

**INTERMEDIATE SCHOOL DISTRICT 917
IN DAKOTA COUNTY**

REGULAR SCHOOL BOARD MEETING

Tuesday, May 1, 2018

AGENDA:

- I. **TOUR at 4:45 PM**
- II. **Call to Order - Jill Lewis**
- III. **Conduct Pledge of Allegiance - Chair Lewis**
- IV. **Visitors opportunity to be heard - Chair Lewis**
- V. **Good News Report - Directors** 2
- VI. **Consent Items - Chair Lewis**
 - A. Minutes, April 10, 2018, Regular School Board Meeting - John Christiansen 12
 - B. Minutes, April 10, 2018, School Board Work Session 15
 - C. Personnel Considerations - John Christiansen 16
- VII. **Donations - Jill Lewis** 20
- VIII. **Business Manager's Report - Nicolle Roush**
 - A. Review and Approve Payment of Bills 22
 - B. Review and Approve Wire Transfers 28
 - C. Review and Approve Investment Report 45
- IX. **Reports**
 - A. Resolution Teachers' Appreciation Week - John Christiansen 46
 - B. Preliminary Review of Budget 2018-2019 - Nicolle Roush 49
 - C. Board Consideration of Continuation of TIES membership - John Christiansen 61
- X. **New Business**
 - A. Review and Approve Professional/Technical Services Contract with Dakota County Technical College - Eric VanBrocklin 70
 - B. Resolution Relating to the Termination and Nonrenewal of the Teaching Contracts of Probationary Teachers - Melissa Schaller 78
 - C. Board Consideration of Approval of Health Associates and Interpreters' Contracts - John Christiansen 79
 - D. Board consideration of 2018-2019 Salary for Special Education Deans - John Christiansen 148
 - E. Review and Approve Superintendent's Contract for Mark Zuzek for 2018-2021 - Jill Lewis 160

SCHOOL BOARD CALENDAR INFORMATION SCHOOL BOARD CALENDAR INFORMATION

May 22, 2018, 6:00 PM, DCALS Student of Distinction, DCTC, Dakota Room

May 29, 2018 - 3:00 PM, Supt. John Christiansen's Retirement Party

June 1, 2018, Noon, Graduation, Cedar, 2140 Diffley Road, Eagan

June 1, 2018, 1:00 PM, Graduation, Lebanon Education Center, 4800 149th Street, Apple Valley

June 5, 12:45 PM DASH Graduation, Lakeville North High School, 19600 Ipava Ave. West, Lakeville, Room 248

June 5, 2018 - 1:00 PM, Graduation - Alliance Education Center, 14300 Biscayne, Rosemount

June 12, 2018 - 5:00 PM, Regular School Board Meeting, 917 Board Room

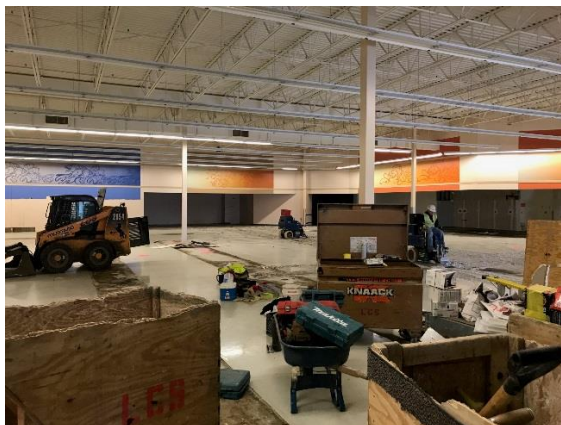
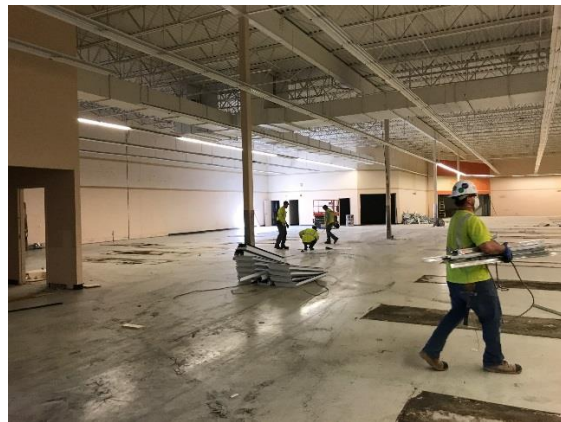
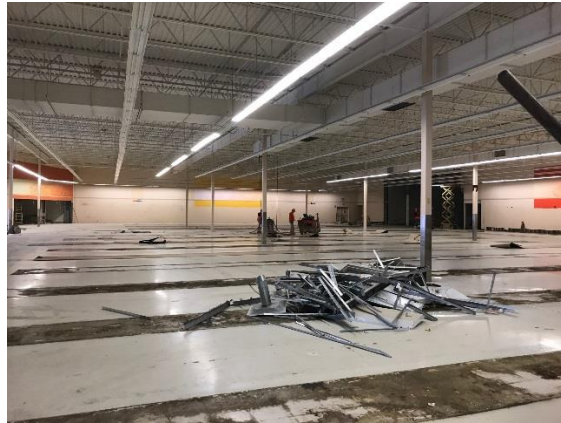
June 6, 2018 - 12:30 PM, TESA Graduation, DCTC, Dakota Room

June 6, 2018 - 2:00 PM, DCALS North Graduation, 150 E. Marie, West St. Paul

June 6, 2018 - 6:00 PM, DCALS Graduation, DCTC

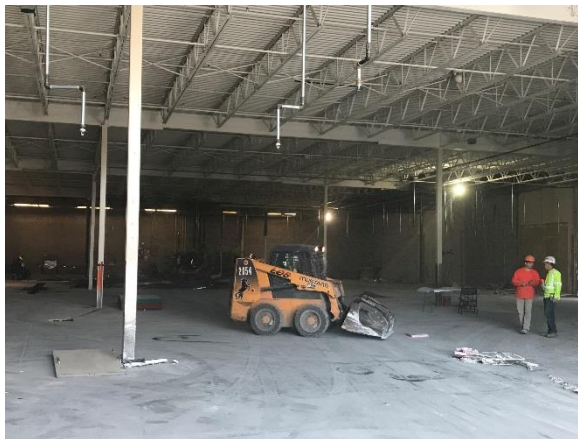
Good News
Tuesday, May 1, 2018

- Construction is underway at Concord Education Center. At our regular, weekly construction meeting we had the opportunity to meet with three of four building inspectors for the City of Inver Grove Heights. They are being very accommodating and are planning on reserving time for inspections every other day to ensure that our project stays on track. Below are pictures of construction from the first day.





Below are some pictures from today.



- Our early childhood TEA sites have been determined. Our Farmington location will be at Riverview Elementary School and our Inver Grove Heights location will be at Pine Bend Elementary. Both principals in the buildings requested to host the program after discussion with their respective directors.

- Hiring is well underway. We posted 70.3 positions overall for licensed staff and have 24.5 licensed staff vacancies remaining. Of those vacancies, eight are for teachers. Below is a breakdown by supervisor:

Supervisor	Remaining openings	Total postings
Budach	1	9
Gulbransen	4	13
Hetland	3.5	7.5
New	7	14
Peterson	2.0	7.0
Schaller	0	1
Stoll	7	19

- Congratulations to **Ann Mayes, Teacher of the Deaf/Hard of Hearing and Lead Teacher**, on her article published for the DCDD - D/HH Constituency titled *Captioning and Subtitling Benefit All Students for Increased Literacy*. Ann is also working with the Commission of Deaf, DeafBlind, and Hard of Hearing Minnesotans (MNCDHH) to create a statewide Captioning/Same-Language Subtitling Campaign for ALL students.
- The high school and transition students at the Cedar SUN program have been working hard to create their second student-led newscast. A green screen was brought into the classroom for students to use during their filming. Using an iPad and the DO INK app, they learned how to add pictures, videos, and special effects to their footage to create interesting news stories. Their stories were then transferred into iMovie to connect the segments and to do additional editing. The students are very excited about the outcome of their twenty-three-minute news production. A special thanks to Amanda Peters for all of her assistance with this production.

On Friday, April 20th families were invited to school view the newscast. During the visit students also showed the parents the sleeping mats they have made for the homeless and the wooden boxes they made during transition class. The day was topped off with a special treat that the students prepared in cooking class.

- At Cedar-SUN on Friday March 23, 2018, staff invited Mad Science to join our program to provide science demonstrations for the students to observe. Students and families were also able to participate in hands on experiments after the demonstration.





- Matt Trainer and Norm Smith's high school class at Lebanon Education Center have been learning about writing news articles and putting together a school newspaper. Their first issue has been published.
- Recently Alliance Education Center held spring conferences. They had an 85% attendance rate! It was great to have families in the building learning about their child's educational progress. At conferences, staff at AEC also worked with families to plan for the transition of two students back to Farmington High School in the fall as well as three SUN students the TESA program full-time.
- The Friday of conferences Alliance Education Center hosted their annual Law Enforcement Pot Luck event. Licensed staff bring a dish to pass and local law enforcement partners from the Dakota County Sheriff's Office and Rosemount Police Department are invited. This is done to celebrate the great work and support they provide to AEC on a regular basis. We are grateful for their continued support of our students and staff.
- AEC student of the month was Carson Anderson in the SUN program. He was awarded a lunch of his choice delivered to him by staff.



- Recently three student teachers from the EBD co-hort collaborative with the U of M were hired at Alliance Education Center. Each of these new hires have been paraprofessionals in our programs. We are very excited to have them join the Alliance Team.
- Finally, AEC recently had a student become junior deputized for his continued support of keeping our school safe. This was a big deal to this student and something he has not stopped talking about (Student: Cole Rynda/ SUN Program/Grade 10).



- Spring Conferences at New Chance and Riverside were a huge success. On April 12, 100% of the parents who were invited to conferences at the Juvenile Service Center, attended. Dakota County provided parents with the following so parents could participate: transportation, dinner and a gift card. Parents were able to tour the Riverside and New Chance schools and meet with

their child's teacher about their progress and education. Parents, school staff and county staff were all happy to have to opportunity to connect and share information.

- This year for the TESA Spring Formal, the Hastings Beauty School provided interested students in TESA with a formal hair do and application of makeup as well as manicures. This wonderful opportunity was provided by beauty students, willing to provide these services at no cost to our students.
- The annual TESA Spring Formal took place at the Dakota County Technical College on Friday evening, April 27th. The theme chosen by students this year was "Music of the Decades." The event took place in the East Commons at DCTC and was planned and prepared by TESA staff and students. Students strolled down the red carpet with their dates as they were introduced to the crowd of parents, guardians, and various visitors. Special thanks to TESA teachers and staff for their time and hard work to make this event a success. Again, we also want to recognize the Dakota County Voiture #1457 "40 & 8" for their generous contributions to help make this event happen.

Good News Report
Secondary Programs
May, 2018

-The Cheery Nook Sidewalk Cafe operated by the Food Industry Careers and Fundamental Chef students was a huge success!

The students cooked and served meals to order for over 175 guests plus to go orders. The cafe was open for 6 days, 2 shifts per day.

Students experienced first-hand what it would be like to be working in a made to order cafe. They got to practice skills they have learned throughout the school year including food safety and preparation, customer service skills, multi-tasking, teamwork, how to cook food orders, and follow directions in a busy situation.

Thank you to all who participated by dining at the cafe. Without customers the students would not be able to have this experience!

-The ISD 917 Total Auto Care program got 15 fenders donated to the program from LKQ in Farmington. These have a value of \$1000.





-John Pereda, School Counselor for DCALS is sharing some pics from our visit to the capital where the students spoke with Senator Carla Nelson(Rochester) and another picture with Representative Wills(Rosemount) . I took six students that met with 3 state reps and 4 state senators. They discussed their thoughts on school safety, attending an ALC, resources available / unavailable to them, and access to mental health resources. These students strongly represented DCALS, and learned how easy it is advocate for themselves as constituents. Representative Wills is coming to visit our campus Friday, May 4th.





-Students in both the Food Industry Careers & Fundamental Chef Training students are hosting a Pancake Breakfast on Tuesday 5-8-18 from 8:30-10:30 AM at DCTC in Rosemount.

It will be held in the hallway outside of rooms 1-201 & 1-202.

\$6.00 includes pancakes, 3 pork sausage links, syrup, butter, orange juice, coffee, & milk.

To go orders are available. For more information, call 651-423-8441 and ask for Darla or Patty

INTERMEDIATE SCHOOL DISTRICT 917

A School Board Meeting of the Intermediate School District 917 School Board was held on Tuesday, April 10, 2018, in the 917 Board Room, 1300 145th Street East, Rosemount, MN.

Members Present: Dick Bergstrom, Wendy Felton, DeeDee Currier, Jill Lewis, Byron Schwab, Russ Rohloff, Bob Erickson, Vanda Pressnall, Melissa Sauser and ex-officio member Superintendent John Christiansen.

Members Absent: None.

Also Present: Eric Van Brocklin, Lonnie Provencher, Janel Vrieze, Brooke Peterson, Karey Heim, Don Budach, Rebecca Zuehlke, Ken Lacroix, Melissa Schaller, and Linda Berg

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

There were no visitors to be heard.

The good news reports were presented.

1. Motion by Bob Erickson, seconded by Byron Schwab, to approve the consent items, as presented. All present voted aye. Motion carried.
 - **Minutes:** March 6, 2018, Regular School Board Meeting
 - **Personnel:** *New Hires:* Holly Abel, Sign Language Interpreter, effective April 2, 2018. Jenny Cuttle, Classroom Assistant, effective April 3, 2018 (from Student Assistant to Classroom Assistant). Bridget Kopp, Classroom Assistant, effective April 3, 2018. Autumn Lapinski, Classroom Assistant, effective March 21, 2018. Emily Nord, Classroom Assistant, effective April 3, 2018. Ellen Puff, Classroom Assistant, effective March 20, 2018. Kathryn Reuder, Classroom Assistant, effective April 2, 2018. Jeryn Waldera, Board Certified Behavior Analyst, effective July 1, 2018. *Change in Status:* Joan Asmus, Nurse, continue at 1.0 FTE effective August 27, 2018, for the 2018-2019 school year only. Caitlyn Haring, Program Assistant, medical leave request effective March 1, 2018, with an expected return date of 4/2/18. *Resignations & Terminations:* Carrie Bartel, Special Education Teacher, effective June 8, 2018. Michael Berneche, Classroom Assistant, effective March 29, 2018. Brenda Croell, Teacher of the Deaf/Hard of Hearing, effective June 8, 2018. Haley Benson, Classroom Assistant, effective March 8, 2018. Theresa Bowlin, Special Education Teacher, effective June 8, 2018. Taylor Heitman, Classroom Assistant, effective February 7, 2018. David Johnson, Classroom Assistant, effective March 8, 2018. Alyssa McDonough, School Psychologist, effective June 8, 2018. Heather McElhatton, Speech Language Pathologist, effective June 8, 2017, contingent upon finding a suitable replacement. Kelly Nohelty, Special Education Teacher, effective June 8, 2018. Amanda Pagel, Licensed School Nurse, effective June 8, 2018. Richard Saintey, DAPE Teacher, effective June 8, 2018. Ashley Schaefer, Special Education Teacher, effective June 8, 2018. Kendra Thompson, Program Assistant, effective April 12, 2018. Colleen Weis, Special Education Teacher, effective June 8, 2018. Sarah Werner, Interpreter, effective April 1, 2018. *Retirements:* Sharon Seelig, Health Associate, effective June 7, 2018.
2. Board Member Dick Bergstrom, introduced the following resolution: Resolution to accept the following donations in the amount of \$1825. Donation of \$25 to the TESA Program from Costo of Burnsville, to be used for student activities. Donation of \$600 from Bijan Riahi of Eagan, to the Youth Transition Program to support the cost of lunches for students. Donations were matched through the Benefiting Community Impact Fund, a fund of the American Online Giving Foundation and their

participating corporation, Apple Inc. (Value: \$1800). The motion for the adoption of the foregoing resolution was duly seconded by Russ Rohloff, and upon vote being taken thereon, the following voted in favor thereof: Wendy Felton, Bob Erickson, DeeDee Currier, Dick Bergstrom, Russ Rohloff, Jill Lewis, Melissa Sauser, Bryon Schwab, Vanda Pressnall and the following voted against the same: none. Whereupon said resolution was duly passed and adopted. (Addendum A.)

3. Motion by DeeDee Currier, seconded by Vanda Pressnall, to approve the bills January 31, 2018, to February 28, 2018, the investment report and the wire transfers as presented. All present voted aye. Motion carried.
4. Motion by Bob Erickson, seconded by Russ Rohloff, to approve the new facility lease agreement. (Addendum F.) All present voted aye. Motion carried.
5. Motion by Dick Bergstrom, seconded by Vanda Pressnall, to offer the position of 917 Superintendent to Mark Zuzek, subject to legal background check and a mutually agreed upon contract (to be voted on the May 1 meeting). Voting aye: Vanda Pressnall, Dick Bergstrom, Byron Schwab, Wendy Felton, Jill Lewis, Melissa Sauser, Russ Rohloff. Bob Erickson and DeeDee Currier abstained from voting. Motion carried.

Jennifer Hetland presented Janel Vrieze with the 917 Teacher of the Winter Quarter plaque.

Brooke Peterson talked about Gretchen Toay (unable to attend the meeting) as the 917 Employee of the Winter Quarter.

6. Motion by Wendy Felton, seconded by Russ Rohloff, to approve the Temporary employee Report as presented. (Addendum B.) All present voted aye. Motion carried.

The Accounts Receivable Aged Invoice Report was reviewed.

7. Motion by Bob Erickson, seconded by DeeDee Currier, to approve the Special Ed Lead teachers for 2018-2019, as presented with a correction on the memo from 2017-2018 to 2018-2019. (Addendum C.) All present voted aye. Motion carried.
8. Motion by DeeDee Currier, seconded by Vanda Pressnall, to approve the DCALS Lead teachers for 2018-2019, as presented. (Addendum D.) All present voted aye. Motion carried.
9. Motion by Russ Rohloff, seconded by Byron Schwab, to approve the ISD 917 Calendar for 2018-2019, as presented. (Addendum E.) All present voted aye. Motion carried.
10. Motion by Board Member DeeDee Currier, to introduce the following resolution and waive the reading: Resolution relating to the termination and nonrenewal of the teaching contracts of Jennifer Bonneville, Jayne Ciordrau, Ashly Gagner, Addie Geske, Joe Lorenz, Leah Palma, Jessica Randol, Nate Steller, Derric Thames, Melinda Vancamp, Andrew Webster, Probationary Teachers. The motion for the adoption of the foregoing resolution was duly seconded by Vanda Pressnall and upon vote being taken thereon, the following voted in favor thereof: DeeDee Currier, Wendy Felton, Byron Schwab, Russ Rohloff, Melissa Sauser, Bob Erickson, Jill Lewis, Vanda Pressnall and voting against the same: none. Whereupon said resolution was declared duly passed and adopted. (Addendum F.)
11. Motion by Bob Erickson, seconded by Russ Rohloff, to approve the name of the new 917 building, located in Inver Grove Heights, to Concord Education Center. (Addendum G.) All present voted aye.

Motion carried.

12. Motion by Bob Erickson, seconded by Melissa Sauser, to table the report on revenue source options for enrollment Driven Staffing for IDEA, SUN and Tea programs and support staff for adding new facility to the May 1 Board meeting to enable Nicolle Roush to be in attendance.
13. Motion Russ Rohloff, seconded by Byron Schwab, to adjourn the meeting. All present voted aye. Motion carried.

There being no further business the meeting adjourned at 5:43 P.M.

The next regular School Board Meeting will be Tuesday, May 1, 2018, at 5:00 PM, in the 917 Board Room, at Dakota County Technical College, 1300 145th Street E., Rosemount. MN

Clerk

INTERMEDIATE SCHOOL DISTRICT 917

A School Board Work Session of the Intermediate School District 917 School Board was held on Tuesday, April 10, 2018, at 1300 145th Street East, Rosemount, MN.

Members Present: Dee Dee Currier, Dick Bergstrom, Wendy Felton, Russ Rohloff, Byron Schwab, Jill Lewis, Melissa Sauser, Vanda Pressnall, Bob Erickson.

Members Absent: none.

Also Present: Ken Lacroix and Linda Berg. Melissa Schaller, Brooke Peterson, Pam Biegler joined the meeting at 2:00 PM.

School Board Chair Jill Lewis called the meeting to order at 1:40 PM.

The School Board had second interviews for the two finalists for the Superintendent's position for ISD 917. They are Marcy Doud of ISD 197 and Mark Zuzek of ISD 200.

There being no further business the meeting adjourned 4:55 P.M.

The next regular School Board Meeting will be Tuesday, May 1, at 5:00 PM, in the 917 Board Room, at Dakota County Technical College, 1300 145th Street E., Rosemount. MN

Clerk

**SUMMARY OF PERSONNEL ITEMS RECOMMENDED
FOR ACTION AT BOARD MEETING OF MAY 1, 2018**

NEW HIRES:

Sadie Brayton, Classroom Assistant, effective April 16, 2018.

Crisoula Economou, Speech Language Pathologist, effective August 23, 2018.

April Laflex, Classroom Assistant, effective April 16, 2018.

CHANGE IN STATUS:

Elizabeth Annoni, Speech Language Pathologist, maternity disability leave effective on August 27, 2018, with an expected return date of November 2, 2018.

Jacob Donaldson, Classroom Assistant, medical leave request effective on or about April 16, 2018, with an expected return date of May 21, 2018.

Danielle Hewitt, Classroom Assistant, maternity disability leave effective on or about May 6, 2018, with an expected return date of June 18, 2018.

Timothy Ruff, Special Education Teacher, parental leave request effective on or about March 14, 2018, with an expected return date of March 21, 2018.

Nichole Short, School Psychologist, reduction in FTE from 1.0 to .9 effective August 27, 2018, for the 2018-2019 school year only.

Laura Tennessen, School Psychologist, continue at .95 FTE effective August 27, 2018, for the 2018-2019 school year only.

Kelsey Vangsgard, Program Assistant, maternity disability leave effective August 30, 2018, with an expected return date of October 1, 2018.

RESIGNATIONS & TERMINATIONS:

Sadie Brayton, Classroom Assistant, effective April 16, 2018.

Ellen Puff, Classroom Assistant, effective April 10, 2018.

To Bd 5/1/18

DISTRICT 917 CANDIDATE SUMMARY—EMPLOYMENT RECOMMENDATION

DATE: April 17, 2018	Teaching Licenses Held:
NAME: Sadie Brayton	
Position: Classroom Assistant	
College: Secondary: Special Education: <input checked="" type="checkbox"/> District:	Recommended Salary : \$17.54
	Employment Date : 4/16/18

Education:

	Institution	Graduated (yes or no)	Major	Degree/ Diploma
High School	Port Townsend High	Yes	Generals	Yes
Technical College				
College	University of Utah	Yes	Communication Sciences	BA
	Olympic College	Yes	Generals	AS
Other				

Teaching Experience:

Employer (most recent first)	From	To	Position/Responsibilities

Total Years Experience

Business/Industry Work Experience:

Employer (most recent first)	From	To	Position/Responsibilities
Harbor Audiology	1/17	Current	Audiology Assistant
Simply Hear	10/15	12/16	Office Manager/Audio. Assistant
Keith and Katherine Jessop	7/15	10/15	Private Nanny

Total Years Experience 2.5

Remarks:

Sadie will be a classroom assistant in the TEA Program at Lebanon Education Center.

To Bd 5/1/18

DISTRICT 917 CANDIDATE SUMMARY—EMPLOYMENT RECOMMENDATION

DATE: April 17, 2018	Teaching Licenses Held: Speech/Language
NAME: Crisoula Economou	
Position: Speech/Language	
College: Secondary: Special Education: <input checked="" type="checkbox"/> District:	Recommended Salary : \$45,284.00
	Employment Date : 8/23/18

Education:

	Institution	Graduated (yes or no)	Major	Degree/ Diploma
High School	Eagan High School	Yes	Generals	Yes
Technical College				
College	Northeastern University	Yes	Speech Language Path.	MA
	University of MN	Yes	Speech Language	BA
Other				

Teaching Experience:

Employer (most recent first)	From	To	Position/Responsibilities
Roseville Area Schools	8/17	6/18	Speech/Language

Total Years Experience 1

Business/Industry Work Experience:

Employer (most recent first)	From	To	Position/Responsibilities
Beverly Hospital	9/16	12/16	Student Clinician
Shore Educational Collaborative	5/16	8/16	Student Clinician
Boston Children's Hospital	1/16	6/16	Student Clinician

Total Years Experience 1

Remarks:

Crisoula will be a speech/language pathologist for the district based at Concord Education Center.

70 Bd 5/1/18

DISTRICT 917 CANDIDATE SUMMARY—EMPLOYMENT RECOMMENDATION

DATE: March 19, 2018	Teaching Licenses Held:
NAME: April Laflex	
Position: Classroom Assistant	
College: Secondary: Special Education: <input checked="" type="checkbox"/> District:	Recommended Salary : \$17.15
	Employment Date : 4/16/18

Education:

	Institution	Graduated (yes or no)	Major	Degree/ Diploma
High School	Rosemount High	Yes	Generals	Yes
Technical College				
College				
Other				

Teaching Experience:

Employer (most recent first)	From	To	Position/Responsibilities

Total Years Experience

Business/Industry Work Experience:

Employer (most recent first)	From	To	Position/Responsibilities
Mark Runkel	9/16	Current	Nanny
Jodi Aschoff	10/15	Current	PCA
New Horizon's	1/11	9/15	Teacher
ISD 196	9/06	12/10	Attendance Office secretary

Total Years Experience 12

Remarks:

April will be a classroom assistant in the SUN Program at Cedar School.

**Intermediate School District #917
School Board**

Resolution to Accept Donations

Board member _____, introduced the following Resolution:

RESOLVED, that the School Board of Intermediate School District 917 accept the following donation, as indicated below, in the amount of \$4425.

