

**INTERMEDIATE SCHOOL DISTRICT 917  
IN DAKOTA COUNTY**

**REGULAR SCHOOL BOARD MEETING**

**Tuesday, February 4, 2020**

**AGENDA:**

- I. **Call to Order - Vice Chair Rohloff**
- II. **Conduct Pledge of Allegiance - Vice Chair Rohloff**
- III. **Visitors opportunity to be heard - Vice Chair Rohloff**
- IV. **Oath of Office Administered to new Board Member, Tom Bennett, from Bloomington - Linda Berg**
- V. **Additions to the agenda - Vice Chair Rohloff**
- VI. **Good News Report - Directors** 3
  - A. Resolution Recogniizing Paraprofessional Week - January 27-31, 2020 - Mark Zuzek 22
  - B. School Board Recognition Week February 17-21, 2020 - Mark Zuzek 25
- VII. **Consent Items - Vice Chair Rohloff**
  - A. Minutes, January 7, 2020 - Regular School Board Meeting 26
  - B. Personnel Considerations 28
- VIII. **Donations** 31
- IX. **Business Manager's Report - Nicolle Roush**
  - A. Review and Approve Payment of Bills 32
  - B. Review and Approve Wire Transfers 38
  - C. Review and Approve Investment Report 41
- X. **Reports**
  - A. Legislative Update - Valerie Dosland
  - B. **Distribution of Legislative Agendas for: Minnesota Intermediate School Districts; MASA; MASE; AMSD; MSBA** 42
  - C. Approve Revised 2019-2020 Budget - Nicolle Roush 52
- XI. **Policies** 63
  - A. Review Policy 418.1 - Employee Assistance Program, first reading - Mark Zuzek 64
  - B. Review Policy 516 - Student Medication (old Policy 6.74), first reading- Mark Zuzek 66
  - C. Review Policy 534 - Unpaid Meal Changes (old Policy 680), first reading - Mark Zuzek 71
  - D. Review Policy 732 (old Policy 904) - Uniform Grant Guidance Policy Regarding Federal Revenue Sources, first reading - Mark Zuzek 74
  - E. Review Policy 722 - Public Data Requests, first reading - Mark Zuzek 91
- XII. **New Business**
  - A. Change the time for the March 3, 2020 School Board Meeting - Mark Zuzek
  - B. Review and Approve Joint Powers Agreement between Dakota County and ISD 917 - Melissa Schaller 97
  - C. Appoint Calendar Committee Member for 2020-2021 - Mark Zuzek
  - D. Review and Approve Maintenance Payments to Member Districts - Mark Zuzek 103
  - E. Resolution Directing Administration to Make Recommendations for Reductions in Programs and Positions and Reasons Therefore - Mark Zuzek 105

F. Approval of Overnight Camping Trip - Melissa Schaller

106

G. Review and Approve Assistant Directors/Principal, Technology Coordinator and Directors Contracts for 2019- 108  
2021 - Mark Zuzek

**XIII. Adjournment**

**SCHOOL BOARD CALENDAR INFORMATION SCHOOL BOARD CALENDAR INFORMATION**

February 17, 2020 - Closed for Presidents' Day

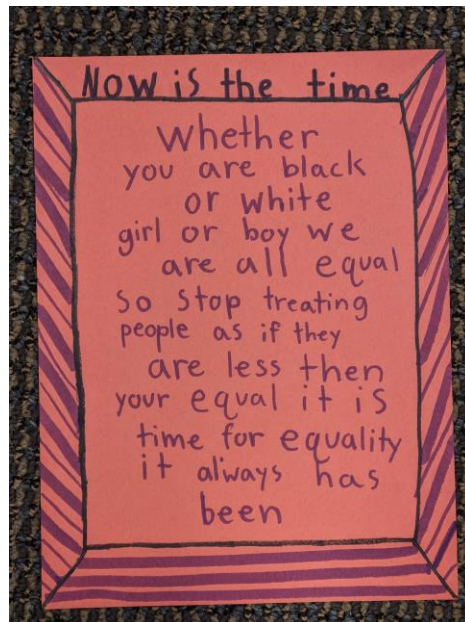
March 3, 2020 - 5:00 PM, Regular School Board Meeting, DCTC

**Good News**  
***Special Education***

- The Options program spent the past week studying Dr. Martin Luther King Jr. in both Social Studies and English. The students read and reviewed his speeches. Then students wrote poetry focusing on the issues Dr. King addressed in his speeches. In social studies, students learned about Dr. King's life. The class ended the week with the students making posters about issues that are important to them.

Untitled Poem by Anonymous Author

Come down from your throne,  
Come down from your horse,  
Take off your crown,  
Let go of yourself,  
And come meet the man,  
Wherever he may lay,  
Go shake his hand,  
And go say,  
How are you doing today.



- On December 11th, four students who are blind/visually impaired from member districts took part in a Metro ESCU Bowling Field Trip for high school students. Students were able to bowl and socialize with peers from across the metro. It was a fun experience for all students. The seniors from across the metro, including the student in

the middle of the picture, were honored with a small gift card to acknowledge them in their last year.



- On December 20th, **Lori Klein, Teacher of Blind/Visually Impaired** went into a Lifetime Activities class at Lakeville North High School to teach students about goalball. A student in the class is visually impaired and wanted to share a lifetime activity that was different and unique. Goalball is a team sport designed specifically for athletes with a vision impairment. Participants compete in teams of three and try to throw a ball that has bells embedded in it into the opponents' goal. Players must use the sound of the bell to judge the position and movement of the ball. The students were surprised at how difficult it was to hear the ball and remain orientated while playing. All members of the class enjoyed learning something new and noted the skills their visually impaired peer had in planning compared to what they were experiencing.
- On December 11, 2019, Emily Pfisterer and Lori Klein provided in-service training to Early Childhood Teachers on Deaf/Hard of Hearing and Blind/Visually impaired criteria. This was to update the process and help them in identifying students who should be referred to ISD 917. Information was shared about the need to have screenings prior to beginning an evaluation and what is needed for students who are Birth-3.
- The assistive technology team was awarded a grant of \$1,200 to provide our staff with increased knowledge of current assistive technology tools that can help their students make progress in the curriculum and on their IEP goals and objectives. The grant will allow the AT team to purchase AT tools to add to the AT lending library in the areas of greatest need for tools - reading, communication, and self-regulation.

The AT team will purchase wearable technology including Revibe (a self-monitoring watch for students to help them focus on the current task), TouchPoints (a set of two vibrating watches that students can choose to activate when stressed to disrupt the fight/flight response), and a Keen bracelet from Habitaware (which senses when a student is picking skin, pulling their hair, etc and vibrates to cue them to stop). When the equipment arrives, the 16 members of the AT Committee will be trained in how to use them and then tip sheets for implementing the tools will be developed with the occupational therapy members of the AT team so that the tip sheets can be shared with staff members who want to check the items out from the AT Library.

The other items we would like to purchase and train on, help meet the needs we are seeing in the areas of reading and communication and they are the Snap+Core apps to go on our iPads in the AT lending library as well as the C-Pen Reading Pens. Both of these items are checked out frequently from our AT lending library and there is consistently a waiting list. However, we want to be sure these items are being used correctly and to enhance literacy, so we will bring together our reading specialist and speech/language pathologists to collaborate on developing an implementation plan for these tools so that they are improving students' vocabulary acquisition. When staff want to check out either item, the implementation plan will be reviewed by the reading specialist, SLP, or another knowledgeable member of the AT team to ensure understanding of best practices to improve vocabulary acquisition.

- TESA's Work-Based Learning (WBL) classes have been going strong this school year. Students are learning the skills needed to find work, explore career paths, and are learning soft skills to keep their jobs once employed. There are 48 students participating in our WBL seminar classes. Students created resumes, practiced job interviews, and are participating in information interviews in the community. Currently there are 25 WBL students are currently employed. For students enrolled in our WBL classes, staff provides transportation to and from work, interviews, and job coaching sessions. To date, 89.4% of the transportation provided was due to work and 10.6% for job interviews. During this semester, staff provided over 80 job coaching sessions to students.
- The SUN Plus high school classroom uses the students' creativity to fuel their token economy system. The students earn Experience Points when they demonstrate exemplary behavior throughout their day, which are then used in a weekly adventure that they embark on collaboratively using characters of their own creation. The experience they gain throughout the week gives them access to new abilities, magic items, and increased skills that they can then use to complete quests, defeat monsters

and overcome obstacles. The students succeed in the adventure when they work together to come up with creative solutions to the problems they face.

- Andrew H. from ISD 197 graduated from the TEA program on January 31st. As part of the ceremony, he presented his transition portfolio through posters and a PowerPoint to the guests. He has been doing some job shadowing as he determines which direction he wants to take following graduation.
- Students in Room 101 at Alliance Education Center have been implementing math stations this school year. Their latest project was working on the concepts of graphing and charting. They polled random classrooms and then charted and graphed the results. Which winter sport is your favorite?



- At AEC, our high school students started a new novel study this semester. They are reading, *The Pursuit of Happiness*. As part of this book study, the students are spending time creating vision boards for their future hopes and dreams.



- Andrew F. from ISD 192 transitioned from our CASE program at AEC to our middle school programming full-time on 1/21/2020. He was one of our original referrals to

CASE. His goal is to get back to Farmington full-time by the end of next year. We know he can do it.

- Isaiah T.P. from ISD 191 transitioned back to middle school full time. He now attends Nicollet Middle School. His last day was 1/21/2020. We are so proud of his progress and wish him all the best.
- Cole G. from ISD 200 transitioned back to Hastings High School full-time. He worked very hard at meeting his goals and is doing great in his new settings. Way to go!
- AEC also has 2 high school students from ISD 197 and ISD 199 and 1 middle school student from ISD 200 that have started transitioning back to their home districts with a couple of classes a day. Keep up the good work!
- We are expanding at CEC! We are in the process of adding 2 full-time teachers to our staff, which will hopefully pull some students off the SUN-individual wait list. We have a group of kindergarten students who are in the process of getting ready to transition from individual programming to group programming -- they have made SO MUCH progress since school started. We also had a new student start --- seen below. He has been very successful at Concord and wanted to let his staff know how much he loves being here, so he wore fun footie pajamas to school for a whole week! This picture was taken right after he lost his front tooth. We love being an educational placement that has the ability to be flexible for students with significant needs.



Good News Report  
Secondary Programs  
February, 2020

-Chef Patty LaBeau and Kari McElveen, FACS teacher from Kennedy HS in Bloomington, brought their classes together two times in January, 2020.

On January 10th, Chef Patty went to present and cook for the Basic Foods class (35 students) at their school. She prepared Penne Pasta Alfredo and talked about general work skills/soft skills and described the CTE program options at ISD # 917.

On January 16th, the Advanced Foods class (25 students) came to the Fundamental Chef Training kitchen and prepared Pork Normandy (sauteed pork loin with bacon & apples in a demi-glaze sauce). The Bloomington students were excited to work in a commercial kitchen and learn about the CTE program options at ISD # 917.

This is an annual exchange that the students look forward to and talk about when asked about the classes.

-Mechatronics classes Friday, Jan 24, completed the first step in making concrete to test strength - using hydraulic tester. Students met with DCTC Civil Engineering instructor, Professor Alan Hancock, to make concrete. Students also learned the graduates from the 2-year Civil Engineering Technical program are the highest paid graduates from DCTC as well as most employable with an average of 3 - 5 job offers per student in their last year of the program.



-This is a field trip to Hoffman and McNamara Nursery and Landscape company in Hastings, MN. Students learned about a variety of careers in landscape, horticulture, and plant biology. Adam Rachuy and Patti Mattos-DCALS teachers took the students.



-Quinn Peterson and the CTE class went to the DCTC Transportation Career fair down the hall a couple of weeks ago during my CTE class. We bumped into Mr. Paul Thomas, former DCALS and CTE student, manning a booth for his employer, DSI/LSI in Lakeville, MN. Paul Thomas is working as a mechanic at Dicks/Lakeville Sanitation. He shared some personal wisdom with

our Construction Trades (Paul Landwehr - instructor) student. Both students have been lucky enough to have been in Mr. Landwehr's class learning some awesome life and job skills. Congrats Paul Thomas on your fulfilling your goal as a mechanic! And we look forward to hearing from Quinn in his future endeavors. Your future looks bright!



-DCALS North Students have volunteered a combined 65 hours so far this year with local non-profits including Neighbor's Inc., Feed My Starving Children and Sharing and Caring Hands. Our opportunity to serve with Neighbor's every 3 weeks has us labeling and sorting food or preparing other items for food shelf distribution. Students learn about the many resources available to them through Neighbor's as well, including access to a discount clothing store, food

shelf, Holiday Gift Program, financial assistance and of course, an outlet for giving back through volunteering!

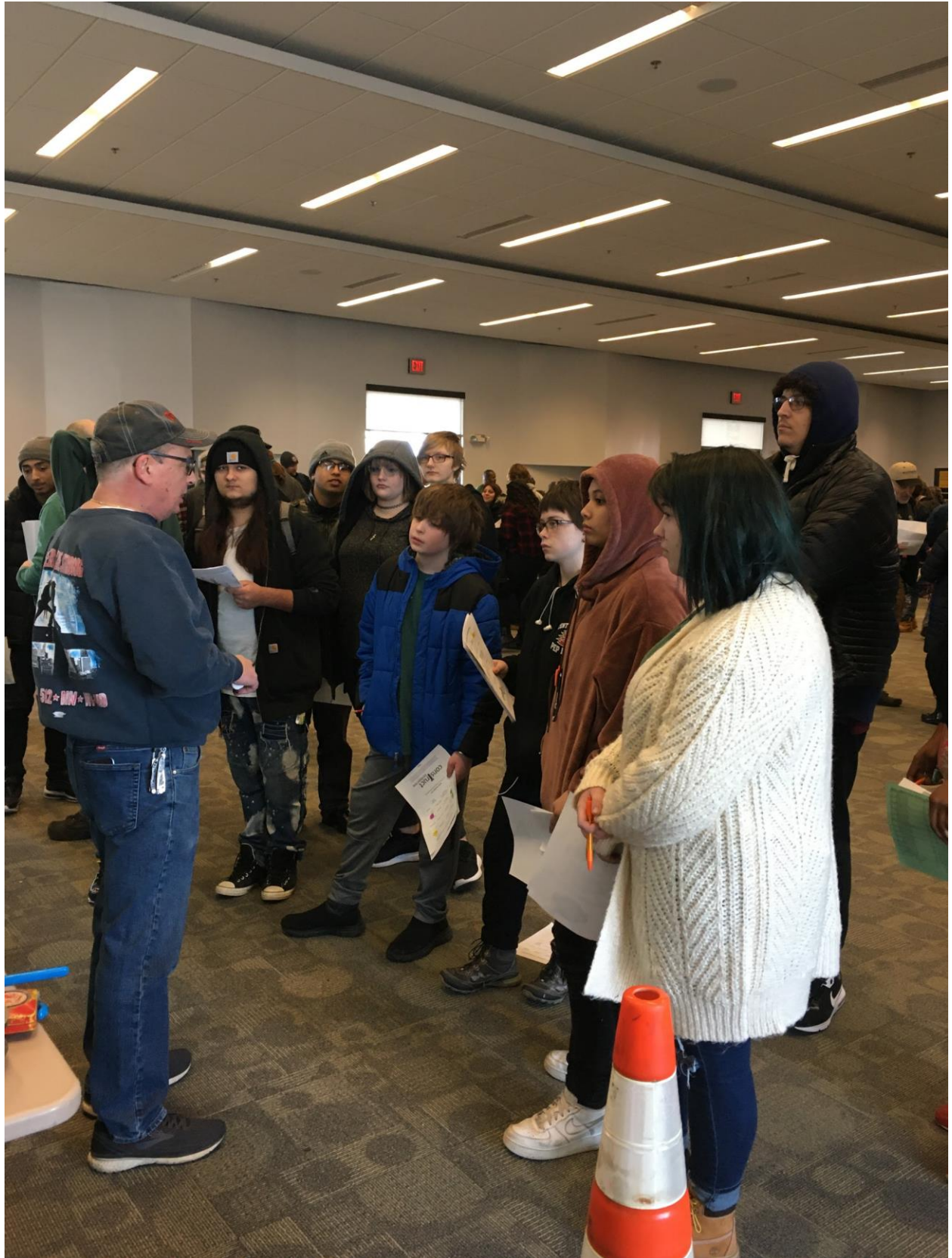


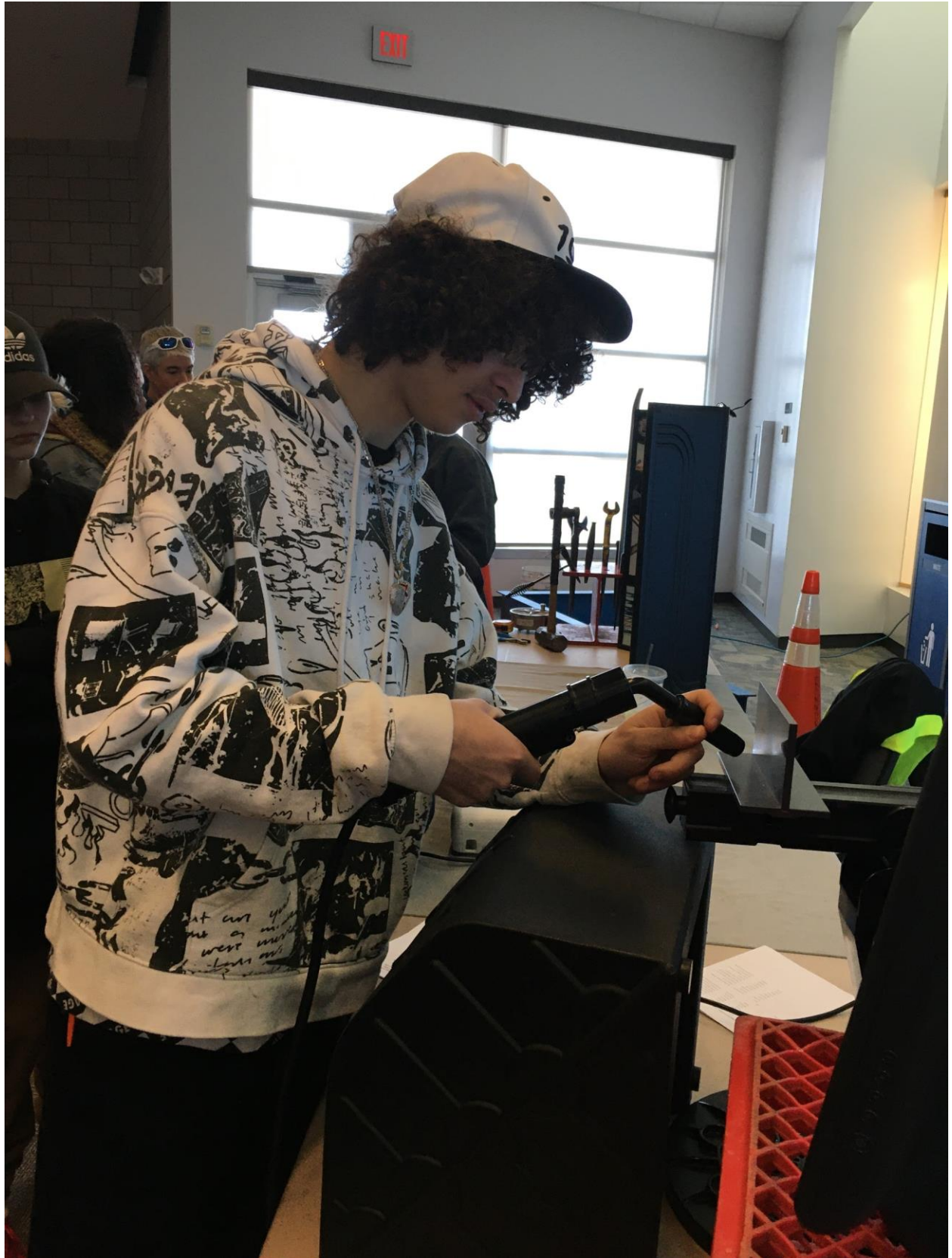


-On Thursday, January 16th students and staff from our DCALS Main and North campus attended the Construct Tomorrow event in Blaine. Our students have been attending these events for the past 6 years and our program was involved in the first Construct Tomorrow event at St. Paul Harding HS. Adam Rachuy, Cherry Cramer, and Norm Smith attended with our students.













## REMINDER THAT THE MONTH OF FEBRUARY IS AMERICAN HEART MONTH!



Heart disease is the **No. 1 cause of death.**



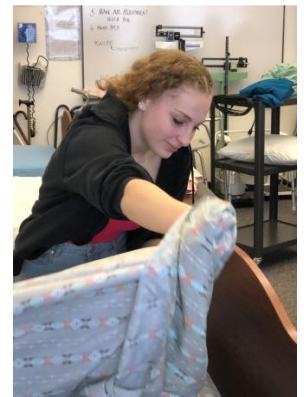
Simple healthy choices  
lead to more quality  
years in your life.

[www.heart.org](http://www.heart.org)

February is Heart Month! Here are some tips to reduce your risk of heart disease, which is the #1 Cause of Death!

1. If you smoke...**QUIT!**
2. Know Your Numbers, Blood Pressure, **\*130/80 is the new borderline high blood pressure reading, Cholesterol, and Weight**
3. Exercise 30 minutes most days of the week or take a 20 minute walk everyday
4. Eat a variety of nutritious foods
5. **Age.** Men age 45 or older and women age 55 or older are more likely to have a heart attack than are younger men and women

Nursing Assistant classes are in FULL swing and students are learning lots of new skills, especially bed making, use of transfer belts, ambulating and learning about the different body positions.





## JASON STRAUCH Guest Speaker

On January 9, 2020, **Jason Strauch** came to all three classes to talk to our CTE and DCALS students about **“Respect vs Trust”** and the importance of **“Time”**. He is a man of many hats, such as: an EMT, Police Officer, Orthopedic Nurse Assistant for surgery, SSG MN National Guard (currently), two tours to Iraq as a Combat Veteran, and Combat Medic and Security Officer, Dad of two children ages 9 and 7, and son-in-law to Carol Lundquist. He always brings real stories, humor, different perspectives, and of course, more humor.

**Jason brought to their attention several important concepts to remember:**

- “Time is your greatest asset we will ever have, time is something that cannot be returned, use time wisely”
- **“I don’t know” is NOT an answer. No excuses!**
- Understand EMPATHY
- “The key is not spending time, but investing in it”
- “Most people don’t listen with the intent to understand; they listen with the intent to reply.”
- “Trust is more important than Respect”
- “There’s a time to be sorry and there is a time to change your behavior”
- “Recognize failure”
- “Body language 70%, Tone of voice 20%, and Words 10%”
- “Facebook and Twitter: Potential employers will check, your information will always be out there, who you are on social media is how people will look at you. Trust me; they can/will get into your accounts!”

**Student Reviews:**

- “Yes, he actually made me want to listen, because he was one of us!”
- “This guy knew how to speak to alternative high school and regular students, so cool
- WOW..... Please, bring this guy back!”
- I thought I was a loser, not anymore, dude-there is hope!
- “Yes, this guy is the realist and most knowledgeable person out there, really gets to the point!”



# Prism Clinical Research

On January 22, 2020 the Medical Careers and DCALS students visited “Prism Clinical Research in St. Paul. It was an amazing trip and everyone learned a lot. The “Quality Assurance Manager” was a former DCALS teacher a few years ago, and she arranged the entire tour for us along with a question and answer period at the end. Thank you Kerri Wichern!

Prism Clinical Research is a clinical research facility committed to the successful completion of clinical trials through the cooperative efforts of our highly-trained staff, our volunteer populations and our pharmaceutical and academic partners. It takes the coordination of many varied people and organizations to see a drug through the clinical trial process, and Prism is the hub that keeps the wheel turning.

## Responsibilities

Prism Research has several studies for healthy college age Men and Women with compensation ranging from \$900 to \$3,600 for study participation time. Want to find out more? Contact us today!



**\*\*\*\*\*On January 15, 2020 Carol Lundquist and Becky Rachuy were Re-Certified as a BLS and First Aid Instructor through the American Heart Association and our Training Site known as “LifeSavers”. This certification is good for 2 years.**



**Intermediate School District #917  
School Board**

**RESOLUTION**

Board member \_\_\_\_\_ introduced the following Resolution:

WHEREAS, Intermediate School District #917 provides educational services to member and non-member districts throughout Dakota County and beyond, and

WHEREAS, the quality of these educational opportunities offered by Intermediate School District #917 are unquestionably high, and

WHEREAS, Intermediate School District #917 students have demonstrated a high degree of success as a result of their participation in Intermediate School District #917 programs, and

WHEREAS, the success of Intermediate School District #917 programs and student achievement is enhanced by the talents and efforts of our paraprofessional staff, and

WHEREAS, the week of January 27-31, 2020, has been designated as “Paraprofessional Recognition Week” by the Governor of the State of Minnesota,

NOW, THEREFORE, BE IT RESOLVED, by the School Board of Intermediate School District #917 and on behalf of the participating school districts, parents and students as follows:

**The School Board of Intermediate School District #917 formally recognizes the outstanding efforts and performance of its program, student, and classroom assistants, technical tutors, and health associates and thanks these talented and dedicated people for their service and dedication to the students of our intermediate district.**

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.

Enacted by the School Board of Intermediate School District #917 this 4<sup>th</sup> day of February, 2020.

*Jill Lewis*

*DeeDee Currier*

*Tom Bennett*

*Vanda Pressnall*

*Wendy Felton*

*Byron Schwab*

*Melissa Sauser*

*Russ Rohloff*

*Kathy Lewis*



## Intermediate School District 917

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Rosemount, MN 55068-2999  
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Fax: (651) 423-8781  
[www.isd917.org](http://www.isd917.org)

*Working in Partnership with Students, School Districts, Communities, and Industries*

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**Mark A. Zuzek**, Superintendent  
**Nicolle Roush**, Business Manager  
**Melissa Schaller**, Director of Special Education  
**Eric Van Brocklin**, Principal of DCALS / Career Technical Center

TO: Program Assistants  
Student Assistants  
Classroom Assistants  
Technical Tutors  
Health Associates

FROM: Mark Zuzek, Melissa Schaller, Eric Van Brocklin, and the Board of Education

DATE: January 27, 2020

RE: Letter of Thanks in Recognition of Minnesota Paraprofessional  
Appreciation Week – January 27-31, 2020

We understand the challenges that you face each day as you support students that require your patience, empathy, forgiveness, and resilience. Students, parents, and member districts judge our programs and services based on the personal/professional experiences you have with them each day.

We know that at times the work you do can feel tiresome and underappreciated. You are buoyed each day by the small successes of a child, the praise from your supervising teacher, the playful spirit of your colleagues, and your personal confidence that your efforts make a big difference in someone else's life. On behalf of the school board, Melissa, Eric, and I express the deep gratitude of the leadership team. We know from our own observations and from the comments of our assistant directors and teaching staff how essential your contributions are to the success of our programs and the well-being of our students. The School Board will be approving a Resolution at the next School Board meeting on February 4<sup>th</sup>, 2020 in support of your efforts.

On behalf of Melissa, Eric, the School Board and myself, we would like to thank you for all that you do to further the education of the students of Intermediate School District #917.

MZ:ljb



STATE of MINNESOTA

Proclamation

WHEREAS: Minnesota is home to more than 20,000 paraprofessionals who provide services in multiple settings within schools, including support for instruction, student activities, and for individual students, as well as numerous other tasks that contribute to educational success; and

WHEREAS: The support and services provided by paraprofessionals are integral to student achievement, resulting in even better, more effective Minnesota schools, and

WHEREAS: The State of Minnesota and the Minnesota Department of Education are committed to excellence in education and recognize the important role that paraprofessionals play in ensuring educational success; and

WHEREAS: The Minnesota Department of Education will celebrate the contributions of paraprofessionals during Paraprofessional Recognition Week, which runs from January 27 through January 31, 2020.

NOW, THEREFORE, I, TIM WALZ, Governor of Minnesota, do hereby proclaim the week of January 27 through January 31, 2020, as:

PARAPROFESSIONAL RECOGNITION WEEK

in the State of Minnesota.



IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Minnesota to be affixed at the State Capitol this 6th day of January.

[Handwritten signature of Tim Walz]

GOVERNOR

[Handwritten signature of Steve Pimm]

SECRETARY OF STATE

# School Boards are Essential to School Success!

Celebrating School Board Recognition Week February 17-21, 2020

The Intermediate School District 917 School Board members serving our district and their years of service are as follows:

**Chair – Jill Lewis** – Board Member since 1995 - 25 years (Officer for 22 years) – Representing Inver Grove Heights

**Vice-Chair – Russ Rohloff** – Board Member since 2017 – three years - Representing Hastings

**Treasurer – Kathy Lewis** - Board member since 2019 – (Officer for six months)-representing Lakeville (Kathy was a previous 917 Board member from 2007-2013 and also Treasurer for one year)

**Clerk - Vanda Pressnall** – Board Member since 2001 - 19 years (Officer for 14 years) – Representing Randolph

**Melissa Sauser** – Board Member since 2013 – seven years (Officer for two years) – Representing Farmington

**Dr. DeeDee Currier** – Board Member since 2017 – three years - Representing Burnsville

**Tom Bennett** – New Board Member as of January 2020 – Representing Bloomington

**Byron Schwab** – Board Member since 2017 - three years – Representing West St. Paul/Eagan/Mendota Heights

**Wendy Felton** – Board Member since 2016 – four years – Representing South St. Paul

School Board members play a vital role in establishing policies to ensure an efficient, effective school system and represent our local education interests to state and federal government, ensuring compliance with state and federal law.

School Board members are strong advocates for public education and are responsible for communicating the needs of the school district to the public. All School Board members recognize the importance of public education in our community.

Thank you to all our School Board members for their year-round commitment to 917!

## INTERMEDIATE SCHOOL DISTRICT 917

A School Board Meeting of the Intermediate School District 917 School Board was held on Tuesday, January 7, 2020, at 1300 145<sup>th</sup> Street East, Rosemount, MN.

**Members Present:** DeeDee Currier, Kathy Lewis, Jill Lewis, Vanda Pressnall, Byron Schwab, Russ Rohloff, Melissa Sauser, and ex-officio member Superintendent Mark Zuzek.

**Members Absent:** Wendy Felton

**Also Present:** Nicolle Roush, Eric VanBrocklin, Melissa Schaller, Tom Bennett, Mike Gadboys, and Linda Berg

School Board Chair Jill Lewis called the meeting to order at 5:00 PM.

There were no visitors to be heard.

The good news reports were presented.

1. Motion by Byron Schwab, seconded by Russ Rohloff, to approve the consent items, as presented. All present voted aye. Motion carried.
  - **Minutes:** December 3, 2019, Regular School Board Meeting
  - **Personnel:** *New Hires:* *New hires:* Sarah Easley, Administrative Assistant II, effective December 9, 2019. Whitney Hauser, Classroom Assistant, effective December 12, 2019. Jayme Judnick, Classroom Assistant, effective January 02, 2020. Tammy Mitchell, Classroom Assistant, effective December 04, 2019. Savannah Nelson, Classroom Assistant, effective January 02, 2020. Maria Robinson, Classroom Assistant, effective January 06, 2020. Amber Scherer, Special Ed Teacher, effective January 02, 2020. Misty Schroeder, Classroom Assistant, effective December 12, 2019. *Rehires:* Abby Hedquist, Classroom Assistant, effective January 06, 2020. Andrea Menzia, Classroom Assistant, effective December 09, 2019. Mary Stadelmann, Classroom Assistant, effective January 8, 2020. *Change in Status:* Tara Brenner, Program Assistant to Administrative Assistant II, effective December 12, 2019. Kirstie Gabbert, Teacher, returning from leave of absence, effective January 13, 2020. Alison Hild, Teacher to Classroom Assistant, effective December 09, 2019. Julie Illa, Administrative Assistant II to Administrative Assistant III, effective January 02, 2020. *Resignation & Terminations:* D'Andre Gordon, Classroom Assistant, effective December 20, 2019. Kara Hanson, Classroom Assistant, effective December 20, 2019. Jonathan Harlin, Special Education Teacher, effective December 6, 2019. Whitney Hauser, Classroom Assistant, effective December 16, 2019. Michael Knapp, Classroom Assistant, effective December 10, 2019. Lauren Melzer, Teacher, effective December 20, 2019. Moriah Peterson, Classroom Assistant, effective November 27, 2019. Amun Said, Classroom Assistant, effective December 12, 2019. Kristi Stirler, Classroom Assistant, effective December 20, 2019.
  - **Policies:** 412-Expense Reimbursement; 417-Chemical Use and Abuse; 532 – Use of Peace Officers and Crisis Teams to Remove Students; 709 – Student Transportation Safety Policy; 535-Service Animals in Schools. (Addendum A.)
2. Motion by Vanda Pressnall, seconded by Russ Rohloff, to approve the bills from November 21, 2019, to December 31, 2019, wire transfers and Investment Report for the month of November, as presented by the Business Manager. All present voted aye. Motion carried.

3. Motion by Kathy Lewis, seconded by DeeDee Currier, to approve the donations as presented. (Addendum B.) Roll call vote. All present voted aye. Motion carried.
4. Motion by Melissa Sauser, seconded by Byron Schwab, to approve the Temporary Work Agreement as presented. (Addendum C.) All present voted aye. Motion carried.
5. Motion by Kathy Lewis, seconded by Russ Rohloff, to approve the Accounts Receivable Aging Report, as presented by the Business Manager. (Addendum D.) All present voted aye. Motion carried.
6. A brief review of the AESA (Association of Educational Service Agencies) conference was given by the board members in attendance.

Superintendent Zuzek reviewed the findings and recommendations of a thorough analysis of staffing and infrastructure at the district level. The recommendations have been strategically developed to manage growth to meet the needs of member districts and remain a good steward of the financial resources. The plan is subject to change as resources, student populations, and program needs change.

7. Motion by Russ Rohloff, seconded by Vanda Pressnall, to request the Board's support in the conceptual plans reviewed for the future of ISD 917 and to proceed with Phase I and II as presented by Superintendent Zuzek. (Addendum E.) All present voted aye. Motion carried.
8. Chair Lewis passed out the Superintendent's evaluation to the Board members. The School Board reviewed Superintendent Mark Zuzek's annual performance. The School Board was very pleased with the results.
9. Motion by Byron Schwab, seconded by DeeDee Currier, to adjourn the meeting. All present voted aye. Motion carried.

There being no further business the meeting adjourned at 6:22 PM.

The next regular School Board Meeting will be Tuesday, February 4, 2020, at 5:00 PM, in the 917 Board Room at Dakota County Technical College, Rosemount.

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Clerk

**SUMMARY OF PERSONNEL ITEMS RECOMMENDED  
FOR ACTION AT BOARD MEETING OF FEBRUARY 4, 2020**

**NEW HIRES:**

Todd Alexander, Classroom Assistant, effective January 28, 2020.

Edward Carter, Classroom Assistant, effective January 07, 2020.

Ebony Harris, Classroom Assistant, effective January 13, 2020.

Destiny Hobson, Classroom Assistant, effective January 13, 2020.

Tammi Holter, Classroom Assistant, effective January 22, 2020.

Alysha Kandel, Classroom Assistant, effective January 31, 2020.

Kannon O'Brien, Classroom Assistant, effective January 13, 2020.

Tiffany Pennington, Classroom Assistant, effective January 14, 2020.

Whitney Swaner, Classroom Assistant, effective January 27, 2020.

**RE-HIRES:**

**CHANGE IN STATUS:**

Kennedy Pelzel, Student Assistant to Classroom Assistant, effective January 06,2020.

Michelle Vincent, Student Assistant to Classroom Assistant, effective January 13,2020.

**LEAVES OF ABSENCE:**

Paula Olson, Program Assistant, effective January 3-15, 2020.

**RESIGNATION & TERMINATIONS:**

Amber Belter, Classroom Assistant, effective January 31, 2020.

Olivia Brown, Sign Language Speech, effective December 20, 2019.

Rachel Doffing, Classroom Assistant, effective January 16, 2020.

Kerry Goetz, Classroom Assistant, effective January 15, 2020.

Michelle Stromme, Classroom Assistant, effective January 27, 2020

**RETIREMENTS:**

Mary Callister, Special Education Teacher, effective June 30, 2020.

Linda Lacher-Goddard, Speech Language Pathologist, effective June 5, 2020.

Mary Weiland, Physical Therapist, effective June 4, 2020.

<u>Last name</u>	<u>First name</u>	<u>Position</u>	<u>New Hire, Rehire, or Employee Status Change</u>	<u>Site</u>	<u>Program</u>	<u>Reason for Vacancy</u>	<u>Educational Level</u>	<u>Lane &amp;/or Step</u>	<u>Salary/ Hourly Rate</u>	<u>Start/ Effective Date</u>
ALEXANDER	TODD	Classroom Asst	New Hire	Concord	SUN	Replace Resignation	Bachelor's degree	Step 1	\$18.01	1/28/20
CARTER	EDWARD	Classroom Asst	New Hire	Concord	SUN	Replace Transfer	> 60 credits	Step 3	\$18.81	1/7/20
HARRIS	EBONY	Classroom Asst	New Hire	Cedar	SUN	Replace Term	Associate's degree	Step 1	\$18.01	1/13/20
HOBSON	DESTINY	Classroom Asst	New Hire	Cedar	SUN	Replace Resignation	> 60 credits	Step 1	\$18.01	1/13/20
HOLTER	TAMMI	Classroom Asst	New Hire	Concord	SUN	Replace Resignation	> 60 credits	Step 2	\$18.41	1/22/20
KNANDEL	ALYSHA	Classroom Asst	New Hire	Concord	SUN	Addition	Bachelor's degree	Step 1	\$18.01	1/31/20
O'BRIEN	KANNON	Classroom Asst	New Hire	Cedar	SUN	Replace Resignation	> 60 credits	Step 1	\$18.01	1/13/20
PELZEL	KENNEDY	Classroom Asst	Status Change	Alliance	IDEA	Replace Transfer				
PENNINGTON	TIFFANY	Classroom Asst	New Hire	Concord	SUN	Replace Term	< 60 credits, Passed ParaPro	Step 1	\$18.01	1/14/20
SWANER	WHITNEY	Classroom Asst	New Hire	Concord	SUN	Addition	Bachelor's degree	Step 1	\$18.01	1/27/20
VINCENT	MICHELLE	Classroom Asst	Status Change	Cherry View Elementary	PACES	Replace Transfer	< 60 credits, Passed ParaPro	Step 1	\$18.01	1/13/20

**Intermediate School District #917  
School Board**

**Resolution to Accept Donations**

Board member \_\_\_\_\_ introduced the following Resolution:

RESOLVED, that the School Board of Intermediate School District 917 accept the following donation, as indicated below, in the amount of \$926.

1. Donation of \$926 to the student activities across all district programs from Marathon Petroleum Corporation in St. Paul Park. (Value: \$926.)

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

\_\_\_\_\_ and the following voted against the same: \_\_\_\_\_.

Whereupon said resolution was duly passed and adopted.

