

Regular School Board Meeting

Tuesday, August 4, 2026 5:45 PM

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

I. MISSION

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

II. Call to Order - Chair Cindy Nordstrom

III. Conduct Pledge of Allegiance - Chair Cindy Nordstrom *(This was conducted at the Board Work Session prior to this meeting.)*

IV. Review and Approve the Agenda - Chair Cindy Nordstrom

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

V.A.

- Minutes
- Personnel

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

VI.A.

- Bills
- Wire Transfers
- Investment Reports

VII. Approve Pond Lease Agreement - Mark Johns *(Stewardship)*

VIII. Approve Temporary Employee Report - Mark Johns *(Stewardship)*

IX. Policies - Supt. Dr. Michael Favor *(Integrity)* First and Final - Annual Review

- 456 Substitute Instructor Pay Schedule
- 506 Student Discipline

X. Approve 2026-2028 Contracts - Nicole Flesner *(Stewardship)* Executive Assistant to the Superintendent Interpreters Health Associates

XI. Approve Teacher Sub Rates 2026/27 - Nicole Flesner *(Stewardship)*

XII. Approve Dr. Favor's Summary Evaluation - Chair Cindy Nordstrom *(Integrity)*

XIII. Approve Annual 2026-27 Superintendent Goals - Dr. Michael Favor & Cindy Nordstrom *(Integrity)*

XIV. Approve Agreement with ISD 192 and ISD 917 for Early Childhood Special Education Teachers - Dr. Melissa Schaller *(Collaboration)*

XV. Approve 917 Culture Guide, SpEd Guardian/Caregiver Handbook & Secondary Handbook - Dr. Brooke Peterson, Dr. Frank Herman, and Dr. Melissa Schaller *(Communication)*

XVI. Adjournment - Chair Cindy Nordstrom

INTERMEDIATE SCHOOL DISTRICT 917
Organizational and Regular School Board Meeting

A School Board Meeting of the Intermediate School District 917 was held in the 917 Board Room at Dakota County Technical College on Tuesday, July 7, 2026, at 5:45 PM.

Members Present: Lesley Chester, Lisa Ehleringer, Mark Zuzek, Dawn Steigauf, Monica Weber, Cindy Nordstrom, Byron Schwab, Lesley Chester, Kyle Christensen, and ex officio member Dr. Michael Favor.

Members Absent: None

Also Present: Mark Johns, Melissa Schaller, Brooke Peterson, Kate Hulse, Melissa Torres, and Nicole Flesner.

The meeting was called to order at 5:32 PM by Chair Cindy Nordstrom.

The Pledge of Allegiance was conducted in the work session prior to this meeting.

1. Motion by Cindy Nordstrom, seconded by Kyle Christensen, to appoint a clerk through the January Organizational Meeting with the resignation of Kim Baker of ISD 194 on June 29, 2026. Voting aye: Lisa Ehleringer, Mark Zuzek, Dawn Steigauf, Monica Weber, Cindy Nordstrom, Byron Schwab, Lesley Chester, and Kyle Christensen. Voting naye: none. Motion carried.
2. Motion by Byron Schwab, seconded by Steigauf, to appoint Lisa Ehleringer of ISD 195 as Clerk. Voting aye: Lisa Ehleringer, Mark Zuzek, Dawn Steigauf, Monica Weber, Cindy Nordstrom, Byron Schwab, Lesley Chester, and Kyle Christensen. Voting naye: none. Motion carried.
3. Motion by Lesley Chester, seconded by Byron Schwab, to approve the June 2, 2026 agenda and June 26, 2026 Special Session. Voting aye: Lisa Ehleringer, Mark Zuzek, Dawn Steigauf, Monica Weber, Cindy Nordstrom, Byron Schwab, Lesley Chester, and Kyle Christensen. Voting naye: none. Motion carried.
4. Motion by Mark Zuzek, seconded by Monica Weber, to approve the consent items, as presented. Voting aye: Lisa Ehleringer, Mark Zuzek, Lesley Chester, Dawn Steigauf, Monica Weber, Cindy Nordstrom, Byron Schwab, Kyle Christensen, and Kim Baker. Voting naye: none. Motion carried.
 - **Minutes:** June 2, 2026, Regular School Board Meeting and June 26, 2026 Special Board Session
 - **Personnel:**
 - **NEW HIRES:**
 - Joanna Anderson, Education Support Professional, effective August 26, 2026.
 - Jens Erickson, School Psychologist, effective August 18, 2026.
 - Agnieszka Franek, Payroll Specialist, effective June 15, 2026.
 - Sarah Gatter, Education Support Professional, effective August 26, 2026.
 - Heather Grey, Teacher, effective August 18, 2026.
 - Cara Grohn, Education Support Professional, effective August 26, 2026.
 - Jasmine Hemmer, Mental Health Professional, effective August 18, 2026.
 - Kelly Johnson, Education Support Professional, effective August 26, 2026.
 - Maureen McCarthy, Teacher, effective August 18, 2026.
 - Jessie Pietruszewski, Education Support Professional, effective August 26, 2026.
 - Grace Pitzl, School Nurse, effective August 18, 2026.
 - Jeffrey Stephani, School Social Worker, effective August 18, 2026.
 - **RE-HIRES:**

- Melissa Brateng, Assistant Principal/SpEd Coordinator, effective July 1, 2026.
 - CHANGE IN STATUS:
 - Ann Strom, School Social Worker, 0.95 FTE decrease to 0.90 FTE, effective July 1, 2026.
 - Heather Stoesz, Speech Language Pathologist, 1.0 FTE decrease to 0.80 FTE, effective July 1, 2026.
 - LEAVES OF ABSENCE:
 - RESIGNATION & TERMINATIONS:
 - Megan Dietrich, Sign Language Interpreter, effective August 1, 2026.
 - Kate Hulse, Director of Social/Emotional Learning & Support, effective July 29, 2026.
 - Monica Nordby, Sign Language Interpreter, effective June 21, 2026.
5. Motion by Byron Schwab, seconded by Dawn Steigauf, introduced the following Donation resolution for a Book: *Our Chosen Path: The Transformative Impact of Cued Language* by Kitri Larson Kylo and waived reading the full resolution. Voting aye: Lisa Ehleringer, Mark Zuzek, Dawn Steigauf, Monica Weber, Cindy Nordstrom, Byron Schwab, Lesley Chester, and Kyle Christensen. Voting naye: none. Motion carried. (*roll call*)
 6. Motion by Lesley Chester, seconded by Monica Weber, to approve the following policies on a first and final reading: 102 Equal Educational Opportunity, 424 License Status, 470 Staff Gender Inclusion, 514 Bullying Prohibition. Voting aye: Lisa Ehleringer, Lesley Chester, Mark Zuzek, Dawn Steigauf, Monica Weber, Cindy Nordstrom, Byron Schwab, and Kyle Christensen. Voting naye: none. Motion carried.
 7. Motion by Byron Schwab, seconded by Kyle Christensen, to approve the bills from May 22, 2026, through June 26, 2026, Investment Report, Direct Deposits, and Wire transfers as presented by the Director of Finance. Voting aye: Lisa Ehleringer, Mark Zuzek, Dawn Steigauf, Monica Weber, Cindy Nordstrom, Byron Schwab, and Kyle Christensen. Voting naye: none. Motion carried.
 8. Motion by Mark Zuzek, seconded by Byron Schwab, to approve the Accounts Receivable Aging Report as presented by Mark Johns. Voting aye: Lisa Ehleringer, Mark Zuzek, Dawn Steigauf, Monica Weber, Cindy Nordstrom, Byron Schwab, and Kyle Christensen. Voting naye: none. Motion carried.
 9. Motion by Lisa Ehleringer, seconded by Lesley Chester, to approve the FY27 Lunch Prices as presented by Mark Johns. Voting aye: Lisa Ehleringer, Mark Zuzek, Dawn Steigauf, Monica Weber, Cindy Nordstrom, Byron Schwab, and Kyle Christensen. Voting naye: none. Motion carried.
 10. Motion by Lisa Ehleringer, seconded by Byron Schwab, to approve the Early Childhood Special Education Teachers for ISD 199, 271 and ISD 917 as presented by Dr. Melissa Schaller. Voting aye: Lisa Ehleringer, Mark Zuzek, Dawn Steigauf, Monica Weber, Cindy Nordstrom, Byron Schwab, and Kyle Christensen. Voting naye: none. Motion carried.
 11. Motion by Mark Zuzek, seconded by Dawn Steigauf, to approve the Health and Safety Plans and Indoor Air Quality Management Plan as presented by Nicole Flesner. Voting aye: Lisa Ehleringer, Mark Zuzek, Dawn Steigauf, Monica Weber, Cindy Nordstrom, Byron Schwab, and Kyle Christensen. Voting naye: none. Motion carried.

The School Board went into closed session to review the 2025-2026 Superintendent End-of-Year Goals Evaluation at 5:38 pm.

The School Board Meeting reconvened at 6:00 pm.

There being no further business, the meeting adjourned at 6:02 PM

The next regular School Board Meeting will be Tuesday, August 4, 2026, at 5:45 PM.

Clerk

**SUMMARY OF PERSONNEL ITEMS RECOMMENDED FOR
ACTION AT BOARD MEETING OF August 4, 2026.**

NEW HIRES:

Thomas Anderson, Education Support Professional, effective August 26, 2026.

Jennifer Arika, Teacher, effective August 18, 2026.

Mark Bernarde, Teacher, effective August 18, 2026.

Talya Cagle-Pratt, Education Support Professional, effective August 26, 2026

Sarah Callahan, Cosmetology Teacher, effective August 18, 2026.

Angel Capaciete, Teacher, effective August 18, 2026.

Tadaiza Davis, Education Support Professional, effective August 26, 2026.

Marie Domeyer, Sign Language Interpreter, effective August 26, 2026.

Carolyn Jahnke, Education Support Professional, effective August 26, 2026.

Michelle Humphrey, Director of Social Emotional Learning and Support, effective July 13, 2026.

Sally Lehmkuhl, Cosmetology Teacher, effective August 18, 2026.

Anjanette McCarthy, Education Support Professional, effective August 26, 2026.

Jeremy Morris, School Social Worker, effective August 18, 2026.

Alexandra Moore, Teacher, effective August 18, 2026.

Clare Muyskens, Physical Therapist, 0.80 FTE, effective August 18, 2026.

Alexandra Reilly, Mental Health Professional, effective August 18, 2026.

Andrea Riffe, Teacher, effective August 18, 2026.

Nicole Rutt, Mental Health Professional, effective August 18, 2026.

Madison Schlenvogt, Education Support Professional, effective August 26, 2026.

Kobe Schroeder, Education Support Professional, effective August 26, 2026.

Donna Wood, Teacher, effective August 18, 2026.

RE-HIRES:

Martha Davis, Administrative Assistant, SpED, effective July 6, 2026.

CHANGE IN STATUS:

LEAVES OF ABSENCE:

**SUMMARY OF PERSONNEL ITEMS RECOMMENDED FOR
ACTION AT BOARD MEETING OF August 4, 2026.**

RESIGNATION & TERMINATIONS:

Timothy Bluhm, Education Support Professional, effective July 27, 2026.

Summer Holmes, Education Support Professional, effective August 20, 2026.

Pamela Schuh, Teacher, effective July 6, 2026.

RETIREMENT:

AGA FRANEK, PAYROLL SPECIALIST

PLEASE APPROVE NET PAYROLL FOR:

07/15/2026 DIRECT DEPOSITS REGULAR PAY (PR601)	\$	143,605.22
07/15/2026 DIRECT DEPOSITS SUMMER PAYS (PR5S1)	\$	579,172.95
07/15/2026 DIRECT DEPOSITS EXTRA HRS before 6/30/25 (PR525)	\$	23,287.79

NET PAYROLL

\$ 746,065.96

Authorized Signature Mah Suh Date 7/15/2026

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

	MSDLAF: Liquid						MSDLAF: +Max						Total	
	Purchases	Sales	Fees	Interest	Ending Balance	Monthly Yield	Purchases	Sales	Fees	Interest	Ending Balance	Monthly Yield	Ending Balance	Interest
Jun					11,297.07						13,238,175.67		13,249,472.74	
Jul				39.84	11,336.91	4.15%		500,000.00		47,603.20	12,785,778.87	4.24%	12,797,115.78	47,643.04
Aug				39.83	11,376.74	4.14%				45,946.80	12,831,725.67	4.23%	12,843,102.41	45,986.63
Sep				38.39	11,415.13	4.10%	3,500,000.00			53,427.81	16,385,153.48	4.19%	16,396,568.61	53,466.20
Oct				38.79	11,453.92	4.00%	-	1,000,000.00		56,610.56	15,441,764.04	4.09%	15,453,217.96	56,649.35
Nov				36.07	11,489.99	3.84%		1,500,000.00		47,778.81	13,989,542.85	3.92%	14,001,032.84	47,814.88
Dec				36.02	11,526.01	3.69%		1,000,000.00		44,577.10	13,034,119.95	3.78%	13,045,645.96	44,613.12
Jan				35.15	11,561.16	3.56%		750,000.00		38,882.81	12,323,002.76	3.68%	12,334,563.92	38,917.96
Feb				31.51	11,592.67	3.55%	2,000,000.00	750,000.00		37,720.16	13,610,722.92	3.65%	13,622,315.59	37,751.67
Mar				34.61	11,627.28	3.51%				41,653.69	13,652,376.61	3.61%	13,664,003.89	41,688.30
Apr				33.55	11,660.83	3.51%	2,750,000.00			41,849.22	16,444,225.83	3.60%	16,455,886.66	41,882.77
May				34.56	11,695.39	3.49%		2,000,000.00		48,260.40	14,492,486.23	3.58%	14,504,181.62	48,294.96
Jun				33.81	11,729.20	3.52%		1,750,000.00		38,668.52	12,781,154.75	3.60%	12,792,883.95	38,702.33
Total														
FY 26	-	-	-	432.13	-		8,250,000.00	9,250,000.00	-	542,979.08	-		-	543,411.21

CHECK NUMBER	ISSUE DATE	VENDOR	STATUS	TOTAL	DESCRIPTION
1910431	06/30/2026	WISCONSIN SCTF	R	987.50	ACCOUNTS PAYABLE CHECK
1910432	06/30/2026	FTC	R	258.33	ACCOUNTS PAYABLE CHECK
1910433	06/30/2026	CITY OF INVER GROVE HTS	R	809.39	ACCOUNTS PAYABLE CHECK
1910434	06/30/2026	CUB FOODS - ROSEMOUNT	R	50.11	ACCOUNTS PAYABLE CHECK
1910435	06/30/2026	DISTRICT 191 FOOD SERVICE	R	3,257.45	ACCOUNTS PAYABLE CHECK
1910436	06/30/2026	INNOVATIVE CARE CONNECTIONS LLC	R	780.00	ACCOUNTS PAYABLE CHECK
1910437	06/30/2026	LAKES COUNTRY SERVICE COOPERATIVE	R	14,000.00	ACCOUNTS PAYABLE CHECK
1910438	07/07/2026	MN BOARD OF COSMETOLOGY	R	4,000.00	ACCOUNTS PAYABLE CHECK
1910439	07/09/2026	MSOPA	R	100.00	ACCOUNTS PAYABLE CHECK
1910440	07/09/2026	OUTDOOR IMAGES, INC	R	1,420.02	ACCOUNTS PAYABLE CHECK
1910441	07/09/2026	SUPER TEACHERS WORKSHEETS	R	49.90	ACCOUNTS PAYABLE CHECK
1910442	07/15/2026	ARVIG ENTERPRISES, INC	R	1,922.79	ACCOUNTS PAYABLE CHECK
1910443	07/15/2026	BLUE SKY ONLINE CHARTER SCHOOL	R	352.36	ACCOUNTS PAYABLE CHECK
1910444	07/15/2026	DISTRICT 191 FOOD SERVICE	R	714.00	ACCOUNTS PAYABLE CHECK
1910445	07/15/2026	IND SCH DIST 192	R	19,718.31	ACCOUNTS PAYABLE CHECK
1910446	07/15/2026	IND SCH DIST 195	R	6,687.91	ACCOUNTS PAYABLE CHECK
1910447	07/15/2026	IND SCH DIST 197	R	1,767.74	ACCOUNTS PAYABLE CHECK
1910448	07/15/2026	IND SCH DIST 659	R	25,597.72	ACCOUNTS PAYABLE CHECK
1910449	07/15/2026	SO. ST. PAUL SPECIAL SCHOOL DIST 6	R	8,378.90	ACCOUNTS PAYABLE CHECK
1910450	07/15/2026	SOUTHWEST WEST CENTRAL SERVICE CORP	R	36.00	ACCOUNTS PAYABLE CHECK
1910451	07/16/2026	WISCONSIN SCTF	R	987.50	ACCOUNTS PAYABLE CHECK
1910452	07/16/2026	FTC	R	108.33	ACCOUNTS PAYABLE CHECK
1910453	07/16/2026	FTC	R	150.00	ACCOUNTS PAYABLE CHECK
1910454	07/22/2026	CENTERPOINT ENERGY	R	109.24	ACCOUNTS PAYABLE CHECK
1910455	07/22/2026	MN DEPT OF EMPLOYMENT & ECON DEV.	R	1,962.22	ACCOUNTS PAYABLE CHECK
1910456	07/22/2026	THE HANOVER INSURANCE GROUP	R	54,108.67	ACCOUNTS PAYABLE CHECK
1910457	07/22/2026	IDENTISYS INC	R	706.00	ACCOUNTS PAYABLE CHECK
1910458	07/22/2026	MASSP	R	984.00	ACCOUNTS PAYABLE CHECK
V4003189	07/06/2026	ACCELERATED TECHNOLOGIES	R	9,476.32	ACCOUNTS PAYABLE VOUCHER
V4003190	07/06/2026	ADVANCE AUTO PARTS	R	1,706.92	ACCOUNTS PAYABLE VOUCHER
V4003191	07/06/2026	AMERGIS	V	0.00	VOID: MULTI STUB VOUCHER
V4003192	07/06/2026	AMERGIS	V	0.00	VOID: MULTI STUB VOUCHER
V4003193	07/06/2026	AMERGIS	V	0.00	VOID: MULTI STUB VOUCHER
V4003194	07/06/2026	AMERGIS	V	0.00	VOID: MULTI STUB VOUCHER
V4003195	07/06/2026	AMERGIS	V	0.00	VOID: MULTI STUB VOUCHER
V4003196	07/06/2026	AMERGIS	R	114,431.04	ACCOUNTS PAYABLE VOUCHER
V4003197	07/06/2026	AVB PRESS	R	104.94	ACCOUNTS PAYABLE VOUCHER
V4003198	07/06/2026	BAYADA HOME HEALTH CARE	R	4,605.00	ACCOUNTS PAYABLE VOUCHER
V4003199	07/06/2026	WELLS FARGO	R	2,818.07	ACCOUNTS PAYABLE VOUCHER
V4003200	07/06/2026	CARE TRANSFER SOLUTIONS, LLC	R	359.80	ACCOUNTS PAYABLE VOUCHER
V4003201	07/06/2026	OPENAI	R	1,455.37	ACCOUNTS PAYABLE VOUCHER
V4003202	07/06/2026	CITY OF APPLE VALLEY	R	889.22	ACCOUNTS PAYABLE VOUCHER
V4003203	07/06/2026	DAKOTA AWARDS & ENGRAVING	R	225.00	ACCOUNTS PAYABLE VOUCHER
V4003204	07/06/2026	DICK'S SANITATION-LAKEVILLE	R	332.72	ACCOUNTS PAYABLE VOUCHER
V4003205	07/06/2026	EVERYTHING2GO.COM LLC	R	5,500.00	ACCOUNTS PAYABLE VOUCHER
V4003206	07/06/2026	GOOGLE HQ	R	2,951.21	ACCOUNTS PAYABLE VOUCHER
V4003207	07/06/2026	INDEED, INC	R	1,850.26	ACCOUNTS PAYABLE VOUCHER
V4003208	07/06/2026	INNOVATIVE OFFICE SOLUTIONS	R	654.59	ACCOUNTS PAYABLE VOUCHER
V4003209	07/06/2026	KB COVERS, INC	R	482.31	ACCOUNTS PAYABLE VOUCHER
V4003210	07/06/2026	LYN-MAR PRINTING	R	211.00	ACCOUNTS PAYABLE VOUCHER
V4003211	07/06/2026	MACGILL	R	499.00	ACCOUNTS PAYABLE VOUCHER
V4003212	07/06/2026	MICROSONIC	R	335.00	ACCOUNTS PAYABLE VOUCHER
V4003213	07/06/2026	NATIONAL ASSOCIATION OF SCHOOL PSYC	R	240.00	ACCOUNTS PAYABLE VOUCHER
V4003214	07/06/2026	ODP BUSINESS SOLUTIONS, LLC	R	1,675.98	ACCOUNTS PAYABLE VOUCHER
V4003215	07/06/2026	RATWIK, ROSZAK & MALONEY, P.A.	R	7,738.50	ACCOUNTS PAYABLE VOUCHER
V4003216	07/06/2026	RELIAS LLC	R	99.00	ACCOUNTS PAYABLE VOUCHER
V4003217	07/06/2026	ROSEMOUNT AUTO SERVICE	R	415.26	ACCOUNTS PAYABLE VOUCHER
V4003218	07/06/2026	SCHOOL SPECIALTY, LLC	R	8,236.48	ACCOUNTS PAYABLE VOUCHER

