

**INTERMEDIATE SCHOOL DISTRICT 917  
IN DAKOTA COUNTY**

**REGULAR SCHOOL BOARD MEETING  
Immediately following the Organizational Meeting**

**Tuesday, July 1, 2014**

**AGENDA:**

I. Call to Order	
II. Conduct Pledge of Allegiance	
III. Visitors opportunity to be heard	
IV. Additions to the agenda	
V. Good News Report	
VI. Consent Items	
A. Minutes, June 3, 2014, Regular School Board Meeting	3
B. Personnel Considerations	6
VII. Donations	
A. Resolution Approving Donations	11
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A. Review and Approve Payment of Bills	13
B. Review and Approve Wire Transfers	19
C. Review and Approve Investment Report	31
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A. Review and Approve Temporary Work Agreement Report	32
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A. Renew Membership with Metro ECSU, AMSD, MSBA and Policy Services for 2014-2015	45
XI. Policies	
A. Review Revised Policy 411, Bullying Prohibition, first reading - John Christiansen	46
XII. New Business	
A. Set Annual Licensed Substitute Pay Rate - John Christiansen	60
B. Review and Approve Accounts Receivable Aging Report - Nicolle Roush	61
C. Review and Approve School Lunch Prices for 2014-2015 - Nicolle Roush	62
D. Discussion on 2014 - 2015 Administrative Goals	63
E. Review Draft of DCALS and DCALS North Student Handbook 2014-2015	78
F. Review Draft of Special Education Student Handbook 2014-2015	109
G. Review Draft Staff Handbook for 2014-2015 - John Christiansen	185
H. Review and Approve Health and Safety Plans and Indoor Air Quality Management Plan for 2014-2015- John Christiansen	232
I. Terms and Conditions Agreements and Contract Proposals Summary - John Christiansen	315
J. Review and Approve Custodians Contract for 2014-2016 - John Christiansen	319
K. Review and Approve Interpreters Contract for 2014-2016 - John Christiansen	333
L. Review and Approve Executive Assistant's Contract 2014-2016 - John Christiansen	368
M. Review and Approve Clerical Contract for 2014-2016 - John Christiansen	381

N. Review and Approve Health Associates Contract 2014-2016 - John Christiansen 417

O. Review and Approve Terms and Conditions of Employment for P.C. Technician - John Christiansen 453

XIII. Consider Future Agenda Items

XIV. Adjournment

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

August 19, 2014 – 5:15 PM, School Board Meeting, 917 Board Room. DCTC

September 2, 2014 – 5:15 PM, School Board Meeting, 917 Board Room. DCTC

## INTERMEDIATE SCHOOL DISTRICT 917

A School Board Meeting of the Intermediate School District 917 School Board was held on Tuesday, June 3, 2014, at the Pool & Yacht Club, 1600 Lilydale Drive, Lilydale, MN.

**Members Present:** Dick Bergstrom, Tom Ryerson, Dan Cater, Vanda Pressnall, Deb Clark, Ron Hill (arrived at 5:44 PM), Jill Lewis, Bob Erickson, Melissa Sauser, and ex-officio member Superintendent John Christiansen.

**Members Absent:** none.

**Also Present:** Nicolle Roush, Eric Van Brocklin, Melissa Schaller, and Linda Berg

School Board Chair Jill Lewis called the meeting to order at 5:15 PM.

There were no visitors to be heard.

The good news reports were presented.

1. Motion by Vanda Pressnall, seconded by Dick Bergstrom, to approve the consent items, as presented. All present voted aye. Motion carried.
  - **Minutes:** May 6, 2014, Regular School Board Meeting
  - **Personnel:** *New Hires:* Aaneesah Amatullah, Classroom Assistant, effective May 22, 2014. Jenna Kamin, Classroom Assistant, effective August 28, 2014 (from Student Assistant to Classroom Assistant.) Stephanie Adix, Mental Health Practitioner, effective August 21, 2014. Tim Haneberg, DAPE Teacher, effective August 21, 2014. Nathan Laffen, Classroom Assistant, effective May 9, 2014. Amy Riesgraf, Mental Health Practitioner, effective August 21, 2014 (from Classroom Assistant to Mental Health Practitioner). Kaitlin Speedling, School Social Worker, effective August 21, 2014. *Change in Status:* Terri Welch, Accounts Receivable Clerk, decrease from 1029 hours per year to 959 hours per year (146 days at 6.5 hours per day), effective July 1, 2014, for the 2014-2015 fiscal year only. Matthew Young, Custodial/Maintenance, increase from 205 days per year to 225.6 days per year effective for the 2013-2014 school year. Increase from 205 days per year to 246 days per year effective July 1, 2014. *Resignations and Terminations:* Joel Anderson, Classroom Assistant, effective May 23, 2014. Meghan Andryski, Classroom Assistant, effective May 16, 2014. Sarah McLennan, Classroom Assistant, effective May 29, 2014. Amy Bondhus, Classroom Assistant, effective July 31, 2014. Staci Lee, Classroom Assistant, effective May 22, 2014. Maria Ardrey, Classroom Assistant, effective June 14, 2014.
2. Board Member Melissa Sauser moved to accept the following resolution: Resolution to Accept Donations in the amount of approximately \$1563.35. Donation a Blongoball Throwing Set from Beth Thompson of School Specialty to be used for 917's Staff Recognition. Value: \$60. Donation of office supplies from Josh Froelich of Marco to be used for 917's Staff Recognition. Value: \$25. Donation of office supplies from Brian Bram of Office Depot to be used for 917's Staff Recognition. Value: \$25. Donation of \$25 Holiday Gas Card from Mike Callahan of Innovative Office Solutions to be used for 917's Staff Recognition. Value: \$25. Donation of \$34 gift certificate to Andiamo Italian Restaurante from Jim Rogers of Cadan Assistive Technologies to be used for 917's Staff Recognition. Value: \$34. Donation of two \$25 gift certificates to Rudy's Redeye Grill in Rosemount, from Joe Newman of Accelerated Technologies to be used for 917's Staff Recognition. Value: \$50. Donation of \$254.35 for staff recognition table setting decorations, water, and prizes from Valorie Whitmer of Farmington to

be used for 917's Staff Recognition. Value: \$254.35. Donation of \$25 gift card from Cub Foods in Rosemount to be used for 917's Staff Recognition. Value: \$25. Donation of \$25 gift card from Target in Apple Valley, to be used for 917's Staff Recognition. Value: \$25. Donation of two gift certificates from Office Depot (rewards from the Toner Recycling Program) to be used for 917's Staff Recognition. Value: \$45. Donation of a \$20 gift certificate from Roasted Pear in Burnsville to be used for 917's Staff Recognition. Value: \$20. Donation of \$20 gift certificate to Abdallah Chocolates in Burnsville to be used for 917's Staff Recognition. Value: \$20. Donation of a free hotel night at Grand Casino Mille Lacs or Hinckley to be used for 917's Staff Recognition. Value: \$100. Donation of miscellaneous items from staff at 917 to be used for 917's Staff Recognition: Value: \$500. Donation of various gift cards from the Health Associates Union, Teachers' Union, Interpreters' Union, and Paraprofessional Union. Value: \$355. Donation of \$50 to be used for DCALS graduation from Nicolle Roush of Farmington. Value: \$50. Donation of \$200 for the DCALS program from the Schneider family. Value: \$200. The motion for the adoption of the foregoing resolution was duly seconded by Deb Clark and upon vote being taken thereon, the following voted in favor thereof: Dick Bergstrom, Deb Clark, Dan Cater, Bob Erickson, Jill Lewis, Melissa Sauser, Tom Ryerson, Vanda Pressnall, and the following voted against the same: none. Whereupon said resolution was duly passed and adopted. (Addendum A.)

3. Motion by Tom Ryerson, seconded by Dan Cater, to approve the payment of bills from May 2, 2014, through May 29, 2014, as presented by the Business Manager. All present voted aye. Motion carried.
4. Motion by Tom Ryerson, seconded by Dan Cater, to approve the wire transfers, as presented by the Business Manager. All present voted aye. Motion carried.

John Christiansen reported on the Construction Trades Cabin Projects for Fiscal Year 2015.

5. Board Member Melissa Sauser introduced the following resolution and waived the reading: Resolution Placing James Eberhardt on Unrequested Leave of Absence. The motion for the adoption of the foregoing resolution was duly seconded by Dan Cater, and upon vote being taken thereon, the following voted in favor thereof: Deb Clark, Dan Cater, Dick Bergstrom, Jill Lewis, Vanda Pressnall, Melissa Sauser, Tom Ryerson, and voting against the same: none. Whereupon said resolution was declared duly passed and adopted. (Addendum B.)
6. Motion by Deb Clark, seconded by Melissa Sauser, to approve the revised Policy 456, Substitute Instructor Pay Schedule, final reading, as presented. (Addendum C.) All present voted aye. Motion carried.
7. Motion by Deb Clark, seconded by Melissa Sauser, to approve the 2014-2015 Budget as presented by the Business Manager. (Addendum D.) All present voted aye. Motion carried.
8. Board Member Ron Hill, introduced the following resolution and waived the reading: Resolution Pertaining to the Termination of Employment of Support Service Employees (Natalie Bormann, Health Associate; Ashley Janecky, Classroom Assistant; and Laura Spandel, Interpreter). The motion for the adoption of the foregoing resolution was duly seconded by Tom Ryerson, and upon vote being taken thereon, the following voted in favor thereof: Deb Clark, Dan Cater, Dick Bergstrom, Jill Lewis, Vanda Pressnall, Ron Hill, Melissa Sauser, Tom Ryerson, and voting against the same: none. Whereupon said resolution was declared duly passed and adopted. (Addendum E.)

The School Board reviewed the Superintendent's evaluation.

9. Motion by Dan Cater, seconded by Vanda Pressnall, to approve the Superintendent's Evaluation and the four percent incentive for 2013-2014, as presented. (Addendum F.) All present voted aye. Motion carried.
10. Motion by Dick Bergstrom, seconded by Tom Ryerson, to approve a Superintendent Salary increase of two percent for 2014-2015 and Contract Modifications in the 2012-2015 contract in the sections on vacation and sick leave for 2013-2014 and 2014-2015 and contribution to health premium beginning in January of 2015. (Addendum G.) All present voted aye. Motion carried.

Discussion was held on the Superintendent's Contract for 2015-2018.

11. Board member Ron Hill, introduced the following resolution and waived the reading: Resolution Approving Dakota County Intermediate School District No. 917's Health and Safety Program Budget and Authorizing the Inclusion of Those Projects in the District's Application for Health and Safety Revenue. (Addendum H.) The motion for the adoption of the foregoing resolution was duly seconded by Board Member Deb Clark, and upon vote being taken thereon, the following voted in favor thereof: Bob Erickson, Melissa Sauser, Ron Hill, Jill Lewis, Dan Cater, Tom Ryerson, Dick Bergstrom, Deb Clark, Vanda Pressnall, and the following voted against the same: none. Whereupon said resolution was declared duly passed and adopted.
12. Motion by Tom Ryerson, seconded by Melissa Sauser, to approve the Lease Levy as presented by the Business Manager. (Addendum I.) All present voted aye. Motion carried.
13. Motion by Dan Cater, seconded by Vanda Pressnall, to approve the Safe Schools Levy as presented by the Business Manager. (Addendum J.) All present voted aye. Motion carried.
14. Motion by Deb Clark, seconded by Dan Cater, to approve the Educator Development and Evaluation Process, as presented. (Addendum K.) All present voted aye. Motion carried. Discussion on this agenda item.

School Board Chair Jill Lewis thanks Tom Ryerson for his nine years of service with the 917 School Board. Tom has been teaching since 1961 and started as a welding teacher.

15. Motion by Deb Clark, seconded by Tom Ryerson, to adjourn the meeting. All present voted aye. Motion carried.

There being no further business the meeting adjourned at 6:58 P.M.

The next School Board Meeting will be the Organizational meeting which will be Tuesday, July 1, 2014, in the 917 Board Room at Dakota County Technical College at 5:15 PM. The Regular School Board meeting will immediately follow.

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Clerk

**SUMMARY OF PERSONNEL ITEMS RECOMMENDED  
FOR ACTION AT BOARD MEETING OF JULY 1, 2014**

**NEW HIRES:**

Michael Burgio, Special Education Teacher, effective August 21, 2014.

Ashley Mansheim, Program Assistant, effective August 28, 2014.

Amanda Peters, Physical & Health Disabilities Teacher, effective August 21, 2014.

**CHANGE IN STATUS:**

Bruce Alexander, Custodian/Delivery, increase from 760 hours per year to 836 hours per year effective for the 2013-2014 fiscal year only.

Amy Anderson, Classroom Assistant, maternity disability leave of absence beginning on or about November 5, 2014, with a return date on or about December 23, 2014.

**RESIGNATIONS & TERMINATIONS:**

Jenna Kamin, Classroom Assistant, effective June 17, 2014.

Amanda Malone, Classroom Assistant, effective June 6, 2014.

Ryan Slocomb, Classroom Assistant, effective June 6, 2014.

Seth Thomas, Program Assistant, effective June 6, 2014.

To Bd 7/1/14

**DISTRICT 917 CANDIDATE SUMMARY--EMPLOYMENT RECOMMENDATION**

DATE: 6/6/14	Teaching Licenses Held: Elem. Ed.
NAME: Michael Burgio	
Position: Teacher	
College:    Secondary:    Special Education: x    District:	Recommended Salary : \$55,890.00
	Employment Date: 8/21/14

**Education:**

	Institution	Graduated (yes or no)	Major	Degree/ Diploma
High School	Liberty Central High	Yes	Generals	Diploma
Technical College				
College	College of St. Rose	Yes	Spec. Ed. and Elementary Ed	BS
	College of St. Rose	Yes	Literacy	MS
	Augsburg	Yes	EBD/LD	

**Business/Industry Work Experience:**

Employer (most recent first)	From	To	Position/Responsibilities
St. Paul Public Schools	10/12	5/13	Extended Day Site Leader
City School district of Albany	9/07	8/11	Math and Reading Tutor

Total Years Business/Industry Work Experience 5

**Teaching Experience:**

Employer (most recent first)	From	To	Position/Responsibilities
LifeSpan	8/13	Current	Teacher
St. Paul Public Schools	8/11	6/13	Teacher
St. Paul Public Schools	10/11	5/12	Extended Day Teacher
St. Catherine's Center for Children	3/07	8/11	Teacher

Teaching Experience 7

**Remarks:**

Michael will be a teacher in the Youth Transition Program.

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To Bd 7/1/14

**DISTRICT 917 CANDIDATE SUMMARY--EMPLOYMENT RECOMMENDATION**

DATE: June 9, 2014	Teaching Licenses Held:
NAME: Ashley Mansheim	
Position: Program Assistant	
College: Secondary: Special Education: x District:	Recommended Salary : \$16.37 hourly
	Employment Date: 8/28/14

**Education:**

	Institution	Graduated (yes or no)	Major	Degree/ Diploma
High School	Southwest Christian High	Yes	Generals	Diploma
Technical College				
College	Trinity International	Yes	Youth Ministry	BA
	Trinity Evangelical Divinity	Yes	Counseling	MA
Other				

**Business/Industry Work Experience:**

Employer (most recent first)	From	To	Position/Responsibilities
Nystrom and Associates	7/11	Current	Mental Health Practitioner
Integrity Family Services	3/10	7/10	Crisis Stabilizer

Total Years Business/Industry Work Experience 4

**Teaching Experience:**

Employer (most recent first)	From	To	Position/Responsibilities

**Remarks:**

Ashley will be a program assistant in the SUN Program located at Alliance Education Center.

To Bd 7/1/14

**DISTRICT 917 CANDIDATE SUMMARY--EMPLOYMENT RECOMMENDATION**

DATE: June 2, 2014	Teaching Licenses Held: PHD
NAME: Amanda Peters	
Position: PHD Teacher	
College: Secondary: Special Education: x District:	Recommended Salary : \$58,816
	Employment Date: 8/21/14

**Education:**

	Institution	Graduated (yes or no)	Major	Degree/ Diploma
High School	Zumbrota-Mazeppa High	yes	Generals	Diploma
Technical College				
College	University of MN	Yes	Special Education	MA
	University of Wisc.	Yes	Special Education	BA
Other				

**Business/Industry Work Experience:**

Employer (most recent first)	From	To	Position/Responsibilities
Atomic Learning	8/08	5/13	Assistive Technology

Total Years Business/Industry Work Experience 5

**Teaching Experience:**

Employer (most recent first)	From	To	Position/Responsibilities
Hastings Public Schools	1/14	6/14	DCD Teacher
Rochester Public Schools	8/06	7/08	Assistive Technology Coordinator
Hastings Public Schools	8/2000	7/2006	PHD Consultant, Assistive Tech.
Farmington Public Schools	8/99	6/2000	Special Ed. Teacher

Total Years Teaching Experience 9

**Remarks:**

Amanda will be a PHD Teacher for the district replacing Mary Peterson who is changing positions.

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**ADDENDUM TO**  
**SUMMARY OF PERSONNEL ITEMS RECOMMENDED**  
**FOR ACTION AT BOARD MEETING OF JULY 1, 2014**

**RESIGNATIONS & TERMINATIONS:**

Elizabeth Laffen, Classroom Assistant, effective June 30, 2014.

**Intermediate School District #917  
School Board**

**Resolution to Accept Donations**

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

RESOLVED, that the School Board of Intermediate School District 917 accept the following donations, as indicated below, in the amount of \$2,367.40.

1. Donation of \$70 to the PACES Program to be used for the student end of year activities. Value: \$70.
2. Donation of \$150 from Dakota Electric to be used for students attending National FCCLA Leadership Conference in San Antonio, Texas in July of 2014. Value \$150.
3. Donation of \$25.00 from Becky Rachuy of Hastings, MN, to be used for students attending National FCCLA Leadership Conference in San Antonio, Texas in July of 2014. Value \$25.
4. Donation of \$126.40 from Sarah Brynteson-Tupperware, from Crystal, MN, to be used for students attending National FCCLA Leadership Conference in San Antonio, Texas in July of 2014. Value \$126.40.
5. Donation of \$471.00 from Dakota Regena McCune Fried of Lakeville, be used for students attending National FCCLA Leadership Conference in San Antonio, Texas in July of 2014. Value \$471.00.
6. Donation of \$1100 from Independent School District 194 (Lakeville) to be used for students attending National FCCLA Leadership Conference in San Antonio, Texas in July of 2014. Value \$1100.
7. Donation of \$50 from Larsen Larsen, PA of Apple Valley, to be used for students attending National FCCLA Leadership Conference in San Antonio, Texas in July of 2014. Value \$50.
8. Donation of \$25 from Robert Beulke, Inc. of Montgomery, to be used for students attending National FCCLA Leadership Conference in San Antonio, Texas in July of 2014. Value \$25.
9. Donation of \$10 from Apple Valley Jewelry to be used for students attending National FCCLA Leadership Conference in San Antonio, Texas in July of 2014. Value \$10.
10. Donation of \$50 from Apple Valley Car Clinic of Apple Valley, to be used for students attending National FCCLA Leadership Conference in San Antonio, Texas in July of 2014. Value \$50.
11. Donation of \$25 from Todd Grace – Edward Jones, of South Minneapolis, to be used for students attending National FCCLA Leadership Conference in San Antonio, Texas in July of 2014. Value \$25.
12. Donation of \$100 from The First State Bank of Rosemount, to be used for students attending National FCCLA Leadership Conference in San Antonio, Texas in July of 2014. Value \$100.
13. Donation of \$25 from New Market Bank of Elko New Market, to be used for students attending National FCCLA Leadership Conference in San Antonio, Texas in July of 2014. Value \$25.
14. Donation of \$20 from Fireside Restaurant of Rosemount, to be used for students attending National FCCLA Leadership Conference in San Antonio, Texas in July of 2014. Value \$20.

15. Donation of \$15.00 from Denny's Restaurant to be used for students attending National FCCLA Leadership Conference in San Antonio, Texas in July of 2014. Value \$15.

16. Donation of \$25 from Chili's Restaurant to be used for students attending National FCCLA Leadership Conference in San Antonio, Texas in July of 2014. Value \$25.

17. Donation of \$5 from Diane Jeffries of Apple Valley to be used for students attending National FCCLA Leadership Conference in San Antonio, Texas in July of 2014. Value \$5.

18. Donation of \$30 from Sue Francis of Rosemount to be used for students attending National FCCLA Leadership Conference in San Antonio, Texas in July of 2014. Value \$30.

19. Donation of \$10 from Lois Zabel Richard of Prior Lake to be used for students attending National FCCLA Leadership Conference in San Antonio, Texas in July of 2014. Value \$10.

20. Donation of \$20 in food coupons from Apple Valley Dairy Queen to be used for students attending National FCCLA Leadership Conference in San Antonio, Texas in July of 2014. Value \$20.

21. Donation of \$15 in food coupons from Apple Valley McDonalds to be used for students attending National FCCLA Leadership Conference in San Antonio, Texas in July of 2014. Value \$15.

The motion for the adoption of the foregoing resolution was duly seconded by \_\_\_\_\_ and upon vote being taken thereon, the following voted in favor thereof: \_\_\_\_\_ and the following voted against the same: none. Whereupon said resolution was duly passed and adopted.

Date Board Approved: July 1, 2014

CHECK #	TYPE	CHECK AMT	CHECK DATE	VENDOR #	ADDRS #	VENDOR NAME	CHECK STATUS
316599	S	\$2457.00	06/06/14	21025	2	MN FCCLA-HERO	OUTSTANDING
316667	S	\$250.00	06/06/14	23203	0	ACCELERATED TECHNOLOGIES	OUTSTANDING
316668	S	\$459.60	06/06/14	22200	1	ADT SECURITY SERVICES	OUTSTANDING
316669	S	\$1509.35	06/06/14	23725	0	ADVANCED IMAGING SOLUTIONS	OUTSTANDING
316670	S	\$606.91	06/06/14	05886	0	ANCHOR PAPER	OUTSTANDING
316671	S	\$4903.95	06/06/14	23567	0	BLUE SKY ONLINE CHARTER SCHOOL - ISD 4082	OUTSTANDING
316672	S	\$30375.60	06/06/14	22756	0	CHANNING BETE CO. INC	OUTSTANDING
316673	S	\$145.00	06/06/14	19532	0	COMO LUBE & SUPPLIES	OUTSTANDING
316674	S	\$108.96	06/06/14	22631	0	GOVCONNECTION	OUTSTANDING
316675	S	\$5550.90	06/06/14	21350	0	IND SCH DIST 195	OUTSTANDING
316676	S	\$9708.71	06/06/14	02162	0	IND SCH DIST 197	OUTSTANDING
316677	S	\$9795.73	06/06/14	02350	10	IND SCH DIST 199	OUTSTANDING
316678	S	\$6143.16	06/06/14	13450	0	IND SCH DIST 200	OUTSTANDING
316679	S	\$7580.51	06/06/14	19081	0	IND SCH DIST 659	OUTSTANDING
316680	S	\$1875.89	06/06/14	23297	0	INNOVATIVE OFFICE SOLUTIONS	OUTSTANDING
316681	S	\$1200.00	06/06/14	23320	0	KAREN CASS FELLING, M.A., LP	OUTSTANDING
316682	S	\$33.00	06/06/14	08517	0	LILLIE SUBURBAN NEWSPAPER, INC	OUTSTANDING
316683	S	\$36633.07	06/06/14	21061	1	MCGRAW HILL	OUTSTANDING
316684	S	\$6562.50	06/06/14	21663	0	MEINKE, STEPHANIE	OUTSTANDING
316685	S	\$433.45	06/06/14	11229	0	MN HISTORICAL SOCIETY	OUTSTANDING
316686	S	\$13165.95	06/06/14	23271	0	MODEL ME KIDS	OUTSTANDING
316687	S	\$299.88	06/06/14	23442	0	O'REILLY AUTO PARTS	OUTSTANDING
316688	S	\$191.49	06/06/14	20568	1	OFFICE DEPOT	OUTSTANDING
316689	S	\$1023.14	06/06/14	23690	0	OUTDOOR IMAGES, INC	OUTSTANDING
316690	S	\$560.13	06/06/14	00623	0	REPUBLIC SERVICES	OUTSTANDING
316691	S	\$1081.93	06/06/14	29040	0	SAM'S CLUB	OUTSTANDING
316692	S	\$550.00	06/06/14	29835	0	SCHOOLFINANCES.COM	OUTSTANDING
316693	S	\$1062.56	06/06/14	29865	0	SKILLSUSA MINNESOTA	OUTSTANDING
316694	S	\$6943.32	06/06/14	21305	0	SPECIAL SCHOOL DIST #6	OUTSTANDING
316695	S	\$427.91	06/06/14	10981	0	TARGET BANK	OUTSTANDING
316696	S	\$12275.98	06/06/14	23942	0	TEACHERS ON CALL	OUTSTANDING
316697	S	\$3662.00	06/06/14	07543	0	TIERNEY BROS. INC	OUTSTANDING
316698	S	\$5570.23	06/06/14	23898	0	WASHBURN CENTER FOR CHILDREN	OUTSTANDING
316699	S	\$447.83	06/06/14	20330	0	WASTE MANAGEMENT	OUTSTANDING
316700	S	\$5161.38	06/06/14	19389	0	WELLS FARGO	OUTSTANDING
316701	S	\$493.32	06/12/14	23725	1	ADVANCED IMAGING SOLUTIONS	OUTSTANDING
316702	S	\$23.00	06/12/14	22655	0	AMARIL UNIFORM CO.	OUTSTANDING
316703	S	\$200.00	06/12/14	22978	1	ARC GREATER TWIN CITIES	OUTSTANDING
316704	S	\$2647.50	06/12/14	23616	0	BRIH DESIGN, LLC	OUTSTANDING
316705	S	\$315.45	06/12/14	16141	0	CARQUEST AUTO PARTS STORES	OUTSTANDING
316706	S	\$55.91	06/12/14	16244	0	CUB FOODS	OUTSTANDING
316707	S	\$71.57	06/12/14	16244	7	CUB FOODS	OUTSTANDING
316708	S	\$100.56	06/12/14	20406	0	CUB FOODS	OUTSTANDING
316709	S	\$90.50	06/12/14	14606	0	DAKOTA AWARDS	OUTSTANDING
316710	S	\$12000.00	06/12/14	20448	3	DAKOTA COUNTY FINANCIAL SERVICES	OUTSTANDING
316711	S	\$1354.00	06/12/14	21866	0	DAKOTA COUNTY TECH COLLEGE	OUTSTANDING
316712	S	\$291.00	06/12/14	19401	0	DEX MEDIA EAST, INC.	OUTSTANDING
316713	S	\$451.82	06/12/14	23821	0	HANDI MEDICAL SUPPLY	OUTSTANDING
316714	S	\$102.23	06/12/14	07751	1	HASTINGS STAR GAZETTE	OUTSTANDING
316715	S	\$11858.80	06/12/14	19858	0	IND SCH DIST # 196	OUTSTANDING
316716	S	\$844.50	06/12/14	09592	0	IND SCH DIST 191	OUTSTANDING
316717	S	\$5350.40	06/12/14	21007	0	INT SCH DIST 287	OUTSTANDING

Intermediate School Dist 917  
 CHECK REGISTER FOR BANK 01 - WELLS FARGO BANK  
 DATE RANGE: 06/01/14 - 06/24/14

CHECK #	TYPE	CHECK AMT	CHECK DATE	VENDOR #	ADDRS #	VENDOR NAME	CHECK STATUS
316718	S	\$11.50	06/12/14	24058	0	JENNIFER MAYER	OUTSTANDING
316719	S	\$496.51	06/12/14	23485	0	KULLY SUPPLY	OUTSTANDING
316720	S	\$128.00	06/12/14	22778	0	LOFFLER BUSINESS SYSTEMS	OUTSTANDING
316721	S	\$538.13	06/12/14	23917	1	MARCO INC	OUTSTANDING
316722	S	\$505.43	06/12/14	21663	0	MEINKE, STEPHANIE	OUTSTANDING
316723	S	\$1252.23	06/12/14	14116	0	MENARDS	OUTSTANDING
316724	S	\$500.00	06/12/14	23900	0	META 13, INC	OUTSTANDING
316725	S	\$2355.40	06/12/14	24056	0	NORTHEAST METRO 916	OUTSTANDING
316726	S	\$2067.65	06/12/14	23690	0	OUTDOOR IMAGES, INC	OUTSTANDING
316727	S	\$161.24	06/12/14	23810	0	POPP BINDING & LAMINATING, INC	OUTSTANDING
316728	S	\$1473.57	06/12/14	23874	0	REINHART FOODSERVICE, LLC	OUTSTANDING
316729	S	\$343.00	06/12/14	01890	1	SOUTH-TOWN, INC	OUTSTANDING
316730	S	\$897.72	06/12/14	21305	0	SPECIAL SCHOOL DIST #6	OUTSTANDING
316731	S	\$9871.01	06/12/14	23942	0	TEACHERS ON CALL	OUTSTANDING
316732	S	\$1453.13	06/12/14	24043	0	TEAMWORKS INTERNATIONAL	OUTSTANDING
316733	S	\$14.20	06/12/14	24057	0	TERRA GIRARDIN	OUTSTANDING
316734	S	\$105.03	06/12/14	00450	0	TERRY'S HARDWARE	OUTSTANDING
316735	S	\$137.00	06/12/14	23595	0	THE MCDOWELL AGENCY, INC	OUTSTANDING
316736	S	\$3875.39	06/12/14	00643	0	TIES	OUTSTANDING
316737	S	\$145.65	06/12/14	23662	0	WESTONE	OUTSTANDING
316738	S	\$180.00	06/12/14	20472	1	YMCA	OUTSTANDING
316739	S	\$616.69	06/13/14	40022	0	AXA EQUITABLE LIFE INS CO	OUTSTANDING
316740	S	\$48.91	06/13/14	40056	1	DAKOTA COUNTY SHERIFF	OUTSTANDING
316741	S	\$290.19	06/13/14	40016	0	EDUCATION MINNESOTA, LOCAL 3904	OUTSTANDING
316742	S	\$1731.81	06/13/14	29026	0	EDUCATION MN ESI BILLING TRUST	OUTSTANDING
316743	S	\$3011.83	06/13/14	40060	0	FIDELITY INVSTMT TAX-EX SVC CO	OUTSTANDING
316744	S	\$675.01	06/13/14	40021	0	ING LIFE INSURANCE	OUTSTANDING
316745	S	\$321.19	06/13/14	24027	0	MIDLAND CREDIT MANAGEMENT INC	OUTSTANDING
316746	S	\$64.00	06/13/14	21651	0	NCBERS MINNESOTA	OUTSTANDING
316747	S	\$267.16	06/13/14	23901	0	OFFICE OF THE ATTORNEY GENERAL	OUTSTANDING
316748	S	\$170.15	06/13/14	29972	0	RELATED SERVICES NURSES ESP	OUTSTANDING
316749	S	\$2272.01	06/13/14	40018	0	S.E.P., LOCAL 4242	OUTSTANDING
316750	S	\$205.00	06/13/14	40012	0	UNITED WAY, GREATER TWIN CITIES	OUTSTANDING
316751	S	\$641.67	06/13/14	40071	0	WADDELL & REED INC	OUTSTANDING
316752	S	\$511.42	06/19/14	17397	0	409-PRAXAIR DISTRIBUTION INC	OUTSTANDING
316753	S	\$17.30	06/19/14	24061	0	ALEXIS HANSON	OUTSTANDING
316754	S	\$67.10	06/19/14	23678	0	AMAZON.COM, LLC	OUTSTANDING
316755	S	\$4189.63	06/19/14	22907	0	AMSAN BRISSMAN-KENNEDY	OUTSTANDING
316756	S	\$99.90	06/19/14	24060	0	ANDREW HERRMANN	OUTSTANDING
316757	S	\$33.00	06/19/14	29549	0	APPLE PLACE BOWL	OUTSTANDING
316758	S	\$33.83	06/19/14	22908	0	CHICAGO DISTRIBUTION CENTER	OUTSTANDING
316759	S	\$121.27	06/19/14	16244	0	CUB FOODS	OUTSTANDING
316760	S	\$703.56	06/19/14	16244	3	CUB FOODS	OUTSTANDING
316761	S	\$808.84	06/19/14	02866	0	DAKOTA ELECTRIC ASSN	OUTSTANDING
316762	S	\$49.95	06/19/14	00096	1	ECM PUBLISHERS/DAKOTA COUNTY TRIBUNE	OUTSTANDING
316763	S	\$2297.23	06/19/14	03079	0	FRONTIER COMMUNICATIONS	OUTSTANDING
316764	S	\$864.00	06/19/14	40075	0	HITESMAN & WOLD, PA	OUTSTANDING
316765	S	\$1469.95	06/19/14	13846	0	IND SCH DIST 192	OUTSTANDING
316766	S	\$15.30	06/19/14	24062	0	JAYCE SANCHEZ	OUTSTANDING
316767	S	\$20.45	06/19/14	24063	0	JENNA SCHILLER	OUTSTANDING
316768	S	\$100.00	06/19/14	23320	0	KAREN CASS FELLING, M.A., LP	OUTSTANDING
316769	S	\$320.23	06/19/14	13407	0	MCKESSON MEDICAL	OUTSTANDING

CHECK #	TYPE	CHECK AMT	CHECK DATE	VENDOR #	ADDRS #	VENDOR NAME	CHECK STATUS
316770	S	\$1345.43	06/19/14	23568	0	MEDI-CAR	OUTSTANDING
316771	S	\$41.90	06/19/14	23996	0	MEDICAREBLUE RX	OUTSTANDING
316772	S	\$190.72	06/19/14	23258	0	MN ENERGY RESOURCES CORPORATION	OUTSTANDING
316773	S	\$59.00	06/19/14	00227	0	NASCO	OUTSTANDING
316774	S	\$73.70	06/19/14	24065	0	NATHAN BRAND	OUTSTANDING
316775	S	\$894.94	06/19/14	23442	0	O'REILLY AUTO PARTS	OUTSTANDING
316776	S	\$768.87	06/19/14	22779	0	PHONAK	OUTSTANDING
316777	S	\$1226.00	06/19/14	13162	0	SCHOLASTIC BOOK CLUBS	OUTSTANDING
316778	S		06/19/14	13162	0	UNISSUED	UNISSUED
316779	S	\$206.22	06/19/14	22826	0	SCHOOL NURSE SUPPLY	OUTSTANDING
316780	S	\$1234.00	06/19/14	22730	0	SOUTHWEST/WEST CENTRAL SERVICE CORP	OUTSTANDING
316781	S	\$12356.09	06/19/14	23942	0	TEACHERS ON CALL	OUTSTANDING
316782	S	\$146.00	06/19/14	23595	0	THE MCDOWELL AGENCY, INC	OUTSTANDING
316783	S	\$12000.00	06/19/14	00643	0	TIES	OUTSTANDING
316784	S	\$1416.00	06/19/14	23814	0	TRIG LIFE SERVICES	OUTSTANDING
316785	S	\$9827.09	06/19/14	23898	0	WASHBURN CENTER FOR CHILDREN	OUTSTANDING
706344	E	\$48.09	06/11/14	99999	10838	ADIX, STEPHANIE	OUTSTANDING
706345	E	\$214.48	06/11/14	99999	9874	ALLEN, ANN CATHERINE	OUTSTANDING
706346	E	\$37.52	06/11/14	99999	10776	ANNONI, ELIZABETH	OUTSTANDING
706347	E	\$17.52	06/11/14	99999	9047	ARNESON, PATRICIA	OUTSTANDING
706348	E	\$397.73	06/11/14	99999	9855	BAXTER, JENNIFER	OUTSTANDING
706349	E	\$5.60	06/11/14	99999	9573	BEATTIE, JEAN	OUTSTANDING
706350	E	\$30.80	06/11/14	99999	8598	BIRTINEN, TRACY LEE	OUTSTANDING
706351	E	\$130.00	06/11/14	99999	3063	BRITTAIN, DONNA MAE	OUTSTANDING
706352	E	\$565.00	06/11/14	99999	10762	BYER-RAJPUT, ANNE	OUTSTANDING
706353	E	\$18.79	06/11/14	99999	5650	COCHRAN, JAMES EDWARD	OUTSTANDING
706354	E	\$23.06	06/11/14	99999	10517	COLLING, RHIANON	OUTSTANDING
706355	E	\$7.00	06/11/14	99999	10517	COLLING, RHIANON	OUTSTANDING
706356	E	\$40.60	06/11/14	99999	7203	CRAMER, CHERRY KEY	OUTSTANDING
706357	E	\$40.51	06/11/14	99999	7170	DIVELY, CYNTHIA GARWOOD	OUTSTANDING
706358	E	\$148.40	06/11/14	99999	10442	FLEMING, ANGELITA	OUTSTANDING
706359	E	\$180.32	06/11/14	99999	9755	FRISQUE, SHERILYN FAYE	OUTSTANDING
706360	E	\$20.72	06/11/14	99999	10650	FUHRMANN, SHANNON	OUTSTANDING
706361	E	\$71.12	06/11/14	99999	10650	FUHRMANN, SHANNON	OUTSTANDING
706362	E	\$690.48	06/11/14	99999	7088	GREENFIELD, DONNA GAYLE	OUTSTANDING
706363	E	\$17.36	06/11/14	99999	4466	HAASNOOT, DORINDA CAROL	OUTSTANDING
706364	E	\$23.47	06/11/14	99999	9811	HEIM, KAREY LEIGH	OUTSTANDING
706365	E	\$30.00	06/11/14	99999	9811	HEIM, KAREY LEIGH	OUTSTANDING
706366	E	\$22.48	06/11/14	99999	9730	HAWKINS, ANN	OUTSTANDING
706369	E	\$220.08	06/11/14	99999	9920	HJERMSTAD, KAREN	OUTSTANDING
706370	E	\$31.71	06/11/14	99999	9920	HJERMSTAD, KAREN	OUTSTANDING
706371	E	\$21.34	06/11/14	99999	9920	HJERMSTAD, KAREN	OUTSTANDING
706372	E	\$17.14	06/11/14	99999	8341	HELLAND, JENNIFER AMY	OUTSTANDING
706373	E	\$636.16	06/11/14	99999	10767	HOREJSI, CRAIG A.	OUTSTANDING
706374	E	\$26.88	06/11/14	99999	8942	HURT, LYNDA THERESA	OUTSTANDING
706375	E	\$183.80	06/11/14	99999	9496	IRELAND, KATHLEEN ELIZAB	OUTSTANDING
706376	E	\$514.08	06/11/14	99999	10631	JOHNSON, SARAH LYNN	OUTSTANDING
706377	E	\$77.84	06/11/14	99999	6356	KLAUSTERMEIER, JENNIFER MARIE	OUTSTANDING
706378	E	\$68.88	06/11/14	99999	6356	KLAUSTERMEIER, JENNIFER MARIE	OUTSTANDING
706379	E	\$200.83	06/11/14	99999	9722	KLEIN, LORI ANN	OUTSTANDING
706380	E	\$112.78	06/11/14	99999	9831	KURTEN, CAROL LEIGH	OUTSTANDING
706381	E	\$435.68	06/11/14	99999	6145	KYLLO, KITRI LARSON	OUTSTANDING

CHECK #	TYPE	CHECK AMT	CHECK DATE	VENDOR #	ADDRS #	VENDOR NAME	CHECK STATUS
706382	E	\$919.20	06/11/14	99999	6145	KYLLO, KITRI LARSON	OUTSTANDING
706383	E	\$17.64	06/11/14	99999	2598	LAMPRECHT, CLAUDETTE	OUTSTANDING
706384	E	\$31.71	06/11/14	99999	9086	LANG BERDETTA JEAN	OUTSTANDING
706385	E	\$50.40	06/11/14	99999	9571	LARSEN, BETSY SUE	OUTSTANDING
706386	E	\$17.03	06/11/14	99999	10781	LARSON, JILL E.	OUTSTANDING
706387	E	\$56.00	06/11/14	99999	10781	LARSON, JILL E.	OUTSTANDING
706388	E	\$17.03	06/11/14	99999	10781	LARSON, JILL E.	OUTSTANDING
706389	E	\$261.52	06/11/14	99999	3472	LENTSCH-MURRAY, ROSEMARY HELEN	OUTSTANDING
706390	E	\$74.90	06/11/14	99999	9504	LUNDQUIST, CAROL LEE	OUTSTANDING
706391	E	\$147.28	06/11/14	99999	10593	MABERRY, SAYRAJAYNE	OUTSTANDING
706392	E	\$45.00	06/11/14	99999	9046	MAHNKE, ERIN JEAN	OUTSTANDING
706393	E	\$138.99	06/11/14	99999	9046	MAHNKE, ERIN JEAN	OUTSTANDING
706394	E	\$58.59	06/11/14	99999	10047	VOIDED	VOIDED
706395	E	\$18.00	06/11/14	99999	9675	MATTICE, CATHLEEN CAROL	OUTSTANDING
706396	E	\$173.60	06/11/14	99999	9278	MAXES, ANN LOUISE	OUTSTANDING
706397	E	\$171.92	06/11/14	99999	10055	NICKLEBY, JASON	OUTSTANDING
706398	E	\$290.75	06/11/14	99999	9804	NORRING, JASON LEE	OUTSTANDING
706399	E	\$32.82	06/11/14	99999	9804	NORRING, JASON LEE	OUTSTANDING
706400	E	\$142.15	06/11/14	99999	9895	NUTTING-VELIZ, SHELBY	OUTSTANDING
706401	E	\$18.04	06/11/14	99999	10625	OLSON, JACKIE	OUTSTANDING
706402	E	\$19.32	06/11/14	99999	10625	OLSON, JACKIE	OUTSTANDING
706403	E	\$100.80	06/11/14	99999	9589	PETERSEN, JENNIFER MAE	OUTSTANDING
706404	E	\$31.71	06/11/14	99999	10626	PETERSON, MARY HELEN SUAVE	OUTSTANDING
706405	E	\$151.32	06/11/14	99999	10763	PFISTERER, EMILY	OUTSTANDING
706406	E	\$12.00	06/11/14	99999	9914	RHEIN, KENT E.	OUTSTANDING
706407	E	\$38.79	06/11/14	99999	9640	RIX, MELANIE ANN	OUTSTANDING
706408	E	\$42.56	06/11/14	99999	8628	ROUSH, NICOLLE KATHERI	OUTSTANDING
706409	E	\$89.04	06/11/14	99999	10070	SARNE, MARTIN M.	OUTSTANDING
706410	E	\$306.88	06/11/14	99999	9915	SCHALLER, MELISSA	OUTSTANDING
706411	E	\$44.99	06/11/14	99999	10801	STERNA, AMANDA	OUTSTANDING
706412	E	\$470.40	06/11/14	99999	10405	STOLL, DAVID L.	OUTSTANDING
706413	E	\$12.32	06/11/14	99999	10488	SZOKA, BRENDA	OUTSTANDING
706414	E	\$15.00	06/11/14	99999	10488	SZOKA, BRENDA	OUTSTANDING
706415	E	\$333.76	06/11/14	99999	9920	HJERMSTAD, KAREN	OUTSTANDING
706416	E	\$23.88	06/11/14	99999	9094	TOLLEFSON, BRENDA KAY	OUTSTANDING
706417	E	\$236.32	06/11/14	99999	9094	TOLLEFSON, BRENDA KAY	OUTSTANDING
706418	E	\$23.52	06/11/14	99999	10756	VAN BROCKLIN, ERIC	OUTSTANDING
706419	E	\$38.28	06/11/14	99999	9506	VILLELLI, ANTHONY JOSEPH	OUTSTANDING
706420	E	\$30.06	06/11/14	99999	9482	VRIEZE, JANEL LYNN	OUTSTANDING
706421	E	\$76.72	06/11/14	99999	6232	WEILAND, MARY ELIZABETH	OUTSTANDING
706422	E	\$5.50	06/11/14	99999	9492	VRIEZE, JANEL LYNN	OUTSTANDING
706423	E	\$24.87	06/11/14	99999	10644	WOLF, DANIELLE	OUTSTANDING
706424	E	\$41.89	06/11/14	99999	10644	WOLF, DANIELLE	OUTSTANDING
706425	E	\$24.08	06/11/14	99999	8686	BERG LINDA JO	OUTSTANDING
706426	E	\$59.92	06/11/14	99999	10832	BERGSTROM, RICHARD	OUTSTANDING
706427	E	\$49.28	06/11/14	99999	9723	CATER, DANNY GARY	OUTSTANDING
706428	E	\$69.44	06/11/14	99999	9301	CLARK, DEBORAH MAE	OUTSTANDING
706429	E	\$43.68	06/11/14	99999	10771	ERICKSON, ROBERT	OUTSTANDING
706430	E	\$11.20	06/11/14	99999	10624	HILL, RON	OUTSTANDING
706431	E	\$12.32	06/11/14	99999	10813	LENTZ, JENNIFER	OUTSTANDING
706432	E	\$52.08	06/11/14	99999	8287	LEWIS, JILL E	OUTSTANDING
706434	E	\$148.40	06/11/14	99999	9177	PRESSNALL, VANDA JOY	OUTSTANDING

CHECK #	TYPE	CHECK AMT	CHECK DATE	VENDOR #	ADDRS #	VENDOR NAME	CHECK STATUS
706435	E	\$5.60	06/11/14	99999	9549	RYERSON, DUANE THOMAS	OUTSTANDING
706436	E	\$40.32	06/11/14	99999	10770	SAUSER, MELISSA	OUTSTANDING
706437	E	\$6.16	06/11/14	99999	10565	SCHMIDT, NICOLE	OUTSTANDING
706439	E	\$24.64	06/11/14	99999	10804	ALEXANDER, AMY DOREEN	OUTSTANDING
706440	E	\$8.40	06/11/14	99999	3063	BORMANN, NATALIE	OUTSTANDING
706441	E	\$143.92	06/11/14	99999	9392	BRITTAIN, DONNA MAE	OUTSTANDING
706442	E	\$53.76	06/11/14	99999	9092	CARLSON, RAYSA MARJORIE	OUTSTANDING
706443	E	\$535.36	06/11/14	99999	5230	DEVENOW, PEARL SUSAN	OUTSTANDING
706444	E	\$63.84	06/11/14	99999	8456	DOENGES, KAREN STENE	OUTSTANDING
706445	E	\$705.04	06/11/14	99999	10442	ELDRED, PATRICIA ANN	OUTSTANDING
706446	E	\$890.40	06/11/14	99999	9187	EVANS, ANDREW D	OUTSTANDING
706447	E	\$21.84	06/11/14	99999	9755	FLEMING, ANGELITA	OUTSTANDING
706448	E	\$190.96	06/11/14	99999	7088	FRIEST, SUSAN NORMA	OUTSTANDING
706449	E	\$128.24	06/11/14	99999	9920	FRISQUE, SHERILYN FAYE	OUTSTANDING
706450	E	\$463.68	06/11/14	99999	10065	GREENFIELD, DONNA GAYLE	OUTSTANDING
706451	E	\$42.56	06/11/14	99999	9086	HENNES, NICOLE LYNN	OUTSTANDING
706452	E	\$93.52	06/11/14	99999	3472	HJERNSTAD, KAREN	OUTSTANDING
706453	E	\$101.36	06/11/14	99999	9086	KOENIGSBERGER, CARRIE LYNN	OUTSTANDING
706454	E	\$20.16	06/11/14	99999	10065	KOEPKE, BETSY	OUTSTANDING
706455	E	\$455.39	06/11/14	99999	9086	LANG, BERDETTA JEAN	OUTSTANDING
706456	E	\$8.96	06/11/14	99999	9086	LANG, BERDETTA JEAN	OUTSTANDING
706457	E	\$632.80	06/11/14	99999	9086	LANG, BERDETTA JEAN	OUTSTANDING
706458	E	\$296.80	06/11/14	99999	3472	LENTSCH-MURRAY, ROSEMARY HELEN	OUTSTANDING
706459	E	\$19.04	06/11/14	99999	9086	LANG, BERDETTA JEAN	OUTSTANDING
706460	E	\$36.96	06/11/14	99999	9086	LANG, BERDETTA JEAN	OUTSTANDING
706461	E	\$44.80	06/11/14	99999	10593	MABERRY, SAYRAJAYNE	OUTSTANDING
706462	E	\$25.76	06/11/14	99999	10460	MANNINEN, MELANIE	OUTSTANDING
706463	E	\$123.76	06/11/14	99999	9278	MAYES, ANN LOUISE	OUTSTANDING
706464	E	\$171.92	06/11/14	99999	10521	NWOKEKU, PATTIJO	OUTSTANDING
706465	E	\$15.68	06/11/14	99999	10397	PEMBLE, HOLLY	OUTSTANDING
706466	E	\$378.00	06/11/14	99999	10626	PETERSON, MARY HELEN SUAVE	OUTSTANDING
706467	E	\$99.68	06/11/14	99999	10430	QUAM, LYNN	OUTSTANDING
706468	E	\$33.60	06/11/14	99999	10810	RIESGRAF, AMY	OUTSTANDING
706469	E	\$50.40	06/11/14	99999	10649	SULLIVAN, MAUREEN	OUTSTANDING
706470	E	\$112.56	06/11/14	99999	9068	SWANEY, AMY LYNN	OUTSTANDING
706471	E	\$25.88	06/11/14	99999	7213	SAVAGE, DAWN MARIE	OUTSTANDING
706472	E	\$98.00	06/11/14	99999	10042	TENNESSEN, LAURA	OUTSTANDING
706473	E	\$199.03	06/11/14	99999	10375	THOMAS, TAYLOR	OUTSTANDING
706474	E	\$14.68	06/11/14	99999	10708	THOMPSON, ANNE	OUTSTANDING
706475	E	\$96.88	06/11/14	99999	6232	WEILAND, MARY ELIZABETH	OUTSTANDING
706476	E	\$30.13	06/11/14	99999	10280	WEIR, LAURA	OUTSTANDING
706477	E	\$160.16	06/11/14	99999	9468	LANGENFELD, CORY LEE	OUTSTANDING
706478	E	\$90.72	06/11/14	99999	9874	ALLEN, ANN CATHERINE	OUTSTANDING
706479	E	\$177.52	06/11/14	99999	9968	CRISSINGER, BRENDA	OUTSTANDING
706480	E	\$11.25	06/11/14	99999	7170	DIVELY, CYNTHIA GARWOOD	OUTSTANDING
706481	E	\$132.16	06/11/14	99999	8436	ELDRED, PATRICIA ANN	OUTSTANDING
706482	E	\$122.08	06/11/14	99999	10443	GROFF, CASSIE	OUTSTANDING
706483	E	\$620.48	06/11/14	99999	10767	HOREUST, CRAIG A.	OUTSTANDING
706484	E	\$850.92	06/11/14	99999	9496	IRELAND, KATHLEEN ELIZAB	OUTSTANDING
706485	E	\$348.88	06/11/14	99999	8842	JOHNSON, ROXANN RHYN	OUTSTANDING
706486	E	\$45.92	06/11/14	99999	10631	JOHNSON, SARAH LYNN	OUTSTANDING
706487	E	\$632.80	06/11/14	99999	10462	PURFEERST, MEGAN	OUTSTANDING

CHECK #	TYPE	CHECK AMT	CHECK DATE	VENDOR #	ADDRS #	VENDOR NAME	CHECK STATUS
706488	E	\$12.77	06/11/14	99999	10710	RABE, SARAH	OUTSTANDING
706489	E	\$25.76	06/11/14	99999	10751	TUFTEE, SHANYN	OUTSTANDING
92001180	W	\$32051.62	06/02/14	40006	0	EXECUTIVE DIRECTOR	OUTSTANDING
92001182	W	\$142938.45	06/02/14	40037	0	INTERNAL REVENUE SERVICE	OUTSTANDING
92001183	W	\$6788.23	06/02/14	24031	0	KANSAS CITY LIFE INSURANCE COMPANY	OUTSTANDING
92001184	W	\$249310.60	06/03/14	21088	0	MEDICA	OUTSTANDING
92001185	W	\$145.80	06/02/14	21704	0	MN CHILD SUPPORT PAYMENT CENTER	OUTSTANDING
92001187	W	\$22663.66	06/02/14	40003	0	MN DEPT OF REVENUE	OUTSTANDING
92001189	W	\$53613.10	06/02/14	40005	0	STATE TREASURER, TRA	OUTSTANDING
92001192	W	\$2204.18	06/16/14	40027	0	AMERIPRISE FINANCIAL ADVISORS	OUTSTANDING
92001193	W	\$614.51	06/16/14	28803	2	CITISTREETMN	OUTSTANDING
92001194	W	\$172.28	06/05/14	22698	0	CORPORATE HEALTH SYSTEMS	OUTSTANDING
92001195	W	\$1830.73	06/06/14	22698	0	CORPORATE HEALTH SYSTEMS	OUTSTANDING
92001196	W	\$611.00	06/16/14	22698	0	CORPORATE HEALTH SYSTEMS	OUTSTANDING
92001197	W	\$17925.01	06/10/14	30132	0	DELTA DENTAL OF MINNESOTA	OUTSTANDING
92001198	W	\$35883.03	06/17/14	40006	0	EXECUTIVE DIRECTOR	OUTSTANDING
92001199	W	\$1068.34	06/16/14	40026	0	HORACE MANN LIFE INS	OUTSTANDING
92001200	W	\$177260.25	06/16/14	40037	0	INTERNAL REVENUE SERVICE	OUTSTANDING
92001201	W	\$145.80	06/16/14	21704	0	MN CHILD SUPPORT PAYMENT CENTER	OUTSTANDING
92001202	W	\$235.00	06/16/14	40058	0	MN DEPT OF REVENUE(C)	OUTSTANDING
92001203	W	\$29225.73	06/16/14	40003	0	MN DEPT OF REVENUE	OUTSTANDING
92001204	W	\$465029.34	06/13/14	40001	0	PAYROLL ACCT #3805704197	OUTSTANDING
92001205	W	\$61863.27	06/16/14	40005	0	STATE TREASURER, TRA	OUTSTANDING
92001206	W	\$10110.02	06/16/14	23474	0	THE BANCORP BANK	OUTSTANDING
92001207	W	\$3215.65	06/16/14	40033	0	VARIABLE ANNUITY LIFE INS CO	OUTSTANDING

TOTAL # OF ISSUED CHECKS: 283 TOTAL AMOUNT 1640583.96

TOTAL # OF VOIDED CHECKS: 1 TOTAL AMOUNT 58.59

TOTAL # OF UNISSUED CHECKS: 1

SCOPY

Date: May 30, 2014

To: FOR EFT INPUT

From: Becky Edson  
Payroll Clerk

Subject: Flex Plan ACH Transfer for Flex Benny Card Reimbursement for week of May 26 to May 30, 2014

Transferred From Wells Fargo Bank Account Number xxxxxx2167 \$574.37  
Corporate Health Systems Inc Vendor # 22698

Charge to:	Amount	
10-215-39	\$574.37	
10-215-40	\$0.00	
Total	\$574.37	proof \$0.00

cc: Payroll Insurance Payment File  
Date Bank Account to be debited 5/30/2014 \$574.37

Authorized Signature  Date 6-2-14

COPY

Date: June 2, 2014

To: FOR EFT INPUT

From: Becky Edson  
Payroll Clerk

Subject: Group Insurance Premium for May 2014  
(Employer's Costs and Employees' Withholdings)

Payable to: \$17,925.01  
Delta Dental Vendor # 30132

Charge to:	Amount
21-005-110-000-235-250	\$17,925.01

Total	\$17,925.01	proof	\$0.00
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cc: Payroll Insurance Payment File  
Date Bank Account to be debited 6/10/2014

Authorized Signature  Date 6-2-14

Date: May 28, 2014  
To: Accounts Payable

**COPY**

From: Becky Edson  
Payroll Clerk

Subject: Group Insurance Premium for June 2014  
(Employer's Costs and Employees' Withholdings)

Wire Funds to Kansas City Life Insurance Co \$6,788.23

Payable to:  
Kansas City Life Ins Co Vendor #

Charge to:	Amount	
01-215-32	\$533.78	
02-215-32	\$3,697.43	
10-215-32	\$249.76	
01-215-33	\$290.56	
02-215-33	\$1,896.94	
10-215-33	\$119.76	
Total	\$6,788.23	proof \$0.00

cc: Payroll Insurance Payment File

Authorized Signature  Date 6-2-14

Date: June 2, 2014

To: Accountns Payable

Invoice nbr: C0034813225

Date: 6/1/2014

From: Becky Edson  
Payroll Clerk

Group # 586196

Subject: Group Insurance Premium for June 2014  
(Employer's Costs and Employees' Withholdings)

Wire Funds Transfer was made in the amount of \$ 249,310.60

Payable to:  
Medica

Vendor # 21088

Charge to:

Amount

01-215-30

\$32,497.56

02-215-30

\$206,550.24

10-215-30

\$10,262.80

20-215.30

\$0.00

Total

\$249,310.60

proof

\$0.00

Authorized Signature



Date

6-3-14

TO: Nicolle Roush  
Business Manager

DATE: 05/27/2014

**COPIES**

FROM: Becky Edson  
Payroll/Fringe Benefits Technician

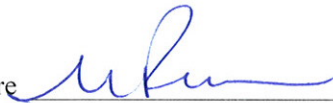
SUBJECT: EFT for pay period ending May 30, 2014

Amerprise Vendor #40027	\$ 5,940.78
PERA Vendor #40006	\$ 32,051.62
Horace Mann Vendor #40026	\$ 2,352.34
TRA Vendor #40005	\$ 53,613.10
VALIC (Variable Annuity Life) Vendor #40033	\$ 7,386.25
Minnesota Dept. of Revenue Vendor # 40003	\$ 22,663.66
Internal Revenue Service Vendor Nbr 40037	\$ 142,938.45
Payroll Acct #XXXXXX4197 Vendor #40001	\$ 391,920.39
Bancorp Vendor #23474	\$ 8,623.80
CITISTREETMN (MSRS) Vendor # 28803-2	\$ 2,114.51
MN Child Support Vendor #21704	\$ 145.80
MO Child Support Vendor #23952	\$ -
MN Dept of Revenue - Garnishment Vendor #40058	\$ 235.00

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

**\$ 669,985.70**

Authorized Signature



Date

6-2-14

Date: June 20, 2014  
To: FOR EFT INPUT

COPY

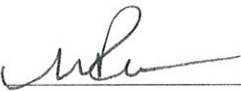
From: Becky Edson  
Payroll Clerk

Subject: Flex Plan ACH Transfer for Flex Benny Card Reimbursement for week of 06/16 to 06/20/14

Transferred From Wells Fargo Bank Account Number xxxxxx2167 \$312.33  
Corporate Health Systems Inc Vendor # 22698

Charge to:	Amount	
10-215-39	\$312.33	
10-215-40	\$0.00	
Total	\$312.33	proof \$0.00

cc: Payroll Insurance Payment File  
Date Bank Account to be debited 6/20/2014 \$312.33

Authorized Signature  Date 6-20-14

**COPY**

Date: June 19, 2014

To: FOR EFT INPUT

From: Becky Edson  
Payroll Clerk

Subject: Flex Plan ACH Transfer for Flex Reimbursement for 2014

Transferred From Wells Fargo Bank Account Number xxxxxx2167 \$1,708.69  
Corporate Health Systems Inc Vendor # 22698

Charge to:	Amount	
10-215-39	\$159.62	
10-215-40	\$1,549.07	
Total	\$1,708.69	proof \$0.00

cc: Payroll Insurance Payment File  
Date Bank Account to be debited 6/20/2014 \$1,708.69

Authorized Signature  Date 6-19-14

COPY

Date: June 17, 2014

To: Accountns Payable

Invoice nbr: 32416123

Date: 6/17/2014

From: Becky Edson  
Payroll Clerk

Member ID: 803601310

Subject: RX - Trexler

Issue a Check in the amount of \$ 41.90

Payable to:  
Medicare Blue RX  
(July 2014)

Vendor #

Charge to:

Amount

20-005-420-000-221-220

\$41.90

Total

\$41.90

proof

\$0.00

Authorized Signature



Date

6-18-14

TO: Nicolle Roush DATE: 06/16/2014  
Business Manager


FROM: Becky Edson  
Payroll/Fringe Benefits Technician

SUBJECT: EFT for pay period ending June 15, 2014

Ameriprise Financial Services, Inc. Vendor #40027	\$ 2,204.18
PERA Vendor #40006	\$ 35,883.03
Horace Mann Vendor #40026	\$ 1,068.34
TRA Vendor #40005	\$ 61,863.27
VALIC (Variable Annuity Life) Vendor #40033	\$ 3,215.65
Minnesota Dept. of Revenue Vendor # 40003	\$ 29,225.73
Internal Revenue Service Vendor Nbr 40037	\$ 177,260.25
Payroll Acct #XXXXXX4197 Vendor #40001	\$ 465,029.34
Bancorp Vendor # 23474	\$ 10,110.02
CITISTREETMN (MSRS) Vendor # 28803-2	\$ 614.51
MN Child Support Division Vendor #21704	\$ 145.80
MO Child Support Enforcement Division Vendor #23952	\$ -
MN Dept of Revenue - Garnishment Vendor #40058	\$ 235.00

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

**\$ 786,855.12**

Authorized Signature  Date 6-16-14

Date: June 13, 2014  
To: FOR EFT INPUT

ECOPY

From: Becky Edson  
Payroll Clerk

Subject: Flex Plan ACH Transfer for Flex Benny Card Reimbursement for the week of June 9 to June 13, 2014

Transferred From Wells Fargo Bank Account Number xxxxxx2167 \$611.00  
Corporate Health Systems Inc Vendor # 22698

Charge to:	Amount	
10-215-39	\$611.00	
10-215-40	\$0.00	
Total	\$611.00	proof \$0.00

cc: Payroll Insurance Payment File  
Date Bank Account to be debited 6/16/2014 \$611.00

Authorized Signature  Date 6-16-14

Date: June 5, 2014

 COPY

To: FOR EFT INPUT


From: Becky Edson  
Payroll Clerk

Subject: Flex Plan ACH Transfer for Flex Benny Card Reimbursement for week of June 2 to June 5, 2014

Transferred From Wells Fargo Bank Account Number xxxxxx2167 \$172.28  
Corporate Health Systems Inc Vendor # 22698

Charge to:	Amount	
10-215-39	\$172.28	
10-215-40	\$0.00	
Total	\$172.28	proof \$0.00

cc: Payroll Insurance Payment File  
Date Bank Account to be debited 6/5/2014 \$172.28

Authorized Signature  Date 6-5-14

COPY

Date: June 5, 2014

To: FOR EFT INPUT

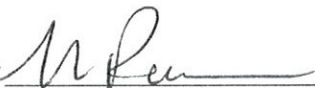
From: Becky Edson  
Payroll Clerk

Subject: Flex Plan ACH Transfer for Reimbursement for June 6, 2014

Transferred From Wells Fargo Bank Account Number xxxxxx2167 \$1,830.73  
Corporate Health Systems Inc Vendor # 22698

Charge to:	Amount	
10-215-39	\$239.35	
10-215-40	\$1,591.38	
Total	\$1,830.73	proof \$0.00

cc: Payroll Insurance Payment File  
Date Bank Account to be debited 6/6/2014 \$1,830.73

Authorized Signature  Date 6-5-14

INTERMEDIATE SCHOOL DISTRICT 917  
 SCHOOL BOARD REPORT OF  
 CONSOLIDATED INVESTMENTS (GENERAL & BUILDING)  
 MAY 2014

ACCOUNT NAME	ACCT NO	BEGINNING BALANCE	PURCHASES CREDITS	SALES TRANSFERS	INVESTMENT FEES	INTEREST EARNED	ENDING BALANCE	YEAR TO DATE
								INTEREST EARNED
1 MSDLAF+ MAX	01	1,013,982.34	994,481.32	750,000.00	0.00	21.58	1,258,485.24	964.98
2 MSDLAF	01	267.67	994,214.07	994,481.74	0.00	0.42	0.42	0.43
MSDLAF FIXED (CD's, Term, Comm. *Interest Maturity 5/27/14)								
3 WELLS FARGO SAVINGS ACCT	01	4,400,213.94	0.00	450,000.00	0.00	222.02	3,950,435.96	935.96
4 WELLS FARGO PORTFOLIO	01	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>TOTAL</b>		6,406,463.95	1,988,695.39	3,186,481.74	0.00	244.02	5,208,921.62	4,115.02

**EXPLANATION:** Lines 1 through 4 above are School District Investments complying with the requirements of Minnesota Statutes 118.01, 471.56 and 475.66. Lines 1 through 2 represent portfolios of investments made with Minnesota School Liquid Assets Fund plus (MSDLAF+) and are explained along with line 4 below.

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

NOTE: May 2014 Average MSDLAF Liquid Rate was .02% and the MSDLAF+MAX Average Rate was .04%. The MSDLAF CD Average Rate was .45%. The Average Wells Fargo Savings Rate was .06%.

NR:vw

INTERMEDIATE SCHOOL DISTRICT 917

1st quarter: 7/1/13-9/30/13  
 2nd quarter: 10/1/13-12/31/13  
 3rd quarter: 1/1/14-03/31/14  
 4th quarter: 4/1/14-06/30/14

TEMPORARY EMPLOYMENT AGREEMENT REPORT

July 1, 2013 through June 30, 2014

LAST NAME	FIRST NAME	DESCRIPTION	LOCATION	POSITION	START DATE	END DATE	SALARY	MAX# WORK DAYS	MAX HRS/ DAY
BIEGLER	PAMELA JILL	summer session	DCALS (DCTC loc)	Math Teacher/DCALS	20130701	20130816	\$1,150.69	14	2
BRITTAIN	DONNA MAE	Temp work agreement	Alliance Ed C Itinerants	Spec Ed Occup Therapist	20130701	20130731	\$2,085.04	6	7
CRISSINGER	BRENDA LYNETTE	summer session	Diamondhead Ed Ctr	Spec Ed Teacher	20130701	20130823	\$5,441.50	21	6
DOBSON	MEGHAN LOUISE	Temp work agreement	Alliance Ed Ctr IDEA/SUN	Spec Ed Teacher-Lead	20130701	20130823	\$2,364.37	7	8
FRISQUE	SHERILYN FAYE	summer session	Alliance Ed C Itinerants	Spec Ed Teacher of Vis I	20130701	20130823	\$2,515.88	14	4
KAMIN	JENNA LYNN	summer session	Hilltop Elementary	Student Assistant HQ	20130701	20130716	\$669.60	10	4
KLEIN	LORI ANN	Temp work agreement	Alliance Ed C Itinerants	Lead Teacher	20130701	20130823	\$1,134.24	3	8
KLEIN	LORI ANN	summer session	Alliance Ed C Itinerants	Spec Ed Teacher of Vis I	20130701	20130823	\$3,024.65	16	4
LAMPRECHT	CHRISTOPHER J.	Temp work agreement	Lakeville North HS DASH	Deliveries/Moves Sp Ed	20130701	20130707	\$80.00	2	2
LAMPRECHT	CLAUDETTE	Temp work agreement	Lakeville North HS DASH	Deliveries/Moves Sp Ed	20130701	20130707	\$80.00	2	2
MAYES	ANN LOUISE	summer session	Alliance Ed C Itinerants	Spec Ed Teacher	20130701	20130808	\$3,062.40	21	3
PURFEERST	MEGAN A.	summer session	Alliance Ed C Itinerants	Spec Ed Teacher of Vis I	20130701	20130823	\$1,346.98	12	3
RIPPELMEYER	DAVID JAY	Temp work agreement	Lakeville North HS DASH	Deliveries/Moves Sp Ed	20130701	20130707	\$80.00	2	2
SWANEY	AMY LYNN	Temp work agreement	Apple Valley SUN	Spec Ed Teacher-Lead	20130701	20130823	\$1,771.84	10	4
TENNIS	JESSICA JOANNE	Temp work agreement	DCALS North	Enrollment Coord DCALS N	20130701	20130823	\$658.78	8	3,0938
WOOD	FRAN LOUISE	summer session	Alliance Ed C Itinerants	Spec Ed Teacher of Vis I	20130701	20130823	\$1,847.46	11	4
ALLEN	THERESA LYNN	summer session	Meadowview Elem PACES	Program Assistant HQ	20130708	20130801	\$1,120.00	16	4
ANDERSEN	KASANDRA LEE	summer session	Alliance Ed Ctr SUN	Student Assistant HQ	20130708	20130801	\$1,167.36	16	4
ANDERSON	AMY LOUISE	summer session	Apple Valley SUN	Classroom Assistant HQ	20130708	20130801	\$1,071.36	16	4
ANDERSON	ELIZABETH ANN	summer session	Boeckman Mid Sch-PACES	Classroom Assistant HQ	20130708	20130801	\$1,071.36	16	4
ANDERSON	JOEL ANDREW	summer session	Apple Valley SUN	Classroom Assistant HQ	20130708	20130801	\$1,047.68	16	4
ANDREWS	CATHERINE MORGA	summer session	Friendly Hills Middl TEA	Classroom Assistant HQ	20130708	20130719	\$523.84	8	4

LAST NAME	FIRST NAME	DESCRIPTION	LOCATION	POSITION	START DATE	END DATE	SALARY	MAX# WORK DAYS	MAX HRS/ DAY
ANTONELL	MELISSA LYNN	summer session	Friendly Hills Middl TEA	Classroom Assistant HQ	20130708	20130801	\$1,023.36	16	4
ARDREY	MARIA JEANINE	summer session	Meadowview Elem PACES	Program Assistant HQ	20130708	20130801	\$1,071.36	16	4
ARLT	LISA ANNE	summer session	Friendly Hills Middl TEA	Classroom Assistant HQ	20130708	20130801	\$1,095.68	16	4
ASHWELL	MORGAN CLAIRE	summer session	Friendly Hills Middl TEA	Mental Health Practition	20130708	20130801	\$1,543.70	16	4
ASMUS	JOAN SCHAEFER	summer session	Alliance Ed C Itinerants	Nurse	20130708	20130801	\$587.83	3.5	4
ASMUS	JOAN SCHAEFER	summer session	Alliance Ed C Itinerants	Nurse	20130708	20130801	\$1,679.51	5	8
BANKSTON	LINDSEY MARIE	summer session	Alliance Ed Ctr SUN	Spec Ed Teacher	20130708	20130801	\$2,163.50	16	4
BARTZ	MICHELLE RENEE	summer session	Meadowview Elem PACES	Spec Ed Teacher	20130708	20130801	\$1,600.00	16	4
BAUER	CARIE ANN	summer session	DCTC/Sp Ed Staff	Health Associate	20130708	20130801	\$1,724.16	16	4
BAUER	JACOB BRIAN	summer session	Boeckman Mid Sch-PACES	Classroom Assistant HQ	20130708	20130801	\$1,071.36	16	4
BECHERER	GRETCHEN C.	summer session	DCTC/Sp Ed Staff	Classroom Assistant HQ	20130708	20130801	\$1,248.00	16	4
BETLOCK	THOMAS EDWARD	summer session	Alliance Ed Ctr SUN	Classroom Assistant HQ	20130708	20130801	\$1,095.68	16	4
BIRTTNEN	TRACY LEE	summer session	DCTC/Sp Ed Staff	Spec Ed Teacher	20130708	20130801	\$3,047.48	16	4
BUBERL	JENNIFER CLAIRE	summer session	Alliance Ed Ctr SUN	Classroom Assistant HQ	20130708	20130801	\$1,047.68	16	4
CARNEVALE	CORRINE SUE	summer session	Friendly Hills Middl TEA	Program Assistant HQ	20130708	20130801	\$1,047.68	16	4
CHLAN	JEREMY JAMES	summer session	Apple Valley SUN	Classroom Assistant HQ	20130708	20130801	\$803.52	12	4
COCHRAN	JAMES EDWARD	summer session	PD Works PACES	Spec Ed Teacher	20130708	20130801	\$3,219.11	16	4
COOK	ELIZABETH ANN	summer session	DCTC/Sp Ed Staff	Classroom Assistant HQ	20130708	20130801	\$1,047.68	16	4
COPELAND	KEMISHA A.	summer session	Friendly Hills Middl TEA	Mental Health Practition	20130708	20130801	\$2,400.00	16	4
CRAIG	RACHEL MAE	summer session	Hastings High Sch DASH	Program Assistant HQ	20130708	20130801	\$1,167.36	16	4
CRAMER	NATALIE LYNN	summer session	Cedar School SUN	Student Assistant HQ	20130708	20130801	\$1,071.36	16	4
DAHLBERG	KAILEY ANNE	summer session	Apple Valley SUN	Classroom Assistant HQ	20130708	20130801	\$803.52	12	4
DECLEENE	SAIGE MARIE	summer session	Apple Valley SUN	Spec Ed Teacher	20130708	20130801	\$1,600.00	16	4
DEGERSTROM	CASSANDRA DEE	summer session	Diamondhead Ed Ctr	Student Assistant HQ	20130708	20130801	\$1,071.36	16	4
DEMUTH	LANCE A.	summer session	Apple Valley SUN	Student Assistant HQ	20130708	20130801	\$1,143.68	16	4
DEVENOW	PEARL SUSAN	summer session	Gideon Pond Itinerants	Spec Ed Teacher	20130708	20130823	\$2,682.43	13	4

LAST NAME	FIRST NAME	DESCRIPTION	LOCATION	POSITION	START DATE	END DATE	SALARY	MAX# WORK HRS/ DAYS
DOBSON	MEGHAN LOUISE	summer session	Alliance Ed Ctr SUN	Spec Ed Teacher	20130708	20130801	\$2,702.14	16 4
DODGE	MICHELLE MARIE	summer session	Pinecrest Elem-Hastings	Interpreter-Sign Languag	20130708	20130801	\$1,673.60	16 4
ELBERS	KARI JEAN	summer session	Meadowview Elem PACES	Classroom Assistant HQ	20130708	20130801	\$1,143.68	16 4
ENGELHARDT-FISCHBEI	KRISTIN L	summer session	Gideon Pond DHH	Spec Ed Teacher	20130708	20130801	\$2,905.86	16 4
ERICKSON	DIAN RUCKMAR	summer session	Alliance Ed Ctr SUN	Program Assistant HQ	20130708	20130801	\$1,635.20	16 4
FLOW	ALICE LORETTA	summer session	Apple Valley SUN	Classroom Assistant HQ	20130708	20130801	\$1,071.36	16 4
FORGETTE	MEGAN MARIE	summer session	Lakeville North HS DASH	Classroom Assistant HQ	20130708	20130801	\$1,023.36	16 4
HAMILTON	AARON THOMAS	summer session	Alliance Educ Ctr IDEA	Program Assistant HQ	20130708	20130801	\$1,095.68	16 4
HARMON	MICHAEL TOLBERT	summer session	Friendly Hills Middl TEA	Classroom Assistant HQ	20130708	20130801	\$1,071.36	16 4
HAWKINS	ANN ELIZABETH	summer session	Boeckman Mid Sch-PACES	Spec Ed Teacher	20130708	20130719	\$800.00	8 4
HENNES	KENNETH J.	summer session	DCTC/Sp Ed Staff	Student Assistant HQ	20130708	20130801	\$1,047.68	16 4
HERRMANN	ALISA MARIE	summer session	Alliance Ed Ctr SUN	Classroom Assistant HQ	20130708	20130801	\$1,047.68	16 4
HOELSCHER	JUSTIN DAVID	summer session	Alliance Ed Ctr SUN	Program Assistant HQ	20130708	20130801	\$1,071.36	16 4
HOFF	ARDIS YVONNE	summer session	Friendly Hills Middl TEA	Classroom Assistant HQ	20130708	20130801	\$1,071.36	16 4
HOFF	WILLIAM C.	summer session	Friendly Hills Middl TEA	Classroom Assistant HQ	20130708	20130801	\$1,120.00	16 4
HOLLENBECK	TINA	summer session	Alliance Ed Ctr SUN	Classroom Assistant HQ	20130708	20130801	\$1,095.68	16 4
HOREJSI	MELISSA JO	summer session	Alliance Ed C Itinerants	Spec Ed Teacher of Vis I	20130708	20130719	\$2,028.50	10 5
HOWLETT	CASSONDRA JO	summer session	Alliance Ed Ctr SUN	Classroom Assistant HQ	20130708	20130801	\$1,047.68	16 4
HUAMAN	DARLA BERTHA	summer session	Diamondhead Ed Ctr	Spec Ed Teacher	20130708	20130801	\$2,965.32	16 4
IVERSON	COURTNEY JO	summer session	DCTC/Sp Ed Staff	Spec Ed Teacher	20130708	20130801	\$1,842.85	16 4
JACKSON	MEAGAN ALEXANDR	summer session	Friendly Hills Middl TEA	Program Assistant HQ	20130708	20130801	\$1,120.00	16 4
JOHNSEN	JASON ADAM	summer session	Alliance Ed Ctr SUN	Program Assistant HQ	20130708	20130801	\$1,143.68	16 4
JONES	LUCAS MANDULEY	summer session	Friendly Hills Middl TEA	Program Assistant HQ	20130708	20130801	\$1,167.36	16 4
KEITA	IBRAHIMA	summer session	Alliance Educ Ctr IDEA	Student Assistant HQ	20130708	20130801	\$1,071.36	16 4
KIMLINGER	KENDRA LEA	summer session	Alliance Ed Ctr IDEA/SUN	Program Assistant HQ	20130708	20130801	\$1,071.36	16 4
KLEIN	LORI ANN	summer session	Alliance Ed C Itinerants	Spec Ed Teacher of Vis I	20130708	20130801	\$3,024.65	16 4

LAST NAME	FIRST NAME	DESCRIPTION	LOCATION	POSITION	START DATE	END DATE	SALARY	MAX# WORK DAYS	MAX HRS/ DAY
KLIMEK	LORILEA J.	summer session	DCTC/Sp Ed Staff	Program Assistant HQ	20130708	20130801	\$1,507.20	16	4
KNEER	AMBER JANE	summer session	Apple Valley SUN	Classroom Assistant HQ	20130708	20130801	\$1,071.36	16	4
KURTEN	CAROL LEIGH	summer session	DCTC/Sp Ed Staff	Program Assistant HQ	20130708	20130726	\$840.00	12	4
LAFFEN	ELIZABETH A.	summer session	DCTC/Sp Ed Staff	Classroom Assistant HQ	20130708	20130801	\$1,095.68	16	4
LAFFEN	RACHELLE JANAE	summer session	DCTC/Sp Ed Staff	Classroom Assistant HQ	20130708	20130801	\$1,023.36	16	4
LAMPRECHT	CHRISTOPHER J.	summer session	Lakeville North HS DASH	Classroom Assistant HQ	20130708	20130801	\$1,023.36	16	4
LAMPRECHT	CLAUDETTE	summer session	Homebound DASH	Spec Ed Teacher	20130708	20130801	\$496.44	8	1.25
LAMPRECHT	CLAUDETTE	summer session	Lakeville North HS DASH	Spec Ed Teacher	20130708	20130801	\$3,177.21	16	4
LANG	SHEILA STEPHANI	summer session	DCTC/Sp Ed Staff	Classroom Assistant HQ	20130708	20130801	\$1,120.00	16	4
LANGE	STEVEN ROBERT	summer session	Apple Valley SUN	Spec Ed Teacher	20130708	20130801	\$1,600.00	16	4
LANO	ALEXANDER ROBER	summer session	Alliance Ed Ctr SUN	Classroom Assistant HQ	20130708	20130801	\$1,047.68	16	4
LARSEN	BETSY SUE	summer session	Boeckman Mid Sch-PACES	Spec Ed Teacher	20130708	20130801	\$2,763.94	16	4
LARSEN	BETSY SUE	summer session	Chr McAuliffe DASH&ECSE	Spec Ed Teacher-homebound	20130708	20130801	\$172.75	4	1
LARSEN	BETSY SUE	summer session	Lakeville North HS DASH	Spec Ed Teacher-homebound	20130708	20130801	\$345.49	4	2
LIDBERG	SEAN DAVID	summer session	Alliance Ed Ctr SUN	Classroom Assistant HQ	20130708	20130801	\$1,095.68	16	4
LIVINGSTON	CHRISTINE MICHE	summer session	Sibley High School DASH	Spec Ed Teacher	20130708	20130801	\$2,800.65	16	4
LOR	KIA	summer session	Apple Valley SUN	Classroom Assistant HQ	20130708	20130801	\$1,095.68	16	4
MABERRY	SAYRAJAYNE D.	summer session	Alliance Ed Ctr IDEA/SUN	Nurse	20130708	20130801	\$1,600.00	16	4
MANN	ERIN ELIZABETH	summer session	Meadowview Elem PACES	Classroom Assistant HQ	20130708	20130801	\$1,120.00	16	4
MANTEUFEL	CHRISTINE MARIE	summer session	Lakeville North HS DASH	Classroom Assistant HQ	20130708	20130801	\$1,023.36	16	4
MARTIN	KARISSA D.	summer session	Apple Valley SUN	Classroom Assistant HQ	20130708	20130801	\$1,047.68	16	4
MATTICE	CATHLEEN CAROL	summer session	Alliance Ed Ctr SUN	Spec Ed Teacher	20130708	20130801	\$2,408.99	16	4
MATTOS	PATRICIA ANN	Temp work agreement	DCALS (DCTC loc)	Enrollment Coord DCALS	20130708	20130823	\$3,136.99	10	6
MATTSON	SHELBY ANNE	summer session	Apple Valley SUN	Classroom Assistant HQ	20130708	20130801	\$1,095.68	16	4
NDIAME	MOUHAMED LAMINE	summer session	Alliance Ed Ctr SUN	Classroom Assistant HQ	20130708	20130801	\$1,047.68	16	4
O'DOWD-MALLAM	ALEXANDRA A.	summer session	Diamondhead Ed Ctr	Student Assistant HQ	20130708	20130801	\$1,023.36	16	4

LAST NAME	FIRST NAME	DESCRIPTION	LOCATION	POSITION	START DATE	END DATE	SALARY	MAX# WORK HRS/ DAY
OLSON	ELISA KATHLEEN	summer session	Apple Valley SUN	Classroom Assistant HQ	20130708	20130801	\$1,071.36	16 4
OLSON	JACKIE MARIE	summer session	Alliance Ed Ctr SUN	Spec Ed Teacher	20130708	20130801	\$1,328.64	16 4
OLSON	NANCY MAE	summer session	Diamondhead Ed Ctr	Program Assistant HQ	20130708	20130801	\$1,071.36	16 4
PEMBLE	HOLLY MARIE	summer session	DCTC/Sp Ed Staff	Student Assistant HQ	20130708	20130801	\$1,023.36	16 4
PETERSEN	JENNIFER MAE	summer session	Friendly Hills Middl TEA	Mental Health Profession	20130708	20130801	\$1,543.70	16 4
PETERSON	MARGO LORRAINE	summer session	Friendly Hills Middl TEA	Classroom Assistant HQ	20130708	20130801	\$1,071.36	16 4
PETERSON	MARY HELEN SAUV	summer session	DCTC/Sp Ed Staff	Spec Ed Phys & Hlth Disa	20130708	20130801	\$3,068.30	16 4
PETERSON	SHERLYN MARIE	summer session	Meadowview Elem PACES	Spec Ed Teacher	20130708	20130801	\$2,551.09	16 4
PETERSON	STEPHANIE BETH	summer session	Apple Valley SUN	Classroom Assistant HQ	20130708	20130801	\$1,023.36	16 4
PINNT	KATIE MARIE	summer session	Alliance Ed Ctr SUN	Program Assistant HQ	20130708	20130801	\$1,071.36	16 4
RANDALL	TRACIE LEE	summer session	Apple Valley SUN	Spec Ed Teacher	20130708	20130801	\$2,763.94	16 4
REDMAN	DANIEL BRADEN	summer session	Friendly Hills Middl TEA	Mental Health Practitioner	20130708	20130801	\$2,240.00	16 4
REGAN	AMBER LEIGH	summer session	DCTC/Sp Ed Staff	Classroom Assistant HQ	20130708	20130801	\$1,071.36	16 4
RIPPELMEYER	DAVID JAY	summer session	DCTC/Sp Ed Staff	Spec Ed Teacher	20130708	20130801	\$2,130.94	16 4
ROGERS	KATHRYN LYNN	summer session	Alliance Educ Ctr IDEA	Classroom Assistant HQ	20130708	20130801	\$1,095.68	16 4
SANDGREN	MONICA ANN	summer session	Lakeville North HS DASH	Program Assistant HQ	20130708	20130801	\$1,047.68	16 4
SAVAGE	DAWN MARIE	summer session	Diamondhead Ed Ctr	Student Assistant HQ	20130708	20130801	\$1,443.20	16 4
SCHERER	DANELLE MARIE	summer session	Alliance Ed Ctr SUN	Classroom Assistant HQ	20130708	20130801	\$1,047.68	16 4
SCHMIDT	NICOLE LYN	summer session	Boeckman Mid Sch-PACES	Classroom Assistant HQ	20130708	20130801	\$1,047.68	16 4
SCHMIDT	PHILLIP A.	summer session	Apple Valley SUN	Classroom Assistant HQ	20130708	20130801	\$1,071.36	16 4
SCOTT	TRISA MAE	summer session	Friendly Hills Middl TEA	Spec Ed Teacher	20130708	20130801	\$2,834.94	16 4
SEELIG	SHARON MARIE	summer session	Lakeville North HS DASH	Health Associate	20130708	20130801	\$1,852.16	16 4
SMITH	KATHLEEN ANNE	summer session	Gideon Pond DHH	Program Assistant HQ	20130708	20130801	\$1,143.68	16 4
SONKO	CHEIKH SADIBOU	summer session	Alliance Educ Ctr IDEA	Classroom Assistant HQ	20130708	20130801	\$1,071.36	16 4
SPEARS	ALFRED CORTEZ	summer session	Alliance Educ Ctr IDEA	Student Assistant HQ	20130708	20130801	\$1,047.68	16 4
SPURGIN	LYNETTE C.	summer session	Meadowview Elem PACES	Program Assistant HQ	20130708	20130712	\$280.00	4 4

