

Work Session

Tuesday, August 5, 2025 4:30 PM

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

I. MISSION

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

II. Call to Order - Chair Tom Bennett

III. Conduct Pledge of Allegiance - Chair Tom Bennett

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

V. 360 Communities Report - Lisa Lusk

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

VI.A. Review Dr. Michael Favor's Evaluation Summary - Chair Tom Bennett

VI.B. Review Annual Substitute Pay Rate - Nicole Flesner and Mark Johns

VI.C. Review Agreement with ISD 192 and ISD 917 for Early Childhood Special Education Teacher in Farmington - Dr. Melissa Schaller

VII. Review Itinerant Agreements with Our Member Districts - Dr. Melissa Schaller

VIII. Review Staff Handbook and Culture Guide for 2025-2026 - Dr. Brooke Peterson (*work in progress*)

IX. Review Student Handbooks for Special Education and Secondary for 2025-2026 - Dr. Melissa Schaller

X. Review Policies - Supt. Dr. Michael Favor (*Integrity*)

- 211 Criminal or Civil Action Against School District, School Board, School Board Member, Employee, or Student, second and final reading August 5, 2025
- 213 School Board Committees, second and final reading August 5, 2025
- 506 Student Discipline, first and final reading August 5, 2025
- 722 Public Data Requests, first and final reading August 5, 2025
- 414 Mandated Reporting of Child Neglect or Physical or Sexual Abuse, first reading August 5, 2025
- 418 - Drug-Free Workplace/Drug-Free School, first reading August 5, 2025
- 501 - School Weapons Policy, first reading August 5, 2025

- 515 - Protection and Privacy of Pupil Records, first reading August 5, 2025

XI. Review Temporary Employee Report - Mark Johns

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

XIII. Updates from Member Districts - All

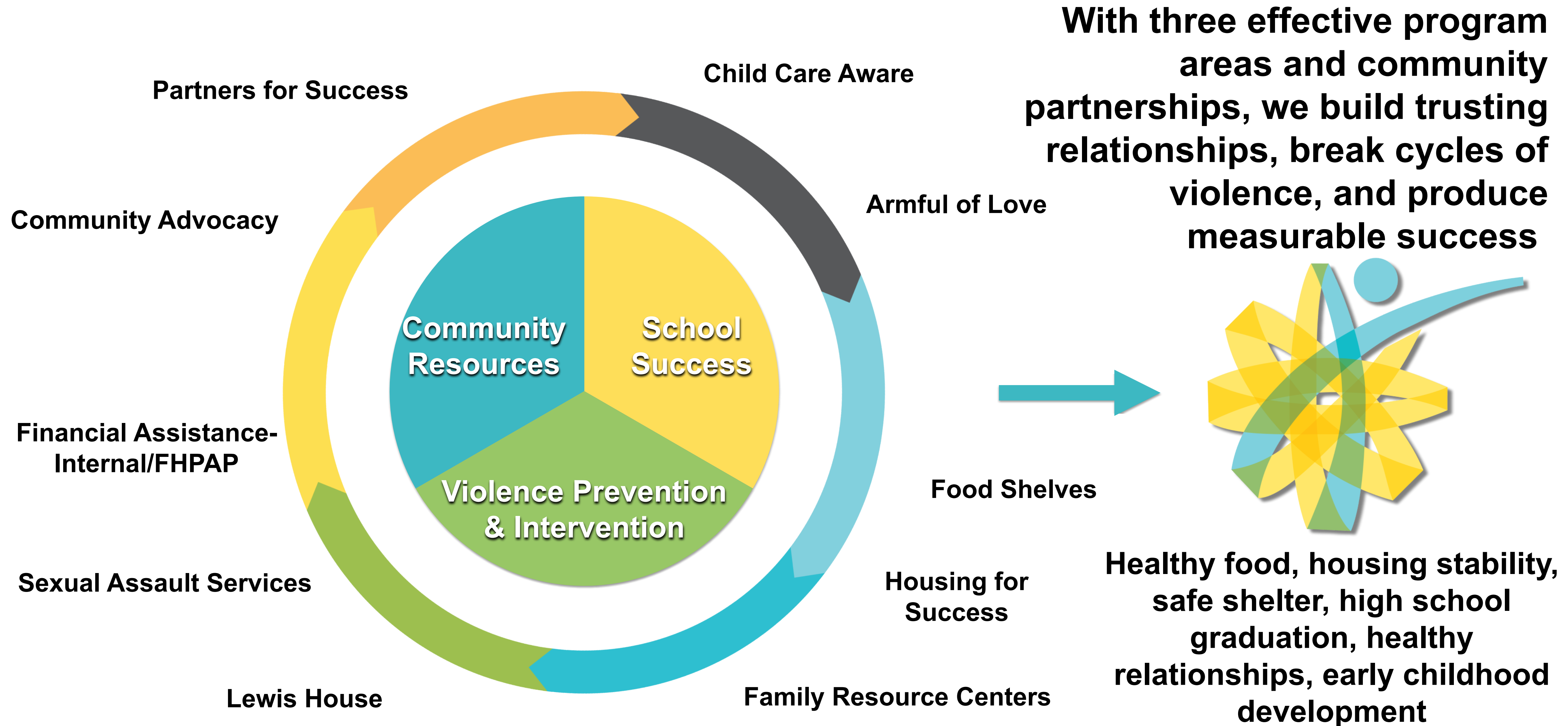
XIV. Adjournment - Chair Tom Bennett



OUR MISSION

360 Communities[®] delivers
safety and stability
that improves lives.

360 Communities delivers safety and stability that improves lives



360° PARTNERS FOR SUCCESS®

Family Support Workers in 23 schools in 5 school districts provide stabilizing resources, increase parental involvement, and promote academic achievement.



Farmington	West St. Paul	South St. Paul	ISD 917	ISD196
Akin Road Elem. 20	Garlough Elem. 20	Kaposia Elem. 20	DCALS North H.S. 30	Apple Valley H.S. 20
Riverview Elem. 20	Friendly Hills M.S. 20	Lincoln Center Elem. 20		
Meadowview Elem. 20	Heritage M.S. 20	SSP Secondary 40		
FMN Early Childhood 20	Pilot Knob Elem. 20			
Farmington Elem. 20	Moreland Elem. 20			
North Trail Elem. 20	Somerset Elem. 16			
	Mendota Elem. 16			
	Early Learning 20			
	Two Rivers High School 20			

PFS 5 School Districts 20 Schools
2 Program Supervisors

Family Support Workers help families:

- Navigate school, county, and community resources
- Advocate for students and families
- Understand the support and eligibility of county resources
- Complete applications and help communicate with other organizations
- Partner with school staff to identify students who are struggling academically
- Set goals related to stability, well-being, and school success
- Support parents with communication between home and school
- Help strengthen parent-child relationships
- Collaborate with school and community for mental health support

- Access resources to meet student and family needs. Examples include connections to:
 - » Housing resources
 - » Emergency food
 - » Safety - violence prevention & intervention resources
 - » Clothing
 - » School supplies



EXAMPLES OF CHALLENGES WE HELP NAVIGATE:

- Single mom with two children who needs help with food assistance and school supplies
- Senior in high school experiencing homelessness who needs affordable housing, goal planning, and help with food, clothing, and school supplies
- Siblings who are hungry and behind in school
- Family with a costly medical emergency that places their stable housing in jeopardy
- A student who has been sexually assaulted and needs advocacy and mental health support

Main Areas of Support:

- Housing
- Financial Stability
- Food
- Safe and Healthy Relationships
- Employment
- Physical Health
- Mental Health
- Education

Total Numbers Served

- 2,130 Individuals
- 600 Families
- 1,114 Students

Holistic Support Services

- Internal Food
 - 1000 times for 315 clients
- Resource Navigation
 - 1614 times for 437 clients
- Tangibles
 - 3790 items for 392 clients
- Domestic or Sexual Violence Intervention
 - 18 times for 17 clients

Referral Connections

- Food Support: 95%
- Financial: 96%
- Healthcare: 96%

Participant Goal Achievement

- Parent Engagement: 85%
- Financial Stability: 86%
- Housing: 75%



Total Numbers Served

- 58 Individuals
- 50 Families
- 34 Students

Holistic Support Services

- Resource Navigation
96 times for 31 clients
- Tangibles
188 times for 31 clients
- Domestic or Sexual Violence Intervention
8 times for 4 clients

Referral Connections

- Healthcare: 100%
- Financial: 70%

Participant Goal Achievements

- Academic Performance: 89%
- Financial Stability: 83%

21 High School Students
Graduated!

Feedback Survey Student Quotes:

“it feels like theres someone actually helping and supporting me through rough times”

“I was able to find out about resources I could use to help me that I never knew existed.”

“everyone should have a chris”



A stylized graphic of a human figure in the center, composed of overlapping translucent shapes in light blue, yellow, and green. The figure has a circular head and a long, thin, curved arm extending to the right. The background features a decorative border at the top and bottom, divided into four colored segments: light blue, yellow, green, and orange.

Thank You

Lisa Lusk

Director of Programs and Operations

llusk@360communities.org

Ariana LaVallee

Children and Youth Services Manager

alavallee@360communities.org

2023-2024 Partners for Success® Participant Survey Results

96% increased access to 360 Communities resources

100% said 360 Communities was responsive to their cultural needs

96% increased their knowledge of community resources

96% would recommend 360 Communities to someone they know

“Everybody I encountered, four in total, went far above what I expected to make sure I had what I needed when I needed it... My boys and my life will be forever changed because of the help gained here.”

— Partners for Success® parent participant

“My family support worker is the GOAT!” — Partners for Success® student participant (greatest of all time)

“They were supportive and non-judgmental. They shared knowledge of resources and added perspective to some situations to better assess my family’s situation.”

— Partners for Success® parent participant

“I cannot begin to say thank you and to tell you how amazing all of our experiences have been with 360. Helpful, responsive, and went above and beyond. I was blown away.”

— Partners for Success® parent participant



PARTNERS FOR SUCCESS®



Supported families, thriving students.

During the 2023-2024 school year, Partners for Success® supported families and educators in **20 schools** across **five school districts** in Dakota County. In partnership, they worked to implement effective home-based strategies that increased parental involvement, improved academic performance, and connected families to community resources.

2023-2024 IMPACT REPORT

Total numbers served program-wide:

2,141 Individuals

589 Families

1,104 Students



Founded by volunteers more than 50 years ago, 360 Communities is a growing and innovative nonprofit providing services to more than 17,000 people annually in about 40 locations in Dakota County, Minnesota. Holistic services include a network of five food shelves, two resource centers, a domestic and sexual violence shelter, and two programs that support school success from birth to high school graduation.



360 Communities® delivers **safety and stability** that improves lives.

We support individuals and families in Dakota County with:

- Healthy food
- Emergency financial assistance
- Housing stability
- Violence prevention and intervention
- Safe shelter
- Advocacy
- Healthy relationships
- Early childhood development
- School success
- High school graduation



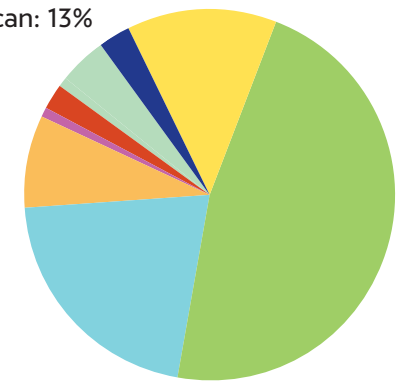
Scan the QR code for more Partners for Success® student and family success stories. Learn how 360 Communities' **Commitment to Diversity, Equity, Inclusion, and Belonging** ensures better services for people across our programs.



35 HIGH SCHOOL STUDENTS GRADUATED WITH SUPPORT FROM Partners for Success® 

Program-Wide Race/Ethnicity Demographics

- Hispanic/Latino: 47%
- White Non-Latino/Caucasian: 21%
- Black/African American: 13%
- Multi-Racial: 8%
- Unknown: 4%
- African: 3%
- Asian: 2%
- American Indian/Alaskan Native: 1%
- Other: 1%



Preventing just **FOUR students** from dropping out of school creates social returns that pay for the entire program for a year.*

*University of Minnesota, CAREI study



What we do

About 87% of a student's life is spent outside of school. There are many challenges and barriers that can affect their ability to learn or attend school. Parents need a network of support and resources to ensure their students can arrive at school ready to learn.

Family support workers partner with school staff to identify students who are struggling academically. They assist families with basic needs such as food, housing, safety, community resources, and school supplies. They build trusting relationships with families, set goals with them, and provide ongoing support and follow-up to help them make progress toward their goals.

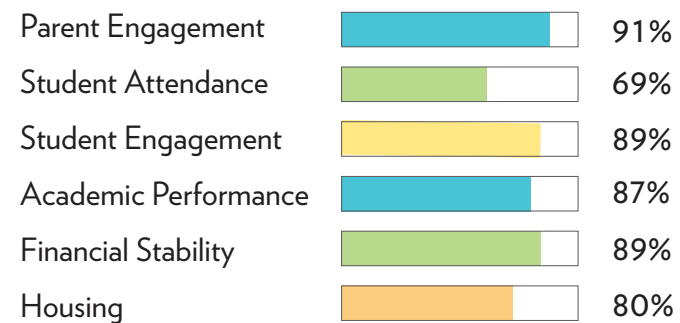


My family support worker is kind and respectful. She worked really hard to help me. She didn't make me feel small for having to ask for help. She went above and beyond each time, and my family and I really appreciate her. I wish there were more people like her when you have to ask for help.

— Partners for Success® student participant



PARTICIPANT GOAL ACHIEVEMENTS



[My family support worker] is exactly the person for this job. Patient, empathetic, follows through, has a true heart for the job. When life's been completely flipped upside down and my tunnel vision has been my kids, it has been so refreshing to hear compassion from someone.

— Partners for Success® parent participant



Read how our family support workers help students and families overcome barriers to school success:

Safe housing & emotional support

Allen, an 18-year old senior in high school, is an intelligent, funny, caring, hard-working, and conscientious person. He also struggles with a long, documented history of physical, sexual, and emotional abuse, chemical use, and mental health struggles. Most importantly, he has persevered.

His mother had her own trauma and was frequently incarcerated or hospitalized. She had little contact with Allen. He lived with his father, grandparents, and various siblings. When I started working with him, he felt he could no longer live at home and didn't feel safe. He was in crisis and had extreme anxiety and suicidal thoughts.

Together with the high school chemical education specialist and the school resource officer, we formed a team to advocate for Allen's well-being. Because he was a legal adult, there were few resources available to him in the county. We found a short-term place for him in a crisis shelter. He was away from his family and safe, but living in the shelter hurt his mental health, and he relapsed into chemical use.

After weeks of searching for a permanent living situation, we found an opening at a group home with appropriate programming to help Allen. There was a catch: it was in a different community. He was determined to graduate from his high school. The team partnered with the school to develop a plan that would help him graduate early. He was relieved and now could focus on his safety and mental health, knowing he would graduate from his school.

Today, Allen is in a safe place and although he still struggles with many things, he has a new team of people helping him. He remains in touch with his team at his high school.

— Partners for Success® family support worker



HOLISTIC SUPPORT SERVICES

Application Assistance <i>Rental/energy assistance, medical assistance, etc.</i>	1,046 times for 337 clients
Resource Navigation <i>Sharing requirements/procedures, helping clients find ways to reduce barriers</i>	2,024 times for 500 clients
Tangibles <i>School supplies, winter gear, personal care items, household goods, etc.</i>	2,369 items for 381 clients
Sexual or Domestic Violence Intervention Support Service <i>Connecting families to 360 Communities violence prevention services: shelter, support group, advocacy, etc.</i>	64 times for 35 clients
Emotional Support <i>Providing empathy, active listening and encouragement to clients in distress or crisis. Fostering hope and effective coping strategies.</i>	4,029 times for 294 clients

Domestic violence prevention, housing, and holistic support

Jenna struggled with homelessness, unemployment, and hopelessness. This impacted her four-year-old daughter, Hope, a kindergartener. Over two years, she received comprehensive assistance and referrals from 360 Communities and its partners, including food support, domestic violence aid, mental health services, job search help, and housing support. Through collaboration with school and community resources, Jenna secured stable housing in a new townhouse. Hope benefited from consistent school attendance and therapy, thanks to transportation and support services. The family is now thriving in their new home, with Jenna expressing deep gratitude for the support they received.

— Partners for Success® family support worker

Immigrant engagement and support

Abdullahi, his wife Amburo, and their eight children are refugees from Somalia who recently immigrated to Minnesota. With help from a sponsor and relatives already settled in Minnesota, they found a home and enrolled their seven oldest children in school. I first met Abdullahi's family when his youngest daughters started school, and their ELL teachers informed me that they might need extra support. I helped the children get fitted for warm winter clothes and later met Abdullahi when he visited the school's main office looking for job opportunities. His limited English made communication difficult, so I invited him to my office, where we used a language line interpreter to discuss his needs.

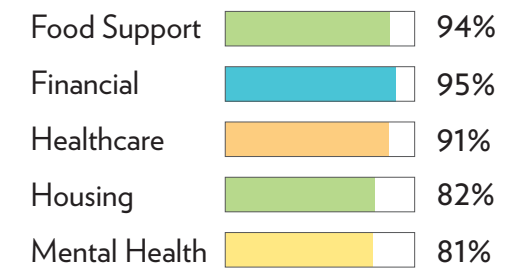


Abdullahi explained that he needed a job to support his family after their sponsor's financial help expired. He had SNAP benefits for food but needed work to pay rent. Abdullahi didn't have a car and relied on public transportation, so he wanted a job nearby. Despite his language barrier, he had valuable skills from his previous work as a radio reporter in Somalia and various jobs in Uganda. We started an application for a stocking position at Walmart and navigated challenges with an assessment component that required interpretation. After much patience and persistence, Abdullahi completed the application and eventually landed the job. Although he isn't working as many hours as he would like, Abdullahi has been with Walmart for over five months, and Amburo hopes to find work once their youngest son starts kindergarten. Abdullahi and Amburo still reach out for support, and their daughters often stop by my office with smiles and hugs, showing their progress and achievements in their new home.

— Partners for Success® family support worker

REFERRAL COMPLETIONS

When family support workers refer families to external programs and resources, families frequently follow through and access the resources provided. The referral-completion percentages to the right are a testament to the trusting relationships our staff foster with families and the follow-up they do with them.





360 Communities®

Help in the moment. Hope for the future.

PARTNERS FOR SUCCESS®

Family Support Worker

Partners For Success® family support workers leverage community resources as well as the family's unique strengths to ensure students have the best opportunity to succeed in school. A family support worker is a trusted partner who helps families with stabilizing resources and other support as students progress on their journey toward high school graduation.



Our holistic approach

1

We intervene and stabilize crises.

We surround people with holistic resources such as safe shelter, healthy food, housing support, and more. We create a solid foundation on which people can build a successful future.



2

We support, goal plan, and advocate.

With an inclusive, strength-based approach, we partner with people, build trusting relationships with them, and help them envision and plan for their successful future.



3

We break cycles of violence and poverty.

We provide tools for parents and their children to create safe and healthy learning environments that lead to success in school and in life. We measure movement with families across social determinants of health and wellness to ensure we have successful outcomes.



Our impacts

- Increased family stability
- Increased access to healthy food and community resources
- Increased communication between home and school
- Improved school attendance
- Improved academic performance
- Reduced homelessness
- Increased high school graduation rates
- Violence prevention



360 Communities®
PARTNERS FOR SUCCESS®



SOCIAL RETURN ON INVESTMENT

According to a 2015 study by the University of Minnesota's Center for Applied Research and Educational Improvement (CAREI), **for every dollar invested in Partners For Success, a conservative estimate of \$5.00 is returned in social benefits, which includes personal earnings gains, higher tax revenues, public health savings, and crime reduction.** The return on investment could be *more than \$14.00* with a more aggressive interpretation of the data.

In addition, the study says that preventing even FOUR students from dropping out of high school per year, generates social benefits that far exceed the cost of the program.

THE FAMILY SUPPORT WORKER IS UNIQUELY POSITIONED TO CREATE POSITIVE IMPACT

Partnership with school staff and district

- Housed in the school building
- Serves as a bridge between home and school
- Works directly and collaboratively with teachers, admin, and support staff
- Attends meetings, school conferences, open houses and other school community-building initiatives

Knowledge and direct access to internal 360 Communities supports

- Community resources
- Food shelf connection
- Holiday gift-giving program and food baskets
- Financial assistance for rent and utilities
- Violence prevention and intervention services for domestic and sexual violence:
 - * Lewis House shelters, 24/7 crisis line and support groups
 - * Outreach advocates and school presentations on healthy relationships
- Direct supervisor with one-on-one support
- Collaboration with other FSWs across Dakota County
- Case consultation and group supervisions
- Evidence-informed trainings provided by 360 Communities



Partners For Success®

A **family support worker** in your school is a trusted partner who helps families with stabilizing resources and other support to promote school success.

Family support workers take a strengths-based approach to improve communication between home and school. Their role is to help parents and students navigate barriers to home and academic success.

In ISD 917, a family support worker walks alongside families and students at **DCALS North** as they establish and meet goals that promote long-term achievement.

The data below highlights the achievements of families and students in ISD 917, plus the holistic resources and referrals the family support worker provided during the 2022-2023 school year.

ISD 917: DCALS North

2022-2023 IMPACT REPORT

Total numbers served in this district:

23 Students **38** Families
43 Individuals

GENDER IDENTITY:

Female **19** Male **20** Trans **4**

PARTICIPANT GOAL ACHIEVEMENTS

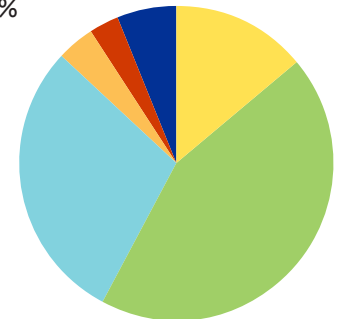
Parent Engagement		88%
Academic Performance		68%
Student Engagement		88%
Attendance		78%

HOLISTIC SUPPORT SERVICES

Resource Navigation <i>(shared requirements/procedures, advocate to reduce barriers)</i>	14 times for 14 clients
Tangibles <i>(school supplies, winter gear, personal care items, household goods, etc.)</i>	19 items for 19 clients
Sexual or Domestic Violence Intervention Support Service <i>(connected families to 360 Communities violence prevention services: shelter, support group, advocacy, etc.)</i>	2 times for 2 clients

Race/Ethnicity Demographics

- Black/African American: 14%
- Hispanic/Latino: 44%
- White Non-Latino/Caucasian: 29%
- Multi-Racial: 4%
- Asian: 3%
- Unknown: 6%



REFERRALS

Family support workers refer families to external programs and resources. Of the referrals made by our staff, the percentages below represent the families that followed up and connected with the resources we provided in 2022-2023.

Food Support		100%
Financial		92%
Housing		100%

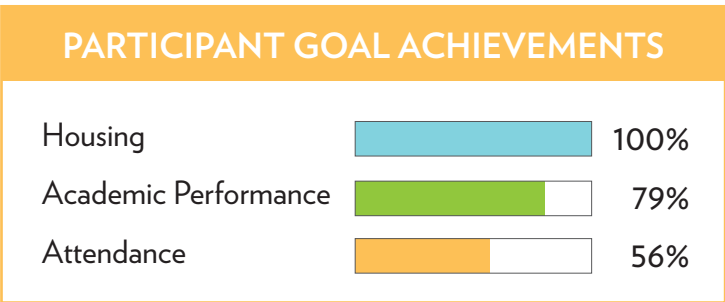


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The data below highlights the achievements of families and students in ISD 917, plus the holistic resources and referrals the family support worker provided.



HOLISTIC SUPPORT SERVICES

Resource Navigation <i>Sharing requirements/procedures, helping clients find ways to reduce barriers</i>	106 times for 33 clients
Tangibles <i>School supplies, winter gear, personal care items, household goods, etc.</i>	121 items for 21 clients
Sexual or Domestic Violence Intervention Emotional Support <i>Connecting families to 360 Communities violence prevention services: shelter, support group, advocacy, etc.</i>	76 times for 3 clients
Application Assistance <i>Rental/energy assistance, medical assistance, etc.</i>	15 times for 10 clients



2023-2024 IMPACT REPORT

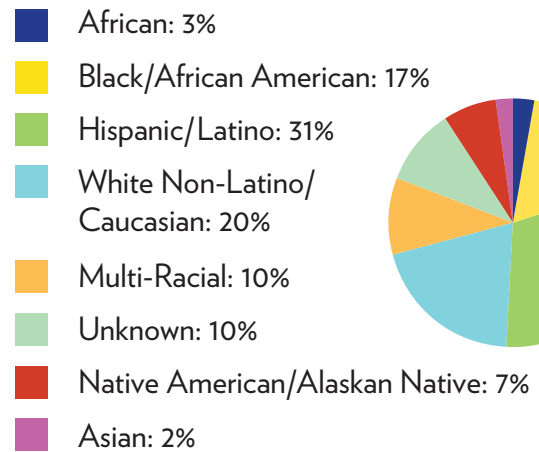
Total numbers served in this district:

40 Students **43** Families
59 Individuals

GENDER IDENTITY:

Female **32** Male **27**

Race/Ethnicity Demographics



REFERRAL COMPLETIONS

Family support workers refer families to external programs and resources. Of the referrals made by our staff, the percentages below are a testament to the trusting relationships our staff foster with families and the follow-up they do with them.



Contact us

If you are interested in learning more about Partners For Success[®] and how the program can support your family, visit 360Communities.org for impacts, data, success stories, and more!



Scan me

Or send an email to
info@360Communities.org



360 Communities.

Help in the moment. Hope for the future.

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360Communities.org



360 Communities[®]
PARTNERS FOR SUCCESS[®]

PARTNERS FOR SUCCESS® WORKS FOR YOU



from kindergarten through high school graduation

Partners For Success® family support workers leverage community resources as well as your unique strengths to ensure students have the best opportunity to succeed in school. A family support worker in your school is a trusted partner who helps families with stabilizing resources and other support as students progress on their journey toward high school graduation.

Family Support Workers help families:

- Navigate school, county, and community resources
- Advocate for students and families
- Understand the support and eligibility of county resources
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 - » Clothing
 - » School supplies



EXAMPLES OF CHALLENGES WE HELP NAVIGATE:

- Single mom with two children who needs help with food assistance and school supplies
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- Family with a costly medical emergency that places their stable housing in jeopardy
- A student who has been sexually assaulted and needs advocacy and mental health support

ISD 917 Board of Education Summary of 2024-25 Superintendent End of Year Review

On July 8, 2025 the School Board of ISD #917 conducted a closed meeting to discuss the results of the superintendent evaluation for the 2024-2025 school year. Previous to the meeting, board members were given an evaluation form electronically for them to fill out anonymously. The board was asked to evaluate Dr. Favor's performance relating to his school board established annual superintendent goals using a 4-point scale with 4 being distinguished and 1 being unsatisfactory. Dr. Favor's 3 goals were:

Goal #1: Create and strengthen strategic partnerships to innovate academic programming and increase opportunities for staff and students during and beyond K-age 22 education. For this goal a slight majority of scores were 3s with the rest being 4s. Board member comments around strategic partnerships and innovation reaffirmed Dr. Favor's strength in building relationships and cultivating opportunities for staff and students.

Goal #2: Lead the ISD 917 district leadership team to collaboratively prioritize staff recruitment, staff retention, core values, and strategic directions, and support a sense of belonging for all students, staff, and families. For this goal a slight majority of scores were 4s with the rest being 3s. Board members commented about the positive impact of staff recruitment and his leadership in building a welcoming community.

Goal #3: Engage students, staff, families, local communities, organizations, businesses, and governmental agencies to support students' successful transition into resident districts, workforce, and community. The majority of scores were 3s with one 4 for this goal. The board comments in this area reflect Dr. Favor's desire to develop, strengthen and implement systems that support students in successful transitions. As the leader of ISD 917, it is essential to monitor, adjust and evaluate systems that will provide student-centered opportunities.

AGREEMENT

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

THIS AGREEMENT ("Agreement") entered into this ____ day of _____, 2025, by and between Independent School District #192 ("ISD 192"), and Intermediate School District #917 ("ISD 917").

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

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

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

NOW THEREFORE IT IS AGREED:

1. EMPLOYMENT

Deb Johnson, an early childhood special education teacher for ISD 192, has been hired to provide services to students receiving early childhood special education services in the mental health program provided by ISD 917 for the 2025-2026 school year.

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

2. REIMBURSEMENT OF SALARY AND BENEFITS

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

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

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

3. LIABILITY AND INSURANCE

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

4. PERSONNEL

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

5. CONFIDENTIALITY AND DATA PRACTICES

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

6. TERM, TERMINATION, OR MODIFICATION

The term of this Agreement shall be from July 1, 2025, through June 30, 2026. If the parties mutually agree in writing, this Agreement may be terminated on the terms and the date stipulated in such a separate written document. This Agreement may not be modified without the written and mutual consent of both parties.

7. CONTRACT ADMINISTRATION

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

8. NOTICE

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

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

ISD 917:

Melissa Schaller
Name of Executive Director of Student Services

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

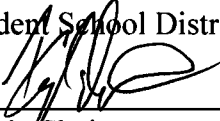
651-423-8204
Phone
651-423-8776
Fax

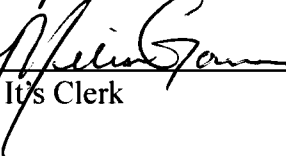
9. GENERAL

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

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

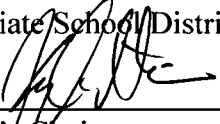
Independent School District #192 Farmington Area Public Schools

By: 
It's Chairperson

By: 
It's Clerk

Dated: July 28, 2025 School Board's Tax Identification Number: 41-6007663

Intermediate School District 917

By: 
It's Chairperson

By: _____
It's Clerk

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

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) entered into by and between the Intermediate School District No. 917 (“Intermediate 917”) and Independent School District No. 191 (“School District”). Intermediate 917 and the School District are hereinafter referred to collectively as the “Parties” and individually as a “Party.” It is hereby agreed by the Parties as follows:

WHEREAS, Intermediate 917 is a Minnesota intermediate school district providing special education and related services to students whose resident school districts request such services to be provided by Intermediate 917; and

WHEREAS, the School District is a Minnesota independent school district providing educational services to or for its resident students; and

WHEREAS, the School District desires Intermediate 917 to provide special education and/or related services to those students enrolled in and as requested by the School District; and

WHEREAS, Intermediate 917 is willing and has the authority to enter into a MOU to provide special education and/or related services to students enrolled in the School District, pursuant to Minnesota Statutes, Chapter 136D;

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE SCHOOL DISTRICT AND INTERMEDIATE 917 AS FOLLOWS:

1. **Purpose.** The intent of this MOU is for Intermediate 917 providing special education and/or related staffing to students enrolled in and receiving educational and related services at the School District.
2. **School District Obligations.**
 - a. The School District is responsible for ensuring that appropriate education, including special education and/or related services are made available to its resident students.
 - b. The School District shall submit any requests for educational and related services for its students in writing through the annual projection process. Such requests shall specify the nature of the services requested, the number of students to be served, the full time equivalent (FTE) needed, and the location at which the services will be provided.
 - c. The School District shall be responsible to pay, on a timely basis, any and all invoices, including any administrative fees, submitted by Intermediate 917 for the services it provides on behalf of the School District.

- d. The School District shall be responsible for state and federal reporting requirements relating to the students receiving educational and/or related services under this MOU, such as MARSS reporting.
- e. The School District shall provide day-to-day supervision of Intermediate 917 employees providing special education and/or related services at the School District, as it relates to sign-in/sign-out procedures, classroom and office usage, and similar site procedures, although the Intermediate 917 employees shall remain employees only of Intermediate 917. The School District shall notify Intermediate 917 of any known non-compliance by Intermediate 917 employees with such School District procedures. Intermediate 917 will perform supervision of its employees as described below in paragraph 3 (b).
- f. The School District shall collaborate with Intermediate 917 employees providing special education and/or related services at the School District in allowing access to the School District's student information system and technology platforms.
- g. The number of days in this contract shall be determined by the Intermediate 917's employee's labor agreement subject to the School District's pro rata share of the FTE assignment. The School District will provide this data to be utilized for SEDRA reporting.

3. Intermediate 917 Obligations.

- a. Intermediate 917 shall provide special education and/or related services, as defined in Minn. Stat. § 123A.21, subd. 7 and 8, as requested by the School District with appropriately licensed Intermediate 917 employees as identified in the annual signed projection process. Intermediate 917 shall be responsible for STAR reporting requirements relating to the staffing provided by Intermediate 917 to the School District.
- b. If Intermediate 917 is unable to provide appropriately licensed Intermediate 917 employees as identified by the School District in the annual signed projection process, Intermediate 917 will work with the School District to develop alternatives to provide special education and/or related services, as defined in Minn. Stat. § 123A.21, subd. 7 and 8.
- c. The individuals assigned to provide special education and/or related services at the School District by Intermediate 917 shall be Intermediate 917 employees, and shall be hired, retained, assigned, directed, supervised, evaluated, compensated, disciplined or terminated by Intermediate 917, according to applicable Intermediate 917 employment agreements, Intermediate 917 policies and procedures and any applicable state or federal laws or regulations.

- d. Despite the preceding language, the Parties expect that the School District shall provide site supervision of the Intermediate 917 employee while providing services at the School District as it relates to sign-in/sign-out, classroom and office usage, and other site procedures. The Intermediate 917 employees assigned to work at the School District shall abide by any and all School District procedures of which he or she is notified.
 - e. Intermediate 917 shall set staffing reimbursement rates for the special education and related services, as defined in Minn. Stat. § 123A.21, subd. 7 and 8, it provides at the School District and shall issue billing invoices twice annually, consistent with the Intermediate 917 billing cycle. Invoices will include the FTE to be utilized for SEDRA reporting. Billing shall also include reimbursement for staff mileage and travel time and the costs of supplies, equipment and overhead.
 - f. This MOU shall not be construed to give rise to any employment relationship between the School District and any Intermediate 917 employee assigned to work at the School District.
4. **Renewal.** The parties to this MOU may renew this MOU if mutually agreed upon in one-year increments by executing a written renewal agreement at least sixty (60) days prior to expiration of the MOU or any subsequent renewal period, subject to the same terms and conditions as this MOU, or as otherwise mutually agreed upon.
5. **State Complaint or Due Process Hearing Request.** If a state complaint or due process hearing request is filed involving the School District, the School District will be responsible for responding to the state complaint or due process hearing request. Intermediate 917 will in good faith make any employee assigned to provide services at the School District available to participate as necessary in the School District's response to any allegations or claims arising out of a state complaint or due process hearing. If an attorney retained by the School District requests Intermediate 917 employees to testify or otherwise participate in a complaint response or due process hearing, the attorney retained by the School District will prepare Intermediate 917 employees in the same manner as its own staff. Each party reserves the right to obtain its own attorney.
6. **Transportation of Students.** Student transportation shall be provided and paid for by the School District, as required by state and federal laws.
7. **Data Practices.** Nothing in this MOU shall be construed to be contrary to Minnesota Statutes, Chapter 13, the Minnesota Government Data Practices Act ("MGDPA"), and in particular, Minn. Stat. § 13.32, and the Federal Educational Rights and Privacy Act, 20 U.S.C. § 1232g ("FERPA") regarding the creation and maintenance of educational records. All of the data created, collected, received, stored, used or maintained by the Parties in performing functions under this MOU is subject to the requirements of the MGDPA and FERPA and the Parties must

comply with those requirements.

8. **Insurance and Liability.** Nothing in this MOU shall constitute a waiver of the rights, privileges and benefits to which either Party is entitled under Minnesota Statutes. The liability and monetary limits of liability of the School District and Intermediate 917 shall be governed by the Minnesota Government Tort Claims Act, Minnesota Statutes, Chapter 466, et. seq., and other applicable law. Intermediate 917 and the School District shall each maintain insurance against claims arising out of or relating to the provision of services under this MOU, in an amount and of a nature consistent with each Party's Board policies, procedures or practices and as required by the laws of the State of Minnesota.
9. **Indemnification.** Intermediate 917 agrees to indemnify and hold harmless the School District, its officers, agents and employees from any and all claims and losses resulting from the Intermediate 917's performance of this MOU, and from any and all claims and losses resulting to any person who may be injured or damaged by the actions and/or conduct of the employees or agents of Intermediate 917.

The School District agrees to indemnify and hold harmless Intermediate 917, its officers, agents and employees from any and all claims and losses resulting from the School District's performance of this MOU, and from any and all claims and losses resulting to any person who may be injured or damaged by the actions and/or conduct of the employees or agents of the School District.

10. **Term and Cancellation.** This MOU shall commence on July 1, 2025 and shall remain in effect through June 30, 2027, unless Intermediate 917 and the School District mutually agree to terminate or cancel the MOU by written notice prior to March 1 of the current school year for the upcoming school year. Written notices under this MOU shall be sent to:

For Intermediate School District 917:

Executive Director of Student Services
Intermediate School District 917
1300 145th Street East
Rosemount, MN 55068

For The School District:

Director of Special Education
Independent School District No. 191
200 West Burnsville Parkway
Burnsville, MN 55337

11. **Termination for Breach.** If either Party fails to comply with the terms and conditions of this MOU, the other Party, upon 30 days prior written notice to the breaching Party, may terminate

this MOU.

12. **Assignment.** Neither Party to this MOU shall assign, delegate or transfer any rights or obligations under this MOU without the prior written consent of the other Party.
13. **Amendments.** This MOU may be amended during the term of this MOU and may only be amended in writing by the mutual agreement of the Parties.
14. **Equal Drafting.** In the event any Party asserts that a provision in this MOU is ambiguous, this MOU must be construed to have been drafted equally by the Parties.
15. **Waiver and Severability.** Any term or condition of this MOU found to be invalid, illegal, or unenforceable shall not render this MOU void or unenforceable.
16. **Applicable Law.** This MOU shall be governed by the laws of the State of Minnesota.
17. **Entire Agreement.** This MOU contains the entire MOU between the Parties with regard to the matters set forth herein and supersedes all communications, written or oral, heretofore related to the subject matter of this MOU. No promises, guarantees, or representations relative to the subject matter addressed herein exist outside the terms of this document.

By signing below, each party represents that it has read, understands, and agrees to be bound by the terms of this Memorandum of Understanding, and is authorized to sign on behalf of the Party he or she represents.

**INTERMEDIATE SCHOOL DISTRICT NO.
917**

Dated: _____, 2025

By: _____
Its: _____

INDEPENDENT SCHOOL DISTRICT NO. 191

Dated: June 12, 2025

By: 
Its: Chair

Dated: June 12, 2025

By: 
Its: Clerk

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) entered into by and between the Intermediate School District No. 917 (“Intermediate 917”) and Independent School District No. 192 (“School District”). Intermediate 917 and the School District are hereinafter referred to collectively as the “Parties” and individually as a “Party.” It is hereby agreed by the Parties as follows:

WHEREAS, Intermediate 917 is a Minnesota intermediate school district providing special education and related services to students whose resident school districts request such services to be provided by Intermediate 917; and

WHEREAS, the School District is a Minnesota independent school district providing educational services to or for its resident students; and

WHEREAS, the School District desires Intermediate 917 to provide special education and/or related services to those students enrolled in and as requested by the School District; and

WHEREAS, Intermediate 917 is willing and has the authority to enter into a MOU to provide special education and/or related services to students enrolled in the School District, pursuant to Minnesota Statutes, Chapter 136D;

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE SCHOOL DISTRICT AND INTERMEDIATE 917 AS FOLLOWS:

1. **Purpose.** The intent of this MOU is for Intermediate 917 providing special education and/or related staffing to students enrolled in and receiving educational and related services at the School District.
2. **School District Obligations.**
 - a. The School District is responsible for ensuring that appropriate education, including special education and/or related services are made available to its resident students.
 - b. The School District shall submit any requests for educational and related services for its students in writing through the annual projection process. Such requests shall specify the nature of the services requested, the number of students to be served, the full time equivalent (FTE) needed, and the location at which the services will be provided.
 - c. The School District shall be responsible to pay, on a timely basis, any and all invoices, including any administrative fees, submitted by Intermediate 917 for the services it provides on behalf of the School District.

- d. The School District shall be responsible for state and federal reporting requirements relating to the students receiving educational and/or related services under this MOU, such as MARSS reporting.
- e. The School District shall provide day-to-day supervision of Intermediate 917 employees providing special education and/or related services at the School District, as it relates to sign-in/sign-out procedures, classroom and office usage, and similar site procedures, although the Intermediate 917 employees shall remain employees only of Intermediate 917. The School District shall notify Intermediate 917 of any known non-compliance by Intermediate 917 employees with School District procedures. Intermediate 917 will perform supervision of its employees as described below in paragraph 3 (b).
- f. The School District shall collaborate with Intermediate 917 employees providing special education and/or related services at the School District in allowing access to the School District's student information system and technology platforms.
- g. The number of days in this contract shall be determined by the Intermediate 917's employee's labor agreement subject to the School District's pro rata share of the FTE assignment. The School District will provide this data to be utilized for SEDRA reporting.

3. Intermediate 917 Obligations.

- a. Intermediate 917 shall provide special education and/or related services, as defined in Minn. Stat. § 123A.21, subd. 7 and 8, as requested by the School District with appropriately licensed Intermediate 917 employees as identified in the annual signed projection process. Intermediate 917 shall be responsible for STAR reporting requirements relating to the staffing provided by Intermediate 917 to the School District.
- b. If Intermediate 917 is unable to provide appropriately licensed Intermediate 917 employees as identified by the School District in the annual signed projection process, Intermediate 917 will work with the School District to develop alternatives to provide special education and/or related services, as defined in Minn. Stat. § 123A.21, subd. 7 and 8.
- c. The individuals assigned to provide special education and/or related services at the School District by Intermediate 917 shall be Intermediate 917 employees, and shall be hired, retained, assigned, directed, supervised, evaluated, compensated, disciplined or terminated by Intermediate 917, according to applicable Intermediate 917 employment agreements, Intermediate 917 policies and procedures and any applicable state or federal laws or regulations.

- d. Despite the preceding language, the Parties expect that the School District shall provide site supervision of the Intermediate 917 employee while providing services at the School District as it relates to sign-in/sign-out, classroom and office usage, and other site procedures. The Intermediate 917 employees assigned to work at the School District shall abide by any and all School District procedures of which he or she is notified.
 - e. Intermediate 917 shall set staffing reimbursement rates for the special education and related services, as defined in Minn. Stat. § 123A.21, subd. 7 and 8, it provides at the School District and shall issue billing invoices twice annually, consistent with the Intermediate 917 billing cycle. Invoices will include the FTE to be utilized for SEDRA reporting. Billing shall also include reimbursement for staff mileage and travel time and the costs of supplies, equipment and overhead.
 - f. This MOU shall not be construed to give rise to any employment relationship between the School District and any Intermediate 917 employee assigned to work at the School District.
4. **Renewal.** The parties to this MOU may renew this MOU if mutually agreed upon in one-year increments by executing a written renewal agreement at least sixty (60) days prior to expiration of the MOU or any subsequent renewal period, subject to the same terms and conditions as this MOU, or as otherwise mutually agreed upon.
5. **State Complaint or Due Process Hearing Request.** If a state complaint or due process hearing request is filed involving the School District, the School District will be responsible for responding to the state complaint or due process hearing request. Intermediate 917 will in good faith make any employee assigned to provide services at the School District available to participate as necessary in the School District's response to any allegations or claims arising out of a state complaint or due process hearing. If an attorney retained by the School District requests Intermediate 917 employees to testify or otherwise participate in a complaint response or due process hearing, the attorney retained by the School District will prepare Intermediate 917 employees in the same manner as its own staff. Each party reserves the right to obtain its own attorney.
6. **Transportation of Students.** Student transportation shall be provided and paid for by the School District, as required by state and federal laws.
7. **Data Practices.** Nothing in this MOU shall be construed to be contrary to Minnesota Statutes, Chapter 13, the Minnesota Government Data Practices Act ("MGDPA"), and in particular, Minn. Stat. § 13.32, and the Federal Educational Rights and Privacy Act, 20 U.S.C. § 1232g ("FERPA") regarding the creation and maintenance of educational records. All of the data created, collected, received, stored, used or maintained by the Parties in performing functions under this MOU is subject to the requirements of the MGDPA and FERPA and the Parties must

comply with those requirements.

8. **Insurance and Liability.** Nothing in this MOU shall constitute a waiver of the rights, privileges and benefits to which either Party is entitled under Minnesota Statutes. The liability and monetary limits of liability of the School District and Intermediate 917 shall be governed by the Minnesota Government Tort Claims Act, Minnesota Statutes, Chapter 466, et. seq., and other applicable law. Intermediate 917 and the School District shall each maintain insurance against claims arising out of or relating to the provision of services under this MOU, in an amount and of a nature consistent with each Party's Board policies, procedures or practices and as required by the laws of the State of Minnesota.
9. **Indemnification.** Intermediate 917 agrees to indemnify and hold harmless the School District, its officers, agents and employees from any and all claims and losses resulting from the Intermediate 917's performance of this MOU, and from any and all claims and losses resulting to any person who may be injured or damaged by the actions and/or conduct of the employees or agents of Intermediate 917.

The School District agrees to indemnify and hold harmless Intermediate 917, its officers, agents and employees from any and all claims and losses resulting from the School District's performance of this MOU, and from any and all claims and losses resulting to any person who may be injured or damaged by the actions and/or conduct of the employees or agents of the School District.

10. **Term and Cancellation.** This MOU shall commence on July 1, 2025 and shall remain in effect through June 30, 2027, unless Intermediate 917 and the School District mutually agree to terminate or cancel the MOU by written notice prior to March 1 of the current school year for the upcoming school year. Written notices under this MOU shall be sent to:

For Intermediate School District 917:

Executive Director of Student Services
Intermediate School District 917
1300 145th Street East
Rosemount, MN 55068

For The School District:

Director of Special Services
Independent School District No. 192
20655 Flagstaff Avenue, Suite 2401
Farmington, MN 55024

11. **Termination for Breach.** If either Party fails to comply with the terms and conditions of this MOU, the other Party, upon 30 days prior written notice to the breaching Party, may terminate

this MOU.

- 12. **Assignment.** Neither Party to this MOU shall assign, delegate or transfer any rights or obligations under this MOU without the prior written consent of the other Party.
- 13. **Amendments.** This MOU may be amended during the term of this MOU and may only be amended in writing by the mutual agreement of the Parties.
- 14. **Equal Drafting.** In the event any Party asserts that a provision in this MOU is ambiguous, this MOU must be construed to have been drafted equally by the Parties.
- 15. **Waiver and Severability.** Any term or condition of this MOU found to be invalid, illegal, or unenforceable shall not render this MOU void or unenforceable.
- 16. **Applicable Law.** This MOU shall be governed by the laws of the State of Minnesota.
- 17. **Entire Agreement.** This MOU contains the entire MOU between the Parties with regard to the matters set forth herein and supersedes all communications, written or oral, heretofore related to the subject matter of this MOU. No promises, guarantees, or representations relative to the subject matter addressed herein exist outside the terms of this document.

By signing below, each party represents that it has read, understands, and agrees to be bound by the terms of this Memorandum of Understanding, and is authorized to sign on behalf of the Party he or she represents.

INTERMEDIATE SCHOOL DISTRICT NO. 917

Dated: _____, 2025

By: _____
Its: _____

INDEPENDENT SCHOOL DISTRICT NO. 192

Dated: July 28, 2025

By: [Signature]
Its: Chair

Dated: July 28, 2025

By: [Signature]
Its: Clerk

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) entered into by and between the Intermediate School District No. 917 (“Intermediate 917”) and Independent School District No. 194 (“School District”). Intermediate 917 and the School District are hereinafter referred to collectively as the “Parties” and individually as a “Party.” It is hereby agreed by the Parties as follows:

WHEREAS, Intermediate 917 is a Minnesota intermediate school district providing special education and related services to students whose resident school districts request such services to be provided by Intermediate 917; and

WHEREAS, the School District is a Minnesota independent school district providing educational services to or for its resident students; and

WHEREAS, the School District desires Intermediate 917 to provide special education and/or related services to those students enrolled in and as requested by the School District; and

WHEREAS, Intermediate 917 is willing and has the authority to enter into a MOU to provide special education and/or related services to students enrolled in the School District, pursuant to Minnesota Statutes, Chapter 136D;

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE SCHOOL DISTRICT AND INTERMEDIATE 917 AS FOLLOWS:

1. **Purpose.** The intent of this MOU is for Intermediate 917 providing special education and/or related staffing to students enrolled in and receiving educational and related services at the School District.
2. **School District Obligations.**
 - a. The School District is responsible for ensuring that appropriate education, including special education and/or related services are made available to its resident students.
 - b. The School District shall submit any requests for educational and related services for its students in writing through the annual projection process. Such requests shall specify the nature of the services requested, the number of students to be served, the full time equivalent (FTE) needed, and the location at which the services will be provided.
 - c. The School District shall be responsible to pay, on a timely basis, any and all invoices, including any administrative fees, submitted by Intermediate 917 for the services it provides on behalf of the School District.

- d. The School District shall be responsible for state and federal reporting requirements relating to the students receiving educational and/or related services under this MOU, such as MARSS reporting.
- e. The School District shall provide day-to-day supervision of Intermediate 917 employees providing special education and/or related services at the School District, as it relates to sign-in/sign-out procedures, classroom and office usage, and similar site procedures, although the Intermediate 917 employees shall remain employees only of Intermediate 917. The School District shall notify Intermediate 917 of any known non-compliance by Intermediate 917 employees with such School District procedures. Intermediate 917 will perform supervision of its employees as described below in paragraph 3 (b).
- f. The School District shall collaborate with Intermediate 917 employees providing special education and/or related services at the School District in allowing access to the School District's student information system and technology platforms.
- g. The number of days in this contract shall be determined by the Intermediate 917's employee's labor agreement subject to the School District's pro rata share of the FTE assignment. The School District will provide this data to be utilized for SEDRA reporting.

3. **Intermediate 917 Obligations.**

- a. Intermediate 917 shall provide special education and/or related services, as defined in Minn. Stat. § 123A.21, subd. 7 and 8, as requested by the School District with appropriately licensed Intermediate 917 employees as identified in the annual signed projection process. Intermediate 917 shall be responsible for STAR reporting requirements relating to the staffing provided by Intermediate 917 to the School District.
- b. If Intermediate 917 is unable to provide appropriately licensed Intermediate 917 employees as identified by the School District in the annual signed projection process, Intermediate 917 will work with the School District to develop alternatives to provide special education and/or related services, as defined in Minn. Stat. § 123A.21, subd. 7 and 8.
- c. The individuals assigned to provide special education and/or related services at the School District by Intermediate 917 shall be Intermediate 917 employees, and shall be hired, retained, assigned, directed, supervised, evaluated, compensated, disciplined or terminated by Intermediate 917, according to applicable Intermediate 917 employment agreements, Intermediate 917 policies and procedures and any applicable state or federal laws or regulations.

- d. Despite the preceding language, the Parties expect that the School District shall provide site supervision of the Intermediate 917 employee while providing services at the School District as it relates to sign-in/sign-out, classroom and office usage, and other site procedures. The Intermediate 917 employees assigned to work at the School District shall abide by any and all School District procedures of which he or she is notified.
 - e. Intermediate 917 shall set staffing reimbursement rates for the special education and related services, as defined in Minn. Stat. § 123A.21, subd. 7 and 8, it provides at the School District and shall issue billing invoices twice annually, consistent with the Intermediate 917 billing cycle. Invoices will include the FTE to be utilized for SEDRA reporting. Billing shall also include reimbursement for staff mileage and travel time and the costs of supplies, equipment and overhead.
 - f. This MOU shall not be construed to give rise to any employment relationship between the School District and any Intermediate 917 employee assigned to work at the School District.
4. **Renewal.** The parties to this MOU may renew this MOU if mutually agreed upon in one-year increments by executing a written renewal agreement at least sixty (60) days prior to expiration of the MOU or any subsequent renewal period, subject to the same terms and conditions as this MOU, or as otherwise mutually agreed upon.
5. **State Complaint or Due Process Hearing Request.** If a state complaint or due process hearing request is filed involving the School District, the School District will be responsible for responding to the state complaint or due process hearing request. Intermediate 917 will in good faith make any employee assigned to provide services at the School District available to participate as necessary in the School District's response to any allegations or claims arising out of a state complaint or due process hearing. If an attorney retained by the School District requests Intermediate 917 employees to testify or otherwise participate in a complaint response or due process hearing, the attorney retained by the School District will prepare Intermediate 917 employees in the same manner as its own staff. Each party reserves the right to obtain its own attorney.
6. **Transportation of Students.** Student transportation shall be provided and paid for by the School District, as required by state and federal laws.
7. **Data Practices.** Nothing in this MOU shall be construed to be contrary to Minnesota Statutes, Chapter 13, the Minnesota Government Data Practices Act ("MGDPA"), and in particular, Minn. Stat. § 13.32, and the Federal Educational Rights and Privacy Act, 20 U.S.C. § 1232g ("FERPA") regarding the creation and maintenance of educational records. All of the data created, collected, received, stored, used or maintained by the Parties in performing functions

under this MOU is subject to the requirements of the MGDPA and FERPA and the Parties must comply with those requirements.

