

Work Session

Tuesday, April 1, 2025 4:30 PM

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

I. MISSION

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

II. Call to Order - Chair Tom Bennett

III. Conduct Pledge of Allegiance - Chair Tom Bennett

IV. Visitors Opportunity to be Heard - Chair Tom Bennett (*Communications*)

V. Aligning our actions with our values and beliefs (*Integrity*)

V.A.

- Policy

V.B. Review Resolution Placing Continuing Contract Teacher and Assistant Principal on Unrequested Leave of Absence - Nicole Flesner

V.C. Review Resolution to Terminate Probationary Teachers - Nicole Flesner

V.D. Review Lead Teachers for 2025-2026 - Dr. Melissa Schaller

V.E. Review Lease, Facilities Use and Agreement with DCTC - Mark Johns

V.F. Review Calendar for 2025-2026 - Dr. Marci Levy-Maguire

V.G. Review Administrative Variance - Dr. Melissa Schaller

VI. Updates from Student Services - Dr. Melissa Schaller (*Communications*)

VII. Updates from Member Districts - All

VIII. Adjournment - Chair Tom Bennett



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: April 1, 2025
RE: Policies

The policies listed below are a first and final reading:

- **101 Legal Status of the School District.** No changes.
- **101.1** The Name of the School District. No changes.
- **103 Complaints – Students, Employees, Parents/Guardians Other Persons.** Added Guardians.
- **110 School District Boundaries.** No changes.
- **413 Harassment and Violence.** Updates definition of “disability” to reflect amended Minnesota law.
- **491 Mandatory Covid-19 Vaccination or Testing and Face Coverings –** Remove this policy.
- **501 Weapons.** No changes.

101 Legal Status of the School District

The following is reproduced from Minnesota Statutes, 1994, 136D.81, Subdivision 136D.81 Dakota, Goodhue County District, (also Scott, Rice, and Washington Counties).

Subdivision 1. Agreements. Two or more of the special school district numbered 6 and the independent school districts numbered 191-Burnsville, 192-Farmington, 194-Lakeville, 195-Randolph, 196-Rosemount/Apple Valley/Eagan, 197-West St. Paul/Mendota Heights/Eagan, 199-Inver Grove Heights, 200-Hastings, 252-Cannon Falls, and 256-Red Wing, located wholly or partly in the counties of Dakota or Goodhue, whether or not contiguous, may enter into agreements to accomplish jointly and cooperatively the acquisition, betterment, construction, maintenance, and operation of technical colleges. Each school district which becomes a party to such an agreement is hereinafter referred to as "participating school district." The agreement may provide for the exercise of such powers by the school board of one of the school districts on behalf of and for the benefit of other school districts, or by a joint school board created as set forth in sections 136D.81 to 136D.92. If the powers are to be carried out by one of the school districts, it shall in doing so have the same powers and duties and be subject to the same limitations as are herein provided for joint school boards.

In addition to the districts noted above, legislation passed in 1971 enables districts 716-Belle Plaine, 717-Jordan, 719-Prior Lake, 720-Shakopee, 721-New Prague, and 394-Montgomery to join Intermediate School District 917. Legislation passed in 1973 enables District 659-Northfield to join District 917. Legislation passed in 1995, 136D.93, Other Memberships and Powers, provides for membership of the school districts defined in section 471.59.

I. PURPOSE

A primary principal of this nation is that the public welfare demands an educated and informed citizenry. The power to provide for public education is a state function vested in the state legislature and delegated to local school districts. The purpose of this policy is to clarify the legal status of the school district.

II. GENERAL STATEMENT OF POLICY

A. The school district is a public corporation subject to the control of the legislature, limited only by constitutional restrictions. The school district has been created for educational purposes.

- B. The legislature has authority to prescribe the school district's powers and privileges, its boundaries and territorial jurisdictions.
- C. The school district has only the powers conferred on it by the legislature; however, the school board's authority to govern, manage, and control the school district, to carry out its duties and responsibilities, and to conduct the business of the school district includes implied powers in addition to any specific powers granted by the legislature.

III. RELATIONSHIP TO OTHER ENTITIES

- A. The school district is a separate legal entity.
- B. The school district is coordinate with and not subordinate to the county(ies) in which it is situated.
- C. The school district is not subservient to municipalities within its territory.

IV. POWERS AND AUTHORITY OF THE SCHOOL DISTRICT

A. Funds

- 1. The school district, through its school board, has authority to raise funds for the operation and maintenance of its schools, and authority to manage and expend such funds, subject to applicable law.
- 2. The school district has wide discretion over the expenditure of funds under its control for public purposes, subject to the limitations provided by law.
- 3. School district officials occupy a fiduciary position in the management and expenditure of funds entrusted to them.

B. Raising Funds

- 1. The school district shall, within the limitations specified by law, provide by levy of tax necessary funds for the conduct of schools, payment of indebtedness, and all proper expenses.
- 2. The school district may issue bonds in accordance with the provisions of Minnesota Statutes Chapter 475, or other applicable law.

3. The school district has authority to accept gifts and donations for school purposes, subject to applicable law.

C. Property

1. The school district may acquire property for school purposes. It may sell, exchange, or otherwise dispose of property which is no longer needed for school purposes, subject to applicable law.
2. The school district shall manage its property in a manner consistent with the educational functions of the district.
3. The school district may permit the use of its facilities for community purposes which are not inconsistent with, nor disruptive of, its educational mission.
4. School district officials hold school property as trustees for the use and benefit of students, taxpayers and the community.

D. Contracts

1. The school district is empowered to enter into contracts in the manner provided by law.
2. The school district has authority to enter into installment purchases and leases with an option to purchase, pursuant to Minnesota Statutes Section 465.71 or other applicable law.
3. The school district has authority to make contracts with other governmental agencies and units for the purchase, lease or other acquisition of equipment, supplies, materials or other property, including real property.

E. Textbooks, Educational Materials, and Studies

1. The school district, through its school board and administrators, has the authority to determine what textbooks, educational materials, and studies should be pursued.
2. The school district shall establish and apply the school curriculum.

F. Actions and Suits

The school district has authority to sue and to be sued.

Legal References: Minn. Const. art. 13, § 1
Minn. Stat. Ch. 123B (School Districts, Powers
and Duties) Minn. Stat. Ch. 179A (Public
Employment Labor Relations) Minn. Stat. §
465.035 (Conveyance or Lease of Land)
Minn. Stat. §§ 465.71; 471.345; 471.6161; 471.6175; 471.64
(Rights,
Powers, Duties of Political Subdivisions)
Minnesota Association of Public Schools v. Hanson, 287 Minn.
415, 178 N.W.2d 846 (1970)
Independent School District No. 581 v. Mattheis, 275 Minn.
383, 147
N.W.2d 374 (1966)
Village of Blaine v. Independent School District No. 12, 272
Minn. 343, 138 N.W.2d 32 (1965)
Huffman v. School Board, 230 Minn. 289, 41 N.W.2d 455 (1950)
State v. Lakeside Land Co., 71 Minn. 283, 73 N.W.970 (1898)

ISD 917 The Name of the School District Policy 101.1

Board Approved 12/15/87

Board Reviewed 5/2/17

Board Reviewed 10/5/2021

Board reviewed April 1, 2025

101.1 The Name of the School District

The name of the school district shall be Intermediate School District 917. It is this name that the school district shall use in the conduct of all its business including titles, contract, signs, letterheads, publications and official notices; and in all litigation and conveyance of property.

The official school district legal identification is Intermediate School District 917, as designated by the Minnesota commissioner of Education authorized under Minnesota Statute 122.03.

103 COMPLAINTS – STUDENTS, EMPLOYEES, PARENTS/GUARDIANS, OTHER PERSONS

I. PURPOSE

The school district takes seriously all concerns or complaints by students, employees, parents/**guardians** or other persons. If a specific complaint procedure is provided within any other policy of the school district, the specific procedure shall be followed in reference to such a complaint. If a specific complaint procedure is not provided, the purpose of this policy is to provide a procedure that may be used.

II. GENERAL STATEMENT OF POLICY

- A. Students, parents/**guardians**, employees or other persons, may report concerns or complaints to the school district. While written reports are encouraged, a complaint may be made orally. Any employee receiving a complaint shall advise the principal or immediate supervisor of receipt of the complaint. The supervisor shall make an initial determination as to the seriousness of the complaint and whether the matter should be referred to the superintendent. A person may file a complaint at any level of the school district; i.e., principal, superintendent or school board. However, persons are encouraged to file a complaint at the building or program level when appropriate.
- B. Depending upon the nature and seriousness of the complaint, the supervisor or other administrator receiving the complaint shall determine the nature and scope of the investigation or follow-up procedures. If the complaint involves serious allegations, the matter shall promptly be referred to the superintendent who shall determine whether an internal or external investigation should be conducted. In either case, the superintendent shall determine the nature and scope of the investigation and designate the person responsible for the investigation or follow-up relating to the complaint. In a matter where the superintendent is the subject of the investigation, the school board chairperson shall determine the nature and scope of the investigation and designate the person responsible for the investigation or follow-up relating to the complaint. The designated investigator shall ascertain details concerning the complaint and respond promptly to the appropriate administrator concerning the status or outcome of the matter.
- C. The appropriate administrator shall respond in writing to the complaining party concerning the outcome of the investigation or follow-up, including any appropriate action or corrective measure that was taken when appropriate. Because both student discipline and employee discipline are private matters, it is frequently the case that significant limitations exist regarding data sharing. For

this reason, the complainant will not necessarily be able to receive information regarding the findings of the report that they submitted, or the subsequent discipline regarding the alleged matter. The superintendent shall be copied on the correspondence and consulted in advance of the written response when appropriate. The response to the complaining party shall be consistent with the rights of others pursuant to the applicable provisions of Minnesota Statutes Chapter 13 (Minnesota Government Data Practices Act) or other law.

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)

Cross References: MSBA/MASA Model Policy 206 (Public Participation in School Board Meetings/Complaints about Persons at School Board Meetings and Data Privacy Considerations)
MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 413 (Harassment and Violence)
MSBA/MASA Model Policy 514 (Bullying Prohibition)
MSBA School Law Bulletin "I" (School Records – Privacy – Access to Data)

ISD 917 School District Boundaries Policy 110
Board Approved 12/15/87
Board reviewed, February 1, 2022
Board reviewed, first and final reading, April 1, 2025

110 School District Boundaries

The official School District 917 boundaries shall be inclusive of the total bounded area within the participating districts. The participating districts include District 191, Burnsville; District 192, Farmington; District 200, Hastings; District 199, Inver Grove Heights; District 194, Lakeville; District 195, Randolph; District 6, South St. Paul; District 197, West St. Paul/Mendota Heights/Eagan; and District 271, Bloomington.

School District 917 boundaries for tax levying purposes shall be inclusive of the areas within the boundaries of the aforementioned participating school districts.

413 HARASSMENT AND VIOLENCE

I. PURPOSE

The purpose of this policy is to maintain a learning and working environment free from harassment and violence on the basis of race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, including gender identity or expression, or disability (Protected Class).

II. GENERAL STATEMENT OF POLICY

- A. The policy of the school district is to maintain a learning and working environment free from harassment and violence on the basis of Protected Class or gender identity or expression. The school district prohibits any form of harassment or violence on the basis of Protected Class or gender identity or expression.
- B. A violation of this policy occurs when any student, teacher, administrator, or other school district personnel harasses a student, teacher, administrator, or other school district personnel or group of students, teachers, administrators, or other school district personnel through conduct or communication based on a person's Protected Class or gender identity or expression., as defined by this policy. (For purposes of this policy, school district personnel include school board members, school employees, agents, volunteers, contractors, or persons subject to the supervision and control of the district.)
- C. A violation of this policy occurs when any student, teacher, administrator, or other school district personnel inflicts, threatens to inflict, or attempts to inflict violence upon any student, teacher, administrator, or other school district personnel or group of students, teachers, administrators, or other school district personnel based on a person's Protected Class or gender identity or expression.
- D. The school district will act to investigate all complaints, either formal or informal, verbal or written, of harassment or violence based on a person's Protected Class or gender identity or expression , and to discipline or take appropriate action against any student, teacher, administrator, or other school district personnel found to have violated this policy.