1. Donation of auto fenders for the Total Auto Care Program from LKQ Salvage. Value: \$1,000.

2. Donations for Staff Recognition to be used for door prizes. Value: \$3425)
\$50 SuperAmerica & \$50 Shell Gas Card – Rebate from HP Recycling Program (\$100 in gas cards!)
Two Tickets to St. Paul Saints Game and Fireworks after the game-Health, Safety & Wellness (Value \$40)
Four Tickets to the TWINS (\$280 value) – Shelby Peterson of Marco
\$100 JCPenney Gift Card
Free Hotel Night—Any night—Black Bear Hotel & Casino (Value: \$135) and \$40 Buffet for Two (located in Cloquet, MN)
\$75 Bluetooth Wireless Stereo Headset – Dakota Electric
\$200 HyVee assorted gifts – Joe Newman of Accelerated Technologies
Two \$25 Gift Cards to Lakeshore Learning from Kelly Minke
Four Silvermist Folding Chairs – Brady Hendricks, Virco (Value \$60)
\$20 Olive Garden – Rebate from HP (printer cartridges)
\$20 Roasted Pear – Donation
\$25 Olive Garden Gift Card – HP Printer Rebate
Three inverted umbrellas – Mike Callahan from Innovative Office Solutions (Value: \$45)
Five \$20 Gift Cards to Menards – Board Member Bob Erickson
\$25 Gift Card to Target – Diane Jeffries
Healthy Body Gift Basket – Nicolle Roush (Value: \$75)
Two \$25 Gift Card to Samsclub - donation
Six \$20 Kwik Trip Gift Cards – Program Assistants’ Union
Two \$25 Visa Gift Cards from Zach Boxrud of Tierney Brothers
Five \$20 Kwik Trip Gift Cards from Jeff Moody of SupplyWorks
Five \$10 Target Gift Cards – Health Associates
Minnesota Mysteries Basket – Dave Stoll (Value: \$75)
Huge Calming, Relief Spa Basket - Terri Gulbransen (Value: \$125)
Ice Cream Basket – Lauren Kelley (Value: \$50)
Five \$20 Target Gift Cards – Teachers’ & Interpreters’ Union
\$25 Starbucks Gift Card – Teachers’ & Interpreters’ Union
\$25 Buffalo Wild Wings Gift Card – Teachers’ & Interpreters’ Union
Teacher Basket – Cory Langenfeld (Value: \$25)
AMC Movie Basket and Stay Home Movie Basket – Jennifer Hetland (Value: \$50)
Avon Skin Products and Purse – Teri Welch (Value: \$40)

Fancy Snacks Basket – Don Budach (Value: \$50)
Gourmet Assorted Coffee Basket – Eric VanBrocklin (Value: \$50)
Minnesota Hard Fruit Juice Basket – John Christiansen (Value: \$60)
Assorted Fun T-Shirts & Soul Spice Basket, Five Coffee Mug Sets, Basket of Minnesota snacks and Lift
Bridge Rootbeer – Melissa Schaller (Value: \$100)
Homemade crocheted blanket – Pam Biegler (Value: \$30)
Four - \$25 Holiday Gift Cards - Val Whitmer
Droolin Moose Chocolates – Shelly Dodge (Value: \$20)
Scented Oil Diffuser, Soup B owl/soup, body lotions, bath salts – Denise Horvath (Value: \$25)
Moodswings two-sided photoframe - Trina Walter (Value: \$20)
Scentsy candle warmer, soaps, lotions, TWINS hat, kitchen towels – Pam Garretson (Value: \$50)
EZ Air Park Free Three-Day Parking – Mary and Curt Callister (Value: \$60)
Jackpot Junction – Free hotel – Sunday – Thursday (Value: \$80)
Two Rayovac phone charges – Max Johnson – Spectrum Brands (Value: \$60)
Five \$10 Office Depot/OfficeMax gift cards – Bryce Morrison – Office Depot
Norwest Basket – Brooke Peterson (Value: \$50)
Bella Cast Iron Cooking Pot – Barb Schmitz (Value: \$50)
Six DMC (Dinner of the Month Club) cards – Health, Wellness & Safety (Value: \$120)
Superhero Basket with Dodge Balls and Candy – Health, Wellness & Safety (Value: \$20)
Two Superhero T-shirts and Superhero bags – Health, Wellness & Safety (Value: \$25)
Superhero Movies: Superman—Five collection; Captain Hook, Marmaduke, Batman-four collection,
XMen (Value: \$40)
Two \$25 gift cards to Applebees from Board Member Vanda Pressnall (Value: \$50)

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

and the following voted against the same:

Whereupon said resolution was declared duly passed and adopted.

Date Board Approved:

Intermediate School Dist 917
 CHECK REGISTER FOR BANK 01 - WELLS FARGO BANK
 DATE RANGE: 03/23/18 - 04/25/18

CHECK #	TYPE	CHECK AMT	CHECK DATE	VENDOR #	ADDRS #	VENDOR NAME	CHECK STATUS
323737	S	\$8481.22	03/29/18	40016	0	EDUCATION MINNESOTA, LOCAL 3904	OUTSTANDING
323738	S	\$71.88	03/29/18	24674	0	F.H. CANN & ASSOCIATES, INC	OUTSTANDING
323739	S	\$838.35	03/29/18	40017	0	O.P.E.I.U., LOCAL 12	OUTSTANDING
323740	S	\$163.94	03/29/18	29972	0	RELATED SERVICES NURSES ESP	OUTSTANDING
323741	S	\$3133.21	03/29/18	40018	0	S.E.P., LOCAL 4242	OUTSTANDING
323742	S	\$107.82	03/29/18	29207	0	U.S. DEPARTMENT OF EDUCATION	OUTSTANDING
323743	S	\$198.00	03/29/18	40012	0	UNITED WAY, GREATER TWIN CITIES	OUTSTANDING
323744	S	\$1804.19	03/29/18	40071	0	WADDELL & REED INC	OUTSTANDING
323745	S	\$744.15	03/29/18	29932	0	BLUECROSS BLUESHIELD OF MINNESOTA	CLEARED
323746	S	\$23.18	03/29/18	21674	0	CENTURYLINK	OUTSTANDING
323747	S	\$475.00	03/29/18	21674	2	CENTURYLINK	OUTSTANDING
323748	S	\$554.42	03/29/18	03079	0	FRONTIER COMMUNICATIONS	OUTSTANDING
323749	S	\$272.95	03/29/18	22631	0	GOVCONNECTION INC	OUTSTANDING
323750	S	\$34.55	03/29/18	24823	0	LORI STENSLAND	OUTSTANDING
323751	S	\$37.40	03/29/18	23996	0	MEDICAREBLUE RX	OUTSTANDING
323752	S	\$270.00	03/29/18	21744	2	MN STATE COLLEGES & UNIVERSITIES	OUTSTANDING
323753	S	\$200.00	03/29/18	22779	0	PHONAK	OUTSTANDING
323754	S	\$409.57	03/29/18	23874	0	REINHART FOODSERVICE, LLC	OUTSTANDING
323755	S	\$273.75	03/29/18	00735	0	SCHMITTY & SONS	OUTSTANDING
323756	S	\$45.73	04/05/18	17397	0	409-PRAXAIR DISTRIBUTION INC	OUTSTANDING
323757	S	\$70.06	04/05/18	16141	0	ADVANCED AUTO PARTS	OUTSTANDING
323758	S	\$90.00	04/05/18	24593	0	ALL IN ONE TRANSLATION AGENCY, LLC	OUTSTANDING
323759	S	\$495.00	04/05/18	00023	4	AM PHYSICAL THERAPY ASSN	OUTSTANDING
323760	S	\$215.00	04/05/18	24083	0	BOOTH LAW GROUP	OUTSTANDING
323761	S	\$750.00	04/05/18	24803	0	BREANNA BAKER	OUTSTANDING
323762	S	\$904.26	04/05/18	06276	0	CITY OF ROSEMOUNT	OUTSTANDING
323763	S	\$22.28	04/05/18	16244	6	CUB FOODS	OUTSTANDING
323764	S	\$3206.35	04/05/18	24666	0	DIGITAL INSURANCE, INC	OUTSTANDING
323765	S	\$160.37	04/05/18	00096	1	ECM PUBLISHERS/DAKOTA COUNTY TRIBUNE	OUTSTANDING
323766	S	\$102.86	04/05/18	13450	0	IND SCH DIST 200	OUTSTANDING
323767	S	\$711.05	04/05/18	15448	2	INVER HILLS COMMUNITY COLLEGE	OUTSTANDING
323768	S	\$132.00	04/05/18	08517	0	LILLIE SUBURBAN NEWSPAPER, INC	OUTSTANDING
323769	S	\$39.98	04/05/18	14116	0	MENARDS	OUTSTANDING
323770	S	\$1243.49	04/05/18	20868	0	OFFICE OF MN.IT SERVICES	OUTSTANDING
323771	S	\$940.00	04/05/18	23690	0	OUTDOOR IMAGES, INC	OUTSTANDING
323772	S	\$1507.23	04/05/18	23874	0	REINHART FOODSERVICE, LLC	OUTSTANDING
323773	S	\$560.47	04/05/18	00623	0	REPUBLIC SERVICES	OUTSTANDING
323774	S	\$53.39	04/05/18	29040	0	SAM'S CLUB	OUTSTANDING
323775	S	\$160.00	04/05/18	24568	0	SPECIAL DELIVERY MN, LLC	OUTSTANDING
323776	S	\$4225.61	04/05/18	00643	0	TIES	OUTSTANDING
323777	S	\$5056.87	04/05/18	02776	0	XCEL ENERGY	OUTSTANDING
323778	S	\$6342.00	04/10/18	19645	0	APPLE COMPUTER, INC	OUTSTANDING
323779	S	\$333.00	04/10/18	22724	0	BUG BUSTERS, INC	OUTSTANDING
323780	S	\$464.95	04/10/18	16244	3	CUB FOODS	OUTSTANDING
323781	S	\$258.19	04/10/18	21866	0	DAKOTA COUNTY TECH COLLEGE	OUTSTANDING
323782	S	\$99.75	04/10/18	24825	0	EDCLUB INC	OUTSTANDING
323783	S	\$29.17	04/10/18	22944	0	FASTENAL	OUTSTANDING
323784	S	\$39.95	04/10/18	24827	0	GN RESOUND	OUTSTANDING
323785	S	\$1042.20	04/10/18	22631	0	GOVCONNECTION INC	OUTSTANDING
323786	S	\$180.00	04/10/18	20359	0	MN REGISTRY OF INTERPRETERS	OUTSTANDING
323787	S	\$463.75	04/10/18	00735	0	SCHMITTY & SONS	OUTSTANDING
323788	S	\$27303.60	04/10/18	23942	0	TEACHERS ON CALL	OUTSTANDING

Intermediate School Dist 917
 CHECK REGISTER FOR BANK 01 - WELLS FARGO BANK
 DATE RANGE: 03/23/18 - 04/25/18

CHECK #	TYPE	CHECK AMT	CHECK DATE	VENDOR #	ADDRS #	VENDOR NAME	CHECK STATUS
323789	S	\$3207.61	04/12/18	24552	0	APPLE VALLEY ISD LLC	OUTSTANDING
323790	S	\$9848.15	04/12/18	22966	0	BLUE BELL ENTERPRISES INC	OUTSTANDING
323791	S	\$589.96	04/12/18	21866	0	DAKOTA COUNTY TECH COLLEGE	OUTSTANDING
323792	S	\$508.09	04/12/18	21866	0	VOIDED	VOIDED
323793	S	\$324.00	04/12/18	19401	0	DEX MEDIA EAST, INC.	OUTSTANDING
323794	S	\$1123.70	04/12/18	09592	0	IND SCH DIST 191	OUTSTANDING
323795	S	\$407.00	04/12/18	21040	1	MASA JOBSITE	OUTSTANDING
323796	S	\$882.02	04/12/18	29040	0	SAM'S CLUB	OUTSTANDING
323797	S	\$8481.22	04/12/18	40016	0	EDUCATION MINNESOTA, LOCAL 3904	OUTSTANDING
323798	S	\$76.40	04/12/18	24674	0	F.H. CANN & ASSOCIATES, INC	OUTSTANDING
323799	S	\$48.00	04/12/18	21651	0	NCPERS MINNESOTA	OUTSTANDING
323800	S	\$163.94	04/12/18	29972	0	RELATED SERVICES NURSES ESP	OUTSTANDING
323801	S	\$3256.42	04/12/18	40018	0	S.E.P., LOCAL 4242	OUTSTANDING
323802	S	\$114.60	04/12/18	29207	0	U.S. DEPARTMENT OF EDUCATION	OUTSTANDING
323803	S	\$198.00	04/12/18	40012	0	UNITED WAY, GREATER TWIN CITIES	OUTSTANDING
323804	S	\$1804.19	04/12/18	40071	0	WADDELL & REED INC	OUTSTANDING
323805	S	\$152.00	04/18/18	19645	0	APPLE COMPUTER, INC	OUTSTANDING
323806	S	\$40379.69	04/18/18	24552	0	APPLE VALLEY ISD LLC	OUTSTANDING
323807	S	\$1425.00	04/18/18	24803	0	BREANNA BAKER	OUTSTANDING
323808	S	\$215.00	04/18/18	23616	0	BRIH DESIGN, LLC	OUTSTANDING
323809	S	\$159.48	04/18/18	21674	0	CENTURYLINK	OUTSTANDING
323810	S	\$23.48	04/18/18	20406	1	CUB FOODS	OUTSTANDING
323811	S	\$761.80	04/18/18	03079	0	FRONTIER COMMUNICATIONS	OUTSTANDING
323812	S	\$551.00	04/18/18	24694	0	LANGER CONSTRUCTION	OUTSTANDING
323813	S	\$112.50	04/18/18	23917	2	MARCO, INC.	OUTSTANDING
323814	S	\$1154.12	04/18/18	23258	0	MN ENERGY RESOURCES CORPORATION	OUTSTANDING
323815	S	\$300.00	04/18/18	23690	0	OUTDOOR IMAGES, INC	OUTSTANDING
323816	S	\$393.92	04/18/18	24818	1	PTM DOCUMENT SYSTEMS	OUTSTANDING
323817	S	\$380.49	04/18/18	23874	0	REINHART FOODSERVICE, LLC	OUTSTANDING
323818	S	\$288.00	04/18/18	24568	0	SPECIAL DELIVERY MN, LLC	OUTSTANDING
323819	S	\$98.57	04/18/18	07543	0	TIERNEY BROS. INC	OUTSTANDING
323820	S	\$1656.00	04/18/18	23814	0	TRIG LIFE SERVICES	OUTSTANDING
323821	S	\$450.00	04/18/18	24055	0	TRUE FRIENDS	OUTSTANDING
323822	S	\$76.00	04/18/18	23662	0	WESTONE	OUTSTANDING
323823	S	\$57.00	04/18/18	23414	0	WESTWOOD SPORTS	OUTSTANDING
323824	S	\$180.00	04/25/18	24593	0	ALL IN ONE TRANSLATION AGENCY, LLC	OUTSTANDING
323825	S	\$120.00	04/25/18	24519	0	ASL INTERPRETING SERVICES, INC	OUTSTANDING
323826	S	\$330.40	04/25/18	24553	0	CANON USA	OUTSTANDING
323827	S	\$580.37	04/25/18	19803	0	CENTERPOINT ENERGY	OUTSTANDING
323828	S	\$475.00	04/25/18	21674	2	CENTURYLINK	OUTSTANDING
323829	S	\$295.00	04/25/18	21029	0	COCHRAN JAMES	OUTSTANDING
323830	S	\$1182.08	04/25/18	03079	0	FRONTIER COMMUNICATIONS	OUTSTANDING
323831	S	\$600.00	04/25/18	24826	0	GOREACT	OUTSTANDING
323832	S	\$1958.00	04/25/18	22631	0	GOVCONNECTION INC	OUTSTANDING
323833	S	\$25323.96	04/25/18	09592	0	IND SCH DIST 191	OUTSTANDING
323834	S	\$508.09	04/25/18	15448	2	INVER HILLS COMMUNITY COLLEGE	OUTSTANDING
323835	S	\$5000.00	04/25/18	24694	0	LANGER CONSTRUCTION	OUTSTANDING
323836	S	\$240.00	04/25/18	24721	0	LETICIA CORDOVA	OUTSTANDING
323837	S	\$1227.43	04/25/18	23917	1	MARCO INC	OUTSTANDING
323838	S	\$281.25	04/25/18	23917	2	MARCO, INC.	OUTSTANDING
323839	S	\$37.40	04/25/18	23996	0	MEDICAREBLUE RX	OUTSTANDING
323840	S	\$900.00	04/25/18	24801	0	NICK STALOCK	OUTSTANDING

Intermediate School Dist 917
 CHECK REGISTER FOR BANK 01 - WELLS FARGO BANK
 DATE RANGE: 03/23/18 - 04/25/18

CHECK #	TYPE	CHECK AMT	CHECK DATE	VENDOR #	ADDRS #	VENDOR NAME	CHECK STATUS
323841	S	\$1371.86	04/25/18	20868	0	OFFICE OF MN.IT SERVICES	OUTSTANDING
323842	S	\$4781.25	04/25/18	23915	0	PEDIATRIC HOME SERVICE	OUTSTANDING
323843	S	\$56.70	04/25/18	00257	2	PITNEY BOWES	OUTSTANDING
323844	S	\$1185.66	04/25/18	23874	0	REINHART FOODSERVICE, LLC	OUTSTANDING
323845	S	\$10459.85	04/25/18	23942	0	TEACHERS ON CALL	OUTSTANDING
323846	S	\$2230.00	04/25/18	24036	0	THE CENTRE STAGE MANUFACTURING COMPANY, LLC	OUTSTANDING
323847	S	\$240.00	04/25/18	24828	0	THE MINNESOTA LANGUAGE CONNECTION	OUTSTANDING
323848	S	\$3595.73	04/25/18	07543	0	TIERNEY BROS. INC	OUTSTANDING
323849	S	\$6175.25	04/25/18	00643	0	TIES	OUTSTANDING
323850	S	\$25.00	04/25/18	24831	0	UW-RF PHYSICS DEPARTMENT	OUTSTANDING
711176	E	\$4.19	04/12/18	99999	9771	BOHNERT, LOREEN M.	OUTSTANDING
711177	E	\$30.50	04/12/18	99999	8908	HANSON, LUCINDA SUE	OUTSTANDING
711178	E	\$18.01	04/12/18	99999	11315	KALINA, BREANNE LEIGH	OUTSTANDING
711179	E	\$23.98	04/12/18	99999	10912	PEREDA, JOHN	OUTSTANDING
711180	E	\$410.00	04/12/18	99999	11056	PETERSON, CAROLINE	OUTSTANDING
711181	E	\$24.64	04/12/18	99999	10488	SZOKA, BRENDA	OUTSTANDING
711182	E	\$321.55	04/12/18	99999	8787	ASMUS, JOAN SCHAEFER	OUTSTANDING
711183	E	\$82.30	04/12/18	99999	8686	BERG, LINDA JO	OUTSTANDING
711184	E	\$120.99	04/12/18	99999	10832	BERGSTROM, RICHARD	OUTSTANDING
711185	E	\$35.43	04/12/18	99999	3063	BRITTAIN, DONNA MAE	OUTSTANDING
711186	E	\$205.47	04/12/18	99999	8873	BUDACH, DON JAMES	OUTSTANDING
711187	E	\$24.53	04/12/18	99999	10626	CALLISTER, MARY HELEN	OUTSTANDING
711188	E	\$37.06	04/12/18	99999	11142	CURRIER, DEEDEE	OUTSTANDING
711189	E	\$55.15	04/12/18	99999	10892	DAME, LAUREN	OUTSTANDING
711190	E	\$369.51	04/12/18	99999	9092	DEVENOW, PEARL SUSAN	OUTSTANDING
711191	E	\$106.82	04/12/18	99999	5230	DOENGES, KAREN STENE	OUTSTANDING
711192	E	\$14.17	04/12/18	99999	10965	EATON, CARMEN	OUTSTANDING
711193	E	\$141.70	04/12/18	99999	10771	ERICKSON, ROBERT	OUTSTANDING
711194	E	\$59.95	04/12/18	99999	11116	FELTON, WENDY	OUTSTANDING
711195	E	\$81.75	04/12/18	99999	11173	GARLOUGH, ELIZABETH	OUTSTANDING
711196	E	\$142.25	04/12/18	99999	11174	GESKE, ADDIE	OUTSTANDING
711197	E	\$124.81	04/12/18	99999	10443	GROFF, CASSIE	OUTSTANDING
711198	E	\$55.81	04/12/18	99999	10997	HART, AMY	OUTSTANDING
711199	E	\$124.26	04/12/18	99999	11078	HENDRICKS, PETER	OUTSTANDING
711200	E	\$58.32	04/12/18	99999	10518	HIRD, NICOLE	OUTSTANDING
711201	E	\$404.39	04/12/18	99999	8842	JOHNSON, ROXANN RHYN	OUTSTANDING
711202	E	\$27.25	04/12/18	99999	11315	KALINA, BREANNE LEIGH	OUTSTANDING
711203	E	\$98.10	04/12/18	99999	10938	KAUFMAN, AMY	OUTSTANDING
711204	E	\$119.90	04/12/18	99999	9722	KLEIN, LORI ANN	OUTSTANDING
711205	E	\$23.98	04/12/18	99999	5957	KLIMEK, LORILEA J.	OUTSTANDING
711206	E	\$52.32	04/12/18	99999	11192	KRUSE, REBECCA	OUTSTANDING
711207	E	\$258.88	04/12/18	99999	10973	KUBIK, GABRIELA	OUTSTANDING
711208	E	\$176.04	04/12/18	99999	10973	KUBIK, GABRIELA	OUTSTANDING
711209	E	\$7.63	04/12/18	99999	2598	LAMPRECHT, CLAUDETTE	OUTSTANDING
711210	E	\$154.24	04/12/18	99999	9468	LANGENFELD, CORY LEE	OUTSTANDING
711211	E	\$33.79	04/12/18	99999	9571	LARSEN, BETSY SUE	OUTSTANDING
711212	E	\$85.02	04/12/18	99999	8287	LEWIS, JILL E	OUTSTANDING
711213	E	\$238.06	04/12/18	99999	11068	NEWQUIST, MATTHEW	OUTSTANDING
711214	E	\$32.16	04/12/18	99999	11112	OTT, LISA MARIE	OUTSTANDING
711215	E	\$197.84	04/12/18	99999	10397	PEMBLE, HOLLY	OUTSTANDING
711216	E	\$130.26	04/12/18	99999	11169	PETERSON, BROOKE ALLYSON	OUTSTANDING
711217	E	\$144.43	04/12/18	99999	9177	PRESSNALL, VANDA JOY	OUTSTANDING

Intermediate School Dist 917
 CHECK REGISTER FOR BANK 01 - WELLS FARGO BANK
 DATE RANGE: 03/23/18 - 04/25/18

CHECK #	TYPE	CHECK AMT	CHECK DATE	VENDOR #	ADDRS #	VENDOR NAME	CHECK STATUS
711218	E	\$93.20	04/12/18	99999	11237	PUCH, TIMOTHY	OUTSTANDING
711219	E	\$58.32	04/12/18	99999	10770	SAUSER, MELISSA	OUTSTANDING
711220	E	\$119.36	04/12/18	99999	11200	ROHLOFF, RUSSELL	OUTSTANDING
711221	E	\$74.56	04/12/18	99999	9915	SCHALLER, MELISSA	OUTSTANDING
711222	E	\$76.30	04/12/18	99999	11051	SCHMITZ, AMELIA	OUTSTANDING
711223	E	\$64.86	04/12/18	99999	11201	SCHWAB, BYRON	OUTSTANDING
711224	E	\$12.54	04/12/18	99999	6598	SEELIG, SHARON MARIE	OUTSTANDING
711225	E	\$231.08	04/12/18	99999	11067	SHANLEY, MICHELLE	OUTSTANDING
711226	E	\$218.55	04/12/18	99999	10983	SHORT, NICHOLE	OUTSTANDING
711227	E	\$91.56	04/12/18	99999	11269	SKERLETTS, JACOB	OUTSTANDING
711228	E	\$26.60	04/12/18	99999	11239	SMITH III, NORMAN C.	OUTSTANDING
711229	E	\$14.28	04/12/18	99999	11179	STREED, MEGAN	OUTSTANDING
711230	E	\$95.92	04/12/18	99999	10042	TENNESSEN, LAURA	OUTSTANDING
711231	E	\$192.39	04/12/18	99999	10375	THOMAS, TAYLOR	OUTSTANDING
711232	E	\$51.78	04/12/18	99999	10751	TUFTEE, SHANYN	OUTSTANDING
711233	E	\$459.44	04/12/18	99999	9192	WOOD, FRAN LOUISE	OUTSTANDING
50000846	W	\$425.00	03/30/18	18827	1	BESTER BROS	OUTSTANDING
50000847	W	\$148.50	03/30/18	24621	0	BIO CORPORATION	OUTSTANDING
50000848	W	\$339.00	03/30/18	20310	0	CDWG	OUTSTANDING
50000849	W	\$245.27	03/30/18	29120	2	CITY OF APPLE VALLEY	OUTSTANDING
50000850	W	\$223.25	03/30/18	00103	1	DELEGARD TOOL CO	OUTSTANDING
50000851	W	\$799.23	03/30/18	22238	1	DISCOUNT SCHOOL SUPPLY	OUTSTANDING
50000852	W	\$92.58	03/30/18	23669	0	EMEDCO	OUTSTANDING
50000853	W	\$243.20	03/30/18	23669	0	EMEDCO	OUTSTANDING
50000854	W	\$88.00	03/30/18	18796	0	ESTR PUBLICATIONS	OUTSTANDING
50000855	W	\$144.90	03/30/18	22166	0	FORUM COMMUNICATIONS COMPANY	OUTSTANDING
50000856	W	\$210.00	03/30/18	24819	0	HIMS INC	OUTSTANDING
50000857	W	\$286.58	03/30/18	23297	0	INNOVATIVE OFFICE SOLUTIONS	OUTSTANDING
50000858	W	\$345.90	03/30/18	23297	0	INNOVATIVE OFFICE SOLUTIONS	OUTSTANDING
50000859	W	\$514.73	03/30/18	23297	0	INNOVATIVE OFFICE SOLUTIONS	OUTSTANDING
50000860	W	\$1099.60	03/30/18	23297	0	INNOVATIVE OFFICE SOLUTIONS	OUTSTANDING
50000861	W	\$550.00	03/30/18	23297	0	INNOVATIVE OFFICE SOLUTIONS	OUTSTANDING
50000862	W	\$168.49	03/30/18	23297	0	INNOVATIVE OFFICE SOLUTIONS	OUTSTANDING
50000863	W	\$204.06	03/30/18	23297	0	INNOVATIVE OFFICE SOLUTIONS	OUTSTANDING
50000864	W	\$102.03	03/30/18	23297	0	INNOVATIVE OFFICE SOLUTIONS	OUTSTANDING
50000865	W	\$164.89	03/30/18	23297	0	INNOVATIVE OFFICE SOLUTIONS	OUTSTANDING
50000866	W	\$1878.96	03/30/18	23297	0	INNOVATIVE OFFICE SOLUTIONS	OUTSTANDING
50000867	W	\$1187.92	03/30/18	23297	0	INNOVATIVE OFFICE SOLUTIONS	OUTSTANDING
50000868	W	\$90.64	03/30/18	23297	0	INNOVATIVE OFFICE SOLUTIONS	OUTSTANDING
50000869	W	\$383.77	03/30/18	23297	0	INNOVATIVE OFFICE SOLUTIONS	OUTSTANDING
50000870	W	\$257.40	03/30/18	23297	0	INNOVATIVE OFFICE SOLUTIONS	OUTSTANDING
50000871	W	\$960.48	03/30/18	23297	0	INNOVATIVE OFFICE SOLUTIONS	OUTSTANDING
50000872	W	\$902.29	03/30/18	23297	0	INNOVATIVE OFFICE SOLUTIONS	OUTSTANDING
50000873	W	\$238.52	03/30/18	23297	0	INNOVATIVE OFFICE SOLUTIONS	OUTSTANDING
50000874	W	\$125.90	03/30/18	23297	0	INNOVATIVE OFFICE SOLUTIONS	OUTSTANDING
50000875	W	\$119.36	03/30/18	23297	0	INNOVATIVE OFFICE SOLUTIONS	OUTSTANDING
50000876	W	\$68.02	03/30/18	23297	0	INNOVATIVE OFFICE SOLUTIONS	OUTSTANDING
50000877	W	\$18.25	03/30/18	23297	0	INNOVATIVE OFFICE SOLUTIONS	OUTSTANDING
50000878	W	\$155.37	03/30/18	23297	0	INNOVATIVE OFFICE SOLUTIONS	OUTSTANDING
50000879	W	\$237.42	03/30/18	23297	0	INNOVATIVE OFFICE SOLUTIONS	OUTSTANDING
50000880	W	\$314.94	03/30/18	23297	0	INNOVATIVE OFFICE SOLUTIONS	OUTSTANDING
50000881	W	\$123.60	03/30/18	23297	0	INNOVATIVE OFFICE SOLUTIONS	OUTSTANDING