8. **Insurance and Liability.** Nothing in this MOU shall constitute a waiver of the rights, privileges and benefits to which either Party is entitled under Minnesota Statutes. The liability and monetary limits of liability of the School District and Intermediate 917 shall be governed by the Minnesota Government Tort Claims Act, Minnesota Statutes, Chapter 466, et. seq., and other applicable law. Intermediate 917 and the School District shall each maintain insurance against claims arising out of or relating to the provision of services under this MOU, in an amount and of a nature consistent with each Party's Board policies, procedures or practices and as required by the laws of the State of Minnesota.
9. **Indemnification.** Intermediate 917 agrees to indemnify and hold harmless the School District, its officers, agents and employees from any and all claims and losses resulting from the Intermediate 917's performance of this MOU, and from any and all claims and losses resulting to any person who may be injured or damaged by the actions and/or conduct of the employees or agents of Intermediate 917.

The School District agrees to indemnify and hold harmless Intermediate 917, its officers, agents and employees from any and all claims and losses resulting from the School District's performance of this MOU, and from any and all claims and losses resulting to any person who may be injured or damaged by the actions and/or conduct of the employees or agents of the School District.

10. **Term and Cancellation.** This MOU shall commence on July 1, 2025 and shall remain in effect through June 30, 2027, unless Intermediate 917 and the School District mutually agree to terminate or cancel the MOU by written notice prior to March 1 of the current school year for the upcoming school year. Written notices under this MOU shall be sent to:

For Intermediate School District 917:

Executive Director of Student Services
Intermediate School District 917
1300 145th Street East
Rosemount, MN 55068

For The School District:

Executive Director of Student Services
Independent School District No. 194
17630 Juniper Path, Suite A
Lakeville, MN 55044

11. **Termination for Breach.** If either Party fails to comply with the terms and conditions of this MOU, the other Party, upon 30 days prior written notice to the breaching Party, may terminate this MOU.
12. **Assignment.** Neither Party to this MOU shall assign, delegate or transfer any rights or obligations under this MOU without the prior written consent of the other Party.
13. **Amendments.** This MOU may be amended during the term of this MOU and may only be amended in writing by the mutual agreement of the Parties.
14. **Equal Drafting.** In the event any Party asserts that a provision in this MOU is ambiguous, this MOU must be construed to have been drafted equally by the Parties.
15. **Waiver and Severability.** Any term or condition of this MOU found to be invalid, illegal, or unenforceable shall not render this MOU void or unenforceable.
16. **Applicable Law.** This MOU shall be governed by the laws of the State of Minnesota.
17. **Entire Agreement.** This MOU contains the entire MOU between the Parties with regard to the matters set forth herein and supersedes all communications, written or oral, heretofore related to the subject matter of this MOU. No promises, guarantees, or representations relative to the subject matter addressed herein exist outside the terms of this document.

By signing below, each party represents that it has read, understands, and agrees to be bound by the terms of this Memorandum of Understanding, and is authorized to sign on behalf of the Party he or she represents.

Dated: _____, 2025

**INTERMEDIATE SCHOOL DISTRICT NO.
917**

By: _____
Its: _____

Dated: July 28, 2025

INDEPENDENT SCHOOL DISTRICT NO. 194

By: [Signature]
Its: Superintendent

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) entered into by and between the Intermediate School District No. 917 (“Intermediate 917”) and Independent School District No. 195 (“School District”). Intermediate 917 and the School District are hereinafter referred to collectively as the “Parties” and individually as a “Party.” It is hereby agreed by the Parties as follows:

WHEREAS, Intermediate 917 is a Minnesota intermediate school district providing special education and related services to students whose resident school districts request such services to be provided by Intermediate 917; and

WHEREAS, the School District is a Minnesota independent school district providing educational services to or for its resident students; and

WHEREAS, the School District desires Intermediate 917 to provide special education and/or related services to those students enrolled in and as requested by the School District; and

WHEREAS, Intermediate 917 is willing and has the authority to enter into a MOU to provide special education and/or related services to students enrolled in the School District, pursuant to Minnesota Statutes, Chapter 136D;

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE SCHOOL DISTRICT AND INTERMEDIATE 917 AS FOLLOWS:

1. **Purpose.** The intent of this MOU is for Intermediate 917 providing special education and/or related staffing to students enrolled in and receiving educational and related services at the School District.
2. **School District Obligations.**
 - a. The School District is responsible for ensuring that appropriate education, including special education and/or related services are made available to its resident students.
 - b. The School District shall submit any requests for educational and related services for its students in writing through the annual projection process. Such requests shall specify the nature of the services requested, the number of students to be served, the full time equivalent (FTE) needed, and the location at which the services will be provided.
 - c. The School District shall be responsible to pay, on a timely basis, any and all invoices, including any administrative fees, submitted by Intermediate 917 for the services it provides on behalf of the School District.

- d. Despite the preceding language, the Parties expect that the School District shall provide site supervision of the Intermediate 917 employee while providing services at the School District as it relates to sign-in/sign-out, classroom and office usage, and other site procedures. The Intermediate 917 employees assigned to work at the School District shall abide by any and all School District procedures of which he or she is notified.
 - e. Intermediate 917 shall set staffing reimbursement rates for the special education and related services, as defined in Minn. Stat. § 123A.21, subd. 7 and 8, it provides at the School District and shall issue billing invoices twice annually, consistent with the Intermediate 917 billing cycle. Invoices will include the FTE to be utilized for SEDRA reporting. Billing shall also include reimbursement for staff mileage and travel time and the costs of supplies, equipment and overhead.
 - f. This MOU shall not be construed to give rise to any employment relationship between the School District and any Intermediate 917 employee assigned to work at the School District.
4. **Renewal**. The parties to this MOU may renew this MOU if mutually agreed upon in one-year increments by executing a written renewal agreement at least sixty (60) days prior to expiration of the MOU or any subsequent renewal period, subject to the same terms and conditions as this MOU, or as otherwise mutually agreed upon.
5. **State Complaint or Due Process Hearing Request**. If a state complaint or due process hearing request is filed involving the School District, the School District will be responsible for responding to the state complaint or due process hearing request. Intermediate 917 will in good faith make any employee assigned to provide services at the School District available to participate as necessary in the School District's response to any allegations or claims arising out of a state complaint or due process hearing. If an attorney retained by the School District requests Intermediate 917 employees to testify or otherwise participate in a complaint response or due process hearing, the attorney retained by the School District will prepare Intermediate 917 employees in the same manner as its own staff. Each party reserves the right to obtain its own attorney.
6. **Transportation of Students**. Student transportation shall be provided and paid for by the School District, as required by state and federal laws.
7. **Data Practices**. Nothing in this MOU shall be construed to be contrary to Minnesota Statutes, Chapter 13, the Minnesota Government Data Practices Act ("MGDPA"), and in particular, Minn. Stat. § 13.32, and the Federal Educational Rights and Privacy Act, 20 U.S.C. § 1232g ("FERPA") regarding the creation and maintenance of educational records. All of the data created, collected, received, stored, used or maintained by the Parties in performing functions under this MOU is subject to the requirements of the MGDPA and FERPA and the Parties must

this MOU.

- 12. **Assignment.** Neither Party to this MOU shall assign, delegate or transfer any rights or obligations under this MOU without the prior written consent of the other Party.
- 13. **Amendments.** This MOU may be amended during the term of this MOU and may only be amended in writing by the mutual agreement of the Parties.
- 14. **Equal Drafting.** In the event any Party asserts that a provision in this MOU is ambiguous, this MOU must be construed to have been drafted equally by the Parties.
- 15. **Waiver and Severability.** Any term or condition of this MOU found to be invalid, illegal, or unenforceable shall not render this MOU void or unenforceable.
- 16. **Applicable Law.** This MOU shall be governed by the laws of the State of Minnesota.
- 17. **Entire Agreement.** This MOU contains the entire MOU between the Parties with regard to the matters set forth herein and supersedes all communications, written or oral, heretofore related to the subject matter of this MOU. No promises, guarantees, or representations relative to the subject matter addressed herein exist outside the terms of this document.

By signing below, each party represents that it has read, understands, and agrees to be bound by the terms of this Memorandum of Understanding, and is authorized to sign on behalf of the Party he or she represents.

INTERMEDIATE SCHOOL DISTRICT NO. 917

Dated: _____, 2025


By: _____
Its: _____

INDEPENDENT SCHOOL DISTRICT NO. 195

Dated: _____, 2025

By: 
Its: Chair

Dated: _____, 2025

By: 
Its: Clerk

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) entered into by and between the Intermediate School District No. 917 (“Intermediate 917”) and Independent School District No. 197 (“School District”). Intermediate 917 and the School District are hereinafter referred to collectively as the “Parties” and individually as a “Party.” It is hereby agreed by the Parties as follows:

WHEREAS, Intermediate 917 is a Minnesota intermediate school district providing special education and related services to students whose resident school districts request such services to be provided by Intermediate 917; and

WHEREAS, the School District is a Minnesota independent school district providing educational services to or for its resident students; and

WHEREAS, the School District desires Intermediate 917 to provide special education and/or related services to those students enrolled in and as requested by the School District; and

WHEREAS, Intermediate 917 is willing and has the authority to enter into a MOU to provide special education and/or related services to students enrolled in the School District, pursuant to Minnesota Statutes, Chapter 136D;

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE SCHOOL DISTRICT AND INTERMEDIATE 917 AS FOLLOWS:

1. **Purpose.** The intent of this MOU is for Intermediate 917 providing special education and/or related staffing to students enrolled in and receiving educational and related services at the School District.
2. **School District Obligations.**
 - a. The School District is responsible for ensuring that appropriate education, including special education and/or related services are made available to its resident students.
 - b. The School District shall submit any requests for educational and related services for its students in writing through the annual projection process. Such requests shall specify the nature of the services requested, the number of students to be served, the full time equivalent (FTE) needed, and the location at which the services will be provided.
 - c. The School District shall be responsible to pay, on a timely basis, any and all invoices, including any administrative fees, submitted by Intermediate 917 for the services it provides on behalf of the School District.

- d. The School District shall be responsible for state and federal reporting requirements relating to the students receiving educational and/or related services under this MOU, such as MARSS reporting.
- e. The School District shall provide day-to-day supervision of Intermediate 917 employees providing special education and/or related services at the School District, as it relates to sign-in/sign-out procedures, classroom and office usage, and similar site procedures, although the Intermediate 917 employees shall remain employees only of Intermediate 917. The School District shall notify Intermediate 917 of any known non-compliance by Intermediate 917 employees with such School District procedures. Intermediate 917 will perform supervision of its employees as described below in paragraph 3 (b).
- f. The School District shall collaborate with Intermediate 917 employees providing special education and/or related services at the School District in allowing access to the School District's student information system and technology platforms.
- g. The number of days in this contract shall be determined by the Intermediate 917's employee's labor agreement subject to the School District's pro rata share of the FTE assignment. The School District will provide this data to be utilized for SEDRA reporting.

3. Intermediate 917 Obligations.

- a. Intermediate 917 shall provide special education and/or related services, as defined in Minn. Stat. § 123A.21, subd. 7 and 8, as requested by the School District with appropriately licensed Intermediate 917 employees as identified in the annual signed projection process. Intermediate 917 shall be responsible for STAR reporting requirements relating to the staffing provided by Intermediate 917 to the School District.
- b. If Intermediate 917 is unable to provide appropriately licensed Intermediate 917 employees as identified by the School District in the annual signed projection process, Intermediate 917 will work with the School District to develop alternatives to provide special education and/or related services, as defined in Minn. Stat. § 123A.21, subd. 7 and 8.
- c. The individuals assigned to provide special education and/or related services at the School District by Intermediate 917 shall be Intermediate 917 employees, and shall be hired, retained, assigned, directed, supervised, evaluated, compensated, disciplined or terminated by Intermediate 917, according to applicable Intermediate 917 employment agreements, Intermediate 917 policies and procedures and any applicable state or federal laws or regulations.

- d. Despite the preceding language, the Parties expect that the School District shall provide site supervision of the Intermediate 917 employee while providing services at the School District as it relates to sign-in/sign-out, classroom and office usage, and other site procedures. The Intermediate 917 employees assigned to work at the School District shall abide by any and all School District procedures of which he or she is notified.
 - e. Intermediate 917 shall set staffing reimbursement rates for the special education and related services, as defined in Minn. Stat. § 123A.21, subd. 7 and 8, it provides at the School District and shall issue billing invoices twice annually, consistent with the Intermediate 917 billing cycle. Invoices will include the FTE to be utilized for SEDRA reporting. Billing shall also include reimbursement for staff mileage and travel time and the costs of supplies, equipment and overhead.
 - f. This MOU shall not be construed to give rise to any employment relationship between the School District and any Intermediate 917 employee assigned to work at the School District.
4. **Renewal.** The parties to this MOU may renew this MOU if mutually agreed upon in one-year increments by executing a written renewal agreement at least sixty (60) days prior to expiration of the MOU or any subsequent renewal period, subject to the same terms and conditions as this MOU, or as otherwise mutually agreed upon.
 5. **State Complaint or Due Process Hearing Request.** If a state complaint or due process hearing request is filed involving the School District, the School District will be responsible for responding to the state complaint or due process hearing request. Intermediate 917 will in good faith make any employee assigned to provide services at the School District available to participate as necessary in the School District's response to any allegations or claims arising out of a state complaint or due process hearing. If an attorney retained by the School District requests Intermediate 917 employees to testify or otherwise participate in a complaint response or due process hearing, the attorney retained by the School District will prepare Intermediate 917 employees in the same manner as its own staff. Each party reserves the right to obtain its own attorney.
 6. **Transportation of Students.** Student transportation shall be provided and paid for by the School District, as required by state and federal laws.
 7. **Data Practices.** Nothing in this MOU shall be construed to be contrary to Minnesota Statutes, Chapter 13, the Minnesota Government Data Practices Act ("MGDPA"), and in particular, Minn. Stat. § 13.32, and the Federal Educational Rights and Privacy Act, 20 U.S.C. § 1232g ("FERPA") regarding the creation and maintenance of educational records. All of the data created, collected, received, stored, used or maintained by the Parties in performing functions under this MOU is subject to the requirements of the MGDPA and FERPA and the Parties must

comply with those requirements.

8. **Insurance and Liability.** Nothing in this MOU shall constitute a waiver of the rights, privileges and benefits to which either Party is entitled under Minnesota Statutes. The liability and monetary limits of liability of the School District and Intermediate 917 shall be governed by the Minnesota Government Tort Claims Act, Minnesota Statutes, Chapter 466, et. seq., and other applicable law. Intermediate 917 and the School District shall each maintain insurance against claims arising out of or relating to the provision of services under this MOU, in an amount and of a nature consistent with each Party's Board policies, procedures or practices and as required by the laws of the State of Minnesota.
9. **Indemnification.** Intermediate 917 agrees to indemnify and hold harmless the School District, its officers, agents and employees from any and all claims and losses resulting from the Intermediate 917's performance of this MOU, and from any and all claims and losses resulting to any person who may be injured or damaged by the actions and/or conduct of the employees or agents of Intermediate 917.

The School District agrees to indemnify and hold harmless Intermediate 917, its officers, agents and employees from any and all claims and losses resulting from the School District's performance of this MOU, and from any and all claims and losses resulting to any person who may be injured or damaged by the actions and/or conduct of the employees or agents of the School District.

10. **Term and Cancellation.** This MOU shall commence on July 1, 2025 and shall remain in effect through June 30, 2027, unless Intermediate 917 and the School District mutually agree to terminate or cancel the MOU by written notice prior to March 1 of the current school year for the upcoming school year. Written notices under this MOU shall be sent to:

For Intermediate School District 917:

Executive Director of Student Services
Intermediate School District 917
1300 145th Street East
Rosemount, MN 55068

For The School District:

Director of Special Education
Independent School District No. 197
1897 Delaware Avenue
Mendota Heights, MN 55118

11. **Termination for Breach.** If either Party fails to comply with the terms and conditions of this MOU, the other Party, upon 30 days prior written notice to the breaching Party, may terminate

this MOU.

12. **Assignment.** Neither Party to this MOU shall assign, delegate or transfer any rights or obligations under this MOU without the prior written consent of the other Party.
13. **Amendments.** This MOU may be amended during the term of this MOU and may only be amended in writing by the mutual agreement of the Parties.
14. **Equal Drafting.** In the event any Party asserts that a provision in this MOU is ambiguous, this MOU must be construed to have been drafted equally by the Parties.
15. **Waiver and Severability.** Any term or condition of this MOU found to be invalid, illegal, or unenforceable shall not render this MOU void or unenforceable.
16. **Applicable Law.** This MOU shall be governed by the laws of the State of Minnesota.
17. **Entire Agreement.** This MOU contains the entire MOU between the Parties with regard to the matters set forth herein and supersedes all communications, written or oral, heretofore related to the subject matter of this MOU. No promises, guarantees, or representations relative to the subject matter addressed herein exist outside the terms of this document.

By signing below, each party represents that it has read, understands, and agrees to be bound by the terms of this Memorandum of Understanding, and is authorized to sign on behalf of the Party he or she represents.

**INTERMEDIATE SCHOOL DISTRICT NO.
917**

Dated: _____, 2025

By: _____
Its: _____

INDEPENDENT SCHOOL DISTRICT NO. 197

Dated: June 16, 2025

By: [Signature]
Its: Chair

Dated: 6/16, 2025

By: [Signature]
Its: Clerk

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) entered into by and between the Intermediate School District No. 917 (“Intermediate 917”) and Independent School District No. 200 (“School District”). Intermediate 917 and the School District are hereinafter referred to collectively as the “Parties” and individually as a “Party.” It is hereby agreed by the Parties as follows:

WHEREAS, Intermediate 917 is a Minnesota intermediate school district providing special education and related services to students whose resident school districts request such services to be provided by Intermediate 917; and

WHEREAS, the School District is a Minnesota independent school district providing educational services to or for its resident students; and

WHEREAS, the School District desires Intermediate 917 to provide special education and/or related services to those students enrolled in and as requested by the School District; and

WHEREAS, Intermediate 917 is willing and has the authority to enter into a MOU to provide special education and/or related services to students enrolled in the School District, pursuant to Minnesota Statutes, Chapter 136D;

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE SCHOOL DISTRICT AND INTERMEDIATE 917 AS FOLLOWS:

1. **Purpose.** The intent of this MOU is for Intermediate 917 providing special education and/or related staffing to students enrolled in and receiving educational and related services at the School District.
2. **School District Obligations.**
 - a. The School District is responsible for ensuring that appropriate education, including special education and/or related services are made available to its resident students.
 - b. The School District shall submit any requests for educational and related services for its students in writing through the annual projection process. Such requests shall specify the nature of the services requested, the number of students to be served, the full time equivalent (FTE) needed, and the location at which the services will be provided.
 - c. The School District shall be responsible to pay, on a timely basis, any and all invoices, including any administrative fees, submitted by Intermediate 917 for the services it provides on behalf of the School District.

- d. The School District shall be responsible for state and federal reporting requirements relating to the students receiving educational and/or related services under this MOU, such as MARSS reporting.
- e. The School District shall provide day-to-day supervision of Intermediate 917 employees providing special education and/or related services at the School District, as it relates to sign-in/sign-out procedures, classroom and office usage, and similar site procedures, although the Intermediate 917 employees shall remain employees only of Intermediate 917. The School District shall notify Intermediate 917 of any known non-compliance by Intermediate 917 employees with such School District procedures. Intermediate 917 will perform supervision of its employees as described below in paragraph 3 (b).
- f. The School District shall collaborate with Intermediate 917 employees providing special education and/or related services at the School District in allowing access to the School District's student information system and technology platforms.
- g. The number of days in this contract shall be determined by the Intermediate 917's employee's labor agreement subject to the School District's pro rata share of the FTE assignment. The School District will provide this data to be utilized for SEDRA reporting.

3. Intermediate 917 Obligations.

- a. Intermediate 917 shall provide special education and/or related services, as defined in Minn. Stat. § 123A.21, subd. 7 and 8, as requested by the School District with appropriately licensed Intermediate 917 employees as identified in the annual signed projection process. Intermediate 917 shall be responsible for STAR reporting requirements relating to the staffing provided by Intermediate 917 to the School District.
- b. If Intermediate 917 is unable to provide appropriately licensed Intermediate 917 employees as identified by the School District in the annual signed projection process, Intermediate 917 will work with the School District to develop alternatives to provide special education and/or related services, as defined in Minn. Stat. § 123A.21, subd. 7 and 8.
- c. The individuals assigned to provide special education and/or related services at the School District by Intermediate 917 shall be Intermediate 917 employees, and shall be hired, retained, assigned, directed, supervised, evaluated, compensated, disciplined or terminated by Intermediate 917, according to applicable Intermediate 917 employment agreements, Intermediate 917 policies and procedures and any applicable state or federal laws or regulations.

- d. Despite the preceding language, the Parties expect that the School District shall provide site supervision of the Intermediate 917 employee while providing services at the School District as it relates to sign-in/sign-out, classroom and office usage, and other site procedures. The Intermediate 917 employees assigned to work at the School District shall abide by any and all School District procedures of which he or she is notified.
 - e. Intermediate 917 shall set staffing reimbursement rates for the special education and related services, as defined in Minn. Stat. § 123A.21, subd. 7 and 8, it provides at the School District and shall issue billing invoices twice annually, consistent with the Intermediate 917 billing cycle. Invoices will include the FTE to be utilized for SEDRA reporting. Billing shall also include reimbursement for staff mileage and travel time and the costs of supplies, equipment and overhead.
 - f. This MOU shall not be construed to give rise to any employment relationship between the School District and any Intermediate 917 employee assigned to work at the School District.
4. **Renewal.** The parties to this MOU may renew this MOU if mutually agreed upon in one-year increments by executing a written renewal agreement at least sixty (60) days prior to expiration of the MOU or any subsequent renewal period, subject to the same terms and conditions as this MOU, or as otherwise mutually agreed upon.
 5. **State Complaint or Due Process Hearing Request.** If a state complaint or due process hearing request is filed involving the School District, the School District will be responsible for responding to the state complaint or due process hearing request. Intermediate 917 will in good faith make any employee assigned to provide services at the School District available to participate as necessary in the School District's response to any allegations or claims arising out of a state complaint or due process hearing. If an attorney retained by the School District requests Intermediate 917 employees to testify or otherwise participate in a complaint response or due process hearing, the attorney retained by the School District will prepare Intermediate 917 employees in the same manner as its own staff. Each party reserves the right to obtain its own attorney.
 6. **Transportation of Students.** Student transportation shall be provided and paid for by the School District, as required by state and federal laws.
 7. **Data Practices.** Nothing in this MOU shall be construed to be contrary to Minnesota Statutes, Chapter 13, the Minnesota Government Data Practices Act ("MGDPA"), and in particular, Minn. Stat. § 13.32, and the Federal Educational Rights and Privacy Act, 20 U.S.C. § 1232g ("FERPA") regarding the creation and maintenance of educational records. All of the data created, collected, received, stored, used or maintained by the Parties in performing functions under this MOU is subject to the requirements of the MGDPA and FERPA and the Parties must

comply with those requirements.

8. **Insurance and Liability.** Nothing in this MOU shall constitute a waiver of the rights, privileges and benefits to which either Party is entitled under Minnesota Statutes. The liability and monetary limits of liability of the School District and Intermediate 917 shall be governed by the Minnesota Government Tort Claims Act, Minnesota Statutes, Chapter 466, et. seq., and other applicable law. Intermediate 917 and the School District shall each maintain insurance against claims arising out of or relating to the provision of services under this MOU, in an amount and of a nature consistent with each Party's Board policies, procedures or practices and as required by the laws of the State of Minnesota.
9. **Indemnification.** Intermediate 917 agrees to indemnify and hold harmless the School District, its officers, agents and employees from any and all claims and losses resulting from the Intermediate 917's performance of this MOU, and from any and all claims and losses resulting to any person who may be injured or damaged by the actions and/or conduct of the employees or agents of Intermediate 917.

The School District agrees to indemnify and hold harmless Intermediate 917, its officers, agents and employees from any and all claims and losses resulting from the School District's performance of this MOU, and from any and all claims and losses resulting to any person who may be injured or damaged by the actions and/or conduct of the employees or agents of the School District.

10. **Term and Cancellation.** This MOU shall commence on July 1, 2025 and shall remain in effect through June 30, 2027, unless Intermediate 917 and the School District mutually agree to terminate or cancel the MOU by written notice prior to March 1 of the current school year for the upcoming school year. Written notices under this MOU shall be sent to:

For Intermediate School District 917:

Executive Director of Student Services
Intermediate School District 917
1300 145th Street East
Rosemount, MN 55068

For The School District:

Director of Special Services
Independent School District No. 200
1000 West 11th Street
Hastings, MN 55033

11. **Termination for Breach.** If either Party fails to comply with the terms and conditions of this MOU, the other Party, upon 30 days prior written notice to the breaching Party, may terminate

this MOU.

- 12. **Assignment.** Neither Party to this MOU shall assign, delegate or transfer any rights or obligations under this MOU without the prior written consent of the other Party.
- 13. **Amendments.** This MOU may be amended during the term of this MOU and may only be amended in writing by the mutual agreement of the Parties.
- 14. **Equal Drafting.** In the event any Party asserts that a provision in this MOU is ambiguous, this MOU must be construed to have been drafted equally by the Parties.
- 15. **Waiver and Severability.** Any term or condition of this MOU found to be invalid, illegal, or unenforceable shall not render this MOU void or unenforceable.
- 16. **Applicable Law.** This MOU shall be governed by the laws of the State of Minnesota.
- 17. **Entire Agreement.** This MOU contains the entire MOU between the Parties with regard to the matters set forth herein and supersedes all communications, written or oral, heretofore related to the subject matter of this MOU. No promises, guarantees, or representations relative to the subject matter addressed herein exist outside the terms of this document.

By signing below, each party represents that it has read, understands, and agrees to be bound by the terms of this Memorandum of Understanding, and is authorized to sign on behalf of the Party he or she represents.

INTERMEDIATE SCHOOL DISTRICT NO. 917

Dated: _____, 2025

By: _____
Its: _____

INDEPENDENT SCHOOL DISTRICT NO. 200

Dated: _____, 2025

By: Jamara Champs
Its: Superintendent

Dated: _____, 2025

By: Carrie Sate
Its: Board Chair

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) entered into by and between the Intermediate School District No. 917 (“Intermediate 917”) and Independent School District No. 271 (“School District”). Intermediate 917 and the School District are hereinafter referred to collectively as the “Parties” and individually as a “Party.” It is hereby agreed by the Parties as follows:

WHEREAS, Intermediate 917 is a Minnesota intermediate school district providing special education and related services to students whose resident school districts request such services to be provided by Intermediate 917; and

WHEREAS, the School District is a Minnesota independent school district providing educational services to or for its resident students; and

WHEREAS, the School District desires Intermediate 917 to provide special education and/or related services to those students enrolled in and as requested by the School District; and

WHEREAS, Intermediate 917 is willing and has the authority to enter into a MOU to provide special education and/or related services to students enrolled in the School District, pursuant to Minnesota Statutes, Chapter 136D;

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE SCHOOL DISTRICT AND INTERMEDIATE 917 AS FOLLOWS:

1. **Purpose.** The intent of this MOU is for Intermediate 917 providing special education and/or related staffing to students enrolled in and receiving educational and related services at the School District.
2. **School District Obligations.**
 - a. The School District is responsible for ensuring that appropriate education, including special education and/or related services are made available to its resident students.
 - b. The School District shall submit any requests for educational and related services for its students in writing through the annual projection process. Such requests shall specify the nature of the services requested, the number of students to be served, the full time equivalent (FTE) needed, and the location at which the services will be provided.
 - c. The School District shall be responsible to pay, on a timely basis, any and all invoices, including any administrative fees, submitted by Intermediate 917 for the services it provides on behalf of the School District.

- d. The School District shall be responsible for state and federal reporting requirements relating to the students receiving educational and/or related services under this MOU, such as MARSS reporting.
- e. The School District shall provide day-to-day supervision of Intermediate 917 employees providing special education and/or related services at the School District, as it relates to sign-in/sign-out procedures, classroom and office usage, and similar site procedures, although the Intermediate 917 employees shall remain employees only of Intermediate 917. The School District shall notify Intermediate 917 of any known non-compliance by Intermediate 917 employees with such School District procedures. Intermediate 917 will perform supervision of its employees as described below in paragraph 3 (b).
- f. The School District shall collaborate with Intermediate 917 employees providing special education and/or related services at the School District in allowing access to the School District's student information system and technology platforms.
- g. The number of days in this contract shall be determined by the Intermediate 917's employee's labor agreement subject to the School District's pro rata share of the FTE assignment. The School District will provide this data to be utilized for SEDRA reporting.

3. Intermediate 917 Obligations.

- a. Intermediate 917 shall provide special education and/or related services, as defined in Minn. Stat. § 123A.21, subd. 7 and 8, as requested by the School District with appropriately licensed Intermediate 917 employees as identified in the annual signed projection process. Intermediate 917 shall be responsible for STAR reporting requirements relating to the staffing provided by Intermediate 917 to the School District.
- b. If Intermediate 917 is unable to provide appropriately licensed Intermediate 917 employees as identified by the School District in the annual signed projection process, Intermediate 917 will work with the School District to develop alternatives to provide special education and/or related services, as defined in Minn. Stat. § 123A.21, subd. 7 and 8.
- c. The individuals assigned to provide special education and/or related services at the School District by Intermediate 917 shall be Intermediate 917 employees, and shall be hired, retained, assigned, directed, supervised, evaluated, compensated, disciplined or terminated by Intermediate 917, according to applicable Intermediate 917 employment agreements, Intermediate 917 policies and procedures and any applicable state or federal laws or regulations.

- d. Despite the preceding language, the Parties expect that the School District shall provide site supervision of the Intermediate 917 employee while providing services at the School District as it relates to sign-in/sign-out, classroom and office usage, and other site procedures. The Intermediate 917 employees assigned to work at the School District shall abide by any and all School District procedures of which he or she is notified.
 - e. Intermediate 917 shall set staffing reimbursement rates for the special education and related services, as defined in Minn. Stat. § 123A.21, subd. 7 and 8, it provides at the School District and shall issue billing invoices twice annually, consistent with the Intermediate 917 billing cycle. Invoices will include the FTE to be utilized for SEDRA reporting. Billing shall also include reimbursement for staff mileage and travel time and the costs of supplies, equipment and overhead.
 - f. This MOU shall not be construed to give rise to any employment relationship between the School District and any Intermediate 917 employee assigned to work at the School District.
4. **Renewal**. The parties to this MOU may renew this MOU if mutually agreed upon in one-year increments by executing a written renewal agreement at least sixty (60) days prior to expiration of the MOU or any subsequent renewal period, subject to the same terms and conditions as this MOU, or as otherwise mutually agreed upon.
5. **State Complaint or Due Process Hearing Request**. If a state complaint or due process hearing request is filed involving the School District, the School District will be responsible for responding to the state complaint or due process hearing request. Intermediate 917 will in good faith make any employee assigned to provide services at the School District available to participate as necessary in the School District's response to any allegations or claims arising out of a state complaint or due process hearing. If an attorney retained by the School District requests Intermediate 917 employees to testify or otherwise participate in a complaint response or due process hearing, the attorney retained by the School District will prepare Intermediate 917 employees in the same manner as its own staff. Each party reserves the right to obtain its own attorney.
6. **Transportation of Students**. Student transportation shall be provided and paid for by the School District, as required by state and federal laws.
7. **Data Practices**. Nothing in this MOU shall be construed to be contrary to Minnesota Statutes, Chapter 13, the Minnesota Government Data Practices Act ("MGDPA"), and in particular, Minn. Stat. § 13.32, and the Federal Educational Rights and Privacy Act, 20 U.S.C. § 1232g ("FERPA") regarding the creation and maintenance of educational records. All of the data created, collected, received, stored, used or maintained by the Parties in performing functions under this MOU is subject to the requirements of the MGDPA and FERPA and the Parties must

comply with those requirements.

8. **Insurance and Liability.** Nothing in this MOU shall constitute a waiver of the rights, privileges and benefits to which either Party is entitled under Minnesota Statutes. The liability and monetary limits of liability of the School District and Intermediate 917 shall be governed by the Minnesota Government Tort Claims Act, Minnesota Statutes, Chapter 466, et. seq., and other applicable law. Intermediate 917 and the School District shall each maintain insurance against claims arising out of or relating to the provision of services under this MOU, in an amount and of a nature consistent with each Party's Board policies, procedures or practices and as required by the laws of the State of Minnesota.
9. **Indemnification.** Intermediate 917 agrees to indemnify and hold harmless the School District, its officers, agents and employees from any and all claims and losses resulting from the Intermediate 917's performance of this MOU, and from any and all claims and losses resulting to any person who may be injured or damaged by the actions and/or conduct of the employees or agents of Intermediate 917.

The School District agrees to indemnify and hold harmless Intermediate 917, its officers, agents and employees from any and all claims and losses resulting from the School District's performance of this MOU, and from any and all claims and losses resulting to any person who may be injured or damaged by the actions and/or conduct of the employees or agents of the School District.

10. **Term and Cancellation.** This MOU shall commence on July 1, 2025 and shall remain in effect through June 30, 2027, unless Intermediate 917 and the School District mutually agree to terminate or cancel the MOU by written notice prior to March 1 of the current school year for the upcoming school year. Written notices under this MOU shall be sent to:

For Intermediate School District 917:

Executive Director of Student Services
Intermediate School District 917
1300 145th Street East
Rosemount, MN 55068

For The School District:

Executive Director of Student Services
Independent School District No. 271
1350 West 106th Street
Bloomington, MN 55431

11. **Termination for Breach.** If either Party fails to comply with the terms and conditions of this MOU, the other Party, upon 30 days prior written notice to the breaching Party, may terminate

this MOU.

12. **Assignment.** Neither Party to this MOU shall assign, delegate or transfer any rights or obligations under this MOU without the prior written consent of the other Party.
13. **Amendments.** This MOU may be amended during the term of this MOU and may only be amended in writing by the mutual agreement of the Parties.
14. **Equal Drafting.** In the event any Party asserts that a provision in this MOU is ambiguous, this MOU must be construed to have been drafted equally by the Parties.
15. **Waiver and Severability.** Any term or condition of this MOU found to be invalid, illegal, or unenforceable shall not render this MOU void or unenforceable.
16. **Applicable Law.** This MOU shall be governed by the laws of the State of Minnesota.
17. **Entire Agreement.** This MOU contains the entire MOU between the Parties with regard to the matters set forth herein and supersedes all communications, written or oral, heretofore related to the subject matter of this MOU. No promises, guarantees, or representations relative to the subject matter addressed herein exist outside the terms of this document.

By signing below, each party represents that it has read, understands, and agrees to be bound by the terms of this Memorandum of Understanding, and is authorized to sign on behalf of the Party he or she represents.

**INTERMEDIATE SCHOOL DISTRICT NO.
917**

Dated: _____, 2025

By: _____
Its: _____

INDEPENDENT SCHOOL DISTRICT NO. 271

Dated: June 23, 2025

By:  _____
Its: Chair

Dated: June 23, 2025

By: Nelly Korman _____
Its: Clerk

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) entered into by and between the Intermediate School District No. 917 (“Intermediate 917”) and Special School District No. 6 (“School District”). Intermediate 917 and the School District are hereinafter referred to collectively as the “Parties” and individually as a “Party.” It is hereby agreed by the Parties as follows:

WHEREAS, Intermediate 917 is a Minnesota intermediate school district providing special education and related services to students whose resident school districts request such services to be provided by Intermediate 917; and

WHEREAS, the School District is a Minnesota independent school district providing educational services to or for its resident students; and

WHEREAS, the School District desires Intermediate 917 to provide special education and/or related services to those students enrolled in and as requested by the School District; and

WHEREAS, Intermediate 917 is willing and has the authority to enter into a MOU to provide special education and/or related services to students enrolled in the School District, pursuant to Minnesota Statutes, Chapter 136D;

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE SCHOOL DISTRICT AND INTERMEDIATE 917 AS FOLLOWS:

1. **Purpose.** The intent of this MOU is for Intermediate 917 providing special education and/or related staffing to students enrolled in and receiving educational and related services at the School District.
2. **School District Obligations.**
 - a. The School District is responsible for ensuring that appropriate education, including special education and/or related services are made available to its resident students.
 - b. The School District shall submit any requests for educational and related services for its students in writing through the annual projection process. Such requests shall specify the nature of the services requested, the number of students to be served, the full time equivalent (FTE) needed, and the location at which the services will be provided.
 - c. The School District shall be responsible to pay, on a timely basis, any and all invoices, including any administrative fees, submitted by Intermediate 917 for the services it provides on behalf of the School District.

- d. The School District shall be responsible for state and federal reporting requirements relating to the students receiving educational and/or related services under this MOU, such as MARSS reporting.
- e. The School District shall provide day-to-day supervision of Intermediate 917 employees providing special education and/or related services at the School District, as it relates to sign-in/sign-out procedures, classroom and office usage, and similar site procedures, although the Intermediate 917 employees shall remain employees only of Intermediate 917. The School District shall notify Intermediate 917 of any known non-compliance by Intermediate 917 employees with such School District procedures. Intermediate 917 will perform supervision of its employees as described below in paragraph 3 (b).
- f. The School District shall collaborate with Intermediate 917 employees providing special education and/or related services at the School District in allowing access to the School District's student information system and technology platforms.
- g. The number of days in this contract shall be determined by the Intermediate 917's employee's labor agreement subject to the School District's pro rata share of the FTE assignment. The School District will provide this data to be utilized for SEDRA reporting.

3. Intermediate 917 Obligations.

- a. Intermediate 917 shall provide special education and/or related services, as defined in Minn. Stat. § 123A.21, subd. 7 and 8, as requested by the School District with appropriately licensed Intermediate 917 employees as identified in the annual signed projection process. Intermediate 917 shall be responsible for STAR reporting requirements relating to the staffing provided by Intermediate 917 to the School District.
- b. If Intermediate 917 is unable to provide appropriately licensed Intermediate 917 employees as identified by the School District in the annual signed projection process, Intermediate 917 will work with the School District to develop alternatives to provide special education and/or related services, as defined in Minn. Stat. § 123A.21, subd. 7 and 8.
- c. The individuals assigned to provide special education and/or related services at the School District by Intermediate 917 shall be Intermediate 917 employees, and shall be hired, retained, assigned, directed, supervised, evaluated, compensated, disciplined or terminated by Intermediate 917, according to applicable Intermediate 917 employment agreements, Intermediate 917 policies and procedures and any applicable state or federal laws or regulations.

- d. Despite the preceding language, the Parties expect that the School District shall provide site supervision of the Intermediate 917 employee while providing services at the School District as it relates to sign-in/sign-out, classroom and office usage, and other site procedures. The Intermediate 917 employees assigned to work at the School District shall abide by any and all School District procedures of which he or she is notified.
 - e. Intermediate 917 shall set staffing reimbursement rates for the special education and related services, as defined in Minn. Stat. § 123A.21, subd. 7 and 8, it provides at the School District and shall issue billing invoices twice annually, consistent with the Intermediate 917 billing cycle. Invoices will include the FTE to be utilized for SEDRA reporting. Billing shall also include reimbursement for staff mileage and travel time and the costs of supplies, equipment and overhead.
 - f. This MOU shall not be construed to give rise to any employment relationship between the School District and any Intermediate 917 employee assigned to work at the School District.
4. **Renewal.** The parties to this MOU may renew this MOU if mutually agreed upon in one-year increments by executing a written renewal agreement at least sixty (60) days prior to expiration of the MOU or any subsequent renewal period, subject to the same terms and conditions as this MOU, or as otherwise mutually agreed upon.
 5. **State Complaint or Due Process Hearing Request.** If a state complaint or due process hearing request is filed involving the School District, the School District will be responsible for responding to the state complaint or due process hearing request. Intermediate 917 will in good faith make any employee assigned to provide services at the School District available to participate as necessary in the School District's response to any allegations or claims arising out of a state complaint or due process hearing. If an attorney retained by the School District requests Intermediate 917 employees to testify or otherwise participate in a complaint response or due process hearing, the attorney retained by the School District will prepare Intermediate 917 employees in the same manner as its own staff. Each party reserves the right to obtain its own attorney.
 6. **Transportation of Students.** Student transportation shall be provided and paid for by the School District, as required by state and federal laws.
 7. **Data Practices.** Nothing in this MOU shall be construed to be contrary to Minnesota Statutes, Chapter 13, the Minnesota Government Data Practices Act ("MGDPA"), and in particular, Minn. Stat. § 13.32, and the Federal Educational Rights and Privacy Act, 20 U.S.C. § 1232g ("FERPA") regarding the creation and maintenance of educational records. All of the data created, collected, received, stored, used or maintained by the Parties in performing functions under this MOU is subject to the requirements of the MGDPA and FERPA and the Parties must

comply with those requirements.

8. **Insurance and Liability.** Nothing in this MOU shall constitute a waiver of the rights, privileges and benefits to which either Party is entitled under Minnesota Statutes. The liability and monetary limits of liability of the School District and Intermediate 917 shall be governed by the Minnesota Government Tort Claims Act, Minnesota Statutes, Chapter 466, et. seq., and other applicable law. Intermediate 917 and the School District shall each maintain insurance against claims arising out of or relating to the provision of services under this MOU, in an amount and of a nature consistent with each Party's Board policies, procedures or practices and as required by the laws of the State of Minnesota.
9. **Indemnification.** Intermediate 917 agrees to indemnify and hold harmless the School District, its officers, agents and employees from any and all claims and losses resulting from the Intermediate 917's performance of this MOU, and from any and all claims and losses resulting to any person who may be injured or damaged by the actions and/or conduct of the employees or agents of Intermediate 917.

The School District agrees to indemnify and hold harmless Intermediate 917, its officers, agents and employees from any and all claims and losses resulting from the School District's performance of this MOU, and from any and all claims and losses resulting to any person who may be injured or damaged by the actions and/or conduct of the employees or agents of the School District.

10. **Term and Cancellation.** This MOU shall commence on July 1, 2025 and shall remain in effect through June 30, 2027, unless Intermediate 917 and the School District mutually agree to terminate or cancel the MOU by written notice prior to March 1 of the current school year for the upcoming school year. Written notices under this MOU shall be sent to:

For Intermediate School District 917:

Executive Director of Student Services
Intermediate School District 917
1300 145th Street East
Rosemount, MN 55068

For The School District:

Director of Student Services
Special School District No. 6
104 5th Avenue South
South St. Paul, MN 55075

11. **Termination for Breach.** If either Party fails to comply with the terms and conditions of this MOU, the other Party, upon 30 days prior written notice to the breaching Party, may terminate

this MOU.

12. **Assignment.** Neither Party to this MOU shall assign, delegate or transfer any rights or obligations under this MOU without the prior written consent of the other Party.
13. **Amendments.** This MOU may be amended during the term of this MOU and may only be amended in writing by the mutual agreement of the Parties.
14. **Equal Drafting.** In the event any Party asserts that a provision in this MOU is ambiguous, this MOU must be construed to have been drafted equally by the Parties.
15. **Waiver and Severability.** Any term or condition of this MOU found to be invalid, illegal, or unenforceable shall not render this MOU void or unenforceable.
16. **Applicable Law.** This MOU shall be governed by the laws of the State of Minnesota.
17. **Entire Agreement.** This MOU contains the entire MOU between the Parties with regard to the matters set forth herein and supersedes all communications, written or oral, heretofore related to the subject matter of this MOU. No promises, guarantees, or representations relative to the subject matter addressed herein exist outside the terms of this document.

By signing below, each party represents that it has read, understands, and agrees to be bound by the terms of this Memorandum of Understanding, and is authorized to sign on behalf of the Party he or she represents.


**INTERMEDIATE SCHOOL DISTRICT NO.
917**

Dated: _____, 2025

By: _____
Its: _____

SPECIAL SCHOOL DISTRICT NO. 6

Dated: 5/21/, 2025

By:  C
Its: Finance Director

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) entered into by and between the Intermediate School District No. 917 (“Intermediate 917”) and Independent School District No. 199 (“School District”). Intermediate 917 and the School District are hereinafter referred to collectively as the “Parties” and individually as a “Party.” It is hereby agreed by the Parties as follows:

WHEREAS, Intermediate 917 is a Minnesota intermediate school district providing special education and related services to students whose resident school districts request such services to be provided by Intermediate 917; and

WHEREAS, the School District is a Minnesota independent school district providing educational services to or for its resident students; and

WHEREAS, the School District desires Intermediate 917 to provide special education and/or related services to those students enrolled in and as requested by the School District; and

WHEREAS, Intermediate 917 is willing and has the authority to enter into a MOU to provide special education and/or related services to students enrolled in the School District, pursuant to Minnesota Statutes, Chapter 136D;

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE SCHOOL DISTRICT AND INTERMEDIATE 917 AS FOLLOWS:

1. **Purpose.** The intent of this MOU is for Intermediate 917 providing special education and/or related staffing to students enrolled in and receiving educational and related services at the School District.
2. **School District Obligations.**
 - a. The School District is responsible for ensuring that appropriate education, including special education and/or related services are made available to its resident students.
 - b. The School District shall submit any requests for educational and related services for its students in writing through the annual projection process. Such requests shall specify the nature of the services requested, the number of students to be served, the full time equivalent (FTE) needed, and the location at which the services will be provided.
 - c. The School District shall be responsible to pay, on a timely basis, any and all invoices, including any administrative fees, submitted by Intermediate 917 for the services it provides on behalf of the School District.

- d. The School District shall be responsible for state and federal reporting requirements relating to the students receiving educational and/or related services under this MOU, such as MARSS reporting.
- e. The School District shall provide day-to-day supervision of Intermediate 917 employees providing special education and/or related services at the School District, as it relates to sign-in/sign-out procedures, classroom and office usage, and similar site procedures, although the Intermediate 917 employees shall remain employees only of Intermediate 917. The School District shall notify Intermediate 917 of any known non-compliance by Intermediate 917 employees with such School District procedures. Intermediate 917 will perform supervision of its employees as described below in paragraph 3 (b).
- f. The School District shall collaborate with Intermediate 917 employees providing special education and/or related services at the School District in allowing access to the School District's student information system and technology platforms.
- g. The number of days in this contract shall be determined by the Intermediate 917's employee's labor agreement subject to the School District's pro rata share of the FTE assignment. The School District will provide this data to be utilized for SEDRA reporting.

3. Intermediate 917 Obligations.

- a. Intermediate 917 shall provide special education and/or related services, as defined in Minn. Stat. § 123A.21, subd. 7 and 8, as requested by the School District with appropriately licensed Intermediate 917 employees as identified in the annual signed projection process. Intermediate 917 shall be responsible for STAR reporting requirements relating to the staffing provided by Intermediate 917 to the School District.
- b. If Intermediate 917 is unable to provide appropriately licensed Intermediate 917 employees as identified by the School District in the annual signed projection process, Intermediate 917 will work with the School District to develop alternatives to provide special education and/or related services, as defined in Minn. Stat. § 123A.21, subd. 7 and 8.
- c. The individuals assigned to provide special education and/or related services at the School District by Intermediate 917 shall be Intermediate 917 employees, and shall be hired, retained, assigned, directed, supervised, evaluated, compensated, disciplined or terminated by Intermediate 917, according to applicable Intermediate 917 employment agreements, Intermediate 917 policies and procedures and any applicable state or federal laws or regulations.

- d. Despite the preceding language, the Parties expect that the School District shall provide site supervision of the Intermediate 917 employee while providing services at the School District as it relates to sign-in/sign-out, classroom and office usage, and other site procedures. The Intermediate 917 employees assigned to work at the School District shall abide by any and all School District procedures of which he or she is notified.
 - e. Intermediate 917 shall set staffing reimbursement rates for the special education and related services, as defined in Minn. Stat. § 123A.21, subd. 7 and 8, it provides at the School District and shall issue billing invoices twice annually, consistent with the Intermediate 917 billing cycle. Invoices will include the FTE to be utilized for SEDRA reporting. Billing shall also include reimbursement for staff mileage and travel time and the costs of supplies, equipment and overhead.
 - f. This MOU shall not be construed to give rise to any employment relationship between the School District and any Intermediate 917 employee assigned to work at the School District.
4. **Renewal.** The parties to this MOU may renew this MOU if mutually agreed upon in one-year increments by executing a written renewal agreement at least sixty (60) days prior to expiration of the MOU or any subsequent renewal period, subject to the same terms and conditions as this MOU, or as otherwise mutually agreed upon.
 5. **State Complaint or Due Process Hearing Request.** If a state complaint or due process hearing request is filed involving the School District, the School District will be responsible for responding to the state complaint or due process hearing request. Intermediate 917 will in good faith make any employee assigned to provide services at the School District available to participate as necessary in the School District's response to any allegations or claims arising out of a state complaint or due process hearing. If an attorney retained by the School District requests Intermediate 917 employees to testify or otherwise participate in a complaint response or due process hearing, the attorney retained by the School District will prepare Intermediate 917 employees in the same manner as its own staff. Each party reserves the right to obtain its own attorney.
 6. **Transportation of Students.** Student transportation shall be provided and paid for by the School District, as required by state and federal laws.
 7. **Data Practices.** Nothing in this MOU shall be construed to be contrary to Minnesota Statutes, Chapter 13, the Minnesota Government Data Practices Act ("MGDPA"), and in particular, Minn. Stat. § 13.32, and the Federal Educational Rights and Privacy Act, 20 U.S.C. § 1232g ("FERPA") regarding the creation and maintenance of educational records. All of the data created, collected, received, stored, used or maintained by the Parties in performing functions under this MOU is subject to the requirements of the MGDPA and FERPA and the Parties must

comply with those requirements.

8. **Insurance and Liability.** Nothing in this MOU shall constitute a waiver of the rights, privileges and benefits to which either Party is entitled under Minnesota Statutes. The liability and monetary limits of liability of the School District and Intermediate 917 shall be governed by the Minnesota Government Tort Claims Act, Minnesota Statutes, Chapter 466, et. seq., and other applicable law. Intermediate 917 and the School District shall each maintain insurance against claims arising out of or relating to the provision of services under this MOU, in an amount and of a nature consistent with each Party's Board policies, procedures or practices and as required by the laws of the State of Minnesota.
9. **Indemnification.** Intermediate 917 agrees to indemnify and hold harmless the School District, its officers, agents and employees from any and all claims and losses resulting from the Intermediate 917's performance of this MOU, and from any and all claims and losses resulting to any person who may be injured or damaged by the actions and/or conduct of the employees or agents of Intermediate 917.

The School District agrees to indemnify and hold harmless Intermediate 917, its officers, agents and employees from any and all claims and losses resulting from the School District's performance of this MOU, and from any and all claims and losses resulting to any person who may be injured or damaged by the actions and/or conduct of the employees or agents of the School District.

10. **Term and Cancellation.** This MOU shall commence on July 1, 2025 and shall remain in effect through June 30, 2027, unless Intermediate 917 and the School District mutually agree to terminate or cancel the MOU by written notice prior to March 1 of the current school year for the upcoming school year. Written notices under this MOU shall be sent to:

For Intermediate School District 917:

Executive Director of Student Services
Intermediate School District 917
1300 145th Street East
Rosemount, MN 55068

For The School District:

Director of Special Services
Independent School District No. 199
2990 East 80th Street
Inver Grove Heights, MN 55076

11. **Termination for Breach.** If either Party fails to comply with the terms and conditions of this MOU, the other Party, upon 30 days prior written notice to the breaching Party, may terminate

this MOU.

