency situations preclude the advance request for leave, the health associate shall make the request as soon as practicable and must include the reason for the requested leave and why the ten (10) day notice was not possible. Personal leave will normally only be granted in increments of one full workday(s).~~

~~Subd. 4. 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.~~

ARTICLE X PROBATIONARY PERIOD

Section 1. Probationary Period: A health associate shall serve a probationary period of one (1) calendar year of continuous employment during which time the School District shall have the unqualified right to suspend without pay, discharge or otherwise discipline such health associate. In the event the School District discharges a probationary health associate at the end of a school year, and rehires the health associate the following year, the health associate's employment with the School District shall consider that time as continuous employment.

Section 2. Completion of Probationary Period: A health associate 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 health associate's performance and/or correct health associate's by implementing an "employee improvement plan."

Subd. 2. The purpose of an employee improvement plan is to improve the health associate'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 health associates improvement plans will be placed in the health associate's personnel file along with any notations as to the health associate'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 health associate'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 health associate 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 health associates 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 health associate's behavior or performance. Written reprimands will be placed in the health associate's official personnel file. Each health associate shall be promptly furnished with a copy of all disciplinary materials entered into their personnel file. All materials shall be dated and signed acknowledging receipt of said documents. Health associates may respond in

writing to written reprimands and such responses shall be placed in the health associate's 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 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 health associate's file.

Subd. 3. Suspension.

- a) A health associate 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, a health associate 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 health associate 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 health associate 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) A health associate 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 a health associate which materially impairs the health associate's effectiveness;
 - iv. Other good and sufficient grounds rendering the employee unfit to perform the health associate's duties.
- b) A health associate will not be terminated upon one of the grounds specified in clause (1), (2), (3), or (4), unless the health associate 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. The board may discharge a non-probationary health associate, effective immediately, upon any of the following grounds:
- i. Immoral conduct, insubordination, or conviction of a felony;
 - ii. Conduct unbecoming a health associate which requires the immediate removal of the health associate 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 health associate 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.

Section 3. Health Associate Performance Evaluations. Health associates who have completed the probationary period shall be evaluated by the same criteria and process. In the event that a health associate has more than one supervisor (e.g., the head nurse and the Assistant Director of Special Education/Principal), the health associate's supervisors shall collaborate on a single performance evaluation document from the Assistant Director of Special Education/Principal assigned to supervise health associates.

ARTICLE XII SENIORITY, LAYOFF AND RECALL

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 and with regard to students' needs.

Section 2. Seniority Date: For purposes of this article, a health associate's seniority date shall be the first date of paid and continuous employment with the School District. A health associate 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 first date of continuous service with the School District. If more than one health associate commences paid employment on the same date, seniority ranking shall be determined by years of nursing experience prior to employment with the School District as evidenced in the health associate's initial employment application.

Section 3. Loss of Seniority: A health associate 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. Reduction of Work Force/Layoff Application: A reduction of the work force shall be defined as the elimination of a job position or positions or the reduction of the yearly hours of a

job position or positions. In the event the School District reduces health associate positions within the School District, such layoff shall occur in reverse seniority order.

Subd. 1. The School District shall identify the position(s) being terminated and/or reduced in hours. Notice of such layoffs or reduction in hours shall be given to the employees affected, with a copy to the Union, on or before August 1 of each year, or as soon as the School District is aware of a change.

Subd. 2. The health associate(s) whose position(s) are affected by reductions shall have the right to replace the least senior health associate whose work assignment is commensurate with the health associate's skill and knowledge, as determined by the School District's Administration.

Section 5. Recall: Health associates shall be recalled in inverse order of seniority. Only health associates who have completed their probationary period are eligible for recall.

Subd. 1. Notice of Recall: Notice of recall shall be by certified mail to the address on record in the Human Resources office. Response to the notice of recall must be made in writing to the Human Resources office within fourteen (14) calendar days, excluding legal holidays, after receipt of such notice.

Subd. 2. Upon returning to a School District position, the health associate shall be credited with the same number of years of service as at the time of layoff and shall be given credit on the seniority list for all years worked in the School District prior to layoff.

Section 6. Seniority List. Seniority list shall be published no later than February 15 each year. The list shall indicate the health associates' seniority date. The list shall be provided to all members of the bargaining unit via e-mail.

Section 7. Vacant Positions: In instances where vacant positions exist within the bargaining unit, the positions will be offered first to the most senior qualified applicant within the bargaining unit. Should the most senior qualified candidate decline the position, the position will be offered to the next qualified member on the seniority list. This process shall be repeated until all members of the bargaining unit have had the option to transfer into the vacant position. Qualifications shall be determined by the School District's Administration. At the time of posting, the position announcement will be e-mailed to all members of the bargaining unit.

Section 8. Transfers – Involuntary:

Subd. 1. Notice of involuntary transfer shall be given to the health associates of the bargaining unit as soon as practicable. If there are open health associate positions in the school district, a list shall be made available to all health associates being involuntarily transferred or reassigned. Such health associates may apply for positions, in order of preference, to which they desire to be transferred.

Subd. 2. Involuntary Transfer Decisions: Programmatic considerations, seniority, employee qualifications, and employee preference, shall be the criteria used by the school district when rotating or transferring staff. Health Associates being involuntarily reassigned shall upon written request be afforded an opportunity to meet with the Superintendent regarding such decision. Notwithstanding the provisions of this Article, it is understood and agreed that the final choice relating to staffing decisions remains in the discretion of the school district.

Subd. 3. Stipend: If a health associate performs a voluntary or involuntary daily transfers, then the health associate will be paid by the following stipulations:

1. The health associate will be provided a stipend of \$25 each day.
- ~~2.~~ If the transfer is longer than one day, the stipend will only be paid for the first day of the transfer.

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ARTICLE XIII STIPEND FOR LICENSE RENEWAL

Section 1. To assist health associates for expenses incurred for education requirements for license renewal, the school district shall pay a stipend in the amount of \$300 to full-time (1110 hours of assignment) licensed practical nurses (LPNs) and \$600 to full-time (1110 hours of assignment) registered nurses (RNs). The payment shall be made in February of each school year.

Section 2. Part-time health associates whose assignment is at least 550 hours per year but less than 1110 hours during the school year in which the contribution is made, shall receive a stipend in the amount of \$150.

ARTICLE XIV GRIEVANCE PROCEDURE

Section 1. Grievance Definition: A "grievance" shall mean an allegation by a health associate(s) resulting in a dispute or disagreement between the health associate(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. More than one health associate may be on a single grievance if the allegation involves a common set of facts and a common claim. However, all grievants must sign the grievance document.

Section 2. Representative: The health associate(s) or School District may be represented during any step of the procedure by any person or agent designated by such party to act in 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 working days. A working day is defined as all weekdays not designated as holidays by state law or by the school calendar.

Subd. 3. Computation of Time: In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted.

Subd. 4. Filing and Postmark: The filing or service of any notice or document herein shall be timely if it 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 fifteen (15) days after the date the event giving rise to the grievance occurred, or within fifteen (15) days from the date the grievant or any Union representative or steward knew or through reasonable diligence should have known of the cause of the grievance. 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 health associate(s) and the School District's designee.

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

Subd. 1. Level 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 seven (7) days after receipt of the decision in Level I. If the 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 a decision in Level I or

Level II has been rendered. At its option, the School Board may also review a grievance at the written request of the grievant, providing such written request is made within ten (10) days after receipt of the Level II decision. In the event the School Board determines to review a grievance it shall hold a hearing and issue a decision within twenty (20) days after the written notice by the School District or within twenty (20) days after receipt of the request for review by the grievant. The Union shall receive written advance notice as to the date of said hearing. In the event of such review, the School Board reserves the right to affirm, reverse or modify such decision. At the option of the School Board, a committee or representative(s) of the School Board may be designated by the School Board to hear the appeal at this level and report its findings and recommendations to the School Board.

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

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

Subd. 1. Request: A request to submit a grievance to arbitration must be in writing signed by the aggrieved party, and such request must be filed in the office of the superintendent within twelve (12) days following the decision of the School Board in Section 6, or within twelve (12) days following notice that the School Board has elected not to review the matter.

Subd. 2. Prior Procedure Required: No grievance shall be considered by the arbitrator which has not been first duly processed in accordance with the grievance procedure and appeal provisions, unless the parties have mutually agreed to a waiver of step(s).

Subd. 3. Selection of Arbitrator: Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within ten (10) days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the 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 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 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. The parties shall share equally fees and expenses of the arbitrator and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration. The requesting party shall pay the full cost of transcribing or recording of the proceedings and transcript copy. If both parties request a transcript or recording, the cost shall be equally shared. If the second party orders a transcript after the first party has paid for transcribing and recording, the second party shall also reimburse the first party for one-half (1/2) of those costs incurred, in addition to paying for the transcript copy.

Subd. 7. Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly brought before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written Agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein; 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(s) 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 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: Full-time health associates who have completed at least fifteen (15) years of continuous service with the School District, and who are at least fifty-five (55) years of age, shall be eligible for severance pay pursuant to the provisions of this Article upon submission of a written resignation accepted by the School Board. Severance pay shall not be granted to any employee who is discharged for cause by the School District. This Article shall apply only to health associates who retire after the execution of this contract and shall not be retroactive to any health associate who retired prior to said execution date.

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

Section 5. Method of Pay-out:

- a) Subject to the limitations listed below, the School District will contribute an amount equal to the value of the health associate'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 shall calculate the maximum deferral limit.

Section 6. Notice: To be eligible for the benefits of this section, unless waived by the School District, a health associate must notify the School District not less than 90 calendar days prior to the proposed retirement date.

ARTICLE XVI
403b MATCHING CONTRIBUTION PLAN

Section 1. Eligibility: To be eligible for contribution under this Article, a health associate must have completed one year of employment. The first year of employment shall be defined as any days of employment prior to the last student day of the regular school calendar in the first employment agreement. The next regular school calendar becomes the second year of employment. Further, to be eligible for this contribution, a health associate must be regularly employed at least 1,110 hours during the contract year, and such benefits shall not apply to health associates employed for a lesser time or substitute health associates.

Section 2. Contribution: The school district will match eligible health associate contributions up to a maximum as listed in the following schedule, according to year of continuous employment in the District.

Year of Continuous Employment in the District	2022-2023	2023-2024-2024-2026
In Years 2-3	\$250.00	\$250.00
In Years 4-5	\$450.00	\$450.00
In Years 6-9	\$550.00	\$550.00
In Years 10-12	\$650.00	\$650.00
In Years 13-14	\$750.00	\$750.00
In Years 15+	\$1,050.00	\$1,050.00

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 health associate to participate in the 403b matching contribution plan.

Section 4. Unpaid Leaves: Health associates 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 health associate's matching contribution within the limitations of this Article.

~~Section 6. Approved Vendors:~~

~~VALIC (formerly AIG Retirement)
403(b) and Roth 403(b) only~~

~~Ameriprise Financial Services, Inc.
403(b) only~~

~~Educators Financial Services, Inc (ESI)~~

~~403(b) and Roth 403(b) only~~

~~AXA Equitable Life Assurance
403(b) and Roth 403(b) only~~

~~Fidelity Investments
403(b) only for Plan Nbr 67451~~

~~Voya Financial (formerly ING—Aetna Life Insurance)
403(b) only~~

~~Minnesota Deferred Comp. Plan
457 only~~

~~Horace Mann Life Insurance
403(b) only~~

~~Waddel & Reed
403(b) and Roth 403(b) only~~

ARTICLE 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. Retroactivity: Retroactive pay, if any, shall be made to all employees covered by this Agreement, including those on layoff status.