CHECK NUMBER	ISSUE DATE	VENDOR	STATUS	TOTAL	DESCRIPTION
V4003219	07/06/2026	CONFLUENCE DESIGN & FABRICATION LLC	R	108.90	ACCOUNTS PAYABLE VOUCHER
V4003220	07/06/2026	SONOVA USA INC.	R	1,743.77	ACCOUNTS PAYABLE VOUCHER
V4003221	07/06/2026	SOURCE ONE BEAUTY INC	R	4,565.00	ACCOUNTS PAYABLE VOUCHER
V4003222	07/06/2026	ST PAUL PIONEER PRESS	R	27.36	ACCOUNTS PAYABLE VOUCHER
V4003223	07/06/2026	THERAPY NOTES, LLC	R	39.00	ACCOUNTS PAYABLE VOUCHER
V4003224	07/06/2026	GRAFTON SCHOOL, INC	R	5,974.78	ACCOUNTS PAYABLE VOUCHER
V4003225	07/06/2026	UNIVERSAL CLEANING SERVICES	R	7,649.67	ACCOUNTS PAYABLE VOUCHER
V4003226	07/06/2026	VERIZON WIRELESS	R	890.24	ACCOUNTS PAYABLE VOUCHER
V4003227	07/06/2026	WESTONE LABORATORIES INC.	R	137.20	ACCOUNTS PAYABLE VOUCHER
V4003228	07/06/2026	WH SECURITY, LLC	R	71.85	ACCOUNTS PAYABLE VOUCHER
V6609438	07/16/2026	ANN CATHERINE ALLEN	R	163.85	ACCOUNTS PAYABLE VOUCHER
V6609439	07/16/2026	MELISSA L ARMBRUST	R	91.35	ACCOUNTS PAYABLE VOUCHER
V6609440	07/16/2026	KIM MARIE AUSTIN	R	137.03	ACCOUNTS PAYABLE VOUCHER
V6609441	07/16/2026	STEPHANIE BETLEY	R	141.38	ACCOUNTS PAYABLE VOUCHER
V6609442	07/16/2026	MICHAEL JASON BIBRO	R	92.80	ACCOUNTS PAYABLE VOUCHER
V6609443	07/16/2026	JULIE BLACK	R	47.13	ACCOUNTS PAYABLE VOUCHER
V6609444	07/16/2026	EMILY MARGARET MATULA	R	177.63	ACCOUNTS PAYABLE VOUCHER
V6609445	07/16/2026	CRAIG ALAN CURTIS	R	118.90	ACCOUNTS PAYABLE VOUCHER
V6609446	07/16/2026	JEANNE MARIE D'ALOIA	R	1,840.77	ACCOUNTS PAYABLE VOUCHER
V6609447	07/16/2026	MARY KAY DISTAD	R	4.35	ACCOUNTS PAYABLE VOUCHER
V6609448	07/16/2026	AMANDA R ECKRE	R	15.23	ACCOUNTS PAYABLE VOUCHER
V6609449	07/16/2026	MICHAEL LEONARD FAVOR	R	140.65	ACCOUNTS PAYABLE VOUCHER
V6609450	07/16/2026	BRITNEY A GREELEY	R	21.03	ACCOUNTS PAYABLE VOUCHER
V6609451	07/16/2026	PAMELA ANN GREENGO	R	59.95	ACCOUNTS PAYABLE VOUCHER
V6609452	07/16/2026	JENNIFER AMY HETLAND	R	116.00	ACCOUNTS PAYABLE VOUCHER
V6609453	07/16/2026	KATE SCHNEEWEIS HULSE	R	60.54	ACCOUNTS PAYABLE VOUCHER
V6609454	07/16/2026	JULIE CHRISTINE ILLA	R	17.55	ACCOUNTS PAYABLE VOUCHER
V6609455	07/16/2026	COURTNEY ELIZABETH ROBINSON	R	63.08	ACCOUNTS PAYABLE VOUCHER
V6609456	07/16/2026	KATHLEEN ELIZABETH IRELAND	R	663.01	ACCOUNTS PAYABLE VOUCHER
V6609457	07/16/2026	ABIGAIL MARIE EVANS LARSON	R	2,201.23	ACCOUNTS PAYABLE VOUCHER
V6609458	07/16/2026	SARAH MARIE LUDEWIG	R	29.73	ACCOUNTS PAYABLE VOUCHER
V6609459	07/16/2026	LISA M MAYER	R	13.05	ACCOUNTS PAYABLE VOUCHER
V6609460	07/16/2026	JENNA ANN NACE	R	90.63	ACCOUNTS PAYABLE VOUCHER
V6609461	07/16/2026	HOLLY MARIE PEMBLE	R	39.88	ACCOUNTS PAYABLE VOUCHER
V6609462	07/16/2026	AMALIA ESPARZA	R	36.32	ACCOUNTS PAYABLE VOUCHER
V6609463	07/16/2026	AMANDA LYNN PETERS	R	13.05	ACCOUNTS PAYABLE VOUCHER
V6609464	07/16/2026	JENNIFER MAE PETERSEN	R	112.38	ACCOUNTS PAYABLE VOUCHER
V6609465	07/16/2026	BROOKE ALLYSON PETERSON	R	14.50	ACCOUNTS PAYABLE VOUCHER
V6609466	07/16/2026	CAROLINE ROSE PETERSON	R	50.75	ACCOUNTS PAYABLE VOUCHER
V6609467	07/16/2026	EMILY ANN PFISTERER	R	157.33	ACCOUNTS PAYABLE VOUCHER
V6609468	07/16/2026	TARA C PRECHT	R	86.28	ACCOUNTS PAYABLE VOUCHER
V6609469	07/16/2026	KELLI MARIE PROULX	R	225.48	ACCOUNTS PAYABLE VOUCHER
V6609470	07/16/2026	JANE MARIE ROBINSON	R	33.35	ACCOUNTS PAYABLE VOUCHER
V6609471	07/16/2026	SARAH CATHERINE ROWLEY	R	195.75	ACCOUNTS PAYABLE VOUCHER
V6609472	07/16/2026	OLIVIA E SARASIO MEYER	R	56.55	ACCOUNTS PAYABLE VOUCHER
V6609473	07/16/2026	MELISSA RAE SCHALLER	R	327.48	ACCOUNTS PAYABLE VOUCHER
V6609474	07/16/2026	HEATHER LYNN STOESZ	R	208.08	ACCOUNTS PAYABLE VOUCHER
V6609475	07/16/2026	KAYLEEN LAVONNE TAFFE	R	48.58	ACCOUNTS PAYABLE VOUCHER
V6609476	07/16/2026	MARY ELIZABETH TAYLOR	R	42.78	ACCOUNTS PAYABLE VOUCHER
V6609477	07/16/2026	SONIA LYNN TENDRICH	R	35.53	ACCOUNTS PAYABLE VOUCHER
V6609478	07/16/2026	TAYLOR MAY LOVIN	R	1,449.80	ACCOUNTS PAYABLE VOUCHER
V6609479	07/16/2026	MERIDITH TIETZ	R	1,083.16	ACCOUNTS PAYABLE VOUCHER
V6609480	07/16/2026	MELISSA M TORRES	R	30.45	ACCOUNTS PAYABLE VOUCHER
V6609481	07/16/2026	SHANYN NICOLE TUFTEE	R	139.20	ACCOUNTS PAYABLE VOUCHER
V6609482	07/16/2026	JOHN NATHAN VOLKERT	R	64.53	ACCOUNTS PAYABLE VOUCHER
V6609483	07/16/2026	AMY J ZINS	R	47.13	ACCOUNTS PAYABLE VOUCHER
V6609484	07/16/2026	MARK A. ZUZEK	R	100.05	ACCOUNTS PAYABLE VOUCHER
V6609485	07/15/2026	TREVOR R BAILEY	R	90.00	ACCOUNTS PAYABLE VOUCHER

CHECK NUMBER	ISSUE DATE	VENDOR	STATUS	TOTAL	DESCRIPTION
V6609486	07/15/2026	STEPHANIE BETLEY	R	90.00	ACCOUNTS PAYABLE VOUCHER
V6609487	07/15/2026	MICHAEL JASON BIBRO	R	90.00	ACCOUNTS PAYABLE VOUCHER
V6609488	07/15/2026	AMANDA JO BOEHMER	R	90.00	ACCOUNTS PAYABLE VOUCHER
V6609489	07/15/2026	MELISSA A BRATENG	R	90.00	ACCOUNTS PAYABLE VOUCHER
V6609490	07/15/2026	CHRISTINE KLECATSKY CHESSLER	R	45.00	ACCOUNTS PAYABLE VOUCHER
V6609491	07/15/2026	LESLEY ANNE CHESTER	R	19.76	ACCOUNTS PAYABLE VOUCHER
V6609492	07/15/2026	KYLE R CHRISTENSEN	R	11.40	ACCOUNTS PAYABLE VOUCHER
V6609493	07/15/2026	LAWRENCE L COLEMAN	R	90.00	ACCOUNTS PAYABLE VOUCHER
V6609494	07/15/2026	CRAIG ALAN CURTIS	R	90.00	ACCOUNTS PAYABLE VOUCHER
V6609495	07/15/2026	JEANNE MARIE D'ALOIA	R	90.00	ACCOUNTS PAYABLE VOUCHER
V6609496	07/15/2026	AMANDA R ECKRE	R	45.00	ACCOUNTS PAYABLE VOUCHER
V6609497	07/15/2026	LISA A EHRLINGER	R	28.88	ACCOUNTS PAYABLE VOUCHER
V6609498	07/15/2026	SHAE K ELLIOTT	R	90.00	ACCOUNTS PAYABLE VOUCHER
V6609499	07/15/2026	NICOLE K FLESNER	R	90.00	ACCOUNTS PAYABLE VOUCHER
V6609500	07/15/2026	SHERILYN FAYE FRISQUE	R	45.00	ACCOUNTS PAYABLE VOUCHER
V6609501	07/15/2026	ADAM R GHORMLEY	R	90.00	ACCOUNTS PAYABLE VOUCHER
V6609502	07/15/2026	FRANK E HERMAN	R	90.00	ACCOUNTS PAYABLE VOUCHER
V6609503	07/15/2026	JENNIFER AMY HETLAND	R	90.00	ACCOUNTS PAYABLE VOUCHER
V6609504	07/15/2026	MELISSA ROCHELL HO	R	45.00	ACCOUNTS PAYABLE VOUCHER
V6609505	07/15/2026	JUSTIN DAVID HOELSCHER	R	90.00	ACCOUNTS PAYABLE VOUCHER
V6609506	07/15/2026	KATE SCHNEEWEIS HULSE	R	90.00	ACCOUNTS PAYABLE VOUCHER
V6609507	07/15/2026	SARAH CAITLIN IDEEN	R	45.00	ACCOUNTS PAYABLE VOUCHER
V6609508	07/15/2026	JULIE CHRISTINE ILLA	R	131.95	ACCOUNTS PAYABLE VOUCHER
V6609509	07/15/2026	MARK W JOHNS	R	90.00	ACCOUNTS PAYABLE VOUCHER
V6609510	07/15/2026	CORY LEE LANGENFELD	R	90.00	ACCOUNTS PAYABLE VOUCHER
V6609511	07/15/2026	CATHLEEN CAROL MATTICE	R	45.00	ACCOUNTS PAYABLE VOUCHER
V6609512	07/15/2026	SHARRI HELENE MCGIBBON	R	45.00	ACCOUNTS PAYABLE VOUCHER
V6609513	07/15/2026	JENNA ANN NACE	R	45.00	ACCOUNTS PAYABLE VOUCHER
V6609514	07/15/2026	CINDY L NORDSTROM	R	12.92	ACCOUNTS PAYABLE VOUCHER
V6609515	07/15/2026	RACHEL ERIN NOVY	R	45.00	ACCOUNTS PAYABLE VOUCHER
V6609516	07/15/2026	JACKIE MARIE PAULEY	R	90.00	ACCOUNTS PAYABLE VOUCHER
V6609517	07/15/2026	EMILY COLLEEN GOODSON	R	45.00	ACCOUNTS PAYABLE VOUCHER
V6609518	07/15/2026	JENNIFER MAE PETERSEN	R	90.00	ACCOUNTS PAYABLE VOUCHER
V6609519	07/15/2026	BROOKE ALLYSON PETERSON	R	90.00	ACCOUNTS PAYABLE VOUCHER
V6609520	07/15/2026	TARA C PRECHT	R	90.00	ACCOUNTS PAYABLE VOUCHER
V6609521	07/15/2026	WENDI MARLAINA RENKEN	R	45.00	ACCOUNTS PAYABLE VOUCHER
V6609522	07/15/2026	MELANIE ANN RIX	R	45.00	ACCOUNTS PAYABLE VOUCHER
V6609523	07/15/2026	MELISSA RAE SCHALLER	R	90.00	ACCOUNTS PAYABLE VOUCHER
V6609524	07/15/2026	BYRON LEITH SCHWAB	R	22.80	ACCOUNTS PAYABLE VOUCHER
V6609525	07/15/2026	DAWN E STEIGAUF	R	27.36	ACCOUNTS PAYABLE VOUCHER
V6609526	07/15/2026	AMY LYNN SWANEY	R	90.00	ACCOUNTS PAYABLE VOUCHER
V6609527	07/15/2026	SONIA LYNN TENDRICH	R	45.00	ACCOUNTS PAYABLE VOUCHER
V6609528	07/15/2026	TAYLOR MAY LOVIN	R	90.00	ACCOUNTS PAYABLE VOUCHER
V6609529	07/15/2026	MELISSA M TORRES	R	90.00	ACCOUNTS PAYABLE VOUCHER
V6609530	07/15/2026	SHANYN NICOLE TUFTEE	R	45.00	ACCOUNTS PAYABLE VOUCHER
V6609531	07/15/2026	MONICA J WEBER	R	22.04	ACCOUNTS PAYABLE VOUCHER
V6609532	07/15/2026	SCOTT MICHAEL ZEHNDER	R	45.00	ACCOUNTS PAYABLE VOUCHER
V6609533	07/15/2026	MARK A. ZUZEK	R	16.72	ACCOUNTS PAYABLE VOUCHER
V7705368	06/29/2026	UNITED HEALTHCARE SERVICES, INC	R	84,896.18	ACCOUNTS PAYABLE VOUCHER
V7705369	06/30/2026	MN CHILD SUPPORT PAYMENT CENTER	R	432.38	ACCOUNTS PAYABLE VOUCHER
V7705370	06/30/2026	AFLAC	R	1,152.03	ACCOUNTS PAYABLE VOUCHER
V7705371	06/30/2026	AMERIPRISE FINANCIAL ADVISORS	R	3,898.46	ACCOUNTS PAYABLE VOUCHER
V7705372	06/30/2026	AXA EQUITABLE LIFE INS CO	R	862.08	ACCOUNTS PAYABLE VOUCHER
V7705373	06/30/2026	FIDELITY INVSTMT TAX-EX SVC CO	R	7,977.47	ACCOUNTS PAYABLE VOUCHER
V7705374	06/30/2026	HEALTH EQUITY (FSA)	R	650.00	ACCOUNTS PAYABLE VOUCHER
V7705375	06/30/2026	HEALTH EQUITY, INC. (HSA)	R	40,789.16	ACCOUNTS PAYABLE VOUCHER
V7705376	06/30/2026	HORACE MANN LIFE INS	R	358.33	ACCOUNTS PAYABLE VOUCHER
V7705377	06/30/2026	INTERNAL REVENUE SERVICE	R	337,118.58	ACCOUNTS PAYABLE VOUCHER

CHECK NUMBER	ISSUE DATE	VENDOR	STATUS	TOTAL	DESCRIPTION
V7705378	06/30/2026	EDUCATION MN ESI BILLING TRUST	R	12,009.53	ACCOUNTS PAYABLE VOUCHER
V7705379	06/30/2026	MN DEPT OF REVENUE	R	59,969.21	ACCOUNTS PAYABLE VOUCHER
V7705380	06/30/2026	MN DEPT OF REVENUE(C)	R	688.70	ACCOUNTS PAYABLE VOUCHER
V7705381	06/30/2026	MN STATE RETIREMENT SYSTEM	R	150.00	ACCOUNTS PAYABLE VOUCHER
V7705382	06/30/2026	EXECUTIVE DIRECTOR	R	68,953.00	ACCOUNTS PAYABLE VOUCHER
V7705383	06/30/2026	STATE TREASURER, TRA	R	164,072.82	ACCOUNTS PAYABLE VOUCHER
V7705384	06/30/2026	VARIABLE ANNUITY LIFE INS CO	R	3,435.06	ACCOUNTS PAYABLE VOUCHER
V7705385	06/30/2026	VOYA	R	372.91	ACCOUNTS PAYABLE VOUCHER
V7705386	07/02/2026	ALL IN ONE TRANSLATION AGENCY, LLC	R	630.00	ACCOUNTS PAYABLE VOUCHER
V7705387	07/02/2026	CAPTURE VIDEO LLC	R	500.00	ACCOUNTS PAYABLE VOUCHER
V7705388	07/02/2026	LOFFLER BUSINESS SYSTEMS	R	2,801.08	ACCOUNTS PAYABLE VOUCHER
V7705389	07/02/2026	MN CLN SERVICES, INC	R	3,294.00	ACCOUNTS PAYABLE VOUCHER
V7705390	07/02/2026	THE HOME DEPOT PRO	R	21.65	ACCOUNTS PAYABLE VOUCHER
V7705391	07/02/2026	XCEL ENERGY	R	4,347.00	ACCOUNTS PAYABLE VOUCHER
V7705392	07/02/2026	ZEN EDUCATE INC	R	716.63	ACCOUNTS PAYABLE VOUCHER
V7705393	07/02/2026	ALLIANT INSURANCE SERVICES, INC	R	13,912.46	ACCOUNTS PAYABLE VOUCHER
V7705394	07/02/2026	APPLE VALLEY ISD LLC	R	41,554.07	ACCOUNTS PAYABLE VOUCHER
V7705395	07/02/2026	DAKOTA TRUCK UNDERWRITERS	R	53,432.00	ACCOUNTS PAYABLE VOUCHER
V7705396	07/02/2026	FRONTIER COMMUNICATIONS	R	2,489.05	ACCOUNTS PAYABLE VOUCHER
V7705397	07/02/2026	IND SCH DIST 191	R	30,667.22	ACCOUNTS PAYABLE VOUCHER
V7705398	07/02/2026	POWERSCHOOL GROUP LLC	R	18,689.69	ACCOUNTS PAYABLE VOUCHER
V7705399	07/02/2026	SE ISD SUCCESSOR, LLC	R	88,475.08	ACCOUNTS PAYABLE VOUCHER
V7705400	07/02/2026	U.S. BANK	R	30,138.24	ACCOUNTS PAYABLE VOUCHER
V7705401	07/02/2026	USI INSURANCE SERVICES, LLC	R	12,192.00	ACCOUNTS PAYABLE VOUCHER
V7705402	07/02/2026	NATIONAL INSURANCE SERVICES OF WI,	R	9,935.46	ACCOUNTS PAYABLE VOUCHER
V7705403	07/06/2026	UNITED HEALTHCARE SERVICES, INC	R	57,332.03	ACCOUNTS PAYABLE VOUCHER
V7705404	07/10/2026	ADAPTIVE TECH SOLUTIONS LLC	R	270.68	ACCOUNTS PAYABLE VOUCHER
V7705405	07/10/2026	HILLER COMMERCIAL FLOORS	R	13,266.00	ACCOUNTS PAYABLE VOUCHER
V7705406	07/10/2026	LOFFLER BUSINESS SYSTEMS	R	3,235.29	ACCOUNTS PAYABLE VOUCHER
V7705407	07/10/2026	MRI INTERMEDIATE HOLDINGS, LLC	R	503.00	ACCOUNTS PAYABLE VOUCHER
V7705408	07/10/2026	REGINA MAENDLER, HEART & SCIENCE	R	2,250.00	ACCOUNTS PAYABLE VOUCHER
V7705409	07/10/2026	ADAPTABILITY LEARNING	R	1,980.00	ACCOUNTS PAYABLE VOUCHER
V7705410	07/10/2026	AI TECHNOLOGIES, LLC	R	3,283.94	ACCOUNTS PAYABLE VOUCHER
V7705411	07/10/2026	EVERYDAY SPEECH LLC	R	18,719.48	ACCOUNTS PAYABLE VOUCHER
V7705412	07/10/2026	FRONTLINE TECHNOLOGIES GROUP, LLC	R	3,101.90	ACCOUNTS PAYABLE VOUCHER
V7705413	07/10/2026	RETHINK, INC	R	6,688.50	ACCOUNTS PAYABLE VOUCHER
V7705414	07/13/2026	FIDELITY SECURITY LIFE INS CO	R	2,872.95	ACCOUNTS PAYABLE VOUCHER
V7705415	07/13/2026	UNITED HEALTHCARE SERVICES, INC	R	55,465.42	ACCOUNTS PAYABLE VOUCHER
V7705416	07/13/2026	INTERNAL REVENUE SERVICE	R	2,085.12	ACCOUNTS PAYABLE VOUCHER
V7705417	07/16/2026	ADAPTIVE SPECIALTIES, INC	R	1,640.00	ACCOUNTS PAYABLE VOUCHER
V7705418	07/16/2026	APPLE COMPUTER, INC	R	1,899.00	ACCOUNTS PAYABLE VOUCHER
V7705419	07/16/2026	BENEFIT EXTRAS, INC	R	542.74	ACCOUNTS PAYABLE VOUCHER
V7705420	07/16/2026	CDWG	R	61,610.47	ACCOUNTS PAYABLE VOUCHER
V7705421	07/16/2026	DAKOTA TRUCK UNDERWRITERS	R	17,815.00	ACCOUNTS PAYABLE VOUCHER
V7705422	07/16/2026	FLEXSPEAK, INC	R	5,382.00	ACCOUNTS PAYABLE VOUCHER
V7705423	07/16/2026	INFINITE CAMPUS, INC	R	18,772.15	ACCOUNTS PAYABLE VOUCHER
V7705424	07/16/2026	JAMF HOLDINGS, INC & SUBSIDIARIES	R	5,840.00	ACCOUNTS PAYABLE VOUCHER
V7705425	07/16/2026	MN ENERGY RESOURCES CORPORATION	R	108.11	ACCOUNTS PAYABLE VOUCHER
V7705426	07/16/2026	NOVA EDUCATION CONSULTANTS	R	195.00	ACCOUNTS PAYABLE VOUCHER
V7705427	07/16/2026	TRANE U.S. INC.	R	3,075.00	ACCOUNTS PAYABLE VOUCHER
V7705428	07/16/2026	UNITED HEALTHCARE SERVICES, INC	R	104,040.82	ACCOUNTS PAYABLE VOUCHER
V7705429	07/16/2026	DAKOTA COUNTY TECH COLLEGE	R	4,192.48	ACCOUNTS PAYABLE VOUCHER
V7705430	07/16/2026	IND SCH DIST 199	R	2,605.87	ACCOUNTS PAYABLE VOUCHER
V7705431	07/16/2026	IND SCH DIST 200	R	1,454.62	ACCOUNTS PAYABLE VOUCHER
V7705432	07/16/2026	MN STATE UNIVERSITY, MANKATO	R	42,967.81	ACCOUNTS PAYABLE VOUCHER
V7705433	07/16/2026	MN CHILD SUPPORT PAYMENT CENTER	R	307.00	ACCOUNTS PAYABLE VOUCHER
V7705434	07/16/2026	AMERIPRISE FINANCIAL ADVISORS	R	2,519.29	ACCOUNTS PAYABLE VOUCHER
V7705435	07/16/2026	AXA EQUITABLE LIFE INS CO	R	687.08	ACCOUNTS PAYABLE VOUCHER