Intermediate School Dist 917
 CHECK REGISTER FOR BANK 01 - WELLS FARGO BANK
 DATE RANGE: 03/23/18 - 04/25/18

CHECK #	TYPE	CHECK AMT	CHECK DATE	VENDOR #	ADDRS #	VENDOR NAME	CHECK STATUS
50000882	W	\$171.27	03/30/18	23297	0	INNOVATIVE OFFICE SOLUTIONS	OUTSTANDING
50000883	W	\$359.43	03/30/18	23297	0	INNOVATIVE OFFICE SOLUTIONS	OUTSTANDING
50000884	W	\$134.94	03/30/18	21834	0	LAKESHORE LEARNING MATERIALS	OUTSTANDING
50000885	W	\$217.83CR	03/30/18	13407	0	MCKESSON MEDICAL	OUTSTANDING
50000886	W	\$31.35CR	03/30/18	13407	0	MCKESSON MEDICAL	OUTSTANDING
50000887	W	\$486.62	03/30/18	13407	0	MCKESSON MEDICAL	OUTSTANDING
50000888	W	\$658.03	03/30/18	13407	0	MCKESSON MEDICAL	OUTSTANDING
50000889	W	\$240.09	03/30/18	23568	0	MEDI-CAR	OUTSTANDING
50000890	W	\$110.38	03/30/18	20568	1	OFFICE DEPOT	OUTSTANDING
50000891	W	\$162.95	03/30/18	20568	1	OFFICE DEPOT	OUTSTANDING
50000892	W	\$857.76	03/30/18	20568	1	OFFICE DEPOT	OUTSTANDING
50000893	W	\$120.17	03/30/18	20568	1	OFFICE DEPOT	OUTSTANDING
50000894	W	\$29.78	03/30/18	20568	1	OFFICE DEPOT	OUTSTANDING
50000895	W	\$21.72	03/30/18	20568	1	OFFICE DEPOT	OUTSTANDING
50000896	W	\$64.78	03/30/18	20568	1	OFFICE DEPOT	OUTSTANDING
50000897	W	\$65.97	03/30/18	20624	2	ORIENTAL TRADING CO.	OUTSTANDING
50000898	W	\$488.32	03/30/18	18616	0	RICK TROW PRODUCTIONS INC	OUTSTANDING
50000899	W	\$183.92	03/30/18	22826	0	SCHOOL NURSE SUPPLY	OUTSTANDING
50000900	W	\$144.33	03/30/18	22826	0	SCHOOL NURSE SUPPLY	OUTSTANDING
50000901	W	\$298.70	03/30/18	13696	1	SCHOOL HEALTH CORP	OUTSTANDING
50000902	W	\$146.33	03/30/18	20620	3	SCHOOL SPECIALTY INC.	OUTSTANDING
50000903	W	\$957.47	03/30/18	22907	0	SUPPLYWORKS	OUTSTANDING
50000904	W	\$463.53	03/30/18	22907	0	SUPPLYWORKS	OUTSTANDING
50000905	W	\$174.22	03/30/18	22907	0	SUPPLYWORKS	OUTSTANDING
50000906	W	\$312.77	03/30/18	22907	0	SUPPLYWORKS	OUTSTANDING
50000907	W	\$561.63	03/30/18	22907	0	SUPPLYWORKS	OUTSTANDING
50000908	W	\$172.10	03/30/18	22907	0	SUPPLYWORKS	OUTSTANDING
50000909	W	\$39.01	03/30/18	22907	0	SUPPLYWORKS	OUTSTANDING
50000910	W	\$20.36	03/30/18	22907	0	SUPPLYWORKS	OUTSTANDING
50000911	W	\$20.36	03/30/18	22907	0	SUPPLYWORKS	OUTSTANDING
50000912	W	\$6049.00	03/30/18	24763	0	TOBII DYNVOX LLC	OUTSTANDING
50000913	W	\$3000.00	03/30/18	24556	0	UNIVERSAL CLEANING SERVICES	OUTSTANDING
50000914	W	\$193.18	03/30/18	18330	3	VIRCO INC.	OUTSTANDING
50000915	W	\$665.84	03/30/18	18330	3	VIRCO INC.	OUTSTANDING
50000916	W	\$1491.12	03/30/18	18330	3	VIRCO INC.	OUTSTANDING
50000917	W	\$154.12	03/30/18	18330	3	VIRCO INC.	OUTSTANDING
50000918	W	\$332.32	03/30/18	18330	3	VIRCO INC.	OUTSTANDING
50000919	W	\$1561.65	03/30/18	22291	1	WILLIAM V. MACGILL & CO.	OUTSTANDING
50000920	W	\$373.91	03/30/18	22907	0	SUPPLYWORKS	OUTSTANDING
50000921	W	\$16080.56	03/30/18	19389	0	WELLS FARGO	OUTSTANDING
92003160	W	\$2698.04	04/06/18	40072	0	AFLAC	OUTSTANDING
92003161	W	\$6502.13	04/05/18	40027	0	AMERIPRISE FINANCIAL ADVISORS	OUTSTANDING
92003162	W	\$3324.95	04/05/18	40022	0	AXA EQUITABLE LIFE INS CO	OUTSTANDING
92003165	W	\$5478.12	04/04/18	29026	0	EDUCATION MN ESI BILLING TRUST	OUTSTANDING
92003166	W	\$41951.83	04/05/18	40006	0	EXECUTIVE DIRECTOR	OUTSTANDING
92003167	W	\$7806.30	04/06/18	40060	0	FIDELITY INVSTMT TAX-EX SVC CO	OUTSTANDING
92003168	W	\$18200.83	04/06/18	24594	0	HEALTH EQUITY, INC.	OUTSTANDING
92003169	W	\$1970.83	04/06/18	40026	0	HORACE MANN LIFE INS	OUTSTANDING
92003170	W	\$177788.46	03/30/18	40037	0	INTERNAL REVENUE SERVICE	CLEARED
92003171	W	\$8123.50	04/01/18	24031	0	KANSAS CITY LIFE INSURANCE COMPANY	OUTSTANDING
92003172	W	\$19928.33	03/28/18	21088	0	MEDICA	CLEARED
92003174	W	\$51880.82	04/01/18	21088	0	MEDICA	OUTSTANDING

Intermediate School Dist 917
 CHECK REGISTER FOR BANK 01 - WELLS FARGO BANK
 DATE RANGE: 03/23/18 - 04/25/18

CHECK #	TYPE	CHECK AMT	CHECK DATE	VENDOR #	ADDRS #	VENDOR NAME	CHECK STATUS
92003175	W	\$21121.06	04/04/18	21088	0	MEDICA	OUTSTANDING
92003176	W	\$535.20	04/06/18	21704	0	MN CHILD SUPPORT PAYMENT CENTER	OUTSTANDING
92003177	W	\$29390.73	03/30/18	40003	0	MN DEPT OF REVENUE	OUTSTANDING
92003178	W	\$593.57	03/31/18	40058	0	MN DEPT OF REVENUE(C)	OUTSTANDING
92003179	W	\$12500.00	04/09/18	28803	0	MN STATE RETIREMENT SYSTEM	OUTSTANDING
92003180	W	\$1750.00	04/06/18	28803	0	MN STATE RETIREMENT SYSTEM	OUTSTANDING
92003181	W	\$533866.85	03/30/18	40001	0	PAYROLL ACCT #3805704197	CLEARED
92003182	W	\$77601.68	04/05/18	40005	0	STATE TREASURER, TRA	OUTSTANDING
92003183	W	\$8322.56	04/05/18	40033	0	VARIABLE ANNUITY LIFE INS CO	OUTSTANDING
92003184	W	\$1001.87	04/05/18	28803	2	VOYA	OUTSTANDING
92003185	W	\$6502.13	04/12/18	40027	0	AMERIPRISE FINANCIAL ADVISORS	OUTSTANDING
92003186	W	\$3324.95	04/13/18	40022	0	AXA EQUITABLE LIFE INS CO	OUTSTANDING
92003187	W	\$2368.91	04/05/18	22698	0	CORPORATE HEALTH SYSTEMS	OUTSTANDING
92003188	W	\$5478.12	04/13/18	29026	0	EDUCATION MN ESI BILLING TRUST	OUTSTANDING
92003189	W	\$43550.83	04/13/18	40006	0	EXECUTIVE DIRECTOR	OUTSTANDING
92003190	W	\$7806.30	04/13/18	40060	0	FIDELITY INVSTMT TAX-EX SVC CO	OUTSTANDING
92003191	W	\$18463.35	04/13/18	24594	0	HEALTH EQUITY, INC.	OUTSTANDING
92003192	W	\$1970.83	04/13/18	40026	0	HORACE MANN LIFE INS	OUTSTANDING
92003193	W	\$188777.80	04/13/18	40037	0	INTERNAL REVENUE SERVICE	OUTSTANDING
92003194	W	\$97827.16	04/11/18	21088	0	MEDICA	OUTSTANDING
92003195	W	\$535.20	04/16/18	21704	0	MN CHILD SUPPORT PAYMENT CENTER	OUTSTANDING
92003196	W	\$31585.11	04/13/18	40003	0	MN DEPT OF REVENUE	OUTSTANDING
92003197	W	\$174.68	04/16/18	40058	0	MN DEPT OF REVENUE(C)	OUTSTANDING
92003198	W	\$2750.00	04/13/18	28803	0	MN STATE RETIREMENT SYSTEM	OUTSTANDING
92003199	W	\$550228.39	04/13/18	40001	0	PAYROLL ACCT #3805704197	OUTSTANDING
92003200	W	\$80506.66	04/13/18	40005	0	STATE TREASURER, TRA	OUTSTANDING
92003201	W	\$8322.56	04/13/18	40033	0	VARIABLE ANNUITY LIFE INS CO	OUTSTANDING
92003202	W	\$1001.87	04/12/18	28803	2	VOYA	OUTSTANDING

TOTAL # OF ISSUED CHECKS: 287 TOTAL AMOUNT 2364689.88

TOTAL # OF VOIDED CHECKS: 1 TOTAL AMOUNT 508.09

TOTAL # OF UNISSUED CHECKS: 0

Date: April 24, 2018
To: Accounts Payable

From: Audrey Weiler
Payroll Clerk

Invoice nbr: 0045252320
Date: 4/23/2018
Payment Date 5/1/2018

Subject: Group Monthly Invoice May
(Employer's Costs and Employees' Withholdings)

ACH Funds Transfer was made in the amount of \$

\$53,132.46

Payable to:
Medica

Vendor # 21088

Charge to:

Amount

22-005-110-000-300-000	WEEKLY INVOICE	HLTH/RX CLAIMS	\$0.00
22-005-110-000-301-000	PASSPORT	MEDICA ADMIN	\$4,955.53
22-005-110-000-305-000	STOP LOSS ADMIN	AGG PREM	\$897.48
22-005-110-000-302-000	STOP LOSS	STOP LOSS	\$43,426.38
22-005-110-000-301-000	MHSA	MEDICA ADMIN	\$806.07
22-005-110-000-310-000	ISD917 MISC	CHS BENEFIT FEE CODE	\$3,047.00
10-005-120-000-099-000	WELLNESS CREDIT		

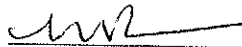
Total

\$53,132.46

proof

\$0.00

Authorized Signature



Date

4-23-18

Date: April 24, 2018

To: Accounts Payable/Banking

From: Audrey Weiler

Payroll Clerk

Invoice nbr:	18113146984A
Date:	4/23/2018
Payment Date	4/25/2018

Subjec Group Weekly Claims Invoice
(Employer's Costs and Employees' Withholdings)

ACH Transfer was made in the amount of \$

\$46,877.20

Payable to:
Medica

Vendor # 21088


Charge to:

Amount

22-005-110-000-300-000	WEEKLY INVOICE	HLTH/RX CLAIMS	\$46,877.20
22-005-110-000-301-000	PASSPORT	MEDICA ADMIN	\$0.00
22-005-110-000-305-000	STOP LOSS ADMIN	AGG PREM	\$0.00
22-005-110-000-302-000	STOP LOSS	STOP LOSS	\$0.00
22-005-110-000-301-000	MHSA	MEDICA ADMIN	\$0.00
22-005-110-000-310-000	ISD917 MISC	CHS BENEFIT FEE CODE	\$0.00

Total

\$46,877.20 proof
\$0.00

Authorized Signature  Date 4-23-18

copy for AP
copy for Board

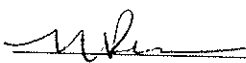
Date: April 24, 2018
To: FOR EFT INPUT
From: Audrey Weiler
Payroll Clerk

Subject: Flex Plan ACH Transfer for Flex Claim Reimbursement

Transferred From Wells Fargo Bank Account Number xxxxxx2167 \$1,223.88
Corporate Health Systems Inc Vendor # 22698

Charge to:		Amount	
10-215-39	Medical	\$78.06	
10-215-40	D.Care	\$1,145.82	
10-215-42	L.Scope	\$0.00	
10-005-111-000-305-000	Card Replacement	\$0.00	proof
Total		\$1,223.88	\$0.00

cc: Payroll Insurance Payment File
Date Bank Account to be debited see below

Authorized Signature  Date 4-23-18

4/16/2018 \$ 48.06
4/18/2018 \$ 30.00
4/20/2018 \$ 1,145.82

Total \$ 1,223.88

Total \$ -

copy to Linda B, one for payroll and original to Vickie B

Date: April 16, 2018

To: Accounts Payable/Banking

From: Audrey Weiler

Payroll Clerk

Invoice nbr:	18106146984A
Date:	4/16/2018
Payment Date	4/18/2018

Subject Group Weekly Claims Invoice
(Employer's Costs and Employees' Withholdings)

ACH Transfer was made in the amount of \$

\$26,090.07

Payable to:
Medica

Vendor # 21088

Charge to:

Amount

22-005-110-000-300-000	WEEKLY INVOICE	HLTH/RX CLAIMS	\$26,090.07
22-005-110-000-301-000	PASSPORT	MEDICA ADMIN	\$0.00
22-005-110-000-305-000	STOP LOSS ADMIN	AGG PREM	\$0.00
22-005-110-000-302-000	STOP LOSS	STOP LOSS	\$0.00
22-005-110-000-301-000	MHSA	MEDICA ADMIN	\$0.00
22-005-110-000-310-000	ISD917 MISC	CHS BENEFIT FEE CODE	\$0.00

Total

\$26,090.07 proof \$0.00

Authorized Signature



Date

4-16-18

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Date: April 16, 2018
 To: FOR EFT INPUT
 From: Audrey Weiler
 Payroll Clerk

Subject: Flex Plan ACH Transfer for Flex Claim Reimbursement

Transferred From Wells Fargo Bank Account Number xxxxxx2167 \$45.60
 Corporate Health Systems Inc Vendor # 22698

Charge to:		Amount
10-215-39	Medical	\$45.60
10-215-40	D.Care	\$0.00
10-215-42	L.Scope	\$0.00
10-005-111-000-305-000	Card Replacement	\$0.00 proof
Total		\$45.60 \$0.00

cc: Payroll Insurance Payment File
 Date Bank Account to be debited see below

Authorized Signature  Date 4-16-18

4/10/2018 \$ 45.60

Total \$ 45.60

Total \$ -

copy to Linda B, one for payroll and original to Vickie B

TO: Nicolle Roush DATE: 04/12/2018
 Business Manager

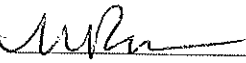
FROM: Audrey Weiler
 Payroll/Fringe Benefits Technician

SUBJECT: EFT for pay period ending 4/13/2018

Amerprise Vendor #40027	6,502.13
AXA Equitable Life Vendor #40022	3,324.95
PERA Vendor #40006	43,550.83
Fidelity Vendor #40060	7,806.30
VOYA (formerly ING) #28803-2	1,001.87
Horace Mann Vendor #40026	1,970.83
TRA Vendor #40005	80,506.66
VALIC (Variable Annuity Life) Vendor #40033	8,322.56
Minnesota Dept. of Revenue Vendor # 40003	31,585.11
Internal Revenue Service Vendor Nbr 40037	188,777.80
Payroll Acct #XXXXXX4197 Vendor #40001	550,228.39
HealthEquity (HSA) Vendor # 24594-0	18,463.35
Educators Financial Services/ESI/MEA Vendor #29026	5,478.12
MN State Retirement System Vendor #28803-0	2,750.00
MN State Retirement System Vendor #28803-0	0.00
MN Child Support Vendor #21704	535.20
MN Dept Revenue Vendor (Garnishment) #40058	174.68

Total Electronic Funds Transfer was made in the amount of \$

950,978.78

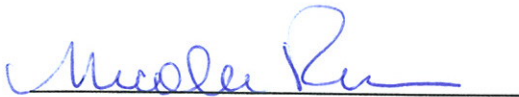
Authorized Signature  Date 4-13-18

Intermediate School District 917
1300 E 145th St
Rosemount, MN 55068

Re: Sales Tax Wire Transfer

Date: 4/10/18

This memo serves as authorization for the wire transfer of funds for payment of sales tax in the amount of \$ 193.00, from Wells Fargo Bank Account No. 3805702167.



Nicolle Roush, Business Manager

Date: April 10, 2018
 To: FOR EFT INPUT
 From: Audrey Weiler
 Payroll Clerk

Subject: Flex Plan ACH Transfer for Flex Claim Reimbursement

Transferred From Wells Fargo Bank Account Number xxxxxx2167 \$2,368.91
 Corporate Health Systems Inc Vendor # 22698

Charge to:		Amount	
10-215-39	Medical	\$840.07	
10-215-40	D.Care	\$1,528.84	
10-215-42	L.Scope	\$0.00	
10-005-111-000-305-000	Card Replacement	\$0.00	proof
Total		\$2,368.91	\$0.00

cc: Payroll Insurance Payment File
 Date Bank Account to be debited see below

Authorized Signature  Date 4-10-18

3/29/2018	\$	629.11	2017	\$0.00
3/30/2018	\$	48.09	2018	\$2,368.91
3/31/2018	\$	25.11		
4/3/2018	\$	30.00		
4/4/2018	\$	30.00		
4/5/2018	\$	77.76		
4/5/2018	\$	1,528.84		
Total		\$ 2,368.91	Total	\$ 2,368.91

copy to Linda B, one for payroll and original to Vickie B

Date: April 10, 2018

To: Accounts Payable/Banking

From: Audrey Weiler

Payroll Clerk

Invoice nbr:	18099146984A
Date:	4/9/2018
Payment Date	4/11/2018

Subjec Group Weekly Claims Invoice
(Employer's Costs and Employees' Withholdings)

ACH Transfer was made in the amount of \$ \$97,827.16

Payable to:
Medica

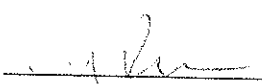
Vendor # 21088

Charge to:

Amount

22-005-110-000-300-000	WEEKLY INVOICE	HLTH/RX CLAIMS	\$97,827.16
22-005-110-000-301-000	PASSPORT	MEDICA ADMIN	\$0.00
22-005-110-000-305-000	STOP LOSS ADMIN	AGG PREM	\$0.00
22-005-110-000-302-000	STOP LOSS	STOP LOSS	\$0.00
22-005-110-000-301-000	MHSA	MEDICA ADMIN	\$0.00
22-005-110-000-310-000	ISD917 MISC	CHS BENEFIT FEE CODE	\$0.00

Total	\$97,827.16	proof	\$0.00
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Authorized Signature  Date 4-10-18

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TO: Nicolle Roush DATE: 03/28/2018
Business Manager

FROM: Audrey Weiler
Payroll/Fringe Benefits Technician

SUBJECT: EFT for pay period ending 3/30/2018

Aflac Vendor #40072	\$ 2,698.04
Ameriprise Financial Vendor #40027	\$ 6,502.13
AXA Equitable Life Vendor #40022	\$ 3,324.95
Horance Mann Vendor #40026	\$ 1,970.83
PERA - Executive Director Vendor #40006	\$ 41,951.83
TRA - State Treasurer Vendor #40005	\$ 77,601.68
ESI/MEA Vendor #29026	\$ 5,478.12
VALIC (Variable Annuity Life) Vendor #40033	\$ 8,322.56
Minnesota Dept. of Revenue Vendor # 40003	\$ 29,390.73
Internal Revenue Service Vendor Nbr 40037	\$ 177,788.46
Payroll Acct #XXXXXXX4197 Vendor #40001	\$ 533,866.85
HealthEquity (HSA) Vendor # 24594-0	\$ 18,200.83
MN State Retirement System Vendor # 28803-0	\$ 1,750.00
MN State Retirement System Vendor # 28803-0	\$ 12,500.00
MN Dept of Revenue - Garnishments Vendor #40058	\$ 593.57
MN Child Support Vendor # 21704	\$ 535.20
VOYA (Formerly ING) Vendor #28803-2	\$ 1,001.87
Fidelity Investments Vendor #40060	\$ 7,806.30

Total Electronic Funds Transfer was made in the amount of \$ 931,283.95

Authorized Signature  Date 4-6-18

Date: April 5, 2018

To: Accounts Payable/Banking

From: Audrey Weiler

Payroll Clerk

Invoice nbr:	18092146984A
Date:	4/2/2018
Payment Date	4/4/2018

Subject Group Weekly Claims Invoice
(Employer's Costs and Employees' Withholdings)

ACH Transfer was made in the amount of \$ 21,121.06

Payable to:
Medica

Vendor # 21088


Charge to:

Amount

22-005-110-000-300-000	WEEKLY INVOICE	HLTH/RX CLAIMS	\$21,121.06
22-005-110-000-301-000	PASSPORT	MEDICA ADMIN	\$0.00
22-005-110-000-305-000	STOP LOSS ADMIN	AGG PREM	\$0.00
22-005-110-000-302-000	STOP LOSS	STOP LOSS	\$0.00
22-005-110-000-301-000	MHSA	MEDICA ADMIN	\$0.00
22-005-110-000-310-000	ISD917 MISC	CHS BENEFIT FEE CODE	\$0.00

Total

\$21,121.06 ^{proof} \$0.00

Authorized Signature 

Date

4-6-18

copy for AP
copy for Board

Date: April 5, 2018

To: FOR EFT INPUT

From: Audrey Weiler
Payroll Clerk

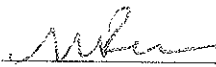
Subject: Group Insurance Premium for March 2018
(Employer's Costs and Employees' Withholdings)

Payable to: \$46,055.77
Delta Dental Vendor # 30132

Charge to:	Amount
21-005-110-000-235-250	\$46,055.77

Total	\$46,055.77	proof	\$0.00
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cc: Payroll Insurance Payment File
Date Bank Account to be debited 3/10/2018

Authorized Signature  Date 4-6-18

Invoice 7241280 dated 04/02/2018

	LB COPY
	VB COPY

Date: March 30, 2018

To: Accounts Payable

From: Audrey Weiler
Payroll Clerk

Bill Number 1290890
Paydate 4/1/2018

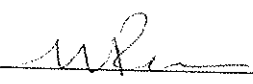
Subject: Group Insurance Premium for April 2018
(Employer's Costs and Employees' Withholdings)

Wire Funds to Kansas City Life Insurance Co \$8,123.50

Payable to:
Kansas City Life Ins Co Vendor # 24031

Charge to:	Amount	
01-215-32	\$411.08	
02-215-32	\$4,579.81	
10-215-32	\$272.64	
01-215-33	\$284.72	
02-215-33	\$2,427.93	
10-215-33	\$147.32	
Total	\$8,123.50	proof \$0.00

cc: Payroll Insurance Payment File

Authorized Signature  Date 3-29-18

Date: March 29, 2018

To: Accounts Payable/Banking

From: Audrey Weiler
Payroll Clerk

Invoice nbr:	18085146984A
Date:	3/26/2018
Payment Date	3/28/2018

Subjec Group Weekly Claims Invoice
(Employer's Costs and Employees' Withholdings)