III. DEFINITIONS

- A. "Assault" is:

1. an act done with intent to cause fear in another of immediate bodily harm or death;
 2. the intentional infliction of or attempt to inflict bodily harm upon another; or
 3. the threat to do bodily harm to another with present ability to carry out the threat.
- B. “Harassment” prohibited by this policy consists of physical or verbal conduct, including, but not limited to, electronic communications, relating to an individual’s or group of individuals’ race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, including gender identity or expression, or disability, when the conduct:
1. has the purpose or effect of creating an intimidating, hostile, or offensive working or academic environment;
 2. has the purpose or effect of substantially or unreasonably interfering with an individual’s work or academic performance; or
 3. otherwise adversely affects an individual’s employment or academic opportunities.
- C. “Immediately” means as soon as possible but in no event longer than 24 hours.
- D. Protected Classifications; Definitions
1. “Disability” means, with respect to an individual who
 - a. **has** a physical sensory or mental impairment that materially limits one or more major life activities of such individual;
 - b. has a record of such an impairment;~~or~~
 - c. is regarded as having such an impairment, **or**
 - d. has an impairment that is episodic or in remission and would materially limit a major life activity when active.**
 2. “Familial status” means the condition of one or more minors having legal status or custody with:
 - a. ~~the~~ minor’s parent or parents or the minor’s legal guardian or guardians; or

- b. the designee of the parent or parents or guardian or guardians with the written permission of the parent or parents or guardian or guardians. Familial status also means residing with and caring for one or more individuals who lack the ability to meet essential requirements for physical health, safety, or self-care because the individual or individuals are unable to receive and evaluate information or make or communicate decisions. The protections afforded against harassment or discrimination on the basis of family status apply to any person who is pregnant or is in the process of securing legal custody of an individual who has not attained the age of majority.
3. “Marital status” means whether a person is single, married, remarried, divorced, separated, or a surviving spouse and, in employment cases, includes protection against harassment or discrimination on the basis of the identity, situation, actions, or beliefs of a spouse or former spouse.
4. “National origin” means the place of birth of an individual or of any of the individual’s lineal ancestors.
5. “Sex” includes, but is not limited to, pregnancy, childbirth, and disabilities related to pregnancy or childbirth.
6. ~~“Sexual orientation” means having or being perceived as having an emotional, physical, or sexual attachment to another person without regard to the sex of that person or having or being perceived as having an orientation for such attachment, or having or being perceived as having a self-image or identity not traditionally associated with one’s biological maleness or femaleness. “Sexual orientation” does not include a physical or sexual attachment to children by an adult.~~
- “Sexual orientation” means to whom someone is, or is perceived of as being, emotionally, physically, or sexually attracted to based on sex or gender identity. A person may be attracted to men, women, both, neither, or to people who are genderqueer, androgynous, or have other gender identities.
7. “Gender identity or expression” means the socially constructed roles, behaviors, activities, and attributes that a given society attaches to femininity or masculinity. The manner in which persons represent or express gender to others, often through behavior, clothing, hair style, activities, voice, or mannerisms. Or a person’s deeply held sense of knowledge of their own sex.
8. “Status with regard to public assistance” means the condition of being a recipient of federal, state, or local assistance, including medical assistance, or of being a tenant receiving federal, state, or local subsidies, including

rental assistance or rent supplements.

E. “Remedial response” means a measure to stop and correct acts of harassment or violence, prevent acts of harassment or violence from recurring, and protect, support, and intervene on behalf of a student who is the target or victim of acts of harassment or violence.

F. Sexual Harassment; Definition

1. Sexual harassment includes unwelcome sexual advances, requests for sexual favors, sexually motivated physical conduct, or other verbal or physical conduct or communication of a sexual nature when:

- a. submission to that conduct or communication is made a term or condition, either explicitly or implicitly, of obtaining employment or an education; or
- b. submission to or rejection of that conduct or communication by an individual is used as a factor in decisions affecting that individual’s employment or education; or
- c. that conduct or communication has the purpose or effect of substantially interfering with an individual’s employment or education, or creating an intimidating, hostile, or offensive employment or educational environment.

2. Sexual harassment may include, but is not limited to:

- a. unwelcome verbal harassment or abuse;
- b. unwelcome pressure for sexual activity;
- c. unwelcome, sexually motivated, or inappropriate patting, pinching, or physical contact, other than necessary restraint of student(s) by teachers, administrators, or other school district personnel to avoid physical harm to persons ;
- d. unwelcome sexual behavior or words, including demands for sexual favors, accompanied by implied or overt threats concerning an individual’s employment or educational status;
- e. unwelcome sexual behavior or words, including demands for sexual favors, accompanied by implied or overt promises of preferential treatment with regard to an individual’s employment or educational status; or
- f. unwelcome behavior or words directed at an individual because of

sexual orientation, including gender identity or expression.

G. Sexual Violence; Definition

1. Sexual violence is a physical act of aggression or force or the threat thereof that involves the touching of another's intimate parts or forcing a person to touch any person's intimate parts. Intimate parts, as defined in Minnesota Statutes, section 609.341, includes the primary genital area, groin, inner thigh, buttocks, or breast, as well as the clothing covering these areas.
2. Sexual violence may include, but is not limited to:
 - a. touching, patting, grabbing, or pinching another person's intimate parts
 - b. coercing, forcing, or attempting to coerce or force the touching of anyone's intimate parts;
 - c. coercing, forcing, or attempting to coerce or force sexual intercourse or a sexual act on another; or
 - d. threatening to force or coerce sexual acts, including the touching of intimate parts or intercourse, on another.

H. Violence; Definition

Violence prohibited by this policy is a physical act of aggression or assault upon another or group of individuals because of, or in a manner reasonably related to an individual's Protected Class or gender identity or expression.

IV. REPORTING PROCEDURES

- A. Any person who believes they have been the target or victim of harassment or violence on the basis of Protected Class or gender identity or expression by a student, teacher, administrator, or other school district personnel, or any person with knowledge or belief of conduct which may constitute harassment or violence prohibited by this policy toward a student, teacher, administrator, or other school district personnel or group of students, teachers, administrators, or other school district personnel should report the alleged acts immediately to an appropriate school district official designated by this policy. A person may report conduct that may constitute harassment or violence anonymously. However, the school district may not rely solely on an anonymous report to determine discipline or other remedial responses.
- B. The school district encourages the reporting party or complainant to use the Title IX Formal Complaint Form available on the ISD 917 website but oral reports shall be considered complaints as well.

- C. Nothing in this policy shall prevent any person from reporting harassment or violence directly to a school district human rights officer or to the superintendent. If the complaint involves the building report taker, the complaint shall be made or filed directly with the superintendent or the school district human rights officer by the reporting party or complainant.
- D. In Each School Building. The building principal, the principal's designee, or the building supervisor (hereinafter the "building report taker") is the person responsible for receiving oral or written reports of harassment or violence prohibited by this policy at the building level. Any adult school district personnel who receives a report of harassment or violence prohibited by this policy shall inform the building report taker immediately. If the complaint involves the building report taker, the complaint shall be made or filed directly with the superintendent or the school district human rights officer by the reporting party or complainant. The building report taker shall ensure that this policy and its procedures, practices, consequences, and sanctions are fairly and fully implemented and shall serve as a primary contact on policy and procedural matters.
- E. A teacher, school administrator, volunteer, contractor, or other school employee shall be particularly alert to possible situations, circumstances, or events that might include acts of harassment or violence. Any such person who witnesses, observes, receives a report of, or has other knowledge or belief of conduct that may constitute harassment or violence shall make reasonable efforts to address and resolve the harassment or violence and shall inform the building report taker immediately. School district personnel who fail to inform the building report taker of conduct that may constitute harassment or violence or who fail to make reasonable efforts to address and resolve the harassment or violence in a timely manner may be subject to disciplinary action.
- F. Upon receipt of a report, the building report taker must notify the school district human rights officer immediately, without screening or investigating the report. The building report taker may request, but may not insist upon, a written complaint. A written statement of the facts alleged will be forwarded as soon as practicable by the building report taker to the human rights officer. If the report was given verbally, the building report taker shall personally reduce it to written form within 24 hours and forward it to the human rights officer. Failure to forward any harassment or violence report or complaint as provided herein may result in disciplinary action against the building report taker.
- G. In the District. The school board hereby designates ~~Don Budach~~ as the school district human rights officer(s) to receive reports or complaints of harassment or violence prohibited by this policy. If the complaint involves a human rights officer, the complaint shall be filed directly with the superintendent.¹
- H. The school district shall conspicuously post the name of the human rights officer(s), including mailing addresses and telephone numbers.

- I. Submission of a good faith complaint or report of harassment or violence prohibited by this policy will not affect the complainant or reporter's future employment, grades, work assignments, or educational or work environment.
- J. Use of formal reporting forms is not mandatory.
- K. Reports of harassment or violence prohibited by this policy are classified as private educational and/or personnel data and/or confidential investigative data and will not be disclosed except as permitted by law.
- L. The school district will respect the privacy of the complainant(s), the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the school district's legal obligations to investigate, to take appropriate action, and to comply with any discovery or disclosure obligations.
- M. Retaliation against a victim, good faith reporter, or a witness of violence or harassment is prohibited.
- N. False accusations or reports of violence or harassment against another person are prohibited.
- O. A person who engages in an act of violence or harassment, reprisal, retaliation, or false reporting of violence or harassment, or permits, condones, or tolerates violence or harassment shall be subject to discipline or other remedial responses for that act in accordance with the school district's policies and procedures.

Consequences for students who commit, or are a party to, prohibited acts of violence or harassment or who engage in reprisal or intentional false reporting may range from remedial responses or positive behavioral interventions up to and including suspension and/or expulsion.

Consequences for employees who permit, condone, or tolerate violence or harassment or engage in an act of reprisal or intentional false reporting of violence or harassment may result in disciplinary action up to and including termination or discharge.

Consequences for other individuals engaging in prohibited acts of violence or harassment may include, but not be limited to, exclusion from school district property and events and/or termination of services and/or contracts.

V. INVESTIGATION

- A. By authority of the school district, the human rights officer, within three (3) days of the receipt of a report or complaint alleging harassment or violence prohibited by this policy, shall undertake or authorize an investigation. The investigation may be conducted by school district officials or by a third party designated by the school district.

- B. The investigation may consist of personal interviews with the complainant, the individual(s) against whom the complaint is filed, and others who may have knowledge of the alleged incident(s) or circumstances giving rise to the complaint. The investigation may also consist of any other methods and documents deemed pertinent by the investigator.
- C. In determining whether alleged conduct constitutes a violation of this policy, the school district should consider the surrounding circumstances, the nature of the behavior, past incidents or past or continuing patterns of behavior, the relationships between the parties involved, and the context in which the alleged incidents occurred. Whether a particular action or incident constitutes a violation of this policy requires a determination based on all the facts and surrounding circumstances.
- D. In addition, the school district may take immediate steps, at its discretion, to protect the target or victim, the complainant, and students, teachers, administrators, or other school district personnel pending completion of an investigation of alleged harassment or violence prohibited by this policy.
- E. The alleged perpetrator of the act(s) of harassment or violence shall be allowed the opportunity to present a defense during the investigation or prior to the imposition of discipline or other remedial responses.
- F. The investigation will be completed as soon as practicable. The school district human rights officer shall make a written report to the superintendent upon completion of the investigation. If the complaint involves the superintendent, the report may be filed directly with the school board. The report shall include a determination of whether the allegations have been substantiated as factual and whether they appear to be violations of this policy.