LAST NAME	FIRST NAME	DESCRIPTION	LOCATION	POSITION	START DATE	END DATE	SALARY	MAX# WORK HRS/ DAYS
STAPLES	ANN MARGUERITE	summer session	DCTC/Sp Ed Staff	Program Assistant HQ	20130708	20130801	\$1,479.68	16 4
STRESE	DEBRA NYLENE	summer session	Boeckman Mid Sch-PACES	Classroom Assistant HQ	20130708	20130801	\$1,159.68	16 4
STROM	CAROL ANN	summer session	Alliance Ed C Itinerants	Spec Ed Teacher of Vis I	20130708	20130719	\$2,057.50	10 5
STRONG	JENNIFER MEGAN	summer session	Friendly Hills Middl TEA	Spec Ed Teacher	20130708	20130801	\$1,600.00	16 4
SULLIVAN	MAUREEN P.	summer session	Apple Valley SUN	Spec Ed Teacher	20130708	20130801	\$2,053.89	16 4
SWANEY	AMY LYNN	summer session	Apple Valley SUN	Spec Ed Teacher	20130708	20130801	\$2,834.94	16 4
TENDRICH	SONIA LYNN	summer session	Gideon Pond DHH	Spec Ed Teacher	20130708	20130801	\$2,239.53	16 4
TENNESSEN	LAURA J.	summer session	Apple Valley SUN	Classroom Assistant HQ	20130708	20130801	\$1,167.36	16 4
TERRIEN	RENEE DEBORAH	summer session	Diamondhead Ed Ctr	Program Assistant HQ	20130708	20130801	\$1,023.36	16 4
TOAY	GRETCHEN ANN	summer session	Pinecrest Elem-Hastings	Interpreter-Sign Language	20130708	20130801	\$1,350.40	16 4
TOAY	GRETCHEN ANN	summer session	Riverview Elem DHH POS	Interpreter-Sign Language	20130708	20130823	\$2,004.50	19 5
TOLLEFSON	BRENDA KAY	Temp work agreement	DCTC/Sp Ed Staff	Speech/Lang. Path.-Lead	20130708	20130820	\$3,472.05	14 5
TORRES	LATISHA MARIE	summer session	Alliance Educ Ctr IDEA	Student Assistant HQ	20130708	20130801	\$1,023.36	16 4
TUVEY	SARA ANN	summer session	Friendly Hills Middl TEA	Spec Ed Teacher	20130708	20130801	\$3,047.48	16 4
VALERIO	STACY LYNETTE	summer session	Apple Valley SUN	Classroom Assistant HQ	20130708	20130801	\$1,143.68	16 4
VILINSKIS	KARI MARGARET	summer session	Apple Valley SUN	Classroom Assistant HQ	20130708	20130801	\$280.00	4 4
VOLD	ADAM JAMES	summer session	Friendly Hills Middl TEA	Mental Health Practition	20130708	20130801	\$1,600.00	16 4
VOORHEES	AMY LYNN	summer session	Gideon Pond DHH	Spec Ed Teacher	20130708	20130801	\$2,976.48	16 4
VOTEL	SHARON MARIE	summer session	Alliance Educ Ctr IDEA	Spec Ed Teacher	20130708	20130801	\$3,431.18	16 4
VRIEZE	JANEL LYNN	summer session	DCTC/Sp Ed Staff	Spec Ed Teacher	20130708	20130801	\$3,144.30	16 4
WALSH	DENNIS GERARD	summer session	Alliance Educ Ctr IDEA	Spec Ed Teacher	20130708	20130801	\$1,600.00	16 4
WALSTON	ELIZABETH C.C.	summer session	Apple Valley SUN	Student Assistant HQ	20130708	20130801	\$1,023.36	16 4
WEIS	COLLEEN FRANCES	summer session	Alliance Educ Ctr IDEA	Spec Ed Teacher	20130708	20130801	\$2,156.45	16 4
WELLS	OWEN JAMES	summer session	Alliance Ed Ctr SUN	Spec Ed Teacher	20130708	20130801	\$2,834.94	16 4
WERNER	AMY MARIE	summer session	DCTC/Sp Ed Staff	Program Assistant HQ	20130708	20130801	\$1,071.36	16 4
WERTANEN	SUSAN MARIA	summer session	Apple Valley SUN	Classroom Assistant HQ	20130708	20130801	\$1,248.00	16 4

LAST NAME	FIRST NAME	DESCRIPTION	LOCATION	POSITION	START DATE	END DATE	SALARY	MAX# WORK HRS/ DAY
WHITE	HANNAH MARGARET	summer session	Alliance Ed Ctr SUN	Classroom Assistant HQ	20130708	20130801	\$1,023.36	16 4
WILKIN	CHRISTINA MARIE	summer session	Alliance Ed Ctr SUN	Student Assistant HQ	20130708	20130801	\$1,047.68	16 4
WOLF	DANIELLE MARIE	summer session	DCTC/Sp Ed Staff	Spec Ed Teacher	20130708	20130801	\$1,600.00	16 4
EGGERS	JACQUELINE KAYE	summer session	Alliance Educ Ctr IDEA	Spec Ed Teacher	20130709	20130801	\$1,500.00	15 4
STAMM	AMANDA LARAE	summer session	DCTC/Sp Ed Staff	Classroom Assistant HQ	20130709	20130801	\$959.40	15 4
STEINER	DORETTA PIHLE	summer session	Boeckman Mid Sch-PACES	Classroom Assistant HQ	20130709	20130801	\$767.52	12 4
KORBEL-HUGHES	NICOLE ASHLEY	summer session	Sibley High School DASH	Student Assistant HQ	20130710	20130801	\$1,205.28	16 4.5
PEDERSON	KIRSTEN ANN	summer session	Meadowview Elem PACES	Classroom Assistant HQ	20130710	20130801	\$821.76	12 4
HIRD	NICOLE COLLEEN	Temp work agreement	Sibley High School DASH	Health Associate	20130715	20130729	\$236.52	3 4
EBERHARDT	JAMES ROGER	Temp work agreement	DCALS (DCTC loc)	Teacher on Spec Assgn-Se	20130717	20130717	\$244.33	1 5
ERICKSON	AMY M.	summer session	Diamondhead Ed Ctr	Spec Ed Teacher	20130722	20130801	\$1,692.19	9 4
RHEIN	KENT EDWARD	summer session	Boeckman Mid Sch-PACES	Spec Ed Teacher	20130723	20130801	\$1,272.71	7 4
ASMUS	JOAN SCHAEFER	Temp work agreement	Alliance Ed C Itinerants	Nurse	20130724	20130823	\$419.88	4 2.5
ASMUS	JOAN SCHAEFER	Temp work agreement	Hastings Middle Sch DASH	Nurse	20130724	20130823	\$335.90	2 4
BRINK	MIRANDA JEAN	Temp work agreement	Alliance Ed C Itinerants	Health Associate	20130724	20130830	\$218.60	4 2.5
MABERRY	SAYRAJAYNE D.	Temp work agreement	Alliance Ed Ctr IDEA/SUN	Nurse	20130724	20130823	\$250.00	4 2.5
SEELIG	SHARON MARIE	Temp work agreement	Alliance Ed C Itinerants	Health Associate	20130724	20130830	\$289.40	4 2.5
FRIEST	SUSAN NORMA	summer session	Homebound DASH	Spec Ed Occup Therapist	20130729	20130729	\$47.62	1 1
SINGER	CAROL ANN	summer session	DCTC/Sp Ed Staff	Program Assistant HQ	20130729	20130801	\$280.00	4 4
ASHWELL	MORGAN CLAIRE	Temp work agreement	Friendly Hills Middl TEA	Deliveries/Moves Sp Ed	20130801	20130823	\$320.00	2 8
CARNEVALE	CORRINE SUE	summer session	Friendly Hills Middl TEA	Deliveries/Moves Sp Ed	20130801	20130823	\$320.00	2 8
COLLING	RHIANON MICHELL	Temp work agreement	Friendly Hills Middl TEA	Deliveries/Moves Sp Ed	20130801	20130823	\$320.00	2 8
DECLEENE	SAIGE MARIE	Temp work agreement	Cedar School SUN	Deliveries/Moves Sp Ed	20130801	20130823	\$320.00	2 8
EVANS	AARON JON	Temp work agreement	Cedar School IDEA	Deliveries/Moves Sp Ed	20130801	20130823	\$320.00	2 8
FRISQUE	SHERILYN FAYE	Temp work agreement	Alliance Ed C Itinerants	Spec Ed Teacher of Vis I	20130801	20130802	\$718.82	2 8
GAYLORD	TANYA MARIE	Temp work agreement	Apple Valley SUN	Deliveries/Moves Sp Ed	20130801	20130823	\$320.00	2 8

LAST NAME	FIRST NAME	DESCRIPTION	LOCATION	POSITION	START DATE	END DATE	SALARY	MAX# WORK DAYS	MAX HRS/ DAY
HASCHIG	ANN KATHLEEN	Temp work agreement	Friendly Hills Middl TEA	Deliveries/Moves Sp Ed	20130801	20130823	\$320.00	2	8
JONES	LUCAS MANDULEY	Temp work agreement	Friendly Hills Middl TEA	Deliveries/Moves Sp Ed	20130801	20130823	\$320.00	2	8
MANNINEN	MELANIE FAY	Temp work agreement	Cedar School SUN	Deliveries/Moves Sp Ed	20130801	20130823	\$320.00	2	8
MARTIN	KIM MARIE	Temp work agreement	Apple Valley SUN	Deliveries/Moves Sp Ed	20130801	20130823	\$320.00	2	8
PETERSEN	JENNIFER MAE	Temp work agreement	Friendly Hills Middl TEA	Deliveries/Moves Sp Ed	20130801	20130823	\$320.00	2	8
REDMAN	DANIEL BRADEN	Temp work agreement	Friendly Hills Middl TEA	Deliveries/Moves Sp Ed	20130801	20130823	\$320.00	2	8
RENKEN	WENDI MARLAINA	Temp work agreement	Friendly Hills Middl TEA	Deliveries/Moves Sp Ed	20130801	20130823	\$320.00	2	8
SCOTT	TRISA MAE	Temp work agreement	Friendly Hills Middl TEA	Deliveries/Moves Sp Ed	20130801	20130823	\$320.00	2	8
SINKINSON	JESSICA ANN	Temp work agreement	Friendly Hills Middl TEA	Deliveries/Moves Sp Ed	20130801	20130823	\$320.00	2	8
SINKINSON	JESSICA ANN	Temp work agreement	Friendly Hills Middl TEA	Deliveries/Moves Sp Ed	20130801	20130823	\$320.00	2	8
SULLIVAN	MAUREEN P.	Temp work agreement	Friendly Hills Middl TEA	Spec Ed PCM Training	20130801	20130802	\$556.51	2	8
SZOKA	BRENDA JEAN	Temp work agreement	Apple Valley SUN	Deliveries/Moves Sp Ed	20130801	20130823	\$320.00	2	8
JESKEY	SCOTT	Temp work agreement	Cedar School SUN	Deliveries/Moves Sp Ed	20130801	20130823	\$320.00	2	8
THOMPSON	ANNE ELIZABETH	Temp work agreement	DCALS (DCTC loc)	Articulation Coordinator	20130801	20140630	\$4,342.59	20.25	4
TUVEY	SARA ANN	Temp work agreement	Apple Valley SUN	Deliveries/Moves Sp Ed	20130801	20130823	\$320.00	2	8
VOLBRECHT	MICHELLE LYNN	summer session	Friendly Hills Middl TEA	Deliveries/Moves Sp Ed	20130801	20130823	\$320.00	2	8
WATTELET	JOLENE RENE	Temp work agreement	Boeckman Mid Sch-PACES	Spec Ed Teacher	20130801	20130802	\$454.55	2	8
WEIR	LAURA MARIE	Temp work agreement	Apple Valley SUN	Deliveries/Moves Sp Ed	20130801	20130823	\$320.00	2	8
PETERSON	SHERLYN MARIE	Temp work agreement	Apple Valley SUN	Deliveries/Moves Sp Ed	20130801	20130823	\$320.00	2	8
RHEIN	KENT EDWARD	Temp work agreement	Meadowview Elem PACES	Deliveries/Moves Sp Ed	20130815	20130823	\$160.00	1	8
DODGE	MICHELLE MARIE	Temp work agreement	Meadowview Elem PACES	Deliveries/Moves Sp Ed	20130815	20130823	\$160.00	1	8
KELSALL	MARGERY ANN	Temp work agreement	Pinecrest Elem-Hastings	Interpreter-Sign Languag	20130822	20130822	\$104.60	1	4
KUKLOCK	DANIEL EMMETT	Temp work agreement	Alliance Ed C Itinerants	Spec Ed Phys Therapist	20130822	20140505	\$3,475.07	35	2
LIDBERG	SEAN DAVID	Temp work agreement	Boeckman Mid Sch-PACES	Classroom Assistant HQ	20130822	20130822	\$89.35	1	5
WERNER	BETH AHLEEN	Temp work agreement	Alliance Ed Ctr SUN	Spec Ed Community Expert	20130822	20140606	\$35,500.00	187	8
HAASNOOT	DORINDA CAROL	Temp work agreement	Targeted Services	Info Mgmt Assist II	20130823	20131018	\$1,418.55	7	7.5
		Temp work agreement	Targeted Services	Admin Assistant III	20130824	20131018	\$1,511.48	7	7.5

LAST NAME	FIRST NAME	DESCRIPTION	LOCATION	POSITION	START DATE	END DATE	SALARY	WORK DAYS	MAX HRS/ DAY
SAVAGE	DAWN MARIE	Temp work agreement	Gideon Pond DHH	Interpreter-Sign Languag	20130826	20130830	\$641.25	5	5
ADELMANN	ANGELA ELIZABET	Temp work agreement	Cedar School SUN	Student Assistant HQ	20130829	20140606	\$19,587.75	175	7
ANDERSEN	KASANDRA LEE	Temp work agreement	Alliance Ed Ctr SUN	Student Assistant HQ	20130829	20140606	\$10,415.04	175	3.25
DEGERSTROM	CASSANDRA DEE	Temp work agreement	Diamondhead Ed Ctr	Student Assistant HQ	20130829	20140605	\$11,864.48	135	5.25
DONALDSON	JACOB MICHAEL	Temp work agreement	Cedar School SUN	Student Assistant HQ	20130829	20140606	\$19,587.75	175	7
FLEES	BRUCE JUDD	Temp work agreement	Cedar School SUN	Student Assistant HQ	20130829	20140606	\$20,053.25	175	7
HENNES	KENNETH J.	Temp work agreement	DCTC/Sp Ed Staff	Student Assistant HQ	20130829	20140606	\$19,337.06	175	6.75
HUBERTY	LAURA JOANNE	Temp work agreement	Diamondhead Ed Ctr	Student Assistant HQ	20130829	20131006	\$911.43	19	3
O'DOWD-MALLAM	ALEXANDRA A.	Temp work agreement	Diamondhead Ed Ctr	Student Assistant HQ	20130829	20131004	\$491.10	10	3
O'DOWD-MALLAM	ALEXANDRA A.	Temp work agreement	Diamondhead Ed Ctr	Student Assistant HQ	20130829	20131008	\$392.88	8	3
OJARD	SELINA ELISA	Temp work agreement	DCTC/Sp Ed Staff	Student Assistant HQ	20130829	20130918	\$1,535.63	13	6.75
OSTER	TRINA MARIE	Temp work agreement	DCTC/Sp Ed Staff	Student Assistant HQ	20130829	20140606	\$21,546.00	175	6.75
TORRES	LATISHA MARIE	Temp work agreement	Alliance Educ Ctr IDEA	Student Assistant HQ	20130829	20131013	\$3,245.98	30	6.75
WAGNER	KRISTINE ANN	Temp work agreement	Gideon Pond DHH	Student Assistant HQ	20130829	20140323	\$15,710.63	125	6.75
WILKIN	CHRISTINA MARIE	Temp work agreement	Alliance Ed Ctr SUN	Student Assistant HQ	20130829	20140606	\$19,374.89	175	6.75
BAUER	CARIE ANN	Temp work agreement	Chr McAuliffe DASH&ECSE	Health Associate	20130903	20140606	\$3,475.26	172	0.75
KORBEL-HUGHES	NICOLE ASHLEY	Temp work agreement	Sibley High School DASH	Student Assistant HQ	20130903	20140605	\$22,766.40	170	8
LARSEN	BETSY SUE	Temp work agreement	Hastings High Sch DASH	Spec Ed Teacher-homeboun	20130903	20140606	\$1,673.48	31	1.25
LARSON	JILL E.	Temp work agreement	Homebound DASH	Spec Ed Teacher/DAPE	20130903	20140606	\$1,388.21	31	1.25
VICTOR	SUSAN LOUISE	Temp work agreement	DCTC/Sp Ed Staff	Health Associate	20130903	20131127	\$8,212.80	59	7.25
VRIEZE	JANEL LYNN	Temp work agreement	Chr McAuliffe DASH&ECSE	Spec Ed Teacher-homeboun	20130903	20140606	\$1,903.78	31	1.25
LANG	BERDETTA JEAN	Temp work agreement	Homebound DASH	Speech/Lang. Pathologist	20130904	20140321	\$238.08	4	1.25
QUAM	LYNN MARIE	Temp work agreement	Homebound DASH	Spec Ed Occup Therapist	20130904	20140321	\$325.17	9	1.25
BIEGLER	PAMELA JILL	Temp work agreement	DCALS-ONLINE	Math Teacher/DCALS	20130909	20140117	\$2,342.47	15	3.8
FRIEST	SUSAN NORMA	Temp work agreement	Alliance Ed C Itinerants	Spec Ed Teacher-homeboun	20130909	20140606	\$535.69	9	1.25
LANG	BERDETTA JEAN	Temp work agreement	Homebound DASH	Speech/Lang. Pathologist	20130909	20140606	\$535.69	9	1.25

LAST NAME	FIRST NAME	DESCRIPTION	LOCATION	POSITION	START DATE	END DATE	SALARY	MAX# WORK HRS/ DAYS	MAX# WORK HRS/ DAY
OLSON	ABIGAIL LYNN	Temp work agreement	DCTC/Sp Ed Staff	Student Assistant HQ	20130924	20140606	\$17,161.27	159	6.75
ENGELHARDT-FISCHBEI	KRISTIN L	Temp work agreement	Gideon Pond DHH	Sign Class Instructor	20130930	20131203	\$1,816.16	10	4
DODGE	MICHELLE MARIE	Temp work agreement	Century Middle School	Interpreter-Sign Language	20131002	20140605	\$261.50	20	0.5
ANDRYSKI	MEGHAN L.	Temp work agreement	Diamondhead Ed Ctr	Student Assistant HQ	20131007	20140221	\$703.91	14	3.07143
LENTZ	JENNIFER ANN	Temp work agreement	Hastings Middle Sch DASH	Student Assistant HQ	20131007	20140605	\$17,157.27	148	7.25
O'DOWD-MALLAM	ALEXANDRA A.	Temp work agreement	Diamondhead Ed Ctr	Student Assistant HQ	20131007	20140605	\$5,794.98	118	3
DEGERSTROM	CASSANDRA DEE	Temp work agreement	Intervener Trng MN D/B	Student Assistant HQ	20131011	20131012	\$200.88	2	6
LAFFEN	ELIZABETH A.	Temp work agreement	Intervener Trng MN D/B	Classroom Assistant HQ	20131011	20140426	\$1,593.99	12	7.7589
O'DOWD-MALLAM	ALEXANDRA A.	Temp work agreement	Intervener Trng MN D/B	Student Assistant HQ	20131011	20140426	\$1,178.64	12	6
OLSON	NANCY MAE	Temp work agreement	Intervener Trng MN D/B	Program Assistant HQ	20131011	20140426	\$1,205.28	12	6
WERNER	AMY MARIE	Temp work agreement	Intervener Trng MN D/B	Program Assistant HQ	20131011	20140426	\$1,558.61	12	7.7589
ASMUS	JOAN SCHAEFFER	Temp work agreement	Alliance Ed C Itinerants	CPR Trainer	20131016	20131107	\$304.42	3	2.4167
BRINK	MIRANDA JEAN	Temp work agreement	Hastings High Sch DASH	CPR Trainer	20131016	20131023	\$131.16	2	3
ASHWELL	MORGAN CLAIRE	Temp work agreement	Apple Valley TEA	Mental Health Practitioner	20131021	20131127	\$219.46	4	2
COLLING	RHIANON MICHELL	Temp work agreement	Apple Valley TEA	Mental Health Practitioner	20131021	20131127	\$295.95	4	2
HASCHIG	ANN KATHLEEN	Temp work agreement	Apple Valley TEA	Mental Health Practitioner	20131021	20131127	\$136.40	2	2.5
HASCHIG	ANN KATHLEEN	Temp work agreement	Apple Valley TEA	Mental Health Practitioner	20131021	20131127	\$218.24	4	2
REDMAN	DANIEL BRADEN	Temp work agreement	Apple Valley TEA	Mental Health Practitioner	20131021	20131127	\$267.36	4	2
STEVENS	ERIN KATHLEEN	Temp work agreement	Apple Valley TEA	Mental Health Practitioner	20131021	20131127	\$127.00	2.5	2
STEVENS	ERIN KATHLEEN	Temp work agreement	Apple Valley TEA	Mental Health Practitioner	20131021	20131127	\$203.20	4	2
KINNEY	JULIANNE CHRIST	Temp work agreement	Diamondhead Ed Ctr	Student Assistant HQ	20131029	20140605	\$9,367.73	109	5.25
BOYD	GORDON DAVID	Temp work agreement	DCTC/Sp Ed Staff	Student Assistant HQ	20131105	20140606	\$14,247.09	132	6.75
RIESGRAF	AMY SUE	Temp work agreement	Apple Valley TEA	Mental Health Practitioner	20131113	20131220	\$4,940.00	26	8
VICTOR	SUSAN LOUISE	Temp work agreement	DCTC/Sp Ed Staff	Health Associate	20131202	20140606	\$16,008.00	115	7.25
MATEO	EMILY ANN	Temp work agreement	DCALS N EXTDAY-NIGHT SCH	English/Comm Tchr DCALS	20140109	20140605	\$2,124.55	35	2.25
MATEO	EMILY ANN	Temp work agreement	DCALS-N SATURDAY SCH	English/Comm Tchr DCALS	20140109	20140605	\$1,719.87	15	4.25

LAST NAME	FIRST NAME	DESCRIPTION	LOCATION	POSITION	START DATE	END DATE	SALARY	WORK DAYS	MAX# HRS/ DAY
MORRIS	LYNN CATHERINE	Temp work agreement	DCALS-N SATURDAY SCH	Math Teacher/DCALS	20140111	20140602	\$2,217.34	15	4.25
BIEGLER	PAMELA JILL	Temp work agreement	DCALS-ONLINE	Math Teacher/DCALS	20140120	20140606	\$2,465.76	20	3
BEATTIE	JEAN MARIE	Temp work agreement	Homebound DASH	Spec Ed Teacher-homebound	20140121	20140430	\$440.81	14	1.25
LANG	BERDETTA JEAN	Temp work agreement	Homebound DASH	Speech/Lang. Pathologist	20140121	20140430	\$238.08	4	1.25
LARSON	JILL E.	Temp work agreement	Homebound DASH	Spec Ed Teacher/DAPE	20140121	20140430	\$626.94	14	1.25
QUAM	LYNN MARIE	Temp work agreement	Homebound DASH	Spec Ed Occup Therapist	20140121	20140430	\$144.52	4	1.25
ARNESON	BRENDA SUE	Temp work agreement	DCALS (DCTC loc)	Medical Careers-RN-NA/HH	20140124	20140530	\$1,620.00	15	3.6
BORCHARDT	MARCIA KAY	Temp work agreement	DCALS (DCTC loc)	Medical Careers-RN-NA/HH	20140124	20140530	\$3,060.00	23	4.4348
ENGELHARDT-FISCHBEI	KRISTIN L	Temp work agreement	Gideon Pond DHH	Sign Class Instructor	20140203	20140414	\$1,816.16	10	4
LANG	BERDETTA JEAN	Temp work agreement	Homebound DASH	Speech/Lang. Pathologist	20140204	20140321	\$119.04	2	1.25
LARSON	JILL E.	Temp work agreement	Homebound DASH	Spec Ed Teacher/DAPE	20140204	20140321	\$313.47	7	1.25
QUAM	LYNN MARIE	Temp work agreement	Homebound DASH	Spec Ed Occup Therapist	20140204	20140321	\$72.26	2	1.25
ABESKAR	TAMRA MARIE	Temp work agreement	Alliance Ed Ctr SUN	Student Assistant HQ	20140218	20140606	\$7,459.33	69	6.75
EPPS	DAWN MARIE	Temp work agreement	Alliance Ed Ctr IDEA/SUN	Spec Ed Teacher-Lead	20140218	20140321	\$373.06	23	1
WOLF	DANIELLE MARIE	Temp work agreement	DCALS-N EXT DAY-ONLINE	Spec Ed Teacher	20140225	20140320	\$492.20	9	2.25
SECK	DJIBY	Temp work agreement	Alliance Educ Ctr IDEA	Student Assistant HQ	20140226	20140606	\$7,027.60	65	6.75
RIESGRAF	AMY SUE	Temp work agreement	Apple Valley TEA	Mental Health Practitioner	20140303	20140606	\$12,065.00	63.5	8
PETERSEN	JENNIFER MAE	Temp work agreement	Apple Valley TEA	Mental Health Profession	20140305	20140319	\$341.59	5	1.5
SCOTT	TRISA MAE	Temp work agreement	Apple Valley TEA	Spec Ed Teacher	20140305	20140319	\$487.26	11	1
STEVENS	ERIN KATHLEEN	Temp work agreement	Apple Valley TEA	Mental Health Practitioner	20140305	20140319	\$203.20	5	1.5
ADIX	STEPHANIE ANN	Temp work agreement	Apple Valley TEA	Mental Health Practitioner	20140331	20140609	\$9,215.00	48.5	8
WESLEY	RENATA R.	Temp work agreement	Alliance Educ Ctr IDEA	Student Assistant HQ	20140403	20140606	\$4,749.03	44	6.75
WOLF	DANIELLE MARIE	Temp work agreement	DCALS-N EXT DAY-ONLINE	Spec Ed Teacher	20140408	20140508	\$601.58	11	2.25
WOLF	DANIELLE MARIE	Temp work agreement	DCALS-N SATURDAY SCH	Spec Ed Teacher	20140426	20140517	\$486.12	4	5
BONDHUS	ALLISON LYNN	Temp work agreement	Sibley High School DASH	Classroom Assistant HQ	20140428	20140605	\$223.86	14	1
BROWN	LARA JEAN	Temp work agreement	Sibley High School DASH	Program Assistant HQ	20140428	20140605	\$223.86	14	1

LAST NAME	FIRST NAME	DESCRIPTION	LOCATION	POSITION	START DATE	END DATE	SALARY	MAX# WORK HRS/ DAY
LAMPRECHT	CLAUDETTE	Temp work agreement	Homebound DASH	Spec Ed Teacher-homebound	20140429	20140606	\$1,489.32	24 1.25
CISSE	ABDOULAYE NENE	Temp work agreement	Alliance Educ Ctr IDEA	Student Assistant HQ	20140506	20140606	\$2,482.45	23 6.75
GEBHARD	DANIELLE BETH	Temp work agreement	Farmington Elem DHH	Interpreter-Sign Language	20140507	20140605	\$380.98	4 2
EVANS	AARON JON	Temp work agreement	Cedar School IDEA	Spec Ed Teacher	20140512	20140606	\$651.53	20 1
BORCHARDT	MARCIA KAY	Temp work agreement	DCALS (DCTC loc)	Medical Careers-RN-Clini	20140515	20140524	\$660.00	2.5 8
ARNESON	BRENDA SUE	Temp work agreement	DCALS (DCTC loc)	Medical Careers-RN-Clini	20140522	20140601	\$1,320.00	5 8
CRISSINGER	BRENDA LYNETTE	summer session	Diamondhead Ed Ctr	Spec Ed Teacher	20140609	20140630	\$820.54	4 4.75
DOBSON	MEGHAN LOUISE	Temp work agreement	Alliance Ed Ctr IDEA/SUN	Spec Ed Teacher-Lead	20140609	20140630	\$506.65	3 4
ENGELHARDT-FISCHBEI	KRISTIN L	summer session	Gideon Pond DHH	Spec Ed Teacher	20140609	20140630	\$1,089.70	6 4
EPPS	DAWN MARIE	Temp work agreement	Riverside Sch/NC JSC	Spec Ed Teacher-Lead	20140609	20140630	\$129.06	1 4
FRISQUE	SHERILYN FAYE	summer session	Alliance Ed C Itinerants	Spec Ed Teacher of Vis I	20140609	20140630	\$359.41	4 2
GOLDEN	JOANN CHARLOTTE	Temp work agreement	Alliance Ed Ctr IDEA/SUN	Program Assistant HQ	20140609	20140630	\$121.44	1 6
IRELAND	KATHLEEN ELIZAB	summer session	Crystal Lake Educ Ctr	Spec Ed Phys Therapist	20140609	20140630	\$909.08	5 4
KLEIN	LORI ANN	summer session	Alliance Ed C Itinerants	Spec Ed Teacher of Vis I	20140609	20140630	\$378.08	4 2
WOOD	FRAN LOUISE	summer session	Alliance Ed C Itinerants	Spec Ed Teacher of Vis I	20140609	20140630	\$671.81	4 4
ASMUS	JOAN SCHAEFER	summer session	DCTC/Sp Ed Staff	Nurse	20140610	20140630	\$671.81	2 8
BIEGLER	PAMELA JILL	summer session	DCALS (DCTC loc)	Math Teacher/DCALS	20140610	20140626	\$2,465.76	12 5
DOBSON	MEGHAN LOUISE	Temp work agreement	Alliance Ed Ctr SUN	Spec Ed Teacher/PCM Trai	20140610	20140611	\$675.54	2 8
HARVEY	SHERRI LYNN	Temp work agreement	Alliance Ed Ctr IDEA/SUN	Program Assistant HQ	20140610	20140624	\$401.76	3 8
MATEO	EMILY ANN	summer session	DCALS (DCTC loc)	English/Comm Tchr DCALS	20140610	20140626	\$1,618.70	12 5
MATTOS	PATRICIA ANN	Temp work agreement	DCALS (DCTC loc)	Enrollment Coord DCALS	20140610	20140630	\$1,045.66	5 4
DEGERSTROM	CASSANDRA DEE	Temp work agreement	Intervener Trng MN D/B	Student Assistant HQ	20140616	20140619	\$485.46	4 7.25
JOHNSON	SARAH LYNN	summer session	Alliance Ed C Itinerants	Orientation & Mobility S	20140616	20140630	\$53.52	2 1
KAMIN	JENNA LYNN	Temp work agreement	Intervener Trng MN D/B	Student Assistant HQ	20140616	20140619	\$485.46	4 7.25
LAFFEN	ELIZABETH A.	Temp work agreement	Intervener Trng MN D/B	Classroom Assistant HQ	20140616	20140619	\$496.48	4 7.25
MAYES	ANN LOUISE	summer session	Alliance Ed C Itinerants	Spec Ed Teacher	20140616	20140630	\$243.05	4 1.25

LAST NAME	FIRST NAME	DESCRIPTION	LOCATION	POSITION	START DATE	END DATE	SALARY	MAX# WORK DAYS	MAX HRS/ DAY
O'DOWD-MALLAM	ALEXANDRA A.	Temp work agreement	Intervener Trng MN D/B	Student Assistant HQ	20140616	20140619	\$474.73	4	7.25
RUSSELL	EMBER M.	Temp work agreement	Alliance Ed Ctr SUN	Classroom Assistant HQ	20140616	20140618	\$383.76	3	8
WERNER	AMY MARIE	Temp work agreement	Intervener Trng MN D/B	Program Assistant HQ	20140616	20140619	\$485.46	4	7.25

TO: School Board Members  
FROM: John Christiansen  
DATE: June 26, 2014  
RE: Renewal of Memberships

The renewal rates for the following memberships are listed below.

Membership with Metro ECSU for 2014-2015	\$ 700
Membership with AMSD as an Associate Member for 2014-2015	\$3,300
Membership with MSBA – Association Dues for 2014-2015	\$4,338
Membership with MSBA – Policy Services Renewal for 2014-2015	\$ 595

I recommend approval of these renewals for 2014-2015.

JC:ljb

## **411 — BULLYING PROHIBITION POLICY**

### **I. — PURPOSE**

~~A safe and civil environment is needed for students to learn and attain high academic standards and to promote healthy human relationships. Bullying, like other violent or disruptive behavior, is conduct that interferes with students' ability to learn and teachers' ability to educate students in a safe environment. The school district cannot monitor the activities of students at all times and eliminate all incidents of bullying between students, particularly when students are not under the direct supervision of school personnel. However, to the extent such conduct affects the educational environment of the school district and the rights and welfare of its students and is within the control of the school district in its normal operations, it is the school district's intent to prevent bullying and to take action to investigate, respond, remediate, and discipline those acts of bullying which have not been successfully prevented. The purpose of this policy is to assist the school district in its goal of preventing and responding to acts of bullying, intimidation, violence, and other similar disruptive behavior.~~

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

- ~~A. — An act of bullying, by either an individual student or a group of students, is expressly prohibited on school district property or at school-related functions. 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. This policy also applies to any student whose conduct at any time or in any place constitutes bullying that interferes with or obstructs the mission or operations of the school district or the safety or welfare of the student, other students, or employees. The misuse of technology including, but not limited to, teasing, intimidating, defaming, threatening, or terrorizing another student, teacher, administrator, volunteer, contractor, or other employee of the school district by sending or posting e-mail messages, instant messages, text messages, digital pictures or images, or website postings, including blogs, also may constitute an act of bullying regardless of whether such acts are committed on or off school district property and/or with or without the use of school district resources.~~
- ~~B. — No teacher, administrator, volunteer, contractor, or other employee of the school district shall permit, condone, or tolerate bullying.~~
- ~~C. — Apparent permission or consent by a student being bullied does not lessen the prohibitions contained in this policy.~~
- ~~D. — Retaliation against a victim, good faith reporter, or a witness of bullying is prohibited.~~
- ~~E. — False accusations or reports of bullying against another student are prohibited.~~

~~F. — A person who engages in an act of bullying, reprisal, or false reporting of bullying or permits, condones, or tolerates bullying shall be subject to discipline for that act in accordance with school district’s policies and procedures. The school district may take into account the following factors:~~

- ~~1. — The developmental and maturity levels of the parties involved;~~
- ~~2. — The levels of harm, surrounding circumstances, and nature of the behavior;~~
- ~~3. — Past incidences or past or continuing patterns of behavior;~~
- ~~4. — The relationship between the parties involved; and~~
- ~~5. — The context in which the alleged incidents occurred.~~

~~Consequences for students who commit prohibited acts of bullying may range from positive behavioral interventions up to and including suspension and/or expulsion. Consequences for employees who permit, condone, or tolerate bullying or engage in an act of reprisal or intentional false reporting of bullying may result in disciplinary action up to and including termination or discharge. Consequences for other individuals engaging in prohibited acts of bullying may include, but not be limited to, exclusion from school district property and events and/or termination of services and/or contracts.~~

~~G. — The school district will act to investigate all complaints of bullying and will discipline or take appropriate action against any student, teacher, administrator, volunteer, contractor, or other employee of the school district who is found to have violated this policy.~~

### ~~III. — DEFINITIONS~~

~~For purposes of this policy, the definitions included in this section apply.~~

~~A. — “Bullying” means any written or verbal expression, physical act or gesture, or pattern thereof, by a student that is intended to cause or is perceived as causing distress to a student or a group of students and which substantially interferes with another student’s or students’ educational benefits, opportunities, or performance. Bullying includes, but is not limited to, conduct by a student against another student or a group of students that a reasonable person under the circumstances knows or should know has the effect of:~~

- ~~1. — harming a student or a group of students;~~
- ~~2. — damaging a student’s or a group of students’ property;~~
- ~~3. — placing a student or a group of students in reasonable fear of harm to person or property;~~

~~4. creating a hostile educational environment for a student or a group of students; or~~

~~5. intimidating a student or a group of students.~~

~~B. “Immediately” means as soon as possible but in no event longer than 24 hours.~~

~~C. “On school district property or at school related functions” means all school district buildings, school grounds, and school property or property immediately adjacent to school grounds, 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 grounds, 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 bullying at these locations and events, the school district does not represent that it will provide supervision or assume liability at these locations and events.~~

#### **~~IV. REPORTING PROCEDURE~~**

~~A. Any person who believes he or she has been the victim of bullying or any person with knowledge or belief of conduct that may constitute bullying shall report the alleged acts immediately to an appropriate school district official designated by this policy. A person may report bullying anonymously. However, the school district’s ability to take action against an alleged perpetrator based solely on an anonymous report may be limited.~~

~~B. The school district encourages the reporting party or complainant to use the report form available from the principal of each building or available from the school district office, but oral reports shall be considered complaints as well.~~

~~C. The building principal, the principal’s designee, or the building supervisor (hereinafter building report taker) is the person responsible for receiving reports of bullying at the building level. Any person may report bullying directly to a school district human rights officer or the superintendent. If the complaint involves the building report taker, the complaint shall be made or filed directly with the superintendent or the school district human rights officer by the reporting party or complainant.~~

~~D. A teacher, school administrator, volunteer, contractor, or other school employee shall be particularly alert to possible situations, circumstances, or events that might include bullying. Any such person who receives a report of, observes, or has other knowledge or belief of conduct that may constitute bullying shall inform the building report taker immediately. School district personnel who fail to inform the building report taker of conduct that may constitute bullying in a timely manner may be subject to disciplinary action.~~

- ~~E. Reports of bullying are classified as private educational and/or personnel data and/or confidential investigative data and will not be disclosed except as permitted by law.~~
- ~~F. Submission of a good faith complaint or report of bullying will not affect the complainant's or reporter's future employment, grades, or work assignments, or educational or work environment.~~
- ~~G. The school district will respect the privacy of the complainant(s), the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the school district's obligation to investigate, take appropriate action, and comply with any legal disclosure obligations.~~

## ~~V. SCHOOL DISTRICT ACTION~~

- ~~A. Upon receipt of a complaint or report of bullying, the school district shall undertake or authorize an investigation by school district officials or a third party designated by the school district.~~
- ~~B. The school district may take immediate steps, at its discretion, to protect the complainant, reporter, students, or others pending completion of an investigation of bullying, consistent with applicable law.~~
- ~~C. Upon completion of the investigation, the school district will take appropriate action. Such action may include, but is not limited to, warning, suspension, exclusion, expulsion, transfer, remediation, termination, or discharge. Disciplinary consequences will be sufficiently severe to try to deter violations and to appropriately discipline prohibited behavior. School district action taken for violation of this policy will be consistent with the requirements of applicable collective bargaining agreements; applicable statutory authority, including the Minnesota Pupil Fair Dismissal Act; school district policies; and regulations.~~
- ~~D. The school district is not authorized to disclose to a victim private educational or personnel data regarding an alleged perpetrator who is a student or employee of the school district. School officials will notify the parent(s) or guardian(s) of students involved in a bullying incident and the remedial action taken, to the extent permitted by law, based on a confirmed report.~~

## ~~VI. REPRISAL~~

~~The school district will discipline or take appropriate action against any student, teacher, administrator, volunteer, contractor, or other employee of the school district who retaliates against any person who makes a good faith report of alleged bullying or against any person who testifies, assists, or participates in an investigation, or against any person who testifies, assists, or participates in a proceeding or hearing relating to such bullying. Retaliation includes, but is not limited to, any form of intimidation, reprisal, harassment, or intentional disparate treatment.~~

## ~~VII. TRAINING AND EDUCATION~~

- ~~A. The school district annually will provide information and any applicable training to school district staff regarding this policy.~~
- ~~B. The school district annually will provide education and information to students regarding bullying, including information regarding this school district policy prohibiting bullying, the harmful effects of bullying, and other applicable initiatives to prevent bullying.~~
- ~~C. The administration of the school district is directed to implement programs and other initiatives to prevent bullying, to respond to bullying in a manner that does not stigmatize the victim, and to make resources or referrals to resources available to victims of bullying.~~
- ~~D. The school district may implement violence prevention and character development education programs to prevent and reduce policy violations. Such programs may offer instruction on character education including, but not limited to, character qualities such as attentiveness, truthfulness, respect for authority, diligence, gratefulness, self-discipline, patience, forgiveness, respect for others, peacemaking, and resourcefulness.~~

## ~~VIII. NOTICE~~

~~The school district will give annual notice of this policy to students, parents or guardians, and staff, and this policy shall appear in the student handbook.~~

~~**Legal References:** Minn. Stat. § 120B.232 (Character Development Education)  
Minn. Stat. § 121A.03 (Sexual, Religious and Racial Harassment and Violence)  
Minn. Stat. § 121A.0695 (School Board Policy; Prohibiting Intimidation and Bullying)  
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)  
Minn. Stat. § 121A.69 (Hazing Policy)~~

~~Adopted 9/4/2007  
Revised 10/2/2012~~

# **REVISED**

## **411 BULLYING PROHIBITION POLICY**

*[Note: School districts are required by statute to have a policy addressing bullying.]*

### **I. PURPOSE**

A safe and civil environment is needed for students to learn and attain high academic standards and to promote healthy human relationships. Bullying, like other violent or disruptive behavior, is conduct that interferes with a student's ability to learn and/or a teacher's ability to educate students in a safe environment. The school district cannot monitor the activities of students at all times and eliminate all incidents of bullying between students, particularly when students are not under the direct supervision of school personnel. However, to the extent such conduct affects the educational environment of the school district and the rights and welfare of its students and is within the control of the school district in its normal operations, the school district intends to prevent bullying and to take action to investigate, respond to, and to remediate and discipline for those acts of bullying which have not been successfully prevented. The purpose of this policy is to assist the school district in its goal of preventing and responding to acts of bullying, intimidation, violence, reprisal, retaliation, and other similar disruptive and detrimental behavior.

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

- A. 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. This policy also applies to any student whose conduct at any time or in any place constitutes bullying or other prohibited conduct that interferes with or obstructs the mission or operations of the school district or the safety or welfare of the student or other students, or materially and substantially interferes with a student's educational opportunities or performance or ability to participate in school functions or activities or receive school benefits, services, or privileges. This policy also applies to an act of cyberbullying regardless of whether such act is committed on or off school district property and/or with or without the use of school district resources.
- B. No teacher, administrator, volunteer, contractor, or other employee of the school district shall permit, condone, or tolerate bullying.
- C. Apparent permission or consent by a student being bullied does not lessen or negate the prohibitions contained in this policy.

- D. Retaliation against a victim, good faith reporter, or a witness of bullying is prohibited.
- E. False accusations or reports of bullying against another student are prohibited.
- F. A person who engages in an act of bullying, reprisal, retaliation, or false reporting of bullying or permits, condones, or tolerates bullying shall be subject to discipline or other remedial responses for that act in accordance with the school district's policies and procedures, including the school district's discipline policy (See MSBA/MASA Model Policy 506). The school district may take into account the following factors:
  - 1. The developmental ages and maturity levels of the parties involved;
  - 2. The levels of harm, surrounding circumstances, and nature of the behavior;
  - 3. Past incidences or past or continuing patterns of behavior;
  - 4. The relationship between the parties involved; and
  - 5. The context in which the alleged incidents occurred.

Consequences for students who commit prohibited acts of bullying may range from remedial responses or positive behavioral interventions up to and including suspension and/or expulsion. The school district shall employ research-based developmentally appropriate best practices that include preventative and remedial measures and effective discipline for deterring violations of this policy, apply throughout the school district, and foster student, parent, and community participation.

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

Consequences for other individuals engaging in prohibited acts of bullying may include, but not be limited to, exclusion from school district property and events.

- G. The school district will act to investigate all complaints of bullying reported to the school district and will discipline or take appropriate action against any student, teacher, administrator, volunteer, contractor, or other employee of the school district who is found to have violated this policy.

### **III. DEFINITIONS**

For purposes of this policy, the definitions included in this section apply.

- A. "Bullying" means intimidating, threatening, abusive, or harming conduct that is

objectively offensive and:

1. an actual or perceived imbalance of power exists between the student engaging in the prohibited conduct and the target of the prohibited conduct, and the conduct is repeated or forms a pattern; or
2. materially and substantially interferes with a student's educational opportunities or performance or ability to participate in school functions or activities or receive school benefits, services, or privileges.

The term, "bullying," specifically includes cyberbullying as defined in this policy.

- B. "Cyberbullying" means bullying using technology or other electronic communication, including, but not limited to, a transfer of a sign, signal, writing, image, sound, or data, including a post on a social network Internet website or forum, transmitted through a computer, cell phone, or other electronic device. The term applies to prohibited conduct which occurs on school premises, on school district property, at school functions or activities, on school transportation, or on school computers, networks, forums, and mailing lists, or off school premises to the extent that it substantially and materially disrupts student learning or the school environment.
- C. "Immediately" means as soon as possible but in no event longer than 24 hours.
- D. "Intimidating, threatening, abusive, or harming conduct" means, but is not limited to, conduct that does the following:
1. Causes physical harm to a student or a student's property or causes a student to be in reasonable fear of harm to person or property;
  2. Under Minnesota common law, violates a student's reasonable expectation of privacy, defames a student, or constitutes intentional infliction of emotional distress against a student; or
  3. Is directed at any student or students, including those based on a person's actual or perceived race, ethnicity, color, creed, religion, national origin, immigration status, sex, marital status, familial status, socioeconomic status, physical appearance, sexual orientation including gender identity and expression, academic status related to student performance, disability, or status with regard to public assistance, age, or any additional characteristic defined in the Minnesota Human Rights Act (MHRA). However, prohibited conduct need not be based on any particular characteristic defined in this paragraph or the MHRA.
- E. "On school premises, on school district property, at school functions or activities, or on school transportation" means all school district buildings, school grounds, and school property or property immediately adjacent to school grounds, 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 grounds, 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 bullying at these locations and events, the school district does not represent that it will provide supervision or assume liability at these locations and events.

- F. "Prohibited conduct" means bullying or cyberbullying as defined in this policy or retaliation or reprisal for asserting, alleging, reporting, or providing information about such conduct or knowingly making a false report about bullying.
- G. "Remedial response" means a measure to stop and correct prohibited conduct, prevent prohibited conduct from recurring, and protect, support, and intervene on behalf of a student who is the target or victim of prohibited conduct.
- H. "Student" means a student enrolled in a public school or a charter school.

#### **IV. REPORTING PROCEDURE**

- A. Any person who believes he or she has been the target or victim of bullying or any person with knowledge or belief of conduct that may constitute bullying or prohibited conduct under this policy shall report the alleged acts immediately to an appropriate school district official designated by this policy. A person may report bullying anonymously. However, the school district may not rely solely on an anonymous report to determine discipline or other remedial responses.
- B. The school district encourages the reporting party or complainant to use the report form available from the principal or building supervisor of each building or available in the school district office, but oral reports shall be considered complaints as well.
- C. The building principal, the principal's designee, or the building supervisor (hereinafter the "building report taker") is the person responsible for receiving reports of bullying or other prohibited conduct at the building level. Any person may report bullying or other prohibited conduct directly to a school district human rights officer or the superintendent. If the complaint involves the building report taker, the complaint shall be made or filed directly with the superintendent or the school district human rights officer by the reporting party or complainant.

The building report taker shall ensure that this policy and its procedures, practices, consequences, and sanctions are fairly and fully implemented and shall serve as the primary contact on policy and procedural matters. The building report taker or a third party designated by the school district shall be responsible for the investigation. The building report taker shall provide information about available community resources to the target or victim of the bullying or other prohibited conduct, the perpetrator, and other affected individuals as appropriate.

- D. A teacher, school administrator, volunteer, contractor, or other school employee shall be particularly alert to possible situations, circumstances, or events that might include bullying. Any such person who witnesses, observes, receives a report of, or has other knowledge or belief of conduct that may constitute bullying or other prohibited conduct shall make reasonable efforts to address and resolve the bullying or prohibited conduct and shall inform the building report taker immediately. School district personnel who fail to inform the building report taker of conduct that may constitute bullying or other prohibited conduct or who fail to make reasonable efforts to address and resolve the bullying or prohibited conduct in a timely manner may be subject to disciplinary action.
- E. Reports of bullying or other prohibited conduct are classified as private educational and/or personnel data and/or confidential investigative data and will not be disclosed except as permitted by law. The building report taker, in conjunction with the responsible authority, shall be responsible for keeping and regulating access to any report of bullying and the record of any resulting investigation.
- F. Submission of a good faith complaint or report of bullying or other prohibited conduct will not affect the complainant's or reporter's future employment, grades, work assignments, or educational or work environment.
- G. The school district will respect the privacy of the complainant(s), the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the school district's obligation to investigate, take appropriate action, and comply with any legal disclosure obligations.

## **V. SCHOOL DISTRICT ACTION**

- A. Within three days of the receipt of a complaint or report of bullying or other prohibited conduct, the school district shall undertake or authorize an investigation by the building report taker or a third party designated by the school district.
- B. The building report taker or other appropriate school district officials may take immediate steps, at their discretion, to protect the target or victim of the bullying or other prohibited conduct, the complainant, the reporter, and students or others, pending completion of an investigation of the bullying or other prohibited conduct, consistent with applicable law.
- C. The alleged perpetrator of the bullying or other prohibited conduct shall be allowed the opportunity to present a defense during the investigation or prior to the imposition of discipline or other remedial responses.
- D. Upon completion of an investigation that determines that bullying or other prohibited conduct has occurred, the school district will take appropriate action. Such action may include, but is not limited to, warning, suspension, exclusion, expulsion, transfer, remediation, termination, or discharge. Disciplinary

consequences will be sufficiently severe to try to deter violations and to appropriately discipline prohibited conduct. Remedial responses to the bullying or other prohibited conduct shall be tailored to the particular incident and nature of the conduct and shall take into account the factors specified in Section II.F. of this policy. School district action taken for violation of this policy will be consistent with the requirements of applicable collective bargaining agreements; applicable statutory authority, including the Minnesota Pupil Fair Dismissal Act; the student discipline policy and other applicable school district policies; and applicable regulations.

- E. The school district is not authorized to disclose to a victim private educational or personnel data regarding an alleged perpetrator who is a student or employee of the school district. School officials will notify the parent(s) or guardian(s) of students who are targets of bullying or other prohibited conduct and the parent(s) or guardian(s) of alleged perpetrators of bullying or other prohibited conduct who have been involved in a reported and confirmed bullying incident of the remedial or disciplinary action taken, to the extent permitted by law.
- F. In order to prevent or respond to bullying or other prohibited conduct committed by or directed against a child with a disability, the school district shall, when determined appropriate by the child's individualized education program (IEP) team or Section 504 team, allow the child's IEP or Section 504 plan to be drafted to address the skills and proficiencies the child needs as a result of the child's disability to allow the child to respond to or not to engage in bullying or other prohibited conduct.

## **VI. RETALIATION OR REPRISAL**

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

## **VII. TRAINING AND EDUCATION**

- A. The school district shall discuss this policy with school personnel and volunteers and provide appropriate training to school district personnel regarding this policy. The school district shall establish a training cycle for school personnel to occur during a period not to exceed every three school years. Newly employed school

personnel must receive the training within the first year of their employment with the school district. The school district or a school administrator may accelerate the training cycle or provide additional training based on a particular need or circumstance. This policy shall be included in employee handbooks, training materials, and publications on school rules, procedures, and standards of conduct, which materials shall also be used to publicize this policy.

- B. The school district shall require ongoing professional development, consistent with Minn. Stat. § 122A.60, to build the skills of all school personnel who regularly interact with students to identify, prevent, and appropriately address bullying and other prohibited conduct. Such professional development includes, but is not limited to, the following:
  - 1. Developmentally appropriate strategies both to prevent and to immediately and effectively intervene to stop prohibited conduct;
  - 2. The complex dynamics affecting a perpetrator, target, and witnesses to prohibited conduct;
  - 3. Research on prohibited conduct, including specific categories of students at risk for perpetrating or being the target or victim of bullying or other prohibited conduct in school;
  - 4. The incidence and nature of cyberbullying; and
  - 5. Internet safety and cyberbullying.
- C. The school district annually will provide education and information to students regarding bullying, including information regarding this school district policy prohibiting bullying, the harmful effects of bullying, and other applicable initiatives to prevent bullying and other prohibited conduct.
- D. The administration of the school district is directed to implement programs and other initiatives to prevent bullying, to respond to bullying in a manner that does not stigmatize the target or victim, and to make resources or referrals to resources available to targets or victims of bullying.
- E. The administration is encouraged to provide developmentally appropriate instruction and is directed to review programmatic instruction to determine if adjustments are necessary to help students identify and prevent or reduce bullying and other prohibited conduct, to value diversity in school and society, to develop and improve students' knowledge and skills for solving problems, managing conflict, engaging in civil discourse, and recognizing, responding to, and reporting bullying or other prohibited conduct, and to make effective prevention and intervention programs available to students.

The administration must establish strategies for creating a positive school climate and use evidence-based social-emotional learning to prevent and reduce

discrimination and other improper conduct.

The administration is encouraged, to the extent practicable, to take such actions as it may deem appropriate to accomplish the following:

1. Engage all students in creating a safe and supportive school environment;
  2. Partner with parents and other community members to develop and implement prevention and intervention programs;
  3. Engage all students and adults in integrating education, intervention, and other remedial responses into the school environment;
  4. Train student bystanders to intervene in and report incidents of bullying and other prohibited conduct to the schools' primary contact person;
  5. Teach students to advocate for themselves and others;
  6. Prevent inappropriate referrals to special education of students who may engage in bullying or other prohibited conduct; and
  7. Foster student collaborations that, in turn, foster a safe and supportive school climate.
- F. The school district may implement violence prevention and character development education programs to prevent or reduce policy violations. Such programs may offer instruction on character education including, but not limited to, character qualities such as attentiveness, truthfulness, respect for authority, diligence, gratefulness, self-discipline, patience, forgiveness, respect for others, peacemaking, and resourcefulness.
- G. The school district shall inform affected students and their parents of rights they may have under state and federal data practices laws to obtain access to data related to an incident and their right to contest the accuracy or completeness of the data. The school district may accomplish this requirement by inclusion of all or applicable parts of its protection and privacy of pupil records policy in the student handbook.

## **VIII. NOTICE**

- A. The school district will give annual notice of this policy to students, parents or guardians, and staff, and this policy shall appear in the student handbook.
- B. This policy or a summary thereof must be conspicuously posted in the administrative offices of the school district and the office of each school.
- C. This policy must be given to each school employee and independent contractor who regularly interacts with students at the time of initial employment with the

school district.

- D. Notice of the rights and responsibilities of students and their parents under this policy must be included in the student discipline policy distributed to parents at the beginning of each school year.
- E. This policy shall be available to all parents and other school community members in an electronic format in the language appearing on the school district's or a school's website.
- F. The school district shall provide an electronic copy of its most recently amended policy to the Commissioner of Education.

## **IX. POLICY REVIEW**

To the extent practicable, the school board shall, on a cycle consistent with other school district policies, review and revise this policy. The policy shall be made consistent with Minn. Stat. § 121A.031 and other applicable law. Revisions shall be made in consultation with students, parents, and community organizations.

***Legal References:*** Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)  
Minn. Stat. § 120A.05, Subds. 9, 11, 13, and 17 (Definition of Public School)  
Minn. Stat. § 120B.232 (Character Development Education)  
Minn. Stat. § 121A.03 (Sexual, Religious and Racial Harassment and Violence)  
Minn. Stat. § 121A.031 (School Student Bullying Policy)  
Minn. Stat. § 121A.0311 (Notice of Rights and Responsibilities of Students and Parents under the Safe and Supportive Minnesota Schools Act)  
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)  
Minn. Stat. § 121A.69 (Hazing Policy)  
Minn. Stat. § 124D.10 (Charter School)  
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)  
20 U.S.C. § 1232g *et seq.* (Family Educational Rights and Privacy Act)  
34 C.F.R. §§ 99.1 - 99.67 (Family Educational Rights and Privacy)

***Cross References:*** Policy 413, Harassment and Violence  
Policy 423, Employee Student Relationships  
Policy 6.1, Student Conduct

Revised \_\_\_\_\_

TO: Board Members  
FROM: John Christiansen  
DATE: June 27, 2014  
RE: Licensed Substitute Pay Rate 2014/2015

Our licensed substitute pay rate has been \$20 per hour with a typical day of 6.5 to 7 hours for the past several years. We also have a four-hour minimum requirement. Our substitute service, Teachers on Call, provides us with information on the area pay rates and we continue to be competitive. I recommend the rate for 2014-2015 continue at \$20 per hour.

**Intermediate School District 917  
Accounts Receivable Aged Report As of 06/30/14**

Member Districts	31-60 Days		61-90 Days		Over 90 Days		Totals
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
<b>Totals</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>-</b>
<b>All Others</b>							
ISD 917 Employee	\$ -	\$ -	\$ -	\$ -	\$ 4,019.82	\$ 4,019.82	4,019.82
MDE	\$ -	\$ -	\$ -	\$ -	\$ 4,911.84	\$ 4,911.84	4,911.84
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
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	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
<b>Totals</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 8,931.66</b>	<b>\$ 8,931.66</b>	<b>8,931.66</b>
<b>Grand Total</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 8,931.66</b>	<b>\$ 8,931.66</b>	<b>8,931.66</b>

NOTE: MDE billing for FY 12-13 Special Education Funds

Total receivables are \$201,630.16. Over 30 days balance represents 4.4% of the total receivables.

Prepared by: T. Welch

To: ISD 917 School Board Members  
John Christiansen, Superintendent

From: Nicolle Roush, Business Manager

Date: July 2, 2014

Re: FY15 ISD 917 board approved meal prices

**Information:**

- Intermediate School District 917 has renewed our participation in the National School Lunch Program for FY15. Our Lunch Program operates at three of our locations: Alliance Education Center, Dakota County Technical College and Apple Valley satellite program.
- ISD 917 is contracting with ISD #196 to provide our breakfast and lunch meals. The contract price per meal ISD 917 pays will remain the same for FY15 at **\$2.30** for breakfast and **\$3.45** for lunches.
- ISD 917 FY14 current student breakfast price is \$1.50, adult breakfast is \$2.40, student lunch price is \$2.45, and adult lunch price is \$4.60.
- ISD #917 is required to have board approval of our student and adult breakfast and lunch prices at these three locations. Below, I have provided the comparison prices set by our member districts and ISD 196. **(items in bold unable to obtain updated information from schools)**

Error!  
valid

Member District	Student Breakfast Prices (high school)	Student Lunch Prices (high school)	Adult Breakfast	Adult Lunches	Additional milk
6	\$ 1.35	\$ 1.90	\$ 1.55	\$ 3.35	
191	\$ 1.40	\$ 2.50	\$ 2.00	\$ 3.60	\$ 0.45
192	<b>\$ 1.30</b>	\$ 2.65	<b>\$ 1.60</b>	<b>\$ 3.10</b>	<b>\$ 0.40</b>
<b>*194</b>	<b>\$ 1.50</b>	<b>\$ 2.40</b>	<b>\$ 2.00</b>	<b>\$ 3.50</b>	<b>\$ 0.45</b>
195	\$ 1.60	\$ 2.50	\$ 1.90	\$ 3.50	\$ 0.40
196	\$ 1.50	\$ 2.45	<b>\$ 1.95</b>	<b>\$ 3.35</b>	\$ 0.45
197	\$ 1.85	\$ 2.80	<b>\$ 2.00</b>	\$ 3.80	<b>\$ 0.50</b>
199	\$ 1.10	\$ 1.95	\$ 1.65	\$ 3.40	\$ 0.35
200	\$ 1.25	\$ 2.70	\$ 1.75	\$ 3.50	\$ 0.45
<b>*271</b>	<b>\$ 1.50</b>	<b>\$ 2.75</b>	<b>\$ 2.25</b>	<b>\$ 3.50</b>	<b>\$ 0.45</b>
Average	\$ 1.44	\$ 2.46	\$ 1.87	\$ 3.47	\$ 0.44

Not a  
link.

**Recommendation:** I am recommending the board approve the FY15 student breakfast prices remain at **\$1.50**, adult breakfast remain at **\$2.40**, increase student lunch prices to **\$2.55**, adult lunch prices remain at **\$4.60** and milk prices remain at **\$.45** taking into consideration the Dakota County averages and contract prices ISD 917 pays to our food vendors.

TO: School Board Members  
FROM: John Christiansen  
DATE: June 27, 2014  
RE: Administrative Goals for 2014-2015

Each year we develop Administrative Goals at an operational level to help us focus on making progress toward our Strategic Directions. At our July meeting, I would like us to discuss ideas for our 2014-2015 goals. My purpose in having this on the Board agenda is to begin the dialogue so we can finalize our goals in August or September.

Attached are the goals we had for 2013-2014 and our Strategic Directions document to stimulate our thoughts.

I look forward to our discussion of ideas at the board meeting.

---

**Goals for ISD 917  
2013-2014**

1. Develop a teacher evaluation and peer review process for probationary and continuing contract teachers that is appropriate for the programs of Intermediate School District 917.

**Educator Development and Evaluation Process approved by teachers and Board.**

2. Implement the Intermediate School District 917 principal evaluation system.

**System implemented beginning in August with first cycle completed in June.**

3. Research the feasibility of developing Early Childhood Education and Hospitality/Tourism career pathway partnerships with DCTC and area employers.

**Due to staffing changes at DCTC, these areas are not feasible at this time.**

4. Continue developing secondary program partnerships with DCTC in the areas of nanoscience and transportation careers.

**Due to low enrollment, nanoscience is discontinued for 2014/15. The transportation academy is enrolling students for 2014/15.**

5. Implement a revised student day schedule for DCALS and include an on-line option and independent study option for students to increase ADM and improve high school diploma completion.

**Completed and implemented for 2013/14 and 2014/15.**

6. Continue implementation of the Program Evaluation Model and Cycle. (Year 1 – PACES and SUN data collection and report writing; Year 2 – IDEA-goal setting.)

**The data collection and report writing are complete and will be presented to Board in September and October meetings.**

7. Develop and implement the roles and responsibilities of behavior support staff, including licensed psychologist and contracted behavior analyst, across district programs to increase student academic engagement.

**Complete.**

8. Enhance focus on and involvement in addressing the mental health needs of learners, including staff development, supporting the efforts of the Dakota County Collaborative and advocacy at the State level.

**Activity continues to progress in all areas.**

9. Pilot an electronic time card system for hourly employees in selected special education programs.

**Researching other program options as pilot system did not meet our needs.**

10. Continue the implementation of the work plan for workers compensation claims control and reduction of lost work time.

**The time away from work has been reduced, the number of reserved claims has been reduced and the MOD factor will be reduced as high claim years are dropped from calculations.**

11. Evaluate program space, conditions and relocation options for programs at Apple Valley and Gideon Pond.

**Gideon Pond is not needing to relocate at this time. We will continue at Apple Valley for 2014/15 and continue research on relocation options.**

12. Seek opportunities to develop partnerships with area school districts, DCTC, IHCC, Dakota/Scott WIB, and area employers to expand and enhance career pathways for students to meet the area work force needs of the 21<sup>st</sup> century.

**Several options for partnerships are being explored but none have reached a commitment of a pilot or trial implementation at this time.**



## **Strategic Directives**

**2013-2016**

### **Intermediate School District 917**

***.....to serve as  
the best resource.....***

*(from the District 917 mission statement)*

#### **Directives for Intermediate School District 917**

*Board Approved December 3, 2013*

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## **Introduction**

This document identifies strategic directives to guide decision-making and to help the organization be more responsive to learners and effective in delivering educational services.

Our reasoning is simple: the Intermediate is a complex organization operating within a complex environment. These directives are to bring clarity and focus to the work of District 917 because all staff must operate with a shared vision, mission, and sense of priorities.

This is a flexible document. It will change and evolve as staff, families, students, member school districts, and our communities help shape District 917's work.

One should read this document carefully and consider it a frame of reference for Intermediate School District staff as they work to meet the needs of students and the school districts served by 917. In addition, this document is designed to serve as a communication tool to present and bring clarity to the educational services provided by Intermediate School District 917.

## **THE CASE FOR ACTION** ***(Why directives are needed?)***

Since the passage of the reauthorization in 2001 of the federal IDEA law known as No Child Left Behind, the public policy spotlight across the nation has been focused on public education. For many reasons and because of a host of issues, Minnesota and the federal government have enacted a number of major policy initiatives, some of which have had dramatic effects on Intermediate, as well as K-12, school districts. Because of these and other challenges, all school districts continue to face a wide range of critical issues.

The intermediate districts' mission is to provide assistance to their member districts to address many of these challenges.

Superintendents are faced with:

- challenging financial situations because of uncontrolled variables that affect their district's revenue and expenses
- a public, state and federal government, demanding increased accountability in all areas of education – especially student performance on reading, writing and math assessments
- an increasing number of “disenfranchised” students who are at risk of not graduating or who are dropping out
- growing special education costs and increased numbers of low-incidence disabilities demanding customized services
- increasing legal expenses
- reductions in all categories of staff
- increasing numbers of students needing cultural adaptations
- increasing numbers of students with significant mental health needs
- a wide range of opinions from business leaders, industry leaders, education administrators, teachers, and parents regarding the role of secondary career and technical programs as pathways to careers and college
- implementation of more prescriptive state legislation for principal and teacher evaluation
- legislative debate on roles and procedures for schools related to bullying prevention and control

Special education directors are faced with:

- attrition and shortage of instructional and support staff in several intense student needs programs
- federal and state mandates specifying services to be delivered as well as implementation regulations
- significant paperwork requirements

- an intensely cost-conscious environment that can create adversarial positions when determining student needs and the cost of delivering services
- parents desire for specialty services delivered close to home
- an increasing number of students with multiple and complex needs
- legislative policy changes for use of restraint and seclusion techniques in schools

917 board members and District 917's administration are faced with:

- planning and implementing building adaptations and long-term maintenance projects within limited revenue structures for owned or leased facilities
- requests from member districts to add services without additional funding sources
- member district leadership changes because of retirements and periodic leadership changes
- financial uncertainty because of the financial challenges of its members and legislative changes that have modified revenue sources
- arranging space to house expanding programs for students with complex needs and services and maintaining current space needs in appropriate locations
- a decrease in the number of students participating in technical program opportunities due to enrollment restrictions at some member districts
- member district decisions that are based upon local economic factors not a programs quality or cost effectiveness
- the challenge of starting new career and technical programs that address industry demands and student needs without a source of "startup" funding
- a shift in student career and technical enrollment toward more students with special needs which creates the need to modify career and technical curriculum without lowering academic standards
- recruiting staff in all areas with appropriate licensure and excellent teaching competency
- recruiting licensed and competent substitute staff
- adapting to the increasingly complex needs of students served in our in special education programs
- staying current with parent/student rights due to ever changing case law
- increased requirements for documentation and record keeping
- providing for the safety and security of students and staff

Intermediate District 917 is committed to providing successful learning opportunities for students and support functions for districts. The scope and scale of changes facing the students, educators, and districts we serve requires that we continuously review and modify our operational goals and action plans to respond to these changes. District 917 is committed to ensuring that the strategic directives will guide our decisions.

\* \* \* \* \*

***DISTRICT 917'S BELIEF STATEMENTS***  
**(What do we believe?)**

**Intermediate School District 917 delivers educational services based on the following belief statements:**

- We believe every student can learn. Achieving student educational outcomes is the heart of our work. We are focused on producing success directly with each learner.
- We believe in providing quality educational services, resulting in the desired outcomes for school districts and others concerned with student success.
- We believe in functioning in a flexible and adaptive manner. We constantly build skills so that we can respond to our customers' changing circumstances and needs.
- We believe in the delivery of quality educational services. We build on what is successful and improve what is not.
- We believe in staff excellence. We recognize and support the skills, energy, enthusiasm, effectiveness and intellect our employees bring to their work. We strive to remove practices and beliefs that hinder staff effectiveness.
- We believe ISD 917 operates in cost effective manner. We are conscious of both costs and benefits in delivering services valued by our customers.
- We believe in the importance of setting ethical standards and high expectations for our students and ourselves.
- We believe in creating and maintaining a positive reputation. We want our customers to have a clear understanding of our unique contribution to student achievement and school district success.
- We believe that our employees should be remunerated and valued in a way that is commensurate with industry standards.
- We believe in providing member districts the services and programs they need to meet the educational needs of students whose needs are best met by the intermediate school district.

\* \* \* \* \*

**OUR MISSION**  
(Why do we exist?)

***Intermediate School District 917 serves as a quality, cost effective resource for member school districts committed together to success for all learners.***

**“Serves” means**

We are a service organization; we bring an attitude of service to everything we do.  
We assess and continually improve customer satisfaction.

**“Quality” means**

We are accountable for excellent, cost-effective programs.  
Member school districts turn to us as a “first resource” when seeking external resources.

**“Resource” means**

We provide or facilitate the means to achieve success for each learner.  
As partners of the referring school district, community or county agency, we find solutions to identified learner needs.

**“Member school districts” means**

These are the principal customers for whose benefit we exist.  
We actively listen to understand and respond to their needs relative to student learning.

**“Success” means**

We are accountable to member school districts for learner success.  
We know and report student achievement and growth.

**“All learners” means**

We are a resource for any learner, currently birth to 21, with identified needs.  
Learners are not necessarily “bound” to a school building.  
We also support the families of these learners.

**“Cost effective” means**

We always look for solutions and strategies balancing the responsibility to achieve quality programs and services in the most cost effective manner.

\* \* \* \* \*

***OUR VISION***  
**(What we intend to become)**

**Intermediate School District 917 will be a community of students, families, teachers, staff members, school districts, regional organizations and associations actively engaged in ensuring student learning success.**

- Effectively addressing students’ needs is the center of our work. We will deliver services that promote educational excellence and provide what is needed to address individual learner needs. We are known for our creative solutions to changing and emerging student learning needs and our commitment to customer satisfaction and cost containment.
- School districts are confident that District 917 listens, responds, and adapts to their needs and the needs of their students.
- The leaders of our organization constantly seek to improve and expand the services and opportunities offered by District 917. Everyone who works at District 917 is committed to continuous improvement and professional development. Leaders forge partnerships among organizations — public, private or non-profit — that support learner success and our own financial stability.
- Student and staff environments are areas of creativity that stimulate learning. The environments in which we educate are safe, secure, clean and appropriate for delivering programs and services of high quality.
- We are responsive to families’ wishes to keep students in educational environments that are close to their homes and home schools. District 917’s educational programs and services are designed for mobile delivery, to the extent possible, and adaptable to host sites be they homes, schools, libraries, online or in accessible and desirable community locations.
- Families, school districts and businesses throughout Dakota County and the southern metropolitan area view the programs and services of District 917 as high quality, in terms of the models used to serve changing student needs, staff competency use of appropriate technology, and facilities. District 917’s programs and services are respected for their cost-effectiveness and integrity.

\* \* \* \* \*

## **STRATEGIES, ACTIONS, AND PROGRESS INDICATORS**

(How do we progress?)

*The following strategies, actions, and progress indicators are intended to assist us in setting priorities, allocating resources and making choices.*

**Strategic Directive 1: Heighten the trust and confidence of all school districts served by Intermediate School District 917.**

### **Actions:**

1. Host leadership meetings of superintendents, directors, and key building/district contact professionals.
  - a. Share recent legislative developments, MDE activities, and pertinent data regarding common educational interests.
  - b. Facilitate discussions promoting best practice.
  - c. Share current literature and research encouraging creative and innovative approaches to shared problems.
2. Develop new and maintain existing relationships with key staff in participating districts.
  - a. Create a network in which each student remains connected to his/her home school, program, and individual contact person.
  - b. Create and maintain an updated staff list of all key contact staff for each participating district.
3. Establish a concept of a continuous flow of data regarding student achievement with home districts and parents.
  - a. Continue to monitor and communicate class performance, credit attainment, and attendance to all involved schools, programs, contacts and parents.
4. Promote the “individualized” approach in meeting student needs.
  - a. Focus student intake meetings on students rather than program offerings.
  - b. Promote and encourage parental involvement in the design of individual learning plans for all students.
5. Seek, gather, and analyze feedback from member districts regarding their level of satisfaction and the level of service provided:

### **Progress Indicator (Area 1):**

1. Increased positive ratings over time on surveys from member districts, parents, staff, 917 staff, MDE, County and others collaborating with ISD 917.

## **Strategic Directive 2: Increase achievement of all learners served.**

### **Actions:**

1. Expand the scope of online learning opportunities for DCALS and students in other 917 programs;
2. Develop a variety of systematic approaches to gather student achievement data to enhance instruction and learning;
3. Provide staff development opportunities, focusing on strategies that enhance student performance;
4. Develop and administer common assessments within all classes to provide assurance of alignment of outcomes and instruction as well as to provide the data necessary to identify best instructional practice;
5. Adopt and implement curriculums that align with state standards and measure student progress;
6. Promote best practices in providing programming for students with disabilities including providing instruction tailored to disability areas and considering age and grade;
7. Research and implement a variety of models to address students in need of alternative approaches to education;
8. Enhance our model to support transitional needs of students ages 18 through 21.
9. Promote and support the use of assistive technology to supplement instruction.

### **Progress Indicators (Area 2):**

1. Compare assessment data from all common assessments and monitor changes in overall student academic achievement .
2. Compare student course taking and credits earned to assess student progress.
3. Compare pre and post assessments in the appropriate skill areas of reading and writing and mathematics.

## **Strategic Directive 3: Improve staff leadership skills and the culture of collaboration throughout the Intermediate District.**

**Actions:**

1. Continue/expand the use of Professional Learning Communities as an improvement model for the staff of 917 as part of the educator evaluation plan;
2. Provide training opportunities for member district or regional district staff.

**Progress Indicators (Area 3):**

1. Track and report formal data gathered from participating districts' survey's on ISD 917 programs, services, customer relations, and professional leadership.
2. Track and report participants feedback on evaluations from training and development opportunities.

**Strategic Directive 4: Use resources strategically to advance our mission.**

**Actions:**

1. Emphasize and maintain a focus on responsible approaches to the use of state and district funds.
2. Education all stakeholders of the full cost of service delivery.
3. Study current funding formulas and legislation initiatives to maximize available funds.
4. Develop and foster partnership opportunities with community organizations/programs to enhance services and learning opportunities for students.
5. Maintain and expand the connection with DCTC in providing learning opportunities for secondary programs and articulation to post-secondary programs.
6. Work with DCTC, IHCC, and University of Minnesota in exploring the development of programs for all secondary students which focus on the needs of the 21<sup>st</sup> Century.
7. Support staff development efforts for the implementation of the legislative mandated educator evaluation and development processes.
8. Continue and expand the curriculum development process which focuses on standards and skill development.
9. Include student performance as an element of the staff development/evaluation process.

10. Monitor staffing ratios and class sizes to be in compliance with Minnesota Special Education Rules.
11. Continually assess member district needs and assets to avoid duplication and provide needed services.

#### **Progress Indicators (Area 4)**

1. Review annual audit results and identify trends to monitor over time.
2. Analyze expenditures in areas targeted for development and improvement.

#### **Strategic Directive 5: Structure ourselves so that we can adapt to our changing environment.**

##### **Actions:**

1. Look to the future and assume a pro-active approach to meeting the needs of learners beyond special education and secondary alternative credit restoration programs.
  - a. Monitor the opportunities presented in the vision of the University of Minnesota in regard to the development of the UMore Park Area. Intermediate School District 917 is an existing organization that is currently functioning as a regional center of educational services. Involvement in the educational component of the UMore Park Development is a logical concept to pursue.
  - b. Communicate the importance of assuming a proactive approach to providing collaborative services to learners in member districts.
2. Carefully examine enrollment/participation trends in all programs to inform decisions on the allocation of available resources.

#### **Progress Indicators (Area 5)**

1. Monitor and compare the time invested in managing existing program issues and planning for future program development.
2. Establish specific, time-oriented goals reflecting movement toward future program development.
3. Document all formal communications, planning sessions, and proposals as evidence to a commitment to futuristic planning.

## ***IN SUMMARY...***

These strategic directives, in every sense, are a work in progress and are intended to support a dynamic process that will forever be changing. The strategic directives are part of a living document that will never be completed or finished. Based on continuous review of progress data, the directives and actions will continue to be revised and adapted to meet the needs of our learners and the school districts we serve.

**Dakota County Area Learning School (DCALS, Tech) & DCALS North**  
**“Home of Career and Technical Education”**

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

Welcome to Dakota County Area Learning School (DCALS & DCALS North), and to a new and exciting school year. Our purpose is offering quality educational programs:

- Dakota County Area Learning School
- Dakota County Area Learning School North  
“Home of Career and Technical Education”

You have:

- ✓ Made a choice to develop your education through real life learning experiences.
- ✓ The opportunity to learn and experience activities that are not available at any other school.

You will:

- ✓ Develop skills.
- ✓ Have the option for a High School Diploma
- ✓ Increase your knowledge in a career field.
- ✓ Develop work behaviors and habits.

This Handbook describes the various opportunities available to our students and the general procedures of our schools.

We will do our best to ensure that your experiences at DCALS and DCALS North are rewarding and enjoyable. We believe you can succeed! I look forward to working with you to make 2014-2015 a great year!

Eric J. Van Brocklin  
Secondary Principal

**Please notice: we will refer in this handbook:**

DCALS-Tech; where a majority of our students attend from their home High School for a shift/period and will follow their Home High School calendar.

**DCALS and DCALS North which are full-time students at our buildings will follow the Intermediate School District 917 school calendar.**

*Disclaimer: The contents of this handbook are subject to change at anytime due to changes in Minnesota State Law and/or changes in Intermediate School District 917 School Board Policy*

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## **CONTACT INFORMATION**

**General Information.....651-423-8458**

**FAX: .....651-423-8760**

## **ADMINISTRATION**

Secondary Principal .....Eric Van Brocklin .....651-423-8259

## **PROGRAMS AND INSTRUCTORS (Tech)**

Computer Networking Technology/

Computer Service and Repair .....Dale Engman.....651-423-8418

Career Exploration & Evaluation Program.....

.....Scott Teskey.....651-423-8499

Construction Trades .....Paul Landwehr .....651-423-8347

Food Industry Careers .....Cherry Cramer .....651-423-8225

Fundamental Chef Training .....Patricia LeBeau.....651-423-8441

Graphic Communications .....Trina Walter .....651-423-8365

Heavy Duty Truck Mechanics .....Tom Ledoux.....651-423-8334

Medical Careers .....Carol Lundquist .....651-423-8449

Total Auto Care.....Tony Vilelli.....651-423-8435

## **DCALS (Dakota Co. Area Learning School) ..... Fax 651-423-8760**

Enrollment Coordinator ..... Patti Mattos .....651-423-8263

Pam Biegler-Math.....651-423-8228 Adam Rachuy-Soc. St..651-423-8257

Melissa Stock-English .....651-423-8465 John Borup-Soc. St.....651-423-8310

Erin Hale-Sanford-Soc.St.651-423-8376 Emily Mateo-English...651-423-8344

Erin Mahnke-Science.....651-423-8393 Lynn Morris-Math.....651-423-8358

Aaron Evans-Spec. Ed.....651-423-8778

## **DCALS North.....Fax 651-332-5572**

Enrollment Coordinator ..... Eric Van Brocklin.....651-423-8259

Cindy Hougo.....651-332-5575

Laura Wavra.....651-332-5570 Don Williams.....651-332-5573

## **SECONDARY SUPPORT STAFF -- Room 2-406**

Carl Perkins.....Stephanie Meinke .....651-423-8499

Guidance Counselor.....Shannon Fuhrmann .....651-423-8489

## **Secretaries:**

Dorinda Haasnoot (Administrative Assistant.).....651-423-8458

Beth Werner (DCALS) .....651-423-8447

Betsy Cook (DCALS North).....651-332-5570

## **Technical Tutors:**

Deana Foss.....Therese Harper.....Dan Hoffmam.....Becky McNamara Rachuy

**\*Please check [www.isd917.k12.mn.us](http://www.isd917.k12.mn.us) for teachers Web Page, which includes email address, student assignments and other helpful information regarding DCALS.**

**Dakota County Area Learning School**  
**“Home of Career and Technical Education”**  
**2014-2015**  
**Student Calendar**

September 2 .....	First Student Day
October 2.....	DCALS Parent Conferences
October 16-17 .....	MEA-No School
November 3 .....	Teacher In-Service - No School
November 27-28 .....	Thanksgiving - No School
December 24 –January 2.....	Winter Break - No School
January 5 .....	School Resumes
January 19 .....	Teacher In-Service - No School
February 12-13.....	Teacher In-Service - No School
February 16.....	President’s Day - No School
March 12.....	DCALS and DCALS North Conferences 4 – 8 p.m.
March 27 .....	Teachers In-Service – No School
March 30-April 3 .....	Spring Break- No School
May 14 .....	DCALS- <b>Tech</b> Student Recognition Night
May 25 .....	Memorial Day - No School
June 3 .....	DCALS and DCALS North .....Graduation
June 4 .....	Last Day for Students
June 5 .....	Teacher In-Service

**SCHOOL CLOSING/INCLEMENT WEATHER**

In the event of inclement weather, monitor WCCO (830 AM) for Intermediate School District 917 closings.

**You are NOT required to attend DCALS (Tech) when your home high school is closed or not in session.**

**CLASS SCHEDULE**

Classes begin and end as follows:  
 Farmington only 1<sup>st</sup> shift 7:30 – 9:05

	<b>DCALS (Tech)</b>	<b>DCALS Classes</b>	<b>DCALS North</b>
Shift I	8:00 am – 10:00 am	7:40 am – 9:00 am	8:30 am-9:45 am
Shift II	10:15 am-11:55 am	9:10 am-10:25 am 10:35 am-11:55am	9:50 am-11:05am 11:10 am-12:25pm
Shift III	12:30 pm - 2:05 pm	12:30 pm-1:45pm 1:50 pm-2:15 pm(Advisory)	1:00 pm-2:15 pm 2:20 pm -2:55 pm(Advisory)

Students are expected to follow the class schedule. Arriving late, leaving early or not following the class schedule will result in the loss of Professionalism points and/or academic points for that day.

If you miss your bus back to your home school, please report **immediately** to the DCALS (STC) Office (Room 2-406).

**ARTICULATION CREDITS**

DCALS currently offers articulated college credits with various post-secondary institutions.

While attending DCALS, students have the opportunity to earn Technical College credit in qualifying courses. Students must earn at least 80% or better in the DCALS-Tech program competencies and meet attendance requirements to receive college credit. The student will then receive a DCTC college transcript and/or certificate indicating college credits earned.

## **ATTENDANCE AND RETENTION PROCEDURES**

### **Attendance:**

One of the objectives of DCALS is to provide you the instruction that will help prepare you for successful entry into an occupational area.

Our instructional programs are designed to teach you the skills, knowledge, and work habits related to the occupation and/or post-secondary school you have selected. In order for you to achieve your personal goals, as well as school goals, it is essential that you attend your classes regularly. **One standard which is common to post-secondary education; business, and industry occupations is for you to be at work/school on time every day.** We, therefore, have established the same standard for you. You are expected to attend your DCALS-TECH program every day your home school is in session and the home school sends a bus to the DCALS. **DCALS and DCALS North will follow the Intermediate School District 917 calendar.**

### **Absences:**

**DCALS does NOT have excused or unexcused absences.**

**Absences will negatively influence your grade.**

### **DCALS Parent Portal TIES:**

Parent/guardians have the access to secure any timely information about their student's attendance and grades. There will be a link to Parent Portal on [www.isd917.k12.mn.us](http://www.isd917.k12.mn.us).

Your home school (**DCALS-Tech**) and/or parent/guardian will be notified when you are absent from Dakota County Area Learning School.

Students will be graded in the following categories: Professionalism and Skill Development (**DCALS-Tech**). DCALS and DCALS North will be graded in core academic areas according to the Minnesota Department of Education (MDE) standards.

If you are absent from DCALS on a day when you are expected to attend, you will be marked absent and that absence will negatively effect your grade.

DCALS staff will notify your parent(s)/guardian(s) and/or home school staff when a poor attendance pattern develops. The criteria for sending excessive absence letters and unsatisfactory performance letters are explained in the following Retention Procedure section.

### **Retention Procedure:**

The retention procedure will give students, instructors, parents/guardians, and/or home school staff information about students who are in potential danger of failing for excessive absences or for unsatisfactory performance.

**Every three weeks a grade report will be available on-line.**

The grade report will be available on-line for parents/guardians to monitor your student(s) progress or lack of progress and/or excessive absences. If a student has a "D" or an "F" for two consecutive 3-week grading periods, at the start of the third 3-week grading period there **may** be a **conference** (by phone or in person) with the DCALS instructor and/or teacher, student,

parents/guardians, and/or home school counselor/case manager.

The team will discuss the situation and reach a decision on what action to take. An **Academic Contract** may be written outlining the circumstances under which the student will continue in our school, or to determine an alternate schooling option for the student. The contract is distributed as follows: Principal, parent/guardian, home school (DCALS-Tech), DCALS and/or DCALS North teacher, and the student.

### **Absence Appeal Process**

You and your parent/guardian may appeal to the DCALS Principal to justify excessive absences. This appeal may result in a conference with some or all of the following: student, parents/guardians, DCALS staff members, and home school staff (DCALS-TECH).

### **Make-up Work Procedures**

Make-up work is **the student's** responsibility:

1. The day you return to DCALS after an absence, you must request the make-up work from your instructor/teacher for the day(s) missed.
2. You will have two days after the work is issued to complete the make-up work and turn it in to your instructor/teacher for grading. Furthermore, you will be given two school days to complete the work for every day missed.

### **Late Arrival to Class**

Late arrival to class may result in the loss of Professionalism (**DCALS-Tech**) and/or academic points for that day.

The official record of student attendance is kept with the DCALS Principal. Attendance records will not be changed except by the procedure outlined above.

## **BULLYING AND CYBER-BULLYING**

"Intimidation or bullying" means conduct that substantially interferes with a student's educational benefits, opportunities or performance occurring on or near school grounds. Intimidation or bullying includes an intentional gesture or a written, verbal, or physical act or threat that a reasonable person under the circumstances knows or should know has the effect of:

- (1) harming a student;
- (2) damaging a student's property;
- (3) placing a student in reasonable fear of harm to his or her person;
- (4) placing a student in reasonable fear of damage to his or her property; or
- (5) presenting a sufficiently severe, persistent, or pervasive threat or action and creating an intimidating, threatening, or abusive educational environment for a student.

The misuse of technology including, but not limited to, teasing, intimidating, defaming, threatening, or terrorizing another student, teacher, administrator, volunteer, contractor, or other employee of the District by sending or posting e-mail messages, instant messages, text messages, digital pictures or images, or Web site postings, including blogs, also may constitute an act of bullying regardless of whether such acts are committed on or off District property and/or with or without the use of District resources.

Students are reminded that they may be subject to school consequences for actions that may be considered to interfere with the educational process, learning environment, or school functions. This would include activity outside of school, during non-school hours, including vacations and

holidays. There does not necessarily need to be police action, arrest or conviction of unlawful activity if the school finds evidence that unlawful activity has occurred.

### **CAMPUS ACCESS**

DCALS students are restricted from being on the West end of the college campus without supervision. Students found on West end beyond the cafeteria (without teacher permission) will be escorted to DCALS administration.

### **COMPUTERS, NETWORK, AND INTERNET**

ISD 917 has guidelines for student use of computers, networks and Internet. Access to the network and Internet entails responsible student actions. These guidelines define the appropriate and ethical uses of this hardware, software and communications, identify student responsibilities and outline procedures for enforcing behavior and disciplinary action. All ISD 917 student behavioral expectations apply to computers, networks and Internet use. Violations will result in school disciplinary action to include one or more of the following: verbal warning, suspension, possible recommendation of expulsion and referral to legal authorities for prosecution.

ISD 917 staff monitors all work done on District computers, networks and Internet. District 917 does not relinquish control over any material on the system or contained on files.

Using the Internet is a privilege, not a right. Inappropriate use will result in cancellation of those privileges. Before students will be allowed to have access to the Internet, the student and their parent or guardian will sign and return a permission form.

#### **Use of computers, network and Internet**

1. Be polite. Do not be abusive in communications to others. This includes messages that might threaten or harass individuals or groups because of their age, race, sex, religious beliefs, sexual orientation, physical abilities, etc. District 917 policy regarding harassment (413) applies to electronic communications.
2. Use appropriate language and images. Do not use threats, swearing, vulgarities, pornography or any other inappropriate language and images. District student disciplinary policies regarding assault, verbal abuse or harassment apply to electronic communications.
3. Do not give out personal or family information such as phone numbers, addresses or arrange for face-to-face meetings without parental or guardian supervision and never respond to suggestive messages. All instances of people asking for personal information or face-to-face meeting are to be reported immediately to staff.
4. Communication that must be 100% private or secure is not to be communicated via the school computers, network or Internet. The school staff has access to all student communications and files. Messages and activities that violate district policies and procedures or violate or support illegal activities will be reported to school and legal authorities.
5. The Internet, network, and computers are to be used for class assignments and tasks.
6. The Internet, network, and computers violations include, but are not limited to:
  - a) Using the Internet and network in ways that violate district policies and procedures or violate laws of Minnesota or the United States.
  - b) Using the Internet or network for any illegal activity. Included is the advertisement, promotion, sale or sharing of information of any product or service that is illegal. This includes violating copyright laws or other laws. Making or distributing unauthorized and illegal copies of licensed software is against the law. The district student discipline policy regarding technology and telecommunications apply to the Internet and network.

