

Regular School Board Meeting

Tuesday, November 12, 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
- Donations
 - o Kopp Family Donation - \$3000
 - o Eagan Lion's Club - \$1000
 - o Hometown Meats - Inver Grove - Hot dogs for 120 people
 - o Cub - Inver Grove - \$50 gift card
 - o American Legion Post No. 65 - \$1,000
- Policies

V. Finance Director - Mark Johns *(Stewardship)*

V.A.

- Bills
- Wire Transfers
- Investment Reports

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

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

VII.A. Approve READ Act - Lauren Kelly

VII.B. Approve Classified School Year Contract for 2024-2026 - Lauren Kelly

VII.C. Approve change to Assistant Director, Principal Contract for 2023-2025 - Lauren Kelly *(change on page 10)*

VII.D. Approve Revenue and Expenditures Report - Mark Johns

VIII. Adjournment - Chair Cindy Nordstrom

INTERMEDIATE SCHOOL DISTRICT 917

A School Board Meeting of the Intermediate School District 917 School Board was held on Tuesday, October 1, 2024, in the Board Room at Dakota County Technical College, 1300 145th Street East, Rosemount, MN.

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

Members Absent: David Anderson and Lesley Chester

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

School Board Chair Cindy Nordstrom called the meeting to order at 6:04 PM.

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

Lisa Ehleringer was appointed Clerk for the meeting in the absence of David Anderson.

1. Motion by Mark Zuzek, seconded by Monica Weber, to approve the agenda. Voting aye: Tom Bennett, Lisa Ehleringer, Cindy Nordstrom, Byron Schwab, Hannah Simmons, Monica Weber, Mark Zuzek. Voting naye: none. Motion carried.
2. Motion by Tom Bennett, seconded by Hannah Simmons, to approve the consent items, as presented. Voting aye: Tom Bennett, Lisa Ehleringer, Cindy Nordstrom, Byron Schwab, Hannah Simmons, Monica Weber, Mark Zuzek. Voting naye: none. Motion carried.
 - **Minutes:** September 3, 2024, Regular School Board Meeting
 - **Personnel:** *New hires:* Charles Anderson, Education Support Professional, effective September 25, 2024. Ryo Zayn Bowen, Education Support Professional, effective September 16, 2024. Mark Cabunagson, Teacher, effective August 20, 2024: Salary correction. Payton Henderson, Education Support Professional, effective September 25, 2024. Precious Long, Education Support Professional, effective September 9, 2024. Noelle Meyer, CTE Connections Liaison, effective September 4, 2024. Jakenthia Simms-Alexander, Education Support Professional, effective September 30, 2024. Jai Lea Vang, Education Support Professional, effective September 5, 2024. Katherine Utter, School Social Worker, effective September 9, 2024: Salary correction. *Rehires:* Tremia Jack, Education Support Professional, effective September 12, 2024. Jessica Uehling, Education Support Professional, effective September 3, 2024. *Changes in Status:* Isabella Kranz, Teacher, 1.0 FTE to 0.4 FTE, effective August 20, 2024, for 2024-2025 school year. Rebecca Hennessey, Education Support Professional to Special Education Teacher, effective September 6, 2024. *Leaves of absence:* Jane Robinson, Teacher, effective September 9, 2024, through October 13, 2024. *Resignation & Terminations:* Zachary Dobbmeyer, Education Support Professional, effective September 20, 2024. Keaira James, Education Support Professional, effective September 16, 2024. Krista Sarff, Education Support Professional, effective August 27, 2024.
 - **Policies:** All approved for a final reading: 404 Employment Background Checks; 406 Public and Private Personnel Data; 418 Drug Free School Drug Free Workplace; 419 Commercial Tobacco-Free Environment; Possession and Use of Tobacco, Tobacco-related devices and electronic delivery devices; 502 Search of Student Lockers, Desks, personal Possessions, and Student's Person; 532 Use of Peace Officers and Crisis Teams; 535 Service Animals in School Buildings; 709 Student Transportation. (Addendum A.)

3. Motion by Byron Schwab, seconded by Mark Zuzek, to approve the bills from August 28, 2024, through September 19, 2024, investment report, and wire transfers as presented by the Executive Director of Business Services. Voting aye: Tom Bennett, Lisa Ehleringer, Cindy Nordstrom, Byron Schwab, Hannah Simmons, Monica Weber, Mark Zuzek. Voting naye: none. Motion carried.
4. Motion by Tom Bennett, seconded by Hannah Simmons, to approve United Health Care as the medical insurance carrier for 2025, with an increase in premiums of between two and four percent. Voting aye: Tom Bennett, Lisa Ehleringer, Cindy Nordstrom, Byron Schwab, Hannah Simmons, Monica Weber, Mark Zuzek. Voting naye: none. (Addendum B.) Motion carried.

Dr. Melissa Schaller reviewed the Enrollment Reports for DCALS and Special Education during the work session.

The Accounts Receivable Aged Report was reviewed.

5. Motion by Hannah Simmons, seconded by Tom Bennett, to approve the Assurance of Compliance for 2024-2025, as presented. Voting aye: Tom Bennett, Lisa Ehleringer, Cindy Nordstrom, Byron Schwab, Hannah Simmons, Monica Weber, Mark Zuzek. Voting naye: none. (Addendum C.) Motion carried.
6. Motion by Mark Zuzek, seconded by Lisa Ehleringer, to approve the Dr. Michael Favor's goals for 2024-2025, as presented. Voting aye: Tom Bennett, Lisa Ehleringer, Cindy Nordstrom, Byron Schwab, Hannah Simmons, Monica Weber, Mark Zuzek. Voting naye: none. (Addendum D.) Motion carried.
7. Motion by Hannah Simmons, seconded by Byron Schwab, to approve policy 806 Crisis Management; policy 524 Internet, Technology and Cell Phone Acceptable Use and Safety Policy; and policy 556 Student Use of Cellular Phones and Other Personal Electronic Devices on a first and final reading. Voting aye: Tom Bennett, Lisa Ehleringer, Cindy Nordstrom, Byron Schwab, Hannah Simmons, Monica Weber, Mark Zuzek. Voting naye: none. (Addendum E.) Motion carried.

The following policies were reviewed on a first reading basis: 506 Student Discipline; 522 Title IX Sex Nondiscrimination Policy.

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

There being no further business the meeting adjourned at 6:11 PM.

The next regular School Board Meeting will be Tuesday November 12, 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 November 12, 2024**

NEW HIRES:

Stephanie Blaisdell, Education Support Professional, effective September 30, 2024.

Mikayla Coops, Education Support Professional, effective November 11, 2024.

Fermin Curaming, Special Education Teacher, effective October 28, 2024.

Jamari Garrett, Education Support Professional, effective October 14, 2024.

Carleonanna Gordon, Education Support Professional, effective October 7, 2024.

Ashley Hansen, Education Support Professional, effective October 21, 2024.

Anne Jayasurita, Education Support Professional, effective September 25, 2024.

Ellana LaMoreux, Education Support Professional, effective October 21, 2024.

Deisha Long, Education Support Professional, effective October 9, 2024.

Jodeci Medina, Education Support Professional, effective October 21, 2024.

Christopher Nichols, Education Support Professional, effective October 21, 2024.

Addison Strub, Education Support Professional, effective October 7, 2024.

Eva Mari Tagudina, Special Education Teacher, effective October 7, 2024.

Richard Tiempo, Special Education Teacher, effective October 28, 2024.

Nyketta Watkins, Education Support Professional, effective September 30, 2024.

Sainquece Walker-Sawyer, Education Support Professional, effective October 7, 2024.

RE-HIRES:

Katrina Mayes, Education Support Professional, effective October 21, 2024.

Robert Keech, Teacher, effective November 20, 2024.

CHANGE IN STATUS:

LEAVES OF ABSENCE:

RESIGNATION & TERMINATIONS:

Muna Adam, Education Support Professional, effective November 4, 2024.

Jodi Erickson, Education Support Professional, effective October 4, 2024.

Jamari Garrett, Education Support Professional, effective November 4, 2024.

Mohamed Jama, Education Support Professional, effective October 4, 2024.

Lauren Kelly, Director of Human Resources, effective December 2, 2024.

Anna Lamphere, Mental Health Professional, effective November 7, 2024.

Hannah Lushanko, Education Support Professional, effective October 9, 2024.

Courney Olson, Education Support Professional, effective October 23, 2024.

Vanessa Plunkett, Education Support Professional, effective November 7, 2024.

Gina Running, Education Support Professional, effective December 31, 2024.

Janelle Sikich, Education Support Professional, effective November 15, 2024.

Janani Venkatesan, Education Support Professional, effective October 16, 2024.

RETIREMENT:

Robert Keech, Teacher, effective November 18, 2024.



Intermediate School District 917

Purposeful. Personalized. Partners.

1300 145th Street East, Rosemount, MN 55068

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

September 24, 2024

Kopp Family Foundation – Attn: Lindsey Lang
8500 Normandale Lake Blvd., Suite 475
Bloomington, MN 55437

Lindsey,

Thank you for your generous monetary donation to Lebanon Education Center. It will be used for numerous student purposes including life skills instruction, interview clothes for high school students, food for families over spring break, purchasing school pictures for families that cannot afford them, along with other uses. Thank you again for your generous donation!

Sincerely,

Melissa Schaller, Ph.D.
Executive Director of Student Services
651-423-8204

ISD 917 Vision

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

ISD 917 Core Values

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



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October 28, 2024

American Legion Post No. 65

PO Box 284

Rosemount, MN 55068

To whom it may concern,

Thank you for the generous monetary donation you made to Alliance Education Center. It will be used to fund student activities including field trips and school wide events, such as bingo and field day activities. Thank you again for your generous donation!

Sincerely,

Melissa Schaller, Ph.D.

Executive Director of Student Services

651-423-8204

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October 24, 2024

Hometown Meats
3025 80th Street East
Inver Grove Heights, MN 55076

Rob and Robin,

Thank you for the donation of the hotdogs to Concord Education Center. They were served at our Concord Cookout family engagement night. We had roughly 120 students and families attend with food, games, arts and crafts, along with visitors from the police and fire department. Thank you again for your generous donation!

Sincerely,

Melissa Schaller, Ph.D.
Executive Director of Student Services
651-423-8204

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October 24, 2024

Cub Foods

7850 Cahill Avenue

Inver Grove Heights, MN 55076

To whom it may concern,

Thank you for the gift card donation to Concord Education Center. It was used to purchase food for our Concord Cookout family engagement night. We had roughly 120 students and families attend with food, games, arts and crafts, along with visitors from the police and fire department. Thank you again for your generous donation!

Sincerely,

Melissa Schaller, Ph.D.

Executive Director of Student Services

651-423-8204

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1300 145th Street East, Rosemount, MN 55068

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

October 23, 2024

Eagan Lions Club
PO Box 22032
Eagan, MN 55122

To whom it may concern,

Thank you for your generous monetary donation to Alliance Education Center. It will be used for student and family engagement events and activities, including our spring family event and field trips. Thank you again for your generous donation!

Sincerely,

Melissa Schaller, Ph.D.
Executive Director of Student Services
651-423-8204

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8229 * <http://www.isd917.org>

Dr. Michael Favor

TO: School Board

FROM: Dr. Michael Favor

DATE: November 12, 2024

RE: Policies on Consent Agenda

The policies listed below are a final reading:

- **506 Student Discipline** - Adds unscheduled student removal provision
- **515 Protection and Privacy of Pupil Records** - adds information on sharing with educational institutions
- **522 Title IX Sex Nondiscrimination Policy, Grievance Procedure and Process** – revised the whole policy

506 STUDENT DISCIPLINE

[NOTE: School districts are required by statute to have a policy addressing these issues.]

I. PURPOSE

The purpose of this policy is to ensure that students are aware of and comply with the school district's expectations for student conduct. Such compliance will enhance the school district's ability to maintain discipline and ensure that there is no interference with the educational process. The school district will take appropriate disciplinary action when students fail to adhere to the Student Code of Conduct established by this policy.

II. GENERAL STATEMENT OF POLICY

The school board recognizes that individual responsibility and mutual respect are essential components of the educational process. The school board further recognizes that nurturing the maturity of each student is of primary importance and is closely linked with the balance that must be maintained between authority and self-discipline as the individual progresses from a child's dependence on authority to the more mature behavior of self-control.

All students are entitled to learn and develop in a setting which promotes respect of self, others, and property. Proper positive discipline can only result from an environment which provides options and stresses student self-direction, decision-making, and responsibility. Schools can function effectively only with internal discipline based on mutual understanding of rights and responsibilities.

Students must conduct themselves in an appropriate manner that maintains a climate in which learning can take place. Overall decorum affects student attitudes and influences student behavior. Proper student conduct is necessary to facilitate the education process and to create an atmosphere conducive to high student achievement.

Although this policy emphasizes the development of self-discipline, it is recognized that there are instances when it will be necessary to administer disciplinary measures. The position of the school district is that a fair and equitable district-wide student discipline policy will contribute to the quality of the student's educational experience. This discipline policy is adopted in accordance with and subject to the Minnesota Pupil Fair Dismissal Act, Minnesota Statutes, sections 121A.40-121A.56.

In view of the foregoing and in accordance with Minnesota Statutes, section 121A.55, the school board, with the participation of school district administrators, teachers, employees, students, parents, community members, and such other individuals and organizations as appropriate, has developed this policy which governs student conduct and applies to all students of the school district.

III. DEFINITIONS

- A. "Nonexclusionary disciplinary policies and practices" means policies and practices that are alternatives to dismissing a pupil from school, including but not limited to evidence-based positive behavior interventions and supports, social and emotional services, school-linked mental health services, counseling services, social work services, academic screening for Title 1 services or reading interventions, and alternative education services. Nonexclusionary disciplinary policies and practices include but are not limited to the policies and practices under Minnesota Statutes, sections 120B.12; 121A.575, clauses (1) and (2); 121A.031, subdivision 4, paragraph (a), clause (1); 121A.61, subdivision 3, paragraph (r); and 122A.627, clause (3).
- B. "Pupil withdrawal agreement" means a verbal or written agreement between a school administrator or district administrator and a pupil's parent to withdraw a student from the school district to avoid expulsion or exclusion dismissal proceedings. The duration of the withdrawal agreement cannot be for more than a 12-month period.

IV. POLICY

- A. The school board must establish written policies and rules to effectuate the purposes of the Minnesota Pupil Fair Dismissal Act. The policies must include nonexclusionary disciplinary policies and practices consistent with Minnesota Statutes, section 121A.41, subdivision 12, and must emphasize preventing dismissals through early detection of problems. The policies must be designed to address students' inappropriate behavior from recurring.
- B. The policies must recognize the continuing responsibility of the school for the education of the pupil during the dismissal period.
- C. The school is responsible for ensuring that alternative educational services, if the pupil wishes to take advantage of them, must be adequate to allow the pupil to make progress toward meeting the graduation standards adopted under Minnesota Statutes, section 120B.02 and help prepare the pupil for readmission in accordance with section Minnesota Statutes, section 121A.46, subdivision 5.
- D. For expulsion and exclusion dismissals and pupil withdrawal agreements as defined in Minnesota Statutes, section 121A.41, subdivision 13:
 - 1. for a pupil who remains enrolled in the school district or is awaiting enrollment in a new district, the school district's continuing responsibility includes reviewing the pupil's schoolwork and grades on a quarterly basis to ensure the pupil is on track for readmission with the pupil's peers. The school district must communicate on a regular basis with the pupil's parent or guardian to ensure that the pupil is completing the work assigned through the alternative educational services as defined in Minnesota Statutes, section 121A.41, subdivision 11. These services are required until the pupil enrolls in another school or returns to the same school;

2. a pupil receiving school-based or school-linked mental health services in the school district under Minnesota Statutes, section 245.4889 continues to be eligible for those services until the pupil is enrolled in a new district; and
3. the school district must provide to the pupil's parent or guardian information on accessing mental health services, including any free or sliding fee providers in the community. The information must also be posted on the school district website.

V. AREAS OF RESPONSIBILITY

- A. The School Board. The school board holds all school personnel responsible for the maintenance of order within the school district and supports all personnel acting within the framework of this discipline policy.
- B. Superintendent. The superintendent shall establish guidelines and directives to carry out this policy, hold all school personnel, students, and parents responsible for conforming to this policy, and support all school personnel performing their duties within the framework of this policy. The superintendent shall also establish guidelines and directives for using the services of appropriate agencies for assisting students and parents. Any guidelines or directives established to implement this policy shall be submitted to the school board for approval and shall be attached as an addendum to this policy.
- C. Administrators . The school administrators are given the responsibility and authority to formulate building rules and regulations necessary to enforce this policy, subject to final school board approval. The administrators shall give direction and support to all school personnel performing their duties within the framework of this policy. The administrators shall consult with parents of students conducting themselves in a manner contrary to the policy. The administrators shall also involve other professional employees in the disposition of Behavior referrals and shall make use of those agencies appropriate for assisting students and parents. An administrator , in exercising the person's lawful authority, may use reasonable force when it is necessary under the circumstances to correct or restrain a student to prevent bodily harm or death to the student or another. A administrator shall not use prone restraint and shall not inflict any form of physical holding that restricts or impairs a student's ability to breathe; restricts or impairs a student's ability to communicate distress; places pressure or weight on a student's head, throat, neck, chest, lungs, sternum, diaphragm, back, or abdomen; or results in straddling a student's torso.
- D. Teachers. All teachers shall be responsible for providing a well-planned teaching/learning environment and shall have primary responsibility for student conduct, with appropriate assistance from the administration. All teachers shall enforce the Code of Student Conduct, unless otherwise indicated in a student's Individualized Education Program (IEP). A teacher, in exercising the person's lawful authority, may use reasonable force when it is necessary under the circumstances to correct or restrain a student to prevent bodily harm or death to the student or another. A teacher shall not use prone restraint and shall not inflict any form of physical holding that restricts or impairs a student's ability to breathe; restricts or impairs a student's ability to communicate distress; places pressure or weight on a student's head, throat, neck, chest, lungs, sternum, diaphragm, back, or abdomen; or results in straddling a student's torso.

- E. Other School District Personnel. All school district personnel shall be responsible for contributing to the atmosphere of mutual respect within the school. Their responsibilities relating to student behavior shall be as authorized and directed by the superintendent. A school employee, school bus driver, or other agent of a school district, in exercising the person's lawful authority, may use reasonable force when it is necessary under the circumstances to restrain a student to prevent bodily harm or death to the student or another. A school employee, which does not include a school resource officer, shall not use prone restraint and shall not inflict any form of physical holding that restricts or impairs a student's ability to breathe; restricts or impairs a student's ability to communicate distress; places pressure or weight on a student's head, throat, neck, chest, lungs, sternum, diaphragm, back, or abdomen; or results in straddling a student's torso.

For the purpose of Minnesota Statutes, section 121A.582 (Student Discipline; Reasonable Force), a school resource officer, as defined in Minnesota Statutes, section 626.8482, subdivision 1, paragraph (c) is not a school employee or agent of the district.

- F. Parents or Legal Guardians. Parents and guardians shall be held responsible for the behavior of their children as determined by law and community practice. They are expected to cooperate with school authorities and to participate regarding the behavior of their children.
- G. Students. All students shall be held individually responsible for their behavior and for knowing and obeying the Code of Student Conduct and this policy, unless otherwise indicated in the student's Individualized Education Program (IEP).
- H. Community Members. Members of the community are expected to contribute to the establishment of an atmosphere in which rights and duties are effectively acknowledged and fulfilled.
- I. Reasonable Force Reports
1. The school district must report data on its use of any reasonable force used on a student with a disability to correct or restrain the student to prevent bodily harm or death to the student or another that is consistent with the definition of physical holding under Minnesota Statutes, section 125A.0941, paragraph (c), as outlined in section 125A.0942, subdivision 3, paragraph (b).
 2. Beginning with the 2024-2025 school year, the school district must report annually by July 15, in a form and manner determined by the MDE Commissioner, data from the prior school year about any reasonable force used on a general education student to correct or restrain the student to prevent bodily harm or death to the student or another that is consistent with the definition of physical holding under Minnesota Statutes, section 125A.0941, paragraph (c).
 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.

VI. STUDENT RIGHTS

All students have the right to an education and the right to learn.

VII. STUDENT RESPONSIBILITIES

All students have the responsibility:

- A. For their behavior and for knowing and obeying all school rules, regulations, policies, and procedures, unless otherwise indicated in the student's Individualized Education Program (IEP) ;
- B. To attend school daily, except when excused, and to be on time to all classes and other school functions;
- C. To pursue and attempt to complete the courses of study prescribed by the state and local school authorities, unless otherwise indicated in the student's Individualized Education Program (IEP);
- D. To make necessary arrangements for making up work when absent from school;
- E. To assist the school staff in maintaining a safe school for all students;
- F. To be aware of all school rules, regulations, policies, and procedures, including those in this policy, and to conduct themselves in accord with them, unless otherwise indicated in the student's Individualized Education Program (IEP);
- G. To assume that until a rule or policy is waived, altered, or repealed, it is in full force and effect;
- H. To be aware of and comply with federal, state, and local laws;
- I. To volunteer information in disciplinary cases should they have any knowledge relating to such cases and to cooperate with school staff as appropriate;
- J. To respect and maintain the school's property and the property of others;
- K. To dress and groom in a manner which meets standards of safety and health and common standards of decency and which is consistent with applicable school district policy;
- L. To avoid inaccuracies in student newspapers or publications and refrain from indecent or obscene language;
- M. To conduct themselves in an appropriate physical or verbal manner; and
- N. To recognize and respect the rights of others.

VIII. CODE OF STUDENT CONDUCT

- A. The following are examples of unacceptable behavior subject to disciplinary action by the school district. These examples are not intended to be an exclusive list. Any student who engages in any of these activities shall be disciplined in accordance with this policy. This policy applies to all school buildings, school grounds, and school property or property immediately adjacent to school grounds; school-sponsored activities or trips; school bus stops; school buses, school vehicles, school contracted vehicles, or any other vehicles approved for school district purposes; the area of entrance or departure from school premises or events; and all school-related functions, school-sponsored activities, events, or trips. School district property also may mean a student's walking route to or from school for purposes of attending school or school-related functions, activities, or events. While prohibiting unacceptable behavior subject to disciplinary action at these locations and events, the school district does not represent that it will provide supervision or assume liability at these locations and events. This policy also applies to any student whose conduct at any time or in any place interferes with or obstructs the mission or operations of the school district or the safety or welfare of the student, other students, or employees.
1. Violations against property including, but not limited to, damage to or destruction of school property or the property of others, failure to compensate for damage or destruction of such property, arson, breaking and entering, theft, robbery, possession of stolen property, extortion, trespassing, unauthorized usage, or vandalism;
 2. The use of profanity or obscene language, or the possession of obscene materials;
 3. Gambling, including, but not limited to, playing a game of chance for stakes;
 4. Violation of the school district's Hazing Prohibition Policy;
 5. Attendance problems including, but not limited to, truancy, absenteeism, tardiness, skipping classes, or leaving school grounds without permission;
 6. Violation of the school district's Student Attendance Policy;
 7. Opposition to authority using physical force or violence;
 8. Using, possessing, or distributing tobacco, tobacco-related devices, electronic cigarettes, or tobacco paraphernalia in violation of the school district's Tobacco-Free Environment; Possession and Use of Tobacco, Tobacco-Related Devices, and Electronic Delivery Devices Policy;
 9. Using, possessing, distributing, intending to distribute, making a request to another person for (solicitation), or being under the influence of alcohol or other intoxicating substances or look-alike substances;
 10. Using, possessing, distributing, intending to distribute, making a request to

another person for (solicitation), or being under the influence of narcotics, drugs, or other controlled substances (except as prescribed by a physician), or look-alike substances (these prohibitions include medical marijuana or medical cannabis, even when prescribed by a physician, and one student sharing prescription medication with another student);

11. Using, possessing, or distributing items or articles that are illegal or harmful to persons or property including, but not limited to, drug paraphernalia;
12. Using, possessing, or distributing weapons, or look-alike weapons or other dangerous objects;
13. Violation of the school district's Weapons Policy;
15. Possession of ammunition including, but not limited to, bullets or other projectiles designed to be used in or as a weapon;
16. Possession, use, or distribution of explosives or any compound or mixture, the primary or common purpose or intended use of which is to function as an explosive;
17. Possession, use, or distribution of fireworks or any substance or combination of substances or article prepared for the purpose of producing a visible or an audible effect by combustion, explosion, deflagration or detonation;
18. Using an ignition device, including a butane or disposable lighter or matches, inside an educational building and under circumstances where there is a risk of fire, except where the device is used in a manner authorized by the school;
19. Violation of any local, state, or federal law as appropriate;
20. Acts disruptive of the educational process, including, but not limited to, disobedience, disruptive or disrespectful behavior, defiance of authority, cheating, insolence, insubordination, failure to identify oneself, improper activation of fire alarms, or bomb threats;
21. Violation of the school district's Internet Acceptable Use and Safety Policy;
22. Use of a cell phone in violation of the school district's Internet Acceptable Use and Safety Policy;
23. Violation of school bus or transportation rules or the school district's Student Transportation Safety Policy;
24. Violation of parking or school traffic rules and regulations, including, but not limited to, driving on school property in such a manner as to endanger persons or property;
25. Violation of directives or guidelines relating to lockers or improperly gaining access to a school locker;

26. Violation of the school district's Search of Student Lockers, Desks, Personal Possessions, and Student's Person Policy;
27. ;
28. Possession or distribution of slanderous, libelous, or pornographic materials;
29. Violation of the school district's Bullying Prohibition Policy, unless otherwise indicated in the student's Individualized Education Program (IEP);
30. Student attire or personal grooming which creates a danger to health or safety or creates a disruption to the educational process, including clothing which bears a message which is lewd, vulgar, or obscene, apparel promoting products or activities that are illegal for use by minors, or clothing containing objectionable emblems, signs, words, objects, or pictures communicating a message that is racist, sexist, or otherwise derogatory to a protected minority group or which connotes gang membership;
31. Criminal activity;
32. Falsification of any records, documents, notes, or signatures;
33. Tampering with, changing, or altering records or documents of the school district by any method including, but not limited to, computer access or other electronic means;
34. Scholastic dishonesty which includes, but is not limited to, cheating on a school assignment or test, plagiarism, or collusion, including the use of picture phones or other technology to accomplish this end;
35. Impertinent or disrespectful words, symbols, acronyms, or language, whether oral or written, related to teachers or other school district personnel;
36. Violation of the school district's Harassment and Violence Policy;
37. Actions, including fighting or any other assaultive behavior, which causes or could cause injury to the student or other persons or which otherwise endangers the health, safety, or welfare of teachers, students, other school district personnel, or other persons;
38. Committing an act which inflicts great bodily harm upon another person, even though accidental or a result of poor judgment;
39. Violations against persons, including, but not limited to, assault or threatened assault, fighting, harassment, interference or obstruction, attack with a weapon, or look-alike weapon, sexual assault, illegal or inappropriate sexual conduct, or indecent exposure;

40. Verbal assaults or verbally abusive behavior including, but not limited to, use of words, symbols, acronyms, or language, whether oral or written, that are discriminatory, abusive, obscene, threatening, intimidating, degrading to other people, or threatening to school property;
41. Physical or verbal threats including, but not limited to, the staging or reporting of dangerous or hazardous situations that do not exist;
42. Inappropriate, abusive, threatening, or demeaning actions based on race, color, creed, religion, sex, marital status, status with regard to public assistance, disability, national origin, or sexual orientation;
- 43.
44. Violation of the school district's one-to-one device rules and regulations;
45. Violation of school rules, regulations, policies, or procedures, including, but not limited to, those policies specifically enumerated in this policy;
46. Other acts, as determined by the school district, which are disruptive of the educational process or dangerous or detrimental to the student or other students, school district personnel or surrounding persons, or which violate the rights of others or which damage or endanger the property of the school, or which otherwise interferes with or obstruct the mission or operations of the school district or the safety or welfare of students or employees.

IX. RECESS AND OTHER BREAKS

- A. "Recess detention" means excluding or excessively delaying a student from participating in a scheduled recess period as a consequence for student behavior. Recess detention does not include, among other things, providing alternative recess at the student's choice.
- B. The school district is encouraged to ensure student access to structured breaks from the demands of school and to support teachers, principals, and other school staff in their efforts to use evidence-based approaches to reduce exclusionary forms of discipline.
- C. The school district must not use recess detention unless:
 1. a student causes or is likely to cause serious physical harm to other students or staff;
 2. the student's parent or guardian specifically consents to the use of recess detention; or
 3. for students receiving special education services, the student's individualized education program team has determined that withholding recess is appropriate based on the individualized needs of the student.

- D. The school district must not withhold recess from a student based on incomplete schoolwork.
- E. The school district must require school staff to make a reasonable attempt to notify a parent or guardian within 24 hours of using recess detention.
- F. The school district must compile information on each recess detention at the end of each school year, including the student's age, grade, gender, race or ethnicity, and special education status. This information must be available to the public upon request. The school district is encouraged to use the data in professional development promoting the use of nonexclusionary discipline.
- G. The school district must not withhold or excessively delay a student's participation in scheduled mealtimes. This section does not alter a district or school's existing responsibilities under Minnesota Statutes, section 124D.111 or other state or federal law.

X. DISCIPLINARY ACTION OPTIONS

The general policy of the school district is to utilize progressive discipline to the extent reasonable and appropriate based upon the specific facts and circumstances of student misconduct. The specific form of discipline chosen in a particular case is solely within the discretion of the school district. At a minimum, violation of school district code of conduct, rules, regulations, policies, or procedures will result in discussion of the violation and a verbal warning. The school district shall, however, impose more severe disciplinary sanctions for any violation, including exclusion or expulsion, if warranted by the student's misconduct, as determined by the school district. Disciplinary action may include, but is not limited to, one or more of the following:

- A. Student conference with teacher, principal, counselor, or other school district personnel, and verbal warning;
- B. Confiscation by school district personnel and/or by law enforcement of any item, article, object, or thing, prohibited by, or used in the violation of, any school district policy, rule, regulation, procedure, or state or federal law. If confiscated by the school district, the confiscated item, article, object, or thing will be released only to the parent/guardian following the completion of any investigation or disciplinary action instituted or taken related to the violation.
- C. Parent contact;
- D. Parent conference or IEP meeting, if the student received special education services;
- E. Removal from class;
- F. In-school suspension;
- G. Suspension from extracurricular activities;
- H. Detention or restriction of privileges;

- I. Loss of school privileges;
- J. In-school monitoring or revised class schedule;
- K. Referral to in-school support services;
- L. Referral to community resources or outside agency services;
- M. Financial restitution;
- N. Referral to police, other law enforcement agencies, or other appropriate authorities;
- O. A request for a petition to be filed in district court for juvenile delinquency adjudication;
- P. Out-of-school suspension under the Pupil Fair Dismissal Act;
- Q. Preparation of an admission or readmission plan;
- R.
- S. Expulsion under the Pupil Fair Dismissal Act;
- T. Exclusion under the Pupil Fair Dismissal Act; and/or
- U. Other disciplinary action as deemed appropriate by the school district.

XI. REMOVAL OF STUDENTS FROM CLASS

- A. The teacher of record shall have the general control and government of the classroom. Teachers have the responsibility of attempting to modify disruptive student behavior by such means as conferring with the student, using positive reinforcement, assigning detention or other consequences, or contacting the student's parents and IEP team when the student received special education services. When such measures fail, or when the teacher determines it is otherwise appropriate based upon the student's conduct, the teacher shall have the authority to remove the student from class pursuant to the procedures established by this discipline policy. "Removal from class" and "removal" mean any actions taken by a teacher, principal, or other school district employee to prohibit a student from attending a class or activity period for a period of time not to exceed five (5) days, pursuant to this discipline policy.

Grounds for removal from class shall include any of the following:

- 1. Willful conduct that significantly disrupts the rights of others to an education, including conduct that interferes with a teacher's ability to teach or communicate effectively with students in a class or with the ability of other students to learn;
- 2. Willful conduct that endangers surrounding persons, including school district employees, the student or other students, or the property of the school;

3. Willful violation of any school rules, regulations, policies or procedures, including the Code of Student Conduct in this policy; or
4. Other conduct, which in the discretion of the teacher or administration, requires removal of the student from class.

Such removal shall be for at least one (1) activity period or class period of instruction for a given course of study and shall not exceed five (5) such periods.

A student must be removed from class immediately if the student engages in assault or violent behavior. "Assault" is an act done with intent to cause fear in another of immediate bodily harm or death; or the intentional infliction of, or attempt to inflict, bodily harm upon another.

- B. If a student is removed from class more than ten (10) times in a school year, the school district shall notify the parent or guardian of the student's tenth removal from class and make reasonable attempts to convene a meeting with the student's parent or guardian to discuss the problem that is causing the student to be removed from class.

[Note: The following Sections C. - J. must be developed and inserted by each school district based upon individual district practices, procedures, and preferences. School districts may consider developing and inserting procedures identified in Sections K-N.]

C. Procedures for Removal of a Student From a Class.

For students with Individualized Education Programs who receive special education services through Intermediate District 917's programs, any removal of a student from class must adhere to and align with the strategies, tools, and interventions outlined in the accommodations, modifications, Positive Behavior Support Plan, and Crisis Plan sections of the student's IEP.

For students who attend classes through Intermediate District 917's Dakota County Alternative School (DCALS) and Career & Technical Education (CTE) program ("Secondary Schools"), students may be removed from class as outlined in the Secondary School Student Culture Guide. DCALS and CTE divide problematic student behaviors into four levels of violations and provide examples of interventions and disciplinary responses. Non-disciplinary interventions and restorative responses are prioritized whenever possible for students to learn and practice appropriate responses and comportment.

Level I interventions are generally addressed by school staff members with a focus on re-teaching safe and respectful behaviors. Time out of class, part of a day of dismissal, or suspension may occur depending on the severity and frequency of the violation.

Level II interventions will result in dismissal from school for part of a day, an entire day, or multiple days. Based on severity, they may also result in notification of law enforcement.

Level III violations will result in the suspension of a student and possible notification of law enforcement.

Level IV violations require the principal to notify law enforcement and make a referral for an expulsion to the superintendent or designee.

XII. DISMISSAL

- A. "Dismissal" means the denial of the current educational program to any student, including exclusion, expulsion, and suspension. Dismissal does not include removal from class.

The school district shall not deny due process or equal protection of the law to any student involved in a dismissal proceeding which may result in suspension, exclusion or expulsion.

The school district shall not dismiss any student without attempting to use nonexclusionary disciplinary policies and procedures before dismissal proceedings or pupil withdrawal agreements, except where it appears that the student will create an immediate and substantial danger to self or to surrounding persons or property.

The use of exclusionary practices for early learners as defined in Minnesota Statutes, section 121A.425, is prohibited. The use of exclusionary practices to address attendance and truancy issues is prohibited.

- B. Violations leading to suspension, based upon severity, may also be grounds for actions leading to expulsion, and/or exclusion. A student may be dismissed on any of the following grounds:

1. Willful violation of any reasonable school board regulation, including those found in this policy;
2. Willful conduct that significantly disrupts the rights of others to an education, or the ability of school personnel to perform their duties, or school sponsored extracurricular activities; or
3. Willful conduct that endangers the student or other students, or surrounding persons, including school district employees, or property of the school.

- C. Disciplinary Dismissals Prohibited

1. A pupil enrolled in the following is not subject to dismissals under the Pupil Fair Dismissal Act:
 - a. a preschool or prekindergarten program, including an early childhood family education, school readiness, voluntary prekindergarten, Head Start, or other school-based preschool or prekindergarten program; or

b. kindergarten through Grade 3.

2. This section does not apply to a dismissal from school for less than one school day, except as provided under Minnesota Statutes, chapter 125A and federal law for a student receiving special education services.
3. Notwithstanding this section, expulsions and exclusions may be used only after resources outlined under nonexclusionary discipline have been exhausted, and only in circumstances where there is an ongoing serious safety threat to the child or others.

D. Suspension Procedures

1. "Suspension" means an action by the school administration, under rules promulgated by the school board, prohibiting a student from attending school for a period of no more than ten (10) school days; provided, however, if a suspension is longer than five (5) school days, the suspending administrator shall provide the superintendent with a reason for the longer term of suspension. This definition does not apply to dismissal for one (1) school day or less where a student with a disability does not receive regular or special education instruction during that dismissal period.
2. School administration must allow a suspended pupil the opportunity to complete all school work assigned during the period of the pupil's suspension and to receive full credit for satisfactorily completing the assignments. The school principal or other person having administrative control of the school building or program is encouraged to designate a district or school employee as a liaison to work with the pupil's teachers to allow the suspended pupil to (1) receive timely course materials and other information, and (2) complete daily and weekly assignments and receive teachers' feedback.
3. If a student's total days of removal from school exceed ten (10) cumulative days in a school year, the school district shall make reasonable attempts to convene a meeting with the student and the student's parent or guardian before subsequently removing the student from school and, with the permission of the parent or guardian, arrange for a mental health screening for the student at the parent or guardian's expense. The purpose of this meeting is to attempt to determine the student's need for assessment or other services or whether the parent or guardian should have the student assessed or diagnosed to determine whether the student needs treatment for a mental health disorder.
4. The definition of suspension under Minnesota Statutes, section 121A.41, subdivision 10, does not apply to a student's dismissal from school for less than one day, except as provided under federal law for a student with a disability. Each suspension action may include a readmission plan. The plan shall include, where appropriate, a provision for implementing alternative educational services upon readmission which must not be used to extend the current suspension. A readmission plan must not obligate a parent or guardian to provide psychotropic drugs to their student as a condition of readmission. School administration must

not use the refusal of a parent or guardian to consent to the administration of psychotropic drugs to their student or to consent to a psychiatric evaluation, screening, or examination of the student as a ground, by itself, to prohibit the student from attending class or participating in a school-related activity, or as a basis of a charge of child abuse, child neglect, or medical or educational neglect. The school administration may not impose consecutive suspensions against the same student for the same course of conduct, or incident of misconduct, except where the student will create an immediate and substantial danger to self or to surrounding persons or property or where the school district is in the process of initiating an expulsion, in which case the school administration may extend the suspension to a total of fifteen (15) days.