ACH Transfer was made in the amount of \$

\$19,928.33

Payable to:
Medica

Vendor # 21088

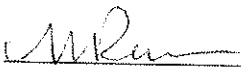
Charge to:

Amount

22-005-110-000-300-000	WEEKLY INVOICE	HLTH/RX CLAIMS	\$19,928.33
22-005-110-000-301-000	PASSPORT	MEDICA ADMIN	\$0.00
22-005-110-000-305-000	STOP LOSS ADMIN	AGG PREM	\$0.00
22-005-110-000-302-000	STOP LOSS	STOP LOSS	\$0.00
22-005-110-000-301-000	MHSA	MEDICA ADMIN	\$0.00
22-005-110-000-310-000	ISD917 MISC	CHS BENEFIT FEE CODE	\$0.00

Total

\$19,928.33 proof
\$0.00

Authorized Signature  Date 3-29-18

copy for AP
copy for Board

Date: March 29, 2018

To: Accounts Payable/Banking

From: Audrey Weiler

Payroll Clerk

Invoice nbr:	18078146984A
Date:	3/19/2018
Payment Date	3/21/2018

Subjec Group Weekly Claims Invoice
(Employer's Costs and Employees' Withholdings)

ACH Transfer was made in the amount of \$

\$54,378.82

Payable to:
Medica

Vendor # 21088

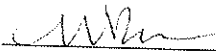
Charge to:

Amount

22-005-110-000-300-000	WEEKLY INVOICE	HLTH/RX CLAIMS	\$54,378.82
22-005-110-000-301-000	PASSPORT	MEDICA ADMIN	\$0.00
22-005-110-000-305-000	STOP LOSS ADMIN	AGG PREM	\$0.00
22-005-110-000-302-000	STOP LOSS	STOP LOSS	\$0.00
22-005-110-000-301-000	MHSA	MEDICA ADMIN	\$0.00
22-005-110-000-310-000	ISD917 MISC	CHS BENEFIT FEE CODE	\$0.00

Total

\$54,378.82 proof \$0.00

Authorized Signature 

Date 3-29-18

copy for AP
copy for Board

Date: March 29, 2018

To: Accounts Payable

From: Audrey Weiler
Payroll Clerk

Invoice nbr: 0045150584
Date: 3/23/2018
Payment Date 4/1/2018

Subject: Group Monthly Invoice April
(Employer's Costs and Employees' Withholdings)

ACH Funds Transfer was made in the amount of \$

\$51,880.82

Payable to:
Medica

Vendor # 21088

Charge to:


Amount

22-005-110-000-300-000	WEEKLY INVOICE	HLTH/RX CLAIMS	\$0.00
22-005-110-000-301-000	PASSPORT	MEDICA ADMIN	\$4,848.19
22-005-110-000-305-000	STOP LOSS ADMIN	AGG PREM	\$878.04
22-005-110-000-302-000	STOP LOSS	STOP LOSS	\$42,384.98
22-005-110-000-301-000	MHSA	MEDICA ADMIN	\$788.61
22-005-110-000-310-000	ISD917 MISC	CHS BENEFIT FEE CODE	\$2,981.00
10-005-120-000-099-000	WELLNESS CREDIT		

Total

\$51,880.82 proof

\$0.00

Authorized Signature  Date 3-29-30 2018

Date: March 29, 2018
To: FOR EFT INPUT

From: Audrey Weiler
Payroll Clerk

Subject: Flex Plan ACH Transfer for Flex Claim Reimbursement

Transferred From Wells Fargo Bank Account Number xxxxxx2167 \$4,209.33
Corporate Health Systems Inc Vendor # 22698

Charge to:	Amount
10-215-39 Medical	\$1,588.45
10-215-40 D.Care	\$2,620.88
10-215-42 L.Scope	\$0.00
10-005-111-000-305-000 Card Replacement	\$0.00 proof
Total	\$4,209.33 \$0.00

cc: Payroll Insurance Payment File
Date Bank Account to be debited see below

Authorized Signature  Date 3-29-30 2018

3/16/2018	\$	311.72	2017	\$50.00
3/17/2018	\$	474.35	2018	\$4,159.33
3/18/2018	\$	115.00		
3/22/2018	\$	45.00		
3/26/2018	\$	30.00		
3/27/2018	\$	612.38		
3/22/2018	\$	2,620.88		
Total	\$	4,209.33	Total	\$ 4,209.33

copy to Linda B, one for payroll and original to Vickie B

March, 2018

ACCOUNT NAME	ACCT NO	BEGINNING BALANCE	PURCHASES CREDITS	SALES TRANSFERS	INVESTMENT FEES	INTEREST EARNED	ENDING BALANCE	YEAR TO DATE INTEREST EARNED
MSDLAF + MAX	01	7,049,836.25	0.00	1,250,000.00	0.00	7,847.65	5,807,683.90	40,152.88
MSDLAF	01	256,439.38	0.00	0.00	0.00	297.28	256,736.66	2,995.91
MSDLAF TERM (CD's, Term, Comm) maturity	01	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL		7,306,275.63	0.00	1,250,000.00	0.00	8,144.93	6,064,420.56	43,148.79

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

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

NOTE: March 2018 Average MSDLAF Liquid Rate was 1.37 % and the MSDLAF+MAX Average Rate was 1.46%. MSDLAF Term Average Rate is .00%.

Intermediate School District #917 School Board

RESOLUTION

Board member _____ introduced the following Resolution:

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

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

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

WHEREAS, the success of Intermediate School District #917 programs and student achievement can be directly attributed to the talents and efforts of our licensed educators, and

WHEREAS, the week of May 1-4, 2018, has been designated as “Teacher Appreciation Week,”

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

That the School Board of Intermediate School District #917 formally recognizes the outstanding efforts and performance of its licensed staff and thanks these talented professionals for their service and dedication to the students of this intermediate district.

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

and the following voted against the same:

Whereupon said resolution was declared duly passed and adopted.

Enacted by the School Board of Intermediate School District #917 this 1st day of May, two thousand and eighteen.

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____



Dr. John M. Christiansen
Superintendent

Linda Berg
Executive Assistant

TO: Intermediate School District 917 Teaching Staff

FROM: Dr. John M. Christiansen

DATE: May 1, 2018

RE: Teacher Appreciation Week

The attached resolution was presented to the School Board for their approval on May 1, 2018. I would like to add my personal recognition and thanks to each of you for your dedication and service to public education in general and to Intermediate School District #917 in particular.

I have been in public education since 1972, and I have known many wonderful educators and observed many outstanding educational programs. I am continually impressed with the quality of our licensed staff and the programs we offer at ISD 917. As the Board's resolution states, Intermediate School District #917 programs are viewed by everyone concerned as being of exceptionally high quality.

Thank you for everything that you do for the students enrolled in Intermediate School District #917 programs.

JMC:ljb

Attachment



STATE *of* MINNESOTA

- WHEREAS: Minnesota teachers strive to elevate student performance by ensuring opportunity, facilitating learning, and promoting excellence in the classroom; and
- WHEREAS: Minnesota teachers help students succeed by enhancing student learning, providing quality teaching, and increasing student accountability; and
- WHEREAS: Teachers play a foundational role in our community by helping children to think critically and plan for their futures; and
- WHEREAS: Teachers in Minnesota merit thanks and recognition for the difference they make in the lives of children in thousands of classrooms every day; and
- WHEREAS: Teachers help cultivate a vibrant and productive community, and National Teacher Day represents Minnesota citizens' respect and appreciation for teachers.

NOW, THEREFORE, I, MARK DAYTON, Governor of Minnesota, do hereby proclaim Tuesday, May 3, 2016, as:

MINNESOTA TEACHER DAY

in the state of Minnesota.



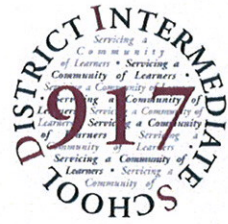
IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the state of Minnesota to be affixed at the State Capitol this 27th day of April.



GOVERNOR



SECRETARY OF STATE



Intermediate School District #917

Proposed Adopted Budget

2018 -2019

May 01, 2018

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

Secondary Technical Center Programs:

	2017-18 Est. Hrly Rates		2018-19 Est. Hrly Rates		% change
* Secondary Career and Technical Programs Average Rate	\$	12.07	\$	12.61	4.50%
Career Exploration Program Rate	\$	8.57	\$	9.05	5.64%
Food Industry Careers Program Rate	\$	7.32	\$	7.69	5.09%

	2017-18 Est. Billable Hours		2018-19 Est. Billable Hours		% change
Secondary Vocational Student Billable Hours		119,712		119,712	0.00%
DCALS South Student Billable Hours (unweighted)		151,380		151,380.00	0.00%
DCALS North Student Billable Hours (unweighted)		55,332		55,332.00	0.00%
DCALS Ext. Day Student Billable Hours (unweighted)		34,452		34,452.00	0.00%
Total Student Billable Hours		360,876		360,876	0.00%

Special Education Programs:

	2017-18 Est. Hrly Rates		2018-19 Est. Hrly Rates		% change
Special Education Resource Program Average Rate	\$	51.20	\$	52.18	1.91%
Purchase of Services Agreements Average Cost per F.T.E.	\$	100,804.76	\$	101,972.00	1.16%

	2017-18 Est. Billable Hours		2018-19 Est. Billable Hours		% change
Special Education Resource Student Billable Hours		461,176		540,062	17.11%
Special Education Purchase of Service Billable Hrs		41,810		41,810	0.00%
Total Student Billable Hours		502,986		581,871	15.68%

Intermediate School District 917

2018-2019

Overview of Proposed Adopted Budget as of

Fund #	Fund Name	Projected Fund Balance 6/30/2018	Projected Revenues	Projected Expenditures	Projected Fund Balance 6/30/2019
1	Secondary	1,916,509	3,681,657	3,537,691	2,060,475
2	Special Education	5,592,573	35,206,677	35,566,911	5,232,339
5	Gen Capital Exp.	0	529,500	529,500	0
10	Institutional Support	0	497,952	497,952	0
13	Secondary Resale	9,436	40,100	42,748	6,788
14	Special Ed Resale	4,884	9,100	11,500	2,484
15	917 Support Services	671	0	0	671
	Total Operating Fund	7,524,073	39,964,986	40,186,302	7,302,757
3	Food and Nutrition	0	164,665	164,665	0
6	Capital Projects (Bldg)	0	0	0	0
7	Debt Service	0	0	0	0
8	Trust Fund	2,001	0	2,001	0
9	Agency Funds	0	0	0	0
*20	Internal Service Fund	-876,548	146,951	231,800	-961,397
21	Self Funded Dental Ins. Plan	305,280	371,000	390,000	286,280
22	Self Funded Health Ins. Plan	1,120,021	3,627,570	3,355,449	1,392,142
	Total Funds	8,074,827	44,275,172	44,330,217	8,019,782

The general funds projected reserved/unassigned fund balance as of 6/30/19

Preliminary operating fund balance

\$ 7,302,757

Preliminary operating fund balance as a percentage of expenditures

18.17%

Excluding restricted fund balance (fund 5)

18.41%

Intermediate School District 917
Balance Sheet - GASB 54 Fund Balances
Governmental Funds as of June 30, 2019

4/26/2018

	<u>Fund 1</u>	<u>Fund 2</u>	<u>Fund 5</u>	<u>General Fund</u>				<u>Food Service Fund 3</u>	<u>Capitol Projects Fund 6</u>	<u>Debt Service Fund 7</u>	<u>Trust Fund Fund 8</u>	<u>Agency Fund Fund 9</u>	<u>Internal Service Fund Fund 20</u>	<u>Self Funded Dental Fund 21</u>	<u>Self Funded Medical Fund 22</u>	
				<u>Fund 10</u>	<u>Fund 13</u>	<u>Fund 14</u>	<u>Fund 15</u>									
Nonspendable:																
Inventories																
Prepaid Expenses																
Restricted for:																
health and safety																
basic skills																
compensatory																
deferred maintenance																
projects																
operating capitol/Bond payment				0												
safe schools levy																
OPEB																
other fund activities																
Committed for:																
fund balance for next year operations																
Assigned for:																
next year severance pay																
next year retiree health insurance																
school carryover budgets																
Scholarships																
encumbrances																
Unassigned for:																
unassigned	2,060,475	5,232,339	0	0	6,788	2,484	671				0	-961,397	286,280	1,392,142		
18-19 Projected Fund Balance	\$ 2,060,475	5,232,339	0	0	6,788	2,484	671	0	0	0	0	-961,397	286,280	1,392,142	8,019,782	
17-18 Projected Fund Balance	\$ 1,916,509	5,592,573	0	0	9,436	4,884	671	0	0	2,001	0	-876,548	305,280	1,120,021	8,074,827	
Change	143,966	-360,234	0	0	-2,648	-2,400	0	0	0	-2,001	0	-84,849	-19,000	272,121	-55,045	

Intermediate School District 917

Expenditure Comparison

2017-18 Revised Budget and 2018-19 Adopted Budget

Fund #	Description	FY 17-18 Exp. Budget	FY 18-19 Exp. Budget	Difference	Percent Change
1	Secondary	3,476,456	3,537,691	61,235	1.76%
2	Special Ed.	30,185,889	35,566,911	5,381,022	17.83%
5	Capital Improvements	626,796	529,500	-97,296	-15.52%
10	Institutional Support	504,036	497,952	-6,084	-1.21%
13	Secondary Resale	43,038	42,748	-290	-0.67%
14	Special Ed Resale	11,800	11,500	-300	-2.54%
15	917 Support Services	0	0	0	0.00%
	Total Operating Fund	34,848,015	40,186,302	5,338,287	15.32%
3	Food and Nutrition	150,831	164,665	13,834	9.17%
6	Building Fund	0	0	0	0.00%
7	Debt Redemption	0	0	0	0.00%
8	Trust Fund	1,536	2,001	465	30.27%
9	Agency Funds	0	0	0	0.00%
20	Internal Service Fund	237,700	231,800	-5,900	-2.48%
21	Self Funded Dental Ins. Plan	370,000	390,000	20,000	5.41%
22	Self Funded Health Ins. Plan	3,048,060	3,355,449	307,389	10.08%
	Total Funds	38,656,142	44,330,217	5,674,075	14.68%

Highlight of significant changes between 2017-18 revised vs. 2018-19 adopted:

- Fund 1 Salary and benefit increases built in for estimated and actual contract settlements, additional budget adjustments enclosed on the 6th page of this document.
- Fund 2 Salary and benefit increases built in for estimated and actual contract settlements, additional budget adjustments enclosed on the 6th page of this document.
- Fund 5 FY19 decrease due to no capitol project expenditures as compared to in FY18.
- Fund 3 Increased participation in our nutrition program with projected growth in students.
- Fund 21
& 22 With the proposed increase in staffing needs anticipate increase benefit participation in Dental and Medical insurance plans. In addition, est. 3% medical premium increase.

FY19 Intermediate School District 917 Revised Budget Assumptions

2% increase in General Ed formula per ADM

2018-20 Contracts unsettled: FY19 costs

Classified School year costs for salary and benefits		
Classified Full year costs for salary and benefits		
Clerical costs for salary and benefits		
Custodians costs for salary and benefits	3.75%	Est. Average
Health Assoc. costs for salary and benefits		
Interpreters cost for salary and benefits		
Program Assistant cost for salary and benefits		

2018-20 Contracts settled

Executive Assistant costs for salary and benefits	3.50%	Average
Teachers		
Administrators (includes Superintendent, Bus. Mgmt., Sp. Ed Director, Asst Directors/Principals and IT)		

Enrollment Assumptions: See Detailed attachment

Secondary Vocational Programs	Enrollment no change	0	ADMs
DCALS South	Enrollment no change	0	ADMs
DCALS North	Enrollment no change	0	ADMs
Ext Year On-line	Enrollment no change	0	ADMs
Special Education	Enrollment increasing	86	ADMs

Total ADM Changes

86

FY18 vs. FY19 staffing and budget comparison

Fund 1

District Wide

Decrease in ISD 917 overhead allocation which includes supt, HR, business office, IT depts (\$39,900)

Total Changes in Fund 1 -\$39,900

Fund 2

CASE Program	Increase .5 teachers, 10 para,	11.5	FTE's	\$345,560
DASH Program	Decrease 4 paras,	-4	FTE's	(\$125,680)
DCALS Program	Increase 1 teacher,	1	FTE	\$62,720
D/HH Program	Increase 1 Dean	1	FTE	\$110,900
IDEA Program	Increase 1 teacher, 2 paras,	3	FTE's	\$125,560
Options	Increase 1 teacher, 1 para	2	FTE's	\$94,140
PACES Program	Decrease 1 teacher, 3 paras,	-4	FTE	(\$185,680)
SUN program	Increase 7 teachers, 27 paras, 1 DAPE, 1 school nurse, 1 OT, 1 speech path., 1 BCBA, 1 school social worker, 1 psychologist, 1 assist. dir. and additional supplies/equip, 1.5 custodian and F&E, telecommunication and utilities	43.5	FTE's	\$2,387,415

TEA Programs	Increase 1 teacher, 1 school social worker, 1 mental health pract., .96 admin. asst. and 13 para, and additional supplies/equip	16.96	FTE's	\$677,650
TEA EC Programs	2 teachers and 2 mental health pract.	4	FTE's	\$263,540

District Wide Increases

Increase in overhead allocation				\$137,600
Increase in Workers Compensation due to staffing growth and new mod. factor				\$61,250
Increase in Van purchases due to new site				\$25,000
Increase in overall leases due to increased rent and new site lease				\$791,281
Increase in 1 benefit specialist and .98 computer network specialis	1.98	FTE's		\$133,360
Increase remodeling for new lease				\$490,000
Decrease due to expenditures from Case build out in FY18				(\$278,694)

Total Changes in Fund 2 **76.94** **\$5,115,922**

Net Changes **76.94** **\$5,076,022**

ISD 917 Levies FY18 vs. FY19

District	FY18 Lease Levy payable 2018	FY19 Lease Levy payable 2019	FY19 AEC Levy payable 2018	FY20 AEC Levy payable 2019	FY18 Safe School Levy payable 2018	FY19 Safe School Levy payable 2019	FY18 Health and Safety payable 2017	FY19 Health and Safety payable 2018	\$ Change from prior year levies	% Change from prior year levies
6	\$29,124.02	\$68,301.00	\$38,683.97	\$38,635.28	\$59,803.50	\$58,403.70	\$2,511.00	\$0.00	\$35,217.49	27.06%
191	\$49,105.62	\$156,256.56	\$75,472.93	\$75,344.69	\$111,320.92	\$126,822.80	\$8,703.00	\$0.00	\$113,821.58	46.53%
192	\$78,565.15	\$180,189.34	\$75,753.76	\$70,613.42	\$109,470.00	\$112,473.00	\$5,118.00	\$0.00	\$94,368.85	35.09%
194	\$111,275.91	\$220,616.89	\$88,986.17	\$90,631.57	\$179,289.00	\$179,289.00	\$9,503.00	\$0.00	\$101,483.38	26.08%
195	\$4,843.58	\$12,326.36	\$4,070.20	\$4,116.52	\$8,560.60	\$9,508.20	\$627.00	\$0.00	\$7,849.70	43.37%
197	\$68,501.39	\$161,968.67	\$52,422.27	\$53,526.11	\$80,055.00	\$81,736.50	\$6,150.00	\$0.00	\$90,102.62	43.50%
199	\$52,642.67	\$113,835.31	\$38,786.13	\$39,063.31	\$48,357.50	\$55,171.74	\$3,575.00	\$0.00	\$64,709.06	45.14%
200	\$80,084.92	\$126,033.64	\$55,789.96	\$59,489.96	\$71,430.00	\$72,279.00	\$4,217.00	\$0.00	\$46,280.72	21.88%
271	\$121,847.51	\$241,933.41	\$93,560.61	\$91,279.14	\$131,477.89	\$146,385.20	\$12,246.00	\$0.00	\$120,465.74	33.54%
Totals	\$595,990.77	\$1,281,461.18	\$523,526.00	\$522,700.00	\$799,764.41	\$842,069.14	\$52,650.00	\$0.00	\$674,299.14	34.19%

ISD 917 Maintenance Projects by building location:

Alliance Education Center:

Exterior LED lights	\$19,500	Fund 2
Widing sidewalks cement work	\$12,800	Fund 2
Parking lot resurfacing	\$11,000	Fund 2
Carpet Replacement	\$16,000	Fund 2

Cedar School:

Masonite in hallways	\$21,000	Fund 2
Door installs and LED gym lighting	\$15,500	Fund 2
General Repairs/Maintenance	\$15,000	Fund 2

Lebanon Education Center:

Masonite in hallways and sensory room	\$25,000	Fund 2
LED lighting in Gym	\$3,000	Fund 2
Blinds in classrooms, desk and chair replacements	\$21,000	Fund 2
Additional lockers and replacements	\$4,000	Fund 2

Grand Total **163,800**

ISD 917 2018-19 staffing proposal matrix

Position	FTE change from 17-18	Program	Estimated Placement	Estimated Cost (assuming single benefits)
Teacher	0.5	CASE	BA 20 step 5	\$ 31,360.00
Teacher	1	DCALS	BA 20 step 5	\$ 62,720.00
Teacher	1	IDEA	BA 20 step 5	\$ 62,720.00
Teacher	1	Options	BA 20 step 5	\$ 62,720.00
Teacher	1	SUN	BA 20 step 5	\$ 62,720.00
Teacher	1	SUN	BA 20 step 5	\$ 62,720.00
Teacher	1	SUN	BA 20 step 5	\$ 62,720.00
Teacher	1	SUN	BA 20 step 5	\$ 62,720.00
Teacher	1	SUN	BA 20 step 5	\$ 62,720.00
Teacher	1	TEA	BA 20 step 5	\$ 62,720.00
Teacher	1	TEA - EC	BA 20 step 5	\$ 62,720.00
Teacher	1	TEA - EC	BA 20 step 5	\$ 62,720.00
DAPE	1	SUN	BA 20 step 5	\$ 62,720.00
SCHOOL Nurse	1	SUN	MA step 5	\$ 65,815.00
Occupational Therapy	1	SUN	MA +20 step 5	\$ 69,050.00
Speech Pathologist	1	SUN	MA +40 step 5	\$ 72,280.00
Mental Health Practioners	1	TEA	MA +20 step 5	\$ 69,050.00
Mental Health Practioners	1	TEA - EC	MA +20 step 5	\$ 69,050.00
Mental Health Practioners	1	TEA - EC	MA +20 step 5	\$ 69,050.00
BCBA	1	SUN	MA +40 step 5	\$ 72,280.00
School Social Worker	1	TEA	MA +40 step 5	\$ 72,280.00
School Social Worker	1	SUN	MA +40 step 5	\$ 72,280.00
Psychologist	1	SUN	MA +40 step 5	\$ 72,280.00
Assistant Director	1	TEA	used existing	\$ 149,350.00
Dean	1	DHH	used existing	\$ 110,900.00
Lead Teacher	1	SUN	MA +40 step 5	\$ 72,280.00
Paraprofessionals	10	CASE	step 1 (11)	\$ 314,200.00

Paraprofessionals	2	IDEA	step 1 (11)	\$ 62,840.00
Paraprofessionals	1	Options	step 1 (11)	\$ 31,420.00
Paraprofessionals	27	SUN	step 1 (11)	\$ 848,340.00
Paraprofessionals	13	TEA	step 1 (11)	\$ 408,460.00
Health Associate	1	SUN/IDEA/CASE	Step 1	\$ 31,420.00
Administrative Assistant	0.95744	TEA	Step 6 lane 2	\$ 53,700.00
Administrative Assistant	0.07234	TEA	existing position	\$ 3,360.00
Administrative Assistant	0.125	DHH	existing position	\$ 6,722.00
Benefit Specialist	1	District Wide	new Position	\$ 72,150.00
Computer Network Specialist	0.23	District Wide	existing position	\$ 15,960.00
Computer Network Specialist	0.75	District Wide	new Position	\$ 45,250.00
Total FTE proposed	83.63478	Total Est staffing cost		\$ 3,776,487.00

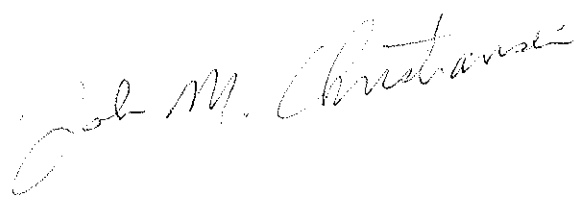
Student Estimated growth by program 18-19

Program	Current # of students 17-18	Wait List	Capacity budgeted/hired for 17-18	Capacity budgeting for 18-19	Estimated Ave hrs per year	Projected increase in billable hours
CASE	7	4	6	12	728	3640
DCALS	59	0	40	60	180	180
IDEA	47	9	56	60	860	11180
Options	45	0	48	60	240	3600
SUN	107	33	114	148	1060	43460
TEA	41	18	56	64	1015	23345
TEA EC	0	0	0	12	845	10140

Total est. increase in billable hours 95545

Total est. hourly tuition rate \$ 39.53
 (total est staffing cost/total est increase in billable hrs)

TO: School Board
FROM: John Christiansen
DATE: April 20, 2018
RE: Background on TIES Dissolution Proposal



An information session was held on Wednesday, April 25, to review a proposal to dissolve TIES and have all of their services continued by NJPA soon to be renamed as SourceWell. Attached are some of the power point slides from the presentation.

Slide number one illustrates their projection to take on the liabilities and assets and be self-sustaining in five years. After the five years, they would start recovering their investment in the liabilities.

Slide two are yet to be determined legal pathways. They could fold TIES into SourceWell or form a new joint powers agreement with member entities.

Slide three illustrates TIES projections for a two-year dissolution presented in December of 2017.

Slide four illustrates the factors used to get the \$44 per ADM to leave in July of 2018.

Slide five – is current members impact to continue into 18/19.

Slide six – describes assumptions in proposed closing date of July 1, 2018

Slide seven – this slide describes the components of the liability costs after 7/1/18. The estimate cost to members will be \$17-20 per ADM which is comparable to the 2017/18 fee of \$12.