- c) Using the Internet or network for financial or commercial gain or commitments.
- d) Degrading, disrupting or destroying equipment or system performance.
- e) Invading the privacy of other individuals by accessing and or vandalizing their computerized data.
- f) Wasting technology resources, including file space and printers.
- g) Gaining unauthorized access to resources or entities.
- h) Using an account owned by another person.
- i) Posting or using personal communications without the author's consent.
- j) Downloading or loading of unauthorized software, deleting or misusing of files or programs and inappropriate accessing of files, software or servers.

**DISABILITY NON-DISCRIMINATION DISTRICT 917**

Discrimination on the basis of disability violates the Americans with Disabilities Act of 1990, Section 504 of the Rehabilitation Act of 1973, and the Minnesota Human Rights Act.

Intermediate School District 917 is committed to the goal of maintaining employment and educational opportunities that do not discriminate against persons with disabilities. It shall be a violation of this policy for any qualified disabled person, on the basis of disability, to be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination in employment or education in any of the District's programs.

Any person having inquiries or wishing to request accommodations regarding Intermediate School District 917 policies and regulations should contact the 504/ADA Coordinator and/or Alternates:

Don Budach 504/ADA Coordinator	Special Education Assistant Director DCTC Main Campus 651-423-8426
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Brenda Tollefson Alternate	Special Education Lead Teacher DCTC Main Campus 651-423-8343
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Meghan Dobson Alternate	Special Education Lead Teacher Alliance 651-423-8100
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Nicolle Roush Alternate	Business Manager DCTC Main Campus 651-423-8227
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**DISCIPLINE POLICY**

Following is an outline and description of the Intermediate School District 917 discipline policy. If you have difficulty reading the District 917 discipline policy or do not understand its content, please contact the school office. A complete copy of this policy is available in the DCALS Office, Room 2-405.

This policy will be read and explained to all students during the first two weeks of each school year. The handbook will be available on-line at [www.isd917.k12.mn.us](http://www.isd917.k12.mn.us) to parent(s)/guardian(s) at open houses, or a paper copy by request from DCALS. Similarly, efforts will be made to acquaint students, who enroll late, and their parent(s)/guardian(s), with the content of this policy.

Listed below are Intermediate School District 917 categories of student discipline and potential

consequences for infraction of those policies. Discipline situations that arise which are not covered by these guidelines will be handled on a case by case basis as allowed by Minnesota Statutes §127.27 to 127.39. Behaviors that are willful and disruptive or potentially harmful are included. Unique or special situations at a particular school may call for an adjustment in the discipline policies. Such adjustments will be made on a case by case basis.

Each offense listed may result in any or several of the following consequences depending upon all of the circumstances, including the pupil's prior disciplinary offenses. The specific form of discipline chosen in a particular case is solely within the discretion of the school district.

1. Verbal warning;
2. Parent/guardian and/or student conference with school staff and/or administration;
3. Removal from class;
4. Dismissal from school for one (1) day or less;
5. Suspension;
6. Referral to in-school or outside support services;
7. Administrative transfer to another school or return to home school district;
8. Review of placement type and location for disabled students;
9. Recommendation for expulsion or exclusion;
10. Termination of services;
11. Suspension from extra-curricular activities;
12. Detention or restriction of privileges;
13. In-school suspension;
14. Revised class schedule or program change;
15. Assignment to alternative program;
16. Referral to law enforcement authorities;
17. Restitution.

## **DISCIPLINE OFFENSES & POTENTIAL CONSEQUENCES**

### **ALCOHOL AND OTHER DRUGS**

#### **Offense - Possession**

Possession and/or use (under the influence) of alcohol, controlled substances, mood-altering substances, drug paraphernalia or misuse of prescription drugs.

#### **Consequence**

**First Offense.** Minimum consequences include one or more of the following:

1. Minimum suspension of one (1) day;
2. Conference with parent/guardian;
3. Referral to building multi-disciplinary chemical awareness team for assessment;
4. Removal from program may be recommended; and
5. Police will be notified.

**Second Offense.** Minimum consequences include one or more of the following:

1. Minimum suspension of five (5) days;
2. Conference with parent/guardian;
3. Referral to building multi-disciplinary chemical awareness team for assessment;
4. Dismissal from program may be recommended; and
5. Police will be notified.

### Offense - Sale

Sale or attempted sale of alcohol, controlled substances, mood altering substances or prescription drugs.

### Consequence

Minimum suspension of five (5) days and police referral. Dismissal from program and expulsion will be recommended.

## **ASSAULT**

### 1. Offense

A threat of bodily harm or death to another person, including challenging another person to fight, without material physical contact.

### Consequence

A minimum suspension of one (1) day.

### 2. Offense

Demonstrating aggressive behavior in which physical contact is made with another person such as poking, pushing, shoving or scuffling.

### Consequence

A minimum suspension of three (3) days.

### 3. Offense

Direct attack or fighting with another person: fighting shall be characterized by a violent aggressive behavior by two or more individuals with the intent of inflicting physical harm upon one another and differentiated from "poking, pushing, shoving or scuffling."

### Consequence

A minimum suspension of five (5) days and possible recommendation of expulsion.

### 4. Offense

A student who threatens bodily harm or death to another without material physical contact while in possession of a weapon shall be dealt with under the preceding section of this policy dealing with "weapons."

### Consequence

A minimum suspension of ten (10) days and possible recommendation of expulsion.

### 5. Offense

Direct attack with a weapon: Direct attack with a weapon shall be dealt with under the preceding section of this policy dealing with "weapons."

### Consequence

A minimum suspension of ten (10) days and possible recommendation of expulsion.

## **BOMBS**

### Offense

Bomb threats (See Weapons Policy.)

Bomb threats: intentionally making, publishing or conveying in any manner a bomb threat to a school location or activity.

### Consequence

A minimum suspension of ten (10) days, notification of appropriate legal authorities, recommendation that the student be expelled.

Parent(s)/guardian(s), (Consultation with the appropriate local school district transportation department and home school administrator (**Tech**) will determine the length of time transportation privileges are denied.)

## **BUS RULES**

### Offense

Breaking bus rules of transporting district or of Bus Company.

### Consequence

Minimum consequences include one or more of the following: denial or disruption of transportation privileges upon notification of the parents/guardians. Consultation with the appropriate local school district transportation department and home school administrator (**Tech**) will determine the length of time transportation privileges are denied.

## **CHEATING**

### Offense

Cheating or records falsification.

### Consequence

Minimum consequences include one or all of the following:  
Parent/guardian conference, grade reduction or loss of credit, suspension of at least one (1) day.

## **CLOTHING**

### Offense

Attire which violates the rights of others, including gang insignia and colors, and violation of program dress codes.

### Consequence

Minimum consequences include one or all of the following: Confiscation of offending article(s), parent/guardian contact or suspension of at least one (1) day or recommendation of dismissal.

## **FIRE ALARMS**

### Offense

Improper activation of fire alarms.

### Consequence

Student will be suspended for a minimum of five (5) days and will be referred to the Fire Marshall or police.

## **GAMBLING**

### Offense

Gambling or possession of gambling paraphernalia.

### Consequence

Minimum consequences include one or all of the following: Parent(s)/guardian(s) contact or suspension of at least one (1) day or recommendation of dismissal.

## **HAZING**

### Offense

Hazing behaviors, at any time, including planning, directing, encouraging or in engaging in activities that physically or mentally harm another student.

### Consequence

Minimum consequences include one or more of the following: verbal warning, suspension of one (1) day or recommendation or dismissal.

## **PAGERS AND ELECTRONIC COMMUNICATION DEVICES**

### Offense

Use of pagers, cellular phones and other electronic transmission devices during class time; unless approved by instructor/teacher for academic purposes.

### Consequence

Minimum consequences include one or all of the following: use could result in confiscation of equipment, parent/guardian contact, and suspension of at least one (1) day.

## **PARKING/DRIVING**

### Offense

Parking violations as outlined by Dakota County Technical College, and DCALS North City of West St. Paul.

### Consequence

Minimum consequences include one or all of the following: Loss of driving and/or riding privileges, notification of parent(s)/guardian(s) or authorities.

## **HARASSMENT**

Intermediate District 917 maintains a firm policy prohibiting all forms of discrimination. Religious, racial or sexual harassment or violence against students or employees is discrimination. All persons are to be treated with respect and dignity. Sexual violence, sexual advances and other forms of religious, racial or sexual harassment by any student, teacher, administrator or other school personnel, which create an intimidating, hostile or offensive environment, will not be tolerated under any circumstances. If any student feels he/she is being discriminated against because of race, religion, sex, national origins or any other reason, he/she should report such discrimination to the building administrators or the counselor. It will then be forwarded to the Human Resources Officer for further investigation. A copy of the complete harassment policy is available and printed in the ISD 917 Policy Book which can be picked up at the School Office or can be accessed on the district website; [www.isd917.k12.mn.us](http://www.isd917.k12.mn.us).

### ***What behaviors could lead to harassment?***

A harasser may be a student or an adult. Harassment may include the following when related to religion, race, sex or gender:

- a. name calling, jokes or rumors;
- b. pulling on clothing;
- c. graffiti;
- d. notes or cartoons;
- e. unwelcome touching of a person or clothing;
- f. offensive or graphic posters or book covers; or
- g. Any words or actions that make you feel uncomfortable, embarrass you, hurt your feelings or make you feel bad.

### ***Examples of behaviors that could be considered harassing:***

1. Students making sexual gestures;
2. Students displaying sexually explicit materials in lockers, notebooks, etc.;
3. "Depantsing", bra snapping, etc.;
4. Writing harassing comments in textbooks, notebooks, etc.;
5. Sexually descriptive notes or drawings;
6. Name calling, including references to race, ethnicity, religion or

- sexual orientation;
- 7. Teasing students about their body development or sexual activities;
- 8. Wearing offensive hats or t-shirts;
- 9. Students spreading sexual rumors about other students;
- 10. Any words or actions that make you uncomfortable or hurt your feelings that are related to race, religion or sex.

***What to do about harassment:***

If any words or action make you feel uncomfortable or fearful, you need to tell any teacher, counselor, principal, or District Human Rights Officer: You may make a written report. It should be given to any teacher, counselor, principal, or a Human Rights Officer. Your right to privacy will be respected as much as possible. We take seriously all reports of religious, racial or sexual harassment or violence and will take appropriate actions based on your report. The school district will also take action if anyone tries to intimidate you or take action to harm you because you have reported. This is a summary of the school district policy against religious, racial and sexual harassment and violence. Complete policies are available in the district office upon request. Consequences for harassment will vary with the severity of the offense.

**TECHNOLOGY AND TELECOMMUNICATIONS**

Offense

Misuse of computer equipment includes deletion or misuse of password-protected files, down-loading or loading of unauthorized software, computer programs, or data or system files; inappropriate accessing of files; unethical use of information or violation of copyright laws.

Consequence

Students violating these guidelines may be suspended for at least one (1) day, loss of computer privileges, or other consequences deemed appropriate.

**THEFT**

Offense

Personal theft; extortion; locker break-ins; hiding the property of another person without the consent of the owner, or the receiving of such property.

Consequence

Students may be suspended for a minimum of three (3) days. A police referral may be made and parent(s)/guardian(s) will be notified. Expulsion may be recommended.

**TOBACCO**

Offense

Not following the District tobacco use policy-now includes e-cigarettes. (See Provision Policy 419 Restrictions on Smoking and Tobacco Use.)

Consequences

Minimum consequences include one or all of the following: Confiscation of tobacco products, verbal warning, one (1) day suspension, ticketing by law enforcement official, home school (**Tech**) notification.

**TRESPASSING**

Offense

Trespassing. (Non-authorized visit to school building or campus.)

Minimum Consequence

Students with unauthorized absences from their school, found present at another public

school may be suspended a minimum of one (1) day. All visitors must report to building administrator; police may be called to remove unauthorized visitors. Being present on school ground during a period of out of school suspension or placement in an alternative educational program constitutes trespassing.

## **TRUANCY**

### Offense

Attendance policy violations; truancy, tardiness, excessive absences, etc.

### Consequence

Minimum consequences include one or all of the following:

Reduction/Loss of credit, in-school suspension, reporting to appropriate agency, parental and home school (**Tech**) notification.

## **VANDALISM**

### Offense

Willful damage to any property, including technology or telecommunication equipment that belongs to the School District, staff members, other students or individuals.

### Consequence

Damage to staff/student property may result in being suspended for a minimum of one (1) day. The student may be referred to the police. Expulsion may be recommended.

## **VERBAL and WRITTEN ABUSE**

### Offense

Verbal and written abuse and disrespect of school personnel and other students. This misconduct includes profanity, behavior demonstrating lack of respect and the failure to respond appropriately to reasonable direction by school personnel.

### Consequence

Student dismissal or suspension, either from the classroom or from the building. If out-of-school suspension, suspension for minimum of three (3) days.

## **DRESS CODE**

### **Expectations**

Research has shown that there is a direct correlation between students' dress and students' behavior. Students must be neat, clean, and properly dressed at all times.

Student dress is recognized as a matter of personal taste at DCALS; however, no student will be allowed to attend the school while wearing bizarre, obscene, or odd clothing which could cause disruption of the orderly learning environment or clothes or grooming styles which constitute a health and/or safety hazard.

- Students will not be allowed to wear clothing which declares membership in a group that has as one of its primary activities the commission of criminal acts, or acts that would be criminal if the student were an adult.
- No article of clothing can convey intimidation, obscene, racial, discriminatory or violent messages, nudity, profanity, liquor or tobacco promotions or logos, or statements or pictures demeaning to any group or person. (For example; clothing items depicting celebrities or groups that promote this type of message will not be allowed.)
- Chains and other decorative items that could be used as weapons (i.e. spiked bracelets) are not allowed and will be removed.
- Students will wear clothing that covers their stomachs, chests, backs, and buttocks. Low-cut or tight-fitting shirts are not considered appropriate.

- Shoes will be worn at all times.
- Neither headgear, “do rags”, handkerchiefs, beads, caps, hoods, nor hats of any kind will be worn in the classroom, unless approved by administration.
- Sunglasses of any kind will not be worn inside the classroom.
- Intentionally altered clothing—i.e., cut-off jeans, holes cut above the knee, and/or ill fitting garments are not acceptable.
- Pants and shorts must be worn at the waist level at all times. Suspenders and/or straps attached to overalls must be fastened at all times and remain over the shoulders.
- Certain programs, for safety purposes, require students to wear special garments, safety glasses, hair coverings, safety shoes, etc. For your safety, and the safety of others, you must comply with these regulations. You must provide ankle high leather boots for use in the Welding & Metals Fabrication shop area.

*Students who choose to dress inappropriately will be subject to disciplinary action.*

### **DRIVING/RIDING PERMITS**

All students are expected to ride to DCALS on the bus provided by your home school (**DCALS-Tech**), or you have obtained a driving/riding permit. Any violation of this policy will be referred to Principal and your home school (**DCALS-Tech**) for appropriate action. Before a student may drive/ride in a private vehicle to DCALS, a driving/riding permit must be obtained. Driving/riding permits can be obtained from the DCALS Office, Room 2-405. Once the form is signed, bring it to Administrative office for processing where you will be issued a permanent parking sticker. The Dakota County Technical College (DCTC) and the City of West St. Paul (DCALS North) has established parking and traffic regulations for the campus. All students must follow these regulations, or they are subject to ticketing, denial of parking privileges or referral to police. A copy of District 917’s parking and traffic regulations can be obtained from the Administration office, Room 2-406, or the Campus Sheriff’s Office, Room 2-709.

### **EMERGENCY EVACUATION OF BUILDING AND FIRE DRILLS**

Fire drills and lock downs are held periodically during the school year in accordance with state law. Each instructor will inform students of the procedures for each drill and emergency situation. When the alarm sounds, everyone must follow the directives in a timely and orderly manner.

### **EVALUATION AND GRADES**

Students will receive progress reports every three weeks during the grading period. This report will be completed by the program instructor/teacher indicating their performance to date.

At the end of each grading period (Trimester, Quarter) instructors will complete a student grade report. Copies of the grade report are distributed as follows:

1. Student file in the DCALS office (**obtained for student by administration**),
2. Home High School (**Tech**),
3. DCALS instructor/teacher.

If your performance is poor, you will be notified in writing three weeks prior to the end of the grading period.

Incomplete grades are the student’s responsibility to correct within **two weeks** of issuance.

Confer with your instructor/teacher to determine what work must be completed. After the two-week period, your instructor/teacher must change the incomplete to a letter grade. That letter grade will be calculated by your instructor/teacher on work performed with or without the incomplete work turned in.

The Dakota County Area Learning School grading scale:

A	100% - 90%
B	89% - 80%
C	79% - 70%
D	69% - 60%
F	59% - 0%
I	(Incomplete)
NG	No Grade

### **FEES**

No student fees are required for supplies or materials to complete the educational requirements of your program. If, however, you undertake a project above the minimum requirements and it becomes your personal property, you must pay for the material **before** you start your project. Materials can be furnished by the student or purchased from the program Instructor/Teacher.

### **FOOD AND BEVERAGES**

Food and beverages are allowed only in designated areas of the Dakota County Technical College (DCTC), DCALS and DCALS North. Instructors/teachers are required to enforce the Food and Beverage Policy.

### **HAZING PROHIBITION**

#### **I. PURPOSE**

The purpose of this policy is to maintain a safe learning environment for students and staff that are free from hazing. Hazing activities are inconsistent with the educational goals of Intermediate School District 197 and are prohibited at all times.

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

- A. No student, teacher, administrator, volunteer, contractor or other employees of the school district shall plan, direct, encourage, aid or engage in hazing.
- B. No teacher, administrator, volunteer, contractor or other employee of the school district shall permit, condone or tolerate hazing.
- C. Apparent permission or consent by a person being hazed does not lessen the prohibitions contained in this policy.
- D. This policy applies to behavior that occurs on or off school property and during and after schools hours.
- E. A person who engages in an act that violates school policy or law in order to be initiated into or affiliated with a student organization shall be subject to discipline for that act.
- F. The school district will act to investigate all complaints of hazing and will discipline or take appropriate action against any student, teacher, administrator, volunteer, contractor or other employee of the school district who is found to have violated this policy.

### **III. DEFINITIONS**

- A. "Hazing" means committing an act against a student, or coercing a student in 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. The term hazing includes, but is not limited to:
- 1) Any type of physical brutality such as whipping, beating, striking, branding, electronic shocking or placing a harmful substance on the boy.
  - 2) Any type of physical activity such as sleep deprivation, exposure to weather, confinement in a restricted area, calisthenics or other activity that subjects the student to an unreasonable risk of harm or that adversely affects the mental or physical health or safety of the student.
  - 3) Any activity involving the consumption of any alcoholic beverage, drug tobacco product or any other food, liquid, or substance that subjects the student to an unreasonable risk of harm or that adversely affects the mental or physical health or safety of the student.
  - 4) Any activity that intimidates or threatens the student with ostracism, that subjects a student to extreme mental stress, embarrassment, shame or humiliation, that adversely affects the mental health or dignity of the student or discourages the student from remaining in school.
  - 5) Any activity that causes or requires the student to perform a task that involves violation of state or federal law or of school district policies or regulations.
- B. "Student organization" means a group, club or organization having students as its primary member or participants. It includes grade levels, classes, teams, activities or particular school events. A student organization does not have to be an official school organization to come with the terms of this definition.

### **IV. REPORTING PROCEDURES**

- A. Any person who believes he or she has been the victim of hazing or any person with knowledge or belief of conduct which may constitute hazing shall report the alleged acts immediately to the school district human rights officer or alternates to a school district administrator.
- B. Teachers, administrators, volunteers, contractors and other employees of the school district shall be particularly alert to possible situations, circumstances or events which might include hazing. Any such person who receives a report of, observes, or has other knowledge or belief of conduct which may constitute hazing shall inform the school district human rights officer or an administrator immediately.
- C. Submission of a good faith complaint or report of hazing will not affect the complainant or reporter's future employment, grades, or work assignments.

### **V. SCHOOL DISTRICT ACTION**

- A. Upon receipt of a complaint or report of hazing, the school district shall undertake or authorize an investigation by school district officials or a third party designated by the school district.
- B. The school district may take immediate steps, at its discretion, to protect the complainant, reporter, students, or others pending completion of an investigation of hazing.
- C. Upon completion of the investigation, the school district will take appropriate actions. Such action may include, but is not limited to, warning, suspension, exclusion, expulsion, transfer, remediation, termination, or discharge.

Disciplinary consequences will be sufficiently severe to deter violations and to appropriately discipline prohibited behavior. School district action for violation of this policy will be consistent with the requirements of applicable collective bargaining agreements, applicable statutory authority, including the Minnesota Pupil Fair Dismissal Act, school district policies and regulations. Penalties under the rules of the Minnesota State High School League will also apply.

## **VI. REPRISAL**

The school district will discipline or take appropriate action against any student, teacher, administrator, volunteer, contractor, or other employee of the school district who retaliates against any person who makes a good faith report of alleged hazing or against any person who testifies, assists, or participates in a proceeding or hearing relating to such hazing. Retaliation includes, but is not limited to, any form of intimidation, reprisal, or harassment.

## **VII. DISSEMINATION OF POLICY**

This policy shall appear in all school district student and staff handbooks.

### **HEALTH SERVICES**

Intermediate School District 917 has a nurse on duty in the Health Service Room, 2-205. A nurse is on duty at all times and will assist you in case of an emergency or sudden illness.

If you need to visit the nurse, notify your instructor/teacher. Your home school nurse (**Tech**) will be notified if you are injured or become ill at DCALS. In the event of an injury requiring treatment by a physician, the school will attempt to contact your parents/guardians prior to such treatment. DCALS administration will then activate reasonable emergency medical procedures.

### **INSURANCE**

Students who attend the Dakota County Area Learning School are **NOT** covered by accidental health insurance. You should arrange for coverage through your family health insurance plan.

### **LOCKERS AND DESKS**

Lockers, desks and storage areas are the property of Intermediate School District 917. At no time does ISD 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 administration 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 administration 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 administration must provide notice of the search to students whose lockers were searched unless disclosure would impede an ongoing investigation by police or school officials.

## **LOST AND FOUND**

Lost and Found items are kept by the receptionist located in the front office of Dakota County Technical College. If lost items are not claimed in 30 days, they will be discarded. You may also inquire in the DCALS office.

## **NON-DISCRIMINATION POLICY**

It is the policy of the DCALS not to discriminate on the basis of religious, racial, sexual orientation, national origin or disability in its educational programs and activities as required by Title VI of the Civil Rights Act of 1964 and by Title IX of the Educational Amendments of 1972.

The Dakota County Area Learning School programs are open to all students. The case manager and/or administration for DCALS is available to discuss student needs for auxiliary aides or services, accommodations in testing situations or to assist with arrangements for alternative test options and to provide guidance services.

Students may also request that their home school counselor or IEP manager contact the Principal at DCALS for assistance. Any American Disabilities Act (ADA) related complaint is to be referred to ISD 917 Disability Non-discrimination Coordinator or alternates (see below). For details regarding the ISD 917 ADA policy, see District Policy 402. A copy is available in the Administration Office.

## **NUISANCE AND HAZARDOUS ITEMS**

Nuisance items such as hacky sacks, laser pointers, thrown objects (snowballs, Frisbees, balls, etc.) are **not** permitted at DCALS. Telecommunication devices, radios, and other personal entertainment devices are **not** allowed during class time, unless approved by the instructor/teacher for instructional purposes.

## **PARKING**

DCALS parking is in the outermost East lot. All vehicles must display a parking permit. A permit, to hang from the rear view mirror, will be issued for vehicles parking on a regular basis. A pink permit, placed on the dash of your car, will be issued for temporary parking. Parking violations may result in ticketing, immobilizing, or towing. Questions about parking citations must be directed to the Campus sheriff's Office, Room 2-709. ***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.***

Students violating these guidelines are subject to disciplinary action up to and including suspension and notification of police. ***NOTE: The speed limit in all parking lots is 10 MPH.***

## **PESTICIDE/HERBICIDE INFORMATION**

Minnesota law requires schools that apply pesticides and herbicides to maintain an estimated schedule of such applications and to make the schedule available to parents and guardians for review or copying at the District Office. Our district is so small and the amount of outside grounds is so limited that pesticides and herbicides are seldom applied and then only on an as needed basis. Therefore, no scheduled applications are made. We attempt to limit such application to the maximum extent and only use chemicals when absolutely necessary.

State law also requires that you be told that the long-term health effects on children from the application of such pesticides and herbicides or the class of chemicals to which they belong may not be fully understood. Since Intermediate District 917 does not apply chemicals on a scheduled basis, you may wish to be notified in the event that an application is anticipated. If so,

please send a letter to Linda Berg, Health and Safety Coordinator, 1300 145th Street East, Rosemount, Minnesota 55068. Information on Health, Wellness, and Safety can also be found on our website at [www.isd917.k12.mn.us](http://www.isd917.k12.mn.us). If you need additional information, please call Linda Berg at 651-423-8214.

### **PLEDGE OF ALLEGIANCE**

Intermediate School District 917 has waived the requirement to recite the Pledge of Allegiance via Board Policy 6.14, in accordance with Minn. Stat. § 121A.11, sub. 3.

### **POLICY AGAINST RELIGIOUS, RACIAL, AND SEXUAL HARASSMENT AND VIOLENCE INTERMEDIATE SCHOOL DISTRICT 917**

1. Everyone at District 917 has a right to feel respected and safe. Consequently, we want you to know about our policy to prevent religious, racial or sexual harassment and violence of any kind.
2. A harasser may be a student or an adult. Harassment may include the following when related to religion, race, sex or gender:
  - A. name calling;
  - B. pulling on clothing;
  - C. graffiti;
  - D. notes or cartoons;
  - E. unwelcome touching of a person or clothing;
  - F. offensive or graphic posters or book covers; or
  - G. any words or actions that make you feel uncomfortable, embarrass you, hurt your feelings or make you feel bad;
3. If any words or actions make you feel uncomfortable or fearful, you need to tell an instructor, counselor, program administrator, the District Human Rights Officer or an alternate.
4. You may also make a written report. It should be given to an instructor, counselor, program administrator, the District Human Rights Officer or an alternate.
5. Your right to privacy will be respected as much as possible.
6. We take seriously all reports of religious, racial or sexual harassment or violence and will take all appropriate actions based on your report.
7. Intermediate District 917 will also take action if anyone tries to intimidate you or take action to harm you because of your report.
8. This is a summary of Intermediate District 917 policy against religious, racial and sexual harassment and violence. Complete policies (Policy 413 Prohibition of Harassment and Violence) are available from any of the persons listed in this section of the Student Handbook, or the Program Administrator.

**Religious, racial and sexual harassment and violence are against the law. Discrimination is against the law. These acts will NOT be tolerated at Intermediate School District 917.**

The consequences of a violation of the policy may result in any or all of the following:

- Assignments designed to increase awareness and sensitivity to the issue of sexual

harassment;

- Administrative conference with student or parent and student;
- Referral to outside agency;
- Assignment to an alternative educational program;
- Detention or suspension in or out of school. Exclusion/expulsion;
- Referral to police or other law enforcement agencies for criminal action;
- Suspension or termination of employment;

Intermediate School District 917 Human Rights Officer and Alternates and Disability Non-discrimination Coordinator and alternates:

Don Budach  
Human Rights Officer  
Special Education Assistant Director  
DCTC  
651-423-8150

Patti Mattos  
Alternate  
Secondary Lead Teacher/ Enrollment Coordinator  
DCALS  
651-423-8263

Meghan Dobson  
Alternate  
Special Education Lead Teacher  
Alliance  
651-423-8100

Brenda Tollefson  
Alternate  
Special Education Lead Teacher  
DCTC Main Campus  
651-423-8343

Nicolle Roush  
Alternate  
Business Manager  
DCTC Main Campus  
651-423-8227

Eric Van Brocklin  
Alternate  
Secondary Principal  
DCALS  
651-423-8259

### **SAFETY**

DCALS has an obligation to provide you with a safe learning environment. Safety is also your responsibility. You can help avoid accidents by following common sense safety rules in your program. If you see an unsafe act or condition in your classroom/shop, be sure to discuss it with your instructor.

#### **Violation of Safety Rules & Eye Safety Regulations:**

In all DCALS areas, students are taught on appropriate shop/classroom and eye safety procedures:

**1st Offense:** Student will be given a verbal warning by the instructor/teacher and referral may be made to Principal.

**2nd Offense:** Instructor/teacher will complete a Behavior Incidence Report and the student will have a conference with the Principal, which **may** result in a suspension from DCALS.

**3rd Offense:** Instructor/teacher will complete a Behavior Incidence Report and the student will have a conference with the Principal, which will result in a suspension from DCALS.

Prior to returning to DCALS, a conference including the student, parent(s)/guardian(s), instructor/teacher, and DCALS Administration will be held.

### **SCHOOL SPONSORED STUDENT PUBLICATIONS AND/OR STUDENT PROJECTS**

Expression in a school publication or in a student project is prohibited when the material:

1. Expresses or advocates sexual, racial or religious harassment or violence or prejudice;
2. Encourages students to commit illegal acts or violate school regulations or substantially disrupts the orderly operation of school or school activities;
3. Advertises or promotes any product or service not permitted for minors by law;
4. is libelous or slanderous;
5. is obscene to minors;

Students violating these guidelines are subject to disciplinary action to include one or more of the following: verbal warning, suspension and possible recommendation of expulsion.

### **SEARCHES**

The law allows school authorities to search students, their lockers, their motor vehicles and personal property when they have reasonable suspicion that a particular student is in possession of something prohibited by school rules or by law. School authorities may seize any illegal contraband, substance, or object; or any material or object that violate a school rule or poses a hazard to the safety and good order of the school. Students are not to bring these items to school or to any school-sponsored function.

1. General Inspection – School authorities will be making general inspections of lockers for purposes including but not limited to safety, cleanliness, retrieval of school material, and maintenance. Such general inspections shall not include searching personal items stored in lockers, such as clothing, bags, purses, unless reasonable particularized suspicion exists.
2. Locker/Storage Area Inspections – All lockers and other storage areas provided for student use on school premises remain the property of the school district and are subject to inspection, access for maintenance, and search. No student shall lock or otherwise impede access to any locker or storage area except with a lock provided by or approved by school authorities. Unapproved locks shall be removed and destroyed.
3. Personal Searches – A student’s person and/or personal effects (e.g., purse, book, bag, etc.) may be searched when a school authority has reasonable suspicion to believe that the student is in possession of illegal, unauthorized or contraband items.
4. Motor Vehicle Searches - Motor vehicles driven by students and parked on or near school property during regular school hours or during school activities are subject to being searched when school officials have reason. Any student who refuses to submit to a reasonable search by school authorities will be subject to disciplinary action. School authorities may detain the student pending the notification and arrival of the student’s parent(s) and/or law officials as appropriate.
5. School authorities may request the assistance of law enforcement officials for the purpose of conducting inspections and searches of lockers, desks, parking lots, and other school property and equipment owned or controlled by the school for illegal drugs, weapons, or other illegal or dangerous substances or materials, including searches conducted through the use of specially trained dogs.

## **SEVERE WEATHER/TORNADO PROCEDURE**

When a tornado or other severe weather conditions occur, a message will be given to students so everyone can proceed in a quick and orderly manner to the designated shelter areas.

## **SMOKING AND TOBACCO USE POLICY**

DCALS and DCALS North are smoke free campuses (including e-cigarettes).

## **STUDENT AWARDS**

### **Student of Distinction – DCALS (Tech)**

Program instructors select up to three (30 Students of Distinction each semester. The selection criteria are at the discretion of the instructor and may represent outstanding effort, accomplishment and/or attendance. The Student of Distinction: 1. is presented a certificate at a special student recognition event with parents/guardians in attendance, 2. has photo displayed in the Dakota County Area Learning School photo display case.

### **Student of the Quarter – DCALS/DCALS North**

DCALS teachers nominate students each quarter. The selection criteria are at the discretion of the teachers and may represent outstanding effort, accomplishment, and/or attendance. The Student of the Quarter: 1. is presented a certificate at a special scheduled recognition ceremony following the end of the quarter they are selected, 2. has photo displayed in the DCALS photo display case.

## **STUDENT CONDUCT**

Students demonstrating conduct, or willfully engaging in conduct, which: 1. materially and substantially disrupts the learning process for other students, 2. violates District 917 Board of Education regulations, or 3. endangers other students, school district employees, the property of the school staff, or themselves, will be subject to removal from class.

### **Student Removal from Class**

District 917 School Board has adopted a discipline policy in compliance with Minnesota Statute 127.26 to 127.40, which establishes conditions for student removal from class.

### **Grounds for Removal from Class**

Instructors/Teachers, school administrators, or other school district employees shall have the authority to remove a student from class when the student exhibits:

1. Willful conduct which materially and substantially disrupts the rights of others to an education.
2. Willful conduct which endangers school district employees, the student, or other students or property of the school.
3. Willful violation of any rule of conduct established in the discipline policy adopted by the Board.

### **Authority for Removal from Class**

If the student is demonstrating behaviors as outlined in “Grounds for Removal from Class,” teachers, school district administrators or other school district employees shall have the authority to remove the student from the class. The instructor/teacher and/or tech tutor will complete the Behavior Discipline Form to document the incident; this form will be sent to the parents/guardians and/or the home school (**Tech**) contact person.

**Procedure: Step I** – An instructor/teacher and/or tech tutor member will inform student that his/her behavior is the reason for their removal from class.

**Procedure: Step II** - An instructor/teacher and/or tech tutor will contact Principal and will then send student to the DCALS Office, Room 2-405.

**Procedure: Step III** - After reviewing the situation, the Principal will make a recommendation as to the length of time the student is to be removed from the classroom. The length of removal time shall not exceed 2 shifts.

**Procedure: Step IV** - The student, instructor/teacher and/or tech tutor, and DCALS Principal will meet to clarify what the classroom expectations are and what behaviors are expected upon students return to the classroom. This information will be shared with the parent(s)/guardian(s) and/or the home school (**Tech**) contact person.

### **STUDENT ORGANIZATIONS' CODE OF CONDUCT**

Before attending a student organization activity, the instructor/teacher will inform you of the student organizations' code of conduct. You will be asked to agree to conduct yourself according to the code. Students attending a school sponsored student activity must also follow the same behavior guidelines that apply in all ISD 917 secondary 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. Hazing behaviors will result in disciplinary action (see District Hazing Prohibition policy 6.35 and Discipline policy 6.316.)

### **STUDENT RECORDS**

#### **Records:**

DCALS maintains records on each student including:

1. DCALS application form;
2. Referral information;
3. Evaluation and grade forms;
4. Incident/discipline reports;
5. Attendance records; and
6. STC follow-up information;

These records are used for three purposes: referrals to employers; referrals to post-secondary schools; and for Minnesota Department of Education (MDE) follow-up studies. These records are always open to you, and no information about you will be released to any person, agency, or institution except under the following conditions:

1. When proper written consent has been obtained from you or your parents/guardians;
2. When compelled by law, such as judicial subpoena;
3. When outside research is conducted and data is released in such a form that no specific pupil is identifiable;
4. Information which the District determines is "directory information;"

Records are kept in the DCALS Office, Room 2-406.

#### **Directory Information**

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

Student's name	Dates of enrollment
Date of birth	Grade levels completed
Major Field of study	Degrees and awards received

## Participation in officially recognized activities

Directory information does not include identifying data which references religion, race, nationality, or disability.

Any parent(s) or guardian(s) 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 Principal in the building where the student attends and by completing a nondisclosure form which can be obtained from the office staff.

### **Rights of Minors**

The District may sometimes deny parental/guardian access to private data when the minor, who is the subject of the data, requests that the District deny such access. The minor must submit a written request to the responsible authority (Superintendent) or designee that certain data be withheld from parents. The written request shall set forth the reasons for the request and shall be signed by the minor. Minors wishing to make such a request for nondisclosure should contact the building or program administrator for a nondisclosure form.

### **Tennessee 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 consequence 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.

ISD 917 has a comprehensive student records policy. Request for copies of the entire policy and questions should be addressed to: Superintendent of Schools, Intermediate School District 917, 1300 145th Street East, Rosemount, MN 55068-2999.

## **VISITORS**

### **Building Visitors**

All secondary program visitors must register in the DCALS office, Room 2-406 **before going to a class and/or workshop area.**

In order to enter the building or to remain on campus, you must:

1. Be enrolled as a secondary student, or be the parents/guardians of an actively enrolled student;
2. Be invited, or have permission from a school official, to be in the building;
3. Be attending a school district/college event or meeting, to which you, the public, or your family has been invited; or
4. Register at DCALS in Room 2-406; or DCALS North office

Individuals not complying with these procedures are trespassing and will be asked to leave the building and campus.

## **Student Program Visits**

Students not enrolled at DCALS/DCALS North who wish to visit a secondary program must:

1. Secure a DCALS visitor form, obtain forms from Enrollment Coordinator or Principal, Room 2-406;
2. Have a DCALS Instructor/Teacher select date for visit and sign the visitor form;
3. Get home school administrator's signature on the visitor form (**Tech**);
4. Have parent/guardian of visitor sign the visitor form;
5. Bring the completed form to DCALS on the date of the visit and;
6. Register as a school visitor;
7. Proceed to the program area.

Students not following this procedure will be referred to Principal and may be asked to leave. NOTE: Dakota County Area Learning School and DCALS North is not an appropriate setting for young children; therefore, outside arrangements for child care must be made prior to your visiting the DCALS and DCALS North campus.

## **WEAPONS POLICY** **CONCEAL AND CARRY LAW**

It is the policy of District 917 to maintain a positive, safe, secure learning and working environment. In striving to attain such an environment, the District takes the position of zero tolerance for weapons in our schools, except as specifically stated below. Zero tolerance means the District will view safety violations as very serious matters and will take all necessary and appropriate disciplinary steps. All weapons or instruments that have the appearance of a weapon are prohibited within all school environments and the school except for educational purposes as authorized in advance by the Secondary Principal or designee. School environments include, but are not limited to, District-owned buildings; school grounds; leased or rented facilities; school-sponsored activities; field trips; school vehicles and school buses/vans rented or owned; and school bus/van stops, any entrance or departure from school premises or events and all school related functions. Anyone found to be in possession of a weapon in any area defined in this policy, before, during or after school hours is subject to administrative and legal action.

### **Possession of a Firearm (or Explosive Device)**

Any person having a firearm (which includes explosive devices) on their person or in an area subject to their control in a school environment will be subject to the same procedures and consequences listed under the consequences and procedures for possession of a weapon. In addition, firearm possession will result in a school board determination that the student shall be expelled for the period of one year. The School Board will require expulsion if the parent waives their right to an expulsion hearing or if it is determined through an expulsion hearing that the student did in fact bring or possess a firearm in a school environment. The School Board has the option of modifying the student's expulsion on a case-by-case basis.

### **Student Reporting**

Students who see or become aware of a weapon at school must not touch it nor remain in the presence of a person or group if a weapon is present. Students must notify a staff person immediately for the safety of all concerned; students not following these steps are subject to disciplinary action up to and including expulsion.

### **Weapons**

The District takes a position of "Zero Tolerance" on the following objects:

- All firearms, whether loaded or unloaded, etc.;

- Other guns of all types including air guns, pellet, B-B, stun, look-alike, and non-functioning guns that could be used to threaten others, etc.;
- Knives, switchblades or automatically opening blades, daggers, swords, razors, etc.;
- Artificial knuckles or other objects designed to be worn over the fist or knuckles, etc.;
- Blackjacks, clubs, numchucks, throwing stars, etc.;
- Explosives;\*\*
- Poisons, chemicals, or substances capable of causing bodily harm;\*\*\*
- Bow and arrows, sling-shots, etc.;
- Any other device or instrument used to intimidate threaten or inflict harm;

\*For purposes of this policy, a firearm is defined under federal law at 18 U.S.C. 921. The definition includes (a) any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; (b) the frame or receiver of any such weapon; (c) any firearm muffler or firearm silencer; or (d) any destructive device (including any explosive, incendiary, poisonous gas, bomb, grenade, rocket, missile, device or any other device similar to the devices listed).

\*\*For purposes of this policy, an explosive is defined under federal law at 18 U.S.C. 844(j). This definition includes gun powders, powders used for blasting, all forms of high explosives, blasting materials, fuses (other than electrical circuit breakers), detonators, and other detonating agents, smokeless powders and any chemical compounds, mechanical mixture, or device that contains any oxidizing and combustible units, or other ingredients, in such proportions, quantities, or packing that ignition by fire, by friction, by concussion, by percussion, or by detonation of the compound, mixture, or device or any part thereof may cause an explosion.

\*\*\*Although tear gas compounds or other disabling compounds are considered potential weapons under this policy, parents/guardians of a student may make special arrangements with the Secondary Principal if a student feels he or she needs Mace or any other disabling compound for defensive purposes outside the school setting. Such arrangements shall be made in advance for the student to check the disabling compound into the school office. Employees may make special arrangements with their administrator.

### **Procedures and Consequences, Violation by Students**

The procedures and consequences for the offenses are:

- (a) Confiscation of the weapon (if it can be done safely) and notification of police and request assistance if needed;
- (b) Notification of the Superintendent or designee;
- (c) Holding an administrative conference with student(s), which will:
  - i. Inform the student of the policy provision that has been violated;
  - ii. Confront the student with the allegations;
  - iii. Provide an opportunity for the student to respond to the allegations; and  
(An administrative conference is not immediately required where the student presents an immediate and substantial danger to self or to surrounding persons or property.)
- (d) Notify the parent/guardian;
- (e) Initially, suspension from school for up to ten (10) days;
- (f) Recommendation to the Superintendent of expulsion or exclusion. The Superintendent will review the recommendations and, based upon factors including, but not limited to, the surrounding circumstances, student's discipline record, or presence or suspected

- presence of disability, will determine whether to forward the recommendation to the School Board for expulsion or exclusion proceedings; and
- (g) Referral to the criminal justice or juvenile delinquency system when appropriate.

#### **Violation by Other Youths and Adults, Including Employees**

- (a) Referral to police, and
- (b) Employees will also be subject to District investigation and application of relevant District personnel policies and disciplinary procedures.

#### **Administrative Discretion Regarding Possession**

- (a) K-12: A student who finds a weapon on the way to school, on school property, or in the school building and takes the weapon immediately to the administrator's office shall not be considered in possession of a weapon.

#### **Authorized Instructional and Work-Related Equipment and Tools**

While this policy represents a "Zero Tolerance" position on weapons and/or look-alike weapons, it is not meant to interfere with instruction or use of appropriate equipment and tools by employees and students. Such equipment, when properly used and stored, shall not be considered a weapon for purposes of this policy. However, when authorized instructional and work equipment and tools are used in a potentially dangerous or threatening manner, the guidelines and consequences of this policy will take effect.

#### **Exceptions**

This policy, pursuant to Minnesota Statutes, provides for the following exceptions:

- (a) Licensed peace officers, military personnel or students participating in military training, who are performing official duties;
- (b) School District-approved safety courses or activities conducted on school property;
- (c) School District-approved possession and use of dangerous weapons by a ceremonial color guard;
- (d) School District-approved gun or knife show held on school property;
- (e) School district-approved possession and use of starter guns for athletic contests;
- (f) Possession of dangerous weapons with prior written permission of the administrator in keeping with the terms of permission;

**Photo Media Release  
2014-2015**

Dakota County Area Learning School periodically uses slides, photographs and video tapes to present information to other persons about the DCALS Academic and/or Secondary Technical Center (**Tech**) programs. The photo and articles/information will be used to inform other students, parents and guardians, school personnel and the general public.

We are requesting your permission to use your student(s) photo and/or name. Before we can use the photo or student's name, your permission is required. If you consent, please complete this form and return it to the program teacher.

Dakota County Area Learning School Program:

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Program Instructor/Teacher:

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\*\*\*\*\*

I hereby authorize the Dakota County Area Learning School to use my student's name and/or photographs or videos for the purpose of providing information on Academic and/or Secondary Technical Center (**Tech**) programs to the public

I DO NOT grant permission to release photos

Student's Name: \_\_\_\_\_

Parent or Guardian Signature:

---

Date: \_\_\_\_\_

**INTERMEDIATE SCHOOL DISTRICT 917**

**DCALS and DCALS North**

**Computer, Network and Internet Rights and Responsibilities**

(Policy on Pages 7-8 of this Handbook)

**PERMISSION FORM**

**2014– 2015**

**Student Section**

I have read the Computer, Network and Internet guidelines as published in the student handbook. I understand that the use of the electronic networks and Internet are a privilege and must be done responsibly as detailed in the guidelines. Any violation of the guidelines is a violation of school policy and may constitute a violation of law. Should I commit any violation, my access privileges may be revoked, school disciplinary action may be taken and/or appropriate legal action may result.

**Student Name:** \_\_\_\_\_

**Student Signature:** \_\_\_\_\_

**Parent (s) or Guardian (s) Section**

I have read the Computer, Network and Internet guidelines as published in the student handbook and on the reverse side of this page. I understand that the network and Internet are provided to students for educational purposes and that I must give permission for my student to access the Network or Internet by signing below and returning this form.

The District has taken precautions to eliminate unacceptable material or communications and has informed students of their responsibility to access appropriate materials. However, I recognize that it is possible for students to access materials and communications that violate these guidelines. I understand that students violating these guidelines are subject to school disciplinary actions and possible referral to law enforcement agencies. I will not hold the district responsible for unacceptable materials acquired on the network or Internet.

**Parent/Guardian Name:** \_\_\_\_\_

**Parent/Guardian Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Dakota County Area Learning School**  
**“Home Of Career and Technical Education”**  
**Intermediate School District 917**  
**1300 145th Street East**  
**Rosemount, MN 55068**

**2014-2015 DCALS and DCALS North Student Handbook**

I have read the contents of the student handbook. I understand and agree to follow the rules of conduct identified for Intermediate School District 917 and Dakota County Area Learning School, and Dakota County Area Learning School North.

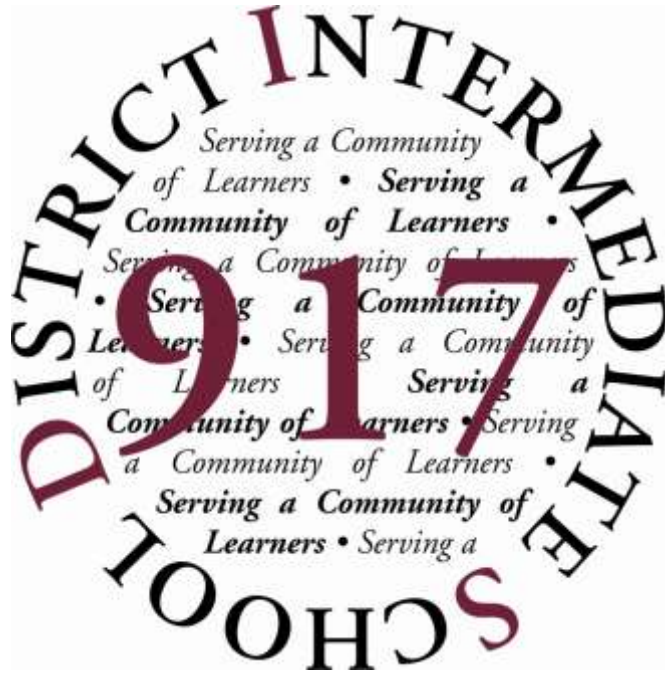
Print Name \_\_\_\_\_

Student Signature \_\_\_\_\_

Program (**Tech**) \_\_\_\_\_

Home High School (**Tech**) \_\_\_\_\_

Date \_\_\_\_\_



## Intermediate School District 917

### Parent/Guardian & Student Handbook Special Education Programs

2014-2015

1300 145<sup>th</sup> Street East • Rosemount, MN  
[www.isd917.k12.mn.us](http://www.isd917.k12.mn.us)



Dear Parents/Guardians and Students:

Welcome to Intermediate School District 917 Special Education Programs. This handbook will provide you with important information for the 2014-2015 school year. We encourage you to save it for future reference.

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

Intermediate School District 917 special education staff members look forward to working with you.

Sincerely,

Melissa Schaller  
Director of Special Education

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## **SPECIAL EDUCATION SERVICES OVERVIEW**

The mission of Intermediate School District 917 special education is to provide program options and other services to students with low-incidence disabilities referred by its member school districts.

These programs and services are offered because the member school districts desire comprehensive and efficient special education services that can be offered cooperatively under the direction of Intermediate School District 917.

### **Philosophy of Special Education:**

Whereas public education is a fundamental right of all children and youth, and whereas every person is entitled to an equal opportunity to obtain an education, the Intermediate School District 917 School Board upholds the following beliefs as a basis for program decisions:

- All students are to be valued equally.
- All students can learn, including students with disabilities.
- Individual student educational plans are to be developed through cooperation among providing district staff. These individual educational plans shall portray a comprehensive and accurate view of a student and his or her abilities and needs, including transitional issues important to settings that the student will experience after school graduation, as well as needs for an extended school year.
- Students with disabilities must be served in an environment appropriate to their educational needs. Intermediate School District 917 believes that providing services to students with disabilities in integrated settings is determined by individual student needs, and should be practiced and encouraged when that setting will foster appropriate educational growth.
- Educators from the providing school districts and Intermediate School District 917 must cooperate with each other and other human service agencies in order to achieve comprehensive student-centered services.
- Because the school district in which the student resides is legally responsible for the special education services provided to the student, Intermediate School District 917 must also be responsive to the expectations of the providing school district.

## SPECIAL EDUCATION PROGRAMS AND SERVICES

**ANTHONY LOUIS CENTER** Anthony Louis Center is a chemical dependency day treatment program operated by On-Belay Minnesota, Inc. Intermediate School District 917 provides the general and special education components for the students enrolled in the program. Course offerings include English, math, social studies, and science.

**DAKOTA ALTERNATIVE LEARNING SCHOOL (DCALS) and (DCALS-North)** Special education services are provided to students enrolled in DCALS as determined by students' individualized education plans.

**DAKOTA ALTERNATIVE FOR SEVERELY HANDICAPPED (DASH)** The 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. A full range of related services including speech/language, adapted physical education, occupational and physical therapy as well as other specialists are available, as determined by the IEP team. In this setting, students also utilize assistive technology to support their IEP goals. The current DASH Program sites include Henry Sibley High School in Mendota Heights, Lakeville North High School in Lakeville and three Hastings locations, Christa McAuliffe Elementary, Hastings Middle School and Hastings High School.

**DEAF AND HARD OF HEARING ITINERANT (D/HH)** Intermediate School District 917 provides a variety of services for deaf and hard of hearing students. In the itinerant program, services are delivered to students and families in their home school districts and ISD 917 site-based programs, and are either provided in the school and/or in the home setting. Teachers of the deaf and hard of hearing also provide support and in-service to general education teachers and other related personnel. Related services such as audiology, interpreting/transliterating, tutoring, and note-taking are also available to students as needed. If a student who is deaf or hard of hearing needs alternative or more intensive services than can be provided in an itinerant model, a resource program is available at the preschool, elementary, and secondary levels.

**DEAF AND HARD OF HEARING RESOURCE (D/HH)** Center-based programs are available for deaf and hard of hearing students at the preschool, elementary, and secondary levels. In general, students who attend the center-based resource program receive a significant portion of their academic instruction by a teacher of the deaf and hard of hearing in a self-contained classroom. The languages of instruction used include American Sign Language and English via cued and spoken English, the exposure to one or both being determined by a child's IEP team. Students participate in general education classes as appropriate. Support services in the areas of speech and language, audiology, and interpreting/transliterating are available as needed.

**INTRA-DAKOTA EDUCATIONAL ALTERNATIVE (IDEA)** The IDEA Program stresses academics with the major emphasis on helping each student develop appropriate classroom behaviors and skills which will allow him/her to function in a general classroom setting. The student typically begins the IDEA Program on a full-day basis and as he/she progresses, the student spends more time in the home school setting. Student progress is monitored and assisted by a close working relationship with the student's home school district staff, the student's parents, and the student. There are also transition activities available for high school-aged students. School psychological and social work services are available for all students

enrolled in the IDEA Program. Other related services are available according to a student's needs. The IDEA Program's largest school setting is at Alliance Education Center in Rosemount. In addition, high school satellite classrooms are offered at Cedar School located in Eagan.

**JUVENILE SERVICES CENTER (NEW CHANCE and RIVERSIDE SCHOOL)** These programs provide educational support to Dakota County Corrections and the Juvenile Services Center. Youth offenders are court ordered to attend and will be provided with appropriate educational services. Educational services will include educational screening and implementation of special educational plans. High school courses leading toward graduation and transition services for students returning to home schools or other settings are features of the program.

**OPTIONS** Options is a day treatment program for mental health and chemical dependency operated by Community Drug & Alcohol Services, Inc. Intermediate School District 917 provides the general and special education components for the students enrolled in the program. Course offerings include English, math, social studies, and science.

**PHYSICAL & HEALTH DISABILITIES (PHD)** Intermediate School District 917 provides teachers for students with physical and health disabilities to serve students in general education settings. The teachers consult with the student's general education teacher(s) and other related personnel serving the student to help provide modifications to the education environment, instructional techniques, and curriculum used with the student. Services provided include assessment, monitoring, in-service training to staff, adaptation of materials, and training to students in the areas of assistive technology, work completion, and organizational skills.

**PHYSICAL THERAPY (PT)** Intermediate School District 917 employs physical therapists to serve students in their school and early childhood home settings. Although a physician's prescription is needed, the purpose of physical therapy is to support the student's education program. The physical therapist works closely with instructional and other related service personnel in the student's school in helping to implement the student's special education program.

**PROGRAM ALTERNATIVE FOR COMMUNICATION EDUCATION AND SOCIALIZATION (PACES)** The PACES Program is designed to meet the needs of students who present with deficits related to their Autism Spectrum Disorders (ASD), and related neurobiological disorders. The program addresses the educational and environmental needs through a highly structured environment with a low student/staff ratio. A focus of the program is to develop positive social skills and strategies for interacting in the school and community setting. This includes identifying and implementing tools and strategies to address sensory needs. The curriculum emphasizes the development of functional skills and academics, communication and social skills, daily living/life skills, vocational preparation, recreation and leisure. The current PACES program sites include Meadowview Elementary and Boeckman Middle Schools in Farmington, Lakeville North High School in Lakeville and at the East Valley Plaza in Apple Valley.

**STUDENTS WITH UNIQUE NEEDS (SUN)** This program provides services to students with unique needs who require a low staff-to-student ratio. Classrooms are located at Alliance Education Center in Rosemount, and at Cedar School in Eagan. The SUN Program offers students the opportunity to work on academics as well as functional, transition, and social skills. There are two different classroom models to address the varying levels of student need. One model is a small group of six students served by a team of 1 teacher with three paras. The other model is our individualized setting serving six students each with their own office space as well as a space for group work. The group is served by a teacher and six paras. The SUN

Program also works in cooperation with various public and private agencies to meet students' individual needs.

**THERAPEUTIC EDUCATION ALTERNATIVE (TEA)** The Therapeutic Education Alternative (TEA) Program serves students from grades K-12 who have complex educational, mental health, and behavioral needs. The principle behind the program is to integrate mental health and educational programming into the entire school day. The service model focuses on attachment and relationship to assist with co-regulation. Students coming to the TEA program need to have a diagnostic assessment completed by a mental health professional prior to intake. Students in the TEA program receive individualized educational services as well as direct mental health services daily. There are two different classroom models to address the varying levels of student need. One model is a small group setting of approximately eight students served by a team consisting of the teacher, mental health practitioner and two paraprofessionals. The other model is an individualized setting serving six students, each with their own office space as well as a space for group work. The group is served by a team consisting of a teacher, mental health practitioner, and six paraprofessionals. Students receive their education from a special education teacher and their mental health services from a mental health practitioner. All the staff at the TEA program (teachers, paraprofessionals and mental health practitioners) work toward helping the students progress in both areas. Related services of DAPE, speech, and occupational therapy, are also provided. This program is located at the Apple Valley Campus in the Apple Valley Business Center.

**TRANSITION EDUCATION SERVICE ALTERNATIVE (TESA)** The TESA Program is located at the Dakota County Technical College in Rosemount and addresses the transition needs of young adults ages 18-21, in the areas of independent living, employment and post secondary training and education. Staff, students, families, and community providers work together to identify the student's unique strengths, interests and learning styles 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 community resources, 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.

**VISUALLY IMPAIRED ITINERANT (VI)** Services are provided to blind and visually impaired students in their local districts and ISD 917 site-based programs. Vision teachers work directly with students, and also provide consultative services to parents, teachers and other related personnel. Services provided include assessment, monitoring, in-service training to staff, adaptation of materials, training students in the use of low-vision aids, Braille and orientation and mobility training. The primary goal of the vision teacher is to help the student develop adaptive skills which will allow the student to function independently in and out of the school setting.

**YOUTH TRANSITION PROGRAM (YTP)** YTP is a mental health day treatment program operated by Life Span, Inc. Intermediate School District 917 provides the general and special education components for each student enrolled in the program. Course offerings include: English, mathematics, social studies and science.

**PROGRAM LOCATIONS AND SCHOOL TIMES****Alliance Education Center (IDEA & SUN)**

14300 Biscayne Avenue West  
 Rosemount, MN 55068  
 Main Office: 651-423-8100  
 Fax: 651-423-8120  
 Attendance Line: 651-423-8100  
 School Hours: 7:45-2:05

**Anthony Louis Center**

1517 Highway 13 E  
 Burnsville, MN 55337  
 Office: 952-890-8879  
 Fax: 952-890-8920  
 School Hours: 8:00-12:00

**Apple Valley (TEA)**

6950 West 146th Street, Suite 114  
 Apple Valley, MN 55124  
 Main Office: 952-431-4062  
 Fax: 952-431-4063  
 School Hours: 7:50-2:10

**Boeckman Middle School (PACES)**

800 Denmark Avenue  
 Farmington, MN 55024-9002  
 Rm. 309: 651-460-1462  
 Rm. 401: 651-460-1438  
 Main Office: 651-460-1401  
 Fax: 651-460-1410  
 School Hours: 7:35-2:25

**Cedar School (IDEA & SUN)**

2140 Diffley Road  
 Eagan, MN 55122  
 Main Office: 952-707-4000  
 Fax: 952-707-4002  
 School Hours: 7:50-2:10

**Century Middle School (D/HH Resource)**

18610 Ipava Avenue  
 Lakeville MN 55044  
 Main Office: 952-232-2300  
 Fax: 952-469-6103  
 Rm. 160-3: 952-232-2315  
 School Hours: 7:24-2:00

**Christa McAuliffe Elementary (DASH)**

1601 West 12<sup>th</sup> Street  
 Hastings, MN 55033  
 Rm. 117: 651-480-7406  
 Main Office: 651-480-7390  
 Fax: 651-480-7392  
 School Hours: 8:45-3:25

**Dakota County Technical College  
(TESA, DCALS)**

1300 145<sup>th</sup> Street East  
 Rosemount, MN 55068  
 Main Office: 651-423-8401  
 Fax: 651-423-8776  
 School Hours: 7:50-2:20

**Dakota Alternative Learning School-  
North (DCALS-North)**

150 East Marie Avenue  
 West St. Paul, MN 55118  
 Main Office: 651-332-5570  
 Fax: 651-332-5572  
 School Hours: 7:45-2:35

**Diamondhead Education Center (D/HH  
Preschool)**

202 W Burnsville Parkway  
 Burnsville, MN 55337  
 Rms. 8, 12  
 Main Office: 952-895-6610  
 Fax: 952-707-6262  
 School Hours: 9:00-1:45

**Gideon Pond Elementary (D/HH)**

613 East 130th Street  
 Burnsville, MN 55337  
 Rms. 105, 105A, 106, 205, 205A, 206, 206A  
 Main Office: 952-707-3090  
 Fax: 952-707-3096  
 School Hours: 8:30-2:55

**Hastings High School (DASH)**

200 General Sieben Drive  
 Hastings, MN 55033  
 Rm. B119: 651-480-7521  
 Main Office: 651-480-7470  
 Fax: 651-480-7472  
 School Hours: 7:30-2:20

**Hastings Middle School (DASH)**

1000 West 11th  
Hastings, MN 55033  
Rm.116: 651-480-7092  
Main Office: 651-480-7060  
Fax: 651-480-7064  
School Hours: 7:55-2:50

**Henry Sibley High School (DASH)**

1897 Delaware Avenue  
Mendota Heights, MN 55118  
Rm. 119: 651-403-7345  
Main Office: 651-403-7100  
Fax: 651-403-7110  
School Hours: 8:30-3:04

**Juvenile Services Center**

(New Chance & Riverside)  
1600 Highway 55 West  
Hastings, MN 55033  
Main Office: 651-438-4980  
Fax: 651-438-4985

**Lakeville North High School  
(DASH & PACES)**

19600 Ipava Avenue West  
Lakeville, MN 55044  
Rm. 243: 952-232-3756 (DASH)  
Rm. 245: 952-232-3758 (DASH)  
Rm. 223: 952-232-3746 (PACES)  
Main Office: 952-232-3600  
Fax: 952-469-3367  
School Hours: 8:02-2:37

**Meadowview Elementary (PACES)**

6100 195<sup>th</sup> Street West  
Farmington, MN 55024-9614  
Rm. 1-6: 651-460-3116  
Main Office: 651-460-3100  
Fax: 651-460-3110  
School Hours: 9:00-3:30

**Options**

13-18 year old program  
151 W Burnsville Parkway, Suite 100  
Burnsville, MN 55337  
Office: 952-564-3000  
Fax: 952-847-4966  
School Hours: 8:00-3:30

**Youth Transition Program (YTP)**

12425 River Ridge Boulevard, Suite 200  
Burnsville, MN 55337  
Main Office: 651-438-4980  
Fax: 651-438-4985  
School Hours: 8:00-2:00

**Lakeville Elementary PACES TBD????**

XXXXXXXXXXXXXXXXXXXXXX,  
Lakeville, MN ??????  
Rm.  
Main Office: 651-438-4980  
Fax: 651-438-4985  
School Hours: 8:00-2:00

## **SPECIAL EDUCATION ADMINISTRATION**

### **Melissa Schaller, Director of Special Education**

Dakota County Technical College  
1300 East 145<sup>th</sup> Street  
Rosemount, Minnesota 55068  
Phone: 651/423-8204 Fax: 651/423-8776  
Email: melissa.schaller@isd917.k12.mn.us

### **Don Budach, Assistant Director/Principal-DASH, PACES, TESA, AT, OT, SLP, DCALS & DAPE**

Dakota County Technical College  
1300 East 145<sup>th</sup> Street  
Rosemount, Minnesota 55068  
Phone: 651/423-8426 Fax: 651/423-8052  
Email: don.budach@isd917.k12.mn.us

### **Jennifer Hetland, Assistant Director/Principal-AEC, Anthony Lewis, Options JSC & YTP**

Alliance Education Center  
14300 Biscayne Avenue  
Rosemount, Minnesota 55068  
Phone: 651/423-8150 Fax: 651/423-8120  
Email: jennifer.hetland@isd917.k12.mn.us

### **Kitri Larson Kylo, Assistant Director/Principal-Audiology, Deaf/Hard of Hearing, Interpreters, Physical & Health Disabilities, Physical Therapy & Visually Impaired**

Gideon Pond Elementary School  
613 East 130<sup>th</sup> Street  
Burnsville, Minnesota 55337  
Phone: 952/707-3091 Fax: 952/707-3096  
Email: kitri.kylo@isd917.k12.mn.us

### **Dave Stoll, Assistant Director/Principal-Satellites IDEA, SUN, & TEA**

Cedar School  
2140 Diffley Road  
Eagan, Minnesota 55122  
Phone: 952/707-4075 Fax: 952/707-4002  
Email: david.stoll@isd917.k12.mn.us

**DISTRICT CALENDARS**  
**INTERMEDIATE SCHOOL DISTRICT 917**  
**2014 - 2015 SCHOOL YEAR**

<b>Date</b>	<b>Note</b>
September 2, 2014	First Day for Students
October 16 - 17, 2014	Minnesota Education Convention <i>No School</i>
November 3, 2014	Teacher In-Service Day/Conferences <i>No School</i>
November 27 – 28, 2014	Thanksgiving Break <i>No School</i>
December 24, 2014 - January 2, 2015	Winter Break <i>No School</i>
January 19, 2015	<i>Teacher In-Service Day</i> <i>No School</i>
February 12 - 13, 2015	Teacher In-Service Day <i>No School</i>
February 16, 2015	President's Day <i>No School</i>
March 27, 2015	Teacher In-Service Day <i>No School DCALS/DCALS North students only</i>
March 30 – April 3, 2015	Spring Break <i>No School</i>
April 10, 2015	Teacher In-Service Day/Conferences <i>No School Special Ed. Students</i>
May 25, 2015	Memorial Day <i>No School</i>
June 5, 2015	Last Student Day

The Intermediate School District 917 TEA/Apple Valley, IDEA & SUN Cedar School, IDEA & SUN/AEC, TESA/DCTC, JSC, Anthony Louis Center, Options and YTP follow this calendar.

**SPECIAL SCHOOL DISTRICT 6, SOUTH ST. PAUL  
2014- 2015 SCHOOL YEAR**

<b>Date</b>	<b>Note</b>
September 2, 2014	First Day for Students <i>Grades 1 - 12</i>
September 8, 2014	First Day for Students <i>Kindergarten</i>
October 16 - 17, 2014	Minnesota Education Convention <i>No School</i>
October 31, 2014	Staff Development <i>No School – K – 8 Only</i>
November 21, 2014	Conferences <i>No School</i>
November 27 – 28, 2014	Thanksgiving Break <i>No School</i>
December 22, 2014 - January 2, 2015	Winter Break <i>No School</i>
January 19, 2015	Martin Luther King, Jr. Day <i>No School</i>
January 23, 2015	Staff Development <i>No School</i>
February 16, 2015	President's Day <i>No School</i>
February 27, 2015	Staff Development <i>No School</i>
March 20, 2015	Elementary and Middle School Conferences <i>No School for K – 8 Only</i>
March 30 – April 3, 2015	Spring Break <i>No School</i>
April 17, 2015	Staff Development <i>No School</i>
May 25, 2015	Memorial Day <i>No School</i>
June 9, 2015	Last Student Day/Graduation

**INDEPENDENT SCHOOL DISTRICT 191, BURNSVILLE-EAGAN-SAVAGE  
2014 - 2015 SCHOOL YEAR**

<b>Date</b>	<b>Note</b>
September 3, 2014	First Day for Grades 1-10 (except at Nicollet)
September 4, 2014	First Day for Students in Grades: 11 <sup>th</sup> & 12 <sup>th</sup> at Burnsville High School 8 <sup>th</sup> & 9 <sup>th</sup> at Nicollet Junior High
September 5, 2014	First Day for Students in Kindergarten
October 13, 2014	Professional Day for Staff <i>No School</i>
October 14 – 15, 2014	Parent/Teacher Conferences <i>No School</i>
October 16 – 17, 2014	Minnesota Education Convention <i>No School</i>
November 26, 2014	Professional Day <i>No School</i>
November 27 – 28, 2014	Thanksgiving Break <i>No School</i>
December 24, 2014 – January 2, 2015	Winter Break <i>No School</i>
January 19, 2015	Martin Luther King, Jr. Day <i>No School</i>
February 16, 2015	President's Day <i>No School</i>
March 18, 2015	Professional Day for Staff <i>No School</i>
March 19 - 20, 2015	Parent/Teacher Conferences <i>No School</i>
March 23 – 27, 2015	Spring Break <i>No School</i>
April 3, 2015	Holiday <i>No School</i>
May 25, 2015	Memorial Day <i>No School</i>
June 4, 2015	Last Student Day

The Intermediate School District 917 D/HH Pre-school Program/DEC and D/HH Resource Program/Gideon Pond Elementary Programs follow this calendar.

**INDEPENDENT SCHOOL DISTRICT 192, FARMINGTON  
2014 - 2015 SCHOOL YEAR**

<b>Date</b>	<b>Note</b>
September 2, 2014	First Day for Students
October 9, 2014	2 Hour Early Release <i>All Schools</i>
October 16 – 17, 2014	Minnesota Education Conference <i>No School</i>
November 26 – 28, 2014	Thanksgiving Break <i>No School</i>
December 1, 2014	Staff Development <i>No School</i>
December 24, 2014 – January 2, 2015	Winter Break <i>No School</i>
January 19, 2015	Martin Luther King, Jr. Day <i>No School</i>
January 22, 2015	Early Release <i>High School Only</i>
January 26, 2015	Staff Development <i>No School</i>
February 16, 2015	President's Day <i>No School</i>
March 5, 2015	Early Release <i>Elementary &amp; Middle School Only</i>
March 9, 2015	Staff Development <i>No School</i>
March 30 – April 3, 2015	Spring Break <i>No School</i>
May 25, 2015	Memorial Day <i>No School</i>
June 2, 2015	Last Student Day <i>Elementary Only</i>
June 4, 2015	Last Student Day/Early Release <i>Middle &amp; High School Only</i>

Intermediate School District 917 PACES/Meadowview Elementary and Boeckman Middle School follow this calendar.

**INDEPENDENT SCHOOL DISTRICT 194, LAKEVILLE  
2014 - 2015 SCHOOL YEAR**

<b>Date</b>	<b>Note</b>
September 2, 2014	First Day for Students <i>Grades 1 - 12</i>
September 3, 2014	First Day for Students <i>Kindergarten</i>
October 8, 2014	Early Dismissal
October 16 – 17, 2014	Minnesota Education Convention <i>No School</i>
November 7, 2014	Teacher In-service/Workshop <i>No School</i>
November 26 - 28, 2014	Thanksgiving Break <i>No School</i>
December 3, 2014	Late Start
December 24, 2014– January 2, 2015	Winter Break <i>No School</i>
January 19, 2015	Martin Luther King, Jr. Day <i>No School</i>
January 23, 2015	Teacher In-service/Workshop <i>No School</i>
February 4, 2015	Early Dismissal
February 16, 2015	President's Day <i>No School</i>
March 4, 2015	Late Start
March 27, 2015	Teacher In-service/Workshop <i>No School</i>
March 30 – April 3, 2015	Spring Break <i>No School</i>
April 17, 2015	Holiday <i>No School</i>
May 25, 2015	Memorial Day <i>No School</i>
June 4, 2015	Last Student Day

Intermediate School District 917 D/HH Resource Program/Century Middle School, DASH and PACES Lakeville North High School will follow this calendar.

**INDEPENDENT SCHOOL DISTRICT 195, RANDOLPH  
2014 - 2015 SCHOOL YEAR**

<b>Date</b>	<b>Note</b>
September 2, 2014	First Day for Students
October 16 – 17, 2014	Minnesota Education <i>No School</i>
November 7, 2014	Parent Conferences <i>Early Dismissal at 12:30 pm</i>
November 26 – 28, 2014	Thanksgiving Break <i>No School</i>
December 22, 2014 – January 2, 2015	Winter Break <i>No School</i>
January 19, 2015	Martin Luther King, Jr. Day/Teacher Workshop <i>No School</i>
January 26, 2015	Teacher Workshop/In-service <i>No School</i>
February 16, 2015	President's Day <i>No School</i>
February 27, 2015	Conferences/Teachers' Workshop/In-service <i>No School</i>
March 20, 2015	Teacher In-Service <i>No School</i>
April 2, 2015	Teacher In-service <i>No School</i>
April 3 – 6, 2015	Spring Break <i>No School</i>
May 25, 2015	Memorial Day <i>No School</i>
June 5, 2015	Last Student Day

**INDEPENDENT SCHOOL DISTRICT 197, EAGAN-MENDOTA HEIGHTS-WEST ST. PAUL  
2014 – 2015 SCHOOL YEAR**

<b>Date</b>	<b>Note</b>
September 2, 2014	First Day for Students
September 26, 2014	Staff Development <i>No School</i>
October 15, 2014	Staff Development <i>No School</i>
October 16 – 17, 2014	Minnesota Education Convention <i>No School</i>
November 7, 2014	End of Quarter 1 <i>No School</i>
November 26, 2014	Conference Comp Day <i>No School</i>
November 27 – 28, 2014	Thanksgiving Break <i>No School</i>
December 22, 2014–January 2, 2015	Winter Break <i>No School</i>
January 19, 2015	Martin Luther King, Jr. Day <i>No School</i>
January 23, 2015	End Of Quarter 2 <i>No School</i>
February 13, 2015	Staff Development <i>No School</i>
February 16, 2015	President's Day <i>No School</i>
March 27, 2015	End Of Quarter 3 <i>No School</i>
March 30 – April 3, 2015	Spring Break <i>No School</i>
April 6, 2015	<i>Conference Comp Day</i> <i>No School</i>
May 1, 2015	Staff Development <i>No School</i>
May 25, 2015	Memorial Day <i>No School</i>
June 9, 2015	Last Student Day

Intermediate School District 917 DASH/Henry Sibley High School follow this calendar.

**INDEPENDENT SCHOOL DISTRICT 199, INVER GROVE HEIGHTS  
2014 - 2015 SCHOOL YEAR**

<b>Date</b>	<b>Note</b>
September 2, 2014	First Day for Students
October 15, 2014	Parent/Teacher Conferences <i>No School</i>
October 16 – 17, 2014	Minnesota Education Convention <i>No School</i>
November 26, 2014	Staff Workshop <i>No School</i>
November 27 – 28, 2014	Thanksgiving Break <i>No School</i>
December 24, 2014 – January 2, 2015	Winter Break <i>No School</i>
January 16, 2015	Early Release
January 19, 2015	Martin Luther King, Jr. Day <i>No School</i>
January 23, 2015	Parent/Teacher Conferences <i>No School for K-5 Only</i>
February 13, 2015	Early Release
February 16, 2015	President's Day <i>No School</i>
March 6, 2015	Staff Workshop <i>No School</i>
March 27, 2015	Early Release
March 30 – April 3, 2015	Spring Break <i>No School</i>
April 24, 2015	Parent/Teacher Conferences <i>No School for 6-12 Only</i>
May 22, 2015	Early Release
May 25, 2015	Memorial Day <i>No School</i>
June 4, 2015	Last Student Day

**INDEPENDENT SCHOOL DISTRICT 200, HASTINGS  
2014 - 2015 SCHOOL YEAR**

<b>Date</b>	<b>Note</b>
September 2, 2014	First Day of School - <i>Grades 1 – 5 &amp; 9</i>
September 3, 2014	First Day of School - <i>Grades 6 - 8 &amp; 10 -12, &amp; Kindergarten</i>
October 15, 2014	Elem. & MS Conferences/HS Workshop <i>No School</i>
October 16 – 17, 2014	Minnesota Education Convention <i>No School</i>
November 7, 2014	HS Conferences/Elem & MS Workshop <i>No School</i>
November 27 - 28, 2014	Thanksgiving Break <i>No School</i>
December 24, 2014 – January 2, 2015	Winter Break <i>No School</i>
January 19, 2015	Martin Luther King, Jr./Staff Development <i>No School</i>
January 23, 2015	Elem. & MS Conferences/HS Workshop <i>No School</i>
February 16, 2015	President’s Day <i>No School</i>
March 5, 2015	Staff Development <i>Early Release</i>
March 6, 2015	HS Conferences/ Elem. & MS Workshop <i>No School</i>
March 16 – 20, 2015	Spring Break <i>No School</i>
April 2, 2015	Staff Development <i>Early Release</i>
April 3, 2015	Holiday <i>No School</i>
May 15, 2015	Staff Development <i>Early Release</i>
May 25, 2015	Memorial Day <i>No School</i>
June 4, 2015	Last Day of School

Intermediate School District 917 DASH/Christa McAuliffe Elementary, Hastings Middle School and Hastings High School follow this calendar.

**INDEPENDENT SCHOOL DISTRICT 271, BLOOMINGTON  
2014 - 2015 SCHOOL YEAR**

<b>Date</b>	<b>Note</b>
September 2, 2014	First Day of School
September 2, 2014	Modified Schedule for Kindergarten
October 15, 2014	Staff Development <i>No School</i>
October 16 – 17, 2014	Minnesota Education Convention <i>No School</i>
November 24 - 25, 2014	Parent/Teacher Conferences <i>No School</i>
November 26 – 28, 2014	Thanksgiving Break <i>No School</i>
December 2, 2013	Parent/Teacher Conferences K - 12 <i>No School</i>
December 22, 2014 – January 2, 2015	Winter Break <i>No School</i>
January 19, 2015	Martin Luther King, Jr. Day <i>No School</i>
January 26, 2015	Staff Development <i>No School</i>
February 16, 2015	President’s Day <i>No School</i>
March 6 , 2015	Parent Teacher Conferences K-12 <i>No School</i>
March 9, 2015	Parent/Teacher Conferences K - 12 <i>No School</i>
March 30 – April 3, 2015	Spring Break <i>No School</i>
May 25, 2015	Memorial Day <i>No School</i>
June 3, 2015	Last Student Day

## 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.

**If Your Student Attends:**

**School Is Closed When:**

DEC DHH Preschool  
Gideon Pond Elementary

Independent School District 191,  
Burnsville-Eagan-Savage is closed

Boeckman Middle School  
Meadowview Elementary

Independent School District 192,  
Farmington is closed

Christa McAuliffe Elementary School  
Hastings High School  
Hastings Middle School

Independent School District 200,  
Hastings is closed

Henry Sibley High School

Independent School District 197,  
West St. Paul-Mendota Heights-Eagan is closed

Alliance Education Center  
\*Anthony Louis Center  
Apple Valley - TEA  
Cedar School – IDEA & SUN  
Dakota County Technical College -  
DCALS, DCALS - N & TESA  
JSC/New Chance and Riverside  
Options  
YTP

Intermediate School District 917 is closed

Dakota County Technical College -  
DCALS & TESA

Dakota County Technical College is closed

Century Middle School  
Lakeville North High School  
Lakeville Elementary School???

Independent School District 194,  
Lakeville is closed

\*Counseling still in operation if school closes at the Anthony Louis Center

## DISTRICT LUNCH PRICES

The information reported is as accurate as possible. If you have any questions regarding breakfast, free or reduced lunch, or the lunch program, you may call the respective schools where your child is enrolled.

### **Independent School District 191, Burnsville-Eagan-Savage**

Breakfast	\$1.40
Elementary Lunch	\$2.35?
Secondary Lunch	\$2.50
Milk	\$0.45
Adult	\$3.60

### **Independent School District 192, Farmington**

Breakfast	\$1.30
Elementary Lunch	\$2.35?
Secondary Lunch	\$2.65
Milk	\$0.40
Adult	\$3.10
Reduced	\$0.40

(Free or reduced no charge for breakfast)

### **Independent School District 194, Lakeville**

Breakfast	\$1.50
Elementary Lunch	\$2.25?
Middle School Lunch	\$2.35?
High School Lunch	\$2.40
Milk	\$0.45
Adult	\$3.50

### **Independent School District 197, Eagan-Mendota Heights-West St. Paul**

Breakfast	\$1.85
Elementary Lunch	\$2.30?
Jr. & Sr. High Lunch	\$2.80
Milk	\$0.50
Adult	\$3.80
Reduced	\$0.40

### **Independent School District 199, Inver Grove Heights**

Breakfast	\$1.10
Elementary Lunch	\$1.80?
Middle School Lunch	\$1.90?
High School Lunch	\$1.95
Milk	\$0.35
Adult	\$3.40

### **Independent School District 200, Hastings**

Breakfast	\$1.25
Elementary Lunch	\$2.30?
Middle School Lunch	\$2.45?
High School Lunch	\$2.70
Milk	\$0.45
Adult	\$3.50

### **Alliance Education Center**

Breakfast	\$1.50
K-12 Lunch	\$2.55
Milk	\$0.45
Adult	\$4.60
Reduced	\$0.40

### **Dakota County Technical College**

TESA & DCALS	
K-12 Lunch	\$2.55
Milk	\$0.45
Adult	\$4.60
Reduced	\$0.40

### **TEA–Apple Valley**

K-12 Lunch	\$2.55
Milk	\$0.45
Adult	\$4.60
Reduced	\$0.40

### **IDEA/SUN–Cedar School**

Breakfast	\$1.40
Elementary Lunch	\$2.35?
Secondary Lunch	\$2.50
Milk	\$0.45
Adult	\$3.60

### DISTRICT TRANSPORTATION

Home 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	Contact Numbers
Independent School District 6, South St. Paul	Transportation: 651-451-1375 Special Education: 651-457-9496
Independent School District 191, Burnsville-Eagan-Savage	Transportation: 952-707-2069 Special Education: 952-707-2082
Independent School District 192, Farmington	Transportation: 651-463-8689 Special Education: 651-463-5023
Independent School District 194, Lakeville	Transportation: 952-985-7513 Special Education: 952-232-2011
Independent School District 195, Randolph	Transportation: 507-263-2151 Special Education: 507-645-4773
Independent School District 196, Apple Valley-Eagan-Rosemount	Transportation: 651-423-7863 Special Education: 651-423-7631
Independent School District 197, Eagan-Mendota Heights-West St. Paul	Transportation: 651-403-8320 Special Education: 651-403-7011
Independent School District 199, Inver Grove Heights	Transportation: 651-306-7095 Special Education: 651-306-7821
Independent School District 200, Hastings	Transportation: 651-437-1888 Special Education: 651-480-7019
Independent School District 271, Bloomington	Transportation: : 952-681-6508 Special Education: 952-681-6504

## **GENERAL INFORMATION**

### **ABSENCES**

If you are keeping your child home due to illness or any other reason, call the school or his or her IEP manager each morning as well as the transportation company.

### **ALLERGENS AND CHEMICAL SENSITIVITY**

Exposure to fragrances and scents can cause some people to experience upper respiratory irritation, asthma, headaches and other symptoms. Because of this, ISD 917 requests that all classrooms and spaces used by ISD 197 staff and students remain free of chemical-based scented products. Specific points to this request include:

- Use non-scented body products (e.g. lotion, hair spray).
- Refrain from use of optional items in office areas that give off chemical based scents (e.g. air-fresheners, potpourri).
- Air-out recently dry-cleaned clothing before wearing.
- Use least toxic cleaning products, disinfectants, and paints that are commercially available. Store these products in tightly closed areas away from “traffic” areas.

These guidelines are not a “ban” on scented products, but a request to voluntarily refrain from chemical-based scented products so that chemical barriers will not prevent access for people with chemical sensitivities. These guidelines are voluntary, so its enforcement relies on good will of staff and students. However, it is hoped that people will come to understand that scented products are, by their very nature, shared, hence not “personal”.

Additionally, sensitivity to other products may exist that could potentially be life threatening – including latex containing products (inflated non-mylar balloons and other latex containing products). Due to the latex dust particles (especially from stretchable latex products, it is recommended that latex products not be used in our classroom spaces.

Food items that can be of concern for individuals with potentially life threatening conditions include: peanuts or other nut allergy, when eaten or when breathed in. Because of this, packaged nut products are not recommended to be served in common eating areas.

### **ATTENDANCE**

Regular attendance is important to school success. It is expected that a student's attendance will be regular and he or she will be on time unless prevented by illness, religious observance, family emergency (please call the school), or severe weather. An explanation by phone message or note from the parent/guardian is required when a student is tardy or absent. A phone or email message the morning (before the start of the school day) of the absence/tardy is preferred. This lets the school staff know that parents/guardians are aware of the tardiness or absence of the student. The following information should be given: date, student name, homeroom number or teacher, and reason for the absence/tardy. If the student will be tardy, please indicate approximate time s/he will be arriving and if they will need a school lunch ordered.

### **COMMUNITY FIELD TRIPS**

During the school year student trips are planned to different locations in the community to enhance educational programming. There may be a charge for these trips depending on the activity. Intermediate School District 917 will provide the transportation. Permission slips are sent home with a student before any trip is taken. Cooperation in returning the signed slip

promptly is appreciated. Students will not be allowed to participate in a field trip unless a permission slip has been signed and emergency health forms have been completed and are on file at the school.

### **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.

### **DRESS CODE**

Since we believe that school is the student's place of work and that his/her 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 and sex of the student. Pants, skirts and shorts cannot be worn below the top of the hips. Wallet chains and similar accessories are also not 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 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 may not be worn indoors during the school day. If a student feels cold indoors, s/he should bring a sweater to school.

**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.

**EMERGENCY INFORMATION**

All students are required to have up-to-date health and emergency information on file at school. This is to include the emergency telephone number where an adult can be reached during the school day. Parents/guardians will also be asked by their transportation office to provide emergency information that will be kept on the school bus. It is also important that parents establish an emergency plan for their child in case school is released because of severe weather conditions or other emergencies. The child should have a person in the neighborhood designated to supervise him/her if he/she cannot get into the house.

**EXCUSING STUDENTS FROM SCHOOL**

Requests to excuse a student from school for an extended period (more than a day or two) should be made in advance and in writing. These requests require the approval of the teacher(s) and the program administrator. All other absences (full or partial day) should be handled as noted under the "Attendance" section. 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, he/she must report to the office and have a parent/guardian sign the student out.

**FOOD AND BEVERAGES**

Food and beverages are allowed only in designated areas. Students are not allowed to bring open containers into the school. Items must be in factory sealed containers and can only be brought in with permission from his/her IEP manager.

**GROUNDS FOR REMOVAL FROM CLASS**

The teacher shall have the authority to remove a student from the class when the student exhibits:

- Willful conduct which materially and substantially disrupts the rights of others to an education;
- Willful conduct which endangers school district employees, the pupil, or other pupils or property of the school; or
- Willful violation of any rule of conduct established in the discipline policy adopted by the Board.

**HOMEWORK**

Homework assignments vary based on individual classroom teacher, student, subject, and program alternative. Parents who wish their child to have regularly assigned homework should contact the child's classroom teacher early in the school year to arrange homework. Generally, students are permitted to take work home if they have not completed it during the school day or

within a designated period.

### **ILLNESS (HOME)**

To help reduce the spread of infections throughout the school, we ask students to remain at home if the following applies:

- **Fever** of 100.5 (orally) or higher and behavior change (increased irritability, fatigue, inability to sleep) or other sign and symptoms of illness (i.e. cough, sore throat, rash, vomiting, head ache, diarrhea);
- **Diarrhea or vomiting** in previous 24 hours unless the diarrhea or vomiting is determined to be caused by a non-communicable condition and the child is not at risk of dehydration;
- **Eye drainage** with more than a tiny amount of green or yellow discharge and eyes are red or pink, itchy and irritated.

**In general, follow the 24-hour rule to send your child back to school.** Please keep your child home 24 hours after: fevers, diarrhea, vomiting, starting antibiotics or treating for lice.

Additionally, it is important to notify the school of any contagious conditions such as strep throat, head lice or scabies, gastrointestinal or respiratory influenza, pneumonia or otherwise, to which a student is ill with or has been exposed. The licensed school nurse or health associate/designee will be able to take appropriate measures for your child and other students.

Please refer to the Intermediate School District 917 website: <http://www.isd917.k12.mn.us/> for further information regarding contagious conditions and making determinations regarding whether a child may attend school in the article, *“Information about Common Childhood Diseases”*.

### **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 person listed on the Emergency Information Form will be called. Transportation home and additional medical care is the responsibility of the parent.

In the event 911 is called, emergency response personnel will assess the need for further medical treatment and possible transport to an acute care facility. Parent/Guardian will communicate with emergency response personnel related to action advised. If transport is needed, parent/guardian is expected to be onsite at the acute care facility for ongoing care authorization.

The school nurse will take the following into consideration when determining the severity of the illness:

- **Inability of child** to participate comfortably in activities as determined by the school staff due to illness;
- **Rash** with fever and/or behavioral changes;
- **Draining sores** that can not be covered;
- **Head lice** until treated and 24 hours;
- **Bad colds (upper respiratory infections)** with coughing and yellow/green nasal drainage or sputum;
- **Abdominal pain** that continues for more than two hours or intermittent pain associated

with fever or other signs or symptoms.