5. A child with a disability may be suspended. When a child with a disability has been suspended for more than five (5) consecutive days or ten (10) cumulative school days in the same year, and that suspension does not involve a recommendation for expulsion or exclusion or other change in placement under federal law, relevant members of the child's IEP team, including at least one of the child's teachers, shall meet and determine the extent to which the child needs services in order to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals in the child's IEP. That meeting must occur as soon as possible, but no more than ten (10) days after the sixth (6th) consecutive day of suspension or the tenth (10th) cumulative day of suspension has elapsed.
6. Alternative education services must be provided to a pupil who is suspended for more than five (5) consecutive school days. Alternative educational services may include, but are not limited to, special tutoring, modified curriculum, modified instruction, other modifications or adaptations, instruction through electronic media, special education services as indicated by appropriate assessments, homebound instruction, supervised homework, or enrollment in another district or in an alternative learning center under Minnesota Statutes, section 123A.05 selected to allow the student to progress toward meeting graduation standards under Minnesota Statutes, section 120B.02, although in a different setting.
7. The school administration shall not suspend a student from school without an informal administrative conference with the student. The informal administrative conference shall take place before the suspension, except where it appears that the student will create an immediate and substantial danger to self or to surrounding persons or property, in which case the conference shall take place as soon as practicable following the suspension. At the informal administrative conference, a school administrator shall notify the student of the grounds for the suspension, provide an explanation of the evidence the authorities have, and the student may present the student's version of the facts. A separate administrative conference is required for each period of suspension.
9. A written notice containing the grounds for suspension, a brief statement of the facts, a description of the testimony, a readmission plan, and a copy of the

Minnesota Pupil Fair Dismissal Act, Minnesota Statutes, sections 121A.40-121A.56, shall be personally served upon the student at or before the time the suspension is to take effect, and upon the student's parent or guardian by mail within forty-eight (48) hours of the conference. (See attached sample Notice of Suspension.)

10. The school administration shall make reasonable efforts to notify the student's parent or guardian of the suspension by telephone as soon as possible following suspension.
11. In the event a student is suspended without an informal administrative conference on the grounds that the student will create an immediate and substantial danger to surrounding persons or property, the written notice shall be served upon the student and the student's parent or guardian within forty-eight (48) hours of the suspension. Service by mail shall be complete upon mailing.
12. Notwithstanding the foregoing provisions, the student may be suspended pending the school board's decision in an expulsion or exclusion proceeding, provided that alternative educational services are implemented to the extent that suspension exceeds five (5) consecutive school days.

E. Expulsion and Exclusion Procedures

1. "Expulsion" means a school board action to prohibit an enrolled student from further attendance for up to twelve (12) months from the date the student is expelled. The authority to expel rests with the school board.
2. "Exclusion" means an action taken by the school board to prevent enrollment or re-enrollment of a student for a period that shall not extend beyond the school year. The authority to exclude rests with the school board.
3. All expulsion and exclusion proceedings will be held pursuant to and in accordance with the provisions of the Minnesota Pupil Fair Dismissal Act, Minnesota Statutes, sections 121A.40-121A.56.
4. No expulsion or exclusion shall be imposed without a hearing, unless the right to a hearing is waived in writing by the student and parent or guardian.
5. The student and parent or guardian shall be provided written notice of the school district's intent to initiate expulsion or exclusion proceedings. This notice shall be served upon the student and his or her parent or guardian personally or by mail, and shall contain a complete statement of the facts; a list of the witnesses and a description of their testimony; state the date, time and place of hearing; be accompanied by a copy of the Pupil Fair Dismissal Act, Minnesota Statutes, sections 121A.40-121A.56; describe the nonexclusionary disciplinary practices accorded the student in an attempt to avoid the expulsion proceedings; and inform the student and parent or guardian of their right to: (1) have a representative of the student's own choosing, including legal counsel at the

hearing; (2) examine the student's records before the hearing; (3) present evidence; and (4) confront and cross-examine witnesses. The school district must advise the student's parent or guardian that free or low-cost legal assistance may be available and that a legal assistance resource list is available from the Minnesota Department of Education (MDE) and is posted on its website.

6. The hearing shall be scheduled within ten (10) days of the service of the written notice unless an extension, not to exceed five (5) days, is requested for good cause by the school district, student, parent, or guardian.
7. All hearings shall be held at a time and place reasonably convenient to the student, parent, or guardian and shall be closed, unless the student, parent, or guardian requests an open hearing.
8. The school district shall record the hearing proceedings at district expense, and a party may obtain a transcript at its own expense.
9. The student shall have a right to a representative of the student's own choosing, including legal counsel, at the student's sole expense. The school district shall advise the student's parent or guardian that free or low-cost legal assistance may be available and that a legal assistance resource list is available from MDE. The school board may appoint an attorney to represent the school district in any proceeding.
10. If the student designates a representative other than the parent or guardian, the representative must have a written authorization from the student and the parent or guardian providing them with access to and/or copies of the student's records.
11. All expulsion or exclusion hearings shall take place before and be conducted by an independent hearing officer designated by the school district. The hearing shall be conducted in a fair and impartial manner. Testimony shall be given under oath and the hearing officer shall have the power to issue subpoenas and administer oaths.
12. At a reasonable time prior to the hearing, the student, parent or guardian, or authorized representative shall be given access to all school district records pertaining to the student, including any tests or reports upon which the proposed dismissal action may be based.
13. The student, parent or guardian, or authorized representative, shall have the right to compel the presence of any school district employee or agent or any other person who may have evidence upon which the proposed dismissal action may be based, and to confront and cross-examine any witnesses testifying for the school district.
14. The student, parent or guardian, or authorized representative, shall have the right to present evidence and testimony, including expert psychological or educational testimony.

15. The student cannot be compelled to testify in the dismissal proceedings.
16. The hearing officer shall prepare findings and a recommendation based solely upon substantial evidence presented at the hearing, which must be made to the school board and served upon the parties within two (2) days after the close of the hearing.
17. The school board shall base its decision upon the findings and recommendation of the hearing officer and shall render its decision at a meeting held within five (5) days after receiving the findings and recommendation. The school board may provide the parties with the opportunity to present exceptions and comments to the hearing officer's findings and recommendation provided that neither party presents any evidence not admitted at the hearing. The decision by the school board must be based on the record, must be in writing, and must state the controlling facts on which the decision is made in sufficient detail to apprise the parties and the Commissioner of the Minnesota Department of Education (Commissioner) of the basis and reason for the decision.
18. A party to an expulsion or exclusion decision made by the school board may appeal the decision to the Commissioner within twenty-one (21) calendar days of school board action pursuant to Minnesota Statutes, section 121A.49. The decision of the school board shall be implemented during the appeal to the Commissioner.
19. The school district shall report any suspension, expulsion or exclusion action taken to the appropriate public service agency, when the student is under the supervision of such agency.
20. The school district must report, through the MDE electronic reporting system, each expulsion or exclusion within thirty (30) days of the effective date of the action to the Commissioner. This report must include a statement of alternative educational services given the student and the reason for, the effective date, and the duration of the exclusion or expulsion. The report must also include the student's age, grade, gender, race, and special education status. The dismissal report must include state student identification numbers of affected students.
21. Whenever a student fails to return to school within ten (10) school days of the termination of dismissal, a school administrator shall inform the student and his/her parent or guardian by mail of the student's right to attend and to be reinstated in the school district.

XIII. ADMISSION OR READMISSION PLAN

A school administrator must prepare and enforce an admission or readmission plan for any student who is excluded or expelled from school. The plan must include measures to improve the student's behavior, which may include completing a character education program consistent with Minnesota Statutes, section 120B.232, subdivision 1, social and emotional learning, counseling, social work services, mental health services, referrals for special education or 504 evaluation, and

evidence-based academic interventions. The plan must include reasonable attempts to obtain parental involvement in the admission or readmission process, and may indicate the consequences to the student of not improving the student's behavior. The readmission plan must not obligate parents to provide a sympathomimetic medication for their child as a condition of readmission.

XIV. NOTIFICATION OF POLICY VIOLATIONS

Notification of any violation of this policy and resulting disciplinary action shall be as provided herein, or as otherwise provided by the Pupil Fair Dismissal Act or other applicable law. The teacher, principal or other school district official may provide additional notification as deemed appropriate.

In addition, the school district must report, through the MDE electronic reporting system, each exclusion or expulsion, each physical assault of a school district employee by a pupil, and each pupil withdrawal agreement within thirty (30) days of the effective date of the dismissal action, pupil withdrawal, or assault, to the MDE Commissioner. This report must include a statement of the nonexclusionary disciplinary practices, or other sanction, intervention, or resolution in response to the assault given to the pupil and the reason for, the effective date, and the duration of the exclusion or expulsion or other sanction, intervention, or resolution. The report must also include the pupil's age, grade, gender, race, and special education status.

XV. STUDENT DISCIPLINE RECORDS

The policy of the school district is that complete and accurate student discipline records be maintained. The collection, dissemination, and maintenance of student discipline records shall be consistent with applicable school district policies and federal and state law, including the Minnesota Government Data Practices Act, Minnesota Statutes, chapter 13.

XVI. STUDENTS WITH DISABILITIES

Students who are currently identified as eligible under the IDEA or Section 504 will be subject to the provisions of this policy, unless the student's IEP or 504 plan specifies a necessary modification.

Before initiating an expulsion or exclusion of a student with a disability, relevant members of the child's IEP team and the child's parent shall, consistent with federal law, conduct a manifestation determination and determine whether the child's behavior was (i) caused by or had a direct and substantial relationship to the child's disability and (ii) whether the child's conduct was a direct result of a failure to implement the child's IEP. If the student's educational program is appropriate and the behavior is not a manifestation of the student's disability, the school district will proceed with discipline – up to and including expulsion – as if the student did not have a disability, unless the student's educational program provides otherwise. If the team determines that the behavior subject to discipline is a manifestation of the student's disability, the team shall conduct a functional behavioral assessment and implement a behavioral intervention plan for such student provided that the school district had not conducted such assessment prior to the manifestation determination before the behavior that resulted in a change of placement. Where a behavioral intervention plan previously has been developed, the team will review the behavioral intervention plan and modify it as necessary to address the behavior.

When a student who has an IEP is excluded or expelled for misbehavior that is not a manifestation of the student's disability, the school district shall continue to provide special education and related services during the period of expulsion or exclusion.

XVII. OPEN ENROLLED STUDENTS

The school district may terminate the enrollment of a nonresident student enrolled under an Enrollment Option Program (Minnesota Statutes, section 124D.03) or Enrollment in Nonresident District (Minnesota Statutes, section 124D.08) at the end of a school year if the student meets the definition of a habitual truant, the student has been provided appropriate services for truancy (Minnesota Statutes, chapter 260A), and the student's case has been referred to juvenile court. The school district may also terminate the enrollment of a nonresident student over the age of seventeen (17) enrolled under an Enrollment Options Program if the student is absent without lawful excuse for one or more periods on fifteen (15) school days and has not lawfully withdrawn from school.

XVIII. DISCIPLINE COMPLAINT PROCEDURE

Students, parents and other guardians, and school staff may file a complaint and seek corrective action when the requirements of the Minnesota Pupil Fair Dismissal Act, including the implementation of the local behavior and discipline policies, are not being implemented appropriately or are being discriminately applied.

The Discipline Complaint Procedure must, at a minimum:

1. provide procedures for communicating this policy including the ability for a parent to appeal a decision under Minnesota Statutes, section 121A.49 that contains explicit instructions for filing the complaint;
2. provide an opportunity for involved parties to submit additional information related to the complaint;
3. provide a procedure to begin to investigate complaints within three school days of receipt, and identify personnel who will manage the investigation and any resulting record and are responsible for keeping and regulating access to any record;
4. provide procedures for issuing a written determination to the complainant that addresses each allegation and contains findings and conclusions;
5. if the investigation finds the requirements of Minnesota Statutes, sections 121A.40 to 121A.61, including any local policies that were not implemented appropriately, contain procedures that require a corrective action plan to correct a student's record and provide relevant staff with training, coaching, or other accountability practices to ensure appropriate compliance with policies in the future; and
6. prohibit reprisals or retaliation against any person who asserts, alleges, or reports a complaint, and provide procedures for applying appropriate consequences for a person who engages in reprisal or retaliation.

XIX. DISTRIBUTION OF POLICY

The school district will notify students and parents of the existence and contents of this policy in such manner as it deems appropriate. Copies of this discipline policy shall be made available to all students and parents at the commencement of each school year and to all new students and parents upon enrollment. This policy shall also be available upon request in each principal's office.

XX. REVIEW OF POLICY

The principal and representatives of parents, students and staff in each school building shall confer at least annually to review this discipline policy, determine if the policy is working as intended, and to assess whether the discipline policy has been enforced. Any recommended changes shall be submitted to the superintendent for consideration by the school board, which shall conduct an annual review of this policy.

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 120B.02 (Educational Expectations and Graduation Requirements for Minnesota Students)
Minn. Stat. § 120B.232 (Character Development Education)
Minn. Stat. § 121A.26 (School Preassessment Teams)
Minn. Stat. § 121A.29 (Reporting; Chemical Abuse)
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 121A.575 (Alternatives to Pupil Suspension)
Minn. Stat. § 121A.58 (Corporal Punishment; Prone Restraint; And Certain Physical Holds)
Minn. Stat. § 121A.582 (Student Discipline; Reasonable Force)
Minn. Stat. §§ 121A.60 (Definitions)
Minn. Stat. § 121A.61 (Discipline and Removal of Students from Class)
Minn. Stat. § 121A.611 (Recess and Other Breaks)
Minn. Stat. § 122A.42 (General Control of Schools)
Minn. Stat. § 123A.05 (State-Approved Alternative Program Organization)
Minn. Stat. § 124D.03 (Enrollment Options Program)
Minn. Stat. § 124D.08 (School Boards' Approval to Enroll in Nonresident District; Exceptions)
Minn. Stat. Ch. 125A (Special Education and Special Programs)
Minn. Stat. § 152.22, Subd. 6 (Definitions)
Minn. Stat. § 152.23 (Limitations)
Minn. Stat. Ch. 260A (Truancy)
Minn. Stat. Ch. 260C (Juvenile Safety and Placement)
20 U.S.C. §§ 1400-1487 (Individuals with Disabilities Education Act)
29 U.S.C. § 794 *et seq.* (Rehabilitation Act of 1973, § 504)
34 C.F.R. § 300.530(e)(1) (Manifestation Determination)

Cross References: MSBA/MASA Model Policy 413 (Harassment and Violence)
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 501 (School Weapons)

MSBA/MASA Model Policy 502 (Search of Student Lockers, Desks, Personal Possessions, and Student's Person)
MSBA/MASA Model Policy 503 (Student Attendance)
MSBA/MASA Model Policy 505 (Distribution of Nonschool-Sponsored Materials on School Premises by Students and Employees)
MSBA/MASA Model Policy 507.5 (School Resource Officers)
MSBA/MASA Model Policy 514 (Bullying Prohibition Policy)
MSBA/MASA Model Policy 524 (Internet Acceptable Use and Safety Policy)
MSBA/MASA Model Policy 525 (Violence Prevention)
MSBA/MASA Model Policy 526 (Hazing Prohibition)
MSBA/MASA Model Policy 527 (Student Use and Parking of Motor Vehicles; Patrols, Inspections, and Searches)
MSBA/MASA Model Policy 610 (Field Trips)
MSBA/MASA Model Policy 709 (Student Transportation Safety Policy)
MSBA/MASA Model Policy 711 (Video Recording on School Buses)
MSBA/MASA Model Policy 712 (Video Surveillance Other Than on Buses)

515 PROTECTION AND PRIVACY OF PUPIL RECORDS

I. PURPOSE

The school district recognizes its responsibility in regard to the collection, maintenance, and dissemination of pupil records and the protection of the privacy rights of students as provided in federal law and state statutes.

II. GENERAL STATEMENT OF POLICY

The following procedures and policies regarding the protection and privacy of parents and/or guardians and students are adopted by the school district, pursuant to the requirements of 20– United States Code section 1232g, *et seq.*, (Family Educational Rights and Privacy Act (FERPA)) 34 Code of Federal Regulations part 99 and consistent with the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes, chapter 13, and Minnesota Rules Parts 1205.0100-1205.2000.

III. DEFINITIONS

A. Authorized Representative

“Authorized representative” means any entity or individual designated by the school district, state, or an agency headed by an official of the Comptroller of the United States, the Attorney General of the United States, the Secretary of the U.S. Department of Education, or state and local educational authorities to conduct, with respect to federal or state supported education programs, any audit or evaluation or any compliance or enforcement activity in connection with federal legal requirements that relate to these programs.

B. Biometric Record

“Biometric record,” as referred to in “Personally Identifiable,” means a record of one or more measurable biological or behavioral characteristics that can be used for automated recognition of an individual (e.g., fingerprints, retina and iris patterns, voice prints, DNA sequence, facial characteristics, and handwriting).

C. Dates of Attendance

“Dates of attendance,” as referred to in “Directory Information,” means the period of time during which a student attends or attended a school or schools in the school district, including attendance in person or by paper correspondence, telecommunications technologies for students who are not in the classroom, and

including the period during which a student is working under a work-study program. The term does not include specific daily records of a student's attendance at a school or schools in the school district.

D. Directory Information

1. **Under federal law**, “directory information” under federal law, means information contained in an education record of a student; would not generally be considered harmful or an invasion of privacy if disclosed. It includes, but is not limited to: the student’s name; date of birth; major field of study; dates of attendance; grade level; enrollment status (i.e., full-time or part-time); participation in officially recognized activities and sports; weight and height of members of athletic teams; degrees, honors and awards received; and the most recent educational agency or institution attended. It also includes the name of the student’s parent(s) and/or guardians. Directory information does not include:
 - a. a student’s social security number;
 - b. a student’s identification number (ID), user ID, or other unique personal identifier used by a student for purposes of accessing or communicating in electronic systems if the identifier may be used to access education records without use of one or more factors that authenticate the student’s identity such as a personal identification number (PIN), password, or other factor known or possessed only by the authorized user;
 - c. a student ID or other unique personal identifier that is displayed on a student ID badge if the identifier can be used to gain access to educational records when used in conjunction with one or more factors that authenticate the student’s identity, such as a PIN, password, or other factor known or possessed only by the student;
 - d. personally identifiable data which references religion, race, color, social position, or nationality; or
 - e. data collected from nonpublic school students, other than those who receive shared time educational services, unless written consent is given by the student’s parent or guardian.
2. Under Minnesota law, a school district may not designate a student’s home address, telephone number, email address, or other personal contact information as “directory information.” **Minnesota law prohibits schools from designating student contact information as “directory information” despite the FERPA definition. Minnesota schools should comply with Minnesota law and should not include student contact information in their definition of “directory information.”**

E. Education Records

1. What constitutes “education records.” Education records means those records that are: (1) directly related to a student; and (2) maintained by the school district or by a party acting for the school district.
2. What does not constitute education records. The term “education records” does not include:
 - a. Records of instructional personnel that are:
 - (1) kept in the sole possession of the maker of the record;
 - (2) used only as a personal memory aid;
 - (3) not accessible or revealed to any other individual except a temporary substitute teacher; and
 - (4) destroyed at the end of the school year.
 - b. Records of a law enforcement unit of the school district, provided education records maintained by the school district are not disclosed to the unit, and the law enforcement records are:
 - (1) maintained separately from education records;
 - (2) maintained solely for law enforcement purposes; and
 - (3) disclosed only to law enforcement officials of the same jurisdiction.
 - c. Records relating to an individual, including a student, who is employed by the school district which:
 - (1) are made and maintained in the normal course of business;
 - (2) relate exclusively to the individual in that individual’s capacity as an employee; and
 - (3) are not available for use for any other purpose.

However, records relating to an individual in attendance at the school district who is employed as a result of their status as a student are education records.
 - d. Records relating to an eligible student, or a student attending an institution of post-secondary education, that are:

- (1) made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in their professional or paraprofessional capacity or assisting in that capacity;
 - (2) made, maintained, or used only in connection with the provision of treatment to the student; and
 - (3) disclosed only to individuals providing the treatment; provided that the records can be personally reviewed by a physician or other appropriate professional of the student's choice. For the purpose of this definition, "treatment" does not include remedial educational activities or activities that are a part of the program of instruction within the school district.
- e. Records created or received by the school district after an individual is no longer a student at the school district and that are not directly related to the individual's attendance as a student.
 - f. Grades on peer-related papers before the papers are collected and recorded by a teacher.

F. Education Support Services Data

"Education support services data" means data on individuals collected, created, maintained, used, or disseminated relating to programs administered by a government entity or entity under contract with a government entity designed to eliminate disparities and advance equities in educational achievement for youth by coordinating services available to participants, regardless of the youth's involvement with other government services. Education support services data does not include welfare data under Minnesota Statutes section 13.46.

Unless otherwise provided by law, all education support services data are private data on individuals and must not be disclosed except according to Minnesota Statutes section 13.05 or a court order.

G. Eligible Student

"Eligible student" means a student who has attained eighteen (18) years of age or is attending an institution of post-secondary education.

H. Juvenile Justice System

"Juvenile justice system" includes criminal justice agencies and the judiciary when involved in juvenile justice activities.

I. Legitimate Educational Interest

“Legitimate educational interest” includes an interest directly related to classroom instruction, teaching, student achievement and progress, discipline of a student, student health and welfare, and the ability to respond to a request for education data. It includes a person’s need to know in order to:

1. Perform an administrative task required in the school or employee’s contract or position description approved by the school board;
2. Perform a supervisory or instructional task directly related to the student’s education;
3. Perform a service or benefit for the student or the student’s family such as health care, counseling, student job placement, or student financial aid; or
4. Perform a task directly related to responding to a request for data.

J. Parent

“Parent” means a parent of a student and includes a natural parent, a guardian, or an individual acting as a parent of the student in the absence of a parent or guardian. The school district may presume the parent **or guardian** has the authority to exercise the rights provided herein, unless it has been provided with evidence that there is a state law or court order governing such matters as marriage dissolution, separation or child custody, or a legally binding instrument which provides to the contrary.

K. Personally Identifiable

“Personally identifiable” means that the data or information includes, but is not limited to: (a) a student’s name; (b) the name of the student’s parent **or guardian** or other family member; (c) the address of the student or student’s family; (d) a personal identifier such as the student’s social security number or student number or biometric record; (e) other indirect identifiers, such as the student’s date of birth, place of birth, and mother’s maiden name; (f) other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty; or (g) information requested by a person who the school district reasonably believes knows the identity of the student to whom the education record relates.

L. Record

“Record” means any information or data recorded in any way including, but not limited to, handwriting, print, computer media, video or audio tape, film, microfilm, and microfiche.

M. Responsible Authority

“Responsible authority” means Superintendent of Schools or designee.

N. Student

“Student” includes any individual who is or has been in attendance, enrolled, or registered at the school district and regarding whom the school district maintains education records. Student also includes applicants for enrollment or registration at the school district and individuals who receive shared time educational services from the school district.

O. School Official

“School official” includes: (a) a person duly elected to the school board; (b) a person employed by the school board in an administrative, supervisory, instructional, or other professional position; (c) a person employed by the school board as a temporary substitute in a professional position for the period of their performance as a substitute; (d) a person employed by, or under contract to, the school board to perform a special task such as a secretary, a clerk, a public information officer or data practices compliance official, an attorney, or an auditor for the period of their performance as an employee or contractor; and (e) School Resource Officers are considered “school officials” only when performing their duties as a School Resource Officer.

P. Summary Data

“Summary data” means statistical records and reports derived from data on individuals but in which individuals are not identified and from which neither their identities nor any other characteristic that could uniquely identify the individual is ascertainable.

Q. Other Terms and Phrases

All other terms and phrases shall be defined in accordance with applicable state and federal law or ordinary customary usage.

IV. GENERAL CLASSIFICATION

State law provides that all data collected, created, received, or maintained by a school district are public unless classified by state or federal law as not public or private or confidential. State law classifies all data on individuals maintained by a school district which relates to a student as private data on individuals. This data may not be disclosed to parties other than the parent **or guardian** or eligible student without consent, except pursuant to a valid court order, certain state statutes authorizing access, and the provisions of FERPA and the regulations promulgated thereunder.

V. STATEMENT OF RIGHTS

A. Rights of Parents and Eligible Students

Parents and eligible students have the following rights under this policy:

1. The right to inspect and review the student's education records;
2. The right to request the amendment of the student's education records to ensure that they are not inaccurate, misleading, or otherwise in violation of the student's privacy or other rights;
3. The right to consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that such consent is not required for disclosure pursuant to this policy, state or federal law, or the regulations promulgated thereunder;
4. The right to refuse release of names, addresses, and home telephone numbers of students in grades 11 and 12 to military recruiting officers and post-secondary educational institutions;
5. The right to file a complaint with the U.S. Department of Education concerning alleged failures by the school district to comply with the federal law and the regulations promulgated thereunder;
6. The right to be informed about rights under the federal law; and
7. The right to obtain a copy of this policy at the location set forth in Section XXI. of this policy.

B. Eligible Students

All rights and protections given to parents under this policy transfer to the student when ~~he or she reaches~~ **they reach** eighteen (18) years of age or enrolls in an institution of post-secondary education. The student then becomes an "eligible student." However, the parents of an eligible student who is also a "dependent student" are entitled to gain access to the education records of such student without first obtaining the consent of the student. In addition, parents of an eligible student may be given access to education records in connection with a health or safety emergency if the disclosure meets the conditions of any provision set forth in 34 Code of Federal Regulations section 99.31(a).

C. Students with a Disability

The school district shall follow 34 Code of Federal Regulations sections 300.610-300.617 with regard to the privacy, notice, access, record keeping and accuracy of information related to students with a disability.

VI. DISCLOSURE OF EDUCATION RECORDS

A. Consent Required for Disclosure

1. The school district shall obtain a signed and dated written informed consent of the parent **or guardian** of a student or the eligible student before disclosing personally identifiable information from the education records of the student, except as provided herein.
2. The written consent required by this subdivision must be signed and dated by the parent **or guardian** of the student or the eligible student giving the consent and shall include:
 - a. a specification of the records to be disclosed;
 - b. the purpose or purposes of the disclosure;
 - c. the party or class of parties to whom the disclosure may be made;
 - d. the consequences of giving informed consent; and
 - e. if appropriate, a termination date for the consent.
3. When a disclosure is made under this subdivision:
 - a. if the parent **or guardian** or eligible student so requests, the school district shall provide him or her with a copy of the records disclosed; and
 - b. if the parent **or guardian** of a student who is not an eligible student so requests, the school district shall provide the student with a copy of the records disclosed.
4. A signed and dated written consent may include a record and signature in electronic form that:
 - a. identifies and authenticates a particular person as the source of the electronic consent; and
 - b. indicates such person's approval of the information contained in the electronic consent.
5. If the responsible authority seeks an individual's informed consent to the release of private data to an insurer or the authorized representative of an insurer, informed consent shall not be deemed to have been given unless the statement is:
 - a. in plain language;
 - b. dated;

- c. specific in designating the particular persons or agencies the data subject is authorizing to disclose information about the data subject;
- d. specific as to the nature of the information the subject is authorizing to be disclosed;
- e. specific as to the persons or agencies to whom the subject is authorizing information to be disclosed;
- f. specific as to the purpose or purposes for which the information may be used by any of the parties named in Clause e. above, both at the time of the disclosure and at any time in the future; and
- g. specific as to its expiration date which should be within a reasonable time, not to exceed one year except in the case of authorizations given in connection with applications for: (i) life insurance or noncancelable or guaranteed renewable health insurance and identified as such, two years after the date of the policy, or (ii) medical assistance under Minnesota Statutes chapter. 256B or Minnesota Care under Minnesota Statutes chapter 256L, which shall be ongoing during all terms of eligibility, for individualized education program health-related services provided by a school district that are subject to third party reimbursement.

6. Eligible Student Consent

Whenever a student has attained eighteen (18) years of age or is attending an institution of post-secondary education, the rights accorded to and the consent required of the parent **or guardian** of the student shall thereafter only be accorded to and required of the eligible student, except as provided in Section V. of this policy.

B. Prior Consent for Disclosure Not Required

The school district may disclose personally identifiable information from the education records of a student without the written consent of the parent **or guardian** of the student or the eligible student unless otherwise provided herein, if the disclosure is:

- 1. To other school officials, including teachers, within the school district whom the school district determines have a legitimate educational interest in such records;
- 2. To a contractor, consultant, volunteer, or other party to whom the school district has outsourced institutional services or functions provided that the outside party:

- a. performs an institutional service or function for which the school district would otherwise use employees;
 - b. is under the direct control of the school district with respect to the use and maintenance of education records; and
 - c. will not disclose the information to any other party without the prior consent of the parent **or guardian** or eligible student and uses the information only for the purposes for which the disclosure was made.
3. To officials of other schools, school districts, or post-secondary educational institutions in which the student seeks or intends to enroll, or is already enrolled, as long as the disclosure is for purposes related to the student's enrollment or transfer. The records shall include information about disciplinary action taken as a result of any incident in which the student possessed or used a dangerous weapon, and with proper annual notice (see Section XIX.), suspension and expulsion information pursuant to section 7917 of the federal Every Student Succeeds Act, 20 United States Code section 7917, if applicable, data regarding a student's history of violent behavior. The records also shall include a copy of any probable cause notice or any disposition or court order under Minnesota Statutes section 260B.171, unless the data are required to be destroyed under Minnesota Statutes section 120A.22, Subd. 7(c) or section 121A.75. On request, the school district will provide the parent **or guardian** or eligible student with a copy of the education records that have been transferred and provide an opportunity for a hearing to challenge the content of those records in accordance with Section XV. of this policy;
 4. To authorized representatives of the Comptroller General of the United States, the Attorney General of the United States, the Secretary of the U.S. Department of Education, or the Commissioner of the State Department of Education or their representative, subject to the conditions relative to such disclosure provided under federal law;
 5. In connection with financial aid for which a student has applied or has received, if the information is necessary for such purposes as to:
 - a. determine eligibility for the aid;
 - b. determine the amount of the aid;
 - c. determine conditions for the aid; or
 - d. enforce the terms and conditions of the aid.

“Financial aid” for purposes of this provision means a payment of funds

provided to an individual or a payment in kind of tangible or intangible property to the individual that is conditioned on the individual's attendance at an educational agency or institution;

6. To state and local officials or authorities to whom such information is specifically allowed to be reported or disclosed pursuant to state statute adopted:
 - a. before November 19, 1974, if the allowed reporting or disclosure concerns the juvenile justice system and such system's ability to effectively serve the student whose records are released; or
 - b. after November 19, 1974, if the reporting or disclosure allowed by state statute concerns the juvenile justice system and the system's ability to effectively serve, prior to adjudication, the student whose records are released, provided the officials and authorities to whom the records are disclosed certify in writing to the school district that the data will not be disclosed to any other party, except as provided by state law, without the prior written consent of the parent **or guardian** of the student. At a minimum, the school district shall disclose the following information to the juvenile justice system under this paragraph: a student's full name, home address, telephone number, and date of birth; a student's school schedule, attendance record, and photographs, if any; and parents' names, home addresses, and telephone numbers.

7. To organizations conducting studies for or on behalf of educational agencies or institutions for the purpose of developing, validating, or administering predictive tests, administering student aid programs, or improving instruction; provided that the studies are conducted in a manner which does not permit the personal identification of parents or students by individuals other than representatives of the organization who have a legitimate interest in the information, the information is destroyed when no longer needed for the purposes for which the study was conducted, and the school district enters into a written agreement with the organization that: (a) specifies the purpose, scope, and duration of the study or studies and the information to be disclosed; (b) requires the organization to use personally identifiable information from education records only to meet the purpose or purposes of the study as stated in the written agreement; (c) requires the organization to conduct the study in a manner that does not permit personal identification of parents and students by anyone other than representatives of the organization with legitimate interests; and (d) requires the organization to destroy all personally identifiable information when information is no longer needed for the purposes for which the study was conducted and specifies the time period in which the information must be destroyed. For purposes of this provision, the term, "organizations," includes, but is not limited to, federal, state, and local agencies and independent organizations. In the event the Department of

Education determines that a third party outside of the school district to whom information is disclosed violates this provision, the school district may not allow that third party access to personally identifiable information from education records for at least five (5) years;

8. To accrediting organizations in order to carry out their accrediting functions;
9. To parents of a student eighteen (18) years of age or older if the student is a dependent of the parents for income tax purposes;
10. To comply with a judicial order or lawfully issued subpoena, provided, however, that the school district makes a reasonable effort to notify the parent **or guardian** or eligible student of the order or subpoena in advance of compliance therewith so that the parent **or guardian** or eligible student may seek protective action, unless the disclosure is in compliance with a federal grand jury subpoena, or any other subpoena issued for law enforcement purposes, and the court or other issuing agency has ordered that the existence or the contents of the subpoena or the information furnished in response to the subpoena not be disclosed, or the disclosure is in compliance with an ex parte court order obtained by the United States Attorney General (or designee not lower than an Assistant Attorney General) concerning investigations or prosecutions of an offense listed in 18 United States Code section 2332b(g)(5)(B), an act of domestic or international terrorism as defined in 18 United States Code section 2331, or a parent **or guardian** is a party to a court proceeding involving child abuse and neglect or dependency matters, and the order is issued in the context of the proceeding. If the school district initiates legal action against a parent **or guardian** or student, it may disclose to the court, without a court order or subpoena, the education records of the student that are relevant for the school district to proceed with the legal action as plaintiff. Also, if a parent **or guardian** or eligible student initiates a legal action against the school district, the school district may disclose to the court, without a court order or subpoena, the student's education records that are relevant for the school district to defend itself;
11. To appropriate parties, including parents of an eligible student, in connection with an emergency if knowledge of the information is necessary to protect the health, including the mental health, or safety of the student or other individuals. The decision is to be based upon information available at the time the threat occurs that indicates that there is an articulable and significant threat to the health or safety of a student or other individuals. In making a determination whether to disclose information under this section, the school district may take into account the totality of the circumstances pertaining to a threat and may disclose information from education records to any person whose knowledge of the information is necessary to protect the health or safety of the student or other students. A record of this disclosure must be maintained pursuant to

Section XIII.E. of this policy. In addition, an educational agency or institution may include in the education records of a student appropriate information concerning disciplinary action taken against the student for conduct that posed a significant risk to the safety or well-being of that student, other students, or other members of the school community. This information may be disclosed to teachers and school officials within the school district and/or teachers and school officials in other schools who have legitimate educational interests in the behavior of the student;

12. To the juvenile justice system if information about the behavior of a student who poses a risk of harm is reasonably necessary to protect the health or safety of the student or other individuals;
13. Information the school district has designated as “directory information” pursuant to Section VII. of this policy;
14. To military recruiting officers and post-secondary educational institutions pursuant to Section XI. of this policy;
15. To the parent **or guardian** of a student who is not an eligible student or to the student himself or herself;
16. To appropriate health authorities to the extent necessary to administer immunization programs and for bona fide epidemiologic investigations which the commissioner of health determines are necessary to prevent disease or disability to individuals in the public educational agency or institution in which the investigation is being conducted;
17. To volunteers who are determined to have a legitimate educational interest in the data and who are conducting activities and events sponsored by or endorsed by the educational agency or institution for students or former students;
18. To the juvenile justice system, on written request that certifies that the information will not be disclosed to any other person except as authorized by law without the written consent of the parent **or guardian** of the student:
 - a. the following information about a student must be disclosed: a student’s full name, home address, telephone number, date of birth; a student’s school schedule, daily attendance record, and photographs, if any; and any parents’ names, home addresses, and telephone numbers;
 - b. the existence of the following information about a student, not the actual data or other information contained in the student’s education record, may be disclosed provided that a request for access must be submitted on the statutory form and it must contain

an explanation of why access to the information is necessary to serve the student: (1) use of a controlled substance, alcohol, or tobacco; (2) assaultive or threatening conduct that could result in dismissal from school under the Pupil Fair Dismissal Act; (3) possession or use of weapons or look-alike weapons; (4) theft; or (5) vandalism or other damage to property. Prior to releasing this information, the principal or program administrator or chief administrative officer of a school who receives such a request must, to the extent permitted by federal law, notify the student's parent or guardian by certified mail of the request to disclose information. If the student's parent or guardian notifies the school official of an objection to the disclosure within ten (10) days of receiving certified notice, the school official must not disclose the information and instead must inform the requesting member of the juvenile justice system of the objection. If no objection from the parent or guardian is received within fourteen (14) days, the school official must respond to the request for information.

The written requests of the juvenile justice system member(s), as well as a record of any release, must be maintained in the student's file;

19. To the principal or program administrator where the student attends and to any counselor directly supervising or reporting on the behavior or progress of the student if it is information from a disposition order received by a superintendent under Minnesota Statutes section 260B.171, subdivision 3. The principal must notify the ~~counselor~~ **case worker** immediately and must place the disposition order in the student's permanent education record. The principal also must notify immediately any teacher or administrator who directly supervises or reports on the behavior or progress of the student whom the principal believes needs the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. The principal may also notify other school district employees, substitutes, and volunteers who are in direct contact with the student if the principal determines that these individuals need the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. Such notices from the principal must identify the student, outline the offense, and describe any conditions of probation about which the school must provide information if this information is provided in the disposition order. Disposition order information received is private educational data received for the limited purpose of serving the educational needs of the student and protecting students and staff. The information may not be further disseminated by the counselor, teacher, administrator, staff member, substitute, or volunteer except as necessary to serve the student, to protect students and staff, or as otherwise required by law, and only to the student or the student's parent or guardian;

20. To the principal or program administrator where the student attends if it is information from a peace officer's record of children received by a superintendent under Minnesota Statutes section 260B.171, Subd. 5. The principal must place the information in the student's education record. The principal also must notify immediately any teacher, counselor, or administrator directly supervising the student whom the principal believes needs the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. The principal may also notify other district employees, substitutes, and volunteers who are in direct contact with the student if the principal determines that these individuals need the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. Such notices from the principal must identify the student and describe the alleged offense if this information is provided in the peace officer's notice. Peace officer's record information received is private educational data received for the limited purpose of serving the educational needs of the student and protecting students and staff. The information must not be further disseminated by the counselor, teacher administrator, staff member, substitute, or volunteer except to communicate with the student or the student's parent or guardian as necessary to serve the student, to protect students and staff, or as otherwise required by law.

