

INDIGENOUS STUDIES COORDINATOR EMPLOYMENT CONTRACT

SOUTH KOOCHICHING-RAINY RIVER SCHOOL DISTRICT #363

I. PURPOSE OF AGREEMENT

The purpose of this agreement is to set forth the basic agreement covering rate of pay, hours of work, and conditions of employment. This position is uniquely independent of any other School District work group and is not part of any collective bargaining unit. This agreement is between ISD #363 and Morgan Benter (Employee).

II. CONTRACT TERM

This contract is effective beginning October 5, 2026 and terminating on June 30, 2027.

The Indigenous Studies Coordinator shall work 159 days while school is in session for licensed staff plus a total of 5 days prior to June 30, 2027. The summer work assignment will be determined by District administration according to the Summer School schedule, with input from the Indigenous Studies Coordinator. The Indigenous Studies Coordinator will log the additional summer days with a description of the work completed during those days. This log will be submitted to District Administration at the end of the summer.

During the school year, the Indigenous Studies Coordinator workday shall begin at 8 AM and end at 3:45 PM with a 30-minute duty free lunch period. On Fridays and on days preceding holidays or vacation, the Indigenous Studies Coordinator day shall end fifteen (15) minutes after the last bus has left.

This position shall not confer continuing contract rights under Minnesota Statutes §122A.40 or §122A.41. Service in this position shall not be credited toward probationary or continuing contract status in the District.

III. POSITION AND DUTIES

Subd. 1. Position

Indigenous Studies Coordinator

Subd. 2. Supervision

The immediate supervisor of the employee shall be the Northome School Principal. The District Superintendent will also have responsibilities associated with the supervision of this position.

Subd. 3. Duties

The Indigenous Studies Coordinator is responsible for, but not limited to, coordinating support for American Indian students and other at-risk groups to produce improved educational outcomes for district students. Support for American Indian students includes providing them with services

for attendance, behavior, and academic challenges, while encouraging their participation in cultural, educational and leadership activities within the school and community. The job description contains the full scope of duties and may be adjusted by the district as needed.

IV. COMPENSATION

Subd. 1. Salary

The employee shall be paid based on an annual 2026-2027 salary of \$41,856.75 which has been prorated for 159 duty days. There is no salary schedule and is not subject to lane, step, or longevity provisions contained within the teacher master agreement.

Subd. 2. Payment Schedule

For the 2026-27 fiscal year, the Indigenous Studies Coordinator will be paid in twenty-eight (28) equal payments on the fifteenth (15th) and thirtieth (30th) of each month beginning from October 2026 through the end of August 2027.

Subd. 3. Tax Shelter Annuity/403(b)/457

Employee shall be eligible to participate in a 403b plan and/or the State 457 plan pursuant to Minnesota Statutes §356.24, upon completion of a salary reduction agreement (SRA). The SRA must be submitted to the payroll office by the 15th of the month prior to the effective payroll deduction.

The District will make contributions of employee and/or district funds only to Vendors listed in the ISD 363 Adoption Agreement of the 403(b)/457 Plan Document

No other vendors or products will be available as investment options under the School District 403(b)/457 plan unless mutually agreed upon by the District and the employee.

Beginning July 1, 2026, the School District shall match annual contributions for full-time employees who have worked two (2) consecutive years. A year of service is defined as a year in which the full-time employee worked at least 120 days. The School District matching amount will be on a dollar-for-dollar basis, pursuant to the schedule set forth below and shall not exceed the Annual Maximum Match Amount. Employees may contribute up to the maximum amount as defined by IRS code 403(b).

Annual Maximum Match Distribution Contribution: \$1,250

V. BENEFITS

Subd. 1. Health and Hospitalization Insurance Coverage

The District shall pay the cost of single coverage up to a maximum cost to the District of eight hundred dollars (\$800) per month for individual coverage, or one thousand one hundred and sixty dollars (\$1,160) per month for the school year 2026-2027 for family coverage for the employee employed by the School District who qualifies for and is enrolled in the School District group

health and hospitalization plan. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.

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.

The employee is eligible for School District contributions as provided in this section as long as the employee is employed by the School District. Upon termination of employment, all District participation and contribution shall cease effective on the last working day.