Please note that the Licensed School 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 child appears to be severely ill;
- If illness poses a risk of spread of disease to others;
- If any child determined by the local health department is contributing to the transmission of illness during an outbreak.

## IMMUNIZATIONS

In order to attend school, students must show that they are in compliance with *Minnesota School Immunization Requirements* (see Minnesota Department of Health <http://www.health.state.mn.us/immunize> for more Information).

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. The immunizations are required against:

- Diphtheria
- Tetanus
- Pertussis
- Polio
- Measles, Mumps, Rubella
- Hepatitis B
- Varicella (chicken pox) **All children entering kindergarten and seventh grade will be required to have received two doses of the chickenpox immunization (Varicella).** If the student has already had chickenpox, the immunizations are not necessary; however, it is necessary to submit the date the child had the disease (month/year). Starting September 1, 2010, for children enrolling in kindergarten and seventh grade, Minnesota schools can no longer accept a parent/guardian's signature as proof that a child has had the chickenpox. Instead, a doctor will need to sign a form saying that the child does not need to get immunized for chickenpox. If the student has never been vaccinated for Varicella, two immunizations must be given three months apart.

Students transferring into 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 supply: gym shoes, paint aprons, pens, loose-leaf notebooks and paper, facial tissues, and pencils. If instructional materials are lost or damaged, a charge will be assessed to the student who lost or damaged the item.

## 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 rule. 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.

### **MEDICATIONS AND SPECIALIZED HEALTH CARE PROCEDURES**

Intermediate School District 917 acknowledges that some students may require medication during the school day. Medications that can be administered to the student appropriately before or after school will be the responsibility of the parent/guardian. Medications that are required during school hours will be administered by school nursing staff or a 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).

Medications must be FDA approved; no dietary or herbal supplements will be administered.

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 procedure 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 physician is required for all prescriptive medications. See *“Authorization and Request for Administration of Medications”* form. Additionally, non-prescriptive medications may need a physician or licensed provider authorization at the discretion of the Licensed School Nurse.
- All prescribed medications must be provided with an accurately labeled prescription container;
- All non-prescriptive medications provided by parent must be in an original container with label and directions;
- Health service administration of medication or procedures by our member district's health services for 917 students, will be in accordance to member district's policy and procedures.
- Supplies and equipment for authorized procedures must be consistent with the directions/written authorizations.

### **PLEDGE OF ALLEGIANCE**

Intermediate School District 917 has waived the requirement to recite the Pledge of Allegiance via Board Policy 6.14, 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 defers to the local district practice.

**REFERRAL PROCESS**

All students served by Intermediate School District 917 special education programs are referred by the local school district Special Education Director to the Intermediate School District 917 Special Education Director. Inquiries regarding a possible referral should not be addressed to teachers or supervisors. They should be addressed to the Special Education Director in the local district.

**SAFETY**

Intermediate School District 917 has an obligation to provide students with a safe learning environment. Safety is also the student's responsibility. Students can help avoid accidents by following common sense safety rules while in school. If students see an unsafe act or condition in their classroom/shop, they are to discuss it with a teacher.

**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 up to, and including, suspension.

**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 violation of law and/or school rules. The search will be reasonable in its scope and intrusiveness.

**STUDENT ORGANIZATIONS' 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.

**TELEPHONE CALLS**

We discourage telephone calls to teachers during the school day. Contact with teachers prior to or after classes is encouraged. Instructors will be contacting parents on a regular basis regarding their child's program. Students are requested to use the phones only 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. Students are not allowed to have cell phones or pagers in school. Public phones are available at Alliance Education Center and at Dakota County Technical College.

**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 consequence 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.

**TRANSPORTATION**

The local school district is responsible for transporting students and inquiries regarding transportation should be made to their office. Students wanting to drive to school need prior approval from the program supervisor.

- 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.

**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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## SELECTED SCHOOL DISTRICT POLICIES AND PROCEDURES

### 411 BULLYING PROHIBITION POLICY

#### I. PURPOSE

A safe and civil environment is needed for students to learn and attain high academic standards and to promote healthy human relationships. Bullying, like other violent or disruptive behavior, is conduct that interferes with students' ability to learn and teachers' ability to educate students in a safe environment. The school district cannot monitor the activities of students at all times and eliminate all incidents of bullying between students, particularly when students are not under the direct supervision of school personnel. However, to the extent such conduct affects the educational environment of the school district and the rights and welfare of its students and is within the control of the school district in its normal operations, it is the school district's intent to prevent bullying and to take action to investigate, respond, remediate, and discipline those acts of bullying which have not been successfully prevented. The purpose of this policy is to assist the school district in its goal of preventing and responding to acts of bullying, intimidation, violence, and other similar disruptive behavior.

#### II. GENERAL STATEMENT OF POLICY

- A. An act of bullying, by either an individual student or a group of students, is expressly prohibited on school district property or at school-related functions. 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. This policy also applies to any student whose conduct at any time or in any place constitutes bullying that interferes with or obstructs the mission or operations of the school district or the safety or welfare of the student, other students, or employees. The misuse of technology including, but not limited to, teasing, intimidating, defaming, threatening, or terrorizing another student, teacher, administrator, volunteer, contractor, or other employee of the school district by sending or posting e-mail messages, instant messages, text messages, digital pictures or images, or website postings, including blogs, also may constitute an act of bullying regardless of whether such acts are committed on or off school district property and/or with or without the use of school district resources.
- B. No teacher, administrator, volunteer, contractor, or other employee of the school district shall permit, condone, or tolerate bullying.
- C. Apparent permission or consent by a student being bullied does not lessen the prohibitions contained in this policy.
- D. Retaliation against a victim, good faith reporter, or a witness of bullying is prohibited.
- E. False accusations or reports of bullying against another student are prohibited.

- F. A person who engages in an act of bullying, reprisal, or false reporting of bullying or permits, condones, or tolerates bullying shall be subject to discipline for that act in accordance with school district's policies and procedures. The school district may take into account the following factors:
1. The developmental and maturity levels of the parties involved;
  2. The levels of harm, surrounding circumstances, and nature of the behavior;
  3. Past incidences or past or continuing patterns of behavior;
  4. The relationship between the parties involved; and
  5. The context in which the alleged incidents occurred.

Consequences for students who commit prohibited acts of bullying may range from positive behavioral interventions up to and including suspension and/or expulsion. Consequences for employees who permit, condone, or tolerate bullying or engage in an act of reprisal or intentional false reporting of bullying may result in disciplinary action up to and including termination or discharge. Consequences for other individuals engaging in prohibited acts of bullying may include, but not be limited to, exclusion from school district property and events and/or termination of services and/or contracts.

- G. The school district will act to investigate all complaints of bullying and will discipline or take appropriate action against any student, teacher, administrator, volunteer, contractor, or other employee of the school district who is found to have violated this policy.

### III. DEFINITIONS

For purposes of this policy, the definitions included in this section apply.

- A. "Bullying" means any written or verbal expression, physical act or gesture, or pattern thereof, by a student that is intended to cause or is perceived as causing distress to a student or a group of students and which substantially interferes with another student's or students' educational benefits, opportunities, or performance. Bullying includes, but is not limited to, conduct by a student against another student or a group of students that a reasonable person under the circumstances knows or should know has the effect of:
1. harming a student or a group of students;
  2. damaging a student's or a group of students' property;
  3. placing a student or a group of students in reasonable fear of harm to person or property;
  4. creating a hostile educational environment for a student or a group of students; or

5. intimidating a student or a group of students.
- B. “Immediately” means as soon as possible but in no event longer than 24 hours.
  - C. “On school district property or at school-related functions” means all school district buildings, school grounds, and school property or property immediately adjacent to school grounds, 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 grounds, 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 bullying at these locations and events, the school district does not represent that it will provide supervision or assume liability at these locations and events.

#### **IV. REPORTING PROCEDURE**

- A. Any person who believes he or she has been the victim of bullying or any person with knowledge or belief of conduct that may constitute bullying shall report the alleged acts immediately to an appropriate school district official designated by this policy. A person may report bullying anonymously. However, the school district’s ability to take action against an alleged perpetrator based solely on an anonymous report may be limited.
- B. The school district encourages the reporting party or complainant to use the report form available from the principal of each building or available from the school district office, but oral reports shall be considered complaints as well.
- C. The building principal, the principal’s designee, or the building supervisor (hereinafter building report taker) is the person responsible for receiving reports of bullying at the building level. Any person may report bullying directly to a school district human rights officer or the superintendent. If the complaint involves the building report taker, the complaint shall be made or filed directly with the superintendent or the school district human rights officer by the reporting party or complainant.
- D. A teacher, school administrator, volunteer, contractor, or other school employee shall be particularly alert to possible situations, circumstances, or events that might include bullying. Any such person who receives a report of, observes, or has other knowledge or belief of conduct that may constitute bullying shall inform the building report taker immediately. School district personnel who fail to inform the building report taker of conduct that may constitute bullying in a timely manner may be subject to disciplinary action.
- E. Reports of bullying are classified as private educational and/or personnel data and/or confidential investigative data and will not be disclosed except as permitted by law.

- F. Submission of a good faith complaint or report of bullying will not affect the complainant's or reporter's future employment, grades, or work assignments, or educational or work environment.
- G. The school district will respect the privacy of the complainant(s), the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the school district's obligation to investigate, take appropriate action, and comply with any legal disclosure obligations.

## **V. SCHOOL DISTRICT ACTION**

- A. Upon receipt of a complaint or report of bullying, the school district shall undertake or authorize an investigation by school district officials or a third party designated by the school district.
- B. The school district may take immediate steps, at its discretion, to protect the complainant, reporter, students, or others pending completion of an investigation of bullying, consistent with applicable law.
- C. Upon completion of the investigation, the school district will take appropriate action. Such action may include, but is not limited to, warning, suspension, exclusion, expulsion, transfer, remediation, termination, or discharge. Disciplinary consequences will be sufficiently severe to try to deter violations and to appropriately discipline prohibited behavior. School district action taken for violation of this policy will be consistent with the requirements of applicable collective bargaining agreements; applicable statutory authority, including the Minnesota Pupil Fair Dismissal Act; school district policies; and regulations.
- D. The school district is not authorized to disclose to a victim private educational or personnel data regarding an alleged perpetrator who is a student or employee of the school district. School officials will notify the parent(s) or guardian(s) of students involved in a bullying incident and the remedial action taken, to the extent permitted by law, based on a confirmed report.

## **VI. REPRISAL**

The school district will discipline or take appropriate action against any student, teacher, administrator, volunteer, contractor, or other employee of the school district who retaliates against any person who makes a good faith report of alleged bullying or against any person who testifies, assists, or participates in an investigation, or against any person who testifies, assists, or participates in a proceeding or hearing relating to such bullying. Retaliation includes, but is not limited to, any form of intimidation, reprisal, harassment, or intentional disparate treatment.

## **VII. TRAINING AND EDUCATION**

- A. The school district annually will provide information and any applicable training to school district staff regarding this policy.

- B. The school district annually will provide education and information to students regarding bullying, including information regarding this school district policy prohibiting bullying, the harmful effects of bullying, and other applicable initiatives to prevent bullying.
- C. The administration of the school district is directed to implement programs and other initiatives to prevent bullying, to respond to bullying in a manner that does not stigmatize the victim, and to make resources or referrals to resources available to victims of bullying.
- D. The school district may implement violence prevention and character development education programs to prevent and reduce policy violations. Such programs may offer instruction on character education including, but not limited to, character qualities such as attentiveness, truthfulness, respect for authority, diligence, gratefulness, self-discipline, patience, forgiveness, respect for others, peacemaking, and resourcefulness.

#### VIII. NOTICE

The school district will give annual notice of this policy to students, parents or guardians, and staff, and this policy shall appear in the student handbook.

**Legal References:** Minn. Stat. § 120B.232 (Character Development Education)  
Minn. Stat. § 121A.03 (Sexual, Religious and Racial Harassment and Violence)  
Minn. Stat. § 121A.0695 (School Board Policy; Prohibiting Intimidation and Bullying)  
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)  
Minn. Stat. § 121A.69 (Hazing Policy)

Adopted 9/4/2007  
Revised 10/2/2012

## **413 HARASSMENT AND VIOLENCE**

### **I. Purpose**

The purpose of this policy is to maintain a learning and working environment that is free from religious, racial or sexual harassment and violence. The school district prohibits any form of religious, racial or sexual harassment and violence.

### **II. General Statement of Policy**

- A. It is the policy of the school district to maintain a learning and working environment that is free from religious, racial or sexual harassment and violence. The school district prohibits any form of religious, racial or sexual harassment and violence.
- B. It shall be a violation of this policy for any pupil, teacher, administrator or other school personnel of the school district to harass a pupil, teacher, administrator or other school personnel through conduct or communication of a sexual nature or regarding religion and race as defined by this policy. (For purposes of this policy, school personnel include school board members, school employees, agents, volunteers, contractors or persons subject to the supervision and control of the district.)
- C. It shall be a violation of this policy for any pupil, teacher, administrator or other school personnel of the school district to inflict, threaten to inflict, or attempt to inflict religious, racial or sexual violence upon any pupil, teacher, administrator or other school personnel.
- D. The school district will act to investigate all complaints, either formal or informal, verbal or written, of religious, racial or sexual harassment or violence, and to discipline or take appropriate action against any pupil, teacher, administrator or other school personnel who is found to have violated this policy.

### **III. Religious, Racial and Sexual Harassment and Violence Defined**

- A. Sexual Harassment; Definition
  - 1. Sexual harassment consists of unwelcome sexual advances, requests for sexual favors, sexually motivated physical conduct or other verbal or physical conduct or communication of a sexual nature when:
    - a. submission to that conduct or communication is made a term or 413-2 condition, either explicitly or implicitly, of obtaining or retaining employment, or of obtaining an education; or
    - b. submission to or rejection of that conduct or communication by an individual is used as a factor in decisions affecting that individual's employment or education; or

- c. that conduct or communication has the purpose or effect of substantially or unreasonably interfering with an individual's employment or education, or creating an intimidating, hostile or offensive employment or educational environment.
  2. Sexual harassment may include but is not limited to:
    - a. unwelcome verbal harassment or abuse;
    - b. unwelcome pressure for sexual activity;
    - c. unwelcome, sexually motivated or inappropriate patting, pinching or physical contact, other than necessary restraint of pupil(s) by teachers, administrators or other school personnel to avoid physical harm to persons or property;
    - d. unwelcome sexual behavior or words, including demands for sexual favors, accompanied by implied or overt threats concerning an individual's employment or educational status;
    - e. unwelcome sexual behavior or words, including demands for sexual favors, accompanied by implied or overt promises of preferential treatment with regard to an individual's employment or educational status; or
    - f. unwelcome behavior or words directed at an individual because of gender.

**B. Racial Harassment; Definition**

Racial harassment consists of physical or verbal conduct relating to an individual's race when the conduct:

1. has the purpose or effect of creating an intimidating, hostile or offensive working or academic environment;
2. has the purpose or effect of substantially or unreasonably interfering with an individual's work or academic performance; or
3. otherwise adversely affects an individual's employment or academic opportunities.

**C. Religious Harassment; Definition**

Religious harassment consists of physical or verbal conduct which is related to an individual's religion when the conduct:

1. has the purpose or effect of creating an intimidating, hostile or offensive working or academic environment;

2. has the purpose or effect of substantially or unreasonably interfering with an individual's work or academic performance; or
3. otherwise adversely affects an individual's employment or academic opportunities.

D. Sexual Violence; Definition

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

E. Racial Violence; Definition

Racial violence is a physical act of aggression or assault upon another because of, or in a manner reasonably related to, race.

F. Religious Violence; Definition

Religious violence is a physical act of aggression or assault upon another because of, or in a manner reasonably related to, religion.

G. Assault; Definition

Assault is:

1. an act done with intent to cause fear in another of immediate bodily harm or death;
2. the intentional infliction of, or attempt to, inflict bodily harm upon another; or
3. the threat to do bodily harm to another with present ability to carry out the threat.

#### IV. Reporting Procedures

- A. Any person who believes he or she has been the victim of religious, racial or sexual harassment or violence by a pupil, teacher, administrator or other school personnel of the school district, or any person with knowledge or belief of conduct which may constitute religious, racial or sexual harassment or violence toward a pupil, teacher, administrator or other school personnel should report the alleged acts immediately to an appropriate school district official designated by this policy. The school district encourages the reporting party or complainant to use the report form available from the administrator of each site or available from the school district office, but oral reports shall be considered complaints as well. Nothing in this policy shall prevent any person from reporting harassment or violence directly to a school district human rights officer or to the superintendent.
- B. In each program site, the principal, director, or assistant director is the person responsible for receiving oral or written reports of religious, racial or sexual harassment or violence at the site level. Any adult school district personnel who receives a report of religious, racial or sexual harassment or violence shall inform the building principal immediately.
- C. Upon receipt of a report, the administrator must notify the school district human rights officer immediately, without screening or investigating the report. The administrator may request, but may not insist upon, a written complaint. A written statement of the facts alleged will be forwarded as soon as practicable by the administrator to the human rights officer. If the report was given verbally, the administrator shall personally reduce it to written form within 24 hours and forward it to the human rights officer. Failure to forward any harassment or violence report or complaint as provided herein will result in disciplinary action against the administrator. If the complaint involves the administrator, the complaint shall be made or filed directly with the superintendent or the school district human rights officer by the reporting party or complainant.
- D. In the District, the school board designates Don Budach as the school district human rights officer to receive reports or complaints of religious, racial or sexual harassment or violence. If the complaint involves the human rights officer, the complaint shall be filed directly with the superintendent.
- E. The school district shall conspicuously post the name of the human rights officer(s), including mailing addresses and telephone numbers.
- F. Submission of a good faith complaint or report of religious, racial or sexual harassment or violence will not affect the complainant or reporter's future employment, grades or work assignments.
- G. Use of formal reporting forms is not mandatory.
- H. The school district will respect the privacy of the complainant, the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the school district's legal obligations to investigate, to take appropriate action, and to conform with any discovery or disclosure obligations.

**V. Investigation**

- A. By authority of the school district, the human rights officer, upon receipt of a report or complaint alleging religious, racial or sexual harassment or violence, shall immediately undertake or authorize an investigation. The investigation may be conducted by school district officials or by a third party designated by the school district.
- B. The investigation may consist of personal interviews with the complainant, the individual(s) against whom the complaint is filed, and others who may have knowledge of the alleged incident(s) or circumstances giving rise to the complaint. The investigation may also consist of any other methods and documents deemed pertinent by the investigator.
- C. In determining whether alleged conduct constitutes a violation of this policy, the school district should consider the surrounding circumstances, the nature of the behavior, past incidents or past or continuing patterns of behavior, the relationships between the parties involved and the context in which the alleged incidents occurred. Whether a particular action or incident constitutes a violation of this policy requires a determination based on all the facts and surrounding circumstances.
- D. In addition, the school district may take immediate steps, at its discretion, to protect the complainant, pupils, teachers, administrators or other school personnel pending completion of an investigation of alleged religious, racial or sexual harassment or violence.
- E. The investigation will be completed as soon as practicable. The school district human rights officer shall make a written report to the superintendent upon completion of the investigation. If the complaint involves the superintendent, the report may be filed directly with the school board. The report shall include a determination of whether the allegations have been substantiated as factual and whether they appear to be violations of this policy.

**VI. School District Action**

- A. Upon receipt of a report, the school district will take appropriate action. Such action may include, but is not limited to, warning, suspension, exclusion, expulsion, transfer, remediation, termination or discharge. School district action taken for violation of this policy will be consistent with requirements of applicable collective bargaining agreements, Minnesota and federal law and school district policies.
- B. The result of the school district's investigation of each complaint filed under these procedures will be reported in writing to the complainant by the school district in accordance with state and federal law regarding data or records privacy.

**VII. Reprisal**

The school district will discipline or take appropriate action against any pupil, teacher, administrator or other school personnel who retaliates against any person who makes a good faith report of alleged religious, racial or sexual harassment or violence or any person who testifies, assists or participates in an investigation, or who testifies, assists or participates in a proceeding or hearing relating to such harassment or violence. Retaliation includes, but is not limited to, any form of intimidation, reprisal or harassment.

**VIII. Right to Alternative Complaint Procedures**

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

**IX. Harassment or Violence as Abuse**

- A. Under certain circumstances, alleged harassment or violence may also be possible abuse under Minnesota law. If so, the duties of mandatory reporting under Minn. Stat. § 626.556 may be applicable.
- B. Nothing in this policy will prohibit the school district from taking immediate action to protect victims of alleged harassment, violence or abuse.

**X. Dissemination of Policy and Training**

- A. This policy shall be conspicuously posted throughout each school building in areas accessible to pupils and staff members.
- B. This policy shall be given to each school district employee and independent contractor at the time of entering into the person's employment contract.
- C. This policy shall appear in the student handbook.
- D. The school district will develop a method of discussing this policy with students and employees.
- E. The school district may implement violence prevention and character development education programs to prevent and reduce policy violations. Such programs may offer instruction on character education including, but not limited to, character qualities such as attentiveness, truthfulness, respect for authority, diligence, gratefulness, self-discipline, patience, forgiveness, respect for others, peacemaking, and resourcefulness.
- F. This policy shall be reviewed at least annually for compliance with state and federal law.

**Legal References**

- Minn. Stat. § 121A.03, Subd. 2 (Sexual, Religious and Racial Harassment and Violence Policy)
- Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
- Minn. Stat. § 626.556 *et seq.* (Reporting of Maltreatment of Minors)
- 42 U.S.C. § 2000e *et seq.* (Title VII of the Civil Rights Act)

**Cross References**

- MSBA/MASA Model Policy 102 (Equal Educational Opportunity)
- MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
- MSBA/MASA Model Policy 406 (Public and Private Personnel Data)
- MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)
- MSBA/MASA Model Policy 506 (Student Discipline)
- MSBA/MASA Model Policy 525 (Violence Prevention)

Approved: May 1, 2007

**490 ACCEPTABLE USE AND INTERNET SAFETY POLICY FOR INTERMEDIATE SCHOOL DISTRICT 917****I. Purpose**

The purpose of this policy is to set forth policies and guidelines for access to the school district computers, computer systems and acceptable use of the Internet.

**II. General Statement of Policy**

In making decisions regarding access to the school district computers, computer systems and to the Internet, users are expected to use the district systems to further educational and personal goals consistent with the mission of the school district and school policies. Uses, which might be acceptable on a user's private personal account or another system, may not be acceptable on this limited purpose network.

The use of the school district computers, computer systems 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 computers, computer systems 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.

**III. Unacceptable Uses of Computers, Network and Internet**

A. The following uses of the school district computers, computer systems and Internet resources or accounts are considered unacceptable:

1. Users will not use the school district system to transmit or receive, access, review, upload, download, store, print, post or distribute materials that use inappropriate language, such as but not limited to: obscene, abusive, profane, vulgar, threatening, and disrespectful, pornographic, obscene or sexually explicit material.
2. Users will not use the school district system to knowingly or recklessly post false or defamatory information about a person or organization, or to harass another person, or to engage in personal attacks, including prejudicial or discriminatory attacks.
3. Users will not use the school district system to engage in any illegal act or violate any local, state or federal statute or law.
4. Users will not use the school district system to vandalize, damage or disable the property of another person or organization, will not tamper with, modify or change the school district system software, hardware or wiring in such a way as to disrupt the use of the system by other users.

5. Users will not use the school district system to gain unauthorized access to information resources or to access another person's materials, information or files without the implied or direct permission of that person. Users will not post private information about another person or themselves.
  6. Users will not attempt to gain unauthorized access to the school district system or any other system through the school district system, attempt to log in through another person's account, or use computer accounts, access codes or network identification other than those assigned to the user.
  7. Users will not use the school district system to violate copyright laws or usage licensing agreements, and will not plagiarize works they find on the Internet.
  8. Users will not use the school district system for the conduct of a business, for unauthorized commercial purposes or for financial uses unrelated to the mission of the school district. Users will not use the school district system to offer or provide goods or services or for product advertisement. Users will not use the school district system to purchase goods or services for personal use without authorization from the appropriate school district official.
  9. Users must keep all account information and passwords on file with the designated school district official. Users will not attempt to gain unauthorized access to the school district computer system or any other system through the school district computer system, attempt to log in through another person's account other than those assigned to the user. Messages and records on the school district computer system may not be encrypted without the permission of appropriate school authorities.
  10. It is prohibited to allow someone else to use your network password.
- B. If a user inadvertently accesses unacceptable materials or an unacceptable Internet site, the user shall immediately close the inadvertent site.

#### **IV. Consistency with Other School Policies**

Use of the school district computer system and the use of the Internet shall be consistent with school district policies and the mission of the school district. Occasional use of the district computer system for personal communications is acceptable but will be monitored for abuse and impact on job productivity.

#### **V. Limited Expectation of Privacy**

- A. By authorizing use of the school district system, the school district does not relinquish control over materials on the system or contained in files on the system. Users should expect only **limited privacy** in the contents of **personal files** on the school district system.

- B. Routine maintenance, random sampling of use, and monitoring of the school district system may lead to a discovery that a user has violated this policy, or the law.
- C. An individual investigation or search will be conducted if school authorities have a reasonable suspicion that the search will uncover a violation of law or or school district policy.
- D. System users should be aware that data and other materials in files maintained on the school district system may be subject to review, disclosure or discovery under Minnesota Statutes, Chapter 13 (the Minnesota Government Data Practices Act).
- E. The school district will cooperate fully with local, state and federal authorities in any investigation concerning or related to any illegal activities or activities not in compliance with school district policies conducted through the school district system.

## **VI. Internet Use Agreement**

The proper use of the Internet, and the educational value to be gained from proper Internet use, is the joint responsibility of students, parents/guardians and employees of the school districts.

This policy requires the permission of and supervision by the school's designated professional staff before a student may use a school account or resource to access the Internet.

The Internet Use Agreement form for students must be read and signed by the user, the parent or guardian, and the supervising teacher. The Internet Use Agreement form for employees must be signed by the employee. The form must then be filed at the school office.

## **VII. Instant Message Services and Chat Rooms**

Use of Instant Message Services and participation in Internet chat room conversations on school computers is limited to educational purposes only and occurs in secure educational environments.

## **VIII. Electronic Mail**

The MIS department will be responsible for providing an electronic mail system that will facilitate internal and external communication for conducting school district business. All messages should pertain to school business.

The MIS department will be responsible for providing procedures, documentation, and in-service training for all users of the Electronic Mail System.

**IVX. Limitation on School District Liability**

Use of the school district system is at the user's own risk. The system is provided on an "as is, as available" basis. The school district will not be responsible for any damage users may suffer, including, but not limited to, loss, damage or unavailability of data stored on school hard drives or servers, or for delays or changes in or interruptions of service or misdeliveries or nondeliveries of information or materials, regardless of the cause. The school district will not be responsible for financial obligations arising through unauthorized use of the school district system or the Internet.

**X. User Notification**

1. All users shall be notified of the school district policies relating to "Acceptable Use and Internet Safety Policy."
2. Notification that, even though the school district may use technical means to limit student Internet access, these limits do not provide a foolproof means for enforcing the provisions of this acceptable use policy.

**XI. Parents/Guardians' Responsibility: Notification of Student Internet Use**

1. Parents/guardians are responsible for monitoring their student's use of the school district computer system and of the Internet if the student is accessing the school district computer system from home or a remote location.
2. Parents/guardians will be notified that their students will be using school district resources/accounts to access the Internet and that the school district will provide parents/guardians the option to request alternative activities not requiring Internet access.

Cross Reference MSBA Policy 524  
Legal Reference: Statute 125B.22

Board Approved 5/18/99  
Board Revised 12/4/01  
Board Revised 5/6/03  
Revised: 5/1/2007  
Revised: 4/3/12

**INTERMEDIATE SCHOOL DISTRICT 917  
INTERNET USE AGREEMENT – EMPLOYEE**

**SCHOOL DISTRICT EMPLOYEE**

I have read and do understand the school district policies relating to acceptable use of the school district computer system and Internet and agree to abide by them. I further understand that should I commit any violation, my access privileges may be revoked, school disciplinary action may be taken, and/or appropriate legal action may be taken.

User's Full Name: \_\_\_\_\_

User Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Intermediate School District 917**  
**ACCEPTABLE USE AND INTERNET SAFETY**  
**PERMISSION FORM**

***Student Section***

I have read the Acceptable Use and Internet Safety guidelines as published in the student handbook. I understand that the use of the electronic Networks and Internet are a privilege and must be done responsibly as detailed in the guidelines. Any violation of the guidelines is a violation of school policy and may constitute a violation of law. Should I commit any violation, my access privileges may be revoked, school disciplinary action may be taken and/or appropriate legal action may result.

Student  
Name:

\_\_\_\_\_

First	Last	MI
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\_\_\_\_\_  
Student Signature Date

***Parent or Guardian Section***

I have read the Acceptable User and Internet Safety guidelines as published in the student handbook and on the reverse side of this page. I understand that the Network and Internet are provided for students for educational purposes and that I must give permission for my child to access the Network or Internet by signing below and returning this form.

The District has taken precautions to eliminate unacceptable materials or communications and has informed students of their responsibility to access appropriate materials. However, I recognize that it is possible for students to access materials and communications that violate these guidelines. I understand that students violating these guidelines are subject to school disciplinary actions and possible referral to law enforcement agencies. I will not hold the District responsible for unacceptable materials acquired on the Network or Internet.

Parent/Guardian  
Name:

\_\_\_\_\_

First	Last	MI
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\_\_\_\_\_  
Parent/Guardian Signature Date

***Supervising Teacher***

(Must be signed if teacher supervises students who use district computers and access the Internet.)

I have read the school district policies relating to safety and acceptable use of the school district computer system and the Internet and agree to promote these policies with the student. Because the student may use the Internet on the school district computer system for individual work or in the context of another class, I cannot be held responsible for the student's use of the Internet on network. As the supervising teacher, I do agree to instruct the student on acceptable use of the Internet and network and proper network etiquette.

Teacher's Name (please print)

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First Last

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Teacher's Signature Date

## 6.12 STUDENTS AND CHEMICAL DEPENDENCY

The District 917 School Board recognizes alcoholism or other chemical dependency as a treatable disease. The concern with chemical dependency is directed to its effects on the student's educational performance. In accordance with a general concern for the student as an individual as well as a future worker, the School Board has adopted the following policy statement regarding chemical dependency:

This policy assures that no student with alcoholism or other chemical dependency will have his/her student status affected for seeking and/or accepting diagnosis and treatment. Referral for diagnosis and/or treatment may be based on unsatisfactory educational performance or behavior.

The School Board recognizes that chemical dependency by another member of the immediate family can create stress for the student which is detrimental to educational performance. Where the chemical dependency of a family member negatively affects a student's school performance, the School District will assist the student and/or the student's parent or legal guardian in locating and identifying appropriate counseling services. All contacts with non-school agencies for the purpose of diagnosis and/or treatment of chemical dependency will be considered confidential.

The confidential nature of the medical records of students with alcoholism or other chemical dependency will be preserved in the same manner as all other medical records.

If the student is a minor, the School District shall communicate with and work through the student's parents or legal guardian.

This policy shall in no way limit the application and authority of the school district pursuant to the Pupil Fair Dismissal Act.

District 917 Administration shall develop procedures to implement the above policy.

Board Approved 11/20/79  
Revised 12/4/01

**600 STUDENTS****6.15 WELLNESS****I. PURPOSE**

The purpose of this policy is to assure a school environment that promotes and protects students' health, well-being, and ability to learn by supporting healthy eating and physical activity.

**II. GENERAL STATEMENT OF POLICY**

- A. The school board recognizes that nutrition education and physical education are essential components of the educational process and that good health fosters student attendance and education.
- B. The school environment should promote and protect students' health, well-being, and ability to learn by encouraging healthy eating and physical activity.
- C. The school district encourages the involvement of students, parents, teachers, food service staff, and other interested persons in implementing, monitoring, and reviewing school district nutrition and physical activity policies.
- D. Children need access to healthy foods and opportunities to be physically active in order to grow, learn, and thrive.
- E. All students in grades K-12 will have opportunities, support, and encouragement to be physically active on a regular basis.
- F. Qualified food service personnel will provide students with access to a variety of affordable, nutritious, and appealing foods that meet the health and nutrition needs of students; try to accommodate the religious, ethnic, and cultural diversity of the student body in meal planning; and will provide clean, safe, and pleasant settings and adequate time for students to eat.

**III. GOALS****A. Physical Activity**

- 1. Through district curriculum district 917 will educate students to recognize that physical education is an essential component of the educational process and that good health fosters student achievement.
- 2. Provide opportunities to strengthen the skills and knowledge needed to maintain a healthy lifestyle through the district's physical education and health curricula.

3. Students need opportunities for physical activity and to fully embrace regular physical activity as a personal behavior. Toward that end, health education will reinforce the knowledge and self-management skills needed to maintain a healthy lifestyle and reduce sedentary activities such as watching television;
4. Teachers will be encouraged to develop opportunities for physical activity that can be incorporated into subject lessons and are encouraged to provide short, physical activity breaks during class.

**B. Nutrition Education and Promotion**

1. Through district curriculum district 917 will provide nutrition education that follows national and state standards and focuses on understanding the relationship between personal behavior, individual health and the impact of food choices.
2. Provide nutrition education that is developmentally appropriate, culturally relevant and includes participatory activities.
3. The school district will encourage all students to make age appropriate, healthy selections of foods and beverages, including those sold individually outside the reimbursable school meal programs, such as through a la carte [snack] lines, vending machines, fundraising events, concession stands, and student stores.
4. Teachers will be encouraged to incorporate nutritional information into subject lessons when appropriate.

**IV. NUTRITION GUIDELINES**

**A. Foods and Beverages**

1. All foods and beverages made available on campus (including concessions and a la carte cafeteria items) will be consistent with the current USDA Dietary Guidelines for Americans.
2. Food service personnel will take every measure to ensure that student access to foods and beverages meet or exceed all federal, state, and local laws and guidelines.
3. Food service personnel shall adhere to all federal, state, and local food safety and security guidelines.
4. The school district will make every effort to eliminate any social stigma attached to, and prevent the overt identification of, students who are eligible for free and reduced-price school meals.
5. The school district will provide students access to hand washing or hand-sanitizing before they eat meals or snacks.

6. The school district will make every effort to provide students with sufficient time to eat after sitting down for school meals and will schedule meal periods at appropriate times during the school day.
7. Food will not be used as a reward or punishment for academic performance or behavior. Per the Americans with Disabilities Act, special Consideration will be given for students with an Individual Education Plan, 504 accommodation or with special health and dietary requirements.

**B. School Food Service Program/Personnel**

1. The school district will provide healthy and safe school meal programs that strictly comply with all federal, state, and local statutes and regulations.
2. The school district shall designate an appropriate person to be responsible for the school district's food service program, whose duties shall include the creation of nutrition guidelines and procedures for the selection of foods and beverages made available on campus to ensure food and beverage choices are consistent with current USDA Dietary Guidelines for Americans.
3. As part of the school district's responsibility to operate a food service program, the school district will provide continuing professional development for all food service personnel in schools.

**C. Communications with Parents**

1. The school district recognizes that parents and guardians have a primary and fundamental role in promoting and protecting their children's health and well-being.
2. The school district will support parents' efforts to provide a healthy diet and daily physical activity for their children.
3. The school district encourages parents to pack healthy lunches and snacks and refrain from including beverages and foods without nutritional value.
4. The school district will provide information about physical education and other school based physical activity opportunities and will support parents' efforts to provide their children with opportunities to be physically active outside of school.

**V. IMPLEMENTATION AND MONITORING**

- A. After approval by the school board, the wellness policy will be implemented throughout the school district.

- B. District 917 will maintain a Health and Wellness Committee to support the goals of the Wellness Policy. The committee will compile data reported from schools to assess compliance with the Wellness Policy and report to the superintendent on the progress made by the district in attaining the goals of the Wellness Policy.
- C. School food service staff, at the school or district level, will ensure compliance within the school's food service areas and will report to the food service program administrator, the building principal, or the superintendent's designee, as appropriate.
- D. The school district's food service program administrator will annually inform the community about district progress in attaining the goals of the Wellness Policy.
- E. The superintendent or designee will ensure compliance with the wellness policy and will provide an annual report of the school district's compliance with the policy to the school board.

**Legal References:** 42 U.S.C. § 1751 *et seq.* (Richard B. Russell National School Lunch Act)  
 42 U.S.C. § 1771 *et seq.* (Child Nutrition Act of 1966)  
 P.L. 108-265 (2004) § 204 (Local Wellness Policy)  
 7 U.S.C. § 5341 (Establishment of Dietary Guidelines)  
 7 C.F.R. § 210.10 (School Lunch Program Regulations)  
 7 C.F.R. § 220.8 (School Breakfast Program Regulations)

**Local Resources:** Minnesota Department of Education, [www.education.state.mn.us](http://www.education.state.mn.us)  
 Minnesota Department of Health, [www.health.state.mn.us](http://www.health.state.mn.us)  
 County Health Departments  
 Action for Healthy Kids Minnesota, [www.actionforhealthykids.org](http://www.actionforhealthykids.org)

Board Approved: October 6, 2009  
 Board Approved: April 7, 2014

**6.31 STUDENT DISCIPLINE POLICY FOR ELEMENTARY AND SECONDARY**

*(For the complete policy, please go to the district website at [www.isd917.k12.mn.us](http://www.isd917.k12.mn.us).)*

The school board of District 917 believes that all students have the right to a learning environment that is conducive to the learning process and safe for students and staff members. Therefore, the school board directs the Secondary program and the Special Education program to develop appropriate guidelines and review procedures for student behaviors and procedures for student discipline that are consistent with the Minnesota Pupil Fair Dismissal Act, the Individuals with Disabilities Education Act, the Americans with Disabilities Act, Section 504 of the Rehabilitation Act of 1973, Minnesota Statutes Chapter 125A, Minnesota Rules Chapter 3525 and current school board policies.

While students may be removed from class, dismissed, suspended, expelled and excluded in accordance with applicable law, the school board of District 917 promotes the use of positive approaches to behavioral interventions.

An employee or agent of a public school district shall not inflict corporal punishment or cause corporal punishment to be inflicted upon a pupil to reform unacceptable conduct or as a penalty for unacceptable conduct. Thus, teachers, administrators, and other school employees shall not strike or spank a pupil with or without an object, or use unreasonable physical force against a student such as to cause bodily harm or substantial emotional harm to reform unacceptable conduct or as punishment. School employees may use reasonable force when it is necessary under the circumstances to restrain a student from causing bodily harm or death to another.

Police will be involved wherever laws have been broken.

Written rules governing student conduct, prepared by the administration and consistent with school board policy, shall be presented to each student or to the parent or guardian as appropriate.

**6.316.1 CODE OF STUDENT CONDUCT**

- A. The following are examples of unacceptable behavior subject to disciplinary action by the school district. Any student who engages in any of these activities shall be disciplined in accordance with this policy. The minimum consequence for each violation is a verbal warning. (See p. 29, 6.316). This policy applies to all school buildings, school grounds and school property, 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. 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. Hazing;
5. Attendance problems including, but not limited to, truancy, absenteeism, tardiness, skipping classes, or leaving school grounds without permission;
6. Violent opposition to authority;
7. Using, possessing or distributing tobacco or tobacco paraphernalia;
8. Using, possessing, distributing or being under the influence of alcohol or other intoxicating substances or look-alike substances;
9. Using, possessing, distributing or being under the influence of narcotics, drugs or other controlled substances, or look-alike substances, except as prescribed by a physician;
10. Using, possessing or distributing items or articles that are illegal or harmful to persons or property including, but not limited to, drug paraphernalia;
11. Using, possessing or distributing weapons, or look-alike weapons or other dangerous objects;
12. Violation of the school district Weapons Policy;
13. Possession of ammunition including, but not limited to, bullets or other projectiles designed to be used in or as a weapon;
14. Possession, use or distribution of explosives or any compound or mixture, the primary or common purpose or intended use of which is to function by explosion;
15. 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;
16. 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;
17. Violation of any local, state or federal law as appropriate;

18. 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;
19. Possession of nuisance devices or objects which cause distractions including, but not limited to pagers, radios and phones;
20. Violation of school, bus or transportation rules or the school bus safety policy;
21. 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;
22. Violation of directives or guidelines relating to lockers or improperly gaining access to a school locker;
23. Possession or distribution of slanderous, libelous or pornographic materials;
24. 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 or minority group or which connotes gang membership;
25. Criminal activity;
26. Falsification of any records, documents, notes or signatures;
27. 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;
28. Scholastic dishonesty which includes, but is not limited to, cheating on a school assignment, plagiarism or collusion;
29. Impertinent or disrespectful language toward teachers or other school district personnel;
30. Sexual and/or racial abuse and/or harassment;
31. 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;

32. Committing an act which inflicts great bodily harm upon another person, even though accidental or a result of poor judgment;
33. 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;
34. Verbal assaults, or verbally abusive behavior, including, but not limited to, use of language that is discriminatory, abusive, obscene, threatening, intimidating or that degrades other people;
35. Physical or verbal threats, including, but not limited to, the staging or reporting of dangerous or hazardous situations that do not exist;
36. 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;
37. Violation of school rules, regulations, policies or procedures;
38. 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 interfere with or obstruct the mission or operations of the school district or the safety or welfare of students or employees.

Board Approved 11/21/95

### 6.316 OFFENSES AND POTENTIAL CONSEQUENCES

Listed below are Intermediate School District 917 categories of student discipline and potential consequences for infraction of those policies. These rules do not preclude the application of Building/District rules to individual students, especially those attending in a regular education school building.

Discipline situations that arise which are not covered by these guidelines will be handled on a case-by-case basis as allowed by Minn. Stat. §§ 121A.40 to 121A.56. Behaviors that are willful and disruptive or potentially harmful are included. Unique or special situations at a particular school may call for an adjustment in the discipline policies to the school or district's needs and will be handled on a case-by-case basis.

Each offense listed may result in any or several of the following consequences depending upon the circumstances, including the pupil's prior disciplinary offenses. At a minimum, a verbal warning shall be given for each infraction. The specific form of discipline or action chosen in a particular case is within the discretion of the school district acting in compliance with applicable state and federal laws.

1. Verbal warning;
2. Parent/guardian and/or student conference with school staff and/or administration;
3. Removal from class;
4. Dismissal from school for one (1) day or less;
5. Suspension under the Pupil Fair Dismissal Act;
6. Referral to in-school or outside support services;
7. Administrative transfer to another school or return to home school district so long as transfer is not a significant change in placement as defined under Minnesota law;
8. Review of placement type and location for disabled students;
9. Expulsion or exclusion under the Pupil Fair Dismissal Act;
10. Suspension from extra-curricular activities;
11. Detention or restriction of privileges;
12. In-school suspension;
13. Revised class schedule or program change;
14. Assignment to alternative program;

15. Referral to law enforcement authorities;
16. Restitution; and
17. Other disciplinary action as deemed appropriate by the school district.

## 6.316(a) WEAPONS POLICY

It is the policy of District 917 to maintain a positive, safe, secure learning and working environment. In striving to attain such an environment, the District takes the position of zero tolerance for weapons in our schools and programs, except as specifically stated below. Zero tolerance means the District will view safety violations as very serious matters and will take all necessary and appropriate disciplinary steps. All weapons or instruments that have the appearance of a weapon (look alike) are prohibited within all school environments and the school except for educational purposes as authorized in advance by the Director or designee. School environments include, but are not limited to, district-owned buildings; school grounds, leased or rented facilities; school-sponsored activities; field trips; school vehicles and school buses/vans rented or owned; and school bus/van stops, any entrance or departure from school premises or events and all school related functions. Anyone found to be in possession of a weapon in any area defined in this policy, before, during or after school hours is subject to administrative and legal action. Possession shall mean on one's person or in an area subject to one's control.

### 1. Possession of a Firearm (or Explosive Device)

Any person having a firearm (which includes explosive devices) on their person or in an area subject to their control in a school environment, will be subject to the same procedures and consequences listed under the consequences and procedures for possession of a weapon. In addition, firearm possession will result in an expulsion for a period of one calendar year (12 month period) consistent with Minn. Stat. § 121A.44. The school board will require expulsion if the parent waives their right to an expulsion hearing or if it is determined through an expulsion hearing that student did in fact bring or possess a firearm in a school environment. The school board may modify this expulsion requirement on a case-by-case basis pursuant to Minnesota or federal law. Unlawful possession of a firearm must be reported to the proper authorities (e.g., area police) as soon as possible.

### 2. Student Reporting

Students who see or become aware of a weapon at school must not touch it nor remain in the presence of a person or group if a weapon is present. Students must notify a staff person immediately for the safety of all concerned; students not following these steps are subject to disciplinary action which may include expulsion.

### 3. Weapons

The district takes a position of "Zero Tolerance" on use or possession of the following objects:

- All firearms, whether loaded or unloaded, etc.\*

- Other guns of all types including air guns, pellet, B-B, stun, look-alike, and non-functioning guns that could be used to threaten others.
- Knives, switchblades or automatically opening blades, daggers, swords, razors, or similar objects.
- Artificial knuckles or other objects designed to be worn over the fist or knuckles.
- Blackjacks, clubs, nunchucks, throwing stars, or similar objects.
- Explosives\*\*
- Poisons, chemicals, or substances capable of/causing bodily harm.\*\*\*
- Bow and arrows, sling-shots, or similar objects.
- Incendiary devices.
- Any other device or instrument used to intimidate, threaten or inflict harm.
- Any device or instrument meeting federal or state definitions of a weapon.

\*For purposes of this policy, a firearm is defined under federal law at 18 U.S.C. 921. The definition includes (a) any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; (b) the frame or receiver of any such weapon; (c) any firearm muffler or firearm silencer; or (d) any destructive device (including any explosive, incendiary, poisonous gas, bomb, grenade, rocket, missile, device or any other device similar to the devices listed).

\*\*For purposes of this policy, an explosive is defined under federal law at 18 U.S.C. 844(i). This definition includes gun powders, powders used for blasting, all forms of high explosives, blasting materials, fuses (other than electrical circuit breakers), detonators, and other detonating agents, smokeless powders and any chemical compounds, mechanical mixture, or device that contains any oxidizing and combustible units, or other ingredients, in such proportions, quantities, or packing that if ignited by fire, by friction, by concussion, by percussion, or by detonation of the compound, mixture, or device or any part thereof may cause an explosion.

\*\*\*Although tear gas compounds or other disabling compounds are considered potential weapons under this policy, parents/guardians of a student may make special arrangements with the administrator if a student feels he or she needs Mace or any other disabling compound for defensive purposes outside the school setting. Such arrangements shall be made in advance for the student to check the disabling compound into the school office. Employees may make special arrangements with their administrator.

#### **4. Procedures and Consequences. Violation by Students**

The procedure and consequences for the offenses are:

- (a) Confiscation of the weapon (if it can be done safely), notification of police and request assistance if needed,
- (b) Notification of the superintendent or designees,
- (c) Holding an administrative conference with student(s), which will:
  - i. Inform the student of the policy provision that has been violated.
  - ii. Confront the student with the allegations.
  - iii. Provide an opportunity for the student to respond to the allegations, (An administrative conference is not immediately required where the student presents an immediate and substantial danger to self or to surrounding persons or property.)
- (d) Notify the parent/guardian,
- (e) Immediate suspension from school,
- (f) Recommendation to the superintendent of expulsion or exclusion. The superintendent will review the recommendations and, based upon factors including, but not limited to, the surrounding circumstances, student's discipline record, or presence or suspected presence of disability, will determine whether to forward the recommendation to the school board for expulsion or exclusion proceedings consistent with provisions of the Pupil Fair Dismissal Act and Minnesota law.

#### **5. Violation by Other Youths and Adults, Including Employees**

- (a) Immediate notification of police, and
- (b) Employees will also be subject to district investigation and application of relevant district personnel policies and disciplinary procedures.

#### **6. Exception Regarding Possession**

K-12: A student who finds a weapon on the way to school, on school property, or in the school building and takes the weapon immediately and directly to the administrator's office shall not be considered in possession of a weapon.

#### **7. Authorized Instructional and Work-Related Equipment and Tools**

While this policy represents a "zero tolerance" position on weapons and/or look-alike weapons, it is not meant to interfere with instruction or use of appropriate equipment and tools by employees and students. Such

equipment, when properly used and stored, shall not be considered a weapon for purposes of this policy. However, when authorized instructional and work equipment and tools are used in a potentially dangerous or threatening manner, the guidelines and consequences of this policy will take effect.

## **8. Exceptions**

This policy, pursuant to Minnesota Statutes, provides for the following exceptions:

- (a) Licensed peace officers, military personnel or students participating in military training, who are performing official duties.
- (b) School district-approved safety courses or activities conducted on school property.
- (c) School district-approved possession and use of dangerous weapons by a ceremonial color guard.
- (d) School district-approved gun or knife show held on school property.
- (e) School district-approved possession and use of starter guns for athletic contests.
- (f) Possession of dangerous weapons with prior written permission of the administrator in keeping with the terms of permission.

## 6.77 DNR-DNI ORDERS

### I. PURPOSE

The school district recognizes that it is serving students with complex health needs. The school district also recognizes that school district staff may be confronted with requests to withhold emergency care of a student in the event of a life-threatening situation at school or school activities or be presented with Do Not Resuscitate/Do Not Intubate (DNR-DNI) orders. The purpose of this policy is to provide guidance to school district staff in these situations.

### II. GENERAL STATEMENT OF POLICY

- A. The primary mission of the school district is education. DNR-DNI Orders are medical documents. School district staff will not accept or honor requests to withhold emergency care of DNR-DNI orders (including AED's). The school district will not convey such orders to emergency medical personnel.
- B. School district staff will provide reasonable emergency care and assistance when a student is undergoing a medical emergency during school or school activities.
- C. School district staff will activate emergency medical services (911) as soon as possible when a student is undergoing a medical emergency during school or school activities.
- D. The parent/guardian will be notified of the emergency as soon as possible.
- E. Notwithstanding this school district policy, IEP and § 504 teams must do individual emergency health plans for students when indicated in keeping with state and federal law.
- F. School district staff will not provide DNR-DNI orders to emergency responders.
- G. Parents/guardians who request that emergency care be withheld for their child or who present DNR-DNI Orders, shall be advised of and shall be given a copy of this policy.

**Legal References:** 29 U.S.C. § 794 *et seq.* (§ 504 Rehabilitation Act of 1973)  
42 USCA §§ 12101-12213 (Americans with Disabilities Act)

**Cross References:** Policy 06.74, Special Education Health Services

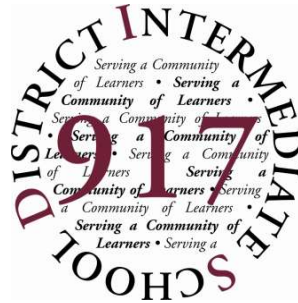
Board Approved 12/4/01  
Revised January 4, 2005

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## DISTRICT REPORTING PROCEDURE REGARDING INAPPROPRIATE STUDENT-TO-STUDENT CONTACT

If a special education student verbally or physically threatens (i.e. abusive language or language threatening to harm and/or inappropriate touch such as spitting, hair pulling, kicking or hitting with an opened or closed hand) another student, the following procedures will be followed:

- The special education student's Individualized Education Plan (IEP) team will consider developing a behavioral intervention plan approved by the parents for dealing with such inappropriate behavior; and
  - The behavioral intervention plan will be reviewed as appropriate by the teacher and program supervisor to evaluate its effectiveness; and further,
  - If progress cannot be documented, a conference will be held to revise the plan accordingly.
- Such behavior will be charted on a daily log by school staff. Critical incidents or change in patterns will be brought to the attention of the program supervisor;
- A weekly log summarizing the daily data will be compiled by the classroom teacher and a copy placed in the school nurse's office;
- If an injury occurs as a result of physical contact, the student must be seen by school nursing staff. An "Incident Report of Student Injury" also must be completed and discussed with the District 917 program administrator;
- Parents of both parties (student offender and victim) will be informed of all such incidents (whether or not physical harm occurs) on a daily or weekly basis, depending on the frequency of such incidents, and the parental contacts will be documented on the "Parent contact Log" (CA7).



## Restrictive Procedures Plan

*In accordance with Minnesota Statute 125A.0942, Subd. 1, schools that intend to use restrictive procedures shall maintain and make publicly accessible a restrictive procedures plan for children. The plan specifically outlines restrictive procedures the school intends to use; how the school will implement a range of positive behavior strategies and provide links to mental health services; how the district will provide training on de-escalation techniques; how the school will monitor and review the use of restrictive procedures, including post use debriefings and convening an oversight committee quarterly; and a written description and documentation of the training staff have completed.*

### *Restrictive procedures used in Intermediate School District 917*

- Seclusion  
Rooms intended for seclusion meet all of the requirements in accordance with Minnesota Statute 125A.0942, Subd. 3. and are registered with the Commissioner of Education.
- Physical holding  
Physical holding procedures are used as the least intrusive procedure necessary to protect a child or other individual from physical injury or to prevent serious property damage in emergency situations. Staff are trained annually regarding requirements and appropriate implementation as part of evidence-based certification programs including CPI – Crisis Prevention Intervention and PCM – Professional Crisis Management. These evidence-based certification programs not only train in appropriate implementation of holds but also techniques to be used in de-escalation.

*How the school will implement a range of positive behavior strategies and provide links to mental health services:*

- Positive Behavior Interventions and Supports will be implemented when appropriate by site.
- School social workers, mental health professionals and mental health practitioners will be assigned to sites district wide to provide links to mental health services.
- Staff will coordinate with outside service providers to ensure links to mental health services.
- Some sites will participate in school-linked mental health services provided by a grant through the Department of Human Services.

*How the school will monitor and review the use of restrictive procedures:*

- A restrictive procedure may be used in an emergency when immediate intervention is needed to protect a child or other individual from physical injury; and less intrusive or

non-physical interventions would not be effective; if a behavior intervention plan has been developed for the student and the student has failed to respond to those reinforcement techniques.

- The staff who implements or oversees the restrictive procedure shall inform the administration of any use of a restrictive procedure as soon as possible and complete the *Incident Report Form* no later than the next working day. This will be submitted to the program's direct supervisor.
- Additionally, in the event prone restraint is utilized, the *MDE Prone Restraint Report Form* will be completed within two working days. This will be submitted to the program's direct supervisor and also to the director of special education.
- The *Post Use Debriefing Form* will be completed by an administrator or designee within two working days of receipt of the *Incident Report Form*.
- Each site will maintain an ongoing record of all reported uses of restrictive procedures.
- Quarterly, each supervisor will convene an oversight committee which will consist of the assistant director /principal, lead teacher, school social worker and school psychologist. This oversight committee will review the use of restrictive procedures based on patterns or problems indicated by similarities in the time of day, day of the week, duration of the use of a procedure, the individuals involved, or other factors associated with the use of restrictive procedures; the number of times a restrictive procedure is used school wide and for individual children; the number of types of injuries, if any, resulting from the use of restrictive procedures; whether restrictive procedures are used in nonemergency situations; the need for additional staff training; and proposed actions to minimize the use of restrictive procedures.
- Quarterly reports from site oversight committees will be reviewed by the district oversight committee consisting of the director of special education and the assistant director/principal for each site implementing restrictive procedures. This committee will review aggregate data, monitor site procedures and provide district training if necessary.

#### *Documentation and Notification*

- Individual Education Plans  
The team should include a plan for using restrictive procedures in the IEP (Individual Education Plan) and BIP (Behavior Intervention Plan) but may only use the procedures in situations that constitute an emergency. The IEP and BIP must indicate how the parent wants to be notified when a restrictive procedure is used. The team is expected to debrief after every restrictive procedure and complete the *Incident Report Form*.
- Parental notification
  1. Parents should be notified the same day that a restrictive procedure is used. If this is not possible, there should be written or electronic notification within 2 days.
  2. An IEP meeting must be convened within ten calendar days when restrictive procedures are used on two separate school days within 30 calendar days or when a pattern emerges, and use of restrictive procedures in an emergency are not included in the IEP or BIP or at the request of a parent or the district after restrictive procedures are used. Restrictive procedures must be reviewed at a child's annual individualized education program meeting when the child's individualized education plan provides for using restrictive procedures in an emergency.
  3. An *Incident Report Form* must be completed every time a restrictive procedure is used.

*Training*

The following employee job classifications are authorized to use restrictive procedures:

- Licensed special education teachers
- Licensed school social workers
- Licensed school psychologists
- Other certified/registered/licensed educational professionals (Behavior Specialists, Autism Specialists)
- Mental health professionals
- Paraprofessionals

See training grid for detailed staff training information by program.

Find the following information in the Parent/Guardian Resources under Special Education Services on the website: [www.isd917.k12.mn.us](http://www.isd917.k12.mn.us).

- Appendix A Incident Report Form
- Appendix B MDE Prone Restraint Report Form
- Appendix C Post Use Debriefing Form
- Appendix D Training Grid



# Minnesota Health Care Programs

*This information is effective July 1, 2013 through June 30, 2014.*

**M**innesota offers several health care programs to people who qualify. You can apply for any of these programs by filling out a Minnesota Health Care Programs Application. If you want to apply for payment of long-term care services such as nursing home care or waiver services to help you stay in your home, use the Minnesota Health Care Programs Application for Payment of Long-Term Care Services.

For more information or to get an application:

- Contact your county human or social services office.
- Call MinnesotaCare at 651-297-3862 or 800-657-3672.
- Call the Department of Human Services at 651-431-2670 or if calling long distance, 800-657-3739.
- Go to [www.dhs.state.mn.us/healthcare](http://www.dhs.state.mn.us/healthcare)
- Apply online at [www.applymn.dhs.mn.gov](http://www.applymn.dhs.mn.gov)

## What if I need help filling out the application?

You can ask someone to help you fill out your application and give information. This person must be 18 years of age or older. This person may be a relative, friend or someone appointed by the court.

You can also make an appointment to meet with a worker by calling your county office or MinnesotaCare. A worker will review your application with you.

## How can I qualify?

To get health care program coverage, you must meet the program rules. Income and asset limits may apply depending on your age, pregnancy status and the health care program you apply for.

Assets that may count include cash, bank accounts, stocks, bonds, certain vehicles and property where you do not live. Assets that are not counted include the home where you live, household goods, certain assets owned by an American Indian and personal items such as clothing and jewelry.

## What services are covered?

Minnesota's health care programs may cover the following medical services:

- Doctor visits
- Dental visits
- Hospital care
- Prescriptions and immunizations
- Eye exams and eye glasses
- Chiropractic care
- Family planning
- Hearing aids
- Mental health services
- Medical equipment and supplies

You may have to pay a small copay toward some medical costs. Pregnant women and children under 21 do not pay copays.

## Which health care program can I qualify for?

When we get your application, a worker will determine which program gives you the best coverage. You will get a letter in the mail telling you which program you qualify for. If you do not qualify for any program, the letter will tell you why you do not qualify.

The following is information about each program.

**Over →**

## Medical Assistance (MA)

MA pays for current and future medical bills. MA may also pay for medical bills going back three months from when you:

- Turn in your application.
- Give us a note saying you want to apply for health care coverage. The note must include your name and address or phone number.

If you give us only a note to apply, you must fill out and turn in an application within 30 days.

To get MA, you must:

- Live in Minnesota.
- Meet income and asset limits.

MA has many rules. You must meet all the rules to qualify. When you apply, a worker will review your information and see if you qualify.

### MA Monthly Income Limits

Family size	1	2	3
Infants under age 2	\$2,681	\$3,619	\$4,557
Children ages 2 through 18	1,437	1,940	2,443
Children ages 19 and 20	958	1,293	1,628
Pregnant woman	--	3,556	4,478
Adults with children	--	1,293	1,628
People who are blind or have a disability	958	1,293	1,628
Adults age 65 and over	958	1,293	1,628
Adults age 21-64 without children	719	971	--

### MA Asset Limits

There is no asset limit for:

- Pregnant women.
- Children under age 21.
- Adults 21-64 without children.

Asset limits apply to the following people.

Family size	1	2 or more
Adults with children	--	\$20,000
People who are blind or have a disability	\$3,000	6,000*
Adults age 65 and over	3,000	6,000*

\*For each additional dependent in the home add \$200.

For people who are self-employed, net capital and operating assets are excluded up to \$200,000 for MA for families.

### What if I am disabled and working?

If you are disabled and have a job, you may qualify for Medical Assistance for Employed Persons with Disabilities (MA-EPD). You will have to pay a monthly premium unless you give proof that you are an American Indian. The premium amount is based on your monthly income.

### MA-EPD Asset Limits

The asset limit for MA-EPD is \$20,000 per enrollee. Some items are not counted for MA-EPD, such as your retirement account, your spouse's assets and certain assets owned by an American Indian.

## MinnesotaCare

MinnesotaCare is available for people who do not have health insurance or access to insurance through an employer. Some children may get MinnesotaCare even if they have insurance or access to insurance through an employer.

You pay a monthly premium for MinnesotaCare unless:

- You are a child in a household with income below certain limits.
- You qualify as a child under 21 leaving foster care or a juvenile residential correctional facility.
- You or a household member is an American Indian enrolled in MinnesotaCare.
- A family member completed a military tour of duty within two years of being approved for coverage. Military families may be able to get coverage without a premium for up to 12 months. This benefit is available to members of the Army, Navy, Air Force, Marines, Coast Guard, National Guard and Reserves.

The cost depends on your family size and income.

If your household must pay a premium, coverage starts the first day of the month after you pay your first premium. If your household does not have to pay a premium, coverage starts the first day of the month after your coverage is approved. Coverage for children who lived in foster care or a juvenile residential correctional facility on their 18th birthday starts the first day of the month following the month they are released from care.

To get MinnesotaCare, you must:

- Live in Minnesota.
- Be a U.S. citizen or a qualifying noncitizen.

You cannot enroll in MinnesotaCare if:

- You are a parent, legal guardian, foster parent or relative caretaker, and your gross household income is over the limit for your family size or is \$57,500 or more.

- Your current employer offers health insurance and pays half or more of the monthly cost of the insurance.
- You currently have or have had health insurance including Medicare in the last four months.
- Your employer offered health insurance, paid half or more of the monthly cost, and stopped insurance within the last 18 months.

Some children may get MinnesotaCare even if they have insurance, have had insurance in the last four months or can get insurance through an employer.

### MinnesotaCare Monthly Income Limits

Children under 21 do not have an income limit.

Family size	2	3
Adults with children under age 21 in the home	\$3,556	\$4,478

Family size	1	2
Adults without children		
Gross income of at least	\$ 720	\$ 972
Gross income of less than	1,914	2,584

### MinnesotaCare Asset Limits

Pregnant women and children under 21 do not have an asset limit.

Adults have the following asset limits:

Family size	1	2 or more
Adults	\$10,000	\$20,000

For people who are self-employed, net capital and operating assets are excluded up to \$200,000.

## Should I apply for MA or MinnesotaCare?

Families with children can choose between MA and MinnesotaCare. The information below may help you decide if MA or MinnesotaCare is right for you.

### Medical Assistance (MA)

- You do not pay a monthly premium for MA.
- MA coverage may go back three months from when we get your written request for coverage.
- You can have other health insurance, even if it is through an employer, and still qualify for MA.
- If you have other health insurance, MA may pay your health insurance premiums.
- If MA ends, you can get coverage again whenever you meet the program rules.

### MinnesotaCare

- MinnesotaCare income limits are higher than MA income limits. There is no income limit for children under 21.
- Most people must pay a monthly premium.
- If you must pay a premium, the first premium must be paid before coverage can start.
- If you are required to pay a premium, you must pay it every month or your coverage will end. If your MinnesotaCare ends, you cannot enroll again for four months.
- Coverage cannot go back to previous months unless your MA just ended.
- MinnesotaCare requires that you and your family members be without other insurance coverage for four months before you can qualify. This rule may not apply to children.
- You and your family members will not qualify for MinnesotaCare if your employer offers health insurance and pays 50% or more of the premium. This rule may not apply to children.

## Healthy Minnesota Contribution Program

The Healthy Minnesota Contribution Program helps pay private health plan premiums for adults without children. To qualify you must:

- Live in Minnesota.
- Be a U.S. Citizen or a qualifying noncitizen.
- Meet income and asset limits.

You cannot enroll if:

- Your current employer offers health insurance and pays half or more of the monthly cost.
- You currently have or have had health insurance including Medicare in the last four months.
- Your employer offered health insurance, paid half or more of the monthly cost, and stopped insurance within the last 18 months.

### Monthly Income Limits

Family size	1	2
Gross income of at least	\$1,915	\$2,585
Gross income of no more than	2,394	3,232

### Asset Limits

Family size	1	2
Adults	\$10,000	\$20,000



**STUDENT/PARENT AGREEMENT**

<p><b>HANDBOOK</b> I have received a copy of the parent/guardian student handbook. I understand and agree to follow the policies and procedures identified for Intermediate School District 917 Special Education Programs.</p>	<p><b>YES</b>   <b>NO</b> <input type="checkbox"/>   <input type="checkbox"/></p>
<p><b>PERMISSION FOR PHOTOS, SLIDES, VIDEOTAPES, YEARBOOK</b> Intermediate School District 917 periodically uses slides and videotapes when presenting information to other persons interested in our special education programs. Parties who might view such media could include other special education personnel, students, parents, Board of Education members or other personnel directly associated with our programs. We are requesting your permission to take and use your child's photograph for the above purpose. Before we will proceed to use your child's photo, we need your signed permission.</p>	<p><b>YES</b>   <b>NO</b> <input type="checkbox"/>   <input type="checkbox"/></p>
<p><b>COMMUNITY-BASED PROGRAMMING</b> I give permission for my student to take part in off-campus community instruction and programming during the current school year. I understand that the activities will be supervised by the ISD 917 staff and that there will be notification prior to each specific outing.</p>	<p><b>YES</b>   <b>NO</b> <input type="checkbox"/>   <input type="checkbox"/></p>
<p><b>COMMUNITY-BASED VOLUNTEER PROGRAMMING</b> I give permission for my student to take part in on- and off-campus instruction and programming during the current school year. I understand that the activities will be supervised by ISD 917 staff and that there will be a variety of volunteer experiences.</p>	<p><b>YES</b>   <b>NO</b> <input type="checkbox"/>   <input type="checkbox"/></p>
<p><b>ACCEPTABLE USE AND INTERNET SAFETY PERMISSION FORM</b> I have read the Acceptable User and Internet Safety guidelines as published in the student handbook. I understand that the Network and Internet are provided for students for educational purposes and that I must give permission for my child to access the Network or Internet.</p> <p>The district has taken precautions to eliminate unacceptable materials or communications and has informed students of their responsibility to access appropriate material. However, I recognize that it is possible for students to access materials and communications that violate these guidelines. I understand that students violating these guidelines are subject to school disciplinary actions and possible referral to law enforcement agencies. I will not hold the District responsible for unacceptable materials acquired on Network or Internet.</p>	<p><b>YES</b>   <b>NO</b> <input type="checkbox"/>   <input type="checkbox"/></p>

Student Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Revised 6-12-09

# Intermediate School District 917

## Staff Handbook

2014-2015

1300 145th Street East • Rosemount, MN 55068  
[www.isd917.k12.mn.us](http://www.isd917.k12.mn.us)

The information in this handbook is a reference. Federal/state/local law, district policy, and negotiated labor agreements are *summarized*. Refer to legal documents for specifics.

This summary of district procedures supersedes any earlier district handbooks.

Revised June 2014

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## WELCOME

Welcome and congratulations on being a member of the Intermediate School District 917 community. I hope your experience as a member of the ISD 917 staff is rewarding, challenging, and enjoyable. Our mission to serve the many needs of the students from our member districts is ever changing and requires us to modify and adapt our services frequently. Our attitude and philosophy is to meet the needs of each student as the member districts seek service, rather than offering rigidly structured programs to “choose from.” Our attitude and philosophy of flexibility and adaptation is what makes our services unique.

As a staff member of ISD 917, you will need information on many topics. This handbook is designed to be a resource to the many topics and situations you may encounter as an employee of ISD 917. The handbook is not designed to include all of the details of a topic but is intended to be a starting point that leads you to the needed information. In many instances there will be a reference to a website that will provide the in-depth details you are seeking. You are also encouraged to contact your supervisor or other appropriate staff member if the information you are seeking is not sufficiently addressed in the handbook or website.

The processes and procedures described in the handbook help us as staff in ISD 917 to be consistent and efficient in our work as a team. We are an excellent Intermediate School District because we have excellent staff who are committed to working together for the success of all learners. I thank all of you for the work that each of you do each day.

Dr. John M. Christiansen – Superintendent

## INTERMEDIATE SCHOOL DISTRICT 917 INFORMATION

Intermediate School District 917 is one of Minnesota’s three intermediate school districts created by the state legislature in the late 1960’s. The 917 school board was organized in March of 1970, with one board member from each of the nine member school districts: Bloomington, Burnsville/Eagan/Savage, Farmington, Hastings, Inver Grove Heights, Lakeville, Randolph, South St. Paul, and West St. Paul/Mendota Heights/Eagan.

The board meets once a month on the first Tuesday in the 917 Board Room at Dakota County Technical College. The meeting agenda is posted at several district locations prior to the meeting. Agendas and minutes can be found on the website at [www.isd917.k12.mn.us](http://www.isd917.k12.mn.us).

The Superintendent of Intermediate School District 917 is **Dr. John Christiansen**.

Other district administrators and their areas of responsibility are:

**Eric Van Brocklin, Secondary Principal**

- DCALS (Dakota County Area Learning School – “Home of Career and Technical Education”), and DCALS NORTH

**Nicolle Roush, Business Manager**

**Melissa Schaller, Director of Special Education**

- Leadership of district special education programming for students birth through age 21 for our member districts in Dakota County

**Jennifer Hetland, Assistant Director/Principal of Special Education**

- Alliance Education Center (IDEA and SUN), Juvenile Services Center (JSC) including Riverside and New Chance, Anthony Louis, Options

**Dave Stoll, Assistant Director/Principal of Special Education**

- IDEA Satellite, SUN Satellite, TEA Satellite, State Assessments

**Kitri Larson Kylo, Assistant Director/Principal of Special Education**

- Deaf and Hard of Hearing, Audiology, Visually Impaired, Physical and Health Disabilities, Physical Therapy and Due Process

**Don Budach, Assistant Director/Principal of Special Education**

- Assistive Technology, TESA, DASH, PACES, Occupational Therapy, Speech/Language Pathology, DCALS-Special Education, DAPE

**Key:**

- IDEA - Intra Dakota Educational Alternative
- SUN - Students with Unique Needs
- TEA - Therapeutic Education Alternative
- TESA - Transition Education Service Alternative
- DASH - Dakota Alternative for Severely Handicapped
- PACES - Program Alternative for Communication, Education and Socialization
- DCALS - Dakota County Alternative Learning School
- DAPE - Developmentally Appropriate Physical Education
- DCALS STC – Secondary Technical Center

**Cory Langenfeld, Technology Coordinator**

## **MISSION STATEMENT OF INTERMEDIATE SCHOOL DISTRICT 917**

***Intermediate School District 917 serves as the best resource for school districts committed together to success for all learners.***

## Sixteen Expectations for Staff

### I. Professional and Ethical Standards

1. **Be a team player.** Bring a positive attitude to work everyday. Communicate effectively 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.
2. **Serve as a role model in your dress, speech, and actions.** Dress and act appropriately for your role and personal safety. Always use respectful language. Avoid jokes, off-color 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.
3. **Teachers and their assistants are responsible for the education and supervision of students at all times.** Appropriate hands off must be communicated clearly.
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 Crisis Prevention Institute (CPI) 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, or conduct a strip search. When in doubt, do not act until you have spoken with your supervisor.
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.
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. Respect other staff members' confidentiality. Review the District's data privacy requirements by viewing the training module that is part of the Annual Mandatory Training available on the district website.
7. **You are a mandatory reporter of suspected maltreatment of minors and vulnerable adults.** The District 917 policy on maltreatment is available on the district website.
8. **Only have contact with your students during times in which they are enrolled**

**in 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 District 917 student, report that to your supervisor as well.

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.
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.
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 work station 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 AESOP, 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 917 website.

## II. General Work Rules

12. **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.
13. **Only use District 917 vehicles when it becomes necessary to transport students as part of your job assignment. Staff must undergo training provided by the district to operate district vehicles.**
14. **Use 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 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. Weather bug), wallpaper (e.g. Web Shots), 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.

15. **Smoking is not allowed on District property.** Therefore, no person may smoke or use a tobacco product in any building or vehicle or on grounds owned or leased by the school district. Smoking cessation programs are available through Medica.
16. **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 as soon as possible for an explanation.

Best wishes for a successful school year!

# **CODE OF ETHICS OF THE EDUCATION PROFESSION**

## **Adopted by the National Education Association Representative Assembly 1975**

The educator, believing in the worth and dignity of each human being, recognizes the supreme importance of the pursuit of truth, devotion to excellence, and the nurture of democratic principles. Essential to these goals is the protection of freedom to learn and to teach and the guarantee of equal educational opportunity for all. The educator accepts the responsibility to adhere to the highest ethical standards.

The educator recognizes the magnitude of the responsibility inherent in the teaching process. The desire for the respect and confidence of one's colleagues, of students, of parents and of the members of the community provides the incentive to attain and maintain the highest possible degree of ethical conduct. The Code of Ethics of the Education Profession indicates the aspiration of all educators and provides standards by which to judge conduct.

### **PRINCIPLE I: COMMITMENT TO THE STUDENT**

The educator strives to help each student realize his or her potential as a worthy and effective member of society. The educator therefore works to stimulate the spirit of inquiry, the acquisition of knowledge and understanding, and the thoughtful formulation of worthy goals.

### **PRINCIPLE II: COMMITMENT TO THE PROFESSION**

The education profession is vested by the public with a trust and responsibility requiring the highest ideals of professional service.

In the belief that the quality of the services of the education professional directly influences the nation and its citizens, the educator shall exert every effort to raise professional standards, to promote a climate that encourages the exercise of professional judgment, to achieve conditions which attract persons worthy of the trust to careers in education, and to assist in preventing the practice of the profession by unqualified persons.

# CODE OF ETHICS FOR MINNESOTA TEACHERS

Adopted by the Minnesota Board of Teaching

Each teacher upon entering the teaching profession, assumes a number of obligations, one of which is to adhere to a set of principles which defines professional conduct. These principles are reflected in the following code of ethics, which sets forth to the education profession and the public it serves standards of professional conduct and procedures for implementation.

This code shall apply to all persons licensed according to rules established by the Minnesota Board of Teaching.

Standards of professional conduct are as follows:

- A. A teacher shall provide professional educational services in a nondiscriminatory manner.
- B. A teacher shall make reasonable effort to protect the student from conditions harmful to health and safety.
- C. In accordance with state and federal laws, a teacher shall disclose confidential information about individuals only when a compelling professional purpose is served or when required by law.
- D. A teacher shall take reasonable disciplinary action in exercising the authority to provide an atmosphere conducive to learning.
- E. A teacher shall not use professional relationships with students, parents, and colleagues to private advantage.
- F. A teacher shall delegate authority for teaching responsibilities only to licensed personnel.
- G. A teacher shall not deliberately suppress or distort subject matter.
- H. A teacher shall not knowingly falsify or misrepresent records or facts relating to that teacher's own qualifications or to other teachers' qualifications.
- I. A teacher shall not knowingly make false or malicious statements about students or colleagues.
- J. A teacher shall accept a contract for a teaching position that requires licensing only if properly or provisionally licensed for that position.

# **CODE OF ETHICS FOR ADMINISTRATORS**

## **Adopted by the Minnesota State Board of Education prior to 2001**

NOTE: The following Code of Ethics was adopted by the State Board of Education. The State Board of Education was abolished and in 2001 the Board of School Administrators was created by the legislature. The Board of School Administrators has not yet adopted a Code of Ethics.

The administrator acknowledges that the schools belong to the public they serve for the purpose of providing educational opportunities to all. However, the administrator assumes responsibility for providing professional leadership in the school and community. This responsibility requires the administrator to maintain standards of exemplary professional conduct.

Implicit to adopting this ethical code is the belief that each administrator is significant to the successful accomplishment of the school's mission and that an environment of collaboration, cooperation, and respect for each other's role and responsibility must be maintained.

A school administrator shall:

1. Provide professional educational services in a nondiscriminatory manner.
2. Take reasonable action to protect students and staff from conditions harmful to health and safety.
3. Take reasonable action to provide an atmosphere conducive to learning.
4. Not misuse professional relationships with students, parents, and caregivers, staff or colleagues to private advantage.
5. Disclose confidential information about individuals only when a compelling professional purpose is served in accordance with state and federal laws, and school district policies.
6. Not knowingly falsify or misrepresent records or facts relating to the administrator's qualifications, or to the qualifications of other staff or personnel.
7. Not knowingly make false or malicious statements about students, students' families, staff or colleagues.
8. Not accept gratuities, gifts, or favors that impair professional judgment, nor offer any favor, service or item of value to obtain special advantage.
9. Only accept a contract for a position when licensed for the position or when a school district is granted a variance by the State Board of Education under Minnesota Statutes, section 121.11, subdivision 7b.
10. In filling positions requiring licensure, shall employ, recommend for employment, and assign only appropriately licensed personnel, or persons for whom the school district has been granted a variance by the appropriate state board or agency, unless, after making reasonable efforts to obtain a variance, an appropriately licensed person cannot be assigned and the position must be filled to meet a legitimate emergency educational need.
11. Not engage in conduct involving dishonesty, fraud, or misrepresentation in the performance of professional duties.

## IMPORTANT INFORMATION FOR ALL EMPLOYEES

### Accident Reports/Workers' Compensation

Any employee sustaining an injury as part of fulfilling a job responsibility should immediately report the accident or injury to the school nurse (if available) and their immediate administrator. Reportable injuries include blood borne pathogen exposure incidents. The employee's administrator/ employee must further complete the "First Report of Injury Report" and the "Information and Privacy Statement". [The First Report of Injury Form and Information and Privacy Statement must be completed and filed with the Business Manager's Administrative Assistant in the Business Office within 24 hours. These forms are found on the district website at \[www.isd917.k12.mn.us\]\(http://www.isd917.k12.mn.us\), under Employee Information, Worker's Compensation Forms.](#)

Employees who need medical treatment should seek treatment at a facility of their choice. Take and give clinic the "Worker Compensation Address" information for billing purpose. Call 911 in an emergency. The employee must return a "workability report" filled out by the attending physician to their administrator and the business office as soon as possible.

### Employee Work Related Injury Procedures

- Know and follow all safety policies and procedures
- Report **all** work related injuries immediately to your supervisor - within 24 hours
  - Reports may be made via e-mail, voicemail or in person
- Return signed *Information and Privacy Statement* to your supervisor within 24 hours from the date received from your supervisor
- If medical attention is necessary, inform your treating doctor that recovery at work opportunities are available to accommodate your physical abilities
- At the time of clinic visit, have the doctor complete the required *Workability Report* and return to your supervisor
  - The district provided form can be used or the form can be a clinic form (it should include the clinic name, address and phone number)
- Provide the clinic with *Workers Compensation Insurance Provider Information* for billing purposes
- Provide the *Workability Report* to your Supervisor same day or within 24 hours of receipt
- If restrictions are imposed in the *Workability Report*, report to work on the next scheduled shift. Follow your doctor's orders and restrictions at home and at work.
- Visit the doctor at the conclusion of restrictions to assure release.

### Possible Exposure to Body Fluids/Bloodborne Pathogen

Follow the guidelines for assessment of possible exposure and post exposure instructions found in bloodborne pathogen post exposure packet, located at either work site or on district web site. In addition to above, please follow directions closely as to what forms need to be completed and returned to 917 licensed school nurse (LSN).

### **Student Injury/Accident**

Any employee with knowledge of an injury to any student is required to notify a nurse or administrator as soon as possible. The student injury/accident report form is to be completed; an additional form may be required if the injury was the result of student behavior. Per 917 LSN discretion, the student injury report form may need to be sent to the Business Office in order to be processed with the insurance company.

## **MODIFIED WORK ASSIGNMENT GUIDELINES AND PROCEDURES**

It is the practice of the district to modify work assignments for a limited period to assist employees who are temporarily restricted from performing their regularly assigned duties due to an on-the-job injury.

The following are definitions of terms used in the description of procedures:

**A Modified Assignment** position is a temporary position to which an employee is assigned when he/she is unable to return to his/her regular position following an on-the-job injury or illness. The modified assignment position temporarily addresses the restrictions placed on an individual by the employee's treating doctor.

**Employment related injury** is an injury or occupational disease, which arises out of the course of employment.

**Physician** in these procedures means a (e.g. doctor of medicine, osteopathic medicine, optometry, dentistry, podiatry, or chiropractic who is licensed and authorized to practice as defined in the Minnesota Workers' Compensation Regulations Labor Code.

### **Eligibility**

To be eligible for participation in a modified assignment position, an employee must provide a written statement from his/her treating physician that he/she is:

- Temporarily unable to perform his/her essential duties, following an employment related injury or illness

**And**

- Capable of carrying out work of a modified nature from his/her regular duties and is expected to return to his/her regular duties within 90 calendar days.

### **Process**

1. Once notified of an on-the-job injury or illness, the administrator/employee must

complete a First Report of Injury for Workers' Compensation.

2. The employee must be seen and evaluated by this/her physician to determine if the employee is able to return to work, and if so, with or without restrictions.
3. When the employee is able to return to work with restrictions, the employee's physician must complete the appropriate form indicating the specific restrictions, and the duration of those restrictions. Clarification regarding temporary restrictions may be requested of the treating physician.
4. Taking into consideration the information provided by the physician, the employee's administrator, in consultation with their immediate supervisor, will determine if a temporary modified assignment can be offered. It should be understood that there may be instances in which the district will not be able to offer a modified assignment.

If the employee's program of assignment is unable to meet the employee's need for a modified assignment, the employee may be assigned to another program that can accommodate the restrictions.

In most cases, there will not be an adjustment in the compensation of the employee that is placed in a modified position.

If a modified assignment is identified for an employee, the district will provide a job offer letter that shall include:

1. The assignment offered.
2. The location and duties of the assignment offered.
3. The wages for the assignment offered.
4. The duration of the temporary work assignment.
5. A statement acknowledging that the employer is knowledgeable about and will abide by the limitations under which the treating physician has authorized the return to work.

An employee may choose to accept or refuse the assignment offered. However, an employee who refuses a modified assignment offer is subject to termination. Rejection of the assignment offer might also result in cancellation of income benefits under Workers' Compensation Insurance.

A modified assignment offer will be extended for an initial period not to exceed 90 calendar days. The duration of approved time will be based upon the information provided by the employee's physician. If the employee is unable to return to work at full duty after the initial approved time, he/she may request a continuation of a modified assignment not to exceed a total of 90 days.

An employee requesting an extension of a modified assignment, beyond the originally approved amount of time in the modified assignment offer letter, must submit documentation to the district from his/her treating physician. This document should include what limitations continue to exist and the probable duration of those limitations.

An employee who is unable to return to his/her regularly assigned duties at the end of the modified assignment agreement may request a leave of absence under his/her employment contract agreement or may elect to terminate his/her employment with the district.

If the employee believes that the condition is permanent, progressive, or chronic, the employee may pursue their options under the Long-Term Disability Insurance provisions of their contract to determine if they are a qualified individual with a disability.

### **Attendance/Reporting Absences via AESOP**

All employees are encouraged to maintain good personal health and attend to personal affairs during non-working hours whenever possible. It is an expectation that employees be at work and be on time to work. Regular attendance optimizes instruction for students and is essential to the operation of the school district.

Employees are provided with time off for personal illness, bereavement, family illness, jury duty, personal business, FMLA, etc. Employees must use leave for the purpose for which it is intended. Just as students are expected to maintain regular attendance, employees are expected to maintain regular attendance. Student achievement is negatively impacted by absenteeism. Administrators will meet with employees who exhibit excessive absences or an unusual pattern of absences.

If you are absent for any reason, your administrator will review the specific procedures for absences. Please refer to your employee contract for your leave eligibility.

It is District 917's policy that you are required to enter your absence request on the Aesop system for the following types of absences: child care leave, surgeries, medical leaves, jury duty, vacation, non-duty days, personal leave, funeral leave, floating holidays, workshops, meetings, time off without pay or other special situations.

**To report your absence go online to AESOP. See below for Aesop instructions.** For detailed instructions on using Aesop, staff can access the employee user guide by logging on to Aesop at [www.aesoponline.com](http://www.aesoponline.com) and clicking on Quick Start User Guide.

## Change Form for Name and Address

If you have an address or name change please fill out a Change Form located at [www.isd917.k12.mn.us](http://www.isd917.k12.mn.us), Employee Information, District Forms. Return to **Personnel** as soon as possible. Legal documentation is required for name changes.

## SafeSchools

Periodically, we are required by statute to conduct training activities for various employee groups, and in some instances, all staff. The system is called SafeSchools and it is linked on our website.

There are numerous courses available through SafeSchools. Not all of these are statutory requirements, but all could be beneficial to staff based upon their work assignment. We have consulted with our administrators and determined which courses are most appropriate for various employee groups.

The teachers' Relicensure Committee has agreed that one clock hour of continuing education credit will be granted for each in-service completed online. After completion of training, the employee can print off a certificate for verification. Please call Rose Lentsch-Murray at (952) 707-3082 if you have questions regarding these continuing ed credits.

Below are step-by-step instructions for accessing SafeSchools. You may do this from a district computer or, if you would like, you can access SafeSchools from home or any other computer. 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.

**Every staff member is required to complete Sexual Harassment and Blood Borne Pathogens training annually. These courses must be completed by October 1, 2014. In addition, your administrator may have assigned you additional courses that pertain to your job.**

- See the district's website at <http://www.isd917.k12.mn.us>
- Double click on [SafeSchools \(Employee Training\)](#)
- Go to the bottom of the page and double click on [Employee On-Line Training Web Site \(SafeSchools\)](#).
- Log in. Your login is your e-mail address.
- Your password is your first name.
- Complete all courses listed.

The classes which you are required to complete are listed here. Please choose the course you would like to start with. Start with the introduction and work your way through all sections. The Quiz is the final section and everyone will need to show proficiency at 80% correct. 90% proficiency for Defensive Driving.

\*\*\* There is no time limit for taking the course. You can start and stop during the courses and always come back and finish. You cannot just go to the QUIZ and take it though. You must review all the sections. The quiz is usually only about 10 questions.

When you are finished and passed, it will say "Congratulations! You've completed this course.

Get a certificate of completion.” If your score is less than the minimum score, then you have to retake the test until you pass. You may take the test over as many times as you wish.

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If you have questions, you may contact Linda Berg at 651-423-8214 or email [linda.berg@isd917.k12.us](mailto:linda.berg@isd917.k12.us).

### Printing Your Certificate

Once you passed the required course, you may print your “Certificate of Completion” if you wish. If you need **Continuing Education Credits, print the certificate** so you have it for your file. **The District Office does not keep these certificates so if you need them for continuing education credits, this is your responsibility to print them and keep them.**

## **Communications**

Shortly after each School Board Meeting, **Board Notes** will be e-mailed to staff from the Superintendent’s office summarizing the actions and decisions of the School Board. This information also includes “Bits of Information.” If you have information to share with ISD 917 employees (i.e. births, deaths, milestones, etc.), please send to Linda Berg in the District Office, 1300 – 145<sup>th</sup> Street East, Rosemount, MN, 55068, or e-mail to [linda.berg@isd917.k12.mn.us](mailto:linda.berg@isd917.k12.mn.us) or call 651-423-8214.