The principal or program administrator must delete the peace officer's record from the student's education record, destroy the data, and make reasonable efforts to notify any teacher, counselor, staff member, administrator, substitute, or volunteer who received information from the peace officer's record if the county attorney determines not to proceed with a petition or directs the student into a diversion or mediation program or if a juvenile court makes a decision on a petition and the county attorney or juvenile court notifies the superintendent of such action; or

21. To the Secretary of Agriculture, or authorized representative from the Food and Nutrition Service or contractors acting on behalf of the Food and Nutrition Service, for the purposes of conducting program monitoring, evaluations, and performance measurements of state and local educational and other agencies and institutions receiving funding or providing benefits of one or more programs authorized under the National School Lunch Act or the Child Nutrition Act of 1966 for which the results will be reported in an aggregate form that does not identify any individual, on the conditions that: (a) any data collected shall be protected in a manner that will not permit the personal identification of students and their parents by other than the authorized representatives of the Secretary; and (b) any personally identifiable data shall be destroyed when the data are no longer needed for program monitoring, evaluations, and performance measurements.
22. To an agency caseworker or other representative of a State or local child

welfare agency, or tribal organization (as defined in 25 United States Code section 5304), who has the right to access a student's case plan, as defined and determined by the State or tribal organization, when such agency or organization is legally responsible, in accordance with State or tribal law, for the care and protection of the student, provided that the education records, or the personally identifiable information contained in such records, of the student will not be disclosed by such agency or organization, except to an individual or entity engaged in addressing the student's education needs and authorized by such agency or organization to receive such disclosure and such disclosure is consistent with the State or tribal laws applicable to protecting the confidentiality of a student's education records.

- 23. When requested, educational agencies or institutions may share personal student contact information and directory information for students served in special education with postsecondary transition planning and services under Minnesota Statutes, section 125A.08, paragraph (b), clause (1), whether public or private, with the Minnesota Department of Employment and Economic Development, as required for coordination of services to students with disabilities under Minnesota Statutes, sections 125A.08, paragraph (b), clause (1); 125A.023; and 215A.027.**

C. Nonpublic School Students

The school district may disclose personally identifiable information from the education records of a nonpublic school student, other than a student who receives shared time educational services, without the written consent of the parent **or guardian** of the student or the eligible student unless otherwise provided herein, if the disclosure is:

1. Pursuant to a valid court order;
2. Pursuant to a statute specifically authorizing access to the private data; or
3. To appropriate health authorities to the extent necessary to administer immunization programs and for bona fide epidemiological investigations which the commissioner of health determines are necessary to prevent disease or disability to individuals in the public educational agency or institution in which the investigation is being conducted.

VII. RELEASE OF DIRECTORY INFORMATION

A. Educational Data

1. Educational data designated as directory information is public data on individuals to the extent required under federal law. Directory information must be designated pursuant to the provisions of:

- a. Minnesota Statutes, section 13.32, subdivision 5; and
 - b. **20** United States Code, ~~title 20~~, section 1232g, and **34** Code of Federal Regulations, ~~title 34~~, section 99.37, which were in effect on January 3, 2012.
2. The school district may not designate a student's home address, telephone number, email address, or other personal contact information as directory information under this section.
 3. When requested, the school district must share personal contact information and directory information, whether public or private, with the Minnesota Department of Education, as required for federal reporting purposes.

B. Former Students

Unless a former student validly opted out of the release of directory information while the student was in attendance and has not rescinded the opt out request at any time, the school district may disclose directory information from the education records generated by it regarding the former student without meeting the requirements of Paragraph C. of this section. In addition, under an explicit exclusion from the definition of an "education record," the school district may release records that only contain information about an individual obtained after ~~he or she is~~ **they are** no longer a student at the school district and that are not directly related to the individual's attendance as a student (e.g., a student's activities as an alumnus of the school district).

C. Present Students and Parents

The school district may disclose directory information from the education records of a student and information regarding parents without prior written consent of the parent **or guardian** of the student or eligible student, except as provided herein.

1. When conducting the directory information designation and notice process required by federal law, the school district shall give parents and students notice of the right to refuse to let the district designate specified data about the student as directory information.
2. The School district shall give annual notice by any means that are reasonably likely to inform the parents **or guardians** and eligible students of:
 - a. the types of personally identifiable information regarding students and/or parents **or guardians** that the school district has designated as directory information;

- b. the parent's **or guardian**'s or eligible student's right to refuse to let the school district designate any or all of those types of information about the student and/or the parent **or guardian** as directory information; and
 - b. the period of time in which a parent **or guardian** or eligible student has to notify the school district in writing that ~~he or she~~ **does they do not** not want any or all of those types of information about the student and/or the parent **or guardian** designated as directory information.
2. Allow a reasonable period of time after such notice has been given for a parent **or guardian** or eligible student to inform the school district in writing that any or all of the information so designated should not be disclosed without the parent's or eligible student's prior written consent, except as provided in Section VI. of this policy.
 3. A parent **or guardian** or eligible student may not opt out of the directory information disclosures to:
 - a. prevent the school district from disclosing or requiring the student to disclose the student's name, ID, or school district e-mail address in a class in which the student is enrolled; or
 - b. prevent the school district from requiring a student to wear, to display publicly, or to disclose a student ID card or badge that exhibits information that may be designated as directory information and that has been properly designated by the school district as directory information.
 4. The school district shall not disclose or confirm directory information without meeting the written consent requirements contained in Section VI.A. of this policy if a student's social security number or other non-directory information is used alone or in combination with other data elements to identify or help identify the student or the student's records.

D. Procedure for Obtaining Nondisclosure of Directory Information

The parent's or eligible student's written notice shall be directed to the responsible authority and shall include the following:

1. Name of the student and/or parent, as appropriate;
2. Home address;
3. School presently attended by student;
4. Parent's legal relationship to student, if applicable; and

5. Specific categories of directory information to be made not public without the parent's or eligible student's prior written consent, which shall only be applicable for that school year.

E. Duration

The designation of any information as directory information about a student or parents will remain in effect for the remainder of the school year unless the parent **or guardian** or eligible student provides the written notifications provided herein.

VIII. DISCLOSURE OF PRIVATE RECORDS

A. Private Records

For the purposes herein, education records are records which are classified as private data on individuals by state law and which are accessible only to the student who is the subject of the data and the student's parent **or guardian** if the student is not an eligible student. The school district may not disclose private records or their contents except as summary data, or except as provided in Section VI. of this policy, without the prior written consent of the parent **or guardian** or the eligible student. The school district will use reasonable methods to identify and authenticate the identity of parents, students, school officials, and any other party to whom personally identifiable information from education records is disclosed.

B. Private Records Not Accessible to Parent

In certain cases, state law intends, and clearly provides, that certain information contained in the education records of the school district pertaining to a student be accessible to the student alone, and to the parent **or guardian** only under special circumstances, if at all.

1. The responsible authority may deny access to private data by a parent **or guardian** when a minor student who is the subject of that data requests that the responsible authority deny such access. The minor student's request must be submitted in writing setting forth the reasons for denying access to the parent **or guardian** and must be signed by the minor. Upon receipt of such request the responsible authority shall determine if honoring the request to deny the parent **or guardian** access would be in the best interest of the minor data subject. In making this determination the responsible authority shall consider the following factors:
 - a. whether the minor is of sufficient age and maturity to be able to explain the reasons for and understand the consequences of the request to deny access;
 - b. whether the personal situation of the minor is such that denying

parental access may protect the minor data subject from physical or emotional harm;

- c. whether there are grounds for believing that the minor data subject's reasons for precluding parental access are reasonably accurate;
- d. whether the data in question is of such a nature that disclosure of it to the parent **or guardian** may lead to physical or emotional harm to the minor data subject; and
- e. whether the data concerns medical, dental or other health services provided pursuant to Minn. Stat. §§ 144.341-144.347, in which case the data may be released only if the failure to inform the parent **or guardian** would seriously jeopardize the health of the minor.

C. Private Records Not Accessible to Student

Students shall not be entitled to access to private data concerning financial records and statements of the student's parent **or guardian** or any information contained therein.

D. Military-Connected Youth Identifier

When a school district updates its enrollment forms in the ordinary course of business, the school district must include a box on the enrollment form to allow students to self-identify as a military-connected youth. For purposes of this section, a "military-connected youth" means having an immediate family member, including a parent **or guardian** or sibling, who is currently in the armed forces either as a reservist or on active duty or has recently retired from the armed forces. Data collected under this provision is private data on individuals, but summary data may be published by the Department of Education.

IX. DISCLOSURE OF CONFIDENTIAL RECORDS

A. Confidential Records

Confidential records are those records and data contained therein which are made not public by state or federal law, and which are inaccessible to the student and the student's parents or to an eligible student.

B. Reports Under the Maltreatment of Minors Reporting Act

Pursuant to Minnesota Statutes Chapter 260E written copies of reports pertaining to a neglected and/or physically and/or sexually abused child shall be accessible only to the appropriate welfare and law enforcement agencies. In respect to other parties, such data shall be confidential and will not be made available to the

parent **or guardian** or the subject individual by the school district. The subject individual, however, may obtain a copy of the report from either the local welfare agency, county sheriff, or the local police department subject to the provisions of Minnesota Statutes Chapter 250E

Regardless of whether a written report is made under Minnesota Statutes Chapter 260E, as soon as practicable after a school receives information regarding an incident that may constitute maltreatment of a child in a school facility, the school shall inform the parent, legal guardian, or custodian of the child that an incident occurred that may constitute maltreatment of the child, when the incident occurred, and the nature of the conduct that may constitute maltreatment.

C. Investigative Data

Data collected by the school district as part of an active investigation undertaken for the purpose of the commencement or defense of pending civil legal action, or that are retained in anticipation of a pending civil legal action are classified as protected nonpublic data in the case of data not on individuals, and confidential data in the case of data on individuals.

1. The school district may make any data classified as protected non-public or confidential pursuant to this subdivision accessible to any person, agency, or the public if the school district determines that such access will aid the law enforcement process, promote public health or safety, or dispel widespread rumor or unrest.
2. A complainant has access to a statement they provided to the school district.
3. Parents or eligible students may have access to investigative data of which the student is the subject, but only to the extent the data is not inextricably intertwined with data about other school district students, school district employees, and/or attorney data as defined in Minnesota Statutes section 13.393.
4. Once a civil investigation becomes inactive, civil investigative data becomes public unless the release of the data would jeopardize another pending civil legal action, except for those portions of such data that are classified as not public data under state or federal law. Any civil investigative data presented as evidence in court or made part of a court record shall be public. For purposes of this provision, a civil investigation becomes inactive upon the occurrence of any of the following events:
 - a. a decision by the school district, or by the chief attorney for the school district, not to pursue the civil legal action. However, such investigation may subsequently become active if the school district or its attorney decides to renew the civil legal action;

- b. the expiration of the time to file a complaint under the statute of limitations or agreement applicable to the civil legal action; or
 - c. the exhaustion or expiration of rights of appeal by either party to the civil legal action.
5. A “pending civil legal action” for purposes of this subdivision is defined as including, but not limited to, judicial, administrative, or arbitration proceedings.

D. Chemical Abuse Records

To the extent the school district maintains records of the identity, diagnosis, prognosis, or treatment of any student which are maintained in connection with the performance of any drug abuse prevention function conducted, regulated, or directly or indirectly assisted by any department or agency of the United States, such records are classified as confidential and shall be disclosed only for the purposes and under the circumstances expressly authorized by law.

X. DISCLOSURE OF SCHOOL RECORDS PRIOR TO EXCLUSION OR EXPULSION HEARING

At a reasonable time prior to any exclusion or expulsion hearing, the student and the student’s parent or guardian or representative shall be given access to all school district records pertaining to the student, including any tests or reports upon which the action proposed by the school district may be based, pursuant to the Minnesota Pupil Fair Dismissal Act, Minnesota Statutes section 121A.40, *et seq.*

XI. DISCLOSURE OF DATA TO MILITARY RECRUITING OFFICERS AND POST-SECONDARY EDUCATIONAL INSTITUTIONS

- A. The school district will release the names, addresses, electronic mail address (which shall be the electronic mail addresses provided by the school district, if available, that may be released to military recruiting officers only), and home telephone numbers of students in grades 11 and 12 to military recruiting officers and post-secondary educational institutions within sixty (60) days after the date of the request unless a parent **or guardian** or eligible student has refused in writing to release this data pursuant to Paragraph C. below.
- B. Data released to military recruiting officers under this provision:
- 1. may be used only for the purpose of providing information to students about military service, state and federal veterans’ education benefits, and other career and educational opportunities provided by the military; and
 - 2. cannot be further disseminated to any other person except personnel of the recruiting services of the armed forces, and

3. copying fees shall not be imposed.
- C. A parent **or guardian** or eligible student has the right to refuse the release of the name, address, electronic mail addresses (which shall be the electronic mail addresses provided by the school, if available, that may be released to military recruiting officers only) or home telephone number to military recruiting officers and post-secondary educational institutions. To refuse the release of the above information to military recruiting officers and post-secondary educational institutions, a parent **or guardian** or eligible student must notify the principal or program administrator in writing by September 15th of each year. The written request must include the following information:
1. Name of student and parent, as appropriate;
 2. Home address;
 3. Student's grade level;
 4. School presently attended by student;
 5. Parent's legal relationship to student, if applicable;
 6. Specific category or categories of information which are not to be released to military recruiting officers and post-secondary educational institutions; and
 7. Specific category or categories of information which are not to be released to the public, including military recruiting officers and post-secondary educational institutions.
- D. Annually, the school district will provide public notice by any means that are reasonably likely to inform the parents and eligible students of their rights to refuse to release the names, addresses, and home phone numbers of students in grades 11 and 12 without prior consent.
- E. A parent **or guardian** or eligible student's refusal to release the above information to military recruiting officers and post-secondary educational institutions does not affect the school district's release of directory information to the rest of the public, which includes military recruiting officers and post-secondary educational institutions. In order to make any directory information about a student private, the procedures contained in Section VII. of this policy also must be followed. Accordingly, to the extent the school district has designated the name, address, home phone number, and grade level of students as directory information, absent a request from a parent **or guardian** or eligible student not to release such data, this information will be public data and accessible to members of the public, including military recruiting officers and post-secondary educational institutions.

XII. LIMITS ON REDISCLOSURE

A. Redisdisclosure

Consistent with the requirements herein, the school district may only disclose personally identifiable information from the education records of a student on the condition that the party to whom the information is to be disclosed will not disclose the information to any other party without the prior written consent of the parent **or guardian** of the student or the eligible student, except that the officers, employees, and agents of any party receiving personally identifiable information under this section may use the information, but only for the purposes for which the disclosure was made.

B. Redisdisclosure Not Prohibited

1. Subdivision A. of this section does not prevent the school district from disclosing personally identifiable information under Section VI. of this policy with the understanding that the party receiving the information may make further disclosures of the information on behalf of the school district provided:

- a. The disclosures meet the requirements of Section VI. of this policy; and
- b. The school district has complied with the record-keeping requirements of Section XIII. of this policy.

2. Subdivision A. of this section does not apply to disclosures made pursuant to court orders or lawfully issued subpoenas or litigation, to disclosures of directory information, to disclosures to a parent **or guardian** or student or to parents of dependent students, or to disclosures concerning sex offenders and other individuals required to register under 42 United States Code section–14071. However, the school district must provide the notification required in Section XII.D. of this policy if a redisclosure is made based upon a court order or lawfully issued subpoena.

C. Classification of Disclosed Data

The information disclosed shall retain the same classification in the hands of the party receiving it as it had in the hands of the school district.

D. Notification

The school district shall inform the party to whom a disclosure is made of the requirements set forth in this section, except for disclosures made pursuant to court orders or lawfully issued subpoenas, disclosure of directory information under Section VII. of this policy, disclosures to a parent **or guardian** or student, or disclosures to parents of a dependent student. In the event that the Family

Policy Compliance Office determines that a state or local educational authority, a federal agency headed by an official listed in 34 Code of Federal Regulations section -99.31(a)(3), or an authorized representative of a state or local educational authority or a federal agency headed by an official listed in section 99.31(a)(3), or a third party outside of the school district improperly rediscloses personally identifiable information from education records or fails to provide notification required under this section of this policy, the school district may not allow that third party access to personally identifiable information from education records for at least five (5) years.

XIII. RESPONSIBLE AUTHORITY; RECORD SECURITY; AND RECORD KEEPING

A. Responsible Authority

The responsible authority shall be responsible for the maintenance and security of student records. The Superintendent of Schools or designee is the responsible authority.

B. Record Security

The principal or program administrator of each school subject to the supervision and control of the responsible authority shall be the records manager of the school and shall have the duty of maintaining and securing the privacy and/or confidentiality of student records.

C. Plan for Securing Student Records

The district has procedures for securing student records. The procedures and related policy shall contain the following information:

1. A description of records maintained;
2. Titles of person(s) responsible for the security of student records;
3. Location of student records, by category, in the buildings;
4. Means of securing student records; and
5. Procedures for access and disclosure.

D. Review of Written Plan for Securing Student Records

The responsible authority shall review the plans submitted pursuant to Paragraph C. of this section for compliance with the law, this policy and the various administrative policies of the school district. The responsible authority shall then promulgate a chart incorporating the provisions of Paragraph C. which shall be attached to and become a part of this policy.

E. Record Keeping

1. The principal or program administrator shall, for each request for and each disclosure of personally identifiable information from the education records of a student, maintain a record with the education records of the student that indicates:
 - a. the parties who have requested or received personally identifiable information from the education records of the student;
 - b. the legitimate interests these parties had in requesting or obtaining the information; and
 - c. the names of the state and local educational authorities and federal officials and agencies listed in Section VI.B.4. of this policy that may make further disclosures of personally identifiable information from the student's education records without consent.

2. In the event the school district discloses personally identifiable information from an education record of a student pursuant to Section XII.B. of this policy, the record of disclosure required under this section shall also include:
 - a. the names of the additional parties to which the receiving party may disclose the information on behalf of the school district;
 - b. the legitimate interests under Section VI. of this policy which each of the additional parties has in requesting or obtaining the information; and
 - c. a copy of the record of further disclosures maintained by a state or local educational authority or federal official or agency listed in Section VI.B.4. of this policy in accordance with Code of Federal Regulations section 34 99.32 and to whom the school district disclosed information from an education record. The school district shall request a copy of the record of further disclosures from a state or local educational authority or federal official or agency to whom education records were disclosed upon a request from a parent **or guardian** or eligible student to review the record of requests for disclosure.

3. Section XIII.E.1. does not apply to requests by or disclosure to a parent **or guardian** of a student or an eligible student, disclosures pursuant to the written consent of a parent **or guardian** of a student or an eligible student, requests by or disclosures to other school officials under Section VI.B.1. of this policy, to requests for disclosures of directory information under Section VII. of this policy, or to a party seeking or receiving the records as directed by a federal grand jury or other law enforcement subpoena and

the issuing court or agency has ordered that the existence or the contents of the subpoena or the information provided in response to the subpoena not be disclosed or as directed by an ex parte court order obtained by the United States Attorney General (or designee not lower than an Assistant Attorney General) concerning investigations or prosecutions of an offense listed in 18 United States Code section 2332b(g)(5)(B) or an act of domestic or international terrorism.

4. The record of requests of disclosures may be inspected by:
 - a. the parent **or guardian** of the student or the eligible student;
 - b. the school official or their ~~assistants~~ **designees** who are responsible for the custody of the records; and
 - c. the parties authorized by law to audit the record-keeping procedures of the school district.
5. The school district shall record the following information when it discloses personally identifiable information from education records under the health or safety emergency exception:
 - a. the articulable and significant threat to the health or safety of a student or other individual that formed the basis for the disclosure; and
 - b. the parties to whom the school district disclosed the information.
6. The record of requests and disclosures shall be maintained with the education records of the student as long as the school district maintains the student's education records.

XIV. RIGHT TO INSPECT AND REVIEW EDUCATION RECORDS

- A. Parent **or Guardian** of a Student, an Eligible Student or the Parent **or Guardian** of an Eligible Student Who is Also a Dependent Student

The school district shall permit the parent **or guardian** of a student, an eligible student, or the parent **or guardian** of an eligible student who is also a dependent student who is or has been in attendance in the school district to inspect or review the education records of the student, except those records which are made confidential by state or federal law or as otherwise provided in Section VIII. of this policy.

- B. Response to Request for Access

The school district shall respond to any request pursuant to Subdivision A. of this section immediately, if possible, or within ten (10) days of the date of the request,

excluding Saturdays, Sundays, and legal holidays.

C. Right to Inspect and Review

The right to inspect and review education records under Subdivision A. of this section includes:

1. The right to a response from the school district to reasonable requests for explanations and interpretations of records; and
2. If circumstances effectively prevent the parent **or guardian** or eligible student from exercising the right to inspect and review the education records, the school district shall provide the parent **or guardian** or eligible student with a copy of the records requested or make other arrangements for the parent **or guardian** or eligible student to inspect and review the requested records.
3. Nothing in this policy shall be construed as limiting the frequency of inspection of the education records of a student with a disability by the student's parent or guardian or by the student upon the student reaching the age of majority.

D. Form of Request

Parents or eligible students shall submit to the school district a written request to inspect education records which identify as precisely as possible the record or records they wish to inspect.

E. Collection of Student Records

If a student's education records are maintained in more than one location, the responsible authority may collect copies of the records or the records themselves from the various locations so they may be inspected at one site. However, if the parent **or guardian** or eligible student wishes to inspect these records where they are maintained, the school district shall attempt to accommodate those wishes. The parent **or guardian** or eligible student shall be notified of the time and place where the records may be inspected.

F. Records Containing Information on More Than One Student

If the education records of a student contain information on more than one student, the parent **or guardian** or eligible student may inspect and review or be informed of only the specific information which pertains to that student.

G. Authority to Inspect or Review

The school district may presume that either parent **or guardian** of the student has authority to inspect or review the education records of a student unless the school

district has been provided with evidence that there is a legally binding instrument or a state law or court order governing such matters as marriage dissolution, separation, or custody which provides to the contrary.

H. Fees for Copies of Records

1. The school district shall charge a reasonable fee for providing photocopies or printed copies of records unless printing a copy is the only method to provide for the inspection of data. In determining the amount of the reasonable fee, the school district shall consider the following:
 - a. the cost of materials, including paper, used to provide the copies;
 - b. the cost of the labor required to prepare the copies;
 - c. any schedule of standard copying charges established by the school district in its normal course of operations;
 - d. any special costs necessary to produce such copies from machine-based record-keeping systems, including but not limited to computers and microfilm systems; and
 - e. mailing costs.
2. If 100 or fewer pages of black and white, letter or legal size paper copies are requested, actual costs shall not be used, and, instead, the charge shall be no more than 25 cents for each page copied.
3. The cost of providing copies shall be borne by the parent **or guardian** or eligible student.
4. The responsible authority, however, may not impose a fee for a copy of an education record made for a parent **or guardian** or eligible student if doing so would effectively prevent or, in the case of a student with a disability, impair the parent **or guardian** or eligible student from exercising their right to inspect or review the student's education records.

XV. REQUEST TO AMEND RECORDS; PROCEDURES TO CHALLENGE DATA

A. Request to Amend Education Records

The parent **or guardian** of a student or an eligible student who believes that information contained in the education records of the student is inaccurate, misleading, or violates the privacy rights of the student may request that the school district amend those records.

1. The request shall be in writing, shall identify the item the requestor believes to be inaccurate, misleading, or in violation of the privacy or

other rights of the student, shall state the reason for this belief, and shall specify the correction the requestor wishes the school district to make. The request shall be signed and dated by the requestor.

2. The school district shall decide whether to amend the education records of the student in accordance with the request within thirty (30) days after receiving the request.
3. If the school district decides to refuse to amend the education records of the student in accordance with the request, it shall inform the parent **or guardian** of the student or the eligible student of the refusal and advise the parent **or guardian** or eligible student of the right to a hearing under Subdivision B. of this section.

B. Right to a Hearing

If the school district refuses to amend the education records of a student, the school district, on request, shall provide an opportunity for a hearing in order to challenge the content of the student's education records to ensure that information in the education records of the student is not inaccurate, misleading, or otherwise in violation of the privacy or other rights of the student. A hearing shall be conducted in accordance with Subdivision C. of this section.

1. If, as a result of the hearing, the school district decides that the information is inaccurate, misleading, or otherwise in violation of the privacy or other rights of the student, it shall amend the education records of the student accordingly and so inform the parent **or guardian** of the student or the eligible student in writing.
2. If, as a result of the hearing, the school district decides that the information is not inaccurate, misleading, or otherwise in violation of the privacy or other rights of the student, it shall inform the parent **or guardian** or eligible student of the right to place a statement in the record commenting on the contested information in the record or stating why they disagree with the decision of the school district, or both.
3. Any statement placed in the education records of the student under Subdivision B. of this section shall:
 - a. be maintained by the school district as part of the education records of the student so long as the record or contested portion thereof is maintained by the school district; and
 - b. if the education records of the student or the contested portion thereof is disclosed by the school district to any party, the explanation shall also be disclosed to that party.

C. Conduct of Hearing

1. The hearing shall be held within a reasonable period of time after the school district has received the request, and the parent **or guardian** of the student or the eligible student shall be given notice of the date, place, and time reasonably in advance of the hearing.
2. The hearing may be conducted by any individual, including an official of the school district who does not have a direct interest in the outcome of the hearing. The school board attorney shall be in attendance to present the school board's position and advise the designated hearing officer on legal and evidentiary matters.
3. The parent **or guardian** of the student or eligible student shall be afforded a full and fair opportunity for hearing to present evidence relative to the issues raised under Subdivisions A. and B. of this section and may be assisted or represented by individuals of their choice at their own expense, including an attorney.
4. The school district shall make a decision in writing within a reasonable period of time after the conclusion of the hearing. The decision shall be based solely on evidence presented at the hearing and shall include a summary of evidence and reasons for the decision.

D. Appeal

The final decision of the designated hearing officer may be appealed in accordance with the applicable provisions of Minnesota Statutes Chapter 14 relating to contested cases.

XVI. PROBLEMS ACCESSING DATA

- A. The data practices compliance official is the designated employee to whom persons may direct questions or concerns regarding problems in obtaining access to data or other data practices problems.
- B. Data practices compliance official means the principal or program administrator.
- C. Any request by an individual with a disability for reasonable modifications of the school district's policies or procedures for purposes of accessing records shall be made to the data practices compliance official.

XVII. COMPLAINTS FOR NONCOMPLIANCE WITH FERPA

A. Where to File Complaints

Complaints regarding alleged violations of rights accorded parents and eligible students by FERPA, and the rules promulgated thereunder, shall be submitted in writing to the U.S. Department of Education, Student Privacy Policy Office, 400

Maryland Avenue S.W., Washington, D.C. 20202.

B. Content of Complaint

A complaint filed pursuant to this section must contain specific allegations of fact giving reasonable cause to believe that a violation of FERPA and the rules promulgated thereunder has occurred.

XVIII. WAIVER

A parent **or guardian** or eligible student may waive any of their rights provided herein pursuant to FERPA. A waiver shall not be valid unless in writing and signed by the parent **or guardian** or eligible student. The school district may not require such a waiver.

XIX. ANNUAL NOTIFICATION OF RIGHTS

A. Contents of Notice

The school district shall give parents of students currently in attendance and eligible students currently in attendance annual notice by such means as are reasonably likely to inform the parents and eligible students of the following:

1. That the parent **or guardian** or eligible student has a right to inspect and review the student's education records and the procedure for inspecting and reviewing education records;
2. That the parent **or guardian** or eligible student has a right to seek amendment of the student's education records to ensure that those records are not inaccurate, misleading, or otherwise in violation of the student's privacy or other rights and the procedure for requesting amendment of records;
3. That the parent **or guardian** or eligible student has a right to consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that federal and state law and the regulations promulgated thereunder authorize disclosure without consent;
4. That the parent **or guardian** or eligible student has a right to file a complaint with the U.S. Department of Education regarding an alleged failure by the school district to comply with the requirements of FERPA and the rules promulgated thereunder;
5. The criteria for determining who constitutes a school official and what constitutes a legitimate educational interest for purposes of disclosing education records to other school officials whom the school district has determined to have legitimate educational interests; and

6. That the school district forwards education records on request to a school in which a student seeks or intends to enroll or is already enrolled as long as the disclosure is for purposes related to the student's enrollment or transfer and that such records may include suspension and expulsion records pursuant to the federal Every Student Succeeds Act and, if applicable, a student's history of violent behavior.

B. Notification to Parents of Students Having a Primary Home Language Other Than English

The school district shall provide for the need to effectively notify parents of students identified as having a primary or home language other than English.

C. Notification to Parents or Eligible Students Who are Disabled

The school district shall provide for the need to effectively notify parents or eligible students identified as disabled.

XX. DESTRUCTION AND RETENTION OF RECORDS

Destruction and retention of records by the school district shall be controlled by state and federal law.

XXI. COPIES OF POLICY

Copies of this policy may be obtained by parents and eligible students at the office of the superintendent.

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 13.32, Subd. 5 (Directory Information)
Minn. Stat. § 13.393 (Attorneys)
Minn. Stat. Ch. 14 (Administrative Procedures Act)
Minn. Stat. § 120A.22 (Compulsory Instruction)
Minn. Stat. § 121A.40-121A.56 (The Pupil Fair Dismissal Act)
Minn. Stat. § 121A.75 (Receipt of Records; Sharing)
Minn. Stat. § 127A.852 (Military-Connected Youth Identifier)
Minn. Stat. § 144.341-144.347 (Consent of Minors for Health Services)
Minn. Stat. Ch. 256B (Medical Assistance for Needy Persons)
Minn. Stat. Ch. 256L (MinnesotaCare)
Minn. Stat. § 260B.171, Subds. 3 and 5 (Disposition Order and Peace Officer Records of Children)
Minn. Stat. Ch. 260E (Reporting of Maltreatment of Minors)
Minn. Stat. § 363A.42 (Public Records; Accessibility)
Minn. Stat. § 480.40 (Personal Information, Dissemination)
Minn. Stat. § 626.557 (Reporting of Maltreatment of Vulnerable Adults)
Minn. Stat. § 626.556 (Reporting of Maltreatment of Minors)

Minn. Rules Parts 1205.0100-1205.2000 (Data Practices)
10 U.S.C. § 503(b) and (c) (Enlistments: Recruiting Campaigns;
Compilation of Directory Information)
18 U.S.C. § 2331 (Definitions)
18 U.S.C. § 2332b (Acts of Terrorism Transcending National Boundaries)
20 U.S.C. § 1232g *et seq.* (Family Educational Rights and Privacy Act)
20 U.S.C. § 6301 *et seq.* (Every Student Succeeds Act)
20 U.S.C. § 7908 (Armed Forces Recruiting Information)
20 U.S.C. § 7917 (Transfer of School Disciplinary Records)
25 U.S.C. § 5304 (Definitions – Tribal Organization)
26 U.S.C. §§ 151 and 152 (Internal Revenue Code)
42 U.S.C. § 1711 *et seq.* (Child Nutrition Act)
42 U.S.C. § 1751 *et seq.* (Richard B. Russell National School Lunch Act)
34 C.F.R. §§ 99.1-99.67 (Family Educational Rights and Privacy)
34 C.F.R. § 300.610-300.627 (Confidentiality of Information)
42 C.F.R. § 2.1 *et seq.* (Confidentiality of Drug Abuse Patient Records)
Gonzaga University v. Doe, 536 U.S. 273, (2002)
Dept. of Admin. Advisory Op. No. 21-008 (December 8, 2021)

Cross References: MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect
or Physical or Sexual Abuse)
MSBA/MASA Model Policy 417 (Chemical Use and Abuse)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 519 (Interviews of Students by Outside
Agencies)
MSBA/MASA Model Policy 520 (Student Surveys)
MSBA/MASA Model Policy 711 (Video Recording on School Buses)
MSBA/MASA Model Policy 722 (Public Data Requests)
MSBA/MASA Model Policy 906 (Community Notification of Predatory
Offenders)
MSBA School Law Bulletin “I” (School Records – Privacy – Access to
Data)

[NOTE – this policy and grievance procedure are drafted to meet the minimum requirements in the 2024 Title IX Final Rule]

522 – TITLE IX SEX NONDISCRIMINATION POLICY & GRIEVANCE PROCEDURE

I. GENERAL STATEMENT OF POLICY/ NOTICE OF NONDISCRIMINATION

- A. The school district does not discriminate on the basis of sex and prohibits sex discrimination in any education program or activity that it operates, as required by Title IX, including in employment.
- B. Inquiries about Title IX may be referred to the Title IX Coordinator(s), the United States Department of Education’s Office for Civil Rights, or both. The school district’s Title IX Coordinator(s) is/are:

Director of Human Resources
1300 145th Street East
Rosemount, Minnesota 55068
Phone: 651-423-8652
Email: TitleIX@isd917.org

- C. To report information about conduct that may constitute sex discrimination or make a complaint of sex discrimination under Title IX, please contact the Title IX Coordinator identified above or refer to https://www.isd917.org/about/title_ix
- D. The school district’s nondiscrimination policy and grievance procedures can be located on the school district’s website as Policy 522 (https://www.isd917.org/about/school_board/policies).
- E. The effective date of this policy is **August 1, 2024**, and applies to alleged violations of this policy occurring on or after **August 1, 2024**.

Legal References: Minn. Stat. § 121A.04 (Athletic Programs; Sex Discrimination)
Minn. Stat. §§ 121A.40 – 121A.575 (Minnesota Pupil Fair Dismissal Act)
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
20 U.S.C. §§ 1681-1688 (Title IX of the Education Amendments)
34 C.F.R. Part 106 (Implementing Regulations of Title IX)
20 U.S.C § 1400, *et seq.* (Individuals with Disabilities Education Act)
29 U.S.C. § 794 (Section 504 of the Rehabilitation Act)
42 U.S.C. § 12101, *et seq.* (Americans with Disabilities Act)
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act of 1974)

Cross References: MSBA/MASA Model Policy 102 (Equal Educational Opportunity)

Drafted by Squires, Waldspurger & Mace, P.A., August 13, 2024

Title IX Grievance Procedure and Process

Addendum to Policy 522

I. General

The school district has adopted these grievance procedures that provide for the prompt and equitable resolution of complaints made by students, employees, or other individuals who are participating or attempting to participate in its education program or activity, or by the Title IX Coordinator, alleging any action that would be prohibited by Title IX or the Title IX regulations.

II. Complaints

A. **Complaints of Sex-based Harassment.** The following people have a right to make a complaint of sex discrimination, including complaints of sex-based harassment, requesting that the school district investigate and make a determination about alleged discrimination under Title IX:

1. A “complainant,” which includes:
 - a. a student or employee of the school district who is alleged to have been subjected to conduct that could constitute sex discrimination under Title IX; or
 - b. a person other than a student or employee of the school district who is alleged to have been subjected to conduct that could constitute sex discrimination under Title IX at a time when that individual was participating or attempting to participate in the school district’s education program or activity;
2. A parent, guardian, or other authorized legal representative with the legal right to act on behalf of a complainant; or
3. The school district’s Title IX Coordinator.

B. **Complaints of Sex Discrimination other than Sex-Based Harassment.** In addition to the people identified in Paragraph 1, the following people have a right to make a complaint of sex discrimination other than sex-based harassment:

1. Any student or employee of the school district; or
2. Any person other than a student or employee who was participating or attempting to participate in the school district’s education program or activity at the time of the alleged sex discrimination.

C. **Consolidation.** The school district may consolidate complaints of sex discrimination against more than one respondent, or by more than one complainant against one or more respondents,

or by one party against another party, when the allegations of sex discrimination arise out of the same facts or circumstances. When more than one complainant or more than one respondent is involved, references below to a party, complainant, or respondent include the plural, as applicable.

III. Basic Requirements of Title IX Grievance Procedures

- A. The school district will treat complainants and respondents equitably.
- B. The school district requires that any Title IX Coordinator, investigator, or decisionmaker not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent. The decisionmaker may be the same person as the Title IX Coordinator or investigator.
- C. The school district presumes that the respondent is not responsible for the alleged sex discrimination until a determination is made at the conclusion of the grievance procedures.
- D. The school district has established the following reasonably prompt timeframes for the major stages of the grievance procedures:
 - 1. Any informal resolution process must be completed within thirty (30) calendar days following the parties' agreement to participate in such informal process.
 - 2. An appeal of a decision dismissing a complaint must be received by the school district within five (5) days of the date the notice of dismissal was provided to the parties.
 - 3. Any appeal of a dismissal will be decided within ten (10) calendar days of the day the appeal was received by the school district.
 - 4. The school district will seek to conclude the grievance process within 90 calendar days of the date the complaint was received by the school district.
- E. The school district has also established the following process that allows for the reasonable extension of timeframes on a case-by-case basis for good cause with notice to the parties that includes the reason for the delay:
 - 1. Any party or an investigator, decisionmaker, appellate decisionmaker, or informal resolution facilitator may make a request to the Title IX Coordinator to extend the timeline for good cause. If the Title IX Coordinator determines the reason for the extension constitutes good cause, the Title IX Coordinator will notify the parties of the reason for delay.
 - 2. Good cause may include, without limitation: the complexity of the allegations; the severity and extent of the alleged misconduct; the number of parties, witnesses, and the types of other evidence (e.g., forensic evidence) involved; the availability of the parties, advisors, witnesses, and evidence (e.g., forensic evidence); concurrent law enforcement activity; intervening school district holidays, breaks, or other closures; the need for language assistance or accommodation of disabilities; and/or other unforeseen circumstances.

- F. The school district will take reasonable steps to protect the privacy of the parties and witnesses during the pendency of the grievance procedures. These steps will not restrict the ability of the parties to obtain and present evidence, including by speaking to witnesses, subject to the prohibition against retaliation; consult with their family members, confidential resources, or advisors; or otherwise prepare for or participate in the grievance procedures.
- G. The school district will objectively evaluate all evidence that is relevant and not otherwise impermissible, including both inculpatory and exculpatory evidence. Credibility determinations will not be based on a person's status as a complainant, respondent, or witness.
- H. The following types of evidence, and questions seeking that evidence, as impermissible (i.e., will not be accessed or considered, unless an exception below applies; will not be disclosed; and will not otherwise be used), regardless of whether they are relevant:
 - a. Evidence that is protected under a privilege as recognized by federal or Minnesota law, unless the person to whom the privilege or confidentiality is owed has voluntarily waived the privilege or confidentiality;
 - b. A party's or witness's records that are made or maintained by a physician, psychologist, or other recognized professional or paraprofessional in connection with the provision of treatment to the party or witness, unless the school district has that party's or witness's voluntary, written consent for use in the grievance procedures; and
 - c. Evidence that relates to the complainant's sexual interests or prior sexual conduct, unless evidence about the complainant's prior sexual conduct is offered to prove that someone other than the respondent committed the alleged conduct or is evidence about specific incidents of the complainant's prior sexual conduct with the respondent that is offered to prove consent to the alleged sex-based harassment. The fact of prior consensual sexual conduct between the complainant and respondent does not by itself demonstrate or imply the complainant's consent to the alleged sex-based harassment or preclude determination that sex-based harassment occurred.