Slide eight – this slide is the estimated withdrawal fee with the SourceWell proposal.

If we submit a letter of withdrawal for July 1, 2019, which is the earliest we could withdraw according to the by-laws, our fee to withdraw would be \$35 per ADM as compared to \$17-20 to continue until June 30, 2019. After July 1, 2019, the services and products we want would be purchased on a fee for service basis without a membership fee.

We don't need a decision on this until our June board meeting. Before then I will check in with our member districts on their plans with this new information.

Financial Projection

	<u>Sourcewell Investment</u>			<u>Self-Sustaining</u>	
	<u>2018/19</u>	<u>2019/20</u>	<u>2020/21</u>	<u>2021/22</u>	<u>2022/23</u>
Revenue	\$ 26,932,617.25	\$ 26,366,939.75	\$ 30,314,465.25	\$ 34,533,073.25	\$ 39,042,678.75
Expense	\$ 29,896,470.20	\$ 30,419,756.52	\$ 31,966,939.11	\$ 33,210,555.27	\$ 34,533,603.58
Net	\$ (2,963,852.95)	\$ (4,052,816.77)	\$ (1,652,473.86)	\$ 1,322,517.98	\$ 4,509,075.17
Investment		\$ (7,016,669.72)	\$ (8,669,143.58)	\$ (7,346,625.60)	\$ (2,837,550.43)

Legal Considerations



Narrowed 6 possibilities into 2 broad approaches:

- Fold TIES into Sourcewell completely; or
- Form a new JPA with a strategic partner (preferred option)

Slide # 3

Districts withdrawing on 6/30/18 were expected to pay \$44

Districts withdrawing on date of dissolution 12/30/19 were expected to pay \$72

Date of District Withdrawal	Date & Amount of Payment (Per Student)		
	June 30, 2018	July 1, 2018	July 1, 2019
District withdrawal as of 6/30/2018	\$44		
District withdrawal at date of dissolution		\$35	\$37

THESE AMOUNTS INCLUDE THE BUILDING LIABILITY. DISTRICTS THAT LEAVE THE OWNERSHIP MAY CONTINUE TO LEVY FOR THAT PORTION.



Recap of withdrawal costs

For districts that gave notification of withdrawal effective June 30, 2018 the costs to withdraw are still **estimated at \$44 per student.**

<u>Components of the Withdrawal Liability calculation</u>	<u>\$ Per Student Costs</u>
• Debt Service Liability on the Event Center	\$10
• Capital Equipment Leases	\$3
• General Contractual Obligations	\$19
• Outstanding Line of Credit	\$7
• <u>Operational Liability Fee</u>	<u>\$5</u>
Total Withdrawal Fee	\$44

Owner Impact in PROPOSED

- All products and services remain in place at the current 17/18 prices for districts wanting those services
- Historical data is safe in the data warehouse and continues to be available for districts
- Future TIES budget deficit obligations are gone (excluding building)
- The building asset remains yours for future benefit
- Elimination of member fees as a part of doing business with Sourcewell/NJPA



Assumptions in PROPOSED

1. Effective date of the transaction will be July 1, regardless of date of closing,(expected to be some time in July)
2. Building may move to a new Joint Powers Entity (name TBD)
3. Any district with past due bills must pay prior to closing
4. Districts that have not given notice to leave a particular service are projected to be on that service for fiscal year 18/19
 1. If the revenue projection is short, TIES owners will write a check for the shortfall
5. Payments must be received 5 business days prior to closing for closing to occur
6. All districts sign a member assignment agreement



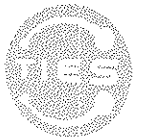
slide 7

Liability Check Formula (after) 7/1/18

- Outstanding line of credit
- Outstanding employment expenses (leave pay)
- Equity Aid
- Unearned revenue
- Shortfalls in projected revenue we have given Sourcewell/NJPA
- Capital leases including accrued interest
- Net OPEB (outside PERA liability)

Estimated payment **\$17-20**

This amount is in addition to your standard 18/19 product and services fees
NO \$5 membership fee in 18/19 and moving forward



New Estimated Costs

Date of District Withdrawal	Date & Amount of Payment (Per Student)		
	June 30, 2018	July 1, 2018	July 1, 2019
District withdrawal as of 6/30/2018	\$44		
District withdrawal at date of dissolution		\$35 Plus \$5 for membership	\$37 Plus \$5 for membership
District withdrawal via SourceWell Proposal		\$17-20 NO \$5 for membership	





Minnesota
STATE COLLEGES
& UNIVERSITIES

P.O. Number _____

STATE OF MINNESOTA
MINNESOTA STATE COLLEGES AND UNIVERSITIES
Dakota County Technical College

PROFESSIONAL/TECHNICAL SERVICES CONTRACT

THIS CONTRACT, and amendments and supplements thereto, is between the State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of *Dakota County Technical College* (hereinafter Minnesota State), and *Intermediate School District 917 (ISD917)* an independent contractor, not an employee of the State of Minnesota (hereinafter CONTRACTOR).

WHEREAS, Minnesota State, pursuant to Minnesota Statutes Chapter 136F, is empowered to procure from time to time certain professional/technical services, and

WHEREAS, Minnesota State is in need of professional/technical services, and

WHEREAS, the CONTRACTOR represents it is duly qualified and willing to perform the services set forth in this contract and

NOW, THEREFORE, it is agreed:

1. **TERM OF CONTRACT.** This contract is effective on *April 26, 2018* or upon the date the final required signature is obtained by Minnesota State, whichever occurs later, and shall remain in effect until *June 30, 2018* or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first. The CONTRACTOR understands that no work should begin under this contract until all required signatures have been obtained and the CONTRACTOR is notified to begin work by Minnesota State's authorized representative.

2. **CONTRACTOR'S DUTIES.** **The CONTRACTOR will:**

Will facilitate the expenditures within the Perkins consortium, especially member school districts within the consortium, that support the review, updating, expansion and professional development required to improve the Rigorous Programs of Study (RPOS) and Programs of Study (POS) of the consortium. All expenditures must meet the Perkins IV funding criteria for permissible and allowable expenses and benefit the full range of Dakota County Perkins Consortium membership.

3. **CONSIDERATION AND TERMS OF PAYMENT.**

- a. **Consideration** for all services performed and goods or materials supplied by the CONTRACTOR pursuant to this contract shall be paid by Minnesota State as follows:

- i. **Compensation** of an amount not to exceed *Twelve thousand, five hundred thirty-eight and 02/100 Dollars (\$12,538.02)*.
- ii. **Reimbursement** for travel and subsistence expenses actually and necessarily incurred by the CONTRACTOR in performance of this contract in an amount not to exceed *Zero Dollars (\$0.00)* provided that CONTRACTOR shall be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the

current "Commissioner's Plan" promulgated by the Commissioner of Employee Relations attached hereto. The CONTRACTOR shall not be reimbursed for travel and subsistence expenses incurred outside the State of Minnesota unless it has received prior written approval for such out-of-state travel from Minnesota State's authorized representative.

- iii. The **total obligation** of Minnesota State for all compensation and reimbursement to the CONTRACTOR shall not exceed *Twelve thousand, five hundred thirty-eight and 02/100 Dollars (\$12,538.02)*.

b. Terms of Payment.

- i. Payment shall be made by Minnesota State promptly after the CONTRACTOR'S presentation of invoices for services performed and acceptance of such services by Minnesota State's authorized representative. All services provided by the CONTRACTOR pursuant to this contract shall be performed to the satisfaction of Minnesota State, as determined at the sole discretion of its authorized representative, and in accordance with all applicable federal, state and local laws, ordinances, rules and regulations. The CONTRACTOR shall not receive payment for work found by Minnesota State to be unsatisfactory or performed in violation of any applicable federal, state or local law, ordinance, rule or regulation. Invoices shall be presented by CONTRACTOR according to the following schedule:

ISD917 will submit invoices (with the Purchase Order number assigned to this contract) to DCTC as necessary and as often as needed between April 26, 2018 and June 30, 2018.

- ii. Payments are to be made from federal funds obtained by Minnesota State through Title I of the Carl D. Perkins Career and Technical Education Act of 2006 (Public law and amendments thereto). If at any time such funds become unavailable, this contract shall be terminated immediately upon written notice of such fact by Minnesota State to the CONTRACTOR. In the event of such termination, CONTRACTOR shall be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- iii. Nonresident Aliens. Pursuant to 26 U.S.C. §1441, Minnesota State is required to withhold certain federal income taxes on the gross compensation paid to nonresident aliens, as defined by Internal Revenue Code §7701(b). Minnesota State will withhold all required taxes unless and until CONTRACTOR submits documentation required by the Internal Revenue Service indicating that CONTRACTOR is a resident of a country with tax treaty benefits. Minnesota State makes no representations regarding whether or to what extent tax treaty benefits are available to CONTRACTOR. To the extent that Minnesota State does not withhold these taxes for any reason, CONTRACTOR agrees to indemnify and hold Minnesota State harmless for any taxes owed and any interest or penalties assessed.
- iv. Entertainers. Pursuant to Minnesota Statutes 290.9201, Minnesota State is required to withhold a two percent (2%) tax on the gross compensation, including reimbursable expenses, paid to non-Minnesota entertainers for any performance in Minnesota.

4. AUTHORIZED REPRESENTATIVES. All official notifications, including but not limited to, cancellation of this contract must be sent to the other party's authorized representative.

- a. Minnesota State's authorized representative for the purpose of administration of this contract is:

Name: PATRICK LAIR
Address: DCTC 1300 145th St E Rosemount MN 55068
Telephone: 651-423-8399

E-Mail: patrick.lair@dctc.edu
Fax: 651-423-8779

Such representative shall have final authority for acceptance of the CONTRACTOR'S services and, if such services are accepted as satisfactory, shall so certify on each invoice presented pursuant to Clause 3, paragraph b.

- b. The CONTRACTOR'S authorized representative for the purpose of administration of this contract is:

Name: Intermediate School District 917 (ISD917)
Address: 1300 145th St E Rosemount MN 55068
Telephone:
E-Mail:
Fax:

5. **CANCELLATION AND TERMINATION.**

- a. This contract may be canceled by Minnesota State at any time, with or without cause, upon thirty (30) days written notice to the CONTRACTOR. In the event of such a cancellation, the CONTRACTOR shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.

- b. **Termination for Insufficient Funding.** Minnesota State may immediately terminate this contract if it does not obtain funding from the Minnesota Legislature or other funding source, or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the CONTRACTOR within a reasonable time of Minnesota State receiving notice that sufficient funding is not available. Minnesota State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the CONTRACTOR will be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed to the extent that funds are available. Minnesota State will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature or other funding source not to appropriate funds.

6. **ASSIGNMENT.** The CONTRACTOR shall neither assign nor transfer any rights or obligations under this contract without the prior written consent of Minnesota State.

7. **LIABILITY.** The CONTRACTOR shall indemnify, save, and hold Minnesota State, its representatives and employees harmless from any and all claims or causes of action, including all attorney's fees incurred by Minnesota State, arising from the performance of this contract by the CONTRACTOR or CONTRACTOR'S agents or employees. This clause shall not be construed to bar any legal remedies the CONTRACTOR may have for Minnesota State's failure to fulfill its obligations pursuant to this contract.

8. **WORKERS' COMPENSATION.** The CONTRACTOR certifies it is in compliance with Minnesota Statutes §176.181, subd. 2 pertaining to workers' compensation insurance coverage. The CONTRACTOR'S employees and agents will not be considered Minnesota State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees or agents and any claims made by any third party as a consequence of any act or omission on the part of these employees or agents are in no way Minnesota State's obligation or responsibility.

9. **PUBLICITY.** Any publicity given to the program, publications, or services provided resulting from this contract, including, but not limited to, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the CONTRACTOR or its employees individually or jointly with others, or any subcontractors shall identify Minnesota State as the sponsoring agency and shall not be released prior to receiving the approval of Minnesota State's authorized representative.

10. **MINNESOTA STATUTES §181.59.**

The Contractor will comply with the provisions of Minnesota Statutes §181.59 which require:

Every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district, or any other district in the state, for materials, supplies, or construction shall contain provisions by which the contractor agrees: (1) that, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, by reason or race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; (2) that no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color; (3) that a violation of this section is a misdemeanor; and (4) that this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

11. DATA DISCLOSURE.

- a. As a condition of this contract, CONTRACTOR is required by Minn. Stat. §270C.65 to provide a social security number, a federal tax identification number or Minnesota tax identification number. This information may be used in the enforcement of federal and state tax laws. These numbers will be available to federal and state tax authorities and state personnel involved in approving the contract and the payment of state obligations. Supplying these numbers could result in action to require CONTRACTOR to file state tax returns and pay delinquent state tax liabilities. This contract will not be approved unless these numbers are provided.
- b. Independent Contractors. Minn. Stat. §256.998 requires Minnesota State to report the name, address and social security number of independent contractors to the New Hire Reporting Center of the Minnesota Department of Human Services unless this Contract is for less than two months in duration with gross earnings of less than \$250.00 per month. This information may be used by state or local child support enforcement authorities in the enforcement of state and federal child support laws.

12. **GOVERNMENT DATA PRACTICES ACT.** The requirements of Minnesota Statutes § 13.05, subd. 11 apply to this contract. The CONTRACTOR and Minnesota State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by Minnesota State in accordance with this contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the CONTRACTOR in accordance with this contract. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the CONTRACTOR or Minnesota State.

In the event the CONTRACTOR receives a request to release the data referred to in this clause, the CONTRACTOR must immediately notify Minnesota State. Minnesota State will give the CONTRACTOR instructions concerning the release of the data to the requesting party before the data is released.

13. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS.

- a. Minnesota State shall own all rights, title and interest in all of the materials conceived or created by the CONTRACTOR, or its employees or subcontractors, either individually or jointly with others and which arise out of the performance of this contract, created and paid for under this contract, including any inventions, reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer based training modules, electronically, magnetically or digitally recorded material, and other work in whatever form (hereinafter MATERIALS).

The CONTRACTOR hereby assigns to Minnesota State all rights, title and interest to the MATERIALS. The CONTRACTOR shall, upon request of Minnesota State, execute all papers and perform all other acts necessary to assist Minnesota State to obtain and register copyrights, patents or

other forms of protection provided by law for the MATERIALS. The MATERIALS created under this contract by the CONTRACTOR, its employees or subcontractors, individually or jointly with others, shall be considered "works made for hire" as defined by the United States Copyright Act. All of the MATERIALS, whether in paper, electronic, or other form, shall be remitted to Minnesota State by the CONTRACTOR, its employees and any subcontractors, and the CONTRACTOR shall not copy, reproduce, allow or cause to have the MATERIALS copied, reproduced or used for any purpose other than performance of the CONTRACTOR'S obligations under this contract without the prior written consent of Minnesota State's authorized representative.

- b. The CONTRACTOR represents and warrants that MATERIALS produced or used under this contract do not and will not infringe upon any intellectual property rights of another, including, but not limited to, patents, copyrights, trade secrets, trade names, and service marks and names. The CONTRACTOR shall indemnify and defend, to the extent permitted by the Attorney General, Minnesota State at the CONTRACTOR'S expense from any action or claim brought against Minnesota State to the extent that it is based on a claim that all or part of the MATERIALS infringe upon the intellectual property rights of another. The CONTRACTOR shall be responsible for payment of any and all such claims, demands, obligations, liabilities, costs and damages, including, but not limited to, reasonable attorney fees arising out of this contract, amendments and supplements thereto, which are attributable to such claims or actions.

If such a claim or action arises, or in the CONTRACTOR'S or Minnesota State's opinion is likely to arise, the CONTRACTOR shall, at Minnesota State's discretion, either procure for Minnesota State the right or license to continue using the MATERIALS at issue or replace or modify the allegedly infringing MATERIALS. This remedy shall be in addition to and shall not be exclusive to other remedies provided by law.

14. **ANTITRUST.** The CONTRACTOR hereby assigns to the State of Minnesota any and all claims for overcharges as to goods or services provided in connection with this contract resulting from antitrust violations which arise under the antitrust laws of the United States or the antitrust laws of the State of Minnesota.
15. **JURISDICTION AND VENUE.** This contract, and amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this contract, or breach thereof, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.
16. **AMENDMENTS.** Any amendments to this contract shall be in writing and shall be executed by the same parties who executed the original contract, or their successors in office.
17. **STATE AUDITS.** The books, records, documents, and accounting procedures and practices of the CONTRACTOR relevant to this contract shall be subject to examination by Minnesota State and the Legislative Auditor for a minimum of six (6) years from the end of the contract.
18. **SURVIVAL OF TERMS.** The following clauses survive the expiration, cancellation or termination of this contract: Liability; Publicity; Data Disclosure; Government Data Practices Act; Ownership Of Materials and Intellectual Property Rights; Jurisdiction and Venue; and State Audits.
19. **ENTIRE AGREEMENT.** This Contract represents the entire agreement between the parties and supersedes any previous discussions or agreements, either verbal or written that occurred between the parties. This Contract may not be amended except by written agreement signed by the parties hereto. In the event of any conflict or inconsistency between this Contract and any riders, exhibits, addenda, or other document incorporated herein, this Contract shall govern.
20. **OTHER PROVISIONS.** *None.*

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

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby.
APPROVED:

1. CONTRACTOR:

CONTRACTOR certifies that the appropriate person(s) have executed the contract on behalf of CONTRACTOR as required by applicable articles, by-laws, resolutions, or ordinances.

By (authorized signature and printed name)
Title
Date

By (authorized signature and printed name)
Title
Date

2. VERIFIED AS TO ENCUMBRANCE:

Employee certifies that funds have been encumbered as required by Minnesota Statutes §16A.15.

By (authorized signature and printed name)
Title
Date

3. MINNESOTA STATE COLLEGES AND UNIVERSITIES

[INSERT NAME OF COLLEGE/UNIVERSITY/SYSTEM OFFICE]:

By (authorized signature and printed name) PATRICK LAIR
Title Director of Student Success
Date 04/26/2018

4. AS TO FORM AND EXECUTION:

By (authorized signature and printed name)
Title
Date



Dakota County Area Learning School

Home of Career & Technical Education

Intermediate School District 917 is an Equal Opportunity Educator and Employer

DCALS Office • 651.423.8458 • 651.423.8263 • 651.423.8287 • Fax 651.423.8760

Eric Van Brocklin, Principal

TO: John Christiansen, Supt.
Nicolle Roush, Business Manager

FROM: Eric Van Brocklin, Principal

RE: Professional/Technical Services Contract

DATE: April 27, 2018

This is a request to accept a Professional/Technical Services Contract between MnState (DCTC) and ISD 917. The purpose of this request is to facilitate the expenditures of a grant that was issued from MnState to use in conjunction with the Dakota County Perkins Consortium. The purpose of the grant is to increase and support Rigorous Programs of Study, Programs of Study, Technical Skills Assessments, and increase career awareness for consortium member school districts. The current balance is \$12,538.02 to spent by June 30, 2018. Dakota Count Perkins Consortium members and ISD 917 CTE programs may spend this money under the permissible guidelines of the Federal Perkins IV criteria. All expenses will be paid for through appropriate purchasing guidelines. Once proper purchasing information is obtained by ISD 917 we will be given reimbursement from MnState (DCTC) for all approved expenditures not to exceed \$12,538.02. Physical items must be in the possession of member districts and ISD 917 prior to June 30, 2018. Please see attached contract.

Member _____, introduced the following resolution and moved its adoption:

**RESOLUTION RELATING TO THE TERMINATION AND NONRENEWAL OF THE TEACHING
CONTRACT OF ANN HAWKINS**

WHEREAS, Ann Hawkins is a probationary teacher in Intermediate School District 917.

BE IT RESOLVED by the School Board of Intermediate School District No. 917, that pursuant to Minnesota Statutes 122A.40, Subdivision 5, that the teaching contract of Ann Hawkins, probationary teacher in Intermediate School District No. 917, is hereby terminated at the close of the current 2017-2018 school year.

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

NOTICE OF TERMINATION
AND NONRENEWAL

NAME
STREET
CITY, STATE ZIP

Dear NAME:

You are hereby notified that at a regular meeting of the School Board of Intermediate School District No. 917 held on May 1, 2018, a resolution was adopted by a majority roll call vote of the Board to terminate your contract effective at the end of the current school year and not to renew your contract for the 2017-2018 school year. Said action of the Board is taken pursuant to M.S. 122A.40, Subd. 5.

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

Yours very truly,

SCHOOL BOARD OF
INTERMEDIATE SCHOOL DISTRICT NO. 917

Clerk of the School Board

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

Whereupon said resolution was declared duly passed and adopted.

TO: Board Members
FROM: John Christiansen
DATE: April 25, 2018
RE: Contract Proposal for Interpreters and Related Services Nurses Union

Lauren Kelly (HR Specialist) and I have been meeting with the Interpreters' and Related Services Nurses' unions on their 2018-2020 contracts. Both groups are represented by Education Minnesota. Each group has approved a tentative proposal. The proposal total package increase for the Interpreters is 7.9% and for the Related Services Nurses it is 7.86%, which follows the pattern of the teachers' union contract of 7.98%.

The following are the elements changed in the proposal for the Interpreters:

1. Certification Adjustment changed from retro pay to a stipend.
2. The practice for pay for outside regular assignment work hours was added as contract language.
3. Health insurance was not changed.
4. Salary schedule increase is \$.76 in year one and \$.22 in year 2, for each cell of the steps and columns of the schedule.

The goal of the union and administration was to increase the beginning steps to be more competitive with the private sector for recent graduates. This is why we used a single cents amounts of increase rather than a percentage increase for all cells.

The following are the items in the proposal for the Related Services Nurses:

1. Reduce probationary period from three years to two years (consistent with other non-teacher groups)
2. An employee who has a continuous six months in a contract year without a sick leave day will have one additional personal leave day available the next contract year.
3. Add word "continuous" employment to section for longevity, personal leave, and 403b matching contribution.
4. Dues deduction will be October 15 through May 31.
5. Health Insurance Increase is \$15 per month single and \$30 per month family.

6. Section on Duty Year adds one additional day to the beginning of the school year and deletes language in Basic Day section that allowed equivalent of one extra day to be time sheeted through the school year.

7. Longevity Increase:

Years of Continuous Employment	Current	Year 1	Year 2
12-14	\$1.43	\$1.75	\$2.00
15-17	\$1.94	\$2.25	\$2.50
18-20	\$2.75	\$3.25	\$3.50
21-23	\$3.77	\$4.25	\$4.50
24+	\$4.79	\$5.25	\$5.50

8. Add list of 403b vendors to contract section on 403b match.

9. Salary Schedule Increase

Year 1 = 2.25% Year 2 – 2.25%

I recommend approval of the proposed contract settlement.

JC:ljb

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, 2016 through June 30, 2018~~
Effective July 1, 2018 through June 30, 2020

Board Approved _____

TABLE OF CONTENTS

Page

ARTICLE I3
 PURPOSE.....3
 ARTICLE II.....3
 RECOGNITION OF EXCLUSIVE REPRESENTATIVE.....3
 ARTICLE III.....3
 DEFINITIONS.....3
 ARTICLE IV.....4
 EMPLOYEE RIGHTS5
 SCHOOL DISTRICT RESPONSIBILITIES5
 ARTICLE V.....4
 ARTICLE VI.....6
 HOURS OF SERVICE - LENGTH OF SCHOOL YEAR.....6
 ARTICLE VII.....7
 BASIC SALARIES.....7
 ARTICLE VIII.....9
 GROUP INSURANCE.....9
 ARTICLE IX.....13
 LEAVES OF ABSENCE.....13
 ARTICLE X.....18
 PROBATIONARY PERIOD.....18
 ARTICLE XI.....19
 EMPLOYEE SUPERVISION.....19
 ARTICLE XII.....21
 SENIORITY.....21
 ARTICLE XIII.....22
 MISCELLANEOUS.....22
 ARTICLE XIV.....23
 GRIEVANCE PROCEDURE.....23
 ARTICLE XV.....26
 SEVERANCE/EARLY RETIREMENT.....26
 ARTICLE XVI.....27
 403b MATCHING CONTRIBUTION.....27
 ARTICLE XVII.....28
 DURATION.....28
 SCHEDULE A.....28
 SCHEDULE B.....29
 ATTACHMENT A.....34

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 employers 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 his/her 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 his/her 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-seventeenth (1/17)~~ **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 ~~June 15th.~~ **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. Request by the employee to cease dues deductions submitted in writing to the school district payroll office shall be honored and dues deductions ceased as of such written notice.

Section 7. Personnel Files: All evaluations and files generated with the school district relating to each interpreter shall be available during regular school business hours upon written request. The employee shall have the right to reproduce any contents of the file, at the employee's expense, and to submit for inclusion employee response to any material contained within.

Section 8. Fair Share Fee: In accordance with PELRA, any employee, as defined in Article III, who is not a member of the union may be required by the union to contribute a fair share fee for services rendered as exclusive representative. The employer shall deduct from said employee's wages such fair share fee as requested by the union, pursuant to PELRA, and remit such fair share fee as per payroll deduction. The employer recognizes that the determination of the fair share fee is solely the responsibility of the union, and the employer assumes no responsibility for the determination of any dispute which may result therefrom. It is also acknowledged that any dispute concerning the amount of the fair share fee shall be subject to the proceedings provided in PELRA and, therefore, such dispute shall not be subject to the grievance procedure.

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 interpreters basic day, exclusive of lunch, for a regular full-time employee, shall be six (6) 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, but not less than the number of student days. However, 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 July 1, ~~2016~~, **2018**, through June 30, ~~2017~~. **2019**. The wages and salaries set forth in Schedule B attached hereto shall be a part of this agreement for the period July 1, ~~2017~~ **2019** through June 30, ~~2018-2020~~.

Subd. 2. Effective July 1, ~~2016~~, **2018**, employees shall be compensated on Salary Schedule A, on such level and step for the ~~2016-2017~~ **2018-2019** contract year at one step over their ~~2015-2016~~ **2017-2018** placement.

Subd. 3. Effective July 1, ~~2017~~, **2019**, employees shall be compensated on Salary Schedule B, on such level and step for the ~~2017-2018~~ **2019-2020** contract year at one step over their ~~2016-2017~~ **2018-2019** placement.