Date Board Approved: \_\_\_\_\_

SOURCEWELL  
 DATE: 01/29/2020  
 TIME: 14:34:11

INTERMEDIATE SCHOOL DISTRICT  
 CHECK REGISTER INCLUDING SYSTEM VOIDS

PAGE NUMBER: 1  
 ACCTPA21  
 ACCOUNTING PERIOD: 7/20

SELECTION CRITERIA: chkstat.rundate between '20200101 00:00:00.000' and '20200129 00:00:00.000'

DISTRIBUTION FUND: 01

CHECK NUMBER	ISSUE DATE	VENDOR	STATUS	TOTAL	DESCRIPTION
1902312	01/08/2020	METRO ECSU-REGION 11 ISD #920	V	-75.00	VOID MANUAL CHECK
* 1902535	01/02/2020	CENTURYLINK	R	1069.83	ACCOUNTS PAYABLE CHECK
1902536	01/02/2020	CITY OF ROSEMOUNT	R	1424.14	ACCOUNTS PAYABLE CHECK
* 1902536	01/13/2020	CITY OF ROSEMOUNT	V	-1424.14	VOID MANUAL CHECK
1902537	01/02/2020	FRONTIER COMMUNICATIONS	R	500.00	ACCOUNTS PAYABLE CHECK
1902538	01/02/2020	NASCO	R	262.96	ACCOUNTS PAYABLE CHECK
1902539	01/02/2020	SAM'S CLUB/SYNCHRONY BANK	R	671.54	ACCOUNTS PAYABLE CHECK
1902540	01/02/2020	STRATEGIC STAFFING SOLUTIONS	R	22120.00	ACCOUNTS PAYABLE CHECK
1902541	01/02/2020	U.S. BANK CHARLOTTE	R	408850.00	ACCOUNTS PAYABLE CHECK
1902542	01/02/2020	XCEL ENERGY	R	8594.91	ACCOUNTS PAYABLE CHECK
1902543	01/09/2020	ALL IN ONE TRANSLATION AGENCY, LLC	R	461.25	ACCOUNTS PAYABLE CHECK
1902544	01/09/2020	AMAZON.COM, LLC	V	0.00	VOID: MULTI STUB CHECK
1902545	01/09/2020	AMAZON.COM, LLC	V	0.00	VOID: MULTI STUB CHECK
1902546	01/09/2020	AMAZON.COM, LLC	R	5896.08	ACCOUNTS PAYABLE CHECK
1902547	01/09/2020	APPLE COMPUTER, INC	R	308.00	ACCOUNTS PAYABLE CHECK
1902548	01/09/2020	CENTURYLINK COMMUNICATIONS, LLC	R	195.81	ACCOUNTS PAYABLE CHECK
1902549	01/09/2020	CITY OF APPLE VALLEY	R	590.00	ACCOUNTS PAYABLE CHECK
1902550	01/09/2020	LOVING GUIDANCE INC	R	225.40	ACCOUNTS PAYABLE CHECK
1902551	01/09/2020	CREATIVELY FOCUSED	R	768.00	ACCOUNTS PAYABLE CHECK
1902552	01/09/2020	CUB FOODS - APPLE VALLEY	R	105.91	ACCOUNTS PAYABLE CHECK
1902553	01/09/2020	CUB FOODS - ROSEMOUNT	R	393.53	ACCOUNTS PAYABLE CHECK
1902554	01/09/2020	DAKOTA COUNTY RTLC	R	365.75	ACCOUNTS PAYABLE CHECK
1902555	01/09/2020	DISTRICT 191 FOOD SERVICE	R	764.70	ACCOUNTS PAYABLE CHECK
1902556	01/09/2020	GOVCONNECTION INC	R	396.04	ACCOUNTS PAYABLE CHECK
1902557	01/09/2020	GREATER MINNESOTA FAMILY SERVICES	R	300.00	ACCOUNTS PAYABLE CHECK
1902558	01/09/2020	HENNEPIN COUNTY MEDICAL CENTER	R	117.00	ACCOUNTS PAYABLE CHECK
1902559	01/09/2020	IND SCH DIST 191	R	26405.40	ACCOUNTS PAYABLE CHECK
1902560	01/09/2020	IND SCH DIST 191	R	3240.56	ACCOUNTS PAYABLE CHECK
1902561	01/09/2020	KAREN CASS FELLING, M.A., LP	R	600.00	ACCOUNTS PAYABLE CHECK
1902562	01/09/2020	LIFESAVERS	R	240.00	ACCOUNTS PAYABLE CHECK
1902563	01/09/2020	METRO ECSU-REGION 11 ISD #920	R	85.00	ACCOUNTS PAYABLE CHECK
1902564	01/09/2020	MN HISTORICAL SOCIETY	R	80.00	ACCOUNTS PAYABLE CHECK
1902565	01/09/2020	OUTDOOR IMAGES, INC	R	294.00	ACCOUNTS PAYABLE CHECK
1902566	01/09/2020	PROCARE THERAPY	R	2025.00	ACCOUNTS PAYABLE CHECK
1902567	01/09/2020	PTM DOCUMENT SYSTEMS	R	169.95	ACCOUNTS PAYABLE CHECK
1902568	01/09/2020	RATWICK, ROSZAK & MALONEY, P.A.	R	2770.75	ACCOUNTS PAYABLE CHECK
1902569	01/09/2020	REINHART FOODSERVICE, LLC	R	808.84	ACCOUNTS PAYABLE CHECK
1902570	01/09/2020	SHRED-IT USA	R	490.00	ACCOUNTS PAYABLE CHECK
1902571	01/09/2020	SOURCEWELL TECHNOLOGIES	R	288.69	ACCOUNTS PAYABLE CHECK
1902572	01/09/2020	SUNBELT STAFFING, LLC	R	6089.08	ACCOUNTS PAYABLE CHECK
1902573	01/09/2020	TEACHERS ON CALL	V	0.00	VOID: MULTI STUB CHECK
1902574	01/09/2020	TEACHERS ON CALL	R	24647.84	ACCOUNTS PAYABLE CHECK
1902575	01/09/2020	TRIG LIFE SERVICES	R	1120.00	ACCOUNTS PAYABLE CHECK
1902576	01/09/2020	TRUSTED EMPLOYEES	R	2.00	ACCOUNTS PAYABLE CHECK
1902577	01/09/2020	UNIQUE SOFTWARE CORP	R	179.00	ACCOUNTS PAYABLE CHECK
1902578	01/09/2020	UNIV OF MN	R	21.00	ACCOUNTS PAYABLE CHECK
1902579	01/09/2020	VERIZON WIRELESS	R	1200.30	ACCOUNTS PAYABLE CHECK
1902580	01/13/2020	CITY OF ROSEMOUNT	R	1424.14	ACCOUNTS PAYABLE CHECK
1902581	01/13/2020	S.E.P., LOCAL 4242	R	3833.75	ACCOUNTS PAYABLE CHECK
1902582	01/16/2020	WISCONSIN SCTF	R	995.39	ACCOUNTS PAYABLE CHECK
1902583	01/16/2020	EDUCATION MINNESOTA, LOCAL 3904	R	9570.15	ACCOUNTS PAYABLE CHECK
1902584	01/16/2020	DEPARTMENT OF EDUCATION AWG	R	138.66	ACCOUNTS PAYABLE CHECK
1902585	01/16/2020	F.H. CANN & ASSOCIATES, INC	R	92.44	ACCOUNTS PAYABLE CHECK

SOURCEWELL  
 DATE: 01/29/2020  
 TIME: 14:34:11

INTERMEDIATE SCHOOL DISTRICT  
 CHECK REGISTER INCLUDING SYSTEM VOIDS

PAGE NUMBER: 2  
 ACCTPA21  
 ACCOUNTING PERIOD: 7/20

SELECTION CRITERIA: chkstat.rundate between '20200101 00:00:00.000' and '20200129 00:00:00.000'

1902586	01/16/2020	NCPERS GROUP LIFE INS	R	32.00	ACCOUNTS PAYABLE CHECK
1902587	01/16/2020	O.P.E.I.U., LOCAL 12	R	444.28	ACCOUNTS PAYABLE CHECK
1902588	01/16/2020	RELATED SERVICES NURSES ESP	R	236.50	ACCOUNTS PAYABLE CHECK
1902589	01/16/2020	S.E.P., LOCAL 4242	R	3763.97	ACCOUNTS PAYABLE CHECK
1902590	01/16/2020	UNITED WAY, GREATER TWIN CITIES	R	135.00	ACCOUNTS PAYABLE CHECK
1902591	01/16/2020	IVY FUNDS	R	2340.63	ACCOUNTS PAYABLE CHECK
1902592	01/16/2020	ACCELERATED TECHNOLOGIES	R	640.00	ACCOUNTS PAYABLE CHECK
1902593	01/16/2020	ACCIDENT FUND GENERAL INSURANCE CO	R	35445.00	ACCOUNTS PAYABLE CHECK
1902594	01/16/2020	ALL IN ONE TRANSLATION AGENCY, LLC	R	697.50	ACCOUNTS PAYABLE CHECK
1902595	01/16/2020	ASL INTERPRETING SERVICES, INC	R	1856.00	ACCOUNTS PAYABLE CHECK
1902596	01/16/2020	BLUE BELL ENTERPRISES INC	R	11966.58	ACCOUNTS PAYABLE CHECK
1902597	01/16/2020	BRAINPOP LLC	R	202.50	ACCOUNTS PAYABLE CHECK
1902598	01/16/2020	CARQUEST AUTO PARTS STORES	R	237.08	ACCOUNTS PAYABLE CHECK
1902599	01/16/2020	CUB FOODS - BURNSVILLE	R	80.15	ACCOUNTS PAYABLE CHECK
1902600	01/16/2020	FRONTIER COMMUNICATIONS	R	707.19	ACCOUNTS PAYABLE CHECK
1902601	01/16/2020	JESSICA DODGE	R	5487.48	ACCOUNTS PAYABLE CHECK
1902602	01/16/2020	JOHNSON CONTROLS FIRE PROTECTION LP	R	774.00	ACCOUNTS PAYABLE CHECK
1902603	01/16/2020	KAREN CASS FELLING, M.A., LP	R	500.00	ACCOUNTS PAYABLE CHECK
1902604	01/16/2020	MASA	R	299.00	ACCOUNTS PAYABLE CHECK
1902605	01/16/2020	METRO ECSU	R	45.00	ACCOUNTS PAYABLE CHECK
1902606	01/16/2020	MN DEPT OF EMPLOYMENT & ECON DEV.	R	7266.48	ACCOUNTS PAYABLE CHECK
1902607	01/16/2020	MN ENERGY RESOURCES CORPORATION	R	1721.06	ACCOUNTS PAYABLE CHECK
1902608	01/16/2020	MN SCHOOL PSYCHOLOGISTS ASSN	R	15.00	ACCOUNTS PAYABLE CHECK
* 1902608	01/27/2020	MN SCHOOL PSYCHOLOGISTS ASSN	V	-15.00	VOID MANUAL CHECK
1902609	01/16/2020	NORTHEAST METRO 916	R	1725.00	ACCOUNTS PAYABLE CHECK
1902610	01/16/2020	OFFICE OF MN.IT SERVICES	R	1536.57	ACCOUNTS PAYABLE CHECK
1902611	01/16/2020	PLANSOURCE BENEFITS ADMINISTRATION,	R	145.04	ACCOUNTS PAYABLE CHECK
1902612	01/16/2020	PROCARE THERAPY	R	2745.00	ACCOUNTS PAYABLE CHECK
1902613	01/16/2020	RATWICK, ROSZAK & MALONEY, P.A.	R	184.00	ACCOUNTS PAYABLE CHECK
1902614	01/16/2020	REINHART FOODSERVICE, LLC	R	1486.68	ACCOUNTS PAYABLE CHECK
1902615	01/16/2020	REPUBLIC SERVICES #923	R	673.81	ACCOUNTS PAYABLE CHECK
1902616	01/16/2020	RFL CONSTRUCTION	R	8932.00	ACCOUNTS PAYABLE CHECK
1902617	01/16/2020	SAM'S CLUB/SYNCHRONY BANK	R	103.98	ACCOUNTS PAYABLE CHECK
1902618	01/16/2020	SUNBELT STAFFING, LLC	R	8386.81	ACCOUNTS PAYABLE CHECK
1902619	01/16/2020	TEACHERS ON CALL	V	0.00	VOID: MULTI STUB CHECK
1902620	01/16/2020	TEACHERS ON CALL	R	14308.34	ACCOUNTS PAYABLE CHECK
1902621	01/16/2020	U.S. BANK	R	1800.00	ACCOUNTS PAYABLE CHECK
1902622	01/16/2020	WESTONE	R	767.25	ACCOUNTS PAYABLE CHECK
1902623	01/22/2020	AMAZON.COM, LLC	V	0.00	VOID: MULTI STUB CHECK
1902624	01/22/2020	AMAZON.COM, LLC	R	5871.00	ACCOUNTS PAYABLE CHECK
1902625	01/22/2020	CUB FOODS - INVER GROVE HTS	R	101.47	ACCOUNTS PAYABLE CHECK
1902626	01/22/2020	EDUCATORS BENEFIT CONSULTANTS, LLC	R	240.20	ACCOUNTS PAYABLE CHECK
1902627	01/22/2020	FRONTIER COMMUNICATIONS	R	1175.52	ACCOUNTS PAYABLE CHECK
1902628	01/22/2020	HEIDI M HAHN, ED.D.	R	391.75	ACCOUNTS PAYABLE CHECK
* 1902628	01/23/2020	HEIDI M HAHN, ED.D.	V	-391.75	VOID MANUAL CHECK
1902629	01/22/2020	MASTER TECHNOLOGY GROUP INC	R	225.00	ACCOUNTS PAYABLE CHECK
1902630	01/22/2020	MEDICAREBLUE RX	R	42.00	ACCOUNTS PAYABLE CHECK
1902631	01/22/2020	METRO ECSU/DEAFBLIND	R	40.00	ACCOUNTS PAYABLE CHECK
1902632	01/22/2020	MN SCHOOL BOARDS ASSN	R	310.00	ACCOUNTS PAYABLE CHECK
1902633	01/22/2020	PEARSON ASSESSMENTS/NCS PEARSON	R	56.00	ACCOUNTS PAYABLE CHECK
1902634	01/22/2020	REINHART FOODSERVICE, LLC	R	463.96	ACCOUNTS PAYABLE CHECK
1902635	01/22/2020	SUNBELT STAFFING, LLC	R	4694.95	ACCOUNTS PAYABLE CHECK
1902636	01/22/2020	TEACHERS ON CALL	R	10634.61	ACCOUNTS PAYABLE CHECK
1902637	01/22/2020	TIERNEY BROS. INC	R	102.35	ACCOUNTS PAYABLE CHECK
* 7700819	01/17/2020	MESSERLI & KRAMER P.A.	V	-220.78	VOID MANUAL CHECK
* 7700822	01/13/2020	S.E.P., LOCAL 4242	V	-3833.75	VOID MANUAL CHECK
*V4000422	01/23/2020	AERO DRAPERY & BLIND	R	10178.00	ACCOUNTS PAYABLE VOUCHER

SOURCEWELL  
 DATE: 01/29/2020  
 TIME: 14:34:11

INTERMEDIATE SCHOOL DISTRICT  
 CHECK REGISTER INCLUDING SYSTEM VOIDS

PAGE NUMBER: 3  
 ACCTPA21  
 ACCOUNTING PERIOD: 7/20

SELECTION CRITERIA: chkstat.rundate between '20200101 00:00:00.000' and '20200129 00:00:00.000'

*V4000423	01/23/2020	AMERICAN AIRLINES	R	311.00	ACCOUNTS PAYABLE VOUCHER
*V4000424	01/23/2020	AMERICAN TIME & SIGNAL	R	1185.10	ACCOUNTS PAYABLE VOUCHER
*V4000425	01/23/2020	ARK THERAPEUTIC	R	230.65	ACCOUNTS PAYABLE VOUCHER
*V4000426	01/23/2020	BAYADA HOME HEALTH CARE	R	1920.00	ACCOUNTS PAYABLE VOUCHER
*V4000427	01/23/2020	BRO-TEX CO.	R	475.31	ACCOUNTS PAYABLE VOUCHER
*V4000428	01/23/2020	WELLS FARGO	V	0.00	VOID: MULTI STUB VOUCHER
*V4000429	01/23/2020	WELLS FARGO	R	8610.33	ACCOUNTS PAYABLE VOUCHER
*V4000430	01/23/2020	CITY OF APPLE VALLEY	R	240.11	ACCOUNTS PAYABLE VOUCHER
*V4000431	01/23/2020	CITY OF INVER GROVE HTS	R	232.22	ACCOUNTS PAYABLE VOUCHER
*V4000432	01/23/2020	COUNCIL FOR EXCEP CHILDREN	R	440.00	ACCOUNTS PAYABLE VOUCHER
*V4000433	01/23/2020	DAKOTA COUNTY TECH COLLEGE	R	420.00	ACCOUNTS PAYABLE VOUCHER
*V4000434	01/23/2020	BECKMER PRODUCTS, INC	R	695.00	ACCOUNTS PAYABLE VOUCHER
*V4000435	01/23/2020	DEXYP	R	326.10	ACCOUNTS PAYABLE VOUCHER
*V4000436	01/23/2020	DISCOUNT SCHOOL SUPPLY	R	972.80	ACCOUNTS PAYABLE VOUCHER
*V4000437	01/23/2020	ESTR PUBLICATIONS	R	151.00	ACCOUNTS PAYABLE VOUCHER
*V4000438	01/23/2020	FOLLETT SCHOOL SOLUTIONS, INC	R	292.40	ACCOUNTS PAYABLE VOUCHER
*V4000439	01/23/2020	FUN AND FUNCTION	R	182.48	ACCOUNTS PAYABLE VOUCHER
*V4000440	01/23/2020	GRAINGER W W INC.	R	64.64	ACCOUNTS PAYABLE VOUCHER
*V4000441	01/23/2020	INNOVATIVE OFFICE SOLUTIONS	V	0.00	VOID: MULTI STUB VOUCHER
*V4000442	01/23/2020	INNOVATIVE OFFICE SOLUTIONS	R	3547.19	ACCOUNTS PAYABLE VOUCHER
*V4000443	01/23/2020	LAKESHORE LEARNING MATERIALS	R	1959.20	ACCOUNTS PAYABLE VOUCHER
*V4000444	01/23/2020	LS&S	R	170.95	ACCOUNTS PAYABLE VOUCHER
*V4000445	01/23/2020	MACMH (MN ASSOC FOR CHILDREN'S MENT	R	169.15	ACCOUNTS PAYABLE VOUCHER
*V4000446	01/23/2020	MCGRAW-HILL EDUCATION	R	274.58	ACCOUNTS PAYABLE VOUCHER
*V4000447	01/23/2020	MCKESSON MEDICAL	R	797.37	ACCOUNTS PAYABLE VOUCHER
*V4000448	01/23/2020	MN SCHOOL PSYCHOLOGISTS ASSN	R	2440.00	ACCOUNTS PAYABLE VOUCHER
*V4000449	01/23/2020	OFFICE DEPOT	R	596.76	ACCOUNTS PAYABLE VOUCHER
*V4000450	01/23/2020	PRO-ED, INC	R	154.00	ACCOUNTS PAYABLE VOUCHER
*V4000451	01/23/2020	PROFESSIONAL CRISIS MANAGEMENT ASSO	R	3150.00	ACCOUNTS PAYABLE VOUCHER
*V4000452	01/23/2020	RIFTON EQ/COMMUNITY PRODUCTS LLC	R	78.75	ACCOUNTS PAYABLE VOUCHER
*V4000453	01/23/2020	SCHOOL NURSE SUPPLY	R	478.68	ACCOUNTS PAYABLE VOUCHER
*V4000454	01/23/2020	SCHOOL SPECIALTY	R	766.11	ACCOUNTS PAYABLE VOUCHER
*V4000455	01/23/2020	SOUTHPAW ENTERPRISES	R	1314.91	ACCOUNTS PAYABLE VOUCHER
*V4000456	01/23/2020	SUDDORA	R	124.75	ACCOUNTS PAYABLE VOUCHER
*V4000457	01/23/2020	SUMMIT FIRE PROTECTION	R	600.00	ACCOUNTS PAYABLE VOUCHER
*V4000458	01/23/2020	SUPER TEACHERS WORKSHEETS	R	350.00	ACCOUNTS PAYABLE VOUCHER
*V4000459	01/23/2020	TARGET BANK	R	39.99	ACCOUNTS PAYABLE VOUCHER
*V4000460	01/23/2020	TELIN TRANSPORTATION GROUP, LLC	R	165.88	ACCOUNTS PAYABLE VOUCHER
*V4000461	01/23/2020	THE HOME DEPOT PRO	R	2947.61	ACCOUNTS PAYABLE VOUCHER
*V4000462	01/23/2020	UNIVERSAL CLEANING SERVICES	R	8370.34	ACCOUNTS PAYABLE VOUCHER
*V4000463	01/23/2020	USI	R	518.87	ACCOUNTS PAYABLE VOUCHER
*V4000464	01/23/2020	VIRCO MFG CORP	R	231.28	ACCOUNTS PAYABLE VOUCHER
*V6601903	01/09/2020	JAIME RENAE BARTELS	R	382.29	ACCOUNTS PAYABLE VOUCHER
*V6601904	01/09/2020	NATALIE ANN BORMANN	R	299.28	ACCOUNTS PAYABLE VOUCHER
*V6601905	01/09/2020	DON JAMES BUDACH	R	315.52	ACCOUNTS PAYABLE VOUCHER
*V6601906	01/09/2020	ANNE LOUISE BYER	R	87.00	ACCOUNTS PAYABLE VOUCHER
*V6601907	01/09/2020	MARY HELEN CALLISTER	R	91.43	ACCOUNTS PAYABLE VOUCHER
*V6601908	01/09/2020	JESSICA DAWN CHAMBLIN	R	202.42	ACCOUNTS PAYABLE VOUCHER
*V6601909	01/09/2020	KATHLEEN COLLINS	R	15.78	ACCOUNTS PAYABLE VOUCHER
*V6601910	01/09/2020	CYNTHIA GARWOOD DIVELY	R	40.60	ACCOUNTS PAYABLE VOUCHER
*V6601911	01/09/2020	KAREN STENE DOENGES	R	82.94	ACCOUNTS PAYABLE VOUCHER
*V6601912	01/09/2020	SARAH JOY FAIRBANKS	R	18.25	ACCOUNTS PAYABLE VOUCHER
*V6601913	01/09/2020	SHERILYN FAYE FRISQUE	R	68.44	ACCOUNTS PAYABLE VOUCHER
*V6601914	01/09/2020	RICHELLE E. GERNES	R	20.88	ACCOUNTS PAYABLE VOUCHER
*V6601915	01/09/2020	MEGAN MARIE GLOCKNER	R	44.66	ACCOUNTS PAYABLE VOUCHER
*V6601916	01/09/2020	AMY T. HURLA	R	10.00	ACCOUNTS PAYABLE VOUCHER
*V6601917	01/09/2020	AMY TAMARAH WOLF KAUFMAN	R	393.82	ACCOUNTS PAYABLE VOUCHER

SOURCEWELL  
DATE: 01/29/2020  
TIME: 14:34:11

INTERMEDIATE SCHOOL DISTRICT  
CHECK REGISTER INCLUDING SYSTEM VOIDS

PAGE NUMBER: 4  
ACCTPA21  
ACCOUNTING PERIOD: 7/20

SELECTION CRITERIA: chkstat.rundate between '20200101 00:00:00.000' and '20200129 00:00:00.000'

*V6601918	01/09/2020	ANNA MARIE LAMPHERE	R	181.54	ACCOUNTS PAYABLE VOUCHER
*V6601919	01/09/2020	SHEILA STEPHANIE LANG	R	12.76	ACCOUNTS PAYABLE VOUCHER
*V6601920	01/09/2020	CORY LEE LANGENFELD	R	72.50	ACCOUNTS PAYABLE VOUCHER
*V6601921	01/09/2020	KEARSTON MARGARET LAZARETTI	R	13.57	ACCOUNTS PAYABLE VOUCHER
*V6601922	01/09/2020	MELANIE FAY MANNINEN	R	11.83	ACCOUNTS PAYABLE VOUCHER
*V6601923	01/09/2020	MICHAELA ALYSE MENIGO	R	138.62	ACCOUNTS PAYABLE VOUCHER
*V6601924	01/09/2020	BRIAN RICHARD MOGA	R	55.10	ACCOUNTS PAYABLE VOUCHER
*V6601925	01/09/2020	MARTA LILLIAN NELSON	R	25.00	ACCOUNTS PAYABLE VOUCHER
*V6601926	01/09/2020	PATTIJO ELIZABETH NWOKEUKU	R	231.54	ACCOUNTS PAYABLE VOUCHER
*V6601927	01/09/2020	ALICIA JOY ODELL	R	23.32	ACCOUNTS PAYABLE VOUCHER
*V6601928	01/09/2020	RACHAEL MARIE OPSETH	R	105.04	ACCOUNTS PAYABLE VOUCHER
*V6601929	01/09/2020	AMANDA LYNN PETERS	R	131.66	ACCOUNTS PAYABLE VOUCHER
*V6601930	01/09/2020	BROOKE ALLYSON PETERSON	R	41.76	ACCOUNTS PAYABLE VOUCHER
*V6601931	01/09/2020	MELISSA RAE SCHALLER	R	10041.68	ACCOUNTS PAYABLE VOUCHER
*V6601932	01/09/2020	NICHOLE LEIGH SHORT	R	165.30	ACCOUNTS PAYABLE VOUCHER
*V6601933	01/09/2020	HEATHER LYNN STOESZ	R	290.58	ACCOUNTS PAYABLE VOUCHER
*V6601934	01/09/2020	DAVID LEON STOLL	R	156.02	ACCOUNTS PAYABLE VOUCHER
*V6601935	01/09/2020	KAYLEEN LAVONNE TAFFE	R	187.34	ACCOUNTS PAYABLE VOUCHER
*V6601936	01/09/2020	MARY ELIZABETH TAYLOR	R	100.34	ACCOUNTS PAYABLE VOUCHER
*V6601937	01/09/2020	KELLI BRIDGET THRON	R	196.62	ACCOUNTS PAYABLE VOUCHER
*V6601938	01/09/2020	ERIC JOSEPH VAN BROCKLIN	R	150.22	ACCOUNTS PAYABLE VOUCHER
*V6601939	01/09/2020	FRAN LOUISE WOOD	R	490.68	ACCOUNTS PAYABLE VOUCHER
*V6601940	01/22/2020	ELIZABETH SHAWL ANNONI	R	149.06	ACCOUNTS PAYABLE VOUCHER
*V6601941	01/22/2020	GINA MARIE ASHLEY	R	31.32	ACCOUNTS PAYABLE VOUCHER
*V6601942	01/22/2020	RICHARD CARL BERGSTROM	R	39.44	ACCOUNTS PAYABLE VOUCHER
*V6601943	01/22/2020	TARA JO BLACKERT	R	45.00	ACCOUNTS PAYABLE VOUCHER
*V6601944	01/22/2020	DONNA MAE BRITTAIN	R	82.94	ACCOUNTS PAYABLE VOUCHER
*V6601945	01/22/2020	OLIVIA STANISIC BROWN	R	43.50	ACCOUNTS PAYABLE VOUCHER
*V6601946	01/22/2020	DON JAMES BUDACH	R	90.00	ACCOUNTS PAYABLE VOUCHER
*V6601947	01/22/2020	ANNE LOUISE BYER	R	148.82	ACCOUNTS PAYABLE VOUCHER
*V6601948	01/22/2020	MARY HELEN CALLISTER	R	68.44	ACCOUNTS PAYABLE VOUCHER
*V6601949	01/22/2020	JESSICA ROSE CARVELLI	R	45.08	ACCOUNTS PAYABLE VOUCHER
*V6601950	01/22/2020	EMILY MARGARET CLARK	R	314.36	ACCOUNTS PAYABLE VOUCHER
*V6601951	01/22/2020	CHERRY KEY CRAMER	R	52.82	ACCOUNTS PAYABLE VOUCHER
*V6601952	01/22/2020	DEEDEE CHRISTINE CURRIER	R	33.50	ACCOUNTS PAYABLE VOUCHER
*V6601953	01/22/2020	CRAIG ALAN CURTIS	R	127.12	ACCOUNTS PAYABLE VOUCHER
*V6601954	01/22/2020	JAMIE AUTUMN DALBESIO	R	90.00	ACCOUNTS PAYABLE VOUCHER
*V6601955	01/22/2020	PEARL SUSAN DEVENOW	R	232.79	ACCOUNTS PAYABLE VOUCHER
*V6601956	01/22/2020	MEGHAN LOUISE DOBSON	R	90.00	ACCOUNTS PAYABLE VOUCHER
*V6601957	01/22/2020	JODI LYNN DYVIG	R	89.58	ACCOUNTS PAYABLE VOUCHER
*V6601958	01/22/2020	CARMEN MARIE EATON	R	45.00	ACCOUNTS PAYABLE VOUCHER
*V6601959	01/22/2020	VALERIE RAE ENFIEJIAN	R	296.96	ACCOUNTS PAYABLE VOUCHER
*V6601960	01/22/2020	KATHERINE DIANE ENGEL	R	41.18	ACCOUNTS PAYABLE VOUCHER
*V6601961	01/22/2020	SARAH JOY FAIRBANKS	R	9.45	ACCOUNTS PAYABLE VOUCHER
*V6601962	01/22/2020	ANGELITA LEE FLEMING	R	129.34	ACCOUNTS PAYABLE VOUCHER
*V6601963	01/22/2020	SHERILYN FAYE FRISQUE	R	92.00	ACCOUNTS PAYABLE VOUCHER
*V6601964	01/22/2020	PAMELA VICK GARRETSON	R	90.00	ACCOUNTS PAYABLE VOUCHER
*V6601965	01/22/2020	JAMIE LYN GASIOR	R	26.10	ACCOUNTS PAYABLE VOUCHER
*V6601966	01/22/2020	RICHELLE E. GERNES	R	48.30	ACCOUNTS PAYABLE VOUCHER
*V6601967	01/22/2020	ADDIE SUZANNE GESKE	R	155.62	ACCOUNTS PAYABLE VOUCHER
*V6601968	01/22/2020	KRISTIN EMILY GOESER	R	20.88	ACCOUNTS PAYABLE VOUCHER
*V6601969	01/22/2020	DONNA GAYLE GREENFIELD	R	439.28	ACCOUNTS PAYABLE VOUCHER
*V6601970	01/22/2020	SARA ELIZABETH GROVE	R	5.75	ACCOUNTS PAYABLE VOUCHER
*V6601971	01/22/2020	CELESTE MICHELE GRUSSING	R	29.00	ACCOUNTS PAYABLE VOUCHER
*V6601972	01/22/2020	THERESA JEAN GULBRANSEN	R	90.00	ACCOUNTS PAYABLE VOUCHER
*V6601973	01/22/2020	REBECCA AUDREY HAGUE	R	33.55	ACCOUNTS PAYABLE VOUCHER
*V6601974	01/22/2020	JANA LEE HEIDEMANN	R	20.88	ACCOUNTS PAYABLE VOUCHER

SOURCEWELL  
DATE: 01/29/2020  
TIME: 14:34:11

INTERMEDIATE SCHOOL DISTRICT  
CHECK REGISTER INCLUDING SYSTEM VOIDS

PAGE NUMBER: 5  
ACCTPA21  
ACCOUNTING PERIOD: 7/20

SELECTION CRITERIA: chkstat.rundate between '20200101 00:00:00.000' and '20200129 00:00:00.000'

*V6601975	01/22/2020	PETER ALLYN HENDRICKS	R	167.62	ACCOUNTS PAYABLE VOUCHER
*V6601976	01/22/2020	JENNIFER AMY HETLAND	R	172.36	ACCOUNTS PAYABLE VOUCHER
*V6601977	01/22/2020	KAREN LYNNE HJERMSTAD	R	174.58	ACCOUNTS PAYABLE VOUCHER
*V6601978	01/22/2020	JULIE CHRISTINE ILLA	R	17.25	ACCOUNTS PAYABLE VOUCHER
*V6601979	01/22/2020	KATHLEEN ELIZABETH IRELAND	R	553.32	ACCOUNTS PAYABLE VOUCHER
*V6601980	01/22/2020	CINDY LOU JACOBS	R	50.46	ACCOUNTS PAYABLE VOUCHER
*V6601981	01/22/2020	SARAH LYNN JOHNSON	R	48.14	ACCOUNTS PAYABLE VOUCHER
*V6601982	01/22/2020	ANNE ELIZABETH JUST	R	26.91	ACCOUNTS PAYABLE VOUCHER
*V6601983	01/22/2020	LAUREN ROSE KELLY	R	123.54	ACCOUNTS PAYABLE VOUCHER
*V6601984	01/22/2020	JULIA ROSE KENOW	R	41.76	ACCOUNTS PAYABLE VOUCHER
*V6601985	01/22/2020	LORI ANN KLEIN	R	275.02	ACCOUNTS PAYABLE VOUCHER
*V6601986	01/22/2020	AMBER LEIGH KURTEN	R	118.32	ACCOUNTS PAYABLE VOUCHER
*V6601987	01/22/2020	SHEILA STEPHANIE LANG	R	66.19	ACCOUNTS PAYABLE VOUCHER
*V6601988	01/22/2020	CORY LEE LANGENFELD	R	90.00	ACCOUNTS PAYABLE VOUCHER
*V6601989	01/22/2020	BETSY SUE LARSEN	R	26.10	ACCOUNTS PAYABLE VOUCHER
*V6601990	01/22/2020	KATHRYN ANN LEWIS	R	27.72	ACCOUNTS PAYABLE VOUCHER
*V6601991	01/22/2020	JILL E LEWIS	R	53.25	ACCOUNTS PAYABLE VOUCHER
*V6601992	01/22/2020	SARAH MARIE LUDEWIG	R	91.82	ACCOUNTS PAYABLE VOUCHER
*V6601993	01/22/2020	TAYLOR LINDSEY LYDEN	R	118.90	ACCOUNTS PAYABLE VOUCHER
*V6601994	01/22/2020	CATHLEEN CAROL MATTICE	R	45.00	ACCOUNTS PAYABLE VOUCHER
*V6601995	01/22/2020	BRITTANY REBECCA NASGOVITZ	R	4.64	ACCOUNTS PAYABLE VOUCHER
*V6601996	01/22/2020	RACHEL ERIN NOVY	R	45.00	ACCOUNTS PAYABLE VOUCHER
*V6601997	01/22/2020	SAMANTHA LEE OPHUS	R	6.96	ACCOUNTS PAYABLE VOUCHER
*V6601998	01/22/2020	HOLLY MARIE PEMBLE	R	82.94	ACCOUNTS PAYABLE VOUCHER
*V6601999	01/22/2020	AMANDA LYNN PETERS	R	45.00	ACCOUNTS PAYABLE VOUCHER
*V6602000	01/22/2020	JENNIFER MAE PETERSEN	R	18.56	ACCOUNTS PAYABLE VOUCHER
*V6602001	01/22/2020	BROOKE ALLYSON PETERSON	R	90.00	ACCOUNTS PAYABLE VOUCHER
*V6602002	01/22/2020	VANDA JOY PRESSNALL	R	96.09	ACCOUNTS PAYABLE VOUCHER
*V6602003	01/22/2020	LYNN MARIE QUAM	R	11.02	ACCOUNTS PAYABLE VOUCHER
*V6602004	01/22/2020	JESSICA RAE RANDOL	R	12.76	ACCOUNTS PAYABLE VOUCHER
*V6602005	01/22/2020	WENDI MARLAINA RENKEN	R	45.00	ACCOUNTS PAYABLE VOUCHER
*V6602006	01/22/2020	JESSICA LYNN RICHTER	R	56.84	ACCOUNTS PAYABLE VOUCHER
*V6602007	01/22/2020	KATHLEEN RUBBO RICK	R	20.88	ACCOUNTS PAYABLE VOUCHER
*V6602008	01/22/2020	MELANIE ANN RIX	R	137.80	ACCOUNTS PAYABLE VOUCHER
*V6602009	01/22/2020	LAURIE ANN ROBERTSON	R	29.94	ACCOUNTS PAYABLE VOUCHER
*V6602010	01/22/2020	JANE MARIE ROBINSON	R	42.10	ACCOUNTS PAYABLE VOUCHER
*V6602011	01/22/2020	RUSSELL GEORGE ROHLOFF	R	16.10	ACCOUNTS PAYABLE VOUCHER
*V6602012	01/22/2020	NICOLLE KATHERINE ROUSH	R	90.00	ACCOUNTS PAYABLE VOUCHER
*V6602013	01/22/2020	MELISSA ANN SAUSER	R	9.78	ACCOUNTS PAYABLE VOUCHER
*V6602014	01/22/2020	MELISSA RAE SCHALLER	R	90.00	ACCOUNTS PAYABLE VOUCHER
*V6602015	01/22/2020	AMBER GRACE SCHMITZ	R	256.94	ACCOUNTS PAYABLE VOUCHER
*V6602016	01/22/2020	BYRON LEITH SCHWAB	R	94.65	ACCOUNTS PAYABLE VOUCHER
*V6602017	01/22/2020	CORTNEY ELIZABETH SMITH	R	88.74	ACCOUNTS PAYABLE VOUCHER
*V6602018	01/22/2020	DAVID LEON STOLL	R	90.00	ACCOUNTS PAYABLE VOUCHER
*V6602019	01/22/2020	AMY LYNN SWANEY	R	177.58	ACCOUNTS PAYABLE VOUCHER
*V6602020	01/22/2020	BRITTANY IRENE SWANSON	R	53.88	ACCOUNTS PAYABLE VOUCHER
*V6602021	01/22/2020	THOMAS JOSEPH SZEWCZYK	R	90.00	ACCOUNTS PAYABLE VOUCHER
*V6602022	01/22/2020	BRENDA JEAN SZOKA	R	83.52	ACCOUNTS PAYABLE VOUCHER
*V6602023	01/22/2020	SONIA LYNN TENDRICH	R	65.74	ACCOUNTS PAYABLE VOUCHER
*V6602024	01/22/2020	LAURA J. TENNESSEN	R	112.70	ACCOUNTS PAYABLE VOUCHER
*V6602025	01/22/2020	TAYLOR MAY THOMAS	R	45.00	ACCOUNTS PAYABLE VOUCHER
*V6602026	01/22/2020	SHANYN NICOLE TUFTEE	R	117.50	ACCOUNTS PAYABLE VOUCHER
*V6602027	01/22/2020	ADRIENNE KATE TURZYNSKI	R	37.70	ACCOUNTS PAYABLE VOUCHER
*V6602028	01/22/2020	ERIC JOSEPH VAN BROCKLIN	R	90.00	ACCOUNTS PAYABLE VOUCHER
*V6602029	01/22/2020	MICHELLE LYNN VOLLBRECHT	R	90.00	ACCOUNTS PAYABLE VOUCHER
*V6602030	01/22/2020	REESA ANN WALTMAN	R	52.20	ACCOUNTS PAYABLE VOUCHER
*V6602031	01/22/2020	LORI JAYNE WILSON	R	27.00	ACCOUNTS PAYABLE VOUCHER

SOURCEWELL  
 DATE: 01/29/2020  
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INTERMEDIATE SCHOOL DISTRICT  
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*V6602032	01/22/2020	SCOTT MICHAEL ZEHNDER	R	20.00	ACCOUNTS PAYABLE VOUCHER
*V6602033	01/22/2020	MARK A. ZUZEK	R	90.00	ACCOUNTS PAYABLE VOUCHER
*V7700827	01/06/2020	MN CHILD SUPPORT PAYMENT CENTER	R	31.20	ACCOUNTS PAYABLE VOUCHER
*V7700828	01/06/2020	AFLAC	R	2086.16	ACCOUNTS PAYABLE VOUCHER
*V7700829	01/06/2020	AMERIPRISE FINANCIAL ADVISORS	R	8295.54	ACCOUNTS PAYABLE VOUCHER
*V7700830	01/06/2020	AXA EQUITABLE LIFE INS CO	R	3895.54	ACCOUNTS PAYABLE VOUCHER
*V7700831	01/06/2020	FIDELITY INVSTMT TAX-EX SVC CO	R	6793.75	ACCOUNTS PAYABLE VOUCHER
*V7700832	01/06/2020	HEALTHQUITY, INC.	R	23202.95	ACCOUNTS PAYABLE VOUCHER
*V7700833	01/06/2020	HORACE MANN LIFE INS	R	1923.97	ACCOUNTS PAYABLE VOUCHER
*V7700834	01/06/2020	INTERNAL REVENUE SERVICE	R	225189.97	ACCOUNTS PAYABLE VOUCHER
*V7700835	01/06/2020	EDUCATION MN ESI BILLING TRUST	R	5408.78	ACCOUNTS PAYABLE VOUCHER
*V7700836	01/06/2020	MN DEPT OF REVENUE	R	36294.84	ACCOUNTS PAYABLE VOUCHER
*V7700837	01/06/2020	MN STATE RETIREMENT SYSTEM	R	2020.83	ACCOUNTS PAYABLE VOUCHER
*V7700838	01/06/2020	EXECUTIVE DIRECTOR	R	54207.54	ACCOUNTS PAYABLE VOUCHER
*V7700839	01/06/2020	STATE TREASURER, TRA	R	94642.58	ACCOUNTS PAYABLE VOUCHER
*V7700840	01/06/2020	VARIABLE ANNUITY LIFE INS CO	R	8852.35	ACCOUNTS PAYABLE VOUCHER
*V7700841	01/06/2020	VOYA	R	1711.25	ACCOUNTS PAYABLE VOUCHER
*V7700842	01/17/2020	MN CHILD SUPPORT PAYMENT CENTER	R	31.20	ACCOUNTS PAYABLE VOUCHER
*V7700843	01/17/2020	AMERIPRISE FINANCIAL ADVISORS	R	8295.54	ACCOUNTS PAYABLE VOUCHER
*V7700844	01/17/2020	AXA EQUITABLE LIFE INS CO	R	3573.04	ACCOUNTS PAYABLE VOUCHER
*V7700845	01/17/2020	FIDELITY INVSTMT TAX-EX SVC CO	R	6793.75	ACCOUNTS PAYABLE VOUCHER
*V7700846	01/17/2020	HEALTHQUITY, INC.	R	24683.81	ACCOUNTS PAYABLE VOUCHER
*V7700847	01/17/2020	HORACE MANN LIFE INS	R	1923.97	ACCOUNTS PAYABLE VOUCHER
*V7700848	01/17/2020	INTERNAL REVENUE SERVICE	R	218659.52	ACCOUNTS PAYABLE VOUCHER
*V7700849	01/17/2020	EDUCATION MN ESI BILLING TRUST	R	5408.78	ACCOUNTS PAYABLE VOUCHER
*V7700850	01/17/2020	MN DEPT OF REVENUE	R	33780.65	ACCOUNTS PAYABLE VOUCHER
*V7700851	01/17/2020	MN STATE RETIREMENT SYSTEM	R	2020.83	ACCOUNTS PAYABLE VOUCHER
*V7700852	01/17/2020	EXECUTIVE DIRECTOR	R	54350.71	ACCOUNTS PAYABLE VOUCHER
*V7700853	01/17/2020	STATE TREASURER, TRA	R	94144.18	ACCOUNTS PAYABLE VOUCHER
*V7700854	01/17/2020	VARIABLE ANNUITY LIFE INS CO	R	8631.52	ACCOUNTS PAYABLE VOUCHER
*V7700855	01/17/2020	VOYA	R	1711.25	ACCOUNTS PAYABLE VOUCHER
*V7700856	01/17/2020	INTERNAL REVENUE SERVICE	R	408.32	ACCOUNTS PAYABLE VOUCHER
*V7700857	01/17/2020	MN DEPT OF REVENUE	R	58.21	ACCOUNTS PAYABLE VOUCHER
*V7700858	01/29/2020	DELTA DENTAL OF MINNESOTA	R	55936.00	ACCOUNTS PAYABLE VOUCHER
*V7700859	01/29/2020	KANSAS CITY LIFE INSURANCE COMPANY	R	9407.14	ACCOUNTS PAYABLE VOUCHER
*V7700860	01/29/2020	MEDICA	R	431864.16	ACCOUNTS PAYABLE VOUCHER
*V7700861	01/29/2020	PLANSOURCE FLEX BEN.	R	8980.72	ACCOUNTS PAYABLE VOUCHER
TOTAL FUND				2201828.33	
TOTAL REPORT				2201828.33	

AUDREY WEILER, PAYROLL SPECIALIST

PLEASE APPROVE NET PAYROLL FOR

1/16/2020 MANUAL PAY (913) \$ 1,850.13

**NET PAYROLL \$ 1,850.13**


Authorized Signature  Date 1-17-20

AUDREY WEILER, PAYROLL SPECIALIST

PLEASE APPROVE NET PAYROLL FOR

1/15/2020 REGULAR PAY (913) \$ 662,389.54

**NET PAYROLL \$ 662,389.54**

Authorized Signature  Date 1-14-20

**Intermediate School District 917  
1300 E 145<sup>th</sup> St  
Rosemount, MN 55068**

Re: Sales Tax Wire Transfer

Date: 1/13/20

This memo serves as authorization for the wire transfer of funds for payment of sales tax in the amount of \$ 355.00, from Wells Fargo Bank Account No. 3805702167.