VI. SCHOOL DISTRICT ACTION

- A. Upon completion of an investigation that determines a violation of this policy has occurred, the school district will take appropriate action. Such action may include, but is not limited to, warning, suspension, exclusion, expulsion, transfer, remediation, termination, or discharge. Disciplinary consequences will be sufficiently severe to try to deter violations and to appropriately discipline prohibited behavior. School district action taken for violation of this policy will be consistent with requirements of applicable collective bargaining agreements, Minnesota and federal law, and applicable school district policies and regulations.
- B. The school district is not authorized to disclose to a victim private educational or personnel data regarding an alleged perpetrator who is a student or employee of the school district. School officials will notify the targets or victims and alleged perpetrators of harassment or violence, the parent(s) or guardian(s) of targets or victims of harassment or violence and the parent(s) or guardian(s) of alleged

perpetrators of harassment or violence who have been involved in a reported and confirmed harassment or violence incident of the remedial or disciplinary action taken, to the extent permitted by law.

- C. In order to prevent or respond to acts of harassment or violence committed by or directed against a child with a disability, the school district shall, where determined appropriate by the child's individualized education program (IEP) or Section 504 team, allow the child's IEP or Section 504 plan to be drafted to address the skills and proficiencies the child needs as a result of the child's disability to allow the child to respond to or not to engage in acts of harassment or violence.

VII. RETALIATION OR REPRISAL

The school district will discipline or take appropriate action against any student, teacher, administrator, or other school district personnel who commits an act of reprisal or who retaliates against any person who asserts, alleges, or makes a good faith report of alleged harassment or violence prohibited by this policy, who testifies, assists, or participates in an investigation of retaliation or alleged harassment or violence, or who testifies, assists, or participates in a proceeding or hearing relating to such harassment or violence. Retaliation includes, but is not limited to, any form of intimidation, reprisal, harassment, or intentional disparate treatment. Disciplinary consequences will be sufficiently severe to deter violations and to appropriately discipline the individual(s) who engaged in the harassment or violence. Remedial responses to the harassment or violence shall be tailored to the particular incident and nature of the conduct.

VIII. RIGHT TO ALTERNATIVE COMPLAINT PROCEDURES

These procedures do not deny the right of any individual to pursue other avenues of recourse which may include filing charges with the Minnesota Department of Human Rights or another state or federal agency, initiating civil action, or seeking redress under state criminal statutes and/or federal law.

IX. HARASSMENT OR VIOLENCE AS ABUSE

- A. Under certain circumstances, alleged harassment or violence may also be possible abuse under Minnesota law. If so, the duties of mandatory reporting under Minnesota Statutes chapter 260E may be applicable.
- B. Nothing in this policy will prohibit the school district from taking immediate action to protect victims of alleged harassment, violence, or abuse.

X. DISSEMINATION OF POLICY AND TRAINING

- A. This policy shall be conspicuously posted throughout each school building in areas accessible to students and staff members.
- B. This policy shall be included in the ISD 917 staff handbook and available to staff

and independent contractors who regularly interact with students at the time of initial employment with the school district via the ISD 917 website.

- C. This policy shall appear in the student handbook.
- D. The school district will develop a method of discussing this policy with students and employees.
- E. The school district may implement violence prevention and character development education programs to prevent and reduce policy violations. Such programs may offer instruction on character education including, but not limited to, character qualities such as attentiveness, truthfulness, respect for authority, diligence, gratefulness, self-discipline, patience, forgiveness, respect for others, peacemaking, resourcefulness, and/or sexual abuse prevention.
- F. This policy shall be reviewed at least annually for compliance with state and federal law.

Legal References: Minn. Stat. § 120B.232 (Character Development Education)
Minn. Stat. § 120B.234 (Child Sexual Abuse Prevention Education)
Minn. Stat. § 121A.03, Subd. 2 (Sexual, Religious, and Racial Harassment and Violence Policy)
Minn. Stat. § 121A.031 (School Student Bullying Policy)
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
Minn. Stat. § 609.341 (Definitions)
Minn. Stat. Ch. 260E (Reporting of Maltreatment of Minors)
20 U.S.C. §§ 1681-1688 (Title IX of the Education Amendments of 1972)
29 U.S.C. § 621 *et seq.* (Age Discrimination in Employment Act)
29 U.S.C. § 794 (Section 504 of the Rehabilitation Act of 1973)
42 U.S.C. § 1983 (Civil Action for Deprivation of Rights)
42 U.S.C. § 2000d *et seq.* (Title VI of the Civil Rights Act of 1964)
42 U.S.C. § 2000e *et seq.* (Title VII of the Civil Rights Act)
42 U.S.C. § 12101 *et seq.* (Americans with Disabilities Act)

Cross References: MSBA/MASA Model Policy 102 (Equal Educational Opportunity)
MSBA/MASA Model Policy 401 (Equal Employment Opportunity)
MSBA/MASA Model Policy 402 (Disability Nondiscrimination Policy)
MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 406 (Public and Private Personnel Data)
MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)
MSBA/MASA Model Policy 415 (Mandated Reporting of Maltreatment of Vulnerable Adults)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 514 (Bullying Prohibition Policy)

MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)
MSBA/MASA Model Policy 522 (Title IX Sex Nondiscrimination,
Grievance Procedures and Process)
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 528 (Student Parental, Family, and Marital
Status Nondiscrimination)

**NEW Intermediate School District Policy 491 Mandatory COVID-19 Vaccination or
Testing and Face Coverings
Adopted January 4, 2022
Board reviewed, first reading and final, April 1 2025**

491 MANDATORY COVID-19 VACCINATION OR TESTING AND FACE COVERINGS

I. PURPOSES

The purpose of this policy is to comply with federal and state legal requirements related to the health and safety of school district students, staff and visitors due to the COVID-19 pandemic. The school district's intent is that this policy meet, and should be read consistent with, the procedures mandated by the Occupational Safety and Health Administration's (OSHA's) Emergency Temporary Standard on Vaccination and Testing (ETS) (see 29 C.F.R. § 1910.501) as adopted by the Minnesota Occupational Safety and Health Administration (MNOSHA), to the extent these regulations are adopted and enforceable. This policy shall be governed by the laws of, and applicable to, the State of Minnesota. If any part of this policy is construed to be in violation of any law, it shall not be enforced, but portions remaining valid shall remain in full force and effect.

II. SCOPE

This policy applies to all employees of the school district, both full and part-time. For purposes of this policy, the term "employees" includes all part-time employees, student employees, and temporary or seasonal employees, but does not apply to volunteers, independent contractors, employees who are employed through a staffing agency, or employees who do not report to a workplace where other employees or students are present, except as modified by law.

III. DEFINITIONS

- A. "Authorized telehealth proctor" means someone who is trained to observe sample collection and provide instructions and result interpretation assistance to individuals taking a COVID-19 test.
- B. "COVID-19 antigen test" means an in vitro diagnostic test used to detect active SARS-CoV-2 infection approved or authorized for emergency use by the U.S. Food and Drug Administration (FDA).
- C. "COVID-19 nucleic acid amplification test (NAAT)" means a molecular test that detects the ribonucleic acid (RNA) sequences that compromise the genetic material of the virus approved or authorized for emergency use by the FDA.

IV. OVERVIEW AND GENERAL INFORMATION

- A. Any employee that chooses to be vaccinated against COVID-19 must be fully vaccinated no later than January 10, 2022. Any employee not fully vaccinated by January 10, 2022, will be subject to the regular testing and face covering requirements of this policy until fully vaccinated.
- B. Employees will be considered fully vaccinated two weeks after receiving the requisite number of doses of a COVID-19 vaccine. Employees will be considered partially vaccinated if they received only one dose of a two-dose vaccine. This policy does not require booster vaccinations.
- C. Employees are responsible for scheduling their own vaccination appointments through their medical provider or pharmacy. The school district may hold vaccine clinics that the employee may attend, but the availability of a vaccine clinic does not shift the

responsibility of obtaining a vaccination from the employee.

- D. An employee who does not comply with this policy will be subject to disciplinary action as set forth in School District policy and the employee's collective bargaining agreement (CBA) or employment contract or other agreement, to the extent applicable.

V. VACCINATION STATUS AND ACCEPTABLE FORMS OF PROOF OF VACCINATION

- A. All vaccinated employees are required to provide proof of full COVID-19 vaccination, regardless of where they are vaccinated, and even if employees received a vaccination through a school district sponsored clinic. Proof must be provided before January 10, 2022. If the school district does not receive proof of full vaccination from an employee by January 10, 2022, that employee will be considered unvaccinated until such proof is received.

- B. Proof of vaccination must be submitted to the Human Resources Coordinator. Acceptable submissions include uploading a copy of the proof of vaccination, emailing a copy of the proof of vaccination, providing a physical copy of the proof of vaccination, or bringing the proof of vaccination for the Human Resources department to copy.

- C. Acceptable Proof of Vaccination Status

The following forms of proof of vaccination status will be accepted:

1. The record of immunization from a healthcare provider or pharmacy;
 2. A copy of the COVID-19 vaccination Record Card;
 3. A copy of medical records documenting the vaccination;
 4. A copy of immunization records from a public health, state, or tribal immunization information system; or
 5. A copy of any other official documentation that contains the type of vaccine administered, date(s) of administration, and the name of the healthcare professional(s) or clinic site(s) administering the vaccine(s).
- D. Proof of vaccination must include the employee's name and should include the type of vaccine administered, the date(s) of administration, and the name of the healthcare professional(s) or clinic site(s) that administered the vaccine. In some cases, state immunization records may not include one or more of these data fields, such as clinic site. In those circumstances the school district will accept the state immunization record as acceptable proof of vaccination.
 - E. If an employee is unable to produce one of these acceptable forms of proof of vaccination, despite attempts to do so (e.g., by trying to contact the vaccine administrator or state health department), the employee can provide a signed and dated statement attesting to his/her vaccination status (fully vaccinated or partially vaccinated); attesting that the employee lost and is otherwise unable to produce one of the other forms of acceptable proof; and including the following language:

"I declare (or certify, verify, or state) that this statement about my vaccination status is true and accurate. I understand that knowingly providing false information regarding my vaccination status on this form may subject me to criminal penalties."

Employees who attest to their vaccination status in this manner shall, to the best of their recollection, include in their attestation the type of vaccine administered, the

date(s) of the administration, and the name of the healthcare professional(s) or clinic site(s) administering the vaccine.

- F. To satisfy this policy, the COVID-19 vaccine must be approved or authorized for emergency use by the Federal Food and Drug Administration (FDA), or listed for emergency use by the World Health Organization (WHO).

VI. SUPPORTING COVID-19 VACCINATION

- A. An employee may utilize up to four hours of additional paid leave per dose to travel to the vaccination site, receive a COVID-19 vaccination, and return to work. A maximum of eight hours of paid leave will be provided for employees receiving two primary doses. Paid leave provided for obtaining a COVID-19 vaccination will not affect or reduce any accrued leave time (e.g., vacation or sick leave). If an employee does not require the full use of four or eight hours to obtain the vaccine, only the necessary amount of duty time will be granted. Employees who take longer than four or eight hours to obtain the vaccine must send their supervisor an email documenting the reason for the additional time. Any additional time requested will be granted, if reasonable, but will not be paid by the school district. An employee may elect, however, to substitute accrued paid leave in lieu of unpaid leave. Employees vaccinated outside of their approved work hours will not be compensated unless previously agreed to in writing by the school district.
- B. Employees will be granted up to two workdays of additional paid sick leave immediately following receipt of each primary dose if they experience side effects from the COVID-19 vaccination that prevent them from working upon written approval by the Human Resources Coordinator.
- C. Employees are to follow the school district procedures in requesting sick leave for duty time missed to obtain the COVID-19 vaccine or sick leave to recover from side effects.
- D. Paid leave will not be provided by the school district for booster shots for employees who have been fully vaccinated.
- E. Nothing in this policy should be construed to create a right to paid leave for any vaccination other than the one or two primary COVID-19 vaccination doses.

VII. ACCOMMODATION REQUESTS

Employees may request an accommodation from this vaccination policy if the vaccine is medically contraindicated for them or medical necessity requires a delay in vaccination. Employees also may be legally entitled to a reasonable accommodation if they cannot be vaccinated, test for COVID-19, and/or wear a face covering (as otherwise required by this policy) because of a disability, or if the provisions in this policy for vaccination, and/or testing for COVID-19, and/or wearing a face covering conflict with a sincerely held religious belief, practice, or observance. Requests for reasonable accommodations must be initiated by the employees by submitting a written request to the Human Resources Coordinator. All such requests will be handled in accordance with applicable laws and regulations.