CHECK NUMBER	ISSUE DATE	VENDOR	STATUS	TOTAL	DESCRIPTION
V7705436	07/16/2026	FIDELITY INVSTMT TAX-EX SVC CO	R	6,210.80	ACCOUNTS PAYABLE VOUCHER
V7705437	07/16/2026	HEALTHQUITY (FSA)	R	650.00	ACCOUNTS PAYABLE VOUCHER
V7705438	07/16/2026	HEALTHQUITY, INC. (HSA)	R	25,184.03	ACCOUNTS PAYABLE VOUCHER
V7705439	07/16/2026	HORACE MANN LIFE INS	R	58.33	ACCOUNTS PAYABLE VOUCHER
V7705440	07/16/2026	INTERNAL REVENUE SERVICE	R	186,528.85	ACCOUNTS PAYABLE VOUCHER
V7705441	07/16/2026	EDUCATION MN ESI BILLING TRUST	R	4,302.41	ACCOUNTS PAYABLE VOUCHER
V7705442	07/16/2026	MN DEPT OF REVENUE	R	32,446.50	ACCOUNTS PAYABLE VOUCHER
V7705443	07/16/2026	EXECUTIVE DIRECTOR	R	34,449.27	ACCOUNTS PAYABLE VOUCHER
V7705444	07/16/2026	STATE TREASURER, TRA	R	111,467.06	ACCOUNTS PAYABLE VOUCHER
V7705445	07/16/2026	VARIABLE ANNUITY LIFE INS CO	R	2,430.06	ACCOUNTS PAYABLE VOUCHER
V7705446	07/16/2026	VOYA	R	372.91	ACCOUNTS PAYABLE VOUCHER
V7705447	07/16/2026	AMERIPRISE FINANCIAL ADVISORS	R	1,379.17	ACCOUNTS PAYABLE VOUCHER
V7705448	07/16/2026	FIDELITY INVSTMT TAX-EX SVC CO	R	1,583.34	ACCOUNTS PAYABLE VOUCHER
V7705449	07/16/2026	HEALTHQUITY, INC. (HSA)	R	8,286.00	ACCOUNTS PAYABLE VOUCHER
V7705450	07/16/2026	HORACE MANN LIFE INS	R	300.00	ACCOUNTS PAYABLE VOUCHER
V7705451	07/16/2026	INTERNAL REVENUE SERVICE	R	56,470.87	ACCOUNTS PAYABLE VOUCHER
V7705452	07/16/2026	EDUCATION MN ESI BILLING TRUST	R	475.00	ACCOUNTS PAYABLE VOUCHER
V7705453	07/16/2026	MN DEPT OF REVENUE	R	10,380.78	ACCOUNTS PAYABLE VOUCHER
V7705454	07/16/2026	MN DEPT OF REVENUE(C)	R	250.00	ACCOUNTS PAYABLE VOUCHER
V7705455	07/16/2026	MN STATE RETIREMENT SYSTEM	R	150.00	ACCOUNTS PAYABLE VOUCHER
V7705456	07/16/2026	EXECUTIVE DIRECTOR	R	14,583.44	ACCOUNTS PAYABLE VOUCHER
V7705457	07/16/2026	STATE TREASURER, TRA	R	20,657.97	ACCOUNTS PAYABLE VOUCHER
V7705458	07/16/2026	VARIABLE ANNUITY LIFE INS CO	R	1,005.00	ACCOUNTS PAYABLE VOUCHER
V7705459	07/20/2026	DELTA DENTAL OF MINNESOTA	R	42,372.54	ACCOUNTS PAYABLE VOUCHER
V7705460	07/20/2026	HEALTHQUITY (FSA)	R	19.25	ACCOUNTS PAYABLE VOUCHER
V7705461	07/20/2026	UNITED HEALTHCARE SERVICES, INC	R	81,859.27	ACCOUNTS PAYABLE VOUCHER
V7705462	07/23/2026	APPLE VALLEY ISD LLC	R	6,490.32	ACCOUNTS PAYABLE VOUCHER
V7705463	07/23/2026	INVER HILLS COMMUNITY COLLEGE	R	109.60	ACCOUNTS PAYABLE VOUCHER
V7705464	07/23/2026	OFFICE OF MN.IT SERVICES	R	153.30	ACCOUNTS PAYABLE VOUCHER
V7705465	07/23/2026	SE ISD SUCCESSOR, LLC	R	600.00	ACCOUNTS PAYABLE VOUCHER
V7705466	07/23/2026	SANDCREEK EAP, LLC	R	4,200.00	ACCOUNTS PAYABLE VOUCHER
V7705467	07/23/2026	AMANDA GROH	R	877.50	ACCOUNTS PAYABLE VOUCHER
V7705468	07/23/2026	AMSD	R	7,307.00	ACCOUNTS PAYABLE VOUCHER
V7705469	07/23/2026	APPLE COMPUTER, INC	R	20,674.00	ACCOUNTS PAYABLE VOUCHER
V7705470	07/23/2026	BUILDING WINGS LLC	R	51,166.50	ACCOUNTS PAYABLE VOUCHER
V7705471	07/23/2026	GOPHER SPORT	R	68.29	ACCOUNTS PAYABLE VOUCHER
V7705472	07/23/2026	MEGAN CATHERINE MATRAS	R	357.50	ACCOUNTS PAYABLE VOUCHER
V7705473	07/23/2026	MENARDS	R	97.15	ACCOUNTS PAYABLE VOUCHER
V7705474	07/23/2026	MDE-MCIS	R	3,256.00	ACCOUNTS PAYABLE VOUCHER
V7705475	07/23/2026	PROCARE THERAPY	R	3,776.00	ACCOUNTS PAYABLE VOUCHER
V7705476	07/23/2026	ZEN EDUCATE INC	R	7,307.41	ACCOUNTS PAYABLE VOUCHER
V7705477	07/27/2026	UNITED HEALTHCARE SERVICES, INC	R	66,562.40	ACCOUNTS PAYABLE VOUCHER
Total				2,717,795.34	



Intermediate School District 917

Purposeful. Personalized. Partners.
1300 145th Street East, Rosemount, MN 55068
(651) 423-8229 + www.isd917.org

To: ISD 917 School Board Members
Dr. Michael Favor, Superintendent

From: Mark Johns, Director of Finance

Date: August 4, 2026

Re: Key terms of Pond Education Center building lease

Below are the key terms of the proposed building lease agreement with Bloomington Public Schools for Pond Education Center. As a reminder, this space will replace Cedar School and increase our footprint to provide setting IV special education services beginning in the fall of 2027.

Lease term:

- 10-year lease beginning August 1, 2027
- Either party may terminate without cause with a one year notice

Lease rate:

- Same per-square-foot rate currently paid for Cedar School
- Includes 2.5% annual escalation of the rate
- Square footage is approximately two times the square footage of Cedar School, so the actual lease cost will increase correspondingly

Initial construction cost (building updates):

- Collaboration with architects as coordinated by Bloomington Public Schools will begin soon to establish project scope and estimate costs
- ISD 917 will reimburse Bloomington Public Schools for the initial construction cost. Some or all of the initial construction costs may be built into the lease rate
- If Bloomington Public Schools terminates the lease early, they will repay ISD 917 a prorated portion of the initial construction costs

Maintenance:

- Bloomington will be responsible for outer walls, roof, downspouts, basic structural elements and building systems (plumbing, sewage, heating, air conditioning, electrical). If a building system wears out, Bloomington will incur the cost of replacement
- If the building system is damaged by ISD 917, ISD 917 will incur the cost of replacement

Operating Costs (CAMS):

- ISD 917 will provide custodial and boiler services
- Bloomington Public Schools will pay for utilities, telecommunication, security access, garbage, lawn care, and snow removal

Other:

- A separate agreement will be developed to purchase food service from Bloomington Public Schools
- Other equipment, such as lunch tables and chairs, kitchen appliances, and office furniture, will remain in the building for use by ISD 917 at no additional charge. An inventory list will be developed

LEASE

BY AND BETWEEN

Independent School District 271

LANDLORD, AND

Intermediate School District 917

TENANT

LEASE

This lease is made as of August 24, 2026 by and between Independent School District 271 ("Landlord") and Intermediate School District 917, a Minnesota school district ("Tenant").

DATA SHEET

(The legal significance of the terms set forth in this Data Sheet is governed by references to such terms in the remainder of this Lease.)

1. Premises. That space in Pond School, as designated on Exhibit A annexed hereto, consists of approximately 40,844 rentable square feet. Includes an entire building less the health clinic. The Premises is located at 9600 3rd Ave S Bloomington, MN 55420.
2. Term. Ten (10) years beginning August 1, 2027 and ending June 30, 2037.
3. Commencement Date. August 1, 2027.
4. Base Rent. Base rent shall be paid monthly at an annual rate as stated below:

		Square Feet	Rate	Monthly	Annually
8/1/2027	6/30/2028	40,844	\$ 15.50	\$ 52,756.83	\$ 580,325.13
7/1/2028	6/30/2029	40,844	\$ 15.90	\$ 54,118.30	\$ 649,419.60
7/1/2029	6/30/2030	40,844	\$ 16.30	\$ 55,479.77	\$ 665,757.20
7/1/2030	6/30/2031	40,844	\$ 16.70	\$ 56,841.23	\$ 682,094.80
7/1/2031	6/30/2032	40,844	\$ 17.10	\$ 58,202.70	\$ 698,432.40
7/1/2032	6/30/2033	40,844	\$ 17.50	\$ 59,564.17	\$ 714,770.00
7/1/2033	6/30/2034	40,844	\$ 17.90	\$ 60,925.63	\$ 731,107.60
7/1/2034	6/30/2035	40,844	\$ 18.30	\$ 62,287.10	\$ 747,445.20
7/1/2035	6/30/2036	40,844	\$ 18.70	\$ 63,648.57	\$ 763,782.80
7/1/2036	6/30/2037	40,844	\$ 19.10	\$ 65,010.03	\$ 780,120.40

5. Operating Costs and Common Area Maintenance. Operating Costs shall be paid monthly at an annual rate as follows:

		Square Feet	Rate	Monthly	Annually
8/1/2027	6/30/2028	40,844	\$ 1.50	\$ 5,105.50	\$ 56,160.50
7/1/2028	6/30/2029	40,844	\$ 1.50	\$ 5,105.50	\$ 61,266.00
7/1/2029	6/30/2030	40,844	\$ 1.50	\$ 5,105.50	\$ 61,266.00
7/1/2030	6/30/2031	40,844	\$ 1.50	\$ 5,105.50	\$ 61,266.00
7/1/2031	6/30/2032	40,844	\$ 1.50	\$ 5,105.50	\$ 61,266.00
7/1/2032	6/30/2033	40,844	\$ 1.50	\$ 5,105.50	\$ 61,266.00
7/1/2033	6/30/2034	40,844	\$ 1.50	\$ 5,105.50	\$ 61,266.00
7/1/2034	6/30/2035	40,844	\$ 1.50	\$ 5,105.50	\$ 61,266.00
7/1/2035	6/30/2036	40,844	\$ 1.50	\$ 5,105.50	\$ 61,266.00
7/1/2036	6/30/2037	40,844	\$ 1.50	\$ 5,105.50	\$ 61,266.00

6. Termination.

Landlord and Tenant shall have the right to annually terminate the Lease, provided written notice at least Twelve (12) months prior to July 1 of each contract year

7. Notices:

Landlord-Superintendent Independent
School District 271 1350 W 106th St
Bloomington, MN 55431

Tenant-Superintendent Intermediate
School District 917 1300-145th St. E.
Rosemount, Mn. 55068

Independent School District 271

Date

- Intermediate School District 917

Date

1. PREMISES:

Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, for the term and upon the conditions hereinafter provided, the Premises described in Item 1 of the Data Sheet and Shown on Exhibit A. The Premises is located at, 9600 3rd Ave S Bloomington, MN 55420, Hennepin County, Minnesota (such land and building being hereinafter referred to as the "Project"). No exhibit attached to this Lease nor any other sales materials provided by Landlord shall constitute a warranty or agreement as to the configuration of the Project or the occupants thereof.

2. TERM:

2.1 The term of this Lease shall commence upon the "Commencement Date", which shall be August 1, 2027. Landlord shall reasonably accommodate Tenant's need to move items to the premises between Lease execution and commencement. Following the Commencement Date the term of this Lease shall continue for the Term as set forth in Item 2 of the Data Sheet. Any entry by Tenant prior to the Commencement Date shall be subject to all of the terms and conditions of this Lease.

2.2 This Lease shall be deemed a binding obligation of the parties regardless of when the Commencement Date occurs.

2.3 Landlord may at any time prepare a Supplement to this Lease confirming the Commencement Date. Tenant shall execute and return such Supplement within 10 days after submission unless Tenant gives written notice specifying in reasonable detail Tenant's objections thereto.

3. RENT:

Tenant shall pay as monthly "Base Rent" for the Premises as set forth in Item 4 & 5 of the Data Sheet. The Base Rent shall be paid in monthly installments, in advance, on the first day of each and every calendar month during the Term. If the term or final month of the Term of this Lease is less than a calendar month, Base Rent for such partial month shall be prorated at the rate of one-thirtieth of the monthly Base Rent for each day, payable in advance. Tenant will pay said Base Rent, together with Operating Costs and all other amounts due under this Lease, to Landlord at the Landlord Address set forth in Item 7 of the Data Sheet, or to such other party or to such other address as Landlord may designate from time to time by written notice to Tenant, without demand and without deduction, set-off or counterclaim.

4. CONTRIBUTION TO OPERATING COSTS:

4.1 Tenant shall, for the entire Term of this Lease, and without any set-off or deduction therefrom, pay to Landlord as per schedule set forth under Section 5 of the Data Sheet, based on the occupancy and use of the premises, as hereinafter defined, of all costs which Landlord may incur in maintaining and operating the entire Project. Said costs shall be referred to herein as "Operating Costs" and are hereby defined with respect to any calendar year to include but not be limited to the following costs incurred by Landlord, in such calendar year with respect to the Project: the cost of utilities (water, sewer, gas, telecommunication, internet and electric), insurance (including but not limited to liability insurance and fire and casualty insurance with rental abatement endorsement, and owners' protective liability insurance), security, badge access cards, rubbish removal, landscaping, lawn care, snow removal from parking areas and sidewalks; charges under maintenance and service contracts. The Tenant will be responsible for all day to day maintenance and custodial services and any damage to structure or existing equipment.

USE:

4.2 Tenant will not conduct or permit to be conducted any activity, or place any equipment in or about the Premises, which will in any way increase the rate of fire insurance or other insurance on the Project; and if any increase in the rate of fire insurance or other insurance is stated by any insurance company or by the applicable Insurance Rating Bureau to be due to activity or equipment of Tenant in or about the Premises, such statement shall be conclusive evidence that such increase in such rate is due to such activity or equipment and, as a result thereof, Tenant shall be liable for such increase and shall reimburse Landlord therefore and, further, shall discontinue or cause the discontinuance of such conduct or shall remove such equipment upon Landlord's demand made at any time thereafter.

4.3 Tenant shall not install, use, generate, store or dispose of in or about the Premises any hazardous substance, toxic chemical, pollutant or other material regulated by the Comprehensive Environmental Response, Compensation and Liability Act of 1985 or in the so-called Minnesota Superfund Bill or any similar law or regulation (including without limitation any material containing asbestos or PCB) without Landlord's written approval of each such substance. Landlord shall not unreasonably withhold its approval of use by Tenant of immaterial quantities of such substances customarily used in office/warehouse business operations so long as Tenant uses such substances in accordance with applicable laws. Tenant shall indemnify, defend and hold Landlord harmless from and against any claim, damage or expense arising out of Tenant's installation, use, generation, storage, or disposal of any such substance, regardless of whether Landlord has approved the activity.

5. ASSIGNMENT AND SUBLETTING:

5.1 Tenant will not assign, transfer, mortgage or encumber this Lease or sublet or rent or permit occupancy or use of the Premises, or any part thereof by any third party; nor shall any assignment or transfer of this Lease be effectuated by operation of law or otherwise, (any of the foregoing being hereinafter referred to as an "Assignment") without in each such case obtaining the prior written consent of Landlord. Tenant will pay the landlord's costs including attorney's fees incurred in considering the tenant's assignment request, whether or not such request is granted. The consent by Landlord to any Assignment shall not be construed as a waiver or release of Tenant from the terms of any covenant or obligation under this Lease, nor shall the collection or acceptance of rent from any transferee under an Assignment constitute an acceptance of the Assignment or a waiver or release of Tenant or any transferee of any covenant or obligation contained in this Lease, nor shall any Assignment be construed to relieve Tenant from the requirement of obtaining the consent in writing of Landlord to any further Assignment.

6. MAINTENANCE:

The property shall be professionally maintained at all times during the term of this Lease. Tenant has the sole responsibility to provide daily custodial services for the building (less the health clinic space). The landlord will provide for external maintenance of the building, parking lot(s) and/or on the property which is included in the operating cost payments by the tenant. Tenant agrees to keep and maintain the Premises and the fixtures and equipment therein in properly functioning, safe, orderly and sanitary condition, will make all necessary replacements thereto, will suffer no waste or injury thereto, and will at the expiration or other termination of the Term of this Lease, surrender the same with all improvements in the same order and condition in which they were on the Commencement Date, or in such better condition as they may hereafter be put, ordinary wear and tear and casualty damage to the extent covered by insurance excepted. Landlord shall make all necessary repairs to the outer walls, roof, downspouts, gutters and basic structural elements and common areas of the Project. Landlord shall also make all necessary repairs to the portions of the building systems (plumbing, sewage, heating, air conditioning and electrical) If a system wears out ISD 271 will incur the cost of replacement. If a building system is damaged by District 917, then District 917 will manage the repair and incur the replacement cost. Tenant shall be responsible for all other portions of the building systems serving the Premises. Notwithstanding anything apparently to the contrary in this section, any cost of repairs or improvements to the Project, to the Premises or to any common areas which are occasioned by the negligence or default of Tenant, its officers, employees, agents or invitees, or by requirements of law, ordinance or other governmental directive and which arise out of the nature of Tenant's use and occupancy of the Premises or the installations of Tenant in the Premises shall be paid for by Tenant, as additional rent hereunder, immediately upon billing (such as window glass, door breakage, HVAC operation, etc.).

7. ALTERATIONS; SIGNS; EQUIPMENT; MOVING:

7.1 Tenant will not make or permit anyone to make any alterations, decorations, additions or improvements, structural or otherwise, in or to the Premises or the Project without the prior written consent of the Landlord. As a condition precedent to consent of Landlord hereunder, Tenant agrees to obtain and deliver to Landlord such security against mechanic's liens as Landlord shall reasonably request. If any mechanic's lien is filed against any part of the Project for work claimed to have been done for, or materials claimed to have been furnished to, Tenant, such mechanic's lien shall be discharged by Tenant within ten days thereafter, at Tenant's sole cost and expense, by the payment thereof or by making any deposit required by law. Regardless of whether Landlord's consent is required or obtained hereunder: (i) all alterations shall be made in accordance with applicable laws, codes and insurance guidelines, and shall be performed in a good and workmanlike manner, and (ii) if the construction or installation of Tenant's alterations or fixtures causes any labor disturbance, Tenant shall immediately take any action necessary to end such labor disturbance. All alterations, decorations, additions or improvements in or to the Premises or the Project made by Tenant shall become the property of Landlord upon expiration of the Term and shall remain upon and be surrendered with the Premises as a part thereof without disturbance or injury, unless Landlord requires specific items thereof to be removed by Tenant at Tenant's sole expense, in which event Tenant shall do so prior to the expiration of the Term at its expense, and shall repair any damage caused thereby. Any restoration would be conducted through appropriate quote/bid requirements. Landlord reserves the right to have Tenant restore the Premises to their original condition upon expiration of the Term or termination of the Lease. Notwithstanding the foregoing, if (1) Tenant is not in default in the performance of any of its obligations under this Lease, (2) if any and all damage resulting therefrom be repaired, and (3) Tenant shall post such security with respect thereto as Landlord may reasonably request, Tenant shall have the right to remove, during the last 90 days of the term of this Lease, all movable furniture, furnishings or trade fixtures installed in the Premises at the direct expense of Tenant, provided the same is completed with no damage to the Premises.

7.2 Tenant shall not place or maintain any sign, advertisement or notice on any part of the outside of the Premises or the Project except (i) in such place, number, size, color and style as has been approved in writing by Landlord and (ii) in accordance with the sign criteria of the City of Bloomington. Tenant shall be allowed use of the monument sign at the southeast corner of 9600 3rd Ave S Bloomington, MN 55420. Tenant shall have use of all existing signs. Landlord provides the sign to Tenant "As-Is" and Tenant shall be responsible for all costs to modify the sign for Tenants use. Tenant shall be allowed to install window lettering, directional and informational signage throughout the property with Landlord approval. Tenant shall submit a sign plan to Landlord for the initial signage requested. Landlord shall not reasonably withhold approval of the sign plan. All signs not included in the sign plan must be approved by Landlord. Tenant shall remove all signs at the expiration or termination of this lease and restore the affected area to its original condition.