Section 3. 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 4. 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 5. 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:

917 RELATED SERVICES NURSES
EDUCATIONAL SUPPORT
PROFESSIONALS, LOCAL 7333
EDUCATION MINNESOTA

INTERMEDIATE SCHOOL DISTRICT
917

Co-President

Chair

Co-President

Clerk

Education Minnesota

Dated: _____September 3, 2024
_____ September 3, 2024

Dated:

SALARY SCHEDULES
HEALTH ASSOCIATES
SCHEDULE A
Salary Schedule ~~2022~~2024-20232025

2021-2022 "Old Step"	2022-2023 Step	Hourly Rate
Step-5	Step-1	\$27.37
Step-6	Step-2	\$27.90
Step-7	Step-3	\$28.44
Step-8	Step-4	\$28.99
Step-9	Step-5	\$29.61
Step-10	Step-6	\$30.22
Step-11	Step-7	\$30.84
Step-12	Step-8	\$31.48
	Step-9	\$32.14

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2024 - 2025	
	Range 1
Steps	Hourly Rate
<u>1</u>	\$30.08
<u>2</u>	\$30.66
<u>3</u>	\$31.26
<u>4</u>	\$31.86
<u>5</u>	\$32.54
<u>6</u>	\$33.21
<u>7</u>	\$33.89
<u>8</u>	\$34.59
<u>9</u>	\$35.32
<u>10</u>	\$36.03

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HEALTH ASSOCIATES
SCHEDULE B

Salary Schedule ~~2023~~2025-2024~~2026~~

<u>2023-2024 Step</u>	<u>Hourly Rate</u>
<u>Step 1</u>	<u>\$27.85</u>
<u>Step 2</u>	<u>\$28.39</u>
<u>Step 3</u>	<u>\$28.94</u>
<u>Step 4</u>	<u>\$29.50</u>
<u>Step 5</u>	<u>\$30.13</u>
<u>Step 6</u>	<u>\$30.75</u>
<u>Step 7</u>	<u>\$31.38</u>
<u>Step 8</u>	<u>\$32.03</u>
<u>Step 9</u>	<u>\$32.70</u>
<u>Step 10</u>	<u>\$33.36</u>

<u>2025 - 2026</u>	
	<u>Range 1</u>
<u>Steps</u>	<u>Hourly Rate</u>
<u>1</u>	<u>\$31.16</u>
<u>2</u>	<u>\$31.76</u>
<u>3</u>	<u>\$32.39</u>
<u>4</u>	<u>\$33.01</u>
<u>5</u>	<u>\$33.71</u>
<u>6</u>	<u>\$34.41</u>
<u>7</u>	<u>\$35.11</u>
<u>8</u>	<u>\$35.84</u>
<u>9</u>	<u>\$36.59</u>
<u>10</u>	<u>\$37.33</u>

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ATTACHMENT C

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>

Dr. Michael Favor

TO: School Board
FROM: Dr. Michael Favor
DATE: September 3, 2024
RE: Policies

The policy listed below is a first and final reading:

- **427 Workload Limits for Certain Special Education Teachers** - no changes

The policies listed below are a first reading:

- **404 Employment Background Checks** – Adds information on paying for the background check
- **406 Public and Private Personnel Data** – Adds information on disseminating to labor organizations
- **418 Drug Free School Drug Free Workplace** - Adds protection for persons in MN Patient Registry Program
- **419 Commercial Tobacco-Free Environment; Possession and Use of Tobacco, Tobacco-related devices, and electronic delivery devices** - Adds smudging as a permissible activity
- **502 Search of Student Lockers, Desks, Personal Possessions, and Student's Person**, no changes except added or guardian
- **532 Use of Peace Officers and Crisis Teams** - Adds school resource officer language
- **535 Service Animals in School Buildings** - Adds protections for persons with disabilities
- **709 Student Transportation** - Adds electric bicycle provision

404 EMPLOYMENT BACKGROUND CHECKS

I. PURPOSE

The purpose of this policy is to maintain a safe and healthful environment in the school district in order to promote the physical, social, and psychological well-being of its students. To that end, the school district will seek a criminal history background check for applicants who receive an offer of employment with the school district or such other background checks as provided by this policy. The school district may also elect to do background checks of volunteers, independent contractors and student employees in the school district.

II. GENERAL STATEMENT OF POLICY

- A. The school district shall require that applicants for school district positions who receive an offer of employment submit to a criminal history background check. The offer of employment shall be conditioned upon a determination by the school district that an applicant's criminal history does not preclude the applicant from employment with the school district.
- B. The school district specifically reserves any and all rights it may have to conduct background checks regarding current employees or applicants without the consent of such individuals.
- C. Adherence to this policy by the school district shall in no way limit the school district's right to require additional information, or to use procedures currently in place or other procedures to gain additional background information concerning employees, applicants, volunteers, independent contractors and student employees.

III. PROCEDURES

- A. The school district may conditionally hire an applicant pending completion of the background check, but shall notify the applicant that the applicant's employment may be terminated based on the result of the background check. Background checks will be performed by an external company contracted with the school district specializing in criminal history background checks.
- B. An applicant who is offered employment must ~~sign~~ **submit** a criminal history consent form **before beginning in their role**, which provides permission for the school district to conduct a criminal history background check. ~~and provide funds~~

~~to cover the cost of conducting the criminal history background check. To the extent permitted by law, the District will cover the cost of an applicant's initial criminal history report. If the applicant fails to provide the school district with a signed Informed Consent Form and fee at the time the applicant receives a job offer access to their criminal history,~~ the applicant will be considered to have voluntarily withdrawn the application for employment.

- C. The school district, in its discretion, may elect not to request a criminal history background check on an individual who holds an initial entrance license issued by the Minnesota Professional Educator Licensing and Standards Board or the Minnesota Commissioner of Education within the 12 months preceding an offer of employment or permission to provide services.
- D. The school district may use the results of a criminal background check conducted at the request of another school hiring authority if:
 - 1. the results of the criminal background check are on file with the other school hiring authority or otherwise accessible;
 - 2. the other school hiring authority conducted a criminal background check within the previous 12 months;
 - 3. the applicant executes a written consent form giving the school district access to the results of the check; and
 - 4. there is no reason to believe that the applicant has committed an act subsequent to the check that would disqualify the applicant for employment.
- E. When required, applicants must provide fingerprints to assist in a criminal history background check. If the fingerprints provided by the applicant are unusable, the applicant will be required to submit another set of prints.
- F. Copies of this policy shall be available in the school district's employment office and will be distributed to applicants for employment upon request. The need to submit to a criminal history background check may be included with the basic criteria for employment in the job posting and job advertisements.
- G. The applicant will be informed of the results of the criminal background check(s) to the extent required by law.
- H. If the criminal history background check precludes employment with the school district, the applicant will be so advised.
- I. The school district may apply these procedures to volunteers, independent contractors or student employees as though they were applicants for employment.

- J. At the beginning of each school year or when a student enrolls, the school district will notify parents and guardians about this policy and identify those positions subject to a background check and the extent of the school district's discretion in requiring a background check. The school district may include this notice in its student handbook, a school policy guide, or other similar communication.

IV. CRIMINAL HISTORY CONSENT FORM

To obtain consent for a criminal history background check, the employee is ~~sent a link required to meet with a member of the human resources team to submit the criminal history consent form from~~ for the District to complete their background screening online.

Legal References: Minn. Stat. § 13.04, Subd. 4 (Rights of Subjects of Data)
Minn. Stat. § 13.87, Subd. 1 (Criminal Justice Data)
Minn. Stat. § 123B.03 (Background Checks)
Minn. Stat. §§ 299C.60-299C.64 (Minnesota Child, Elder, and Individuals with Disabilities Protection Background Check Act)
Minn. Stat. § 364.09(b) (Exception for School Districts)

POLICY 406 PUBLIC AND PRIVATE PERSONNEL DATA

I. PURPOSE

The purpose of this policy is to provide guidance to school district employees as to the data the school district collects and maintains regarding its employees, volunteers, independent contractors, and applicants (“personnel”).

II. GENERAL STATEMENT OF POLICY

- A. All data on individuals collected, created, received, maintained or disseminated by the school district, which is classified by statute or federal law as public, shall be accessible to the public pursuant to the procedures established by the school district.
- B. All other data on individuals is private or confidential.

III. DEFINITIONS

- A. “Public” means that the data is available to anyone who requests it.
- B. “Private” means the data is not public and is accessible only to the following: the subject of the data, as limited by any applicable state or federal law; individuals within the school district whose work assignments reasonably require access; entities and agencies as determined by the responsible authority who are authorized by law to gain access to that specific data; and entities or individuals given access by the express written direction of the data subject.
- C. “Confidential” means the data are not public and are not accessible to the subject.
- D. “Parking space leasing data” means the following government data on an application for, or leasee of, a parking space: residence address, home telephone number, beginning and ending work hours, place of employment location of parking space, and work telephone number.
- E. “Personnel data” means data on individuals collected because they are or were employees of the school district, applicants for employment, volunteers for the school district, or independent contractors for the school district, or members of or applicants for an advisory board or commission. Personnel data include data submitted to the school district by an employee as part of an organized self-evaluation effort by the school district to request suggestions from all

employees on ways to cut costs, make the school district more efficient, or to improve school district operations. The identity of the employee making the suggestion will not be considered personnel data and will be private data.

- F. “Finalist” means an individual who is selected to be interviewed by the school board for a position.
- G. “Protected health information” means individually identifiable health information as defined in 45 C.F.R. § 160.103, that is transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium by a health care provider, in connection with a transaction covered by 45 C.F.R. Parts 160, 162 and 164. “Protected health information” excludes individually identifiable health information in education records covered by the Family Educational Rights and Privacy Act, employment records held by a school district in its role as employer; and records regarding a person who has been deceased for more than fifty (50) years.
- H. “Public officials” means business managers; human resource directors; athletic directors whose duties include at least 50 percent of their time spent in administration, personnel, supervision, and evaluation; chief financial officers; directors; and individuals defined as superintendents and principals.

IV. PUBLIC PERSONNEL DATA

- A. The following information on employees, including volunteers and independent contractors, is public:
 - 1. Name;
 - 2. Employee identification number, which may not be the employee’s social security number;
 - 3. Actual gross salary;
 - 4. Salary range;
 - 5. Terms and conditions of employment relationship;
 - 6. Contract fees;
 - 7. Actual gross pension;
 - 8. The value and nature of employer-paid fringe benefits;
 - 9. The basis for and the amount of any added remuneration, including expense reimbursement, in addition to salary;
 - 10. Job title;
 - 11. Bargaining unit;
 - 12. Job description;
 - 13. Education and training background;
 - 14. Previous work experience;
 - 15. Date of first and last employment;
 - 16. The existence and status of any complaints or charges against the employee, regardless of whether the complaint or charge resulted in a disciplinary

- action;
17. The final disposition of any disciplinary action, as defined in Minn. Stat. § 13.43, subd. 2(b), together with the specific reasons for the action and data documenting the basis of the action, excluding data that would identify confidential sources who are employees of the school district;
 18. The complete terms of any agreement settling any dispute arising out of the employment relationship, including superintendent buyout agreements, except that the agreement must include specific reasons for the agreement if it involves the payment of more than \$10,000 of public money; and such agreement may not have the purpose or effect of limiting access to or disclosure of personnel data or limiting the discussion of information or opinions related to personnel data;
 19. Work location;
 20. Work telephone number;
 21. Badge number;
 22. Honors and awards received;
 23. payroll time sheets or other comparable data that are used only to account for employee's work time for payroll purposes, except to the extent that release of time sheet data would reveal the employee's reasons for the use of sick or other medical leave or other not public data.
- B. The following information on applicants for employment is public:
1. Veteran status;
 2. Relevant test scores;
 3. Rank on eligible list;
 4. Job history;
 5. Education and training; and
 6. Work availability.
- C. Names of applicants are private data except when certified as eligible for appointment to a vacancy or when applicants are considered by the school board to be finalists for public employment.
- D. Names and district, community, company, or agency of applicants for appointment to and members of an advisory board/commission are public.
- E. Regardless of whether there has been a final disposition as defined in Minn. Stat. § 13.43, Subd. 2(b), upon completion of an investigation of a complaint or charge against a public official, as defined in Minn. Stat. § 13.43, Subd. 2(e), or if a public official resigns or is terminated from employment while the complaint or charge is pending, all data relating to the complaint or charge are public, unless access to the data would jeopardize an active investigation or reveal confidential sources. Data relating to a complaint or charge against a public official is public only if:

1. the complaint or charge results in disciplinary action or the employee resigns or is terminated from employment while the complaint or charge is pending; or
 2. potential legal claims arising out of the conduct that is the subject of the complaint or charge are released as part of a settlement agreement
- F. Data that is classified as private under another law is not made public by this provision.