Subd. 2. Life Insurance

The District will contribute up to the sum of forty dollars (\$40.00) per year toward the premium of individual coverage for the employee who qualifies for and is enrolled in the District's group life insurance.

Subd. 3. Compensation for Expenses

Upon prior approval of the Superintendent and in connection to the assigned duties of this position, the employee will be compensated for such incurred expenses as mileage, meals and lodging at the rates set by the School Board.

VI. LEAVES

Subd. 1. Sick Leave

The 2023 Minnesota Legislature established Earned Sick and Safe Time (ESST), which applies to all employees and is incorporated into this Agreement. In the event of any conflict between this Agreement and Minnesota ESST law, the provisions of state law shall govern.

Employees can use earned sick and safe time for reasons such as:

1. the employee's mental or physical illness, treatment or preventive care;
2. a family member's mental or physical illness, treatment or preventive care;
3. absence due to domestic abuse, sexual assault or stalking of the employee or a family member;
4. closure of the employee's workplace due to weather or public emergency or closure of a family member's school or care facility due to weather or public emergency; and
5. when determined by a health authority or health care professional that the employee or a family member is at risk of infecting others with a communicable disease.

Employees may use earned sick and safe time for the following family members:

1. Their child, including foster child, adult child, legal ward, child for whom the employee is legal guardian or child to whom the employee stands or stood in loco parentis (in place of a parent);
2. Their spouse or registered domestic partner;
3. Their sibling, stepsibling or foster sibling;
4. Their biological, adoptive or foster parent, stepparent or a person who stood in loco parentis (in place of a parent) when the employee was a minor child;
5. Their grandchild, foster grandchild or step-grandchild;
6. Their grandparent or step-grandparent;
7. A child of a sibling of the employee;
8. A sibling of the parents of the employee;
9. A child-in-law or sibling-in-law;
10. Any of the family members (1 through 9 above) of an employee's spouse or registered domestic partner;
11. Any other individual related by blood or whose close association with the employee is the equivalent of a family relationship; and
12. Up to one individual annually designated by the employee.

Subd. 1. Earning: The employee shall earn sick leave at the rate of eleven (11) days each year of employment by the School District, which meets the requirements of ESST law. All annual sick leave shall be available on the first duty day of the year.

Subd. 2. Accumulation: At the end of each school year, the employee's unused sick leave days will be banked and accumulated to a maximum of ninety (90) days. An employee who has received the maximum accumulation of sick leave and does not use all of his or her allotted days for that year shall receive seventy-seven dollars (\$77) a day or one-half (1/2) of the daily substitute teacher wage, whichever is greater, for those unused days. The employee will voucher for this pay at the end of the employee's work year.

Subd. 3. Use: Sick leave with pay shall be allowed by the School District whenever the employee's absence is found to have been due to illness and/or disability which prevented attendance at school and performance of duties on that day or days. Pursuant to applicable Minnesota law, the employee may use accumulated sick leave and the School Board limits use as permissible.

Subd. 4. Documentation: The School District may require the employee to furnish a medical certificate from a qualified physician, or reasonable documentation, in order to qualify for sick leave pay when more than two consecutive days of ESST are used.

Subd. 5. Notice of Requirement: In the event that a medical certificate will be required, the employee will be so advised.

Subd. 6. Deduction from Balance: Sick leave allowed shall be deducted from the accrued sick leave days earned by the employee.

Subd. 7. Request Form: Sick leave pay shall be approved only upon submission of a signed request upon the authorized sick leave pay form available at the office.

Subd. 2. Personal Leave

The employee shall be granted three (3) personal leave days per school year.

The employee may elect to receive payment of one hundred forty dollars (\$140) per day or the daily substitute teacher rate, whichever is greater, for unused personal leave days at the end of the school year.

Personal leave requests shall be submitted in advance to the Principal. Use may be denied or limited during critical instructional periods or for staffing reasons as determined by the Principal or Superintendent.

Subd. 3. Jury Duty Leave

The employee shall be granted leave for required jury duty service in accordance with applicable law and District procedures.