Nicolle Roush, Business Manager

**INTERMEDIATE SCHOOL DISTRICT 917  
SCHOOL BOARD REPORT OF  
CONSOLIDATED INVESTMENTS (GENERAL & BUILDING)**

**DECEMBER  
2019**

ACCOUNT NAME	ACCT NO	BEGINNING BALANCE	PURCHASES CREDITS	SALES TRANSFERS	INVESTMENT FEES	INTEREST EARNED	ENDING BALANCE	YEAR TO DATE INTEREST EARNED
MSDLAF + MAX	01	6,886,102.85	1,000,000.00	0.00	0.00	10,706.17	7,896,809.02	59,987.57
MSDLAF Liquid	01	825.86	0.00	0.00	0.00	1.11	826.97	7.86
MSDLAF TERM (CD's, Term, Comm) maturity	01	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>TOTAL</b>		<b>6,886,928.71</b>	<b>1,000,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>10,707.28</b>	<b>7,897,635.99</b>	<b>59,995.43</b>

**EXPLANATION:** The above are School District Investments complying with the requirements of Minnesota Statutes 118.01, 471.56 and 475.66.

1. MSDMAX is MSDLAF'S "Max Portfolio" and includes pooled investments plus banker's acceptances, commercial paper, repurchase agreements and US Government obligations.
2. MSDLAF is MSDLAF'S primary clearing "Money Market" fund. All fixed rate investments (FRJ) clear through this account as do maturities, interest, and fees.

**NOTE:** December 2019 Average MSDLAF Liquid Rate was 1.58 % and the MSDLAF+MAX Average Rate was 1.67%. MSDLAF Term Average Rate is .00%.

# 2020 LEGISLATIVE PRIORITIES



## TAKE ACTION TO PROACTIVELY MAKE SCHOOLS SAFER

Keep students and teachers safe by proactively intervening before safety concerns emerge. This involves increasing mental health services and offering specialized teacher training. We need to fully and permanently fund programs that are already showing results through the Safe Schools levy, professional development dollars, or innovative mental health funding.

## ALLOW EXTENDED TIME REVENUE FOR STUDENTS IN ALL RESIDENTIAL TREATMENT FACILITIES

Ensure students in residential settings for chemical or mental health treatment have the same educational opportunities as their peers. We need to allow these students to access extended day programs so they can have a more complete high school experience.



## ELIMINATE COSTS TO DISTRICTS FOR STUDENTS IN RESIDENTIAL FACILITIES WHO ARE WARDS OF THE STATE

Reduce the financial burden on school districts by ensuring school districts are paid through tuition billing for educating students who are wards of the state.

# Minnesota Intermediate School Districts' 2020 LEGISLATIVE PRIORITIES



## TAKE ACTION TO PROACTIVELY MAKE SCHOOLS SAFER

Keeping everyone safe is our biggest responsibility, but we also need to meet all educational expectations. We're pretty good at it, but it gets harder every day because the need for our services continues to grow - both in the number of students we serve and in the level of support they require. **Critical incidents, assaults on staff, threats to schools, police interventions, and suicide attempts are not uncommon.** Our students deserve better. Public schools have become the frontline of children's mental health services and have become the de facto mental health system for children and youth, at least during the school day.

These students bring with them increasingly complex disabilities as well as extraordinary mental health needs. This trend is alarming, as schools do not have the funding for the necessary training, staff support, or specialized mental health services to serve in this capacity and prevent unsafe situations for students and staff. Temporary grant funds that the legislature awarded in 2017 are set to expire in the next few months.

We have pilot programs in place that are already showing results - students are avoiding hospitalization and costly county services, and they are able to engage in school more than ever before. But we cannot sustain these programs with temporary funding.

*We propose that the legislature fully and permanently fund these programs. There are opportunities for meeting this need through the Safe Schools levy, professional development dollars, or innovative mental health funding.*

## ALLOW EXTENDED TIME REVENUE FOR STUDENTS IN ALL RESIDENTIAL TREATMENT FACILITIES

A residential care and treatment program does not have access to revenue for extended day programs like a typical high school or an Area Learning Center (ALC). This means that students with mental health needs in residential care cannot benefit from the broad curriculum opportunities available to their peers.

One residential program, Prairie Lakes Education Center in Willmar, has access to extended day revenue per MN Statute 126C.10 Subd 2a (b). Because of this funding, they are able to offer students options that other residential programs cannot.

*We propose expanding extended day revenue to include all residential treatment programs in the state so that students enrolled can take part in the broad curriculum experiences they need for returning to high school or to graduate.*



## ELIMINATE COSTS TO DISTRICTS FOR STUDENTS IN RESIDENTIAL FACILITIES WHO ARE WARDS OF THE STATE

When a student who is a ward of the state is enrolled in a residential treatment facility, the district where the facility is located is responsible to pay for the educational costs in the current year, even if this student has never attended a district school. Eighteen months later, the state reimburses the district. These high costs and cash flow delays put a significant burden on the district's finances and can risk their financial stability.

*We propose the following:*

- that the educational costs for wards of the state be paid through tuition billing on a current year basis;*
- that the payment be made directly to the serving district, thus eliminating the need for the district where the facility is located to be a middle man for cash flow;*
- that documentation necessary regarding the status of a student being a ward of the state should be accepted from either a county authority or from actual court documents; and,*
- that MDE pay the costs directly for students placed in a residential facility out of state.*



*The Minnesota Association of School Administrators (MASA) recommends the Minnesota Legislature consider passage of the following proposals:*

## Education Funding

A fully funded and equitable educational system is key to providing a quality education that supports Minnesota's economic prosperity. Therefore, we ask the Governor and the Legislature to support the following:

- **General Education Funding Formula**

Increase the general education basic formula by 1% for the 2020-21 school year and index future increases to the general education funding formula, local optional revenue, and long-term facilities maintenance revenue by at least the inflationary rate (Implicit Price Deflator).

- **School Safety**

Make the 2019 safe schools funding ongoing, inclusive of both facilities and student programming, and extend the funding to all education cooperatives and intermediate districts.

- **Special Education Underfunding**

Reduce the special education cross-subsidy by at least 25% in each of the next four biennia beginning in 2021.

- **School Board Levy Authority**

Allow school board renewal of all existing and future operating levies.



## Education Policy

Educational policy issues impact every district's ability to provide a high-quality education system, develop the world's best workforce, and ensure all students acquire 21st-century skills. Therefore, we ask the Governor and the Legislature to support the following:

- **School Board Authority**

Provide school boards the flexibility to make district educational decisions such as locally determined graduation requirements.

- **Legislative Mandates**

Refrain from new, underfunded or unfunded legislative mandates.

- **Special Education Efficiency**

Modify special education requirements to achieve maximum efficiencies and reduce costs.

- **Open Enrollment Student Transportation**

Align statutes so that transportation requirements are the same for all students including those who are open-enrolled.

- **Teacher Licensure**

Provide maximum flexibility to allow individuals to attain their teaching license and refrain from adding additional barriers to licensure.



# Minnesota Association of School Administrators (MASA) 2020 Legislative Platform



## About MASA

As advocates of a world-class education for Minnesota's learners, MASA's members serve as the leading voice for public education, shape and influence the State and National education agenda, and empower leaders through high quality professional learning, services, and support.

MASA members include more than 900 public education and non-public superintendents, directors of special education, curriculum and technology leaders, other central office administrators, service providers, business partners, and retirees.

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## Key Contacts

### **MASA President**

Mr. David Law  
Superintendent  
Anoka-Hennepin School District  
763-506-1001  
david.law@ahschools.us

### **MASA Executive Director**

Dr. Gary Amoroso  
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gamoroso@mnasa.org

### **MASA Legislative Committee Chair**

Dr. Ann-Marie Foucault  
Superintendent  
St. Michael-Albertville School District  
763-497-3180  
annmarief@stma.k12.mn.us

### **MASA Lobbyist**

Ms. Valerie Dosland  
Director of Government Affairs  
Ewald Consulting  
612-490-3052  
valeried@ewald.com

# Minnesota Administrators for Special Education

Legislative Platform 2019-2020



## Mission

**MASE** builds strong leaders who work on behalf of students with disabilities

**MASE** is organized to promote professional leadership, provide the opportunity for study of problems common to its members, and to communicate, through discussion and publications, information that will develop improved services for exceptional children. Further, its purpose is to foster high quality programs of professional development for members, to make studies of selected programs that relate to services to children with disabilities, improving the leadership of administrators for special education and to be active in the legislative process.

# Minnesota Administrators for Special Education

## Key Legislative Contacts

### PRESIDENT

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1884 Como Avenue  
St. Paul, MN 55108  
651-645-6272 | [www.mnase.org](http://www.mnase.org)



# MASE

Minnesota Administrators  
for Special Education

1884 Como Avenue  
St. Paul, MN 55108

651-645-6272 | [www.mnase.org](http://www.mnase.org)

## Increase Educational Efficiency

1. **MASE** supports state standards for transportation that reflect the best interest of students, are equitable for families and are fiscally responsible for districts. **MASE** supports:

- Rules regarding the transportation of students with disabilities that are clear and understandable for parents and district staff, allowing reasonable restrictions to be established through board policy.
- Open enrollment transportation standards that apply to all students as all students are general education students.
- The removal of special transportation for students with disabilities, homelessness transportation, and care and treatment transportation from the special education funding formula.

2. **MASE** supports a district's ability to set criteria to close a program, to open enrollment. **MASE** supports:

- MN Rule 124D.03 Enrollment Options Program, subd. 2. (a) to define 'programs' to include ECSE and Transition.

3. **MASE** supports students on IEPs to benefit from ADSIS intervention. **MASE** supports:

- Students on IEPs to receive the same access to intervention as their nondisabled peers in areas not addressed on IEPs.

4. **MASE** Supports increased mental health services for students. **MASE** supports:

- "Allowing school districts to seek reimbursement of federal Medicaid funds for social workers without the constraints of CTSS."



## Recruit and Retain Qualified Teachers

**MASE** supports pro-actively addressing current and future demands of districts for qualified, licensed special education professionals and administrators. This includes efforts of the Professional Educator Licensing and Standards Board (PELSB) and MDE's Special Education Workforce Work Group. **MASE** supports:

- Reducing due process paperwork in efforts to recruit and retain teachers while increasing their time spent in explicit instruction.
- Offering undergraduate licensure programs in all disability categories available for candidates in a Minnesota college or university.
- Increasing opportunities for alternative licensure pathways for special education teachers.
- Expanding funding to support grow your own grants available for school districts.
- Partnering with PELSB to recognize out-of-state licensure programs for unrepresented and under-represented licensure areas in special education (examples are BVI and DHH).
- Modifying the provisions in the School Interpreter Law to align with 2015 Commissioner of Education's memo allowing interpreters to remain employed with a score of 3.5 (or higher) on the EIPA certification evaluation.

## Equitable and Sustainable Funding Systems

1. **MASE** supports a single special education formula that:

- Is stable and equitable to eliminate the cross subsidy impact.
- Eliminates growth limits on individual school districts.
- Removes individual caps and reinstates a proration factor to equally impact districts.
- Eliminates the census-based funding formula, as it is not tied to district expenditures.

2. **MASE** supports revamping tuition billing. **MASE** supports:

- A committee to design an equitable special education formula that includes tuition billing.
- Establishing rates in a consistent manner between all districts.

3. **MASE** supports public funds remaining in public education. **MASE** supports:

- Public education being essential to provide equitable opportunities and positive educational outcomes for all students.
- Federal law that states that students with disabilities do not have equal access to private schools.
- Not allowing publicly funded subsidies of private education such as private school voucher programs for students with disabilities.

MASE

Minnesota Administrators  
for Special Education



# LEGISLATIVE PLATFORM

# 2020

The AMSD Board of Directors recognizes that the 2020 session is not a budget-setting session. At the same time, it is critical that state policymakers understand that Minnesota's education funding system is not providing adequate, equitable or reliable resources for our schools.

As the chart below shows, the basic education formula would be \$639 per pupil higher today if it had simply kept pace with inflation since 2003. Similarly, federal and state funding for special education and English learner programming falls far short of what is needed to provide important and mandated services.

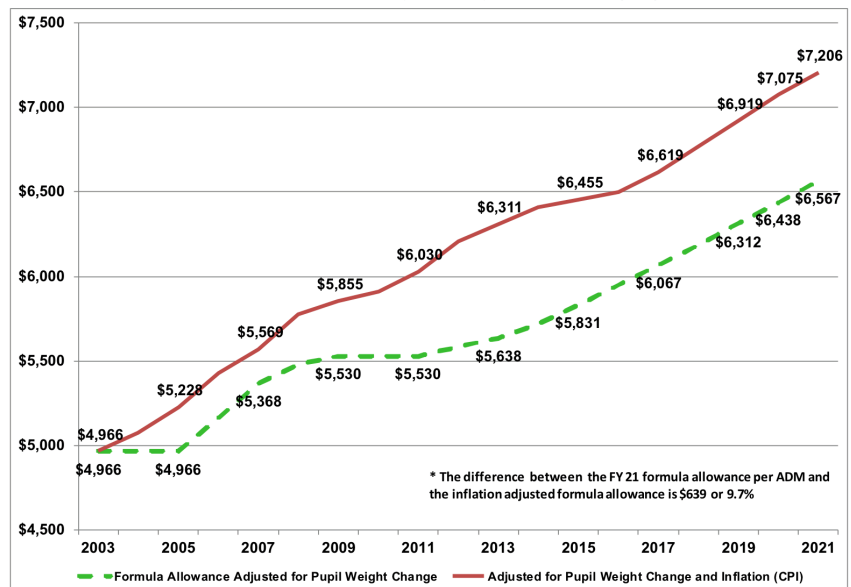
AMSD remains committed to closing the opportunity and achievement gaps to ensure equitable academic outcomes – high levels of achievement – for each and every student. Accordingly, the AMSD Board of Directors urges the Governor and Legislators to address the priorities listed on this platform.



## STABILIZE EDUCATION FUNDING

- Link the basic formula to inflation to provide a stable and consistent funding stream that allows school boards and administrators to engage in long-range planning;
- Allow locally-elected school boards to renew an existing operating referendum at the same level; and
- Increase special education and English learner funding to reduce the shortfalls in these important programs.

General Education Formula Allowance, 2003-2021  
Adjusted for Pupil Weight Change and Inflation (CPI)



Source: MDE August 2019 Inflation Estimates

AMSD Association of Metropolitan School Districts EHLERS



# Association of Metropolitan School Districts

## MEMBER DISTRICTS

Anoka-Hennepin School District • Bloomington Public Schools • Brooklyn Center Community Schools • Burnsville-Eagan-Savage School District 191 • Columbia Heights Public Schools • Eastern Carver County Schools • Eden Prairie Schools • Edina Public Schools • Elk River School District ISD #728 • Equity Alliance MN • Farmington Area Public Schools • Fridley Public Schools • Hopkins Public Schools • Intermediate School District #287 • Intermediate School District #917 • Inver Grove Heights Schools • Lakeville Area Public Schools • Mahtomedi Public Schools • Metro ECSU • Minneapolis Public Schools • Minnetonka Public Schools • Mounds View Public Schools • North St. Paul-Maplewood-Oakdale School District • Northeast Metro Intermediate School District #916 • Northwest Suburban Integration District • Orono Schools • Osseo Area Schools • Prior Lake-Savage Area Schools • Richfield Public Schools • Robbinsdale Area Schools • Rochester Public Schools • Rockford Area Schools • Rosemount-Apple Valley-Eagan Public Schools • Roseville Area Schools • Shakopee Public Schools • South St. Paul Public Schools • South Washington County Schools • SouthWest Metro Intermediate District • Spring Lake Park Schools • St. Anthony-New Brighton Independent School District • St. Cloud Area School District 742 • St. Louis Park Public Schools • Saint Paul Public Schools • Stillwater Area Public Schools • Wayzata Public Schools • West St. Paul-Mendota Heights-Eagan School District • Westonka Public Schools • White Bear Lake Area Schools

## ENSURE SAFE AND MODERN SCHOOL FACILITIES

- Increase the Safe Schools levy and state aid to allow school districts and intermediate school districts to hire additional support staff to address the mental health needs of our students; and
- Remove the per-pupil limit and expand the allowable uses of Long-Term Facilities Revenue to allow school districts and intermediate school districts to enhance safety through security modifications, remodeling and additions to existing buildings.

## INCREASE AND DIVERSIFY THE EDUCATOR WORKFORCE

- Expand programs and incentives to attract, develop and retain teachers, particularly teachers of color and teachers in shortage areas; and
- Maintain multiple pathways to licensure in the tiered licensing system.

## REDUCE MANDATES AND ENHANCE LOCAL CONTROL

- Oppose any new unfunded mandates and reduce existing unfunded mandates;
- Reduce special education paperwork requirements to allow teachers to spend more time with students;
- Allow referendum notices to be mailed before the start of early voting;
- Expand the Innovation Zone law to include more school districts and expand flexibility to encourage initiatives such as allowing a school district to replace the high school MCA exams with a nationally recognized college entrance exam if approved by the United States Department of Education; and
- Repeal the requirement that a percentage of compensatory revenue be spent on extended time programming.

## ENHANCE TAXPAYER EQUITY

- Increase equalization of the operating referendum, local optional, and debt service levies to reduce taxpayer and education funding disparities; and
- Oppose taxpayer subsidies of non-public education through vouchers, tax credits or scholarships.

## ABOUT AMSD

The Association of Metropolitan School Districts represents 41 K-12 school districts, five intermediate/cooperative districts and two integration districts. AMSD member districts enroll more than one-half of all public school students in Minnesota. The mission of AMSD is to advocate for metropolitan school districts and advance legislation that supports student achievement. AMSD stands ready to assist state policymakers by providing current research and data to help them make informed decisions.



**Association of Metropolitan School Districts**  
 2 Pine Tree Drive, Suite 380  
 Arden Hills, MN 55112  
 612-430-7750

# 2020 LEGISLATIVE AGENDA



MSBA, a leading advocate for public education, has been serving Minnesota school boards for 100 years. Today's 333 school boards provide local governance to the school districts who educate Minnesota's 850,000 public school students. The cornerstone principles that provide guidance for our legislative agenda and reflect Minnesota school districts and students are:

- **Efficient and effective school management**
- **Excellence in student achievement for all Minnesota students**
- **Respect of locally governed public schools**
- **Adequate and equitable funding levels to provide an exceptional education**

## SUPPLEMENTAL BUDGET

### **General Education Formula – 1% (\$65 million)**

While 2% and 2% on the general education formula last session is most appreciated, districts are still making further reductions to their budgets and staff. **Continue the work; provide additional revenue on the basic education formula for the second year of the biennium.**

### **School Safety Aid – (\$30.25 million)**

Minnesota schools have done some good work to keep students safe, but inconsistency in funding has left gaps in security and the ability to proactively address student's mental health needs.

**Continue the work; make permanent the 2019 school safety aid in order to hire social workers, counselors and other licensed mental health professionals.**

### **Special Education Cross-Subsidy – (\$68.5 million)**

Last session's appropriation holds the cross-subsidy relatively flat in FY20 and FY21, but the cross-subsidy is projected to rise to \$724 million in FY21 if the Legislature doesn't pursue additional legislation over the next two years. **Continue the work; decrease the special education cross-subsidy by 5 percent.**

## FACILITIES

Excellence in education requires school boards to provide quality, well-maintained learning environments for students and staff. 99% of school districts have levied Long-Term Facilities Maintenance Revenue (LTFMR) to the cap. It is the responsibility of school boards to maintain facilities. **Continue the work; increase the per pupil cap and expand the allowable uses for the Long-Term Facilities Maintenance Revenue to efficiently and effectively maintain safe school facilities.**

## ELECTIONS

### **School Board Vacancy Elections**

Prior to 2014, school boards had the authority to appoint a school board member to fill a board vacancy. In subsequent years, changes were made which decreased voter turnout and increased school district expenses. **Continue the work; restore the ability for school boards to appoint to fill a vacancy until the next general election.**

### **Combined Polling Places**

Beginning in 2016 school boards are required to pass a yearly resolution approving polling places for the following year. If a school board fails to pass a resolution, it could cost the district tens of thousands of dollars for election equipment and election judges for dozens of polling places, instead of just one or two combined polling places. **Continue the work; repeal the mandate and require an updated resolution only if the combined polling places have changed since the previous resolution.**

## TAXES

### **Local Optional Revenue tied to Formula Increases (\$7.4 million)**

94% of school districts are dependent on local optional revenue (LOR) for operating costs. This is a critical funding source to ensure school boards can maintain day-to-day operations. **Continue the work; tie LOR to the basic education formula to allow districts to retain its buying power.**

### **Link formula to inflation**

The average general education formula increase has not kept pace with rising and increased costs of school operations. **Continue the work; link the basic formula to inflation to provide stable and predictable funding, which allows school boards to plan long range.**

## RETAIN LOCAL CONTROL

**Over 30 bills were introduced in the 2019 session to restrict local control.**

- Retain the newly enacted tiered licensure system
- Retain flexibility for school boards to hire and maintain the most effective staff
- Retain local authority in determining curriculum course offerings, graduation requirements and other locally developed standards and programming where applicable
- Retain student choice for electives that the public is demanding, like CTE courses
- Raise the number of optional e-learning days from five to ten days
- Retain local control for school district discipline policies

## 333 ELECTED SCHOOL BOARDS

**Local governance is the cornerstone of our public school system.**

MINNEAPOLIS PUBLIC SCHOOLS | HILL CITY PUBLIC SCHOOLS | MCGREGOR PUBLIC SCHOOLS | SOUTH ST. PAUL PUBLIC SCHOOLS | ANOKA-HENNEPIN PUBLIC SCHOOLS | CENTENNIAL PUBLIC SCHOOLS | COLUMBIA HEIGHTS PUBLIC SCHOOLS | FRIDLEY PUBLIC SCHOOLS | ST. FRANCIS PUBLIC SCHOOLS | SPRING LAKE PARK PUBLIC SCHOOLS | DETROIT LAKES PUBLIC SCHOOLS | FRAZEE-VERGAS PUBLIC SCHOOLS | PINE POINT PUBLIC SCHOOLS | BEMIDJI PUBLIC SCHOOLS | BLACKDUCK PUBLIC SCHOOLS | KELLIHER PUBLIC SCHOOLS | RED LAKE PUBLIC SCHOOLS | SAUK RAPIDS-RICE PUBLIC SCHOOLS | FOLEY PUBLIC SCHOOLS | ST. CLAIR PUBLIC SCHOOLS | MANKATO PUBLIC SCHOOLS | COMFREY PUBLIC SCHOOLS | SLEEPY EYE PUBLIC SCHOOLS | SPRINGFIELD PUBLIC SCHOOLS | NEW ULM PUBLIC SCHOOLS | BARNUM PUBLIC SCHOOLS | CARLTON PUBLIC SCHOOLS | CLOQUET PUBLIC SCHOOLS | CROMWELL-WRIGHT PUBLIC SCHOOLS | MOOSE LAKE PUBLIC SCHOOLS | ESKO PUBLIC SCHOOLS | WRENTHAM PUBLIC SCHOOLS | CENTRAL PUBLIC SCHOOLS | WAGONIA PUBLIC SCHOOLS | WATERTOWN-MAYER PUBLIC SCHOOLS | EASTERN CARVER COUNTY PUBLIC SCHOOLS | WALKER-HACKENSACK-KELEY SCHOOLS | CASS LAKE-BENA PUBLIC SCHOOLS | PILLAGER PUBLIC SCHOOLS | NORTHLAND COMMUNITY SCHOOLS | MONTEVIDEO PUBLIC SCHOOLS | NORTH BRANCH PUBLIC SCHOOLS | RUSH CITY PUBLIC SCHOOLS | BARNESVILLE PUBLIC SCHOOLS | HAWLEY PUBLIC SCHOOLS | MOORHEAD PUBLIC SCHOOLS | MINNESOTA STATE ACADEMIES | BAGLEY PUBLIC SCHOOLS | COOK COUNTY PUBLIC SCHOOLS | MOUNTAIN LAKE PUBLIC SCHOOLS | WINDOM PUBLIC SCHOOLS | BRAINERD PUBLIC SCHOOLS | CROSBY-IRONTON PUBLIC SCHOOLS | PEQUOT LAKES PUBLIC SCHOOLS | BURNSVILLE PUBLIC SCHOOLS | FARMINGTON PUBLIC SCHOOLS | LAKEVILLE PUBLIC SCHOOLS | RANDOLPH PUBLIC SCHOOLS | ROSEMOUNT-APPLE VALLEY-EAGAN | WEST ST. PAUL-MENDOTA HTS.-EAGAN | INVER GROVE HEIGHTS SCHOOLS | HASTINGS PUBLIC SCHOOLS | HAYFIELD PUBLIC SCHOOLS | KASSON-MANTORVILLE SCHOOLS | ALEXANDRIA PUBLIC SCHOOLS | OSAKIS PUBLIC SCHOOLS | CHATFIELD PUBLIC SCHOOLS | LANESBORO PUBLIC SCHOOLS | MABEL-CANTON PUBLIC SCHOOLS | RUSHFORD-PETERSON PUBLIC SCHOOLS | ALBERT LEA PUBLIC SCHOOLS | ALDEN-CONGER PUBLIC SCHOOLS | CENTRAL MINNESOTA E.R.D.C. | CANNON FALLS PUBLIC SCHOOLS | GOODHUE PUBLIC SCHOOLS | PINE ISLAND PUBLIC SCHOOLS | RED WING PUBLIC SCHOOLS | ASHBY PUBLIC SCHOOLS | HERMAN-NORCROSS SCHOOLS | HOPKINS PUBLIC SCHOOLS | BLOOMINGTON PUBLIC SCHOOLS | EDEN PRAIRIE PUBLIC SCHOOLS | EDINA PUBLIC SCHOOLS | MINNETONKA PUBLIC SCHOOLS | WESTONKA PUBLIC SCHOOLS | ORONO PUBLIC SCHOOLS | OSSEO PUBLIC SCHOOLS | RICHFIELD PUBLIC SCHOOLS | ROBBINSDALE PUBLIC SCHOOLS | ST. ANTHONY-NEW BRIGHTON SCHOOLS | ST. LOUIS PARK PUBLIC SCHOOLS | WAYZATA PUBLIC SCHOOLS | BROOKLYN CENTER SCHOOLS | INTERMEDIATE SCHOOL 287 | SOUTHWEST METRO EDUCATIONAL COOP | HOUSTON PUBLIC SCHOOLS | SPRING GROVE SCHOOLS | CALEDONIA PUBLIC SCHOOLS | LA CRESCENT-HOKAH SCHOOLS | LAPORTE PUBLIC SCHOOLS | NEVIS PUBLIC SCHOOLS | PARK RAPIDS PUBLIC SCHOOLS | BRAHAM PUBLIC SCHOOLS | GREENWAY PUBLIC SCHOOLS | DEER RIVER PUBLIC SCHOOLS | GRAND RAPIDS PUBLIC SCHOOLS | WASHWAUK-KEEWATIN SCHOOLS | FRANCONIA PUBLIC SCHOOLS | HERON LAKE-OKABENA SCHOOLS | MORA PUBLIC SCHOOLS | OGILVIE PUBLIC SCHOOLS | NEW LONDON-SPICER SCHOOLS | WILLMAR PUBLIC SCHOOLS | LANCASTER PUBLIC SCHOOLS | INTERNATIONAL FALLS SCHOOLS | LITTLEFORK-BIG FALLS SCHOOLS | SOUTH KOOCHICHING SCHOOLS | DAWSON-BOYD PUBLIC SCHOOLS | LAKE SUPERIOR PUBLIC SCHOOLS | NW REGION INTER COUNCIL | LAKE OF THE WOODS SCHOOLS | CLEVELAND PUBLIC SCHOOLS | LAKE AGASSIZ SPECIAL ED. COOP | MIDWEST SPECIAL EDUCATION COOP | HENDRICKS PUBLIC SCHOOLS | IVANHOE PUBLIC SCHOOLS | LAKE BENTON PUBLIC SCHOOLS | MARSHALL PUBLIC SCHOOLS | MINNEOTA PUBLIC SCHOOLS | LYND PUBLIC SCHOOLS | HUTCHINSON PUBLIC SCHOOLS | LESTER PRAIRIE PUBLIC SCHOOLS | MAHONIMEN PUBLIC SCHOOLS | WAUBUN-OGEMA-WHITE EARTH PUBLIC SCHOOLS | MARSHALL COUNTY CENTRAL SCHOOLS | GRYGLA PUBLIC SCHOOLS | TRUMAN PUBLIC SCHOOLS | EDEN VALLEY-WATKINS SCHOOLS | LITCHFIELD PUBLIC SCHOOLS | DASSEL-COKATO PUBLIC SCHOOLS | ISLE PUBLIC SCHOOLS | PRINCETON PUBLIC SCHOOLS | ONAMIA PUBLIC SCHOOLS | LITTLE FALLS PUBLIC SCHOOLS | PIERZ PUBLIC SCHOOLS | ROYALTON PUBLIC SCHOOLS | SWANVILLE PUBLIC SCHOOLS | UPSALA PUBLIC SCHOOLS | AUSTIN PUBLIC SCHOOLS | GRAND MEADOW PUBLIC SCHOOLS | LYLE PUBLIC SCHOOLS | LEROY-OSTRANDER PUBLIC SCHOOLS | SOUTHLAND PUBLIC SCHOOLS | FULDA PUBLIC SCHOOLS | NICOLET PUBLIC SCHOOLS | ST. PETER PUBLIC SCHOOLS | ADRIAN PUBLIC SCHOOLS | ELLSWORTH PUBLIC SCHOOLS | WORTHINGTON PUBLIC SCHOOLS | BYRON PUBLIC SCHOOLS | DOVER-EYOTA PUBLIC SCHOOLS | STEWARTVILLE PUBLIC SCHOOLS | ROCHESTER PUBLIC SCHOOLS | BATTLE LAKE PUBLIC SCHOOLS | FERGUS FALLS PUBLIC SCHOOLS | HENNING PUBLIC SCHOOLS | PARKERS PRAIRIE PUBLIC SCHOOLS | PELICAN RAPIDS PUBLIC SCHOOLS | PERHAM-DENT PUBLIC SCHOOLS | UNDERWOOD PUBLIC SCHOOLS | NEW YORK MILLS PUBLIC SCHOOLS | GOODRIDGE PUBLIC SCHOOLS | THIEF RIVER FALLS SCHOOLS | WILLOW RIVER PUBLIC SCHOOLS | PINE CITY PUBLIC SCHOOLS | EDGERTON PUBLIC SCHOOLS | CLIMAX-SHELLY PUBLIC SCHOOLS | CROOKSTON PUBLIC SCHOOLS | EAST GRAND FORKS PUBLIC SCHOOLS | FERTILE-BELTRAMI SCHOOLS | FISHER PUBLIC SCHOOLS | FOSSTON PUBLIC SCHOOLS | MOUNDS VIEW PUBLIC SCHOOLS | NORTH ST. PAUL-MAPLEWOOD DAKDALE | ROSEVILLE PUBLIC SCHOOLS | WHITE BEAR LAKE SCHOOLS | ST. PAUL PUBLIC SCHOOLS | RED LAKE FALLS PUBLIC SCHOOLS | MILROY PUBLIC SCHOOLS | WABASSO PUBLIC SCHOOLS | FARIBAUT PUBLIC SCHOOLS | NORTHFIELD PUBLIC SCHOOLS | HILLS-BEAVER CREEK SCHOOLS | BADGER PUBLIC SCHOOLS | ROSEAU PUBLIC SCHOOLS | WARRAND PUBLIC SCHOOLS | CHISHOLM PUBLIC SCHOOLS | ELY PUBLIC SCHOOLS | FLOODWOOD PUBLIC SCHOOLS | HERMANTOWN PUBLIC SCHOOLS | HIBBING PUBLIC SCHOOLS | PROCTOR PUBLIC SCHOOLS | VIRGINIA PUBLIC SCHOOLS | NETT LAKE PUBLIC SCHOOLS | DULUTH PUBLIC SCHOOLS | MOUNTAIN IRON-BURL SCHOOLS | BELLE PLAINE PUBLIC SCHOOLS | JORDAN PUBLIC SCHOOLS | PRIOR LAKE-SAVAGE AREA SCHOOLS | SHAKOPEE PUBLIC SCHOOLS | NEW PRAIRIE AREA SCHOOLS | BECKER PUBLIC SCHOOLS | BIG LAKE PUBLIC SCHOOLS | ELK RIVER PUBLIC SCHOOLS | HOLDINGFORD PUBLIC SCHOOLS | KIMBALL PUBLIC SCHOOLS | MELROSE PUBLIC SCHOOLS | PAINESVILLE PUBLIC SCHOOLS | ST. CLOUD PUBLIC SCHOOLS | SAUK CENTRE PUBLIC SCHOOLS | ALBANY PUBLIC SCHOOLS | SARTELL-ST. STEPHEN SCHOOLS | RODARI PUBLIC SCHOOLS | BLOOMING PRAIRIE PUBLIC SCHOOLS | OWATONNA PUBLIC SCHOOLS | MEDFORD PUBLIC SCHOOLS | HANCOCK PUBLIC SCHOOLS | CHOKIO-ALBERTA PUBLIC SCHOOLS

## 850,000 STUDENTS

**Elected school boards are best positioned to work with their students, parents, and community to address local needs and challenges.**

SCHOOLS | KERKHOVEN-MURDOCK-SUNBURG | BENSON PUBLIC SCHOOLS | BERTHA-HEWITT PUBLIC SCHOOLS | BROWERVILLE PUBLIC SCHOOLS | BROWNS VALLEY PUBLIC SCHOOLS | WHEATON AREA PUBLIC SCHOOLS | WABASHA-KELLOGG PUBLIC SCHOOLS | LAKE CITY PUBLIC SCHOOLS | PRINSBURG PUBLIC SCHOOLS | VERDALE PUBLIC SCHOOLS | SEBEKA PUBLIC SCHOOLS | MENAHA PUBLIC SCHOOLS | WASECA PUBLIC SCHOOLS | FOREST LAKE PUBLIC SCHOOLS | MAHOMEDI PUBLIC SCHOOLS | SOUTH WASHINGTON COUNTY SCHOOLS | STILLWATER AREA PUBLIC SCHOOLS | BUTTERFIELD PUBLIC SCHOOLS | MADEIRA PUBLIC SCHOOLS | ST. JAMES PUBLIC SCHOOLS | BRECKENRIDGE PUBLIC SCHOOLS | ROTHSAY PUBLIC SCHOOLS | CAMPBELL-TINTAH PUBLIC SCHOOLS | LEWISTON-ALTURA PUBLIC SCHOOLS | ST. CHARLES PUBLIC SCHOOLS | WINONA AREA PUBLIC SCHOOLS | SOUTHERN MINN. SPECIAL SERVICE COOP | ANNANDALE PUBLIC SCHOOLS | BUFFALO-HANDOVER-MONTROSE PUBLIC SCHOOLS | DELAND PUBLIC SCHOOLS | MAPLE LAKE PUBLIC SCHOOLS | MONTICELLO PUBLIC SCHOOLS | ROCKFORD PUBLIC SCHOOLS | ST. MICHAEL-ALBERTVILLE SCHOOLS | CANBY PUBLIC SCHOOLS | CAMBRIDGE-ISANTI PUBLIC SCHOOLS | MILACA PUBLIC SCHOOLS | ULEN-HITLERDAL PUBLIC SCHOOLS | SOUTHERN PLAINS EDUCATION COOP | NORTHEAST METRO 916 | INTERMEDIATE SCHOOL 917 | NORTH COUNTRY VOC. COOP. CTR. | REGION 11-METRO EDUC. SERVICE UNIT | REGION 10-SOUTHEAST SERVICE COOP | REGION 9-SOUTH CENTRAL SERVICE COOP | REGION 7-RESOURCE TRNG AND SOLUTION | REGION 5-NATIONAL JOINT POWERS | REGION 4-LAKES COUNTY SERVICE COOP | REGION 3 - NORTHEAST SERVICE COOP | REGION 1 AND 2-NORTHWEST SVC. COOP | FERGUS FALLS AREA SP. ED. COOP. | MEEKER AND WRIGHT SPECIAL EDUCATION | OAK LAND VOCATIONAL COOPERATIVE | EAST RANGE SEC. TECHNICAL CENTER | WRIGHT TECHNICAL CENTER | MINNESOTA VALLEY COOPERATIVE | PINE TO PRAIRIE COOPERATIVE CTR. | REGN 6 AND 8-SW/WC SRV COOPERATIVE | AREA SPECIAL EDUCATION COOPERATIVE | BEMIDJI REGIONAL INTERDIST. COUNCIL | PERPICH CENTER FOR ARTS EDUCATION | CROSSWINDS | LAKE CRYSTAL-WELCOME MEMORIAL | TRITON SCHOOL | UNITED SOUTH CENTRAL SCHOOL DIST. | MAPLE RIVER SCHOOL | KINGSLAND PUBLIC SCHOOL | ST. LOUIS COUNTY SCHOOL | WATERVILLE-ELYSIAN-MORRISTOWN | CHISAGO LAKES SCHOOL | MINNEWASKA SCHOOL | EVELETH-GILBERT SCHOOL | WADENA-DEER CREEK SCHOOL | BUFFALO LK-HECTOR-STEWART PUBLIC SCHOOL | DILWORTH-GLYNDOON-FELTON | HINDKLEY-FINLAYSON SCHOOLS | LAKEVIEW SCHOOL | NRHEG SCHOOL | MURRAY COUNTY CENTRAL SCHOOL DIST. | STAPLES-MOTLEY SCHOOLS | HINTKSON CENTRAL SCHOOLS | KENYON-WANAMINGO SCHOOLS | PINE RIVER-BACKUS SCHOOLS | WARREN-ALVARADO-OSLO SCHOOLS | M.A.C.C.R.A.Y. SCHOOL | LUVERNE PUBLIC SCHOOLS | YELLOW MEDICINE EAST | FILLMORE CENTRAL | NORMAN COUNTY EAST SCHOOLS | SIBLEY EAST SCHOOLS | CLEARBROOK-GONVICK SCHOOLS | WEST CENTRAL AREA | TRI-COUNTY SCHOOLS | BELGRADE-BROOTEN-ELROSA SCHOOLS | G.F.W. | J.A.C.G.C. PUBLIC SCHOOLS | LE SUEUR-HENDERSON SCHOOLS | MARTIN COUNTY WEST SCHOOLS | NORMAN COUNTY WEST SCHOOLS | BIRD ISLAND-OLIVIA-LAKE LILLIAN | GRANADA HUNTLEY-EAST CHAIN | EAST CENTRAL SCHOOLS | WIN-E-MAC SCHOOL | GREENBUSH-MIDDLE RIVER SCHOOLS | HOWARD LAKE-WAVERLY-WINSTE | PIPESTONE AREA SCHOOLS | MESABI EAST SCHOOLS | FAIRMONT AREA SCHOOLS | LONG PRAIRIE-GREY EAGLE SCHOOLS | CEDAR MOUNTAIN SCHOOL | MORRIS AREA PUBLIC SCHOOLS | ZUMBROTA-MAZEPPA SCHOOLS | JANESVILLE-WALDORF-PEMBERTON | LAC QUI PARLE VALLEY SCHOOLS | ADA-BORUP PUBLIC SCHOOLS | STEPHEN-ARGYLE CENTRAL SCHOOLS | GLENCOE-SILVER LAKE SCHOOLS | BLUE EARTH AREA PUBLIC SCHOOLS | RED ROCK CENTRAL SCHOOLS | GLENVIEW-EMMONS SCHOOLS | CLINTON-GRACEVILLE-BEARDSLEY | LAKE PARK ADUBON SCHOOLS | RENVILLE COUNTY WEST SCHOOLS | JACKSON COUNTY CENTRAL SCHOOLS | REDWOOD AREA SCHOOLS | WESTBROOK-WALNUT GROVE SCHOOLS | PLAINVIEW-ELGIN-MILLVILLE | RTR PUBLIC SCHOOLS | ORTONVILLE PUBLIC SCHOOLS | TRACY AREA PUBLIC SCHOOLS | TRI-CITY UNITED SCHOOLS | RED LAKE COUNTY CENTRAL PUBLIC SCHOOLS | ROUND LAKE-BREWSTER PUBLIC SCHOOLS | BRANDON-EVANVILLE PUBLIC SCHOOLS