IV. Notice of Allegations

- A. Upon initiation of the school district's grievance procedures, the school district will notify the parties of the following:
 - 1. The school district's Title IX grievance procedures, and if applicable, any informal resolution process;
 - 2. Sufficient information available at the time to allow the parties to respond to the allegations, including the identities of the parties involved in the incident(s), the conduct alleged to constitute sex discrimination, and the date(s) and location(s) of the alleged incident(s), to the extent that information is available to the school district;

3. Retaliation is prohibited; and
 4. The parties are entitled to an equal opportunity to access the relevant and not otherwise impermissible evidence or an accurate description of this evidence. If the school district provides a description of the evidence, the parties are entitled to an equal opportunity to access to the relevant and not otherwise impermissible evidence upon the request of any party.
- B. If, in the course of an investigation, the school district decides to investigate additional allegations of sex discrimination by the respondent toward the complainant that are not included in the notice, the school district will provide notice of the additional allegations to the parties whose identities are known.

V. Dismissal of a Complaint

- A. The school district may dismiss a complaint of sex discrimination if:
1. The school district is unable to identify the respondent after taking reasonable steps to do so;
 2. The respondent is not participating in a school district education program or activity and is not employed by the school district;
 3. The complainant voluntarily withdraws any or all of the allegations in the complaint, the Title IX Coordinator declines to initiate a complaint, and the school district determines that, without the complainant's withdrawn allegations, the conduct that remains alleged in the complaint, if any, would not constitute sex discrimination under Title IX even if proven; or
 4. The school district determines the conduct alleged in the complaint, even if proven, would not constitute sex discrimination under Title IX. Before dismissing the complaint, the school district will make reasonable efforts to clarify the allegations with the complainant.
- B. Upon dismissal, the school district will promptly notify the complainant of the basis for the dismissal. If the dismissal occurs after the respondent has been notified of the allegations, then the school district will also notify the respondent of the dismissal and the basis for the dismissal promptly following notification to the complainant, or simultaneously if notification is in writing.
- C. The school district will notify the complainant that a dismissal may be appealed and will provide the complainant with an opportunity to appeal the dismissal of a complaint. If the dismissal occurs after the respondent has been notified of the allegations, then the school district will also notify the respondent that the dismissal may be appealed. Dismissals may be appealed on the following bases:
1. Procedural irregularity that would change the outcome;
 2. New evidence that would change the outcome and that was not reasonably available when the dismissal was made; and

3. The Title IX Coordinator, investigator, or decisionmaker had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that would change the outcome.
- D. If the dismissal is appealed, the school district will:
1. Notify the parties of any appeal, including notice of the allegations if notice was not previously provided to the respondent;
 2. Implement appeal procedures equally for the parties;
 3. Ensure that the decisionmaker for the appeal did not take part in an investigation of the allegations or dismissal of the complaint;
 4. Ensure that the decisionmaker for the appeal has received training required by Title IX;
 5. Provide the parties a reasonable and equal opportunity to make a statement in support of, or challenging, the outcome; and
 6. Notify the parties of the result of the appeal and the rationale for the result.
- E. When a complaint is dismissed, the school district must, at a minimum:
1. Offer supportive measures to the complainant as appropriate;
 2. If the respondent has been notified of the allegations, offer supportive measures to the respondent as appropriate; and
 3. Take other appropriate prompt and effective steps, as appropriate, through the Title IX Coordinator to ensure that sex discrimination does not continue or recur within the school district's education program or activity.
- F. Dismissal of a complaint or a portion thereof does not preclude the school district from addressing the underlying conduct in any manner that the school district deems appropriate.

VI. Investigation

- A. The school district will provide for adequate, reliable, and impartial investigation of complaints.
- B. The burden is on the school district – not on the parties – to conduct an investigation that gathers sufficient evidence to determine whether sex discrimination occurred;
- C. The school district will provide an equal opportunity for the parties to present fact witnesses and other inculpatory and exculpatory evidence that are relevant and not otherwise impermissible;
- D. The school district will review all evidence gathered through the investigation and determine what evidence is relevant and what evidence is impermissible regardless of relevance.

- E. The school district will provide each party with an equal opportunity to access the evidence that is relevant to the allegations of sex discrimination and not otherwise impermissible in the following manner:
- a. The school district will provide an equal opportunity to access either the relevant and not otherwise impermissible evidence, or an accurate description of this evidence. If the school district provides a description of the evidence, it will provide the parties with an equal opportunity to access the relevant and not otherwise impermissible evidence upon the request of any party;
 - b. The school district will provide a reasonable opportunity to respond to the evidence or to the accurate description of the evidence; and
 - c. The school district will take reasonable steps to prevent and address the parties' unauthorized disclosure of information and evidence obtained solely through the grievance procedures. Disclosures of such information and evidence for purposes of administrative proceedings or litigation related to the complaint of sex discrimination are authorized.

F. Questioning Parties and Witnesses to Aid in Evaluating Allegations and Assessing Credibility

The decisionmaker may ask questions of parties and witnesses to adequately assess a party's or witness's credibility to the extent credibility is both in dispute and relevant to evaluating one or more allegations of sex discrimination.

G. Determination Whether Sex Discrimination Occurred

Following an investigation and evaluation of all relevant and not otherwise impermissible evidence, the school district will:

1. Use the preponderance of the evidence standard of proof to determine whether sex discrimination occurred. This standard of proof requires the decisionmaker to evaluate relevant and not otherwise impermissible evidence for its persuasiveness. If the decisionmaker is not persuaded under the applicable standard by the evidence that sex discrimination occurred, whatever the quantity of the evidence is, the decisionmaker will not determine that sex discrimination occurred.
2. Notify the parties in writing of the determination whether sex discrimination occurred under Title IX or its regulations including the rationale for such determination;
3. Not impose discipline on a respondent for sex discrimination prohibited by Title IX unless there is a determination at the conclusion of the grievance procedures that the respondent engaged in prohibited sex discrimination;
4. If there is a determination that sex discrimination occurred, the Title IX Coordinator will, as appropriate:

- a. Coordinate the provision and implementation of remedies to a complainant and other persons the school district identifies as having had equal access to the school district's education program or activity limited or denied by sex discrimination;
 - b. Coordinate the imposition of any disciplinary sanctions on a respondent, including notification to the complainant of any such disciplinary sanctions; and
 - c. Take other appropriate prompt and effective steps to ensure that sex discrimination does not continue or recur within the school district's education program or activity;
4. Comply with the grievance procedures before the imposition of any disciplinary sanctions against a respondent; and
 5. Not discipline a party, witness, or others participating in school district's grievance procedures for making a false statement or for engaging in consensual sexual conduct based solely on the school district's determination whether sex discrimination occurred.

V. Informal Resolution

In lieu of resolving a complaint through the school district's grievance procedures, the parties may instead elect to participate in an informal resolution process offered by the school district. Informal resolution is not available to resolve a complaint that includes allegations that an employee engaged in sex-based harassment of a student, or when such a process would conflict with Federal, Minnesota, or local law.

VI. Disciplinary Sanctions & Remedies for Complaints of Sex-Based Harassment

- A. Supportive measures may be made available to complainants and respondents, as appropriate. Available supportive measures include: reassignment of classes, transportation changes, no-contact directives, alternate passing times, escorts, extensions of deadlines or course-related requirements, counseling or support from designated adults, and other measures that are necessary and appropriate to ensure complainants and respondents are not denied equal access to the school district's education program and activity.
- B. Following a determination that sex-based harassment occurred by a student-respondent, the school district may impose discipline consistent with Policy 506. Following a determination that sex-based harassment occurred by an employee-respondent, the school district may impose discipline consistent with any applicable personnel policy, collective bargaining agreement, or Minnesota law, including suspension without pay and termination or discharge.
- C. Following a determination that sex-based harassment occurred, available remedies may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, mutual or unilateral restrictions on contact between the parties, leaves of absence, monitoring of certain areas of school district buildings or property, transfer, transportation changes, and other remedies determined appropriate by the Title IX Coordinator.

Intermediate School District 917
 Check Register Including System Voids
 Run Date: 09/20/2024 - 11/04/2024

CHECK NUMBER	ISSUE DATE	VENDOR	STATUS	TOTAL	DESCRIPTION
1908782	10/11/2024	TARA DUFORT	V	(25.00)	VOID MANUAL CHECK
1909048	10/04/2024	FRONTIER COMMUNICATIONS	V	(518.30)	VOID MANUAL CHECK
1909130	09/27/2024	ALL IN ONE TRANSLATION AGENCY, LLC	R	90.00	ACCOUNTS PAYABLE CHECK
1909131	09/27/2024	AMANDA GROH	R	585.00	ACCOUNTS PAYABLE CHECK
1909132	09/27/2024	AMAZON CAPITAL SERVICES	V	-	VOID: MULTI STUB CHECK
1909133	09/27/2024	AMAZON CAPITAL SERVICES	R	3,918.28	ACCOUNTS PAYABLE CHECK
1909134	09/27/2024	DEPARTMENT OF HUMAN SERVICES	R	1,316.00	ACCOUNTS PAYABLE CHECK
1909135	09/27/2024	KAREN CASS FELLING, M.A., LP	R	1,500.00	ACCOUNTS PAYABLE CHECK
1909136	09/27/2024	MASE	R	40.00	ACCOUNTS PAYABLE CHECK
1909137	09/27/2024	MEGAN CATHERINE MATRAS	R	390.00	ACCOUNTS PAYABLE CHECK
1909138	09/27/2024	MENARDS	R	122.84	ACCOUNTS PAYABLE CHECK
1909139	09/27/2024	MN REGISTRY OF INTERPRETERS	R	200.00	ACCOUNTS PAYABLE CHECK
1909140	09/27/2024	NOVA EDUCATION CONSULTANTS	R	16,386.67	ACCOUNTS PAYABLE CHECK
1909141	09/27/2024	OPG-3 INC	R	205.00	ACCOUNTS PAYABLE CHECK
1909142	09/27/2024	PROCARE THERAPY	R	16,620.50	ACCOUNTS PAYABLE CHECK
1909143	09/27/2024	SAM'S CLUB/SYNCHRONY BANK	R	1,345.52	ACCOUNTS PAYABLE CHECK
1909144	09/27/2024	TEACHERS ON CALL INC	R	10,431.87	ACCOUNTS PAYABLE CHECK
1909145	09/27/2024	TRIUMPH EDUCATIONAL CONSULTING	R	97.50	ACCOUNTS PAYABLE CHECK
1909146	09/27/2024	ZEN EDUCATE INC	R	4,475.38	ACCOUNTS PAYABLE CHECK
1909147	09/27/2024	BAYCOM, INC.	R	5,122.94	ACCOUNTS PAYABLE CHECK
1909148	09/27/2024	CENTERPOINT ENERGY	R	80.12	ACCOUNTS PAYABLE CHECK
1909149	09/27/2024	CENTURYLINK	R	1,715.49	ACCOUNTS PAYABLE CHECK
1909150	09/27/2024	CITY OF ROSEMOUNT	R	4,110.49	ACCOUNTS PAYABLE CHECK
1909151	09/27/2024	DAKOTA TRUCK UNDERWRITERS	R	32,601.00	ACCOUNTS PAYABLE CHECK
1909152	09/27/2024	DISCOUNT SCHOOL SUPPLY	R	190.19	ACCOUNTS PAYABLE CHECK
1909153	09/27/2024	GOPHER SPORT	R	62.95	ACCOUNTS PAYABLE CHECK
1909154	09/27/2024	IND SCH DIST 191	R	29,289.27	ACCOUNTS PAYABLE CHECK
1909155	09/27/2024	LAKESHORE LEARNING MATERIALS	R	170.45	ACCOUNTS PAYABLE CHECK
1909156	09/27/2024	LOFFLER BUSINESS SYSTEMS	R	7,250.00	ACCOUNTS PAYABLE CHECK
1909157	09/27/2024	PAR	R	741.00	ACCOUNTS PAYABLE CHECK
1909158	09/27/2024	RIFTON EQ/COMMUNITY PRODUCTS LLC	R	936.74	ACCOUNTS PAYABLE CHECK
1909159	09/27/2024	ROSEMOUNT AUTO SERVICE	R	1,434.74	ACCOUNTS PAYABLE CHECK
1909160	09/27/2024	SCHOOL NURSE SUPPLY	R	514.47	ACCOUNTS PAYABLE CHECK
1909161	09/27/2024	SOUTHPAW ENTERPRISES	R	131.67	ACCOUNTS PAYABLE CHECK
1909162	09/27/2024	TECHNOLOGY BY DESIGN, LLC	R	1,440.00	ACCOUNTS PAYABLE CHECK
1909163	09/27/2024	SUN AUTO TIRE & SERVICE	R	67.18	ACCOUNTS PAYABLE CHECK
1909164	09/27/2024	VALLEY VIEW GLASS & SCREEN	R	1,035.00	ACCOUNTS PAYABLE CHECK
1909165	09/27/2024	IMAGINE LEARNING LLC	R	345.40	ACCOUNTS PAYABLE CHECK
1909166	09/27/2024	XCEL ENERGY	R	10,156.56	ACCOUNTS PAYABLE CHECK
1909167	09/27/2024	ZOLL MEDICAL CORPORATION	R	394.72	ACCOUNTS PAYABLE CHECK
1909168	09/30/2024	WISCONSIN SCTF	R	845.39	ACCOUNTS PAYABLE CHECK
1909169	09/30/2024	917 PROGRAM ASST EDU ASSOCIATION	R	3,969.79	ACCOUNTS PAYABLE CHECK
1909170	09/30/2024	FTC	R	258.33	ACCOUNTS PAYABLE CHECK
1909171	09/30/2024	O.P.E.I.U., LOCAL 12	R	405.76	ACCOUNTS PAYABLE CHECK
1909172	10/04/2024	360 COMMUNITIES	R	18,550.00	ACCOUNTS PAYABLE CHECK
1909173	10/04/2024	AMANDA GROH	R	585.00	ACCOUNTS PAYABLE CHECK
1909174	10/04/2024	BRIGHTWORKS	R	1,200.00	ACCOUNTS PAYABLE CHECK
1909175	10/04/2024	DOOR SERVICE CO	R	20,252.00	ACCOUNTS PAYABLE CHECK
1909176	10/04/2024	EVA TAGUDINA	R	1,500.00	ACCOUNTS PAYABLE CHECK
1909177	10/04/2024	USI CONSULTING GROUP, INC	R	4,000.00	ACCOUNTS PAYABLE CHECK
1909178	10/04/2024	HILLER COMMERCIAL FLOORS	R	8,447.24	ACCOUNTS PAYABLE CHECK
1909179	10/04/2024	LARSON KING, LLP	R	14,634.96	ACCOUNTS PAYABLE CHECK
1909180	10/04/2024	LYN-MAR PRINTING	R	193.00	ACCOUNTS PAYABLE CHECK
1909181	10/04/2024	MAD HATTER WELLNESS, LLC	R	4,700.00	ACCOUNTS PAYABLE CHECK
1909182	10/04/2024	MASA	R	250.00	ACCOUNTS PAYABLE CHECK
1909183	10/04/2024	MEGAN CATHERINE MATRAS	R	195.00	ACCOUNTS PAYABLE CHECK
1909184	10/04/2024	MODULARHOSE.COM	R	104.35	ACCOUNTS PAYABLE CHECK

Intermediate School District 917
 Check Register Including System Voids
 Run Date: 09/20/2024 - 11/04/2024

CHECK NUMBER	ISSUE DATE	VENDOR	STATUS	TOTAL	DESCRIPTION
1909185	10/04/2024	OFFICE DEPOT	R	125.12	ACCOUNTS PAYABLE CHECK
1909186	10/04/2024	PROCARE THERAPY	R	8,277.00	ACCOUNTS PAYABLE CHECK
1909187	10/04/2024	REGINA MAENDLER, HEART & SCIENCE	R	7,245.00	ACCOUNTS PAYABLE CHECK
1909188	10/04/2024	SAM'S CLUB/SYNCHRONY BANK	R	35.24	ACCOUNTS PAYABLE CHECK
1909189	10/04/2024	TRIUMPH EDUCATIONAL CONSULTING	R	845.00	ACCOUNTS PAYABLE CHECK
1909190	10/04/2024	ZEN EDUCATE INC	R	5,425.78	ACCOUNTS PAYABLE CHECK
1909191	10/04/2024	BAYCOM, INC.	R	181.00	ACCOUNTS PAYABLE CHECK
1909192	10/04/2024	DELL MARKETING L.P.	R	7,070.36	ACCOUNTS PAYABLE CHECK
1909193	10/04/2024	ENABLING DEVICES	R	399.85	ACCOUNTS PAYABLE CHECK
1909194	10/04/2024	FOLLETT SCHOOL SOLUTIONS, LLC	R	604.12	ACCOUNTS PAYABLE CHECK
1909195	10/04/2024	FRONTIER COMMUNICATIONS	R	1,039.48	ACCOUNTS PAYABLE CHECK
1909196	10/04/2024	GOPHER SPORT	R	842.46	ACCOUNTS PAYABLE CHECK
1909197	10/04/2024	INTEGRATED PROTECTION SYSTEMS INC	R	2,507.50	ACCOUNTS PAYABLE CHECK
1909198	10/04/2024	LAKESHORE LEARNING MATERIALS	R	102.80	ACCOUNTS PAYABLE CHECK
1909199	10/04/2024	LEARNING A-Z	R	135.00	ACCOUNTS PAYABLE CHECK
1909200	10/04/2024	MARCO INC	R	124.71	ACCOUNTS PAYABLE CHECK
1909201	10/04/2024	OUTDOOR IMAGES, INC	R	1,320.00	ACCOUNTS PAYABLE CHECK
1909202	10/04/2024	ROSEMOUNT AUTO SERVICE	R	296.86	ACCOUNTS PAYABLE CHECK
1909203	10/04/2024	SONOVA USA INC.	R	1,057.69	ACCOUNTS PAYABLE CHECK
1909204	10/04/2024	TECHNOLOGY BY DESIGN, LLC	R	3,200.00	ACCOUNTS PAYABLE CHECK
1909205	10/04/2024	SUN AUTO TIRE AND SERVICE	R	266.75	ACCOUNTS PAYABLE CHECK
1909206	10/11/2024	AMANDA GROH	R	585.00	ACCOUNTS PAYABLE CHECK
1909207	10/11/2024	CUB FOODS - INVER GROVE HTS	R	28.03	ACCOUNTS PAYABLE CHECK
1909208	10/11/2024	CUB FOODS - ROSEMOUNT	R	71.21	ACCOUNTS PAYABLE CHECK
1909209	10/11/2024	DIAMOND VOGEL PAINTS	R	524.56	ACCOUNTS PAYABLE CHECK
1909210	10/11/2024	MEGAN CATHERINE MATRAS	R	390.00	ACCOUNTS PAYABLE CHECK
1909211	10/11/2024	MENARDS	R	314.98	ACCOUNTS PAYABLE CHECK
1909212	10/11/2024	MRI INTERMEDIATE HOLDINGS, LLC	R	37.50	ACCOUNTS PAYABLE CHECK
1909213	10/11/2024	NOVA EDUCATION CONSULTANTS	R	13,890.00	ACCOUNTS PAYABLE CHECK
1909214	10/11/2024	PROCARE THERAPY	R	8,000.00	ACCOUNTS PAYABLE CHECK
1909215	10/11/2024	TARA DUFORT	R	25.00	ACCOUNTS PAYABLE CHECK
1909216	10/11/2024	TEACHERS ON CALL INC	R	19,748.90	ACCOUNTS PAYABLE CHECK
1909217	10/11/2024	ZEN EDUCATE INC	R	5,908.53	ACCOUNTS PAYABLE CHECK
1909217	10/21/2024	ZEN EDUCATE INC	V	(5,908.53)	VOID MANUAL CHECK
1909218	10/14/2024	APPLE COMPUTER, INC	R	400.00	ACCOUNTS PAYABLE CHECK
1909219	10/14/2024	AI TECHNOLOGIES, LLC	R	5,755.75	ACCOUNTS PAYABLE CHECK
1909220	10/14/2024	ARVIG ENTERPRISES, INC	R	2,243.96	ACCOUNTS PAYABLE CHECK
1909221	10/14/2024	CDWG	R	199.77	ACCOUNTS PAYABLE CHECK
1909222	10/14/2024	INTEREUM, INC	R	3,859.26	ACCOUNTS PAYABLE CHECK
1909223	10/14/2024	LAKESHORE LEARNING MATERIALS	R	32.01	ACCOUNTS PAYABLE CHECK
1909224	10/14/2024	MICROSONIC	R	334.00	ACCOUNTS PAYABLE CHECK
1909225	10/14/2024	MN CLN SERVICES, INC	R	7,320.00	ACCOUNTS PAYABLE CHECK
1909226	10/14/2024	REPUBLIC SERVICES #923	R	614.62	ACCOUNTS PAYABLE CHECK
1909227	10/14/2024	SCHOLASTIC CLASSROOM MAGAZINES	R	86.12	ACCOUNTS PAYABLE CHECK
1909228	10/14/2024	SCHOLASTIC, INC	R	846.12	ACCOUNTS PAYABLE CHECK
1909229	10/14/2024	SCHOOL SPECIALTY, LLC	R	7,728.15	ACCOUNTS PAYABLE CHECK
1909230	10/14/2024	VERIZON WIRELESS	R	890.59	ACCOUNTS PAYABLE CHECK
1909231	10/15/2024	WISCONSIN SCTF	R	845.39	ACCOUNTS PAYABLE CHECK
1909232	10/15/2024	917 PROGRAM ASST EDU ASSOCIATION	R	3,855.26	ACCOUNTS PAYABLE CHECK
1909233	10/15/2024	EDUCATION MINNESOTA, LOCAL 3904	R	9,022.66	ACCOUNTS PAYABLE CHECK
1909234	10/15/2024	FTC	R	1,365.83	ACCOUNTS PAYABLE CHECK
1909235	10/15/2024	O.P.E.I.U., LOCAL 12	R	405.76	ACCOUNTS PAYABLE CHECK
1909236	10/15/2024	RELATED SERVICES NURSES ESP	R	170.34	ACCOUNTS PAYABLE CHECK
1909237	10/17/2024	BUG BUSTERS, INC	R	345.00	ACCOUNTS PAYABLE CHECK
1909238	10/17/2024	CDWG	R	565.36	ACCOUNTS PAYABLE CHECK
1909239	10/17/2024	DAKOTA TRUCK UNDERWRITERS	R	32,601.00	ACCOUNTS PAYABLE CHECK
1909240	10/17/2024	FRONTIER COMMUNICATIONS	R	762.36	ACCOUNTS PAYABLE CHECK

Intermediate School District 917
 Check Register Including System Voids
 Run Date: 09/20/2024 - 11/04/2024

CHECK NUMBER	ISSUE DATE	VENDOR	STATUS	TOTAL	DESCRIPTION
1909241	10/17/2024	GENERAL PARTS	R	335.95	ACCOUNTS PAYABLE CHECK
1909242	10/17/2024	LAKESHORE LEARNING MATERIALS	R	34.52	ACCOUNTS PAYABLE CHECK
1909243	10/17/2024	MN ENERGY RESOURCES CORPORATION	R	106.86	ACCOUNTS PAYABLE CHECK
1909244	10/17/2024	ROOF TECH, INC	R	1,550.85	ACCOUNTS PAYABLE CHECK
1909245	10/17/2024	TEACHING STRATEGIES, LLC	R	320.60	ACCOUNTS PAYABLE CHECK
1909246	10/17/2024	SUN AUTO TIRE AND SERVICE	R	525.24	ACCOUNTS PAYABLE CHECK
1909247	10/18/2024	AMANDA GROH	R	585.00	ACCOUNTS PAYABLE CHECK
1909248	10/18/2024	AMAZON CAPITAL SERVICES	V	-	VOID: MULTI STUB CHECK
1909249	10/18/2024	AMAZON CAPITAL SERVICES	V	-	VOID: MULTI STUB CHECK
1909250	10/18/2024	AMAZON CAPITAL SERVICES	R	5,042.05	ACCOUNTS PAYABLE CHECK
1909251	10/18/2024	CEMENT RAISING INC	R	595.00	ACCOUNTS PAYABLE CHECK
1909252	10/18/2024	DAKOTA COUNTY SHERIFF	R	49,392.50	ACCOUNTS PAYABLE CHECK
1909253	10/18/2024	FARMINGTON COMMUNITY EDUCATION	R	456.00	ACCOUNTS PAYABLE CHECK
1909254	10/18/2024	IEA, INC	R	12,100.00	ACCOUNTS PAYABLE CHECK
1909255	10/18/2024	KAREN CASS FELLING, M.A., LP	R	750.00	ACCOUNTS PAYABLE CHECK
1909256	10/18/2024	KEYSTONE INTERPRETING SOLUTIONS INC	R	2,784.87	ACCOUNTS PAYABLE CHECK
1909257	10/18/2024	LEARNING A-Z	R	1,613.00	ACCOUNTS PAYABLE CHECK
1909258	10/18/2024	MASE	R	758.00	ACCOUNTS PAYABLE CHECK
1909259	10/18/2024	MENARDS	R	8.25	ACCOUNTS PAYABLE CHECK
1909260	10/18/2024	NASCO	R	157.94	ACCOUNTS PAYABLE CHECK
1909261	10/18/2024	OFFICE OF MN.IT SERVICES	R	379.89	ACCOUNTS PAYABLE CHECK
1909262	10/18/2024	O'NEILL ELECTRIC INC	R	299.75	ACCOUNTS PAYABLE CHECK
1909263	10/18/2024	OPG-3 INC	R	2,050.00	ACCOUNTS PAYABLE CHECK
1909264	10/18/2024	PAWS FOR LEARNING, INC	R	925.00	ACCOUNTS PAYABLE CHECK
1909265	10/18/2024	SQUIRES, WALDSPURGER & MACE, P.A.	R	1,285.18	ACCOUNTS PAYABLE CHECK
1909266	10/18/2024	TEACHERS ON CALL INC	R	10,334.06	ACCOUNTS PAYABLE CHECK
1909267	10/18/2024	THERAPY NOTES, LLC	R	329.00	ACCOUNTS PAYABLE CHECK
1909268	10/18/2024	ZEN EDUCATE INC	R	4,676.96	ACCOUNTS PAYABLE CHECK
1909269	10/22/2024	FERMIN CURAMING	R	1,500.00	ACCOUNTS PAYABLE CHECK
1909270	10/22/2024	RICHARD TIEMPO	R	1,500.00	ACCOUNTS PAYABLE CHECK
1909271	10/25/2024	ALL IN ONE TRANSLATION AGENCY, LLC	R	461.25	ACCOUNTS PAYABLE CHECK
1909272	10/25/2024	AMANDA GROH	R	585.00	ACCOUNTS PAYABLE CHECK
1909273	10/25/2024	BAMBOO PROFESSIONALS, LLC	R	2,590.00	ACCOUNTS PAYABLE CHECK
1909274	10/25/2024	CKC GOOD FOOD	R	28,086.84	ACCOUNTS PAYABLE CHECK
1909274	10/25/2024	CKC GOOD FOOD	V	(28,086.84)	VOID MANUAL CHECK
1909275	10/25/2024	DISTRICT 191 FOOD SERVICE	R	1,567.00	ACCOUNTS PAYABLE CHECK
1909276	10/25/2024	INVER HILLS COMMUNITY COLLEGE	R	46.97	ACCOUNTS PAYABLE CHECK
1909277	10/25/2024	KAREN CASS FELLING, M.A., LP	R	1,050.00	ACCOUNTS PAYABLE CHECK
1909278	10/25/2024	KEYSTONE INTERPRETING SOLUTIONS INC	R	702.90	ACCOUNTS PAYABLE CHECK
1909279	10/25/2024	KRAFT MECHANICAL, LLC	R	250,059.95	ACCOUNTS PAYABLE CHECK
1909280	10/25/2024	NOVA EDUCATION CONSULTANTS	R	11,518.75	ACCOUNTS PAYABLE CHECK
1909281	10/25/2024	OFFICE DEPOT	R	94.02	ACCOUNTS PAYABLE CHECK
1909282	10/25/2024	PELLICCI ACE HARDWARE EAGAN	R	15.81	ACCOUNTS PAYABLE CHECK
1909283	10/25/2024	PROCARE THERAPY	R	10,593.07	ACCOUNTS PAYABLE CHECK
1909284	10/25/2024	SAM'S CLUB/SYNCHRONY BANK	R	887.88	ACCOUNTS PAYABLE CHECK
1909285	10/25/2024	SOURCEWELL	R	3,330.00	ACCOUNTS PAYABLE CHECK
1909286	10/25/2024	TEACHERS ON CALL INC	R	14,537.14	ACCOUNTS PAYABLE CHECK
1909287	10/25/2024	THE ARC MINNESOTA	R	300.00	ACCOUNTS PAYABLE CHECK
1909288	10/25/2024	TRAVEL LEADERS	R	5,413.37	ACCOUNTS PAYABLE CHECK
1909289	10/25/2024	ZEN EDUCATE INC	R	16,372.64	ACCOUNTS PAYABLE CHECK
1909290	10/25/2024	BENEFIT EXTRAS, INC	R	550.24	ACCOUNTS PAYABLE CHECK
1909291	10/25/2024	BIRCHBANRK BOOKS HERBS & NATIVE ART	R	1,121.24	ACCOUNTS PAYABLE CHECK
1909292	10/25/2024	CENTERPOINT ENERGY	R	86.14	ACCOUNTS PAYABLE CHECK
1909293	10/25/2024	DISCOUNT SCHOOL SUPPLY	R	389.44	ACCOUNTS PAYABLE CHECK
1909294	10/25/2024	DOOR SERVICE CO	R	254.00	ACCOUNTS PAYABLE CHECK
1909295	10/25/2024	ESTR PUBLICATIONS	R	89.80	ACCOUNTS PAYABLE CHECK
1909296	10/25/2024	FRONTIER COMMUNICATIONS	R	1,379.55	ACCOUNTS PAYABLE CHECK

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1909297	10/25/2024	IND SCH DIST 191	R	29,289.27	ACCOUNTS PAYABLE CHECK
1909298	10/25/2024	MARCO INC	R	1,700.00	ACCOUNTS PAYABLE CHECK
1909299	10/25/2024	SAFE WAY BUS CO.	R	797.69	ACCOUNTS PAYABLE CHECK
1909300	10/25/2024	XCEL ENERGY	R	7,640.64	ACCOUNTS PAYABLE CHECK
1909301	10/25/2024	CKC GOOD FOOD	R	28,087.14	ACCOUNTS PAYABLE CHECK
1909302	11/01/2024	ACCELERATED TECHNOLOGIES	R	6,435.35	ACCOUNTS PAYABLE CHECK
1909303	11/01/2024	CENTURYLINK	R	564.40	ACCOUNTS PAYABLE CHECK
1909304	11/01/2024	CENTURYLINK	R	1,162.72	ACCOUNTS PAYABLE CHECK
1909305	11/01/2024	DOOR SERVICE CO	R	160.00	ACCOUNTS PAYABLE CHECK
1909306	11/01/2024	FRONTIER COMMUNICATIONS	R	534.73	ACCOUNTS PAYABLE CHECK
1909307	11/01/2024	HONEST-1 AUTO CARE DIFFLEY77	R	97.41	ACCOUNTS PAYABLE CHECK
1909308	11/01/2024	INTEGRATED PROTECTION SYSTEMS INC	R	337.50	ACCOUNTS PAYABLE CHECK
1909309	11/01/2024	MARCO TECHNOLOGIES	R	106.75	ACCOUNTS PAYABLE CHECK
1909310	11/01/2024	POLAR ELECTRO, INC	R	500.00	ACCOUNTS PAYABLE CHECK
1909311	11/01/2024	REPUBLIC SERVICES #923	R	351.56	ACCOUNTS PAYABLE CHECK
1909312	11/01/2024	SCHOLASTIC CLASSROOM MAGAZINES	R	50.60	ACCOUNTS PAYABLE CHECK
1909313	11/01/2024	USI	R	234.11	ACCOUNTS PAYABLE CHECK
1909314	11/01/2024	WESTMINSTER TECHNOLOGIES, INC	R	396.00	ACCOUNTS PAYABLE CHECK
1909315	11/01/2024	ALL IN ONE TRANSLATION AGENCY, LLC	R	540.00	ACCOUNTS PAYABLE CHECK
1909316	11/01/2024	AMAZON CAPITAL SERVICES	V	-	VOID: MULTI STUB CHECK
1909317	11/01/2024	AMAZON CAPITAL SERVICES	R	3,576.90	ACCOUNTS PAYABLE CHECK
1909318	11/01/2024	ARLYN A ANDERSON	R	460.00	ACCOUNTS PAYABLE CHECK
1909319	11/01/2024	FIL MINNESOTA ASSOCIATION	R	430.00	ACCOUNTS PAYABLE CHECK
1909320	11/01/2024	USI CONSULTING GROUP, INC	R	1,900.00	ACCOUNTS PAYABLE CHECK
1909321	11/01/2024	IND SCH DIST 192	R	16,504.88	ACCOUNTS PAYABLE CHECK
1909322	11/01/2024	IND SCH DIST 200	R	4,763.51	ACCOUNTS PAYABLE CHECK
1909323	11/01/2024	IND SCH DIST 271	R	305.32	ACCOUNTS PAYABLE CHECK
1909324	11/01/2024	J.R.'S ADVANCED RECYCLERS	R	50.00	ACCOUNTS PAYABLE CHECK
1909325	11/01/2024	KAREN CASS FELLING, M.A., LP	R	750.00	ACCOUNTS PAYABLE CHECK
1909326	11/01/2024	MALLOY, MONTAGUE, KARNOWSKI, RADOSE	R	12,500.00	ACCOUNTS PAYABLE CHECK
1909327	11/01/2024	MASA	R	1,189.00	ACCOUNTS PAYABLE CHECK
1909328	11/01/2024	MEGAN CATHERINE MATRAS	R	390.00	ACCOUNTS PAYABLE CHECK
1909329	11/01/2024	MENARDS	R	170.78	ACCOUNTS PAYABLE CHECK
1909330	11/01/2024	OFFICE DEPOT	R	470.83	ACCOUNTS PAYABLE CHECK
1909331	11/01/2024	OPEN UP RESOURCES	R	299.00	ACCOUNTS PAYABLE CHECK
1909332	11/01/2024	PRAIRIE ISLAND INDIAN COMMUNITY	R	200.00	ACCOUNTS PAYABLE CHECK
1909333	11/01/2024	RATWIK, ROSZAK & MALONEY, P.A.	R	480.00	ACCOUNTS PAYABLE CHECK
1909334	11/01/2024	REGINA MAENDLER, HEART & SCIENCE	R	9,225.00	ACCOUNTS PAYABLE CHECK
1909335	11/01/2024	SO. ST. PAUL SPECIAL SCHOOL DIST 6	R	26,416.14	ACCOUNTS PAYABLE CHECK
1909336	11/01/2024	TODD A SAVAGE	R	1,128.00	ACCOUNTS PAYABLE CHECK
1909337	11/04/2024	WISCONSIN SCTF	R	845.39	ACCOUNTS PAYABLE CHECK
1909338	11/04/2024	917 PROGRAM ASST EDU ASSOCIATION	R	3,855.26	ACCOUNTS PAYABLE CHECK
1909339	11/04/2024	EDUCATION MINNESOTA, LOCAL 3904	R	9,053.94	ACCOUNTS PAYABLE CHECK
1909340	11/04/2024	FTC	R	1,150.00	ACCOUNTS PAYABLE CHECK
1909341	11/04/2024	O.P.E.I.U., LOCAL 12	R	441.13	ACCOUNTS PAYABLE CHECK
1909342	11/04/2024	RELATED SERVICES NURSES ESP	R	170.34	ACCOUNTS PAYABLE CHECK
1909343	11/04/2024	GURSTEL LAW FIRM P.C.	R	821.83	ACCOUNTS PAYABLE CHECK
V4002322	10/16/2024	ALDI	R	451.45	ACCOUNTS PAYABLE VOUCHER
V4002323	10/16/2024	AMERGIS	R	12,698.46	ACCOUNTS PAYABLE VOUCHER
V4002324	10/16/2024	ASSN FOR CAREER AND TECH EDUC	R	75.00	ACCOUNTS PAYABLE VOUCHER
V4002325	10/16/2024	BATTERYSHARKS	R	1,302.66	ACCOUNTS PAYABLE VOUCHER
V4002326	10/16/2024	BAYADA HOME HEALTH CARE	R	2,913.00	ACCOUNTS PAYABLE VOUCHER
V4002327	10/16/2024	BREEZY POINT RESORT	R	468.16	ACCOUNTS PAYABLE VOUCHER
V4002328	10/16/2024	WELLS FARGO	V	-	VOID: MULTI STUB VOUCHER
V4002329	10/16/2024	WELLS FARGO	R	4,693.70	ACCOUNTS PAYABLE VOUCHER
V4002330	10/16/2024	CITY OF APPLE VALLEY	R	857.39	ACCOUNTS PAYABLE VOUCHER
V4002331	10/16/2024	CITY OF INVER GROVE HTS	R	621.54	ACCOUNTS PAYABLE VOUCHER