- 12. **Assignment.** Neither Party to this MOU shall assign, delegate or transfer any rights or obligations under this MOU without the prior written consent of the other Party.
- 13. **Amendments.** This MOU may be amended during the term of this MOU and may only be amended in writing by the mutual agreement of the Parties.
- 14. **Equal Drafting.** In the event any Party asserts that a provision in this MOU is ambiguous, this MOU must be construed to have been drafted equally by the Parties.
- 15. **Waiver and Severability.** Any term or condition of this MOU found to be invalid, illegal, or unenforceable shall not render this MOU void or unenforceable.
- 16. **Applicable Law.** This MOU shall be governed by the laws of the State of Minnesota.
- 17. **Entire Agreement.** This MOU contains the entire MOU between the Parties with regard to the matters set forth herein and supersedes all communications, written or oral, heretofore related to the subject matter of this MOU. No promises, guarantees, or representations relative to the subject matter addressed herein exist outside the terms of this document.

By signing below, each party represents that it has read, understands, and agrees to be bound by the terms of this Memorandum of Understanding, and is authorized to sign on behalf of the Party he or she represents.

INTERMEDIATE SCHOOL DISTRICT NO. 917

Dated: _____, 2025

By: _____
Its: _____

INDEPENDENT SCHOOL DISTRICT NO. 199

Dated: June 23, 2025

By: [Signature]
Its: Chair

Dated: June 23, 2025

By: [Signature]
Its: Clerk



Intermediate School District 917
Purposeful. Personalized. Partners.

1300 145th Street East, Rosemount, MN 55068
(651) 423-8229 * <http://www.isd917.org>

Intermediate School District 917

Staff Handbook/Culture Guide

2025-2026



The information in this handbook is a reference.
District policy, negotiated labor agreements, and federal, state, and local laws are summarized.
Please refer to legal documents for specifics.
All staff members are responsible for reading and following all ISD 917 policies and procedures, including this handbook and information referenced and/or linked in this document.
This summary of district procedures supersedes any earlier district handbooks.

Published 8/01/25

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Welcome from the Superintendent!



Looking forward to the academic year, I am incredibly honored and excited to welcome both our new and returning staff members to ISD 917. This marks my fifth year as Superintendent. I continue to be inspired by the dedication, passion, and commitment each of you brings to our students and community, which is a privilege to have.

Over the past few years, we've achieved remarkable progress together, strengthening partnerships, launching innovative projects, and developing impactful programs. Your collaborative spirit has been instrumental in embedding our Core Values, advancing our Strategic Directions, and consistently centering humanity throughout our district. I eagerly anticipate our continued work together as we build upon these successes.

This 2025-2026 ISD Staff Handbook/Culture Guide should be more than just a resource; let it be a testament to our collective story. It's designed to illustrate how we cultivate a values-based culture of belonging and foster a shared sense of purpose for our entire community. You'll find comprehensive information about our district – the "who, what, where, why, how, and how much" – and a clear outline of the roles played by the ISD School Board, administration, and staff in developing and implementing policies, systems, procedures, and practices that uplift the humanity of our students, their families, and our staff.

Our new theme for the year is "We Belong To Each Other; Everyone, Everyday." This theme will guide us as we continue to offer diverse pathways for professional and personal development. We will be providing opportunities designed to empower you, enhance your skills, and deepen your impact towards reaching our goals because at ISD 917, we are a community dedicated to supporting each other's growth.

Thank you for the vital roles you play in the lives of our students, their families, our fellow staff members, and our partners at ISD 917. Thank you for being an integral member of this incredible district.

Sincerely,

Dr. Michael Favor
Superintendent of ISD 917

Welcome from the Board Chair!



A Warm Welcome from Your School Board Chair
Welcome, ISD 917 Staff!

My name is Tom Bennett, and I've served on the ISD 917 School Board since 2020. The upcoming 2025-2026 school year marks my first year as your School Board Chair, and I'm truly looking forward to leading the governance team of this unique district. We provide important, personalized services for students, families, staff, and communities, and I'm honored to be part of it.

I bring a unique perspective to this role, drawing on my experience as a parent, 25 years in public education (mostly in special education, including setting IV programs), and 12 years as a Bloomington School Board member. I deeply believe in ISD 917's Core Values, mission, vision, and Strategic Directions, and I'm committed to continuing our focus on equity, relationships, and trust.

ISD 917 School Board is made up of a representative from each of our nine member school districts. Together, we supervise the ISD 917 Superintendent, develop and revise district policies to align with legislation and district needs, and oversee the implementation of our district's mission, vision, and strategic plan. We also approve policy, personnel, and financial decisions.

We embed our district's Core Values into every aspect of governance. We align board meeting agenda items and member district updates with specific Core Values, always keeping them in mind as we review and act on agenda items. To support strong communication and collaboration among board members, we hold a work session before each board meeting to discuss questions and concerns.

Thank you for everything you do for the ISD 917 community and our member districts! You are truly purposeful, personalized partners for all of us, and your School Board is here to support you. I'm excited for a great 2025-2026 school year with all of you!

Sincerely,
Tom Bennett
Intermediate District 917 Board Chair

Mission, Vision, Core Values, Motto, & Strategic Directions

Mission (= Our Core Purpose)

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

Vision (= What We Intend to Create)

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

Core Values (= Drivers of Our Words and Actions)

- **Collaboration:** Working together to achieve more collectively.
- **Empathy:** Considering and respecting the perspective and needs of member districts, students, families and staff.
- **Innovation:** Ongoing improvement of programs and services.
- **Stewardship:** Managing financial and human resources carefully and responsibly.
- **Communication:** Multi-dimensional, transparent conversation focused on sharing information and creating a positive learning and working environment.
- **Integrity:** Aligning our actions with our values and beliefs.
- **Personalization:** Building on the strengths and addressing the unique needs of individual students.
- **Equity:** Intentionally providing opportunities while removing barriers at all levels of the organization.
- **Diversity:** Appreciating and valuing everyone's unique selves.

Strategic Directions (= Focus of Our Improvement Efforts)

- Increase student achievement and engagement
- Support and lead staff through continuous improvement
- Deepen engagement of stakeholders through quality, equitable communication practices
- Increase social-emotional learning and skills for students and staff
- Increase support for ALL through inclusive practices

District Motto

Purposeful. Personalized. Partners.

ISD 917 At a Glance

Member Districts:

SSD 6 - South Saint Paul Public Schools
 ISD 191 - Burnsville-Eagan-Savage School District
 ISD 192 - Farmington Area Public Schools
 ISD 194 - Lakeville Area Public Schools
 ISD 195 - Randolph Public Schools
 ISD 197 - West Saint Paul-Mendota Heights-Eagan Area Schools
 ISD 199 - Inver Grove Heights Community Schools
 ISD 200 - Hastings Public Schools
 ISD 271 - Bloomington Public Schools

ISD 917 School Board consists of a board member from each member district

Secondary Programs <i>10th-12th grades</i>		Special Education Programs <i>Birth to Age 21</i> <i>(depending on program)</i>
Career & Technical Education (CTE)	Dakota County Alternative Learning School (DCALS)	
Auto Mechanics Construction Trades Computer Technology Diesel Mechanics Graphics	DCALS-Main DCALS-North	CASE: Customized Alternative Solutions for Education DASH: Developmental Disabilities, Academics, Socialization, & Health Services IDEA: Intra-Dakota Educational Alternative SUN: Students with Unique Needs TEA: Therapeutic Education Alternative TEA-ECSE: Therapeutic Education Alternative-Early Childhood Special Education TESA: Transitional Education Service Alternative DHH: Deaf/Hard of Hearing Resource Care & Treatment Educational Services Itinerant Services
<u>Location:</u> Dakota County Technical College (DCTC) in Rosemount	<u>Locations:</u> DCALS-Main: Dakota County Technical College (DCTC) in Rosemount DCALS-North: West Saint Paul	<u>Locations:</u> Throughout south metro suburbs (see Program Locations & School Times)

Intermediate School Districts

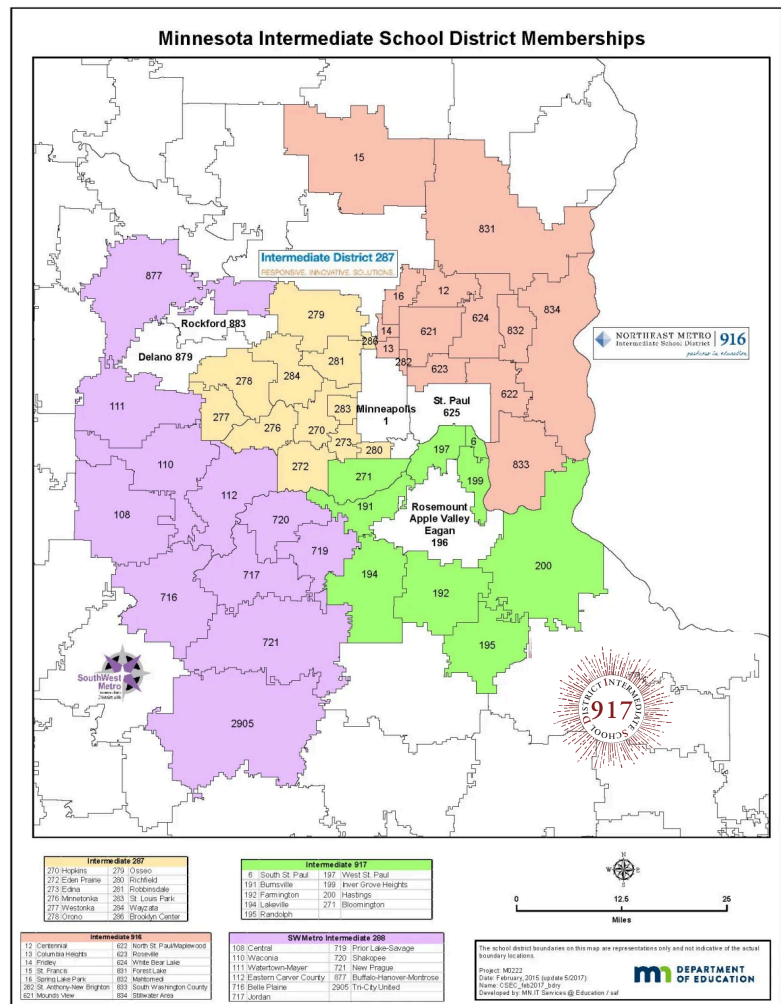
Intermediate School Districts, including ISD 917, were established by the Minnesota Legislature in **1969** and are governed by [Minnesota Statute Chapter 136D](#), under Postsecondary Education. They are defined as, “cooperative program[s]...that offer integrated services for secondary, postsecondary, and adult students in the areas of vocational education, special education, and other authorized services.”

ISD 917 is also governed by Minnesota Statute, [chapters 120 through 129C](#) on PreK-12 education.

There are **four Intermediate School Districts** in Minnesota:

- [Intermediate School District 917](#) (southeast metro)
- [Intermediate School District 916](#) (northeast metro)
- [Intermediate School District 287](#) (west metro)
- [Intermediate School District 288](#) (southwest metro)

ISD 917 serves special education, career & technical education, and/or alternative learning needs of 9 member districts while sharing space and partnering with [Dakota County Technical College](#) (DCTC) where our district office and some academic programs are located. Other programs are located in 25 sites throughout the southeast metro area. Some spaces are owned by ISD 917, while others are leased from member districts.



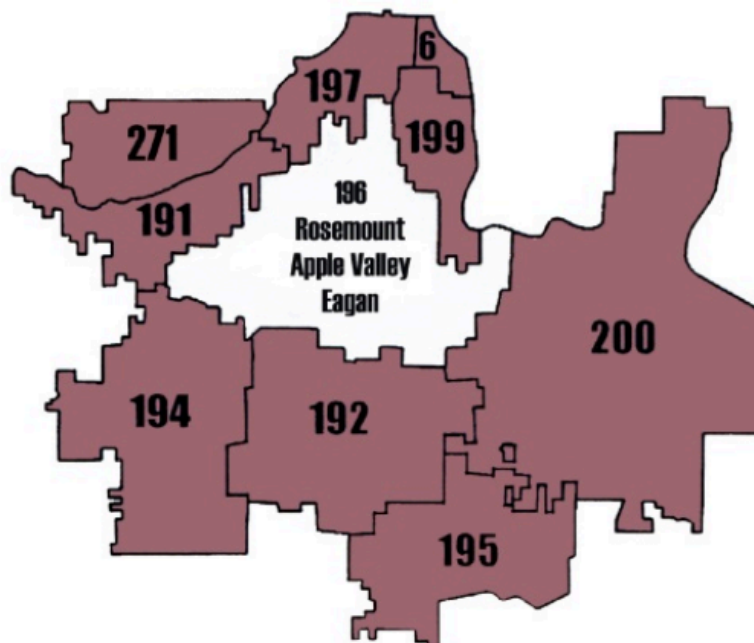
ISD 917 Member Districts & Leadership

Member Districts:

SSD 6 - South Saint Paul Public Schools
 ISD 191 - Burnsville-Eagan-Savage School District
 ISD 192 - Farmington Area Public Schools
 ISD 194 - Lakeville Area Public Schools
 ISD 195 - Randolph Public Schools
 ISD 197 - West Saint Paul-Mendota Heights-Eagan Area Schools
 ISD 199 - Inver Grove Heights Community Schools
 ISD 200 - Hastings Public Schools
 ISD 271 - Bloomington Public Schools

SSD 6 South Saint Paul Public Schools	ISD 191 Burnsville-Eagan-Savage School District	ISD 192 Farmington Area Public Schools	ISD 194 Lakeville Area Public Schools	ISD 195 Randolph Public Schools	ISD 197 West Saint Paul-Mendota Heights-Eagan Area Schools	ISD 199 Inver Grove Heights Community Schools	ISD 200 Hastings Public Schools	ISD 271 Bloomington Public Schools
Superintendent Dr. Brian Zambreno	Superintendent Dr. Latanya Daniels	Superintendent Jason Berg	Superintendent Michael Baumann	Superintendent Mike Kelley	Superintendent Dr. Peter Olson-Skog	Superintendent Dave Bernhardson	Superintendent Dr. Kristine Wehrkamp Herman	Superintendent Dr. Eric Melbye
ISD 917 Board Member Monica Weber	ISD 917 Board Member Lesley Chester	ISD 917 Board Member Hannah Simmons	ISD 917 Board Member Kim Baker	ISD 917 Board Member Lisa Ehleringer	ISD 917 Board Member Byron Schwab	ISD 917 Board Member Cindy Nordstrom	ISD 917 Board Member Mark Zuzek	ISD 917 Board Member Tom Bennett

ISD 917 Member Districts



ISD 917 Organizational Chart

SSD 6 South Saint Paul Public Schools	ISD 191 Burnsville-Eagan-Savage School District	ISD 192 Farmington Area Public Schools	ISD 194 Lakeville Area Public Schools	ISD 195 Randolph Public Schools	ISD 197 West Saint Paul-Mendota Heights-Eagan Area Schools	ISD 199 Inver Grove Heights Community Schools	ISD 200 Hastings Public Schools	ISD 271 Bloomington Public Schools
Superintendent Dr. Brian Zambreno	Superintendent Dr. Latanya Daniels	Superintendent Jason Berg	Superintendent Michael Baumann	Superintendent Mike Kelley	Superintendent Dr. Peter Olson-Skog	Superintendent Dave Bernhardson	Superintendent Dr. Kristine Wehrkamp Herman	Superintendent Dr. Eric Melbye
ISD 917 Board Member Monica Weber	ISD 917 Board Member Lesley Chester	ISD 917 Board Member Hannah Simmons	ISD 917 Board Member Kim Baker	ISD 917 Board Member Lisa Ehleringer	ISD 917 Board Member Byron Schwab	ISD 917 Board Member Cindy Nordstrom	ISD 917 Board Member Mark Zuzek	ISD 917 Board Member Tom Bennett

ISD 917 Leadership Team

Superintendent

Dr. Michael Favor

Executive Director of Student Services

Dr. Melissa Schaller

Director of Finance

Mark Johns

Director of Human Resources

Nicole Flesner

Director of Social/Emotional Learning & Support

Kate Hulse

Director of Teaching & Learning

Dr. Brooke Peterson

Principal - Secondary Schools

Frank Herman

Technology Coordinator

Cory Langenfeld

Executive Assistant to the Superintendent & School Board

Melissa Torres

Student Services Organizational Chart

Executive Director of Student Services
Dr. Melissa Schaller

Administrative Assistant
 Julie Illa

Information Management Assistants
 Lynda Hurt
 Kristin Kustrich

Director of Teaching & Learning	Director of Social / Emotional Learning & Support	Principal (CTE, DCALS, & Juvenile Services)	Principal /Assistant Director of Special Education (Deaf/Hard of Hearing & Itinerant Programs /Services)	Principal /Assistant Director of Special Education (TESA)	Principal /Assistant Director of Special Education (CASE, IDEA, & SUN Programs - Alliance Education Center. Developmental /Adaptive Physical Education Teachers)	Principal /Assistant Director of Special Education (SUN Programs - Concord Education Center. Occupational Therapists)	Principal /Assistant Director of Special Education (DASH * SUN Program - Cedar School)	Principal /Assistant Director of Special Education (TEA & ECSE TEA Programs - Lebanon Education Center, Washburn Early Learning Center, Riverview Elementary, Pine Bend Elementary. Speech Language Pathologists)
Dr. Brooke Peterson	Kate Hulse	Frank Herman	Taylor Lovin	Steph Betley	Jackie Pauley	Amy Swaney	Jennifer Hetland	AJ Boehmer

Finance Department Organizational Chart

Director of Finance
Mark Johns

Administrative Assistant
 Amy Alexander

Accountant Teri Welch	Payroll Specialist Audrey Weiler	Purchasing Agent Barb Schmitz	Accounts Payable MaryKay Distad Debby Merritt
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Human Resources Department Organizational Chart

Director of Human Resources <i>Nicole Flesner</i>		
Talent Acquisition Specialist Jessica Huss	Human Resources Assistant Amalia Esparza	Benefits Specialist Jake Edlund

Technology Department Organizational Chart

Technology Coordinator <i>Cory Langenfeld</i>
Network Specialists Mike Bibro Craig Curtis

[CLICK HERE TO SEE 2025-2026 ISD 917 DIRECTORY](#)

ISD 917 Program Locations & School Times

Location	Address	Program	Phone #	School Hours	Emergency Closure Follows
Alliance Education Center (AEC)	14300 Biscayne Avenue West Rosemount, MN 55068	CASE	651-423-8100	8:00am - 2:25pm	ISD 917
		IDEA		7:45am - 2:10pm	
		SUN		7:45am - 2:10pm	
Bloomington Transition Center (BTC)	2575 W 88th Street, Door 10 Bloomington, MN 55431	TESA	952-681-6118	7:45am - 2:20pm	ISD 271
Cedar School	2140 Diffley Road Eagan, MN 55122	SUN	952-707-4000	7:45am - 2:10pm	ISD 917
Concord Education Center	9015 Broderick Boulevard Inver Grove Heights, MN 55076	SUN	612-902-9300	7:45am - 2:10pm	ISD 917
Dakota County Technical College (DCTC)	1300 145th Street East Rosemount, MN 55068	District Office	651-423-8229	Not Applicable	ISD 917
		CTE	651-423-8458	Block #1: 8:10am - 9:30am Block #2: 10:20am - 11:40am Block #3: 12:20pm - 1:40pm	
		DCALS-Main	651-423-8447	8:10am - 3:05pm	
		TESA	651-423-8401	7:45am - 2:20pm	
DCALS-North	150 East Marie Avenue West St. Paul, MN 55118	DCALS-North	651-332-5570	8:10am - 3:05pm	ISD 917
Hastings High School	200 General Sieben Drive Hastings, MN 55033	DASH	651-480-7521	7:30am - 2:15pm	ISD 200
Inver Grove Heights Middle School	8167 Cahill Avenue Inver Grove Heights, MN 55076	DHH	651-306-7200	8:30am-3:20pm	ISD 199
Juvenile Services Center	1600 Highway 55 West Hastings, MN 55033	New Chance Riverside	651-438-4980	New Chance: 9:15am-3:15pm Riverside 7:45am - 3:15pm	ISD 917

Location	Address	Program	Phone #	School Hours	Emergency Closure Follows
Lakeville North High School	19600 Ipava Avenue West Lakeville, MN 55044	DASH	952-232-3746	7:50am - 2:10pm	ISD 194
Lebanon Education Center	5800 149th Street Apple Valley, MN 55124	TEA	952-431-4062	7:45am - 2:10pm	ISD 917
Lincoln Center Elementary	357 9th Avenue North South St. Paul, MN 55075	DHH	651-288-5871	8:20am - 2:55pm	SSD 6
Pine Bend Elementary	9875 Inver Grove Trail Inver Grove Heights, MN 55076	ECSE TEA (K)	651-306-7710	8:30am - 2:00pm	ISD 199
Washburn Early Learning Center	8401 Xerxes Ave. South Bloomington, MN 55431	ECSE TEA	952-681-6200	Section 1: 9:30am-12:00pm Section 2: 12:45pm-3:15pm	ISD 271
Riverview Elementary School	4100 208th Street West Farmington, MN 55024	ECSE TEA	651-460-1695	Section 1: 9:00am-11:30am Section 2: 12:30pm-3:00pm	ISD 192
Simley High School	2920 80th Street East Inver Grove Heights, MN 55076	DHH	651-306-7000	8:30am - 3:20pm	ISD 199
Two Rivers High School	1897 Delaware Avenue Mendota Heights, MN 55118	DASH	651-403-7100	8:15am - 2:55pm	ISD 197

ISD 917 2025-2026 Academic Calendar

See https://www.isd917.org/about/district_calendars for updates and additional calendar details



ISD 917 2025-2026 ACADEMIC CALENDAR



Updated 6/3/25

- 4 - No School/Holiday
- 7 - ESY Staff Prof. Dev. & JSC
- 8-10 - ESY & JSC
- 11 - JSC
- 14-17 - ESY & JSC
- 18 - JSC
- 21-24 - ESY & JSC
- 25 - JSC
- 28-31 - ESY & JSC

JULY 2025						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		
0 student days 0 lic. staff/0 non-lic. staff						

JANUARY 2026						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31
18 student days 19 lic. staff/19 non-lic. staff						

- 1 - No School/Holiday
- 2 - No School/Winter Break
- 19 - No School/Holiday
- 23 - End of 2nd quarter (41 days)
- 26 - No School/All Staff Prof. Dev.

- 1 - JSC
- 19 - 1st Year Licensed Staff Prof. Dev.
- 20 - 1st & 2nd Year Licensed Staff Prof. Dev.
- 25 - Licensed Staff Prof. Dev.
- 26 - Licensed Staff Prof. Dev.
- 27 - All Staff Prof. Dev.
- 28 - All Staff Prof. Dev.
- 29 - Licensed Staff Prof. Dev.

AUGUST 2025						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						
0 student days 5 lic. staff/2 non-lic. staff						

FEBRUARY 2026						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
18 student days 19 lic. staff/19 non-lic. staff						

- 16 - No School/Holiday
- 27 - No School/All Staff Prof. Dev.

- 1 - No School/Holiday
- 2 - 1st day of school

SEPTEMBER 2025						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				
21 student days 21 lic. staff/21 non-lic. staff						

MARCH 2026						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				
17 student days 17 lic. staff/17 non-lic. staff						

- 23 - No School/Spring Break
- 24 - No School/Spring Break
- 25 - No School/Spring Break
- 26 - No School/Spring Break
- 27 - No School/Spring Break

- 15 - No School/All Staff Prof. Dev.
- 16 - No School/MEA
- 17 - No School/MEA

OCTOBER 2025						
S	M	T	W	Th	F	S
		1	2	3	4	
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	
20 student days 21 lic. staff/21 non-lic. staff						

APRIL 2026						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		
20 student days 21 lic. staff/20 non-lic. staff						

- 3 - End of 3rd quarter (42 days)
- 6 - No School/Sec. Lic. Staff Prof. Dev.
- 10 - No School/Conferences
- 24 - No School

- 6 - End of 1st quarter (45 days)
- 7 - No School/Conferences
- 26 - No School
- 27 - No School/Holiday
- 28 - No School/Holiday

NOVEMBER 2025						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						
16 student days 17 lic. staff/16 non-lic. staff						

MAY 2026						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						
20 student days 20 lic. staff/20 non-lic. staff						

- 25 - No School/Holiday

- 22 - No School/Winter Break
- 23 - No School/Winter Break
- 24 - No School/Holiday
- 25 - No School/Holiday
- 26 - No School/Winter Break
- 29 - No School/Winter Break
- 30 - No School/Winter Break
- 31 - No School/Winter Break

DECEMBER 2025						
S	M	T	W	Th	F	S
1	2	3	4	5	6	
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			
15 student days 15 lic. staff/15 non-lic. staff						

JUNE 2026						
S	M	T	W	Th	F	S
1	2	3	4	5	6	
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				
8 student days 8.5 lic. staff/8 non-lic. staff						

- 10 - Last Day of School
- 10 - End of 4th quarter (45 days)
- 11 - 5 Licensed Staff Prof. Dev.
- 11-12 - JSC
- 15-18 - JSC
- 22 - JSC Licensed Staff Prof. Dev.



= No School for All Students



= No School (Students in Secondary Programs)



= No School (Students in Special Education Programs)

Staff Commitments

As a public school district in Minnesota, we expect each staff member to follow all federal, state, and district legislation, policies, outlined procedures, et cetera regarding education in the United States, Minnesota, and ISD 917.

Relevant legislation includes, but is not limited to:

- Federal Legislation:
 - [Every Student Succeeds Act \(ESSA\)](#)
 - [Individuals with Disabilities Education Act \(IDEA\)](#)
 - [Section 504 of the Rehabilitation Act of 1973](#)
 - [Perkins Career and Technical Education Act](#)
 - [Civil Rights Act of 1964](#)
 - [Family Educational Rights and Privacy Act \(FERPA\)](#)
 - [McKinney-Vento Homeless Assistance Act](#)
- Minnesota State Legislation:
 - [Minnesota Statute Chapters 120 through 129C](#) (PreK-12 Education)
 - [Minnesota Statute Chapter 136D](#) (Higher Education)
 - [Code of Ethics for Minnesota Teachers](#)
 - [Code of Ethics for School Administrators](#)
 - [Student Data Privacy Act](#)
 - [Women's Economic Security Act](#)

Guidance and direction for staff come from multiple sources, including, but not limited to:

- United States Department of Education
- Minnesota Legislature
- Minnesota Department of Education
- ISD 917 School Board & Administration

Intermediate School Districts operate on a fee-for-service basis. Revenue to fund student services is generated by tuition billing. The schools belong to the public they serve for the purpose of providing educational opportunities to all. All assets, resources, and funds are managed on behalf of the public's interest.

ISD 917 School Board Policies are located at https://www.isd917.org/about/school_board/policies.

**Excerpts from policies are included throughout this document, but they are for reference only.
All staff members are responsible for reading and following
ALL ISD 917 policies and procedures,
including this handbook and information referenced and/or linked in this document.**

COLLABORATION

Working together to achieve more collectively.

- The unique nature of our district puts collaboration at the heart of our work. Our staff commit to being team players, bringing a positive attitude to work each day, learning the responsibilities of your team members, and attempting to resolve problems closest to the source of the issue. Effective collaboration requires each staff member to know and implement district policies and practices for staff, students, and families.
 - District Collaborations:
 - **Joint Powers Agreement with Dakota County Technical College (DCTC)**
 - The Joint Powers Agreement between ISD 917 and DCTC the roles and responsibilities of each organization so ISD 917 can continue program planning, development, and offerings without interruption or adverse impact upon changes to state, federal, or Minnesota State Colleges & Universities (MNSCU) funding or policy decisions or changes.
 - **Member District Collaboratives of Superintendents, Special Education Directors, & Business Managers**
 - Each group meets regularly throughout the school year to collaborate across member districts.
 - **ITRAC**
 - The Intermediate District **T**eacher **R**egistered **A**pprenticeship **C**ollaborative is a collaboration among Minnesota's four Intermediate School Districts (917, 916, 28, & 287) and Minnesota State University - Mankato that created and is implementing Minnesota's first Registered Teacher Apprenticeship Program approved by the MN Department of Labor & Industry (DLI) and the Professional Educator Licensing & Standards Board (PELSB).
 - **ISD 917 Leadership Team**
 - Our purpose is to implement the district vision of modeling an innovative culture with diverse pathways serving students and families through equitable practices with highly trained staff. District leaders and staff work together over time to serve students, families, and staff by implementing the ISD 917 Strategic Plan and School Board policies and developing and/or revising district systems, structures, policies, and practices to ensure positive working and learning environments throughout the district.
 - **ISD 917 Educational Administrative Team (EAT)**
 - District and site leaders who work together over time to support ISD 917 to achieve our strategic directions, district vision, and core values.
 - **ISD 917 CTE Advisory Committees**
 - Minnesota requires local Perkins V funds recipients (districts who use funding for Career & Technical Education (CTE) and Work-Based Learning (WBL) programs) to create and use local "advisory committees" with employer

members, as well as representation of parents/caregivers, educators, community members and students.

- Advisory committees are essential to ensuring program relevance and quality, providing students and school districts with new opportunities and resources, and connecting students and educators with the larger regional, state and national employment communities.
- **Dakota County Perkins Consortium**
 - One of 23 Perkins consortia in Minnesota formed to to promote collaborative planning and implementation of Career and Technical Education programs through the Perkins federal grant.
 - Coordinated by a Consortium Coordinator from among the staff at ISD 917
 - Consortium members include: ISD 917, Dakota County Technical College (DCTC), Bluesky Online Charter School, Farmington Area Public Schools (ISD 192), Hastings Public Schools (ISD 200), Inver Grove Heights Schools (ISD 199), Northfield Public Schools (ISD 659), Randolph Public Schools (ISD 195), South St. Paul Public Schools, (SSD 6), West St. Paul-Mendota Heights-Eagan Area Schools (ISD 197)
- **ISD 917 Core Values Committee**
 - The Core Values Committee was established in spring 2023 to guide systemic implementation of ISD 917 Core Values to support a culture that is inclusive of all students, staff, and partners.
 - The committee is facilitated by Kate Hulse and Nicole Flesner.
 - The founding committee members signed on for a 2-year commitment and were chosen by the committee facilitators after a thorough application process.
 - Jen Petersen - Mental Health Provider Coordinator (Riverview - TEA)
 - Mike Zickrick - Special Education Teacher (Main - TESA)
 - Robin Knight - Education Support Professional (Cedar School - SUN)
 - Bethany Carlson - Education Support Professional (Concord - SUN)
 - Rachel Novy - Special Education Teacher (Alliance - IDEA)
- **Strategic Partners**
 - In addition to our nine member districts, ISD 917 partners with numerous strategic partners to build on our strengths and meet the diverse needs of our students, families, and staff.

Strategic Partners	
<u>Partner:</u>	<u>Learn More At:</u>
Brightworks	https://brightworksmn.org/
Council on Asian Pacific Minnesotans	https://mn.gov/capm/
Dakota County	https://www.co.dakota.mn.us/
Dakota County Technical College (DCTC)	https://www.dctc.edu/
Intermediate School District 287	https://www.district287.org/
Intermediate School District 288	http://swmetro.k12.mn.us/
Intermediate School District 916	https://www.916schools.org/
Mentor Minnesota	https://www.mentormn.org/
Metropolitan State University (Metro State)	https://www.metrostate.edu/
Minnesota Humanities Center (MHC)	https://www.mnhum.org/
Minnesota State University - Mankato	https://www.mnsu.edu/
University of St. Thomas	https://www.stthomas.edu/
360 Communities	https://360communities.org/

EMPATHY

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

- **Memorandum of Agreement**

- First established in 1970, the Memorandum of Agreement between the nine member districts of ISD 917 outlines the following (excerpts):
 - Purpose: To jointly and cooperatively deliver educational services through ISD 917 for the benefit of the member districts and students
 - Member Representatives: Each member shall have one representative on the Board who shall be appointed by the school board of such member and shall serve for three years.
 - Board Powers: To function as an entity separate and apart from any of the members in furtherance of their joint interests and intentions; to [support ISD 917] to serve as the best resource of specialized services to ensure that each member district can meet the unique learning needs of its students

- **Nursing Mothers & Lactating Employees**

- To see the legal rights of nursing mothers and lactating employees in Minnesota, click [here](#).
- For those who wish to express breast milk at work, as needed, up to twelve (12) months following the birth of their child, your supervisor should:
 - Provide a space that is in close proximity to your work area.
 - Provide a space that is private and secure (i.e. can be locked from others entering).
 - Provide a space that is clean.
 - Provide a space that has an electrical outlet.
- If you have any questions or concerns regarding your need to express breast milk at work, please reach out to: Benefits@isd917.org

INNOVATION

Ongoing improvement of programs and services.

- **Professional Development**

- Professional development is a cornerstone of innovation, and we encourage our staff members' continuous professional growth. Please review our district [academic calendar](#) and your contract for specific information on district-supported professional development for your position.
- Workshop Week & Professional Development Days:
 - Professional development activities during workshop week and dedicated professional development days are designed to strengthen relationships

among ISD 917 staff while providing individuals and teams with the information, learning, training, resources, etc. needed to effectively meet our job responsibilities, increase collective efficacy, and support positive working and learning environments.

- Professional Learning Communities (PLCs):
 - Collaborative teams of ISD 917 educators learn and work collectively to develop and work toward achieving student-centered goals, assess collective effectiveness based on evidence of student learning, and use results to inform and improve professional practices so all students learn at high levels.
- Mentoring & Cognitive Coaching for Probationary Employees:
 - ISD 917 employees working under the Teacher Contract, Education Support Professionals Contract, or Interpreter Contract will be paired with a continuing contract employee who will serve as a mentor and a continuing contract employee who has been trained as a Cognitive Coach.
- **Professional Pathways**
 - To support our students to have highly qualified educators in their classrooms and to support the personal and professional growth of staff, ISD 917 has a variety of opportunities to assist prospective and current staff to meet hiring and licensing requirements. Additional information will be provided throughout the year about opportunities through the below programs. If you have any questions, please contact brooke.peterson@isd917.org or nicole.flesner@isd917.org.
 - **ITRAC Registered Teacher Apprenticeship Program** - Funded in part by the Special Educator Teacher Pipeline Grant and additional funding from the Minnesota Department of Education, the ITRAC Registered Teacher Apprenticeship Program is the first of its kind program in Minnesota designed to engage Education Support Professionals/ Paraprofessionals in job-embedded learning and related technical instruction to earn a teaching license in Autism Spectrum Disorders (ASD) and Emotional-Behavioral Disorders (EBD) in two years with no tuition costs for the Teacher Apprentice. ISD 917 employees may be eligible for the ITRAC program if they meet the below criteria.
 - At least one year as an Education Support Professional at ISD 917
 - Earned at least 53 college credits (*Tuition assistance may be available to earn these credits.)
 - **Special Education Teacher Tuition Assistance** - Funded by the Special Educator Teacher Pipeline Grant, this program provides up to \$12,600 in tuition assistance and up to \$1,300 in materials and textbooks for ISD 917 teachers who meet one or more of the below criteria to earn disability-specific licenses in Autism Spectrum Disorders (ASD) or Emotional-Behavioral Disorders (EBD).
 - Tier 1 Licensed Special Education Teachers
 - Tier 2 Licensed Special Education Teachers

- General Education Licensed Teachers
 - Education Support Professionals Enrolled in a Special Education Teacher Preparation Program
 - ITRAC Apprentice Needing Additional Goal Area Courses
- **Strengthening Special Educator Pathways** - Funded by the Department of Employment & Economic Development (DEED) Drive for Five Grant, this program is designed to provide workforce development services, work-based learning opportunities, and job placement and retention services for special education educators in Intermediate School Districts who meet the below criteria.
 - At or below 200% of the Federal Poverty Guidelines
 - Individuals of Color
 - Individuals with Disabilities
- **Educator License Renewal**
 - The Continuing Education Committee follows Professional Educator Licensure and Standards Board (PELSB) rules to evaluate continuing education activities and recommend renewal of five-year licenses and the teaching verification needed for initial continuing licensure.
 - Each teacher who is renewing a five year license is required to complete 125 clock hours with specific training in the areas of: positive behavioral interventions; modification, accommodation, or adaptation of curriculum, instruction, or materials for students with special needs; reading preparation; mental illnesses; suicide prevention; cultural competency; and supporting multilingual learners.
 - Learn more at <https://sites.google.com/isd917.org/ceu/home>.
 - Teachers may submit license renewal applications any time after January 1 of the year in which the license expires. Teachers may not teach without a current license or approved PELSB permission/variance. It is the responsibility of every teacher to maintain a current license at all times.
 - See updated teaching licensure information on the [PELSB website](#)
- **Outside/Additional Employment for Licensed Staff**
 - ISD 917 recognizes the right of employees to seek additional employment outside of their district position.
 - In the event a licensed staff person (permanent employee or contracted) seeks employment outside of their position with ISD 917 that requires utilization of their professional license, the licensed staff person must inform their supervisor of this work. Working for another employer that requires an employee to utilize their license and results in an employee's total FTE between the two employers to total beyond a 1.0 full-time equivalent (FTE) or 1480 hours, requires pre-approval from the Minnesota Department of Education (MDE) for the purpose of reporting for funding in the Special Education Data Reporting Application (SEDRA) system.

- Further, per MDE, employees who use their license in working for more than one employer must keep a detailed record of their schedule for submission to MDE to allow review to ensure that contractual obligations for the entities for whom the employee is providing services do not overlap. Failure to take all steps for outside employment may result in MDE refusing to provide funding to one or both of the districts for whom the staff member is working and may impact the employee's compensation and result in disciplinary action, which may include termination of employment.

STEWARDSHIP

Managing financial and human resources carefully and responsibly.

- **Health & Safety**

- Your supervisor will review your site-based Emergency Procedures with you and the staff at your site. In emergency situations, all staff are expected to follow the provided Emergency Procedures. Review the plan for your location and know your role and responsibilities in each situation.
- Your primary responsibility is the safety of your students and yourself. Therefore, you should always conduct yourself in a safety conscious manner and encourage fellow staff to do likewise.
- Your role may require you to be a member of a Crisis Response Team. If so, your supervisor will provide you with additional information about your additional roles and responsibilities.

- **Crisis Management**

- Excerpts from [ISD 917 Crisis Management Policy 806](#)
 - The school district has developed an Emergency Procedures Handbook for each of the sites which provides procedures for responding to a wide range of natural and man-made crisis situations. The handbooks include roles for school district administrators, staff, and community/county agencies in addressing emergencies.
 - The Emergency Handbooks are available for administrator and staff reference in each school/program office.
 - The school district will conduct reviews of this policy and the crisis management plan as required by state and federal law.

- **Bloodborne Pathogens**

- Universal precautions will be observed in the District to prevent contact with blood or other potentially infectious materials. All blood or other potentially infectious material will be considered infectious regardless of the perceived status of the source individual.

- Employees who work in situations where it is reasonably anticipated that skin, eye, mucous membrane or parenteral contact with blood or other potentially infectious materials may result from the performance of the employee's duties, must participate in an annual training session, report exposures, and, upon new hire, sign a district form informing us if you have received or are declining the Hepatitis B immunization.
- Any employee who has an exposure incident, which is contact of blood or other potentially infectious material with the employee's eye, mouth, mucous membrane or non-intact skin (including a human bite), must report the incident to health office staff or to their administrator.
- Additional information is available on our [Plans, Tools, and Forms for Health, Wellness, and Safety webpage](#).
- Possible Exposure to Body Fluids/Bloodborne Pathogen:
 - Follow the guidelines for assessment of possible exposure and post exposure instructions found in the Bloodborne Pathogens Program [Bloodborne Pathogens Control Plan](#) Some forms may need to be completed and returned to the ISD 917 School Nurse. Please read the directions carefully.
- **Student and Staff Illness Protocols**
 - Please refer to the below guidance from our ISD 917 School Nurse in regard to student and staff illness.
 - To help reduce the spread of disease throughout the school, we ask students and staff to stay home from school for the following conditions:
 - Fever of 100.0 or greater, remain at home until 24 hours after the fever returns to normal without fever-reducing medication.
 - Vomiting and/or diarrhea, remain at home until 24 hours after the last episode.
 - Cold symptoms such as a new cough, congestion, nasal drainage, sore throat, decreased appetite, interrupted sleep, and fatigue. We recommend checking with your physician before returning to school.
 - Undiagnosed rash until consulting with your physician.
 - Red eyes with drainage until consulting with your physician.
 - In Addition:
 - Remain at home for 24 hours after the first dose of antibiotics are started.
 - Students should be able to fully participate in school activities when they return
 - Please report any communicable illness such as measles, chicken pox, pink eye, strep throat, COVID-19, influenza or ringworm to your child's licensed school nurse.

- **Work-Related Accident Reports and Workers' Compensation**
 - Any employee sustaining an injury as part of fulfilling a job responsibility should *immediately* report the accident or injury to their supervisor. The employee must:
 - Call 911 in an emergency.
 - Call the Nurse Care Line (844-847-8708),
 - Complete the [Mandatory Incident Report for Staff and Information and Privacy Statement forms](#)
 - Forward the forms to Amy Alexander (Administrative Assistant for the Executive Director of Business Services) at amy.alexander@isd917.org within 24 hours of the incident. Employees who need medical treatment should seek treatment at a facility of their choice.
 - For any medical appointments, work with your workers' compensation representative.
 - The employee must return a workability report stating their restrictions or clearance to return to full duties filled out by their medical provider to their supervisor and Amy Alexander (Administrative Assistant for the Executive Director of Business Services) at amy.alexander@isd917.org before returning to work.
 - For additional information, see our [Worker's Compensation webpage](#).
- Excerpts from [ISD 917 Students and Employees with Sexually Transmitted Infections and Diseases and Certain Other Communicable Diseases and Infectious Conditions Policy 420](#)
 - Students with communicable diseases shall not be excluded from attending school in their usual daily attendance setting so long as their health permits and their attendance does not create a significant risk of a transmission of illness to students or employees of the school district. Employees with communicable diseases shall not be excluded from attending to their customary employment so long as they are physically, mentally and emotionally able to safely perform tasks assigned to them and so long as their employment does not create a significant risk of the transmission of illness to students, employees, or others in the school district.
- **Working with Students**
 - ISD 917 is here to serve students and their families, and we take pride in the professionalism of our staff. At all times, staff members must maintain personal and professional boundaries with students.
 - **Student Handbooks**
 - All ISD 917 staff members should know and enforce the policies and procedures outlined in the ISD 917 Student Handbooks for their programs.
 - [2025-2026 Special Education Student & Family Handbook](#)
 - [2025-2026 Secondary Education Student & Family Culture Guide/Handbook](#)

- **Student Supervision**
 - Teachers and their assistants are responsible for the education and supervision of students at all times. Appropriate hand-offs must be communicated clearly among staff.
- **Wellness**
 - Excerpts from the [ISD 917 533 Wellness Policy](#):
 - The school board recognizes that nutrition promotion and education, physical activity, and other school-based activities that promote student wellness are essential components of the educational process and that good health fosters student attendance and education.
 - The school environment should promote students' health, well-being, and ability to learn by encouraging healthy eating and physical activity.
- **Learning & Working Environment Free from Harassment and Violence**
 - Excerpts from [ISD 917 School Board Policy 413: Harassment and Violence](#)
 - The school district seeks to maintain a learning and working environment that is free from harassment and violence on the basis of race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, including gender identity or expression, and disability. It prohibits any form of harassment or violence against a student, teacher, administrator, or other school district personnel and will act to investigate all complaints and discipline or take appropriate action against anyone who violates this policy.
- **Employee-Student Relationships**
 - Excerpts from [ISD 917 School Board Policy 423: Employee-Student Relationships](#)
 - The school district is committed to an educational environment in which all students are treated with respect and dignity. ISD 917 employee-student relationships are governed by Policy 423 at all times, whether on or off duty and on or off of school district locations. All students will be treated with respect, courtesy and consideration, and in a professional manner. All employees must be mindful of their authority and influence over students. Sexual relationships between school district employees and students, without regard to the age of the student, are strictly forbidden and may subject the employee to criminal liability.
- **Student Discipline**
 - [ISD 917 Student Discipline Policy 506](#) outlines a Code of Student Conduct and permissible actions for progressive discipline. Staff members are encouraged to speak with their supervisor prior to administering disciplinary measures.
 - Excerpts from [ISD 917 Student Discipline Policy 506](#)

- All students are entitled to learn and develop in a setting which promotes respect of self, others, and property.
- Students must conduct themselves in an appropriate manner that maintains a climate in which learning can take place.
- The position of the school district is that a fair and equitable district-wide student discipline policy will contribute to the quality of the student's educational experience.
- All school district personnel shall be responsible for contributing to the atmosphere of mutual respect within the school. Their responsibilities relating to student behavior shall be as authorized and directed by the superintendent.
- Professional Crisis Management (PCM) and Ukeru - Many of our Special Education staff members receive specialized training in [PCM](#) and/or [Ukeru](#) to support the safety of students and staff during crisis situations. Your supervisor will provide further details if this training is necessary for your position.
- **Search of Student Lockers, Desks, Personal Possessions, & Person**
 - [ISD 917 Policy 502 Search of Student Lockers](#) outlines policies for ISD 917 school officials. Included in this policy are the following:
 - School lockers and desks are the property of the school district and can be inspected at any time by school officials for any reason, at any time, without notice, without student consent, and without a search warrant.
 - The personal possessions of students and/or a student's person may be searched when school officials have a reasonable suspicion that the search will uncover a violation of law or school rules. The search will be reasonable in its scope and intrusiveness.
 - "Contraband" means any unauthorized item possession of which is prohibited by school district policy and/or law.
 - School officials will always strive to maintain sensitivity and respect in administering this policy. Searches will be completed in a manner that minimizes student embarrassment and disruption of the school day.
- **Bullying Prohibition**
 - [ISD 917 Bullying Prohibition Policy 514](#) outlines the general statement of policy, definitions, reporting procedure, school district action, prohibition of retaliation or reprisal, training and education, and notice requirements regarding the prevention of bullying and actions to investigate, respond to, and remediate and discipline for those acts of bullying which have not been successfully prevented.

- **Staff Notification of Violent Behavior By Students**
 - [Intermediate School District Policy 529 Staff Notification of Violent Behavior by Students](#) provides information on: 1) the circumstances in which data should be provided to classroom teachers and other school staff members with legitimate educational interest about students with a history of violent behavior, and 2) procedures for staff notification.
- **Use of Peace Officers and Crisis Teams to Remove Students with IEPs from School Grounds**
 - Excerpts from [ISD 917 School Board Policy 532 Use of Peace Officers and Crisis Teams to Remove Students with IEPs from School Grounds](#):
 - The school district is committed to promoting learning environments that are safe for all members of the school community. It further believes that students are the first priority and that they should be reasonably protected from physical or emotional harm at all school locations and during all school activities. In general, all students, including those with IEPs, are subject to the terms of the school district's discipline policy.
 - If the behavior of a student with an IEP escalates to the point where the student's behavior endangers or may endanger the health, safety, or property of the student, other students, staff members, or school property, the school building's crisis team may be summoned. The crisis team may attempt to de-escalate the student's behavior by means including, but not limited to, those described in the student's IEP and/or Positive Behavior Support Plan. When such measures fail, or when the crisis team determines that the student's behavior continues to endanger or may endanger the health, safety, or property of the student, other students, staff members, or school property, the crisis team may remove the student from school grounds. If the student's behavior cannot be safely managed, school personnel may call 911.
 - If a student with an IEP is restrained or removed from a classroom, school building, or school grounds by a peace officer at the request of a school administrator or school staff person during the school day twice in a 30-day period, the student's IEP team must meet to determine if the student's IEP is adequate or if additional evaluation is needed.
 - The fact that a student with an IEP is covered by special education law does not prevent state law enforcement and judicial authorities from exercising their responsibilities with regard to the application of federal and state law to crimes committed by a student with an IEP.

- **Mandated Reporting**
 - Excerpts from [ISD 917 Mandated Reporting of Child Neglect or Physical or Sexual Abuse Policy 414](#)
 - Per MN Statute, all ISD 917 school personnel are mandated reporters of suspected child neglect or physical or sexual abuse. A violation of this policy occurs when any school personnel fails to immediately report instances of child neglect or physical or sexual abuse when the school personnel knows or has reason to believe a child has been neglected or physically or sexually abused within the preceding three years.
- **Student Injury/Accident**
 - Any employee with knowledge of an injury to any student is required to notify a school nurse or administrator as soon as possible. The student injury/accident report form is to be completed. If the injury was the result of student behavior, an additional form may be required.
 - Per ISD 917 Licensed School Nurse discretion, the student injury report form may need to be sent to the Business Office in order to be processed with the insurance company.
- **SafeSchools Training**
 - [Chapter 122A](#) of the Minnesota statutes requires school district employees to conduct annual training activities. ISD 917 uses the [SafeSchools](#) system for online training.
 - ***Every staff member is required to complete SafeSchools courses during work hours before October 31st of each school year.*** If you choose to take a SafeSchools course outside of normal work hours, it will be on your own time and will not be eligible for timesheet payment. Mandatory courses may include:
 - Sexual Harassment
 - Bloodborne Pathogens
 - Workplace Bullying
 - Staff Handbook
 - Various health-related courses
 - In addition to the above courses, your supervisor may assign you additional courses that pertain to your job.
 - The teachers' Relicensure Committee has agreed that one clock hour of continuing education credit will be granted for the completion of each SafeSchools course. The District does not require you to print off your certificate, as we keep digital records of your course completion. If you plan to use these trainings for continuing education credits, you are responsible for printing the certificate from SafeSchools.
 - You must complete all sections of each assigned course, and you must pass each quiz with a minimum score of 80%. You may repeat the quiz as many times as you need to pass the assessment.

- To access SafeSchools:
 - An email will be sent to your ISD 917 email address with the required courses for you to complete.
 - Once logged into our website with your ISD 917 Google credentials, you can access SafeSchools through the [Teaching & Learning page](#) on our website.
- For questions on SafeSchools, contact Amy Alexander at 651-423-8229 or email amy.alexander@isd917.org.
- **AlertUs Mobile App**
 - At the DCTC site, we use the AlertUs mobile app to send campus alerts directly to your phones and mobile devices. We ask every staff member working at this site to download this app to their mobile device.
 - Directions for set-up:
 - From the Apple App Store or Google Play, download the ALERTUS app.
 - Enter our campus organizational code: *dctcihcc*
 - Enter your *@isd917.org* email address
 - Verify your email address by confirming the email sent to you by AlertUs
 - Select DCTC to receive DCTC alerts
- **School Safety Drills and Emergency Evacuation of Buildings**
 - School Safety Drills: In accordance with [MN Statute 121A.07](#), all educational institutions are required to have a minimum of one tornado, five lockdown, and five fire drills at each school site each school year.
 - Each instructor will inform their students of the exit or exits that are to be used in emergency situations. It is the responsibility of the instructor to become familiar with the evacuation routes and assist their students in safe evacuation procedures. Please see your administrator for the evacuation chart and proper route to exit if there is an emergency and/or drill. Everyone must evacuate the building when the alarm sounds.
 - See your site-based Emergency Procedures for additional information.
- **Indoor Air Quality**
 - Indoor air quality includes but is not limited to temperature, ventilation and air pollutants in school buildings. The School District has an [Indoor Air Quality Management Plan](#) managed by Melissa Torres, Executive Assistant to the Superintendent and School Board. The purpose of the plan is to proactively manage indoor air and provide a healthy and safe indoor environment for students, staff, and community. Staff who have concerns about indoor air quality should direct them to their administrator. They can also complete an [Indoor Air Quality Complaint Form](#). The administrator, building custodian, IAQ Coordinator may be involved in an investigation of the concern.