## REDUCE MANDATES

**Each school district faces unique needs which depend on a variety of factors, including demographics, geography, and district size.**

- Repeal the resolution requirement for combined polling place
- Repeal the report to PELSB for Probationary Teacher Release
- Repeal requirement to publish minutes and budget information in a local newspaper
- Resist statewide mandates that conflict with local bargaining
- Reinstate the sales tax exemption for school district fundraising
- Reinstate the “pending” status for a new teacher who has completed a district background check
- Reduce special education paperwork in the areas of functional behavioral assessment and short-term objectives
- Reinstate school board authority to determine school calendar
- Repeal requirement that percentage of district compensatory funding be used for extended time
- Replace wage theft notification with a collective bargaining agreement
- Recognize a grace period is sometimes necessary for wage theft notification



Intermediate School District #917

Proposed Revised Budget

2019 -2020

February 04, 2020

## ISD 917 Hours and Rate Comparison Secondary Education & Special Education Programs

### Secondary Technical Center Programs:

	2018-19 Final Hrly Rates	2019-20 Est. Hrly Rates	% change
* Secondary Career and Technical Programs Average Rate	\$ 14.48	\$ 13.61	-6.01%
Career Exploration Program Rate	\$ 5.46	\$ 9.08	66.30%
Food Industry Careers Program Rate	\$ 8.35	\$ 7.78	-6.83%

	2018-19 Final Billable Hours	2019-20 Est. Billable Hours	% change	
Secondary Vocational Student Billable Hours	106272	111,066	4.51%	(Est. based on 3 yr avg.)
DCALS Student Billable Hours (unweighted)	207756	180,612	-13.07%	(Est. based on 3 yr avg.)
DCALS South Student Billable Hours (unweighted) (New)	0	29,064.00	0.00%	
DCALS North Student Billable Hours (unweighted)	68455	65,394.00	-4.47%	(Est. based on 3 yr avg.)
DCALS Ext. Day Student Billable Hours (unweighted)	57900	40,482.00	-30.08%	(Est. based on 3 yr avg.)
<b>Total Student Billable Hours</b>	<b>440,383</b>	<b>426,618</b>	<b>-3.13%</b>	

### Special Education Programs:

	2018-19 Actual Hrly Rates	2019-20 Est. Hrly Rates	% change
Special Education Resource Program Average Rate	\$ 56.04	\$ 57.18	2.03%
Purchase of Services Agreements Average Cost per F.T.E.	\$ 99,799.72	\$ 107,230.68	7.45%

	2018-19 Actual Billable Hours	2019-20 Est. Billable Hours	% change
Special Education Resource Student Billable Hours	469,420	540,015	15.04%
Special Education Purchase of Service Billable Hrs	45,752	45,788	0.08%
<b>Total Student Billable Hours</b>	<b>515,172</b>	<b>585,803</b>	<b>13.71%</b>

# Intermediate School District 917

2019-2020

## Overview of Proposed Revised Budget

Fund #	Fund Name	Actual Fund Balance 6/30/2019	Projected Revenues	Projected Expenditures	Projected Fund Balance 6/30/2020
1	Secondary	3,296,794	4,325,455	4,399,740	3,222,509
2	Special Education	6,465,076	38,965,348	38,816,711	6,613,713
5	Gen Capital Exp.	7,778	531,800	525,700	13,878
10	Institutional Support	0	36,916	36,916	0
13	Secondary Resale	19,789	39,500	38,613	20,676
14	Special Ed Resale	7,094	10,500	11,000	6,594
15	917 Support Services	671	0	0	671
50	Student Activities	3,820	2,400	2,800	3,420
	<b>Total Operating Fund</b>	<b>9,797,202</b>	<b>43,911,919</b>	<b>43,831,480</b>	<b>9,878,041</b>
3	Food and Nutrition	0	171,595	171,595	0
6	Capital Projects (Bldg)	0	0	0	0
7	Debt Service	0	0	0	0
8	Trust Fund	0	0	0	0
9	Agency Funds	0	0	0	0
20	Internal Service Fund	-718,957	167,279	142,500	-694,178
21	Self Funded Dental Ins. Plan	381,792	380,000	450,000	311,792
22	Self Funded Health Ins. Plan	1,968,062	4,232,240	3,727,500	2,472,802
	<b>Total Funds</b>	<b>11,428,099</b>	<b>48,863,033</b>	<b>48,323,075</b>	<b>11,968,457</b>

The general funds projected reserved/unassigned fund balance as of 6/30/2020  
 Preliminary operating fund balance \$ 9,878,041

Preliminary operating fund balance as a percentage of expenditures 22.54%  
 Excluding restricted fund balance (fund 5) 22.78%

FY19 unassigned fund balance 24.20%

**Intermediate School District 917  
Balance Sheet - GASB 54 Fund Balances  
Governmental Funds as of June 30, 2020**

	General Fund																Food Service	Capitol Projects	Debt Service	Trust Fund	Agency Fund	Internal Service Fund	Self Funded Dental	Self Funded Medical	Student Activities			
	Fund 1	Fund 2	Fund 5	Fund 10	Fund 13	Fund 14	Fund 15	Fund 3	Fund 6	Fund 7	Fund 8	Fund 9	Fund 20	Fund 21	Fund 22	Fund 50												
Nonspendable:																												
Inventories																												
Prepaid Expenses																												
Restricted for:																												
health and safety																												
basic skills																												
compensatory																												
deferred maintenance projects																												
operating capitol/Bond payment				13,878																								
safe schools levy																												
OPEB																												
other fund activities																												
Committed for:																												
fund balance for next year operations																												
Assigned for:																												
next year severance pay																												
next year retiree health insurance																												
school carryover budgets																												
Scholarships																												
encumbrances																												
Unassigned for:																												
unassigned	3,222,509	6,613,713	0	0	20,676	6,594	671				0		-694,178	311,792	2,472,802	3,420												
19-20 Projected Fund Balance	\$ 3,222,509	6,613,713	13,878	0	20,676	6,594	671	0	0	0	0	0	-694,178	311,792	2,472,802	3,420	11,971,877											
18-19 Final Fund Balance	\$ 3,296,794	6,465,076	7,778	0	19,789	7,094	671	0	0	0	0	0	-718,957	381,792	1,968,062	3,820	11,428,099											
Change	-74,285	148,637	6,100	0	887	-500	0	0	0	0	0	0	24,779	-70,000	504,740	-400	540,358											

# Intermediate School District 917

## Expenditure Comparison

### 2019-20 Adopted Budget and 2019-20 Revised Budget

Fund #	Description	FY 19-20 Adopted Expenditures	FY 19-20 Revised Exp. Budget	Difference	Percent Change
1	Secondary	4,139,161	4,399,740	260,579	6.30%
2	Special Ed.	39,546,115	38,816,711	-729,404	-1.84%
5	Capital Improvements	524,900	525,700	800	0.15%
10	Institutional Support	36,200	36,916	716	1.98%
13	Secondary Resale	39,973	38,613	-1,360	-3.40%
14	Special Ed Resale	11,000	11,000	0	0.00%
15	917 Support Services	0	0	0	0.00%
50	Student Activities	0	2,800	2,800	0.00%
	<b>Total Operating Fund</b>	<b>44,297,349</b>	<b>43,831,480</b>	<b>-465,869</b>	<b>-1.05%</b>
3	Food and Nutrition	172,920	171,595	-1,325	-0.77%
6	Building Fund	0	0	0	0.00%
7	Debt Redemption	0	0	0	0.00%
8	Trust Fund	0	0	0	#DIV/0!
9	Agency Funds	0	0	0	0.00%
20	Internal Service Fund	144,200	142,500	-1,700	-1.18%
21	Self Funded Dental Ins. Plan	400,000	450,000	50,000	12.50%
22	Self Funded Health Ins. Plan	3,566,500	3,727,500	161,000	4.51%
	<b>Total Funds</b>	<b>48,580,969</b>	<b>48,323,075</b>	<b>-257,894</b>	<b>-0.53%</b>

**Highlight of significant changes between 2019-20 adopted exp vs revised exp:**

Fund 1 Increase .50 FTE dean, .50 FTE math teacher, and .25 FTE English teacher starting after January, 2020 \$121,000-van \$30,000-DCALS new site unanticipated supplies/equipment-\$10,185, Safe Schools levy shift-\$13,800, DCTC sheriff contract-\$7000, Compensatory-\$12,010 and increase in 360 communities contract \$15,000.

Fund 2 Increase carryover of Compensatory-\$157,350, LCTS funds-\$9540, staff development-\$39,500, Supplies/equipment-\$11,800. Decrease in: .5 FTE lic. staff and 10 FTE non-lic. staff CASE, .5 FTE lic. staff DHH, 1 FTE non-lic staff PACES, 2.5 lic. staff and 12 non-lic. staff SUN- (\$934,000) and a shift in budget from salaries/benefits to contracted services for unfilled nursing, speech therapist and health assoc. positions-\$369,116.

Fund 13 Decrease due to discontinuance of DCALS school store.

Fund 50 Student activities accounts moved to the General Fund as required by GASB statement #84.

Fund 3 Decrease is a result of a combination of closing YTP and expansion of Concord SUN Program.

Funds 21 & 22 Anticipating an increase in participation with increase in staff resulting in an increase in fees to administer program and claims.

# Intermediate School District 917

## Expenditure Comparison

### 2018-19 Actuals vs. 2019-20 Revised Budget

Fund #	Description	FY 18-19 Actual Expenditures	FY 19-20 Revised Exp. Budget	Difference	Percent Change
1	Secondary	3,713,374	4,399,740	686,366	18.48%
2	Special Ed.	33,857,291	38,816,711	4,959,420	14.65%
5	Capital Improvements	526,500	525,700	-800	-0.15%
10	Institutional Support	500,040	36,916	-463,124	-92.62%
13	Secondary Resale	21,538	38,613	17,075	79.28%
14	Special Ed Resale	12,908	11,000	-1,908	-14.78%
15	917 Support Services	0	0	0	0.00%
50	Student Activities	306	2,800	2,494	0.00%
	<b>Total Operating Fund</b>	<b>38,631,957</b>	<b>43,831,480</b>	<b>5,199,523</b>	<b>13.46%</b>
3	Food and Nutrition	159,490	171,595	12,105	7.59%
6	Building Fund	0	0	0	0.00%
7	Debt Redemption	0	0	0	0.00%
8	Trust Fund	2,144	0	-2,144	-100.00%
9	Agency Funds	0	0	0	0.00%
20	Internal Service Fund	131,096	142,500	11,404	8.70%
21	Self Funded Dental Ins. Plan	437,654	450,000	12,346	2.82%
22	Self Funded Health Ins. Plan	3,554,213	3,727,500	173,287	4.88%
	<b>Total Funds</b>	<b>42,916,554</b>	<b>48,323,075</b>	<b>5,406,521</b>	<b>12.60%</b>

**Highlight of significant changes between 2019-20 adopted exp vs revised exp:**

- Fund 1 Salary and benefit increases built in for estimated and actual contract settlements, additional budget adjustments enclosed on the 6th page of this document.
- Fund 2 Salary and benefit increases built in for estimated and actual contract settlements, additional budget adjustments enclosed on the 6th page of this document.
- Fund 10 Decrease in expenditures due to proposed discontinuance of 360 Community contracts on behalf of member districts.
- Fund 13 Increase proposed in Food Industry Careers and Fundamental Chef resale activities.
- Fund 3 Increase is a result of a combination of closing YTP and expansion of Concord SUN Program.
- Funds 21 & 22 Anticipating an increase in participation with increase in staff resulting in a increase in fees to administer program and claims.

**FY20 Intermediate School District 917 Revised Budget Assumptions**

**2% increase in General Ed formula per ADM**

**2018-20 Contracts settled:**

Classified School Year costs for salary and benefits		
Classified Full Year costs for salary and benefits		
Clerical costs for salary and benefits	3.75%	Average
Custodians costs for salary and benefits		
Executive Assistant costs for salary and benefits		
Health Assoc. costs for salary and benefits		
Interpreters cost for salary and benefits		
Paraprofessionals cost for salary and benefits		

**2019-21 Contracts settled:**

Teachers	4.35%	
Superintendent		

**2019-21 Contracts unsettled:**

Administrators (includes Bus. Manager, Sp. Ed Director, Asst Directors/Principals and IT)	2.43%	Est. Average
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**Enrollment Assumptions:**

Secondary Vocational Programs	Enrollment increasing	5	ADMs
DCALS South	Enrollment increasing (new)	28	ADMs
DCALS	Enrollment decrease ( based on 3 yr avg.)	-25	ADMs
DCALS North	Enrollment decrease ( based on 3 yr avg.)	-2	ADMs
Ext Year On-line	Enrollment decrease ( based on 3 yr avg.)	-22	ADMs
Special Education	Enrollment increasing	68	ADMs

**Total ADM Changes**

**52**

**FY19 vs. FY20 staffing and budget comparison**

<b>Fund 1</b>				
DCALS	FY20 reduction in furniture and equipment budget upgrades occurred in FY19			(\$78,500)
	FY20 .375 Teacher FTE add and 360 Communities contract for Social Worker			\$46,750
DCALS North	FY20 .375 Teacher FTE add and 360 Communities contract for Social Worker			\$46,900
DCALS South	FY20 open new program 3 teachers, 1 Admin. Asst., .3 Social Workers,	4.3	FTE	
	supplies, equipment, and maintenance.			\$427,337
Secondary Vocational	FY20 reduction in equipment, prior year purchased a hydraulic lift in Vehicle Services,			(\$22,235)
	reduction in .4 FTE graphics due to retirement and built in .6 FTE replacement.			(\$89,865)
District Wide	Decrease in ISD 917 overhead allocation which includes supt, HR, business office, IT depts.			(\$29,953)
	Increase .50 FTE Dean			\$57,400
	Decrease in CPIP grant unknown for FY20			(\$14,235)
	Increase in workers compensation and reemployment			\$11,000
	Increase Safe Schools levy			\$17,896
	Increase in Carl Perkins grant			\$38,196
	Increase 2 vans purchased			\$55,661
	<b>Total Changes in Fund 1</b>			<b>\$466,352</b>
<b>Fund 2</b>				
CASE Program	Increase 1 teacher, 12 paras	13	FTE	\$492,000
DCALS Program	Increase 1 teacher	1	FTE	\$68,558
D/HH Program	Increase .5 teacher	0.5	FTE	\$42,000
PACES	Increase 1 para open compliment	1	FTE	\$27,000
RIVERSIDE PROGRAM	Decrease 1 teacher	-1	FTE	(\$66,350)
SUN program	Increase 6.5 teachers, 33 paras, .90 OT,	45.75	FTE	\$2,426,760
	2 BCBA's, .60 school social worker, .40 school psychologist,			
	.5 custodian and added 2 PAES labs, one at CEC and one at AEC.			
	(.85 admin. assistant, and 1.0 social worker)			
TESA Program	3 teachers, 6 paras, shared .45 health assoc. and .4 admin asst., supplies/equipment	9.85	FTE	\$620,200
	and CAMs for Bloomington space			
YTP Program closed	Decrease 7 teachers and 6 paras and supplies and equipment annual costs	-13	FTE	(\$817,445)
District Wide Increases	Increase in overhead allocation			\$252,296
	Increase in Workers Compensation due to staffing growth and new mod. factor			\$38,476
	Increase in overall leases increased, new site Concord lease has addtl 2 months			\$157,588
	Increase 1.5 speech pathologist			\$93,900
	Increase in overall ESY program			\$68,126
	Decrease overall in grant funds (MA, Title I, LCTS, level VI staff development, Compensatory and Safe Schools)			-\$235,200
	Decrease overall remodeling in FY20 due to not having the build out expense from Concord in FY19			\$330,384
	<b>Total Changes in Fund 2</b>	<b>57.1</b>		<b>\$3,498,293</b>

**Net Changes**

**57.1**

**\$3,964,645**

**ISD 917 Levies FY19 vs. FY20**

District	FY19 Lease Levy payable 2019	FY20 Lease Levy payable 2020	FY20 AEC Levy payable 2019	FY21 AEC Levy payable 2020	FY19 Safe School Levy payable 2019	FY20 Safe School Levy payable 2020	FY20 LTFM payable 2019	FY21 LTFM payable 2020	\$ change from prior year levies	% Change from prior year levies
6	\$65,513.82	<b>\$77,316.49</b>	\$38,889.59	<b>\$34,910.18</b>	\$58,403.70	<b>\$54,078.00</b>	\$3,342.37	<b>\$1,213.44</b>	\$1,368.63	0.82%
191	\$148,499.12	<b>\$163,695.58</b>	\$75,660.36	<b>\$75,540.01</b>	\$121,945.00	<b>\$138,585.00</b>	\$11,112.24	<b>\$4,147.24</b>	\$24,751.11	6.93%
192	\$171,370.33	<b>\$190,002.19</b>	\$70,576.02	<b>\$68,982.99</b>	\$112,473.00	<b>\$118,347.00</b>	\$6,727.16	<b>\$2,637.01</b>	\$18,822.68	5.21%
194	\$209,497.83	<b>\$235,008.31</b>	\$90,473.93	<b>\$89,218.83</b>	\$179,289.00	<b>\$189,090.00</b>	\$12,464.96	<b>\$4,853.77</b>	\$26,445.19	5.38%
195	\$11,652.24	<b>\$11,045.57</b>	\$4,039.53	<b>\$4,197.36</b>	\$9,142.50	<b>\$11,322.00</b>	\$814.41	<b>\$309.93</b>	\$1,226.18	4.78%
197	\$154,515.61	<b>\$149,490.38</b>	\$53,703.02	<b>\$54,838.91</b>	\$81,736.50	<b>\$82,965.00</b>	\$7,962.39	<b>\$3,067.75</b>	<b>(\$7,555.48)</b>	-2.54%
199	\$109,555.46	<b>\$115,404.67</b>	\$39,363.29	<b>\$44,291.06</b>	\$53,049.75	<b>\$57,420.00</b>	\$4,676.00	<b>\$1,680.96</b>	\$12,152.19	5.88%
200	\$119,170.19	<b>\$156,860.86</b>	\$59,184.24	<b>\$58,431.83</b>	\$72,279.00	<b>\$71,295.00</b>	\$5,326.39	<b>\$2,009.27</b>	\$32,637.14	12.75%
271	\$229,341.20	<b>\$254,407.79</b>	\$90,810.02	<b>\$96,388.83</b>	\$140,755.00	<b>\$166,422.00</b>	\$16,774.08	<b>\$6,345.63</b>	\$45,883.95	9.61%
Totals	\$1,219,115.80	<b>\$1,353,231.84</b>	\$522,700.00	<b>\$526,800.00</b>	\$829,073.45	<b>\$889,524.00</b>	\$69,200.00	<b>\$26,265.00</b>	\$155,731.59	5.90%

\* Lease Levy allocated based on 4 variables:

\*Safe School Levy allocated based on APU's

\*LTFM levy allocated based on 2 variables:

TNTC, APU's, Five Year Average Special Education Tuition Costs, and 18-19 Student Utilization

TNTC and APU's

**ISD 917 2019-20 Maintenance Projects by building location:**

Alliance Education Center:

Update camera system	\$18,153	Fund 2
Gym floor (\$43,700 LTFM portion)	\$54,910	Fund 2
Security entrance/remodeling itinerant space	\$107,000	Fund 2
Replace entrance doors	\$47,500	Fund 2
Ships Ladder	\$12,000	Fund 2
Roof repair	\$20,720	Fund 2

Concord Education Center

Blinds	\$9,658	Fund 2
Acoustical panels for gym	\$9,900	Fund 2
General repairs/maintenance	\$35,500	Fund 2
Delayed egress	\$10,000	Fund 2
Furniture for expansion of 9 classrooms	\$50,500	Fund 2

Lebanon Education Center:

Reconfigure front entry	\$12,000	Fund 2
Door replacement in lunchroom	\$11,000	Fund 2
Blinds	\$9,000	Fund 2
Security cameras	\$21,000	Fund 2

**Grand Total** **\$428,841**

# MEMORANDUM

TO: School Board  
FROM: Mark A. Zuzek  
DATE: January 29, 2020  
REGARDING: Policy Review Update for the board meeting

The attached policies are for a first reading on the January 7, 2020, School Board meeting.

## **Policy 418.1 – Employee Assistance Program**

This policy is an additional part of Policy 418 – Drug Free Workplace/Drug Free School that was approved in November. This additional language was last reviewed in May of 2007. Having a process and providing support for employees is mandatory, but referencing it in policy is not mandatory. This policy does not require an annual review, but should be placed in association with policy 418, as policy 418.1 is a sub portion of policy 418.

## **Policy 516 – Student Medication (old policy 6.74)**

This was reviewed last in 2016 as policy 6.74 Special Education Health Service. The MSBA Policy is more thorough in definitions. I suggest we use the majority of this new Policy 516 adopted from MSBA. Don Budach has facilitated a review of the policy with the nurses. I support their recommendation that the Policy be approved as written. This policy is mandatory and does not require an annual review.

## **Policy 534 – Unpaid Meal Charges (old policy 680)**

This policy was last reviewed on November of 2017. In keeping with updating our policies, we are changing the policy numbers to match the MSBA Policies. This was old policy number 680 Student Meal Charge Policy. Minor language changes are in the MSBA Policy 534. This policy is mandatory and does not require annual review.

## **Policy 721 (old policy 904) – Uniform Grant Guidance Policy Regarding Federal Revenue Sources.**

This policy has minor changes on page 2 under Procurement Methods and also an additional paragraph on page 8 under “Internal Controls.” This policy is mandatory but does not require an annual review.

## **Policy 722 – Public Data Requests**

This policy is new. I suggest we use the full version of the MSBA Model Policy. This policy is mandatory and does not require annual review.

## **Recommendation:**

**Superintendent Mark A. Zuzek recommends the approval of the attached policies as they are written.**

*(Note to School Board members: Previously this policy was developed to accompany Policy 418 Drug-free Workplace/Drug-free School. The intention of the inclusion of this policy is articulate the empathetic and supportive efforts in addition to the employee discipline components of Policy 418.)*

## **418 DRUG-FREE WORKPLACE/DRUG-FREE SCHOOL**

### **418.1 EMPLOYEE ASSISTANCE PROGRAM**

#### **I. PURPOSE**

Intermediate School District 917 recognizes that a wide range of personnel problems not directly associated with one's job function can influence an employee's job performance.

It is also recognized that almost any human problem can be successfully dealt with, provided it is identified in its early stages and referral is made through an appropriate helping resource. This applies to a broad range of problems including such developments as physical illness, mental or emotional problems, financial difficulties, marital or family distress, alcohol and other drug abuse problems, legal problems, and many other concerns. Therefore, Intermediate School District No. 917 believes it is in the best interest of the employee, the employee's family and the School District as an employer, to provide an employee service which will assist in dealing with problems of a personal nature. The policy under which such problems will be handled is set forth in the following framework.

- A. The School Board is concerned with an employee's personal problems only when job performance is adversely affected. Therefore, the Board wishes to emphasize that while it is generally concerned with the health and well-being of its employees, it has no desire to interfere in their private lives.
- B. This policy applies to all employees of Intermediate School District 917.
- C. The program is also available to families or dependents of employees since it is recognized that problems at home can have adverse effects on an employee's ability to function while at work.
- D. If an employee or their dependents realize that they have personal problems that may benefit from the assistance provided by the Employee Assistance Program, they are encouraged to seek assistance on their own and will be supported in efforts to do so.

- E. Participation in the program will not jeopardize an employee's job security, promotional opportunities, or reputation.
- F. All records and discussions of personal problems will be handled in a confidential manner as are other medical records.
- G. Past experience shows that a significant portion of the problems encountered in such programs are related to problems involving the use of alcohol and other drugs. It will be the policy of Intermediate School District 917 that chemical dependence is recognized as a treatable illness and will be dealt with as such.
- H. The program is designed to provide early identification, motivation and referral to appropriate care-giving resources in order to facilitate the resolution of any serious personal problems the employee might have. It is not designed to provide treatment or counseling.
- I. The School Board or its designees will make every reasonable effort to assist and encourage the employee to make the decision to accept the recommended form of treatment. If the employee refuses to accept treatment or continually does not respond to treatment or the significant indication or poor job performance persists, the situation will be handled as any other case which adversely affects job performance.
- J. The District has contracted with an Employee Assistance Service provider, Sand Creek Workplace Wellness at [www.sandcreekeap.com](http://www.sandcreekeap.com). The information for accessing the employee assistance program is available on the District's website, and in the staff handbook. Additional confidential support is also provided in association with the District's health care insurance through Healthiest You at <https://member.healthiestyou.com/>.**

## **516 STUDENT MEDICATION**

### **I. PURPOSE**

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

### **II. GENERAL STATEMENT OF POLICY**

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

### **III. REQUIREMENTS**

- A. The administration of prescription medication or drugs at school requires a completed signed request from the student's parent or guardian. An oral request must be reduced to writing within two school days, provided that the school district may rely on an oral request until a written request is received.
- B. An "Administering Prescription Medications" form must be completed annually (once per school year) and/or when a change in the prescription or requirements for administration occurs. Prescription medication as used in this policy does not include any form of medical cannabis as defined in Minn. Stat. § 152.22, Subd. 6.
- C. Prescription medication must come to school in the original container labeled for the student by a pharmacist in accordance with law, and must be administered in a manner consistent with the instructions on the label.
- D. The school nurse may request to receive further information about the prescription, if needed, prior to administration of the substance.
- E. Prescription medications are not to be carried by the student, but will be left with the appropriate school district personnel. Exceptions to this requirement are: prescription asthma medications self-administered with an inhaler (See Part J.5. below), and medications administered as noted in a written agreement between the school district and the parent or guardian or as specified in an IEP (individualized education program), Section 504 plan, or IHP (individual health plan).
- F. The school must be notified immediately by the parent or guardian or student 18

years old or older in writing of any change in the student's prescription medication administration. A new medical authorization or container label with new pharmacy instructions shall be required immediately as well.

- G. For drugs or medicine used by children with a disability, administration may be as provided in the IEP, Section 504 plan or IHP.
- H. The school nurse, or other designated person, shall be responsible for the filing of the Administering Prescription Medications form in the health records section of the student file. The school nurse, or other designated person, shall be responsible for providing a copy of such form to the principal and to other personnel designated to administer the medication.
- I. Procedures for administration of drugs and medicine at school and school activities shall be developed in consultation with a school nurse, a licensed school nurse, or a public or private health organization or other appropriate party (if appropriately contracted by the school district under Minn. Stat. § 121A.21). The school district administration shall submit these procedures and any additional guidelines and procedures necessary to implement this policy to the school board for approval. Upon approval by the school board, such guidelines and procedures shall be an addendum to this policy.
- J. Specific Exceptions:
  - 1. Special health treatments and health functions such as catheterization, tracheostomy suctioning, and gastrostomy feedings do not constitute administration of drugs and medicine;
  - 2. Emergency health procedures, including emergency administration of drugs and medicine are not subject to this policy;
  - 3. Drugs or medicine provided or administered by a public health agency to prevent or control an illness or a disease outbreak are not governed by this policy;
  - 4. Drugs or medicines used at school in connection with services for which a minor may give effective consent are not governed by this policy;
  - 5. Drugs or medicines that are prescription asthma or reactive airway disease medications can be self-administered by a student with an asthma inhaler if:
    - a. the school district has received a written authorization from the pupil's parent or guardian permitting the student to self-administer the medication;
    - b. the inhaler is properly labeled for that student; and

- c. the parent or guardian has not requested school personnel to administer the medication to the student.

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

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

6. Medications:

- a. that are used off school grounds;
- b. that are used in connection with athletics or extracurricular activities; or
- c. that are used in connection with activities that occur before or after the regular school day are not governed by this policy.

7. Nonprescription Medication.

**The school district will not purchase or have a supply of any over the counter (nonprescription) medications for distribution to students. If a parent or guardian requests that their child have access to a nonprescription medication, it must be provided by the parent or guardian and will be kept in and distributed by the health office.**

**Nonprescriptive medication provided by a parent or guardian for students through 8<sup>th</sup> grade, will be kept in the health office.**

A secondary student may possess and use nonprescription pain relief in a manner consistent with the labeling, if the school district has received written authorization from the student's parent or guardian permitting the student to self-administer the medication, **unless prohibited by program procedures**. The parent or guardian must submit written authorization for the student to self-administer the medication each school year. The school district may revoke a student's privilege to possess and use nonprescription pain relievers if the school district determines that the student is abusing the privilege. This provision does not apply to the

possession or use of any drug or product containing ephedrine or pseudoephedrine as its sole active ingredient or as one of its active ingredients. Except as stated in this paragraph, only prescription medications are governed by this policy.

8. At the start of each school year or at the time a student enrolls in school, whichever is first, a student's parent or guardian, school staff, including those responsible for student health care, and the prescribing medical professional must develop and implement an individualized written health plan for a student who is prescribed epinephrine auto-injectors that enables the student to:
  - a. possess epinephrine auto-injectors; or
  - b. if the parent or guardian and prescribing medical professional determine the student is unable to possess the epinephrine, have immediate access to epinephrine auto-injectors in close proximity to the student at all times during the instructional day.

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

9. A student may possess and apply a topical sunscreen product during the school day while on school property or at a school-sponsored event without a prescription, physician's note, or other documentation from a licensed health care professional. School personnel are not required to provide sunscreen or assist students in applying sunscreen.
- K. "Parent or guardian" for students 18 years old or older is the student, **unless the student has an appointed guardian.**
- L. Districts and schools may obtain and possess epinephrine auto-injectors to be maintained and administered by school personnel to a student or other individual if, in good faith, it is determined that person is experiencing anaphylaxis regardless of whether the student or other individual has a prescription for an epinephrine auto-injector. The administration of an epinephrine auto-injector in accordance with this section is not the practice of medicine.

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

Minn. Stat. § 121A.21 (Hiring of Health Personnel)  
Minn. Stat. § 121A.22 (Administration of Drugs and Medicine)  
Minn. Stat. § 121A.221 (Possession and Use of Asthma Inhalers by Asthmatic Students)  
Minn. Stat. § 121A.222 (Possession and Use of Nonprescription Pain Relievers by Secondary Students)  
Minn. Stat. § 121A.2205 (Possession and Use of Epinephrine Auto-Injectors; Model Policy)  
Minn. Stat. § 121A.2207 (Life-Threatening Allergies in Schools; Stock Supply of Epinephrine Auto-Injectors)  
Minn. Stat. § 121A.223 (Possession and Use of Sunscreen)  
Minn. Stat. § 151.212 (Label of Prescription Drug Containers)  
Minn. Stat. § 152.22 (Medical Cannabis; Definitions)  
Minn. Stat. § 152.23 (Medical Cannabis; Limitations)  
20 U.S.C. § 1400 *et seq.* (Individuals with Disabilities Education Improvement Act of 2004)  
29 U.S.C. § 794 *et seq.* (Rehabilitation Act of 1973, § 504)

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

## **534 UNPAID MEAL CHARGES**

### **I. PURPOSE**

The purpose of this policy is to ensure that students receive healthy and nutritious meals through the school district's nutrition program and that school district employees, families, and students have a shared understanding of expectations regarding meal charges. The policy seeks to allow students to receive the nutrition they need to stay focused during the school day and minimize identification of students with insufficient funds to pay for school meals as well as to maintain the financial integrity of the school nutrition program.

### **II. PAYMENT OF MEALS**

- A. Payment of meals can be submitted via cash or check to the school site administrative assistant or ISD 917 Business Office.
- B. If the school district receives school lunch aid under Minn. Stat. § 124D.111, it must make lunch available without charge to all participating students who qualify for free or reduced-price meals regardless of account balance. Families may apply for free or reduced cost meals at any time during the school year. Applications may be obtained at each school, the district office or online at [http://www.isd917.org/For\\_parents/Food\\_Service](http://www.isd917.org/For_parents/Food_Service).
- C. If a parent or guardian chooses to send in one payment that is to be divided between sibling accounts, the parent or guardian must specify how the funds are to be distributed to the students' accounts. Funds may not be transferred between sibling accounts unless written permission is received from the parent or guardian.

### **III. LOW OR NEGATIVE ACCOUNT BALANCES – NOTIFICATION**

- A. The school district will make reasonable efforts to notify families when meal account balances are low or fall below zero.
- B. If the student balance reaches five (5) unpaid meals and has not paid on their account, the site administrative assistant will place a phone call to the parent or guardian. History of phone calls should be documented by the site administrative assistant. If the parent or guardian is not contacted directly, a message will be left if possible. If the account has not been paid after all attempts mentioned, the account will then be turned over to the school's principal or social worker who will make an attempt to reach the parent/guardian.

- C. Reminders for payment of outstanding student meal balances will not demean or stigmatize any student participating in the school lunch program.

#### **IV. UNPAID MEAL CHARGES**

- A. The school district will make reasonable efforts to communicate with families to resolve the matter of unpaid charges. Where appropriate, families may be encouraged to apply for free and reduced-price meals for their children.
- B. The school district will make reasonable efforts to collect unpaid meal charges classified as delinquent debt. Unpaid meal charges are designated as delinquent debt when payment is overdue, the debt is considered collectable, and efforts are being made to collect it.
- C. The school district may not enlist the assistance of non-school district employees, such as volunteers, to engage in debt collection efforts.
- D. The school district may not deny any student the opportunity to participate in graduation ceremonies or other commencement activities due to unpaid meal charges.
- E. Donations will be accepted and directed to general or specific accounts upon request. All donations will be processed through the ISD 917 Business Office.

#### **V. COMMUNICATION OF POLICY**

- A. This policy and any pertinent supporting information shall be provided in writing (i.e., mail, email, back-to-school packet, student handbook, etc.) to:
  - 1. all households at or before the start of each school year;
  - 2. students and families who transfer into the school district, at the time of enrollment; and
  - 3. all school district personnel who are responsible for enforcing this policy.
- B. The school district may post the policy on the school district's website, in addition to providing the required written notification described above.

**Legal References:** Minn. Stat. § 124D.111, Subd. 4  
42 U.S.C. § 1751 *et seq.* (Healthy and Hunger-Free Kids Act)  
7 C.F.R. § 210 *et seq.* (School Lunch Program Regulations)  
7 C.F.R. § 220.8 (School Breakfast Program Regulations)  
USDA Policy Memorandum SP 46-2016, Unpaid Meal Charges: Local Meal Charge Policies (2016)

USDA Policy Memorandum SP 47-2016, Unpaid Meal Charges:  
Clarification on Collection of Delinquent Meal Payments (2016)  
USDA Policy Memorandum SP 23-2017, Unpaid Meal Charges:  
Guidance and Q&A  
Minn. Op. Atty. Gen. 169j (May 14, 2019) (*Letter to Ricker*)

**904**

**721 UNIFORM GRANT GUIDANCE POLICY REGARDING FEDERAL REVENUE SOURCES**

**I. PURPOSE**

The purpose of this policy is to ensure compliance with the requirements of the federal Uniform Grant Guidance regulations by establishing uniform administrative requirements, cost principles, and audit requirements for federal grant awards received by the school district.

**II. DEFINITIONS**

A. Grants

1. “State-administered grants” are those grants that pass through a state agency such as the Minnesota Department of Education (MDE).
2. “Direct grants” are those grants that do not pass through another agency such as MDE and are awarded directly by the federal awarding agency to the grantee organization. These grants are usually discretionary grants that are awarded by the U.S. Department of Education (DOE) or by another federal awarding agency.

*[Note: All of the requirements outlined in this policy apply to both direct grants and state-administered grants.]*

- B. “Non-federal entity” means a state, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a federal award as a recipient or subrecipient.
- C. “Federal award” has the meaning, depending on the context, in either paragraph 1. or 2. of this definition:
  1. a. The federal financial assistance that a non-federal entity receives directly from a federal awarding agency or indirectly from a pass-through entity, as described in 2 C.F.R. § 200.101 (Applicability); or
  - b. The cost-reimbursement contract under the federal Acquisition Regulations that a non-federal entity receives directly from a federal awarding agency or indirectly from a pass-through entity, as described in 2 C.F.R. § 200.101 (Applicability).

2. The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of 2 C.F.R. § 200.40 (Federal Financial Assistance), or the cost-reimbursement contract awarded under the federal Acquisition Regulations.
  3. “Federal award” does not include other contracts that a federal agency uses to buy goods or services from a contractor or a contract to operate federal-government-owned, contractor-operated facilities.
- D. “Contract” means a legal instrument by which a non-federal entity purchases property or services needed to carry out the project or program under a federal award. The term, as used in 2 C.F.R. Part 200, does not include a legal instrument, even if the non-federal entity considers it a contract, when the substance of the transaction meets the definition of a federal award or subaward.
- E. Procurement Methods
1. “Procurement by micro-purchase” is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (generally ~~\$3,000~~, **\$10,000** except as otherwise discussed in 48 C.F.R. Subpart 2.1 or as periodically adjusted for inflation).
  2. “Procurement by small purchase procedures” are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than ~~\$150,000~~ **\$250,000** (periodically adjusted for inflation).
  3. “Procurement by sealed bids (formal advertising)” is a publicly solicited and a firm, fixed-price contract (lump sum or unit price) awarded to the responsible bidder whose bid, conforming to all the material terms and conditions of the invitation for bids, is the lowest in price.
  4. “Procurement by competitive proposals” is normally conducted with more than one source submitting an offer, and either a fixed-price or cost-reimbursement type contract is awarded. Competitive proposals are generally used when conditions are not appropriate for the use of sealed bids.
  5. “Procurement by noncompetitive proposals” is procurement through solicitation of a proposal from only one source.
- F. “Equipment” means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which exceeds the lesser of the capitalization level established by the non-federal entity for financial statement purposes, or \$5,000.

- G. “Compensation for personal services” includes all remuneration, paid currently or accrued, for services of employees rendered during the period of performance under the federal award, including, but not necessarily limited to, wages and salaries. Compensation for personal services may also include fringe benefits which are addressed in 2 C.F.R. § 200.431 (Compensation - Fringe Benefits).
- H. “Post-retirement health plans” refer to costs of health insurance or health services not included in a pension plan covered by 2 C.F.R. § 200.431(g) for retirees and their spouses, dependents, and survivors.
- I. “Severance pay” is a payment in addition to regular salaries and wages by the non-federal entities to workers whose employment is being terminated.
- J. “Direct costs” are those costs that can be identified specifically with a particular final cost objective, such as a federal award, or other internally or externally funded activity, or that can be directly assigned to such activities relatively easily with a high degree of accuracy.
- K. “Relocation costs” are costs incident to the permanent change of duty assignment (for an indefinite period or for a stated period not less than 12 months) of an existing employee or upon recruitment of a new employee.
- L. “Travel costs” are the expenses for transportation, lodging, subsistence, and related items incurred by employees who are in travel status on official business of the school district.

### **III. CONFLICT OF INTEREST**

- A. Employee Conflict of Interest. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The employees, officers, and agents of the school district may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, the school district may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by employees, officers, or agents of the school district.
- B. Organizational Conflicts of Interest. The school district is unable or appears to be unable to be impartial in conducting a procurement action involving the related organization because of relationships with a parent company, affiliate, or subsidiary organization.

- C. Disclosing Conflicts of Interest. The school district must disclose in writing any potential conflict of interest to MDE in accordance with applicable federal awarding agency policy.

#### IV. ACCEPTABLE METHODS OF PROCUREMENT

- A. General Procurement Standards. The school district must use its own documented procurement procedures which reflect applicable state laws, provided that the procurements conform to the applicable federal law and the standards identified in the Uniform Grant Guidance.
- B. The school district must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.
- C. The school district's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives and any other appropriate analysis to determine the most economical approach.
- D. The school district must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.
- E. The school district must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to, the following: rationale for the method of procurement; selection of the contract type; contractor selection or rejection; and the basis for the contract price.
- F. The school district alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the school district of any contractual responsibilities under its contracts.
- G. The school district must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- H. Methods of Procurement. The school district must use one of the following methods of procurement:
  - 1. Procurement by micro-purchases. To the extent practicable, the school

district must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the school district considers the price to be reasonable.

2. Procurement by small purchase procedures. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources.
3. Procurement by sealed bids (formal advertising).
4. Procurement by competitive proposals. If this method is used, the following requirements apply:
  - a. Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;
  - b. Proposals must be solicited from an adequate number of qualified sources;
  - c. The school district must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;
  - d. Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and
  - e. The school district may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method where price is not used as a selection factor can only be used in procurement of A/E professional services; it cannot be used to purchase other types of services, though A/E firms are a potential source to perform the proposed effort.
5. Procurement by noncompetitive proposals. Procurement by noncompetitive proposals may be used only when one or more of the following circumstances apply:
  - a. The item is available only from a single source;
  - b. The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;

- c. The DOE or MDE expressly authorizes noncompetitive proposals in response to a written request from the school district; or
  - d. After solicitation of a number of sources, competition is determined inadequate.
- I. Competition. The school district must have written procedures for procurement transactions. These procedures must ensure that all solicitations:
  - 1. Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product, or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When making a clear and accurate description of the technical requirements is impractical or uneconomical, a “brand name or equivalent” description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and
  - 2. Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.
- J. The school district must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the school district must not preclude potential bidders from qualifying during the solicitation period.
- K. Non-federal entities are prohibited from contracting with or making subawards under “covered transactions” to parties that are suspended or debarred or whose principals are suspended or debarred. “Covered transactions” include procurement contracts for goods and services awarded under a grant or cooperative agreement that are expected to equal or exceed \$25,000.
- L. All nonprocurement transactions entered into by a recipient (i.e., subawards to subrecipients), irrespective of award amount, are considered covered transactions, unless they are exempt as provided in 2 C.F.R. § 180.215.