V. PRIVATE PERSONNEL DATA

- A. All other personnel data are private and will only be shared with school district staff whose work requires such access. Private data will not be otherwise released unless authorized by law or by the employee’s informed written consent.
- B. Data pertaining to an employee’s dependents are private data on individuals.
- C. Data created, collected or maintained by the school district to administer employee assistance programs are private.
- D. Parking space leasing data are private.
- E. An individual’s checking account number is private when submitted to a government entity.
- F. Personnel data must be disseminated to labor organizations to the extent necessary to conduct elections, investigate and process grievances, and implement the provisions of Minnesota Statutes chapters 179 and 179A. Personnel data shall be disseminated to labor organizations and the Bureau of Mediation Services (“BMS”) to the extent the dissemination is ordered or authorized by the Commissioner of the BMS. Employee Social Security numbers are not necessary to implement the provisions of Chapter 179 and 179A.

The home addresses, nonemployer issued phone numbers and email addresses, dates of birth, and emails or other communications between exclusive representatives and their members, prospective members, and nonmembers are private data on individuals.

Dissemination of personnel data to a labor organization pursuant to Minnesota Statutes, section 13.43, subdivision 6, shall not subject the school district to liability under Minnesota Statutes, section 13.08.

Personnel data described under Minnesota Statutes, section 179A.07, subdivision 8, must be disseminated to an exclusive representative under the terms of that subdivision.

- G. The school district may display a photograph of a current or former employee to

prospective witnesses as part of the school district's investigation of any complaint or charge against the employee.

- H. The school district may, if the responsible authority or designee reasonably determines that the release of personnel data is necessary to protect an employee from harm to self or to protect another person who may be harmed by the employee, release data that are relevant to the concerns for safety to:
 - 1. The person who may be harmed and to the attorney representing the person when the data are relevant to obtaining a restraining order;
 - 2. A pre-petition screening team conducting an investigation of the employee under Minn. Stat. § 253B.07, subd. 1; or
 - 3. A court, law enforcement agency or prosecuting authority.
- I. Private personnel data or confidential investigative data on employees may be disseminated to a law enforcement agency for the purposes of reporting a crime or alleged crime committed by an employee, or for the purpose of assisting law enforcement in the investigation of such a crime or alleged crime, committed by an employee.
- J. A complainant has access to a statement provided by the complainant to the school district in connection with a complaint or charge against an employee.
- K. When allegations of sexual or other types of harassment are made against an employee, the employee shall not have access to data that would identify the complainant or other witnesses if the school district determines that the employee's access to that data would:
 - 1. threaten the personal safety of the complainant or a witness; or
 - 2. subject the complainant or witness to harassment.

If a disciplinary proceeding is initiated against the employee, data on the complainant or witness shall be available to the employee as may be necessary for the employee to prepare for the proceeding.

- L. The school district shall make any report to the Minnesota Professional Educator Licensing and Standards Board ("PELSB") the Board of School Administrators ("BOSA"), whichever has jurisdiction over the teacher's or administrator's license, as required by Minn. Stat. § 122A.20, subd. 2, and shall, upon written request from the licensing board having jurisdiction over license, provide the licensing board with information about the teacher or administrator from the school district's files, any termination or disciplinary proceeding, and settlement or compromise, or any investigative file in accordance with Minn. Stat. § 122A.20, subd. 2.

- M. Private personnel data shall be disclosed to the department of economic security for the purpose of administration of the unemployment insurance program under Minn. Stat. Ch. 268.
- N. When a report of alleged maltreatment of a student in a school is made to the Commissioner of the Minnesota Department of Education (“MDE”) under Minnesota Statutes Chapter 260E, data that are relevant and collected by the school about the person alleged to have committed maltreatment must be provided to the Commissioner on request for purposes of an assessment or investigation of the maltreatment report. Additionally, personnel data may be released for purposes of providing information to a parent, legal guardian, or custodian of a child in accordance with MDE Screening Guidelines.
- O. The school district shall release to a requesting school district or charter school private personnel data on a current or former employee related to acts of violence toward or sexual contact with a student, if
 - 1. an investigation conducted by or on behalf of the school district or law enforcement affirmed the allegations in writing prior to release and the investigation resulted in the resignation of the subject of the data; or
 - 2. the employee resigned while a complaint or charge involving the allegations was pending, the allegations involved acts of sexual contact with a student, and the employer informed the employee in writing, before the employee resigned, that if the employee resigns while the complaint or charge is still pending, the employer must release private personnel data about the employee’s alleged sexual contact with a student to a school district or charter school requesting the data after the employee applies for employment with that school district or charter school and the data remain classified as provided in Minnesota Statutes Chapter 13.

Data that are released under this paragraph must not include data on the student.

- P. Data submitted by an employee to the school district as part of an organized self-evaluation effort by the school district to request suggestions from all employees on ways to cut costs, make the school district more efficient, or improve the school district operations is private data. An employee who is identified in a suggestion, however, shall have access to all data in the suggestion except the identity of the employee making the suggestion.
- Q. Protected health information, as defined in 45 C.F.R. Parts 160 and 164, on employees is private and will not be disclosed except as permitted or required by law.

- R. Personal home contact information for employees may be used by the school district and shared with another government entity in the event of an emergency or other disruption affecting continuity of school district operations and may be shared with another government entity in the event of an emergency or other disruption to ensure continuity of operation for the school district or government entity.
- S. The personal telephone number, home address, and electronic mail address of a current or former employee of a contractor or subcontractor maintained as a result of a contractual relationship between the school district and a contractor or subcontractor entered on or after August 1, 2012, are private data. These data must be shared with another government entity to perform a function authorized by law. The data also must be disclosed to a government entity or any person for prevailing wage purposes.
- T. When a continuing contract teacher is discharged immediately because the teacher's license has been revoked due to a conviction for child abuse or sexual offenses involving a child as set forth in Minnesota Statutes, section 122A.40, subdivision 13(b), or when the Commissioner of the MDE makes a final determination of child maltreatment involving a teacher under Minnesota Statutes, section 260E.21, subdivision 4 or 260E.35, the school principal or other person having administrative control of the school must include in the teacher's employment record the information contained in the record of the disciplinary action or the final maltreatment determination, consistent with the definition of public data under Minnesota Statutes, section 13.41, subdivision. 5, and must provide PELSB and the licensing division at MDE with the necessary and relevant information to enable PELSB and MDE's licensing division to fulfill their statutory and administrative duties related to issuing, renewing, suspending, or revoking a teacher's license. In addition to the background check required under Minnesota Statutes, section 123B.03, a school board or other school hiring authority must contact PELSB and MDE to determine whether the teacher's license has been suspended or revoked, consistent with the discharge and final maltreatment determinations. Unless restricted by federal or state data practices law or by the terms of a collective bargaining agreement, the responsible authority for a school district must disseminate to another school district private personnel data on a current or former teacher (employee or contractor) of the district, including the results of background investigations, if the requesting school district seeks the information because the subject of the data has applied for employment with the requesting school district.

VI. MULTIPLE CLASSIFICATIONS

If data on individuals are classified as both private and confidential by Minn. Stat. Ch. 13, or any other state or federal law, the data are private.

VII. CHANGE IN CLASSIFICATIONS

The school district shall change the classification of data in its possession if it is required to do so to comply with other judicial or administrative rules pertaining to the conduct of legal actions or with a specific statute applicable to the data in the possession of the disseminating or receiving agency.

VIII. RESPONSIBLE AUTHORITY

The school district has designated Superintendent Michael Favor as the authority responsible for personnel data. If you have any questions, contact Michael Favor at (651) 423-8226.

The responsible authority, or a school district employee if so designated, shall serve as the school district's data practices compliance official and, as such, shall be the employee to whom persons may direct questions or concerns regarding problems in obtaining access to data or other data practices problems.

IX. EMPLOYEE AUTHORIZATION/RELEASE FORM

An employee authorization form is included as an addendum to this policy.

Legal References:

Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 13.02 (Definitions)
Minn. Stat. § 13.37 (General Nonpublic Data)
Minn. Stat. § 13.39 (Civil Investigation Data)
Minn. Stat. § 13.43 (Personnel Data)
Minn. Stat. § 122A.20, subd. 2 (Mandatory Reporting)
P.L. 104-191 (HIPAA)
45.C.F.R. Parts 160 and 164 (HIPAA Regulations)

Cross References:

Policy 6.4 (Protection and Privacy of Pupil Records)
MSBA Service Manual, Chapter 13, School Law Bulletin "I" (School Records-Privacy-Access to Data)

418 DRUG-FREE WORKPLACE/DRUG-FREE SCHOOL

I. PURPOSE

The purpose of this policy is to maintain a safe and healthful environment for employees and students by prohibiting the use of alcohol, toxic substances, medical cannabis, nonintoxicating cannabinoids, edible cannabinoid products, and controlled substances without a physician's prescription.

II. GENERAL STATEMENT OF POLICY

- A. Use or possession of alcohol, toxic substances, medical cannabis, nonintoxicating cannabinoids, edible cannabinoid products, and controlled substances before, during, or after school hours, at school or in any other school location, is prohibited as general policy. Paraphernalia associated with controlled substances is prohibited.
- B. A violation of this policy occurs when any student, teacher, administrator, other school district personnel, or member of the public uses or possesses alcohol, toxic substances, medical cannabis, nonintoxicating cannabinoids, edible cannabinoid products, or controlled substances in any school location.
- C. An individual may not use or possess cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products in a public school, as defined in Minnesota Statutes, section 120A.05, subdivisions 9, 11, and 13, including all facilities, whether owned, rented, or leased, and all vehicles that the school district owns, leases, rents, contracts for, or controls.
- D. The school district will act to enforce this policy and to discipline or take appropriate action against any student, teacher, administrator, school personnel, or member of the public who violates this policy.

III. DEFINITIONS

- A. "Alcohol" includes any alcoholic beverage containing more than one-half of one percent alcohol by volume.
- B. "Controlled substances" include narcotic drugs, hallucinogenic drugs, amphetamines, barbiturates, marijuana, anabolic steroids, or any other controlled substance as defined in Schedules I through V of the Controlled Substances Act, 21 United States Code section 812, including analogues and look-alike drugs.

- C. “Edible cannabinoid product” means any product that is intended to be eaten or consumed as a beverage by humans, contains a cannabinoid in combination with food ingredients, and is not a drug.
- D. “Nonintoxicating cannabinoid” means substances extracted from certified hemp plants that do not produce intoxicating effects when consumed by injection, inhalation, ingestion, or by any other immediate means.
- E. “Medical cannabis” means any species of the genus cannabis plant, or any mixture or preparation of them, including whole plant extracts and resins, and is delivered in the form of: (1) liquid, including, but not limited to, oil; (2) pill; (3) vaporized delivery method with use of liquid or oil but which does not require the use of dried leaves or plant form; (4) combustion with use of dried raw cannabis; or (5) any other method approved by the Commissioner of the Minnesota Department of Health (“Commissioner”).
- F. “Possess” means to have on one’s person, in one’s effects, or in an area subject to one’s control.
- G. “School location” includes any school building or on any school premises; in any school-owned vehicle or in any other school-approved vehicle used to transport students to and from school or school activities; off school property at any school-sponsored or school-approved activity, event, or function, such as a field trip or athletic event, where students are under the jurisdiction of the school district; or during any period of time such employee is supervising students on behalf of the school district or otherwise engaged in school district business.
- H. “Sell” means to sell, give away, barter, deliver, exchange, distribute or dispose of to another, or to manufacture; or to offer or agree to perform such an act, or to possess with intent to perform such an act.
- I. “Toxic substances” includes: (1) glue, cement, aerosol paint, containing toluene, benzene, xylene, amyl nitrate, butyl nitrate, nitrous oxide, or containing other aromatic hydrocarbon solvents, but does not include glue, cement, or paint contained in a packaged kit for the construction of a model automobile, airplane, or similar item; (2) butane or a butane lighter; or (3) any similar substance declared to be toxic to the central nervous system and to have a potential for abuse, by a rule adopted by the Commissioner.
- I. “Use” means to sell, buy, manufacture, distribute, dispense, be under the influence of, or consume in any manner, including, but not limited to, consumption by injection, inhalation, ingestion, or by any other immediate means.