- **Allergens and Chemical Sensitivity**

- Fragrances/Scents: Exposure to fragrances and other scents can cause sensitive people to experience upper respiratory irritation, asthma, headaches, and other symptoms. ISD 917 requests that all school and work spaces remain free of scented products, including personal care products, strong smelling cleaning supplies, air fresheners, etc.
- Latex: Due to student and staff allergies, it is recommended that latex not be brought into schools or work spaces. This includes non-mylar balloons.
- Food: Due to potentially life-threatening allergies, it is highly recommended that no peanut or nut-containing products be present in common eating areas.

- **Smoking Restrictions**

- Per [ISD 917 Tobacco Prohibition Policy 419](#) and [ISD 917 Drug-Free Workplace/Drug-Free School Policy 418](#), smoking is not permitted in the Main Campus DCTC building, grounds, or any building or vehicle owned/leased by Intermediate School District 917. Please check with your administrator as to smoking restrictions for the building in which you work. Smoking cessation programs may be available through ISD 917 health insurance programs.

- **Drug-Free Workplace/Schools**

- Per [ISD 917 Drug-Free Workplace/Drug-Free School Policy 418](#), the use of alcohol, toxic substances, medical cannabis, and controlled substances without a physician's prescription, as well as paraphernalia associated with controlled substances, is prohibited before, during, and after school hours at school or in any other school location.
- [ISD 917 School Board Policy 417 Chemical Use and Abuse](#) outlines expectations for the school district to provide students and employees with an instructional program to prevent chemical abuse and dependency. It also provides a protocol for reporting chemical use and abuse.

- **Weapons**

- Excerpts from [ISD 917 Policy 501 School Weapons](#):
 - No student or nonstudent, including adults and visitors, shall possess, use or distribute a weapon when in a school location except as provided in this policy. The school district will act to enforce this policy and to discipline or take appropriate action against any student, teacher, administrator, school employee, volunteer, or member of the public who violates this policy.
 - No person shall possess, use or distribute any object, device or instrument having the appearance of a weapon and such objects, devices or instruments shall be treated as weapons including, but not limited to, weapons listed above which are broken or non-functional, look-alike guns; toy guns; and any object that is a facsimile of a real weapon.

- No person shall use articles designed for other purposes (i.e., lasers or laser pointers, belts, combs, pencils, files, scissors, etc.), to inflict bodily harm and/or intimidate and such use will be treated as the possession and use of a weapon.
 - “School Location” includes any school building or grounds, whether leased, rented, owned or controlled by the school, locations of school activities or trips, bus stops, school buses or school vehicles, school-contracted vehicles, the area of entrance or departure from school premises or events, all locations where school related functions are conducted, and anywhere students are under the jurisdiction of the school district.
- **Emergency Closings**
 - Emergency closings will be communicated to staff, students, and families via direct email, phone, text, and/or website post.
 - The unique nature of our district means that, on occasion, some sites will be closed and others will be open.
 - Directions for staff are outlined in [Intermediate School District 917 Policy 820 Provisions for the Closing of Schools Due to Inclement Weather or Other Exigency](#)
- **Transportation**
 - Many of you drive as part of your position with the district. For some, you drive your personal vehicle; for others, you drive a district vehicle.
 - Student transportation in ISD 917 is governed by [ISD 917 Student Transportation Policy 709](#). All drivers must abide by federal, state, and local motor vehicle regulations, laws, and ordinances, as well as ISD 917 Policy 709.
 - If an employee has two texting violations in the last three years, they will be ineligible to drive for work purposes. Texting and driving is deemed as dangerous by our insurance carrier as drinking and driving. Please be safe, and don't text and drive!
- **Parking**
 - Free parking is available at all ISD 917 sites for staff members.
 - Staff who work at multiple ISD 917 and/or member district sites should contact their supervisor for information on parking at those locations.
 - At DCTC:
 - For ISD 917 staff working in the ISD 917 Administrative Offices and educational programs located inside of Dakota County Technical College (DCTC), there are both free and paid options.
 - Free parking: Parking is available in the West lot of the DCTC building and the lot on the East side of the DCTC building that is closer to the building than the designated ISD 917 lot.
 - Paid parking: DCTC holds a lottery for designated stalls in the gated lot on the North side of the DCTC building at a yearly fee (2025-2026 lottery date and price are yet to be determined). For information on the

DCTC gated lot lottery or to enter your name into the lottery, please contact Amy Alexander at Amy.Alexander@isd917.org or 651-423-8229.

- If an ISD 917 staff member whose work site is not at DCTC and is attending a meeting of short duration (two hours or less), you may park in the visitor lot North side of the DCTC building, if space is available.
- If you are visiting the DCTC site, please park in the East parking lot furthest from the DCTC building. It is designated for Intermediate School District 917 use.

- **Visitors**

- [ISD 917 Policy 903 Visitors to School District Buildings and Sites](#) outlines district policies regarding visitors, including students participating in post-secondary enrollment options (PSEO).
- Excerpts from [ISD 917 Policy 903 Visitors to School District Buildings and Sites](#):
 - The school board encourages interest on the part of parents and community members in school programs and student activities. The school board welcomes visits to school buildings and school property by parents and community members provided the visits are consistent with the health, education and safety of students and employees and are conducted within the procedures and requirements established by the school district.
 - The school board reaffirms its position on the importance of maintaining a school environment that is safe for students and employees and free of activity that may be disruptive to the student learning process or employee working environment.

- **Human Resources, Payroll, & Benefits Information**

- **Contracts/Master Agreements**

- Master Agreements for all collective bargaining units can be found on the website at [Union Contracts](#).

- **Job Postings**

- Job vacancies are posted on the District's website via the Frontline (aka AppliTrack) applicant tracking system at <https://www.applitrack.com/isd917/onlineapp/default.aspx?all=1>.
- Internal candidates for a position should submit a letter of interest and an updated application via Frontline (formerly Applitrack). Some bargaining units have specific criteria to be considered. Employees should check their collective bargaining agreement for more information. Successful candidates must provide official transcripts and proof of licensure, if in a position for which a license is required.
- Names of applicants shall be private data except when certified as eligible for appointment to a vacancy or when applicants are considered to be finalists for a position. Finalist means an individual selected for an interview prior to selection. The following personnel data that is collected on current and former applicants is

public: veteran's status, relevant test scores, job history, education and training, and work availability.

- **Background Checks**

- Per [ISD 917 Employment Background Checks Policy 404](#), the school district will seek a criminal history background check for applicants who receive an offer of employment with the school district or such other background checks as provided by this policy. The school district may also elect to do background checks of volunteers, independent contractors and student employees in the school district.

- **District Identification**

- All school district personnel are required to have and to wear a photo ID when working at or visiting a school site during student-contact hours. Employees who have lost or damaged their ID cards (\$10 replacement fee) or have had a name change should arrange for a replacement.
- District Photo Identification cards are taken at Dakota County Technical College in the District Administrative Office. Please contact Nicole Flesner, Director of Human Resources, at nicole.flesner@isd917.org for assistance.
- Some ISD 917 sites may require additional badges. If so, your supervisor will let you know.

- **Paychecks**

- Payroll checks are distributed through direct deposit to employees' bank accounts on the 15th and the last day of each month, or the day prior to a weekend or holiday, which includes the normal payroll date.
- Additions or changes to direct deposit must be submitted via [paper form](#) with supporting account verification documentation to Audrey Weiler, Payroll Specialist, in the Business Office. Additional information is available on our [Business Services webpage](#) under For Staff.
- To view and/or print your paystubs, follow the directions for the EAC on the upcoming page.
- Payroll checks must be picked up in-person at the ISD 917 Business Office on pay day. They will not be mailed.

- **Timesheets & Laserfiche**

- Staff who are required to submit timesheets regularly or for extra duty/work at ISD 917 will do so through our [Laserfiche](#) system. If you have any questions, please contact your supervisor.

- **Employee Access Center: Pay Information System**

- Intermediate School District 917 has adopted the [eFinancePlus Employee Access Center \(EAC\)](#) system to provide employees with all information regarding your pay stub, leave balances, personal information (address, phone number, etc.), tax withholdings, W-2s, and other information on a secure website. You can access,

change, and print information from any computer, anytime, anywhere (though specific browsers may be needed).

- To access your information on the EAC:
 - Click or enter <https://isd917-efp.sourcewell.org/employeeaccess>
 - Your User ID is your ISD 917 email address (firstname.lastname@isd917.org)
 - Your initial User Password is the last four digits of your social security number (SSN)
 - You will be required to change your password upon logging in for the first time. New Passwords require eight alphanumeric characters with at least one special character.
 - You will also be asked to set up three security questions out of 10 predetermined questions.
- If you have any questions, please contact:
 - Human Resources at HR@isd917.org or 651-423-8206.
 - Audrey Weiler, Payroll Specialist at Audrey.Weiler@isd917.org or 651-423-8245

- **Absence Reporting & Leave Requests**

- All absence reporting is completed through [Frontline](#).
- You will receive an email invitation from Frontline with Frontline login and password set-up information.
- Please consult your employment contract for information regarding your available leave.

- **Superintendent Extended Absence**

- In the extended absence of the Superintendent due to illness or incapacitation, the Executive Director of Student Services (who must have a valid Minnesota Superintendent's license) will become the Acting Superintendent, in alignment with our ISD 917 Organizational Chart. At the succeeding Board meeting(s), the Board will review district needs to determine if any more permanent changes are necessary. The Board Chair will work in collaboration with Board members, the Superintendent and/or district leadership to determine future actions.

- **Resignations**

- The more notice that an employee can provide the District about their departure plans, the better. Standard expectation for support/unlicensed positions is at least two weeks' written notice to your supervisor, however, some contracts require more notice or have specific timelines.
- As per [Minnesota Statute 122A.40](#), subdivision 7, licensed staff working under the Teacher contract on a continuing contract with the District are required to submit their written resignation prior to April 1. If an agreement for the terms and conditions of employment for the succeeding school year has not been adopted prior to March 1, the teacher's right to resign extends to the 30th calendar day following School Board adoption of the collective bargaining agreement. If an

agreement for the terms and conditions of employment for the succeeding school year has not been adopted prior to the end of the last agreement (June 30), the teacher's right to resign for the upcoming school year ends on July 15th.

- Teachers who do not submit their resignations in a timely manner may not be released from their contracts.

- **Earned Sick and Safe Leave (ESSL)**

- Effective 1/1/24, Minnesota's earned [sick and safe time law](#) requires employers to provide paid leave to employees who work in the state. Sick and safe time is paid leave, at the employee's hourly rate, that employers must provide to employees for certain reasons, including when an employee is sick, to care for a sick family member, or to seek assistance if an employee or their family member has experienced domestic abuse.
- ISD 917 provides yearly paid leave to employees in the form of Paid Time Off (PTO) or Sick Leave. Please refer to your bargained contract or individual contract to determine which paid leave you are eligible for.
- How much sick and safe leave (ESSL) can employees earn?
 - An employee earns/accrues one (1) hour of sick and safe time for every 30 hours worked and can earn a maximum of 48 hours each year up to a total of 80 hours.
 - Intermediate School District 917 has provided paid leave to employees each school year (July - June) that exceeds the hours required by the state. Unused ESSL rolls over into a sick leave bank that can be accrued and used in the future.
- **To review various reasons employees may use ESSL time, Click [HERE](#)**
- **To review which family members can ESSL be used for, Click [HERE](#)**
- Prior to the 2023-2024 school year, Intermediate School District 917 has recognized employee's needs to take off work using paid sick leave or PTO. As a school district, student-facing employees have not been required to use leave for closure of a workplace due to weather or public emergency, but have been paid for such closures. Once a certain number of days have been reached for weather-related closures, the district has historically required student-facing employees to make up time due to student contact requirements from the state. If required to work on a school closure day, employees may use ESSL.
- Yearly distribution of paid leave that aligns with the requirements for ESSL will occur as it has been in years past, with the year beginning in July and ending the following June.
- The total number of earned sick and safe time hours available for use, as well as the total number of earned sick and safe time hours used, will be available on each

paycheck statement starting in July 2025 with the new school year and in ISD 917's attendance tracking/reporting system: Frontline.

- In compliance with the law, ISD 917 continues to require advanced notice of the use of paid leave, per the requirements outlined in each employment contract.
- ISD 917 can also require employees to provide documentation of the reason for the absence if more than two (2) consecutive days of ESSL are used.
- Employees must enter their absences and use of ESSL into Frontline, but are NOT required to find a sub before its use. All absences using paid leave are paid at the same hourly rate employees earn from employment/standard work hours.
- To use your ESSL in Frontline (attendance tracking system):
 - Teachers, licensed staff, BCBAs, MPH Coordinators, and Intake Coordinators:
 - Select “PTO > Sick & Safe (ESSL)”
 - All other employees without PTO leave in their contract:
 - Select “Sick > Sick & Safe (ESSL)”
 - You may use ESSL for all or part of a day, depending on need.
 - For additional information: Benefits@isd917.org or <https://www.dli.mn.gov/sick-leave>
- Retaliation & Right to File a Complaint
 - It is against the law for an employer to retaliate, or to take negative action, against an employee for using or requesting ESSL or otherwise exercising their earned sick and safe time rights under the law. If an employee believes they have been retaliated against or improperly denied earned sick and safe time, they can file a complaint with the Minnesota Department of Labor and Industry. They can also file a civil action in court for earned sick and safe time violations.
 - As leaders and staff become accustomed to this new leave, please reach out to the Director of Human Resources (nicole.flesner@isd917.org) or Benefits@isd917.org if you have any concerns regarding your request or use of ESSL.

- **Employee Benefits**

- Insurance Coverage
 - Employees who wish to enroll in benefits through the district must enroll online through the District's benefits enrollment platform, Apprize. Any employee who does not enroll in their new hire window will default to not enrolling in coverage outside of district provided benefits.
 - You are eligible for benefits on the first day of the month following your date of hire, unless your hire date is the first working day of the month. If hired on the first working day of the month, benefits go into effect on the first working day of the month when you sign up for coverage.

- Open enrollment for the next calendar year occurs in late October through early November.
- Tax Sheltered Annuities and Deferred Compensation Plan
 - Per ISD 917 Tax Sheltered Annuities and Deferred Compensation Plan, any employee may participate in qualified tax deferred annuity and tax deferred compensation plans via a salary reduction agreement.
 - Forms and information are available on our website [here](#):
 - Employees may use a district approved 403b/457 Plan Provider. Employees may change their contributions at any time by submitting a new salary reduction [form](#). This change will take place as close to the requested change date as possible but may take approximately 30 days after submission of the form. Employees must comply with the IRS rules regarding the amount that may be deferred to a tax-sheltered annuity or tax-deferred compensation plans. Employees may be eligible under their contract for a matching contribution to a tax-deferred annuity or deferred compensation plan.
 - Individuals should consult applicable Master Agreements for specific benefits for their employee group.
- Direct Deposit
 - In accordance with [MN Statute section 471.426](#), ISD 917 requires all district employees to sign up for direct deposit. All documentation for direct deposit must be submitted in paper-form with account verification for security reasons. The District does not accept direct deposit changes over email or phone. Please submit the change form for direct deposit at least three (3) weeks before the intended change. It is recommended that employees do not close your previous account prior to confirming that your pay will be deposited into the new account. Click here for the [Direct Deposit Enrollment Form](#).
- Employee Assistance Program
 - All of us experience times when a personal problem or crisis affects the way we function at work and home. ISD 917 has partnered with a vendor to provide FREE, confidential assessment, short-term counseling, referral, and follow-up for you and your family.
 - A licensed counselor will assist you in assessing your situation, finding options, making choices, or locating further help. The program provides help in many areas including relationship issues, alcohol and other drug problems, work concerns, loss and grief, financial and legal concerns, depression, anxiety, and many other life challenges.
 - See our [Employee Assistance webpage](#) for more information.

- Purchasing & Reimbursement

- **Purchasing**

- To protect the legal and financial interests of the District, all commitments to supplies for goods or services are made through written purchase orders and contracts issued by the Purchasing Department.
- All procurements are to be made in compliance with applicable federal, state and local law, directives and executive orders. Compliance with the requirements of the [Uniform Municipal Contracting Law](#) is specifically the responsibility of the Purchasing Office.
- ISD 917 is not responsible for purchases made by employees or individuals associated with the school district who do not have prior approval and fail to follow general purchasing guidelines.
- Purchasing Guidelines
 - When are quotes needed for purchasing?
 - Under \$999.00 no quotations are needed.
 - \$1,000 to \$24,999 two written quotes are required by the purchasing department
 - \$25,000 to \$174,999 three written quotes are required by the purchasing department.
 - Any purchase of \$175,000 or greater must follow formal Sealed Bid guidelines:
 - Advertising for Bid (two-weeks prior to opening date) must include time, place of bid, detailed description of item, or project, where to acquire bid forms, who to contact with questions and where to send the bid envelope
 - Bid bond requirement at time of bid opening. Afterward, payment and performance bonds, certificate of insurance and signed contract are required. Bids must be kept on file along with the bid tabulation and proof of school board approval.
- Purchasing Process
 - Ensure the purchase or contract for goods or services is within the approved budget.
 - Complete a [Purchase Requisition Form](#).
 - Employee completes a purchase requisition form for goods or services needed and attaches all supporting documentation necessary to place the order or service required.

- Employee forwards completed requisition to their supervisor for approval and any additional routing, then the requisition is forwarded to the Purchasing Department.
- The purchase requisition is carefully reviewed by the Buyer, Barb Schmitz (barbara.schmitz@isd917.org) for the following:
 - All necessary signatures
 - Appropriate budget codes
 - Dollar amount (see Guidelines above);
 - If the vendor has already been set up, or needs to be set up, which would include the following: Business name, address, telephone and fax number, e-mail address and completed W-9 form
 - Requisition data entered electronically into the E-Finance system, creating a Purchase Order
 - Purchase order and encumbrance summary is processed by Purchasing Department
 - Purchase order is placed to vendor, via fax, e-mail, internet, postal service or confirmed by phone
 - Orders are shipped to DCTC warehouse unless other is indicated on purchase requisition
 - Once order has been received, packing slips are initialed by requisitioner and sent to Accounts Payable.
- **Expense Reimbursement**
 - If you have work expenses (i.e., mileage) which are authorized by [ISD 917 Policy 412 Expense Reimbursement](#) district policy and approved by your supervisor, fill out the [2025 Mileage Reimbursement Form](#) and submit it to your supervisor.
 - You can find additional information and forms on the [Business Services webpage](#)
 - All employee reimbursements will be paid on the 3rd Thursday of each month. This will include expenses from Mileage Reports, Check Requests, etc.
 - All receipts and proper documentation referencing the expense must be submitted by the Friday before the payout. The original receipts need to be submitted.
 - If there are staff members or students included in the expense, such as expenses for field trips, a list of attendees is needed.
 - Timeliness for submitting reimbursement requests for expenditures along with proper documentation is critical. Any expenditures turned in after 60 days from the occurrence date are reported as taxable income as required by the IRS.

- **Gifts**

- Excerpts from [ISD 917 Acceptance of Gifts Policy 706](#)
 - It is the policy of this school district for the school board to accept gifts only in compliance with state law. If the school board agrees to accept a gift, it shall be the property of the school district unless otherwise provided in the agreed upon terms.

COMMUNICATION

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

- **Directory Information**

- Staff member contact information is available on our [website](#) “Contact Us” Quick Link.
- School Board member contact information is available at https://www.isd917.org/about/school_board/school_board_members.
- Student and family contact information is available in Infinite Campus.

- **Website**

- Our website is updated regularly on an ongoing basis. Please forward questions, content, and/or concerns to melissa.torres@isd917.org.
- School Board directory information, policies, and meeting dates, agendas, and minutes can be found at https://www.isd917.org/about/school_board.
- Academic program Information can be found at <https://www.isd917.org/programs>.
- The [For 917 Staff](#) section at https://www.isd917.org/for_917_staff (which requires you to log in with your ISD 917 Google credentials) houses many forms and informational resources for staff.
- Healthy Learning information can be found at <https://www.isd917.org/covid-19>.

- **Communications with Staff**

- Superintendent Monthly Update:
 - 2nd Wednesday of each month (or soon after monthly Board meeting): Staff will receive an emailed update from the Superintendent’s office, including Board Notes that summarize discussions and decisions from the monthly Board meeting. This update is focused on information staff need to know.
- Executive Director of Student Services:
 - 3rd Thursday of each Month: Each month, a district- wide Smore newsletter is sent to staff with updates from Special Education and Teaching and Learning. This newsletter is focused on information to support students.

- **Communications with Students & Families**

- Ongoing Communications:
 - Instructors will contact parents on a regular basis regarding their child's program. Parents are encouraged to reach out to teachers before or after the school day via phone if possible or using email. Students are generally only allowed to make phone calls in emergency situations. A student must receive permission from the classroom teacher before being permitted to use the phone. If a parent needs to talk with a child during the school day, office staff will assist parents in reaching or delivering a message to the student.
- Conferences/Open Houses/Engagement Nights:
 - Conferences/Open Houses/Engagement Nights provide a time for staff to connect with students and their families regarding academic and social-emotional progress and performance as well as college &/or career readiness. Site leaders will provide additional information on details and logistics.

- **Confidentiality**

- Confidentiality is one of the most critical and important aspects of your job at ISD 917. This topic falls under [federal legislation](#), Minnesota state legislation, and ISD 917 policies. These include, but are not limited to, [Family Educational Rights and Privacy Act \(FERPA\)](#), [Chapter 13: Government Data Practices](#), and numerous [ISD 917 School Board Policies](#).
- Follow these guidelines where issues of confidentiality are concerned:
 - Never refer to students by name outside of the school setting or with other parents.
 - Do not share specific information about an individual's program or unique needs outside of the school setting, especially while in the community or when speaking with friends and relatives.
 - Take questions you have about school district policies on confidentiality to your administrator.
 - Access individual records for the sole purpose of being more effective in your work with the student.
 - Go through the proper channels to access confidential information. Make sure you are authorized to do so.
 - Speak and write responsibly when passing on information. Be aware of who might hear you or read what you have written.
- It is your legal and ethical responsibility to observe both the rights of students, families, and staff, with or without disabilities, in regard to data privacy.

- In addition to the guidelines and requirements outlined in the above, we require all ISD 917 staff members to follow the below guidelines. If you have any questions about the below or about confidentiality, please contact your supervisor.
- Excerpts from [ISD 917 Public and Private Personnel Data Policy 406](#)
- All data on individuals collected, created, received, maintained or disseminated by the school district, which is classified by statute or federal law as public, shall be accessible to the public pursuant to the procedures established by the school district. All other data on individuals is private or confidential.
- Excerpts from [ISD 917 Protection and Privacy of Pupil Records Policy 515](#)
- The school district recognizes its responsibility in regard to the collection, maintenance, and dissemination of pupil records and the protection of the privacy rights of students pursuant to the requirements of [20 U.S.C. § 1232g, et seq., \(Family Educational Rights and Privacy Act \(FERPA\)\) 34 C.F.R. Part 99](#) and consistent with the requirements of the [Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13](#), and [Minnesota Rules Parts 1205.0100-1205.2000](#).
- “Legitimate educational interest” includes an interest directly related to classroom instruction, teaching, student achievement and progress, discipline of a student, student health and welfare, and the ability to respond to a request for education data. It includes a person’s need to know in order to: Perform an administrative task required in the school or employee’s contract or position description approved by the school board; Perform a supervisory or instructional task directly related to the student’s education; Perform a service or benefit for the student or the student’s family such as health care, counseling, student job placement, or student financial aid; or Perform a task directly related to responding to a request for data.
- Excerpts from [ISD 917 Policy 722 Public Data Requests](#)
- The school district will comply with the requirements of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13 (MGDPA), and Minn. Rules Parts 1205.0100-1205.2000 in responding to requests for public data. All requests for public data must be made in writing directed to the ISD 917 Superintendent.
- Excerpts from [ISD 917 Protection and Privacy of Student Records Policy 515](#)
- The school district recognizes its responsibility in regard to the collection, maintenance, and dissemination of pupil records and the protection of the privacy rights of students as provided in federal law and state statutes.
- “Directory information” means information contained in an education record of a student which; would not generally be considered harmful or an invasion of privacy if disclosed. It includes, but is not limited to: the student’s name; date of birth; major field of study; dates of attendance; grade level; enrollment status (i.e., full-time or part-time); participation in officially recognized activities and sports; weight and height of members of athletic teams; degrees, honors and awards received; and the

most recent educational agency or institution attended. It also includes the name of the student's parent(s).

- Excerpts from [ISD 917 Subpoena of a School District Employee Policy 408](#)
- The MN Government Data Practices Act (MGDPA) classifies all educational data, except directory information, as private data on individuals. It also states that private data on individuals may not be released, except pursuant to informed consent by the subject of the data or a parent/guardian of the subject of the data is a minor, or pursuant to a valid court order. A subpoena is not a court order under the MGDPA. Any employee who receives a subpoena for any purpose related to employment is to inform the building administrator or designated supervisor when the employee receives the subpoena. The building administrator or designated supervisor shall immediately inform the superintendent that the employee has received a subpoena.

- **Technology for Communication**

- **Acceptable Use of Technology, Equipment, & Materials**

- As a staff member of ISD 917, you will use a variety of technology, equipment, and materials in your work.
- Student and employee acceptable use of district computer systems and the internet, including electronic communications, is outlined in [ISD 917 Internet Acceptable Use and Safety Policy 524](#).
 - Excerpts from [ISD 917 Internet Acceptable Use and Safety Policy 524](#)
 - The school district technology system has a limited educational purpose, which includes use of the system for classroom activities, educational research, and professional or career development activities.
 - No user has any right or expectation of privacy in anything that is created, sent, received, or stored on ISD 917-owned software or software.
 - See the above policy for specific unacceptable activities.

- **Google Suite: Gmail (email), Google Calendar, Contacts, etc.**

- Your ISD 917 Google and Gmail account will be set up by the Technology Department within one week of your start date and upon communication that all new hire employment paperwork has been received by the Human Resources department.
- To access your ISD 917 email:
 - Go to google.com → click Gmail on the top right
 - Make sure you are signed out of any other Google accounts, then log in to Gmail your isd917.org account
 - Your username is: legalfirstname.lastname@isd917.org
 - Your password for the initial login is: Winter-17

- Upon first login, you will be asked to change your password.
- The same username and password will give you access to multiple Google apps.
- To setup Gmail, Google Calendar, and Google Contacts on your cell phone:
 - Launch Settings from your Home screen
 - Click Mail, Contacts, Calendars
 - Click Add Account
 - Click Google
 - Enter your name, Gmail email address, password, and a descriptive name
 - Select which services you want to leave on for sync: Mail, Calendars, and Notes
 - Click Save
- **Website**
 - The [ISD 917 website](http://www.isd917.org) is located at www.isd917.org.
 - The ISD 917 website is available to the public, except for the [For 917 Staff](#) section which requires staff to log in with their Google credentials to access staff-only resources. You can log in at any time, but you will be prompted to log in upon attempting to enter the For 917 Staff page.
 - To log in to the ISD 917 website:
 - Go to www.isd917.org
 - In the top, dark grey bar, click Login (next to the Search bar)
 - Log in with your ISD 917 Google credentials
 - To log in from the [For ISD 917 Staff](#) page:
 - Go to https://www.isd917.org/for_917_staff
 - Click “Login” in the body of the webpage
 - Log in with your ISD 917 Google credentials
 - Website Calendars:
 - All website calendars are available to the public and should include important dates for our students, staff, families, School Board, and/or member districts.
 - District Calendar: The district calendar is found at https://www.isd917.org/about/district_calendars.
 - Program Calendars: Each ISD 917 academic program has an aligned public web calendar designed for communication with students, families, and staff for that specific program. These calendars will be managed at each site by the Assistant Director or their delegate.

- **Infinite Campus**
 - ISD 917 uses [Infinite Campus \(IC\)](#) as a Student Information System to collect, store, and share enrollment, directory, scheduling, etc. information for students. We also use IC for communications with students, families, and staff.
- **SpEd Forms**
 - ISD 917 uses [SpED Forms](#) for special education due process documents, etc.
- **Social Media**
 - ISD 917 maintains a Facebook account (<https://www.facebook.com/intermediate917>) and an Instagram account (<https://www.instagram.com/intermediate917/>) to publicize our programs, promote events, and celebrate our students, staff, and families.
 - The ISD 917 social media accounts are managed by Melissa Torres, Executive Assistant to the Superintendent and School Board. Please invite her to capture activities in action at your sites and/or share photos, stories, updates, and ideas with her at melissa.torres@isd917.org.
 - Square, well-lit photos of people work best.
 - Our students' confidentiality is extremely important to us, so please confirm that any student about whom we will be sharing information or images has a signed Media Release in Infinite Campus.
 - If staff members do not want their images shared on social media or our website, please communicate that information to melissa.torres@isd917.org directly.
 - Our social media accounts are open to the public, and we encourage an interactive environment where others can post their thoughts and provide valuable feedback on our school district.
 - If someone posts inappropriate content, we have the ability to delete posts or ban users (as a last resort). Responding to negative feedback in a positive way can actually help our community see how proactive we are in taking steps to resolve issues.
 - If you "like" the school's Facebook page, other users will not have access to your personal account, though they will see your name and profile photo. If you choose to comment on a post, they will also be able to see that post.
- **Phones & Voicemail**
 - Please communicate your work phone number and/or extension to families and/or relevant parties so they can contact you.
 - Due to the district having 16 sites, many of which are housed in other school districts, each ISD 917 site has a unique phone system. Specific information about phone and voicemail logistics will be provided at your site.

- All ISD 917 phone extensions are attached to voicemail systems that can be accessed on the phone itself or forwarded to your computer.
- Voicemail should be checked daily, and phone calls returned within 24 hours of your return to work.
- Please be cautious of private or confidential student or staff information on voicemails to or from you. Promptly delete incoming voicemail messages.
- Teachers should communicate their work extension numbers to the parents of their students. All employees are expected to check voicemail messages daily and to return calls promptly (typically within 24 hours or upon return to work). Voicemail messages are also to be deleted promptly.
- Personal voicemail greetings are to be courteous, concise and professional. Voicemail users should include an indication of when messages will be picked up/returned and/or how to reach the employee personally. During summer break or other vacation periods, personal greetings should be changed to announce that voicemail is not being monitored and to direct callers to the main office.
- **Walkie Talkies**
 - Depending on your role, you may be asked to use a walkie talkie for communications during the school day.
 - Walkie talkies allow staff to communicate effectively while minimizing disruption to the learning environment, and they are important tools in crisis situations.
 - Walkie talkies may be handheld or require an earpiece or headset.
 - Your supervisor or a site representative will provide specific guidelines for using walkie talkies at your site.
 - It is of primary importance that walkie talkies are used appropriately to support safety, a positive learning and working environment, and student confidentiality.
- **Cell Phones**
 - Staff:
 - ISD 917 recognizes that cell phones are pervasive in current society and are used for a wide variety of purposes.
 - While at work, cell phones are **only** to be used on breaks.
 - You should not have your cell phone on you while working with students. Please keep it in a secure location where it will not get damaged (i.e. locker, etc.).
 - During professional development/training, please refrain from using your cell phone and put it on vibrate/silent. If there is an emergency, please step out of the room before answering and inform your supervisor or trainer.

- Students:
 - [Policy 556: Student Use of Cellular Phones and Other Electronic Devices](#)
 - **Technology Support**
 - For technology assistance, submit an online Information Technology (IT) Help Request form through <https://isd917.zendesk.com/hc/en-us/requests/new>.
 - You can also contact Cory Langenfeld, Technology Coordinator, at cory.langenfeld@isd917.org or 651-423-8290.
- **District Branding**
 - The ISD 917 district branding guidelines are designed to communicate our Core Values, promote a sense of belonging for all students, staff, and families, and reflect our district's unique personality.
 - We ask all staff to use the below in official communications from ISD 917. If you have any questions, please contact melissa.torres@isd917.org.
 - Mission: In partnership with member districts, Intermediate School District 917 provides high quality, equitable, and specialized programming to meet the needs of all students.
 - Vision: Intermediate School District 917 models an innovative culture with diverse pathways serving students and families through equitable practices with highly trained staff.
 - Core Values:
 - Collaboration: Working together to achieve more collectively.
 - Empathy: Considering and respecting the perspective and needs of member districts, students, families and staff.
 - Innovation: Ongoing improvement of programs and services.
 - Stewardship: Managing financial and human resources carefully and responsibly.
 - Communication: Multi-dimensional, transparent conversation focused on sharing information and creating a positive learning and working environment.
 - Integrity: Aligning our actions with our values and beliefs.
 - Personalization: Building on the strengths and addressing the unique needs of individual students.
 - Equity: Intentionally providing opportunities while removing barriers at all levels of the organization.
 - Diversity: Appreciating and valuing everyone's unique selves.
 - Motto:
 - Purposeful. Personalized. Partners.
 - Logo:
 - [ISD 917 Logo 2022.png \(transparent background\)](#)
 - [ISD 917 Logo 2022.png \(white background\)](#)

- [ISD 917 Logo 2022.svg \(for electronic communications\)](#)

- Colors:

■ Red: #851e1e
■ Chalky Black: #231f20
■ Lavender/Periwinkle: #D8CEE6

- Website Font:

- Bitter



INTEGRITY

Aligning our actions with our values and beliefs.

- ISD 917 expects all persons employed by ISD 917 to abide by federal, state and local legislation, ISD 917 School Board policies, and district and site guidance, including, but not limited to, the below ISD 917 Staff Code of Ethics.
- **Curriculum, Instruction, & Assessment**
 - Excerpts from [ISD 917 Policy 601 School District Curriculum and Instruction Goals](#):
 - ISD 917 aligns its curriculum and instruction with all federal and state requirements established by law “under which all learning in the school district should be directed and for which all school district learners should be held accountable” within the scope of the education setting or a student’s Individualized Education Program (IEP). To that end, the district is committed to providing an educational program that ensures all students will receive high quality, effective instruction, and be challenged to reach their maximum potential.
 - School District goals include the following:
 - All students will be required to demonstrate essential skills to effectively participate in lifelong learning.
 - Prepare students to thrive in a rapidly changing world.
 - Foster a love of learning.

- Promote a recognition of each individual’s intrinsic value and capacity to contribute to society.
 - Ensure that the curriculum used is equitable, inclusive, and reflective of all students, especially students from historically marginalized groups.
- Each ISD 917 Principal/Assistant Director shall adopt a comprehensive, continuous improvement plan to support and improve learning and teaching that is aligned with state and federal regulations...[and] shall include...Academics, Social-Emotional Learning, and Equity.
- Teachers provide comprehensive, scientifically based reading instruction, including a program or collection of instructional practices that is based on valid, replicable evidence.
- Excerpts from [ISD 917 Policy 603 Curriculum Development](#):
 - Curriculum development shall be directed toward the fulfillment of the goals and objectives of the education program of the school district.
 - A district advisory committee shall provide assistance at the request of the Director of Teaching and Learning. The advisory committee membership shall include teacher, support staff, member district representation, and administration representation.
 - The Director of Teaching and Learning shall be responsible for:
 - Curriculum development
 - Determining the most effective way of conducting research on the school district’s curriculum needs
 - Establishing a long range curriculum development plan
 - Determining timelines for periodic reviews of each curriculum area
 - Informing the school board of all state-mandated curriculum changes, as well as recommended discretionary changes
 - Periodically presenting recommended modifications for school board review and approval
 - Developing guidelines and directives to implement school board policy relating to curriculum development
- Excerpts from [ISD 917 Policy 616 School District System Accountability](#):
 - We recognize our role as an intermediate school district in assisting our member districts to achieve the World’s Best Workforce Strategic and Accountability Plans.
- **ISD 917 Staff Code of Ethics**
 - Each ISD 917 staff member assumes a number of obligations, one of which is to adhere to a set of principles which defines professional conduct. These principles are outlined throughout this handbook and other documents and reflect the [Code of Ethics for Minnesota Teachers](#), the Minnesota [Code of Ethics for School Administrators](#), and district policies and procedures.

- At ISD 917, ALL STAFF:
 - Shall provide professional education services in a nondiscriminatory manner.
 - Shall make reasonable effort to protect the student from conditions harmful to health and safety.
 - Shall take reasonable action to provide an atmosphere conducive to learning
 - In accordance with state and federal laws, shall disclose confidential information about individuals only when a compelling professional purpose is served or when required by law.
 - Shall not use professional relationships with students, parents, and colleagues to private advantage.
 - Shall not deliberately suppress or distort subject matter.
 - Shall not knowingly falsify or misrepresent records or facts relating to their own qualifications or to another staff member's qualifications.
 - Shall not knowingly make false or malicious statements about students, students' families, staff, or colleagues.
 - Shall not accept gratuities, gifts, or favors that impair professional judgment, nor offer any favor, service, or item of value to obtain special advantage.
 - Shall not engage in conduct involving dishonesty, fraud, or misrepresentation in the performance of professional duties.
- Staff Expectations & Responsibilities: Click here for a summary of [Staff Expectations and Responsibilities](#)
- **Employee Dress Code**
 - ISD 917 employees act as role models for students. Employees should present a neat, clean appearance and wear closed-toed shoes for their own protection while working with students. Employees should not wear clothing with inappropriate sayings, offensive language, or language that endorses the use of alcohol, tobacco, or drug products.
 - All employees should maintain a professional appearance, which, on student contact days, typically **excludes** the following:
 - Shoes with holes
 - Ripped/worn jeans or cutoffs
 - Revealing clothing that exposes the lower back, upper buttocks, midriff, underwear, cleavage, or exposes legs above the knee
 - Shorts, skirts, or skorts that expose the mid- and upper thigh
 - Open-backed shoes, flip-flops and sandals
 - Baseball caps, unless used as protective equipment
 - Blankets
 - Pajamas

- **Staff Attendance**

- Good staff attendance is key to ensuring our students' success and essential to the operation of ISD 917, and student achievement is negatively impacted by absenteeism. We encourage all staff members to maintain good attendance, maintain good personal health, and attend to personal affairs during non-working hours whenever possible. It is an expectation that employees be at work on their scheduled workdays, be on time to work, and adhere to their scheduled breaks and/or lunch periods.
- Employees are provided with time off for personal illness, bereavement, family illness, jury duty, personal business, FMLA, etc. per their designated employment contract. Employees must use leave only for the purpose for which it is intended. If an employee exhibits excessive absences or an unusual pattern of absences, their administrator will meet with them. Employees may be asked to provide medical documentation for absences. Disciplinary action may result due to excessive absences or utilizing leave for a purpose other than for which it was intended.

PERSONALIZATION

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

- Personalization is at the heart of everything we do at ISD 917. We see this in our district Vision and Motto, and we see it every day in our work.
- **Individual Education Plans (IEPs)**
 - Students receiving special education services must have an Individualized Education Program (IEP). The IEP helps students with disabilities with schoolwork and helps them make progress toward graduation according to their individualized goals. Students are eligible for IDEA Part B services if they meet specific state eligibility requirements under one or more of 13 disability categories as defined in Minnesota Rules.
 - Goals of special education per the Minnesota Department of Education (MDE):
 - Provide Free Appropriate Public Education (FAPE) in the least restrictive environment.
 - FAPE is defined as instruction and services that are:
 - Based on eligibility and need.
 - Written into an Individualized Education Program (IEP) or an Individualized Family Service Plan (IFSP).
 - Improve performance on statewide assessments.
 - Increase special education student graduation rates.
 - Coordinate services for students receiving support from more than one agency.

- **Section 504**

- [Section 504 of the Rehabilitation Act of 1973](#) (34 C.F.R. Part 104) is a federal civil rights statute that assures individuals will not be discriminated against based on their disability. All school districts that receive federal funding are responsible for the implementation of this law.
- [Section 504](#) protects a student with an impairment that substantially limits one or more major life activities, whether the student receives special education services or not.
 - Examples of physical or mental impairments that may be covered under Section 504 include: epilepsy, AIDS, allergies, vision impairment, broken limbs, cancer, diabetes, asthma, temporary condition due to accidents or illness, ADD/ADHD, learning disabilities, autism, depression, intellectual disability, traumatic brain injury, and post-traumatic stress disorder.
 - Examples of major life activities that can be affected by the student's disability include: learning, thinking, concentrating, reading, speaking, walking, breathing, sleeping, caring for oneself, as well as major bodily functions, including brain function, immune system function, or digestive functions. This is not an exhaustive list.
- For specific information on 10th graders with Disabilities who wish to take Career and Technical Education (CTE) courses through Postsecondary Enrollment Options (PSEO), see [Alternate PSEO Eligibility Options Policy](#).

- **Person-First Language**

- At ISD 917, we see the person, not the disability. In general, our district uses person-first terminology to demonstrate respect, acceptance, and inclusion. However, if an individual prefers to be addressed in a different way, we ask you to respect that preference and address them as they wish.

- **Alternative Learning**

- Our Dakota County Area Learning Centers (DCALS) programs are approved [alternative learning](#) sites through the Minnesota Department of Education. They are designed to provide viable educational options for students who are experiencing difficulty in the traditional system.
- State-Approved Alternative Programs are governed by these statutes:
 - Graduation Incentives Criteria used to identify at-risk students ([Minnesota Statutes, section 124D.68](#)).
 - Continual Learning Plan (CLP) developed annually for each student to outline the steps necessary for grade promotion and/or graduation ([Minnesota Statutes, section 124D.128, Subdivision 3](#)).
 - Information to students and families regarding alternative education options ([Minnesota Statutes, section 124D.68, Subdivision 6](#)).

- **Career & Technical Education**

- [Career and Technical Education](#) (CTE) programs are a sequence of courses that integrate core academic knowledge with technical and occupational knowledge and skills to provide students a pathway to postsecondary education and careers. CTE teaches transferable workplace skills in applied learning contexts to provide opportunities to explore high-demand career options, and gives students the technology and skills needed for success in adult life.
- Much of our work is driven by the [Strengthening Career and Technical Education for the 21st Century Act \(Perkins V\)](#) to improve career and technical education and create opportunities to enter high-skill, high-wage, or in-demand employment for all learners. This Act provides an increased focus on the academic achievement of CTE students, strengthens connections to experiential learning and work-based learning opportunities, and increases emphasis on student progress toward earning industry-recognized certificates and postsecondary credentials.

EQUITY

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

- **Lenses of Equity**

At ISD 917, we look at equity through a wide variety of lenses, including:

Race	Gender	Socioeconomics	Disability	Academics	Culture
Equity	Identity	Advantages	Inclusion	Keep bar high	Educated
Disproportionality	Inclusive Language	Full continuum	We serve all	Representation	Inconsistent practices
Immigration Status	Policies	Access	Keep bar high	Curriculum	Language Barrier
Behavior	LGBTQ+	McKinney Vento	Access	Opportunity Gap	Communication
Expectations	Lack of understanding	District differences	Get what they need	Diversify	Awareness
Home vs. School	Inclusive Language	Community Support	Communication	Post-secondary options	Religious special dates
Language Barriers	Disproportionality	Family Role	Medical needs	Multi-age/Multi-grade	Medical views
	Gender roles		Families		
	Cultures		Deficit Thinking		
	Cultural Fluidity				

- **Absent Narratives**

- The Minnesota Humanities Center defines Absent Narratives as: “the lived experiences – the stories, art, music, and histories – of people and place. Absent narratives are not absent from the communities they are a part of, but are often left out, overwritten, absented, by a dominant story.”

- We encourage all staff to consider and find ways to engage Absent Narratives in our communications, planning, reflections, and decision-making.
- **Public Education**
 - Per [MN Statute 123B.35](#), public school education shall be free and no pupil shall be denied an education because of economic inability to furnish educational books and supplies necessary to complete educational requirements necessary for graduation.
 - Per [MN Statute 123B.36](#), school boards may require certain fees. Per [MN Statute 123B.37](#), ISD 917 is not authorized to charge certain fees nor withhold grades or diplomas for nonpayment of student fees.
 - Excerpts from [ISD 917 Equal Educational Opportunity Policy 102](#)
 - It is the school district's policy to provide equal educational opportunity for all students. The school district does not unlawfully discriminate on the basis of race, color, creed, religion, national origin, sex, marital status, parental status, status with regard to public assistance, disability, sexual orientation, including gender identity or expression, or age. The school district also makes reasonable accommodations for students with disabilities.
 - The school district prohibits harassment and discrimination of any based on any of the protected classifications listed above.
 - The school district prohibits sexual harassment discrimination of any individual on the basis of sex in its education programs or activities.
 - This policy applies to all areas of education including academics, coursework, co-curricular and extracurricular activities, or other rights or privileges of enrollment.
 - It is the responsibility of every school district employee to comply with this policy conscientiously.
- **Hazing Prohibition**
 - Excerpts from [ISD 917 Hazing Prohibition Policy 526](#)
 - The purpose of this policy is to maintain a safe learning environment for students and staff that is free from hazing. Hazing activities of any type are inconsistent with the educational goals of the school district and are prohibited at all times. No student, teacher, administrator, volunteer, contractor, or other employee of the school district shall plan, direct, encourage, aid, or engage in hazing. No teacher, administrator, volunteer, contractor, or other employee of the school district shall permit, condone, or tolerate hazing. Apparent permission or consent by a person being hazed does not lessen the prohibitions contained in this policy. Retaliation against a victim, good faith reporter, or a witness of hazing is prohibited. False accusations or reports of hazing against a student, teacher, administrator, volunteer, contractor, or other employee are prohibited. A person who engages in an act of hazing, reprisal, retaliation, or false reporting of hazing or permits, condones, or tolerates hazing shall be subject to discipline or other remedial responses for that act in accordance with the school district's policies and procedures.

- **Disability Nondiscrimination**

- Excerpts from [ISD 917 Student Disability Nondiscrimination Policy 521](#)
- The purpose of this policy is to protect disabled students from discrimination on the basis of disability and to identify and evaluate learners who, within the intent of Section 504 of the Rehabilitation Act of 1973, need services, accommodations, or programs in order that such learners may receive a free appropriate public education (FAPE). A learner who is protected under Section 504 is one who: has a physical or mental impairment that substantially limits one or more of such person's major life activities; or has a record of such an impairment; or is regarded as having such an impairment. Learners may be protected from disability discrimination and be eligible for services, accommodations, or programs under the provisions of Section 504 even though they are not eligible for special education pursuant to the Individuals with Disabilities Education Act.
- Excerpts from [ISD 917 Student Sex Nondiscrimination Policy 522](#)
- Students are protected from discrimination on the basis of sex pursuant to Title IX of the Education Amendments of 1972 and the Minnesota Human Rights Act. No student will be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination under any educational program or activity operated by the school district on the basis of sex. Every school district employee shall be responsible for complying with this policy.
- Title IX Coordinator: Nicole Flesner (nicole.flesner@isd917.org)

- **Gender Inclusion**

- Excerpts from [ISD 917 Student Gender Inclusion Policy 560](#)
- Intermediate District 917 and all employees are responsible for ensuring that every student, including transgender and gender nonconforming students, has a safe and supportive school environment. Bullying, harassment, and discrimination on the basis of gender identity or expression are prohibited. Intermediate School District 917 will take any such incident seriously, give the incident immediate attention, and handle the incident in the same manner as the school handles other bullying, harassment and discrimination.
- Students who transition socially or physically at school have a right to a safe and supportive environment.
- Students have the right to be addressed by a preferred name and by a pronoun corresponding to their gender identity. A court-ordered name or gender change is not required, and a student need not change official records in order to have this right honored by all members of the school community. Official records must identify a student with their legal name and assigned gender, unless the student has legally changed their name.

- Students have the right to dress and must be in accordance with their gender identity, within the constraints of the dress code specified in the Student handbook or policy.
- Transgender and gender nonconforming students have the right to discuss and express their gender identity and gender expression openly and to decide when, with whom, and how much private information to share.
- **McKinney-Vento Homeless Assistance Act**
 - The McKinney-Vento Homeless Education Assistance Act outlines educational rights and protections for children and youth experiencing homelessness or high mobility in their living situation. Per federal law, ISD 917 has designated a local homeless education liaison and trained staff to help families and unaccompanied minor students access opportunities to enroll in school, remain enrolled, and access a free and appropriate public education.
 - The ISD 917 District Homeless Liaison is Kate Hulse (kate.hulse@isd917.org).

DIVERSITY

Appreciating and valuing everyone’s unique selves.

- **Service Animals in Schools**
 - Excerpts from [ISD 917 Policy 535 Service Animals in Schools](#):
 - Individuals with disabilities shall be permitted to bring their service animals into school buildings or on school grounds in accordance with, and subject to, this policy.
 - In general, handlers (i.e., individuals with disabilities or trainers) are permitted to be accompanied by their service animals in all areas of school district properties where members of the public, students, and employees are allowed to go.
 - When an individual with a disability brings a service animal to a school district property, school district employees shall not ask about the nature or extent of a person’s disability, but may make the following two inquiries to determine whether the animal qualifies as a service animal:
 - Is the service animal required because of a disability?
 - What work or tasks is the service animal trained to perform?
 - The service animal must be under the control of its handler at all times.
 - The school district is not responsible for providing a staff member to walk the service animal or to provide any other care or assistance to the animal.
- **Pledge of Allegiance**
 - ISD 917 has waived the requirement to recite the Pledge of Allegiance during class at any time. See [ISD 917 Policy 531 The Pledge of Allegiance](#).

- **Staff Recognition**

- Staff Recognition: ISD 917 staff recognition is governed by [ISD 917 Staff Recognition Program Policy 467](#) which authorizes the administration to develop a program for the recognition of staff members and their contributions to the success of ISD 917 in providing a high quality of education, including:
 - A spring recognition event
 - Recognition awards for years of service
 - Quarterly recognition of individual staff for exemplary service
 - Annual recognition for outstanding service

Technology Systems for ISD 917 Staff

System Name & Link	Purpose	Used By	Staff Contact
Google	Email Calendar Drive Forms (surveys) Sheets (spreadsheets) Etc.	All Staff	Cory Langenfeld
eFinancePlus Employee Access Center	Update personal info Salary info Benefits info Payroll info Leave banks & requests Tax info	All Staff	Amalia Esparza Audrey Weiler Amy Alexander
Infinite Campus	Student information system Mass communications with students & families		Cory Langenfeld Kristin Kustrich Renate Emmer
Website	School Board documents Program information and directories Forms	All Staff	Melissa Torres Cory Langenfeld Brooke Peterson
Frontline	Absence reporting	All Staff	Amy Alexander
SPED Forms	IEPs	Special Education staff	Justin Hoelscher
PowerSchool Perform	Staff Evaluations	All Staff	Amalia Esparza
ISD 917 License Renewal Site	Continuing Education Unit (CEU) submission & approval for relicensure	Licensed Staff	Amy Kaufman

System Name & Link	Purpose	Used By	Staff Contact
ISD 917 Instructional Resource Center	<p>Curriculum, instruction, and assessment resources for multiple content areas</p> <p>Professional Learning Community (PLC) resources & handbook</p> <p>MTSS Handbook</p> <p>Instructional Technology resources and training</p>	<p>Licensed Staff</p> <p>Unlicensed Staff</p> <p>Administrators</p> <p>Technology Team</p>	<p>Dr. Brooke Peterson</p> <p>Amanda Peters</p> <p>Eve Thomas Brook</p> <p>Dr. Kayleen Taffe</p> <p>Ari Sherman</p>
SafeSchools	<p>Professional Development/ Training</p>	<p>All ISD 917 Staff</p>	<p>Amy Alexander</p>
Laserfiche	<p>Timesheets, Forms, Etc.</p>	<p>All ISD 917 Staff</p>	<p>Amy Alexander</p>

ISD 917 Glossary

BCBA: Board Certified Behavior Analyst

Care & Treatment Educational Services: Private day-treatment program for students assigned by the court or referred by another agency or their family.

CASE: Customized Alternative Solutions for Education

Classroom Assistant: A Special Education Assistant assigned to a specific classroom.

CTE: Career & Technical Education

DASH: Developmental Disabilities, Academics, Socialization, & Health Services

DCALS: Dakota County Area Learning Schools

DCTC: Dakota County Technical College

DHH: Deaf/Hard of Hearing Resource

Early/Middle College: A postsecondary enrollment option (PSEO) program specifically designed to allow the student to earn dual high school and college credit with a well-defined pathway leading to a postsecondary degree or credential; designed to serve and support students in the academic middle - especially low-income, English Language Learners, first generation college students, and/or students of color.

ESP - Education Support Professional

Federal Setting III: Students receive special education and related services outside the regular classroom, but in a building with their peers, for more than 60% of the school day.

Federal Setting IV: Public separate facility for children receiving special education and related services for greater than 50% of the school day in public separate facilities.