**V. MANAGING EQUIPMENT AND SAFEGUARDING ASSETS**

- A. Property Standards. The school district must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with federal funds as provided to property owned by the non-federal

entity. Federally owned property need not be insured unless required by the terms and conditions of the federal award.

The school district must adhere to the requirements concerning real property, equipment, supplies, and intangible property set forth in 2 C.F.R. §§ 200.311, 200.314, and 200.315.

**B. Equipment**

Management requirements. Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part under a federal award, until disposition takes place will, at a minimum, meet the following requirements:

1. Property records must be maintained that include a description of the property; a serial number or other identification number; the source of the funding for the property (including the federal award identification number (FAIN)); who holds title; the acquisition date; the cost of the property; the percentage of the federal participation in the project costs for the federal award under which the property was acquired; the location, use, and condition of the property; and any ultimate disposition data, including the date of disposition and sale price of the property.
2. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.
3. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.
4. Adequate maintenance procedures must be developed to keep property in good condition.
5. If the school district is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

**VI. FINANCIAL MANAGEMENT REQUIREMENTS**

- A. Financial Management. The school district's financial management systems, including records documenting compliance with federal statutes, regulations, and the terms and conditions of the federal award, must be sufficient to permit the preparation of reports required by general and program-specific terms and conditions; and the tracing of funds to a level of expenditures adequate to establish that such funds have been used according to the federal statutes, regulations, and the terms and conditions of the federal award.
- B. Payment. The school district must be paid in advance, provided it maintains or demonstrates the willingness to maintain both written procedures that minimize

the time elapsing between the transfer of funds and disbursement between the school district and the financial management systems that meet the standards for fund control.

Advance payments to a school district must be limited to the minimum amounts needed and timed to be in accordance with the actual, immediate cash requirements of the school district in carrying out the purpose of the approved program or project. The timing and amount of advance payments must be as close as is administratively feasible to the actual disbursements by the non-federal entity for direct program or project costs and the proportionate share of any allowable indirect costs. The school district must make timely payment to contractors in accordance with the contract provisions.

- C. Internal Controls. The school district must establish and maintain effective internal control over the federal award that provides reasonable assurance that the school district is managing the federal award in compliance with federal statutes, regulations, and the terms and conditions of the federal award. **These internal controls should be in compliance with guidance in “Standards for Internal Control in the Federal Government,” issued by the Comptroller General of the United States, or the “Internal Control Integrated Framework,” issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).**
- D. The school district must comply with federal statutes, regulations, and the terms and conditions of the federal award.

The school district must also evaluate and monitor the school district’s compliance with statutes, regulations, and the terms and conditions of the federal award.

The school district must also take prompt action when instances of noncompliance are identified, including noncompliance identified in audit findings.

The school district must take reasonable measures to safeguard protected personally identifiable information considered sensitive consistent with applicable federal and state laws regarding privacy and obligations of confidentiality.

## VII. ALLOWABLE USE OF FUNDS AND COST PRINCIPLES

- A. Allowable Use of Funds. The school district administration and board will enforce appropriate procedures and penalties for program, compliance, and accounting staff responsible for the allocation of federal grant costs based on their allowability and their conformity with federal cost principles to determine the allowability of costs.
- B. Definitions

1. “Allowable cost” means a cost that complies with all legal requirements that apply to a particular federal education program, including statutes, regulations, guidance, applications, and approved grant awards.
2. “Education Department General Administrative Regulations (EDGAR)” means a compilation of regulations that apply to federal education programs. These regulations contain important rules governing the administration of federal education programs and include rules affecting the allowable use of federal funds (including rules regarding allowable costs, the period of availability of federal awards, documentation requirements, and grants management requirements). EDGAR can be accessed at: <http://www2.ed.gov/policy/fund/reg/edgarReg/edgar.html>.
3. “Omni Circular” or “2 C.F.R. Part 200s” or “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards” means federal cost principles that provide standards for determining whether costs may be charged to federal grants.
4. “Advance payment” means a payment that a federal awarding agency or passthrough entity makes by any appropriate payment mechanism, including a predetermined payment schedule, before the non-federal entity disburses the funds for program purposes.

C. Allowable Costs. The following items are costs that may be allowable under the 2 C.F.R. Part 200s under specific conditions:

1. Advisory councils;
2. Audit costs and related services;
3. Bonding costs;
4. Communication costs;
5. Compensation for personal services;
6. Depreciation and use allowances;
7. Employee morale, health, and welfare costs;
8. Equipment and other capital expenditures;
9. Gains and losses on disposition of depreciable property and other capital assets and substantial relocation of federal programs;
10. Insurance and indemnification;
11. Maintenance, operations, and repairs;

12. Materials and supplies costs;
13. Meetings and conferences;
14. Memberships, subscriptions, and professional activity costs;
15. Security costs;
16. Professional service costs;
17. Proposal costs;
18. Publication and printing costs;
19. Rearrangement and alteration costs;
20. Rental costs of building and equipment;
21. Training costs; and
22. Travel costs.

D. Costs Forbidden by Federal Law. 2 CFR Part 200s and EDGAR identify certain costs that may never be paid with federal funds. The following list provides examples of such costs. If a cost is on this list, it may not be supported with federal funds. The fact that a cost is not on this list does not mean it is necessarily permissible. Other important restrictions apply to federal funds, such as those items detailed in the 2 CFR Part 200s; thus, the following list is not exhaustive:

1. Advertising and public relations costs (with limited exceptions), including promotional items and memorabilia, models, gifts, and souvenirs;
2. Alcoholic beverages;
3. Bad debts;
4. Contingency provisions (with limited exceptions);
5. Fundraising and investment management costs (with limited exceptions);
6. Donations;
7. Contributions;
8. Entertainment (amusement, diversion, and social activities and any associated costs);

9. Fines and penalties;
10. General government expenses (with limited exceptions pertaining to Indian tribal governments and Councils of Government (COGs));
11. Goods or services for personal use;
12. Interest, except interest specifically stated in 2 C.F.R. § 200.441 as allowable;
13. Religious use;
14. The acquisition of real property (unless specifically permitted by programmatic statute or regulations, which is very rare in federal education programs);
15. Construction (unless specifically permitted by programmatic statute or regulations, which is very rare in federal education programs); and
16. Tuition charged or fees collected from students applied toward meeting matching, cost sharing, or maintenance of effort requirements of a program.

E. Program Allowability

1. Any cost paid with federal education funds must be permissible under the federal program that would support the cost.
2. Many federal education programs detail specific required and/or allowable uses of funds for that program. Issues such as eligibility, program beneficiaries, caps or restrictions on certain types of program expenses, other program expenses, and other program specific requirements must be considered when performing the programmatic analysis.
3. The two largest federal K-12 programs, Title I, Part A, and the Individuals with Disabilities Education Act (IDEA), do not contain a use of funds section delineating the allowable uses of funds under those programs. In those cases, costs must be consistent with the purposes of the program in order to be allowable.

F. Federal Cost Principles

1. The Omni Circular defines the parameters for the permissible uses of federal funds. While many requirements are contained in the Omni Circular, it includes five core principles that serve as an important guide for effective grant management. These core principles require all costs to be:

- a. Necessary for the proper and efficient performance or administration of the program.
- b. Reasonable. An outside observer should clearly understand why a decision to spend money on a specific cost made sense in light of the cost, needs, and requirements of the program.
- c. Allocable to the federal program that paid for the cost. A program must benefit in proportion to the amount charged to the federal program – for example, if a teacher is paid 50% with Title I funds, the teacher must work with the Title I program/students at least 50% of the time. Recipients also need to be able to track items or services purchased with federal funds so they can prove they were used for federal program purposes.
- d. Authorized under state and local rules. All actions carried out with federal funds must be authorized and not prohibited by state and local laws and policies.
- e. Adequately documented. A recipient must maintain proper documentation so as to provide evidence to monitors, auditors, or other oversight entities of how the funds were spent over the lifecycle of the grant.

G. Program Specific Fiscal Rules. The Omni Circular also contains specific rules on selected items of costs. Costs must comply with these rules in order to be paid with federal funds.

- 1. All federal education programs have certain program specific fiscal rules that apply. Determining which rules apply depends on the program; however, rules such as supplement, not supplant, maintenance of effort, comparability, caps on certain uses of funds, etc., have an important impact when analyzing whether a particular cost is permissible.
- 2. Many state-administered programs require local education agencies (LEAs) to use federal program funds to supplement the amount of state, local, and, in some cases, other federal funds they spend on education costs and not to supplant (or replace) those funds. Generally, the “supplement, not supplant” provision means that federal funds must be used to supplement the level of funds from non-federal sources by providing additional services, staff, programs, or materials. In other words, federal funds normally cannot be used to pay for things that would otherwise be paid for with state or local funds (and, in some cases, with other federal funds).
- 3. Auditors generally presume supplanting has occurred in three situations:
  - a. School district uses federal funds to provide services that the school

district is required to make available under other federal, state, or local laws.

- b. School district uses federal funds to provide services that the school district provided with state or local funds in the prior year.
  - c. School district uses Title I, Part A, or Migrant Education Program funds to provide the same services to Title I or Migrant students that the school district provides with state or local funds to nonparticipating students.
4. These presumptions apply differently in different federal programs and also in schoolwide program schools. Staff should be familiar with the supplement not supplant provisions applicable to their program.

H. Approved Plans, Budgets, and Special Conditions

- 1. As required by the Omni Circular, all costs must be consistent with approved program plans and budgets.
- 2. Costs must also be consistent with all terms and conditions of federal awards, including any special conditions imposed on the school district's grants.

I. Training

- 1. The school district will provide training on the allowable use of federal funds to all staff involved in federal programs.
- 2. The school district will promote coordination between all staff involved in federal programs through activities, such as routine staff meetings and training sessions.

- J. Employee Sanctions. Any school district employee who violates this policy will be subject to discipline, as appropriate, up to and including the termination of employment.

**VIII. COMPENSATION – PERSONAL SERVICES EXPENSES AND REPORTING**

A. Compensation – Personal Services

Costs of compensation are allowable to the extent that they satisfy the specific requirements of the Uniform Grant Guidance and that the total compensation for individual employees:

- 1. Is reasonable for the services rendered and conforms to the established written policy of the school district consistently applied to both federal and non-federal activities; and

2. Follows an appointment made in accordance with a school district's written policies and meets the requirements of federal statute, where applicable.

Unless an arrangement is specifically authorized by a federal awarding agency, a school district must follow its written non-federal, entitywide policies and practices concerning the permissible extent of professional services that can be provided outside the school district for non-organizational compensation.

B. Compensation – Fringe Benefits

1. During leave.

The costs of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

- a. They are provided under established written leave policies;
  - b. The costs are equitably allocated to all related activities, including federal awards; and
  - c. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the school district.
2. The costs of fringe benefits in the form of employer contributions or expenses for social security; employee life, health, unemployment, and worker's compensation insurance (except as indicated in 2 C.F.R. § 200.447(d)); pension plan costs; and other similar benefits are allowable, provided such benefits are granted under established written policies. Such benefits must be allocated to federal awards and all other activities in a manner consistent with the pattern of benefits attributable to the individuals or group(s) of employees whose salaries and wages are chargeable to such federal awards and other activities and charged as direct or indirect costs in accordance with the school district's accounting practices.
  3. Actual claims paid to or on behalf of employees or former employees for workers' compensation, unemployment compensation, severance pay, and similar employee benefits (e.g., post-retirement health benefits) are allowable in the year of payment provided that the school district follows a consistent costing policy.
  4. Pension plan costs may be computed using a pay-as-you-go method or an acceptable actuarial cost method in accordance with the written policies of

the school district.

5. Post-retirement costs may be computed using a pay-as-you-go method or an acceptable actuarial cost method in accordance with established written policies of the school district.
  6. Costs of severance pay are allowable only to the extent that, in each case, severance pay is required by law; employer-employee agreement; established policy that constitutes, in effect, an implied agreement on the school district's part; or circumstances of the particular employment.
- C. Insurance and Indemnification. Types and extent and cost of coverage are in accordance with the school district's policy and sound business practice.
- E. Recruiting Costs. Short-term, travel visa costs (as opposed to longer-term, immigration visas) may be directly charged to a federal award, so long as they are:
1. Critical and necessary for the conduct of the project;
  2. Allowable under the cost principles set forth in the Uniform Grant Guidance;
  3. Consistent with the school district's cost accounting practices and school district policy; and
  4. Meeting the definition of "direct cost" in the applicable cost principles of the Uniform Grant Guidance.
- E. Relocation Costs of Employees. Relocation costs are allowable, subject to the limitations described below, provided that reimbursement to the employee is in accordance with the school district's reimbursement policy.
- F. Travel Costs. Travel costs may be charged on an actual cost basis, on a per diem or mileage basis in lieu of actual costs incurred, or on a combination of the two, provided the method used is applied to an entire trip and not to selected days of the trip, and results in charges consistent with those normally allowed in like circumstances in the school district's non-federally funded activities and in accordance with the school district's reimbursement policies.

Costs incurred by employees and officers for travel, including costs of lodging, other subsistence, and incidental expenses, must be considered reasonable and otherwise allowable only to the extent such costs do not exceed charges normally allowed by the school district in its regular operations according to the school district's written reimbursement and/or travel policies.

In addition, when costs are charged directly to the federal award, documentation must justify the following:

1. Participation of the individual is necessary to the federal award; and
2. The costs are reasonable and consistent with the school district's established travel policy.

Temporary dependent care costs above and beyond regular dependent care that directly results from travel to conferences is allowable provided the costs are:

1. A direct result of the individual's travel for the federal award;
2. Consistent with the school district's documented travel policy for all school district travel; and
3. Only temporary during the travel period.

***Legal References:*** 2 C.F.R. § 200.12 (Capital Assets)  
 2 C.F.R. § 200.112 (Conflict of Interest)  
 2 C.F.R. § 200.113 (Mandatory Disclosures)  
 2 C.F.R. § 200.205(d) (Federal Awarding Agency Review of Risk Posed by Applicants)  
 2 C.F.R. § 200.212 (Suspension and Debarment)  
 2 C.F.R. § 200.300(b) (Statutory and National Policy Requirements)  
 2 C.F.R. § 200.302 (Financial Management)  
 2 C.F.R. § 200.303 (Internal Controls)  
 2 C.F.R. § 200.305(b)(1) (Payment)  
 2 C.F.R. § 200.310 (Insurance Coverage)  
 2 C.F.R. § 200.311 (Real Property)  
 2 C.F.R. § 200.313(d) (Equipment)  
 2 C.F.R. § 200.314 (Supplies)  
 2 C.F.R. § 200.315 (Intangible Property)  
 2 C.F.R. § 200.318 (General Procurement Standards)  
 2 C.F.R. § 200.319(c) (Competition)  
 2 C.F.R. § 200.320 (Methods of Procurement to be Followed)  
 2 C.F.R. § 200.321 (Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms)  
 2 C.F.R. § 200.328 (Monitoring and Reporting Program Performance)  
 2 C.F.R. § 200.338 (Remedies for Noncompliance)  
 2 C.F.R. § 200.403(c) (Factors Affecting Allowability of Costs)  
 2 C.F.R. § 200.430 (Compensation – Personal Services)  
 2 C.F.R. § 200.431 (Compensation – Fringe Benefits)  
 2 C.F.R. § 200.447 (Insurance and Indemnification)  
 2 C.F.R. § 200.463 (Recruiting Costs)  
 2 C.F.R. § 200.464 (Relocation Costs of Employees)  
 2 C.F.R. § 200.473 (Transportation Costs)  
 2 C.F.R. § 200.474 (Travel Costs)

***Cross References:*** ~~Policy 208 (Development, Adoption, and Implementation of Policies)~~  
~~Policy 210 (Conflict of Interest – School Board Members)~~  
~~Policy 412 (Expense Reimbursement)~~  
MSBA/MASA Model Policy 208 (Development, Adoption, and Implementation of Policies)  
MSBA/MASA Model Policy 210 (Conflict of Interest – School Board Members)  
MSBA/MASA Model Policy 210.1 (Conflict of Interest – Charter School Board Members)  
MSBA/MASA Model Policy 412 (Expense Reimbursement)  
MSBA/MASA Model Policy 701 (Establishment and Adoption of School District Budget)  
MSBA/MASA Model Policy 701.1 (Modification of School District Budget)  
MSBA/MASA Model Policy 702 (Accounting)  
MSBA/MASA Model Policy 703 (Annual Audit)

~~Board Approved August 16, 2016~~

## **722 PUBLIC DATA REQUESTS**

*[Note: This is a new policy for Intermediate School District 917. School districts are required by statute to establish procedures consistent with the Minnesota Government Data Practices Act for public data requests. This policy substantially follows the MSBA model policy. This policy is in the 700s which is the category for Community Relations.]*

### **I. PURPOSE**

The school district recognizes its responsibility relative to the collection, maintenance, and dissemination of public data as provided in state statutes.

### **II. GENERAL STATEMENT OF POLICY**

The school district will comply with the requirements of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13 (MGDPA), and Minn. Rules Parts 1205.0100-1205.2000 in responding to requests for public data.

### **III. DEFINITIONS**

#### **A. Government Data**

“Government data” means all recorded information that the school district has, including paper, email, flash drives, CDs, DVDs, photographs, etc.

#### **B. Inspection**

“Inspection” means the visual inspection of paper and similar types of government data. Inspection does not include printing copies by the school district, unless printing a copy is the only method to provide for inspection of the data. For data stored in electronic form and made available in electronic form on a remote access basis to the public by the school district, inspection includes remote access to the data by the public and the ability to print copies of or download the data on the public’s own computer equipment.

#### **C. Public Data**

“Public data” means all government data collected, created, received, maintained, or disseminated by the school district, unless classified by statute, temporary classification pursuant to statute, or federal law, as nonpublic or protected nonpublic; or, with respect to data on individuals, as private or confidential.

D. Responsible Authority

“Responsible authority” means the individual designated by the school board as the individual responsible for the collection, use, and dissemination of any set of data on individuals, government data, or summary data, unless otherwise provided by state law. Until an individual is designated by the school board, the responsible authority is the superintendent.

E. Summary Data

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

**IV. REQUESTS FOR PUBLIC DATA**

A. All requests for public data must be made in writing directed to the responsible authority.

1. A request for public data must include the following information:

- a. Date the request is made;
- b. A clear description of the data requested;
- c. Identification of the form in which the data is to be provided (e.g., inspection, copying, both inspection and copying, etc.); and
- d. Method to contact the requestor (such as phone number, address, or email address).

2. A requestor is not required to explain the reason for the data request.

3. The identity of the requestor is public, if provided, but cannot be required by the government entity.

4. The responsible authority may seek clarification from the requestor if the request is not clear before providing a response to the data request.

B. The responsible authority will respond to a data request at reasonable times and places as follows:

1. The responsible authority will notify the requestor in writing as follows:
  - a. The requested data does not exist; or
  - b. The requested data does exist but either all or a portion of the data is not accessible to the requestor; or
    - (1) If the responsible authority determines that the requested data is classified so that access to the requestor is denied, the responsible authority will inform the requestor of the determination in writing, as soon thereafter as possible, and shall cite the specific statutory section, temporary classification, or specific provision of federal law on which the determination is based.
    - (2) Upon the request of a requestor who is denied access to data, the responsible authority shall certify in writing that the request has been denied and cite the specific statutory section, temporary classification, or specific provision of federal law upon which the denial was based.
  - c. The requested data does exist and provide arrangements for inspection of the data, identify when the data will be available for pick-up, or indicate that the data will be sent by mail. If the requestor does not appear at the time and place established for inspection of the data or the data is not picked up within ten (10) business days after the requestor is notified, the school district will conclude that the data is no longer wanted and will consider the request closed.
2. The school district's response time may be affected by the size and complexity of the particular request, including necessary redactions of the data, and also by the number of requests made within a particular period of time.
3. The school district will provide an explanation of technical terminology, abbreviations, or acronyms contained in the responsive data on request.
4. The school district is not required by the MGDPA to create or collect new data in response to a data request, or to provide responsive data in a specific form or arrangement if the school district does not keep the data in that form or arrangement.

5. The school district is not required to respond to questions that are not about a particular data request or requests for data in general.

## **V. REQUEST FOR SUMMARY DATA**

- A. A request for the preparation of summary data shall be made in writing directed to the responsible authority.
  1. A request for the preparation of summary data must include the following information:
    - a. Date the request is made;
    - b. A clear description of the data requested;
    - c. Identify the form in which the data is to be provided (e.g., inspection, copying, both inspection and copying, etc.); and
    - d. Method to contact requestor (phone number, address, or email address).
- B. The responsible authority will respond within ten (10) business days of the receipt of a request to prepare summary data and inform the requestor of the following:
  1. The estimated costs of preparing the summary data, if any; and
  2. The summary data requested; or
  3. A written statement describing a time schedule for preparing the requested summary data, including reasons for any time delays; or
  4. A written statement describing the reasons why the responsible authority has determined that the requestor's access would compromise the private or confidential data.
- C. The school district may require the requestor to pre-pay all or a portion of the cost of creating the summary data before the school district begins to prepare the summary data.

## **VI. COSTS**

- A. Public Data
  1. The school district will charge for copies provided as follows:

- a. 100 or fewer pages of black and white, letter or legal sized paper copies will be charged at 25 cents for a one-sided copy or 50 cents for a two-sided copy.
  - b. More than 100 pages or copies on other materials are charged based upon the actual cost of searching for and retrieving the data and making the copies or electronically sending the data, unless the cost is specifically set by statute or rule.
    - (1) The actual cost of making copies includes employee time, the cost of the materials onto which the data is copied (paper, CD, DVD, etc.), and mailing costs (if any).
    - (2) Also, if the school district does not have the capacity to make the copies, e.g., photographs, the actual cost paid by the school district to an outside vendor will be charged.
2. All charges must be paid for in cash in advance of receiving the copies.

**B. Summary Data**

- 1. Any costs incurred in the preparation of summary data shall be paid by the requestor prior to preparing or supplying the summary data.
- 2. The school district may assess costs associated with the preparation of summary data as follows:
  - a. The cost of materials, including paper, the cost of the labor required to prepare the copies, any schedule of standard copying charges established by the school district, any special costs necessary to produce such copies from a machine-based record-keeping system, including computers and microfilm systems;
  - b. The school district may consider the reasonable value of the summary data prepared and, where appropriate, reduce the costs assessed to the requestor.

**Data Practices Contacts**

**Responsible Authority:**

[Name]

[Location]

[Phone number; email address]

**Data Practices Compliance Official:**

[Name]

[Location]

[Phone number; email address]

**Data Practices Designee(s):**

[Name]

[Location]

[Phone number; email address]

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

***Cross References:*** MSBA/MASA Model Policy 406 (Public and Private Personnel Data)  
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil  
Records)

**JOINT POWERS AGREEMENT BETWEEN  
THE COUNTY OF DAKOTA AND  
INTERMEDIATE SCHOOL DISTRICT 917  
FOR EDUCATION SERVICES**

This Agreement is made and entered into by and between the County of Dakota, by and through its Community Corrections Department, 1560 Highway 55, Hastings, MN 55033, hereinafter "County" and Intermediate School District 917, 1300 East 145th Street, Rosemount, Minnesota 55068, hereinafter "School District".

**WHEREAS**, the County and the School District are governmental units as that term is defined in Minn. Stat. §471.59; and

**WHEREAS**, Minn. Stat. §471.59 authorizes local governmental units to jointly or cooperatively exercise any power common to the contracting parties; and

**WHEREAS**, the County operates a day treatment program and a residential treatment program at the Juvenile Services Center, Hastings, Minnesota, for juveniles who have been adjudicated delinquent, and a detention program for juveniles who have been alleged to be delinquent; and

**WHEREAS**, the Dakota County Juvenile Services Center is geographically located in the geographical boundaries of the Hastings Public School District, (ISD 200); and

**WHEREAS**, Intermediate School District 917 is qualified to furnish educational services pursuant to Minnesota Statutes, Minnesota Department of Education requirements and applicable educational rules for those juveniles placed at the Juvenile Services Center; and

**WHEREAS**, the School District is entitled to reimbursements from state and resident/student school district sources for the cost of education, which reimbursements are not available to the County; and

**WHEREAS**, the School District has an established and recognized program for the provision of such services; and

**WHEREAS**, the Dakota County Board of Commissioners authorized the County to enter into an agreement with the School District, authority being specifically limited to the duties assigned under this Agreement; and

**WHEREAS**, the School District is willing to provide the educational services as more fully described herein.

**NOW, THEREFORE**, in consideration of and on the mutual agreements contained herein, the parties do hereby agree as follows:

1. **TERM OF AGREEMENT**

This Agreement shall be in effect from January 1, 2020 through December 31, 2022, unless earlier terminated by law or according to the provisions herein. This Agreement may be terminated with or without cause, by either party upon thirty (30) days written notice.

## 2. SERVICES TO BE PROVIDED

### 2.1 School District's Duties.

- a) The School District shall provide all necessary education services and programming including, but not limited to, curriculum planning, development, implementation and review; hiring, performance evaluation and disciplining of educational staff; tuition billing to resident/student districts; liaison with resident/student district to ensure transfer of necessary education, information/records at both admission and discharge; coordination of educational services and programming as they relate to the program at the Juvenile Services Center. Such educational services and programs shall comply with the requirements of the Minnesota Department of Education, Education Rules and Minnesota Statutes, which describe the educational program components for residential facilities.
- b) The School District shall, during the regular academic year and during a portion of the summer, provide an education program. The beginning and ending times of the school day shall be established by the School District in order to insure maximum utilization of both County and School District staff, and shall be consistent with the Intermediate School District 917 calendar as established by the Intermediate District 917 School Board.
- c) The education program shall be designated as, and considered to be, a component of the education program of Intermediate School District 917. Intermediate School District 917 shall insure said program shall meet all applicable standards and regulations as set forth by the Minnesota Department of Education, Education Rules, and Minnesota Statutes.
- d) The length of time an eligible resident/student of the Juvenile Services Center participates in this education program shall be determined by the Director of the Juvenile Services Center in consultation with the School District.
- e) The Educational Staff shall be employees of, or under agreement to, Intermediate School District 917 and shall provide the contracted services at the Juvenile Services Center, Hastings, Minnesota.
- f) An Individual Education Plan (I.E.P.) for each student, identified and determined by the School District to have an eligible special educational disability, shall be developed and implemented by the School District.
- g) The School District shall provide teachers who shall be appropriately licensed as per standards and regulations set forth by the Minnesota State Board of Teaching and the Minnesota Department of Education.
- h) Management of the education component of the Juvenile Services Center shall be the responsibility of the School District.

### 2.2 County's Duties.

- a) The County shall be responsible for providing the School District with classroom and office space for conducting the education program at the Juvenile Services Center and shall be responsible for the maintenance and repair thereof.
- b) The County shall be responsible for providing desks, tables, and chairs, and shall be responsible for the maintenance and replacement thereof.
- c) The County shall make available the use of a copy machine and related supplies and maintenance to the education program. The School District will be responsible to replace paper used by educational program staff.

- d) In situations where staff assess per Juvenile Services Center policy that a youth needs to be physically or mechanically restrained in a school area, physically escorted out of a school area or removed from a school area to a more secure or restrictive setting, the County has primary responsibility for the restraint or escort. County corrections staff and School Education Staff share the responsibility of other escorts of student residents within the Juvenile Services building.
- e) The County shall take measures to provide for the safety and security of staff, residents/students, and visitors as defined in the Juvenile Services Center policy manual.
- f) It is the expectation of the County and School District that the defined rules and expectations of correctional and educational programming and the behavioral management system will be essentially the same and will be enforced consistently by both County corrections and School District Education Staff. In a situation where a youth has demonstrated a behavior that violates Juvenile Services rules and expectations, County corrections and School District Education Staff share the joint responsibility to manage the behavior of the residents/students.
- g) In response to behaviors that do not require restraint or escort out of the school area, it is the intention of the County and the School District to utilize a graduated time-out, behavioral management system. The time out can first occur away from the rest of the group in an individual study carrel or in the classroom office. The next option is a time out in the school multipurpose area or guided study area outside of the classroom. The designated time out room outside the school area is the next option.
- h) If a resident's/student's behavior is disruptive to the point of interfering with conducting the educational program of other residents/students, the School District Education Staff and County corrections staff will make the joint determination to remove the residents/student from the school area to a more restrictive or secure setting. In the School District Education staff and County corrections staff disagree, it is within the lead teacher's (or designee's) authority to have County corrections staff remove the youth from the school area. The student will return to the school once a corrective action plan has been developed which includes reintegration into school as a part of the plan (see, Juvenile Services Center disciplinary policy).
- i) Residents/students who are removed from the school area for disciplinary reasons are subject to the Juvenile Services disciplinary process. As a result of the disciplinary review process, County corrections staff and School District Education Staff will develop a corrective action plan with the youth. One of the primary goals will be to reintegrate the youth into school. In the event there is disagreement between County corrections staff and School District Education Staff regarding reintegration into school, the County Corrections shift supervisor has the authority to reintegrate the resident/student into school.
- j) Residents/students who are placed in extended observation (room restriction) status will be provided alternative programming by County correctional staff per State Department of Corrections standards for secure juvenile detention and residential facilities. Educational staff will provide educational assignments for residents/students in alternative programming.
- k) The County shall insure that there will be County correctional staff on duty during school hours in the Juvenile Services Center per the State Department of Corrections standards. The County shall ensure adequate coverage to provide behavior management in the New Chance Program. Currently, the County's standard for New Chance is one staff per every 10 resident/students.
- l) The County and School District share the joint responsibility to design and implement effective educational and correctional programs with the shared goals of improving academic achievement and reducing recidivism of the residents/students. Educational services and correctional services must be part of an integrated or multimodal approach to achieve these two complementary goals. (See, "Philosophy of Education within the JSC Campus" policy). It is the intent of the County and School District to reinforce staffs work towards these two goals throughout the programming day.

m) In order to provide integrated and effective educational and correctional programs, County corrections staff and School District Education Staff will need to operate as a team to provide services which effectively address the goals of each resident/student as identified on their education and competency plan. The youth's service plan is the central focus of staff efforts. It is the intent of the County and the School District to facilitate teamwork between educational and correctional staff by having regular, joint, shift consults, case planning and staffing, management team, and administrative meetings.

2.3 County Policies. Contractor agrees to abide by County policies and procedures as they relate to the Contractor's performance under the Contract. Failure to abide by these policies and procedures could result in immediate termination of the Contract if the County determines that the violation threatens the safety of County staff or employees, residents, other contractors, interns, volunteers, or visitors. The Contractor further agrees that its representatives will meet the County's eligibility and screening requirements.

2.4 Equipment and Supplies. The School District shall be responsible for providing all necessary and appropriate office supplies, educational materials and equipment used in the education program with the exception of gym supplies that will be purchased by the County.

### 3. COMPENSATION

The School District shall be responsible for the invoicing and receipt of all resident/student school district tuition for the regular academic year and summer school for students who are residents/students of the State of Minnesota and receiving general education services.

Non-Minnesota court/agency ordered non-Minnesota student tuition billing: The School District shall prepare and send tuition invoices for non-Minnesota students enrolled in School District's educational programs to the student's home district. If the student's home school district denies payment, the School District will prepare and send a tuition invoice to the County at the Juvenile Services Center. The County agrees to pay 100% of the costs at the rates established by the Minnesota Department of Education. The School District shall provide the County, the Minnesota Department of Education and Independent School District #200 with documentation for students receiving special education services.

### 4. PROGRAM ACTIVITIES REVIEWS

4.1 The School District and County shall convene joint meetings (at least once per month) of leadership staff from the corrections component and the education component to discuss program issues.

4.2 In order to assure ongoing communication and program review, an annual meeting prior to December 1 of each year shall be held to discuss overall program needs and issues. At a minimum, the County's Director of Juvenile Services and the School District's Director of Special Education and the lead education staff persons at the Juvenile Services Center shall attend this meeting.

### 5. LIABLE FOR OWN ACTS

Each party to this Agreement shall be liable for the acts of their own officers, employees, volunteers and/or agents and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party, its officers, employees, volunteers and/or agents.

It is understood and agreed that the provisions of Minn. Stat. §471.59, the Municipal Tort Claims Act, Minn. Stat. Ch. 466, and other applicable laws govern liability arising from the parties' acts or omissions. Each party warrants that they are able to comply with the aforementioned indemnity requirements through an insurance or self-insurance program and that each has minimum coverage consistent with the liability limits contained in Minn. Stat. Ch. 466.

The provisions of this Article 5 shall survive the expiration or termination of this Agreement.

6. INDEPENDENT CONTRACTOR

School District is and shall remain an independent contractor with respect to any and all work performed under this Agreement. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting School District as the agent, representative, or employee of the County for any purpose or in any manner whatsoever. School District acknowledges and agrees that School District is not entitled to receive any of the benefits received by County employees and is not eligible for workers' or unemployment compensation benefits under the County. School District also acknowledges and agrees that no withholding or deduction for state or federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due School District and that it is School District's sole obligation to comply with the applicable provisions of all federal and state tax laws

7. DATA PRIVACY

For purposes of this Agreement all data created, collected, received, stored, used, maintained, or disseminated by School District in the performance of this Agreement is subject to the requirements of the Minnesota Government Data Practices Act, Minn. Stat. Chapter 13 and the Minnesota Rules implementing the Act now in force or hereafter adopted as well as Federal laws on data privacy, and School District must comply with those requirements. The remedies in Minn. Stat. §13.08 apply to the School District. School District does not have a duty to provide access to public data to the public if the public data are available from the County, except as required by the terms of this Agreement. All subcontracts shall contain the same or similar data practices compliance requirements.

8. CHOICE OF LAW

The laws of the state of Minnesota shall govern as to the interpretation, validity, and effect of this Agreement. The captions and headings of the provisions under this Agreement are for convenience only and shall not be considered or referred to concerning questions of interpretation or construction.

9. AMENDMENTS

No amendments or variations of the terms and conditions of this Agreement shall be valid unless in writing and signed by the parties.

10. SEVERABILITY

The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Agreement with respect to either party.

11. TERMINATION BY COUNTY-LACK OF FUNDING.

Notwithstanding any provision of this Agreement to the contrary, the County may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, Minnesota Agencies or other funding source, or if its funding cannot be continued at a level sufficient to allow payment of the amounts due under this Agreement. Written Notice of Termination sent by the County to School District by facsimile is sufficient notice under the terms of this Agreement. The County is not obligated to pay for any services that are provided after written Notice of Termination for lack of funding. The County will not be assessed any penalty or damages if the Agreement is terminated due to lack of funding.

12. MODIFICATIONS

Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing and signed by Authorized Representatives of the County and School District.

13. MERGER

This Agreement is the final expression of the agreement of the parties and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not herein contained.

14. NOTICES

The School District or County may, by giving written notice to the other party, designate any address or addresses to which notices or other communications to them shall be sent when required by or related to this Agreement. Until otherwise provided by the respective parties, all notices or communications shall be addressed as follows:

To the School District:  
Melissa Schaller  
Director of Special Education  
Intermediate School District 917  
Dakota County Technical College  
1300 145th St. E.  
Rosemount, MN 55068

To the County:  
Stephanie Radtke  
Community Services Division Director  
Dakota County Community Services  
Suite 500  
1 Mendota Rd. W.  
West St. Paul, MN 55118-4773

IN WITNESS WHEREOF, this Agreement was entered into on the date(s) set forth below and the undersigned, by execution hereof, represent that they are authorized to enter into this Agreement on behalf of the respective parties and state that this Agreement has been read by them and that the undersigned understand and fully agree to every provision, and hereby acknowledge receipt of a copy.

Approved by Dakota County Board  
Resolution No. 19-868

COUNTY OF DAKOTA

By \_\_\_\_\_  
Stephanie Radtke

Title: Community Services Deputy Director  
Date of Signature \_\_\_\_\_

Approved as to form:

/s/Amelia Jadoo                      12/23/19  
Assistant County Attorney/Date

File No. KS19-499 \_\_\_\_\_

SCHOOL DISTRICT

(I represent and warrant that I am authorized by law to execute this Agreement and legally bind the School District).

By \_\_\_\_\_

(Please print name.)

Title: \_\_\_\_\_

Date of Signature \_\_\_\_\_

TO: School Board Members  
Mark Zuzek, Superintendent

FROM: Nicolle Roush, Business Manager

DATE: February 4, 2020

SUBJECT: Cost for FY 2020 satellite special education classrooms

Each year Intermediate School District #917 reimburses the school districts for the maintenance costs for the classrooms that are used by #917. The amount of reimbursement is determined by increasing or decreasing the previous year's rate per classroom by the current consumer price index (Bureau of Labor Statistics reported a 2.3% increase).

Below is a cost summary indicating the amount payable by District No. 917 for the maintenance cost of the special education classrooms we utilize in the member districts.

This is a summary of our cost per district:

<i>Superintendent</i>	<i>Business Official</i>	<i>Special Ed Director</i>	<i>District</i>	<i>Class-rooms</i>	<i>Amount Due</i>
Dave Webb	Aaron Bushberger	Kelly Tetrick	006	0	\$0.00
Theresa Battle	Lisa Rider	Stephanie White	191	4.5	\$23,098.19
Jason Berg (Interm)	Jane Houska	Kim Chalmers	192	4	\$20,531.72
Michael Baumann	Bill Holmgren	Renae Ouillette	194	6.5	\$33,364.05
Peter Olson-Skog	Brian Schultz	Sara Lein	197	1	\$5,132.93
Dave Bernhardson	Heather Aune	Mary Garrison	199	1	\$5,132.93
Tim Collins	Jennifer Suebert	Dave Haveman	200	3	\$15,398.79
<b>TOTAL</b>				<b>20</b>	<b>\$102,658.60</b>

**Recommendation:** Approve the maintenance payments listed above.

xc: Accounts Payable



**Classroom Utilization  
2019-2020**

**Member District Space**

District	Number of Classrooms Owned by ISD 917	ISD 917 Program	Local District Location	Number of Classrooms Occupied for 2018-2019	Number of Classrooms Occupied for 2019-2020	Comments
SSD 6	4			0	0	
				0	0	
ISD 191	6	D/HH	DEC	2	1.5	classroom added 1-1-20
		D/HH	Gideon Pond	3	3	
				5	4.5	
ISD 192	3	PACES	Boeckman Middle School	1	1	
		PACES	Farmington High School	1	1	
		PACES	Meadowview Elementary	1	1	
		ECSE TEA	Riverview Elementary	1	1	
				4	4	
ISD 194	4	PACES	Lakeville North High School	1	1	
		DASH	Lakeville North High School	1	1	
		D/HH	Lakeville North High School	1	1	
		PACES	McGuire Middle School	1	1	
		D/HH	Century Middle School	.5	.5	
		PACES	Christina Huddleston and Cherry View Elementary School	1	2	This classroom will start at CHE and move to CVE in Oct.
				5.5	6.5	
ISD 197	4	DASH	Henry Sibley High School	1	1	
				1	1	
ISD 199	4	ECSE TEA	Pine Bend Elementary	1	1	
				1	1	
ISD 200	3	DASH	<del>McAuliffe Elementary</del> Pine Crest Elementary	1	1	
		DASH	Hastings Middle School *	1	1	*Moved to HHS for one year due to construction
		DASH	Hastings High School	1	1	
				3	3	
<b>Total</b>	<b>28</b>			<b>19.5</b>	<b>20</b>	

Member \_\_\_\_\_ introduced the following resolution and moved its adoption:

RESOLUTION DIRECTING THE ADMINISTRATION TO  
MAKE RECOMMENDATIONS FOR REDUCTIONS IN  
PROGRAMS AND POSITIONS AND  
REASONS THEREFOR

WHEREAS, the financial condition of the member school districts dictates that their school board may be forced to reduce expenditures, and

WHEREAS, there may be a reduction in student enrollment, and,

WHEREAS, this reduction in revenue and decrease in student enrollment may include discontinuance of positions and discontinuance or curtailment of programs, and

WHEREAS, a determination must be made as to which teachers' contracts may be terminated and not renewed and which teachers may be placed on unrequested leave of absence without pay or fringe benefits in effecting discontinuance of positions,

BE IT RESOLVED, by the School Board of Intermediate School District 917, as follows:

That the School Board hereby directs the Superintendent of Schools and administration to consider the discontinuance of programs or positions to effectuate economies in the school district and reduce expenditures and, as a result of a reduction in enrollment, make recommendations to the School Board for the discontinuance of programs, curtailment of programs, discontinuance of positions or curtailment of positions.

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 duly passed and adopted.

Dated: \_\_\_\_\_

## Camping Trip Proposal – May 2020

Kim Martin and Nate Steller, SUN plus teachers at Cedar, are proposing an overnight field trip with Wilderness Inquiry (WI) this spring to enhance the Minnesota History curriculum and Social Studies curriculum.

Please see the proposal below:

Attendees:

- 8 students
- 8 paraprofessionals
- 2 teachers
- 2 or more guides provided by WI

Packing List:

- Will be provided by WI

Other details:

- WI will provide all group equipment (tents, sleeping bags, first aid kits, etc.)
- WI has all of the kitchen and cooking gear as well as food included in the trip cost for all of our meals.
- WI has a waiver to be completed for each participant, as well as an optional personal survey that can be completed with teacher assistance.
- WI provides guides and instructors for all wilderness and historical activities.