7.3 Tenant shall not install any equipment which will or may necessitate any changes, replacements or additions to, or in the use of, the heating, ventilating or air-conditioning system or electrical system of the Premises or the Project without first obtaining the prior written consent of Landlord. Landlord shall have the right at any time to limit the weight and prescribe the position of safes and other heavy equipment or fixtures.

7.4 Any and all damage or injury to the premises or the Project caused by moving the property of Tenant in or out of the Premises, or due to the same being on the Premises shall be repaired by, and at the sole cost of, Tenant.

7.5 Landlord and Tenant acknowledge that Tenant will make substantial improvements to the Premises consistent with its use of the Premises for classrooms and other spaces within the building. Reimbursement to Landlord by Tenant for all project costs for improvements to the Premises will be made within 45 days of receipt of invoice. Landlord agrees that if it terminates the lease early "without cause" or for "convenience purposes" or for Default or for Condemnation, Landlord will pay Tenant one tenth (1/10) of project costs multiplied by the number of years remaining in the lease term.

8. RIGHT OF ENTRY:

8.1 Tenant will permit Landlord, or its representative, to enter the Premises, to examine, inspect and protect the Premises, and to make such alterations, renovations restorations and/or repairs as in the judgment of Landlord may be deemed necessary or desirable for the Premises, for any other premises in the Project, or the Project itself (including access to distribution systems above the ceiling of the Premises), or to exhibit the same to prospective tenants during the last 180 days of the Term of this Lease or during any period Tenant is in default hereunder, or to prospective purchasers or lenders at any time. Landlord shall use reasonable efforts to not unreasonably interfere with the conduct of Tenant's business, but Landlord shall in no event be liable to Tenant for any damages in connection with such entry or installation.

8.2 Landlord reserves the right to impose such security restrictions in the common areas as it deems appropriate.

9. SERVICES AND UTILITIES:

Landlord shall provide access to electric and telephone service in accordance with Landlord's electric and telephone service regulations in effect from time to time, and Tenant shall comply with such regulations. Landlord shall not be liable for, and there shall be no abatement of rent by reason of, failure to furnish, or for delay or suspension in furnishing, any services to be provided by Landlord, caused by breakdown, maintenance, repairs, strikes, scarcity of labor or materials, energy conservation, or causes beyond Landlord's control. Tenant shall conserve heat, air conditioning, water and electricity and shall use due care in the use of the Premises and of the public areas in the Project.

10. PARKING

Tenant and Tenant's employees, customers and invitees shall have the priority to use the parking spaces located within the Project during school programming contact days additional dates to be determined. ISD 271 will have use of the parking lot for school athletic and activities events. Generally, these will be late afternoon, evening, and weekend hours as required by the scheduled events

11. WAIVER AND INDEMNITY:

11.1 Neither party (including its partners, officers, employees, agents and representatives) shall not be liable to the other, or those claiming by, through or under said party, for any injury, death or property damage occurring in, on or about the Project, except as a result of any negligence by the other party. Without limitation of the foregoing, neither party shall not be liable to the other party for any, and both parties hereby release each other from all damage, compensation or claims arising from: loss or damage to books, records, files, money, securities, negotiable instruments or other papers in or about the Premises; the necessity of repairing any portion of the Project or the amenities within or without the Project; the interruption in the use of the Premises; accident or damage resulting from the use or operation by Landlord, Tenant, or any other person or persons whatsoever of elevators, or heating, cooling, electrical or plumbing equipment or apparatus; any fire, robbery, theft, or any other casualty; any leakage or bursting of pipes or water vessels or any roof or wall leakage, in any part or portion of the Premises or the Project; water, rain, snow or underground water that may leak into, flow on, or flow from, any part of the Premises or the Project.

11.2 Both parties shall indemnify and save each other harmless, except as a result of any negligence by the other party, from and against all liabilities, obligations, damages, fines, penalties, claims, demands, costs, charges, judgments and expenses, including, but not limited to, reasonable architects and attorneys' fees, which may be imposed upon or incurred or paid by or asserted against the party, the Property or any interest therein by reason of or in connection with any of the following occurring during the term of this Lease: (i) Any alterations in or to the Premises (ii) The use, non-use, possession, occupation, condition, operation, maintenance or management of the Premises; (iii) Any negligent or tortious act on the part of either party or any of its agents, contractors, servants, employees, licensees, invitees; (iv) Any accident, injury, death or damage to any person or property occurring in or on the Premises; and (v) Any failure on the part of either party to perform or to comply with any of the covenants, agreements, terms to, provisions, conditions or limitations contained in this Lease on its part to be performed or complied with. Nothing contained in Section 12.2 shall be deemed to require either party to indemnify the other party to any extent prohibited by law.

12. INSURANCE:

12.1 Tenant agrees to purchase, in advance, and to carry in full force and effect the following insurance:

- (a) "Special" property insurance covering the full replacement value of all of Tenant's leasehold improvements, trade fixtures and personal property within the Premises.
- (b) Commercial General Liability insurance covering all acts of Tenant, its employees, agents, representatives and guests on or about the Premises, containing a contractual liability endorsement, in a combined single limit in an amount equal to the liability limits imposed on Tenant by Minnesota Statute 466.04 not to exceed \$1,000,000, and written on an "occurrence" basis.

12.2 All of Tenant's insurance shall name Landlord as an additional insured and shall provide for 30 days written notice to Landlord prior to cancellation, non-renewal or material modification. Certificates of all such insurance shall be delivered to the Landlord prior to occupancy of the Premises by Tenant and at least thirty days prior to the termination date of any existing policy. Such insurance may be in the form of blanket or umbrella policies so long as the Premises are specifically designated therein.

12.3 Landlord agrees to purchase in advance, and to carry in full force and effect the following insurance:

- (a) "Special" property insurance coverage on the Project, exclusive of Tenant's leasehold improvements, in such amount as Landlord deems prudent.
- (b) Commercial general liability insurance covering the Project, in a combined single limit amount of not less than \$1,000,000, and written on an "occurrence" basis.
 - 1) Additional Insured status in favor of the District on a Primary and Non-Contributory Basis required by the Tenant.
 - 2) Waiver of Subrogation in favor of the District on all lines of coverage is required by the Tenant.
 - 3) There is no formal disclosure or request of Business Auto, Workers Compensation or Umbrella coverage (\$5,000,000 limit) as required in the standard requirements noted above.

13. WAIVER OF CLAIMS AND SUBROGATION

Notwithstanding any other provision in this Lease to the contrary, Landlord and Tenant hereby release one another from any and all liability or responsibility (to the other or anyone claiming through or under them by way of subrogation or otherwise) for any loss or damage covered by property insurance or coverable by a customary policy of the insurance required by Section 13.1(a) or 13.3(a) hereof (whichever is applicable), even if such loss or damage shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible.

14. FIRE OR OTHER CASUALTY:

If the Premises or the Project shall be partially damaged by fire or other cause Landlord shall at its option either (a) undertake to restore such damage with all due diligence, or (b) in the event the Premises or the Project are damaged by fire or other cause to such extent that damage cannot, in Landlord's sole judgment, be economically repaired within 90 days after the date of such damage (taking into account the time necessary to effectuate a satisfactory settlement with any insurance company and using normal construction methods without overtime or other premium), terminate this Lease, by notice given to Tenant within 60 days after the date of the damage. Any termination hereunder by reason of damage to the Premises shall be effective as of the date of the damage. Any termination by reason of damage to the Project but not the Premises shall be effective as of the date notice is given. This Lease shall, unless terminated by Landlord pursuant to this Section 19, remain in full force and effect following such damage, and, in the case of damage to the Premises, the Base Rent and additional rent, prorated to the extent that the Premises are rendered untenable, shall be equitably abated until such repairs are completed; Building coverage provided by building owner shall include improvements and betterments made to the property completed prior to tenant's occupancy.

15. CONDEMNATION:

If the whole or any substantial part of the Premises shall be taken or condemned or purchased under threat of condemnation by any governmental authority, then the Term of this Lease shall cease and terminate as of the date when the condemning authority takes possession of the Premises and Tenant shall have no claim against the condemning authority, Landlord or otherwise for any portion of the amount that may be awarded as damages as a result of such taking or condemnation or for the value of any unexpired term of this Lease; provided, however, that Landlord shall not be entitled to any separate award made to Tenant for loss of business or costs of relocation. In the event part of the Project, but not the Premises, is condemned to the extent that the Project cannot, in Landlord's sole judgment, be economically restored within a reasonable time, Landlord shall have the option by notice given to Tenant within 90 days after the date the condemning authority takes possession to terminate this Lease as of the date of such possession.

15 DEFAULT:

15.1 Any one of the following events shall constitute an Event of Default:

- (i) Tenant shall fail to pay any monthly installment of Base Rent or additional rent as herein provided, and such default shall continue for a period of 15 days after the due date therefore;
- (ii) Tenant shall violate or fail to perform any of the other conditions, covenants or agreements herein made by Tenant and such default shall continue for 15 days after notice from Landlord;
- (iii) Tenant shall file or have filed against it or any guarantor of this Lease any bankruptcy or other creditor's action, or make an assignment for the benefit of its creditors.
- (iv) Landlord fails to adequately provide maintenance or operating cost services (included in sections 4 and 6 above)
- (v) Landlord fails to provide Covenant of Quiet Enjoyment

15.2 If an Event of Default shall have occurred and be continuing, whether or not Landlord elects to terminate this Lease, Landlord may enter upon and repossess the Premises (said repossession being hereinafter referred to as "Repossession") by force, summary proceedings, ejectment or otherwise, and may remove Tenant and all other persons and property therefrom.

15.3 From time to time after Repossession of the Premises, whether or not this Lease has been terminated, Landlord may, but shall not be obligated to, attempt to relet the Premises for the account of Tenant in the name of Landlord or otherwise, for such term or terms (which may be greater or less than the period which would otherwise have constituted the balance of the Term) and for such terms (which may include concessions or free rent) and for such uses as Landlord, in its uncontrolled discretion, may determine, and may collect and receive the rent therefore. Any rent received shall be applied against Tenant's obligations hereunder, but Landlord shall not be responsible or liable for any failure to collect any rent due upon any such reletting.

15.4 No termination of this Lease pursuant to Section 16.2 shall relieve Tenant of its liabilities and obligations under this Lease, all of which shall survive any such termination or Repossession. In the event of any such termination or Repossession, whether or not the Premises shall have been relet, Tenant shall pay to Landlord the Base Rent and other sums and charges to be paid by Tenant up to the time of such termination or Repossession

15.5 Landlord shall in no event be considered to be in default of Landlord's obligations hereunder until the expiration of a reasonable time after notice of default from Tenant.

16 LANDLORD'S RIGHT TO CURE DEFAULT; LATE PAYMENT; BAD CHECKS:

16.1 If Tenant defaults in the making of any payment, or in the doing of any act herein required to be made or done by Tenant, or does or suffers any act prohibited herein, then Landlord may, but shall not be required to, make such payment or do such act, or correct any damage caused by such prohibited act and to enter the Premises as appropriate in connection therewith, and the amount of the expense thereof, if made or done so by Landlord, shall be paid by Tenant to Landlord and shall constitute additional rent hereunder due and payable with the next monthly installment of rent; but the making of such payment or the doing of such act by Landlord shall not operate to cure such default or to stop Landlord from the pursuit of any remedy of which Landlord would otherwise be entitled.

16.2 If any installment of rent is not paid by Tenant within fifteen days after the same becomes due and payable: (i) a late charge in the amount of \$25.00 per day shall become immediately due and payable as additional rent;

16.3 A bad check charge in the amount of \$100.00 shall become immediately due and payable as additional rent on any rent check returned without being paid.

17 WAIVER:

No waiver by either party of any breach of any agreement herein contained shall operate as a waiver of such agreement itself, or of any subsequent breach thereof. No payment by Tenant or receipt by Landlord of a lesser amount than the monthly installments of rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or letter accompanying a check for payment of rent be deemed an accord and satisfaction, nor shall acceptance of rent with knowledge of breach constitute a waiver of the breach, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent, to terminate this Lease, to Repossess the Premises or to pursue any other remedy provided in this Lease. No re-entry by Landlord, and no acceptance by Landlord of keys from Tenant, shall be considered an acceptance of a surrender of the Lease.

18 RULES AND REGULATIONS:

Tenant shall use the Premises and the common areas of the Project in accordance with the terms of this Lease and such additional rules and regulations as may from time to time be reasonably made by the Landlord for the general safety, comfort and convenience of the owners, occupants and tenants of the Project, and Tenant shall use its best efforts to cause Tenant's customers, employees and invitees to abide by such rules and regulations.

19 COVENANT OF QUIET ENJOYMENT:

Landlord covenants that it has the right to make this Lease for the term aforesaid and covenants that if Tenant shall pay the rent and perform all of the covenants, terms and conditions of this Lease to be performed by Tenant, Tenant shall, during the term hereby created, freely, peaceably and quietly occupy and enjoy the full possession of the Premises. The term "Landlord" as used in this Lease shall mean solely the owner of the Project and underlying land, or in the case of a sale-leaseback, the lessee of the underlying land, at the relevant time. The liability of the original Landlord and any successor Landlord under this Lease is limited to its interest in the Project.

20 NO REPRESENTATIONS BY LANDLORD:

Neither Landlord nor any agent or employee of Landlord has made any representations or promises with respect to the Premises or the Project except as herein expressly set forth, and no right, privileges, easements or licenses are acquired by Tenant except as herein expressly set forth. Tenant has no right to light or air over any premises adjoining the Project. The Tenant, by taking possession of the Premises, shall accept the same "as is" except as expressly provided in this Lease and such taking of possession shall be conclusive evidence that the Premises and the Project are in good and satisfactory condition at the time of such taking of possession.

21 NOTICES:

All notices or other communications hereunder shall be in writing and shall be hand delivered or sent by registered or certified first-class mail, postage prepaid, or by overnight air express service, (i) if to Landlord at the Landlord Address set forth on Item 7 of the Data Sheet, and (ii) if to Tenant, at the Premises, unless notice of a change of address is given pursuant to the provisions of this Section. The day notice is given by mail shall be deemed to be the day following the day of mailing.

22 ESTOPPEL CERTIFICATES:

Tenant agrees at any time and from time to time, upon not less than five days prior written notice by Landlord, to execute, acknowledge and deliver to Landlord or a party designated by Landlord a statement in writing (i) certifying that this Lease is unmodified and in full force and effect, or if there have been modifications, that the Lease is in full force and effect as modified and stating the modifications, (ii) stating the dates to which the rent and other charges hereunder have been paid by Tenant, (iii) stating whether or not Landlord is in default in the performance of any covenant, agreement or condition contained in this Lease, and, if so, specifying each such default (iv) agreeing that Tenant and Landlord will not thereafter modify the Lease without the approval of any mortgagee identified by Landlord, and (v) agreeing that, except for any security deposit required herein, Tenant shall not prepay any rent more than 30 days in advance, and (vi) such other matters relating to this Lease as may reasonably be requested. Any such statement delivered pursuant hereto may be relied upon by any owner of the Project, any prospective purchaser of the Project, any mortgagee or prospective mortgagee of the Project or of Landlord's interest, or any prospective assignee of any such mortgagee. Tenant acknowledges that failure to comply with this Section on a timely basis could result in loss of a favorable sale or financing and Tenant agrees to be liable for any consequential damages resulting from Tenant's breach hereunder.

23 SURRENDER; HOLDING OVER:

Upon the expiration of this Lease or the earlier termination of Tenant's right to possession, Tenant shall immediately vacate the Premises, remove all of its property therefrom and leave the Premises in the condition required by this Lease. Any property not removed shall be deemed abandoned, and Tenant shall be liable for all costs of removal. Should the Tenant continue to occupy the Premises, or any part thereof, after the expiration or termination of the Term, whether with or without the consent of the Landlord, such tenancy shall be from month to month and the monthly Base Rent and Additional Rent shall be twice that which would otherwise be payable under Section 4 of the Data Sheet. If Tenant's holdover is without the consent of Landlord, neither this Section nor the acceptance of any rent hereunder shall prevent Landlord from exercising any remedy to regain immediate possession of the Premises.

24 ENERGY CONSERVATION:

Wherever in this Lease any terms, covenants or conditions are required to be kept or performed by the Landlord, the Landlord shall be deemed to have kept and performed such terms, covenants and conditions notwithstanding any act or omission of Landlord, if such act or omission is pursuant to any governmental regulations, requirements, directives or requests. Without limiting the generality of the foregoing, the Landlord may reduce the quantity and quality of all utility and other services and impose such regulations as the Landlord deems necessary in order to conserve energy.

25 MISCELLANEOUS:

(a) This is a Minnesota contract and shall be construed according to the laws of Minnesota.

(b) The captions in this Lease are for convenience only and are not a part of this Lease.

(c) If more than one person or entity shall sign this Lease as Tenant, the obligations set forth herein shall be deemed joint and several obligations of each such party.

(d) Time is of the essence.

(e) The provisions of this Lease which relate to periods subsequent to the expiration of the Term shall survive expiration.

(f) This Lease shall be binding upon and insure to the benefit of the parties hereto and, subject to the restrictions and limitations herein contained their respective heirs, successors and assigns.

IND. SCHOOL DISTRICT 271

Its

Date

INT. SCHOOL DISTRICT 917

Its

Date



Intermediate School District 917

Purposeful. Personalized. Partners.

1300 145th Street East, Rosemount, MN 55068

(651) 423-8229 + www.isd917.org

To: ISD 917 School Board Members
Dr. Michael Favor, Superintendent

From: Mark Johns, Director of Finance

Date: August 4, 2026

Re: Review and Approval of Temporary Work Agreements and Other
Employee Earnings

Pertinent Facts:

- Temporary Employee Work Agreements and Other Earnings outside of union or non-union contracts must be reviewed and approved by the Board each fiscal year. It is an audit requirement for the Board to review and approve these reports annually.
- Enclosed for your review and approval are the temporary work agreements (TWA's) for the fiscal year 2025-26, totaling is **\$964,584**. Costs incurred are from summer school, training, meetings outside the workday, and other miscellaneous expenses. items (see attached TWA report). These expenditures are \$4,132 higher than last year.
- The district also has Other Employee Earnings for the fiscal year 2025-26 totaling **\$279,581**. The costs incurred are from due process, referral bonuses, and misc. items (see attached Other Employee Earnings report). These expenditures are \$75,223 lower than last year.

Recommendation:

Board approval recommendation to approve fiscal year 2025-26 TWA's and the Other Earnings for the 2025-26 school year.

Other Earning Dollars:

July 1, 2025 to June 30, 2026

	Description	Jul - Jun FY26	Jul - Jun FY25	Difference	
050	HOURLY	\$11,819	\$9,676	\$2,142	
055	STORY CIRCLES	\$0	\$0	\$0	
065	DUE PROCESS WORK SESSION	\$113,776	\$94,160	\$19,615	Increased hours from 1,730 to 2,025
140	REFERRAL BONUS	\$5,250	\$5,000	\$250	
145	COME TCH IN MN GRANT			\$0	
160	ATTENDANCE BONUS	\$76,250	\$152,500	(\$76,250)	Lowered Attendance Bonus in FY26 from \$1,000 to \$500
200	SUB PA/CA	\$2,873	\$1,325	\$1,549	
201	SUB HOURLY TEACHER	\$0	\$0	\$0	
202	SUB INTERPRETER	\$479	\$2,267	(\$1,788)	
203	PA SUB TEACHER PAY	\$37,643	\$45,904	(\$8,260)	
204	SUB HEALTH ASSOC	\$0	\$0	\$0	
510	TRAINING 185 HOURLY	\$10,710	\$29,129	(\$18,419)	
520	TRAINING 186 HOURLY	\$16,951	\$13,427	\$3,524	
530	SAFETY COMMITTEE	\$3,107	\$380	\$2,727	
650	UNPLANNED ADDITIONAL TIME	\$723	\$1,286	(\$563)	
660	MISC HOURLY STIPEND	\$0	\$0	\$0	
661	MISC OTHER STIPEND	\$0	(\$250)	\$250	
Total Dollars Paid		\$279,581	\$354,804	(\$75,223)	

% Difference from Last Year

-21.2%

Temporary Work Agreement (TWA's): Dollars Contracted

July 1, 2025 to June 30, 2026				
Position / Title	FY26	FY25	Difference	
Admin. Assistant		1,400	(1,400)	
Audiologist	3,575	3,048	527	
BCBA	46,306	34,024	12,282	
Braillist	364		364	
Classroom Assistant		111,272	(111,272)	Classified as ESP
Custodian	11,569	10,267	1,301	
DAPE Teacher	296		296	
DHH - Teacher	17,298	24,762	(7,465)	
District Business Office	77,701	133,692	(55,991)	Reduced Marci Levy (Perkins) and N. Roush
Educational Support Professional	224,222	31,407	192,816	Classified as Classroom Assistant
English Learner Teacher	441	1,118	(677)	
Health Associate	426	2,495	(2,069)	
Intake Coordinator	63,005	3,173	59,832	TWA with Noelle Meyer for Perkins
Intervener Assistant	26,385	9,854	16,531	
jkalfjkl;jfk		1,842	(1,842)	
Lead Teacher	45,174	34,113	11,061	
Mental Health Practitioner	17,444	19,776	(2,333)	
Nurse	38,320	49,824	(11,504)	
Occupational Therapist		1,152	(1,152)	
PHD Teacher	2,593	14,494	(11,901)	
Physical Therapist	4,829	4,489	341	
Program Assistant		65,483	(65,483)	Classified as ESP
Psychologist	5,252	4,620	632	
RBT	10,514	10,664	(150)	
Reading Specialist	16,870	10,661	6,209	
Secondary Teacher	35,943	10,979	24,964	Additional time for on-line in Secondary
SLI - Interpreter	34,669	32,780	1,889	
SLP - Speech Language Pathologist	5,259	6,370	(1,111)	
Social Worker	3,600	122	3,478	
SPED Teacher	225,583	242,377	(16,793)	
Student Assistant	582		582	
Technology Coach	9,312		9,312	
Vision-TVl	37,052	84,194	(47,142)	FY25 had to cover a leave of absence
Total Dollars Contracted	964,584	960,452	4,132	

Percentage Chage

0.4%

506 STUDENT DISCIPLINE

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

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

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

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

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

students of the school district.