IDEA: Intra-Dakota Educational Alternative

Independent Study: A competency-based student option for alternative learning students who meet the Graduation Incentives Criteria; a viable options for students who are self-directed and work independently

Itinerant Services: Special education and/or related services provided by staff who travel to member district schools and work with students in their own schools.

OT: Occupational Therapy

Perkins: A principal source for federal funding to states for the improvement of secondary and postsecondary career and technical education (CTE) programs across the nation

PLC: Professional Learning Community

Program Assistant: Under the director of licensed staff, a Program Assistant supports the daily functions of the assigned program and work site.

Purchase Requisition Form: A program's request that the purchasing department purchase or contract for goods or services that are within the approved budget.

Shift: A CTE class period; 3 shifts per day

SUN: Students with Unique Needs

TEA: Therapeutic Education Alternative

TEA-ECSE: Therapeutic Education Alternative-Early Childhood Special Education

TESA: Transitional Education Service Alternative

Technical Tutor: Provides program and student support in CTE programs

Staff Expectations & Responsibilities

Professional Responsibilities

Teachers and administrators are professionals. The expectations that follow are inherent to the position of a school district professional. The following is not intended to be all-inclusive but rather suggestive of a professional's responsibilities. Professionals:

- Serve as role models to students by being punctual and maintaining regular attendance
- Follow district policies and procedures
- Dress appropriately
- Communicate frequently with parents through established reporting instruments, conferences, open houses, and as necessary, through notes and personal phone calls
- Supervise students who are using the internet
- Check email and voicemail on a daily basis
- Respond to email and voicemail on a timely basis (generally within 24 hours of receipt or upon return to work)
- Limit personal use of computers, phone, and e-mail to non-student contact time, such as preparation and break periods
- Do not conduct personal business, attend school, or conduct other employment on working hours
- Serve on building and district committees as appropriate
- Attend team meetings and IEP meetings as appropriate

The Sixteen (16) Expectations for Staff

1. Professional and Ethical Standards

1.1. **Be a team player.** Bring a positive attitude to work every day. Communicate effectively and respectfully with students and the members of your team. Get to know the responsibilities of all your team members. Attempt to resolve problems closest to the source of the issue. Maintain open communication and be open to questions and discussion with other staff.

1.2. **Serve as a role model in your dress, speech, and actions.** Dress and act appropriately for your role and personal safety. Cell phones should not be used for personal use during student-contact time. Always use respectful language. Avoid jokes, disrespectful remarks, or attempts at humor that could be considered rude, inappropriate, disruptive or unprofessional. Do not use offensive language or call a student a derogatory name. Do not talk about students or staff in a disrespectful or discourteous way.

1.3. **Teachers and their assistants are responsible for the education and supervision of students at all times.** Appropriate hand-offs must be communicated clearly.

1.4. **Be extremely careful regarding a student's personal space.** Refrain from hugging students. Handshakes or other touching may not be welcome or appropriate. Do not restrain a student

unless you have completed Professional Crisis Management (PCM) training. Do not strike a student, disrobe a student, conduct a search without appropriate training or without a second person of the same sex as the student in attendance. Never conduct a strip search. When in doubt, do not act until you have spoken with your supervisor.

1.5. Set high expectations for behavior. Know and enforce the requirements of the District's Student Handbook. This handbook serves as a guide for student conduct and is to be signed by all students and parents or guardians.

1.6. Maintain confidentiality at all times. Employees, students, and their families have a right to confidentiality and data privacy. You are accountable for what you say and for information you release. Do not speak about a student in front of another student or talk about a student to staff or others in or outside school except on a need-to-know basis. Do not use student names outside of the school setting. Respect other staff members' confidentiality. No identifying information about students or other staff should be posted on personal social media.

1.7. You are a mandatory reporter of suspected maltreatment of minors and vulnerable adults. The Intermediate School District 917 policy (414) on maltreatment is available on the district website.

1.8. Only have contact with your students during times in which they are enrolled in Intermediate School District 917 programs. You are not to have dealings with them outside of the school day. Such communications could be confusing to students and reduce your effectiveness with them. It is also inappropriate. Report any student initiated personal contacts, whether by telephone or e-mail or in person, to your program facilitator as soon as possible. If you are responsible for providing respite care to any Intermediate School District 917 student, report it to your supervisor as well.

1.9. Maintain your personal and professional boundaries at all times. Personal information about your life outside of school is not appropriate and may not be appreciated by students or staff. You are part of the school program and your job is to provide education, support and guidance to students. Establishing "friendships" with students may create unrealistic expectations and interfere with sustaining appropriate boundaries.

1.10. Maintain a respectful and safe workplace. Inappropriate comments about race, color, religion, age, sex, sexual orientation, marital status, national origin, or other tasteless or improper remarks will not be tolerated. The District also has a zero tolerance Harassment and Violence Policy that is on the district website. An important aspect of this policy is to report to your supervisor if you receive an unwelcome comment or feel threatened in any way. To the extent possible, we want you to feel safe and secure at all times.

1.11. Be dependable. You are responsible for maintaining good attendance. You are expected to report to work on time, adhere to the time periods established by the District for any breaks, and remain at the assigned workstation throughout the scheduled work period or until properly relieved. Arriving to work on time will also allow sufficient time for planning and information sharing purposes. Report any absences or leaves timely on Frontline, our time and attendance reporting system. Remember also that leaves are not an entitlement but rather a benefit to be

used as necessary. Accumulated leave can help you transcend the period between an injury and disability payments or can be converted to additional health benefits at retirement. Further information on the District's attendance expectations can be found in the Dependability Procedure available on the Intermediate School District 917 website.

2. General Work Rules

2.1. In emergency situations, all staff are expected to follow Emergency Procedures. Review the plan for your location and know your role and responsibilities in each situation. First and foremost, you are responsible for your student's and your own personal safety. Therefore, you should always conduct yourself in a safety conscious manner and encourage fellow staff to do likewise.

2.2. Only use Intermediate School District 917 vehicles when it becomes necessary to transport students as part of your job assignment. All staff who operate ISD 917 vehicles or drive their own personal vehicle for work-related purposes must undergo training provided by the district. All drivers must abide by federal, state, and local motor vehicle regulations, laws, and ordinances. All drivers and occupants of vehicles must wear seat belts. Students are not to be driven in staff's personal vehicles. Staff are to follow the 'Employee Driver Safety' district procedure, which includes the completion of the SafeSchools' Defensive Driving course each year, twice annual motor vehicle reports, and, for those driving personal vehicles, proof of automobile insurance.

2.3. Use Intermediate School District 917 technologies appropriately. This includes Internet access, and District owned software and hardware. No user has any right or expectation of privacy in anything that is created, sent, received or stored by computer including e-mail, fax or voicemail. Do not use Intermediate School District 917 technologies for: illegal activities, wagering, betting, or gambling; harassment and illegal discrimination; fundraising for any purpose unless District sanctioned; commercial activities, e.g., personal for-profit business activities; access, storage or transmission of offensive, racist, sexist, obscene, or pornographic information; promoting political or religious activities; downloading software including games, weather monitoring (e.g. Weatherbug), wallpaper (e.g. Webshots), and screen savers from the Internet unless District-sanctioned, or for any other purpose prohibited by District policy. The acceptable use of technology is further defined on the District website.

2.4. Smoking is not allowed on District property. Therefore, no person may smoke or use tobacco products in any building or vehicle or on grounds owned or leased by the school district. Smoking cessation programs are available through the District health insurance plan.

2.5. You are responsible for reading and following all District policies and procedures.

If you are unclear about any of these **Sixteen Expectations**, contact your administrator/supervisor as soon as possible for an explanation.



Intermediate School District 917
Secondary Schools

Student Handbook

2025-2026

**Dakota County Area Learning
School - Main**

1300 145th Street East, Rosemount,
MN 55068

**Dakota County Area Learning
School - North**

150 Marie Avenue East, West St. Paul,
MN 55118

**Dakota County Area Learning
School - CTE**

1300 145th Street East, Rosemount,
MN 55068

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Administration Welcome

Dear Students and Parent(s)/Guardian(s),

Welcome to **Dakota County Area Learning School**, supporting both our Alternative learning and our Career and Technical Education courses. My name is Frank Herman and I am the Principal of the Secondary Schools. I am excited that we are able to support students with their educational journey as we help them find new and exciting pathways! We offer alternative learning beyond the traditional classroom setting and Career and Technical Education opportunities to provide students an innovative culture with diverse pathways through equitable practices with highly trained staff. We want to ensure that your student will have the support necessary to successfully complete their pathway and reach their goals. In order for your student to achieve their educational goals it will be the responsibility of your student, your family, and our staff to work together to build a strong and safe environment.

By partnering together we can create a purposeful and personalized learning environment for all students.

Sincerely,

Dr. Frank Herman

Principal of Secondary Schools

DCALS - CTE

Intermediate School District 917 Core Values

Practices at Intermediate School District 917 are grounded in our nine core values in an effort to grow our capacity and ability to meet the needs of our students, caregivers, and staff. We developed and aligned our handbook with our Core Values at the center to lift students, provide a deep level of support, and help guide our district staff to meet the needs of all our students.

Collaboration (COL): Working together to achieve more collectively.

Innovation (INN): Ongoing improvement of programs and services.

Stewardship (STE): Managing financial and human resources carefully and responsibly.

Communication (COM): Multi-dimensional, transparent conversations focused on sharing information and creating a positive learning and working environment.

Integrity (INT): Aligning our actions with our values and beliefs.

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

Diversity (DIV): Appreciating and valuing everyone's unique learning styles.

Empathy (EMP): Considering and respecting the perspectives and needs of member districts, students, families, and staff.

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

LANGUAGE ACCESS PLAN

I. Purpose

Intermediate School District 917's Language Access Plan is designed to ensure compliance with state and federal language access requirements and alignment with our district core values, particularly communication, equity, diversity, and empathy. The goal of this plan is to remove barriers and increase access for students and adults who communicate in a language other than English or require additional assistance due to a disability to meaningful information sharing and collaborative discussions with students and families about student progress and performance, program placements, services, individualized education program process, and decision-making. Per MN Statute 123B.32, this plan provides a roadmap that will help staff navigate the process of setting deadlines, priorities, and identifying responsible personnel for policy and procedures development; hire, contract, assess, and ensure quality control of language assistance services; provide notice of services; provide training of staff; and conduct ongoing monitoring and evaluation.

II. The Plan

A. Language Identification

- During enrollment, parents and guardians specify their preferred language and it is recorded within the student information system. This information can be updated by contacting the school. Schools use this information to identify language services.
- All families complete the Minnesota Language Survey (MNLIS) during enrollment.

B. Use of Trained or Certified Spoken Language Interpreters for Communication to Ensure Meaningful Participation in the IEP Process for Families Who Communicate in a Language other than English or Require Additional Assistance Due to a Disability

- ISD 917 uses a variety of tools and strategies to meaningful information sharing and collaborative discussions with students and families about student progress and performance, program placements, services, individualized education program process, and decision-making, including:
 - Professional Interpreters (i.e. remote and in-person) are available for communications related to conferences, special education meetings and communications, and phone conversations between staff and parents/guardians.

- For in person meetings, staff members can request interpretation for a parent/guardian meeting by contacting your program administrative assistant and provide the date, time, location, and meeting purpose.
 - Written translation (Prior Written Notices)
 - ASL Interpretation at events
 - TransAct
 - Language Line
 - Translation of online enrollment is available in Infinite Campus. From the 'User Menu' (top right-hand corner of the screen), select 'Language' to change the language that will be displayed. The translations available include Somali and Spanish. This is only available on enrollment forms.
 - Translation of the district website is available by clicking "Language" at the top of the screen and choosing the family's preferred language.
- C. Notification of Family Rights and Communications
 - The Language Access Plan will be included in all student and staff handbooks/culture guides and published on the district website. Families can request services by contacting the program administrative assistant at their child's school.
- D. Communications
 - This document will be included in all student and staff handbooks/culture guides and published on the district website.
- E. Identification and Assessment of Language Assistance and Accommodation Needs
 - During enrollment, parents and guardians specify their preferred language and any accommodations needed due to disabilities. These are recorded within the student information system and can be updated by contacting their child's school. Schools use this information to identify language and disability services.
 - All families complete the Minnesota Language Survey (MNLS) during enrollment.
- F. Emergency Communication Protocols
 - In the case of emergencies, such as severe weather, emails will be sent out to parents/guardians in English, Spanish, and Somali, via Infinite Campus.
- G. Artificial Intelligence (AI) Translation Services
 - When the district uses AI to translate documents and flyers, these materials will provide a call back number so students and parents can contact someone at the school if they have questions.
- H. Implementation
 - The Executive Director of Students Services and Director of Teaching and Learning will be responsible for overseeing, developing, and modifying the

language access plan, and establishing and implementing operational procedures.

- I. Appeal Process
 - If a family/guardian faces challenges with any of the above or have feedback/suggestions for improvement, they can contact the Executive Director of Student Services at melissa.schaller@isd917.org.
- J. School Board Governance
 - The ISD 917 School Board will review this plan every two years and update as necessary.

III. Definitions

- A. American Sign Language (ASL) – A visually perceived language based on a naturally evolved system of articulated hand gestures and their placement relative to the body, along with non-manual markers such as facial expressions, head movements, shoulder raises, mouth morphemes, and movements of the body.
- B. Relay – Telephone accessibility services to people who are deaf, deafblind, hard of hearing, or speech disabled.
- C. Screen Reader – Software programs that allow blind or visually impaired users to read the text that is displayed on the computer screen with a speech synthesizer or braille display.
- D. Interpretation – The act of listening to a communication in one language (source language) and orally converting it to another language (target language). Interpreter must retain the same meaning as the original message without omitting information, summarizing or otherwise altering the message and without adding the interpreter's own thoughts or opinions.
- E. Interpreter – A person who provides interpreting services.
- F. Language Assistance Services – Oral, expressive, written, and technological supportive services that help students and families communicate effectively with school staff. These services ensure students and families can participate fully in school services, activities, and programs.
- G. Limited English Proficient (LEP) – Individuals whose primary language is not English and who have limited ability to communicate effectively in English, including writing, reading, speaking, and listening comprehension. Federal law uses this term to refer to the intended beneficiaries of language access services.
- H. Emergent Multilingual Speakers – Individuals whose primary language is not English and who have limited ability to communicate effectively in English but are in the process of developing their English language proficiency. Language access industry leaders and advocates prefer the use of this term when referring to the intended beneficiaries of language access services.
- I. English Learner (EL) – A status assigned to students whose primary language is not English, who lacks the necessary skills to understand, speak, read, and write in

English but are receiving English language development instructions in a public school setting.

- J. Home Language – The language that is most commonly used in the home by members of a family, or the language that parents use when speaking with their children.
- K. Primary Language – An individual’s native tongue or the language in which an individual most effectively communicates.
- L. Sight Translation – The oral interpretation of a written document. This occurs when an interpreter reads a document and then provides a complete oral interpretation of the information that it contains.
- M. Remote Interpreting – Interpreting that is provided via telephone or video call.
- N. Translator – A person who provides translation services.
- O. Translation – The restating of written text from one language (source language) into an equivalent written text in another language (target language).
- P. Vital Document – Materials deemed vital to ensuring access to educational services, programs, and activities, or contain information required by law to translate or provide in audio format.

Legal References

Minnesota Statutes 2024, section 123B.32, subdivision 1
Title VI of the Civil Rights Act of 1964

General Information

2025- 2026 Class Schedule (DCALS Main - North - CTE)

DCALS	<i>Start</i>	<i>End</i>		CTE	<i>Start</i>	<i>End</i>
Block 1	8:10 AM	9:30		Block 1	8:10 AM	9:30
Block2/Adv	9:35	10:15		Block2/Adv	9:35	10:15
Block 3	10:20	11:40		Block 3	10:20	11:40
Lunch	11:40	12:20		Lunch	11:40	12:20
Block 4	12:20	1:40		Block 4	12:20	1:40
Block 5	1:45	3:05 PM		Block 5	1:45	3:05 PM

Site Leadership

<p>Frank Herman Principal of Secondary Schools Frank.herman@isd917.org 651-423-8259</p>	<p>Adam Ghormley Coordinator of Secondary Program Adam.Ghormley@917.org 612-790-5392</p>
<p>Aimee Boone Academic Liaison aimee.boone@isd917.org 651-403-8504</p>	

Collaboration

Working together to achieve more collectively.

Cell Phones

A student's cell phone should not disrupt instruction. Students must comply with staff requests for the cell phone to be put away or it may be taken away from the student and returned at the end of the class period or field trip.

Visitors and Volunteers

Parents, guardians, and community members are welcome to make visits to school, provided the visits are consistent with the health, education, and safety of students and employees and are conducted within the procedures and requirements established by the school district in Policy 903, https://www.isd917.org/about/school_board/policies/900_other

All visitors (e.g., caregivers, guardians, volunteers, contractors) must check in and out at the school office or main entrance before proceeding throughout the building. An individual or group may be denied permission to visit a school or school property or such permission may be revoked if the visitor(s) does not comply with the school district procedures and regulations or if the visit is not in the best interest of students, employees, or the school district.

Innovation

Ongoing improvement of programs and services

Technology Usage and Safety

Students must follow the [Internet Acceptable Use Policy 524](#). The use of the school district system and access to use of the Internet is a privilege, not a right. Depending on the nature and degree of the violation and the number of previous violations, unacceptable use of the school district system or the Internet may

result in one or more of the following consequences: suspension or cancellation of use or access privileges; payments for damages and repairs; discipline under other appropriate school district policies, including suspension, expulsion, exclusion, or termination of employment; or civil or criminal liability under other applicable laws.

Student's Responsibility/Technology Code of Ethics: Acceptable use of the school district's computer system, which includes Internet access, electronic technologies, cloud-based tools, and electronic communications, in School District 917 is outlined in School Board Policy 524, which is signed by students and caregivers/guardians and available on the district website at www.isd917.org. This policy covers use of the school district system on or off district property and/or personal electronic technologies while on district property and/or the district system.

In School District 917, it is important to use information and technology in safe, legal, and responsible ways. We embrace these conditions as facets of being a digital citizen and strive to help students while accessing or using cloud-based tools including, but not limited to, blogs, wikis, podcasts, Google applications, and Odysseyware, develop a positive digital footprint.

1. Students must select online names that are appropriate and will consider the information and images that are posted online at an age-appropriate level.
2. Students must not log in to the network as another classmate.
3. Students using cloud-based tools must treat these tools as a classroom space. Speech that is inappropriate for class is not appropriate on cloud-based tools. Students are expected to treat others and their ideas online with respect.
4. Assignments on cloud-based tools are like any other assignment in school. Students, in the course of completing the assignment, are expected to abide by policies and procedures in the student handbook, including those policies regarding plagiarism and acceptable use of technology.
5. Student blogs are to be a forum for student expression; however, they are first and foremost a tool for learning. The district may restrict speech for valid educational reasons as outlined in board policy.
6. Students must not use the Internet to harass, discriminate, bully, or threaten the safety of others. If students receive a comment on a blog or other cloud-based tool used in school that makes them feel uncomfortable or is not respectful, they must report this to a teacher, and must not respond to the comment.
7. Students accessing cloud-based tools from home or school, using the district technology system, must not download or install any software without permission, and not click on ads or competitions.
8. Students should be honest, fair, and courageous in gathering, interpreting, and expressing information for the benefit of others. Always identify sources and test the accuracy of information from all sources.
9. Students must treat information, sources, subjects, colleagues, and information consumers as people deserving of respect. Gathering and expressing information should never cause harm or threaten to be harmful to any person or group of people.
10. Students are accountable to their readers, listeners, and viewers and to each other. Students should admit their mistakes and correct them promptly, while also exposing the unethical information and practices of others.
11. Students shall not record, photograph, or video other students or school employees on school property, on a school bus, or at school-sponsored activities without their knowledge and consent, except for activities considered to be in the public arena (e.g., sporting events, public meetings, academic competitions, or public performances). School social events, activities sponsored by student clubs, team-building retreats, and activities that take place during the school day are not considered to be in the public arena.

12. School board policies concerning acceptable use of electronic technology include the use of these cloud-based tools for school activities including ISD917 Policy 524.
13. Failure to follow this code of ethics will result in academic sanctions and/or disciplinary action. Students who inadvertently access unacceptable materials or an unacceptable Internet site must immediately disclose it to their teacher or a school administrator.

Parent or Guardian Responsibility: Outside of school, caregivers bear responsibility for the same guidance of Internet and cloud-based tool use as they exercise with information sources such as television, telephones, radio, movies, and other possibly offensive media. Parents are responsible for monitoring their student's use of the district technology system and of the Internet from home or a remote location.

Grading

Student grades are based on their achievement regarding writing, reading, collaboration, speaking and inquiry which are embedded in all of their scheduled content classes. Student grades will reflect their development and success to gain the skills necessary to thrive beyond the secondary system. The focus and goal of our grading system is to provide an equitable approach to each student's needs and abilities.

Multi-Tiered System of Supports

A Multi-Tiered System of Supports (MTSS) is an educational framework designed to provide comprehensive and differentiated support to students in order to meet their academic, behavioral, and social/emotional needs.

The MTSS Framework consists of multiple tiers or levels of support, each offering increasingly intensive interventions based on the student's level of need. These tiers are typically referred to as Tier I, Tier II, and Tier III, with Tier I being the universal or core instruction provided to all students.

1. *Tier I: Universal Support*
 - All students receive high-quality, evidence-based instruction in the general education setting.
 - Instruction is differentiated and designed to meet the diverse learning needs of students.
 - Classroom management strategies and positive behavior supports are implemented to create a positive learning environment.
2. *Tier II: Targeted Support*
 - Students who require additional support beyond the universal instruction receive targeted interventions.
 - Interventions are more focused and intensive, targeting specific skill deficits or challenges.
 - Progress is monitored closely, and data-driven decision-making guides the selection and adjustment of interventions.
3. *Tier III: Intensive Support*
 - Students who continue to struggle despite receiving Tier I and Tier II support receive individualized, intensive interventions.
 - These interventions are highly specialized and may involve more frequent and personalized instruction.
 - Ongoing progress monitoring and collaboration with caregivers, teachers, and specialists help tailor interventions to meet specific student needs.

Stewardship

Managing financial and human resources carefully and responsibly.

Learning and Academic Work

Students have the right to attend school and gain an education as provided by law. Attendance at a particular school is a privilege, not a right. Students are responsible for daily attendance, for completing class assignments on time, and for bringing appropriate materials required for class use. Students are responsible for behaving in such a manner that supports learning for all and does not pose a potential or actual danger to themselves or others and that is not disruptive to the learning process for others.

Attendance

It is important that students attend school every day to gain the academic knowledge and social/emotional skills to progress through their required classes. Attendance will be completed within the first 10 minutes of each class and checked periodically throughout the entire class period. Students must be present for 60 minutes of the class to be marked present for that class period. Students will be marked tardy if they arrive in class after the first 10 minutes of class.

Student's Responsibility: It is the student's right to attend school. It is also the student's responsibility to attend all assigned classes and advisories every day that school is in session and to be aware of and follow the correct procedures when absent from an assigned class or advisory. Finally, it is the student's responsibility to request any missed assignments due to absence. If a student becomes ill during school, they must go to the office and the office or student will contact the parent or guardian.

Parent or Guardian's Responsibility: It is the responsibility of the student's parent or guardian to ensure the student is attending school, to inform the school in the event of a student absence, and to work cooperatively with the school and the students to solve any attendance problems that may arise.

Teacher's Responsibility: It is the teacher's responsibility to take daily attendance and to maintain accurate attendance records in each assigned class and advisories. It is also the teacher's responsibility to be familiar with all procedures governing attendance and to apply these procedures uniformly. It is also the teacher's responsibility to provide any student who has been absent with any missed assignments upon request. Finally, it is the teacher's responsibility to work cooperatively with the student's parent or guardian and the student to solve any attendance problems that may arise.

Administrator's Responsibility: It is the administrator's responsibility to require students to attend all assigned classes and advisories. It is also the administrator's responsibility to be familiar with all procedures governing attendance and to apply these procedures uniformly to all students, to maintain accurate records on student attendance, and to prepare a list of the previous day's absences stating the status of each. Finally, it is the administrator's responsibility to inform the student's parent or guardian of the student's attendance and to work cooperatively with them and the student to solve attendance problems.

Attendance Reporting: To call in an absence, call your child's main office number. Please leave the date, student's name, and reason for the absence. Your child's transportation company should also be informed

of the absence. This is helpful communication for the home district. Regular attendance is important to school success.

Excused Absences

- A valid excuse for an absence may include religious holiday, family emergency, illness, doctor’s visit, mental health/therapy appointment, probation appointment, or court.
- Requests to excuse a student from school for an extended period should be made in advance and in writing. These requests require the approval of the program administrator. The school board permits the school to excuse students for the following reasons:
 - Illness;
 - Serious illness or death in the family;
 - Appointment with a doctor, dentist, or mental health professional when an appointment cannot be made outside the school day;
 - Religious observance; or
 - Special occasions authorized by the assistant director, director, or school superintendent.

Before a student leaves the school building, they must report to the office and have a parent/guardian sign the student out.

After a student has accumulated 10 excused absences a formal letter may be sent to caregivers or guardians requesting documentation from professionals (doctor, therapist, dentist, etc.) to excuse the absence.

If documentation is not provided the student’s absence will be recorded as unexcused. Continued unexcused absences will follow the same reporting guidelines as referenced under educational neglect and truancy. Parents and guardians must notify the office if their student will be late or tardy.

Unexcused Absences

- Invalid excuses for an absence may include staying home to babysit, being tired, cold weather, missed bus, work, school refusal, being needed at home, or oversleeping.
- Travel or vacations are not considered an excused absence. Please check with the program administrator before planning travel or vacations to determine if this would impact your child’s attendance record.

Tardies

- Tardies will be collected if a student is 10 minutes late after the start of class.
- 3 unexcused tardies may equal 1 unexcused full day, dependent on county truancy guidelines.

School Notification of Absences or Tardies

Truancy/ 15 day drop

Day 3	<ol style="list-style-type: none"> 1. Parent/guardian is contacted by the counselor or academic liaison 2. Letter mailed home to parent/guardian to inform of absences. 3. Member districts notified (CTE Only) 4. Communication is logged in Campus 	Counselor Academic Liaison
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Day 5	<ol style="list-style-type: none"> 1. Parent/guardian is contacted by the counselor/academic liaison and offered a meeting. 2. MTSS process activated 3. Member districts notified (CTE only) 4. Communication is logged in Campus 	Counselor Dean Academic Liaison
Day 7	<ol style="list-style-type: none"> 1. Education neglect or truancy is filed with Dakota County 2. MTSS meetings are held to problem-solve truancy. 3. Member district notified (CTE only) 4. Communication is logged in Campus 	Counselor Academic Liaison Dean Principal
Day 10	<ol style="list-style-type: none"> 1. Attendance Letter sent to parent/guardian 2. Parent/guardian is contacted by the counselor/academic liaison and offered a meeting. 3. Member district is contacted by Principal 4. Communication is logged in Campus 	Counselor Academic Liaison Principal
Day 12	<ol style="list-style-type: none"> 1. MTSS Process Updated - parent/guardian contacted 2. Member district updated 3. Communication is logged in Campus 	Counselor Academic Liaison Principal
Day 15	<ol style="list-style-type: none"> 1. Student is dropped from enrollment. 2. Letter is sent home to parent/guardian. 3. Communication is logged in Campus 4. Student may re-enroll, but will be placed at the bottom of the waiting list if applicable 	Social Worker Counselor Academic Liaison Administrative Assistant

Personal Property and Privacy

Students generally have a right of privacy in their persons and in their personal property on school district grounds and at school-sponsored or associated events. According to Minnesota law, students have the right to use school-owned property (e.g., lockers, desks, computers) for storing appropriate items of personal property. This is provided with the understanding that all school-owned property is within the exclusive control of the school district and may be searched by school authorities for any reason, at any time, without permission, consent, or requirement for a search warrant. When reasonable suspicion exists to believe a student possesses prohibited items or that a search will uncover evidence of a violation of a school rule or of the law, school officials may conduct a reasonable search of a student's person or property.

Students must not bring onto school district property or to school-sponsored or associated events any item or material that violates school district policy, school rules, or state or federal law, or that would cause, or tend to cause, a disruption or endanger the health or safety of students or other people. Items prohibited include, but are not limited to, stolen goods, weapons and look alike weapons, illegal substances and other illegal items.

The personal possessions of students within a school locker may be searched only when school authorities have a reasonable suspicion that the search will uncover evidence of a violation of law or school rules. As soon as practicable after the search of a student's personal possessions, the school authorities must provide notice of the search to students whose lockers were searched unless disclosure would impede an ongoing investigation by police or school officials. For more information related to searches, see School District 917 Policy 502, Search of Student Lockers, Desks, Personal Possessions, and Student's Person at https://www.isd917.org/about/school_board/policies/500_instruction

Medications

Intermediate School District 917 acknowledges that some students may require medication or specialized procedures during the school day. Medications that can be administered to the student before or after school will be the responsibility of the parent/guardian. Medications or procedures that are required during school hours will be administered by school nursing staff or a nurse designee who the nurse has trained and delegated the function of medication administration or delivery of specialized health care procedures.

All medications will be kept in the health office or designated area unless there is a written plan/agreement between the school, parent/guardian, physician, and student (when appropriate).

Parents are responsible for obtaining and providing the needed forms, medications, supplies, and equipment prior to their child receiving any medication or specialized health care procedures at school. All forms need to be updated annually and when there is any change in requested medication or procedure (i.e. dose, time, and type).

The District will obtain and possess Narcan (Naloxone) to be maintained and administered by trained school staff to a student or other individual if it is determined in good faith that person is experiencing an opioid overdose. For more information related to student medications, see School District 917 Policy 516.5, Overdose Medication at https://www.isd917.org/about/school_board/policies/500_instruction

Parking / Parking Lot

All students must register their car with information services located in the office at DCALS Main and North when they enroll. Parking violations may result in ticketing, immobilizing, or towing. Questions about parking citations must be directed to the Principal. *Parking a vehicle on ISD 917 DCALS North and Dakota County Technical College (DCTC) property implies consent to allow search of the vehicle for contraband or illegal items. NOTE: The speed limit in all parking lots is 10 MPH.*

Student Records (Infinite Campus Portal)

Students have the right to privacy regarding their school records. Any disclosure of information from student records will be consistent with legal requirements and policy established by the school district. Students, caregivers, and guardians have the right to review the student's grades, attendance, assessment data, and other academic records on Infinite Campus Portal at: <https://mncloud3.infinitecampus.org/campus/portal/intermediate.jsp>

Communication

***Multi-dimensional, transparent conversations
focused on sharing information and creating a
positive learning and working environment***

Directory of Information

Intermediate School District 917, pursuant to the U.S. General Education Provisions Act and Minnesota Government Data Practices Act, declares the following as "Directory Information" as provided in the Act,

and that information relating to students may be made public if the information is in any of the following categories:

- Student's name
- Date of birth
- Major field of study
- Participation in officially recognized activities
- Dates of attendance
- Grade level completed
- Degrees and awards received

Directory information does not include identifying data which references religion, race, color, social position, nationality, or disability. Any parent of any student or eligible student (18 or older) in the District may notify the District of their desire that some or none of the above information is to be released without their consent by contacting the administrator in the program in which said student attends and by completing a nondisclosure form, which can be obtained from the program administrator.

Notification of Violent Behavior by Students

Your child's history of instances of violence (*willful conduct in which a student endangers or causes physical injury to the students, other students, a school district employee, or surrounding person(s) or endangers or causes significant damage to school district property, regardless of whether related to a disability or whether discipline was imposed*), documented within the past 2 school years, will be shared with your child's classroom teacher. It will also be shared with additional staff members who have a legitimate educational interest in your child's instruction, teaching, student achievement and progress, discipline, health and welfare, and the ability to respond to a request for educational data. As the parent/guardian, you have the right to review your child's behavioral data, including the data related to instances of violence. Please feel free to contact the school principal with this request.

Software Inventory and Student Data Elements

Intermediate School District 917 uses a variety of digital tools to support student learning. Technology vendors and software are utilized to support work as we help all students develop the skills necessary to succeed in an ever-changing world. We have an inventory of our curriculum, testing, and assessment tools posted and include an outline of the student data elements within each tool. This list is maintained and communicated annually to all families at the start of the school year. [Click here to view the Software Inventory!](#)

Integrity

Aligning our actions with our values and beliefs.

Bullying Prohibition

An act of bullying, by either an individual student or a group of students, is expressly prohibited on school premises, on school district property, at school functions or activities, or on school transportation. This policy applies not only to students who directly engage in an act of bullying but also to students who, by

their indirect behavior, condone or support another student's act of bullying. See School District 917 Policy 514 for information on bullying prohibition at:

https://www.isd917.org/about/school_board/policies/500_instruction

Standards of Student Behavior

The Student Rights & Responsibilities Handbook explains what staff and schools do to create an environment that supports student learning. It is also a tool to help students and their families understand the consequences for behavior that is not appropriate in school. The information in this handbook helps us all to create safe, respectful, and supportive learning environments. Schools also work to create positive, safe, and respectful learning environments by implementing proactive strategies and programs in which students are taught positive behavioral and social practices. Some programs include:

- Responsive Classroom
- Conscious Discipline
- Restorative Practices
- Conflict Resolution

The Intermediate 917 School Board creates and adopts policies to guide the actions of everyone in the district. The superintendent, with the administrative team, develops procedures to show how these policies will be implemented. Principals and program administrators may add further rules and procedures necessary for their students, staff, and school community. Teachers and other staff then work with students to set and follow the expectations for how they will work together in each classroom. Adult staff members are held to high standards of behavior and are subject to all applicable laws, school board policies, and human resources' rules and practices.

This handbook applies to incidents and situations that occur on any property owned or controlled by the district or occurring in connection with any activity sponsored by or associated with the district. This handbook may also apply to incidents involving Intermediate 917 students if an unapproved connection or association to the district or its staff is explicitly or implicitly stated or inferred (e.g., hazing).

Student Rights and Responsibilities

Students who attend School District 917 DCALS and CTE have a responsibility to teachers, other staff, and fellow students to participate with purposeful progress towards their educational goal. Students have other rights guaranteed by the Constitution and by state and local laws. The rights and responsibilities in this handbook are not all-inclusive and do not cover every situation that may arise.

Minnesota Department of Education Statewide Assessments

For more information regarding parental and student rights regarding Minnesota Statewide Assessments, please visit this website: <https://education.mn.gov/MDE/fam/tests/>

Equity

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

Equal Opportunity

Students have the right of equal opportunity, as allowed by law, to participate in all school activities and school education programs for which they are eligible. Students are responsible for following the rules and procedures of the school-sponsored activity in which they participate or others participate. Students may not discourage the participation of other students.

Fair Treatment

Students have the right to due process as defined in the Minnesota Pupil Fair Dismissal Act when involved in a violation of district rules. Included is the opportunity to hear the nature of the violation and to give their account of the situation. Students have the right to be informed of all applicable classroom and school rules, expectations, and procedures. Students are responsible for knowing and following all applicable classroom and school rules, expectations, and procedures. Students have the right to be treated respectfully by district employees and other students. Students are responsible for responding to all directions or questions from staff and for following all laws, policies, rules, and expectations that apply to them. Students are responsible for treating all persons respectfully and respecting the space and freedom of those around them.

Free Speech and Expression

Students have the right to free speech so long as their speech does not violate the rights of others. Students are responsible for expressing opinions, publishing written materials, and distributing literature in such a manner that is not libelous, obscene, discriminatory, or sexually explicit; that does not contain references to alcohol, chemicals, tobacco, or other products that are illegal for use by minors; that does not interfere with the rights of others; that does not disrupt the atmosphere of learning in the school; and that follows school rules and procedures regarding time, place, and manner. Permission of the school principal or designee is required for distribution or posting of paper or electronic materials.

Hazing Prohibition

No student, teacher, administrator, volunteer, contractor, or other employee of the school district shall plan, direct, encourage, aid, or engage in hazing. A person who engages in an act of hazing, reprisal, retaliation, or false reporting of hazing or permits, condones, or tolerates hazing shall be subject to discipline or other remedial responses for that act in accordance with the school district's policies and procedures. See School District 917 Policy 526 for complete information on hazing prohibition at https://www.isd917.org/about/school_board/policies/500_instruction

Non-Discrimination

The Intermediate 917 School Board complies with federal and state laws and regulations prohibiting discrimination and harassment. No person shall, on the grounds of race, color, creed, religion, national origin, sex, gender, age, marital status, familial status, status with regard to public assistance, sexual orientation, or disability, be excluded from participation in, be denied the benefits of, or be otherwise

subjected to discrimination under any educational program or in any terms or conditions of employment. The district's harassment and violence policy (Policy 413) is available online or from the Human Resources Department.

Diversity
Appreciating and valuing everyone's unique selves.

Gender Identity

Students have the right to be identified by their name, pronoun, and asserted gender in learning spaces, facilities, and extracurricular activities. Students and their guardians must communicate and complete proper documentation with the district to change school records to reflect their name, pronoun, and/or gender identity.

Harassment & Violence

The school district prohibits any form of harassment or violence on the basis of race, color, creed, religion, national origin, sex, age, gender, marital status, familial status, status with regard to public assistance, sexual orientation, gender identity or expression, or disability. See School District 917 Policy 413 for complete information on harassment and violence at https://www.isd917.org/about/school_board/policies/400_personnel

Student Dress and Appearance

Students have the right to choose their manner of dress and personal grooming unless it presents a clear danger to the student's health or safety, causes an interference with schoolwork, or creates classroom or school disorder. Students are responsible for wearing clothes that are appropriate for school. To maintain a safe learning environment, students' dress cannot:

- Be a health and/or safety hazard
- Be lewd, vulgar, or obscene
- Be sexually explicit
- Be discriminatory
- Display words, emblems, signs, objects, or images that communicate a message that is racist, sexist, or otherwise derogatory
- Display references to alcohol, chemicals, tobacco, or other products that are illegal for use by minors
- Cause harm to school facilities (e.g., shoes that damage floors)

It is not the district's intention to restrict protected speech. However, when, in the judgment of the administration, a student's appearance or dress interferes with or disrupts the educational process or school activities, or poses a threat to the health or safety of the student or others, the student will be directed to make modifications or will be sent home for the day. Caregivers will be notified.

Pledge of Allegiance/National Anthem

The requirement of the Pledge of Allegiance is waived due to School Board Policy 531. More information can be found online at: https://www.isd917.org/about/school_board/policies/500_instruction

Empathy
Considering and respecting the perspectives and needs of member districts, students, caregivers, and staff.

Academic Liaison

The position of Academic Liaison exists as a support for all students participating in secondary programming through ISD 917. The Academic Liaison develops and maintains collaborations between students, caregivers, ISD 917 staff and member districts, colleges and community partners to prepare students for their pursuits after high school. Academic Liaisons support students to and through their secondary and postsecondary academic careers.

Advisory

Advisory is a daily, credit bearing course designed to help students meet their academic and personal goals. Students will participate in lessons related to social emotional learning, including self-awareness, social awareness, relationship skills, self-management, and responsible decision-making, and future readiness, goal setting, and grade calculation.

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

Responses and Levels of Behavior Violations

This section of the summary divides problem behaviors into four levels of violations with examples of interventions and disciplinary responses. Interventions and restorative responses are opportunities for students to learn appropriate behavior with the goal of facilitating positive behavioral change. Interventions may involve school staff as well as support staff in the broader community. Disciplinary responses may also be used. Every reasonable effort should be made to repair harm and change problem behavior using interventions and the least severe disciplinary responses possible.

These guidelines describe the various administrative actions that may be taken for violations of the school district's rules, policies, procedures, and the law. Interventions and responses shall be enforced within the general guidelines outlined in the Violations Levels 1-4 and the Violations Matrix. A Level 1 violation is the least severe and a Level 4 violation is the most severe. For each violation on the charts that follow, the first (•) is the minimum disciplinary action. The presence of a dot (•) in a given cell in the matrix does not imply

or require that an administrator will use a “step by step” progression of increasing severity in dealing with a violation. However, there shall be a logical relationship between the severity and frequency of the offense and the age of the student and the administrative action.

Factors to be considered prior to assigning administrative actions:

- The student’s age, maturity, and understanding of the impact of their behavior
- The student’s ability and/or willingness to repair the harm caused by the behavior
- Previous interventions and consequences applied
- The circumstances and context, severity, and frequency of the behavior
- The student’s Individualized Education Plan (IEP) or 504 plan, if applicable
- Unless otherwise noted, these policies apply to student behavior occurring on any property owned or controlled by Intermediate 917 or occurring in connection with any activity sponsored by or associated with the district.

This consistency guide was established to support administration with incidents of behavior that can occur in a school setting. This guide is a reference and should be used as a general tool, with the understanding that every student is different and every situation is different. The overall goal is to provide a safe and welcoming environment for all students, and provide equitable outcomes for those that are involved in an incident.

Level I

Level I interventions are generally addressed by school staff members with a focus on re-teaching safe and respectful behaviors. Part of a day of dismissal or suspension may occur depending on the severity and frequency of the violation. Note: Please refer to the Glossary for additional terms or definitions.

<p><i>Examples of Intervention Responses</i> Level I incidents generally do not result in removal from school but may result in removal depending on the intensity and/or frequency of the behavior.</p>	
<p>Interventions aim to correct and teach alternative behavior so students can learn and demonstrate safe and respectful behavior. School staff members can use a variety of classroom management strategies that may include:</p> <ul style="list-style-type: none"> • Re-teach expected behavior/skill • Verbal or nonverbal redirection • Modeling • Written reflection / apology • Seat Change • Teacher / Student Conference • Daily Progress Sheets • In class time-out • Restitution (fix it plan/contract) • Short-term re-set from class • Loss of privilege(s) 	<p>Appropriate staff interventions may involve the parent/guardian and other members of the school community. Interventions may include:</p> <ul style="list-style-type: none"> • Student conference • Parent/Guardian notification • Parent / Guardian / Teacher conference • Parent / Guardian accompanying student to school or class • Removing, adjusting, or covering up clothing that violates student dress requirements • Conflict resolution • Referral • Contract • Dismissal or suspension for one day of school <p>*Continuous or severe occurrences may be treated as a violation at a higher level.</p>

Level I Violations					
Please refer to the Glossary for additional terms or definitions	Levels				Police Notification
	1	2	3	4	
Absence, Tardiness	*	*			

Arriving late to school or to class					
Absence, Unexcused Unauthorized absence from school	*	*			
Cheating or Plagiarizing Academic dishonesty including, but not limited to, copying the work of others on school assignments or tests and using the ideas or writing of another person including work accessed digitally, altering records, or presenting work generated using Artificial Intelligence as one's own work.	*	*	*		
Damage to Property of Others Willful damage to the property of staff members or others	*	*	*	*	*
Damage to School Property Willfully cutting, defacing, or otherwise damaging in any way, property belonging to or used by the district	*	*	*	*	*
Defiance of Authority Willful refusal to follow directions given by a staff member	*	*	*		
Disruptive Behavior Situations and/or actions that staff members believe interfere with, or have the potential to interfere with, effective learning and/or operations of the school, safety of self and others to or from school, or diverts the bus driver's attention	*	*	*		
Gambling Playing of a game of chance for stakes	*	*			
Interference/Obstruction Any action taken to attempt to prevent a staff member from exercising his/her lawfully assigned duties, including an administrative investigation	*	*			
Language, Inappropriate Swearing, obscenities, or using words in a disrespectful way	*				
Leaving School Grounds Leaving school grounds during school hours without proper clearance	*	*			
Off Limits/Unauthorized Area Accessing areas of the building without permission where students are not permitted or during times of the day they are not permitted	*	*			
Parking Violation Parking in an unauthorized area on school property	*				
Physical Contact Intentional or unintentional physical contact between a student and another individual or individuals that is not age-appropriate and may or may not involve harm (ex., non-age appropriate pushing/shoving, hitting, knocking other individuals over, play fighting). This is distinct from actual fighting.	*	*	*		
Record and Identification Falsification Falsifying or altering signature or data, refusing to give proper identification, or giving false identification to staff	*	*	*		
Student Dress Manner of dress or personal grooming that does not fit within the policies or guidelines of the school or district	*	*			
Teasing and Name Calling A single occurrence of teasing or name-calling with or without the intent to injure, degrade, or	*				

intimidate other individuals					
Technology Misuse / Violation This includes being off-task, treating technology carelessly, and airdropping materials without permission	*	*	*		
Theft Unauthorized taking or possession of the property of another	*	*			*
Unauthorized Use of School Property The unauthorized or illegal use of school property for non-school sponsored activities	*	*			*

Level II

Level II interventions will result in dismissal from school for part of a day, entire day, or multiple days. Based on the severity, it may also result in notification of the police. Note: Please refer to the Glossary for additional terms or definitions.

Examples of Intervention Responses

The duration of the dismissal (or removal) is limited as much as is practicable while adequately addressing the behavior. Interventions may include:

- Student conference
- Parent/guardian notification
- Parent/guardian/teacher conference
- In-school community service
- Contract between teacher, student, and parent/guardian
- Referral
- Dismissal or suspension of 1-3 days of school

*A severe or repeated occurrence may be treated as a violation at a higher level.

**Repeated instances of a Level II violation may be treated as a violation at a higher level only when appropriate interventions have been attempted over a reasonable amount of time and documented in the student's record

Level II Violations

Please refer to the Glossary for additional terms or definitions	Levels				Police Notification
	1	2	3	4	
Bullying Unwanted, aggressive behavior that involves a real or perceived power imbalance. The behavior is repeated, or has the potential to be repeated over time.		*	*	*	
Bullying Using Technology (Cyberbullying) Bullying that takes place online or through technology and may take place in a variety of ways, including but not limited to, verbal bullying, or social bullying		*	*	*	
Disorderly Conduct See full definition in the Glossary		*	*		
Extortion Obtaining money, property, or services another person against their will through coercion, intimidation, or threat of physical harm.		*	*		
Fighting See full definition in the Glossary		*	*	*	*
Fires and False Fire Alarms		*	*		

Tampering or interfering with any fire alarm system or failure to exercise caution, resulting in a fire				
Gang Activity See full definition in the Glossary.	*	*	*	
Harassment <i>Harassment includes physical or verbal conduct or communication, directed at an individual that is:</i> 1) based on an individual's race, creed, sex, marital status, national origin, age, color, religion, ancestry, status with respect to public assistance, sexual or affectional orientation, gender identity and expression, familial status, or disability; and 2a) had the purpose or effect of creating an environment that is intimidating, hostile, or offensive with respect to that individual; or 2b) otherwise adversely affects the individual's employment, educational opportunities, or access to a benefit from the school district.	*	*	*	
Language, Abusive Student delivers verbal messages that include offensive or threatening language	*	*	*	
Marijuana and Marijuana-related Devices, Use/Possession (Under 2 Ounces) Using marijuana, marijuana-related devices, or electronic products that allow for the consumption of marijuana. Possessing any type of marijuana or marijuana-related devices, electronic products that allow for the consumption of marijuana. Marijuana is any product containing, made, or derived from marijuana that is intended for human consumption.	*	*		
On School Property without Permission Being on school property without permission, including while suspended or expelled; including breaking and entering	*	*		*
Physical Aggression to Staff An intentional act by a student resulting in unwelcome physical contact with staff	*	*		
Pyrotechnics See full definition in the Glossary	*	*	*	*
Reckless or Careless Driving Driving on school property in such a manner as to endanger persons or property	*			
Repeated Misuse of District Technology Resources Purposeful use of district technology resources in a way that violates district policy	*	*	*	
Sexual Behavior Engaging in consensual sexual behavior including, but not limited to, sexual intercourse or sexual penetration, or other sexual contact. Also includes but is not limited to indecent exposure or masturbation	*	*	*	
Theft, Minor Unauthorized taking/possession of the property of another, including but not limited to school supplies, food, etc	*	*		
Theft, Major Unauthorized taking/ possession of the property of another including but not limited to jackets, expensive electronics, etc. (typically, a pattern of behavior has been established)	*	*		*
Tobacco and Tobacco-related Devices, Use/Possession Using tobacco, tobacco-related devices, or electronic cigarettes. Possessing any type of tobacco or tobacco-related device, or electronic cigarette. Tobacco is any product containing, made, or derived from tobacco that is intended for human consumption.	*	*		

Level III

Level III violations will result in the suspension of a student and possible notification of the police. Note: Please refer to the Glossary for additional terms or definitions.

<i>Examples of Intervention Responses</i>
<p>The duration of the dismissal (or removal) is limited as much as is practicable while adequately addressing the behavior. Interventions may include:</p> <ul style="list-style-type: none"> • Parent/guardian notification • Parent/guardian/teacher conference • Alternative Learning Placement • Contract between teacher, student, and parent/guardian • Referral • Dismissal or suspension of 1-3 days of school <p>*Incidents at this level may be referred for expulsion depending on the circumstance.</p>

Please refer to the Glossary for additional terms or definitions	Levels				Police Notification
	1	2	3	4	
Alcohol, Possession/Use/Under the Influence See full definition in the Glossary			*	*	*
Arson See full definition in the Glossary			*	*	*
Assault Intentionally inflicting bodily harm upon a person (including staff) without the person's consent			*	*	*
Illegal Drugs See full definition in the Glossary			*	*	*
Hazing See full definition in the Glossary			*	*	
Incapacitation Device, Possession, Without Use or Intent to Use See full definition in Glossary			*	*	
Possession, Other Weapon or Object, Not a Firearm and Not Meeting Minnesota Statute Dangerous Weapon Definition, Without Use of Intent to Use as a Weapon Device not manufactured as a dangerous weapon that is capable of producing bodily harm, substantial bodily harm, or fear of bodily harm. Examples include knives with blades under 2.5 inches, box cutters, razor blades, etc. Use or intent must not be present.			*	*	*
Robbery/Extortion Obtaining property from another by force or a threat of force			*	*	*
Threats, Terroristic Threatening directly or indirectly to commit any crime of violence with intent to terrorize another or to cause evacuation of a building, place of assembly, or vehicle			*	*	*

Level IV

Level IV violations require the principal to notify the police and make a referral for an expulsion to the superintendent or designee. Note: Please refer to the Glossary for additional terms or definitions.

Examples of Intervention Responses

The duration of the dismissal (or removal) is limited as much as is practicable while adequately addressing the behavior. Interventions may include:

- Parent/guardian notification
- Parent/guardian/teacher conference
- Alternative Learning Placement
- Referral
- Expulsion of exclusion (an act of the school board)

Level IV Violations

Please refer to the Glossary for additional terms or definitions	Levels				Police Notification
	1	2	3	4	
Assault, Aggravated The intentional infliction of substantial bodily harm, or great bodily harm upon another, or committing an act with a firearm, dangerous weapon, or other weapon with intent to cause fear in another of immediate bodily harm or death				*	*
Criminal Act Committing an act on school property or in the course of a school-sponsored or school-associated activity that would be a crime if committed by an adult				*	*
Criminal Sexual Conduct Sexual conduct amounting to a violation includes criminal "sexual contact" of any other sexual act that would be a criminal act if committed by an adult				*	*
Explosive Device Bombs, grenades, mines, rockets, missiles, pipe bombs, or similar devices designed to explode and capable of causing bodily harm or property damage				*	*
Firearm Gun or rifle that fires ammunition by force of explosion or combustion. Does not include BB guns, air guns, or lookalike guns.				*	*
Incapacitation Device, Possession, with Use or Intent to Use A device designed to temporarily immobilize or incapacitate people such as taser, stun guns, or tear gas derivative				*	*
Possession/Use of a Dangerous Weapon Other Than a Firearm A device designed or modified as a weapon that is capable of producing death or great bodily harm. Examples include knife with a blade of 2.5 inches or longer, replica firearms, BB gun, or brass knuckles				*	*
Sexual Violence A physical act of aggression or force or the threat of aggression or force that involves touching another person's intimate parts or forcing a person to touch any person's intimate parts				*	*

Glossary of Terms

Absence

- Chronic Truancy: Continued unauthorized absences. Students will be referred to social worker for consideration to file a court petition or referred to the Truancy Intervention Program. Ordinarily, chronic truancy does not warrant dismissal.
- Tardiness: Arriving late to school or to class
- Unexcused: Unauthorized absence from school or class

Alcohol: Possession, use, or being under the influence of any alcoholic product while on school grounds or at school-sponsored activities. Students may be referred for a chemical use assessment.