Subd. 4. Bereavement Leave

The employee may take one (1) day leave to attend the funeral of his or her grandparent, aunt, uncle, niece, nephew, or cousin, with an allowance on either side of the funeral for travel if necessary. Also included are the employee's spouse's relatives. For a death in the immediate family of the employee or spouse (husband, wife, children, father, mother, brother, sister, or other persons living in the same household), the Superintendent may grant up to five (5) days leave. All funeral leave shall be with pay. Any extra funeral leave shall be at the discretion of the Superintendent. Funeral leave days beyond five (5) days for the immediate family shall be deducted from sick leave.

It is the responsibility of the employee to notify the Superintendent/Principal as soon as he or she knows that it will be necessary to be absent for any of the above-mentioned reasons, and also to notify the Superintendent/Principal as soon as possible when he or she will return to duty.

Subd. 5. Child Care Leave

Subd. 1.

A child care leave may be granted by the School District, subject to the provisions of this section, to one (1) parent of a minor child provided such parent is caring for the child on a full-time basis.

Subd. 2.

The employee making an application for child care leave shall inform the Superintendent in writing of intention to take the leave at least three calendar months before commencement of the intended leave.

Subd. 3.

If the reason for the child care leave is occasioned by pregnancy, the employee may utilize sick leave pursuant to the sick leave provisions of this Agreement during a period of physical disability. However, the employee shall not be eligible for sick leave during a period of time covered by child care leave. A pregnant employee will also provide at the time of the leave application, a statement from her physician indicating the expected date of delivery.

Subd. 4.

The School District may adjust the proposed beginning or ending date of a child care leave so that the dates of the leave are coincident with some natural break in the school year - i.e., winter break, end of grading period, end of the school year, or the like. The availability of a substitute may also be considered by the School District in the granting of a child care leave or the duration thereof.

Subd. 5.

In making a determination concerning the commencement and duration of a child care leave, the School District shall not, in any way be required to:

1. Grant any leave more than twelve (12) months in duration.
2. Permit the employee to return to employment prior to the date designated in the request for child care leave.

Subd. 6.

The employee returning from child care leave shall be reemployed in a position for which the employee is licensed, if available, unless previously discharged or the position has ended in accordance with this contract.

Subd. 7.

Failure of the employee to return pursuant to the date determined under this section shall constitute grounds for termination unless the School District and the employee mutually agree to an extension in the leave.

Subd. 8.

The employee who returns from a child care leave within the provisions of this section shall retain all previous experience credit for pay purposes and any unused leave time accumulated under the provisions of this Agreement at the commencement of the beginning of the leave. The employee shall not accrue additional experience credit for pay purposes or leave time during the period of absence for child care leave.

Subd. 9.

The employee on child care leave is eligible to participate in group insurance programs if permitted under the insurance policy provisions, but shall pay the entire premium for such programs as the employee wishes to retain, commencing with the beginning of the child care leave. The right to continue participation in such group insurance programs, however, will terminate if the employee does not return to the District pursuant to this section.

Subd. 10.

Leave under this section shall be without pay or fringe benefits.

Subd. 6. Minnesota Paid Leave

NOTE: Any legal, statute or legislative changes regarding Minnesota Paid Leave will supersede the language within this Minnesota Paid Leave agreement.

Subd. 1. Overview. The School District provides time off to eligible employees who qualify for Minnesota Paid Leave (MN Paid Leave) benefits under Minnesota law. The School District participates in Minnesota's state MN Paid Leave program, which is administered by the Department of Employment and Economic Development (DEED).

Subd. 2. Premiums. MN Paid Leave benefits are funded through premium contributions payable to the State of Minnesota. The premium cost will be split between the School District and employee as follows: The School District will pay fifty percent (50%) of the required premium and the employee will pay fifty percent (50%) of the premium cost through payroll deductions.

Subd. 3. Eligibility. Eligibility determinations for MN Paid Leave benefits are made by the State of Minnesota. Generally, to be eligible for MN Paid Leave, employees must work at least 50% of the time from a location in Minnesota. Employees must meet the financial eligibility requirements by having earned over a specific amount of wages as defined under Minnesota law at the time of the requested leave.

Subd. 4. Benefit Amount. Employees' weekly MN Paid Leave amounts are calculated and determined by DEED.