## **Confidentiality**

Confidentiality is one of the most critical and important aspects of your job in the special education department. It is your legal and ethical responsibility to observe both the rights of individuals with or without disabilities and of families in regard to data privacy. Follow these guidelines where issues of confidentiality are concerned:

- Never refer to other students by name outside of the school setting or conference 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 (i.e. educational, medical, due process, etc.) 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.
- If you question policies and procedures used with a student, discuss this privately with your administrator. There is often confidential information that directs specific programming of which you may not be aware.

- Speak and write responsibly when passing on information. Be aware of who might hear you or read what you have written.

## District Directory

The District Directory lists the name, work location, e-mail address and work phone number for each employee. The District Directory is accessible via the District's website at [www.isd917.k12.mn.us](http://www.isd917.k12.mn.us).

## Dress Code

Employees in a school district act as role models for students. Employees should present a neat, clean appearance. 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 typically **excludes** the following:

- Grungy sneakers
- Tank tops
- Ripped or worn jeans
- Cutoffs
- Clothing that exposes the lower back and upper buttocks and/or underwear
- Spaghetti straps without shirts underneath
- Low-cut or see-through clothing that exposes cleavage
- Shorts
- Flip flops
- Clothing that exposes the midriff
- Baseball caps

## E-mail Login Instructions for ISD 917 Main Campus

The following are the steps you need to follow to log on and check your e-mail:

Call Cory Langenfeld at 651-423-8290 to get your user name and password.

1. Turn on Computer.
2. Enter your username. Your username is your first initial and your last name.  
**Example:** If your name is Cory Langenfeld  
Your username is: clangenfeld
3. Enter your password.
4. Click OK. Now you will be logged in.

### There are two ways to check your e-mail.

By Internet: Open Internet Explorer or go to <http://www.isd917.k12.mn.us/owa>  
Enter username and password. User names must be in this format:

Example: isd-917/clangenfeld.

By using web access, e-mail can be checked anywhere internet access is available.

By Outlook Client: (This option can only be used if you are in the ISD 917 Main Campus).

If you need assistance call Cory Langenfeld, Technology Coordinator, 651-423-8290.

## **E-mail Retrieval from Home or Off Main Site**

The following are the steps you need to follow if you are not at the DCTC location or you are at home to check your e-mail.

1. Call Cory Langenfeld at 651-423-8290 to get your username and password.
2. Turn on Computer.
3. Open Internet Explorer (Internet Explorer should be loaded on every computer by Default)
4. Go to the ISD 917 web site with a /owa on the end  
Http://www.isd917.k12.mn.us/owa
5. Enter Doman\Username and password. Username is your first initial last name.  
Example of username: Cory Langenfeld = isd-917\clangenfeld

By using web access, e-mail can be checked anywhere internet access is available.

## **Employee Assistance**

Employee Assistance is free to all 917 staff and their immediate family members. This service is completely confidential and free. See [www.isd917.k12.mn.us](http://www.isd917.k12.mn.us), Employee Links, for more information.

## **Expense Reimbursement**

If you have work expenses (i.e., mileage) which are authorized by district policy and approved by your administrator, fill out the "Employee Mileage and Expense Form" and submit it to your administrator. Forms can be found at [www.isd917.k12.mn.us](http://www.isd917.k12.mn.us) under Employee Information, District Forms, Business Office Leave and Reimbursement Form.

All employee reimbursements will be paid on the 2nd and 4th Thursday of each month. This will include expenses from Mileage Reports, Check Requests and Student Activity Check Requests. 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. The reason for this change is to make this process more efficient. We have to track checks that have not been cashed and in some cases void and re-issue checks. This process puts your money directly into your account. Providing the proper documentation will ensure a timely turnaround. **Timeliness for submitting reimbursement requests for expenditures is critical, any expenditures turned in after 60 days from the occurrence date are reported as taxable income as required by the IRS.**

## **Fire Drills and Emergency Evacuation of Building**

Fire drills are held periodically during the 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.

## **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. The purpose of the plan is to proactively manage indoor air and provide a healthy and safe indoor environment for students, staff, and community. The district has an Indoor Air Quality Team coordinated by the Executive Assistant. Staff who have concerns about indoor air quality should direct them to their administrator. They can also complete an Indoor Air Quality Complaint Form which is found on the website at [www.isd917.k12.mn.us](http://www.isd917.k12.mn.us), under Employee Information, Health Wellness & Safety, IAQ Complaint Form. The administrator, building custodian, IAQ Coordinator may be involved in an investigation of the concern.

## **Job Postings**

Job vacancies are posted on the District's website via Applitrack. See [www.isd917.k12.mn.us](http://www.isd917.k12.mn.us), Employment.

Internal candidates for a position should submit a letter of interest and an updated application. 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 a copy of a license (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.

## **Master Agreements**

Master Agreements for all bargaining units can be found on the website at [www.isd917.k12.mn.us](http://www.isd917.k12.mn.us) under Employee Information, Contracts.

## **MyView - Pay System**

### **What's myView?**

Intermediate School District #917 has adopted the TIES myView employee self-service system. With myView, all the information regarding your pay stub, leave, personal, license, expenses, and W-2's will be available on a secure website, where you can access

and print from any computer, anytime, anywhere. Pay stubs will be no longer mailed. In accordance with Minnesota Statute section 471.426, the district is requiring all district employees' sign up for direct deposit. The direct deposit enrollment form can be found on the District website, Employee Info, District Forms, HR/PR Forms, Direct Deposit Form.

### **How will I know what to do?**

The system is very easy to use - refer to the myView instructions and FAQ. Click on 'Employee Info' button located in the lower left side of the web page, next click on 'District Forms and Information' and then click on 'myView instructions and FAQ'.

For the link to myView, you can go to the district web page [www.isd917.k12.mn.us](http://www.isd917.k12.mn.us). Click on 'Employee Info' button located in the lower left side of the web page, next click on 'Links' and then click on 'myView'. This will bring up the myView login page.

To register for the first time, click on the button 'I haven't registered yet'. Next type in the district number 917. When you type in your 'Employee Self Service Access Key' that was provided to you by payroll. Be sure to type the access key exactly as shown (there are no spaces). **CAUTION: Never save your password on the computer.** Be sure to write down your user name and password and keep it in a secure place. The next time you access myView, you will login using your user name and password you just created.

### **Who do I call if I have questions?**

Contact your administrator or Becky Edson at 651-423-8245.

## **Parking at Dakota County Technical College**

The east parking lot furthest from the DCTC building is designated for District 917 use. This lot is used by the Secondary Career and Technical students and the Dakota County Area Learning Center students. District 917 staff, whose job site is not at DCTC, may park in this lot also. A purple hang tag is available from Val Whitmer, Business Office, and must be used when you park in this lot.

Staff whose job site is DCTC will be issued a parking sticker that will provide access to the lots on the west side of the DCTC building and the lots on the east side of the DCTC building closer to the building than the District 917 lot. During the third week in August, DCTC holds a lottery for designated stalls in the gated lot on the north side of the DCTC building. For information on the DCTC gated lot lottery (\$200 fee), please contact Lynda McPherson at DCTC, 651-423-8407.

If a District 917 staff member, whose job site is not at DCTC, is attending a meeting of short duration (two hours or less), on a space available basis, parking in the visitor lot on the north side of the DCTC building is permitted.

## **Paychecks**

Payroll checks are distributed through direct deposit to employees' bank accounts on the **15<sup>th</sup>** and the **last day** of each month, or the Friday prior to a weekend which includes the normal payroll date. Please turn your direct deposit form in to Becky Edson in the

Business Office. Forms are available on the website at [www.isd917.k12.mn.us](http://www.isd917.k12.mn.us), Employee Information, District Forms, Human Resources and Payroll Forms/Information. To view and/or print your checks, follow the directions for myView.

***Payroll checks will no longer be mailed for employees who have not enrolled in direct deposit. Pay checks must be picked up in person at the District 917 Business Office on pay day between the hours of 7:30 a.m. to 4:00 p.m.***

## **Photo ID**

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 contact their administrator. Photo ID's are taken at Dakota County Technical College in the library. Please contact Val Whitmer at 651-423-8229 in the Business Office for assistance. **If your work at AEC or Cedar, please get your ID at that location.**

## **Professional Responsibilities**

Teachers and administrators are professionals. The expectations that follow are inherent to the position of a school 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 e-mail and voicemail on a daily basis
- Respond to e-mail and voicemail on a timely basis (generally within 24 hours of receipt or upon return to work)
- Update website at least annually
- Limit personal use of computers, phone and e-mail during working hours
- Do not conduct day trading, attend school or conduct other employment on working hours
- Serve on building and district committees as appropriate
- Attend child study meetings and IEP meetings as appropriate

## **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. District 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.

- A. A purchase requisition form is a program's request that the purchasing department purchase or contract for goods or services that are within the approved budget.
  - 1. Employee completes a purchase requisition form for goods or services needed and attaches all supporting documentation necessary to place the order or service required.
  - 2. Employee forwards completed requisition to their administrator for approval and any additional routing, then the requisition is forwarded to the Purchasing Department.
  
- B. The Requisition is carefully reviewed by the Buyer for the following:
  - 1. All necessary signatures;
  - 2. Appropriate budget codes;
  - 3. Dollar amount (see Guidelines below);
  - 4. 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;
  - 5. Requisition data entered electronically into TIES finance system, creating a Purchase Order;
  - 6. Purchase order and encumbrance summary is processed by Purchasing Department;
  - 7. Purchase order is placed to vendor, via fax, e-mail, internet, postal service or confirmed by phone;
  - 8. Orders are shipped to DCTC warehouse unless other is indicated on purchase requisition;
  - 9. Once order has been received, packing slips are initialed by requisitioner and sent to accounts payable.

### ***Purchasing Guidelines***

- A. Under \$999.00 no quotations are needed.
- B. \$1,000 to \$24,999 two written quotes are required to be established by the purchasing department.
- C. \$25,000 to \$50,000 three written quotes are required to be established by the purchasing department.
- D. Any purchase exceeding \$50,000 must follow formal Sealed Bid guidelines:
  - 1. 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;

2. 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.

## **Resignations**

Generally speaking, the more notice that a professional can provide the district about their departure plans, the better. As per Minnesota Statute 122A.40, subdivision 7, licensed teachers with a continuing contract 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 30<sup>th</sup> calendar day following board adoption of the collective bargaining agreement. Resignation is effective as of June 30 and the teacher's right to resign for the year that is about to begin ends on July 15<sup>th</sup>. Teachers who do not submit their resignations in a timely manner may not be released from their contracts.

## **Smoking Restrictions**

Smoking is not permitted in the Main Campus DCTC building, grounds, or any building or vehicle owned/leased by District 917. Please check with your administrator as to smoking restrictions for the building in which you work.

## **Voicemail**

Teachers should communicate their work extension numbers to the parents of their students. All employees are expected to check voice mail messages daily and to return calls promptly (typically within 24 hours or upon return to work). Voice mail messages are also to be deleted promptly.

Personal voice mail greetings are to be courteous, concise and professional. Voice mail 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 voice mail is not being monitored and to direct callers to the main office.

## **PUBLIC LAWS/DISTRICT POLICIES**

This summary is **NOT** exhaustive of all public laws and policies pertaining to education. This section is provided for general informational reference only. Full policies can be found at [www.isd917.k12.mn.us](http://www.isd917.k12.mn.us), under Policies.

### **Alcohol and Illicit Drugs - District Policy 418**

No employee shall distribute, dispense, possess, use or be under the influence of any alcoholic beverage, malt beverage or fortified wine or other intoxicating liquor or unlawfully manufacture, distribute, dispense, possess or use or be under the influence of any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana, anabolic steroid or any other controlled substance while on school property or at a school-sponsored event.

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 District. Any employee who fails to satisfactorily participate in and complete such a program is subject to non-renewal, suspension or termination as deemed appropriate by the School Board.

### **Americans with Disabilities Act – District Policy 402**

Title I of the Americans with Disabilities Act of 1990 (ADA) protects qualified individuals with disabilities from discrimination in employment. Employment decisions must be based on the person's ability to perform the job, not on the person's disability. When necessary, reasonable accommodation to perform essential functions of the job can be requested and will be provided unless it imposes an undue hardship on the District.

A qualified individual with a disability is a person who has the required skills, experience, and education needed for the position and can perform the essential functions of the position, with or without reasonable accommodation. Essential job functions are those that are fundamental and necessary to the position. In other words, the position exists to perform these particular duties. For example, a teacher must be able to teach, but whether or not the teacher can walk may not be essential to the position. Reasonable accommodation is any change the District would make that would help a qualified person with a disability to perform the essential job functions. In the preceding example, if the teacher uses a wheelchair, it could mean elevating a desk and/or raising or lowering other furniture.

### **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 parental 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 receive Hepatitis B immunization or sign a District waiver. The form was included in your New Employee Packet.

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 your administrator. See [www.isd917.k12.mn.us](http://www.isd917.k12.mn.us), Health, Safety & Wellness, Written Plans, Blood

Borne Pathogens, for forms and the BBP Plan.

## **Bullying Prohibition Policy – District Policy 411**

ISD 917 is committed to fostering and maintaining a safe and civil educational environment in which all members are treated with dignity and respect. The district strictly prohibits bullying which means any written or verbal expression, physical act or gesture, or pattern thereof, that is intended to hurt, threaten, upset, distress, or frighten. Bullying includes, but is not limited to; conduct against a person 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 person or property, creating a hostile work environment, etc.

This policy applies to students, staff, volunteers and all others on school district property. Individuals who bully are subject to discipline. Any individual who believes he or she is a victim of bullying should report it to a trusted adult; the building administrator or the Superintendent. Reprisal of any kind against any person who makes a good faith report about bullying is strictly prohibited.

## **COBRA**

The Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) is the federal health care continuation law which requires that if an employee or other qualified beneficiary loses employer provided health coverage due to termination of employment or another specified triggering event, the group health plan offers continued health care coverage to the qualified beneficiary.

COBRA coverage has limited duration. In most cases, the maximum COBRA period is 18 or 36 months from the date of the qualifying event. The District offers continuation coverage for each group health plan under which health benefits are provided, i.e., health insurance, dental insurance and life insurance.

The following specific events can be considered triggering events if they result in a loss of coverage:

- Death of the covered employee;
- Voluntary or involuntary termination of the covered employee's employment other than by reason of gross misconduct;
- Retirement;
- Reduction of hours of the covered employee's employment;
- Divorce or legal separation of the covered employee from the employee's spouse;
- Covered employee becomes entitled to benefits under Medicare;
- Dependent child ceases to be a dependent child under the generally applicable requirements of the plan.

An employee or his/her spouse or dependents must notify LeAnn Wright, Benefits Administrator at Corporate Health Systems, Inc. (CHS) 952-873-7124, of triggering events

that allow for continued health care coverage. See [www.isd917.k12.mn.us](http://www.isd917.k12.mn.us), Employee Information, Employee Benefits, for a link to the CHS website.

## **Communicable Diseases – District Policy 420**

It is the policy of the School Board that students with chronic infectious diseases not be excluded from attending school in their regular classrooms so long as their attendance does not create a substantial risk of the transmission of illness to children or employees of the School District.

Employees with chronic infectious diseases are not to be excluded from attending to their customary employment so long as they are physically able to perform tasks assigned to them and so long as their employment does not create a substantial risk of the transmission of illness to children or employees of the District.

Public concern regarding communicable diseases is neither an excuse nor defense for the violation of data privacy rights of students or employees who have or are rumored to have such illnesses.

## **Conflict of Interest**

No employee of District 917, including any member of the Board of education, nor any person connected with the public school system in any capacity, shall be interested directly or indirectly in the sale, proceeds, or profits of any book, apparatus, furniture or product used, or to be used, in any school with which one is connected in any official capacity.

This section shall not apply to a person who may have an interest in the sale of a book as its author provided the employee does not participate in the selection process.

## **Copyright - United States Code Title 17**

Employees are personally responsible for compliance with, and knowledge of existing copyright statutes and laws. Generally speaking, a copyright is created automatically when an original work is fixed in any tangible medium of expression that can be perceived, reproduced or communicated. A copyright gives the owner exclusive rights to reproduction, adaptation, publication, performance and display. There are limited fair use exceptions that would permit an educator to use copyrighted material for scholarly work or teaching. A fair use exception gives the non-owner the privilege of using copyrighted material without consent of the owner. In general, a teacher can make a single copy of a page, chapter or article for personal use.

## **Discrimination – Title IX – Policy 402**

No person shall, on the basis of sex, race or religious preference be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity in the School District.

Administration shall comply with Title IX Regulations promulgated by the U.S. Department

of Education, Minnesota Statutes, and the Minnesota State Board of Education guidelines implementing this policy.

### ***Human Rights Officer and Alternates***

Human Rights Officer	Don Budach 651-423-8426	Special Education Assistant Director/Principal DCTC Main Campus
Alternate	Eric Van Brocklin 651-423-8259	Secondary Lead Principal DCTC Main Campus
Alternate	Meghan Dobson 651-423-8125	Special Education Lead Teacher Alliance Education Center
Alternate	Brenda Tollefson 651-423-8343	Special Education Lead Teacher DCTC Main Campus
Alternate	Nicolle Roush 651-423-8227	Business Manager DCTC Main Campus

It is the responsibility of the instructional administration to incorporate processes into all regular review and selection of curriculum – materials and experiences – through which it may be determined whether there is evidence of racism, sexism, or religious discrimination.

### **Election Day - MN Statute 204c.03**

Except for regularly scheduled classes, a public elementary or secondary school may not hold a school-sponsored event between 6:00 PM and 8:00 PM on the day that a major political party precinct caucus or a regularly scheduled election is held in any political subdivision in which that school is located.

### **E-mail and Electronic Devices - MN Statute 13.05 – Policy 490**

E-mail is intended for educational and organizational communication. The use of e-mail for private purposes is strongly discouraged. Employees are responsible for the content of e-mails they send. They are also responsible for the appropriate handling of e-mail they receive. If an employee receives e-mail that is inappropriate, the employee should place the e-mail in the junk mail trash. Data maintained by a government body in electronic form falls under the purview of the Minnesota Government Data Practices Act. Accordingly, all of the classifications of data that are created within the Act must be respected within an electronic storage system. **All mail created on publicly owned computers is public information.** The employee does not have a guarantee of privacy. Even if e-mail has been deleted by the user, there likely is still a record of it in the computer. E-mail users should **NOT** send candid and informal messages that they would never put in a memo or a letter. E-mail indiscretions may fall under the Minnesota Government Data Practices Act.

### **Emergency Closings – District Policy 466**

When the start of a school day is delayed due to an emergency, and unless directed

otherwise, staff members are expected to report to work at their usual time or as soon as practical thereafter. Employees are not excused from any portion of their normal workday as the result of a late start for students unless expressly dismissed by the Superintendent. For early dismissal, the type of emergency and student departure schedule will determine how long personnel are to remain in the building and the duties they will perform.

Upon notice that school will be closed due to an emergency, unless expressly dismissed with pay by the Superintendent, compensation for the day is governed by the respective employment agreement. Makeup days, if any, will be scheduled by the Board of Education. Do not come to work if told not to report. If nonexempt (hourly) employees report on a day that they are told not to, they will not be paid for the day.

Delayed starts, early dismissals and school closings will be broadcast on WCCO-Radio AM 830, WCCO – TV Channel 4.

### **Eye Protective Devices - MN Statute 126.20**

Every person shall wear industrial quality eye protective devices when performing any function in connection with activities taking place in eye protection areas. Protective eye wear is provided to protect the employee. For more information on Personal Protection Equipment, written plans can be found on the website at [www.isd917.k12.mn.us](http://www.isd917.k12.mn.us), under Health, Wellness, & Safety.

### **Family and Medical Leave Act (FMLA)**

The District will provide up to twelve weeks of unpaid leave in a twelve-month (July 1 – June 30) period for any of the following reasons:

- The birth of a child;
- The placement of a child for adoption or foster care;
- The care of a seriously ill son or daughter, spouse, or parent; or
- For an employee's own serious illness.

Regular full-time and part-time employees who have been employed for at least one year and who have worked at least 1,250 during the preceding 12 months when the leave starts are eligible. Spouses who are both employed by the District are limited to a combined total of 12 work weeks of family leave for the birth or placement of a child or to care for a parent (but not a parent-in-law) who has a serious health condition. Contact Payroll at 651-423-8245 for more information or to request forms. For the complete policy go to the district website [www.isd917.k12.mn.us](http://www.isd917.k12.mn.us), and click on Policies on the left side.

### **Gifts/Donations**

Gifts to the School District must be acknowledged by a resolution by the School Board of Education at each monthly board meeting. Employees are responsible for notifying their direct supervisor of any gifts/donations. Acceptance of the gift is recommended by the administrator. The recommendation is then forwarded to the Superintendent for Board action. The purpose of this policy is to assure that the contribution is properly recognized

and the gift is of use and value to the District.

## **Grievance Procedures**

A grievance is a claim by an employee that there has been a violation, a misinterpretation or misapplication of a District policy or regulation adoption by the Board or a written administrative procedure. Grievances may also be made by employees with a negotiated master agreement disputing the interpretation of terms and conditions of employment contained in the master agreement. Contract grievance time lines are described in individual master agreements. See [www.isd917.k12.mn.us](http://www.isd917.k12.mn.us), Employee Information, Contracts.

Generally, if an employee believes there is a basis for a grievance, the employee needs to discuss it within a short time (10 days for non-contract items) with his or her administrator. The administrator shall make a written response, again within a short time (7 days for non-contract items). In the event the employee is not satisfied with the disposition of the alleged grievance by the administrator, the employee needs to submit a copy of the original grievance and a copy of the first written response to the Superintendent (again with 10 days), who may appoint a designee to hear the grievance at Level II (again within 7 days).

## **Internet Use – District Policy 490**

Staff is expressly prohibited from using District Internet resources to access, upload, download or distribute any material that violates ISD 917's violence/harassment or respectful behavior policies; violates any local, state, or federal statute; access another person's materials, information or files without the implied or direct permission of that person; violates copyright laws; or use for unauthorized commercial purposes and financial gain. The use of the internet for private, non-educational purposes is strongly discouraged. **A form was included with your new employee packet to fill out, sign and return to Personnel.**

## **Mandated Reporting of Child Abuse, Sexual Abuse and Neglect - MN Chapter 626 – Policy 6.361**

“Subd 3. Persons mandated to report: A person who 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, shall immediately report the information to the local welfare agency, policy department, or the county sheriff if the person is “a professional or professional’s delegate who is engaged in the practice of the healing arts, social services, hospital administration, psychological or psychiatric treatment, child care, education, or law enforcement.” Effective August 1, 2002, a mandated reporter who knows or has reason to believe that two or more children not related to the perpetrator have been physically or sexually abused by the same perpetrator within the preceding ten years must also report to the appropriate agency.

A school employee must report to the appropriate agency. It is not sufficient to report only to your immediate administrator. It is not the employee’s responsibility to determine the

validity of a given report. It is the duty of every mandated reporter to report.

Any person mandated to report who fails to do so shall be guilty of a misdemeanor. Any mandated reporter who fails to report abuse of the nature specified as of August 1, 2002, is guilty of a gross misdemeanor.

School personnel suspecting child abuse, sexual abuse, or neglect by individuals who are not employees of the district shall report the situation to either the appropriate law enforcement agency or the appropriate county welfare agency and notify his/her immediate administrator of such action.

Effective July 1, 1999, the Minnesota Department of Education or the local police department are agencies responsible for assessing and investigating child maltreatment allegations that occur in the school setting by employees of the District. A person who knows or has reason to believe a child is being neglected or physically or sexually abused, or has been neglected or physically abused within the preceding three years by school staff in the school setting, shall immediately report the information to the police or the Minnesota Department of Education.

An oral report must be made within 24 hours of receiving the information. A written report must be filed within 48 hours of the oral report.

Anyone making a report of abuse or neglect is provided immunity and cannot be prosecuted for reports made in good faith and his/her name is confidential, accessible only by court order.

When carrying out reporting procedures as required by state legislation, education employees who report to a welfare or law enforcement agency, District officials or the Minnesota Department of Education that a child is being physically or sexually abused will be protected and supported by the School District. This support and protection also applies when an educator must self-report or report a colleague.

The District prohibits retaliation against a person for reporting in good faith. If a child resides in Dakota County or if the alleged abuse occurs in a school located in Dakota County, the employee should report to **Dakota County Child Protection 952-891-7459**.

## **Notice of Privacy Practices**

See [www.isd917.k12.mn.us](http://www.isd917.k12.mn.us), Employee Information, District Forms.

## **Paid and Unpaid Leaves**

Leave provisions for staff vary depending on their union agreement or their board approved terms and conditions. It is recommended that you familiarize yourself with your agreement before you have a need to be absent from your assignment. The agreements are available on the district website at [www.isd917.k12.mn.us](http://www.isd917.k12.mn.us). On the left side of the home page click on Employee Information. On the Employee Information page on the right side click on Contracts.

## **Patriotic Observances - MN Statute 120A.42**

The governing body of any district may contract with any of the teachers thereof for the conduct of schools, and may conduct schools, on either, or any, of the following holidays, provided that a clause to this effect is inserted in the teacher's contract: Martin Luther King's birthday, Lincoln's and Washington's birthdays, Columbus Day and Veterans' Day.

On Martin Luther King's birthday, Washington's birthday, Lincoln's birthday, and Veterans' Day at least one hour of the school program be devoted to a patriotic observance of that holiday.

Teachers should check with their administrator regarding the school's practice for meeting this requirement.

## **Personnel Records**

All evaluations and files generated within a school district relating to each individual employee shall be available during regular school business hours to each individual employee upon a written request. The employee shall have the right to reproduce any of the contents of the files at the employee's expense and to submit for inclusion a response to any material contained therein; provided, however, a school district may destroy such files as provided by law.

All file material to be included in an employee's personnel file must be forwarded to Personnel by June 30 of the year of occurrence.

## **Probationary Period for Teachers**

The first, second, and third consecutive years of experience for employees defined by MN Statute 122A.40, is deemed to be probationary for those Minnesota public school employees. Thereafter, the probationary period in each school district is one year. Teachers who work more than 120 days must be evaluated at least three (3) times. Teachers who work at least 60 days but less than 120 days must be evaluated at least two (2) times, and teachers who work fewer than 60 days must be evaluated at least one (1) time during the school year.

During the probationary period, any annual contract with any certificated employee may or may not be renewed as the Board shall see fit, provided that written notice be given before July 1.

Generally speaking, program assistants have a three-year probationary period. Employees should consult their respective master agreements for specific wording. See Master Agreements at [www.isd917.k12.mn.us](http://www.isd917.k12.mn.us), Policies, Contracts.

## **Prohibition Against Corporal Punishment, Child Abuse, Sexual Abuse, and Neglect – District Policy 414**

ISD 917's Board of Education recognizes child abuse and inappropriate discipline as

critical problems for learners, the educational system, and society. This School District will be actively involved because children and youth are at risk in the learning process when they are abused or inappropriately disciplined.

The Board is committed to promoting healthy human relationships and positive role models regarding appropriate use of power. Students are a priority, and no physical or emotional harm is to come to them during the teaching-learning process.

District employees or agents of the District are required by law to refrain from causing or inflicting upon a pupil the use of corporal punishment. Punishment means, "conduct involving physical force and infliction of bodily pain. It also means conduct involving cruelty or unreasonable force that causes substantial emotional harm." District employees are required by law to refrain from emotional maltreatment.

Child abuse includes: sexual abuse; neglect; violent behavior or domestic assault by a parent or caregiver within the sight or sound of the child; chronic and severe use of alcohol or a controlled substance by a parent or guardian that adversely affects the child's basic needs and safety; emotional harm from a pattern of behavior which contributes to impaired emotional functioning of the child and physical abuse.

Physical abuse includes, but is not limited to, the following acts when done in anger or without regard to the child's safety:

- Throwing, kicking, burning, biting, or cutting a child
- Striking a child with a closed fist
- Shaking a child under age 3
- Striking or other actions which result in any non-accidental injury to a child under 18 months
- Interference with a child's breathing
- Threatening a child with a weapon striking a child under age one on the face or head
- Purposely giving a child poison, alcohol, dangerous, harmful or controlled substances which 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 results in sickness or internal injury, or subjects the child to medical procedures that would be unnecessary if the child were not exposed to the substance.
- Unreasonable physical confinement including but not limited to tying, caging or chaining.

District employees are encouraged to use the following in teaching, counseling, coaching, caretaking, and administrative roles:

- Manage the learning climate so as to create a balance of power among educators and learners
- Inform parent or guardian regarding behavior problems in the classroom

- Meet with parents or guardians regarding behavior problems
- Identify behaviors of concern and refer students to someone who may be able to diagnose and/or address problems
- Recommend counseling or other appropriate professional services
- Physically restrain a student who is hurting others or self
- If necessary, *reasonable force* may be used.

“Reasonable physical force may be used to quell a disturbance, to obtain possession of weapons or dangerous objects on the pupil or within the immediate control of the pupil, to defend oneself or others, or to prevent harm to another person or school property.” (Minnesota 1989 session laws, Chapter 114)

Reasonable force may be used by a teacher “in the exercise of lawful authority to restrain or correct such child or pupil” or . . . “when necessary to restrain the child from self injury or injury.”

The School District will take such disciplinary action it deems necessary and appropriate, including warning, suspension, or immediate discharge to end child maltreatment and inappropriate discipline by educators and prevent its recurrence. Employees may be referred for treatment of violent behavior tendencies, or referred for learning positive behavior management for classroom and school.

The District also recognizes that it has an obligation to support and protect employees from unjust accusations. The District recognizes and supports the legal due process concept that all are presumed innocent until proven guilty. The District will specifically support the employee through use of the District’s Employee Assistance Program and/or other counseling if needed. The District will ensure enforcement of the student discipline policies and procedures and cooperate with law enforcement officials in prosecution of students for juvenile or adult criminal offenses.

### **Public Personnel Data - MN Statute 13.43 – Policy 406**

The following personnel data on current and former employees, volunteers, and independent contractors of a statewide system is public: name, actual gross salary, salary range, contract fees, actual gross pension, the value and nature of employer paid fringe benefits, the basis for and the amount of any added remuneration, including expense reimbursement, in addition to salary, job title, job description, education and training background, previous work experience, date of first and last employment, the existence and status of any complaints or charges against the employee, whether or not the complaint or charge resulted in a disciplinary action, the final disposition of any disciplinary action together with the specific reasons for the action and data documenting the basis of the action, excluding data that would identify confidential sources who are employees of the school district, work location, work telephone number, badge number, honors and awards received, payroll time sheets except to the extent that release of time sheet data would reveal the employee’s reasons for the use of sick or other medical leave.

### **Public School Fee Law - MN Statute 120.71**

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. . . . School boards do have the right . . . to make certain charges and to establish fees in areas considered extra curricular, non-curricular or supplementary to the requirements for the successful completion of a class or educational program.

## **Respectful Behavior**

Staff, parents, students and community members should be treated in a manner, which enhances self-esteem and supports the dignity of the individual. Creating a positive climate is critical to the achievement of the district's mission. To create this positive climate, every individual must act with respect, defined as "to value one's self and to act out of consideration for others." Staff consequences for disrespectful behavior may result in discipline.

## **Section 504 of the Rehabilitation Act**

It is the responsibility of the District to identify and evaluate learners whom, within the intent of Section 504, need special services, accommodations, or programs in order to receive the required free appropriate public education. A learner who is protected under Section 504 is one who has a physical or mental impairment that substantially limits one or more major life activities, including learning, has a record of such impairment, or is regarded as having such impairment.

### **SEE ALSO**

Additional state laws are cited in the following District policies and procedures:

Removal of Students from Class, Policy 6.312 and 6.315b, MN Statute 127.41  
Reporting chemical abuse, Policy 418, MN State 126.037  
Reporting child abuse, Policy 6.36 and 6.361, MN Statute 626.556  
Sexual, religious, racial harassment, Policy 413, MN Statute 127.46  
Teacher Probation, Policy 458, MN Statute 125.12

## **Staff-Student Relationships – District Policy 423**

This policy applies to all school district employees at all times, whether on or off duty, and on or off school district locations. At all times teachers must be mindful of their inherent positions of authority and the need to maintain a standard of professionalism. Employees must exercise good judgment in all interpersonal relationships with students. Such relationships must be and remain on a teacher-student basis or employee-student basis. Actions that violate this policy include, but are not limited to: dating students, having any interaction/activity of a sexual nature with a student, committing or attempting to induce a student or others to commit an illegal act or act of immoral conduct which may be harmful to others or bring discredit to the school district, supplying alcohol or any illegal substance to a student, allowing a student access to such substances, or failing to take reasonable steps to prevent such access from occurring. Excessive informal and social involvement with individual students is unprofessional and is not compatible with employee-student

relationships. School district employees shall, whenever possible, ensure safeguards against improper relationships. Safeguards may include such measures as keeping doors open when meeting with a student one on one, making sure that such meetings with a student take place in rooms with windows and/or others nearby, talking with the parent when calling the student's home, etc.

### **Subpoena of a School District Employee – District Policy 408**

This policy protects the privacy rights of students and employees when requested to testify or provide educational or personnel records for a judicial or administrative hearing. It provides guidance to employees and members of the school board who may be subpoenaed. Private data may not be released, except pursuant to informed consent by the subject of the data or pursuant to a valid court order. A subpoena is NOT a court order. Any employee who receives a subpoena shall immediately inform his/her building administrator. The building administrator shall immediately inform the Superintendent. Direction will be provided and legal counsel will be sought as necessary.

### **Tax Sheltered Annuities and Deferred Compensation Plan – District Policy 494**

Any employee may participate in qualified tax deferred annuity and tax deferred compensation plans via a salary reduction agreement. Employees may use a district approved 403b/457 Plan Provider (list of approved vendors can be obtained on the district website). Employees may change their contributions at any time by submitting a new salary reduction form. This change will take place 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. Payroll will inform non-exempt (hourly) employees before September 20th of each year as the amount of match available.

See [www.isd917.k12.mn.us](http://www.isd917.k12.mn.us), Employee Information, Employee Benefits, Tax Sheltered Annuities for additional information.

### **Teacher Forms**

Forms such as Lane Changes, Clock Hour Approvals, etc, can be found at [www.isd917.k12.mn.us](http://www.isd917.k12.mn.us); Employee Information, District Forms, Teacher Forms.

### **Teacher License Renewal**

The Continuing Education Committee follows Board of Teaching 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 instruction

preparation, and understanding the key warning signs of early-onset mental illnesses in children and adolescents. A handbook on licensure and recertification is available from the relicensure committee. Teachers may submit license renewal applications anytime after January 1 of the year in which the license expires. Teachers may not teach without a current license or approved Board of Teaching waiver. It is the responsibility of every teacher to maintain a current license at all times. Failure to do so may result in discipline.

### **Tobacco Free Environment – District Policy 419**

Smoking and the use of tobacco products by students, staff, visitors and tenants, is prohibited on School District property. This shall include school buildings, grounds, and school-owned vehicles.

### **Transporting Students – District Policy 6.93**

Transporting students as a regular part of your position requires that standards are met that authorize individuals to operate type III vehicles.

Requirements include:

- Valid, Class D License submitted to administrator so that a copy of the driver's motor vehicle report can be obtained. \*More than three (3) moving violations in three years will cause you to be ineligible to drive;
- Reports to district of any moving violations within ten (10) days;
- Agreement to submit to random drug and alcohol testing;
- Passing MnDOT physical exam (only if your sole responsibility is to transport students).

### **Violence/Harassment – District Policy 413**

The School District prohibits any form of violence or harassment. Violence is a "physical or verbal act of aggression towards individuals or property." Harassment is "participating in or conspiring for others to engage in intentional conduct in a manner that would cause a reasonable person under the circumstances to feel oppressed, persecuted, or intimidated" through words or actions that negatively impact a person as defined by race, color, sex, disability, religion, creed, national origin or culture, age, marital status, sexual orientation, socio-economic status, veteran's status, or physical or mental attributes.

Any employee who has knowledge of violence or harassment occurring on District grounds or at district-sponsored activity or event must report the alleged acts immediately to a principal, administrator, or to the Personnel Department.

Intermediate School District #917  
1300 145<sup>th</sup> Street East  
Rosemount, Minnesota 55068

## IMPORTANT INFORMATION ABOUT YOU COBRA CONTINUATION COVERAGE RIGHTS

Federal law requires that most group health plans (including this Plan) give employees and their families the opportunity to continue their health Care coverage when there is a "qualifying event" that would result in a loss of coverage under an employer's plan. Depending on the type of qualifying event, "qualified beneficiaries" can include the employee (or retired employee) covered under the group health plan, the covered employee's spouse, and the dependent children of the covered employee.

Continuation coverage is the same coverage that the Plan gives to other participants or beneficiaries under the Plan who is not receiving, continuation coverage. Each qualified beneficiary who elects continuation coverage will have the same rights under the Plan as other participants or beneficiaries covered under the Plan including open enrollment and special enrollment rights.

### ***How long will continuation coverage last?***

In the case of a loss of coverage due to end of employment or reduction in hours of employment, coverage generally may be continued only for up to a total of 18 months. In the case of losses of coverage due to an employee's death, divorce or legal separation, the employee's becoming entitled to Medicare benefits or a dependent child ceasing to be a dependent under the terms of the plan, coverage may be continued for up to a total of 36 months. When the qualifying event is the end of employment or reduction of the employee's hours of employment, and the employee became entitled to Medicare benefits less than 18 months before the qualifying event, COBRA continuation coverage for qualified beneficiaries other than the employee lasts until 36 months after the date of Medicare entitlement. This notice shows the maximum period of continuation coverage available to the qualified beneficiaries.

*Continuation coverage will be terminated before the end of the maximum period if: any required premium is not paid in full on time, or a qualified beneficiary becomes covered, after electing continuation coverage, under another group health plan that does not impose any pre-existing condition exclusion for a pre-existing condition of the qualified beneficiary, or a covered employee becomes entitled to Medicare benefits (under Part A, Part B, or both) after electing continuation coverage, or the employer ceases to provide any group health plan for its employees.*

Continuation Coverage may also be terminated for any reason the Plan would terminate coverage of a participant or beneficiary not receiving continuation coverage (such as

fraud).

### ***How can you extend the length of COBRA continuation coverage?***

If you elect continuation coverage, an extension of the maximum period of coverage may be available if a qualified beneficiary is disabled or a second qualifying event occurs. You must notify Tracy Hyde, Corporate Health Systems, Inc. of a disability or a second qualifying event in order to extend the period of continuation coverage. Failure to provide notice of a disability, or second qualifying event may affect the right to extend the period of continuation coverage.

#### **Disability**

An 11-month extension of coverage may be available if any of the qualified beneficiaries is determined by the Social Security Administration (SSA) to be disabled. The disability has to have started at some time before the 60th day of COBRA continuation coverage and must last at least until the end of the 18 month period of continuation coverage. Each qualified beneficiary who has elected continuation coverage; will be entitled to the 11-month disability extension if one of them qualifies. If the qualified beneficiary is determined by SSA to no longer be disabled, you must notify the Plan of that fact within 30 days after SSA's determination.

#### **Second Qualifying Event**

An 18-month extension of coverage will be available to spouses and dependent children who elect continuation coverage if a second qualifying event occurs during the first 18 months of continuation coverage. The maximum amount of continuation coverage available when a second qualifying event occurs is 36 months. Such second qualifying events may include the death of a covered employee, divorce or separation from the covered employee, the covered employee's becoming entitled to Medicare benefits (under Part A, Part B, or both), or a dependent child's ceasing to be eligible for coverage as a dependent under the Plan. These events can be a second qualifying event only if they would have caused the qualified beneficiary to lose coverage under the Plan if the first qualifying event had not occurred. **You must notify LeAnn Wright Benefits Administrator at Corporate Health Systems, Inc.** within 60 days after a second qualifying event occurs if you want to extend your continuation coverage.

### ***How can you elect COBRA continuation coverage?***

To elect continuation coverage, you must complete the Election Form and furnish it according to the directions on the form. Each qualified beneficiary has a separate right to elect continuation coverage. For example, the employee's spouse may elect continuation coverage even if the employee does not. Continuation coverage may be elected for only one, several, or for all dependent children who are qualified beneficiaries. A parent may elect to continue coverage on behalf of any dependent children. The employee or the employee's spouse can elect continuation coverage on behalf of all of the qualified beneficiaries.

In considering whether to elect continuation coverage, you should take into account that a failure to continue your group health coverage will affect your future rights under federal law. First, you can lose the right to avoid having pre-existing condition exclusions applied to you by other group health plans if you have more than a 63-day gap in health coverage, and election of continuation coverage may help you not have such a gap. Second, you will lose the guaranteed right to purchase individual health insurance policies that do not impose such pre-existing condition exclusions if you do not get continuation coverage for the maximum time available to you. Finally, you should take into account that you have special enrollment rights under federal law. You have the right to request special enrollment in another group health plan for which you are otherwise eligible (such as a plan sponsored by your spouse's employer) within 30 days after your group health coverage ends because of the qualifying event listed above. You will also have the same special enrollment right at the end of continuation coverage if you get continuation coverage for the maximum time available to you.

### ***How much does COBRA continuation coverage?***

Generally, each qualified beneficiary may be required to pay the entire cost of continuation coverage. The amount a qualified beneficiary may be required to pay may not exceed 102 percent (or, in the case of an extension of continuation coverage due to a disability, 150 percent) of the cost to the group health plan (including both employer and employee contributions) for coverage of a similarly situated plan participant or beneficiary who is not receiving continuation coverage. The required payment for each continuation coverage period for each option is described in this notice.

### ***When and how must payment for COBRA continuation coverage be made?***

#### First payment for continuation coverage

If you elect continuation coverage, you do not have to send any payment with the Election Form. However, you must make your first payment for continuation coverage not later than 45 days after the date of your election. (This is the date the Election Notice is post-marked, if mailed.) If you do not make your first payment for continuation coverage in full no later than 45 days after the date of your election, you will lose all continuation coverage rights under the Plan. You are responsible for making sure that the amount of your first payment is correct. You may contact **LeAnn Wright, Corporate Health Systems, Inc.** to confirm the correct amount of your first payment.

#### Periodic payments for continuation coverage

After you make your first payment for continuation coverage, you will be required to make payments for each subsequent coverage period. The amount due for each coverage period for each qualified beneficiary is shown in this notice. The periodic payments can be made on a monthly basis. Under the Plan, each of these periodic payments for continuation coverage is due on the twenty-fifth of the preceding month for that coverage period. If you make a periodic payment on or before the first day of the coverage period to

which it applies, your coverage under the Plan will continue for that coverage period without any break. Intermediate School District #917 will not send notice of payments due for these coverage periods.

#### Grace periods for periodic payments

Although periodic payments are due on the dates shown above, you will be given a grace period of 30 days after the first day of the coverage period 30 days to make each periodic payment. Your continuation coverage will be provided for each coverage period as long as payment for that coverage period is made before the end of the grace period for that payment. However, if you pay a periodic payment later than the first day of the coverage period to which it applies, but before the end of the grace period for the coverage period, your coverage under the Plan will be suspended as of the first day of the coverage period and then retroactively reinstated (going back to the first day of the coverage period) when the periodic payment is received. This means that any claim you submit for benefits while your coverage is suspended may be denied and may have to be resubmitted once your coverage is reinstated.)

If you fail to make a periodic payment before the end of the grace period for that coverage period, you will lose all rights to continuation coverage under the Plan.

Your first payment and all periodic payments for continuation coverage should be sent to: Intermediate School District #917, Attn: **Corporate Health Systems, Attn: LeAnn Wright, 15153 Technology Drive, Suite B, Eden Prairie, MN 55344-2273**

#### ***For more information***

This notice does not fully describe continuation coverage or other rights under the Plan. More information about continuation coverage and your rights under the Plan is available in your summary plan description or from the Business Office.

If you have any questions concerning the information in this notice your rights to coverage, or if you want a copy of your summary plan description, you should contact:

LeAnn Wright, Benefits Administrator  
15153 Technology Drive, Suite B  
Eden Prairie, MN 55344-2273  
Phone: 952-939-0911x124

For more information about your rights under ERISA, including COBRA, the Health Insurance Portability and Accountability Act (HIPAA), and other laws affecting group health plans, contact the U.S. Department of Labor's Employee Benefits Security Administration (EBSA) in your area or visit the EBSA website at [www.dol.gov/ebsa](http://www.dol.gov/ebsa) for addresses and phone numbers of Regional and District EBSA Office.

***Keep Your Plan Informed of Address Changes***

In order to protect your and your family's rights, you should keep Diane Jeffries, Personnel, at Intermediate School District #917 and Corporate Health Systems informed of any changes in your address and the addresses of family members.

**\*\*\* ATTENTION \*\*\***

**INTERMEDIATE SCHOOL DISTRICT 917 POLICY AGAINST RELIGIOUS, RACIAL, AND SEXUAL HARASSMENT AND VIOLENCE**

1. Everyone at District 917 has a right to feel respected and safe. Consequently, we want you to know about our policy to prevent religious, racial or sexual harassment and violence of any kind.
2. A harasser may be a student or an adult. Harassment may include the following when related to religion, race, sex or gender:
  - a. Name calling, jokes or rumors;
  - b. pulling on clothing;
  - c. graffiti;
  - d. notes or cartoons;
  - e. unwelcome touching of a person or clothing;
  - f. offensive or graphic posters or book covers; or
  - g. any words or actions that make you feel uncomfortable, embarrass you, hurt your feelings or make you feel bad.
3. If any words or actions make you feel uncomfortable or fearful, you need to tell a teacher, counselor, program administrator, the district Human Rights Officer or an alternate.
4. You may also make a written report. It should be given to a teacher, counselor, program administrator, the District Human Rights Officer or an alternate.
5. Your right to privacy will be respected as much as possible.
6. We take seriously all reports of religious, racial or sexual harassment or violence and will take all appropriate actions based on your report.
7. Intermediate District 917 will also take action if anyone tries to intimidate you or take action to harm you because of your report.
8. This is a summary of Intermediate District 917 policy against religious, racial and sexual harassment and violence. Complete policies are available on the website at [www.isd917.k12.mn.us](http://www.isd917.k12.mn.us), and are part of the student/staff handbooks. (Policy 413 Harassment and Violence.)

**RELIGIOUS, RACIAL AND SEXUAL HARASSMENT AND VIOLENCE ARE AGAINST THE LAW. DISCRIMINATION IS AGAINST THE LAW.**

**Intermediate School District 917 Human Rights Officer and Alternates:**

Don Budach, Human Rights Officer 651-423-8426	Special Education Assistant Director/Principal, DCTC Main Campus
Eric Van Brocklin 651-423-8259	Secondary Technical Center Principal, DCTC Main Campus
Brenda Tollefson, Alternate 651-423-8343	Special Education Lead Teacher, DCTC Main Campus
Megan Dobson, , Alternate 651-423-8125	Special Education Lead Teacher, Alliance Education Center
Nicolle Roush, Alternate 651-423-8227	Business Manager, DCTC Main Campus
Patti Mattos, Alternate 651-423-8263	DCALS Teacher, Main Campus

**NOTICE OF PRIVACY PRACTICES**  
**Issued by Intermediate School District #917**  
**April 14, 2007**

We are required to inform you about the federal law that went into effect on April 14, 2003. It has new rights for anyone receiving health care. The law is called the Health Insurance Portability and Accountability Act of 1996.

The enclosed notice tells you about:

- Privacy of your health care information
- How medical information about you can be used.
- How you can access the information

Please read it carefully and keep it for you records.

**INTERMEDIATE SCHOOL DISTRICT 917**  
**Notice of Privacy Practices**

**April 14, 2003**

**This notice describes how medical information and other private information about you may be used and disclosed and how you can get access to this information. Please review it carefully.**

You have privacy right under the Minnesota Government Data Practices Act and the federal Health Insurance Portability and Accountability Act (HIPAA). These laws protect your privacy but also let us give information about you to others if the law requires it. We may tell you before we give the information. These laws require us to keep your health information private and to give you notice of our legal duties and practices to protect private information. We must follow the terms that we have agreed to in this notice. However, we can choose to change the terms of this notice. If we change the terms of this notice, those changes will be applied to all present and future information that we collect about you. We will tell you if we change the terms of this notice.

**Why do we ask you for this information?**

- To help you get health insurance coverage
- To collect money from other agencies, like insurance companies, if they should pay for your care

**Do you have to answer the questions we ask?**

Generally, the law does not say you have to give us this information.

**What will happen if you do not answer the questions we ask?**

We need the information about you to access and coordinate insurance benefits for you. Without the information, we may not be able to help you.

**With whom may we share information about you?**

We may give information about you to the following agencies if they need it for investigations or to help you or help us help you. We don't always share information about you with these people. If you have questions about when we give these people information, contact the Business Office at District 917.

- Mental health centers
- Health care providers
- State hospitals or long-term care facilities
- Insurance companies to check benefits you or your children may get
- Hospitals, if you, a friend or relative has an emergency and we need to contact someone
- Internal Revenue Service
- Social Security Administration
- Minnesota Department of Economic Security
- Minnesota Department of Revenue
- Minnesota Department of Veteran Affairs
- Guardian, conservator or person who has power of attorney for you
- Anyone else the law says we can give the information to

## **You have the right to information we have about you**

- You may ask if we have any information about you and get copies. You may have to pay for the copies.
- You may give other people permission to see and have copies of private information about you.
- If we have collected health information about you, we may use it only for the purposes that we have listed in this notice.
- You may question the accuracy of any information we have about you.
- You have the right to ask us to share health information with you in a certain way or in a certain place. For example, you may ask us to send health information to your work address instead of your home address. You must make this request in writing. You do not have to explain the basis for your request. If we find that your request is reasonable, we will grant it.
- You can ask us to restrict uses or disclosure of your health information. Your request must be in writing. You must explain what information you want to restrict from being disclosed and to whom you want these restrictions to apply. You can request to end these restrictions at any time by calling us or by writing to us. We are not required to agree to your restrictions.
- You have the right to receive a record of the people or organizations that we have shared your health information with. We must keep a record of each time we share your health information for six years from the date it was shared. This record started on April 14, 2003. It will NOT include those times we have shared your information in order to pay or bill for your health care services, or to run our programs. If you want a copy of this record, you must send a request in writing to our Privacy Official.
- If you do not understand this information, you may ask to have it explained to you.

## **What if you believe the information we have about you is wrong?**

Send your concerns in writing, telling us why the information is not accurate or complete. You may send your own explanation of the facts you disagree with. Your explanation will be attached any time that information is shared with another agency.

## **Filing Complaints About Your Health Information Privacy Rights**

If you believe that your health information privacy rights have been violated, you may file a complaint. Write to the Business Office, or to the U.S. Department of Health and Human Services, at the address below. **We cannot deny you services or treat you badly because you have filed a complaint against us.**

Intermediate School District #917  
1300 145<sup>th</sup> Street E.  
Rosemount, Minnesota 55068

Office of Civil Rights  
Medical Privacy, Complaint Division  
U.S. Department of Health and Human Services  
200 Independence Avenue, SW, HHH Building, Room 509H  
Washington, D.C. 20201  
Phone: 866-627-7748  
TY: 866-788-4989

NOTICE TO EMPLOYEE OF WORKERS' COMPENSATION

.....  
Intermediate School District #917 is no longer enrolled in Comprehensive Managed Care (CMC) workers compensation certified managed care plan.

What does this mean to you the employee?

Effective July 1, 1999, if you are injured at work, you can receive necessary medical care related to your injury at your own attending clinic.

You are not obligated to seek a designated clinic to be treated for a worker-related injury. If possible, please seek treatment at the Apple Valley Medical Clinic. You must, however, maintain communication with Intermediate School District #917 and RTW, Inc. regarding workers' compensation claims. A first report of injury form still needs to be filed and submitted to the Business Office as in the past. If seeking medical attention, a work-ability report needs to be filled out by the attending physician and submitted to Intermediate School District #917 as well as submitted to RTW, Inc.

You may contact your employer Valorie Whitmer at 651-423-8229  
(Employer's workers' compensation contact)  
for additional information on workers' compensation.

Billing procedures have changed. The attending clinic needs to send all work-related injury billings to:

RTW, Inc.  
P.O. Box 390327  
Minneapolis, MN 55439  
  
Telephone: (800) 789-2242  
Fax: (800) 563-3364; (952) 838-3700

**Note:** If prescriptions are needed, the first step is to call First Scripts at **1-800-791-2080** to find out where the closest networked pharmacy is to you. When you go to the pharmacy, advise the pharmacist upon prescription presentation that this will be handled by First Script and s/he will call First Script at the above number for approval and processing.

You may contact the Department of Labor and Industry for further information regarding workers' compensation at the following numbers:

Twin City Area: (651) 284-5005

Outside the Twin Cities Area 1-800-342-5354

# **Indoor Air Quality Management Plan**

## **Intermediate School District 917**

**Dakota County Technical College**

**1300 145<sup>th</sup> Street East**

**Rosemount, Minnesota 55068**

**July, 2014**

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**I. ISD 917 Indoor Air Quality Management Plan**

**A. Purpose and Scope**

The purpose of this document is to provide minimum building operational standards to ensure acceptable indoor air quality within all Intermediate School District 917 facilities. This plan will impact all building occupants by proactively managing indoor air quality and provide a healthier and safer environment for students and staff members. This document is reviewed and revised annually, or more often if significant changes are made to building operations, cleaning, or maintenance.

**B. Description**

Indoor Air Quality (IAQ) files and all records relating to IAQ are located in the Superintendent’s office at Dakota County Technical College, 1300 145<sup>th</sup> Street East, Rosemount, MN, 55068.

The following building locations (categorized) will be occupied by Intermediate School District 917 programs during the 2013-2014 school year:

**DISTRICT OWNED SPACE**

**Alliance Education Center**  
14300 Biscayne Avenue  
Rosemount, MN 55068  
651-423-8100

**DISTRICT LEASED SPACE**

**Apple Valley (TEA)**  
6950 West 146<sup>th</sup> Street, Suite 114  
Apple Valley, MN 55124  
952-431-4063

**Dakota County Area Learning School North (DCALS-North)**  
150 E. Marie  
West St. Paul, MN 55118  
651-332-5570

**SPACE OCCUPIED WITHIN ANOTHER PUBLIC SCHOOL DISTRICT**

**Boeckman Middle School (PACES)**  
800 Denmark Avenue  
Farmington, MN 55024  
651-460-1401

**Cedar School (IDEA, SUN)**  
2140 Diffley Road  
Eagan, MN 55122  
952-707-4050

**Century Middle School (D/HH)**  
18610 Ipava Avenue  
Lakeville, MN 55044  
952-232-2300

**Christa McAuliffe Elementary (DASH)**  
1601 West 12<sup>th</sup> Street  
Hastings, MN 55033  
651-480-7406

**Dakota County Technical College (TESA, Dakota County Area Learning School (DCALS),  
Administrative Offices)**  
1300 East 145<sup>th</sup> Street  
Rosemount, MN 55068  
651-423-8214

**Diamondhead Education Center (D/HH)**  
202 W. Burnsville Parkway  
Burnsville, MN 55337

**Comment [1]:** We will have one more space in Lakeville for PACES but we don't know where it will be yet.

952-895-6610

**Gideon Pond Elementary (D/HH)**

613 East 130<sup>th</sup> Street  
Burnsville, MN 55337  
952-707-3090

**Hastings Senior High School (DASH)**

200 General Sieben Drive  
Hastings, MN 55033  
651-480-7521

**Hastings Middle School (DASH)**

1000 West 11<sup>th</sup>  
Hastings, MN 55033  
651-480-7092

**Henry Sibley High School (DASH)**

1897 Delaware Avenue  
Mendota Heights, MN 55118  
651-403-7345

**Lakeville North Senior High School (TESA and DASH)**

19600 Ipava Avenue West  
Lakeville, MN 55044  
952-232-3600

**Meadowview Elementary School (PACES)**

6100 195<sup>th</sup> Street West  
Farmington, MN 55024  
651-460-3100

**SPACE OCCUPIED WITHIN OTHER FACILITIES (Public or Private)**

**Anthony Louis Center**

1517 Highway 13 E  
Burnsville, MN 55337  
952-890-8879

**Juvenile Services Center (JSC)**

1600 West Highway 55  
Hastings, MN 55033  
651-438-4980

**Options**

151 W. Burnsville Parkway, #100  
Burnsville, MN 55337  
952-564-3000

**YTP**

100 River Ridge Blvd., Suite 200  
Burnsville, MN 55337  
952-562-8500

### **C. Acceptable Indoor Air Quality Goals**

Intermediate School District 917 has identified the following goals to assure acceptable indoor air quality within its facilities. Each goal is measurable to provide a quantitative assessment of what constitutes good indoor air quality:

#### **Goals and Objectives**

1. Provide a minimum of 15 cubic feet per minute (cfm) of outside air per person during regular school hours.
2. Reduce the number of complaints and reactive investigations by improving indoor air quality throughout the district and solving any problems/handling concerns proactively.
3. Implement a thorough preventative maintenance program involving heating, ventilation, and air conditioning systems and building envelope.
4. Improve the effectiveness of cleaning buildings with better procedures, supplies, and equipment.
5. Reduce chemical usage during times when buildings are occupied.
6. Improve the overall health and well being of building staff members and students.
7. Ensure well-maintained building envelop (walls, windows, roofs) to limit moisture infiltration into buildings.

### **D. Process Utilized**

Intermediate School District 917 has followed a logical process as described in the “Tools for Schools” documents to develop this plan. The specific process included:

- Interviews with building custodians and program supervisors (Directors/Assistant Directors) to develop a database of the occupants’ present satisfaction with the quality of indoor air.
- A baseline assessment of the indoor air quality within each facility that included appropriate indoor air quality testing
- Problems identified and isolated were appropriately remedied or a plan was developed for remediation.

### **E. District Policy**

District 917 understands the importance of providing acceptable indoor air quality to our customer base. The district is committed to ensuring that acceptable indoor air quality is provided and maintained in all buildings. This Management Plan provides the tools to help provide acceptable indoor air quality.

### **F. IAQ Plan Review**

The Intermediate School District 917 Indoor Air Quality (IAQ) team will review this plan annually.

## **II. Indoor Air Quality Team**

The following is a list of the District’s Indoor Air Quality Team members and their roles and responsibilities:

### **A. District IAQ Coordinator**

**Name:** Linda Berg, ISD 917 Health and Safety Coordinator, Certificate #I1559

**Telephone:** 651-423-8214

**Role and functions:** The primary role of the IAQ Coordinator is team management, coordination, and record keeping.

- To manage the IAQ team and encourage a sense of shared responsibility and cooperative effort, and ensure the implementation of the Management Plan.
- To prepare for emergency response and consult with the superintendent to determine if and when outside consultation is needed.
- To maintain Minnesota Department of Education IAQ certification.

- To assure that baseline investigations are conducted and make recommendations to remediate identified IAQ problems.
- To disseminate IAQ information, register IAQ complaints, direct the response and communicate IAQ issues and status to school administration, staff, students, parents and media.

**B. District IAQ Team Members**

**Name:** John Christiansen, ISD 917 Superintendent, Chair

**Telephone:** 651-423-8226

**Role and functions:** Supervision and administration of the IAQ plan.

- To convene regular meetings of District 917 Health, Safety & Wellness Committee.
- To ensure that agendas include IAQ and health/safety issues, concerns, and action plans.
- To oversee building and facility operations.
- To provide assistance in remediating IAQ concerns as they are identified.
- To direct IAQ remediation activities as needed.
- To communicate IAQ issues and status to school administration, staff, students, parents and the media.

**Name:** Joan Asmus, Licensed School Nurse

**Telephone:** 651-423-8152

**Role and functions:**

- To provide overall assistance related to health concerns attributable to IAQ.
- To provide support in monitoring and recognizing trends in reported illnesses that may give warning signs of IAQ or other more serious health problems.

**Name:** Scott Zehnder, Alliance Education Center, Maintenance Engineer

**Telephone:** 651-423-8127

**Role and functions:**

- To ensure facility maintenance is appropriately planned and implemented.
- To provide assistance in remediating IAQ concerns as they are identified.

**Name:** Contracted Health & Safety Specialist

**Role and functions:**

- To arrange and/or conduct environmental testing, if warranted.
- To serve as the technical IAQ resource for ISD 917.

**Name:** ISD 917 Directors/Assistant Directors/DCALS Principal

**Role and functions:**

- To assist with reporting of IAQ issues and supporting IAQ training and implementation.

### III. Building Surveys

**A. Walk-Through**

A walk-through of all District 917 buildings that house students and/or employees will be conducted annually. The walk-through is done by building custodians, directors/assistant directors, classroom teachers, and nurses, and will evaluate the following:

- Obvious water intrusion problems (interior and exterior)
- Obvious ventilation failures and/or problems
- Obvious building/structural failures and/or problems
- Overall cleanliness of buildings and classrooms
- Assess the need for program improvements and upgrades (e.g. ventilation, carpet, building compounds).

Teachers will evaluate classrooms annually using the checklist in Appendix E. Classrooms located in school buildings covered by another district IAQ plan will also be inspected and the district notified regarding any areas of concern.

Maintenance engineers will evaluate ventilation systems annually using the checklist in Appendix K.

Maintenance engineers will evaluate all building maintenance issues using the checklist in Appendix I at least annually.

## **B. Ventilation Surveys**

Ventilation surveys of all buildings will be conducted annually, and as needed when condition changes occur and time elapses. Reports will be available in the Health and Safety Coordinator's Office.

## **IV. Maintaining and Operating Buildings for Optimum Indoor Air Quality**

### **A. Heating, Ventilation, & Air Conditioning (HVAC) Preventative Maintenance Program**

A proactive HVAC management program is key to providing good air quality in schools. To assure good quality of indoor air the following procedures will be implemented through the district's preventative maintenance program:

#### **1. Outdoor Air Intake**

- Inspect intake for blockage quarterly.
- Verify if intake damper works and is within design specifications quarterly.
- Verify damper does not close completely under occupied conditions quarterly.
- Check the calibration of all HVAC controls as needed.

Ideally, the minimum fresh air intake setting, while a building is occupied is 15 to 20 percent (15 to 20 percent of supply air to an occupied space is outdoor air) of the total mixed airstream (return air plus outdoor air). During building occupancy the fresh air intake will not be completely closed.

#### **2. Exhaust Air Outlet – Maintenance Includes:**

Annually, the belt tension on all fan motors will be checked for proper deflection (see manufacturer's service manual).

#### **3. HVAC Ventilation Ductwork – Ductwork will be inspected on an as needed basis. Ductwork inspection should occur when the cleaning of the cooling coils occurs. Ductwork needs to have easy-to-open observation and clean-out doors installed at a minimum in the following locations:**

- a. Clean-out door(s) (as large as possible) upstream and downstream of cooling coils to allow maintenance workers good access to clean the ductwork within five feet of the cooling coils, the cooling coils and drainage pans from the cooling coils.
- b. Inspection door(s) (minimum 10 inch size) 10 to 20 feet downstream of the cooling coils. If there are several supply air ductwork branches in this area, an inspection door needs to be installed in each branch.
- c. Clean-out door(s) (as large as possible) at the filtration system for the air handling unit to inspect the duct work surfaces five feet on each side of the filtration system.

- d. Inspection doors (minimum 10 inch x 10 inch size) 10 to 20 feet upstream of the filtration systems. If there are several return and/or mixed air ductwork branches in this area, an inspection door needs to be installed in each branch.

These observation doors (clean-out doors) are needed to allow inspection of the condition of the ductwork in these buildings. Things to look for are dust, mold (microbial) and water accumulations in the ductwork, which indicate potential problems with the air-handling unit.

Standard galvanized ductwork should be cleaned every 20 to 30 years. Cleaning ductwork lined with fibrous glass on the inside is very difficult and should always be approached with caution. Before any cleaning is conducted, an appropriate inspection should be conducted to determine the need for cleaning.

- 4. **Air Handling Unit (AHU)** – The components of the air-handling unit at Alliance Education Center are inspected on a regular basis by the maintenance engineer. This regular maintenance can vary greatly among the different types of air handling units. Service manuals for each air-handling unit are consulted for maintenance schedules. The discussion below outlines regular maintenance to components conducted to prevent indoor air quality concerns.

- a. *Air filtration system* – filters are primarily used to remove particles from the air.

Low efficiency filters (ASHRAE Dust Spot ratings of 10-20 percent or less) are often used to keep lint and dust from clogging the heating and cooling coils of a system. In order to maintain clean air in occupied spaces, filters must also remove bacteria, pollens, insects, soot, dust and dirt with efficiency suited to the use of the building. Using high quality filters is one of the best insurance policies for the good health and energy efficiency of an air handling system.

All dirt cannot be eliminated from the HVAC system; however, the amount of dirt present inside the HVAC system can be controlled by proper air filtration.

- b. *Heating Coils* – Heating coils are inspected annually for accumulation of debris on the upstream side of the coils. These coils normally are thoroughly cleaned as needed.

- c. *Cooling Coils* – These coils are thoroughly cleaned as needed.

- d. *Supply Fan or Air Blower* – Supply Fans or Air Blowers should be cleaned as a part of the duct cleaning process. Supply Fans should be thoroughly inspected as least annually for surface debris and general operation.

A copy of the following checklist is kept on file in the Health and Safety Office:

HVAC COMPONENT	MONTHLY	QUARTERLY	SEMI-ANNUALLY	ANNUALLY	AS REQUIRED
<b>A. Outdoor air intake inspection (unit ventilators)</b>				X	
<b>B. Check belt tension</b>				X	
<b>C. HVAC duct work inspection</b>					X

<b>D. HVAC controls calibration</b>					X
<b>E. Filter changes</b>				X	
<b>F. Heating coils/cooling coils inspection</b>				X	
<b>G. Heating coils/cooling coils cleaning</b>					X (unit ventilators)
<b>H. Supply fan inspection</b>				X	
<b>I. Supply fan cleaning</b>					X

The ASHRAE 62-1989 requirements are 20 cfm of outside air per expected occupant in office area, conference rooms, and 15 cfm per expected occupant in reception areas and classrooms. Buildings complying with these regulations should maintain the carbon dioxide concentrations in occupied spaces (where the source of the carbon dioxide is people’s exhaled breaths) under most operating conditions below 1000 ppm.

Minnesota Occupational Safety and Health Regulation (MOSHA) which were adopted from the Minnesota Industrial Commission in 1972, regulate the amount of fresh air that must be provided and distributed in all workrooms. This is covered under Minnesota Rules 5205.01109 “Workroom Ventilation and Temperature”. This regulation state’s the following:

Subpart 1. Air. Air shall be provided and distributed in all workrooms as required in this code, unless prohibited by process requirements. Outside air shall be provided, to all workrooms, at the rate of 15 cubic feet per minute per person.

Buildings complying with the MOSHA regulation should maintain the carbon dioxide concentration in occupied spaces (where the source of the carbon dioxide is people’s exhaled breath) below an average of 1000 ppm.

The legal ventilation standard, which applies to most buildings, is the MOSHA standard Minnesota Rules 5205.0110. The goal on ventilation for buildings should be the ASHRAE standard 62-1989.

Intermediate School District 917 uses the guidelines established by the Environmental Protection Agency in its “Tools For Schools” packet to calculate the amount of outside air being supplied to each individual. The following provides the formulas used to calculate the amount of outside air per person and a layout of a typical HVAC system.

*A Note About Carbon Dioxide As A Measurement of Ventilation:*

In a fully occupied classroom, with doors and windows shut, and measured several hours of occupancy, above 1300 PPM will indicate the need for remediation.

In building areas, where there are sources of carbon dioxide besides peoples exhaled breaths; the above guidelines cannot be used. Other sources can include exhaust gas from kilns, internal combustion engines, and dry ice. Under these conditions, the OSHA standard on carbon dioxide needs to be used to determine

whether adequate fresh air is being provided. The OSHA standard on carbon dioxide is an 8-hour time weighted average of 10,000 ppm with a short-term 15-minute average limit of 30,000 ppm.

RECORD KEEPING: Building custodians will develop a record keeping schedule for preventive maintenance of HVAC systems. This schedule will be based on the manufacturer's recommendations, and information contained in the IAQ Management Plan. See Appendix J.

#### **B. Temperature**

In Minnesota it is recommended that occupied space temperatures in the summer should be 72-78 degrees with a relative humidity of 20-50 percent. The fall, winter, and spring occupied space temperatures should be 70-74 degrees with a relative humidity of 20-50 percent.

#### **C. Water Intrusion**

Below is a protocol for dealing with building materials where there has been water intrusion:

1. Visually review all flooded areas to determine which building materials have gotten wet.
2. For **ceiling tile**, remove and dispose of all wet ceiling tiles within 24 hours of water contact.
3. For **sheet rock**, remove all drywall and insulation that had become wet up to 12 inches above the water line. This is because wicking can cause water to move up above the water line.
4. For **furniture** that is made of wood, particleboard, or laminates air dry. For upholstered furniture that is wet by drinking quality water, air dry and monitor. For upholstered furniture, wet by contaminated water, discard.
5. For **carpet**, extract excess water from carpet, disinfect, dry as rapidly as possible, and then monitor. Carpet that has been wet for over 24 hours will be evaluated on a case by case basis. A wet/dry vacuum, extractor, and floor fans will be available for use.
6. For **papers, books, and files**, dry essential items within 24 hours. If that is not possible, then freeze them until there is time to dry them. Unessential items should be discarded. Essential items could also be photocopied.

The drying time can be decreased with the use of fans, dehumidifiers, and air conditioning.

#### **D. Painting, Roofing and Flooring**

Other work that can impact IAQ in a building includes flooring, painting, and roofing. Refer to Appendices F, G, and H for proper procedures.

### **V. Indoor Air Quality Checklists**

Indoor Air Quality information (IAQ complaint form, questionnaire, action items list and the investigative form) is available in the Superintendent's office for review by interested District 917 staff members. In the event that a building custodian, teacher, or health & safety personnel would like to review a particular area with regard to IAQ, a comprehensive checklist is available for use in Appendices A, B, C, & D.

### **VI. Integrated Pest Management (IPM)/Chemicals**

#### **A. IPM**

Pending state regulations, Integrated Pest Management (IPM) is a coordinated approach to pest control intended to prevent unacceptable levels of pests, while causing the least possible hazard to people, property, and the environment and using the most cost-effective means. IPM uses a combination of methods, which include:

- Improved sanitation removing food from desks, cleaning.
- Inspection and monitoring of pest population sites.
- Managing waste (keeping refuse in tight containers and locating waste containers away from buildings, if possible).

- Maintaining structures (fixing leaking pipes promptly, sealing cracks).
- Adding physical barriers to pest entry and movement (screens for chimneys, doors, and windows; air curtains).
- Modifying habitats (removing clutter, relocating outside light fixtures away from doors).
- Using traps (light traps, snap traps, and glue boards).
- Using pesticides judiciously.

An efficient IPM program will integrate pest management planning with preventive maintenance, housekeeping practices, landscaping, occupant education, and staff training.

Pest control activities that depend upon the use of pesticides involve the storage, handling, and application of materials that can have serious health effects. The district will only use pesticides after providing appropriate notice to staff, students and parents. Caulking or plastering cracks, crevices, and/or holes to prevent harborage behind walls will be used as the preferred strategy for dealing with pests.

Intermediate School District 917 will use an outside contractor for pest control when needed. Terms of the contract will be renewed annually and include the principles discussed below:

**1. Pest Control Schedule**

Whenever possible, pesticide applications are scheduled during unoccupied periods so that affected areas can be flushed with ventilation air before occupants return. Pesticides are applied in targeted locations, with minimum treatment of exposed surfaces. They are used in strict conformance with manufacturers’ instructions and EPA labels. General periodic spraying may not be necessary. If occupants are present they will be notified prior to the pesticide application.

**2. Materials Selection, Handling and Storage**

Pesticides are selected that are species-specific and attempt to minimize toxicity for humans and non-target species. Contractors or vendors are asked to provide EPA labels and material safety data sheets. Pesticides are stored and handled properly consistent with their EPA labels. Pesticides and other chemicals used will be recorded on a “Chemical Inventory” form.

If only limited areas of the building are being treated, the heating ventilation and air conditioning (HVAC) system will be adjusted so that it does not distribute contaminated air throughout the rest of the building. Temporary exhaust systems may be used to remove contaminants during the work day. HVAC system operation will be modified when necessary during and after pest control activities (e.g., running air handling units on 100 percent outdoor air for some period of time or running the system for several complete air exchanges before occupants re-enter the treated space).

Information on pesticide selection, use, and storage is available from several local and national sources. These include Minnesota Department of Agriculture at <http://www.mda.state.mn.us>, University of Minnesota Extension Service at <http://www.extension.umn.edu/Pesticides/about.html>, and the Federal EPA at <http://www.epa.gov>, and 800/858-7378 or email [npic@ace.orst.edu](mailto:npic@ace.orst.edu).

Notification of parents and employees, as required in MN Statute, Section 121A.30, is addressed in the Student/Parent Handbooks distributed to all students in September of each year and to new students as they enroll in the district. Notice of unscheduled applications is available to parents and employees. Relevant documentation is available in the Superintendent’s office.

**B. Chemicals**

District employees who purchase chemicals will insure that the least hazardous chemical available is selected for every application. The District 917 Buyer requests all available health and safety information for product review and distribution.

**VII. Indoor Air Quality Cleaning Standards**

After establishing guidelines that focus on prevention and containment, the final procedure for the effective reduction of contaminants that affect air quality is the implementation of Indoor Air Quality Cleaning Standards.

Keep in mind that whether an item is clean or not, does not necessarily affect IAQ, (e.g. a drinking fountain or wash basin). It may affect sanitation, but not IAQ. "Clean air," however, cannot be foul smelling. Items that have a potential of becoming foul smelling must also have IAQ Cleaning Standards (e.g., a urinal or a wastebasket).

IAQ Cleaning Standards deal with *Items* (anything, object, or surface) to be cleaned, the *Tasks* required, *Task Frequencies*, and *When*. Since contaminated dirt by and large gets tracked into buildings onto floors, much emphasis is placed on clean floors. Since contaminated dirt gets into buildings through lower entrance levels, those levels are impacted far greater by contaminated dirt than upper levels. Task frequencies for floor maintenance tasks should therefore be lowered accordingly for upper levels. Recommended IAQ Cleaning Standards are for high impact areas on first and lower floors: Entrances, Hallways, Food and Beverage Areas, Kitchens, Restrooms and Locker rooms, Classrooms, and Offices.

**A. Entrances**

The purpose of entry mats is to stop and trap dirt and moisture. It's necessary, therefore, to have two types of mats in place: a dirt mat and a moisture mat.

***Dirt Mat:*** A dirt mat should have a coarse surface that affects removing contaminated dirt more easily from shoes. It should be porous to allow dirt to fall through to the backing of the mat, or into a dirt well into which the mat is placed. It should be thick enough to trap and hold at least 1/8 of an inch of dirt before emptying; and, it should be big enough for a person to step on it at least four times. Of course, the more traffic, the more mat.

***Moisture Mats:*** A moisture mat should be capable of absorbing at least 4 ounces of water per square foot. It should have a backing to prevent moisture from passing through to the floor on which it is placed. And it should be big enough for a person to step on it at least four times. At this time Thompson Heights School is not utilizing moisture mats due to entrance size restrictions. This is an option that will continue to be explored in the future.

***Waste Receptacles (plastic lined):*** Fifteen-inch, double lined waste receptacles are located at each entrance of Alliance Education Center to easily accommodate a day's trash. The location of these waste receptacles encourages use and greatly reduces the amount of contaminants that would otherwise be brought into building.

**B. Hallways**

It is a goal of District 917 to keep the hallways clean at Alliance Education Center (dusted, damp mopped, or cleaned with the automatic equipment regularly and stripped and refinished annually).

**C. Food and Beverage Areas**

Food and Beverages (F&B areas) should be designated and should be provided with appropriate facilities:

**Facilities:**

Food and beverages storage  
Clean-up  
Eating  
Food and beverage purchases  
Food disposal  
Recyclable Disposal

**Examples:**

Refrigerator  
Wash basin, hand soap, hand towels  
Tables and chairs  
Vending machines  
Lined wastebaskets or refuse containers  
Aluminum cans containers

At Alliance Education Center food and beverage areas are thoroughly cleaned by staff daily.

#### **D. Kitchens**

The kitchen staff is responsible for cleaning and sanitizing the surfaces, tools, and utensils they use for food preparation, but the custodial staff is responsible for the remainder of the cleaning. Cleaning is completed at the end of the cooking staff shift.

When sweeping and wet mopping the floor, special precautions are taken to reach under stoves and tables to remove all residues. Kitchen floors are swept or mopped daily.

#### **E. Restrooms and Locker Rooms.**

Fixtures, floors, and spots on the walls are cleaned daily. Entry surfaces are cleaned annually.

Weekly damp dusting horizontal surfaces and vent covers are a priority IAQ Cleaning Standard.

#### **F. Classrooms**

Clean floors, chalkboards, and chalk trays are priorities in classrooms. Clean floors because the tracked in contaminated dirt is a major carrier and source of contaminants. Also, clean chalkboards and chalk trays because of the chalk dust, an air contaminant and irritant.

#### **G. Offices**

Office parallel classrooms, the emphasis being on floor care and dusting.

#### **H. Carpet**

##### **Weekly routine Carpet Maintenance:**

**Vacuuming Carpet:** A top-fill upright vacuum with brush agitation or a canister vacuum with a power head incorporating brush agitation is to be used with frequency. Equally important, soil that is loosened and vacuumed from carpet must be collected in the vacuum recovery system and not allowed to re-enter the air within the structure to contribute to indoor air pollution. For this reason a high efficiency filtering system and vacuum cleaner bags with a minimum rating of 90 percent efficient for 1 micron size particles need to be used in any vacuum equipment employed. Three of the five vacuum cleaners used at Thompson Heights School currently use installed micron bags. A goal is to purchase and install micron bags for all five of the vacuum cleaners.

**Immediate Spotting:** Immediate attention is given to any spotting at Alliance Education Center as soon as the need is reported by a student or staff member.

##### **Carpet Dry Chemical/Foam/Shampoo/Steam (Hot Water) Cleaning:**

**Cleaning Frequency:** Specialized maintenance and cleaning programs (e.g. weekly, monthly, quarterly, and semi-annually) will be implemented based on individual needs.

Frequent cleaning of exterior entrances and high traffic areas reduces the contaminants and soil particles from outside the structure that accumulate in these areas.

##### **Carpet Treatment for Fungi/Bacteria:**

Carpets which have tested higher than normal will be cleaned or removed depending on the location, age of carpet and microbiological levels.

### **VIII. Area Indoor Air Quality Guidelines**

#### **A. Animals in Classrooms**

Certain individuals, in particular those with asthma, may be sensitive to animal fur, dander, body fluids, or feces, and may experience reactions to these allergens. Furthermore, individuals can become sensitized

(made allergic) by repeated exposure to allergens. District 917 has developed the following guidelines to address this area:

1. Use alternatives to animals, if possible.
2. If the teacher's intent is to have animals, then it is the site administrators responsibility to:
  - a. Prior to having animals consult the school nurse/health aide about student allergies or sensitivities (data privacy laws will need to be adhered to).
  - b. Ask parents about potential allergies, or seek to obtain information through a note that students take home or during parent-teacher conference. Remember to check for allergies when new students enter the class.
  - c. Locate sensitive students away from animals and habitats.
  - d. Have the teacher clean cages regularly (daily if possible).
  - e. Have the teacher locate animals away from ventilation system vents to avoid circulating allergens.
  - f. Use gloves to handle feces and dispose of in double bags and immediately place in the outside dumpster, not in building trash containers.
  - g. Keep animals caged. An exception is made for instructional activities in the Animal Science program.
  - h. Bottom of cage should have an impermeable liner on the bottom to prevent liquid or solid leakage from the cage.
  - i. Ensure trash bag is removed from classroom after cage cleaning.
  - j. Animals will be kept in the classroom as needed for curriculum activities and not for extended time periods.

For any health issues related to these guidelines please contact Intermediate School District 917 licensed school nurses: Joan Asmus (LSN) 651-423-8152.

**B. Food Service**

Cooking activities generate odors, heat, moisture, food waste, and other trash which, if not managed carefully, can lead to indoor air quality problems. Intermediate School District 917 has delineated the following responsibilities involved in the preparation and/or serving of food to ensure IAQ management:

**Cooking Areas:**

1. Make sure that the exhaust fans are working properly. If problems are noted, contact the building custodian.
2. Exhaust fans should be operational whenever cooking, dishwashing, and cleaning.
3. Any leaks or odors of combustion gas should be reported immediately to the building engineer.
4. Clean kitchen after each use as required by district and Department of Health policy.
5. Report any signs of mold, mildew, or algae to building custodian.
6. Report any plumbing water leaks to building custodian.
7. Report any pest problems to building custodian.

**Food Handling and Storage:**

1. Regularly check food service areas for signs of insects or vermin.
2. Follow food handling and storage practices as recommended by district and Department of Health.
3. Maintain general cleanliness.

**Waste Management:**

1. Follow district guidelines concerning the recycling of waste.
2. Store waste in appropriate sealed containers.
3. Make sure dumpsters are located away from air intake vents, operable windows, etc.

The District 917 Secondary Technical Center offers several courses to high school students involving food preparation careers (Food Industry Careers, Dietary Aide, and Fundamental Chef). Instructors attend training updates as needed to maintain safety and health within these departments.

**C. Art and Crafts Classrooms**

Classrooms used for arts and crafts activities shall comply with items detailed in the Teacher's Checklist in Appendix E. Materials emitting toxic fumes are not used in classroom spaces when students and staff members are present.

**IX. Indoor Air Quality Complaint Resolution System**

**A. Purpose/Scope**

The purpose of the IAQ Complaint Resolution system is to investigate and attempt to resolve IAQ issues within Intermediate School District 917 buildings in a prompt, responsive manner.

**B. Process**

The following describes the process to be implemented if a building occupant is concerned about IAQ:

1. The person(s) concerned about indoor air quality should contact the Health and Safety Coordinator using an IAQ complaint form (Appendix A)
2. The Health and Safety Coordinator and/or building custodians will conduct an investigation, using Appendix B, to try to resolve the problem internally.
3. The Health and Safety Coordinator will review the IAQ complaint form and may request relevant medical documents from occupants with symptoms.
4. The Health and Safety Coordinator will investigate the problem using Appendix D. The Health and Safety Coordinator will provide a written report to the Superintendent, the Director/Assistant Director of the program involved, and the building custodian. The Superintendent and Health and Safety Coordinator contact an outside vendor if additional testing is required.
5. District employees will perform remediation when feasible and appropriate. If an outside contractor is necessary the Superintendent will define the scope of services and assist in procuring those services in accordance with district policies.
6. If a problem is not solved after appropriate testing, investigation and remediation, the person may need to be moved to a different space based on availability.

**X. Communication/Information**

**A. Availability of Information**

Intermediate School District 917 is committed to open communication regarding IAQ and will make available any and all information regarding IAQ in district facilities. Parents and employees can obtain information about IAQ by contacting the Superintendent's office, or checking the District 917 website: <http://www.isd917.k12.mn.us>. Information available includes:

- Checklists or self-help information so they can properly evaluate their child's home or other out of school situations.
- Information about school facility construction, maintenance, and housekeeping practices, chemicals used, mold and HVAC related information, chemical producing academic subjects, pesticides and

herbicides and the like to determine the extent to which school activities contribute to a child's symptoms.

- Information on what a parent can do (how they can effect change) upon discovering questionable activities occurring within schools.

**B. Annual Notification**

Annual notification of parents will occur each September (or when a new student is enrolled in District 917) through the Parent/Guardian and Student Handbook. Notification of employees will be included in employee orientation materials, policy handbooks, and the annual IAQ Walk-through Inspection process.

**XI. Training, Education, and Information**

*Employee Annual Training Plan:*

<b>EMPLOYEE</b>	<b>TRAINING 1</b>	<b>TRAINING 2</b>	<b>TRAINING 3</b>
Superintendent	<b>X</b>	<b>X</b>	
Directors/Assistant Directors	<b>X</b>		<b>(As Needed)</b>
IAQ / Health and Safety Committee Members	<b>(IAQ Coordinator)</b>	<b>X</b>	
Maintenance/Custodial Staff		<b>X</b>	<b>X</b>
School Nurses/Health Assistants		<b>X</b>	<b>(As Needed)</b>
Teachers			<b>(As Needed)</b>

**Training 1 – Executive IAQ Briefing**

This briefing opportunity, provided annually at a meeting of the District 917 Administrative Team, will provide a broad overview of IAQ and its impact on occupant’s health. The presentation will also review/discuss Intermediate School District 917 plan to manage IAQ in the proactive manner.

**Training 2– IAQ Plan Implementation**

This training will take place at a meeting of the Health, Safety, and Wellness Committee, and will specifically review the IAQ management plan, the impact of the plan on building occupants, and the process and individual responsibilities for its implementation.

**Training 3– IAQ in Classrooms**

This training for District 917 custodians will address the operation of ventilation equipment, carpet care, animals, food, and the district IAQ plan.

**XII. Renovation, Remodeling, and Redecorating Activities**

Renovation, remodeling, and redecorating activities have the potential for causing indoor air quality problems. Proper planning is important to minimize potential problems. Building occupants will be informed of the nature of these activities.

District remodeling specifications require cleanliness, dust control, protection of building and building materials from water and clean HVAC parts:

- All mechanical ventilation improvements will result in demonstrated current performance criteria as found in state law, statute or rule, to include proper amount of ventilation rate over a specified outside temperature range, proper filtration, and ability to measure ventilation rate.
- Proper commissioning of all mechanical ventilation improvements will be done and validated by a designated professional who has adequate errors and omissions insurance.
- Mechanical ventilation improvement work will remain under warranty by the outside party until a full range of seasons has occurred, allowing any deficiencies to surface and be corrected.

A common concern which can occur during these activities is the release of volatile organic compounds from paint, stain, adhesives, sealants, new carpeting, and furniture. When feasible these types of activities will be scheduled to occur when the building is not occupied. Many times, for a variety of reasons, these activities need to occur while the building is occupied. During these activities the maintenance engineer will increase the fresh intake air as feasible. This increased ventilation will occur during these activities and for a short time after the work has been completed. A representative from the Indoor Air Quality Management team will advise on the selection and purchase of paint products.

If only limited areas of the building are being remodeled, the HVAC system will be adjusted and/or containment systems utilized as applicable so that it does not distribute contaminated air throughout the rest of the building. Temporary exhaust systems to remove contaminants during the work day will be considered. It may be necessary to modify HVAC system operation during and after these activities (e.g., running air handling units on 100 percent outdoor air for a period of time or running the system for several complete air exchanges before occupants return to the building).

When feasible, activities where solvents will be released will be scheduled to occur late in the day or on Friday so the building can air out overnight or during the weekend. Whenever possible, carpeting will be installed on a Friday so the solvents in the carpet and its adhesive have the weekend to air out before the tenants return to work.

Prior to modifications to the building system that could impact asbestos-containing materials, the AHERA inspection manual will be reviewed. If asbestos-containing materials will be affected by work, asbestos abatement contractors will generally remove asbestos-containing materials and document the removal work.

The documents in Appendices F and G will be provided by the purchasing department to contractors who do painting and roofing repairs.

### **XIII. Budgeting**

The district health and safety budget is available for use in remedying IAQ problems. This budget is submitted annually for approval. Annual needs, project upgrades, etc., are prioritized and included in the health and safety budget. Routine maintenance items are planned and budgeted for in order to prevent water intrusion, maintain airflow, and improve cleanliness in district buildings as a part of annual budgeting.

### **XIV. Appendices**

**APPENDIX A**  
Intermediate School District 917  
**Indoor Air Quality Complaint Form**

(This form is to be filled out by the building occupant or a staff member)

Date: \_\_\_\_\_ Building Name: \_\_\_\_\_ Room Number: \_\_\_\_\_

Occupant's Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Please describe the problem in detail. Include specific symptoms you have experienced, time of day, weather conditions, number of occupants and any additional observations you would like to make.