III. DEFINITIONS

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

IV. POLICY

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

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

V. AREAS OF RESPONSIBILITY

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

impairs a student's ability to breathe; restricts or impairs a student's ability to communicate distress; places pressure or weight on a student's head, throat, neck, chest, lungs, sternum, diaphragm, back, or abdomen; or results in straddling a student's torso.

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

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

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

paragraph (c).

3. Any reasonable force used under Minnesota Statutes, sections 121A.582; 609.06, subdivision 1; and 609.379 which intends to hold a child immobile or limit a child's movement where body contact is the only source of physical restraint or confines a child alone in a room from which egress is barred shall be reported to the Minnesota Department of Education as a restrictive procedure, including physical holding or seclusion used by an unauthorized or untrained staff person.

VI. STUDENT RIGHTS

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

VII. STUDENT RESPONSIBILITIES

All students have the responsibility:

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

policy;

- L. To avoid inaccuracies in student newspapers or publications and refrain from indecent or obscene language;
- M. To conduct themselves in an appropriate physical or verbal manner; and
- N. To recognize and respect the rights of others.

VIII. CODE OF STUDENT CONDUCT

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

cigarettes, or tobacco paraphernalia in violation of the school district's Tobacco-Free Environment; Possession and Use of Tobacco, Tobacco-Related Devices, and Electronic Delivery Devices Policy;

9. Using, possessing, distributing, intending to distribute, making a request to another person for (solicitation), or being under the influence of alcohol or other intoxicating substances or look-alike substances;
10. Using, possessing, distributing, intending to distribute, making a request to another person for (solicitation), or being under the influence of narcotics, drugs, or other controlled substances (except as prescribed by a physician), or look-alike substances (these prohibitions include medical marijuana or medical cannabis, even when prescribed by a physician, and one student sharing prescription medication with another student);
11. Using, possessing, or distributing items or articles that are illegal or harmful to persons or property including, but not limited to, drug paraphernalia;
12. Using, possessing, or distributing weapons, or look-alike weapons or other dangerous objects;
13. Violation of the school district's Weapons Policy; 14. Possession of ammunition, including, but not limited to, bullets or other projectiles designed to be used in or as a weapon;
15. Possession, use, or distribution of explosives or any compound or mixture, the primary or common purpose or intended use of which is to function as an explosive;
16. Possession, use, or distribution of fireworks or any substance or combination of substances or article prepared for the purpose of producing a visible or an audible effect by combustion, explosion, deflagration or detonation;
17. Using an ignition device, including a butane or disposable lighter or matches, inside an educational building and under circumstances where there is a risk of fire, except where the device is used in a manner authorized by the school;
18. Violation of any local, state, or federal law as appropriate;
19. Acts disruptive of the educational process, including, but not limited to, disobedience, disruptive or disrespectful behavior, defiance of authority, cheating, insolence, insubordination, failure to identify oneself, improper activation of fire alarms, or bomb threats;
20. Violation of the school district's Internet Acceptable Use and Safety Policy;
21. Use of a cell phone in violation of the school district's Internet Acceptable Use and Safety Policy;

22. Violation of school bus or transportation rules or the school district's Student Transportation Safety Policy;
23. Violation of parking or school traffic rules and regulations, including, but not limited to, driving on school property in such a manner as to endanger persons or property;
24. Violation of directives or guidelines relating to lockers or improperly gaining access to a school locker;
25. Violation of the school district's Search of Student Lockers, Desks, Personal Possessions, and Student's Person Policy;
26. Possession or distribution of slanderous, libelous, or pornographic materials;
27. Violation of the school district's Bullying Prohibition Policy, unless otherwise indicated in the student's Individualized Education Program (IEP);
28. Student attire or personal grooming which creates a danger to health or safety or creates a disruption to the educational process, including clothing which bears a message which is lewd, vulgar, or obscene, apparel promoting products or activities that are illegal for use by minors, or clothing containing objectionable emblems, signs, words, objects, or pictures communicating a message that is racist, sexist, or otherwise derogatory to a protected minority group or which connotes gang membership;
29. Criminal activity;
30. Falsification of any records, documents, notes, or signatures;
31. Tampering with, changing, or altering records or documents of the school district by any method including, but not limited to, computer access or other electronic means;
32. Scholastic dishonesty which includes, but is not limited to, cheating on a school assignment or test, plagiarism, or collusion, including the use of picture phones or other technology to accomplish this end;
33. Impertinent or disrespectful words, symbols, acronyms, or language, whether oral or written, related to teachers or other school district personnel;
34. Violation of the school district's Harassment and Violence Policy;
35. Actions, including fighting or any other assaultive behavior, which causes or could cause injury to the student or other persons or which otherwise endangers the health, safety, or welfare of teachers, students, other school district personnel, or other persons;
36. Committing an act which inflicts great bodily harm upon another person, even

though accidental or a result of poor judgment;

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

IX. RECESS AND OTHER BREAKS

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

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

X. DISCIPLINARY ACTION OPTIONS

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

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

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

XI. REMOVAL OF STUDENTS FROM CLASS

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

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

- 1. Willful conduct that significantly disrupts the rights of others to an education,

including conduct that interferes with a teacher's ability to teach or communicate effectively with students in a class or with the ability of other students to learn;

2. Willful conduct that endangers surrounding persons, including school district employees, the student or other students, or the property of the school;
3. Willful violation of any school rules, regulations, policies or procedures, including the Code of Student Conduct in this policy; or
4. Other conduct, which in the discretion of the teacher or administration, requires removal of the student from class.

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

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

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

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

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

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

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

enforcement.

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

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

XII. DISMISSAL

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

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

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

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

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

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

- C. Disciplinary Dismissals Prohibited

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

b. kindergarten through Grade 3.

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

D. Suspension Procedures

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

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

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

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

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

E. Expulsion and Exclusion Procedures

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

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

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

educational testimony.

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

XIII. ADMISSION OR READMISSION PLAN

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

counseling, social work services, mental health services, referrals for special education or 504 evaluation, and evidence-based academic interventions. The plan must include reasonable attempts to obtain parental involvement in the admission or readmission process, and may indicate the consequences to the student of not improving the student's behavior. The readmission plan must not obligate parents or guardians to provide a sympathomimetic medication for their child as a condition of readmission.

XIV. NOTIFICATION OF POLICY VIOLATIONS

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

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

XV. STUDENT DISCIPLINE RECORDS

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

XVI. STUDENTS WITH DISABILITIES

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

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

team will review the behavioral intervention plan and modify it as necessary to address the behavior.

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

XVII. OPEN ENROLLED STUDENTS

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

XVIII. DISCIPLINE COMPLAINT PROCEDURE

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

The Discipline Complaint Procedure must, at a minimum:

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

6. prohibit reprisals or retaliation against any person who asserts, alleges, or reports a complaint, and provide procedures for applying appropriate consequences for a person who engages in reprisal or retaliation.

XIX. DISTRIBUTION OF POLICY

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

XX. REVIEW OF POLICY

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

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

<i>Cross References:</i>	MSBA/MASA Model Policy 413 (Harassment and Violence)
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MSBA/MASA Model Policy 419 (Tobacco-Free Environment; Possession and Use of Tobacco, Tobacco-Related Devices, and Electronic Delivery Devices; Vaping Awareness and Prevention Instruction)

MSBA/MASA Model Policy 501 (School Weapons)

MSBA/MASA Model Policy 502 (Search of Student Lockers, Desks, Personal Possessions, and Student's Person)

MSBA/MASA Model Policy 503 (Student Attendance)

MSBA/MASA Model Policy 505 (Distribution of Nonschool-Sponsored Materials on School Premises by Students and Employees)

MSBA/MASA Model Policy 507.5 (School Resource Officers)

MSBA/MASA Model Policy 514 (Bullying Prohibition Policy)

MSBA/MASA Model Policy 524 (Internet Acceptable Use and Safety Policy)

MSBA/MASA Model Policy 525 (Violence Prevention)

MSBA/MASA Model Policy 526 (Hazing Prohibition)

MSBA/MASA Model Policy 527 (Student Use and Parking of Motor Vehicles; Patrols, Inspections, and Searches)

MSBA/MASA Model Policy 610 (Field Trips)

MSBA/MASA Model Policy 709 (Student Transportation Safety Policy)

MSBA/MASA Model Policy 711 (Video Recording on School Buses)

MSBA/MASA Model Policy 712 (Video Surveillance Other Than on Buses)



Intermediate School District 917

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1300 145th Street East, Rosemount, MN 55068 (651)

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

Dr. Michael Favor

TO: School Board

FROM: Dr. Michael Favor

DATE: August 4, 2026

RE: Policies

The policies listed below are a first and final reading:

- **456 Substitute Pay Schedule** – Annual review, no changes
- **506 Student Discipline** – Annual review, no changes

456 SUBSTITUTE INSTRUCTOR PAY SCHEDULE

I. Definition

A daily substitute teacher is a person hired to replace an absent teacher on a daily basis to cover the teacher's regular assignment for that day pursuant to the direction of the building principal or assigned supervisor.

A long-term substitute teacher is a person hired to replace an absent teacher on a long-term basis to cover the teacher's regular assignment performing all duties of the absent teacher pursuant to the direction of the building principal or assigned supervisor. In accordance with Minn. Stat. section 179.03, a licensed long-term substitute shall be considered a long-term substitute when they are in the same position for 31 days or more.

II. Compensation

Daily substitute teachers shall be paid an established hourly rate, consistent with the portion of the day actually worked or required, as specified in the payment policies, if the District uses a contracted service.

Long-term substitute teachers will be paid in accordance with the agreed-upon placement on the teacher salary schedule.

The Board of Education shall annually approve the daily substitute hourly rate prior to the beginning of each school year.

III. Benefits

Regular daily and long-term teacher substitutes are not entitled to insurance benefits granted to regular or part-time district teachers. Long-term substitute teachers are eligible for pro-rated leave benefits.

IV. Internal Substitute Instructor

District 917 teachers assigned by their principal/supervisor to teach beyond their normal student contact hours shall be paid their hourly rate, pro rata to their contract, for the additional student contact time.

District 917 program assistants with teacher licensure who agree to a substitute assignment for a short-term assignment shall be paid their program assistant's hourly rate or the teacher's daily substitute hourly rate, whichever is greater. The program assistant will also maintain their insurance and leave benefits. When a program assistant agrees to a long-term substitute assignment, hourly pay will be determined by the agreed-upon placement on the teacher salary schedule. The program assistant will also maintain their insurance and leave benefits when in a long-term teacher substitute assignment.

V. Summer School Substitute Instructor Pay

Summer school substitute instructors shall be paid the daily substitute teacher rate. District 917 shall pay teachers who substitute during summer school sessions at their hourly rate, pro rata to the employee's contract.

AGREEMENT

between

INTERMEDIATE SCHOOL DISTRICT NO. 917

and

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

Effective July 1, 20264, through June 30, 20286

Board Approved: August 4, 2026~~September 3, 2024~~

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ARTICLE I PURPOSE

Section 1. Parties: This Agreement is entered into between the School Board of Intermediate School District No. 917, Rosemount, Minnesota, (hereinafter referred to as the School Board or School District) and the 917 Related Services Nurses Educational Support Professionals, Local 7333, Education Minnesota (hereinafter referred to as the Union) pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, (hereinafter referred to as the PELRA) to provide the terms and conditions of employment for employees represented by the 917 Related Services Nurses Educational Support Professionals, Education Minnesota, (hereinafter referred to as health associates) for the duration of this Agreement.

ARTICLE II RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: In accordance with the PELRA, the School District recognizes 917 Related Services Nurses Educational Support Professionals, Local 7333, Education Minnesota, as the exclusive representative of health associates employed by the School District, which exclusive representative shall have those rights and duties as prescribed by the PELRA and as described in the provisions of this Agreement.

Section 2. Appropriate Unit: The Union shall represent all the health associates of the district as defined in this Agreement and in the PELRA and by certification of the Bureau of Mediation Services, dated February 10, 2005, BMS Case No. 05-PCE-609.

Section 3. Exclusive Representative Leave Time

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

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

Subd. 3. At the beginning of each school year, the Union shall be credited with ten (10) hours to be used at the discretion of the Local for the purpose of conducting its duties as exclusive representative. The Union has the option of purchasing additional hours at the regular hourly rate (including FICA) for a substitute health associate. It is understood that if, for whatever reason, a substitute is not available on the day for which exclusive bargaining leave is requested, the approval for that leave shall be automatically rescinded. The Union President will notify the Superintendent or their designee at least three (3)

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

ARTICLE III DEFINITIONS

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

Section 2. Health Associates: Health associates shall mean all employees employed by the School District who are responsible for the implementation of health services and who provide for the health care needs of individual students who require frequent care throughout the school day in order to attend school, but excludes licensed school nurses (LSNs). Health associates must be qualified in accordance with the health associate position description. Health associates will be assigned duties as per the position description and per MN statute 148.171. The term health associates as used herein will exclude the following: supervisory, administrative, and confidential employees, program assistants, pupil support assistants, teachers, licensed school nurses, essential employees, part-time employees whose services do not exceed the lesser of fourteen (14) hours per week or thirty-five percent (35%) of the normal work week in the employee's bargaining unit, employees who hold positions of a temporary or seasonal character for a period not in excess of 67 working days in any calendar year, and emergency employees.

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

ARTICLE IV EMPLOYEE RIGHTS

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

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

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

Section 4. Use of School Buildings, Facilities, Equipment and Inter-School Mail: The Union shall have the right to usage of the School District's facilities and resources for the purpose of communicating to its members. The School District's resources include, but are not limited to, School District buildings, equipment, facilities, inter-school mail, email, and telephone system. The Union agrees that it will not use such resources so as to disturb or interfere with the educational process.

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

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

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

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

ARTICLE V SCHOOL DISTRICT RESPONSIBILITIES

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

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

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

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

ARTICLE VI HOURS OF SERVICE – LENGTH OF SCHOOL YEAR

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

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

Subd. 2. Break Period: Health associates shall receive a fifteen (15) minute paid break in the morning and a fifteen (15) minute paid break in the afternoon. If mutually agreed between the teacher or licensed school nurse (LSN) and health associate, the breaks may be combined to provide a lunch break. Health associates who work at least four (4) hours per day shall receive a fifteen (15) minute paid break. The morning break shall begin no sooner than one-half (1/2) hours after the start of the student contact day. If a health associate is required to work because of an emergency or other operational need, as

determined by the School District, they shall be paid at their regular rate of pay for the additional time.

Section 2. Duty Year: The duty year for full-time health associates under this Agreement shall be as annually determined by the School District, but not less than the number of student days. Health Associates shall work two (2) days during workshop week as scheduled by their supervisor.

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

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

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

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

Section 5. Overtime: All hours worked by an employee beyond eight (8) hours per day or forty (40) hours per week shall be compensated at one and a half (1.5) times the health associate's hourly rate of pay.

ARTICLE VII BASIC SALARIES

Section 1. Basic Salaries - Regular Employees:

Subd. 1. Effective July 1, 202~~6~~⁴, Health Associates shall be compensated in accordance with Salary Schedule A.

Subd. 2. Effective July 1, 202~~7~~⁵, Health Associates shall be compensated in accordance with Salary Schedule B.

Subd. 3. Effective July 1, 202~~6~~⁴, eligible Health Associates will advance one (1) step on Salary Schedule A from their step on the salary schedule for 202~~5~~³-202~~6~~⁴. Effective July

1, 202~~75~~, eligible Health Associates will advance one (1) step on Salary Schedule B from their placement on the salary schedule for 202~~64~~-202~~75~~ (Salary Schedule A). The School District reserves the right to withhold step advancement or other salary increase in individual cases for just cause, subject to the grievance procedure. In the event a successor agreement is not entered into prior to July 1, 20~~82~~6, a health associate shall remain at the same step as compensated during the 202~~75~~-202~~86~~ contract year until a successor agreement is reached, which agreement shall govern step advancement, if any.

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

Year of Continuous Employment	202 64 - 202 86
In Years 4-6	\$ 2.00
In Years 7-98-12	\$3.00
In Years 10-1213-17	\$4.00
In Years 13-1518-21	\$5.00
In Years 16-1822-23	\$6.00
In Years 1924 and beyond	\$7.00

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

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

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

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

ARTICLE VIII

GROUP INSURANCE

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

Section 2. Health and Hospitalization Insurance:

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

~~Subd. 2. Dependent Coverage: Effective July 1, 2024, the School District shall contribute an amount not to exceed \$1784 per month for dependent coverage for each eligible employee employed by the School District who qualifies for and is enrolled in the School District group health and hospitalization plan and who qualifies for dependent coverage. Effective January 1, 2025, the total monthly contribution shall increase, but shall not exceed \$1784 per month. Effective January 1, 2026, the school district shall no longer offer this plan to employees. The cost of the premium not contributed by the School District shall be borne by the employee and paid by payroll deduction. In the event that the School District's contribution for family coverage is discriminatory or illegal, the union will hold the School District harmless and indemnify the School District from any and all action, suits, claims, damages, judgments and other forms of liability which any person may have or claim to have arising out of or by reason of the School District's contribution toward family coverage. This subdivision shall not apply to those eligible employees who select coverage under the high deductible health plan described in Subdivision 4.~~

Subd. 3. Individual High Deductible Medical Coverage:

- (a) Eligible employees shall have the option of enrolling in a high deductible coverage option of the School District's health and hospitalization plan. The high deductible coverage shall be a qualified high deductible health plan ~~within the meaning of Section 223 of the Internal Revenue Code of 1986, as amended from time to time.~~ Each eligible employee enrolled in the high deductible coverage shall be eligible for a contribution to a health savings accounts ("HSA") of such employee, ~~in accordance with the Intermediate School District No. 917 Flex Choice Plan (the "Flex Choice Plan").~~ Effective July 1, 202~~6~~⁴, the total monthly contribution by the School District toward the cost of the premium of the high deductible coverage, the HSA contribution, and the HSA administrative fees attributable to such eligible employee, shall not exceed \$804 per month. Effective January 1, 202~~7~~⁵, the total monthly contribution shall not

exceed \$8~~2504~~ per month. Effective January 1, 202~~86~~, the total monthly contribution shall not exceed \$8~~5504~~ per month.

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

Subd. 4. Family High Deductible Medical Coverage:

- (a) Eligible employees shall have the option of enrolling in a high deductible coverage option of the School District's health and hospitalization plan. The high deductible coverage shall be a qualified high deductible health plan ~~within the meaning of Section 223 of the Internal Revenue Code of 1986, as amended from time to time~~. Each eligible employee enrolled in the high deductible coverage shall be eligible for a contribution to a health savings account ("HSA") of such employee ~~in accordance with the Intermediate School District No. 917 Flex Choice Plan (the "Flex Choice Plan")~~. Effective July 1, 202~~64~~, 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 \$1~~975784~~ per month. Effective January 1, 202~~75~~, the total monthly contribution will increase but shall not exceed \$~~2,025+900~~ per month and effective January 1, 202~~86~~, the total monthly contribution will increase but shall not exceed \$~~2,095+975~~ per month.
- (b) The School District's total contribution shall be equal to the total monthly contribution identified in subsection (a) minus the monthly HSA contribution identified in subsection (c) and the monthly HSA administrative fees.

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

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

Section 3. Dental Insurance:

Subd. 1. Individual Coverage: The School District shall contribute a sum not to exceed \$68 per month toward the cost of the premium for individual coverage for each eligible employee employed by the School District who qualifies for and is enrolled in the School District's dental insurance plan. The cost of the premium not contributed by the School District shall be borne by the employee and paid by payroll deduction.

Subd. 2. Dependent Coverage: The School District shall contribute a sum not to exceed \$142 per month toward the cost of the premium for dependent coverage for each eligible employee employed by the School District who qualifies for and is enrolled in the School District's dental insurance plan and who qualifies for dependent coverage. The cost of the premium not contributed by the School District shall be borne by the employee and paid by payroll deduction.

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

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

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

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

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

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

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

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

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

ARTICLE IX LEAVES OF ABSENCE

Section 1. Sick Leave:

Subd. 1. All full-time health associates working seven and a half (7.5) hours per day shall have eleven (11) days of Earned Sick and Safe Leave (ESSL) frontloaded at the beginning of the school year, which may all be used in accordance with Minnesota State Statute 181.9445 through 181.9448 that outlines mandatory Earned Sick & Safe Time for Minnesota employers. Employees who take medical or parental leave of absence, under this article, shall not have their Earned Sick and Safe Leave (ESSL) prorated.

Subd. 2. Employees working 6.25 up to 7.25 hours per day shall have 80 hours of Earned Sick and Safe Leave (ESSL) frontloaded at the beginning of the school year, which may all be used in accordance with Minnesota State Statute 181.9445 through 181.9448 that outlines mandatory Earned Sick & Safe Time for Minnesota employers. Employees who take medical or parental leave of absence, under this article, shall not have their Earned Sick and Safe Leave (ESSL) prorated.

Subd. 3. Employees working 6.0 hours per day or less, as well as part-time and job share employees will accrue Earned Sick and Safe Leave (ESSL) days on a pro-rata basis based on the employee's total days/hours worked compared to a full-time employee listed in subdivision 1 above, which may all be used in accordance with Minnesota State Statute 181.9445 through 181.9448 that outlines mandatory Earned Sick & Safe Time for Minnesota employers. Employees who take medical or parental leave of absence, under this article, shall not have their Earned Sick and Safe Leave (ESSL) prorated. Subd. 4. For the purposes of consistency of contracts and policies referring to paid time off, such as time off allotted for illness or medical/dental appointments, as "leave" types, time off aligned with Minnesota's Earned Sick and Safe Time statutes shall be referred to as "Earned Sick and Safe Leave" or "ESSL."

Subd. 4. At the end of each school year, unused ESSL will be rolled into a personal sick leave bank to the extent permitted by law. Sick leave days may accumulate without limit.

Subd. 5. ~~After~~Upon the ~~third~~fourth 3rd(4th) consecutive day of absence due to illness, or when there is probable cause to support the belief that an employee is misrepresenting the use of leave for illness, the District may require an employee to furnish a medical certificate from a qualified medical provider indicating the absence was due to illness or disability in order to qualify for sick leave pay. Requests for documentation following the use of ESSL will adhere to state statute. In the event that a medical certificate will be required, the employee will be so advised.