Subd. 4. In the event a successor agreement is not entered into prior to July 1, ~~2018~~, **2020**, an employee shall remain at the same step as compensated during the ~~2017-2018~~ **2019-2020** 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:

Beginning 15 th – 19 th year of continuous employment	\$2.10/hour
Beginning 20 th year of continuous employment through the 24 th year of employment	\$2.60/hour
Beginning 25 th year of continuous employment and beyond (continuous applies to persons hired after July 1, 2018)	\$3.10/hour

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 I 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	\$500
Mentor Interpreter	\$1,500 (1-2 mentees)
Mentor Interpreter	\$1,800 (3 or more mentees)
Lead/Mentor Interpreter	\$2,000

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 ~~retroactive to the date of certification.~~ **schedule effective following proof of certification. In lieu of retroactive pay, the interpreter shall receive a stipend in the amount of \$1950.00 to be paid in equal installments over the employee's annual paycheck.**

Section 5. Certification + BA/BS: Effective July 1, 2003, an employee who has certification and shows proof of a bachelor's degree in education or their field of employment shall be placed in this lane. For those employees receiving degrees subsequently, the advancement to this lane shall be effective the first of the month following the awarding of the degree.

Section 6. 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 \$1000.00 per year. The stipend specified shall be in addition to the wages as provided in Schedules A and B of this Master Contract.

Section 7: 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 8: Change in Assignment: An interpreter who is assigned duties of a program, classroom, or student assistant during any part of their work day shall be paid their interpreter rate of pay.

Section 9: 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 \$25 an hour or their regular hourly rate whichever is greater. These rates will apply to member district requests for school sanctioned activities and events with the exception of the Minnesota State High School League sanctioned 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 sanctioned 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 following the end of the interpreter's work day, 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.

**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, 2016, **2018**, the school district shall contribute a sum not to exceed ~~\$635~~ **\$700** 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, 2017, , the school district shall contribute a sum not to exceed \$700 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.~~ 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, ~~2016,~~ **2018**,~~m~~ the school district shall contribute a sum not to exceed ~~\$1300~~ **\$1400** 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, 2017, the school district shall contribute a sum not to exceed \$1400 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.~~ 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 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 ~~\$635.~~ **\$700.** ~~Effective January 1, 2017, the total monthly contribution shall not exceed \$700.~~
- (b) The school district shall contribute toward the cost of the premium for each eligible employee employed by the school

district who qualifies for and is enrolled in individual coverage under the high deductible coverage option of the school district's health and hospitalization plan a monthly amount equal to the total monthly contribution identified in subsection (a) minus the monthly HSA contribution identified in subsection (c) and the monthly HSA administrative fees.

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

Subd. 4. Family High Deductible Coverage:

- (a) Eligible employees shall have the option of enrolling in a high deductible coverage option of the school district's health and hospitalization plan. The high deductible coverage shall be a qualified high deductible health plan within the meaning of Section 223 of the Internal Revenue Code of 1986, as amended from time to time. Each eligible employee enrolled in the high deductible coverage shall be eligible for a contribution to a health savings account ("HSA") of such employee in accordance with the Intermediate School District No. 917 Flex Choice Plan (the "Flex Choice Plan"). 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 ~~\$1300.~~ **\$1400.** ~~Effective January 1, 2017, the total monthly contribution shall not exceed \$1400.~~
- (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. 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 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 \$40 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 \$105 per month toward the cost of the premium for dependent coverage for each eligible employee employed by the school district who qualifies for and is enrolled in the

school district's dental insurance plan and who qualifies for dependent coverage. The cost of the premium not contributed by the school district shall be borne by the employee and paid by payroll deduction.

Section 4. Group Income Protection: 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 66-2/3 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 he/she is 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 shall earn sick leave at the rate of twelve (12) days for each year of service in the employ of the school district. All full-time interpreters shall be given a credit of the number of sick days earned at the beginning of each year of

employment. If in the event that an employee leaves the school district before the completion of the school year, one day of sick leave shall be deducted from the accumulated sick leave total for each month that the employee did not work during the school year. The employee will be liable to the school district for any sick leave pay granted to the employee for which they were not eligible by leaving the employment of the school district before completion of their school year.

Subd. 2. Unused sick leave days may accumulate without limit.

Subd. 3. The School Board may require an interpreter to furnish a medical certificate from a qualified physician as evidence of illness, indicating such absence was due to illness, in order to qualify for sick leave pay. However, the final determination as to the eligibility of an interpreter for sick leave is reserved to the School Board.

Subd. 4. In the event that a medical certificate will be required, the interpreter will be so advised.

Subd. 5. Sick leave allowed shall be deducted from the accrued sick leave days earned by the interpreter.

Subd. 6. Sick leave pay shall be approved only upon submission of a signed request.

Subd. 7. An interpreter who is entitled to sick leave pay, who is then receiving Workers Compensation, may not be paid sick leave pay in an amount greater than the difference between such Workers Compensation and his/her basic salary.

Section 2. Parental Leave:

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

Subd. 2. The employee shall submit a written request to the superintendent for a parental leave including commencement date and return date.

Subd. 3. The effective beginning date of such leave and its duration shall be submitted by the superintendent to the School Board for approval.

Subd. 4. The parties agree that periods of time for which the employee is on parental leave shall not be counted in determining the completion of the probationary or trial period.

Subd. 5. An employee who returns from parental leave within the provisions of this section shall retain all previous work experience credit and any unused leave time earned under the provisions of this Agreement prior to the beginning of the leave. The employee shall not accrue any additional work experience credit for leave time during the period of child care leave.

Subd. 6. An employee on parental leave is eligible to participate in group insurance programs if permitted under the insurance policy provisions. The employee shall be responsible for the full cost of the premium of the insurance programs selected and will begin paying the district at the beginning of the leave. The right to continue participation in such group insurance programs, however, will terminate if the employee does not return to the School District pursuant to this section.

Subd. 7. The parties further agree that any child care leave of absence granted under this section shall be a leave without pay.

Section 3. Maternity/Adoption Leave:

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

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

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

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

Section 4. 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 or parent. Up to three (3) days absence may be granted with pay for the death of the employee's sister, brother, grandparent, grandchild, parent-in-law, son or daughter-in-law, brother or sister-in-law and regular members of the immediate household. The leave set forth in this section is nonaccumulative 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. Personal Leave:

Subd. 1. Eligibility: ~~Interpreters~~ **Employees** who are in their first year of employment with the school district shall be eligible for one (1) day of personal leave. ~~Interpreters~~ **Employees** in their second through fourth years of **continuous** employment with the school district shall be eligible for two (2) days of personal leave per year. Interpreters in their fifth year of **continuous** employment with the school district and thereafter shall be eligible for three (3) days of personal leave per year. Personal leave shall be allowed to accumulate to a total of five (5) days. **(Continuous employment applies only to employees hired after July 1, 2018.)**

- 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 holidays or vacation periods and the first and last ten (10) duty days of the school year.
- 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.

Subd. 3. At the beginning of each contract year, ~~interpreters~~ **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 at least ~~two weeks~~ **one week** 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 6. General Leave:

Subd. 1. Interpreters in the school district may apply for an unpaid leave of absence, subject to the provisions of this section. The granting of such leave shall be at the sole discretion of the school board.

Subd. 2. Such leave may be granted by the school board for extended illness of the employee, extended illness of the employee's family, additional education, or other reasons acceptable to the school board.

Subd. 3. An interpreter on general leave of absence shall provide notice to the school district in writing no later than April 1 of the employee's intention concerning return to employment at the end of the general leave.

Subd. 4. An interpreter returning from general leave shall be restored to the previous job or an equivalent position with equivalent pay, benefits, and other terms and conditions of employment. See also Board Policy 464 for additional unpaid leave provisions.

Section 7. Insurance Application:

Subd. 1. An employee shall be eligible for insurance contributions as provided in Article VIII of this agreement during any month that the employee provides regular service at least one (1) day during the month, or during any month that such employee is continuously on paid sick leave pursuant to Section 1 of this Article, and including the non-duty summer months continuous with otherwise eligible service.

Subd. 2. An employee shall not be eligible for school district contributions for insurance programs as outlined in Article VIII of this Agreement during any of the following:

- A. Any month in which the employee does not receive either pay for actual service rendered or during any month in which the employee is absent but not entitled to sick leave pursuant to Section 1 of this Article.
- B. Any month in which the employee receives worker's compensation for the entire month, whether or not supplemented by sick leave.
- C. Any month in which the employee is receiving long-term disability insurance benefits for the entire month.

Subd. 3. An employee being compensated pursuant to Subd. 2 hereof, may, however, continue to participate in group insurance plans if permitted under the insurance policy provisions, but shall pay the entire premium for such program as he/she wishes to retain during such period of employment relationship. It is the responsibility of the employee to make arrangements with the school business office to pay to the school district the monthly premium amounts in advance and on such date as determined by the school district. The right to continue participation in such group insurance programs, however, will discontinue upon termination of employment, except as provided by law.

Section 8. Accrued Benefits - Unpaid Leaves: An employee on an unpaid leave pursuant to this Article shall retain such amounts of experience credit for pay purposes and other accrued benefits, if any, which he/she had accrued at the time he/she went on leave for use upon his/her return. No additional experience credit for pay purposes or other benefits shall accrue for the period of time that an employee is on leave under this section.

Section 9. Accrued Benefits - Paid Leaves: An employee on an extended leave where compensation is involved, including sick leave and workers compensation, shall be eligible for and shall be entitled to normal accruals for sick leave during any month in which the employee actually performs services. However, an employee shall not be eligible for accrual of sick leave during any month in which the employee does not perform services because of absence on paid sick leave or during the entire month the employee is being compensated by workers compensation or long-term disability insurance.

Section 10. The parties agree that periods of time for which the employee is on unpaid leave shall not be counted in determining the completion of the probationary period.

Section 11. 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 12. Jury Duty Leave: An interpreter summoned for jury duty shall receive his/her salary but shall remit to the school district any jury fees received. The Interpreter shall retain any expenses or mileage allowances paid by the court.

Section 13. 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. Employees employed for less than 1,050 hours per year, but at least 550 hours per year, shall receive leave benefits on a pro rata basis.

ARTICLE X PROBATIONARY PERIOD

Section 1. Probationary Period: An employee, under the provisions of this Agreement, shall serve a probationary period of three school years of continuous employment during which time the school district shall have the unqualified right to suspend without pay, discharge or otherwise discipline such employee. If the employee has previously completed a probationary period in another school district they will serve a one school year probationary period. 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 his/her 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) work days.

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:
 - 1) Inefficiency;
 - 2) Neglect of duty, or persistent violation of school laws, rules, regulations, or directives;
 - 3) Conduct unbecoming an Interpreter which materially impairs the Interpreter's educational effectiveness;
 - 4) 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:
 - 1) Immoral conduct, insubordination, or conviction of a felony;
 - 2) Conduct unbecoming an Interpreter which requires the immediate removal of the Interpreter from classroom or other duties;
 - 3) Failure without justifiable cause to be present at assigned work place without first securing the written release of the school board;
 - 4) Gross inefficiency which the Interpreter has failed to correct after reasonable written notice;
 - 5) Willful neglect of duty; or
 - 6) Continuing physical or mental disability subsequent to a 12 months 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 his/her 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 his/her 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 posted at each school facility where possible.

ARTICLE XIII MISCELLANEOUS

Section 1. District contribution to Minnesota State Retirement System (MSRS) Post Retirement Health Care Savings Plan in lieu of reimbursement for tuition.

Subd. 1. The school district shall distribute the funds that would have otherwise been available for tuition reimbursement, in the amount of \$250 per employee to bargaining unit members in each members' MSRS Post Retirement Health Care Savings Plan.

Subd. 2. Full-time (1100 hours of assignment) employees of record on January 15 shall have the distribution made in February.

Subd. 3. Part-time employees of record on January 15 whose assignment is at least 550 hours per year but less than 1100 hours during the school-year in which the distribution is made, shall receive a distribution in the amount of \$125.00 in February.

Section 2. 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 Transliterators: 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. **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 for Cued English Transliterators Certified by the Testing, Evaluation, and Certification Unit who verify their certification, the maintenance fee and annual registration will be reimbursed by the district as follows:

- A. The first year for Interpreters, reimbursement will be an amount equal to \$165 and for Transliterators reimbursement will be an amount equal to \$100 less the amount that the Minnesota Department of Education is currently charging for teacher license renewal.
- B. For the following four (4) years, reimbursement will be \$165 for Interpreters and \$100 for Transliterators.

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 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 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 his/her designee shall set a time to meet regarding the grievance within fifteen (15) days after receipt of the appeal. Within ten (10) days after the meeting the superintendent or his/her 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 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 his/her 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. 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. This Article shall apply only to employees who retire after the execution of this contract and shall not be retroactive to any employee who retired prior to said execution date.

Section 2. Amount of Severance: Eligible employees, upon retirement, shall receive as severance pay unused sick leave days, not to exceed thirty-five (35) days. The amount of severance payment under this Article shall be reduced by the amount of the School District matching 403b contributions made under Article XVI, Section 2, effective July 6, 2004.

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 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, ~~2016~~, **2018**, 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 only applies to persons hired after July 1, 2018.)**

<u>Continuous</u>		
<u>Years of Employment</u>	<u>1110+hrs/yr</u>	<u>550-1109 hrs/yr</u>
2-4	\$250	\$125
5	\$400	\$200
6-9	\$550	\$275
10-15	\$700	\$350
16+	\$850	\$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, 2016, through June 30, 2018, and thereafter pursuant to PELRA. If either party desires to modify or amend this Agreement commencing on July 1, 2018, it shall give written notice of such intent no later than May 1, 2018. 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

Chairman

Clerk

Dated: May 1, 2018

Dated: May 1, 2018

SCHEDULE A

INTERPRETERS

2016-2017 SALARY SCHEDULE

STEP	-	-	-	-	-	-
NUMBER	-	NON-CERTIFIED	-	CERTIFIED OR HIGHER ON THE EIPA TEST	-	CERT + BA/BS OR BA/BS +3.7 OR HIGHER ON THE EIPA TEST
-	-	LANE 1 (A)	-	LANE 2 (B)	-	LANE 3 (C)
1	-	17.00	-	18.41	-	19.30
2	-	17.54	-	18.94	-	19.84
3	-	18.05	-	19.47	-	20.37
4	-	18.60	-	20.01	-	20.90
5	-	19.13	-	20.54	-	21.43
6	-	19.67	-	21.09	-	21.97
7	-	20.20	-	21.60	-	22.50
8	-	20.74	-	22.14	-	23.04
9	-	-	-	22.67	-	23.56
10	-	-	-	23.21	-	24.09
11	-	-	-	23.73	-	24.63
12	-	-	-	24.27	-	25.16
13	-	-	-	24.80	-	25.69
14	-	-	-	25.34	-	26.25

SCHEDULE B

INTERPRETERS

~~2017-2018 SALARY SCHEDULE~~

STEP						
NUMBER		NON-CERTIFIED		CERTIFIED OR 3.7 OR HIGHER ON THE EIPA TEST		CERT + BA/BS OR BA/BS +3.7 OR HIGHER ON THE EIPA TEST
		LANE 1 (A)		LANE 2 (B)		LANE 3 (C)
1	-	17.24	-	18.67	-	19.57
2	-	17.78	-	19.21	-	20.12
3	-	18.30	-	19.75	-	20.66
4	-	18.86	-	20.29	-	21.19
5	-	19.40	-	20.83	-	21.73
6	-	19.94	-	21.39	-	22.28
7	-	20.48	-	21.90	-	22.81
8	-	21.03	-	22.45	-	23.36
9	-	-	-	22.99	-	23.89
10	-	-	-	23.54	-	24.42
11	-	-	-	24.06	-	24.97
12	-	-	-	24.61	-	25.51
13	-	-	-	25.15	-	26.05
14	-	-	-	25.70	-	26.61

SCHEDULE A

INTERPRETERS

2018-2019 SALARY SCHEDULE

STEP		NON-CERTIFIED		CERTIFIED OR 3.7 OR HIGHER ON THE EIPA TEST		CERT + BA/BS OR BA/BS +3.7 OR HIGHER ON THE EIPA TEST	
NUMBER		LANE 1 (A)		LANE 2 (B)		LANE 3 (C)	
1		18.00		19.43		20.33	
2		18.54		19.97		20.88	
3		19.06		20.51		21.42	
4		19.62		21.05		21.95	
5		20.16		21.59		22.49	
6		20.70		22.15		23.04	
7		21.24		22.66		23.57	
8		21.79		23.21		24.12	
9				23.75		24.65	
10				24.30		25.18	
11				24.82		25.73	
12				25.37		26.27	
13				25.91		26.81	
14				26.46		27.37	

SCHEDULE B

INTERPRETERS

2019-2020 SALARY SCHEDULE

STEP		NON-CERTIFIED		CERTIFIED OR 3.7 OR HIGHER ON THE EIPA TEST		CERT + BA/BS OR BA/BS +3.7 OR HIGHER ON THE EIPA TEST	
NUMBER		LANE 1 (A)		LANE 2 (B)		LANE 3 (C)	
1		18.22		19.65		20.55	
2		18.76		20.19		21.10	
3		19.28		20.73		21.64	
4		19.84		21.27		22.17	
5		20.38		21.81		22.71	
6		20.92		22.37		23.26	
7		21.46		22.88		23.79	
8		22.01		23.43		24.34	
9				23.97		24.87	
10				24.52		25.40	
11				25.04		25.95	
12				25.59		26.49	
13				26.13		27.03	
14				26.68		27.59	

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

AGREEMENT

between

INTERMEDIATE SCHOOL DISTRICT NO. 917

and

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

**~~Effective July 1, 2016, through June 30, 2018~~
Effective July 1, 2018, through June 30, 2020**

Board Approved _____

Table of Contents

Contents

ARTICLE I	3
PURPOSE	3
ARTICLE II	3
RECOGNITION OF EXCLUSIVE REPRESENTATIVE	3
ARTICLE III	4
DEFINITIONS	4
ARTICLE IV	4
EMPLOYEE RIGHTS	4
ARTICLE V	6
SCHOOL DISTRICT RESPONSIBILITIES	6
ARTICLE VI	6
HOURS OF SERVICE – LENGTH OF SCHOOL YEAR	6
ARTICLE VII	7
BASIC SALARIES	7
ARTICLE VIII	8
GROUP INSURANCE	8
ARTICLE IX	13
LEAVES OF ABSENCE	13
ARTICLE X	18
PROBATIONARY PERIOD	18
ARTICLE XI	18
EMPLOYEE SUPERVISION	18
ARTICLE XII	21
SENIORITY, LAYOFF AND RECALL	21
ARTICLE XIII	23
STIPEND FOR LICENSE RENEWAL	23
ARTICLE XIV	23
GRIEVANCE PROCEDURE	23
ARTICLE XV	26
SEVERANCE/EARLY RETIREMENT	26
ARTICLE XVI	27
403b MATCHING CONTRIBUTION PLAN	27
ARTICLE XVII	29
DURATION	29
SALARY SCHEDULE	31
GRIEVANCE REPORT FORM	33

**ARTICLE I
PURPOSE**

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

**ARTICLE II
RECOGNITION OF EXCLUSIVE REPRESENTATIVE**

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

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

Section 3. Exclusive Representative Leave Time

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

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

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

bargaining leave is requested, the approval for that leave shall be automatically rescinded. The Union President will notify the Superintendent or his/her designee at least three (3) working days prior to the date of intended leave. The Superintendent may waive the three (3) day notice.

ARTICLE III DEFINITIONS

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

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

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

ARTICLE IV EMPLOYEE RIGHTS

Section 1. Right to Views: Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any health associate or his/her 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 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. 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 employees whose pay deductions were made to the exclusive representative within seven (7) days of such payday.

Section 7. Fair Share Fee: In accordance with PELRA, any employee, as defined in Article III, who is not a member of the union may be required by the Union to contribute a fair share fee for services rendered as exclusive representative. The School District shall deduct from said employee's wages such fair share fee as requested by the Union, pursuant to PELRA, and remit such fair share fee as per payroll deduction. The School District recognizes that the determination of the fair share fee is solely the responsibility of the Union, and the School District assumes no responsibility for the determination of any dispute which may result therefrom. It is also acknowledged that any dispute concerning the amount of the fair share fee shall be subject to the proceedings provided in PELRA and, therefore, such dispute shall not be subject to the grievance procedure.

Section 8. Personnel Files: All evaluations and files generated with the School District relating to each employee shall be available during regular school business hours upon written request. The employee shall have the right to reproduce any contents of the file, at the employee's expense, and to submit for inclusion employee response to any material contained within. An employee may grieve a written document placed in the employee'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 employee's file.

Section 9. 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 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 health associate's basic day, exclusive of lunch, for a full-time employee, shall be six (6) to seven and a half (7-1/2) 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 at least 15 minutes of indirect documentation time. ~~The health associate will have the option to timeslip up to one day of additional indirect documentation time throughout the school year. However, this indirect documentation must be related to duties assigned per the position description and must occur outside of the duty day. However, the~~ **The School District** may employ such part-time health associates as it deems appropriate.

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

Subd. 2. Break Period: Employees 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 LSN and health associate, the breaks may be combined to provide a lunch break. Employees 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 an employee is required to work because of an emergency or other operational need, as determined by the School District, he/she shall be paid at their regular rate of pay for the additional time.

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

Subd. 1. At the beginning of each school year, health associates shall be provided with ~~one (1) regular~~ **two (2) regular** working day of paid time to set up medical records for new students and to begin medical documentation. This preparation time can only be used in August or September and must ~~be used outside of the~~ **not be a** student contact day.

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 employee's hourly rate of pay.

ARTICLE VII BASIC SALARIES

Section 1. Basic Salaries - Regular Employees:

Subd. 1. Effective July 1, ~~2016~~, **2018**, Health Associates shall be compensated in accordance with Salary Schedule A.

Subd. 2. Effective July 1, ~~2017~~, **2019**, Health Associates shall be compensated in accordance with Salary Schedule B.

Subd. 3. Effective July 1st of each year, eligible Health Associates will advance one step on the Salary Schedule in effect, with the exception of those employees subject to Section 3 of this Article. 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, ~~2016~~, **2020**, an employee shall remain at the same step as compensated during the ~~2017-2018~~ **2019-2020** contract year until a successor agreement is reached, which agreement shall govern step advancement, if any.

Subd. 4. Longevity: Effective July 1, ~~2016~~, **2018** employees shall receive a longevity salary increase beyond the rates delineated in Schedules A and B of the agreement as follows:

Beginning 10 th year of continuous employment or one (1) year after the employee reaches Step 9 of the Salary Schedule in effect, whichever is sooner	<u>Current</u>	<u>Year 1</u>	<u>Year 2</u>
	\$.77/hour	\$.77/hour	\$.77/hour
Beginning 12 th year of continuous employment	\$1.43/hour	\$1.75/hour	\$2.00/hour
Beginning 15 th year of continuous employment	\$1.94/hour	\$2.25/hour	\$2.50/hour
Beginning 18 th year of continuous employment	\$2.75/hour	\$3.25/hour	\$3.50/hour
Beginning 21 st year of continuous employment	\$3.77/hour	\$4.25/hour	\$4.50/hour
Beginning 24 th year of continuous employment	\$4.79/hour	\$5.25/hour	\$5.50/hour

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 an employee 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 employee shall be paid at his/her hourly rate of pay and in accordance with Article VI, Section 5.

Section 3. 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 employed prior to January 1. An employee 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 employee 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, ~~2016,~~ **2018** the School District shall contribute an amount not to exceed ~~\$735~~ **\$765** 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, ~~2017,~~ **2019** the total monthly contribution shall increase, but shall not exceed ~~\$750~~ **\$780** per month. Effective January 1, ~~2018,~~ **2020**, the total monthly contribution shall increase but shall not exceed ~~\$765~~ **\$795** per month. 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, ~~2016,~~ **2018**, the School District shall contribute an amount not to exceed ~~\$1430~~ **\$1489** 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, ~~2017,~~ **2019**, the total monthly contribution shall increase, but shall not exceed ~~\$1459~~ **\$1519** per month. Effective January 1, ~~2018,~~ **2020**, the total monthly contribution shall increase, but shall not exceed ~~\$1489~~ **\$1549** per month. The cost of the premium not contributed by the School District shall be borne by the employee and paid by payroll deduction. In the event that the School District's contribution for family coverage is discriminatory or illegal, the union will hold the School District harmless and indemnify the School District from any and all action, suits, claims, damages, judgments and other forms of liability which any person may have or claim to have arising out of or by reason of the School District's contribution toward family coverage. This subdivision shall not apply to those eligible employees who select coverage under the high deductible health plan described in Subdivision 4.

Subd. 3. Individual High Deductible 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, ~~2016,~~ **2018**, 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 ~~\$735~~ **\$765** per month. Effective January 1, ~~2017,~~ **2019**, the total monthly contribution will increase but shall not exceed ~~\$750-\$780~~ per month and January 1, ~~2018,~~ **2020**, the total monthly contribution will increase but shall not exceed ~~\$765-\$795~~ 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 high deductible coverage option of the School District's health and hospitalization plan. Such contributions shall be made monthly on a pro rata basis. Such employees shall also be eligible, through the Flex Choice Plan, to make pre-tax contributions to the HSA via salary reduction. The School District shall select the vendor of the HSA to which such contributions shall be made. Once deposited in an employee's HSA, such contributions, whether made by the School District or via salary reduction, shall not be subject to restriction by the School District and the employee may access and/or transfer such funds to a different HSA to the fullest extent permitted by law. Such employees also shall be eligible to participate in a Limited Scope Health Care Reimbursement Plan through the Flex Choice Plan, which shall allow reimbursement of medical expenses to the fullest extent permitted by law for an individual receiving contributions to an HSA.

Subd. 4. Family High Deductible Coverage:

- (b) Eligible employees shall have the option of enrolling in a high deductible coverage option of the School District's health and hospitalization plan. The high deductible coverage shall be a qualified high deductible health plan within the meaning of Section 223 of the Internal Revenue Code of 1986, as amended from time to time. Each eligible employee enrolled in the high deductible coverage shall be eligible for a contribution to a health savings account ("HSA") of such employee in accordance with the Intermediate School District No. 917 Flex Choice Plan (the "Flex Choice Plan"). Effective July 1, ~~2016,~~ **2018**, 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 ~~\$1430~~ **\$1489** per month. Effective January 1, ~~2017,~~ **2019**, the total monthly

contribution will increase but shall not exceed ~~\$1459~~ **\$1519** per month and January 1, ~~2018~~, **2020**, the total monthly contribution will increase but shall not exceed ~~\$1489~~ **\$1549** per month.