VIII. COVID-19 TESTING

- A. Effective January 10, 2022, all employees who are not fully vaccinated and who have not received a reasonable accommodation pursuant to Section VII. of this policy will be required to comply with Sections VIII. and IX. of this policy.
- B. Effective February 7, 2022, employees who report to the workplace at least once every seven days:
 - 1. Must be tested for COVID-19 at least once every seven days; and

2. Must provide documentation of the most recent COVID-19 test result to the Human Resources Department no later than the seventh day following the date on which the employee last provided a test result.
- C. An employee who does not report to the workplace during a period of seven or more days (e.g., teleworking or on vacation for two weeks):
1. Must be tested for COVID-19 within seven days prior to returning to the workplace; and
 2. Must provide documentation of that test result to the Human Resources Department upon return to the workplace.
- D. Employees who do not provide documentation of a COVID-19 test result as required by this policy, will be removed from the workplace until a test result is provided.
- E. Employees who received a positive COVID-19 test or have been diagnosed with COVID-19 by a licensed healthcare provider are not required to undergo COVID-19 testing for 90 days following the date of their positive test or diagnosis. Employees must provide proof of the positive test result or diagnosis to the Human Resources Department.
- F. Approved COVID-19 Tests
- Approved COVID-19 tests are tests for SARS-CoV-2 that are:
1. Cleared, approved, or authorized, including in an Emergency Use Authorization (EUA), by the FDA to detect current infection with the SARS-CoV-2 virus;
 2. Administered in accordance with the authorized instructions; and
 3. Not both self-administered and self-read unless observed by the school district or an authorized telehealth proctor.
- G. Employees must abide by the testing procedures outlined in the current Returning to Learning plan available on the school district website. Employees must schedule their own testing appointments. Employees are responsible for paying any cost of testing. The school district will not pay or reimburse employees for any costs associated with COVID-19 testing.

IX. FACE COVERINGS

- A. If face coverings are not required in the District's Returning to Learning Guide as detailed in Policy 808 COVID-19 Face Coverings, employees covered by this policy who are not fully vaccinated will be required to wear a face covering. Face coverings must (1) completely cover the nose and mouth; (2) be made with two or more layers of a breathable fabric that is tightly woven (i.e. fabrics that do not let light pass through when held up to a light source); (3) be secured to the head with ties, ear loops, or elastic bands that go behind the head; (4) fit snugly over the nose, mouth, and chin with no large gaps on the outside of the face; and (5) be a solid piece of material without slits, exhalation valves, visible holes, punctures, or other openings. Acceptable face coverings include clear face coverings or cloth face coverings with a clear plastic panel that, despite the non-cloth material allowing light to pass through, otherwise meet these criteria and which may be used to facilitate communication with people who are deaf or hard-of-hearing or others who need to see a speaker's mouth or facial expressions to understand speech or sign language respectively. If gaiters are worn, they should have two layers of fabric or be folded to make two layers.
- B. Employees who are not fully vaccinated must wear face coverings over the nose and mouth when indoors and when occupying a vehicle with another person for work

purposes.

- C. Employees who choose to remain unvaccinated are responsible for providing their own face covering that complies with this policy.
- D. The following are exceptions to the school district's requirements for face coverings for unvaccinated employees required by this policy:
 - 1. When an employee is alone in a room with floor-to-ceiling walls and a closed door.
 - 2. For a limited time, while an employee is eating or drinking at the workplace or for identification purposes in compliance with safety and security requirements.
 - 3. When an employee is wearing a respirator or facemask, as those terms are defined by 29 C.F.R. § 1910.501(c) or other applicable OSHA/MNOSHA regulation.
 - 4. Where the Superintendent has determined that the use of face coverings is infeasible or creates a greater hazard (e.g., when it is important to see the employee's mouth for reasons related to the employee's job duties, when the work requires the use of the employee's uncovered mouth, or when the use of a face covering presents a risk of serious injury or death to the employee).
- E. The face covering requirements are applicable regardless of any other school district policy, resolution, regulation or administrative directives regarding face coverings.

X. EMPLOYEE NOTIFICATION OF COVID-19 AND REMOVAL FROM THE WORKPLACE this will be IX

- A. In addition to weekly testing notification to Human Resources, any employees (vaccinated or unvaccinated) who test positive for COVID-19 or are diagnosed with COVID-19 by a licensed healthcare provider must abide by the positive COVID-19 test notification procedures outlined in the current Returning to Learning plan available on the school district website.
- B. Medical Removal from the Workplace

The school district also implemented procedures for keeping COVID-19 positive employees from the workplace in certain circumstances. The school district will immediately remove employees from the workplace if they received a positive COVID-19 test or are diagnosed with COVID-19 by a licensed healthcare provider (i.e., immediately send them home or to seek medical care, as appropriate).
- C. Return to Work Criteria
 - 1. For employees removed because they are COVID-19 positive, the school district will keep them removed from the workplace until the employees receive a negative result on a COVID-19 nucleic acid amplification test ("NAAT") following a positive result on a COVID-19 antigen test if the employees choose to seek a NAAT test for confirmatory testing; meet the return to work criteria in Returning to Learning Guide based on guidance from the Centers for Disease Control and Prevention (CDC), Minnesota Department of Health (MDH), and Minnesota Department of Education (MDE), considering the district's unique student body.

XI. NEW HIRES

All new employees are required to be in compliance with this policy before arriving at the workplace as a condition of employment. Potential candidates for employment will be notified of the requirements of this policy prior to the start of employment.

XII. CONFIDENTIALITY AND PRIVACY

All medical information collected from individuals, including vaccination information, test results, and any other information obtained as a result of testing, will be treated in accordance with applicable laws and policies on confidentiality and policy.

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. Ch. 182 (Occupational Safety and Health)
Minn. Stat. § 363A.20 (Exemption Based on Employment)
Minn. R. Pt. 5205.0010, subp. 2, QQ (Adoption of Federal Occupational Health and Safety Standards by Reference)
29 C.F.R. § 1910.501 (Emergency Temporary Standard on Vaccination and Testing)
42 U.S.C. § 2000-e, et seq. (Equal Employment Opportunity)
42 U.S.C. § 12101, et seq. (Americans with Disabilities Act)
29 C.F.R. § 1630.14(d)(4) (Medical Examinations and Inquiries Specifically Permitted)

Cross References: MSBA/MASA Model Policy 401 (Equal Employment Opportunity)
MSBA/MASA Model Policy 402 (Disability Nondiscrimination Policy)
MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 406 (Public and Private Personnel Data)
MSBA/MASA Model Policy 412 (Expense Reimbursement)
MSBA/MASA Model Policy 807 (Health and Safety)
Intermediate School District 917 Policy 808 Face Coverings

501 SCHOOL WEAPONS POLICY

I. PURPOSE

The purpose of this policy is to assure a safe school environment for students, staff and the public.

II. GENERAL STATEMENT OF POLICY

No student or nonstudent, including adults and visitors, shall possess, use or distribute a weapon when in a school location except as provided in this policy. The school district will act to enforce this policy and to discipline or take appropriate action against any student, teacher, administrator, school employee, volunteer, or member of the public who violates this policy.

III. DEFINITIONS

A. “Weapon”

1. A “weapon” means any object, device or instrument designed as a weapon or through its use is capable of threatening or producing bodily harm or which may be used to inflict self-injury including, but not limited to, any firearm, whether loaded or unloaded; airguns; pellet guns; BB guns; all knives; blades; clubs; metal knuckles; numchucks; throwing stars; explosives; fireworks; mace and other propellants; stunguns; ammunition; poisons; chains; arrows; and objects that have been modified to serve as a weapon.
2. No person shall possess, use or distribute any object, device or instrument having the appearance of a weapon and such objects, devices or instruments shall be treated as weapons including, but not limited to, weapons listed above which are broken or non-functional, look-alike guns; toy guns; and any object that is a facsimile of a real weapon.
3. No person shall use articles designed for other purposes (i.e., lasers or laser pointers, belts, combs, pencils, files, scissors, etc.), to inflict bodily harm and/or intimidate and such use will be treated as the possession and use of a weapon.

- B. “School Location”** includes any school building or grounds, whether leased, rented, owned or controlled by the school, locations of school activities or trips,

bus stops, school buses or school vehicles, school-contracted vehicles, the area of entrance or departure from school premises or events, all locations where school-related functions are conducted, and anywhere students are under the jurisdiction of the school district.

- C. “Possession” means having a weapon on one’s person or in an area subject to one’s control in a school location.
- D. “Dangerous Weapon” means any firearm, whether loaded or unloaded, or any device designed as a weapon and capable of producing death or great bodily harm, any combustible or flammable liquid or other device or instrumentality that, in the manner it is used or intended to be used, is calculated or likely to produce death or great bodily harm, or any fire that is used to produce death or great bodily harm. As used in this definition, "flammable liquid" means any liquid having a flash point below 100 degrees Fahrenheit and having a vapor pressure not exceeding 40 pounds per square inch (absolute) at 100 degrees Fahrenheit but does not include intoxicating liquor. As used in this subdivision, "combustible liquid" is a liquid having a flash point at or above 100 degrees Fahrenheit.

IV. EXCEPTIONS

- A. A student who finds a weapon on the way to school or in a school location, or a student who discovers that they accidentally have a weapon in their possession, and takes the weapon immediately to the principal’s office shall not be considered to possess a weapon. If it would be impractical or dangerous to take the weapon to the principal’s office, a student shall not be considered to possess a weapon if they immediately turns the weapon over to an administrator, teacher or head coach or immediately notifies an administrator, teacher or head coach of the weapon’s location.
- B. It shall not be a violation of this policy if a nonstudent (or student where specified) falls within one of the following categories:
 - 1. active licensed peace officers;
 - 2. military personnel, or students or nonstudents participating in military training, who are on duty performing official duties;
 - 3. persons authorized to carry a pistol under Minnesota Statutes section 624.714 while in a motor vehicle or outside of a motor vehicle for the purpose of directly placing a firearm in, or retrieving it from, the trunk or rear area of the vehicle;
 - 4. persons who keep or store in a motor vehicle pistols in accordance with Minnesota Statutes sections 624.714 or 624.715 or other firearms in accordance with Minnesota Statutes section 97B.045;

- a. Section 624.714 specifies procedures and standards for obtaining pistol permits and penalties for the failure to do so. Section 624.715 defines an exception to the pistol permit requirements for “antique firearms which are carried or possessed as curiosities or for their historical significance or value.”
 - b. Section 97B.045 generally provides that a firearm may not be transported in a motor vehicle unless it is (1) unloaded and in a gun case without any portion of the firearm exposed; (2) unloaded and in the closed trunk; or (3) a handgun carried in compliance with sections 624.714 and 624.715.
5. firearm safety or marksmanship courses or activities for students or nonstudents conducted on school property;
 6. possession of dangerous weapons, BB guns, or replica firearms by a ceremonial color guard;
 7. a gun or knife show held on school property;
 8. possession of dangerous weapons, BB guns, or replica firearms with written permission of the principal or other person having general control and supervision of the school or the director of a child care center; or
 9. persons who are on unimproved property owned or leased by a child care center, school or school district unless the person knows that a student is currently present on the land for a school-related activity.

C. Policy Application to Instructional Equipment/Tools

While the school district does not allow the possession, use, or distribution of weapons by students or nonstudents, such a position is not meant to interfere with instruction or the use of appropriate equipment and tools by students or nonstudents. Such equipment and tools, when properly possessed, used, and stored, shall not be considered in violation of the rule against the possession, use, or distribution of weapons. However, when authorized instructional and work equipment and tools are used in a potentially dangerous or threatening manner, such possession and use will be treated as the possession and use of a weapon.