Someone may need to contact you to discuss the complaint. What is the best time to reach you? \_\_\_\_\_

So that we can respond promptly, please return this form to Linda Berg, Health and Safety Coordinator, District Office, 1300 145<sup>th</sup> Street East, Rosemount, MN 55068 or fax to 651-423-8564.

## APPENDIX B

### Indoor Air Quality Questionnaire

The purpose of this form is to gather the information required for solving the indoor air quality concerns.

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Program/Site: \_\_\_\_\_

#### Background Information

Question	Response
1. How long have you been in the building?	
2. How long have you been your present location in the building?	
3. Have you experienced any physical discomfort or symptoms related to indoor air quality?	
4. What type of symptoms are you experiencing?	
5. When did the symptoms start?	
6. How long do the symptoms last?	
7. Are symptoms experienced apart from the work area? If yes, when and where?	
8. Is an odor coinciding with our symptoms? If yes, describe the odor.	
9. Have these symptoms ever been experienced at another work area? If yes, please describe.	

Additional comments:



**APPENDIX D**  
**Intermediate School District 917**  
*Health & Safety Coordinator Indoor Air Quality Investigation Form*

**1. INVESTIGATOR INFORMATION**

Name: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_  
 Room #/Area \_\_\_\_\_ # of Occupants in Room or Area \_\_\_\_\_

**2. COMPLAINT DATA**

Name: \_\_\_\_\_ Date of complaint \_\_\_\_\_ Time: \_\_\_\_\_  
 Room #/Area \_\_\_\_\_ Building Name: \_\_\_\_\_  
**Health Symptoms Associated With Complaint:**  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
**Other Concerns, i.e. odor, moisture, airflow, cleaning, etc.:**  
 \_\_\_\_\_  
 \_\_\_\_\_

**3. INVESTIGATION CHECKLIST**

Air Handling Unit	Comments/Action Taken
Air Handling Unit On: <input type="checkbox"/> Yes <input type="checkbox"/> No	_____
Air flowing from Vents: <input type="checkbox"/> Yes <input type="checkbox"/> No	_____
Exhaust Operations: <input type="checkbox"/> Yes <input type="checkbox"/> No	_____
Thermostat Properly Set: <input type="checkbox"/> Yes <input type="checkbox"/> No	_____
Other Problems Noted: _____ _____	
<b>Moisture</b>	
Any Present Signs of Moisture: <input type="checkbox"/> Yes <input type="checkbox"/> No	_____
Any Previous Moisture Concerns: <input type="checkbox"/> Yes <input type="checkbox"/> No	_____
Any signs of Biological Growth: <input type="checkbox"/> Yes <input type="checkbox"/> No	_____
Any Odors: <input type="checkbox"/> Yes <input type="checkbox"/> No	_____

**APPENDIX E**

--

*Other Sources*

Any Recent Renovation in Area:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	_____
Is it Overly Dusty/Unclean:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	_____
Are Chemicals Stored in Room:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	_____
Any Pesticides Recently Applied:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	_____
Any Tunnel System:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	_____
Any Unused Drains:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	_____

**4. TEST DATA**

AHU # _____	VAV/Zone # _____
Room Temp. (°F) _____	
Room Relative Humidity (%) _____	
T'stat Setting (°F) _____	
Room CO (ppm) _____	Room CO <sub>2</sub> (ppm) _____
Particulates _____	
Outside Air Temp (°F) _____	
Outside CO (ppm) _____	Outside CO <sub>2</sub> (ppm) _____

**5. WATER INTRUSION**

_____
_____
_____

**6. OTHER DATA**

_____
_____
_____

**7. IMMEDIATE CORRECTIVE ACTIONS TAKEN**

_____
_____
_____

**8. ADDITIONAL CORRECTIVE ACTION REQUIRED**

_____
_____
_____

**9. ADDITIONAL COMMENTS**

_____
_____
_____

Appendix E

**RETURN TO YOUR SUPERVISOR BY OCTOBER 25, 2014**

**ISD 917 Indoor Air Quality Teachers' Classroom Checklist and Assessment**

Building \_\_\_\_\_ Room \_\_\_\_\_ Date \_\_\_\_\_

SIGNATURE ----Employee Completing the Checklist \_\_\_\_\_

Yes	No	GENERAL CLEANLINESS	Yes	No	VENTILATION
		Excessive dust on horizontal surfaces?			Univent (vent in ceiling) blocked with papers, stored items, furniture, etc.
		Carpet heavily soiled?			Exhaust fans on during cooking, dishwashing and cleaning, and exhaust fan is working?
		Frequent unpleasant odor?			Ventilation?
		Routine cleaning done and trash removed daily?			Windows able to be opened?
		Food stored in sealed containers?			Ventilation unit operating throughout the school day?
		Rooms vacuumed regularly?			Fume hood/spray booth operating?
		<b>PLANTS</b>			Wood dust collection system operating?
		Large plants (over 6" pots need saucer underneath.) Water drippings contained?			Odors present?
		<b>PESTS</b>			Cabinets under sinks wet?
		signs of rodents?			Gas appliances vented to outside and properly working?
		Insects present?			<b>MOLD/MOISTURE</b>
		<b>DRAINS/SINKS</b>			Wet or damp areas - where?
		Water poured down the UNUSED floor/sink drains at least once a week?			Mold visible? Odors, stains? Check window sills.
		Sinks clean and not clogged?			Chipped or peeling paint or plaster?
		<b>ANIMALS</b>			<b>TEMPERATURE</b>
		Animals in the classroom?			Room warmer than 76 degrees?
		Animal waste accumulates in cages?			Room cooler than 66 degrees?
		School nurse consulted about student allergies?			Students seated in direct sunlight?
		Walls water-stained?			Drafty?
		Carpet water-stained?			<b>CHEMICALS</b>
		Plumbing leaking?			All chemicals clearly labeled?
		<b>MISCELLANEOUS</b>			MSDS (Material Safety Data Sheet) in yellow binder and easily accessible. (If not, make a list of chemicals that need MSDS and send to Linda Berg in the District office.)
		Electrical panels have 36" clearance from obstructions?			Flammable and corrosive liquids stored separately in approved cabinets?
		Equipment danger zones clearly marked?			Eyewash station operational?
		Machines are properly guarded?			Emergency shower operational?
		First aid kits stocked and accessible?			All chemicals stored properly?
		All exits free of obstructions?			
		Floors are clean and dry?			

*If inapplicable, put NA--otherwise answer yes or no.*

## APPENDIX F

RENOVATION AND REPAIRS CHECKLIST- FLOORING	
<b>Pre-Installation</b>	
<input type="checkbox"/>	Determine whether resilient tile flooring scheduled for removal contains asbestos fibers.
<input type="radio"/>	<b>Renovation may/will disturb asbestos- containing flooring.</b>
<input type="checkbox"/>	Select low-emitting adhesive when installing glue-down flooring.
<input type="checkbox"/>	Obtain information about product constituents and emissions that may adversely impact IAQ from manufacturers.
<input type="checkbox"/>	Select low-emitting adhesive.
<input type="checkbox"/>	Select low-emitting flooring materials.
<input type="radio"/>	<b>Need additional information for selecting low-emitting adhesive and flooring materials.</b>
<input type="checkbox"/>	Do not install carpet near water sources.
<input type="checkbox"/>	When possible, schedule installation for time when school is unoccupied.
<b>During Installation</b>	
<input type="checkbox"/>	Use low-emitting adhesives.
<input type="checkbox"/>	Use low-emitting flooring materials.
<input type="checkbox"/>	Air new products before installation.
<input type="radio"/>	<b>Need help arranging the airing out of flooring products.</b>
<input type="checkbox"/>	Follow manufacturers' recommendations for ventilating the work area during and after flooring installation.
<input type="checkbox"/>	Install carpet, vinyl, and related flooring materials only when the school building is not in use or maintain the room under negative pressure relative to the surrounding rooms and hallways.
<input type="checkbox"/>	Avoid re-circulating air from the installation area, through the heating, ventilation, and air conditioning system, and into occupied areas. Seal return air grilles, open door ways, stairways, and use exhaust fans to remove airborne contaminants.
<input type="radio"/>	<b>Need help arranging the airing out of space during and after installation.</b>
<input type="checkbox"/>	Vacuum old carpet that is to be removed and subfloor surfaces (once carpet is removed).
<input type="checkbox"/>	Seal joints of hard surfaces and/or entire surface of porous flooring installed near water sources.
<b>Post-Installation</b>	
<input type="checkbox"/>	Vacuum new flooring after installation to remove loose matter and particles generated by the installation process and general construction in the area.
<input type="checkbox"/>	Follow manufacturers' recommendations for ventilating the work area space during and after flooring installation. (Typical recommendation is maximum outdoor air for 72 hours after installation.)
<input type="checkbox"/>	<b>No Problems to Report.</b>
I have completed the activities on the Renovation and Repairs Checklist, and I do not need help in	

	any areas.
Name:	
School:	
Room or Area:	
Date Completed:	
Signature:	

## APPENDIX G

### Intermediate School District 917

## Painting Checklist

Name	Room	School
Date Completed	Signature	

**Instructions:**

1. Check off each box as you complete the activity.
2. Check the triangle as appropriate or check the circle if you need additional help with this activity.
3. File this checklist for future reference.

There are many factors to consider before beginning a painting project. Special care should be taken when sanding a surface to prepare for painting, due to the dust released into the air. This dust may contain lead particles. Exposure to excessive levels of lead could affect a child’s mental growth, and interfere with nervous system development, which could cause learning disabilities and impaired hearing. In adults, lead can increase the blood pressure.

The type of paint is an important decision. For instance, both solvent-based and water-based paints give off volatile organic compounds (VOCs) that could lead to IAQ problems. Water-based paints produce less VOCs than solvent-based paints, but produce them over a longer period of time.

Durability is important – a relatively low-emitting paint might create more IAQ problems in the long run than a higher emitting paint, if the lower-emitting paint requires repainting more often. In addition, many water-based (even interior paints) have, until recently, used mercury as a fungicide. Any paint that contains mercury should not be used indoors.

**Confirm that the painted surface is lead-free before preparing a surface for painting**

- Check painting records or old paint cans to determine whether the paint contains lead
- Do an initial screen using a trained lead paint inspector
- If there is lead paint in the existing paint, contact a trained lead-based paint contractor
- △ No lead in existing paint
- Paint contains lead or testing is needed to determine if lead is in existing paint

**Select a low-VOC emitting paint that is free of lead and mercury**

- Evaluate existing stock of paint (properly dispose of paints containing lead or mercury or having higher VOC emissions than new paints)
- Evaluate new paint before you purchase it. Express your indoor air quality concerns to paint suppliers and use their technical personnel as a resource. Not all paint suppliers have information on pollutant emissions; consult other sources (e.g., manufacturers) if your paint supplier cannot provide adequate information
- △ Have selected an appropriate paint
- Need to discuss which paint to use with an IAQ specialist

**During exterior painting, minimize occupant exposure to odors and pollutants**

- Schedule exterior painting to occur when the building is unoccupied (for example, on weekends or during vacation periods), and allow time for paint odors to dissipate before occupants return to the area. If the area being

Painted areas that have a heating, cooling, and ventilation system which is shared with other areas, those areas should also be unoccupied

- Use supply and exhaust fans to sweep paint fumes out of the building. Operate supply fans continuously (24-7) at the highest possible outdoor air supply setting, from the beginning of the painting work until several days after the painting has been completed
- Block return openings to prevent circulating air from the work area to occupied areas
- △ Occupant exposure is minimized
- Need help to minimize occupant exposure

**Use appropriate storage and disposal practices for paints, solvents, clean-up materials, and asbestos containing materials**

- Seal containers carefully after use
- Keep paint containers in designated storage areas equipped with exhaust ventilation, but not in heating, ventilation, and air conditioning equipment
- Use an appropriate waste disposal method to dispose of any paints containing lead or mercury  
Follow EPA National Emission Standards for Hazardous Air Pollutant rules for disposal of asbestos-containing materials
- △ No problem with storage and disposal
- Need help with storage and disposal

**APPENDIX H**  
**Intermediate School District 917**  
**Roofing Checklist**

---

Name

Date Completed

---

School Building

Signature

**Instructions:**

1. Check off each box as you complete the activity.
2. Check the triangle as appropriate or check the circle if you need additional help with this activity.
3. File this checklist for future reference.

Roofing work often involves the use of tar or other pollutant-producing chemicals that may cause indoor air problems if fumes enter the building. School officials and roofers can cooperate to prevent these problems and complaints from occupants.

Schedule pollutant-producing activities for unoccupied periods (e.g., weekends or vacation periods):

- Check to ensure that pollutant-producing activities occur during unoccupied periods
- Work is scheduled for an unoccupied period
- Work is scheduled for an occupied period; need help to minimize occupant exposure
- Locate “hot-spots” of tar and other pollutant-producing materials away from outdoor air intakes:
- Consider wind patterns at the work site, and arrange equipment so that prevailing winds carry odors away from the building
- Pollutant-producing materials are away from and downwind from outdoor air intakes
- No good location for pollutant-producing materials

Modify ventilation to avoid introducing odors and contaminants:

- Advise staff and students to keep doors and windows closed until the roofing work is finished
- It may be advisable to temporarily close the outdoor air intakes of air handlers; particularly rooftop units in the vicinity of (and downwind from) the work area. (NOTE: To avoid creating IAQ problems from underventilation, provide a temporary means (fans and/or ducts) to supply unaffected outdoor air.)
- Δ Ventilation is arranged to avoid entry of pollutants
- Need help to modify ventilation

# Building and Grounds Maintenance Checklist

Appendix I

Name: _____	
School: _____	
Room or Area: _____	Date Completed: _____
Signature: _____	

### Instructions

1. Read the *IAQ Background* and the Background Information for this checklist.
2. Keep the Background Information and make a copy of the checklist for future reference.
3. Complete the Checklist.
  - Check the "yes," "no," or "not applicable" box beside each item. (A "no" response requires further attention.)
  - Make comments in the "Notes" section as necessary.
4. Return the checklist portion of this document to the IAQ Coordinator.

- |  |                          |                          |                          |
|--|--------------------------|--------------------------|--------------------------|
| 1c. Ensured that air from chemical and trash storage areas vents to the outdoors .....   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 1d. Stored chemical products and supplies in sealed, clearly labeled containers .....  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 1e. Researched and selected the safest products available .....  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 1f. Ensured that supplies are being used according to manufacturers' instructions.....   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 1g. Ensured that chemicals, chemical-containing wastes, and containers are disposed of according to manufacturers' instructions..... | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 1h. Substituted less- or non-hazardous materials (where possible) .....  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 1i. Scheduled work involving odorous or hazardous chemicals for periods when the school is unoccupied .....                          | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 1j. Ventilated affected areas during and after the use of odorous or hazardous chemicals .....                                       | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

### 2. GROUNDS MAINTENANCE SUPPLIES

- |  |                          |                          |                          |
|--|--------------------------|--------------------------|--------------------------|
| 2a. Stored grounds maintenance supplies in appropriate area(s) .....   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2b. Ensured that supplies are used and stored according to manufacturers' instructions.....  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2c. Established and followed procedures to minimize exposure to fumes from supplies .....  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2d. Reviewed and followed manufacturers' guidelines for maintenance .....  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2e. Replaced portable gas cans with low-emission cans.....   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2f. Stored chemical products and supplies in sealed, clearly-labeled containers .....  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2g. Ensured that chemicals, chemical-containing wastes, and containers are disposed of according to manufacturers' instructions..... | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

### 3. DUST CONTROL

- |   |                          |                          |                          |
|---|--------------------------|--------------------------|--------------------------|
| 3a. Installed and maintained barrier mats for entrances ..... | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3b. Used high efficiency vacuum bags .....                    | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3c. Used proper dusting techniques .....                      | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3d. Wrapped feather dusters with a dust cloth .....           | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3e. Cleaned air return grilles and air supply vents.....      | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

### 1. BUILDING MAINTENANCE SUPPLIES

- |   |                          |                          |                          |
|---|--------------------------|--------------------------|--------------------------|
| 1a. Developed appropriate procedures and stocked supplies for spill control | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 1b. Reviewed supply labels .....  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

**4. FLOOR CLEANING**

- 4a. Established and followed schedule for vacuuming and mopping floors .....
- 4b. Cleaned spills on floors promptly (as necessary) .....
- 4c. Performed restorative maintenance (as necessary) .....

**5. DRAIN TRAPS**

- 5a. Poured water down floor drains once per week (about 1 quart of water) .....
- 5b. Ran water in sinks at least once per week (about 2 cups of water) .....
- 5c. Flushed toilets once each week (if not used regularly) .....

**6. MOISTURE, LEAKS, AND SPILLS**

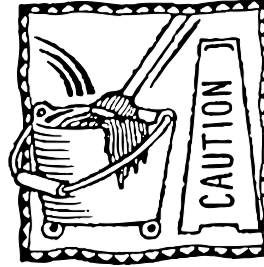
- 6a. Checked for moldy odors .....
- 6b. Inspected ceiling tiles, floors, and walls for leaks or discoloration (may indicate periodic leaks) .....
- 6c. Checked areas where moisture is commonly generated (e.g., kitchens, locker rooms, and bathrooms) .....
- 6d. Checked that windows, windowsills, and window frames are free of condensate .....
- 6e. Checked that indoor surfaces of exterior walls and cold water pipes are free of condensate .....
- 6f. Ensured the following areas are free from signs of leaks and water damage:
  - Indoor areas near known roof or wall leaks .....
  - Walls around leaky or broken windows .....
  - Floors and ceilings under plumbing .....
  - Duct interiors near humidifiers, cooling coils, and outdoor air intakes .....

**7. COMBUSTION APPLIANCES**

- 7a. Checked for odors from combustion appliances .....
- 7b. Checked appliances for backdrafting (using chemical smoke) .....
- 7c. Inspected exhaust components for leaks, disconnections, or deterioration .....
- 7d. Inspected flue components for corrosion and soot .....

**8. PEST CONTROL**

- 8a. Completed the *Integrated Pest Management Checklist* .....



---

**NOTES**

## Appendix J

### *HVAC Maintenance Schedule*

HVAC COMPONENT	MONTHLY	QUARTERLY	SEMI-ANNUALLY	ANNUALLY	AS REQUIRED
<b>A. Outdoor air intake inspection (unit ventilators)</b>				X	
<b>B. Check belt tension</b>				X	
<b>C. HVAC duct work inspection</b>					X
<b>D. HVAC controls calibration</b>					X
<b>E. Filter changes</b>				X	
<b>F. Heating coils/cooling coils inspection</b>				X	
<b>G. Heating coils/cooling coils cleaning</b>					X (unit ventilators)
<b>H. Supply fan inspection</b>				X	
<b>I. Supply fan cleaning</b>					X

TO: Scott Zehnder, Maintenance Engineer \_\_\_\_\_

Signature

Date

When this page is filled with "DATES" please sign, date and return to Linda Berg, Health and Safety Coordinator, DCTC, District Administration, for the Health, Wellness and Safety files.

# Ventilation Checklist



Name: \_\_\_\_\_  
 School: \_\_\_\_\_  
 Unit Ventilator/AHU No: \_\_\_\_\_  
 Room or Area: \_\_\_\_\_ Date Completed: \_\_\_\_\_  
 Signature: \_\_\_\_\_

### Instructions

1. Read the *IAQ Backgrounder* and the Background Information for this checklist.
2. Keep the Background Information and make a copy of the checklist for **each** ventilation unit in your school, as well as a copy for future reference.
3. Complete the Checklist.
  - Check the “yes,” “no,” or “not applicable” box beside each item. (A “no” response requires further attention.)
  - Make comments in the “Notes” section as necessary.
4. Return the checklist portion of this document to the IAQ Coordinator.

## 1. OUTDOOR AIR INTAKES

- |   |                          |                          |                          |
|---|--------------------------|--------------------------|--------------------------|
| 1a. Marked locations of all outdoor air intakes on a small floor plan (for example, a fire escape floor plan) ..... | Yes                      | No                       | N/A                      |
|   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 1b. Ensured that the ventilation system was on and operating in “occupied” mode .....                               | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

### ACTIVITY 1: OBSTRUCTIONS

- |  |                          |                          |                          |
|--|--------------------------|--------------------------|--------------------------|
| 1c. Ensured that outdoor air intakes are clear of obstructions, debris, clogs, or covers .....                 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 1d. Installed corrective devices as necessary (e.g., if snowdrifts or leaves frequently block an intake) ..... | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

### ACTIVITY 2: POLLUTANT SOURCES

- |  |                          |                          |                          |
|--|--------------------------|--------------------------|--------------------------|
| 1e. Checked ground-level intakes for pollutant sources (dumpsters, loading docks, and bus-idling areas).....   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 1f. Checked rooftop intakes for pollutant sources (plumbing vents; kitchen, toilet, or laboratory exhaust fans; puddles; and mist from air-conditioning cooling towers)..... | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 1g. Resolved any problems with pollutant sources located near outdoor air intakes (e.g., relocated dumpster or extended exhaust pipe).....                                   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

### ACTIVITY 3: AIRFLOW

- |   |                          |                          |                          |
|---|--------------------------|--------------------------|--------------------------|
| 1h. Obtained chemical smoke (or a small piece of tissue paper or light plastic) ..... | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 1i. Confirmed that outdoor air is entering the intake appropriately .....             | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

## 2. SYSTEM CLEANLINESS

### ACTIVITY 4: AIR FILTERS

- |  |                          |                          |                          |
|--|--------------------------|--------------------------|--------------------------|
| 2a. Replaced filters per maintenance schedule .....  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2b. Shut off ventilation system fans while replacing filters (prevents dirt from blowing downstream) ..... | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2c. Vacuumed filter areas before installing new filters .....  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2d. Confirmed proper fit of filters to prevent air from bypassing (flowing around) the air filter .....    | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2e. Confirmed proper installation of filters (correct direction for airflow).....                          | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

**2..... SYSTEM CLEANLINESS (continued)**

**ACTIVITY 5: DRAIN PANS**

- |   | Yes                      | No                       | N/A                      |
|---|--------------------------|--------------------------|--------------------------|
| 2f. Ensured that drain pans slant toward the drain (to prevent water from accumulating) ..... | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2g. Cleaned drain pans.....   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2h. Checked drain pans for mold and mildew .....  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

**ACTIVITY 6: COILS**

- |  |                          |                          |                          |
|--|--------------------------|--------------------------|--------------------------|
| 2i. Ensured that heating and cooling coils are clean ..... | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|--|--------------------------|--------------------------|--------------------------|

**ACTIVITY 7: AIR-HANDLING UNITS, UNIT VENTILATORS**

- |   |                          |                          |                          |
|---|--------------------------|--------------------------|--------------------------|
| 2j. Ensured that the interior of air-handling unit(s) or unit ventilator (air-mixing chamber and fan blades) is clean ..... | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2k. Ensured that ducts are clean.....   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

**ACTIVITY 8: MECHANICAL ROOMS**

- |  |                          |                          |                          |
|--|--------------------------|--------------------------|--------------------------|
| 2l. Checked mechanical room for unsanitary conditions, leaks, and spills .....                                     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2m. Ensured that mechanical rooms and air-mixing chambers are free of trash, chemical products, and supplies ..... | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

**3. CONTROLS FOR OUTDOOR AIR SUPPLY**

- |  |                          |                          |                          |
|--|--------------------------|--------------------------|--------------------------|
| 3a. Ensured that air dampers are at least partially open (minimum position) .....  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3b. Ensured that minimum position provides adequate outdoor air for occupants..... | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

**ACTIVITY 9: CONTROLS INFORMATION**

- |   |                          |                          |                          |
|---|--------------------------|--------------------------|--------------------------|
| 3c. Obtained and reviewed all design inside/outside temperature and humidity requirements, controls specifications, as-built mechanical drawings, and controls operations manuals (often uniquely designed) ..... | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|---|--------------------------|--------------------------|--------------------------|

**ACTIVITY 10: CLOCKS, TIMERS, SWITCHES**

- |   |                          |                          |                          |
|---|--------------------------|--------------------------|--------------------------|
| 3d. Turned summer-winter switches to the correct position .....                                       | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3e. Set time clocks appropriately.....  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3f. Ensured that settings fit the actual schedule of building use (including night/weekend use) ..... | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

**ACTIVITY 11: CONTROL COMPONENTS**

- |  |                          |                          |                          |
|--|--------------------------|--------------------------|--------------------------|
| 3g. Ensured appropriate system pressure by testing line pressure at both the occupied (day) setting and the unoccupied (night) setting.....                        | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3h. Checked that the line dryer prevents moisture buildup.....   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3i. Replaced control system filters at the compressor inlet based on the compressor manufacturer's recommendation (for example, when you blow down the tank) ..... | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3j. Set the line pressure at each thermostat and damper actuator at the proper level (no leakage or obstructions) .....  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

**ACTIVITY 12: OUTDOOR AIR DAMPERS**

- |   |                          |                          |                          |
|---|--------------------------|--------------------------|--------------------------|
| 3k. Ensured that the outdoor air damper is visible for inspection .....                           | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3l. Ensured that the recirculating relief and/or exhaust dampers are visible for inspection ..... | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3m. Ensured that air temperature in the indoor area(s) served by each                             |                          |                          |                          |



### 3. CONTROLS FOR OUTDOOR AIR SUPPLY (continued)

- |  | Yes                      | No                       | N/A                      |
|--|--------------------------|--------------------------|--------------------------|
| 3n. Checked that the outdoor air damper fully closes within a few minutes of shutting off appropriate air handler .....  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3o. Checked that the outdoor air damper opens (at least partially with no delay) when the air handler is turned on .....   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3p. If in heating mode, checked that the outdoor air damper goes to its minimum position (without completely closing) when the room thermostat is set to 85°F.....   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3q. If in cooling mode, checked that the outdoor air damper goes to its minimum position (without completely closing) when the room thermostat is set to 60°F and mixed air thermostat is set to 45°F..... | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3r. If the outdoor air damper does not move, confirmed the following items:  |                          |                          |                          |
| • The damper actuator links to the damper shaft, and any linkage set screws or bolts are tight.....  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| • Moving parts are free of impediments (e.g., rust, corrosion) .....   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| • Electrical wire or pneumatic tubing connects to the damper actuator .....  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| • The outside air thermostat(s) is functioning properly (e.g., in the right location, calibrated correctly).....   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

*Proceed to Activities 13–16 if the damper seems to be operating properly.*

#### ACTIVITY 13: FREEZE STATS

- |   |                          |                          |                          |
|---|--------------------------|--------------------------|--------------------------|
| 3s. Disconnected power to controls (for automatic reset only) to test continuity across terminals.....  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| OR  |                          |                          |                          |
| 3t. Confirmed (if applicable) that depressing the manual reset button (usually red) trips the freeze stat (clicking sound indicates freeze stat was tripped)..... | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3u. Assessed the feasibility of replacing all manual reset freeze-stats with automatic reset freeze-stats .....   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

*NOTE: HVAC systems with water coils need protection from the cold. The freeze-stat may close the outdoor air damper and disconnect the supply air when tripped. The typical trip range is 35°F to 42°F.*

#### ACTIVITY 14: MIXED AIR THERMOSTATS

- |   |                          |                          |                          |
|---|--------------------------|--------------------------|--------------------------|
| 3v. Ensured that the mixed air stat for heating mode is set no higher than 65°F.....                        | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3w. Ensured that the mixed air stat for cooling mode is set no lower than the room thermostat setting ..... | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

#### ACTIVITY 15: ECONOMIZERS

- |  |                          |                          |                          |
|--|--------------------------|--------------------------|--------------------------|
| 3x. Confirmed proper economizer settings based on design specifications or local practices ..... | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|--|--------------------------|--------------------------|--------------------------|

*NOTE: The dry-bulb is typically set at 65°F or lower.*

- |  |                          |                          |                          |
|--|--------------------------|--------------------------|--------------------------|
| 3y. Checked that sensor on the economizer is shielded from direct sunlight.....  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3z. Ensured that dampers operate properly (for outside air, return air, exhaust/relief air, and recirculated air), per the design specifications ..... | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

*NOTE: Economizers use varying amounts of cool outdoor air to assist with the cooling load of the room or rooms. There are two types of economizers, dry-bulb and enthalpy. Dry-bulb economizers vary the amount of outdoor air based on outdoor temperature, and enthalpy economizers vary the amount of outdoor air based on outdoor temperature and humidity level.*

### 3. CONTROLS FOR OUTDOOR AIR SUPPLY (continued)

#### ACTIVITY 16: FANS

- 3aa. Ensured that all fans (supply fans and associated return or relief fans) that move outside air indoors continuously operate during occupied hours (even when room thermostat is satisfied) .....  **Yes**  **No**  **N/A**

*NOTE: If fan shuts off when the thermostat is satisfied, adjust control cycle as necessary to ensure sufficient outdoor air supply.*

### 4. AIR DISTRIBUTION

#### ACTIVITY 17: AIR DISTRIBUTION

- 4a. Ensured that supply and return air pathways in the existing ventilation system perform as required .....
- 4b. Ensured that passive gravity relief ventilation systems and transfer grilles between rooms and corridors are functioning .....

*NOTE: If ventilation system is closed or blocked to meet current fire codes, consult with a professional engineer for remedies.*

- 4c. Made sure every occupied space has supply of outdoor air (mechanical system or operable windows) .....
- 4d. Ensured that supply and return vents are open and unblocked .....

*NOTE: If outlets have been blocked intentionally to correct drafts or discomfort, investigate and correct the cause of the discomfort and reopen the vents.*

- 4e. Modified the HVAC system to supply outside air to areas without an outdoor air supply .....
- 4f. Modified existing HVAC systems to incorporate any room or zone layout and population changes .....
- 4g. Moved all barriers (for example, room dividers, large free-standing blackboards or displays, bookshelves) that could block movement of air in the room, especially those blocking air vents .....
- 4h. Ensured that unit ventilators are quiet enough to accommodate classroom activities .....
- 4i. Ensured that classrooms are free of uncomfortable drafts produced by air from supply terminals .....

#### ACTIVITY 18: PRESSURIZATION IN BUILDINGS

*NOTE: To prevent infiltration of outdoor pollutants, the ventilation system is designed to maintain positive pressurization in the building. Therefore, ensure that the system, including any exhaust fans, is operating on the "occupied" cycle when doing this activity.*

- 4j. Ensured that air flows out of the building (using chemical smoke) through windows, doors, or other cracks and holes in exterior wall (for example, floor joints, pipe openings) .....

### 5. EXHAUST SYSTEMS

#### ACTIVITY 19: EXHAUST FAN OPERATION

- 5a. Checked (using chemical smoke) that air flows into exhaust fan grille(s) .....

*If fans are running but air is not flowing toward the exhaust intake, check for the following:*

- Inoperable dampers
- Obstructed, leaky, or disconnected ductwork
- Undersized or improperly installed fan
- Broken fan belt



## 5. EXHAUST SYSTEMS (continued)

### ACTIVITY 20: EXHAUST AIRFLOW



door contaminants from areas such as bathrooms, kitchens, and labs by keeping them under negative (including spaces).

(smoke) that air is drawn into the room **Yes No N/A**

door slightly open while checking airflow high and low in the door opening (see "How to Measure

toward the exhaust intake.....

### DUCTWORK

5d. Checked that the exhaust ductwork downstream of the exhaust fan (which is under positive pressure) is sealed and in good condition .....

## 6. QUANTITY OF OUTDOOR AIR

### ACTIVITY 22: OUTDOOR AIR MEASUREMENTS AND CALCULATIONS

NOTE: Refer to "How to Measure Airflow" for techniques.

6a. Measured the quantity of outdoor air supplied (22a) to each ventilation unit.....

6b. Calculated the number of occupants served (22b) by the ventilation unit under consideration.....

6c. Divided outdoor air supply (22a) by the number of occupants (22b) to determine the existing quantity of outdoor air supply per person (22c) .....

### ACTIVITY 23: ACCEPTABLE LEVELS OF OUTDOOR AIR QUANTITIES

6d. Compared the existing outdoor air per person (22c) to the recommended levels in Table 1.....

6e. Corrected problems with ventilation units that supplied inadequate quantities of outdoor air to ensure that outdoor air quantities (22c) meet the recommended levels in Table 1.....

NOTES:

# **EMPLOYEE RIGHT TO KNOW**

## **WRITTEN PLAN**

### **Intermediate School District 917**

**July 2014**

Intermediate School District 917 is complying with the requirements of OSHA's Employee Right to Know Standard 5205.0100 to 5202.1200 by ensuring that employees are aware of the dangers associated with hazardous substances, harmful physical agents or infectious agents they may be exposed to in their workplaces.

#### **Written Plan**

This plan applies to all work activities in our district where employees may be exposed to hazardous substances or harmful physical agents under normal working conditions or during an emergency situation.

Linda Berg is responsible for this plan. Linda Berg will review and update the plan annually. Copies of the written plan may be obtained from Linda Berg in District Administration.

All employees can obtain further information on this written plan, the Employee Right to Know standard, applicable MSDS, and chemical information lists from Linda Berg in the District Administration Office. Under this plan, our employees will be informed of the contents of the Employee Right to Know Standard, the hazardous properties of chemicals with which they work, safe handling procedures, and measures to take to protect themselves from these chemicals. They will also be informed about any exposure to harmful physical hazards: heat, noise or radiation.

If after reading this plan you find that improvements can be made, please contact Linda Berg at 651-423-8214. We encourage all suggestions because we are committed to the success of our written Employee Right to Know plan. We strive for clear understanding, safe behavior, and involvement in the program from every level of the district.

#### **Hazard Evaluation Procedures**

Our chemical inventory is a list of hazardous chemicals known to be present in our work place. Anyone who comes into contact with the hazardous chemicals on the list needs to know what those chemicals are and how to protect themselves. That is why it is so important that hazardous chemicals are identified, whether they are found in a container or generated in work operations (for example, welding fumes, dusts, and exhaust fumes). The hazardous chemicals on the list can cover a variety of physical forms including liquids, solids, gases, vapors, fumes, and mists.

Barb Schmitz, Buyer, will request an SDS sheet be sent with every chemical order. Barb will then give the SDS sheet to Linda and the person ordering the chemical. Linda Berg will maintain an inventory of hazardous chemicals and SDS sheets. **All staff who order or purchase chemicals or use a blanket purchase order are responsible to request an SDS sheet and furnish a copy to Linda Berg, Health and Safety Coordinator.**

No chemicals may be brought in from home.

Harmful physical agents and where they are present in this work place include:

- Excess Noise – See the Hearing Conservation Plan
- Excess Heat – Heavy duty truck, TESA kitchen, TESA shop, construction, fundamental chef and food industry careers
- Radiation – no known radiation source.
- Infectious Agents – Nurses’ office. See policy 407.

### **Safety Data Sheet (SDS)**

The SDS is a fact sheet for chemicals that pose a physical or health hazard in the workplace. SDS provides our employees with specific information on the chemicals they use.

The material safety data sheets are kept at the following location(s) in our district:

- District Administration Office
- Department that the chemical is being used in
- Nurse or emergency personnel at Dakota County Technical College

The SDS sheets are in alphabetical order by trade name in a designated ring binder.

Employees can obtain access to a SDS at any time by opening the yellow ring binders labeled “Material Safety Data Sheets” located in the areas listed above.

Contractors working on-site will provide SDS for products being used to the building custodial department before work begins. This will be required of all contractors by the contract or purchase order.

An online SDS system using SafeSchools will be implemented within the next two years to be in compliance by June of 2016. This will eliminate all hard copies and SDS sheets will be available online only.

### **Labels and Other Forms of Warning**

All chemicals in the district must be labeled. If chemicals are purchased through normal channels, the chemicals will come with a label. If a chemical is not labeled by the manufacturer

or vendor, then the user will put a label on the product. If chemicals are taken out of the shipping container and placed in other containers (such as wood glue being put into small plastic bottles) then the secondary use containers must be labeled.

**Labels list at least the chemical identity and the appropriate hazard warnings.** The chemical identity is found on the label, the SDS, and the chemical inventory. The chemical identity used by the supplier may be a common or trade name, or a chemical name. The hazard warning is a brief statement of the hazardous effects of the chemical (i.e., "flammable," or "causes lung damage"). Labels frequently contain other information, such as precautionary measures (i.e., "do not use near open flame"), but this information is provided voluntarily by the district and is not required by the law. Our labels are legible and prominently displayed, though their sizes and colors can vary.

The user of the chemical is responsible for ensuring that all hazardous chemicals are properly labeled.

If employees transfer chemicals from a labeled container to a portable container that is intended only for their IMMEDIATE use, no labels are required on the portable container.

A poster is displayed to inform employees about the hazard communication standard. It is located on the bulletin board near shops, labs and classrooms where hazards may exist.

Warning labels will be posted where harmful physical agents are at a level which may be expected to exceed the action level.

## **Training**

Everyone who works with or is potentially "exposed" to hazardous chemicals will receive initial training and annual retraining on the Employee Right to Know Standard, the safe use of hazardous chemicals, and the hazards of physical agents. This training will be completed annually through the online Hazardous Communications course in SafeSchools Online Learning. "Exposure" means that "an employee is subjected to a hazardous chemical in the course of employment through any route of entry (inhalation, ingestion, skin contact or absorption, etc.) and includes potential (e.g., accidental or possible) exposure."

Information and training is a critical part of the Employee Right to Know program. We train our employees to read and understand the information on labels and SDS, understand the risks of exposure to the chemicals and physical hazards in their work areas and the ways to protect themselves. The employees who receive training include those from the following programs: Alliance Education Center, Food Industry Careers; Fundamental Chef Training; Construction Trades; Heavy Duty Truck Technology; Vehicle Services; Graphic Communications; and Health and Safety.

The Personnel Department provides initial employee right to know training for all employees hired. This training is done through SafeSchools, an online course, and is shown to all employees before they begin to work. Records of this training are kept in the Health and Safety files in the District Administration Office.

The Assistant Directors, designated instructors or outside consultants will provide annual training. Records of annual training are kept on file in the District's Health and Safety files in the District Administration Office.

Our goal is to ensure employee comprehension and understanding, including their being aware that they are exposed to hazardous chemicals and physical agents, knowing how to read and use labels and SDS, and appropriately following the protective measures we have established. We instruct our employees to ask their supervisors any questions regarding hazardous material or any other safety issue. As part of the assessment of the training program, we seek input from employees regarding the training they have received, and their suggestions for improving it.

### **Training Content**

Training content is organized according to the hazards to which the employees are exposed. The format of the training program used is either group training, hands-on training or one-on-one training.

The training plan emphasizes these elements:

- Summary of the standard and this written program, including what hazardous chemicals are present, the labeling system used, and access to SDS information and what it means.
- Chemical and physical properties of hazardous materials (e.g., flash point, reactivity) and methods that can be used to detect the presence of chemicals.
- Physical hazards of chemicals (e.g., potential for fire, explosion, etc.).
- Health hazards, including signs and symptoms of exposure, associated with exposure to chemicals and any medical condition known to be aggravated by exposure to the chemical.
- Harmful physical agents, the level of exposure, effects, symptoms and emergency treatment.
- Procedures to protect against hazards (e.g., engineering controls; work practices or methods to assure proper use and handling of chemicals; personal protective equipment required, and its proper use, and maintenance; and procedures for reporting chemical emergencies).

### **Contractors**

When contractors or any other employers' workers (i.e., painters, electricians, or plumbers) will be working at this work place, the contractor will:

- Provide the custodial department with SDS for any of the chemicals brought onto our site

- Relay verbally to the Assistant Director any information relating to possible emergencies that may arise or possible exposures to district employees

At Alliance Education Center, contractors must contact Scott Zehnder and also Jennifer Hetland, Assistant Director (651-423-8100).

At Dakota County Technical College, contractors must contact Paul DeMuth, Director of Operations (651-423-8370).

### **Additional Information**

All employees, or their designated representatives, can obtain further information on this written program, the Right to Know Law, applicable SDS, harmful physical agents and chemical information lists by contacting Linda Berg at 651-423-8214.

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# **CONFINED SPACE ENTRY**

## **WRITTEN PLAN**

### **Intermediate School District 917**

**July 2014**

#### **General District Policy**

The purpose of this program is to inform interested persons, including employees, that I.S.D. 917 is complying with the OSHA Confined Space Standard, Title 29 Code of Federal Regulations 1910.146. We have determined that this workplace needs written procedures for the evaluation of confined spaces, and where permit-required spaces are identified, we have developed and implemented a permit-required confined space entry program. This program applies to all work operations at I.S.D. 917 where employees must enter a confined space as part of their job duties.

Superintendent John Christiansen has overall responsibility for coordinating safety and health programs in this district and is the person having overall responsibility for the Confined Space Entry Program. This program will be reviewed and updated as necessary.

Copies of the written program may be obtained from Linda Berg, Health and Safety Coordinator, District Office, at 651-423-8214.

Under this program, we identify non-permit and permit- required spaces in I.S.D. 917, and provide training for our employees according to their responsibilities in these spaces. These employees receive instructions for safe entry into our specific type of confined spaces, including testing and monitoring, appropriate personal protective equipment, rescue procedures, and attendant responsibilities.

This program is designed to ensure that safe work practices are utilized during all activities regarding the confined spaces to prevent personal injuries and illnesses that could occur.

If, after reading this program, you find that improvements can be made, please contact Linda Berg at 651-423-8214. We encourage all suggestions because we are committed to creating a safe workplace for all our employees and a safe and effective confined space entry program is an important component of our overall safety plan. We strive for clear understanding, safe work practices, and involvement in the program from every level of the district.

## **Hazard Evaluation for Permit Spaces**

To determine if there are permit-required confined spaces in I.S.D. 917 a review of the spaces was conducted. Information was provided by District 917 employees regarding the location of and hazards of the confined spaces. This evaluation has provided ISD 917 employees with the information necessary for the classification of the confined spaces throughout the district. This written hazard evaluation is kept in the Health and Safety files located in the district office. The confined spaces in our district have been classified.

**Class 1 Spaces** – No permit required. No known toxic gas, no engulfment potential and are naturally ventilated upon opening dampers, doors, etc.

**Class 1 spaces include: (Alliance Education Center)**

---

HVAC Duct Work  
Plumbing Access Areas  
Air Conditioning Units

**Pre-Entry procedures for Class 1 spaces:**

- 1) Assure that a sign, which indicates that this space is a confined space, is posted at all the entrances to the space.
- 2) Only persons who have been trained on confined spaces can enter.
- 3) These spaces will be opened to allow for natural ventilation before and during the entry.
- 4) Lockout/tagout shall be applied before entry occurs.
- 5) Air monitoring is not required.
- 6) No written permit is required however the use of the attached checklist is recommended.
- 7) Notify another employee regarding entry, however no attendant is required.

**Entry procedures for Class 1 spaces:**

- 1) Ensure space is ventilated during the entry.

**Class 2 Spaces** – No permit required. No known toxic gas, no engulfment potential and the primary concern is adequate ventilation. These spaces have defined walls and can be effectively ventilated with a mechanically powered ventilator.

**Class 2 Spaces include: (Alliance Education Center)**

---

(Boiler Room Sumps)

**Pre-Entry procedures for Class 2 spaces:**

- 1) Assure that a sign, which indicates that this space is a confined space, is posted at all the entrances to the space.
- 2) Only persons who have been trained on confined spaces can enter.
- 3) Before beginning work isolate the space using barricades, cones, ribbon, etc. to prevent unauthorized persons from entering the area around the space or the space.
- 4) These spaces will be ventilated with a powered blower initially for the time period necessary to replace the volume of the confined space a minimum of five times prior to entry.
- 5) Lockout/tagout shall be applied before entry occurs.
- 6) Air monitoring is not required.
- 7) No permit is required however the use of the attached checklist is recommended.
- 8) Notify another employee regarding the entry, however no attendant is required.

**Entry Procedures for Class 2 spaces:**

- 1) Continue this ventilation at a minimum rate of 200 cfm per worker inside the space.

**Class 3 Spaces** –No permit required. These confined spaces are the pipe chase tunnels. These spaces are all below grade and are naturally ventilated. Some have dirt or rock floors, some have concrete floors, they open to the boiler room, have pipes running throughout, and have access hatches or openings in various locations. On occasion a tunnel has steam leaking into the tunnels necessitating repairs. These confined spaces have the potential for oxygen deficiency. They can not be manually ventilated due to their size and shape.

**Class 3 Spaces include: (none)**

**Class 4 spaces include:**

---

(Any confined space with sewage or the odor of sewage--dock storm drains)

**There are no Class 4 spaces at Alliance Education Center.**

**Work Tasks Performed in a Confined Space**

The work activities authorized employees are expected to perform in district confined spaces include:

- 1) Cleaning
- 2) Maintenance
- 3) Surveillance

District employees may not weld or use hazardous materials in a confined space.

### **Preventing Unauthorized Entry**

To provide a safe work environment and to prevent exposed employees from accidentally entering a permit space, we have implemented the following procedures to inform all employees of the existence, location, and danger posed by confined spaces in I.S.D. 917. To inform employees of the existence of a permit space, we post every entrance to a confined space. This signage indicates that unauthorized employees are not to enter. Employees who work in areas where confined spaces are accessible are trained on the existence of confined spaces.

### **Pre-Entry Non-Permit Confined Space Evaluation**

To ensure the safety and health of our employees a Pre-Entry Checklist is available for use with Class 1, 2 and 3 spaces before entry. Use of this checklist is optional.

### **Equipment**

To ensure the safety and health of our employees, I.S.D. 917 will provide a torpedo mechanical fan for entry into Class 2 spaces. We maintain all equipment in excellent working condition, train the entrants in the correct usage of this equipment, and ensure that all equipment, including that used for personal protection, is used properly.

### **Duties: Authorized Entrants**

Only persons who have completed confined space entry training are authorized to enter our spaces. The elements covered in the training program for authorized entrants include:

- 1) Recognition of confined spaces
- 2) Understanding that only trained employees may enter
- 3) Proper procedures for entry into Class 1 and spaces
- 4) Use of equipment
- 5) Knowledge of Pre-Entry Checklist

These are the employees who have current authorization to work in our Class 1 confined spaces:

- 1) Lead Custodian

These are the employees who have current authorization to work in our Class 2 confined spaces:

- 1) Lead Custodian

### **Duties: Attendants**

Those persons who have completed the training and have been designated as confined space attendants are assigned specific duties and responsibilities, which they must perform in confined space, job duties.

Lead Custodian duties and responsibilities include:

- 1) Maintain voice communications with employee in the confined space
- 2) Be able to access an emergency response team

### **Duties: Entry Supervisors**

Only Scott Zehnder, who has completed the training, is designated as confined space entry custodian and is assigned specific duties and responsibilities which must be performed in confined space job duties. Those duties and responsibilities include:

- 1) Posting the entrances of all confined spaces
- 2) Ensuring that Pre-entry and Entry procedures are followed by I.S.D. 917 Employees
- 3) Providing a copy of the Confined Space Entry Program to vendors prior to their entering any confined space.

### **Training Program**

Every employee at I.S.D. 917 who faces the risk of confined space entry is provided with training so that each designated employee acquires the understanding, knowledge and skills necessary for the safe performance of the duties assigned to them. This can be done using the SafeSchools Online Training. All training related materials and documents are kept in the Alliance Education Center office and in the Health and Safety files located in the District office.

When we conduct the training, we use a variety of materials and methods. New employees are always trained before their initial assignment of duties. When changes occur in permit-required confined space areas of our district, we notify custodians in the building. If we have reason to believe that an employee has deviated from a previously trained upon procedure or that their knowledge seems inadequate, discipline procedures for insubordination as outlined in the contract may be used.

### **Rescue and Emergency Services**

I.S.D. 917 utilizes local public emergency personnel to perform rescue and emergency services in the event of a permit space incident. To familiarize this service with our facility and emergency needs, we provide access to all permit spaces from which rescue may be necessary so the rescue team can develop appropriate rescue plans and practice rescue operations. We also send a copy of this plan to the Rosemount fire department.

## **Multiple Employer Entry Procedures**

When vendors/outside employers/contractors enter our facility to perform work in confined spaces, we coordinate entry and work operations following these procedures:

- 1) The Lead Custodian provides contractors with a copy of the Confined Space Entry Written Program.
- 2) The Lead Custodian informs the contractor that they are to follow appropriate safety procedures.
- 3) The Lead Custodian informs outside personnel of any expected hazards.
- 4) The Lead Custodian retains a copy of any Pre-Entry Checklists or Permits completed by the contractor.
- 5) The Lead Custodian will debrief the people entering to ascertain if there was any change in conditions confronted in the space and report these changes to the Health and Safety Coordinator.

## **Post-operations Procedures**

Upon completion of work in a confined space, we follow these procedures to close-off the space.

- 1) Barricades are removed.
- 2) Any hatches or doors are closed.
- 3) The Pre-Entry checklist is filed.

## **Review-Procedures**

To ensure that all employees participating in entry operations are protected from confined space hazards; I.S.D. 917 reviews the Confined Space Entry Program on a regular basis. I.S.D. 917 performs a single annual review covering all entries performed during a 12-month period. If no entry is performed during a 12-month period, no review will be performed.

## **Enforcement**

Constant awareness of and respect for confined space entry hazards, and compliance with all safety rules is considered conditions of employment. Supervisors reserve the right to issue disciplinary warnings to employees and to act as detailed in the contract.

## **Appendix**

Appendix A: Optional Pre-Entry Checklist for Use with Class 1 and 2.

# **SECONDARY TECHNOLOGY CENTER SAFETY MANAGEMENT**

## **WRITTEN PLAN**

**Intermediate School District 917**

**July 2014**

### **INTRODUCTION**

The health and safety standards included in the following sections are provided for guidance to Intermediate School District 917 Secondary Technology Center instructors. Compliance with these standards will substantially aid in providing a safe and healthy work and teaching environment. Procedures outlined should be considered the minimum standards that apply for classrooms. The standards are derived from existing state or federal occupational health and safety regulations and other organizations such as: the National Fire Protection Association and the American National Standards Institute. If there are discrepancies between this plan and the standards, the standards are to take precedence.

The Intermediate School District 917 technology programs include: Construction; Vehicle Services; Heavy Duty Truck Technology; Graphic Technology; Computer Repair, Networking, and Video Game Design; Fundamental Chef; and Food Industry Careers. It is imperative that instructors become familiar with and implement the sections in this plan that pertain to the operation(s) under their control.

Each technology program is responsible for providing safety equipment and supplies as specified in this plan. If there is equipment that does not meet the standard, it is not to be used. If there is equipment that is not used and is not likely to be used in the future, it should be decommissioned. Equipment shall be maintained in good repair. If equipment is not operable or does not meet the standards, it should be red tagged as not operable until a time when it is repaired or upgraded. Instructors are not to perform repairs or upgrades to equipment.

### **Section 1: The Technology Shop Safety Management Plan**

The Secondary Technology Center Safety Management Plan covers: general safety and housekeeping, clothing and safe dress, personal protective equipment, machine safety, hand and power tool safety, electrical safety, compressed air safety, compressed gas cylinders, employee right to know, chemical storage requirements, safety equipment, emergency procedures, employee training and recordkeeping. This plan will be reviewed annually, evaluated for effectiveness and updated as necessary. This plan will be maintained in the District Office and

on-site by each shop instructor. It shall be made available to employees, employee representatives, and safety inspectors upon request.

Each Technology Shop curriculum shall develop and implement their safety plan specific to the activities being performed. Safety guidelines for students are to be developed by instructors that are specific to the task to be performed. Student guidelines should include items identified in this plan and student behavior do's and don'ts. **Health and safety must be made an integral part of all Technology Shop curriculums and the instructor must document student competency on safety procedures by maintaining a file for each student containing safety worksheets and actual safety test passed at the 100% level.**

On a regular schedule, but not less than monthly, instructors are responsible for inspecting the shop areas under their control.

## **Section 2: General Safety/Housekeeping**

The following precautions pertain to the minimum general safety/housekeeping procedures to be implemented in the Technology Shop classrooms:

1. Report all injuries. Injuries to instructors must be documented through the **Business and Nurses's** Office on the Injury Report Form. The Student Injury Log is to be used to document injuries to students.
2. Students are to be supervised by a licensed Technology Shop instructor when using shop equipment or chemicals.
3. No food is allowed in a Technology Shop area. Do not eat, drink, chew gum, or apply cosmetics in a shop area.
4. Minimize exposures by using appropriate personal protective apparel and equipment. (i.e. eye protection, machine guards, etc.)
5. Only tools, equipment, and machinery that are properly maintained and adjusted may be used.
6. Tools, equipment, and machinery may not be altered for use other than that for which it was designed and specified by the manufacturer.
7. Know the locations of and maintain accessibility of all safety equipment including: fire extinguishers, eyewashes, drench showers, etc.
8. Floor areas and aisles must be kept free of debris or any item that may constitute a tripping or slipping hazard.
9. Dust collections systems must be used when performing woodworking activities.
10. Cleanliness around woodworking activities is to be maintained. Particular attention should be made in regards to preventing fire hazards from wood dust inside electrical switch enclosures, bearings and motors.
11. Use shop vacuum equipment to keep work areas clean. Compressed air must not be used to clean dirt and dust from equipment, clothing or skin.
12. Clean up liquid spills immediately.
13. Maintain storage areas in a safe and orderly manner.
14. Store flammables in an approved flammable cabinet if in excess of 10 gallons.
15. Maintain aisles and egresses open and clear.

16. A minimum of 18 inches of clearance must be maintained between storage materials and fire sprinkler heads.
17. Storage of materials must not create a hazard. Overhead storage must be stable and secure. Large objects should not be stored overhead. Attention to the weight limit of a shelving or rack unit should be monitored.
18. A minimum of 36 inches of open area must be maintained for access to all electrical boxes and utility controls.

### **Section 3: Clothing and Safe Dress**

The following precautions pertain to the minimum clothing and safe dress procedures to be implemented in Technology Shop classrooms:

1. The type of clothing is to be appropriate for the planned shop activities.
2. Instructors are responsible for ensuring that students are informed as to the requirements for wearing apparel that is suitable for the type of shop activities to be performed and the hazards involved.
3. For those working with machinery or in other hazardous operations, clothing should be well fitted with no loose or flowing articles. Shirts must be tucked in and short sleeve types are the best.
4. Shoes should be well fitted with good soles and heels and of a style that completely covers the foot. Open-toe shoes “sandals” or lightweight shoes must not be worn during shop activities.
5. Instructors and students with long hair who work around moving machinery must wear adequate hair covering to preclude the possibility of entanglement.
6. Jewelry such as rings, pendants, necklaces, earrings, and watches shall not be worn when working around moving machinery, electricity or electronics equipment.

### **Section 4: Personal Protective Equipment**

This section addresses eye, face, hand and hearing protection. Activities are not to be performed which would require the use of respirator protection, however voluntary use of respirators is allowed. Personal protective equipment (PPE) is to be used by instructors and students whenever doing so will reduce the likelihood of injury. PPE is not a substitute for engineering controls, administrative controls, or good work practices, but must be used in conjunction with these controls.

#### **Responsibility**

Instructors have the primary responsibility for implementation of the PPE program in their shop area. This includes: conducting a hazard assessment in their area, determining what type of PPE is required, purchasing the necessary equipment and signage, ensuring students are trained on the proper use, care and cleaning of PPE, ensuring students are wearing PPE and replacing defective or damaged equipment immediately. Based on the hazard assessment, locations or activities that require PPE are to be clearly demarcated identifying the type of PPE required. Visitors or others passing through the area should be able to easily identify the hazards and PPE required.

## **Eye and Face Protection**

Instructors and students must use appropriate eye and face protection when working in eye protection areas or exposed to hazards from flying particles or chemicals. Eye protection areas include but are not limited to, technology shops in which activities are taking place and materials are being used involving: hot molten materials, milling, sawing, turning, shaping, cutting, grinding or stamping of any solid materials, heat treatment, tempering, or kiln firing of any metal or other materials, gas or electric arc welding, repair or servicing of any vehicle or mechanical equipment. Eyewear must comply with ANSI Z87.1 as indicated by labels on the PPE. When there is a hazard from flying objects, side protectors must be used.

## **Hand Protection**

Instructors and students must use appropriate hand protection when exposed to hazards from skin absorption of harmful substances, severe cuts or lacerations, abrasions, punctures, chemical burns or temperature extremes. An evaluation of the hazard must be made and the appropriate glove type selected. Glove selection will be based on performance characteristics of the gloves, conditions, duration of use, and hazard present. One type of gloves will not work in all situations.

## **Hearing Protection**

Instructors and students exposed to noise levels at or above the OSHA permissible exposure limit of 85 dBA as measured on an eight-hour time weighted average (TWA) must wear hearing protection. It is recommended that hearing protection be used whenever operating equipment which generates decibel level above 80 dBA. The type of hearing protection device used must, at a minimum, attenuate the noise level to an 8-hour TWA of 85 dBA or less. Instructors should also limit their daily noise exposure by reducing the time period devoted to excessively noisy activities. Personnel and equipment noise level monitoring can be performed by Health and Safety upon request.

Refer to the District Respiratory Protection, Personal Protective Equipment and Hearing Conservation Written Plans for more information on these topics.

## **Section 5: Machine Safety**

Machinery is the most immediate and apparent safety hazard in the shop area. **It is imperative that instructors supervise students at all times when using any shop machines.** Prior to student usage, the instructor must approve the intended operation by the student making sure that guards are in place and that student has passed the safety test for the equipment he/she will be operating. Instructors must ensure that the equipment is functioning properly and all safety equipment is in place and being used. Equipment lighting is to be maintained operational and must be protected from breakage. All safety guards must be maintained in proper position while the machine is in operation. The instructor is responsible for performing regular scheduled

inspections and manufacturer specified preventative maintenance of machinery. The instructor is not to perform maintenance that will require the implementation of lockout/tagout procedures. If machine equipment is determined not to be functioning properly or it is missing safety or guarding equipment, it is not to be used. The instructor must label the equipment with a red tag as not operational until such a time when repairs or upgrades can be made. Students shall have completed a safety worksheet for each piece of equipment and passed a safety test at the 100% level in order to be deemed fit to operate that machine. The instructor will keep a file for each student containing the worksheet and student safety test. The instructor will record on a visible, posted sheet the student's name and the machines he is qualified to operate. Students not demonstrating competency with machine operation and safety procedures must not be allowed to operate machinery.

## **Guarding**

Machine guarding procedures are as required by OSHA 29 CFR 1910.212. One or more methods of machine guarding shall be provided to protect the operator and other people in the machine area from hazards such as those created by point of operation, in-going nip points, rotating parts, flying chips and sparks. Examples of guarding methods are barrier guards, two-hand tripping devices, electronic safety devices, etc. Safeguards must meet the following minimum requirements:

1. **Prevent Contact:** The safeguard must prevent hands, arms, and any other body part of the user's body from making contact with dangerous moving parts. All belts, pulleys, gears, shafts and moving parts must be guarded. Chip shield guards and filler plates need to be maintained at a maximum clearance of 1/4 inch on the top plate and 1/8 inch on bottom.
2. **Secure:** Users should not be able to easily remove or tamper with the safeguard. Guards and safety devices should be made of durable material that will withstand the conditions of normal use. Safeguards must be firmly attached to the machine.
3. **Protect from Falling Objects:** The safeguard should ensure that no objects could fall into moving parts.
4. **Create No New Hazards:** A safeguard defeats its own purpose if it creates a hazard of its own such as a shear point, a jagged edge, or an unfinished surface which can cause a laceration. The edges of guards should be rolled or bolted in such a way that they eliminate sharp edges.
5. **Create No Interference:** Any safeguard, which impedes a user from performing the job quickly and comfortably, may soon be overridden or disregarded. The guard should be evaluated by Health and Safety personnel for possible improvement but **not** removed.
6. **Allow Safe Lubrication:** If possible, machines should be able to be lubricated without removing the safeguards.

## **Section 6: Hand and Power Tool Safety**

The instructor must monitor activities involving the use of hand and power tools. Tools must be maintained in a safe and operable condition. Any hand or power tool found not in proper working order must be removed from service. Tools must be inspected at regular intervals and

preventative maintenance performed in accordance with the manufacturer's specifications. All tools must be used with the correct PPE, shield, guard or attachment recommended by the manufacturer. Tools are only to be used for the designed or intended usage. Following usage, hand and power tools are to be properly stored and secured. Tools should never be left unattended where they may be available to unauthorized persons.

### **Guarding of Portable Power Tools**

Portable power tool guarding procedures must meet the following minimum procedures:

1. All portable, power-driven circular saws having a blade diameter greater than two inches must be equipped with guards above and below the base plate or shoe. The upper guard must cover the saw to the depth of the teeth except for the minimum arc required to permit the base to be tilted for bevel cuts. The lower guard must cover the saw to the depth of the teeth except for the minimum arc required to allow proper retraction and contact with the work. When the tool is withdrawn from the work, the lower guard must automatically and instantly return to covering position.
2. All hand-held power circular saws having a blade diameter greater than two inches must be equipped with a constant pressure switch or control that will shut off the power when the pressure is released.
3. All hand-held power drills, fastener drivers, grinders or disc with wheels greater than two inches, belt sanders, reciprocating saws, saber, scroll and jig saws with blade shanks greater than a one-fourth inch, and other similarly operating powered tools will be equipped with a constant pressure switch or control, and may have a lock-on control provided that turnoff can be accomplished by a single motion of the same finger that turned it on.
4. The operating control on hand-held power tools must be located as to minimize the possibility of its accidental operation.
5. All portable electric power tools must be grounded.

### **Section 7: Electrical Safety**

Safe work practices must be employed to prevent electric shock or other injuries resulting from electrical contact. Activities performed near or on equipment or circuits that are or may be energized must incorporate safety-related work practices consistent with the nature and extent of the associated electrical hazard. The minimum electrical safety procedures are as follows:

1. All electrical equipment and cords must be inspected monthly by the instructor to insure proper use and safe condition.
2. Damaged electrical equipment must be reported for repairs.
3. The power source to damaged electrical equipment must be disconnected (red tagged) until repairs can be made.
4. Damaged extension cords should be discarded.
5. All electrical equipment and cords must be properly grounded with three-prong type plugs. Power tools not equipped with three-prong type plugs must be double insulated or connected to a ground-faulted outlet or adapter.

6. All occasional use electrical equipment must be disconnected when not in use.
7. Extension cords must not be used on a **permanent basis** to supplement existing outlets to provide electricity for appliances and equipment in regular use.
8. The use of octopus plugs, strip adapters and three-prong adapters are prohibited. The use of ground faulted power strips is acceptable.
9. Circuit breaker panels and wiring are not to be modified by instructors or students.
10. All circuit breakers must be identified by label according to service area. Breakers are to be labeled to facilitate power shut-off in the case of an emergency.
11. A minimum of a 36-inch clearance around electrical service panels and emergency shut-off equipment must be maintained.
12. Electrical service panels are to be secured (locked) at all times to prevent student access. If the service panel is the only location for equipment emergency shut-off, it is to be maintained unlocked and accessible.

### **Electrical Controls and Equipment**

1. Mechanical or electrical power controls must be provided for each machine to make it possible for the operator to cut off the power. Clearly marked power controls must be located within easy reach of the operator. Emergency stops should be identified in red.
2. Students should be given instruction on the purpose of the over-current devices and disconnects should be properly labeled.
3. Electrically driven equipment must be controlled with a magnetic or similar device to prevent automatic restarting of the machine after a power failure.
4. Power controls and operating controls should be located within easy reach of the operator without requiring them to reach over operating parts.
5. Instructors are not to perform repairs on electrical equipment. Adjustments that are considered to be routine, repetitive, and integral to the use of the equipment can be performed by the instructor.
6. Prior to making adjustments to electrical machinery, procedures must be followed to render controls and devices inoperative (lockout/tagout).

### **Section 8: Compressed Air Safety**

The following precautions pertain to the use of compressed air in shop areas:

1. Students are to be supervised by the instructor at all times during compressed air activities.
2. The instructor, prior to each use, must inspect all components of the compressed air system.
3. Compressed air equipment is not to be modified by instructors or students.
4. Compressed air equipment must be labeled to identify its use and maximum allowable working pressures.
5. Air supply shutoff valves must be located as near as possible to the point of operation.
6. Air hoses must be kept free of grease and oil to reduce the possibility of deterioration.
7. Hoses must not be strung across floors or aisles where they are likely to cause occupants to trip and fall.

8. Hose storage must be in a location that provides efficient access and protects the hose and nozzle from damage.
9. Hose ends must be secured to prevent whipping if an accidental cut or break occurs.
10. Before a pneumatic tool is disconnected, the air supply must be turned off at the control valve and the tool bled.
11. Eye and face protection must be worn at all times by instructors and students during compressed air activities.
12. Compressed air nozzles must be equipped with a separate regulator to reduce pressure to less than 30 psi when used for blowing.
13. Compressed air must not be used to clean dirt and dust from clothing or off a person's skin.
14. Compressed air is not to be used for cleaning machinery or blowing dust around the shop area. Shop vacuums and brooms are to be used for cleaning.

### **Section 9: Compressed Gas Cylinders**

Procedures for the use and storage of compressed gas cylinders must meet the following minimum procedures:

1. Instructors must inspect compressed gas cylinders on a weekly basis when in storage and prior to each use.
2. Compressed gases must be handled as a high-energy source and as a potential explosive.
3. All compressed gas cylinders must be clearly labeled with the chemical or trade name of the gas.
4. Always protect cylinder valve stems with valve protectors when not in use or connected for use.
5. Avoid exposing cylinders to heat sources and direct sunlight.
6. Never lubricate, modify, force or tamper with cylinder valves.
7. Gas cylinders must be secured in place and reactive gas cylinders must be separated from oxidizing cylinders by a firewall or a minimum of a 20-foot distance. Mobile cylinders must be securely chained to a wall or cart.
8. Proper personal protective equipment must be used when necessary. (i.e., welding/cutting)

### **Section 10: Right-to-Know**

Right to Know is designed to protect employees, occupants and students from the effects of any hazardous chemical used or stored in industrial arts areas. The purpose of the program is to ensure that all hazardous chemicals in the workplace are identified and to increase employee education and awareness of hazardous chemicals. The District-wide written Employee Right to Know Written Plan is maintained in the District Office.

Procedures to be implemented by instructors are as follows:

1. **Chemical Inventory:** A complete and current inventory of all hazardous chemicals must be maintained for each technology program. The inventory should be maintained as part of this plan using the Chemical Inventory Form. All items in inventory must show the chemical name, manufacturer information, storage location, quantity, product usage and hazard analysis. Examples of hazardous chemicals include, but are not limited to, cleaning chemicals, gasoline and other petroleum products, compressed gases, paints and solvents, inks, and processing chemicals. Products exempted from this requirement include consumer products packaged for distribution to the general public, if used by employees in the workplace in the same form, concentration, frequency and manner, as would the general public.
2. **Safety Data Sheets:** Every item in the chemical inventory must have a corresponding Safety Data Sheet (SDS). It is the responsibility of each school technology shop department to maintain SDS's as part of this plan. SDS's must be organized and made easily available to employees and students. ISD 917 will be implementing an online SDS system through SafeSchools. This will be fully implemented by June 1, 2016.

SDS's are available from the product suppliers and should provide the following minimum information: chemical name, hazardous components, physical characteristics (density, flashpoint, etc.) physical hazards (fire, explosion, reactivity) health hazards and symptoms, primary routes of entry, permissible exposure limits or threshold limit value, any applicable precautions (gloves, goggles, fume hood, etc.) first aid and emergency procedures, date prepared and name and address of the manufacturer. Any item in inventory that does not have a SDS is to be disposed of. Hazardous products are to be disposed of in accordance with the Regulated Waste Management Plan.

3. **Chemical Labeling:** All chemical containers must be labeled to clearly identify contents. At a minimum, chemical container labeling is to list: chemical name, concentration and how the chemical can hurt you. It is best if the label on the container matches the name on the corresponding SDS.

## Section 11: Chemical Storage Requirements

All chemicals represent potential hazards and storage systems must recognize these hazards and be designed to minimize them. The quantity of stored chemicals should be minimized to include only those needed for scheduled shop activities. In the event that a shop area has excess or old chemical products, the District Office should be contacted to provide for proper disposal. Storage and disposal requirements for specific chemicals are identified in the Regulated Waste Management Plan.

Chemical storage requirements to be implemented by instructors are as follows:

1. Chemicals should be stored in secured, storerooms or cabinets. Unsecured areas are not to be used for chemical storage.
2. Instructors must inspect chemical storage rooms and cabinets weekly.
3. No unlabeled products should be stored anywhere.

4. Store only the minimum amount of chemicals needed.
5. Storage areas and cabinets must be labeled to identify the hazardous nature of the products stored within.
6. Shelving above work areas must be kept free of chemical storage.
7. All storage containers must have lids or covers. The instructor must clean up spills immediately.
8. Chemicals stored on the floor must be in approved shipping containers.
9. Only authorized personnel are allowed in chemical storage areas or cabinets. **Students are never allowed in these areas.**
10. Exposure to heat or direct sunlight in chemical storage areas must be avoided.
11. Quantities of flammable and combustible liquids in excess of ten gallons (total) must be stored in approved flammable liquid storage cabinets. Doors to the cabinets should be closed after the chemical has been obtained for use. Quantities less than ten gallons may be stored in approved safety cans or original containers.
12. The maximum quantity of flammable and combustible liquids in storage and use must not exceed 120 gallons or 240 gallons in sprinkled areas.
13. When transferring flammable liquids between metal containers, the containers must be properly bonded.
14. Flammable liquids must be stored away from all sources of ignition.

## Section 12: Safety Equipment

Safety equipment must be in good operating condition and must be functional at all times. The minimum safety equipment and procedures are as follows:

1. Eye wash fountains and deluge showers, if present or required, must provide tempered water at 55 to 90 degrees Fahrenheit. Eye wash fountains must be flushed weekly. Flushing records are to be maintained at the flushing station.
2. At least one 2A-20BC or larger fire extinguisher must be available for each 3000 feet of shop area. Travel distance to reach the extinguisher must not exceed 50 feet from anywhere in the shop area. A minimum of 36 inches of open area must be maintained for access to all fire extinguishers and fire pull stations.
3. Fire blankets must be easily accessible in shop areas.
4. Neutralizing materials (floor dry) and spill clean-up kits must be available for flammable liquids.
5. A minimum of 18 inches of clearance must be maintained between storage materials and fire sprinkler heads.
6. Safety guards and devices are to be maintained in place and operable at all times. Removal or non-use of safety equipment is **not** allowed.
7. Floor areas around machines should have a non-slip surface.
8. A minimum of 36 inches of open area must be maintained for access to all electrical boxes, utility controls and shut off devices.
9. Hazard lines demark safety zones around machines.

### **Section 13: Emergency Procedures**

It is the responsibility of the instructor to establish emergency procedures specific to the shop areas and activities under their control. The minimum emergency procedure guidelines are as follows:

1. Post emergency phone numbers in each shop area.
2. Post first aid procedures in each laboratory area.
3. Never block access to emergency exits, equipment, or utility controls.
4. Keep all aisles clear.
5. Know emergency evacuation and fire emergency procedures.
6. Know where and how to use master utility controls to shut off gas, electrical and water supplies.
7. Clean-up spills immediately and thoroughly. Technology Shop instructors following standard clean-up procedures should only clean-up spills.

### **Section 14: Employee Training**

Safety training will be held once a year and are to include all Technology Shop instructors and assistants. Efforts will be made to hold this training during summer in-service or on a professional development release day. Training will include, but is not limited to, the following:

1. Contents and location of the Technology Shop Safety Management Plan.
2. Technology Shop instructor responsibilities under the safety plan.
3. Employee Right-to-Know information including chemical inventory, material safety data sheets, chemical labeling and storage.
4. Potential hazards involved in using chemicals.
5. Signs and symptoms associated with exposure to hazardous chemicals.
6. The proper use and location of safety equipment.
7. Emergency procedures.
8. Information on the storage and disposal of hazardous materials.

### **Section 15: Recordkeeping**

The District Office and individual instructors share recordkeeping responsibilities for the Technology Shop Safety Management Plan. Records will be retained for a minimum of three years and will include: noise level monitoring results, inspection records, hazardous waste disposal records and employee training records. Recordkeeping by individual instructors should be maintained in the shop area as part of this management plan. **The minimum recordkeeping responsibilities to be performed by instructors include all completed Technology Shop Safety Checklists, safety tests and worksheets contained in files for each student, a complete and up to date chemical inventory and all corresponding material safety data sheets.** Instructors shall keep a log of employee and student accidents and injuries so that shop improvements can be determined. Corrective action as needed based on accident reports and near

misses shall be taken. In the event of instructor turn-over, all records for that shop area should be provided to the new instructor.

### **Section 16: Future Equipment**

The Department of Education bid specification criteria shall be used for procurement of all future equipment. Instructors should not assume that the equipment they are ordering meets the criteria.

# **RESPIRATORY PROTECTION**

## **WRITTEN PLAN**

### **Intermediate School District 917**

**July 2014**

This Respiratory Protection Plan specifies standard operating procedures to protect all employees from respiratory hazards, according to the requirements of 29 CFR 1910.134. At Intermediate School District 917, respirators are not required but can be used by employees on a voluntary basis. Employees who voluntarily determine that they wish to use a respirator shall be responsible for the storage, maintenance, and cleanliness of the respirator. Procurement, consumables, and replacement parts shall be funded by the District.

#### **Administrative Duties**

At Intermediate School District 917 our Respiratory Protection Program Administrator is Linda Berg, the Health and Safety Coordinator. This person is solely responsible for all facets of the plan and has full authority to make necessary decisions to ensure success of this plan.

Employees may review a copy of this Respiratory Protection Plan. It is located in the District Office. We review this plan periodically to ensure its effectiveness.

#### **Respiratory Hazards**

A review of potential respiratory hazards indicates that employees may be exposed to mold, soot, solvents, welding fumes and dust. These exposures are below the permissible exposure limit. However, for comfort, employees may choose to wear a respirator.

#### **Respirator Selection**

Respirators are selected on the basis of respiratory hazards to which the worker is exposed and workplace and user factors that affect respirator performance and reliability.

Our district's selection procedures include:

##### *Selection Procedure Checklist*

When selecting any respirator in general:

- Select and provide respirators based on respiratory hazard(s) to which a worker is exposed and workplace and user factors that affect respirator performance and reliability.
- Select a NIOSH-certified respirator. (NIOSH stands for the National Institute for Occupational Safety and Health)

- Select respirators from a sufficient number of respirator models and sizes so that the respirator is acceptable to, and fits the user.

When selecting respirators for atmospheres that are not IDLH (Immediately Dangerous to Life or Health):

- Provide a respirator that is adequate to protect the health of the employee and ensure compliance with all other OSHA statutory and regulatory requirements, under routine and reasonably foreseeable emergency situations.
- Select respirators appropriate for the chemical state and physical form of the contaminant.

For protection against gases and vapors, provide:

- An atmosphere-supplying respirator, or
- An air-purifying respirator, provided that: (1) The respirator is equipped with an end-of-service-life indicator (ESLI) certified by NIOSH for the contaminant; or (2) If there is no ESLI appropriate for conditions in our workplace, implement a change schedule for canisters and cartridges that is based on objective information or data that will ensure that canisters and cartridges are changed before the end of their service life. Describe in the respirator program the information and data relied upon and the basis for the canister and cartridge change schedule and the basis for reliance on the data.

For protection against particulates, provide:

- An atmosphere-supplying respirator; or
- An air-purifying respirator equipped with a filter certified by NIOSH under 30 CFR part 11 as a high efficiency particulate air (HEPA) filter, or an air-purifying respirator equipped with a filter certified for particulates by NIOSH under 42 CFR 84; or
- For contaminants consisting primarily of particles with mass median aerodynamic diameters (MMAD) of at least 2 micrometers, an air-purifying respirator equipped with any filter certified for particulates by NIOSH.

### *Respirator Types and Uses*

- Half-mask canister respirator for boiler cleaning, removing mold, welding, painting, dust, and solvents
- A 2 strap paper dust mask for dust or mold

The following types of respirators are in use in this facility for the following uses:

Only NIOSH-certified respirators are selected and used. The respirators will be assigned to individual workers for their exclusive and voluntary use.

### **Medical Evaluations**

A medical evaluation for respirator use is not provided to employees by Intermediate School District 917 since the employees are wearing the respirator on a voluntary basis. However, a medical evaluation to determine whether an employee is able to use a given respirator is an important element and recommended to prevent injuries, illnesses, and even, in rare cases, death from the physiological burden imposed by respirator use. A medical evaluation will determine if an employee is physically able to perform the work and use the respirator. Please see 29 CFR 1910.134 for information regarding the recommended medical evaluation. Respirator medical evaluations will be the employee's responsibility and at the employee's expense.

### **Fit Testing Procedures**

Fit testing is not provided since this is a voluntary respirator program.

### **Proper Use Procedures**

Once the respirator has been properly selected and fitted, its protection efficiency must be maintained by proper use in accordance with 29 CFR 1910.134(g).

Our district uses the following recommendations for employees who wear respirators:

#### *Face piece Seal Protection*

Do not permit respirators with tight-fitting face pieces to be worn by employees who have:

- Facial hair that comes between the sealing surface of the face piece and the face or that interferes with valve function; or
- Any condition that interferes with the face-to-face piece seal or valve function.

If an employee wears corrective glasses or goggles or other personal protective equipment, ensure that such equipment is worn in a manner that does not interfere with the seal of the face piece to the face of the user.

For all tight-fitting respirators, ensure that employees perform a user seal check each time they put on the respirator using the procedures in 29 CFR 1910.134 Appendix B-1 (User Seal Check Procedures) or procedures recommended by the respirator manufacturer that you could demonstrate are as effective as those in Appendix B-1.

### **Maintenance and Care Procedures**

In order to ensure continuing protection from respiratory protective devices, it is necessary to establish and implement proper maintenance and care procedures and schedules. A lax attitude toward maintenance and care will negate successful selection and fit because the devices will not

deliver the assumed protection unless they are kept in good working order.

### *Cleaning & disinfecting*

Our district provides each respirator user with a respirator that is clean, sanitary, and in good working order. Respirator users are responsible to ensure that respirators are cleaned and disinfected using the procedures below:

- In Appendix B-2 of 29 CFR 1910.134.
- Recommended by the respirator manufacturer.

The respirators are cleaned and disinfected at the following intervals:

<b>Respirator type:</b>	<b>Are cleaned and disinfected at the following interval:</b>
Issued for the exclusive use of an employee	As often as necessary to be maintained in a sanitary condition

### *Storage*

Storage of respirators must be done properly to ensure that the equipment is protected and not subject to environmental conditions that may cause deterioration. Respirator users are responsible for ensuring that respirators are stored to protect them from damage, contamination, dust, sunlight, extreme temperatures, excessive moisture, and damaging chemicals to prevent deformation of the face piece and exhalation valve.

### *Inspection*

In order to assure the continued reliability of respirator equipment, it must be inspected by the user on a regular basis. The frequency of inspection is related to the frequency of use. Frequencies for inspection:

<b>Respirator type:</b>	<b>Inspected at the following frequencies:</b>
All types used in routine situations	Before each use and during cleaning

Respirator inspections include a check:

- For respirator function, tightness of connections, and the condition of the various parts including, but not limited to, the face piece, head straps, valves, connecting tube, and cartridges, canisters or filters; and
- Of elastomeric parts for pliability and signs of deterioration.

### *Repairs*

Respirators that fail an inspection or are otherwise found to be defective are removed from service, and are discarded or repaired or adjusted by the district in accordance with the following procedures:

- Repairs or adjustments to respirators are to be made only by persons appropriately trained to perform such operations and only with the respirator manufacturer's NIOSH-approved parts designed for the respirator;
- Repairs must be made according to the manufacturer's recommendations and specifications for the type and extent of repairs to be performed; and
- Reducing and admission valves, regulators, and alarms must be adjusted or repaired only by the manufacturer or a technician trained by the manufacturer.

### *Discarding of respirators*

Respirators that fail an inspection or are otherwise not fit for use and cannot be repaired must be discarded and will be replaced by the District.

### **Air Quality Procedure**

#### *Filters, Cartridges, and Canisters:*

Ensure that all filters, cartridges and canisters used in the workplace are labeled and color-coded with the NIOSH approval label and that the label is not removed and remains legible.

### **Training**

No training is required since this is a voluntary respirator program. Employees are provided with a copy of Appendix D of the standard. Employees are also periodically informed regarding:

- Respiratory hazards to which our employees are potentially exposed during routine and emergency situations, and
- Proper use of respirators, including putting on and removing them, any limitations on their use, and their maintenance.
- Providing the employee with a copy of Appendix D to 1910.134:

#### *Information for employees using respirators when not required under the standard*

Respirators are an effective method of protection against designated hazards when properly selected and worn. Respirator use is encouraged, even when exposures are below the exposure limit, to provide an additional level of comfort and protection for workers. However, if a respirator is used improperly or not kept clean, the respirator itself can become a hazard to the worker. Sometimes, workers may wear respirators to avoid exposures to hazards, even if the amount of hazardous substance does not exceed the limits set by OSHA standards. If your employer provides respirators for your voluntary use, or if you provide your own respirator, you need to take certain precautions to be sure that the respirator itself does not present a hazard.

You should do the following:

- Read and heed all instructions provided by the manufacturer on use, maintenance, cleaning and care, and warnings regarding the respirators limitations.
- Choose respirators certified for use to protect against the contaminant of concern. NIOSH, the National Institute for Occupational Safety and Health of the U.S. Department of Health and Human Services, certifies respirators. A label or statement of certification should appear on the respirator or respirator packaging. It will tell you what the respirator is designed for and how much it will protect you.
- Do not wear your respirator into atmospheres containing contaminants for which your respirator is not designed to protect against. For example, a respirator designed to filter dust particles will not protect you against gases, vapors, or very small solid particles of fumes or smoke.
- Keep track of your respirator so that you do not mistakenly use someone else's respirator.

### **Questions**

If an employee has questions or concerns regarding respirator use they are to contact Linda Berg, Health and Safety Coordinator at 651-423-8214.

## **Appendix B-1 to § 1910.134: User Seal Check Procedures (Mandatory)**

The individual who uses a tight-fitting respirator is to perform a user seal check to ensure that an adequate seal is achieved each time the respirator is put on. Either the positive and negative pressure checks listed in this appendix, or the respirator manufacturer's recommended user seal check method shall be used. User seal checks are not substitutes for qualitative or quantitative fit tests.

### ***I. Facepiece Positive and/or Negative Pressure Checks***

- A. *Positive pressure check.* Close off the exhalation valve and exhale gently into the facepiece. The face fit is considered satisfactory if a slight positive pressure can be built up inside the facepiece without any evidence of outward leakage of air at the seal. For most respirators this method of leak testing requires the wearer to first remove the exhalation valve cover before closing off the exhalation valve and then carefully replacing it after the test.
- B. *Negative pressure check.* Close off the inlet opening of the canister or cartridge(s) by covering with the palm of the hand(s) or by replacing the filter seal(s), inhale gently so that the facepiece collapses slightly, and hold the breath for ten seconds. The design of the inlet opening of some cartridges cannot be effectively covered with the palm of the hand. The test can be performed by covering the inlet opening of the cartridge with a thin latex or nitrile glove. If the facepiece remains in its slightly collapsed condition and no inward leakage of air is detected, the tightness of the respirator is considered satisfactory.

### ***II. Manufacturer's Recommended User Seal Check Procedures***

The respirator manufacturer's recommended procedures for performing a user seal check may be used instead of the positive and/or negative pressure check procedures provided that the employer demonstrates that the manufacturer's procedures are equally effective.

## **Appendix B-2 to § 1910.134: Respirator Cleaning Procedures (Mandatory)**

These procedures are provided for employer use when cleaning respirators. They are general in nature, and the employer as an alternative may use the cleaning recommendations provided by the manufacturer of the respirators used by their employees, provided such procedures are as effective as those listed here in Appendix B- 2. Equivalent effectiveness simply means that the procedures used must accomplish the objectives set forth in Appendix B-2, i.e., must ensure that the respirator is properly cleaned and disinfected in a manner that prevents damage to the respirator and does not cause harm to the user.

### *I. Procedures for Cleaning Respirators*

- A. Remove filters, cartridges, or canisters. Disassemble facepieces by removing speaking diaphragms, demand and pressure- demand valve assemblies, hoses, or any components recommended by the manufacturer. Discard or repair any defective parts.
- B. Wash components in warm (43 deg. C [110 deg. F] maximum) water with a mild detergent or with a cleaner recommended by the manufacturer. A stiff bristle (not wire) brush may be used to facilitate the removal of dirt.
- C. Rinse components thoroughly in clean, warm (43 deg. C [110 deg. F] maximum), preferably running water. Drain.
- D. When the cleaner used does not contain a disinfecting agent, respirator components should be immersed for two minutes in one of the following:
  - 1. Hypochlorite solution (50 ppm of chlorine) made by adding approximately one milliliter of laundry bleach to one liter of water at 43 deg. C (110 deg. F); or,
  - 2. Aqueous solution of iodine (50 ppm iodine) made by adding approximately 0.8 milliliters of tincture of iodine (6-8 grams ammonium and/or potassium iodide/100 cc of 45% alcohol) to one liter of water at 43 deg. C (110 deg. F); or,
  - 3. Other commercially available cleansers of equivalent disinfectant quality when used as directed, if their use is recommended or approved by the respirator manufacturer.
- E. Rinse components thoroughly in clean, warm (43 deg. C [110 deg. F] maximum), preferably running water. Drain. The importance of thorough rinsing cannot be overemphasized. Detergents or disinfectants that dry on facepieces may result in dermatitis. In addition, some disinfectants may cause deterioration of rubber or corrosion of metal parts if not completely removed.
- F. Components should be hand-dried with a clean lint-free cloth or air-dried.
- G. Reassemble facepiece, replacing filters, cartridges, and canisters where necessary.
- H. Test the respirator to ensure that all components work properly.

## **Appendix D to Sec. 1910.134 (Mandatory) Information for Employees Using Respirators When Not Required Under the Standard**

Respirators are an effective method of protection against designated hazards when properly selected and worn. Respirator use is encouraged, even when exposures are below the exposure limit, to provide an additional level of comfort and protection for workers. However, if a respirator is used improperly or not kept clean, the respirator itself can become a hazard to the worker. Sometimes, workers may wear respirators to avoid exposures to hazards, even if the amount of hazardous substance does not exceed the limits set by OSHA standards. If your employer provides respirators for your voluntary use, or if you provide your own respirator, you need to take certain precautions to be sure that the respirator itself does not present a hazard.

You should do the following:

1. Read and heed all instructions provided by the manufacturer on use, maintenance, cleaning and care, and warnings regarding the respirators limitations.
2. Choose respirators certified for use to protect against the contaminant of concern. NIOSH, the National Institute for Occupational Safety and Health of the U.S. Department of Health and Human Services, certifies respirators. A label or statement of certification should appear on the respirator or respirator packaging. It will tell you what the respirator is designed for and how much it will protect you.
3. Do not wear your respirator into atmospheres containing contaminants for which your respirator is not designed to protect against. For example, a respirator designed to filter dust particles will not protect you against gases, vapors, or very small solid particles of fumes or smoke.
4. Keep track of your respirator so that you do not mistakenly use someone else's respirator.

# **HEARING CONSERVATION**

## **WRITTEN PLAN**

### **Intermediate School District 917**

**July 2014**

#### **Administration**

It is the policy of this District to institute an occupational hearing conservation program for our workers to prevent any temporary or permanent noise-induced hearing loss to employees, and to comply with the federal OSHA standard found at 29 CFR 1926.52.