Location:

- Fort Snelling State Park
- Thursday, May 14<sup>th</sup> – Friday, May 15<sup>th</sup>

Cost and Funding:

- \$100 per person
- WI to provide a \$400 scholarship
- Kopp Family Foundation to provide \$500 grant. (Foundation has indicated they would provide the grant. We will officially submit proposal upon board approval of trip. Students will help with proposal.)
- School district to provide \$500
- Students to raise \$400

Activities:

- Tour of Fort Snelling
- Tent set-up
- Meal preparation and cooking
- Canoeing
- Fire building
- Roasting s'mores
- Nature hikes
- Team building activities

- Survival skills

Transportation: ISD 917 vans will transport students to and from Fort Snelling

**SPECIAL EDUCATION DIRECTOR (2019-2020)  
EXECUTIVE DIRECTOR OF STUDENT SERVICES (2020-2021)  
AGREEMENT**

The School Board of Intermediate School District 917, Rosemount, Minnesota (School District) enters into this agreement, pursuant to Minn. Stat 122A.40, as amended, with Melissa Schaller, a legally qualified administrator who agrees to serve in the public schools of said district in the position of Special Education Director for the term beginning July 1, ~~2017~~, **2019**, and continuing until June 30, ~~2019~~, **2020**, or until otherwise amended, **and who agrees to serve in the public schools of said district in the position of Executive Director of Student Services for the term beginning July 1, 2020, and continuing until June 30, 2021, or until otherwise amended.**

**ARTICLE I. DUTY YEAR AND LEAVES**

Section 1. Basic Work Year: The employee's duty year shall be for the entire 12-month contract year, including vacations and holidays, as provided herein.

Section 2. Vacations:

Subd. 1. The employee shall earn vacation at the rate of twenty-eight (28) days per year.

Subd. 2. Vacation may be used after it is credited. A draw in advance on vacation not yet earned or credited may be granted at the approval of the superintendent. Vacation may be accrued to a maximum of ~~80~~**70** days. Upon the close of each contract year, the School District shall pay to the **Special Education Director/Executive Director of Student Services** the cash value of all vacation days accrued above ~~80~~**70**. Such payment shall be made on July 15<sup>th</sup> following the close of the contract year. For purposes of converting accumulated vacation into cash in order to make payment to the **Special Education Director/Executive Director of Student Services** hereunder, the value of a day of vacation shall be calculated as per Article III, Section 2. Applicable annual base salary shall be the **Special Education Director/Executive Director of Student Services'** base salary for the contract year that just closed for purposes of the payments.

Subd. 3. An employee who is terminated or leaves the employment of the School District of his or her own volition will be paid for all accumulated vacation time, provided the employee is severing employment of his or her own volition and has given the employer six (6) weeks written notice. Such payment shall be made as soon as administratively feasible following the employee's severance from employment. For purposes of converting accumulated vacation into cash in order to make payment to the **Special Education Director/Executive Director of Student Services** hereunder, the value of a day of vacation shall be calculated as per Article III, Section 2. Applicable annual base salary shall be the **Special Education Director/Executive Director of Student Services'** annual base salary for the contract year in which the severance for the contract year in which the severance of employment occurs. The superintendent may waive the six (6) weeks written notice due to special circumstances.

Subd. 4. All requests for vacation must be approved in advance by the superintendent.

Section 3. Holidays:

Subd. 1. **In 2020** the employee shall be entitled to ten (10), **and in 2021 eleven (11)** paid holidays ~~each contract year~~ as designated by the annual calendar.

Subd. 2. **Employees shall have the following named holidays:**

1. **July 4**
2. **First Monday of September**
3. **Fourth Thursday of November**
4. **Fourth Friday of November**
5. **December 24**
6. **December 25**
7. **January 1**
8. **Third Monday of January (effective 2021)**
9. **Third Monday of February**
10. **The Friday before the full moon that follows the northern Spring equinox**
11. **Last Monday of May**

**Two of the above listed holidays may be taken as floating holidays.**

Section 4. Sick Leave:

Subd. 1. The employee shall earn sick leave at the rate of twelve (12) days for each year of service in the employ of the School District. The employee shall be credited with twelve (12) days at the beginning of each year of employment. In the event that an employee uses credited sick leave prior to completion of the year in which such credit is earned, the employee shall be liable to the School District for any sick leave pay advanced beyond actual accrual in the event the employee leaves the service of the School District.

Subd. 2. Upon the close of any contract year that occurs after which the employee has completed at least ~~fifteen (15)~~ **ten (10)** years of continuous employment with the School District, the School District shall pay to the **Special Education Director/Executive Director of Student Services** the cash value of ~~five (5)~~ **ten (10)** sick leave days if the sick leave balance has ~~five~~ **70** or more days. Such payment shall be made on July 15<sup>th</sup> following the close of the contract year. Years of employment are defined in Article III, Section 3.

Notwithstanding the foregoing, the total number of accumulated sick leave days cashed out will not exceed 75 days. Upon termination of employment, the **Special Education Director/Executive Director of Student Services** shall receive a cash payment for a portion of their accumulated sick leave. The amount of accumulated sick leave days that will be paid to the **Special Education Director/Executive Director of Student Services**

upon termination of employment will be equal to the lesser of the number of accumulated sick leave days at the time of termination, or the difference between 75 days and the number of days that have been cashed out and paid to the **Special Education Director/Executive Director of Student Services** during their employment. For purposes of converting accumulated sick leave into cash in order to make payment to the **Special Education Director/Executive Director of Student Services** hereunder, the value of a day of sick leave shall be calculated as per Article III, Section 2. Applicable annual base salary shall be the **Special Education Director/Executive Director of Student Services** annual base salary for the contract year in which the severance of employment occurs.

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

#### Section 5. Parental Leave

~~Subd. 1.~~ An employee shall be afforded a parental leave of absence of no more than twelve (12) months in duration, according to the procedures as outlined in this section, to one parent of a newborn child or an adopted child, provided such parent is caring for the child on a full time basis.

~~Subd. 2.~~ The superintendent, after consultation with the employee, shall notify the employee in writing of the effective beginning date of such leave and its duration.

~~Subd. 3.~~ The beginning date and duration of such leaves may be adjusted by mutual agreement between the superintendent and the employee.

~~Subd. 4.~~ An employee returning from a parental leave shall be reemployed in a position for which the employee is qualified provided that the employee returns on the date as provided in the leave of absence.

~~Subd. 5.~~ Failure of the employee to return pursuant to the date determined in this section shall constitute grounds for termination in the School District.

~~Subd. 6.~~ The parties agree that periods of time for which the employee is on parental leave shall not be counted in determining the completion of the probationary period.

~~Subd. 7.~~ A parental leave of absence granted pursuant to this section shall be a leave without pay.

#### Section 6. Maternity/Adoption Leave

~~Subd. 1.~~ The start of a physical disability absence for pregnancy, delivery, and recovery from childbirth shall be determined by the employee's physician. The end of the physical disability absence for childbirth shall be determined by the employee's physician at the time of the child's birth.

~~Subd. 2. A pregnant employee shall notify the superintendent in writing, not later than the end of the sixth month of pregnancy, and, also at such time provide a physician's statement indicating the estimated date of delivery of the child. The employee shall submit a written request to the superintendent for the use of accumulated paid sick leave, including commencement date and return date. The time periods provided herein can be modified by the employee's physician.~~

~~Subd. 3. An employee's maternity absence may encompass school holidays and/or school vacations. Holidays and/or vacations that fall during the period of disability do not cause the disability period to be extended. These days would not be deducted from sick leave.~~

~~Subd. 4. Subd. 2 and 3 of this section (Section 3) shall also apply to one parent for the adoption of a child in compliance with the Family Medical Leave Act.~~

### **Section 5. Medical Leave:**

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

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

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

- a) **FMLA Eligibility:** Over the twelve (12) months prior to leave, employees must have been employed with the School District for at least twelve (12) months and worked 1,250 hours within the twelve (12)-month period preceding the leave. Any use of vacation, personal leave, sick leave, or unpaid time off are not be counted toward the 1,250-hour benchmark.
- b) Pursuant to law, FMLA Leave shall be granted for any of the following

reasons:

1. The employee's own serious health condition, as defined by the FMLA;
  2. The employee's need to care for an immediate family member (spouse, child, parent) with a serious health condition, as defined by the FMLA;
  3. The placement (adoption or foster care) or birth of a child up to one year after the child's birth or placement.
- c) FMLA Leave will run concurrently, that is at the same time, with any paid leave and any and all of the employee's accrued paid leave must be exhausted before the employee transitions to an unpaid leave of absence.
- d) Spouses who work for the School District shall be allowed a combined total of twelve (12) weeks unpaid FMLA leave during any twelve (12)-month period for the birth or adoption of a child, or to care for a parent's serious health condition. However, the combined limitation does not apply to FMLA leave taken by one spouse in the School District to care for the other spouse in the School District.

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

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

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

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

return to full capacity at work.

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

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

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

#### **Section 6. Parental Leave:**

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

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

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

Upon return from a parental leave, the employee shall be returned to the former position held from which the employee was granted the leave, or an equivalent position should that position no longer be available or the School District

determines the timing of the employee's return would interfere with student achievement.

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

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

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

~~Section 7: Bereavement and Family Illness Leaves. Employee is allowed to use all accrued sick leave for an absence due to illness of or injury to the employee's child who is under 18 years of age or under age 20 for a child attending secondary school. Employee is able to use accrued sick leave for an absence due to an illness or, or injury to a spouse, adult child, brother, sister, parent, grandparent, grandchild, spouse's parent or significant person, or for "safety leave" (as that term is defined in Section 181.9413 of the Minnesota statutes) up to 160 hours (i.e. twenty (20) days per 12 month period) in accordance with Section 181.9413 of the Minnesota Statutes. An absence due to death of a spouse, child, adult child, brother, sister, parent, grandparent, grandchild, significant person, or spouse's parent will be granted up to five (5) days per incident with the approval of the immediate supervisor with no salary deduction.~~

~~Additional absence for illness or death may be granted at the sole discretion of the superintendent, or his/her designee. Absence due to illness or injury of a family member or for safety leave shall be deducted from sick leave. Absence due to the death of a family member shall be not deducted from sick leave. Provisions under this section are not intended to limit any rights the employee may have under the family medical leave act. For purposes of this provision, "child" includes a stepchild and a biological, adopted and foster child and "grandchild" includes a step-grandchild and a biological, adopted and foster grandchild.~~

**Section 7. Bereavement and Family Illness Leaves:**

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

Absence due to illness or injury of a family member or for safety leave shall be deducted from sick leave. Provisions under this section are not intended to limit any rights the employee may have under the family medical leave act. For purposes of this provision, "child," includes stepchild and a biological, adopted and foster child and "grandchild" includes a step-grandchild and a biological adopted and foster grandchild. Absence due to the death of a family member shall not be deducted from sick leave.

Employee is allowed to use all accrued sick leave for an absence due to illness of or injury to the employee's child who is under 18 years of age or under age 20 for a child attending secondary school. Employee is able to use accrued sick leave for an absence due to an illness of or injury to a spouse, adult child, brother, sister, parent, grandparent, grandchild, spouse's parent, significant person or for "safety leave" (as that term is defined in Section 181.9413 of the Minnesota Statutes) up to 160 hours (twenty (20) days) per 12 month period in accordance with Section 181.9413 of the Minnesota statutes.

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

~~Section 8: Jury Duty. An employee summoned for jury duty shall receive regular salary but shall remit to the School District any jury duty fees received. The employee shall retain any expenses or mileage allowances paid by the court. Employees will be expected to report for their regular duties when temporarily excused from attendance at court for all or any portion of the workday.~~

#### **Section 8. Civic Duty/Military Leave:**

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

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

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

#### **Section 9. General Unpaid Personal Leave:**

**Subd. 1.** An employee shall be afforded a general unpaid personal leave of absence, subject to the provisions in this section and District policy 464, through written

request from the employee to the superintendent. Any leave within this section must also be approved by the School Board if it extends beyond five (5) days. The granting of such leave shall be at the sole discretion of the School Board.

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

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

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

#### **Section 10. Insurance Implications:**

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

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

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

#### **Section 11. Accrued Benefits:**

**Subd. 1. Employees on Medical or Parental Leaves:** An employee on a medical or parental leave under this article shall retain his/her number sick leave days, experience credit for pay purposes, and other accrued benefits, if any, up to the date

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

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

Section 12. Professional Improvement Leaves: Professional improvement leave is designed for the purpose of job-related work, study, travel or research. This leave is specifically designed for the purpose of upgrading skills or expertise of value to the District. The District may contract with the employee to pay all or part of the employee's salary during this leave depending on the perceived value to the District of the experience. This contract may make provision for payment at District expense or employee expense for fringe benefits and retirement plan. Such a contract may require a refund of any such salary and/or fringe benefit cost contributed by the School District if the employee does not return to the District and work for a period of at least two contract years. A refund will not be required if the employee is placed on unrequested leave of absence or otherwise terminated as a result of staff reduction. The granting of professional improvement leaves is at the sole discretion of the School District.

Section 13. Personal Leave: A full-time employee may elect to take a maximum of two (2) prearranged, non-accumulative, days each year for personal leave for any reason. Personal days will not be charged against sick leave. The days must be submitted in writing and pre-approved by the Superintendent.

Section 14. Probationary Period:

Subd. 1. Licensed employees shall serve a probationary period as per state statute.

Subd. 2. Any period of time for which an employee is on unpaid leave of absence shall not be counted in determining the completion of any probationary period.

## **ARTICLE II. 403B/457 MATCHING CONTRIBUTION**

Section 1. Eligibility: To be eligible for contribution under this Article, an employee must be full-time.

Section 2. Contribution: The School District will match eligible employee contributions to a maximum ~~\$6,000 in 2017/2018 and \$7500 per year in 2018/2019.~~

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

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

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

### ARTICLE III. SALARY

Section 1. Basic Salary: The administrator shall faithfully perform the services of **Special Education Director/Executive Director of Student Services** as prescribed by the School Board or its designated representative, abide by the rules and regulations as established by the School Board, and agrees to serve in the schools of said District as assigned by the School District. In consideration thereof, the School Board agrees to pay said administrator the following annual salary in such installments as may be determined by appropriate School District regulations:

~~2017-2018 — \$138,458 (\$136,958 + \$1,500 longevity)~~  
~~2018-2019 — \$143,751 (\$141,751 + \$2,000 longevity)~~

**2019-2020 \$146,732 (\$144,232 + \$2,500 longevity)**  
**2020-2021 \$156,505 (\$146,755 + \$2,500 longevity + \$7,250 Executive Director)**

Section 2. Daily Rate of Pay: Base Work Year: When it is necessary to compute a per day salary, the employee's base salary will be divided by 222 **for the FY20 school year and 221 for FY21 and subsequent years.**

**Section 3. Stipend for Executive Directorship:**

**Beginning in the 2020-2021 school year the Executive Director of Student Services will receive an additional stipend of \$7,250 (included as part of their regular salary) for the duties of executive directorship. The expanded role includes additional supervision, leadership, and management responsibilities.**

Section 4. Longevity:

The employee shall receive a longevity stipend ~~beyond the~~ **as part of their** salary as follows:

Beginning in the 5<sup>th</sup> year of employment through year 7 (5, 6, 7) = ~~\$1,000~~ **\$1,500**  
Beginning in the 8<sup>th</sup> year of employment through year 10 (8, 9, 10) = ~~\$1,500~~ **\$2,000**  
Beginning in the 11<sup>th</sup> year of employment through year 13 (11, 12, 13) = ~~\$2,000~~ **\$2,500**  
Beginning in the 14<sup>th</sup> year of employment through year 16 (14, 15, 16) = ~~\$2,500~~ **\$3,000**  
After 16 years (17 and beyond) ~~\$3,000~~ **\$3,500**

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

Section 5. The employee will receive an annual stipend of \$2,500 for a PhD, EdD, or JD degree. The stipend will be prorated from the date awarded if earned during the contract year. An official transcript must be received for the personnel file before the pay will be adjusted.

#### **ARTICLE IV. INSURANCE BENEFITS**

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

Section 2. Health and Hospitalization Insurance:

Subd. 1. Individual Coverage: The school district, effective ~~July~~ **January 1, 2018** ~~, 2020~~ shall contribute a sum not to exceed ~~\$725~~ **\$750** per month toward the cost of the premium for individual coverage for each eligible employee employed by the school district who qualifies for and is enrolled in the school district's health and hospitalization plan. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction. This subdivision shall not apply to those eligible employees who select coverage under the high deductible health plan described in Subdivision 3. Effective January 1, ~~2019~~ **2021**, the school district shall contribute a sum not to exceed ~~\$750~~ **\$770** per month toward the cost of the premium for individual coverage for each eligible employee employed by the school district who qualifies for and is enrolled in the school district's health and hospitalization plan. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction. This subdivision shall not apply to those eligible employees who select coverage under the high deductible health plan described in Subdivision 3.

Subd. 2. Family Coverage: The school district, effective ~~July~~ **January 1, 2018** ~~2020~~, shall contribute a sum not to exceed ~~\$1700~~ **\$1,800** per month toward the cost of the premium for family coverage for each eligible employee employed by the school district who qualifies for and is enrolled in the school district's health and hospitalization plan and who qualifies for family coverage. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction. This subdivision shall not apply to those eligible employees who select coverage under the high deductible health plan described in Subdivision 4. Effective January 1, ~~2019~~ **2021**, the school district shall contribute a sum not to exceed ~~\$1800~~ **\$1,900** per month toward the cost of the premium for family coverage for each eligible employee employed by the school district who qualifies for and is enrolled in the school district's health and hospitalization plan and who qualifies for family coverage. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction. This subdivision shall not apply to those eligible employees who select coverage under the high deductible health plan described in Subdivision 4.

Subd. 3. Individual High Deductible Coverage:

- (a) Eligible employees shall have the option of enrolling in a high deductible coverage option of the school district's health and hospitalization plan. The high deductible coverage shall be a qualified high deductible health plan within the meaning of Section 223 of the Internal Revenue Code of 1986, as amended from time to time. Each eligible employee enrolled in the high deductible coverage shall be eligible for a contribution to a health savings account ("HSA") of such employee in accordance with the Intermediate School District No. 917 Flex Choice Plan (the "Flex Choice Plan"). Effective, ~~July~~ **January 1, 2018 2020**, the total monthly contribution by the school district toward the cost of the premium of the high deductible coverage, the HSA contribution, and the HSA administrative fees attributable to such eligible employee shall not exceed ~~\$725~~ **\$750**. Effective, January 1, ~~2019~~ **2021**, the total monthly contribution by the school district toward the cost of the premium of the high deductible coverage, the HSA contribution, and the HSA administrative fees attributable to such eligible employee shall not exceed ~~\$750~~ **\$770**.
- (b) The school district shall contribute toward the cost of the premium for each eligible employee employed by the school district who qualifies for and is enrolled in individual coverage under the high deductible coverage option of the school district's health and hospitalization plan a monthly amount equal to the total monthly contribution identified in subsection (a) minus the monthly HSA contribution identified in subsection (c) and the monthly HSA administrative fees.
- (c) The school district shall contribute an amount equal to one-half of the applicable deductible to the HSA of each eligible employee employed by the school district who qualifies for and is enrolled in individual coverage under the high deductible coverage option of the school district's health and hospitalization plan. Such contributions shall be made monthly on a pro rata basis. Such employees shall also be eligible, through the Flex Choice Plan, to make pre-tax contributions to the HSA via salary reduction. The school district shall select the vendor of the HSA to which such contributions shall be made. Once deposited in an employee's HSA, such contributions, whether made by the school district or via salary reduction, shall not be subject to restriction by the school district and the employee may access and/or transfer such funds to a different HSA to the fullest extent permitted by law. Such employees also shall be eligible to participate in a Limited Scope Health Care Reimbursement Plan through the Flex Choice Plan, which shall allow reimbursement of medical expenses to the fullest extent permitted by law for an individual receiving contributions to an HSA.

Subd. 4 Family High Deductible Coverage:

- (a) Eligible employees shall have the option of enrolling in a high deductible coverage option of the school district's health and hospitalization plan. The high deductible coverage shall be a qualified high deductible health plan within the meaning of Section 223 of the Internal Revenue Code of 1986, as amended from time to time. Each eligible employee enrolled in the high deductible coverage shall be eligible for a contribution to a health savings account ("HSA") of such employee in accordance with the Intermediate School District No. 917 Flex Choice Plan (the "Flex Choice Plan"). Effective ~~July~~ **January 1, 2018 2020**, the total monthly contribution by the school district toward the cost of the premium of the high deductible coverage, the HSA contribution, and the HSA administrative fees attributable to such eligible employee shall not exceed ~~\$1700~~ **\$1,800**. Effective, January 1, ~~2019~~**2020**, the total monthly contribution by the school district toward the cost of the premium of the high deductible coverage, the HSA contribution, and the HSA administrative fees attributable to such eligible employee shall not exceed ~~\$1800~~ **\$1,900**.
- (b) The school district shall contribute toward the cost of the premium for each eligible employee employed by the school district who qualifies for and is enrolled in family coverage under the high deductible coverage option of the school district's health and hospitalization plan amount equal to the total contribution identified in subsection (a) minus the HSA contribution identified in subsection (c) and the HSA administrative fees.
- (c) The school district shall contribute an amount equal to one-half of the applicable deductible to the HSA of each eligible employee enrolled in the family high deductible coverage. Such contributions shall be made monthly on a pro rata basis. Such employees shall also be eligible, through the Flex Choice Plan, to make pre-tax contributions to the HSA via salary reduction. The school district shall select the vendor of the HSA to which such contributions shall be made. Once deposited in an employee's HSA, such contributions, whether made by the school district or via salary reduction, shall not be subject to restriction by the school district and the employee may access and/or transfer such funds to a different HSA to the fullest extent permitted by law. Such employees also shall be eligible to participate in a Limited Scope Health Care Reimbursement Plan through the Flex Choice Plan, which shall allow reimbursement of medical expenses to the fullest extent permitted by law for an individual receiving contributions to an HSA.

Subd. 5. Changes in Coverage under High Deductible Coverage: If an eligible employee who qualifies for and is enrolled in coverage under the high deductible coverage option of the school district's health and hospitalization plan changes the type of coverage during a calendar year (e.g., from individual coverage under the high deductible coverage option to family coverage under the high deductible coverage

option; from family coverage under the high deductible coverage option to individual coverage under the high deductible coverage option; from family or individual coverage under the high deductible coverage option to no coverage under the high deductible coverage option), the school district's contribution to the employee's HSA shall change accordingly. The change in the amount of HSA contributions shall be effective coincident with the change in the type of coverage under the high deductible coverage option.

Section 2. Retirees' Insurance:

Subd. 1. Employees hired prior to July 1, 2015, who retire who have at least 10 years of continuous full-time service and who are age 55 years or older will continue to receive the same district contribution (single or family) toward medical and dental insurance benefits as stated in the then current agreement, for 10 years from the date of retirement or upon becoming eligible for Medicare, whichever occurs sooner. Employees hired after July 1, 2015, must be 55 or older and have completed at least fifteen (15) years of continuous full time service with the School District to be eligible for insurance benefits included in this section.

Section 3. Group Income Protection: The School District will pay each month the cost of the premium for income protection insurance for each full-time employee, qualified for and enrolled in such School District plan. The income protection shall include the following:

1. Benefits begin after 90 days of total disability.
2. The monthly income benefit shall be  $66 \frac{2}{3}$  percent of basic monthly earnings (exclusive of any additional compensation from this district or another source).

Section 4. Life Insurance:

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

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

Subd. 3. Upon retirement, employees may continue to participate in the District's policy and may purchase term insurance at their own expense, subject to the terms of the contractual agreement between the District and the insurance carrier.

Subd. 4. Amounts of life insurance as provided in this section shall be progressively reduced in accordance with the following schedule:

- a) 10 years following date of retirement, original amount reduces by 50%.

- b) 11 to 15 years following date of retirement, original amount reduces by 60%.
- c) 16 to 20 years following date of retirement, original amount reduces by 80%.

**Section 5. Dental Insurance:** Effective ~~July 1, 2017~~, **January 1, 2020** the School District shall contribute a sum not to exceed \$60 per month for single or \$124 per month to cover the cost of family coverage as applicable, for each eligible employee employed by the School District who qualifies for and is enrolled in such School District dental insurance plan. . **Effective January 1, 2021, the School District shall contribute a sum not to exceed \$60 per month for single or \$138 per month for family to cover the cost of the premium for each employee working more than 75% time, employed by the School District who qualifies for and is enrolled in such School District dental insurance plan.**

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

## **ARTICLE V. OTHER BENEFITS**

**Section 1. Professional Growth:** For an Employee hired before July 1, 2015, the Board agrees to reimburse tuition fees for preapproved courses and professional dues. These courses and professional dues are subject to the Superintendent’s approval, whose decision shall be final.

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

If an employee’s resignation effective date from the district is before the two-year anniversary of a tuition/fee reimbursement 50% of the reimbursement must be repaid to the district. If an employee’s effective date is after the third year anniversary of a tuition/fee reimbursement no repayment is required. This employee repayment requirement will be tracked separately for each tuition/fee reimbursement.

Examples:

Employee 1: Tuition reimbursement received January 15, 2020                      \$4,000

	Employee resigns effective June 30, 2020	
	Employee repays	\$2,000
Employee 2:	Tuition reimbursement received January 15, 2020	\$4,000
	Employee resigns effective June 20, 2021	
	Employee repays	\$2,000
Employee 3:	Tuition reimbursement received January 15, 2020	\$4,000
	Employee resigns effective June 30, 2022	
	Employee repays	\$0
Employee 4:	Tuition reimbursement received January 15, 2020	\$4,000
	Tuition reimbursement received September 15, 2020	\$4,000
	Employee resigns effective June 30, 2022	
	Reimbursement on January 15, 2020 repays	\$0
	Reimbursement on September 15, 2020 repays	\$2,000

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

Section 3. Defense and Indemnification:

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

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

**ARTICLE VI. ABOLITION OF POSITION**

Section 1. Effect: This Article shall be effective only if this position is eliminated by the School District for its own reason or as a result of modification of state law abolishing the School District or substantially altering its form or funding which dictates the abolishment of this position.

Section 2. Conditions: In the event this position is abolished as provided in Section 1 hereof, the employee shall be eligible for one year of the retiree insurance benefit provided for in Article IV, Section 2, notwithstanding age or years of service requirements, except such benefits shall not be available if the employee has substantially equivalent coverage paid for by another employer. Nothing in this Article, however, shall alter the benefits existing in Article IV, Insurance Benefits, for those employees who otherwise meet the age and service requirements as set forth in said articles.

This agreement shall be effective only upon signature by the officers of the School Board after authorization for such signatures has been taken by the School Board in appropriate action, recorded in its minutes.

Date of School Board Action  
authorizing executive

~~March 6, 2018~~ \_\_\_\_\_

IN WITNESS WHEREOF, I have  
subscribed my signature this

~~March 6, 2018~~ \_\_\_\_\_

\_\_\_\_\_ 2020

\_\_\_\_\_  
**Special Education Director/Executive  
Director of Student Services**

IN WITNESS WHEREOF, we have  
subscribed our signatures this

~~March 6, 2018~~ \_\_\_\_\_

\_\_\_\_\_ 2020

\_\_\_\_\_  
**Chair**

\_\_\_\_\_  
Clerk

## TECHNOLOGY COORDINATOR AGREEMENT

The School Board of Intermediate School District 917, Rosemount, Minnesota (School District) enters into this agreement with Cory Langenfeld, who agrees to serve in the public schools of said district in the position of Technology Coordinator for the term beginning July 1, ~~2017~~, **2019**, and continuing until June 30, ~~2019~~, **2021** or until otherwise amended.

### ARTICLE I DEFINITION OF ELIGIBLE EMPLOYEES

The terms and conditions of employment as provided herein, cover those employees of Intermediate School District 917 who are employed on a full-time basis as Technology Coordinator.

### ARTICLE II LEAVES

#### Section I: Sick Leave

Subd. 1: All eligible employees shall earn sick leave at the rate of twelve (12) days for each year of service in the employ of the School District. Each employee shall be credited with twelve (12) days at the beginning of each year of employment. In the event that an employee uses credited sick leave prior to completion of the year in which such credit is earned, the employee shall be liable to the School District for any sick leave pay advanced beyond actual accrual in the event the employee leaves the service of the School District.

Subd. 2: Upon the close of any contract year that occurs after which the employee has completed at least fifteen (15) years of continuous employment with the School District, the School District shall pay to the Technology Coordinator the cash value of five (5) sick leave days if the sick leave balance has ~~five~~ **55** or more days. Such payment shall be made on July 15<sup>th</sup> following the close of the contract year. Years of employment are defined in Article III, Section 3.

Notwithstanding the foregoing, the total number of accumulated sick leave days cashed out will not exceed 55 days. Upon termination of employment, the Technology Coordinator shall receive a cash payment for a portion of their accumulated sick leave. The amount of accumulated sick leave days that will be paid to the Technology Coordinator upon termination of employment will be equal to the lesser of the number of accumulated sick leave days at the time of termination, or the difference between 55 days and the number of days that have been cashed out and paid to the Technology Coordinator during their employment. For purposes of converting accumulated sick leave into cash in order to make payment to the Technology Coordinator hereunder, the value of a day of sick leave shall be calculated as per Article III, Section 2. Applicable annual base salary shall be the Technology Coordinator's annual base salary for the contract year in which the severance of employment occurs.

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

### Section 2. Parental Leave

~~Subd. 1. An employee shall be afforded a parental leave of absence of no more than twelve (12) months in duration, according to the procedures as outlined in this section, to one parent of a newborn child or an adopted child, provided such parent is caring for the child on a full-time basis.~~

~~Subd. 2. The superintendent, after consultation with the employee, shall notify the employee in writing of the effective beginning date of such leave and its duration.~~

~~Subd. 3. The beginning date and duration of such leaves may be adjusted by mutual agreement between the superintendent and the employee.~~

~~Subd. 4. An employee returning from a parental leave shall be reemployed in a position for which the employee is qualified provided that the employee returns on the date as provided in the leave of absence.~~

~~Subd. 5. Failure of the employee to return pursuant to the date determined in this section shall constitute grounds for termination in the School District.~~

~~Subd. 6. The parties agree that periods of time for which the employee is on parental leave shall not be counted in determining the completion of the probationary period.~~

~~Subd. 7. A parental leave of absence granted pursuant to this section shall be a leave without pay.~~

### Section 3. Maternity/Adoption Leave

~~Subd. 1. The start of a physical disability absence for pregnancy, delivery, and recovery from childbirth shall be determined by the employee's physician. The end of the physical disability absence for childbirth shall be determined by the employee's physician at the time of the child's birth.~~

~~Subd. 2. A pregnant employee shall notify the superintendent in writing, not later than the end of the sixth month of pregnancy, and, also at such time provide a physician's statement indicating the estimated date of delivery of the child. The employee shall submit a written request to the superintendent for the use of accumulated paid sick leave, including commencement date and return date. The time periods provided herein can be modified by the employee's physician.~~

~~Subd. 3. An employee's maternity absence may encompass school holidays and/or school vacations. Holidays and/or vacations that fall during the period of disability do not cause the disability period to be extended. These days would not be deducted from sick leave.~~

~~Subd. 4. Subd. 2 and 3 of this section (Section 3) shall also apply to one parent for the adoption of a child in compliance with the Family Medical Leave Act.~~

## **Section 2. Medical Leave:**

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

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

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

- a) **FMLA Eligibility:** Over the twelve (12) months prior to leave, employees must have been employed with the School District for at least twelve (12) months and worked 1,250 hours within the twelve (12)-month period preceding the leave. Any use of vacation, personal leave, sick leave, or unpaid time off are not be counted toward the 1,250-hour benchmark.
- b) Pursuant to law, FMLA Leave shall be granted for any of the following reasons:
  1. The employee's own serious health condition, as defined by the FMLA;

2. The employee's need to care for an immediate family member (spouse, child, parent) with a serious health condition, as defined by the FMLA;
  3. The placement (adoption or foster care) or birth of a child up to one year after the child's birth or placement.
- c) FMLA Leave will run concurrently, that is at the same time, with any paid leave and any and all of the employee's accrued paid leave must be exhausted before the employee transitions to an unpaid leave of absence.
- d) Spouses who work for the School District shall be allowed a combined total of twelve (12) weeks unpaid FMLA leave during any twelve (12)-month period for the birth or adoption of a child, or to care for a parent's serious health condition. However, the combined limitation does not apply to FMLA leave taken by one spouse in the School District to care for the other spouse in the School District.

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

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

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

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

The employee may provide medical verification from a qualified healthcare

provider of the employee's work restrictions due to the employee's serious medical condition, and the School District will attempt to accommodate those restrictions, if possible.

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

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

### **Section 3. Parental Leave:**

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

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

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

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

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

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

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

~~Section 4: Bereavement and Family Illness Leaves: Employee is allowed to use all accrued sick leave for an absence due to illness of or injury to the employee's child who is under 18 years of age or under age 20 for a child attending secondary school. Employee is able to use accrued sick leave for an absence due to an illness or, or injury to a spouse, adult child, brother, sister, parent, grandparent, grandchild, spouse's parent or significant person, or for "safety leave" (as that term is defined in Section 181.9413 of the Minnesota statutes) up to 160 hours (i.e. twenty (20) days per 12 month period) in accordance with Section 181.9413 of the Minnesota Statutes. An absence due to death of a spouse, child, adult child, brother, sister, parent, grandparent, grandchild, significant person, or spouse's parent will be granted up to five (5) days per incident with the approval of the immediate supervisor with no salary deduction.~~

~~Additional absence for illness or death may be granted at the sole discretion of the superintendent, or his/her designee. Absence due to illness or injury of a family member or for safety leave shall be deducted from sick leave. Absence due to the death of a family member shall be not deducted from sick leave. Provisions under this section are not intended to limit any rights the employee may have under the family medical leave act. For purposes of this provision, "child" includes a stepchild and a biological, adopted and foster child and "grandchild" includes a step grandchild and a biological, adopted and foster grandchild.~~

~~Section 5: Jury Duty: An employee summoned for jury duty shall receive regular salary but shall remit to the School District any jury duty fees received. The employee shall retain any expenses or mileage allowances paid by the court. Employees will be expected to report for their regular duties when temporarily excused from attendance at court for all or any portion of the workday.~~

**Section 4. Bereavement and Family Illness Leaves:**

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

**Absence due to illness or injury of a family member or for safety leave shall be deducted from sick leave. Provisions under this section are not intended to limit any rights the**

employee may have under the family medical leave act. For purposes of this provision, “child,” includes stepchild and a biological, adopted and foster child and “grandchild” includes a step-grandchild and a biological adopted and foster grandchild. Absence due to the death of a family member shall not be deducted from sick leave.

Employee is allowed to use all accrued sick leave for an absence due to illness of or injury to the employee’s child who is under 18 years of age or under age 20 for a child attending secondary school. Employee is able to use accrued sick leave for an absence due to an illness of or injury to a spouse, adult child, brother, sister, parent, grandparent, grandchild, spouse’s parent, significant person or for “safety leave” (as that term is defined in Section 181.9413 of the Minnesota Statutes) up to 160 hours (twenty (20) days) per 12 month period in accordance with Section 181.9413 of the Minnesota statutes.

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

#### **Section 5. Civic Duty/Military Leave:**

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

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

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

#### **Section 6. General Unpaid Personal Leave:**

**Subd. 1.** An employee shall be afforded a general unpaid personal leave of absence, subject to the provisions in this section and District policy 464, through written request from the employee to the superintendent. Any leave within this section must

also be approved by the School Board if it extends beyond five (5) days. The granting of such leave shall be at the sole discretion of the School Board.

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

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

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

#### **Section 7. Insurance Implications:**

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

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

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

#### **Section 8. Accrued Benefits:**

**Subd. 1. Employees on Medical or Parental Leaves:** An employee on a medical or parental leave under this article shall retain his/her number sick leave days, experience credit for pay purposes, and other accrued benefits, if any, up to the date that the employee went on leave for use during the employee's leave of absence, as

noted in section three (3) of this article, and accrual will continue so long as the employee is using paid leave. No additional experience credit for pay purposes, or other benefits shall accrue for the period of time that the employee is on unpaid leave.

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

**Section 6 9. Professional Improvement Leaves:** Professional improvement leave is designed for the purpose of job-related work, study, travel or research. This leave is specifically designed for the purpose of upgrading skills or expertise of value to the District. The District may contract with the employee to pay all or part of the employee's salary during this leave depending on the perceived value to the District of the experience. This contract may make provision for payment at District expense or employee expense for fringe benefits and retirement plan. Such a contract may require a refund of any such salary and/or fringe benefit cost contributed by the School District if the employee does not return to the District and work for a period of at least two contract years. A refund will not be required if the employee is placed on unrequested leave of absence or otherwise terminated as a result of staff reduction. The granting of professional improvement leaves is at the sole discretion of the School District.

**Section-7 10. Personal Leave:** An eligible employee may elect to take a maximum of two (2) prearranged, non-accumulative, days each year for personal leave for any reason. Personal days will not be charged against sick leave. The days must be submitted in writing and pre-approved by the superintendent.

**Section 8 11. Probationary Period:**

**Subd. 1:** The Technology Coordinator shall serve a probationary period of one year (12 months) of continuous employment during which time the School District shall have the unqualified right to suspend without pay, discharge or otherwise discipline such employee.

**Subd. 2:** Any period of time for which an employee is on unpaid leave of absence shall not be counted in determining the completion of any probationary period.

### **ARTICLE III CONTRACT YEAR, VACATIONS AND HOLIDAYS**

**Section I: Basic Work Year:** The employee's duty year shall be for the entire 12-month contract year, including vacations and holidays, as provided herein. When it is necessary to compute a per day salary, the employee's base salary will be divided by 222 for the FY20 school year and 221 for FY21 and subsequent years.

## Section 2: Vacations

Subd. 1. Eligible employees shall earn vacation at the rate of twenty-eight (28) days per year with Intermediate School District No. 917.

Subd. 2. Vacation may be used after it is credited. A draw in advance on vacation not yet earned or credited may be granted at the approval of the superintendent. Vacation may be accrued to a maximum of 80 days. Upon the close of each contract year, the School District shall pay to the Technology Coordinator the cash value of all vacation days accrued above 80. Such payment shall be made on July 15<sup>th</sup> following the close of the contract year. For purposes of converting accumulated vacation into cash in order to make payment to the Technology Coordinator hereunder, the value of a day of vacation shall be calculated as per Article III, Section 2. Applicable annual base salary shall be the Technology Coordinator's base salary for the contract year that just closed for purposes of the payments.

Subd. 3. An employee who is terminated or leaves the employment of the School District of his or her own volition will be paid for all accumulated vacation time, provided the employee is severing employment of his or her own volition and has given the employer six (6) weeks written notice. Such payment shall be made as soon as administratively feasible following the employee's severance from employment. For purposes of converting accumulated vacation into cash in order to make payment to the Technology Coordinator hereunder, the value of a day of vacation shall be calculated as per Article III, Section 2. Applicable annual base salary shall be the Technology Coordinator's annual base salary for the contract year in which the severance for the contract year in which the severance of employment occurs. The superintendent may waive the six (6) weeks written notice due to special circumstances.

Subd. 4. All requests for vacation must be approved in advance by the superintendent.

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

1. July 4
2. First Monday of September
3. Fourth Thursday of November
4. Fourth Friday of November
5. December 24
6. December 25
7. January 1
8. **The third Monday of January (effective 2021)**
8. 9. Third Monday of February
9. 10. The Friday before the full moon that follows the northern Spring equinox
10. 11. Last Monday of May

One of the above listed holidays may be taken as a floating holiday.

**ARTICLE IV**  
**403B/457 MATCHING CONTRIBUTION**

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

Section 2. Contribution: The School District will match employee contributions to a maximum of ~~\$3500 for 2017/2018 and \$5000 in 2018/2019~~ **\$5,000 per year.**

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

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

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

**ARTICLE V**  
**INSURANCE BENEFITS**

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

Section 2. Health and Hospitalization Insurance:

Subd. 1. Individual Coverage: The school district, effective ~~July~~ **January 1, 2018** ~~, 2020~~ shall contribute a sum not to exceed ~~\$725~~ **\$750** per month toward the cost of the premium for individual coverage for each eligible employee employed by the school district who qualifies for and is enrolled in the school district's health and hospitalization plan. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction. This subdivision shall not apply to those eligible employees who select coverage under the high deductible health plan described in Subdivision 3. Effective January 1, ~~2019~~ **2021**, the school district shall contribute a sum not to exceed ~~\$750~~ **\$770** per month toward the cost of the premium for individual coverage for each eligible employee employed by the school district who qualifies for and is enrolled in the school district's health and hospitalization plan. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction. This subdivision shall not apply to those eligible employees who select coverage under the high deductible health plan described in Subdivision 3.

Subd. 2. Family Coverage: The school district, effective ~~July~~ **January 1, 2018** ~~2020~~, shall contribute a sum not to exceed ~~\$1700~~ **\$1,800** per month toward the cost of the premium for family coverage for each eligible employee employed by the school

district who qualifies for and is enrolled in the school district's health and hospitalization plan and who qualifies for family coverage. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction. This subdivision shall not apply to those eligible employees who select coverage under the high deductible health plan described in Subdivision 4. Effective January 1, ~~2019~~ **2021**, the school district shall contribute a sum not to exceed ~~\$1800~~ **\$1,900** per month toward the cost of the premium for family coverage for each eligible employee employed by the school district who qualifies for and is enrolled in the school district's health and hospitalization plan and who qualifies for family coverage. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction. This subdivision shall not apply to those eligible employees who select coverage under the high deductible health plan described in Subdivision 4.