D. Firearms in School Parking Lots and Parking Facilities

A school district may not prohibit the lawful carry or possession of firearms in a school parking lot or parking facility. For purposes of this policy, the “lawful” carry or possession of a firearm in a school parking lot or parking facility is specifically limited to nonstudent permit-holders authorized under Minn. Stat. § 624.714 to carry a pistol in the interior of a vehicle or outside the motor vehicle for the purpose of directly placing a firearm in, or retrieving it from, the trunk or rear area of the vehicle. Any possession or carry of a firearm beyond the

immediate vicinity of a permit-holder's vehicle shall constitute a violation of this policy.

V. CONSEQUENCES FOR STUDENT WEAPON POSSESSION/USE/DISTRIBUTION

A. The school district does not allow the possession, use, or distribution of weapons by students. Consequently, the minimum consequence for students willfully possessing, using, or distributing weapons shall include:

1. immediate out-of-school suspension;
2. confiscation of the weapon;
3. immediate notification of police;
4. parent or guardian notification; and
5. recommendation to the superintendent of dismissal for a period of time not to exceed one year.

B. Pursuant to Minnesota law, a student who brings a firearm, as defined by federal law, to school will be expelled for at least one year. The school board may modify this requirement on a case-by-case basis.

C. The building principal shall, as soon as practicable, refer to the criminal justice or juvenile delinquency system, as appropriate, a student who brings a firearm to school unlawfully.

D. Administrative Discretion

While the school district does not allow the possession, use, or distribution of weapons by students, the superintendent may use discretion in determining whether, under the circumstances, a course of action other than the minimum consequences specified above is warranted. If so, other appropriate action may be taken, including consideration of a recommendation for lesser discipline.

VI. CONSEQUENCES FOR WEAPON POSSESSION/USE/DISTRIBUTION BY NONSTUDENTS

A. Employees

1. An employee who violates the terms of this policy is subject to disciplinary action, including nonrenewal, suspension, or discharge as deemed appropriate by the school board.
2. Sanctions against employees, including nonrenewal, suspension, or discharge shall be pursuant to and in accordance with applicable statutory

authority, collective bargaining agreements, and school district policies.

3. When an employee violates the weapons policy, law enforcement may be notified, as appropriate.

B. Other Nonstudents

1. Any member of the public who violates this policy shall be informed of the policy and asked to leave the school location. Depending on the circumstances, the person may be barred from future entry to school locations. In addition, if the person is a student in another school district, that school district may be contacted concerning the policy violation.
2. If appropriate, law enforcement will be notified of the policy violation by the member of the public and may be asked to provide an escort to remove the member of the public from the school location.

VII. REPORTS OF DANGEROUS WEAPON INCIDENTS IN SCHOOL ZONES

- A. The school district must electronically report to the Commissioner of Education incidents involving the use or possession of a dangerous weapon in school zones, as required under Minnesota Statutes, section 121A.06.

Legal References: Minn. Stat. § 97B.045 (Transportation of Firearms)
Minn. Stat. § 121A.05 (Referral to Police)
Minn. Stat. § 121A.06 (Reports of Dangerous Weapon Incidents in School Zones)
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 121A.44 (Expulsion for Possession of Firearm)
Minn. Stat. § 152.01, subd. 14(a) (Definition of a School Zone)
Minn. Stat. § 609.02, subd. 6 (Definition of Dangerous Weapon)
Minn. Stat. § 609.605 (Trespass)
Minn. Stat. § 609.66 (Dangerous Weapons)
Minn. Stat. § 624.714 (Carrying of Weapons without Permit; Penalties)
Minn. Stat. § 624.715 (Exemptions; Antiques and Ornaments)
18 U.S.C. § 921 (Definition of Firearm)
In re C.R.M. 611 N.W.2d 802 (Minn. 2000)
In re A.D., 883 N.W.2d 251 (Minn. 2016)

Cross References: MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 525 (Violence Prevention)
MSBA/MASA Model Policy 903 (Visitors to School District Buildings and Sites)

Member _____ introduced the following resolution and moved its adoption:

RESOLUTION PROPOSING TO PLACE ALLA BOULOS AND ERIN MAHNKE ON UNREQUESTED LEAVE OF ABSENCE

BE IT RESOLVED by the School Board of Intermediate School District No. 917 as follows:

1. That it is proposed that ALLA BOULOS, teacher, and ERIN MAHNKE, assistant principal of DCALS North, of said school district, be placed on unrequested leave of absence without pay or fringe benefits, effective at the end of the 2024-2025 school year on June 30, 2025, pursuant to M.S. 122A.40, Subdivision 11 and in Article XI of the collective bargaining agreement between the parties.
2. That written notice be sent to said teacher and assistant principal regarding the proposed placement on unrequested leave of absence without pay or fringe benefits as provided by law and said notice shall include a date for hearing if requested and be in substantially the following form:

NOTICE OF PROPOSED PLACEMENT ON UNREQUESTED LEAVE OF ABSENCE AND NOTICE OF HEARING DATE, IF REQUESTED.

NAME
STREET
CITY, STATE ZIP

Dear NAME:

You are hereby notified that at a regular meeting of the School Board of Intermediate School District No. 917 held on April 1, 2025, consideration was given to your placement on unrequested leave of absence without pay or fringe benefits as a teacher of Intermediate School District No. 917, and a resolution was adopted by a majority vote of the Board, proposing your placement on unrequested leave of absence effective at the end of the 2024-2025 school year on June 30, 2025, pursuant to Minnesota Statutes 122A.40, Subdivision 11, upon the grounds described in said statute and in Article XI of the collective bargaining agreement between the parties, which are specifically as follows:

Discontinuance of Position, Lack of Pupils, Financial Limitations, and merger of classrooms

Under the provisions of the law, you are entitled to a hearing before the School Board provided that you make a request in writing within 14 days after receipt of this notice. If no hearing is requested within such period, it shall be deemed acquiescence by you to the School Board's proposed

action.

If you desire a hearing, it will be scheduled within the next few weeks at a mutual time in the School Board Room. Please advise if such hearing is requested.

Yours very truly,

SCHOOL BOARD OF
INTERMEDIATE SCHOOL DISTRICT NO. 917

Clerk of the School Board

3. That each and all of the foregoing grounds of said notice are within the grounds for unrequested leave placement as set forth in M.S. 122A.40, Subdivision 11, and in Article XI of the collective bargaining agreement between the parties, and are hereby adopted as fully as though separately set forth and resolved herein.

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

and the following voted against the same:

Whereupon said resolution was declared duly passed and adopted.

Dated: April 1, 2025

RESOLUTION

Member _____ introduced the following resolution and moved its adoption:

RESOLUTION RELATING TO THE TERMINATION AND NONRENEWAL OF THE TEACHING CONTRACTS OF ABBY ELDER, TABBY PINOR, PAM RICKERS, EVA TAGUDINA, MALLORY VAITKUNAS, RIRA BULLECER, ANDREA DUESING, ANTANAYA FERGUSON, MEGAN HAROLDSON, REBECCA HENNESSEY, JOHANNA IVERSEN, ISABELLA KRANZ, TAYLOR KRAUSE, LISA MAYER, RUSHEL REJUSO, HAWA SALAD, JAMIE SWANSON, RICHARD TIEMPO, RECHEL TUPAS, KAITLYN WEEKS, LAUREN WEEKS

WHEREAS, **ABBY ELDER, TABBY PINOR, PAM RICKERS, EVA TAGUDINA, MALLORY VAITKUNAS, RIRA BULLECER, ANDREA DUESING, ANTANAYA FERGUSON, MEGAN HAROLDSON, REBECCA HENNESSEY, JOHANNA IVERSEN, ISABELLA KRANZ, TAYLOR KRAUSE, LISA MAYER, RUSHEL REJUSO, HAWA SALAD, JAMIE SWANSON, RICHARD TIEMPO, RECHEL TUPAS, KAITLYN WEEKS, LAUREN WEEKS** are probationary teachers in Intermediate School District 917.

BE IT RESOLVED by the School Board of Intermediate School District No. 917, that pursuant to Minnesota Statutes 122A.40, Subdivision 5, that the teaching contracts of **ABBY ELDER, TABBY PINOR, PAM RICKERS, EVA TAGUDINA, MALLORY VAITKUNAS, RIRA BULLECER, ANDREA DUESING, ANTANAYA FERGUSON, MEGAN HAROLDSON, REBECCA HENNESSEY, JOHANNA IVERSEN, ISABELLA KRANZ, TAYLOR KRAUSE, LISA MAYER, RUSHEL REJUSO, HAWA SALAD, JAMIE SWANSON, RICHARD TIEMPO, RECHEL TUPAS, KAITLYN WEEKS, LAUREN WEEKS**, probationary teachers in Intermediate School District No. 917, are hereby terminated at the close of the current 2024-2025 school year.

BE IT FURTHER RESOLVED that written notice be sent to said teachers regarding termination and nonrenewal of contract as provided by law, and that said notice shall be in substantially the following form:

**NOTICE OF TERMINATION
AND NONRENEWAL**

NAME
STREET
CITY, STATE ZIP

Dear NAME:

You are hereby notified that at a meeting of the School Board of Intermediate School District No. 917 held on April 1, 2025, a resolution was adopted by a majority roll call vote of the Board to terminate your contract effective at the end of the current school year and not to renew your contract for the 2025-2026 school year. Said action of the Board is taken pursuant to M.S. 122A.40, Subd. 5.

You may officially request that the School Board give its reasons for the nonrenewal of your teaching contract. However, such request must be received within ten days after the receipt of this notice.

Yours very truly,

SCHOOL BOARD OF
INTERMEDIATE SCHOOL DISTRICT NO. 917

Clerk of the School Board

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

Whereupon said resolution was declared duly passed and adopted.

Dated: April 1, 2025



To: Dr. Michael Favor
Superintendent

From: Dr. Melissa Schaller *ms*
Executive Director of Student Services

Re: 2025-2026 Lead Teacher Assignments

Date: March 18, 2025

The position of lead teacher provides assistance to the staff and to the administration in a variety of ways including:

- Providing resources, training, and support to staff
- Monitoring due process
- Attending team meetings as an administrative designee
- Completing intake meetings
- Serving as a mentor
- Assisting in crisis management
- Developing curriculum and supporting equipment needs

Based on a review of interested applicants, I am recommending that the following individuals be appointed as lead staff according to the ISD 917 Local 3904 contract for the 2025-2026 school year:

Assignment	Supervisor	Appointee
TEA-LEC and ECSE*	Boehmer	Christine Chessler
Nursing*	Budach/Betley	Melissa Ho
TESA	Budach/Betley	Emily Goodson Wendi Renken

Career Technical Education (CTE)*	Devine/TBD	Adam Ghormley
DCALS-Main*	Devine/TBD	Erin Hale-Sanford
DCALS-North*	Devine/TBD	Megan Shavers
DASH & SUN-Cedar	Hetland	Melanie Rix
Board Certified Behavior Analysts*	Hulse	Adrienne Turzynski
Blind/Visually Impaired*	Lovin	Sheri Frisque
Deaf/Hard of Hearing Itinerant*	Lovin	Sonia Tendrich
Deaf/Hard of Hearing Resource*	Lovin	Sarah Ideen
Physical/Health Disabilities*	Lovin	Jenna Nace
Physical Therapy (PT)*	Lovin	Shanyn Tuftee
CASE/IDEA/SUN-Alliance Education Center	Pauley	.5-Sharri McGibbon .5-Rachel Novy
MTSS and Testing	Peterson	Eve Thomas Brook
Navigator [Apprenticeship Program]	Peterson	.5-Sharri McGibbon .5-Rachel Novy
SUN-Concord Education Center	Swaney	Cathy Mattice

*These positions will provide direct services to students and/or have other job responsibilities.

These assignments are subject to an annual appointment by the school board.



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
From: Mark Johns, Director of Finance
Date: March 25, 2025
RE: DCTC Lease Agreement Summary

Proposal: Terminate existing Joint Powers Agreement between DCTC and ISD 917 and replace with the Lease, Facilities, Use and Cooperation Agreement.