This written hearing conservation plan serves as a record of the details of the hearing conservation program in place in the District. We have this program in place to protect the hearing of all workers in the district. Elements of the hearing conservation program include:

- Monitoring,
- Audiometric testing program,
- Hearing Protection,
- Training and Information, and
- Record keeping.

Linda Berg, Health and Safety Coordinator has overall responsibility for coordinating safety and health programs in this district. She is the person having overall responsibility for the Hearing Conservation Program. She will review and update the program, as necessary.

Copies of the written program may be obtained from Linda Berg in the District Office.

#### **Monitoring**

The monitoring program is in place to provide an ongoing means of determining employee exposure to noise and protect employees based on excessive exposure.

When information indicates that any employee's exposure may equal or exceed an 8-hour time-weighted average of 85 decibels, the district may develop and implement an appropriate monitoring program to identify employees for inclusion in the hearing conservation program and to select proper hearing protection.

The District notifies employees who were monitored and are exposed at or above an 8-hour time-weighted average of 85 decibels of the results of the monitoring by sending a copy of the monitoring data.

The District provides an opportunity for affected employees or their representatives to observe any noise measurements conducted.

Determination of over exposure to noise has been done by observation of the work sites by a person knowledgeable regarding noise.

### **Employees Currently Tested to Determine if a Program is Required**

Currently employees included in the Hearing Conservation Program include:

- Heavy Duty Truck Teacher
- Diesel Truck Assistant

### **Audiometric Testing Program**

The audiometric testing program is in place and available at no cost to all affected employees to ensure that noise exposures are kept at proper levels.

The program ensures that a valid baseline audiogram is established for exposed employees within one year of hire.

Audiometric testing is repeated annually.

Employees whose worksite is tested: Heavy Duty Truck Teacher and Assistant, and Vehicle Services Occupation Teacher and Assistant.

The District determines if standard threshold shift has occurred by reviewing data received by the District from the vendor providing the audiometric testing. Employees that experience a threshold shift in hearing are sent a letter by the District, which offers them a repeat test, a review of current hearing protection and other items as deemed appropriate.

### **Hearing Protection**

The district makes hearing protectors available to any employees exposed to an 8-hour time-weighted average of 85 decibels or greater at no cost to the employees. Previous testing indicates that no employees are being exposed to standard threshold exceeding 85 decibels. Employees will contact the Safety Coordinator to order the proper hearing protection if the employee wants to wear protection even though not required.

Supervisors ensure use of available hearing protection.

The District ensures that employees have a variety of suitable protectors that attenuate (lower) employee exposure at least to an 8-hour time-weighted average of 85 decibels or lower available to them.

The District can obtain a variety of suitable hearing protection for employees found in the Lab

Safety catalogue. The District ensures evaluation for adequacy of the hearing protection attenuation for the specific noise environments in which the protector will be used, according to specifications given in an appendix to the standard. This evaluation will be conducted by the vendor who provides the annual audiometric testing at the same time as the annual audiometric testing.

Customized hearing protection will be investigated if a standard threshold shift in hearing occurs.

### **Training and Information**

The District has a hearing protection-training program in the event that future testing indicates that employees are being exposed to noise at or above an 8-hour time-weighted average of 85 decibels.

The District will ensure employee participation in the hearing protection-training program, if required, by providing the training at the same time as the audiometric testing.

The District makes copies of the standard available to affected employees whenever these are requested from the Safety Coordinator.

The District will repeat the training program annually, if required. The district assures that the training material is updated to be consistent with changes in the protective equipment and work processes.

The District ensures that each affected employee is informed of at least the following information:

- Effects of noise on hearing;
- Purpose of hearing protectors, the advantages, disadvantages, and attenuation of various types, and instructions on selection, fitting, use, and care; and
- Purpose of audiometric testing, and an explanation of test procedures.

The District makes informational materials, pertaining to the Occupational Noise Exposure standard that are supplied to it by OSHA, available to affected employees upon request.

### **Enforcement**

Employees who do not wear their hearing protection in situations requiring such protection when directed to do so will be disciplined for insubordination as per contract language.

### **Recordkeeping**

Recordkeeping is an essential element of the hearing conservation program, since it is the means by which hearing levels are tracked and assessed over a period of years. The District has in place a series of measures to maintain comprehensive and up-to-date records.

The District maintains accurate records of all employee exposure measurements required by the monitoring program of this regulation.

The District maintains accurate records of all employee audiometric test records obtained pursuant to paragraph (g) of 1910.95.

The District retains noise exposure measurement records for two years and audiometric test records for the duration of the affected employee's employment plus 30 years.

The District provides access to records to employees, former employees, and representatives designated by the individual employee, and OSHA, upon request.

**In May of 2004, Lee Carlson, Health and Safety Inspector for Inver Grove Heights/South St. Paul Public Schools, checked noise levels with a disometer in the following classrooms:**

**Vehicle Services – Sound was measured at 68-71 decibels.**

**Welding - Background noise level was 77 decibels with the blowers on**

**Heavy Duty Truck – Sound was measured at 66-79 decibels**

**The employee's exposure must equal or exceed an eight-hour time-weighted average of 85 decibels in order to have a hearing conservation program in place.**

**AS A RESULT OF THESE SOUND LEVELS, THE HEARING CONSERVATION PROGRAM DOES NOT NEED TO BE IN OPERATION AT THIS TIME. THIS PROGRAM WILL BE KEPT ON FILE FOR FUTURE REFERENCE IF NEEDED.**

# **PERSONAL PROTECTIVE EQUIPMENT**

## **WRITTEN PLAN**

### **Intermediate School District 917**

**July 2014**

This written plan documents steps Intermediate School District 917 (ISD 917) has taken to minimize injury, resulting from various occupational hazards present at our sites, by protecting workers through the use of personal protective equipment (PPE) when the hazards cannot be eliminated.

Linda Berg is the program coordinator, acting as the representative of the School Board, who has overall responsibility for the program. Annual training on employee's use of PPE will be conducted by a consultant, one-on-one, or viewing a video or computer-based training module. Procurement of PPE is done by contacting Linda Berg who will select the equipment and place the orders. This written plan is kept in the district office and will be reviewed annually.

ISD 917 believes its obligation is to provide a hazard-free environment to its employees. Any employee encountering hazardous conditions must be protected against the potential hazards. The purpose of protective clothing and equipment (PPE) is to shield or isolate individuals from chemical, physical, biological, or other hazards that may be present in the workplace. (See also separate written plans for the respiratory protection and hearing conservation programs.)

Establishing an overall written PPE program detailing how employees use PPE makes it easier to ensure that they use PPE properly in the workplace, and documents our PPE efforts in the event of an OSHA inspection. Our PPE program covers:

- Purpose
- Hazard assessment
- PPE selection
- Employee training
- Cleaning and maintenance of PPE
- PPE specific information

If after reading this program you find that improvements can be made, please contact Linda Berg at 651-423-8214. We encourage all suggestions as we are committed to the success of our Personal Protective Equipment Program. We strive for clear understanding, safe behavior, and involvement in the program from every level of the school district.

## **Purpose of Program**

The basic element of any PPE program is an in depth evaluation of the equipment needed to protect against the hazards at the workplace; this is the initial hazard assessment for which written documentation is required. Two basic objectives of any PPE program should be to protect the wearer from incorrect use and/or malfunction of PPE. The purpose of this Personal Protective Equipment (PPE) Program is to document the hazard assessment, protective measures in place, and PPE in use at this workplace. PPE devices are not to be relied on as the only means to provide protection against hazards, but are used in conjunction with guards, engineering controls, and sound work practices. If possible, hazards will be abated first through engineering controls, with PPE to provide protection against hazards, which cannot reasonably be abated otherwise.

## **Hazard Assessment**

In order to assess the need for PPE the following steps are taken:

1. The Health and Safety Coordinator and the Assistant Directors and/or Directors will have identified the job classifications where exposures occur or could occur. The business office examines the First Reports of Injury.
2. The Health and Safety Coordinator and the Assistant Directors and/or Directors conduct on going walk through surveys of workplace areas where hazards exist or may exist to identify sources of hazards to employees. Employees are also asked to inform the Health and Safety Coordinator of any hazards in their work. The basic hazard categories are:
  - Impact
  - Heat
  - Penetration
  - Harmful dust
  - Compression (roll over)
  - Light (optical) radiation
  - Chemical
  - Noise
  - Body Fluids

During the walk-through surveys the Health and Safety Coordinator and the Assistant Directors and/or Directors observe and record the following hazards. Employees also provide information during training sessions.

- Sources of motion; i.e., machinery or processes where any movement of tools, machine elements, or particles could exist or movement of personnel that could result in collision

with stationary objects: Heavy Duty Truck Technology Careers-vehicles; Graphic Communications; Food Industry Careers-Food, mixers and slicers; Fundamental Chef Training-Food, mixers and slicers; Vehicle Services – moving vehicles and lifts; Custodial/Maintenance – HVAC units; Grounds – lawn mowers and snow blowers.

- Sources of high temperatures that could result in burns, eye injury or ignition: Heavy Duty Truck Technology Careers; Vehicle Services - welders, torches, plasma cutter; Food Industry Careers and Fundamental Chef Training– ranges; Custodial – boilers.
- Chemical exposures could occur in: Heavy Duty Truck Technology Careers and Vehicle Services – paint, parts washer, auto chemicals; Science; Food – dish room; Custodial – cleaning chemicals, boiler chemicals.
- Exposures to harmful dusts are covered in the Respiratory Protection Program.
- Exposures to sources of light radiation, i.e., welding, brazing, cutting, high intensity lights, ultra-violet light etc. occur in: Heavy Duty Truck Technology Careers– welding; Vehicle Services – welding and torching.
- Sources of falling objects or potential for dropping objects occur in: Vehicle Service Careers- vehicles on lifts; Construction; where hard hats are worn.
- Sources of sharp objects which might pierce the feet or cut the hands have been observed in: Graphic Communication; Food Industry Careers and Fundamental Chef Training; Vehicle Services-sheet metal; Science.
- Sources of rolling or pinching objects, which could crush the feet, have been observed in: Vehicle Services – vehicles moving.
- Sources of excess noise are covered in the Hearing Conservation Program written plan.
- Exposures to potentially infectious body fluids occur in all shop type programs where first aid could be needed.
- Electrical hazards can occur in: Graphic Communications; Vehicle Services; Heavy Duty Truck; Food Industry Careers and Fundamental Chef Training; Custodial; Construction.

An estimate of the potential for injuries has been made. Each of the basic hazards has been reviewed and a determination made as to the frequency, type, level of risk, and seriousness of potential injury from each of the hazards found. The existence of any situations where multiple exposures occur or could occur has been considered.

### **Selection Guidelines/Purchasing**

Once any hazards have been identified and evaluated through hazard assessment, the general procedure for selecting protective equipment is to:

1. Become familiar with the potential hazards and the type of PPE that is available, and what they can do.

2. Compare types of equipment to the hazards associated with the environment.
3. Select the PPE, which ensures a level of protection greater than the minimum required to protect employees from the hazards.
4. Fit the user with proper, comfortable, well fitting protection and instruct employees on care and use of the PPE. It is very important that the users are aware of all warning labels for and limitations of their PPE.

Linda Berg will do selection of PPE with the assistance of the Assistant Director and/or Director. The Laboratory Safety catalogue will be available for ordering in the District Office.

Never will PPE be denied, limited or said to be not available due to departmental budgets.

It is the responsibility of Linda Berg (with the aid of a consultant) to reassess the workplace hazard situation as necessary, to identify and evaluate new equipment and processes, to review accident records, and reevaluate the suitability of previously selected PPE. This reassessment will be ongoing.

Elements, which should be considered in the reassessment, include:

- Adequacy of PPE program
- Accidents and illness experience
- Levels of exposure (this implies appropriate exposure monitoring if needed)
- Adequacy of equipment selection
- Number of person hours that workers wear various protective ensembles
- Adequacy of training/fitting of PPE
- Program costs
- Recommendation for program improvement and modification
- Coordination with overall safety and health program

### **Employee Training**

Annual training is required to use personal protective equipment. Training will be accomplished using SafeSchools Online Learning. Training includes:

- When PPE is necessary
- What PPE is necessary
- How to wear assigned PPE
- Limitations of PPE

- The proper care, maintenance, useful life, and disposal of assigned PPE

Employees must demonstrate an understanding of the training and the ability to use the PPE properly before they are allowed to perform work requiring the use of the equipment.

Employees are prohibited from performing work without donning appropriate PPE to protect them from the hazards they will encounter in the course of that work. Supervisors are responsible to see that employees wear their PPE.

If the Assistant Director and/or Director has reason to believe an employee does not have the understanding or skill required, the employee must be retrained. Circumstances where retraining may be required include changes in the workplace, changes in the types of PPE to be used that would render previous training obsolete, and inadequacies in an affected employee's knowledge or use of the assigned PPE that indicates the employee has not retained the necessary understanding or skills.

The trainer certifies in writing that the employee has received and understands the PPE training. Annual training records will be kept on file in the Health and Safety Office, located in the District Office.

Because failure to comply with district guidelines concerning PPE can result in OSHA citations and fines as well as employee injury, an employee who does not comply with this program will be disciplined for insubordination according to their contract.

### **Cleaning and Maintenance**

It is important that all PPE be kept clean and properly maintained by the employee to whom it is assigned. Cleaning is particularly important for eye and face protection where dirty or fogged lenses could impair vision. PPE is to be inspected, cleaned, and maintained by employees at regular intervals as part of their normal job duties so that the PPE provides the requisite protection. Instructors and the lead Custodian are responsible for ensuring compliance with cleaning responsibilities by employees. If a piece of PPE is in need of repair or replacement, it is the responsibility of the employee to bring it to the immediate attention of their supervisor. It is against work rules to use PPE that is in disrepair or not able to perform its intended function. Contaminated PPE, which cannot be decontaminated, is disposed of in a manner that protects employees from exposure to hazards.

### **PPE Specific Information**

#### *Body Protection - Aprons, Lab Coats, Chaps, Jackets, Smocks*

It is the policy of the district as a condition of employment, all regular, full time, part time, and temporary employees working in a designated work area and/or job assignment are required to wear aprons, lab coats, chaps or jackets to help prevent injury to the body resulting from chemicals, light radiation, flying particles, for example. See the following list:

Heavy Duty Truck Technology Careers, Food Industry Careers, Fundamental Chef Training, Vehicle Services, - Shop coats and welding

Fundamental Chef Training and Food Industry Careers, Science, Animal Science, Career Exploration - Lab coats, aprons

Eye Protection -Goggles, Face Shields and Safety Eyewear

All regular full time, part time, and temporary employees working in designated work area and/or job assignments are required to wear ANSI approved goggles/face shields to help prevent eye and face injuries, including those resulting from flying particles, molten metal, liquid chemicals, acids or caustic liquids, chemical gases or vapors, or light radiation. See the following list:

Goggles, Face Shields or Safety Eyewear -- Vehicle Services, Heavy Duty Truck Technology Careers, Career Exploration, Food, Graphic Communications Computer

Safety Eyewear -- Computer Repair, Networking, and Video Game Design, Construction

Goggles - Science

Foot Protection-Safety Shoes

All regular full time, part time, and temporary employees working in designated work areas and/or job assignments are required to wear safety shoes to help prevent foot injuries, ankle injuries, slips, and falls. Employees in the following designated work areas are required to wear OSHA approved safety shoes:

Construction, Heavy Duty Truck, Vehicle Services, Maintenance- Safety Shoes

Hand Protection – Gloves

All regular full time, part time, and temporary employees working in designated work areas and/or job assignments are required to wear gloves to help prevent hand injuries, including cuts, burns, and chemical exposure. Employees in the following designated work areas are required to wear protective gloves:

Hot gloves, chemical gloves, cut resistant gloves, lifting gloves – Food Classes

Leather gloves, hot gloves, and chemical gloves - Vehicle Services

Chemical gloves, leather gloves – Maintenance

Head protection -- Hard hats

All regular full time, part time, and temporary employees working in designated work areas and/or job assignments are required to wear ANSI approved hard hats to help prevent head injuries, including those resulting from falling objects, bumping the head against a fixed object, or electrical shock.

Employees in the following designated work areas are required to wear hard hats:

None

**In Addition**

Employees from temporary work agencies and contractors are required to wear PPE if assigned to work in the designated work areas.

All assistant supervisors are responsible for ensuring employees under their charge are in compliance with this written plan.

All employees who work in designated work areas and/or job assignments are responsible for wearing district provided PPE to comply with this written plan. Failure to comply will result in disciplinary action.

All employees required to wear PPE must routinely inspect and properly care for their PPE.

# **LOCKOUT/TAG-OUT ENERGY CONTROL**

## **WRITTEN PLAN**

### **Intermediate School District 917**

**July 2014**

#### **Purpose**

This procedure establishes the minimum requirements for controlling hazardous energy whenever maintenance or repair is done on machinery at our sites. It is used to ensure that the machine or equipment is stopped, isolated from all potentially hazardous energy sources and locked out before employees perform any servicing or maintenance where the unexpected energization or start-up of the machine or equipment or release of stored energy could cause injury.

#### **Authorized and Affected Employees**

Authorized employees subject to the requirements of this program and to be trained on their duties within it include all staff from the following programs: Alliance Education Center, Food Industry Careers, Fundamental Chef Training, Construction Trades, Heavy Duty Truck Technology, Vehicle Services, Graphic Communications, Special Education Employment Training Laboratory, Health and Safety.

#### **Machinery and Equipment**

The machinery and equipment in this facility that falls under the Control of Hazardous Energy Standard includes the following: Any equipment which is hard wired (not cord/plug operated) including: univents, exhaust and circulating fans at Alliance Education Center, garbage disposals, refrigerators, all lights at Alliance Education Center, and automatic garage doors.

Lockout is the preferred method of isolating machines or equipment from energy sources. Tag-out is to be performed instead of lockout only when there is no way to lockout a machine.

#### **Lockout/Tag-out Procedures**

Affected employees are notified verbally when their machine is to be locked out by the authorized employee who will be performing the lockout.

The machinery and equipment listed above follows these shutdown, isolation, blocking and securing procedures for lockout/tag-out:

- 1) The authorized employee shall determine the type and magnitude of the energy that the machine or equipment utilizes, shall understand the hazards of the energy and shall know the methods to control the energy.
- 2) If the machine or equipment is operating, shut it down by the normal stopping procedure (depress the stop button, open switch, close valve, etc.)
- 3) Deactivate the energy isolating device(s) so that the machine or equipment is isolated from the energy source(s).
- 4) Lock out the energy isolating device(s) with assigned individual lock(s.)
- 5) Stored or residual energy (such as that in capacitor, springs, elevated machine members, rotating flywheels, hydraulic systems, and air, gas, steam, or water pressure, etc.) must be dissipated or restrained by methods such as grounding, repositioning, blocking, bleeding down, etc.
- 6) Ensure that equipment is disconnected from the energy source(s) by first checking that no personnel are exposed, then verify the isolation of the equipment by operating the push button or other normal operating control(s) or by testing to make certain the equipment will not operate. Then return the operating control(s) to neutral or “off” position after verifying the isolation of the equipment.

The machinery and equipment listed above follows these lockout removal and restart procedures:

Check the machine or equipment and the immediate area around the machine to ensure that non-essential items have been removed and that the machine or equipment components are operationally intact.

- 1) Check the work area to ensure that all employees have been safely positioned or removed from the area.
- 2) Verify the controls are neutral.
- 3) Remove the lockout devices and re-energize the machine or equipment.
- 4) Notify affected employees that the servicing or maintenance is completed and the machine or equipment is ready for use.

Written procedures for equipment with multiple energy sources, such as soil or gas space heaters, will be kept in the area where the equipment is located.

Lockout/Tag-out equipment will be the responsibility of Scott Zehnder, Lead Custodian, and individual instructors. Lockout/Tag-out equipment will be kept in a box in the Custodial office at Alliance Education Center and in the DCALS Office such that the equipment is accessible. Equipment including: tags, locks, chain and breaker locks will be ordered from the Health and

Safety Coordinator in the District Administration Office.

### **Periodic Inspection**

A periodic inspection is done, looking at the energy control procedures performed to ensure that the procedure and requirements of the standard are being followed. This inspection is performed by a consultant.

### **Administrative Duties**

Superintendent John Christiansen has overall responsibility for coordinating safety and health programs in this district. He is the person having overall responsibility for the Lockout/Tag-out Program. John Christiansen will review and update the program, as necessary. Copies of the written program may be obtained from Linda Berg in the District Administration Office located in Dakota County Technical College.

### **Discipline**

Employees who do not use Lockout/Tag-out to control energy will be considered insubordinate and disciplined according to their contract.

### **Training and Certification**

Annual training will be provided by SafeSchools Online Training to authorized employees. Annual review to certify that building employees are able to perform lockout/tag-out will be done by Scott Zehnder and Eric VanBrocklin.

### **Outside Contractors**

Outside contractors who work on equipment or machinery in the buildings will be shown this plan, prior to doing any work where lockout/tag-out is required. Outside contractors shall use lockout/tag-out whenever the unexpected energization, start up, or release of stored energy could injure. The outside contractor will be responsible for informing affected employees when they plan to use lockout/tag-out. Outside contractors shall provide their own lockout/tag-out equipment.

TO: Board Members

FROM: John Christiansen

DATE: June 27, 2014

RE: Terms and Conditions Agreements and Contract Proposals for July 1, 2014 Board Meetings

I have been meeting with the following employees, employee groups or unions on their agreement or contracts for 2014-2016. The language changes are mostly related to requirements of new legislation or clarification of parental leave and maternity/adoption leave. The total package percentage of increase are consistent with our teacher union settlement (7.79%) and range from 7.48% to 7.78%. When the agreement is for one person or a small group like the custodial group with one full time FTE and 3 part-time FTE, the dollar differences can cause the percentage differences to seem more significant than in the union groups with 130 FTE. One additional factor to note is the Executive Assistant terms and conditions and the PC Technician terms and conditions have no salary step schedule.

The following are the financial changes proposed for the terms and conditions or union contracts.

**Custodian/Delivery Employees – Terms and Conditions Agreement**

1. Language: added language to provide sick leave days, bereavement and family illness leave, and personal leave for employees working more than 600hours during the term of the agreement.
2. Added stipend for Lead Custodian for district coordinator duties.
3. 403b – no change.
4. Medical District Contribution  

Current single - \$565	January 1, 2015 - \$650
Current family - \$1110	January 1, 2015 - \$1276
5. Salary schedule reconfigured for 50¢ steps for Lead Custodian, 30¢ for Delivery/Custodian, and 15¢ steps for part-time cleaner, and salary schedule increased 1% in year 1 and 1% in year 2.

**Interpreters’ Union Contract**

1. Language areas required by new statute.
2. Longevity improvements:

Current:	14/15	15/16
15-19 \$1.50		\$2.00
20-24 \$2.00		\$2.50
25+ \$2.50		\$3.00

3. 403b match
 

Current	1110+ hours	550-1109	2014-2016	1110 hours	550-1109
5	\$350	\$175		\$400	\$200
6-9	\$500	\$250		\$550	\$275
10-15	\$650	\$325		\$700	\$350
16+	\$800	\$400		\$850	\$425
  
4. Medical District Contribution
 

Current Single	\$565	January 1, 2015 - \$635
Current family	\$1165	January 1, 2015 - \$1300
  
5. Salary Schedule Improvement: Year 1 – 1.5%  
Year 2 – 1.5%

**Executive Assistant Terms and Conditions Agreement**

1. Language areas required by statute and additions to duties for additional work assignment.
  
2. Longevity improvement:
 

Current:		2014/15	2015/16
12-13	\$1.25	\$1.85	\$2.00
14-19	\$1.75	\$2.35	\$2.50
20+	\$2.25	\$2.85	\$3.00
  
3. 403b Match added to terms
 

Current: None	2014-2016 - \$1,000
---------------	---------------------
  
4. Additional work assignment increased  
\$200 2014/2015 and \$200 2015/16
  
5. Health insurance – no change
  
6. Salary increase – 3% 2014/2015 and 3% 2015/2016

**Office of Professional Employees Union Contract**

1. Language areas required by statute.
  
2. Longevity improvement:
 

Current	2014/15 and 2015/16
12-15	\$1.00
16-19	\$1.25
20-23	\$1.50
24+	\$1.75
  
3. 403b – no change





**INTERMEDIATE SCHOOL DISTRICT 917**

**COMPENSATION INFORMATION/TERMS AND CONDITIONS OF  
EMPLOYMENT FOR DISTRICT  
CUSTODIAL/DELIVERY EMPLOYEES**

**EFFECTIVE JULY 1, 2012, 2014, to JUNE 30, 2014 2016**

**APPROVED BY THE SCHOOL BOARD**

July 10, 2012 \_\_\_\_\_

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**ARTICLE I**  
**DEFINITION OF ELIGIBLE EMPLOYEES**

These terms and conditions of employment cover those employees of Intermediate School District 917 who are not included in any bargaining unit with an exclusive bargaining representative under the Minnesota Public Employment Labor Relations Act and who are employed as Lead Custodian, Custodian/Delivery, or regular part-time cleaner.

**ARTICLE II**  
**LEAVES**

Section 1: Sick Leave

Subd. 1: All eligible employees as defined in Article I **with 260 work days** shall earn sick leave at the rate of twelve (12) days during each year of service in the employ of the School District, or a maximum of one (1) day per month of employment. Each employee shall be credited with twelve (12) days at the beginning of each year of employment, but not more than one (1) per month for time worked. **Employees working 190 to 220 work days will earn six (6) days each year and employees working 221 to 259 work days will earn 8 days per year.** In the event that an employee uses credited sick leave prior to completion of the year in which such credit is earned, the employee shall be liable to the School District for any sick leave pay advanced beyond actual accrual in the event the employee leaves the service of the School District.

Subd. 2: An employee may use one (1) day of accumulated sick leave for each day of illness or disability of the employee's child who is less than eighteen (18) years old, for such reasonable periods as the employee's attendance with the child may be necessary, on the same terms the employee is able to use sick leave benefits for the employee's own illness. (Minn. Stat. § 181.9413).

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

Section 2: Maternity Disability and Child Care Leave

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

Subd. 2: A pregnant employee shall notify the superintendent in writing, not later than the end of the sixth month of the pregnancy, and also at such time provide a physician's statement indicating the estimated date of delivery of the child. A male employee or adoptive parent of a preschool child shall make a request for such leave not less than ninety (90) days in advance of usage. The employee shall submit a written request to the superintendent for a child care leave, including

commencement date and return date. A pregnant employee may also use accumulated sick leave for any period of disability, except for the period covered by an unpaid child care leave. The time periods provided herein may be adjusted in cases of emergency.

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

Subd. 4: The superintendent, after consultation with the employee, shall notify the employee in writing of the effective beginning date of such leave and its duration.

Subd.5: An employee returning from a child care leave shall be re-employed in a position for which the employee is qualified provided that the employee returns on the date as provided in the leave of absence.

Subd. 6: Failure of the employee to return pursuant to the date determined in this section shall constitute grounds for termination in the School District.

Subd. 7: The parties agree that periods of time for which the employee is on child care leave shall not be counted in determining the completion of the probationary period.

Subd. 8: A child care leave of absence granted pursuant to this section shall be a leave without pay.

### Section 3: Bereavement and Family Illness Leave

Subd. 1: An employee may be granted ~~up to five (5) days~~ absence with pay due to the death of a spouse, child, brother, sister, parent, grandparent, grandchild, or parent-in-law **based on the following schedule: 190 to 220 work days – three (3) days per occurrence; 221 to 260 work days – five (5) days per occurrence.** ~~Up to three (3) days absence with pay~~ **On the following schedule, days of absence with pay** may be granted for the death of the employee's son-in-law, daughter-in-law, brother-in-law, sister-in-law, or a regular member of the immediate household: **190 to 220 work days – one (1) day per occurrence; 221 to 260 work days – three (3) days per occurrence.** Absence due to the death of a family member shall not be deducted from sick leave.

Subd. 2: An absence due to the ~~severe~~ illness of a spouse, child, **adult child**, brother, sister, parent, grandparent~~or~~, parent-in-law, **step parent, and grandchild** will be granted up to ~~five (5)~~ **twenty (20)** days per year with the approval of the immediate supervisor, and shall be deducted from sick leave.

Subd. 3: Additional absence for severe illness or death may be granted at the sole discretion of the Superintendent.

Section 4: Personal Leave

Subd. 1: Employees in their third year of employment with the school district and thereafter shall be eligible ~~for two (2) days of personal leave per year.~~ **for personal leave based on their number of work days on the following schedule: 190 to 220 work days – one (1) day per year; 221 to 260 work days – two (2) days per year.** Personal leave shall be allowed to accumulate to a total of four (4) days.

Subd. 2: Employees in their first two years of employment, not eligible for personal leave days, may be granted time off for extraordinary circumstances in emergency situations at the sole discretion of the superintendent. Such days will be deducted from accumulated sick leave.

Subd. 3: An employee may be granted leave without pay at the sole discretion of the superintendent, in accordance with school board policy.

Subd. 4: At the beginning of each employment year, employees will be credited with the number of days of personal leave specified in Subd. 1 herein. Those employees who have accumulated three (3) days of personal leave or more prior to the beginning of any year shall receive a lump sum payment of \$100 for each day beyond four for which they become eligible in lieu of being granted additional days beyond four.

Subd. 5: Personal leave must be requested ten (10) duty days in advance of the commencement of the leave. In instances when emergency situations preclude the advance request for leave, the employee shall make the request as soon as practicable and must include the reason for the requested leave and why the ten (10) day notice was not possible. Personal leave will normally only be granted in increments of one full work day(s).

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

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

Section 7: Eligibility. To be eligible for provisions of this Article, an employee must be employed at least ~~440~~ **600** hours during the contract year and such benefits shall not apply to employees employed for a lesser time or substitute employees.

**ARTICLE III  
VACATIONS AND HOLIDAYS**

Section 1. Earned Vacation

Subd. 1: Eligible employees shall earn vacation as follows:

1 - 2 years	10 days per year (2.5 days per quarter)
3 - 4 years	13 days per year (3.25 days per quarter)
5 - 9 years	15 days per year (3.75 days per quarter)
10 - 14 years	17 days per year (4.25 days per quarter)
15 – 19 years	20 days per year (5 days per quarter)

Subd. 2: Five (5) days of vacation may be taken after the first six (6) months of employment. During the initial fiscal year of employment, employees working less than a full year shall accrue vacation on a prorata basis. In subsequent years, an employee will earn vacation at the rate above and it will be credited to the employee on a quarterly basis.

Subd. 3: Vacation may be used after it is credited. Vacation may be accrued to a maximum of forty (40) days. All requests for vacation must be approved in advance by the employee's supervisor.

Subd. 4: An employee who is terminated or leaves the employment of the school district of his or her own volition will be paid regular salary for all vacation time accrued, provided the employee has given the employer two (2) weeks' written notice.

Subd. 5: Only full-time employees shall be eligible for vacations provided in this article. For purpose of this Article full time shall mean an employee employed for twelve (12) months per year and forty (40) hours per week.

Section 2:. Holidays Employees shall be granted the following paid holidays:

1. Independence Day
2. Labor Day
3. Thanksgiving Day
4. Day after Thanksgiving Day
5. Christmas Eve Day
6. Christmas Day
7. New Year's Day
8. President's Day
9. Good Friday
10. Memorial Day

Holidays that fall on weekends will be observed on a day established by the school district. Employees required to work on holidays shall receive pay at the double time rate for hours worked.

**ARTICLE IV**  
**403B MATCHING CONTRIBUTION**

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

Section 2. Contribution. The School District will match eligible employee contributions up to a maximum as listed in the following schedule, according to year of service.

<u>Year of Service</u>	<u>Contribution</u>
4-5	\$350
6-9	\$400
10 – 14	\$450
15 – 19	\$500
20+	\$600

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

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

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

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

Section 1. Health and Hospitalization Insurance

Subd. 1: Individual Coverage Effective July 1, 2012, **2014**, the School District shall contribute a sum not to exceed \$565 per month for individual coverage of each eligible employee employed by the School District who qualifies for and is enrolled in the School District group health and hospitalization plan. **Effective January 1, 2015, the School District shall contribute a sum not to exceed \$650 per month.** The cost of the premium not contributed by the School District shall be borne by the employee and paid by payroll deduction. This subdivision shall not apply to those eligible employees who select coverage under the high deductible health plan described in Subdivision 3.

Subd. 2: Family Coverage Effective July 1, ~~2012~~, **2014**, the School District shall contribute a sum not to exceed \$1110 per month for family coverage of each eligible employee employed by the School District who qualifies for and is enrolled in the School District group health and hospitalization plan. **Effective January 1, 2015, the School District shall contribute a sum not to exceed \$1276 per month.** The cost of the premium not contributed by the School District shall be borne by the employee and paid by payroll deduction. This subdivision shall not apply to those eligible employees who select coverage under the high deductible health plan described in Subdivision 4.

Subd. 3: Individual High Deductible Coverage

- (a) Eligible employees shall have the option of enrolling in a high deductible coverage option of the school district's health and hospitalization plan. The high deductible coverage shall be a qualified high deductible health plan within the meaning of Section 223 of the Internal Revenue Code of 1986, as amended from time to time. Each eligible employee enrolled in the high deductible coverage shall be eligible for a contribution to a health savings account ("HSA") of such employee in accordance with the Intermediate School District No. 917 Flex Choice Plan (the "Flex Choice Plan"). The total monthly contribution by the school district toward the cost of the premium of the high deductible coverage, the HSA contribution, and the HSA administrative fees attributable to such eligible employee shall not exceed \$565. **Beginning January 1, 2015, the amount shall not exceed \$650.**
- (b) The school district shall contribute toward the cost of the premium for each eligible employee employed by the school district who qualifies for and is enrolled in individual coverage under the high deductible coverage option of the school district's health and hospitalization plan a monthly amount equal to the total monthly contribution identified in subsection (a) minus the monthly HSA contribution identified in subsection (c) and the monthly HSA administrative fees.
- (c) The school district shall contribute an amount equal to one-half of the applicable deductible to the HSA of each eligible employee employed by the school district who qualifies for and is enrolled in individual coverage under the plan. Such contributions shall be made monthly on a pro rata basis. Such employees shall also be eligible, through the Flex Choice Plan, to make pre-tax contributions to the HSA via salary reduction. The school district shall select the vendor of the HSA to which such contributions shall be made. Once deposited in an employee's HSA, such contributions, whether made by the school district or via salary reduction, shall not be subject to restriction by the school district and the employee may access and/or transfer such funds to a different HSA to the fullest extent permitted by law. Such employees also shall be eligible to participate in a Limited Scope Health Care Reimbursement

Plan through the Flex Choice Plan, which shall allow reimbursement of medical expenses to the fullest extent permitted by law for an individual receiving contributions to an HSA.

Subd. 4: Family High Deductible Coverage

- (a) Eligible employees shall have the option of enrolling in a high deductible coverage option of the school district's health and hospitalization plan. The high deductible coverage shall be a qualified high deductible health plan within the meaning of Section 223 of the Internal Revenue Code of 1986, as amended from time to time. Each eligible employee enrolled in the high deductible coverage shall be eligible for a contribution to a health savings account ("HSA") of such employee in accordance with the Intermediate School District No. 917 Flex Choice Plan (the "Flex Choice Plan"). The total monthly contribution by the school district toward the cost of the premium of the high deductible coverage, the HSA contribution, and the HSA administrative fees attributable to such eligible employee shall not exceed \$1110. **Beginning January 1, 2015, the amount shall not exceed \$1276.**
- (b) The school district shall contribute toward the cost of the premium for each eligible employee employed by the school district who qualifies for and is enrolled in individual coverage under the high deductible coverage option of the school district's health and hospitalization plan a monthly amount equal to the total monthly contribution identified in subsection (a) minus the monthly HSA contribution identified in subsection (c) and the monthly HSA administrative fees.
- (c) The school district shall contribute an amount equal to one-half of the applicable deductible to the HSA of each eligible employee enrolled in the family high deductible coverage. Such contributions shall be made monthly on a pro rata basis. Such employees shall also be eligible, through the Flex Choice Plan, to make pre-tax contributions to the HSA via salary reduction. The school district shall select the vendor of the HSA to which such contributions shall be made. Once deposited in an employee's HSA, such contributions, whether made by the school district or via salary reduction, shall not be subject to restriction by the school district and the employee may access and/or transfer such funds to a different HSA to the fullest extent permitted by law. Such employees also shall be eligible to participate in a Limited Scope Health Care Reimbursement Plan through the Flex Choice Plan, which shall allow reimbursement of medical expenses to the fullest extent permitted by law for an individual receiving contributions to an HSA.

Section 2. Group Income Protection The School District will pay each month 100 percent of the premium for income protection insurance for each eligible employee. The income protection plan shall include the following:

- a. Benefits begin after ninety (90) calendar days of total disability.

- b. The monthly income benefit shall be 66-2/3 percent of basic monthly earnings (exclusive of any additional compensation from this district or any other source).

Section 3. Life Insurance The School District will pay each month all of the life insurance premium for an \$50,000 term life insurance policy for each eligible employee.

Section 4. Dental Insurance

Subd. 1: Individual Coverage Effective ~~July 1, 2012~~, **July 1, 2014**, the School District shall contribute a sum not to exceed \$60 per month toward the cost of the premium for individual coverage for each eligible employee employed by the School District who qualifies for and is enrolled in the School District's dental insurance plan. Additional cost of the premium, if any, shall be borne by the employee and paid by payroll deduction.

Subd. 2: Family Coverage Effective ~~July 1, 2012~~, **July 1, 2014**, the School District shall contribute a sum not to exceed \$125 per month toward the cost of the premium for family coverage for each eligible employee employed by the School District who qualifies for and is enrolled in the School District's dental insurance plan.—Additional cost of the premium, if any, shall be borne by the employee and paid by payroll deduction.

Section 5. Eligibility. To be eligible for provisions of this Article, an employee must be regularly employed at least 1110 hours during the contract year and such benefits shall not apply to employees employed for a lesser time or substitute employees.

**ARTICLE VI  
OTHER BENEFITS**

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

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

Section 3: Uniforms. The school district shall provide an annual stipend of \$300 to full-time employees for purchase of uniforms and outdoor clothing. Employees shall be required to launder their uniforms.

**ARTICLE VII  
MISCELLANEOUS**

Section 1: Probationary Period Employees, under the provisions of this Agreement, shall serve a probationary period of one year (12 months) of continuous employment during which time the School District shall have the unqualified right to suspend without pay, discharge or otherwise discipline such employee.

Section 2: Call Back and Building Checks. The minimum time paid for an authorized call back or building check shall be two (2) hours. Authorized call backs or building checks shall be those as authorized by the appropriate supervisor.

## **ARTICLE VIII SEVERANCE/RETIREMENT**

Section 1. Eligibility: Full-time employees who have completed at least fifteen (15) years of continuous service with the School District, and who are at least fifty-five (55) years of age, shall be eligible for severance pay pursuant to the provisions of this Article upon submission of a written resignation accepted by the School Board. Severance pay shall not be granted to any employee who is discharged for cause by the School District. This Article shall apply only to employees who retire after the execution of this contract and shall not be retroactive to any employee who retired prior to said execution date.

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

Section 3. Method of Pay-out:

a. Subject to the limitations listed below, the school district will contribute an amount equal to the value of the employee's severance pay directly into the School Board approved 403b vendor account. The retiree will not receive any direct payment from the school district for the severance pay.

b. The school district's annual contribution into the School Board approved 403b vendor account must not exceed the IRS contribution limit. If the amount calculated in A exceeds the available limits in the year of separation, the excess amount will be paid out in cash and not be tax sheltered.

c. The school district contribution(s) (into the approved 403b vendor account) will be made according to the same timeline as was provided for the direct payment of the severance pay.

d. The school district will make the severance pay contributions to the School Board approved 403b vendor. For purposes of calculating the maximum deferral limit, the school district will provide the retiree or approved vendor with contribution information for the previous twelve (12) months of employment. The vendor agrees to calculate the maximum deferral limit.

Section 4. Notice: To be eligible for the benefits of this section, unless waived by the School District, an employee must notify the School District not less than ninety (90) calendar days prior to the proposed retirement date.

**ARTICLE IX  
ADDITIONAL WORK ASSIGNMENT**

**Section 1. Definition of additional work assignment: The Lead Custodian is assigned the additional duty to serve as coordinator of delivery services and maintenance and grounds for the district. In this capacity the Lead Custodian assists with coordinating vendors and soliciting service quotes for grounds care, snow removal, equipment maintenance and repair, facility maintenance and repair and remodeling of district owned buildings and leased spaces when appropriate.**

**Section 2. Stipend. The Lead Custodian shall be paid an annual stipend for the additional work assignment responsibilities for the period of July 1, 2014, to June 30, 2015, the amount of \$1,000 and for the period July 1, 2015, to June 30, 2016, the amount of \$1,000. The payments will be made on the regular pay schedule of twenty four payments for each twelve month period.**

**ARTICLE X  
SALARIES**

Section 1. Salary Increases for New Employees: A new employee shall be given a salary as agreed between the School District and the employee. An employee hired prior to January 1 shall be eligible for a salary increase effective the following July 1. An employee hired after January 1 shall not be eligible for a salary increase until the second following July 1. (Example: An employee hired prior to January 1, 2010, shall be eligible for a salary increase effective on July 1, 2010. An employee hired after January 1, 2010, shall not be eligible for a salary increase until July 1, 2011.) These salary terms may only be modified by mutual agreement in writing between the School District and the Employee at the time of initial employment.

Section 2.. Longevity: Employees shall receive a longevity salary increase beyond the salaries shown in Exhibit A of the agreement as follows; years of employment refer to years in the Custodial/Delivery group:

The first year of employment shall be defined as any days of employment prior to the last student day of the regular school calendar in the first employment agreement. The next regular school calendar becomes the second year of employment. Further, to be eligible for this longevity salary, an employee must be regularly employed at least 1110 hours during the fiscal year.

	<del>2012-2014</del> <b>2014-2016</b>
Start of the 10 <sup>th</sup> year of employment	.50
Start of the 15 <sup>th</sup> year of employment through 19 <sup>th</sup> year	.75
Start of the 20 <sup>th</sup> year of employment and beyond	1.00

**Exhibit A**  
**Rates of Pay**  
**2013-2014**

<b>Ste p</b>	<b>Lead Custodian</b>	<b>Ste p</b>	<b>Custodian/Delivery</b>	<b>Ste p</b>	<b>Part-time Cleaner</b>
A	\$22.52/hour	A	\$14.59/hour	A	\$12.50/hour
B	\$23.08/hour	B	\$14.95/hour	B	\$12.81/hour
C	\$23.33/hour	C	\$15.10/hour	C	\$12.91/hour
D	\$23.58/hour	D	\$15.25/hour	D	\$13.01/hour
E	\$23.83/hour	E	\$15.40/hour	E	\$13.11/hour
F	\$24.08/hour	F	\$15.55/hour	F	\$13.21/hour
G	\$24.33/hour	G	\$15.70/hour	G	\$13.31/hour
H	\$24.58/hour	H	\$15.85/hour	H	\$13.41/hour
I	\$24.83/hour	I	\$16.00/hour	I	\$13.51/hour

**2014-2015**

<b>Ste p</b>	<b>Lead Custodian</b>	<b>Ste p</b>	<b>Custodian/Delivery</b>	<b>Ste p</b>	<b>Part-time Cleaner</b>
A	\$22.52/hour	A	\$14.59/hour	A	\$12.50/hour
B	\$23.08/hour	B	\$14.95/hour	B	\$12.81/hour
C	\$23.33/hour	C	\$15.10/hour	C	\$12.91/hour
D	\$23.58/hour	D	\$15.25/hour	D	\$13.01/hour
E	\$23.83/hour	E	\$15.40/hour	E	\$13.11/hour
F	\$24.08/hour	F	\$15.55/hour	F	\$13.21/hour
G	\$24.33/hour	G	\$15.70/hour	G	\$13.31/hour
H	\$24.58/hour	H	\$15.85/hour	H	\$13.41/hour
I	\$24.83/hour	I	\$16.00/hour	I	\$13.51/hour

2014-2015					
	Lane 1		Lane 2		Lane 3
Step	Lead Custodian	Step	Custodian/Delivery	Step	Part-Time Cleaner
A	\$22.81	A	\$14.80	A	\$12.79
B	\$23.31	B	\$15.10	B	\$12.94
C	\$23.82	C	\$15.40	C	\$13.09
D	\$24.32	D	\$15.71	D	\$13.24
E	\$24.83	E	\$16.01	E	\$13.39
F	\$25.33	F	\$16.31	F	\$13.54
G	\$25.84	G	\$16.61	G	\$13.70
H	\$26.34	H	\$16.92	H	\$13.85
I	\$26.85	I	\$17.22	I	\$14.00
2015-2016					
	Lane 1		Lane 2		Lane 3
Step	Lead Custodian	Step	Custodian/Delivery	Step	Part-Time Cleaner
A	\$23.03	A	\$14.94	A	\$12.91
B	\$23.54	B	\$15.25	B	\$13.07
C	\$24.05	C	\$15.56	C	\$13.22
D	\$24.56	D	\$15.86	D	\$13.37
E	\$25.07	E	\$16.17	E	\$13.53
F	\$25.58	F	\$16.47	F	\$13.68
G	\$26.09	G	\$16.78	G	\$13.83
H	\$26.60	H	\$17.09	H	\$13.99
I	\$27.11	I	\$17.39	I	\$14.14

AGREEMENT

between

THE SCHOOL BOARD OF  
INTERMEDIATE SCHOOL DISTRICT NO. 917

and

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

Effective July 1, ~~2012~~ **2014** through June 30, ~~2014~~ **2016**

Board Approved July 1, 2014



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## AGREEMENT

### ARTICLE I PURPOSE

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

### ARTICLE II RECOGNITION OF EXCLUSIVE REPRESENTATIVE

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

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

### ARTICLE III DEFINITIONS

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

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

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

#### ARTICLE IV EMPLOYEE RIGHTS

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

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

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

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

#### Section 5. Exclusive Representative Leave Time:

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

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

Subd. 3. At the beginning of each school year, the Union shall be credited with twenty-eight (28) hours to be used at the discretion of the Local for the purpose of

conducting its duties as exclusive representative. The Union has the option of purchasing additional hours at the regular hourly rate (including FICA) for a substitute Interpreter. It is understood that if, for whatever reason, a substitute is not available on the day for which exclusive bargaining leave is requested, the approval for that leave shall be automatically rescinded. The Union President will notify the Superintendent or his/her designee at least three (3) working days prior to the date of intended leave. The Superintendent may waive the three (3) day notice.

Section 6. Right to Dues Check Off: Each employee shall be eligible to request payroll deductions for the withholding of union dues. Such requests shall be in writing on a form provided by the Union and delivered to the payroll office no later than October 15 of each school year. Pursuant to such authorization, the school district shall deduct one-seventeenth (1 /17) of such dues from each regular semimonthly salary check for the employee, each month, beginning on October 15 and ending on June 15th. An employee who begins employment in mid-year shall have thirty (30) days from employment date to request dues deduction. Deductions for employees employed after the commencement of the school year shall be specified on the form provided by the school district with the last payment to be on June 15th. Request by the employee to cease dues deductions submitted in writing to the school district payroll office shall be honored and dues deductions ceased as of such written notice.

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

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

## ARTICLE V SCHOOL DISTRICT RESPONSIBILITIES

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

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

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

## ARTICLE VI HOURS OF SERVICE - LENGTH OF SCHOOL YEAR

Section 1. Basic Day: The interpreters basic day, exclusive of lunch, for a regular full-time employee, shall be six (6) to eight (8) hours per day as annually prescribed by the school district prior to August 1. However, the school district may employ such part-time interpreters as it deems appropriate.

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

Section 2. Duty Year: The duty year for regular full-time employees under this Agreement shall be as annually prescribed by the school district prior to August 1, but not less than the number of student days. However, the school district may employ such part-time interpreters as it deems appropriate.

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

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

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

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

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

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

## ARTICLE VII BASIC SALARIES

### Section 1. Basic Salaries - Regular Employees:

Subd. 1. The wages and salaries set forth in Schedule A attached hereto shall be a part of this agreement for the period July 1, ~~2012~~, **2014** through June 30, ~~2013~~. **2015**. The wages and salaries set forth in Schedule B attached hereto shall be a part of this agreement for the period July 1, ~~2013~~, **2015** through June 30, ~~2014~~**2016**.

Subd. 2. Effective July 1, ~~2012~~, **2014** employees shall be compensated on Salary Schedule A, on such level and step for the ~~2012-2013~~ **2014-2015** contract year at one step over their ~~2011-2012~~ **2013-2014** placement.

Subd. 3. Effective July 1, ~~2013~~, **2015**, employees shall be compensated on Salary Schedule B, on such level and step for the ~~2013-2014~~ **2015-2016** contract year at one step over their ~~2012-2013~~ **2014-2015** placement.

Subd. 4. In the event a successor agreement is not entered into prior to July 1, ~~2014~~, **2016**, an employee shall remain at the same step as compensated during the ~~2013-2014~~ **2015-2016**, contract year until a successor agreement is reached, which agreement shall govern step advancement, if any. However, the school district reserves the right to withhold step advancement or other salary increase in individual cases for just cause, subject to the grievance procedure.

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

Beginning 15 <sup>th</sup> – 19 <sup>th</sup> year of employment	<del>\$1.50/hour</del> <b>\$2.00/hour</b>
Beginning 20 <sup>th</sup> year of employment through the 24 <sup>th</sup> year of employment	<del>\$2.00/hour</del> <b>\$2.50/hour</b>
Beginning 25 <sup>th</sup> year of employment and beyond	<del>\$2.50/hour</del> <b>\$3.00/hour</b>

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

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

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

<u>Position</u>	<u>Annual Stipend</u>
Lead Interpreter	\$500
Mentor Interpreter	\$1,500
Lead/Mentor Interpreter	\$2,000

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

Section 4. Certification Adjustment: An employee who acquires a certification as reflected in Article XII, Section 4, shall advance to the certification lane at the same step, except as provided in Article VII, Sections 1 and 2 of the Master Agreement, on the appropriate salary retroactive to the date of certification.

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

Section 6. Dual Certification Stipend: Any employee who is certified as both a sign language interpreter and cued language transliterator and who will be performing duties of both, shall receive a stipend of \$1000.00 per year. The stipend specified shall be in addition to the wages as provided in Schedules A and B of this Master Contract.

Section 7: Absence of Regular Teacher. In the event the regular teacher is absent from the classroom two or more consecutive hours per day during the student contact time and a substitute is not hired, one School District designated employee shall receive the current substitute teacher pay for student contact hours that neither the regular teacher nor a substitute teacher is in attendance in the classroom or when an employee is in charge of students on a community outing. If the employee's rate of pay is already higher than that of the substitute teacher rate, the employee shall receive their regular hourly pay plus an additional \$2.00 per hour. The School District will designate the employee responsible for providing coverage.

ARTICLE VIII  
GROUP INSURANCE

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

Section 2. Health and Hospitalization Insurance:

Subd. 1. Individual Coverage: Effective July 1, ~~2012~~, **2014**, the school district shall contribute a sum not to exceed \$565 per month for each eligible employee employed by the school district who qualifies for and is enrolled in the school district group health and hospitalization plan. **Effective January 1, 2015, the school district shall contribute a sum not to exceed \$635 per month for each eligible employee employed by the school district who qualifies for and is enrolled in the school district group health and hospitalization plan.** The cost of the premium not contributed by the school district shall be borne by the employee and paid by payroll deduction. This subdivision shall not apply to those eligible employees who select coverage under the high deductible health plan described in Subdivision 3.

Subd. 2. Dependent Coverage: Effective July 1, ~~2012~~, **2014**, the school district shall contribute a sum not to exceed \$1165 per month for dependent coverage for each eligible employee employed by the school district who qualifies for and is enrolled in the school district group health and hospitalization plan and who qualifies for dependent coverage. **Effective January 1, 2015, the school district shall contribute a sum not to exceed \$1300 per month for each eligible employee employed by the school district who qualifies for and is enrolled in the school district group health and hospitalization plan.** The cost of the premium not contributed by the school district shall be borne by the employee and paid by payroll deduction. In the event that the school district's contribution for family coverage is discriminatory or illegal, the union will hold the school district harmless and indemnify the school district from any and all action, suits, claims, damages, judgments and other forms of liability which any person may have or claim to have arising out of or by reason of the school district's contribution toward family coverage. This subdivision shall not apply to those eligible employees who select coverage under the high deductible health plan described in Subdivision 4.

Subd. 3. Individual High Deductible Coverage:

- (a) Eligible employees shall have the option of enrolling in a high deductible coverage option of the school district's health and hospitalization plan. The high deductible coverage shall be a qualified high deductible health plan within the meaning of Section 223 of the Internal Revenue Code of 1986, as amended from time to time. Each eligible employee enrolled in the high deductible coverage shall be eligible for a contribution to a health savings account ("HSA") of such employee in accordance with the Intermediate School District No. 917 Flex Choice Plan (the "Flex Choice Plan"). The total monthly contribution by the school district toward the cost of the premium of the high deductible coverage, the HSA contribution, and the HSA administrative fees attributable to such eligible employee shall not exceed \$565. **Effective January 1, 2015, the total monthly contribution shall not exceed \$635.**
- (b) The school district shall contribute toward the cost of the premium for each eligible employee employed by the school district who qualifies for and is enrolled in individual coverage under the high deductible coverage option of the school district's health and hospitalization plan a monthly amount equal to the total monthly contribution identified in subsection (a) minus the monthly HSA contribution identified in subsection (c) and the monthly HSA administrative fees.
- (c) The school district shall contribute an amount equal to one-half of the applicable deductible to the HSA of each eligible employee employed by the school district who qualifies for and is enrolled in individual coverage under the high deductible coverage option of the school district's health and hospitalization plan. Such contributions shall be made monthly on a pro rata basis. Such employees shall also be eligible, through the Flex Choice Plan, to make pre-tax contributions to the HSA via salary reduction. The school district shall select the vendor of the HSA to which such contributions shall be made. Once deposited in an employee's HSA, such contributions, whether made by the school district or via salary reduction, shall not be subject to restriction by the school district and the employee may access and/or transfer such funds to a different HSA to the fullest extent permitted by law. Such employees also shall be eligible to participate in a Limited Scope Health Care Reimbursement Plan through the Flex Choice Plan, which shall allow reimbursement of medical expenses to the fullest extent permitted by law for an individual receiving contributions to an HSA.

Subd. 4. Family High Deductible Coverage:

- (a) Eligible employees shall have the option of enrolling in a high deductible coverage option of the school district's health and hospitalization plan. The high deductible coverage shall be a qualified high deductible health plan within the meaning of Section 223 of the Internal Revenue Code of 1986, as amended from time to time. Each eligible employee enrolled in the high deductible coverage shall be eligible for a contribution to a health savings account ("HSA") of such employee in accordance with the Intermediate School District No. 917 Flex Choice Plan (the "Flex Choice Plan"). The total monthly contribution by the school district toward the cost of the premium of the high deductible coverage, the HSA contribution, and the HSA administrative fees attributable to such eligible employee shall not exceed \$1165. **Effective January 1, 2015, the total monthly contribution shall not exceed \$1300.**
- (b) The school district shall contribute toward the cost of the premium for each eligible employee employed by the school district who qualifies for and is enrolled in family coverage under the high deductible coverage option of the school district's health and hospitalization plan a monthly amount equal to the total monthly contribution identified in subsection (a) minus the monthly HSA contribution identified in subsection (c) and the monthly HSA administrative fees.
- (c) The school district shall contribute an amount equal to one-half of the applicable deductible to the HSA of each eligible employee enrolled in the family high deductible coverage. Such contributions shall be made monthly on a pro rata basis. Such employees shall also be eligible, through the Flex Choice Plan, to make pre-tax contributions to the HSA via salary reduction. The school district shall select the vendor of the HSA to which such contributions shall be made. Once deposited in an employee's HSA, such contributions, whether made by the school district or via salary reduction, shall not be subject to restriction by the school district and the employee may access and/or transfer such funds to a different HSA to the fullest extent permitted by law. Such employees also shall be eligible to participate in a Limited Scope Health Care Reimbursement Plan through the Flex Choice Plan, which shall allow reimbursement of medical expenses to the fullest extent permitted by law for an individual receiving contributions to an HSA.

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

Section 3. Dental Insurance:

Subd. 1. Individual Coverage: The school district shall contribute a sum not to exceed \$40 per month toward the cost of the premium for individual coverage for each eligible employee employed by the school district who qualifies for and is enrolled in the school district's dental insurance plan. The cost of the premium not contributed by the school district shall be borne by the employee and paid by payroll deduction.

Subd. 2. Dependent Coverage: The school district shall contribute a sum not to exceed \$105 per month toward the cost of the premium for dependent coverage for each eligible employee employed by the school district who qualifies for and is enrolled in the school district's dental insurance plan and who qualifies for dependent coverage. The cost of the premium not contributed by the school district shall be borne by the employee and paid by payroll deduction.

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

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

Section 5. Life Insurance: The school district will pay each month 100 percent of the life insurance premium for a \$80,000 term life insurance policy for each full-time interpreter.

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

claims shall be made against the school district as a result of a denial of insurance benefits by an insurance carrier.

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

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

## ARTICLE IX LEAVES OF ABSENCE

### Section 1. Sick Leave:

Subd. 1. All full-time interpreters shall earn sick leave at the rate of twelve (12) days for each year of service in the employ of the school district. All full-time interpreters shall be given a credit of the number of sick days earned at the beginning of each year of employment. If in the event that an employee leaves the school district before the completion of the school year, one day of sick leave shall be deducted from the accumulated sick leave total for each month that the employee did not work during the school year. The employee will be liable to the school district for any sick leave pay granted to the employee for which they were not eligible by leaving the employment of the school district before completion of their school year.

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

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

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

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

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

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

Section 2. Child Care Leave:

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

~~Subd. 2. An employee shall make a written request for child care leave not less than sixty (60) days in advance of usage and shall submit a written request to the superintendent for child care leave, including commencement date and return date. Such request in the case of a pregnant employee shall include a physician's statement indicating the estimated date of delivery. A pregnant employee may also use sick leave pursuant to Section 1 hereof for any period of disability, except for the period covered by an unpaid child care leave. The time periods provided herein shall be adjusted in cases of emergency.~~

~~Subd. 3. The superintendent, after consultation with the employee, shall notify the employee in writing of the effective beginning date of such leave and its duration.~~

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

~~Subd. 5. A child care leave of absence granted pursuant to this section shall be a leave without pay.~~

Section 2. Parental Leave:

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

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

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

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

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

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

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

**Section 3. Maternity/Adoption Leave:**

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

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

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

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

**Section ~~3~~ 4. Death and Illness:**

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

Subd. 2. Upon approval of the superintendent or his/her designee, up to ~~five (5)~~ **twenty (20)** days sick leave per year will be granted for the ~~severe~~ **illness or injury** of the following: employee's spouse or parent or spouse's parent, or child over 18, or grandchild **or sibling and/or grandparent and/or step-grandparent**. An employee may use one (1) day of accumulated sick leave for each day of illness or disability of the employee's child who is less than eighteen (18) years old, for such reasonable periods as the employee's attendance with the child may be necessary, on the same terms the employee is able to use sick leave benefits for the employee's own illness (Minn. Stat. 181.9413)

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

#### Section 4-5. Personal Leave:

Subd. 1. Eligibility: Interpreters who are in their first year of employment with the school district shall be eligible for one (1) day of personal leave. Interpreters in their second through fourth years of employment with the school district shall be eligible for two (2) days of personal leave per year. Interpreters in their fifth year of employment with the school district and thereafter shall be eligible for three (3) days of personal leave per year. Personal leave shall be allowed to accumulate to a total of five (5) days.

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

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

- A. A personal leave day normally shall not be granted for the day preceding or the day following holidays or vacation periods and the first and last ten (10) duty days of the school year.

- B. Personal leave requests may be denied on a particular day, if other employees in the same bargaining unit have already been granted personal leave which would be disruptive of the functioning of the particular program. In addition, personal leave requests will not be approved for more than one (1) interpreter on any given day.

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

Subd. 4. Usage of personal leave shall be requested as early as practicable and normally at least two weeks in advance.

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

Section 5-6. General Leave:

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

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

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

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

Section 6-7. Insurance Application:

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

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

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

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

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

Section ~~8~~ 9. Accrued Benefits - Paid Leaves: An employee on an extended leave where compensation is involved, including sick leave and workers compensation, shall be eligible for and shall be entitled to normal accruals for sick leave during any month in which the employee actually performs services. However, an employee shall not be eligible for accrual of sick leave during any month in which the employee does not perform services because of absence on paid sick leave or during the entire month the employee is being compensated by workers compensation or long-term disability insurance.

Section ~~9~~ 10. The parties agree that periods of time for which the employee is on unpaid leave shall not be counted in determining the completion of the probationary period.

Section ~~10~~ 11. Failure of the employee to return to work from a leave of absence pursuant to this Article shall constitute grounds for termination by the school district.

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

Section 12- 13. Eligibility: To be eligible for the benefits of this Article, an employee must be a regular full-time employee employed at least 1,050 hours per year. Employees employed for less than 1,050 hours per year, but at least 550 hours per year, shall receive leave benefits on a pro rata basis.

## ARTICLE X PROBATIONARY PERIOD

Section 1. Probationary Period: An employee, under the provisions of this Agreement, shall serve a probationary period of three school years of continuous employment during which time the school district shall have the unqualified right to suspend without pay, discharge or otherwise discipline such employee. If the employee has previously completed a probationary period in another school district they will serve a one school year probationary period. An employee employed prior to July 6, 2004, shall retain the previous probationary period of one school year of continuous employment.

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

## ARTICLE XI EMPLOYEE SUPERVISION

### Section 1. Employee Improvement Plans:

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

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

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

## Section 2. Employee Discipline:

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

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

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

### Subd. 3. Suspension.

- (a) An employee may be suspended without pay for grounds as described in Minn. Stat. Section 122A.40, Subd. 9(a) through (e) or Minn. Stat. Section 122A.40, Subd. 13 (1) through (6). Any suspension is subject to the grievance procedure under Article XIV of this Agreement. Additionally, an employee may be suspended without pay when other disciplinary measures have been applied without sufficient positive result, or for other willful violations of District policies or directives.
  
- (b) Suspension shall take effect upon written notification from the Superintendent of Schools to the employee stating the grounds for suspension. The employee shall have the right to invoke the grievance procedures set forth in Article XIV of this Agreement

at the arbitration level provided written notification requesting arbitration is received by the superintendent within fifteen (15) days after receipt of the written notice of suspension.

- (c) The suspension shall take effect upon receipt by the employee of the written notice of suspension or shall take effect as otherwise indicated in the written notice of suspension. The suspension shall continue in effect for the time period provided in the written notice or as otherwise decided by the school board, but not to exceed a period of thirty (30) work days.

Subd. 4. Termination for Cause.

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

ARTICLE XII  
SENIORITY

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

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

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

Section 4. Seniority List: There shall be two separate seniority lists and an employee shall have seniority rights only within the list that they are qualified for pursuant to this section. An employee shall acquire seniority either as a sign language interpreter or as a cued language transliterator. To be eligible on the seniority list, an employee must have the appropriate certification and have been assigned by the school district as either a sign language interpreter or cued language transliterator. To be eligible on the seniority list, an employee must have the appropriate certification and have been assigned by the school district as either an interpreter/transliterator or cued speech transliterator. An employee who meets both of those qualifications may appear on both seniority lists. An employee shall not exercise seniority in one of the two positions unless the employee is eligible on the particular list. Effective July 1, 2000, all sign language interpreters or as a cued language transliterators who have the certification within one or both areas shall be senior to anyone else on the list who does not have such certification. However, the employee without certification will retain his/her original seniority date and upon obtaining certification will have seniority consistent with the original seniority date. For purposes of this section, a ~~interpreter~~ sign language interpreter must be certified by Registry of Interpreters for the Deaf (RID). Certification for a cued language transliterator shall be by certification from Testing, Evaluation and Certification Unit (TECUnt).

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

ARTICLE XIII  
MISCELLANEOUS

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

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

Subd. 2. ~~Such compensation, in the form of a district contribution into a 403 (b) plan approved by the district, shall be placed in the 403 (b) account for full~~ **Full-time** (1100 hours of assignment) employees of record on January 15 **shall have the distribution made in February.**

Subd. 3. Part-time employees **of record on January 15** whose assignment is at least 550 hours per year but less than 1100 hours during the school-year in which the ~~contribution~~ **distribution** is made, shall receive a ~~contribution to their 403 (b) plan~~ **distribution** in the amount of \$125.00 **in February.**

#### Section 2. Travel Expense and Mileage Reimbursement:

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

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

Section 3. Registry of Certified Interpreters and Transliterators: Sign language interpreters who verify their testing for a Certificate of Interpretation issued by the Registry of Interpreters for the Deaf (RID) or for cued language transliterators certification from Testing, Evaluation and Certification Unit (TECUnit) shall, upon such completion of any test, be reimbursed for the testing costs in an actual amount, not to exceed a total of \$550 per interpreter.

Section 4. Certification Maintenance Program/Annual Registration: For interpreters certified by the Registry of Interpreters for the Deaf **and for Cued English Translitterators Certified by the Testing, Evaluation, and Certification Unit** who verify their certification, the maintenance fee and annual registration will be reimbursed by the district as follows:

- A. The first year **for Interpreters**, reimbursement will be an amount equal to **\$165 and for Translitterators reimbursement will be an amount equal to \$100** less the amount that the Minnesota Department of Education is currently charging for teacher license renewal.

- B. For the following four (4) years, reimbursement will be \$165 for **Interpreters and \$100 for Transliterators.**

ARTICLE XIV  
GRIEVANCE PROCEDURE

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

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

Section 3. Definitions and Interpretations:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing de novo.

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

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

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

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

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

ARTICLE XV  
SEVERANCE/EARLY RETIREMENT

Section 1. Eligibility: Full-time employees who have completed at least fifteen (15) years of continuous service with the School District, and who are at least fifty-five (55) years of age, or have completed thirty (30) years of service with the School District shall be eligible for severance pay pursuant to the provisions of this Article upon submission of a written resignation accepted by the School Board. Severance pay shall not be granted to any employee who is discharged for cause by the School District. This Article shall apply only to employees who retire after the execution of this contract and shall not be retroactive to any employee who retired prior to said execution date.

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

Section 3. Method of Pay-out:

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

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

ARTICLE XVI  
403b MATCHING CONTRIBUTION

**Section 1. Eligibility:** To be eligible for contribution under this Article, an employee must have completed four (4) years of employment to be eligible for contribution in the employee’s fifth year of service. The first year of employment shall be defined as any days of employment prior to the last student day of the regular school calendar in the first employment agreement. The next regular school calendar becomes the second year of employment. Further, to be eligible for this contribution an employee must be regularly employed at least 1110 hours during the contract year, and such benefits shall not apply to substitute employees. For employees employed less than 1110 hours, but at least 550 hours per year, the school district shall make a contribution according to Section 2 below.

**Section 2. Contribution.** Effective July 1, ~~2012~~, **2014**, the school district will match the employee contribution up to a maximum as listed in the following schedule for full time employees, according to year of employment. For eligible employees as defined in Section 1, employed less than full time, the school district will make a 50% matching contribution, as listed in the following schedule.

<u>Years of Employment</u>	<u>1110+hrs/yr</u>	<u>550-1109 hrs/yr</u>
5	\$350	\$175
6-9	\$500	\$250
10-15	\$650	\$325
16+	\$800	\$400
<b>5</b>	<b>\$400</b>	<b>\$200</b>
<b>6-9</b>	<b>\$550</b>	<b>\$275</b>
<b>10-15</b>	<b>\$700</b>	<b>\$350</b>
<b>16+</b>	<b>\$850</b>	<b>\$425</b>

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

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

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

ARTICLE XVII  
DURATION

**Section 1. Term and Reopening Negotiations:** This Agreement shall remain in full force and effect for a period commencing July 1, ~~2012~~, **2014**, through June 30, ~~2014~~, **2016** and thereafter pursuant to PELRA. If either party desires to modify or amend this Agreement commencing on July 1, ~~2014~~, **2016**, it shall give written notice of such intent no later than May 1,

~~2014.~~ **2016.** Unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety (90) days prior to the expiration of this Agreement.

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

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

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

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

DAKOTA COUNTY FEDERATION  
OF INTERPRETERS  
LOCAL #3904A

INTERMEDIATE SCHOOL DISTRICT 917

\_\_\_\_\_  
President

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Clerk

Dated: \_\_\_\_\_, 2014

Dated: \_\_\_\_\_ 2014

**SCHEDULE A**

**INTERPRETERS**

**2012-2013 SALARY SCHEDULE**

<b>STEP NUMBER</b>	<b>NON-CERTIFIED LANE 1 (A)</b>	<b>CERTIFIED LANE 2 (B)</b>	<b>CERT+ BA/BS LANE 3 (C)</b>
1	16.04	17.38	18.21
2	16.54	17.87	18.72
3	17.03	18.38	19.22
4	17.54	18.88	19.72
5	18.05	19.39	20.22
6	18.55	19.90	20.73
7	19.06	20.39	21.23
8	19.56	20.89	21.74
9		21.40	22.23
10		21.90	22.73
11		22.40	23.24
12		22.90	23.74
13		23.41	24.24
14		23.91	24.76

**SCHEDULE B**

**INTERPRETERS**

**2013-2014 SALARY SCHEDULE**

<b>STEP NUMBER</b>	<b>NON-CERTIFIED LANE 1 (A)</b>	<b>CERTIFIED LANE 2 (B)</b>	<b>CERT + BA/BS LANE 3 (C)</b>
1	16.20	17.55	18.39
2	- 16.71 -	18.05 -	18.91
3	- 17.20 -	18.56 -	19.41
4	- 17.72 -	19.07 -	19.92
5	- 18.23 -	19.58 -	20.42
6	- 18.74 -	20.10 -	20.94
7	- 19.25 -	20.59 -	21.44
8	- 19.76 -	21.10 -	21.96
9	- - -	21.61 -	22.45
10	- - -	22.12 -	22.96
11	- - -	22.62 -	23.47
12	- - -	23.13 -	23.98
13	- - -	23.64 -	24.48
14	- - -	24.15 -	25.01

## SCHEDULE A

### INTERPRETERS

#### 2014-2015 SALARY SCHEDULE

STEP	NON-CERTIFIED		CERTIFIED		CERT + BA/BS	
	LANE 1 (A)		LANE 2 (B)		LANE 3 ( C )	
1		16.44		17.81		18.67
2		16.96		18.32		19.19
3		17.46		18.84		19.70
4		17.99		19.36		20.22
5		18.50		19.87		20.73
6		19.02		20.40		21.25
7		19.54		20.90		21.76
8		20.06		21.42		22.29
9				21.93		22.79
10				22.45		23.30
11				22.96		23.82
12				23.48		24.34
13				23.99		24.85
14				24.51		25.39

## SCHEDULE B

### INTERPRETERS

#### 2015-2016 SALARY SCHEDULE

STEP	NON-CERTIFIED		CERTIFIED		CERT + BA/BS	
	LANE 1 (A)		LANE 2 (B)		LANE 3 (C)	
1		16.69		18.08		18.95
2		17.22		18.60		19.48
3		17.72		19.12		20.00
4		18.26		19.65		20.52
5		18.78		20.17		21.04
6		19.31		20.71		21.57
7		19.83		21.21		22.09
8		20.36		21.74		22.62
9				22.26		23.13
10				22.79		23.65
11				23.30		24.18
12				23.83		24.70
13				24.35		25.22
14				24.88		25.77

ATTACHMENT A

GRIEVANCE REPORT FORM

INTERMEDIATE SCHOOL DISTRICT 917

Name: \_\_\_\_\_

Building: \_\_\_\_\_

Date Grievance Occurred:  
\_\_\_\_\_

Statement of Facts:

Specific Provisions of Agreement Allegedly Violated:

Particular Relief Sought:

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Grievant

**INTERMEDIATE SCHOOL DISTRICT 917**

**COMPENSATION INFORMATION/TERMS AND CONDITIONS  
OF EMPLOYMENT FOR**

**EXECUTIVE ASSISTANT  
TO THE SUPERINTENDENT**

**EFFECTIVE JULY 1, 2014 - JUNE 30, 2016**

**APPROVED BY THE SCHOOL BOARD**

**Board Approved: \_\_\_\_\_**

**ARTICLE I  
DEFINITION OF ELIGIBLE EMPLOYEES**

These terms and conditions of employment cover the Executive Assistant to the Superintendent/ Secretary to the School Board for Intermediate School District #917 (hereinafter, Executive Assistant or Employee.)

**ARTICLE II  
LEAVES**

Section 1: Sick Leave

Subd. 1: The Executive Assistant shall earn sick leave at the rate of twelve (12) days during each year of service in the employ of the School District, or a maximum of one (1) day per month of employment. The Executive Assistant shall be credited with twelve (12) days at the beginning of each year of employment, but not more than one (1) per month for time worked, but no credit shall be given which would cause the accumulated sick leave to exceed the maximum provided for herein. In the event that the Executive Assistant uses credited sick leave prior to completion of the year in which such credit is earned, the Executive Assistant shall be liable to the School District for any sick leave pay advanced beyond actual accrual in the event the employee leaves the service of the School District.

Subd. 2: The Executive Assistant may use one (1) day of accumulated sick leave for each day of illness or disability of the Executive Assistant's child who is less than eighteen (18) years old, for such reasonable periods as the employee's attendance with the child may be necessary, on the same terms the employee is able to use sick leave benefits for the employee's own illness. (Minn. Stat. § 181.9413).

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

~~Section 2. Maternity Disability and Child Care Leave: The Executive Assistant shall be entitled to childcare leave as indicated below:~~

~~Subd. 1: The Executive Assistant shall be afforded a child care leave of absence of no more than twelve (12) months in duration, according to the procedures as outlined in this section.~~

~~Subd. 2: A pregnant employee shall notify the superintendent in writing, not later than the end of the sixth month of the pregnancy, and also at such time provide a physician's statement indicating the estimated date of delivery of the child. A male employee or adoptive parent of a preschool child shall make a request for such leave not less than ninety (90) days in advance of usage. The employee shall submit a written request to the superintendent for a childcare leave, including commencement date and return date. A pregnant employee may also use~~

~~accumulated sick leave for any period of disability, except for the period covered by an unpaid child care leave. The time periods provided herein shall be adjusted in cases of emergency.~~

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

~~Subd. 4: The superintendent, after consultation with the employee, shall notify the employee in writing of the effective beginning date of such leave and its duration.~~

~~Subd. 5: An employee returning from a child care leave shall be re-employed in a position for which the employee is qualified provided that the employee returns on the date as provided in the leave of absence.~~

~~Subd. 6: Failure of the employee to return pursuant to the date determined in this section shall constitute grounds for termination in the School District.~~

~~Subd. 7: The parties agree that periods of time for which the employee is on child care leave shall not be counted in determining the completion of the probationary period.~~

~~Subd. 8: A childcare leave of absence granted pursuant to this section shall be a leave without pay.~~

## **Section 2. Parental Leave:**

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

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

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

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

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

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

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

**Section 3. Maternity/Adoption Leave:**

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

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

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

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

**Section 3. 4. Bereavement and Family Illness Leave**

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

An absence due to the severe illness of a spouse, child, **adult child**, brother, sister, parent, grandparent or parent-in-law will be granted up to ~~five (5)~~ **twenty (20)** days per year with the approval of the immediate supervisor, and shall be deducted from sick leave.

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

Section 4- 5. Military Leave: Military leave shall be granted to employees pursuant to applicable Minnesota Statutes.

Section 5- 6. Jury Duty: An employee who is called for jury duty will be reimbursed for the difference between the amount paid for such services and his or her straight time hourly rate for his or her regular scheduled hours for work during the period of service. Employees will be expected to report for their regular duties when temporarily excused from attendance at court.

Section 6-7. Personal Leave: The Executive Assistant shall be eligible for two (2) personal leave days per year. Unused personal leave days may accrue to a maximum of five (5) days.

### **ARTICLE III VACATIONS AND HOLIDAYS**

#### Section 1. Earned Vacation

Subd. 1: Eligible employees shall earn vacation as follows:

Year 1	12 days per year (3 days per quarter)
Year 2 -9	18 days per year (4 days per quarter)
Year 10-19	24 days per year (6 days per quarter)
Year 20 or more	26 days per year (6.5 days per quarter)

Subd. 2: Six (6) days of vacation may be taken after the first six (6) months of employment. During the initial fiscal year of employment, employees who work less than a full year shall accrue vacation on a pro-rata basis. In subsequent years, an employee will earn vacation at the rate above and such vacation will be credited to the employee on a quarterly basis.

Subd. 3: Vacation may be used after it is credited. Vacation may be accrued to a maximum of 40 days. All requests for vacation must be approved in advance by the superintendent.

Subd. 4: An employee who is terminated or leaves the employer of his or her own volition will be paid regular salary for all vacation time accrued, provided the employee has given the employer two (2) weeks' written notice.

Section 2. Holidays An employee eligible under this section shall be granted the following holidays:

1. Independence Day
2. Labor Day

3. Thanksgiving Day
4. Day after Thanksgiving Day
5. Christmas Eve Day
6. Christmas Day
7. New Year's Day
8. President's Day
9. Good Friday
10. Memorial Day

## **ARTICLE IV INSURANCE BENEFITS**

### Section 1. Health and Hospitalization Insurance

#### Subd. 1: Individual Coverage

Effective July 1, ~~2012~~, **2014**, the School District shall contribute a sum not to exceed \$450 per month for individual coverage of each eligible employee employed by the School District who qualifies for and is enrolled in the School District group health and hospitalization plan. The cost of the premium not contributed by the School District shall be borne by the employee and paid by payroll deduction. This subdivision shall not apply to those eligible employees who select coverage under the high deductible health plan described in Subdivision 3.

#### Subd. 2: Family Coverage

Effective July 1, ~~2012~~, **2014**, the School District shall contribute a sum not to exceed ~~\$1450~~ **\$1480** per month for family coverage of each eligible employee employed by the School District who qualifies for and is enrolled in the School District group health and hospitalization plan. ~~Effective January 1, 2013, the School District shall contribute a sum not to exceed \$1480 per month for family coverage.~~ The cost of the premium not contributed by the School District shall be borne by the employee and paid by payroll deduction. This subdivision shall not apply to those eligible employees who select coverage under the high deductible health plan described in Subdivision 4.

#### Subd. 3: Individual High Deductible Coverage

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

School District No. 917 Flex Choice Plan (the “Flex Choice Plan”). The total monthly contribution by the school district toward the cost of the premium of the high deductible coverage, the HSA contribution, and the HSA administrative fees attributable to such eligible employee shall not exceed \$450 per month for 2012-2014.

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

Subd. 4 Family High Deductible Coverage:

- (a) Eligible employees shall have the option of enrolling in a high deductible coverage option of the school district’s health and hospitalization plan. The high deductible coverage shall be a qualified high deductible health plan within the meaning of Section 223 of the Internal Revenue Code of 1986, as amended from time to time. Each eligible employee enrolled in the high deductible coverage shall be eligible for a contribution to a health savings account (“HSA”) of such employee in accordance with the Intermediate School District No. 917 Flex Choice Plan (the “Flex Choice Plan”). The total monthly contribution by the school district toward the cost of the premium of the high deductible coverage, the HSA contribution, and the HSA administrative fees attributable to such eligible employee shall not exceed ~~\$1450~~ **\$1480** per month. ~~Effective January 1, 2013, the School District shall contribute a sum not to exceed \$1480 per month.~~

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

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

## Section 2. Group Income Protection

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

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

Section 3. Life Insurance: The School District will pay the entire cost of the premiums for an \$80,000 term life insurance policy for the Executive Assistant. **The value of this**

benefit will be included in the employee's taxable income as required by the Internal Revenue Code Section 79.

Section 4. Dental Insurance

Subd. 1: Individual Coverage: The School District shall contribute a sum not to exceed \$45 per month toward the cost of the premium for individual coverage for each eligible employee employed by the School District who qualifies for and is enrolled in the School District's dental insurance plan. Additional cost of the premium, if any, shall be borne by the employee and paid by payroll deduction.

Subd. 1: Family Coverage: The School District shall contribute a sum not to exceed \$110 per month toward the cost of the premium for family coverage for each eligible employee employed by the School District who qualifies for and is enrolled in the School District's dental insurance plan. Additional cost of the premium, if any, shall be borne by the employee and paid by payroll deduction.

**ARTICLE V  
403B MATCHING CONTRIBUTION**

**Section 1. Eligibility.** To be eligible for contribution under this Article, an employee must have completed three years of employment and thus will be eligible for contribution in the employee's fourth year of employment.

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

<u>Year of Employment</u>	<u>2014-2015</u>	<u>2015-2016</u>
4 <sup>th</sup> year and up	\$1,000	\$1,000

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

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

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

**ARTICLE V  
OTHER BENEFITS**

Section 1: Professional Development: The School Board agrees to reimburse tuition

and fees and membership/association fees for courses and memberships which are approved in accordance with district policy.

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

## **ARTICLE VI MISCELLANEOUS**

Section 1: Probationary Period: An employee, under the provisions of this Agreement, shall serve a probationary period of one year (12 months) of continuous employment during which time the School District shall have the unqualified right to suspend without pay, discharge or otherwise discipline such employee.

## **ARTICLE VII SEVERANCE/RETIREMENT**

Section 1. Eligibility: Full-time employees who have completed at least fifteen (15) years of continuous service with the School District, and who are at least fifty-five (55) years of age, shall be eligible for severance pay pursuant to the provisions of this Article upon submission of a written resignation accepted by the School Board. Severance pay shall not be granted to any employee who is discharged for cause by the School District. This Article shall apply only to employees who retire after the execution of this contract and shall not be retroactive to any employee who retired prior to said execution date.

Section 2. Amount of Severance: Eligible employees, upon retirement, shall receive as severance pay unused sick leave days, not to exceed forty (40) days.

Section 3. Method of Pay-out:

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

deferral limit, the school district will provide the retiree or approved vendor with contribution information for the previous twelve (12) months of employment. The vendor agrees to calculate the maximum deferral limit.

Section 4. Notice: To be eligible for the benefits of this section, unless waived by the School District, an employee must notify the School District not less than ninety (90) calendar days prior to the proposed retirement date.

## **ARTICLE VIII ADDITIONAL WORK ASSIGNMENTS**

Section 1. Definition of additional work assignments: The Executive Assistant is currently assigned the additional duty to serve as the health and safety coordinator for the School District. In this capacity, the Executive Assistant is responsible for all aspects of the health and safety program for the School District. The Executive Assistant is also required to attend all school board meetings and other meetings or School Board events outside of normal working hours. These responsibilities include, but are not limited to:

Subd. 1. Complete and submit all plans, reports and documents as required by the Minnesota Department of Education, the Minnesota Department of Health and any other regulatory authorities.

Subd. 2. Coordinate the agendas, activities and minutes for the District's required Health and Safety (wellness) Committee.

Subd. 3. Prepare and maintain appropriate files in accordance with state and federal regulations pertaining to all aspects of health and safety.

Subd. 4. Organize and implement the ~~Clarity-Net~~ **SafeSchools** system of on-line instruction and testing related to health and safety and other employee training.

**Subd. 5. Organize and implement the online SafeSchools SDS (formally MSDS – Material Safety Data Sheets) to be in compliance by June 1, 2016.**

~~Subd. 5~~ **6.** Organize and implement various inspections, instruction, and record keeping in accordance with state and federal regulations.

~~Subd. 6.~~ **7.** Keep the Superintendent and the Board advised as to the health and safety activities that are planned, executed and reported. Advise the Superintendent of any deficiencies in training, equipment, materials or procedures observed in any area of the District's operations.

~~Subd. 7.~~ **8.** Attend all meetings of the School Board and perform all functions regarding such meetings or as directed by the Superintendent or Chairperson of the School Board.

Section 2. Stipend

Subd. 1. The Executive Assistant shall be paid an annual stipend for these additional work assignments for the period July 1, ~~2012, 2014~~, through June 30, ~~2014, 2015~~, in the amount of ~~\$4,000~~ **\$4200 and July 1, 2015, to June 30, 2016, the amount of \$4400** to be paid in conjunction with the regular pay schedule in twenty-four payments.

Section 3. Exempt Status. This position is exempt from the overtime provisions of the Fair Labor Standards Act, based on the following factors:

- (a) The position is salaried and earns more than \$250 per week.
- (b) The position involves performing office work directly related to management policies and general business operations of the school district.
- (c) The incumbent in this position customarily and regularly exercises discretion and independent judgment in the course of the daily work activities.

**ARTICLE IX  
SALARIES**

Section 1. Salary Increases for New Employees: A new employee shall be given a salary as agreed between the School District and the employee. An employee hired prior to January 1 shall be eligible for a salary increase effective the following July 1. An employee hired after January 1 shall not be eligible for a salary increase until the second following July 1. These salary terms may only be modified by mutual agreement in writing between the School District and the Employee at the time of initial employment.

Section 2. Longevity: The employee shall receive a longevity stipend for work hours beyond the salary shown in Article IX, Section 3, based on years of service in the position for these terms and conditions.

	<del>12/13</del> ——— <del>13/14</del>	<b>14/15</b>	<b>15/16</b>
Start of 12 <sup>th</sup> year through 13 year	<del>1.25</del> ——— <del>1.25</del>	<b>\$1.85</b>	<b>\$2.00</b>
Start of 14 <sup>th</sup> through 19 years	<del>1.75</del> ——— <del>1.75</del>	<b>\$2.35</b>	<b>\$2.50</b>
Start of 20 <sup>th</sup> year and beyond	<del>2.25</del> ——— <del>2.25</del>	<b>\$2.85</b>	<b>\$3.00</b>

Section 3. Salary for ~~2012-2014~~ **2014-2016**

<del>July 1, 2012 – June 30, 2013</del>	<del>————— \$63,231.33</del>
<del>July 1, 2013 – June 30, 2014</del>	<del>————— \$64,717.26</del>
<b>July 1, 2014 – June 30, 2015</b>	<b>\$66,658.78</b>
<b>July 1, 2015 – June 30, 2016</b>	<b>\$68,658.54</b>

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School Board Chair

Dated: July 1, 2014

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Linda Berg

Dated: July 1, 2014

# AGREEMENT

between

INTERMEDIATE SCHOOL DISTRICT NO. 917

and

OFFICE AND PROFESSIONAL EMPLOYEES  
INTERNATIONAL UNION, LOCAL 12  
AFL-CIO, CLC

Effective July 1, ~~2012~~, **2014** through June 30, ~~2014~~-**2016**

Board Approved \_\_\_\_\_

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ARTICLE I  
PURPOSE

Section 1. Parties: This Agreement is entered into between the Intermediate School District No. 917, Rosemount, Minnesota, (hereinafter referred to as the School District) and the Office and Professional Employees International Union, Local 12, AFL-CIO, CLC (hereinafter referred to as the union) pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, (hereinafter referred to as PELRA) to provide the terms and conditions of employment for office and clerical employees during the duration of this Agreement.

ARTICLE II  
RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: In accordance with the PELRA the School District recognizes the Office and Professional Employees International Union, Local 12, AFL-CIO, CLC as the exclusive representative for office and clerical employees employed by the School District of Intermediate School District No. 917, which exclusive representative shall have those rights and duties as prescribed by PELRA and as described in the provisions of this Agreement.

ARTICLE III  
APPROPRIATE UNIT

Section 1. Appropriate Unit: The union shall represent all such employees of the School District contained in the appropriate unit as defined in Article 4 of this Agreement and the PELRA and in certification by the Director of Mediation Services, Case No. 75R-603-A.

ARTICLE IV  
DEFINITIONS

Section 1. Terms and Conditions of Employment: Terms and conditions of employment means the hours of employment, the compensation therefore, including fringe benefits, except retirement contributions or benefits, and the employer's personnel policies affecting the working conditions of the employees.