Subd. 6. ESSL and sick leave allowed shall be deducted from the leave days earned by the employee. Should an employee's reason for absence qualify for both sick leave and ESSL, the employee shall have the option to use either leave type by selecting that leave during their entry into the district's absence management system.

Subd. 7. Sick leave pay shall be approved upon request.

Subd. 8. A health associate who is entitled to ESSL/sick leave pay, who is then receiving Worker's Compensation, may not be paid ESSL/sick leave pay in an amount greater than the difference between such Worker's Compensation and their basic salary. Under such circumstances only that fraction of a sick leave day not covered by Worker's Compensation insurance shall be deducted from accrued sick leave.

Section 2. Medical Leave

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

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

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

- a) FMLA Eligibility: Over the twelve (12) months prior to leave, health associates must have been employed with the School District for at least twelve (12) months and worked 1,250 hours within the twelve (12)-month period preceding the leave. Any use of vacation, sick leave, or unpaid time off (non-duty days) are not be counted toward the 1,250-hour benchmark.
- b) Pursuant to law, FMLA Leave shall be granted for any of the following reasons:
 - i. The health associate's own serious health condition, as defined by the FMLA.
 - ii. The health associate's need to care for an immediate family member (spouse, child, parent) with a serious health condition, as defined by the FMLA.

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

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

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

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

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

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

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

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

Section 3. Parental Leave

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

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

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

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

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

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

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

Section 4. Civic Duty/Military Leave

Subd. 1. Jury Duty: A health associate summoned to serve on a jury can request to be excused from such jury service. Health associates who must serve will be permitted time off without the loss of pay contingent upon the health associate reimbursing the School District any fees / per diem received from the court for said jury duty. If/when an employee is dismissed from jury duty, the employee must return to work. Any allowable expenses reimbursed by the court, such as mileage, parking, and meals, may be retained and are the sole responsibility of the health associate to seek through the court. The District shall assume no responsibility to seek reimbursement, nor pay reimbursement for said expenses.

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

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

Section 5. General Unpaid Personal Leave

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

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

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

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

Section 6. Insurance Implications

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

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

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

Section 7. Accrued Benefits:

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

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

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

Section 9. Bereavement/Death and Illness:

Subd. 1. A health associate may be granted up to five (5) days absence with pay due to the death of the health associate's spouse, child, step-child, parent, brother, sister, parent-in-law, son-in-law or daughter-in-law, or grandchild. Up to three (3) days absence may be granted with pay for the death of the health associate's grandparent, brother-in-law or

sister-in-law or significant person. The leave set forth in this section is non-accumulative and shall not be deducted from sick leave.

Subd. 2. Upon approval of the Superintendent or their designee, up to twenty (20) days sick leave per year will be granted for the illness of the following: health associate's spouse, child, adult child, brother, sister, parent, step-parent, grandchild, grandparent, son or daughter-in-law, or parent-in-law. A health associate may use one (1) day of accumulated sick leave for each day of illness or disability of the health associate's dependent (IRS Code) for such reasonable periods as the health associate's attendance may be necessary, on the same terms the health associate is able to use sick leave benefits for the health associate's own illness. Days used shall be deducted from sick leave.

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

Section 10. Personal Leave.

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

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

Personal leave shall not be allowed to accumulate.

- (a) A health associate may be granted leave without pay at the sole discretion of the superintendent, in accordance with school board policy.

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

- (a) A personal leave day normally shall not be granted for the day preceding or the day following Minnesota Educators' Academy (MEA) break, the long weekend that includes the fourth (4th) Thursday in November, winter break, or spring break, or any in-service/professional development days, and the first ten (10) and last ten (10) student contact days of the school year. When the licensed staff duty day calendar includes a staff inservice or conference day that is not required for employees in this contract, the day preceding or the day following are eligible for use of personal leave.
- (b) Personal leave requests may be denied on a particular day, if other employees in the same or other bargaining unit at the same instructional site have already been

granted personal leave which would be disruptive of the functioning of the particular program.

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

Subd. 3. Usage of personal leave shall be requested as early as practicable and normally a minimum of three (3) days in advance.

Subd. 4. The first year of employment shall be defined as any days of employment prior to the last student day of the regular school calendar in the first employment agreement. The next regular school calendar becomes the second year of employment.

ARTICLE X PROBATIONARY PERIOD

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

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

ARTICLE XI EMPLOYEE SUPERVISION

Section 1. Employee Improvement Plans

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

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

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

Section 2. Employee Discipline

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

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

- a) Oral Reprimand. Oral reprimands may be issued to health associates in the event of relatively minor infractions. Oral reprimands shall not be grievable under Article XIV of this Agreement. Oral reprimands shall not be documented in the employee's official personnel file.
- b) Written Reprimand. Written reprimands (Notices of Deficiency) may be issued by the School District for more serious misconduct or when oral warnings have not corrected the health associate's behavior or performance. Written reprimands will be placed in the health associate's official personnel file. Each health associate shall be promptly furnished with a copy of all disciplinary materials entered into their personnel file. All materials shall be dated and signed acknowledging receipt of said documents. Health associates may respond in writing to written reprimands and such responses shall be placed in the health associate's personnel file. Written reprimands are grievable under Article XIV of this Agreement. The standards of review are whether or not any material in the employee's personnel file is false or inaccurate or is without just cause. Any material found through the grievance procedure to be false or inaccurate or without just cause shall be expunged from the health associate's file.

Subd. 3. Suspension.

- a) A health associate may be suspended without pay for grounds as described in Minn. Stat. Section 122A.40, subd. 9(a) through (e) or Minn. Stat. Section 122A.40, subd. 13(1) through (6). Any suspension is subject to the grievance procedure under

Article XIV of this Agreement. Additionally, a health associate may be suspended without pay when other disciplinary measures have been applied without sufficient positive result, or for other willful violations of District policies or directives.

- b) Suspension shall take effect upon written notification from the Superintendent of Schools to the employee stating the grounds for suspension. The health associate shall have the right to invoke the grievance procedures set forth in Article XIV of this Agreement at the arbitration level provided written notification requesting arbitration is received by the superintendent within fifteen (15) days after receipt of the written notice of suspension.
- c) The suspension shall take effect upon receipt by the health associate of the written notice of suspension or shall take effect as otherwise indicated in the written notice of suspension. The suspension shall continue in effect for the time period provided in the written notice or as otherwise decided by the school board, but not to exceed a period of thirty (30) workdays.

Subd. 4. Termination for Cause.

- a) A health associate who has passed the probationary period may be terminated for cause at the end of a school year for any of the following reasons:
 - i. Inefficiency;
 - ii. Neglect of duty, or persistent violation of school laws, rules, regulations, or directives;
 - iii. Conduct unbecoming a health associate which materially impairs the health associate's effectiveness;
 - iv. Other good and sufficient grounds rendering the employee unfit to perform the health associate's duties.
- b) A health associate will not be terminated upon one of the grounds specified in clause (1), (2), (3), or (4), unless the health associate fails to correct the deficiency after being given written notice of the specific items of complaint and reasonable time within which to remedy them.
- c) Immediate discharge. The board may discharge a non-probationary health associate, effective immediately, upon any of the following grounds:
 - i. Immoral conduct, insubordination, or conviction of a felony;
 - ii. Conduct unbecoming a health associate which requires the immediate removal of the health associate from classroom or other duties;
 - iii. Failure without justifiable cause to be present at assigned work place without first securing the written release of the school board;
 - iv. Gross inefficiency which the health associate has failed to correct after reasonable written notice;
 - v. Willful neglect of duty; or

- vi. Continuing physical or mental disability subsequent to a twelve-month (12) leave of absence and inability to qualify for reinstatement.

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

ARTICLE XII SENIORITY, LAYOFF AND RECALL

Section 1. Seniority: The parties recognize the principle of seniority in the application of this Agreement concerning reduction or increase in force, and reduction of working time, within qualification areas as defined by the School District and with regard to students' needs.

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

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

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

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

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

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

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

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

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

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

Section 8. Transfers – Involuntary:

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

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

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

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

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

ARTICLE XIII STIPEND FOR LICENSE RENEWAL AND UNIFORMS

Section 1. To assist health associates for expenses incurred for education requirements for license renewal, the school district shall pay a stipend in the amount of \$~~4300~~ ~~for to full time (1110 hours of assignment)~~ licensed practical nurses (LPNs) and \$~~600~~ ~~to full time (1110 hours of assignment)~~ registered nurses (RNs). The payment shall be made in February of each school year.

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

Stipend 3. Uniform Stipends The school district shall provide an annual stipend of \$100 for the purchase of uniforms/clothing that aligns with the requirements of the position for a Health Associate. This stipend will be paid once annually on the employee's end of September paycheck. If an employee is hired after September 30, they do not qualify for the stipend in that year.

ARTICLE XIV GRIEVANCE PROCEDURE

Section 1. Grievance Definition: A "grievance" shall mean an allegation by a health associate(s) resulting in a dispute or disagreement between the health associate(s) and the School District as to the interpretation or application of terms and conditions of employment insofar as such matters are contained in this Agreement. More than one health associate may be on a single grievance if the allegation involves a common set of facts and a common claim. However, all grievants must sign the grievance document.

Section 2. Representative: The health associate(s) or School District may be represented during any step of the procedure by any person or agent designated by such party to act in their behalf.

Section 3. Definitions and Interpretations:

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

Subd. 2. Days: Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as all weekdays not designated as holidays by state law or by the school calendar.

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

Subd. 4. Filing and Postmark: The filing or service of any notice or document herein shall be timely if it is personally served or if it bears a certified postmark of the United States Postal Service within the time period.

Section 4. Time Limitation and Waiver: Grievances shall not be valid for consideration unless the grievance is submitted in writing to the School District's designee, setting forth the facts and specific provision of the Agreement allegedly violated and the particular relief sought within fifteen (15) days after the date the event giving rise to the grievance occurred, or within fifteen (15) days from the date the grievant or any Union representative or steward knew or through reasonable diligence should have known of the cause of the grievance. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereinafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the health associate(s) and the School District's designee.

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

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

Subd. 2. Level II: In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the superintendent of schools, provided such appeal is made in writing within seven (7) days after receipt of the decision in Level I. If the grievance is properly appealed to the superintendent, the superintendent or their designee shall set a time to meet regarding the grievance within fifteen (15) days after receipt of the appeal. Within ten (10) days after the meeting, the superintendent, or their designee, shall issue a decision in writing to the parties involved.

Section 6. School Board Review: The School Board reserves the right to review any decision issued under Level I or Level II of this procedure provided the School Board or its representative notifies the parties of its intention to review within ten (10) days after a decision in Level I or Level II has been rendered. At its option, the School Board may also review a grievance at the written request of the grievant, providing such written request is made within ten (10) days after receipt of the Level II decision. In the event the School Board determines to review a grievance it shall hold a hearing and issue a decision within twenty (20) days after the written notice by the School District or within twenty (20) days after receipt of the request for review by the grievant. The Union shall receive written advance notice as to the date of said hearing. In the event of such review, the School Board reserves the right to affirm, reverse or modify such decision. At the option of the School Board, a committee or representative(s) of the School Board may be designated by the School Board to hear the appeal at this level and report its findings and recommendations to the School Board.

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

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

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

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

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

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

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

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

mutually agree are necessary for the conduct of the arbitration. The requesting party shall pay the full cost of transcribing or recording of the proceedings and transcript copy. If both parties request a transcript or recording, the cost shall be equally shared. If the second party orders a transcript after the first party has paid for transcribing and recording, the second party shall also reimburse the first party for one-half (1/2) of those costs incurred, in addition to paying for the transcript copy.

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

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

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

ARTICLE XV SEVERANCE/EARLY RETIREMENT

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

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

Section 3. Eligibility: Full-time health associates who have completed at least fifteen (15) years of continuous service with the School District, and who are at least fifty-five (55) years of age, shall be eligible for severance pay pursuant to the provisions of this Article upon submission of a written resignation accepted by the School Board. Severance pay shall not be granted to any employee who is discharged for cause by the School District. This Article shall apply only to health

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

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

Section 5. Method of Pay-out:

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

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

ARTICLE XVI

403b MATCHING CONTRIBUTION PLAN

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

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

Year of Continuous Employment in the District	2026 2028
In Years 2-3	\$450 250.0 0
In Years 4-5	\$650 450.0 0
In Years 6-9	\$750 550.0 0
In Years 10-12	\$850 650.0 0
In Years 13-14	\$950 750.0 0
In Years 15+	\$1,250 1,0 50.00

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

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

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

ARTICLE XVII DURATION

Section 1. Term and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing July 1, 202~~6~~4, through June 30, 202~~8~~6, and thereafter pursuant to PELRA. If either party desires to modify or amend this Agreement commencing on July 1, 2026, it shall give written notice of such intent no later than May 1, 2026. Unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety (90) days prior to the expiration of this Agreement.

Section 2. Retroactivity: Retroactive pay, if any, shall be made to all employees covered by this Agreement, including those on layoff status.

Section 3. Effect: This Agreement constitutes the full and complete agreement between the School District and the Union. The provisions herein relating to terms and conditions of employment supersede any and all prior agreements, resolutions, practices, School District policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

Section 4. Finality: Any matters relating to the current contract term, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement.

Section 5. Severability: The provisions of this Agreement shall be severable, and if any provision thereof or the application of any such provision under any circumstances is held invalid, it shall not affect any other provision of this Agreement or the application of any provision thereof.

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

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

INTERMEDIATE SCHOOL DISTRICT
917

President

Chair

Education Minnesota

Clerk

Dated: August 4, 2026~~September 3, 2024~~

Dated: August 4, 2026~~September 3, 2024~~

SALARY SCHEDULES HEALTH ASSOCIATES

SCHEDULE A

Salary Schedule 202~~64~~-202~~75~~

202 64 - 202 75	
	Range 1
Steps	Hourly Rate
1	\$ 31.78 30.08
2	\$ 32.40 30.66
3	\$ 33.04 31.26
4	\$ 33.67 31.86
5	\$ 34.38 32.54
6	\$ 35.10 33.21
7	\$ 35.81 33.89
8	\$ 36.56 34.59
9	\$ 37.32 35.32
10	\$ 38.08 36.03

SCHEDULE B

Salary Schedule 202~~75~~-202~~86~~

202 75 - 202 86	
	Range 1
Steps	Hourly Rate
1	\$ 32.42 31.16
2	\$ 33.05 31.76
3	\$ 33.70 32.39
4	\$ 34.34 33.01
5	\$ 35.07 33.71

6	\$ <u>35.80</u> 34.4 1
7	\$ <u>36.53</u> 35.1 1
8	\$ <u>37.29</u> 35.8 4
9	\$ <u>38.07</u> 36.5 9
10	\$ <u>38.84</u> 37.3 3

ATTACHMENT C
GRIEVANCE REPORT FORM
INTERMEDIATE SCHOOL DISTRICT 917

Name: _____

Building: _____

Date Grievance Occurred: _____

Statement of Facts:

Specific Provisions of Agreement Allegedly Violated:

Particular Relief Sought:

Date: _____

Signature of Grievant



Intermediate School District 917
Purposeful. Personalized. Partners.
1300 145th Street East, Rosemount, MN 55068
(651) 423-8229 * <http://www.isd917.org>

To: ISD 917 School Board

Date: August 4, 2026

Re: Summary of Changes for Local 3904A, Interpreters 2026-28 / Local 9333, Health Associates 2026-28
Executive Assistant to the Superintendent and School Board

District Negotiations Team: Nicole Flesner, Melissa Torres and Mark Johns

Interpreters Team: Megan Dietrich, David Jensen, Dawn Savage, Katie Adee and Dennis Fischer

Health Associates Team: Julie Powers, Pam Greengo and Dennis Fischer

Below is a summary of the changes for both financials and contract language.

	Interpreters 2026-28	
Salary	Total package cost - 9.04% Yr1 - market adj [\$2.00/hr steps 1-3, \$1.50/hr steps 4-9] Yr2 - 2% increase to all steps	<i>reviewed wages for Interpreters with other intermediate districts and St. Paul Public Schools</i>
Benefits	Medical/HSA plans Yr1 - 2.5% increase to district contribution Yr2 - 3.5% increase to district contribution HDHP Single coverage Yr1 increase from \$804 to \$825 Yr2 increase from \$825 to \$855 HDHP Family coverage Yr1 increase from \$1,975 to \$2,025 Yr2 increase from \$2,055 to \$2,095	Dental 0% increase to district contribution amounts in both years Elimination of medical Copay plan
Longevity	Change first tier to 6-9 years Increase last 2 tier amounts by \$1.00/hr: 18-20 yrs \$4.00/hr to \$5.00/hr 20+yrs \$5.00/hr to \$7.00/hr	
403b match	\$100 increase district match to each tier 2-4 yrs \$250 to \$350 10-15 yrs \$700 to \$800 5-6 yrs \$350 to \$450 16+yrs \$850 to \$950 6-9 yrs \$550 to \$650	



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Other language items	Certifications - increase from \$1,950 to \$2,020 annually Interpreters shall work 3 additional days beyond the regular school year, 2 days during workshop week 1 day on a non-student contact day	
	Health Associates 2026-28	
Salary	Total package cost 9.54% over two years 2.0% increase in both years applied across the schedule	
Benefits	Medical/HSA plans Yr1 - 2.5% increase to district contribution Yr2 - 3.5% increase to district contribution HDHP Single coverage Yr1 increase from \$804 to \$825 Yr2 increase from \$825 to \$855 HDHP Family coverage Yr1 increase from \$1,975 to \$2,025 Yr2 increase from \$2,055 to \$2,095	Dental 0% increase to district contribution amounts in both years Elimination of medical Copay plan
Longevity	Add longevity tier : 4-6 yrs \$2.00/hr Reduce years of service in all other tiers	
403b match	Yr1 - \$200 district match increase to all tiers	
New language	Add \$100 uniform stipend per year License renewal LPN & RN- \$400 reimbursement per year Add 1 day of training during workshop week	

New MOU: Developed MOU for Paid Family Medical Leave (PFML) to address compliance with the



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new law, effective January 1, 2026. The district and employees will share 50% of the required premium payments. No language added to the contract

**Executive Assistant to the Superintendent and School Board
 2026-2028**

Salary	Total package cost - 6.4% Yr1 - 3.5% Yr2 - 3.5%	
Benefits	Medical/HSA plans Yr1 - 2.5% increase to district contribution Yr2 - 3.5% increase to district contribution HDHP Single coverage Yr1 increase from \$804 to \$825 Yr2 increase from \$825 to \$855 HDHP Family coverage Yr1 increase from \$1,850 to \$1,900 Yr2 increase from \$1,900 to \$1,965	Dental 0% increase to district contribution amounts in both years Elimination of medical Copay plan
Vacation	Aligned with other groups	
403b match	No changes	

INTERMEDIATE SCHOOL DISTRICT 917

TERMS AND CONDITIONS OF EMPLOYMENT FOR

EXECUTIVE ASSISTANT

TO THE SUPERINTENDENT & SCHOOL BOARD

EFFECTIVE JULY 1, ~~2025-2026~~– JUNE 30, ~~2026~~2028

Approved by the School Board: ~~June 10, 2025~~August 4, 2026

ARTICLE I DEFINITION OF ELIGIBLE EMPLOYEES

These terms and conditions of employment cover the Executive Assistant to the Superintendent/ Secretary to the School Board for Intermediate School District #917 (hereinafter, Executive Assistant or Employee), who is not included in any bargaining unit with an exclusive bargaining representative under the Minnesota Public Employment Labor Relations Act and who at a 1.0 full-time equivalent (1.0 FTE) works 40 hours per week, 52 weeks per year less time off granted by this agreement for holidays, vacations, and approved leaves and is employed with Intermediate School District 917 (hereinafter “School District” or “District”).

ARTICLE II LEAVES

Section 1. Sick Leave:

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

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

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

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

Subd. 4. Unused sick leave days may accumulate without limit.

Section 2. Medical Leave:

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

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

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

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

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

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

Subd. 5. Returning from Medical Leave: An employee on a medical leave of absence under this Section must notify human resources or his/her 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 two (2) 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 Leave:

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

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

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

Section 5. Civic Duty/Military Leave:

Subd. 1. Jury Duty: An employee summoned to serve on a jury shall request to be excused from such jury service. Employees who are not excused will be permitted time off without

the loss of pay contingent upon the employee reimbursing the School District any fees / per diem received from the court for said jury duty. If/when an employee is dismissed from jury duty, the employee must return to work. Any allowable expenses reimbursed by the court, such as mileage, parking, and meals, may be retained and are the sole responsibility of the employee to seek through the court. The District shall assume no responsibility to seek reimbursement, nor pay reimbursement for said expenses.

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

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

Section 6. General Unpaid Personal Leave:

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

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

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

Subd. 3. An employee on an approved general leave of absence for a full school year or the spring semester of the school year, shall notify the Superintendent in writing of their 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 one (1) month 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 of vacation and 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 sections two (2) and three (3) of this article, and accrual will continue so long as the employee is using paid leave. No additional paid leave days, 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 vacation and 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 paid leave days, experience credit for pay purposes, or other benefits shall accrue for the period that the employee is on unpaid leave.

ARTICLE III VACATIONS AND HOLIDAYS

Section 1. Earned Vacation:

Subd. 1. An employee will be frontloaded with the number of vacation days outlined below. Years of employment is defined in Article IV, Section VI. While the vacation time will be frontloaded, should an employee end their employment with the district prior to the end of the contract year, they will be docked for overused vacation. Employees who start after July 1 or work part-time shall have their vacation frontloaded at a prorated rate. Eligible employees working full-time (1.0 FTE) shall earn vacation as follows:

<u>Year 1</u>	<u>15 days per year</u>
<u>Years 2-6</u>	<u>20 days per year</u>
<u>Years 7-15</u>	<u>26 days per year</u>
<u>Years 16 or more</u>	<u>28 days per year</u>

~~Year 1: ——— 15 days per year~~
~~Years 2-9: ——— 20 days per year~~
~~Years 10-19: ——— 26 days per year~~
~~Year 20+: ——— 28 days per year~~

Subd. 2. Vacation may be taken after the first six (6) months of employment, unless otherwise approved by the employee's supervisor through the district's absence management system.