Building Access:

- 917's access to designated space and shared space does not change
- 917 & DCTC must mutually agree on the amount of designated square footage by November 1, for the following fiscal year

Rental Cost:

- Currently 917 is charged for both exclusive space and shared space but is not charged for parking. Under the Lease Agreement, 917 will be charged for exclusive space and parking, but not charged for shared space. (See below exhibit)
- After FY26, rental rate per sq. ft. is capped at 3.0% annual increase
- The total cost of this lease compares favorably to our other leased facilities (Cedar, Lebanon and Concord rent cost ranges from \$16.65 to \$20.04 per Sq/Ft which does not include custodian, utilities, garbage, security or grounds mtce)

Fiscal Yr	Sq Ft Rate	Exclusive Space		Shared Space		Parking			Total	
		Sq Ft	Cost	Sq Ft	Cost	Parking Spots	Parking Rate per Spot	Cost	Cost	% Increase
FY23 - Actual	\$7.59	47,879	\$363,404	9,556	\$72,526	N/A	\$0.00	\$0	\$435,930	
FY24 - Actual	\$8.73	47,879	\$417,986	9,556	\$83,420	N/A	\$0.00	\$0	\$501,406	15%
FY25	\$10.03	45,947	\$460,846	N/A	\$0	80	\$150.00	\$12,000	\$472,846	-6%
FY26	\$11.47	45,947	\$527,010	N/A	\$0	80	\$150.00	\$12,000	\$539,010	14%
FY27 Est	\$11.81	45,947	\$542,820	N/A	\$0	80	\$155.00	\$12,400	\$555,220	3%

Impact on General Fund Financials:

	Fiscal 2025		Fiscal 2026			Impacts
	Budget	Updated Projection	Total Cost	Levy Offset	Net Gen Fund	
SPED	236,399	194,625	221,858	(199,672)	22,186	Impacts SPED billing rate
CTE	270,351	222,578	253,722	(228,350)	25,372	Impacts CTE billing rate
DCALS	67,587	55,644	63,430	(57,087)	6,343	Impacts General Fund Net income/Loss
Total DCTC Cost	574,337	472,846	539,010	(485,109)	53,901	

Effective Term:

- Fiscal Years 2025-2029. Retroactive for FY25, with 5-year term
- Termination for breach or by either party, with or without cause by giving notice by January 1 for the following fiscal year

**Minnesota State Colleges and Universities
Dakota County Technical College
And
Intermediate School District 917**

LEASE, FACILITIES USE, AND COOPERATION AGREEMENT

This Lease, Facilities Use, and Cooperation Agreement (“Agreement”) is made by and between the State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of **Dakota County Technical College** (“Technical College”) and **Intermediate School District 917** (“District”).

WHEREAS, Technical College and the District are parties to a joint powers agreement entered into effective July 1, 1995 (“JPA”) that sets forth the parties’ agreement regarding the District’s use of facilities at Technical College and sharing of services related thereto;

WHEREAS, the original JPA was extended and amended over time, including by a Memorandum of Understanding entered into by the parties in 2022 (“MOU”);

WHEREAS, the nature of the parties’ relationship has changed over time, and the primary feature of their continued relationship relates to the District’s use of facilities at Technical College for certain education and training classes under Minnesota Statutes Section 136D.73, including the District’s provision of vocational instruction thereunder;

WHEREAS, the parties desire to repeal the original JPA and all related amendments and MOUs and to continue their relationship pursuant to this Lease, Facilities Use, and Cooperation Agreement upon the terms and conditions expressed herein.

NOW, THEREFORE, Technical College and District hereby agree as follows:

1. **Termination of original JPA.** By entering into this Agreement, the parties agree that the terms of the original JPA, the MOU, and all related amendments, memoranda of understanding, and other agreements are hereby terminated and shall have no force or effect. The parties agree that their contractual relationship shall be controlled by this Agreement and any amendments hereto, except as otherwise agreed in writing by the parties.
2. **Facilities.** Subject to the terms and conditions of this Agreement, Technical College shall make all facilities listed in Exhibit A available for exclusive use by the District (“Exclusive Use Facilities”). In addition, Technical College shall make all common spaces (“Shared Use Facilities”) available for use by the District consistent with the terms in Paragraph 4. Exclusive Use Facilities and Shared Use Facilities shall hereafter be collectively referred to as “Facilities.” All cooperative arrangements and joint activities involving any academic financial arrangements shall require a separate written agreement signed by both parties.

The College and the District agree to share relevant policies and procedures with each other as necessary to support the successful implementation of this Agreement. Each party will provide timely access to any updates or changes to such policies and procedures to ensure effective collaboration.

3. **Exclusive Use Facilities.** Specific to the Exclusive Use Facilities, the parties agree as follows:
 - a. The District will use the Exclusive Use Facilities for educational programming and related purposes in connection with the operation of education and training classes. All space included in the Exclusive Use Facilities' square footage will be well suited for program use and functional for student learning.
 - b. The District shall have continued access to the Exclusive Use Facilities during Technical College building hours throughout the term of this Agreement. The parties acknowledge that Technical College may modify building hours due to inclement weather or other unplanned circumstances necessitating building access changes, in which case Technical College will make reasonable effort to notify the District as soon as possible of modified building hours.
 - c. Technical College shall maintain the Exclusive Use Facilities in a manner comparable to and consistent with its maintenance of facilities used for Technical College programs. The District will pay Technical College for improvements in addition to what is included in the Agreement.
 - d. The District shall make no alterations, additions, or changes in the Facilities, including the installation of any fixtures, without the advance written consent of the Director of Operations of the Technical College. The District will also notify the Director of Operations of the Technical College before any alterations, additions, or changes in the Facilities, including the installation of any fixtures, before such work is started. Unless otherwise specifically agreed to by the parties in writing, all alterations, additions, and improvements which may be made or installed by the District upon the Facilities and which in any manner are attached to the floors, walls, or ceilings, at the termination of this Agreement, shall remain the property of the Technical College, and shall remain upon and be surrendered with the Facility as a part thereof, without damage or injury beyond normal wear and tear, and floor coverings affixed to the floor shall likewise become the property of the Technical College.
 - e. The parties will use the following process for making changes to the Exclusive Use Facilities as identified in Exhibit A:
 - i. By November 1 of each year, site leadership or their duly authorized designees for both the District and Technical College shall meet to discuss any proposed changes to the Exclusive Use Facilities for the following school year, representing the one-year period starting on July 1 and

running until June 30 (“Year”). If the District and Technical College can reach agreement on proposed changes by November 1, Exhibit A to this Agreement will be amended in writing and executed by both parties, to take effect the following July 1. If the parties cannot reach agreement on proposed changes by November 1, the existing Exhibit A shall remain in full force and effect.

- ii. Requests by the District for temporary use of space in addition to Exclusive Use Facilities shall follow the Technical College’s Facility Use process.

4. **Shared Use Facilities.** Technical College shall make all common spaces and all reservable rooms, including conference rooms, available for use by the District in the same manner that Technical College makes such spaces available for use by its own students and/or staff. The Technical College shall have first right of assignment for all rooms. Technical College shall also provide the District with adequate storage space for the District’s records, program equipment and computer servers and related technology, in the same manner that Technical College makes such spaces available for use by its own students and/or staff, which shall be subject to the following terms:

- a. Technical College shall be responsible for properly securing storage spaces to ensure access only by those individuals who are authorized to access the property maintained in those spaces.
- b. Technical College shall ensure that the District is able to access District property maintained in District storage spaces at all times the building is open.
- c. The District acknowledges that when reserving shared spaces within the Technical College premises, it is solely responsible for arranging the setup and resetting of the room to its original configuration following use. The Technical College shall not provide staff or resources for room setup, teardown, or post-use restoration unless otherwise agreed upon in writing.
- d. Determining storage space will occur in the same manner as other space described in Section 3(e)(i).

5. **Obligations of Technical College.** The Technical College shall be responsible for the following: All administration of and decisions regarding benefits, policies, grievances, and other related personnel issues that concern Technical College personnel.

- a. Physical plant, maintenance, and custodial work required to keep the Facilities in good working condition and available for use for the Facilities’ intended purposes.
- b. Arranging for and providing all utilities for use in the Facilities, including electricity, water, and sewer.

- c. Providing the District, including its staff and students, access to the following spaces and services in the same manner as it provides such spaces and services to Technical College staff and students:
 - i. Campus grounds;
 - ii. Safety and security services;
 - iii. Food service;
 - iv. Bookstore;
 - v. Garbage and hazardous waste removal; and
 - vi. Incoming mail service, including package handling.
 - vii. Parking
 - 1. The District shall have access to parking within the premises of the Technical College for its staff, faculty, students, and visitors.
 - 2. Handicapped parking: The Technical College will provide handicapped parking spaces, at no charge, adjacent to the handicapped accessible entrances.
 - 3. Bicycle parking: The Technical College will designate parking area for bicycles, at no charge.
 - 4. Liability: The Technical College shall not be liable for any loss or damage to vehicles or bicycles that are parked on or driven on the Technical College campus.

6. Terms of Use of Exclusive Use Facilities. The parties understand and agree that the following terms apply to the District's use of the Exclusive Use Facilities:

- a. License to Use the Facilities: The District shall use the Exclusive Use Facilities in a manner consistent with the purpose set forth in Paragraph 3.
- b. Notwithstanding Technical College's obligations under this Agreement, the District shall keep the Exclusive Use Facilities reasonably clean and in sanitary condition and good order in the same manner that Technical College maintains such spaces.
- c. Utilities: Both parties agree to take reasonable precautions to prevent waste of heat, electricity, water, air conditioning, and any other utility or any service, whether such is furnished by the Technical College or obtained and paid for by the District.

7. **Signs.** The parties recognize that the Technical College installs and maintains all permanent interior and exterior signs attached to the buildings at Technical College. Signs erected and maintained by Technical College shall be subject to the following terms:
 - a. The Technical College shall work cooperatively with the District to identify a mutually acceptable location for any new interior and exterior signs. The District will pay the Technical College for the cost and expense of installation and maintenance of any exterior signs, which must comply with any and all governmental regulations.
 - b. The District will work with the Technical College to keep the District signs in good repair and to repairing damages caused by the installation and removal of interior and external signs.
 - c. The District may post temporary exterior and interior signs reasonably necessary to direct students, staff, and the public to the District programs, services, or events offered at Technical College.

8. **Payment.** In exchange for use of the Facilities and all other services and benefits as set forth in this Agreement, the District shall pay Technical College in accordance with the following terms:
 - a. The total annual payment amount per year (“Rent”) shall be determined on a per-square-foot basis based on the total square footage of the Exclusive Use Facilities as set forth in Exhibit A, as it may be amended in accordance with Paragraph 3(e)(i). The amount the District must pay per square foot of Exclusive Use Facilities shall hereinafter be referred to as the “Rate.”
 - b. The Vice President of Finance and Operations of the Technical College, or designee, shall invoice the District quarterly, with payments due by July 15, October 15, January 15 and March 15.
 - c. FY25 rate \$10.03/square foot, FY26 rate \$11.47/square foot. State fiscal years are July 1 – June 30. Previous rates for FY23 rate \$7.59/square foot, FY24 rate \$8.73/square foot,
 - d. Technical College may increase rate beyond FY26 no more than once annually with notice. The increase may not exceed 3.0%, unless otherwise negotiated with the District.
 - e. District shall pay for parking at the same rate as Technical College employees. The rate is approved annually by the Minnesota State Colleges and Universities Board of Trustees. The FY25 rate is one hundred fifty dollars (\$150.00) per individual that requires parking. The Technical College will inform the District of

the approved rate for the upcoming year. The base number of parking spaces for the District is 80. The District shall provide the Technical College an updated count of staff and students to reflect any material changes in number. Students in the Transitional Education Service Alternative Program (“TESA”) will not be included in the count.

9. **Personal Property.** Any personal property, including, but not limited to, furniture, teaching materials, and computers and other technology, purchased by, for, or on behalf of or otherwise given to a party (“Acquiring Party”) that is present at or maintained in the Facilities shall remain the property of the Acquiring Party. This applies to all personal property regardless of when it was acquired or present at or in the Facilities. The parties understand and agree that they shall not access or use, or allow their staff or students to access or use, the other party’s personal property except with express permission from a duly authorized representative of the Acquiring Party.