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V4002332	10/16/2024	CLOSING THE GAP	R	655.00	ACCOUNTS PAYABLE VOUCHER
V4002333	10/16/2024	COUNCIL ON ASIAN PACIFIC MN	R	600.00	ACCOUNTS PAYABLE VOUCHER
V4002334	10/16/2024	CRAGUNS LODGE & CONFERENCE CTR	R	505.92	ACCOUNTS PAYABLE VOUCHER
V4002335	10/16/2024	GOOGLE HQ	R	2,364.46	ACCOUNTS PAYABLE VOUCHER
V4002336	10/16/2024	THE HANOVER INSURANCE GROUP	R	18,001.29	ACCOUNTS PAYABLE VOUCHER
V4002337	10/16/2024	HEALTHIEST YOU	R	3,465.00	ACCOUNTS PAYABLE VOUCHER
V4002338	10/16/2024	MENARDS	R	4,259.46	ACCOUNTS PAYABLE VOUCHER
V4002339	10/16/2024	MN DAPE LEADERSHIP COMMITTEE	R	350.00	ACCOUNTS PAYABLE VOUCHER
V4002340	10/16/2024	MN EARTH SCIENCE TEACHERS ASSOC.	R	130.00	ACCOUNTS PAYABLE VOUCHER
V4002341	10/16/2024	MORNING GLORY'S BAKERY CAFE	R	155.57	ACCOUNTS PAYABLE VOUCHER
V4002342	10/16/2024	NORTHERN SIGNS RESEARCH	R	500.00	ACCOUNTS PAYABLE VOUCHER
V4002343	10/16/2024	NURTURED HEART INSTITUTE, LLC	R	999.00	ACCOUNTS PAYABLE VOUCHER
V4002344	10/16/2024	PITNEY BOWES	R	65.97	ACCOUNTS PAYABLE VOUCHER
V4002345	10/16/2024	PROFESSIONAL CRISIS MANAGEMENT ASSO	R	385.00	ACCOUNTS PAYABLE VOUCHER
V4002346	10/16/2024	RATWIK, ROSZAK & MALONEY, P.A.	R	250.00	ACCOUNTS PAYABLE VOUCHER
V4002347	10/16/2024	SOUTHERN OREGON EDUCATION SERVICE D	R	90.00	ACCOUNTS PAYABLE VOUCHER
V4002348	10/16/2024	TECHSMITH	R	117.99	ACCOUNTS PAYABLE VOUCHER
V4002349	10/16/2024	THE HOME DEPOT	R	498.25	ACCOUNTS PAYABLE VOUCHER
V4002350	10/16/2024	TRANE U.S. INC.	R	1,165.00	ACCOUNTS PAYABLE VOUCHER
V4002351	10/16/2024	UNIVERSAL CLEANING SERVICES	R	7,947.50	ACCOUNTS PAYABLE VOUCHER
V4002352	10/16/2024	VITAMINK12, LLC	R	1,200.00	ACCOUNTS PAYABLE VOUCHER
V4002353	10/16/2024	ZOOM VIDEO COMMUNICATIONS INC	R	159.90	ACCOUNTS PAYABLE VOUCHER
V6607342	10/17/2024	MARTHA JOAN ALLEN	R	227.12	ACCOUNTS PAYABLE VOUCHER
V6607343	10/17/2024	KELSIE K ARCH	R	54.27	ACCOUNTS PAYABLE VOUCHER
V6607344	10/17/2024	MELISSA L ARMBRUST	R	98.49	ACCOUNTS PAYABLE VOUCHER
V6607345	10/17/2024	TREVOR R BAILEY	R	90.00	ACCOUNTS PAYABLE VOUCHER
V6607346	10/17/2024	KEITH JAMES BARTHOLOMAUS	R	254.60	ACCOUNTS PAYABLE VOUCHER
V6607347	10/17/2024	JODY A BAUER	R	5.36	ACCOUNTS PAYABLE VOUCHER
V6607348	10/17/2024	THOMAS RICHARD BENNETT	R	22.78	ACCOUNTS PAYABLE VOUCHER
V6607349	10/17/2024	LINDA JO BERG	R	90.00	ACCOUNTS PAYABLE VOUCHER
V6607350	10/17/2024	STEPHANIE BETLEY	R	161.99	ACCOUNTS PAYABLE VOUCHER
V6607351	10/17/2024	MICHAEL JASON BIBRO	R	367.38	ACCOUNTS PAYABLE VOUCHER
V6607352	10/17/2024	AMANDA JO BOEHMER	R	2,721.00	ACCOUNTS PAYABLE VOUCHER
V6607353	10/17/2024	LOREEN M. BOHNERT	R	55.05	ACCOUNTS PAYABLE VOUCHER
V6607354	10/17/2024	DON JAMES BUDACH	R	541.34	ACCOUNTS PAYABLE VOUCHER
V6607355	10/17/2024	BETHANY LEIGH CHRISTIANSON	R	8.71	ACCOUNTS PAYABLE VOUCHER
V6607356	10/17/2024	EMILY MARGARET MATULA	R	139.36	ACCOUNTS PAYABLE VOUCHER
V6607357	10/17/2024	CRAIG ALAN CURTIS	R	90.00	ACCOUNTS PAYABLE VOUCHER
V6607358	10/17/2024	AMY RICHELLE DAWSON	R	52.26	ACCOUNTS PAYABLE VOUCHER
V6607359	10/17/2024	CHRISTOPHER GORDON DEVINE	R	90.00	ACCOUNTS PAYABLE VOUCHER
V6607360	10/17/2024	CARMEN MARIE EATON	R	73.70	ACCOUNTS PAYABLE VOUCHER
V6607361	10/17/2024	AMANDA R ECKRE	R	3.69	ACCOUNTS PAYABLE VOUCHER
V6607362	10/17/2024	LISA A EHLERINGER	R	25.46	ACCOUNTS PAYABLE VOUCHER
V6607363	10/17/2024	SHAE K ELLIOTT	R	90.00	ACCOUNTS PAYABLE VOUCHER
V6607364	10/17/2024	MICHAEL LEONARD FAVOR	R	272.69	ACCOUNTS PAYABLE VOUCHER
V6607365	10/17/2024	SOFIE L FITZSIMMONS	R	128.64	ACCOUNTS PAYABLE VOUCHER
V6607366	10/17/2024	ANGELITA LEE FLEMING	R	22.78	ACCOUNTS PAYABLE VOUCHER
V6607367	10/17/2024	SHERILYN FAYE FRISQUE	R	232.49	ACCOUNTS PAYABLE VOUCHER
V6607368	10/17/2024	CHRISTINA ANN TUOHY	R	90.45	ACCOUNTS PAYABLE VOUCHER
V6607369	10/17/2024	JANA LEE HEIDEMANN	R	64.32	ACCOUNTS PAYABLE VOUCHER
V6607370	10/17/2024	PETER ALLYN HENDRICKS	R	268.00	ACCOUNTS PAYABLE VOUCHER
V6607371	10/17/2024	PAIGE J HERNANDEZ	R	6.70	ACCOUNTS PAYABLE VOUCHER
V6607372	10/17/2024	JENNIFER AMY HETLAND	R	90.00	ACCOUNTS PAYABLE VOUCHER
V6607373	10/17/2024	MELISSA ROCHELL HO	R	185.03	ACCOUNTS PAYABLE VOUCHER
V6607374	10/17/2024	JUSTIN DAVID HOELSCHER	R	51.59	ACCOUNTS PAYABLE VOUCHER
V6607375	10/17/2024	DENISE ERIN HORVATH	R	5.58	ACCOUNTS PAYABLE VOUCHER
V6607376	10/17/2024	KATE SCHNEEWEIS HULSE	R	209.26	ACCOUNTS PAYABLE VOUCHER

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V6607377	10/17/2024	SARAH CAITLIN IDEEN	R	45.00	ACCOUNTS PAYABLE VOUCHER
V6607378	10/17/2024	JULIE CHRISTINE ILLA	R	9.65	ACCOUNTS PAYABLE VOUCHER
V6607379	10/17/2024	MARK W JOHNS	R	134.69	ACCOUNTS PAYABLE VOUCHER
V6607380	10/17/2024	AMY TAMARAH WOLF KAUFMAN	R	53.60	ACCOUNTS PAYABLE VOUCHER
V6607381	10/17/2024	LAUREN ROSE KELLY	R	90.00	ACCOUNTS PAYABLE VOUCHER
V6607382	10/17/2024	LORI ANN KLEIN	R	244.77	ACCOUNTS PAYABLE VOUCHER
V6607383	10/17/2024	JOAN MARGARET KRAFT	R	59.95	ACCOUNTS PAYABLE VOUCHER
V6607384	10/17/2024	CAROL LEIGH KURTEN	R	10.99	ACCOUNTS PAYABLE VOUCHER
V6607385	10/17/2024	ANNA MARIE LAMPHERE	R	32.14	ACCOUNTS PAYABLE VOUCHER
V6607386	10/17/2024	CORY LEE LANGENFELD	R	90.00	ACCOUNTS PAYABLE VOUCHER
V6607387	10/17/2024	MARCI LEVY-MAGUIRE	R	281.92	ACCOUNTS PAYABLE VOUCHER
V6607388	10/17/2024	KARIN NICOLE LUNDIN	R	8.04	ACCOUNTS PAYABLE VOUCHER
V6607389	10/17/2024	ERIN JEAN MAHNKE	R	90.00	ACCOUNTS PAYABLE VOUCHER
V6607390	10/17/2024	KIM MARIE MARTIN	R	71.69	ACCOUNTS PAYABLE VOUCHER
V6607391	10/17/2024	CATHLEEN CAROL MATTICE	R	45.00	ACCOUNTS PAYABLE VOUCHER
V6607392	10/17/2024	SHARRI HELENE MCGIBBON	R	374.86	ACCOUNTS PAYABLE VOUCHER
V6607393	10/17/2024	STEPHANIE LYNN MUNNS	R	10.05	ACCOUNTS PAYABLE VOUCHER
V6607394	10/17/2024	CLAIRE M NACHTWEY	R	35.51	ACCOUNTS PAYABLE VOUCHER
V6607395	10/17/2024	JO ANN MARISKA NAGY	R	60.33	ACCOUNTS PAYABLE VOUCHER
V6607396	10/17/2024	RACHEL LOIS NASAL	R	13.27	ACCOUNTS PAYABLE VOUCHER
V6607397	10/17/2024	CINDY L NORDSTROM	R	11.39	ACCOUNTS PAYABLE VOUCHER
V6607398	10/17/2024	RACHEL ERIN NOVY	R	45.00	ACCOUNTS PAYABLE VOUCHER
V6607399	10/17/2024	ALICIA JOY ODELL	R	129.98	ACCOUNTS PAYABLE VOUCHER
V6607400	10/17/2024	CHARLOTTE ROSE OLSON	R	33.50	ACCOUNTS PAYABLE VOUCHER
V6607401	10/17/2024	JACKIE MARIE PAULEY	R	90.00	ACCOUNTS PAYABLE VOUCHER
V6607402	10/17/2024	EMILY COLLEEN GOODSON	R	22.50	ACCOUNTS PAYABLE VOUCHER
V6607403	10/17/2024	BRITT EMILY PENNINGTON	R	28.14	ACCOUNTS PAYABLE VOUCHER
V6607404	10/17/2024	JENNIFER MAE PETERSEN	R	205.13	ACCOUNTS PAYABLE VOUCHER
V6607405	10/17/2024	BROOKE ALLYSON PETERSON	R	90.00	ACCOUNTS PAYABLE VOUCHER
V6607406	10/17/2024	EMILY ANN PFISTERER	R	429.27	ACCOUNTS PAYABLE VOUCHER
V6607407	10/17/2024	BRIAN J PRICE	R	39.53	ACCOUNTS PAYABLE VOUCHER
V6607408	10/17/2024	ANJALI RAO	R	20.10	ACCOUNTS PAYABLE VOUCHER
V6607409	10/17/2024	WENDI MARLAINA RENKEN	R	45.00	ACCOUNTS PAYABLE VOUCHER
V6607410	10/17/2024	AMY MARIE RENSCH	R	57.71	ACCOUNTS PAYABLE VOUCHER
V6607411	10/17/2024	KENZIE JEAN RICHARDS	R	90.25	ACCOUNTS PAYABLE VOUCHER
V6607412	10/17/2024	PAMELA R RICKERS	R	41.14	ACCOUNTS PAYABLE VOUCHER
V6607413	10/17/2024	AMY SUE RIESGRAF	R	10.05	ACCOUNTS PAYABLE VOUCHER
V6607414	10/17/2024	MELANIE ANN RIX	R	45.00	ACCOUNTS PAYABLE VOUCHER
V6607415	10/17/2024	NICOLLE KATHERINE ROUSH	R	90.00	ACCOUNTS PAYABLE VOUCHER
V6607416	10/17/2024	HAWA D SALAD	R	49.58	ACCOUNTS PAYABLE VOUCHER
V6607417	10/17/2024	MELISSA RAE SCHALLER	R	340.85	ACCOUNTS PAYABLE VOUCHER
V6607418	10/17/2024	BYRON LEITH SCHWAB	R	20.10	ACCOUNTS PAYABLE VOUCHER
V6607419	10/17/2024	LAURA SCHWANZ	R	12.06	ACCOUNTS PAYABLE VOUCHER
V6607420	10/17/2024	ROLAND ARTHUR SESSIONS III	R	298.15	ACCOUNTS PAYABLE VOUCHER
V6607421	10/17/2024	PAMELA JEAN SEVERSON	R	33.95	ACCOUNTS PAYABLE VOUCHER
V6607422	10/17/2024	KARLEEN SHERMAN	R	69.14	ACCOUNTS PAYABLE VOUCHER
V6607423	10/17/2024	HANNAH GRACE SIMMONS	R	11.39	ACCOUNTS PAYABLE VOUCHER
V6607424	10/17/2024	AMY LYNN SWANEY	R	90.00	ACCOUNTS PAYABLE VOUCHER
V6607425	10/17/2024	BRENDA JEAN SZOKA	R	46.90	ACCOUNTS PAYABLE VOUCHER
V6607426	10/17/2024	KAYLEEN LAVONNE TAFFE	R	79.73	ACCOUNTS PAYABLE VOUCHER
V6607427	10/17/2024	SONIA LYNN TENDRICH	R	91.12	ACCOUNTS PAYABLE VOUCHER
V6607428	10/17/2024	TAYLOR MAY LOVIN	R	90.00	ACCOUNTS PAYABLE VOUCHER
V6607429	10/17/2024	SHANYN NICOLE TUFTEE	R	45.00	ACCOUNTS PAYABLE VOUCHER
V6607430	10/17/2024	KIM PAULETTE WALD	R	113.63	ACCOUNTS PAYABLE VOUCHER
V6607431	10/17/2024	ASHLEY LYNNETTE WARD	R	4.69	ACCOUNTS PAYABLE VOUCHER
V6607432	10/17/2024	MONICA J WEBER	R	19.43	ACCOUNTS PAYABLE VOUCHER
V6607433	10/17/2024	SCOTT MICHAEL ZEHNDER	R	45.00	ACCOUNTS PAYABLE VOUCHER

Intermediate School District 917
 Check Register Including System Voids
 Run Date: 09/20/2024 - 11/04/2024

CHECK NUMBER	ISSUE DATE	VENDOR	STATUS	TOTAL	DESCRIPTION
V6607434	10/17/2024	MARK A. ZUZEK	R	14.74	ACCOUNTS PAYABLE VOUCHER
V6607435	10/25/2024	KELSIE K ARCH	R	73.70	ACCOUNTS PAYABLE VOUCHER
V6607436	10/25/2024	MELISSA L ARMBRUST	R	136.01	ACCOUNTS PAYABLE VOUCHER
V6607437	10/25/2024	LAURA ANN ARMSTRONG	R	100.48	ACCOUNTS PAYABLE VOUCHER
V6607438	10/25/2024	KIM MARIE AUSTIN	R	295.47	ACCOUNTS PAYABLE VOUCHER
V6607439	10/25/2024	ALISON L BLANCHARD	R	616.40	ACCOUNTS PAYABLE VOUCHER
V6607440	10/25/2024	EMILY MARGARET MATULA	R	242.54	ACCOUNTS PAYABLE VOUCHER
V6607441	10/25/2024	MEGAN ROSE DIETRICH	R	47.57	ACCOUNTS PAYABLE VOUCHER
V6607442	10/25/2024	AMANDA R ECKRE	R	8.78	ACCOUNTS PAYABLE VOUCHER
V6607443	10/25/2024	SHAE K ELLIOTT	R	57.62	ACCOUNTS PAYABLE VOUCHER
V6607444	10/25/2024	KATHERINE DIANE ENGEL	R	152.76	ACCOUNTS PAYABLE VOUCHER
V6607445	10/25/2024	KATHERINE J FILAS	R	14.07	ACCOUNTS PAYABLE VOUCHER
V6607446	10/25/2024	SHERILYN FAYE FRISQUE	R	550.07	ACCOUNTS PAYABLE VOUCHER
V6607447	10/25/2024	CASSIE J. GROFF	R	145.39	ACCOUNTS PAYABLE VOUCHER
V6607448	10/25/2024	MEGAN KRISTINE HAROLDSON	R	168.84	ACCOUNTS PAYABLE VOUCHER
V6607449	10/25/2024	LEAH HANISCH HARRIS	R	54.94	ACCOUNTS PAYABLE VOUCHER
V6607450	10/25/2024	SARA ASHLEY HENRY	R	398.65	ACCOUNTS PAYABLE VOUCHER
V6607451	10/25/2024	JENNIFER AMY HETLAND	R	272.36	ACCOUNTS PAYABLE VOUCHER
V6607452	10/25/2024	MELISSA ROCHELL HO	R	32.16	ACCOUNTS PAYABLE VOUCHER
V6607453	10/25/2024	CINDY LOU JACOBS	R	82.41	ACCOUNTS PAYABLE VOUCHER
V6607454	10/25/2024	SARAH LYNN JOHNSON	R	498.48	ACCOUNTS PAYABLE VOUCHER
V6607455	10/25/2024	AMY TAMARAH WOLF KAUFMAN	R	223.11	ACCOUNTS PAYABLE VOUCHER
V6607456	10/25/2024	BETSY SUE LARSEN	R	294.80	ACCOUNTS PAYABLE VOUCHER
V6607457	10/25/2024	SARAH MARIE LUDEWIG	R	115.91	ACCOUNTS PAYABLE VOUCHER
V6607458	10/25/2024	STEPHANIE LYNN MUNNS	R	8.04	ACCOUNTS PAYABLE VOUCHER
V6607459	10/25/2024	BRITT EMILY PENNINGTON	R	25.46	ACCOUNTS PAYABLE VOUCHER
V6607460	10/25/2024	BROOKE ALLYSON PETERSON	R	48.91	ACCOUNTS PAYABLE VOUCHER
V6607461	10/25/2024	EMILY ANN PFISTERER	R	268.87	ACCOUNTS PAYABLE VOUCHER
V6607462	10/25/2024	AMY MARIE RENSCH	R	6.70	ACCOUNTS PAYABLE VOUCHER
V6607463	10/25/2024	SARAH CATHERINE ROWLEY	R	243.21	ACCOUNTS PAYABLE VOUCHER
V6607464	10/25/2024	IRENE ELIZABETH SCHULTZ-ALBERT	R	118.59	ACCOUNTS PAYABLE VOUCHER
V6607465	10/25/2024	SAMANTHA KAY SCHULZ	R	71.69	ACCOUNTS PAYABLE VOUCHER
V6607466	10/25/2024	LAURA SCHWANZ	R	30.82	ACCOUNTS PAYABLE VOUCHER
V6607467	10/25/2024	MATTHEW STEVEN STOEKLEN	R	25.46	ACCOUNTS PAYABLE VOUCHER
V6607468	10/25/2024	HEATHER LYNN STOESZ	R	32.83	ACCOUNTS PAYABLE VOUCHER
V6607469	10/25/2024	MARY ELIZABETH TAYLOR	R	169.51	ACCOUNTS PAYABLE VOUCHER
V6607470	10/25/2024	SHANYN NICOLE TUFTEE	R	147.40	ACCOUNTS PAYABLE VOUCHER
V6607471	10/25/2024	JOHN NATHAN VOLKERT	R	154.77	ACCOUNTS PAYABLE VOUCHER
V6607472	10/25/2024	ASHLEY LYNNETTE WARD	R	337.68	ACCOUNTS PAYABLE VOUCHER
V7703376	09/25/2024	DELTA DENTAL OF MINNESOTA	R	33,442.84	ACCOUNTS PAYABLE VOUCHER
V7703377	09/25/2024	MEDICA	R	33,913.35	ACCOUNTS PAYABLE VOUCHER
V7703378	09/30/2024	MEDICA	R	37,836.52	ACCOUNTS PAYABLE VOUCHER
V7703379	09/30/2024	AFLAC	R	1,153.40	ACCOUNTS PAYABLE VOUCHER
V7703380	09/30/2024	AMERIPRISE FINANCIAL ADVISORS	R	3,963.87	ACCOUNTS PAYABLE VOUCHER
V7703381	09/30/2024	AXA EQUITABLE LIFE INS CO	R	1,268.01	ACCOUNTS PAYABLE VOUCHER
V7703382	09/30/2024	FIDELITY INVSTMT TAX-EX SVC CO	R	7,114.58	ACCOUNTS PAYABLE VOUCHER
V7703383	09/30/2024	HEALTH EQUITY, INC.	R	29,378.64	ACCOUNTS PAYABLE VOUCHER
V7703384	09/30/2024	HORACE MANN LIFE INS	R	541.66	ACCOUNTS PAYABLE VOUCHER
V7703385	09/30/2024	INTERNAL REVENUE SERVICE	R	268,231.92	ACCOUNTS PAYABLE VOUCHER
V7703386	09/30/2024	EDUCATION MN ESI BILLING TRUST	R	4,626.24	ACCOUNTS PAYABLE VOUCHER
V7703387	09/30/2024	MN DEPT OF REVENUE	R	46,262.11	ACCOUNTS PAYABLE VOUCHER
V7703388	09/30/2024	MN DEPT OF REVENUE(C)	R	250.00	ACCOUNTS PAYABLE VOUCHER
V7703389	09/30/2024	MN STATE RETIREMENT SYSTEM	R	1,129.16	ACCOUNTS PAYABLE VOUCHER
V7703390	09/30/2024	EXECUTIVE DIRECTOR	R	58,552.52	ACCOUNTS PAYABLE VOUCHER
V7703391	09/30/2024	STATE TREASURER, TRA	R	125,043.92	ACCOUNTS PAYABLE VOUCHER
V7703392	09/30/2024	VARIABLE ANNUITY LIFE INS CO	R	3,798.31	ACCOUNTS PAYABLE VOUCHER
V7703393	09/30/2024	VOYA	R	481.25	ACCOUNTS PAYABLE VOUCHER

Intermediate School District 917
 Check Register Including System Voids
 Run Date: 09/20/2024 - 11/04/2024

CHECK NUMBER	ISSUE DATE	VENDOR	STATUS	TOTAL	DESCRIPTION
V7703394	10/04/2024	APPLE VALLEY ISD LLC	R	46,451.39	ACCOUNTS PAYABLE VOUCHER
V7703395	10/04/2024	SE ISD, DST	R	81,118.46	ACCOUNTS PAYABLE VOUCHER
V7703396	10/07/2024	FIDELITY SECURITY LIFE INS CO	R	2,339.56	ACCOUNTS PAYABLE VOUCHER
V7703397	10/07/2024	MEDICA	R	79,527.30	ACCOUNTS PAYABLE VOUCHER
V7703398	10/07/2024	NATIONAL INSURANCE SERVICES OF WI,	R	10,209.70	ACCOUNTS PAYABLE VOUCHER
V7703399	10/14/2024	MEDICA	R	34,404.04	ACCOUNTS PAYABLE VOUCHER
V7703400	10/15/2024	MEDICA	R	73,637.28	ACCOUNTS PAYABLE VOUCHER
V7703401	10/15/2024	AMERIPRISE FINANCIAL ADVISORS	R	8,703.82	ACCOUNTS PAYABLE VOUCHER
V7703402	10/15/2024	AXA EQUITABLE LIFE INS CO	R	3,864.29	ACCOUNTS PAYABLE VOUCHER
V7703403	10/15/2024	FIDELITY INVSTMT TAX-EX SVC CO	R	14,217.94	ACCOUNTS PAYABLE VOUCHER
V7703404	10/15/2024	HEALTH EQUITY, INC.	R	29,093.31	ACCOUNTS PAYABLE VOUCHER
V7703405	10/15/2024	HORACE MANN LIFE INS	R	2,169.18	ACCOUNTS PAYABLE VOUCHER
V7703406	10/15/2024	INTERNAL REVENUE SERVICE	R	266,858.72	ACCOUNTS PAYABLE VOUCHER
V7703407	10/15/2024	EDUCATION MN ESI BILLING TRUST	R	11,888.17	ACCOUNTS PAYABLE VOUCHER
V7703408	10/15/2024	MN DEPT OF REVENUE	R	45,468.89	ACCOUNTS PAYABLE VOUCHER
V7703409	10/15/2024	MN DEPT OF REVENUE(C)	R	250.00	ACCOUNTS PAYABLE VOUCHER
V7703410	10/15/2024	MN STATE RETIREMENT SYSTEM	R	2,066.66	ACCOUNTS PAYABLE VOUCHER
V7703411	10/15/2024	EXECUTIVE DIRECTOR	R	59,448.15	ACCOUNTS PAYABLE VOUCHER
V7703412	10/15/2024	STATE TREASURER, TRA	R	125,017.42	ACCOUNTS PAYABLE VOUCHER
V7703413	10/15/2024	VARIABLE ANNUITY LIFE INS CO	R	10,997.89	ACCOUNTS PAYABLE VOUCHER
V7703414	10/15/2024	VOYA	R	1,332.51	ACCOUNTS PAYABLE VOUCHER
V7703415	10/18/2024	MN DEPT OF EMPLOYMENT & ECON DEV.	R	210,676.19	ACCOUNTS PAYABLE VOUCHER
V7703416	10/18/2024	WA DEPT OF EMP SEC-PD FAM & MED	R	97.19	ACCOUNTS PAYABLE VOUCHER
V7703417	10/18/2024	WA DEPT OF EMP SEC-WA CARES	R	106.65	ACCOUNTS PAYABLE VOUCHER
V7703418	10/18/2024	WA DEPT OF LABOR & INDUSTRIES	R	172.65	ACCOUNTS PAYABLE VOUCHER
V7703419	10/18/2024	MEDICA	R	40,336.94	ACCOUNTS PAYABLE VOUCHER
V7703420	10/18/2024	WA DEPT OF EMP SEC-WA CARES	R	106.65	ACCOUNTS PAYABLE VOUCHER
V7703421	10/25/2024	DELTA DENTAL OF MINNESOTA	R	24,649.11	ACCOUNTS PAYABLE VOUCHER
V7703422	10/25/2024	MEDICA	R	146,684.44	ACCOUNTS PAYABLE VOUCHER
V7703423	10/30/2024	MEDICA	R	125,088.89	ACCOUNTS PAYABLE VOUCHER
V7703424	11/01/2024	APPLE VALLEY ISD LLC	R	44,255.71	ACCOUNTS PAYABLE VOUCHER
V7703425	11/01/2024	SE ISD, DST	R	81,118.46	ACCOUNTS PAYABLE VOUCHER
V7703426	11/04/2024	AFLAC	R	1,483.48	ACCOUNTS PAYABLE VOUCHER
V7703427	11/04/2024	AMERIPRISE FINANCIAL ADVISORS	R	8,658.82	ACCOUNTS PAYABLE VOUCHER
V7703428	11/04/2024	AXA EQUITABLE LIFE INS CO	R	3,864.29	ACCOUNTS PAYABLE VOUCHER
V7703429	11/04/2024	FIDELITY INVSTMT TAX-EX SVC CO	R	14,307.94	ACCOUNTS PAYABLE VOUCHER
V7703430	11/04/2024	HEALTH EQUITY, INC.	R	29,026.64	ACCOUNTS PAYABLE VOUCHER
V7703431	11/04/2024	HORACE MANN LIFE INS	R	2,169.18	ACCOUNTS PAYABLE VOUCHER
V7703432	11/04/2024	INTERNAL REVENUE SERVICE	R	269,094.68	ACCOUNTS PAYABLE VOUCHER
V7703433	11/04/2024	EDUCATION MN ESI BILLING TRUST	R	21,996.82	ACCOUNTS PAYABLE VOUCHER
V7703434	11/04/2024	MN DEPT OF REVENUE	R	46,024.63	ACCOUNTS PAYABLE VOUCHER
V7703435	11/04/2024	MN DEPT OF REVENUE(C)	R	250.00	ACCOUNTS PAYABLE VOUCHER
V7703436	11/04/2024	MN STATE RETIREMENT SYSTEM	R	2,066.66	ACCOUNTS PAYABLE VOUCHER
V7703437	11/04/2024	EXECUTIVE DIRECTOR	R	59,627.20	ACCOUNTS PAYABLE VOUCHER
V7703438	11/04/2024	STATE TREASURER, TRA	R	125,315.17	ACCOUNTS PAYABLE VOUCHER
V7703439	11/04/2024	VARIABLE ANNUITY LIFE INS CO	R	10,997.89	ACCOUNTS PAYABLE VOUCHER
V7703440	11/04/2024	VOYA	R	1,332.51	ACCOUNTS PAYABLE VOUCHER

Total 3,922,386.02



Customer Service
PO Box 11760
Harrisburg, PA 17108-11760

ACCOUNT STATEMENT

For the Month Ending

September 30, 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
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Minneapolis, MN 55402
612-338-3535
johnsonb@pfmam.com

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Accounts included in Statement

600430	STATE PAYMENTS
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Important Messages

MSDLAF will be closed on 10/14/2024 for Columbus Day.
MSDLAF will be closed on 11/11/2024 for Veterans 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 ICE Data Services. There may be differences in the values shown for investments due to accrued but uncollected income and the use of differing valuation sources and methods. 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.

In August 2024, PFMAM converted its portfolio accounting system from FIS Investment Accounting Manager to SS&C PORTIA. The new system has recalculated the amortized cost and yield to maturity at cost of each security, based upon original cost and settlement date. Some securities, including some factored securities and previously exchanged securities, are now on a modified amortization schedule as compared with that of the past. Where transfers have occurred between your portfolios we have returned their settlement dates to the settlement dates of the original purchases in order to minimize any impact to their amortization schedules.

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

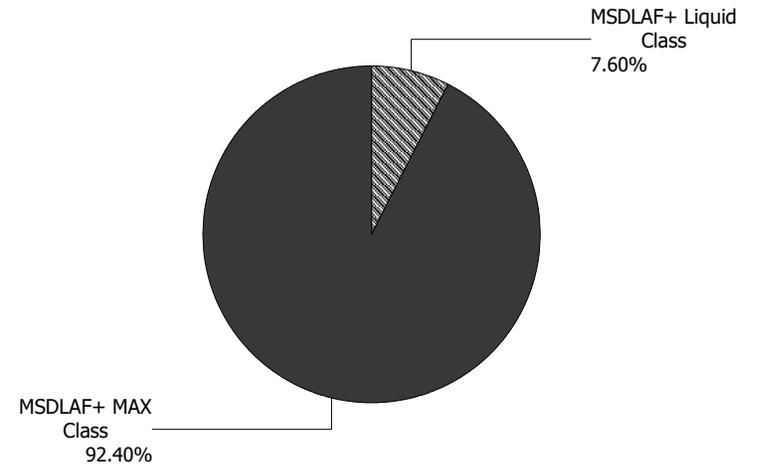
Account Statement - Transaction Summary

For the Month Ending **September 30, 2024**

INTERMEDIATE SCHOOL DISTRICT 917 - STATE PAYMENTS - 600430

MSDLAF+ Liquid Class	
Opening Market Value	1,041,610.76
Purchases	4,267.28
Redemptions	0.00
Unsettled Trades	0.00
Change in Value	0.00
Closing Market Value	\$1,045,878.04
Cash Dividends and Income	4,267.28
MSDLAF+ MAX Class	
Opening Market Value	11,158,041.79
Purchases	1,551,004.33
Redemptions	0.00
Unsettled Trades	0.00
Change in Value	0.00
Closing Market Value	\$12,709,046.12
Cash Dividends and Income	51,004.33

Asset Summary		
	September 30, 2024	August 31, 2024
MSDLAF+ Liquid Class	1,045,878.04	1,041,610.76
MSDLAF+ MAX Class	12,709,046.12	11,158,041.79
Total	\$13,754,924.16	\$12,199,652.55
Asset Allocation		



Account Statement

For the Month Ending **September 30, 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					1,041,610.76
09/30/24	10/01/24	Accrual Income Div Reinvestment - Distributions	1.00	4,267.28	1,045,878.04
Closing Balance					1,045,878.04

	Month of September	Fiscal YTD July-September		
Opening Balance	1,041,610.76	139,302.79	Closing Balance	1,045,878.04
Purchases	4,267.28	1,006,575.25	Average Monthly Balance	1,041,753.00
Redemptions (Excl. Checks)	0.00	(100,000.00)	Monthly Distribution Yield	4.99%
Check Disbursements	0.00	0.00		
Closing Balance	1,045,878.04	1,045,878.04		
Cash Dividends and Income	4,267.28	6,575.25		

MSDLAF+ MAX Class					
Opening Balance					11,158,041.79
09/10/24	09/10/24	Purchase - ACH Purchase	1.00	1,500,000.00	12,658,041.79
09/30/24	10/01/24	Accrual Income Div Reinvestment - Distributions	1.00	51,004.33	12,709,046.12

Account Statement

For the Month Ending **September 30, 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					12,709,046.12
		Month of September	Fiscal YTD July-September		
Opening Balance		11,158,041.79	12,453,732.60	Closing Balance	12,709,046.12
Purchases		1,551,004.33	1,655,313.52	Average Monthly Balance	12,209,741.93
Redemptions (Excl. Checks)		0.00	(1,400,000.00)	Monthly Distribution Yield	5.09%
Check Disbursements		0.00	0.00		
Closing Balance		12,709,046.12	12,709,046.12		
Cash Dividends and Income		51,004.33	155,313.52		

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	1,000,000.00			1,714.46	1,041,610.76	5.11%				49,195.39	11,158,041.79	5.21%	12,199,652.55	50,909.85
Sep				4,267.28	1,045,878.04	4.99%	1,500,000.00			51,004.33	12,709,046.12	5.09%	13,754,924.16	55,271.61
Oct														
Nov														
Dec														
Jan														
Feb														
Mar														
Apr														
May														
Jun														
Total														
FY 25	1,000,000.00	100,000.00	-	6,575.25	1,045,878.04		1,500,000.00	1,400,000.00	-	155,313.52	12,709,046.12		13,754,924.16	161,888.77

AUDREY WEILER, PAYROLL SPECIALIST

PLEASE APPROVE NET PAYROLL FOR

10/15/2024 DIRECT DEPOSITS REGULAR PAY (PR407)

\$780,595.44

NET PAYROLL

\$

780,595.44

Authorized Signature

Mal Johns

Date

11/4/24

AUDREY WEILER, PAYROLL SPECIALIST

PLEASE APPROVE NET PAYROLL FOR

09/30/2024 DIRECT DEPOSITS REGULAR PAY (PR406)

\$795,302.29

NET PAYROLL

\$

795,302.29

Authorized Signature

McJ Ihs

Date

11/4/24

AUDREY WEILER, PAYROLL SPECIALIST

PLEASE APPROVE NET PAYROLL FOR

10/31/2024 DIRECT DEPOSITS REGULAR PAY (PR408)

\$782,753.80

NET PAYROLL

\$

782,753.80

Authorized Signature

Mark J...

Date

11/4/24



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: November 14, 2024
RE: Policies

The policy listed below is a first and final reading:

- **102 Equal Educational Opportunity** – minor word change

The policy list below is a first reading:

- **516 STUDENT MEDICAION AND TELEHEALTH**

102 EQUAL EDUCATIONAL OPPORTUNITY

I. PURPOSE

The purpose of this policy is to ensure that equal educational opportunity is provided for all students of the school district.

II. GENERAL STATEMENT OF POLICY

- A. It is the school district's policy to provide equal educational opportunity for all students. The school district does not ~~unlawfully~~ discriminate on the basis of **one or more of the following**: race, color, creed, religion, national origin, sex, marital status, parental status, status with regard to public assistance, disability, sexual orientation, including gender identity or expression, or age. The school district also makes reasonable accommodations for students with disabilities.
- B. The school district prohibits ~~the~~ harassment and discrimination of any based on any of the protected classifications listed above. For information about the types of conduct that constitute violation of the school district's policy on harassment and violence and the school district's procedures for addressing such complaints, refer to the school district's policy on harassment and violence (Policy 413).
- C. The school district prohibits discrimination of students with a disability, within the intent of Section 504 of the Rehabilitation Act of 1973 ("Section 504"), who need services, accommodations, or programs in order to receive a free appropriate public education. For information as to protections that may apply pursuant to Section 504 and the school district's corresponding procedures for addressing disability discrimination complaints, refer to the school district's policy on student disability nondiscrimination (Policy 521).
- D. The school district prohibits sexual harassment discrimination of any individual on the basis of sex in its education programs or activities. For information as to the protections that apply pursuant to Title IX and school district's corresponding procedures and processes for addressing sexual harassment and discrimination, refer to the school district's policy on Title IX sex nondiscrimination (Policy 522).
- E. The school district shall provide equal opportunity for members of each sex and to members of all races and ethnicities to participate in its athletic program. In determining whether equal opportunity to participate in athletic programs is

available for the purposes of this law, at least the following factors shall be considered to the extent that they are applicable to a given situation: whether the opportunity for males and females to participate in the athletic program reflects the demonstrated interest in athletics of the males and females in the student body of the educational institution; whether the opportunity for members of all races and ethnicities to participate in the athletic program reflects the demonstrated interest in athletics of members of all races and ethnicities in the student body of the educational institution; whether the variety and selection of sports and levels of competition effectively accommodate the demonstrated interests of members of each sex; whether the variety and selection of sports and levels of competition effectively accommodate the demonstrated interests of members of all races and ethnicities; the provision of equipment and supplies; scheduling of games and practice times; assignment of coaches; provision of locker rooms; practice and competitive facilities; and the provision of necessary funds for teams of one sex.

- F. This policy applies to all areas of education including academics, coursework, co- curricular and extracurricular activities, or other rights or privileges of enrollment.
- G. Every school district employee shall be responsible for complying with this policy.
- H. Any student, parent or guardian having any questions regarding this policy should discuss it with the appropriate school district official as provided by policy. In the absence of a specific designee, an inquiry or a complaint should be referred to the superintendent.