Subd. 3. Individual High Deductible Coverage:

- (a) Eligible employees shall have the option of enrolling in a high deductible coverage option of the school district's health and hospitalization plan. The high deductible coverage shall be a qualified high deductible health plan within the meaning of Section 223 of the Internal Revenue Code of 1986, as amended from time to time. Each eligible employee enrolled in the high deductible coverage shall be eligible for a contribution to a health savings account ("HSA") of such employee in accordance with the Intermediate School District No. 917 Flex Choice Plan (the "Flex Choice Plan"). Effective, ~~July~~ **January 1, 2018 2020**, the total monthly contribution by the school district toward the cost of the premium of the high deductible coverage, the HSA contribution, and the HSA administrative fees attributable to such eligible employee shall not exceed ~~\$725~~ **\$750**. Effective, January 1, ~~2019~~ **2021**, the total monthly contribution by the school district toward the cost of the premium of the high deductible coverage, the HSA contribution, and the HSA administrative fees attributable to such eligible employee shall not exceed ~~\$750~~ **\$770**.
- (b) The school district shall contribute toward the cost of the premium for each eligible employee employed by the school district who qualifies for and is enrolled in individual coverage under the high deductible coverage option of the school district's health and hospitalization plan a monthly amount equal to the total monthly contribution identified in subsection (a) minus the monthly HSA contribution identified in subsection (c) and the monthly HSA administrative fees.
- (c) The school district shall contribute an amount equal to one-half of the applicable deductible to the HSA of each eligible employee employed by the school district who qualifies for and is enrolled in individual coverage under the high deductible coverage option of the school district's health and hospitalization plan. Such contributions shall be made monthly on a pro rata basis. Such employees shall also be eligible, through the Flex Choice Plan, to make pre-tax contributions

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

Subd. 4. Family High Deductible Coverage:

- (a) Eligible employees shall have the option of enrolling in a high deductible coverage option of the school district's health and hospitalization plan. The high deductible coverage shall be a qualified high deductible health plan within the meaning of Section 223 of the Internal Revenue Code of 1986, as amended from time to time. Each eligible employee enrolled in the high deductible coverage shall be eligible for a contribution to a health savings account ("HSA") of such employee in accordance with the Intermediate School District No. 917 Flex Choice Plan (the "Flex Choice Plan"). Effective ~~July~~ **January 1, 2018 2020**, the total monthly contribution by the school district toward the cost of the premium of the high deductible coverage, the HSA contribution, and the HSA administrative fees attributable to such eligible employee shall not exceed ~~\$1700~~ **\$1,800**. Effective, January 1, ~~2019~~**2020**, the total monthly contribution by the school district toward the cost of the premium of the high deductible coverage, the HSA contribution, and the HSA administrative fees attributable to such eligible employee shall not exceed ~~\$1800~~ **\$1,900**.
- (b) The school district shall contribute toward the cost of the premium for each eligible employee employed by the school district who qualifies for and is enrolled in family coverage under the high deductible coverage option of the school district's health and hospitalization plan amount equal to the total contribution identified in subsection (a) minus the HSA contribution identified in subsection (c) and the HSA administrative fees.
- (c) The school district shall contribute an amount equal to one-half of the applicable deductible to the HSA of each eligible employee enrolled in the family high deductible coverage. Such contributions shall be made monthly on a pro rata basis. Such employees shall also be eligible, through the Flex Choice Plan, to make pre-tax contributions to the HSA via salary reduction. The school district shall select the vendor of the HSA to which such contributions shall be made. Once deposited in an employee's HSA, such contributions, whether made by the

school district or via salary reduction, shall not be subject to restriction by the school district and the employee may access and/or transfer such funds to a different HSA to the fullest extent permitted by law. Such employees also shall be eligible to participate in a Limited Scope Health Care Reimbursement Plan through the Flex Choice Plan, which shall allow reimbursement of medical expenses to the fullest extent permitted by law for an individual receiving contributions to an HSA.

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

## Section 2. Early Retirees:

Subd. 1. Employees hired by the District prior to July 1, 2004, who choose early retirement and are age 55 or older and who have completed at least ten (10) years of continuous full-time service with the School District shall be eligible for insurance benefits as provided in this section. Such employees will receive full single medical/health insurance benefits with the cost of the premium paid by the District for ten (10) years following date of retirement, or upon becoming eligible for Medicare, whichever occurs sooner. Such benefits shall not be available if the employee has substantially equivalent coverage paid for by another employer. An eligible employee, under this subdivision, may elect to continue to carry dependent coverage for the same time period as herein, at the employee's own expense, by making arrangements with the School District to pay on a monthly basis any costs as accrued by the School District. Employees hired on or after July 1, 2004, shall have the same retiree insurance benefit as those employees hired prior to July 1, 2004, except that the amount contributed by the district shall remain at the same level as it was at the time of retirement. Employees hired after July 1, 2015, must be 55 or older and have completed at least fifteen (15) years of continuous full-time service with the school district to be eligible for insurance benefits included in this section.

Subd. 2. Retiree health insurance that is paid for by the District shall be the lowest cost plan, excluding HSA, at the same level as it was at the time of retirement. Retirees who elect a more costly plan must pay the difference to the District as described in Subd. 2.

Section 3. Group Income Protection: The School District will pay each month the cost of the premium for income protection insurance for each full-time employee, qualified for and enrolled in such School District plan. The income protection shall include the following:

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

Section 4. Life Insurance:

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

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

Section 5. Dental Insurance: Effective ~~July 1, 2017~~, **January 1, 2020** the School District shall contribute a sum not to exceed \$60 per month for single or \$124 per month to cover the cost of family coverage as applicable, for each eligible employee employed by the School District who qualifies for and is enrolled in such School District dental insurance plan. **Effective January 1, 2021, the School District shall contribute a sum not to exceed \$60 per month for single or \$138 per month for family to cover the cost of the premium for each employee working more than 75% time, employed by the School District who qualifies for and is enrolled in such School District dental insurance plan.**

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

## **ARTICLE VI OTHER BENEFITS**

Section 1. Professional Growth: For a Technology Coordinator hired before July 1, 2015, the Board agrees to reimburse tuition fees for preapproved courses and professional dues. Reimbursement of tuition shall be limited to the cost of 12 semester credits (or equivalent) per year at the University of Minnesota doctoral rate or a sum not to exceed the University of Minnesota cost for 12 semester credits or equivalent at another University. Reimbursement shall

be subject to the superintendent’s approval, whose decision shall be final. Effective July 1, 2007, benefits under this Section 1 shall be limited to and regulated by the technology coordinator’s enrollment in a course of study or program approved by the superintendent in accordance with the Intermediate School District Policy 486, Specialized Training at District Expense.

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

If a Technology Coordinator’s resignation effective date from the district is before the two-year anniversary of a tuition/fee reimbursement 50% of the reimbursement must be repaid to the district. If a Technology Coordinator’s resignation effective date is after the third year anniversary of a tuition/fee reimbursement no repayment is required. This employee repayment requirement will be tracked separately for each tuition/fee reimbursement.

Examples:

Employee 1:	Tuition reimbursement received January 15, 2020	\$4,000
	Employee resigns effective June 30,-2020	
	Employee repays	\$2,000
Employee 2:	Tuition reimbursement received January 15, 2020	\$4,000
	Employee resigns effective June 20, 2021	
	Employee repays	\$2,000
Employee 3:	Tuition reimbursement received January 15, 2020	\$4,000
	Employee resigns effective June 30, 2022	
	Employee repays	\$0
Employee 4:	Tuition reimbursement received January 15, 2020	\$4,000
	Tuition reimbursement received September 15, 2020	\$4,000
	Employee resigns effective June 30, 2022	
	Reimbursement on January 15, 2020 repays	\$0
	Reimbursement on September 15, 2020 repays	\$2,000

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

Section 3. Defense and Indemnification:

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

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

**ARTICLE VII  
SALARIES**

Section 1. Base Salary:

<del>2017-2018</del>	<del>\$104,522</del>	<del>(\$103,522 base + \$1,000 longevity)</del>
<del>2018-2019</del>	<del>\$108,146</del>	<del>(\$107,146 base + \$1,000 longevity)</del>
<b>2019-2020</b>	<b>\$111,521.06</b>	<b>(\$109,021.06 base + \$2,500 longevity)</b>
<b>2020-2021</b>	<b>\$113,428.92</b>	<b>(\$110,928.92 base + \$2,500 longevity)</b>

Section 2. Longevity: The employee will receive a longevity stipend beyond the salary as follows:

After 10 years of employment (11-15): \$1,000  
After 15 years of employment (16 and beyond): \$2,500

Date of School Board Action  
authorizing executive  
February 4, 2020

IN WITNESS WHEREOF, I have  
subscribed my signature this

IN WITNESS WHEREOF, we have  
subscribed our signatures this

\_\_\_\_ day of February, 2020

4<sup>th</sup> day of February, 2020

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Technology Coordinator

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Vice Chair

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Clerk

## SECONDARY EDUCATION PRINCIPAL AGREEMENT

The School Board of Intermediate School District 917, Rosemount, Minnesota (School District) enters into this agreement, pursuant to Minn. Stat 122A.40, as amended, with Eric Van Brocklin, a legally qualified administrator who agrees to serve in the public schools of said district in the position of Secondary Education Principal, as licensed by the State of Minnesota, for the term beginning July 1, ~~2017~~, **2019**, and continuing until June 30, ~~2019~~, **2021** or until otherwise amended.

### ARTICLE I. DUTY YEAR AND LEAVES

Section 1. Basic Work Year: The employee's duty year shall be for the entire 12-month contract year, including vacations and holidays, as provided herein.

Section 2. Vacations:

Subd. 1. The employee shall earn vacation at the rate of twenty-eight (28) days per year.

Subd. 2. Vacation may be used after it is credited. A draw in advance on vacation not yet earned or credited may be granted at the approval of the superintendent. Vacation may be accrued to a maximum of ~~80~~**70** days. Upon the close of each contract year, the School District shall pay to the Secondary Education Principal the cash value of all vacation days accrued above ~~80~~ **70**. Such payment shall be made on July 15<sup>th</sup> following the close of the contract year. For purposes of converting accumulated vacation into cash in order to make payment to the Secondary Education Principal hereunder, the value of a day of vacation shall be calculated as per Article III, Section 2. Applicable annual base salary shall be the Secondary Education Principal's base salary for the contract year that just closed for purposes of the payments.

Subd. 3. An employee who is terminated or leaves the employment of the School District of his or her own volition will be paid for all accumulated vacation time, provided the employee is severing employment of his or her own volition and has given the employer six (6) weeks written notice. Such payment shall be made as soon as administratively feasible following the employee's severance from employment. For purposes of converting accumulated vacation into cash in order to make payment to the Secondary Education Principal hereunder, the value of a day of vacation shall be calculated as per Article III, Section 2. Applicable annual base salary shall be the Secondary Education Principal's annual base salary for the contract year in which the severance for the contract year in which the severance of employment occurs. The superintendent may waive the six (6) weeks written notice due to special circumstances.

Subd. 4. All requests for vacation must be approved in advance by the superintendent.

Section 3. Holidays:

Subd. 1. **In 2020** the employee shall be entitled to ten (10), **and in 2021 eleven (11)** paid holidays ~~each contract year~~ as designated by the annual calendar.

Subd. 2. **Employees shall have the following named holidays:**

1. **July 4**
2. **First Monday of September**
3. **Fourth Thursday of November**
4. **Fourth Friday of November**
5. **December 24**
6. **December 25**
7. **January 1**
8. **Third Monday of January (effective 2021)**
9. **Third Monday of February**
10. **The Friday before the full moon that follows the northern Spring equinox**
11. **Last Monday of May**

**Two of the above listed holidays may be taken as floating holidays.**

Section 4. Sick Leave:

Subd. 1. The employee shall earn sick leave at the rate of twelve (12) days for each year of service in the employ of the School District. The employee shall be credited with twelve (12) days at the beginning of each year of employment. In the event that an employee uses credited sick leave prior to completion of the year in which such credit is earned, the employee shall be liable to the School District for any sick leave pay advanced beyond actual accrual in the event the employee leaves the service of the School District.

Subd. 2. Upon the close of any contract year that occurs after which the employee has completed at least ~~fifteen (15)~~ **ten (10)** years of continuous employment with the School District, the School District shall pay to the Secondary Education Principal the cash value of ~~five (5)~~ **ten (10)** sick leave days if the sick leave balance has ~~five~~ **70** or more days. Such payment shall be made on July 15<sup>th</sup> following the close of the contract year. Years of employment are defined in Article III, Section 3.

Notwithstanding the foregoing, the total number of accumulated sick leave days cashed out will not exceed 75 days. Upon termination of employment, the Secondary Education Principal shall receive a cash payment for a portion of their accumulated sick leave. The amount of accumulated sick leave days that will be paid to the Secondary Education Principal upon termination of employment will be equal to the lesser of the number of accumulated sick leave days at the time of termination, or the difference between 75 days and the number of days that have been cashed out and paid to the Secondary Education Principal during their employment. For purposes of converting accumulated sick leave into cash in order to make payment to the Secondary Education Principal hereunder, the value of a day of sick leave shall be calculated as per Article III, Section 2. Applicable annual base salary shall be the Secondary Education Principal's annual base salary for the contract year in which the severance of employment occurs.

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

Section 5. Parental Leave

~~Subd. 1. An employee shall be afforded a parental leave of absence of no more than twelve (12) months in duration, according to the procedures as outlined in this section, to one parent of a newborn child or an adopted child, provided such parent is caring for the child on a full-time basis.~~

~~Subd. 2. The superintendent, after consultation with the employee, shall notify the employee in writing of the effective beginning date of such leave and its duration.~~

~~Subd. 3. The beginning date and duration of such leaves may be adjusted by mutual agreement between the superintendent and the employee.~~

~~Subd. 4. An employee returning from a parental leave shall be reemployed in a position for which the employee is qualified provided that the employee returns on the date as provided in the leave of absence.~~

~~Subd. 5. Failure of the employee to return pursuant to the date determined in this section shall constitute grounds for termination in the School District.~~

~~Subd. 6. The parties agree that periods of time for which the employee is on parental leave shall not be counted in determining the completion of the probationary period.~~

~~Subd. 7. A parental leave of absence granted pursuant to this section shall be a leave without pay.~~

#### Section 6. Maternity/Adoption Leave

~~Subd. 1. The start of a physical disability absence for pregnancy, delivery, and recovery from childbirth shall be determined by the employee's physician. The end of the physical disability absence for childbirth shall be determined by the employee's physician at the time of the child's birth.~~

~~Subd. 2. A pregnant employee shall notify the superintendent in writing, not later than the end of the sixth month of pregnancy, and, also at such time provide a physician's statement indicating the estimated date of delivery of the child. The employee shall submit a written request to the superintendent for the use of accumulated paid sick leave, including commencement date and return date. The time periods provided herein can be modified by the employee's physician.~~

~~Subd. 3. An employee's maternity absence may encompass school holidays and/or school vacations. Holidays and/or vacations that fall during the period of disability do not cause the disability period to be extended. These days would not be deducted from sick leave.~~

~~Subd. 4. Subd. 2 and 3 of this section (Section 3) shall also apply to one parent for the adoption of a child in compliance with the Family Medical Leave Act.~~

#### Section 5. Medical Leave:

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

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

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

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

spouse in the School District to care for the other spouse in the School District.

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

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

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

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

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

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

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

## **Section 6. Parental Leave:**

**Subd. 1.** An employee shall be afforded a parental leave of absence of no more than twelve (12) months in duration for the care of a newborn child or an adopted child,

provided that the employee is caring for the child on a full-time basis. The parental leave will run concurrently, that is at the same time, as family medical leave should the leave be an FMLA-qualified leave of absence.

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

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

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

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

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

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

~~Section 7: Bereavement and Family Illness Leaves: Employee is allowed to use all accrued sick leave for an absence due to illness of or injury to the employee's child who is under 18 years of age or under age 20 for a child attending secondary school. Employee is able to use accrued sick leave for an absence due to an illness or, or injury to a spouse, adult child, brother, sister, parent, grandparent, grandchild, spouse's parent or significant person, or for "safety leave" (as that term is defined in Section 181.9413 of the Minnesota statutes) up to 160 hours (i.e. twenty (20) days per 12-month period) in accordance with Section 181.9413 of the Minnesota Statutes. An absence due to death of a spouse, child, adult child, brother, sister, parent, grandparent, grandchild, significant person, or spouse's parent will be granted up to five (5) days per incident with the approval of the immediate supervisor with no salary deduction.~~

~~Additional absence for illness or death may be granted at the sole discretion of the superintendent, or his/her designee. Absence due to illness or injury of a family member or for safety leave shall be deducted from sick leave. Absence due to the death of a family member shall be not deducted from sick leave. Provisions under this section are not intended to limit any rights the employee may have under the family medical leave act. For purposes of this provision, “child” includes a stepchild and a biological, adopted and foster child and “grandchild” includes a step grandchild and a biological, adopted and foster grandchild.~~

**Section 7. Bereavement and Family Illness Leaves:**

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

**Absence due to illness or injury of a family member or for safety leave shall be deducted from sick leave. Provisions under this section are not intended to limit any rights the employee may have under the family medical leave act. For purposes of this provision, “child,” includes stepchild and a biological, adopted and foster child and “grandchild” includes a step-grandchild and a biological adopted and foster grandchild. Absence due to the death of a family member shall not be deducted from sick leave.**

**Employee is allowed to use all accrued sick leave for an absence due to illness of or injury to the employee’s child who is under 18 years of age or under age 20 for a child attending secondary school. Employee is able to use accrued sick leave for an absence due to an illness of or injury to a spouse, adult child, brother, sister, parent, grandparent, grandchild, spouse’s parent, significant person or for “safety leave” (as that term is defined in Section 181.9413 of the Minnesota Statutes) up to 160 hours (twenty (20) days) per 12 month period in accordance with Section 181.9413 of the Minnesota statutes.**

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

~~**Section 8: Jury Duty**—An employee summoned for jury duty shall receive regular salary but shall remit to the School District any jury duty fees received. The employee shall retain any expenses or mileage allowances paid by the court. Employees will be expected to report for their regular duties when temporarily excused from attendance at court for all or any portion of the workday.~~

**Section 8. Civic Duty/Military Leave:**

**Subd. 1. Jury Duty: An employee summoned to serve on a jury shall request to be excused from such jury service. Employees who are not excused will be permitted time off without the loss of pay contingent upon the employee reimbursing the School District any fees / per diem received from the court for said jury duty. Any allowable expenses reimbursed by the court, such as mileage, parking, and meals, may be retained and are the sole responsibility of the employee to seek through the court. The District shall**

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

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

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

### **Section 9. General Unpaid Personal Leave:**

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

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

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

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

### **Section 10. Insurance Implications:**

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

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

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

**Section 11. Accrued Benefits:**

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

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

**Section 912. Professional Improvement Leaves:** Professional improvement leave is designed for the purpose of job-related work, study, travel or research. This leave is specifically designed for the purpose of upgrading skills or expertise of value to the District. The District may contract with the employee to pay all or part of the employee's salary during this leave depending on the perceived value to the District of the experience. This contract may make provision for payment at District expense or employee expense for fringe benefits and retirement plan. Such a contract may require a refund of any such salary and/or fringe benefit cost contributed by the School District if the employee does not return to the District and work for a period of at least two contract years. A refund will not be required if the employee is placed on unrequested leave of absence or otherwise terminated as a result of staff reduction. The granting of professional improvement leaves is at the sole discretion of the School District.

**Section 1013. Personal Leave:** A full-time employee may elect to take a maximum of two (2) prearranged, non-accumulative, days each year for personal leave for any reason. Personal days will not be charged against sick leave. The days must be submitted in writing and pre-approved by the Superintendent.

**Section 1114. Probationary Period:** Any period of time for which an employee is on unpaid leave of absence shall not be counted in determining the completion of any probationary period.

**ARTICLE II. 403B/457 MATCHING CONTRIBUTION**

Section 1. Eligibility: To be eligible for contribution under this Article, an employee must be full-time.

Section 2. Contribution: The School District will match eligible employee contributions to a maximum ~~\$6,000 in 2017-2018~~ and ~~\$7500 in 2018-2019~~ **per year.**

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

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

**ARTICLE III. SALARY**

Section 1. Basic Salary: The administrator shall faithfully perform the services of Secondary Education Principal as prescribed by the School Board or its designated representative, abide by the rules and regulations as established by the School Board, and agrees to serve in the schools of said District as assigned by the School District. In consideration thereof, the School Board agrees to pay said administrator the following annual salary in such installments as may be determined by appropriate School District regulations:

<del>2017-2018</del>	<del>\$128,060</del>	<del>(\$127,060 + \$1,000 longevity)</del>
<del>2018-2019</del>	<del>\$132,507</del>	<del>(\$131,507 + \$1,000 longevity)</del>
<b>2019-2020</b>	<b>\$135,308.27</b>	<b>(\$133,808.27 base + \$1,500 longevity)</b>
<b>2020-2021</b>	<b>\$138,149.92</b>	<b>(\$136,149.92 base + \$2,000 longevity)</b>

Section 2. Daily Rate of Pay/Base Work Year: When it is necessary to compute a per day salary, the employee’s base salary will be divided by 222 **for the FY20 school year and 221 for FY21 and subsequent years.**

Section 3. Longevity:

The employee shall receive a longevity stipend ~~beyond the~~ **as part of their** salary as follows:

- Beginning in the 5<sup>th</sup> year of employment through year 7 (5, 6, 7) = ~~\$1,000~~ **\$1,500**
- Beginning in the 8<sup>th</sup> year of employment through year 10 (8, 9, 10) = ~~\$1,500~~ **\$2,000**
- Beginning in the 11<sup>th</sup> year of employment through year 13 (11, 12, 13) = ~~\$2,000~~ **\$2,500**
- Beginning in the 14<sup>th</sup> year of employment through year 16 (14, 15, 16) = ~~\$2,500~~ **\$3,000**
- After 16 years (17 and beyond) ~~\$3,000~~ **\$3,500**

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

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

Section 4. The employee will receive an annual stipend of \$2,500 for a PhD, EdD, or JD degree. The stipend will be prorated from the date awarded if earned during the contract year. An official transcript must be received for the personnel file before the pay will be adjusted.

#### **ARTICLE IV. INSURANCE BENEFITS**

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

Section 2. Health and Hospitalization Insurance:

Subd. 1. Individual Coverage: The school district, effective ~~July~~ **January 1, 2018–2020** shall contribute a sum not to exceed ~~\$725~~ **\$750** per month toward the cost of the premium for individual coverage for each eligible employee employed by the school district who qualifies for and is enrolled in the school district's health and hospitalization plan. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction. This subdivision shall not apply to those eligible employees who select coverage under the high deductible health plan described in Subdivision 3. Effective January 1, ~~2019~~ **2021**, the school district shall contribute a sum not to exceed ~~\$750~~ **\$770** per month toward the cost of the premium for individual coverage for each eligible employee employed by the school district who qualifies for and is enrolled in the school district's health and hospitalization plan. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction. This subdivision shall not apply to those eligible employees who select coverage under the high deductible health plan described in Subdivision 3.

Subd. 2. Family Coverage: The school district, effective ~~July~~ **January 1, 2018 2020**, shall contribute a sum not to exceed ~~\$1700~~ **\$1,800** per month toward the cost of the premium for family coverage for each eligible employee employed by the school district who qualifies for and is enrolled in the school district's health and hospitalization plan and who qualifies for family coverage. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction. This subdivision shall not apply to those eligible employees who select coverage under the high deductible health plan described in Subdivision 4. Effective January 1, ~~2019~~ **2021**, the school district shall contribute a sum not to exceed ~~\$1800~~ **\$1,900** per month toward the cost of the premium for family coverage for each eligible employee employed by the school district who qualifies for and is enrolled in the school district's health and hospitalization plan and who qualifies for family coverage. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction. This subdivision shall not apply to those eligible employees who select coverage under the high deductible health plan described in Subdivision 4.

Subd. 3. Individual High Deductible Coverage:

- (a) Eligible employees shall have the option of enrolling in a high deductible coverage option of the school district's health and hospitalization plan. The

high deductible coverage shall be a qualified high deductible health plan within the meaning of Section 223 of the Internal Revenue Code of 1986, as amended from time to time. Each eligible employee enrolled in the high deductible coverage shall be eligible for a contribution to a health savings account (“HSA”) of such employee in accordance with the Intermediate School District No. 917 Flex Choice Plan (the “Flex Choice Plan”). Effective, ~~July~~ **January 1, 2018 2020**, the total monthly contribution by the school district toward the cost of the premium of the high deductible coverage, the HSA contribution, and the HSA administrative fees attributable to such eligible employee shall not exceed ~~\$725~~ **\$750**. Effective, January 1, ~~2019~~ **2021**, the total monthly contribution by the school district toward the cost of the premium of the high deductible coverage, the HSA contribution, and the HSA administrative fees attributable to such eligible employee shall not exceed ~~\$750~~ **\$770**.

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

Subd. 4. Family High Deductible Coverage:

- (a) Eligible employees shall have the option of enrolling in a high deductible coverage option of the school district’s health and hospitalization plan. The high deductible coverage shall be a qualified high deductible health plan within the meaning of Section 223 of the Internal Revenue Code of 1986, as amended from time to time. Each eligible employee enrolled in the high deductible coverage shall be eligible for a contribution to a health savings

account (“HSA”) of such employee in accordance with the Intermediate School District No. 917 Flex Choice Plan (the “Flex Choice Plan”). Effective ~~July January 1, 2018~~ **2020**, the total monthly contribution by the school district toward the cost of the premium of the high deductible coverage, the HSA contribution, and the HSA administrative fees attributable to such eligible employee shall not exceed ~~\$1700~~ **\$1,800**. Effective, January 1, ~~2019~~**2020**, the total monthly contribution by the school district toward the cost of the premium of the high deductible coverage, the HSA contribution, and the HSA administrative fees attributable to such eligible employee shall not exceed ~~\$1800~~ **\$1,900**.

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

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

Section 2. Retirees’ Insurance:

Subd. 1. Employees hired prior to July 1, 2015, who retire who have at least 10 years of continuous full-time service and who are age 55 years or older will continue to receive the same district contribution (single or family) toward medical and dental insurance benefits as stated in the then current agreement, for 10 years from the date of retirement or upon becoming eligible for Medicare, whichever occurs sooner. Employees hired after July 1, 2015, must be 55 or older and have completed at least fifteen (15) years of continuous full-time service with the School District to be eligible for insurance benefits included in this section.

Section 3. Group Income Protection: The School District will pay each month the cost of the premium for income protection insurance for each full-time employee, qualified for and enrolled in such School District plan. The income protection shall include the following:

1. Benefits begin after 90 days of total disability.
2. The monthly income benefit shall be  $66 \frac{2}{3}$  percent of basic monthly earnings (exclusive of any additional compensation from this district or another source).

Section 4. Life Insurance:

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

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

Subd. 3. Upon retirement, employees may continue to participate in the District's policy and may purchase term insurance at their own expense, subject to the terms of the contractual agreement between the District and the insurance carrier.

Subd. 4. Amounts of life insurance as provided in this section shall be progressively reduced in accordance with the following schedule:

- a) 10 years following date of retirement, original amount reduces by 50%.
- b) 11 to 15 years following date of retirement, original amount reduces by 60%.
- c) 16 to 20 years following date of retirement, original amount reduces by 80%.

Section 5. Dental Insurance: Effective ~~July 1, 2017~~, **January 1, 2020** the School District shall contribute a sum not to exceed \$60 per month for single or \$124 per month to cover the cost of family coverage as applicable, for each eligible employee employed by the School District who qualifies for and is enrolled in such School District dental insurance plan. . **Effective January 1, 2021, the School District shall contribute a sum not to exceed \$60 per month for single or \$138 per month for family to cover the cost of the premium for each employee working more than 75% time,**

**employed by the School District who qualifies for and is enrolled in such School District dental insurance plan.**

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

**ARTICLE V. OTHER BENEFITS**

Section 1. Professional Growth: For an Employee hired before July 1, 2015, the Board agrees to reimburse tuition fees for preapproved courses and professional dues. These courses and professional dues are subject to the Superintendent’s approval, whose decision shall be final.

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

If an employee’s resignation effective date from the district is before the two-year anniversary of a tuition/fee reimbursement 50% of the reimbursement must be repaid to the district. If an employee’s effective date is after the third-year anniversary of a tuition/fee reimbursement no repayment is required. This employee repayment requirement will be tracked separately for each tuition/fee reimbursement.

Examples:

Employee 1:	Tuition reimbursement received January 15, 2020	\$4,000
	Employee resigns effective June 30, 2020	
	Employee repays	\$2,000
Employee 2:	Tuition reimbursement received January 15, 2020	\$4,000
	Employee resigns effective June 20, 2021	
	Employee repays	\$2,000
Employee 3:	Tuition reimbursement received January 15, 2020	\$4,000
	Employee resigns effective June 30, 2022	
	Employee repays	\$0
Employee 4:	Tuition reimbursement received January 15, 2020	\$4,000
	Tuition reimbursement received September 15, 2020	\$4,000
	Employee resigns effective June 30, 2022	

Reimbursement on January 15, 2020 repays	\$0
Reimbursement on September 15, 2020 repays	\$2,000

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

Section 3. Defense and Indemnification:

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

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

**VI. ABOLITION OF POSITION**

Section 1. Effect: This Article shall be effective only if this position is eliminated by the School District for its own reason or as a result of modification of state law abolishing the School District or substantially altering its form or funding which dictates the abolishment of this position.

Section 2. Conditions: In the event this position is abolished as provided in Section 1 hereof, the employee shall be eligible for one year of the retiree insurance benefit provided for in Article IV, Section 2, notwithstanding age or years of service requirements, except such benefits shall not be available if the employee has substantially equivalent coverage paid for by another employer. Nothing in this Article, however, shall alter the benefits existing in Article IV, Insurance Benefits, for those employees who otherwise meet the age and service requirements as set forth in said articles. This agreement shall be effective only upon signature by the officers of the School Board after authorization for such signatures has been taken by the School Board in appropriate action, recorded in its minutes.

Date of School Board Action  
authorizing execution

4<sup>th</sup> day of February, 2020

IN WITNESS WHEREOF, I have  
subscribed my signature this

\_\_\_\_\_ day of February, 2020

\_\_\_\_\_  
Secondary Education Principal

IN WITNESS WHEREOF, we have  
subscribed our signatures this

4<sup>th</sup> day of February, 2020

\_\_\_\_\_  
Vice Chair

\_\_\_\_\_  
Clerk

## BUSINESS MANAGER/EXECUTIVE DIRECTOR OF BUSINESS SERVICES AGREEMENT

The School Board of Intermediate School District 917, Rosemount, Minnesota (School District) enters into this agreement, pursuant to Minn. Stat 122A.40, as amended, with Nicolle Roush, a legally qualified administrator who agrees to serve in the public schools of said district in the position of **Business Manager** for the term beginning July 1, ~~2017~~, **2019, until June 30, 2020; and continuing as Executive Director of Business Services from July 1, 2020** until June 30, ~~2019~~ **2021**, or until otherwise amended.

### ARTICLE I. DUTY YEAR AND LEAVES

Section 1: Basic Work Year: The employee's duty year shall be for the entire 12-month contract year, including vacations and holidays, as provided herein.

#### Section 2: Vacations

Subd. 1: The employee shall earn vacation at the rate of twenty-eight (28) days per year.

Subd. 2: Vacation may be used after it is credited. A draw in advance on vacation not yet earned or credited may be granted at the approval of the superintendent. Vacation may be accrued to a maximum of ~~80~~ **70** days. Upon the close of each contract year, the School District shall pay to the **Business Manager/Executive Director of Business Services** the cash value of all vacation days accrued above ~~80~~ **70**. Such payment shall be made on July 15<sup>th</sup> following the close of the contract year. For purposes of converting accumulated vacation into cash in order to make payment to the **Business Manager/Executive Director of Business Services** hereunder, the value of a day of vacation shall be calculated as per Article III, Section 2. Applicable annual base salary shall be the **Business Manager/Executive Director of Business Services'** base salary for the contract year that just closed for purposes of the payments.

Subd. 3. An employee who is terminated or leaves the employment of the School District of his or her own volition will be paid for all accumulated vacation time, provided the employee is severing employment of his or her own volition and has given the employer six (6) weeks written notice. Such payment shall be made as soon as administratively feasible following the employee's severance from employment. For purposes of converting accumulated vacation into cash in order to make payment to the **Business Manager/Executive Director of Business Services** hereunder, the value of a day of vacation shall be calculated as per Article III, Section 2. Applicable annual base salary shall be the **Business Manager/Executive Director of Business Services'** annual base salary for the contract year in which the severance for the contract year in which the severance of employment occurs. The superintendent may waive the six (6) weeks written notice due to special circumstances.

Subd. 4. All requests for vacation must be approved in advance by the superintendent.

#### Section 3. Holidays:

Subd. 1. In 2020 the employee shall be entitled to ten (10), and in 2021 eleven (11) paid holidays each contract year as designated by the annual calendar.

Subd. 2. Employees shall have the following named holidays:

1. July 4
2. First Monday of September
3. Fourth Thursday of November
4. Fourth Friday of November
5. December 24
6. December 25
7. January 1
8. Third Monday of January (effective 2021)
9. Third Monday of February
10. The Friday before the full moon that follows the northern Spring equinox
11. Last Monday of May

Two of the above listed holidays may be taken as floating holidays.

#### Section 4: Sick Leave

Subd. 1: The employee shall earn sick leave at the rate of twelve (12) days for each year of service in the employ of the School District. The employee shall be credited with twelve (12) days at the beginning of each year of employment. In the event that an employee uses credited sick leave prior to completion of the year in which such credit is earned, the employee shall be liable to the School District for any sick leave pay advanced beyond actual accrual in the event the employee leaves the service of the School District.

Subd. 2: Upon the close of any contract year that occurs after which the employee has completed at least fifteen (15) years of continuous employment with the School District, the School District shall pay to the **Business Manager/Executive Director of Business Services** the cash value of ~~five (5)~~ **ten (10)** sick leave days if the sick leave balance has ~~five~~ **70** or more days. Such payment shall be made on July 15<sup>th</sup> following the close of the contract year. Years of employment are defined in Article III, Section 3.

Notwithstanding the foregoing, the total number of accumulated sick leave days cashed out will not exceed 75 days. Upon termination of employment, the **Business Manager/Executive Director of Business Services** shall receive a cash payment for a portion of their accumulated sick leave. The amount of accumulated sick leave days that will be paid to the **Business Manager/Executive Director of Business Services** upon termination of employment will be equal to the lesser of the number of accumulated sick leave days at the time of termination, or the difference between 75 days and the number of days that have been cashed out and paid to the **Business Manager/Executive Director of Business Services** during their employment. For purposes of converting accumulated sick leave into cash in order to make payment to the **Business**

**Manager/Executive Director of Business Services** hereunder, the value of a day of sick leave shall be calculated as per Article III, Section 2. Applicable annual base salary shall be the **Business Manager/Executive Director of Business Services'** annual base salary for the contract year in which the severance of employment occurs.

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

#### Section 5. Parental Leave

~~Subd. 1. An employee shall be afforded a parental leave of absence of no more than twelve (12) months in duration, according to the procedures as outlined in this section, to one parent of a newborn child or an adopted child, provided such parent is caring for the child on a full time basis.~~

~~Subd. 2. The superintendent, after consultation with the employee, shall notify the employee in writing of the effective beginning date of such leave and its duration.~~

~~Subd. 3. The beginning date and duration of such leaves may be adjusted by mutual agreement between the superintendent and the employee.~~

~~Subd. 4. An employee returning from a parental leave shall be reemployed in a position for which the employee is qualified provided that the employee returns on the date as provided in the leave of absence.~~

~~Subd. 5. Failure of the employee to return pursuant to the date determined in this section shall constitute grounds for termination in the School District.~~

~~Subd. 6. The parties agree that periods of time for which the employee is on parental leave shall not be counted in determining the completion of the probationary period.~~

~~Subd. 7. A parental leave of absence granted pursuant to this section shall be a leave without pay.~~

#### Section 6. Maternity/Adoption Leave

~~Subd. 1. The start of a physical disability absence for pregnancy, delivery, and recovery from childbirth shall be determined by the employee's physician. The end of the physical disability absence for childbirth shall be determined by the employee's physician at the time of the child's birth.~~

~~Subd. 2. A pregnant employee shall notify the superintendent in writing, not later than the end of the sixth month of pregnancy, and, also at such time provide a physician's statement indicating the estimated date of delivery of the child. The employee shall submit a written request to the superintendent for the use of accumulated paid sick leave, including commencement date and return date. The time periods provided herein can be modified by the employee's physician.~~

~~Subd. 3. An employee's maternity absence may encompass school holidays and/or school vacations. Holidays and/or vacations that fall during the period of disability do not cause the disability period to be extended. These days would not be deducted from sick leave.~~

~~Subd. 4. Subd. 2 and 3 of this section (Section 3) shall also apply to one parent for the adoption of a child in compliance with the Family Medical Leave Act.~~

## **Section 5. Medical Leave:**

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

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

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

- a) **FMLA Eligibility:** Over the twelve (12) months prior to leave, employees must have been employed with the School District for at least twelve (12) months and worked 1,250 hours within the twelve (12)-month period preceding the leave. Any use of vacation, personal leave, sick leave, or unpaid time off are not be counted toward the 1,250-hour benchmark.
- b) **Pursuant to law, FMLA Leave shall be granted for any of the following reasons:**
  1. **The employee's own serious health condition, as defined by the FMLA;**

2. The employee's need to care for an immediate family member (spouse, child, parent) with a serious health condition, as defined by the FMLA;
  3. The placement (adoption or foster care) or birth of a child up to one year after the child's birth or placement.
- c) FMLA Leave will run concurrently, that is at the same time, with any paid leave and any and all of the employee's accrued paid leave must be exhausted before the employee transitions to an unpaid leave of absence.
  - d) Spouses who work for the School District shall be allowed a combined total of twelve (12) weeks unpaid FMLA leave during any twelve (12)-month period for the birth or adoption of a child, or to care for a parent's serious health condition. However, the combined limitation does not apply to FMLA leave taken by one spouse in the School District to care for the other spouse in the School District.

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

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

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

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

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

restrictions, if possible.

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

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

### **Section 6. Parental Leave:**

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

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

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

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

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

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

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

~~Section 7: Bereavement and Family Illness Leaves: Employee is allowed to use all accrued sick leave for an absence due to illness of or injury to the employee's child who is under 18 years of age or under age 20 for a child attending secondary school. Employee is able to use accrued sick leave for an absence due to an illness or, or injury to a spouse, adult child, brother, sister, parent, grandparent, grandchild, spouse's parent or significant person, or for "safety leave" (as that term is defined in Section 181.9413 of the Minnesota statutes) up to 160 hours (i.e. twenty (20) days per 12 month period) in accordance with Section 181.9413 of the Minnesota Statutes. An absence due to death of a spouse, child, adult child, brother, sister, parent, grandparent, grandchild, significant person, or spouse's parent will be granted up to five (5) days per incident with the approval of the immediate supervisor with no salary deduction.~~

~~Additional absence for illness or death may be granted at the sole discretion of the superintendent, or his/her designee. Absence due to illness or injury of a family member or for safety leave shall be deducted from sick leave. Absence due to the death of a family member shall be not deducted from sick leave. Provisions under this section are not intended to limit any rights the employee may have under the family medical leave act. For purposes of this provision, "child" includes a stepchild and a biological, adopted and foster child and "grandchild" includes a step-grandchild and a biological, adopted and foster grandchild.~~

**Section 7: Bereavement and Family Illness Leaves:**

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

**Absence due to illness or injury of a family member or for safety leave shall be deducted from sick leave. Provisions under this section are not intended to limit any rights the employee may have under the family medical leave act. For purposes of this provision, "child," includes stepchild and a biological, adopted and foster child and "grandchild" includes a step-grandchild and a biological adopted and foster grandchild. Absence due to the death of a family member shall not be deducted from sick leave.**

**Employee is allowed to use all accrued sick leave for an absence due to illness of or injury to the employee's child who is under 18 years of age or under age 20 for a child attending secondary school. Employee is able to use accrued sick leave for an absence due to an illness of or injury to a spouse, adult child, brother, sister, parent, grandparent, grandchild, spouse's parent, significant person or for "safety leave" (as that term is defined**

in Section 181.9413 of the Minnesota Statutes) up to 160 hours (twenty (20) days) per 12 month period in accordance with Section 181.9413 of the Minnesota statutes.

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

~~Section 8: Jury Duty—An employee summoned for jury duty shall receive regular salary but shall remit to the School District any jury duty fees received. The employee shall retain any expenses or mileage allowances paid by the court. Employees will be expected to report for their regular duties when temporarily excused from attendance at court for all or any portion of the workday.~~

### **Section 8. Civic Duty/Military Leave:**

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

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

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

### **Section 9. General Unpaid Personal Leave:**

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

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

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

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

#### **Section 10. Insurance Implications:**

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

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

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

#### **Section 11. Accrued Benefits:**

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

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

**credit for pay purposes, or other benefits shall accrue for the period that the employee is on unpaid leave.**

Section 912. Professional Improvement Leaves: Professional improvement leave is designed for the purpose of job-related work, study, travel or research. This leave is specifically designed for the purpose of upgrading skills or expertise of value to the District. The District may contract with the employee to pay all or part of the employee's salary during this leave depending on the perceived value to the District of the experience. This contract may make provision for payment at District expense or employee expense for fringe benefits and retirement plan. Such a contract may require a refund of any such salary and/or fringe benefit cost contributed by the School District if the employee does not return to the District and work for a period of at least two contract years. A refund will not be required if the employee is placed on unrequested leave of absence or otherwise terminated as a result of staff reduction. The granting of professional improvement leaves is at the sole discretion of the School District.

Section 4013. Personal Leave: A full-time employee may elect to take a maximum of two (2) prearranged, non-accumulative, days each year for personal leave for any reason. Personal days will not be charged against sick leave. The days must be submitted in writing and pre-approved by the Superintendent.