Alternative Educational Setting: An action taken by school and district administration to remove the student from the general population and to attend school from home using online resources provided by the school including software, technology, and instructional support. This is a tiered system with the first violation being 15 school days, second moving to 30 school days, and if a third violation occurs it will be at the discretion of the school administrator.

Arson: The intentional destruction of or damage to property by means of fire or explosives. Zero tolerance applies if a combustible or flammable liquid was used.

- With Accelerant: any combustible or flammable liquid
- Without Accelerant: no combustible or flammable liquid

Assault: Intentional infliction of bodily harm, substantial bodily harm, or great bodily harm upon a person without the person's consent

- Physical: Touching or striking of another individual intended to inflict bodily harm to an individual. Do not include minor physical contact
- Sexual: Intentional touching of a sexual nature, such as rape, fondling, and molestation. Students of all genders can be victims of sexual assault.

Bodily Harm: Physical pain or injury, illness, or any impairment of physical condition

Bullying/ Harassment: Bullying means any verbal or electronic expression, physical act, or gesture, or pattern thereof, that has the purpose or effect of causing distress to one or more students and which substantially interferes with educational benefits, opportunities, or performance of the student(s) Bullying includes, but is not limited to, conduct against a student that a reasonable person under the circumstances knows or should know has the effect of:

- Harming a student
- Damaging a student's property
- Placing a student in fear of harm to his or her person or property
- Violating a student's reasonable expectation of privacy
- Defaming a student
- Intentionally inflicting emotional distress against a student
- Creating a hostile educational environment for a student
- Subjecting a student to intimidation, ridicule, embarrassment, or social isolation

Harassment includes physical or verbal conduct, or communication directed at an individual that is:

1. Based on an individual's race, creed, sex, marital status, national origin, age, color, religion, ancestry, status with respect to public assistance, familial status, sexual or affectional orientation, gender identity and expression, or disability
2. And has the purpose or effect of creating an environment that is intimidating, hostile, or offensive with respect to that individual; or otherwise adversely affects the individual's employment, educational opportunities, or access to a benefit from the school district

Bullying Using Technology (Cyberbullying): This type of bullying takes place online or through technology (cyberbullying) and may take place in a variety of ways, including but not limited to verbal bullying or social bullying

Bus Suspension: Temporary or long-term prohibition for a student to ride a school bus to school or other events involving riding a school bus.

Bus Violations: Any incidents of unacceptable student conduct on or near any school bus or bus stop. Weapons and other serious violations should be reported using the event type associated with the student's actions, even if they took place on the bus.

Cheating or Plagiarism: Academic dishonesty including, but not limited to, copying the work of others on school assignments or tests, and using the ideas or writings of another person including work accessed digitally without appropriate credit

Chemical Health Evaluation: A student may be referred to voluntarily engage in an assessment, completed by a community agency, to determine their level of involvement with alcohol or other chemical use.

Conflict Resolution: A way for two or more parties to find a peaceful solution and negotiate a resolution to a disagreement

Contract: A written behavior agreement signed by the student, teacher or administrator, and/or parent/guardian

Damage to Property of Others: Willful damage to property of staff members and/or others

Damage to School Property: Willfully cutting, defacing, or otherwise damaging in any way any property, real or personal, belonging to or used by the school district. The parent/guardian shall be liable for all damage caused by the student.

Defiance of Authority: Willful refusal to follow directions given by a staff member

Detention: The requirement that a student remain in school or attend school outside of normal class time or school hours

Discrimination: No person shall, on the basis of race, creed, sex, marital status, national origin, age, color, religion, ancestry, status with regard to public assistance, sexual or affectional orientation, familial status, gender identity and expression, or disability, be subjected to discrimination

Dismissal (or Removal from School): An action taken by school administration requiring a student to leave school for up to one full school day

Disorderly Conduct

Whenever a student:

1. Engages in brawling or fighting; or disturbs a lawful assembly or meeting; or engages in offensive, obscene, abusive, boisterous, or noisy conduct or in offensive, obscene, or abusive language tending reasonably to arouse alarm, anger, or resentment in others
2. And the student knows, or has reasonable grounds to know, that such conduct will, or will tend to, alarm, anger, or disturb others or provoke an assault or breach of the peace by others then the student has violated the rule against disorderly conduct.

Disruptive Behavior: Situations and/or actions that staff believe interfere with or have the potential to interfere with effective learning and/or operations of the school

Disruptive Behavior To and From School: Behavior that endangers or harasses students on their way to and from school, or at the bus stop, or diverts the bus driver's attention from driving

Exclusion: An action taken by the school board to prevent enrollment or re-enrollment of a student for a period that shall not extend beyond the current calendar year

Explosive Device: Bombs, grenades, mines, rockets, missiles, pipe bombs, or similar devices designed to explode and capable of causing bodily harm or property damage

Expulsion: A legal act that may be taken by the school board to prohibit an enrolled student from further attendance for up to 12 months from the date the student is expelled

Extortion: Obtaining money, property, or services another person again against their will through coercion, intimidation, or threat of physical harm

Falsification: Falsifying or altering signature or data, refusing to give proper identification, or giving false identification to staff

Fighting: Two or more persons mutually participate in the use of force or physical violence that may require intervention to end the altercation, physical restraint, or results in injury. Fighting does not include conduct rising to the level of physical assault, nor does it include roughhousing or play fighting.

Firearm: There will be zero tolerance for possession or use of a firearm by any student. Firearms are banned from all property owned or controlled by Intermediate 917. A firearm is a device designed to be used as a weapon, from which is expelled a projectile by the force of explosion or force of combustion.

Gambling: Playing a game of chance for money and/or other things of value

Gang Activity: Conduct that is gang-motivated or related to gang membership. A gang is an organized group characterized by turf concerns, special dress or colors, and engagement in delinquent or illegal activity. Examples include, but are not limited to:

- Displaying gang symbols
- Gang paraphernalia
- Participating in the recruitment/initiation of a student into a gang

Great Bodily Harm: Bodily injury that creates a high probability of death, or which causes serious permanent disfigurement, or which causes a permanent or protracted loss or impairment of the function of any bodily member or organ or other serious bodily harm

Hazing: Committing an act against a student, or coercing a student(s) into committing an act, that creates a substantial risk of harm to a person in order for the student to be initiated into or affiliated with a student organization, or for any other purpose. Prohibited conduct includes, but is not limited to, any type of physical brutality, such as whipping, beating, striking, branding, electronic shocking, or placing a harmful substance on the body. The policy applies to student conduct occurring on or off school property and during and after school hours and does not include the definition of a “gang” or “gang activity.”

Illegal Drugs: This does not include alcohol or tobacco, but does include possession of 2 ounces or more of Cannabis

- Possession: Possession of an illegal drug on school grounds or during off-campus school activities (including while taking school transportation)
- Use: Use of an illegal drug on school grounds or during off-campus school activities (including while taking school transportation)
- Request/Solicitation: Seeking an illegal drug on school grounds or during off-campus school activities (including while taking school transportation)
- Sale/Distribution: Selling, distributing, or seeking to sell an illegal drug on school grounds or during off-campus school activities (including while taking school transportation)

Incapacitation Device: A device designed or intended by the manufacturer to be used to temporarily immobilize or incapacitate persons by means of electronic pulse or a current; any pain compliance device; or tear gas or tear gas derivative, or any substance intended to function similar to tear gas

In-School Community Service: An action taken by school administration where a student is required to do voluntary work in order to give back to the community

In-School Suspension: An action taken by school administration to prohibit a student from attending classes for a period of time (more than half of a school day) while remaining under the supervision of school staff during the school day.

In-School Monitoring: A student may stay in school and be allowed to attend classes, but must check in with designated staff at appropriate times. Staff may escort students in the hall or to the restroom when appropriate.

Intent, Intentionally, or Intentional: “With intent to” or “intentionally” or “intentional” means that the student/ actor either has a purpose to do the thing or cause the result specified, or believes that the act, if successful, will cause that result.

Intentional Damage of District Technology Resources: Willful damage to hardware, software, or other equipment

Intervention: An opportunity for students to learn appropriate behavior with the goal of facilitating positive behavioral change. An intervention may involve school staff as well as support staff in the broader community.

Intimate Parts: Includes the primary genital area, groin, inner thigh, buttocks, or breast (as well as the clothing covering the immediate area of the intimate parts)

Language, Abusive: Student delivers verbal messages that include offensive or threatening language

Language, Inappropriate: Swearing, obscenities, or using words in a disrespectful way

Leaving School Grounds, Unauthorized: Leaving school grounds during school hours without proper clearance

Loss of Privilege: An action taken by school administration to prevent a student from participating in an activity or the loss of privilege as a consequence of a violation

Medication Policy Violation: Students using or distributing prescription or non-prescription medication in an unauthorized manner.

Mediation: Students who are in conflict with one another may be asked to participate in a mediation session led by a mediator to resolve the issues causing the conflict.

Mentoring Program: With parent/guardian permission, a student may voluntarily meet with a trusted adult that is available to offer support and guidance. The mentor may be a school staff person or someone from the community. A number of schools have mentor programs.

Minnesota Pupil Fair Dismissal Act: The Pupil Fair Dismissal Act is a state law that protects all students, with or without disabilities, in suspension, expulsion, and exclusion proceedings.

Parent: Student's legal guardian as listed in Infinite Campus

Parent/Guardian Conference/Notification: Administrative discussion or communication with a parent or guardian to address student academic or behavioral issues

Parking Violation: Parking in an unauthorized area on school property

Physical Aggression (Substantial Bodily Harm): An intentional act by a student resulting in substantial bodily harm. It includes, but is not limited to, kicking and slapping. Students engage in serious physical contact where injury may occur.

Physical Aggression to Staff: An intentional act by a student resulting in unwelcome physical contact with a staff person. It includes, but is not limited to, pushing, slapping and intimidation.

Police Notification: If an administrator believes that a student may have violated a law, the police may be called to file a report and/or to assist as necessary.

Possession/Use

- Dangerous Weapon Other Than a Firearm - There will be zero tolerance for possession or use of a dangerous weapon by any student. A “dangerous weapon other than a firearm” is defined as:
 1. Any device or instrument designed as a weapon and capable of producing death or great bodily harm
 2. Any device modified so that it may be used as a weapon and capable of producing death or great bodily harm
 3. Any combustible or flammable liquid or other device or instrumentality that, in the manner it is used or intended to be used, is calculated or likely to produce death or great bodily harm
 4. Any fire that is used to produce death or great bodily harm
 5. Any knife with a blade equal to or greater than 2.5 inches in length
 6. Any replica firearm, BB gun, or pellet gun
 7. Brass knuckles
- Other Weapon or Object, not a firearm and not meeting Minnesota Statute dangerous weapon definition. Other Weapon includes any device or instrument – including any non-conventional weapon – that, in the manner it is used or intended to be used, is calculated or likely to produce bodily harm or substantial bodily harm, or fear of any degree of bodily harm. (Other weapons include knives with blades under 2.5 inches, fake knives, look alike weapons, box cutters, ammunition, etc.) Zero tolerance applies for possession of other weapons with use or intent to use.

Pyrotechnics: Refers to firecrackers, fireworks, smoke bombs, etc. that contain flash powder, gunpowder, blackpowder, or any other explosive compound constructed to produce detonation or deflagration.

Racial or Religious Harassment: Racial or religious harassment consists of physical or verbal conduct or communication relating to an individual’s race or religion when the conduct:

1. Has the purpose or effect of creating an intimidating, hostile, derogatory, or offensive employment, educational, or school district environment or
2. Has the purpose or effect of substantially or unreasonably interfering with an individual’s employment or education or
3. Otherwise adversely affects an individual’s employment, educational opportunities, or access to a benefit from the school district

Racial or Religious Violence: Racial or religious violence is a physical act of aggression or assault or the threat of aggression or assault upon another because of, or in a manner reasonably related to, race or religion. Such an act may also constitute a criminal law violation.

Reckless or Careless Driving: Driving on school property in such a manner as to endanger persons or property Record and Identification

Referral for Other or Outside Services: Chemical use assessment, social worker, mental health, etc.

Removal from Class: An action taken by a teacher, principal, or other school district employee to prohibit a student from attending class for a period of time (must be less than half of a day)

Repeated Misuse of District Technology Resources: Purposeful use of district technology resources in a way that violates district policy.

Restitution: Repairing harm or replacing items that were stolen or damaged or providing fair market value by way of compensation or service. It requires a student to pay for or fix damages or misappropriation of property and may be imposed separately or in addition to other sanctions.

Restorative Practice Strategies: Ways to invite students, families, community members, and staff into relationships to build empathy, caring, and communication skills. Restorative practices focus on building a sense of community and on the strengths and capacity of the participants. When restorative practices are successful, all feel safe in the school because deep and lasting relationships are built among stakeholders. Repairing harm circles, restorative chats, peer mediation, and family group conferencing are examples of restorative practice strategies.

Robbery/Extortion: If force or threat of force is not used, see Theft.

Sexual Behavior: Engaging in sexual behavior including, but not limited to, sexual intercourse or sexual penetration, sexual contact, indecent exposure, or masturbation.

Sexual Contact: Includes the consensual and non-consensual touching of another person's intimate parts or forcing a person to touch any person's intimate parts, and committed with sexual or aggressive intent.

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

1. That conduct or communication has the purpose or effect of substantially or unreasonably interfering with an individual's employment or education, or creating an intimidating, hostile, or offensive employment, educational, or school district environment or
2. Submission to that conduct or communication is made a term or condition, either explicitly or implicitly, of obtaining or retaining employment, or of obtaining an education or a benefit from the school district or
3. Submission to or rejection of that conduct or communication by an individual is used as a factor in decisions affecting that individual's employment or education or access to a benefit from the school district

Sexual Violence: Sexual violence is a physical act of aggression or force, or the threat of aggression or force, that involves the touching of another person's intimate parts (as well as the clothing covering the intimate parts), or forcing a person to touch any person's intimate parts.

Student Conference: Administrative discussion or communication with student to address student academic or behavioral issues

Substantial Bodily Harm: Bodily injury that involves a temporary but substantial disfigurement, or that causes a temporary but substantial loss or impairment of the function of any bodily member or organ, or that causes a fracture of any bodily member

Suspension: An action taken by the school administration to prohibit a student from attending school for a period of no more than 10 school days. An additional five days may be added if exclusion or expulsion is being considered, or if the student's presence will create an immediate and substantial danger.

Tardiness: See also Absence

Teasing and Name Calling: A single occurrence of teasing or name calling with or without the intent to injure, degrade, disgrace, or intimidate other individuals

Technology Misuse/Violation: Student engages in inappropriate use of a technology device including and not limited to iPad, mobile device, personal electronic device, camera, computer and/or other. Student removal of a memory card or battery from a camera, phone, or mobile device while it is in the process of being confiscated is considered grounds for disciplinary action by school administration.

Technology, Unauthorized or Inappropriate Use of District Technology Resources: Any act that violates the School Board's Technology Use and Safety Policy or constitutes an unacceptable or illegal use of the school district's computer facilities, systems, networks, or software. This includes sending or posting harmful text or images using the Internet, wireless phones, or other communications devices. This policy applies to student acts occurring on or off school property and during or after school hours using district technology resources. Student consequences include possible loss of technology access privileges, dismissal, police notification, and/or restitution.

Theft: Taking the property of another individual or the school without permission, with the intent of not returning the property to the owner. No force is involved in the taking of the property.

Threats: Any oral, written, or physical threat, sign, or act that conveys intent to cause harm or violence, even if made in jest. This includes threats related to race, religion, or sexual violence.

Threats, Terroristic: Threatening directly or indirectly to commit any crime of violence with intent to terrorize another or to cause evacuation of a building, place of assembly, vehicle, or otherwise to cause serious public inconvenience, or in reckless disregard of the risk of causing such terror or inconvenience

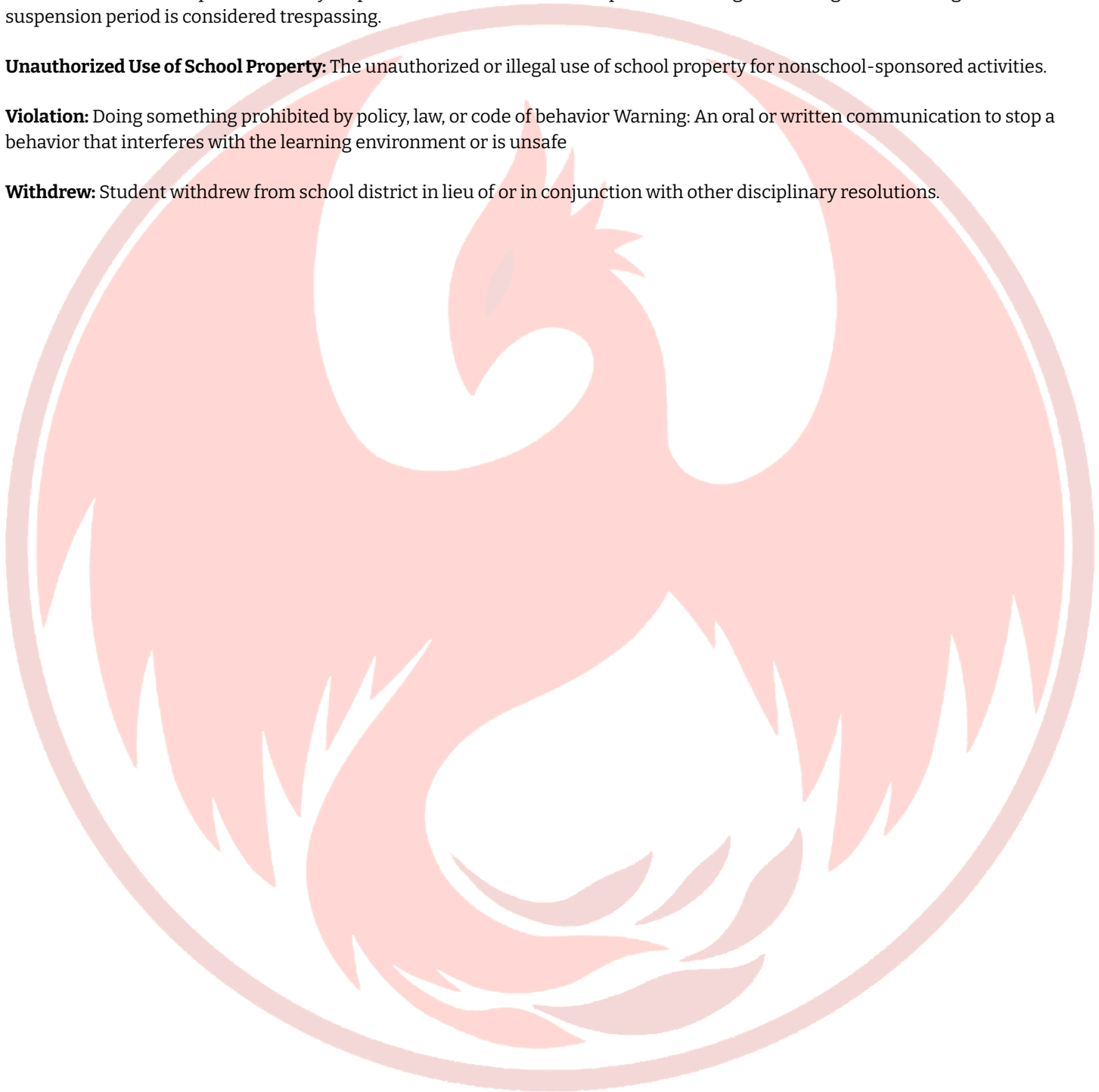
Tobacco and Other Tobacco-Related Devices, Possession/Use: Students are prohibited from having tobacco, lighters, matches, e-cigarettes, and other tobacco-related devices in their possession. Possession or use of any type of tobacco product by a student will be governed by Minnesota statutes and school board policy regarding Tobacco Free Environment.

Trespassing: Being physically present on school property or at a school activity after being directed to leave by a school administrator or other person lawfully responsible for the control of the premises. Being on school grounds during a dismissal or suspension period is considered trespassing.

Unauthorized Use of School Property: The unauthorized or illegal use of school property for nonschool-sponsored activities.

Violation: Doing something prohibited by policy, law, or code of behavior
Warning: An oral or written communication to stop a behavior that interferes with the learning environment or is unsafe

Withdrew: Student withdrew from school district in lieu of or in conjunction with other disciplinary resolutions.





Intermediate School District 917

Parent/Guardian & Student Handbook Special Education Programs

2025-2026

1300 145th Street East • Rosemount, MN 55068



Dear Parents/Guardians and Students:

Welcome to Intermediate School District 917 special education programs. This website will provide you with important information for the 2025-2026 school year. We encourage you to save this website link for future reference. As a district, we are focused on grounding our work in our nine core values.

- *Collaboration*: Working together to achieve more collectively
- *Empathy*: Considering and respecting the perspective and needs of member districts, students, families, and staff
- *Innovation*: Ongoing improvement of programs and services
- *Stewardship*: Managing financial and human resources carefully and responsibly
- *Communication*: Multi-dimensional, transparent conversation focused on sharing information and creating a positive learning and working environment.
- *Integrity*: Aligning our actions with our values and beliefs
- *Personalization*: Building on the strengths and addressing the unique needs of individual students
- *Equity*: Intentionally providing opportunities while removing barriers at all levels of the organization
- *Diversity*: Appreciating and valuing everyone's unique selves

Intermediate School District 917 provides many special education services to students from our member districts. This handbook contains information regarding our programs along with names of individuals you may contact if you have questions. We also encourage you to maintain close contact with your resident school district special education staff who will continue to be an important part of the planning team.

We appreciate the opportunity to work with you.

Sincerely,

Melissa Schaller, PhD
Executive Director of Student Services

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DISTRICT OVERVIEW

PURPOSEFUL. PERSONALIZED. PARTNERS.

Mission-Our Core Purpose:

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

Vision-What We Intend to Create:

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

Core Values-Drivers of Our Words and Actions:

- **Collaboration:** Working together to achieve more collectively.
- **Empathy:** Considering and respecting the perspective and needs of member districts, students, families, and staff.
- **Innovation:** Ongoing improvement of programs and services.
- **Stewardship:** Managing financial and human resources carefully and responsibly.
- **Communication:** Multi-dimensional, transparent conversation focused on sharing information and creating a positive learning and working environment.
- **Integrity:** Aligning our actions with our values and beliefs.
- **Personalized:** Building on the strengths and addressing the unique needs of individual students.
- **Equity:** Intentionally providing opportunities while removing barriers at all levels of the organization.
- **Diversity:** Appreciating and valuing everyone's unique selves.

Our Purpose for Special Education Services:

In partnership with our member districts, Intermediate School District 917 provides high-caliber staff and services to meet the unique strengths, gifts, and needs of the students we serve.

SPECIAL EDUCATION ADMINISTRATION

Dr. Melissa Schaller, Executive Director of Student Services

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Julie Ila, Administrative Assistant to the Executive Director of Student Services, Director of Social/Emotional Learning & Support, and the Director of Teaching and Learning

Dakota County Technical College
1300 145th Street East
Rosemount, Minnesota 55068
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Lynda Hurt, Information Management Assistant-Third Party Billing

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Kristin Kustrich, Information Management Assistant-MARSS

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Kate Hulse, Director of Social/Emotional Learning and Support

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Dr. Brooke Peterson, Director of Teaching and Learning

Dakota County Technical College

1300 145th Street East

Rosemount, Minnesota 55068

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SPECIAL EDUCATION PROGRAMS AND SERVICES

ALLIANCE EDUCATION CENTER



Description of Programming

Alliance Education Center (AEC) is a Federal Setting IV school located in Rosemount, Minnesota. AEC houses three separate educational programs through Intermediate School District 917, including Customized Alternative Solutions to Education (CASE), Intra-Dakota Educational Alternative (IDEA), and Students with Unique Needs (SUN) programs. Programs at AEC provide services to students from Kindergarten to grade 12+ who require a low staff-to-student ratio in a separate school site. Instruction in the areas of academics, functional skills, transition, and social skills are offered. There are significant team services for behavior intervention and for students to gain adaptive skills.

Our Approach and Focus

The Students with Unique Needs (SUN) program is designed to meet the unique individual needs of our exceptional students. The SUN program offers a nurturing and comprehensive school program. Truly individualized instruction and programming are made possible through:

- High staff-to-student ratios
- Classrooms with break-out spaces and/or

14300 Biscayne Avenue West
Rosemount, MN 55068
Phone: 651-423-8100
Fax: 651-423-8120

School Hours

Student (IDEA&SUN) 7:45 am - 2:10 pm
Student (CASE) 8:00 am - 2:25 pm
Staff 7:30 am - 3:30 pm

[ISD 917 Calendar](#)

[Emergency Closing Information](#)

Site Leadership

Jackie Pauley
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Sharri McGibbon
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Rachel Novy
Lead Teacher
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Email: rachel.novy@isd917.org

Kay Velure

classrooms with individual student offices

- Evidence-based curriculum and instruction at the student's developmental level
- Specialized teams of support that include related service providers, mental health support, and a focus on social-emotional learning
- Access to sensory rooms and sensory supports
- Small, highly controlled school environment

The Intra-Dakota Educational Alternative (IDEA) program is designed to meet the unique individual needs of our exceptional students. The IDEA program offers a nurturing and comprehensive school program. Truly individualized instruction and programming are made possible through:

- High staff-to-student ratios
- Classrooms with break-out spaces
- Rigorous CORE curriculum to meet grade-level standards
- Evidence-based curriculum and instruction at the student's developmental level
- Specialized teams of support that include related service providers, mental health support, and a focus on social-emotional learning
- Access to sensory rooms and sensory supports
- Small, highly controlled school environment

The Customized Alternative Solutions for Education (CASE) program is designed to meet the unique individual needs of our exceptional

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Tiffany Brenner

Administrative Assistant

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students. The CASE program offers a nurturing and comprehensive school program. Truly individualized instruction and programming are made possible through:

- High staff-to-student ratios
- Individual student offices with large group learning spaces
- Evidence-based curriculum and instruction at the student's developmental level
- Specialized teams of support that include related service providers, mental health support, and a focus on social-emotional learning
- Access to sensory rooms and sensory supports
- Small, highly controlled school environment

Services and Benefits

All students in the SUN Program are provided related services based on needs outlined in their Individualized Education Plans (IEPs), including Speech-Language Therapy, Occupational Therapy, Physical Therapy, and Developmental Adaptive Physical Education. Transition-based programming is also provided to students of the appropriate age. Board Certified Behavior Analysts (BCBAs) and Registered Behavior Technicians (RBTs) are on-site to support the development and implementation of student-specific behavior plans. The SUN program also offers social work and mental health support as needed.

[School Meals](#)

[Health Services](#)

<u>Transportation</u>	
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CEDAR SCHOOL



Description of Programming

Cedar School is a Federal Setting IV school located in Eagan, Minnesota. Cedar School houses the Students with Unique Needs (SUN) program. The SUN program focuses on teaching age-appropriate pro-social behaviors and academics. The SUN program provides services to students with unique needs from Kindergarten to grade 12+ who require a low staff-to-student ratio in a separate school site. Instruction in the areas of academics, functional skills, transition, and social skills are offered. There are significant team services for behavior intervention and for students to gain adaptive skills.

Our Approach and Focus

The Students with Unique Needs (SUN) program is designed to meet the unique individual needs of our exceptional students. The SUN program offers a nurturing and comprehensive school program. Truly individualized instruction and programming are made possible through:

- High staff-to-student ratios
- Classrooms with break-out spaces and/or classrooms with individual student offices
- Evidence-based curriculum and

2140 Diffley Road
Eagan, MN 55122
Phone: 952-707-4000
Fax: 952-707-4002

School Hours

Student	7:45 am - 2:10 pm
Staff	7:30 am - 3:30 pm

[ISD 917 Calendar](#)

[Emergency Closing Information](#)

Site Leadership

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Email: melanie.rix@isd917.org

Pam Severson
Administrative Assistant
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instruction at the student's developmental level

- Specialized teams of support that include related service providers, mental health support, and a focus on social-emotional learning
- Access to sensory rooms and sensory supports
- Small, highly controlled school environment

Services and Benefits

All students are provided related services based on needs outlined in their Individualized Education Plans (IEPs), including Speech-Language Therapy, Occupational Therapy, Physical Therapy, and Developmental Adaptive Physical Education. Transition-based programming is also provided to students of the appropriate age. Board Certified Behavior Analysts (BCBAs) and Registered Behavior Technicians (RBTs) are on-site to support the development and implementation of student-specific behavior plans. The SUN program also offers social work and mental health support as needed.

[School Meals](#)

[Health Services](#)

[Transportation](#)

CONCORD EDUCATION CENTER



Description of Programming

Concord Education Center (CEC) is a Federal Setting IV school located in Inver Grove Heights, Minnesota. The Students with Unique Needs (SUN) program focuses on teaching age-appropriate pro-social behaviors and academics. The SUN program provides services to students with unique needs from Kindergarten to grade 12+ who require a low staff-to-student ratio in a separate school site. Instruction in the areas of academics, functional skills, transition, and social skills are offered. There are significant team services for behavior intervention and for students to gain adaptive skills.

Our Approach and Focus

The Students with Unique Needs (SUN) program is designed to meet the unique individual needs of our exceptional students. The SUN program offers a nurturing and comprehensive school program. Truly individualized instruction and programming are made possible through:

- High staff-to-student ratios
- Classrooms with break-out spaces and/or classrooms with individual student offices
- Evidence-based curriculum and instruction at the student's

9015 Broderick Blvd.
Inver Grove Heights, MN 55076
Phone: 612-902-9300
Fax: 612-902-9399

School Hours

Student 7:45 am - 2:10 pm
Staff 7:30 am - 3:30 pm

[ISD 917 Calendar](#)

[Emergency Closing Information](#)

Site Leadership

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Cathy Mattice
Lead Teacher
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Joleen Witham
Administrative Assistant
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Sarah Easley
Administrative Assistant
Phone: 612-902-9300
Email: sarah.easley@isd917.org

developmental level

- Specialized teams of support that include related service providers, mental health support, and a focus on social-emotional learning
- Access to sensory rooms and sensory supports
- Small, highly controlled school environment

Services and Benefits

All students in the SUN Program are provided related services based on needs outlined in their Individualized Education Plans (IEPs), including Speech-Language Therapy, Occupational Therapy, Physical Therapy, and Developmental Adaptive Physical Education. Transition-based programming is also provided to students of the appropriate age. Board Certified Behavior Analysts (BCBAs) and Registered Behavior Technicians (RBTs) are on-site to support the development and implementation of student-specific behavior plans. The SUN program also offers social work and mental health support as needed.

[School Meals](#)

[Health Services](#)

[Transportation](#)

ECSE TEA

Description of Programming

Early Childhood Special Education (ECSE) Therapeutic Education Alternative (TEA) is a therapeutic preschool program. At the core of the program is the understanding that for young children, development occurs in the context of relationships. The Therapeutic Education Alternative (TEA) Program offers therapeutic intervention by specially trained mental health professionals in addition to a full range of academic services in an environment with a high staff-to-student ratio. Mental health and educational programming are integrated into the entire school day. The TEA program provides services to students with mental health needs from age three through age 18 who require a high level of support. Instruction is provided in the areas of academics and social-emotional skills. There is strong collaboration between special education teachers, a Mental Health Professional, Board Certified Behavior Analyst (BCBA), Registered Behavior Technician (RBT), a health associate, and paraprofessionals to support students with their behavioral, mental health, and academic needs.

Our Approach and Focus

The Therapeutic Education Alternative (TEA) program is designed to integrate mental health into the educational program. It offers a therapeutic milieu where students with mental health challenges can get their educational and mental health needs met. The TEA program offers a nurturing and comprehensive school program. Truly individualized instruction and programming are made possible through:



PINE BEND ELEMENTARY

9875 Inver Grove Trail
Inver Grove Heights, MN
Phone: 651-306-7710

School Hours

Student 8:30 am - 2:00 pm
Staff 7:30 am - 3:30 pm

[District 199 Calendar](#)

[Emergency Closing Information](#)



POND CENTER

9600 3rd Ave. South
Bloomington, MN 55420
Phone: 952-681-6238

School Hours

Student 8:30 am - 11:00 am (Section 1)
Student 12:00 pm - 2:30 pm (Section 2)

- Co-led classrooms with a mental health professional and special education teacher
- High staff-to-student ratios
- Individual and group therapy and skills work
- Classrooms with break-out spaces and classrooms with individual student offices
- Evidence-based curriculum and instruction at the student's developmental level
- Specialized teams of support that include related service providers, mental health support, and a focus on social-emotional learning
- Access to sensory room and sensory supports
- Small, highly controlled school environment

Services and Benefits

All students in the TEA Program are provided related services based on needs outlined in their Individualized Education Plans (IEPs), including Mental Health therapy and skills, Speech-Language Therapy, Occupational Therapy, Physical Therapy, and Developmental Adaptive Physical Education, Board Certified Behavior Analysts (BCBA) and Registered Behavior Technician (RBT) are available to support the development and implementation of student-specific behavior plans.

[School Meals](#)

[Health Services](#)

[Transportation](#)

Staff 7:30 am - 3:30 pm

[District 271 Calendar](#)

[Emergency Closing Information](#)



RIVERVIEW ELEMENTARY

4100 208th St. W.

Farmington, MN 55024

Phone: 651-460-1695

School Hours

Student 8:30 am - 11:00 am (Section 1)

Student 12:00 pm - 2:30 pm (Section 2)

Staff 7:30 am - 3:30 pm

[District 192 Calendar](#)

[Emergency Closing Information](#)

Site Leadership

AJ Boehmer

Assistant Principal/Special Education Coordinator

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Denise Erickson

Administrative Assistant

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LEBANON EDUCATION CENTER



Description of Programming

The Therapeutic Education Alternative (TEA) Program offers therapeutic intervention by specially trained mental health professionals in addition to a full range of academic services in an environment with a high staff-to-student ratio. Mental health and educational programming are integrated into the entire school day. The TEA program provides services to students with mental health needs from age three through age 18 who require a high level of support. Instruction is provided in the areas of academics and social-emotional skills. There is strong collaboration between special education teachers, a Mental Health Professional, Board Certified Behavior Analyst (BCBA), Registered Behavior Technician (RBT), a health associate, and paraprofessionals to support students with their behavioral, mental health, and academic needs.

Our Approach and Focus

The Therapeutic Education Alternative (TEA) program is designed to integrate mental health into the educational program. It offers a therapeutic milieu where students with mental health challenges can get their educational and

5800 149th Street West
Apple Valley, MN 55124
Phone: 952-431-4062
Fax: 952-431-4063

School Hours

Student	7:45 am - 2:10 pm
Staff	7:30 am - 3:30 pm

[ISD 917 Calendar](#)

[Emergency Closing Information](#)

Site Leadership

AJ Boehmer
Assistant Principal/Special Education Coordinator
Phone: 952-431-8606
Fax: 952-431-4063
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Christine Chessler
Lead Teacher
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Denise Erickson
Administrative Assistant
Phone: 952-431-4062
Email: denise.erickson@isd917.org

mental health needs met. The TEA program offers a nurturing and comprehensive school program. Truly individualized instruction and programming are made possible through:

- Co-led classrooms with a mental health professional and special education teacher
- High staff-to-student ratios
- Individual and group therapy and skills work
- Classrooms with break-out spaces and classrooms with individual student offices
- Evidence-based curriculum and instruction at the student's developmental level
- Specialized teams of support that include related service providers, mental health support, and a focus on social-emotional learning
- Access to sensory room and sensory supports
- Small, highly controlled school environment

Services and Benefits

All students in the TEA Program are provided related services based on needs outlined in their Individualized Education Plans (IEPs), including Mental Health therapy and skills, Speech-Language Therapy, Occupational Therapy, Physical Therapy, and Developmental Adaptive Physical Education, Board Certified Behavior Analysts (BCBA) and Registered Behavior Technician (RBT) are available to support the development and implementation of student-specific behavior plans.

[School Meals](#)

[Health Services](#)

[Transportation](#)

JSC - NEW CHANCE & RIVERSIDE



Description of Programming

New Chance is a court-ordered day treatment program in Hastings, Minnesota. The five to seven-month program provides individualized education in Math, Science, English, Social Studies, and Physical Education. Students ages 14-18 are provided general and/or special education courses.

Riverside/Juvenile Services Center located in Hastings, Minnesota, is a program that provides general and special education courses in math, science, English, social studies, and physical education. Students are court-ordered to attend this locked, adjudicated facility. Students range in ages from 12-18 and are in attendance from one day to year depending on individual circumstances.

Our Approach and Focus

Students with general and special education needs are provided with a curriculum that meets their needs. The school staff works closely with the Dakota County staff to provide a supportive educational environment. There is one teacher and one paraprofessional with a maximum of ten students per classroom.

Services and Benefits

Students are provided related services based on needs outlined in their Individualized Education

1600 W. Highway 55
Hastings, MN 55033
Phone: 651-438-4980
Fax: 651-438-4985

New Chance School Hours

Student (New Chance)	9:15 am - 3:15 pm
Student (Riverside)	7:45 am - 3:15 pm
Staff	7:00 am - 3:30 pm

[ISD 917 Calendar](#)

[Emergency Closing Information](#)

Program Leadership

Frank Herman
Principal

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Email: frank.herman@isd917.org

Shannon Zywiec

Administrative Assistant

Phone: 651-438-4980

Email: shannon.zywiec@isd917.org

Plans (IEPs) including Speech-Language Therapy, Occupational Therapy, and Developmental Adaptive Physical Education.

School Meals
Provided by Dakota County

Health Services
Provided by Dakota County

Transportation

D/HH RESOURCE

Description of Programming

The Deaf/Hard of Hearing Resource Programs (D/HH) are available for students ages 2 - 21 who are Deaf, Hard of Hearing, or DeafBlind at the preschool, elementary, and secondary levels. Students who attend the D/HH resource programming receive a significant portion of their instruction from a teacher of Deaf, Hard of Hearing, or DeafBlind in resource or self-contained classrooms with access to the general education as determined by a child's IFSP or IEP team.

Our Approach and Focus

A major emphasis of the program is to support the unique communication and language development need of each child as well as social-emotional development that can be impacted by hearing loss. We offer a nurturing and comprehensive school program that includes:

- The languages of instruction used include American Sign Language and English via spoken English paired with Cued English, the exposure to one or both being determined by a child's IFSP or IEP team.
- Rigorous curriculum and learning materials tailored to students who are Deaf, Hard of Hearing, and DeafBlind with unique needs.
- Independence/mainstream support, as well as teaching students to advocate for their needs. Support for hearing assistive technology (including cochlear implants, hearing aids, etc.).

Services and Benefits



LINCOLN CENTER ELEMENTARY

357 9th Ave N
South St Paul, MN 55075
Phone: 651-288-5871

Preschool Hours

Student	Hours vary based on age
Staff	7:30 am - 3:30 pm

Elementary School Hours

Student	8:20 am - 2:55 pm
Staff	7:30 am - 3:30 pm

[District 6 Calendar](#)

[Emergency Closing Information](#)

[School Lunches](#)



Students are provided related services based on needs outlined in their Individualized Education Plans (IEPs) including Speech-Language Therapy, Occupational Therapy, Physical Therapy, and Developmental Adaptive Physical Education. Transition-based programming is also provided, depending on age. Our program also offers social work and mental health support as needed.

[Health Services](#)

[Transportation](#)

Program Leadership

Taylor Lovin

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Amanda Eckre

Administrative Assistant

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Email: amanda.eckre@isd917.org

INVER GROVE HEIGHTS MIDDLE SCHOOL

8167 Cahill Avenue

Inver Grove Heights, MN 55076

Phone: 651-306-7200

School Hours

Student 8:30 am - 3:20 pm

Staff 7:30 am - 3:30 pm

[District 199 Calendar](#)

[Emergency Closing Information](#)

[School Lunches](#)



SIMLEY HIGH SCHOOL

2920 80th Street East

Inver Grove Heights, MN 55076

Phone: 651-306-7000

School Hours

Student 8:30 am - 3:20 pm

Staff 7:30 am - 3:30 pm

[District 199 Calendar](#)

[Emergency Closing Information](#)

[School Lunches](#)

DASH

Description of Programming

The Developmental Disabilities, Academics, Socialization, and Health Services (DASH) program provides services to students, ages 3-21, who present with severe to profound Developmental Cognitive Disabilities (DCD) and may have multiple disabling conditions which require nursing care during the school day. The program focuses on communication, social, motor, and daily living skills as well as functional academics.

Our Approach and Focus

The Developmental Disabilities, Academics, Socialization, and Health Services (DASH) program provides services to students, ages 3-21, who present with severe to profound Developmental Cognitive Disabilities (DCD) and may have multiple disabling conditions which require nursing care during the school day. The program focuses on communication, social, motor, and daily living skills as well as functional academics.

Services and Benefits

The program focuses on communication, social, motor, and daily living skills as well as functional academics. Each classroom has a licensed Special Education Teacher and a maximum of 6 students per classroom, along with the teacher are Program and Classroom Assistants to support student needs in the classroom. Each classroom is also staffed with a nurse to provide assistance with student-specific medical needs.

[Health Services](#)

[Transportation](#)



HASTINGS HIGH SCHOOL

(Middle and High School Programs located here)

200 General Sieben Drive
Hastings, MN 55033
Phone: 651-480-7521 Rm B119

School Hours

Student: 7:30 am - 2:15 pm
Staff: 7:15 am - 3:15 pm

[District 200 Calendar](#)

[Emergency Closing Information](#)

[School Lunches](#)



Program Leadership

Jennifer Hetland

Assistant Director of Special Education/Principal

Phone: 952-707-4075

Email: jennifer.hetland@isd917.org

Melanie Rix

Lead Teacher

Phone: 952-562-5130

Email: melanie.rix@isd917.org

Pam Severson

Administrative Assistant

Phone: 952-707-4000

Email: pam.severson@isd917.org

LAKEVILLE NORTH HIGH SCHOOL

19600 Ipava Avenue W

Lakeville, MN 55044

Phone: 952-232-3746 Rm 223

School Hours

Student: 7:50 am - 2:10 pm

Staff: 7:00 am - 3:00 pm

[District 194 Calendar](#)

[Emergency Closing Information](#)

[School Lunches](#)

**TWO RIVERS HIGH SCHOOL**

1897 Delaware Avenue

Mendota Heights, MN 55118

Phone: 651-403-7100

School Hours

Student: 8:15 am - 2:55 pm

Staff: 7:45 am - 3:45 pm

[District 197 Calendar](#)

[Emergency Closing Information](#)

[School Lunches](#)



LINCOLN CENTER ELEMENTARY

357 9th Ave N
South St Paul, MN 55075
Phone: 651-457-9426

Preschool Hours

Student	Hours vary based on age
Staff	7:30 am - 3:30 pm

Elementary School Hours

Student	8:20 am - 2:55 pm
Staff	7:30 am - 3:30 pm

[District 6 Calendar](#)

[Emergency Closing Information](#)

[School Lunches](#)

TESA

Description of Programming

The Transitional Education Service Alternative Program (TESA) program serves the transition needs of young adults ages 18-21. Staff, students, families, and community providers work together to identify the student's unique strengths, interests, and develop a plan to provide instructional and community opportunities to meet their transition needs. Areas addressed may include independent living skills, employment skills, academic or functional skills, communication and social skills, self-advocacy, and post-secondary planning. For those students considering post-secondary education following graduation, there are also opportunities to build their skills in preparation for college, including understanding the resources and supports available through disability services.

Our Approach and Focus

There is a strong emphasis on helping students in TESA gain employment in their respective community area. For those students considering post-secondary education following graduation, there are also opportunities to build their skills in preparation for college, including understanding the resources and supports available through disability services.

Services and Benefits

Students are provided related services based on needs outlined in their Individualized Education Plans (IEPs) including Speech-Language Therapy, Occupational Therapy, and Developmental Adaptive Physical Education. Our program also offers social work and mental health support,



DAKOTA COUNTY TECHNICAL COLLEGE

1300 145th Street E

Rosemount, MN 55068

Phone: 651-423-8401

School Hours

Student: 7:45 am - 2:20 pm

Staff: 7:30 am - 3:30 pm

[DCTC Calendar](#)

[Emergency Closing Information](#)

[School Lunches](#)



BLOOMINGTON TRANSITION CENTER

2575 W 88th Street, Door 10

including social work groups for students with needs in these areas.

[Health Services](#)

[Transportation](#)

Program Leadership

Stephanie Betley

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Lead Teacher

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Administrative Assistant

Phone: 651-423-8401

Email: amy.zins@isd917.org

Blomington, MN 55431

Phone: 651-423-8401

School Hours

Student: 7:45 am - 2:20 pm

Staff: 7:30 am - 3:30 pm

[District 271 Calendar](#)

[Emergency Closing Information](#)

[School Lunches](#)

DISTRICT CALENDARS

[Intermediate School District 917](#)

[Special School District 6, South St. Paul](#)

[Independent School District 191, Burnsville-Eagan-Savage](#)

[Independent School District 192, Farmington](#)

[Independent School District 194, Lakeville](#)

[Independent School District 195, Randolph](#)

[Independent School District 196, Rosemount-Apple Valley-Eagan](#)

[Independent School District 197, Eagan-Mendota Heights-West St. Paul](#)

[Independent School District 199, Inver Grove Heights](#)

[Independent School District 200, Hastings](#)

[Independent School District 271, Bloomington](#)

EMERGENCY CLOSINGS

Intermediate School District 917 students attend schools in several different locations. Please carefully read the following chart concerning school closings for severe weather or other emergency situations. Email and phone alerts from ISD 917 about school closings are available upon request. Please contact your site secretary to sign up.

If Your Student Attends:	School Is Closed When:
Lincoln Center	Special School District 6, South St. Paul is closed
Farmington High School Riverview Elementary	Independent School District 192, Farmington is closed
Christina Huddleston Lakeville North High School McGuire Middle School	Independent School District 194, Lakeville is closed
Two Rivers High School	Independent School District 197, West St. Paul-Mendota Heights-Eagan is closed
Inver Grove Heights Middle School Simley High School Pine Bend Elementary	Independent School District 199, Inver Grove Heights is closed
Hastings High School	Independent School District 200, Hastings is closed
Bloomington Transition Center Pond Family Center	Independent School District 271 is closed
Alliance Education Center Cedar School Concord Education Center Dakota County Technical College - DCALS, TESA DCALS North JSC - New Chance and Riverside Lebanon Education Center	Intermediate School District 917 is closed
Dakota County Technical College - DCALS, TESA	Dakota County Technical College is closed

DISTRICT LUNCH PRICES

2025-2026

Breakfast and lunch are provided at no cost to students.

If you have any questions regarding the meal program, please reach out to your program administrator.

DISTRICT TRANSPORTATION

Resident school districts provide transportation and inform parents/guardians of pick-up and drop-off times.

In the event you need to contact your child's local bus company, please call the number listed below for your district:

DISTRICT	TRANSPORTATION NUMBER	SPECIAL EDUCATION NUMBER
Special School District 6, South St. Paul	651-451-1375	651-457-9496
Independent School District 191, Burnsville-Eagan-Savage	952-985-7500	952-707-2069
Independent School District 192, Farmington	651-463-8689	651-463-5023
Independent School District 194, Lakeville	952-985-7513	952-232-2011
Independent School District 195, Randolph	507-263-2151	507-645-4773
Independent School District 196, Rosemount-Apple Valley- Eagan	651-423-7685	651-423-7626
Independent School District 197, Mendota Heights-Eagan-West St. Paul	651-403-8321	651-403-7011
Independent School District 199, Inver Grove Heights	651-306-7095	651-306-7821
Independent School District 200, Hastings	651-437-1888	651-480-7016
Independent School District 271, Bloomington	952-681-6300	952-681-6508

GENERAL INFORMATION

ABSENCES AND ATTENDANCE

To call in an absence, call your child's main office number or inform their IEP Case Manager. Please leave the date, student's name, and reason for the absence. Your child's transportation company should also be informed of the absence. This is helpful communication for the home district.

Regular attendance is important to school success.

1. Excused Absences

- A valid excuse for an absence may include religious holiday, family emergency, illness, doctor's visit, mental health/therapy appointment, probation appointment, or court.
- Requests to excuse a student from school for an extended period should be made in advance and in writing. These requests require the approval of the program administrator. The school board permits the school to excuse students for the following reasons:
 - Illness;
 - Serious illness or death in the family;
 - Appointment with a doctor, dentist, or mental health professional when an appointment cannot be made outside the school day;
 - Religious observance; or
 - Special occasions authorized by the assistant director, director, or school superintendent.
- Before a student leaves the school building, they must report to the office and have a parent/guardian sign the student out.
- After a student has accumulated 10 excused absences a formal letter may be sent to parents or guardians requesting documentation from professionals (doctor, therapist, dentist, etc.) to excuse the absence.
 - If documentation is not provided the student's absence will be recorded as unexcused. Continued unexcused absences will follow the same reporting guidelines as referenced under educational neglect and truancy.

2. Unexcused Absences

- Invalid excuses for an absence may include staying home to babysit, being tired, cold weather, missed bus, work, school refusal, being needed at home, or oversleeping.
- Travel or vacations are not considered an excused absence. Please check with the program administrator before planning travel or vacations to determine if this would impact your child's attendance record.

3. Tardies

- Tardies will be collected if a student is 15 minutes late after the expected start time of the program they attend.
- 3 unexcused tardies may equal 1 unexcused full day, dependent on county truancy guidelines.
- If the student will be tardy, please indicate the approximate time they will be arriving.

4. Notification of Absences or Tardies

- Parents and guardians must include the following information when notifying the school regarding a student absence/tardy:
 - Date

- Student name
 - Homeroom or case manager
 - Reason for the absence.
 - Please remember to also notify the transportation company of a student absence.
5. Mandated Reporting for Educational Neglect and Truancy
- If students are not regularly attending school or are not on time the school is mandated to report educational neglect and truancy to residing counties:
 1. Educational Neglect
 - For students, 11 and younger, reports are made to the county of residence Child Protective Service (CPS) for educational neglect.
 - A formal letter will be sent out via mail or email to parents or guardians when a student has accumulated 3 unexcused absences.
 - School staff will offer parents the opportunity to participate in a meeting to address attendance concerns.
 - If the student accumulates 7 unexcused absences school staff are mandated to report educational neglect to agencies in the county of residence.
 - A referral letter will be sent out to parents or guardians via mail or email.
 - The county agency will contact parents and collaborate with school staff.
 2. Truancy
 - A student who is 12 to 17 years old and is absent without an excuse for seven school days, is considered to be habitually truant.
 - A formal letter will be sent out via mail or email to parents or guardians when a student has accumulated 3 days of unexcused absences.
 - School staff will offer parents the opportunity to participate in a meeting to address attendance concerns.
 - If the student accumulates 7 unexcused absences school staff are mandated to report truancy to agencies in the county of residence.
 - A referral letter will be sent out to parents or guardians via mail or email.
 - The county agency will contact parents and collaborate with school staff.

AIR QUALITY

The Minnesota Department of Health has created a graphic outlining evidenced based guidance for schools: [Minnesota Outdoor Air Quality Guidance for Schools and Child Care](#). Further, [AirNow.gov](#) is a website and mobile application that gives the actual air quality index for a specific location. These resources are utilized to determine if it's safe to have students outside and the appropriate duration.

ALLERGENS AND CHEMICAL SENSITIVITY

Exposure to fragrances and other scents can cause sensitive people to experience upper respiratory irritation, asthma, headaches, and other symptoms. ISD 917 requests that all school spaces remain free of scented products including:

- Personal care products
- Strong smelling cleaning supplies
- Air fresheners, etc.

Latex: Due to student and staff allergies, it is recommended that latex not be brought into classrooms. This

includes non-mylar balloons.

Food Allergies: Due to potentially life-threatening allergies, it is highly recommended that peanut or nut-containing products not be brought into common eating areas.

BACKGROUND CHECKS

School board policy 404 Employment Background Checks outlines the district practices regarding criminal background checks of all employees who receive an offer of employment from the district. Further, the school district reserves all rights to conduct background checks of current employees or applicants.

BULLYING PROHIBITION

The school district is committed to providing a safe and respectful learning environment for all students. Acts of bullying, in any form, by either an individual student or a group of students, are prohibited on school district property, at school-related functions or activities, on school transportation, and by misuse of technology. For detailed information, see the school district's policy at About > School Board > Policies > 500 students.