10. **Data Privacy and Information Sharing.** The parties acknowledge and agree that each party is responsible for maintaining its own data in accordance with the requirements of the Minnesota Government Data Practices Act (“MGDPA”), the Family Educational Rights and Privacy Act (“FERPA”), and related laws, and that neither party is entitled to access private or confidential data received, created, or maintained by the other party by nature of this Agreement except in limited circumstances as set forth in state and federal law. In the event that either party obtains private or confidential data from the other party, the parties acknowledge and agree that the receiving party is required to handle the data consistent with the providing party’s obligations under the MGDPA, FERPA, and all other applicable laws.
 - a. Reporting Requirements for the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act (“Clery Act”): The District recognizes that the District is obligated to report crimes on campus to the Technical College Public Safety and Security Department, consistent with the requirements of the Clery Act.

11. **Policies and Procedures.** The District’s staff, students, contractors, and volunteers shall follow all Technical College policies and procedures, as applicable, including public safety procedures. The policies and procedures created and administered by the District shall apply to all District programs, staff, students, contractors, and volunteers. To the extent necessary, Technical College and the District shall work cooperatively to investigate and address issues involving students or staff consistent with the parties’ obligations under the MGDPA, FERPA, the Clery Act and any other applicable statute or regulation.

12. **Relationship of the Parties.** The relationship of the parties is that of lessor and lessee. Neither party is an agent, representative, or partner of the other party and nothing under this Agreement is intended nor will be construed to create between the parties a partnership, a joint venture relationship, or other similar relationship. No party will have any right, power, or authority to enter into any agreement for or on behalf of, or to incur

any obligation or liability of, or to otherwise bind, another party. At all times, District personnel or contractors will be under the supervision and control of the District and will be considered employees of the District. Additionally, at all times, Technical College personnel or contractors will be under the supervision and control of Technical College and will be considered employees of Technical College.

13. Insurance.

- a. Technical College shall, at its own cost, maintain liability insurance covering all acts of Technical College, its employees, agents, representatives and guests on, about, or within Technical College's property in amounts at least equal to the liability limits set forth in Minnesota Torts Claims Act, Minnesota Statutes Sections 3.732 and 3.736 et. seq. and other applicable law.
- b. The District shall, at its own cost, maintain liability insurance covering all acts of the District, its employees, agents, representatives and guests on, about, or within the Facilities or Technical College's property in amounts at least equal to the liability limits set forth in Minnesota Statute section 466.04, and adjusted as appropriate to reflect changes in the statutory limit.
- c. The District shall, at its own cost, maintain property damage liability insurance covering all improvements installed by the District, the District's fixtures, equipment, and personal property in amounts at least equal to the replacement values thereof.
- d. Failure of Technical College or the District to keep in force and effect the insurance required herein shall constitute a default under the Agreement. All insurance required under this section shall have a provision which states that the insurance may not be canceled except upon thirty (30) days' written notice to the other party.

14. Casualty Loss. In the event of any damage or destruction to the Facilities by fire or other cause during the Agreement Term, the following provisions shall apply:

- a. If the Facilities are damaged to such an extent that the cost of restoration, as reasonably estimated by Technical College, will equal or exceed thirty percent (30%) of the replacement value of the Facilities, or if Technical College fails to provide such reasonable estimate to the District within sixty (60) days after the date of the casualty, then either party may elect to immediately terminate the Agreement with notice to the other party.
- b. If the cost of restoration as reasonably estimated by Technical College amounts to less than thirty percent (30%) of the replacement value of the Facilities, or if, despite the cost, Technical College or the District does not elect to terminate this Agreement under Paragraph 16(a), Technical College shall, to the extent compensated by insurance, restore the Facilities within ninety (90) days of such

casualty, subject to delays beyond Technical College's reasonable control. In the event there are delays beyond Technical College's reasonable control, the District shall have no right to terminate this Agreement except as herein provided. Technical College shall not be responsible for restoring or repairing leasehold improvements of the District.

- c. During the period that the Exclusive Use Facilities are untenantable, Rent shall be entirely abated. If the District is able to occupy a portion of the Exclusive Use Facilities without unreasonable business interruption, then Rent shall be abated in part. Any partial abatement of Rent shall be based upon the amount of square footage of the Exclusive Use Facilities occupied by the District, at any given time during the period of casualty loss, as to the entire square footage of the Exclusive Use Facilities. The period of abatement shall be from the date of the casualty loss to the date the entire amount of square footage Exclusive Use Facilities becomes tenantable.
- d. In the event either party elects to terminate under this provision, this Agreement shall be deemed to terminate on the date of the casualty and all Rent shall be paid up to the date of casualty.

15. Liability.

Each party agrees that it will be responsible for its own acts and the results thereof, to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. The liability of Technical College shall be governed by the provisions of the Minnesota Torts Claims Act, Minnesota Statutes Sections 3.732 and 3.736 et seq. and other applicable law. The liability of the District shall be governed by the provisions in Minnesota Statute section 466.04 and other applicable law.

The parties understand and agree that the Liability obligations under this Paragraph 15 shall survive the expiration or earlier termination of this Agreement for any reason.

16. Default.

- a. **Technical College Default.** If Technical College fails to observe or perform any of its obligations under this Agreement the District must notify Technical College in writing of such default and provide Technical College thirty (30) days to remedy such default before taking any additional action. If the default has not been cured within thirty (30) days after the notice of default is received by Technical College, then the District may take additional steps, such as terminating

this Agreement. If the District decides to terminate this Agreement, the District must provide Technical College written notice of the termination of the Agreement, in accordance with Section 19 Termination By Either Party. The District, within thirty (30) days of date of termination, must remove all operations and property from Technical College, unless the parties have agreed in writing for additional time for District to remove the property. In the case of an emergency in which Technical College has an obligation to perform but does not do so, the District may incur any expense necessary after reasonable written notice of less than fourteen (14) days to Technical College and Technical College shall work with the District on determining appropriate expenses which may be paid by reducing the District's monthly rent obligation(s).

- b. **District Default.** If the District fails to observe or perform any of its obligations under this Agreement and or make a payment of any sum required under this Agreement, Technical College must notify the District in writing of such default and/or the missed payment and provide the District thirty (30) days to remedy such default before taking any additional action. If the default has not been cured within thirty (30) days after the notice of default is received by the District, then Technical College may take additional steps, such as terminating this Agreement. If Technical College decides to terminate this Agreement and repossess the Exclusive Use Facilities, then Technical College must give the District written notice of the termination of the Agreement and provide the District thirty (30) days to remove all operations and property from Technical College's property unless the parties have agreed in writing for additional time for District to remove the property.
17. **Agreement Term.** Unless otherwise terminated in accordance with the provisions herein, the term of this Agreement shall begin July 1, 2024, or the date the final signature is obtained whichever occurs first and terminates on June 30, 2029 ("Term"), unless otherwise terminated or cancelled earlier pursuant to the Agreement.
 18. **Extension of Agreement Term.** This Agreement may be extended beyond the termination date by mutual agreement pursuant to an executed written amendment. If either party wishes to allow the Agreement to terminate, such party will provide written notice to the other party on or before January 1, 2029 of the party's intent to let the Agreement expire in accordance with Paragraph 17.
 19. **Termination by Either Party.** The parties recognize and agree that there may be circumstances outside the reasonable control of either party necessitating the early termination of this Agreement by either party. Either party may terminate this Agreement with or without cause at the end of the fiscal year with written notice provided to other party no later than January 1.
 20. **Vacating Facility.** The District shall, upon expiration or termination of this Agreement, remove the District's personal property or any personal property within the Exclusive Use Facilities that is not the personal property of Technical College, and deliver the

Exclusive Use Facilities to Technical College peaceably and quietly in comparable order and condition as existed at the time of the execution of this Agreement or the District began occupying the Exclusive Use Facilities, whichever was later, excepting reasonable use and wear and repairs that are Technical College's obligation. Goods and effects not removed by the District for a period of more than thirty (30) days following the expiration or termination of this Agreement, will be considered abandoned, and Technical College may dispose of the same, as it deems expedient, at the District's expense.

21. **Holding Over.** In the event the District remains in possession of the Exclusive Use Facilities after the expiration of this Agreement or the effective date of any earlier termination of this Agreement, the District will be deemed to be occupying the premises from month to month, subject to all the conditions, provisions, and obligations of this Agreement, except that the District must pay rent to Technical College in an amount that is the prevailing market rate, as reasonably agreed to by both parties . This paragraph does not abrogate or in any way limit any other rights Technical College has under this Agreement, including, but not limited to, Technical College's right to immediately terminate this Agreement; Technical College's right to declare the District's rights to be forfeited; and Technical College's right to enter and reclaim the Exclusive Use Facilities, with or without process of law, by using such force as is necessary to remove all persons and personal property for the Exclusive Use Facilities. Acceptance by the Technical College of rent after such expiration or earlier termination shall not result in a renewal of this Agreement.
22. **Assignment and Subletting.** Neither party may assign their interest in the Facilities without express written consent of the other party.
23. **Force Majeure.** No party to this contract shall be responsible for any delays or failure to perform any obligation under this contract due to acts of God, strikes or other disturbances, including, without limitation, war, insurrection, embargoes, governmental restrictions, acts of governments or governmental authorities, and any other cause beyond the control of such party. During an event of force majeure the parties' duty to perform obligations shall be suspended.
24. **Authorized Representatives and Notice.** All notices addressed in this Agreement shall be in writing and given by email and/or U.S. mail to the authorized representative and such notice shall also be sent as courtesy via email, and shall be sent to the respective addressee at the respective address and email address set forth below or to such other address or email address as the parties may specify in writing addressed as follows.

Notice to Technical College shall be addressed to Michael Berndt, President, or their successor at: President's Office, Dakota County Technical College, 1300 145th Street East, Rosemount, MN 55068 email: Michael.Berndt@minnstate.edu

With a copy provided to: Heather Aagesen-Huebner, Vice President Finance and Operations, 1300 145th Street East, Rosemount, MN 55068 email: heather.aagesen-huebner@inverhills.edu

Notice to District shall be addressed Dr. Michael Favor, Superintendent, or their successor at Intermediate School District 917, 1300 145th Street East, Rosemount, MN 55068 email: michael.favor@isd917.org.

With a copy provided to: Mark Johns, Business Director, Intermediate School District 917, 1300 145th Street East, Rosemount, MN 55068 email: mark.johns@isd917.org.

Properly addressed notices or letters sent by email and/or U.S. mail shall be deemed given and served when sent. A courtesy notice sent via email shall be delivered to the designated email address of said addressee. Each party will keep the other party informed of any changes to the names or contact information, including email address, in this paragraph.

25. Disputes, Amendments, or Modifications.

- a. The District's Superintendent or designee shall serve as the District's representative for addressing any matters regarding the meaning or effect of any provision of this Agreement or amendments to this Agreement. All discussions of such matters or disputes related to this Agreement must be addressed with the District Superintendent or their duly authorized designee.
- b. No modification, release, discharge, amendment, or waiver of any provisions of this Agreement shall be of any force, effect, or value, unless in writing signed by Technical College's authorized representative and the District, or their respective authorized agents or attorneys.

26. Waiver. No waiver of a breach of any term in this Agreement shall be construed to be a waiver of any succeeding breach of such term.

27. Jurisdiction and Venue. This Agreement, and amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this contract, or breach thereof, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

28. Audit. Technical College is a Minnesota State institution which is a State of Minnesota entity. The books, records, documents and accounting procedures and practices of the District (whether in hard copy or electronic format) regarding this Lease Agreement shall be subject to reasonable examination by the State, Minnesota State, Minnesota State's Internal Auditor or Independent Auditor and/or the Legislative Auditor during the term of the Agreement and for a minimum of six (6) years after the Agreement's expiration or termination.

29. **Non-Discrimination.** Each party subscribes to the policy to prohibit discrimination and ensure equal opportunities in its educational programs, activities, and all aspects of employment for all individuals regardless of race, color, creed, religion, gender, national origin, sexual orientation, veteran's status, marital status, age, disability, status with regard to public assistance, or inclusion in any group or class against which discrimination is prohibited by federal, state, or local laws and regulations. Technical College and the District agree to adhere to non-discrimination in implementing this Agreement.