Subd. 3. Vacation may be used after it is credited. Vacation may be accrued to a maximum of 45 days. All requests for vacation must be approved in advance by the superintendent.

Subd. 4. Vacation Pay-Out: An employee who is terminated or leaves the employment of the school district of his or her own volition will be paid regular salary for all vacation time accrued, provided the employee has given the employer four (4) weeks' written notice.

Subd. 5. In the event that an employee uses credited vacation prior to completion of the year in which such credit is earned, the employee shall be liable to the School District for any vacation pay advanced beyond actual accrual in the event the employee leaves the service of the School District.

Section 2. Holidays: An employee eligible under this section shall be granted the following twelve (12) paid holidays:

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

ARTICLE IV

403B MATCHING CONTRIBUTION

Section 1. Eligibility: To be eligible for contribution under this Article, an employee must have completed one year of employment and thus will be eligible for contribution in the employee's second year of employment. Further, to be eligible for this contribution, an employee must be regularly employed at least 1110 hours during the contract year, and such benefits shall not apply to employees employed for a lesser time or substitute employees.

Section 2. Contribution: The School District will match eligible employee contributions up to a maximum of:

~~20252026-20262028~~: \$3,000

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

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

program while on leave.

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

Section 6. Years of Employment: An employee who is hired prior to June 30 will be considered in their first year of employment. Each year of employment will begin on July 1. For example, if an employee begins June 15, 2022 their first year of employment ends on June 30, 2022 and their second year of employment begins on July 1, 2022.

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: Employees working 0.75 FTE or greater shall be eligible for insurance as outlined below.

Subd. 1. Individual High Deductible Medical Coverage:

- (a) Eligible employees shall have the option of enrolling in a high deductible coverage option of the school district's health and hospitalization plan. The high deductible coverage shall be a qualified high deductible health plan within the meaning of Section 223 of the Internal Revenue Code of 1986, as amended from time to time. Each eligible employee enrolled in the high deductible coverage shall be eligible for a contribution to a health savings account ("HSA") of such employee ~~in accordance with the Intermediate School District No. 917 Flex Choice Plan (the "Flex Choice Plan")~~. The total monthly contribution by the school district toward the cost of the premium of the high deductible coverage, the HSA contribution, and the HSA administrative fees attributable to such eligible employee shall not exceed \$804 effective July 1, ~~2024~~2026. Effective January 1, ~~2025~~2027, the School District shall contribute a sum not to exceed ~~\$800~~\$825 per month. Effective January 1, ~~2026~~2028, the School District shall contribute a sum not to exceed ~~\$800~~\$855 per month.
- (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 plan. Such contributions shall be made monthly on a pro rata basis. Such employees shall also be eligible, ~~through the Flex Choice Plan~~, to make pre tax contributions to the HSA via salary reduction. The school district shall select the vendor of the

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

Subd. 2. Family High Deductible Medical Coverage

- (a) Eligible employees shall have the option of enrolling in a high deductible coverage option of the school district's health and hospitalization plan. The high deductible coverage shall be a qualified high deductible health plan within the meaning of Section 223 of the Internal Revenue Code of 1986, as amended from time to time. Each eligible employee enrolled in the high deductible coverage shall be eligible for a contribution to a health savings account ("HSA") of such employee ~~in accordance with the Intermediate School District No. 917 Flex Choice Plan (the "Flex Choice Plan").~~ 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 \$1850 effective July 1, ~~2024~~2026. Effective January 1, ~~2025~~2027, the School District shall contribute a sum not to exceed ~~\$1850-1950~~ per month. Effective January 1, ~~2026~~2028, the School District shall contribute a sum not to exceed ~~\$2020~~1850 per month.
- (b) The school district shall contribute toward the cost of the premium for each eligible employee employed by the school district who qualifies for and is enrolled in family coverage under the high deductible coverage option of the school district's health and hospitalization plan a monthly amount equal to the total monthly contribution identified in subsection (a) minus the monthly HSA contribution identified in subsection (c) and the monthly HSA administrative fees.
- (c) The school district shall contribute an amount equal to one-half of the applicable deductible to the HSA of each eligible employee enrolled in the family high deductible coverage. Such contributions shall be made monthly on a pro rata basis. Such employees shall also be eligible, ~~through the Flex Choice Plan,~~ to make pre-tax contributions to the HSA via salary reduction. The school district shall select the vendor of the HSA to which such contributions shall be made. Once deposited in an employee's HSA, such contributions, whether made by the school district or via salary reduction, shall not be subject to restriction by the school district and the employee may access and/or transfer such funds to a different HSA to the fullest extent permitted by law. ~~Such employees also shall be eligible to participate in a Limited Scope Health Care Reimbursement Plan through the Flex Choice Plan, which shall allow reimbursement of medical expenses to the fullest extent permitted by law for an individual receiving contribution to an HSA.~~

Section 3. Dental Insurance:

Subd. 1. Individual Coverage Effective July 1, ~~2024~~2026, the School District shall contribute a sum not to exceed \$56 per month toward the cost of the premium for individual coverage for each eligible employee employed by the School District who qualifies for and is enrolled in the School District's dental insurance plan. Additional cost of the premium, if any, shall be borne by the employee and paid by payroll deduction. Effective January 1, 2025, the School District shall contribute \$56 per month toward individual coverage. Effective January 1, 2026, the School District shall contribute \$56 per month toward individual coverage.

Subd. 2. Family Coverage Effective July 1, ~~2024~~2028, the School District shall contribute a sum not to exceed \$138 per month toward the cost of the premium for family coverage for each eligible employee employed by the School District who qualifies for and is enrolled in the School District's dental insurance plan. Additional cost of the premium, if any, shall be borne by the employee and paid by payroll deduction. Effective January 1, 2025, the School District shall contribute \$138 per month toward family coverage. Effective January 1, 2026, the School District shall contribute \$138 per month toward family coverage.

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

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

Section 5. Life Insurance: The School District will pay each month all of the life insurance premium for a \$100,000 term life insurance policy for each eligible employee. The value of this benefit will be included in the employee's taxable income as required by the Internal Revenue Code Section 79.

ARTICLE VI OTHER BENEFITS

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

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

ARTICLE VII MISCELLANEOUS

Section 1: Probationary Period: An employee, under the provisions of this Agreement, shall serve a probationary period from the date of hire until a minimum of 12 months and will extend until the June 30th of the subsequent year during which time the School District shall have the unqualified right to suspend without pay, discharge or otherwise discipline such employee.

Section 2. Years of Service: For purposes of calculating years of service or the year in relation to 403B, vacation, and other benefits herein, the first year of employment shall be defined as any days of employment prior to the last day of the fiscal year in the first employment agreement. The next regular fiscal calendar becomes the second year of employment with each successive school year adding to the years of employment.

ARTICLE VIII SALARIES

Section 1. Salary Increases for New Employees: A new employee or an employee transferring into this contract from a different contract shall be given a salary as agreed between the School District and the employee. An employee hired prior to January 1 shall be eligible for a salary increase effective the following July 1. An employee hired on or after January 1 shall not be eligible for a salary increase until the second following July 1. (Example: An employee hired prior to January 1, ~~2025~~2027, shall be eligible for a salary increase effective on July 1, ~~2025~~2027. An employee hired on or after January 1, ~~2025~~2027, shall not be eligible for a salary increase until July 1, ~~2026~~2028). These salary terms may only be modified by mutual agreement in writing between the School District and the Employee at the time of initial employment.

Section 2. Hourly Rate: Employees will be paid an hourly rate designated on their individualized contract, separate from this main contract. Stipends shall not be factored into the hourly rate.

ARTICLE IX RETIREMENT

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

Section 5. Notice: To be eligible for the benefits of this section, unless waived by the School District, an employee must notify the School District not less than ninety (90) calendar days prior to the proposed retirement date.

TERMS AND CONDITIONS OF EMPLOYMENT FOR EXECUTIVE ASSISTANT TO THE
SUPERINTENDENT

Date of School Board Action authorizing execution: ~~June 10, 2025~~August 4, 2026

2026 _____ June 10, 2025 August 4,
Chair _____ Date _____

4, 2026 June 10, 2025 August

Clerk Date

AGREEMENT

between

THE SCHOOL BOARD OF
INTERMEDIATE SCHOOL DISTRICT NO. 917

and

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

Effective July 1, 202~~6~~⁴ through June 30, 202~~8~~⁶

Board Approved ~~August 4, 2026~~^{July 9,}
2024

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INTERPRETERS AGREEMENT

ARTICLE I PURPOSE

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

ARTICLE II RECOGNITION OF EXCLUSIVE REPRESENTATIVE

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

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

ARTICLE III DEFINITIONS

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

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

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

ARTICLE IV EMPLOYEE RIGHTS

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

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

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

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

Section 5. Exclusive Representative Leave Time:

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

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

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

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

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

ARTICLE V SCHOOL DISTRICT RESPONSIBILITIES

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

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

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

ARTICLE VI HOURS OF SERVICE - LENGTH OF SCHOOL YEAR

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

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

Section 2. Duty Year: The duty year for regular full-time employees under this Agreement shall be as annually prescribed by the school district prior to August 1 for the upcoming school year. Employees in this group shall work the number of student days plus ~~threewe~~ (32) additional workdays to be determined by the school district with ~~twoone~~ (24) days being scheduled for before the school year begins and the other being scheduled for a non-student contract day during the school year. The agenda for the ~~twoone~~ (24) days during the school year will consist of ~~half the time participating in two (2) hours of professional development and half the time in preparation time. This schedule will also be followed for the additional day during the school year with professional development being planned in consultation with Local 3904. One hour of union time will be scheduled during workshop week for all interpreters. determined by the interpreter's union (Local 3904A), which must be communicated to the interpreters' supervisor by the lead interpreter for scheduling purposes. All remaining professional development time will be determined by the school district. The school district may employ such part-time interpreters as it deems appropriate.~~

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

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

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

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

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

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

ARTICLE VII BASIC SALARIES

Section 1. Basic Salaries - Regular Employees:

Subd. 1. The wages and salaries set forth in Schedule A attached hereto shall be a part of this agreement for the period of July 1, 202~~64~~, through June 30, 202~~75~~. The wages and salaries set forth in Schedule B attached hereto shall be a part of this agreement for the period July 1, 202~~75~~ through June 30, 202~~86~~.

Subd. 2. Effective July 1, 202~~64~~, employees shall be compensated on Salary Schedule A, on such level and step for the 202~~64~~-202~~75~~ contract year at one step *above* their 202~~53~~-202~~64~~ placement. Certified interpreters shall all be placed in the Certified lane (Range 2), as a result of the previous contract's two Certified lanes (Ranges 2 and 3 in 202~~53~~-202~~64~~) being combined into one Certified lane (Range 2).

Subd. 3. Effective July 1, 202~~75~~, employees shall be compensated on Salary Schedule B, on such level and step for the 202~~75~~-202~~86~~ contract year at one step *above* their 202~~64~~-202~~75~~ placement.

Subd. 4. In the event a successor agreement is not entered into prior to July 1, 202~~86~~, an employee shall remain at the same step as compensated during the 202~~75~~-202~~86~~ contract year until a successor agreement is reached, which agreement shall govern step advancement, if any. However, the school district reserves the right to withhold step advancement or other salary increase in individual cases for just cause, subject to the grievance procedure.

Subd. 5. Longevity: Employees shall receive a longevity salary increase beyond the rates delineated in Schedules A and B as follows:

Years of Continuous Employment	Hourly Increase
Years 67 -9	\$1.00
Years 10-14	\$2.00
Years 15-17	\$3.00
Years 18-20	\$54.00
Years 21 and beyond	\$75.00

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

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

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

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

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

Section 4. Certification Adjustment: An employee who acquires a certification as reflected in Article XII, Section 4, shall advance to the certification lane at the same step, except as provided in Article VII, Sections 1 and 2 of the Master Agreement, on the appropriate salary schedule effective following proof of certification. In lieu of retroactive pay, the interpreter shall receive a stipend in the amount of ~~\$2,200~~~~+950.00~~ to be paid in equal installments over the employee's annual paycheck.

Section 5. Dual Certification Stipend: Any employee who is certified as both a sign language interpreter and cued language transliterator and who will be performing duties of both, shall receive a stipend of \$1,000.00 per year. The stipend specified shall be in addition to the wages as provided in Schedules A and B of this Master Contract.

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

Section 7. Uniform Stipend: The school district shall provide an annual stipend of \$100 for the purchase of uniforms/clothing that aligns with the requirements of the position. This stipend will be paid once annually on the employee's end-of-September paycheck. ~~Employees hired after September 30 shall not be eligible for the stipend until the following school year.~~ Employees shall be required to launder their uniforms.

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

Section 9. Change in Assignment: An interpreter who is assigned duties of a program, classroom, or student assistant during any part of their workday shall be paid their interpreter rate of pay.

Section 10. Outside of Regular Assignment Work Hours Interpreting: All interpreters who perform outside of regular assignment work hours interpreting for ISD 917 or member school districts will be compensated at an hourly rate of \$5 per hour over their regular hourly rate. These rates will apply to member district requests for school sanctioned activities and events with the exception of the Minnesota State High School League and Community Education sanctioned/sponsored activities. These requests from ISD 917 or a member district may also include but are not limited to IEP meetings, parent/teacher conferences, or other requests approved by the Assistant Special Education Director supervisor responsible for the interpreting program.

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

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

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

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

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

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

Section 11. Professional Development: On an annual basis, employees may request approval for professional development activities outside of the work day through the conference request procedure. Funding for professional development activities shall be allocated based on demonstrated

needs and the professional development requirements of the school district as determined by the Assistant Special Education Director/Principal. All requests are subject to prior supervisor approval.

ARTICLE VIII GROUP INSURANCE

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

Section 2. Health and Hospitalization Insurance:

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

Subd. 2. Dependent Coverage: ~~Effective January 1, 2026, the school district shall no longer offer this plan to employees. Effective July 1, 2024, the school district shall contribute a sum not to exceed \$1784 per month for dependent coverage for each eligible employee employed by the school district who qualifies for and is enrolled in the school district group health and hospitalization plan and who qualifies for dependent coverage. Effective January 1, 2025, the school district shall contribute a sum not to exceed \$1784 per month for dependent coverage for each eligible employee employed by the school district who qualifies for and is enrolled in the school district group health and hospitalization plan and who qualifies for dependent coverage. Effective January 1, 2026, the school district shall no longer offer this plan to employees. The cost of the premium not contributed by the school district shall be borne by the employee and paid by payroll deduction. In the event that the school district's contribution for family coverage is discriminatory or illegal, the union will hold the school district harmless and indemnify the school district from any and all action, suits, claims, damages, judgments and other forms of liability which any person may have or claim to have arising out of or by reason of the school district's contribution toward family coverage. This subdivision shall not apply to those eligible employees who select coverage under the high deductible health plan described in Subdivision 4.~~

Subd. 13. Individual High Deductible Medical Coverage:

- a) Eligible employees shall have the option of enrolling in a high deductible coverage option of the school district's health and hospitalization plan. The high deductible coverage shall be a qualified high deductible health plan within the meaning of Section 223 of the Internal Revenue Code of 1986, as amended from time to time. Each eligible employee enrolled in the high deductible coverage shall be eligible for a

contribution to a health savings account ("HSA") of such employee ~~in accordance with the Intermediate School District No. 917 Flex Choice Plan (the "Flex Choice Plan")~~. Effective July 1, 202~~6~~⁴, the total monthly contribution by the school district ~~toward the cost of the premium of the high deductible coverage, the HSA contribution, and the HSA administrative fees attributable to such eligible employee~~ shall not exceed \$804. Effective January 1, 202~~7~~⁵, 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 \$8~~25~~⁰⁴. Effective January 1, 202~~8~~⁶, 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 \$8~~55~~⁰⁴.

- 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. 24. Family High Deductible Medical Coverage:

- a) Eligible employees shall have the option of enrolling in a high deductible coverage option of the school district's health and hospitalization plan. The high deductible coverage shall be a qualified high deductible health plan within the meaning of Section 223 of the Internal Revenue Code of 1986, as amended from time to time. Each eligible employee enrolled in the high deductible coverage shall be eligible for a contribution to a health savings account ("HSA") of such employee ~~in accordance with the Intermediate School District No. 917 Flex Choice Plan (the "Flex Choice Plan")~~. Effective July 1, 202~~6~~⁴ 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 \$1~~974~~⁷⁸⁴. Effective January 1, 202~~7~~⁵, 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 ~~\$2025+900~~. Effective January 1, 202~~86~~⁶⁴, 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 ~~\$2095+975~~.

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

Subd. 35. Changes in Coverage under High Deductible Coverage: If an eligible employee who qualifies for and is enrolled in coverage under the high deductible coverage option of the school district's health and hospitalization plan changes the type of coverage during a calendar year (e.g., from individual coverage under the high deductible coverage option to family coverage under the high deductible coverage option; from family coverage under the high deductible coverage option to individual coverage under the high deductible coverage option to no coverage under the high deductible coverage option), the school district's contribution to the employee's HSA shall change accordingly. The change in the amount of HSA contributions shall be effective coincident with the change in the type of coverage under the high deductible coverage option.

Section 3. Dental Insurance:

Subd. 1. Individual Coverage: Effective July 1, 202~~64~~⁶⁴, the school district shall contribute a sum not to exceed \$56 per month toward the cost of the premium for individual coverage for each eligible employee employed by the school district who qualifies for and is enrolled in the school district's dental insurance plan. The cost of the premium not contributed by the school district shall be borne by the employee and paid by payroll deduction.

Subd. 2. Dependent Coverage: Effective July 1, 2026⁴, the school district shall contribute a sum not to exceed \$138 per month toward the cost of the premium for dependent coverage for each eligible employee employed by the school district who qualifies for and is enrolled in the school district's dental insurance plan and who qualifies for dependent coverage. The cost of the premium not contributed by the school district shall be borne by the employee and paid by payroll deduction.

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

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

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

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

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

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

ARTICLE IX LEAVES OF ABSENCE

Section 1. Sick Leave:

Subd. 1. All full-time interpreters working 6.75 hours up to 8.0 hours per day shall have twelve (12) days of Earned Sick and Safe Leave (ESSL) frontloaded at the beginning of the school year, which may all be used in accordance with Minnesota State Statute 181.9445

through 181.9448 that outlines mandatory Earned Sick & Safe Time for Minnesota employers. Employees who take medical or parental leave of absence, under this article, shall not have their Earned Sick and Safe Leave (ESSL) prorated.

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

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

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

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

Subd. 6. Upon the ~~third~~^{fourth} (3rd^{4th}) consecutive day of absence due to illness, or when there is probable cause to support the belief that an employee is misrepresenting the use of leave for illness, the District may require an employee to furnish a medical certificate from a qualified medical provider indicating the absence was due to illness or disability in order to qualify for sick leave pay. Requests for documentation following the use of ESSL will adhere to state statute. In the event that a medical certificate will be required, the employee will be so advised.

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

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

Subd. 9. An interpreter who is entitled to ESSL/sick leave pay, who is then receiving Workers Compensation, may not be paid ESSL/sick leave pay in an amount greater than the difference between such Workers Compensation and their basic salary.

Section 2. Medical Leave

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

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

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

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

Subd. 3. Notification and Request for Medical Leave: An employee must give written notice to human resources requesting a medical leave of absence at least ~~onethree~~ (13) calendar month 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 ~~onethree~~ (13) calendar

month before the leave start date, or as soon as possible following the onset of a serious health condition. The request for medical leave shall adhere to procedure outlined on the School District's website.

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

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

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

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

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

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

Section 3. Parental Leave

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

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

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

Section must confirm with human resources or their administrative designee in writing, their intention to return from parental leave in July of the next fiscal year by April 1 of the leave fiscal year.

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

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

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

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

Section 4. Civic Duty/Military Leave

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

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

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

Section 5. General Unpaid Personal Leave

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

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

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

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

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

Section 6. Insurance Implications

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

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

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

Section 7. Accrued Benefits:

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

Subd. 2. Employees on General Leaves: An employee on a general leave under this article shall retain their number of personal and sick leave days, and other accrued benefits, if any,

up to the date that the employee went on leave for use upon the employee's return from leave. No additional paid leave days or other benefits shall accrue for the period that the employee is on unpaid leave.

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

Section 9. Bereavement/Death and Illness:

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

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

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

Section 10. Personal Leave:

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

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

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

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

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

- A. A personal leave day normally shall not be granted for the day preceding or the day following Minnesota Educators' Academy (MEA) break, the long weekend that includes the fourth (4th) Thursday in November, winter break, or spring break, or any in-service/professional development days, and the first ten (10) and last ten (10) student contact days of the school year. When the licensed staff duty day calendar includes a staff inservice or conference day that is not required for employees in this contract, the day preceding or the day following are eligible for use of personal leave.
- B. Personal leave requests may be denied on a particular day, if other employees in the same bargaining unit have already been granted personal leave which would be disruptive of the functioning of the particular program. In addition, personal leave requests will not be approved for more than one (1) interpreter on any given day.
- C. Requests for exceptions to the expectations herein require the approval of the superintendent or their designee through a review process. Employees seeking exceptions to use personal leave during the restricted periods listed above must reach out to the Director of Human Resources.

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

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

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

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

ARTICLE X PROBATIONARY PERIOD

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

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

ARTICLE XI EMPLOYEE SUPERVISION

Section 1. Employee Improvement Plans:

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

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

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

Section 2. Employee Discipline:

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

Subd. 2. Oral or Written Reprimands. The school district shall typically follow a progressive discipline approach as outlined in this Article depending upon the gravity of the misconduct or the level of performance issues. The school district may, at its sole discretion, move

immediately to a higher level of discipline, depending upon the severity of the misconduct or lack of performance.