IV. EXCEPTIONS

- A. A violation of this policy does not occur when a person brings onto a school location, for such person’s own use, a controlled substance, except medical cannabis, nonintoxicating cannabinoids, or edible cannabinoid products, which has

a currently accepted medical use in treatment in the United States and the person has a physician's prescription for the substance. The person shall comply with the relevant procedures of this policy.

- B. A violation of this policy does not occur when a person possesses an alcoholic beverage in a school location when the possession is within the exceptions of Minnesota Statutes section 624.701, subdivision 1a (experiments in laboratories; pursuant to a temporary license to sell liquor issued under Minnesota laws or possession after the purchase from such a temporary license holder).
- C. A violation of this policy does not occur when a person uses or possesses a toxic substance unless they do so with the intent of inducing or intentionally aiding another in inducing intoxication, excitement, or stupefaction of the central nervous system, except under the direction and supervision of a medical doctor.
- D. The school district may not refuse to enroll or otherwise penalize a patient or person enrolled in the Minnesota Patient Registry Program as a pupil solely because the patient or person is enrolled in the registry program, unless failing to do so would violate federal law or regulations or cause the school to lose a monetary or licensing-related benefit under federal law or regulations.

V. PROCEDURES

- A. Students who have a prescription from a physician for medical treatment with a controlled substance, except medical cannabis, nonintoxicating cannabinoids, or edible cannabinoid products, must comply with the school district's student medication policy.
- B. Employees who have a prescription from a physician for medical treatment with a controlled substance, except medical cannabis, nonintoxicating cannabinoids, or edible cannabinoid products, are permitted to possess such controlled substance and associated necessary paraphernalia, such as an inhaler or syringe. The employee must inform their supervisor. The employee may be required to provide a copy of the prescription.
- C. Each employee shall be provided with written notice of this Drug-Free Workplace/Drug-Free School policy and shall be required to acknowledge that they have received the policy.
- D. Employees are subject to the school district's drug and alcohol testing policies and procedures.
- E. Members of the public are not permitted to possess controlled substances, intoxicating cannabinoids, or edible cannabinoid products in a school location except with the express permission of the superintendent.
- F. No person is permitted to possess or use medical cannabis, nonintoxicating cannabinoids, or edible cannabinoid products on a school bus or van; or on the

grounds of any preschool or primary or secondary school; or on the grounds of any child care facility. This prohibition includes (1) vaporizing or combusting medical cannabis on any form of public transportation where the vapor or smoke could be inhaled by a minor child or in any public place, including indoor or outdoor areas used by or open to the general public or place of employment; and (2) operating, navigating, or being in actual physical control of any motor vehicle or working on transportation property, equipment or facilities while under the influence of medical cannabis, nonintoxicating cannabinoids, or edible cannabinoid products.

- G. Possession of alcohol on school grounds pursuant to the exceptions of Minnesota Statutes section 624.701, subdivision 1a, shall be by permission of the school board only. The applicant shall apply for permission in writing and shall follow the school board procedures for placing an item on the agenda.

VI. SCHOOL PROGRAMS

- A. Starting in the 2026-2027 school year, the school district must implement a comprehensive education program on cannabis use and substance use, including but not limited to the use of fentanyl or mixtures containing fentanyl, for students in middle school and high school. The program must include instruction on the topics listed in Minnesota Statutes, section 120B.215, subdivision 1 and must:
 - 1. respect community values and encourage students to communicate with parents, guardians, and other trusted adults about cannabis use and substance use, including but not limited to the use of fentanyl or mixtures containing fentanyl; and
 - 2. refer students to local resources where students may obtain medically accurate information about cannabis use and substance use, including but not limited to the use of fentanyl or mixtures containing fentanyl, and treatment for a substance use disorder.
- B. School district efforts to develop, implement, or improve instruction or curriculum as a result of the provisions of this section must be consistent with Minnesota Statutes, sections 120B.10 and 120B.11.
- C. Notwithstanding any law to the contrary, the school district shall have a procedure for a parent, a guardian, or an adult student 18 years of age or older to review the content of the instructional materials to be provided to a minor child or to an adult student pursuant to this article. The district must allow a parent or adult student to opt out of instruction under this article with no academic or other penalty for the student and must inform parents and adult students of this right to opt out.

VI. ENFORCEMENT

- A. Students

1. Students may be required to participate in programs and activities that provide education against the use of alcohol, tobacco, marijuana, smokeless tobacco products, electronic cigarettes, and nonintoxicating cannabinoids, and edible cannabinoid products.
2. Students may be referred to drug or alcohol assistance or rehabilitation programs; school based mental health services, mentoring and counseling, including early identification of mental health symptoms, drug use and violence and appropriate referral to direct individual or group counselling service. which may be provided by school based mental health services providers; and/or referral to law enforcement officials when appropriate.
3. A student who violates the terms of this policy shall be subject to discipline in accordance with the school district's discipline policy. Such discipline may include suspension or expulsion from school.

B. Employees

1. As a condition of employment in any federal grant, each employee who is engaged either directly or indirectly in performance of a federal grant shall abide by the terms of this policy and shall notify their supervisor in writing of their conviction of any criminal drug statute for a violation occurring in any of the places listed above on which work on a school district federal grant is performed, no later than five (5) calendar days after such conviction. Conviction means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the federal or state criminal drug statutes.
2. An employee who violates the terms of this policy is subject to disciplinary action, including nonrenewal, suspension, termination, or discharge as deemed appropriate by the school board.
3. In addition, any employee who violates the terms of this policy may be required to satisfactorily participate in a drug and/or alcohol abuse assistance or rehabilitation program approved by the school district. Any employee who fails to satisfactorily participate in and complete such a program is subject to nonrenewal, suspension, or termination as deemed appropriate by the school board.
4. Sanctions against employees, including nonrenewal, suspension, termination, or discharge shall be pursuant to and in accordance with applicable statutory authority, collective bargaining agreements, and school district policies.

C. The Public

A member of the public who violates this policy shall be informed of the policy and asked to leave. If necessary, law enforcement officials will be notified and asked to provide an escort.

Legal References: Minn. Stat. § 120B.215 (Education on Cannabis Use and Substance Use)
Minn. Stat. § 121A.22 (Administration of Drugs and Medicine)
Minn. Stat. § 121A.40-§ 121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 151.72 (Sale of Certain Cannabinoid Products)
Minn. Stat. § 152.01, Subd. 15a (Definitions)
Minn. Stat. § 152.0264 (Cannabis Sale Crimes)
Minn. Stat. § 152.22, Subd. 6 (Definitions; Medical Cannabis)
Minn. Stat. § 152.23 (Limitations; Medical Cannabis)
Minn. Stat. § 169A.31 (Alcohol-Related School Bus or Head Start Bus Driving)
Minn. Stat. § 340A.101 (Definitions; Alcoholic Beverage)
Minn. Stat. § 340A.403 (3.2 Percent Malt Liquor Licenses)
Minn. Stat. § 340A.404 (Intoxicating Liquor; On-Sale Licenses)
Minn. Stat. § 342.09 (Personal Adult Use of Cannabis)
Minn. Stat. § 342.56 (Limitations)
Minn. Stat. § 609.684 (Abuse of Toxic Substances)
Minn. Stat. § 624.701 (Alcohol in Certain Buildings or Grounds)
20 U.S.C. § 7101-7122 (Student Support and Academic Enrichment Grants)
21 U.S.C. § 812 (Schedules of Controlled Substances)
41 U.S.C. §§ 8101-8106 (Drug-Free Workplace Act)
21 C.F.R. §§ 1308.11-1308.15 (Controlled Substances)
34 C.F.R. Part 84 (Government-Wide Requirements for Drug-Free Workplace)

Cross References: MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 416 (Drug and Alcohol Testing)
MSBA/MASA Model Policy 417 (Chemical Use and Abuse)
MSBA/MASA Model Policy 419 (Tobacco-Free Environment; Possession and use of Tobacco, Tobacco-Related Devices, and Electronic Delivery Devices; Vaping Awareness and Prevention Instruction)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 516 (Student Medication)

419 COMMERCIAL TOBACCO-FREE ENVIRONMENT; POSSESSION AND USE OF COMMERCIAL TOBACCO, TOBACCO-RELATED DEVICES, AND ELECTRONIC DELIVERY DEVICES; VAPING AND RELATED HAZARDOUS WASTE DISPOSAL

I. PURPOSE

The purpose of this policy is to maintain a learning and working environment that is tobacco free and safe from tobacco product waste.

II. GENERAL STATEMENT OF POLICY

- A. A violation of this policy occurs when any student, teacher, administrator, other school personnel of the school district, or person smokes, uses or carries any tobacco, tobacco product, tobacco-related devices, or electronic delivery device in a public school. This prohibition extends to all facilities, whether owned, rented, or leased by Intermediate School District 917. This prohibition extends to all vehicles that the District owns, leases, rents, contracts for, or controls. In addition, this prohibition includes vehicles used, in whole or in part, for work purposes, during hours of school operation. This prohibition includes all school district property, parking lots, or facilities owned or leased for use by Intermediate School District 917 and all off-campus events sponsored by the school district.
- B. A violation of this policy occurs when any elementary school, middle school, or secondary school student possesses any type of tobacco, tobacco product, tobacco-related devices, or electronic delivery devices in a public school. This prohibition extends to all facilities, whether owned, rented, or leased, and all vehicles that a school district owns, leases, rents, contracts for, or controls and includes vehicles used, in whole or in part, for school purposes during hours of school operation if more than one person is present. This prohibition includes all school district property and all off-campus events sponsored by the school district.
- C. The school district will act to enforce this policy and to discipline or take appropriate action against any student, teacher, administrator, school personnel, or person who is found to have violated this policy.
- D. The school district will not solicit or accept any contributions or gifts of money, curricula, materials, or equipment from companies that directly manufacture and are identified with tobacco products, tobacco-related devices, or electronic delivery devices. The school district will not promote or allow promotion of tobacco products or electronic delivery devices on school property or at school-sponsored events.