- (c) 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.

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

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

Section 3. Dental Insurance:

Subd. 1. Individual Coverage: The School District shall contribute a sum not to exceed \$68 per month toward the cost of the premium for individual coverage for each

eligible employee employed by the School District who qualifies for and is enrolled in the School District's dental insurance plan. The cost of the premium not contributed by the School District shall be borne by the employee and paid by payroll deduction.

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

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

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

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

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

Section 7. Duration of Insurance Contribution: A health associate is eligible for contributions as provided in this Article as long as he/she is 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 employees 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 employees who work at least 1,110 hours per year and such benefits shall not apply to substitute employees.

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 employee 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 shall earn sick leave at the rate of one and one-ninth (1-1/9) days for each month of service in the employ of the School District, which is equivalent to ten (10) days for each school year. All full-time health associates shall be given a credit of ten (10) sick days at the beginning of each school year. In the event that an employee uses credited sick leave prior to completion of the year in which such credit is earned, the employee shall be liable to the School District for any sick leave pay advanced beyond actual accrual in the event the employee leaves the service of the School District.

Subd. 2. Unused sick leave days may accumulate without limit.

Subd. 3. The School Board may require a health associate to furnish a medical certificate from a qualified physician as evidence of illness, indicating such absence was due to illness, in order to qualify for sick leave pay. Failure to provide documentation upon request may result in denial of sick leave.

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

Subd. 5. Sick leave allowed shall be deducted from the accrued sick leave days earned by the health associate.

Subd. 6. Sick leave pay shall be approved only upon submission of a signed request.

Subd. 7. A health associate who is entitled to sick leave pay, who is then receiving Worker's Compensation, may not be paid sick leave pay in an amount greater than the difference between such Worker's Compensation and his/her basic salary. Under such

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

Subd. 8. Employees who do not use sick leave for a period of six (6) consecutive months **in a contract year** shall be eligible for one additional personal leave day **in the next year's contract**. The additional personal leave day must be used ~~within twelve (12) months of earning the day.~~ **in the next contract year**. Additionally, employees who do not use sick leave for a period of one (1) contract year shall receive a district contribution of two-hundred dollars (\$200) in their name to the State of Minnesota Post Retirement Health Care Savings Plan.

Section 2. Parental Leave:

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

Subd. 2. The employee shall submit a written request to the superintendent for a parental leave including commencement date and return date.

Subd. 3. The effective beginning date of such leave and its duration shall be submitted by the superintendent to the School Board for approval.

Subd. 4. The parties agree that periods of time for which the employee is on parental leave shall not be counted in determining the completion of the probationary or trial period.

Subd. 5. An employee who returns from parental leave within the provisions of this section shall retain all previous work experience credit and any unused leave time earned under the provisions of this Agreement prior to the beginning of the leave. The employee shall not accrue any additional work experience credit for leave time during the period of child care leave.

Subd. 6. An employee on parental leave is eligible to participate in group insurance programs if permitted under the insurance policy provisions. The employee shall be responsible for the full cost of the premium of the insurance programs selected and will begin paying the district at the beginning of the leave. The right to continue participation in such group insurance programs, however, will terminate if the employee does not return to the School District pursuant to this section.

Subd. 7. The parties further agree that any child care leave of absence granted under this section shall be a leave without pay.

Section 3. Maternity/Adoption Leave:

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

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

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

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

Section 4. 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, parent, brother, sister, grandparent, grandchild, son or daughter-in-law, brother or sister-in-law, or parent-in-law. Up to three (3) days absence may be granted with pay for the death of the employee's, brother or sister-in-law and regular members of the immediate household. The leave set forth in this section is nonaccumulative 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 of the following: employee's spouse, child, adult child, brother, sister, parent, step-parent, grandchild, grandparent, son or daughter-in-law, or parent-in-law. An employee may use one (1) day of accumulated sick leave for each day of illness or disability of the employee's dependent (IRS Code) for such reasonable periods as the employee's attendance may be necessary, on the same terms the employee is able to use sick leave benefits for the employee'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 5. Jury Duty Leave: An employee summoned for jury duty shall receive his/her regular salary but shall remit to the School District any jury duty fees received. The employee shall retain any expenses or mileage allowances paid by the court.

Section 6. Personal Leave.

Subd. 1. Eligibility. Employees in their 1st year of employment may deduct one day from sick leave. Employees who have completed their first year of employment will receive personal leave days per the following schedule:

Year 2-4	2 days
Year 5 through 9	3 days
Years 10 and beyond	4 days

Years 2, 3, and 4 of continuous employment	2 days
Years 5, 6, 7, 8, and 9 of continuous employment	3 days
Years 10 of continuous employment and beyond	4 days

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

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.

- A. Employees in their first year of employment, not eligible for personal leave days, may be granted time off for extraordinary circumstances in emergency situations. 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 Superintendent or his/her 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 holidays or vacation periods and the first and last ten (10) duty days of the school year.
- 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.

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 employees who have accumulated three (3) days of personal leave or more prior to the beginning of any contract year shall receive a lump sum payment of one hundred twenty-five (\$125) for each day beyond five (5) for which they become eligible in lieu of being granted additional days beyond five (5). Part-time employees as defined in Section 11 of this Article IX shall be

paid a pro rata portion of the one hundred dollars (\$100) per day based upon the number of hours worked per year with 1,110 hours per year constituting full-time.

Subd. 4 Personal leave must be requested ten (10) duty days in advance of the commencement of the leave. In instances when emergency situations preclude the advance request for leave, the employee shall make the request as soon as practicable and must include the reason for the requested leave and why the ten (10) day notice was not possible. Personal leave will normally only be granted in increments of one full work day(s).

Section 7. Insurance Application:

Subd. 1 An employee shall be eligible for insurance contributions as provided in Article VIII of this agreement during any month that the employee provides regular service at least one (1) day during the month, or during any month that such employee is continuously on paid sick leave pursuant to Section 1 of this Article, and including the non-duty summer months continuous with otherwise eligible service.

Subd. 2. An employee shall not be eligible for School District contributions for insurance programs as outlined in Article VIII of this Agreement during any of the following:

- A. Any month in which the employee does not receive either pay for actual service rendered or during any month in which the employee is absent but not entitled to sick leave pursuant to Section 1 of this Article.
- B. Any month in which the employee receives worker's compensation for the entire month, whether or not supplemented by sick leave.
- C. Any month in which the employee is receiving long-term disability insurance benefits for the entire month.

Subd. 3. An employee being compensated pursuant to Subd. 2 hereof, may, however, continue to participate in group insurance plans if permitted under the insurance policy provisions, but shall pay the entire premium for such program as he/she wishes to retain during such period of employment relationship. It is the responsibility of the employee to make arrangements with the school business office to pay to the School District the monthly premium amounts in advance and on such date as determined by the School District. The right to continue participation in such group insurance programs, however, will discontinue upon termination of employment, except as otherwise provided by law.

Section 8. Accrued Benefits - Unpaid Leaves: An employee on an unpaid leave pursuant to this Article shall retain such amounts of experience credit for pay purposes and other accrued benefits, if any, which he/she had accrued at the time he/she went on leave for use upon his/her return. No additional experience credit for pay purposes or other benefits shall accrue for the period of time that an employee is on leave under this section 7.

Section 9. Accrued Benefits - Paid Leaves: An employee on an extended leave where compensation is involved, including sick leave and worker's compensation, shall be eligible for and shall be entitled to normal accruals for sick leave during any month in which the employee actually performs services. However, an employee shall not be eligible for accrual of sick leave during any month in which the employee does not perform services because of absence on paid sick leave or during the entire month the employee is being compensated by worker's compensation or long-term disability insurance.

Section 10. Unpaid Leave During Probationary Period: The parties agree that periods of time for which the employee is on unpaid leave shall not be counted in determining the completion of the probationary period.

Section 11. 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 12. Eligibility: To be eligible for the benefits of this Article, an employee must be a regular full-time employee employed at least 1,110 hours per year. Bargaining unit employees employed for less than 1,110 hours per year shall receive leave benefits on a pro rata basis.

ARTICLE X PROBATIONARY PERIOD

Section 1. Probationary Period: An employee, shall serve a probationary period of ~~three (3)~~ **two (2)** calendar years of continuous employment during which time the School District shall have the unqualified right to suspend without pay, discharge or otherwise discipline such employee. In the event the School District discharges a probationary employee at the end of a school year, and rehires the employee the following year, the employee's employment with the School District shall consider that time as 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 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 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 his/her 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 official personnel file. Each employee 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. Employees may respond in writing to written reprimands and such responses shall be placed in the employee'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 employee's 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) work days.

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:
 - 1) Inefficiency;
 - 2) Neglect of duty, or persistent violation of school laws, rules, regulations, or directives;
 - 3) Conduct unbecoming a health associate which materially impairs the health associate's effectiveness;
 - 4) 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:
 - 1) Immoral conduct, insubordination, or conviction of a felony;

- 2) Conduct unbecoming a health associate which requires the immediate removal of the health associate from classroom or other duties;
- 3) Failure without justifiable cause to be present at assigned work place without first securing the written release of the school board;
- 4) Gross inefficiency which the health associate has failed to correct after reasonable written notice;
- 5) Willful neglect of duty; or
- 6) Continuing physical or mental disability subsequent to a 12 months 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, an employee's seniority date shall be the first date of paid and continuous employment with the School District. 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 first date of continuous service with the School District. If more than one employee 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 employee's initial employment application.

Section 3. Loss of Seniority: An employee shall lose his/her 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: Employees shall be recalled in inverse order of seniority. Only employees 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 employee 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 employees' 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 employees 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 employees being involuntarily transferred or reassigned. Such employees 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. Staff 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.

ARTICLE XIII STIPEND FOR LICENSE RENEWAL

Section 1. To assist employees for expenses incurred for education requirements for license renewal, the school district shall pay a stipend in the amount of \$300 to full time (1110 hours of assignment) LPN's and \$600 to full time (1110 hours of assignment) RN's. The payment shall be made in February of each school year.

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

ARTICLE XIV GRIEVANCE PROCEDURE

Section 1. Grievance Definition: A "grievance" shall mean an allegation by an employee(s) resulting in a dispute or disagreement between the employee(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 employee 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 employee(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 employee(s) and the School District's designee.

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

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

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

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

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

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

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

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

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

Subd. 6. Expenses: Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses, and any other

expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party. The parties shall share equally fees and expenses of the arbitrator and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration. The requesting party shall pay the full cost of transcribing or recording of the proceedings and transcript copy. If both parties request a transcript or recording, the cost shall be equally shared. If the second party orders a transcript after the first party has paid for transcribing and recording, the second party shall also reimburse the first party for one-half (1/2) of those costs incurred, in addition to paying for the transcript copy.

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

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

Section 10. Election of Remedies and Waiver: A party instituting any action, proceeding or complaint in a federal or state court of law, or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this Article. Upon instituting a proceeding in another forum as outlined herein, the employee(s) shall waive his/her 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. 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, shall be eligible for severance pay pursuant to the provisions of this Article upon submission of a written resignation accepted by the School Board. Severance pay shall not be granted to any employee who is discharged for cause by the School District. This Article shall apply only to employees who retire after the execution of this contract and shall not be retroactive to any employee who retired prior to said execution date.

Section 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 shall 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 90 calendar days prior to the proposed retirement date.

Section 5. Cut-off Date: The benefits of this article shall not apply to a member of this group employed after July 1, 2005.

ARTICLE XVI
403b MATCHING CONTRIBUTION PLAN

Section 1. Eligibility. To be eligible for contribution under this Article, an employee 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, an employee must be regularly employed at least 1,110 hours during the contract year, and such benefits shall not apply to employee's employed for a lesser time or substitute employees.

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

<u>Year of Continuous Employment</u>	<u>Matching Contribution</u>
2-3	\$200
4-5	\$400
6-9	\$500
10-12	\$550
13-14	\$600
15-19	\$650
20+	\$700

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.

Section 6. Approved Vendors.

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

Ameriprise Financial Services, Inc.
403(b) only

Educators Financial Services, Ins (ESI)
403(b) and Roth 403(b) only

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

Fidelity Investments
403(b) only for Plan Nbr 67451

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

Minnesota Deferred Comp. Plan
457 only

Horace Mann Life Insurance
403(b) only

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

**ARTICLE XVII
DURATION**

Section 1. Term and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing July 1, 2016, through June 30, 2018, and thereafter pursuant to PELRA. If either party desires to modify or amend this Agreement commencing on July 1, 2018, it shall give written notice of such intent no later than May 1, 2018. Unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety (90) days prior to the expiration of this Agreement.

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

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

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

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

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

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

INTERMEDIATE SCHOOL DISTRICT
917

Co-President

Chair

Co-President

Clerk

Education Minnesota

Dated: ~~July 19, 2016~~

Dated: July 19, 2016

SALARY SCHEDULE

**HEALTH ASSOCIATES
SCHEDULE A
Salary Schedule 2016-2017**

Step 1	20.17
Step 2	20.71
Step 3	21.24
Step 4	21.81
Step 5	22.37
Step 6	22.96
Step 7	23.56
Step 8	24.18
Step 9	24.82
Step 10	25.47
Step 11	26.14
Step 12	26.83

**HEALTH ASSOCIATES
SCHEDULE B
Salary Schedule 2017-2018**

Step 1	20.57
Step 2	21.12
Step 3	21.66
Step 4	22.24
Step 5	22.82
Step 6	23.42
Step 7	24.03
Step 8	24.67
Step 9	25.31
Step 10	25.98
Step 11	26.67
Step 12	27.36

SALARY SCHEDULE

**HEALTH ASSOCIATES
SCHEDULE A
Salary Schedule 2018-2019**

Step 1	21.03
Step 2	21.60
Step 3	22.15
Step 4	22.74
Step 5	23.33
Step 6	23.95
Step 7	24.57
Step 8	25.23
Step 9	25.88
Step 10	26.56
Step 11	27.27
Step 12	27.98

**HEALTH ASSOCIATES
SCHEDULE B
Salary Schedule 2019-2020**

Step 1	21.51
Step 2	22.08
Step 3	22.65
Step 4	23.25
Step 5	23.86
Step 6	24.49
Step 7	25.12
Step 8	25.79
Step 9	26.46
Step 10	27.16
Step 11	27.88
Step 12	28.61

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

TO: Board Members
FROM: John Christiansen
DATE: April 26, 2018
RE: Dean Salaries for 2018-2019

At our May 2, 2017, Board Meeting, a two-year Terms and Conditions agreement for Deans, Special Education, was approved. (A copy is provided as an appendix). In the agreement is a salary range for 2017-2018 and 2018-2019. The salaries for 2017-18 were approved and the agreement states the 2018-2019 salaries will be approved prior to June 30, 2018. All other conditions will remain the same for 2018-2019.

We used the teacher salary schedule as a point of reference when establishing the 2017-2018 salaries. The annual step advancements on a teacher schedule range from 3% to 5%. I am recommending a 3% salary increase for Amy Swaney and the minimum of the range for Lindsey Hartjes.

JC:ljb

INTERMEDIATE SCHOOL DISTRICT 917

**TERMS AND CONDITIONS
OF EMPLOYMENT FOR
DEAN, SPECIAL EDUCATION**

EFFECTIVE JULY 1, 2017 - JUNE 30, 2019

APPROVED BY THE SCHOOL BOARD

Board Approved: May 2, 2017

TABLE OF CONTENTS

ARTICLE I: DEFINITION OF ELIGIBLE EMPLOYEES	2
ARTICLE II: LEAVES OF ABSENCES	2
ARTICLE III: 403B MATCHING CONTRIBUTION	5
ARTICLE IV: INSURANCE BENEFITS	5
ARTICLE V: OTHER BENEFITS	8
ARTICLE VI: ABOLITION OF POSITION	9
ARTICLE VII: SALARIES	9

**ARTICLE I
DEFINITION OF ELIGIBLE EMPLOYEES**

The terms and conditions provided herein, cover those employees who enter into this agreement with the School Board of Intermediate District 917, Rosemount, Minnesota (School District) beginning July 1, 2017 as a Dean, Special Education with licensing in special education by the State of Minnesota. The agreement calls for 225 paid days (215 work days, 10 holidays) to be scheduled with the Director of Special Education. This agreement will continue through the week of June 30, 2019 or until otherwise amended.

**ARTICLE II
LEAVES OF ABSENCE**

Section 1: Sick Leave

Subd. 1: The employee shall earn sick leave at the rate of ten (10) days during each year of service in the employ of the School District. Part-time and job share employees shall accrue sick leave days on a pro-rata basis. The Dean, Special Education shall be credited with ten (10) days at the beginning of each year of employment, but no credit shall be given which would cause the accumulated sick leave to exceed the maximum provided for herein. In the event that the Dean, Special Education uses credited sick leave prior to completion of the year in which such credit is earned, the Dean, Special Education shall be liable to the School District for any sick leave pay advanced beyond actual accrual in the event the employee leaves the service of the School District.

Subd. 2: The 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 or under age 20 and attending secondary school, 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: Unused sick leave days may accumulate without limit.

Section 2. Parental Leave:

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

Subd. 2. The employee shall submit a written request to the superintendent for a parental leave including commencement date and return date.

Subd. 3. The effective beginning date of such leave and its duration shall be submitted by the superintendent to the School Board for approval.

Subd. 4. The parties agree that periods of time for which the employee is on parental leave shall not be counted in determining the completion of the probationary or trial period.

Subd. 5. An employee who returns from parental leave within the provisions of this section shall retain all previous work experience credit and any unused leave time earned under the provisions of this Agreement prior to the beginning of the leave. The employee shall not accrue any additional work experience credit for leave time during the period of child care leave.

Subd. 6. An employee on parental leave is eligible to participate in group insurance programs if permitted under the insurance policy provisions. The employee shall be responsible for the full cost of the premium of the insurance programs selected and will begin paying the district at the beginning of the leave. The right to continue participation in such group insurance programs, however, will terminate if the employee does not return to the School District pursuant to this section.

Subd. 7. The parties further agree that any child care leave of absence granted under this section shall be a leave without pay.

Section 3. Maternity/Adoption Leave:

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

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

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

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

Section 4. Bereavement and Family Illness Leave

The employee may be granted up to five (5) days absence with pay due to the death of a spouse, child, brother, sister, parent, grandparent, grandchild, or parent-in-law. Up to three (3) days absence with pay may be granted for the death of the employee's son-in-law, daughter-in-law, brother-in-law, sister-in-law, or a regular member of the immediate household. Absence due to the death of a family member shall not be deducted from sick leave.

An absence due to the illness of a spouse, child, adult child, brother, sister, parent, grandparent or parent-in-law will be granted up to twenty (20) days per year with the approval of the immediate supervisor, and shall be deducted from sick leave.

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

Section 5. Military Leave: Military leave shall be granted to employees pursuant to applicable Minnesota Statutes.

Section 6. Jury Duty: An employee who is called for jury duty will be reimbursed for the difference between the amount paid for such services and his or her straight time hourly rate for his or her regular scheduled hours for work during the period of service. Employees will be expected to report for their regular duties when temporarily excused from attendance at court.

Section 7. General Leave:

Subd. 1. Employees in the school district may apply for an unpaid leave of absence, subject to the provisions of this section. The granting of such leave shall be at the sole discretion of the school board.

Subd. 2. Such leave may be granted by the school board for extended illness of the employee, extended illness of the employee's family, additional education, or other reasons acceptable to the school board.

Subd. 3. An employee on general leave of absence shall provide notice to the school district in writing no later than April 1 of the employee's intention concerning return to employment at the end of the general leave.

See also Board Policy 464 for additional unpaid leave provisions.

Section 8. Personal Leave: The employee shall be eligible for two (2) personal leave days per year. Unused personal leave days may accrue to a maximum of five (5) days. The days must be submitted in writing and pre-approved by Director of Special Education.

Section 9. Previously Accumulated Leave: Employees that are transitioning within the district between one employee group to another will be allowed to carry over the accumulated sick leave from the previous role.

Section 10. Holidays. Employees shall have the following named holidays:

1. July 4
2. First Monday of September
3. Fourth Thursday of November
4. Fourth Friday of November
5. December 24
6. December 25
7. January 1
8. Third Monday of February
9. The Friday before the full moon that follows the northern Spring equinox

10. Last Monday of May

ARTICLE III 403B MATCHING CONTRIBUTION

Section 1. Contribution.

The School District will match eligible employee contributions to a maximum of \$1,500 annually in 2017-2018 and \$2,000 annually in 2018-2019.

Section 2. 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 3. Unpaid Leaves:

Employees on unpaid leaves may not participate in the matching program while on leave.

Section 4. Matching Requirement

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

ARTICLE IV INSURANCE BENEFITS

Section 1. Health and Hospitalization Insurance:

Subd. 1. Eligibility:

Eligible full-time employees shall receive full single or family medical/health insurance benefits, as applicable, with the cost of the premium paid by the School District, excluding the HSA Plan, for those employees who qualify and are enrolled in the School District's medical health insurance plan. Employees working more than 75% time shall receive the full district contribution. Employees working 74% time or less shall receive the district contribution on a prorated basis.

Subd. 2. Individual Coverage:

Effective July 1, 2017, the School District shall contribute a sum not to exceed \$700 per month for individual coverage of each eligible employee employed by the School District who qualifies for and is enrolled in the School District group health and hospitalization plan. Effective July 1, 2018, the School District shall contribute a sum not to exceed

\$735 per month for individual coverage. 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. Employees working 74%

Subd. 3. Family Coverage:

Effective July 1, 2017, the School District shall contribute a sum not to exceed \$1600 per month for family coverage of each eligible employee employed by the School District who qualifies for and is enrolled in the School District group health and hospitalization plan. Effective July 1, 2018, the School District shall contribute a sum not to exceed \$1680 per month for family coverage. The cost of the premium not contributed by the School District shall be borne by the employee and paid by payroll deduction. This subdivision shall not apply to those eligible employees who select coverage under the high deductible health plan described in Subdivision 4.

Subd. 4. Individual High Deductible Coverage:

- (a) Eligible employees shall have the option of enrolling in a high deductible coverage option of the school district's health and hospitalization plan. The high deductible coverage shall be a qualified high deductible health plan within the meaning of Section 223 of the Internal Revenue Code of 1986, as amended from time to time. Each eligible employee enrolled in the high deductible coverage shall be eligible for a contribution to a health savings account ("HSA") of such employee in accordance with the Intermediate School District No. 917 Flex Choice Plan (the "Flex Choice Plan"). Effective July 1, 2017, 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 \$700. Effective July 1, 2018, the total monthly contribution by the school district shall not exceed \$735.
- (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 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. Family High Deductible Coverage:

- (a) Eligible employees shall have the option of enrolling in a high deductible coverage option of the school district's health and hospitalization plan. The high deductible coverage shall be a qualified high deductible health plan within the meaning of Section 223 of the Internal Revenue Code of 1986, as amended from time to time. Each eligible employee enrolled in the high deductible coverage shall be eligible for a contribution to a health savings account ("HSA") of such employee in accordance with the Intermediate School District No. 917 Flex Choice Plan (the "Flex Choice Plan"). Effective July 1, 2017, 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 \$1600 per month. Effective July 1, 2018, the total monthly contribution by the school district shall not exceed \$1680.
- (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 HSA contribution identified in subsection (c) and the HSA administrative fees.
- (c) The school district shall contribute an amount equal to one-half of the applicable deductible to the HSA of each eligible employee enrolled in the family high deductible coverage. Such contributions shall be made monthly on a pro rata basis. Such employees shall also be eligible, through the Flex Choice Plan, to make pre-tax contributions to the HSA via salary reduction. The school district shall select the vendor of the HSA to which such contributions shall be made. Once deposited in an employee's HSA, such contributions, whether made by the school district or via salary reduction, shall not be subject to restriction by the school district and the employee may access and/or transfer such funds to a different HSA to the fullest extent permitted by law. Such employees also shall be eligible to participate in a Limited Scope Health Care Reimbursement Plan through the Flex Choice Plan, which shall allow reimbursement of medical expenses to the fullest extent permitted by law for an individual receiving contributions to an HSA.

Subd. 6. Changed in Coverage under High Deductible Coverage: If an eligible employee who qualifies for and is enrolled in coverage under the high deductible coverage option of the school district's health and hospitalization plan changes the type of coverage during a calendar year (e.g., from individual coverage under the high deductible coverage option to family coverage under the high deductible coverage option; from family coverage under the high deductible coverage option to individual coverage under the high deductible coverage option; from family or individual coverage under the high deductible coverage option to no coverage under the high deductible coverage option), the school district's contribution to the employee's HSA shall change

accordingly. The change in the amount of HSA contributions shall be effective coincident with the change in the type of coverage under the high deductible coverage option.

Section 2. Group Income Protection:

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

- (a) Benefits begin after ninety (90) calendar days of total disability. 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 3. Life Insurance: The School District will pay the entire cost of the premiums for an \$100,000 term life insurance policy for the Dean, Special Education. The value of this benefit will be included in the employee's taxable income as required by the Internal Revenue Code Section 79.

Section 4. Dental Insurance:

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

Subd. 2. Family Coverage: The School District shall contribute a sum not to exceed \$124 per month toward the cost of the premium for family coverage for each eligible employee employed by the School District who qualifies for and is enrolled in the School District's dental insurance plan. Additional cost of the premium, if any, shall be borne by the employee and paid by payroll deduction. Employees working 74% time or less shall receive the district contribution on a prorated basis.

**ARTICLE V
OTHER BENEFITS**

Section 1. 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.

Section 2. Trainer/Inservice Presenter: An employee who is assigned to train, teach, or otherwise in-service other staff members outside of the 215-work day contract shall be compensated at the hourly rate pro-rata of the employee's contract. All such training assignments must be made in writing by the appropriate director or by the superintendent.

Section 3. Professional Development: The School Board agrees to reimburse tuition and fees and membership/association fees for courses and memberships which are preapproved in accordance with district policy.