- a) Oral Reprimand. Oral reprimands may be issued to employees in the event of relatively minor infractions. Oral reprimands shall not be grievable under Article XIV of this agreement. Oral reprimands shall not be documented in the employee's official personnel file.
- b) Written Reprimand. Written reprimands (Notices of Deficiency) may be issued by the school district for more serious misconduct or when oral warnings have not corrected the employee's behavior or performance. Written reprimands will be placed in the employee's personnel file. Employees may respond in writing to written reprimands and such responses shall be placed in the employee's official personnel file. Written reprimands are grievable under Article XIV of this Agreement. The standards of review are whether or not any material in the employee's official personnel file is false or inaccurate or is without just cause. Any material found through the grievance procedure to be false or inaccurate or without just cause shall be expunged from the employee's official personnel file.

Subd. 3. Suspension.

- a) An employee may be suspended without pay for grounds as described in Minn. Stat. Section 122A.40, Subd. 9(a) through (e) or Minn. Stat. Section 122A.40, Subd. 13 (1) through (6). Any suspension is subject to the grievance procedure under Article XIV of this Agreement. Additionally, an employee may be suspended without pay when other disciplinary measures have been applied without sufficient positive result, or for other willful violations of District policies or directives.
- b) Suspension shall take effect upon written notification from the Superintendent of Schools to the employee stating the grounds for suspension. The employee shall have the right to invoke the grievance procedures set forth in Article XIV of this Agreement at the arbitration level provided written notification requesting arbitration is received by the superintendent within fifteen (15) days after receipt of the written notice of suspension.
- c) The suspension shall take effect upon receipt by the employee of the written notice of suspension or shall take effect as otherwise indicated in the written notice of suspension. The suspension shall continue in effect for the time period provided in the written notice or as otherwise decided by the school board, but not to exceed a period of thirty (30) workdays.

Subd. 4. Termination for Cause.

- a) An Interpreter who has passed the probationary period may be terminated for cause at the end of a school year for any of the following reasons:
 - i. Inefficiency;
 - ii. Neglect of duty, or persistent violation of school laws, rules, regulations, or directives;

- iii. Conduct unbecoming an Interpreter which materially impairs the Interpreter's educational effectiveness;
 - iv. Other good and sufficient grounds rendering the employee unfit to perform the Interpreter's duties.
- b) An Interpreter will not be terminated upon one of the grounds specified in clause (1), (2), (3), or (4), unless the Interpreter fails to correct the deficiency after being given written notice of the specific items of complaint and reasonable time within which to remedy them.
- c) Immediate discharge. A board may discharge a non-probationary Interpreter, effective immediately, upon any of the following grounds:
 - i. Immoral conduct, insubordination, or conviction of a felony;
 - ii. Conduct unbecoming an Interpreter which requires the immediate removal of the Interpreter from classroom or other duties;
 - iii. Failure without justifiable cause to be present at assigned work place without first securing the written release of the school board;
 - iv. Gross inefficiency which the Interpreter has failed to correct after reasonable written notice;
 - v. Willful neglect of duty; or
 - vi. Continuing physical or mental disability subsequent to a twelve-month (12) leave of absence and inability to qualify for reinstatement.

ARTICLE XII

SENIORITY

Section 1. Seniority: The parties recognize the principle of seniority in the application of this Agreement concerning reduction or increase in force, and reduction of working time, within qualification areas as defined by the school district. For purposes of this Article, the school district reserves the right to define reasonable qualifications within reasonable program areas and program skills. The exercise of seniority, therefore, shall be subject to the employee's qualifications within said areas.

Section 2. Seniority Date: An employee shall acquire a seniority date upon completion of the probationary period as defined in this Agreement and upon acquiring seniority the seniority date shall relate back to the date of original hire. If more than one employee is hired on the same date, the tie shall be broken by lot.

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

Section 4. Seniority List: There shall be two separate seniority lists and an employee shall have seniority rights only within the list that they are qualified for pursuant to this section. An employee shall acquire seniority either as a sign language interpreter or as a cued language transliterator. To be eligible on the seniority list, an employee must have the appropriate certification and have been assigned by the school district as either a sign language interpreter or cued language transliterator. To be eligible on the seniority list, an employee must have the appropriate certification and have been assigned by the school district as either an interpreter/transliterator or cued speech transliterator. An

employee who meets both of those qualifications may appear on both seniority lists. An employee shall not exercise seniority in one of the two positions unless the employee is eligible on the particular list. Effective July 1, 2000, all sign language interpreters or as a cued language transliterators who have the certification within one or both areas shall be senior to anyone else on the list who does not have such certification. However, the employee without certification will retain their original seniority date and upon obtaining certification will have seniority consistent with the original seniority date. For purposes of this section, a sign language interpreter must be certified by Registry of Interpreters for the Deaf (RID), National Association of the Deaf (NAD) or Educational Interpreter Performance Assessment (EIPA). Certification for a cued language transliterator shall be by certification from Testing, Evaluation and Certification Unit (TECUnit). If Minnesota Statute recognizes a new certification testing organization, that certification shall apply here.

Section 5. School District Discretion: Effective July 1, 2000, the school district reserves the right to place on layoff any employee who is not certified and replace such employee with a certified employee if financial aids are negatively affected because of lack of certification.

Section 6. Seniority List Posting: Seniority lists shall be published no later than February 15 each year. The list shall indicate the employees' seniority date and position. The list shall be distributed to the union members via email.

ARTICLE XIII MISCELLANEOUS

Section 1. Travel Expense and Mileage Reimbursement:

Subd. 1. Interpreters required by the school district to use their own vehicles in the performance of their duties shall be reimbursed for such travel at the rate as prescribed by School Board policy.

Subd. 2. In the event that an interpreter is obliged to travel to diverse job sites during the course of the employee's duty day, the School District shall reimburse the employee at the School District's approved mileage rate. Mileage reimbursement shall not apply towards the employee's mileage from home to the initial assignment location at the beginning of the day, nor from the last assignment location to the employee's home at the end of the day.

Section 3. Registry of Certified Interpreters and Translators: Sign language interpreters who verify their testing for a Certificate of Interpretation issued by the Registry of Interpreters for the Deaf (RID), National Association of the Deaf (NAD) or Educational Interpreter Performance Assessment (EIPA) or for cued language transliterators certification from Testing, Evaluation and Certification Unit (TECUnit) shall, upon such completion of any test, be reimbursed for the testing costs in an actual amount, not to exceed a total of \$550 per interpreter, annually. If Minnesota Statute recognizes a new certification testing organization, that certification shall apply here.

Section 4. Certification Maintenance Program/Annual Registration: For interpreters certified by the Registry of Interpreters for the Deaf and has MRID and/or NAIE and/or NAD memberships and/or NCSA and/or CSAM and for Cued English Translators Certified by the Testing, Evaluation, and Certification Unit who verify their certification, the maintenance

Commented [1]: For clarity's sake, do we need to add the full name of all these organizations under the respective job descriptions to whom they apply? For example, does MRID need to be expanded to Minnesota Registry of Interpreters for the Deaf and then listed under section 4a?

Commented [2R1]: IF the full names are needed, I'll list them here: For Interpreters - Minnesota Registry of Interpreters for the Deaf (MRID), National Association of Interpreters in Education (NAIE), National Association of the Deaf (NAD). For Translators, National Cued Speech Association (NCSA), Cued Speech Association of Minnesota (CSAM).

fee, annual registration or membership fees, these employees will be reimbursed by the district as follows:

- a) On an annual basis, interpreters can request reimbursement for maintenance fee/annual registration for up to ~~\$250~~465.
- b) On an annual basis, transliterators can request reimbursement for maintenance fee/annual for up to ~~\$200~~400.

Section 5. Job Description: Job descriptions for positions covered under this bargaining agreement shall be reviewed with Human Resources every four (4) years, or during every other contract negotiation cycle.

Commented [3]: Do we need to add the word "Registration" after "annual" for consistency's sake with section 4a?

Commented [4]: New/Added

ARTICLE XIV GRIEVANCE PROCEDURE

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

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

Section 3. Definitions and Interpretations:

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

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

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

Section 4. Time Limitation and Waiver: Grievances shall not be valid for consideration unless the grievance is submitted in writing to the school district's designee, setting forth the facts and specific provision of the Agreement allegedly violated and the particular relief sought within twenty (20) days after the date the event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereinafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the employee and the school district's designee.

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

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

Subd. 2. Level II: In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the superintendent of schools, provided such appeal is made in writing within five (5) days after receipt of the decision in Level I. If a grievance is properly appealed to the superintendent, the superintendent or their designee shall set a time to meet regarding the grievance within fifteen (15) days after receipt of the appeal. Within ten (10) days after the meeting the superintendent or their designee shall issue a decision in writing to the parties involved.

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE XV SEVERANCE/EARLY RETIREMENT

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

Section 2. Cut-off Date: The benefits of this article shall not apply to a member of this group employed after July 1, 2020.

Section 3. Eligibility: Full-time employees who have completed at least fifteen (15) years of continuous service with the School District, and who are at least fifty-five (55) years of age, or have completed thirty (30) years of service with the School District shall be eligible for severance pay pursuant to the provisions of this Article upon submission of a written resignation accepted by the School Board. Severance pay shall not be granted to any employee who is discharged for cause by the School District.

Section 2. Amount of Severance: Eligible employees, upon retirement, shall receive as severance pay unused sick leave days, not to exceed thirty-five (35) days.

Section 3. Method of Pay-out:

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

Section 4. Notice: To be eligible for the benefits of this section, unless waived by the School District, an employee must notify the School District not less than 45 calendar days prior to the proposed retirement date.

ARTICLE XVI
403b MATCHING CONTRIBUTION

Section 1. Eligibility: To be eligible for contribution under this Article, an employee must have completed one (1) year of employment in the District to be eligible for contribution in the employee's second year of service. The first year of employment shall be defined as any days of employment prior to the last student day of the regular school calendar in the first employment agreement. The next regular school calendar becomes the second year of employment. Further, to be eligible for this contribution an employee must be regularly employed at least 1110 hours during the contract year, and such benefits shall not apply to substitute employees. ~~For employees employed less than 1110 hours, but at least 550 hours per year, the school district shall make a contribution according to Section 2 below.~~

Section 2. Contribution. Effective July 1, 2026, the school district will match the employee contribution up to a maximum as listed in the following schedule for full time employees, according to year of continuous employment. For eligible employees as defined in Section 1, employed less than full time, the school district will make a 50% matching contribution, as listed in the following schedule.

Continuous Years of Employment in District	1110+hrs/yr	550-1109 hrs/yr
2-4	\$ 350 250	\$125
5	\$ 450 450400	\$200
6-9	\$ 650 550	\$275
10-15	\$ 870 0	\$350
16+	\$ 9850	\$425

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

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

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

ARTICLE XVII DURATION

Section 1. Term and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing July 1, 202~~6~~4, through June 30, 202~~8~~6, and thereafter pursuant to PELRA. If either party desires to modify or amend this Agreement commencing on July 1, 202~~8~~6, it shall give written notice of such intent no later than May 1, 202~~8~~6. Unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety (90) days prior to the expiration of this Agreement.

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

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

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

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

DAKOTA COUNTY FEDERATION
OF INTERPRETERS LOCAL #3904A

INTERMEDIATE SCHOOL DISTRICT 917

President

Chair

Clerk

| Dated: ~~July 9, 2024~~

Dated: ~~August 4, 2026~~ ~~July 9, 2024~~

SCHEDULE A
SIGN LANGUAGE INTERPRETERS
20264-20275 SALARY SCHEDULE

202 <u>6</u> 4-202 <u>7</u> 5 School Year		
	Range 1	Range 2
Steps	Non-Certified	Certified
1	<u>29.81</u> \$27.00	<u>33.93</u> \$31.00
2	<u>30.41</u> \$27.58	<u>34.53</u> \$31.58
3	<u>31.00</u> \$28.16	<u>35.12</u> \$32.16
4	<u>31.10</u> \$28.74	<u>35.22</u> \$32.74
5	<u>31.70</u> \$29.32	<u>35.82</u> \$33.32
6	<u>32.30</u> \$29.90	<u>36.42</u> \$33.90
7		<u>37.01</u> \$34.48
8		<u>37.61</u> \$35.06
9		<u>38.21</u> \$35.64

SCHEDULE B
SIGN LANGUAGE INTERPRETERS
2027~~5~~-2028~~6~~ SALARY SCHEDULE

2027 5 -2028 6 School Year		
	Range 1	Range 2
Steps	Non-Certified	Certified
1	<u>30.41</u> \$27.84	<u>34.61</u> \$31.93
2	<u>31.02</u> \$28.44	<u>35.22</u> \$32.53
3	<u>31.62</u> \$29.00	<u>35.82</u> \$33.12
4	<u>31.72</u> \$29.60	<u>35.92</u> \$33.72
5	<u>32.33</u> \$30.20	<u>36.54</u> \$34.32
6	<u>32.95</u> \$30.80	<u>37.15</u> \$34.92
7		<u>37.75</u> \$35.51
8		<u>38.36</u> \$36.11
9		<u>38.97</u> \$36.71

ATTACHMENT A
GRIEVANCE REPORT FORM
INTERMEDIATE SCHOOL DISTRICT 917

Name: _____

Building: _____

Date Grievance Occurred:

Statement of Facts:

Specific Provisions of Agreement Allegedly Violated:

Particular Relief Sought:

Date: _____

Signature of Grievant



Intermediate School District 917

Purposeful. Personalized. Partners.

1300 145th Street East, Rosemount, MN 55068

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

To: ISD 917 School Board

Date: August 4, 2026

Memo: Proposal of Substitute Pay Rates for 2026-2027 for Licensed Staff and ESP's

- New rates are effective August 1st, 2026

	FY27	FY26 previous year
Licensed Substitute Pay Rate	\$35.50/hr • Based on estimated hourly rate for BA, Step 1 of the 2025-26 teacher salary schedule	\$35.00/hr
Short-Call Substitute License (current employees who fill a teacher role with a short call license)	\$35.50/hr or, \$4.00/hr • above the employee's current hourly rate, whichever pay rate is higher	\$35.00/hr
Licensed Retiree Substitute Pay Rate	\$37.50/hr	\$37.00/hr
Categorical SpEd Licensed Substitute Pay Rate	\$40.00/hr • Categorical Special Education licenses do NOT include ABS (academic behavioral strategist)	\$39.00/hr
Non-Licensed Education Support Professional (ESP) Pay Rate	\$23/hr • Step 1 of the ESP salary schedule for 2026-27 per contract language \$26.34/hr • Step 1 for ISPs, BSPs & SFSPs	\$22.55/hr

Kelly Education Services Year End Data - Substitute Rates of Pay from metro school districts

- Average teacher daily substitute rate - \$200-\$250 per day or \$28.57/hr - \$35.71/hr (includes retired teacher rates of pay)
- Average paraprofessional hourly substitute rate - \$19.50/hr - \$23/hr

TO: The ISD 917 School Board Members and the file of Dr. Michael Favor
FROM: School Board Vice Chair, Mark A. Zuzek
DATE: 8/4/2026
REGARDING: Superintendent year-end review

**Intermediate District 917
2025-2026 Superintendent End-of-Year Review Results and Analysis**

On Tuesday, July 7, 2026, the ISD 917 school board met to review the reviews of the school board survey for Dr. Michael Favor's 2025-26 performance review. Dr. Favor had three goals. On a scale of one to four, with four being "exceeded expectations, The scores were as follows: Goal #1 - 3.7, Goal #2 - 3.4, and Goal #3 - 3.4.

Overall Assessment of Performance

The school board of ISD 917 stands in strong support of Dr. Michael Favor as the Superintendent of Schools. We are proud of ISD 917's reputation, impressed by the district's current status and recent successes, and excited to continue well into the future with capable leadership. The alignment of the goals, metrics, and outcomes of the superintendent, the district leadership team, and the school board is the secret sauce. This would not be possible without the continued focus and coaching of Dr. Favor.

Thank you for your talent, effort, and success!

Superintendent Goals 2026-2027 School Year

Working Draft 7.23.26

Approved Goals - DATE HERE

Goal 1

By the end of the 2026-2027 school year, the district will expand its alternative learning (DCALS) and CTE programming by increasing total enrollment by 15% within budget and securing new business partnerships for student mentorships and internships.

Goal 2

By the end of the 2026-2027 school year, we will increase overall school enrollment to (95)% through optimized monthly intake workflows, close member-district collaboration, and targeting hiring goals to support safe and responsible enrollment practices.

Goal 3

By June 30, 2027, the district will support staff stability by increasing the Educational Support Professional (ESP) and Instructional Support Professional (ISP) applicant pool by 10% using targeted, site-based recruitment and retention strategies.

AGREEMENT

Independent School District #192 ("ISD 192") and
Intermediate School District #917 ("ISD 917")

THIS AGREEMENT ("Agreement") entered into this ____ day of _____, 2026, by and between Independent School District #192 ("ISD 192"), and Intermediate School District #917 ("ISD 917").

WHEREAS, ISD 917 is an intermediate school district organized according to Minnesota Statutes, Chapter 136D, and its mission includes providing special education and related services to students; and

WHEREAS, ISD 917 provides an early childhood mental health program to eligible students of its member districts; and

WHEREAS, ISD 192 agrees to provide for purchase by ISD 917 an appropriately licensed early childhood special education teacher for the early childhood mental health program;

NOW THEREFORE IT IS AGREED:

1. EMPLOYMENT

Deb Johnson, an early childhood special education teacher for ISD 192, has been hired to provide services to students receiving early childhood special education services in the mental health program provided by ISD 917 for the 2026-2027 school year.

Deb Johnson, will be a full-time teacher of ISD 192 entitled to all salary and benefits as described in the master agreement between ISD 192 and the Farmington Education Association representing teachers and is subject to the policies, regulations, benefits, and laws applicable to School Board employees.

2. REIMBURSEMENT OF SALARY AND BENEFITS

The parties agree that, during the term of this Agreement, ISD 917 will reimburse ISD 192 the full cost of salary and benefits. ISD 917 agrees to remit payment in two equal installments payable mid-year and prior to June 15 based on billing from ISD 192.

Additional compensation for professional development paid hourly at the employee's hourly rate will be billed by ISD 192 to ISD 917 separately. In addition, mileage paid at the federal mileage rate incurred by the employee will be billed by ISD 192 to ISD 917 separately.

Costs for substitutes for the early childhood special education teacher will be incurred by and paid for by ISD 917 directly.

3. LIABILITY AND INSURANCE

ISD 917 assumes liability for the acts and omissions of its employees, but does not assume any liability for the acts or omissions of the employees, agents and assigns of ISD 192. ISD 917 and ISD 192 agree that they will at all times during the term of the Agreement, have and keep in force a liability policy that names the other as an additional insured. Limits will include one million dollars (\$1,000,000.00) for each occurrence with two million dollars (\$2,000,000.00) aggregate. Each agrees to provide a Certificate of Insurance to the other upon request.

4. PERSONNEL

ISD 917 and ISD 192 hereby acknowledge and agree that ISD 192's employees are not employees of ISD 917, and that ISD 192's employees or its agents will have no authority to bind ISD 917 or otherwise incur liability on behalf of ISD 917 without the express written delegation of authority by ISD 917. ISD 917 shall have no obligation to provide any ISD 192 employee with benefits or privileges of any kind or nature including, without limitation, insurance benefits, pension benefits, worker's compensation benefits or any other benefits ISD 917 provides to its employees. ISD 192 has exclusive control and the right to hire and discharge any of its employees rendering services under this Agreement. ISD 192 will be solely responsible for the payment of wages, taxes, and other related charges for services rendered under this Agreement by its employees.

5. CONFIDENTIALITY AND DATA PRACTICES

Minn. Stat. § 13.05, Subd. 11 applies to this Agreement. The Parties believe that data generated and maintained in the early childhood mental health program are government data and are therefore subject to the Minnesota Government Data Practices Act or the federal Family Educational Rights and Privacy Act ("FERPA").

6. TERM, TERMINATION, OR MODIFICATION

The term of this Agreement shall be from July 1, 2026, through June 30, 2027. If the parties mutually agree in writing, this Agreement may be terminated on the terms and the date stipulated in such a separate written document. This Agreement may not be modified without the written and mutual consent of both parties.

7. CONTRACT ADMINISTRATION

The Agreement shall be administered on behalf of ISD 192 by the Superintendent or designee and shall be administered on behalf of ISD 917 by the superintendent or designee.

8. NOTICE

All notices or other communications required or permitted to be given under this Agreement must be in writing and will be deemed to have been given properly if delivered personally by hand or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the appropriate party at the following address or any other address that may be given in writing to the parties:

<u>ISD 192:</u>	<u>Dana Strop</u>
	Name of Director of Special Services
	<u>20655 Flagstaff Avenue</u>
	Address
	<u>Farmington, MN 55024</u>
	City, State, Zip
	<u>651-463-5022</u>
	Phone
	<u>651-463-5071</u>
	Fax

ISD 917:

Melissa Schaller
Name of Executive Director of Student Services

14300 145th Street East
Address
Rosemount, MN 55068
City, State, Zip

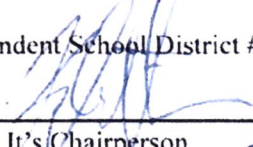
651-423-8204
Phone
651-423-8776
Fax

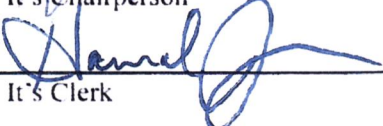
9. GENERAL

This Agreement cannot be assigned by either party, except with the prior written consent of the other party. This Agreement shall be governed by and construed under the laws of the State of Minnesota. If any provision of this Agreement is invalid, illegal, or unenforceable under any applicable statute or rule of law, it is to that extent deemed omitted and the remainder of the Agreement shall be valid and enforceable to the maximum extent possible.

IN WITNESS WHEREOF, the duly authorized officers or representatives of the parties have set their hands hereto on the dates indicated by their signatures.

Independent School District #192 Farmington Area Public Schools

By: 
It's Chairperson

By: 
It's Clerk

Dated: _____, 20____ School Board's Tax Identification Number: 41-6007663

Intermediate School District 917

By: _____
It's Chairperson

By: _____
It's Clerk

Dated: _____, 20____ School Board's Tax Identification Number: _____