III. TOBACCO AND TOBACCO-RELATED DEVICES DEFINED

- A. "Electronic delivery device" means any product containing or delivering nicotine, lobelia, or any other substance intended for human consumption that can be used by a person to simulate smoking in the delivery of nicotine or any other substance through inhalation of vapor from the product. Electronic delivery device includes any component part of a product, whether or not marketed or sold separately. Electronic delivery device does not include any product that has been approved or certified by the United States Food and Drug Administration for sale as a tobacco-cessation product, as a tobacco-dependence product, or for other medical purposes, and is marketed and sold for such an approved purpose.
- B. "Heated tobacco product" means a tobacco product that produces aerosols containing nicotine and other chemicals which are inhaled by users through the mouth.
- C. "Tobacco" means any product containing, made, or derived from tobacco that is intended for human consumption, whether chewed, smoked, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, or any component, part, or accessory of a tobacco product including but not limited to cigarettes; cigars; cheroots; stogies; perique; granulated, plug cut, crimp cut, ready rubbed, and other smoking tobacco; snuff; snuff flour; cavendish; plug and twist tobacco; fine cut and other chewing tobaccos; shorts; refuse scraps, clippings, cuttings and sweepings of tobacco; and other kinds and forms of tobacco. **Tobacco excludes any drugs, devices, or combination products, as those terms are defined in the Federal Food, Drug, and Cosmetic Act, that are authorized for sale by the United States Food and Drug Administration.**
- ~~D. "Tobacco product" means:~~
- ~~(1) any product that is made from or derived from tobacco, or that contains nicotine or lobelia, whether natural or synthetic, or an analogue thereof, that is intended for human consumption or is likely to be consumed, whether inhaled, absorbed, or ingested by any other means, "Heated tobacco product" as defined here is included in the suggested definition of "tobacco product" below. You may consider deleting this definition. This definition of "tobacco" reflects state law. We have included a more comprehensive alternative from our model policy. "Tobacco-related devices" as defined here is included in the suggested definition of "tobacco product" below. — 419-3 including but not limited to, a cigarette, a cigar, pipe tobacco, chewing tobacco, snuff, or snus;~~
- ~~(2) any electronic smoking device and any substances that may be aerosolized or vaporized by such device, whether or not the substance contains nicotine; or~~
- ~~(3) any component, part, or accessory of (1) or (2), whether or not any of these contains tobacco or nicotine, including but not limited to filters, rolling papers,~~

~~blunt or hemp wraps, hookahs, mouthpieces, and pipes.~~

~~E. “Tobacco product waste” means any component, part, or remnant of any tobacco product. Tobacco product waste includes any waste that is produced from the use of a tobacco product, including all tobacco product packaging and incidental waste such as lighters or matches, whether or not it contains tobacco or nicotine.~~

“Tobacco” means cigarettes and any product containing, made, or derived from tobacco that is intended for human consumption, whether chewed, smoked, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, or any component, part, or accessory of a tobacco product, including, but not limited to, cigars; cheroots; stogies; perique, granulated, plus cut, crimp cut, ready rubbed, and other smoking tobacco, snuff; snuff flour; cavendish; plus and twist tobacco; fine cut and other chewing tobacco; shorts; refuse scraps, clippings, cuttings and sweepings or tobacco; and other kinds and forms of tobacco. Tobacco excludes any drugs, devices, or combination products, as those terms are defined in the Federal Food, Drug, and Cosmetic Act, that are authorized for sale by the United States Food and Drug Administration.

- D. “Tobacco-related devices” means cigarette papers or pipes for smoking or other devices intentionally designed or intended to be used in a manner which enables the chewing, sniffing, smoking, or inhalation of vapors aerosol or vapor of tobacco or tobacco products. Tobacco-related devices include components of tobacco-related devices which may be marketed or sold separately.
- E. “Smoking” means inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, pipe, or any other lighted or heated tobacco product containing, made, or derived from nicotine, tobacco, marijuana, or other plant, whether natural or synthetic, that is intended for inhalation. Smoking includes carrying or using an activated electronic delivery device.
- F. “Vaping” means using an activated electronic delivery device or heated tobacco product.

IV. EXCEPTIONS

- A. A violation of this policy does not occur when an Indigenous adult lights tobacco on school district property as a part of a traditional Indigenous spiritual or cultural ceremony. An American Indian student may carry a medicine pouch containing loose tobacco intended as observance of traditional spiritual or cultural practices. An Indigenous person is a person who is a member of an Indigenous tribe as defined under Minnesota law.
- B. A violation of this policy does not occur when an adult nonstudent possesses a tobacco or nicotine product that has been approved by the United States Food and Drug Administration for sale as a tobacco-cessation product, as a tobacco-dependence product, or for other medical purposes, and is being marketed and

sold solely for such an approved purpose. Nothing in this exception authorizes smoking or use of tobacco, tobacco-related devices, or electronic delivery devices on school property or at off-campus events sponsored by the school district.

- C. ~~An American Indian student or staff member may use tobacco, sage, sweetgrass, and cedar to conduct individual or group smudging in a public school. The process for conducting smudging is determined by the building or site administrator. Smudging must be conducted under the direct supervision of an appropriate staff member, as determined by the building or site administrator.~~

V. VAPING PREVENTION AND RELATED HAZARDOUS WASTE DISPOSAL

- A. The school district must provide vaping prevention instruction at least once to students in grades 6 through 8.
- B. The school district may use instructional materials based upon the Minnesota Department of Health's school e-cigarette toolkit or may use other smoking prevention instructional materials with a focus on vaping and the use of electronic delivery devices and heated tobacco products. The instruction may be provided as part of the school district's locally developed health standards.
- ~~C. School district administrators must ensure proper disposal of all tobacco product waste in its possession in accordance with Minnesota and federal law, and school district policies.~~

V. ENFORCEMENT

- A. All individuals on school premises shall adhere to this policy.
- B. Students who violate this tobacco-free policy shall be subject to school district discipline procedures.
- C. School district administrators and other school personnel who violate this tobacco-free policy shall be subject to school district discipline procedures.
- D. School district action taken for violation of this policy will be consistent with requirements of applicable collective bargaining agreements, Minnesota or federal law, and school district policies.
- E. Persons who violate this tobacco-free policy may be referred to the building administration or other school district supervisory personnel responsible for the area or program at which the violation occurred.
- F. School administrators may call the local law enforcement agency to assist with enforcement of this policy. Smoking or use of any tobacco product in a public school is a violation of the Minnesota Clean Indoor Air Act and/or the Freedom to Breathe Act of 2007 and is a petty misdemeanor. A court injunction may be instituted against a repeated violator.

- G. No persons shall be discharged, refused to be hired, penalized, discriminated against, or in any manner retaliated against for exercising any right to a smoke-free environment provided by the Freedom to Breathe Act of 2007 or other law.

VI. DISSEMINATION OF POLICY

- A. This policy shall appear in the student handbook.
- B. The school district will develop a method of discussing this policy with students and employees.

Legal References: Minn. Stat. § 120B.238 (Vaping Awareness and Prevention)
Minn. Stat. § 121A.08 (Smudging Permitted)
Minn. Stat. §§ 144.411-144.417 (Minnesota Clean Indoor Air Act)
Minn. Stat. § 609.685 (Sale of Tobacco to Children)
2007 Minn. Laws Ch. 82 (Freedom to Breathe Act of 2007)

Cross References: MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA Service Manual, Chapter 2, Students; Rights, Responsibilities and Behavior

Intermediate School District 917 Policy 427 Workload Limits for Certain Special Education Teachers

Board Approved June 2, 2015

Board revised September 5, 2023

Board reviewed first and final reading, September 3, 2024

427 WORKLOAD LIMITS FOR CERTAIN SPECIAL EDUCATION TEACHERS

I. PURPOSE

The purpose of this policy is to establish general parameters for determining the workload limits of special education staff who provide services to children with disabilities receiving direct special education services 60 percent or less of the instructional day.

II. DEFINITIONS

A. Special Education Staff; Special Education Teacher

“Special education staff” and “special education teacher” both mean a teacher employed by the school district who is licensed under the rules of the Minnesota Professional Educator Licensing and Standards Board to instruct children with specific disabling conditions.

B. Direct Services

“Direct services” means special education services provided by a special education teacher or related service professional when the services are related to instruction, including cooperative teaching.

C. Indirect Services

“Indirect services” means special education services provided by a special education teacher which include ongoing progress reviews; cooperative planning; consultation; demonstration teaching; modification and adaptation of the environment, curriculum, materials, or equipment; and direct contact with the pupil to monitor and observe.

D. Workload

“Workload” means a special education teacher’s total number of minutes required for all due process responsibilities, including direct and indirect services, evaluation and reevaluation time, management of individualized education programs (IEPs), travel time, parental contact, and other services required in the IEPs.

III. GENERAL STATEMENT OF POLICY

- A. Workload limits for special education teachers shall be determined by the appropriate special education administrator, in consultation with the building principal and the superintendent.
- B. In determining workload limits for special education staff, the school district shall take into consideration the following factors: student contact minutes, evaluation and reevaluation time, indirect services, management of IEPs, travel time, and other services required in the IEPs of eligible students.

IV. COLLECTIVE BARGAINING AGREEMENT UNAFFECTED

This policy shall not be construed as a reopening of negotiations between the school district and the special education teachers' exclusive representative, nor shall it be construed to alter or limit in any way the managerial rights or other authority of the school district set forth in the Public Employers Labor Relations Act or in the collective bargaining agreement between the school district and the special education teachers' exclusive representative.

Legal References: Minn. Stat. § 179A.07, Subd. 1 (Inherent Managerial Policy)
Minn. Rule 3525.0210, Subps. 14, 27, 44, and 49 (Definitions of "Direct Services," "Indirect Services," "Teacher," and "Workload")
Minn. Rule 3525.2340, Subp. 4.B. (Case Loads for School-Age Educational Service Alternatives)

*NEW ISD 917 School Board Policy 502 Search of Student Lockers,
Desks, Personal Possessions, and Student's Person
Board approved November 5, 2019
Board reviewed, first and final reading September 3, 2024*

502 SEARCH OF STUDENT LOCKERS, DESKS, PERSONAL POSSESSIONS, AND STUDENT'S PERSON

I. PURPOSE

The purpose of this policy is to provide for a safe and healthful educational environment by enforcing the school district's policies against contraband.

II. GENERAL STATEMENT OF POLICY

A. Lockers and Personal Possessions Within a Locker

Pursuant to Minnesota statutes, school lockers are the property of the school district. At no time does the school district relinquish its exclusive control of lockers provided for the convenience of students. Inspection of the interior of lockers may be conducted by school officials for any reason at any time, without notice, without student consent, and without a search warrant. The personal possessions of students within a school locker may be searched only when school officials have a reasonable suspicion that the search will uncover evidence of a violation of law or school rules. As soon as practicable after the search of a student's personal possessions, the school officials must provide notice of the search to students whose lockers were searched unless disclosure would impede an ongoing investigation by police or school officials.

B. Desks

School desks are the property of the school district. At no time does the school district relinquish its exclusive control of desks provided for the convenience of students. Inspection of the interior of desks may be conducted by school officials for any reason at any time, without notice, without student consent, and without a search warrant.

C. Personal Possessions and Student's Person

The personal possessions of students and/or a student's person may be searched when school officials have a reasonable suspicion that the search will uncover a violation of law or school rules. The search will be reasonable in its scope and intrusiveness.

D. A violation of this policy occurs when students use lockers and desks for unauthorized purposes or to store contraband. A violation occurs when students

carry contraband on their person or in their personal possessions.

III. DEFINITIONS

- A. “Contraband” means any unauthorized item possession of which is prohibited by school district policy and/or law. It includes, but is not limited to, weapons and “look-alikes,” alcoholic beverages, controlled substances and “look-alikes,” overdue books and other materials belonging to the school district, and stolen property.
- B. “Personal possessions” includes, but is not limited to, purses, backpacks, bookbags, packages, and clothing.
- C. “Reasonable suspicion” means that a school official has grounds to believe that the search will result in evidence of a violation of school district policy, rules, and/or law. Reasonable suspicion may be based on a school official’s personal observation, a report from a student, parent **or guardian** or staff member, a student’s suspicious behavior, a student’s age and past history or record of conduct both in and out of the school context, or other reliable sources of information.
- D. “Reasonable scope” means that the scope and/or intrusiveness of the search is reasonably related to the objectives of the search. Factors to consider in determining what is reasonable include the seriousness of the suspected infraction, the reliability of the information, the necessity of acting without delay, the existence of exigent circumstances necessitating an immediate search and further investigation (e.g., to prevent violence, serious and immediate risk of harm or destruction of evidence), and the age of the student.

IV. PROCEDURES

- A. School officials may inspect the interiors of lockers and desks for any reason at any time, without notice, without student consent, and without a search warrant.
- B. School officials may inspect the personal possessions of a student and/or a student’s person based on a reasonable suspicion that the search will uncover a violation of law or school rules. A search of personal possessions of a student and/or a student’s person will be reasonable in its scope and intrusiveness.
- C. As soon as practicable after a search of personal possessions within a locker pursuant to this policy, the school officials must provide notice of the search to students whose possessions were searched unless disclosure would impede an ongoing investigation by police or school officials.
- D. Whenever feasible, a search of a person shall be conducted in private by a school official of the same sex. A second school official of the same sex shall be present as an observer during the search of a person whenever feasible.
- E. School officials will always strive to maintain sensitivity and respect in

administering this policy. Searches will be completed in a manner that minimizes student embarrassment and disruption of the school day.