30. **Independent Contractors.** The parties to this Agreement are independent contractors and have no authority to act for any other party except as expressly provided in this Agreement. Nothing in this Agreement shall be deemed to create any association, partnership, joint venture or agency relationship between Technical College and the District, nor shall any party, its employees, agents, students or representatives be considered employees, agents or representatives of any other party. This Agreement shall not be construed under any circumstance to confer any rights or privileges on any third parties, and neither College or the Districts shall be under any obligation to any third party by reason of this Agreement or any term of this Agreement. The conduct of any joint activities, the conditions for utilizing the results achieved, and arrangements for other forms of cooperation will be negotiated for each specific case and separate written agreement will be required.

31. **Severability.** If any term, condition, or provision of this Agreement or the application of this Agreement to any person or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder thereof and the application of such term, provision and condition to persons or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected, and this Agreement and all terms, provisions and conditions shall, in all other aspects, continue to be effective and to be complied with to the fullest extent permitted by law.

32. **Entire Agreement.** This Agreement shall constitute the entire agreement relating to the Agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

The rest of this page intentionally left blank. Signature page to follow.

IN WITNESS WHEREOF, the parties have entered into this Agreement intending to be bound thereby.

APPROVED:

MINNESOTA STATE COLLEGES AND UNIVERSITIES

DAKOTA COUNTY TECHNICAL COLLEGE

Date: _____

Name: _____

Title: _____

Approved as to form and execution

Date: _____

Name: _____

Title: _____

DISTRICT

INTERMEDIATE SCHOOL DISTRICT NO. 917

Date: _____

Name: _____

Board Chair

Date: _____

Name: _____

Board Clerk

EXHIBIT A

EXCLUSIVE USE FACILITIES

The Technical College shall make the rooms and spaces listed below available for the District's exclusive use. All spaces listed are located on Technical College's campus at 1300 145th Street East, Rosemount, Minnesota, 55068. The parties agree that the square footage reflected is accurate.

Rooms	Description	Measurements	FY22- FY24	Adjustments	FY25-26
1-201	917 Chef Training	27.75x44.5	1235	-1235	0
	917 Chef Training	11.75x12	141	-141	0
	Chef Training Locker room	8x31.5	252	-252	0
1-202	917 Food Services	39.25x31.5	1236.5	-1236.5	0
1-400	TESA Snack Bar	12.9 x 26.3	340		340
1-203C	Medical Careers	21.5 x 28	602		602
	Medical Careers	24.5 x 13.75	337		337
	Medical Careers	11 x 12.75	140.25		140.25
	Medical Careers	12.75 x 9.25	118		118
1-304	Computer Networking	27.75 x 23.5	652		652
		19.5 x 20.25	395		395
1-708	TESA	42 x 59.25	2488.5		2488.5
1-710	Graphic Arts	50 x 59.25	2962.5		2962.5
1-803	Heavy Duty Truck	70.5 x 71.5	5040.75		5040.75
Building	Construction Trades		3405.3		3405.3
1-804	Vehicle Services	72.5 x 71.5	5183.75		5183.75
2-107	Health Services		0	932	932
2-307	Career Exploration	48 x 15.75	756		756
2-308B	Secondary Offices	48 x 29.5	1407		1407
2-308C	Special Education Offices	14 x 7.5	105		105
2-400	917 Admin/Spec Ed	78.84 x 68.5	5400.5		5400.5
2-420, 2-422, 2-424	TESA Classrooms	28 x 16.75 (3)	1407		1407
2-412, 2-414	TESA Offices	11.75 x 12 (2)	282		282
2-401	TESA	32.25 x 15.75	508		508
2-402	DCALS	32.25 x 15.75	508		508
2-403	DCALS	32.25 x 15.75	508		508
2-405	917 Secondary Admin	47.75 x 28.25	1349		1349
2-501	TESA Gym	46.5 x 37	1720.5		1720.5
2-502	TESA Apartment	35.5 x 19	674.5		674.5
2-504	TESA Guided Study	71.5 x 12	858		858

2-506	TESA Computer Lab	15.5 x 30.75	476.5		476.5
2-508	TESA Digital Imaging	15.5 x 26.5	411		411
2-509	TESA Office/Storage/Study	71.5 x 12.75	911.5		911.5
2-605/2- 607	DCALS	57.75 x 15.5	895.25		895.25
2-606	DCALS	29 x 22.5	652.5		652.5
2-608	DCALS	22.5 x 28.75	646.5		646.5
2-801/2- 806	DCALS	63.75 x 60.75	3873		3873
Total Square Footage			47879.3	-1932.5	45946.8



To: School Board Members
From: Dr. Melissa Schaller, Executive Director of Student Services
Date: March 21, 2025
Re: Administrative variance

The Board of School Administrators requires that the school board is provided notice when a variance is being sought for an administrative license. It is a requirement under the rules that were effective June 1, 2020 that anyone in an administrative role with evaluative responsibilities must be a licensed administrator.

To that end, we are seeking a variance for administrative licensure for Jeanne D'Aloia. Jeanne will be serving in the role of assistant principal/special education coordinator with Taylor Lovin as her supervisor for our D/HH resource programs and itinerant services. Jeanne was one of five applicants for the position of assistant principal/special education coordinator. The only licensed candidate did not have favorable recommendations from past supervisors. Jeanne was most qualified for the position for which she was hired based on her experience as an existing D/HH teacher with Intermediate School District 917 and her personal experience with deaf culture. Jeanne is anticipated to be awarded her Director of Special Education and Principal licenses in 2027.

BOSA is expected to review this application in April.

Executive Director of Student Services
Board Update
April 2025

Collaboration: Working together to achieve more collectively.

- DASH & TESA: We are continuing our collaboration with member districts and internally to support the growth in our programs. Administrators will meet with South St. Paul on April 2nd to explore classrooms where we will host our new elementary DASH classrooms. Due to increasing enrollment in TESA and decreasing enrollment in DCALS, the two programs have been exploring different classroom spaces that could support the needs of both programs.

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

- Intakes: From 2/24/25 through 3/21/25 (20 school days), ISD 917 offered intakes to 11 students, or 13% of the students on the combined setting IV programs waitlist.

11 students from 4 of the nine-member districts were offered intakes. (Randolph currently has zero students on the waitlist.) Districts 194, 199, and 271 were each offered multiple intakes with 271 receiving 5 intake offers.

Of the 11 intakes that have been offered from 2/24 through 3/21:

- All 11 intakes offered have been scheduled
- 5 intakes have successfully been completed (45% of the intakes offered between 2/24/25 -3/21/25)
 - There were 11 total completed intakes during the timeframe of 2/24-3/21, with 6 having been scheduled prior to 1/27
- 0 (Zero) families/districts outright declined intake due to the student's need to change or a student has moved out of the member district
- There was 1 student swap requested during this period

From (2/24/25-3/21/25) there were 31 new Setting IV/III referrals. 2 of these referrals have already started in a 917 program. 10 of these referrals have been placed on a waitlist. Of the 19 remaining referrals. 8 have observations and teacher interviews scheduled for placement determination. The remaining 9 referrals have not responded to observation requests as of 3/21/25.

Finally, **14** new students physically began school in ISD 917 setting IV programs from 2/24/25 to 3/21/25, and **7** more students are expected to start the week of 3/31/2025.

Innovation: Ongoing improvement of programs and services.

- Family engagement: This year, our setting IV programs prioritized family and community engagement by hosting a variety of events in place of traditional conferences. These gatherings provided opportunities for students to showcase their learning, families to connect with staff, and our school communities to come together in a positive and supportive environment.

Events included open houses to welcome families into our buildings and introduce them to staff, community gatherings with food and outdoor activities to encourage informal connections, and academic showcases that highlighted student projects and achievements across subjects like literacy, science, and the arts. These family engagement nights featured interactive activities such as bingo, hands-on learning experiences, sundae bars, and art projects, creating meaningful opportunities for participation.

By offering a variety of engagement opportunities, our programs have strengthened family-school connections and increased participation. We look forward to continuing and expanding these efforts in the years ahead!

Stewardship: Managing financial and human resources carefully and responsibly.

- DCALS: We have been working to address a decline in enrollment and correspondingly, a decline in revenue for our DCALS program. Unfortunately, to address the magnitude of the declines in enrollment and revenue, we need to make reductions in staffing. Many staff were provided options for reassignments. Some opted to accept these while others made the decision to resign. We did have to move forward with unrequested leaves of absence for a few other staff. As part of the process, Michael, Mark, and I met with all secondary staff in February and shared enrollment and revenue data. The same team met individually with all staff in secondary when it came time to provide notification of the reductions. We continue to be available to staff as they work through processing the impending changes affecting DCALS.

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

- District Update: If you did not have the opportunity to read the latest District Update, you can access it [here](#).

Integrity: Aligning our actions with our values and beliefs.

- Ukeru: Ukeru implementation continues to move forward as planned! Our most recent Ukeru equipment order was delivered on March 12th and Central Intake Coordinator, Justin Hoelscher, and Mental Health Coordinator, Jen Petersen, delivered the appropriate pads and shields to our three ECSE classrooms at Pine Bend Elementary, Riverview Elementary, and Pond Early

Learning Center on March 17th & 18th. With all ECSE having been trained on February 24th, having access to full classroom sets of pads, and ongoing coaching from trainers Justin and Jen, our ECSE classrooms now have everything they need to implement Ukeru with fidelity.

Personalization: Building on the strengths and addressing the unique needs of individual students.

- Social/emotional learning curriculum: In collaboration with the District's Tier 1 Social-Emotional Learning Curriculum Committee, ISD 917 has chosen new Tier 1 SEL curricula for the 2025-26 school year. Classrooms in the IDEA, TESA, and TEA programs will be working from the [Character Strong](#) curriculum, while students in SUN, CASE, and some D/HH classrooms will be working with the [Everyday Speech](#) curriculum. Students in grades K-5 also have access to additional SEL materials through the EL Open Up curriculum they use for literacy. The chosen SEL curricula will assist teachers in structuring lessons and learning activities, while also helping students set group- and individual goals in the domains of Self-Awareness, Self-Management, Social Awareness, Relationship Skills, and Responsible Decision-Making. Each of the chosen curricula was selected due to features such as engaging content, cultural responsiveness, virtual platforms, and relevance to students' strengths and needs.

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

- Mobility Matters: In March, Janel Vrieze, work-based learning teacher in the TESA program, had the privilege of speaking at the *Mobility Matters* event in Burnsville, MN, hosted by Minnesota Valley Transit Authority (MVTA), the National League of Cities (NLC), the City of Burnsville, and Enterprise Mobility. The event provided a critical platform for discussing the importance of collaboration at the federal, state, and local levels to address the mobility gaps that affect various demographics.

Public transportation plays a pivotal role in our communities, not only as a vital service that facilitates the daily commute for millions of Americans but also as a cornerstone of economic vitality. With over 430,000 people employed in the public transit sector, the industry supports millions of jobs and contributes significantly to the U.S. economy. 77% of federal funding for public transit flows into the private sector, underscoring its vital role in supporting companies across the country.

It's clear that strengthening partnerships and fostering innovation in transit is essential to creating a more inclusive, sustainable, and successful future for all. To learn more about the event, please visit [this link](#).

Diversity: Appreciating and valuing everyone's unique selves.

- New administrators: We are excited to announce that we have offered positions to AJ Boehmer as the Assistant Director/Principal for the TEA and ECSE TEA programs, Steph Betley as the Assistant Director of the TESA programs, and Jeanne D'Aloia as the Assistant Principal/Special Education Coordinator for Deaf/Hard of Hearing and Itinerant Programs. We are also in the process of hiring for the Assistant Principal/Special Education Coordinator for the TESA program and Principal for Secondary Programs (DCALS, CTE, and the JSC). While change can be hard, we enjoy having new leaders in the district to share ideas and diverse perspectives.