CHEMICAL USE OR POSSESSION INCLUDING CANNABIS

Use or possession of alcohol, toxic substances, medical cannabis, nonintoxicating cannabinoids (edible cannabinoid products), cannabis (cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products), and controlled substances before, during, or after school hours, at school or in any other school location, is prohibited as general policy. Paraphernalia associated with controlled substances is prohibited.

COMMUNICATION

Instructors will contact parents on a regular basis regarding their child's program. Parents are encouraged to reach out to teachers before or after the school day via phone if possible or using email. Students are generally only allowed to make phone calls in emergency situations. A student must receive permission from the classroom teacher before being permitted to use the phone. If a parent needs to talk with a child during the school day, office staff will assist parents in reaching or delivering a message to the student.

CONFERENCES

Conferences are held each year and parents/guardians are encouraged to attend. The conferences are scheduled to review each student's program and to make plans for future programming.

DIRECTORY INFORMATION

Intermediate School District 917, pursuant to the U.S. General Education Provisions Act and Minnesota Government Data Practices Act, declares the following as "Directory Information" as provided in the Act, and that information relating to students may be made public if the information is in any of the following categories:

- Student's name
- Date of birth
- Major field of study
- Participation in officially recognized activities
- Dates of attendance

- Grade levels completed
- Degrees and awards received

Directory information does not include identifying data which references religion, race, color, social position, nationality, or disability. Any parent of any student or eligible student (18 or older) in the District may notify the District of their desire that some or none of the above information is to be released without their consent by contacting the administrator in the program in which said student attends and by completing a nondisclosure form, which can be obtained from the program administrator.

DISCIPLINE

Misbehavior by one student can disrupt the learning process for many other students. In addition, students must learn to practice good safety habits, value academic honesty, respect the rights of others, and obey the law. For detailed information on the district's policy, go to About > School Board > Policies > 500 students.

DRESS CODE

Since we believe that school is the student's place of work and that their dress should be in harmony with a good working situation, school dress policy needs to be followed:

- Clothing should be comfortable and appropriate for the age of the student. Wallet chains and similar accessories are also not generally acceptable school dress.
- Students should be dressed to be comfortable in warm weather. Revealing clothing, such as tight and/or short shorts, halter and tube tops, and any clothing that reveals a bare midriff are typically to be reserved for after school wear.
- Written messages or pictures on clothing must be appropriate for school. They cannot display messages of a discriminatory, sexual, or violent nature. Shirts with tobacco, drug, or alcohol messages or logos are not acceptable.
- Appropriateness will be decided by the school administration and other clothing will be available.
- Gang-related clothing and symbols will not be allowed in school.
- Outerwear, such as headgear, windbreakers, jackets, coats, gloves and scarves typically may not be worn indoors during the school day.

EMERGENCY EVACUATIONS/FIRE DRILLS

In accordance with state law and for the safety of all students, a minimum of one tornado, five lockdown and five fire drills will be conducted this school year. During the drills, everyone must follow the directives in a timely and orderly manner. In the event that alternate sheltering is needed, some sites may utilize a religious institution such as a church to meet this need.

EMERGENCY INFORMATION

All students are required to have up-to-date health and emergency information on file at school. This is to include emergency telephone numbers where a parent/guardian can be reached during the school day. In addition, emergency contact information should be provided in case a parent is unavailable. Parents/guardians will also be asked by their transportation office to provide emergency information that will be kept on the school bus.

FIELD TRIPS

During the school year community-based volunteer programming and field trips are planned to different locations in the community to enhance the educational experience. There may be a charge for field trips depending on the activity. Intermediate School District 917 will provide the transportation. Permission is granted through the Online Registration in Infinite Campus. Notification of community-based programming and trips will be provided in advance. Students will not be allowed to participate in community-based programming or field trips unless permission is granted and emergency health forms have been completed and are on file at the school.

GENDER IDENTITY

Students have the right to be identified by their name, pronoun, and asserted gender in learning spaces, facilities, and extracurricular activities. Students and their guardians must communicate and complete proper documentation with the district to change school records to reflect their name, pronoun, and/or gender identity.

HAZING

Hazing is prohibited. No student will plan, direct, encourage, aid, or engage in hazing. Students who violate this rule will be subject to disciplinary action pursuant to the school district's policy which can be found at [About > School Board > Policies > 500 students](#).

HEALTH SCREENINGS

Students will participate in health screenings throughout the year including hearing and vision screening. Students may be screened at the request of a parent or teacher or as part of the 3-year re-evaluation process. Please contact your child's licensed school nurse with any questions.

ILLNESS - HOME

To help reduce the spread of disease throughout the school, we ask families to keep students home from school for the following conditions:

- Fever of 100.0 or greater, remain at home until 24 hours after the fever returns to normal without fever-reducing medication.
- Vomiting and/or diarrhea, remain at home until 24 hours after the last episode.
- Cold symptoms such as a new cough, congestion, nasal drainage, sore throat, decreased appetite, interrupted sleep, and fatigue. We recommend checking with your physician before sending your student back to school.
- Undiagnosed rash until consulting with your physician.
- Red eyes with drainage until consulting with your physician.

In Addition:

- Remain at home for 24 hours after the first dose of antibiotics is started
- Please report any communicable illness such as chickenpox, pink eye, strep throat, Covid-19, influenza, or ringworm to your child's licensed school nurse.

ILLNESS/INJURY - SCHOOL

If a student becomes ill or is injured at school, the parent will be contacted. If a parent cannot be reached, the emergency contacts will be called. Transportation home and additional medical care are the

responsibility of the parent/guardian.

In the event that 911 is called, emergency response personnel will assess the need for further medical treatment and possible transport to a hospital. Parent/Guardian will communicate with emergency response personnel related to the action advised. If transport is needed, a parent or guardian is expected to be onsite at the hospital to provide consent for treatment.

Please note that the nurse will also consider:

- If illness results in a need for care that is greater than the staff can provide without compromising the health and safety of other children;
- If a child appears to be severely ill;
- If illness poses a risk of spreading of disease to others;
- If any child determined by the local health department is contributing to the transmission of illness during an outbreak.

If your student has a fever they need to stay home and away from others until the fever is gone and their symptoms are improving for 24 hours without the use of fever reducing medicine. When returning, precautions should be taken to reduce the risk to others for the next 5 days such as masking.

IMMUNIZATIONS

In order to attend school, students must show that they are in compliance with *Minnesota School Immunization Requirements*. Intermediate School District 917 follows our member districts' policies, which include a "No Shots, No School Policy." This policy states that students who are not up to date on their immunizations will not be allowed to start school until they provide the school with documentation that they have received the required immunizations. See the [Minnesota Department of Health website](#) for more information on required immunizations.

Students transferring into an Intermediate School District 917 program are allowed a 30-day grace period to meet the immunization requirements.

INSTRUCTIONAL MATERIALS AND SUPPLIES

In some programs, parents are expected to provide supplies. If instructional materials are lost or damaged, a charge may be assessed to the student who lost or damaged the item.

INTERNET ACCEPTABLE USE

Please refer to [ISD 917's policy](#) for internet acceptable use. Acceptance of this policy is included in Online Registration in Infinite Campus.

LANGUAGE ACCESS PLAN

Please refer to [ISD 917's Plan](#) for Language Access.

LOCKERS AND DESKS

Lockers, desks, and storage areas are the property of Intermediate School District 917. At no time does Intermediate School District 917 relinquish its exclusive control of lockers/storage areas provided for the convenience of students. Inspection of the interior lockers/storage areas may be conducted by school

district authorities for any reason at any time, without notice, without student consent, and without a search warrant. The personal possessions of students within a school locker/storage area may be searched only when school authorities have a reasonable suspicion that the search will uncover evidence of a violation of law or school rules. As soon as practical after the search of a student's personal possessions, the school authorities must provide notice of the search to students whose lockers were searched unless disclosure would impede an on-going investigation by police or school officials.

MEDIA

During the school year, Intermediate School District 917 may wish to use a photograph, audio recording, or video recording of your child or work they have created for promotional or educational reasons, including, but not limited to: publications, posters, brochures, newsletters, website, social media, radio, and/or television. Permission for this is granted through Online Registration in Infinite Campus.

MEDICATIONS AND SPECIALIZED HEALTHCARE PROCEDURES

Intermediate School District 917 acknowledges that some students may require medication or specialized procedures during the school day. Medications that can be administered to the student before or after school will be the responsibility of the parent/guardian. Medications or procedures that are required during school hours will be administered by school nursing staff or a nurse designee who the nurse has trained and delegated the function of medication administration or delivery of specialized health care procedures.

All medications will be kept in the health office or designated area unless there is a written plan/agreement between the school, parent/guardian, physician, and student (when appropriate).

Parents are responsible for obtaining and providing the needed forms, medications, supplies, and equipment prior to their child receiving any medication or specialized health care procedures at school. All forms need to be updated annually and when there is any change in requested medication or procedure (i.e. dose, time, and type).

Requirements for Administration of Medications and Specialized Health Care Procedures:

- Signed authorization/directions from parent/guardian. See "[Authorization and Request for Administration of Medications](#)" form;
- Signed authorization from a physician is required for all prescription medications. See "[Authorization and Request for Administration of Medications](#)" form. Additionally, non-prescription medications may need a physician or licensed provider authorization at the discretion of the Licensed School Nurse.
- A signed authorization by the provider and parent/guardian for self-carry medications such as inhalers and epi-pens.
- All prescribed medications must be provided with an accurately labeled prescription container;
- All non-prescription medications provided by parents/guardians must be in an original container with a label and directions;
- Administration of medication or special procedures by our member district's health services for 917 students, will be in accordance with the member district's policies and procedures.
- Supplies and equipment for authorized procedures must be consistent with the directions/written authorizations.

NONDISCRIMINATION

The school district is committed to inclusive education and providing an equal educational opportunity for all students. The school district does not discriminate on the basis of race, color, creed, religion, national origin, sex, marital status, parental status, status with regard to public assistance, disability, sexual orientation, including gender identity and expression, or age in its programs and activities. The school board has designated Nicolle Roush, Executive Director of Business Services [1300 145th Street East, Rosemount 55068, 651-423-8227] as the district's human rights officer to handle inquiries regarding nondiscrimination.

NOTIFICATION OF INSTANCES OF VIOLENCE BY STUDENTS

Your child's history of instances of violence (*willful conduct in which a student endangers or causes physical injury to the students, other students, a school district employee, or surrounding person(s) or endangers or causes significant damage to school district property, regardless of whether related to a disability or whether discipline was imposed*), documented within the past 2 school years, will be shared with your child's classroom teacher. It will also be shared with additional staff members who have a legitimate educational interest in your child's instruction, teaching, student achievement and progress, discipline, health and welfare, and the ability to respond to a request for educational data. As the parent/guardian, you have the right to review your child's behavioral data, including the data related to instance of violence. Please feel free to contact your student's case manager or classroom teacher with this request.

PARENT RIGHT TO KNOW

If a parent requests it, the school district will provide information regarding the professional qualifications of their child's classroom teachers, including, at a minimum, the following:

1. whether the teacher has met state qualifications and licensing criteria for the grade levels and subject areas in which the teacher provides instruction;
2. whether the teacher is teaching under emergency or other provisional licensing status through which state qualification or licensing criteria have been waived;
3. the baccalaureate degree major of the teacher and any other graduate certification or degree held by the teacher, and the field of discipline of the certification or degree;
4. whether the student is provided services by paraprofessionals and, if so, their qualifications.

In addition, the school district will provide parents with information as to the level of achievement of their child in each of the state academic assessments. The school district will provide notice to parents if their child has been assigned to, or taught for four or more consecutive weeks by, a teacher who is not highly qualified.

PLEDGE OF ALLEGIANCE

Intermediate School District 917 has waived the requirement to recite the [Pledge of Allegiance via Board Policy 531](#), in accordance with Minn. Stat. § 121A.11, sub. 3. Intermediate School District 917 programs may be located in districts which recite the Pledge of Allegiance, in which case, the program will defer to the local district practice.

POLICIES

Please refer to the district website for applicable policies. They can be found by going to About > School

RESTRICTIVE PROCEDURES PLAN

The district's Restrictive Procedures Plan can be found [here](#). It is updated annually.

SCHOOL-SPONSORED STUDENT PUBLICATIONS AND/OR STUDENT PROJECTS

Expression in a school publication or in a student project is prohibited when the material:

- Expresses or advocates sexual, racial or religious harassment or violence or prejudice;
- Encourages students to commit illegal acts or violate school regulations or substantially disrupts the orderly operation of school or school activities;
- Advertises or promotes any product or service not permitted for minors by law;
- Is libelous or slanderous; or
- Is obscene to minors.

Students violating these guidelines are subject to disciplinary action.

SEARCHES

The personal possessions of a student and a student's person may be searched when school officials have a reasonable suspicion that the search will uncover a violation of law and/or school rules. The search will be reasonable in its scope and intrusiveness.

SOCIAL MEDIA

Intermediate School District 917 is active on social media sites (including Facebook, Instagram, Twitter, and YouTube). Permission to post your child's picture on social media sites, should an activity warrant a social media post (ex. School dances, classroom activities, school-wide events, etc.) is granted through Online Registration in Infinite Campus. Please be aware that these sites are viewable to anyone who chooses to follow our social media pages.

SOFTWARE INVENTORY & STUDENT DATA ELEMENTS

Intermediate School District 917 uses a variety of digital tools to support student learning. Technology vendors and software are utilized to support work as we help all students develop the skills necessary to succeed in an ever-changing world. We have an inventory of our curriculum, testing, and assessment tools posted and include an outline of the student data elements within each tool. This list is maintained and communicated annually to all families at the start of the school year. [Click here to view the Software Inventory!](#)

STATE TESTING

Minnesota students take statewide assessments to provide school districts and the public with a snapshot of student learning across classrooms and the district. Two types of assessments are given in Minnesota:

1. Minnesota Comprehensive Assessment (MCA) and Minnesota Test of Academic Skills (MTAS). These assessments are given in the spring in the areas of reading, math, and science to provide a snapshot of learning academic standards.
2. English Language Proficiency Accountability Assessments. Students who are identified as English learners (ELs) take the ACCESS or Alternate ACCESS assessment to provide a snapshot of English language development.

Family letters and fact sheets about the statewide assessments can be found at: <https://education.mn.gov/MDE/fam/tests/>. These documents are also translated into a variety of languages under the Translated Documents section.

Further, Minnesota Statutes, section 120B.31, subdivision 4a, requires the Minnesota Department of Education (MDE) to publish a form for parents/guardians to complete if they refuse to have their student participate in state-required standardized assessments. It includes some basic information to help parents/guardians make informed decisions that benefit their child, school, and community. The form to meet this legislative requirement is included in the appendices of this handbook or you can access it at <https://education.mn.gov/MDE/fam/tests/> under the Student Participation section. If you choose to complete it, it must be returned to your student's administrator; your student's administrator may require additional information.

[Statewide Assessments: Parent/Guardian Participation Guide and Refusal Information](#)

STUDENT CODE OF CONDUCT

Before attending a student organization activity, the instructor will inform students of the student organization's code of conduct. Students will be asked to agree to conduct themselves according to the code. Students attending a school-sponsored student activity must also follow the same behavioral guidelines that apply in all Intermediate School District 917 programs. Students are subject to disqualification and dismissal from the activity and to disciplinary action if they do not conform to these standards of conduct. This includes all forms of hazing. Violators will be disciplined based on the conduct violation.

STUDENT RECORDS

Student records are classified as public, private, or confidential. State and federal laws protect student records from unauthorized inspection or use and provide parents/guardians and eligible students with certain rights. For the purposes of student records, an "eligible" student is one who is 18 or older or who is enrolled in an institution of post-secondary education. For more information on the rights of parents/guardians and eligible students regarding student records, see the district's policy at About > School Board > Policies > 500 students.

STUDENT SURVEYS

Occasionally, the school district utilizes surveys to obtain student opinions and information about students. For complete information on the rights of parents/guardians and eligible students about conducting surveys, collection, and use of information for marketing purposes, and certain physical examinations, see the district's policy at About > School Board > Policies > 500 students.

TENNESSEN WARNING

When Intermediate School District 917 requests non-public data concerning you or your family, the purpose of that request will be specifically stated to you. In addition, our overall purpose and intended use of all such data shall be for the smooth and uninterrupted conduct of business to fulfill the educational

purpose of Intermediate School District 917. At the time that any non-public data is requested from you regarding your family, you will be informed of the consequences arising from supplying or refusing to supply such information. In addition, you will be informed of the persons or entities authorized by law to receive the information unless the individual requesting the information does so pursuant to a law enforcement investigation, otherwise governed by law. Unless you are specifically notified otherwise, the information gathered by Intermediate School District 917 will be routinely accessed by District personnel, agents, contractors and others authorized by law to the extent necessary.

THIRD PARTY BILLING

Minnesota Statutes, section 125A.21, subdivision 2, requires school districts to seek reimbursement from insurers and other third parties for the cost of services provided by a Local Educational Agency (LEA) whenever these services are covered by the child's health insurance. This statute is based on federal regulations and the Individuals with Disabilities Education Act (IDEA). LEAs can enroll with the Minnesota Health Care Programs (MHCP) as an MHCP Individualized Education Program (IEP) provider. Information about Minnesota Health Care Programs can be found at <https://mn.gov/dhs/health-care-coverage/>.

TRANSPORTATION

The local school district is responsible for transporting students and inquiries regarding transportation should be made to their office.

- The local school district will contact parents regarding the time students will be picked up for school.
- Students will be picked up and delivered to a consistent location (home, neighbor, babysitter, etc.).
- Buses do not leave the school without students unless parents have made special arrangements. Contact the school if you are making other arrangements for transportation home.
- Appropriate behavior is expected in school vehicles. Students who are disruptive can interfere with the driver and cause dangerous situations to occur.
- If a student will not be attending school, the bus driver or transportation office of the local school district should be notified.
- Intermediate School District 917 will assist the local district with disciplinary bus issues when appropriate. Intermediate School District 917 needs a written report of the incident to establish what, if any, disciplinary measures are needed.

Students wanting to drive to school need prior approval from the program supervisor.

School officials may conduct routine patrols of student parking lots and other school district locations and routine inspections of the exteriors of the motor vehicles of students. Such patrols and inspections may be conducted without notice, without student consent, and without a search warrant.

The interior of a student's motor vehicle, including the glove and trunk compartments, in a school district location may be searched when school officials have a reasonable suspicion that the search will uncover a violation of law and/or school policy or rule. The search will be reasonable in its scope and intrusiveness. Such searches may be conducted without notice, without consent, and without a search warrant. A student will be subject to loss of parking privileges and to discipline if the student refuses to open a locked motor

vehicle or its compartments under the student's control upon a school official's request.

VISITORS

All visitors must sign in at the school office before being escorted to their appointments. In many schools visitors will be required to have identification badges. Students are not allowed to bring visitors to school without special permission from the program supervisor. If a parent would like to observe a classroom, an appointment must be made in advance with the program supervisor. Other children, friends, or siblings are not to accompany parents on these visits.



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

Dr. Michael Favor

TO: School Board
FROM: Dr. Michael Favor
DATE: August 5, 2025
RE: Policies

The policies listed below are a second and final reading:

- **211 Criminal or Civil Action Against School District, School Board Member, Employee or Student** – miscellaneous changes
- **213 School Board Committee** – needs discussion on committees



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Dr. Michael Favor

TO: School Board
FROM: Dr. Michael Favor
DATE: August 5, 2025
RE: Policies

The policies listed below are a first and final reading:

- **506 Student Discipline** – Annual review, no changes
- **722 Public Data Requests** – Annual review, changed name to Director of Finance from Ex. Director of Business Services

The policies below are a first reading:

- **414 Mandated reporting of Child Neglect or Physical or Sexual Abuse** –
- **418 Drug-Free Workplace/Drug-Free School** –
- **501 School Weapons Policy** –
- **515 Protection and Privacy of Pupil Records** -

211 CRIMINAL OR CIVIL ACTION AGAINST SCHOOL DISTRICT, SCHOOL BOARD MEMBER, EMPLOYEE, OR STUDENT

I. PURPOSE

The purpose of this policy is to provide guidance ~~as to~~ **about** the school district's position, rights, and responsibilities when a civil or criminal action is pending against the school district, or a school board member, school district employee or student.

II. GENERAL STATEMENT OF POLICY

- A. The school district recognizes that, when civil or criminal actions are pending against a school board member, school district employee, or student, the school district may be requested or required to take action.
- B. In responding to such requests and/or requirements, the school district will take such measures as are appropriate to its primary mission of providing for the education of students in an environment that is safe for staff and students and is conducive to learning.
- C. The school district acknowledges its statutory obligations with respect to providing assistance to school board members and employees who are sued in connection with performance of school district duties. Collective bargaining agreement and school district policies may also apply.

III. CIVIL ACTIONS

- A. Pursuant to ~~Minn. Stat. §~~ **Minnesota Statutes section** 466.07, Subd. 1, the school district shall defend and indemnify any school board member or school district employee for damages in school-related litigation, including punitive damages, claimed or levied against the school board member or employee, provided that ~~they~~ **the school board member or employee** were acting in the performance of the duties of the position and were not guilty of malfeasance, willful neglect of duty, or bad faith.
- B. Pursuant to ~~Minn. Stat. §~~ **Minnesota Statutes section** 123B.25(b), with respect to teachers employed by the school district, upon written request of the teacher involved, the school district ~~shall~~ **must** provide legal counsel for any school teacher against whom a claim is made or action is brought for recovery of

damages in any tort action involving physical injury to any person or property or for wrongful death arising out of or in connection with the employment of the teacher with the school district. The school district will choose legal counsel after consultation with the teacher.

C. Data Practices

Educational data and personnel data maintained by the school district may be sought as evidence in a civil proceeding. The school district will release the data only pursuant to the Minnesota Government Data Practices Act, ~~Minn. Stat. Ch.~~ **Minnesota Statutes Chapter** 13, and to the Family Educational Rights and Privacy Act, 20 U.S.C. § **United States Code** 1232g and related regulations. When an employee is subpoenaed and is expected to testify regarding educational data or personnel data, **the employee will** inform the building administrator or designated supervisor, who shall immediately inform the superintendent or designee. No school board member or employee may release data without consultation in advance with the school district official ~~who is~~ designated as the **responsible** authority ~~responsible~~ for the collection, use and dissemination of data.

D. Service of Subpoenas

~~The policy of the school district is that its~~ **School district** officers and employees will normally not be involved in providing service of process for third parties in the school setting.

E. Leave to Testify

Leave for employees appearing in court, either when sued or under subpoena to testify, will be considered in accordance with school district personnel policies and applicable collective bargaining agreements.

IV. CRIMINAL CHARGES OR CONDUCT

A. Employees

1. The school district expects that its employees serve as positive role models for students. As role models for students, employees have a duty to conduct themselves in an exemplary manner.
2. If the school district receives information relating to activities of a criminal nature, by an employee, the school district will investigate and take appropriate disciplinary action, which may include discharge, subject to school district policies, statutes and provisions of applicable collective bargaining agreements.

FYI - the following paragraph was not in our policy – was there a reason we did not include it?

3. Pursuant to Minnesota Statutes section 123B.02, subdivision 20, if reimbursement for a criminal defense is requested by a school district employee, the school board may, after consulting with its legal counsel, reimburse the employee for any costs and reasonable attorney fees incurred by the employee to defend criminal charges brought against the employee arising out of the performance of duties for the school district. The decision whether to reimburse shall be made in the school board's discretion. A school board member who is a witness or an alleged victim in the case may not vote on the reimbursement. If a quorum of the school board is disqualified from voting on the reimbursement, the reimbursement must be approved by a judge of the district court.

B. Students

The school district has an interest in maintaining a safe and healthful environment and in preventing disruption of the educational process. ~~In order to further~~ **To promote** that interest, the school district will take appropriate action regarding students convicted of crimes that relate to the school environment.

C. Criminal Investigations

1. The policy of the school district is to cooperate with law enforcement officials. The school district will make all efforts, however, to encourage law enforcement officials to question students and employees outside of school hours and off school premises unless ~~there are~~ extenuating circumstances **exist** or the matter being investigated is school-related, or as otherwise provided by law.
2. If ~~such~~ questioning at school is unavoidable, the school district will attempt to maintain confidentiality, to avoid embarrassment to students and employees and to avoid disruption of the educational program. The school district will attempt to notify parents of a student under age 18 that police will be questioning their child. Normally, the superintendent, principal, or other appropriate school official will be present during the interview, except as otherwise required by law (Minnesota Statutes section 260E.22), or as otherwise determined in consultation with the parent or guardian.

D. Data Practices

The school district will release to juvenile justice and law enforcement authorities educational and personnel data only in accordance with ~~Minn. Stat. Ch.~~ **Minnesota Statutes Chapter** 13 (Minnesota Government Data Practices Act) and

20 U.S.C. § ~~United Statutes Code section~~ 1232g (FERPA).

V. STATEMENTS WHEN LITIGATION IS PENDING

The school district recognizes that when a civil or criminal action is commenced or pending, parties to the lawsuit have particular duties in reference to persons involved or named in the lawsuit, as well as insurance carrier(s). Therefore, school board members or school district employees shall make or release statements in that situation only in consultation with legal counsel.

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 123B.02, Subd. 20 (Legal Counsel; Reimbursement)
Minn. Stat. § 123B.25(b) (~~Actions Against Teachers~~) (**Legal Actions Against Districts and Teachers**)
Minn. Stat. § 260E.22(Interviews)
Minn. Stat. § 260E.22 (Interviews)
Minn. Stat. § 466.07, Subd. 1 (Indemnification)
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)
42 U.S.C. § 1983 (Civil Action for Depriving Rights)
Op. Atty. Gen. 169 (Minn, Mar. 7, 1963)
Op. Atty. Gen. 169 (Minn, Nov. 3, 1943)
Dyppress v. School Committee of Boston, 446 N.E.2d 1099 (Mass. App. Ct. 1983)
Wood v. Strickland, 420 U.S. 308, 95 S.Ct. 992, 43 L.Ed.2d 214 (1975)

Cross References: MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 406 (Public and Private Personnel Data)
MSBA/MASA Model Policy 408 (Subpoena of a School District Employee)
MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)

AS OF THIS DATE, WE HAVE NO BOARD COMMITTEES ASSIGNED.

Mark Zuzek is assigned our MSBA and AMSD Rep. All other committees will be discussed in the Board Work Sessions prior to the Regular Board meetings.

213 SCHOOL BOARD COMMITTEES

In order to facilitate the Board policy-making responsibilities, the Board shall establish committees for the purpose of allowing more extensive study or work on specific issues than would be possible by the Board as a whole.

Standing Committees of the Board shall be:

Budget & Finance
~~Buildings and Grounds~~
Instructional Programs
Insurance
~~Personnel~~
Policy

The members of each standing committee shall be appointed annually by the Board Chair.

School Board Committee membership is reviewed annually and voted upon by the Board. No member shall serve longer than three consecutive years on a committee without the formal approval of the majority of the Board.

The Board Chair shall appoint a committee chair.

The Chair may appoint temporary committees at the request of the Board. These temporary committees will be dissolved when their purpose has been accomplished.

The Board Chair shall be an ex-officio member of all committees, standing and temporary. The Superintendent shall be an ex-officio member of all committees except for the exclusion provided in 002.54, Executive sessions.

722 PUBLIC DATA AND DATA SUBJECT REQUESTS

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. DEFINITIONS

A. Confidential Data on Individuals

Data made not public by statute or federal law applicable to the data and are inaccessible to the individual subject of those data.

B. Data on Individuals

All government data in which any individual is or can be identified as the subject of that data, unless the appearance of the name or other identifying data can be clearly demonstrated to be only incidental to the data and the data are not accessed by the name or other identifying data of any individual.

C. Data Practices Compliance Officer

The data practices compliance official is the designated employee of the school district to whom persons may direct questions or concerns regarding problems in obtaining access to data or other data practices problems. The responsible authority may be the data practices compliance official.

D. Government Data

All data collected, created, received, maintained or disseminated by any government entity regardless of its physical form, storage media or conditions of use.

E. Individual

“Individual” means a natural person. In the case of a minor or an incapacitated person as defined in Minnesota Statutes section 524.5-102, subdivision 6, "individual" includes a parent or guardian or an individual acting as a parent or guardian in the absence of a parent or guardian, except that the responsible authority shall withhold data from parents or guardians, or individuals acting as parents or guardians in the absence of parents or guardians, upon request by the minor if the responsible authority determines that withholding the data would be in the best interest of the minor.

F. ~~Inspection~~

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

G. Not Public Data

Any government data classified by statute, federal law, or temporary classification as confidential, private, nonpublic, or protected nonpublic.

H. Nonpublic Data

Data not on individuals made by statute or federal law applicable to the data: (a) not accessible to the public; and (b) accessible to the subject, if any, of the data.

I. Private Data on Individuals

Data made by statute or federal law applicable to the data: (a) not public; and (b) accessible to the individual subject of those data.

J. Protected Nonpublic Data

Data not on individuals made by statute or federal law applicable to the data (a) not public and (b) not accessible to the subject of the data.

K. Public Data

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

L. Public Data Not on Individuals

Data accessible to the public pursuant to Minnesota Statutes section 13.03.

M. Public Data on Individuals

Data accessible to the public in accordance with the provisions of section 13.03.

N. Responsible Authority

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

O. Summary Data

Statistical records and reports derived from data on individuals but in which individuals are not identified and from which neither their identities nor any other characteristic that could uniquely identify an individual is ascertainable. Unless classified pursuant to Minnesota Statutes section 13.06, another statute, or federal law, summary data is public.

IV. REQUESTS FOR PUBLIC DATA

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

1. A request for public data must include the following information:
 - a. Date the request is made;
 - b. A clear description of the data requested;
 - c. Identification of the form in which the data is to be provided (e.g., inspection, copying, both inspection and copying, etc.); and
 - d. Method to contact the requestor (such as phone number, address, or email address).
2. Unless specifically authorized by statute, the school district may not require persons to identify themselves, state a reason for, or justify a request to gain access to public government data. A person may be asked to provide certain identifying or clarifying information for the sole purpose of facilitating access to the data.
3. The identity of the requestor is public, if provided, but cannot be required

by the government entity.

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

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

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

specific form or arrangement if the school district does not keep the data in that form or arrangement.

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

V. REQUEST FOR SUMMARY DATA

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

VI. DATA BY AN INDIVIDUAL DATA SUBJECT

- A. ~~Private or confidential data on an individual shall not be collected, stored, used, or disseminated by the school district for any purposes other than those stated to the individual at the time of collection in accordance with Minnesota Statutes section 13.04, except as provided in Minnesota Statutes section 13.05, subdivision 4.~~
- B. ~~Upon request to the responsible authority or designee, an individual shall be informed whether the individual is the subject of stored data on individuals, and whether it is classified as public, private or confidential. Upon further request, an individual who is the subject of stored private or public data on individuals shall be shown the data without any charge and, if desired, shall be informed of the content and meaning of that data.~~
- C. ~~After an individual has been shown the private data and informed of its meaning, the data need not be disclosed to that individual for six months thereafter unless a dispute or action pursuant to this section is pending or additional data on the individual has been collected or created.~~
- D. ~~The responsible authority or designee shall provide copies of the private or public data upon request by the individual subject of the data. The responsible authority or designee may require the requesting person to pay the actual costs of making and certifying the copies.~~
- E. ~~The responsible authority or designee shall comply immediately, if possible, with any request made pursuant to this subdivision, or within ten days of the date of the request, excluding Saturdays, Sundays and legal holidays, if immediate compliance is not possible.~~
- F. ~~An individual subject of the data may contest the accuracy or completeness of public or private data. To exercise this right, an individual shall notify in writing the responsible authority describing the nature of the disagreement. The responsible authority shall within 30 days either: (1) correct the data found to be inaccurate or incomplete and attempt to notify past recipients of inaccurate or incomplete data, including recipients named by the individual; or (2) notify the individual that the authority believes the data to be correct. Data in dispute shall be disclosed only if the individual's statement of disagreement is included with the disclosed data.~~
- G. ~~The determination of the responsible authority may be appealed pursuant to the provisions of the Administrative Procedure Act relating to contested cases. Upon receipt of an appeal by an individual, the commissioner shall, before issuing the order and notice of a contested case hearing required by Minnesota Statutes chapter 14, try to resolve the dispute through education, conference, conciliation, or persuasion. If the parties consent, the commissioner may refer the matter to mediation. Following these efforts, the commissioner shall dismiss the appeal or issue the order and notice of hearing.~~

- H. Data on individuals that have been successfully challenged by an individual must be completed, corrected, or destroyed by a government entity without regard to the requirements of Minnesota Statutes section 138.17.
- I. After completing, correcting, or destroying successfully challenged data, the school district may retain a copy of the commissioner of administration's order issued under Minnesota Statutes chapter 14 or, if no order were issued, a summary of the dispute between the parties that does not contain any particulars of the successfully challenged data.

VII. REQUESTS FOR DATA BY AN INDIVIDUAL SUBJECT OF THE DATA

- A. All requests for individual subject data must be made in writing directed to the responsible authority.
- B. A request for individual subject data must include the following information:
 - 1. Statement that one is making a request as a data subject for data about the individual or about a student for whom the individual is the parent or guardian;
 - 2. Date the request is made;
 - 3. A clear description of the data requested;
 - 4. Proof that the individual is the data subject or the data subject's parent or guardian;
 - 5. Identification of the form in which the data is to be provided (e.g., inspection, copying, both inspection and copying, etc.); and
 - 6. Method to contact the requestor (such as phone number, address, or email address).
- C. The identity of the requestor of private data is private.
- D. The responsible authority may seek clarification from the requestor if the request is not clear before providing a response to the data request.
- E. Policy 515 (Protection and Privacy of Pupil Records) addresses requests of students or their parents or guardians for educational records and data.

VIII. COSTS

- A. Public Data

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

B. Summary Data

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

C. Data Belonging to an Individual Subject

1. The responsible authority or designee may require the requesting person to pay the actual costs of making and certifying the copies.

The responsible authority shall not charge the data subject any fee in those instances where the data subject only desires to view private data.

The responsible authority or designee may require the requesting person to pay the actual costs of making and certifying the copies. Based on the factors set forth in Minnesota Rule 1205.0300, subpart 4, the school district determines that a reasonable fee would be the charges set forth in section VIII.A of this policy that apply to requests for data by the public.

2. The school district may not charge a fee to search for or to retrieve educational records of a child with a disability by the child's parent or guardian or by the child upon the child reaching the age of majority.

XVI. Annual Review and Posting

- A. The responsible authority shall prepare a written data access policy and a written policy for the rights of data subjects (including specific procedures the school district uses for access by the data subject to public or private data on individuals). The responsible authority shall update the policies no later than August 1 of each year, and at any other time as necessary to reflect changes in personnel, procedures, or other circumstances that impact the public's ability to access data.
- B. Copies of the policies shall be easily available to the public by distributing free copies to the public or by posting the policies in a conspicuous place within the school district that is easily accessible to the public or by posting them on the school district's website.

Data Practices Contacts

Responsible Authority:

Superintendent
~~1300 145th Street East~~
Rosemount, MN 55068
651-423-8226

Data Practices Compliance Official:

~~Executive Director of Business Services~~ **Director of Finance**

~~1300 145th Street East~~
Rosemount, MN 55068
651-423-8227

Data Practices Designee(s):

HR Coordinator
~~1300 145th Street East~~
Rosemount, MN 55068
651-423-8652

Legal References:

Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 13.01 (Government Data)
Minn. Stat. § 13.02 (Definitions)
Minn. Stat. § 13.025 (Government Entity
Obligation) Minn. Stat. § 13.03 (Access to
Government Data) Minn. Stat. § 13.04 (Rights of
Subjects to Data) Minn. Stat. § 13.05 (Duties of
Responsible Authority) Minn. Stat. § 13.32
(Educational Data)
Minn. Rules Part 1205.0300 (Access to Public
Data) Minn. Rules Part 1205.0400 (Access to
Private Data)

Cross References:

MSBA/MASA Model Policy 406 (Public and Private Personnel Data)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil
Record)

506 STUDENT DISCIPLINE

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

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

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

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

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

III. DEFINITIONS

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

IV. POLICY

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

school district under Minnesota Statutes, section 245.4889 continues to be eligible for those services until the pupil is enrolled in a new district; and

3. the school district must provide to the pupil's parent or guardian information on accessing mental health services, including any free or sliding fee providers in the community. The information must also be posted on the school district website.

V. AREAS OF RESPONSIBILITY

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

chest, lungs, sternum, diaphragm, back, or abdomen; or results in straddling a student's torso.

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

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

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

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

VI. STUDENT RIGHTS

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

VII. STUDENT RESPONSIBILITIES

All students have the responsibility:

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

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

VIII. CODE OF STUDENT CONDUCT

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

Devices, and Electronic Delivery Devices Policy;

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

Transportation Safety Policy;

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

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

IX. RECESS AND OTHER BREAKS

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

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

X. DISCIPLINARY ACTION OPTIONS

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

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

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

XI. REMOVAL OF STUDENTS FROM CLASS

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

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

- 1. Willful conduct that significantly disrupts the rights of others to an education, including conduct that interferes with a teacher’s ability to teach or

communicate effectively with students in a class or with the ability of other students to learn;

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

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

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

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

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

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

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

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

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

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

XII. DISMISSAL

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

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

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

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

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

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

- C. Disciplinary Dismissals Prohibited

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

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

D. Suspension Procedures

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

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

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

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

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

E. Expulsion and Exclusion Procedures

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

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

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

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

XIII. ADMISSION OR READMISSION PLAN

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

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

XIV. NOTIFICATION OF POLICY VIOLATIONS

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

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

XV. STUDENT DISCIPLINE RECORDS

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

XVI. STUDENTS WITH DISABILITIES

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

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

behavior.

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

XVII. OPEN ENROLLED STUDENTS

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

XVIII. DISCIPLINE COMPLAINT PROCEDURE

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

The Discipline Complaint Procedure must, at a minimum:

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

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

XIX. DISTRIBUTION OF POLICY

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

XX. REVIEW OF POLICY

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

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

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

MSBA/MASA Model Policy 419 (Tobacco-Free Environment; Possession and Use of Tobacco, Tobacco-Related Devices, and Electronic Delivery Devices; Vaping Awareness and Prevention Instruction)

MSBA/MASA Model Policy 501 (School Weapons)

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

MSBA/MASA Model Policy 503 (Student Attendance)

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

MSBA/MASA Model Policy 507.5 (School Resource Officers)

MSBA/MASA Model Policy 514 (Bullying Prohibition Policy)

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

MSBA/MASA Model Policy 525 (Violence Prevention)

MSBA/MASA Model Policy 526 (Hazing Prohibition)

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

MSBA/MASA Model Policy 610 (Field Trips)

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

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

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

418 DRUG-FREE WORKPLACE/DRUG-FREE SCHOOL

I. PURPOSE

The purpose of this policy is to maintain a safe and healthful environment for employees and students by prohibiting the use of alcohol, toxic substances, medical cannabis, nonintoxicating cannabinoids, edible cannabinoid products, and controlled substances without a physician's prescription.

II. GENERAL STATEMENT OF POLICY

- A. Use or possession of alcohol, toxic substances, medical cannabis, nonintoxicating cannabinoids, edible cannabinoid products, and controlled substances before, during, or after school hours, at school or in any other school location, is prohibited as general policy. Paraphernalia associated with controlled substances is prohibited.
- B. A violation of this policy occurs when any student, teacher, administrator, other school district personnel, or member of the public uses or possesses alcohol, toxic substances, medical cannabis, nonintoxicating cannabinoids, edible cannabinoid products or controlled substances in any school location.
- C. An individual may not use or possess cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products in a public school, as defined in Minnesota Statutes, section 120A.05, subdivisions 9, 11, and 13, including all facilities, whether owned, rented, or leased, and all vehicles that the school district owns, leases, rents, contracts for, or controls.
- D. The school district will act to enforce this policy and to discipline or take appropriate action against any student, teacher, administrator, school personnel, or member of the public who violates this policy.

III. DEFINITIONS

- A. "Alcohol" includes any alcoholic beverage containing more than one-half of one percent alcohol by volume.
- B. "Controlled substances" include narcotic drugs, hallucinogenic drugs, amphetamines, barbiturates, marijuana, anabolic steroids, or any other controlled

substance as defined in Schedules I through V of the Controlled Substances Act, 21 United States Code section 812, including analogues and look-alike drugs.

- C. “Edible cannabinoid product” means any product that is intended to be eaten or consumed as a beverage by humans, contains a cannabinoid in combination with food ingredients, and is not a drug.
- D. “Nonintoxicating cannabinoid” means substances extracted from certified hemp plants that do not produce intoxicating effects when consumed by injection, inhalation, ingestion, or by any other immediate means.
- E. “Medical cannabis” means any species of the genus cannabis plant, or any mixture or preparation of them, including whole plant extracts and resins, and is delivered in the form of: (1) liquid, including, but not limited to, oil; (2) pill; (3) vaporized delivery method with use of liquid or oil but which does not require the use of dried leaves or plant form; (4) combustion with use of dried raw cannabis; or (5) any other method approved by the Commissioner of the Minnesota Department of Health (“Commissioner”).
- F. “Possess” means to have on one’s person, in one’s effects, or in an area subject to one’s control.
- G. “School location” includes any school building or on any school premises; in any school-owned vehicle or in any other school-approved vehicle used to transport students to and from school or school activities; off school property at any school-sponsored or school-approved activity, event, or function, such as a field trip or athletic event, where students are under the jurisdiction of the school district; or during any period of time such employee is supervising students on behalf of the school district or otherwise engaged in school district business.
- H. “Sell” means to sell, give away, barter, deliver, exchange, distribute or dispose of to another, or to manufacture; or to offer or agree to perform such an act, or to possess with intent to perform such an act.
- I. “Toxic substances” includes: (1) glue, cement, aerosol paint, containing toluene, benzene, xylene, amyl nitrate, butyl nitrate, nitrous oxide, or containing other aromatic hydrocarbon solvents, but does not include glue, cement, or paint contained in a packaged kit for the construction of a model automobile, airplane, or similar item; (2) butane or a butane lighter; or (3) any similar substance declared to be toxic to the central nervous system and to have a potential for abuse, by a rule adopted by the Commissioner.
- J. “Use” means to sell, buy, manufacture, distribute, dispense, be under the influence of, or consume in any manner, including, but not limited to, consumption by injection, inhalation, ingestion, or by any other immediate means.

IV. EXCEPTIONS

- A. A violation of this policy does not occur when a person brings onto a school location, for such person's own use, a controlled substance, except medical cannabis, nonintoxicating cannabinoids, or edible cannabinoid products, which has a currently accepted medical use in treatment in the United States and the person has a physician's prescription for the substance. The person shall comply with the relevant procedures of this policy.
- B. A violation of this policy does not occur when a person possesses an alcoholic beverage in a school location when the possession is within the exceptions of Minnesota Statutes section 624.701, subdivision 1a (experiments in laboratories; pursuant to a temporary license to sell liquor issued under Minnesota laws or possession after the purchase from such a temporary license holder).
- C. A violation of this policy does not occur when a person uses or possesses a toxic substance unless they do so with the intent of inducing or intentionally aiding another in inducing intoxication, excitement, or stupefaction of the central nervous system, except under the direction and supervision of a medical doctor.
- D. The school district may not refuse to enroll or otherwise penalize a patient or person enrolled in the Minnesota Patient Registry Program **or a Tribal medical cannabis program** as a pupil solely because the patient or person is enrolled in the registry program, unless failing to do so would violate federal law or regulations or cause the school to lose a monetary or licensing-related benefit under federal law or regulations.

An employer or a school must provide written notice to a patient at least 14 days before the employer or school takes an action against the patient that is prohibited under Minnesota Statutes, section 342.57, subdivision 3 or 5. The written notice must cite the specific federal law or regulation that the employer or school believes would be violated if the employer or school fails to take action. The notice must specify what monetary or licensing-related benefit under federal law or regulations that the employer or school would lose if the employer or school fails to take action.

A school or an employer must not retaliate against a patient for asserting the patient's rights or seeking remedies under Minnesota Statutes, section 342.57 or section 152.32.

The 2025 Minnesota Legislature amended this law.

V. PROCEDURES

- A. Students who have a prescription from a physician for medical treatment with a controlled substance, except medical cannabis, nonintoxicating cannabinoids, or edible cannabinoid products, must comply with the school district's student medication policy.

- B. Employees who have a prescription from a physician for medical treatment with a controlled substance, except medical cannabis, nonintoxicating cannabinoids, or edible cannabinoid products, are permitted to possess such controlled substance and associated necessary paraphernalia, such as an inhaler or syringe. The employee must inform their supervisor. The employee may be required to provide a copy of the prescription.
- C. Each employee shall be provided with written notice of this Drug-Free Workplace/Drug-Free School policy and shall be required to acknowledge that they have received the policy.
- D. Employees are subject to the school district's drug and alcohol testing policies and procedures.
- E. Members of the public are not permitted to possess controlled substances, intoxicating cannabinoids, or edible cannabinoid products in a school location except with the express permission of the superintendent.
- F. No person is permitted to possess or use medical cannabis, nonintoxicating cannabinoids, or edible cannabinoid products on a school bus or van; or on the grounds of any preschool or primary or secondary school; or on the grounds of any child care facility. This prohibition includes (1) vaporizing or combusting medical cannabis on any form of public transportation where the vapor or smoke could be inhaled by a minor child or in any public place, including indoor or outdoor areas used by or open to the general public or place of employment; and (2) operating, navigating, or being in actual physical control of any motor vehicle or working on transportation property, equipment or facilities while under the influence of medical cannabis, nonintoxicating cannabinoids, or edible cannabinoid products.
- G. Possession of alcohol on school grounds pursuant to the exceptions of Minnesota Statutes section 624.701, subdivision 1a, shall be by permission of the school board only. The applicant shall apply for permission in writing and shall follow the school board procedures for placing an item on the agenda.

VI. SCHOOL PROGRAMS

- A. Starting in the 2026-2027 school year, the school district must implement a comprehensive education program on cannabis use and substance use, including but not limited to the use of fentanyl or mixtures containing fentanyl, for students in middle school and high school. The program must include instruction on the topics listed in Minnesota Statutes, section 120B.215, subdivision 1 and must:
 - 1. respect community values and encourage students to communicate with parents, guardians, and other trusted adults about cannabis use and substance use, including but not limited to the use of fentanyl or mixtures containing fentanyl; and

2. refer students to local resources where students may obtain medically accurate information about cannabis use and substance use, including but not limited to the use of fentanyl or mixtures containing fentanyl, and treatment for a substance use disorder.
- B. School district efforts to develop, implement, or improve instruction or curriculum as a result of the provisions of this section must be consistent with Minnesota Statutes, sections 120B.10 and 120B.11.
 - C. Notwithstanding any law to the contrary, the school district shall have a procedure for a parent, a guardian, or an adult student 18 years of age or older to review the content of the instructional materials to be provided to a minor child or to an adult student pursuant to this article. The district must allow a parent or adult student to opt out of instruction under this article with no academic or other penalty for the student and must inform parents and adult students of this right to opt out.

VI. ENFORCEMENT

A. Students

1. Students may be required to participate in programs and activities that provide education against the use of alcohol, tobacco, marijuana, smokeless tobacco products, electronic cigarettes, and nonintoxicating cannabinoids, and edible cannabinoid products.
2. Students may be referred to drug or alcohol assistance or rehabilitation programs; school based mental health services, mentoring and counseling, including early identification of mental health symptoms, drug use and violence and appropriate referral to direct individual or group counselling service. which may be provided by school based mental health services providers; and/or referral to law enforcement officials when appropriate.
3. A student who violates the terms of this policy shall be subject to discipline in accordance with the school district's discipline policy. Such discipline may include suspension or expulsion from school.

B. Employees

1. As a condition of employment in any federal grant, each employee who is engaged either directly or indirectly in performance of a federal grant shall abide by the terms of this policy and shall notify their supervisor in writing of their conviction of any criminal drug statute for a violation occurring in any of the places listed above on which work on a school district federal grant is performed, no later than five (5) calendar days after such conviction. Conviction means a finding of guilt (including a plea of

nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the federal or state criminal drug statutes.

2. An employee who violates the terms of this policy is subject to disciplinary action, including nonrenewal, suspension, termination, or discharge as deemed appropriate by the school board.
3. In addition, any employee who violates the terms of this policy may be required to satisfactorily participate in a drug and/or alcohol abuse assistance or rehabilitation program approved by the school district. Any employee who fails to satisfactorily participate in and complete such a program is subject to nonrenewal, suspension, or termination as deemed appropriate by the school board.
4. Sanctions against employees, including nonrenewal, suspension, termination, or discharge shall be pursuant to and in accordance with applicable statutory authority, collective bargaining agreements, and school district policies.

C. The Public

A member of the public who violates this policy shall be informed of the policy and asked to leave. If necessary, law enforcement officials will be notified and asked to provide an escort.

Legal References: Minn. Stat. § 120B.215 (Education on Cannabis Use and Substance Use)
Minn. Stat. § 121A.22 (Administration of Drugs and Medicine)
Minn. Stat. § 121A.40-§ 121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 151.72 (Sale of Certain Cannabinoid Products)
Minn. Stat. § 152.01, Subd. 15a (Definitions)
Minn. Stat. § 152.0264 (Cannabis Sale Crimes)
Minn. Stat. § 152.22, Subd. 6 (Definitions; Medical Cannabis)
Minn. Stat. § 152.23 (Limitations; Medical Cannabis)
Minn. Stat. § 169A.31 (Alcohol-Related School Bus or Head Start Bus Driving)
Minn. Stat. § 340A.101 (Definitions; Alcoholic Beverage)
Minn. Stat. § 340A.403 (3.2 Percent Malt Liquor Licenses)
Minn. Stat. § 340A.404 (Intoxicating Liquor; On-Sale Licenses)
Minn. Stat. § 342.09 (Personal Adult Use of Cannabis)
Minn. Stat. § 342.56 (Limitations)
Minn. Stat. § 609.684 (Abuse of Toxic Substances)
Minn. Stat. § 624.701 (Alcohol in Certain Buildings or Grounds)
20 U.S.C. § 7101-7122 (Student Support and Academic Enrichment Grants)
21 U.S.C. § 812 (Schedules of Controlled Substances)
41 U.S.C. §§ 8101-8106 (Drug-Free Workplace Act)

21 C.F.R. §§ 1308.11-1308.15 (Controlled Substances)
34 C.F.R. Part 84 (Government-Wide Requirements for Drug-Free Workplace)

Cross References: MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 416 (Drug and Alcohol Testing)
MSBA/MASA Model Policy 417 (Chemical Use and Abuse)
MSBA/MASA Model Policy 419 (Tobacco-Free Environment; Possession and use of Tobacco, Tobacco-Related Devices, and Electronic Delivery Devices; Vaping Awareness and Prevention Instruction)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 516 (Student Medication)

Resources: **To support the requirements for school districts and charter schools outlined in Minnesota Statute 2024, section 120B.215, subdivision 2, and in accordance with subdivision 1, MDE, in collaboration with MDH, the Minnesota Department of Human Services (DHS), and education experts, has created a**

List of Model Cannabis Education Programs for School District and Charter School Consideration.

Schools may choose to implement one of the listed programs or they may implement their own program(s) identified through a local curriculum adoption process by the 2026-27 school year. While it is not required for a school district or charter school to use one of the programs in the list, the list and rubric provided may be useful to school districts and charter schools in their own decision-making process.

Please visit MDE's Health Education webpage for more information.