- F. A school official conducting any other search may determine when it is appropriate to have a second official present as an observer.
- G. A copy of this policy will be printed in the student handbook or disseminated in any other way which school officials deem appropriate. The school district shall provide a copy of this policy to a student when the student is given use of a locker.

V. DIRECTIVES AND GUIDELINES

School administration may establish reasonable directives and guidelines which address specific needs of the school district, such as use of tape in lockers, standards of cleanliness and care, posting of pin-ups and posters which may constitute sexual harassment, etc.

VI. SEIZURE OF CONTRABAND

If a search yields contraband, school officials will seize the item and, where appropriate, turn it over to legal officials for ultimate disposition.

VII. VIOLATIONS

A student found to have violated this policy and/or the directives and guidelines implementing it shall be subject to discipline in accordance with the school district's Student Discipline Policy, which may include suspension, exclusion, or expulsion, and the student may, when appropriate, be referred to legal officials.

Legal References: U. S. Const., amend. IV
Minn. Const., art. I, § 10
Minn. Stat. § 121A.72 (School Locker Policy)
New Jersey v. T.L.O., 469 U.S. 325, 105 S.Ct. 733, 83 L.Ed.2d 720 (1985)
G.C. v. Owensboro Public Schools, 711 F.3d 623 (6th Cir. 2013)

Cross References: MSBA/MASA Model Policy 417 (Chemical Use and Abuse)
MSBA/MASA Model Policy 418 (Drug-Free Workplace/Drug-Free School)
MSBA/MASA Model Policy 501 (School Weapons)
MSBA/MASA Model Policy 506 (Student Discipline)

*ISD 917 School Board Policy 532 Use of Peace Officers and
Crisis Teams to Remove Students with IEPs from School Grounds
Board revised November 1, 2022
Board revised, July 11, 2023
Board reviewed, first reading, September 3, 2024*

532 USE OF PEACE OFFICERS AND CRISIS TEAMS TO REMOVE STUDENTS WITH IEPs FROM SCHOOL GROUNDS

I. PURPOSE

The purpose of this policy is to describe the appropriate use of peace officers and crisis teams to remove, if necessary, a student with an individualized education program (IEP) from school grounds.

II. GENERAL STATEMENT OF POLICY

The school district is committed to promoting learning environments that are safe for all members of the school community. It further believes that students are the first priority and that they should be reasonably protected from physical or emotional harm at all school locations and during all school activities.

In general, all students, including those with IEPs, are subject to the terms of the school district's discipline policy. Building level administrators have the leadership responsibility to maintain a safe, secure, and orderly educational environment within which learning can occur. Corrective action to discipline a student and/or modify a student's behavior will be taken by staff when a student's behavior violates the school district's discipline policy.

If a student with an IEP engages in conduct which, in the judgment of school personnel, endangers or may endanger the health, safety, or property of the student, other students, staff members, or school property, that student may be removed from school grounds in accordance with this policy.

III. DEFINITIONS

For purposes of this policy, the following terms have the meaning given them in this section:

- A. "Crisis team" means a group of persons, which may include teachers and non-teaching school personnel, selected by the building administrator in each school building who have received crisis intervention training and are responsible for becoming actively involved with resolving crises. The building administrator or designee shall serve as the leader of the crisis team.

- B. “Emergency” means a situation where immediate intervention is needed to protect a child or other individual from physical injury.
- C. “Peace officer” means an employee or an elected or appointed official of a political subdivision or law enforcement agency who is licensed by the Board of Peace Officer Standards and Training, charged with the prevention and detection of crime and the enforcement of general criminal laws of the state and who has the full power of arrest. The term “peace officer” includes a person who serves as a sheriff, a deputy sheriff, a police officer, or a state patrol trooper.
- D. **“Physical holding” means physical intervention tended to hold a child immobile or limit a child’s movement, where body contact is the only source of physical restraint, and where immobilization is used to effectively gain control of a child in order to protect a child or other individual from physical injury.**
- C. ~~“Police liaison officer” is a peace officer who, pursuant to an agreement between the school district and a political subdivision or law enforcement agency, is assigned to a school building for all or a portion of the school day to provide law enforcement assistance and support to the building administration and to promote school safety, security, and positive relationships with students.~~
- E. The phrase “remove the student from school grounds” is the act of securing the person of a student with an IEP and escorting that student from the school building or school activity at which the student with an IEP is located.
- F. **“School Resource Officer” means a peace officer who is assigned to work in an elementary school, middle school, or secondary school during the regular instructional school day as one of the officer’s regular responsibilities through the terms of a contract entered between the peace officer’s employer and the designated school district or charter school.**
- G. “Student with an IEP” or “the student” means a student who is eligible to receive special education and related services pursuant to the terms of an IEP or an individual interagency intervention plan (IIIP).
- H. All other terms and phrases used in this policy shall be defined in accordance with applicable state and federal law or ordinary and customary usage.

IV. REMOVAL OF STUDENTS WITH IEPs FROM SCHOOL GROUNDS

A. Removal By Crisis Team

If the behavior of a student with an IEP escalates to the point where the student’s behavior endangers or may endanger the health, safety, or property of the student, other students, staff members, or school property, the school building’s crisis team may be summoned. The crisis team may attempt to de-escalate the student’s behavior by means including, but not limited to, those described in the student’s

IEP and/or behavior intervention plan. When such measures fail, or when the crisis team determines that the student's behavior continues to endanger or may endanger the health, safety, or property of the student, other students, staff members, or school property, the crisis team may remove the student from school grounds.

If the student's behavior cannot be safely managed, school personnel may immediately request assistance from the ~~police liaison~~ **school resource** officer or a peace officer.

B. Removal By ~~Police Liaison~~ **School Resource** Officer or Peace Officer

If a student with an IEP engages in conduct which endangers or may endanger the health, safety, or property of the student, other students, staff members, or school property, the school building's crisis team, building administrator, or the building administrator's designee, may request that the ~~police liaison~~ **school resource** officer or a peace officer remove the student from school grounds.

If a student with an IEP is restrained or removed from a classroom, school building, or school grounds by a peace officer at the request of a school administrator or school staff person during the school day twice in a 30-day period, the student's IEP team must meet to determine if the student's IEP is adequate or if additional evaluation is needed.

Whether or not a student with an IEP engages in conduct which endangers or may endanger the health, safety, or property of the student, other students, staff members, or school property, school district personnel may report a crime committed by a student with an IEP to appropriate authorities. If the school district reports a crime committed by a student with an IEP, school personnel shall transmit copies of the special education and disciplinary records of the student for consideration by appropriate authorities to whom it reports the crime, to the extent that the transmission is permitted by the Family Education Rights and Privacy Act (FERPA), the Minnesota Government Data Practices Act, and school district's policy, Protection and Privacy of Pupil Records.

The fact that a student with an IEP is covered by special education law does not prevent state law enforcement and judicial authorities from exercising their responsibilities with regard to the application of federal and state law to crimes committed by a student with an IEP.

C. Reasonable Force Permitted

1. In removing a student with an IEP from school grounds, a building administrator, other crisis team members, or the ~~police liaison~~ **school resource officer or other agents of the school district, whether or not members of a crisis team**, may use reasonable force when it is necessary under the circumstances to correct or restrain a student or prevent bodily harm or death to another.

2. In removing a student with an IEP from school grounds, ~~police liaison~~ **school resource** officers and school district personnel are further prohibited from engaging in the following conduct:
 - a. Corporal punishment prohibited by Minn. Stat. § 121A.58;
 - b. Requiring a child to assume and maintain a specified physical position, activity, or posture that induces physical pain;
 3. Totally or partially restricting a child's senses as punishment;
 4. Denying or restricting a child's access to equipment and devices such as walkers, wheel chairs, hearing aids, and communication boards that facilitate the child's functioning except when temporarily removing the equipment or device is needed to prevent injury to the child or others or serious damage to the equipment or device, in which case the equipment or device shall be returned to the child as soon as possible;
 5. Interacting with a child in a manner that constitutes sexual abuse, neglect, or physical abuse under Minnesota Statutes Chapter 260E.
 6. Physical holding (as defined in Minn. Stat. § 125A.0941) that restricts or impairs a child's ability to breathe, restricts or impairs a child's ability to communicate distress, places pressure or weight on a child's head, throat, neck, chest, lungs, sternum, diaphragm, back, or abdomen, or results in straddling a child's torso;
 7. Withholding regularly scheduled meals or water; and/or
 8. Denying a child access to toilet facilities.
3. Any reasonable force used under Minnesota Statutes, sections 121A.582; 609.06, subdivision 1; and 609.379 which intends to hold a child immobile or limit a child's movement where body contact is the only source of physical restraint or confines a child alone in a room from which egress is barred shall be reported to the Minnesota Department of Education as a restrictive procedure, including physical holding or seclusion used by an unauthorized or untrained staff person.

D. Parental Notification

The building administrator or designee shall make reasonable efforts to notify the student's parent or guardian of the student's removal from school grounds as soon as possible following the removal.

E. Continued Removals; Review of IEP

Continued and repeated use of the removal process described herein must be reviewed in the development of the individual student's IEP or IIIP.

F. Effect of Policy in an Emergency; Use of Restrictive Procedures

A student with an IEP may be removed in accordance with this policy regardless of whether the student's conduct would create an emergency.

If the school district seeks to remove a student with an IEP from school grounds under this policy due to behaviors that constitute an emergency and the student's IEP, IIIP, or behavior intervention plan authorizes the use of one or more restrictive procedures, the crisis team may employ those restrictive procedures, in addition to any reasonable force that may be necessary, to facilitate the student's removal from school grounds, as long as the crisis team members who are implementing the restrictive procedures have received the training required by Minnesota Statutes, section 125A.0942, subdivision. 5, and otherwise comply with the requirements of section 125A.0942.

Annually, stakeholders may recommend, as necessary, to the Commissioner of MDE (Commissioner) specific and measurable implementation and outcome goals for reducing the use of restrictive procedures. The Commissioner must submit to the Legislature a report on districts' progress in reducing the use of restrictive procedures that recommends how to further reduce these procedures and eliminate the use of seclusion. By January 15, April 15, July 15, and October 15 of each year, districts must report, in a form and manner determined by the Commissioner, about individual students who have been secluded. By July 15 each year, districts must report summary data. The summary data must include information on the use of restrictive procedures for the prior school year, July 1 through June 30, including the use of reasonable force by school personnel that is consistent with the definition of physical holding or seclusion of a child with a disability.

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. §§ 121A.40-121A.56 (Minnesota Pupil Fair Dismissal Act)
Minn. Stat. § 121A.582 (Student Discipline; Reasonable Force)
Minn. Stat. § 121A.61 (Discipline and Removal of Students from Class)
Minn. Stat. § 121A.67, (Removal by Police Officer)
Minn. Stat. §§ 125A.094-125A.0942 (Restrictive Procedures for Children with Disabilities)
Minnesota Statutes Chapter 260E.
Minn. Stat. § 609.06 (Authorized Use of Force)
Minn. Stat. § 609.379 (Permitted Actions)
Minn. Stat. § 626.8482 (School Resource Officers; Duties; Training; Model Policy)

20 U.S.C. § 1232g *et seq.* (Family Educational Rights and Privacy (FERPA))

20 U.S.C. § 1415(k)(6) (Individuals with Disabilities Education Improvement Act of 2004 (IDEA))

34 C.F.R. § 300.535 (Referral to and Action by Law Enforcement and Judicial Authorities)

Cross References:

MSBA/MASA Model Policy 506 (Student Discipline)

MSBA/MASA Model Policy 507 (Corporal Punishment)

MSBA/MASA Model Policy 507.5 (School Resource Officers)

MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)

MSBA/MASA Model Policy 525 (Violence Prevention)

MSBA/MASA Model Policy 806 (Crisis Management Policy)

535 SERVICE ANIMALS IN SCHOOLS

I. PURPOSE

The purpose of this policy is to establish parameters for the use of service animals by students, employees, and visitors within school buildings and on school grounds.