Legal References: Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
Minn. Stat. § 121A.03, Subd. 2 (Sexual, Religious, and Racial Harassment and Violence Policy)
Minn. Stat. Section 121A.04 (Athletic Programs; Sex Discrimination)
42 U.S.C. § 12101 *et seq.* (Americans with Disabilities Act)
20 U.S.C. § 1681 *et seq.* (Title IX of the Education Amendments of 1972)
42 U.S.C. § 2000d *et seq.* (Title VI of the Civil Rights Act of 1964)

Cross References: Policy 413 (Harassment and Violence)
MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)
MSBA/MASA Model Policy 522 Title IX Sex Nondiscrimination Policy, Grievance Procedure and Process)

516 STUDENT MEDICATION AND TELEHEALTH

[NOTE: The necessary provisions for complying with Minnesota Statutes, sections 121A.22, Administration of Drugs and Medicine, 121A.221, Possession and Use of Asthma Inhalers by Asthmatic Students, and 121A.222, Possession and Use of Nonprescription Pain Relievers by Secondary Students are included in this policy. The statutes do not regulate administration of drugs and medicine for students aged 18 and over or other nonprescription medications. Please note that section 121A.22 does not require school districts to apply the administration of medication rule to drugs or medicine used off school grounds, drugs or medicines used in connection with athletics or extra-curricular activities, and drugs and medicines that are used in connection with activities that occur before or after the regular school day.]

I. PURPOSE

The purpose of this policy is to set forth the provisions that must be followed when administering nonemergency prescription medication to students at school.

II. GENERAL STATEMENT OF POLICY

The school district acknowledges that some students may require prescribed drugs or medication or telehealth during the school day. The school district's licensed school nurse, trained health clerk, principal, or teacher will administer prescribed medications, except any form of medical cannabis, in accordance with law and school district procedures.

III. DRUG AND MEDICATION REQUIREMENTS

[NOTE: The June 2024 Model Policy 516 revisions include insertion of headings and rearrangement of paragraphs so that similar content is grouped together. School boards can choose whether to make these revisions.]

A. Administration of Drugs and Medicine

1. The administration of ~~prescription~~ medication or drugs at school requires a completed signed request from the student's parent. An oral request must be reduced to writing within two school days, provided that the school district may rely on an oral request until a written request is received.
2. Drugs and medicine subject to Minnesota Statutes, 121A.22 must be administered, to the extent possible, according to school board procedures

that must be developed in consultation with:

- a. with a licensed nurse, in a district that employs a licensed nurse under Minnesota Statutes, section 148.171;
- b. with a licensed school nurse, in a district that employs a licensed school nurse licensed under Minnesota Rules, part 8710.6100;
- c. with a public or private health-related organization, in a district that contracts with a public or private health or health-related organization, according to Minnesota Statutes, 121A.21; or
- d. with the appropriate party, in a district that has an arrangement approved by the Commissioner of the Minnesota Department of Education, according to Minnesota Statutes, 121A.21.

[NOTE: Paragraph III.A.2 had appeared in a different spot in previous versions of this model policy. In June 2024, the paragraph is located here and is updated to reflect 2024 legislative changes.]

3. Exclusions

[Note: The provisions of III.A.3 are optional. The school board may choose to include or exclude any of the provisions specified. These exclusions appeared in previous versions of this model policy.]

The provisions on administration of drugs and medicine above do not apply to drugs or medicine that are:

- a. purchased without a prescription;
- b. used by a pupil who is 18 years old or older;
- c. used in connection with services for which a minor may give effective consent;
- d. used in situations in which, in the judgment of the school personnel, including a licensed nurse, who are present or available, the risk to the pupil's life or health is of such a nature that drugs or medicine should be given without delay;
- e. used off the school grounds;
- f. used in connection with athletics or extracurricular activities;
- g. used in connection with activities that occur before or after the regular school day;

- h. provided or administered by a public health agency to prevent or control an illness or a disease outbreak as provided under Minnesota law;
- i. prescription asthma or reactive airway disease medications can be self-administered by a student with an asthma inhaler if:
 - a. the school district has received a written authorization each school year from the pupil's parent permitting the student to self-administer the medication;
 - b. the inhaler is properly labeled for that student; and
 - c. the parent has not requested school personnel to administer the medication to the student.

In a school that does not have a school nurse or school nursing services, the student's parent or guardian must submit written verification from the prescribing professional which documents that an assessment of the student's knowledge and skills to safely possess and use an asthma inhaler in a school setting has been completed.

If the school district employs a school nurse or provides school nursing services under another arrangement, the school nurse or other appropriate party must assess the student's knowledge and skills to safely possess and use an asthma inhaler in a school setting and enter into the student's school health record a plan to implement safe possession and use of asthma inhalers.

- j. epinephrine auto-injectors, consistent with Minnesota Statutes, section 121A.2205, if the parent and prescribing medical professional annually inform the pupil's school in writing that
 - a. the pupil may possess the epinephrine or
 - b. the pupil is unable to possess the epinephrine and requires immediate access to epinephrine auto-injectors that the parent provides properly labeled to the school for the pupil as needed.
- k. For the purposes of Minnesota Statutes, 121A.22, special health treatments and health functions, such as catheterization, tracheostomy suctioning, and gastrostomy feedings, do not constitute administration of drugs or medicine.

1. Emergency health procedures, including emergency administration of drugs and medicine are not subject to this policy.

B. Prescription Medication

- 1.—An “Authorization and Request for Administration of Medication” form must be completed annually (once per school year) and/or when a change in the prescription or requirements for administration occurs. Prescription medication as used in this policy does not include any form of medical cannabis as defined in Minnesota Statutes, section 152.22, subdivision 6.
2. Prescription medication must come to school in the original container labeled for the student by a pharmacist in accordance with law and must be administered in a manner consistent with the instructions on the label.
3. The school nurse may request to receive further information about the prescription, if needed, prior to administration of the substance.
4. Prescription medications are not to be carried by the student, but will be left with the appropriate school district personnel. Exceptions to this requirement are: prescription asthma medications self-administered with an inhaler (See Paragraph III.A.3(i) above~~Part J.5. below~~), and medications administered as noted in a written agreement between the school district and the parent or as specified in an IEP (individualized education program), Section 504 plan, or IHP (individual health plan).
5. The school must be notified immediately by the parent or student 18 years old or older in writing of any change in the student’s prescription medication administration. A new medical authorization or container label with new pharmacy instructions shall be required immediately as well.
6. The school nurse, or other designated person, shall be responsible for the filing of the Administering Prescription Medications form in the health records section of the student file. The school nurse, or other designated person, shall be responsible for providing a copy of such form to the principal and to other personnel designated to administer the medication.
7. For drugs or medicine used by children with a disability, administration may be as provided in the IEP, Section 504 plan or IHP.

~~Procedures for administration of drugs and medicine at school and school activities shall be developed in consultation with a school nurse, a licensed school nurse, or a public or private health organization or other appropriate party (if appropriately contracted by the school district under Minnesota Statutes section 121A.21). The school district administration shall submit these procedures and any additional guidelines and procedures necessary to implement this policy to the school board for approval. Upon approval by~~

~~the school board, such guidelines and procedures shall be an addendum to this policy.~~

[NOTE: This paragraph is moved to Paragraph III.A.3 above, where it is updated to reflect 2024 legislative changes.]

8. ~~—~~ If the administration of a drug or medication described in this section requires the school district to store the drug or medication, the parent or legal guardian must inform the school if the drug or medication is a controlled substance. For a drug or medication that is not a controlled substance, the request must include a provision designating the school district as an authorized entity to transport the drug or medication for the purpose of destruction if any unused drug or medication remains in the possession of school personnel. For a drug or medication that is a controlled substance, the request must specify that the parent or legal guardian is required to retrieve the drug or controlled substance when requested by the school.

[NOTE: Starting in June 2024, the exceptions appear under Article III.A.3 above.]

1. ~~Special health treatments and health functions such as catheterization, tracheostomy suctioning, and gastrostomy feedings do not constitute administration of drugs and medicine;~~
2. ~~Emergency health procedures, including emergency administration of drugs and medicine are not subject to this policy;~~
3. ~~Drugs or medicine provided or administered by a public health agency to prevent or control an illness or a disease outbreak are not governed by this policy;~~
4. ~~Drugs or medicines used at school in connection with services for which a minor may give effective consent are not governed by this policy;~~
5. ~~Drugs or medicines that are~~
6. ~~Medications:~~
 - a. ~~that are used off school grounds;~~
 - b. ~~that are used in connection with athletics or extracurricular activities; or~~
 - c. ~~that are used in connection with activities that occur before or after the regular school day are not governed by this policy.~~

C. Nonprescription Medication

A secondary student may possess and use nonprescription pain relief in a manner consistent with the labeling, if the school district has received written authorization from the student’s parent or guardian permitting the student to self-administer the medication. The parent or guardian must submit written authorization for the student to self-administer the medication each school year. The school district may revoke a student’s privilege to possess and use nonprescription pain relievers if the school district determines that the student is abusing the privilege. This provision does not apply to the possession or use of any drug or product containing ephedrine or pseudoephedrine as its sole active ingredient or as one of its active ingredients. Except as stated in this paragraph, only prescription medications are governed by this policy.

[NOTE: School districts should consult with licensed medical and nursing personnel to address whether nonprescription medications will be allowed at elementary schools and whether and under what conditions school personnel will participate in storing or administering nonprescription medications.]

D. Possession and Use of Epinephrine Auto-Injectors

At the start of each school year or at the time a student enrolls in school, whichever is first, a student’s parent, school staff, including those responsible for student health care, and the prescribing medical professional must develop and implement an individualized written health plan for a student who is prescribed epinephrine auto-injectors that enables the student to:

1. possess epinephrine auto-injectors; or
2. if the parent and prescribing medical professional determine the student is unable to possess the epinephrine, have immediate access to epinephrine auto-injectors in close proximity to the student at all times during the instructional day.

For the purposes of this policy, “instructional day” is defined as eight hours for each student contact day.

[NOTE: Minnesota law states that “the school board of the school district must define instructional day for the purposes of Minnesota Statutes, 121A.2205.” A sample definition appears above. School districts can create a definition that fits their circumstances.]

The plan must designate the school staff responsible for implementing the student’s health plan, including recognizing anaphylaxis and administering epinephrine auto-injectors when required, consistent with state law. This health plan may be included in a student’s Section 504 plan.

Districts and schools may obtain and possess epinephrine auto-injectors to be maintained and administered by school personnel, including a licensed nurse, to a

student or other individual if, in good faith, it is determined that person is experiencing anaphylaxis regardless of whether the student or other individual has a prescription for an epinephrine auto-injector. The administration of an epinephrine auto-injector in accordance with Minnesota Statutes, section 121A.2207 is not the practice of medicine.

Effective July 1, 2024, registered nurses may administer epinephrine auto-injectors in a school setting according to a condition-specific protocol as authorized under Minnesota Statutes, section 148.235, subdivision 8. Notwithstanding any limitation in Minnesota Statutes, sections 148.171 to 148.285, licensed practical nurses may administer epinephrine auto-injectors in a school setting according to a condition-specific protocol that does not reference a specific patient and that specifies the circumstances under which the epinephrine auto-injector is to be administered, when caring for a patient whose condition falls within the protocol.

[NOTE: The paragraph above was signed into law in May 2024. It is new model policy language.]

A district or school may enter into arrangements with manufacturers of epinephrine auto-injectors to obtain epinephrine auto-injectors at fair-market, free, or reduced prices. A third party, other than a manufacturer or supplier, may pay for a school's supply of epinephrine auto-injectors.

E. Sunscreen

A student may possess and apply a topical sunscreen product during the school day while on school property or at a school-sponsored event without a prescription, physician's note, or other documentation from a licensed health care professional. School personnel are not required to provide sunscreen or assist students in applying sunscreen.

~~L. "Parent" for students 18 years old or older is the student.~~

F. Procedure regarding unclaimed drugs or medications.

1. The school district has adopted the following procedure for the collection and transport of any unclaimed or abandoned prescription drugs or medications remaining in the possession of school personnel in accordance with this policy. Before the transportation of any prescription drug or medication under this policy, the school district shall make a reasonable attempt to return the unused prescription drug or medication to the student's parent or legal guardian. Transportation of unclaimed or unused prescription drugs or medications will occur at least annually, but may occur more frequently at the discretion of the school district.
2. If the unclaimed or abandoned prescription drug is not a controlled substance as defined under Minnesota Statutes, section 152.01, subdivision 4, or is an over-the-counter medication, the school district will either

designate an individual who shall be responsible for transporting the drug or medication to a designated drop-off box or collection site or request that a law enforcement agency transport the drug or medication to a drop-off box or collection site on behalf of the school district.

3. If the unclaimed or abandoned prescription drug is a controlled substance as defined in Minnesota Statutes, section 152.01, subdivision 4, the school district or school personnel is prohibited from transporting the prescription drug to a drop-off box or collection site for prescription drugs identified under this paragraph. The school district must request that a law enforcement agency transport the prescription drug or medication to a collection bin that complies with Drug Enforcement Agency regulations, or if a site is not available, under the agency's procedure for transporting drugs.

IV. ACCESS TO SPACE FOR MENTAL HEALTH CARE THROUGH TELEHEALTH

- A. Beginning October 1, 2024, to the extent space is available, the school district must provide an enrolled secondary school student with access during regular school hours, and to the extent staff is available, before or after the school day on days when students receive instruction at school, to space at the school site that a student may use to receive mental health care through telehealth from a student's licensed mental health provider. A secondary school must develop a plan with procedures to receive requests for access to the space.
- B. The space must provide a student privacy to receive mental health care.
- C. A student may use a school-issued device to receive mental health care through telehealth if such use is consistent with the district or school policy governing acceptable use of the school-issued device.
- D. A school may require a student requesting access to space under this section to submit to the school a signed and dated consent from the student's parent or guardian, or from the student if the student is age 16 or older, authorizing the student's licensed mental health provider to release information from the student's health record that is requested by the school to confirm the student is currently receiving mental health care from the provider. Such a consent is valid for the school year in which it is submitted.

[NOTE: The Minnesota legislature enacted Article IV in the spring 2024.]

Legal References: Minn. Stat. § 13.32 (Educational Data)
Minn. Stat. § 121A.21 (~~School Health Services~~Hiring of Health Personnel)
Minn. Stat. § 121A.216 (Access to Space for Mental Health Care through Telehealth)
Minn. Stat. § 121A.22 (Administration of Drugs and Medicine)
Minn. Stat. § 121A.2205 (Possession and Use of Epinephrine Auto-

Injectors; Model Policy)

Minn. Stat. § 121A.2207 (Life-Threatening Allergies in Schools; Stock Supply of Epinephrine Auto-Injectors)

Minn. Stat. § 121A.221 (Possession and Use of Asthma Inhalers by Asthmatic Students)

Minn. Stat. § 121A.222 (Possession and Use of Nonprescription Pain Relievers by Secondary Students)

Minn. Stat. § 121A.223 (Possession and Use of Sunscreen)

[Minn. Stat. § 148.171 \(Definitions; Title\)](#)

Minn. Stat. § 151.212 (Label of Prescription Drug Containers)

Minn. Stat. § 152.01 (Definitions)

Minn. Stat. § 152.22 (Definitions)

Minn. Stat. § 152.23 (Limitations)

[Minn. Rule 8710.6100 \(School Nurse\)](#)

20 U.S.C. § 1400 *et seq.* (Individuals with Disabilities Education Act)

29 U.S.C. § 794 *et seq.* (Rehabilitation Act of 1973, § 504)

Cross References: MSBA/MASA Model Policy 418 (Drug-Free Workplace/Drug-Free School)

MEMORANDUM OF UNDERSTANDING
between INTERMEDIATE SCHOOL DISTRICT 917
and EDUCATION MINNESOTA LOCAL 3904
Regarding the READ Act Implementation Plan

WHEREAS, the District and Local 3904 are parties to a collective bargaining agreement (CBA) for the period from July 1, 2023, through June 30, 2025, and;

WHEREAS, the State of Minnesota has passed educational policy statutes that will require certified staff to receive concentrated training during the 2024-2025, 2025-2026, and 2026-2027 school years, mandated by the READ Act; and

WHEREAS, completion of this work should be scheduled during the contracted duty day and during the contracted work year;

WHEREAS, the District received a total allotment of \$19,436, with the net allotment available being **\$16,248** after the costs of FICA Tax (\$1,487) and TRA contribution (\$1,701) are deducted, which is allotted for direct payment to certified staff for their work related to the READ Act in school years 2023-2025 only;

THEREFORE, the parties agree to the following:

Subdivision 1: Affected Staff for Phase 1

This Memorandum of Understanding is applicable to the following Intermediate School District 917 certified staff:

- A. Reading Specialists
- B. Special Education teachers in grades PreK-12
- C. Certified staff who select literacy materials for the school district
- D. Elementary multi-language educators

For the time period outlined in this memorandum for the certified staff listed above, the district has identified 107 employees who qualify.

Subdivision 2: Training Options and Accompanying Stipend

Certified staff identified to complete the training in OL&LA: Online Language and Literacy Academy – Consortium on Reaching Excellence in Education (CORE) may qualify for the stipend based on the following two (2) options:

1. Phase 0 Staff (completion of training during the 2023-2024 school year):
 - a. Completion of all OL&LA training and achievement of certification by June 30, 2024.
 - b. A total stipend in the gross amount of \$152.00 will be provided for those who have completed training and provide proof of certification by April 30, 2025. The stipend will be awarded on qualified employees' May 30, 2025 paycheck.

2. Phase 1 Staff (completion of training during the 2024-2025 school year):
 - a. Fifty-four (54) hours of asynchronous (online modules and print reading) and three (3) hours of live synchronous training falling on three different days (October 16, 2024, January 27, 2025, and April 11, 2025).
 - b. Completion of all OL&LA training and achievement of certification by April 18, 2025.
 - c. A total stipend in the gross amount of \$152 will be provided for those who have completed training and provide proof of certification by April 30, 2025. The stipend will be awarded on qualified employees' May 30, 2025 paycheck.

Subdivision 3: Continuing Education Credits and Semester University Credits

1. Semester University Credits:
 - a. Staff may elect to seek university credit for OL&LA training.
 - b. Staff electing this option will complete all requirements of the READ Act training as well as the requirements outlined by Dominican University of California University.
 - c. Coursework/credits being used for lane advancement must follow the lane change process outlined in the Local 3904 CBA, which includes prior approval.
 - d. Outside of the stipend listed above, staff must pay the university for graduate credit equivalency.
 - e. Credits earned to be used for lane advancement must follow the lane change process outlined in the Local 3904 CBA, which includes payment by staff for official transcripts and completion of the corresponding form(s).

Subdivision 4: Duration and Enforceability

This Memorandum of Understanding expires on June 30, 2025, and it shall have no force or effect thereafter, unless so agreed in writing by the Association and the School District. This Memorandum of Understanding does not establish a past practice or precedent, nor shall it apply to the interpretation or application of language in the Master Agreement.

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

Local 3904 President

School Board Chair

Local 3904 Lead Negotiator

School Board Clerk

School Board Meeting Review Date: October 1, 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: November 12, 2024

Re: Summary of Changes for Classified School Year (Tech Tutors, Braillists, Captionists) 2024-2026 Contract

Following one (1) 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 13.41% over two years (2024-2025 and 2025-2026). MSBA is 10.65%.
2. Full-time employees were better defined by taking language later in the contract, which spells out the number of days worked (Article VI, Section 2) and moving it to Article I as well.
3. Changed gendered language to gender-inclusive language throughout the contract.
4. Salary changes:
 - a. Salaries increased by 6% in the first year (2024-25) and 6% in the second year (2025-26).
 - b. Longevity tiers increased by \$1.00 on all tiers.
5. Benefits changes:
 - a. Both the individual and family copay coverage option was dropped for January 2025.
 - b. HSA medical insurance changes:
 - i. Increase in individual insurance contributions from \$776 to \$804.
 - ii. Increase to family insurance contributions from \$1860 in 2024, to \$1900 in 2025, to \$1975 in 2026.
 - iii. Language was simplified slightly for clarity.
 - c. Individual dental insurance increased from \$60 to \$65 in 2025; Family remains the same.
6. 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.
7. One sentence was added to the jury duty section to encourage staff to return to work if/when they are released from jury duty.
8. Personal Leave:
 - a. The number of personal leave days allotted was increased by one (1) in each of the three tiers (Years 1-2: 3 days, Years 3+: 4 days) and are now non-accumulative.
 - 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. 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.

ISD 917 Vision

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

ISD 917 Core Values

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

INTERMEDIATE SCHOOL DISTRICT 917

**TERMS AND CONDITIONS OF EMPLOYMENT FOR DISTRICT
CLASSIFIED SCHOOL YEAR EMPLOYEES**

Effective July 1, 2024 – June 30, 2026

APPROVED BY THE SCHOOL BOARD

November 12, 2024

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ARTICLE I
DEFINITION OF ELIGIBLE EMPLOYEES

These terms and conditions of employment cover those employees of Intermediate School District 917 who are not included in any bargaining unit with an exclusive bargaining representative under the Minnesota Public Employment Labor Relations Act and who meet the following conditions:

- a) Are full-time school year employees in a position approved by the school board, and
- b) Are full-time when they are employed in that position at least 30 hours during a five (5) day workweek and at least 178 days during the full school year (August – June). Those hired mid-year would be considered full-time if the position would meet these requirements during a full school year.

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

ARTICLE II
LEAVES

Section 1. Sick Leave:

Subd. 1. Full-Time Employees: A full-time employee as defined in Article I shall receive Earned Sick and Safe Leave (ESSL), per Minnesota State Statutes 181.9445 through 181.9448, which outlines mandatory Earned Sick & Safe Time for Minnesota employers, at the rate of 80 hours during each fiscal year of service (July – June) in the employ of the School District. The employee shall be frontloaded with the 80 ESSL hours at the beginning of each year of employment, not subject to proration due to a leave of absence or early departure from the position.

Subd. 2. Unused ESSL will rollover into a sick leave bank that may accumulate without limit. The employee can use accrued sick leave for personal illness, an absence due to an illness of or injury to a spouse, child, adult child, brother, sister, parent, grandparent, grandchild, spouse's parent, significant person or for "safety leave." For purposes of this provision, "child," includes stepchild and a biological, adopted, and foster child and "grandchild" includes a step-grandchild and a biological adopted and foster grandchild. For purposes of this subdivision, "parent" includes stepparent, biological, and adoptive parent.

Section 2. Medical Leave:

Subd. 1. Personal Medical Leave of Absence: An employee who is unable to work because of a personal illness or disability may, upon written request to human resources per procedure outlined on the School District's website, be granted a medical leave of absence. Such leave shall run concurrently, that is at the same time, with Family Medical

Leave Act (FMLA) provisions, if the employee is eligible under FMLA as noted in subdivision two (2) of this section. The employee's accrued paid leave must be exhausted before the employee transitions to an unpaid personal medical leave of absence.

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

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

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

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

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

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

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

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

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

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

Section 3. Parental Leave:

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

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

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

end date. For full school-year leaves, an employee on a parental leave of absence under this Section must confirm with human resources or 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 employee shall be returned to the former position held from which the employee was granted the leave, or an equivalent position should that position no longer be available or the School District determines the timing of the employee's return would interfere with student achievement.

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

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

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

Section 4. Bereavement and Family Illness Leaves:

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

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

Subd. 3. Additional absence for severe illness or death may be granted at the sole discretion of the Superintendent, whose decision is final and binding.

Section 5. Civic Duty/Military Leave:

Subd. 1. Jury Duty: An employee summoned to serve on a jury shall request to be excused from such jury service. Employees who are not excused will be permitted time off without the loss of pay contingent upon the employee reimbursing the School District any fees / per diem received from the court for said jury duty. If/when an employee is

dismissed from jury duty, the employee must return to work. Any allowable expenses reimbursed by the court, such as mileage, parking, and meals, may be retained and are the sole responsibility of the employee to seek through the court. The District shall assume no responsibility to seek reimbursement, nor pay reimbursement for said expenses.

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

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

Section 6. General Unpaid Personal Leave:

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

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

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

Subd. 3. An employee on an approved general leave of absence for a full school year or the spring semester of the school year, shall notify the Superintendent in writing of their intention to return for the upcoming fiscal year no later than April 1 of the leave fiscal year. For partial school year leaves, an employee on a general leave of absence under this Section must notify the Superintendent in writing, of their intention to return from general leave at least one (1) month prior to their approved leave end date.

Section 7. Insurance Implications:

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

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

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

Section 8. Accrued Benefits:

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

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

Section 9. Failure to Return to Work from a Leave of Absence: Failure of the employee to return to work from a leave of absence pursuant to this Article shall constitute grounds for termination by the school district.

Section 5: Personal Leave

Subd. 1. Personal leave shall not be allowed to accumulate. At the beginning of each employment year, employees will be credited with the number of days of personal leave per the following schedule:

In years one (1) and two (2) of continuous employment:	3 days
In years three (3) and beyond of continuous employment:	4 days

Subd. 2. The use of a personal leave day is subject to the approval of the school district to ensure a minimum disruption for the educational program. Accordingly, the following limitations 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 unit/department have already been granted personal leave, which would be disruptive of the functioning of the particular program/department.
- 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. 4. Usage of personal leave shall be requested as early as practicable and normally at least three (3) business days in advance. For instances where requests are submitted less than three (3) business days in advance, a reason may be requested by administration.

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

**ARTICLE III
403B MATCHING CONTRIBUTION**

Section 1. Eligibility: To be eligible for this contribution, an employee must be regularly employed at least 1110 hours during the fiscal year, and such benefits shall not apply to employees employed for a lesser time or substitute employees.

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

<u>Year(s) of Continuous Employment in District</u>	<u>2024-2026</u>
1-4	\$450
5-9	\$550
10 – 14	\$700
15 – 19	\$850
20+	\$1000

Section 3. Authorization: A salary reduction authorization agreement must be completed by the eligible employee by October 1 and each year thereafter for the employee to participate in the 403B matching contribution plan.

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

Section 5. Matching Requirement: The School District’s contribution, in any event, shall not exceed the employee’s matching contribution within the limitations of this Article.

**ARTICLE IV
INSURANCE BENEFITS**

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: Employees working full-time, as outlined in Article I, shall be eligible for insurance as outlined below.

Subd. 1. Individual Coverage: Effective July 1, 2024, the School District shall contribute a sum not to exceed \$776 per month for individual coverage of 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, this plan will no longer be available 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. Family Coverage: Effective July 1, 2024, the School District shall contribute a sum not to exceed \$1860 per month for family coverage of 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, this plan will no longer be available 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 4.

Subd. 3. Individual High Deductible Coverage:

- a) Eligible employees shall have the option of enrolling in a high deductible coverage option of the school district’s health and hospitalization plan. The high deductible coverage shall be a qualified high deductible health plan within the meaning of Section 223 of the Internal Revenue Code of 1986, as amended from time to time. Each eligible employee enrolled in the high deductible coverage shall be eligible for a contribution to a health savings account (“HSA”). The total monthly contribution by the school district toward the total cost of the high deductible plan shall not exceed \$776 per month starting July 1, 2024, shall not exceed \$804 starting January 1, 2025, and shall not exceed \$804 per month starting January 1, 2026. For clarity, the amount contributed toward the monthly premium is the total contribution less the monthly HSA contribution.
- b) The school district shall contribute an amount equal to one-half of the applicable deductible to the HSA of each eligible employee. Such contributions shall be made monthly on a pro rata basis. Such employees shall also be eligible 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.

Subd. 4. Family High Deductible Coverage:

- a) Eligible employees shall have the option of enrolling in a high deductible coverage option of the school district's health and hospitalization plan. The high deductible coverage shall be a qualified high deductible health plan within the meaning of Section 223 of the Internal Revenue Code of 1986, as amended from time to time. Each eligible employee enrolled in the high deductible coverage shall be eligible for a contribution to a health savings account ("HSA"). The total monthly contribution by the school district toward the cost of the high deductible plan shall not exceed \$1860 per month starting July 1, 2024, shall not exceed \$1900 starting January 1, 2025, and shall not exceed \$1975 per month starting January 1, 2026. For clarity, the amount contributed toward the monthly premium is the total contribution less the monthly HSA contribution.
- b) The school district shall contribute an amount equal to one-half of the applicable deductible to the HSA of each eligible employee enrolled in the family high deductible coverage. Such contributions shall be made monthly on a pro rata basis. Such employees shall also be eligible 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.

Section 2. Dental Insurance:

Subd. 1. Individual Coverage: Effective July 1, 2024, the School District shall contribute a sum not to exceed \$65 per month toward the cost of the premium for individual coverage for each eligible employee employed by the School District who qualifies for and is enrolled in the School District's dental insurance plan. Additional cost of the premium, if any, shall be borne by the employee and paid by payroll deduction.

Subd. 2. Family Coverage: Effective July 1, 2024, the School District shall contribute a sum not to exceed \$138 per month toward the cost of the premium for family coverage for each eligible employee employed by the School District who qualifies for and is enrolled in the School District's dental insurance plan. Additional cost of the premium, if any, shall be borne by the employee and paid by payroll deduction.

Section 3. Group Long-Term Disability Insurance: The School District will pay each month 100 percent of the premium for income protection insurance for each eligible employee. The income protection plan shall include the following:

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

Section 4. Group Life Insurance: The School District will pay each month all of the life insurance premium for a \$50,000 term life insurance policy for each eligible employee.

ARTICLE V OTHER BENEFITS

Section 1. Professional Development: The School Board agrees to reimburse tuition and fees and membership/association fees for courses and memberships which are approved in accordance with district policy.

Section 2. Mileage: Employees required to use their personal vehicle in the performance of employment responsibilities shall be reimbursed for such travel pursuant to School District policy.

ARTICLE VI MISCELLANEOUS

Section 1: Probationary Period Employees, under the provisions of this Agreement, who have assignments that primarily entail student contact, shall serve a probationary period of two (2) calendar years from the date of continuous employment, during which time the School District shall have the unqualified right to suspend without pay, discharge or otherwise discipline such employee.

Section 2. Duty Days and Schedule

Subd. 1. Calendar: The employees in this group are contracted to work an extended duty calendar beyond the student days.

- a) A full-time Brailist works 200 contracted duty days.
- b) A full-time Captionist works 178 contracted duty days.
- c) A full-time Technology Tutor works 185 contracted duty days. The duty calendar for Technology Tutors shall follow the 185-day ISD 917 teacher/licensed staff calendar, which includes extended day duties for three (3) evening events each school year. The details of the calendar are to be determined by the supervising program administrator.

Subd. 2. Paid Breaks or Lunch: Employees working six and a quarter (6.25) or more hours per day shall receive a fifteen (15) minute break in the morning and a fifteen (15) minute break in the afternoon, or one (1) 30-minute lunch at a time determined by the supervisor.

Section 3. Evaluation: Employees covered under this agreement will be evaluated by their supervisor on an annual basis, through a tool selected by the district.

Section 4. Duration of Employment: This agreement provides for an “at will” employment relationship. Either party may terminate this agreement at any time for any reason upon written notice to the other party. Other provisions of this agreement apply in terms of pay and benefits when the employment relationship ends.

ARTICLE VII SEVERANCE/RETIREMENT

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

Section 2. Cut-off Date: The benefits of this article shall not apply to a member of this group hired after July 1, 2018.

Section 3. Eligibility: Full-time employees who have completed at least fifteen (15) years of continuous employment 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 employees who retire after the execution of this contract and shall not be retroactive to any employee who retired prior to said execution date.

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

Section 5. Method of Pay-out:

- a) Subject to the limitations listed below, the school district will contribute an amount equal to the value of the employee’s severance pay directly into the School Board approved 403b vendor account. The retiree will not receive any direct payment from the school district for the severance pay.
- b) The school district’s annual contribution into the School Board approved 403b vendor account must not exceed the IRS contribution limit. If the amount calculated in A exceeds the available limits in the year of separation, the excess amount will be paid out in cash and not be tax sheltered.
- c) The school district contribution(s) (into the approved 403b vendor account) will be made according to the same timeline as was provided for the direct payment of the severance pay.

- d) The school district will make the severance pay contributions to the School Board approved 403b vendor. For purposes of calculating the maximum deferral limit, the school district will provide the retiree or approved vendor with contribution information for the previous twelve (12) months of employment. The vendor has agreed to calculate the maximum deferral limit.

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

ARTICLE VIII SALARIES

Section 1. Salary Increases for New Employees: A new employee shall be given a salary as agreed between the School District and the employee. An employee hired prior to January 1 shall be eligible for a step increase effective the following July 1. An employee hired after January 1 shall not be eligible for a salary increase until the second following July 1 (Example: An employee hired prior to January 1, 2025, shall be eligible for a salary increase effective on July 1, 2025. An employee hired on or after January 1, 2025, shall not be eligible for a salary increase until July 1, 2026). These salary terms may only be modified by mutual agreement in writing between the School District and the Employee at the time of initial employment.

Section 2. Basic Salaries

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

Subd. 2. Effective July 1, 2024, eligible employees will advance one (1) step on Salary Schedule A from their previous on the salary schedule for 2023-2024. Effective July 1, 2025, eligible employees will advance one (1) step on Salary Schedule B from their placement the previous year on Salary Schedule A. Exceptions for both years will be made for those employees subject to Section 1 of this Article. The School District reserves the right to withhold step advancement or other salary increase in individual cases for just cause.

Subd. 3. In the event the School Board has not acted on Terms and Conditions of Employment prior to July 1 in any year in which the Terms and Conditions Agreement expires, an employee shall remain at the same step as compensated during the last year of the expired Terms and Conditions Agreement until School Board action occurs. Moreover, the School District reserves the right to withhold step advancement or other salary increase in individual cases for cause.

Section 3. Longevity: Employees shall receive a longevity salary increase beyond the rates delineated in Schedules A and B of the agreement as follows; years of continuous employment refer to years in the District.

	<u>2024-2026</u>
In their 11-14 year of continuous employment	\$3.00/hour
In their 15-18 year of continuous employment	\$3.50/hour
In their 19+ year of continuous employment	\$3.75/hour

Section 4. Absence of Regular Teacher: In the event the regular teacher is absent from school one and a half (1.5) or more consecutive hours per day during student contact time and a substitute is not hired, one School District designated technical tutor shall receive their current rate of pay plus an additional \$7.00 per hour for student contact hours that neither the regular teacher nor a substitute teacher is in attendance at school. The School District will designate the responsible technical tutor who will receive the override. When the teacher’s absence is for one and a half or more hours, all consecutive hours will qualify for the override. In all cases when a technical tutor is acting in lieu of the regular teacher, the Principal of the Secondary Technical Center shall designate another licensed teacher to provide emergency assistance and guidance to the technical tutor who is designated to teach the class.

On days when the technical tutor has a full-time teaching assignment, in addition to the increase per hour, they will receive payment for an extra half hour (10 minutes per shift) for preparation time, to be documented in accordance with district operating procedures. The Tech Tutor will be paid an additional half hour on days when they are covering the classroom assignment for the entire day.

School Board Chair
Dated: November 12, 2024

Employee Representative
Dated: November ____, 2024

School Board Clerk
Dated: November 12, 2024

Salary Schedule A

	2024-2025	
Step	Range 1: Tech Tutors	Range 2: Brailleists & Captionists
1	\$20.14	\$21.38
2	\$20.75	\$22.11
3	\$21.42	\$22.83
4	\$22.08	\$23.54
5	\$22.74	\$24.24
6	\$23.36	\$24.96
7	\$24.04	\$25.67
8	\$24.66	\$26.36
9	\$25.31	\$27.08
10	\$25.96	\$27.80
11	\$26.60	\$28.48
12	\$27.27	\$29.18
13	\$28.08	\$30.05

Salary Schedule B

	2025-2026	
Step	Range 1: Tech Tutors	Range 2: Brailleists & Captionists
1	\$21.35	\$22.66
2	\$22.00	\$23.44
3	\$22.71	\$24.20
4	\$23.40	\$24.95
5	\$24.10	\$25.69
6	\$24.76	\$26.46
7	\$25.48	\$27.21
8	\$26.14	\$27.94
9	\$26.83	\$28.70
10	\$27.52	\$29.47
11	\$28.20	\$30.19
12	\$28.91	\$30.93
13	\$29.76	\$31.85

INTERMEDIATE SCHOOL DISTRICT 917

**TERMS AND CONDITIONS OF EMPLOYMENT FOR DISTRICT
CLASSIFIED SCHOOL YEAR EMPLOYEES**

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

APPROVED BY THE SCHOOL BOARD

~~December 6, 2022~~November 12, 2024

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ARTICLE VIII1544
 SALARIES1544

**ARTICLE I
 DEFINITION OF ELIGIBLE EMPLOYEES**

These terms and conditions of employment cover those employees of Intermediate School District 917 who are not included in any bargaining unit with an exclusive bargaining representative under the Minnesota Public Employment Labor Relations Act and who meet the following conditions:

- a) Are full-time ~~or regular part-time~~ school year employees in a position approved by the school board, and
- b) ~~Are~~ Are full-time when they are employed in that position at least 30 hours ~~per~~ during a five (5) day work week and at least 178 days during the full school year (August – June). Those hired mid-year would be considered full-time if the position would meet these requirements during a full school year.

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

the years of employment.

ARTICLE II LEAVES

~~Section 1. Sick Leave: All eligible employees as defined in Article I in their first or second year of continuous employment shall earn sick leave at the rate of one day for each month of service in the employment of the school district, which is equivalent to nine (9) days in each school year.~~

~~Subd. 1. Full-Time Employees: All eligible employees as defined in Article I beginning with their third year of continuous employment shall earn sick leave at the rate of one and one-ninth (1-1/9) days for each month of service in the employ of the School District, which is equivalent to ten (10) days for each school year. Each employee shall be given a credit of nine (9) or ten (10) sick days at the beginning of each school year depending on their year of continuous employment. A full-time employee as defined in Article I shall receive Earned Sick and Safe Leave (ESSL), per Minnesota State Statutes 181.9445 through 181.9448, which outlines mandatory Earned Sick & Safe Time for Minnesota employers, at the rate of 80 hours during each fiscal year of service (July – June) in the employ of the School District. The employee shall be frontloaded with the 80 ESSL hours at the beginning of each year of employment, not subject to proration due to a leave of absence or early departure from the position.~~

~~Subd. 2: An employee may use one (1) day of accumulated sick leave for each day of illness or disability of the employee's child who is less than eighteen (18) years old, for such reasonable periods as the employee's attendance with the child may be necessary, on the same terms the employee is able to use sick leave benefits for the employee's own illness (Minn. Stat. § 181.9413). Unused ESSL will rollover into a sick leave bank that may accumulate without limit. The employee can use accrued sick leave for personal illness, an absence due to an illness of or injury to a spouse, child, adult child, brother, sister, parent, grandparent, grandchild, spouse's parent, significant person~~

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~~or for "safety leave." For purposes of this provision, "child" includes stepchild and a biological, adopted, and foster child and "grandchild" includes a step-grandchild and a biological adopted and foster grandchild. For purposes of this subdivision, "parent" includes stepparent, biological, and adoptive parent.~~

~~Subd. 3: Unused sick leave days may accumulate without limit.~~

Section 2. Medical Leave:

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

before the employee transitions to an unpaid personal medical leave of absence.