Section 2. Description of Appropriate Unit: For purposes of this Agreement, the appropriate unit shall mean office and clerical employees employed by the School District, excluding the following: confidential employees, supervisory employees, essential employees, part-time employees whose services do not exceed fourteen (14) hours per week or thirty-five percent (35%) of the work week in the employee bargaining unit whichever is lesser, employees who hold the positions of a temporary or seasonal character for a period not in excess of 67 working days in any calendar year and emergency employees.

Section 3. School District: Any reference to the School District in this Agreement shall mean the School District or its designated officials or representatives.

Section 4. The first year of employment shall be defined as any days of employment prior to the last student day of the regular school calendar in the first employment agreement. The next regular school calendar becomes the second year of employment with each successful school calendar adding to the years of employment.

Section 5. Other Items: Terms not defined in this Agreement shall have those meanings as defined by the PELRA.

## ARTICLE V SCHOOL BOARD RIGHTS

Section 1. Inherent Managerial Rights: The exclusive representative recognizes that the School District is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel.

Section 2. Management Responsibilities: The exclusive representative recognizes the right and obligation of the School District to efficiently manage and conduct the operation of the School District within its legal limitations and with its primary obligation to provide educational opportunity for the students of the School District.

Section 3. Effect of Laws, Rules and Regulations: The exclusive representative recognizes that all employees covered by this Agreement shall perform the services and duties prescribed by the School District and shall be governed by the laws of the State of Minnesota, and by School Board rules, regulations, policy, directives and orders, issued by properly designated officials of the School District. The exclusive representative also recognizes the right, obligation and duty of the School District and its duly designated officials to promulgate rules, regulations, directives, policy and orders from time to time as deemed necessary by the School District insofar as such rules, regulations, directives, policy and orders are not inconsistent with the terms of this Agreement, and recognizes that the School District, all employees covered by this Agreement, and all provisions of this Agreement are subject to the laws of the state. Any provision of this Agreement found to be in violation of any such laws, rules, regulations, directives or orders shall be null and void and without force and effect.

Section 4. Reservation of Managerial Rights: The foregoing enumeration of School District rights and duties shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and all management rights and management functions not expressly delegated in this Agreement are reserved to the School District.

ARTICLE VI  
EMPLOYEE RIGHTS

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

Section 2. Rights to Dues Check-Off:

Subd. 1. Employees shall have the right to dues check off to the union, provided that dues check off and the proceeds thereof shall not be allowed any organization that has lost its right to dues check off pursuant to Minn. Stat. § 179A.06, Subd. 6.

Subd. 2. The School District shall deduct monthly from the second paycheck each month the employee's membership dues in the union and pay the same to the union within ten (10) days following said pay periods provided that the School District shall have received from each employee on whose account such deductions are made a written assignment which shall be effective and irrevocable for a period of one (1) year from the signing date or up to the termination date of this Agreement, whichever occurs first. The union agrees to file an initiation fee and dues deduction assignment form with the School District for each employee prior to such deductions.

Section 3. Fair Share Fee:

Subd. 1. Pursuant to PELRA, employees who are not members of the union may be required to contribute a fair share fee for services rendered by the union, and the School District, upon notification by the union, shall be obligated to check off said fee from the earnings of the employee and transmit the same to the union each month.

Subd. 2. The union shall provide written notice of the amount of the fair share fee assessment to the School District and to each employee to be assessed the fair share fee.

Subd. 3. Any challenge to the fair share fee as provided by PELRA, shall not be subject to the grievance procedure.

Subd. 4. In the event a challenge is filed, the deduction for the fair share fee shall be held in escrow by the School District, pending a decision by the proper authority.

ARTICLE VII  
HOURS OF SERVICE

Section 1. Basic Work Week: The regular Monday through Friday work week shall consist of forty (40) hours, exclusive of duty free lunch period for full-time employees.

Section 2. Work Day: The normal work day for all regular full-time employees shall be eight (8) consecutive hours per day, exclusive of duty free lunch period.

Section 3. Part-time Employees: The School District shall have the right to employ such personnel as it deems desirable or necessary on a part-time or casual basis.

Section 4. Starting Time: All employees will be assigned starting times as determined by the School District.

Section 5. Lunch Period: Employees shall be provided a duty free lunch period of thirty (30) minutes.

Section 6. School Closings: Provisions for the closing of schools due to inclement weather or other exigency shall be as addressed in District Policy 466.

Section 7. Breaks: All employees covered by this Agreement shall receive a fifteen (15) minute break in the morning and a fifteen (15) minute break in the afternoon at a time determined by the supervisor.

Section 8. Overtime: All employees covered by this Agreement shall be paid at the rate of time and one-half (1-1/2) for any work over forty (40) hours per week or if required to work on the following days: President's Day; Good Friday; Day after Thanksgiving; and Christmas Eve Day. Double time shall be paid for all work performed on Sunday and on the following days: New Year's Day; Memorial Day; July 4th; Labor Day; Thanksgiving Day and Christmas Day.

Section 9. Modifications in Calendar, Length of Duty Day:

Subd. 1: Notwithstanding any other provisions of this Article, in the event of energy shortage, severe weather or other exigency, the School District may modify the duty day or duty week as appropriate, but with the understanding that the total number of hours shall not be increased, i.e., a four (4) day week with increased hours per day, but the total weekly hours not more than the regular five (5) day week.

Subd. 2. Prior to modifying the scheduled length of the duty day pursuant to Subd. 1 hereof, the School District shall afford to the union the opportunity to meet and confer on such matters.

Section 10. Duty Year: Employees will be assigned a duty year by the School District based upon the needs of the School District.

ARTICLE VIII  
COMPENSATION

Section 1. Basic Salaries - Regular Full-Time Employees:

Subd. 1. For purposes of this Article, the term regular full-time employee shall mean an employee who is paid for 940 or more hours during the fiscal year (July 1 to June 30).

Subd. 2. Full-time employees as defined herein shall be compensated on Salary Schedule A, on such level and step for the ~~2012-2013~~ **2014-2015** contract year, effective July 1, ~~2012~~, **2014** at one step over their ~~2011-2012~~ **2013-2014** placement.

Subd. 3. Full-time employees as defined herein shall be compensated on Salary Schedule B, on such level and step for the ~~2013-2014~~ **2015-2016** contract year, effective July 1, ~~2013~~, **2015**, at one step over their ~~2012-2013~~ **2014-2015** placement.

Subd. 4 – Longevity. Employees whose years of employment fall in the following categories will receive a longevity salary increase beyond the rates delineated in Schedules A and B effective July 1, ~~2012~~ or July 1, ~~2013~~.

	<del>2012/2013</del> <b>2014-2015</b>	<del>2013/2014</del> <b>2015-2016</b>
Years of Employment 12-15	<del>\$.75</del> <b>\$1.00</b>	<del>\$1.00</del> <b>\$1.00</b>
Years of Employment 16-19	<del>\$1.00</del> <b>\$1.40</b>	<del>\$1.25</del> <b>\$1.40</b>
Years of Employment 20-23	<del>\$1.25</del> <b>\$1.65</b>	<del>\$1.50</del> <b>\$1.65</b>
Years of Employment 24 or more	<del>\$1.50</del> <b>\$1.90</b>	<del>\$1.75</del> <b>\$1.90</b>

Section 2. Basic Salaries – Regular Part-time Employees:

Subd. 1. For purposes of this Article, the term regular part-time employee shall mean an employee who is paid for less than 940 hours but more than 728 hours in the fiscal year (July 1 – June 30).

Subd. 2. Regular part-time employees shall be compensated on salary Schedule A, effective July 1, ~~2012~~ **2014** and on Salary Schedule B, effective July 1, ~~2013~~. **2015** Part-time employees shall advance one (1) step on the effective salary schedule after completion of 940 paid hours. A step advancement may occur on July 1 or January 1 of the fiscal year. A regular part-time employee may not advance more than two (2) steps during the two-year contract period.

Subd. 3. On the July 1 or January 1 that a regular part-time employee becomes eligible for a step advancement paid hours in excess of 940 shall be carried forward and applied to the employees next 940 paid hours qualifying period for a step advancement.

Section 3. Successor Agreement: In the event a successor agreement is not entered into prior to July 1, ~~2014~~,**2016**, an employee shall remain at the same step as compensated during the ~~2013-2014~~ **2015-2016** contract year until a successor agreement is reached. The successor agreement shall govern step advancement.

Section 4. New Employees: A new employee shall be placed on the salary schedule as agreed between the employer and the employee and shall be eligible for step advancement on the following July 1 if employed prior to January 1. An employee hired after January 1 shall be eligible for any increase in the current rate on July 1, but shall not be eligible for step advancement until the following July 1. Thereafter, such a new employee shall be subject to all provisions of this Article, including the basic rules for regular part-time and regular full-time employees.

Section 5. Change of Classification: In the event an employee changes classification, the employee will be compensated on the same step of the new classification as paid on the prior classification.

Section 6. Salary Increases: Salary increases are not automatic and are effective only upon affirmative action by the School Board. The School Board reserves the right to withhold salary increases based upon employee performance in individual cases for cause. Withholding of salary increases based upon employee performance shall not be done without giving the employee and the union such notice two (2) weeks prior to the point in time when District 917 service salary increases are due. An action withholding a salary increase shall be subject to the grievance procedure. It is further understood that nothing in this Agreement shall be construed to prevent the School District from paying an employee at a rate higher than as provided in this Agreement, as long as such discretion is exercised in a fair and reasonable manner.

ARTICLE IX  
403B MATCHING CONTRIBUTION

Section 1. Eligibility. To be eligible for contribution under this Article, an employee must have completed three years of employment and thus will be eligible for contribution in the employee's fourth year of service. Further, to be eligible for this contribution, an employee must be regularly employed at least 940 hours during the fiscal year, and such benefits shall not apply to employees employed for a lesser time or substitute employees.

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

<u>Year of Employment</u>	<u>Contribution</u>
4-9	\$150
10-14	\$175

15+

\$200

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

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

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

## ARTICLE X GROUP INSURANCE

### Section 1. Health and Hospitalization Insurance:

Subd. 1. Individual Coverage: Effective July 1, ~~2012,~~ **2014**, the School District shall contribute a sum not to exceed ~~\$447~~ **\$480** per month for individual coverage for each eligible employee employed by the School District who qualifies for and is enrolled in the School District group health and hospitalization plan. The cost of the premium not contributed by the School District shall be borne by the employee and paid by payroll deduction. This subdivision shall not apply to those eligible employees who select coverage under the high deductible health plan described in Subdivision 3. Effective January 1, ~~2013,~~ **2015**, the school district contribution will be ~~\$465~~ **\$540** per month. ~~Effective January 1, 2014, the school district contribution will be \$480 per month.~~

Subd. 2. Dependent Coverage: Effective July 1, ~~2012,~~**2014**, the School District shall contribute a sum not to exceed ~~\$1250~~ **\$1355** per month for dependent coverage for each eligible employee employed by the School District who qualifies for and is enrolled in the School District group health and hospitalization plan and who qualifies for dependent coverage. The cost of the premium not contributed by the School District shall be borne by the employee and paid by payroll deduction. This subdivision shall not apply to those eligible employees who select coverage under the high deductible health plan described in Subdivision 4. Effective January 1, ~~2013,~~**2015**, the school district contribution will be ~~\$1290~~ **\$1400** per month. ~~Effective January 1, 2014, the school district contribution will be \$1355 per month.~~

### Subd. 3. Individual High Deductible Coverage:

- (a) Eligible employees shall have the option of enrolling in a high deductible coverage option of the school district's health and hospitalization plan. The high deductible coverage shall be a qualified high deductible health plan within the meaning of Section 223 of the Internal Revenue Code of

1986, as amended from time to time. Each eligible employee enrolled in the high deductible coverage shall be eligible for a contribution to a health savings account (“HSA”) of such employee in accordance with the Intermediate School District No. 917 Flex Choice Plan (the “Flex Choice Plan”). The total monthly contribution by the school district toward the cost of the premium of the high deductible coverage, the HSA contribution, and the HSA administrative fees attributable to such eligible employee shall not exceed \$447 ~~\$480~~ beginning July 1, 2012. **2014.** ~~Effective January 2, 2013, this amount shall not exceed \$465 per month and effective January 1, 2014, this amount shall not exceed \$480 per month.~~ **Effective January 1, 2015, this amount shall not exceed \$540 per month.**

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

Subd. 4. Family High Deductible Coverage:

- (a) Eligible employees shall have the option of enrolling in a high deductible coverage option of the school district’s health and hospitalization plan. The high deductible coverage shall be a qualified high deductible health plan within the meaning of Section 223 of the Internal Revenue Code of

1986, as amended from time to time. Each eligible employee enrolled in the high deductible coverage shall be eligible for a contribution to a health savings account (“HSA”) of such employee in accordance with the Intermediate School District No. 917 Flex Choice Plan (the “Flex Choice Plan”). The total monthly contribution by the school district toward the cost of the premium of the high deductible coverage, the HSA contribution, and the HSA administrative fees attributable to such eligible employee shall not exceed \$1250 ~~\$1355~~ beginning July 1, 2012. ~~2014. Effective January 1, 2013, this amount shall not exceed \$1290 per month and effective January 1, 2014, the school district amount shall not exceed \$1355 per month.~~ **Effective January 1, 2015, this amount shall not exceed \$1400 per month.**

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

Subd. 5. Changes in Coverage under High Deductible Coverage: If an eligible employee who qualifies for and is enrolled in coverage under the high deductible coverage option of the school district’s health and hospitalization plan changes the type of coverage during a calendar year (e.g., from individual coverage under the high deductible coverage option to family coverage under the high deductible coverage option; from family coverage under the high deductible coverage option to individual coverage under the high deductible coverage option; from family or individual coverage under the high deductible coverage option to no coverage under the high deductible coverage option),

the school district's contribution to the employee's HSA shall change accordingly. The change in the amount of HSA contributions shall be effective coincident with the change in the type of coverage under the high deductible coverage option.

Section 2. Dental Insurance:

Subd. 1. Individual Coverage: Effective July 1, 2012, the School District shall contribute a sum not to exceed \$42 per month toward the cost of the premium for individual coverage for each eligible employee employed by the School District who qualifies for and is enrolled in the School District's dental insurance plan. The cost of the premium not contributed by the School District shall be borne by the employee and paid by payroll deduction.

Subd. 2. Dependent Coverage: Effective July 1, 2012, the School District shall contribute a sum not to exceed \$95 per month toward the cost of the premium for dependent coverage for each eligible employee employed by the School District who qualifies for and is enrolled in the School District's dental insurance plan. The cost of the premium not contributed by the School District shall be borne by the employee and paid by payroll deduction.

Section 3. Life Insurance: Effective September 1, 2012, the School District will provide a \$50,000 term life insurance policy for each eligible employee.

Section 4. Group Income Protection: The School District will pay each month the premium for income protection insurance for each eligible employee. The income protection plan shall include the following:

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

Section 5. Claims Against the School District: It is understood that the School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

Section 6. Description of Benefits: The parties agree that any description of insurance benefits contained in this Article is intended to be informational only and the eligibility of any employee for benefits shall be governed by the terms of the insurance policy.

Section 7. Eligibility: Full-time and permanent part-time employees regularly employed 940 or more hours per year, shall be eligible for School District insurance

contributions as provided in this Article. Employees employed for a lesser period of time shall not be entitled to any contribution under this Article.

## ARTICLE XI FLOATING HOLIDAYS

Section 1. Floating Holidays: Effective July 1, 2004, those employees who have five (5) or more years of employment with the School District and who work 215 or more days per year, will receive seven (7) floating holidays as part of their assigned number of duty days. The employee shall request, in writing, the specific days to be used as floating holidays, which request shall be subject to approval by the employee's supervisor, based upon the needs of the School District. Days shall be based on the daily hours of the employee.

## ARTICLE XII LEAVES OF ABSENCE

### Section 1. Sick Leave:

Subd. 1. An eligible employee shall earn sick leave at the rate of one (1) day for each month of service in the employ of the school district. For purposes of this section an employee who works 221 or more days per year shall accrue twelve (12) days sick leave per year. An employee who works between 201 and 220 days per year shall accrue eleven (11) days sick leave per year; an employee who works 200 or less days per year shall accrue ten (10) days sick leave per year. A day shall be credited based upon the number of hours that the employee works on a daily basis.

Subd. 2. Annual sick leave shall accrue at the beginning of the fiscal year. Employees using sick days in excess of those earned and accredited to their account shall have compensation for those excess days used withheld from their pay.

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

Subd. 4. Sick leave with pay shall be allowed by the School District whenever an employee's absence is found to have been due to illness, which prevented his/her attendance and performance of duties on that day or days. The School District may require an employee to furnish a medical certificate from a qualified physician as evidence of illness, indicating such absence was due to illness, in order to qualify for sick leave pay. In the event that a medical certificate will be required, the employee will be so advised. An employee may use one (1) day of accumulated sick leave for each day of illness or disability of the employee's child who is less than eighteen (18) years old, for such reasonable periods as the employee's attendance with the child may be necessary, on the same terms the employee is able to use sick leave benefits for the employee's own illness (Minn. Stat. § 181.9413).

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

Subd. 6. Sick leave pay shall be approved only upon submission on the online absence system.

Subd. 7. Each school year, it shall be the option of each bargaining unit member to contribute one (1) personal leave day to establish and maintain a paid sick leave bank up to 150 days. One or before June 1, the business office will electronically prompt bargaining unit members to indicate whether or not they wish to contribute to the sick leave bank. The paid sick leave bank shall be administered by the President of the Association and the Superintendent. Paid sick leave days shall be available only for serious illness or injury of bargaining unit members who have exhausted all of their paid leave options. No bargaining unit member may be granted from the pool of sick leave days more than is needed to become eligible for long-term disability. Eligibility decisions are not subject to the grievance procedure.

## Section 2. Worker's Compensation:

Subd. 1. Upon the request of an employee who is absent from work as a result of a compensable injury incurred in the service of the School District, under the provisions of the Worker's Compensation Act, the School District will pay the difference between the compensation received pursuant to the Worker's Compensation Act by the employee and the employee's regular rate of pay to the extent of the employee's earned accrual of sick leave.

Subd. 2. A deduction shall be made from the employee's accumulated sick leave accrual time according to the prorated portions of days of sick leave time which is used to supplement worker's compensation.

Subd. 3. Such payment shall be paid by the School District to the employee only during the period of disability.

Subd. 4. In no event shall the additional compensation paid to the employee by virtue of sick leave pay result in the payment of a total daily, weekly, or monthly compensation that exceeds the normal compensation of the employee.

Subd. 5. An employee who is absent from work as a result of an injury compensable under the Worker's Compensation Act who is receiving workers compensation payments may elect to use available sick leave for the difference between the workers compensation payment and their regular pay.

## Section 3. Death and Illness Leave:

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

Subd. 2. Upon approval of the superintendent or his/her designee, up to ~~five (5)~~ **twenty (20)** days sick leave per year will be granted for the ~~severe~~ **illness or injury** of the following: employee's spouse, parent, ~~or~~ children, **sibling, grandparent, step-parents, grandchild, or spouse's mother or father.**

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

#### Section 4. Medical Leave:

Subd.1. An eligible employee who is unable to work because of illness or injury and who has exhausted all sick leave credit available or has become eligible for long-term disability compensation shall, upon request, be granted a medical leave of absence, without pay, up to six (6) months. The School District may, at its discretion, renew such leave and request for renewal shall be accompanied by a written doctor's statement. The union shall be notified of an employee granted such leave.

Subd. 2. A request for leave of absence under this section shall be accompanied by a written doctor's statement outlining the condition of health and estimated time at which the employee is expected to be able to resume the employee's normal responsibilities.

Subd. 3. Any person employed to replace an employee on a medical leave shall be considered a temporary employee and shall be automatically terminated upon the return of the employee on medical leave.

Subd. 4. An employee who is disabled due to pregnancy may use their available sick leave during the time of physician-determined disability unless the employee is on child care leave.

Section 5. Jury Duty: An employee who is called for jury duty will be reimbursed for the difference between the amount paid for such services and his/her straight time hourly rate for his/her regular scheduled hours of work during the period of service. Employees will be expected to report for their regular duties when temporarily excused from attendance at court.

#### Section 6. ~~Child Care~~ Parental Leave:

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

~~Subd. 2. The employee shall notify the superintendent in writing no later than the end of the fifth month of pregnancy and, also at such time, provide a physician's statement indicating the estimated date of delivery of the child.~~

Subd. 3. **2.** The employee shall submit a written request to the superintendent for a ~~child-care~~ **parental** leave including commencement date and return date.

~~Subd. 4. **3.** The effective beginning date of such leave and its duration shall be submitted by the superintendent to the School Board for approval.~~

~~Subd. 5. **4.** The parties agree that periods of time for which the employee is on ~~child-care~~ **parental** leave shall not be counted in determining the completion of the probationary or trial period.~~

Subd. 6. **5.** An employee who returns from ~~child-care~~ **parental** leave within the provisions of this section shall retain all previous work experience credit and any unused leave time earned under the provisions of this Agreement prior to the beginning of the leave. The employee shall not accrue any additional work experience credit for leave time during the period of child care leave.

Subd. 7. **6.** An employee on ~~child-care~~ **parental** leave is eligible to participate in group insurance programs if permitted under the insurance policy provisions. The employee shall be responsible for the full cost of the premium of the insurance programs selected and will begin paying the district at the beginning of the leave. The right to continue participation in such group insurance programs, however, will terminate if the employee does not return to the School District pursuant to this section.

Subd. 8. **7.** The parties further agree that any child care leave of absence granted under this section shall be a leave without pay.

## **Section 7. Maternity/Adoption Leave**

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

Subd. 2. **A pregnant employee shall notify the superintendent in writing, not later than the end of the sixth month of pregnancy, and, also at such time provide a physician's statement indicating the estimated date of delivery of the child. The**

**employee shall submit a written request to the superintendent for the use of paid sick leave, including commencement date and return date. The time periods provided herein can be modified by the employee's physician.**

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

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

Section 7- 8. Military Leave: Military leave shall be granted to employees covered by this Agreement pursuant to applicable Minnesota Statutes.

Section 8. 9. General Leave:

Subd. 1. Full-time and regular part-time employees in the School District may apply in writing for an unpaid leave of absence, subject to the provisions of this section. The granting of such leave shall be at the sole discretion of the School Board.

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

Section 9- 10. Personal Leave

Subd. 1. Effective July 1, 2004, employees who are in their first year of employment with the school district shall be eligible for one (1) day of personal leave. Employees in their second year of employment with the School District and thereafter shall be eligible for two (2) days of personal leave per year. Personal leave shall be allowed to accumulate to a total of four (4) days.

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

A personal leave day normally shall not be granted for the day preceding or the day following holidays or vacation periods and the first ten (10) duty days and the last ten (10) duty days of the school year. Exceptions may be made with the approval of the superintendent.

Personal leaves shall not be granted during parent conference days, in-service days or other days when it is critical that the employee be in attendance.

Personal leave requests may be denied on a particular day if other employees in the same unit/department have already been granted personal leave which would be disruptive of the functioning of the particular program/department.

Subd. 3. At the beginning of each employment year, employees will be credited with the number of days of personal leave specified in Section 11, Subd. 1, herein. Those employees who have accumulated three (3) days of personal leave or more prior to the beginning of any year shall receive a lump sum payment of \$100.00 for each day beyond four for which they become eligible in lieu of being granted additional days beyond four.

Subd. 4. Usage of personal leave shall be requested as early as practicable.

Section 10. 11. Eligibility: Full-time and permanent part-time employees regularly employed by the School District who meet the conditions of Article IV, Section 2 for inclusion in the unit, shall be eligible for leaves of absence as outlined in this Article on a pro rata basis for their work week based on the forty (40) hour week. Employees employed for a lesser period of time shall not be entitled to any benefits under this Article.

Section 11. 12. Insurance Application:

Subd. 1. An employee shall be eligible for insurance contributions as provided in Article X of this Agreement during any month that the employee provides regular service at least one (1) day during the month, or during any month that such employee is continuously on paid sick leave pursuant to Section 11, Subd. 1, of this Article.

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

- a. Any month in which the employee does not receive either pay for actual service rendered or during any month in which the employee is absent but not entitled to sick leave pursuant to Section 11, Subd 1, of this Article.
- b. Any month in which the employee receives worker's compensation for the entire month, whether or not supplemented by sick leave.
- c. Any month in which the employee is receiving long-term disability insurance benefits for the entire month.

Subd. 3. An employee being compensated pursuant to Section 11, Subd 1, hereof, may, however, continue to participate in group insurance plans if permitted under the insurance policy provisions, but shall pay the entire premium for such program as he/she wishes to retain during such period of employment relationship. It is the responsibility of the employee to make arrangements with the school business office to

pay to the School District the monthly premium amounts in advance and on such date as determined by the School District. The right to continue participation in such group insurance programs, however, will discontinue upon termination of employment.

Section 12.13. Return From Leave: An employee returning from a leave pursuant to this Article, shall be reemployed in the employee's former position or one of like level in pay for which the employee was qualified prior to the leave, provided that the employee returns on the date approved by the School District. Failure of the employee to return pursuant to the date determined in this section shall constitute grounds for termination in the School District.

Section 13. 14. Accrued Benefits - Unpaid Leaves: An employee on an unpaid leave pursuant to this Article shall retain such amounts of experience credit for pay purposes and other accrued benefits, if any, which he/she had accrued at the time he/she went on leave for use upon his/her return. No additional experience credit for pay purposes or other benefits shall accrue for the period of time that an employee is on leave under this section.

Section 14. 15. Accrued Benefits - Paid Leaves: An employee on an extended leave where compensation is involved, including sick leave and worker's compensation shall be eligible for normal accruals for sick leave during any month in which the employee actually performs services. However, an employee shall not be eligible for accrual of sick leave during any month in which the employee does not perform services because of absence on paid sick leave or during the entire month the employee is being compensated by worker's compensation or long-term disability insurance.

### ARTICLE XIII VACATION LEAVE

Section 1. Eligible Employee: **Full-time and permanent part-time employees regularly employed by the School District who meet the conditions of Article IV, Section 2, for inclusion in the unit, shall be eligible for vacation as outlined in this Article.** ~~An eligible employee for the purpose of this section is an employee who works 215 days or more per year.~~ A day shall be credited based upon the number of hours **per day** that the employee works on a regular basis.

Section 2. Vacation Earned: Commencing in the second year of employment, an employee shall receive ~~five (5) days of~~ **vacation days** as part of their assigned number of duty days, which shall accrue at the beginning of the school year. The employee shall request, in writing, the specific day(s) to be used as vacation, which request shall be subject to approval by the employee's supervisor, based upon the needs of the School District. **The following work day schedule will be applied to determine the number of vacation days assigned.**

**215 days to 235 days – 5 vacation days**  
**194 days to 214 days – 4 vacation days**  
**173 days to 193 days – 3 vacation days**  
**152 days to 172 days – 2 vacation days**

**131 days to 151 days – 1 vacation day**

ARTICLE XIV  
DISCIPLINE, DISCHARGE AND PROBATIONARY PERIOD

Section 1. Probationary Period: An employee, under the provisions of this Agreement, shall serve a probationary period of one calendar year during which time the School District shall have the unqualified right to suspend without pay, discharge or otherwise discipline such employee.

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

Section 3. Trial Period, Change of Classification: An employee transferred or promoted to a different classification shall serve a trial period of two (2) months in any such new classification. During this two (2) month trial period, if it is determined by the School District that the employee's performance in the new classification is unsatisfactory, the School District shall have the right to reassign the employee to his/her former classification. However, upon the mutual consent of the School District and the union, this trial period may be extended for an additional one (1) month.

ARTICLE XV  
VACANCIES AND JOB POSTING

Section 1. Posting of Vacancies: All permanent position vacancies will be posted for a one (1) week period in all buildings with an ISD 917 clerical position. A permanent position vacancy is defined as one lasting more than six (6) months. A permanent position vacancy may be filled temporarily pending completion of posting and application procedures.

Section 2. Application for Vacancies: All employees under this Agreement, including those on layoff status, may submit application in writing for any vacancy which is posted pursuant to this Article.

Section 3. Mailed Notice: Employees of the unit desiring to be personally notified of any vacancies occurring within the unit may provide a stamped, self-addressed envelope. If the personnel office of the School District is provided with such an envelope on file when a vacancy is posted, the School District will automatically forward the vacancy notice to the employee.

Section 4. Notice of Filling a Vacancy: Notice of the candidate selected to fill a vacancy shall be posted in all buildings.

Section 5. Filling of Vacancies: In filling a vacancy within the appropriate unit, the School District will first consider the applications of qualified employees of the unit who have made application. Determination and assessment of qualifications shall be as determined by the

School District. In cases of promotion, the seniority of the employee shall be considered and applied, along with other relevant factors. If qualifications are substantially equal, as determined by the School District, the senior employee shall be given preference. An unsuccessful candidate may seek review of the matter providing a written appeal is made to the superintendent within ten (10) days after notice has been posted. However, the decision of the superintendent shall be final and binding and such decision shall not be subject to the grievance procedure.

Section 6. Administrative Transfers: Seniority and posting shall not apply in lateral transfer involving permanent employees. Transfer of this nature will be discussed with the union prior to final disposition.

## ARTICLE XVI SENIORITY AND LAYOFF

### Section 1. Recognition:

Subd. 1. The parties to this Agreement recognize the principle of seniority in the application of this Agreement within classifications concerning layoff and shift preference.

Subd. 2. Seniority is defined as the length of continuous service, both part-time and full-time, in the School District in the appropriate unit commencing on the most recent date an employee began work in a position within the unit. There shall be one master seniority list. Such list shall contain names and seniority dates of all employees within the unit in the order of their seniority.

Subd. 3. The seniority list shall be updated twice a year, on January 1st and July 1<sup>st</sup>. Seniority status on that date shall prevail for six (6) months.

Subd. 4. In computing employee seniority, continuous part-time employment shall be prorated as it relates to full-time employment and included in the full-time employment seniority computation.

Section 2. Date: Employees within the appropriate unit shall acquire seniority upon completion of the probationary period as defined in this Agreement and upon acquiring seniority, the seniority date shall relate back to the most recent date of employment within the appropriate unit and shall be accumulative only within this appropriate unit. If more than one employee is hired on the same date, seniority shall be determined by lot.

Section 3. Employees Leaving Unit: Employees who leave this unit but remain in the employ of the School District will retain seniority accrued while a member of the unit, but will not accrue additional seniority until returning to the unit. Such accrued seniority rights may be exercised to return to the bargaining unit only if their non-unit position with the School District has been eliminated.

Section 4. Layoff: The parties agree that seniority within the collective bargaining unit shall be the basis for reductions in staff. If a reduction of the office and clerical staff is necessary due to economic or other reasons and one or more employees are to be laid off, the employee(s) so affected may first accept any open permanent position(s) within one (1) calendar week of the date of notification by the District. If no such position is available or accepted, the affected employee may accept the layoff or elect to replace: (1) the employee with the least seniority in the same classification provided the employee is qualified to satisfactorily perform the duties of such position, or (2) in the event the duties of the employee with least seniority are greatly dissimilar to those of the affected employee, the affected employee may replace the next least senior employee in the same classification provided the employee is qualified to satisfactorily perform the duties of such position. For purposes of this paragraph, the School District shall determine whether or not positions are greatly dissimilar and any grievance related to this question may be processed by an employee only through the School Board review as provided in Section 6 of this Article. On this issue the decision of the School Board shall be final and binding and such decision may not be appealed to the arbitrator.

In the event no such replacement opportunity exists in the same classification, the affected employee may elect to replace the employee with the least seniority in the next or successively lower classification, provided the employee is qualified to satisfactorily perform the duties of such position.

Subd. 1. In the event of a demotion as a result of bumping or other circumstances, an employee so demoted shall be compensated on the same step on the salary schedule as occupied prior to the demotion in the new classification.

Subd. 2. Notice of such layoffs shall be given at least two (2) weeks before the scheduled layoff, except twenty-four (24) hours in cases of emergency, including labor disputes, or at the sole discretion of the District shall receive ten (10) days pay in lieu thereof.

Subd. 3. Employees shall be recalled in order of seniority for a position within the same classification held prior to layoff or a lower classification for which qualified. If a position becomes available for a qualified employee on layoff, the School District shall mail by certified mail the notice to such employee who shall have seven (7) calendar days from the date of mailing of such notice to accept the reemployment. If written acceptance is not received by the district within such seven (7) calendar day period, it shall constitute a waiver on the part of such employee to any further rights of employment or reinstatement and (the employee) shall forfeit any future reinstatement or employment rights. The employee must accept the first offer of rehiring at same classification from which the employee was laid off or the employee shall be removed from the recall list. The employee may refuse an offer for a lower classification position without losing recall rights to a position at the same classification from which the employee was laid off. However, once an employee is offered a lower classification position and refuses such offer, only higher classification positions need be offered.

Subd. 4. An employee recalled and reinstated shall receive the rate of pay corresponding to the step the employee was receiving at the time of layoff and in the classification of the new position to which recalled.

Subd. 5. All employees on the layoff list should be considered for all openings for which qualified prior to hiring a person not employed by the School District.

Subd. 6. An employee on layoff shall retain his/her seniority and right to recall within classification in seniority order for a period of one (1) year after the date of layoff.

Section 5. Loss of Seniority: Seniority shall be lost due to resignation, discharge for cause, failure to return from layoff in the time required, or absence for any reason for more than one (1) year.

## ARTICLE XVII SEVERANCE/RETIREMENT

Section 1. Eligibility: Full-time employees who have completed at least fifteen (15) years of continuous service with the School District, and who are at least fifty-five (55) years of age, shall be eligible for severance pay pursuant to the provisions of this Article upon submission of a written resignation accepted by the School Board. Severance pay shall not be granted to any employee who is discharged for cause by the School District. This Article shall apply only to employees who retire after the execution of this contract and shall not be retroactive to any employee who retired prior to said execution date.

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

Section 3. Method of Pay-out:

- a. Subject to the limitations listed below, the School District will contribute an amount equal to the value of the employee's severance pay directly into the School Board approved 403(b) vendor account. The retiree will not receive any direct payment from the school district for the severance pay.
- b. The School District's annual contribution into the School Board approved 403b vendor account must not exceed the IRS contribution limit. If the amount calculated in a. exceeds the available limits in the year of separation, the excess amount will be paid out in cash and not be tax sheltered.
- c. The school district contribution(s) (into the approved 403b vendor account) will be made according to the same timeline as was provided for the direct payment of the severance pay.

- d. The school district will make the severance pay contributions to the School Board approved 403b vendor. For purposes of calculating the maximum deferral limit, the School District will provide the retiree or approved vendor with contribution information for the previous twelve (12) months of employment. The vendor has agreed to calculate the maximum deferral limit.

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

## ARTICLE XVIII GRIEVANCE PROCEDURE

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

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

### Section 3. Definitions and Interpretations:

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

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

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

Section 4. Time Limitation and Waiver: Grievances shall not be valid for consideration unless the grievance is submitted in writing to the School District's designee, setting forth the facts and the specific provisions of the Agreement allegedly violated and the particular relief sought within twenty (20) days after the date the event giving rise to the grievance occurred or within twenty (20) days of the date the employee(s) through use of reasonable diligence, should have had knowledge of such event. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance. An effort shall first be made

to adjust an alleged grievance informally between the employee and the School District's designee.

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

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

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

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

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

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

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

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

Subd. 3. Selection of Arbitrator: Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within ten (10) days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an

arbitrator is reached, either party may request the Bureau of Mediation Services to appoint an arbitrator, pursuant to Minn Stat. § 179A.21, Subd. 2, providing such request is made within twenty (20) days after the request for arbitration. The request shall ask that the appointment be made within thirty (30) days after the receipt of said request. Failure to agree upon an arbitrator or the failure to request an arbitrator from the BMS within the time periods provided herein shall constitute a waiver of the grievance.

Subd. 4. Submission of Grievance Information: Upon appointment of the arbitrator, the parties shall provide the arbitrator the submission of the grievance which shall include the following:

- a. The issues involved.
- b. Statement of the facts.
- c. Position of the grievant.
- d. The written documents relating to Section 5 of this grievance procedure.

Subd. 5. Hearing: The grievance shall be heard by a single arbitrator and both parties may be represented by such a person or persons they may choose and designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing de novo.

Subd. 6. Decision: The decision by the arbitrator shall be rendered within thirty (30) days after the close of the hearing. Decisions by the arbitrator in cases properly before him/her shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided by in the PELRA.

Subd. 7. Expenses: Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party or if the request is mutual, the cost shall be shared. The parties shall share equally fees and expenses of the arbitrator and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration.

Subd. 8. Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written Agreement, nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein; nor shall the jurisdiction of the arbitrator extend to matters limited or excluded by PELRA.

Subd. 9. Election of Remedies and Waiver: A party instituting any action, proceeding or complaint in a federal or state court of law, or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this Article. Upon instituting a proceeding in another forum as outlined herein, the employee shall waive his/her right to initiate a grievance pursuant to this Article, or, if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived. This section shall not apply to actions to compel arbitration as provided in this Agreement or to enforce the award of an arbitrator.

## ARTICLE XIX MISCELLANEOUS

Section 1. Tax Sheltered Annuity: The employer will make available to employees a tax shelter annuity program pursuant to Minn. Stat. §123.25, Subd. 12, and School Board policy.

Section 2. Union Stewards: The employer recognizes the right of the union to designate job stewards or job committees from the employees to handle such union business as may from time to time be delegated to such stewards or committee by the union.

Section 3. Notice to Union: The Union Business representative and ISD 917 Local President shall be notified via e-mail relative to layoffs, leaves of absence, job postings, job titles by levels, job descriptions, and the semi-annual seniority list.

Section 4. New Positions: In the event the School District creates new positions in the appropriate unit that are not covered by a present classification structure in the Agreement, prior to establishing the position, the School District shall notify the Union Business Representative, with a copy to the ISD 917 Local president, by U.S. Mail, facsimile or e-mail of the compensation to be paid for such position. In the event of disagreement, the union shall have the right to meet and negotiate pursuant to PELRA on the compensation for such position. For purposes of this position, and in the event of impasse, the impasse procedures of PELRA may be utilized.

Section 5: The School District will not hire clerical unit members who are new to the District above the lowest paid employee in the classification within the salary schedule without notifying the Union Business Representative with a copy to the ISD 917 Steward by U.S. Mail, facsimile or e-mail prior to making the wage offer.

Section 6. Pay Days: Regularly employed part-time and full-time employees shall be paid twice monthly.

Section 7. Temporary Assignments: An employee who is temporarily assigned by the School District the major duties and responsibilities of another employee at a higher level shall

receive an additional twenty-five cents (.25) per hour if assigned to such position five (5) or more consecutive days, retroactive to the first day.

ARTICLE XX  
DURATION

Section 1. Terms and Reopening Negotiations: This Agreement shall remain in full force and effect from July 1, ~~2012~~, **2014**, through June 30, ~~2014~~. **2016**. It is understood that in the event Agreement negotiations extend beyond June 30, ~~2014~~, **2016**, salary increases shall be held in abeyance until ratification of a new Agreement occurs. If either party desires to modify or amend this Agreement commencing on July 1, ~~2014~~, **2016**, it shall give written notice of such intent no later than May 1, ~~2014~~. **2016**. Unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety (90) calendar days prior to the expiration of this Agreement.

Section 2. Effect: This Agreement constitutes the full and complete Agreement between the School District and the exclusive representative. The provisions herein relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, School Board policies, rules or regulations, concerning terms and conditions of employment inconsistent with these provisions.

Section 3. Finality: Any matters relating to the terms and conditions of employment, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement, except if mutually agreed by the parties.

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

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

OFFICE AND PROFESSIONAL EMPLOYEES  
INTERNATIONAL UNION, LOCAL 12  
AFL-CIO, CLC

INTERMEDIATE SCHOOL DISTRICT  
NO. 917

\_\_\_\_\_  
Negotiating Committee

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Business Representative

\_\_\_\_\_  
Clerk

Dated: December 4, 2012

Dated: December 4, 2012

2012-2013 Account Clerk Salary Schedule

-	Acct. Payable Clerk	Acct. Receivable Clerk
SAFE Points	141-181	223-263
Step 1	18.05	19.70
Step 2	18.41	20.09
Step 3	18.78	20.50
Step 4	19.15	20.91
Step 5	19.54	21.32
Step 6	19.93	21.75
Step 7	20.33	22.19
Step 8	20.73	22.63
Step 9	21.15	23.08
Step 10	21.57	23.54
Step 11	22.00	24.01
Step 12	22.44	24.49
Step 13	22.89	24.98
Step 14	23.35	25.48
Step 15	23.82	25.99
Step 16	24.29	26.51
Step 17	24.78	27.04

2013-2014 Account Clerk Salary Schedule

-	Acct. Payable Clerk	Acct. Receivable Clerk
SAFE Points	141-181	223-263
Step 1	18.05	19.70
Step 2	18.41	20.09
Step 3	18.78	20.50
Step 4	19.15	20.91
Step 5	19.54	21.32
Step 6	19.93	21.75
Step 7	20.33	22.19
Step 8	20.73	22.63
Step 9	21.15	23.08
Step 10	21.57	23.54
Step 11	22.00	24.01
Step 12	22.44	24.49
Step 13	22.89	24.98
Step 14	23.35	25.48
Step 15	23.82	25.99
Step 16	24.29	26.51
Step 17	24.78	27.04
Step 18	25.27	27.58

2012-2013 Information Management Salary Schedule

-	Info. Mgt. I	Info. Mgt. II	Info. Mgt. III
SAFE Points	100-140	141-181	182-222
Step 1	16.86	18.05	19.51
Step 2	17.20	18.41	19.90
Step 3	17.54	18.78	20.30
Step 4	17.89	19.15	20.70
Step 5	18.25	19.54	21.12
Step 6	18.61	19.93	21.54
Step 7	18.99	20.33	21.97
Step 8	19.37	20.73	22.41
Step 9	19.75	21.15	22.86
Step 10	20.15	21.57	23.32
Step 11	20.55	22.00	23.78
Step 12	20.96	22.44	24.26
Step 13	21.38	22.89	24.74
Step 14	21.81	23.35	25.24
Step 15	22.25	23.82	25.74
Step 16	22.69	24.29	26.26
Step 17	23.15	24.78	26.78

2013-2014 Information Management Salary Schedule

-	Info. Mgt. I	Info. Mgt. II	Info. Mgt. III
SAFE Points	100-140	141-181	182-222
Step 1	16.86	18.05	19.51
Step 2	17.20	18.41	19.90
Step 3	17.54	18.78	20.30
Step 4	17.89	19.15	20.70
Step 5	18.25	19.54	21.12
Step 6	18.61	19.93	21.54
Step 7	18.99	20.33	21.97
Step 8	19.37	20.73	22.41
Step 9	19.75	21.15	22.86
Step 10	20.15	21.57	23.32
Step 11	20.55	22.00	23.78
Step 12	20.96	22.44	24.26
Step 13	21.38	22.89	24.74
Step 14	21.81	23.35	25.24
Step 15	22.25	23.82	25.74
Step 16	22.69	24.29	26.26
Step 17	23.15	24.78	26.78
Step 18	23.61	25.27	27.32

2012-2013 Admin. Asst. Salary Schedule

-	Admin. Asst. I	Admin. Asst. II	Admin. Asst. III
SAFE Points	80-120	121-161	162-202
Step 1	16.69	17.87	19.31
Step 2	17.02	18.23	19.70
Step 3	17.36	18.59	20.09
Step 4	17.71	18.96	20.49
Step 5	18.07	19.34	20.90
Step 6	18.43	19.73	21.32
Step 7	18.80	20.12	21.75
Step 8	19.17	20.53	22.18
Step 9	19.55	20.94	22.62
Step 10	19.95	21.36	23.08
Step 11	20.35	21.78	23.54
Step 12	20.75	22.22	24.01
Step 13	21.17	22.66	24.49
Step 14	21.59	23.12	24.98
Step 15	22.02	23.58	25.48
Step 16	22.46	24.05	25.99
Step 17	22.91	24.53	26.51

2013-2014 Admin. Asst. Salary Schedule

-	Admin. Asst. I	Admin. Asst. II	Admin. Asst. III
SAFE Points	80-120	121-161	162-202
Step 1	16.69	17.87	19.31
Step 2	17.02	18.23	19.70
Step 3	17.36	18.59	20.09
Step 4	17.71	18.96	20.49
Step 5	18.07	19.34	20.90
Step 6	18.43	19.73	21.32
Step 7	18.80	20.12	21.75
Step 8	19.17	20.53	22.18
Step 9	19.55	20.94	22.62
Step 10	19.95	21.36	23.08
Step 11	20.35	21.78	23.54
Step 12	20.75	22.22	24.01
Step 13	21.17	22.66	24.49
Step 14	21.59	23.12	24.98
Step 15	22.02	23.58	25.48
Step 16	22.46	24.05	25.99
Step 17	22.91	24.53	26.51
Step 18	23.37	25.02	27.04

**2014-2015 Account Clerk Salary Schedule**

	Acct. Payable Clerk	Acct. Receivable Clerk
SAFE Points	141-181	223-263
Step 1	18.41	20.09
Step 2	18.78	20.50
Step 3	19.15	20.91
Step 4	19.54	21.32
Step 5	19.93	21.75
Step 6	20.33	22.19
Step 7	20.73	22.63
Step 8	21.15	23.08
Step 9	21.57	23.54
Step 10	22.00	24.01
Step 11	22.44	24.49
Step 12	22.89	24.98
Step 13	23.35	25.48
Step 14	23.82	25.99
Step 15	24.29	26.51
Step 16	24.78	27.04
Step 17	25.27	27.58
Step 18	25.78	28.14

**2015-2016 Account Clerk Salary Schedule**

	Acct. Payable Clerk	Acct. Receivable Clerk
SAFE Points	141-181	223-263
Step 1	18.78	20.50
Step 2	19.15	20.91
Step 3	19.54	21.32
Step 4	19.93	21.75
Step 5	20.33	22.19
Step 6	20.73	22.63
Step 7	21.15	23.08
Step 8	21.57	23.54
Step 9	22.00	24.01
Step 10	22.44	24.49
Step 11	22.89	24.98
Step 12	23.35	25.48
Step 13	23.82	25.99
Step 14	24.29	26.51
Step 15	24.78	27.04
Step 16	25.27	27.58
Step 17	25.78	28.14
Step 18	26.30 <sup>30</sup>	28.70

**2014-2015 Information Management Salary Schedule**

	Info. Mgt. I	Info. Mgt. II	Info. Mgt. III
SAFE Points	100-140	141-181	182-222
Step 1	17.20	18.41	19.90
Step 2	17.54	18.78	20.30
Step 3	17.89	19.15	20.70
Step 4	18.25	19.54	21.12
Step 5	18.61	19.93	21.54
Step 6	18.99	20.33	21.97
Step 7	19.37	20.73	22.41
Step 8	19.75	21.15	22.86
Step 9	20.15	21.57	23.32
Step 10	20.55	22.00	23.78
Step 11	20.96	22.44	24.26
Step 12	21.38	22.89	24.74
Step 13	21.81	23.35	25.24
Step 14	22.25	23.82	25.74
Step 15	22.69	24.29	26.26
Step 16	23.15	24.78	26.78
Step 17	23.61	25.27	27.32
Step 18	24.08	25.78	27.87
Step 19	24.56	26.30	28.42
Step 20	25.05	26.82	28.99

**2015-2016 Information Management Salary Schedule**

	Info. Mgt. I	Info. Mgt. II	Info. Mgt. III
SAFE Points	100-140	141-181	182-222
Step 1	17.54	18.78	20.30
Step 2	17.89	19.15	20.70
Step 3	18.25	19.54	21.12
Step 4	18.61	19.93	21.54
Step 5	18.99	20.33	21.97
Step 6	19.37	20.73	22.41
Step 7	19.75	21.15	22.86
Step 8	20.15	21.57	23.32
Step 9	20.55	22.00	23.78
Step 10	20.96	22.44	24.26
Step 11	21.38	22.89	24.74
Step 12	21.81	23.35	25.24
Step 13	22.25	23.82	25.74
Step 14	22.69	24.29	26.26
Step 15	23.15	24.78	26.78
Step 16	23.61	25.27	27.32
Step 17	24.08	25.78	27.87

Step 18	24.56	26.30	28.42
Step 19	25.05	26.82	28.99
Step 20	25.55	27.36	29.57

**2014-2015 Admin. Assistant Salary Schedule**

	Admin. Asst. I	Admin. Asst. II	Admin. Asst. III
SAFE Points	80-120	121-161	162-202
Step 1	17.02	18.23	19.70
Step 2	17.36	18.59	20.09
Step 3	17.71	18.96	20.49
Step 4	18.07	19.34	20.90
Step 5	18.43	19.73	21.32
Step 6	18.80	20.12	21.75
Step 7	19.17	20.53	22.18
Step 8	19.55	20.94	22.62
Step 9	19.95	21.36	23.08
Step 10	20.35	21.78	23.54
Step 11	20.75	22.22	24.01
Step 12	21.17	22.66	24.49
Step 13	21.59	23.12	24.98
Step 14	22.02	23.58	25.48
Step 15	22.46	24.05	25.99
Step 16	22.91	24.53	26.51
Step 17	23.37	25.02	27.04
Step 18	23.84	25.52	27.58
Step 19	24.31	26.03	28.13
Step 20	24.80	26.55	28.69

**2015-2016 Admin. Assistant Salary Schedule**

	Admin. Asst. I	Admin. Asst. II	Admin. Asst. III
SAFE Points	80-120	121-161	162-202
Step 1	17.36	18.59	20.09
Step 2	17.71	18.96	20.49
Step 3	18.07	19.34	20.90
Step 4	18.43	19.73	21.32
Step 5	18.80	20.12	21.75
Step 6	19.17	20.53	22.18
Step 7	19.55	20.94	22.62
Step 8	19.95	21.36	23.08
Step 9	20.35	21.78	23.54
Step 10	20.75	22.22	24.01
Step 11	21.17	22.66	24.49
Step 12	21.59	23.12	24.98
Step 13	22.02	23.58	25.48
Step 14	22.46	24.05	25.99

Step 15	22.91	24.53	26.51
Step 16	23.37	25.02	27.04
Step 17	23.84	25.52	27.58
Step 18	24.31	26.03	28.13
Step 19	24.80	26.55	28.69
Step 20	25.30	27.08	29.27

**AGREEMENT**

**between**

**INTERMEDIATE SCHOOL DISTRICT NO. 917**

**and**

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

Effective July 1, ~~2012~~, **2014**, through June 30, ~~2014~~-**2016**

**Board Approved** \_\_\_\_\_

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ARTICLE I  
PURPOSE

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

ARTICLE II  
RECOGNITION OF EXCLUSIVE REPRESENTATIVE

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

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

Section 3. Exclusive Representative Leave Time

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

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

Subd. 3. At the beginning of each school year, the Union shall be credited with ten (10) hours to be used at the discretion of the Local for the purpose of conducting its duties as exclusive representative. The Union has the option of

purchasing additional hours at the regular hourly rate (including FICA) for a substitute health associate. It is understood that if, for whatever reason, a substitute is not available on the day for which exclusive bargaining leave is requested, the approval for that leave shall be automatically rescinded. The Union President will notify the Superintendent or his/her designee at least three (3) working days prior to the date of intended leave. The Superintendent may waive the three (3) day notice.

### ARTICLE III DEFINITIONS

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

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

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

### ARTICLE IV EMPLOYEE RIGHTS

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

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

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

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

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

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

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

Section 8. Personnel Files: All evaluations and files generated with the School District relating to each employee shall be available during regular school business hours upon written request. The employee shall have the right to reproduce any contents of the file, at the employee's expense, and to submit for inclusion employee response to any material contained within. An employee may grieve a written document placed in the employee's file by the School District on the grounds that the material is false or substantially inaccurate. If it is found that the written document is false or substantially inaccurate, such false or inaccurate statements shall be deleted from the employee's file.

Section 9. Meet and Confer: Upon written request by the Union or the School District, the School District shall meet and confer with the Union on items not covered by this Agreement, pursuant to PELRA.

## ARTICLE V SCHOOL DISTRICT RESPONSIBILITIES

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

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

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

ARTICLE VI  
HOURS OF SERVICE – LENGTH OF SCHOOL YEAR

Section 1. Basic Day: The health associate's basic day, exclusive of lunch, for a full-time employee, shall be six (6) to seven and a half (7-1/2) hours per day as annually determined by the School District prior to July 1. The hours indicated in the July 1 document shall not be changed during the contract year except as mutually agreed between the health associate and the district. The duty day shall include at least 15 minutes of documentation time scheduled at a time mutually agreed to with the supervisor. However, the School District may employ such part-time health associates as it deems appropriate.

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

Subd. 2. Break Period: Employees shall receive a fifteen (15) minute paid break in the morning and a fifteen (15) minute paid break in the afternoon, at a time determined by the supervisor. If mutually agreed between the supervising teacher and health associate, the breaks may be combined to provide a lunch break. Employees who work at least four (4) hours per day shall receive a fifteen (15) minute paid break at a time determined by the supervisor. The morning break shall begin no sooner than one-half (1/2) hours after the start of the student contact day. If an employee is required to work because of an emergency or other operational need, as determined by the School District, he/she shall be paid at their regular rate of pay for the additional time.

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

**Subd. 1. At the beginning of each school year, health associates shall be provided with seven (7) hours of paid time to set up medical records for new students and to begin medical documentation. This preparation time can only be used in August or September and must be used outside of the student contact day.**

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

Section 4. Certain Absences. Health associates shall not be paid for any days on which they do not perform services in accordance with their contract and this Agreement except for absences authorized pursuant to their contracts and this

Agreement, and the School Board will in each case make appropriate deductions from pay for any such absences.

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

ARTICLE VII  
BASIC SALARIES

Section 1. Basic Salaries - Regular Employees:

Subd. 1. Effective July 1, ~~2012~~, **2014**, Health Associates shall be compensated in accordance with Salary Schedule A.

Subd. 2. Effective July 1, ~~2013~~, **2015**, Health Associates shall be compensated in accordance with Salary Schedule B.

Subd. 3. Effective July 1<sup>st</sup> of each year, eligible Health Associates will advance one step on the Salary Schedule in effect, with the exception of those employees subject to Section 3 of this Article. The School District reserves the right to withhold step advancement or other salary increase in individual cases for just cause, subject to the grievance procedure. In the event a successor agreement is not entered into prior to July 1, ~~2014~~,**2016**, an employee shall remain at the same step as compensated during ~~the 2013-2014~~ **the 2015-2016** contract year until a successor agreement is reached, which agreement shall govern step advancement, if any.

Subd. 4. Longevity: Effective July 1, ~~2012~~, **2014**, employees shall receive a longevity salary increase beyond the rates delineated in Schedules A and B of the agreement as follows:

<del>Beginning 13<sup>th</sup> year of employment service or one (1) year after the employee reaches Step 12 of the Salary Schedule in effect, whichever is sooner.</del>	<del>_____</del>	<del>\$1.40/hour</del>
<del>Beginning 18<sup>th</sup> year of employment</del>	<del>_____</del>	<del>\$2.40/hour</del>
<del>Beginning 24<sup>st</sup> year of employment</del>	<del>_____</del>	<del>\$3.40/hour</del>
<del>Beginning 24<sup>th</sup> year of employment</del>	<del>_____</del>	<del>\$4.40/hour</del>

<b>Beginning 10<sup>th</sup> year of employment or one (1) year after the employee reaches Step 9 of the Salary Schedule in effect, whichever is sooner</b>	<b>_____</b>	<b>\$.75 hour</b>
<b>Beginning 12<sup>th</sup> year of employment</b>	<b>_____</b>	<b>\$1.40/hour</b>
<b>Beginning 15<sup>th</sup> year of employment</b>	<b>_____</b>	<b>\$1.90/hour</b>
<b>Beginning 18<sup>th</sup> year of employment</b>	<b>_____</b>	<b>\$2.70/hour</b>
<b>Beginning 21<sup>st</sup> year of employment</b>	<b>_____</b>	<b>\$3.70/hour</b>

**Beginning 24<sup>th</sup> year of employment**

**\$4.70/hour**

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

Section 2. Other Obligations: In the event an employee is required to attend to student emergencies, conduct CPR classes, trainings, meetings, inservices, field trips, bus transportation, etc., outside of the employee's regularly scheduled hours, the employee shall be paid at his/her hourly rate of pay ~~for such obligations.~~ **and in accordance with Article Vi, Section 5.**

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

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

ARTICLE VIII  
GROUP INSURANCE

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

Section 2. Health and Hospitalization Insurance:

Subd. 1. Individual Coverage: Effective July 1, ~~2012~~, **2014**, the School District shall contribute an amount not to exceed ~~\$589~~ **\$639** per month for each eligible employee employed by the School District who qualifies for and is enrolled in the School District group health and hospitalization plan. Effective, January 1, ~~2013~~, **2015**, the total monthly contribution shall increase, but shall not exceed ~~\$639~~ **\$695** per month. **Effective January 1, 2016, the total monthly contribution shall increase but shall not exceed \$735 per month.** The cost of the premium not contributed by the School District shall be borne by the employee and paid by payroll deduction. This subdivision shall not apply to those eligible employees who select coverage under the high deductible health plan described in Subdivision 3.

Subd. 2. Dependent Coverage: Effective July 1, 2012,~~2014~~, the School District shall contribute an amount not to exceed ~~\$1483~~ **\$1283** per month for dependent coverage for each eligible employee employed by the School District who qualifies for and is enrolled in the School District group health and hospitalization plan and who qualifies for dependent coverage. Effective, January 1, ~~2013~~,**2015**, the total monthly contribution shall increase, but shall not exceed ~~\$1283~~ **\$1400** per month. **Effective January 1, 2016, the total monthly contribution shall increase, but shall not exceed \$1430 per month.** The cost of the premium not contributed by the School District shall be borne by the employee and paid by payroll deduction. In the event that the School District's contribution for family coverage is discriminatory or illegal, the union will hold the School District harmless and indemnify the School District from any and all action, suits, claims, damages, judgments and other forms of liability which any person may have or claim to have arising out of or by reason of the School District's contribution toward family coverage. This subdivision shall not apply to those eligible employees who select coverage under the high deductible health plan described in Subdivision 4.

Subd. 3. Individual High Deductible Coverage:

- (a) (a) Eligible employees shall have the option of enrolling in a high deductible coverage option of the School District's health and hospitalization plan. The high deductible coverage shall be a qualified high deductible health plan within the meaning of Section 223 of the Internal Revenue Code of 1986, as amended from time to time. Each eligible employee enrolled in the high deductible coverage shall be eligible for a contribution to a health savings accounts ("HSA") of such employee in accordance with the Intermediate School District No. 917 Flex Choice Plan (the "Flex Choice Plan"). Effective July 1, 2012, the total monthly contribution by the School District toward the cost of the premium of the high deductible coverage, the HSA contribution, and the HSA administrative fees attributable to such eligible employee, shall not exceed ~~\$589~~ **\$639** per month. Effective January 1, ~~2013~~ **2015**, the total monthly contribution will increase but shall not exceed ~~\$639~~ **\$695** per month **and January 1, 2016, the total monthly contribution will increase but shall not exceed \$735 per month.**
- (b) The School District shall contribute toward the cost of the premium for each eligible employee employed by the School District who qualifies for and is enrolled in individual coverage under the high deductible coverage option of the School District's health and hospitalization plan a monthly amount equal to the total monthly contribution identified in subsection (a) minus the monthly HSA contribution identified in subsection (c) and the monthly HSA administrative fees.

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

Subd. 4. Family High Deductible Coverage:

- (b) Eligible employees shall have the option of enrolling in a high deductible coverage option of the School District's health and hospitalization plan. The high deductible coverage shall be a qualified high deductible health plan within the meaning of Section 223 of the Internal Revenue Code of 1986, as amended from time to time. Each eligible employee enrolled in the high deductible coverage shall be eligible for a contribution to a health savings account ("HSA") of such employee in accordance with the Intermediate School District No. 917 Flex Choice Plan (the "Flex Choice Plan"). Effective July 1, ~~2012~~, **2014**, the total monthly contribution by the School District toward the cost of the premium of the high deductible coverage, the HSA contribution, and the HSA administrative fees attributable to such eligible employee shall not exceed ~~\$1183~~ **\$1283** per month. Effective January 1, ~~2013~~, **2015**, the total monthly contribution will increase but shall not exceed ~~\$1283~~ **\$1400** per month **and January 1, 2016, the total monthly contribution will increase but shall not exceed \$1430 per month..**
- (c) The School District shall contribute toward the cost of the premium for each eligible employee employed by the school district who qualifies for and is enrolled in individual coverage under the high deductible coverage option of the School District's health and hospitalization plan a monthly amount equal to the total monthly contribution identified in subsection (a) minus the monthly HSA contribution identified in subsection (c) and the monthly HSA administrative fees.

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

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

Section 3. Dental Insurance:

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

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

who qualifies for dependent coverage. The cost of the premium not contributed by the School District shall be borne by the employee and paid by payroll deduction.

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

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

Section 5. Life Insurance: The School District will pay each month 100 percent of the life insurance premium for an \$80,000 term life insurance policy for each full-time health associate.

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

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

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

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

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

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

## ARTICLE IX LEAVES OF ABSENCE

### Section 1. Sick Leave:

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

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

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

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

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

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

Subd. 7. A health associate who is entitled to sick leave pay, who is then receiving Worker's Compensation, may not be paid sick leave pay in an amount greater than the difference between such Worker's Compensation and his/her basic salary. Under such circumstances only that fraction of a sick leave day not covered by Worker's Compensation insurance shall be deducted from accrued sick leave.

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

Section 2. Child Care Leave:

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

~~Subd. 2.~~ An employee shall make a written request for child care leave not less than sixty (60) days in advance of usage and shall submit a written request to the superintendent for child care leave, including commencement date and return date. Such request in the case of a pregnant employee shall include a physician's statement indicating the estimated date of delivery. A pregnant employee may also use sick leave pursuant to Section 1 hereof for any period of disability, except for the period covered by an unpaid child care leave. The time periods provided herein shall be adjusted in cases of emergency.

~~Subd. 3.~~ The superintendent, after consultation with the employee, shall notify the employee in writing of the effective beginning date of such leave and its duration.

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

~~Subd. 5.~~ A child care leave of absence granted pursuant to this section shall be a leave without pay.

Section 2. Parental Leave:

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

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

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

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

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

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

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

### **Section 3. Maternity/Adoption Leave:**

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

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

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

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

Section 3. 4. Death and Illness:

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

Subd. 2. Upon approval of the Superintendent or his/her designee, up to ~~five (5)~~ **twenty (20)** days sick leave per year will be granted for the severe illness of the following: employee's spouse, child, **adult child**, brother, sister, parent, grandchild, grandparent, son or daughter-in-law, or parent-in-law. An employee may use one (1) day of accumulated sick leave for each day of illness or disability of the employee's dependent (IRS Code) for such reasonable periods as the employee's attendance may be necessary, on the same terms the employee is able to use sick leave benefits for the employee's own illness. Days used shall be deducted from sick leave.

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

Section 4-5. Jury Duty Leave: An employee summoned for jury duty shall receive his/her regular salary but shall remit to the School District any jury duty fees received. The employee shall retain any expenses or mileage allowances paid by the court.

Section 5-6. Personal Leave.

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

Year 2-4	2 days
Year 5 and beyond <del>through 9</del>	3 days
<b>Years 10 and beyond</b>	<b>4 days</b>

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

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

agreement. The next regular school calendar becomes the second year of employment.

- A. Employees in their first year of employment, not eligible for personal leave days, may be granted time off for extraordinary circumstances in emergency situations. Such days will be deducted from accumulated sick leave.
- B. An employee may be granted leave without pay at the sole discretion of the superintendent, in accordance with school board policy.

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

- A. A personal leave day normally shall not be granted for the day preceding or the day following holidays or vacation periods and the first and last ten (10) duty days of the school year.
- B. Personal leave requests may be denied on a particular day, if other employees in the same or other bargaining unit at the same instructional site have already been granted personal leave which would be disruptive of the functioning of the particular program.

Subd. 3. At the beginning of each contract year, employees will be credited with the number of days of personal leave specified in Subd. 1 herein. Those employees who have accumulated three (3) days of personal leave or more prior to the beginning of any contract year shall receive a lump sum payment of ~~one hundred dollars (\$100)~~ **one hundred twenty-five (\$125)** for each day beyond five (5) for which they become eligible in lieu of being granted additional days beyond five (5). Part-time employees as defined in Section 11 of this Article IX shall be paid a pro rata portion of the one hundred dollars (\$100) per day based upon the number of hours worked per year with 1,110 hours per year constituting full-time.

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

Section 6. 7. Insurance Application:

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

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

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

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

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

Section 8- 9. Accrued Benefits - Paid Leaves: An employee on an extended leave where compensation is involved, including sick leave and worker's compensation, shall be eligible for and shall be entitled to normal accruals for sick leave during any month in which the employee actually performs services. However, an employee shall not be eligible for accrual of sick leave during any month in which the employee does not perform services because of absence on paid sick leave or during the entire month

the employee is being compensated by worker's compensation or long-term disability insurance.

Section 9. 10. Unpaid Leave During Probationary Period: The parties agree that periods of time for which the employee is on unpaid leave shall not be counted in determining the completion of the probationary period.

Section 40. 11. Failure to Return to Work from a Leave of Absence: Failure of the employee to return to work from a leave of absence pursuant to this Article shall constitute grounds for termination by the School District.

Section 44. 12. Eligibility: To be eligible for the benefits of this Article, an employee must be a regular full-time employee employed at least 1,110 hours per year. Bargaining unit employees employed for less than 1,110 hours per year shall receive leave benefits on a pro rata basis.

## ARTICLE X PROBATIONARY PERIOD

Section 1. Probationary Period: An employee, shall serve a probationary period of three (3) calendar years of continuous employment during which time the School District shall have the unqualified right to suspend without pay, discharge or otherwise discipline such employee. **In the event the School District discharges a probationary employee at the end of a school year, and rehires the employee the following year, the employee's employment with the School District shall consider that time as continuous employment.**

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

## ARTICLE XI EMPLOYEE SUPERVISION

### Section 1. Employee Improvement Plans

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

Subd. 2. The purpose of an employee improvement plan is to improve the employee's performance up to the standards and expectations of the School District. Should the employee fail to raise his/her level of performance to the

School District's expectations, or the behavior issues continue, the School District may resort to the disciplinary measures delineated in Section 2 of this Article.

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

## Section 2. Employee Discipline

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

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

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

## Subd. 3. Suspension.

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

Subd. 4. Termination for Cause.

- (a) A health associate who has passed the probationary period may be terminated for cause at the end of a school year for any of the following reasons:
  - 1) Inefficiency;
  - 2) Neglect of duty, or persistent violation of school laws, rules, regulations, or directives;
  - 3) Conduct unbecoming a health associate which materially impairs the health associate's effectiveness;
  - 4) Other good and sufficient grounds rendering the employee unfit to perform the health associate's duties.
- (b) A health associate will not be terminated upon one of the grounds specified in clause (1), (2), (3), or (4), unless the health associate fails to correct the deficiency after being given written notice of the specific items of complaint and reasonable time within which to remedy them.
- (c) Immediate discharge. The board may discharge a non-probationary health associate, effective immediately, upon any of the following grounds:

- 1) Immoral conduct, insubordination, or conviction of a felony;
- 2) Conduct unbecoming a health associate which requires the immediate removal of the health associate from classroom or other duties;
- 3) Failure without justifiable cause to be present at assigned work place without first securing the written release of the school board;
- 4) Gross inefficiency which the health associate has failed to correct after reasonable written notice;
- 5) Willful neglect of duty; or
- 6) Continuing physical or mental disability subsequent to a 12 months leave of absence and inability to qualify for reinstatement.

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

## ARTICLE XII SENIORITY, LAYOFF AND RECALL

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

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

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

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

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

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

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

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

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

Section 6. Seniority List. Seniority list shall be published no later than February 15 each year. The list shall indicate the employees' seniority date. The list shall be posted at each school facility and the Union shall be provided with three copies of such list.

Section 7. Vacant Positions: In instances where vacant positions exist within the bargaining unit, the positions will be awarded to the most senior qualified applicant within the bargaining unit. Qualifications shall be determined by the School District's Administration. At the time of posting, the position announcement will be mailed to two union member designees, the names of such designees to be provided to the human resource office annually or as changes occur.

Section 8. Transfers – Involuntary:

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

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

#### ARTICLE XIII

#### 403b CONTRIBUTION IN LIEU OF REIMBURSEMENT FOR LICENSE RENEWAL

Section 1. As compensation to employees for the elimination of the reimbursement for license renewal program, the school district shall ~~distribute~~ **contribute** the funds that would have otherwise been available for reimbursement, in the amount of \$300 per employee.

~~Section 2. Such compensation, in the form of a district contribution into a 403(b) plan approved by the district, shall be placed in the 403(b) account for full-time (1110 hours of assignment) employees of record on September 15, of each year. The district contribution shall be made in October of each school year.~~ **The School District shall establish an account for each employee in the Minnesota State Retirement System (MSRS) Post Retirement Health Care Savings Plan. The School District shall distribute the contribution to full-time (1110 hours of assignment) employees of record on September 14, of each year. The district contribution shall be made in February of each school year.**

Section 3. Part-time employees whose assignment is at least 550 hours per year but less than 1110 hours during the school-year in which the contribution is made, shall receive ~~a contribution to their 403(b) plan~~ **distribution to their MSRS Post Retirement Health Care Savings Plan** in the amount of \$150.

#### ARTICLE XIV

#### GRIEVANCE PROCEDURE

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

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

Section 3. Definitions and Interpretations:

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

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

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

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

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

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

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

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

after the meeting, the superintendent, or his/her designee, shall issue a decision in writing to the parties involved.

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

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

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

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

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

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

arbitrator from the Bureau of Mediation Services within the time periods provided herein shall constitute a waiver of the grievance.

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

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

Subd. 6. Expenses: Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party. The parties shall share equally fees and expenses of the arbitrator and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration. The requesting party shall pay the full cost of transcribing or recording of the proceedings and transcript copy. If both parties request a transcript or recording, the cost shall be equally shared. If the second party orders a transcript after the first party has paid for transcribing and recording, the second party shall also reimburse the first party for one-half (1/2) of those costs incurred, in addition to paying for the transcript copy.

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

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

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

ARTICLE XV  
SEVERANCE/EARLY RETIREMENT

Section 1. Eligibility: Full-time employees who have completed at least fifteen (15) years of continuous service with the School District, and who are at least fifty-five (55) years of age, shall be eligible for severance pay pursuant to the provisions of this Article upon submission of a written resignation accepted by the School Board. Severance pay shall not be granted to any employee who is discharged for cause by the School District. This Article shall apply only to employees who retire after the execution of this contract and shall not be retroactive to any employee who retired prior to said execution date.

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

Section 3. Method of Pay-out:

- A. Subject to the limitations listed below, the School District will contribute an amount equal to the value of the employee's severance pay directly into the School Board approved 403b vendor account. The retiree will not receive any direct payment from the School District for the severance pay.
- B. The School District's annual contribution into the School Board approved 403b vendor account must not exceed the IRS contribution limit. If the amount calculated in A exceeds the available limits in the year of separation, the excess amount will be paid out in cash and not be tax sheltered.
- C. The School District contribution(s) (into the approved 403b vendor account) will be made according to the same timeline as was provided for the direct payment of the severance pay.
- D. The School District will make the severance pay contributions to the School Board approved 403b vendor. For purposes of calculating the

maximum deferral limit, the School District will provide the retiree or approved vendor with contribution information for the previous twelve (12) months of employment. The vendor shall calculate the maximum deferral limit.

Section 4. Notice: To be eligible for the benefits of this section, unless waived by the School District, an employee must notify the School District not less than 90 calendar days prior to the proposed retirement date.

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

ARTICLE XVI  
403b MATCHING CONTRIBUTION PLAN

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

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

<u>Year of Employment</u>	<u>Matching Contribution</u>
<b>2-3</b>	<b>\$200</b>
4-5	\$400
6-9	<del>\$450</del> <b>500</b>
10-12	<del>\$500</del> <b>550</b>
13-14	<del>\$550</del> <b>600</b>
15-19	<del>\$600</del> <b>650</b>
20+	<del>\$650</del> <b>700</b>

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

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

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

ARTICLE XVII  
DURATION

Section 1. Term and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing July 1, ~~2010~~, **2014**, through June 30, 2012, **2016**, and thereafter pursuant to PELRA. If either party desires to modify or amend this Agreement commencing on July 1, 2012, **2014**, it shall give written notice of such intent no later than May 1, 2012. **2016**. Unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety (90) days prior to the expiration of this Agreement.

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

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

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

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

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

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

INTERMEDIATE SCHOOL DISTRICT  
917

\_\_\_\_\_  
Co-President

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Co-President

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Education Minnesota

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

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

**HEALTH ASSOCIATES**

**SCHEDULE A**

**Salary Schedule 2012-2013**

<b>Step</b>	
<b>1</b>	<b>19.01</b>
<b>2</b>	<b>19.51</b>
<b>3</b>	<b>20.02</b>
<b>4</b>	<b>20.55</b>
<b>5</b>	<b>21.09</b>
<b>6</b>	<b>21.64</b>
<b>7</b>	<b>22.21</b>
<b>8</b>	<b>22.80</b>
<b>9</b>	<b>23.40</b>
<b>10</b>	<b>24.01</b>
<b>11</b>	<b>24.64</b>
<b>12</b>	<b>25.29</b>

**HEALTH ASSOCIATES**

**SCHEDULE B**

**2013-2014**

<b>Step</b>	
<b>1</b>	<b>19.20</b>
<b>2</b>	<b>19.71</b>
<b>3</b>	<b>20.22</b>
<b>4</b>	<b>20.76</b>
<b>5</b>	<b>21.30</b>
<b>6</b>	<b>21.86</b>
<b>7</b>	<b>22.43</b>
<b>8</b>	<b>23.03</b>
<b>9</b>	<b>23.63</b>
<b>10</b>	<b>24.25</b>
<b>11</b>	<b>24.89</b>
<b>12</b>	<b>25.54</b>

**HEALTH ASSOCIATES  
SCHEDULE A  
Salary Schedule 2014-2015**

<b>Step</b>	
Step 1	19.48
Step 2	20.00
Step 3	20.51
Step 4	21.06
Step 5	21.61
Step 6	22.18
Step 7	22.76
Step 8	23.36
Step 9	23.97
Step 10	24.60
Step 11	25.25
Step 12	25.91

**HEALTH ASSOCIATES  
SCHEDULE B  
Salary Schedule 2015-2016**

Step 1	19.77
Step 2	20.30
Step 3	20.82
Step 4	21.38
Step 5	21.93
Step 6	22.51
Step 7	23.10
Step 8	23.71
Step 9	24.33
Step 10	24.97
Step 11	25.63
Step 12	26.30

ATTACHMENT C

GRIEVANCE REPORT FORM

INTERMEDIATE SCHOOL DISTRICT 917

Name: \_\_\_\_\_

Building: \_\_\_\_\_

Date Grievance Occurred: \_\_\_\_\_

Statement of Facts:

Specific Provisions of Agreement Allegedly Violated:

Particular Relief Sought:

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Grievant

**INTERMEDIATE SCHOOL DISTRICT 917**

**COMPENSATION INFORMATION/TERMS AND CONDITIONS OF  
EMPLOYMENT FOR P.C. TECHNICIAN**

**2014-2016**

APPROVED BY THE SCHOOL BOARD

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## P.C. TECHNICIAN AGREEMENT

The School Board of Intermediate District 917, Rosemount, Minnesota (School District) enters into this agreement with Pamela Garretson, who agrees to serve in the public schools of said district in the position of P.C. Technician, beginning ~~August, 2012.~~ **July 2014.** The agreement calls for ~~194 work days for 2012-2013 and 194 work days for 2013-2014,~~ **199 work days for 2014-2015 and no less than 194 work days for 2015-2016,** to be scheduled with the Coordinator of Technology. This contract will continue through June 30, ~~2014,~~ **2016,** or until otherwise amended.

### ARTICLE I DEFINITION OF ELIGIBLE EMPLOYEES

These terms and conditions of employment as provided herein, cover those employees of Intermediate School District 917 who are employed as a P.C. Technician.

### ARTICLE II LEAVES

#### Section 1: Sick Leave

Subd. 1: All eligible employees as defined in Article I shall earn sick leave at the rate of twelve (12) days during each year of service in the employ of the School District, or a maximum of one (1) day per month of employment. Each employee shall be credited with twelve (12) days at the beginning of each year of employment, but not more than one (1) per month for time worked. In the event that an employee uses credited sick leave prior to completion of the year in which such credit is earned, the employee shall be liable to the School District for any sick leave pay advanced beyond actual accrual in the event the employee leaves the service of the School District.

Subd. 2: An employee may use one (1) day of accumulated sick leave for each day of illness or disability of the employee's child who is less than eighteen (18) years old, for such reasonable periods as the employee's attendance with the child may be necessary, on the same terms the employee is able to use sick leave benefits for the employee's own illness. (Minn. Stat. 181.9413).

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

#### Section 2: ~~Maternity Disability and Child Care Leave~~

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

~~Subd. 2: A pregnant employee shall notify the superintendent in writing, not later than the end of the sixth month of the pregnancy, and also at such time provide a~~

~~physician's statement indicating the estimated date of delivery of the child. A male employee or adoptive parent of a preschool child shall make a request for such leave not less than ninety (90) days in advance of usage. The employee shall submit a written request to the superintendent for a child care leave, including commencement date and return date. A pregnant employee may also use accumulated sick leave for any period of disability, except for the period covered by an unpaid child care leave. The time periods provided herein may be adjusted in cases of emergency.~~

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

~~Subd. 4: The superintendent, after consultation with the employee, shall notify the employee in writing of the effective beginning date of such leave and its duration.~~

~~Subd. 5: An employee returning from a child care leave shall be re-employed in a position for which the employee is qualified provided that the employee returns on the date as provided in the leave of absence.~~

~~Subd. 6: Failure of the employee to return pursuant to the date determined in this section shall constitute grounds for termination in the School District.~~

~~Subd. 7: The parties agree that periods of time for which the employee is on child care leave shall not be counted in determining the completion of the probationary period.~~

~~Subd. 8: A child care leave of absence granted pursuant to this section shall be a leave without pay.~~

## **Section 2. Parental Leave:**

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

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

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

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

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

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

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

### **Section 3. Maternity/Adoption Leave:**

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

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

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

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

### **Section ~~3~~ 4: Bereavement and Family Illness Leave**

**Subd. 1:** An employee may be granted up to five (5) days absence with pay due to the death of a spouse, child, brother, sister, parent, grandparent, grandchild, or parent-in-law. Up to three (3) days absence with pay may be granted for the death of the employee's son-in-law, daughter-in-law, brother-in-law, sister-in-law, or a regular member of the immediate household. Absence due to the

death of a family member shall not be deducted from sick leave.

Subd. 2: An absence due to the severe illness of a spouse, child, **adult child**, brother, sister, parent, grandparent-~~or~~ , parent-in-law **or grandchild** will be granted up to ~~five (5)~~ **20 (twenty)** days per year with the approval of the immediate supervisor, and shall be deducted from sick leave.

Subd. 3: Additional absence for severe illness or death may be granted at the sole discretion of the Superintendent.

Section 4: **5: Personal Leave**

Personnel leave: The employee(s) may elect to take a maximum of three (3) prearranged, non-accumulative, days each contract period for personal leave for any reason. Personal leave will not be charged against sick leave, the days must be requested in writing and pre-approved by the Technology Coordinator.

Section 5: **6: Military Leave** Military leave shall be granted to employees pursuant to applicable Minnesota Statutes.

Section 6: **7: Jury Duty** An employee who is called for jury duty will be reimbursed for the difference between the amount paid for such services and his or her straight time hourly rate for his or her regular scheduled hours for work during the period of service. Employees will be expected to report for their regular duties when temporarily excused from attendance at court.

**ARTICLE III  
403B MATCHING CONTRIBUTION**

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

Section 2. Contribution. The School District will match eligible employee contributions up to a maximum as listed in the following schedule, according to year of service.

<u>Year of Service</u>	<u>Contribution</u>
4-5	\$350
6-9	\$400
10 – 14	\$450
15 – 19	\$500
20+	\$600

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

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

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

## **ARTICLE IV INSURANCE BENEFITS**

### Section 1. Health and Hospitalization Insurance

Subd. 1: Individual Coverage Effective ~~July 1, 2012 to June 30, 2014~~, **July 1, 2014, to December 31, 2014**, the School District shall contribute a sum not to exceed \$565 per month for individual coverage of each eligible employee employed by the School District who qualifies for and is enrolled in the School District group health and hospitalization plan. **Beginning January 1, 2015, the School District shall contribute \$650 per month for individual coverage through June 30, 2016.** The cost of the premium not contributed by the School District shall be borne by the employee and paid by payroll deduction. This subdivision shall not apply to those eligible employees who select coverage under the high deductible health plan described in Subdivision 3.

Subd. 2: Family Coverage Effective ~~July 1, 2012 to June 30, 2014~~, **July 1, 2014, to December 31, 2014**, the School District shall contribute a sum not to exceed \$1110 per month for family coverage of each eligible employee employed by the School District who qualifies for and is enrolled in the School District group health and hospitalization plan. **Beginning January 1, 2015, the School District shall contribute \$1276 per month for individual coverage through June 30, 2016.** The cost of the premium not contributed by the School District shall be borne by the employee and paid by payroll deduction. This subdivision shall not apply to those eligible employees who select coverage under the high deductible health plan described in Subdivision 4.

### Subd. 3: Individual High Deductible Coverage

- (a) Eligible employees shall have the option of enrolling in a high deductible coverage option of the school district's health and hospitalization plan. The high deductible coverage shall be a qualified high deductible health plan within the meaning of Section 223 of the Internal Revenue Code of 1986, as amended from time to time. Each eligible employee enrolled in the high deductible coverage shall be eligible for a contribution to a health savings account ("HSA") of such employee in accordance with the Intermediate School District No. 917 Flex Choice Plan (the "Flex Choice

Plan”). The total monthly contribution by the school district toward the cost of the premium of the high deductible coverage, the HSA contribution, and the HSA administrative fees attributable to such eligible employee shall not exceed \$565 ~~in 2012-2013 and 2013-2014.~~ **from July 1, 2014, and \$650 from January 2, 2015, to June 30, 2016.**

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

#### Subd. 4: Family High Deductible Coverage

- (~~a~~) Eligible employees shall have the option of enrolling in a high deductible coverage option of the school district’s health and hospitalization plan. The high deductible coverage shall be a qualified high deductible health plan within the meaning of Section 223 of the Internal Revenue Code of 1986, as amended from time to time. Each eligible employee enrolled in the high deductible coverage shall be eligible for a contribution to a health savings account (“HSA”) of such employee in accordance with the Intermediate School District No. 917 Flex Choice Plan (the “Flex Choice Plan”). The total monthly contribution by the school district toward the cost of the premium of the high deductible coverage, the HSA contribution, and the HSA administrative fees attributable to such eligible employee shall not exceed \$1110 ~~in 2012/13 and 2013/2014.~~ **From July 1, 2014 and \$1276 from January 1, 2015, to June 30, 2016.**

- (b) The school district shall contribute toward the cost of the premium for

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

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

Section 2. Group Income Protection The School District will pay each month 100 percent of the premium for income protection insurance for each eligible employee. The income protection plan shall include the following:

- a. Benefits begin after ninety (90) calendar days of total disability.
- b. The monthly income benefit shall be 66-2/3 percent of basic monthly earnings (exclusive of any additional compensation from this district or any other source) but not to exceed \$3000 per month.

Section 3. Life Insurance The School District will pay each month all of the life insurance premium for an \$80,000 term life insurance policy for each eligible employee.

Section 4. Dental Insurance

Subd. 1: Individual Coverage Effective July 1, ~~2012~~, **2014**, the School District shall contribute a sum not to exceed \$60 per month toward the cost of the premium for individual coverage for each eligible employee employed by the School District who qualifies for and is enrolled in the School District's dental insurance plan. Additional cost of the premium, if any, shall be borne by the employee and paid by payroll deduction.

Subd. 2: Family Coverage Effective July 1, ~~2012~~, **2014**, the School District shall contribute a sum not to exceed \$125 per month toward the cost of the premium for family coverage for each eligible employee employed by the School

District who qualifies for and is enrolled in the School District's dental insurance plan. Additional cost of the premium, if any, shall be borne by the employee and paid by payroll deduction.

## **ARTICLE V OTHER BENEFITS**

Section 1: Mileage Employees required to use their personal vehicle in the performance of employment responsibilities shall be reimbursed for such travel pursuant to School District policy.

## **ARTICLE VI MISCELLANEOUS**

Section 1: Probationary Period Employees, under the provisions of this Agreement, shall serve a probationary period of one year (12 months) of continuous employment during which time the School District shall have the unqualified right to suspend without pay, discharge or otherwise discipline such employee.

## **ARTICLE VII SEVERANCE/RETIREMENT**

Section 1. Eligibility: Full-time employees who have completed at least fifteen (15) years of continuous service with the School District, and who are at least fifty-five (55) years of age, or complete thirty (30) years of service to the School District, shall be eligible for severance pay pursuant to the provisions of this Article upon submission of a written resignation accepted by the School Board. Severance pay shall not be granted to any employee who is discharged for cause by the School District. This Article shall apply only to employees who retire after the execution of this contract and shall not be retroactive to any employee who retired prior to said execution date.

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

Section 3. Method of Pay-out:

- A. Subject to the limitations listed below, the school district will contribute an amount equal to the value of the employee's severance pay directly into the School Board approved 403b vendor account. The retiree will not receive any direct payment from the school district for the severance pay.
- B. The school district's annual contribution into the School Board approved 403b vendor account must not exceed the IRS contribution limit. If the amount calculated in A exceeds the available limits in the year of separation, the excess amount will be paid out in cash and not be tax sheltered.

- C. The school district contribution(s) (into the approved 403b vendor account) will be made according to the same timeline as was provided for the direct payment of the severance pay.
- D. The school district will make the severance pay contributions to the School Board approved 403b vendor. For purposes of calculating the maximum deferral limit, the school district will provide the retiree or approved vendor with contribution information for the previous twelve (12) months of employment. The vendor agrees to calculate the maximum deferral limit.

Section 4. Notice: To be eligible for the benefits of this section, unless waived by the School District, an employee must notify the School District not less than ninety (90) calendar days prior to the proposed retirement date.

**ARTICLE VIII  
SALARIES**

Section 1. Employee shall receive an hourly rate of ~~\$22.52 per hour for fiscal year 2012-2013 and \$23.08 for fiscal year 2013-2014.~~ **\$23.77 per hour for fiscal year 2014-2015 and \$24.49 for fiscal year 2015-2016.**

**Section 2: Longevity. The employee shall receive a longevity stipend for work hours beyond the hourly rate in Article VII, Section 1, based on years of service in the position for these terms and conditions.**

	<b>14/15</b>	<b>15/16</b>
<b>Start of 10<sup>th</sup> year through 13<sup>th</sup> year</b>	<b>\$.75</b>	<b>\$1.00</b>
<b>Start of 14<sup>th</sup> year through 19<sup>th</sup> year</b>	<b>\$1.00</b>	<b>\$1.25</b>
<b>Start of 20<sup>th</sup> year and beyond</b>	<b>\$1.25</b>	<b>\$1.50</b>

\_\_\_\_\_  
School Board Chair

\_\_\_\_\_  
Pamela Garretson

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

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

\_\_\_\_\_  
School Board Clerk

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