ARTICLE VI ABOLITION OF POSITION

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

Section 2. Conditions: In the event this position is abolished as provided in Section 2 hereof, the employee shall be considered for open positions within the district, for which the employee is qualified, prior to the hire of external applicants. Upon School Board approval of the hire of the employee into an open position, the employee would be subject to the provisions within the contract of their new position of hire.

ARTICLE VII SALARIES

Section 1. Basic Salary. The employee shall faithfully perform the services of Dean, Special Education as prescribed by the School Board or its designated representative, abide by the rules and regulations as established by the School Board, and agrees to serve in the schools of said District as assigned by the School District.

In consideration thereof, the School Board agrees to pay employee for the employment year within the salary ranges described below, annually, in such installments as may be determined by appropriate School District regulations for the duration of this agreement.

<u>Contract Year</u>	<u>Minimum</u>	<u>Maximum</u>
2017-2018	\$88,000	\$101,500
2018-2019	\$91,000	\$105,000

Section 2. Daily Rate of Pay. When it is necessary to compute a per day salary or hourly rate, the employee's basic salary will be divided by 215.

Section 3. Longevity: An employee hired to fill a role under this agreement unit shall receive a longevity stipend beyond the salary as follows:

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

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

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

SUPERINTENDENT CONTRACT
ARTICLE I
PURPOSE

This Contract is entered into between Intermediate School District No. 917, Rosemount, Minnesota, hereinafter referred to as the School District, and Mark A. Zuzek, hereinafter referred to as the Superintendent, a legally qualified and licensed superintendent who agrees to perform the duties of the Superintendent of the School District.

ARTICLE II: APPLICABLE STATUTE

This Contract is entered into between the School District and the Superintendent in conformance with M.S. 123B.143.

ARTICLE III: LICENSE

The Superintendent shall furnish the School Board, throughout the life of this Contract, a valid and appropriate license to act as superintendent in the State of Minnesota as provided by applicable laws, rules, and regulations.

ARTICLE IV
DURATION, EXPIRATION, TERMINATION
DURING THE TERM, MUTUAL CONSENT, AND CONTINGENCY

Section 1. Duration: This Contract is for a term of three (3) years commencing on July 1, 2018, and ending on June 30, 2021. It shall remain in full force and effect unless modified by mutual consent of the School Board and the Superintendent or unless terminated as provided in this Contract.

Section 2. Expiration: This Contract shall expire at the end of the term specified in Section 1 above. At the conclusion of its term, neither party shall have any further claim against the other, and the School District's employment of the Superintendent shall cease, unless a subsequent Contract is entered into in accordance with M.S. 123B.143, Subd. 1., notwithstanding the following procedural agreement outlined in a to e below:

- a. Final Notice: The School Board will take action to determine whether to offer the Superintendent a subsequent contract no later than 12 months prior to the expiration of this contract and shall give the Superintendent written notice of its action.
- b. Preliminary Notice: At least thirty (30) days before taking action not to offer the Superintendent a subsequent contract, the School Board shall give preliminary written notice of its intent not to offer a subsequent contract.

- c. Request for Meeting: Within ten (10) days thereafter the Superintendent may request a meeting with the School Board to discuss its intentions, the reasons therefore, and ways in which any concerns of the School Board might be addressed by the parties.
- d. Meeting Between the Parties: Upon receipt of such request, the School Board shall hold a meeting with the Superintendent.
- e. Final Action: The School Board shall not take action not to offer a subsequent contract until at least seven (7) days after such meeting, which action of the School Board shall be final.

Six (6) to nine (9) months prior to the expiration of this Contract, at the Superintendent's written request, the school board shall conduct a performance evaluation of the Superintendent pursuant to M.S. 13D.05, Subd. 3. Additionally, during the 2018-19 school year and the 2019-20 school year, the school board will conduct performance evaluation of the Superintendent pursuant to M.S. 13D.05, Subd 3.

Section 3. Termination during the term: The Superintendent's employment may be terminated during the term of this Contract only for cause as defined in M.S. 122A.40, Subd. 9. and Subd. 13., but, except for purposes of describing grounds for discharge, the provisions of M.S. 122A.40 shall not be applicable. If the School Board proposes to terminate the Superintendent during the term of this Contract for cause as described in M.S. 122A.40, Subd. 9. or Subd. 13., it shall notify the Superintendent in writing of the proposed grounds for termination. The Superintendent shall be entitled to a hearing before an arbitrator provided the Superintendent makes such a request in writing to the School Board Chair within fifteen (15) calendar days after receipt of the written notice of the proposed termination. In such event, the parties shall jointly petition the Minnesota Bureau of Mediation Services (BMS) for a list of five (5) arbitrators. The arbitrator shall be selected by the parties through the striking process as provided by BMS rules. The arbitrator shall conduct a hearing under arbitration procedure rules and issue a written decision. The decision of the arbitrator shall be final and binding on the parties, subject to judicial review of arbitration decisions as provided by law. The Superintendent may be suspended with pay pending final determination by the arbitrator. If the Superintendent fails to request a hearing as provided in this section within the fifteen (15)-day calendar period, he/she shall be deemed to have acquiesced to the School Board's proposed action, and the proposed action shall become final on such date as determined by the School Board, and the Superintendent shall have no further claim or recourse.

Section 4. Mutual Consent: This Contract may be terminated at any time by mutual consent of the School Board and the Superintendent.

Section 5. Contingency: If this Contract is a subsequent Contract entered into prior to the completion of an existing Contract, this subsequent Contract is contingent upon the Superintendent completing the terms of the existing Contract.

**ARTICLE V
DUTIES**

The Superintendent shall have charge of the administration of the schools under the direction of the School Board. The Superintendent shall be the chief executive officer of the School District; shall direct and assign teachers and other School District employees under the Superintendent's supervision; shall organize, reorganize, and arrange the administrative and supervisory staff, including instruction and business affairs, as best serves the School District subject to the approval of the School Board; shall select all personnel subject to the approval of the School Board; shall, from time to time, suggest policies, regulations, rules, and procedures deemed necessary for the School District; and, in general, perform all duties incident to the office of the Superintendent and such other duties as may be prescribed by the School Board from time to time. The Superintendent shall abide by the policies, regulations, rules, and procedures established by the School Board and the State of Minnesota. The Superintendent shall have the right to attend all School Board meetings and all School Board and citizen committee meetings, serve as an ex-officio member of the School Board and all School Board committees, and provide administrative recommendations on each item of business considered by each of these groups.

**ARTICLE VI
DUTY YEAR AND LEAVES OF ABSENCE**

Section 1. Basic Work Year: The Superintendent's duty year shall be for the entire twelve (12)-month Contract year, and the Superintendent shall perform duties on those legal holidays on which the School Board is authorized to conduct school if the School Board so determines. The Superintendent shall be on duty during any emergency, natural or unnatural, unless otherwise excused in accordance with School Board administrative policy.

Section 2. Vacation: The Superintendent shall earn 21 working days of annual paid vacation in 2018-2019 Contract year. Unused vacation may accumulate to a maximum of 90 days. The School District shall pay to the Superintendent the cash value of the accrued vacation days upon request. Such payment shall be made on July 15th following the close of the Contract year. Notwithstanding the foregoing, the total number of accumulated vacation days cashed out hereunder shall not exceed 90. Upon termination of employment, the Superintendent shall be entitled to payment for any unused vacation days accrued and earned pursuant to the provisions of this paragraph. The amount of accumulated vacation days that will be paid to the Superintendent upon termination of employment will be equal to the lesser of the number of accumulated vacation days at the time of termination, or the difference between 90 days and the number of days that have been cashed out and paid to the Superintendent during his employment. For purposes of converting accumulated vacation into cash in order to make a payment to the

Superintendent hereunder, the value of a day of vacation shall be determined by pro rating the Superintendent's applicable annual base salary by the number of work days during the year. Applicable annual base salary shall be the Superintendent's base salary for the contract year that just closed for purposes of the payments made while employed and the Superintendent's base salary at the time his employment terminates for purposes of the payment made upon termination. This payment may either be paid in the form of a monetary payment or in a contribution to a qualified health savings plan at the discretion of the Superintendent.

Section 3. Holidays: The Superintendent shall be entitled to ten (10) paid holidays as designated by the School Board each Contract year. These holidays include July 4th, Labor Day, Fourth Thursday of November, Fourth Friday of November, December 24, December 25, January 1, Third Monday of February, the Friday before the full moon that follows the northern Spring equinox, and last Monday in May.

Section 4. Sick Leave: The Superintendent shall earn paid sick leave at the rate of one (1) day(s) each working month, and earned sick leave may accumulate to a maximum of 130 days. Upon termination of employment, the Superintendent shall receive a contribution to a qualified health savings plan for a portion of his accumulated sick leave. The amount of accumulated sick leave days that will be paid to the Superintendent will be equal to the number of accumulated sick leave days up to a maximum of 130 days. The value of a day of sick leave shall be determined by pro rating the Superintendent's applicable annual base salary by the number of work days during the year. Applicable annual base salary shall be the Superintendent's base salary for the contract year that just closed. Payment under this provision will be in the form of a contribution to a qualified health savings plan. Additionally, should the superintendent experience an injury or illness resulting in significant lost time from work, the School District will provide the Superintendent the necessary number of sick leave days to qualify for long term disability insurance. This provision will only commence after the Superintendent has used all of the accrued sick leave. This conditionally available sick leave cannot be accumulated or requested for compensation.

Section 5. Workers' Compensation: Pursuant to M.S. Chapter 176, the Superintendent injured on the job in the service of the School District and collecting workers' compensation insurance may draw sick leave and receive full salary from the School District, the salary to be reduced by an amount equal to the insurance payments, and only that fraction of the days not covered by insurance will be deducted from accrued sick leave.

Section 6. Bereavement and Family Illness Leave: Superintendent is allowed to use all accrued sick leave for an absence due to illness of or injury to the employee's child who is under 18 years of age or under age 20 for a child attending secondary school. Employee is able to use accrued sick leave for an absence due to an illness or, or injury to a spouse, adult child, brother,

sister, parent, grandparent, grandchild, spouse's parent or significant person, or for "safety leave" (as that term is defined in Section 181.9413 of the Minnesota statutes) up to 160 hours (i.e. twenty (20) days per 12 month period) in accordance with Section 181.9413 of the Minnesota Statutes. An absence due to death of a spouse, child, adult child, brother, sister, parent, grandparent, grandchild, significant person, or spouse's parent will be granted up to five (5) days per incident with the approval of the immediate supervisor with no salary deduction.

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

Section 7. Personal Leave: The Superintendent may be granted two (2) paid personal leave at the discretion of the School Board.

Section 8. Jury Service: The Superintendent who serves on jury duty shall be granted the day or days necessary as stipulated by the court to discharge this responsibility without any salary deduction or loss of basic leave allowance. The compensation received for jury duty service shall be remitted to the School District.

Section 9. Group Income Protection: The School District will pay each month the cost of the premium for income protection insurance for each full-time employee, qualified for and enrolled in such School District plan. The income protection shall include the following:

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

Section 10. Medical Leave: Pursuant to M.S. 122A.40, Subd. 12., the Superintendent shall have a right to a leave of absence for health reasons.

Section 11. Insurance Application: A Superintendent on unpaid leave is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions. The Superintendent shall pay the entire premium for such insurance commencing with the beginning of the leave and shall pay to the School District the monthly premium in advance. In the event the Superintendent is on paid leave from the School District under Section 4. above or supplemented by sick leave pursuant to Section 5. above, the School District will continue insurance contributions as provided in this Contract until sick leave is exhausted. Thereafter, the Superintendent must pay the entire premium for any insurance retained.

ARTICLE VII: INSURANCE BENEFITS

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

Section 2. Health and Hospitalization Insurance:

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

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

Subd. 3 Individual High Deductible Coverage:

(a) Eligible employees shall have the option of enrolling in a high deductible coverage option of the school district's health and hospitalization plan. The high deductible coverage shall be a qualified high deductible health plan within the meaning of Section 223 of the Internal Revenue Code of 1986, as amended from time to time. Each eligible employee enrolled in the high deductible coverage shall be eligible for a contribution to a health savings account ("HSA") of such employee in accordance with the Intermediate School District No. 917 Flex Choice Plan (the "Flex Choice Plan"). Effective, July 1, 2018, the total monthly contribution by the school district toward the cost of the premium of the high deductible coverage, the HSA contribution, and the HSA administrative fees attributable to such eligible employee shall not exceed \$725. Effective, January 1, 2019, the total monthly contribution by the school district toward the cost of the premium of the high deductible coverage, the HSA contribution, and the HSA administrative fees attributable to such eligible employee shall not exceed \$750.

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

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

Subd. 4 Family High Deductible Coverage:

(a) Eligible employees shall have the option of enrolling in a high deductible coverage option of the school district's health and hospitalization plan. The high deductible coverage shall be a qualified high deductible health plan within the meaning of Section 223 of the Internal Revenue Code of 1986, as amended from time to time. Each eligible employee enrolled in the high deductible coverage shall be eligible for a contribution to a health savings account ("HSA") of such employee in accordance with the Intermediate School District No. 917 Flex Choice Plan (the "Flex Choice Plan"). Effective July 1, 2018, the total monthly contribution by the school district toward the cost of the premium of the high deductible coverage, the HSA contribution, and the HSA administrative fees attributable to such eligible employee shall not exceed \$1700. Effective, January 1, 2019, the total monthly contribution by the school district toward the cost of the premium of the high deductible coverage, the HSA contribution, and the HSA administrative fees attributable to such eligible employee shall not exceed \$1800.

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

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

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

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

Section 2. Retirees' Insurance: The Superintendent who retires who has at least 6 years of continuous full-time service and who is age 55 years or older will continue to receive the same district contribution (single or family) toward medical and dental insurance benefits as stated in the then current agreement, for 10 years from the date of retirement or upon becoming eligible for Medicare, whichever occurs sooner.

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

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

Section 4. Life Insurance:

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

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

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

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

- a. 10 years following date of retirement, original amount reduces by 50%.
- b. 11 to 15 years following date of retirement, original amount reduces by 60%.
- c. 16 to 20 years following date of retirement, original amount reduces by 80%.

Section 5. Long-Term Disability Insurance: The School District shall provide, at its own expense, long-term disability insurance for the Superintendent under the School District's group long-term disability insurance plan.

Section 6. Eligibility: The eligibility of the Superintendent and the Superintendent's dependent(s) and beneficiary(ies) for insurance benefits shall be governed by the terms of the insurance policies purchased by the School District pursuant to this article.

Section 7. Claims Against the School District: The School District's only obligation is to purchase the insurance policies described in this article, and no claim shall be made against the School District as a result of denial of insurance benefits by an insurer if the School District has purchased the policies and paid the premiums described in this article.

ARTICLE VIII: OTHER BENEFITS

Section 1: Tax-Sheltered Annuities:

Subd. 1. Eligibility: The Superintendent is eligible to participate in a tax-sheltered annuity plan through payroll deduction established pursuant to Section 403(b) of the Internal Revenue Code Minnesota Statutes, Section 123.35, Subd.12, and School District policy.

Subd. 2. Contribution: The School District will contribute shall contribute a matching sum of up to \$4,000 in 2018-2019, \$5,750 in 2019-2020, and \$7,500 in 2020-2021 toward a 403(b) tax-sheltered program as selected by the Superintendent, payable on a dollar for dollar basis as the Superintendent's salary reduction contributions are made to the program.

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

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

Section 2: Professional Growth: For the Superintendent, the Board agrees to reimburse tuition fees for preapproved courses and professional dues. These courses and professional dues are subject to the School Board's approval, whose decision shall be final. The Board agrees to reimburse professional dues and tuition fees for preapproved graduate courses that are part of a certification program, licensing program, education specialist program, educational doctorate program, or PHD program that is of benefit to Intermediate School District 917. Reimbursement of tuition/fees shall be limited to six semester credits (or equivalent) per fiscal year and the maximum reimbursement amount shall not exceed the cost of six graduate semester credits at the University of Minnesota. Reimbursement shall be subject to the school board's approval, whose decision shall be final.

If an employee's resignation effective date from the district is before the two-year anniversary of a tuition/fee reimbursement 50% of the reimbursement must be repaid to the district. If an

employee's effective date is after the third year anniversary of a tuition/fee reimbursement no repayment is required. This employee repayment requirement will be tracked separately for each tuition/fee reimbursement.

Examples:

Employee 1:	Tuition reimbursement received January 15, 2018	\$4,000
	Employee resigns effective June 30,-2018	
	Employee repays	\$2,000
Employee 2:	Tuition reimbursement received January 15, 2018	\$4,000
	Employee resigns effective June 20, 2019	
	Employee repays	\$2,000
Employee 3:	Tuition reimbursement received January 15, 2018	\$4,000
	Employee resigns effective June 30, 2020	
	Employee repays	\$0
Employee 4:	Tuition reimbursement received January 15, 2018	\$4,000
	Tuition reimbursement received September 15, 2018	\$4,000
	Employee resigns effective June 30, 2020	
	Reimbursement on January 15, 2018 repays	\$0
	Reimbursement on September 15, 2018 repays	\$2,000

Section 3: Mileage: Employees required to use their personal vehicle in the performance of their duties shall be reimbursed for such travel pursuant to School District policy.

Section 4. Conferences and Meetings: The School District shall pay all legally valid expenses and fees for the Superintendent's attendance at professional conferences and meetings with other educational agencies when such attendance is required, directed, or permitted by the School Board. The Superintendent shall periodically report to the School Board relative to all meetings and conferences attended. The Superintendent shall file itemized expense statements to be processed and approved as provided by School Board policy and law.

ARTICLE IX: SALARY

The Superintendent shall be paid an annual salary of \$_____ for the 2018 - 2019 contract year. The parties shall endeavor to agree by April 1 of each subsequent year as to the amount of the salary for the following year. During the term of this Contract, the annual salary may be modified but shall not be reduced.

Incentive Compensation:

In addition to the base salary as provided in Subd. 1 of this Section, the Superintendent shall be eligible for performance incentive compensation of up to \$4,000.00 per contract year. The actual amount of Incentive Compensation awarded shall be determined annually by the School Board and shall be based on an evaluation of the Superintendent's performance in meeting goals and objectives as established by the Board. Performance incentive compensation shall be paid in July. In the event the School Board fails to complete an evaluation as outlined below, the Superintendent will receive the maximum amount of incentive compensation.

Performance Evaluation:

In January and June of each year of the contract, the Board will review the Superintendent's performance based on the job description and the individual objectives previously developed and agreed upon. After the completion of the evaluation in June, the Board shall provide a written evaluation report to the Superintendent by the first day of the month following the evaluation. After consultation with the Superintendent, the Board may alter the procedures and frequency for evaluation.

ARTICLE X: OTHER PROVISIONS

Section 1. Outside Activities: While the Superintendent shall devote full time and due diligence to the affairs and the activities of the School District, he/she may also serve as a consultant to other school districts or educational agencies, lecture, engage in writing and speaking activities, and engage in other activities if, as solely determined by the School Board, such activities do not impede the Superintendent's ability to perform the duties of the superintendency. However, the Superintendent may not engage in other employment, consultant service, or other activity for which a salary, fee, or honorarium is paid without prior approval of the School Board.

Section 2. Indemnification and Provision of Counsel:

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

Subd. 2. Subject to the limitations provided in Subd. 1 hereof, the School Board shall provide legal counsel and pay the fees for services rendered and costs advanced by such counsel in defense of the Superintendent and shall pay all expenses to the ultimate conclusion of such action, and shall pay any judgment which may be rendered against the Superintendent. In the event that a conflict exists as regards the defense to any claim between the legal position of the

Superintendent and the legal position of the School District, the School District agrees to engage separate counsel for the Superintendent and the School District agrees to pay the fees for services rendered and costs advanced by such counsel. The School District further agrees that the choice of such separate counsel shall be made by the Superintendent and subject only to final approval by the School Board.

Section 3. Dues: The Superintendent is encouraged to belong to and participate in appropriate professional, educational, economic development, community, and civic organizations when such membership will serve the best interests of the School District. Accordingly, the School District will pay the membership dues for such organizations as are required, directed, or permitted by the School Board. The Superintendent shall present appropriate statements for approval as provided by law.

Section 4. Medical Examination: The Superintendent shall have a comprehensive medical examination not less than once every ___ years. The cost of said examination not covered by the School District's insurance program shall be paid by the School District.

Section 5. Calculation: When necessary to calculate a per diem salary, the per diem shall be arrived at by dividing the base salary by 220.

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

Date of School Board Action
authorizing execution

_____, 2018

IN WITNESS WHEREOF, I have
subscribed my signature this
____ day of _____, 2018

Superintendent

IN WITNESS WHEREOF, we have
subscribed our signatures this
____ day of _____, 2018

Chair

Clerk

<i>First Year Superintendents</i>		# Students	FTE
Lakeville (Asst Supt previously)		11952	1116.15
Burnsville (Interim)		9755	1147
West St. Paul		5449	666.66
Intermediate No. 288		1289	186.99
Average--1st Year Supt			
ISD 917 current		1957	385
<i>All Superintendents</i>			
All Member Districts Average			
Members w/o Bloom & Randolph*			
All members & Intermediates			
Average			
* process used for other groups			
John's Incentive deleted in 17-18			

17/18	18/19	Incentive	TSA Match	Total
\$198,000	\$199,980		17000	\$216,980
\$179,000	\$184,000		5000	\$189,000
\$181,000	\$184,620	\$12,923	3620	\$201,163
\$152,643	\$155,696		7784.8	\$163,481
\$177,661	\$181,074			\$192,656
\$179,543		\$7,182	\$4,000	\$190,725
182665	\$186,232			
189019	\$193,624			
185011	\$188,223			
185565	\$189,360			

District	Salary	Incentive	Longevity	Total	Health	Work	Sick Leave/
	17/18	Pay			Ins.	Days	Accum.
	18/19				Contrib.		
	19/20						
Farmington	17/18 - \$198,607		17/18	17/18 - \$198,607	same as	261	18/50
	18/19 - \$202,579			18/19 - \$202,579	other admins.		Pd at term
Hastings	17/18 - \$186,927		17/18	\$201,927	Full	261	15/180
			\$15,000		Family		Pd at term
Bloomington	17/18 - \$181,800			\$181,800	100% Single	261	12/0
					80% Family		
WSP	17/18 \$181,000	3% for Dist.	Other-- tuition	17/18 - \$193,000	100% Single	261	18/80
	18/19 - \$184,620	goals; 4% for	reimburse- ment	18/19 - \$201,000	80% Family		paid at
	19/20 - \$188,312	individual goals	\$4000 for PhD or Ed.D	19/20 - \$205,493			term
Burnsville	17/18 - \$179,000			17/18 - \$179,000	100% single	261	
	18/19 - \$184,000			18/19 - \$184,000	Director's contrib.		
					for family		
IGH	17/18 - \$179,875		Retention	17/18 - \$185,200	Highest amt.	261	12/100
	18/19 - \$183,472		Incentive	18/19 - \$188,900	paid to other		Paid at
	19/20 - \$187,142		3%	19/20 - \$192,700	employee grps.		term
SSP	17/18 - \$178,467	Up to	Max	17/18 - \$183,000	100%	261	12/95
		\$5,000			family		paid at term
Lakeville	17/18 - \$198,000			17/18 - \$198,000	All but \$50 of	261	15/45
	18/19 - \$199,980			18/19 - \$199,980	single and \$100		not paid
	19/20 - \$201,979			19/20 - \$201,979	of family		at term
Randolph	17/18 - \$134,920			17/18 - \$134,920	100% family	261	12/100
	18/19 - \$140,315			18/19 - \$140,315	15		

917 Current	17/18 - \$179,543		17/18 - \$179, 5	\$1,600	261	12/130	

Vacation/ Accum.	TSA Match	Car Allowance	Post Retirement Health Benefit	Approx. Years as Supt.	Years in Current Position as Supt.	Health Care Flex	Severance Pay	Student Count
35/60 5 unused day each year pd	\$8,500 annual	Mileage	\$7000 annual to retirement HSA	20+	7	\$1,500	none	7498
30 7 unused days pd	\$6,000 annual	Mileage	8 years single premium	25+	16		130 days based on June 1, 2009 daily rate	4818
30/70	2% of salary \$3,636	Mileage		9	9	\$1,250	10 days per years of empl. Max. 180	11280
30 10 unused days paid	\$3,620	Mileage		1	1	10 days paid		5449
33 5 days unused paid	\$5,000	\$400 a month		1	1			9755
30 15-day carry- over lost after mos or up to 1 days pay	4% of salary to employment max of \$40,000	Mileage	After 10 years of employment, 7 yrs. Single coverage	4	4			4243
25/65	\$6,000	Mileage		8	8		10 days per year to max 95	3893
30 5 unused days paid	\$17,000 no match	Mileage		1	1			11952
20	1.5% salary	\$209 per month		11	11			731

28/90	\$4,000	Mileage		34	12			1957

FTE
697.42
457.54
915.13
666.66
1147
262.5
422
1116.15
85.33

385.53

District	Salary	Incentive	Longevity	Total	Health
	17/18	Pay			Ins.
	18/19				Contrib.
	19/20				
917 Current	17/18 - \$179,543			17/18 - \$179,543	\$700 Single
287	17/18 - \$209,465		Retention	17/18 - \$227,465	100%
	18/19 - \$214,700		Incentive	18/19 - \$232,700	
			\$18,000		
288	17/18 - \$152,643			17/18 - \$152,643	\$10,400
	18/19 - \$155,696			18/19 - \$155,696	
916	17/18 - \$196,032			17/18 - \$196,032	\$1,775
	18/19 - not provided				family monthly

Work Days	Sick Leave/ Accum.	Vacation/ Accum.	TSA Match	Car Allowance	Post Retirement Health Benefit	Approx. Years as Supt.	Years in Current Position as Supt.	Health Care Flex
261	12/130	28/90	\$4,000	Mileage		34	12	
261	21/63	47/47	\$2,000	\$800		15	15	
			match. No	per month				
			match 15 days					
			of daily rate					
261	17/155	24 up to 15	5% of	Mileage		2	2	
	unused	ys unused pa	salary					
	not paid	annually						
261	51/65	20/20	\$8,250	\$275 month		20	14	\$2,500

Severance						
Pay						
	# Students	# FTE				
	1957	385.53				
	5830	782.16				
	1289	186.93				
	2048	530.03				