II. GENERAL STATEMENT OF POLICY

Individuals with disabilities shall be permitted to bring their service animals into school buildings or on school grounds in accordance with, and subject to, this policy.

III. DEFINITIONS

A. Service Animal

A “service animal” is a dog (regardless of breed or size) or miniature horse that is individually trained to perform “work or tasks” for the benefit of an individual with a disability, including an individual with a physical, sensory, psychiatric, intellectual, or mental disability. Other species of animals, whether wild or domestic, trained or untrained, are not service animals. Service animals are working animals that perform valuable functions; they are not pets. The work or tasks performed by the service animal must be directly related to the individual’s disability. An animal accompanying an individual for the sole purpose of providing emotional support, therapy, comfort, or companionship is not a service animal.

B. Handler

A “handler” is an individual with a disability who uses a service animal. In the case of an individual who is unable to care for and supervise the service animal for reasons such as age or disability, “handler” means the person who cares for and supervises the animal on that individual’s behalf. School district personnel are not responsible for the care, supervision, or handling responsibilities of a service animal.

C. Work or Tasks

1. “Work or tasks” are those functions performed by a service animal.
2. Examples of “work or tasks” include, but are not limited to, assisting individuals who are blind or have low vision with navigation and other tasks, alerting individuals who are deaf or hard of hearing to the presence

of people or sounds, providing non-violent protection or rescue work, pulling a wheelchair, assisting an individual during a seizure, alerting individuals to the presence of allergens, retrieving items such as medicine or the telephone, providing physical support and assistance with balance and stability to individuals with mobility disabilities, and helping persons with psychiatric and neurological disabilities by preventing or interrupting impulsive or destructive behaviors.

3. The crime deterrent effects of an animal's presence and the provision of emotional support, well-being, comfort, or companionship are not "work or tasks" for the purposes of this policy.

D. Trainer

A "trainer" is a person who is training a service animal and is affiliated with a recognized training program for service animals.

IV. ACCESS TO PROGRAMS AND ACTIVITIES; PERMITTED INQUIRIES

- A. In general, handlers (i.e., individuals with disabilities or trainers) are permitted to be accompanied by their service animals in all areas of school district properties where members of the public, students, and employees are allowed to go. A handler has the right to be accompanied by a service animal whenever and to the same extent that the handler has the right: (a) to be present on school district property or in school district facilities; (b) to attend or participate in a school-sponsored event, activity, or program; or (c) to be transported in a vehicle that is operated by or on behalf of the school district.
- B. **It is unfair discriminatory practice to prohibit a person with a disability from taking a service animal into the public place or conveyance to aid persons with disabilities, and if the service animal is properly harnessed or leashed so that the person with a disability may maintain control of the service animal.**
- C. **The school district shall not require a person with a disability to make an extra payment or pay an additional charge when taking a service animal into any school district building.**
- D. When an individual with a disability brings a service animal to a school district property, school district employees shall not ask about the nature or extent of a person's disability, but may make the following two inquiries to determine whether the animal qualifies as a service animal:
 1. Is the service animal required because of a disability; and
 2. What work or tasks is the service animal trained to perform.
- E. School district employees shall not make these inquiries of an individual with a disability bringing a service animal to school district property when it is readily

apparent that an animal is trained to do work or perform tasks for an individual with a disability. However, school district employees may inquire whether the individual with a disability has completed and submitted the request form described in Part VI., below.

- F. An individual with a disability may not be required to provide documentation such as proof that the animal has been certified, trained, or licensed as a service animal.

V. REQUIREMENTS FOR ALL SERVICE ANIMALS

- A. The service animal must be required for the individual with a disability.
- B. The service animal must be individually trained to do work or tasks for the benefit of the individual with a disability.
- C. A service animal must have a harness, leash, or other tether, unless either the handler is unable, because of a disability, to use a harness, leash, or other tether, or the use of a harness, leash, or other tether would interfere with the service animal's safe, effective performance of work or tasks, in which case, the service animal must be otherwise under the handler's control (e.g., voice control, signals, or other effective means).
- D. The service animal must be housebroken.
- E. The service animal must be under the control of its handler at all times. The handler is responsible for the care and supervision of a service animal, including walking the service animal, feeding the service animal, grooming the service animal, providing veterinary care to the service animal, and responding to the service animal's need to relieve itself, including the proper disposal of the service animal's waste.
- F. The school district is not responsible for providing a staff member to walk the service animal or to provide any other care or assistance to the animal.
- G. In the case of a student who is unable to care for and/or supervise ~~his or her~~ **their** service animal, the student's parent/guardian is responsible for arranging for such care and supervision. In the case of an employee or other individual who is unable to care for and/or supervise ~~his or her~~ **their** service animal, the employee or other individual's authorized representative is responsible for arranging for a service animal's care and supervision.
- H. The service animal must be properly licensed and vaccinated in accordance with applicable state laws and local ordinances.

VI. REQUESTING THE USE OF A SERVICE ANIMAL AT SCHOOL

- A. Students with a disability seeking to be accompanied by a service animal are

requested to submit the Approval Request Form to the building principal of the school the student attends. The principal will notify the superintendent or the administrator designated with responsibility to address such requests. School district employees seeking to be accompanied by a service animal are requested to submit the Approval Request Form to the superintendent or the administrator designated with responsibility to address such requests.

- B. Students or employees seeking to bring a service animal onto district premises are requested to identify whether the need for the service animal is required because of a disability and to describe the work or tasks that the service animal is trained to perform.
- C. The owner of the service animal shall provide written evidence that the service animal has received all vaccinations required by state law or local ordinance.

VII. REMOVAL OR EXCLUSION OF A SERVICE ANIMAL

- A. A school official may require a handler to remove a service animal from school district property, a school building, or a school-sponsored program or activity, if:
 - 1. Any of the requirements described in Part V., above, are not met.
 - 2. The service animal is out of control and/or the handler does not effectively control the animal's behavior;
 - 3. The presence of the service animal would fundamentally alter the nature of a service, program or activity; or
 - 4. The service animal behaves in a way that poses a direct threat to the health or safety of others, has a history of such behavior, or otherwise poses a significant health or safety risk to others that cannot be eliminated by reasonable accommodations.
- B. If the service animal is properly excluded, the school district shall give the individual with a disability the opportunity to participate in the service, program, or activity without the service animal, unless such individual has violated a law or school rule or regulation that would warrant the removal of the individual.

VIII. ADDITIONAL LIMITATIONS FOR MINIATURE HORSES

In assessing whether a miniature horse may be permitted in a school building or on school grounds as a service animal, the following factors shall be considered:

- A. The type, size, and weight of the miniature horse and whether the facility can accommodate these features;
- B. Whether the handler has sufficient control of the miniature horse;

- C. Whether the miniature horse is housebroken; and
- D. Whether the miniature horse's presence in a specific building or on school grounds compromises legitimate health and safety requirements.

IX. ALLERGIES; FEAR OF ANIMALS

If a student or employee notifies the school district that ~~he or she is~~ **they are** allergic to a service animal, the school district will balance the rights of the individuals involved. In general, allergies that are not life threatening are not a valid reason for prohibiting the presence of a service animal. Fear of animals is generally not a valid reason for prohibiting the presence of a service animal.

X. NON-SERVICE ANIMALS FOR STUDENTS WITH INDIVIDUALIZED EDUCATION PROGRAMS (IEPS) OR SECTION 504 PLANS

If a special education student or a student with a Section 504 plan seeks to bring an animal onto school property that is not a service animal, the request shall be referred to the student's IEP team or Section 504 team, as appropriate, to determine whether the animal is necessary for the student to receive a free appropriate public education (FAPE) or, in the case of a Section 504 student, to reasonably accommodate the student's access to the school district's programs and activities.

XI. NON-SERVICE ANIMAL AS AN ACCOMMODATION FOR EMPLOYEES

If an employee seeks to bring an animal onto school property that is not a service animal, the request shall be referred to the superintendent or the administrator designated to handle such requests. A school district employee who is a qualified individual with a disability will be allowed to bring such animal onto school property when it is determined that such use is required to enable the employee to perform the essential functions of his or her position or to enjoy the benefits of employment in a manner comparable to those similarly situated non-disabled employees.

XII. LIABILITY

- A. The owner of the service animal or non-service animal is responsible for any harm or injury to an individual and for any property damage caused by the service animal while on school district property.
- B. An individual who, directly or indirectly through statements or conduct, intentionally misrepresents an animal in that person's possession as a service animal may be subject to criminal liability.

Legal References: Section 504 of the Rehabilitation Act of 1973
28 C.F.R. § 35.104, 28 C.F.R. § 35.130(b)(7), and 28 C.F.R. § 35.136
(ADA Regulations)
20 U.S.C. § 1400 *et seq.* (Individuals with Disabilities Education Act)

Minn. Stat. § 256C.02 (Public Accommodations for Persons with Disabilities)

Minn. Stat. § 363A.19 (Discrimination Against ~~Blind, Deaf, or Other~~ Persons with Physical or Sensory Disabilities Prohibited)

Minn. Stat. § 609.226 (Harm Caused by Dog)

Minn. Stat. § 609.833 (Misrepresentation of Service Animal)

Cross References:

MSBA/MASA Policy 402 (Disability Nondiscrimination Policy)

MSBA/MASA Policy 521 (Student Disability Nondiscrimination)

709 STUDENT TRANSPORTATION SAFETY POLICY

I. PURPOSE

The purpose of this policy is to provide safe transportation for students and to educate students on safety issues and the responsibilities of Intermediate School District 917.

II. CONDUCT ON SCHOOL BUSES AND CONSEQUENCES FOR MISBEHAVIOR

A. Riding in a school van is a privilege, not a right. The school district's general student behavior rules are in effect for students in district vans.

1. Student School Bus Safety Training.

The school district shall provide students enrolled in grades kindergarten (K) through 10 with age-appropriate school bus safety training.

2. School Van Rules.

The school district van safety rules are to be posted in every vehicle. If these rules are broken, the school district's discipline procedures are to be followed. Consequences are progressive and may include suspension of van privileges. It is the school van driver's responsibility to report unacceptable behavior to the program administrator.

3. Rules on the Van.

- a. Immediately follow the directions of the driver.
- b. Sit in your seat facing forward.
- c. Talk quietly and use appropriate language.
- d. Keep all parts of your body inside the van.
- e. Keep your arms, legs and belongings to yourself.
- f. No fighting, harassment, intimidation or horseplay.
- g. Do not throw any object.

- h. No eating, drinking or use of tobacco, alcohol, or drugs, excluding water bottles.
- i. Do not bring any weapons or dangerous objects on the school van.
- j. Do not damage the vehicle.
- k. No electronic smoking devices allowed.

4. Consequences.

Consequences for van misconduct will apply to all students. Decisions regarding a student's ability to ride the van in connection with co-curricular and extra-curricular events (for example, field trips or competitions) will be in the sole discretion of the school district. Parents or guardians will be notified of any suspension of van privileges.

1) Discipline

Violations of the van rules and student conduct violations will be addressed by appropriate administrator, in conjunction with the student's educational team. Factors to be considered when assessing any penalty for misconduct will include (1) the severity of the offense; (2) the student's prior record; and (3) for a student with a disability, the students' needs, as articulated in their IEP or section 504 plan.

2) Records

Records of school van misconduct will be forwarded to the appropriate administrator and will be retained in the same manner as other student discipline records. Reports of student misbehavior on a van that causes an immediate and substantial danger to the student or surrounding persons or property will be provided by the school district to the Department of Public Safety in accordance with state and federal law.

3) Vandalism

Students damaging school vehicles will be responsible for the damages. Failure to pay such damages (or make arrangements to pay) within two weeks may result in the loss of van privileges until damages are paid.

4) Notice

School van rules and consequences for violations of these rules will be reviewed with students annually and copies of these rules will be made available to students. School van rules are to be posted in each vehicle.