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

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

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

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

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

outlined on the School District's website.

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

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

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

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

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

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

Section 3. Parental Leave:

Subd. 1. An employee shall be afforded a parental leave of absence of no more than twelve (12) months in duration for the care of a newborn child or an adopted child, provided that the employee is caring for the child on a full-time basis. The parental leave

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will run concurrently, that is at the same time, as family medical leave should the leave be an FMLA-qualified leave of absence.

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

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

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

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

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

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

Section 4. Bereavement and Family Illness Leaves:

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

Subd. 2. Upon approval of the superintendent or their designee, up to twenty (20) days sick leave per year will be granted for the illness or injury of the following: employee's spouse or parent or spouse's parent, or child over 18, or grandchild or sibling and/or grandparent and/or step-parent. An employee may use one (1) day of accumulated sick leave for each day of illness or disability of the employee's child who is less than

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eighteen (18) years old, for such reasonable periods as the employee's attendance with the child may be necessary, on the same terms the employee is able to use sick leave benefits for the employee's own illness (Minn. Stat. § 181.9413).

Subd. 3. Additional absence for severe illness or death may be granted at the sole discretion of the Superintendent, whose decision is final and binding.

Section 45. Civic Duty/Military Leave:

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

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

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

laws. Section 56. General Unpaid Personal Leave:

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

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

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

Subd. 3. An employee on an approved general leave of absence for a full school year or the spring semester of the school year, shall notify the Superintendent in writing of

his/her/their intention to return for the upcoming fiscal year no later than April 1 of the leave fiscal year. For partial school year leaves, an employee on a general leave of absence under this Section must notify the Superintendent in writing, of his/her/their

intention to return from general leave at least one (1) month prior to his/her/their approved leave end date.

Section 67. Insurance Implications:

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

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

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

Section 78. Accrued Benefits:

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

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

Section 89. Failure to Return to Work from a Leave of Absence: Failure of the employee to return to work from a leave of absence pursuant to this Article shall constitute grounds for termination by the school district.

Section 9. Death and Illness:

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

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

~~Subd. 3. Additional absence for severe illness or death may be granted at the sole discretion of the Superintendent, whose decision is final and binding.~~

Section 5: Personal Leave

~~Subd. 1. Personal leave shall not be allowed to accumulate to a total of five (5) days. At the beginning of each employment year, employees will be credited with the number of days of personal leave. Employees will receive personal leave days per the following schedule:~~

~~In years one (1) and two (2) of continuous employment, 2-3 days
In years three (3) and beyond of continuous employment, 3-4 days~~

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

~~a) A personal leave day normally shall not be granted for the day~~

~~b) Personal leave requests may be denied on a particular day if other employees in the same unit/department have already been granted personal leave, which would be disruptive of the functioning of the particular program/department.~~

~~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~~

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) A personal leave day normally shall not be granted for the day preceding or the day following holidays or vacation periods and the first ten (10) duty days and the last ten (10) duty days of the school year. Exceptions may be made with the approval of the superintendent or their designee.

b) Personal leaves shall not be granted during parent conference days, in-service days or other days when it is critical that the employee be in attendance.

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Commented [KL1]: This has been moved up to earlier in this article (now section 4).

reach out to the Director of Human Resources.

~~Subd. 3. At the beginning of each employment year, employees will be credited with the number of days of personal leave specified in Subd. 1 herein. Those employees who, at the beginning of any year, have accumulated more than the five (5) allotted days listed in Subd. 1 of this article shall receive a lump sum payment of \$80 for each day beyond five (5) for which they become eligible in lieu of being granted additional days.~~

Subd. 4. Usage of personal leave shall be requested as early as practicable and normally at ~~least two (2) weeks~~least three (3) business days in advance. For instances where requests are submitted less than three (3) business days ~~two weeks~~ in advance, a reason may be requested by administration.

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

ARTICLE III 403B MATCHING CONTRIBUTION

Section 1. Eligibility: To be eligible for this contribution, an employee must be regularly employed at least 1110 hours during the fiscal year, and such benefits shall not apply to employees employed for a lesser time or substitute employees.

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

<u>Year of Continuous Employment in District</u>	2022-2024 <u>2024-2026</u>	1-4	\$450
	5-9		\$550
	10 – 14		\$700
	15 – 19		\$850
	20+		\$1000

Section 3. Authorization: A salary reduction authorization agreement must be completed by the eligible employee by October 1 and each year thereafter for the employee to participate in the 403B matching contribution plan.

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

Section 5. Matching Requirement: The School District's contribution, in any event, shall not exceed the employee's matching contribution within the limitations of this Article.

**ARTICLE IV
INSURANCE BENEFITS**

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: Employees working full-time, as outlined in Article I, shall be eligible for insurance as outlined below.

Subd. 1: Individual Coverage. Effective July 1, ~~2022~~2024, the School District shall contribute a sum not to exceed ~~\$750-776~~ per month for individual coverage of each eligible employee employed by the School District who qualifies for and is enrolled in the School District group health and hospitalization plan. Effective January 1, ~~2023~~2025, ~~the School District shall contribute a sum not to exceed \$757 per month for individual coverage of 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, the School District shall contribute a sum not to exceed \$776 per month for individual coverage of each eligible employee employed by the School District who qualifies for and is enrolled in the School District group health and hospitalization plan.~~this plan will no longer be available 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: Family Coverage. Effective July 1, ~~2022~~2024, the School District shall contribute a sum not to exceed ~~\$1675-1860~~ per month for family coverage of each eligible employee employed by the School District who qualifies for and is enrolled in the School District group health and hospitalization plan. Effective, January 1, ~~2023~~2025, ~~the School District shall contribute a sum not to exceed \$1775 per month for family coverage of 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, the School District shall contribute a sum not to exceed \$1860 per month for family coverage of each eligible employee employed by the School District who qualifies for and is enrolled in the School District group health and hospitalization plan.~~this plan will no longer be available 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 4.

Subd. 3. Individual High Deductible Coverage:

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- 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”).~~ The total monthly contribution by the school district toward the total cost of the high deductible plan premium of the high deductible coverage, the HSA contribution, and the HSA administrative fees attributable to such eligible employee shall not exceed \$~~750-776~~ per month starting July 1, ~~2022~~2024, shall not exceed \$~~757-804~~ starting January 1, ~~2023~~2025, and shall not exceed \$~~776-804~~ per month starting January 1, ~~2024~~2026. For clarity, the amount contributed toward the monthly premium is the total contribution less the monthly HSA contribution.

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

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

Subd. 4. Family High Deductible Coverage:

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

school district toward the cost of the ~~premium of the high deductible plan coverage, the HSA contribution, and the HSA administrative fees attributable to such eligible employee~~ shall not exceed \$~~1675-1860~~ per month starting July 1, ~~2022~~2024, shall not exceed \$~~1775-1900~~ starting January 1, ~~2023~~2025, and shall not exceed \$~~1860-1975~~ per month starting January 1, ~~2024~~2026. For clarity, the amount contributed toward the monthly premium is the total contribution less the monthly HSA contribution.

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

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

Section 2. Dental Insurance:

Subd. 1. Individual Coverage: Effective July 1, 2024, the School District shall contribute a sum not to exceed \$65 per month toward the cost of the premium for individual coverage for each eligible employee employed by the School District who qualifies for and is enrolled in the School District's dental insurance plan. Additional cost of the premium, if any, shall be borne by the employee and paid by payroll deduction.

Subd. 2. Family Coverage: Effective July 1, 2024, the School District shall contribute a sum not to exceed \$138 per month toward the cost of the premium for family coverage for each eligible employee employed by the School District who qualifies for and is enrolled in the School District's dental insurance plan. Additional cost of the premium, if any, shall be borne by the employee and paid by payroll deduction.

Section 23. Group Long-Term Disability Insurance/Income Protection: The School District will

pay each month 100 percent of the premium for income protection insurance for each eligible employee. The income protection plan shall include the following:

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

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

Section 34. Group Life Insurance: The School District will pay each month all of the life insurance premium for a \$50,000 term life insurance policy for each eligible employee.

Section 4. Dental Insurance:

~~Subd. 1. Individual Coverage: Effective July 1, 2022, the School District shall contribute a sum not to exceed \$60 per month toward the cost of the premium for individual coverage for each eligible employee employed by the School District who qualifies for and is enrolled in the School District's dental insurance plan. Additional cost of the premium, if any, shall be borne by the employee and paid by payroll deduction.~~

~~Subd. 2. Family Coverage: Effective July 1, 2022, the School District shall contribute a sum not to exceed \$124 per month toward the cost of the premium for family coverage for each eligible employee employed by the School District who qualifies for and is enrolled in the School District's dental insurance plan. Effective January 1, 2024, the School District shall contribute a sum not to exceed \$138 per month toward the cost of the premium for family coverage for each eligible employee employed by the School District who qualified for and is enrolled in the School District's dental insurance plan. Additional cost of the premium, if any, shall be borne by the employee and paid by payroll deduction.~~

**ARTICLE V
OTHER BENEFITS**

Section 1. Professional Development: The School Board agrees to reimburse tuition and fees and membership/association fees for courses and memberships which are approved in accordance with district policy.

Section 2. Mileage: Employees required to use their personal vehicle in the **Commented [KL2]:** This was moved up to earlier in this article for flow (now Section 2).

Subd. 1. Calendar: The employees in this group are contracted to work an extended duty calendar beyond the student days.

performance of employment responsibilities shall be reimbursed for such travel pursuant to School District policy.

**ARTICLE VI
MISCELLANEOUS**

Section 1: Probationary Period Employees, under the provisions of this Agreement, who have assignments that primarily entail student contact, shall serve a probationary period of two (2) calendar years from the date of continuous employment, during which time the School District shall have the unqualified right to suspend without pay, discharge or otherwise discipline such employee.

Section 2. Duty Days and Schedule

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a) A full-time Brailist works 200 contracted duty days.

b) A full-time Captionist works ~~three (3) additional professional development days beyond the number of students days at the employee's assigned work location.~~ 178 contracted duty days.

c) A full-time Technology Tutor works 185 contracted duty days. The duty calendar for Technology Tutors shall follow the 185-day ISD 917 teacher/licensed staff calendar, which includes extended day duties for three (3) evening events each school year. The details of the calendar are to be determined by the supervising program administrator.

Subd. 2. Paid Breaks or Lunch: Employees working six and a quarter (6.25) or more hours per day shall receive a fifteen (15) minute break in the morning and a fifteen (15) minute break in the afternoon, or one (1) 30-minute lunch at a time determined by the supervisor. ~~Employees working at least four (4) hours, but less than six (6) hours shall receive one 15-minute break, at a time determined by the supervisor.~~

Section 3. Evaluation: Employees covered under this agreement will be evaluated by their supervisor on an annual basis, through a tool selected by the district.

Section 4. Duration of Employment: This agreement provides for an “at will” employment relationship. Either party may terminate this agreement at any time for any reason upon written notice to the other party. Other provisions of this agreement apply in terms of pay and benefits when the employment relationship ends.

ARTICLE VII SEVERANCE/RETIREMENT

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

Section 2. Cut-off Date: The benefits of this article shall not apply to a member of this group hired after July 1, 2018.

Section 3. Eligibility: Full-time employees who have completed at least fifteen (15) years of continuous employment 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

employees who retire after the execution of this contract and shall not be retroactive to any employee who retired prior to said execution date.

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

Section 5. Method of Pay-out:

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

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

ARTICLE VIII SALARIES

Section 1. Salary Increases for New Employees: A new employee shall be given a salary as agreed between the School District and the employee. An employee hired prior to January 1 shall be eligible for a step increase effective the following July 1. An employee hired after January 1 shall not be eligible for a salary increase until the second following July 1. ~~(Example: An employee hired prior to January 1, 2023/2025, shall be eligible for a salary increase effective on July 1, 2023/2025. An employee hired on or after January 1, 2023/2025, shall not be eligible for a salary increase until July 1, 2024/2026).~~ These salary terms may only be modified by mutual agreement in writing between the School District and the Employee at the time of initial employment.

Section 2. Basic Salaries

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

Subd. 2. Effective July 1, ~~2022~~2024, eligible employees will advance one (1) step on Salary Schedule A from their previous on the salary schedule for ~~2021-2022-2022~~2024; ~~noting that steps one (1) and two (2) of the 2021-2022 salary schedule were removed on the 2022-2023 schedule, which was then renumbered, and an additional step (step thirteen) was added.~~ Effective July 1, ~~2023~~2025, eligible employees will advance one (1) step on Salary Schedule B from their placement the previous year on Salary Schedule A. Exceptions for both years will be made for those employees subject to Section 1 of this Article. The School District reserves the right to withhold step advancement or other salary increase in individual cases for just cause.

Subd. 3. In the event the School Board has not acted on Terms and Conditions of Employment prior to July 1 in any year in which the Terms and Conditions Agreement expires, an employee shall remain at the same step as compensated during the last year of the expired Terms and Conditions Agreement until School Board action occurs. Moreover, the School District reserves the right to withhold step advancement or other salary increase in individual cases for cause.

Section 3. Longevity: Employees shall receive a longevity salary increase beyond the rates delineated in Schedules A and B of the agreement as follows; years of continuous employment refer to years in the District.

~~2022~~2024-~~2024~~2026

In their 11-14 year of continuous employment \$~~23~~.00/hour In their 15-18 year of continuous employment \$~~23~~.50/hour In their 19+ year of continuous employment \$~~23~~.75/hour

Section 4. Absence of Regular Teacher: In the event the regular teacher is absent from school one and a half (1.5) or more consecutive hours per day during student contact time and a substitute is not hired, one School District designated technical tutor shall receive ~~his/her~~their current rate of pay plus an additional \$7.00 per hour for student contact hours that neither the regular teacher nor a substitute teacher is in attendance at school. The School District will designate the responsible technical tutor who will receive the override. When the teacher's absence is for one and a half or more hours, all consecutive hours will qualify for the override. In all cases when a technical tutor is acting in lieu of the regular teacher, the Principal of the Secondary Technical Center shall designate another licensed teacher to provide emergency assistance and guidance to the technical tutor who is designated to teach the class.

On days when the technical tutor has a full-time teaching assignment, in addition to the increase

per hour, they will receive payment for an extra half hour (10 minutes per shift) for preparation time, to be documented in accordance with district operating procedures. The Tech Tutor will be paid an additional half hour on days when they are covering the classroom assignment for the entire day.

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Employee Representative Dated: ~~December 6, 2022~~November 12, 2024 Dated: ~~December 6, 2022~~November 12, 2024 School Board Chair

School Board Clerk
Dated: ~~December 6, 2022~~November 12, 2024

Salary Schedule A: 2022-2023 Hourly Rates			
Previous Step from 2021-22	2022-23 New Step	Technology Tutors	Braillists & Captionists
3	1	<u>18.81</u>	<u>19.97</u>
4	2	<u>19.39</u>	<u>20.65</u>

<u>5</u>	<u>3</u>	<u>20.01</u>	<u>21.33</u>
<u>6</u>	<u>4</u>	<u>20.62</u>	<u>21.99</u>
<u>7</u>	<u>5</u>	<u>21.24</u>	<u>22.64</u>
<u>8</u>	<u>6</u>	<u>21.83</u>	<u>23.32</u>
<u>9</u>	<u>7</u>	<u>22.46</u>	<u>23.98</u>
<u>10</u>	<u>8</u>	<u>23.03</u>	<u>24.62</u>
<u>11</u>	<u>9</u>	<u>23.64</u>	<u>25.3</u>
<u>12</u>	<u>10</u>	<u>24.25</u>	<u>25.97</u>
<u>13</u>	<u>11</u>	<u>24.84</u>	<u>26.6</u>
<u>14</u>	<u>12</u>	<u>25.47</u>	<u>27.26</u>
	<u>13</u>	<u>26.23</u>	<u>28.07</u>

Salary Schedule A
2024-2025

St ep	Range 1: Tech Tutors	Range 2: Braillists & Captioni sts
1	\$20.14	\$21.38
2	\$20.75	\$22.11
3	\$21.42	\$22.83
4	\$22.08	\$23.54
5	\$22.74	\$24.24
6	\$23.36	\$24.96
7	\$24.04	\$25.67

8	\$24.66	\$26.36
9	\$25.31	\$27.08
10	\$25.96	\$27.80
11	\$26.60	\$28.48

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12	\$27.27	\$29.18
13	\$28.08	\$30.05

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Salary Schedule B: 2023-2024 Hourly Rates			
	St e p	Technolo gy Tutors	Braillist & Captioni sts
	<u>1</u>	<u>19.00</u>	<u>20.17</u>
	<u>2</u>	<u>19.58</u>	<u>20.86</u>
	<u>3</u>	<u>20.21</u>	<u>21.54</u>
	<u>4</u>	<u>20.83</u>	<u>22.21</u>
	<u>5</u>	<u>21.45</u>	<u>22.87</u>
	<u>6</u>	<u>22.04</u>	<u>23.55</u>
	<u>7</u>	<u>22.68</u>	<u>24.22</u>
	<u>8</u>	<u>23.26</u>	<u>24.87</u>

	9	<u>23.88</u>	25.55
	<u>10</u>	<u>24.49</u>	26.23
	<u>11</u>	<u>25.09</u>	26.87
	<u>12</u>	<u>25.73</u>	27.53
	<u>13</u>	<u>26.49</u>	28.35

Salary Schedule B
2025-2026

Step	<u>Range 1:</u> Tech Tutors	<u>Range 2:</u> Braillists & Captionists
1	\$21.35	\$22.66

2	\$22.00	\$23.44
3	\$22.71	\$24.20
4	\$23.40	\$24.95
5	\$24.10	\$25.69
6	\$24.76	\$26.46
7	\$25.48	\$27.21
8	\$26.14	\$27.94
9	\$26.83	\$28.70
10	\$27.52	\$29.47
11	\$28.20	\$30.19

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12	\$28.91	\$30.93
13	\$29.76	\$31.85

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INTERMEDIATE SCHOOL DISTRICT NO. 917

TERMS AND CONDITIONS OF EMPLOYMENT

for

**ASSISTANT DIRECTOR/PRINCIPAL
and
SECONDARY PRINCIPAL**

Effective July 1, 2023 to June 30, 2025

**Board Approved: February 6, 2024
Board Amended: November 12, 2024**

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**ARTICLE I
DEFINITION OF ELIGIBLE EMPLOYEES**

The terms and conditions of employment as provided herein, cover those employees of Intermediate School District 917 who qualify as supervisors under the Minnesota Public Employment Labor Relations Act, and who are employed on a full-time basis in any of the following positions:

Assistant Director of Special Education/Principal
Secondary Principal

The District intends to employ the most qualified candidates for these positions, who possesses a Director of Special Education and/or Principal licensure. The position of Secondary Principal requires only the K-12 Principal license. In the event an employee is hired into the Assistant Director of Special Education/Principal position after June 30, 2017, and does not have both of these two licenses, the employee will be required to secure a Director of Special Education and/or Principal licensure within two (2) years of their hiring date, as outlined on the employee's individual agreement. Exceptions to this expectation may be approved by both the administrator's supervisor and the Superintendent.

**ARTICLE II
LEAVES**

Section I. Sick Leave:

Subd. 1. Full-Time Employees: A full-time (1.0 FTE) employee shall receive Earned Sick and Safe Leave (ESSL)), per Minnesota State Statutes 181.9445 through 181.9448, which outlines mandatory Earned Sick & Safe Time for Minnesota employers, at the rate of twelve (12) days during each fiscal year of service (July – June) in the employ of the School District. The employee shall be frontloaded with the twelve (12) ESSL days at the beginning of each fiscal year of employment, not subject to proration due to a leave of absence or early departure from the position.

Subd. 2. Part-Time Employees: Part-time employees who work 0.85 FTE or greater shall receive Earned Sick and Safe Leave (ESSL), per Minnesota State Statutes 181.9445 through 181.9448, which outlines mandatory Earned Sick & Safe Time for Minnesota employers, at a prorated rate in relation to full-time, 1.0 FTE employees' ESSL allotment listed above during each fiscal year but no less than 80 hours. The employee shall be frontloaded with ESSL days at the beginning of each fiscal year of employment, not subject to proration due to a leave of absence or early departure from the position.

Part-time employees who work at least 80 hours in a year up to 0.84 FTE shall accrue Earned Sick and Safe Leave (ESSL) monthly at a prorated rate in relation to full-time, 1.0 FTE employees' ESSL allotment listed above but no less than one (1) hour of ESSL for every 30 hours worked, with the ability to accumulate at least 48 hours of ESSL each year.

Subd. 3: Unused ESSL will rollover into a sick leave bank that may accumulate without limit. The employee can use accrued sick leave for personal illness, an absence due to an illness of or injury to a spouse, child, adult child, brother, sister, parent, grandparent, grandchild, spouse's parent, significant person or for "safety leave." For purposes of this provision, "child," includes stepchild and a biological, adopted, and foster child and "grandchild" includes a step-grandchild and a biological adopted and foster grandchild. For purposes of this subdivision, "parent" includes stepparent, biological, and adoptive parent.

Subd. 4: For employees hired into this contract group before July 1, 2024, upon the close of any contract year that occurs after which the employee has completed at least ten (10) years of continuous employment with the school district the school district shall pay to the Administrator the cash value of ten (10) sick leave days if the sick leave balance has ten or more days. Such payment shall be made on July 15th following the close of the contract year. Years of employment are defined in Article III, Section 1, of these terms and conditions. Notwithstanding the foregoing, the total number of accumulated sick leave days cashed out will not exceed 70 days. Upon termination of employment, the Administrator shall receive a cash payment for a portion of his/her accumulated sick leave. The amount of accumulated sick leave days that will be paid to the Administrator upon termination of employment will be equal to the lesser of the number of accumulated sick leave days at the time of termination or the difference between 70 days and the number of days that have been cashed out and paid to the Administrator during his/her employment. For purposes of converting accumulated sick leave into cash in order to make payment to the Administrator hereunder, the value of a day of sick leave shall be determined as per Article III, Section 1 of these terms and conditions. The base salary is identified in the Administrative Agreement document in item #5 for the contract year in which the severance of employment occurs.

For employees hired into this contract group on or after July 1, 2024, payout of any sick leave days shall not be granted.

Section 2. Medical Leave:

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

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

Subd. 2. Family Medical Leave of Absence: In accordance with the Family Medical Leave Act (FMLA), eligible employees are entitled to twelve (12) workweeks of unpaid leave within a rolling twelve (12)-month period.

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

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

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

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

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

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

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

Subd. 6. Probationary Period: Periods of time for which the employee is on medical leave may extend the employee's probationary period pursuant to Minnesota Statute (122A.40).

Section 3. Parental Leave:

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

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

Subd. 3. Returning from Parental Leave: For partial school year leaves, an employee on a parental leave of absence under this Section must confirm with human resources his/her intention to return from parental leave at least four (4) weeks prior to his/her approved leave end date. For full school-year leaves, an employee on a parental leave of absence under this Section must confirm with human resources or his/her administrative designee in writing, his/her intention to return from parental leave in August of the next school year by April 1 of the leave school year.

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

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

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

Subd. 6. Probationary Period: Periods of time for which the employee is on parental leave may extend the employee's probationary period pursuant to Minnesota Statute (122A.40).

Section 4. Bereavement and Family Illness Leaves: An absence due to death of a spouse, child, adult child, brother, sister, parent, grandparent, grandchild, spouse's parent, son-in-law, daughter-in-law, brother-in-law, sister-in-law, or a regular member of the immediate household, or significant person will be granted up to five (5) days per incident with the approval of the immediate supervisor with no salary deduction.

Absence due to illness or injury of a family member or for safety leave shall be deducted from sick leave or ESSL in accordance with state statute. Provisions under this section are not intended to limit any rights the employee may have under the family medical leave act.

Additional absence for severe illness or death may be granted at the sole discretion of the Superintendent.

Section 5. Civic Duty/Military Leave:

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

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

Subd. 3. Military: Military leave shall be granted pursuant to state and federal laws.

Section 6. General Unpaid Personal Leave:

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

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

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

Subd. 3. An employee on an approved general leave of absence for a full school year or the spring semester of the school year, shall notify the superintendent in writing of his/her intention to return for the upcoming school year no later than April 1 of the leave school year. For partial school year leaves, an employee on a general leave of absence under this Section must notify the superintendent in writing, of his/her intention to return from general leave at least two (2) months prior to his/her approved leave end date.

Section 7. Insurance Implications:

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

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

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

Section 8. Accrued Benefits:

Subd. 1. Employees on Medical or Parental Leaves: An employee on a medical or parental leave under this article shall retain his/her number sick leave days, experience credit for pay

purposes, and other accrued benefits, if any, up to the date that the employee went on leave for use during the employee's leave of absence, as noted in section three (3) of this article, and accrual will continue so long as the employee is using paid leave. No additional experience credit for pay purposes, or other benefits shall accrue for the period of time that the employee is on unpaid leave.

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

Section 9: Professional Improvement Leaves: Professional improvement leave is designed for the purpose of job-related work, study, travel or research. This leave is specifically designed for the purpose of upgrading skills or expertise of value to the District. The District may contract with the employee to pay all or part of the employee's salary during this leave depending on the perceived value to the District of the experience or the employee may use accrued vacation if the professional improvement leave is unpaid. This contract may make provision for payment at District expense or employee expense for fringe benefits and retirement plan. Such a contract may require a refund of any such salary and/or fringe benefit cost contributed by the School District if the employee does not return to the District and work for a period of at least two contract years. A refund will not be required if the employee is placed on unrequested leave of absence or otherwise terminated as a result of staff reduction. The granting of professional improvement leaves is at the sole discretion of the superintendent or their designee with the approval of the School Board.

Section 10: Personal Leave: In the 2023-2024 contract year, the employee shall be granted two (2) non-accumulative personal leave days each year for any reason. Personal days will not be charged against sick leave and cannot be carried over into the following fiscal year. The days must be submitted via the district's attendance tracking system and pre-approved by the employee's supervisor. Personal leave will be unavailable to employees after June 2024.

ARTICLE III CONTRACT YEAR, VACATION, AND HOLIDAYS

Section 1. Base Work Year: The employee's duty year shall be for the entire 12-month contract year, including vacations and holidays, as provided herein. When it is necessary to compute a per day or per hour salary, , including longevity and stipend(s) indicated on individual agreements, if applicable, the employee's base salary will be divided by the number of weekdays per year minus twelve (12) holidays and minus the total number of vacation days to be accrued in the given year as outlined in section two (2) below.

Section 2. Vacations:

Subd. 1. In the 2023-2024 contract year, the employee shall earn vacation at the rate of twenty-eight (28) days per year. Employees working less than a full year shall accrue vacation on a prorata basis.

In the 2024-2025 contract year, the employee shall be frontloaded with 30 vacation days per fiscal year, equating to 2.5 vacation days per month from July through June. While the vacation time will be frontloaded, should an employee end their employment with the district prior to the end of the contract year, they will be docked for overused vacation. Employees who start after July 1 shall have their vacation frontloaded at a prorated rate.

Subd. 2. Vacation may be used after it is credited. A draw in advance on vacation not yet earned or credited may be granted at the approval of the director and the superintendent.

Subd. 3. Vacation may be accrued to a maximum of 70 days. Upon the close of each contract year, the school district shall pay to the Administrator the cash value of all vacation days accrued above 70. Such payment shall be made on July 15 following the close of the contract year. For purposes of converting accumulated vacation into cash in order to make payment to the Administrator hereunder, the value of a day of vacation shall be determined as per Article III, Section 1, of these terms and conditions. The base salary is identified in the Administrator Agreement document in item #5.

Subd. 4. Upon termination of employment, for employees hired on or before July 1, 1999, one hundred percent (100%) of the Administrator's available vacation balance will be contributed to the Minnesota Post Employment Health Care Savings Plan (HCSP) established under Minnesota Statute 352.98 and as outlined in the Minnesota State Retirement Systems Trust and Plan documents (MSRS).

Upon termination of employment, for employees hired after July 1, 1999, one hundred percent (100%) of the Administrator's available vacation balance will be contributed to the Minnesota Post Employment Health Care Savings Plan (HCSP) established under Minnesota Statute 352.98 and as outlined in the Minnesota State Retirement Systems Trust and Plan documents (MSRS). The amount of accumulated vacation leave days that will be eligible to the Administrator upon termination of employment will be equal to the lesser of the number of accumulated vacation leave days at the time of termination or the difference between 70 days and the number of days that have been cashed out and paid to the Administrator during his/her employment. For purposes of converting accumulated vacation leave into a HCSP contribution in order to make payment to the MSRS hereunder, the value of a day of vacation leave shall be determined as per Article III, Section 1 of these terms and conditions. The base salary is identified in the employee's Administrative Agreement document for the contract year in which the severance of employment occurs.

Subd. 4. An employee who is terminated or leaves the employment of the school district of their own volition will be eligible for contribution to the HCSP as outlined in Article III, Section 2, subdivision 4, provided the employee is severing employment of his or her own volition, has given the employer six (6) weeks written notice, and the amount of accumulated vacation time does not exceed the limitations of Article III, Section 2, subdivision 4. Such payment shall be made the next pay period following the employee's date of severance from employment. For purposes of converting accumulated vacation into the HCSP contribution in payment to the MSRS hereunder, the value of a day of vacation

shall be determined as per Article III, Section 1, of these terms and conditions. The base salary is identified in the employee's Administrator Agreement document for the contract year in which severance of employment occurs. In the event of the employee's death, the unused vacation payout will be made to the employee's MSRS.

Subd. 5. All requests for vacation must be approved in advance by the appropriate supervisor. Vacation requests in excess of a continuous three (3) weeks shall require the approval of the superintendent.

Section 3. Holidays: Employees shall have the following named holidays:

1. July 4
2. First (1st) Monday of September
3. Fourth (4th) Thursday of November
4. Day after the Fourth (4th) Thursday of November
5. December 24
6. December 25
7. January 1
8. Third (3rd) Monday of January
9. Third (3rd) Monday of February
10. Last Monday of May
11. June 19
12. Floating holiday to be indicated in the attendance tracking system

Two (2) of the above listed eleven (11) predetermined holidays may be taken as a floating holiday with approval from the employee's supervisor.

ARTICLE IV 403B/457 MATCHING CONTRIBUTION

Section 1. Eligibility: To be eligible for this contribution, an employee must be regularly employed at least 75% time during the contract year, and such benefits shall not apply to employees employed for a lesser time or substitute employees.

Section 2. Contribution: The School District will match eligible employee contributions to a maximum \$7,500 per year.

Section 3. Authorization Agreement: A salary reduction authorization agreement must be completed by the eligible employee by October 1 of the current year for the employee to participate in the 403B or 457 matching contribution plan.

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

Section 5. Matching Requirement: The School District's contribution, in any event, shall not exceed the employee's matching contribution within the limitations of this Article.

**ARTICLE V
INSURANCE BENEFITS**

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: This insurance option is not available to any employee hired on or after July 1, 2023. The school district, effective July 1, 2023, shall contribute a sum not to exceed \$790 per month toward the cost of the premium for individual coverage for each eligible employee employed by the school district who qualifies for and is enrolled in the school district's health and hospitalization plan. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction. This subdivision shall not apply to those eligible employees who select coverage under the high deductible health plan described in Subdivision 3. Effective January 1, 2025, the school district shall contribute a sum not to exceed \$790 per month toward the cost of the premium for individual coverage for each eligible employee employed by the school district who qualifies for and is enrolled in the school district's health and hospitalization plan. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction. This subdivision shall not apply to those eligible employees who select coverage under the high deductible health plan described in Subdivision 3. Effective January 1, 2026, this coverage option will no longer be available to any employees in this contract.

Subd. 2. Family Coverage: This insurance option is not available to any employee hired on or after July 1, 2023. The school district, effective July 1, 2023, shall contribute a sum not to exceed \$2,100 per month toward the cost of the premium for family coverage for each eligible employee employed by the school district who qualifies for and is enrolled in the school district's health and hospitalization plan and who qualifies for family coverage. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction. This subdivision shall not apply to those eligible employees who select coverage under the high deductible health plan described in Subdivision 4. Effective January 1, 2025, the school district shall contribute a sum not to exceed \$2,250 per month toward the cost of the premium for family coverage for each eligible employee employed by the school district who qualifies for and is enrolled in the school district's health and hospitalization plan and who qualifies for family coverage. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction. This subdivision shall not apply to those eligible employees who select coverage under the high deductible health plan described in Subdivision 4. Effective January 1, 2026, this coverage option will no longer be available to any employees in this contract.

Subd. 3. Individual High Deductible Coverage:

(a) Eligible employees shall have the option of enrolling in a high deductible coverage option of the school district's health and hospitalization plan. The high deductible coverage shall be a qualified high deductible health plan within the meaning of Section 223 of the Internal Revenue Code of 1986, as amended from time to time. Each eligible employee enrolled in the high deductible coverage shall be eligible for a contribution to a health savings account ("HSA") of such employee in accordance with the Intermediate School District No. 917 Flex Choice Plan (the "Flex Choice Plan"). Effective, July 1, 2023 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 \$790. Effective, January 1, 2025, the total monthly contribution by the school district toward the cost of the premium of the high deductible coverage, the HSA contribution, and the HSA administrative fees attributable to such eligible employee shall not exceed \$790.

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

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

Subd. 4. Family High Deductible Coverage:

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

Choice Plan (the “Flex Choice Plan”). Effective July 1, 2023 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 \$2,100. Effective, January 1, 2025, the total monthly contribution by the school district toward the cost of the premium of the high deductible coverage, the HSA contribution, and the HSA administrative fees attributable to such eligible employee shall not exceed \$2,250.

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

(c) The school district shall contribute an amount equal to one-half of the applicable deductible to the HSA of each eligible employee enrolled in the family high deductible coverage. Such contributions shall be made monthly on a pro rata basis. Such employees shall also be eligible, through the Flex Choice Plan, to make pre-tax contributions to the HSA via salary reduction. The school district shall select the vendor of the HSA to which such contributions shall be made. Once deposited in an employee’s HSA, such contributions, whether made by the school district or via salary reduction, shall not be subject to restriction by the school district and the employee may access and/or transfer such funds to a different HSA to the fullest extent permitted by law.

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. Early Retirees: Administrators hired on or after July 1, 2022, are not eligible for the benefits outlined in this section. Employees hired by the District prior to July 1, 2004, who choose early retirement and are age 55 or older and who have completed at least ten (10) years of continuous full-time service with the School District shall be eligible for insurance benefits as provided in this section. Such employees will receive full single medical/health insurance benefits with the cost of the premium paid by the District for ten (10) years following date of retirement, or

upon becoming eligible for Medicare, whichever occurs sooner. Such benefits shall not be available if the employee has substantially equivalent coverage paid for by another employer. An eligible employee, under this subdivision, may elect to continue to carry dependent coverage for the same time period as herein, at the employee's own expense, by making arrangements with the School District to pay on a monthly basis any costs as accrued by the School District. Administrators hired between July 1, 2004 and June 30, 2021, must be 55 or older and have completed at least fifteen (15) years of continuous full-time service with the school district to be eligible for insurance benefits included in this section.

Section 4. Group Income Protection: The School District will pay each month the cost of the premium for income protection insurance for each employee qualified for and enrolled in such School District plan. The income protection shall include the following:

1. Benefits begin after 90 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 another source).

Section 5. Life Insurance:

Subd. 1. The School District will pay each month the cost of the life insurance premium for a \$350,000 term life insurance policy for each full-time employee working more than 75% time, qualified for and enrolled in such School District plan. The value of this benefit will be included in the employee's taxable income as required by the Internal Revenue code section 79.

Subd. 2. The employee may also purchase at the employee's own expense up to an additional \$150,000 of term-life insurance, subject to the terms and costs furnished by the district's insurance carrier.

Section 6. Dental Insurance:

Subd. 1. Individual Coverage: The School District shall contribute a sum not to exceed \$60 per month toward the cost of the premium for individual coverage for each eligible employee employed by the School District who qualifies for and is enrolled in the School District's dental insurance plan. Additional cost of the premium, if any, shall be borne by the employee and paid by payroll deduction. Employees working 74% time or less shall receive the district contribution on a prorated basis.

Subd. 2. Family Coverage: The School District shall contribute a sum not to exceed \$138 per month toward the cost of the premium for family coverage for each eligible employee employed by the School District who qualifies for and is enrolled in the School District's dental insurance plan. Additional cost of the premium, if any, shall be borne by the employee and paid by payroll deduction. Employees working 74% time or less shall receive the district contribution on a prorated basis.

Section 7. Administrators are eligible to participate in the Minnesota Post Employment Health Care Savings Plan (HCSP) established under Minnesota Statutes, section 352.98 (Minn. Supp. 2001) and as outlined in the Minnesota State Retirement Systems Trust and Plan Documents. All funds collected by the employer on behalf of the employee will be deposited into the employee's post-employment health care savings plan account. The Intermediate School District 917 shall contribute a lump sum payment in the amount of \$4,000 on March 31, 2024, and \$4,000 on March 31, 2025, to all employees covered in this agreement. The lump sum payment shall be deposited in the employee's HCSP account.

Section 8. Claims Against the School District: Any description of insurance benefits contained in this Article is intended to be informational only and the eligibility of any employee for benefits shall be governed by the terms of the insurance policy purchased by the School District pursuant to this Article. It is further understood that the School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

ARTICLE VI OTHER BENEFITS

Section 1. Professional Growth: The Board agrees for assistant directors/principals hired prior to July 1, 2015, to reimburse tuition fees for preapproved courses and professional dues. Reimbursement of tuition shall be limited to the cost of 12 semester credits (or equivalent) per year at the University of Minnesota doctoral rate or a sum not to exceed the University of Minnesota cost for 12 semester credits or equivalent at another University. Reimbursement shall be subject to the superintendent's approval, whose decision shall be final. Effective June 30, 2007, benefits under this Section 1 shall be limited to and regulated by the assistant directors/principals' enrollment in a course of study or program approved by the superintendent in accordance with the Intermediate School District Policy 486 Specialized Training at District Expense.