501 SCHOOL WEAPONS POLICY

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. DEFINITIONS

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

“Weapon”

- ~~1. A “weapon” means any object, device or instrument designed as a weapon or through its use is capable of threatening or producing bodily harm or which may be used to inflict self-injury including, but not limited to, any firearm, whether loaded or unloaded; airguns; pellet guns; BB guns; all knives; blades; clubs; metal knuckles; numchucks; throwing stars; explosives; fireworks; mace and other propellants; stunguns; ammunition; poisons; chains; arrows; and objects that have been modified to serve as a weapon.~~
- ~~2. No person shall possess, use or distribute any object, device or instrument having the appearance of a weapon and such objects, devices or~~

~~instruments shall be treated as weapons including, but not limited to, weapons listed above which are broken or non-functional, look-alike guns; toy guns; and any object that is a facsimile of a real weapon.~~

~~3. No person shall use articles designed for other purposes (i.e., lasers or laser pointers, belts, combs, pencils, files, scissors, etc.), to inflict bodily harm and/or intimidate and such use will be treated as the possession and use of a weapon.~~

- B. “School Location” includes any school building or grounds, whether leased, rented, owned or controlled by the school, locations of school activities or trips, bus stops, school buses or school vehicles, school-contracted vehicles, the area of entrance or departure from school premises or events, all locations where school-related functions are conducted, and anywhere students are under the jurisdiction of the school district.
- C. “Possession” means having a weapon on one’s person or in an area subject to one’s control in a school location.
- D. “Dangerous Weapon” means any firearm, whether loaded or unloaded, or any device designed as a weapon and capable of producing death or great bodily harm, any combustible or flammable liquid or other device or instrumentality that, in the manner it is used or intended to be used, is calculated or likely to produce death or great bodily harm, or any fire that is used to produce death or great bodily harm. As used in this definition, "flammable liquid" means any liquid having a flash point below 100 degrees Fahrenheit and having a vapor pressure not exceeding 40 pounds per square inch (absolute) at 100 degrees Fahrenheit but does not include intoxicating liquor. As used in this subdivision, "combustible liquid" is a liquid having a flash point at or above 100 degrees Fahrenheit.

IV. EXCEPTIONS

- A. A student who finds a weapon on the way to school or in a school location, or a student who discovers that they accidentally have a weapon in their possession, and takes the weapon immediately to the principal’s office shall not be considered to possess a weapon. If it would be impractical or dangerous to take the weapon to the principal’s office, a student shall not be considered to possess a weapon if they immediately turns the weapon over to an administrator, teacher or head coach or immediately notifies an administrator, teacher or head coach of the weapon’s location.
- B. It shall not be a violation of this policy if a nonstudent (or student where specified) falls within one of the following categories:
 - 1. active licensed peace officers;

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

C. Policy Application to Instructional Equipment/Tools

While the school district does not allow the possession, use, or distribution of weapons by students or nonstudents, such a position is not meant to interfere with instruction or the use of appropriate equipment and tools by students or

nonstudents. Such equipment and tools, when properly possessed, used, and stored, shall not be considered in violation of the rule against the possession, use, or distribution of weapons. However, when authorized instructional and work equipment and tools are used in a potentially dangerous or threatening manner, such possession and use will be treated as the possession and use of a weapon.

D. Firearms in School Parking Lots and Parking Facilities

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

V. CONSEQUENCES FOR STUDENT WEAPON POSSESSION/USE/DISTRIBUTION

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

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

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

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

D. Administrative Discretion

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

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

A. Employees

1. An employee who violates the terms of this policy is subject to disciplinary action, including nonrenewal, suspension, or discharge as deemed appropriate by the school board.
2. Sanctions against employees, including nonrenewal, suspension, or discharge shall be pursuant to and in accordance with applicable statutory authority, collective bargaining agreements, and school district policies.
3. When an employee violates the weapons policy, law enforcement may be notified, as appropriate.

B. Other Nonstudents

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

VII. REPORTS OF DANGEROUS WEAPON AND ACTIVE SHOOTER INCIDENTS IN SCHOOL ZONES

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

B. The school district must electronically file an after-action review report for active shooter incidents and active shooter threats to the Minnesota Fusion Center as required under Minnesota Statutes, section 121A.06.

1. **"Active shooter incident" means an event involving an armed**

individual or individuals on campus or an armed assailant in the immediate vicinity of the school.

2. "Active shooter threat" means a real or perceived threat that an active shooter incident will occur.

[NOTE: The 2025 Minnesota legislature enacted the addition to 2.c (Session Law Chapter 35)].

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

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

414 MANDATED REPORTING OF CHILD NEGLECT OR PHYSICAL OR SEXUAL ABUSE

I. PURPOSE

The purpose of this policy is to make clear the statutory requirements of school personnel to report suspected child neglect or physical or sexual abuse.

II. GENERAL STATEMENT OF POLICY

- A. The policy of the school district is to fully comply with Minn. Stat. Ch. 260E requiring school personnel to report suspected child neglect or physical or sexual abuse.
- B. A violation of this policy occurs when any school personnel fails to immediately report instances of child neglect or physical or sexual abuse when the school personnel knows or has reason to believe a child is being neglected or physically or sexually abused or has been neglected or physically or sexually abused within the preceding three years.

III. DEFINITIONS

- A. “Accidental” means a sudden, not reasonably foreseeable, and unexpected occurrence or event that:
 - 1. is not likely to occur and could not have been prevented by exercise of due care; and
 - 2. if occurring while a child is receiving services from a facility, happens when the facility and the employee or person providing services in the facility are in compliance with the laws and rules relevant to the occurrence of event.
- B. “Child” means one under age 18 and, for purposes of Minnesota Statutes chapter 260C (Juvenile Safety and Placement) and Minnesota Statutes chapter 260D (Child in Voluntary Foster Care for Treatment), includes an individual under age 21 who is in foster care pursuant to Minnesota Statutes section 260C.451 (Foster Care Benefits Past Age 18).

- C. “Immediately” means as soon as possible but in no event longer than 24 hours.
- D. “Mandated reporter” means any school personnel who knows or has reason to believe a child is being maltreated or has been maltreated within the preceding three years.
- E. “Mental injury” means an injury to the psychological capacity or emotional stability of a child as evidenced by an observable or substantial impairment in the child’s ability to function within a normal range of performance and behavior with due regard to the child’s culture.
- F. “Neglect” means the commission or omission of any of the acts specified below, other than by accidental means:
 - 1. failure by a person responsible for a child’s care to supply a child with necessary food, clothing, shelter, health care, medical, or other care required for the child’s physical or mental health when reasonably able to do so;
 - 2. failure to protect a child from conditions or actions that seriously endanger the child’s physical or mental health when reasonably able to do so, including a growth delay, which may be referred to as a failure to thrive, that has been diagnosed by a physician and is due to parental or guardian neglect;
 - 3. failure to provide for necessary supervision or childcare arrangements appropriate for a child after considering factors as the child’s age, mental ability, physical condition, length of absence, or environment, when the child is unable to care for the child’s own basic needs or safety, or the basic needs or safety of another child in their care;
 - 4. failure to ensure that a child is educated in accordance with state law, which does not include a parent’s or guardian’s refusal to provide their child with sympathomimetic medications;
 - 5. prenatal exposure to a controlled substance as defined in state law used by the mother for a nonmedical purpose, as evidenced by withdrawal symptoms in the child at birth, results of a toxicology test performed on the mother at delivery or the child’s birth, medical effects or developmental delays during the child’s first year of life that medically indicate prenatal exposure to a controlled substance, or the presence of a fetal alcohol spectrum disorder;
 - 6. medical neglect as defined by Minnesota Statutes section 260C.007, subdivision 6, Clause (5);
 - 7. chronic and severe use of alcohol or a controlled substance by a person

responsible for the care of the child that adversely affects the child's basic needs and safety; or

8. emotional harm from a pattern of behavior that contributes to impaired emotional functioning of the child, which may be demonstrated by a substantial and observable effect in the child's behavior, emotional response, or cognition that is not within the normal range for the child's age and stage of development, with due regard to the child's culture.

Neglect does not occur solely because the child's parent, legal guardian, or other person responsible for the child's care in good faith selects and depends upon spiritual means or prayer for treatment or care of disease or remedial care of the child in lieu of medical care.

- G. "Nonmaltreatment mistake" occurs when: (1) at the time of the incident, the individual was performing duties identified in the center's child care program plan required under Minn. Rules Part 9503.0045; (2) the individual has not been determined responsible for a similar incident that resulted in a finding of maltreatment for at least seven years; (3) the individual has not been determined to have committed a similar nonmaltreatment mistake under this paragraph for at least four years; (4) any injury to a child resulting from the incident, if treated, is treated only with remedies that are available over the counter, whether ordered by a medical professional or not; and (5) except for the period when the incident occurred, the facility and the individual providing services were both in compliance with all licensing requirements relevant to the incident. This definition only applies to child care centers licensed under Minnesota Rules chapter 9503.
- H. "Person responsible for the child's care" means (1) an individual functioning within the family unit and having responsibilities for the care of the child such as a parent, legal guardian, or other person having similar care responsibilities, or (2) an individual functioning outside the family unit and having responsibilities for the care of the child such as a teacher, school administrator, other school employee or agent, or other lawful custodian of a child having either full-time or short-term care responsibilities including, but not limited to, day care, babysitting whether paid or unpaid, counseling, teaching, and coaching.
- I. "Physical abuse" means any physical injury, mental injury (under subdivision 13), or threatened injury (under subdivision 23), inflicted by a person responsible for the child's care on a child other than by accidental means; or any physical or mental injury that cannot reasonably be explained by the child's history of injuries, or any aversive or deprivation procedures, or regulated interventions, that have not been authorized by Minnesota Statutes section 125A.0942 or section 245.825.

Abuse does not include reasonable and moderate physical discipline of a child administered by a parent or legal guardian that does not result in an injury. Abuse

does not include the use of reasonable force by a teacher, principal, or school employee as allowed by Minnesota Statutes section 121A.582.

Actions that are not reasonable and moderate include, but are not limited to, any of the following: (1) throwing, kicking, burning, biting, or cutting a child; (2) striking a child with a closed fist; (3) shaking a child under age three; (4) striking or other actions that result in any nonaccidental injury to a child under 18 months of age; (5) unreasonable interference with a child's breathing; (6) threatening a child with a weapon, as defined in Minnesota Statutes section 609.02, Subd. 6; (7) striking a child under age one on the face or head; (8) striking a child who is at least age one but under age four on the face or head, which results in an injury; (9) purposely giving a child poison, alcohol, or dangerous, harmful, or controlled substances that were not prescribed for the child by a practitioner, in order to control or punish the child, or other substances that substantially affect the child's behavior, motor coordination, or judgment, or that result in sickness or internal injury, or that subject the child to medical procedures that would be unnecessary if the child were not exposed to the substances; (10) unreasonable physical confinement or restraint not permitted under Minnesota Statutes section 609.379, including, but not limited to, tying, caging, or chaining; or (11) in a school facility or school zone, an act by a person responsible for the child's care that is a violation under Minnesota Statutes section 121A.58.

- J. "Report" means any communication received by the local welfare agency, police department, county sheriff, or agency responsible for child protection pursuant to this section that describes maltreatment of a child and contains sufficient content to identify the child and any person believed to be responsible for the maltreatment, if known.
- K. "School personnel" means professional employee or professional's delegate of the school district who provides health, educational, social, psychological, law enforcement, or child care services.
- L. "Sexual abuse" means the subjection of a child by a person responsible for the child's care, by a person who has a significant relationship to the child (as defined in Minnesota Statutes section 609.341, subdivision 15), or by a person in a current or recent position of authority (as defined in Minnesota Statutes section 609.341, Subd. 10) to any act which constitutes a violation of Minnesota statutes prohibiting criminal sexual conduct. Such acts include sexual penetration, sexual contact, solicitation of children to engage in sexual conduct, and communication of sexually explicit materials to children. Sexual abuse also includes any act involving a minor that constitutes a violation of Minnesota statutes prohibiting prostitution or use of a minor in a sexual performance. Sexual abuse includes all reports of known or suspected child sex trafficking involving a child who is identified as a victim of sex trafficking. Sexual abuse includes threatened sexual abuse which includes the status of a parent, legal guardian, or household member who has committed a violation that requires registration under Minnesota Statutes section 243.166, subdivision 1b(a) or (b) (Registration of Predatory Offenders).

- M. “Threatened injury” means a statement, overt act, condition, or status that represents a substantial risk of physical or sexual abuse or mental injury. Threatened injury includes, but is not limited to, exposing a child to a person responsible for the child’s care who has (1) subjected the child to, or failed to protect a child from, an overt act or condition that constitutes egregious harm **under Minnesota Statutes, section 260E.03, subdivision 5, or a similar law of another jurisdiction**; (2) been found to be palpably unfit **under Minnesota Statutes, section 260C.301, subdivision 1, paragraph (b), clause 3, or a similar law of another jurisdiction**; (3) committed an act that resulted in an involuntary termination of parental rights **under Minnesota Statutes, section 260C.301, or a similar law of another jurisdiction**; (4) or committed an act that resulted in the involuntary transfer of permanent legal and physical custody of a child to a relative **or parent under Minnesota Statutes, section 260C.515, subdivision 4, or a similar law of another jurisdiction.**

IV. REPORTING PROCEDURES

- A. A mandated reporter shall immediately report the information to the local welfare agency, agency responsible for assessing or investigating the report, police department, county sheriff, tribal social services agency, or tribal police department. The reporter will include their name and address in the report.
- B. An oral report shall be made immediately by telephone or otherwise., The oral report shall be followed by a written report within 72 hours (exclusive of weekends and holidays) to the appropriate police department, the county sheriff, local welfare agency, or agency responsible for assessing or investigating the report. Any report shall be of sufficient content to identify the child, any person believed to be responsible for the maltreatment of the child if the person is known, the nature and extent of the maltreatment, and the name and address of the reporter.
- C. Regardless of whether a report is made, as soon as practicable after a school receives information regarding an incident that may constitute maltreatment of a child in a school facility, the school shall inform the parent, legal guardian, or custodian of the child that an incident has occurred that may constitute maltreatment of the child, when the incident occurred, and the nature of the conduct that may constitute maltreatment.
- D. A mandated reporter who knows or has reason to know of the deprivation of custodial or parental rights or the kidnapping of a child shall report the information to the local police department or the county sheriff.
- E. With the exception of a health care professional or a social service professional who is providing the woman with prenatal care or other health care services, a

mandated reporter shall immediately report to the local welfare agency if the person knows or has reason to believe that a woman is pregnant and has used a controlled substance for a nonmedical purpose during the pregnancy, including, but not limited to, tetrahydrocannabinol, or has consumed alcoholic beverages during the pregnancy in any way that is habitual or excessive.

- F. A person mandated by Minnesota law and this policy to report who fails to report may be subject to criminal penalties and/or discipline, up to and including termination of employment.
- G. An employer of a mandated reporter shall not retaliate against the person for reporting in good faith maltreatment against a child with respect to whom a report is made, because of the report.
- H. Any person who knowingly or recklessly makes a false report under the provisions of applicable Minnesota law or this policy shall be liable in a civil suit for any actual damages suffered by the person or persons so reported and for any punitive damages set by the court or jury, plus costs and reasonable attorney fees. Knowingly or recklessly making a false report also may result in discipline.

V. INVESTIGATION

- A. The responsibility for assessing or investigating reports of suspected maltreatment rests with the appropriate state, county, or local agency or agencies. The agency responsible for assessing or investigating reports of maltreatment has the authority to interview the child, the person or persons responsible for the child's care, the alleged offender, and any other person with knowledge of the maltreatment for the purpose of gathering facts, assessing safety and risk to the child, and formulating a plan. The investigating agency may interview the child at school. The interview may take place outside the presence of the alleged offender or parent, legal guardian, or school official. The investigating agency, not the school, is responsible for either notifying or withholding notification of the interview to the parent, guardian, or person responsible for the child's care. School officials may not disclose to the parent, legal custodian, or guardian the contents of the notification or any other related information regarding the interview until notified in writing by the local welfare or law enforcement agency that the investigation or assessment has been concluded.
- B. When the investigating agency determines that an interview should take place on school property, written notification of intent to interview the child on school property must be received by school officials prior to the interview. The notification shall include the name of the child to be interviewed, the purpose of the interview, and a reference to the statutory authority to conduct an interview on school property.
- C. Except where the alleged offender is believed to be a school official or employee, the time and place, and manner of the interview on school premises shall be

within the discretion of school officials, but the local welfare or law enforcement agency shall have the exclusive authority to determine who may attend the interview. The conditions as to time, place, and manner of the interview set by the school officials shall be reasonable, and the interview shall be conducted not more than 24 hours after the receipt of the notification unless another time is considered necessary by agreement between the school officials and the local welfare or law enforcement agency. Every effort must be made to reduce the disruption of the educational program of the child, other students, or school employees when an interview is conducted on school premises.

- D. Where the alleged offender is believed to be a school official or employee, the school district shall conduct its own investigation independent of MDE and, if involved, the local welfare or law enforcement agency.
- E. Upon request by MDE, the school district shall provide all requested data that are relevant to a report of maltreatment and are in the possession of a school facility, pursuant to an assessment or investigation of a maltreatment report of a student in school. The school district shall provide the requested data in accordance with the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes chapter 13, and the Family Educational Rights and Privacy Act, 20 United States Courts section 1232g.

VI. MAINTENANCE OF SCHOOL RECORDS CONCERNING ABUSE OR POTENTIAL ABUSE

- A. When a local welfare or local law enforcement agency determines that a potentially abused or abused child should be interviewed on school property, written notification of the agency's intent to interview on school property must be received by school officials prior to the interview. The notification shall include the name of the child to be interviewed, the purpose of the interview, and a reference to the statutory authority to conduct the interview. The notification shall be private data. School officials may not disclose to the parent, legal custodian, or guardian the contents of the notice or any other related information regarding the interview until notified in writing by the local welfare or law enforcement agency that the investigation has been concluded.
- B. All records regarding a report of maltreatment, including any notification of intent to interview which was received by the school as described above in Paragraph A., shall be destroyed by the school only when ordered by the agency conducting the investigation or by a court of competent jurisdiction.

VII. PHYSICAL OR SEXUAL ABUSE AS SEXUAL HARASSMENT OR VIOLENCE

Under certain circumstances, alleged physical or sexual abuse may also be sexual harassment or violence under Minnesota law. If so, the duties relating to the reporting and investigation of such harassment or violence may be applicable.

VIII. DISSEMINATION OF POLICY AND TRAINING

- A. This policy shall appear in school personnel handbooks.
- B. The school district will develop a method of discussing this policy with school personnel.
- C. This policy shall be reviewed at least annually for compliance with state law.

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 121A.58 (Corporal Punishment)
Minn. Stat. § 121A.582 (Student Discipline; Reasonable Force)
Minn. Stat. § 125A.0942 (Standards for Restrictive Procedures)
Minn. Stat. § 243.166, Subd. 1b(a)(b) (Registration of Predatory Offenders)
Minn. Stat. § 245.825 (Use of Aversive or Deprivation Procedures)
Minn. Stat. § 260C.007, Subd. 6, Clause (5) (Child in Need of Protection)
Minn. Stat. § 260C.301 (Termination of Parental Rights)
Minn. Stat. § 260C.451 (Foster Care Benefits Past Age 18)
Minn. Stat. Ch. 260D (Child in Voluntary Foster Care for Treatment)
Minn. Stat. Ch. 260E (Reporting of Maltreatment of Minors)
Minn. Stat. § 609.02, Subd. 6 (Definitions – Dangerous Weapon)
Minn. Stat. § 609.341, Subd. 10 (Definitions – Position of Authority)
Minn. Stat. § 609.341, Subd. 15 (Definitions – Significant Relationship)
Minn. Stat. § 609.379 (Reasonable Force)
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)

Cross References: MSBA/MASA Model Policy 415 (Mandated Reporting of Maltreatment of Vulnerable Adults)

515 PROTECTION AND PRIVACY OF PUPIL RECORDS

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. DEFINITIONS

A. Authorized Representative

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

B. Biometric Record

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

C. Dates of Attendance

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

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

D. Directory Information

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

E. Education Records

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

However, records relating to an individual in attendance at the school district who is employed as a result of their status as a student are education records.

- d. Records relating to an eligible student, or a student attending an

institution of post-secondary education, that are:

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

F. Education Support Services Data

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

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

G. Eligible Student

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

H. Juvenile Justice System

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

I. Legitimate Educational Interest

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

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

J. Parent/Guardian

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

K. Personally Identifiable

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

L. Record

“Record” means any information or data recorded in any way including, but not

limited to, handwriting, print, computer media, video or audio tape, film, microfilm, and microfiche.

M. Responsible Authority

“Responsible authority” means Superintendent of Schools or designee.

N. Student

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

O. School Official

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

P. Summary Data

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

Q. Other Terms and Phrases

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

IV. GENERAL CLASSIFICATION

State law provides that all data collected, created, received, or maintained by a school district are public unless classified by state or federal law as not public or private or confidential. State law classifies all data on individuals maintained by a school district which relates to a student as private data on individuals. This data may not be disclosed to parties other than the parent or guardian or eligible student without consent, except

pursuant to a valid court order, certain state statutes authorizing access, and the provisions of FERPA and the regulations promulgated thereunder.

V. STATEMENT OF RIGHTS

A. Rights of Parents or Guardians and Eligible Students

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

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

B. Eligible Students

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

99.31(a).

C. Students with a Disability

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

VI. DISCLOSURE OF EDUCATION RECORDS

A. Consent Required for Disclosure

1. The school district shall obtain a signed and dated written informed consent of the parent or guardian of a student or the eligible student before disclosing personally identifiable information from the education records of the student, except as provided herein.
2. The written consent required by this subdivision must be signed and dated by the parent or guardian of the student or the eligible student giving the consent and shall include:
 - a. a specification of the records to be disclosed;
 - b. the purpose or purposes of the disclosure;
 - c. the party or class of parties to whom the disclosure may be made;
 - d. the consequences of giving informed consent; and
 - e. if appropriate, a termination date for the consent.
3. When a disclosure is made under this subdivision:
 - a. if the parent or guardian or eligible student so requests, the school district shall provide him or her with a copy of the records disclosed; and
 - b. if the parent or guardian of a student who is not an eligible student so requests, the school district shall provide the student with a copy of the records disclosed.
4. A signed and dated written consent may include a record and signature in electronic form that:
 - a. identifies and authenticates a particular person as the source of the electronic consent; and

- b. indicates such person's approval of the information contained in the electronic consent.
5. If the responsible authority seeks an individual's informed consent to the release of private data to an insurer or the authorized representative of an insurer, informed consent shall not be deemed to have been given unless the statement is:
- a. in plain language;
 - b. dated;
 - c. specific in designating the particular persons or agencies the data subject is authorizing to disclose information about the data subject;
 - d. specific as to the nature of the information the subject is authorizing to be disclosed;
 - e. specific as to the persons or agencies to whom the subject is authorizing information to be disclosed;
 - f. specific as to the purpose or purposes for which the information may be used by any of the parties named in Clause e. above, both at the time of the disclosure and at any time in the future; and
 - g. specific as to its expiration date which should be within a reasonable time, not to exceed one year except in the case of authorizations given in connection with applications for: (i) life insurance or noncancelable or guaranteed renewable health insurance and identified as such, two years after the date of the policy, or (ii) medical assistance under Minnesota Statutes chapter 256B or Minnesota Care under Minnesota Statutes chapter 256L, which shall be ongoing during all terms of eligibility, for individualized education program health-related services provided by a school district that are subject to third party reimbursement.

6. Eligible Student Consent

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

B. Prior Consent for Disclosure Not Required

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

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

5. In connection with financial aid for which a student has applied or has received, if the information is necessary for such purposes as to:
 - a. determine eligibility for the aid;
 - b. determine the amount of the aid;
 - c. determine conditions for the aid; or
 - d. enforce the terms and conditions of the aid.

“Financial aid” for purposes of this provision means a payment of funds provided to an individual or a payment in kind of tangible or intangible property to the individual that is conditioned on the individual’s attendance at an educational agency or institution;

6. To state and local officials or authorities to whom such information is specifically allowed to be reported or disclosed pursuant to state statute adopted:
 - a. before November 19, 1974, if the allowed reporting or disclosure concerns the juvenile justice system and such system’s ability to effectively serve the student whose records are released; or
 - b. after November 19, 1974, if the reporting or disclosure allowed by state statute concerns the juvenile justice system and the system’s ability to effectively serve, prior to adjudication, the student whose records are released, provided the officials and authorities to whom the records are disclosed certify in writing to the school district that the data will not be disclosed to any other party, except as provided by state law, without the prior written consent of the parent or guardian of the student. At a minimum, the school district shall disclose the following information to the juvenile justice system under this paragraph: a student’s full name, home address, telephone number, and date of birth; a student’s school schedule, attendance record, and photographs, if any; and parents’ or guardians’ names, home addresses, and telephone numbers.
7. To organizations conducting studies for or on behalf of educational agencies or institutions for the purpose of developing, validating, or administering predictive tests, administering student aid programs, or improving instruction; provided that the studies are conducted in a manner which does not permit the personal identification of parents or guardians or students by individuals other than representatives of the organization who have a legitimate interest in the information, the information is destroyed when no longer needed for the purposes for which the study was

conducted, and the school district enters into a written agreement with the organization that: (a) specifies the purpose, scope, and duration of the study or studies and the information to be disclosed; (b) requires the organization to use personally identifiable information from education records only to meet the purpose or purposes of the study as stated in the written agreement; (c) requires the organization to conduct the study in a manner that does not permit personal identification of parents or guardians and students by anyone other than representatives of the organization with legitimate interests; and (d) requires the organization to destroy all personally identifiable information when information is no longer needed for the purposes for which the study was conducted and specifies the time period in which the information must be destroyed. For purposes of this provision, the term, “organizations,” includes, but is not limited to, federal, state, and local agencies and independent organizations. In the event the Department of Education determines that a third party outside of the school district to whom information is disclosed violates this provision, the school district may not allow that third party access to personally identifiable information from education records for at least five (5) years;

8. To accrediting organizations in order to carry out their accrediting functions;
9. To parents or guardians of a student eighteen (18) years of age or older if the student is a dependent of the parents or guardians for income tax purposes;
10. To comply with a judicial order or lawfully issued subpoena, provided, however, that the school district makes a reasonable effort to notify the parent or guardian or eligible student of the order or subpoena in advance of compliance therewith so that the parent or guardian or eligible student may seek protective action, unless the disclosure is in compliance with a federal grand jury subpoena, or any other subpoena issued for law enforcement purposes, and the court or other issuing agency has ordered that the existence or the contents of the subpoena or the information furnished in response to the subpoena not be disclosed, or the disclosure is in compliance with an ex parte court order obtained by the United States Attorney General (or designee not lower than an Assistant Attorney General) concerning investigations or prosecutions of an offense listed in 18 United States Code section 2332b(g)(5)(B), an act of domestic or international terrorism as defined in 18 United States Code section 2331, or a parent or guardian is a party to a court proceeding involving child abuse and neglect or dependency matters, and the order is issued in the context of the proceeding. If the school district initiates legal action against a parent or guardian or student, it may disclose to the court, without a court order or subpoena, the education records of the student that are relevant for the school district to proceed with the legal action as

plaintiff. Also, if a parent or guardian or eligible student initiates a legal action against the school district, the school district may disclose to the court, without a court order or subpoena, the student's education records that are relevant for the school district to defend itself;

11. To appropriate parties, including parents or guardians of an eligible student, in connection with an emergency if knowledge of the information is necessary to protect the health, including the mental health, or safety of the student or other individuals. The decision is to be based upon information available at the time the threat occurs that indicates that there is an articulable and significant threat to the health or safety of a student or other individuals. In making a determination whether to disclose information under this section, the school district may take into account the totality of the circumstances pertaining to a threat and may disclose information from education records to any person whose knowledge of the information is necessary to protect the health or safety of the student or other students. A record of this disclosure must be maintained pursuant to Section XIII.E. of this policy. In addition, an educational agency or institution may include in the education records of a student appropriate information concerning disciplinary action taken against the student for conduct that posed a significant risk to the safety or well-being of that student, other students, or other members of the school community. This information may be disclosed to teachers and school officials within the school district and/or teachers and school officials in other schools who have legitimate educational interests in the behavior of the student;
12. To the juvenile justice system if information about the behavior of a student who poses a risk of harm is reasonably necessary to protect the health or safety of the student or other individuals;
13. Information the school district has designated as "directory information" pursuant to Section VII. of this policy;
14. To military recruiting officers and post-secondary educational institutions pursuant to Section XI. of this policy;
15. To the parent or guardian of a student who is not an eligible student or to the student himself or herself;
16. To appropriate health authorities to the extent necessary to administer immunization programs and for bona fide epidemiologic investigations which the commissioner of health determines are necessary to prevent disease or disability to individuals in the public educational agency or institution in which the investigation is being conducted;
17. To volunteers who are determined to have a legitimate educational interest in the data and who are conducting activities and events sponsored by or

endorsed by the educational agency or institution for students or former students;

18. To the juvenile justice system, on written request that certifies that the information will not be disclosed to any other person except as authorized by law without the written consent of the parent or guardian of the student:
 - a. the following information about a student must be disclosed: a student's full name, home address, telephone number, date of birth; a student's school schedule, daily attendance record, and photographs, if any; and any parents' or guardians' names, home addresses, and telephone numbers;
 - b. the existence of the following information about a student, not the actual data or other information contained in the student's education record, may be disclosed provided that a request for access must be submitted on the statutory form and it must contain an explanation of why access to the information is necessary to serve the student: (1) use of a controlled substance, alcohol, or tobacco; (2) assaultive or threatening conduct that could result in dismissal from school under the Pupil Fair Dismissal Act; (3) possession or use of weapons or look-alike weapons; (4) theft; or (5) vandalism or other damage to property. Prior to releasing this information, the principal or program administrator or chief administrative officer of a school who receives such a request must, to the extent permitted by federal law, notify the student's parent or guardian by certified mail of the request to disclose information. If the student's parent or guardian notifies the school official of an objection to the disclosure within ten (10) days of receiving certified notice, the school official must not disclose the information and instead must inform the requesting member of the juvenile justice system of the objection. If no objection from the parent or guardian is received within fourteen (14) days, the school official must respond to the request for information.

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

19. To the principal or program administrator where the student attends and to any counselor directly supervising or reporting on the behavior or progress of the student if it is information from a disposition order received by a superintendent under Minnesota Statutes section 260B.171, subdivision 3. The principal must notify the case worker immediately and must place the disposition order in the student's permanent education record. The principal also must notify immediately any teacher or administrator who directly supervises or reports on the behavior or progress of the student whom the principal believes needs the information to work with the

student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. The principal may also notify other school district employees, substitutes, and volunteers who are in direct contact with the student if the principal determines that these individuals need the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. Such notices from the principal must identify the student, outline the offense, and describe any conditions of probation about which the school must provide information if this information is provided in the disposition order. Disposition order information received is private educational data received for the limited purpose of serving the educational needs of the student and protecting students and staff. The information may not be further disseminated by the counselor, teacher, administrator, staff member, substitute, or volunteer except as necessary to serve the student, to protect students and staff, or as otherwise required by law, and only to the student or the student's parent or guardian;

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

The principal or program administrator must delete the peace officer's record from the student's education record, destroy the data, and make reasonable efforts to notify any teacher, counselor, staff member, administrator, substitute, or volunteer who received information from the peace officer's record if the county attorney determines not to proceed

with a petition or directs the student into a diversion or mediation program or if a juvenile court makes a decision on a petition and the county attorney or juvenile court notifies the superintendent of such action; or

21. To the Secretary of Agriculture, or authorized representative from the Food and Nutrition Service or contractors acting on behalf of the Food and Nutrition Service, for the purposes of conducting program monitoring, evaluations, and performance measurements of state and local educational and other agencies and institutions receiving funding or providing benefits of one or more programs authorized under the National School Lunch Act or the Child Nutrition Act of 1966 for which the results will be reported in an aggregate form that does not identify any individual, on the conditions that: (a) any data collected shall be protected in a manner that will not permit the personal identification of students and their parents or guardians by other than the authorized representatives of the Secretary; and (b) any personally identifiable data shall be destroyed when the data are no longer needed for program monitoring, evaluations, and performance measurements.
22. To an agency caseworker or other representative of a State or local child welfare agency, or tribal organization (as defined in 25 United States Code section 5304), who has the right to access a student's case plan, as defined and determined by the State or tribal organization, when such agency or organization is legally responsible, in accordance with State or tribal law, for the care and protection of the student, provided that the education records, or the personally identifiable information contained in such records, of the student will not be disclosed by such agency or organization, except to an individual or entity engaged in addressing the student's education needs and authorized by such agency or organization to receive such disclosure and such disclosure is consistent with the State or tribal laws applicable to protecting the confidentiality of a student's education records.
23. When requested, **and in accordance with requirements for parental consent in 34 Code of Federal Regulations, section 300.622(b)(2), and part 99**, educational agencies or institutions may share personal student contact information and directory information for students served in special education with postsecondary transition planning and services under Minnesota Statutes, section 125A.08, paragraph (b), clause (1), whether public or private, with the Minnesota Department of Employment and Economic Development, as required for coordination of services to students with disabilities under Minnesota Statutes, sections 125A.08, paragraph (b), clause (1); 125A.023; and 215A.027.

(NOTE: The 2025 Minnesota legislature amended Minnesota Statutes, section 13.32, subdivision 5, to include this update.)

C. Nonpublic School Students

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

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

VII. RELEASE OF DIRECTORY INFORMATION

A. Educational Data

1. Educational data designated as directory information is public data on individuals to the extent required under federal law. Directory information must be designated pursuant to the provisions of:
 - a. Minnesota Statutes, section 13.32, subdivision 5; and
 - b. 20 United States Code, section 1232g, and 34 Code of Federal Regulations, section 99.37, which were in effect on January 3, 2012.
2. The school district may not designate a student's home address, telephone number, email address, or other personal contact information as directory information under **Minnesota Statutes, section 13.32**.
3. **A parent/guardians personal contact information must be treated as private data on individuals regardless of whether that contact information was previously designated as or treated as directory information under Minnesota Statutes, section 13.32, subdivision 2.**
4. When requested, the school district must share personal contact information and directory information, whether public or private, with the Minnesota Department of Education, as required for federal reporting purposes.

B. Former Students

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

C. Present Students and Parents or Guardians

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

1. When conducting the directory information designation and notice process required by federal law, the school district shall give parents or guardians and students notice of the right to refuse to let the district designate specified data about the student as directory information.
2. The School district shall give annual notice by any means that are reasonably likely to inform the parents or guardians and eligible students of:
 - a. the types of personally identifiable information regarding students and/or parents or guardians that the school district has designated as directory information;
 - b. the parent’s or guardian’s or eligible student’s right to refuse to let the school district designate any or all of those types of information about the student and/or the parent or guardian as directory information; and
 - b. the period of time in which a parent or guardian or eligible student has to notify the school district in writing that they do not want any or all of those types of information about the student and/or the parent or guardian designated as directory information.
2. Allow a reasonable period of time after such notice has been given for a parent or guardian or eligible student to inform the school district in writing that any or all of the information so designated should not be disclosed without the parent’s or guardian’s or eligible student’s prior

written consent, except as provided in Section VI. of this policy.

3. A parent or guardian or eligible student may not opt out of the directory information disclosures to:
 - a. prevent the school district from disclosing or requiring the student to disclose the student's name, ID, or school district e-mail address in a class in which the student is enrolled; or
 - b. prevent the school district from requiring a student to wear, to display publicly, or to disclose a student ID card or badge that exhibits information that may be designated as directory information and that has been properly designated by the school district as directory information.
4. The school district shall not disclose or confirm directory information without meeting the written consent requirements contained in Section VI.A. of this policy if a student's social security number or other non-directory information is used alone or in combination with other data elements to identify or help identify the student or the student's records.

D. Procedure for Obtaining Nondisclosure of Directory Information

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

1. Name of the student and/or parent or guardian, as appropriate;
2. Home address;
3. School presently attended by student;
4. Parent's or guardian's legal relationship to student, if applicable; and
5. Specific categories of directory information to be made not public without the parent's or guardian's or eligible student's prior written consent, which shall only be applicable for that school year.

E. Duration

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

VIII. DISCLOSURE OF PRIVATE RECORDS

A. Private Records

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

B. Private Records Not Accessible to Parent or Guardian

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

1. The responsible authority may deny access to private data by a parent or guardian when a minor student who is the subject of that data requests that the responsible authority deny such access. The minor student's request must be submitted in writing setting forth the reasons for denying access to the parent or guardian and must be signed by the minor. Upon receipt of such request the responsible authority shall determine if honoring the request to deny the parent or guardian access would be in the best interest of the minor data subject. In making this determination the responsible authority shall consider the following factors:
 - a. whether the minor is of sufficient age and maturity to be able to explain the reasons for and understand the consequences of the request to deny access;
 - b. whether the personal situation of the minor is such that denying parental access may protect the minor data subject from physical or emotional harm;
 - c. whether there are grounds for believing that the minor data subject's reasons for precluding parental access are reasonably accurate;
 - d. whether the data in question is of such a nature that disclosure of it to the parent or guardian may lead to physical or emotional harm to the minor data subject; and
 - e. whether the data concerns medical, dental or other health services

provided pursuant to Minn. Stat. §§ 144.341-144.347, in which case the data may be released only if the failure to inform the parent or guardian would seriously jeopardize the health of the minor.

C. Private Records Not Accessible to Student

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

D. Military-Connected Youth Identifier

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

IX. DISCLOSURE OF CONFIDENTIAL RECORDS

A. Confidential Records

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

B. Reports Under the Maltreatment of Minors Reporting Act

Pursuant to Minnesota Statutes Chapter 260E written copies of reports pertaining to a neglected and/or physically and/or sexually abused child shall be accessible only to the appropriate welfare and law enforcement agencies. In respect to other parties, such data shall be confidential and will not be made available to the parent or guardian or the subject individual by the school district. The subject individual, however, may obtain a copy of the report from either the local welfare agency, county sheriff, or the local police department subject to the provisions of Minnesota Statutes Chapter 250E

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

C. Investigative Data

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

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

D. Chemical Abuse Records

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

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

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

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

A. The school district will release the names, addresses, electronic mail address (which shall be the electronic mail addresses provided by the school district, if available, that may be released to military recruiting officers only), and home telephone numbers of students in grades 11 and 12 to military recruiting officers and post-secondary educational institutions within sixty (60) days after the date of the request unless a parent or guardian or eligible student has refused in writing to release this data pursuant to Paragraph C. below.

B. Data released to military recruiting officers under this provision:

1. may be used only for the purpose of providing information to students about military service, state and federal veterans' education benefits, and other career and educational opportunities provided by the military; and
2. cannot be further disseminated to any other person except personnel of the recruiting services of the armed forces, and
3. copying fees shall not be imposed.

C. A parent or guardian or eligible student has the right to refuse the release of the name, address, electronic mail addresses (which shall be the electronic mail addresses provided by the school, if available, that may be released to military recruiting officers only) or home telephone number to military recruiting officers and post-secondary educational institutions. To refuse the release of the above information to military recruiting officers and post-secondary educational institutions, a parent or guardian or eligible student must notify the principal or

program administrator in writing by September 15th of each year. The written request must include the following information:

1. Name of student and parent or guardian, as appropriate;
 2. Home address;
 3. Student's grade level;
 4. School presently attended by student;
 5. Parent's or guardian's legal relationship to student, if applicable;
 6. Specific category or categories of information which are not to be released to military recruiting officers and post-secondary educational institutions; and
 7. Specific category or categories of information which are not to be released to the public, including military recruiting officers and post-secondary educational institutions.
- D. Annually, the school district will provide public notice by any means that are reasonably likely to inform the parents or guardians and eligible students of their rights to refuse to release the names, addresses, and home phone numbers of students in grades 11 and 12 without prior consent.
- E. A parent or guardian or eligible student's refusal to release the above information to military recruiting officers and post-secondary educational institutions does not affect the school district's release of directory information to the rest of the public, which includes military recruiting officers and post-secondary educational institutions. In order to make any directory information about a student private, the procedures contained in Section VII. of this policy also must be followed. Accordingly, to the extent the school district has designated the name, address, home phone number, and grade level of students as directory information, absent a request from a parent or guardian or eligible student not to release such data, this information will be public data and accessible to members of the public, including military recruiting officers and post-secondary educational institutions.

XII. LIMITS ON REDISCLOSURE

A. Redisclosure

Consistent with the requirements herein, the school district may only disclose personally identifiable information from the education records of a student on the condition that the party to whom the information is to be disclosed will not disclose the information to any other party without the prior written consent of the parent or guardian of the student or the eligible student, except that the officers,

employees, and agents of any party receiving personally identifiable information under this section may use the information, but only for the purposes for which the disclosure was made.

B. Redisdisclosure Not Prohibited

1. Subdivision A. of this section does not prevent the school district from disclosing personally identifiable information under Section VI. of this policy with the understanding that the party receiving the information may make further disclosures of the information on behalf of the school district provided:
 - a. The disclosures meet the requirements of Section VI. of this policy; and
 - b. The school district has complied with the record-keeping requirements of Section XIII. of this policy.
2. Subdivision A. of this section does not apply to disclosures made pursuant to court orders or lawfully issued subpoenas or litigation, to disclosures of directory information, to disclosures to a parent or guardian or student or to parents or guardians of dependent students, or to disclosures concerning sex offenders and other individuals required to register under 42 United States Code section-14071. However, the school district must provide the notification required in Section XII.D. of this policy if a redisclosure is made based upon a court order or lawfully issued subpoena.

C. Classification of Disclosed Data

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

D. Notification

The school district shall inform the party to whom a disclosure is made of the requirements set forth in this section, except for disclosures made pursuant to court orders or lawfully issued subpoenas, disclosure of directory information under Section VII. of this policy, disclosures to a parent or guardian or student, or disclosures to parents or guardians of a dependent student. In the event that the Family Policy Compliance Office determines that a state or local educational authority, a federal agency headed by an official listed in 34 Code of Federal Regulations section -99.31(a)(3), or an authorized representative of a state or local educational authority or a federal agency headed by an official listed in section 99.31(a)(3), or a third party outside of the school district improperly rediscloses personally identifiable information from education records or fails to provide notification required under this section of this policy, the school district may not allow that third party access to personally identifiable information from

education records for at least five (5) years.

XIII. RESPONSIBLE AUTHORITY; RECORD SECURITY; AND RECORD KEEPING

A. Responsible Authority

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

B. Record Security

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

C. Plan for Securing Student Records

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

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

D. Review of Written Plan for Securing Student Records

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

E. Record Keeping

1. The principal or program administrator shall, for each request for and each disclosure of personally identifiable information from the education records of a student, maintain a record with the education records of the student that indicates:

- a. the parties who have requested or received personally identifiable information from the education records of the student;
 - b. the legitimate interests these parties had in requesting or obtaining the information; and
 - c. the names of the state and local educational authorities and federal officials and agencies listed in Section VI.B.4. of this policy that may make further disclosures of personally identifiable information from the student's education records without consent.
2. In the event the school district discloses personally identifiable information from an education record of a student pursuant to Section XII.B. of this policy, the record of disclosure required under this section shall also include:
- a. the names of the additional parties to which the receiving party may disclose the information on behalf of the school district;
 - b. the legitimate interests under Section VI. of this policy which each of the additional parties has in requesting or obtaining the information; and
 - c. a copy of the record of further disclosures maintained by a state or local educational authority or federal official or agency listed in Section VI.B.4. of this policy in accordance with Code of Federal Regulations section 34 99.32 and to whom the school district disclosed information from an education record. The school district shall request a copy of the record of further disclosures from a state or local educational authority or federal official or agency to whom education records were disclosed upon a request from a parent or guardian or eligible student to review the record of requests for disclosure.
3. Section XIII.E.1. does not apply to requests by or disclosure to a parent or guardian of a student or an eligible student, disclosures pursuant to the written consent of a parent or guardian of a student or an eligible student, requests by or disclosures to other school officials under Section VI.B.1. of this policy, to requests for disclosures of directory information under Section VII. of this policy, or to a party seeking or receiving the records as directed by a federal grand jury or other law enforcement subpoena and the issuing court or agency has ordered that the existence or the contents of the subpoena or the information provided in response to the subpoena not be disclosed or as directed by an ex parte court order obtained by the United States Attorney General (or designee not lower than an Assistant Attorney General) concerning investigations or prosecutions of an offense listed in 18 United states Code section 2332b(g)(5)(B) or an act of

domestic or international terrorism.

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

XIV. RIGHT TO INSPECT AND REVIEW EDUCATION RECORDS

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

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

B. Response to Request for Access

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

C. Right to Inspect and Review

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

section includes:

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

D. Form of Request

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

E. Collection of Student Records

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

F. Records Containing Information on More Than One Student

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

G. Authority to Inspect or Review

The school district may presume that either parent or guardian of the student has authority to inspect or review the education records of a student unless the school district has been provided with evidence that there is a legally binding instrument or a state law or court order governing such matters as marriage dissolution, separation, or custody which provides to the contrary.

H. Fees for Copies of Records

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

XV. REQUEST TO AMEND RECORDS; PROCEDURES TO CHALLENGE DATA

A. Request to Amend Education Records

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

1. The request shall be in writing, shall identify the item the requestor believes to be inaccurate, misleading, or in violation of the privacy or other rights of the student, shall state the reason for this belief, and shall specify the correction the requestor wishes the school district to make. The request shall be signed and dated by the requestor.

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

B. Right to a Hearing

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

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

C. Conduct of Hearing

1. The hearing shall be held within a reasonable period of time after the

school district has received the request, and the parent or guardian of the student or the eligible student shall be given notice of the date, place, and time reasonably in advance of the hearing.

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

D. Appeal

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

XVI. PROBLEMS ACCESSING DATA

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

XVII. COMPLAINTS FOR NONCOMPLIANCE WITH FERPA

A. Where to File Complaints

Complaints regarding alleged violations of rights accorded parents, guardians and eligible students by FERPA, and the rules promulgated thereunder, shall be submitted in writing to the U.S. Department of Education, Student Privacy Policy Office, 400 Maryland Avenue S.W., Washington, D.C. 20202.

B. Content of Complaint

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

XVIII. WAIVER

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

XIX. ANNUAL NOTIFICATION OF RIGHTS

A. Contents of Notice

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

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

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

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

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

C. Notification to Parents or Guardians or Eligible Students Who are Disabled

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

XX. DESTRUCTION AND RETENTION OF RECORDS

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

XXI. COPIES OF POLICY

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

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

Minn. Stat. § 626.557 (Reporting of Maltreatment of Vulnerable Adults)
Minn. Stat. § 626.556 (Reporting of Maltreatment of Minors)
Minn. Rules Parts 1205.0100-1205.2000 (Data Practices)
10 U.S.C. § 503(b) and (c) (Enlistments: Recruiting Campaigns;
Compilation of Directory Information)
18 U.S.C. § 2331 (Definitions)
18 U.S.C. § 2332b (Acts of Terrorism Transcending National Boundaries)
20 U.S.C. § 1232g *et seq.* (Family Educational Rights and Privacy Act)
20 U.S.C. § 6301 *et seq.* (Every Student Succeeds Act)
20 U.S.C. § 7908 (Armed Forces Recruiting Information)
20 U.S.C. § 7917 (Transfer of School Disciplinary Records)
25 U.S.C. § 5304 (Definitions – Tribal Organization)
26 U.S.C. §§ 151 and 152 (Internal Revenue Code)
42 U.S.C. § 1711 *et seq.* (Child Nutrition Act)
42 U.S.C. § 1751 *et seq.* (Richard B. Russell National School Lunch Act)
34 C.F.R. §§ 99.1-99.67 (Family Educational Rights and Privacy)
34 C.F.R. § 300.610-300.627 (Confidentiality of Information)
42 C.F.R. § 2.1 *et seq.* (Confidentiality of Drug Abuse Patient Records)
Gonzaga University v. Doe, 536 U.S. 273, (2002)
Dept. of Admin. Advisory Op. No. 21-008 (December 8, 2021)

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

Executive Director of Student Services
Board Update
August 2025

Collaboration: Working together to achieve more collectively.

- READ Act: We have had three people become trainers for the required paraprofessional READ ACT training within the past month. We anticipate having an additional two to three trainers by October. All of our Educational Support Professionals (ESPs) will participate in the eight hour training. We are working to create a schedule, in collaboration with building administrators, to train all current ESPs and will offer monthly training for new staff who are hired over the course of the school year. The majority of training for current ESPs will occur on professional development days with a few programs requiring some sessions after school.

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

- Extended School Year: This year we have 233 students participating in ESY. This is 28 more students than last summer. The details are below.
 - Alliance Education Center-CASE/IDEA/SUN: 27 students
 - Concord Education Center-SUN: 49 students
 - Cedar-SUN: 26 students
 - DASH: 14 students from 3 sites (HHS, LNHS, TRHS)
 - DHH: 20 students at 2 sites (Lincoln Center Elem/PS, IGHMS)
 - TEA: 28 students (LEC, PBE, PEC, RVE)
 - TESA: 54 students at 2 sites (BTC and DCTC)
 - Vision-Expanded Core Curriculum (August) and Braille Camp: 15 students

Innovation: Ongoing improvement of programs and services.

- Onboarding: A group of multidisciplinary staff from ISD 917's special education programs and human resources department are finalizing a revamped training and onboarding series, called *Foundations Training*, for new staff hired by ISD 917. The team has been working for approximately six months to build an onboarding experience that is more practical, logical, and responsive to the training needs of new staff. Furthermore, the group has worked to create new grassroots training that is unique to ISD 917, rather than relying on vendor-supplied products, in an effort to provide customized experiences based on the expertise of current staff. This model will also result in the district being able to discontinue staff training curriculum subscriptions in some realms.

Stewardship: Managing financial and human resources carefully and responsibly.

- Hiring: We are progressing with our hiring. We are waiting for action from the Professional Educator Licensing Standards Board (PELSB) on a few of our hires and we currently have three positions open. We have two special education teacher positions open in the CASE program at Alliance Education Center and one position open for a construction trades teacher. We are also making progress in hiring education support professionals. Jessica Huss, talent acquisition specialist, recently coordinated a job fair with Indeed and plans to have one more in August.

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

- Member district summer retreat: In July we hosted our annual member district summer retreat. This year we approached our time together a little differently. We reviewed a spreadsheet, [Child Count in Special Education](#), and had a [presentation](#) from Nandi Rieck, retired administrator from Rosemount-Apple Valley-Eagan. We did some professional development focused on [artificial intelligence](#) and of course, enjoyed a [presentation](#) from Laura Tubbs Booth and her colleague, Adam Frudden.

Integrity: Aligning our actions with our values and beliefs.

- Special Education Leadership Summit: As you know, I was able to attend the Special Education Leadership Summit sponsored by CEC and CASE in Washington, D.C. July 13-16. We were able to meet with both of our senators and all eight of our representatives on Tuesday, July 15. We developed a simple [handout](#) to summarize complex issues to share with our legislators and their staff.

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

- Recognition-Computer Network Specialist: Michael Bibro has been working tirelessly to get new computers ready for staff and students to start the upcoming school year. He has been observed in the district office with eight to ten laptops set up at a time, often sitting on the floor, and moving between them to manage the set up process. He travels to various sites to get printers installed for staff and will even bring equipment home to install various programs and extensions.

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

- Bookshare: Reading specialist, Ari Sherman, spent time in Chicago July 15-16 to kick off the district's participation in the inaugural Bookshare Educator Cohort.

What is Bookshare? Bookshare is the world's most extensive collection of accessible ebooks. With over 1.3 million titles, students can find virtually any text in the format most accessible for them (audio, highlighted text, large print, braille, and more).

The Bookshare Educator Cohort Program has three main goals:

- Integrate Bookshare seamlessly: Ensure that all eligible students in the district have consistent access to Bookshare through clear policies and practices.
- Increase accessibility awareness: Foster a deeper understanding of accessibility needs and best practices across the district.
- Promote Assistive Technology (AT) utilization: Strengthen the use of assistive technology tools to support and enhance learning for students who need them.

Ten public school districts were selected nationwide for this year-long opportunity. Through our participation, we will receive continuous support and mentorship from Bookshare staff to better implement Bookshare's accessible texts with students in our district during the 2025-2026 school year. With this support, we'll lay a strong foundation to be able to continue providing equitable access to texts beyond this school year.

Diversity: Appreciating and valuing everyone's unique selves.

- MN legislative task force: Kate Hulse, director of social emotional learning and support, has been appointed to serve on the Minnesota legislative task force examining the use of seclusion in schools. Amber Kneer, longtime ISD 917 employee and President of Local 4242, was also considered to fill the role of paraprofessional upon the recommendation of Education Minnesota; however, she was not selected. The task force is a requirement of the most recent legislative session and the group will be required to meet regularly between August 2025 and January 2026 to discuss the issue, and ultimately author and submit a report for the next legislative session.