5) Criminal Conduct

In cases involving criminal conduct (for example, assault, weapons, drug possession, or vandalism), the appropriate school district personnel and local law enforcement officials will be informed.

III. PARENT AND GUARDIAN INVOLVEMENT

A. Parent and Guardian Notification

The school district van rules will be included with student handbooks. Parents and guardians are asked to review the rules with their children.

B. Parents or Guardians Responsibilities for Transportation Safety

Parents or Guardians are responsible to:

1. Become familiar with school district rules, policies, regulations, and the principles of van safety, and thoroughly review them with their children;
2. Support safe riding and walking practices, and recognize that students are responsible for their actions;
3. Communicate safety concerns to their school administrators.

IV. SCHOOL VAN AND TYPE III SCHOOL BUS DRIVER DUTIES AND RESPONSIBILITIES

- A. Under Minnesota law, Intermediate School District 917 vans are considered to be Type III school buses.
- B. A school district employee, whose normal duties do not include operating a school van, who holds a class D driver's license without a school bus endorsement, may operate a Type III school bus.
- C. The school district business office requires a copy of the driver's valid driver's license and will annually obtain a copy of the driver's motor vehicle report. A driver who has had more than three moving violations in three years is not eligible to drive a Type III school bus. The Executive Director of Business Services will determine if the school van driver's authorization to transport students is revoked and will notify the school van driver's immediate supervisor.
- D. Drivers shall report all moving violations they receive, even in a personal vehicle, to the Executive Director of Business Services as soon as possible after the violation ~~6.93-4~~ occurs. A person who sustains a conviction, as defined under Minnesota Statutes section 609.02, of violating Minnesota

Statutes section 169A.25, section 169A.26, section 169A.27 (driving while impaired offenses), or 69A.31 (alcohol-related school bus driver offenses), or whose driver's license is revoked under Minnesota Statutes section 169A.50 to 169A.53 of the implied consent law, or who is convicted of violating or whose driver's license is revoked under a similar statute or ordinance of another state, is precluded from operating a type III vehicle for 5 years from the date of conviction. The report must be made in writing to the Executive Director of Business Services within 10 days of the conviction.

- E. The school district may conduct pre-employment, random, and reasonable suspicion drug and alcohol testing of all school district van drivers and driver applicants in accordance with school district policy 416 Drug and Alcohol Testing.

V. SCHOOL VAN DRIVER TRAINING

A. Training.

All bus drivers operating a type III vehicle will be provided with annual training and evaluated by either the school district or the entity from whom such services are contracted by the school district. Such training shall, at a minimum, include:

1. Safe operation of the Type III (van) bus.
2. Knowledge and understanding of the safety equipment, including proper use of seat belts and child restraints, required for Type III vehicles.
3. Understanding student behavior, including issues related to students with disabilities.
4. Encouraging orderly conduct of students on the van and handling incidents of misconduct appropriately.
5. Knowledge and understanding of relevant laws, rules of the road, and ISD 917 school van safety policies.
6. Handling emergency situations, including accidents.
7. Safe loading and unloading of students including students with disabilities.
8. Performance of pre-trip vehicle inspections.
9. Defensive driving techniques.
10. Pass the competency testing specified in the Minnesota Department of Public Safety Model School Bus Driver Training Manual.
11. The evaluation must include completion of an individual "school bus driver evaluation form" (road test evaluation) as contained in the Model School Bus Driver Training Manual, **and**
12. **electric-assisted bicycle safety, including that a person under the age of 15 is not allowed to operate an electric-assisted bicycle.**

VI. OPERATING RULES AND PROCEDURES

A. General Operating Rules

1. School vans shall be operated in accordance with state traffic and safety laws.
2. Only students assigned to the school van by the school district shall be transported. The number of students or other authorized passengers transported in a District van shall not exceed ten (10) including the driver, or the number of seats with restraints (whichever is smaller). No person shall be allowed to stand when the van is in motion.
3. A bus driver may not operate a school bus while communicating over, or otherwise operating, a cellular phone for personal reasons, whether hand-held or hands free, when the vehicle is in motion or a part of traffic. For purposes of this paragraph, "school bus" has the meaning given in Minnesota Statutes section 169.011, Subd. 71. In addition, "school bus" also includes type III vehicles when driven by employees or agents of the school district. "Cellular phone" means a cellular, analog, wireless, or digital telephone capable of sending or receiving telephone or text messages without an access line for service.

B. Type III Vehicles

1. Type III vehicles are restricted to passenger cars, station wagons, vans, and buses having a maximum manufacturer's rated seating capacity of 10 or fewer people, including the driver, and a gross vehicle weight rating of 10,000 pounds or less. A van or bus converted to a seating capacity of 10 or fewer and placed in service on or after August 1, 1999, must have been originally manufactured to comply with the passenger safety standards.
2. Type III vehicles must be painted a color other than national school bus yellow.
3. Type III vehicles shall be state inspected in accordance with legal requirements.
4. Vehicles older than 15 years must not be used as type III vehicles to transport school children, except those vehicles that are manufactured to meet the structural requirements of federal motor vehicle safety standard 222, Code of Federal Regulations, title 49, part 571.

5. The school district name will be clearly marked on the side of the vehicle. The Type III vehicle must not have the words “school bus” in any location on the exterior of the vehicle or in any interior location visible to a motorist.
6. A “Type III school bus” must not be outwardly equipped and identified as a Type A, B, C, or D bus.
7. Eight-lamp warning systems and stop arms must not be installed or used on Type III vehicles.
8. Type III vehicles must be equipped with mirrors as required by law.
9. Any type III vehicle may not stop traffic and may not load or unload before making a complete stop and disengaging gears by shifting into neutral or park. Any type III vehicle used to transport students must not load or unload so that a student has to cross the road, except where not possible or impractical, then the driver or assistant must escort a student across the road. If the driver escorts the student across the road, then the motor must be stopped, the ignition key removed, the brakes set, and the vehicle otherwise rendered immobile.
10. Any Type III vehicle used to transport students must carry emergency equipment including:
 - a. Fire extinguisher. A minimum of one 10BC rated dry chemical type fire extinguisher is required. The extinguisher must be mounted in a bracket, and must be located in the driver’s compartment and be readily accessible to the driver and passengers. A pressure indicator is required and must be easily read without removing the extinguisher from its mounted position.
 - b. First aid kit and body fluids cleanup kit. A minimum of a ten-unit first aid kit, and a body fluids cleanup kit is required. They must be contained in removable, moisture and dust-proof containers mounted in an accessible place within the driver’s compartment and must be marked to indicate their identity and location.
 - c. Passenger cars and station wagons may carry a fire extinguisher and a first aid kit in the trunk or trunk area of the vehicle if a label in the driver and front passenger area clearly indicates the location of these items.
11. Students will not be regularly transported in private vehicles that are not state inspected as Type III vehicles. Only emergency, unscheduled transportation may be conducted in vehicles with a seating capacity of 10 or fewer without meeting the requirements for a Type III vehicle. The school district has no system of inspection for private vehicles.

12. All drivers of type III vehicles will be licensed drivers and will be familiar with the use of required emergency equipment. The school district will not knowingly allow a person to operate a Type III vehicle if the person has been convicted of an offense that disqualifies the person from operating a school bus.
13. Type III vehicles will be equipped with child passenger restraints, and child passenger restraints will be utilized to the extent required by law.

VII. SCHOOL DISTRICT EMERGENCY PROCEDURES

- A. If possible, school van drivers or their supervisors shall call (911) or the local emergency phone number in the event of a serious emergency.
- B. Van drivers and assistants for special education students requiring special transportation service because of their handicapping condition shall be trained in basic first aid procedures, shall within one month after the effective date of assignment participate in a program of in-service training on the proper methods for dealing with the specific needs and problems of pupils with disabilities, assist pupils with disabilities on and off the bus when necessary for their safe ingress and egress from the van, and ensure that protective safety devices are in use and fastened properly.
- C. Emergency Health Information shall be maintained on the van for students requiring special transportation service because of their handicapping condition. The information shall state:
 1. the pupil's name and address;
 2. the nature of the pupil's disabilities;
 3. emergency health care information; and
 4. the names and telephone numbers of the pupil's physician, parents, guardians, or custodians, and some person other than the pupil's parents, guardians, or custodians who can be contacted in case of an emergency.

VIII. SCHOOL DISTRICT VEHICLE MAINTENANCE STANDARDS

- A. All school vehicles shall be maintained in safe operating conditions through a systematic preventive maintenance and inspection program adopted or approved by the school district.
- B. All school vehicles shall be state inspected in accordance with legal requirements.
- C. A copy of the current daily pre-trip inspection report must be carried in the van. Daily pre-trip inspections shall be maintained on file in accordance

with the school district's record retention schedule. Prompt reports of defects to be immediately corrected will be submitted.

- D. Daily post-trip inspections shall be performed to check for any children or lost items remaining on the bus and for vandalism.

IX. SCHOOL TRANSPORTATION SAFETY DIRECTOR

Inasmuch as Intermediate School District 917 does not transport students to and from school, does not operate its own or any leased school buses, does not contract for school bus services except for occasional field trips and does not transport any non-public students, it has not appointed a "Transportation Safety Director." In the absence of an individual with specific transportation safety responsibilities, those responsibilities fall to the superintendent of schools.

Legal References:

Minn. Stat. § 123B.935 (Active Transportation Safety Training)
Minn. Stat. § 123B.91 (School District Bus Safety Responsibilities)
Minn. Stat. § 169.01 (subd. 6(5) (Definitions)
Minn. Stat. § 169.454 (Type III Vehicle Standards)
Minn. Stat. § 169.4582 (Reportable Offense on School Buses)
Minn. Stat. § 171.02, Subd. 2a (Licenses; Types, Endorsements, Restrictions)
Minn. Rules Part 7470.1000-7470-1700 (School Bus Inspection)
49 C.F.R. Part 571 (Federal Motor Vehicle Safety Standards)

Cross References:

Policy 416 (Drug and Alcohol Testing)

On August 6th, 2024 the School Board of ISD #917 conducted a closed meeting to discuss the results of the superintendent end-of-year evaluation for the 2023-2024 school year. Previous to the meeting, board members were given an evaluation form electronically for them to fill out anonymously in which all 9 board members took part. The board was asked to evaluate Dr. Favor's performance relating to his school board established annual superintendent goals using a 4-point scale with 4 being distinguished and 1 being unsatisfactory. Dr. Favor's three goals were:

Goal #1: Utilize a continuous improvement planning process to align district operations to achieve strategic directions. For this goal five board members gave Dr. Favor a 4 and four board members gave him a 3. This is an improvement from his mid-year evaluation. Board member comments indicate that Dr. Favor has demonstrated commitment to integrating data and aligning the goals with the district's mission and vision to continuously improve 917's operations and that he has shown progress in all 5 Strategic Directions.

Goal #2: Leverage internal strengths and external partnerships to amplify student, staff, and family voice in support of strategic directions, core values, staff recruitment, and staff retention. For this goal three scores were 3s with six scores being 4s. This is a considerable improvement from the mid-year evaluation. Board member comments: Dr. Favor has fostered great partnerships with the MN Humanities and Mentor MN. It is apparent that he is meeting with and listening to the needs of staff which helps people want to stay here. He is an active listener and thoughtful leader, and it is clear in all of the district priorities how stakeholder input has influenced decision-making in positive and meaningful ways. Members also would like to see more student and family voices.

Goal #3: Lead the ISD 917 district leadership team to collaboratively prioritize staff recruitment, staff retention, core values, and strategic directions. This goal had the highest score of all three goals with eight scores being 4 with only one board member scoring a 3. This too is an improvement from the mid-year evaluation. Comments included: It is clear that recruitment, retention and job satisfaction has been the major focus over the past year and we are seeing great results due to those efforts. Dr. Favor lives the core values of the district. His leadership facilitates integration and alignment of them with district decisions, actions, training, professional development, systems, structures, and practices. He has encouraged innovation in all areas, but staff recruitment has been especially evident this year. Significant strides have been made to improving recruitment and retention of staff and thereby reducing corresponding wait lists for partner districts.