For Administrators hired after July 1, 2015, the Board agrees to reimburse professional dues and tuition fees for preapproved graduate courses that are part of a certification program, licensing program, education specialist program, educational doctorate program, Juris Doctorate program, or PHD program that is of benefit to Intermediate School District 917. Reimbursement of tuition/fees shall be limited to nine (9) semester credits (or equivalent) per fiscal year and the maximum reimbursement amount shall not exceed the cost of nine (9) graduate semester credits at the University of Minnesota. Reimbursement shall be subject to the superintendent's approval, whose decision shall be final.

If an Assistant Director/Principal's resignation effective date from the district is before the three-year anniversary of a tuition/fee reimbursement 50% of the reimbursement must be repaid to the district. If an Administrator's resignation effective date is on or after the third-year anniversary of a tuition/fee reimbursement, no repayment is required. This employee repayment requirement will be tracked separately for each tuition/fee reimbursement.

Section 2. Mileage: Employees required to use their personal vehicle in the performance of the supervisory duties shall be reimbursed for such travel pursuant to School District policy.

Section 3. Defense and Indemnification:

Subd. 1. The School District agrees, subject to the provisions of this section, as a condition of this employment contract, that it shall defend, hold harmless, and indemnify the Administrator from any and all demands, claims, suits, actions, and legal proceedings brought against the Assistant Director in his/her individual capacity, or in his/her official capacity as agent and employee of the School District, provided the incident arose while the Administrator was acting within the scope of his/her employment and acting in good faith.

Subd. 2. Subject to the limitations provided in Subd. 1 hereof, the School Board shall provide legal counsel and pay the fees for services rendered and costs advanced by such counsel in defense of the Administrator and shall pay all expenses to the ultimate conclusion of such action, and shall pay any judgment which may be rendered against the Administrator. In the event that a conflict exists as regards the defense to any claim between the legal position of the Administrator and the legal position of the School District, the School District agrees to engage separate counsel for the Administrator and the School District agrees to pay the fees for services rendered and costs advanced by such counsel. The School District further agrees that the choice of such separate counsel shall be made by the Administrator and subject only to final approval by the School Board.

**ARTICLE VII
MISCELLANEOUS**

Section 1. Probationary Period: Licensed employees shall serve a probationary period subject to the provisions of Minnesota State Statute § 122A.40.

Section 2. Exempt Status: This position is exempt from the overtime provisions of the Fair Labor Standards Act, based on the following factors:

- (a) The position is salaried and earns more than \$250 per week.
- (b) The position involves performing work directly related to management policies and operations of the school district.
- (c) The incumbent in this position customarily and regularly exercises discretion and independent judgment in the course of the daily work activities.

Section 3. Years of Service:

Subd. 1. For purposes of calculating years of service or the year in relation to 403B, vacation, and other benefits herein, the first year of employment shall be defined as any days of employment prior to the last day of the fiscal year in the first employment agreement. The next regular fiscal calendar becomes the second year of employment with each successive school year adding to the years of employment.

Subd. 2. When benefits in this contract are determined by years as an administrator, the term “administrator” refers to time that the employee worked in the District as one or more of the following licensed classifications:

1. Deans/Assistant Principals
2. Assistant Directors/Principals
3. Executive Directors/Directors

Section 4. Right of Assignment: The district has the managerial right to assign administrators to sites and/or programs based on the needs of the district.

ARTICLE VIII SALARIES

Section 1. Salary Increases for New Employees: A new employee shall be given a salary and step placement as agreed between the School District and the employee with approval by the superintendent or their designee. An employee hired prior to January 1 shall be eligible for a salary step increase effective the following July 1. An employee hired after January 1 shall not be eligible for a salary step increase until the second following July 1. These salary terms may only be modified by mutual agreement in writing between the School District and the Employee at the time of initial employment.

Section 2. Base Salary: An employee shall receive an annual salary for each contract year as indicated in the employee’s Administrator Agreement document based on the following salary schedules for the given contract year (July – June):

	2023-2024
Steps	Asst. Directors / Principals
1	\$123,571
2	\$127,933
3	\$132,294
4	\$136,655
5	\$141,017
6	\$145,378
7	\$148,976

	2024-2025
Steps	Asst. Directors / Principals
1	\$126,661
2	\$131,131
3	\$135,602

4	\$140,071
5	\$144,542
6	\$149,013
7	\$152,700

Placement on the salary schedule at the time of initial hire to the position will be made by the Superintendent and will not be open to appeal or grievance. The factors that will be used in the placement determination include: years of experience while employed as a licensed administrator (although it will not necessarily be a year-to-year match), applicability and transferability of skills and experience, and market forces at the time of hire. The initial placement may be determined at any step. Each subsequent year of employment the employee will progress along the salary schedule. This placement has no bearing on seniority for the purposes of either longevity or for unrequested leave.

Section 3. Longevity: Employees shall receive a longevity stipend beyond the salaries delineated in Article VIII, Section 2 as follows:

Years of Continuous Service in the District	2023-2025
After ten (10) years of continuous employment (Years 11 through 15)	\$2,500
After fifteen (15) years of continuous employment (Years 16 through 20)	\$4,000
After 20 years of continuous employment (Years 21 through 25)	\$4,100
After 25 years of continuous employment (Years 26+)	\$4,200

Employees working less than full time will receive the stipend on a prorated basis.

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

Section 5. Salary Adjustment: In addition to the salaries delineated the employee’s Administrator Agreement, those administrators who have attained the J.D., PhD, or EdD degree shall receive an additional annual stipend in the amount of \$2,500 as indicated in the employee’s Administrator Agreement document to be paid in twenty-four (24) equal portions on the normal semi-monthly salary for a full-year contract when the degree is awarded in June. Otherwise, such stipend shall begin in the month following the award of said degree and shall be prorated from that date until the end of the current fiscal year. Any pay adjustment shall not be made until an official transcript is received for the personnel file.

ARTICLE IX ABOLITION OF POSITION

Section 1. Effect: This Article shall be effective only if one or more of the positions governed by these Terms and Conditions of Employment is eliminated by the School District for its own reason

or as a result of modification of state law abolishing the School District or substantially altering its form or funding which dictates the abolishment of one or more of the positions covered by these Terms and Conditions of Employment.

Section 2. Conditions: In the event that any of the Administrator positions covered by these Terms and Conditions of Employment is abolished as provided in Section 1 hereof, an employee under these terms and conditions shall be eligible for sick leave pay as provided in Article II, Section 2, notwithstanding age or years of service requirements. In addition, in the event any of the positions covered by these Terms and Conditions of Employment is abolished as provided in Section 1 hereof, an employee shall be eligible for one year of the insurance benefit provided for in Article V, Section 2, notwithstanding age or years of service requirements, except such benefits shall not be available if the employee has substantially equivalent coverage paid for by another employer. Nothing in this Article, however, shall alter the benefits existing in Article V, Insurance Benefits, for those employees who otherwise meet the age and service requirements as set forth in said articles.

Special Education Assistant Director/Principal and Secondary Principal Contract Approved by the School Board:

Chair

November 12, 2024
Amended Date

Clerk

November 12, 2024
Amended Date

INTERMEDIATE SCHOOL DISTRICT NO. 917

TERMS AND CONDITIONS OF EMPLOYMENT

for

**ASSISTANT DIRECTOR/PRINCIPAL
and
SECONDARY PRINCIPAL**

Effective July 1, 2023 to June 30, 2025

Board Approved: February 6, 2024

Board Amended: November 12, 2024

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**ARTICLE I
DEFINITION OF ELIGIBLE EMPLOYEES**

The terms and conditions of employment as provided herein, cover those employees of Intermediate School District 917 who qualify as supervisors under the Minnesota Public Employment Labor Relations Act, and who are employed on a full-time basis in any of the following positions:

Assistant Director of Special Education/Principal
Secondary Principal

The District intends to employ the most qualified candidates for these positions, who possesses a Director of Special Education and/or Principal licensure. The position of Secondary Principal requires only the K-12 Principal license. In the event an employee is hired into the Assistant Director of Special Education/Principal position after June 30, 2017, and does not have both of these two licenses, the employee will be required to secure a Director of Special Education and/or Principal licensure within two (2) years of their hiring date, as outlined on the employee's individual agreement. Exceptions to this expectation may be approved by both the administrator's supervisor and the Superintendent.

**ARTICLE II
LEAVES**

Section I. Sick Leave:

Subd. 1. Full-Time Employees: A full-time (1.0 FTE) employee shall receive Earned Sick and Safe Leave (ESSL)), per Minnesota State Statutes 181.9445 through 181.9448, which outlines mandatory Earned Sick & Safe Time for Minnesota employers, at the rate of twelve (12) days during each fiscal year of service (July – June) in the employ of the School District. The employee shall be frontloaded with the twelve (12) ESSL days at the beginning of each fiscal year of employment, not subject to proration due to a leave of absence or early departure from the position.

Subd. 2. Part-Time Employees: Part-time employees who work 0.85 FTE or greater shall receive Earned Sick and Safe Leave (ESSL), per Minnesota State Statutes 181.9445 through 181.9448, which outlines mandatory Earned Sick & Safe Time for Minnesota employers, at a prorated rate in relation to full-time, 1.0 FTE employees' ESSL allotment listed above during each fiscal year but no less than 80 hours. The employee shall be frontloaded with ESSL days at the beginning of each fiscal year of employment, not subject to proration due to a leave of absence or early departure from the position.

Part-time employees who work at least 80 hours in a year up to 0.84 FTE shall accrue Earned Sick and Safe Leave (ESSL) monthly at a prorated rate in relation to full-time, 1.0 FTE employees' ESSL allotment listed above but no less than one (1) hour of ESSL for every 30 hours worked, with the ability to accumulate at least 48 hours of ESSL each year.

Subd. 3: Unused ESSL will rollover into a sick leave bank that may accumulate without limit. The employee can use accrued sick leave for personal illness, an absence due to an illness of or injury to a spouse, child, adult child, brother, sister, parent, grandparent, grandchild, spouse's parent, significant person or for "safety leave." For purposes of this provision, "child," includes stepchild and a biological, adopted, and foster child and "grandchild" includes a step-grandchild and a biological adopted and foster grandchild. For purposes of this subdivision, "parent" includes stepparent, biological, and adoptive parent.

Subd. 4: For employees hired into this contract group before July 1, 2024, upon the close of any contract year that occurs after which the employee has completed at least ten (10) years of continuous employment with the school district the school district shall pay to the Administrator the cash value of ten (10) sick leave days if the sick leave balance has ten or more days. Such payment shall be made on July 15th following the close of the contract year. Years of employment are defined in Article III, Section 1, of these terms and conditions. Notwithstanding the foregoing, the total number of accumulated sick leave days cashed out will not exceed 70 days. Upon termination of employment, the Administrator shall receive a cash payment for a portion of his/her accumulated sick leave. The amount of accumulated sick leave days that will be paid to the Administrator upon termination of employment will be equal to the lesser of the number of accumulated sick leave days at the time of termination or the difference between 70 days and the number of days that have been cashed out and paid to the Administrator during his/her employment. For purposes of converting accumulated sick leave into cash in order to make payment to the Administrator hereunder, the value of a day of sick leave shall be determined as per Article III, Section 1 of these terms and conditions. The base salary is identified in the Administrative Agreement document in item #5 for the contract year in which the severance of employment occurs.

For employees hired into this contract group on or after July 1, 2024, payout of any sick leave days shall not be granted.

Section 2. Medical Leave:

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

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

Subd. 2. Family Medical Leave of Absence: In accordance with the Family Medical Leave Act (FMLA), eligible employees are entitled to twelve (12) workweeks of unpaid leave within a rolling twelve (12)-month period.

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

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

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

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

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

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

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

Subd. 6. Probationary Period: Periods of time for which the employee is on medical leave may extend the employee's probationary period pursuant to Minnesota Statute (122A.40).

Section 3. Parental Leave:

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

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

Subd. 3. Returning from Parental Leave: For partial school year leaves, an employee on a parental leave of absence under this Section must confirm with human resources his/her intention to return from parental leave at least four (4) weeks prior to his/her approved leave end date. For full school-year leaves, an employee on a parental leave of absence under this Section must confirm with human resources or his/her administrative designee in writing, his/her intention to return from parental leave in August of the next school year by April 1 of the leave school year.

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

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

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

Subd. 6. Probationary Period: Periods of time for which the employee is on parental leave may extend the employee's probationary period pursuant to Minnesota Statute (122A.40).

Section 4. Bereavement and Family Illness Leaves: An absence due to death of a spouse, child, adult child, brother, sister, parent, grandparent, grandchild, spouse's parent, son-in-law, daughter-in-law, brother-in-law, sister-in-law, or a regular member of the immediate household, or significant person will be granted up to five (5) days per incident with the approval of the immediate supervisor with no salary deduction.

Absence due to illness or injury of a family member or for safety leave shall be deducted from sick leave or ESSL in accordance with state statute. Provisions under this section are not intended to limit any rights the employee may have under the family medical leave act.

Additional absence for severe illness or death may be granted at the sole discretion of the Superintendent.

Section 5. Civic Duty/Military Leave:

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

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

Subd. 3. Military: Military leave shall be granted pursuant to state and federal laws.

Section 6. General Unpaid Personal Leave:

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

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

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

Subd. 3. An employee on an approved general leave of absence for a full school year or the spring semester of the school year, shall notify the superintendent in writing of his/her intention to return for the upcoming school year no later than April 1 of the leave school year. For partial school year leaves, an employee on a general leave of absence under this Section must notify the superintendent in writing, of his/her intention to return from general leave at least two (2) months prior to his/her approved leave end date.

Section 7. Insurance Implications:

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

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

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

Section 8. Accrued Benefits:

Subd. 1. Employees on Medical or Parental Leaves: An employee on a medical or parental leave under this article shall retain his/her number sick leave days, experience credit for pay

purposes, and other accrued benefits, if any, up to the date that the employee went on leave for use during the employee's leave of absence, as noted in section three (3) of this article, and accrual will continue so long as the employee is using paid leave. No additional experience credit for pay purposes, or other benefits shall accrue for the period of time that the employee is on unpaid leave.

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

Section 9: Professional Improvement Leaves: Professional improvement leave is designed for the purpose of job-related work, study, travel or research. This leave is specifically designed for the purpose of upgrading skills or expertise of value to the District. The District may contract with the employee to pay all or part of the employee's salary during this leave depending on the perceived value to the District of the experience or the employee may use accrued vacation if the professional improvement leave is unpaid. This contract may make provision for payment at District expense or employee expense for fringe benefits and retirement plan. Such a contract may require a refund of any such salary and/or fringe benefit cost contributed by the School District if the employee does not return to the District and work for a period of at least two contract years. A refund will not be required if the employee is placed on unrequested leave of absence or otherwise terminated as a result of staff reduction. The granting of professional improvement leaves is at the sole discretion of the superintendent or their designee with the approval of the School Board.

Section 10: Personal Leave: In the 2023-2024 contract year, the employee shall be granted two (2) non-accumulative personal leave days each year for any reason. Personal days will not be charged against sick leave and cannot be carried over into the following fiscal year. The days must be submitted via the district's attendance tracking system and pre-approved by the employee's supervisor. Personal leave will be unavailable to employees after June 2024.

ARTICLE III CONTRACT YEAR, VACATION, AND HOLIDAYS

Section 1. Base Work Year: The employee's duty year shall be for the entire 12-month contract year, including vacations and holidays, as provided herein. When it is necessary to compute a per day or per hour salary, , including longevity and stipend(s) indicated on individual agreements, if applicable, the employee's base salary will be divided by the number of weekdays per year minus twelve (12) holidays and minus the total number of vacation days to be accrued in the given year as outlined in section two (2) below.

Section 2. Vacations:

Subd. 1. In the 2023-2024 contract year, the employee shall earn vacation at the rate of twenty-eight (28) days per year. Employees working less than a full year shall accrue vacation on a prorata basis.

In the 2024-2025 contract year, the employee shall be frontloaded with 30 vacation days per fiscal year, equating to 2.5 vacation days per month from July through June. While the vacation time will be frontloaded, should an employee end their employment with the district prior to the end of the contract year, they will be docked for overused vacation. Employees who start after July 1 shall have their vacation frontloaded at a prorated rate.

Subd. 2. Vacation may be used after it is credited. A draw in advance on vacation not yet earned or credited may be granted at the approval of the director and the superintendent.

Subd. 3. -Vacation may be accrued to a maximum of 70 days. Upon the close of each contract year, the school district shall pay to the Administrator the cash value of all vacation days accrued above 70. Such payment shall be made on July 15 following the close of the contract year. For purposes of converting accumulated vacation into cash in order to make payment to the Administrator hereunder, the value of a day of vacation shall be determined as per Article III, Section 1, of these terms and conditions. The base salary is identified in the Administrator Agreement document in item #5.

Subd. 4. Upon termination of employment, for employees hired on or before July 1, 1999, one hundred percent (100%) of the Administrator's available vacation balance will be contributed to the Minnesota Post Employment Health Care Savings Plan (HCSP) established under Minnesota Statute 352.98 and as outlined in the Minnesota State Retirement Systems Trust and Plan documents (MSRS).

Upon termination of employment, for employees hired after July 1, 1999, one hundred percent (100%) of the Administrator's available vacation balance will be contributed to the Minnesota Post Employment Health Care Savings Plan (HCSP) established under Minnesota Statute 352.98 and as outlined in the Minnesota State Retirement Systems Trust and Plan documents (MSRS). The amount of accumulated vacation leave days that will be eligible to the Administrator upon termination of employment will be equal to the lesser of the number of accumulated vacation leave days at the time of termination or the difference between 70 days and the number of days that have been cashed out and paid to the Administrator during his/her employment. For purposes of converting accumulated vacation leave into a HCSP contribution in order to make payment to the MSRS hereunder, the value of a day of vacation leave shall be determined as per Article III, Section 1 of these terms and conditions. The base salary is identified in the employee's Administrative Agreement document for the contract year in which the severance of employment occurs.

Subd. 4. An employee who is terminated or leaves the employment of the school district of their own volition will be eligible for contribution to the HCSP as outlined in Article III, Section 2, subdivision 4, provided the employee is severing employment of his or her own volition, has given the employer six (6) weeks written notice, and the amount of accumulated vacation time does not exceed the limitations of Article III, Section 2, subdivision 4. Such payment shall be made the next pay period following the employee's date of severance from employment. For purposes of converting accumulated vacation into the HCSP contribution in payment to the MSRS hereunder, the value of a day of vacation

shall be determined as per Article III, Section 1, of these terms and conditions. The base salary is identified in the employee's Administrator Agreement document for the contract year in which severance of employment occurs. In the event of the employee's death, the unused vacation payout will be made to the employee's MSRS.

Subd. 5. All requests for vacation must be approved in advance by the appropriate supervisor. Vacation requests in excess of a continuous three (3) weeks shall require the approval of the superintendent.

Section 3. Holidays: Employees shall have the following named holidays:

1. July 4
2. First (1st) Monday of September
3. Fourth (4th) Thursday of November
4. Day after the Fourth (4th) Thursday of November
5. December 24
6. December 25
7. January 1
8. Third (3rd) Monday of January
9. Third (3rd) Monday of February
10. Last Monday of May
11. June 19
12. Floating holiday to be indicated in the attendance tracking system

Two (2) of the above listed eleven (11) predetermined holidays may be taken as a floating holiday with approval from the employee's supervisor.

ARTICLE IV 403B/457 MATCHING CONTRIBUTION

Section 1. Eligibility: To be eligible for this contribution, an employee must be regularly employed at least 75% time during the contract year, and such benefits shall not apply to employees employed for a lesser time or substitute employees.

Section 2. Contribution: The School District will match eligible employee contributions to a maximum \$7,500 per year.

Section 3. Authorization Agreement: A salary reduction authorization agreement must be completed by the eligible employee by October 1 of the current year for the employee to participate in the 403B or 457 matching contribution plan.

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

Section 5. Matching Requirement: The School District's contribution, in any event, shall not exceed the employee's matching contribution within the limitations of this Article.

**ARTICLE V
INSURANCE BENEFITS**

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: This insurance option is not available to any employee hired on or after July 1, 2023. The school district, effective July 1, 2023, shall contribute a sum not to exceed \$790 per month toward the cost of the premium for individual coverage for each eligible employee employed by the school district who qualifies for and is enrolled in the school district's health and hospitalization plan. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction. This subdivision shall not apply to those eligible employees who select coverage under the high deductible health plan described in Subdivision 3. Effective January 1, 2025, the school district shall contribute a sum not to exceed \$790 per month toward the cost of the premium for individual coverage for each eligible employee employed by the school district who qualifies for and is enrolled in the school district's health and hospitalization plan. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction. This subdivision shall not apply to those eligible employees who select coverage under the high deductible health plan described in Subdivision 3. Effective January 1, 2026, this coverage option will no longer be available to any employees in this contract.

Subd. 2. Family Coverage: This insurance option is not available to any employee hired on or after July 1, 2023. The school district, effective July 1, 2023, shall contribute a sum not to exceed \$2,100 per month toward the cost of the premium for family coverage for each eligible employee employed by the school district who qualifies for and is enrolled in the school district's health and hospitalization plan and who qualifies for family coverage. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction. This subdivision shall not apply to those eligible employees who select coverage under the high deductible health plan described in Subdivision 4. Effective January 1, 2025, the school district shall contribute a sum not to exceed \$2,250 per month toward the cost of the premium for family coverage for each eligible employee employed by the school district who qualifies for and is enrolled in the school district's health and hospitalization plan and who qualifies for family coverage. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction. This subdivision shall not apply to those eligible employees who select coverage under the high deductible health plan described in Subdivision 4. Effective January 1, 2026, this coverage option will no longer be available to any employees in this contract.

Subd. 3. Individual High Deductible Coverage:

(a) Eligible employees shall have the option of enrolling in a high deductible coverage option of the school district's health and hospitalization plan. The high deductible coverage shall be a qualified high deductible health plan within the meaning of Section 223 of the Internal Revenue Code of 1986, as amended from time to time. Each eligible employee enrolled in the high deductible coverage shall be eligible for a contribution to a health savings account ("HSA") of such employee in accordance with the Intermediate School District No. 917 Flex Choice Plan (the "Flex Choice Plan"). Effective, July 1, 2023 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 \$790. Effective, January 1, 2025, the total monthly contribution by the school district toward the cost of the premium of the high deductible coverage, the HSA contribution, and the HSA administrative fees attributable to such eligible employee shall not exceed \$790.

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

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

Subd. 4. Family High Deductible Coverage:

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

Choice Plan (the “Flex Choice Plan”). Effective July 1, 2023 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 \$2,100. Effective, January 1, 2025, the total monthly contribution by the school district toward the cost of the premium of the high deductible coverage, the HSA contribution, and the HSA administrative fees attributable to such eligible employee shall not exceed \$2,250.

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

(c) The school district shall contribute an amount equal to one-half of the applicable deductible to the HSA of each eligible employee enrolled in the family high deductible coverage. Such contributions shall be made monthly on a pro rata basis. Such employees shall also be eligible, through the Flex Choice Plan, to make pre-tax contributions to the HSA via salary reduction. The school district shall select the vendor of the HSA to which such contributions shall be made. Once deposited in an employee’s HSA, such contributions, whether made by the school district or via salary reduction, shall not be subject to restriction by the school district and the employee may access and/or transfer such funds to a different HSA to the fullest extent permitted by law.

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. Early Retirees: Administrators hired on or after July 1, 2022, are not eligible for the benefits outlined in this section. Employees hired by the District prior to July 1, 2004, who choose early retirement and are age 55 or older and who have completed at least ten (10) years of continuous full-time service with the School District shall be eligible for insurance benefits as provided in this section. Such employees will receive full single medical/health insurance benefits with the cost of the premium paid by the District for ten (10) years following date of retirement, or

upon becoming eligible for Medicare, whichever occurs sooner. Such benefits shall not be available if the employee has substantially equivalent coverage paid for by another employer. An eligible employee, under this subdivision, may elect to continue to carry dependent coverage for the same time period as herein, at the employee's own expense, by making arrangements with the School District to pay on a monthly basis any costs as accrued by the School District. Administrators hired between July 1, 2004 and June 30, 2021, must be 55 or older and have completed at least fifteen (15) years of continuous full-time service with the school district to be eligible for insurance benefits included in this section.

Section 4. Group Income Protection: The School District will pay each month the cost of the premium for income protection insurance for each employee qualified for and enrolled in such School District plan. The income protection shall include the following:

1. Benefits begin after 90 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 another source).

Section 5. Life Insurance:

Subd. 1. The School District will pay each month the cost of the life insurance premium for a \$350,000 term life insurance policy for each full-time employee working more than 75% time, qualified for and enrolled in such School District plan. The value of this benefit will be included in the employee's taxable income as required by the Internal Revenue code section 79.

Subd. 2. The employee may also purchase at the employee's own expense up to an additional \$150,000 of term-life insurance, subject to the terms and costs furnished by the district's insurance carrier.

Section 6. Dental Insurance:

Subd. 1. Individual Coverage: The School District shall contribute a sum not to exceed \$60 per month toward the cost of the premium for individual coverage for each eligible employee employed by the School District who qualifies for and is enrolled in the School District's dental insurance plan. Additional cost of the premium, if any, shall be borne by the employee and paid by payroll deduction. Employees working 74% time or less shall receive the district contribution on a prorated basis.

Subd. 2. Family Coverage: The School District shall contribute a sum not to exceed \$138 per month toward the cost of the premium for family coverage for each eligible employee employed by the School District who qualifies for and is enrolled in the School District's dental insurance plan. Additional cost of the premium, if any, shall be borne by the employee and paid by payroll deduction. Employees working 74% time or less shall receive the district contribution on a prorated basis.

Section 7. Administrators are eligible to participate in the Minnesota Post Employment Health Care Savings Plan (HCSP) established under Minnesota Statutes, section 352.98 (Minn. Supp. 2001) and as outlined in the Minnesota State Retirement Systems Trust and Plan Documents. All funds collected by the employer on behalf of the employee will be deposited into the employee's post-employment health care savings plan account. The Intermediate School District 917 shall contribute a lump sum payment in the amount of \$4,000 on March 31, 2024, and \$4,000 on March 31, 2025, to all employees covered in this agreement. The lump sum payment shall be deposited in the employee's HCSP account.

Section 8. Claims Against the School District: Any description of insurance benefits contained in this Article is intended to be informational only and the eligibility of any employee for benefits shall be governed by the terms of the insurance policy purchased by the School District pursuant to this Article. It is further understood that the School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

ARTICLE VI OTHER BENEFITS

Section 1. Professional Growth: The Board agrees for assistant directors/principals hired prior to July 1, 2015, to reimburse tuition fees for preapproved courses and professional dues. Reimbursement of tuition shall be limited to the cost of 12 semester credits (or equivalent) per year at the University of Minnesota doctoral rate or a sum not to exceed the University of Minnesota cost for 12 semester credits or equivalent at another University. Reimbursement shall be subject to the superintendent's approval, whose decision shall be final. Effective June 30, 2007, benefits under this Section 1 shall be limited to and regulated by the assistant directors/principals' enrollment in a course of study or program approved by the superintendent in accordance with the Intermediate School District Policy 486 Specialized Training at District Expense.

For Administrators hired after July 1, 2015, the Board agrees to reimburse professional dues and tuition fees for preapproved graduate courses that are part of a certification program, licensing program, education specialist program, educational doctorate program, Juris Doctorate program, or PHD program that is of benefit to Intermediate School District 917. Reimbursement of tuition/fees shall be limited to nine (9) semester credits (or equivalent) per fiscal year and the maximum reimbursement amount shall not exceed the cost of nine (9) graduate semester credits at the University of Minnesota. Reimbursement shall be subject to the superintendent's approval, whose decision shall be final.

If an Assistant Director/Principal's resignation effective date from the district is before the three-year anniversary of a tuition/fee reimbursement 50% of the reimbursement must be repaid to the district. If an Administrator's resignation effective date is on or after the third-year anniversary of a tuition/fee reimbursement, no repayment is required. This employee repayment requirement will be tracked separately for each tuition/fee reimbursement.

Section 2. Mileage: Employees required to use their personal vehicle in the performance of the supervisory duties shall be reimbursed for such travel pursuant to School District policy.

Section 3. Defense and Indemnification:

Subd. 1. The School District agrees, subject to the provisions of this section, as a condition of this employment contract, that it shall defend, hold harmless, and indemnify the Administrator from any and all demands, claims, suits, actions, and legal proceedings brought against the Assistant Director in his/her individual capacity, or in his/her official capacity as agent and employee of the School District, provided the incident arose while the Administrator was acting within the scope of his/her employment and acting in good faith.

Subd. 2. Subject to the limitations provided in Subd. 1 hereof, the School Board shall provide legal counsel and pay the fees for services rendered and costs advanced by such counsel in defense of the Administrator and shall pay all expenses to the ultimate conclusion of such action, and shall pay any judgment which may be rendered against the Administrator. In the event that a conflict exists as regards the defense to any claim between the legal position of the Administrator and the legal position of the School District, the School District agrees to engage separate counsel for the Administrator and the School District agrees to pay the fees for services rendered and costs advanced by such counsel. The School District further agrees that the choice of such separate counsel shall be made by the Administrator and subject only to final approval by the School Board.

**ARTICLE VII
MISCELLANEOUS**

Section 1. Probationary Period: Licensed employees shall serve a probationary period subject to the provisions of Minnesota State Statute § 122A.40.

Section 2. Exempt Status: This position is exempt from the overtime provisions of the Fair Labor Standards Act, based on the following factors:

- (a) The position is salaried and earns more than \$250 per week.
- (b) The position involves performing work directly related to management policies and operations of the school district.
- (c) The incumbent in this position customarily and regularly exercises discretion and independent judgment in the course of the daily work activities.

Section 3. Years of Service:

Subd. 1. For purposes of calculating years of service or the year in relation to 403B, vacation, and other benefits herein, the first year of employment shall be defined as any days of employment prior to the last day of the fiscal year in the first employment agreement. The next regular fiscal calendar becomes the second year of employment with each successive school year adding to the years of employment.

Subd. 2. When benefits in this contract are determined by years as an administrator, the term “administrator” refers to time that the employee worked in the District as one or more of the following licensed classifications:

1. Deans/Assistant Principals
2. Assistant Directors/Principals
3. Executive Directors/Directors

Section 4. Right of Assignment: The district has the managerial right to assign administrators to sites and/or programs based on the needs of the district.

ARTICLE VIII SALARIES

Section 1. Salary Increases for New Employees: A new employee shall be given a salary and step placement as agreed between the School District and the employee with approval by the superintendent or their designee. An employee hired prior to January 1 shall be eligible for a salary step increase effective the following July 1. An employee hired after January 1 shall not be eligible for a salary step increase until the second following July 1. These salary terms may only be modified by mutual agreement in writing between the School District and the Employee at the time of initial employment.

Section 2. Base Salary: An employee shall receive an annual salary for each contract year as indicated in the employee’s Administrator Agreement document based on the following salary schedules for the given contract year (July – June):

	2023-2024
Steps	Asst. Directors / Principals
1	\$123,571
2	\$127,933
3	\$132,294
4	\$136,655
5	\$141,017
6	\$145,378
7	\$148,976

	2024-2025
Steps	Asst. Directors / Principals
1	\$126,661
2	\$131,131
3	\$135,602

4	\$140,071
5	\$144,542
6	\$149,013
7	\$152,700

Placement on the salary schedule at the time of initial hire to the position will be made by the Superintendent and will not be open to appeal or grievance. The factors that will be used in the placement determination include: years of experience while employed as a licensed administrator (although it will not necessarily be a year-to-year match), applicability and transferability of skills and experience, and market forces at the time of hire. The initial placement may be determined at any step. Each subsequent year of employment the employee will progress along the salary schedule. This placement has no bearing on seniority for the purposes of either longevity or for unrequested leave.

Section 3. Longevity: Employees shall receive a longevity stipend beyond the salaries delineated in Article VIII, Section 2 as follows:

Years of Continuous Service in the District	2023-2025
After ten (10) years of continuous employment (Years 11 through 15)	\$2,500
After fifteen (15) years of continuous employment (Years 16 through 20)	\$4,000
After 20 years of continuous employment (Years 21 through 25)	\$4,100
After 25 years of continuous employment (Years 26+)	\$4,200

Employees working less than full time will receive the stipend on a prorated basis.

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

Section 5. Salary Adjustment: In addition to the salaries delineated the employee’s Administrator Agreement, those administrators who have attained the J.D., PhD, or EdD degree shall receive an additional annual stipend in the amount of \$2,500 as indicated in the employee’s Administrator Agreement document to be paid in twenty-four (24) equal portions on the normal semi-monthly salary for a full-year contract when the degree is awarded in June. Otherwise, such stipend shall begin in the month following the award of said degree and shall be prorated from that date until the end of the current fiscal year. Any pay adjustment shall not be made until an official transcript is received for the personnel file.

ARTICLE IX ABOLITION OF POSITION

Section 1. Effect: This Article shall be effective only if one or more of the positions governed by these Terms and Conditions of Employment is eliminated by the School District for its own reason

or as a result of modification of state law abolishing the School District or substantially altering its form or funding which dictates the abolishment of one or more of the positions covered by these Terms and Conditions of Employment.

Section 2. Conditions: In the event that any of the Administrator positions covered by these Terms and Conditions of Employment is abolished as provided in Section 1 hereof, an employee under these terms and conditions shall be eligible for sick leave pay as provided in Article II, Section 2, notwithstanding age or years of service requirements. In addition, in the event any of the positions covered by these Terms and Conditions of Employment is abolished as provided in Section 1 hereof, an employee shall be eligible for one year of the insurance benefit provided for in Article V, Section 2, notwithstanding age or years of service requirements, except such benefits shall not be available if the employee has substantially equivalent coverage paid for by another employer. Nothing in this Article, however, shall alter the benefits existing in Article V, Insurance Benefits, for those employees who otherwise meet the age and service requirements as set forth in said articles.

Special Education Assistant Director/Principal and Secondary Principal Contract Approved by the School Board:

Chair ~~February 6~~November 12, 2024
Amended Date

Clerk ~~February 6~~November 12, 2024
Amended Date



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 Members
Michael Favor Superintendent

From: Mark Johns Director of Business Services

Date: November 12, 2024

Re: District Revenue and Expenditures for your approval

Information:

- Enclosed for your review and approval are the fiscal year 2024 and 2025 revenue and expenditure budgets to be published in the board approved St. Paul Pioneer Press and will be posted to our ISD 917 website per Minn. Stat. section 123B.10.
- The information provided is based on the audited information for FY24 which will be presented to the board during the December 10th, 2024, board meeting. FY25 information is based on the adopted revenues and expenditures approved by the board on June 11, 2024
- **FY24 operating fund balances** came in higher than anticipated compared to the revised budget projection. FY24 recognized a reduction in the operating fund balance of (\$382,446) compared to the revised budget of (\$837,486). The improvement in the operating fund balance by an additional \$455,040 resulted from a combination of factors:
 - o Special education revenues were higher by \$339,000 and non-reimbursable operational costs were lower by (\$330,000) resulting in a net increase in fund balance of \$148,959 instead of the anticipated loss of (\$520,097).
 - o Secondary Alternative Learning Center revenues were lower by additional (\$216,435) resulting in a net decrease of (\$52,768)
- **Internal Service Fund balances** (medical & dental) came in higher than anticipated in comparison to the FY24 revised budget by an additional \$233,741 due to higher interest earnings and lower than projected medical claims.
- **FY24 vs FY23:** Total FY24 operating revenues were \$43.878M and operating expenditures were \$44.261M. This created a FY 24 fund balance shortfall of (\$382,446). FY23 had a fund balance shortfall of (\$122,990).

ISD 917 Core Values

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

- **FY24 total ADM's** served reporting as of 10/21/24 experienced a decrease of (124.5) ADM's or (14.3%) in comparison to FY23. The decrease in ADM's is attributable to a decrease in our Alternative Learning Center's ADM's (52.2), Special Education ADM's (34.7) and remaining is extend time and our member school districts targeted services (37.7) ADM's.
- **FY24 total operating cost per ADM** increased by \$9,645 or 19.40% to \$59,296 as reported on MDE revenues and expenditures report which is due to the decrease in ADM's.



Division of School Finance
400 NE Stinson Blvd.
Minneapolis, MN 55413

District Revenues and Expenditures Budget for Fiscal Year (FY) 2024 and FY 2025

ED-00110-47

General Information: Minnesota Statutes 2023, section 123B.10, requires that every school board shall publish the subject data of this report.

District Name:							District Number:
Fund	FY 2024 Beginning Fund Balances	FY 2024 Actual Revenues and Transfers In	FY 2024 Actual Expenditures and Transfers Out	June 30, 2024 Actual Fund Balances	FY 2025 Budget Revenues and Transfers In	FY 2025 Budget Expenditures and Transfers Out	June 30, 2025 Projected Fund Balances
General Fund/Restricted	\$ 50,581	\$ 2,440,593	\$ 2,213,788	\$ 277,385	\$ 997,428	\$ 982,557	\$ 292,256
General Fund/Other	\$ 10,028,876	\$ 41,194,355	\$ 41,820,431	\$ 9,402,800	\$ 50,900,266	\$ 51,043,245	\$ 9,259,821
Food Service Fund	\$ -	\$ 243,470	\$ 226,645	\$ 16,826	\$ -	\$ -	\$ 16,826
Community Service Fund	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
Building Construction Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Debt Service Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Trust Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Internal Service Fund	\$ 5,828,416			\$ 6,651,023			\$ 7,682,831
* OPEB Revocable Trust Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
OPEB Irrevocable Trust Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
OPEB Debt Service Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total - All Funds	\$ 15,907,873	\$ 43,878,418	\$ 44,260,864	\$ 16,348,034		\$ 52,025,802	\$ 17,251,734
Long-Term Debt				Current Statutory Operating Debt per Minnesota Statutes, section 123B.81			
Outstanding July 1, 2023	\$ 6,315,000			Amount of General Fund Deficit, if any, in excess of 2.5% of expenditures 06/30/2024		\$	-
Plus: New Issues	\$ -						
Less: Redemmed Issues	\$ 325,000			Cost per student - Average Daily Membership (ADM) 06/30/2024			
Outstanding June 30, 2024	\$ 5,990,000						
Short-Term Debt				Total Operating Expenditures		\$	44,072,163.75
Certificates of Indebtedness	\$ -			FY 2024 Total ADM Served + Tuitioned Out ADM + Adjusted Extended ADM			743.26
Other Short-Term Indebtedness	\$ -			FY 2024 Operating Cost per ADM		\$	59,295.76

The complete budget may be inspected upon request to the superintendent.

Comments:

* Other Post-Employment Benefits (OPEB)