Section 414. Probationary Period: Any period of time for which an employee is on unpaid leave of absence shall not be counted in determining the completion of any probationary period.

## **ARTICLE II. 403B/457 MATCHING CONTRIBUTION**

Section 1. Eligibility: To be eligible for contribution under this Article, an employee must be full-time.

Section 2. Contribution: The School District will match eligible employee contributions to a maximum ~~\$6000 in 2017/2018 and~~ **\$7500 per year in 2018/2019.**

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

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

## **ARTICLE III. SALARY**

Section 1. Basic Salary: The administrator shall faithfully perform the services of **Business Manager/Executive Director of Business Services** as prescribed by the School Board or its designated representative, abide by the rules and regulations as established by the School Board, and agrees to serve in the schools of said District as assigned by the School District. In consideration thereof, the School Board agrees to pay said administrator the following annual salary in such installments as may be determined by appropriate School District regulations:

~~2017-2018 — \$143,008 (\$140,008 + \$3000 longevity)~~

~~2018-2019~~ — ~~\$147,208~~ (~~\$144,208~~ + ~~\$3000~~ longevity)

**2019-2020**     **\$150,231.63** (**\$146,731.63** + **\$3,500** longevity)

**2020-2021**     **\$160,049.43** (**\$149,299.43** + **\$3,500** longevity + **\$7,250** Executive Director)

Section 2. Daily Rate of Pay. Base Work Year: When it is necessary to compute a per day salary, the employee's base salary will be divided by 222 **for the FY20 school year and 221 for FY21 and subsequent years.**

**Section 3. Stipend for Executive Directorship:**

**Beginning in the 2020-2021 school year the Executive Director of Business Services will receive an additional stipend of \$7,250 (included as part of their regular salary) for the duties of executive directorship. The expanded role includes additional supervision, leadership, and management responsibilities.**

Section 4. Longevity:

The employee shall receive a longevity stipend ~~beyond the~~ **as part of their** salary as follows:

Beginning in the 5<sup>th</sup> year of employment through year 7 (5, 6, 7) = ~~\$1,000~~ **\$1,500**

Beginning in the 8<sup>th</sup> year of employment through year 10 (8, 9, 10) = ~~\$1500~~ **\$2,000**

Beginning in the 11<sup>th</sup> year of employment through year 13 (11, 12, 13) = ~~\$2000~~ **\$2,500**

Beginning in the 14<sup>th</sup> year of employment through year 16 (14, 15, 16) = ~~\$2500~~ **\$3,000**

After 16 years (17 and beyond) ~~\$3000~~ **\$3,500**

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

Section 5. The employee will receive an annual stipend of \$2,500 for a PhD, EdD, or JD degree. The stipend will be prorated from the date awarded if earned during the contract year. An official transcript must be received for the personnel file before the pay will be adjusted.

**ARTICLE IV. INSURANCE BENEFITS**

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

Section 2. Health and Hospitalization Insurance:

Subd. 1. Individual Coverage: The school district, effective ~~July~~ **January 1, 2018**, ~~2020~~ shall contribute a sum not to exceed ~~\$725~~ **\$750** per month toward the cost of the premium for individual coverage for each eligible employee employed by the school district who qualifies for and is enrolled in the school district's health and hospitalization plan. Any additional cost of the premium shall be borne by the

employee and paid by payroll deduction. This subdivision shall not apply to those eligible employees who select coverage under the high deductible health plan described in Subdivision 3. Effective January 1, ~~2019~~ **2021**, the school district shall contribute a sum not to exceed ~~\$750~~ **\$770** per month toward the cost of the premium for individual coverage for each eligible employee employed by the school district who qualifies for and is enrolled in the school district's health and hospitalization plan. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction. This subdivision shall not apply to those eligible employees who select coverage under the high deductible health plan described in Subdivision 3.

Subd. 2. Family Coverage: The school district, effective ~~July~~ **January 1, 2018 2020**, shall contribute a sum not to exceed ~~\$1700~~ **\$1,800** per month toward the cost of the premium for family coverage for each eligible employee employed by the school district who qualifies for and is enrolled in the school district's health and hospitalization plan and who qualifies for family coverage. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction. This subdivision shall not apply to those eligible employees who select coverage under the high deductible health plan described in Subdivision 4. Effective January 1, ~~2019~~ **2021**, the school district shall contribute a sum not to exceed ~~\$1800~~ **\$1,900** per month toward the cost of the premium for family coverage for each eligible employee employed by the school district who qualifies for and is enrolled in the school district's health and hospitalization plan and who qualifies for family coverage. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction. This subdivision shall not apply to those eligible employees who select coverage under the high deductible health plan described in Subdivision 4.

Subd. 3. Individual High Deductible Coverage:

- (a) Eligible employees shall have the option of enrolling in a high deductible coverage option of the school district's health and hospitalization plan. The high deductible coverage shall be a qualified high deductible health plan within the meaning of Section 223 of the Internal Revenue Code of 1986, as amended from time to time. Each eligible employee enrolled in the high deductible coverage shall be eligible for a contribution to a health savings account ("HSA") of such employee in accordance with the Intermediate School District No. 917 Flex Choice Plan (the "Flex Choice Plan"). Effective, ~~July~~ **January 1, 2018 2020**, the total monthly contribution by the school district toward the cost of the premium of the high deductible coverage, the HSA contribution, and the HSA administrative fees attributable to such eligible employee shall not exceed ~~\$725~~ **\$750**. Effective, January 1, ~~2019~~ **2021**, the total monthly contribution by the school district toward the cost of the premium of the high deductible coverage, the HSA contribution, and the HSA administrative fees attributable to such eligible employee shall not exceed ~~\$750~~ **\$770**.
- (b) The school district shall contribute toward the cost of the premium for each eligible employee employed by the school district who qualifies for and is enrolled in individual coverage under the high deductible

coverage option of the school district's health and hospitalization plan a monthly amount equal to the total monthly contribution identified in subsection (a) minus the monthly HSA contribution identified in subsection (c) and the monthly HSA administrative fees.

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

Subd. 4. Family High Deductible Coverage:

- (a) Eligible employees shall have the option of enrolling in a high deductible coverage option of the school district's health and hospitalization plan. The high deductible coverage shall be a qualified high deductible health plan within the meaning of Section 223 of the Internal Revenue Code of 1986, as amended from time to time. Each eligible employee enrolled in the high deductible coverage shall be eligible for a contribution to a health savings account ("HSA") of such employee in accordance with the Intermediate School District No. 917 Flex Choice Plan (the "Flex Choice Plan"). Effective ~~July~~ **January 1, 2018 2020**, the total monthly contribution by the school district toward the cost of the premium of the high deductible coverage, the HSA contribution, and the HSA administrative fees attributable to such eligible employee shall not exceed ~~\$1700~~ **\$1,800**. Effective, January 1, ~~2019~~**2020**, the total monthly contribution by the school district toward the cost of the premium of the high deductible coverage, the HSA contribution, and the HSA administrative fees attributable to such eligible employee shall not exceed ~~\$1800~~ **\$1,900**.
- (b) The school district shall contribute toward the cost of the premium for each eligible employee employed by the school district who qualifies for and is enrolled in family coverage under the high deductible coverage option of the school district's health and hospitalization plan amount equal to the total contribution identified in subsection (a)

minus the HSA contribution identified in subsection (c) and the HSA administrative fees.

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

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

## Section 2. Retirees' Insurance:

Subd. 1. Employees hired prior to July 1, 2015, who retire who have at least 10 years of continuous full-time service and who are age 55 years or older will continue to receive the same district contribution (single or family) toward medical and dental insurance benefits as stated in the then current agreement, for 10 years from the date of retirement or upon becoming eligible for Medicare, whichever occurs sooner. Employees hired after July 1, 2015, must be 55 or older and have completed at least fifteen (15) years of continuous full-time service with the School District to be eligible for insurance benefits included in this section.

Section 3. Group Income Protection: The School District will pay each month the cost of the premium for income protection insurance for each full-time employee, qualified for and enrolled in such School District plan. The income protection shall include the following:

1. Benefits begin after 90 days of total disability.

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

Section 4. Life Insurance:

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

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

Subd. 3: Upon retirement, employees may continue to participate in the District's policy and may purchase term insurance at their own expense, subject to the terms of the contractual agreement between the District and the insurance carrier.

Subd. 4: Amounts of life insurance as provided in this section shall be progressively reduced in accordance with the following schedule:

- a) 10 years following date of retirement, original amount reduces by 50%.
- b) 11 to 15 years following date of retirement, original amount reduces by 60%.
- c) 16 to 20 years following date of retirement, original amount reduces by 80%.

Section 5. Dental Insurance: Effective ~~July 1, 2017~~, **January 1, 2020** the School District shall contribute a sum not to exceed \$60 per month for single or \$124 per month to cover the cost of family coverage as applicable, for each eligible employee employed by the School District who qualifies for and is enrolled in such School District dental insurance plan. . **Effective January 1, 2021, the School District shall contribute a sum not to exceed \$60 per month for single or \$138 per month for family to cover the cost of the premium for each employee working more than 75% time, employed by the School District who qualifies for and is enrolled in such School District dental insurance plan.**

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

## ARTICLE V. OTHER BENEFITS

Section 1: Professional Growth. For an Employee hired before July 1, 2015, the Board agrees to reimburse tuition fees for preapproved courses and professional dues. These courses and professional dues are subject to the Superintendent's approval, whose decision shall be final.

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

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

Examples:

Employee 1:	Tuition reimbursement received January 15, 2020	\$4,000
	Employee resigns effective June 30,-2020	
	Employee repays	\$2,000
Employee 2:	Tuition reimbursement received January 15, 2020	\$4,000
	Employee resigns effective June 20, 2021	
	Employee repays	\$2,000
Employee 3:	Tuition reimbursement received January 15, 2020	\$4,000
	Employee resigns effective June 30, 2022	
	Employee repays	\$0
Employee 4:	Tuition reimbursement received January 15, 2020	\$4,000
	Tuition reimbursement received September 15, 2020	\$4,000
	Employee resigns effective June 30, 2022	
	Reimbursement on January 15, 2020 repays	\$0
	Reimbursement on September 15, 2020 repays	\$2,000

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

Section 3. Defense and Indemnification:

Subd. 1. The School District agrees, subject to the provisions of this section, as a condition of this employment contract, that it shall defend, hold harmless, and indemnify the **Business Manager/Executive Director of Business Services** from any and all

demands, claims, suits, actions, and legal proceedings brought against the **Business Manager/Executive Director of Business Services** in his/her individual capacity, or in his/her official capacity as agent and employee of the School District, provided the incident arose while the **Business Manager/Executive Director of Business Services** was acting within the scope of his/her employment and acting in good faith.

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

#### ARTICLE VI. ABOLITION OF POSITION

Section 1. Effect: This Article shall be effective only if this position is eliminated by the School District for its own reason or as a result of modification of state law abolishing the School District or substantially altering its form or funding which dictates the abolishment of this position.

Section 2. Conditions: In the event this position is abolished as provided in Section 1 hereof, the employee shall be eligible for one year of the retiree insurance benefit provided for in Article IV, Section 2, notwithstanding age or years of service requirements, except such benefits shall not be available if the employee has substantially equivalent coverage paid for by another employer. Nothing in this Article, however, shall alter the benefits existing in Article IV, Insurance Benefits, for those employees who otherwise meet the age and service requirements as set forth in said articles.

This agreement shall be effective only upon signature by the officers of the School Board after authorization for such signatures has been taken by the School Board in appropriate action, recorded in its minutes.

Date of School Board Action  
authorizing execution  
**4<sup>th</sup> day of February, 2020**

IN WITNESS WHEREOF, I have  
subscribed my signature this  
**\_\_\_ day of February, 2020**

IN WITNESS WHEREOF, we have  
subscribed our signatures this  
**4<sup>th</sup> day of February, 2020**

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**Business Manager/  
Executive Director of Business Services**

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Chair

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Clerk

**INTERMEDIATE SCHOOL DISTRICT NO. 917**

**TERMS AND CONDITIONS OF EMPLOYMENT**

**FOR**

**ASSISTANT DIRECTOR/PRINCIPAL**

**~~Effective July 1, 2017 to June 30, 2019~~**

**Effective July 1, 2019 to June 30, 2021**

**Board Approved: ~~March 6, 2018~~ February 4, 2020**

## Table of Contents

ARTICLE I .....	3
DEFINITION OF ELIGIBLE EMPLOYEES .....	3
ARTICLE II .....	3
LEAVES .....	3
ARTICLE III.....	11
CONTRACT YEAR, VACATIONS AND HOLIDAYS .....	11
ARTICLE IV.....	13
403B OR 457 MATCHING CONTRIBUTION .....	13
ARTICLE V .....	13
INSURANCE BENEFITS .....	13
ARTICLE VI.....	18
OTHER BENEFITS.....	18
ARTICLE VII .....	19
SALARIES.....	19
ARTICLE VIII.....	20
ABOLITION OF POSITION.....	20
<b>APPENDIX A – BASE SALARY RANGE.....</b>	<b>21</b>

ARTICLE I  
DEFINITION OF ELIGIBLE EMPLOYEES

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

Special Education Assistant Director/Principal

**The District intends to employ the most qualified candidates for this position who possesses both Director of Special Education and the Principal licensure. In the event an employee is hired to this position after June 30, 2017, and does not have one of these two licenses, the employee will be required to secure both Director of Special Education and the Principal licensure within three (3) years of their hiring date. Exceptions to this expectation may be approved by both the Director of Special Education and the Superintendent.**

ARTICLE II  
LEAVES

Section I: Sick Leave

~~Subd. 1: All eligible employees shall earn sick leave at the rate of twelve (12) days for each year of service in the employ of the School District. Each employee shall be credited with twelve (12) days at the beginning of each year of employment. In the event that an employee uses credited sick leave prior to completion of the year in which such credit is earned, the employee shall be liable to the School District for any sick leave pay advanced beyond actual accrual in the event the employee leaves the service of the School District.~~

**The employee shall earn sick leave at the rate of twelve (12) days during each year of service in the employ of the School District, or a maximum of one (1) day per month of employment. The employee shall be credited with twelve (12) days at the beginning of each year of employment, but not more than one (1) per month for time worked, but no credit shall be given which would cause the accumulated sick leave to exceed the maximum provided for herein. In the event that the employee uses credited sick leave prior to completion of the year in which such credit is earned, the employee shall be liable to the School District for any sick leave pay advanced beyond actual accrual in the event the employee leaves the service of the School District.**

Subd. 2: Unused sick leave days may accumulate without limit. Upon the close of any contract year that occurs after which the employee has completed at least ten (10) years of continuous employment with the school district the school district shall pay to the Assistant Director/Principal the cash value of ten (10) sick leave days if the sick leave balance has ten or more days. Such payment shall be made on July 15<sup>th</sup> following the close of the contract year. Years of employment are defined in Article III, Section 1, of these terms and conditions. Notwithstanding the foregoing, the total number of accumulated sick leave days cashed out will not exceed 70 days. Upon termination of employment, the Assistant

Director/Principal shall receive a cash payment for a portion of his/her accumulated sick leave. The amount of accumulated sick leave days that will be paid to the Assistant Director/Principal upon termination of employment will be equal to the lesser of the number of accumulated sick leave days at the time of termination or the difference between 70 days and the number of days that have been cashed out and paid to the Assistant Director/Principal during his/her employment. For purposes of converting accumulated sick leave into cash in order to make payment to the Assistant Director/Principal hereunder, the value of a day of sick leave shall be determined as per Article III, Section 1 of these terms and conditions. The base salary is identified in the Administrative Agreement document in item #5 for the contract year in which the severance of employment occurs.

Subd. 3: Part-time employees shall earn sick leave on a prorata basis.

~~Section 4: Bereavement and Family Illness Leaves:~~

~~Employee is allowed to use all accrued sick leave for an absence due to illness of or injury to the employee's child who is under 18 years of age or under age 20 for a child attending secondary school. Employee is able to use accrued sick leave for an absence due to an illness of or injury to a spouse, adult child, brother, sister, parent, grandparent, grandchild, spouse's parent, significant person or for "safety leave" (as that term is defined in Section 181.9413 of the Minnesota Statutes) up to 160 hours (twenty (20) days) per 12 month period in accordance with Section 181.9413 of the Minnesota statutes. An absence due to death of a spouse, child, adult child, brother, sister, parent, grandparent, grandchild, spouse's parent, or significant person will be granted up to five (5) days per incident with the approval of the immediate supervisor with no salary deduction. Additional absence for illness or death may be granted at the sole discretion of the superintendent, or her/his designee. Absence due to illness or injury of a family member or for safety leave shall be deducted from sick leave. Absence due to death of a family member shall not be deducted from sick leave. Provisions under this section are not intended to limit any rights the employee may have under the family medical leave act. For purposes of this provision, "child," includes stepchild and a biological, adopted and foster child and "grandchild" includes a step-grandchild and a biological adopted and foster grandchild.~~

Section 4 2: Bereavement and Family Illness Leaves:

An absence due to death of a spouse, child, adult child, brother, sister, parent, grandparent, grandchild, spouse's parent, **son-in-law, daughter-in-law, brother-in-law, sister-in-law, or a regular member of the immediate household**, or significant person will be granted up to five (5) days per incident with the approval of the immediate supervisor with no salary deduction. ~~Additional absence for illness or death may be granted at the sole discretion of the superintendent, or her/his designee.~~

Absence due to illness or injury of a family member or for safety leave shall be deducted from sick leave. Provisions under this section are not intended to limit any rights the employee may have under the family medical leave act. For purposes of this provision, "child," includes stepchild and a biological, adopted and foster child and "grandchild" includes a step-grandchild and a biological

adopted and foster grandchild. ~~Absence due to the death of a family member shall not be deducted from sick leave.~~

~~Employee is allowed to use all accrued sick leave for an absence due to illness of or injury to the employee's child who is under 18 years of age or under age 20 for a child attending secondary school.~~ Employee is able to use accrued sick leave for an absence due to an illness of or injury to a spouse, adult child, brother, sister, parent, grandparent, grandchild, spouse's parent, significant person or for "safety leave" (as that term is defined in Section 181.9413 of the Minnesota Statutes) up to 160 hours (twenty (20) days) per 12 month period in accordance with Section 181.9413 of the Minnesota statutes.

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

~~Section 2. Parental Leave~~

~~Subd. 1. An employee shall be afforded a parental leave of absence of no more than twelve (12) months in duration, according to the procedures as outlined in this section, to one parent of a newborn child or an adopted child, provided such parent is caring for the child on a full-time basis.~~

~~Subd. 2. The superintendent, after consultation with the employee, shall notify the employee in writing of the effective beginning date of such leave and its duration.~~

~~Subd. 3. The beginning date and duration of such leaves may be adjusted by mutual agreement between the superintendent and the employee.~~

~~Subd. 4. An employee returning from a parental leave shall be reemployed in a position for which the employee is qualified provided that the employee returns on the date as provided in the leave of absence.~~

~~Subd. 5. Failure of the employee to return pursuant to the date determined in this section shall constitute grounds for termination in the school district.~~

~~Subd. 6. The parties agree that periods of time for which the employee is on parental leave shall not be counted in determining the completion of the probationary period.~~

~~Subd. 7. A parental leave of absence granted pursuant to this section shall be a leave without pay.~~

~~Section 3. Maternity/Adoption Leave~~

~~Subd. 1. The start of a physical disability absence for pregnancy, delivery, and recovery from childbirth shall be determined by the employee's physician. The end of the physical disability absence for childbirth shall be determined by the employee's physician at the time of the child's birth.~~

~~Subd. 2. A pregnant employee shall notify the superintendent in writing, not later than the end of the sixth month of pregnancy, and, also at such time provide a physician's statement indicating the estimated date of delivery of the child. The employee shall submit a written request to the superintendent for the use of accumulated paid sick leave, including commencement date and return date. The time periods provided herein can be modified by the employee's physician.~~

~~Subd. 3. An employee's maternity absence may encompass school holidays and/or school vacations. Holidays and/or vacations that fall during the period of disability do not cause the disability period to be extended. These days would not be deducted from sick leave.~~

~~Subd. 4. Subd. 2 and 3 of this section (Section 3) shall also apply to one parent for the adoption of a child in compliance with the Family Medical Leave Act.~~

### **Section 3. Medical Leave**

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

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

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

- a) **FMLA Eligibility:** Over the twelve (12) months prior to leave, employees must have been employed with the School District for at least twelve (12) months and worked 1,250 hours within the twelve (12)-month period preceding the leave. Any use of vacation, personal leave, sick leave, or unpaid time off are not be counted toward the 1,250-hour benchmark.
- b) Pursuant to law, FMLA Leave shall be granted for any of the following reasons:

1. The employee's own serious health condition, as defined by the FMLA;
  2. The employee's need to care for an immediate family member (spouse, child, parent) with a serious health condition, as defined by the FMLA;
  3. The placement (adoption or foster care) or birth of a child up to one year after the child's birth or placement.
- c) FMLA Leave will run concurrently, that is at the same time, with any paid leave and any and all of the employee's accrued paid leave must be exhausted before the employee transitions to an unpaid leave of absence.
- d) Spouses who work for the School District shall be allowed a combined total of twelve (12) weeks unpaid FMLA leave during any twelve (12)-month period for the birth or adoption of a child, or to care for a parent's serious health condition. However, the combined limitation does not apply to FMLA leave taken by one spouse in the School District to care for the other spouse in the School District.

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

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

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

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

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

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

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

#### **Section 4. Parental Leave**

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

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

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

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

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

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

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

~~Section 5: Jury Duty: An employee summoned for jury duty shall receive regular salary but shall remit to the school district any jury duty fees received. The employee shall retain any expenses or mileage allowances paid by the court. Employees will be expected to report for their regular duties when temporarily excused from attendance at court for all or any portion of the workday.~~

### **Section 5. Civic Duty/Military Leave**

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

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

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

### **Section 6. General Unpaid Personal Leave**

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

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

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

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

### **Section 7. Insurance Implications**

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

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

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

### **Section 8. Accrued Benefits:**

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

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

**for pay purposes, or other benefits shall accrue for the period that the employee is on unpaid leave.**

Section 6 9: Professional Improvement Leaves: Professional improvement leave is designed for the purpose of job-related work, study, travel or research. This leave is specifically designed for the purpose of upgrading skills or expertise of value to the District. The District may contract with the employee to pay all or part of the employee's salary during this leave depending on the perceived value to the District of the experience. This contract may make provision for payment at District expense or employee expense for fringe benefits and retirement plan. Such a contract may require a refund of any such salary and/or fringe benefit cost contributed by the School District if the employee does not return to the District and work for a period of at least two contract years. A refund will not be required if the employee is placed on unrequested leave of absence or otherwise terminated as a result of staff reduction. The granting of professional improvement leaves is at the sole discretion of the school district.

Section 7 10: Personal Leave: The employee elect to take a maximum of two (2) prearranged, non-accumulative, days each year for personal leave for any reason. Personal days will not be charged against sick leave. The days must be submitted in writing and pre-approved by the Superintendent or his/her designee.

Section 8 11: Probationary Period

Subd. 1: Licensed employees shall serve a probationary period as per state statute.

Subd. 2: Any period of time for which an employee is on unpaid leave of absence shall not be counted in determining the completion of any probationary period.

ARTICLE III  
CONTRACT YEAR, VACATIONS AND HOLIDAYS

Section 1. Base Work Year:

The employee's duty year shall be for the entire 12-month contract year, including paid vacations and holidays, as provided herein. When it is necessary to compute a per day salary, the employee's base salary will be divided by 222 **for the FY20 school year and 221 for FY21 and subsequent years.**

Section 2: Vacations

Subd. 1. Eligible employees shall earn vacation at the rate of twenty-eight (28) days per year. Ten (10) days vacation may be taken after the first six (6) months of employment. Employees working less than a full year shall accrue vacation on a prorata basis.

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

**Subd. 3.** For employees hired prior to July 1, 2020, vacation may be accrued to a maximum of 80 70 days. Upon the close of each contract year, the school district shall pay to the Assistant Director/Principal the cash value of all vacation days accrued above 80 70. Such payment shall be made on July 15 following the close of the contract year. For purposes of converting accumulated vacation into cash in order to make payment to the Assistant Director/Principal hereunder, the value of a day of vacation shall be determined as per Article III, Section 1, of these terms and conditions. The base salary is identified in the Administrator Agreement document in item #5.

**Subd. 4.** For employees hired after June 30, 2020, vacation may be accrued to a maximum of 80 70 days. Upon the close of each contract year, the school district shall pay to the Assistant Director/Principal the cash value of all vacation days accrued above 80 70. Such payment shall be made on July 15 following the close of the contract year. For purposes of converting accumulated vacation into cash in order to make payment to the Assistant Director/Principal hereunder, the value of a day of vacation shall be determined as per Article III, Section 1, of these terms and conditions. The base salary is identified in the Administrator Agreement document in item #5. **Upon the close of any contract year that occurs after which the employee has accrued a minimum of 70 vacation days the school district shall pay to the Assistant Director/Principal the cash value a number of vacation days selected by the employee. Such payment shall be made on July 15<sup>th</sup> following the close of the contract year. Notwithstanding the foregoing, the total number of accumulated vacation leave days cashed out will not exceed 70 days. Upon termination of employment, the Assistant Director/Principal shall receive a cash payment for a portion of his/her accumulated vacation leave. The amount of accumulated vacation leave days that will be paid to the Assistant Director/Principal upon termination of employment will be equal to the lesser of the number of accumulated vacation leave days at the time of termination or the difference between 70 days and the number of days that have been cashed out and paid to the Assistant Director/Principal during his/her employment. For purposes of converting accumulated vacation leave into cash in order to make payment to the Assistant Director/Principal hereunder, the value of a day of vacation leave shall be determined as per Article III, Section 1 of these terms and conditions. The base salary is identified in the Administrative Agreement document in item #5 for the contract year in which the severance of employment occurs.**

**Subd. 3-5.** An employee who is terminated or leaves the employment of the school district of his or her own volition will be paid for all accumulated vacation time accrued, provided the employee is severing employment of his or her own volition and has given the employer six (6) weeks written notice. Such payment shall be made as soon as administratively feasible following the employee's severance from employment. For purposes of converting accumulated vacation into cash in order to make payment to the Assistant Director/Principal hereunder, the value of a day of vacation shall be determined as per Article III, Section 1, of these terms and conditions. The base salary is identified in the Administrator Agreement document in item #5 for the contract year in which severance of employment occurs. In the event of the employee's death, the unused vacation payout will be made to the employee's primary beneficiary.

Subd. 4-6. All requests for vacation must be approved in advance by the appropriate director. Vacation requests in excess of a continuous three (3) weeks shall require the approval of the superintendent.

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

1. July 4
2. First Monday of September
3. Fourth Thursday of November
4. Fourth Friday of November
5. December 24
6. December 25
7. January 1
8. **Third Monday of January**
8. 9. Third Monday of February
9. 10. The Friday before the full moon that follows the northern Spring equinox
- ~~10.~~ 11. Last Monday of May

~~One~~ **Two** of the above listed holidays may be taken as a floating holiday.

#### ARTICLE IV 403B OR 457 MATCHING CONTRIBUTION

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

Section 2. Contribution. The School District will match eligible employee contributions to a maximum of ~~\$6,000 in 2017-2018 and \$7500 per year 2018-2019.~~

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

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

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

#### ARTICLE V INSURANCE BENEFITS

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

Section 2. Health and Hospitalization Insurance:

Subd. 1. Individual Coverage: The school district, effective ~~July~~ **January 1, 2018 2020**, shall contribute a sum not to exceed ~~\$725~~ **\$750** per month toward the cost of the premium for individual coverage for each eligible employee employed by the school district who qualifies for and is enrolled in the school district's health and hospitalization plan. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction. This subdivision shall not apply to those eligible employees who select coverage under the high deductible health plan described in Subdivision 3. Effective January 1, ~~2019~~ **2021**, the school district shall contribute a sum not to exceed ~~\$750~~ **\$770** per month toward the cost of the premium for individual coverage for each eligible employee employed by the school district who qualifies for and is enrolled in the school district's health and hospitalization plan. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction. This subdivision shall not apply to those eligible employees who select coverage under the high deductible health plan described in Subdivision 3.

Subd. 2. Family Coverage: The school district, effective ~~July~~ **January 1, 2018 2020**, shall contribute a sum not to exceed ~~\$1700~~ **\$1,800** per month toward the cost of the premium for family coverage for each eligible employee employed by the school district who qualifies for and is enrolled in the school district's health and hospitalization plan and who qualifies for family coverage. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction. This subdivision shall not apply to those eligible employees who select coverage under the high deductible health plan described in Subdivision 4. Effective January 1, ~~2019~~ **2021**, the school district shall contribute a sum not to exceed ~~\$1800~~ **\$1,900** per month toward the cost of the premium for family coverage for each eligible employee employed by the school district who qualifies for and is enrolled in the school district's health and hospitalization plan and who qualifies for family coverage. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction. This subdivision shall not apply to those eligible employees who select coverage under the high deductible health plan described in Subdivision 4.

Subd. 3 Individual High Deductible Coverage:

(a) Eligible employees shall have the option of enrolling in a high deductible coverage option of the school district's health and hospitalization plan. The high deductible coverage shall be a qualified high deductible health plan within the meaning of Section 223 of the Internal Revenue Code of 1986, as amended from time to time. Each eligible employee enrolled in the high deductible coverage shall be eligible for a contribution to a health savings account ("HSA") of such employee in accordance with the Intermediate School District No. 917 Flex Choice Plan (the "Flex Choice Plan"). Effective, ~~July 1, 2018~~, **January 1, 2020** the total monthly contribution by the school district toward the cost of the premium of the high deductible coverage, the HSA contribution, and the HSA

administrative fees attributable to such eligible employee shall not exceed ~~\$725~~ **\$750**. Effective, January 1, ~~2019~~ **2021**, the total monthly contribution by the school district toward the cost of the premium of the high deductible coverage, the HSA contribution, and the HSA administrative fees attributable to such eligible employee shall not exceed ~~\$750~~ **\$770**.

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

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

Subd. 4 Family High Deductible Coverage:

(a) Eligible employees shall have the option of enrolling in a high deductible coverage option of the school district's health and hospitalization plan. The high deductible coverage shall be a qualified high deductible health plan within the meaning of Section 223 of the Internal Revenue Code of 1986, as amended from time to time. Each eligible employee enrolled in the high deductible coverage shall be eligible for a contribution to a health savings account ("HSA") of such employee in accordance with the Intermediate School District No. 917 Flex Choice Plan (the "Flex Choice Plan"). Effective ~~July 1~~ **January 1, 2018 2020** the total monthly contribution by the school district toward the cost of the premium of the high deductible coverage, the HSA contribution, and the HSA administrative fees attributable to such eligible employee shall not exceed ~~\$1700~~ **\$1,800**. Effective, January 1, ~~2019~~ **2021**, the total monthly contribution by the school district toward the cost of the premium of the high deductible coverage,

the HSA contribution, and the HSA administrative fees attributable to such eligible employee shall not exceed ~~\$1800~~ **\$1,900**.

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

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

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

Section 2: Early Retirees. Employees hired by the District prior to July 1, 2004, who choose early retirement and are age 55 or older and who have completed at least ten (10) years of continuous full-time service with the School District shall be eligible for insurance benefits as provided in this section. Such employees will receive full single medical/health insurance benefits with the cost of the premium paid by the District for ten (10) years following date of retirement, or upon becoming eligible for Medicare, whichever occurs sooner. Such benefits shall not be available if the employee has substantially equivalent coverage paid for by another employer. An eligible employee, under this subdivision, may elect to continue to carry dependent coverage for the same time period as herein, at the employee's own expense, by making arrangements with the School

District to pay on a monthly basis any costs as accrued by the School District. Administrators hired on or after July 1, 2004, shall have the same retiree insurance benefit as those administrators hired prior to July 1, 2004, except that the amount contributed by the district shall remain at the same level as it was at the time of retirement. Administrators hired after July 1, 2015, must be 55 or older and have completed at least fifteen (15) years of continuous full time service with the school district to be eligible for insurance benefits included in this section.

Section 3: Group Income Protection: The School District will pay each month the cost of the premium for income protection insurance for each employee qualified for and enrolled in such School District plan. The income protection shall include the following:

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

Section 4: Life Insurance

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

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

Section 5: Dental Insurance. Effective ~~July 1, 2017~~ **January 1, 2020**, the School District shall contribute a sum not to exceed \$60 per month for single or \$124 per month for family to cover the cost of the premium for each employee working more than 75% time, employed by the School District who qualifies for and is enrolled in such School District dental insurance plan. **Effective January 1, 2021, the School District shall contribute a sum not to exceed \$60 per month for single or \$138 per month for family to cover the cost of the premium for each employee working more than 75% time, employed by the School District who qualifies for and is enrolled in such School District dental insurance plan.**

Section 6: Special Education Assistant Director/Principal employees are eligible to participate in the Minnesota Post Employment Health Care Savings Plan (HCSP) established under Minnesota Statutes, section 352.98 (Minn. Supp. 2001) and as outlined in the Minnesota State Retirement Systems Trust and Plan Documents. All funds collected by the employer on behalf of the employee will be deposited into the employee's post-employment health care savings plan account. The Intermediate School District 917 shall contribute a lump sum payment in the amount of ~~\$2500~~ **\$3,250 on March 31<sup>st</sup>, 2020, and \$4,000 on March 31<sup>st</sup> of 2021** to all employees covered in this agreement. The lump sum payment shall be deposited in the employee's HCSP account. ~~on March 31, 2018 and March 31, 2019.~~

Section 7: Claims Against the School District: Any description of insurance benefits contained in this Article is intended to be informational only and the eligibility of any employee for benefits shall be governed by the terms of the insurance policy purchased by the School District pursuant to this Article. It is further understood that the School District’s only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

**ARTICLE VI  
OTHER BENEFITS**

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

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

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

Examples:

Employee 1:	Tuition reimbursement received January 15, 2020 Employee resigns effective June 30, 2020 Employee repays	\$4,000  \$2,000
Employee 2:	Tuition reimbursement received January 15, 2020 Employee resigns effective June 20, 2021 Employee repays	\$4,000  \$2,000

Employee 3:	Tuition reimbursement received January 15, 2020	\$4,000
	Employee resigns effective June 30, 2022	
	Employee repays	\$0
Employee 4:	Tuition reimbursement received January 15, 2020	\$4,000
	Tuition reimbursement received September 15, 2020	\$4,000
	Employee resigns effective June 30, 2022	
	Reimbursement on January 15, 2020 repays	\$0
	Reimbursement on September 15, 2020 repays	\$2,000

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

Section 3: Defense and Indemnification:

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

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

**ARTICLE VII  
SALARIES**

Section 1: Basic Salaries: Employees shall receive salaries for the contract year within salary ranges as described in Appendix A.

Section 2: Longevity: Employees shall receive a longevity stipend beyond the salaries delineated in Appendix A as follows:

**19-20                      20-21**

After 10 years of employment (11 through 15):	<del>\$1,000</del> <b>\$1,500</b>	<b>\$2,000</b>
After 15 years of employment (16 and beyond):	<del>\$2,500</del> <b>\$3,000</b>	<b>\$3,500</b>

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

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

Employees hired as an assistant director after August 1, 2005, earn years of service for the longevity stipend only for the years worked as an assistant director.

Section 3: Salary Adjustment: In addition to the salaries delineated in Appendix B, those administrators who have attained the **J.D**, PhD, or EdD degree shall receive an additional annual stipend in the amount of \$2,500 to be paid in twenty-four (24) equal portions on the normal semi-monthly salary. Such stipend shall begin in the month following the award of said degree and shall be prorated from that date until the end of the current fiscal year. Any pay adjustment shall not be made until an official transcript is received for the personnel file.

## ARTICLE VIII ABOLITION OF POSITION

Section 1. Effect: This Article shall be effective only if one or more of the five positions governed by these Terms and Conditions of Employment is eliminated by the School District for its own reason or as a result of modification of state law abolishing the School District or substantially altering its form or funding which dictates the abolishment of one or more of the five positions covered by these Terms and Conditions of Employment.

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

**APPENDIX A – BASE SALARY RANGE**

**ASSISTANT DIRECTOR/PRINCIPAL BASE SALARY RANGE**

<del>2017-2018</del>	<del>2018-2019</del>
<del>Base Salary Range</del>	<del>Base Salary Range</del>
<del>\$109,000</del>	<del>\$111,000</del>
<del>\$127,846</del>	<del>\$132,321</del>

~~An Assistant Director/Principal annual base salary (after three years of continuous employment), will equal at least the mid-point of the salary range and will equal the top base salary after five years of continuous employment.~~

	<b>2019-2020 Base Salary Range</b>	<b>2020-2021 Base Salary Range</b>
<b>Starting Salary</b>	<b>\$114,441</b>	<b>\$116,444</b>
<b>Top Base Salary</b>	<b>\$134,637</b>	<b>\$136,993</b>

**An Assistant Director/Principal annual base salary will equal at least the mid-point of the salary range and will equal the top base salary after five years of continuous employment. The salary in the initial year of service will be 85% of the top base salary and improve in relationship to the top base salary by an increment equal to 3% per year. Beginning in the sixth year of continuous service, the Assistant Director/Principal will be compensated at the 100% of the top base salary.**

- Step 1, Year 1 Compensation = Top Base Salary x 0.85**
- Step 2, Year 2 Compensation = Top Base Salary x 0.88**
- Step 3, Year 3 Compensation = Top Base Salary x 0.91**
- Step 4, Year 4 Compensation = Top Base Salary x 0.94**
- Step 5, Year 5 Compensation = Top Base Salary x 0.97**
- Step 6, Year 6 Compensation = Top Base Salary x 1.00**

Placement on the salary schedule at the time of initial hire to the position of Assistant Director/Principal will be made by the Superintendent and will not be open to appeal or grievance. The factors that will be used in the placement determination include: years of experience while employed as a licensed administrator (although it will not necessarily be a year-to-year match), applicability and transferability of skills and experience, and market forces at the time of hire. The initial placement may be determined at Step 1, Step 2, Step 3, or Step 4. Each subsequent year of employment the employee will progress along the salary schedule. This placement has no bearing on seniority for the purposes of either longevity or for unrequested leave.

TO: Board Members

FROM: Mark Zuzek

DATE: February 3, 2020

RE: Contract Proposals for Business Manager, Director of Special Education, Secondary Education Principal, and Technology Coordinator and Assistant Directors/Principal's Terms and Conditions

I have met with the Assistant Directors and the other District Administrators to review salary, benefits, and contract language for 2019/2020 and 2020/2021. Our practice for negotiating contracts and terms and conditions for our non-teacher groups or individuals is to use a pattern based approach with the teacher settlement as a guide for the total package costs of a group. We have the six Assistant Directors/Principal's, the Special Education Director, Business Manager, and the Technology Coordinator contracts attached.

We have gathered member district special education director and business manager contract information from our member districts and the other intermediates to develop a comparable group. For developing a competitive range and appropriate difference between the assistant director and the director positions, we investigate high school principals, middle school principals, and assistant principal salary differentials.

In order to be planful for budgeting reasons I have developed a strategy for employing new assistant directors to the district. In general, the base salary for the position remains consistent over time with biennially negotiated increases to the base. A new assistant director would typically be brought on at 85% of the base and increase each by 3% of the new year's base salary until they have been employed for five full years. The sixth year, they reach 100% of the base salary. The new employee may be credited for up to three years of prior service upon initial placement.

**Common to all leadership contracts:**

- The proposal I am making is a **salary** increase for all leadership positions which will include a 1.75 % increase in year 1, and a 1.75% increase in year 2.
- In alignment with other employment contracts throughout the district, the third Monday of January will be a **holiday**. For all of the contracts, this is an increase from 10 to 11 holidays beginning in FY21.
- For **health insurance** the district's contribution increased from \$750 to \$770 per month for single, and from \$1,800 to \$1,900 per month for family coverage beginning January 1, 2021.
- For **dental insurance** the district contribution to single coverage remains the same, for family coverage there is an increase from \$124 to \$138 per month, effective January 1, 2021.

**Unique to the Assistant Director/Principal:**

- **Longevity** increases for 11 years to 15 years of service, the increase is from \$1,000 to \$1,500 in FY20, and to \$2,000 in FY21.
- **Longevity** increases for 16 years of service and beyond, the increase is from \$2,500 to \$3,000 in FY20, and to \$3,500 in FY21.

- The district’s contribution to the **healthcare savings plan (HCSP)** increases from \$2,500 to \$3,250 on March 31, 2020; and \$4,000 on March 31<sup>st</sup>, 2021.

**Unique to the Directors and Secondary Principals:**

- The Special Education Director will have a title change and an increase in responsibility to **Executive Director of Student Services**. The position increases considerably in responsibility and there is a \$7,250 stipend to the salary beginning July 2020.
- The Business Manager will have a title change and an increase in responsibility to **Executive Director of Business Services**. The position increases considerably in responsibility and there is a \$7,250 stipend to the salary beginning July 2020.
- For the employees in this group, there is a \$500 increase for **longevity** for all employees that qualify.

**The two-year composite roll-up for each of the contracts is as follows:**

Assistant Director/Principals	4.07%	(6.91% with market adjustments)
Director/ Sec. Principal	3.61%	(6.42% with executive director stipend)
Technology Coordinator	4.81%	
ISD 917 Teacher Contract	7.99%	

**Language Changes:**

In addition to the compensation packages for administrators, the only other notable changes were related to leave language to bring the contract into alignment with other employment contracts.

I recommend approval of the administrator compensation packages and contracts.

Mark