Subd. 5. Leave Entitlement and Use. DEED may approve MN Paid Leave for the following conditions in a benefit year. Employees may earn up to 12 weeks of medical leave to take care of themselves for serious health conditions, including pregnancy, childbirth, recovery or surgery. Employees may also earn MN Paid Family Leave to bond with a child through birth, adoption, or foster placement, or care for a family member with a serious health condition, or support a military family member called to active duty, or receive covered types of care for oneself or a family member because of domestic abuse, sexual assault, or stalking.

Subd. 6. Intermittent Leave. Employees may apply for intermittent leave when it is reasonable and appropriate to the needs of the individual requiring care. Generally, MN Paid Leave requires an event to be a seven-day qualifying event unless intermittent. Intermittent leave results in pro-rated benefits. Employers may limit intermittent leave to 480 hours in a 12-month period.

Subd. 7. How to Apply for MN Paid Leave. Before starting a MN Paid Leave claim, the employee must notify the School District Superintendent and/or the School District Business Manager of the intention to take MN Paid Leave. If the need is foreseeable, the employee shall provide at least 30 days' notice prior to the start of the leave. If the leave is not foreseeable, the employee shall still be able to take leave under MN Paid Leave, but must notify the School District Superintendent and/or the School District Business Manager as soon as practicable.

Subd. 7(a). After notifying the School District Superintendent and/or the School District Business Manager, the employee may apply for MN Paid Family Leave using the MN Paid Leave online portal or by calling DEED's MN Paid Leave office.

Subd. 8. Interaction with other laws and benefits. MN Paid Leave will run concurrently with any leave and/or wage supplement for which the employee may be eligible under local, state, or federal law, which may include Family and Medical Leave Act (FMLA), and/or Minnesota Women's Economic Security Act (WESA) pregnancy and parenting leave.

Subd. 9. Supplementing Pay. The school district does not allow employees using MN Paid Leave benefits to supplement, or "top off," MN Paid Leave benefits with accumulated leave balances.

Subd. 10. Maintaining Health Coverage During Leave. Unless the employee revokes coverage while on MN Paid Leave, the School District will continue to provide group health insurance under the same conditions as before the leave began. The employee must continue to make timely payments of the employee's share of the premiums.

Subd. 11. Employment Reinstatement. Upon return from covered MN Paid Leave, the employee shall be reinstated to the previous position or to an equivalent position, with the same status, pay, employment benefits, length of service credit, and seniority credit as of the date of leave if the employee has worked for the school district for a minimum of 90 calendar days. Upon return to work, if it becomes evident the employee is unable to perform the key essential functions of the position (with or without reasonable accommodation), the school district may engage in an interactive process, consistent with the American with Disability Act (ADA) and/or Minnesota Human Rights Act (MHRA) and other applicable workplace policies, including workplace safety protocols, to determine appropriate next steps.

Subd. 12. Retaliation. The School District shall not interfere with or retaliate against the employee who requests or takes leave in accordance with MN Paid Leave law.

VII. EVALUATION

During the period of this agreement, the employee will be evaluated at least annually by the Principal.

VIII. ENTIRE AGREEMENT AND MODIFICATION

The terms of this agreement constitutes the entire agreement and understanding between the School District and Employee. Neither party has relied on any oral or written promises or inducements in entering into this agreement. This agreement supersedes any and all prior oral or

written agreements and understandings relating to the Employee's employment with the School District. This agreement may be modified or amended only by a written amendment signed by both parties. If any provision of this Agreement is found to be invalid or unenforceable, such provision shall be severed and the remaining provisions shall remain in full force and effect.

IX. CONTRACT TERMINATION

This contract may be terminated by the employee, at any time, with a one month written notice.

The employee shall faithfully perform the services prescribed by the School Board whether or not such services are specifically described in this agreement, abide by the rules, regulations and policies as established by the School Board and the State of Minnesota. Failure to do so will be grounds for termination by the School District. The School District may terminate this Agreement for cause, including but not limited to misconduct, insubordination, failure to perform assigned duties, or violation of District policies.

X. SIGNATURES

This agreement shall be effective only upon signature of the chairman and clerk of the School Board after authorization for such signature has been taken by the School Board with appropriate action recorded in its minutes.

_____	_____
Indigenous Studies Coordinator	Date

_____	_____
Board Chairperson	Date

_____	_____
Board Clerk	Date